AGENDA
BOARD OF CITY COMMISSIONERS
September 6, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

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

2. Consider approval of Minutes from the August 15, 2022 regular meeting.

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

   RECONVENE CITY COMMISSION MEETING.

3. Consider a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

4. Presentation of a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

5. Swearing in of Ward VI Commissioner Lauren Richter.

6. Presentation of Certificate of Election to Ward VI Commissioner Lauren Richter.

   RECESS FOR OUTGOING AND INCOMING COMMISSIONERS.

   RECONVENE.

7. Commission appointment of a Vice Mayor (per Article III, Section 6 of the City Charter.)

8. 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. 16(a).

   b. Acknowledge the resignation of Tera Leigh from the Shawnee Arts and Culture Commission.

   c. Acknowledge the City of Shawnee Holiday Schedule for 2023.

9. Presentation by Animal Control to present the Pet of the Week.

10. Mayor's Proclamations:

    "National Suicide Prevention Week"
    September 4th-10th, 2022

11. Consideration of an appointment of a City Commissioner to the Senior Citizens of Shawnee Board.

12. Consideration of an appeal of an Administrative Order regarding property located at 910 North Hobson Street.

13. Consideration of an appeal of an Administrative Order regarding property located at 545 North Elm Street.

14. Discussion and consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services for Shawnee Twin Lakes, Lake No. 2.

15. Consideration of a resolution authorizing application for High Hazard Potential Dam (HHPD) Grant from the Oklahoma Water Resources Board.

16. Consider Bids:

    a. Shawnee City Lake Dam Improvements (Open)

17. Administrative Reports:

    a. Engineering and Public Works – Seth Barkhimer, Director of Engineering and Brad Schmidt, Public Works Director

    b. The Fundamentals of Sales Tax – Jacob Foos, Assistant City Manager

18. New Business

    (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)

19. Commissioners Comments

20. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting and necessary accommodations will be made. (ADA 28 CFR/36)

Regular Board of Commissioners 2.

Meeting Date: 09/06/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consider approval of Minutes from the August 15, 2022 regular meeting.

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

RECONVENE CITY COMMISSION MEETING.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
AUGUST 15, 2022 AT 6:00 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, 16 West 9th Street, Shawnee, Oklahoma on, Monday, August 15, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 5:18 p.m. on August 11, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION — Commissioner Daniel Matthews

FLAG SALUTE

AGENDA ITEM NO. 1: Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Mr. Rick Young spoke during Citizens Participation.

AGENDA ITEM NO. 2: Consider approval of Consent Agenda:

a. Minutes from the August 1, 2022 regular meeting and the August 8, 2022 special call meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the July 6, 2022 regular meeting.
- Senior Citizens of Shawnee Board Minutes from the June 14, 2022 regular meeting.
- Shawnee Urban Renewal Authority Minutes from the May 3, 2022 regular meeting.
- License Payment Report for July 2022

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- Project Payment Report for July 2022

c. Approve renewal of an Agreement with McLoud Public Works Authority for lease of a mower, city property, for maintenance of Wes Watkins Reservoir.

d. Approve renewal of the Pottawatomie County Public Safety Center Jail Services Agreement.

e. Acceptance of an easement from the Commissioners of the Land Office for property located in Section Thirty-Six (36), Township Eleven (11) North, Range Three (3), containing 0.2256 acres, more or less.

f. Acceptance of an easement from the Commissioners of the Land Office for property located in Section Thirty-Six (36), Township Eleven (11) North, Range Three (3), containing 0.89 acres, more or less.

g. Mayor's Appointments:

Shawnee Hospital Authority

John Robinson — Expires: September 30, 2028
Reappointment

Jill Spencer — Expires: September 30, 2028
Reappointment

Michael Warwick — Expires: September 30, 2028
Reappointment

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item Nos. 2(a-g). Motion carried 6-0-1.

AYE: Matthews, Flood, Bolt, Rutherford, Salter, Engles
NAY: None
ABSTAIN: Sehorn

AGENDA ITEM NO. 3: Presentation by Animal Control to present the Pet of the Week.

Animal Control Officers Wendy Cole and Shelby Bowen introduced Zara, a seven- to eight-week-old feline. The Animal Shelter currently has fifty dogs, six cats, and one rooster.

AGENDA ITEM NO. 4: Swearing in of Lindsey McNabb-Fox as City Treasurer.

Ms. Lindsey McNabb-Fox was sworn in as City Treasurer by City Clerk Lisa Lasyone.

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AGENDA ITEM NO. 5: Consideration of an ordinance of the City of Shawnee, Oklahoma amending certain portions of Chapter 8, Article VIII "Medical Marijuana" to comport with recent changes to State Law; and also providing for repealer, codification, and severability.

Mr. Seth Barkhimer, City Engineer, stated that the proposed ordinance complies with the recently passed Senate Bill 1726, which amends definitions for public and private schools and alters how distance requirements are calculated.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve an ordinance of the City of Shawnee, Oklahoma amending certain portions of Chapter 8, Article VIII "Medical Marijuana" to comport with recent changes to State Law; and also providing for repealer, codification, and severability.

Ordinance No. 2768NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CERTAIN PORTIONS OF CHAPTER 8, ARTICLE VIII "MEDICAL MARIJUANA" TO COMPORT WITH RECENT CHANGES TO STATE LAW; AND ALSO PROVIDING FOR REPEALER, CODIFICATION, AND SEVERABILITY.

Motion carried 7-0.

AYE: Flood, Rutherford, Sehorn, Salter, Matthews, Engles, Bolt
NAY: None

Ordinance No. 2768NS was adopted by the City Commission.

AGENDA ITEM NO. 6: Public hearing and consideration of an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development). Case No. PUD01-22, Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC. *(Deferred from the July 5, 2022 City Commission meeting.)*

Mr. Rian Harkins, Community Development Director, provided a Staff report. He advised that both the Planning Commission and Staff recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development). Mr. Mark Grubbs with Grubbs Consulting, LLC

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appeared in favor of said rezoning. Mr. Rob Morris spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development).

Ordinance No. 2769NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BELMONT PARK ADDITION PHASE 2 A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE UNRECORDED PLAT THEREOF; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ADDITION FOR THE FOLLOWING THREE (3) COURSES: 1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET; 2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET; 3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°34'33" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET; THENCE SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS. THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34’33” WEST; FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND C-2 (SUBURBAN OFFICE COMMERCIAL DISTRICT) TO A PUD (PLANNED UNIT DEVELOPMENT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Salter, Engles
NAY: None

Ordinance No. 2769NS was adopted by the City Commission.

AGENDA ITEM NO. 7: Consideration of a Preliminary Plat for Belmont Park 2, on approximately 8.79 acres north of West MacArthur Street and east of Acme Road. Case No. PPL02-22, Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC.

Mr. Rian Harkins, Community Development Director, provided a Staff report. He advised that both Planning Commission and Staff recommend approval.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve a Preliminary Plat for Belmont Park 2, on approximately 8.79 acres north of West MacArthur Street and east of Acme Road. Motion carried 7-0.

AYE: Sehorn, Engles, Flood, Bolt, Rutherford, Salter, Matthews
NAY: None

AGENDA ITEM NO. 8: Consideration of a Preliminary Plat for Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres. Case No. PPL03-22, Applicant: City of Shawnee

Mr. Rian Harkins, Community Development Director, advised that the proposed Preliminary Plat would define the boundaries of the land and create a more defined legal description and overall boundary for Lake No. 1. He advised that both Planning Commission and Staff recommend approval.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a Preliminary Plat for Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres. Motion carried 7-0.

AYE: Engles, Matthews, Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

AGENDA ITEM NO. 9: Consideration of a Final Plat for Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres. Case No. FPL03-22, Applicant: City of Shawnee.

Mr. Rian Harkins, Community Development Director, advised that the proposed Final Plat would define the boundaries of the land and create a more defined legal description and overall boundary for Lake No. 1. He advised that both Planning Commission and Staff recommend approval.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve a Final Plat for Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres. Motion carried 7-0.

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AYE: Sehorn, Engles, Flood, Bolt, Rutherford, Salter, Matthews
NAY: None

AGENDA ITEM NO. 10: Consideration of a Final Plat for Maple Grove Addition, on approximately 13.49 acres north of East 39th Street and approximately 500 feet east of North Harrison Avenue. Case No. FPL04-22, Applicant: 39th Street Project, LLC.

Mr. Rian Harkins, Community Development Director, provided a Staff report. He advised that both Planning Commission and Staff recommend approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a Final Plat for Maple Grove Addition, on approximately 13.49 acres north of East 39th Street and approximately 500 feet east of North Harrison Avenue. Motion carried 7-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Salter, Engles
NAY: None

AGENDA ITEM NO. 11: Consideration of a budget amendment for Fiscal Year 2022 – 2023 for Fund 706 Gifts and Contributions to fund expenditures for Fire Clown Program using prior year donations.

Mr. Jacob Bussell, Assistant Finance Director, advised that the proposed budget amendment would appropriate prior year donations to the current fiscal year for the purpose of costs associated with the Fire Clown Program.

A motion was made by Commissioner Sehorn, seconded by Commissioner Flood, to approve a budget amendment for Fiscal Year 2022-2023 for Fund 706 Gifts and Contributions to fund expenditures for Fire Clown Program using prior year donations. Motion carried 7-0.

AYE: Sehorn, Flood, Bolt, Rutherford, Salter, Matthews, Engles
NAY: None

AGENDA ITEM NO. 12: Consider Bids:

a. Kickapoo Street Sidewalk Improvements (Award)

Mr. Seth Barkhimer, City Engineer, announced that four (4) bids were received. After review and consideration, it was Staff's recommendation to award the bid to EMC Services, LLC in the total amount of Seven Hundred Ninety-Two Thousand Six Hundred Seventy-Nine Dollars and Eighty Cents ($792,679.80).

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to award the bid to EMC Services, LLC in the total amount of Seven Hundred Ninety-Two Thousand Six Hundred Seventy-Nine Dollars and Eighty Cents ($792,679.80). Motion carried 7-0.

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AYE: Flood, Engles, Bolt, Rutherford, Sehorn, Salter, Matthews
NAY: None

AGENDA ITEM NO. 13: Consideration of an Agreement with Smith Roberts Baldischwiler, LLC (SRB) for owner's representative inspection services for Kickapoo Street Sidewalk Improvement project.

Mr. Seth Barkhimer, City Engineer, advised that the proposed Agreement is for owner's representative inspection services for the Kickapoo Street Sidewalk Improvement project. The amount of the Agreement is Eighty-Three Thousand Twenty-Five Dollars ($83,025.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an Agreement with Smith Roberts Baldischwiler, LLC (SRB) for owner's representative inspection services for Kickapoo Street Sidewalk Improvement project. Motion carried 7-0.

AYE: Sehorn, Rutherford, Salter, Matthews, Engles, Flood, Bolt
NAY: None

AGENDA ITEM NO. 14: Acknowledge monthly Sales Tax and Budget Reports.

Mr. Jacob Bussell, Assistant Finance Director, reported sales tax is up Six Hundred Nineteen Thousand Six Hundred Twenty-Four Dollars ($619,624.00) or Fifteen Point Seven Eight Percent (15.78%), over the projected budget year-to-date. He stated that use tax collections are down approximately Thirty-Eight Thousand Two Hundred Seventy-One Dollars ($38,271.00) or Negative Seven Point Zero Four Percent (-7.04%), below the projected budget year-to-date.

AGENDA ITEM NO. 15 Administrative Reports:

a. Santa Fe Depot Update – Rian Harkins, Community Development Director

Mr. Rian Harkins, Community Development Director, gave a presentation with an update on the Santa Fe Depot. He provided information on four different depots and the uses for each. The depots were Dodge City, Kansas, Norman, Oklahoma, Strong City, Kansas and Waynoka, Oklahoma.

b. Love Your Block Program Update – Rian Harkins, Community Development Director

Mr. Rian Harkins, Community Development Director, gave a presentation with an update on the Love Your Block Program. Mr. Harkins provided information on key tasks, partners and activities.

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AGENDA ITEM NO. 16: New Business (Any matter not known, or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 17: Commissioners Comments

The Mayor and Commissioners welcomed Ms. Lindsey McNabb-Fox as the new Finance Director and City Treasurer. They thanked Assistant Finance Director Jacob Bussell for all he has done as Assistant Finance Director over the past year.

Commissioner Matthews thanked Mr. Young for his comments during Citizens Participation, commented on Agenda Item No. 6 and thanked the Love Your Block Team.

Commissioner Engles thanked the Love Your Block volunteers and commented on her excitement to see the Kickapoo Street Sidewalk Improvement project get started.

Commissioner Flood commented on the Love Your Block program and thanked Commissioner Salter for his dedication and years of service.

Vice Mayor Rutherford commented on the Love Your Block Program and thanked Commissioner Salter for his service and integrity. He also announced the Cops-N-Kids event at the Heart of Oklahoma Exposition Center on August 27, 2022.

Commissioner Sehorn stated it was a pleasure working with Commissioner Salter, commented on use tax being down but sales tax being up and thanked the Love Your Block Team.

Commissioner Salter stated he appreciated the comments from the Commission.

Mayor Bolt stated the Love Your Block program was an amazing program, commented on the Kickapoo Street Sidewalk Improvement project, Cops-N-Kids, the Firelake Fireflight Balloon Fest, and thanked Staff for the administrative reports.

AGENDA ITEM NO. 18: Consideration and possible action to enter into executive session for the purpose of discussion regarding National Prescription Opiate Litigation, Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, as authorized by 25 O.S. §307(B)(4).

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to enter into an executive session for the purpose of discussion regarding National Prescription Opiate Litigation, Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, as authorized by 25 O.S. §307(B)(4). Motion carried 7-0.

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AYE: Matthews, Rutherford, Sehorn, Salter, Engles, Flood, Bolt
NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:12 P.M. WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:42 P.M. WITH ALL MEMBERS PRESENT.

AGENDA ITEM NO. 19: Consider matters discussed in executive session regarding litigation in the case regarding National Prescription Opiate Litigation, Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, as authorized by 25 O.S. §307(B)(4).

No action taken.

AGENDA ITEM NO. 20: Consideration of a resolution of the City of Shawnee to approve participation in Janssen Oklahoma Subdivision Opioid Settlement Agreement.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve a resolution of the City of Shawnee to approve participation in Janssen Oklahoma Subdivision Opioid Settlement Agreement.

Resolution No. 6667 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE TO APPROVE PARTICIPATION IN JANSSEN OKLAHOMA SUBDIVISION OPIOID SETTLEMENT AGREEMENT

Motion carried 7-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Salter, Matthews, Engles
NAY: None

AGENDA ITEM NO. 21: Consideration of a resolution of the City of Shawnee to approve participation in Distributors Oklahoma Settlement Agreement.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution of the City of Shawnee to approve participation in Distributors Oklahoma Settlement Agreement.

Resolution No. 6668 was introduced.

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A RESOLUTION OF THE CITY OF SHAWNEE TO APPROVE PARTICIPATION IN DISTRIBUTORS OKLAHOMA SETTLEMENT AGREEMENT

Motion carried 7-0.

AYE: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn, Salter
NAY: None

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:47 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (9:23 P.M.)

AGENDA ITEM NO. 22: Consider and take action with respect to a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF promissory note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.

Ms. Andrea Weckmueller-Behringer, City Manager, advised the proposed resolution approves the action previously taken by the Shawnee Municipal Authority.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF promissory note to the Oklahoma Water Resources Board; ratifying and confirming a lease agreement and operation and maintenance contract, as amended, whereby the City leased its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.

Resolution No. 6669 was introduced.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, WHEREBY THE CITY LEASED ITS WATER AND

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SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion carried 7-0.

AYE: Engles, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews
NAY: None

AGENDA ITEM NO. 23: Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 26 "Utilities", by adding and adopting a utility improvement fee; and providing for repeal; providing for severability; and providing for codification.

Ms. Andrea Weckmueller-Behringer, City Manager, advised that the proposed ordinance would put a graduated Utility Improvement Fee in place. The purpose of the fee is to fund capital improvements and for the payment of any debt service associated with said improvements.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve an ordinance amending portions of the Shawnee Municipal Code, Chapter 26 "Utilities", by adding and adopting a utility improvement fee; and providing for repeal; providing for severability; and providing for codification.

Ordinance No. 2770NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 "UTILITIES," BY ADDING AND ADOPTING A UTILITY IMPROVEMENT FEE; AND PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION.; AND PROVIDING FOR SEVERABILITY.

Motion carried 7-0.

AYE: Engles, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews
NAY: None

Ordinance No. 2770NS was adopted by the City Commission.

AGENDA ITEM NO. 24: Consideration of a resolution updating the City Fee Schedule by setting the monthly rate of the utility improvement fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Ms. Andrea Weckmueller-Behringer, City Manager, advised that the proposed resolution sets the monthly rate for the Utility Improvement Fee and would go into effect March 1, 2023.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a resolution updating the City Fee Schedule by setting the monthly rate of the utility

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improvement fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Resolution No. 6670 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATE OF THE UTILITY IMPROVEMENT FEE PURSUANT TO CHAPTER 26, ARTICLE II, SECTION 26-30, OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 7-0.

AYE: Matthews, Sehorn, Salter, Engles, Flood, Bolt, Rutherford
NAY: None

AGENDA ITEM NO. 25: Discussion of potential future sales tax vote.

Ms. Andrea Weckmueller-Behringer, City Manager, explained that if it is the City Commission's desire to have Staff prepare the necessary documents to put the sales tax item to a vote of the people, Staff will do so. Staff will bring that back for future discussion about the terms. Staff would like to provide an Administrative Report regarding infrastructure in general at a future meeting. Staff will also prepare the necessary paperwork for a sales tax vote.

AGENDA ITEM NO. 26: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:35 p.m.)

_____
ED BOLT, MAYOR

ATTEST:

_____
LISA LASYONE, CMC, CITY CLERK

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Regular Board of Commissioners 3.
Meeting Date: 09/06/2022
Resolution
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Consider a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

Attachments
Resolution

RESOLUTION NO. _____

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF BEN SALTER AS COMMISSIONER OF WARD SIX OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID BEN SALTER.

WHEREAS, Ben Salter served the City of Shawnee as Commissioner of Ward Six from January 17, 2017 through September 6, 2022; and

WHEREAS, the said Ben Salter has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Ben Salter has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before him; lending his mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, he has been instrumental in the accomplishments of the City that include economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Ben Salter for his dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Ben Salter for his distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Ben Salter with the desire that he shall continue to contribute his talents and energy to the betterment of the City, and that he shall enjoy much happiness, good health and good fortune in the years to come.

PASSED AND APPROVED this 6th day of September, 2022.

_____
ED BOLT, MAYOR

ATTEST (SEAL):

_____
LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners 6.
Meeting Date: 09/06/2022
Certificate
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Presentation of Certificate of Election to Ward VI Commissioner Lauren Richter.

RECESS FOR OUTGOING AND INCOMING COMMISSIONERS.

RECONVENE.

Attachments
Certificate

COUNTY ELECTION BOARD
STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

LAUREN RICHTER

Is elected to the office of

CITY OF SHAWNEE - WARD SIX COMMISSIONER

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 29th day of August.



Patricia Carter

Secretary, Pottawatomie County Election Board

Regular Board of Commissioners 8. b.

Meeting Date: 09/06/2022

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Tera Leigh from the Shawnee Arts and Culture Commission.

Attachments

Resignation

From: Kacie Eck
To: Kacie Eck
Subject: Resignation, Shawnee Arts & Culture Commission
Date: Tuesday, August 30, 2022 9:32:10 AM

August 18, 2022

City of Shawnee
16 West 9th Street
Shawnee, Oklahoma 74802-1448

Attention: The Honorable Ed Bolt, Mayor of Shawnee, Oklahoma

Re: Shawnee Arts & Culture Commission

Dear Mayor Bolt,

It has been an honor to work alongside the many talented and dedicated members of the Shawnee Arts & Culture Commission and City Staff over the last year. It is with great regret that I am writing to inform you of my decision to resign my position as Chair, and member, of the City Arts & Culture Commission, effective immediately.

An unexpected series of events have made it impossible to give the Commission the time it requires to be truly effective in my position. As a result, I feel it is best for me to make room for someone with the time and energy to devote to the job. I sincerely apologize for any inconvenience that my resignation may cause.

It has been an honor and a pleasure to be part of the SACC. Specifically, Working with Carmen and Robbie was a rare opportunity I will never forget. I am proud of what has been accomplished so far. I know the board will continue these successes in the future with Carmen Wolf leading the Commission.

This is a very emotional decision on my end and I am devastated not to be able to continue the work we have started. I thoroughly believe in the purpose of the Commission and know Shawnee can be a spectacular example of public art and culture in the State of Oklahoma. Thank you for the opportunity to be a part of this extraordinary group.

Sincerely,

Tera Leigh

Cc: Rian Harkins, Community Development Director
Rachel Clyne, City Planner
Carmen Wolf, Vice-Chair, SACC

Regular Board of Commissioners 8. c.
Meeting Date: 09/06/2022
Holiday Schedule
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Acknowledge the City of Shawnee Holiday Schedule for 2023.

Attachments
Holiday Schedule

City of Shawnee
OKLAHOMA

Human Resources
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: August 29, 2022

To: Andrea Weckmueller-Behringer, City Manager

From: Jennifer Greenland, HR Director

Subject: 2023 Non-Union Holiday Schedule

On the following City holidays, the City Hall offices will be closed, and most employees will have the day off:

January 2, 2023	Monday	In observation of New Year's Day
January 16, 2023	Monday	Martin Luther King, Jr. Day
February 20, 2023	Monday	Presidents' Day
May 29, 2023	Monday	Memorial Day
June 19, 2023	Monday	Juneteenth Independence Day
July 4, 2023	Tuesday	Independence Day
September 4, 2023	Monday	Labor Day
November 10, 2023	Friday	In observation of Veteran's Day
November 23, 2023	Thursday	Thanksgiving Day
November 24, 2023	Friday	Day after Thanksgiving
December 25, 2023	Monday	In observation of Christmas Eve
December 26, 2023	Tuesday	In observation of Christmas Day

Approved: Andrea Weckmueller-Behringer
City Manager

Regular Board of Commissioners 10.
Meeting Date: 09/06/2022
Proclamations
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Mayor’s Proclamations:

“National Suicide Prevention Week”
September 4th-10th, 2022

Attachments
Proclamation

City of Shawnee
OKLAHOMA

Proclamation

"National Suicide Prevention Week"

Whereas, Oklahoma recognizes suicide as a national and statewide public health crisis, and suicide prevention as a national and statewide responsibility; and

Whereas, suicide is the 12th leading cause of death in the United States, the 3rd leading cause of death among children and teens aged 10 to 19, and the 2nd leading cause of death among individuals between the ages of 20 to 34; and

Whereas, suicide rates have increased 30% throughout the last two decades, with suicide rates finally decreasing 2.1% between 2018 and 2019 and 2.9% between 2019 and 2020; and

Whereas, it is estimated by the Centers for Disease Control and Prevention (CDC) that in 2020, there were 1.2 million suicide attempts and more than 45,000 people died by suicide nationwide; and

Whereas, for 2020, the CDC reported that 869 people died by suicide in Oklahoma; and

Whereas, more than 90% of the people who die by suicide have a diagnosable and treatable mental health condition, although often that condition has not been recognized or treated; and

Whereas, the Oklahoma Department of Mental Health and Substance Abuse Services believes that Oklahomans deserve to have mental health and addiction services within reach through the evidence-based Crisis Response Continuum. The continuum helps meet people where they are at when they need it most; and

Whereas, the newly-launched 988 Mental Health Lifeline provides an easy-to-remember helpline number staffed by mental health professionals to answer calls around the clock of those experiencing a mental health crisis; and

Whereas, the 988 Mental Health Lifeline supports Oklahomans experiencing a mental health crisis through trained mental health professional via text or call, mobile crisis teams, urgent care and crisis centers, and follow-up appointments.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of September 4th through September 10th, 2022, to be

"National Suicide Prevention Week"

In the City of Shawnee, Oklahoma
Dated this ___ day of September, 2022

_____
Ed Bolt, Mayor

_____
Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners 11.
Meeting Date: 09/06/2022
Appointment
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Consideration of an appointment of a City Commissioner to the Senior Citizens of Shawnee Board.

Attachments
Appointment

#11
6592

RESOLUTION NO. 6592

A RESOLUTION ESTABLISHING THE SENIOR CITIZENS OF SHAWNEE BOARD FOR THE CITY OF SHAWNEE; SETTING FORTH VARIOUS PROVISIONS AND OFFICIAL DUTIES.

WHEREAS, in 1985 the Shawnee City Commission contracted with the Senior Citizens of Shawnee, Inc. for the oversite of the Shawnee Senior Center.

WHEREAS, the City sees the need to bring the committee in under their control as an advisory Committee.

WHEREAS, there is a desire to formalize the Committee structure and official duties through the passage of a resolution.

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

SECTION I. CREATION

A. There is hereby established a SENIOR CITIZENS OF SHAWNEE Board of Directors to help foster and conduct programs for the benefit of older persons in our community, for the purposes of socialization, entertainment, health and fitness, mobilization, senior information and referral for: Advocacy, Volunteerism, Counseling, Financial Guidance, Legal Services, and Employment.

B. It shall also be the purpose of the SENIOR CITIZENS OF SHAWNEE Board to help evaluate program effectiveness and advance the overall welfare of the organization.

C. All board members will be appointed and approved by the City Commission.

SECTION II. POWERS AND DUTIES

A. The SENIOR CITIZENS OF SHAWNEE Board shall make recommendations to the Shawnee City Commission for final consideration but will also help the Center Director with the development of programs.

SECTION III. COMPOSITION AND APPOINTMENT OF SENIOR CITIZENS OF SHAWNEE BOARD MEMBERS

A. The Senior Citizens of Shawnee Board shall consist of one (1) City Commissioner;

B. The Senior Citizens of Shawnee Board shall consist of nine (9) at-large members and these members shall be fifty-five (55) years of age or older.

C. Composition.
   a. The Committee will consist of nine (9) at-large Members whom shall only include individuals that are either:
      i. Residents of the City of Shawnee or Pottawatomie County;
      ii. Business or property owners within the City; or
      iii. Employed within the City.

D. Members of the original 1985 board that are presently still active board members shall be lifelong members not to be included in the total count of members.

SECTION IV. TERMS OF OFFICE

A. The term of Members shall be three (3) years. In the event that a vacancy shall occur during the term of any member, his/her successor shall be appointed for the unexpired portion of the term. After having held the office of board member for two (2) consecutive terms, a member shall not be eligible for reappointment until a period of not less than twelve (12) months has elapsed after the end of the most recent term for which such member was appointed.

SECTION V: MEETINGS

A. Meetings of the SENIOR CITIZENS OF SHAWNEE Board are open public meetings and shall be posted as such in accordance with the Oklahoma Open Meeting Act.

B. A quorum of six (6) members is required to conduct business.

PASSED AND APPROVED THIS 17th DAY OF June, 2019

Richard Finley
RICHARD FINLEY, MAYOR

ATTEST:

(SEAL)

THE CITY OF SHAWNEE SEAL OKLAHOMA

Lisa Lasyone
LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners 12.

Meeting Date: 09/06/2022

Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an appeal of an Administrative Order regarding property located at 910 North Hobson Street.

Attachments

Appeal Letter

Appeal Documentation

RECEIVED
AUG 25 2022
CITY CLERK

910 North Hobson St. 08.25.22

First off, I wanted to apologize for missing the hearing. My family is dealing with a very tragic situation right now and my mind has not been in the right place. It is not functioning correctly at all.

I am writing this appeal hoping to get the building up to standards and keep it. My husband and I purchased this particular home hoping fixing it up would help to bring up the neighborhood/area. We had been working on it consistently but my husband was diagnosed with cancer and it did get put on the back burner. After treatment and finding out he was cancer free, we began work on the house again. We had almost finished the new roof when he got a job offer out of state for an oilfield company. This job requires him to work 2 weeks on and 2 weeks off so half the month he is out of Oklahoma. He was offered the job a little less than a year ago and we figured we would be right back to working on the house but he has had to stay over several times because they have moved him rigs and states four times. Every time he stays over he is gone for a month. He is out of state right now but we did plan on starting work on it again. We have recently been over there checking on things and making sure

nobody is in it. We have had several issues with people breaking in. Obviously it became worse when they noticed we were not around working on it. We are completely willing to bring it up to code if we can be given more specifics as to what you need. We can address your issues and concerns before anything else. We believe with us making more appearances, the issue with people breaking in should resolve quickly. Please let us know what is needed and we will fix it promptly. We would love the opportunity to make it right. Thank you so much for your time.

John Watts
442.237.8135
johnwatts11-jw@gmail

Jareill Watts
405.826.9534
j.vestet@gmail

42900 WESTECH RD SHAWNEE 74804

Code Enforcement

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: September 1, 2022

To: City Commission

From: Kevin Moore, Building Official

Subject: Demolition Appeal for 910 N Hobson

Background: The residential structure at 910 N Hobson St was brought to a Public Nuisance Administrative Hearing on the following date:

08.25.2022

The owner failed to appear for the hearing on August 25, 2022. The structure and property are not being maintained and the owner has not made an effort to clean the property. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff request denial of the appeal, and the right to proceed with demolition.

Financial Impact: N/A.

Attachment: Appeal Documentation and Photos

Staff Recommendation: Denial of the appeal.

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 910 N HOBSON
Lot 003 Thru 008, Block 012
NORTH PARK AP ADDITION

OWNER: JOHN WATTS

HEARING DATE: August 25, 2022

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 1,508 sqft residential structure with brick & vinly siding and wood frame roof which has been vacant since 2016 , according to City utility records.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple areas in the brick and soffit that are missing and windows that were installed without the proper weather proof barrier allowing the elements to enter the structure unimpeded and the property is overgrown and has trash in the front and rear. Upon my inspection it appears the interior of the house has been gutted.
- Notice mailed by Certificate of Mailing and posted upon property on or about July 28,2022.
- There is no mortgage
- taxes are paid

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely practical. My recommendation is that the owner must pull a remodel permit within 48 hours of the hearing and the structure must be remodel within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of July 28, 2022.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

> **1)**That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
> **2)** That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public

- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after September 9 ,2022 if owner fails to apply for permit within the 48hrs or if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after Thursday March 9 ,2023.

575 N. 21M
544 N. Elm
722 S. Bell
910 N. Hobson
214 W. Oakland
702 N. Kimberly
720 S. Broadway
731 S. Oklahoma
732 S. McKinley

210 S. Pennsylvania

Sign In Sheet

DATE 8-25-22

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
545 N. Elm	failed to appear		
544 N. Elm	LaDonna Jones Bryce		
	John Knighten		
	[signature]		
722 S. Bell	Failed to appear		
910 N. Hobson	failed to appear		
214 W. Oakland	[signature]		

HEARING DATE 8-25-22 ADDRESS 910 N Hobson

OWNER PRESENT Yes/No/Who

TIME MEETING STARTS 10:30

NOTES

NO SHOW

John ~~Walsh~~ Watts

2016 Vacant

Mca ~~Septic~~

Overgrown

House been gutted??

Taxes pd

NO Mortgage

ORDER Demo Sept 9 2022 lien

PERMIT OBTAINED BY

MEETING ADJOURNED

STRUCTURE REMOVED BY

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 25th day of August, 2022 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative._____

/X/ failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 910 N. Hobson

1) The Respondent shall commence the:

   (a) /X/ Dismantling and removal of the building(s)

   (b) / / Board and secure structure(s)

   (c) / / Reset hearing date _____ / / I permit pulled void hearing date

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained **prior** to _____, 202__ and shall complete remodel/demo no later than 6 months from date of permit_____,202__
4) Structure ordered to be razed/removed on or about Sept. 9th ,2022

Failed to appear
Property owner or Representative

Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

You have 10 days to appeal this to the City Commission.


08/25/2022

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
- ☐ COD
- ☐ Delivery Confirmation
- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

19.25

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Joneua Dockes	7045 Union Shawnee, ok. 74801	.57	.55									
2. Tracy Climer	48105 Hardesty Rd Earlsboro, OK. 74840	.57	.55									
3. Tracy Climer	545 N Elm Shawnee, OK. 74801	.57	.55									
4.												
5.												
6.												
7.												
8.												

FP US POSTAGE $019.25 CORRECTION ZIP 74801 08/25/2022 034A 0081501630

USPS SHAWNEE OK 74801 AUG 25 2022

1 of 5

Total Number of Pieces Listed by Sender: 35

Total Number of Pieces Received at Post Office: 35

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form **3877**, February 2002 *(Page 1 of 2)*

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
- ☐ COD
- ☐ Delivery Confirmation
- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Triple Top Investments LLC	12608 Arrowhead Dr Oklahoma City, OK 73120	.57 ~~.55~~	.55									
2. Billy G & Linda A. Campbell	46800 E Wolverine Rd Shawnee, OK 74801											
3. Crosstown Cumberland Church	622 S. Park Shawnee, OK 74801											
4. Gregory Jackson	PO Box 3937 Shawnee, OK. 74802											
5. Argie Davis	132 S. McKinley Shawnee, OK. 74801											
6. Argie Davis	1308 E. Main Shawnee, OK. 74801											
7. John Watts	42900 Westech Rd. Shawnee, OK. 74802											
8. Jonere Dooks	722 S. Bell Shawnee, OK. 74801											

pg 4 of 5

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per *(Name of receiving employee)*

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

Dilapidated Building

Hearing Checklist

ADDRESS 910 N. Hobson

Date: 7-19-22

	yes	no
Water Service last date: 11/17/10		X
Taxes Paid	X	
Mortgage		X
Prior Notice date: / /		X
Vacant	X	
Structure Unsecured		X
Vagrant Complaint(s)		X
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)		X
Property Posted	X	
Ran in paper date: 7/29/22	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

Parcel: 1935-00-012-007-0-000-00

As of: 6/9/2022

ottawatomie County Report

ID: 630021970

Water 11-18-16

Property Owner

Name: WATTS JOHN

Mailing Address: 42900 WESTECH RD
SHAWNEE, OK 74804-0000

Type: (RI) Res. Improv.

Tax Dist: (218) 93 Shawnee

Size (Acres): 0.000

Property Information

Physical Address: 910 N HOBSON

Subdivision: NORTH PARK AP LOTS 3 & 4

Block / Lot: 0012 / 0007

S-T-R: N/A

Extended Legal: NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 &; 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12

Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	$5,230	$628
Building:	25037	3004
Total:	$30,267	$3,632

Taxes:

Estimated Taxes: $365

Homestead Credit: $0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
	0	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
12/11/2019	2019	14483	Warr. Deed	43.50	$29,000	TRADEWIND PROPERTIES LLC	Q	
12/1/2019	2019	13655	Warr. Deed	0.00	$0	HARDY DARRELL	21	
10/10/2017	2018	10812	Warr. Deed	0.00	$0	AZIMUTH PROPERTIES LLC	21	
10/12/2016	2016	11664	Warr. Deed	15.00	$10,000	WAHPEKECHE HAYLEY &	21	
9/14/2015	2015	12704	Quit Claim	0.00	$0	VAN BRUNT AMBER	21	
11/17/2014	2014	16473	Quit Claim	0.00	$0	LARMAN STANLEY G	21	
1/14/2011	2011	891	Warr. Deed	45.00	$30,000	LARMAN GALVIN L	PQ	
6/5/1986	2011	889	NA	0.00	$0	LARMAN GALVIN L & L GAIL	04	

Not a Legal Document.
Subject to terms and conditions.
www.datascoutpro.com

Tax Roll Inquiry

Pottawatomie County Treasurer

Wendy Magnus, Treasurer
325 N. Broadway Ste. 203 Shawnee, OK 74801
Phone: 405-273-0213
Fax: 405-275-8644
E-Mail: noreply@pottcotrea.org

20210021970

Owner Name and Address

WATTS JOHN
42900 WESTECH RD
SHAWNEE OK 74804-0000

Taxroll Information

Tax Year :	2021
Property ID :	1935-00-012-007-0-000-00
Location :	910 N HOBSON SHAWNEE 1
School District :	093S 93 SHAWNEE Mills : 100.76
Type of Tax :	Real Estate
Tax ID :	21970

Legal Description and Other Information:

NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12

Assessed Valuations	Amount
Land	600
Improvements	3054
Net Assessed	3654

Tax Values	Amount
Base Tax	368.00
Penalty	0.00
Fees	0.00
Payments	368.00
Total Paid	368.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/29/2021	15452	Check	Taxes	184.00	JOHN WATTS ->SAME ->->405-826-9534->Check# 36...
03/22/2022	39968	Check	Taxes	184.00	JOHN WATTS ->42900 WESTECH RD ->SHAWNEE OK 74...

Login (build. 11967:20220714.2)
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Building Inspections Preliminary Report

Address 910 N. Hobson

1. Lack of structure maintenance	(Yes) – No
2. Weather/elements entering roof structure	(Yes) – No
3. Weather/elements entering windows or walls	(Yes) – No
4. Weather/elements entering doors	(Yes) – No
5. Exterior siding/ walls degraded	(Yes) – No
6. Foundation degraded/failing	Yes – (No)
7. Structure unsecured	Yes – (No)
8. Nuisance complaints	(Yes) – No
9. Vagrant complaints	Yes – (No)
10. Structure fire	Yes – (No)
11. Structure occupied without utilities	Yes – (No)

Building Inspector [signature] Date 7-19-22


07/28/2022

City of Shawnee
OKLAHOMA

Notice of Hearing Concerning Dilapidated Building(s)

07/28/2022

JOHN WATTS
42900 WESTECH RD
SHAWNEE, OK 74804

Problem Property: 910 N HOBSON
Legal: NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 &; 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT BLK 12

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held byand before a hearing officer of said City Planning department at 222 N.Broadway at **10:30AM**. on **08/25/2022**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. **IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday, August 25, 2022** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM **545 N Elm – Patchins Blk. 4 Lots 47 & 48 – Tracy Climer**

9:30 AM **544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustavo & Karely Gaeta**

10:00 AM **722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. – Joneva Dokes**

10:30 AM **910 N Hobson – North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 – John Watts**

11:00 AM **214 W Oakland -- Shawnee AP BLK. 96 E30' Lots 13 & 14 & PT of Blk. 96 & 97 30'x50'—Roy Heatley**

1:00 PM **202 N Kimberly -- Oak Park Blk. 16 Lots 10 thru 12 – Gregory B Jackson**

1:30 PM **720 S Broadway – AP Shawnee Blk. 150 lot 13 thru 16 – Galilee Baptist Church**

2:00 PM **231 S Oklahoma – Seminole Blk. 3 Lot 24 & 25 – Abe Hernandez**

2:30 PM **132 S Mckinley – Beards AP Blk. 14 PT Blk. C Beards Blk. 3 Lot 10 – Argie Davis**

3:00 PM **315 S Pennsylvania – Seminole Blk. 9 Lot 6 & N1/2 Lot 7 – Lina M Hinton**

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S) PURSUANT TO THE ABOVE STATED PROCEDURE WITHOUT FURTHER NOTICE

(Published One Time in The Coun Democrat, July 29, 2022).

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

July 29, 2022

Publishing Fee $ 100.00

/s/ Renee' Wortham

Subscribed and sworn to before me this 29TH

day of JULY, 20 22.

/s/ Cathy J. Colvin
Notary Public

ommission expires: 07/02/24

Notary Public State of OK
COLVIN
007983
07-02-2024

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FP US POSTAGE $007.70⁰
CORRECTION
ZIP 74801
07/28/2022
034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Gustavo & Kandy Gaeta	6618 Smith Ave Jurupa Valley, CA. 91752	.57	.55	
2. James & Tina Ticer	37 Mojave Shawnee, Ok. 74801	.57	.55	
3. Jonena Dockes	722 S. Bell Shawnee, Ok. 74804	.57	.55	
4. Jonena Dockes	704 S. Union Shawnee, Ok. 74801	.57	.55	
5. Galilee Baptist Church	1025 E. 9th Shawnee, Ok. 74801	.57	.55	
6. Galilee Baptist Church	720 S. Broadway Shawnee, Ok. 74801	.57	.55	
7.				
8.				

pg. 2 of 2

JUL 28 2022
SHAWNEE, OK 74801

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PS Form **3877**, February 2002 *(Page 1 of 2)*

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1. John Watts	42900 Westech Rd. Shawnee, Ok. 74804	.57	.55									
2. Ray Heatley	119 S. Osage Shawnee, Ok. 74801	.57	.55									
3. Gregory B. Jackson	Po Box 3937 Shawnee, ok. 74802	.57	.55									
4. Abe Hernandez	P o Box 354 Shawnee, ok. 74802	.57	.55									
5. Argie Davis	132 S. Mckinley Shawnee, ok. 74801	.57	.55									
6. Lena M. Hinton ET Al	7673 State Hwy 199 Ardmore, ok. 73401	.57	.55									
7. Tracy Climer	545 N. Elm Shawnee, ok. 74801	.57	.55									
8. Tracy climer	48165 Hardesty Rd. Earlsboro, ok. 74840	.57	.55									

pg. 1 of 2

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07/19/2022 08

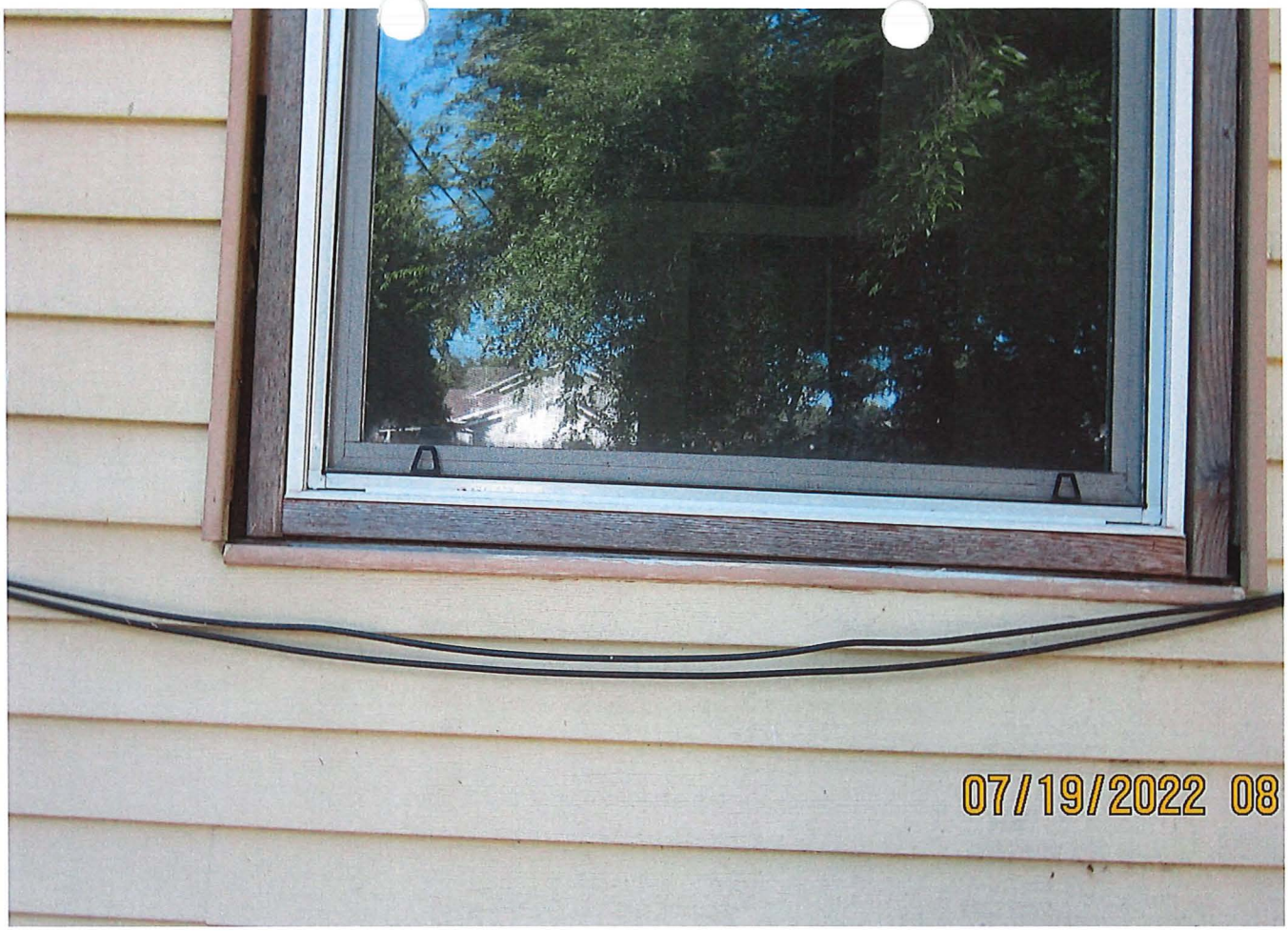

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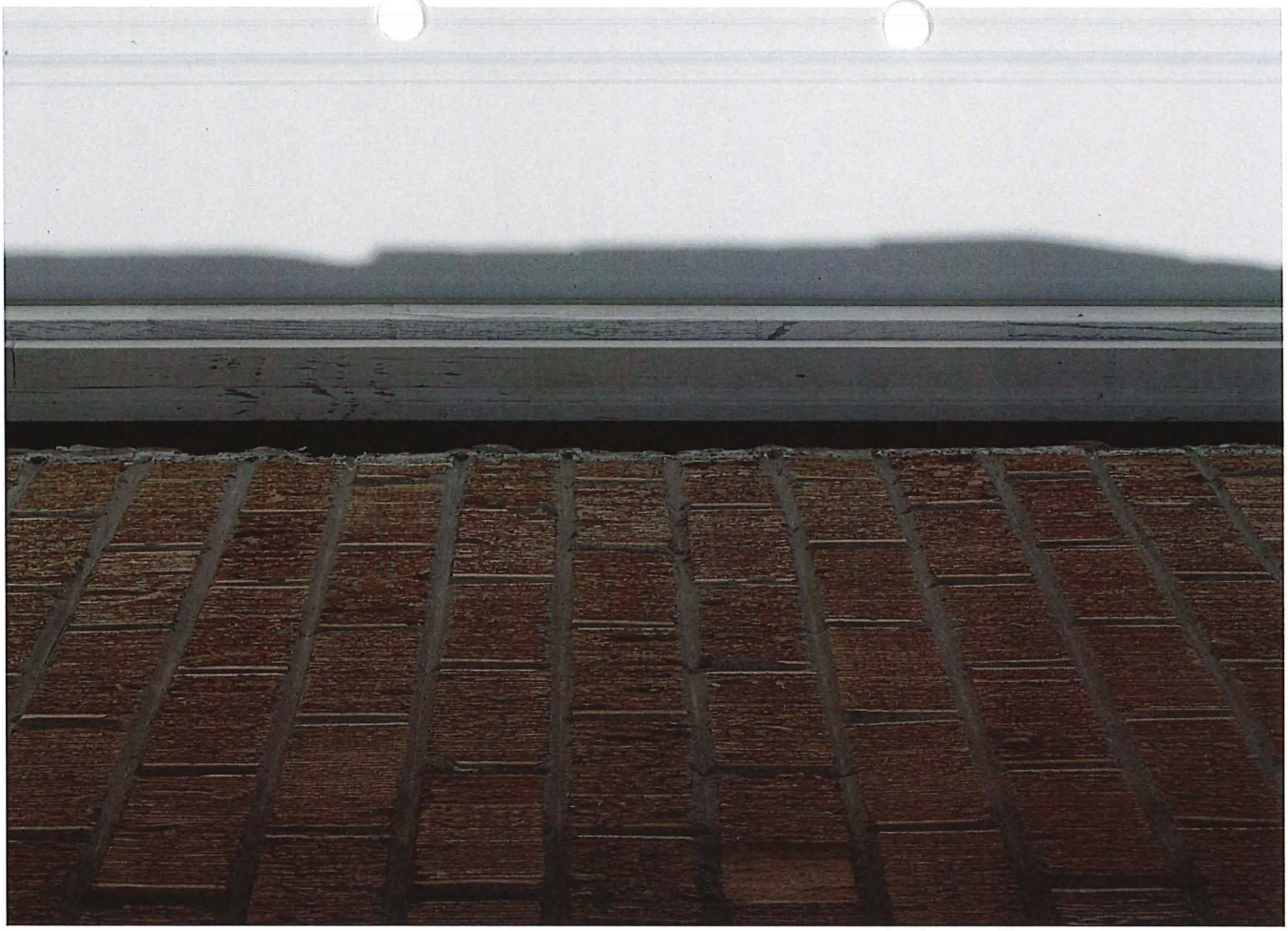

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07/19/2022 08


07/19/2022 08

Regular Board of Commissioners 13.
Meeting Date: 09/06/2022
Appeal
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Consideration of an appeal of an Administrative Order regarding property located at 545 North Elm Street.

Attachments
Appeal Letter
Appeal Documentation

Action Center.

August 26th, 2022;

RECEIVED
AUG 26 2022
CITY CLERK

Concerning the residence at 545 N elm Shawnee, Oklahoma

I Tracy Climer intend to remodel the house for our son's primary residence,

We have been cleaning the trash up inside and around the property, the next step is to repair the open and broken windows to dry in the house, as well as new doors to secure it.

Then replace he sheetrock that has been vandalized as well as the kitchen cabinets. Also, the light fixtures have been stolen so those will be replaced.

We have the fencing to repair and replace as needed to make it more secure.

Thanks for your consideration.

Tracy Climer

405 301 6728

Sambony.TC@gmail.com

Code Enforcement

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: September 1, 2022

To: City Commission

From: Kevin Moore, Building Official

Subject: Demolition Appeal for 545 N Elm

Background: The residential structure at 545 N Elm St was brought to a Public Nuisance Administrative Hearing on the following date:

08.25.2022

The owner failed to appear for the hearing on August 25, 2022. The structure and property are not being maintained and the owner has not made an effort to clean the property. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff request denial of the appeal, and the right to proceed with demolition.

Financial Impact: N/A.

Attachment: Appeal Documentation and Photos

Staff Recommendation: Denial of the appeal.

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
- ☐ COD
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- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

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1. Triple Top Investments LLC	12608 Arnold Dr Oklahoma City, OK 73120	.57 ~~.55~~	.55									
2. Billy G & Linda A. Campbell	46800 E Wolverine Rd Shawnee, OK 74801											
3. Crosstown Outreach Church	622 S. Park Shawnee, OK 74801											
4. Gregory Jackson	PO Box 3937 Shawnee, OK. 74802							pg 4 of 5				
5. Argie Davis	132 S. McKinley Shawnee, OK. 74801											
6. Argie Davis	1308 E. Main Shawnee, OK. 74801											
7. John Watts	42900 Westech Rd. Shawnee, OK. 74802											
8. Jonere Doaks	722 S. Bell Shawnee, OK. 74801											

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- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

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19.25

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Joneua Dockes	7045 Union Shawnee, OK. 74801	.57	.55									
2. Tracy Climer	48105 Hardesty Rd. Earlsboro, OK. 74840	.57	.55									
3. Tracy Climer	545 N Elm Shawnee, OK. 74801	.57	.55									
4.												
5.												
6.												
7.												
8.												

FP US POSTAGE $019.25 CORRECTION ZIP 74801 08/25/2022 034A 0081501630

USPS SHAWNEE OK 74801 AUG 25 2022

3 of 5

Total Number of Pieces Listed by Sender: 35

Total Number of Pieces Received at Post Office: 35

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form **3877**, February 2002 *(Page 1 of 2)*

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545
NO
TRESPASSING
VIOLATORS WILL
BE PROSECUTED
08/25/2022

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 25th day of August, 2022 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative._____

/X failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 545 N. Elm

1) The Respondent shall commence the:

   (a) / / Dismantling and removal of the building(s)

   (b) / / Board and secure structure(s)

   (c) / / Reset hearing date _____ / / I permit pulled void hearing date

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained **prior** to _____, 2022 and shall complete remodel/demo no later than 6 months from date of permit _____, 2022
4) Structure ordered to be razed/removed on or about Sept. 9th, 2022

Failed to appear
Property owner or Representative

K. Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

You have 10 days to appeal this to the City Commission.

HEARING DATE 8-25-22 ADDRESS 545 N Elm

OWNER PRESENT Yes/No/Who

TIME MEETING STARTS 9:00Am 9:25Am

NOTES

2017 Vacant
No Mortgage
taxes 3 yrs past due
Open

Declare demo Sept 9 2022

ORDER Demo

PERMIT OBTAINED BY MEETING ADJOURNED

STRUCTURE REMOVED BY

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 545 N Elm
Lot 047 & 48, Block 004
PATCHINS ADDITION

OWNER: TRACY CLIMER

HEARING DATE: August 25, 2022

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 1025 sqft residential structure with vinly siding and wood frame roof which has been vacant since 2017, according to City utility records.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple broken windows, and the front door is unsecured allowing the elements to enter the structure unimpeded and the property is overgrown and has trash in the rear. There is also ceiling tiles that are falling down in the inside of one of the rooms indicating that there may be a roof leak
- Notice mailed by Certificate of Mailing and posted upon property on or about July 28,2022.
- There is no mortgage
- taxes are three years past due

COMMENTS:

- This building was reported by a citizen as dilapidated. Staff confirmed that the building was a dilapidated structure. Given the extent of deterioration, restoration is likely practical. My recommendation is that the owner must pull a remodel permit within 48 hours of the hearing and the structure must be remolded within (180) days of the permit being issued, or the structure will be demo by the city and a lien will be applied to the property.

CURRENT STATUS:

- There has been no change in the building's physical condition as of July 18, 2022.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

> **1)**That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
> **2)** That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public

- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after September 9 ,2022 if owner fails to apply for permit within the 48hrs or if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after Thursday March 9 ,2023.

075 N. Elm
044 N. Elm
722 S. Bell
910 N. Hobson
214 W. Oakland
502 N. Kimberly
720 S. Broadway
731 S. Oklahoma
732 S. McKinley

910 S. Pennsylvania

Sign In Sheet

DATE 8-25-22

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
545 N. Elm	failed to appear		
544 N. Elm	LaDonna Jones Bryce		
	John Knighten		
	[signature]		
722 S. Bell	Failed to appear		
910 N. Hobson	failed to appear		
214 W. Oakland	[signature]		

Dilapidated Building

Hearing Checklist

ADDRESS 545 N. Elm

Date: 7-18-22

	yes	no
Water Service last date: 2/1/17		X
Taxes Paid 3 past		X
Mortgage		X
Prior Notice date: / /		X
Vacant	X	
Structure Unsecured	X	
Vagrant Complaint(s)	X	
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)	X	
Property Posted	X	
Ran in paper date: 7/29/22	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

Parcel: 2100-00-004-047-0-000-00 **ottawatomie County Report** ID: 630022477

As of: 6/10/2022

Property Owner

Name: CLIMER TRACY

Mailing Address: 545 N ELM
SHAWNEE, OK 74801-0000

Type: (RI) Res. Improv.

Tax Dist: (218) 93 Shawnee

Size (Acres): 0.000

Extended Legal: PATCHINS BLK 4 LOTS 47 &; 48

Property Information

Physical Address: 545 N ELM

Water 2-1-17

Subdivision: PATCHINS

Block / Lot: 0004 / 0047

S-T-R: N/A

cc: 48165 Hardesty Rd. Earlsboro, OK 74840

Market and Assessed Values:

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	$2,794	$335
Building:	15010	1801
Total:	$17,804	$2,136

Taxes:

Estimated Taxes:	$114
Homestead Credit:	$1,000

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Hearing

Land:

Land Use	Size	Units
	2	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
8/20/1992	2129	155	Partner Deed	0.00	$0	ESTATE OF GOOD VIRGINIA	U	

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Subject to terms and conditions.
www.datascoutpro.com

Tax Roll Inquiry

Pottawatomie County Treasurer

Wendy Magnus, Treasurer
325 N. Broadway Ste. 203 Shawnee, OK 74801
Phone: 405-273-0213
Fax: 405-275-8644
E-Mail: noreply@pottcotrea.org

20210822477

Owner Name and Address

CLIMER TRACY
545 N ELM
SHAWNEE OK 74801-0000

Taxroll Information

Tax Year :	2021
Property ID :	2100-00-004-047-0-000-00
Location :	545 N ELM SHAWNEE 1
School District :	093S 93 SHAWNEE Mills : 100.76
Type of Tax :	Real Estate
Tax ID :	22477

Legal Description and Other Information:

PATCHINS BLK 4 LOTS 47 & 48 2.00 Lots

Assessed Valuations	Amount
Land	326
Improvements	1749
Exemptions	1000
Net Assessed	1075

Tax Values	Amount
Base Tax	108.00
Penalty	9.72
Fees	0.00
Payments	0.00
Total Paid	0.00
Total Due	117.72

The Penalty for this tax statement is calculated through July 15, 2022. After that date, another 1.5% of the base tax will be applied.

Date	Receipt	Paid With	Payment For	Amount	Paid By

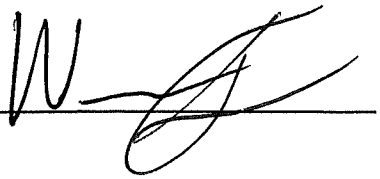
No records Found!

Login (build: 9487:20220317.4)
© 2020 All Rights Reserved. Powered by TM Consulting, Inc.

Building Inspections Preliminary Report

Address 545 N. Elm

1. Lack of structure maintenance	(Yes) – No
2. Weather/elements entering roof structure	Yes – (No)
3. Weather/elements entering windows or walls	(Yes) – No
4. Weather/elements entering doors	(Yes) – No
5. Exterior siding/ walls degraded	Yes – (No)
6. Foundation degraded/failing	Yes – (No)
7. Structure unsecured	(Yes) – No
8. Nuisance complaints	(Yes) – No
9. Vagrant complaints	(Yes) – No
10. Structure fire	Yes – (No)
11. Structure occupied without utilities	Yes – (No)

Building Inspector  Date 7-18-22


07/18/2022 13


545
07/18/2022 13


07/18/2022 13




07/18/2022 13


07/18/2022 13


07/18/2022 13


07/18/2022 13

NIXIE 731 DE 1 0008/02/22
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
BC: 74802144848 *0557-11218-02-23

74802>1448
VAC
OKLAHOMA CITY OK 730
28 JUL 2022 PM 7 L

FIRST-CLASS MAIL
PERSORTED
U.S. POSTAGE
SHAWNEE OK
PERMIT NO. 368
First Class Mail
ZIP 74801
07/28/2022
034A 0081801630

ACTION CENTER

07/28/2022

TRACY CLIMER
545 N ELM
SHAWNEE, OK 74801

roblem Property: 545 N ELM

74801-722845

City of Shawnee
OKLAHOMA

Notice of Hearing Concerning Dilapidated Building(s)

07/28/2022

TRACY CLIMER
545 N ELM
SHAWNEE, OK 74801

Problem Property: 545 N ELM
Legal: PATCHINS BLK 4 LOTS 47 & 48

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

A public hearing will be held byand before a hearing officer of said City Planning department at 222 N.Broadway at **9:00AM**. on **08/25/2022**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. **IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: TRACY CLIMER 48165 HARDESTY RD EARLSBORO,OK.74840


545
07/28/2022

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
- ☐ COD
- ☐ Delivery Confirmation
- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. John Watts	42900 Westech Rd. Shawnee, ok. 74804	.57	.55									
2. Roy Heatley	119 S. Osage Shawnee, ok. 74801	.57	.55									
3. Gregory B. Jackson	Po Box 3937 Shawnee, ok. 74802	.57	.55									
4. Abe Hernandez	P o Box 354 Shawnee, ok. 74802	.57	.55									
5. Argie Davis	132 S. McKinley Shawnee, ok. 74801	.57	.55									
6. Lena M. Hinton ET Al	7673 State Hwy 199 Ardmore, ok. 73401	.57	.55									
7. Tracy Climer	545 N. Elm Shawnee, ok. 74801	.57	.55									
8. Tracy Climer	48165 Hardesty Rd. Earlsboro, ok. 74840	.57	.55									

pg. 1 of 2

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
- ☐ COD
- ☐ Delivery Confirmation
- ☐ Express Mail
- ☐ Insured
- ☐ Recorded Delivery (International)
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)
Postmark and Date of Receipt

FP US POSTAGE $007.70⁰
CORRECTION
ZIP 74801
07/28/2022
034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Gustavo & Kandy Gaeta	6618 Smith Ave Jurupa Valley, CA. 91752	.57	.55	
2. James & Tina Ticer	37 Mojave Shawnee, Ok. 74801	.57	.55	
3. Jonevia Dockes	722 S Bell Shawnee, Ok. 74804	.57	.55	
4. Jonevia Dockes	704 S. Union Shawnee, Ok. 74801	.57	.55	
5. Galilee Baptist Church	1025 E. 4th Shawnee, Ok. 74801	.57	.55	
6. Galilee Baptist Church	720 S. Broadway Shawnee, Ok. 74801	.57	.55	
7.				
8.				

pg. 2 of 2

Total Number of Pieces Listed by Sender: 14
Total Number of Pieces Received at Post Office: 14
Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 *(Page 1 of 2)*
Complete by Typewriter, Ink, or Ball Point Pen

(Published One Time in The County Democrat, July 29, 2022).

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday, August 25, 2022 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 545 N Elm – Patchins Blk. 4 Lots 47 & 48 – Tracy Climer

9:30 AM 544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustavo & Karely Gaeta

10:00 AM 722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. – Joneva Dokes

10:30 AM 910 N Hobson – North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 – John Watts

11:00 AM 214 W Oakland -- Shawnee AP BLK. 96 E30' Lots 13 & 14 & PT of Blk. 96 & 97 30'x50' – Roy Heatley

1:00 PM 202 N Kimberly -- Oak Park Blk. 16 Lots 10 thru 12 – Gregory B Jackson

1:30 PM 720 S Broadway – AP Shawnee Blk. 150 lot 13 thru 16 – Galilee Baptist Church

2:00 PM 231 S Oklahoma – Seminole Blk. 3 Lot 24 & 25 – Abe Hernandez

2:30 PM 132 S Mckinley – Beards AP Blk. 14 PT Blk. C Beards Blk. 3 Lot 10 – Argie Davis

3:00 PM 315 S Pennsylvania – Seminole Blk. 9 Lot 6 & N1/2 Lot 7 – Lina M Hinton

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

July 29, 2022

Publishing Fee $ 100.00

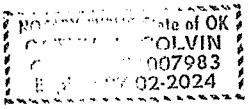
/s/ Renee' Wortham

Subscribed and sworn to before me this 29TH

day of JULY, 20 22.

/s/ Cathy J. Colvin
Notary Public

Commission expires: 07/02/24



NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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3:00 PM **315 S Pennsylvania – Seminole Blk. 9 Lot 6 & N1/2 Lot 7 – Lina M Hinton**

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

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Regular Board of Commissioners 14.

Meeting Date: 09/06/2022

Proposal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services for Shawnee Twin Lakes, Lake No. 2.

Attachments

Proposal

Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: September 1, 2022

To: City Commission

From: Seth Barkhimer, Director of Engineering

Subject: Consideration of a contract with Elevation Land Surveying for Shawnee Lake 2 Platting

Background: The City owns and operates "Shawnee Twin Lakes." Lake 1 was constructed in 1935 and Lake 2 in 1960. In September of last year, the City Commission approved a contract with Elevation Land Surveying for the overall plat of Lake 1. That Final Plat for Lake 1 was approved at the August 15th commission meeting.

With Lake 1's external boundary now established, staff would like to complete the same process for Lake 2. The proposed contract is summarized below:

- Establish existing property boundaries
    - Document research at the County Clerk's office to establish current property parcels
    - Complete field research
    - Set survey monuments at all property corners
- Prepare a signed and sealed plat conforming to PELS Standards

Considering the Lake Advisory Committee report and looking forward to the results of the Twin Lakes masterplan effort, this effort will provide the foundation for the implementation of related recommendations.

Financial Impact: $88,500.00; funding through: Capital Outlay Buildings and Improvement, 302-5-0810-54200.

Attachment: Contract.

Staff Recommendation: Award of the Contract.

ELEVATION
LAND SURVEYING

Elevation Land Surveying, LLC proposes to provide professional survey services to the City of Shawnee (Client). The following is our understanding of the project and scope of our survey services associated with the City of Shawnee property located around the Shawnee Twin Lakes, Lake #2 in Pottawatomie County, Oklahoma.

SURVEY SCOPE:

Subject property located in parts of Sections Two (2), Three (3), Four (4), Eight (8), Nine (9), Ten (10), and Eleven (11) all in T-10-N R-2-E of the I.M, Pottawatomie County, Oklahoma.

- Complete document research at the county clerk's office of subject property in order to determine exactly what is currently owned by the City of Shawnee.
- Complete document research at the county clerk's office of adjoining properties as needed to aid in establishing in the subject property boundary line location.
- Complete an easement and right-of-way document search within the subject property at the county clerk's office.
- Complete exterior boundary survey of above-described property.
    - Complete the field research needed to accurately determine/establish all exterior property corners.
    - Set a survey monument (iron pin with plastic cap) at all property corners not found.
- Prepare a signed and sealed Plat of Survey to conform to Minimum Standards as set forth by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, to be used for the formal subdivision platting process, including the following:
    - All found or set property corners
    - Property line dimensions
    - Total acreage
    - Legal description
    - All easements or right-of-way documents found

ELEVATION
LAND SURVEYING

PROPOSED SURVEYING CONTRACT FEE SUMMARY

Survey Services	
• Boundary Survey	$ 88,500.00

COMPENSATION FOR SERVICES

- The cost estimate for the proposed project is based on a lump sum amount for the pre-specified survey scope.
- Net-30 Payment Terms

Thank-you again for considering Elevation Land Surveying for your surveying needs. If the terms of the survey scope and contract fee proposal are agreeable, please sign and return a scanned or hard copy to me via email or at the address listed below. If you have any questions or need additional information, please call me at 405.493.9393.

Sincerely,



Tanner J. Wentworth, PLS
Chief Operating Officer
www.elevationls.com

Elevation Land Surveying, LLC
8501 SW 15th St.
Oklahoma City, OK 73128

Accepted By,

By: _____

Print: _____

Date: _____

Address: _____

Phone: _____

Regular Board of Commissioners 15.

Meeting Date: 09/06/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution authorizing application for High Hazard Potential Dam (HHPD) Grant from the Oklahoma Water Resources Board.

Attachments

Memo

Application

Resolution

Office of Engineering

222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: September 1, 2022

To: City Commission

From: Seth Barkhimer, Director of Engineering

Subject: Consideration of a Resolution for the High Hazard Potential Dam Grant from the Oklahoma Water Resources Board

Background: The Oklahoma Water Resources Board (OWRB), and more specifically Oklahoma Administrative Code 785:25-9-1, requires that the City of Shawnee's lake dams be inspected annually. As part of that process, the lake dams were inspected at the end of 2021, and the report was submitted to OWRB. Lake 1 received a "poor" overall rating, while Lake 2 received a "fair" overall rating.

In response to the inspection report, OWRB and City staff began exploring funding options to mitigate the deficiencies on Lake 1. The High Hazard Potential Dam (HHPD) Grant program that OWRB administers is setup for just this purpose. This resolution authorizes staff to complete the application and continue to pursue HHPD funding opportunity.

The grant staff is initially applying for will cover field investigation and design, with another opportunity for grant funding for construction at a later date.

Financial Impact: N/A

Attachment: 2021 OWRB Letter.

Staff Recommendation: Approval of the Resolution.

Oklahoma Water Resources Board FEMA High Hazard Potential Dams (HHPD) Grant FY22 Application

65% of Project Cost Maximum Grant Amount

To be considered for FY22 HHPD grant funding please fill out all sections of the application and include attachments of required documents. A brief description of each section can be found below.

1. **Contact Information**
   The contact information for all involved parties is critical in setting up grant meetings, coordinating grant financial accounts, and collecting required documents.

2. **Environmental Planning and Historic Preservation (EHP) Checklist and Related Questions**
   All projects must participate in the FEMA EHP review process. As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable. The first step in this process is completing the EHP checklist for the proposed project.

3. **Scoping Narrative, Schedule, and Budget**
   A scoping narrative with **proposed activities, activity duration, and estimated budget** will need to be submitted. FEMA will evaluate proposed activities for eligibility. Eligible activities include repair, removal, and other structural or nonstructural measures to rehabilitate an eligible high hazard potential dam. **It is important to note that activities that are considered routine maintenance or repair of damage that resulted from deferred maintenance are NOT eligible.**

   An estimated budget for proposed project activities will need to be submitted. The HHPD grant has a cost share of up to 65% of eligible project cost.

4. **Signed Statement of Assurances and Verification**
   The sub-applicant will need to sign the assurances that are required conditions of the HHPD grant program and verify all application information.

5. **Example Grant Resolution**
   An example grant resolution is provided for reference if required by entity.

1. Contact Information

Applicant's Signature Authority

Name: Andrea Weckmueller-Behringer
Address: 16 W 9th Street
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.878.1601
Email: andrea.weckmueller-behringer@shawneeok.org

Applicant's Accountant

Name: Lindsey McNabb-Fox
Address: 16 W 9th Street
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.878.1650
Email: lindsey.fox@shawneeok.org

Applicant's Main Point of Contact

Name: Seth Barkhimer
Address: 222 N Broadway Street
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.878.1506
Email: seth.barkhimer@shawneeok.org

Hazard Mitigation Officer

Name: Rachelle Erickson
Address: 16 W 9th Street
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.878.1652
Email: rachelle.erickson@shawneeok.org

Applicant's Legal Counsel

Name: Joe Vorndran
Address: 130 N Broadway, Suite 100
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.214.2348
Email: joe@stuartclover.com

Engineering Contact

Name: Seth Barkhimer, PE
Address: 222 N Broadway Street
City/State/Zip: Shawnee / OK / 74801
County: Pottawatomie
Phone: 405.878.1506
Email: seth.barkhimer@shawneeok.org

2. Environmental Planning and Historic Preservation (EHP) Checklist

Award #: EMW-2022-GR-_____
State Authorized Agency (SAA): OWRB / OK State
Date EHP checklist completed 8.12.2022
Person completing EHP checklist: Seth Barkhimer, PE
Phone: 405.878.1506
Email: seth.barkhimer@shawneeok.org

Project Activity Type: Investigation and Design
Project Name: Shawnee Twin Lake Dam #1 Rehabilitation
Dam name: Shawnee Twin Lake Dam #1
NID#: OK11039

"Yes" indicates that the environmental regulation or statute may apply to your project. If "Yes," please provide relevant information and/or documentation to support your answers. This list is not all- inclusive. (Rehabilitation of High Hazard Potential Dams, Grant Program Guidance, June 2020, FP 104-008-7; Page102)

Environmental Regulation or Statute		Yes	No	If yes, provide description here
National Historic Preservation Act (NHPA)				
1.A	Would the proposed activity affect, or is the proposed activity in close proximity to, any buildings or structures 50 years or more in age? What is the construction date of the dam?	☐	☑	
1.B	Will the proposed activity involve disturbance of ground? If yes, provide a description and dimensions of the anticipated ground disturbance.	☑	☐	It will be investigative boring. No substantial ground clearing.
Endangered Species Act (ESA)				
2.A	Are federally listed or endangered species, or their critical habitat, present in or near the project area and, if so, which species are present?	☐	☑	
2.B	Will the propose activity remove or affect vegetation?	☑	☐	Very limited vegetative disturbance.
2.C	Is the proposed activity in or near (within 200 feet), or likely to affect, any type of water body or body of water?	☑	☐	Geotechnical investigative boring on the dam.
Clean Water Act (CWA) and Rivers and Harbors Act				

Environmental Regulation or Statute		Yes	No	If yes, provide description here
3.A	Will the proposed activity involve dredging or disposal of dredged material, excavation, the addition of fill material, or result in any modification to water bodies or wetlands designated as "waters of the United States" as identified by the U.S. Army Corps of Engineers or the National Wetland Inventory?	☐	☑	
Executive Order 11988 (Protection of Floodplains) and Executive Order 11990 (Protection of Wetlands)				
4.A	Does a Flood Insurance Rate Map, Flood Hazard Boundary Map, hydrology study, or some other source indicate that the activity is located in, or will affect, a 100-year floodplain, a 500-year floodplain (if a critical action), an identified regulatory floodway, or an area prone to flooding?	☑	☐	Investigative boring will potentially take place within the 100-year floodplain.
4.B	Is the proposed activity located in, or will it affect, a wetland as listed in the National Wetland Inventory?	☐	☑	
4.C	Will the proposed activity alter a watercourse, water flow patterns, or a drainage way, regardless of floodplain designation?	☐	☑	
4.D	Is the proposed activity located in, or will it affect, a floodplain or wetland.	☑	☐	Floodplain as indicated in 4.A
Coastal Zone Management Act (CZMA) and Coastal Barrier Resources Act (CBRA)				
5.A	Is the proposed activity located in the state's designated coastal zone?	☐	☑	
5.B	Is the proposed activity located in a Coastal Barrier Resources System Unit or Otherwise Protected Area?	☐	☑	
Farmland Protection Policy Act (FPPA)				
6.A	Will the proposed activity convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use?	☐	☑	
Resource Conservation Recovery Act (RCRA) and Comprehensive Environmental Response, Compensation, and Liability Act				
7.A	Is there reason to suspect there are contaminants from a current or past use on	☐	☑	

Environmental Regulation or Statute		Yes	No	If yes, provide description here
	the property associated with the proposed activity?	☐	☑	
7.B	Are there any studies, investigations, or enforcement actions related to the property associated with the proposed activity?	☐	☑	
7.C	Will any project construction or operation activities involve the use of hazardous or toxic materials?	☐	☑	
7.D	Are any of the current or past land uses of the property associated with the proposed activity, or are any of the adjacent properties associated with toxic materials?	☐	☑	
Executive Order 12898 (Environmental Justice for Low-Income and Minority Populations)				
8.A	Are there any low-income or minority populations in the project's area of effect or adjacent to the property?	☐	☑	
Other Environmental/Historic Preservation Laws (including applicable state laws) or Issues				
9.A	Are other environmental/historic preservation requirements associated with this project?	☐	☑	
9.B	Are any controversial issues associated with this project?	☐	☑	
9.C	Have any public meetings been conducted, public notices been circulated, or public comments been solicited on the proposed project?	☐	☑	

Does this HHPD project include ground disturbance or construction during this grant cycle?

Yes ☑ No ☐

If yes, include the following additional information:

- Lat/ Long of anticipated disturbance locations:

  Lat: 35 deg. 20' 57.89" N

  Long: 97 deg. 4' 5.29" W

- Three representative photographs of project area:



Image 1: Crack and Depression in Crest



Image 2: Crack and Depression in Crest increasing year over year

- Detailed Description of project activities that include ground disturbance

  - Field Investigation:

  A total of four (4) boring to be drilled for the project near the west end of the dam. Two (2) borings will be spaced along the crest of the dam to estimated depths of 50 feet and two (2) borings will be drilled along the toe of the dam to an estimated depth of 30 feet.

  Sampling will be in general accordance with industry procedures wherein Shelby tube samples, split-barrel samples, and/or hand auger samples are obtained. Four samples will be obtained within the upper ten feet of each boring and at intervals of five feet thereafter or where ever there is a change in soil type. In addition, groundwater levels will be recorded during and immediately after drilling. Groundwater levels will also be measured approximately 24 hours after drilling has been completed. Soil samples will be collected and classified in the field and then be transported to our laboratory in appropriate sample containers for further testing.

  The borings will be supplemented with Cone Penetration Test (CPT), soundings. A CPT will occur adjacent to each boring to develop a continuous profile of the soil properties in terms of shear strength and compressibility.

  A geophysical investigation consisting of shear wave testing to evaluate the depth of bedrock consistency and the shear wave characteristics of soil and rock.

  Traffic Control will be required to perform the two borings along the crest and the geophysical investigation.

3. Scoping Narrative, Schedule, and Budget

- Attach a scoping narrative with **proposed activities, activity duration, and estimated budget** to this application. All proposed project activities must be eligible and cannot include items that are considered routine maintenance, or repair of damage that resulted from deferred maintenance. The table below shows examples of eligible activities. **If you are unsure if your proposed activity is eligible, please reach out to the dam safety team.**

- For each activity, please include the expected duration. The duration for the purpose of this submittal should be the estimated amount of time it will take to complete each activity, not specific dates (for example 3 - 6 weeks).

- Attach a proposed budget for all project activities to this application. The HHPD grant has a cost share of **up to 65 percent** of eligible project cost. The remaining 35 percent of eligible activity costs of the project will be the responsibility of the owner and must be derived from non-federal sources, which may be in-kind. All in-kind activities must be listed in scoping narrative.

Category	Example of Eligible Project Activities
Planning	• Development of evacuation plans, plans for flood fighting, or community response plans to include in the floodplain management plan • Coordination of EAP and EOPs for different release conditions • Activities and studies that determine risks associated with eligible dams • Environmental studies for NEPA compliance • Development of operation and maintenance plans • Public education and awareness of flood risks associated with the eligible dam project • Dam risk and consequence assessments Feasibility studies • Preliminary engineering studies Alternatives analysis • Mapping, engineering survey, and inundation modeling
Design	• Engineering design • Development of specifications
Construction	• Repair or rehabilitation of the dam • Dam removal • Construction monitoring • Installation of early warning systems associated with the eligible dam project

4. Sub-applicant Assurance Statements for All Activities

Sub-applicant Assurance Statements for All Activities

By signing this document, the sub-applicant agrees that the following statements are true and that any obligations and liabilities of the sub-applicant presented in this section have been and will continue to be met for the duration described herein.

1. National Floodplain Insurance Program Participation

The sub-applicant assures that the community in which the dam is located participates in, and complies with, all applicable regulations of the National Flood insurance Program, and is in good standing, not on probation, suspended, or withdrawn from such Program.

2. Compliance with Hazard Mitigation Planning

The sub-applicant assures that the Tribal or local government with jurisdiction over the area in which the dam is located has in place a FEMA approved hazard mitigation plan that includes all dam risks. If the Tribal or local mitigation plan does not include all dam risks, the subrecipient may request an extension to meet this requirement. The sub-applicant assures that all activities relating to the public in the area around the dam will be performed in accordance with the state and local hazard mitigation plans.

3. Selection of Engineers and Architects

The sub-applicant assures compliance with Chapter 11 of Title 40; Selection of Engineers and Architects. The sub-applicant will provide documentation of the selection process.

4. Cost-Share

The sub-applicant assures that they are a non-federal entity and are able to secure non-federal cost-sharing amount of not less than 35 percent of the total project costs.

5. Project Initiation and In-Kind Expenses

The sub-applicant assures that no project activities will start prior to the finalization of the grant agreement with the OWRB and that all in-kind expenses will be included in original scope for consideration.

Additional Sub-applicant Assurance Statements for Construction Related Activities

6. Operation & Maintenance Plan

The sub-applicant assures that they will provide operation & maintenance of the project for the expected life of the dam following the completion of rehabilitation, and that the sub-applicant will have adequate funding resources for those operation & maintenance activities for the same time period.

7. Federal Labor Standards

The sub-applicant assures compliance with Section 5196(j)(9) of Title 42 of the U.S. Code (as in effect on December 16, 2016), which defines wage and labor standards for construction employees and contractors. The sub-applicant assures that these labor standards will be maintained throughout construction.

8. Floodplain Management Plan

The sub-applicant assures they will have in place (or will be developed not later than 2 years after the date of execution of a dam rehabilitation or removal project agreement and implemented not later than 2 years after the date of completion of a project) a floodplain management plan to reduce the impacts of future flood events in the area impacted by the project.

Sub-applicant Assurances and Verification

I, _____, being first duly sworn and upon oath state: that I am the duly authorized representative for the Sub-applicant herein; that I have read the contents of the within and foregoing FEMA HIGH HAZARD POTENTIAL DAM GRANT FY22 APPLICATION and am familiar with the contents thereof including but not limited to Sub-applicant Assurance Statements; and that the matters and information therein set forth are, to the best of Sub-applicant's knowledge and belief, true and correct.

Applicant: _____

By: _____

Name: _____

Title: _____

(Applicant's Representative)

Subscribed and sworn to before me this ___ day of _____, 20 ___.

_____

(Notary Public)

My Commission Expires:

_____

(SEAL)

5. Example Grant Resolution

[This is only an example of a HHPD Grant Resolution] RESOLUTION AUTHORIZING APPLICATION FOR HIGH HAZARD POTENTIAL DAM (HHPD) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD

WHEREAS, FEMA's Rehabilitation of High Hazard Potential Dams Grant Program (HHPD) makes available federal funds to eligible states for pass through to non-Federal governmental organizations or nonprofit organizations for the rehabilitation of dams that fail to meet minimum dam safety standards and pose unacceptable risk to life and property.

WHEREAS, OWRB is designated as a State Administrative Agency (SAA) for the HHPD funding and acts as a pass-through entity.

WHEREAS, [OWNER NAME] is an eligible sub-applicant according to the FEMA's eligibility criteria; and

WHEREAS, [OWNER NAME] is the owner of the [DAM NAME Dam] that the project is eligible according to the project eligibility criteria as provided in 33 U.S.C. § 467f-2.

NOW THEREFORE, BE IT RESOLVED that a dam poses unacceptable risk to the public and exists in the [City/Town of Anytown], and by reason thereof, [AUTHORIZED SUB-APPLICANT REPRESENTATIVE, For example: the Mayor OR Chairman of the Board of Trustees], is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application with the Oklahoma Water Resources Board on behalf of [OWNER NAME].

PASSED AND APPROVED by the [For example: Town Council OR Board of Trustees] of [For example: the Town of Anytown OR the Anytown Utilities Authority] this ____ day of 20___.

[ENTITY NAME]

By: _____
Title: _____

ATTEST:

_____
(SEAL)

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING APPLICATION FOR HIGH HAZARD POTENTIAL DAM (HHPD) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD (OWRB).

WHEREAS, FEMA'S Rehabilitation of High Hazard Potential Dam (HHPD) Grant Program makes available federal funds to eligible states for pass-through to non-Federal governmental organizations or nonprofit organizations for the purpose of rehabilitation of dams that fail to meet minimum dam safety standards and have a condition rating of *Poor* as identified in the National Inventory of Dams (NID);

WHEREAS, OWRB is designated as a State Administrative Agency (SAA) for the HHPD funding and acts as a pass-through entity;

WHEREAS, the City of Shawnee is an eligible sub-applicant according to FEMA's eligibility criteria; and

WHEREAS, the City of Shawnee is the owner of Shawnee Twin Lake 1 Dam, and the dam project is eligible according to the project eligibility criteria provide in 33 U.S.C. §467f-2;

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

That a dam exists in the City of Shawnee that has received a condition rating of *Poor* as identified in the National Inventory of Dams (NID), and by reason thereof, the City Manager is hereby authorized and directed to sign an application and related documents necessary to file and process a grant application with the Oklahoma Water Resources Board on behalf of the City of Shawnee.

PASSED AND APPROVED this _____ day of September, 2022.

_____
ED BOLT, MAYOR

ATTEST:
(SEAL)

_____
LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners 16. a.
Meeting Date: 09/06/2022
Bis Open
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Shawnee City Lake Dam Improvements (Open)

Attachments
Bid Specifications
Bid Plans
Addendum
Plan Holders List

Shawnee City Lake
Dam Repairs

Project No. C-21-06B



City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
405-273-1250

Plans and Specifications
Prepared By:
MESHEK & ASSOCIATES, PLC
2000 N. Classen Blvd.
No. E. 250
Oklahoma City, OK 73106

THE CITY OF SHAWNEE

APPROVAL SHEET

Shawnee City Lake Dam Repairs

Project No. C-21-06B

Prepared by:

Meshek & Associates, PLC
2000 N. Classen Blvd
No. E. 250
Oklahoma City, OK 73106

Harris C. Wilson

Harris Wilson, PE
Project Engineer

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City of Shawnee

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INVITATION FOR BIDS
Shawnee City Lake Dam Improvements
City of Shawnee

Notice is hereby given that the City of Shawnee (City) will receive sealed bids for the construction of **Project No. C-21-06B Shawnee City Lake Dam Repairs** at the office of the City Clerk until **4:00 PM (CST) on September 6, 2022.** Bids will be opened and publicly read at the regularly scheduled City Commission Meeting beginning at 6:00 pm on September 6, 2022.

The project consists of furnishing all materials, labor, and expenses necessary for the grading and erosion protection improvements as called for in the contract documents. Documents may be examined between the hours of 8:00 a.m. to 5:00 p.m. Monday – Friday at the following locations:

City of Shawnee
16 W. 9th Street
Shawnee, OK 74801

Meshek & Associates
2000 N. Classen Blvd.
No. E. 250
Oklahoma City, OK 73106

Printed copies of the contract documents may be obtained at the office of Meshek and Associates, upon payment of $50.00 for each set. Shipping of plans will require an additional charge.

Digital (.pdf) files of all bid documents will be available for download free of charge. It will be the responsibility of the bidder to print all required documents for a complete and acceptable bid submittal.

A **mandatory Pre-Bid Conference** will be held **August 25th, 2022 at 10:00 am (CST)** at 16 W. 9th Street, Shawnee, OK 74801 in the City Hall Commission Chambers. The last date for questions will be **August 31st, 2022**.

Proposals shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the total amount of the bid, payable to the City of Shawnee, Oklahoma, as a bid guaranty.

The following bonds will be required from the Contractor:

- Performance Bond equal to the full amount of the contract price;
- Statutory Bond equal to the full amount of the contract price;
- Maintenance Bond equal to the full amount of the contract price for a term of one year following acceptance of the project by the City.

Bids shall be submitted in sealed envelopes addressed to City Clerk, City of Shawnee, 16 W. 9th Street, Shawnee, OK 74801, and marked **Bid Proposal for: Project No. C-21-06B Shawnee City Lake Dam Repairs.**

INVITATION FOR BIDS
Shawnee City Lake Dam Improvements
City of Shawnee

The bidder must supply all the information required by the Bid Proposal Form including completion of bidder certifications and affidavits. Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. The City of Shawnee reserves the right to reject any and all bids and to select the lowest responsible bidder.

The attention of all bidders is called to the fact that they must meet the requirements of, and bid in accordance with, the laws of the State of Oklahoma governing contracts with municipalities for public works contracts and improvements to public property.

DATED this 1st day of August, 2022.

Andrea Weckmueller-Behringer, City Manager
City of Shawnee

INSTRUCTIONS TO BIDDERS
Shawnee City Lake Dam Repairs
City of Shawnee

PROPOSALS. All proposals must be made to the City of Shawnee (City) on the forms provided in this bound copy of the contract documents. All proposals must be legibly written in ink, with all prices given in words and figures. No alterations in proposal or in the printed forms therefor, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the City may require the Bidder to identify the alteration so initialed. No erasures, interpolations, or other physical changes shall be made by anyone, in any bid, after its submission by the Bidder. Each proposal submitted shall be enclosed in a sealed envelope, addressed to the City, and endorsed on the outside of the envelope with the name of the Bidder and marked **Bid Proposal for: "Project No. C-21-06B Shawnee City Lake Dam Repairs"**. The sealed proposal shall be filed with the City Clerk within the time set for receipt of bids.

IB-1. **MANDATORY PRE-BID CONFERENCE**. A mandatory pre-bid conference will be held as noted in the Invitation for Bids.

IB-2. **BOUND COPY OF CONTRACT DOCUMENTS**. None of the Instructions to Bidders, Proposal Form, Bond Forms, Contract Agreement, General Conditions, Special Conditions or Specifications shall be removed from this bound copy of documents prior to filing same with the City Clerk.

IB-3. **PROPOSAL GUARANTEE**. Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable Bidder's Bond with an authorized Surety Company as surety, in an amount of not less than five percent (5%) of the total bid.

The proposal guarantee shall be made payable without condition to the City and the amount of the check or bond may be retained by and forfeited to said City as liquidated damages if such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within **15 calendar days** after such award is made by the City.

IB-4. **SIGNATURE OF BIDDERS**. Each Bidder shall sign his/her proposal, using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word "president", "secretary", "agent", or other designation without disclosing his/her principal may be held to be the bid of the individual signing. Satisfactory evidence of the authority of the officer signing in behalf of a corporation should be furnished.

IB-5. **ONLY ONE PROPOSAL**. No Bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

IB-6. **QUALIFICATIONS OF BIDDERS**. Bidders shall have a practical knowledge of the particular work and shall have the necessary financial resources to complete the proposed work.

IN DETERMINING THE LOWEST AND BEST BID, THE FOLLOWING ELEMENTS WILL BE CONSIDERED: WHETHER THE BIDDER INVOLVED (A) MAINTAINS A PERMANENT PLACE OF BUSINESS; (B) HAS ADEQUATE PLANT EQUIPMENT TO DO THE WORK PROPERLY AND EXPEDITIOUSLY; (C) HAS A SUITABLE FINANCIAL STATUS TO MEET OBLIGATIONS INCIDENT TO THE WORK; AND (D) HAS APPROPRIATE TECHNICAL EXPERIENCE.

DETERMINATION OF THE BEST BID WILL BE DETERMINED ON THE BEST COMBINATION OR ALL BIDS AS THE CITY SEES FIT IN ACCORDANCE WITH AVAILABLE FUNDING. A BIDDER MAY BE CONSIDERED UNRESPONSIVE IF (S)HE DOES NOT BID ALL OF THE ITEMS.

EACH BIDDER MAY BE REQUIRED TO SHOW THAT FORMER WORK PERFORMED BY HIM HAS BEEN HANDLED IN SUCH MANNER THAT THERE ARE NO JUST OR PROPER CLAIMS PENDING AGAINST SUCH WORK. NO BIDDER WILL BE ACCEPTABLE IF (S)HE IS ENGAGED ON ANY OTHER WORK, WHICH IMPAIRS HIS/HER ABILITY TO FINANCE THIS CONTRACT OR PROVIDE PROPER EQUIPMENT AND LABOR.

IB-7. **LOCAL CONDITIONS AFFECTING WORK**. Each Bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures and facilities affecting or which are affected by the proposed work, access to the site, the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It is understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment, to any contract award thereunder, in the event the lack of such prior investigation affects the cost of the work.

IB-8. **SUBSURFACE CONDITIONS**. The Bidder shall be completely responsible for investigating subsurface conditions that may affect the proposed work and preparing his/her bid accordingly. The existence of unforeseen subsurface conditions, whether investigated or not, that adversely affect the work, shall not entitle the Bidder to any additional compensation.

IB-9. **INTERPRETATION OF CONTRACT DOCUMENTS**. Any prospective Bidder who is in doubt as to the true meaning of any part of the Contract Documents may submit to

the Engineer a written request for an interpretation thereof. Any interpretation of such documents will be made only by Addendum duly issued and e-mailed or faxed to each bid document holder of record. **No interpretations will be provided for solicitations submitted past the "last date for questions" stated in the Invitation for Bids**. The City will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the City. The attention of the Bidder is called to the provisions of the General Conditions relative to delays and extensions of time, and to liquidated damages.

IB-10. **TIME OF COMPLETION**. The time of completion of the work is a basic consideration of the contract. It will be necessary that the Bidder satisfy the City of his/her ability to complete the work within the stipulated time. The allowable number of working days is stated in Article 8 of the Contract Agreement.

IB-11. **WITHDRAWAL OF BID**. No Bidder may withdraw his/her proposal for a period of **30 calendar days** after the date and hour set for the opening herewith. A Bidder may withdraw his/her proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the proposal.

IB-12. **ACCEPTANCE AND REJECTION OF BIDS**. The City reserves the right to accept the bid which, in its judgment, is the lowest responsible bid, to reject any or all bids, and to waive irregularities in bids.

IB-13. **RETURN OF PROPOSAL GUARANTEE**. The proposal guarantee deposit of the Bidder will be returned when and in case his/her proposal is rejected. The proposal guarantee deposit of the Bidder to whom the contract award is made will be returned provided and when said successful Bidder executes a contract and files satisfactory bonds and proof of insurance coverage, as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed **45 calendar days** pending the execution of the contract by the successful Bidder.

IB-14. **BONDS**. The contractor to whom the work is awarded will be required to furnish the following Surety Bonds:

a. Performance Bond. A Performance Bond to the City in an amount equals to 100 percent of the contract price.

b. Statutory Bond. A Statutory Bond to the City in an amount equal to 100 percent of the contract price.

c. Maintenance Bond. A Maintenance Bond to the City in an amount equal to 100 percent of the contract price to protect against defective workmanship and materials for a period of one (1) year after acceptance of the project by the City, and payment of all labor and materials including the prime contractor and all subcontractors.

Each bond shall be executed in four counterparts on the forms attached hereto, signed by a Surety Company authorized to do business in the State of Oklahoma and acceptable as Surety to the City of Shawnee.

With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bond.

IB-15. **INSURANCE**. The contractor shall furnish the City with certificates of insurance showing the amount in force of public liability, property damage, contractual liability, contractor's contingent, builder's risk and automobile insurance satisfactory to the City of Shawnee. Failure to provide proper insurance will result in forfeiture of the bid guaranty and revocation of contract award. The contractor and his/her Surety shall indemnify and save harmless the City from claims arising or recovered under the "Workmen's Compensation Law."

IB-16. **LICENSES, PERMITS AND CERTIFICATES**. The contractor prior to commencement of work shall secure all licenses, permits, certificates, and similar documents required in connection with the work under these contract documents. All costs shall be the responsibility of the contractor. The contractor shall be responsible for maintaining such documents effective for the duration of the contract. Proof shall be provided to the City.

IB-17. **TAX EXEMPT STATUS**. The work under this contract is exempt from State and local Sales and Use Taxes. The Contractor will be furnished an exemption certificate by the City for the work herein.

IB-18. **SUBCONTRACTORS**. The experience, performance records and ability of each proposed subcontractor will be considered in the evaluation of bids, and **those proposed to perform more than 10 percent of the work shall be listed on the Proposal Form**. The contractor shall not subcontract out more than a maximum of 60%. If no subcontractors are listed on the Proposal Form, it is assumed by the City that no subcontractors shall be used on the project. If the contractor wishes to use subcontractors after the contract has been signed, the City shall either conditionally approve the subcontractor or have the right to terminate the contract. **Any subcontractors and the amount of their subcontract shall be submitted to the City for approval prior to issuance of the Notice to Proceed.**

The contractor shall be fully responsible to the City for the acts and omissions of all his/her subcontractors. Acceptance of any subcontractor by the City shall not constitute a waiver of the City to reject defective work. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City or any obligation on the part of the City to pay any monies due any subcontractor, except as may otherwise be required by law.

IB-15. **APPROXIMATE QUANTITIES**. The contractor shall perform an investigation and shall calculate his/her bid accordingly. Bids will be compared on the basis of the unit price cost and the contractor's responsiveness to the bid.

IB-16. **DELETED WORK**. The City reserves the right to delete any portions of the work included herein. Any such deletions will be made in writing by the City. The Contractor shall not be entitled to any compensation or damages for work deleted.

IB-17. **PAYMENTS**. Payment for all work performed under this contract will be made by the City within **30 calendar days** after completion and acceptance of the work covered by the contract. Progress payments will be made as outlined in the specifications.

IB-18. **FINAL PAYMENT - LIEN WAIVER RELEASE**. The final payment request shall include a signed Lien Waiver Release as included with the contract documents before payment will be processed. A Lien Waiver for all Sub-Contractors and Material Suppliers shall be included with the final payment request.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____, to the City of Shawnee (hereinafter called "City").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of Shawnee City Lake Dam Improvements in strict accordance with the contract documents within the time set forth therein and at the prices stated below. By submission of this Bid, the undersigned, as or on behalf of Bidder, declares that:

Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid, with any other Bidder or with any competitor. Each bid must be accompanied by a Non-Collusion Affidavit;

Bidder examined the plans, specifications, the locations, arrangements and conditions of roads, streets, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements, and Bidder is acquainted and in full understanding of: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; (3) the normal existing, and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work;

Bidder proposes to furnish all required supplies, equipment, tools, and plant; to perform all necessary labor; and to install, construct, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached, for and in connection with the contract for which this proposal is herein submitted for and in consideration of the **Unit Prices** set out herein;

Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the City and properly submit the required Bonds, documents, and insurance within **10 calendar days** following the City Council's notification of its intent to award Contract, unless such time is extended by the City Manager;

Bidder agrees to commence work within 10 calendar days of the date specified in the Notice to Proceed and to complete the work within a period of time not to exceed **180 calendar days** to final completion. Bidder further agrees to pay as liquidated damages the sum of **$1,000.00** for each consecutive calendar day thereafter;

Bidder may not withdraw a bid within **30 calendar days** after the actual opening thereof. Each bid must be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of a bid bond payable to the City for 5% of the amount bid.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Bidder acknowledges receipt of the following addenda_____
_____. .

TOTAL BID:_____ Dollars Words:_____

DATED this_____day of_____, 2020

_____
Name of Individual, Partnership, Limited Liability Company, or Corporation, herein called "Bidder"

_____
Signature of Bidder or Bidder's Authorized Agent
(Original ink signature required)

_____
Type or legibly print name and title of person who signed above

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Name and Address of Bidder: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

List the Name and Address of all Proposed Subcontractors

_____% **Scope and Percentage of Work**

Name and Address of Subs: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

List the Name and Address of Proposed Major Material Suppliers

_____ **Material**

Name and Address of Suppliers: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

Copy and included additional sheets as required.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

BID AFFIDAVIT

The following affidavits must accompany bid:

A. Non-Collusion Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Bid;

   For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

   (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

   (b) to any collusion with any City official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor

   (c) in any discussion between bidders and any City official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring this contract.

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

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

_____
Signature of Bidder or Bidder's Authorized Agent

_____
Notary Public

_____
Type or print name and title of person who signed above

My Commission Expires:_____

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

B. Business Relationship Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath, states that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows: _____
_____

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows: _____
_____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows: _____
_____

(if none of the business relationships hereinabove mentioned exist, Affiant should so state.)

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

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

_____
Signature of Bidder or Bidder's Authorized Agent

_____
Notary Public

_____
Type or print name and title of person who signed above

My Commission Expires:_____

BID PROPOSAL FORM (QUANTITIES)
Shawnee City Lake Dam Improvements
City of Shawnee

Bid Quantities

ITEM	ITEM NO.	DESCRIPTION	UNIT	TOTAL
1	201(A&B)	CLEARING AND GRUBBING	LS	1.00
2	220	SWP3 DOCUMENTATION	LS	1.00
3	303	AGGREGATE BASE TYPE A	CY	13.56
4	325	SEPARATOR FABRIC	SY	173.00
5	619	PAVEMENT REMOVAL	SY	173.00
6	625	GUARDRAIL REMOVAL	LF	6,700.00
7	625	GUARDRAIL	LF	258.00
8	641	MOBILIZATION	LS	1.00
9	642	CONSTRUCTION STAKING LEVEL 1	LS	1.00
10	708	ASPHALT (S4)	TON	19.19
11	708	ASPHALT (S3)	TON	38.38
12	202(A)	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	SEEDING METHOD A	AC	0.15
15	602(B)	24” RIPRAP	TON	18,100.00
16	602(C)	FILTER FABRIC	SY	522.00
17	SPECIAL	FLEXAMAT	SF	113.00
18	SPECIAL	CONSTRUCTION ENTRANCE	LS	1.00
19				
20				
21				
22				
23				
24				
25				
26				

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

This _____day of _____, 20____ by and between the City of Shawnee____, party of the first part and hereinafter termed "City", and party of the second part, _____ _____, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for and in accordance with the plans and specifications, construction:

Project No. C-21-06B Shawnee City Lake Dam Improvements

WHEREAS, Contractor, in response to said solicitation for bids, has submitted to the City of Shawnee in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the a proposal as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

_____

_____ $ _____

NOW, THEREFOR, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. That the Contractor hereby agrees to furnish all tools, equipment, materials and labor, and to construct and complete the above-described project in accordance with the specifications therefor on file by the City of Shawnee, Oklahoma.
2. That the Contractor's proposal is hereby made a part of this Agreement.

3. That the City shall pay the Contractor for the work performed, as follows:

   A. Payment for unit price items shall be based upon the unit prices in the Proposal and the actual completed construction quantities as determined by the Engineer

   B. Construction items specified but not included as bid items shall be considered incidental, and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

4. That the City reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.

5. That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written "Change Order" from the City and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.

6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the City, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a "Change Order".

7. That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the City through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the City.

8. The Contractor shall complete all work in accordance with the terms of this Agreement with the **final completion at 180 calendar days,** each following issuance of the "Notice to Proceed" authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.

9. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the City prior to issuance of the Work Order and commencement of work on the project.

10. On completion of the work, but prior to the acceptance thereof by the City, the City Manager, or his representative shall determine if the work has been completely and fully performed in accordance with said contract documents; and upon making such determination said official shall make his final certificate to the City of Shawnee.

11. The attached sworn statement entitled "Contract Affidavit" must be signed and notarized before this Contract will become effective.

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

"CITY" City of Shawnee

By: _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

"CONTRACTOR"

If an Individual: _____, Doing business

as: _____

Signature: _____

If a Partnership: _____

Names of other partners:

_____

_____

If a Corporation: _____

Signature: _____

Typed Name: _____

Title: _____

ATTEST:

Business Address of Contractor

_____ _____

Secretary

_____

(CORPORATE SEAL)

_____

Telephone No: _____

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

CONTRACT AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the firm of _____ to submit the above Contract to the City of Shawnee, Oklahoma.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

_____
Company

Subscribed and sworn to before me on this _____ day of _____ 20 16

_____
(Seal) Notary Public

My Commission Expires: _____

LIEN RELEASE
Shawnee City Lake Dam Improvements
City of Shawnee

WHEREAS, _____ has contracted with the City of Shawnee to furnish materials and to provide labor and services for

Project No. C-21-06B Shawnee City Lake Dam Improvements
Project

THEREFORE, the undersigned Contractor does hereby certify and warrant that he has made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Shawnee, its agents, and the project improvements and real property.

Contractor: _____

Authorized Agent: _____

Typed or Printed Name: _____

Title: _____ Date _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me the undersigned a Notary Public in and for said County and State on this ____ day of _____ , 20 _____ , Personally appeared _____ , To me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he (they) executed the same as his (their) free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

_____
Notary Public

My Commission Expires:

_____

STATUTORY BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____

a Corporation organized under the laws of the State of _____

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee**, in the penal sum of _____

_____ DOLLARS

_____ in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

City of Shawnee, Oklahoma, dated _____ 20 ____ for:

Shawnee City Lake Dam Improvements Project No. C-21-06B

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Shawnee, City Hall, Shawnee, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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

STATUTORY BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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

PRINCIPAL:

ATTEST: _____

_____ By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

Address of Surety or Agent:

_____

_____ Telephone No. of Surety/Agent:

_____ _____

PERFORMANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That We,_____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Shawnee (City), a Municipal Corporation, and city of the first class, of the State of Oklahoma, in full and just sum of _____Dollars ($_____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas, said Principal was the lowest and best bidder for the making of the following City work and improvement:

Project No. C-21-06B Shawnee City Lake Dam Improvements

and has entered into a certain written contract with the City of Shawnee on the _____ day of ___ _____, 20_____, for the construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Shawnee from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save the City of Shawnee harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

PERFORMANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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

ATTEST:

_____
Secretary-Witness

_____
Contractor

By: _____
Principal

ATTEST:

_____
Secretary-Witness

_____
Surety

By: _____
Attorney-in-Fact

ATTEST:

_____
City Clerk

City of Shawnee

_____
Mayor

Reviewed for form and legality.

_____
City Attorney

MAINTENANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and _____ a corporation organized under the laws of the state of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee, Oklahoma,** in the penal sum of _____ DOLLARS _____ in lawful money of the United States of America said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the **City of Shawnee, Oklahoma,** dated _____ 20 ____ for: Shawnee City Lake Dam Improvements Project No. C-21-06B all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Shawnee, City Hall, Shawnee, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold the City of Shawnee harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

MAINTENANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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

PRINCIPAL:

ATTEST: _____

_____ By _____

SURETY:

_____

By _____
Attorney-in-Fact

Address of Surety or Agent:

_____

_____

_____

Telephone No. of Surety/Agent:

_____

CONTRACTOR APPLICATION FOR PAYMENT
Shawnee City Lake Dam Improvements
City of Shawnee

Project No.: C-21-06B Date: _____

Account No.: _____ P. O. No.: _____ Application No.: _____

Project Name Shawnee City Lake Dam Improvements

Contractor: _____

Engineer: _____

Period From: _____ 20 _____ To: _____ _____

ORIGINAL CONTRACT AMOUNT $ _____

Net Adjustments Due To:
Change Orders (List No.'s & Dates): $ _____

_____ _____

_____ _____

Quantity Changes (List Sheet & Dates): $ _____

_____ _____

_____ _____

Other (Describe): $ _____

_____

_____

CURRENT CONTRACT AMOUNT $ _____

PREVIOUS PAYMENTS TO CONTRACTOR $ _____

PREVIOUS RETAINAGE $ _____

TOTAL VALUE OF WORK THIS PERIOD $ _____

RETAINED AMOUNT: (_____)% $ _____

Engineer's Adjustments (Describe) $ _____

_____

_____

PAYMENT DUE THIS PERIOD: $ _____

TOTAL PAYMENTS TO DATE: $ _____

TOTAL RETAINAGE TO DATE: $ _____

The undersigned Engineer certifies that to the best of his knowledge, observations, and belief, the information presented as a basis payment in this Application is correct, and the Contractor is entitled to the PAYMENT DUE THIS PERIOD.

Date:

Engineer: _____ _____

CONTRACTOR APPLICATION FOR PAYMENT
Shawnee City Lake Dam Improvements
City of Shawnee

Owner: City of Shawnee Date: _____

* indicates final quantity

The undersigned Contractor certifies that all work in this Application for Payment has been completed in accordance with the Contract Documents, and that he has paid all obligations for previously completed work on which payments have been issued.

Contractor _____

.

I've inspected the project and applicable stored materials and construction qualities requested in this payment are true and correct, and all work has been performed in accordance with the project plans and specifications.

Construction Inspector _____

INVOICE AFFIDAVIT
Shawnee City Lake Dam
Improvements
City of Shawnee

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned consulting engineer or contractor, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Shawnee, of money or any other thing of value to obtain payment of this invoice.

_____
Consulting Engineer or Contractor

Subscribed and sworn to before me on this _____day of_____20 _____

_____
Notary Public

(Seal)

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned City of Shawnee project engineer, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services, or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has received no payment of money, gift, or donation, or any other thing of value, either directly or indirectly, from consulting engineer or contractor to obtain payment of this invoice.

_____
City of Shawnee Project Engineer

Subscribed and sworn to before me on this _____day of_____20

_____
Notary
Public (Seal)

My Commission Expires: _____

SALES TAX EXEMPTION CERTIFICATE
Shawnee City Lake Dam Improvements
City of Shawnee

PROJECT: Shawnee City Lake Dam Improvements

COMPANY: _____

has been appointed agent for the City of Shawnee, Oklahoma, for the purchase of property or services for the above-referenced project to be owned by the City of Shawnee. Payment of the purchase price of such property or services shall be made by the Company and not the City, and the supplier shall have no recourse whatever against the City on account of the failure of the Company or any of its subcontractors or agents to pay the purchase price, or any part thereof, of such property or services. Upon passage of title, all such property will be included in a project owned by the City. All of such property or services are exempt from Oklahoma Sales and Use Taxes and/or City Sales Taxes.

DATED this _____ day of _____ 20 22

CITY OF SHAWNEE, OKLAHOMA

_____
Andrea Weckmueller-Behringer,
City Manager

GENERAL CONDITIONS
Shawnee City Lake Dam Improvements
City of Shawnee

1. Definitions
2. Contract Documents
3. Construction Notification
4. Shop Drawings
5. Materials, Services and Facilities
6. Equipment and Methods
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Emergency Work
14. Changes in the Work
15. Changes in Contract Price
16. Time for Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination and Delay
20. Payment to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnification
26. Assumption of Risks
27. Separate Contracts
28. Subcontracting
29. Engineer's Authority
30. Land and Rights-Of-Way
31. Guaranty
32. Cooperation with the Owner and Other Contractors
33. Arbitration by Mutual Agreement
34. Taxes

1. DEFINITIONS

1.1. Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

a) Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.

b) Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

c) Bidder: Any person, firm or corporation submitting a bid for the work. d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor’s surety in accordance with the contract documents.

d) Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor’s surety in accordance with the contract documents.

e) City – or Owner: The City of Shawnee, designated as “Party of the First Part,” in the Contract Agreement and for whom the work covered by this Contract is to be performed, acting on behalf of the City of Shawnee, Oklahoma.

f) Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.

g) Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

h) Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

i) Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

j) Contractor: The person, firm or corporation with whom the Owner has executed the agreement.

k) Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

l) Engineer: The person, firm or corporation designated, appointed, or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.

m) Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

n) Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

o) Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.

p) Plans: All Drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, when and as approved by the Engineer, and all Drawings furnished by the Owner as a basis for proposals and those furnished during the progress of the work as provided for herein.

q) Project: The undertaking to be performed as provided in the contract documents.

r) Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.

s) Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.

t) Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

u) Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

v) Substantial Completion: That date certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

w) Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

x) Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

y) Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

z) Working Day: Any day, other than a City holiday, Saturday or Sunday, on which weather and working conditions would permit the normal forces of the Contractor to proceed with regular work continuously for a period of at least 6 hours out of the normal 8-hour day, unless work is suspended for causes beyond the Contractor's control. Saturday's, Sunday's and City holidays on which the Contractor's forces engage in regular work requiring the presence of an inspector will be considered working days.

1.2. Whenever in these Contract Documents the words "as ordered," "as directed,' "as required." "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

1.3. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner and Engineer.

1.4. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement of which these General Conditions are a part.

2. CONTRACT DOCUMENTS

2.1. It is expressly understood and agreed that the Invitation for Bids, Instructions to Bidders, Proposal, Performance Bond, Statutory Bond, Maintenance Bond, Contract Agreement,

General Conditions, Specifications, Drawings, and other Specifications and Engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), together with instructions furnished by manufacturers of equipment for the installation thereof, and such other additional Drawings and instructions which may be furnished by the Engineer as are necessary to make clear and to define in greater detail the intent of the Specifications, are each and all included in this Contract, and the work shall be done fully in accordance therewith.

2.2. The Contract Documents comprise the following general classifications of documents, including all modifications thereto.

(a) Bidding Documents

(b) Contractual Documents

(c) General Conditions of the Contract

(d) Specifications

(e) Drawings

(f) Additional Drawings and Instructions

(g) The order of precedence for documents shall be the Specifications (Technical and General Provisions, respectively), Drawings, General Conditions, Contract Agreement, Instructions to Bidders, and Invitation to Bid.

2.3. Bidding Documents

The bidding documents issued by the Owner to assist bidders in preparing their bids include:

(a) Invitation to Bid bound herewith.

(b) Instructions to Bidders bound herewith.

(c) Federal-Aid contract special provisions, all executable provisions properly completed and signed.

(d) The bid or proposal, which is the offer of a bidder to perform the work described in the Contract Documents, prepared and submitted on the Proposal Form and Bid Proposal Form bound herewith, and properly signed and guaranteed.

(e) Bid Affidavits, all properly completed and signed.

(f) Any addenda shall be made a part of the Contract. Receipt of each addendum issued during the bidding period shall be acknowledged in the bid.

2.4. Contractual Documents:

2.4.1. The Agreement covers the performance of the work described in the Contract Documents, including all supplemental addenda thereto, and the Specifications and

Drawings pertaining to the work or materials therefor. The Agreement Form is bound herewith.

2.4.2. The Contractor shall furnish Surety Bonds payable to the Owner as indicated in these Contract Documents. Endorsement by the Surety Company of any of the Bonds listed above on behalf of the Contractor shall indicate their complete understanding and agreement with all of the conditions and provisions of this Contract. The Surety Company shall waive their right of notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its employees or agents under the terms of this Contract. This waiver by the Surety Company shall in no way relieve their obligations under this Contract.

(a) Performance Bond in an amount equal to 100 percent of the total contract amount, conditioned upon the faithful performance and completion of all covenants and stipulations under the Contract.

(b) Statutory Bond in an amount equal to 100 percent of the total contract amount, for the payment of all persons, companies, or corporations who perform labor or furnish materials under this Contract.

(c) Maintenance Bond in an amount equal to 100 percent of the total contract amount, effective for a period of one year after written final acceptance of the work by the Owner.

2.5. General Conditions. General Conditions of the Contract bound herewith and of which this paragraph is a part.

2.6. Specifications and Drawings. Specifications bound herewith, and of which this paragraph is a part, and all Drawings and Plans, including but not limited to those listed in the Specifications.

2.6.1. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

2.6.2. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

2.6.3. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2.6.4. In the event where existing conditions will not permit the construction of an improvement in accordance to the contract drawings and specifications, then the contractor shall immediately request written clarification from the Engineer before proceeding with the construction affected by such discrepancies.

2.7. Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the plans. Deviations from the plans, as may be required by the exigencies of construction, shall in all cases be determined by the Engineer and authorized in writing.

2.8. Titles and Headings:

2.8.1. The titles and heading printed on the Drawings, the General Conditions, the Specifications, or elsewhere in the Contract Documents are inserted for reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

2.8.2. Separation of the Specifications into divisions and sections shall not operate to make the Engineer and arbiter, or to establish limits of work between the Contractor and subcontractors, or between trades.

2.9. Additional Instructions and Detail Drawing:

2.9.1. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the contract documents.

2.9.2. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. CONSTRUCTION NOTIFICATION

3.1. The Contractor shall notify the City and all property owners adjacent to the project before beginning actual construction.

4. SHOP DRAWINGS

4.1. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a Change Order.

4.2. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

5. MATERIALS, SERVICES AND FACILITIES

5.1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

5.2. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.

5.3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

5.4. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

5.5. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

5.6. Whenever under this Contract it is required that the Contractor furnish materials or do work for which not detailed Specifications are indicated, the materials shall be of the best quality and workmanship obtainable from firms of established reputation and experience. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment as a whole or in part.

6. EQUIPMENT AND METHODS

6.1. All work shall be performed with materials, tools, machinery, equipment and labor, and by such methods as are necessary to complete the work in accordance with the Contract Documents.

6.2. If at any time the Contractor's plant, equipment, or labor, or any of his methods of execution of the work are deemed inefficient or inadequate by the Engineer to ensure the required quality or rate of progress, the Owner may require the Contractor to increase or improve his labor, facilities, or methods.

6.3. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, shall be used only at the risk and responsibility of the Contractor. The Engineer shall not be responsible in any way for the methods used by the Contractor.

6.4. The Contractor shall comply promptly therewith, but neither compliance with such order nor failure of the Owner to issue such orders shall relieve the Contractor from his

obligation to secure the quality of construction and the rate of progress required. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his (her) equipment methods.

7. INSPECTION AND TESTING

7.1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.

7.2. The Contractor will be held strictly to the intent of the contract documents in regard to the quantity, quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

7.3. The Owner shall provide all inspection and testing services not required by the contract documents. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.

7.4. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

7.5. Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.

7.6. The Owner and/or the Owner’s representatives will at all times have access to the work for inspections. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay-rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

7.7. If any work is covered preventing inspection, it must, if requested by the Engineer, be uncovered for the Engineer's observation and the covering replaced at the Contractor's expense.

7.8. The Owner’s inspector shall have the right to stop the work if, in his (her) judgement, such action is necessary to allow proper inspection, avoid irreparable damage, safeguard persons or property, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Engineer and his (her) evaluation of the work. Any cost associated with the work stoppage shall be borne by the Contractor and no claim for additional time or compensation will be considered.

7.9. Inspection by the Owner does not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction. The Contractor shall have full responsibility for the adequacy of all safety precautions, and for the means, methods, techniques, sequences, ad procedures required to perform the work.

8. SUBSTITUTIONS

8.1. Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.

8.2. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substances and function to that specified, the Engineer may approve its substitution and use by the Contractor. The decision of the Engineer shall be final.

8.3. Written acceptance shall be obtained from the Engineer prior to purchase of substitute material or equipment.

8.4. Any cost differential derived from the substitution shall be deductible from the contract price and the contract documents shall be appropriately modified by Change Order.

8.5. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

9.1. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

10.1. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information

provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided below.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1. The Contractor will supervise and direct the work. S(H)e will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

12.2. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

12.3. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

12.4. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. EMERGENCY WORK

13.1. In case of an emergency which threatens loss, damage, or injury to persons or property, and which requires immediate action to remedy, the Owner shall require the Contractor to provide immediate suitable protection to the persons and property. In the absence of the Contractor’s personnel, the Owner may cause emergency work to be done and material to be furnished and adequate. The cost and expense of such work and material shall be borne by the Contractor and if the same shall not be paid upon presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

13.2. The performance of emergency work under the direction of the Owner shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Owner.

14. CHANGES IN THE WORK

14.1. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

14.2. The Engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order

entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days.

14.3. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

15. CHANGES IN CONTRACT PRICE

15.1. The contract price may be changed only by a Change Order.

15.2. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved;

(b) An agreed lump sum.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

16.1. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

16.2. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

16.3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.

16.4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

(a) Any preference, priority or allocation order duly issued by the Owner;

(b) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

(c) Any delays of subcontractors occasioned by any of the causes specified in above paragraphs (a) and (b) of this article.

17. CORRECTION OF WORK

17.1. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.

17.2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

18. SUBSURFACE CONDITIONS

18.1. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

(b) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.

18.2. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

19. SUSPENSION OF WORK, TERMINATION AND DELAY

19.1. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the Engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.

19.2. If any of the following conditions occur:

(a) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;

(b) A trustee or receiver is appointed for the Contractor or for any of its property;

(c) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;

(d) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;

(e) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;

(f) The Contractor disregards laws, ordinance, rules, regulations or orders; and

(g) The Contractor disregards the authority of the Engineer or otherwise violates any provision of the contract documents;

(h) then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

19.3. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

19.4. After ten (10) days from the delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

19.5. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in

lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and Engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

19.6. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or Engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or Engineer.

20. PAYMENT TO CONTRACTOR

20.1. At least ten (At least ten (10) days before each progress payment falls due (but not more often that once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The Engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

20.2. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.

20.3. Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

20.4. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

20.5. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

20.6. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts therefore, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

20.7. If the Owner failed to make payment within thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

21.1. Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

22. INSURANCE

22.1. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

(a) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

(c) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

(d) Claims for damages covered by the usual personal injury liability coverage which is sustained by:

1. Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
2. Any other person;

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

22.2. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverage’s afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.

22.3. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:

(a) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any

subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

(b) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

22.4. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

22.5. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

23. CONTRACT SECURITY

23.1. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding

company licensed to trans- act such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall e paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

24. ASSIGNMENTS

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

25. INDEMNIFICATION

25.1. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee bene- fits acts.

25.3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25.4. The rights of the Owner under this Contract in control of the quality and completeness of the work shall not make the Contractor an agent of the Owner. The liability of the Contractor for damages to persons or property arising from the work shall not be lessened because of such rights.

26. ASSUMPTION OF RISKS

Until completion of the work in accordance with the Contract Documents and written final acceptance by the Owner, the work shall be under the Contractor's care and charge, and he (she) shall be fully responsible therefor. The Contractor shall replace, repair, or restore to the Engineer's satisfaction, all work damaged whatsoever.

27. SEPARATE CONTRACTS

27.1. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

27.2. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other con- tractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

27.3. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefore as provided in Sections 13 and 14.

28. SUBCONTRACTING

28.1. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

28.2. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.

28.3. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

28.4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract

documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

28.5. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

29. ENGINEER'S AUTHORITY

29.1. The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quantity, quality and acceptability of materials furnished and work performed.

29.2. The Engineer may make visits to the site and determine if the work is preceding in accordance with the contract documents.

29.3. The Engineer shall have the power to reject work, which does not conform to the terms of this Contract. His (her) estimate and decision on all matters shall be a condition precedent to appeal to the Owner.

29.4. The Engineer’s decision shall be final in regard to Change Order prices, and no claim shall be made for additional amounts after a Change Order has been approved by the Engineer.

29.5. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

29.6. The acceptance by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of his (her) responsibility under the provisions of this Contract. The Contractor shall not be regarded as an officer or employee of the Engineer or Owner, and shall have no claim because of the failure or inadequacy of any plan or method so accepted. Acceptance shall be considered to mean only that the Engineer has no objection to the Contractor using the proposed plans or method at his own risk and responsibility.

30. LAND AND RIGHTS-OF-WAY

30.1. Prior to issuance of the Notice to proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

30.2. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.

30.3. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

31. GUARANTY

31.1. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness.

31.2. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

31.3. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Specifications or other documents forming a part of this Contract, shall be subject to the terms of this Section during the first year of each such guarantee. All special guarantees and manufacturers' warranties shall be furnished by the Contractor to the Engineer before the acceptance of the work.

32. ARBITRATION BY MUTUAL AGREEMENT

32.1. All claims disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.

32.2. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter n question that would be barred by the applicable statute of limitations.

32.3. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

33. TAXES

The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

SPECIAL CONDITIONS
Shawnee City Lake Dam Improvements
City of Shawnee

1 GENERAL

1.1. CONSTRUCTION SURVEYS

1.1.1. Horizontal and vertical control points are provided on the plans. The Contractor shall provide a land surveyor licensed to perform land survey in the State of Oklahoma to develop, make, and maintain all detail surveys necessary for construction, including slope stakes and batter boards, and shall furnish stakes for reference points and for working points, lines, and elevations. The Contractor shall be responsible for the accuracy of all lines and grades and for the finished work being constructed in conformity to the plans and specifications. The Contractor shall exercise care and be responsible for the preservation of all control points established for his use in staking out the Work.

1.2. EXPLOSIVES

1.2.1. The use of explosives will not be permitted on this project.

1.3. PERMITS AND REGULATIONS

1.3.1. The contractor shall secure and pay for all construction permits required to carry out the work unless otherwise specified and shall produce same upon demand of the Owner. The Contractor shall give all notices and pay all fees and shall, before starting work, ascertain whether the drawings and Specifications are at variance with any codes or regulations applying at the site.

1.4. WATER

1.4.1. The contractor may have access to approved fire hydrants to obtain water for compaction, testing and other construction uses provided a written request is submitted to and approved by the Engineer. The cost of water will not be charged to the contractor unless wastage becomes excessive.

1.5. CLASSIFICATION OF EXCAVATION

1.5.1. All excavation shall be classified as unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all materials of whatever character encountered in the work. The Contractor shall base his bid solely upon his site investigations. Where rock is encountered no direct payment shall be made for rock excavation as all costs in connection therewith are to be included in the unit price requiring such work. No direct payment shall be made for earth or structural excavation, as all costs in connection therewith are to be included in the unit price items requiring such work.

2 REMOVAL OF WATER

2.1. The Contractor shall at all times during the construction of the work provide and maintain proper and adequate dewatering equipment for the removal and disposal of all surface and ground water and water from other sources entering excavations for structures, trenches, or other parts of the work. Surface water shall be diverted, and otherwise prevented from entering excavations and trenches to the greatest extent practicable without damage to adjacent property from dikes, ditches, or impounded water.

2.1.1. Excavations for structures shall be kept dry until the structure to be built therein is completed to the extent that no damage from hydrostatic pressure, floatation, or otherwise will result from contact with water. All excavations for structures which extend down to or below the static ground water elevations at the sites of such structures shall be dewatered by lowering and maintaining the ground water beneath such excavations distance of not less than 12 inches below the bottom of the excavation at all times when work thereon is in progress, during subgrade preparation and the placing of concrete reinforcement thereon and continuously thereafter until the concrete in the floor or footing containing such steel has been placed and hardened. No reinforcement steel shall be placed in water and no water shall be permitted to rise over such steel before the concrete has been deposited.

2.1.2. Pipe trenches shall be kept free from water during excavation, fine grading, pipe laying and jointing, and pipe embedment operations in an adequate and acceptable manner. Where the trench bottom is mucky or otherwise unstable because of the presence of ground water, and in all cases where the static ground water elevation is above the bottom of any trench or bell hole excavation, such ground water shall be lowered by means of well points and keep the trench free from water and the trench bottom stable, at all times when work within the trench is in progress.

2.1.3. The Contractor will be held responsible for the condition of any existing or proposed drain or other conduit or pipe line which may be used for drainage purposes in the vicinity of construction and all such pipes or conduits shall be clean and free from all sediment before acceptance thereof by the Engineer.

3 TRAFFIC CONTROL AND SAFETY

3.1. SAFETY

3.1.1. The Contractor shall provide adequate barricades, flashers and signs on the construction site to insure the safety of workmen and the public. This shall be considered incidental to construction. Anytime that an unsafe condition exists the field inspector shall immediately halt the construction and order the unsafe practice to be corrected.

3.2. STORED MATERIALS ON PUBLIC RIGHT-OF-WAY

3.2.1. Neither the materials excavated nor the construction materials shall be placed so as to endanger the public or work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric or telephone, traffic signal conduits, sewers or fire alarms in the vicinity.

3.3. ROAD CLOSINGS

3.3.1. All roadways and driveways will be accessible for the duration of the project.

3.4. BARRICADES

3.4.1. When work is carried on, in, or adjacent to any street, alley or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and flagmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades, lights, and other warning devices shall as a minimum meet all AASHTO Standards. The Contractor shall comply with the Manual of Uniform Traffic Control before erecting barricades.

3.4.2. All open trenches shall be barricaded and marked whether on or adjacent to the traveled portion of the right-of-way or not. Trenches on or adjacent to the traveled portion of the right-of-way shall, as a minimum, be completely barricaded and shall be marked (lighted) at forty (40) foot intervals. Trenches not on the traveled portion of the right-of-way shall be barricaded as necessary and shall, as a minimum, be marked at sixty (60) foot intervals.

3.4.3. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it.

4 UTILITY LOCATIONS

4.1. Major underground utilities crossing the work areas are shown in their approximate locations on the plans. All utilities may not be shown. The indicated locations are only general and the depths are unknown. Service drops or lines are not shown. The Contractor shall be responsible to determine and verify the exact location and depth. The Contractor shall coordinate the relocation of any and all utilities which may interfere with the proposed construction.

4.2. The Contractor shall arrange for all temporary safeguards necessary when working in proximity to utility facilities. The cost of these safeguards shall be included in other items of work. The Contractor shall give the utility company adequate notice to avoid delay of work.

4.3. Prior to beginning of construction the Contractor shall have all existing underground utilities located and marked on the ground and the alignment of proposed improvements staked. These utility locations will be used to determine the necessity of revisions to the location of underground improvement prior to beginning of construction.

5 SHOP DRAWINGS AND PRODUCT DATA

5.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

5.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

5.3. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations stated below in paragraph 10.4.

5.4. The Engineer will review and approve or take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

5.5. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

5.6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

5.7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has

checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

5.8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

5.9. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.

5.10. Shop Drawings shall be submitted for all items specifically fabricated for this Project. Product data shall be submitted for all pre-manufactured items used on this Project. Product certifications shall be provided by the manufacturer for all items which are required to meet certain standards by these specifications.

5.11. Submittals shall identify details by reference to plan sheets and/or by specification numbers. Minimum sheet size for submittals shall be 8.5" x 11". When using manufacturer's standard schematic drawings, modify to delete information which is not applicable to Project. Underline, circle or otherwise indicate what item is being proposed.

5.12. The Contractor shall provide the number of copies of submittals required for his own distribution plus two (2) copies which will be retained and/or distributed by the Engineer.

5.13. Each submittal shall be accompanied with a transmittal letter, containing:

5.13.1. Date

5.13.2. Project Title and Number

5.13.3. Contractor's name and address

5.13.4. The number of copies of shop drawings, product datum and certifications

5.13.5. Notification of deviations from Contract

5.14. Submittals shall include:

5.14.1. Identification of product or material

5.14.2. Relation to adjacent structure or material if applicable

5.14.3. Field dimensions, clearly identified as such

5.14.4. Specification section subsection and/or addendum

5.14.5. Applicable standards, such as ASTM number or ODOT Specification

6 MEASUREMENT AND PAYMENT

6.1. It is the intent of the Proposal and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the Specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Proposal.

7 TRADE NAMES AND MATERIALS

7.1. Where the words "Equivalent", "Proper", or "Equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. When the words "or equal to", “approved equal” or other such expressions are used in the Specification in connection with a material, manufactured article or process, the material, article or process, specifically designated shall be used, unless a substitute shall have been approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designed material, article or process.

8 STANDARD SPECIFICATIONS

The Oklahoma State Highway Commission "Standard Specifications for Highway Construction" edition of 2009, including supplements, are hereby adopted as part of these specifications where reference is made. Said specifications will be hereinafter referred to as the "Standard Specifications", “ODOT Specifications”, or “ODOT.” However, portions of the Standard Specifications referring to Basis of Payment or contract provisions are not applicable to these specifications. When ODOT Specifications conflict with these specifications or the Construction Drawings, the more stringent shall apply. Where no ODOT specification exists, refer to the City of Shawnee Standard Specifications.

8.1. SITE CONDITIONS

8.1.1. All roads, streets, drives, etc., cut during construction shall be properly protected by barricades, flashing lights, etc., and shall be made passable as soon as possible after construction operations during the day and always at night. Contractor shall maintain the above cut roads in a passable condition until the wearing surface is replaced and then kept in a satisfactory condition for one year after job is completed.

8.2. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK

8.2.1. No work shall be performed between the hours of 7:00 p.m. and 7:00 a.m., Work on Saturday, Sunday or legal City holidays will require the written approval or permission of the Owner in each case, except such work as may be necessary for the proper care, maintenances and protection of work already done, or of equipment, or in the case of an emergency.

9 PROTECTION OF PROPERTY

9.1. The protection of City, State and Government monuments, street signs and other Owner's property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced or paid for by the Contractor. Disturbance to this property must first be approved by the agency which owns or controls the property.

9.2. No valves or other control on any utility main or building service line shall be operated by the Contractor.

9.3. At places where the Contractor's operations are adjacent to railway, telegraph, telephone, electric and/or gas lines, or water, sanitary sewers and storm sewers, damage to which results in expense, loss or inconvenience, work shall not proceed until all arrangements necessary for the protection of said lines have been made.

9.4. The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum. The revision and/or crossing of the various types of lines shall be made as follows:

9.4.1. All overhead and buried telephone and electrical conduits crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings. The crossing of said lines shall be at the expense of the Contractor. Any overhead cables or buried cables or conduits damaged by the Contractor shall be repaired at his expense to the satisfaction of the Engineer and the Owner.

9.4.2. The contractor shall not remove any water or sanitary sewer lines unless directed by the Engineer or as required by the Drawings and Specifications, and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damage caused by the Contractor's operations will be repaired by the Contractor. The repairs will be made at the Contractor's expense.

9.5. The location of utility service lines serving individual properties are not shown on the Drawings, but the Contractor shall assume that such service lines exist and it shall be the responsibility of the Contractor to contact the necessary utilities and have all utilities located. It shall be the responsibility of the Contractor to make any necessary changes in the line and/or grade of such services, or to secure the necessary changes

therein to be made by the particular utility company involved or other owner thereof, or by an agent or individual Contractor approved by such utility company or other owner. Contractor shall pay the cost of all such revisions whether performed by Contractor, the utility company or other owner, or an approved Contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Engineer and the owner of the utility, and shall repair or cause the same to be repaired, in the same manner as necessary changes above are provided for, the Contractor shall do all things necessary to see that the restoration of services are done as promptly as may be reasonably done. All sanitary sewer service lines damaged shall be replaced with cast iron pipe regardless of type or kind damaged.

9.6. In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Owner may, upon forty-eight (48) hours written notice proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his contract.

10 SCHEDULES

10.1. The Contractor shall provide the following relative to project schedules:

10.1.1. Project Schedule: The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete the separate portions of the work. The schedule shall be updated and submitted to the Engineer on a monthly basis corresponding with the date of the monthly progress meetings. If at any time, in the opinion of the Engineer, proper progress is not being obtained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the contract, or extension thereof made as herein provided.

10.1.2. Weekly Schedule of Work: The Contractor shall submit to the Resident Project Representative a schedule of work to be performed each week. The listing shall include the work to be performed each day of the week and the locations. The schedule shall be submitted by the close of business on the Friday before the week covered by the schedule.

11 SUBCONTRACTORS

Contractor shall prepare list of proposed subcontractors including material suppliers; submit to Engineer for approval before subcontracts are awarded.

11.1. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract the Contractor shall:

11.1.1. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1910 or 1926, as applicable.

11.1.2. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.

11.1.3. Submit for review by the Owner and Engineer a safety plan which addresses all applicable safety requirements of current Federal and State laws and outlines procedures for implementation. The plan shall be submitted on or before the seventh calendar day following the effective date of the Notice to Proceed. No field work except mobilization and initial site inspection shall be allowed until the plan is acknowledged by the Engineer.

11.1.4. Submit completed confined space entry forms on a monthly basis covering all confined space entries during the previous calendar month. The reports shall be submitted to the Engineer at the monthly progress meeting.

11.2. ACCESS TO THE WORK

11.2.1. Some of the structures, pipeline segments, and swales scheduled for installation or replacement in the project are located on or near private property. All work is to be performed on Property owned by the City. All proposed easements as indicated on the Construction Drawing may not be available during construction. In addition, the easements and/or right-of-way width covering the proposed work may not be sufficient for the Contractor's construction methods. In such cases, the Contractor shall work with the landowners to find alternative methods of access, and, if necessary, to gain additional work space. A written, signed agreement carefully detailing all provisions shall be obtained by the Contractor. Provisions of all agreements for restoration of removed or damaged private property shall be the responsibility of the Contractor and become part of the work. Private improvements located on the legal access shall be removed and replaced as required by the Contractor at his expense. In such cases the Contractor shall minimize the damage to private property and shall make every effort to work with the landowner. Fences, pavement, out-buildings, and other improvements located on the legal access shall be removed and replaced by the Contractor at NO additional cost to the Owner.

11.3. MONTHLY PROGRESS MEETINGS

11.3.1. The Contractor shall schedule and conduct project progress meetings on a monthly basis and at other times requested by the Owner or Engineer. The

Contractor, Engineer, and all Subcontractors active on the site shall be represented at each meeting. Contractor may at his discretion request attendance by other parties involved in the project.

11.3.2. The Contractor shall preside at the meetings. Meeting minutes will be prepared and distributed by Contractor to the Owner, Engineer and Resident Project Representative. The purpose of the meetings shall be to review the progress of the Work, coordinate the efforts of all parties, discuss any changes in scheduling, resolve other problems and citizen complaints.

11.4. FIELD OFFICE

11.4.1. During the performance of this contract a field office is optional. No separate payment will be made for a field office. The cost for the field office shall be considered incidental to the work.

11.5. TESTING LABORATORY SERVICES

11.5.1. The Contractor shall provide the services of a qualified testing laboratory. Soil compaction testing shall be performed of the finished subgrade at approximately 200 foot intervals. Concrete testing shall be collected for every placement of 10 cubic yards or greater as directed by the Engineer. Asphalt testing shall be performed in accordance with ASTM D4125 / D4125M. Asphalt test cores shall collected at not greater than 500 foot intervals. Core holes shall be refilled with compacted asphalt to the surface.

11.6. POLLUTION PREVENTION PLAN

11.6.1. This item shall govern the control measures necessary to prevent and control soil erosion, sedimentation and storm water pollution which may degrade receiving waters including rivers, streams, lakes reservoirs, ground water and wetlands. The control measures contained herein shall be installed and maintained throughout the construction contract and coordinated with the permanent or existing temporary pollution control features specified elsewhere in the Plans and Specifications to assure effective and continuous water pollution control throughout the construction and post construction period. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the Engineer in writing. The controls may include silt fences, bale barriers, sediment filters, dikes, dams, berms, sediment basins, mats, soil retention blankets, temporary seeding, mulch, channel liners, slope drains or other structural or non-structural water pollution controls.

11.6.2. Prior to the start of the construction, The Contractor shall prepare a Notice of Intent (NOI), prepare and maintain in accordance with the requirements of the Oklahoma Department of Environmental Quality (DEQ) a stormwater pollution prevention plan for approval, a completed Storm Water Pollution Prevention Plan (SWPPP) which details schedules for accomplishment of

pollution control measures. The SWPPP shall be completed by an individual experienced in the preparation of SWPPP's and shall include a Notice of Intent for Storm Water Discharges according to the requirements of the EPA, if applicable. The Contractor shall also submit, for approval, proposed methods of pollution control in areas which may be outside the construction limits such as construction and haul roads, field offices, equipment and supply areas, and material sources, as well as a plan for disposal of waste materials. Work on the project shall not begin until the SWPPP and corresponding schedules for implementation of the controls and methods of operations have been reviewed and approved by the Engineer in writing.

12 THE SWPPP SHALL ADDRESS THE FOLLOWING REQUIREMENTS:

12.1. The disturbed surface areas exposed by construction operations may require limitations to allow for effective control pollution prevention methods. The Contractor shall provide control measures to prevent or minimize impact to receiving waters as required by the SWPPP and/or in a manner approved by the Engineer in writing. If the Contractor is not able to effectively control soil erosion and sedimentation resulting from construction operations, every effort shall be made to limit the amount of disturbed area at any given time.

12.2. Should the control measures fail to function effectively, the Contractor shall act immediately to bring the erosion and sedimentation under control by maintaining existing controls or by providing additional controls as directed by the Engineer. When in the opinion of the Engineer the site is adequately stabilized, the control measures shall be removed and properly disposed of by the Contractor.

12.3. In areas where have an average annual rainfall less than 20 inches and where stabilization is precluded by seasonal arid conditions, stabilization measures shall be implemented as soon as practicable. For all areas of the State with an average annual rainfall greater than 20 inches, in any disturbed area where construction activities have ceased, permanently or temporarily, the Contractor shall stabilize the area by the use of seeding, mulching, soil retention blankets or other appropriate measures within 14 days, unless construction activities are scheduled to resume within 21 days.

12.4. The Contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.

12.5. Disposal areas, stockpiles and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. Construction roads may not be located in or cross any waterbody or streambed without prior approval of the Engineer and shall be done in compliance with applicable rules and regulations.

12.6. Construction operations in rivers, streams, lakes, wetlands and other waterbodies shall be restricted to those areas where it is necessary to perform the work shown on the Plans. Wherever streams are crossed, temporary bridges, timber mats or other structures shall be used, as directed by the Engineer. The use of a work road within a stream channel shall be minimized to the greatest extent practicable.

12.7. Protected storage for paints, chemicals, solvents, fertilizers and other potentially toxic materials will be provided by the Contractor and on the location approved by the Engineer.

12.8. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants and their location will be approved by the Engineer. The Contractor shall prevent pollution or receiving waters with petroleum products or other hazardous or regulated substances. When work areas of material sources are located adjacent to a waterbody, control measures such as dikes, gabions or rock berms shall be used to keep sediment and other contaminants from entering the adjacent waterbody. Care shall be taken during the construction and removal of such barriers to minimize down-gradient sedimentation.

12.9. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.

12.10. Disturbance of existing vegetation shall be minimized and limited to only those areas approved by the Engineer.

12.11. Construction entrances shall be stabilized by the use of rock, timber matting or other acceptable techniques to minimize the off-site vehicle tracking of sediment.

12.12. The project will not be accepted until, in the opinion of the Engineer, the Contractor has established a uniform perennial vegetative cover with a density of 70 percent in all areas not covered by permanent structures, or that equivalent permanent or temporary stabilization measures (such as riprap, gabions, soil retention blankets, mulching or geotextiles) have been employed.

12.13. After acceptance of the project by the Owner, the Owner will be responsible for maintenance of permanent erosion control practices.

12.14. Development of the Storm Water Pollution Prevention Plan, temporary erosion, sedimentation and stormwater pollution prevention and control will not be measured for payment but shall be included in other items of work with the exception of bale barriers, silt fence, and permanent sodding or seeding. Pollution control measures may be applicable to construction work outside the site of the work where such work is necessary as a result of related construction such as material-source operations, haul roads and equipment-storage sites.

12.15. When the work has been completed and permanent vegetation has been established in accordance with the SWPPP, the Contract shall submit a Notice of Termination (NOT) with DEQ.

12.16. In case of failure on the part of the Contractor to prevent and control soil erosion, sedimentation and water pollution which may degrade receiving water, the Engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any monies due or to become due to the Contractor.

SYMBOL LEGEND

- CONTROL POINT
- SURVEYED BENCHMARK
- AIR RELEASE VALVE
- ELECTRIC CONTROL BOX
- MONITORING WELL
- ELECTRIC METER
- FIRE HYDRANT
- FLAG POLE
- GATE POST
- GUARD RAIL POST
- GUY ANCHOR
- GUY POLE
- LIGHT POLE
- MAIL BOX
- POWER POLE/TELEPHONE POLE
- MANHOLE SANITARY, STORM
- SIGN
- SPIGOT
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER LAMPHOLE
- WATER VALVE
- WATER METER
- TELEPHONE BOX
- TELEPHONE RISER
- GAS METER
- GAS VALVE
- BUSH/HEDGE
- SMALL CONIFEROUS TREE
- LARGE CONIFEROUS TREE
- SMALL DECIDUOUS TREE
- LARGE DECIDUOUS TREE
- Fence Line (All Types)
- OHE — Overhead Electric
- UGE — Underground Electric
- OHT — Overhead Telephone
- FM — Sanitary Sewer Force Main
- CATV — Underground Cable Television
- G — Natural Gas Line
- FOC — Fiber Optic Cable
- W — Water Line
- Existing Storm Sewer
- SS — Sanitary Sewer Line
- Proposed C.R.L.

DRAWING REFERENCE LEGEND

- X/X — REFERS TO A PROFILE OR ELEVATION
- 7/8 — PROFILE NUMBER / SHEET NUMBER ON WHICH IT IS LOCATED
- 1 DETAIL DESCRIPTION — SCALE: 1"=XX'

APPLICABLE SPECIFICATIONS:

CURRENT OKLAHOMA DEPARTMENT OF TRANSPORTATION LATEST EDITION (O.D.O.T.) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR THE TECHNICAL SPECIFICATIONS.

CITY OF SHAWNEE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) REGULATIONS SHALL APPLY FOR ALL WASTE AND SEWER RELATED WORK.

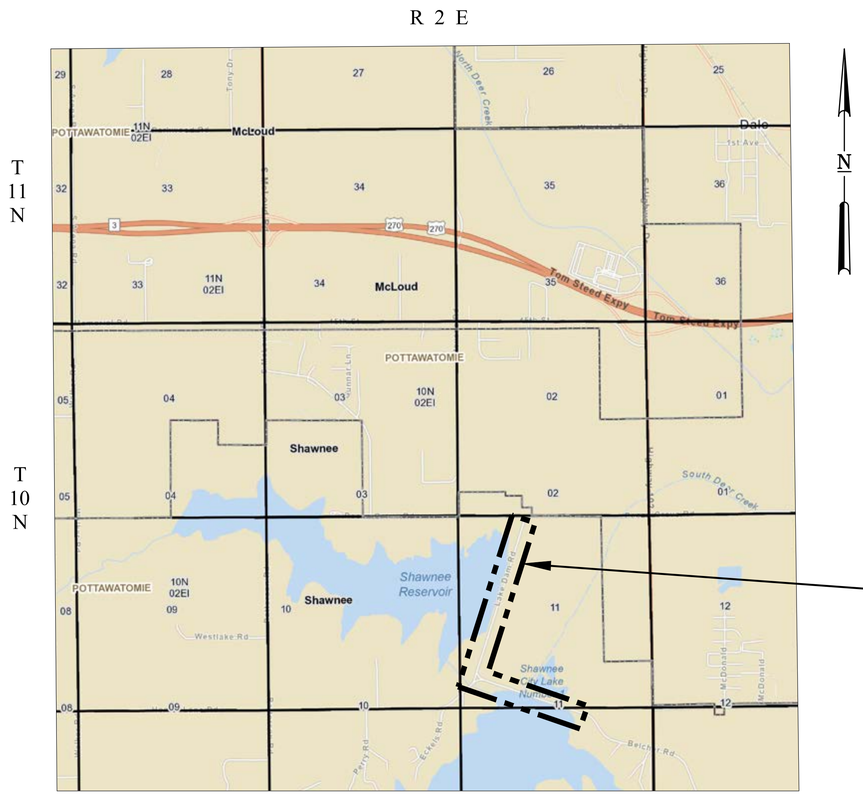
DATUM INFORMATION

HORIZONTAL DATUM
NAD '83

VERTICAL DATUM
NAVD '88

OKIE 811 — Know what's below. Call before you dig.

PLANS FOR
SHAWNEE CITY LAKE DAM REPAIR
CITY OF SHAWNEE
SHAWNEE, OK



LOCATION MAP
T–10–N, R–2–E

DRAWING INDEX

Sheet Number	Sheet Title
1	COVER
2	SURVEY DATA SHEET
3	SWMP
4	PAY ITEM NOTES
5	GENERAL CONSTRUCTION NOTES
6	EROSION
7	STA. 8+78.85 TO STA. 16+53.85
8	STA. 16+53.85 TO STA. 24+28.85
9	STA. 24+28.85 TO STA. 32+03.85
10	STA. 32+03.85 TO STA. 39+78.85
11	STA. 39+78.85 TO STA. 47+53.85
12	STA. 47+53.85 TO STA. 55+28.85
13	STA. 55+28.85 TO STA. 63+03.85
14	STA. 63+03.85 TO STA. 70+78.85
15	STA. 70+78.85 TO STA. 78+53.85
16	STA. 78+53.85 TO STA. 87+83.50
17	PAVING AND DRAINAGE DETAILS
18	GUARDRAIL REPAIR DETAILS

APPROVED BY

SETH BARKHIMER – CITY ENGINEER — DATE

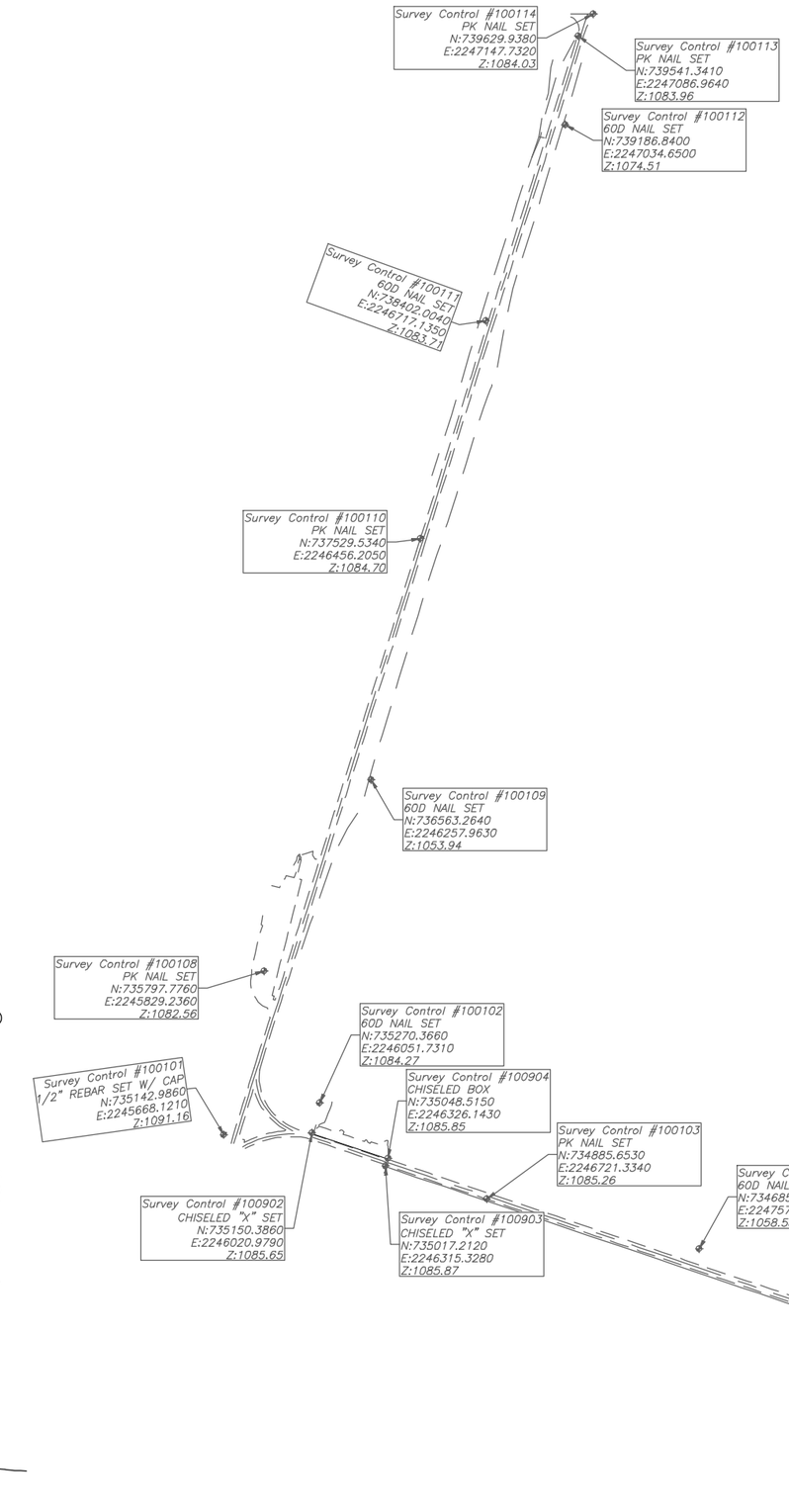
ADVERTISEMENT DATE

Prepared By:
MESHEK & ASSOCIATES, L.L.C.

HARRIS C. WILSON, P.E.
MESHEK & ASSOCIATES, L.L.C. — 4/18/22 DATE

MESHEK & ASSOCIATES, L.L.C.
C.A. 1487 EXPIRES 6/30/23
1437 S. BOULDER AVE, STE. 1550
TULSA, OK 74119
(PH) 918–392–5620
(FAX) 918–392–5621

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Drawings\21SHA01_COVER.dwg



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SCALE IN FEET

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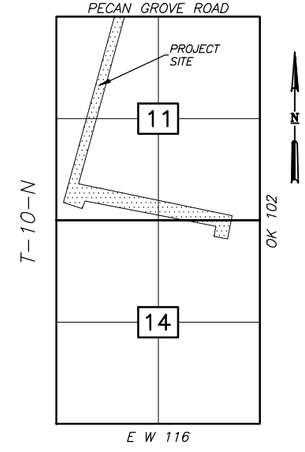
LEGEND

EDGE OF ASPHALT

CENTER LINE OF ROAD

BENCHMARK

LOCATION MAP



DATUM INFORMATION

HORIZONTAL DATUM
NAD83 (2011) OKLAHOMA
SOUTH ZONE (3501)

VERTICAL DATUM
NAVD88 (GEOID 12B)
POINT ID.=100101
NORTHING=735142.9860
EASTING=2245668.1210
ELEVATION=1091.16
DESCRIPTION=1/2" REBAR
SET W/ CAP

NOTES

1. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!)

2. THE HORIZONTAL AND VERTICAL DATUMS FOR THIS SURVEY ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM OK SOUTH 3501 (2011) AND NAVD88 (GEOID 12B). THE SURVEYING METHODS USED ARE CELLULAR NETWORK SOLUTION AND AVERAGED RTK GPS OBSERVATIONS ON THE SOURCE BENCHMARK OF 100101.

SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, OF MESHEK & ASSOCIATES, LLC, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THIS HORIZONTAL/VERTICAL CONTROL SURVEY WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS."

I FURTHER CERTIFY, THE TOPOGRAPHICAL INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

DATE: 11/02/2021

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

MICHAEL ROYCE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA L.S. 1627

CERTIFICATE OF AUTHORIZATION NO. 1487
EXPIRES JUNE 30, 2023

OKIE 811

SURVEY DATA SHEET

SHAWNEE CITY LAKE'S DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620

REVISION	BY	DATE

SURVEY	DF	10/21
DRAWN	BM	11/21
CHECKED	MR	11/21
C.A. 1487 EXPIRES 6/30/21		
SHEET: 1 OF 1		

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sho01_shawnee_city_lake's_dam_no_1_2_repair\Survey\CAD\21SHA01_SURVEY_DATASHEET.dwg

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: LOCATED ALONG PORTIONS OF THE UPSTREAM AND DOWNSTREAM SLOPES OF SHAWNEE LAKE'S DAMS 1 & 2, PARALLEL TO LAKE DAM RD. AND BELCHER RD., WITHIN SECTION 11, TOWNSHIP 10N, RANGE 2E.

PROJECT DESCRIPTION: RIPRAP REPAIR AT VARIOUS LOCATIONS ALONG THE UPSTREAM EMBANKMENT, GRADING A PORTION OF THE DOWNSTREAM SLOPE TO DRAIN, AND OTHER IMPROVEMENTS TO DAMS 1 & 2 AT SHAWNEE CITY LAKE.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

1. CONSTRUCT SILT FENCE AND INLET PROTECTION
2. PERFORM CONSTRUCTION/GRADING
3. REMOVE EROSION CONTROL
4. SOD DISTURBED AREAS

SOIL TYPE: LITTLEAXE AND STEPHENVILLE SOILS

TOTAL AREA OF THE CONSTRUCTION SITE: 13.6 AC.

ESTIMATED AREA TO BE DISTURBED: 0.14 AC.

OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 0.14 AC.

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 0.14 AC.

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: N/A

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 35°21'16.87"N 97° 4'5.63"W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: SHAWNEE RESERVOIR

SENSITIVE WATERS OR WATERSHEDS:	YES [ ]	NO [X]
303 IMPAIRED WATERS:	YES [X]	NO [ ]
IF YES, LIST IMPAIRMENT:	TURBIDITY CATEGORY 5a	
LOCATED IN A TMDL:	YES [ ]	NO [X]
LAKE THUNDERBIRD TMDL:	YES [ ]	NO [X]
MS4 ENTITY	YES [ ]	NO [X]

IF YES, LOCATION:

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- [ ] TEMPORARY SEEDING
- [X] PERMANENT SODDING, SPRIGGING OR SEEDING
- [ ] VEGETATIVE MULCHING
- [ ] SOIL RETENTION BLANKET
- [ ] PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- [X] STABILIZED CONSTRUCTION EXIT
- [X] TEMPORARY SILT FENCE
- [ ] TEMPORARY SILT DIKES
- [ ] TEMPORARY FIBER LOG
- [ ] DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- [ ] DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- [ ] ROCK FILTER DAMS
- [ ] TEMPORARY SLOPE DRAIN
- [ ] PAVED DITCH W/ DITCH LINER PROTECTION
- [ ] TEMPORARY DIVERSION CHANNELS
- [ ] TEMPORARY SEDIMENT BASINS
- [ ] TEMPORARY SEDIMENT TRAPS
- [ ] TEMPORARY SEDIMENT FILTERS
- [ ] TEMPORARY SEDIMENT REMOVAL
- [X] RIP RAP
- [ ] INLET SEDIMENT FILTER
- [ ] TEMPORARY BRUSH SEDIMENT BARRIERS
- [ ] SANDBAG BERMS
- [ ] TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- [X] HAUL ROADS DAMPENED FOR DUST CONTROL
- [X] LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- [X] EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:
ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:
ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA, ODEQ WATER QUALITY DIVISION, SEPTEMBER 13, 2017.

THE CONTRACTOR SHALL PREPARE THE SWP3 PLAN AND SUBMIT AN NOI AND NOT UNDER OKR10 GENERAL PERMIT APPLICATION

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
104.12	CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13	ENVIRONMENTAL PROTECTION
106.08	STORAGE AND HANDLING OF MATERIAL
107.01	LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20	STORM WATER MANAGEMENT
220	MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
221	TEMPORARY SEDIMENT CONTROL

SWMP

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., N150 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/21

SHEET: 3 OF 18

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no._1_2_repair\Design\Drawings\21SHA01_SWMP.dwg

PAY ITEM NOTES

EARTHWORK / EROSION CONTROL / SITE PREPARATION (E1 - E11)

E-1: ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.

E-3: THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.

E-4: UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.

E-5: THIS QUANTITY INCLUDES AN ADDITIONAL 25% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.

E-6: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT, AS WELL AS REMOVAL OF ALL SILT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, STORM SEWER PIPES AND APPURTENANCES WITHIN THE PROJECT LIMITS AT END OF PROJECT, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THIS ITEM.

E-7: EROSION PROTECTION SHALL BE PLACED AS FOLLOWS:
A) AROUND INLETS TO PREVENT INFLOW OF ERODED MATERIAL INTO STORM SEWER SYSTEM;
B) IN LOCATIONS THROUGHOUT PROJECT SITE, AS DETERMINED BY THE ENGINEER, TO PREVENT WASH OF ERODED MATERIAL ONTO ADJACENT PROPERTY;
C) FOR ENTIRE DURATION OF PROJECT, WITH MAINTENANCE AND REPLACEMENTS, AS DIRECTED BY THE ENGINEER;
D) WITH PERIODIC REMOVAL OF SEDIMENT IN ACCORDANCE WITH STORMWATER MANAGEMENT PLAN.
ALL COST FOR ITEMS A-D ABOVE SHALL BE INCLUDED IN UNIT PRICE BID FOR THIS ITEM.

E-8: PRICE BID SHALL INCLUDE MAINTENANCE, SEDIMENT REMOVAL, DISPOSAL, AND REMOVAL OF FILTERS AT PROJECT COMPLETION.

E-11: COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

SURFACING / STRUCTURES (S1 - S21)

S-3: SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.

S-5: THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.

S-6: ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.

S-8: A HIGHER GRADE OF ASPHALT BINDER THAN IS INDICATED ON THE PLANS MAY BE USED, BUT AT NO ADDITIONAL COST TO THE CITY.

S-15: THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.

S-19: STANDARD BEDDING MATERIAL TO BE TYPE A AGGREGATE BASE COMPACTED TO 95% STANDARD PROCTOR DENSITY (AASHTO T-99). TYPE A AGGREGATE BASE IN THE ROADWAY SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (AASHTO T-180).

REMOVAL / ADJUSTMENT (R1 - R6)

R-1: WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS

R-5: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED CONDITION.

SHAWNEE DAMS No. 1 & No. 2

PAY ITEMS

ITEM NUMBER	SPEC NUMBER	NOTES	ITEM DESCRIPTION	UNIT	QUANTITY
1	201(A&B)	E-1	CLEARING AND GRUBBING	LS	1.00
2	220	E-6,E-7	SWP3 DOCUMENTATION	LS	1.00
3	303	S-19	AGGREGATE BASE TYPE A	CY	13.56
4	325	S-3, S-5	SEPERATOR FABRIC	SY	173.00
5	619	R-1	PAVEMENT REMOVAL	SY	173.00
6	625	R-1	GUARDRAIL REMOVAL	LF	6700.00
7	625		GUARDRAIL	LF	258.00
8	641		MOBILIZATION	LS	1.00
9	642		CONSTRUCTION STAKING LEVEL I	LS	1.00
10	708	S-5, S-6, S-8	ASPHALT (S4)	TON	19.19
11	708	S-5, S-6, S-9	ASPHALT (S3)	TON	38.38
12	202(A)	E-3, E-4, E-5	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	E-7, E-8	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	E-11	SEEDING METHOD A	AC	0.15
15	602(B)		24" RIPRAP	TON	18100.00
16	602(C)		FILTER FABRIC	SY	522.00
17	SPECIAL		FLEXAMAT	SF	113.00
18	SPECIAL		CONSTRUCTION ENTRANCE	LS	1.00

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PAY ITEM NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 4 OF 18		

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CURRENT CITY OF SHAWNEE ENGINEERING SERVICES DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DETAILS AND STANDARD DRAWINGS AND CITY OF SHAWNEE SPECIAL PROVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTION ON AS HIS OWN RESPONSIBILITY OR AS THE ENGINEER MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.

3. PAY ITEMS SHALL BE AS SPECIFIED ON THE DRAWINGS EXCEPT AS MODIFIED BY THE CONTRACT.

4. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.

5. THE LOCATIONS OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS.

6. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS , EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO THE COMMENCEMENT OF WORK. PHONE 1-800-522-6543.

7. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PREVENT EXCESS MOISTURE FROM INCLEMENT WEATHER OR OTHER SOURCES FROM ENTERING ANY STREET EXCAVATION. IF EXCESS MOISTURE DOES ENTER THE EXCAVATION THROUGH THE NEGLIGENCE OF THE CONTRACTOR AND THE ADJOINING PAVEMENT IS ADVERSELY EFFECTED BY THE EXCESS MOISTURE, THE CONTRACTOR SHALL REPLACE THE ADJOINING PAVEMENT AND SUBBASE AT HIS SOLE EXPENSE.

8. THE CONTRACTOR SHALL PRESERVE THE INTEGRITY OF THE SANITARY SEWER STRUCTURES AND ALL OTHER UTILITY STRUCTURES WITHIN THE PROJECT EXTENTS.

9. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY OF SHAWNEE TO ESTABLISH, INSTALL, MAINTAIN, AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FLAGMEN, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE FIELD ENGINEERING REPRESENTATIVE.

10. CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.

11. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER, 405-878-1506, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK OR PRIOR TO REMOVING TRAFFIC SIGNS.

12. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH THE PROJECT AT ALL TIMES.

13. ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE AT ALL TIMES.

14. ALL BROKEN CONCRETE, WASTE MATERIAL, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL STATE AND FEDERAL REGULATIONS. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

15. ALL EXCAVATED MATERIAL NOT REQUIRED IN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS WITHOUT ADDITIONAL COST TO THE CITY.

16. TREES OUTSIDE THE FILL SLOPES AND THE TOP OF CUT SLOPES SHALL NOT BE DISTURBED EXCEPT WITH THE WRITTEN APPROVAL OF THE ENGINEER.

17. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE CAPACITY RECOMMENDED BY THE VEHICLE MANUFACTURER OR AS PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.

18. ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION AND SHALL BE ACCOMPLISHED AT THE CONTRACTOR'S SOLE EXPENSE. ALL DISTURBED ITEMS SHALL BE REPAIRED TO MATCH EXISTING MATERIALS AND PATTERNING.

19. IF THE CONTRACTOR ENCOUNTERS VOIDS WHEN PATCHING STREETS, THE CONTRACTOR SHALL CALL CITY OF SHAWNEE PUBLIC WORKS DEPARTMENT FOR AN INSPECTION BEFORE PROCEEDING WITH WORK.

20. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY QUALITY CONTROL TESTING TO ENSURE THAT PROJECT REQUIREMENTS ARE MET.

21. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

22. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR OTHER PERMANENT RIGHT OF WAY MARKERS REMOVED OR DISTURBED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. REPLACEMENT OF SECTION CORNERS OR ANY OTHER MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND MAINTENANCE OF THE STORMWATER DRAINAGE. STORMWATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED.

24. STRAW OR HAY BALES AS STORMWATER BEST MANAGEMENT PRACTICES ARE NO LONGER ALLOWED ON CONSTRUCTION PROJECTS.

25. THE CONTRACTOR MUST CALL 1-800-458-4251 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED, OR OTHERWISE DISTURBED.

26. THE CONTRACTOR SHALL NOTIFY THE CITY OF SHAWNEE, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK, LANE CLOSURES OR PRIOR TO DETOURING TRAFFIC.

27. CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIALS IN THE FLOODPLAIN.

28. ALL ITEMS NOT INCLUDED WITHIN QUANTITIES ARE INCIDENTAL AND SHOULD BE INCORPORATED INTO THE PROVIDED PAY ITEMS.

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GENERAL CONSTRUCTION NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

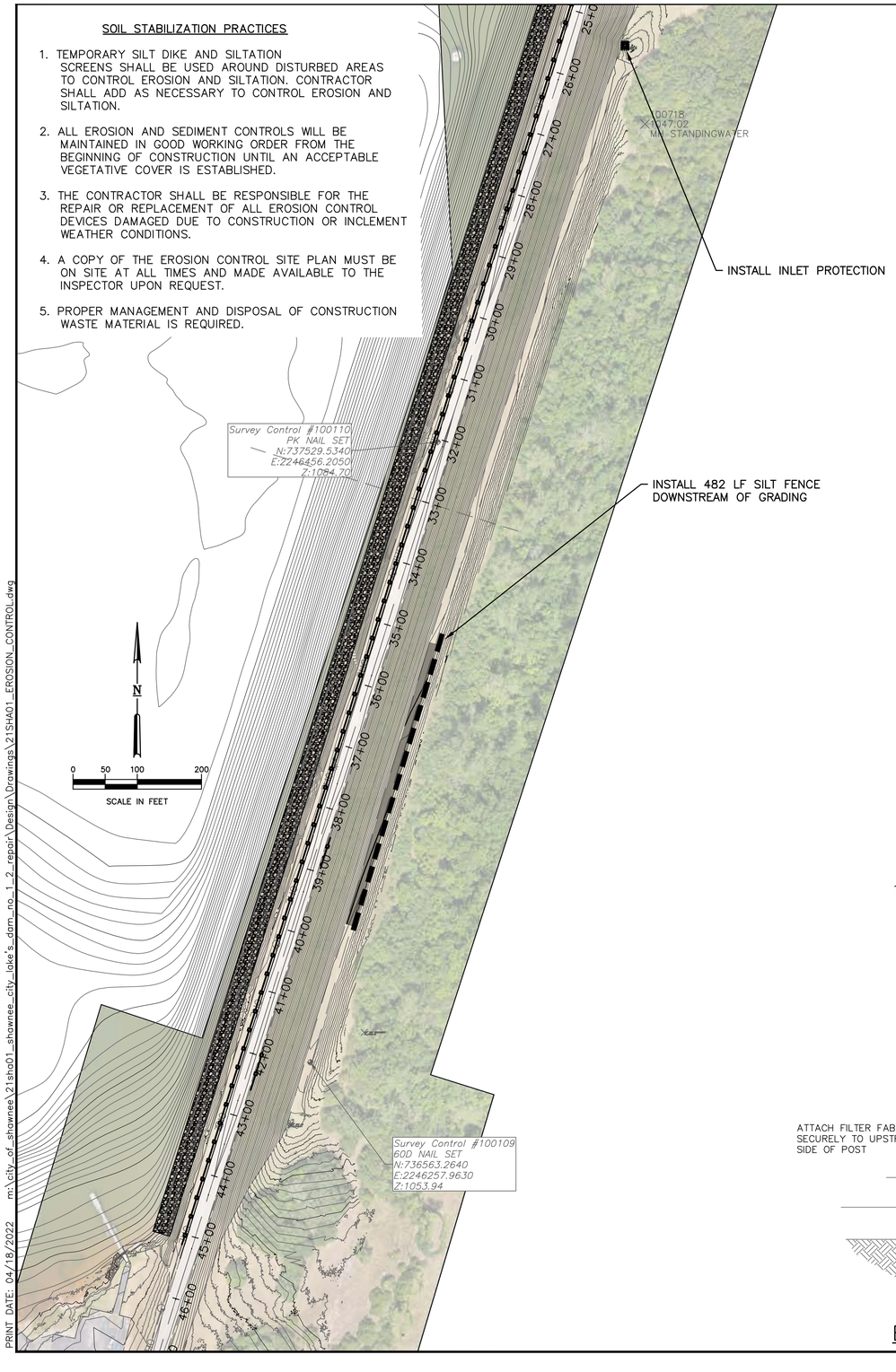
PLANS AND ESTIMATES PREPARED BY:
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SHEET: 5 OF 18		

SOIL STABILIZATION PRACTICES

1. TEMPORARY SILT DIKE AND SILTATION SCREENS SHALL BE USED AROUND DISTURBED AREAS TO CONTROL EROSION AND SILTATION. CONTRACTOR SHALL ADD AS NECESSARY TO CONTROL EROSION AND SILTATION.
2. ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION OR INCLEMENT WEATHER CONDITIONS.
4. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.
5. PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED.

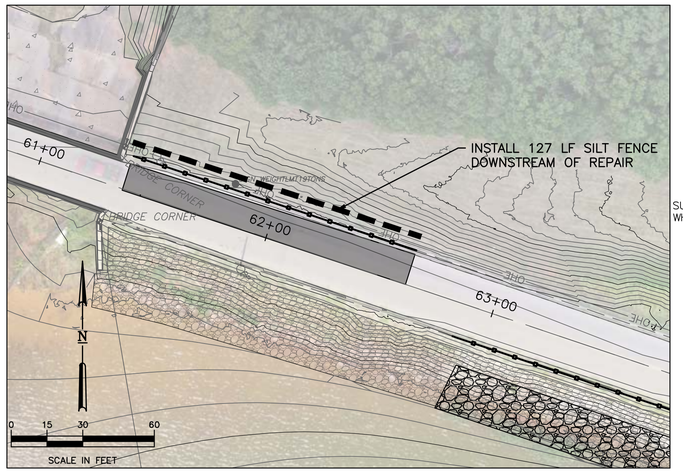


LEGEND

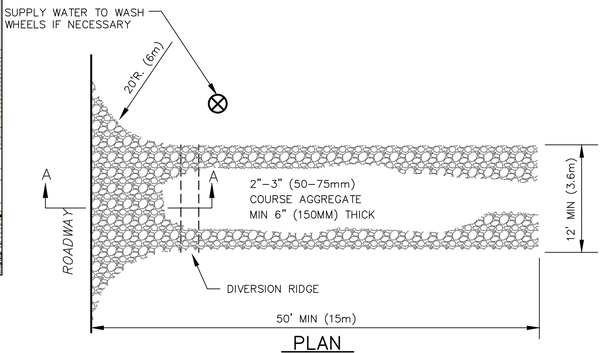
- SECTION LINE
- RIGHT-OF-WAY
- PROP. EASEMENT LINE
- TEMPORARY SILT DIKE
- TEMPORARY SILT FENCE

EROSION CONTROL NOTES

1. ALL GRADING AND EROSION CONTROL SHALL BE CONSTRUCTED AS INDICATED.
2. ALL EROSION CONTROL CONSTRUCTION SHALL BE INSPECTED BY THE CONTRACTOR OR CONTRACTORS REPRESENTATIVE.
3. EROSION CONTROL SHALL START WITH INITIAL CONSTRUCTION AND BE PRACTICED THROUGHOUT THE PROJECT.
4. SILT FENCES SHALL BE CONSTRUCTED ADJACENT TO ALL DRAINAGE-WAYS.
5. WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 14 DAYS, THE DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH.
6. THE CONTRACTOR SHALL RE-SEED ALL AREAS DISTURBED DURING CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDED AREAS UNTIL GROWTH IS ESTABLISHED TO A UNIFORM HEIGHT OF TWO (2) INCHES.
7. THERE ARE NO OFFSITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS.
8. THE STORM WATER PREVENTION POLLUTION PLAN SHALL BE UPDATED AS NECESSARY TO REMAIN CONSISTENT WITH ANY CHANGES APPLICABLE TO PROTECT SURFACE WATER RESOURCES IN SEDIMENT EROSION SITE PLANS OR SITE PLANS OR SITE PERMITS OR STORM WATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY STATE OR LOCAL OFFICIALS FOR WHICH PERMITEE RECEIVES WRITTEN NOTICE.



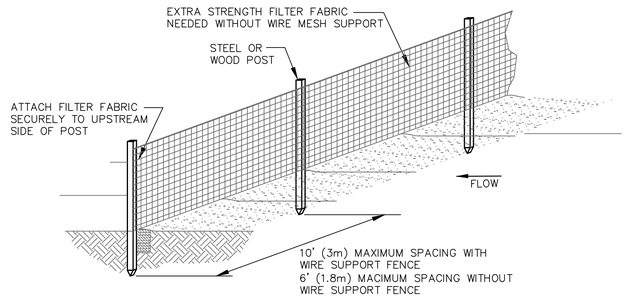
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABLIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



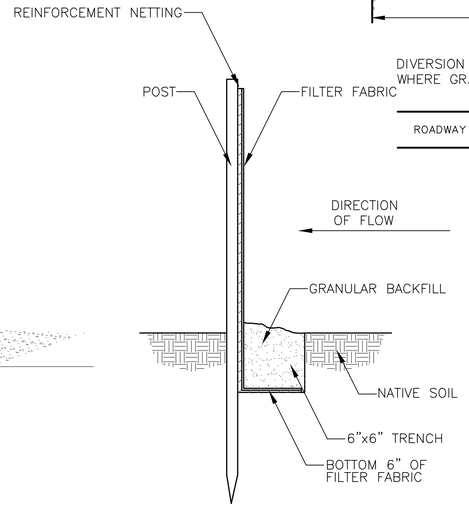
PLAN

SOD AND SEED

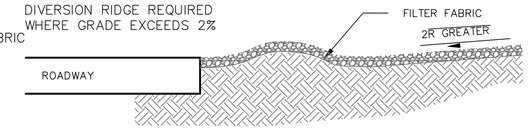
1. THE CONTRACTOR SHALL ESTABLISH A VEGETATIVE COVER OVER ALL SOIL SURFACES DISTURBED DURING CONSTRUCTION.THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING ALL VEGETATION COVERS ARE WELL ESTABLISHED PRIOR TO FINAL COMPLETION OF PROJECT.



EROSION CONTROL DETAILS



SILT BARRIER DETAIL
NOT TO SCALE



SECTION A-A

OKIE 811 Know what's below. Call before you dig.

EROSION

SHAWNEE CITY LAKE DAM REPAIR

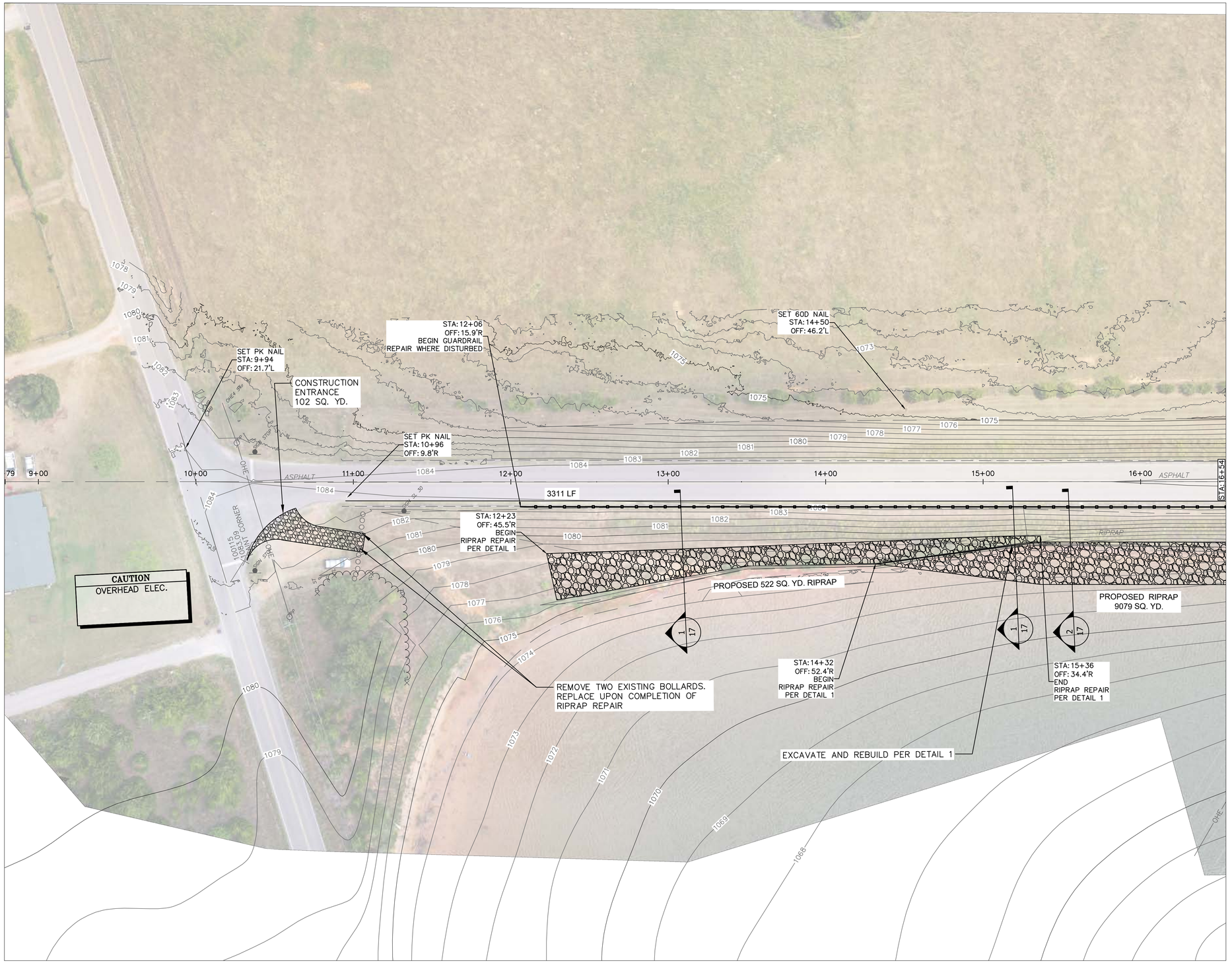
CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., N150 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/21		
SHEET: 6 OF 18		

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Drawings\21SHA01_EROSION_CONTROL.dwg



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

0 15 30 60
SCALE IN FEET

STA. 8+78.85 TO STA. 16+53.85

SHAWNEE CITY LAKE DAM REPAIR

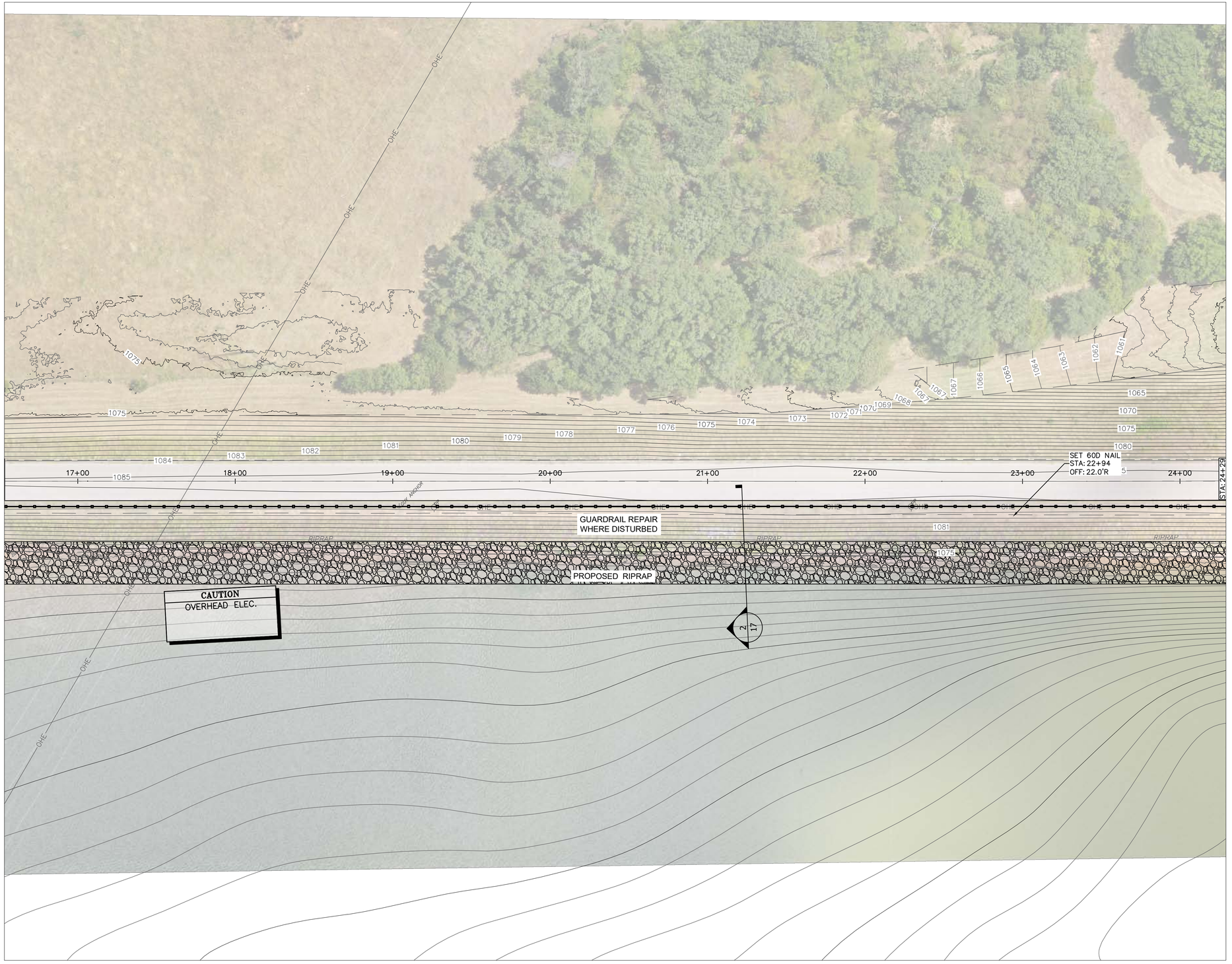
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 16+53.85 TO STA. 24+28.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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C.A. 1487 EXPIRES 6/30/23

SHEET: 8 OF 18

PRINT DATE: 4/18/22 m:\city_of_shawnee\2!sho01_shawnee_city_lake's_dam_no_1_2_repair\Design\Working\2!SHA01_BASE.dwg



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

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SCALE IN FEET

STA. 24+28.85 TO STA. 32+03.85

SHAWNEE CITY LAKE DAM REPAIR

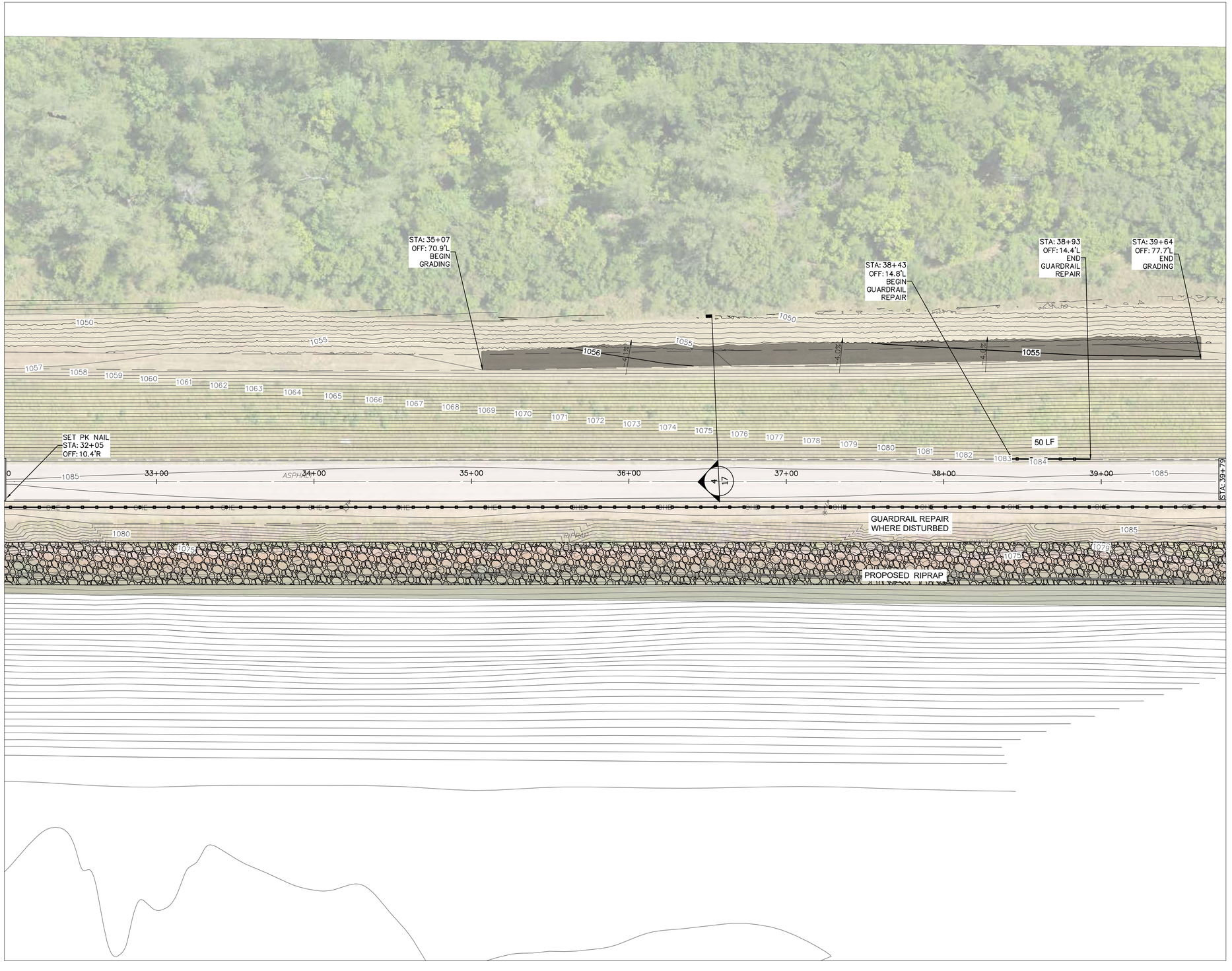
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

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SCALE IN FEET

STA. 32+03.85 TO STA. 39+78.85

SHAWNEE CITY LAKE DAM REPAIR

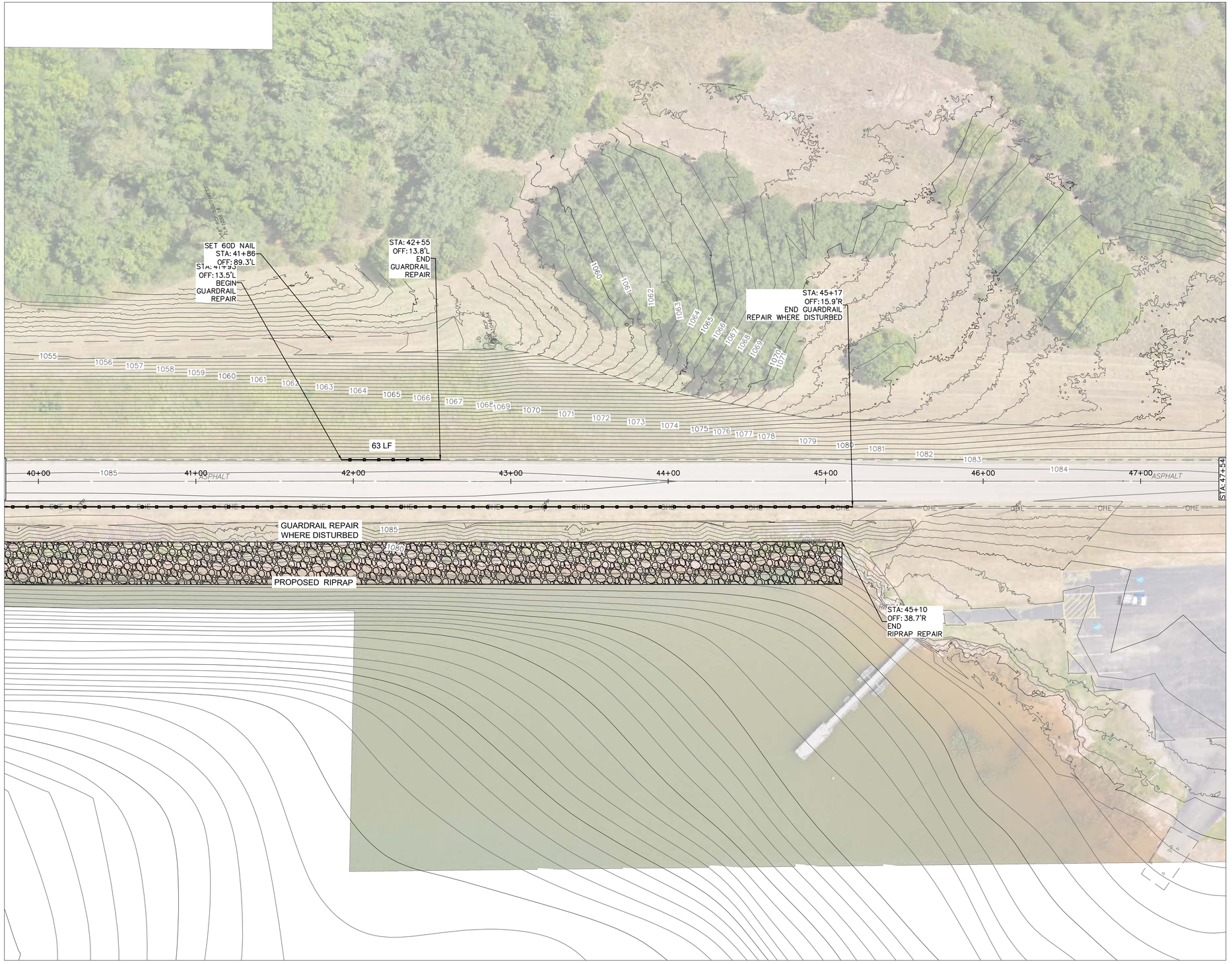
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LEGEND

EX CENTERLINE
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EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

0 15 30 60
SCALE IN FEET

STA. 39+78.85 TO STA. 47+53.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 47+53.85 TO STA. 55+28.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

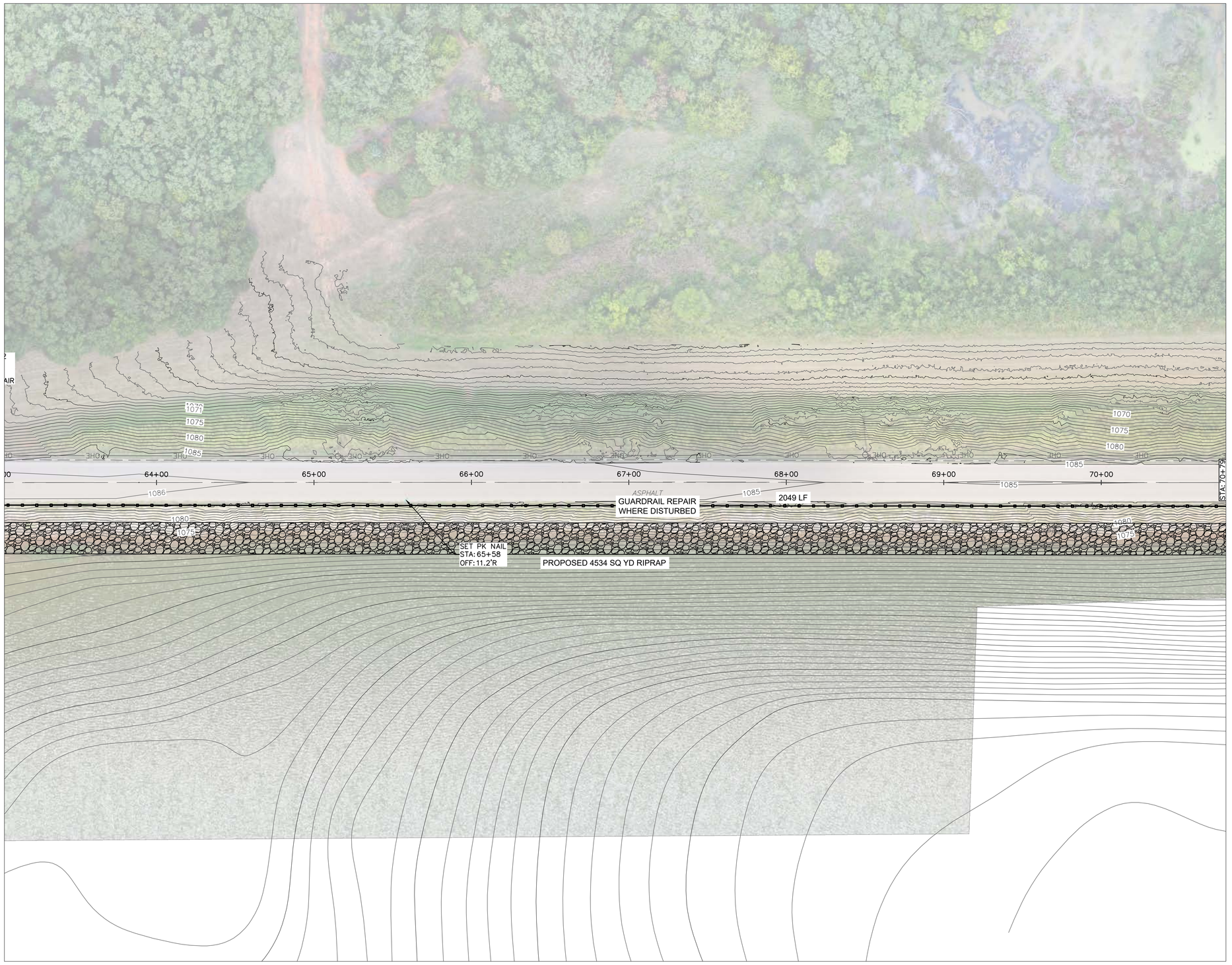
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STA: 55+28
56+00
57+00
58+00
59+00
60+00
61+00
62+00
63+00
STA: 63+03
CHISELED 'X'
STA: 58+10
OFF: 15.8'L
STA: 61+36
OFF: 0.0'L
BEGIN
ROAD REPAIR
STA: 62+62
OFF: 0.0'L
END
ROAD REPAIR
130 LF
173 SQ. YD.
STA: 62+87
OFF: 14.0'R
BEGIN GUARDRAIL
REPAIR WHERE
DISTURBED
STA: 62+93
OFF: 25.0'R
BEGIN
RIPRAP REPAIR
CHISELED 'X'
STA: 61+32
OFF: 16.0'R
ASPHALT
GRAVEL
RIPRAP
CONCRETE
OHE
1083
1084
1085
1086
1087
1088
SIGN YIELD
SIGN SHOULDER
SIGN WEIGHTLIM30
SIGN WEIGHTLIM19TONS
SIGN ADVISORY SPEED
SIGN ONE WAY
SIGN WRONG WAY
SIGN KEEP RIGHT
SIGN DO NOT ENTER
SIGN NO OUTLET
SIGN SCHOOL
SIGN PEDESTRIAN
SIGN BICYCLE
SIGN RAILROAD
SIGN CURVE
SIGN TURN
SIGN REVERSE TURN
SIGN SPEED LIMIT
SIGN STOP AHEAD
SIGN YIELD AHEAD
SIGN NO PASSING
SIGN PASS WITH CARE
SIGN TRUCK CROSSING
SIGN TRUCK ENTRANCE
SIGN HILL
SIGN SLIPPERY WHEN WET
SIGN ROAD WORK
SIGN FLAGMAN
SIGN DETOUR
SIGN DIVIDED HIGHWAY
SIGN DIVIDED HIGHWAY ENDS
SIGN NARROW BRIDGE
SIGN ONE LANE BRIDGE
SIGN RAMP SPEED
SIGN CROSS ROAD
SIGN SIDE ROAD
SIGN T INTERSECTION
SIGN Y INTERSECTION
SIGN LOW CLEARANCE
SIGN GUARD RAIL
SIGN DEAD END
SIGN RAILROAD ADVANCE
SIGN SCHOOL ADVANCE
SIGN PEDESTRIAN ADVANCE
SIGN BICYCLE ADVANCE
SIGN CROSS ROAD ADVANCE
SIGN SIDE ROAD ADVANCE
SIGN T INTERSECTION ADVANCE
SIGN Y INTERSECTION ADVANCE
SIGN TURN ADVANCE
SIGN REVERSE TURN ADVANCE
SIGN CURVE ADVANCE
SIGN REVERSE CURVE ADVANCE
SIGN SPEED LIMIT ADVANCE
SIGN STOP AHEAD ADVANCE
SIGN YIELD AHEAD ADVANCE
SIGN NO PASSING ADVANCE
SIGN PASS WITH CARE ADVANCE
SIGN TRUCK CROSSING ADVANCE
SIGN TRUCK ENTRANCE ADVANCE
SIGN HILL ADVANCE
SIGN SLIPPERY WHEN WET ADVANCE
SIGN ROAD WORK ADVANCE
SIGN FLAGMAN ADVANCE
SIGN DETOUR ADVANCE
SIGN DIVIDED HIGHWAY ADVANCE
SIGN DIVIDED HIGHWAY ENDS ADVANCE
SIGN NARROW BRIDGE ADVANCE
SIGN ONE LANE BRIDGE ADVANCE
SIGN RAMP SPEED



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 63+03.85 TO STA. 70+78.85

SHAWNEE CITY LAKE DAM REPAIR

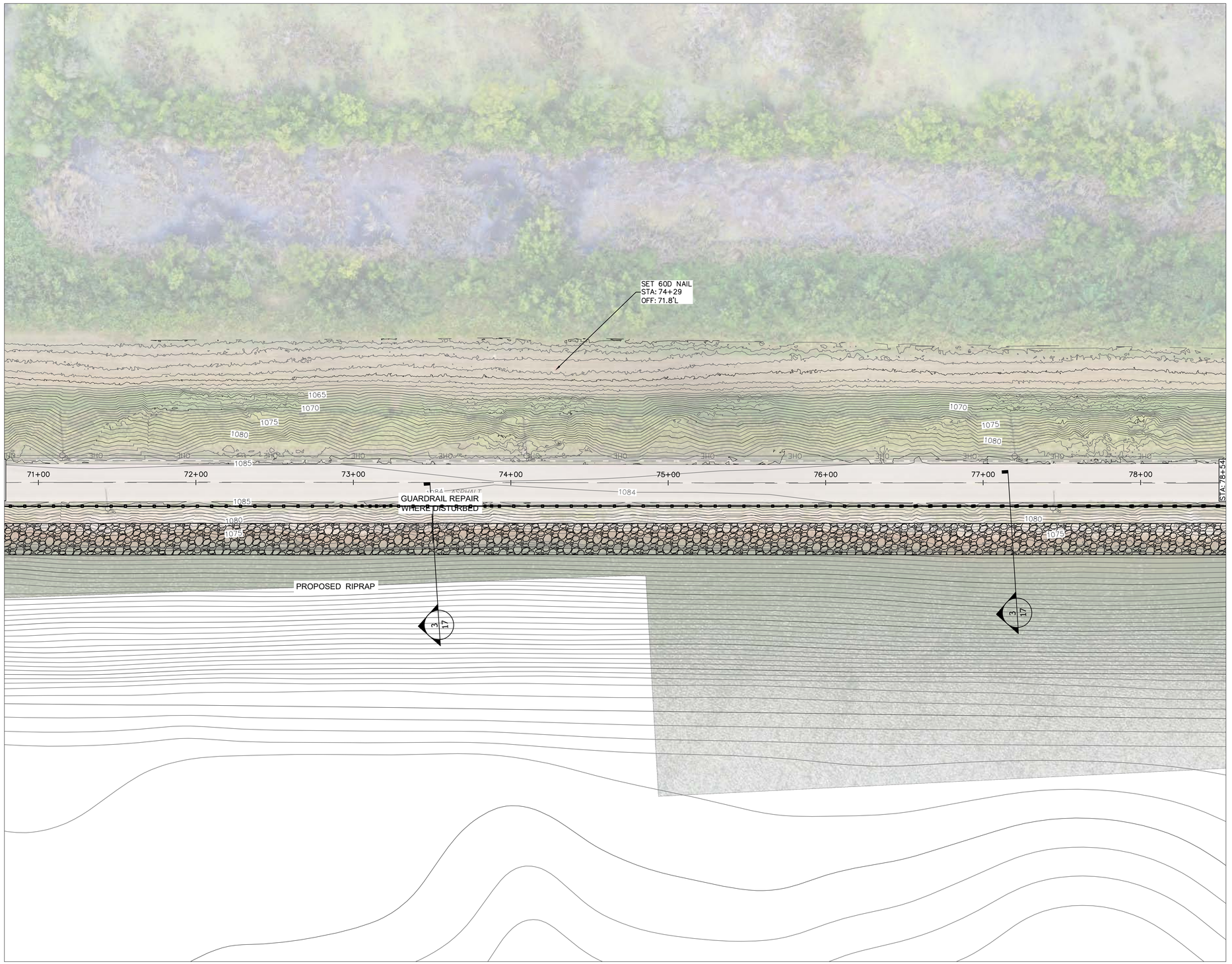
CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 14 OF 18		

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 70+78.85 TO STA. 78+53.85

SHAWNEE CITY LAKE DAM REPAIR

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C.A. 1487 EXPIRES 6/30/23		
SHEET: 15 OF 18		

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA: 85+74
OFF: 14.0'L
GUARDRAIL
REPAIR

SET PK NAIL
STA: 81+95
OFF: 11.5'R

STA: 83+37
OFF: 15.0'R
END
GUARDRAIL
REPAIR WHERE
DISTURBED

15 LF

GUARDRAIL REPAIR
WHERE DISTURBED

PROPOSED RIPRAP

STA: 83+31
OFF: 26.0'R
END
RIPRAP REPAIR

SET PK NAIL
STA: 86+73
OFF: 92.4'R

STA: 87+76

3:1

STA. 78+53.85 TO STA. 87+83.50

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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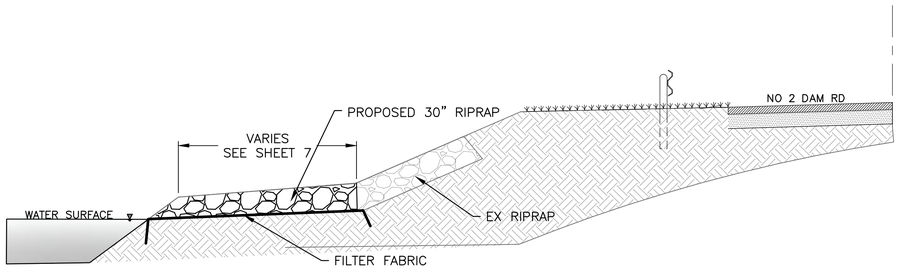
REVISION	BY	DATE

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C.A. 1487 EXPIRES 6/30/23

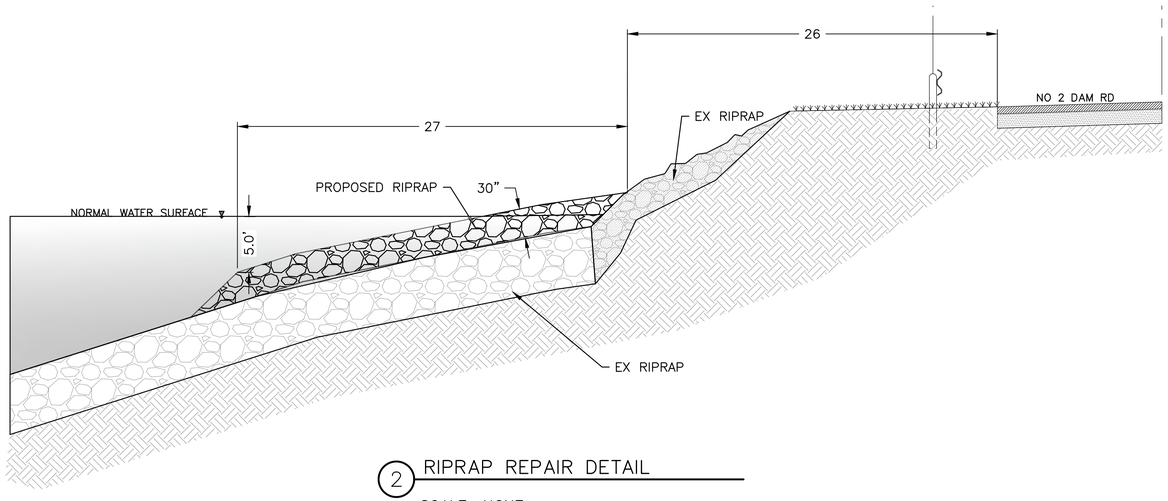
SHEET: 16 OF 18

PRINT DATE: 4/18/22 m:\city_of_shownee\21sho01_shawnee_city_lake's_dam_no_1_2_repair\Design Working\21SHA01_BASE.dwg



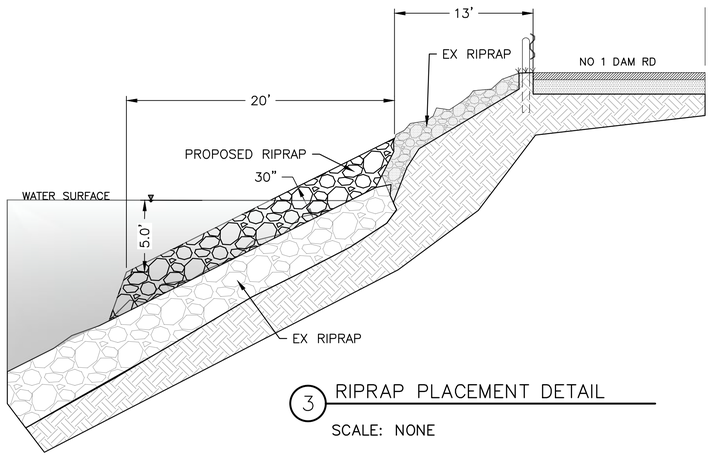
1 RIPRAP PLACEMENT DETAIL

SCALE: NONE



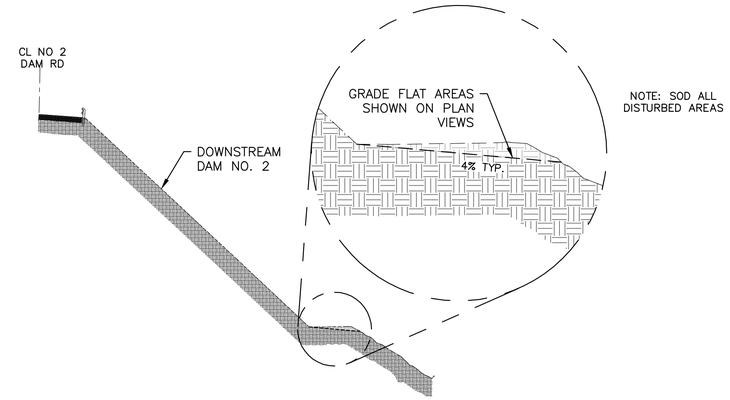
2 RIPRAP REPAIR DETAIL

SCALE: NONE



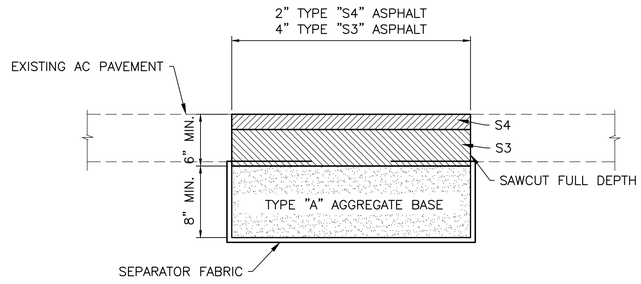
3 RIPRAP PLACEMENT DETAIL

SCALE: NONE



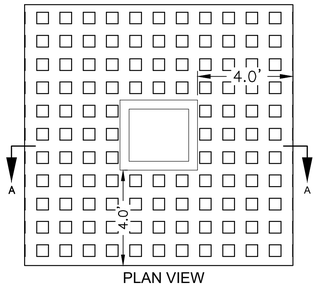
4 TYPICAL GRADING SECTION

SCALE: NONE

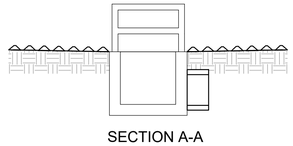


5 TYPE I AC PATCH SECTION

SCALE: NONE



PLAN VIEW



SECTION A-A

6 INLET PROTECTION DETAIL

SCALE: NONE

PAVING AND DRAINAGE DETAILS

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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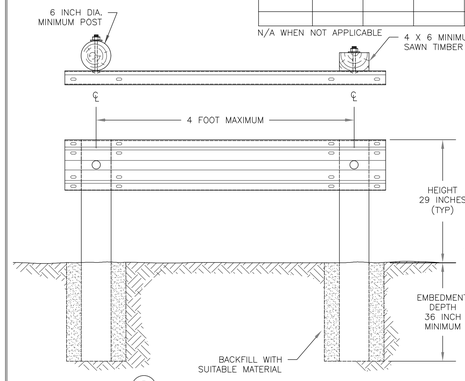
SHEET: 17 OF 18

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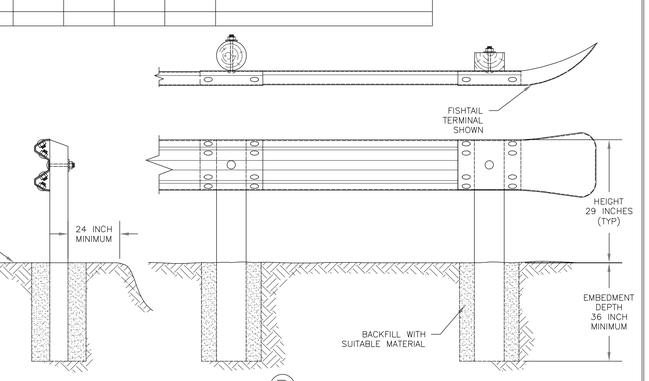
GUARDRAIL

		POST					RAIL		
TYPICAL ID	SECTION TYPE	SIZE	LENGTH	EMBEDMENT DEPTH	SPECIES	PRESERV. TYPE	SIZE	END	COMMENTS
WGR-1						P			

N/A WHEN NOT APPLICABLE



(A) SINGLE GUARDRAIL SECTION



(B) CONTINUOUS GUARDRAIL SECTION

NOTES:

1. PRE-DRILL HOLES FOR FASTENERS TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS.
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
3. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.
4. ALL HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
5. USE ONLY HARDWARE MANUFACTURED FOR GUARDRAILS.

PRESERVATIVE TREATMENT – (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	
P2	WB	UC3B	
P3			

TREATMENT TYPE
WB = WATERBORNE
OT = OIL-BORNE

USE CATEGORY
UC3B = ABOVE GROUND – EXPOSED
UC4A = GROUND CONTACT – GENERAL USE
UC4B = GROUND CONTACT – HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

DRAWING NAME: **GUARDRAIL**
SECTION: **933 - SIDE BARRIERS** TYPICAL ID: **WGR**

REVISION DATE: **XX/XX/XX**
NO SCALE

DRAWING NO.: **STD_933-60-01**
SHEET OF

PRINT DATE: 4/18/22
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GUARDRAIL REPAIR DETAILS

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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C.A. 1487 EXPIRES 6/30/23

SHEET: 18 OF 18

Addendum No. 1
City of Shawnee
Lake Dam Repairs

Issued: August 29, 2022 Project No. C-21-06B

All bidders should acknowledge receipt of this addendum on the bid form. Failure to acknowledge receipt could result in the bid being declared incomplete.

Deadline Changes

There are no changes for the project bid deadlines.

Scope of Work Changes

1. Table of Pay Items revised to include Traffic Control items for bidding.
2. Traffic Pay Item Notes added to sheet.
3. Bid Proposal Form (Quantities) sheet revised to include Item 17, Construction Traffic Control, and columns for Unit Price and Item Total.

Attachments to Addendum No. 1

- Revised Drawings Sheet 4 – One (1) sheet
- Revised Bid Pay Items sheet – One (1) sheet

Seth Barkhimer, P. E.
Director of Engineering
City of Shawnee
222 N Broadway Avenue
Shawnee, OK 74801

PAY ITEM NOTES

EARTHWORK / EROSION CONTROL / SITE PREPARATION (E1 - E11)

E-1: ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.

E-3: THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.

E-4: UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.

E-5: THIS QUANTITY INCLUDES AN ADDITIONAL 25% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.

E-6: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT, AS WELL AS REMOVAL OF ALL SILT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, STORM SEWER PIPES AND APPURTENANCES WITHIN THE PROJECT LIMITS AT END OF PROJECT, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THIS ITEM.

E-7: EROSION PROTECTION SHALL BE PLACED AS FOLLOWS:
A) AROUND INLETS TO PREVENT INFLOW OF ERODED MATERIAL INTO STORM SEWER SYSTEM;
B) IN LOCATIONS THROUGHOUT PROJECT SITE, AS DETERMINED BY THE ENGINEER, TO PREVENT WASH OF ERODED MATERIAL ONTO ADJACENT PROPERTY;
C) FOR ENTIRE DURATION OF PROJECT, WITH MAINTENANCE AND REPLACEMENTS, AS DIRECTED BY THE ENGINEER;
D) WITH PERIODIC REMOVAL OF SEDIMENT IN ACCORDANCE WITH STORMWATER MANAGEMENT PLAN.
ALL COST FOR ITEMS A-D ABOVE SHALL BE INCLUDED IN UNIT PRICE BID FOR THIS ITEM.

E-8: PRICE BID SHALL INCLUDE MAINTENANCE, SEDIMENT REMOVAL, DISPOSAL, AND REMOVAL OF FILTERS AT PROJECT COMPLETION.

E-11: COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

SURFACING / STRUCTURES (S1 - S19)

S-3: SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.

S-5: THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.

S-6: ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.

S-8: A HIGHER GRADE OF ASPHALT BINDER THAN IS INDICATED ON THE PLANS MAY BE USED, BUT AT NO ADDITIONAL COST TO THE CITY.

S-15: THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.

S-19: STANDARD BEDDING MATERIAL TO BE TYPE A AGGREGATE BASE COMPACTED TO 95% STANDARD PROCTOR DENSITY (AASHTO T-99). TYPE A AGGREGATE BASE IN THE ROADWAY SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (AASHTO T-180).

REMOVAL / ADJUSTMENT (R1 - R5)

R-1: WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS

R-5: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED CONDITION.

SHAWNEE DAMS No. 1 & No. 2

PAY ITEMS

ITEM NUMBER	SPEC NUMBER	NOTES	ITEM DESCRIPTION	UNIT	QUANTITY
1	201(A&B)	E-1	CLEARING AND GRUBBING	LS	1.00
2	220	E-6,E-7	SWP3 DOCUMENTATION	LS	1.00
3	303	S-19	AGGREGATE BASE TYPE A	CY	13.56
4	325	S-3, S-5	SEPERATOR FABRIC	SY	173.00
5	619	R-1	PAVEMENT REMOVAL	SY	173.00
6	625	R-1	GUARDRAIL REMOVAL	LF	6700.00
7	625		GUARDRAIL	LF	258.00
8	641		MOBILIZATION	LS	1.00
9	642		CONSTRUCTION STAKING LEVEL I	LS	1.00
10	708	S-5, S-6, S-8	ASPHALT (S4)	TON	19.19
11	708	S-5, S-6, S-9	ASPHALT (S3)	TON	38.38
12	202(A)	E-3, E-4, E-5	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	E-7, E-8	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	E-11	SEEDING METHOD A	AC	0.15
15	602(B)		24" RIPRAP	TON	18100.00
16	602(C)		FILTER FABRIC	SY	522.00
17	880(J)	T-2,T-3,T-5,T-7,T-8	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00
18	SPECIAL		FLEXAMAT	SF	113.00
19	SPECIAL		CONSTRUCTION ENTRANCE	LS	1.00

TRAFFIC (T2 - T8)

T-2: REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

T-3: ALL PLASTIC PAVEMENT MARKINGS SHALL BE EITHER:

EXTRUDED-APPLIED THERMOPLASTIC (USE ON ASPHALT PAVEMENT). THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE SURFACE TEMPERATURE EXCEEDS 55°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION AND MAXIMUM WIND GUSTS ARE BELOW 15 MPH AT THE TIME OF APPLICATION. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION. MECHANICALLY APPLIED PREFORMED PLASTIC TAPE (“COLD TAPE”) WILL NOT BE ACCEPTED.

OR

MULTI-POLYMER PAINT (USE ON CONCRETE PAVEMENT). MULTI-POLYMER PAVEMENT MARKINGS SHALL ONLY BE APPLIED 30 DAYS AFTER PAVING WHEN PAVEMENT SURFACE TEMPERATURE EXCEEDS 40°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION WITH A MINIMUM WIND CHILL TEMPERATURE OF 35°F. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION.

T-5: IF WARNING LIGHTS ARE TO BE USED ON TRAFFIC CONTROL DEVICES, TYPE “A” LIGHTS SHALL ONLY BE USED ON DEVICES WARNING OF UNEXPECTED HAZARDS, AND SHALL NOT BE USED FOR DELINEATION OF THE TRAVELED WAY. ONLY TYPE “C” WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND TYPE “C” LIGHTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

T-7: PRICE BID FOR THIS ITEM INCLUDES INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF PROJECT SIGN.

T-8: CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.

PRINT DATE: 8/29/22 M:\City_of_Shawnee\21SHA01_Shawnee_City_Lake's_Dam_No_1_2_Repair\Design\Drawings\21SHA01_NOTES.dwg

PAY ITEM NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
ADD PAY ITEM & NOTES	CGH	8/29/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/23

BID PROPOSAL FORM (QUANTITIES)
Shawnee City Lake Dam Improvements
City of Shawnee

Bid Quantities

ITEM	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	201(A&B)	CLEARING AND GRUBBING	LS	1.00	$	$
2	220	SWP3 DOCUMENTATION	LS	1.00	$	$
3	303	AGGREGATE BASE TYPE A	CY	13.56	$	$
4	325	SEPARATOR FABRIC	SY	173.00	$	$
5	619	PAVEMENT REMOVAL	SY	173.00	$	$
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7	625	GUARDRAIL	LF	258.00	$	$
8	641	MOBILIZATION	LS	1.00	$	$
9	642	CONSTRUCTION STAKING LEVEL 1	LS	1.00	$	$
10	708	ASPHALT (S4)	TON	19.19	$	$
11	708	ASPHALT (S3)	TON	38.38	$	$
12	202(A)	UNCLASSIFIED EXCAVATION	CY	900.00	$	$
13	221(C)	TEMPORARY SILT FENCE	LF	657.00	$	$
14	232(A)	SEEDING METHOD A	AC	0.15	$	$
15	602(B)	24” RIPRAP	TON	18,100.00	$	$
16	602(C)	FILTER FABRIC	SY	522.00	$	$
17	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00	$	$
18	SPECIAL	FLEXAMAT	SF	113.00	$	$
19	SPECIAL	CONSTRUCTION ENTRANCE	LS	1.00	$	$
20					$	$
21					$	$
22					$	$
23					$	$
24					$	$
			BASE BID TOTAL		$	

Plan Holder's List			
CITY OF SHAWNEE - Lake Dam Repairs			
1	Downey Contracting, LLC	405-478-5277	David Vaughn bids@downey.com
2	Haskell Lemon Group	405-962-8995	Roy Counts bids@haskellemon.com
3	MK Excavation	918-671-8294	Mike Krueger mik@mkexcavationllc.com
4	BJ's Oilfield Construction	405-221-1209	Cody Johnson cody.deanscasing@gmail.com
5	CP Integrated	405-627-7280	Jack Knox jhughes@cpiokc.com

Regular Board of Commissioners 17. a.

Meeting Date: 09/06/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

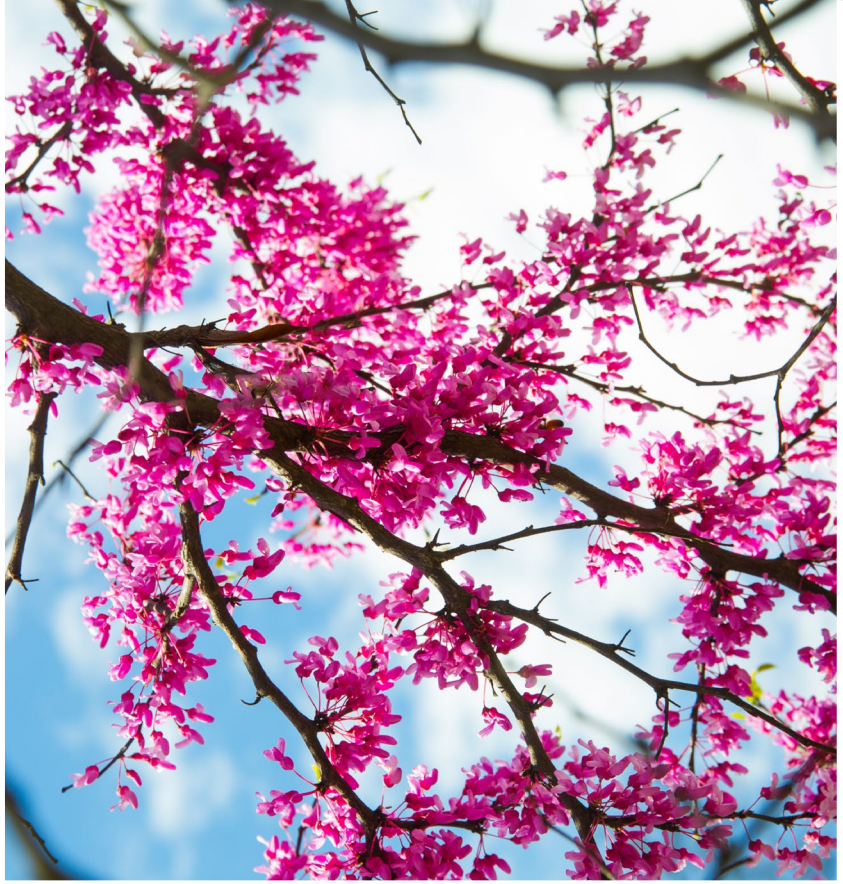
Engineering and Public Works – Seth Barkhimer, Director of Engineering and Brad Schmidt, Public Works Director

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Attachments

Presentation



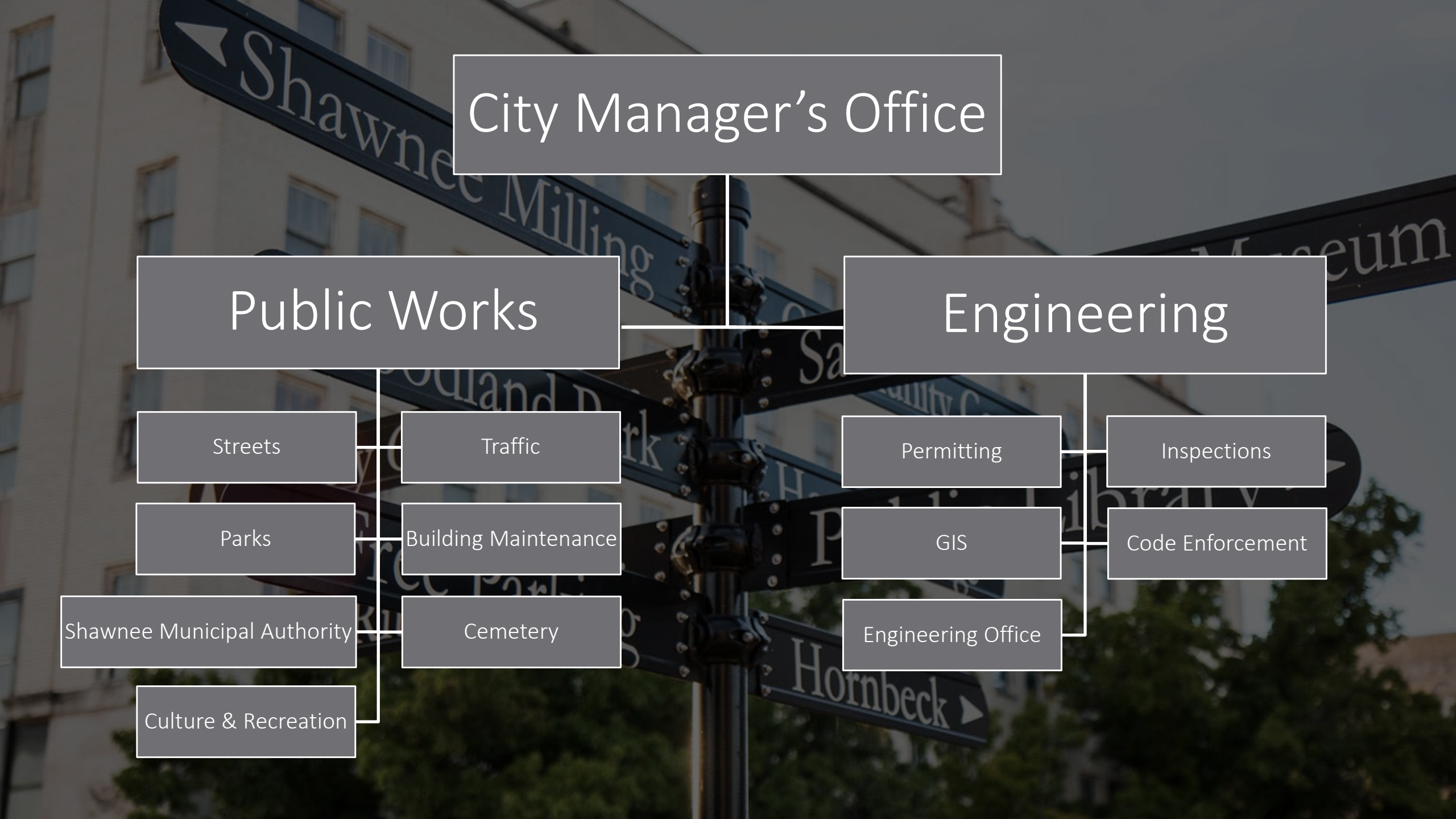



Engineering and Public Works

September 6, 2022 – Administrative Report

Brad Schmidt, Public Works Director
Seth Barkhimer, PE, Director of Engineering

City of Shawnee
OKLAHOMA



City Manager's Office

Public Works

- Streets
- Traffic
- Parks
- Building Maintenance
- Shawnee Municipal Authority
- Cemetery
- Culture & Recreation

Engineering

- Permitting
- Inspections
- GIS
- Code Enforcement
- Engineering Office

Personnel

Public Works

88 full time & 70 part time/seasonal

- Administration: 2
- Streets: 14
- Traffic: 3
- Parks: 9
- Building Maintenance: 3
- Treatment Operations: 22
- Water Distribution & Sewer Collection: 23
- Cemetery: 4
- Culture & Recreation: 3 full time & 3 part time
  66 seasonal & additional volunteers

Engineering

10 positions

- Administration: 2
- Permitting: 1
- Inspections: 3
- GIS: 1
- Code Enforcement: 3

Physical Assets

- Streets: 551 lane miles
- Traffic: 42 traffic signals
- Sidewalks: 64 miles
- Trails: 6.7 miles
- 36 Parks
- 54 Facility Structures
- 12,370 Water accounts
- 1 Drinking Water and 2 Wastewater Treatment Plants
- Water Mains: 234 miles
- Sanitary Sewer: 186 miles
- 3,617 Sanitary Manholes
- 14 Lift Stations
- Shawnee Twin Lakes
- Wes Watkins Reservoir

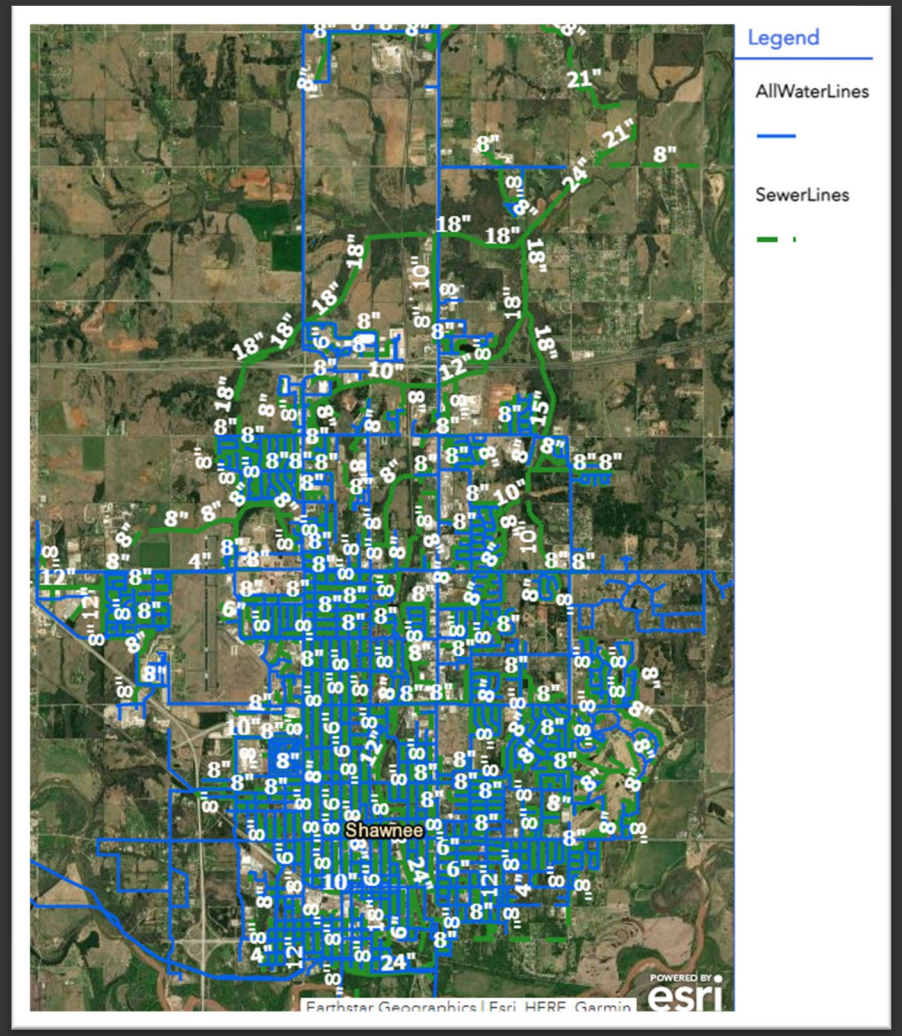
Asset Management Activities

- Street overlay & panel replacement
- Bridge & scour repair
- Pothole repair
- Curb repair
- Snow removal
- Mowing & beautification
- Water & sewer line maintenance & repair
- Pump replacement
- Lagoon cleaning
- Digestor cleaning
- Culvert Replacement
- Lake Dam repair
- Etc.

Water Main Breaks and Statistics

Last 5 years:

- 2017: 162
- 2018: 59
- 2019: 52
- 2020: 64
- 2021: 134



Averaging 94 breaks per year over the last 5 years or about 1.8 breaks per week

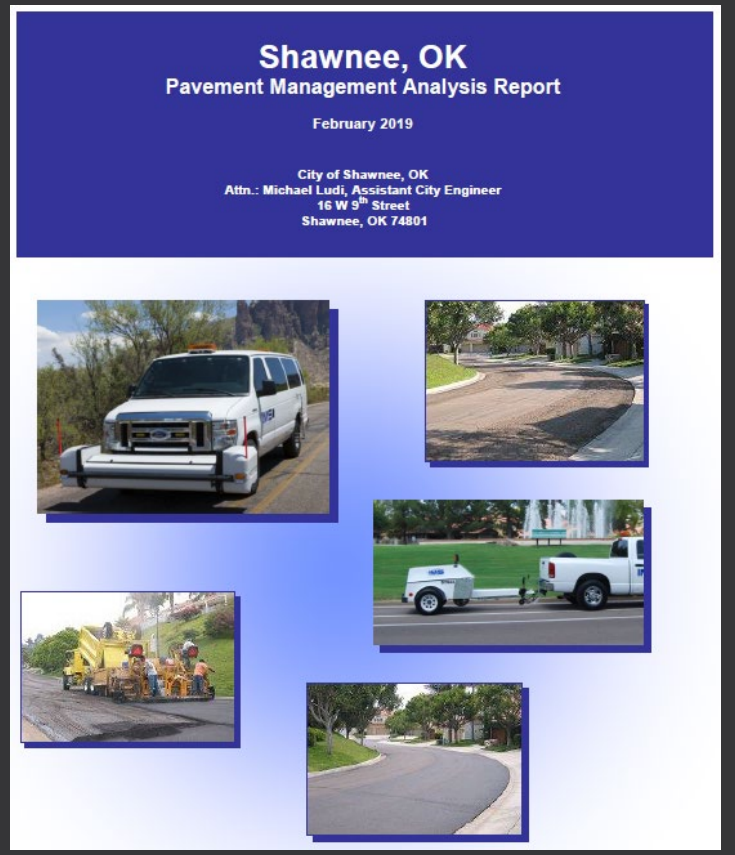
50 breaks so far in 2022

Roadway Inventory and Index

Roadway Inventory & Pavement Condition Index (PCI) out of 100

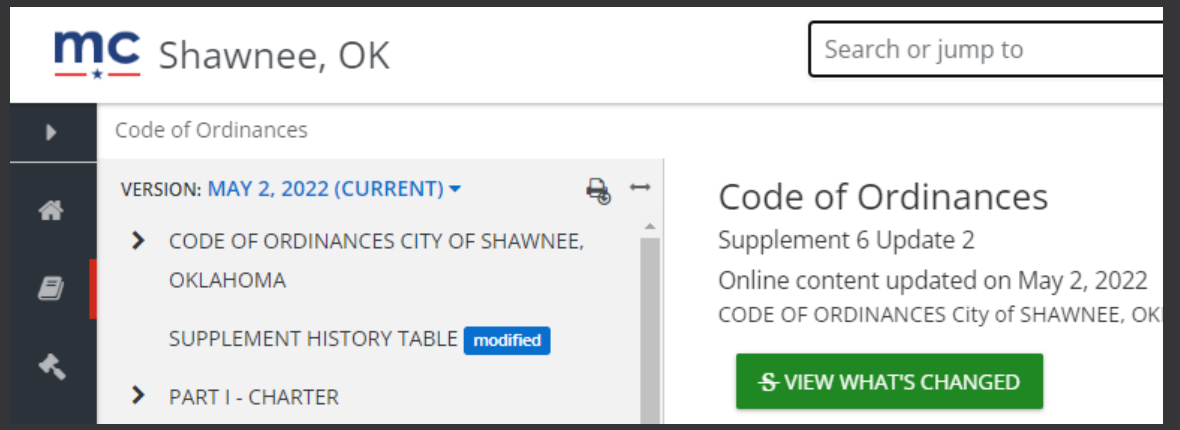
- >85 = Excellent
- 60-70 = Good
- **65 = Shawnee Average** (in 2018)
- 60 = U.S. Average
- <40 = Poor/Very Poor

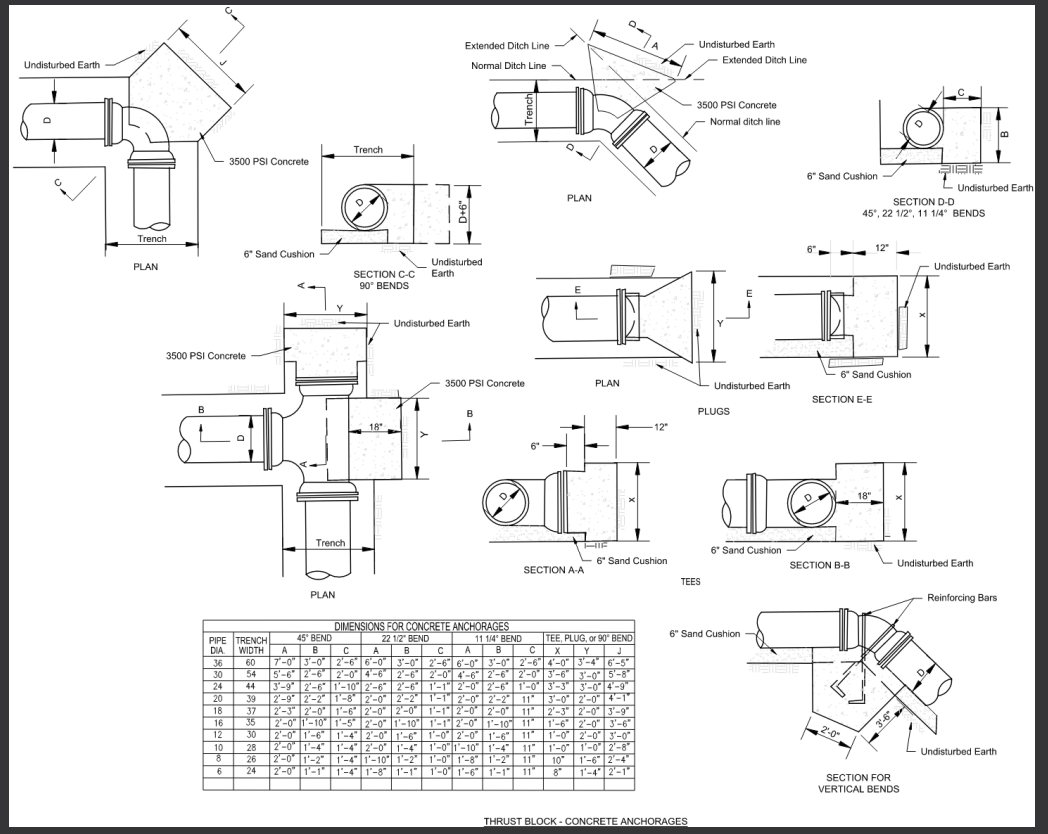
Going from “Excellent” to “Poor” takes less than 20 years

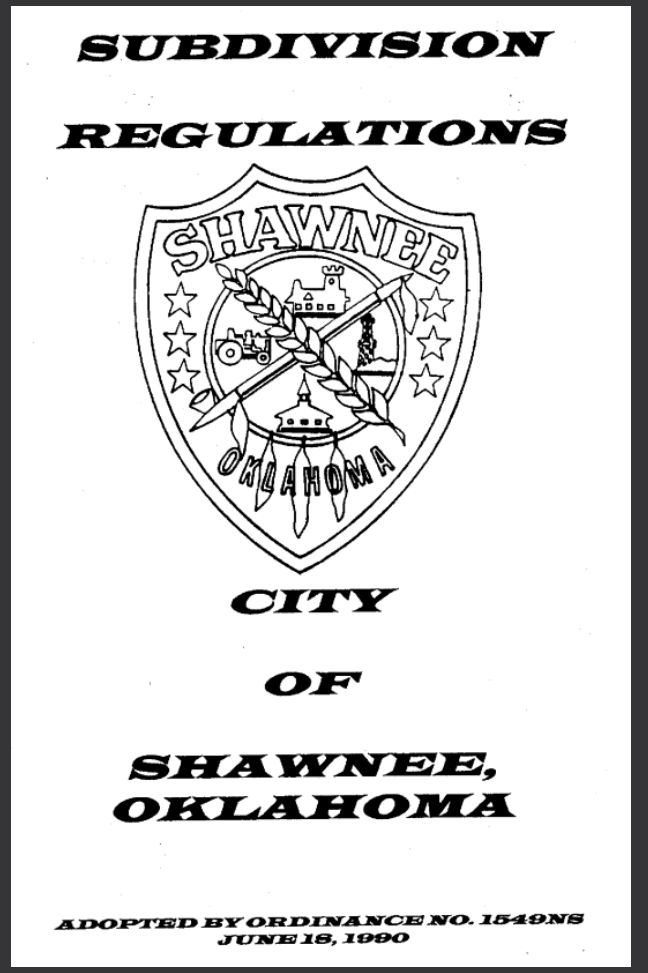


Guiding Policies

- Shawnee Municipal Code
- Subdivision Regulations
- Sanitary Sewer Specifications
- Water Main Specifications
- And more…

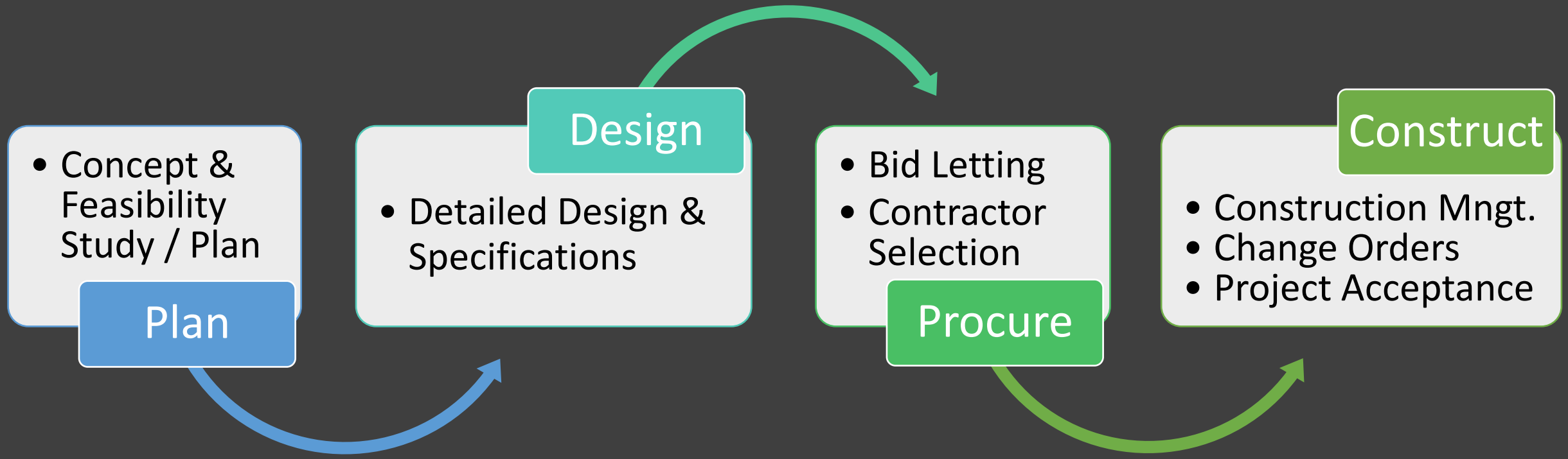






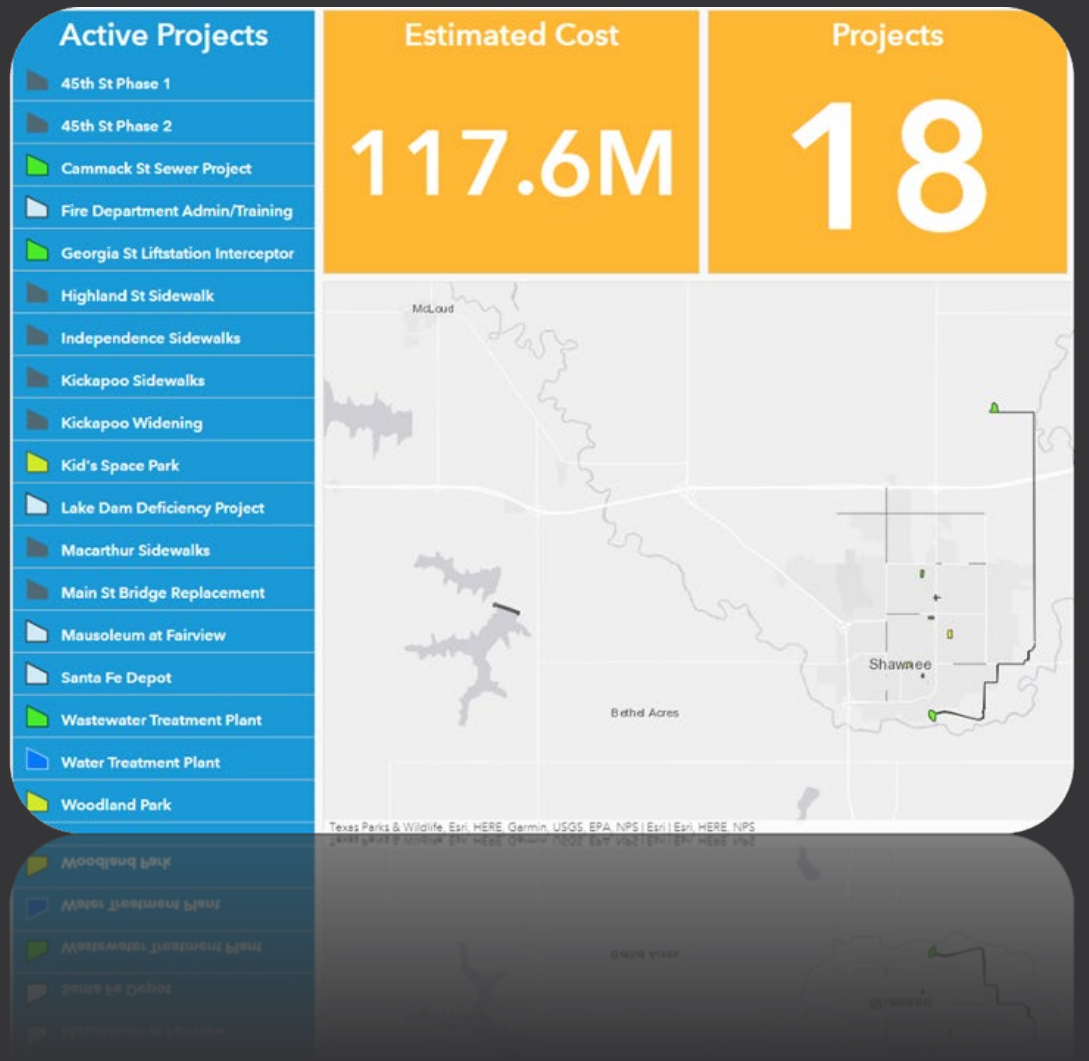
Municipal Project Process

- Safe-guarding of Public Assets & Funds
- Process Steps



Current & Near-term Projects

- 2018 Half-Cent Sales Tax Capital Improvement Projects
- Drinking Water State Revolving Fund Project (DWSRF)
- Clean Water State Revolving Fund Projects (CWSRF)
- American Rescue Plan Act Projects
- General Capital Projects



2018 Half-Cent Sales Tax

25% for Public Safety	Allocation	Status
Police Department Headquarters	$3,200,000	Complete
Police Patrol Vehicles (25)	$1,250,000	Complete
Fire Station #1 & #3	$1,750,000	Plan Stage
Fire Engine	$750,000	Plan Stage
Fire Training Structure	$300,000	Plan Stage **complete**
Emergency Warning System	$250,000	Complete
25% for Streets and Roads		
45th Street - W Kickapoo to E Harrison	$3,500,000	**Design in progress**
Overlays & Panel Replacements	$4,000,000	**Construction in Progress**
50% for Parks & Public Facilities		
Implement Parks Master Plan	$7,000,000	**Construction in Progress**
EXPO Enhancement & Remodel	$3,500,000	Fencing & Roof **complete**
Sidewalks & Trails	$1,750,000	**Construction in Progress**
Library Roof & Remodel	$1,000,000	Small tasks **complete**; Roof restoration not yet started
Senior Ctr Roof & Remodel	$1,000,000	
Community Ctr Roof & Remodel	$350,000	
Santa Fe Depot Roof & Remodel	**$400,000**	Study **done**; Visioning **complete**





Drinking Water State Revolving Fund

Water Treatment Plant

- Construction started 2021
- Complete by Spring 2023
- Capacity increase from current 7.6 to 10MGD meeting 2060 projections
- Addition of a Polyaluminum Chloride (PAC) system to reduce taste and odor issues
- Increase in clarifiers and filters, plus super pulsator will reduce downtime





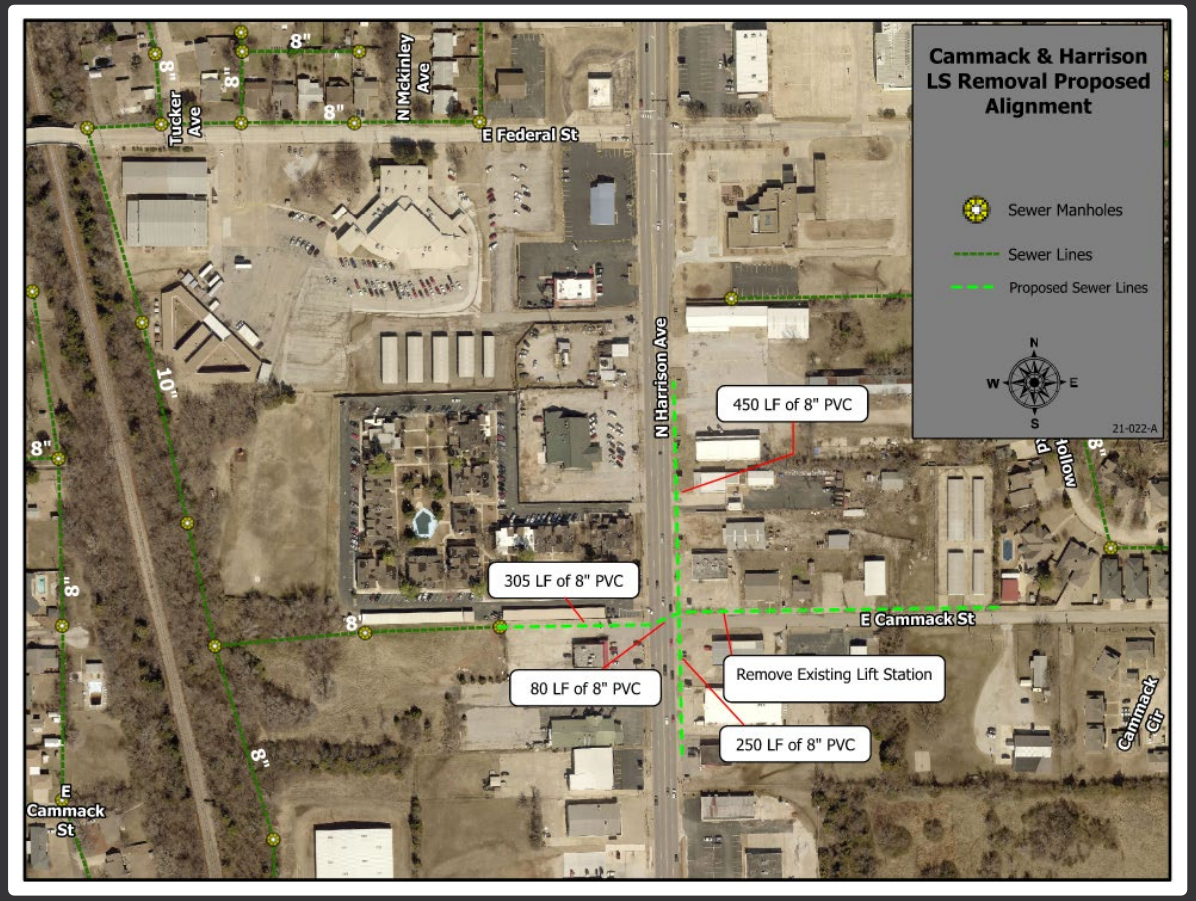


Clean Water State Revolving Fund

Wastewater Treatment Plant

- South & North Wastewater Treatment Plants
- Project reduces discharge point to North Plant
- 9 miles of 24" main delivers wastewater to North
- South Plant redesign to function as a lift station
- North Plant expandable “Sequencing Batch Reactor” (SBR) process with initial 20-year capacity and expansion capability
- Bid August 1st
- Completion by 4th quarter 2025

American Rescue Plan Act (ARPA)

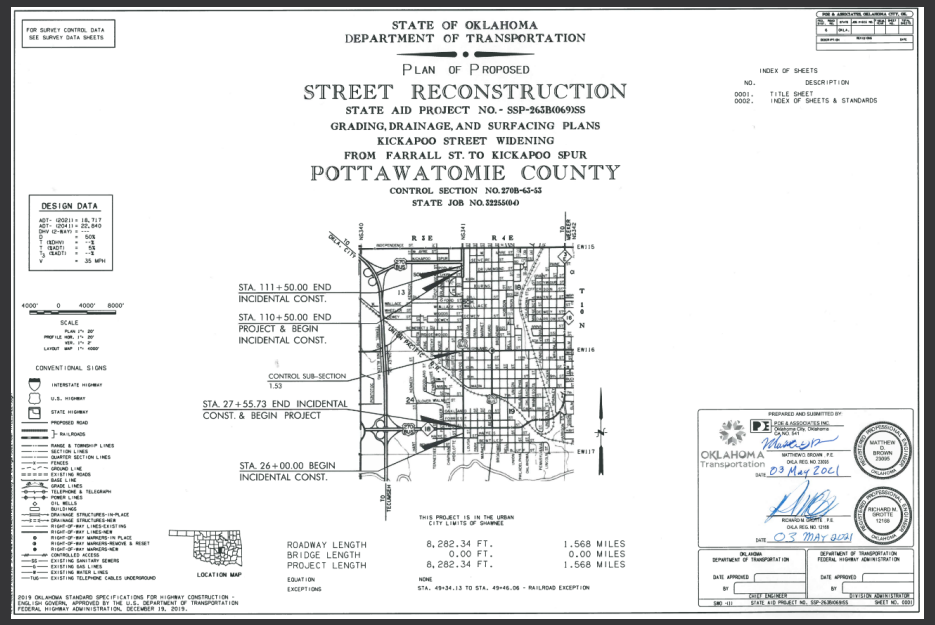


Water and Wastewater Lines

- Cammack Street sewer
- Water main on Park Street from Independence to the water tower
- Extension of the Lowe's water line to create a loop
- Trunk line sewer replacement from South Plant to Main Street
- Identified were … 33 HIGH PRIORITY locations covering 7,500 ft of wastewater and 25,000 ft of water lines

General Capital Projects

Kickapoo Widening
(joint project with ODOT)


STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED
STREET RECONSTRUCTION
STATE AID PROJECT NO. - SSP-263B(069)SS
GRADING, DRAINAGE, AND SURFACING PLANS
KICKAPOO STREET WIDENING
FROM FARRALL ST. TO KICKAPOO SPUR
POTTAWATOMIE COUNTY
CONTROL SECTION NO. 270B-63-53
STATE JOB NO. 2225504

INDEX OF SHEETS
NO. DESCRIPTION
0001. TITLE SHEET
0002. INDEX OF SHEETS & STANDARDS

DESIGN DATA

STA. 111+50.00 END INCIDENTAL CONST.
STA. 110+50.00 END PROJECT & BEGIN INCIDENTAL CONST.
CONTROL SUB-SECTION 1.53
STA. 27+55.73 END INCIDENTAL CONST. & BEGIN PROJECT
STA. 26+00.00 BEGIN INCIDENTAL CONST.

CONVENTIONAL SIGNS

LOCATION MAP

THIS PROJECT IS IN THE URBAN CITY LIMITS OF SHAWNEE

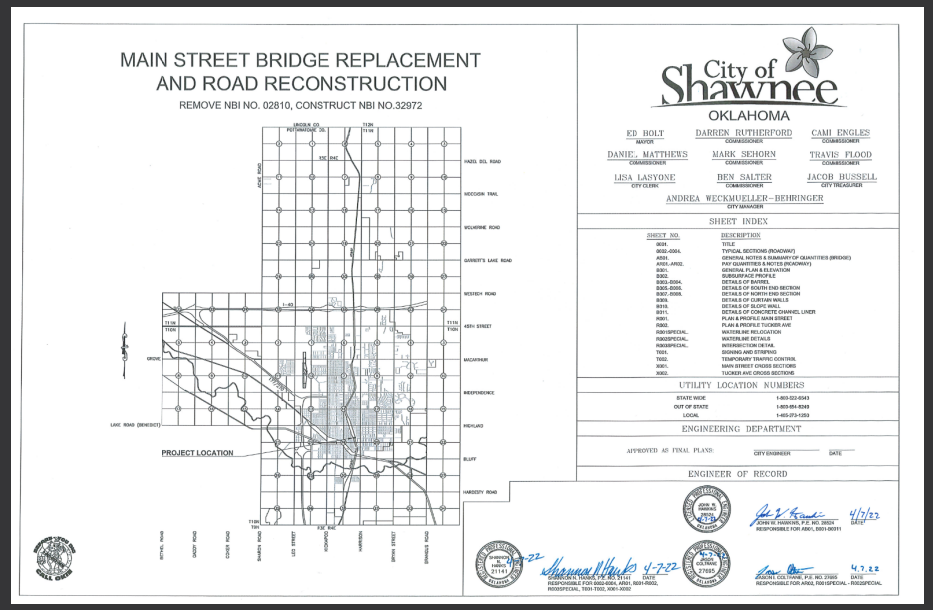
ROADWAY LENGTH	8,282.34 FT.	1.568 MILES
BRIDGE LENGTH	0.00 FT.	0.00 MILES
PROJECT LENGTH	8,282.34 FT.	1.568 MILES

EQUATION: NONE
EXCEPTIONS: STA. 49+34.13 TO STA. 49+46.06 - RAILROAD EXCEPTION

PREPARED AND SUBMITTED BY:
OKLAHOMA Transportation
03 May 2021
03 MAY 2021

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION - ENGLISH (CIVIL), APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION, DECEMBER 19, 2019.

Main Street Bridge


MAIN STREET BRIDGE REPLACEMENT
AND ROAD RECONSTRUCTION
REMOVE NBI NO. 02810, CONSTRUCT NBI NO.32972

PROJECT LOCATION

City of Shawnee
OKLAHOMA

ED BOLT MAYOR
DARREN RUTHERFORD COMMISSIONER
CAMI ENGLES COMMISSIONER
DANIEL MATTHEWS COMMISSIONER
MARK SEHORN COMMISSIONER
TRAVIS FLOOD COMMISSIONER
LISA LASYONE CITY CLERK
BEN SALTER COMMISSIONER
JACOB BUSSELL CITY TREASURER
ANDREA WECKMUELLER-BEHRINGER CITY MANAGER

SHEET INDEX

SHEET NO.	DESCRIPTION
0001.	TITLE
0002-0004.	TYPICAL SECTIONS (ROADWAY)
A001.	GENERAL NOTES & SUMMARY OF QUANTITIES (BRIDGE)
A001-A002.	PAY QUANTITIES & NOTES (ROADWAY)
B001.	GENERAL PLAN & ELEVATION
B002.	SUBSURFACE PROFILE
B003-B004.	DETAILS OF BARREL
B005-B006.	DETAILS OF SOUTH END SECTION
B007-B008.	DETAILS OF NORTH END SECTION
B009.	DETAILS OF WINGWALLS
B010.	DETAILS OF SLOPE WALL
B011.	DETAILS OF CONCRETE CHANNEL LINER
R001.	PLAN & PROFILE MAIN STREET
R003.	PLAN & PROFILE TUCKER AVE
R001SPECIAL.	WATERLINE RELOCATION
R003SPECIAL.	WATERLINE DETAILS
R003SPECIAL.	INTERSECTION DETAIL
T001.	SIGNING AND STRIPING
T002.	TEMPORARY TRAFFIC CONTROL
X001.	MAIN STREET CROSS SECTIONS
X002.	TUCKER AVE CROSS SECTIONS

UTILITY LOCATION NUMBERS

STATE WIDE	1-800-522-6543
OUT OF STATE	1-800-364-8349
LOCAL	1-405-273-1353

ENGINEERING DEPARTMENT
APPROVED AS FINAL PLANS: CITY ENGINEER DATE

ENGINEER OF RECORD
4/7/22
4-7-22
4/7/22

And…

- Multiple sidewalks (with Avedis)
- Twin Lakes Dam Repair
- New Animal Shelter
- Replacement vehicles (PD, FD, PW)
- Lake Patrol Boat Dock
- Park lighting
- IT upgrades & more

Focused Long-term Capital Planning

For example… Roadway Pavement Condition

- Pavement Condition index (PCI) rating based on type and severity of surface distress including cracking, rut depth, amount of patching, potholes & ride quality
- 260 (47%) of 551 lane miles have a **PCI of 50** out of 100
- Construction cost varies per lane mile from $235k for a mill/overlay to $833k on a new alignment

For example… Water and Wastewater System Condition

- 234 miles of water & 186 miles of wastewater lines
- 150 miles are 50+ years old
- Cost depends on pipe size / material and varies per mile from $400k to $1.2m

City Commission Questions

City of Shawnee
OKLAHOMA

Regular Board of Commissioners 17. b.

Meeting Date: 09/06/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

The Fundamentals of Sales Tax – Jacob Foos, Assistant City Manager

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Attachments

Presentation







Sales Tax - Fundamentals

September 6, 2022 – Administrative Report

Jacob Foos, Assistant City Manager

City of Shawnee OKLAHOMA

Significance of Sales Tax

Cities

- Sales Tax

Counties

- Sales Tax
- Ad Valorem
- State Appropriations

Schools

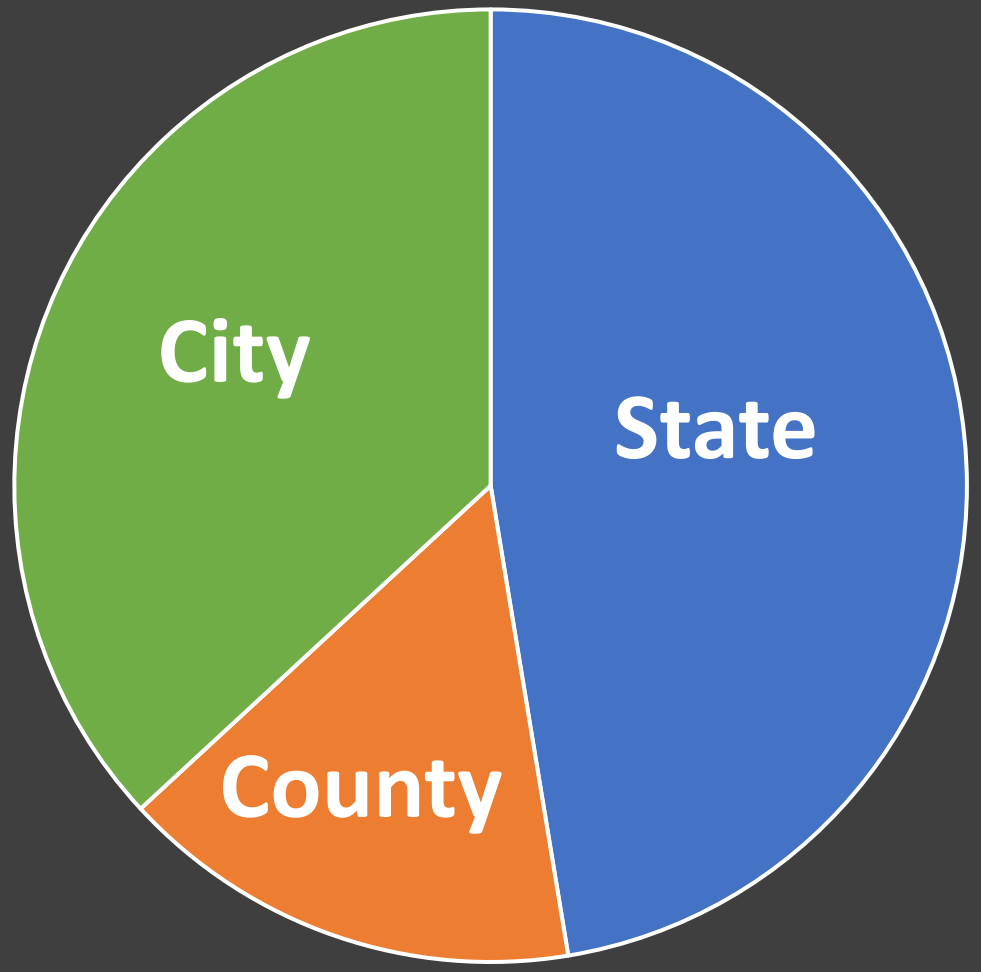
- Ad Valorem
- Sales Tax (via City or County)
- Federal Funds
- State Appropriations

State

- Sales Tax
- Income Tax
- Gross Production Tax
- Motor Vehicle Tax

Sales Tax Rate

State of Oklahoma	4.5%
Pottawatomie County	1.495%
City of Shawnee	3.5%
Total	9.495%



State of Oklahoma

Sales Tax Rate 4.5%

Uses:

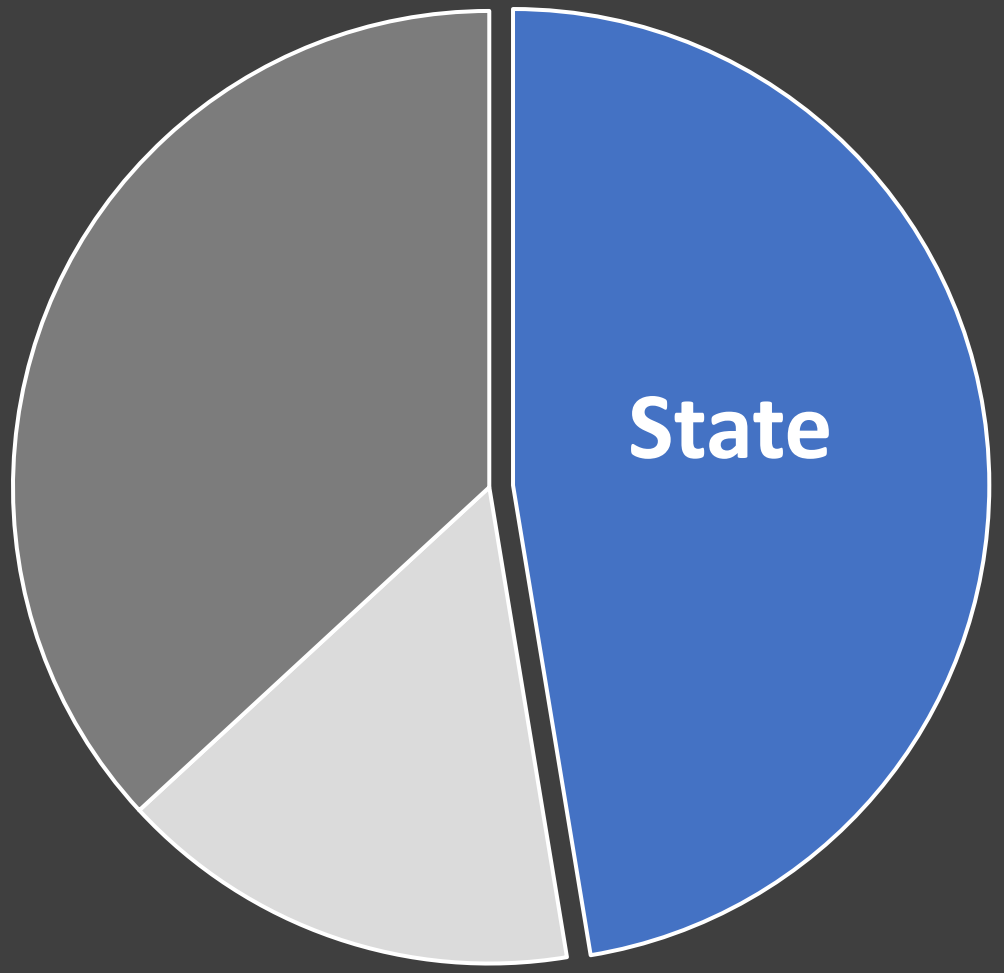
General Revenue Fund (83.36%),

Education Reform Revolving Fund (10.46%)

Teacher's Retirement System (5.25%)

Oklahoma Tourism (0.87%)

Oklahoma Historical Society (0.06%)



Pottawatomie County

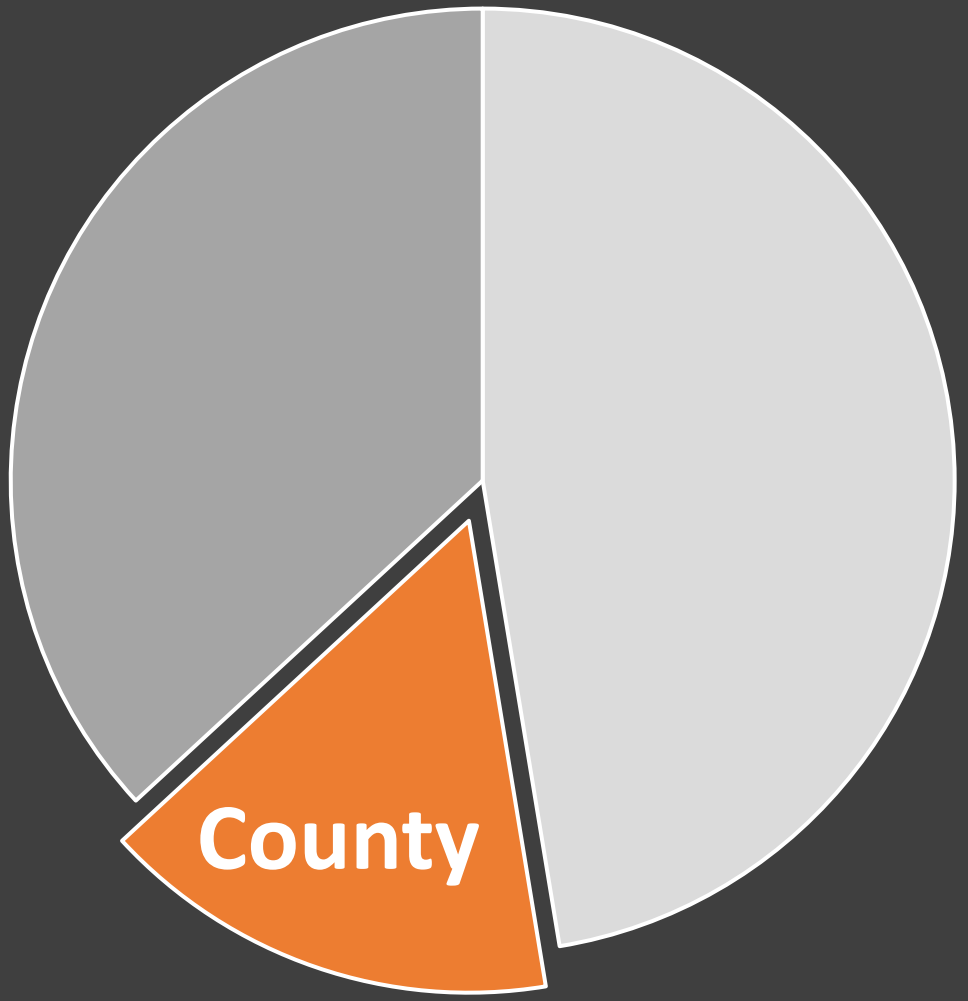
Sales Tax Rate 1.495%

1% Tax Uses:

Roads & Bridges (60%), PC Public Safety Center (20%)
PC Fire Depts. (7%) Sheriff's Emergency Services (1.0625%)
County Ambulance Service (1.0625%), PC E-911 (1.0625%)
Additional PC Emergency Mngt. Services (1.0625%)
OSU Extension Center (2.75%), Economic Develop. (2%)
Senior Citizens (2%), Soil Conservation Services (1%)
Free Fair/Junior Livestock Show (1%)

0.495% Tax Uses:

Public School Districts (14) in Pott. Co. (99%)
PC One Safe Place Family Justice Center (1%)



1.0% = $9.8 Million COUNTY-wide

County Sales Tax Comparison

Ofuskee:	**2.000%**
Pottawatomie:	**1.495%**
Seminole:	**1.250%**
Lincoln & Hughes:	**1.000%**
Pontotoc:	**0.875%**
Garvin & Grady:	**0.750%**
McClain:	**0.500%**
Canadian:	**0.350%**
Cleveland:	**0.125%**
Oklahoma:	**0.000%**



City of Shawnee

Sales Tax Rate 3.5%

2% Tax Use:

General Fund Activities

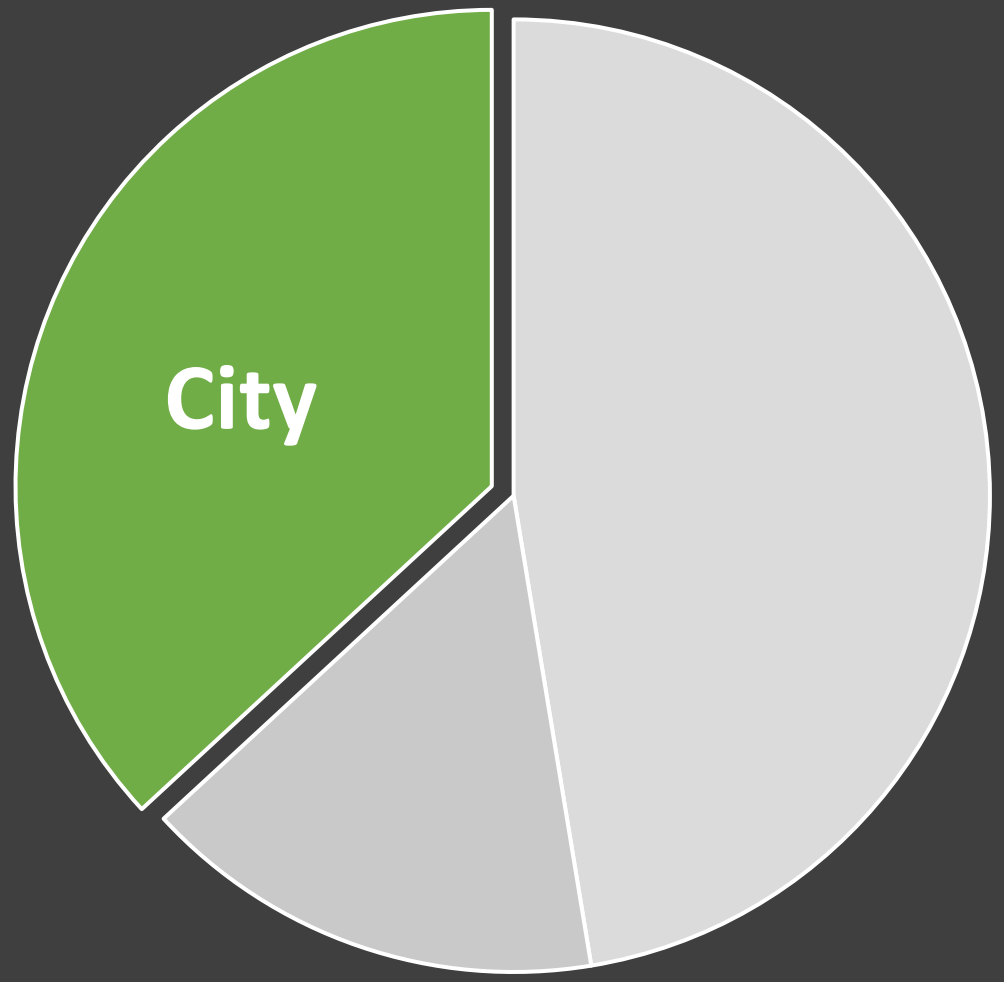
1% Tax Uses:

Capital Improvement, Economic Development, and Debt Service (7/8ths)
Police (1/16th), Fire (1/16th)

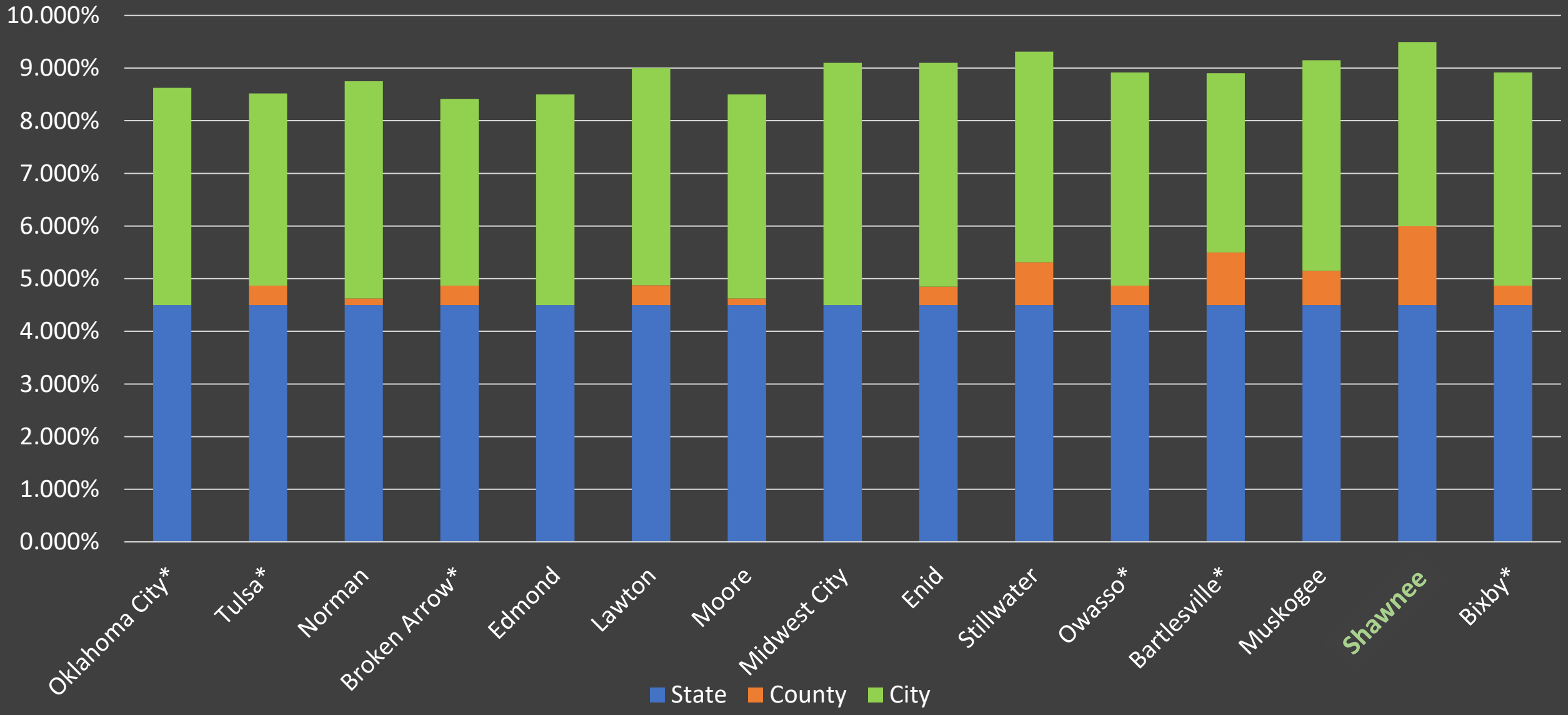
0.5% Tax Uses:

Public Safety (1/4), Streets and Roads (1/4)
Parks and Public Facilities (1/2)

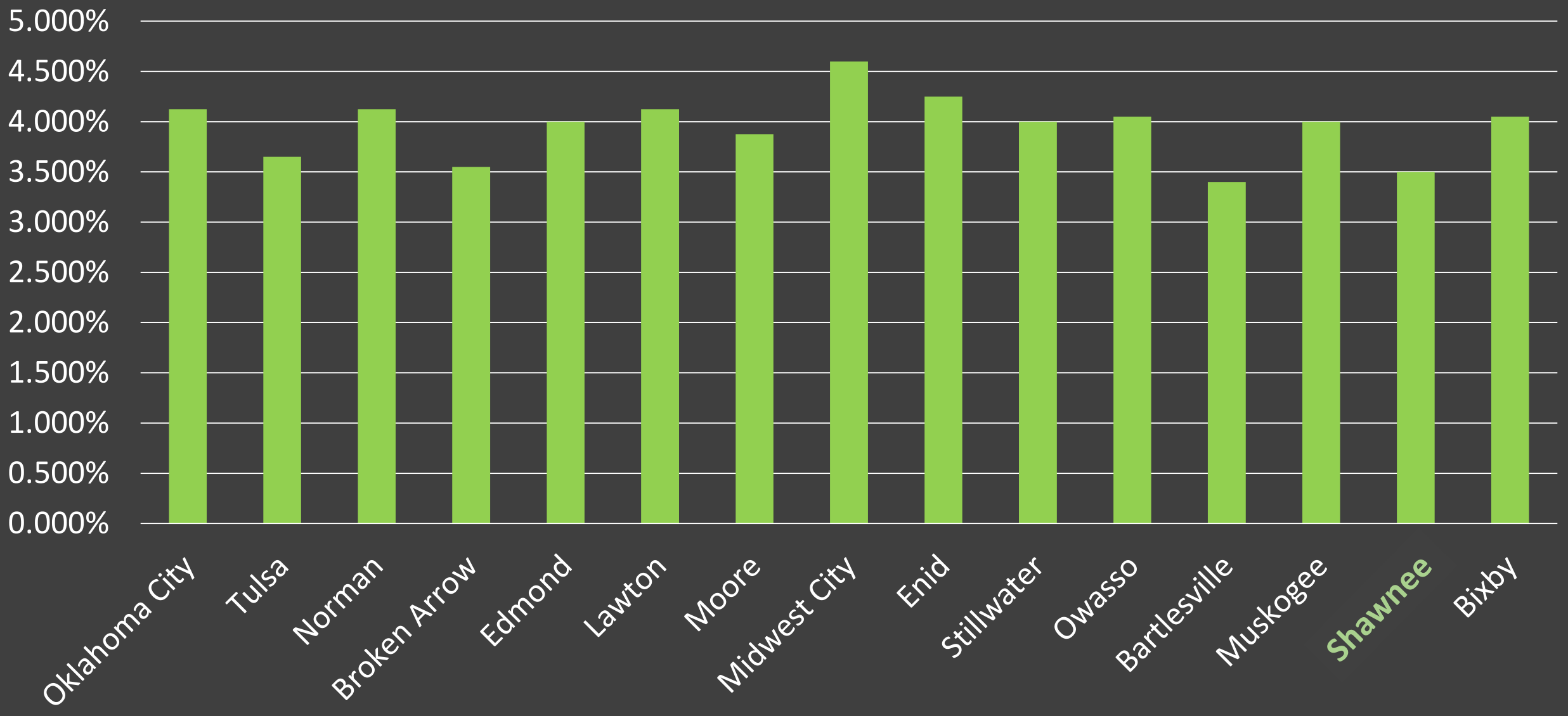
1.0% = $7.3 Million CITY-wide



Combined Sales Tax Comparison



Municipal Sales Tax Comparison



City Commission Questions

City of Shawnee
OKLAHOMA