

AGENDA
BOARD OF CITY COMMISSIONERS
February 7, 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 January 18, 2022 regular meeting.
 - b. Authorize a right-of-way easement to be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease at the Shawnee Twin Lakes.
 - c. Acceptance of public improvements for Hyatt IV Addition and place maintenance bonds into effect.
 - d. Acknowledge the resignation of Rachael Cole Yahola from the Shawnee Urban Renewal Authority.
 - e. Mayor's Appointments:

Shawnee Urban Renewal Authority
Tosha Tanquary 1st Full Term Expires: February 2, 2025
Replaces Rachael Cole Yahola – Resigned
3. Presentation by Animal Control to present the Pet of the Week.

4. Acknowledgement and ratification of the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the actions of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.
5. Discussion and consideration to provide financial assistance for the Shawnee Civic and Cultural Development Authority related to the 2022 International Finals Youth Rodeo.
6. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that amends a Project Maintenance Agreement with the Oklahoma Department of Transportation for the Wayfinding Sign Project.
7. Consideration of a resolution to declare real property located at 504 South Kickapoo Avenue as surplus property, authorizing staff to solicit bids to sell the property and set a minimum bid.
8. Acceptance of the Donation of an Adaptive Kayak Launch.
9. Report from the Lake Advisory Committee.
10. Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:
 - a. Fund 001 General Fund – To reduce budget appropriations for Cemetery Mausoleum.
 - b. Fund 001 General Fund – To move full-time employee position amount from Fund 501 (Shawnee Municipal Authority) to Fund 001 due to new department position arrangement.
11. Administrative Report:
 - a. Annual Homeless Point in Time Count – Rian Harkins, Community Development Director
12. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
13. Commissioners Comments
14. Discussion, consideration, and possible action to enter into executive session for discussion related to the Fairview Cemetery Mausoleum in accordance with 25 O.S. § 307(B)(3) and (4) to discuss confidential communications between a public body and its attorney concerning the purchase or appraisal of real property and a pending investigation, claim, or action that the public body, with advice of its attorney, has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.

15. Consider matters discussed in executive session related to the Fairview Cemetery Mausoleum in accordance with 25 O.S. § 307(B)(3) and (4) to discuss confidential communications between a public body and its attorney concerning the purchase or appraisal of real property and a pending investigation, claim, or action that the public body, with advice of its attorney, has determined that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest.
16. 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: 02/07/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the January 18, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JANUARY 18, 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, Tuesday, January 18, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:49 p.m. on January 13, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Absent
Commissioner Ward 6

ABSENT: Ben Salter

INVOCATION

Commissioner Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris spoke regarding the Oklahoma Baptist University Authority, Freese and Nichols, Inc., and Blue Zones Project.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the December 20, 2021 regular meeting.
- b. Acknowledge the following reports and minutes:

- License Payment Report for December 2021
 - Project Payment Report for December 2021
 - Planning Commission Minutes from the December 1, 2021 regular meeting and the December 7, 2021 special call meeting
- c. Acknowledge the resignation of Barbara “Bobbi” Gaglia from the Senior Citizens of Shawnee Board.
- d. Mayor’s Appointments:

Senior Citizens of Shawnee Board

Sally “Sarah” Murphy 1st Partial Term Expires: July 1, 2024
Replaces Barbara “Bobbi” Gaglia – Resigned

Janice Orlauski 1st Partial Term Expires: July 1, 2023
Replaces Pam Robinson – Resigned

Jeanni Pruitt 1st Partial Term Expires: July 1, 2023
Replaces Wanda Hill – Resigned

Shawnee Arts and Culture Commission

Tate Monroe 1st Partial Term Expires: May 1, 2024
Replaces Sha’kiya Morris – Resigned

Shawnee Urban Renewal Authority

Candida “Candi” Hurley 1st Partial Term Expires: February 2, 2023
Replaces Kay Wheeler – Resigned

Rachael Cole Yahola 1st Full Term Expires: February 2, 2025
 Effective: February 2, 2022
Replaces Renee Wortham – Term Expired

Zoning Board of Adjustments

Dana Austin 1st Partial Term Expires: June 1, 2023
Replaces Sha’kiya Morris – Resigned

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

AYE: Matthews, Engles, Flood, Bolt, Rutherford, Sehorn

NAY: None

AGENDA ITEM NO. 3:

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

There was no Pet of the Week.

AGENDA ITEM NO. 4:

Presentation by Ray Poland, Oklahoma Municipal League (OML) Vice President, of the 25 Years of Service Award to Scott Killgore.

Mr. Ray Poland, Oklahoma Municipal League (OML) Vice President, presented Battalion Chief Scott Killgore with a 25 Years of Service Award.

AGENDA ITEM NO. 5:

Consideration of a Professional Services Agreement with Freese and Nichols, Inc. for development of a Unified Development Code.

Community Development Director Rian Harkins provided a staff report regarding the Professional Service Agreement with Freese and Nichols, Inc. for the development of a Unified Development Code.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve a Professional Services Agreement with Freese and Nichols, Inc. for development of a Unified Development Code. Motion carried 6-0.

AYE: Rutherford, Matthews, Engles, Flood, Bolt, Sehorn

NAY: None

AGENDA ITEM NO. 6:

Consideration of an ordinance of the City of Shawnee, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC for the construction and operation of a cable system.

Assistant City Manager Jacob Foos provided a brief staff report of the non-exclusive permit for Clarity Telecom, LLC for the construction and operation of a cable system.

Mr. Desi Stoops, Vice President of Market Development with Bluepeak, provided a presentation and answered questions from the Mayor and Commissioners.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an ordinance of the City of Shawnee, Oklahoma granting a non-exclusive permit to Clarity Telecom, LLC for the construction and operation of a cable system.

Ordinance No. 2739NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA GRANTING A NON-EXCLUSIVE PERMIT TO CLARITY TELECOM, LLC FOR THE CONSTRUCTION AND OPERATION OF A CABLE SYSTEM.

Motion carried 6-0.

AYE: Sehorn, Rutherford, Matthews, Engles, Flood, Bolt

NAY: None

Ordinance No. 2739NS was adopted by the City Commission

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to rezone property located at 1011 East Farrall Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. RZ01-22, Applicant: Paula Lauderdale.

A staff report was provided by Community Development Director Rian Harkins. Staff and the Planning Commission recommend approval of this rezoning.

Mayor Bolt declared a public hearing in session to consider an ordinance rezoning property located at 1011 East Farrall Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve the ordinance rezoning property located at 1011 East Farrall

Street from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District).

Ordinance No. 2740NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 577.50 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW/4 SW/4) OF SECTION TWENTY (20), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE EAST 295.70 FEET; THENCE SOUTH TO THE C.R.I. & P. RAILWAY; THENCE WESTERLY ALONG SAID LINE TO A POINT 33 FEET EAST OF THE SOUTHEAST CORNER OF GROVE ADDITION, TO THE CITY OF SHAWNEE; THENCE NORTH 855 FEET TO THE POINT OF BEGINNING, FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

AYE: Engles, Matthews, Flood, Bolt, Rutherford, Sehorn

NAY: None

Ordinance No. 2740NS was adopted by the City Commission

AGENDA ITEM NO. 8: Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:

- a. Fund 001 General Fund – To appropriate revenue received from Insurance Recovery to fund Police Vehicle Repairs.
- b. Fund 706 Gifts and Contributions – To appropriate donations received for the purchase of Police Body Cameras.

Assistant Finance Director Jacob Bussell provided a Staff report. Mr. Bussell answered questions from the Mayor and Commissioners.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the budget amendments listed in Agenda Item Nos. 8(a-b). Motion carried 6-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Engles

NAY: None

AGENDA ITEM NO. 9:

Acknowledge monthly Sales Tax and Budget Reports.

Assistant Finance Director Jacob Bussell reported sales tax is up \$2,113,146.00, or 16.70%, over the projected budget year-to-date. He stated that use tax collections are up approximately \$357,584.00, or 24.63%, over the projected budget year-to-date.

AGENDA ITEM NO. 10:

Administrative Report

- a. City Manager Update – Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided updates on the Santa Fe Depot and the Homeless Initiative.

AGENDA ITEM NO. 11:

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. 12:

Commissioners Comments

The Commissioners commented on the Sales Tax Report and the non-exclusive franchise agreement. They welcomed Rian Harkins, Community Development Director, and Erica Genty, Homeless Coordinator, to the City of Shawnee. They also thanked Battalion Chief Scott Killgore for his years of service.

Vice Mayor Rutherford reminded citizens to shop local.

Commissioner Flood thanked City of Shawnee Staff.

Commissioner Engles thanked citizens for applying to Advisory Boards.

Mayor Bolt commented on the great things happening within the City.

AGENDA ITEM NO. 17:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:07 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 02/07/2022

CVEC

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize a right-of-way easement to be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease at the Shawnee Twin Lakes.

Attachments

CVEC



Office of Engineering

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

Date: February 7, 2022
To: City Commission
From: Seth Barkhimer
Subject: Hart Lot 13 - CVEC Easement

Background: Lake lot #13 of the Hart Tract is currently not serviced by power. This easement is required for Canadian Valley Electric Cooperative (CVEC) to serve the lake lot lease site.

Financial Impact: N/A

Attachment: Easement Document

Staff Recommendation: Approval of Easement

CANADIAN VALLEY ELECTRIC COOPERATIVE
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned grantor(s), _____,

(Printed Name of Entity owning Land)

do hereby grant unto the Canadian Valley Electric Cooperative, Inc., a cooperative corporation, whose address is P.O. Box 751, Seminole, Oklahoma 74868, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the county of Pottawatomie, State of Oklahoma, and more particularly described as follows:

In the NW/4 of the SE/4 of

Section 22, Township 10 North, Range 02 East, containing n/a acres, more or less:

(*Right-of-Way to be 15 feet on each side of the proposed pole line and/or underground line center (total of 30 feet) and 35 feet from pole line center for each anchor location) beginning at a point approximately 2600 feet North and 15 feet East of the SW corner of the SE/4 of said section and continuing Northeasterly approximately 135 feet

and to construct, operate, upgrade, and maintain on the above described lands and in or upon all streets, roads, or highways abutting said lands, an overhead or underground electric or telecommunication transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or facilities and to cut down from time to time all dead, weak, leaning, or dangerous trees that are tall enough to strike the wires in falling and the right to maintain, operate, upgrade, and repair electric wires and facilities for the distribution of electric energy and the right of ingress and egress over grantor(s) lands adjacent to the right-of-way for the purposes set forth herein.

The undersigned covenant that they are owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20 ____.

Witness

Representative Signature

REPRESENTATIVE CAPACITY

STATE OF OKLAHOMA)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 20 ____

by _____ as _____

(Printed)(Name of Signer)

(Printed)(Title of Signer)

for _____

(Printed)(Entity Name being Represented)

My Commission expires: _____

(SEAL)

Notary Public / Commission # _____

FORM MUST BE NOTARIZED

CVEC USE ONLY

W.O.# 54893

RETURN ORIGINAL TO: CVEC, P.O. Box 751, Seminole, OK 74868

Regular Board of Commissioners

2. c.

Meeting Date: 02/07/2022

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements for Hyatt IV Addition and place maintenance bonds into effect.

Attachments

Public Improvements



Office of Engineering

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

Date: February 7, 2022
To: City Commission
From: Seth Barkhimer
Subject: Hyatt IV – Acceptance of Public Improvements

Background: The public improvements associated with Hyatt IV have been completed and are ready to be accepted by the City. The development is located south of 45th street, directly adjacent to the previous phases of Hyatt. The developer paid 100% of the construction costs. The improvements have all been installed satisfactorily and inspected to the City of Shawnee specifications. The utilities passed all required testing and are now ready for acceptance and to place the maintenance bonds into effect.

Financial Impact: N/A

Attachment: Maintenance Bonds

Staff Recommendation: Acceptance of the improvements.



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Central Contracting Services, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee

at Shawnee, OK

(hereinafter called the Oblige), in the penal sum of Six Thousand Four Hundred Twenty-one Dollars And Zero
Cents (\$6,421.00)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: October 28, 2021

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for Sewer Improvements -
Hyatt Addition, Section 4

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of (2 Years) / Twenty Four months from and after the date of the completion of the contract indemnify the
Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

Central Contracting Services, Inc.
(Principal)

The Ohio Casualty Insurance Company

By: James L. Tipken
James L. Tipken, President

By: Tina E. Switzer
(Attorney-in-Fact) Tina E. Switzer





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204806 - 976426**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Andy Alsip; Anthony Vogt; Donna Gehrki; J. Michael Suddock; Michael J. Bauman; Susan E. Wood; Tina E. Switzer

all of the city of Oklahoma state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of October, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Central Contracting Services, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee

at Shawnee, OK

(hereinafter called the Oblige), in the penal sum of Four Thousand Five Hundred Eighty-six Dollars And Eighty
Cents (\$4,586.80)

for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: October 28, 2021.

WHEREAS, the said Principal has heretofore entered into a contract with the Oblige for Water Improvements -
Hyatt Addition, Section 4

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Oblige;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a
period of (2 Years) / Twenty Four months from and after the date of the completion of the contract indemnify the
Oblige against any loss or damage directly arising by reason of any defect in the material or workmanship that may
be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and
effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the
particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its
home office in the city of Boston, Massachusetts, promptly and in any event
within ten (10) days after the Oblige or his representative shall learn of such default; and that no claim, suit or
action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from
the end of the maintenance period as herein set forth.

Central Contracting Services, Inc.

(Principal)

The Ohio Casualty Insurance Company

By: James L. Tipken
James L. Tipken, President

By: Tina E. Switzer
(Attorney-in-Fact) Tina E. Switzer





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204806 - 976426**

POWER OF ATTORNEY

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all of the city of Oklahoma state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 3rd day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of October, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

MAINTENANCE BOND

#NOK 2075

KNOW ALL MEN BY THESE PRESENTS:

That Turning Point Industries, Inc., P.O. Box 1805, Blanchard OK 73010, as Principal,
and Merchants National Bonding, Inc., 6700 Westown Parkway, West Des Moines, IA 50266, a corporation organized under the laws of the State of New Hampshire and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Two Hundred Thousand Six Hundred Eighty Four & 20/100*** Dollars (\$ 200,684.20) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

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

DATED this 1st day of February, 2022

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Hyatt Development, LLC, 203 E. 40th St., Shawnee OK 74804,
dated April 28, 2022, for

Concrete and Storm Sewer – Hyatt, Section 4, Shawnee OK, all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

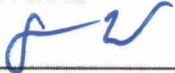
NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one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

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

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

(SEAL)

ATTEST:

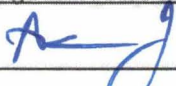


PRINCIPAL:

Turning Point Industries, Inc.

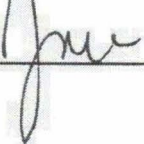
BY

TITLE


Owner

(SEAL)

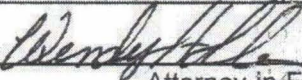
ATTEST:



SURETY:

Merchants National Bonding, Inc.

BY


Attorney-in-Fact

NAME

Wendy Hollen

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cody M McNeill; John D Rogers Jr; Kyle D Reser; Lisa K Sherman; Todd Triplett; Wendy Hollen; William Michael McNeill

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

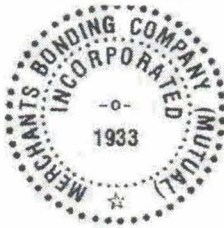
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



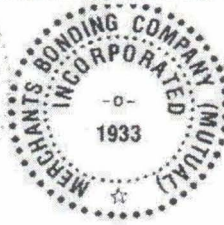
POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of February 2022.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2022

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

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

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189		CONTACT NAME: Lynnette Barnes PHONE (A/C, No, Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415 E-MAIL ADDRESS: lbarnes@midamericainc.com																					
INSURED Turning Point Industries, Inc. P.O. Box 1805 Blanchard OK 73010		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>EMCASCO Insurance Company</td><td>21407</td></tr><tr><td>INSURER B:</td><td>Employers Mutual Casualty Co</td><td>21415</td></tr><tr><td>INSURER C:</td><td>National American Insurance Co</td><td>23663</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	EMCASCO Insurance Company	21407	INSURER B:	Employers Mutual Casualty Co	21415	INSURER C:	National American Insurance Co	23663	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:** 2021 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		5D6-77-52	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		5E6-77-52	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		5J6-77-52	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 5,000,000
		DED ☒ RETENTION \$ 10,000				AGGREGATE \$ 5,000,000
						\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	CW27870635	03/01/2021	03/01/2022	☒ PER STATUTE ☐ OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Hyatt, Section 4, Shawnee, Oklahoma Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Regular Board of Commissioners

2. d.

Meeting Date: 02/07/2022

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Rachael Cole Yahola from the Shawnee Urban Renewal Authority.

Attachments

Resignation

Kacie Eck

From: Kacie Eck
Sent: Tuesday, February 1, 2022 8:18 AM
To: Kacie Eck
Subject: SURA Resignation

Please accept this letter as my formal resignation from the board of directors of SURA Shawnee Ok. effective 1/31/2022. This decision is based solely on the fact of a change in my employment meeting structure restricting me from attending to SURA board meetings on Tuesdays.

I am so grateful to have been considered and I hope that I can someday serve my community.
I wish you guys a wonderful year!

Thank you,

Rachael Yahola

Regular Board of Commissioners

2. e.

Meeting Date: 02/07/2022

Mayor's Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Urban Renewal Authority

Tosha Tanquary 1st Full Term Expires: February 2, 2025

Replaces Rachael Cole Yahola – Resigned

Attachments

Application



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Tosha Tanquary</u>	Application Date: <u>01/31/2022</u>
Address: <u>1604 N. Broadway Ave.</u>	Date of Birth: <u>01/21/1978</u>
Mailing Address: <u>1604 N. Broadway Ave. Shawnee, OK 74804</u>	
Daytime Phone: <u>405-695-2960</u> Fax: <u>n/a</u>	Email: <u>tanquary@outlook.com</u>
Profession: <u>Stay-at-home-mother</u>	
Business Name: <u>n/a</u>	
Business Address: <u>n/a</u>	
Business Phone: <u>n/a</u> Fax: <u>n/a</u>	Email: <u>n/a</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: None.

How many years have you lived in Shawnee? 2 1/2 years

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

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

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

I would love to be more involved in our community with a more hands on approach.

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 in the process of getting my real estate license and have some familiarity with HUD and CDBG grants.

I am currently completing the "Basic CDBG Online Training" program through hudexchange.

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

I occaisianly provide items, food, etc. for Shawnee Rescue Mission.

In the past, I operated a non-profit to help expecting mothers in need. We provided infant necessities, transportation, jobs, and accomodations.

List education, including degree(s) earned:

Associates degree in Interdisciplinary Studies/Psychology/Counseling. I am two classes away from BS Degree in the same fields.

I completed Midwifery School through AAMI. I hope to sit for the OK State Real Estate Exam this month.

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):

None.

Have you ever declared personal or business bankruptcy? Yes, in 1995.

If so, please explain:

My husband and I were just out of high school when he developed health issues and was hospitalized. The hospital was going to garnish our wages because we couldn't pay, so we filed for bankruptcy.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Tara Shreffler	Friend	405-226-3413
Stefanie Wright	Friend	337-396-9233
Jeremy Torres	Friend	405-919-2662

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 Tosha Tanquary

Date 01/31/2022

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

Regular Board of Commissioners

4.

Meeting Date: 02/07/2022

Emergency Declaration

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledgement and ratification of the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the actions of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.

Attachments

Emergency Declaration



DECLARATION OF THE MAYOR OF THE CITY OF SHAWNEE DECLARING AN EMERGENCY WITHIN THE CITY LIMITS AND SUCH ADDITIONAL TERRITORY AS MAY BE DESCRIBED HEREIN, AUTHORIZING THE ACTIONS OF THE CITY MANAGER PURSUANT TO STATE LAWS AND THE MUNICIPAL CODE OF THE CITY OF SHAWNEE

WHEREAS, Chapter 11, Section 11 -29 of the City of Shawnee Code of Ordinances and Title 21 Section 1321.1 *et al.* of the Oklahoma Statutes empowers the Mayor of the City of Shawnee to proclaim a state of emergency when the City of Shawnee is threatened by a local emergency that affects the life, health, property or the public peace; and

WHEREAS, on February 1, 2022, the Governor of the State of Oklahoma declared a disaster emergency caused by severe winter weather in all 77 Oklahoma counties that threatens the public's peace, health, and safety pursuant to Executive Order 2022-02; and

WHEREAS, extreme freezing temperatures and severe winter weather, including snow, freezing rain, and wind beginning February 1, 2022, and continuing are expected to cause damage to public and private properties and utilities, including electric, gas, and water systems within the State of Oklahoma, causing an undue hardship on the citizens of this State, including the citizens of the City of Shawnee; and

WHEREAS, the event is consistent with the definition of "*disaster*" as defined by Section 683.3 of the Oklahoma Emergency Management Act of 2003, as amended; and

WHEREAS, the event is consistent with the definition of "*disaster*" as defined in Section 11-27 of Chapter 11 of the Code of the City of Shawnee; and

WHEREAS, Section 683.3 states that a "*state of emergency*" shall be deemed to exist whenever, by reason of a disaster, such state of emergency is legally proclaimed by proper authority as provided in this article and that "such state of emergency shall continue [in the affected areas] until terminated by proclamation of proper authority as provided in this article"; and

WHEREAS, Section 11-29(a) of Chapter 11 of the Code of the City of Shawnee provides that the Mayor, after finding that a disaster exists which affects life, health, property or the public peace, may proclaim a state of emergency in the area affected; and

WHEREAS, the Mayor of the City of Shawnee does hereby find that conditions affecting public order, life, health, property or the public peace have arisen within the City of Shawnee caused by unprecedented severe winter weather;

NOW THEREFOR IT IS HEREBY PROCLAIMED that a local emergency now exists in the entirety of the City of Shawnee, State of Oklahoma;

I HEREBY DIRECT that the City Emergency Operations Plan be implemented; and

I DO FURTHER DIRECT that public notice of this proclamation and state of emergency shall be given by the City Clerk and to as many local news media outlets as may be practical.

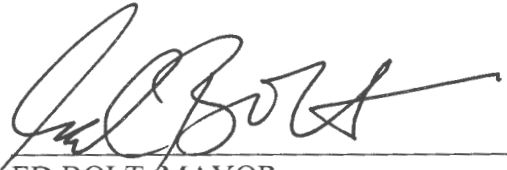
IT IS FURTHER PROCLAIMED AND ORDERED that the Mayor of the City of Shawnee is empowered to evoke the powers enumerated in Chapter 20, Section 20.4 of the City of Shawnee Code of Ordinances; and

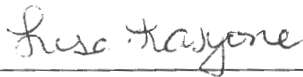
IT IS FURTHER PROCLAIMED AND ORDERED that this state of emergency shall continue for a period of seven (7) days.

Dated: February 2, 2022

ATTEST: (SEAL)




ED BOLT, MAYOR


LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 02/07/2022

SCCDA

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration to provide financial assistance for the Shawnee Civic and Cultural Development Authority related to the 2022 International Finals Youth Rodeo.

Attachments

Memo



City Manager's Office

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

Date: February 7, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Financial Assistance for the Shawnee Civic and Cultural Development Authority related to the 2022 International Finals Youth Rodeo

Background: A Trust Indenture ("Trust") established January 5, 1976, created the Shawnee Civic and Cultural Development Authority (SCCDA) with the unified goal to have and hold, keep and preserve property and proceeds for the use and benefit of the City of Shawnee, Oklahoma.

The SCCDA owns the International Finals Youth Rodeo (IFYR), which is hosted at the Heart of Oklahoma Exposition Center annually. The 28th annual IFYR was most recently held from July 11 through July 16, 2021. The 29th annual IFYR is scheduled to take place from July 10 through July 15, 2022.

As requested by the SCCDA in the preceding Fiscal Year (FY) 2020/2021, the City of Shawnee provided \$50,000 in funding to support the 2021 IFYR. In the current FY 2021/2022, Mr. Randy Gilbert, Chairman of SCCDA, respectfully requests that the City of Shawnee provide a similar amount for the upcoming 2022 IFYR to allow for the hosting of this year's event as well as to retain Dale Yerigan, General Manager of the International Professional Rodeo Association (IPRA) to manage related activities.

Financial Impact: Account #001-5-1210-53780 in the FY 2021-2022 Budget, includes \$50,000 for the IFYR.

Attachment: None.

Staff Recommendation: Consider providing financial assistance for the 2022 International Finals Youth Rodeo in the amount of \$50,000.

Regular Board of Commissioners

6.

Meeting Date: 02/07/2022

ODOT

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that amends a Project Maintenance Agreement with the Oklahoma Department of Transportation for the Wayfinding Sign Project.

Attachments

Memo

Resolution



Office of Engineering

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

Date: February 7, 2022
To: City Commission
From: Seth Barkhimer
Subject: Addendum to 2016 Project Maintenance Agreement with the Oklahoma Department of Transportation for the Wayfinding sign Project

Background: In December of 2016, the city entered into a Project Maintenance Agreement with the Oklahoma Department of Transportation (ODOT) for the installation of wayfinding signs. The agreement placed a series of gateway, wayfinding and district signs around Shawnee. The agreement was required due to the signage being along state highways.

Staff would like to construct an additional gateway sign, similar to the existing signs at Kickapoo and Harrison along I-40, at the Farrall Street and US 177/270 interchange. With approval, staff will begin to prepare a bid packet so that a contractor can be selected to manufacture and install the sign.

Financial Impact: The sign will be approximately \$30,000.

Attachment: Addendum

Staff Recommendation: Approval of Resolution and Project Addendum.



Oklahoma Transportation
P.O. Box 549, Ada, OK 74820

District Three
(580) 332-1526

Seth Barkhimer, P.E.
Director of Engineering
City of Shawnee
222 N. Broadway Ave.
Shawnee, Oklahoma 74801

January 31, 2022

Re: Addendum to the Maintenance Agreement between the Oklahoma Department of Transportation and the City of Shawnee dated December 5th, 2016, and the Shawnee City Resolution #6531 also dated December 5, 2016

Mr. Seth Barkhimer;

This document is to act as an addendum to the original Maintenance Agreement for City of Shawnee's Wayfinding Sign Project Dated December 5, 2016, between the City of Shawnee and the Oklahoma Department of Transportation and allows for a new "Gateway" sign to be added at SH-18 east of US-270/US-177/SH-3W.

This addendum allows the City of Shawnee to construct and maintain a "Gateway" sign similar to the sign present of Harrison near I-40. The City of Shawnee agrees to all of the provisions in the original December 5th, 2016 agreement. The exact location of the new sign shall be agreed upon by both the City of Shawnee and the Oklahoma Department of Transportation.

Please send us a signed and notarized resolution.

Respectfully,

Jon W. Larsen P.E.
Traffic Engineer
Division Three
(405) 332-1526 x2238

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT AMENDS A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE WAYFINDING SIGN PROJECT.

WHEREAS, On December 5, 2016 the City of Shawnee entered into a Project Maintenance Agreement with the Oklahoma Department of Transportation for the Wayfinding Sign Project;

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute an Addendum to that Project Maintenance Agreement for the Wayfinding Sign Project by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that the Mayor is hereby authorized and directed to execute the above-described amendment agreement on behalf of the City of Shawnee, and duly signed by the Mayor.

PASSED AND APPROVED this ____ day of February, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

7.

Meeting Date: 02/07/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution to declare real property located at 504 South Kickapoo Avenue as surplus property, authorizing staff to solicit bids to sell the property and set a minimum bid.

Attachments

Memo

Resolution



Office of Engineering

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

Date: February 7, 2022
To: City Commission
From: Seth Barkhimer
Subject: Property Surplus – 504 S Kickapoo, Shawnee, OK 74801

Background: The city acquired this parcel of property through the Kickapoo Street widening right-of-way acquisition process. The property is located at 504 S Kickapoo (Lots 3 and 4, block 3, Inglewood Addition)

The property has been cleared and is currently raw land. Staff doesn't foresee a reasonable utilization of the property and respectfully seeks a declaration of surplus. At which point, staff will begin the process to sell the land through a competitive process.

Financial Impact: Proceeds from the sale will be directed to 302-5-0920-5420.

Attachment: Resolution

Staff Recommendation: Approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 504 SOUTH KICKAPOO AVENUE, ALSO KNOWN AS A STRIP, PIECE OR PARCEL OF LAND LYING IN LOTS 3 AND 4, BLOCK 3, INGLEWOOD ADDITION TO THE CITY OF SHAWNEE, IN SECTION 24, T10N, R3E IN POTTAWATOMIE COUNTY, OKLAHOMA SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: ALL OF LOTS 4 AND 4, CONTAINING 7,000 SQUARE FEET, 0.16 ACRES, MORE OR LESS, SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID PROPERTY; AND AUTHORIZING STAFF TO ADVERTISE FOR SEALED BIDS FOR THE SALE OF SAID PROPERTY.

WHEREAS, the City of Shawnee owns the following property:

504 South Kickapoo Avenue, also known as a strip, piece or parcel of land lying in Lots 3 and 4, Block 3, Inglewood Addition to the City of Shawnee, in Section 24, T10N, R3E in Pottawatomie County, Oklahoma, said parcel of land being described as follows: All of Lots 4 and 4, containing 7,000 Square feet, 0.16 acres, more or less, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder;

WHEREAS, this property is no longer needed and surplus to the City of Shawnee; and

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

That the above-described property is hereby declared to be surplus and no longer needed for city purposes.

That City staff is hereby authorized to proceed with advertising for sealed bids for the sale of said property located at 504 South Kickapoo Avenue, also known as a strip, piece or parcel of land lying in Lots 3 and 4, Block 3, Inglewood Addition to the City of Shawnee, in Section 24, T10N, R3E in Pottawatomie County, Oklahoma, said parcel of land being described as follows: All of Lots 4 and 4, containing 7,000 Square feet, 0.16 acres, more or less, subject to existing zoning ordinances, rights-of-ways, encroachments that a survey may reveal and easements of record and less and except all oil, gas and minerals and oil, gas and mineral rights therein and thereunder. The City of Shawnee reserves the right to reject any and all bids. All funds received from sale of said property will be allocated to the City of Shawnee General Fund to be used for support of operation expenses.

PASSED AND APPROVED this ____ day of February, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

8.

Meeting Date: 02/07/2022

Donation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of the Donation of an Adaptive Kayak Launch.

Attachments

Donation



City Manager's Office

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

Date: February 7, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Acceptance of the Donation of an Adaptive Kayak Launch

Background: Over the past several years, the City of Shawnee's Twin Lakes have become a popular destination for kayak users. With an interest in opening this particular watersport to a wider audience, including those with mobility limitations and disabilities, the following seven community entities have partnered to raise \$51,300.48 to purchase and install an adaptive kayak launch:

- Avedis Foundation - \$20,902.08
- Shawnee Twin Lakes Assoc. - \$7,060.82
- First National Bank & Trust - \$2,500.00
- BancFirst - \$1,000.00
- Shawnee Community Foundation - \$12,837.58
- First United Bank - \$5,000.00
- Shawnee Water Sports, LLC - \$2,000.00

The purchased ADA-compliant dock has the following accessibility features built into its design and, thereby, allows the user to more easily enter and exit their watercraft:

- Gangways have a 36-inch high, continuous handrail along the perimeter, consistent with ADA requirements.
- The loading bench is 16 inches high, which was determined to be the ideal height for transfers from wheelchairs.
- The roll cage and handrails offer multiple gripping options to help individuals get into and out of their kayaks.
- The kayaks are supported by a partially submerged bracket system for maximum stabilization during the transfer.

The intent of the fundraising and subsequent purchase was to donate the launch to the City of Shawnee for public use at the City's Twin Lakes. Each of the seven community entities have requested that the City accept their donation.

Financial Impact: No immediate financial impact. Future year maintenance cost must be accounted for.

Attachment: Kayak Launch Donation Letters/Email.

Staff Recommendation: Acceptance of the Adaptive Kayak Launch Donation.

1/7/22

To: City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK 74801

Via email: Andrea.Weckmueller-Behringer@shawneeok.org

Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept this correspondence as the Avedis Foundation's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

The Avedis Foundation donated \$20,902.08 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. I further certify that I, the undersigned, have authority to make said donation on behalf of Shawnee Community Foundation.

Kathy Laster
Pres + CEO, Avedis Foundation

To: City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK, 7481

Via email: Andrea.Weckmueller-Behringer@shawneecok.org

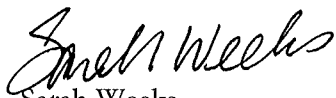
Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept the following correspondence as Shawnee Community Foundation's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

Shawnee Community Foundation donated \$12,837.58 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. As evidence of this donation, we have attached the minutes of our governing body authorizing the same.

Please email or call with any questions.

A handwritten signature in black ink, appearing to read "Sarah Weeks", written in a cursive style.

Sarah Weeks

Shawnee Community Foundation Chair

January 12, 2021

Shawnee Community Foundation meeting at Shawnee Forward

Present: Melot, Welch, Finley, Weeks & Akin

Melot called the meeting to order.

Welch presented the financials.

There was discussion of a request for grant funding for an ADA kayak ramp and launch pad at Shawnee Twin lakes. Funds would be used to match a larger grant being applied for. Akin made a motion to donate \$12,837.58 to the kayak ramp and launch pad project, Finley seconded, motion passed.

Melot reported that White and Stuart had resigned from the committee. There was discussion of potential new committee members.

Melot also resigned from the committee due to a conflict of interest as CEO of Shawnee Forward.

Weeks was elected as the new chairman, to begin at the next meeting.

Meeting was adjourned.

December 17, 2020

To: Chance Allison, City Manager
City of Shawnee

Please consider this the written confirmation of a commitment of a monetary pledge for the construction of an ADA kayak launch pad.

The donation is from the former Shawnee Twin Lakes Association and the amount of the pledge is \$7,060.34.

Sincerely,

A handwritten signature in black ink that reads "Annette Stuckey". The signature is written in a cursive style with a large, looping initial 'A'.

Annette Stuckey
Former Treasurer of Shawnee Twin Lakes Association

To: City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK 74801

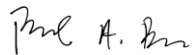
Via email: Andrea.Weckmueller-Behringer@shawneecok.org

Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept this correspondence as First United Bank's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

First United Bank donated \$5,000.00 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. I further certify that I, the undersigned, have authority to make said donation on behalf of First United Bank.



Paul A. Bass

Sr Vice President



To: City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK 74801

Via email: Andrea.Weckmueller-Behringer@shawneekok.org

Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept this correspondence as First National Bank & Trust's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

First National Bank & Trust donated \$2,500.00 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. I further certify that I, the undersigned, have authority to make said donation on behalf of First National Bank & Trust.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bryan D. Cain", is written over a horizontal line.

Bryan D. Cain
President/CEO

To: City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK 74801

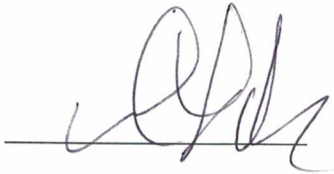
Via email: Andrea.Weckmueller-Behringer@shawneeok.org

Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept this correspondence as Shawnee Water Sports LLC's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

Shawnee Water Sports LLC donated \$2,000.00 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. I further certify that I, the undersigned, have authority to make said donation on behalf of Shawnee Water Sports LLC.

A handwritten signature in black ink, appearing to read 'Denoda Martin', is written over a horizontal line.

Denoda Martin

Shawnee Water Sports LLC



January 12, 2022

City of Shawnee
Attn: Andrea Weckmueller-Behringer, City Manager
16 West 9th Street
Shawnee, OK 74801

Via email: Andrea.Weckmueller-Behringer@shawneeok.org

Re: Adaptive Kayak Launch at Shawnee Twin Lakes

Ms. Weckmueller-Behringer:

Please accept this correspondence as BancFirst's formal request to donate the adaptive kayak launch presently located on Lake #2 of the Shawnee Twin Lakes ("Adaptive Kayak Launch") to the City of Shawnee.

BancFirst donated \$1,000.00 to procure and construct the Adaptive Kayak Launch with the intention of donating the Adaptive Kayak Launch to the City of Shawnee. I further certify that I, the undersigned, have authority to make said donation on behalf of BancFirst.

Best Regards,

Casey Bell
President

Regular Board of Commissioners**9.**

Meeting Date: 02/07/2022

Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Report from the Lake Advisory Committee.

Attachments

Memo

PowerPoint

Draft Ordinance



City Attorney

130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: February 7, 2022
To: City Commission
From: Lake Advisory Committee
Subject: Report of the Lake Advisory Committee

Background: In August 2021, the City Commission authorized the creation of a Lake Advisory Committee (“LAC” or “Committee”) to investigate and make recommendation regarding certain issues at the Shawnee Twin Lakes. Since appointment, the LAC has met five times:

- 8/30/2021
- 9/22/2021
- 10/20/2021
- 1/10/2022
- 1/17/2022

As a result of the meetings three core issues were identified by the LAC:

- Safety and Code Enforcement
- Commercial Development/Property Issues
- Facility Improvement/Recreation

Workgroups were formed to address the core issues identified, and those groups met between 10/20/2021 and 1/10/2022 to vet issues and generate solutions. Each workgroup presented their recommendations to the full LAC for discussion, finalization, and prioritization.

Workgroup Recommendations: The following is a summary of the workgroup recommendations:

Safety and Code Enforcement

1. **Lake Ranger.** Budget for and retain qualified personnel to oversee safety response and code enforcement at the Shawnee Twin Lakes. It is important that the Full-Time Employee (FTE) tasked with these duties have a consistent daily presence on land and in the water. The Lake Advisory Committee understands that FTEs come with cost, and therefore what is needed may not be feasible but would rank options for consideration as follows:

- a. 2 FTE's – 1 dedicated CLEET certified law enforcement officer; and 1 certified code enforcement officer.
 - b. 1 Contract code enforcement officer to serve for 6-months to 1-year to address backlog of issues, and 1 FTE that is dual licensed (CLEET and Code) to maintain compliance and provide daily presence.
 - c. 1 FTE that may not have certifications but will coordinate response to enforcement issues with existing City staff and maintain constant presence at the Shawnee Twin Lakes. Many city-owned lakes provide housing for such an FTE to reside at the Lake.
2. **Response Facilities.** Budget for and construct/remodel several facilities at the Shawnee Twin Lakes to house and assist law/code enforcement personnel and first responders. Facilities should include:
 - a. Dedicated dock for storage and efficient utilization of City-owned watercraft. This will serve to improve response time in emergency situations as well increase efficiency of staff time when conducting on-water inspection and/or when on patrol. Current system of trailering watercraft and storing is cumbersome.
 - b. Joint Sub-station for PD, Fire, EMS. This will serve to provide a base of operation and provide increased presence in the area. Opportunities exist to partner with the Citizen Potawatomi Nation, Pottawatomie County, and neighboring municipalities to construct and staff such a facility.¹
3. **Posting of Regulations.** Budget for and install signage for wayfinding and posting of regulations including but not limited to:
 - a. Location of boat ramps and recreation areas;
 - b. Lake rules and regulations at all points of entry;
 - c. List of permits and associated fees and instructions to obtain permits; and
 - d. Contact information for Lake personnel.

Commercial Development

1. **Lake Study/Strategic Master Plan.** Budget for, seek out, and engage qualified professional(s) to conduct a lake study that will assess the current state of the asset and make recommendations regarding deliberate development and conservation of the lakes. The study should result in a strategic master plan for the lake that aligns with the comprehensive plan for the City of Shawnee. Specific to commercial development, the study should address the following:
 - a. Need for commercial development and the ability to support;

¹ Safety and Code Enforcement workgroup had informal discussion with CPN official regarding a collaboration and it is believed that more formal conversations could be fruitful.

- b. Impact of commercial development on natural resources;
- c. Opportunities for Lake 2 (it is a blank canvas);
- d. Infrastructure needs for commercial development;
- e. Estimated costs (both financial and environmental); and
- f. Reasonable timeline.

2. **Immediate “Common-sense development”.** Pending the completion of the Lake Study, the City of Shawnee should make immediate changes to its Code of Ordinances to allow for limited commercial activity at the Shawnee Twin Lakes. This will require a complete study of existing ordinances to ensure the elimination of conflicts and clear guidelines for utilization. Generally, the Committee recommends the following:

- a. Limited commercial activity should include short-term (1-7 days) utilization of designated City-owned property by permit for approved commercial activities.
- b. Approved commercial activities should include food trucks, pop-up shops, non-motorized watercraft rental, owner/employee-operated boat charter services, recreational equipment rental.
- c. Limited commercial activity should not include the construction of any permanent structures or placement of modular or pre-constructed structures on or near the waters of the Shawnee Twin Lakes;
- d. Limited commercial activity will not include the lease or long-term (more than 7 days) utilization of any City-owned ground on or near the waters of the Shawnee Twin Lakes.
- e. In order to accommodate recommendations of the future Lake Master Plan, permits for limited commercial activity should be issued for a period less than 1 year.
- f. All permit applications will be subject to review and approval by City staff and will be issued only upon applicant’s acceptance of all permit policies and conditions. Violation of permit policies and/or conditions by the permit-holder will result in the revocation of said permit.
- g. Designated areas where permitted commercial activities can occur should be specifically identified and marked by City staff at the following locations:
 - i. Lake 1 boat ramp
 - ii. Lake 2 boat ramp
 - iii. Isaac Walton Park
 - iv. Glen Collins Park
 - v. Any other City-owned property identified by staff (excluding cabin site leases)

3. **Home-sharing (Airbnb, VRBO).** Some form of home-sharing should be allowed at the lake, and the guidelines need to be set forth with more clarity as soon as possible. Specifically, the Committee provides the following recommendations for home-sharing at the lake:

- a. Authorization should be by Conditional Use Permit (CUP) within the Lake Protection Zone (LPZ), which will allow for unique conditions to be imposed on each property based upon site specific factors (parking, number of guests, activities, etc....).

- b. Additional City permit should be required on an annual basis with a strike system that allows for the revocation or non-renewal of the permit for violations.
- c. Notice to cabin site leaseholders within 300 feet of any applicant for CUP and/or home-share permit.
- d. Permission for owner occupied home-share rentals should be generally allowed (including permitted accessory structures), but non-owner occupied applicants should be considered carefully. The LAC recommends that a Lake Ranger (as discussed herein) be in place prior before non-owner occupied home-sharing is allowed.

Facility Improvement/Recreation

1. **Roads.** Of particular note were the two culvert installations on Walker Road at the mouth of the watershed. These hamper emergency services and US Mail, as well as general accessibility. Additional concern included the culvert on Clear Pond west of 102. Numerous temporary repairs have been made – substantial repairs are needed. It is the school bus and mail route and creates limited access to Magnino Road. General maintenance is needed on all access roads including drainage, gravel and blacktop issues. Because of the ‘Island’ location of the lake, many roads are considered City/County roads and shared maintenance and coordination are strongly encouraged including a comprehensive strategy for maintenance responsibility.
2. **Parks.** For general info, the lake features two public parks – Glen Collins, near the equalization channel, and Isaac Walton, which is at the termination of Lake Road on the east side of the lake. One other park, while undesignated on Lake 2 provides a pavilion but is apparently not available for public use. General observations for each park are as follows:
 - a. Park Conclusion: A Lake Study should be commissioned to determine appropriate locations and use of existing parks before improvements are made. If the desire is to increase tourism on the lake, significant improvements are necessary to accommodate current needs including restroom/shower upgrades, RV services i.e.: water, sewage dump and 50-amp services, and picnic/camping amenities.
 - b. Isaac Walton: Good location for picnics, outdoor functions and RV’s. Location is poor for swimming beach due to erosion from the prevalent south wind. Roads, picnic tables, RV sites, restrooms and tree/weed maintenance are poor. Before additional infrastructure investment is made, location should be considered. With proximity to the only commercial endeavor on the lake (Lakeside Wedding Venue), consider leasing to private sector to develop quality RV park.
 - c. Glen Collins: Easily accessible location, for group functions and outdoor pavilion functions. Poor location for swimming beach due to south wind erosion. General condition is adequate but not up to community standards. Restroom facilities are not adequate. Parking is adequate.
 - d. The pavilion at Patterson Road: This location is accessible from Homer Lane (E/W 119th on Patterson Road). Consensus of opinion is that this is the best location for a public park to include swimming, pavilions for rental, picnic facilities and perhaps

camping and should be developed and expanded to accommodate such. Location lends itself to a permanent sand beach and water entry as well as a blank slate for design.

3. **Ramps, Docks, and Parking Areas.**

- a. Launch ramps need to be replaced the next time water is low enough to allow construction. The fence at spillway should also be replaced during this time to limit fish loss during high water. Action should be taken immediately to ensure funding is budgeted and available when environmental conditions are proper.
- b. Would like to see addition of shower facilities to compete with other area lakes.
- c. Parking needs better lighting and striping.
- d. Addition of limited number of slips attached to the docks would be convenient for boaters during launch as well as passenger pick-up.
- e. Restrooms and shower facilities needed at Lake 2.
- f. Adaptive Kayak Launch should be removed and stored pending the completion of a Lake Study and re-installed pursuant to recommendations thereof.

4. **General.**

- a. Lake permits should return to 'sticker' form to be displayed clearly on the boat. This is easily accomplished by mailing a sticker to an online purchaser. This process would reduce police need to check each boat for permits.
- b. Lake 2 is under-utilized. Consider expanding recreational use to include jet skis, kayak, canoes, walking trails, swimming beach, public beach access for boaters to utilize.

Lake Advisory Committee Recommendations: Upon review and discussion of the workgroup recommendations, the full LAC respectfully offer the following recommendations to the City Commission:

1. **General.** The Lake Advisory Committee would first like to thank the City Commission for the opportunity to research and collaborate on this important project. The issues facing the Shawnee Twin Lakes are significant, but so are the opportunities. A detailed survey left the LAC with an acute understanding that the issues to be addressed developed over decades and will not be fixed overnight. The Committee has attempted to formulate common-sense recommendations that balance the City's need to maintain current assets, improve and expand amenities, and protect our natural resources. To that end, the LAC has broken down our recommendations into two categories as follows:
 - a. **Long-term action items** – recommendations that require significant data gathering and/or professional input to develop, create, and implement a strategic master plan. The development of the strategic master plan and implementation thereof is likely to bear significant expense and take longer to accomplish.

- b. **Immediate action items** – recommendations that can and should be implemented immediately to address needed modernization, an imminent problem, preservation/protection of assets, or deferred maintenance. These items bear cost but are either relatively inexpensive and/or are unlikely to be modified by a strategic master plan.

2. Long-term action items:

- a. Lake Study/Strategic Master Plan – This item came up throughout Committee and workgroup discussions. The LAC recommends that the City Commission develop an RFQ for a comprehensive lake study that will produce a strategic master plan for the Shawnee Twin Lakes. The strategic master plan should address recommendations for protection of natural resources, location and scope of residential, recreation, and commercial areas, as well a project prioritization, cost estimates, and timeline for implementation. Once complete, the LAC recommends the following items be addressed consistent with the strategic master plan:
 - i. location of the adaptive kayak launch
 - ii. location of long-term commercial activity (if any)
 - iii. infrastructure needs
 - iv. location and substantial improvements to City facilities
 - v. disposition of cabin-site leases (continue lease model or sell to leaseholders)
 - vi. Lake 2 development
 - vii. long-term road maintenance

3. Immediate Action Items:

- a. Lake Ranger/Active enforcement of codes (please see explanation above)
- b. Dedicated dock for emergency response/patrol boat(s)
- c. Signage (wayfinding and regulations)
- d. Modernization of lake ordinances (see attached draft ordinance)
- e. Infrastructure
 - i. Existing facility maintenance and upkeep improvements
 - ii. Spillway fencing repair
 - iii. Boat launch repair
 - iv. Short-term road maintenance
- f. Allow limited commercial activity in designated areas (see attached draft ordinance)
- g. Home sharing regulations/clarifications

Attachment: Presentation, Ordinance (For review only - not for consideration at this time.)

Staff Recommendation: Approval of the item.



Lake Advisory Committee Report

Joe Vorndran, City Attorney

Meetings to Date

- **8/30/2021 – Initial Meeting**
- **9/22/2021 – Lake Tour**
- **10/20/2021 – Workgroup Meeting**
- **1/10/2022 – Review Recommendations**
- **1/17/2022 – Finalize Recommendations**

Workgroups

- **Safety & Code Enforcement**
- **Commercial Development/Property Issues**
- **Facility Improvement/Recreation**

Timeline Moving Forward

- 2/7/2022 – Presentation of written report and recommendations to City Commission at regular business meeting
- 2/7/2022 – 2/17/2022 – Incorporate Commission comments and recommendations
- 2/22/2022 – Commission action on Lake items



Workgroup Recommendations

Safety and Code Enforcement

1. Lake Ranger
2. Emergency Response Facilities
3. Posting of Regulations

Lake Ranger

Budget for and retain qualified personnel to oversee safety response and code enforcement at the Shawnee Twin Lakes. It is important that the Full-Time Employee (FTE) tasked with these duties have a consistent daily presence on land and in the water. The Lake Advisory Committee understands that FTEs come with cost, and therefore what is needed may not be feasible but would rank options for consideration as follows:

Lake Ranger

- 2 FTE's – 1 dedicated CLEET certified law enforcement officer, and 1 certified code enforcement officer.
- 1 Contract code enforcement officer to serve for 6-months to 1-year to address backlog of issues, and 1 FTE that is dual licensed (CLEET and Code) to maintain compliance and provide daily presence.
- 1 FTE that may not have certifications but will coordinate response to enforcement issues with existing City staff and maintain constant presence at the Shawnee Twin Lakes. Many municipally-owned lakes provide housing for such an FTE to reside at the Lake.

Emergency Response Facilities

Budget for and construct/remodel several facilities at the Shawnee Twin Lakes to house and assist law/code enforcement personnel and first responders. Facilities should include:

- Dedicated dock for storage and efficient utilization of City owned watercraft. This will serve to improve response time in emergency situations as well increase efficiency of staff time when conducting on water inspection and/or when on patrol. Current system of trailering watercraft and storing is cumbersome.
- Joint Sub-station for PD, Fire, EMS. This will serve to provide a base of operation and provide increased presence in the area. Opportunities exist to partner with the Citizen Potawatomi Nation, Pottawatomie County, and neighboring municipalities to construct and staff such a facility.

Posting of Regulations/Wayfinding

Budget for and install signage for wayfinding and posting of regulations including but not limited to:

- Location of boat ramps and recreation areas;
- Lake rules and regulations at all points of entry;
- List of permits and associated fees and instructions to obtain permits; and
- Contact information for Lake personnel.

Commercial Activity/Development

1.Lake Study

2.Immediate “Common-sense” Development

3.Home Sharing (Airbnb, VRBO)

Lake Study

Budget for, seek out, and engage qualified professional(s) to conduct a lake study that will assess the current state of the asset and make recommendations regarding deliberate development and the conservation of the lakes. The study should result in a strategic master plan for the lake that aligns with the comprehensive plan for the City of Shawnee. Specific to commercial development, the study should address the following:

- Need for commercial development and the ability to support;
- Impact of commercial development on natural resources;
- Opportunities for Lake #2 (it is a blank canvas);
- Infrastructure needs for commercial development;
- Estimated costs (both financial and environmental); and
- Reasonable timeline.

Immediate “Common-sense” Development

Pending the completion of the Lake Study, the City of Shawnee should make immediate changes to its Code of Ordinances to allow for limited commercial activity at the Shawnee Twin Lakes. This will require a complete study of existing ordinances to ensure the elimination of conflicts and clear guidelines for utilization. Generally, the Committee recommends the following:

- Limited commercial activity should include short-term (1-7 days) utilization of designated City-owned property by permit for approved commercial activities.
- Approved commercial activities should include food trucks, pop-up shops, non-motorized watercraft rental, owner/employee operated boat charter services, recreational equipment rental.
- Limited commercial activity should not include the construction of any permanent structures or placement of modular or pre-constructed structures on or near the waters of the Shawnee Twin Lakes.

Immediate “Common-sense” Development

- Limited commercial activity will not include the lease or long-term (more than 7 days) utilization of any City-owned ground on or near the waters of the Shawnee Twin Lakes.
- In order to accommodate recommendations of the future Lake Master Plan, permits for limited commercial activity should be issued for a period less than 1 year.
- All permit applications will be subject to review and approval by City staff and will be issued only upon applicant’s acceptance of all permit policies and conditions. Violation of permit policies and/or conditions by the permit-holder will result in the revocation of said permit.
- Designated areas where permitted commercial activities can occur should be specifically identified and marked by City staff at the following locations:
 - Lake 1 boat ramp
 - Lake 2 boat ramp
 - Isaac Walton Park
 - Glen Collins Park
 - Any other City-owned property identified by staff (excluding cabin site leases)

Home-sharing (Airbnb, VRBO)

Some form of home-sharing should be allowed at the lake, and the guidelines need to be set forth with more clarity as soon as possible. Specifically, the Committee provides the following recommendations for home-sharing at the lake:

- Authorization should be by Conditional Use Permit (CUP) within the Lake Protection Zone (LPZ), which will allow for unique conditions to be imposed on each property based upon site specific factors (parking, number of guests, activities, etc...).
- Additional City permit should be required on an annual basis with a strike system that allows for the revocation or non-renewal of the permit for violations.
- Notice to cabin site leaseholders within 300 feet of any applicant for CUP and/or home-share permit.
- Permission for owner occupied home-share rentals should be generally allowed (including permitted accessory structures), but non-owner occupied applicants should be considered carefully. The LAC recommends that a Lake Ranger (as discussed herein) be in place prior to non-owner occupied home-sharing being allowed.

Facility Improvement/Recreation

1.Roads

2.Parks

3.Ramps, Docks, and Parking Areas

4.General

Roads

Of particular note were the two culvert installations on Walker Road at the mouth of the watershed. These hamper emergency services and US Mail, as well as general accessibility. Additional concern included the culvert on Clear Pond west of 102. Numerous temporary repairs have been made – substantial repairs are needed. It is the school bus and mail route and creates limited access to Magnino Road. General maintenance is needed on all access roads including drainage issues, gravel and blacktop. Because of the 'Island' location of the lake, many roads are considered City/County roads and shared maintenance and coordination are strongly encouraged including a comprehensive strategy for maintenance responsibility.

Parks

For general info, the lake features two public parks – Glen Collins, near the equalization channel, and Isaac Walton which is at the termination of Lake Road on the east side of the lake. One other park, while undesignated on lake number 2 provides a pavilion but is apparently not available for public use. General observations for each park as follows:

- Park Conclusion: A Lake Study should be commissioned to determine appropriate locations and use of existing parks before improvements are made. If the desire is to increase tourism on the lake, significant improvements are necessary to accommodate current needs including restroom/shower upgrades, RV services i.e.: water, sewage dump and 50-amp services, and picnic/camping amenities.

Parks

- Isaac Walton: Good location for picnics outdoor functions and RV's. Location is poor for swimming beach due to erosion from the prevalent south wind. Roads, picnic tables, RV sites, restrooms and tree/weed maintenance are poor. Before additional infrastructure investment is made, location should be considered. With proximity to the only commercial endeavor on the lake (Lakeside Wedding Venue) Consider leasing to private sector to develop quality RV park.
- Glen Collins: Easily accessible location, for group functions and outdoor pavilion functions. Poor location for swimming beach due to south wind erosion. General condition is adequate but not up to community standards. Restroom facilities are not adequate. Parking is adequate.
- The pavilion at Patterson Road: This location is accessible from Homer Lane (E/W 119th on Patterson Road) Consensus of opinion is this is the best location for a public park to include swimming, pavilions for rental, picnic facilities and perhaps camping and should be developed and expanded to accommodate such. Location lends to a permanent sand beach and water entry as well as a blank slate for design.

Ramps, Docks, and Parking Areas

- Launch ramps need to be replaced the next time water is low enough to allow construction (also fence at spillway should be replaced during this time to limit fish loss during high water). Action should be taken immediately to ensure funding is budgeted and available when environmental conditions are proper.
- Would like to see addition of shower facilities to compete with other area lakes.
- Parking needs better lighting and striping.
- Addition of limited number of slips attached to the docks would be convenient for boaters during launch as well as picking up passengers.
- Restrooms and shower facilities needed at Lake 2.

Adaptive Kayak Launch

- A: Boat Ramp #1
- B: Glenn Collins Memorial Park
- C: No. 2 Lake Park
- D: Boat Ramp #2



Adaptive Kayak Launch

The LAC unanimously found value in the Adaptive Kayak launch and thoroughly vetted each option. Ultimately, the Committee came to the difficult decision that we do not have enough information to support a proposal at this time. The LAC is therefore recommending that the Adaptive Kayak Launch be removed and stored pending the completion of a Lake Study and re-installed pursuant to the recommendations thereof.



General

- Lake permits should return to 'sticker' form to be displayed clearly on the boat. This is easily accomplished by mailing a sticker to an online purchaser. This process would reduce police need to check each boat for permits.
- Lake 2 is under-utilized. Consider expanding to include jet skis, kayak, canoes, walking trails, swimming beach, public beach access for boaters to utilize.

Conclusion

- **Long-term action items** – recommendations that require significant data gathering and/or professional input to develop and create a strategic master plan in order to implement. The development of the strategic master plan and implementation thereof is likely to bear significant expense and take longer to accomplish.
- **Immediate action items** – recommendations that can and should be implemented immediately to address needed modernization, an imminent problem, preservation/protection of assets, or deferred maintenance. These items bear cost but are relatively inexpensive and/or are unlikely to be modified by a strategic master plan.

Long-term Action Items

Lake Study/Strategic Master Plan – This item came up throughout Committee and workgroup discussions. The LAC recommends that the City Commission develop an RFQ for a comprehensive lake study that will produce a strategic master plan for the Shawnee Twin Lakes. The strategic master plan should address recommendations for protection of natural resources, location and scope of residential, recreation, and commercial areas, as well as project prioritization, cost estimates, and timeline for implementation. Once complete, the LAC recommends the following items be addressed consistent with the strategic master plan:

Long-term Action Items

- location of the adaptive kayak launch
- location of long-term commercial activity (if any)
- infrastructure needs
- location and substantial improvements to City facilities
- disposition of cabin-site leases (continue lease model or sell to leaseholders)
- Lake 2 development
- long-term road maintenance

Immediate Action Items

- Lake Ranger/Active enforcement of codes
- Dedicated dock for emergency response/patrol boat(s)
- Signage (wayfinding and regulations)
- Modernization of lake ordinances
- Infrastructure
 - Existing facility maintenance and upkeep improvements
 - Spillway fencing repair
 - Boat launch repair
 - Short-term road maintenance
- Allow limited commercial activity in designated areas
- Home sharing regulations/clarifications

THANK YOU



ORDINANCE NO. _____

AN ORDINANCE RELATING TO SHAWNEE LAKE ORDINANCES; AMENDING AND PROVIDING FOR REPEALER OF VARIOUS SECTIONS OF ARTICLE II OF CHAPTER 16 OF THE CODE OF THE CITY OF SHAWNEE, OKLAHOMA AND CREATING DIVISION 9 OF ARTICLE II OF CHAPTER 16 OF THE CODE OF THE CITY OF SHAWNEE OK; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND DECLARING AN EMERGENCY.

WHEREAS, from time to time the City Commission finds it necessary to review and modify ordinances to align them with the goals and interests of the citizens; and

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, and for the efficient operations of municipal governance.

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

SECTION 1. AMENDATORY AND REPEALER. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Sections 16-28(c), 16-56, 16-57(b), 16-86(2)(4)(8)(9), 16-117(a), 16-118(a), 16-12(b), 16-151(a)-(c), 16-153, 16-154, 16-182, 16-185, 16-216(b)(g), 16-218(a)(f), 16-222(b)(1), 16-224(b)(2), 16-225, 16-253(a), 16-289(6)-(7), 16-321 and 16-326 are hereby amended or repealed to read as follows:

§ 16-28. City Employees:

(c) Any City Employee of McLoud, Oklahoma, as long as their employment is current, may fish, hunt, boat, and camp at Wes Watkins Lakes at no charge.

§ 16-56. Depositing items in lakes:

(a) No glass containers shall be permitted on the swimming beaches, in the swimming areas, in park and picnic areas, or camping areas of Twin Lakes Nos. 1 and 2.

(b) The police department or its designee shall be the primary enforcing agency of all ordinances, rules and regulations relating to Shawnee Twin Lakes Nos. 1 and 2. The police department, police officers shall have full power and authority to enforce such ordinances, rules and regulations, with full power of arrest.

§ 16-58. Collection and disposal of refuse:

(b) The city or its agents and servants shall cause garbage containers to be placed in all picnic grounds used by the public, and all persons using such picnic grounds shall place all garbage and refuse in such containers.

§ 16-86. Swimming and wading:

(2) Swimming will also be permitted by a lessee and their guests immediately in front of the lot leased not more than 100 feet from the shore.

....

(4) Swimming or entering the water from a watercraft will be permitted so long as the swimmer remains within 25 feet of the watercraft.

....

(8) All children 12 years and younger must be accompanied by a parent or an adult at least 18 years of age before entering the swimming area and must wear a regulation life preserver when in water.

....

(9) No animals will be allowed on the swimming beaches, in the swimming areas or in other waters of Shawnee Twin Lakes. No person shall permit any dog to be at large, except as permitted by section 16-152(d).

§ 16-117. City License:

(a) Annual and daily fees. No person shall fish in the water of Shawnee Twin Lakes Nos. 1 and 2 without first obtaining a license to fish in the waters of the lakes, upon application to the person as may be designated by the city manager to issue the license and upon the payment of an annual license fee. A portion of the license fees may be kept by retail outlets other than the City for handling and processing the sales of such licenses, as allowed by the city manager. The amounts of the fees and the portion to be retained by retail outlets shall be set from time to time by resolution of the mayor and city commissioners. No person shall go upon such lakes or upon the land owned by the City surrounding the lakes for the purpose of fishing without first having obtained a license to fish.

§ 16-118. Kind of fish taken:

(a) State fishing regulations apply for kind, size, and limits on Shawnee Twin Lakes Nos. 1 and 2.

§ 16-121. Fishing in connecting channel: (b) Repealed.

§ 16-151. Game refuge established:

(a) A game refuge is established on and around Shawnee Twin Lake No. 2, and the hunting and shooting of animals, fowl or birds or the discharge or shooting of any firearm, long bow, bow, arrow, crossbow, pistol, rifle or shotgun upon the lakes or upon such land surrounding the lakes which is owned by the City is prohibited, except as provided in this article.

(b) The hunting and shooting of migratory waterfowl, including ducks and geese, shall be permitted upon Shawnee Twin Lake No. 2 and upon the City property surrounding the lakes by those persons first obtaining a city permit. However, nothing contained in this subsection shall prohibit the city from designating areas as archery, pistol and rifle ranges and authorizing the use of firearms and archery equipment thereon.

(c) The use of any motor-driven vehicle in the game refuge at Shawnee Twin Lake No. 2 is prohibited without receiving the permission of the lake ranger prior to the use of the vehicle. Violation of this subsection is punishable by a fine in amount as described by the city fee schedule.

§ 16-152. Prohibitions and Restrictions:

(a) The holder of a hunting license issued under this division shall have the privilege, upon Shawnee Twin Lake No. 2 and the land surround the lakes of hunting for and shooting ducks, geese and other waterfowl in such places and at such times as the city commission shall from time to time direct. Such areas of such waters or the lands surrounding the lakes as may at any time be restricted against hunting or shooting shall be designated by signs thereon or adjacent thereto.

(b) Federal and state hunting regulations apply for means, kind, and limits for hunting ducks, geese, and other waterfowl on Shawnee Twin Lake No. 2.

(c) Repealed.

§ 16-153. Doves, quail, squirrels and rabbits: Repealed.

§ 16-154. Frogs:

State fishing regulations apply for means and limits for taking bullfrogs on Shawnee Twin Lakes Nos. 1 and 2.

§ 16-182. Residents 65 years of age:

(a) Except as provided in this section, all bona fide residents of the state who have attained the age of 65 years shall be required to apply for a permit under this subdivision from the City to hunt in Twin Lakes Nos. 1 and 2 with all fees waived.

(b) Any such person shall make application to the city clerk for a permanent license to hunt in the lakes, and, upon furnishing to the city clerk written evidence of being over 65 years of age, shall be granted a permanent license to hunt in the lakes.

§ 16-185. Expiration of daily licenses: Repealed.

§ 16-216. Operations generally:

(b) No person under the age of 16 years shall row, sail, kayak or operate any watercraft upon such lakes, unless accompanied by a person of the age of 18 or over in their own watercraft in direct supervision thereof.

(g) Repealed.

§ 16-218. Sizes and types:

(a) No Motorized Personal Watercraft shall be operated or permitted to be used upon Twin Lakes Nos. 1 and 2 in excess of eight feet wide and 30 feet in length, nor under 40 inches wide and 12 feet in length. All Watercraft that is not a Motorized Personal Watercraft, including but not limited to kayaks, canoes, and paddleboats, shall not be subject to size imitations and are permitted. All watercraft shall be subject to inspection by law enforcement officers or any other person designated by the chief of police.

(d) No Motorized Personal Watercraft on Twin Lakes Nos. 1 and 2 shall pass, with the motor in operation, by where any person is fishing at a speed greater than leaving a visible wake, nor shall motorboats be operated in any part of the lakes that may be set apart and reserved therefrom, from time to time, by order of the police department. Such restricted areas shall be designated by notice posted thereon or adjacent thereto.

(f) Repealed.

§ 16-222. Operations or control of vessel under influence of alcohol or other intoxicating substance:

(a) It shall be unlawful for any person to operate or be in actual physical control of a vessel upon the waters of Twin Lakes Nos. 1 and 2 and of the city, except privately owned waters, who:

(1) Has a blood or breath alcohol concentration of 0.08 or more at the time of a test of the person's blood or breath;

§ 16-224. Water skiing:

(b)(2) Any person taking part in water skiing, in any manner, waive all rights or claims for damages or injuries sustained or claimed to be sustained, against the city or against any city commissioner, city official or city employee, either elected or appointed.

§ 16-225. Personal watercraft, jet skis, ski bikes and similar devices:

In addition to those rules and regulations established by this division and state law concerning the operation of Watercraft on the waters of the Shawnee Twin Lakes No. 1, operators of Motorized Personal Watercraft shall be subject to the following restrictions:

(1) All Motorized Personal Watercraft, jet skis, ski bikes or similar devices must be registered with the state and licensed by the city. All operators of such devices must wear United States Coast Guard approved life preservers at all times, and operators of such equipment must conform to the water rules, regulations and safety laws as apply to the operation of Watercraft in the Shawnee Twin Lakes No. 1.

(2) A person may not operate a Motorized Personal Watercraft, jet ski or similar device on the waters of the Shawnee Twin Lakes No. 1, except in those areas specifically restricted for such use. Motorized Personal Watercraft are not permitted on Shawnee Twin Lakes No. 2.

(3) A person may not operate or give permission to operate any Motorized Personal Watercraft in a reckless, negligent or careless manner so as to endanger life, limb or property of any person, including the operator of such Motorized Personal Watercraft.

(4) A person may not operate or give permission to operate any Motorized Personal Watercraft without a U.S. Coast Guard approved lifesaving device (PFD) of the proper size and type, either a type I, II, III or V, preferably a type III with an impact rating of at least 35 miles per hour, which shall be worn while such craft is in operation.

(5) A person may not operate or give permission to operate a Motorized Personal Watercraft within 150 feet of any person, other Watercraft, dock, buoy, bridge or any other prohibitive structure at a speed greater than idle or slow steerageway speed.

(6) A person may not operate a Motorized Personal Watercraft on the waters of the Shawnee Twin Lakes No. 1, unless it is equipped with a self-deactivating device or a lanyard-type engine cutoff switch.

(7) A person may not operate a Motorized Personal Watercraft equipped by the manufacturer with a lanyard-type engine cutoff switch, unless the lanyard is operational and attached to the operator, operator's clothing or a personal flotation device worn by the operator.

(8) A person may not operate or give permission to operate a Motorized Personal Watercraft equipped by the manufacturer with a self-deactivating device if the self-activating device or engine throttle has been altered in any way that would prohibit the self-deactivating device from operating in its intended manner.

(9) A person may not operate or give permission to operate a Motorized Personal Watercraft between one-half hour after sunset and sunrise. For the purpose of this subsection, times of sunrise and sunset for a given day shall be the same as those officially designated by the national weather service.

(10) Motorized Personal Watercraft, jet skis, ski bikes or similar devices operated in areas designated "no wake" shall not exceed five miles per hour.

(11) No Motorized Personal Watercraft will exceed 20 miles per hour in areas outside the designated ski area.

§ 16-251. Required:

No person shall operate any Watercraft in or upon any of the waters of Twin Lakes Nos. 1 and 2 or any tributary or arm thereof without first obtaining required licensing and/or permitting from the state and city and then only in conformity with this division. Where applicable, such license and/or permit shall be prominently displayed on the Watercraft, including but not limited to placement of stickers affixed to the outside of the Watercraft.

§ 16-253. Fees; special licenses:

(a) Any person qualified to operate a Watercraft may obtain a license for the use of a Motorized Watercraft on Shawnee Twin Lakes Nos. 1 and 2, upon application to any person as may be designated by the city manager to issue the license and upon the payment in an amount as described in the city fee schedule for an annual license.

§ 16-289. Prohibitions: The following are prohibited in the designated camping area at Twin Lakes Nos. 1 and 2:

- (6) Hunting
- (7) Repealed.

§ 16-321. Rental fee; renewal of lease

There is established an initial annual lease fee in an amount as described in the city fee schedule for the year 2010, for each cabin lot at Shawnee Twin Lakes No. 1 leased by the city. All persons entering into or renewing cabin lot leases after the effective date of this section shall comply with all applicable city rules and regulations and all terms of the cabin lot lease and shall pay the applicable rate at time of lease renewal or lease transfer. Cabin lot lease fees shall increase annually on the anniversary of each cabin lot lease at a rate of two percent per year, rounded up to

the nearest whole dollar, in accordance with the published cabin lot lease schedule. Such cabin lot leases shall be for a term of 30 years. The lessee shall have the right and option to renew such lease for an additional 30-year period, under the terms and conditions set forth in this Code and said lease, provided that the city retains the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved. There is no limit to the number of times a lease can be renewed.

§ 16-326. Cancellation of lease:

The Planning Director shall upon a showing of intentional disregard for the terms of the lease and this division or other city ordinance pertaining to the lake, cancel the city lease upon 30 days' notice to the lessee by mailing a copy of such notice to the lessee at his last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of in an amount as described in the city fee schedule in exchange for a release of liability from the remaining term. The lessee whose lease was cancelled may appeal the decision within 10 days of the Planning Director's decision to the City Commission, who shall hear the appeal de novo.

SECTION 2. CREATION. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Section 16-1 is hereby created to read as follows:

§ 16-1. Definitions:

Watercraft means any vessel used or capable of being used as a means of transportation on water including but not limited to: powerboats, cruisers, houseboats, sailboats, rowboats, canoes, kayaks, jet skis, wave runners, paddleboats, and any other such equipment. The term, Watercraft, is specifically inclusive of all Motorized Personal Watercraft, as defined below.

Motorized Personal Watercraft means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel, or a vessel which is similar in appearance and operation to a personal watercraft but which is powered by an outboard or propeller driven motor, or a vessel less than sixteen (16) feet in length which travels across the water above or on a cushion of air provided by its engines or propellers.

Water skiing means the act of plaining over water while being towed by a Watercraft or plaining on the wake from a Watercraft.

Towable means any item capable of being pulled or propelled by a Watercraft or the wake of a Watercraft which is able to be ridden by an individual or group of individuals.

SECTION 3. CREATION. That Article II of Chapter 16 of the Code of the City of Shawnee, Oklahoma, Division 9, Section 16-400 through 16-425 is hereby created to read as follows:

CHAPTER 16

LAKES

DIVISION 9 – COMMERCIAL ACTIVITY

§ 16-400. Scope;

Except as otherwise provided in this Code, the provisions of this Division apply to the waters of the Shawnee Twin Lakes, including Shawnee Twin Lakes Nos. 1 and 2, and the lands near and along the Shawnee Twin Lakes located within the territorial boundaries of the City of Shawnee, Oklahoma.

§ 16-401. Intent and purpose;

The intent and purpose of this Division is:

- (a) to manage the cultural, natural and developed resources of the lands and waters of the Shawnee Twin Lakes in the public interest of providing safe, healthy and responsible recreational and commercial opportunities while protecting and enhancing these resources;
- (b) to provide quality recreational experience ensuring that both human resources and natural resources are protected and sustained for the enjoyment of future generations; and
- (c) to protect public health, safety and welfare.

§ 16-402. Limited commercial use;

Commercial use of City-owned property within the Lake Protection Zone is permitted in a limited capacity as described further herein.

§ 16-403. Permit required;

Any individual or entity who seeks to utilize City-owned property within the Lake Protection Zone for commercial use is required to apply for and receive a permit through the city manager or their designee prior to the commencement of any and all commercial activities. All permit applications will be subject to review and approval by the city manager or their designee and will be issued only upon applicant's acceptance of all permit policies and conditions. Violation of permit policies and/or conditions by the permit-holder will result in the revocation of said Permit.

§ 16-404. Temporary nature;

Commercial activity authorized by this article shall be limited in duration not to exceed seven (7) consecutive days.

§ 16-405. Uses;

The following commercial activities are hereby authorized, subject to a valid permit issued by the City of Shawnee pursuant to §16-403 hereof;

- a) Food trucks;
- b) Pop-up shops;
- c) Owner/employee operated boat charter services;
- d) Recreational equipment rental;
- e) Watercraft rental (specifically all Watercraft except Motorized Personal Watercraft)

§ 16-406. No permanent structures;

Commercial activity shall not include the construction of any permanent structures or placement of modular or pre-constructed structures on or near the waters of the Shawnee Twin Lakes.

§ 16-407. Designated areas;

Designated areas where permitted commercial activities can occur shall be specifically identified and marked by the City and may include locations at;

- a) Lake 1 Boat Ramp
- b) Lake 2 Boat Ramp
- c) Isaac Walton Park
- d) Glen Collins Park
- e) Any other City-owned property identified by the city manager or their designee, but specifically excluding all Cabin Site Lake Lot Lease sites.

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.

SECTION 8: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2022

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately 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

Regular Board of Commissioners

10.

Meeting Date: 02/07/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:

Attachments

Memo



Finance

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

Date: February 7, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments to move construction inspection position to General Fund department and reduce appropriations for Cemetery Mausoleum.

Background: Staff has moved its Construction Inspector position from Shawnee Municipal Authority Fund (Fund 501) to General Fund (Fund 001), which will require commission approval of moving appropriations between funds. Staff has also noted that, due to delays associated with acquiring ownership of the Cemetery Mausoleum, the appropriations for capital outlay with the Cemetery Mausoleum should be reduced. The amounts for the movement of appropriated funds are as follows:

- \$35,637.97 – Construction Inspector position – To further the effectiveness of city inspections, the Construction Inspector position has been moved from SMA Administration Dept. (Fund 501) to Code Enforcement, Inspections, and Permitting Dept. (Fund 001).
- \$(400,000) – Cemetery Mausoleum capital outlay – reduction of appropriated funds (approved on the 12/20/21 meeting).

Financial Impact: Reduction in appropriated funds, see budget amendment attached.

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners

10. a.

Meeting Date: 02/07/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To reduce budget appropriations for Cemetery Mausoleum.

Attachments

Budget Amendment

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0950-54200			CAPITAL OUTLAY-BLDGS & IMPRV	400,000.00	(400,000.00)	-
					-	-	-
					400,000.00	(400,000.00)	-

Approved by the City Commission this

Explanation of Budget Amendment:
To reduce budget appropriations for Cemetery
Mausoleum

Approved:

Mayor _____

Attest:

City Clerk

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

Regular Board of Commissioners

10. b.

Meeting Date: 02/07/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To move full-time employee position amount from Fund 501 (Shawnee Municipal Authority) to Fund 001 due to new department position arrangement.

Attachments

Budget Amendment

City of Shawnee
2021-2022 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
001	49100			TRANSFER FROM SMA	4,560,000.00	35,637.97	4,595,637.97
				Total	4,560,000.00	35,637.97	4,595,637.97

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0510-51010			REGULAR SALARIES	301,995.73	2,404.00	304,399.73
001	5-0510-51110			SOCIAL SECURITY	18,093.64	149.06	18,242.70
001	5-0510-51120			MEDICARE	4,279.34	34.88	4,314.22
001	5-0510-51140			LIFE INSURANCE	588.25	3.11	591.36
001	5-0510-51150			OMRF	24,717.47	72.15	24,789.62
001	5-0810-51010			REGULAR SALARIES	164,221.61	6,250.40	170,472.01
001	5-0810-51110			SOCIAL SECURITY	11,715.48	394.96	12,110.44
001	5-0810-51120			MEDICARE	2,739.91	92.36	2,832.27
001	5-0810-51140			LIFE INSURANCE	296.40	15.62	312.02
001	5-0810-51150			OMRF	13,088.75	191.10	13,279.85
001	5-0810-51500			OTHER BENEFITS	720.00	120.00	840.00
001	5-0520-51010			REGULAR SALARIES	160,066.00	23,078.40	183,144.40
001	5-0520-51110			SOCIAL SECURITY	10,042.45	1,430.88	11,473.33
001	5-0520-51120			MEDICARE	2,317.81	334.68	2,652.49
001	5-0520-51140			LIFE INSURANCE	449.15	73.97	523.12
001	5-0520-51150			OMRF	15,565.12	692.40	16,257.52
001	5-0520-51500			OTHER BENEFITS	3,780.00	300.00	4,080.00
					-	-	-
					734,677.11	35,637.97	770,315.08

Approved by the City Commission this

Explanation of Budget Amendment:
To move FTE position budget amount from Fund 501
to Fund 001 due to new department position
arrangement

Approved:

Mayor _____

Attest: _____

City Clerk _____

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