

AGENDA
BOARD OF CITY COMMISSIONERS
August 15, 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 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
 - 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

3. Presentation by Animal Control to present the Pet of the Week.
4. Swearing in of Lindsey McNabb-Fox as City Treasurer.
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.
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.)*
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.
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.
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.
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.
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.
12. Consider Bids:
 - a. Kickapoo Street Sidewalk Improvements (Award)
13. Consideration of an Agreement with Smith Roberts Baldischwiler, LLC (SRB) for owner's representative inspection services for Kickapoo Street Sidewalk Improvement project.

14. Acknowledge monthly Sales Tax and Budget Reports.
15. Administrative Reports:
 - a. Santa Fe Depot Update – Rian Harkins, Community Development Director
 - b. Love Your Block Program Update – Rian Harkins, Community Development Director
16. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
17. Commissioners Comments
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).
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).
20. Consideration of a resolution of the City of Shawnee to approve participation in Janssen Oklahoma Subdivision Opioid Settlement Agreement.
21. Consideration of a resolution of the City of Shawnee to approve participation in Distributors Oklahoma Settlement Agreement.
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.
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.
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.
25. Discussion of potential future sales tax vote.

26. 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. a.

Meeting Date: 08/15/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Regular Minutes

Special Call Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

AUGUST 1, 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 1, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 11:49 a.m. on July 28, 2022. Mayor Bolt presided and Miss Emily Chittum called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Absent
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Absent
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Daniel Matthews, Travis Flood

INVOCATION

Mr. Jarris Kentle
University Baptist Church

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Ms. Clorisa Brown, Mr. Frank Abbott, Mr. Rob Morris, and Mr. Pete Carrels spoke during Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item No. 8(b) and Shawnee Municipal Authority Agenda Item No. 3(a).
- b. Minutes from the July 18, 2022 regular meeting.
- c. Acknowledge the following minutes:
 - Senior Citizens of Shawnee Board Minutes from the May 10, 2022 regular meeting.

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the May 19, 2022 regular meeting.
 - Zoning Board of Adjustment Minutes from the November 18, 2021 regular meeting and the November 23, 2021 special call meeting.
- d. Approve renewal of an Agreement with Shawnee Family YMCA for use of City property known as Lions Club Park for Fiscal Year 2022-2023.
- e. Approve grant application to the “Edward Byrnes Memorial Grant” in the sum of \$23,824.00 for the Shawnee Police Department, to be shared with the Pottawatomie County Sheriff’s Office.
- f. Mayor’s Appointments:

Shawnee Arts and Culture Commission

Nicki Sherman 1st Partial Term

Expires: May 1, 2023

Replaces Robbie Kienzle – Deceased

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 2(a-f). Motion carried 5-0.

AYE: Engles, Rutherford, Sehorn, Salter, Bolt

NAY: None

AGENDA ITEM NO. 3:

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

Animal Control Officers Shelby Bowen and Wendy Cole introduced Chocolate Float, a four (4) month old canine. The Animal Shelter currently has forty-one (41) dogs, five (5) cats, and one (1) rooster.

AGENDA ITEM NO. 4:

Consideration and approval of the City Manager’s hiring of Lindsey McNabb-Fox as the City’s Finance Director and appointment as City Treasurer.

Ms. Andrea Weckmueller-Behringer, City Manager, announced her recommendation of hiring Lindsey McNabb-Fox as the City’s Finance Director and appointment as City Treasurer.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve the City Manager’s hiring of Lindsey McNabb-Fox as the City’s Finance Director and appointment as City Treasurer. Motion carried 5-0.

AYE: Rutherford, Sehorn, Salter, Engles, Bolt

NAY: None

AGENDA ITEM NO. 5:

Consideration for the purchase of two (2) Unitrends 9032S backup appliances with warranty and support for three (3) years from Insight Public Sector in the total amount of Fifty-Two Thousand Four Hundred Thirty-Eight Dollars and Ninety-Seven Cents (\$52,438.97).

Mr. Ryan Ayers, Chief Information Officer, explained that the proposed purchase would be for two (2) backup appliances to replace two (2) current appliances. The purchase would also include three (3) years of warranty and support.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the purchase of two (2) Unitrends 9032S backup appliances with warranty and support for three (3) years from Insight Public Sector in the total amount of Fifty-Two Thousand Four Hundred Thirty-Eight Dollars and Ninety-Seven Cents (\$52,438.97). Motion carried 5-0.

AYE: Sehorn, Rutherford, Salter, Engles, Bolt

NAY: None

AGENDA ITEM NO. 6:

Consideration of an Agreement of Services with Standard Testing and Engineering Company for owner's representative inspection services and material testing for Woodlands Veterans Park.

Mr. Seth Barkhimer, City Engineer, advised that the proposed Agreement would provide for an on-site inspector for inspection and material testing services and to ensure the project is progressing as expected.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve an Agreement of Services with Standard Testing and Engineering Company for owner's representative inspection services and material testing for Woodlands Veterans Park. Motion carried 5-0.

AYE: Sehorn, Engles, Bolt, Rutherford, Salter

NAY: None

AGENDA ITEM NO. 7:

Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to appropriate public safety fee revenue to be used for cost of three (3) additional firefighters.

Mr. Jacob Bussell, Assistant Finance Director, provided a Staff report.

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to appropriate public safety fee revenue to be used for cost of three (3) additional firefighters. Motion carried 5-0.

AYE: Engles, Rutherford, Sehorn, Salter, Bolt

NAY: None

AGENDA ITEM NO. 8

Consider Bids:

AGENDA ITEM NO. 8(b) WAS MOVED BEFORE AGENDA ITEM NO. 8(a) BY POWER OF THE CHAIR.

b. Kickapoo Street Sidewalk Improvements (Open)

<u>BIDDER</u>	<u>AMOUNT</u>
EMC Services, LLC Oklahoma City, OK	\$792,679.80
MTZ Construction Oklahoma City, OK	\$878,363.15
Rudy Construction Co. Oklahoma City, OK	\$1,155,243.00
C-P Integrated Services, INC. Oklahoma City, OK	\$821,816.55

Mr. Seth Barkhimer, City Engineer, read four (4) bids into the record. Mr. Barkhimer requested the bid award be deferred to a future meeting.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to defer the bid award to a future City Commission meeting. Motion carried 5-0.

AYE: Rutherford, Sehorn, Salter, Engles, Bolt

NAY: None

a. Cammack Street Gravity Relief Line (Award)

Mr. Brad Schmidt, Public Works Director, announced that two (2) bids were received. After review and consideration, it was Staff's recommendation to award the bid to Krapff-Reynolds Construction Co. of Oklahoma City, Oklahoma in the total amount of Six Hundred Twenty-Six Thousand Three Hundred Thirty Dollars and Fifty Cents (\$626,330.50).

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to award the bid to Krapff-Reynolds Construction Co. of Oklahoma City, Oklahoma in the total amount of Six Hundred Twenty-Six Thousand Three Hundred Thirty Dollars and Fifty Cents (\$626,330.50). Motion carried 5-0.

AYE: Rutherford, Engles, Bolt, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 9

Administrative Reports:

- a. Kickapoo Avenue Widening – Status Report – Seth Barkhimer, City Engineer

Mr. Seth Barkhimer, City Engineer, gave a presentation with an update on the Kickapoo Avenue Widening.

- b. Code Enforcement – Seth Barkhimer, City Engineer

Mr. Seth Barkhimer, City Engineer, gave a presentation on the Code Enforcement process. Mr. Barkhimer answered questions from the Commission.

AGENDA ITEM NO. 10:

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. 11:

Commissioners Comments

Commissioner Engles stated she would like to see a mural in honor of the Late Robbie Kienzle, former board member of the Arts and Culture Commission. Commissioner Engles also spoke regarding the Staff presentations and addressed comments made during Citizens Participation.

Vice Mayor Rutherford thanked Staff for the update on the Kickapoo Avenue Widening Project and Line Maintenance personnel for their ability to quickly repair waterline breaks. He announced that the annual Cops-N-Kids event will be held at the Heart of Oklahoma Exposition Center on August 22, 2022 from 11:00 a.m. to 4:00 p.m.

Commissioner Sehorn addressed Citizens Participation comments and the Administrative Reports.

Commissioner Salter stated that he is concerned about getting into a situation where the City cannot pay its bills.

Mayor Bolt commented on the recommendation for a mural in Ms. Kienzle's honor and addressed Citizens Participation comments.

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:00 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
AUGUST 8, 2022

The Board of City Commissioners of the City of Shawnee met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma Monday, August 8, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Bolt presided and called the meeting to order. The following members were in attendance and a quorum was declared.

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

Absent
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: Mark Sehorn

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

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 4th day of August, 2022, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma in the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 8th day of August, 2022, and you are hereby notified to be present at said meeting.

The purpose of said meeting is for consideration of a Clean Water SRF Promissory Note to the Oklahoma Water Resources Board and consideration of a utility improvement fee.

Witness my hand this 4th day of August, 2022.

ATTEST:

(SEAL)

/s/ Lisa Lasyone
LISA LASYONE, CMC
CITY CLERK

/s/ Andrea Weckmueller-Behringer
ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 4th day of August, 2022 at 5:36 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma:

A read verification was received from Mayor Ed Bolt via e-mail at 6:37 p.m. on August 4, 2022.

A read verification was not received from Commissioner Daniel Matthews.

A read verification was received from Commissioner Cami Engles via e-mail at 7:40 a.m. on August 8, 2022.

A read verification was not received from Commissioner Travis Flood.

A read verification was received from Vice Mayor Darren Rutherford via email at 5:41 p.m. on August 4, 2022.

A read verification was not received from Commissioner Mark Sehorn.

A read verification was received from Commissioner Ben Salter via e-mail at 6:15 p.m. on August 4, 2022.

LISA LASYONE, CMC
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 8TH DAY OF AUGUST, 2022 AT 6:00 P.M. AT THE CITY HALL COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING IS FOR CONSIDERATION OF A CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD AND CONSIDERATION OF A UTILITY IMPROVEMENT FEE.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the City Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 8th day of August, 2022 for the purpose of consideration of a Clean Water SRF Promissory Note to the Oklahoma Water Resources Board and consideration of a utility improvement fee.

Witness my hand this 4th day of August, 2022.

/s/ Andrea Weckmueller-Behringer

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

(SEAL)

/s/ Lisa Lasyone

LISA LASYONE, CMC
CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION IN THE SHAWNEE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA MONDAY, AUGUST 8, 2022 AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR BOLT PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:00 P.M.

PRESENT AT ROLL CALL: Matthews, Engles, Flood, Bolt, Rutherford, Salter

ABSENT AT ROLL CALL: Sehorn

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1:

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.

No action taken.

AGENDA ITEM NO. 2:

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; and declaring an emergency.

No action taken.

AGENDA ITEM NO. 3:

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.

No action taken.

AGENDA ITEM NO. 4:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair at 8:44 p.m.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC
CITY CLERK

DRAFT

Regular Board of Commissioners

2. b.

Meeting Date: 08/15/2022

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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
- Project Payment Report for July 2022

Attachments

Planning Minutes

Senior Citizens of Shawnee Board Minutes

SURA Minutes

License Payment Report

Project Payment Report

REGULAR PLANNING COMMISSION MINUTES

DATE: July 6, 2022

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on July 6, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Community Development Director, Rian Harkins, called the meeting to order at 1:30 p.m. City Planner, Rachel Clyne, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Mew-Palmer, Reese, Rowell

Absent: Loftis-Walton

Item 2. Election of Planning Commission Chair and Vice Chair

Commissioner Steve Reese was nominated to serve as Chair of the Shawnee Planning Commission. He agreed, and all Commissioners present voted aye. (5-0-0)

Vice-Chair Amy Loftis-Walton was nominated to continue serving as Vice Chair for the Shawnee Planning Commission. All Commissioners present voted aye. (5-0-0)

Item 3. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of June 1, 2022. Staff asked the Planning Commissioners for questions or corrections to the minutes.

Commissioner Johnson made a motion to **Approve** the minutes as presented, which Commissioner Mew-Palmer seconded.

Motion **passed 5-0-0**.

Aye: Walker, Johnson, Mew-Palmer, Reese, Rowell

Nay: None

Abstain: None

Item 4. Case No. RZ08-22 – Public hearing and consideration of a request for rezoning property from C-2 (Limited Office District) to R-2 (Medium Density Residential District) at 502 N Beard Ave.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne provided background information on the application request. The subject property is located at 502 N. Beard Avenue. The property contains a principal residential structure, which is a duplex and an accessory dwelling unit. The principal structure is currently being remodeled. The accessory structure is not yet habitable.

The request is to rezone from C-2 (Limited Office District) to R-2 (Medium Density Residential District). The applicants for this request are Rucker and Lugo. The subject property is zoned C-2 (Limited Office District). The properties surrounding the subject property are zoned C-3. Two blocks to the north the properties are zoned R-3 (Multifamily Residential District). A separate rezoning case (RZ10-22), which also requests R-2 zoning, abuts the subject property on the north side.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has Downtown and Mixed Use land use designations. R-2 is an appropriate zoning district for these land use designations. The request is in conformance with the 2040 Comprehensive Plan.

Staff recommended the Planning Commission recommend to the City Commission **APPROVAL** of **RZ08-22** a request to rezone property located at 502 N. Beard Avenue C-2 (Limited Office District) to R-2 (Medium Density Residential District).

Chair Reese asked if there were questions for staff and then opened the public hearing. The applicants were present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Walker made a motion to recommend the **APPROVAL** of Case No. **RZ08-22** to the City Commission, which Commissioner Johnson seconded. Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Mew-Palmer, Reese, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the July 18, 2022, City Commission meeting at 6 p.m.

Item 5. Case No. RZ09-22 – Public hearing and consideration of a request for rezoning property from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) at 1303 W. Farrall St.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne provided background about the subject property located at 1303 W. Farrall Street. It is approximately 31 acres in size and contains a residential structure and two (2) accessory structures.

The request is to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District). The applicant for this request is Kaye Steele. The subject property is zoned A-1 (Rural Agricultural District). The properties surrounding the subject property to the east, south, and west are zoned A-1 (Rural Agricultural District). To the north, across W. Farrall Street, the land is zoned I-2 (Light Industrial District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Mixed Use land use designation. C-3 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Chair Reese asked if there were questions for staff and then opened the public hearing. The applicant was present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. **RZ09-22** to the City Commission, which Commissioner Mew-Palmer seconded. Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Mew-Palmer, Reese, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the July 18, 2022, City Commission meeting at 6 p.m.

Item 6. Case No. RZ10-22 – Public hearing and consideration of a request for rezoning property

from C-3 (Highway Commercial District) to R-2 (Medium Density Residential District) at 506 N. Beard Ave.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne stated the subject property is located at 506 N. Beard Avenue. The property contains a single-family residential structure. The structure is currently being remodeled. The request is to rezone from C-3 (Highway Commercial District) to R-2 (Medium Density Residential District). The properties to the east and west of the subject property are zoned C-3. Land to the north is zoned R-3 (Multifamily Residential District). A separate rezoning case (RZ08-22), which also requests R-2 zoning, abuts the subject property on the south side.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the Mixed Use land use designation. R-2 is an appropriate zoning district for this land use designation. The request is in conformance with the 2040 Comprehensive Plan.

Chair Reese asked if there were questions for staff and then opened the public hearing. With no speakers, the public hearing was closed.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. **RZ10-22** to the City Commission, which Commissioner Walker seconded. Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Johnson, Mew-Palmer, Reese, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the July 18, 2022, City Commission meeting at 6 p.m.

Item 7. Case No. CUP04-22 – Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU) at 506 N. Beard Ave.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne explained the applicant withdrew the application after notification but before the Planning Commission meeting. No action was taken.

Item 8. Community Development Department Update

Community Development Director Rian Harkins addressed the Planning Commission and advised the Twin Lakes Master Plan was currently in the contract stage. Director Harkins gave an update on the progress of the Unified Development Code. He advised that stakeholder and small group interviews with the consultants had been held, and a public “town hall” meeting was held on June 16, 2022. A meeting with the UDC consultants and area builders and contractors was scheduled for next week. Director Harkins advised the board members that the future use of the Santa Fe Depot was still in the visioning process, and the public meetings had produced lively discussions. Director Harkins reported that the Love Your Block (LYB) mini-grants were being used for front facades, painting, and tree removal. He concluded by stating the LYB mini-grants were funded by the John Hopkins Foundation, not by the City.

Item 9. Planning Commissioners’ Comments

Commissioner Walker stated his appreciation for the update. Commissioner Johnson expressed her excitement and appreciated the reporting. She was happy to learn about the work in several areas.

Commissioner Mew-Palmer was excited about the mini-grants and was anxious to see the final products. She asserted the positive impacts would be inside and outside the target area and gave her thanks to the staff. Commissioner Rowell stated his wife had enjoyed meeting with staff. He explained his church also does a yearly debris cleanup. He too was excited about the updates.

Item 8. Adjournment

The meeting adjourned at 2:03 p.m.



Chair/Vice-Chair

/s/ Rachel Clyne

City Planner



Minutes
Senior Citizens of Shawnee Board
June 14, 2022 9:30AM
Shawnee Senior Recreation Center

Roll Call was taken showing the following members present:

		Present	Absent
Chairperson	John Belzer	<u> X </u>	<u> </u>
Vice	Albert Rice	<u> </u>	<u> X </u>
Member	Ann Dowdy	<u> X </u>	<u> </u>
Member	Phyllis Croswell	<u> X </u>	<u> </u>
Member	Bill Haley	<u> X </u>	<u> </u>
Member	Jeanni Pruitt	<u> X </u>	<u> </u>
Member	Shirley Gregory	<u> X </u>	<u> </u>
Member	Sally Murphy	<u> X </u>	<u> </u>
Member	Janice Orlauski	<u> </u>	<u> X </u>
City Commissioner	Ben Salter	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> </u>	<u> X </u>
City Staff	Mikaylia Linkinhoker	<u> X </u>	<u> </u>
City Staff	Kerri Foster	<u> </u>	<u> X </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>

-
- AGENDA NO 1** **Call to Order.** Meeting was called to order at 9:31 am.
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approval of previous minutes.** A motion to approve was made by Phyllis Croswell. It was 2nd by Sally Murphey. Motion carried 8-0.
- Roll Call: Aye: Belzer, Dowdy, Croswell, Haley, Pruitt, Gregory, Murphey, Salter.
Nay: None.
- AGENDA NO 4** **Appointment of New Board Secretary.** Mikaylia Linkinhoker volunteered to serve as the New Board Secretary.
- AGENDA NO 5** **VIP Program (Volunteers Impacting People) Presentation.** Guest Speaker Thixie Totty discussed VIP Program for Pottawatomie County. Programs included Shoes That Fit, Friend of a Senior, Meals on Wheels, Valentine's for Veterans, and Volunteer Income Tax Assistance.
- AGENDA NO 6** **Staff and Program Updates.** Amy Riggins discussed Shawnee Senior Recreation Center June 2022 Calendar, Participation Report, and Volunteer Roles.
- AGENDA NO 7** **Update on Board Calling Program.** None.
- AGENDA NO 8** **Continuation of Discussion of Board Goals and Objectives.** None.
- AGENDA NO 9** **Possible Action on Board Goals and Objectives.** None.
- AGENDA NO 10** **Public Comments.** None.
- AGENDA NO 11** **Committee Comments.** Ben Salter discussed his City Commission term ending along with it his position on the Senior Citizens of Shawnee Board. John Belzer recommends the name of the Senior Citizens of Shawnee Board be changed to Senior Citizens Advisory Board.
- AGENDA NO 12** **Adjournment.** Meeting was adjourned at 10:18 a.m. A motion was made by Phyllis Croswell. It was 2nd by Ann Dowdy. Motion carried 8-0.
- Roll Call: Aye: Belzer, Dowdy, Croswell, Haley, Pruitt, Gregory, Murphey, Salter.

Nay: None.

Date 8/9/2022

Chairman John Belzer

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF MAY 3, 2022

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, May 3, 2022 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

AGENDA ITEM NO. 1

Audra Barksdale called the meeting to order at 9:04 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Audra Barksdale
Commissioner	Abby Flood
Commissioner	Candi Hurley
Commissioner	Tosha Tanquary

Absent: None

Also present:

Jill Nichols, Project Manager, SURA

Kevin Moore, Rehab Inspections, SURA

Rian Harkins, Community Development Director

A quorum was declared.

AGENDA ITEM NO. 3

CONSIDERATION TO APPOINT VICE-CHAIR:

Chairman Barksdale explained the process of chairing a meeting to new members and asked for a volunteer to become Vice-Chair. Commissioner Tanquary volunteered and was nominated by Chairman Barksdale. A motion to approve appointing Commissioner Tanquary as Vice-Chair was made by **Commissioner Flood**, seconded by **Commissioner Hurley**. Motion carried with no abstentions.

VOTING YES: Barksdale, Flood, Hurley, Tanquary

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF MINUTES:

A motion to approve the minutes of November 3, 2020 was made by **Commissioner Tanquary**, seconded by **Commissioner Hurley**. Motion carried with no abstentions.

VOTING YES: Barksdale, Flood, Hurley, Tanquary

VOTING NO: None

AGENDA ITEM NO. 5

APPROVAL OF 2022 Calendar of Meetings:

A motion to approve the 2022 Calendar of Meetings was made by ***Commissioner Flood***, seconded by ***Commissioner Hurley***. Motion carried with no abstentions.

VOTING YES: Barksdale, Flood, Hurley, Tanquary
VOTING NO: None

AGENDA ITEM NO. 6

UPDATE ON PROJECTS:

Jill Nichols, Program Manager gave the following update:

1. **Home Repair:** **Final Task List**
 Quotes: 0
 Bid awarded to: **No current bids**
 Project left incomplete when former staff vacated office. Bids will be awarded task by task on this project due to contractors declining to bid on the remainder of the project as a whole.

2. **Home Repair:** **Final Task List**
 Cost Estimate: \$1,900.00
 Bids received: 1
 Bid awarded to: **Beauford Construction for \$1,900.00-Closed at \$19,041.00**
 Project left incomplete when former staff vacated office. Final task list included two doors installed and framed out. The contractor who completed the initial work on the project was allowed to complete due to the extensive amount of time that the homeowner was inconvenienced by incomplete work.

3. **Home Repair:** **Final Task List**
 Quote: 1 (bathroom repair), 1 (sewer line), 3 (tree removal)
 Bid awarded to: **LG Contracting for \$9,985.00, Cowboys Plumbing for \$4,000.00, Trees R Us (B&J Lawn) for \$3,000.00**
 Project left incomplete when former staff vacated office. Final task list included bathroom repair, sewer line replacement, and tree removal. The contractors who were the only bids on the bathroom repair and sewer line work on the project were allowed to complete due to the extensive amount of time that the homeowner was inconvenienced by incomplete work. The tree removal has been awarded to the lowest bidder of three and that is currently in process.

Page 3

4. **Home Repair: Emergency Sewer Line**
Bids received: 1
Bid awarded to: Gregory W. Smith Plumbing for \$6,445.00
Project is near completion.

5. **Home Repair: Bathroom Repair**
Bids received: 1
Bid awarded to: LG Construction for \$11,538.00 – Not Yet Awarded
This project was left incomplete when former staff vacated office. The initial task of emergency hot water tank replacement was completed but the remainder of the project was not sent out for bid until recently. We expect to award the only contractor to send in a bid.

6. **Home Repair: Roof, Bathroom, HVAC**
Bids received: 1
Bid awarded to: LG Contracting for \$36,478.00 – Not Yet Awarded
Sole bidder on project was LG Contracting and quote is being revised to exclude some items due to it being over the \$30,000 limit.

7. **Home Repair: Roof**
Bids received: 1
Bid awarded to: LG Contracting for \$8,955.00 – Not Yet Awarded
This project was left incomplete when former staff vacated office. We expect to award the only contractor to send in a bid.

There are currently 7 completed applications for Home Rehab pending review.

AGENDA ITEM NO. 7

PROGRAM MANAGER'S REPORT:

Jill Nichols reported the following items:

1. Resignation of Crista Blue from the SURA board, and that SURA is taking applications for new board members to consider for appointment by the Mayor
2. Mortgages will no longer need to come before the Board for signatures by Board members for filings and releases. They will be signed in office by the Program Manager and attested by the City Clerk. Pott County Clerk confirmed that only one signature was needed. This will expedite the process and prevent delays to the Homeowners.
3. Construction projects are moving slowly due to only one contractor responding to bid requests currently. SURA staff are working on expanding the list of qualified contractors to add to the approved bidder list.

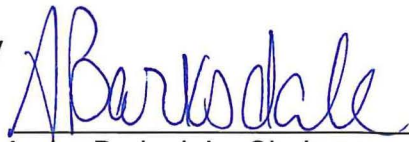
Page 4

4. Staff is working on expending funds for CV grants that were awarded some time ago, and will work with HUD on ways to spend the funding that align with the program requirements.
5. In compliance with HUD after long vacancy of full-time office staff
6. Policy and Procedure manual distribution to new members
7. Requested ideas or input regarding vacant SURA properties and ways to use them to the advantage of the program.

AGENDA ITEM NO. 8 ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn was made by **Commissioner Hurley**, seconded by **Commissioner Flood**. Motion carried with no abstentions.

VOTING YES: Barksdale, Flood, Hurley, Tanquary
VOTING NO: None


Vice-Chair, Tosha Tanquary
Audra Barksdale, Chairman



Entity Payment Report

07/01/2022 - 07/31/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
7/1/2022	MATTRESS BY APPOINTMENT SHAWNEE	Cash	1352	50.00
7/5/2022	ALDER SECURITY	IBX CC	1365	60.00
7/5/2022	ALDER SECURITY	IBX CC	1364	60.00
7/5/2022	ALDER SECURITY	IBX CC	1363	60.00
7/5/2022	ALDER SECURITY	IBX CC	1362	60.00
7/5/2022	ALDER SECURITY	IBX CC	1361	60.00
7/5/2022	ALDER SECURITY	IBX CC	1358	60.00
7/5/2022	ALDER SECURITY	IBX CC	1357	60.00
7/5/2022	SOUTHWEST ORTHOPAEDIC & RECONSTRUCTIVE SPECIALISTS PLLC	Check	1353	25.00
7/5/2022	ROGER BANNING	Check	1354	15.00
7/5/2022	GATLIN HEAT AND AIR	Check	1355	75.00
7/5/2022	AQUA PLUMBING SERVICES	Check	1356	75.00
7/5/2022	DALMARCS SIGNS	Check	1359	75.00
7/5/2022	CLARK COLSON	Cash	1360	761.00
7/6/2022	COE PLUMBING	IBX CC	1366	75.00
7/6/2022	MARK H & MARY JANE CANNON	Check	1368	761.00
7/7/2022	HAROLD W BEAVERS	Check	1369	761.00
7/7/2022	G & G SERVICES	Check	1370	75.00
7/7/2022	A-RUSSELL'S MR ROOTER	Cash	1371	100.00
7/8/2022	ONE 8 ELECTRIC	Check	1372	100.00
7/8/2022	THE GREEN DOOR	Cash	1373	1,500.00
7/8/2022	THE GREEN	Cash	1374	50.00

	DOOR			
7/11/2022	TAK LLC dba DISCOUNT SMOKE SHOP & NOVELTIES	IBX CC	1380	50.00
7/11/2022	DANA & KYLIE GREEN	IBX CC	1376	761.00
7/11/2022	DANA & KYLIE GREEN	IBX CC	1375	761.00
7/11/2022	CURTIS DOUGLAS	Check	1377	15.00
7/11/2022	ALDI (TEXAS) LLC	Check	1378	15.00
7/11/2022	SHAWNEE FAMILY MEDICINE CLINIC	Check	1379	25.00
7/12/2022	WOODS PLUMBING	IBX CC	1383	75.00
7/12/2022	JORDAN LEACH	IBX CC	1381	25.00
7/12/2022	TJ MAXX #1433	Check	1382	15.00
7/12/2022	HOWELL COMMERCIAL REFRIGERATION	Check	1384	100.00
7/13/2022	WHATABURGER RESTAURANTS, LP	IBX CC	1386	15.00
7/13/2022	LORA DAVIS & JAMES HUNTER	Check	1385	761.00
7/13/2022	JOHNSON CONSTRUCTION	Check	1387	75.00
7/14/2022	GATLIN HEAT AND AIR	Check	1388	75.00
7/15/2022	AIR COMFORT SOLUTIONS	IBX CC	1393	75.00
7/15/2022	AIR COMFORT SOLUTIONS	IBX CC	1392	75.00
7/15/2022	AIR COMFORT SOLUTIONS	IBX CC	1391	75.00
7/15/2022	BLUE WATER PLUMBING LLC	IBX CC	1389	75.00
7/18/2022	MGE GROUP, INC dba FUMO	Cash	1394	1,500.00
7/18/2022	MGE GROUP, INC dba FUMO	Cash	1395	1,500.00
7/18/2022	BENJAMIN	Check	1396	761.00

	WILLIAMS			
7/18/2022	BENJAMIN WILLIAMS	Check	1397	761.00
7/18/2022	GREGORY BERKEY	Check	1398	15.00
7/18/2022	DANA BROWNING	Check	1399	761.00
7/19/2022	PIPED OUT PLUMBING	IBX CC	1401	75.00
7/19/2022	LUCKY S CREATIONS	Cash	1400	50.00
7/19/2022	PHOENIX ASIAN DINER	Check	1402	450.00
7/19/2022	DANA BURTON	Check	1403	15.00
7/20/2022	THE BIG BUDS LLC	IBX CC	1404	1,500.00
7/20/2022	MIKE VINSON	Check	1405	761.00
7/21/2022	ELECTRICAL AND MECHANICAL SOLUTIONS LLC	IBX CC	1422	100.00
7/21/2022	SELLERS AIR CONDITIONING	IBX CC	1419	100.00
7/21/2022	LOVE'S HVAC	Check	1409	75.00
7/21/2022	MODERN OIL	Check	1410	450.00
7/21/2022	MACARTHUR KWICK STOP #12	Check	1411	450.00
7/21/2022	MODERN OIL CO	Check	1412	450.00
7/21/2022	MODERN OIL CO	Check	1413	450.00
7/21/2022	SPARKMAN BRO INC	Check	1414	450.00
7/21/2022	SPARKMAN BRO INC	Check	1415	450.00
7/21/2022	SPARKYS KWICK STOP	Check	1416	450.00
7/21/2022	SPARKMAN BROS INC	Check	1417	450.00
7/21/2022	O.L. SPARKMAN LP GAS, INC	Check	1418	450.00
7/21/2022	EAGLE SCOUT CONCESSIONS dba JD'S EATS	Check	1420	50.00
7/21/2022	STANLEY & BARBARA MALSKE	Check	1421	761.00
7/21/2022	ETTA SUE	Check	1406	15.00

	GARNER			
7/21/2022	TODD'S LAKE COUNTRY SERVICES	Check	1407	75.00
7/21/2022	TREK ELECTRIC	Check	1408	75.00
7/22/2022	HARVEST 5, LLC	IBX CC	1423	1,500.00
7/22/2022	RYAN & CINDY ROMEIKE	Check	1424	761.00
7/22/2022	BENNY M GRAHAM	Check	1425	15.00
7/25/2022	PAUL TAGUE	IBX CC	1435	50.00
7/25/2022	GROVE ELECTRICAL SOLUTIONS LLC	IBX CC	1428	75.00
7/25/2022	HENRY E DAVIS	IBX CC	1426	761.00
7/25/2022	JENNIFER SHARMA	Cash	1427	15.00
7/25/2022	HINA COLLECTIVE	Check	1429	50.00
7/25/2022	HINA COLLECTIVE	Check	1430	1,500.00
7/25/2022	HINA COLLECTIVE	Check	1431	1,500.00
7/25/2022	HINA COLLECTIVE	Check	1432	1,500.00
7/25/2022	SPIRITS	Check	1433	905.00
7/25/2022	GREENWAY ELECTRIC INC	Check	1434	75.00
7/25/2022	KICKAPOO MARKET	Check	1436	450.00
7/25/2022	QUICK STOP	Check	1437	450.00
7/26/2022	ABOVE ALL ELECTRICAL SOLUTIONS	IBX CC	1444	75.00
7/26/2022	IRWIN SEPTIC LLC	IBX CC	1438	75.00
7/26/2022	JESSE & KOBI ABBOTT	Check	1439	761.00
7/26/2022	RIDERS IN THE SKY LLC dba KUSH GARDENS	Cash	1440	50.00
7/26/2022	RIDERS IN THE SKY LLC dba KUSH GARDENS	Cash	1441	1,500.00
7/26/2022	RIDERS IN THE	Cash	1442	1,500.00

	SKY LLC dba KUSH GARDENS			
7/26/2022	CHRIS SKILLINGS	Check	1443	761.00
7/27/2022	DOWN THE RABBIT HOLE AT GREEN CORNER	Check	1445	15.00
7/27/2022	MGE GROUP, INC dba FUMO	Cash	1446	1,500.00
7/27/2022	MGE GROUP, INC dba FUMO	Cash	1447	1,500.00
7/27/2022	MGE GROUP, INC dba FUMO	Cash	1448	50.00
7/27/2022	OKLAHOMA CVS PHARMACY#6142	Check	1449	450.00
7/28/2022	DOLGENCORP, LLC	Check	1450	450.00
7/28/2022	DOLGENCORP, LLC	Check	1451	450.00
7/28/2022	DOLGENCORP, LLC	Check	1452	450.00
7/28/2022	DOLGENCORP LLC	Check	1453	450.00
7/28/2022	DOLGENCORP, LLC	Check	1454	450.00
7/28/2022	DOLGENCORP, LLC	Check	1455	450.00
7/29/2022	ESSENTIAL FLOWERS LLC	IBX CC	1465	1,500.00
7/29/2022	ESSENTIAL FLOWERS LLC	IBX CC	1464	1,500.00
7/29/2022	ESSENTIAL FLOWERS LLC	IBX CC	1463	1,500.00
7/29/2022	ESSENTIAL FLOWERS LLC	IBX CC	1462	50.00
7/29/2022	ESSENTIAL FLOWERS LLC	IBX CC	1461	1,500.00
7/29/2022	BRIAN CORNISH	Check	1457	761.00
7/29/2022	QUICK CALL ELECTRIC, INC	Check	1458	75.00
7/29/2022	QUICK CALL ELECTRIC, INC	Check	1459	75.00
7/29/2022	KOHL'S DEPARTMENT STORE INC - #1436	Check	1460	15.00

7/29/2022	REACT PLBG	Cash	1466	75.00
7/29/2022	BELLA DERMA	Check	1467	25.00
7/29/2022	THE STUDY HUB	Check	1468	50.00
7/29/2022	EXHALE BRAND ONE LLC	Cash	1469	1,500.00
7/29/2022	EXHALE BRAND ONE LLC	Cash	1470	50.00
7/29/2022	W & PHYLLIS HERRON	Check	1456	15.00
				50,671.00

Total Records: 117

8/1/2022



07/01/2022 - 07/31/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220715	7/19/2022	B - Accessory Structure	27 SEQUOYAH BLVD	ACTS 29 ROOFING	REDECK	0
20220701	7/14/2022	B - Accessory Structure	RALEY DR	BRANT HILL	NEW CONSTRUCTION	130,000
20220693	7/13/2022	B - Accessory Structure	1726 W MIDLAND	RON'S PORTABLE BUILDING	MOVE ON	4,186
20220683	7/11/2022	B - Accessory Structure	1328 E 10TH ST	STEVEN COY	REMODEL	10,000
20220754	7/28/2022	B - Commercial - New	8740 vanguard blvd unit 140	CB CONSTRUCTION	NEW CONSTRUCTION	70,000
20220753	7/28/2022	B - Commercial - New	8740 vanguard blvd unit 140	CB CONSTRUCTION	NEW CONSTRUCTION	70,000
20220752	7/27/2022	B - Commercial - New	8740 vanguard blvd unit 140	CB CONSTRUCTION	NEW CONSTRUCTION	70,000
20220751	7/27/2022	B - Commercial - New	8740 vanguard blvd unit 120	CB CONSTRUCTION	NEW CONSTRUCTION	70,000
20220741	7/26/2022	B - Commercial - New	929 N CENTER	LAMBERT CONSTRUCTION	NEW CONSTRUCTION	0
20220737	7/25/2022	B - Commercial - Remodel	2202 N AIRPORT DR	NATHAN FERGUSON	REMODEL	35,000
20220720	7/20/2022	B - Commercial - Remodel	8 E MAIN ST	GRETA MADSON	REMODEL	50,000
20220712	7/18/2022	B - Commercial - Remodel	22 W MAIN ST	STEVEN BARRETT	REMODEL	140,000

Monthly - City Clerk

Square Feet	Total Fees
0	\$29.50
1,200	\$304.50
120	
400	\$89.50
6,000	\$1,504.50
6,000	\$1,504.50
6,000	\$1,504.50
6,000	\$1,504.50
1,404	
672	\$172.50
2,200	\$554.50
2,846	\$716.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220710	7/15/2022	B - Commercial - Remodel	4901 N KICKAPOO AVE	MJM ARCHITECTS	REMODEL	0
20220679	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220678	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220677	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220676	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220675	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220674	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220673	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220672	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220671	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220670	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0

Square Feet	Total Fees
0	\$29.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50
900	\$4.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220669	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220668	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	0
20220667	7/8/2022	B - Commercial - Remodel	903 W UNIVERSITY ST	REALTREE ROOFING & CONSTRUCTION	REMODEL	2,000,000
20220647	7/6/2022	B - Flood Plain		OKLAHOMA NATURAL GAS	UTILITIES	0
20220734	7/24/2022	B - Residential - New	16334 WALKER RD	GEORGE KNOX	NEW CONSTRUCTION	38,000
20220733	7/22/2022	B - Residential - New	4527 RED BIRD RD	JOSH LITTLE	NEW CONSTRUCTION	285,000
20220700	7/14/2022	B - Residential - New	1826 N PENNSYLVANIA	LILLEY SIGNATURE HOMES	NEW CONSTRUCTION	175,000
20220645	7/6/2022	B - Residential - New	16338 PATTERSON RD	DYLAN HOULIHAN	NEW CONSTRUCTION	250,000
20220736	7/25/2022	B - Residential - Remodel	514 N MEAD AVE	D & D CONTRACTORS	REMODEL	74,150
20220735	7/25/2022	B - Residential - Remodel	624 S BROADWAY	JAMES THOMAS	REMODEL	22,000
20220731	7/22/2022	B - Residential - Remodel		JAMES THOMAS		0
20220727	7/21/2022	B - Residential - Remodel	522 S PARK AVE	DAVID HENRY	REMODEL	40,000
20220726	7/21/2022	B - Residential - Remodel	511 S PARK	DAVID HENRY	REMODEL	50,000
20220723	7/21/2022	B - Residential - Remodel	536 N DOROTHY	MARK BIRNEY	REMODEL	30,000

Square Feet	Total Fees
900	\$4.50
900	\$4.50
18,000	\$4,504.50
0	
1,500	\$323.25
2,695	\$1,302.19
1,986	\$1,151.53
2,105	\$451.81
2,052	\$440.55
775	\$169.19
775	\$169.19
941	\$204.46
1,162	\$251.43
1,200	\$259.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220721	7/20/2022	B - Residential - Remodel	115 W GEORGIA	LINDA BOSTROM	REMODEL	28,000
20220686	7/12/2022	B - Residential - Remodel	331 N CHAPMAN	JAYME DUNCAN	REMODEL	7,500
20220764	7/29/2022	B - Solar Panels	931 N BROADWAY	ADT SOLAR	NEW INSTALLATION	31,721
20220749	7/27/2022	B - Solar Panels	1500 MESA VERDE	ADT SOLAR	NEW INSTALLATION	25,565
20220687	7/12/2022	B - Solar Panels	1511 N BROADWAY	PAIC SOLAR	NEW INSTALLATION	43,755
20220688	7/12/2022	B - Storm Shelter	4 COUNTRY CLUB RD	LILLARD CONSTRUCTION	NEW INSTALLATION	0
20220651	7/7/2022	B - Storm Shelter	524 N CLEVELAND AVE	G & G SERVICES	ABOVE GROUND	48
20220639	7/5/2022	B - Swimming Pool	209 N KIMBERLY AVE	MADISON DUGAN	NEW INSTALLATION	500
20220765	7/29/2022	E - Electrical	931 N BROADWAY	ADT SOLAR	NEW INSTALLATION	0
20220762	7/28/2022	E - Electrical	1709 N MARKET	RODGERS ELECTRIC	NEW SERVICE	0
20220750	7/27/2022	E - Electrical	1500 MESA VERDE	ADT SOLAR	NEW INSTALLATION	0
20220747	7/26/2022	E - Electrical	1001 E 11TH ST	ABOVE ALL ELECTRICAL SOLUTIONS LLC	REPAIR	0
20220742	7/26/2022	E - Electrical	1511 N BROADWAY	PAIC SOLAR	NEW INSTALLATION	0
20220729	7/22/2022	E - Electrical	901 E 35TH ST	CONCEPT ELECTRIC	REMODEL	0

Square Feet	Total Fees
1,864	\$321.38
900	\$195.75
257	\$59.11
309	\$70.16
592	\$130.30
50	\$29.50
3,800	\$29.50
72	\$60.00
0	\$54.50
0	\$104.50
0	
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220725	7/21/2022	E - Electrical	1305 N KICKAPOO	ELECTRICAL AND MECHANICAL SOLUTIONS LLC	REPLACE	0
20220695	7/13/2022	E - Electrical	522 S TENNESSEE AVE	CASEY ELECTRIC	REPLACE METER	0
20220682	7/11/2022	E - Electrical	630 N Kickapoo	Kenton Rethford		0
20220666	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 12	0
20220665	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 11	0
20220664	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 10	0
20220663	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 9	0
20220662	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 8	0
20220661	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 7	0
20220660	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 6	0
20220659	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 5	0
20220658	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 4	0
20220657	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 3	0
20220656	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 2	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$0.00
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220655	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	APT 1	0
20220654	7/8/2022	E - Electrical	903 W UNIVERSITY ST	ONE 8 ELECTRIC	NEW SERVICE	0
20220649	7/7/2022	E - Electrical	715 E INDEPENDENCE	PATRIOT POWER SERVICE	CHANGE OUT	0
20220648	7/7/2022	E - Electrical	2610 N BRYAN	ALL PHASE ELECTRIC	NEW SERVICE	0
20220766	7/29/2022	M - Mechanical	2305 N MCKINLEY	AIR COMFORT SOLUTIONS	NEW SYSTEM	0
20220755	7/28/2022	M - Mechanical		CRIDERS HEAT AND AIR	NEW SYSTEM	0
20220743	7/26/2022	M - Mechanical	30 CHEROKEE ST	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0
20220739	7/25/2022	M - Mechanical	1509 N KICKAPOO	SPARKS HVAC, INC	CHANGE OUT	0
20220732	7/22/2022	M - Mechanical	1820 E EDWARDS	METRO HVAC	NEW SYSTEM	0
20220730	7/22/2022	M - Mechanical	1010 E 45th st	A TEAM HTG AND COOLING	REPLACE	0
20220728	7/22/2022	M - Mechanical	125 N POTTENGER	AIRCO SERVICE	MINI SPLIT	0
20220722	7/21/2022	M - Mechanical	2311 ROBINWOOD CIR	LOVES HVAC	CHANGE OUT	0
20220719	7/19/2022	M - Mechanical	201 E FEDERAL	AIRCO SERVICE	CHANGE OUT	0
20220716	7/19/2022	M - Mechanical	11 W CHICAGO	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0
20220711	7/18/2022	M - Mechanical	2803 N TUCKER AVE	SPARKS HEAT AND AIR	NEW SYSTEM	0

Square Feet	Total Fees
0	\$54.50
0	\$104.50
0	\$54.50
0	\$54.50
0	\$24.50
0	\$44.50
0	\$64.50
0	\$104.50
0	\$64.50
0	\$84.50
0	\$104.50
0	\$94.50
0	\$104.50
0	\$84.50
0	\$64.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220698	7/13/2022	M - Mechanical	602 N BEARD	AIRCO SERVICE	CHANGE OUT	0
20220680	7/11/2022	M - Mechanical	65 GRANADA	AIR COMFORT COLUTIONS	CHANGE OUT	0
20220650	7/7/2022	M - Mechanical	907 E 35TH ST	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220640	7/5/2022	M - Mechanical	2260 GRAY DOVE DR	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0
20220638	7/5/2022	M - Mechanical	715 E INDEPENDENCE	A TEAM HTG & COOLING HHC	NEW INSTALL	0
20220684	7/11/2022	O - Chicken Permit	709 N PARK	MICHAEL JORDAN	CHICKEN PERMIT	0
20220646	7/6/2022	O - Chicken Permit	2929 N BELL	KELLEE SEHUAME	CHICKEN PERMIT	0
20220718	7/19/2022	O - Curb Cut, Driveway and Sidewalk	717 S BELL	B & H BORING	CURB CUT	0
20220709	7/15/2022	O - Curb Cut, Driveway and Sidewalk	4302 TRADITIONAL WAY	VICTORY LAWN & LANDSCAPE	REPLACE EXISTING	0
20220685	7/12/2022	O - Curb Cut, Driveway and Sidewalk	1907 KELLER PL	FITZ WELDING LLC	REPAIR	0
20220761	7/28/2022	O - Demolition and Moving	615 S MARKET	K & M WRECKING	ABATEMENT	0
20220760	7/28/2022	O - Demolition and Moving	420 W FORREST	K & M WRECKING	ABATEMENT	0
20220759	7/28/2022	O - Demolition and Moving	806 N HARRISON	K & M WRECKING	ABATEMENT	0
20220758	7/28/2022	O - Demolition and Moving	806 W 9TH	K & M WRECKING	ABATEMENT	0
20220757	7/28/2022	O - Demolition and Moving	412 S KICKAPOO AVE	K & M WRECKING	ABATEMENT	0

Square Feet	Total Fees
0	\$64.50
0	\$24.50
0	\$64.50
0	\$64.50
0	\$204.50
0	\$15.00
0	\$15.00
0	
0	\$50.00
0	\$50.00
0	
0	
0	
0	
0	

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220702	7/14/2022	O - Demolition and Moving	13 PARK DR	MIDWEST WRECKING CO	DEMOLITION	0
20220681	7/11/2022	O - Demolition and Moving	327 S AYDELOTTE AVE	MIDWEST WRECKING CO	DEMOLITION	0
20220705	7/15/2022	O - Paving Cut and Boring	802 N BROADWAY AVE	B & H CONSTRUCTION	STREET CUT	0
20220704	7/15/2022	O - Paving Cut and Boring	801 N HOBSON	B & H CONSTRUCTION	STREET CUT	0
20220703	7/15/2022	O - Paving Cut and Boring	25 E FARRALL AVE	B & H CONSTRUCTION	STREET CUT	0
20220724	7/21/2022	O - Sign	4903 N HARRISON	ENCINOS 3D CUSTOM PRODUCTS, LLC	REFACE	0
20220696	7/13/2022	O - Sign	9 W MAIN	REBEL SIGN COMPANY	NEW INSTALLATION	1,200
20220636	7/1/2022	O - Sign	4901 N KICKAPOO AVE, SUITE 4000	INDUSTRIAL SIGNS & NEON	WALL SIGN	5,940
20220635	7/1/2022	O - Sign	4901 N KICKAPOO AVE, SUITE 4000	INDUSTRIAL SIGNS & NEON	WALL SIGN	8,460
20220634	7/1/2022	O - Sign	4901 N KICKAPOO AVE, SUITE 4000	INDUSTRIAL SIGNS & NEON	WALL SIGN	4,860
20220633	7/1/2022	O - Sign	4901 N KICKAPOO AVE, SUITE 4000	INDUSTRIAL SIGNS & NEON	WALL SIGN	9,802
20220632	7/1/2022	O - Sign	4901 N KICKAPOO AVE, SUITE 4000	INDUSTRIAL SIGNS & NEON	WALL SIGN	8,756
20220763	7/29/2022	P - Plumbing	1 APACHE	REACT PLBG	SEWER	0
20220756	7/28/2022	P - Plumbing	2800 N BRYAN	RED PLAINS PLUMBING INC	REMODEL	0

Square Feet	Total Fees
0	
0	
0	\$60.00
0	\$60.00
0	\$60.00
0	\$104.50
31	\$50.00
43	\$50.00
75	\$50.00
34	\$50.00
186	\$50.00
81	\$50.00
0	\$379.50
0	\$629.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220748	7/27/2022	P - Plumbing	140 S OAK AVE	STANFIELD PLUMBING	PRESSURE TEST	0
20220746	7/26/2022	P - Plumbing	228 N MCKINLEY	COLE PLUMBING	REMODEL	0
20220745	7/26/2022	P - Plumbing	410 N MARKET	CS PLUMBING	PRESSURE TEST	0
20220744	7/26/2022	P - Plumbing	1015 N LOUISA	CND PLUMBING	REPLACE	0
20220740	7/25/2022	P - Plumbing	407 W MIDLAND	COMPLETE PLUMBING	PRESSURE TEST	0
20220717	7/19/2022	P - Plumbing	702 S PHILADELPHIA AVE	STANLEY PLUMBING SERVICES, LLC	GAS METER RESET	0
20220714	7/19/2022	P - Plumbing	2800 N BRYAN	ELITE PIPING CONTRACTORS, INC	REMODEL	0
20220713	7/19/2022	P - Plumbing	3910 N POTTENGER	PIPED OUT PLUMBING	GAS LINE EXTENTION	0
20220708	7/15/2022	P - Plumbing	214 W 33RD ST	DALES PLUMBING	REPLACE	0
20220707	7/15/2022	P - Plumbing	532 E ANNA ST	DALES PLUMBING	REMODEL	0
20220706	7/15/2022	P - Plumbing	1209 MUIRFIELD DR	BLUE WATER PLUMBING LLC	POOL	0
20220697	7/13/2022	P - Plumbing	1304 N BEARD	AIRCO SERVICE	CHANGE OUT	0
20220694	7/13/2022	P - Plumbing	502 N CHAPMAN	ALL ABOUT PLUMBING	REMODEL	0
20220653	7/8/2022	P - Plumbing	2009 N HARRISON	STANFIELD PLUMBING	REPAIR	0
20220652	7/7/2022	P - Plumbing	1924 N PHILADELPHIA AVE	A-RUSSEL'S MR ROOTER	REPAIR	0
20220644	7/6/2022	P - Plumbing	409 N PARK	HERMANS PLUMBING CO INC	REPLACEMENT	0
20220643	7/6/2022	P - Plumbing	1820 E EDWARDS	JIMMY'S PLUMBING	CHANGE OUT	0
20220641	7/6/2022	P - Plumbing	2525 BRADFORD CT	AIRCO SERVICE	CHANGE OUT	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220637	7/5/2022	P - Plumbing	1700 W INDEPENDENCE ST	ROTO ROOTER	REPAIR	0
20220738	7/25/2022	P - Septic	1801 N HARRISON AVE	IRWIN SEPTIC	NEW SYSTEM	0
20220699	7/13/2022	P - Septic	33808 BELCHER RD	JOHNSON CONSTRUCTION	NEW INSTALLATION	0
20220691	7/12/2022	PC - Plat - Final		CITY OF SHAWNEE	FINAL PLAT	0
20220642	7/6/2022	PC - Plat - Final	E 39TH	39TH STREET PROJECT, LLC	FINAL PLAT	0
20220690	7/12/2022	PC - Plat - Preliminary		CITY OF SHAWNEE	PRELIMINARY PLAT	0
20220689	7/12/2022	PC - Plat - Preliminary		J. BENTLEY INVESTMENTS, LLC	PRELIMINARY PLAT	0

Total Records: 134

Square Feet	Total Fees
0	\$54.50
0	\$25.00
0	\$25.00
0	
0	\$334.00
0	
0	
	\$23,795.30

8/1/2022

Regular Board of Commissioners

2. c.

Meeting Date: 08/15/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Agreement

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation ("LESSOR"), and MCLOUD PUBLIC WORKS AUTHORITY ("LESSEE"), collectively the ("Parties").

WHEREAS the LESSOR is the owner of public property known as a ZD1211RL Kubota 72" Mower, City ID # 4937, hereinafter referred to as the "Mower".

WHEREAS, it is the desire of the Parties to set out in detail the rights and responsibilities of the Parties regarding the use of said City Property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the LESSOR and LESSEE agree as follows:

1. The LESSOR hereby grants the right and privilege to the LESSEE to lease the Mower for the sole purpose of maintaining Wes Watkins Reservoir.
2. This Agreement shall commence on July 1, 2022 and end on June 30, 2023 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other party, upon giving sixty (60) days' notice, in writing to the other party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. At the end of the five (5), one (1) year consecutive leases, the mower will be brought back into possession of the LESSOR to use, trade, or dispose of. In the event this Agreement is terminated, all rights and interests of the LESSEE hereto shall thereupon cease. The Parties acknowledge that the LESSEE shall pay to the LESSOR a sum of One (1) Dollar on the first day of July every calendar year as lease payment for use of the Mower.
3. The LESSEE will be responsible for the fuel, oil, lubricants, and all repairs of the Mower while it is in their possession. Before any major repairs (over \$300) are made to the Mower, the LESSEE shall gain approval from the LESSOR. Once a year, right before mowing season, the Mower will need to be brought to the LESSOR for a servicing and a check out.
4. The Mower will be stored at Wes Watkins Reservoir and added to the Town of McLoud's insurance policy.

5. The lessee shall not assign this Agreement, or any interest herein, or sublet the Mower to any other person or entity. All operators must be an employee of the Town of McLoud.
6. The LESSEE will "indemnify" and hold harmless and exempt the LESSOR, it's officers, employees, agents, and assigns from any damage or injury to persons or any damage to the Mower of every kind arising from the management and use of the Mower by the lessee, its invitees, employees, and representatives from the failure of the lessee to keep the Mower in good condition and repair or for any negligent or intentional act committed by LESSEE, its invitees, employees, and representatives resulting in injury of any kind.

IN WITNESS HEREOF the City of Shawnee, and McLoud Public Works Authority, by their representatives, set their hands to this Agreement on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK



ATTEST
(SEAL)

CYNTHIA WAYMAN, CMC, CITY CLERK

MCMLOUD PUBLIC WORKS AUTHORITY

Approved as to form and legality on _____.

JOSEPH M. VORNDRAH, CITY ATTORNEY

Regular Board of Commissioners

2. d.

Meeting Date: 08/15/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Agreement



POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this 1st day of July 2022, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center Trust ("PCPSCT").

WITNESSETH:

WHEREAS, the PCPSCT has a jail facility with sufficient capacity to aid the City of Shawnee, should the need occur, in housing its inmates and detainees; and

WHEREAS, Title 19 of the Oklahoma Statutes (1981), Sections 751 and 752 contemplate such agreements between cities and counties; and

WHEREAS Title 74 of the Oklahoma Statutes (1981), Section 195, requires such contracts to be executed in accordance with the inter-local Cooperation Act and that the jail facility involved shall meet certain standards; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et seq., known as the inter-local Cooperation act; and

WHEREAS, the cost of operating the Pottawatomie County Public Safety Center has increased due to the cost of labor, requiring an increase in fees paid by the City of Shawnee to the PCPSCT for the housing of inmates and detainees; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) TERM/RENEWAL:

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30TH day of June 2023.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSCT.

2) CHANGE(S):

Both Parties shall agree in writing to any terms that would cause an increase in the cost of any part of this agreement. Any effort undertaken by either party without such agreement, involving legal fees, shall be at their own expense.

3) **NO SEPARATE LEGAL ENTITY:**

No separate legal entity or organization shall be deemed created by virtue hereof.

4) **PURPOSE:**

The purpose of this Agreement is to provide for the incarceration of City of Shawnee inmates and to otherwise coordinate booking and detention functions.

5) **DEFINITIONS:**

The terms 'City of Shawnee Prisoners' or 'City of Shawnee Inmates' shall be defined and refer only to those prisoners or inmates held on City of Shawnee charges and/or warrants. It shall not include prisoners or inmates booked in on non-municipal warrants, state charges, or charges for any other state, county, municipality, or other law enforcement agency.

6) **MANNER OF FINANCING:**

This Agreement shall be financed by the City Commissioners on behalf of the City of Shawnee under the applicable Statutes of the state of Oklahoma.

7) **TERMINATION/DISPOSITION OF PROPERTY:**

In the event of any termination of this agreement earlier than the 30th day of JUNE 2023, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

8) **OTHER MATTERS:**

The purpose of this Inter-Local Cooperation agreement shall be accomplished as anticipated and set out herein.

9) **COMPENSATION:**

As compensation for the services set out below, the City of Shawnee agrees to pay the PCPSC the sum of Sixty Dollars (\$60.00) per day for each person incarcerated in said facility. Said amounts are to be paid monthly. PCPSC agrees to prepare and submit statements no later than the 15th day of each month. Provided further all payments shall be made upon the timely submission of a claim form, approved by the Board of City Commissioners of Shawnee, to Statutory and Charter requirements. The City of Shawnee agrees to pay all invoiced amounts within thirty (30) days of receipt.

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out before midnight (12:00 A.M.). If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond midnight (12:00 a.m.), the first day's fee is waived.

In consideration of said payments, the PCPSC will operate and maintain the jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

10) **SERVICES:**

In exchange for the compensation (paragraph 8), the PCPSCT agrees to provide the following services:

- (a) The PCPSCT hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.
- (b) The PCPSCT shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours to conduct official business in the course of the investigative process.
- (c) The Executive Director of the PCPSCT shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.
- (d) The City of Shawnee through the Police Department, Municipal Court, and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records, or any other information regarding inmates at no additional charge.

(e) Exclusions:

- 1. PCPSCT shall NOT provide services for excess inmate property storage. PCPSCT will not be responsible for any inmate property in excess. Excess is defined as any item that can not be contained in the provided inmate tote storage system. The tote is approximately L: 21 W: 15.5 D: 8.5 inches. Any item that cannot fit into these dimensions with the lid properly secured will not be accepted. This means items such as large backpacks, bicycles, etc. will NOT be accepted and SHALL NOT be left at the facility. Any excess inmate property will be the sole responsibility of the City of Shawnee.
- 2. PCPSCT shall NOT provide services for City of Shawnee inmates in a state of mental health crisis. City of Shawnee inmates meeting the criteria for, or requiring an Emergency Detention (ED), will NOT be accepted, or if previously accepted will NOT continue to be housed at PCPSC. Upon the release of a City of Shawnee inmate in crisis, the City of Shawnee will be responsible for ALL steps in the ED process. This includes the initial assessment. Any transportation to a mental health facility for an inmate in crisis shall be the sole responsibility of the City of Shawnee.

II) **TRANSPORTATION:**

The City of Shawnee shall be responsible for all transportation of City of Shawnee inmates to and from the jail facility.

Additional Transportation Services: In the event of a medical emergency PCPSCT will provide The City of Shawnee with additional transport services at a rate of \$40 per hour per officer with a four-hour minimum required for all emergency transports. Any emergency transport that exceeds the four-hour minimum will continue to be billed at \$40 per hour per officer until the transport ends. The transport billing begins when the officer is called to complete the transport and ends once the inmate has been returned to their housing unit, or until released by the City of Shawnee. PCPSCT will only provide emergency transports for inmates who have already completed the booking process.

Additional Transport Service Exclusions:

- (a) PCPSCT will **not** provide emergency transports for intakes as they arrive at the facility or those who are found to require medical services during the initial intake process. It will be the City of Shawnee officer's responsibility to get the required medical clearance prior to acceptance.
- (b) PCPSCT will not provide emergency transports for any inmate requiring an Emergency Detention (ED). These will continue to be the responsibility of the City of Shawnee.

12) **TRANSITION:**

PCPSCT shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, under to this Agreement on the 1st day of July 2022.

13) **MEDICAL CARE:**

The PCPSCT agrees to accept and provide for the secure custody, care, and safekeeping of City of Shawnee inmates in accordance with State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

PCPSC agrees to provide the City of Shawnee inmates with the same level of medical care and services provided to other inmates.

EXCLUSIONS- PCPSCT will NOT provide standard medical appointment transports. In the event of a medical emergency, the "Additional Transport Services" under section II of this contract apply.

In a psychiatric situation requiring medical transport PCPSC will NOT provide any ED services for the City of Shawnee.

PCPSCT and the City of Shawnee agree that in the event an arresting officer delivers an inmate to the jail and it is determined that said inmate requires immediate medical care, the City of Shawnee shall be responsible for transporting the inmate to medical care while preserving the City of Shawnee's protection from medical expenses pursuant to II O.S. 14-113.

14) **SEVERABLE LIABILITY:**

This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner whatsoever.

Both Parties assume responsibility for their personnel, and will make all deductions for Social Security, withholding taxes, contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both Parties herein shall be exclusively liable for loss resulting from torts or the torts of their employees acting within the scope of their employment subject to the limitations and expectations specified in the Governmental Tort Claims act, 51 O.S. 1990 Supp. 151-171, therefore, neither Party shall be liable for the acts or omissions of the other Party.

15) **TERMINATION:**

- (a) This Agreement may be terminated by either Party for any reason, or no reason, upon thirty (30) days written notice to the other party.
- (b) This agreement may be terminated by either Party for a cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where the cause has failed to be cured.

16) **NOTICES:**

All notices required under this agreement shall be in writing and shall be mailed to the following addresses:

If to the City of Shawnee:

Board of Officials for Shawnee
16 W 9th Street
Shawnee, OK 01

Chief of Police
912 E. INDEPENDENCE
Shawnee, OK 74804

If to PCPSC:

Breonna Thompson, Executive Director
Pottawatomie County Public Safety Center
14209 HWY 177
Shawnee, OK 74804

17) **FISCAL LIMITATIONS:**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for the said purpose under the laws of the State of Oklahoma. In the event of failure to so appropriate, timely notice shall be given and this Agreement may be terminated by the other Party.

18) **NON-ASSIGNABLE:**

This Agreement shall be non-assignable, but shall be binding upon and shall adhere to the benefit of the Parties and their respective successors.

19) **SEVERABLE:**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

20) **LAWS/REGULATIONS:**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et. Seq., on minimum standards for jails shall specifically apply.

21) **MULTIPLE COUNTERPARTS:**

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

22) **SECURITY:**

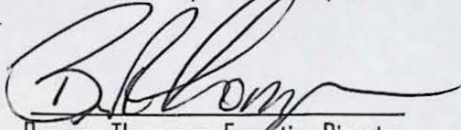
City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind relating to its operation.

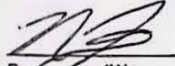
23) **COMPLETE AGREEMENT:**

This is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Executive Director (or Designee) of the Pottawatomie County Public Safety Center
on this 26th day of July 2022


Breonna Thompson, Executive Director


Designee/Witness

APPROVED by the Board of Officials of Shawnee, Oklahoma this _____ day of _____
20____

BOARD OF CITY OFFICIALS OF
SHAWNEE, OKLAHOMA

, Mayor

, Vice Mayor

, Commissioner

ATTEST:

, City Clerk

APPROVED as to form and legality this _____ day of _____ 20____

, Legal Counsel for City of Shawnee

Regular Board of Commissioners

2. e.

Meeting Date: 08/15/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Easement

**COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
EASEMENT**

ANR 7-21-2022

County: POTTAWATOMIE
Easement No. 9964
Lease No. 100296/109516

THIS EASEMENT made and entered into the 22nd day of July, 2022, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **The City of Shawnee (Grantee)**, 16 West 9th Street, Shawnee, OK 74801:

WITNESSETH: That the CLO by power vested in them by the Constitution and laws of the State of Oklahoma dedicate, grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of an Easement for construction and maintenance of a public street, public utilities and public facilities which are necessary and incidental to the street, covering land situated in Pottawatomie County, State of Oklahoma, described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section thirty-six (36), Township eleven North (11 N), Range three East of the Indian Meridian (3 EIM), Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence South 89°59'11" West along the South line of said SE/4, a distance of 370 feet; thence North 00°05'03" East, parallel with the East line of said SE/4, a distance of 1,358.89 feet to the Point of Beginning; thence North 00°05'03" East a distance of 140.40 feet; thence South 89°54'57"E a distance of 70.00 feet; thence South 00°05'03" West a distance of 140.40 feet; thence North 89°54'57" West a distance of 70.00 feet to the Point of Beginning. Said Tract containing 9,828 Square Feet or 0.2256 Acres, more or less.

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is continuous for so long as it is used for the stated purpose and contains 0.2256 acres, more or less.

The CLO for the purposes and duration of this Easement only relinquishes all right, title or interest in and to the surface of the above granted and dedicated tract of land and appurtenances including any and all dirt, rock, gravel, and other road building material but reserves and excepts all minerals and mineral rights. CLO agrees any exploration or development of reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes granted. CLO reserves the rights of ingress and egress to said public street from its remaining lands.

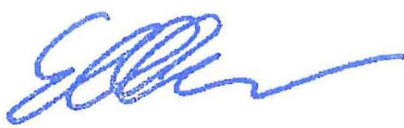
Grantee shall be held free and clear and discharged from any and all claims of damages or injury sustained directly or indirectly to the remaining lands of CLO by reason of normal and non-negligent acts required in construction and maintenance of a public street and all excavations, embankments, bridges, drains, sight distance of safety areas, and other facilities necessary for the construction and maintenance of a public street, public utilities, and incidental facilities on the above described real estate. Supervision and control of use and maintenance of said public street shall be the responsibility of the appropriate municipality, county, or entity of the State of Oklahoma according to law. **Grantee**, its officers, agents, contractors and employees are granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public street, public utilities, and incidental facilities.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges

DW

granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.



BY: _____
Elliot Chambers, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

On this 22nd day of July, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Elliot Chambers, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

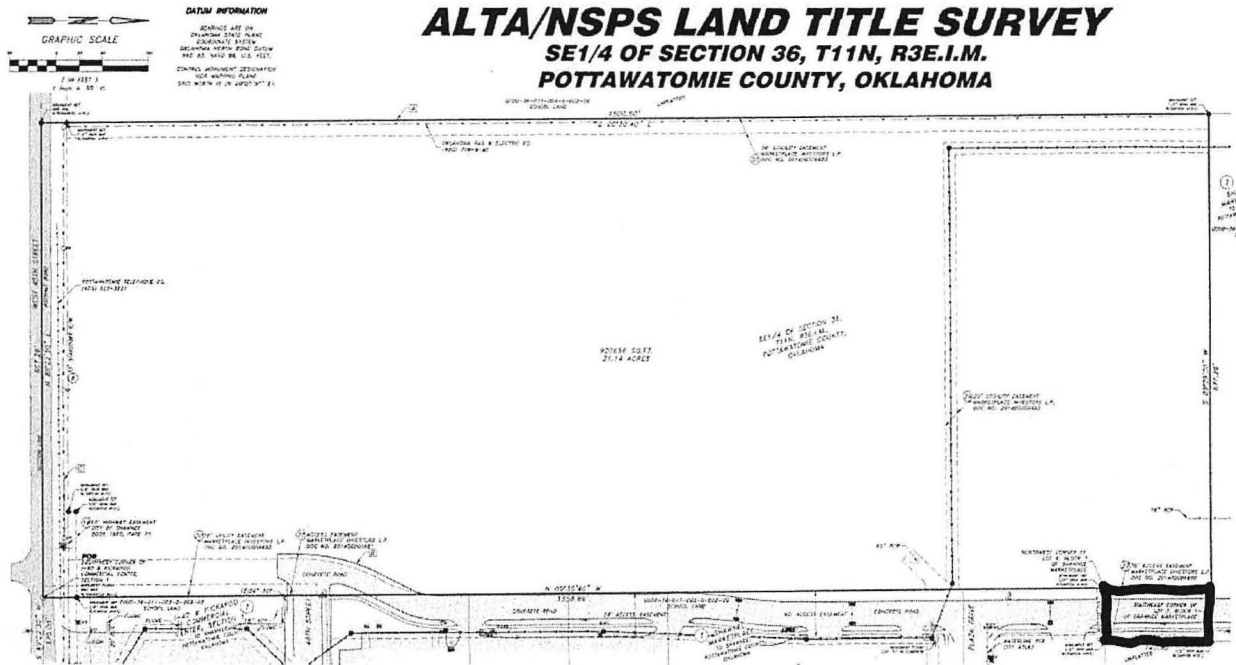
My Commission Expires: 2/14/26
Commission #: 14006138



ACCEPTED by the City of Shawnee this _____ day of _____, 2022.

Signed: _____
Printed Name: _____
Title: _____

**ATTACHMENT
PLAT**



Legal Description:

A tract of land lying in the Southeast Quarter (SE/4) of Section thirty-six (36), Township eleven North (11 N), Range three East of the Indian Meridian (3 EIM), Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence South $89^{\circ}59'11''$ West along the South line of said SE/4, a distance of 370 feet; thence North $00^{\circ}05'03''$ East, parallel with the East line of said SE/4, a distance of 1,358.89 feet to the Point of Beginning; thence North $00^{\circ}05'03''$ East a distance of 140.40 feet; thence South $89^{\circ}54'57''$ East a distance of 70.00 feet; thence South $00^{\circ}05'03''$ West a distance of 140.40 feet; thence North $89^{\circ}54'57''$ West a distance of 70.00 feet to the Point of Beginning. Said Tract containing 9,828 Square Feet or 0.2256 Acres, more or less.

Regular Board of Commissioners

2. f.

Meeting Date: 08/15/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Easement

**COMMISSIONERS OF THE LAND OFFICE
STATE OF OKLAHOMA
EASEMENT**

ANR 7-21-2022

County: POTTAWATOMIE
Easement No. 9966
Lease No. 100296/109516

THIS EASEMENT made and entered into the 22nd day of July, 2022, by and between the Commissioners of the Land Office of the State of Oklahoma, Grantor, (CLO) and **The City of Shawnee (Grantee)**, 16 West 9th Street, Shawnee, OK 74801:

WITNESSETH: That the CLO by power vested in them by the Constitution and laws of the State of Oklahoma dedicate, grant and convey unto the **Grantee** the right to the uninterrupted access and enjoyment of an Easement for construction and maintenance of a public street, public utilities and public facilities which are necessary and incidental to the street, covering land situated in Pottawatomie County, State of Oklahoma, described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section thirty-six (36), Township eleven North (11 N), Range three East of the Indian Meridian (3 EIM), Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence West (S89°22'30"W) a distance of 370 feet to the Southwest Corner of the I-40 & Kickapoo Commercial Center, Section 1; thence North (N00°30'40"W) a distance of 1,146.90 feet to the Point of Beginning, said Point being on the West boundary of Shawnee Marketplace; thence West (S89°29'20"W) a distance of 607.26 feet; thence North (N00°30'40"W) a distance of 64.00 feet; thence East (N89°29'20"E) a distance of 607.26 feet to a point on the West boundary of Shawnee Marketplace; thence South (S00°30'40"E) a distance of 64.00 feet to the Point of Beginning. Said Tract containing 0.89 Acres, more or less.

The easement described is shown on the attached PLAT and the plat is part of this Agreement. The easement is continuous for so long as it is used for the stated purpose and contains 0.89 acres, more or less.

The CLO for the purposes and duration of this Easement only relinquishes all right, title or interest in and to the surface of the above granted and dedicated tract of land and appurtenances including any and all dirt, rock, gravel, and other road building material but reserves and excepts all minerals and mineral rights. CLO agrees any exploration or development of reserved mineral rights shall not directly or indirectly interfere with the use of said land for the purposes granted. CLO reserves the rights of ingress and egress to said public street from its remaining lands.

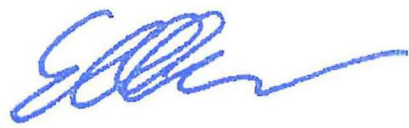
Grantee shall be held free and clear and discharged from any and all claims of damages or injury sustained directly or indirectly to the remaining lands of CLO by reason of normal and non-negligent acts required in construction and maintenance of a public street and all excavations, embankments, bridges, drains, sight distance of safety areas, and other facilities necessary for the construction and maintenance of a public street, public utilities, and incidental facilities on the above described real estate. Supervision and control of use and maintenance of said public street shall be the responsibility of the appropriate municipality, county, or entity of the State of Oklahoma according to law. **Grantee**, its officers, agents, contractors and employees are granted free access to said property for the purpose of entering upon, constructing, maintaining or regulating the use of said public street, public utilities, and incidental facilities.

This Easement shall not be transferred in whole or in part except by operation of law while legal title to the land remains in the State without written approval of CLO and payment of transfer fee. Should **Grantee**, its successors, heirs or assigns cease to use the land for the purposes granted for a period of more than

DW

one (1) year, the same shall revert to the State of Oklahoma or its assigns, and all rights and privileges granted shall cease and terminate. It is understood and agreed that such cessation of usage of the above described premises for a period of one (1) year or more shall constitute abandonment. In consideration of the execution of this easement, **Grantee** does grant, bargain, sell and convey all of its right, title and interest in the premises to CLO, its successors and assigns, in the event of abandonment.

IN WITNESS WHEREOF, the Commissioners of the Land Office of the State of Oklahoma have authorized this easement to be executed by their Secretary.

BY: 
Elliot Chambers, Secretary
Commissioners of the Land Office

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

ACKNOWLEDGEMENT

On this 22nd day of July, 2022, before me, the undersigned, a Notary Public in and for said county and state, personally appeared to me Elliot Chambers, known to be the person who executed the foregoing instrument as its Secretary and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

My Commission Expires: 7/14/26
Commission #: 14006138





ACCEPTED by the City of Shawnee this _____ day of _____, 2022.

Signed: _____

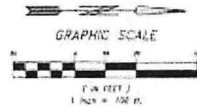
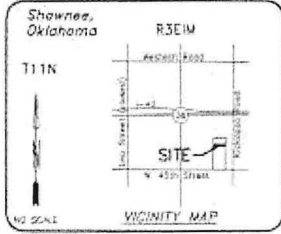
Printed Name: _____

Title: _____

ATTACHMENT PLAT

EXHIBIT

**PUBLIC DRIVEWAY EASEMENT
SE1/4 OF SECTION 36, T11N, R3E.I.M.
POTTAWATOMIE COUNTY, OKLAHOMA**



LEGAL DESCRIPTION

A PUBLIC DRIVEWAY EASEMENT SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP ELEVEN NORTH (T11N), RANGE THREE EAST OF THE INDIAN MERIDIAN (R3E.I.M.), POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SE1/4 THENCE WEST (S 89°22'30" W) A DISTANCE OF 370.00 FEET TO THE SOUTHWEST CORNER OF I-40 & KICKAPOO COMMERCIAL CENTER, SECTION 1, THENCE NORTH (N 00°30'40" W) A DISTANCE OF 1146.90 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST BOUNDARY OF SHAWNEE MARKETPLACE, THENCE WEST (S 89°29'20" W) A DISTANCE OF 607.26 FEET, THENCE NORTH (N 00°30'40" W) A DISTANCE OF 64.00 FEET, THENCE EAST (N 89°29'20" E) A DISTANCE OF 607.26 FEET TO A POINT ON THE WEST BOUNDARY OF SHAWNEE MARKETPLACE, THENCE SOUTH (S 00°30'40" E) A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINING 0.88 ACRES.

LEGEND	
	MONUMENT FOUND
	SUBJECT EASEMENT
	PROPERTY LINE
	EXIST. EASEMENT LINE
	SECTION LINE

SOUTHWEST CORNER OF
I-40 & KICKAPOO
COMMERCIAL CENTER,
SECTION 1
MONUMENT FOUND
MAG NAD 83
W/SHAWNEE (S 89°22'30" W)

POB
PUBLIC DRIVEWAY EASEMENT

SHAWNEE
MARKETPLACE
TO SHAWNEE,
POTTAWATOMIE COUNTY,
OKLAHOMA

62' PUBLIC DRIVEWAY
& UTILITY EASEMENT

SOUTHEAST CORNER OF SE1/4,
SECTION 36, T11N, R3E.I.M.,
POTTAWATOMIE COUNTY,
OKLAHOMA
MONUMENT FOUND
1/8" IRON NAIL

SURVEYOR

DECEMBER 8, 2020

Spencer Jividen
SPENCER JIVIDEN, O.L.S. 1904



VERIFY SCALE 		JIVIDEN AND COMPANY, P.L.L.C. PROFESSIONAL SURVEYING SERVICES 2400 E. Memorial Road Edmond, Oklahoma 73012 C.A. 4151 - Expire June 30, 2021 Office (405) 478-0772 Fax (405) 478-3272 www.jividen.com
MAP IS ONE NON ORIGINAL DRAWING, IT NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDANT.		
DATE DRAWN	DECEMBER 7, 2020	Page 1 of 1
DRAWN BY	V. JIVIDEN	
PROJECT NO.	148-20 - R02CM, T11N, Section 36, E	
DWG NAME	148-20 - R02CM.DWG	
APPROVED DATE		

AUTH: BEARINGS ARE ON OKLAHOMA STATE PLANNED COORDINATE SYSTEM, OKLAHOMA NORTH ZONE, DATUM: NAD 83, U.S. FEET, CENTRE: MONUMENT DESCRIPTION - HIG MARKET PLANE, SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT. SURVEYING IS AN INHERENT SKILL AND IS SUBJECT TO HUMAN ERROR BY INACCURACY AND OPINION.

Regular Board of Commissioners

2. g.

Meeting Date: 08/15/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

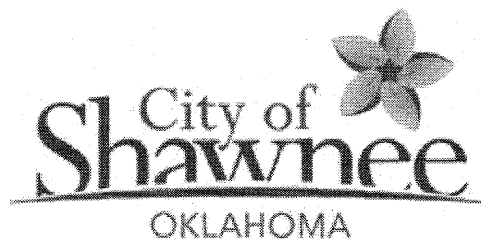
Reappointment

Attachments

Robinson

Spencer

Warwick



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>John A Robinson</u>	Application Date: <u>July 28, 2022</u>
Address: <u>501 E MacArthur ST, Shawnee, OK 74804</u>	Date of Birth: <u>November 21, 1949</u>
Mailing Address: <u>501 E MacArthur ST, Shawnee, OK 74804</u>	
Daytime Phone: <u>4052757400</u>	Fax: <u>40527857401</u> Email: <u>JAR@RobinsonEye.com</u>
Profession: <u>Physician</u>	
Business Name: <u>Robinson Eye Institute, PLLC</u>	
Business Address: <u>501 E MacArthur ST, Shawnee, OK 74804</u>	
Business Phone: <u>4052757400</u>	Fax: <u>4052757401</u> Email: <u>JAR@RobinsonEye.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☒ No ☐

If so, please list the board/committee: Shawnee Hospital Authority

How many years have you lived in Shawnee? 43 years

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

☐ Airport Advisory Board	☐ Library Board
☐ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☐ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☒ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Other _____

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

Shawnee Hospital Authority has been and remains an important part of health care in our community and area.

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

Many years as a physician, previous hospital board member, medical staff committee member in Shawnee and previous

Asst Clinical Professor of Ophthalmology OU. Intensive health policy involvement as OK St Med Assn President.

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

Avedis Foundation Board, Oklahoma State Medical Association Former President and current Finance Committee

Chair, Previously Unity Hospital Board, Several medical staff committees at Unity and now St Anthony Shawnee

List education, including degree(s) earned:

Bachelor of Science in Physics, University of Kansas 1971

Doctor of Medicine, University of Kansas, 1795

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

Shawnee Hospital Authority, over 20 years

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

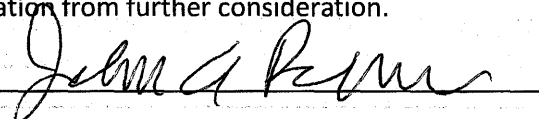
Name	Relationship	Telephone Number
Mike Warwick	Aveds Board Colleague	4052731013
Bryan Cain	Bank Board Colleague	4052758830
Steve Trotter, MD	Hospital physician colleague	4052759104

PLEASE READ CAREFULLY:

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

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

Signature



Date July 28, 2022

Revised April 25, 2022



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Jill Spencer</u>	Application Date: <u>07/28/22</u>
Address: <u>43305 Bob Crouch Dr., Tecumseh, OK 74873</u>	Date of Birth: <u>05/24/1962</u>
Mailing Address: <u>506 E Walnut, Tecumseh, OK 74873</u>	
Daytime Phone: <u>405-432-9611</u>	Fax: _____ Email: <u>jillspencer135@gmail.com</u>
Profession: <u>Banking</u>	
Business Name: <u>First United Bank</u>	
Business Address: <u>301 N Broadway, Tecumseh, OK 74873</u>	
Business Phone: <u>405-287-6023</u>	Fax: _____ Email: <u>jill.spencer@firstunitedbank.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☐ No ☒

Do you currently serve on a City board, committee, or commission? Yes ☐ No ☒

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 20 Years in Tecumseh

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

☐ Airport Advisory Board	☐ Library Board
☐ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☐ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☒ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Other _____

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

Service to Pottawatomie County

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

Careful consideration representing the southern cities of Pottawtomie County,

Avedis Foundation Board Member

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

Blue Zones

Avedis Foundation

List education, including degree(s) earned:

BA Psychology

MFA Arts

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

No

Have you ever been charged and/or convicted of a felony? No

If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Paul Bass	Friend/Co-worker	405-481-8421
Mike Massey	Lifelong Friend	405-585-8389

PLEASE READ CAREFULLY:

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

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

Signature Jill Spencer

Date 07/28/2022

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org



APPLICATION TO SERVE
Boards, Committees and Commissions

- ☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>MICHAEL P. WARWICK</u>	Application Date: _____
Address: <u>22 LADONNA, SHAWNEE, OK 74804</u>	Date of Birth: <u>07/22/1949</u>
Mailing Address: <u>P.O. BOX 1211, SHAWNEE, OK 74802-1211</u>	
Daytime Phone: <u>405-273-1554</u>	Fax: <u>NONE</u> Email: <u>warwickmp@aol.com</u>
Profession: <u>ATTORNEY</u>	
Business Name: <u>MICHAEL P. WARWICK, INC.</u>	
Business Address: <u>400 N. BROADWAY, SHAWNEE, OK 74801</u>	
Business Phone: <u>405-273-1554</u>	Fax: <u>NONE</u> Email: <u>warwickmp@aol.com</u>

Do you live within the City Limits of the City of Shawnee? Yes ☒ No ☐

Do you currently serve on a City board, committee, or commission? Yes ☒ No ☐

If so, please list the board/committee: SHAWNEE HOSPITAL AUTHORITY

How many years have you lived in Shawnee? 48

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

☐ Airport Advisory Board	☐ Library Board
☐ Arts and Culture Commission	☐ Oklahoma Baptist University Trust Authority
☐ Beautification, Parks, and Recreation Committee	☐ Planning Commission
☐ Board of Adjustment (Zoning)	☐ Senior Citizens of Shawnee Board
☐ Civic and Cultural Development Authority	☒ Shawnee Hospital Authority
☐ Community Service Contract Review Committee	☐ Shawnee Urban Renewal Authority
☐ Housing Authority	☐ Other _____

Why are you interested in serving on the Board/Committee/Commission selected above?
I HAVE SERVED FOR ABOUT 20 YEARS AND WISH TO CONTINUE SERVING THE CITY AND ITS CITIZENS

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

I AM AN ATTORNEY AND HAVE SERVED ON HEALTHCARE RELATED BOARDS FOR YEARS INCLUDING THE HOSPITAL AUTHORITY, REACT AMBULANCE AUTHORITY, I DID THE LEGAL WORK TO CREATE THE AMBULANCE AUTHORITY.

What civic or volunteer activities (if any) are you currently involved in?
AVEDIS BOARD OF DIRECTORS

List education, including degree(s) earned:
H.S. DEWEY, OK-1967, B.A. OU-1970, J.D. OU-1974

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?
REACT AMBULANCE-12 YEARS, SHAWNEE HOSPITAL AUTHORITY-22 YEARS

Have you ever been charged and/or convicted of a felony? NO
If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):

Have you ever declared personal or business bankruptcy? NO
If so, please explain:

Please include up to three personal or professional references:

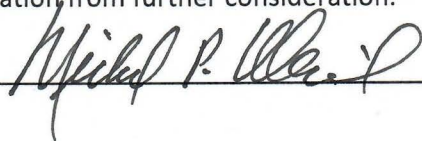
Name	Relationship	Telephone Number
NICK ATWOOD	BUSINESS/PROFESSIONAL	405-312-8155
JOE VORNDREN	BUSINESS/PROFESSIONAL	405-833-2005
CHARLES LASTER	BUSINESS/PROFESSIONAL	405-273-2910

PLEASE READ CAREFULLY:

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

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

Signature



Date

7/28/22

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org

Regular Board of Commissioners

5.

Meeting Date: 08/15/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Memo

Ordinance



Office of Engineering

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

Date: August 11, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 8, Article VIII “Medical Marijuana”

Background:

In September of 2018, the City of Shawnee approved an ordinance to amend Chapter 8 and establish an article regarding Medical Marijuana. In September of 2021, license and permit requirements were added to Chapter 8.

To comply with evolving State of Oklahoma Medical Marijuana regulations, the proposed ordinance amends Chapter 8 to comply with the recently passed Senate Bill 1726, which amends definitions for Public and Private schools, and alters how distance requirements are calculated.

Financial Impact: N/A

Attachment: Ordinance

Staff Recommendation: Approval of Ordinance

ORDINANCE NO. _____ NS

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.

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

WHEREAS, State of Oklahoma recently passed Senate Bill 1726 which amends 63 O.S. §§ 420 et seq.; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: AMENDATORY: Section 8-541 – (*Public School*) of the Shawnee Municipal code shall be amended to read as follows:

Public school means a preschool, elementary, middle, high school, or technology center school established under state law, regulated by the local state authorities in the various political subdivisions, funded and maintained by public taxation, and open and free to all children of the particular district where the school is located. (State Law Reference 63 O.S. § 427.2(58).)

Section 2: AMENDATORY: Section 8-541 – (*Private School*) of the Shawnee Municipal code shall be amended to read as follows:

Private school means a preschool, elementary, middle, or high school maintained by private individuals, religious organizations, or corporations, funded, at least in part, by fees or tuition, and open only to pupils selected and admitted based on religious affiliations or other particular qualifications. (State Law Reference 63 O.S. § 427.2(58).)

Section 3: AMENDATORY: Section 8-542(h) of the Shawnee Municipal code shall be amended to read as follows:

- (h) A permit will not be granted to any applicants where the proposed location would be located within 1,000 feet of a private school or public school. Further, the location of a commercial marijuana grower shall not adjoin to any public school or private school or be located at the same physical address as the public school or private school. (State Law Reference 63 O.S. § 425(G)(2).)

Section 4: AMENDATORY: Section 8-542(i) of the Shawnee Municipal code shall be amended to read as follows:

- (i) For the distance requirements outlined in this article, the distances described shall be computed as follows:
 - a. For retail marijuana dispensaries, the distance requirement shall be measured from the nearest property line of such public school or private school to the nearest perimeter wall of the licensed premises of such medical marijuana dispensary. (State Law Reference: 63 O.S. § 425(G)(1).)
 - b. For marijuana commercial growers, the distance requirement shall be measured from the nearest property line of such public school or private school to the nearest property line of the licensed premises of such medical marijuana commercial grower. (State Law Reference 63 O.S. § 425(G)(2).)
 - c. For proposed location for disposal facility, the distance requirement shall be measured from the nearest property line of such public school or private school to the nearest perimeter wall of the premises of such disposal facility. (State Law Reference 63 O.S. § 430(B)(3)(d).)
 - d. For types not specifically enumerated, the distance requirement shall be computed by direct measurement in a straight line from the nearest property

line of the public school or private school to the nearest perimeter wall of the licensed premises.

Section 5: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 6: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 7: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this ____ day of ____, 2022

ATTEST:
(SEAL)

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of ____, 2022.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

6.

Meeting Date: 08/15/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.)*

Attachments

Staff Report

Ordinance



Community Development

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

Date: August 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request for a Planned Unit Development (PUD) on ±8.79 acres north of West MacArthur Street and east of Acme Road.
Case No. PUD01-22 | Applicant: J. Bentley Investments, LLC.

Background: The subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The property is approximately 8.79 acres and is currently vacant. The request is for a Planned Unit Development (PUD), which includes rezoning from R-3 (Multi-family Residential District) and C-2 (Limited Commercial District) to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District) and approval of the corresponding PUD Design Statement and PUD Master Development Plan Map.

The Master Development Plan Map is a graphic representation of the development plan for the area. The PUD Design Statement is a written report with design guidelines based on variations to the Subdivision Regulations and Zoning Code. The PUD Design Statement and Master Development Plan Map shall serve as the basis for review approval of all subdivision plats and building permits within the PUD. Both documents shall be adopted with the PUD ordinance.

Planning Commission recommended approval of the application PUD01-22 at its regular August 3, 2022, meeting on a 5-0 vote.

Financial Impact: Not Applicable

Attachment: Application, supporting documents, and ordinance

Recommendation: Approval of Case No. PUD01-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 8.3.2022 – City of Shawnee, Oklahoma

Staff Report – PUD01-22 – Planned Unit Development – NE of W. MacArthur St. & Acme Rd.

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: July 22, 2022

Subject: PUD01-22 – Request for a Planned Unit Development (PUD) on approximately 8.79 acres of land located North of W. MacArthur St. and east of Acme Road to develop duplex residential and commercial uses.

=====

Background

The application is for a rezoning from R-3 (Multi-family Residential District) and C-2 (Limited Commercial District) to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District) with a Planned Unit Development (PUD) zoning overlay for design standards. The subject property is generally located north of W. MacArthur St. and east of Acme Rd. The land is approximately 8.79 acres and is currently vacant.

Discussion

The proposed Planned Unit Development (PUD) is the second phase of commercial and residential development in this area by J. Bentley Investments, LLC. The project's name is Belmont Park Addition Phase 2, adjacent east of Phase 1. The PUD indicates the construction of two (2) commercial structures along W. MacArthur St. The space between the buildings provides access to twenty-one (21) lots subdivided for single-family or duplexes residences by a private street.

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] {DIVISION 11. – GENERAL} Provisions of Planned Unit Development (PUD), **Sec. 22-499. - General.**

- (a) *“A planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls. The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.”*

Zoning Code (Code) Section 22-501. - Planned unit development authorized.

The PUD master plan shall consist of two elements:

1. Design statement and
2. Master development plan map.

Both elements are included with this staff report for review.

A master development plan map shall be a graphic representation of the development plan for the area, and the PUD design statement shall be a written report submitted as a part of the PUD master plan containing a minimum of the following elements:

The following design standards shall be specifically included as review criteria for the evaluation of a PUD application.

- Purpose.
- Design.
- Usage.
- Adherence to code.
- Gross density.
- Housing type.
- Open space.
- Amenities.
- Minimum land area and frontage.
- Streets.

The requested variations to the Subdivision Regulations and the Zoning Code within PUD01-22 are described below. This information is included within the attached Design Statement for Belmont Park Addition, Phase 2. Staff has reviewed the variations requests and finds them acceptable.

Subdivision Regulations:

Sec. 40.2.1.H-Table 1 establishes design standards for streets. *(The development is reducing the right-of-way width from 50 feet to 25 feet, the paving width from 26 feet to 24 feet, eliminating the six-inch curb, and extending the maximum cul-de-sac length from 500 feet to 775 feet. This Section of the Subdivision Regulations states that when topography or ownership creates a hardship, the Planning Commission may waive the 500 feet maximum cul-de-sac length, but in no case shall the cul-de-sac length be in excess of 1000 feet).*

Sec. 40.2.1T requires a cul-de-sac terminus to be no closer than 100 feet from the right-of-way line to the boundary of adjoining property. *(The cul-de-sac terminus has been adjusted so that it is more than 100 feet from the east and north property boundaries; however, the cul-de-sac is approximately 95 feet from the west property boundary.)*

Sec. 40.2.1T requires the turn-around of a cul-de-sac street to have a radius of not less than 50 feet at the property line and not less than 40 feet at the curb line. *(The cul-de-sac turn-around is in compliance with the radius required at the curb line but does not meet the radius of 50 feet at the property line due to the private drive easement having a narrower width than standard public streets.)*

Sec. 40.2.5B limits block length in residential areas to no more than 500 feet. *(The length of the block proposed in this development is slightly less than 800 feet.)*

Sec. 40.2.8 requires a plan for a system of sidewalks that will provide every lot within a residential or commercial subdivision with a reasonably close sidewalk connection with all of the community facilities and commercial enterprises located within or adjacent to the subdivision. *(The PUD eliminates the requirement for a sidewalk along the private drive, within each lot. A sidewalk is proposed along MacArthur Street adjacent to the commercial lots.)*

Sec. 60.8 allows rural land not served by City water and sanitary sewer facilities to be developed with private roadways. *(The proposed PUD property will be served with public water and sanitary sewer facilities.)*

Sec. 60.8.1B establishes a minimum easement width of 50 feet for a local street. *(The private drive easement proposed in the development will have a width of 25 feet; however, a utility easement 20 feet in width is being provided on each side of the private drive easement, which also will be platted as a utility easement.)*

Sec. 60.8.1D establishes a minimum lot size of two acres for developments proposing private roadways. *(Tracts 1 and 2 are proposing lots less than two acres in size and said lots are proposing to take access from a private drive.)*

Sec. 60.9.1B requires public water lines to be installed seven feet from the back of the street curb line. *(The public water lines are proposed to be constructed slightly less than seven feet from the private drive pavement except around the cul-de-sac. Efforts will be made to install as near to seven feet or more as possible.)*

Zoning Regulations:

Table 22-333 for the C-2 District establishes a side yard setback of 2 feet for every one foot of building height adjacent to a residential district and a rear yard setback of 15 feet for businesses not serviced from the rear. *(The PUD proposes a side and rear yard setback in the commercial Tract 1 of ten feet.)*

Table 22-293 establishes a minimum lot size of 10,000 square feet for 2 and 3-unit dwellings in the R-2 District. *(The PUD proposes duplex {2-unit dwelling} development on lots no less than 6,000 square feet and also creates a minimum lot size of 3,000 square feet for each unit within a duplex.)*

Table 22-293 establishes a minimum lot width of 80 feet for 2 and 3-unit dwellings in the R-2 District. *(The PUD reduces that lot width to 60 feet for a duplex structure and 30 feet for each unit within a duplex structure.)*

Table 22-293 establishes a minimum street frontage width of 50 feet for 2 and 3 unit dwellings in the R-2 District. *(The PUD reduces the street frontage width to 35 feet for a duplex structure.)*

Table 22-293 establishes a front yard setback of 25 feet and a side yard setback of 15 feet for a corner lot in the R-2 District. *(The PUD reduces the front building setback to 20 feet and clarifies that the setback is measured from the private drive curb line and permits a side yard setback of 5 feet for a corner lot.)*

Table 22-293 establishes a maximum lot coverage of 35% in the R-2 District for the building footprint. *(The PUD increases the lot coverage to 65% for the building footprint.)*

Section 22-297(1)a, states that no dwelling shall be erected on a lot which does not abut on an approved street built according to the subdivision and development standards specified in the **Dimensional Standards** provided in **Section 22-293**. *(The PUD is permitting duplex dwellings to front and take access from a private drive slightly narrower in paving and easement width than the widths provided by the Dimensional Standards noted above.)*

Chapter 3, Article III, Division 4 relating to non-accessory signs. *(The PUD will permit a non-accessory sign for the duplex development in Tract 2 to be located in Tract 1.)*

Additionally, staff notes that in the Zoning Code, **Sec. 22-503.3 (j). - Streets**. *“Development of a private street system should be considered appropriate under certain conditions subject to approval of the City Engineer. However, a private street system shall not serve as a reason for reduction in minimum design and paving standards in urban areas.”* The City Engineer has reviewed the street on the PUD master Map and finds it satisfactory.

The PUD master plan shall serve as the basis for review approval of all subdivision plats and building permits within the PUD.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PUD01-22**, which seeks to develop duplex residential and commercial uses. The PUD master plan, design statement, and map shall be adopted as a part of the ordinance.

This application will be heard at the regular City Commission meeting on Monday, August 15, 2022, at 6:00 p.m. in the Commission Chambers of City Hall.

PLANNED UNIT DEVELOPMENT
DESIGN STATEMENT
FOR
BELMONT PARK ADDITION
PHASE 2

April 5, 2022

~~April 26, 2022~~

June 14, 2022

PREPARED FOR:

**J. Bentley Investments, LLC
3117 N. Sooner Road, Suite 150
Edmond, OK 73034
Phone: (405) 265-0641**

PREPARED BY:

**Grubbs Consulting LLC
1800 South Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
mark.grubbs@gc-okc.com**

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SECTION 1.0 INTRODUCTION

This Planned Unit Development consists of 8.79 acres and is proposed for a duplex residential development with lots fronting private drives. The property is located north of MacArthur Street and east of Acme Road.

SECTION 2.0 LEGAL DESCRIPTION

The property is located in the Southwest Quarter of Section 2, Township 10 North, Range 3 East of the Indian Meridian in Pottawatomie County. The legal description of the property in its entirety is described in Exhibit A, attached, and made a part of this Design Statement.

SECTION 3.0 OWNER/DEVELOPER

The owner and developer of this property is J. Bentley Investments, LLC.

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is currently zoned R-3 Multi-Family Residential and C-2 Limited Office Commercial District. Property to the west is zoned C-3 and R-3. The C-3 property is occupied with two office buildings and the R-3 property is primarily vacant with a multi-family residential development to the north. Property to the north is occupied with apartments and zoned R-3. Property to the east is zoned RE Residential Estates District and occupied with residences, and property to the south is zoned C-2 Limited Office and I-2 Light Industrial Districts and used for office and warehouse development.

SECTION 5.0 PHYSICAL CHARACTERISTICS

The property drains from the south and north into the lower area within the middle of the property. The property is primarily grassy areas with a limited number of trees in the northern portion. There is an approximate 220 Acre drainage basin draining through the property from the east. This drainage area will be picked up by a concrete drainage channel and carried across the site. The 100-year water surface elevation will remain within the proposed concrete channel liner. The soils on the site consist of a silty clay loam with 1 to 6% slopes.

SECTION 6.0 CONCEPT

The concept for the PUD is to provide for slightly less than one acre of office/commercial development along the arterial street frontage and approximately eight acres of duplex residential development on a private drive designed as a cul-de-sac street. Residential density would be five units per acre in the duplex residential tract.

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The property abuts and will take access from MacArthur Street. Interior access will be from a private drive.

7.2 SANITARY SEWER

Public sanitary sewer will be provided to the site.

7.3 WATER

Public water lines will be provided to the site.

7.4 FIRE PROTECTION

Appropriate fire lines and hydrants will be extended throughout the development as required.

7.5 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

8.0 CODE VARIATIONS

Subdivision Regulations:

- **Sec. 40.2.1.H-Table 1 establishes design standards for streets.** *(The development is reducing the right-of-way width from 50 feet to 25 feet, the paving width from 26 feet to 24 feet, eliminating the six inch curb, extending the maximum cul-de-sac length from 500 feet to 775 feet. This Section of the Subdivision Regulations states that when topography or ownership create a hardship, the Planning Commission may waive the 500 feet maximum cul-de-sac length, but in no case shall the cul-de-sac length be in excess of 1000 feet).*
- **Sec. 40.2.1T requires a cul-de-sac terminus to be no closer than 100 feet from the right-of-way line to the boundary of adjoining property.** *(The cul-de-sac terminus has been adjusted so that it is more than 100 feet from the east and north property boundaries; however, the cul-de-sac is approximately 95 feet from the west property boundary.)*
- **Sec. 40.2.1T requires the turn-around of a cul-de-sac street to have a radius of not less than 50 feet at the property line and not less than 40 feet at the curb line.** *(The cul-de-sac turn-around is in compliance with the radius required at the curb line but does not meet the radius of 50 feet at the property line due to the private drive easement having a narrower width than standard public streets.)*

- **Sec. 40.2.5B limits block length in residential areas to no more than 500 feet.** *(The length of the block proposed in this development is slightly less than 800 feet.)*
- **Sec. 40.2.8 requires a plan for a system of sidewalks that will provide every lot within a residential or commercial subdivision with a reasonably close sidewalk connection with all of the community facilities and commercial enterprises located within or adjacent to the subdivision.** *(The PUD eliminates the requirement for a sidewalk along the private drive, within each lot. A sidewalk is proposed along MacArthur Street adjacent to the commercial lots.)*
- **Sec. 60.8 allows rural land not served by City water and sanitary sewer facilities to be developed with private roadways.** *(The proposed PUD property will be served with public water and sanitary sewer facilities.)*
- **Sec. 60.8.1B establishes a minimum easement width of 50 feet for a local street.** *(The private drive easement proposed in the development will have a width of 25 feet; however, a utility easement 20 feet in width is being provided on each side of the private drive easement, which also will be platted as a utility easement.)*
- **Sec. 60.8.1D establishes a minimum lot size of two acres for developments proposing private roadways.** *(Tracts 1 and 2 are proposing lots less than two acres in size and said lots are proposing to take access from a private drive.)*
- **Sec. 60.9.1B requires public water lines to be installed seven feet from the back of the street curb line.** *(The public water lines are proposed to be constructed slightly less than seven feet from the private drive pavement except around the cul-de-sac. Effort will be made to install as near to seven feet or more as possible.)*

Zoning Regulations:

- **Table 22-333 for the C-2 District establishes a side yard setback of 2 feet for every one foot of building height adjacent to a residential district and a rear yard setback of 15 feet for businesses not serviced from the rear.** *(The PUD proposes a side and rear yard setback in the commercial Tract 1 of ten feet.)*
- **Table 22-293 establishes a minimum lot size of 10,000 square feet for 2 and 3 unit dwellings in the R-2 District.** *(The PUD proposes duplex {2-unit dwelling} development on lots no less than 6,000 square feet and also creates a minimum lot size of 3,000 square feet for each unit within a duplex.)*
- **Table 22-293 establishes a minimum lot width of 80 feet for 2 and 3 unit dwellings in the R-2 District.** *(The PUD reduces that lot width to 60 feet for a duplex structure and 30 feet for each unit within a duplex structure.)*
- **Table 22-293 establishes a minimum street frontage width of 50 feet for 2 and 3 unit dwellings in the R-2 District.** *(The PUD reduces the street frontage width to 35 feet for a duplex structure.)*

- **Table 22-293 establishes a front yard setback of 25 feet and a side yard setback of 15 feet for a corner lot in the R-2 District.** *(The PUD reduces the front building setback to 20 feet and clarifies that the setback is measured from the private drive curb line and permits a side yard setback of 5 feet for a corner lot.)*
- **Table 22-293 establishes a maximum lot coverage of 35% in the R-2 District for the building footprint.** *(The PUD increases the lot coverage to 65% for the building footprint.)*
- **Section 22-297(1)a states that no dwelling shall be erected on a lot which does not abut on an approved street built according to the subdivision and development standards specified in the Dimensional Standards provided in Section 22-293.** *(The PUD is permitting duplex dwellings to front and take access from a private drive slightly narrower in paving and easement width than the widths provided by the Dimensional Standards noted above.)*
- **Chapter 3, Article III, Division 4 relating to non-accessory signs.** *(The PUD will permit a non-accessory sign for the duplex development in Tract 2 to be located in Tract 1.)*

SECTION 9.0 SPECIAL DEVELOPMENT REGULATIONS

The following Special Development Regulations and/or limitations are placed upon the development of this PUD. Planning and zoning regulations will be those which are in effect at the time of development of this PUD. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this PUD. For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Shawnee's Municipal Code as such exists at the time of development of this PUD. In the event of conflict between provisions of this PUD and any of the provisions of the Municipal Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, such Special Use and Development Regulations of this PUD shall prevail and be controlling

The property is divided into two tracts, as illustrated on the attached Master Development Plan Map. The boundaries of said tracts may be permitted to increase or decrease by not more than 20%. An approved preliminary and/or final plat shall establish tract boundaries.

9.1 USE AND DEVELOPMENT REGULATIONS FOR TRACT 1

In Tract 1 the use and development regulations of the C-2 Limited Office District shall govern development, including accessory and conditional uses subject to their

appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

- a) Side and rear yard setback shall be ten feet.

9.2 USE AND DEVELOPMENT REGULATIONS FOR TRACT 2

In Tract 2 the use and development regulations of the R-2 Medium Density Residential District shall govern development, including accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

- a) Minimum lot size for a duplex structure (two units) shall be 6000 square feet.
- b) Minimum lot size for one unit of a duplex structure shall be 3000 square feet.
- c) Minimum lot width for a duplex structure (two units) shall be 60 feet. Minimum lot width for each unit shall be 30 feet.
- d) Minimum street frontage width shall be 35 feet for 2-3 units.
- e) Minimum front yard setback shall be 20 feet. Front building setback shall be measured from the private drive curb line.
- f) Side yard setback for a corner lot shall be 5 feet.
- g) Rear yard setback shall be 10 feet.
- h) Maximum lot coverage shall be 65% (building footprint).

9.3 LANDSCAPE & SCREENING REGULATIONS

- a) Tracts 1 and 2 shall meet all requirements of the City of Shawnee's Landscaping Ordinance in place at the time of development.

9.4 ACCESS, PARKING AND DRIVE REGULATIONS

- a) Tract 1 uses shall conform to current ordinance requirements relating to parking, except that maneuvering for required parking shall be permitted within private drives/access easements.
- b) Single Family and/or Duplex Residential development in Tract 2 shall not require the establishment of an approved street as defined in Section 22-297(1)a. Frontage and access for single family and/or duplex residential lots may be from a private drive.
- c) The private drive shall be placed within a platted private shared parking and access easement, or a platted common area designated for access purposes. The private shared parking and access easement provides access and legal frontage to all lots. A property owners association through the use of recorded covenants and restrictions shall regulate maintenance of the private drives. The private shared parking and access easement shall remain open and/or accessible for emergency vehicles and public utility vehicles. Parking is not permitted within said private drive; however, maneuvering for parking is permitted.
- d) In Tract 2, private drives providing access to single family and/or duplex residential lots shall maintain a minimum width of 24 feet. The drive will be

constructed to a paving section standard equal to that of a public street design including a stabilized sub-base, curb and gutter or laid down or rolled curb, and a concrete or asphalt cross-section equal to driveway standards.

- e) Each single family or duplex unit shall have a two-car garage and adequate space in driveway width for two cars.

9.5 SIGN REGULATIONS

- a) A free-standing sign identifying Tract 2 development shall be permitted at the entrance off of MacArthur Street.
- b) Tract 1 signage shall allow one free-standing sign for each building.

9.6 COMMON AREA REGULATIONS

- a) Maintenance of common areas and private drainage easements is the responsibility of the property owner's association and/or property owners within the PUD, and as depicted within covenants and restrictions filed as separate documents. No structures, storage of material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within drainage related common areas or drainage easements.

9.7 OTHER REGULATIONS

- a) Sidewalks shall not be required along private drives that serve single family or duplex residential development.
- b) A sidewalk shall be provided along MacArthur Street.
- c) Both tracts will be developed under one phase.

SECTION 10.0 EXHIBITS

The following exhibits are hereby attached and incorporated into this PUD. These exhibits are:

EXHIBIT A: LEGAL DESCRIPTION

EXHIBIT B: MASTER DEVELOPMENT PLAN MAP

EXHIBIT C: TOPOGRAPHY MAP

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;

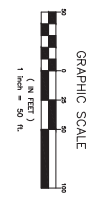
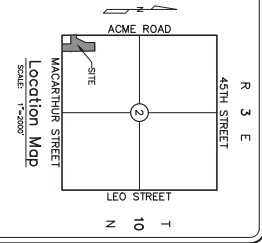
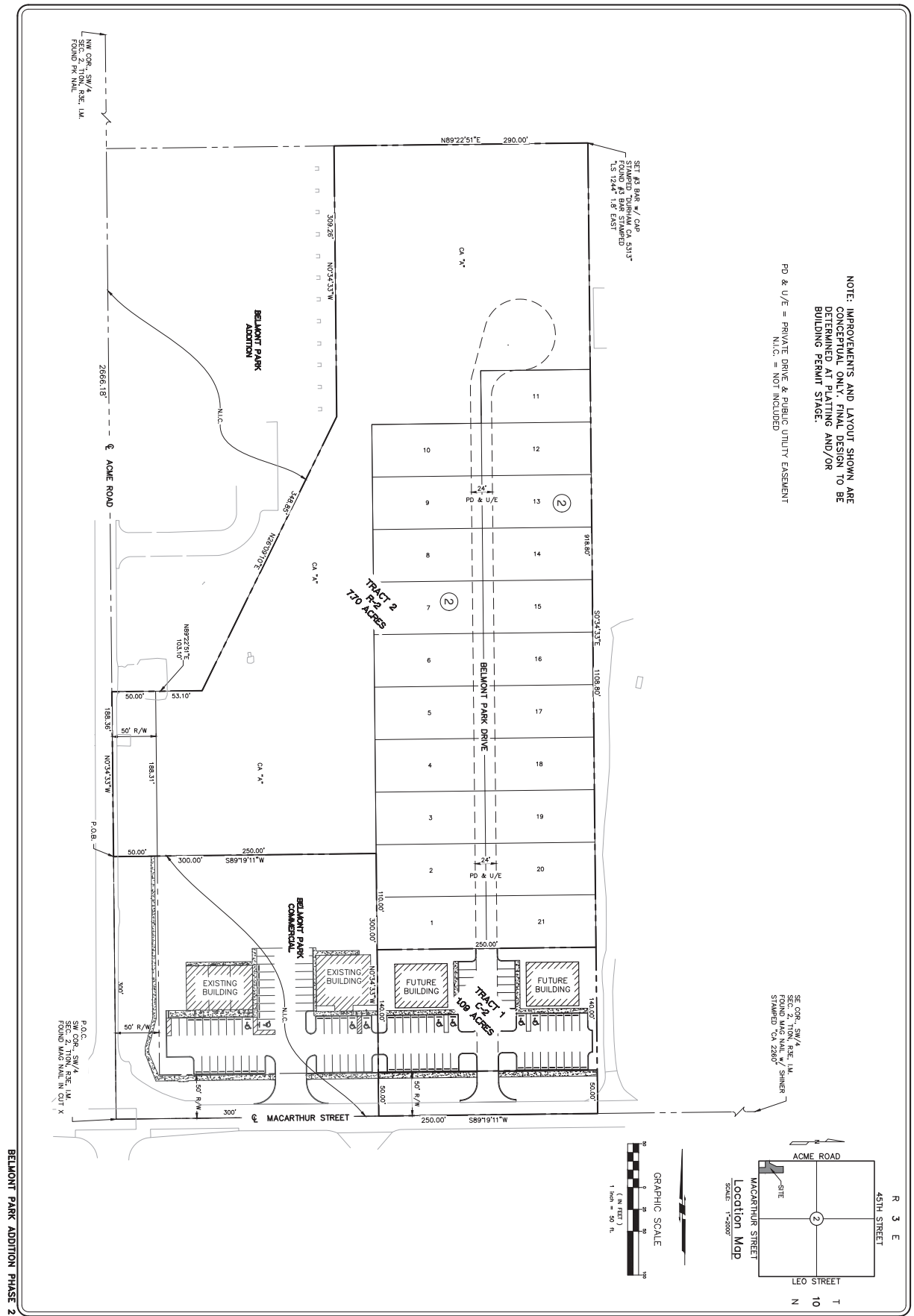
THENCE South 89°19'11" West, parallel with the South line of said Southwest Quarter (SW/4), a distance of 300.00 feet to the **POINT OF BEGINNING**.

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.

NOTE: IMPROVEMENTS AND LAYOUT SHOWN ARE
CONCEPTUAL ONLY. FINAL DESIGN TO BE
DETERMINED AT PLATTING AND/OR
BUILDING PERMIT STAGE.

PD & U/E = PRIVATE DRIVE & PUBLIC UTILITY EASEMENT
N.I.C. = NOT INCLUDED



BELMONT PARK ADDITION PHASE 2

EXH B

SHEET NUMBER

15-030

Proj. No.: 15-030
Date: 05/06/2022
Scale: (Horizontal) 1"=50'
(Vertical) N/A
Drawn By: JMB
Checked By: JMB
Approved By: JMB

REVISIONS		
NO.	DESCRIPTION	DATE

**BELMONT PARK ADDITION
PHASE 2**

MACARTHUR ST. & ACME RD.
SHAWNEE, POTTAWATOMIE CO., OKLAHOMA

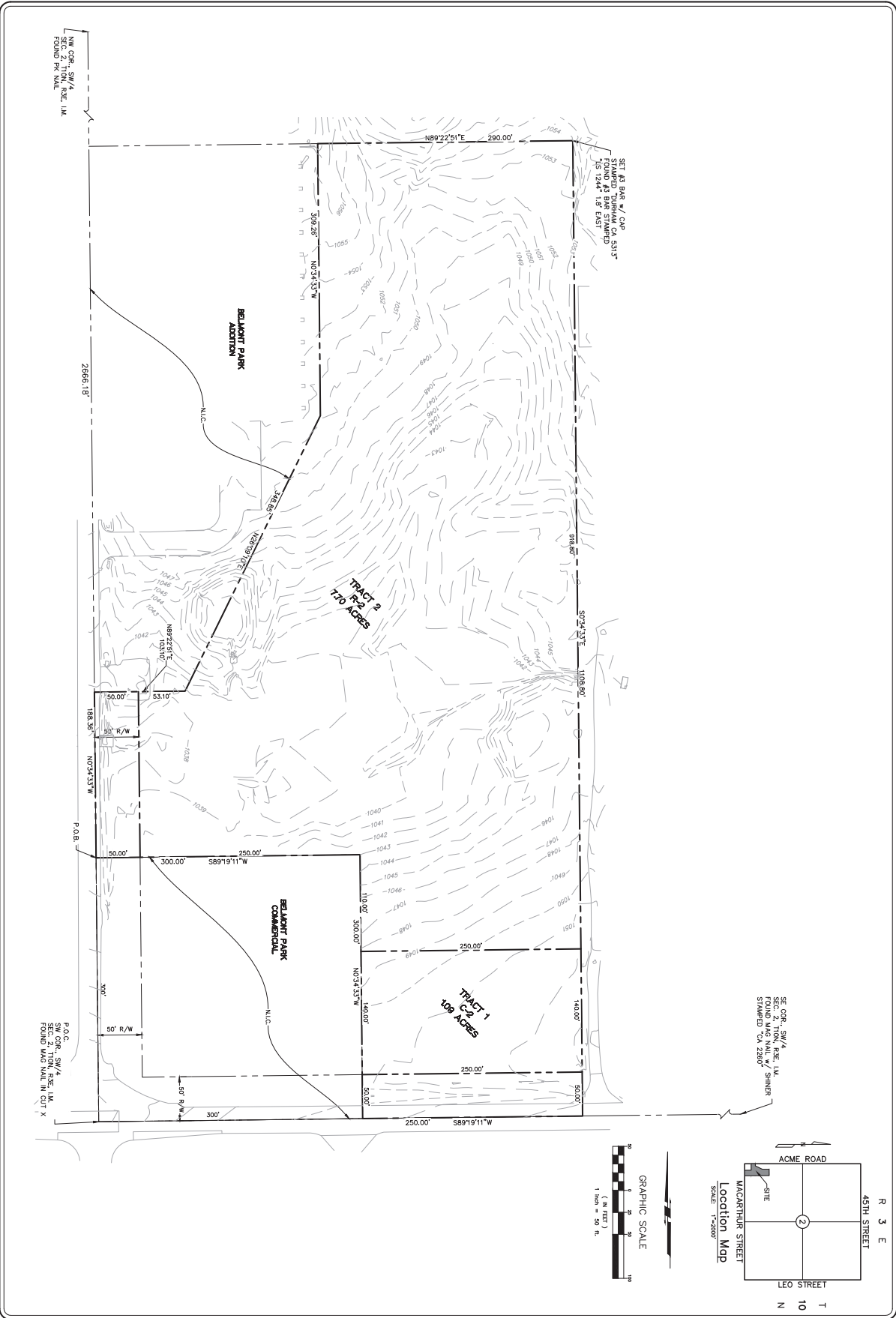
MASTER DEVELOPMENT PLAN

RUBBS CONSULTING, LLC

CIVIL ENGINEERING & LAND PLANNING

1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 285-0641
Fax: (405) 285-0649

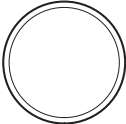
RUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/22



EXHC

REVISIONS		
NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**BELMONT PARK ADDITION
PHASE 2**
MACARTHUR ST. & ACME RD.
SHAWNEE, POTTAWATOMIE CO., OKLAHOMA
TOPOGRAPHY MAP



RUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 285-0641
Fax: (405) 285-0645
GRUBBS CONSULTING, LLC. CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/2024

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 20200001625, AND A PORTION OF UN-PLATTED 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, SAID POINT BEING THE NORTHWEST CORNER OF BELMONT PARK COMMERCIAL, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 201800007027;

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 PLAT RECORDED IN INSTRUMENT NUMBER 201700013786;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID BELMONT PARK 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, (308.99 FEET PLATTED), 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 50.00 FEET TO THE SOUTHEAST CORNER OF SAID BELMONT PARK COMMERCIAL II;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID BELMONT PARK COMMERCIAL II FOR THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°19'11" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.00 FEET;
2. NORTH 00°34'33" WEST, A DISTANCE OF 190.00 FEET TO THE NORTHWEST CORNER OF SAID BELMONT PARK COMMERCIAL II;

THENCE ALONG THE EAST AND NORTH LINES OF BELMONT PARK COMMERCIAL FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°34'33" WEST, A DISTANCE OF 110.00 FEET;
2. 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.

SUBDIVISION AREA: 8.79 ACRES (GROSS)

PROPOSED LOTS: 20 DUPLEX
2 COMMERCIAL

COMMON AREA: 3.66 ACRES

CURRENT ZONING: R-3 (7.70 ACRES)
C-2 (0.80 ACRES)

PROPOSED ZONING: PUD (TRACT 1 = C-2, 0.80 AC)
(TRACT 2 = R-2, ±8.0 AC)

DENSITY: 2.60 UNITS/ACRE

PROPOSED DENSITY: TRACT 2 = 20 D/2 LOTS (40 UNITS) ON 8.0 AC = 5 DU/AC

MASTER DEVELOPMENT PLAN

BELMONT PARK ADDITION
PHASE 2

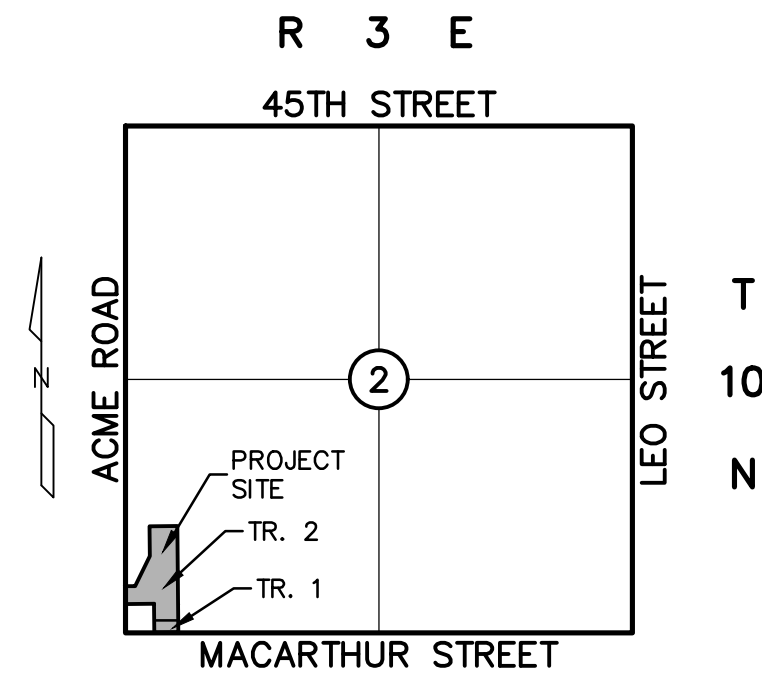
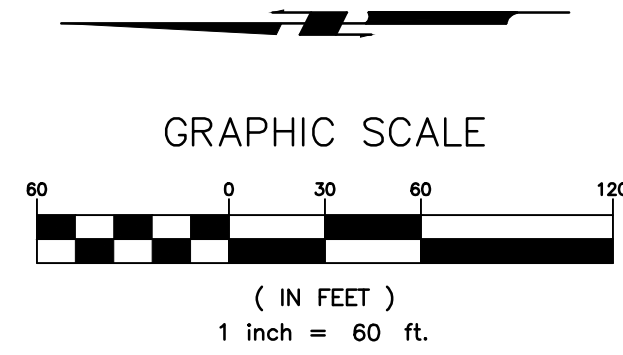
A REPLAT OF LOT 1 & 2, BELMONT COMMERCIAL II, AND A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER:
J. BENTLEY INVESTMENTS, LLC
3117 N. SOONER RD, STE 150
EDMOND, OK 73034

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S SARA RD
YUKON, OK 73099
(405) 265-0641
FAX: (405) 265-0649

NOTE:

1. MAINTENANCE OF COMMON AREAS AND PRIVATE DRIVES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
2. SHARED PARKING & ACCESS PERMITTED BETWEEN LOTS 1 & 2, BLOCK 3.
3. 20' B/L IS BASED OFF OF AND SET BACK FROM PRIVATE DRIVE EASEMENT.
4. VARIANCE TO SECTION 22-297 OF THE ZONING CODE RELATING TO LOTS ABUTTING AN APPROVED STREET & THE DESIGN STANDARDS OF A PRIVATE STREET.
5. VARIANCE TO CHAPTER 3, ARTICLE III, DIV. 4 RELATING TO OFF-PREMISE SIGNS. PUD WILL PERMIT A NEIGHBORHOOD IDENTIFICATION SIGN IN TRACT 1.
6. VARIANCE TO 40.2.5B OF SUBDIVISION REGULATIONS RELATING TO BLOCK LENGTH OF 500 FT.
7. VARIANCE TO 40.2.8 RELATING TO SIDEWALKS ALONG RESIDENTIAL STREETS.
8. VARIANCE TO 60.8 RELATING TO PRIVATE ROADS ONLY PERMITTED IN AREAS NOT SERVED BY PUBLIC WATER & SANITARY SEWER.
9. VARIANCE TO 60.8.1B RELATING TO REQUIRED EASEMENT WIDTH OF 50 FEET FOR A LOCAL STREET.
10. VARIANCE TO 60.8.1D RELATING TO MINIMUM 2 ACRE LOT SIZE FOR DEVELOPMENTS PROPOSING PRIVATE STREETS.
11. VARIANCE TO 60.9.1B REQUIRING PUBLIC WATER LINES TO BE INSTALLED A MINIMUM OF SEVEN FEET FROM THE BACK OF THE STREET CURB LINE.



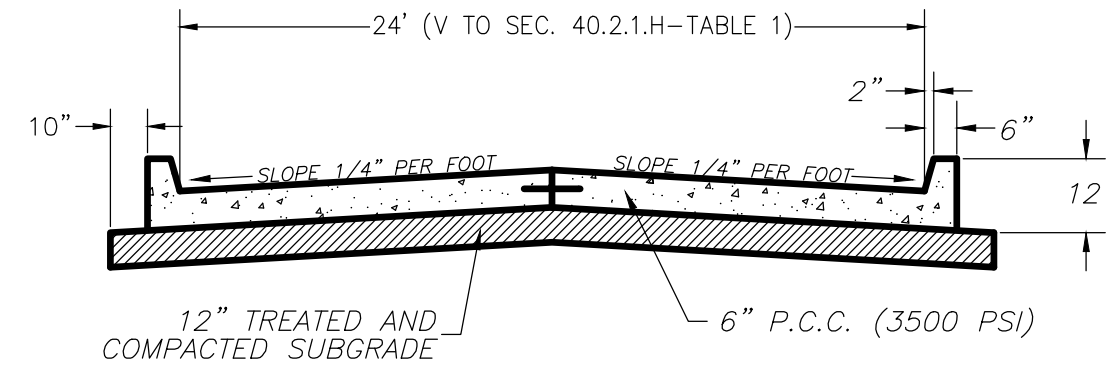
LOCATION MAP
SCALE: 1"=2000'

Legend

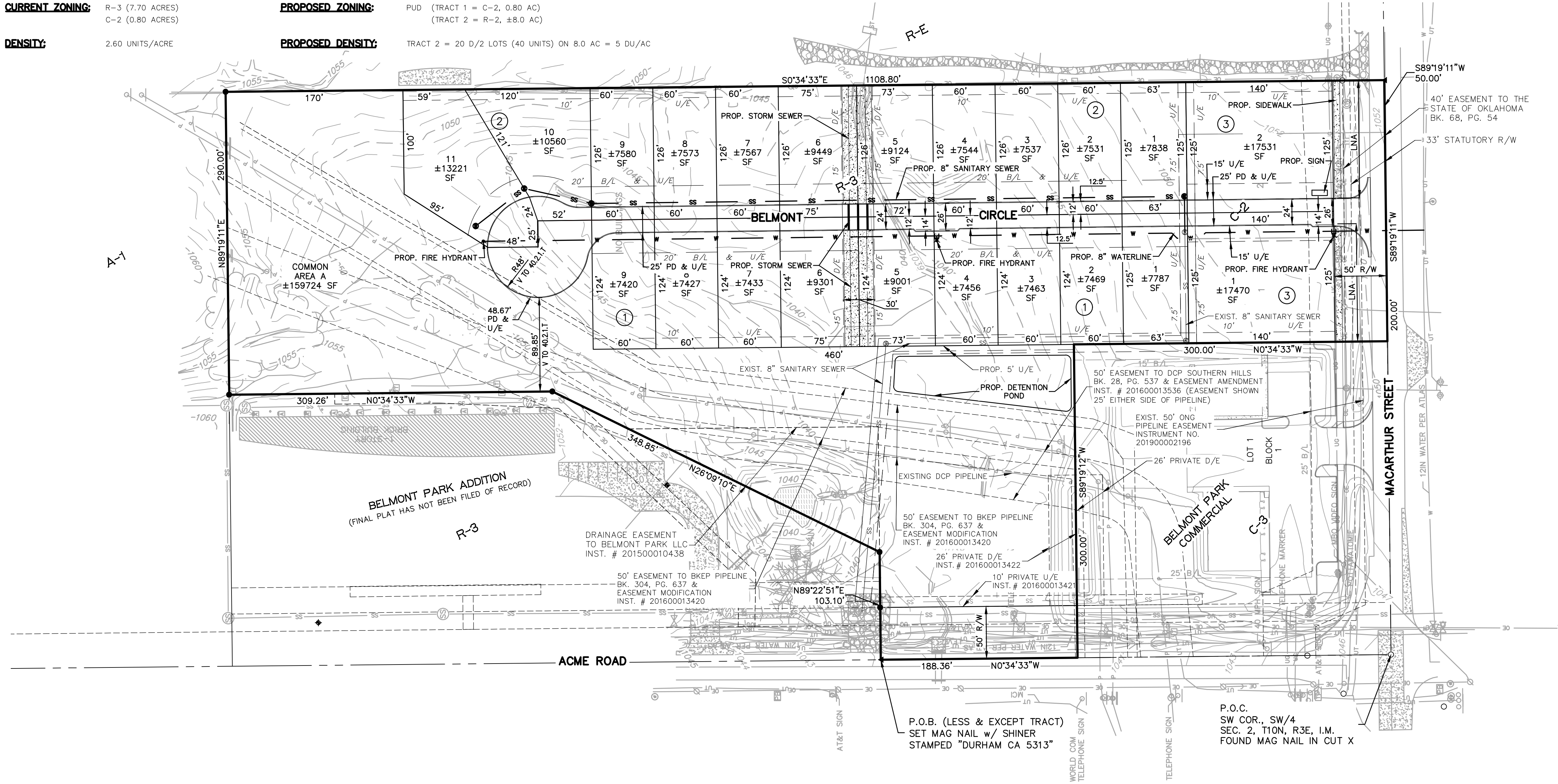
V = VARIANCE
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
D/E = PUBLIC DRAINAGE EASEMENT
D & U/E = PUBLIC DRAINAGE & UTILITY EASEMENT
PDE = PRIVATE DRAINAGE EASEMENT
CA = COMMON AREA
ROW = RIGHT-OF-WAY
PD & U/E = PRIVATE DRIVE & PUBLIC UTILITY EASEMENT

Lot Requirements

BUILDING SETBACKS: FRONT = 20 FEET-V TO 22-293
SIDE = 5 FEET-V TO 22-333
REAR = 10 FEET-V TO 22-333
MINIMUM AREA: 6,000 SQ. FT. (2 UNITS)-V TO 22-293
MINIMUM LOT WIDTH: 60 FEET-V TO 22-293
MAXIMUM COVERAGE: 65%-V TO 22-293



**CURB & GUTTER - CONCRETE
TYPICAL GRADING AND SURFACING SECTION**
N.T.S.



DATE OF PREPARATION: JUNE 23, 2022

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/22

PRELIMINARY PLAT OF BELMONT PARK ADDITION PHASE 2

ORDINANCE NO. _____

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.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 15th day of August, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to a PUD (Planned Unit Development).

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

SECTION 1: That the following described property located in the City of Shawnee, 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.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2022.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

7.

Meeting Date: 08/15/2022

Preliminary Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Staff Report



Community Development

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

Date: August 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Preliminary Plat on ± 8.79 acres north of West MacArthur Street and east of Acme Road.
Case No. PPL02-22 | Applicant: J. Bentley Investments, LLC.

Background: The subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres. An application for a Planned Unit Development (PUD) of the property, which includes rezoning to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District), is processed concurrently with this preliminary plat application.

Staff reviewed the Preliminary Plat submittal of the Belmont Park Addition, Phase 2 subdivision and found it satisfactory. The proposed Preliminary Plat is the same illustration as the PUD Master Development Plan Map. The applicant elected to submit the PUD and Preliminary Plat applications together to ensure consistency.

Planning Commission recommended approval of the application PPL02-22 at its regular August 3, 2022, meeting on a 5-0 vote.

Financial Impact: Not Applicable

Attachment: Application and supporting documents

Recommendation: Approval of Case No. PPL02-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 08.3.2022 – City of Shawnee, Oklahoma

Preliminary Plat Application -- PPL02-22 – Belmont Park Addition, Phase 2

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: July 22, 2022

Subject: PPL02-22 – Staff Report - Consideration of a request for a Preliminary Plat, Belmont Park Addition, Phase 2, on ±8.79 acres north of West MacArthur Street and east of Acme Road.

=====

Background

The subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres. The current zoning is R-3 (Multi-family Residential District) and C-2 (Limited Commercial District). An application for a Planned Unit Development (PUD) of the property which will include rezoning to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District) is processed concurrently with this preliminary plat application.

Discussion

Staff reviewed the Preliminary Plat submittal of the Belmont Park Addition, Phase 2 subdivision. The proposed preliminary plat is the same drawing as the Master development plan map. The applicant elected to submit the PUD and Preliminary Plat applications together to ensure consistency.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL02-22**, for the Preliminary Plat of Belmont Park Addition, Phase 2 subdivision as presented.

This application will be heard at the City Commission meeting on Monday, August 15, 2022, at 6:00 p.m. in the Commission Chambers of City Hall.

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 20200001625, AND A PORTION OF UN-PLATTED 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, SAID POINT BEING THE NORTHWEST CORNER OF BELMONT PARK COMMERCIAL, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 201800007027;

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 PLAT RECORDED IN INSTRUMENT NUMBER 201700013786;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID BELMONT PARK 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, (308.99 FEET PLATTED), 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 50.00 FEET TO THE SOUTHEAST CORNER OF SAID BELMONT PARK COMMERCIAL II;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID BELMONT PARK COMMERCIAL II FOR THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°19'11" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 200.00 FEET;
2. NORTH 00°34'33" WEST, A DISTANCE OF 190.00 FEET TO THE NORTHWEST CORNER OF SAID BELMONT PARK COMMERCIAL II;

THENCE ALONG THE EAST AND NORTH LINES OF BELMONT PARK COMMERCIAL FOR THE FOLLOWING TWO (2) COURSES:

1. NORTH 00°34'33" WEST, A DISTANCE OF 110.00 FEET;
2. 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.

SUBDIVISION AREA: 8.79 ACRES (GROSS)

PROPOSED LOTS: 20 DUPLEX
2 COMMERCIAL

COMMON AREA: 3.66 ACRES

CURRENT ZONING: R-3 (7.70 ACRES)
C-2 (0.80 ACRES)

PROPOSED ZONING: PUD (TRACT 1 = C-2, 0.80 AC)
(TRACT 2 = R-2, ±8.0 AC)

DENSITY: 2.60 UNITS/ACRE

PROPOSED DENSITY: TRACT 2 = 20 D/2 LOTS (40 UNITS) ON 8.0 AC = 5 DU/AC

PRELIMINARY PLAT

BELMONT PARK ADDITION
PHASE 2

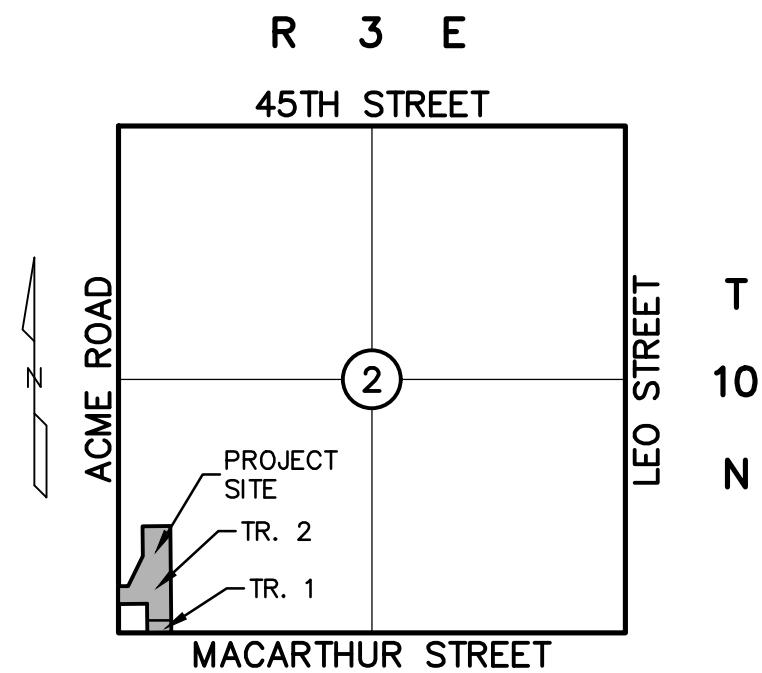
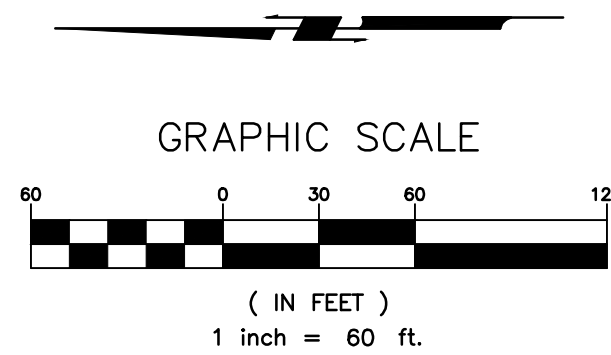
A REPLAT OF LOT 1 & 2, BELMONT COMMERCIAL II, AND A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER:
J. BENTLEY INVESTMENTS, LLC
3117 N. SOONER RD, STE 150
EDMOND, OK 73034

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S SARA RD
YUKON, OK 73099
(405) 265-0641
FAX: (405) 265-0649

NOTE:

1. MAINTENANCE OF COMMON AREAS AND PRIVATE DRIVES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
2. SHARED PARKING & ACCESS PERMITTED BETWEEN LOTS 1 & 2, BLOCK 3.
3. 20' B/L IS BASED OFF OF AND SET BACK FROM PRIVATE DRIVE EASEMENT.
4. VARIANCE TO SECTION 22-297 OF THE ZONING CODE RELATING TO LOTS ABUTTING AN APPROVED STREET & THE DESIGN STANDARDS OF A PRIVATE STREET.
5. VARIANCE TO CHAPTER 3, ARTICLE III, DIV. 4 RELATING TO OFF-PREMISE SIGNS. PUD WILL PERMIT A NEIGHBORHOOD IDENTIFICATION SIGN IN TRACT 1.
6. VARIANCE TO 40.2.5B OF SUBDIVISION REGULATIONS RELATING TO BLOCK LENGTH OF 500 FT.
7. VARIANCE TO 40.2.8 RELATING TO SIDEWALKS ALONG RESIDENTIAL STREETS.
8. VARIANCE TO 60.8 RELATING TO PRIVATE ROADS ONLY PERMITTED IN AREAS NOT SERVED BY PUBLIC WATER & SANITARY SEWER.
9. VARIANCE TO 60.8.1B RELATING TO REQUIRED EASEMENT WIDTH OF 50 FEET FOR A LOCAL STREET.
10. VARIANCE TO 60.8.1D RELATING TO MINIMUM 2 ACRE LOT SIZE FOR DEVELOPMENTS PROPOSING PRIVATE STREETS.
11. VARIANCE TO 60.9.1B REQUIRING PUBLIC WATER LINES TO BE INSTALLED A MINIMUM OF SEVEN FEET FROM THE BACK OF THE STREET CURB LINE.



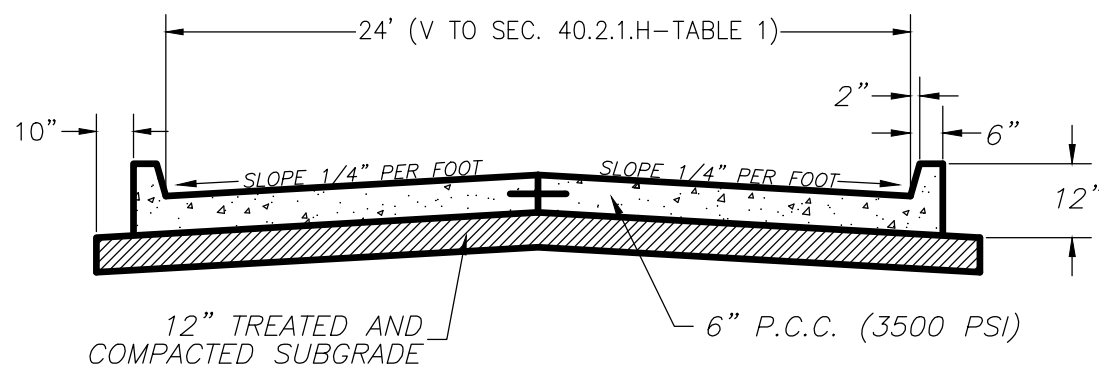
LOCATION MAP
SCALE: 1"=2000'

Legend

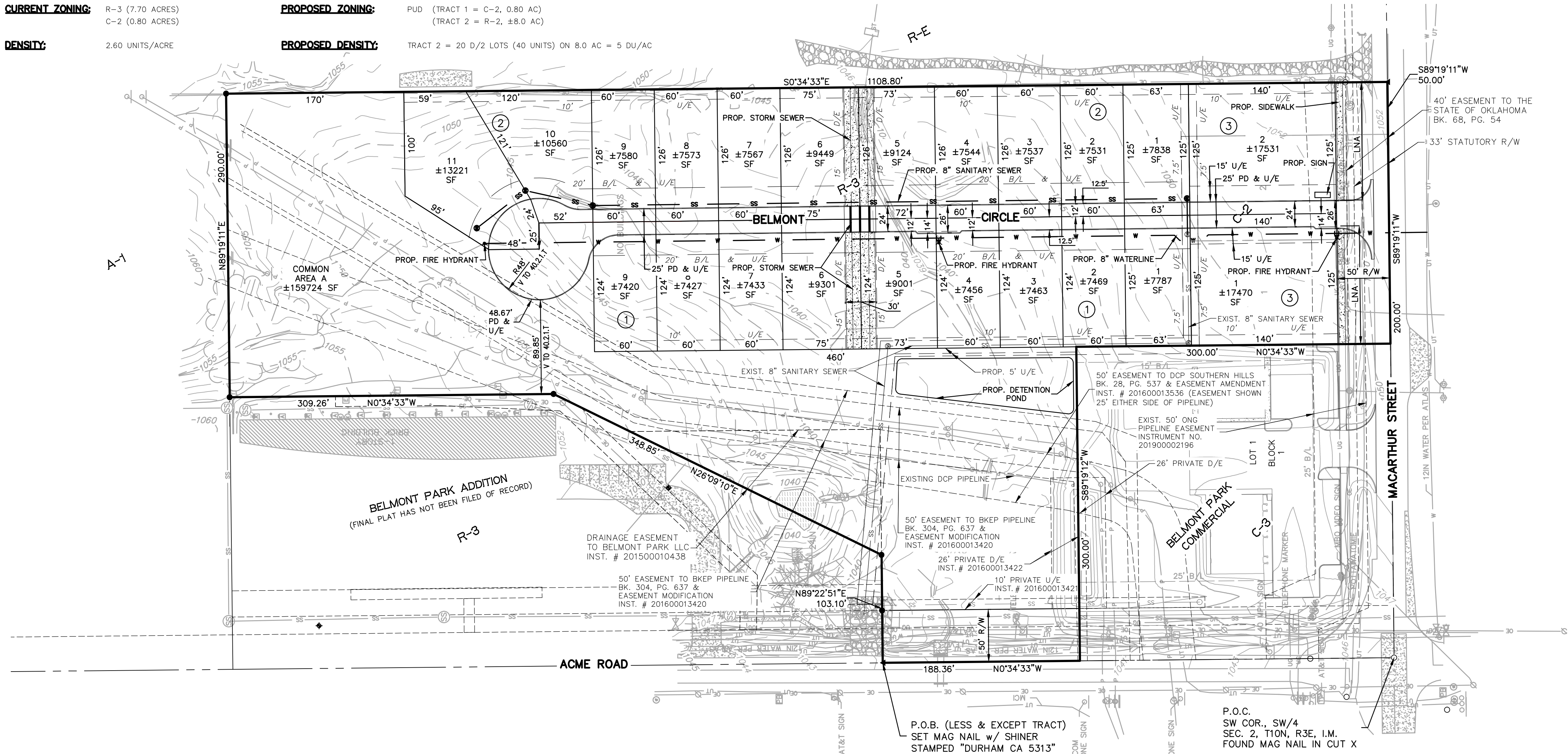
V = VARIANCE
LNA = LIMITS OF NO ACCESS
B/L = BUILDING LINE
U/E = PUBLIC UTILITY EASEMENT
D/E = PUBLIC DRAINAGE EASEMENT
D & U/E = PUBLIC DRAINAGE & UTILITY EASEMENT
PDE = PRIVATE DRAINAGE EASEMENT
CA = COMMON AREA
ROW = RIGHT-OF-WAY
PD & U/E = PRIVATE DRIVE & PUBLIC UTILITY EASEMENT

Lot Requirements

BUILDING SETBACKS: FRONT = 20 FEET-V TO 22-293
SIDE = 5 FEET-V TO 22-333
REAR = 10 FEET-V TO 22-333
MINIMUM AREA: 6,000 SQ. FT. (2 UNITS)-V TO 22-293
MINIMUM LOT WIDTH: 60 FEET-V TO 22-293
MAXIMUM COVERAGE: 65%-V TO 22-293



CURB & GUTTER - CONCRETE
TYPICAL GRADING AND SURFACING SECTION
N.T.S.



P.O.C. SW/4
SEC. 2, T10N, R3E, I.M.
FOUND MAG NAIL IN CUT X

P.O.B. (LESS & EXCEPT TRACT)
SET MAG NAIL w/ SHINER
STAMPED "DURHAM CA 5313"

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649

GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 5115 EXP. 06/30/22

Regular Board of Commissioners

8.

Meeting Date: 08/15/2022

Preliminary Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Staff Report



Community Development

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

Date: August 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Preliminary Plat, Shawnee Twin Lakes – Lake No. 1, on $\pm$ 2,198 acres in T10N, R2E, and part of S 11, 14, 15, 22, 23, and 27.
Case No. PPL03-22 | Applicant: City of Shawnee, Oklahoma

Background: The subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The Preliminary Plat includes approximately 2,198.17 acres. The Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1 subdivision was completed to define the boundaries of the land located within the city limits of Shawnee, Oklahoma. This creates a more defined legal description and overall boundary for Lake No. 1.

Staff has reviewed the document and finds it sufficient. The applicant elected to submit the Preliminary and Final Plat applications together to ensure consistency.

Planning Commission recommended approval of the application PPL03-22 at its regular August 3, 2022, meeting on a 5-0 vote.

Financial Impact: Not Applicable

Attachment: Application and supporting documents

Recommendation: Approval of Case No. PPL03-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 08.3.2022 – City of Shawnee, Oklahoma

Preliminary Plat Application -- PPL03-22 – Shawnee Twin Lakes – Lake No. 1

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: July 22, 2022

Subject: PPL03-22 – Staff Report - Consideration of a request for a Preliminary Plat, Shawnee Twin Lakes – Lake No. 1, on ±2,198 acres in T10N, R2E, and part of S 11, 14, 15, 22, 23, and 27.

=====

Background

The subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The preliminary plat includes approximately 2,198.17 acres.

Discussion

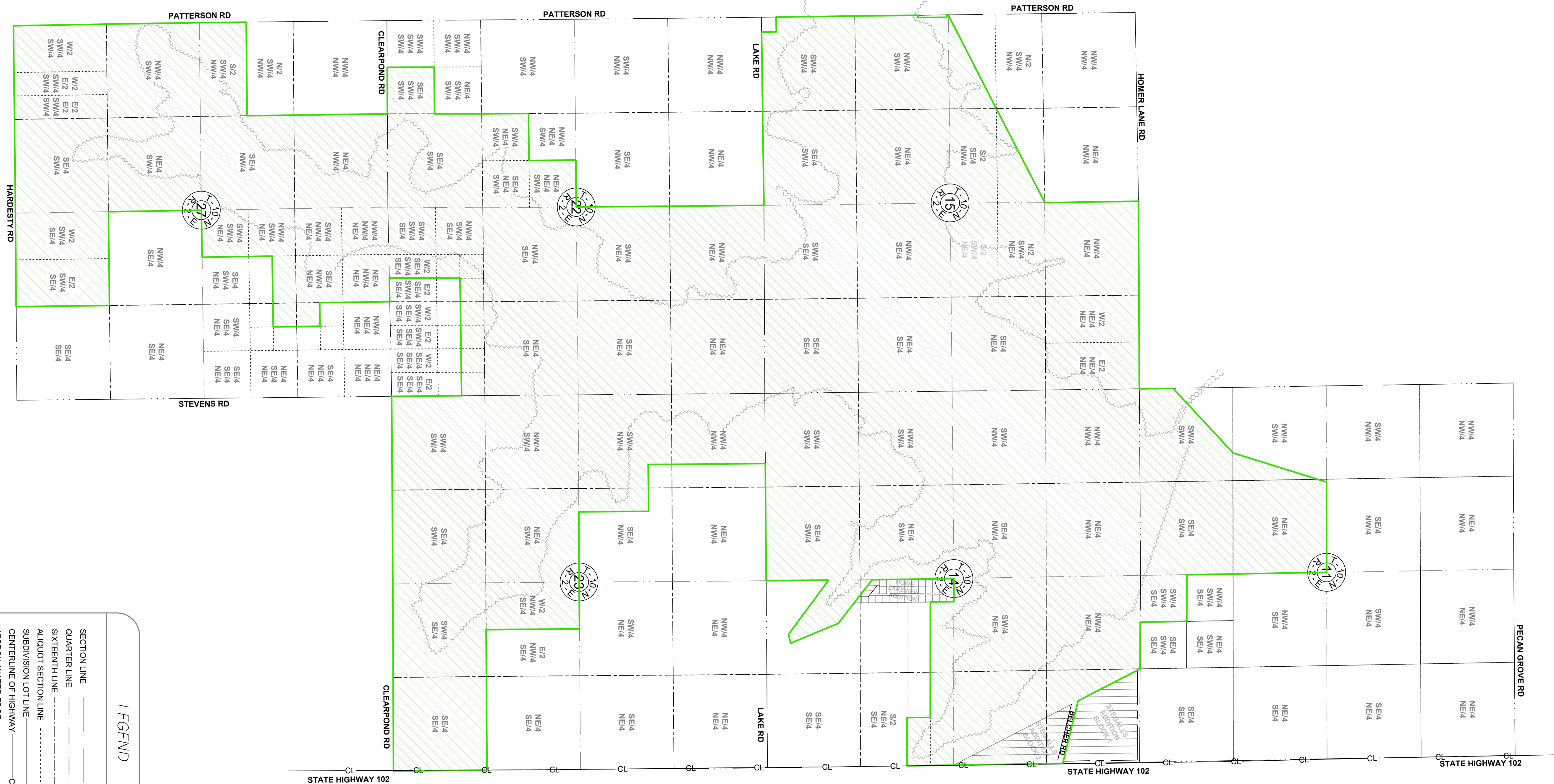
The Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1 subdivision was completed to define the boundaries of the land located within the city limits of Shawnee, Oklahoma. Staff has reviewed the document and finds it sufficient. The applicant elected to submit the Preliminary and Final Plat applications together to ensure consistency.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL03-22**, for the Preliminary Plat of Shawnee Twin Lakes – Lake No. 1 as presented.

This application will be heard at the City Commission meeting on Monday, August 15, 2022, at 6:00 p.m. in the Commission Chambers of City Hall.

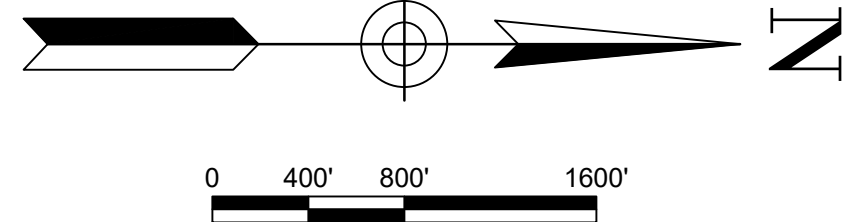
PRELIMINARY PLAT
OF
SHAWNEE TWIN LAKES - LAKE NO. 1
PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK



LEGEND

SECTION LINE
 QUARTER LINE
 SIXTEENTH LINE
 ALIQUOT SECTION LINE
 SUBDIVISION LOT LINE
 CENTERLINE OF HIGHWAY CL
 APPROX. WATER EDGE
 SUBJECT PROPERTY LINE

GRID NORTH AS ESTABLISHED
BY STATE PLANE DATUM



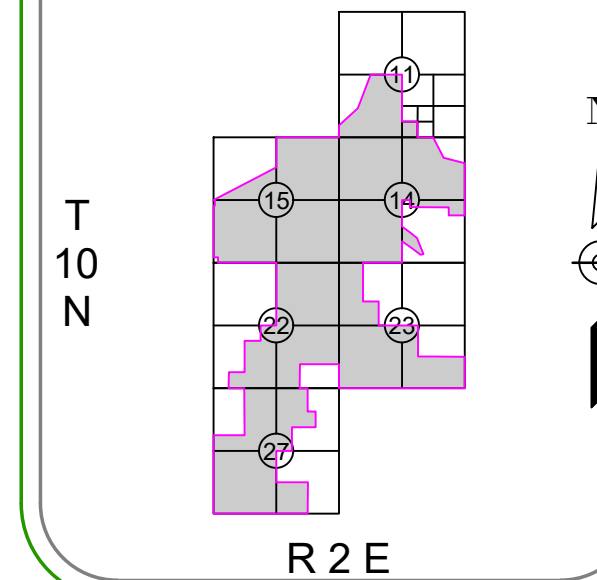
ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2022

LOCATION MAP

POTTAWATOMIE COUNTY, OK



PRELIMINARY PLAT

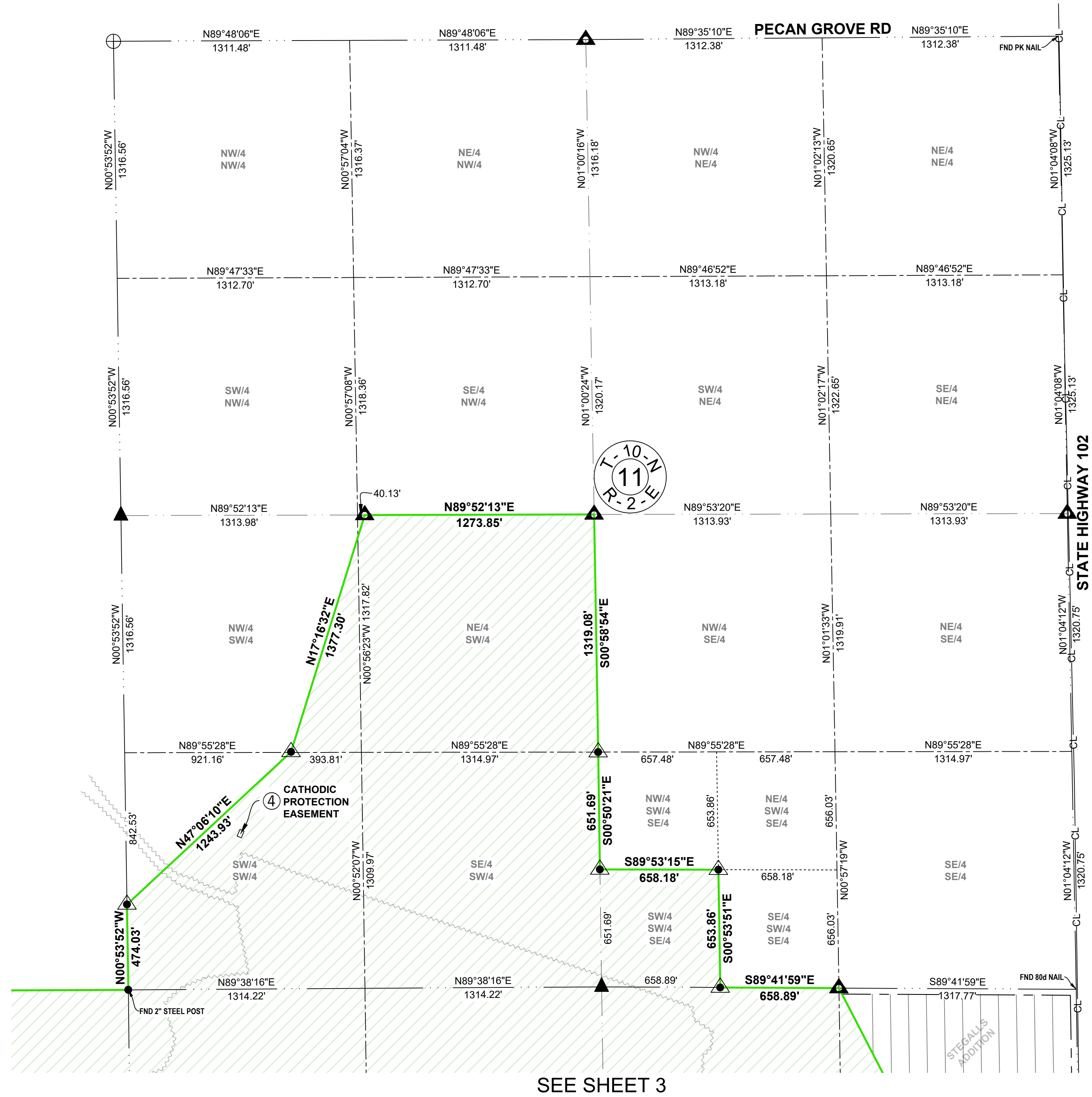
SHAWNEE TWIN LAKES - LAKE NO. 1

PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

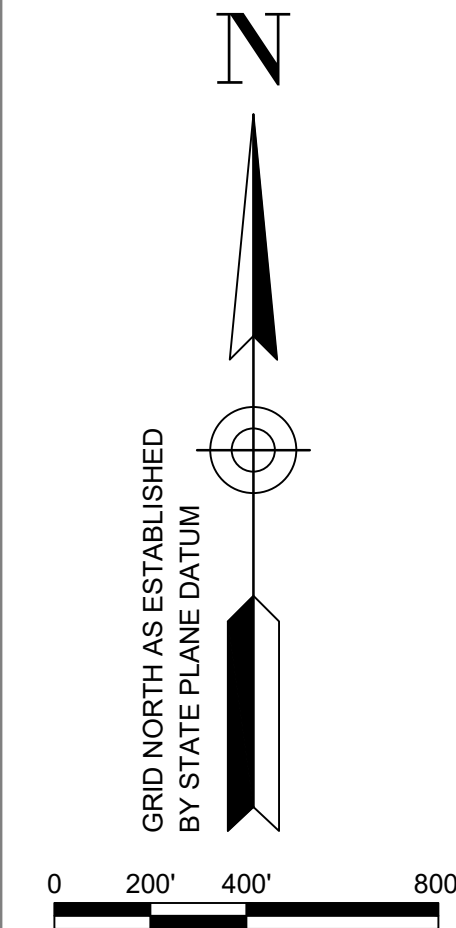
REVISION	BY	DATE

FIELD DATE: 04/01/22	SURVEY BY: T JW
FINAL DATE: 04/12/22	DRAWN BY: T JW
SCALE: 1"=800'	REVIEWED BY: SDC
ELS JOB NUMBER: 2021.54	

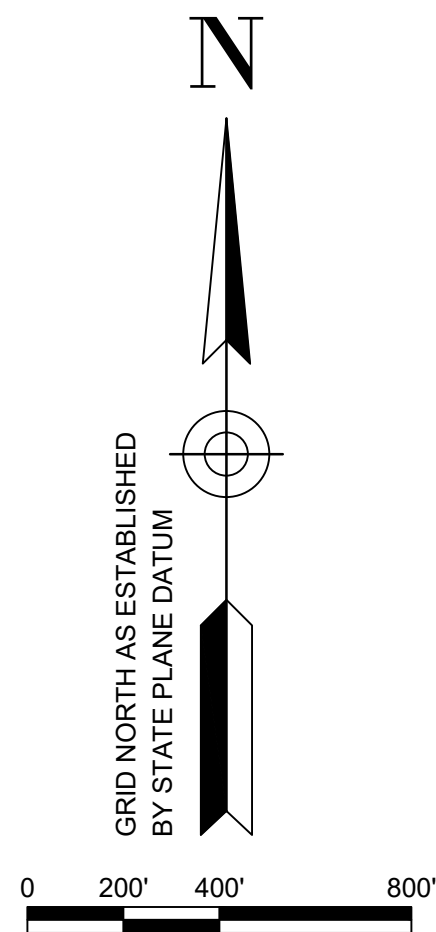
SHEET
1 OF 12



SHEET
2 OF 12



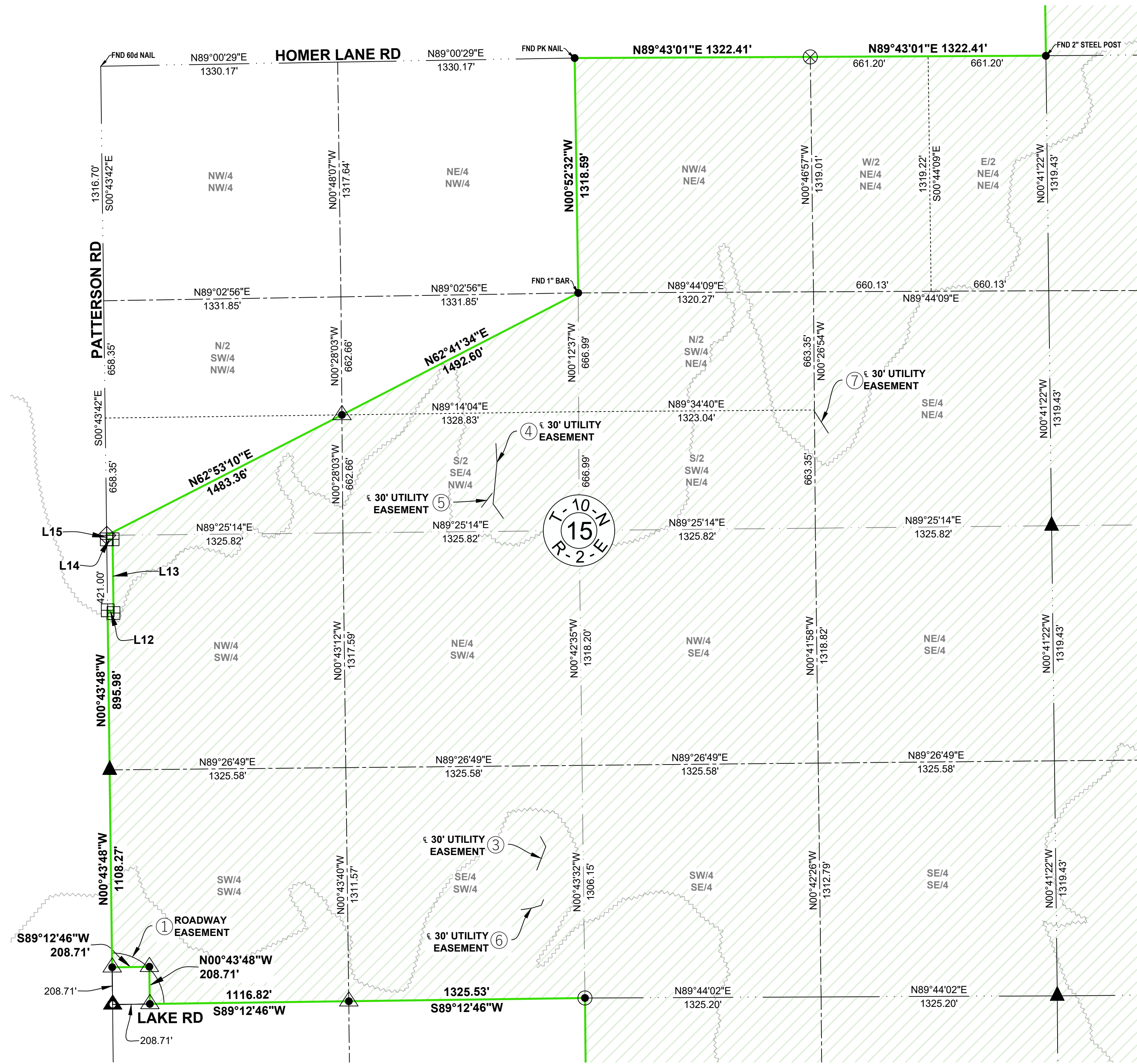
SHEET
3 OF 12



- SURVEYOR'S NOTES**
- FIELD WORK WAS COMPLETED BETWEEN OCTOBER 12, 2021 AND APRIL 1, 2022.
 - THERE IS A 33' STATUTORY RIGHT-OF-WAY ON EACH SIDE OF ALL SECTION LINES.
 - NO UTILITIES OF ANY KIND WERE RESEARCHED, LOCATED OR SHOWN ON THIS SURVEY.

LEGEND	
SECTION LINE	FOUND 1/2" IRON PIN
QUARTER LINE	SET 1/2" IRON PIN W/ PLASTIC CAP
SIXTEENTH LINE	FOUND 3/8" IRON PIN
ALIQUOT SECTION LINE	FOUND 5/8" IRON PIN
SUBDIVISION LOT LINE	FOUND 3/4" IRON PIN
CENTERLINE OF HIGHWAY	FOUND 1" O.D. PIPE
APPROX. WATER EDGE	FOUND MAG NAIL
SUBJECT PROPERTY LINE	SET MAG NAIL W/ SHINER
PROPERTY CORNER (AS NOTED)	CALCULATED POINT (NOTHING SET)

Line Table		
Line #	Length	Direction
L12	36.50'	S65°26'34"E
L13	414.09'	N00°43'48"W
L14	33.00'	S89°16'12"W
L15	22.50'	N00°43'48"W



SEE SHEET 3

SEE SHEET 5

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

Reference #	Recording Information	Document Description	Blanket	Plotted	Note
1	Book 87 Page 348	Right of Easement to County of Pottawatomie, OK for roadway purposes	No	Yes	
2	Book 159 Page 319	Right-of-Way in favor of Independent Pipe Line Company	Yes	No	
3	201500005573	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
4	201700000412	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
5	201800000141	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
6	201900014038	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
7	202000013147	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A

Note	Surveyor's Comments
A	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. is to be 15' on each side of the proposed pole line and/or underground line center. The surveyor made every effort to plot said right-of-way easement in the correct location but in some cases the centerline description is ambiguous making it very difficult to positively identify on the ground.

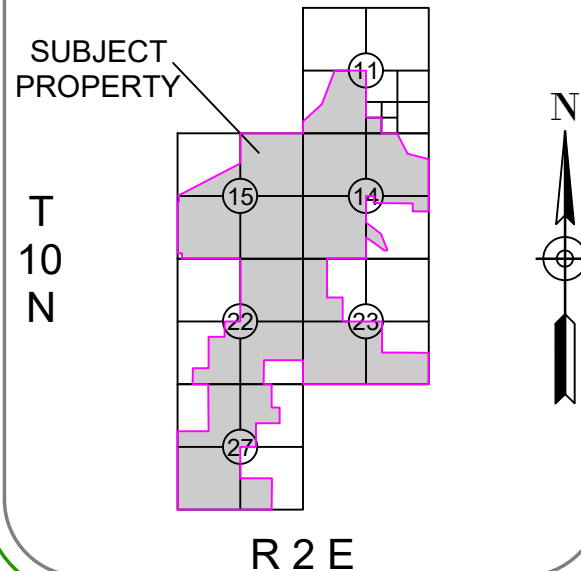
ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2022

LOCATION MAP

POTTAWATOMIE COUNTY, OK



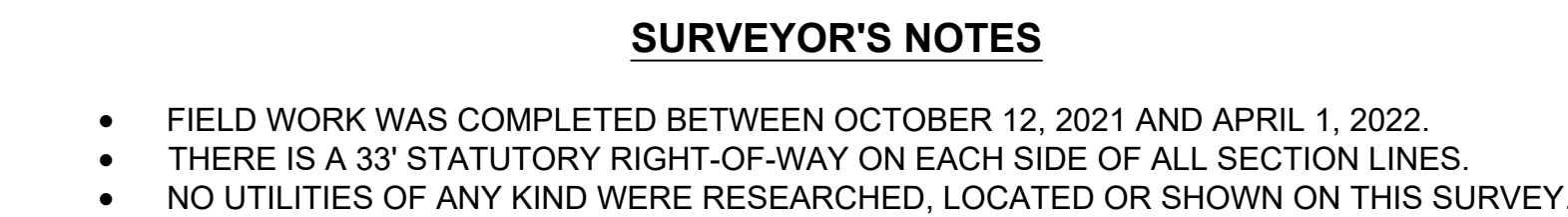
FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1

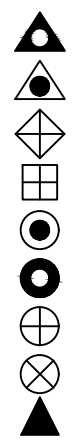
PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE	FIELD DATE: 04/01/22	TJW	FINAL DATE: 04/12/22	TJW	SCALE: 1"=400'	SDC	ELN JOB NUMBER: 2021.54

SHEET
4 OF 12



SECTION LINE	—————	FOUND 1/2" IRON PIN
QUARTER LINE	—————	SET 1/2" IRON PIN W/ PLASTIC CAP
SIXTEENTH LINE	—————	FOUND 3/8" IRON PIN
ALIQUOT SECTION LINE	—————	FOUND 5/8" IRON PIN
SUBDIVISION LOT LINE	—————	FOUND 3/4" IRON PIN
CENTERLINE OF HIGHWAY	—————CL—————	FOUND 1" O. D. PIPE
APPROX. WATER EDGE	~~~~~	FOUND MAG NAIL
SUBJECT PROPERTY LINE	—————	SET MAG NAIL W/ SHINER
PROPERTY CORNER (AS NOTED)	●	CALCULATED POINT (NOTHING SET)



The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

Reference #	Recording Information	Document Description	Blanket	Plotted	Note
1	Book 72 Page 140-141	Right-of-Way in favor of McMann Oil Company	Yes	No	
2	Book 72 Page 141	Right-of-Way in favor of McMann Oil Company	Yes	No	
3	Book 159 Page 340	Right-of-Way in favor of Independent Pipe Line Company	Yes	No	
4	Book 66 Page 7	Right-of-Way in favor of Transok Pipe Line Company	Yes	No	
5	199600008326	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
6	199800010565	Easement for Private Streets in favor of Udell McSpadden	No	Yes	
7	200000016250	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
8	200300007331	10' Easement in favor of Oklahoma Gas and Electric Company	No	Yes	
9	200600003106	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
10	201200012284	Highway Easement in favor of the State of Oklahoma	No	Yes	
11	201200012285	Utility Easement in favor of the State of Oklahoma	No	Yes	
12	201400007140	Access and Roadway Easement in favor of Gary & Barbara Chatham and ISAQA	No	Yes	

Note	Surveyor's Comments
A	Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. is to be on each side of the proposed pole line and/or underground line center. The surveyor made every effort to plot said right-of-way easement in the correct location but in some cases the centerline description is ambiguous making it very difficult to positively identify on the ground.

ELEVATION
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LOCATION MAP

POTTAWATOMIE COUNTY, OK

T 10 N

R 2 E

11 14 15 22 23 27

SUBJECT PROPERTY

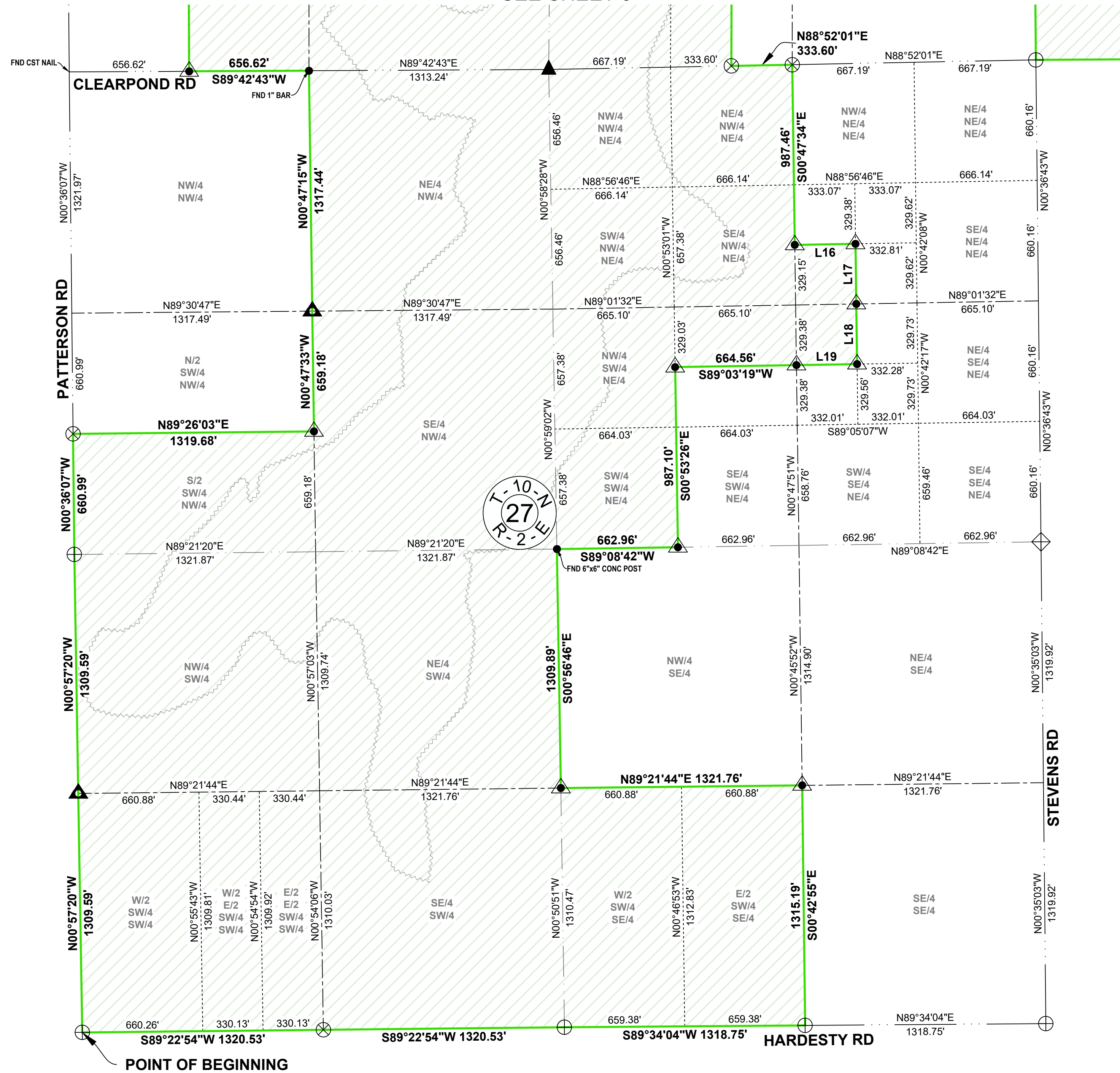
N

A location map for Pottawatomie County, Oklahoma, showing Township 10 North and Range 2 East. The map features a grid of sections. Sections 11, 14, 15, 22, 23, and 27 are highlighted with pink shading. A north arrow is located in the upper right corner. The text "SUBJECT PROPERTY" is written below the grid, with a line pointing to section 23. The text "T 10 N" is on the left and "R 2 E" is at the bottom.

<i>FINAL PLAT</i>	SHAWNEE TWIN LAKES - LAKE NO. 1
PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M. CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK	

[illegible]

SEE SHEET 5



POINT OF BEGINNING

SURVEYOR'S NOTES

- FIELD WORK WAS COMPLETED BETWEEN OCTOBER 12, 2021 AND APRIL 1, 2022.
- THERE IS A 33' STATUTORY RIGHT-OF-WAY ON EACH SIDE OF ALL SECTION LINES.
- NO UTILITIES OF ANY KIND WERE RESEARCHED, LOCATED OR SHOWN ON THIS SURVEY.

LEGEND

SECTION LINE	---	FOUND 1/2" IRON PIN	▲
QUARTER LINE	- - -	SET 1/2" IRON PIN W/ PLASTIC CAP	▲
SIXTEENTH LINE	- - - -	FOUND 3/8" IRON PIN	◆
ALIQUOT SECTION LINE	- - - - -	FOUND 5/8" IRON PIN	◆
SUBDIVISION LOT LINE	- - - - -	FOUND 3/4" IRON PIN	◆
CENTERLINE OF HIGHWAY	CL	FOUND 1" O.D. PIPE	●
APPROX. WATER EDGE	~~~~~	FOUND MAG NAIL	⊗
SUBJECT PROPERTY LINE	---	SET MAG NAIL W/ SHINER	⊗
PROPERTY CORNER (AS NOTED)	●	CALCULATED POINT (NOTHING SET)	▲

Line Table		
Line #	Length	Direction
L16	332.81'	N88°59'09"E
L17	329.38'	S00°44'51"E
L18	329.56'	S00°45'04"E
L19	332.28'	S89°03'19"W

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

Reference #	Recording Information	Document Description	Blanket	Plotted
1	Book 72 Page 139	Right-of-Way in favor of McMann Oil Company	Yes	No
2	Book 72 Page 139-140	Right-of-Way in favor of McMann Oil Company	Yes	No
3	Book 72 Page 140	Right-of-Way in favor of McMann Oil Company	Yes	No
4	Book 266 Page 637	Right-of-Way in favor of Stanolind Pipe Line Company	Yes	No
5	Book 268 Page 369-370	Right-of-Way in favor of Stanolind Pipe Line Company	Yes	No

ELEVATION

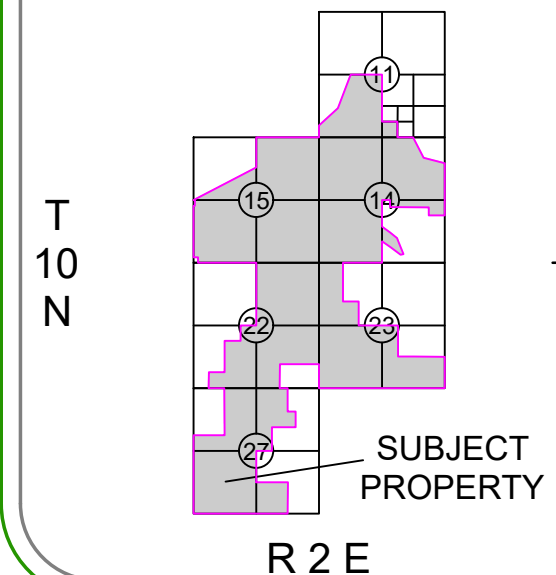
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2022

LOCATION MAP

POTTAWATOMIE COUNTY, OK



FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1

PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE

FIELD DATE: 04/01/22	SURVEY BY: TJW
FINAL DATE: 04/12/22	DRAWN BY: TJW
SCALE: 1"=400'	REVIEWED BY: SDC

ELS JOB NUMBER: 2021.54

SHEET
7 OF 12

Regular Board of Commissioners

9.

Meeting Date: 08/15/2022

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Staff Report



Community Development

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

Date: August 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat, Shawnee Twin Lakes – Lake No. 1, on ± 2,198 acres in T10N, R2E, and part of S 11, 14, 15, 22, 23, and 27.
Case No. FPL03-22 | Applicant: City of Shawnee, Oklahoma

Background: The subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The Final Plat includes approximately 2,198.17 acres. The Final Plat of the Shawnee Twin Lakes – Lake No. 1 subdivision defines the boundaries of the land located within the city limits of Shawnee, Oklahoma.

Staff has reviewed the document for accuracy and finds it sufficient. The Preliminary and Final Plat applications were submitted together for expediency. The City Engineer is satisfied with the Final Plat as submitted.

Planning Commission recommended approval of the application FPL03-22 at its regular August 3, 2022, meeting on a 5-0 vote.

Financial Impact: Not Applicable

Attachment: Application and supporting documents

Recommendation: Approval of Case No. FPL03-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 08.3.2022 – City of Shawnee, Oklahoma

Final Plat Application -- FPL03-22 – Shawnee Twin Lakes – Lake No. 1

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: July 22, 2022

Subject: FPL03-22 – Staff Report - Consideration of a request for a Final Plat, Shawnee Twin Lakes – Lake No. 1, on ±2,198 acres in T10N, R2E, and part of S11, 14, 15, 22, 23, and 27.

=====

Background

The subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The Final Plat includes approximately 2,198.17 acres.

Discussion

The Final Plat of the Shawnee Twin Lakes – Lake No. 1 subdivision was completed to define the boundaries of the land located within the city limits of Shawnee, Oklahoma. Staff has reviewed the document for accuracy and finds it sufficient. The Preliminary and Final Plat applications are submitted together for expediency. The City Engineer is satisfied with the Final Plat as submitted.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL03-22**, for the Final Plat of Shawnee Twin Lakes – Lake No. 1 as presented.

This application will be heard at the City Commission meeting on Monday, August 15, 2022, at 6:00 p.m. in the Commission Chambers of City Hall.

FINAL PLAT
OF
SHAWNEE TWIN LAKES - LAKE NO. 1
PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK



LEGEND

SECTION LINE —————

QUARTER LINE - - - - -

SIXTEENTH LINE - - - - -

ALIQUOT SECTION LINE - - - - -

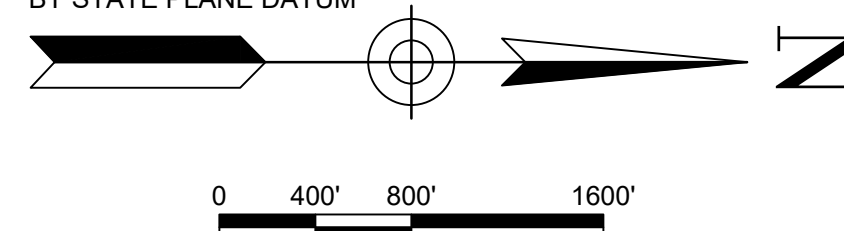
SUBDIVISION LOT LINE - - - - -

CENTERLINE OF HIGHWAY ————— CL —————

APPROX. WATER EDGE ~~~~~

SUBJECT PROPERTY LINE —————

GRID NORTH AS ESTABLISHED
BY STATE PLANE DATUM



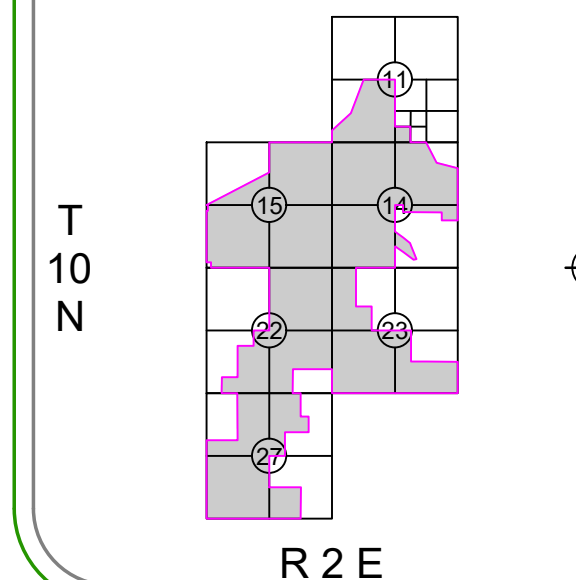
ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2022

LOCATION MAP

POTTAWATOMIE COUNTY, OK



FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1

PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

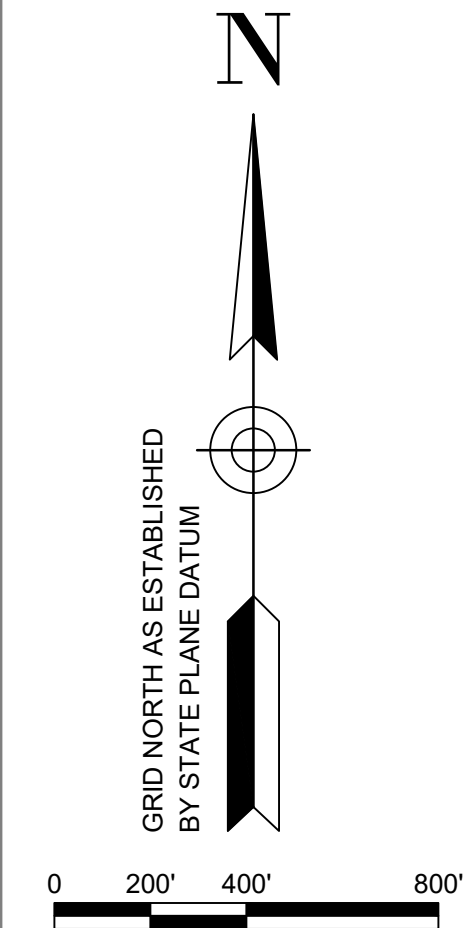
FINAL PLAT

REVISION		BY	DATE

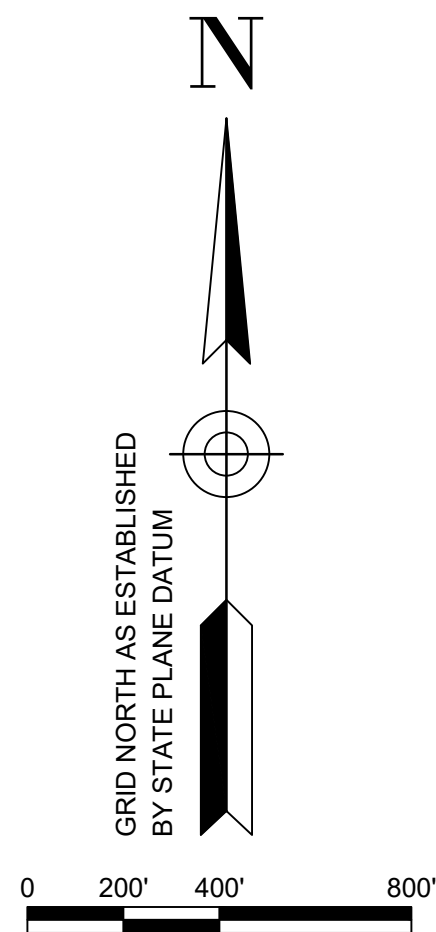
FIELD DATE: 04/01/22	SURVEY BY: T.J.W
FINAL DATE: 04/12/22	DRAWN BY: T.J.W
SCALE: 1"=800'	REVIEWED BY: SDC

ELS JOB NUMBER: 2021_54

SHEET
1 OF 12



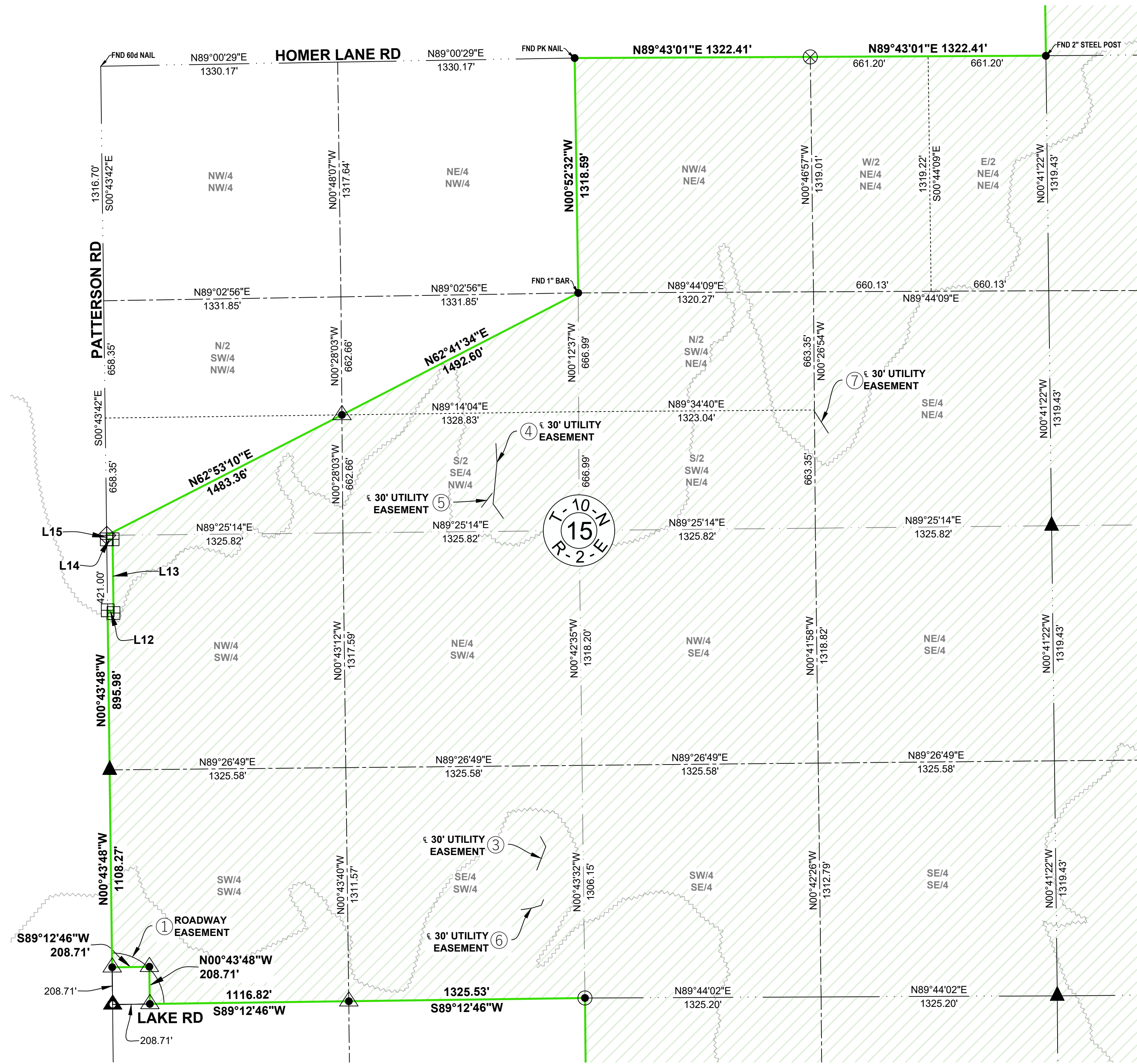
SHEET
3 OF 12



- SURVEYOR'S NOTES**
- FIELD WORK WAS COMPLETED BETWEEN OCTOBER 12, 2021 AND APRIL 1, 2022.
 - THERE IS A 33' STATUTORY RIGHT-OF-WAY ON EACH SIDE OF ALL SECTION LINES.
 - NO UTILITIES OF ANY KIND WERE RESEARCHED, LOCATED OR SHOWN ON THIS SURVEY.

LEGEND	
SECTION LINE	FOUND 1/2" IRON PIN
QUARTER LINE	SET 1/2" IRON PIN W/ PLASTIC CAP
SIXTEENTH LINE	FOUND 3/8" IRON PIN
ALIQUOT SECTION LINE	FOUND 5/8" IRON PIN
SUBDIVISION LOT LINE	FOUND 3/4" IRON PIN
CENTERLINE OF HIGHWAY	FOUND 1" O.D. PIPE
APPROX. WATER EDGE	FOUND MAG NAIL
SUBJECT PROPERTY LINE	SET MAG NAIL W/ SHINER
PROPERTY CORNER (AS NOTED)	CALCULATED POINT (NOTHING SET)

Line Table		
Line #	Length	Direction
L12	36.50'	S65°26'34"E
L13	414.09'	N00°43'48"W
L14	33.00'	S89°16'12"W
L15	22.50'	N00°43'48"W



SEE SHEET 5

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

Reference #	Recording Information	Document Description	Blanket	Plotted	Note
1	Book 87 Page 348	Right of Easement to County of Pottawatomie, OK for roadway purposes	No	Yes	
2	Book 159 Page 319	Right-of-Way in favor of Independent Pipe Line Company	Yes	No	
3	201500005573	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
4	201700000412	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
5	201800000141	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
6	201900014038	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
7	202000013147	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A

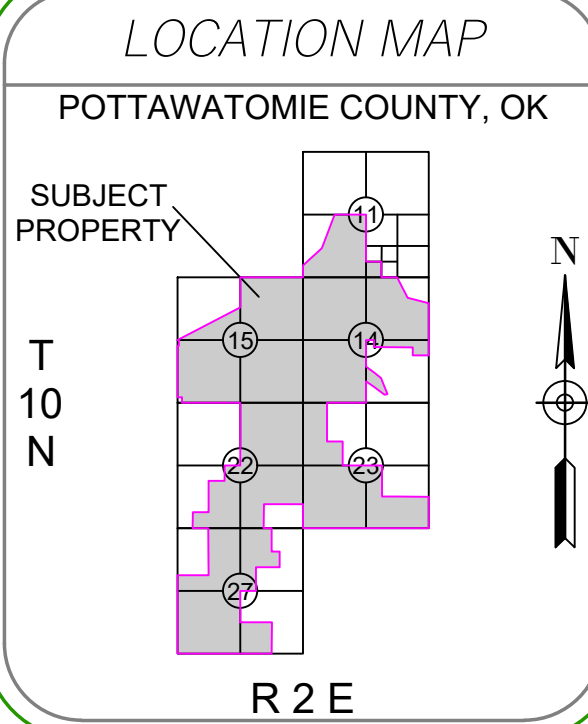
Note: Surveyor's Comments

A 30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. is to be 15' on each side of the proposed pole line and/or underground line center. The surveyor made every effort to plot said right-of-way easement in the correct location but in some cases the centerline description is ambiguous making it very difficult to positively identify on the ground.

ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2022



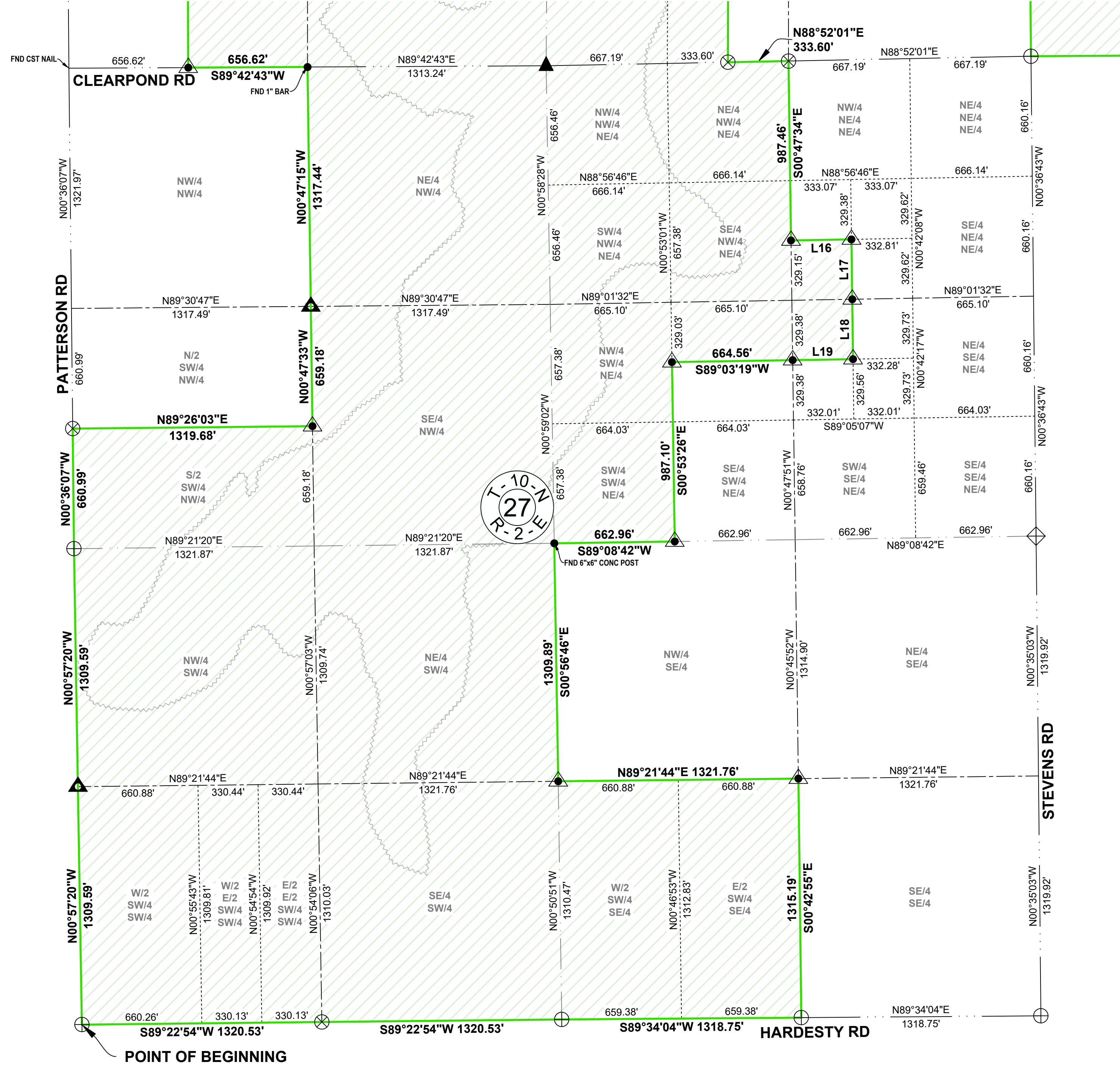
FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1

PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

REVISION	DATE		SURVEY BY:	TJW
	BY			
			FIELD DATE: 04/01/22	TJW
			FINAL DATE: 04/12/22	TJW
			SCALE: 1"=400'	SDC
			ELC JOB NUMBER: 2021.54	

SEE SHEET 5



POINT OF BEGINNING

SURVEYOR'S NOTES

- FIELD WORK WAS COMPLETED BETWEEN OCTOBER 12, 2021 AND APRIL 1, 2022.
- THERE IS A 33' STATUTORY RIGHT-OF-WAY ON EACH SIDE OF ALL SECTION LINES.
- NO UTILITIES OF ANY KIND WERE RESEARCHED, LOCATED OR SHOWN ON THIS SURVEY.

LEGEND

SECTION LINE	FOUND 1/2" IRON PIN
QUARTER LINE	SET 1/2" IRON PIN W/ PLASTIC CAP
SIXTEENTH LINE	FOUND 3/8" IRON PIN
ALIQUOT SECTION LINE	FOUND 5/8" IRON PIN
SUBDIVISION LOT LINE	FOUND 3/4" IRON PIN
CENTERLINE OF HIGHWAY	FOUND 1" O.D. PIPE
APPROX. WATER EDGE	FOUND MAG NAIL
SUBJECT PROPERTY LINE	SET MAG NAIL W/ SHINER
PROPERTY CORNER (AS NOTED)	CALCULATED POINT (NOTHING SET)

Line Table		
Line #	Length	Direction
L16	332.81'	N88°59'09"E
L17	329.38'	S00°44'51"E
L18	329.56'	S00°45'04"E
L19	332.28'	S89°03'19"W

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

Reference #	Recording Information	Document Description	Blanket	Plotted
1	Book 72 Page 139	Right-of-Way in favor of McMann Oil Company	Yes	No
2	Book 72 Page 139-140	Right-of-Way in favor of McMann Oil Company	Yes	No
3	Book 72 Page 140	Right-of-Way in favor of McMann Oil Company	Yes	No
4	Book 266 Page 637	Right-of-Way in favor of Stanolind Pipe Line Company	Yes	No
5	Book 268 Page 369-370	Right-of-Way in favor of Stanolind Pipe Line Company	Yes	No

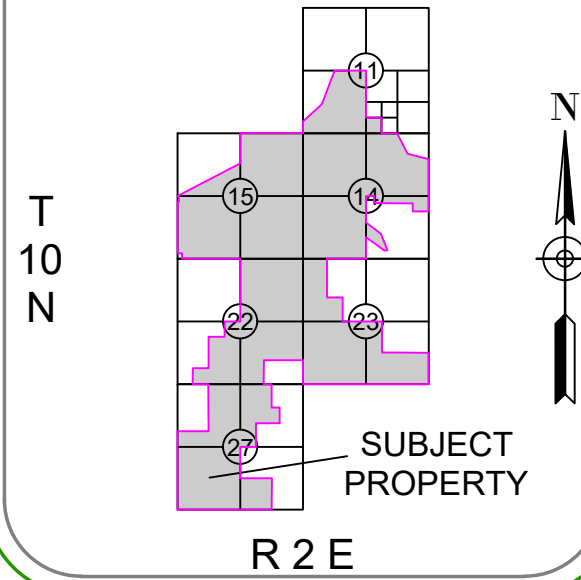
ELEVATION

LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2022

LOCATION MAP

POTTAWATOMIE COUNTY, OK



FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1

PART OF SECTIONS 11, 14, 15, 22, 23 AND 27, T10N-R2E, I.M.
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE	FIELD DATE: 04/01/22	SURVEY BY: TJW
			FINAL DATE: 04/12/22	DRAWN BY: TJW
			SCALE: 1"=400'	REVIEWED BY: SDC
			ELS JOB NUMBER: 2021.54	

SHEET
7 OF 12

Regular Board of Commissioners

10.

Meeting Date: 08/15/2022

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Staff Report



Community Development

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

Date: August 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat, Maple Grove Addition on approximately 13.49 acres north of E. 39th Street and approximately 500' east of N. Harrison Avenue. Case No. FPL04-22 | Applicant: 39th Street Project, LLC

Background: The subject property is located between E. 39th Street and E. 42nd Street and approximately 500' east of N. Harrison Avenue. The Final Plat includes 59 lots and approximately 13.49 acres. The main entrance to the subdivision will be an extension of North Ridge Road from East 39th Street to the north. The 1.18-acre Common Area in the northwest section of the subject property is adjacent to E. 42nd Street but does not provide vehicular access to the subdivision.

Staff reviewed the Final Plat submittal of the Maple Grove Addition subdivision for accuracy. The City Engineer is satisfied with the Final Plat as submitted.

Planning Commission recommended approval of the application FPL04-22 at its regular August 3, 2022, meeting on a 5-0 vote.

Financial Impact: Not Applicable

Attachment: Application and supporting documents

Recommendation: Approval of Case No. FPL04-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 08.3.2022 – City of Shawnee, Oklahoma

Final Plat Application -- FPL04-22 – Maple Grove Addition

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: July 22, 2022

Subject: FPL04-22 – Staff Report - Consideration of a request for a Final Plat, Maple Grove Addition on approximately 13.49 acres north of E. 39th Street and approximately 500' east of N. Harrison Avenue.

=====

Background

The subject property is located between E. 39th Street and E. 42nd Street and approximately 500' east of N. Harrison Avenue. The Final Plat includes 59 lots and approximately 13.49 acres.

Discussion

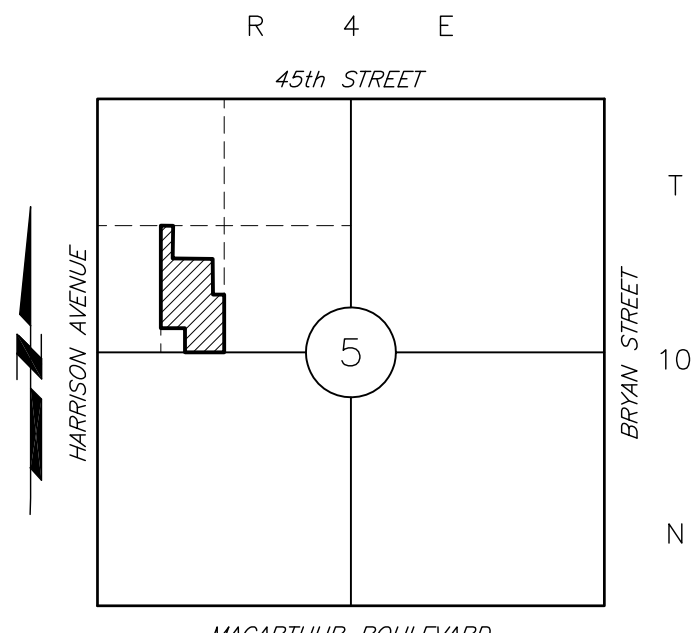
The main entrance to the subdivision will be an extension of North Ridge Road from E. 39th Street to the north. Along the roadway, a cul-de-sac, Cypress Court, creates four (4) quarter-acre lots on the west side of North Ridge Road. Continuing north, the roadway becomes Magnolia Drive, which continues the subdivision to the west. Northwest of the curve of the roadway that becomes Maple Grove Avenue is a 1.18-acre Common Area. The Common Area is adjacent to E 42nd Street but does not provide access to the subdivision. Maple Grove Drive continues to the south, ending at E. 39th Street.

Staff reviewed the Final Plat submittal of the Maple Grove Addition subdivision for accuracy. The City Engineer is satisfied with the Final Plat as submitted.

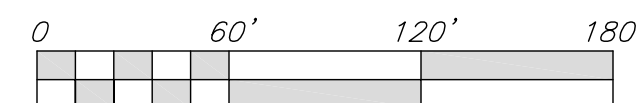
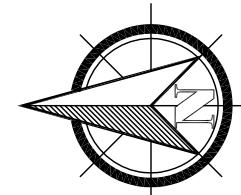
Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL04-22**, for the Final Plat of Maple Grove Addition subdivision as presented.

This application will be heard at the City Commission meeting on Monday, August 15, 2022, at 6:00 p.m. in the Commission Chambers of City Hall.



LOCATION MAP
SCALE: 1" = 2000'



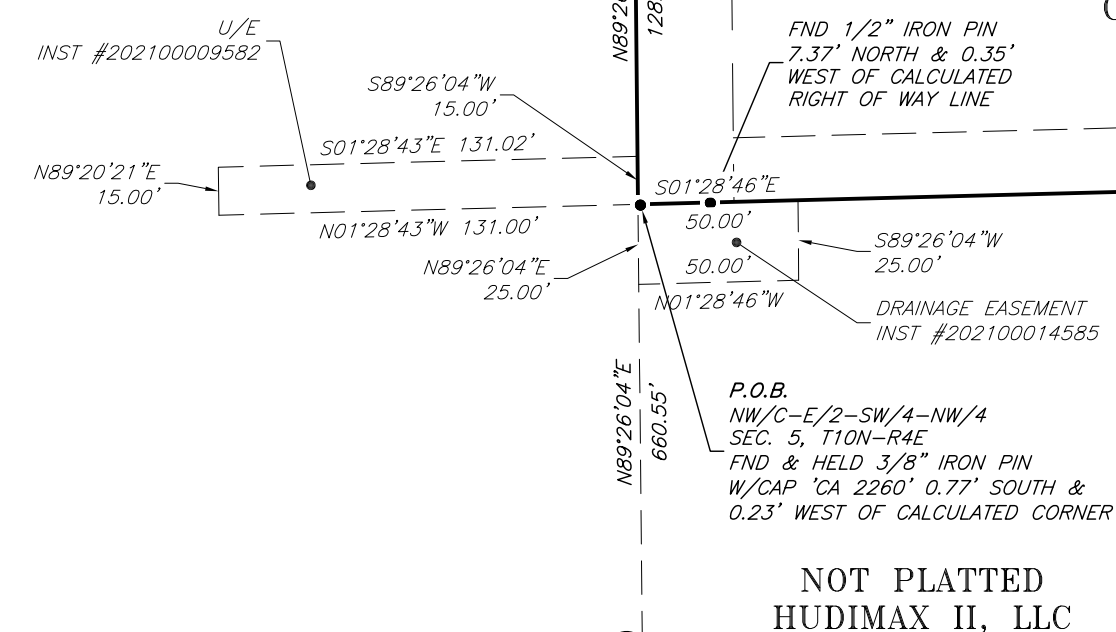
SCALE: 1" = 60'

BASIS OF BEARING

BASIS OF BEARING OF S89°23'57"W ALONG THE SOUTH LINE OF THE NW/4 OF SECTION 5, T10N-R4E OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, BASED ON THE OKLAHOMA SOUTH STATE PLANE COORDINATE SYSTEM.

LEGEND

- (o) INDICATES 3/8" IRON PIN SET W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- (•) INDICATES FOUND 3/8" IRON PIN W/CAP "CA 2260" (UNLESS OTHERWISE NOTED)
- R/W RIGHT-OF-WAY
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- B/L BUILDING LINE



NOT PLATTED
WILLIAMS, KORBIN

BLOCK A
DETENTION &
COMMON AREA
1.18 AC±

NOT PLATTED
HUDIMAX II, LLC

NOT PLATTED
HARPER, JAY V
& DEBORAH D

NOT PLATTED
AMERICAN SELF STORAGE, LLC

NOT PLATTED
R A F PROPERTIES

FINAL PLAT MAPLE GROVE ADDITION

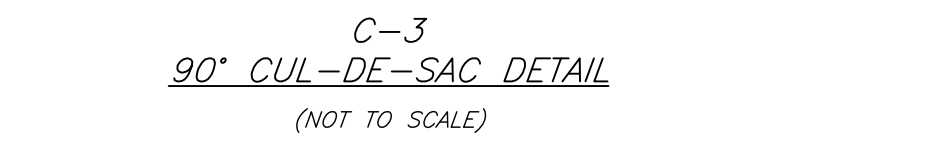
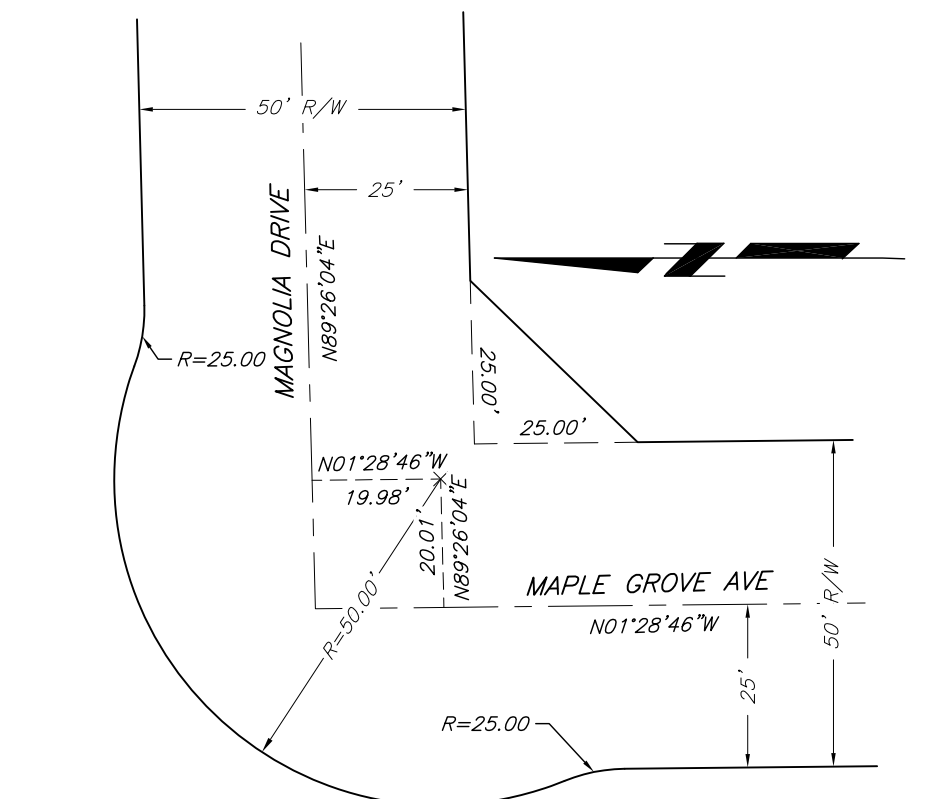
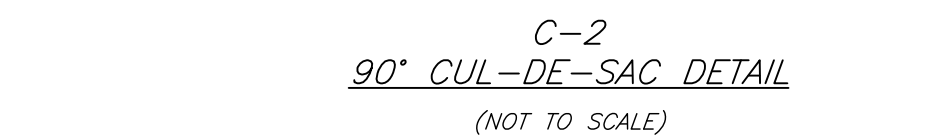
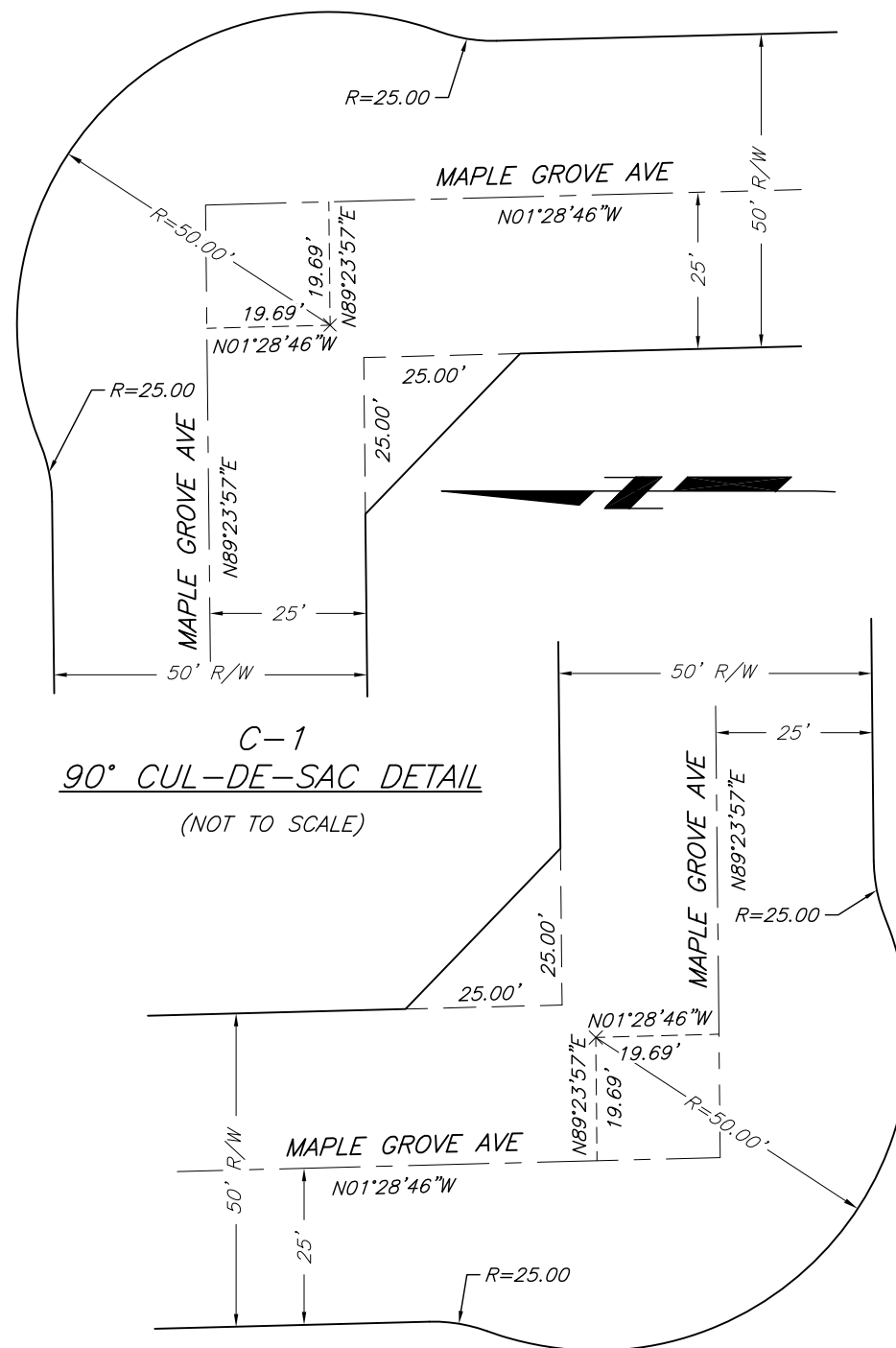
BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2-SW/4-NW/4) OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

NOT PLATTED
LONG, ROBERT & JEANNIE

SE/4-C-NW/4
(CENTER OF SECTION)
SEC. 5, T10N-R4E
FND & HELD 3/8" IRON PIN
AGREES WITH CCR FILED
BY LS 985

SE/4-C-E/2-SW/4-NW/4
SEC. 5, T10N-R4E
SET MAG NAIL W/WASHER
"CA 2260"

SW/4-C-NW/4
SEC. 5, T10N-R4E
FND & HELD MAG NAIL
AGREES WITH CCR FILED
BY LS 1757



CHAMFERED CORNER DETAIL
(NOT TO SCALE)

PRELIMINARY COPY.
FOR REVIEW ONLY.

DWG FILE: P:\ENGINEERING\2020\ENG 602-20 CEDAR RIDGE INV\FINAL PLAT_REVISED.DWG

LANDES ENGINEERING L.L.C. & ASSOCIATES www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 (405) 275-5388 CA #2260 EXP. 6-30-23		Maple Grove Addition SHAWNEE, OKLAHOMA	
DATE: 07/05/2022	REV.	DRAWN BY: ml	SHEET NUMBER: 2 of 2
		CHECKED: CD	

MAPLE GROVE ADDITION

BEING A PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE
NORTHWEST QUARTER (E/2-SW/4-NW/4) OF SECTION 5,
TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN,
CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

Notary Public

THIS PROPERTY IS LOCATED IN FLOOD ZONE 'X' (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER F.I.R.M. POTTAWATOMIE COUNTY, OKLAHOMA AND INCORPORATED AREAS, PANEL 206 OF 550, MAP NUMBER 40125C0206-J, MAP REVISED 5-16-2019.

Chris D'Amico, L.S. 1945

ALL ROADS HEREON ARE AND WILL REMAIN PUBLIC ROADS. ALL STREETS
WITHIN THIS ADDITION ARE PUBLIC STREETS AND SHALL BE OWNED AND
MAINTAINED BY THE CITY OF SHAWNEE.

Notary Public

1) THIS SECTION WAS ORIGINALLY SURVEYED BY THE GLO AND ACCEPTED ON 6/11/1872. THIS ORIGINAL SURVEY WAS CALCULATED USING THE STANDARD METHOD TO CALCULATE THE INTERNAL ALIQUOT LINES. THE GLO THEN PERFORMED A RETRACEMENT SURVEY THAT WAS ACCEPTED ON 9/10/1875 USING THE 3 MILE METHOD TO CALCULATE THE INTERNAL ALIQUOT LINES. CURRENTLY, MANY OF THE RECORDED LEGAL DESCRIPTIONS IN THE NORTHWEST QUARTER (NW1/4) OF THIS SECTION WERE INCORRECTLY CALCULATED USING THE STANDARD METHOD. THE DETERMINED ALIQUOT LINES ARE SHOWN IN RED. THE DIFFERENCE BETWEEN THE EXISTING MONUMENTATION AND RECORDED LEGAL DESCRIPTIONS THE STANDARD METHOD WAS USED TO CALCULATE THE ALIQUOT LINES SHOWN HEREIN THIS SURVEY.

By: _____
Authorized Officer

Notary Public

County Treasurer

CHAIRMAN

Attest: _____ City of Shawnee, Oklahoma

Mayor

City Clerk

PRELIMINARY COPY.
FOR REVIEW ONLY.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THIS FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

DWG FILE: P:\ENGINEERING\2020\ENG 602-20 CEDAR RIDGE INV\FINAL PLAT_REVISED.DWG

LANDES ENGINEERING L.L.C. & ASSOCIATES www.landesengineering.net 903 EAST 35TH STREET SHAWNEE, OKLAHOMA 74804 (405) 275-5388 CA #2260 EXP. 6-30-23		Maple Grove Addition SHAWNEE, OKLAHOMA	
DATE: 07/05/2022		SHEET NUMBER: 1 of 2	
REV.		CHECKED CD	

Regular Board of Commissioners

11.

Meeting Date: 08/15/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Budget Amendment



Finance

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

Date: August 11, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for funding Fire Clown Program

Background: In prior fiscal years, the Fire Department has received donations to support the Fire Clown Program. Staff is requesting that prior year donations be appropriated for use in fiscal year 2022-2023 for the purpose of costs associated with the Fire Clown Program. The amount for appropriation, is as follows:

- \$2,000 – Fire Clown Program

Financial Impact: See Budget Amendment

Attachment: See Budget Amendment.

Staff Recommendation: Approval of the item.

Posted By _____ Date _____ BA# _____ Pkt.# _____

Regular Board of Commissioners

12. a.

Meeting Date: 08/15/2022

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Kickapoo Street Sidewalk Improvements (Award)

Attachments

Memo

Bid Tabulation

Notice to Bidders

Bid Documents

Addendum No. 1

Plan Holders List



Office of Engineering

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

Date: August 11, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration Bids: Kickapoo Street Sidewalk Improvement (Award)

Background:

In February of 2021 the City of Shawnee entered into a Professional Services Agreement with Olsson for final design on the Kickapoo Street Sidewalk Improvement project. With design complete, the project was advertised for bidding in July and staff received bids at the August 1, 2022 commission meeting.

Staff and the Olsson design team have reviewed the bid proposals. Four bids were received with Base Bid ranging from \$792,679.80 (low) to \$1,155,243.00 (high). The engineering construction estimate prior to the bid was \$963,907.00.

The low bidder is EMC Services, LLC out of Oklahoma City. EMC has completed comparable work with other municipalities, including our own Independence Sidewalk project, in the central Oklahoma area. Staff recommends awarding the Kickapoo Street Sidewalk improvements base bid to EMC Services, LLC in the amount of \$792,679.80.

Financial Impact: The contract is for \$792,679.80.

It will be funded from the Capital Outlay Building and Improvements, 302-5-0810-54200

Attachment: Bid Tabulation, and Consultant recommendation letter

Staff Recommendation: Award of the contract.

CITY OF SHAWNEE BID NUMBER 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS BIDS RECEIVED AUGUST 1, 2022

BIDDER NAME	TOTAL BID
Engineer's Estimate	\$ 963,907.00
EMC Services, LLC	\$ 792,679.80
MTZ Construction	\$ 878,363.15
Rudy Construction	\$ 1,155,243.00
C-P Integrated Services, INC.	\$ 821,816.55

There were four (4) bids submitted for the project. Of the four (4) responsive bids, 3 were under the Engineer's estimate and one (1) was over.

The low bid received was from EMC Services, LLC in the amount of \$792,679.80.

This total bid amount was 18% under the Engineer's estimate. There are no items of concern in this bid, and the recommendation is for Award of the contract to EMC Services, LLC.

Bids Verified by:

Olsson

Date: 8/2/2022

Project Manager:

Derick Millican, P.E., PTOE, RSP1 - Olsson

Date: 8/2/2022



City of Shawnee: Kickapoo Street Sidewalk Improvements
Bid Date: August 1st, 2022 - 6:00 PM
Olsson No. 021-00436



Part A- Roadway					Engineer's Estimate (Olsson)		EMC Services OKC, OK		C-P Integrated Services Inc OKC, OK		MTZ Construction Inc OKC, OK		Rudy Construction Co OKC, OK	
Item No.	Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	201(A)	Clearing and Grubbing	1.00	LSUM	\$5,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$2,720.17	\$2,720.17	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00
2	202(A)	Unclassified Excavation	800.00	CY	\$15.00	\$12,000.00	\$16.00	\$12,800.00	\$12.52	\$10,016.00	\$15.00	\$12,000.00	\$30.00	\$24,000.00
3	221(C)	Temporary Silt Fence	8,000.00	LF	\$3.00	\$24,000.00	\$2.50	\$20,000.00	\$5.09	\$40,720.00	\$2.50	\$20,000.00	\$3.00	\$24,000.00
4	221(D)	Temporary Sediment Filter	20.00	EA	\$250.00	\$5,000.00	\$150.00	\$3,000.00	\$511.60	\$10,232.00	\$50.00	\$1,000.00	\$175.00	\$3,500.00
5	221(F)	Temporary Silt Dike	200.00	LF	\$12.50	\$2,500.00	\$16.00	\$3,200.00	\$20.06	\$4,012.00	\$7.00	\$1,400.00	\$40.00	\$8,000.00
7	221(G)	Temporary Rock Filter Dam Type 1	21.00	CY	\$150.00	\$3,150.00	\$74.00	\$1,554.00	\$118.20	\$2,482.20	\$70.00	\$1,470.00	\$200.00	\$4,200.00
8	230(A)	Solid Slab Sodding	4,195.00	SY	\$3.50	\$14,682.50	\$5.00	\$20,975.00	\$6.54	\$27,435.30	\$6.00	\$25,170.00	\$4.00	\$16,780.00
9	303(A)	Aggregate Base Type A	416.00	CY	\$60.00	\$24,960.00	\$65.00	\$27,040.00	\$40.24	\$16,739.84	\$80.00	\$33,280.00	\$125.00	\$52,000.00
10	414(B)	Dowel Jointed P.C.C.PAVT. (Placement)	1,108.00	SY	\$60.00	\$66,480.00	\$38.00	\$42,104.00	\$34.37	\$38,081.96	\$50.00	\$55,400.00	\$50.00	\$55,400.00
11	414(G)	P.C. Concrete for Pavement	187.00	CY	\$140.00	\$26,180.00	\$180.00	\$33,660.00	\$215.87	\$40,367.69	\$175.00	\$32,725.00	\$375.00	\$70,125.00
12	509(B)	Class A Concrete	15.00	CY	\$750.00	\$11,250.00	\$1,300.00	\$19,500.00	\$315.09	\$4,726.35	\$350.00	\$5,250.00	\$800.00	\$12,000.00
13	510(A)	Retaining Wall	196.00	SY	\$700.00	\$137,200.00	\$230.00	\$45,080.00	\$262.39	\$51,428.44	\$170.00	\$33,320.00	\$450.00	\$88,200.00
14	609(A)	Conc. Curb (6" Barrier-Integral)	708.00	LF	\$30.00	\$21,240.00	\$15.00	\$10,620.00	\$12.03	\$8,517.24	\$19.00	\$13,452.00	\$15.00	\$10,620.00
15	609(A)	Conc. Curb (Barrier-Integral)(0"-6")	30.00	LF	\$75.00	\$2,250.00	\$13.00	\$390.00	\$10.88	\$326.40	\$15.00	\$450.00	\$20.00	\$600.00
16	609(A)	Conc. Curb (MNTBLE-Integral)(0"-6")	30.00	LF	\$75.00	\$2,250.00	\$13.00	\$390.00	\$10.88	\$326.40	\$15.00	\$450.00	\$20.00	\$600.00
17	609(B)	2'-8" Comb. Crb. & Gut. (6" Barrier)	495.00	LF	\$50.00	\$24,750.00	\$30.00	\$14,850.00	\$36.13	\$17,884.35	\$35.00	\$17,325.00	\$40.00	\$19,800.00
18	610(A)	4" Concrete Sidewalk	4,452.00	SY	\$65.00	\$289,380.00	\$60.00	\$267,120.00	\$61.20	\$272,462.40	\$67.00	\$298,284.00	\$85.00	\$378,420.00
19	610(B)	6" Concrete Driveway	1,450.65	SY	\$80.00	\$116,052.00	\$72.00	\$104,446.80	\$74.89	\$108,639.18	\$91.00	\$132,009.15	\$120.00	\$174,078.00
20	610(I)	Tactile Warning Device-New	684.00	SF	\$25.00	\$17,100.00	\$30.00	\$20,520.00	\$30.02	\$20,533.68	\$35.00	\$23,940.00	\$40.00	\$27,360.00
21	612	Remove and Relocate Light Pole	2.00	EA	\$8,000.00	\$16,000.00	\$12,700.00	\$25,400.00	\$12,512.80	\$25,025.60	\$13,865.00	\$27,730.00	\$14,000.00	\$28,000.00
22	612(A)	Manholes Adjust to Grade	2.00	EA	\$800.00	\$1,600.00	\$300.00	\$600.00	\$353.62	\$707.24	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00
23	612(E)	Valve Boxes Adjust to Grade	1.00	EA	\$300.00	\$300.00	\$180.00	\$180.00	\$204.01	\$204.01	\$650.00	\$650.00	\$800.00	\$800.00
24	612(F)	Meter Boxes Adjust to Grade	3.00	EA	\$400.00	\$1,200.00	\$180.00	\$540.00	\$362.69	\$1,088.07	\$650.00	\$1,950.00	\$800.00	\$2,400.00
25	616(B)	4" Polyvinyl Chloride (PVC) Pipe	218.00	LF	\$55.00	\$11,990.00	\$16.00	\$3,488.00	\$9.04	\$1,970.72	\$35.00	\$7,630.00	\$25.00	\$5,450.00
26	619(A)	Removal of Structures and Obstructions	1.00	LSUM	\$2,000.00	\$2,000.00	\$6,500.00	\$6,500.00	\$12,435.08	\$12,435.08	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
27	629(D)	Remove and Reset Mailbox	4.00	EA	\$250.00	\$1,000.00	\$500.00	\$2,000.00	\$300.12	\$1,200.48	\$150.00	\$600.00	\$350.00	\$1,400.00
28	805(D)	Remove and Reset Existing Signs	11.00	EA	\$400.00	\$4,400.00	\$210.00	\$2,310.00	\$277.00	\$3,047.00	\$150.00	\$1,650.00	\$500.00	\$5,500.00

City of Shawnee: Kickapoo Street Sidewalk Improvements
Bid Date: August 1st, 2022 - 6:00 PM
Olsson No. 021-00436



Part A- Roadway					Engineer's Estimate (Olsson)		EMC Services OKC, OK		C-P Integrated Services Inc OKC, OK		MTZ Construction Inc OKC, OK		Rudy Construction Co OKC, OK	
Item No.	Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
29	619(B)	Removal of Curb	1,600.00	LF	\$14.00	\$22,400.00	\$8.00	\$12,800.00	\$7.77	\$12,432.00	\$7.00	\$11,200.00	\$10.00	\$16,000.00
30	619(B)	Removal of Sidewalk	50.00	SY	\$40.00	\$2,000.00	\$12.00	\$600.00	\$20.13	\$1,006.50	\$15.00	\$750.00	\$15.00	\$750.00
31	SP-1	1/2" Galv. Steel Plate (3'-6" X 6'0")	1.00	EA	\$9,000.00	\$9,000.00	\$2,200.00	\$2,200.00	\$2,244.14	\$2,244.14	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
Subtotal- Part A Roadway					\$877,314.50		\$714,867.80		\$739,012.44		\$778,085.15		\$1,074,883.00	

Part A- Traffic Signing and Striping														
32	855(A)	Traffic Stripe (Plastic)(24" Wide)	424.00	LF	\$8.00	\$3,392.00	\$38.00	\$16,112.00	\$45.56	\$19,317.44	\$9.50	\$4,028.00	\$15.00	\$6,360.00
Subtotal- Part A Traffic Signing and Striping					\$3,392.00		\$16,112.00		\$19,317.44		\$4,028.00		\$6,360.00	

Part A- Traffic Control														
33	880(J)	Construction Traffic Control	1.00	LSUM	\$22,500.00	\$22,500.00	\$11,200.00	\$11,200.00	\$9,996.64	\$9,996.64	\$7,500.00	\$7,500.00	\$25,000.00	\$25,000.00
Subtotal- Part A Traffic Control					\$22,500.00		\$11,200.00		\$9,996.64		\$7,500.00		\$25,000.00	

Part A- Construction														
34	106	Quality Control and Acceptance	1.00	LSUM	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$10,200.65	\$10,200.65	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
35	220	SWPPP Documentation and Management	1.00	LSUM	\$2,500.00	\$2,500.00	\$2,300.00	\$2,300.00	\$4,760.30	\$4,760.30	\$3,750.00	\$3,750.00	\$1,500.00	\$1,500.00
36	641	Mobilization	1.00	LSUM	\$45,000.00	\$45,000.00	\$28,000.00	\$28,000.00	\$32,000.66	\$32,000.66	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
37	642	Construction Staking	1.00	LSUM	\$9,000.00	\$9,000.00	\$17,000.00	\$17,000.00	\$6,528.42	\$6,528.42	\$20,000.00	\$20,000.00	\$7,500.00	\$7,500.00
Total Bid Amount					\$964,706.50		\$792,679.80		\$821,816.55		\$878,363.15		\$1,155,243.00	

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Shawnee will receive sealed bids in the City Hall (City Clerk's Office), 16 W. 9th St., Shawnee, OK 74802 for:

KICKAPOO STREET SIDEWALK IMPROVEMENTS

Event	Date(s)
Invitation to Bid Published	Thursdays: June 23, June 30, and July 7, 2022
Pre-Bid Conference (Mandatory)	Thursday, July 14, 2022, 2:00 PM
Addenda Issued	No later than Monday, July 25, 2022
Bid Opening	Monday, August 1, 2022 6:00 PM

Bids will be received by the City Clerk until 4:00 pm, Monday, August 1, 2022, and publicly opened at the City Board Meeting in City Hall at 6:00 pm, Monday, August 1, 2022. All bids will remain at least forty-eight hours thereafter, before a contract will be made and entered into thereon. The outside of the bid envelope should be clearly marked with the name of the bidder, the project name, the project number, the bid number, and the date/time of the bid opening.

Each bidder is required to submit with their bid a bid security in the form of a cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the amount of the bid.

The bid submitted as a legal offer and any bid when accepted by the City constitutes a firm price.

Sales Tax Exemption: All bids shall be made without sales tax included based on City of Shawnee sales tax exemption as effective on the bid date.

The bidder must use the provided bid forms and affidavits, and all forms must be signed and notarized/attested. The bidder must file the bid in a sealed envelope. All bids must be typewritten or in ink. One (1) copy addressed to the City Clerk will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

"SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENT – MACARTHUR STREET TO I-40, CITY OF SHAWNEE"

A mandatory pre-bid conference will be held at 2:00 PM on Thursday, July 14, 2022 at Shawnee City Hall.

Bids will be referred to city staff for evaluation. The City Board may award to the "lowest responsible bidder". The City Board reserves the right to reject any or all bids and to waive any technicalities in the bidding process. No bid may be altered, withdrawn, or resubmitted within 30 days after the date set for the opening of bids.

To be qualified to Bid, a complete set of plans, specifications, contract document must be obtained from www.questcdn.com for a fee of \$15 (nonrefundable). Once logged into the site,

insert eBidDoc project number 8236890 (Shawnee, OK; Kickapoo Street Sidewalk Improvements).

Technical questions should be directed to:

Derick Millican, PE; 405.242.6659; dmillican@olsson.com

Upon notice of award, the successful bidder shall return the executed contract within fifteen (15) calendar days along with a performance bond, statutory bond and maintenance bond.

This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

City of Shawnee
Shawnee, Oklahoma

By: 
Assistant City Manager

Contractor _____

**PROPOSALS MUST BE RECEIVED BY MONDAY,
AUGUST 1, 2022 AT 4:00 P.M.**

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
KICKAPOO STREET SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40

BID OPENING:
MONDAY, AUGUST 1, 2022 AT 6:00 P.M.

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

OLSSON

11600 Broadway Extension Ste. 300
Oklahoma City, OK 74137-2852



CITY OF SHAWNEE

16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, AUGUST 1, 2022, AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY, AUGUST 1, 2022
AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK IMPROVEMENTS

LOCATION: KICKAPOO ST. -- MACARTHUR ST. TO I-40

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: *ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.**

SIGN: **CONTRACTOR'S PERFORMANCE RECORD
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT**

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEREOF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO: CONTRACTOR'S ID NO.

**BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.**

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This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

City of Shawnee
Shawnee, Oklahoma

By: 
Assistant City Manager

SIGNATURE REQUIREMENTS FOR BIDDING DOCUMENTS

All Bid Documents and Contract Documents must be signed in blue ink by a person having the legal authority to bind the Bidder/Contractor and be completed in accordance with the rules listed below.

PART I. A. INSTRUCTIONS FOR SUBMISSION OF THE BID DOCUMENTS

- (1) All documents shown on the "List of Documents Required for this Bid" or in the Standard Specifications, Special Provisions or Special Provisions - Technical must be completed and submitted as provided herein.
- (2) The name of the individual, Limited Liability Company, partnership, corporation or joint venture submitting the Bid must be typed or legibly printed in the space provided. The Bidding Documents must be signed in ink in accordance with the requirements of Part I.B. herein. The name and title of each person who signed the Bidding Documents must be typed or legibly printed on the line below the signature line.
- (3) All blank spaces in the Bidding Documents, which require the provision of any information or any statement from the Bidder must be filled in.
- (4) All Affidavits must be signed and notarized. The notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (5) The Bid Bond must be submitted in the sealed envelope with the Bid.
- (6) The Bid Form, Affidavits and Bid Security, and any other required documents, must be enclosed in a sealed envelope. Place the name of the Bidder and the words **"SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENTS – MACARTHUR STREET TO I-40, CITY OF SHAWNEE"** on the envelope.

PART I. B. AUTHORIZED SIGNATURE AND MINIMUM REQUIREMENTS FOR BIDDING DOCUMENTS

- (1) Bids submitted by a Corporation: Bidding Documents must have the original blue ink signature of the President or Vice President of the corporation, or comply with Part I.B.(6).
- (2) Bids submitted by a Sole Proprietorship or Individual: Bidding Documents must have the original blue ink signature of the owner or individual, or comply with Part I.B.(6).
- (3) Bids submitted by a Partnership: Bidding Documents must have the original blue ink signature of a General Partner, or comply with Part I.B.(6).

- (4) Bids submitted as a Joint Venture: If two or more parties submit a joint Bid, the Bid Documents must have the original blue ink signatures of the appropriate representatives of each/all parties. Such Bidders should alter all Documents, but only to provide signature lines (name of Bidder, signature line, and name and title line) to meet this requirement, or comply with Part I.B.(6). Where notarization is required on the forms, each signature must be properly notarized.
- (5) Bids Submitted by a Limited Liability Company: Bidding Documents must have the original blue ink signature of an authorized agent having authority to bind the limited liability company, or comply with Part I.B.(6). Such Bids must be accompanied by the documentation required in Part II.B. (5) below.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Bidding Documents to an authorized agent. In such cases, all documents requiring signature must have the original blue ink signature of the "authorized" agent. Attached to the Bidding Documents must be the documentation required in Part II.B. (6) below.
- (7) Additional Documentation: Additional documentation of signature and authority may be required on any authority issue or Contract issue.

PART II. A. INSTRUCTIONS FOR SUBMISSION OF THE CONTRACT DOCUMENTS

- (1) All documents listed on the "List of Contract Documents" must be submitted within fifteen (15) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City's Project Manager/Engineer (if the Bidder shows delays in returning the contract are beyond the Bidder's control).
- (2) The Contract and other forms must be signed and, if so provided on the form, notarized. Where notarization is required, the notary must legibly: enter the date; enter the name of the person(s) sworn; sign as Notary Public; provide the date of commission expiration; and may impress his/her notary seal or stamp.
- (3) Type or legibly print the name of the individual, Limited Liability Company, partnership, corporation or joint venture awarded the Contract on the line provided for this information. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line.

PART II. B. MINIMUM SIGNATURE REQUIREMENTS FOR SUBMISSION OF THE
CONTRACT AND BONDS

- (1) Contracts submitted by a Corporation: Contract Documents must have the original blue ink signature of the President or Vice President of the corporation. That signature must be witnessed by the Corporate Secretary or Assistant Corporate Secretary, and the firm's corporate seal, if any, must be affixed in accordance with 18 O.S. (1991) §1016. Should the corporation not have a seal or should the seal not be available, then the person signing must demonstrate authority to bind the corporation, as set forth in paragraph II.B.(6) below. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (2) Contracts submitted by a Sole Proprietorship or Individual: Contract Documents must have the original blue ink signature of the owner or individual, respectively, on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (3) Contracts submitted by a Partnership: Contract Documents must have the original blue ink signature of a General Partner on the signature line, or comply with Part II.B.(6). The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (4) Contracts submitted by a Joint Venture: If two or more parties submit a joint Bid, the Contract Documents must be signed blue in ink by the appropriate representatives of each/all parties. Any of the parties which are corporations must have the appropriate signature(s) and attestation(s) as provided above, or comply with Part II.B.(6). The Contract Documents should be altered, but only to add the signature lines (name of Contractor, signature line, name and title line, and attestation line) to meet this requirement. The name and title of each person who signed the Contract or bond must be typed or legibly printed on the line below the signature line.
- (5) Contracts Submitted by a Limited Liability Company: Contract Documents must have the original blue ink signature of an authorized agent having authority to sign contracts and bonds and to bind the limited liability company. Attached to the Contract Documents, signed by the authorized agent, must be a properly executed copy of the articles of organization; the operating agreement; and any bylaws, resolution or other document of the authorizing entity, specifically providing the authorized agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. All documents designating and authorizing the agent to bind the limited liability company must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract Documents must be typed or legibly printed on the line below the signature line. Additional pages may be added, but each signature must be properly notarized.
- (6) Signature Requirements for Bidder's Authorized Agent: Some businesses may delegate the authority to sign the Contract Documents to an authorized agent. In such cases, all Contract Documents requiring signature must have the original blue ink signature of the "authorized" agent. Attached to the Contract Documents, signed by the authorized agent,

must be a properly executed power of attorney or other document of the authorizing entity, specifically providing the "authorized" agent with the authority to execute the Contract Documents on behalf of and binding the authorizing entity. Each signature on the authorizing documents must be notarized by a Notary Public who will complete the required information and may affix his/her seal or stamp. The name and title of each person who signed the Contract, bond, or any authorizing document must be typed or printed on the line below the signature line. Additional pages may be added, but all signatures must be properly notarized.

- (7) Additional Documentation: Additional documentation may be required.

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CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - ROADWAY

201(A)	CLEARING AND GRUBBING	LSUM	1.00		
202(A)	UNCLASSIFIED EXCAVATION	CY	800.00		
221(C)	TEMPORARY SILT FENCE	LF	8,000.00		
221(D)	TEMPORARY SEDIMENT FILTER	EA	20.00		
221(F)	TEMPORARY SILT DIKE	LF	200.00		
221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	CY	21.00		
230(A)	SOLID SLAB SODDING	SY	4,195.00		
303(A)	AGGREGATE BASE TYPE A	CY	416.00		
414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	CY	416.00		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	187.00		
509(B)	CLASS A CONCRETE	CY	15.00		
510(A)	RETAINING WALL	SY	196.00		
609(A)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	708.00		
609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")	LF	30.00		
609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")	LF	30.00		
609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	LF	495.00		
610(A)	4" CONCRETE SIDEWALK	SY	4,452.00		
610(B)	6" CONCRETE DRIVEWAY	SY	1,450.65		

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(I)	TACTILE WARNING DEVICE-NEW	SF	684.00		
612	REMOVE AND RELOCATE LIGHT POLE	EA	2.00		
612(A)	MANHOLES ADJUST TO GRADE	EA	2.00		
612(E)	VALVE BOXES ADJUST TO GRADE	EA	1.00		
612(F)	METER BOXES ADJUST TO GRADE	EA	3.00		
616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	LF	218.00		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00		
629(D)	REMOVE AND RESET MAILBOX	EA	4.00		
805(D)	REMOVE AND RESET EXISTING SIGNS	EA	11.00		
619(B)	REMOVAL OF CURB	LF	1,600.00		
619(B)	REMOVAL OF SIDEWALK	SY	50.00		
SP-1	1/2" GALV. STEEL PLATE (3'-6" X 6'-0")	EA	1.00		
	SUBTOTAL - PART A ROADWAY				

PART A - TRAFFIC SIGNING AND STRIPING

855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	LF	424.00		
	SUBTOTAL - PART A TRAFFIC SIGNING & STRIPING				

PART A - TRAFFIC CONTROL

880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00		
	SUBTOTAL - PART A TRAFFIC CONTROL				

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - CONSTRUCTION

106	QUALITY CONTROL AND ACCEPTANCE	LSUM	1.00		
220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00		
641	MOBILIZATION	LSUM	1.00		
642	CONSTRUCTION STAKING	LSUM	1.00		
				TOTAL BID AMOUNT	

Section 32 32 23

Keystone Concrete Retaining Wall

Part 1: GENERAL

1.01 Description

- A. Work shall consist of designing, furnishing and construction of a KEYSTONE Compac III unit retaining wall system in accordance with these specifications and in reasonably close conformity with the lines, grades, design and dimensions shown on the plans. No alternate wall systems will be considered.
- B. Work includes preparing foundation soil, furnishing and installing leveling pad, unit facing system, unit drainage fill and reinforced backfill to the lines and grades shown on the construction drawings.
- C. Work includes furnishing and installing geogrid soil reinforcement of the type, size, location and lengths designated on the construction drawings.

1.02 Related Sections

- A. Section 31 00 00 – Earthwork

1.03 Reference Documents

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M 252 Corrugated Polyethylene Drainage Pipe
 - 2. AASHTO M 288 Geotextile Specification for Highway Applications
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM C140 Sampling and Testing Concrete Masonry Units
 - 2. ASTM C1372 Specification for Dry-Cast Segmental Retaining Wall Units
 - 3. ASTM D442 Particle Size Analysis of Soils
 - 4. ASTM D698 Laboratory Compaction Characteristics of Soil – Standard Effort
 - 5. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil In Place by the Sand Cone Method
 - 6. ASTM D1557 Laboratory Compaction Characteristics of Soil – Modified Effort
 - 7. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - 8. ASTM D2922 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - 9. ASTM D3034 Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer pipe and Fittings
 - 10. ASTM D4318 Liquid Limit, Plastic Limit and Plasticity Index of Soils
 - 11. ASTM D4475 Horizontal Shear Strength of Pultruded Reinforced Plastic Rods
 - 12. ASTM D4476 Flexural Properties of Fiber Reinforced Pultruded Plastic Rods
 - 13. ASTM D4595 Standard Test Method for Tensile Properties of Geotextiles by Wide-Width Strip Method
 - 14. ASTM D4873 Standard Guide for Identification, Storage and Handling of Geosynthetics
 - 15. ASTM D5262 Standard Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
 - 16. ASTM D5321 Standard Test Method for Determining the Coefficient of Soil and Geosynthetic or Geosynthetic and Geosynthetic Friction by the Direct Shear Method

17. ASTM D5818 Standard Practice for Obtaining Samples of Geosynthetics from a Test Section for Assessment of Installation Damage
18. ASTM D6637 Standard Test Method for Determining Tensile Properties of Geogrids by the Single or Multi-Rib Method
19. ASTM D6638 Standard Test Method for Determining Connection Strength Between Geosynthetic Reinforcement and Segmental Concrete Units
20. ASTM D6706 Standard Test Method for Measuring Geosynthetic Pullout Resistance in Soil
21. ASTM D6916 Standard Test Method for Determining the Shear Strength Between Segmental Concrete Units

C. National Concrete Masonry Association (NCMA)

1. NCMA SRWU-1 Test Method for Determining Connection Strength of SRW
2. NCMA SRWU-2 Test Method for Determining Shear Strength of SRW

1.04 Definitions

- A. Compac III Unit – a dry-stacked concrete retaining wall unit machine made from Portland cement, water, aggregates, manufactured by a licensed manufacturer of Keystone.
- B. Structural Geogrid – a polymeric material formed by a regular network of connected tensile elements with apertures of sufficient size to allow interlocking with surrounding soil, rock or earth and function primarily as reinforcement.
- C. Unit Drainage Fill – drainage aggregate that is placed within and immediately behind the Keystone concrete units.
- D. Reinforced Backfill – compacted soil that is placed within the reinforced soil volume as outlined on the plans.
- E. Retained Soil – the soil mass behind the reinforced backfill.
- F. Foundation Soil – the soil mass below the leveling pad and reinforced backfill.
- G. Leveling Pad – crushed stone, sand and gravel or unreinforced concrete material placed to provide a level surface for placement of the Keystone concrete units.
- H. Geosynthetic Reinforcement – polymeric material designed specifically for soil reinforcement.

1.05 Submittals and Certification

- A. Contractor shall submit a Manufacturer's certification, prior to the start of work, that the retaining wall system components meet the requirements of this specification and the structure design.
- B. Contractor shall submit construction drawings and design calculations for the retaining wall system prepared and stamped by a Professional Engineer registered in the state of the project.

1.06 Quality Assurance

- A. Contractor shall submit a list of five (5) previously constructed projects of similar size and magnitude by the wall installer where the Compac retaining wall system has been constructed successfully. Contact names and phone numbers shall be listed for each project.

- B. Contractor shall provide evidence that the design engineer has a minimum of five years documented experience in the design of reinforced soil structures. The design engineer shall provide proof of current professional liability insurance with an aggregate coverage limit of not less than \$2,000,000.
- C. Owner shall/may provide quality assurance inspection and testing during earthwork and wall construction operations. Contractor shall provide all quality control testing and inspection not provided by the owner. Owner's quality assurance program does not relieve the contractor of responsibility for quality control and wall performance.

1.07 Delivery Handling and Storage

- A. Contractor shall check all materials upon delivery to assure that the proper type, grade, color, and certification have been received.
- B. Contractor shall protect all materials from damage due to jobsite conditions and in accordance with manufacturer's recommendations. Damaged materials shall not be incorporated into the work.

PART 2: PRODUCTS

2.01 Keystone Concrete Retaining Wall Units

- A. Compac III retaining wall units shall conform to the following architectural requirements
 - 1. Face color - concrete gray, unless otherwise specified. The Owner may specify standard manufacturers' color.
 - 2. Tri-plane or Straight Face finish - hard split in angular tri-plane or straight face configuration. Other face finishes will not be allowed without written approval of Owner.
 - 3. Bond configuration - running with bonds nominally located at midpoint in vertically adjacent units.
 - 4. Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 20 feet (6 m) under diffused lighting.
- B. Keystone concrete units shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.
- C. Keystone concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:
 - 1. Compressive strength: ≥ 3000 psi (21 MPa).
 - 2. Absorption: ≤ 8 % for standard weight aggregates.
 - 3. Dimensional tolerances: $\pm 1/8$ " (3 mm) from nominal unit dimensions not including rough split face.
 - 4. Unit Size: 8" (203 mm) (H) x 18" (457 mm) (W) x 12" (304 mm)(D) minimum.
- D. Keystone concrete units shall conform to the following constructability requirements:
 - 1. Vertical setback: $1/8$ inch (3 mm) $\pm$ per course (near vertical) or $1\ 1/8$ inch (28 mm) + per course, per the design.
 - 2. Alignment and grid attachment mechanism - fiberglass pins, two per unit.
 - 3. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

2.02 Shear and Reinforcement Pin Connectors

- A. Shear and reinforcement pin connectors shall be 1/2-inch (12 mm) diameter thermoset isophthalic polyester resin pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units and geosynthetic reinforcement, with the following requirements:
1. Flexural Strength in accordance with ASTM D4476: 128,000 psi (882 MPa) minimum.
 2. Short Beam Shear in accordance with ASTM D4475: 6,400 psi (44 MPa) minimum.
- B. Shear and reinforcement pin connectors shall be capable of holding the geogrid in the proper design position during grid pre-tensioning and backfilling.

2.03 Base Leveling Pad Material

- A. Material shall consist of a compacted crushed stone base, sand and gravel or unreinforced concrete, as shown on the construction drawings.

2.04 Unit Drainage Fill

- A. Unit drainage fill shall consist of clean 1 inch (25 mm) minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inch (25 mm)	100
3/4-inch (19mm)	75 – 100
No. 4 (4.75 mm)	0 – 10
No. 50 (300 um)	0 - 5

- B. Drainage fill shall be placed within the cores of, between, and behind the units as indicated on the design drawings. Not less than 1.3 cubic foot (0.036 m³), of drainage fill shall be used for each square foot (0.093 m²) of wall face unless otherwise specified.

2.05 Reinforced Backfill

- A. Reinforced backfill shall be free of debris and meet the following gradation tested in accordance with ASTM D-422:

<u>Sieve Size</u>	<u>Percent Passing</u>
1 1/2 inch (38 mm)	100
3/4-inch (19 mm)	75 – 100
No. 40 (425 um)	0 – 60
No. 200 (75 um)	0 – 35

Plasticity Index (PI) < 15 and Liquid Limit < 40, per ASTM D4318

- B. The maximum aggregate size shall be limited to 3/4 inch (19 mm) unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

- C. Material can be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, shall not be used in the backfill or reinforced backfill soil mass.
- D. Contractor shall submit reinforced fill sample and laboratory test results to the Architect/Engineer for approval, prior to the use of any proposed reinforced backfill material.

2.06 Geogrid Soil Reinforcement

- A. Geosynthetic reinforcement shall consist of geogrids manufactured for soil reinforcement applications and shall be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid shall be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid shall be coated with an impregnated PVC coating that resists peeling, cracking and stripping.
- B. T_a – Long Term Allowable Tensile Design Load. T_a of the geogrid material shall be determined as follows: $T_a = T_{ult}/(RF_{cr} * RF_d * RF_{id} * FS)$. T_a shall be evaluated based on a 75 year design life.
 - 1. T_{ult} – Short Term Ultimate Tensile Strength. T_{ult} shall be determined in accordance with ASTM D4595 or ASTM D6637. T_{ult} is based on the minimum average roll values (MARV).
 - 2. RF_{cr} – Reduction Factor for Long Term Tension Creep. RF_{cr} shall be determined from 10,000 hour creep testing performed in accordance with ASTM D5262. $RF_{cr} = 1.45$ minimum.
 - 3. RF_d – Reduction Factor for Durability. RF_d shall be determined from polymer specific durability testing covering the range of expected soil environments. $RF_d = 1.10$ minimum.
 - 4. RF_{id} – Reduction Factor for Installation Damage. RF_{id} shall be determined from product specific construction damage testing performed in accordance with ASTM D5818. Test results shall be provided for each product to be used with project specific or more severe soil types. $RF_{id} = 1.05$ minimum.
 - 5. FS – Overall Design Factor of Safety. FS shall be 1.5 unless noted for the maximum allowable working stress calculation.
- C. The maximum design tensile load of the geogrid shall not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures shall be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.
- D. C_i – Coefficient of Soil Interaction. C_i values shall be determined per ASTM D6706 at a maximum 0.75 inch (19 mm) displacement.
- E. The geogrid manufacturer shall have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing shall include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

2.07 Drainage Pipe

- A. If required, drainage pipe shall be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

2.08 Geotextile Filter Fabric

- A. When required, geotextile filter fabric shall be a needle-punched nonwoven fabric that meets the requirements of AASHTO M288.

PART 3: EXECUTION

3.01 Excavation

- A. Contractor shall excavate to the lines and grades shown on the construction drawings. The Owner or Contractors QA/QC representative shall inspect the excavation and test the foundation soils and approve prior to placement of the leveling pad material or fill soils. Any over-excavation required to remove unsuitable soils shall be oversized from the front of the leveling pad and back of the geogrid reinforcement.
- B. Over-excavation and replacement of unsuitable soils and replacement with approved compacted fill will be compensated as agreed upon with the Owner.

3.02 Base Leveling Pad

- A. Leveling pad material shall be placed to the lines and grades shown on the construction drawings to a minimum thickness of 6 inches (150 mm) and extend laterally a minimum of 6 inches in front and behind the Keystone wall unit.
- B. Soil leveling pad materials shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557.
- C. Leveling pad shall be prepared to insure full contact with the base surface of the concrete units.

3.03 Keystone Unit Installation

- A. First course of units shall be placed on the leveling pad at the appropriate line and grade. Alignment and level shall be checked in all directions and insure that all units are in full contact with the base and properly seated.
- B. Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves shall be in accordance with manufacturer's recommendations.
- C. Install shear/connecting pins per manufacturer's recommendations.
- D. Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill.
- E. Maximum stacked vertical height of wall units, prior to drainage fill and backfill placement and compaction, shall not exceed three courses.

3.04 Structural Geogrid Installation

- A. Geogrid shall be installed with the highest strength direction perpendicular to the wall alignment.
- B. Geogrid reinforcement shall be placed at the strengths, lengths and elevations shown on the construction drawings, or as directed by the engineer.
- C. The geogrid shall be laid horizontally on compacted backfill and attached to the Keystone wall unit pins and within 1 inch of the face of the units. Place the next course of Keystone units over the geogrid. The geogrid shall be pulled taut and anchored prior to backfill placement on the geogrid.
- D. Geogrid reinforcements shall be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

3.05 Reinforced Backfill Placement

- A. Reinforced backfill shall be placed, spread and compacted in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.
- B. Reinforced backfill shall be placed and compacted in lifts not to exceed 6 inches (150 mm) where hand operated compaction equipment is used, or 8 – 10 inches (200 to 250 mm) where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density, as needed.
- C. Reinforced backfill shall be compacted to a minimum of 95% of Standard Proctor density per ASTM D697 or 92% Modified Proctor density per ASTM D1557. The moisture content of the reinforced backfill material during compaction shall be uniformly distributed throughout each layer and shall be dry of optimum by 0 to 3 percentage points of moisture.
- D. Only hand operated compaction equipment shall be allowed within 3 feet (1 M) from the back of the Keystone concrete units.
- E. Tracked construction equipment shall not be operated directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches (150 mm) is required prior to operation of tracked vehicles over the geogrid. Tracked vehicle turning should be kept to a minimum to prevent tracks from displacing the fill and damaging or displacing the Keystone units or geogrid.
- F. Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH. Sudden braking and turning shall be avoided.
- G. At the end of each day's operation, the Contractor shall slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

3.06 Cap Installation

- A. Prior to placement of the cap units, the upper surface of the top course of wall units shall be cleaned of soil and any other material.
- B. Cap units shall be adequately glued to the underlying wall units with an all-weather exterior construction adhesive.

3.07 As-built Construction Tolerances

- A. Vertical alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
- B. Wall batter: within 2 degrees of design batter. Overall wall batter shall be ≥ 0 degrees.
- C. Horizontal alignment: ± 1.5 inches (40 mm) over any 10 foot (3 m) distance.
- D. Corners and curves: ± 1 foot (300 mm) to theoretical location.
- E. Maximum horizontal gap between erected units shall be $\leq 1/2$ inch (13 mm).

3.08 Field Quality Control

- A. Quality Assurance – The owner shall/may engage inspection and testing services, including independent laboratories, to provide quality assurance and testing services during construction. This does not relieve the Contractor from securing the necessary construction quality control testing.
- B. Quality assurance should include foundation soil inspection and testing and verification of the geotechnical design parameters and verification that the contractor's quality control testing is adequate as a minimum. Quality assurance shall also include observation of the construction for general compliance with the design drawings and project specifications. Quality assurance is usually best performed by the site geotechnical engineer.
- C. Quality Control – The Contractor shall engage independent inspection and testing services to perform the minimum quality control testing described in the retaining wall design plans and specifications. Only qualified and experienced technicians and engineers shall perform quality control testing and inspection services.
- D. Quality control testing shall include soil and backfill testing to verify soil types and strengths, compaction and moisture conditions and verification that the retaining wall is being constructed in accordance with the design plans and specifications.

PART 4: MEASUREMENT AND PAYMENT

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

Submitted by _____,

A Corporation
A Co-partnership
An Individual

Principal Office

(Address & Phone)

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

The Contractor is aware that:

“The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor’s rights, title, or interests therein without the written or electronic consent of the City Manager or his authorized representative. The Contractor shall perform at least **50 percent** of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage.”

Dated at _____, this _____ day of _____, 20____

By _____

Title of Person Signing _____

Name of Organization _____

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

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of 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 of 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 herein above mentioned exist, affiant should so state.)

(Signature of Affiant)

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

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
NON-CONCLUSION BIDDING CERTIFICATION

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state 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. I am 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 to the following:

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

- b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
- c. Any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor’s direction or control has 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 procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20____.

(Signature)

(Print Name)

(Position in the Company)

CITY OF SHAWNEE
KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

COUNTY OF _____)

I, _____, of lawful age, and having been first duly

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

AFFIANT

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

Notary Public

My Commission Number: _____

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this _____, 2022, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

WITNESSETH, that for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to build and complete:

KICKAPOO ST. SIDEWALK IMPROVEMENTS -- MACARTHUR ST. TO I-40

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Shawnee, Oklahoma, designated as:
SIDEWALK IMPROVEMENTS

and with the Oklahoma Standard Specifications for Highway Construction, 2019 Edition, (the "Specifications"), with the Proposal filed with the City of Shawnee on MONDAY, AUGUST 1, 2022 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept, and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City's cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor

shall comply with the Oklahoma Workmen's Compensation Law and shall file a Certificate of Workman's Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
An Individual – A Member of the Firm – Vice-President Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }SS.

COUNTY OF _____ }

This instrument was acknowledged before me on _____, _____

Notary Public

(SEAL)

My commission expires: _____

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

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

- (Name & Title)

My Commission expires:

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION

KICKAPOO ST. SIDEWALK IMPROVEMENTS
MACARTHUR ST. TO I-40
CITY OF SHAWNEE

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___ No___
2. Did you bring material from out of state into Oklahoma? Yes___ No___
3. Period of the contract: From _____ To_____
4. Have you held previous contracts with the City of Shawnee? Yes___ No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes____ No____

OTC Signature

Date

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

CITY OF SHAWNEE

If this contract is governed by the Oklahoma Public Competitive Bidding Act of 1974, then Section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 O.S. §121 states as follows:

- A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Department of Central Services, or the administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.
- E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.
- F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the City to approve change

orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars (\$25,000.00) in expenditure and complies with the limits established by this section. The Director of the City shall sign and execute all contracts and change orders.

G. The City Commission may, by rule, authorize the Director of the City to approve change orders in an amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00). Change orders approved by the Director shall be presented to the City Commission during the next regular meeting and the reasons therefor recorded in the permanent records. The City of Shawnee may authorize the Director of the City to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Change orders approved by the Director of the City shall be presented to the City during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the City shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (____) _____ as Principal, and

_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____,

City, State, Zip Code _____,

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated 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 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 dated _____, 20____, for the construction or performance of:

PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual Proprietor/

Partner/Authorized Officer

SURETY

By: _____

Authorized Attorney-in-Fact or

an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day
of

_____, 20____.

Notary Public in and for the

State of _____

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (_____) _____, as Principal, and _____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the City of Shawnee, in the penal sum of not less than _____

_____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated 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 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 dated _____, 20____, for the construction or performance of:

PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS

MACARTHUR ST. TO I-40

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtedness's incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual/Proprietor/
Partner/Authorized Officer

SURETY

By: _____

Authorized Attorney-in-Fact or an
Authorized Officer of Surety

SUBSCRIBED before me, a Notary Public, by the Principal's representative on this ____ day
of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

MAINTENANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose
principal or home office address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone: (_____) _____, as Principal, and

_____, a corporation
organized in the State of _____, and authorized to transact a
commercial surety business in the State of Oklahoma, whose principal or home office mailing
address is:

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than

_____ (\$_____)

in lawful money of the United States of America, said sum being equal to the estimated 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 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
dated _____, 20____, for the construction or performance of:

**PROJECT: KICKAPOO ST. SIDEWALK IMPROVEMENTS—
MACARTHUR ST. TO I-40**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and timely remedy or correct all defective workmanship and materials appearing in the Project within one year from and after its acceptance by the City of Shawnee, and if the Principal shall pay or cause to be paid all those entities who furnish labor and material to correct or remedy such defects and shall otherwise hold harmless and indemnify the City of Shawnee for all costs it might incur in remedying said defects, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety agrees that no quantity overruns, changes in the work or alterations in the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and that no deviations in the plan or mode of procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an
Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day
of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

RELEASE OF CLAIMANTS

Date: _____

Project: _____

Dear Sir:

I hereby acknowledge receipt of _____
_____ dollars (\$ _____) in full payment of my contract
dated _____ for improvement work which I did for you and which is described in my
contract.

I certify that I have paid in full for all materials purchased and all labor employed in the
performance of this contract and that there are no claims against me as an employer under this contract
on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any
claims arising by virtue of this contract.

WARNING

The making of any false statement or misrepresentation herein
may be a crime punishable under Title 18 USC §1001, which
provides in part: "Whoever, in any matter within the jurisdiction
of any department or agency of the United States knowingly and
willfully... makes any false, fictitious or fraudulent statement or
entry, shall be fined no more than \$10,000 or imprisoned not
more than five years, or both."

Sincerely,

Contractor

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 - IN GENERAL

1.1 BIDDING DOCUMENTS; DEFINITIONS

1.1.1 The “Bidding Documents” consist of the “Bid Documents” and the “Contract Documents”.

The “Bid Documents” consist of: Notice to Bidders; Instructions to Bidders; List of Documents Required for this Bid; Signature Requirements for Bidding Documents; Bid Package Cover Sheet; Bid Form including Bid Form with Alternates and/or Detailed or Unit Price Bid Form, if included in the documents; Non-Collusion Affidavit; Business Relationship Affidavit; any other documents listed in the List of Documents Required for this Bid; and any Addenda issued prior to the Bid Date.

The “Contract Documents” consist of: Contract; Performance Bond; Statutory Bond; Maintenance Bond; Contractor Identification Numbers; Special Provisions; Special Provisions - Technical; Drawings; Plans; Specifications; other documents provided in the Contract Documents or required to be submitted with the Contract; and all Addenda issued prior to the Bid Date. Any Amendments and/or Change Orders issued after the award of Contract shall be a part of the Contract Documents upon their approval by the City.

These Specifications, Supplemental Specifications, Plans, Special Provisions, and all supplementary documents are essential parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Contract. In case of discrepancy between these Contract components, the governing ranking will be:

<u>Dimensions</u>	<u>Information</u>
1. Project Plans	1. Supplemental Conditions
2. Calculated	2. Project Plans
3. Standard Specifications	3. Special Provisions
4. Standard Plans & Details	4. Standard Specifications
5. Scaled	5. Standard Plans & Details

Oral changes received at pre-bid conferences are not binding. Changes must be reduced to writing and issued as addenda before they can be binding.

The Contractor shall not take advantage of any apparent error or omission in the Contract. If an error or omission is discovered, the Engineer shall be promptly notified so corrections and interpretations necessary to fulfill the intent of the Contract can be made. Plan notes which appear to be in conflict, or which require clarification shall be referred to the Engineer for resolution prior to commencement of work.

Additional work, equipment, materials, appurtenances and/or accessories not herein mentioned but necessary to furnish a complete project, ready for use upon completion, shall be included in the bid.

The project shall conform to generally recognized standards of quality of materials and workmanship, subject to the bid specifications in full, and in compliance with any and all applicable federal and state safety regulations and requirements.

The completion schedule, as set forth on the bid proposal, is of vital importance and may be a governing factor in the awarding of the bid

The city may make such investigation as deemed necessary to determine the ability of the bidder to complete the project and provide any warranty repairs that might be needed. The bidder shall furnish all such information and data for this purpose as the city may request. The city reserves the right to reject any bid if the evidence submitted by, or the investigation of, such a bidder fails to satisfy the city that the bidder is properly qualified and able to carry out the obligations of the contract and to complete the project contemplated therein.

Each bidder must inform themselves fully of the conditions relating to the completion of the project described in the specifications. Failure to do so will not relieve the successful bidder of the obligation to complete the project or otherwise carry out the provisions of their contract.

Insofar as possible, the contractor, in completing the project, must employ such methods necessary to prevent any interruption of, or interference with, the work of any other contractor.

- 1.1.2 "Addenda" are written or graphic instruments issued by the Engineer prior to the Bid date, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- 1.1.3 "Bid" is a complete and properly signed proposal to do the Work for the sums stated therein, submitted in accordance with the Bidding Documents. A submission shall not be considered a Bid if it is untimely.
- 1.1.4 The "Base Bid" is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

- 1.1.5 An "Alternate Bid (or Alternate)" is an amount stated in the Bid in lieu of the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.1.6 An "Additive Alternate Bid" is an amount stated in the bid to be added to the Base Bid or Alternate Bid if the owner chooses to award Additive Alternate.
- 1.1.7 A "Unit Price" is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.1.9 The "Bid Date" and "Bid Time" are the date and time for the receipt of Bids as provided in the Notice to Bidders.
- 1.1.10 The "Engineer" is that person or firm under contract with the City or other contracting entity to prepare the plans and specifications for and observe or otherwise act on the City's behalf during the construction of the Work.
- 1.1.11 The "Bid Security" is that security submitted with the Bid which shall be in the form of a certified check, cashier's check or Bid bond equal to five percent (5%) of the Bid or of an irrevocable letter of credit in the amount of five percent (5%) of the Bid and issued in accordance with the provisions of the Public Competitive Bidding Act of 1974, as amended. (61 Okla. Stat. 1991, §107) The calculation of the amount of the Bid Security shall be as provided in Section 4.2.1 of these Instructions to Bidders.
- 1.1.12 "Completed" shall mean that the Work shall have been constructed in accordance with the plans and specifications and other Bidding Documents and is fully completed, the final inspection(s) have been made, and any corrections made to the satisfaction of the City.
- 1.1.13 "Acceptance" shall mean the formal recorded acceptance of the project by the City of Stillwater.

1.2 CONFIDENTIALITY

- 1.2.1 No Bidder shall divulge the sealed contents of a Bid to any person whomsoever, except those having a partnership or other financial interest with the Bidder in said Bid, until after the sealed Bids have been opened. A violation on the part of the Bidder shall make void any Contract made by the Bidder with the City based upon such Bid.

1.3 SALES TAX

- 1.3.1 Title 68 Oklahoma Statutes (1991) Section 1356 (I) exempts sales to municipalities and their contractors from sales taxes on the sale of "tangible personal property or services." All Bids made for City projects shall be assumed to have been made based on such statutory exemption as effective on the Bid date. The City shall not pay any sales tax and shall not reimburse the Contractor for any tax on purchases by the Contractor except as included in the unit price. No change orders or amendments shall be approved for reimbursement of sales tax or changes in sales tax. A change in sales tax shall not be deemed a change in conditions of the Contract.
- 1.3.2 Any interpretation of or procedure for the sales tax exemption must be sought from the Oklahoma Tax Commission or the Bidder's legal counsel.

1.4 CONTRACT

- 1.4.1 The awarding of a Contract upon a successful Bid shall give the Bidder no right to action or claim against the City upon such Contract until the same shall have been reduced to writing and duly signed by the contracting parties

ARTICLE 2 - BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

- 2.1.1 The Bidder has read carefully and understands the Bidding Documents and has visited the site and become familiar with local conditions under which the work is to be performed and has informed himself by independent research of the difficulties to be encountered and personally judged the accessibility of the work and all attending circumstances affecting the cost of doing the work and of the time required for its completion and has correlated the Bidder's personal observations with the requirements of the Bidding Documents and the Bid is made in accordance therewith.
- 2.1.2 The Bidder has read and understands the Bidding Documents to the extent that such documentation relates to the work for which the Bid is submitted and for other portions of the work, if any, being Bid concurrently or presently under construction.
- 2.1.3 The Bid is based upon the materials, equipment, systems or services required by the Bidding Documents without exception.

ARTICLE 3 - BIDDING DOCUMENTS

3.1 COPIES

- 3.1.1 Bidders may obtain complete Bidding Documents from the Olsson office or the Shawnee City Hall (City Clerk's Office), or as designated in the Notice to Bidders, for the fee stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the City nor the consulting architect or consulting engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the plans with the specifications, Bid Form and other Bidding Documents. The Bidder shall compare the project to be Bid with other work being Bid concurrently or presently under construction to the extent that it relates to the work for which the Bid is submitted. The Bidder shall examine the site and local conditions. The Bidder shall at once report to the Engineer any errors, inconsistencies or ambiguities discovered. All requests for interpretation of the Bidding Documents must be made to the City and to any consulting architect or consulting engineer.
- 3.2.2 Addendum Required. The Bidding Documents represent all the information the City will provide. Interpretations and corrections of and/or changes to the Bidding Documents will be made only by addendum. Such addenda shall be issued by the Engineer and shall have been recommended and approved or ratified by the City. Interpretations and/or changes made in any other manner will not be binding upon the City and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

- 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 3.3.2 Pre-Bid Consideration; Addendum required. No substitution will be considered prior to the receipt of Bids unless a written request for approval has been received by the Engineer within seven (7) days prior to the Bid date. Such requests shall include the name of the material, product, or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, products, equipment or other portions of the work, including changes in the work of other contracts that incorporation of the proposed substitution

would require, shall be included in the request. The burden of proof of the merit of the proposed substitution is upon the proposer.

- 3.3.3 If a proposed substitution is approved prior to Bid date, such approval will be set forth in an addendum issued by the Engineer and approved by the City. Bidders shall not rely upon approvals made in any other manner.
- 3.3.4 Post-Contract Consideration. Substitutions may be considered after the award of Contract unless specifically prohibited in the Bidding Documents. However, any Bidder basing a Bid on a substitution not approved by pre-Bid addendum does so at the risk of being required to provide the materials designated in the Bidding Documents.

3.4 ADDENDA DELIVERY AND RECEIPT

- 3.4.1 The City may issue addenda as may be necessary in the best interest of the City. Addenda may amend the date and/or time for receipt of Bids or any specification, item, document or requirement in the Bidding Documents. Addenda will be mailed, faxed, or delivered only to those potential Bidders who have signed the Bidding Document Receipt List for the project, which is maintained in the Transportation Department.
- 3.4.2 Copies of addenda will be made available for inspection at the Olsson office or the Shawnee City Hall (City Clerk's Office).
- 3.4.3 The following shall be considered proof that Bidder received an addendum:
 - a) Mailed Addendum: The Bidder's signature or Bidder's representative's signature on the Certified Mail Return Receipt.
 - b) Hand Delivered or Picked-Up Addendum: The Bidder's or Bidder's representative's signature on the Addendum Received Signature List.
 - c) Faxed Addendum: The City's or the Engineer's Fax Confirmation Sheet.

It shall be the obligation of the Bidder to ascertain from the Transportation Department, within two working days prior to the Bid date, whether Bidder has received all addenda.

ARTICLE 4 - BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

- 4.1.1 Bids shall be submitted on the Bid Form(s) in the Bidding Documents or photocopies thereof.
- 4.1.2 All forms must be signed and all affidavits sworn to and notarized. All blanks on the Bid Forms and affidavits shall be filled in by typewriter or legibly printed in Blue ink.

- 4.1.3 All prices shall be distinctly legible. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of any discrepancy between the two, the amount written in words shall govern.
- 4.1.4 Where a detailed or unit price Bid Form for the submission of unit prices is provided in the Bidding Documents, the Bidder will complete the detailed Bid Form and then enter the total amount of the Bid on the Bid Form and the total amount shall be based upon the unit prices. In cases of conflict between words and numerals, the words shall govern. In cases of conflict between the amount on the Bid Form and the amount on the detailed Bid Form, the amount on the detailed Bid Form will govern.

Instructions and an example of a properly completed detailed Bid Form are provided in the attachment titled "Instructions for the Completion of the Detailed Bid Form".

Unless otherwise provided in the special provisions, where unit prices are bid, partial payments and final claims will be based on actual quantities used. Any substantial change(s) in quantities required to complete the work will require a Contract amendment, which will be based on the unit prices bid.

- 4.1.5 Bidders are **required** to provide bid amounts for all Project Schedules. Bidder are requested to submit bids for base and/or alternate bid.
- 4.1.6 Erasures and/or corrections must be initialed by the signer of the Bid. A Bid with erasures and/or corrections, which are not initialed shall be considered to be irregular.
- 4.1.7 Each and every required document must be submitted with the Bid and must be signed in ink by the person with the authority to so execute the document and must be properly attested to or witnessed in accordance with the "Signature Requirements for Bid Documents."

4.2 BID SECURITY

- 4.2.1 Each Bid shall be accompanied by a Bid Security, in the form of a cashier's check, a certified check, or a surety bond, in the amount of five percent (5%) of the amount of the Bid. For the purposes of this section, Bid shall mean the highest combination of the bid submitted for Schedule 1 and Schedule 2(base or alternate bid). The Bid Security is a pledge that the Bidder will enter into a Contract with the City on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds as required and/or the required certificates of insurance and other required documents, the amount of the Bid Security shall be forfeited to the City as liquidated damages, not as a penalty.
- 4.2.2 The City has the right to retain the Bid securities of Bidders until either (a) the Contract and bonds and other required documents have been executed or submitted by the

successful Bidder, or (b) the specified time to award Bids has elapsed so that Bids may be withdrawn in accordance with State law, or (c) all Bids have been rejected, or (d) another Bidder has been determined to be the successful Bidder.

4.3 SUBMISSION OF BIDS

- 4.3.1 One original and one copy of the Bid Form and affidavits, the Bid Security and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the City Clerk of Stillwater and shall be marked **“SEALED BID FOR KICKAPOO STREET SIDEWALK IMPROVEMENT – MACARTHUR STREET TO I-40, CITY OF SHAWNEE”** and shall state the Bidder's name and address and, if applicable, the designated portion of the work for which the Bid is submitted.

If the Bid is sent by mail, the sealed envelope, marked as described above, shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- 4.3.2 All Bids timely received shall be considered by the City prior to a Contract being awarded. Bids shall be deposited at the Office of the City Clerk, 16 W. 9TH St. Shawnee, OK 74802, not more than 96 hours, excluding Saturdays, Sundays, and holidays, prior to the Bid date and Bid time. All Bids received before more than 96 hours before the Bid date and Bid time, as well as Bids received after the time set for opening of Bids, will not be considered and will be returned unopened. Bids must be received by the Bid date and Bid time. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.3.3 The Bidder shall assume full responsibility for timely delivery of the Bid to the designated location.
- 4.3.4 Oral, telephonic, faxed, or telegraphic submissions are invalid Bids and will not receive consideration.
- 4.3.5 The Bid affidavits must be properly completed, signed, sworn to, and notarized and submitted with the Bid on the forms provided in the Bidding Documents, or photocopies thereof, and in the sealed envelope.

The required affidavits are:

1. Non-Collusion Affidavit
2. Business Relationship Affidavit
3. Such other Affidavits as may be required by law

4.4 BID WITHDRAWAL OR MODIFICATION

- 4.4.1 Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bidder may alter or withdraw his bid within the time set forth in the Notice to Bidders after opening thereof.

ARTICLE 5 - CONSIDERATION OF BIDS

5.1 OPENING OF BIDS; TIME FOR CONSIDERATION

- 5.1.1 Bids properly submitted and timely received will be opened publicly and will be read aloud in the presence of the City Clerk or their designees at the time stated in the Notice to Bidders. Opened Bids will remain on file in the Office of the City Clerk for at least forty-eight (48) hours before a Contract is entered into. A tabulation of Bid information may be made available to the Bidders within a reasonable time.
- 5.1.2 The award of Contract shall be made within thirty (30) days after the opening of Bids unless the City, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, or unless otherwise specifically stated in the Bidding Documents. The extension shall be for no more than fifteen (15) days where only state and local funds are involved or for no more than ninety (90) days where federal funds are involved.
- 5.1.3 At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications, and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.
- 5.1.4 All bids will be referred to City Staff for evaluation.

5.2 REJECTION OF BIDS

- 5.2.1 The Bids will be considered by the City Commission. The City shall have the right to reject any or all Bids. The City reserves the right to waive immaterial defects and irregularities.
- 5.2.2 Conditional bids will not be accepted. A conditional bid is one containing exceptions to or deviations from the specifications or other part of the bid package. If a bidder cannot meet any requirement it shall be addressed as required in section 5 below. Exceptions to the bid specifications shall be grounds for rejecting a bid.

5.3 ACCEPTANCE OF BID AND AWARD OF CONTRACT

- 5.3.1 It is the intent of the City to award a Contract to the lowest and best Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the Engineer's estimate or the funds available. The City shall have the right to waive immaterial defects or irregularities in a Bid received and to accept the Bid, which, in the City's judgment, is in its own best interest.
- 5.3.2 The City shall have the right to accept alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest and best Bidder on the basis of the sum of the base bid or alternate bid for each schedule. The City may award single contract for Schedule 1, Schedule 2, or Schedule 3 or any combination of Schedules that does not exceed the Engineer's estimate or the funds available.
- 5.3.3 The city shall award bids under the competitive sealed bidding procedures outlined in the City of Shawnee's Purchasing Manual. Bids will be awarded on the basis of lowest responsible bid. Factors to be used in determining the lowest responsible bidder include, but are not limited to:
- a) The ability, capacity and skill of the bidder to perform the contract or provide the service as per specifications;
 - b) Whether the bidder can perform the contract or service promptly or within the time specified;
 - c) Character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d) Quality of performance of previous contracts or services by the bidder;
 - e) Previous and existing compliance by the bidder with laws and ordinances relating to contracts and services;
 - f) Sufficiency of the bidder's financial resources and ability to perform the contract or service;
 - g) Quality, availability, and adaptability of the supplies or contractual services to the use required;
 - h) Ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i) Number and scope of conditions attached to the bid;

- j) Price; and
- k) Location of bidder.

When a bid is submitted to the City of Shawnee, opened, evaluated and subsequently accepted by the City Commission and a contract and/or purchase order established, the bid becomes a binding and legal contract between the City of Stillwater and the vendor. Additionally, no changes, additions or deletions will be allowed after the bid is opened. The terms as submitted in the vendor's bid shall be binding.

For projects in excess of \$25,000, the successful bidder shall file a performance bond, statutory bond, certificate of insurance, and maintenance bond at the time of signing the contract.

Payment will be made upon completion of the project. In the event that a project is scheduled to last beyond 30 days, progressive payments for completed work will be accepted for payment. If progressive payments are utilized, retainage will be withheld as provided for in the City of Shawnee Purchasing Manual.

- 5.3.4 Should a Bidder who is awarded a Contract upon a Bid fail to execute and provide the Contract and bonds or to provide the required certificates of insurance and/or any other required documents, the City Commission reserves the right to offer the Contract to the Bidder deemed to be the next lowest and best Bidder.

ARTICLE 6 - CONTRACT AND BONDS

6.1 BOND AND INSURANCE REQUIREMENTS

- 6.1.1 The City's Project Manager/Engineer will provide the successful Bidder (Contractor) three (3) complete sets of the project Contract Documents (Contracts, bond forms, insurance certificates, Contractor Identification Number form, etc.). The Contractor will execute all three (3) sets of the Contract Documents with original signatures on each, and return the Contract Documents and executed insurance certificates to the City's Project Manager/Engineer within fifteen (15) calendar days following notification of award or intent to award Contract, unless that time is extended by the City. Prior to the project Bid opening date, all Bidders should make arrangements with their respective insurance and bonding company(s) to complete (or be prepared to immediately complete) all required insurance and bond documents in the event of selection as lowest and best Bidder for the project and in order to meet the fifteen (15) calendar day Contract document return deadline.
- 6.1.2 The Contractor shall at its own cost provide the following bonds on the forms, or photocopies thereof, provided. The properly executed bonds shall be provided by the successful Bidder with the Contract within fifteen (15) calendar days following the City's

notification of its intent to award Contract, unless additional time is granted by the City. No work order shall be issued until the required Contract, bonds and insurance have been obtained by the Contractor, provided to the City's Project Manager/Engineer, and approved by the City. The bonds are: Performance Bond, Statutory Bond and Maintenance Bond. The bonds are generally described as follows:

- a) Performance Bond, which guarantees completion of the project intended in the Bidding Documents and the Contractor's full and faithful execution of the work and performance of the Contract and for the protection of the City and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the work or the use of inferior, non-compliant defective materials or equipment. The Performance Bond shall be made in favor of the City of Shawnee.

- b) Statutory Bond, which guarantees the Contractor will make payment for all labor, materials and equipment used in or for the project and/or for the performance or provision of the work. The Statutory Bond shall be made in favor of the State of Oklahoma.

- c) Maintenance Bond, which guarantees the maintenance in good condition of the workmanship and materials and the operation of the project as intended in the Bidding Documents for a specified period after the completion and acceptance of the project by the City. The term of the Maintenance Bond is provided in the Special Provisions of the Bidding Documents. For the first year of the term, the Maintenance Bond will be in the amount equal to one hundred percent (100%) of the Contract amount and for each additional year remaining in an amount equal to fifteen percent (15%) of the Contract amount. Unless otherwise provided in the Special Provisions, the term of the Maintenance Bond shall be as follows:

- 1 Year: Street resurfacing and sidewalk projects

- 2 Years: All buildings, park projects and traffic control projects. All water, sanitary sewer and storm drainage projects, except, however, those portions of water, sanitary sewer and storm drainage projects which are placed under streets shall have maintenance bonds of five (5) years.

- 5 years: All streets, bridges and all portions of water, sanitary sewer and storm drainage projects which are placed under streets and all roofing.

The Maintenance Bond shall be made in favor of the City of Shawnee.

- 6.1.3 The cost of such bonds shall be included in the amount of the Bid.
- 6.1.4 The City may, by formal action, reject/not accept any bond if the surety issuing the bond is: (1) now in default or delinquent on any demand on any bond; (2) is an adverse party to the City of Shawnee or any of its participating public trusts in any litigation involving bonds issued in favor of the City of Shawnee or any of its participating public trusts; or, (3) is not licensed or otherwise permitted to do business in the State of Oklahoma.
- 6.1.5 The successful Bidder must provide certificates of insurance in the forms and amounts required in the Special Provisions.

6.2 TIME OF DELIVERY CONTRACTS, BONDS AND INSURANCE

- 6.2.1 The Bidder shall deliver the required Contract and bonds, together with the certificates of insurance as required in the Special Provisions, to the City's Project Manager/Engineer no later than fifteen (15) calendar days following the City's notification of its intent to award Contract, unless that time is extended by the City.
- 6.2.2 The date blanks on the Bonds shall be left blank. The dates will be inserted by the City upon approval of the Contract and Bonds by the City Commission.
- 6.2.3 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

The provisions for the competitive bidding of City projects and the form of and requirements for the Bidding Documents are governed by the Charter and Ordinances of the City of Shawnee, the Oklahoma Competitive Bidding Act, the City of Shawnee's Purchasing Manual and other adopted policies of the City Commission.

Olsson, Inc.
11600 Broadway Extension, Suite 300
Oklahoma City, OK 73114
July 20, 2022

ADDENDUM NO. 1

KICKAPOO STREET SIDEWALK IMPROVEMENTS - MACARTHUR STREET TO I-40
Shawnee, Oklahoma

BID DATE: August 1, 2022 at 4:00 p.m.

Questcdn No. 8236890

City Project Number 708-0810-04

Olsson Project No. 021-00436

TO ALL WHO HAVE RECEIVED PLANS AND SPECIFICATIONS FOR THE REFERENCED PROJECT.

Please Note: Prospective bidders must obtain a copy of the project manual and project drawings from either www.questcdn.com or Olsson at the address identified within the Notice to Bidders. Any other sources utilized will not be acceptable for consideration.

1. Refer to Cover Sheet, Page 2 of the Contract Documents

Delete this sheet in its entirety.

Replace with attached Cover Sheet, Page 2.

2. Refer to Bid Schedule, Pages C1-C3

Delete this section in its entirety.

Replace with attached Bid Schedule, Pages C1-C3.

3. Refer to Plan Sheet 4 of 45 - Pay Quantities and Notes

Delete this sheet in its entirety.

Replace with the attached Pay Quantities and Notes sheet.

Note (012) has been tied to the Pay Item 610(A) 4" CONCRETE SIDEWALK.

Each Bidder must acknowledge receipt of all addenda in the space provided on the Proposal Form.

CITY OF SHAWNEE

16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, AUGUST 1, 2022, AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY, AUGUST 1, 2022
AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE
COUNTY: POTTAWATOMIE
DESCRIPTION: SIDEWALK IMPROVEMENTS
LOCATION: KICKAPOO ST. -- MACARTHUR ST. TO I-40

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

RATES FOR LIQUIDATED DAMAGES FOR THIS PROJECT WILL BE \$1,000.00 PER CALENDAR DAY.

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 180 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00%

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: *ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.**

SIGN: **CONTRACTOR'S PERFORMANCE RECORD
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT**

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEREOF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO: CONTRACTOR'S ID NO.

**BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.**

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - ROADWAY

201(A)	CLEARING AND GRUBBING	LSUM	1.00		
202(A)	UNCLASSIFIED EXCAVATION	CY	800.00		
221(C)	TEMPORARY SILT FENCE	LF	8,000.00		
221(D)	TEMPORARY SEDIMENT FILTER	EA	20.00		
221(F)	TEMPORARY SILT DIKE	LF	200.00		
221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	CY	21.00		
230(A)	SOLID SLAB SODDING	SY	4,195.00		
303(A)	AGGREGATE BASE TYPE A	CY	416.00		
414(B)	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	CY	1,108.00		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	187.00		
509(B)	CLASS A CONCRETE	CY	15.00		
510(A)	RETAINING WALL	SY	196.00		
609(A)	CONC. CURB (6" BARRIER-INTEGRAL)	LF	708.00		
609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")	LF	30.00		
609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")	LF	30.00		
609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	LF	495.00		
610(A)	4" CONCRETE SIDEWALK	SY	4,452.00		
610(B)	6" CONCRETE DRIVEWAY	SY	1,450.65		

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(I)	TACTILE WARNING DEVICE-NEW	SF	684.00		
612	REMOVE AND RELOCATE LIGHT POLE	EA	2.00		
612(A)	MANHOLES ADJUST TO GRADE	EA	2.00		
612(E)	VALVE BOXES ADJUST TO GRADE	EA	1.00		
612(F)	METER BOXES ADJUST TO GRADE	EA	3.00		
616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	LF	218.00		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LSUM	1.00		
629(D)	REMOVE AND RESET MAILBOX	EA	4.00		
805(D)	REMOVE AND RESET EXISTING SIGNS	EA	11.00		
619(B)	REMOVAL OF CURB	LF	1,600.00		
619(B)	REMOVAL OF SIDEWALK	SY	50.00		
SP-1	1/2" GALV. STEEL PLATE (3'-6" X 6'-0")	EA	1.00		
	SUBTOTAL - PART A ROADWAY				

PART A - TRAFFIC SIGNING AND STRIPING

855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	LF	424.00		
	SUBTOTAL - PART A TRAFFIC SIGNING & STRIPING				

PART A - TRAFFIC CONTROL

880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00		
	SUBTOTAL - PART A TRAFFIC CONTROL				

CITY OF SHAWNEE
PROJECT NO. 708-0810-04
KICKAPOO ST. SIDEWALK IMPROVEMENTS
BID SCHEDULE

07/20/2022 ADDENDUM NO. 1

PART A - BASE BID

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
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PART A - CONSTRUCTION

106	QUALITY CONTROL AND ACCEPTANCE	LSUM	1.00		
220	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1.00		
641	MOBILIZATION	LSUM	1.00		
642	CONSTRUCTION STAKING	LSUM	1.00		
				TOTAL BID AMOUNT	

GENERAL NOTES

- (G-1) IN ACCORDANCE WITH THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811.
- (G-2) THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- (G-3) MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.
- (G-6) ALL TREES, BRUSH, AND OTHER DEBRIS THAT MIGHT INTERFERE WITH THE FLOW OF WATER SHALL BE CLEANED OUT TO THE RIGHT-OF-WAY LINE, AT EACH STRUCTURE AND BRIDGE, IN A MANNER APPROVED BY THE ENGINEER. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (G-11) THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.
- (G-13) THE CONTRACTOR SHALL KEEP THE OPEN TRENCH DRAINED. COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (G-23) AREAS ON WHICH SALVAGED TOPSOIL IS TO BE REPLACED SHALL HAVE 18-46-0 FERTILIZER APPLIED, AT THE RATE OF 150 POUNDS PER ACRE, JUST PRIOR TO THE REPLACEMENT OF SALVAGED TOPSOIL.
- (G-27) THE CONTRACTOR SHALL REMOVE AND RESET MAILBOXES AS NECESSARY. MAILBOXES ARE TO BE MAINTAINED IN AN UPRIGHT POSITION AND ACCESSIBLE TO MAIL CARRIER'S CAR DURING CONSTRUCTION. ANY DAMAGE TO BOXES OR SUPPORTS SHALL BE REPAIRED BY THE CONTRACTOR. ALL COST TO BE INCLUDED IN OTHER ITEMS OF WORK.
- (G-32) THE ENGINEER SHALL CHECK GRADES AT RAMP TERMINALS, AND MAKE ANY ADJUSTMENTS OF THE GRADES AND SUPERELEVATIONS, WHICH ARE REQUIRED TO OBTAIN SMOOTH PROFILES FOR BOTH EDGES OF THE RAMP PAVEMENT. CROSS SLOPE BREAKOVER SHALL NOT EXCEED 5% (FIVE PERCENT).
- (G-35) ONLY THE SILICONE SEALANT OPTIONS, FROM STANDARD LECS-5, WILL BE ALLOWED ON THIS PROJECT.
- (G-38) PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.
- (G-40) ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- (G-41) THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.
- (G-42) RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.
- (G-43) THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.
- (G-44) SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITH THE PEDESTRIAN ACCESS ROUTE AS DEFINED BY PROWAG.

PAY ITEMS					
PAY ITEM NO.	ODOT ITEM NO.	ITEM DESCRIPTION	NOTES	UNIT	QUANTITY
1	106	QUALITY CONTROL AND ACCEPTANCE		LSUM	1.00
2	201(A)	CLEARING AND GRUBBING		LSUM	1.00
3	202(A)	UNCLASSIFIED EXCAVATION	(R-1)(R-2)	CY	800.00
4	220	SWPPP DOCUMENTATION AND MANAGEMENT		LSUM	1.00
5	221(C)	TEMPORARY SILT FENCE	(001)	LF	8,000.00
6	221(D)	TEMPORARY SEDIMENT FILTER	(001)	EA	20.00
7	221(F)	TEMPORARY SILT DIKE	(001)	LF	200.00
8	221(G)	TEMPORARY ROCK FILTER DAM TYPE 1	(001)	CY	21.00
9	230(A)	SOLID SLAB SODDING	(R-6)(R-7)	SY	4,195.00
10	303(A)	AGGREGATE BASE TYPE A		CY	416.00
11	414(B)	DOWEL JOINTED P.C.C. PAVT.(PLACEMENT)		SY	1,008.00
12	414(G)	P.C. CONCRETE FOR PAVEMENT		CY	187.00
13	509(B)	CLASS A CONCRETE	(002)	CY	15.00
14	510(A)	RETAINING WALL	(004)	SY	196.00
15	609(A)	CONC. CURB (6" BARRIER-INTEGRAL)		LF	708.00
16	609(A)	CONC. CURB (BARRIER-INTEGRAL)(0"-6")		LF	30.00
17	609(A)	CONC. CURB (MNTBLE-INTEGRAL)(0"-6")		LF	30.00
18	609(B)	2'-8" COMB. CRB. & GUT. (6" BARRIER)	(005)	LF	495.00
19	610(A)	4" CONCRETE SIDEWALK	(012)	SY	4,452.00
20	610(B)	6" CONCRETE DRIVEWAY	(003)	SY	1,450.65
21	610(I)	TACTILE WARNING DEVICE-NEW		SF	684.00
22	612	REMOVE AND RELOCATE LIGHT POLE	(011)	EA	2.00
23	612(A)	MANHOLES ADJUST TO GRADE		EA	1.00
24	612(E)	VALVE BOXES ADJUST TO GRADE		EA	1.00
25	612(F)	METER BOXES ADJUST TO GRADE		EA	3.00
26	616(B)	4" POLYVINYL CHLORIDE (PVC) PIPE	(007)	LF	218.00
27	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-37)(R-38)	LSUM	1.00
28	629(D)	REMOVE AND RESET MAILBOX	(006)	EA	4.00
29	641	MOBILIZATION		LSUM	1.00
30	642	CONSTRUCTION STAKING		LSUM	1.00
31	805(D)	REMOVE & RESET EXISTING SIGNS		EA	11.00
32	619(B)	REMOVAL OF CURB	(R-1)(R-38)	LF	1,600.00
33	619(B)	REMOVAL OF SIDEWALK	(R-1)(R-38)	SY	50.00
34	SP-1	1/2" GALV. STEEL PLATE (3'-6" x 6'-0")	(008)	EA	1.00
35	855(A)	TRAFFIC STRIPE (PLASTIC)(24" WIDE)	(009)	LF	424.00
36	880(J)	CONSTRUCTION TRAFFIC CONTROL	(010)	LSUM	1.00

PAY QUANTITY NOTES (ROADWAY)

- (R-1) PAYMENT FOR THIS ITEM WILL BE BASED ON PLAN QUANTITY ONLY. SEE SECTION 109.01B OF THE STANDARD SPECIFICATIONS.
- (R-2) ESTIMATED QUANTITY ONLY. TO BE USED IN A MANNER APPROVED BY THE ENGINEER, FOR MISCELLANEOUS GRADING.
- (R-6) FOR SOLID SLAB SOD PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT 200 POUNDS PER 1,000 SQUARE YARDS.
- (R-7) FOR SOLID SLAB SOD PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 50 GALLONS PER SQUARE YARD.
- (R-37) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-38) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (001) PRICE BID TO INCLUDE REMOVAL OF SEDIMENT. SEDIMENT IS TO BE REMOVED WHEN DEVICE IS HALF FULL OR AS DIRECTED BY THE ENGINEER.
- (002) QUANTITY INCLUDES 10.00 C.Y. TO BE USED AT DISCRETION OF AND AS DIRECTED BY THE ENGINEER.
- (003) PRICE BID INCLUDES REMOVAL OF EXISTING DRIVEWAY PAVEMENT.
- (004) ALL WORK AND MATERIALS (INCLUDING PERFORATED PIPE) INCLUDED IN PRICE BID.
- (005) QUANTITY INCLUDES 495.00 L.F. TO BE USED FOR DRIVE CLOSURES.
- (006) MAILBOX IS TO REMAIN IN SERVICE THROUGHOUT CONSTRUCTION. REMOVE AND RESET MAILBOX SHALL BE PERFORMED IN THE SAME DAY.
- (007) INCLUDES AN ESTIMATED 218 L.F. PVC NON PERFORATED WALL OUTFALL PIPE.
- (008) PRICE BID TO INCLUDE STEEL ANCHORS AND NON-SLIP SURFACE TREATMENT.
- (009) PRICE BID TO INCLUDE 24" SOLID WHITE CONTINENTAL CROSSWALK LINES AND 24" SOLID WHITE STOP LINE STRIPING FOR ALL CITY STREETS ACCORDING TO ODOT STD PM1-1-03.
- (010) CONTRACTOR SHALL INSTALL TRAFFIC CONTROL IN CONFORMANCE WITH ODOT STANDARDS AND WITH THE MUTCD - CURRENT EDITION. CONTRACTOR TO PROVIDE PRIOR NOTICE TO THE ENGINEER REGARDING ANY WORK AFFECTING DRIVEWAYS AND/OR STREETS, INCLUDING PROPOSED DURATIONS OF ANY PARTIAL CLOSURES. PARTIAL CLOSURES OF DRIVEWAYS/STREET RETURNS SHALL BE LIMITED TO A TOTAL OF 21 CALENDAR DAYS AT EACH LOCATION. CONTRACTOR TO MAINTAIN ACCESS TO ALL DRIVEWAYS AND STREETS THROUGHOUT CONSTRUCTION.
- DRUMS OR CHANNELIZER CONES SHALL BE USED ALONG THE EDGE OF ACTIVE WORK AREAS AT A MINIMUM SPACING OF 25' C/C. CONTRACTOR IS RESPONSIBLE FOR ADVANCE TRAFFIC CONTROL SIGNING.
- NO LANE CLOSURES SHALL BE PERMITTED ON KICKAPOO STREET WITHOUT WRITTEN APPROVAL FROM THE CITY ENGINEER. TEMPORARY NARROWING OF LANES ON KICKAPOO STREET WILL BE ALLOWED WITH MINIMUM LANE WIDTHS OF 10'-6" REQUIRED THROUGHOUT CONSTRUCTION.
- (011) PRICE BID SHALL INCLUDE COST OF REMOVAL OF OLD FOOTING AND CONSTRUCTION OF NEW REINFORCED CONCRETE FOOTING ALONG WITH ALL CONDUIT AND WIRING NECESSARY TO CONNECT TO THE NEW LIGHT POLE.
- (012) INCLUDES 271.35 S.Y. DECORATIVE STAMPED CONCRETE. STAMPED CONCRETE PATTERN SHALL CLOSELY RESEMBLE RUNNING BOND BRICK PATTERN WITH BRICK DIMENSIONS OF 16" LONG BY 8" WIDE. CONCRETE COLOR SHALL BE BOMANITE FRANCISCAN RED OR APPROVED EQUAL. CONCRETE COLOR SHALL BE ACHIEVED THROUGH USE OF PIGMENTS; RED COLORED STAINS OR SEALANTS ARE NOT TO BE USED.

Plan Holder's List			
CITY OF SHAWNEE - KICKAPOO STREET SIDEWALK PROJECT			
1	Rudy Construction	405-478-9900	Phil Pratt info@rudyconstruction.com
2	Ellsworth Construction	405-406-1964	kallred@ellsworthinc.com
3	EMC Services LLC	405-605-8131	Kaitlin Alba emcservicesllc16@gmail.com
4	MTZ Construction	405-651-3360	David Vaughn mtzconstruction2012@hotmail.com
5	CP Integrated	405-627-7280	Jay Hughes jhughes@cpiokc.com

Regular Board of Commissioners

13.

Meeting Date: 08/15/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement with Smith Roberts Baldischwiler, LLC (SRB) for owner's representative inspection services for Kickapoo Street Sidewalk Improvement project.

Attachments

Agreement



Office of Engineering

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

Date: August 11, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a contract from SRB for owner's representative inspection services for Kickapoo Street Sidewalk Improvement project

Background: The anticipated construction contract is in the amount of \$792,679.80, with an anticipated construction schedule of 180 days.

Given the visibility of the project's location and the potential for conflict along one of the City's busiest arterials, an on-site inspector is necessary to ensure the project is progressing as expected. Staff is requesting the approval of the contract with Smith Roberts Baldischwiler, LLC (SRB) for inspection/engineering services. If approved, SRB will act as an owner's representative over the life of the construction contract and will aid City staff in ensuring the sidewalk is built per design in the most efficient manner possible. SRB's proposed responsibilities include, but are not limited to:

- Be the owner's representative onsite throughout construction;
- Review and approve contractor pay applications before City staff receives them;
- Provide monthly owner's reports;
- Help coordinate with the design team, City staff and contractor in any issues that may arise during construction;
- Additional tasks as described in the attached contract;

It is worth mentioning that with the bid of \$792,679.80 and SRB's proposed contract of \$83,025.00 our total cost will be below our engineer's estimate prior to bidding which was \$963,907.00.

Financial Impact: The contract is for \$83,025.00.

It will be funded from account - 302-5-0810-54200 – Capital Outlay Buildings and Improvement.

Attachment: Contract

Staff Recommendation: Award of the Contract



ENGINEERING | SURVEYING | PLANNING

SMITH ROBERTS BALDISCHWILER, LLC

CONSULTING ENGINEERS – CERTIFICATE OF AUTHORIZATION No. 3949

100 N.E. 5TH STREET, OKLAHOMA CITY, OKLAHOMA 73104

TEL: 405/840-7094 FAX: 405/840-9116

AGREEMENT

PERSON OR ENTITY PLACING ORDER:

NAME / COMPANY	City of Shawnee		
ADDRESS	222 N. Broadway		
CITY, STATE, ZIP	Shawnee, OK 74801		
TELEPHONE	OFFICE: (405) 878-1506	CELL:	FAX:
EMAIL	Seth.Barkhimer@shawneeok.org		
CONTACT	NAME: Mr. Seth Barkhimer, P.E.	TITLE: City Engineer	

PERSON OR ENTITY RESPONSIBLE FOR PAYMENT ("CLIENT"):

☒ CHECK IF SAME AS ABOVE

NAME / COMPANY			
ADDRESS			
CITY, STATE, ZIP			
TELEPHONE	OFFICE:	CELL:	FAX:
EMAIL			
CONTACT	NAME:	TITLE:	

PROJECT NAME/DESCRIPTION: Construction and Inspection Task Order #6

SCOPE OF SERVICES: Kickapoo Sidewalk, On Call Inspection and Const. Management Service

FEES AND EXPENSES: ☒ SEE EXHIBIT B. ☐ DESCRIBE: _____

PAYMENT TERMS: ☒ 30 DAYS ☐ OTHER: _____

SRB PROJECT MANAGER: Craig H. Wallace E-MAIL ADDRESS: Craig.Wallace@srbok.com



TERMS

For the consideration recited and mutual promises herein made, incorporating Page 1 as if set forth fully herein, the parties agree:

1. Location of Underground Utilities. The underground utilities shown on any plans or drawings produced or provided by SRB pursuant to this agreement have been located from field survey information, existing drawings, and other available information. SRB makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned, or that the utilities shown are in the exact location indicated. SRB does not physically locate any underground utilities, therefore, unless otherwise expressly provided herein, SRB shall not be responsible for determining the exact location of any underground utilities. Client agrees that the contractor who performs the work shall be required to comply with all applicable statutes, ordinances, codes, rules, and regulations, and specifications regarding location of underground utilities, and shall be required to verify the accuracy of all measurements and the physical location of all underground utilities prior to commencing work or ordering materials.

2. Default/Remedies; Lien. Should either Party breach this agreement, the prevailing Party in any litigation shall have the right to recover all of such party's reasonable expenses and costs incurred by reason of such litigation, including, but not limited to, attorney's fees, court costs, and costs of suit preparation. Upon breach of this agreement by Client, Smith Roberts Baldischwiler, LLC ("SRB") may without notice or demand file a lien on the property for or upon which services have been performed and Client shall be responsible for all costs of filing, prosecution, and release of said lien, including but not limited to court costs, litigation costs, expenses, and attorneys' fees, in addition to any other remedies allowed by law.

3. Miscellaneous. In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, such provisions shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to this Agreement to the extent possible and in any event, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. SRB may terminate this agreement upon thirty (30) days written notice to Client, and in such event SRB shall be entitled to payment for all sums due up until the effective date of termination. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Oklahoma. Jurisdiction and Venue shall lie exclusively in the state and federal courts located Oklahoma County, Oklahoma. This Agreement is a final expression of the intent of the Parties and shall be modified only by a duly executed written instrument signed by both Parties. Failure to pursue any legal or equitable remedy or right available to a Party shall not constitute a waiver of such right, nor shall any such forbearance, failure or actual waiver imply or constitute waiver of subsequent default or breach. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such provision. Notwithstanding any other provision of this Agreement, neither party will be liable to the other for any punitive, indirect, special, consequential or incidental damages whatsoever, even if the parties were notified of the likelihood or possibility of such damages. The captions to the sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation. This Agreement shall be binding upon the Parties hereto, their respective heirs, successors and assigns, but shall not be assigned by any party hereto without the written consent of the other party. This Agreement may be executed in counter parts, each of which will be deemed an original and all of which together will constitute one instrument.

4. Progressive Billing / Late Payments. Unless provided otherwise herein, all work in progress may be invoiced monthly and is due within thirty (30) days from date of invoice. All past due payments bear interest at the rate of 1.5% per month. If payments are past due, in addition to its right to collect, SRB may suspend work or refuse to deliver the work ordered.

**PERSON OR ENTITY
PLACING ORDER:**

**PERSON OR ENTITY
RESPONSIBLE FOR PAYMENT:**

Name: _____ Date _____
Title: _____

Name: _____ Date _____
Title: _____

SRB

Name: Craig H. Wallace Date: 8/1/2022
Title: Vice-President

CITY OF SHAWNEE
CONSTRUCTION SERVICES AND INSPECTION
SCOPE OF SERVICES
EXHIBIT A

Construction Administration and Inspection Services

- (1) The Engineer shall provide administration of the construction contract during construction and until final payment is made to the Construction Contractor. The Engineer will have the authority to act on behalf of the City only to the extent provided in this Contract, unless otherwise modified by written instrument.
- (2) Meet with the City or its representatives at any time requested for consultation or conference.
- (3) Assist in coordination of pre-work conferences for the Construction Contractor, the City, and all other interested parties. The City will issue all work orders for the project.
- (4) The Engineer is not required to provide construction staking but will periodically review the Construction Contractor's construction staking survey field notes and the actual staking to verify line and grade is in accordance with the Bidding Documents.
- (5) Provide interpretation of the plans and specifications in accordance with the intent of the Bidding Documents. Such interpretations shall be made upon request of the City and its representatives or the Construction Contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by the Construction Contractor. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.
- (6) Perform coordination of the work of inspection bureaus and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories or bureaus will be paid by the City.
- (7) Review and recommend approval of testing laboratory claim vouchers.
- (8) The Engineer shall visit the site at intervals appropriate to the stage of construction to assess the progress and quality of the work by the Contractor and will regularly review the Contractor's field markups. The Engineer will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the Bidding Documents. The Engineer will review reports generated and services completed by the Inspector

per Subtask D.20 of this Contract and will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. The Engineer does not guarantee the performance of the contract by the Construction Contractor, nor is it responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a Construction Contractor's failure to carry out the work in accordance with the Bidding Documents.

- (9) Review all necessary information for monthly estimates (**within seven (7) calendar days of receipt from the contractor**) of the quantity of work performed, and review the claim vouchers for payments to be made to the Construction Contractor during the progress of the work and upon completion of any and all work and report the same to the City.
- (10) Review the Construction Contractor's final request for payment (**within seven (7) calendar days of receipt from the contractor**) and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- (11) In addition to reports generated by the Inspection per Subtask 21 below, prepare and keep a record of the work performed by any contractor on this project and file with the City a monthly progress report covering the work performed by the contractor(s). The progress report shall be attached to the Construction Contractor's claim for partial or monthly payment.
- (12) Except as otherwise provided in this contract, communications with the Engineer's consultants will be through the Engineer. Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Engineer shall be available at all times for the purpose of communication.
- (13) The Engineer shall recommend to the City Engineer, or designee, rejection of work that does not conform to the Bidding Documents. At any time during construction, the Engineer may be given the authority to require additional inspection or testing of the work by the City Engineer.
- (14) The Engineer shall review for conformance with Bidding Documents, and approve or take other appropriate action upon the Construction Contractor's submittals such as shop drawings, product data and samples. The Engineer's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. 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 Construction Contractor as required by the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not relieve the Construction Contractor of its contractual obligation to the City as required by

the Bidding Documents. The Engineer's review of the Construction Contractor's submittals will not constitute approval of safety precautions or 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.

- (15) The Engineer shall reply to the Construction Contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Engineer may recommend minor changes in the work, not inconsistent with the intent of the Bidding Documents. Such recommended changes shall be made by written order approved by the City Engineer and shall be binding upon the Construction Contractor.
- (16) The Engineer shall conduct observations and inspections to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Engineer shall receive and forward to the City all written warranties and any related documents required by the Bidding Documents and assembled by the Construction Contractor. The Engineer will recommend approval of the Construction Contractor's final certificate of payment upon completion of the work and compliance with the requirements of the Bidding Documents.
- (17) The Engineer will review daily reports furnished by the Inspector to evaluate and determine compliance with the Bidding Documents. Significant variations between reported conditions and the Bidding Documents shall be verified by the Engineer and resolved with the Construction Contractor and the City. The Engineer's duty to review daily reports and initiate remedial action shall not extend to the Construction Contractor's construction means, methods, techniques, sequencing or procedures or for safety precautions and programs in connection with the work.
- (18) The Engineer shall maintain a record ("log") of all documents it receives, creates or transmits during the construction of the project. The log shall include time requirements of responses if needed.
- (19) **Maintaining Project Schedule**
 - (a) The Contractor will submit a proposed Project Schedule to the Engineer for review prior to the Pre-Work Conference. The Engineer will analyze the proposed Project Schedule prior to the Pre-Work Conference and advise the City Engineer as to whether the Contractor is likely to complete the Project within the time requirements in the Contract Documents. The City Engineer, Engineer, and Contractor will review the Project Schedule at the Pre-Work Conference and the Contractor will make such adjustments as may be directed by the Engineer. Adjustments to the proposed Project Schedule directed by the Engineer or City Engineer will not alter or absolve the Contractor's responsibility for completion of the Project and all Work within the time requirements in the Contract Documents. The Project Schedule, as reviewed and revised at the Pre-Work Conference, will be the initial Project Schedule for the Project and all Work to be completed within the time requirements in the Contract Documents, and is considered incorporated herein.

(b) The Engineer will review the Contractor's Project Schedule submissions, compliance and revisions monthly or more frequently as necessary to determine if the Contractor's Project Schedule accurately describes the progress of the work and if the Project will be completed in accordance with the requirements specified in the Contract Documents. The Engineer will advise the City Engineer if the progress of work in the Project Schedule is not in compliance with the time requirements specified in the Contract Documents.

(c) Throughout the Project, the Engineer will analyze the invoice, any supporting documentation, the submitted Project Schedule, and any pending requests for Change Orders or Amendments. In conjunction with its analysis and certification of the Contractor's invoices, the Engineer will analyze the updated Project Schedule. If the Project Schedule is unlikely to result in the Project being complete within the time requirements of the Contract Documents, the Engineer will meet with the Contractor to revise and develop a Project Recovery Schedule that will meet the requirements of the Contract Documents. Additionally, the Engineer will advise the City Engineer as to timeliness of completion of the Project and all Work within the Contract Documents, including any time added pursuant to a Change Order approved by the City.

(d) The Contractor will be solely responsible for the timely completion of the Project and all work within the time requirements of the Contract Documents, as may be revised by approved Change Orders. Review of the Project Schedule, or any revisions thereto, are not a warranty by the City Engineer, Engineer or the City that the progress of the Work in accordance with the Project Schedule will result in timely completion of the Project and all Work, nor will the City Engineer, Engineer or City be responsible for the Contractor's performance or for the Contractor's timely performance.

- (20) Construction Administration Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A- Scope of Work. Compensation for Construction Administration Services shall be paid proportional to the completion of the construction and shall not exceed the fee established in Exhibit B-1.

(21) **Inspection Services**

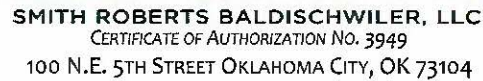
The Project Site Representative for the Engineer (Inspector) shall perform the following inspection functions/services:

(a) Immediately upon receipt of a Construction Work Order, the Inspector shall be present at the construction site and shall perform continuous inspection of the quality of construction as the construction relates to the contract documents. This includes inspection of the pipe and fittings upon delivery by the manufacturer to verify the pipe and fittings are acceptable.

(b) The Inspector shall immediately notify the Construction Contractor and the City if the work does not conform to the Contract Documents.

- (c) The Inspector shall attend all job site meetings and shall report to the City all issues concerning progress, quality assurance, quality control and dispute resolution.
- (d) The Inspector shall maintain at the construction site, a copy of all contract documents and other pertinent documents in a orderly manner including a current set of construction documents annotated to include all Project related changes and clarifications. The documents shall include, but not limited to, drawings, specifications, addenda, Requests for Information, Discrepancy and Nonconformance Reports, supplemental drawings, approved shop drawings, approved submittals, approved samples, color schedules, correspondence, accepted schedules, construction change orders, amendments, logs, meeting minutes and a contractor directory.
- (e) The Inspector shall maintain all shop drawings, project data or samples in an easily retrievable filing system at the construction site.
- (f) The Inspector shall maintain a daily log-book or diary, recording all pertinent observations, including but not limited to:
 - 1) Inspector's name, date, time and activities;
 - 2) Weather conditions at the site;
 - 3) The nature and location of work being performed by the Construction Contractor;
 - 4) Identification of any work that the Inspector believes fails to strictly conform to the contract documents, along with the Inspector's actions regarding such observation;
 - 5) Identification of any work determined to be nonconforming, along with the disposition of such nonconformance;
 - 6) Copies of all reports made to the Construction Contractor of nonconforming work;
 - 7) Description of all disputes among the Construction Contractor, Subcontractors and suppliers; and
 - 8) Description of how each dispute is resolved.
- (g) The Inspector shall be present at the construction site while work is proceeding and shall provide continuous inspection of the quality of construction. The Inspector will have authority to act on behalf of the City only to the extent provided by this Contract. The Inspector is not responsible for creating or implementing the Construction Contractor's schedules nor for any failure by the Construction Contractor to perform its work in accordance with plans and specifications.
- (h) Communications with the Construction Contractor's subcontractors and material suppliers will be through the Construction Contractor. Communications with other City contractors will be through the City. The Inspector shall be available at all times for the purpose of communication.

- (i) The Inspector shall coordinate his/her work with other on-site activities performed by the City and the Construction Contractor.
- (j) The Inspector may NOT:
 - 1. Authorize deviation from the contract documents
 - 2. Personally conduct or participate in tests or third-party inspections.
 - 3. Assume any of the responsibilities of the Construction Contractor, subcontractors or suppliers.
 - 4. Expedite the work for the Construction Contractor.
 - 5. Advise or issue directions to the Construction Contractor concerning aspects of construction means, method, techniques, sequences or procedures, or safety precautions and programs in connection with the work.
 - 6. Authorize the City to occupy the project in whole or part.
 - 7. Reject work or require special inspection or testing.
 - 8. Order the Construction Contractor to stop the work or any portion thereof.
- (k) The Inspector is not responsible for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyls (PCBs) or other toxic substances. If the Inspector has actual notice of such hazardous materials, he/she shall notify the City immediately of its discovery.
- (l) Inspection Services shall be performed by the Engineer in accordance with these Basic Services and Exhibit A – Scope of Work. The Engineer will be paid for Inspection Services in accordance with the rate shown in Exhibit B-1. If the construction contract time exceeds the duration specified in Exhibit B-1, the compensation in excess of the funds in Exhibit B-1 will be paid as an Additional Service in accordance with the contract at the rate established in Exhibit B-1.



Seth Barkhimer P.E., City Engineer
City of Shawnee
222 N. Broadway
Shawnee OK 74801

Project No.:
PO. No.
SRB Job No.: 116304 TO #6

Engineering Fee :	ESTIMATED	\$ 83,025.00	Task Order Total
		\$ 13,837.50	Monthly Fee Average

(TO #6 Kickapoo Sidewalk)

Regular Board of Commissioners

14.

Meeting Date: 08/15/2022

Sales Tax & Budget Rrport

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax

Budget Report



Finance Department
16 W. 9th St.
Shawnee, OK 74801
ShawneeOK.org

Date: August 11, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: August Sales and Use Tax Deposit

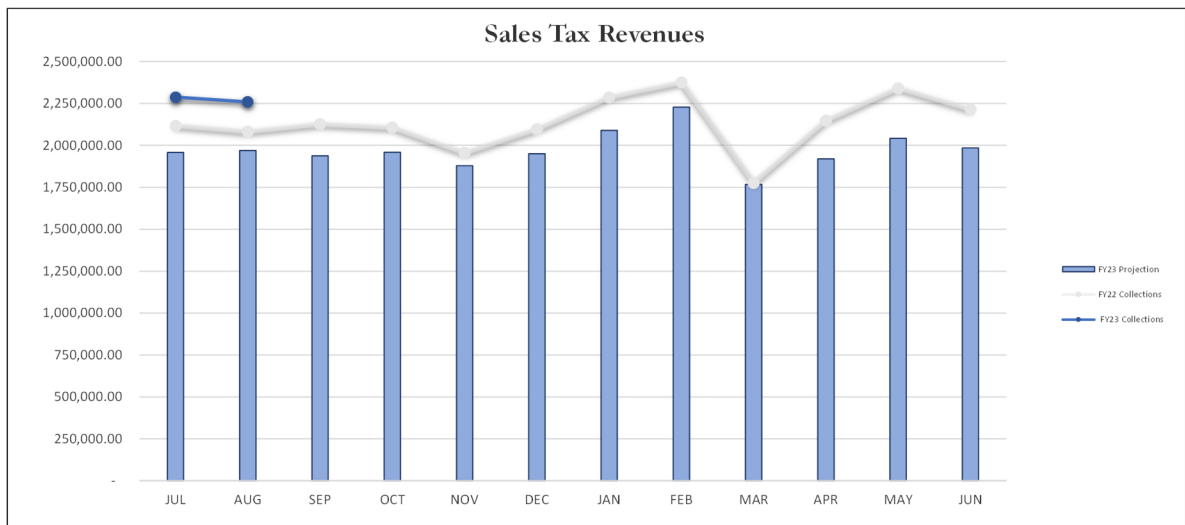
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in August consists of July estimates and June final reported collections. Any taxes collected for months prior to June will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The August sales tax deposit was \$2,259,448.66, including interest of \$1,317.56, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,291,113.54
2018 Capital Improvements Fund	322,778.38
Capital Improvements Fund	250,153.25
Street Improvements Fund	282,431.07
Economic Development Fund	32,277.84
Police Sales Tax Fund	40,347.29
Fire Sales Tax Fund	40,347.29
Total Sales Taxes Collected	<u>\$ 2,259,448.66</u>

- Finance Department Report - Sales and use tax collections totaled \$2,491,768.60 for August 2022. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$619,624 or 15.78%, over the projected budget year-to-date. Use tax collections are down approximately \$38,271 or -7.04%, below the projected budget year-to-date.

○ Fiscal Year 2023 Sales Tax Collections and Performance:

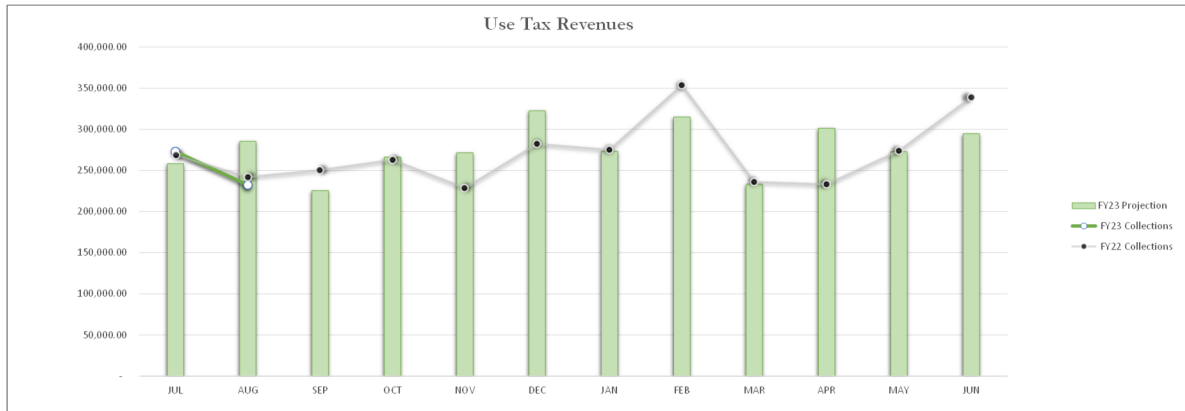


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (August 2022):	\$ 1,969,498	\$ 2,259,449	\$ 289,950	14.72%
Sales Tax Receipts (year-to-date):	\$ 3,927,451	\$ 4,547,075	\$ 619,624	15.78%

	August 2021	August 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,081,528	\$ 2,259,449	\$ 177,921	8.55%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 4,197,586	\$ 4,547,075	\$ 349,489	8.33%

○ Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (August 2022):	\$ 285,375	\$ 232,320	\$ (53,055)	-18.59%
Use Tax Receipts (year-to-date):	\$ 543,566	\$ 505,295	\$ (38,271)	-7.04%

	August 2021	August 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 241,927	\$ 232,320	\$ (9,607)	-3.97%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 510,549	\$ 505,295	\$ (5,254)	-1.03%

○ Fiscal Year 2023 – Sales & Use Tax – Above Projections:

Sale & Use Tax - Above Projections (year to date): \$ 315,800

Appropriated:

\$ -

Unappropriated:

\$ 315,800

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

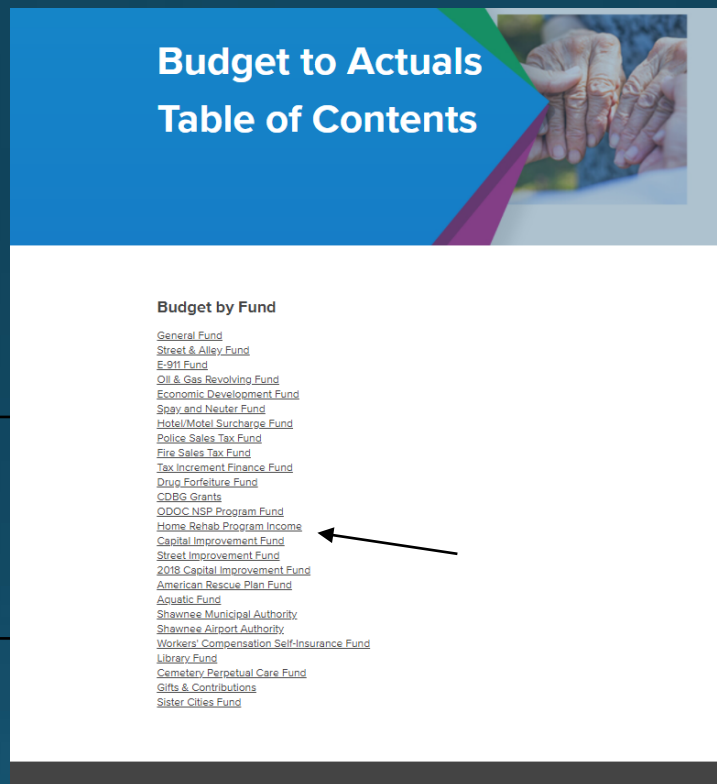
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

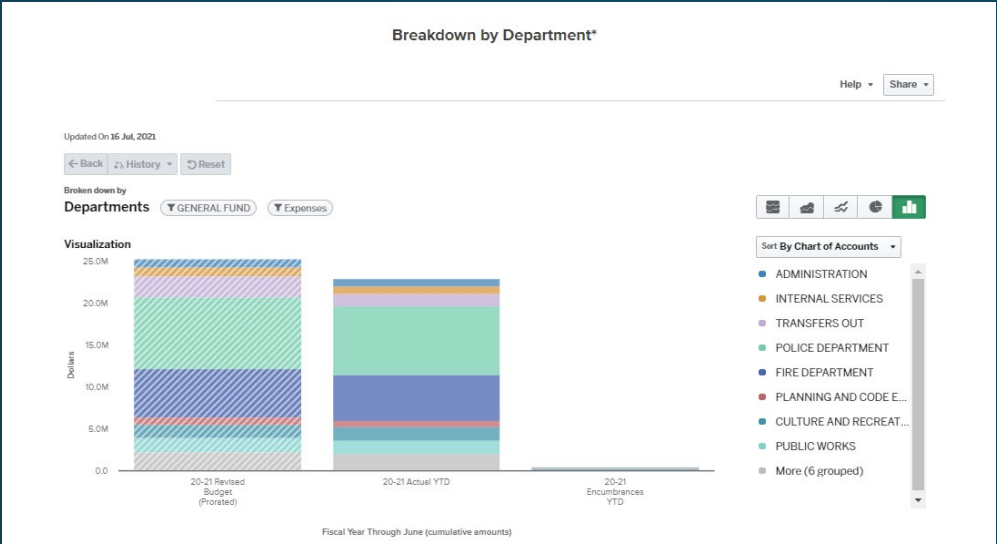


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

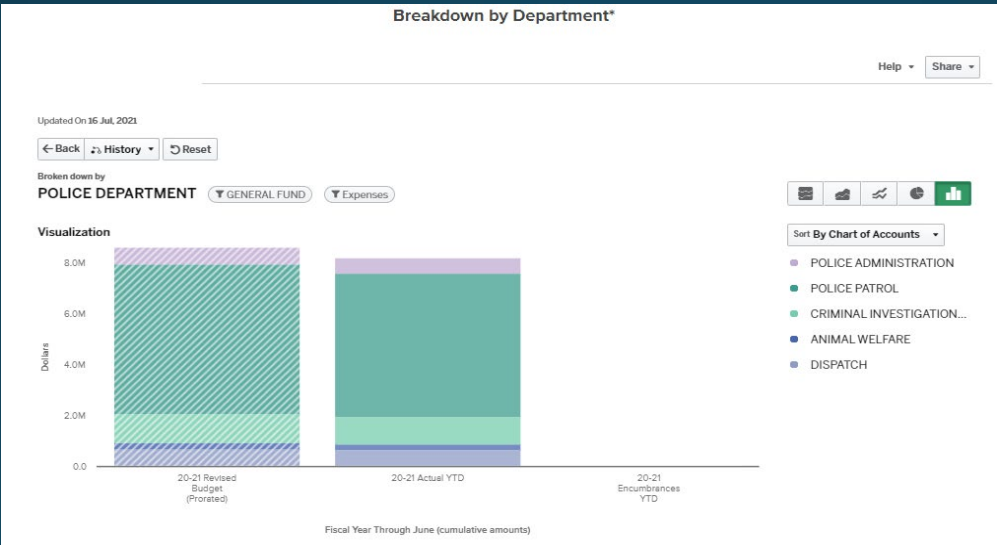
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

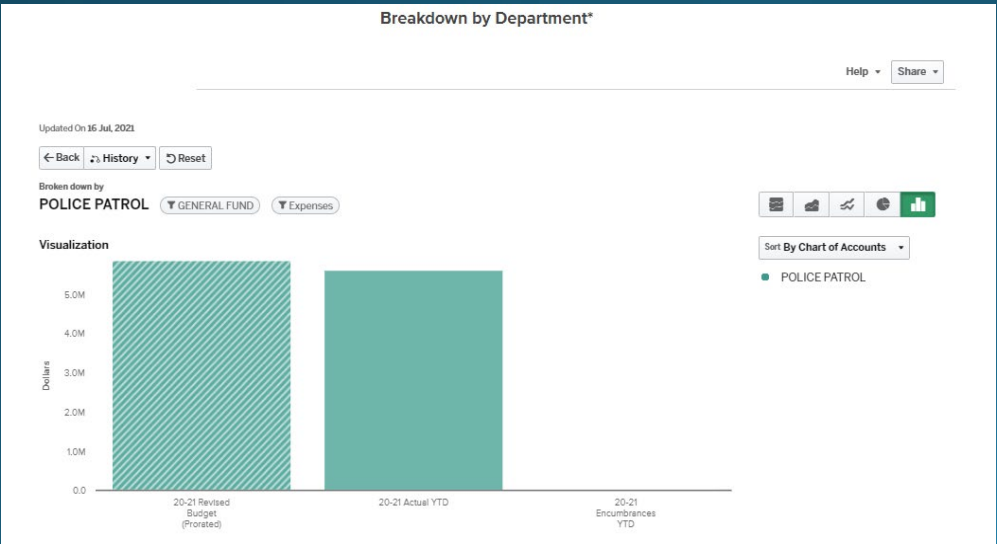
Initial View



Department Level

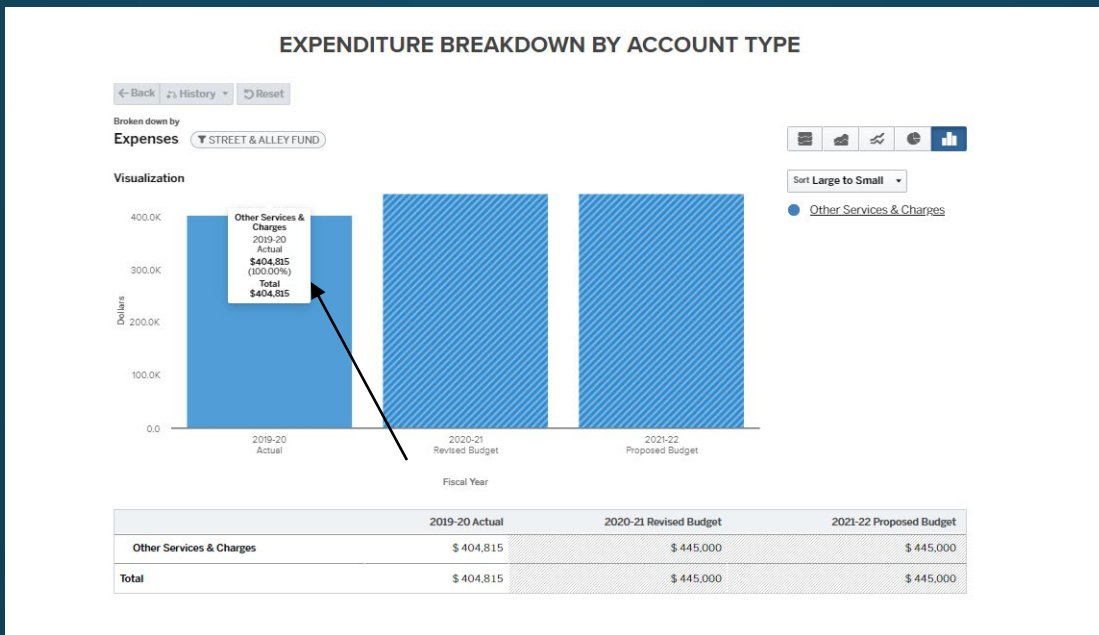


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.



Sorting

Graphs may be sorted four ways:

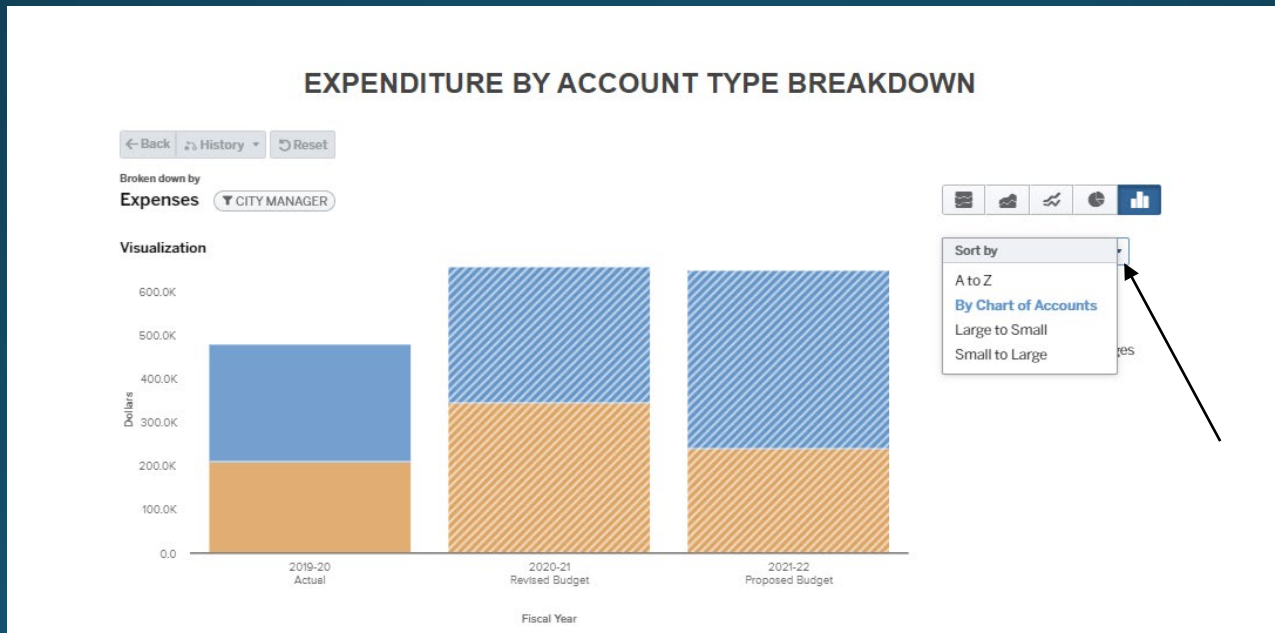
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

Regular Board of Commissioners

15. a.

Meeting Date: 08/15/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Santa Fe Depot Update – Rian Harkins, Community Development Director

Attachments

Presentation



Santa Fe Depot

Rian Harkins, Community Development Director
August 15, 2022

Community Feedback Takeaways



- Preserve the Santa Fe Depot
- Utilize the building as a draw for downtown
- Continue to honor Shawnee's history
- Community support exists to combine revenue generating opportunities with a museum and community space

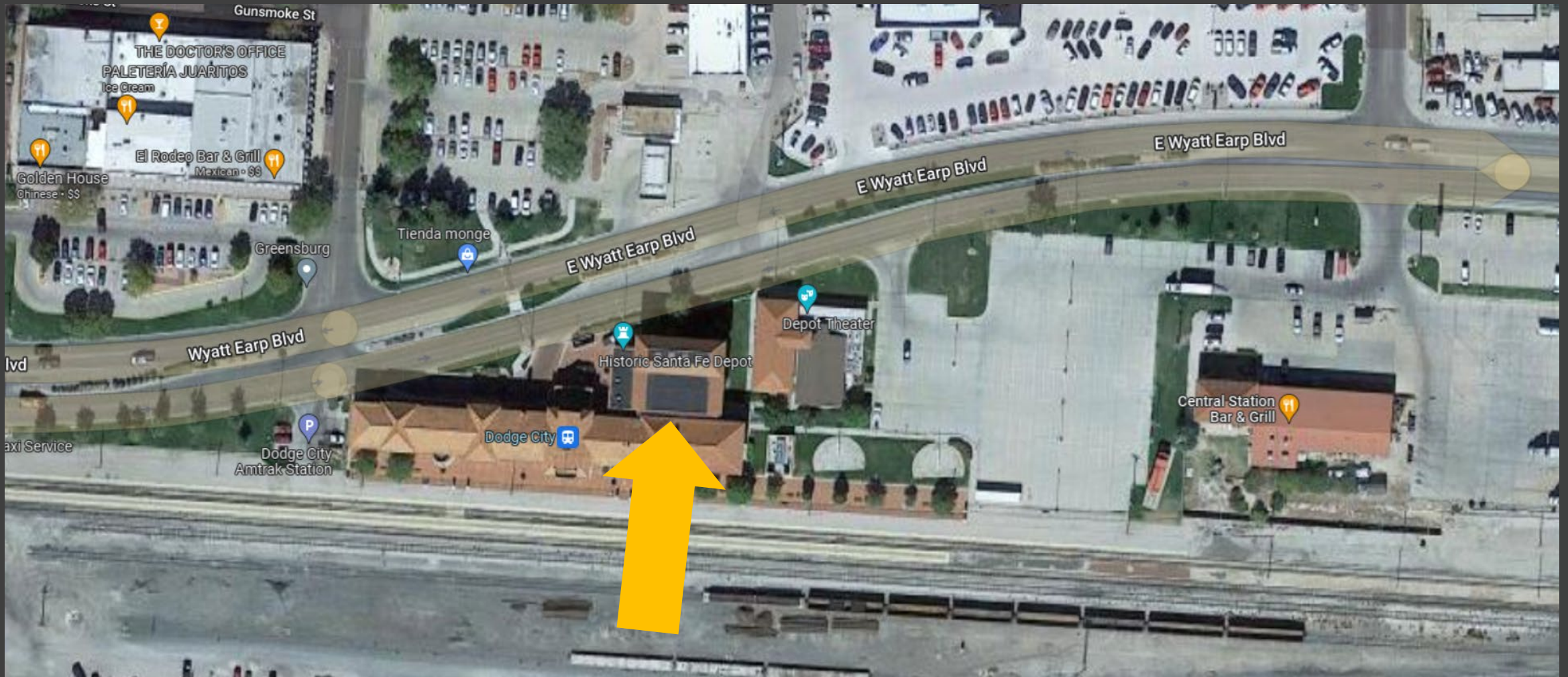
Preferred Functions

Based on feedback given, these top five functions should be considered in combination with a rail museum:

- 1) visitor center
- 2) community / venue space
- 3) arts space / performing arts center
- 4) farmers' market
- 5) restaurant

Dodge City, Kansas

(Museum/Amtrak/Dinner Theater)



Dodge City, Kansas

(Museum/Amtrak/Dinner Theater)

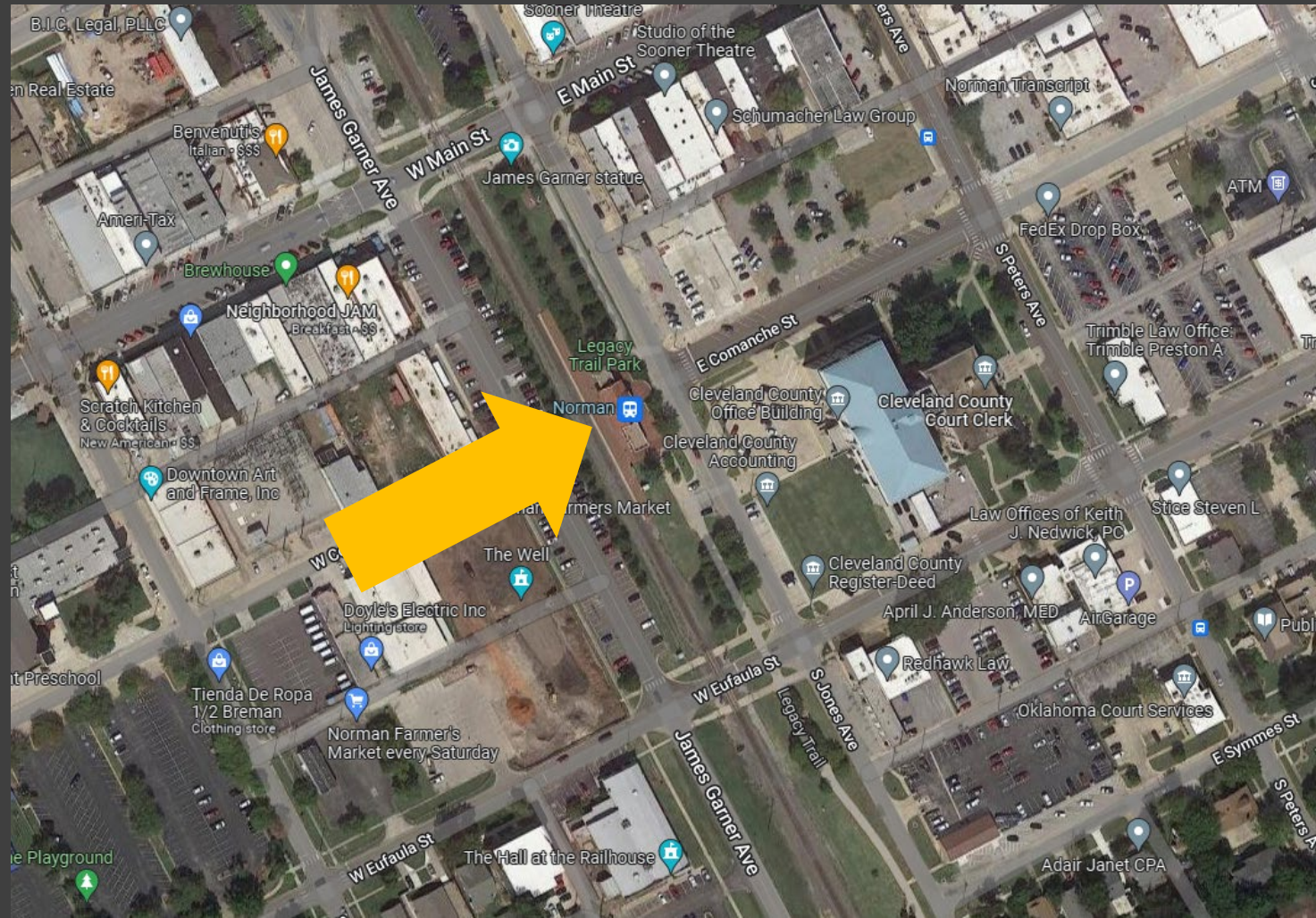


Dodge City, Kansas

- City Owned
- Multiple tenants
 - Chamber of Commerce
 - Theater
 - Bar/Restaurant
 - Main Street
- Multiple renovation phases
- Multiple funding sources
 - DOT Transportation Alternatives Grant
 - Community fundraising

Norman, OK

(Arts/Events/Amtrak)



Norman, OK

(Arts/Events/Amtrak)



Norman, OK

- City owned
- Multiple uses
 - Live music
 - Art classes & displays
 - Events
 - Amtrak station
- Various community funds for renovation
- Programming funds from various foundations

Strong City, Kansas

(City offices/Events/Museum)



Strong City, Kansas

(City offices/Events/Museum)



Strong City, Kansas

- City owned
- Multiple uses
 - City offices
 - Museum
 - Event space
- Multiple funding sources
 - DOT Transportation Alternatives Grant
 - Private foundations
 - Individual donations
 - Community groups

Waynoka, OK

(Museum/Gift Shop/Restaurant)



Waynoka, OK

(Museum/Gift Shop/Restaurant)



Waynoka, OK

- Historic Society Property
- Multiple uses
 - Restaurant
 - Museums
 - Gift shop
- Multiple funding sources
 - DOT Transportation Alternatives Grant
 - Hotel/Motel tax
 - Individual donations
 - Community groups

Other Activities

- Updating cost estimates for the roof and exterior rehabilitation
- Research available business plans for similar Depots within the State of Oklahoma (and around the country)
- Researching additional funding sources
- Continued discussions with PCHS



City Commission Q & A



Regular Board of Commissioners

15. b.

Meeting Date: 08/15/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

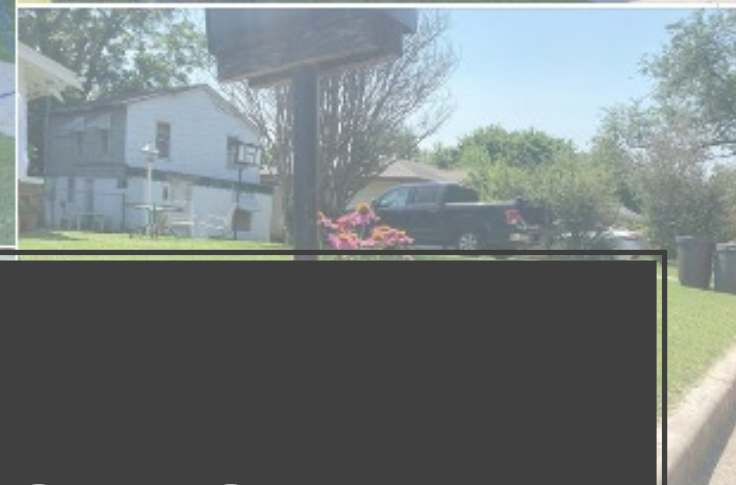
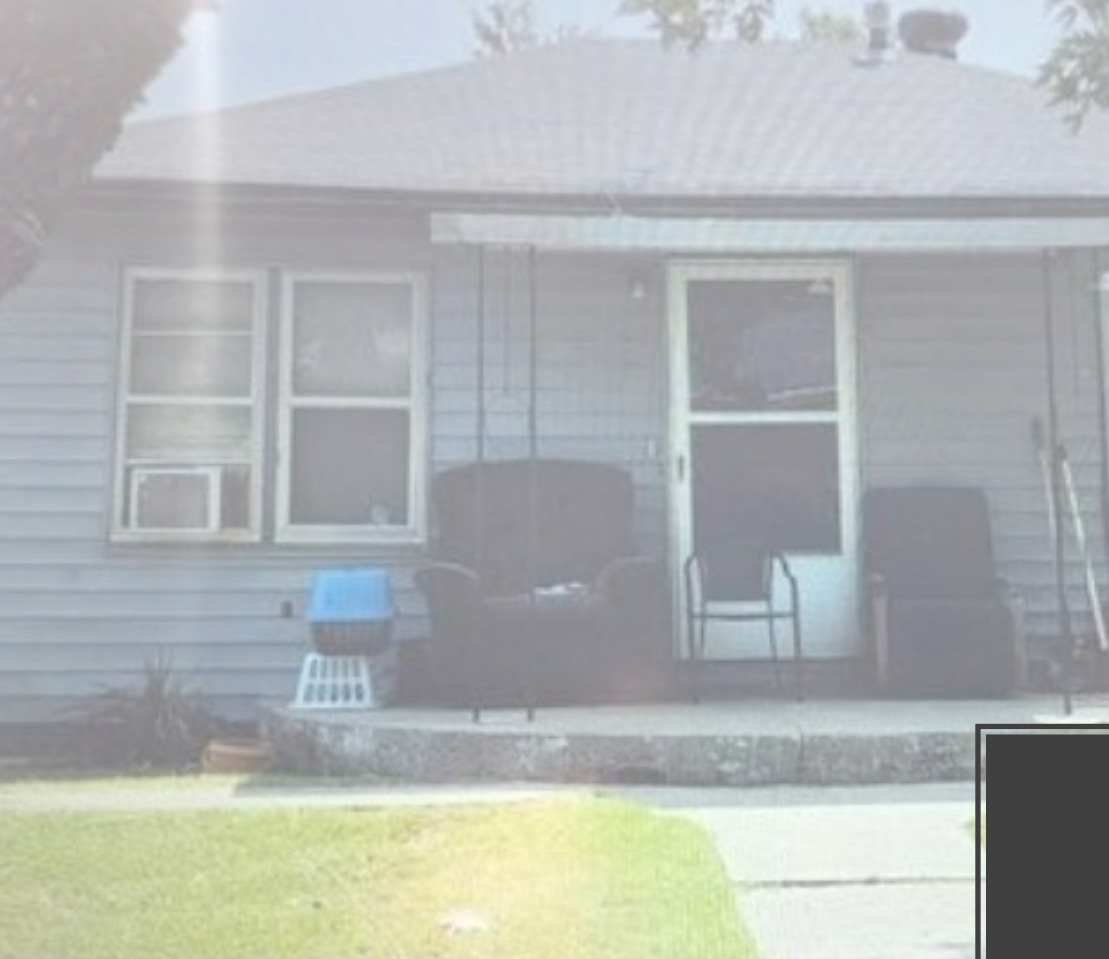
Information

Title of Item for Agenda

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

Attachments

Presentation



Love Your Block

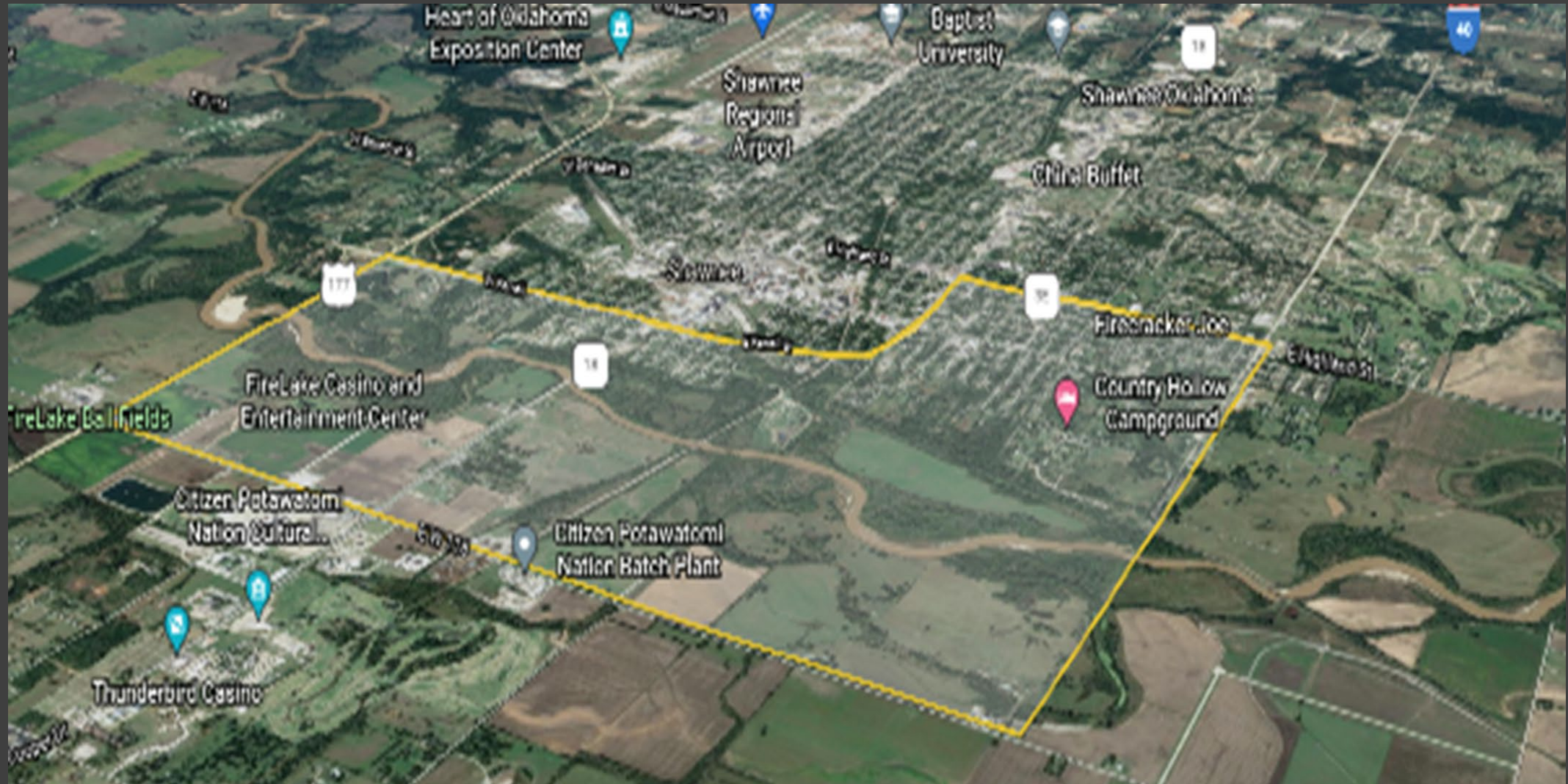
Rian Harkins, Community Development Director
August 15, 2022

Key Tasks



- Help create safer, healthier, and thriving City
- Activate citizen engagement
- Bridge the gap of economic and development insecurities
- Craft a neighborhood revitalization process

Target Area – Dunbar Heights



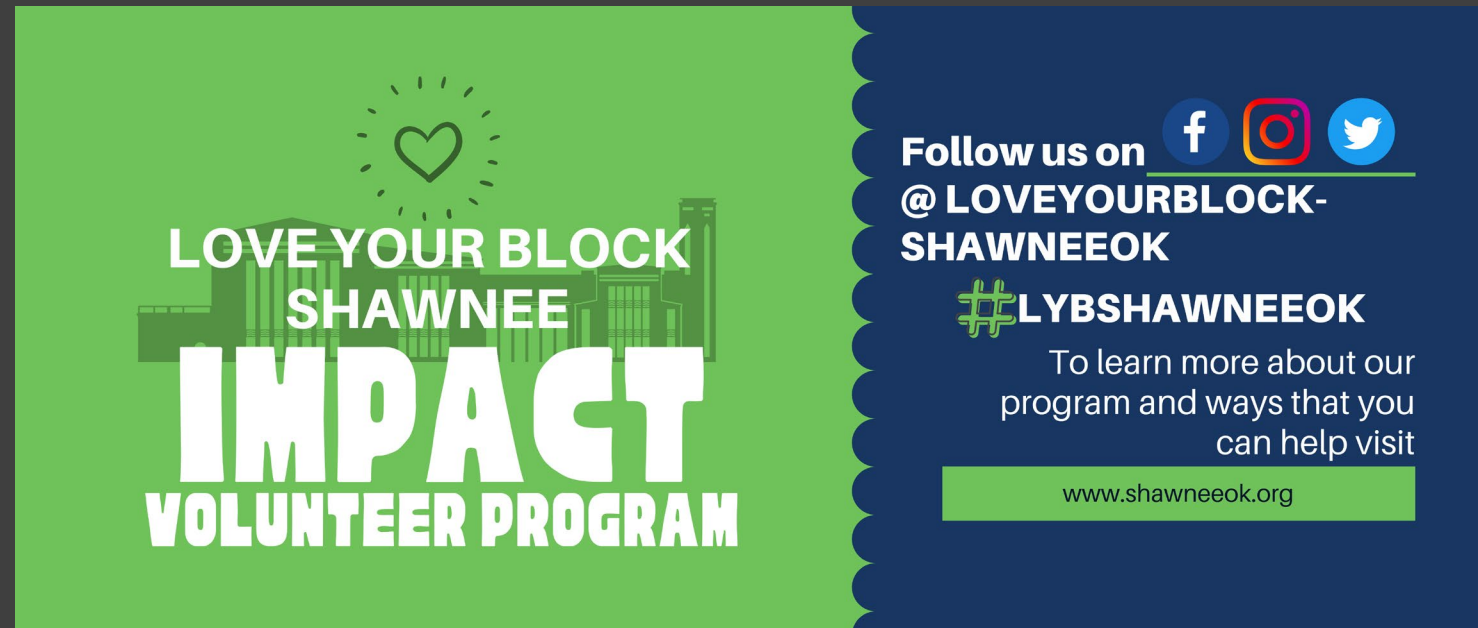
Who participates

- Neighborhood-led
- City is a collaborative partner
- LYB Fellow and Vista Volunteer
- Other partners
 - Community Renewal
 - Churches
 - Citizen Pottawatomie Nation
 - Businesses
 - Blue Zones Project



How the work is done

- Neighborhood clean-up
- Property clearance
- Community gardens
- Mini-grant projects



**LOVE YOUR BLOCK
SHAWNEE
IMPACT
VOLUNTEER PROGRAM**

Follow us on   
**@LOVEYOURBLOCK-
SHAWNEEOK**
#LYBSHAWNEEOK

To learn more about our
program and ways that you
can help visit

www.shawneeok.org

Mini-Grant Program

- Between \$500-1,000
- Façade improvements
- Landscaping
- Home repairs
- 13 projects overall
- Approximately \$13,000 in funding used for the program
- Funding combined with discounts from Lowe's
- Labor from various volunteers and civic groups





Mini-Grant Volunteers

- Homeowners
- Galilee Church
- Lowe's
- Community Renewal
- North Rock Creek HS
- Victory Family Church
- Susan Morris
- Jessica Quirk
- Amanda Estala
- Michelle Tapp
- Robin Johnson
- Dustin Saunders
- Tim Young
- Holly Kubiak
- Fhionna Shaughnessy
- Kortni McNutt
- McCayla Camren
- Jonathan Knapik
- Heather Todd
- Lynda & Steve Stahler
- Ben Peters
- Amanda Johnson
- Ed Bolt

Upcoming Project List

Mini- Grants

July

19 ☒

Carthen Residence

31

Rescheduled

August

13

Roberts Residence

22

OBU SERVICE DAY

September

10

Kubiak Residence

17

Campbell Properties (2 houses)

October

1

Davis Residence

22

Doakes Residence

Special Note

We will have other volunteer opportunities. If these do not work with your schedule, mark the box and provide your contact info below, and we will contact you with additional opportunities to help your community.

☐ Yes, I would like to be contacted for additional volunteer opportunities

Name

Email or Phone



Upcoming Dates

Sign up online on the
Love Your Block
webpage

City Commission Q & A



Regular Board of Commissioners

20.

Meeting Date: 08/15/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the City of Shawnee to approve participation in Janssen Oklahoma Subdivision Opioid Settlement Agreement.

Attachments

Resolution

RESOLUTION NO. _____

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

WHEREAS, pharmaceutical opioids have harmed the City of Shawnee and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors, including Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”).

WHEREAS, City of Shawnee filed suit to address and seek recovery for the harms cause to it and its citizens.

WHEREAS, Janssen has agreed to settle the claims of certain Oklahoma Participating Subdivisions in the Janssen Oklahoma Subdivision Opioid Settlement Agreement.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby elects to, and approves its participation in, the Janssen Oklahoma Subdivision Opioid Settlement Agreement, authorizes the Mayor, or the Mayor’s designee, to execute the Settlement Participation Form contained in the Janssen Oklahoma Subdivision Opioid Settlement Agreement as Exhibit C, and authorizes its counsel to take all actions required by Exhibit C and the Janssen Oklahoma Subdivision Opioid Settlement Agreement to effectuate the Janssen Oklahoma Subdivision Opioid Settlement Agreement for the benefit of City of Shawnee, Oklahoma.

The City of Shawnee, Oklahoma adopted the above Resolution on the ____ day of _____, 2022.

CITY OF SHAWNEE, OKLAHOMA:

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

21.

Meeting Date: 08/15/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the City of Shawnee to approve participation in Distributors Oklahoma Settlement Agreement.

Attachments

Resolution

RESOLUTION NO. _____

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

WHEREAS, pharmaceutical opioids have harmed the City of Shawnee, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of opioid manufacturers and distributors, including McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen (collectively “Settling Distributors”).

WHEREAS, City of Shawnee, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

WHEREAS, Settling Distributors have agreed to settle the claims of the State of Oklahoma and certain Oklahoma subdivisions in the Distributors Oklahoma Settlement Agreement.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby elects to, and approves its participation in, the Distributors Oklahoma Settlement Agreement, authorizes its Mayor to execute the Settlement Participation Form contained in the Distributors Oklahoma Settlement Agreement as Exhibit G.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma further elects to, and approves, its participation in the Memorandum of Understanding Regarding Certain Opioid Litigation Proceeds with the State of Oklahoma (“Sharing Agreement”) and Addendum to the Sharing Agreement Regarding Certain Opioid Litigation Proceeds, and further ratifies its prior actions of legal counsel in executing documents necessary for the City of Shawnee, Oklahoma to participate in the Distributors Oklahoma Settlement Agreement, the Sharing Agreement, and the Addendum to the Sharing Agreement.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Distributors Oklahoma Settlement Agreement, the Sharing Agreement and Addendum to the Sharing Agreement to effectuate the Distributors Oklahoma Settlement Agreement for the benefit of City of Shawnee, Oklahoma, including executing any documents required to finalize the participation of City of Shawnee in the Distributors Oklahoma Settlement Agreement, the Sharing Agreement, and the Amendment to the Sharing Agreement.

[Remainder of Page Left Blank Intentionally]

The City of Shawnee, Oklahoma adopted the above Resolution on the ____ day of _____, 2022.

CITY OF SHAWNEE, OKLAHOMA:

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

22.

Meeting Date: 08/15/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Memo

Presentation

Resolution



City Manager's Office

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

Date: August 11, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Brad Schmidt, Public Works Director
Seth Barkhimer, Director of Engineering
Subject: Wastewater Treatment Plant Discussion

Background: The City currently operates two wastewater treatment plants. The northside plant is an activated sludge process, whereas the southside plant has a trickle filter process. The City of Shawnee is one of an estimated five remaining municipalities within the State of Oklahoma to operate a trickle filter facility; associated replacement parts are very limited and, in some cases, have to be custom-built. Operations at the southside plant require extra care due to its environmentally sensitive location near the South Canadian River. Therefore, in 2019, the City considered two options for upgrades to the wastewater treatment operations:

- Option 1 included the construction of an aero-mod plant at the southside location and limited upgrades to the northside plant. In early 2020, the southside project and the modifications at the northside plant's conceptual cost was estimated to be around \$33.5 million.
 - Pros:
 - Addresses issues at southside plant.
 - Costs less than Option 2.
 - Cons:
 - Southside plant operations remain almost entirely below the 100-yr flood elevation.
 - Updates do not provide long-term growth capacity at northside plant where most of the City's growth is located.
 - Two separate plants cost approximately \$475,000 more per year to operate.

It is estimated that with current component and labor pricing, the cost of Option 1 would be just under \$78 million.

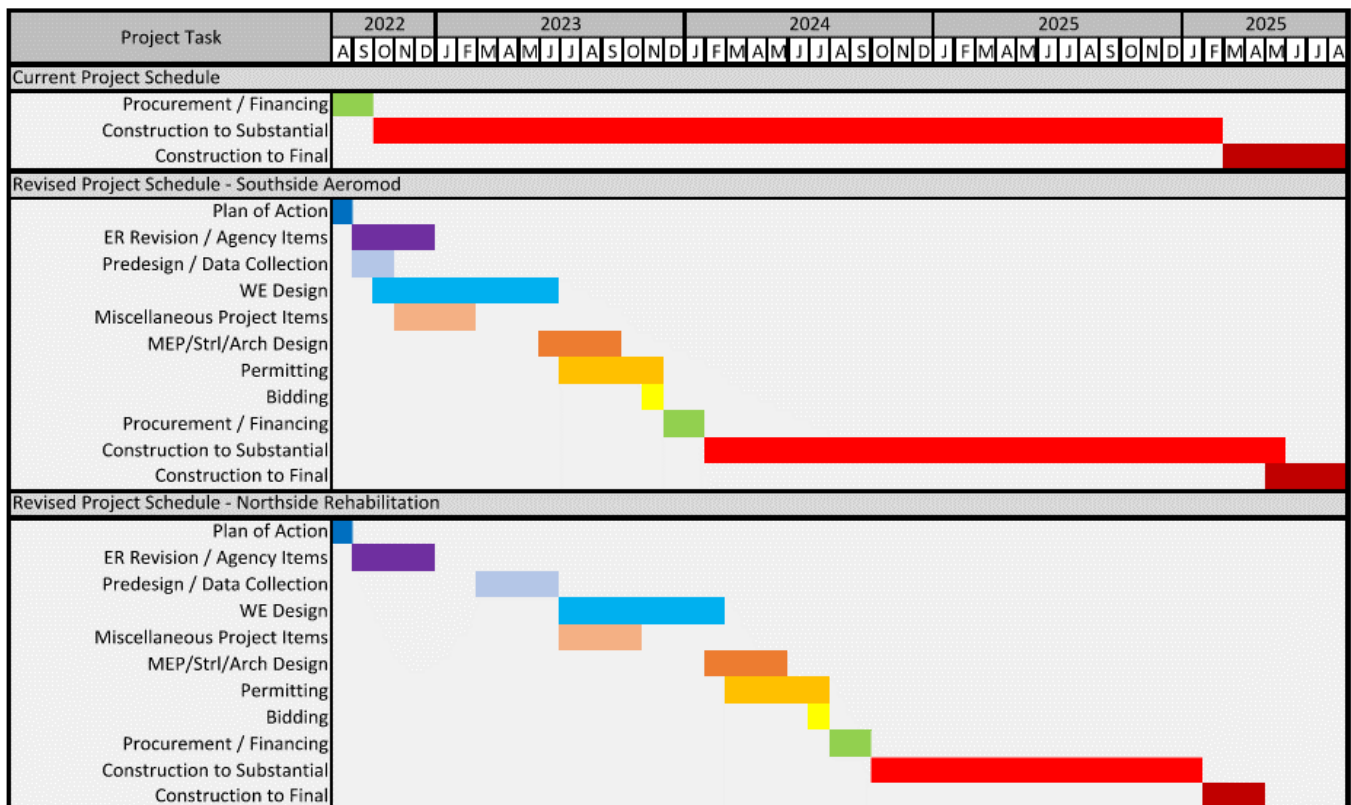
- Option 2 included the conversion of the southside plant into a large lift station, the construction of a cross-town force-main, and the reconstruction of the northside plant to a system that offered the capacity for phased growth. In early 2020, the conceptual cost for the Option 2 upgrades was estimated to be \$40.3 million.

- Pros:
 - Nets savings of \$475,000 per year in operations cost.
 - Provides for long-term growth capacity of the City.
 - Removes current southside wastewater treatment operations from an environmentally sensitive area.
- Cons:
 - Costs more than Option 1.

In 2020, the preliminary construction estimate for Option 2 was around \$40.3 million. At a difference of about \$7 million between Options 1 and 2, and in consideration of ongoing maintenance and operations cost, the City elected to move forward with Option 2, for which the City secured \$51.4 million funding from the Oklahoma Water Resources Board.

Since early 2020, unprecedented events occurred, which have resulted in significant cost increases for the proposed wastewater treatment plant project. The recent August 1 bid opening resulted in a low bid of \$103,558,735 for the necessary improvements. With the inclusion of professional services and contingencies, the overall project would be approaching 116 million dollars. This magnitude of cost increase is unfortunately not unheard of; when City staff checked with peer cities, who are currently undertaking projects of similar size and nature, the percentage cost increase over the original engineer's estimate was on average 91 percent higher than anticipated.

In an effort to provide all the necessary information to make an informed decision, City staff has also looked into how the project schedule might be impacted, if the City now decided to return to Option 1:

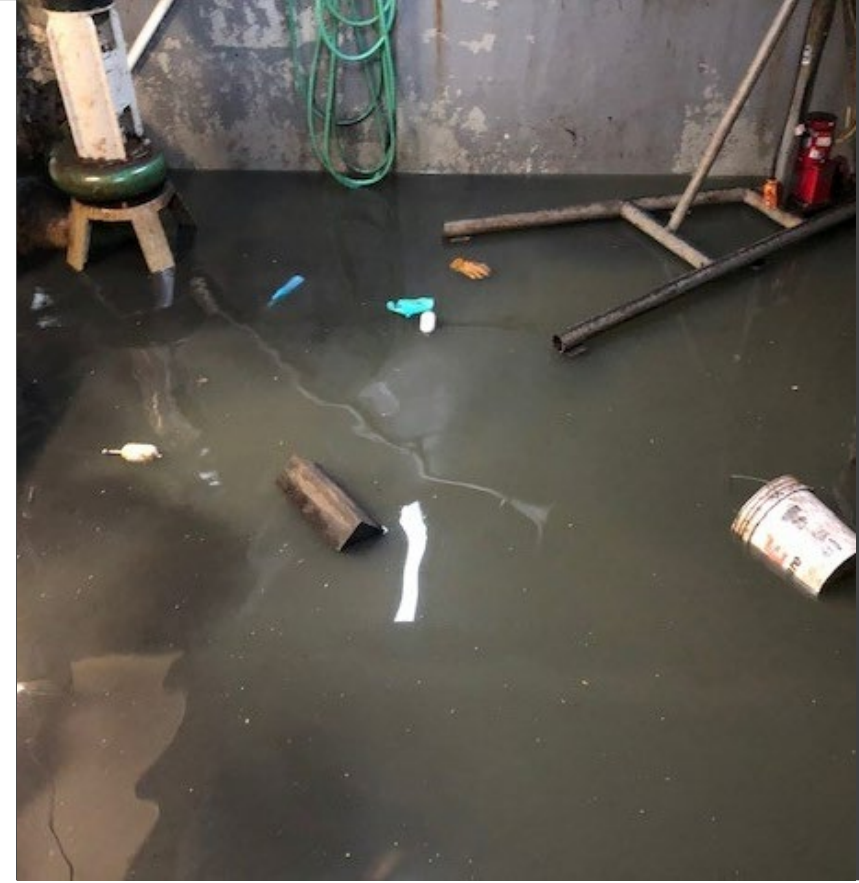


Given Option 2's lengthy construction schedule, there is not a significant change to the timing of when improvements would be operational at the two wastewater treatment plants. The second, and perhaps more important question, is the unknown financial impact if the City were to delay the implementation of the wastewater treatment plant upgrades. In light of the significant surges in cost and the increasing competition for contractors due to an influx of American Rescue Plan Act (ARPA) and Bipartisan Infrastructure Law (BIL) funding, further cost escalation is highly probable.

Financial Impact: An additional Clean Water State Revolving Fund (CWSRF) promissory note in the amount of \$65,635,000.00 from the Oklahoma Water Resources Board is needed; the loan would be backed by a Utility Improvement Fee, which would be assessed to each water and/or wastewater account and gradually increased over the course of four years.

Attachment: Resolutions.

Staff Recommendation: For informational purposes.



Wastewater Treatment Plant Project

Andrea Weckmueller-Behringer, City Manager

Brad Schmidt, Public Works Director

Seth Barkhimer, Director of Engineering



August 15, 2022

Presentation Contents

- Current Operations & Capacities
- Upgrade Options & Pros/Cons
- Project Cost
- Financial Options
- Questions & Answers

Southside WWTP

1952 Construction - Trickle Filter

- Control building with raw pumps, grit chamber, pre-aeration tank, settling tanks, 1st stage trickling filters, digester, drying beds

1960

- Intermediate settling tanks, 2nd digester

1971

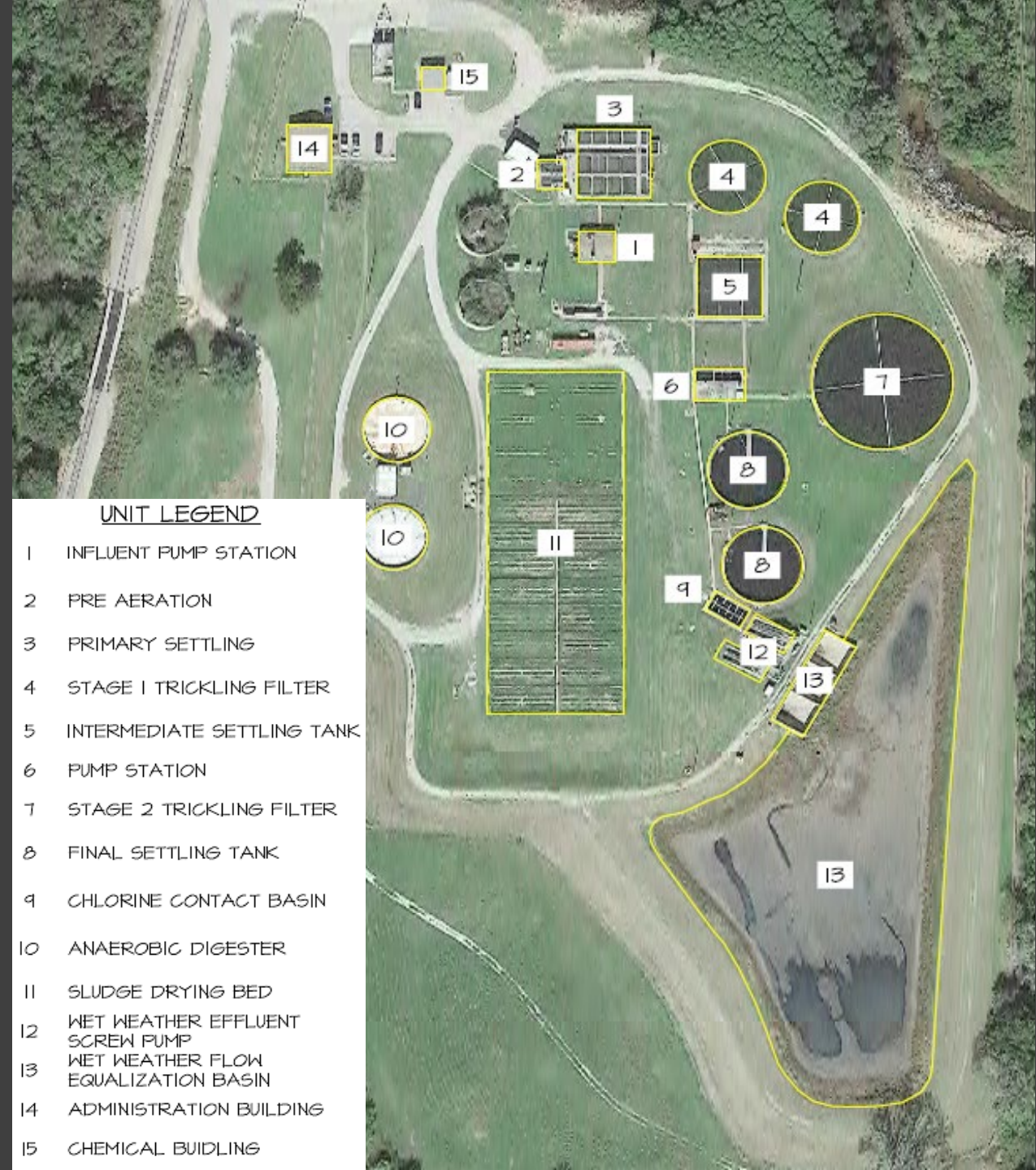
- Secondary pump station, 2nd stage trickling filter, clarifier, drying beds, berm

1980 and 1989

- Gas chlorination building, new sewage pump, added settling tanks and clarifier, new trickling filter, new admin building, excess storage pond

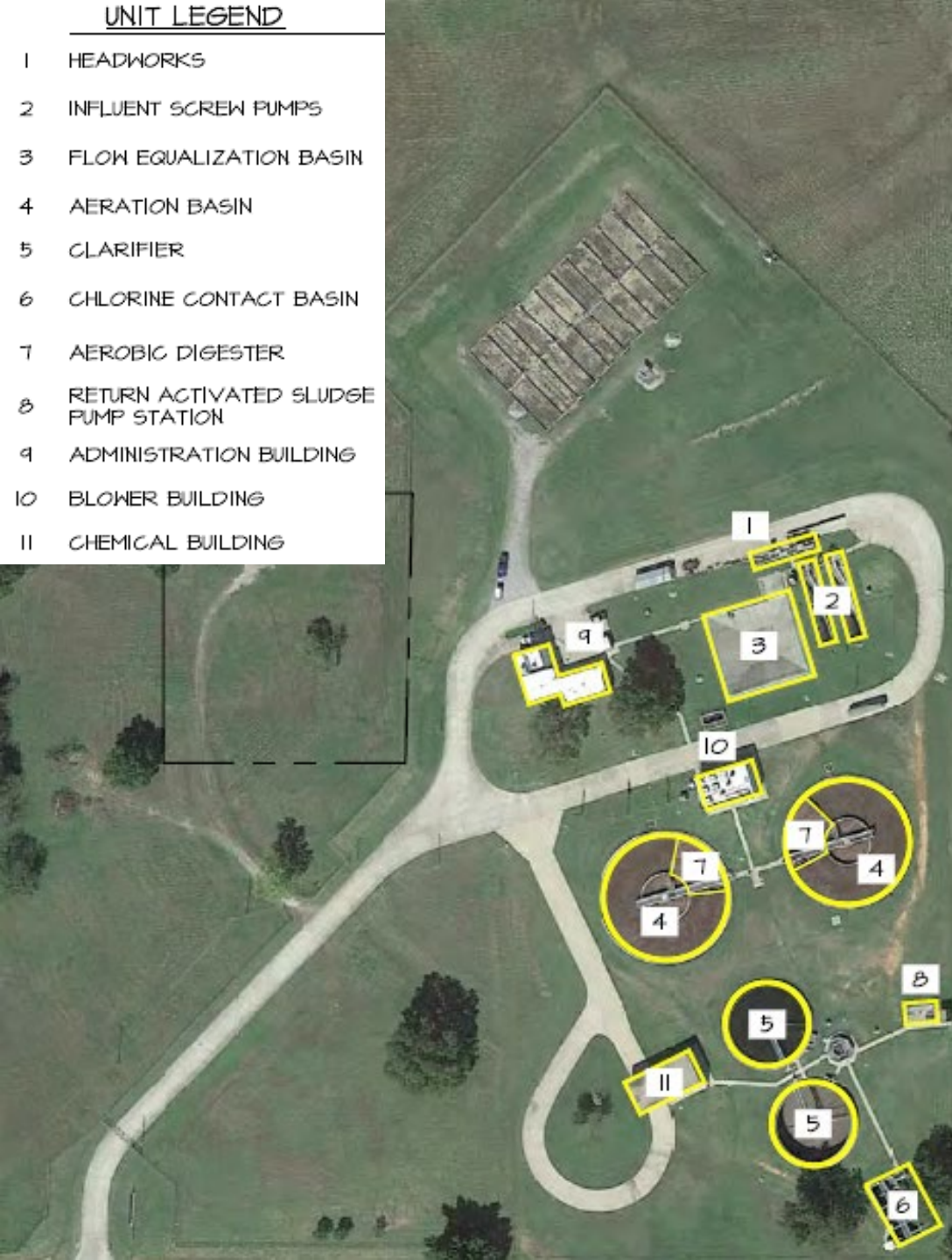
Design Capacity 3 MGD

1.5 MGD Average & 2.5 Peak Factor



UNIT LEGEND

- 1 HEADWORKS
- 2 INFLUENT SCREW PUMPS
- 3 FLOW EQUALIZATION BASIN
- 4 AERATION BASIN
- 5 CLARIFIER
- 6 CHLORINE CONTACT BASIN
- 7 AEROBIC DIGESTER
- 8 RETURN ACTIVATED SLUDGE PUMP STATION
- 9 ADMINISTRATION BUILDING
- 10 BLOWER BUILDING
- 11 CHEMICAL BUILDING



Northside WWTP

1982 Construction - Activated Sludge

Primarily for industrial flow

- Admin building, laboratory, shop, chemical feed building, influent pumps, bar screen, aerated grit chamber, small equalization basin, circular treatment units, drying beds

1996

For commercial/industrial and residential

- New headworks with additional screw pump, manual and mechanical bar rack, vortex grit separator, new clarifiers with splitter box, aerobic digesters, activated sludge pump station, chlorine contact basin

Design Capacity 3.2 MGD

1.6 MGD Average & 2.4 Peak Factor

Upgrade Options

A “Do Nothing” Alternative is NOT an Option

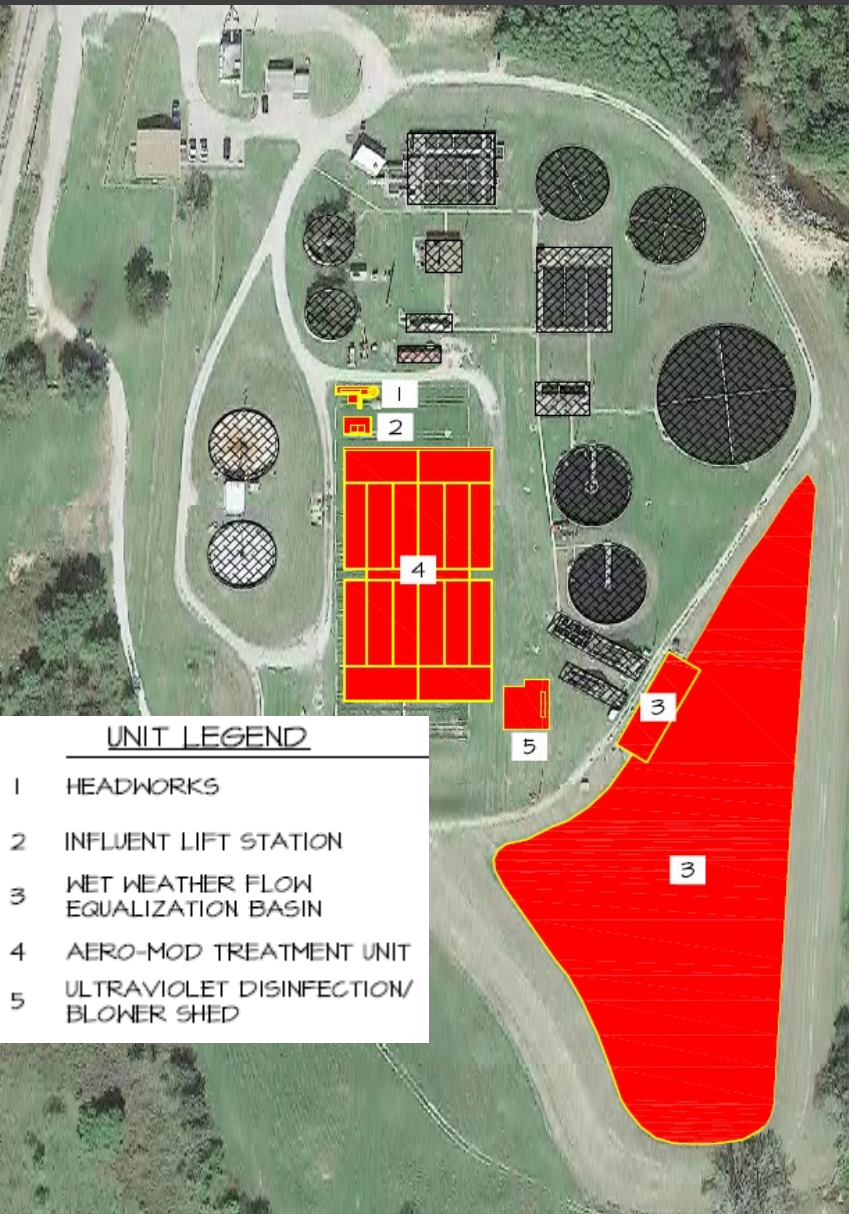
Option 1 – Northside Updates & New Southside Aeromod Plant

- **Pros** – New southside plant; less costly (in 2020)
- **Cons** – Protected by berm, but area is below 100-yr flood elevation; assumes low growth (0.4%/yr) without capability for more growth; operational cost doubled

Option 2 – Southside Lift Station & New Northside SBR Plant

- **Pros** – Almost \$0.5 million in operational savings per year; new northside plant with SBR set-up allows for future growth; limits southside flood vulnerability to new lift station
- **Cons** – More costly in 2020 (and today)

Option 1



UNIT LEGEND

- 1 HEADWORKS
- 2 INFLUENT LIFT STATION
- 3 WET WEATHER FLOW EQUALIZATION BASIN
- 4 AERO-MOD TREATMENT UNIT
- 5 ULTRAVIOLET DISINFECTION/ BLOWER SHED

Southside WWTP AERO-MOD

Bonding and Insurance
Mobilization and Incidentals
Survey, Testing & Disinfection
Site Work
Gravel Surfacing
Concrete Paving
Treatment Plant Yard Piping
Influent Piping to Headworks
Discharge Piping & Structure
Fencing (Chain Link)

Stormwater Pond Modification

Headworks & Influent Lift Station

Stormwater Lift Station

2.0 Aeromod Treatment System

Ultraviolet Disinfection

Operations Building with Shed

Sludge Dewatering System & Handling

Cascade Aerator & Non-Potable Water

Effluent Parshall Flume

Flow Measurement

Standby Power System

Treatment Plant Electrical

SCADA System

Painting

Materials Testing Allowance

Laboratory Equipment Allowance

Backflow Preventor

Northside SBR Option

Item

Bonding, Insurance and Incidentals

Survey, Testing & Disinfection

Site Work

Concrete Paving

Treatment Plant Yard Piping

36" Effluent Gravity Main

Concrete Lined Stormwater Basin

Headworks & Influent Lift Station

Headworks Cover & Hoist

Stormwater Lift Station

Sludge/UV Building

Sludge Dewatering System & Handling

Treatment Plant Electrical

SCADA System

Materials Testing Allowance

Laboratory Equipment Allowance

Aeration Basin Rehab

Digester Rehab

Blower Replacement

Clarifier Rehab

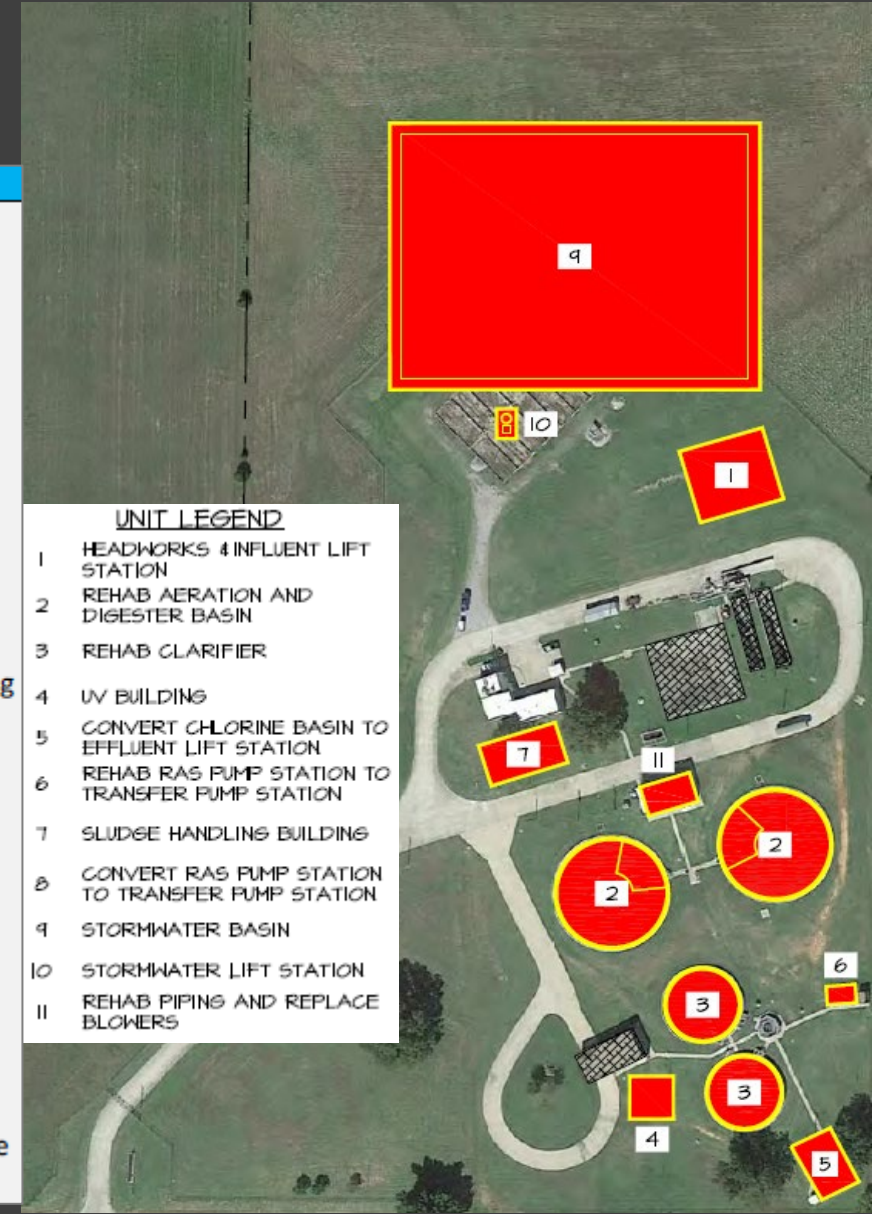
Aeration Piping Rehab

Return Sludge Piping Rehab

Ultraviolet Disinfection

Collection System lift Station Upgrade

Additional Construction Items



UNIT LEGEND

- 1 HEADWORKS & INFLUENT LIFT STATION
- 2 REHAB AERATION AND DIGESTER BASIN
- 3 REHAB CLARIFIER
- 4 UV BUILDING
- 5 CONVERT CHLORINE BASIN TO EFFLUENT LIFT STATION
- 6 REHAB RAS PUMP STATION TO TRANSFER PUMP STATION
- 7 SLUDGE HANDLING BUILDING
- 8 CONVERT RAS PUMP STATION TO TRANSFER PUMP STATION
- 9 STORMWATER BASIN
- 10 STORMWATER LIFT STATION
- 11 REHAB PIPING AND REPLACE BLOWERS

Option 2



Southside Pretreatment, WWTP Lift Station & S

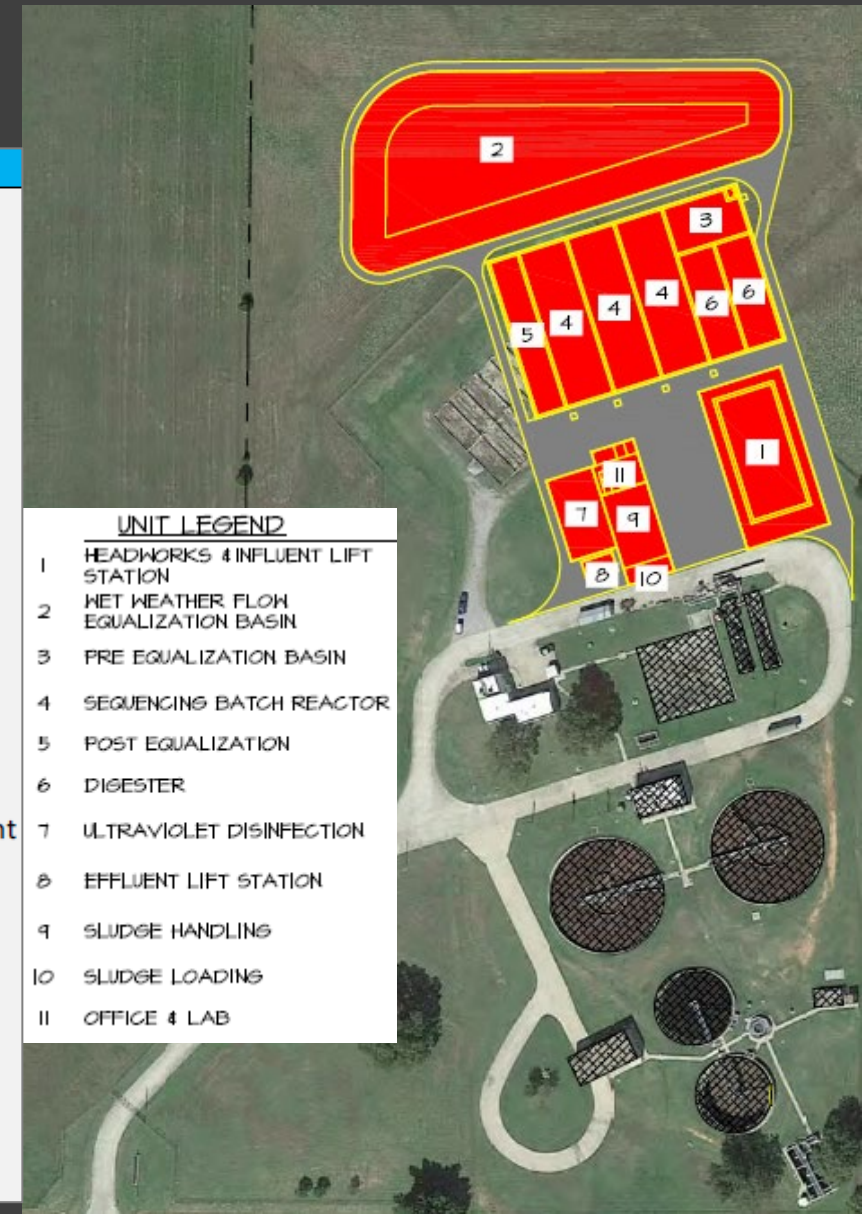
Headworks & Influent Lift Station
Stormwater Pond Modifications
Site work
Concrete Paving
Treatment Plant Yard Piping
Influent Piping to Headworks
Stormwater Flow Control
Standby Power System
Treatment Plant Electrical

SCADA System

Materials Testing Allowance
48,000 L.F 18in DR-18 S
Collection System Lift S

Northside SBR Option

Item
Bonding, Insurance and Incidentals
Survey, Testing & Disinfection
Site Work
Concrete Paving
Treatment Plant Yard Piping
Effluent Pumps with Forcemain to Creek
Fencing (Chain link)
Concrete Lined Stormwater Basin
Headworks & Influent Lift Station
Headworks Cover & Hoist
Stormwater Lift Station
4.5 MGD SBR Treatment Unit, Complete
Ultraviolet Disinfection
Sludge/UV Building with Sheds
Sludge Dewatering System & Handling
Effluent Parshall Flume & Flow Measurement
Misc Flow Measurement
Treatment Plant Electrical
SCADA System
Painting & Coatings
Materials Testing Allowance
Laboratory Equipment Allowance
Aerobic Digesters
Replace Existing Blowers
Convert RAS PS to Transfer PS



UNIT LEGEND

- 1 HEADWORKS & INFLUENT LIFT STATION
- 2 WET WEATHER FLOW EQUALIZATION BASIN
- 3 PRE EQUALIZATION BASIN
- 4 SEQUENCING BATCH REACTOR
- 5 POST EQUALIZATION
- 6 DIGESTER
- 7 ULTRAVIOLET DISINFECTION
- 8 EFFLUENT LIFT STATION
- 9 SLUDGE HANDLING
- 10 SLUDGE LOADING
- 11 OFFICE & LAB

UNIT LEGEND

- 1 HEADWORKS & INFLUENT LIFT STATION
- 2 WET WEATHER FLOW EQUALIZATION BASIN

Project Cost

Option 1

- In 2020 – \$33.5 to \$39.7 million
- In 2022 – \$65 to \$77.9 million (96% more)
- In 2023 and 2024 – \$\$\$??
after final design and permitting

Option 2

- In 2020 – \$40.3 million
- In 2022 – Bid-in-hand is \$103.6 million

Project Cost (cont.)

Project Task	2022				2023												2024												2025												2026																											
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A																															
Current Project Schedule																																																																				
Procurement / Financing	■																																																																			
Construction to Substantial					■																																																															
Construction to Final																																															■																					
Revised Project Schedule - Southside Aeromod																																																																				
Plan of Action	■																																																																			
ER Revision / Agency Items					■																																																															
Predesign / Data Collection					■																																																															
WE Design									■																																																											
Miscellaneous Project Items									■																																																											
MEP/Strl/Arch Design													■																																																							
Permitting																	■																																																			
Bidding																					■																																															
Procurement / Financing																									■																																											
Construction to Substantial																													■																																							
Construction to Final																																	■																																			
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Procurement / Financing																									■																																											
Construction to Substantial																													■																																							
Construction to Final																																	■																																			

Financial Options

- Oklahoma Water Resources Board (OWRB) loan secured for \$51.4 million (2019/2021)
- Option 2 needs an additional \$65.6 million
- OWRB indicated that Clean Water State Revolving Fund (CWSRF) would be available but requires additional revenues to pay loan

Financial Options (cont.)

Graduated Utility Fee

- Agenda includes **modified 5/5** proposal, adding \$5.00 the first year and \$4.75 over 4 years, starting March 1, 2023
- Other graduated fee schedules could be considered, i.e.
 - **6/4** – \$6.00 each year over 4 yrs.
 - **5/5** – \$5.00 each year over 5 yrs.
 - **Different start** – up to June 2023

Half-Cent Sales Tax

- If sent to a vote of the citizens on January 10, 2023
AND IF APPROVED
a **half-cent sales tax** would provide the necessary revenue to supplant the graduated utility fee.

City Commission Q & A



PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, IN SHAWNEE, OKLAHOMA, ON THE 15TH DAY OF AUGUST, 2022, AT 6:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Attorney. Commissioner _____, moved passage of the Resolution and Commissioner _____, seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. _____

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.

WHEREAS, the Shawnee Municipal Authority (the "Authority") did, by its Resolution adopted August 15, 2022, authorize the issuance, sale and delivery of its Series 2022 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the construction of improvements to the Authority's wastewater treatment systems and all related appurtenances, which Note will be in the original principal amount of not to exceed \$65,635,000.00; and

WHEREAS, the City Commission hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Commission of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Shawnee Municipal Authority, Pottawatomie County, Oklahoma, Series 2022 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed \$65,635,000.00 (the “2022 Note”), all as approved by said Authority on August 15, 2022, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2022 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2022 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2022 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 15TH DAY OF AUGUST, 2022.

CITY OF SHAWNEE, OKLAHOMA

By _____
Mayor

ATTEST:

By _____
City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF POTTAWATOMIE)

I, the undersigned, City Clerk of the City of Shawnee, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 15TH DAY OF AUGUST, 2022.

(SEAL)

City Clerk

Regular Board of Commissioners

23.

Meeting Date: 08/15/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Ordinance

ORDINANCE NO. _____

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.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend Chapter 26 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to create, implement, and impose a utility improvement fee upon utility customers;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. [adoption of Utility Improvement Fee] Amends City Code Chapter 26 “Utilities”, Article II “Water and Sewer Rates and Fees”, by creating Section 26-30 [formerly “Reserved”], which shall impose and set a monthly fee for Utility Improvements through the adoption of the following language:

Section 26-30 – Utility Improvement Fee.

Each account shall be charged a monthly fee relating to Utility Improvements for the purpose of funding capital improvements and for the payment of any debt service associated with said improvements. The amount to be charged for the Utility Improvement Fee shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission. The monies collected from the Utility Improvement Fee shall be maintained in a Utility Improvement Fund.

Section 2: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 3: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

PASSED AND APPROVED this _____ day of _____, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2022.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

24.

Meeting Date: 08/15/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. ____

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.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 26, Article II, Section 26-30 provides for the setting and updating of monthly charges for the Utility Improvement Fee, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the monthly rate for the Utility Improvement Fee pursuant to Section 26-30;

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

Section 1. The monthly Utility Improvement Fee charged to each account shall gradually increase as follows:

Effective March 1, 2023:	\$5.00 per month, per account.
Effective March 1, 2024:	\$9.75 per month, per account.
Effective March 1, 2025:	\$14.50 per month, per account.
Effective March 1, 2026:	\$19.25 per month, per account.
Effective March 1, 2027:	\$24.00 per month, per account.

After March 1, 2027 the rate shall remain at \$24.00 per month, per account, until modified by resolution of the City Commission.

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the updated City Fee Schedule in whole (Exhibit 'B'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 3. **Effective Date.** The effective date of the fee changes in this Resolution is March 1, 2023.

PASSED AND APPROVED this _____ day of August, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

DRAFT

Shawnee, OK Code of Ordinances - Fee, Fine,
Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits:				
		RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$23.42			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits:				
		COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			

		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			

		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$15.27			
		Over 1,000	\$3.38			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				

		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$19.11			
		Over 1,000	\$3.29			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			

Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art II Sec 26-30	Utilities	Utility Improvement Fee:				
		Effective March 1, 2023	\$5.00 per month, per account.			
		Effective March 1, 2024	\$9.75 per month, per account.			
		Effective March 1, 2025	\$14.50 per month, per account.			
		Effective March 1, 2026	\$19.25 per month, per account.			
		Effective March 1, 2027	\$24.00 per month, per account.			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		\$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)(2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a) (3)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (4)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (5)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a) (6)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a) (13)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a) (14)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (18)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a) (19)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a) (20)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One- time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises \$20; Off Premises \$10			
Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art II Sec 4-49 (a)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine		\$500		
Part II Chapter 4 Art II Sec 4-49 (b)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine, per day		\$50		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			

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Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			

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Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		

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-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Initial Electrical Contractor Fee	\$100			
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Annual Renewal Electrical Contractor Fee	\$75			
		Electrical Inspection Fees.				
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
		Electrical Inspection Fees.				
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
		Electrical Inspection Fees.				
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			

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Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			

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Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			

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Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000

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Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			

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Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			

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CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			\$1,000	

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Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	 \$100; \$10; \$20; \$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	 \$25; \$10			

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CHAPTER 9: CABLE COMMUNICATIONS						
						General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

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CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
		Sale of Lots:				
		Adult Lot;	\$500;			
Part II Chapter 10 Sec 10-9	Cemeteries	Infant Lot	\$200			
		Preparation and closing of graves; fees.				
Part II Chapter 10 Sec 10-11	Cemeteries	If the City provides such services;	\$400			
		Preparation and closing of graves; fees.				
Part II Chapter 10 Sec 10-11	Cemeteries	Additional Tent Fee	\$100			
		Preparation and closing of graves; fees.				
Part II Chapter 10 Sec 10-11	Cemeteries	Opening and Closing Infant Graves	\$200			
		Preparation and closing of graves; fees.				
Part II Chapter 10 Sec 10-11	Cemeteries	Cremation burials	\$200			
		Preparation and closing of graves; fees.				
Part II Chapter 10 Sec 10-11	Cemeteries	After 4:00PM Monday thru Friday an Overtime charge	\$250			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			

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Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			\$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		

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Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment-- Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		

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Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-4 (d) 1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			

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Part II Chapter 13 Art I Sec 13-4 (d) 5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic fire-extinguishing system fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of or modification to fire alarm and detection systems fee	\$35			
Part II Chapter 13 Art I Sec 13-4 (d) 10	Fire Prevention and Protection	Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-9 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-10 (a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	\$15			
Part II Chapter 13 Art II Sec 13-37 Sec 109.3 & Sec 111.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		

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						\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Maximum Penalty		\$500		
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
		Sprayers and Exterminators:				
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Annual License Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		

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Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			

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Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			

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CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
		Mobile/Manufactured Home or Travel Trailer/RV Park.				
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Maximum Initial License Fee for up to 30 Spaces	\$30			
		Mobile/Manufactured Home or Travel Trailer/RV Park.				
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
		Valid License Required.				
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Maximum Fine		\$100		
		Valid License Required.				
		Maximum Fine for Driving with suspended, cancelled, denied, or revoked license:				
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Maximum Fine - First Offense		\$100		

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Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		

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Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		

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Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		

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Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		

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Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						

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Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
			\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit				
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
		City Dump; Sanitary Landfill:				
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				\$5,000, \$10,000, \$5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						
		Water Rates: The minimum charge for water used by consumers inside the city limits:				
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$23.42			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
		Water Rates: The minimum charge for water used by consumers inside city limits:				
	Utilities	COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		More than 2,000,000	\$7.12			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$15.27			
		Over 1,000	\$3.38			
		Sewer Rates: The charge for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$19.11			
		Over 1,000	\$3.29			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art II Sec 26-30	Utilities	Utility Improvement Fee:				
		Effective March 1, 2023	\$5.00 per month, per account.			
		Effective March 1, 2024	\$9.75 per month, per account.			
		Effective March 1, 2025	\$14.50 per month, per account.			
		Effective March 1, 2026	\$19.25 per month, per account.			
		Effective March 1, 2027	\$24.00 per month, per account.			
CHAPTER 26 ARTICLE III WATER						
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	 \$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fe	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
		Sewers:				
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Maximum Fine		\$1,000		
		Falsifying Information:				
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Maximum Fine		\$500		
		Sewers: Citation:				
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
		Sewer connection. Wastewater tap fee:				
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	4 inch pipe	\$375			
		Sewer connection. Wastewater tap fee:				
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	6 inch pipe	\$500			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance				\$5,000, \$10,000, \$5,000
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
		Release of bonds and insurance on sale of well:				
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Flat Fee per well under 10 wells	\$50			
		Release of bonds and insurance on sale of well:				
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of 10 or more wells	\$500			
		Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas					
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
		Blanket Corporate Surety Bond			\$500,000	
		Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas					
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
		Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas					
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
		Annual Permit Fee:				
		<u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>				
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas		\$150			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000