

AGENDA
BOARD OF CITY COMMISSIONERS
January 17, 2023 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. Presentation by the Oklahoma Law Enforcement Accreditation Commission (OLEAC) Chairman Kevin McCullough to recognize the accomplishments of the Shawnee Police Department.

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

3. Consider approval of Consent Agenda:

a. Minutes from the December 19, 2022 regular meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the October 5, 2022, November 2, 2022, and December 7, 2022 regular meetings
- License Payment Report for December 2022
- Project Payment Report for December 2022

c. Mayor's Appointments:

Shawnee Urban Renewal Authority

Glenda Pierce 1st Full Term Expires: February 2, 2026
Replaces Abby Flood – Resigned (Effective February 2, 2023)

Carol Valentine 1st Full Term Expires: February 2, 2026
Replaces Candida Hurley – Resigned

4. Presentation of the Pet of the Week by Animal Control.

5. Presentation by OG&E regarding vegetation.
6. Consideration of an Agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Engineering Services.
7. Consideration of Task Order Number One in accordance with the agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Water System Improvements behind Lowe's.
8. Consideration of a contract between Central Oklahoma Community Action Agency and the City of Shawnee Community Development Block Grant program for administration of Transitional Housing for property owned by the Shawnee Urban Renewal Authority.
9. Consideration of an agreement with Emergency Services Consulting International for an operational review of the Shawnee Fire Department.
10. Acknowledge the Official Certificate of Votes from the January 10, 2023 special election relating to a one half of one percent (0.5%) excise tax (sales tax).
11. Public hearing and consideration of an ordinance to rezone property located on Transportation Parkway, containing approximately 5 acres, from C-3 (Automotive Commercial District) with a PUD (Planned Unit Development) to R-3 (Multifamily Residential District). Case No. RZ01-23, Applicant: Nelmon Brauning.
12. Consideration of a Preliminary Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. PPL01-23, Applicant: Brady Ali Properties, LLC.
13. Consideration of a Final Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. FPL01-23, Applicant: Brady Ali Properties, LLC.
14. Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund an agreement for Fire Department Operational Review with sales tax revenues exceeding budget estimates.
15. Acknowledge monthly Sales Tax Report.
16. Administrative Reports:
 - a. 2018 Half-cent Sales Tax Update – Lindsey McNabb-Fox, Finance Director
 - b. Community Engagement and Strategic Plan – Andrea Weckmueller-Behringer, City Manager
 - c. 2023 – 0.5% Sales Tax Implementation – Jacob Foos, Assistant City Manager

17. New Business

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

18. Commissioners Comments

19. 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

3. a.

Meeting Date: 01/17/2023

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 19, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
DECEMBER 19, 2022 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, December 19, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 5:02 p.m. on December 15, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Absent
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Daniel Matthews

INVOCATION

Commissioner Travis Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

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

COMMISSIONER MATTHEWS ARRIVED AT 6:03 P.M.

Mr. Wolf Gugler gave his speaking time to Mr. Rob Morris.

Mr. Jack Huffer, Mr. Rob Morris, Mr. Rick Young, and Mr. Dave MacDonald spoke during Citizens Participation.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the December 5, 2022 regular meeting.
- b. Acknowledge the following reports:
 - License Payment Report for November 2022
 - Project Payment Report for November 2022

- c. Acknowledge the resignation of Candida Hurley from the Shawnee Urban Renewal Authority, effective October 1, 2022.
- d. Acknowledge the resignation of Abby Flood from the Shawnee Urban Renewal Authority, effective February 2, 2023.
- e. Acceptance of a right of way drainage and utility easement agreement from Jerry Matthews Rental Properties LLC.
- f. Lake Lease Transfers:

Lot 13A Johnston Tract, 16624 Stevens Road #A
From: Raymond Burton
To: Ron and Mindee Duffell

Lot 13B Johnston Tract, 16624 Stevens Road #B
From: Raymond Burton and Brandon Edwards
To: Raymond Burton

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 2(a-f). Motion carried 7-0.

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

AGENDA ITEM NO. 3:

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

Animal Control Officer Theresa Touchet introduced Luke, a two-year-old cur-mix male canine. At this time, the shelter has thirty (30) dogs. The adoption fees are currently being waved.

AGENDA ITEM NO. 4

Consideration of an Agreement between Red Rock Behavioral Health (RRBH) and the City of Shawnee Police Department to embed RRBH staff in Shawnee Police Crisis Intervention Teams.

Mr. Mason Wilson, Police Chief, stated that the Police Department was awarded a Crisis Intervention Team Grant (CIT). The grant would fund the proposed Agreement between the City of Shawnee Police Department and Red Rock Behavioral Health (RRBH) to allow for the embedding of licensed mental health professionals for the purpose of conducting assessments for crisis intervention and diversion.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve an Agreement between Red Rock Behavioral Health (RRBH) and the City of Shawnee Police Department to embed RRBH staff in Shawnee Police Crisis Intervention Teams. Motion carried 7-0.

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

AGENDA ITEM NO. 5:

Consideration of a Memorandum of Understanding between the Oklahoma Department of Human Services (OKDHS) and the City of Shawnee to embed OKDHS staff at the Homeless Resource Center.

Mr. Rian Harkins, Community Development Director, stated this is a Memorandum of Understanding (MOU) with the Oklahoma Department of Human Services to allow OKDHS Staff to be embedded at the Homeless Resource Center.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a Memorandum of Understanding between the Oklahoma Department of Human Services and the City of Shawnee to embed OKDHS staff at the Homeless Resource Center. Motion carried 7-0.

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

AGENDA ITEM NO. 6:

Consideration of an agreement with GH2 Architects LLC for architectural services for the Santa Fe Depot.

Mr. Rian Harkins, Community Development Director, advised that the purpose of this Agreement is to update the preliminary design drawings and complete the construction documents, coordinate design and construction with the State Historic Preservation Office and provide construction administration services as the Owner's Representative.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an agreement with GH2 Architects LLC for architectural services for the Santa Fe Depot. Motion carried 7-0.

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

AGENDA ITEM NO. 7:

Consideration of a resolution of the City of Shawnee setting forth a Capital Improvement Plan Policy.

Ms. Lindsey McNabb-Fox, Finance Director, advised that the proposed resolution would set forth a Capital Improvement Plan Policy that would set general parameters within which capital spending decisions are made.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve a resolution of the City of Shawnee setting forth a Capital Improvement Plan Policy.

Resolution No. 6683 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE SETTING FORTH A CAPITAL IMPROVEMENT PLAN POLICY.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Public hearing and consideration of an ordinance to amend the Comprehensive Plan land use designation on property located at 4731 North Union Avenue, containing approximately 16.25 acres. Case No. CPA01-22, Applicant: Donna Parmer, represented by David M. Box.

Mr. Rian Harkins, Community Development Director, stated that the proposed ordinance would amend the Comprehensive Plan Land Use Designation from low-density residential and greenway land use to high-density residential land use. He advised that Planning Commission and Staff recommend approval.

Mayor Bold declared a public hearing in session to consider an ordinance to amend the Comprehensive Plan land use designation on property located at 4731 North Union Avenue, containing approximately 16.25 acres. Ms. Katelyn Turner appeared in favor of said amendment. No one spoke against said amendment. The public hearing was closed.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve an ordinance to amend the Comprehensive Plan land use designation on property located at 4731 North Union Avenue, containing approximately 16.25 acres.

Ordinance No. 2774NS was introduced.

AN ORDINANCE CONCERNING THE LAND USE DESIGNATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH TWELVE (12) ACRES OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST; AND A PARCEL OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), THENCE NORTH 180 FEET, THENCE EAST 440 FEET, THENCE SOUTH 180 FEET, THENCE WEST 440 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST; AND; A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT 180 FEET

NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), THENCE NORTH 105 FEET, THENCE EAST 660 FEET, THENCE SOUTH 285 FEET, THENCE WEST 220 FEET, THENCE NORTH 180 FEET, THENCE WEST TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST; MORE GENERALLY KNOWN AS 4731 NORTH UNION AVENUE; FROM FUTURE LAND USE MAP LAND DESIGNATIONS, LOW-DENSITY RESIDENTIAL AND GREENWAY TO HIGH-DENSITY RESIDENTIAL AMENDING THE OFFICIAL FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 9:

Public hearing and consideration of an ordinance to rezone property located at 4731 North Union Avenue, containing approximately 16.25 acres, from A-1 (Rural Agricultural District) to R-3 (Multifamily Residential District). Case No. RZ13-22, Applicant: Donna Parmer, represented by David M. Box.

Mr. Rian Harkins, Community Development Director, advised that this a follow-up item to Agenda Item No. 8. He stated the Planning Commission and Staff recommend approval.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 4731 North Union Avenue, containing approximately 16.25 acres, from A-1 (Rural Agricultural District) to R-3 (Multifamily Residential District). Ms. Katelyn Turner appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an ordinance to rezone property located at 4731 North Union Avenue, containing approximately 16.25 acres, from A-1 (Rural Agricultural District) to R-3 (Multifamily Residential District).

Ordinance No. 2775NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE NORTH TWELVE (12) ACRES OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION

31, TOWNSHIP 11 NORTH, RANGE 4 EAST; AND A PARCEL OF LAND DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), THENCE NORTH 180 FEET, THENCE EAST 440 FEET, THENCE SOUTH 180 FEET, THENCE WEST 440 FEET TO THE PLACE OF BEGINNING, ALL LOCATED IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST; AND A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT 180 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4), THENCE NORTH 105 FEET, THENCE EAST 660 FEET, THENCE SOUTH 285 FEET, THENCE WEST 220 FEET, THENCE NORTH 180 FEET, THENCE WEST TO THE POINT OF BEGINNING, ALL LOCATED IN THE NORTHWEST QUARTER (NW/4) OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST; MORE GENERALLY KNOWN AS 4731 NORTH UNION AVENUE; FROM ZONING CLASSIFICATION, A-1 (RURAL AGRICULTURAL DISTRICT) TO R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone property located at 39104 West MacArthur Street from RE (Residential Estates District) to I-2 (Light Industrial District). Case No. RZ14-22, Applicant: Ngan T. Pham.

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

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 39104 West MacArthur Street from RE (Residential Estates District) to I-2 (Light Industrial District). No one appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to deny an ordinance to rezone property located at 39104 West MacArthur Street from RE (Residential Estates District) to I-2 (Light Industrial District). Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located approximately one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80.05

acres, from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. RZ15-22, Applicant: John Woods, J.C. Woods Investments, LLC.

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

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located approximately one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80.05 acres, from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Mr. Scott Holton appeared in favor of said rezoning. No one spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Flood, seconded by Vice Mayor Rutherford, to approve an ordinance to rezone property located approximately one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80.05 acres, from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District).

Ordinance No. 2776NS 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: BEING THE NORTH HALF (N/2) OF THE SOUTHEASTERN QUARTER (SE/4) OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 3 EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA; MORE GENERALLY KNOWN APPROXIMATELY 80.05 ACRES LOCATED ONE-HALF (1/2) MILE NORTH OF WESTECH ROAD AND WEST OF NORTH KICKAPOO AVENUE; FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE-FAMILY RESIDENTIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion Carried 7-0.

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

NAY: None

AGENDA ITEM NO. 12:

Consideration of a Preliminary Plat for Heritage Plains Addition located one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80 acres. Case No. PPL06-22, Applicant: John Woods, J.C. Woods Investments, LLC.

Mr. Rian Harkins, Community Development Director, provided a Staff report. He stated that Planning Commission recommended approval with wavier of Section 40.2.5.C of the Subdivision Regulations.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a Preliminary Plat for Heritage Plains Addition located one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80 acres.

Ms. Lisa Lasyone, City Clerk, asked for clarification on the motion. Commissioner Matthews withdrew his motion. Commissioner Flood withdrew his second.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a Preliminary Plat for Heritage Plains Addition located one-half (1/2) mile north of Westech Road and west of North Kickapoo Avenue, containing approximately 80 acres with waiver of Section 40.2.5.C of the Subdivision Regulations. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 13:

Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund vehicle repair/maintenance and fuel costs across several departments with sales tax revenues exceeding budget estimates.

Ms. Lindsey McNabb-Fox, Finance Director, provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve the budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund vehicle repair/maintenance and fuel costs across several departments with sales tax revenues exceeding budget estimates. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 14:

Acknowledge monthly Sales Tax Report.

Ms. Lindsey McNabb-Fox, Finance Director, reported sales tax is up One Million Seven Hundred Four Thousand Eight Hundred Seventy-Five Dollars (\$1,704,875.00) or Fourteen Point Six Three Percent (14.63%), over the projected budget year-to-date. She stated that use tax collections are down approximately Thirty-One Thousand Six Hundred Fifty-Nine Dollars (\$31,659.00) or One Point Nine Four Percent (1.94%), below the projected budget year-to-date.

AGENDA ITEM NO. 15:

Administrative Reports:

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

Mr. Rian Harkins, Community Development Director, provided an update on the Santa Fe Depot. He discussed items that included Transportation Alternatives Grant Application through the Oklahoma Department of Transportation, Project Cost Estimate, Project Scoring Criteria, and Application Timeline.

b. Construction Permitting – Seth Barkhimer, Director of Engineering

Mr. Seth Barkhimer, Director of Engineering, provided a presentation on Construction Permitting – Process Overview. Mr. Barkhimer discussed Department Overview, Permitting and Building Codes, and Permits and Inspections. He also provided a flow charts for New Construction and Remodel Permits.

c. The State of Infrastructure – Andrea Weckmueller-Behringer, City Manager

Ms. Andrea Weckmueller-Behringer, City Manager, provided a presentation over The State of Infrastructure. She spoke regarding the National Infrastructure Report Card, Cumulative Investment Needs, Peer State Report Cards, Oklahoma's Infrastructure, Physical Assets, American Society of Civil Engineers (ASCE) 2021 Recommendations, and the City's Progress.

AGENDA ITEM NO. 16:

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

There was no New Business.

AGENDA ITEM NO. 17:

Commissioners Comments

The Commission wished everyone a Merry Christmas and Happy New Year.

Commissioner Richter commented regarding the comprehensive information on the City's website, thanked Staff for the Administrative Reports and thanked everyone who spoke during Citizens Participation.

Commissioner Sehorn commented regarding the Staff reports and sales tax.

Vice Mayor Rutherford thanked Staff for preparation of the agenda and the Administrative Reports and commented on the sales tax report.

Commissioner Flood thanked Staff, commented on the struggle to plan for increasing fuel costs, the downtown merchant meeting and specific Ward voting.

Commissioner Engles thanked Staff for the reports, commented on the downtown merchant meeting, financial disclosure statements and asked everyone to shop local.

Commissioner Matthews commented on the sales tax numbers, the Capital Improvement Plan Policy, and financial disclosure statements.

Mayor Bolt thanked Staff for the Administrative Reports, commented on the sales tax, the warming center and financial disclosure statements. He also asked everyone to shop local.

AGENDA ITEM NO. 18:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:11 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

Regular Board of Commissioners

3. b.

Meeting Date: 01/17/2023

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission Minutes from the October 5, 2022, November 2, 2022, and December 7, 2022 regular meetings
- License Payment Report for December 2022
- Project Payment Report for December 2022

Attachments

Planning Minutes 10-2022

Planning Minutes 11-2022

Planning Minutes 12-2022

License Payment Report

Project Payment Report

REGULAR PLANNING COMMISSION MINUTES

DATE: October 5, 2022

MINUTES - Amended

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on October 5, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Reese called the meeting to order at 1:30 p.m. City Planner, Rachel Clyne, called roll and stated a quorum was present.

The following Commissioners were present:

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

Absent: None

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of September 7, 2022. Chair Reese asked for questions or corrections to the minutes.

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

Motion **passed 6-0-0**.

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

Nay: None

Abstain: None

Item 3. Case No. RZ11-22 – Staff Report - Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District) the property at 1910 W. Benedict Street.

Previously a single-family residential structure occupied the property, and the applicant demolished the residence with the intent to rebuild a single-family home. The side yard setbacks required for A-1 zoning prevent the property owner from rebuilding. The rezoning of the property to R-1, which has less strict side yard setbacks, allows the reconstruction of a single-family home at the subject property.

Staff recommended the Planning Commission recommend that the City Commission **Approve** Case No. **RZ11-22** to rezone from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District) the property at 1910 W. Benedict Street.

Item 4. Case No. RZ12-22 – Staff Report - Public hearing and consideration of a request to rezone from R-1 (Single-Family Residential District) to C-3 (Highway Commercial District) the properties at 4029 & 4031 N. Union Avenue.

The properties are zoned R-1 (Single-Family Residential District), which does not permit the use of a child care center. To comply with the Zoning Code, a child care center must be located within a commercial zoning district. The least intense commercial district for which a child care center may be permitted as use by right is C-3 (Highway Commercial). Approval of the rezoning request will make the subject properties compliant with the Zoning Code.

A public hearing was opened. The applicant's representative, Craig Brackeen, was present and available for questions. The following spoke in opposition to the request and with the public hearing: John Barrett, Rob Morris, Cindy Hardin, and Bryan Cain. The applicant spoke again when allowed to address the comments and concerns raised. With no additional speakers, the public hearing was closed

Commissioner Walker asked a procedural question regarding the recommendations that the Planning Commission could forward to the City Commission. Community Development Director, Rian Harkins, advised the options were to approve, deny, defer (seeking additional information, or recommend a less intense zoning district. Commissioner Walker asked if the procedural application for a Conditional Use Permit was required. Harkins advised that the Planning Commission was a recommending body.

Commissioner Walker made a motion to recommend that the City Commission **Approve** Case No. **RZ12-22** to be rezoned to C-1 (Neighborhood Commercial District) with a Conditional Use Permit (CUP) for Child Care, which Commissioner Rowell seconded. Following any discussion, the motion **passed 6-0-0**.

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

Nay: None

Abstain: None

It was announced the item would be heard at the October 17, 2022 City Commission meeting at 6:00 p.m. in this location.

Item 5. Community Development Department Update

Community Development Director Rian Harkins addressed the Planning Commission and provided an update on the Love Your Block (LYB) program, the Unified Development Code (UDC) project, the Twin Lakes advisory committee, the grant application for Santa Fe Depot, and the ongoing work of the Homeless Program.

Harkins advised that the OKAPA had tasked him with establishing a training program for Planning Commissioners -- a Planning 101 style of workshop. He requested the Commissioners share any suggestions.

Item 6. Planning Commissioners' Comments

Commissioners Walker, Johnson, Barrett, and Rowell had no comments. Commissioner Mew-Palmer stated the Twin Lakes meeting she attended was productive and had various attendees representing more of the community, to which Reese agreed.

Item 7. Adjournment

The meeting adjourned at 2:11 p.m.


Chair/Vice-Chair


City Planner

REGULAR PLANNING COMMISSION MINUTES

DATE: November 2, 2022

MINUTES - Amended

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on November 2, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Reese called the meeting to order at 1:30 p.m. City Planner, Rachel Clyne, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Reese, Barrett

Absent: Mew-Palmer, Rowell

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of October 5, 2022. Chair Reese asked for questions or corrections to the minutes.

Planner Clyne noted that an amended version of the October 5, 2022, Planning Commission minutes was on the dais for consideration. Staff also had copies of the amended minutes available for the public.

Commissioner Walker made a motion to **Approve** the Amended minutes as presented, which Commissioner Barrett seconded.

Motion **passed 4-0-0**.

Aye: Walker, Johnson, Reese, Barrett

Nay: None

Abstain: None

Item 3. Case No. FPL05-22 – Consideration of a request for a Final Plat, Belmont Park Addition, Phase 2, on ±8.79 acres north of West MacArthur Street and east of Acme Road.

Clyne explained that the subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres. The zoning was recently updated with the approval of an application for a Planned Unit Development (PUD01-22) of the property, which included rezoning to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District).

The Final Plat submittal of the Belmont Park Addition, Phase 2 subdivision was reviewed by staff for accuracy. The City Engineer is satisfied with the Final Plat as submitted.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of FPL05-22 for the Final Plat of Belmont Park Addition, Phase 2 subdivision as presented.

Commissioner Johnson made a motion to recommend the **Approval** of Case No. FPL-05-22, which

Commissioner Walker seconded.
Motion **passed 4-0-0**.

Aye: Walker, Johnson, Reese, Barrett
Nay: None
Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on November 21, 2022, at 6:00 p.m.

Item 4. Case No. PUD02-22 – Public hearing and consideration of a request for a PUD (Planned Unit Development) on ±16.25 acres located at 4731 N. Union Avenue.

Clyne advised the applicant had withdrawn the PUD application and no action was required.

Item 5. Community Development Department Update

Clyne advised the Commissioners that Community Development Director Rian Harkins was in Baltimore with the Love Your Block (LYB) team. She stated that work continued for the Unified Development Code (UDC) project.

Item 5. Planning Commissioners' Comments

Commissioners Reese and Barrett had no comments. Commissioner Walker was pleased that the code revision process was ongoing. Commissioner Johnson mentioned the Twin Lakes survey was still on the City's website.

Item 6. Adjournment

The meeting adjourned at 1:40 p.m.

Approved 12/7/22
Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

REGULAR PLANNING COMMISSION MINUTES

DATE: December 7, 2022

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on December 7, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Vice-Chair Walker called the meeting to order at 1:30 p.m. Community Development Director, Rian Harkins, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Mew-Palmer, Rowell, and Barrett (arrived at 1:33 PM)

Absent: Reese

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of November 2, 2022. Vice-Chair Walker asked for questions or corrections to the minutes. Commissioner Johnson indicated a vote for an item on the agenda had not been included in the minutes. City Planner, Rachel Clyne, made note of the necessary amendment.

Commissioner Johnson made a motion to **Approve** the minutes with the requested for amendment, which Commissioner Rowell seconded.

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

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

Nay: None

Abstain: None

Item 3. Case No. **CPA01-22** – Public hearing and consideration of a request to amend the Comprehensive Plan Land Use designation on ±16.25 acres located at 4731 N. Union Avenue.

Planner Clyne, explained the subject property is located at 4731 N. Union Avenue. The ±16.25-acre property is situated north of E. 45th Street and east of N. Union Avenue and is undeveloped. The request is for a Comprehensive Plan amendment from Low-Density Residential and Greenway land use designations to the High-Density Residential land use designation.

Surrounding the subject property are two land use designations: High-Density Residential and Medium-Density Residential. Amending the land use designation of the subject property to High-Density Residential is a reasonable request for an unforeseen opportunity for residential development. Approval of this request for a Comprehensive Plan Amendment (CPA) is the initial step of the corresponding rezoning application (RZ13-22).

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of Case No CPA01-22 as presented.

Vice-Chair Walker opened the public hearing. The owner's representative, David M. Box, was present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Barrett made a motion to recommend the **Approval** of Case No. CPA01-22, which Commissioner Mew-Palmer seconded.

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

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

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on December 19, 2022, at 6:00 p.m.

Item 4. Case No. **RZ13-22** – Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to R-3 (Multifamily Residential District) on ±16.25 acres located at 4731 N. Union Avenue.

The subject property is located at 4731 N. Union Avenue. The ±16.25-acre property is situated north of E. 45th Street and east of N. Union Avenue and is undeveloped. The request is to rezone from A-1 (Rural Agricultural District) to R-3 (Multifamily Residential District).

The land surrounding the subject property is zoned with residential and commercial zoning districts. The zoning includes R-1 (Single-Family Residential District), R-3 (Multifamily Residential District), C-2 (Limited Office District), and C-3 (Automotive Commercial District). This application follows the Comprehensive Plan Amendment application to adjust the FLUM to High-Density Residential in the 2040 Comprehensive Plan. This land use designation allows +12 dwelling units per acre.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of Case No RZ13-22 as presented.

Vice-Chair Walker opened the public hearing. The owner's representative, David M. Box, was present and available for questions. Commissioner Walker asked about the number of dwelling units, and Mr. Box replied approximately 350 market-rate units were anticipated. With no additional speakers, the public hearing was closed.

Commissioner Barrett made a motion to recommend the **Approval** of Case No. RZ13-22, which Commissioner Johnson seconded.

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

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

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on December 19, 2022, at 6:00 p.m.

Item 5. Case No. **RZ14-22** – Public hearing and consideration of a request to rezone from RE (Residential Estates District) to I-2 (Light Industrial District), the property located at 39104 W. MacArthur Street.

The subject property is located at 39104 W. MacArthur Street, which is generally situated east of the intersection of West MacArthur Street and Acme Road. The ±4.4-acre property contains a residential structure and two (2) outbuildings. The request is to rezone from RE (Residential Estates District) to I-2 (Light Industrial District). There is an area of I-2 zoning to the south. Additionally, RE zoning is located to the east and north of the property, with a Planned Unit Development (PUD) to the west that contains R-3 and C-2 zoning.

The applicant intends to use the subject property for medical marijuana (MMJ) indoor grow operation, which is permitted in the I-2 zoning district. The growing aspect would be indoors and toward the property's rear (north) half. Under the Zoning Code Section 22-365(a).1, a watchman living on the premises may utilize the residence at the southern end of the subject property if the land is zoned I-2.

While a less intense zoning district, such as C-3 (Automotive Commercial District), would permit a medical marijuana growing outfit, the subject property is not adjacent to any C-3 zoned property.

If approved, the property is subject to all industrial zoning restrictions, including appropriate landscaping to buffer adjacent residential zoning districts. If rezoned to C-3, the existing house could not be used for residential purposes.

The following options were presented to the Planning Commission:

- Recommending Approval of Case No. RZ14-22, rezoning from RE to I-2 as requested by the applicant.
- Recommending Denial of the rezoning request of Case No. RZ14-22.
- Recommending Deferral of the rezoning request of Case No. RZ14-22 with a request for additional and specific information to a certain date.
- Recommending Approval of Case No. RZ14-22, rezoning from RE to C-3 with commercial-only use of the residence.

Staff recommended that the Planning Commission recommend to the City Commission DENIAL of Case No RZ14-22 as presented.

Vice-Chair Walker opened the public hearing. The applicant's representative, Josh Moore, was present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Rowell made a motion to recommend the **Denial** of Case No. RZ14-22, which Commissioner Johnson seconded.

Motion **passed 4-1-0**.

Aye: Walker, Johnson, Mew-Palmer, Rowell

Nay: Barrett

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on December 19, 2022, at 6:00 p.m.

Item 6. Case No. **RZ15-22** – Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District) on ±80.00 acres located approximately ½ mile north of Westech Rd and west of N. Kickapoo Avenue.

The ±80.05-acre subject property is generally located ½ mile north of Westech Road and west of N. Kickapoo Avenue and is undeveloped. The request is to rezone from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District). A portion of the subject property is currently zoned R-1. The land to the east of the subject property is zoned R-1 (Single-Family Residential District). Properties north, south, and west are zoned A-1 (Rural Agricultural District). The applicant is also applying for a Preliminary Plat (PPL06-22).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Urban Reserve. The Comprehensive Plan defines Urban Reserve as land use for long-term growth areas; land to accommodate growth over the next 10 - 20 years. According to the Land Use Compatibility Scale of the Comprehensive Plan, Low-density Residential is an appropriate use. With the highest ranking of five (5), the proposed use is completely compatible with existing land uses.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of Case No RZ15-22 as presented.

Vice-Chair Walker opened the public hearing. The applicant's representative, Scott Holtzen, was present and available for questions. He advised there were 272 lots in the proposed subdivision. Rob Morris stated he wanted to know the size of the homes within the subdivision. With no additional speakers, the public hearing was closed.

Commissioner Johnson made a motion to recommend the **Approval** of Case No. RZ15-22, which Commissioner Rowell seconded.

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

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

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on December 19, 2022, at 6:00 p.m.

Item 7. Case No. **PPL06-22** – Consideration of a request for a Preliminary Plat, Heritage Plains Addition, on ±80.00 acres located approximately ½ mile north of Westech Rd and west of N. Kickapoo Avenue.

The subject property is located in the Southeast Quarter of Section 25, Township 11 North, Range 3 East. The proposed subdivision has 272 lots on approximately ±80.05 acres. The current zoning for the property is A-1 (Rural Agricultural District) and R-1 (Single-Family Residential District). An application for rezoning (RZ15-22) that requests the entire parcel to be zoned R-1 (Single-Family Residential) is being processed concurrently with this preliminary plat application.

The City Engineer requested a Traffic Impact Analysis (TIA) to determine if additional public infrastructure, such as turn lanes, would be required. The TIA indicates no additional traffic infrastructure is necessary. Engineering found the proposed design sufficient to meet the requirements of the Subdivision Regulations.

In the Subdivision Regulations, Section 40.2.5.C discusses the potential for dedicated easements for mid-block crosswalks when a block exceeds six hundred (600) feet in length. If such crosswalks are deemed essential to provide circulation or access to schools, playgrounds, shopping centers, transportation, or other community facilities, they may be required by the Planning Commission.

Community Development staff received a request from the applicant's engineer, to waive the requirement of dedicated easement for mid-block crosswalks on streets 600' or longer. Since the Preliminary Plat does not indicate schools, shopping centers, or other community facilities in the development, staff recommended the Planning Commission accept the waiver request for the mid-block crosswalks.

Staff reviewed the Preliminary Plat and requested minor changes to the proposed thoroughfare names to be more consistent with existing roadways in Shawnee and to avoid duplicate street names. All other aspects of the Preliminary Plat were satisfactory.

Staff recommended that the Planning Commission recommend to the City Commission APPROVAL of Case No PPL06-22 subject to the street name changes proposed by staff.

Commissioner Johnson made a motion to approve the waiver request and to recommend the **Approval** of Case No. PPL06-22, subject to the street name changes proposed by staff, which Commissioner Mew-Palmer seconded.

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

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

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on December 19, 2022, at 6:00 p.m.

Item 8. Community Development Department Update

Community Development Director Rian Harkins updated the Planning Commission on the progress of the Unified Development Code (UDC) project. He advised that the Love Your Block (LYB) team was wrapping up year one. The Twin Lakes Master Plan project is ongoing. March or April should bring meetings seeking public input. The CDBG COVID relief funds were now available for mental health assistance with residents of the Shawnee Housing Authority. The results of the ODOT grant application for repairs to the Santa Fe Depot will be made available in the late spring or summer of 2023. Director Harkins explained a program in its beginning stages that will allow new residential construction on non-typical lots. Lastly, he attended the recent Walkability session and there was much discussion about different approaches to community engagement.

Item 9. Planning Commissioners' Comments

Commissioners Rowell and Barrett had no comments. Commissioner Walker asked staff about where to report crosswalk concerns along Harrison and Federal. All Commissioners voiced or affirmed appreciation for the efforts of the Community Development Department staff and for receiving regular updates.

Item 10. Adjournment

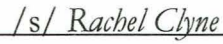
The meeting adjourned at 2:20 p.m.

REGULAR PLANNING COMMISSION MINUTES

DATE: December 7, 2022

A handwritten signature in blue ink, appearing to read "Stephen", written over a horizontal line.

Chair/Vice-Chair

A handwritten signature in blue ink, appearing to read "/s/ Rachel Clyne", written over a horizontal line.

City Planner



Entity Payment Report

12/01/2022 - 12/31/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
12/1/2022	CHARLES & DORIS NORTON	Check	1753	761.00
12/2/2022	SUPER ROOTER PLUMBING & DRAIN CLEANING LLC	Cash	1754	100.00
12/2/2022	GREGGS CLIMATE CONTROL	Cash	1755	75.00
12/2/2022	SUTTON RYAN PETZ IRREVOCABLE TRUST	Check	1756	761.00
12/5/2022	REBECCA FLOWERS & DEBRA HILTERBRAND	IBX CC	1757	761.00
12/5/2022	CAFFE DOLCE 405	IBX CC	1764	50.00
12/5/2022	AMERICAN AIR CONDITIONING AND HEATING	Check	1758	75.00
12/5/2022	AMERICAN AIR CONDITIONING AND HEATING	Check	1759	75.00
12/5/2022	PATCO ELECTRICAL SERVICE	Check	1760	75.00
12/5/2022	UNITED DYNAMICS, INC	Check	1761	15.00
12/5/2022	ENVIRONMENTAL WORKS, INC	Check	1762	75.00
12/5/2022	CECILIA ENGEL & BENJAMIN D'AMICO	Check	1763	761.00
12/5/2022	MCELYEA & OWENS FUNERAL	Check	1765	50.00

	GROUP			
12/5/2022	MCELYEA & OWENS FUNERAL GROUP & CREMATORY	Check	1766	50.00
12/6/2022	DAREN & VALERIE BOYNE	Check	1767	761.00
12/7/2022	CANDACE COLLIE	Check	1768	761.00
12/8/2022	KUSTOM ELECTRIC INC	IBX CC	1769	100.00
12/8/2022	CUTTERS PLUMBING LLC	IBX CC	1770	100.00
12/9/2022	SAFELINK	IBX CC	1771	50.00
12/12/2022	TOTAL DEMOLITION SERVICES, LLC	IBX CC	1776	75.00
12/12/2022	STANFIELD PLUMBING LLC	IBX CC	1772	100.00
12/12/2022	GYULETRAN GREEN LLC	Cash	1773	1,500.00
12/12/2022	GUYLETRAN GREEN LLC	Cash	1774	50.00
12/12/2022	GUYLETRAN GREEN LLC	Cash	1775	1,500.00
12/12/2022	CHECK 'N GO	Check	1777	15.00
12/12/2022	AKERS ELECTRIC LLC	Check	1778	75.00
12/12/2022	MARILYN J MOORE LIVING TRUST ATTN: CHARLES MOORE	Check	1779	761.00
12/12/2022	DYLAN SIGMAN & CHARLES MOORE	Check	1780	761.00
12/13/2022	AMPLE ELECTRIC LLC	IBX CC	1781	75.00
12/13/2022	RAYMOND BURTON	Check	1782	761.00
12/13/2022	LAKESHORE LODGE	Check	1783	761.00
12/14/2022	TIPTONS PLUMBING AND SEWER LLC	IBX CC	1784	100.00
12/14/2022	JESSE LEWIS INC	IBX CC	1785	100.00
12/14/2022	AECI, LLC	IBX CC	1787	75.00

12/14/2022	QUALITY LAWN & TURF CONTROL	IBX CC	1786	25.00
12/15/2022	OMAR'S PLUMBING	IBX CC	1792	75.00
12/15/2022	EVERETT R LOMAN	Cash	1788	15.00
12/15/2022	BATH FITTERS	Check	1789	75.00
12/15/2022	HARDESTY TEAM	Check	1790	75.00
12/15/2022	HARDESTY TEAM	Check	1791	75.00
12/16/2022	FRAMERS ELECTRIC	Check	1793	75.00
12/16/2022	ECK ELECTRIC LLC	Check	1794	100.00
12/16/2022	TRUGREEN-CHEMLAWN	Check	1795	25.00
12/19/2022	GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA	IBX CC	1798	15.00
12/19/2022	CS PLUMBING	IBX CC	1797	75.00
12/19/2022	JEREMY & SAGE HIGDON	Check	1796	776.00
12/20/2022	EZPAWN 30107	Check	1799	25.00
12/20/2022	PLANET FITNESS	Check	1800	15.00
12/21/2022	IRWIN SEPTIC LLC	IBX CC	1802	75.00
12/21/2022	THE VINE WELLNESS CENTER	IBX CC	1803	50.00
12/21/2022	JOHN & JASON HAYS	Check	1801	776.00
12/21/2022	VINTAGE MOTORS	Check	1804	50.00
12/21/2022	STEVE OCKER ELECTRIC, LLC	Check	1805	100.00
12/27/2022	SHINE SOLAR, LLC	IBX CC	1806	75.00
12/27/2022	RETHFORD ELECTRIC	Check	1807	75.00
12/27/2022	DOMINO #27	Check	1808	15.00
12/27/2022	DOMINO #23	Check	1809	15.00
12/27/2022	OLD SCHOOL BAGEL	Cash	1810	50.00
12/27/2022	JERRY &	Check	1811	761.00

	SHARRON MANKIN			
12/28/2022	SIGN FACTORY LLC	IBX CC	1814	75.00
12/28/2022	RODNEY CASTEEL	IBX CC	1813	25.00
12/28/2022	BARBARA COCHRANE & PAMELA GRIFFIN	Check	1812	776.00
12/28/2022	M & J CONTRACTORS LLC	Check	1815	75.00
12/29/2022	GARY'S ELECTRIC SERVICE	IBX CC	1819	100.00
12/29/2022	CAPITAL DANK	IBX CC	1818	1,500.00
12/29/2022	THOR'S HAMMER INC	IBX CC	1816	100.00
12/29/2022	MCSPADDEN BOOK BINDERY LLC	Check	1817	15.00
12/30/2022	SELECT SERVICE ELECTRIC	IBX CC	1820	75.00
12/30/2022	MYROOF SOLAR	IBX CC	1824	100.00
12/30/2022	HAYES ELECTRIC INC	IBX CC	1823	100.00
12/30/2022	MARSH ELECTRIC LLC	Check	1821	75.00
12/30/2022	CASEY & THERESA KING	Check	1822	15.00
12/30/2022	CHARLES & LYSA WALKINGSTICK	Check	1825	15.00
				18,699.00

Total Records: 73

1/3/2023



Monthly - City Clerk

12/01/2022 - 12/31/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20221392	12/9/2022	B - Accessory Structure	624 S HART AVE	C & H CARPORTS	NEW CONSTRUCTION	5,100	620	\$136.25
20221426	12/14/2022	B - Commercial - Add On	121 W 45TH ST	BC WALKER	GAS TANK EXCHANGE	4,500	0	\$29.50
20221418	12/13/2022	B - Commercial - Remodel	3929 N KICKAPOO	JOHN MCBRIDE	REMODEL	75,000	1,269	\$321.75
20221362	12/6/2022	B - Commercial - Remodel	101 N UNION	GAGE WATSON	REMODEL	343,931	8,062	\$2,020.00
20221366	12/5/2022	B - Flood Plain	4901 N KICKAPOO	ONG	GAS UTILITY LINE BORE AND INSTALLATION	0	0	
20221522	12/28/2022	B - Residential - New	2688 SOMERSET DRIVE	GREG BROWN HOMES	NEW CONSTRUCTION	340,000	2,680	\$1,299.00
20221512	12/21/2022	B - Residential - New	3900 N UNION AVE #906	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221511	12/21/2022	B - Residential - New	3900 N UNION AVE #905	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221510	12/21/2022	B - Residential - New	3900 N UNION AVE #904	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221509	12/21/2022	B - Residential - New	3900 N UNION AVE #903	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221508	12/21/2022	B - Residential - New	3900 N UNION AVE #902	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221507	12/21/2022	B - Residential - New	3900 N UNION AVE #901	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221506	12/21/2022	B -	3900 N UNION	BARNETT &	NEW	85,000	1,789	\$1,109.66

		Residential - New	AVE #806	MEEK DEVELOPMENT	CONSTRUCTION			
20221505	12/21/2022	B - Residential - New	3900 N UNION AVE #805	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221504	12/21/2022	B - Residential - New	3900 N UNION AVE #804	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221503	12/21/2022	B - Residential - New	3900 N UNION AVE #803	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221502	12/21/2022	B - Residential - New	3900 N UNION AVE #802	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221501	12/21/2022	B - Residential - New	3900 N UNION AVE #801	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	85,000	1,789	\$1,109.66
20221500	12/21/2022	B - Residential - New	3900 N UNION AVE #604	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,115	\$966.44
20221499	12/21/2022	B - Residential - New	3900 N UNION AVE #603	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,115	\$966.44
20221498	12/21/2022	B - Residential - New	3900 N UNION AVE #602	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,115	\$966.44
20221497	12/21/2022	B - Residential - New	3900 N UNION AVE #601	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,115	\$966.44
20221496	12/21/2022	B - Residential - New	3900 N UNION AVE #308	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221495	12/21/2022	B - Residential - New	3900 N UNION AVE #307	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221494	12/21/2022	B - Residential - New	3900 N UNION AVE #306	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221493	12/21/2022	B - Residential - New	3900 N UNION AVE #305	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221492	12/21/2022	B - Residential - New	3900 N UNION AVE #304	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221491	12/21/2022	B - Residential - New	3900 N UNION AVE #303	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221490	12/21/2022	B -	3900 N UNION	BARNETT &	NEW	75,000	1,038	\$950.08

		Residential - New	AVE #302	MEEK DEVELOPMENT	CONSTRUCTION			
20221489	12/21/2022	B - Residential - New	3900 N UNION AVE #301	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,038	\$950.08
20221488	12/21/2022	B - Residential - New	3900 N UNION AVE #208	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221487	12/21/2022	B - Residential - New	3900 N UNION AVE #207	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221486	12/21/2022	B - Residential - New	3900 N UNION AVE #206	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221485	12/21/2022	B - Residential - New	3900 N UNION AVE #205	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221484	12/21/2022	B - Residential - New	3900 N UNION AVE #204	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221483	12/21/2022	B - Residential - New	3900 N UNION AVE #203	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221482	12/21/2022	B - Residential - New	3900 N UNION AVE #202	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221481	12/21/2022	B - Residential - New	3900 N UNION AVE #201	BARNETT & MEEK DEVELOPMENT	NEW CONSTRUCTION	75,000	1,001	\$942.21
20221438	12/15/2022	B - Residential - New	222 OUTLANDER WAY	CODY LILLEY	NEW CONSTRUCTION	285,000	2,180	\$467.75
20221388	12/8/2022	B - Residential - New	4716 CHURCHILL DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	2,209	\$1,198.91
20221387	12/8/2022	B - Residential - New	4714 CHURCHILL DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,768	\$1,105.20
20221361	12/1/2022	B - Residential - New	501 S EDEN	PAULA LAUDERDALE	NEW HOME	220,000	2,276	
20221356	12/1/2022	B - Residential - Remodel	1017 E MAIN ST	STEPHEN JUDD	REMODEL	30,000	1,276	\$275.65
20221355	12/1/2022	B - Residential - Remodel	1015 E MAIN	STEPHEN JUDD	REMODEL	25,000	1,276	\$275.65
20221475	12/19/2022	B - Storm	4712	OKLAHOMA	NEW	3.600	48	\$29.50

		Shelter	CHURCHILL	SHELTERS	INSTALLATION			
20221471	12/16/2022	B - Storm Shelter	1302 N BEARD AVE	FIRESTORM SEPTICES & SHELTERS	NEW INSTALLATION	0	0	\$29.50
20221534	12/30/2022	B - Swimming Pool	10 TURKEY KNOB	MH POOLS LLC	INGROUND	70,000	144	\$64.50
20221533	12/30/2022	E - Electrical	208 E MAIN	HAYES ELECTRIC INC	PANEL UPGRADE	0	0	\$104.50
20221530	12/29/2022	E - Electrical	905 W 39TH ST	GARY'S ELECTRIC SERVICE	CHANGE OUT	0	0	\$54.50
20221529	12/29/2022	E - Electrical	1129 N BEARD	RODGERS ELECTRIC	METER RESOTRE	0	0	\$54.50
20221528	12/29/2022	E - Electrical	101 N UNION	STOLHAND - WELLS GROUP	REMODEL	0	0	\$54.50
20221526	12/28/2022	E - Electrical	196 SHAWNEE MALL DR	THOR'S HAMMER, INC	REMODEL / ADD ON	0	0	\$104.50
20221521	12/28/2022	E - Electrical	905 W 39TH ST	FLUX ELECTRIC LLC	NEW SERVICE	0	0	
20221520	12/27/2022	E - Electrical	2524 N HARRISON AVE lot 106	GROVE ELECTRICAL SOLUTIONS	MOBILE HOME CONNECTION	0	0	\$54.50
20221519	12/27/2022	E - Electrical	2524 N HARRISON AVE lot 108	GROVE ELECTRIC	MOBILE HOME CONNECTION	0	0	\$54.50
20221517	12/27/2022	E - Electrical	1415 N LOUISA	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20221480	12/21/2022	E - Electrical	1108 QUAIL HOLLOW	STEVE OCKER ELECTRIC, LLC	UPGRADE / BRANCH CIRCUIT	0	0	\$154.50
20221478	12/21/2022	E - Electrical	3929 N KICKAPOO	24/7 ELECTRICAL SERVICES	REMODEL	0	0	\$54.50
20221422	12/14/2022	E - Electrical	717 N BROADWAY	AECI	NEW SERVICE / BRANCH CIRCUIT WIRING	0	0	\$104.50
20221417	12/13/2022	E - Electrical	1141 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221416	12/13/2022	E - Electrical	1139 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221415	12/13/2022	E - Electrical	1137 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221414	12/13/2022	E - Electrical	1135 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221413	12/13/2022	E - Electrical	1133 N	KB ELECTRIC.	BRANCH	0	0	\$54.50

			CAMMACK CIR	LLC	CIRCUIT			
20221412	12/13/2022	E - Electrical	1131 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221411	12/13/2022	E - Electrical	1129 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221410	12/13/2022	E - Electrical	1127 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221409	12/13/2022	E - Electrical	1125 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221408	12/13/2022	E - Electrical	1123 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221407	12/13/2022	E - Electrical	1121 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221406	12/13/2022	E - Electrical	1119 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221405	12/13/2022	E - Electrical	1117 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221404	12/13/2022	E - Electrical	1115 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221403	12/13/2022	E - Electrical	1113 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221402	12/13/2022	E - Electrical	1111 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221401	12/13/2022	E - Electrical	1109 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221400	12/13/2022	E - Electrical	1107 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221399	12/13/2022	E - Electrical	1105 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221398	12/13/2022	E - Electrical	1103 N CAMMACK CIR	KB ELECTRIC, LLC	BRANCH CIRCUIT	0	0	\$54.50
20221397	12/13/2022	E - Electrical	1606 WINDMILL RIDGE DR	AMPLE ELECTRIC	SWIMMING POOL	0	0	\$54.50
20221395	12/12/2022	E - Electrical	113 N BELL	PATRIOT POWER SERVICES LLC	RESTORE	0	0	\$54.50
20221390	12/8/2022	E - Electrical	1902 E BRADLEY	GROVE ELECTRICAL SOLUTIONS	NEW SERVICE	0	0	\$54.50
20221389	12/8/2022	E - Electrical	2202 N AIRPORT DR	KUSTOM ELECTRIC INC	NEW INSTALLATION	0	0	\$54.50
20221369	12/6/2022	E - Electrical	637 N BROADWAY	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20221368	12/5/2022	E - Electrical	2719 WOODLAWN	LARRISON ELECTRIC	GENERATOR	0	0	\$54.50

			CT					
20221358	12/1/2022	E - Electrical	2524 N HARRISON AVE lot 105	GROVE ELECTRICAL SOLUTIONS	MOBILE HOME CONNECTION	0	0	\$54.50
20221141	12/19/2022	E - Electrical	4417 LILLY VALLEY	ADT SOLAR	SOLAR PANELS	0	0	\$54.50
20221394	12/9/2022	E - Engineering Project	4720 N HARRISON		Water and Sewer Extension	0	0	
20221379	12/7/2022	E - Engineering Project		DOLLAR GENERAL		0	0	
20221476	12/20/2022	F - Burn Permit	33904 LAKE RD	BOBBY HOLMES	FIRE	0	0	\$29.50
20221470	12/16/2022	F - Burn Permit	1427 E WALNUT	TAMAS LEHMANN	BURN PERMIT	0	0	\$29.50
20221424	12/14/2022	F - Burn Permit	2205 COPPER CREEK LN	KEVIN HANNA	BURN PERMIT	0	0	\$29.50
20221527	12/29/2022	M - Mechanical	101 N UNION	STOLHAND - WELLS GROUP	REMODEL	0	0	\$54.50
20221514	12/21/2022	M - Mechanical	313 S MINNESOTA	LUCKY DAY HVAC	CHANGE OUT	0	0	\$54.50
20221513	12/21/2022	M - Mechanical	1922 N PENNSYLVANIA AVE	LUCKY DAY HVAC	CHANGE OUT	0	0	\$104.50
20221477	12/21/2022	M - Mechanical	6 NAVAJO CIR	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0	0	\$64.50
20221448	12/15/2022	M - Mechanical	1141 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221447	12/15/2022	M - Mechanical	1139 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221446	12/15/2022	M - Mechanical	1137 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221445	12/15/2022	M - Mechanical	1135 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221444	12/15/2022	M - Mechanical	1133 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221443	12/15/2022	M - Mechanical	1131 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221442	12/15/2022	M - Mechanical	1129 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221441	12/15/2022	M - Mechanical	1127 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221440	12/15/2022	M - Mechanical	1125 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50

20221439	12/15/2022	M - Mechanical	1123 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221437	12/15/2022	M - Mechanical	1121 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221436	12/15/2022	M - Mechanical	1119 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221435	12/15/2022	M - Mechanical	1117 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221434	12/15/2022	M - Mechanical	1115 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221433	12/15/2022	M - Mechanical	1113 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221432	12/15/2022	M - Mechanical	1111 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221431	12/15/2022	M - Mechanical	1109 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221430	12/15/2022	M - Mechanical	1107 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221429	12/15/2022	M - Mechanical	1105 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT / MOVE UNIT	0	0	\$54.50
20221428	12/15/2022	M - Mechanical	1103 N CAMMACK CIR	LUCKY DAY HVAC	ADD DUCT	0	0	\$54.50
20221419	12/13/2022	M - Mechanical	2616 N UNION AVE	SUNBELT HEATING AND AIR CONDITIONING	NEW SYSTEM	0	0	\$74.50
20221381	12/7/2022	M - Mechanical	1321 E MAIN ST	GREER'S HEAT & AIR	NEW INSTALLATION	0	0	\$84.50
20221380	12/7/2022	M - Mechanical	411 FLORENCE AVE	A-TEAM HEATING & COOLING	COMPLETE INSTALLATION	0	0	\$54.50
20221365	12/2/2022	M - Mechanical	1414 N PHILADELPHIA	GREG CLIMATE CONTROL	NEW SYSTEM	0	0	\$64.50
20221360	12/1/2022	M - Mechanical	2800 N BRYAN	SPARKS HEAT AND AIR	NEW SYSTEM	0	0	\$164.50
20221354	12/1/2022	M - Mechanical	217 S OAK ST	A TEAM	NEW SYSTEM	0	0	\$64.50
20221374	12/6/2022	O - Curb Cut, Driveway and Sidewalk	1923 W SLOVER	ROBERT HALE CONCRETE	DRIVEWAY	0	0	\$50.00
20221525	12/28/2022	O - Demolition and Moving	1315 E ADA	K & M WRECKING	DEMOLITION	0	0	
20221473	12/16/2022	O - Demolition and Moving	801 N UNION	WADES SERVICES	DEMOLITION	0	0	\$50.00

20221472	12/16/2022	O - Demolition and Moving	1016 N CHAPMAN AVE	M & M WRECKING	DEMOLITION	0	0	
20221423	12/14/2022	O - Demolition and Moving	629 S POTTENGER AVE	M & M WRECKING, INC	DEMOLITION	0	0	\$50.00
20221386	12/7/2022	O - Demolition and Moving	605 N IONE	K & M WRECKING	DEMOLITION	0	0	
20221385	12/7/2022	O - Demolition and Moving	601 N IONE	K & M WRECKING	DEMOLITION	0	0	
20221384	12/7/2022	O - Demolition and Moving	540 N BELL	K & M WRECKING	DEMOLITION	0	0	
20221383	12/7/2022	O - Demolition and Moving	535 N BELL	K & M WRECKING	DEMOLITION	0	0	
20221382	12/7/2022	O - Demolition and Moving	605 W POPLAR ST	K & M WRECKING	DEMOLITION	0	0	
20221376	12/6/2022	O - Demolition and Moving	534 N UNION	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221375	12/6/2022	O - Demolition and Moving	606 S OKLAHOMA	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221373	12/6/2022	O - Demolition and Moving	1211 E WALLACE ST	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221372	12/6/2022	O - Demolition and Moving	701 S PHILADELPHIA	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221371	12/6/2022	O - Demolition and Moving	518 S BEARD AVE	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221370	12/6/2022	O - Demolition and Moving	422 W FORREST	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20221479	12/21/2022	O - Paving Cut and Boring		DDURT CONSTRUCTION INC	BORING	0	0	\$60.00

20221425	12/14/2022	O - Paving Cut and Boring	303 S LEO	GLEN WELCH	ROAD BORE	0	0	\$60.00
20221532	12/29/2022	O - Sign	5401 ENTERPRISE CT	METRO SIGN	CHANGE OUT	4,500	47	\$50.00
20221531	12/29/2022	O - Sign	5401 ENTERPRISE CT	METRO SIGN	CHANGE OUT	4,500	47	\$50.00
20221524	12/28/2022	O - Sign	1049 VISION BLVD STE 300	SIGN FACTORY LLC	WALL SIGN	0	0	\$50.00
20221523	12/28/2022	O - Sign	129 W MACARTHUR ST	SIGN FACTORY LLC	WALL SIGN	0	0	\$50.00
20221515	12/22/2022	O - Sign	1533 N HARRISON AVE	YEARWOOD DESIGN WORKS	POLE SIGN	0	0	\$50.00
20221420	12/13/2022	O - Sign	700 E INDEPENDENCE ST	SIGN WORKS	SIGN PERMIT	800	40	\$50.00
20221518	12/27/2022	P - Plumbing	717 W WOOD	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50
20221516	12/27/2022	P - Plumbing	703 N PENNSYLVANIA	COWBOYS PLUMBING	SEWER LINE	0	0	\$54.50
20221474	12/19/2022	P - Plumbing	215 W 35TH	LINNS PLUMBING LLC	REMODEL	0	0	\$54.50
20221469	12/15/2022	P - Plumbing	624 S BROADWAY	OMAR PLUMBING	RE PLUMBING HOUSE	0	0	\$54.50
20221468	12/15/2022	P - Plumbing	1141 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221467	12/15/2022	P - Plumbing	1139 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221466	12/15/2022	P - Plumbing	1137 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221465	12/15/2022	P - Plumbing	1135 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221464	12/15/2022	P - Plumbing	1133 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221463	12/15/2022	P - Plumbing	1131 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221462	12/15/2022	P - Plumbing	1129 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221461	12/15/2022	P - Plumbing	1127 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221460	12/15/2022	P - Plumbing	1125 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221459	12/15/2022	P - Plumbing	1123 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50

20221458	12/15/2022	P - Plumbing	1121 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221457	12/15/2022	P - Plumbing	1119 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221456	12/15/2022	P - Plumbing	1117 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221455	12/15/2022	P - Plumbing	1115 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221454	12/15/2022	P - Plumbing	1113 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221453	12/15/2022	P - Plumbing	1111 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221452	12/15/2022	P - Plumbing	1109 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221451	12/15/2022	P - Plumbing	1107 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221450	12/15/2022	P - Plumbing	1105 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221449	12/15/2022	P - Plumbing	1103 N CAMMACK CIR	KENNEDY PLUMBING	ADD ON	0	0	\$54.50
20221427	12/15/2022	P - Plumbing	116 N BEARD	COWBOYS PLUMBING, LLC	REPLACE	0	0	\$54.50
20221421	12/14/2022	P - Plumbing	4 DUSTIN CIR	TIPTONS PLUMBING AND SEWER LLC	REPAIR	0	0	\$54.50
20221396	12/12/2022	P - Plumbing	615 N LOUISA	STANFIELD PLUMBING LLC	SEWER TAP.	0	0	\$429.50
20221393	12/9/2022	P - Plumbing	2320 N HARRISON AVE	PIPED OUT PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20221391	12/8/2022	P - Plumbing	611 N CHAPMAN	DALES PLUMBING	GAS PRESSURE TEST	0	0	\$54.50
20221378	12/6/2022	P - Plumbing	2719 WOODLAWN CT	LIBERTY PLUMBING	GAS LINE	0	0	\$54.50
20221377	12/6/2022	P - Plumbing	543 W POPLAR	CUTTERS PLUMBING LLC	REPLACE	0	0	\$54.50
20221364	12/2/2022	P - Plumbing	2524 N HARRISON AVE lot 106	SUPER ROOTER PLUMBING& DRAIN CLEANING	GAS PRESSURE TEST	0	0	\$54.50
20221363	12/2/2022	P - Plumbing	2524 N HARRISON AVE lot 108	SUPER ROOTER PLUMBING & DRAIN CLEANING LLC	gas pressure test	0	0	\$54.50
20221367	12/5/2022	PC - Lot Split	303 S LEO	GLEN WELCH	LOT SPLIT	0	0	\$75.00
20221357	12/1/2022	PC - Plat -	MARKETPLACE	BRADY ALI	FINAL PLAT	228	0	\$228.00

		Final	BOULEVARD	PROPERTIES LLC	APPLICATION			
20221359	12/1/2022	PC - Plat - Preliminary	MARKETPLACE BOULEVARD	BRADY ALI PROPERTIES, LLC	PRELIMINARY PLAT	228	0	\$228.00
								\$47,186.66

Total Records: 182

1/3/2023

Regular Board of Commissioners

3. c.

Meeting Date: 01/17/2023

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Urban Renewal Authority

Glenda Pierce 1st Full Term Expires: February 2, 2026

Replaces Abby Flood – Resigned (Effective February 2, 2023)

Carol Valentine 1st Full Term Expires: February 2, 2026

Replaces Candida Hurley – Resigned

Attachments

SURA - Pierce

SURA - Valentine



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Glenda Pierce</u>	Application Date: <u>11/15/2022</u>
Address: <u>633 N Park Ave</u>	Date of Birth: <u>12/29/1982</u>
Mailing Address: <u>633 N Park Ave</u>	
Daytime Phone: <u>405-706-1623</u> Fax: <u>405-395-9681</u>	Email: <u>gspjourney22@gmail.com</u>
Profession: <u>Insurance Producer Lonnell Alexander State Farm</u>	
Business Name: _____	
Business Address: <u>1328 N Harrison Ave ste 400</u>	
Business Phone: <u>405-395-9680</u> Fax: <u>405-395-9681</u>	Email: <u>glenda@lonnellalexanderagency.com</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 1

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

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

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

I am new to Shawnee and I truly wish I would have known more about this community before. There is so much potential in this town to make amazing things happen. I look forward to being a part of this exciting process.

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 have many years of experience volunteering in civil and professional organizations. I find it extremely rewarding to help your community better itself. I believe you can only grow as a professional and as a community with the help of those that live within it. I am dedicated to helping the community grow and thrive.

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

Since relocating to Shawnee I have not found an organization as of yet. This opportunity is extremely exciting.

List education, including degree(s) earned:

Business Management from The University of Tulsa

Licensed insurance agent and Adjuster State of Oklahoma Department of Insurance.

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

I served on the committee for the National Tornado Summit for 8 years under John Doak and the Department of Insurance.

I have also served as a Board of advisors for the Greater Oklahoma City Chamber of Commerce.

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

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

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Robin Arthur	Professional Associate	405-431-7106
Shane Loftis	Professional Associate	405-250-7245
Felecia Farha	Professional Associate	405-740-8207

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 Glenda Pierce

Date 11/15/2022

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



RECEIVED
NOV 28 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Carol Valentine</u>	Application Date: <u>11/26/2022</u>
Address: <u>5 E. Pulaski St Shawnee 74804</u>	Date of Birth: <u>03/01/1950</u>
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-432-7457</u> Fax: <u>None</u>	Email: <u>carolfebxiv@gmail.</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____	Email: _____

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 39

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
To assist the city in the better use of existing and proposed infrastructure.

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?

Experience interpreting financial statements. Assistance preparing grants.

Experience interpreting federal regulations into local policy.

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

Enthusiastic voter since 1971. Staying informed of local, state, and federal issues.

List education, including degree(s) earned:

Bachelor of Science in Education, Central State University 1976

Master of Science in Management, Southern Nazarene University 1997

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Marty Lewis	Former Superintendent GCTC	405-623-9444
Neisha Haskins	Former Co-Worker	405-623-2876
Patsy Waller	Neighbor/Friend	405-343-5014

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 Carol Valentine

Date 11/26/2022

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

6.

Meeting Date: 01/17/2023

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Engineering Services.

Attachments

Memo

Agreement



Office of Engineering

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

Date: January 12, 2023
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an Agreement between the City of Shawnee and Burns and McDonnell Engineering Company for Engineering Services.

Background: In August of 2022, the City of Shawnee advertised for on-call engineering design services for American Rescue Plan Act (ARPA)-funded water distribution and wastewater collection project design. The Request for Qualifications (RFQ) was publicized in the newspaper, the City website, and other online platforms. The requested Statements of Qualifications (SOQ) from responding firms were due on August 26, 2022, and the City received 15 submittals.

City staff completed their review of the submitted SOQs, and the proposed agreement with Burns and McDonnell Engineering Company is the last of three general service agreements with the top-ranking respondents.

Although the general service agreement does not immediately encumber City funding, it sets in place the contractual provisions that will govern future task orders for select individual and/or bundled water and wastewater line replacement projects.

Staff has reviewed the agreement and recommends approval.

Financial Impact: N/A

Attachment: General Service Agreement

Staff Recommendation: Approval of the item.



**PROFESSIONAL SERVICES AGREEMENT – TASK ORDER
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2)**

This AGREEMENT is made as of January 5, 2023, by and between The City of Shawnee, Oklahoma (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

OWNER from time to time requires professional services in connection with the construction, design, operation and maintenance of its facilities. Therefore, OWNER and ENGINEER, in consideration of their mutual covenants, agree as follows:

ENGINEER shall serve as OWNER'S professional engineer in those assignments to which this AGREEMENT applies and shall give consultation and advice to OWNER during the performance of ENGINEER'S services all in accordance with the scope of services set forth in the applicable Task Order.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Services on any assignment shall be undertaken only upon written authorization of OWNER and agreement of ENGINEER. The parties shall use the form of Task Order attached hereto as **Exhibit A**.

1.2 Assignments may include Basic Services and/or Additional Services of ENGINEER.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General. The Basic Services may include any of those tasks listed in this Section 2, as identified in the Task Order for a specific project.

2.1.1 Civil, structural, mechanical, electrical engineering services, architectural services, or other consulting services identified in the Task Order(s).

2.1.2 Advise OWNER as to the necessity of OWNER providing or obtaining services or data from others described in Paragraph 4.3, make recommendations as to the possible sources of such services, and act as OWNER'S representative in connection with any such services.

2.2 Concept Development

2.2.1 Consult with OWNER to determine OWNER'S requirements for the Project and available data.

2.2.2 Provide special analyses of OWNER'S needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

2.2.3 Provide general economic analyses of OWNER'S requirements applicable to various alternatives.

2.2.4 Prepare a Concept Development Report summarizing studies performed in accomplishing Paragraphs 2.2.2 and 2.2.3, including findings and recommendations for the Project, and furnish electronic review copies of the Report to OWNER.

2.3 Schematic Design Services

2.3.1 On the basis of OWNER'S concurrence with recommendations of the Concept Development Report, prepare schematic design documents indicating clearly the considerations involved and the alternative solutions available to OWNER; the schematic design may include schematic layouts,

sketches, and preliminary design criteria, and set forth ENGINEER'S recommendations and establish the scope of the Project.

2.3.2 Prepare a preliminary cost opinion for the Project.

2.3.3 Furnish electronic copies of the above schematic documents and cost opinion.

2.3.4 Revise schematic design documents in response to OWNER'S and other parties' comments, as appropriate, and furnish final electronic copies of the revised schematic design documents to the OWNER.

2.4 Preliminary Design Services

2.4.1 On the basis of the approved schematic design documents, prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.

2.4.2 Prepare a revised preliminary cost opinion for the Project based on the information contained in the preliminary design documents.

2.4.3 Furnish electronic approval copies of the above preliminary design documents and revised cost opinion.

2.5 Final Design Services

2.5.1 On the basis of the approved preliminary design documents, prepare for incorporation in the Contract Documents detailed drawings to show the character and scope of the Work to be performed by contractors on the Project (hereinafter called the "Contract Drawings"), and Invitation to Bid, Instructions to Bidders, Bid Form, Agreement and Bond forms, General Conditions, and Specifications (all of which, together with the Contract Drawings, are hereinafter called the "Bid Documents") for review and approval by OWNER, its legal counsel, and other advisors as appropriate, and assist OWNER in the preparation of other related documents.

2.5.2 Provide technical criteria, written descriptions, and design data for OWNER'S use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist OWNER in consultations with appropriate authorities.

2.5.3 Advise OWNER of adjustments in excess of ten percent of the cost opinion for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost opinion for the Project based on the final Bid Documents.

2.5.4 Furnish electronic approval copies of the final Bid Documents.

2.6 Bidding or Negotiating Services

2.6.1 Assist OWNER in obtaining and evaluating bids or negotiating proposals and preparing construction contracts.

2.6.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime construction contractor(s) [hereinafter called "Contractor(s)"], for those portions of the work as to which such acceptability is required by the Bid Documents.

2.6.3 Make recommendations regarding award of construction contracts.

2.7 Construction Phase Services

2.7.1 Consult with and advise OWNER and act as OWNER'S engineer as provided in ENGINEER'S standard General Conditions for the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as assigned in said General Conditions shall not be modified without ENGINEER'S written consent.

2.7.2 Consult with and advise OWNER and act as OWNER'S engineer as may be provided in OWNER'S construction contract conditions furnished pursuant to Paragraph 4.11 herein. The extent and limitations of the duties, responsibilities, and authority of ENGINEER as may be assigned in said construction contract conditions or in supplements prepared thereto shall not be modified without ENGINEER'S written consent.

2.7.3 As OWNER'S engineer, ENGINEER shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor's failure to perform construction work in accordance with the Contract Documents, all of which shall remain the sole responsibility of the OWNER'S Contractor.

2.7.4 Review Contractor(s) schedules for Work progress, equipment and materials procurement, submittals, and values for partial pay purposes, and project cash flow requirements.

2.7.5 Review and accept Submittals of Contractor(s) for conformance with the design concept and intent of the Contract Documents.

2.7.6 Make visits to the Site at intervals appropriate to the stages of construction to (consult with and advise ENGINEER'S Resident Project Representative, if any, and) observe the progress and quality of the executed Work, and to determine, in general, if the Project is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous inspections to check the quality or quantity of the Work.

2.7.7 Issue all instructions of OWNER to Contractor(s); prepare routine Supplemental Instructions, Change Orders and Construction Change Directives, as required; act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the parties thereto, and make decisions on claims of OWNER and Contractor(s) relating to the execution and progress of the Work and other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by ENGINEER in good faith.

2.7.8 Review Contractor(s) applications for payment and supporting data, determine the amounts owing to Contractor(s), and approve in writing all payments to Contractor(s) in accordance with the Contract Documents.

2.7.9 Render periodic Work progress reports to OWNER.

2.7.10 Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in general in accordance with the Contract Documents, so that ENGINEER may approve, in writing, final payment to each Contractor.

2.8 Post-Construction Services

2.8.1 Provide qualified engineers during equipment start-up and instruct OWNER'S personnel in equipment function and intended use.

2.8.2 Prepare a reproducible Record Set of drawings revised to show significant changes made during construction of the Project in accordance with records provided by Contractor and ENGINEER'S Resident Project Representative, if any.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by OWNER and agreed to in writing by ENGINEER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

3.1.1 Grant and Loan Assistance

Prepare applications and supporting documents for governmental grants, loans, or advances.

3.1.2 Financial Consultation

Consult with OWNER'S fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.3 Property Procurement Assistance

Determine land and easement requirements and provide consultation and assistance on property procurement as related to professional services being performed.

3.1.4 Administrative Assistance

Provide Contract and Project administration to the degree authorized by OWNER.

3.1.5 Obtaining Services of Others

Provide through subcontract the services or data set forth in Paragraph 4.3.

3.1.6 Furnishing renderings or models of the Project for OWNER'S use.

3.1.7 Miscellaneous Studies

Investigations involving detailed consideration of operations, maintenance, and overhead expenses, and the preparation of rate schedules, earnings, and expense statements; feasibility studies; appraisals and valuations; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

3.1.8 Extraordinary Construction-Related Services

3.1.8.1 Additional or extended services during construction made necessary by a force majeure, act of God, governmental action, severe weather, vandalism, terrorism, or other extraordinary event.

3.1.8.2 Consultation or other services after completion of the Construction Phase, such as frequent inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any construction contract.

3.1.8.3 Preparing to serve or serving as a witness for OWNER in any litigation or other legal or administrative proceeding involving the Project.

3.1.9 Preparation of an operating manual for use by OWNER.

3.1.10 Extra Services not specifically defined above that may be authorized by OWNER.

3.2 Resident Services During Construction

3.2.1 If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other party, a Resident Project Representative and assistants shall be furnished and shall act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase.

3.2.2 The Resident Project Representative, through more extensive on-site observations of the work in progress, field checks of materials and equipment, and maintenance of jobsite records on conditions and activities, shall assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents. However, the furnishing of such resident project representation shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions or programs, or for Contractor(s') failure to perform the construction work in accordance with the Contract Documents.

3.3 Contingent Additional Services

3.3.1 If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the ENGINEER'S control, the ENGINEER shall notify the OWNER prior to commencing such services. If the OWNER deems that such services described in Section 3.3 are not required, the OWNER shall give prompt written notice to the ENGINEER. If the OWNER indicates in writing that all or part of such Contingent Additional Services are not required, the ENGINEER shall have no obligation to provide those services.

3.3.2 Making revisions in Drawings, Specifications, or other documents when such revisions are:

3.3.2.1 inconsistent with approvals or instructions previously given by the OWNER, including revisions made necessary by adjustments in the OWNER'S program or Project Budget.

3.3.2.2 required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.

3.3.2.3 due to changes required as a result of the OWNER'S failure to render a decision in a timely manner.

3.3.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the OWNER'S schedule, or the method of bidding or negotiating and contracting for construction.

3.3.4 Preparing Drawings, Specifications, and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Work Change Directives.

3.3.5 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revision to Drawings, Specifications, and other documentation resulting therefrom.

3.3.6 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.7 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

3.3.8 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.9 Prolonged construction administration more than sixty (60) days after substantial completion, or acceleration of the work schedule involving services beyond normal working hours.

3.3.10 Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Final Design Phase.

SECTION 4 - RESPONSIBILITIES OF OWNER

OWNER shall, within a reasonable time, so as not to delay the services of ENGINEER:

- 4.1 Provide full information as to OWNER'S requirements for the Project.
- 4.2 Assist ENGINEER by placing at ENGINEER'S disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- 4.3 Furnish engineering services or data, such as core borings, probings and subsurface explorations; hydrographic surveys; laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic, and utility surveys; zoning and deed restrictions; and other special data or consultations, all of which ENGINEER may rely upon in performing its services under this AGREEMENT.
- 4.4 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform its services under this AGREEMENT.
- 4.5 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 4.6 Provide such professional legal, accounting, financial, and insurance counseling services as may be required for the Project.
- 4.7 Designate in writing a person to act as OWNER'S representative with respect to the services to be performed under this AGREEMENT. Such person shall have complete authority to transmit instructions; receive information; interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements, and systems to be used in the Project; and other matters pertinent to the services covered by this AGREEMENT.
- 4.8 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.10 Furnish, or direct ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this AGREEMENT or other services as required.
- 4.11 If ENGINEER'S standard bidding requirements, agreement forms, and General Conditions are not to be used, but OWNER'S documents are to be used instead, OWNER shall provide copies of such documents for ENGINEER'S use in coordinating the Contract Drawings and Specifications.
- 4.12 Prior to commencement of the services under any Task Order, the ENGINEER may request in writing that the OWNER provide reasonable evidence that the OWNER has made financial arrangements to fulfill the OWNER's obligations under this Agreement and the Task Order. Thereafter, the ENGINEER may request such evidence if: (1) the OWNER fails to make a payment to the ENGINEER as required; (2) a change in the scope materially changes the contract amount; or (3) the ENGINEER identifies in writing a reasonable concern regarding the OWNER's ability to make payment when due. The OWNER shall furnish such evidence as a condition precedent to commencement or continuation of the ENGINEER's services. After the OWNER furnishes the evidence, the OWNER shall not materially vary such financial arrangements without prior notice to the ENGINEER.

SECTION 5 - PERIOD OF SERVICE

5.1 This AGREEMENT will become effective upon the first written notice by OWNER authorizing services hereunder.

5.2 This AGREEMENT shall be applicable to all assignments authorized by OWNER and accepted by ENGINEER subsequent to the date of its execution. All assignments authorized prior to the execution of this document, even if performed in whole or in part before the execution date, shall be governed by the terms and conditions of this AGREEMENT.

5.3 The provisions of this AGREEMENT have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the AGREEMENT. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the completion of said services.

SECTION 6 - COMPENSATION

6.1 Compensation

OWNER shall pay ENGINEER for services rendered and reimbursable expenses as follows, or as stated in the Task Order(s).

6.2 Invoices

Monthly Invoices, in ENGINEER'S standard format, will be submitted by the ENGINEER to the OWNER.

6.2.1 Invoices for Lump Sum compensation will be based on the ENGINEER'S estimated percent of services completed at the end of the preceding month.

6.2.2 Invoices for Time and Materials compensation will be submitted for payment covering services performed and reimbursable expenses with the applicable fee or markup for the preceding month. ENGINEER's time will be billed based on the ENGINEER's Rate Sheet as attached to and/or outlined in the Task Order(s).

6.3 Payments

Invoices are payable upon receipt. A late payment charge of 0.25 percent per month or any partial month will be added to amounts not received within 30 days of the invoice date. Time is of the essence in payments of invoices, and timely payment is a material part of the consideration of this AGREEMENT. Costs, including reasonable attorney's fees, incurred by the ENGINEER in collecting any delinquent amount shall be reimbursed by the OWNER. If a portion of ENGINEER'S invoice is disputed by OWNER, the undisputed portion shall be paid by OWNER by the due date. The OWNER shall advise the ENGINEER in writing of the basis for any disputed portion of any invoice.

6.4 Taxes

Taxes, other than United States federal and state income taxes, and Kansas City, Missouri earnings tax, as may be imposed by the United States, state, and local authorities, shall be in addition to the payment stated under "Amount of Payment".

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Per Occurrence Combined Single Limit/ \$2,000,000 General Aggregate
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional (Errors and Omissions) Liability	\$1,000,000 Per Claim and Annual Aggregate

If requested, ENGINEER will provide to OWNER certificates as evidence of the specified insurance.

7.1.2. Construction Contractors engaged by OWNER on each project on which ENGINEER is providing Services shall be required to provide General Liability Insurance naming the OWNER and the ENGINEER as an additional insureds, and all Construction Contractors' liability insurance policies covering claims for personal injuries and property damage shall be endorsed to add OWNER and ENGINEER using ISO endorsement Forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalents as Additional Insureds. Construction Contractors shall be required to provide certificates evidencing such insurance to the OWNER and ENGINEER.

7.1.3. OWNER and ENGINEER waive all rights of recovery and subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance (including deductibles) during and after the completion of ENGINEER'S services. If the services result in a Construction Phase, OWNER'S construction Contractors shall be required to provide waivers of subrogation in favor of OWNER and ENGINEER for damage or liability covered by any Construction Contractor's policy of insurance. OWNER shall ensure that ENGINEER is a named insured and is provided a waiver of subrogation in their favor on any Builder's Risk insurance procured on a project on which ENGINEER is providing Services whether or not such insurance is procured by OWNER or its Construction Contractors.

7.2 Professional Responsibility

7.2.1. ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER'S services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. If the ENGINEER fails to meet the foregoing standard, ENGINEER will perform at its own cost, and without reimbursement from OWNER, the professional services necessary to correct errors and omissions which are caused by ENGINEER'S failure to comply with above standard, and which are reported to ENGINEER within one year from the completion of ENGINEER'S services for the Project.

7.2.2. The obligations and representations contained in Paragraph 7.2.1 are ENGINEER'S sole obligation and OWNER'S exclusive remedy with respect to defects in the quality of services detected prior to project completion under a Task Order. OWNER'S failure to properly operate and maintain the project shall relieve ENGINEER of its liability for any damage caused in whole or in part by improper operation or maintenance.

7.2.3 No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service or oral or written representation by ENGINEER or its employees or consultants.

7.2.4 Subject to Paragraph 7.14.1 and Section 8, the obligations and remedies stated in this Section 7.2, Professional Responsibility, are the sole and exclusive obligations of ENGINEER and remedies of OWNER, regardless of the cause of action pled including, without limitation, all types of negligence.

7.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER'S experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

7.4 Changes

OWNER shall have the right to make changes within the general scope of ENGINEER'S services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of the OWNER and the President or any Vice President of the ENGINEER.

7.5 Suspension of Services

Should OWNER fail to fulfill its responsibilities as provided under Section 4 to the extent that ENGINEER is unduly hindered in ENGINEER'S services or if OWNER fails to make any payment to ENGINEER on account of ENGINEER'S services and expenses within 90 days after receipt of ENGINEER'S bill therefor, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this AGREEMENT until OWNER has satisfied OWNER'S obligations under this AGREEMENT.

7.6 Termination

7.6.1. Services may be terminated by the OWNER or ENGINEER by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. Failure on the part of the OWNER to make payments to ENGINEER when due shall be considered substantial nonperformance and cause for termination. If so terminated, OWNER shall pay ENGINEER all amounts due ENGINEER for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by ENGINEER in terminating the services.

7.6.2. In the event of premature termination of the Project by the OWNER and through no fault of the ENGINEER, the ENGINEER shall be entitled to recover all reasonable costs and expenses incurred to date of termination, plus all costs incurred to assemble and close Project files and documents.

7.7 Delays

In the event the services of the ENGINEER are suspended or delayed by the OWNER, the ENGINEER shall be entitled to additional compensation for reasonable costs incurred by the ENGINEER in temporarily closing down or delaying the Project and reassigning Project staff and in organizing Project files, records, and work in progress for suspension and later resumption of the ENGINEER'S services. Any adjustment of rates due to delay must first be approved by OWNER before such amounts become due and payable to ENGINEER.

7.8 Legal Fees and Expenses

In the event that a dispute should arise relating to the performance of the services to be provided and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorneys' fees, and other related expenses.

7.9 Rights and Benefits

ENGINEER'S services will be performed solely for the benefit of the OWNER and not for the benefit of any other persons or entities.

7.10 Dispute Resolution

7.10.1 Scope of Section: The procedures of this Section 7.10 and its subparts shall apply to any and all disputes between OWNER and ENGINEER (including disputes involving an officer, director or employee of either party) which arise from, or in any way are related to, this AGREEMENT, including, but not limited to the interpretation of this AGREEMENT, the enforcement of its terms, any acts, errors, or omissions of OWNER or ENGINEER in the performance of this AGREEMENT, whether in contract or in tort, and disputes concerning payment.

7.10.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate and, if necessary, mediate their disputes as set forth in this Paragraph. If timely Notice is given under Paragraph 7.10.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.10.3, 7.10.4, and 7.10.5 have been complied with.

7.10.3 Notice of Dispute

7.10.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

7.10.3.2 For disputes arising after the making of final payment, OWNER shall give ENGINEER written Notice at the address listed in Paragraph 7.18 within ninety (90) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this AGREEMENT that authorize the relief requested.

7.10.4 Negotiation: Within seven (7) days of receipt of the Notice, the Project Managers for the OWNER and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level within twenty-one (21) days after Notice then, upon written request of either side, the matter shall be referred to the Division President of the ENGINEER and the following executive officer of OWNER. These officers shall meet at the Project Site or such other location as is agreed upon within thirty (30) days of the written request to resolve the dispute.

7.10.5 Mediation: If the OWNER'S and ENGINEER'S said officers are unable to resolve the dispute, then either side may request that the matter be submitted to mediation before a mediator mutually agreed upon. If the parties cannot agree on a mediator, then the American Arbitration Association shall appoint one upon request. Any administrative or mediator's fees shall be split equally between the parties. The mediation shall take place in Kansas City, Missouri unless the parties mutually agree on another location.

7.10.6 Arbitration:

7.10.6.1 If the parties are unable to resolve their dispute after at least one session of mediation, then any claim, dispute or other matter in question arising out of or related to this AGREEMENT (including disputes involving an officer, director or employee of either party), whether in contract or in tort, shall be subject to

arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The demand for arbitration shall be filed in writing with the other party to this AGREEMENT and with the American Arbitration Association.

7.10.6.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.10.6.3 No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this AGREEMENT (other than disputes involving an officer, director or employee of either party, or subcontractor to ENGINEER), except by written consent containing a specific reference to this AGREEMENT and signed by the OWNER, ENGINEER, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein.

7.10.6.4 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this AGREEMENT shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.10.6.5 Any legal action necessary to compel, confirm, vacate, enforce, modify or otherwise affect the mediation or arbitration shall be filed in state or federal courts in the State of Missouri and each party expressly consents to jurisdiction therein.

7.10.7 Waiver Upon Final Payment: The making of final payment by OWNER and the acceptance of same by ENGINEER and ENGINEER'S subconsultants shall constitute a waiver of existing claims by the OWNER and such payee except those previously made in writing and identified as unsettled by OWNER at the time of payment, or by the payee at the time of such payee's final invoice. Except for those claims waived under Paragraph 7.1.3, final payment shall not constitute a waiver of claims by the OWNER relating to liens unsettled, or subsequent discovery of services not in compliance with this AGREEMENT. The waivers contained in Paragraph 7.1.3 shall continue to apply after final payment is made.

7.10.8 Waiver Due to Untimely Notice: Claims arising after the making of final payment shall be barred, and no suit or demand may be filed if Notice as stated in Paragraph 7.10.3.2 is not given. Nothing in this Paragraph shall be construed as directly or indirectly limiting the time to institute suit, but rather to give the responding party timely notice and prompt opportunity to investigate the allegations of the dispute.

7.11 The OWNER represents that it has sufficient funds or the means of obtaining funds to remit payment to the ENGINEER for services rendered by the ENGINEER.

7.12 Publications

Recognizing the importance of professional development on the part of ENGINEER'S employees and the importance of ENGINEER'S public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'S services for the Project. Such publications will be provided to OWNER in draft form for OWNER'S advance review. OWNER shall review such drafts promptly and provide OWNER'S comments to ENGINEER. OWNER may require deletion of proprietary data or confidential information from such publications, but otherwise OWNER will not unreasonably withhold approval. The cost of ENGINEER'S activities pertaining to any such publication shall be for ENGINEER'S account.

7.13 Indemnification for Pollution Related Claims

For services involving or related to pollution, toxic substances, or hazardous wastes or asbestos abatement work, OWNER agrees to release, defend, indemnify, and hold harmless ENGINEER and its officers, directors, employees, agents, and consultants and from all liability, claims, demands, damages, losses, and expenses, direct, indirect or consequential, including, but not limited to, claims of OWNER and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs arising out of the performance of this AGREEMENT. This indemnification provision extends to claims against ENGINEER which arise out of the actual, alleged, or threatened dispersal, escape, or release of chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant, or arising out of or resulting from asbestos abatement work.

7.14 Indemnification

7.14.1 Except for those projects identified in Section 7.13, and subject to the provisions of Sections 4 and 8 of this Agreement, ENGINEER agrees to indemnify OWNER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them. Nothing in this Agreement shall require ENGINEER to provide a defense of the OWNER against any claim, suit or complaint.

7.14.2 OWNER agrees to indemnify ENGINEER for damages, costs and expenses (including reasonable attorney's fees) but only to the extent caused by the negligent acts, errors or omissions of OWNER, its officers, directors, shareholders, Contractors, employees, agents, and consultants, and any of them.

7.14.3 OWNER agrees that it will require all construction Contractors to indemnify, defend, and hold harmless OWNER and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, subcontractors, and suppliers.

7.14.4 If the services under a Task Order involve construction, and ENGINEER does not provide services during construction including, but not limited to, on-site observation, site visits, submittals review, and design clarifications, OWNER agrees to indemnify and hold harmless ENGINEER from or against any liability arising from the Project or this AGREEMENT.

7.15 Computer Models

ENGINEER may use or modify ENGINEER'S proprietary computer models in service of OWNER under this AGREEMENT, or ENGINEER may develop computer models during ENGINEER'S service to OWNER under this AGREEMENT. Such use, modification, or development by ENGINEER does not constitute a license to OWNER to use or modify ENGINEER'S computer models. Said proprietary computer models shall remain the sole property of the ENGINEER. OWNER and ENGINEER will enter into a separate license agreement if OWNER wishes to use ENGINEER'S computer models.

7.16 Reuse of Documents

All documents including Contract Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this AGREEMENT are instruments of service in respect of the Project, and ENGINEER shall have the ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the project by OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER'S independent professional associates and consultants from and against all claims, damages, losses, and expenses,

including attorneys' fees arising out of or resulting therefrom. If requested by the Client, such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.17 Electronic Media

Any electronic media furnished with respect to ENGINEER'S services are for OWNER'S information and convenience only. Such media are not to be considered part of ENGINEER'S instruments of service. (Due to the potential that information contained in electronic media can be modified by OWNER or others, ENGINEER, at its option, may remove all indicia of ENGINEER'S ownership and involvement from each electronic display.)

ENGINEER shall not be liable for loss or damage directly or indirectly, arising out of use of electronic media including, but not limited to, any loss of business or incidental or consequential damage. OWNER shall assume all risk and release, indemnify, and hold harmless ENGINEER, its officers, directors, employees, servants, agents, successors, and assigns, from and against each and every claim or cause of action that OWNER or others may have, or which may arise in the future respecting use of the electronic media.

If there is a discrepancy between the electronic media files and the signed and sealed hard copies, the hard copies shall govern.

7.18 Notices

Any Notice required under this AGREEMENT will be in writing, addressed to the appropriate party at the following addresses:

OWNER'S address:

ENGINEER'S address:

Andrew Slotterback
Oklahoma Water Manager
615 North Hudson, Suite 200
Oklahoma City, Oklahoma 73102

7.19 Successor and Assigns

OWNER and ENGINEER each binds itself and its successors, executors, administrators, and assigns to the other party of this AGREEMENT and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this AGREEMENT; except as above, neither OWNER nor ENGINEER shall assign, sublet, or transfer its interest in the AGREEMENT without the written consent of the other.

7.20 Controlling Law

This AGREEMENT shall be subject to, interpreted, and enforced according to the laws of the State of Oklahoma without regard to any conflicts of law provisions

7.21 Entire Agreement

This AGREEMENT represents the entire AGREEMENT between the ENGINEER and OWNER relative to the Scope of Services herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to ENGINEER'S services described herein are superseded. Since terms

contained in purchase orders do not generally apply to professional services, in the event OWNER issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this AGREEMENT. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for the OWNER'S internal management of its operations.

SECTION 8 – LIMITATION OF LIABILITY

8.1 To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ENGINEER, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all claims, losses, liabilities, costs or damages ("Liabilities") whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of ENGINEER, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED the total compensation actually received by ENGINEER under the Task Order out of which the Liabilities arose. The parties agree that specific consideration has been given by the ENGINEER for this limitation and that it is deemed adequate.

8.2 In no event will ENGINEER be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of OWNER, or governmental fines or penalties.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT as of the day and year first above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

OWNER: City of Shawnee, Oklahoma

ENGINEER: Burns & McDonnell Engineering
Company, Inc.

By: _____

By: Leslie M. Duke

Name: _____

Name: Leslie M Duke

Title: _____

Title: President

Regular Board of Commissioners

7.

Meeting Date: 01/17/2023

Task Order

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of Task Order Number One in accordance with the agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Water System Improvements behind Lowe's.

Attachments

Memo

Task Order



Office of Engineering

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

Date: January 17, 2023
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of Task Order Number One in accordance with the agreement between the City of Shawnee and Burns & McDonnell Engineering Company for Water System Improvements behind Lowe's.

Background: On September 9, 2022, Engineering and Public Works briefed the City Commission on multiple projects for which American Rescue Plan Act (ARPA) Funding would be used. This item is the third of multiple design services task orders furthering this effort. The identified project will be a removal and replacement of an existing water main from Commercial Drive, and a looping/extension project north to Interstate Parkway. A visual of the project scope is attached to this memo.

In the last five years, there have been nine (9) main breaks in the project area, and it has been outlined as a high priority. Lowe's annual fire suppression system testing has historically caused water hammering breaks on this dead-end main, causing outages for several businesses in this commercial area. This project was also previously identified in the 2014 Utility Master Plan.

Burns & McDonnell Engineering Company has been selected for this design, and their task order is for \$69,500. The project scope includes:

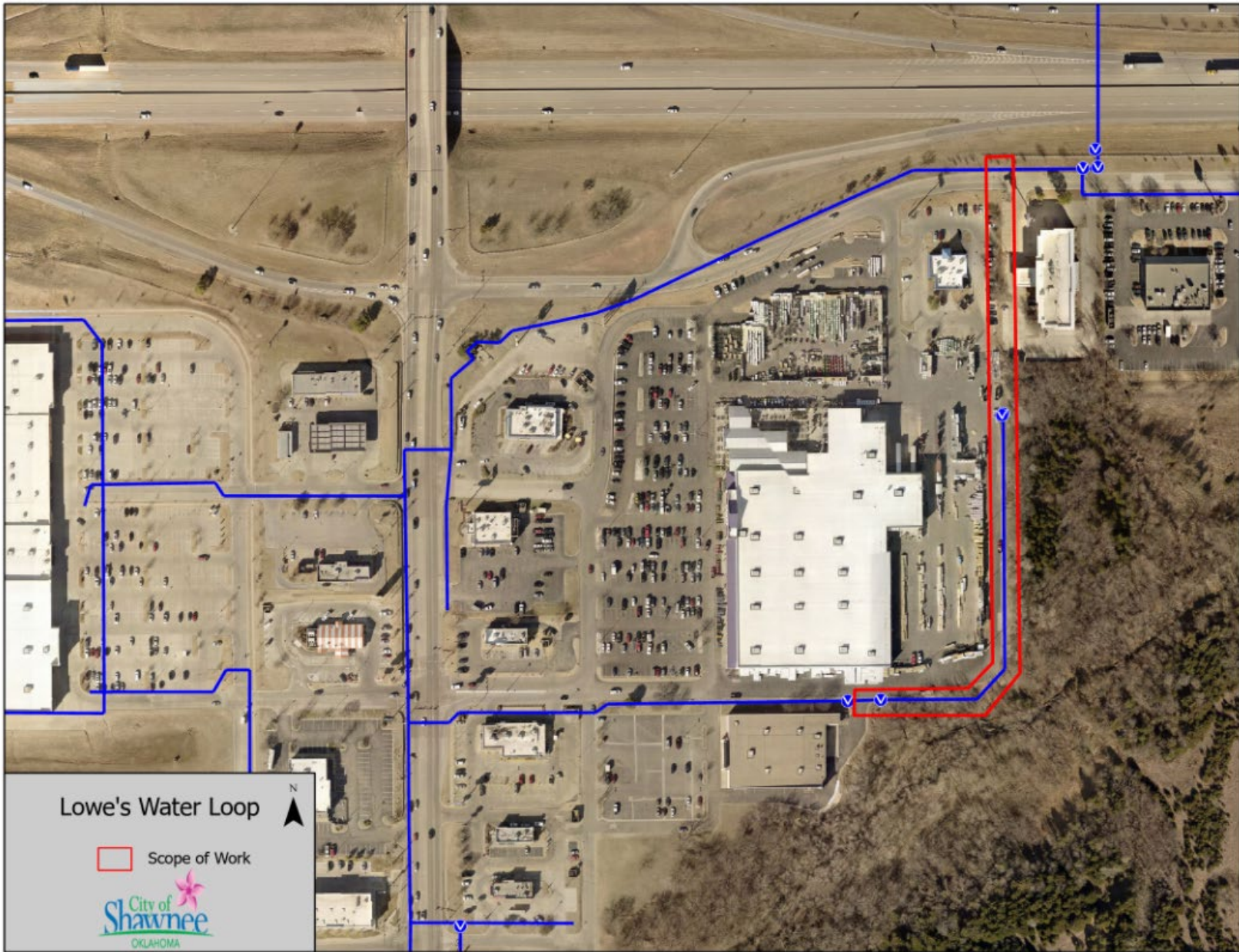
- Survey
- Preliminary and Final Design
- Easement Descriptions for 3 Permanent utility Easements
- Bidding Assistance

Staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$69,500; funded from Capital Outlay-Buildings and Improvements, 304-5-1040-542000

Attachment: Task Order No. 1.

Staff Recommendation: Approval of the item.





**TASK ORDER No. 001 FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

This Task Order No. 001 is entered into and authorized by Owner this _____ day of _____, 2023, by and between The City of Shawnee, Oklahoma (hereinafter called OWNER) and Burns & McDonnell Engineering Company, Inc. (hereinafter called ENGINEER).

The parties agree that the ENGINEER shall perform the following Services in accordance with the terms of the Engineer-Owner Agreement dated _____, 2023:

1. Scope of Services:

See attached Exhibit B - Lowe's Waterline Loop

2. Compensation:

The basis of compensation for the above Services shall be:

Lump Sum Fee of sixty-nine thousand five hundred dollars (\$69,500.00).

3. Other Terms:

A. The terms of this Task Order supersede any contrary terms of the Engineer-Owner Agreement.

B. Time of Service

- a. Services will begin within two (2) weeks after execution of this agreement
- b. It is anticipated the services set forth herein will be complete in approximately four (4) months.

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER No. 00 1 as of the day and year first above written.

OWNER: City of Shawnee, Oklahoma

ENGINEER: Burns & McDonnell
Engineering Company, Inc.

By: _____

By: 

Name: _____

Name: Andrew Slotterback, P.E.

Title: _____

Title: Oklahoma Water Manager

January 5, 2023

Seth Barkhimer
Director of Engineering
City of Shawnee

Re: Lowe's Waterline Loop

Dear Mr. Barkhimer:

In accordance with your request, we are pleased to submit our proposal for services on the referenced Project as follows:

PROJECT BACKGROUND

Burns & McDonnell Engineering, Inc. ("BMcD" hereafter) will provide design services for a waterline replacement and extension project. The City Shawnee, Oklahoma ("Client" hereafter) has asked BMcD to provide a scope of services to design the waterline replacement and extension to include approximately 1,200 linear feet of HDPE piping.

SCOPE OF SERVICES

The following summarizes the services being proposed by BMcD:

1. Task 1: Project Management

- a. Provide the management functions required to successfully complete the scope of work. Tasks include:
 - i. Correspondence with the Client
 - ii. Consultation with the Client
 - iii. Supervision and coordination of services
 - iv. Implementation of a project specific work plan
 - v. Implementation of a quality control/quality assurance plan
 - vi. Scheduling and assignment of personnel resources
 - vii. Monitoring of scope of services work progress
 - viii. Invoicing for work performed
 - ix. Providing project status updates to Client

2. Task 2: Preparation of Detailed Design Schedule

- a. Develop a detailed project schedule outlining the tasks and major milestones dates to be performed throughout the project design phase. Schedule will be provided to Client for review and comment.

Task 3: Design Services

- a. BMcD will schedule a project kick-off meeting to be held with Client and shall include discussion of pertinent items for the project such as:
 - i. Project background and overview
 - ii. Introduce key staff involved in the project
 - iii. Determine lines of communication
 - iv. Identify available existing data and exchange
 - v. Discuss key issues, objectives and goals
 - vi. Review preliminary schedule and milestones
 - vii. Discuss issues of particular concern for the Client
 - viii. Define sub-consultants and their roles
 - ix. Outline potential community concerns
 - x. Discuss methods of construction
 - xi. Other pertinent items
- b. BMcD will conduct a topographical survey to include natural and built environment features, easement research and property line research.
 - i. Potholing of existing utilities is not included.
- c. Project team will generate plan sheets utilizing aerial mapping and survey data.
 - i. Plan sheets will be 22" X 34" or 11" X 17 utilizing BMcD title block
 - ii. Details will be developed by BMcD
 - iii. Two plan submittals are included for this project.
 1. Preliminary Plan Submittal (~30%)
 - a. Plans to determine the horizontal alignment, connections, and proposed easements.
 - b. Design review meeting to be held virtually at a time of mutual agreement.
 2. Pre-Final (95%)
 - a. Plan set to allow Client to identify any necessary changes prior to permitting and bid phase services.
 - b. This submittal will also include the Oklahoma Department of Environmental Quality Application for Permit to Construct and Potable Water Engineering Report form for review and signature.
 - c. Specification booklet to utilize BMcD front end documents and additional forms/documents as required by grant requirements.
 - d. Design review meeting to be held virtually at a time of mutual agreement.
- d. This task order includes the development of easement descriptions for the acquisition of three (3) permanent utility easements for the proposed waterline improvements provided that easements are located within properties with completed property boundaries (Lowe's, IHOP, or Hampton Inn/Midwest

Heritage Inn). Additional easements can be negotiated as an additional service if needed.

3. Task 4: Bid Phase Services

- a. Prepare advertisement for bid which will specifically outline the work requirements, Contractor Requirements, bond requirements, and important bid dates and times. BMcD will coordinate with Client how the advertisement should be provided to potential contractors.
- b. Engineer will coordinate bidding procedures with the Client. BMcD will provide one (1) set of hard copy documents for the Client to have available for viewing at Client's office by prospective bidders. BMcD will also provide electronic (PDF) copies of documents to the Client for placement on Client's website for prospective contractors.
- c. Preparation of addenda. BMcD will respond to questions from contractors during the bidding process and will assemble and transmit addenda information as necessary. The addenda will be incorporated into the Contract Documents.
- d. BMcD will attend the pre-bid conference and site visit to assist the Client in answering questions concerning the design of the project. The meeting agenda will cover important and noteworthy conditions or requirements associated with the bid and the work. Meeting minutes and the sign-in sheet will be distributed to meeting attendees and prospective bidders via addendum.
- e. BMcD will attend the bid opening and assist Client with the bid opening. Bid conditions including discrepancies and irregularities will be documented.
- f. All bids will be collected and evaluated for conformance, completeness, and costs. Irregularities will be documented. An overall bid tabulation will be developed showing provided bid costs in a single spreadsheet. This bid tabulation will help identify computational errors and uncertainties in the bid process.
- g. BMcD will provide a formal, written contractor recommendation for award, which can be presented to council.

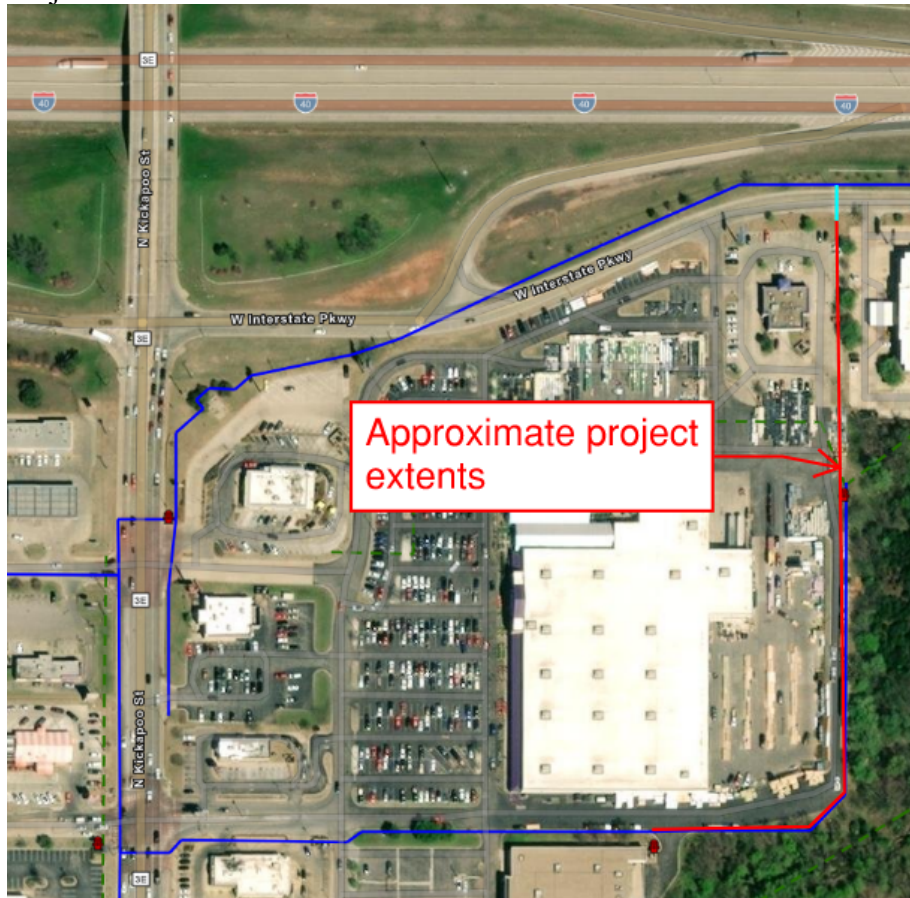
TERMS AND CONDITIONS

Refer to the Engineer-Owner Agreement, incorporated by reference.

CLARIFICATIONS & EXCLUSIONS

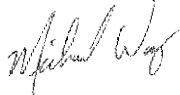
Clarifications and exclusions include but are not limited to the following:

1. Any task not outlined above in the Scope of Work is not included in this proposal. If required, BMcD will submit a separate scope and fee to cover the additional cost.
2. Any construction administration and observation services are not included in this proposal and can be provided per the provided rate sheet.
3. Excludes any permitting and or review fees.
4. Excludes geotechnical investigation.
5. Excludes water modeling.
6. Excludes potholing of existing utilities.
7. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, BMcD has no control over the cost of price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may be materially affect the ultimate project cost or schedule; therefore, BMcD makes no warranty that the Client's actual project costs, financial aspects, economic feasibility, or schedules will not vary from BMcD's opinions, analyses, projections, or estimates.
8. Project area:



We appreciate the opportunity to present this proposal to you and look forward to working with the Client team!

Sincerely,



Michael Way, PE
Project Manager

Regular Board of Commissioners

8.

Meeting Date: 01/17/2023

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a contract between Central Oklahoma Community Action Agency and the City of Shawnee Community Development Block Grant program for administration of Transitional Housing for property owned by the Shawnee Urban Renewal Authority.

Attachments

Memo

Contract



Community Development

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

Date: January 12, 2023
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a contract between the Central Oklahoma Community Action Agency and the City of Shawnee for the administration of a Transitional Housing Program for property owned by the City of Shawnee Urban Renewal Authority.

Background: Since 2021, the Central Oklahoma Community Action Agency (COCAA) has administered a transitional housing program that places qualifying, homeless individuals or families into housing units owned by the City of Shawnee Urban Renewal Authority (SURA).

Enabled through the City of Shawnee's Community Development Block Grant (CDBG) program allocation received from the U.S. Department of Housing and Urban Development (HUD), the proposed contract creates the legal framework related to the City's request for administrative services of the transitional housing program for a home located at 1309 E. Highland St., Shawnee, OK 74801.

Fiscal Impact: No immediate fiscal impact.

Attachment: Contract for Transitional Housing administration services between the City of Shawnee - CDBG Program and Central Oklahoma Community Action Agency.

Staff Recommendation: Approval of the item.

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
BETWEEN THE CITY OF SHAWNEE AND
THE CENTRAL OKLAHOMA COMMUNITY ACTION AGENCY**

This Contract is made and entered into on this 19 day of OCTOBER 2022, by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Central Oklahoma Community Action Agency, an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

WITNESSETH

WHEREAS, the City manages certain Community Development Block Grant (CDBG) properties from the Housing and Urban Development (HUD) contract; and,

WHEREAS, the City has engaged Central Oklahoma Community Action Agency to administer the Transitional Housing program to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing.

WHEREAS, Central Oklahoma Community Action Agency will pay one dollar (\$1.00) annually to the City of Shawnee Urban Renewal Authority to be used as program income, covering the fiscal year from July 1, 2022 to June 30, 2023; and,

WHEREAS, the City has selected Central Oklahoma Community Action Agency as a subrecipient to administer the Transitional Housing Program for the City of Shawnee; and,

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient to provide homeless individuals and families with the interim stability and support to successfully move to and maintain permanent housing. Transitional housing may be used to cover the costs of housing with accompanying supportive services for program participants pursuant to federal rules and regulations. Program participants must have a lease (or sublease) or occupancy agreement in place when residing in transitional housing. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.

- B. **Purpose.** The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. **Scope of Engagement.** Subrecipient shall provide transitional housing to qualified residents for one year from the date of execution of this contract. Such scope of services (“services”) shall include the following:
 - 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
 - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
 - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. **Term.** This contract shall be effective through June 30, 2023, and all services required under this Contract shall be completed within that time.
- E. **Grant Funds Approved.** City shall provide residential property located at 1309 E. Highland for the purpose of transitional housing.
- F. **Payment to City.** Subrecipient shall submit either to the City on or before July 1, 2022, in the amount of one dollar and no/100.
- G. **Timeliness.** All reporting and annual request for contract renewal shall be submitted in writing, thirty (30) days prior to the expiration of current contract.

2. **Records and Reports:**

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR § 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with quarterly accomplishment reports for the duration of the project, with a final report due within fifteen (15) days after contract expiration. Such reports shall be on a form provided by the City and shall include, at a minimum, lease agreement with occupants, income documentation, program usage, number of participants, demographics and expenditures and shall be due to the City CDBG Office on or before the 10th day of each month.

- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
 - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
- 3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
- 4. Uniform Administrative Requirements: Subrecipient shall comply with the requirements and standards of Office of Management and Budget (OMB) 2 CFR Part 200 “Uniform Administrative Requirements, Cost principles, AND Audit Requirements of Federal Awards” (OMB Uniform Guidance), which is incorporated hereby as if fully setout herein.
- 5. Other Program Requirements:
 - A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
 - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
 - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
 - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than seven hundred fifty thousand dollars (\$750,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
 - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
 - D. No employee, officer or agent shall participate in the selection, award or

administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein. Subrecipient agrees to maintain the property free from the illegal use, possession, or distribution of illegal drugs or alcohol. Evidence of use, possession, or distribution of illegal drugs or alcohol shall result in immediate eviction of tenants by the City and/or the Subrecipient.

- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.

6. Suspension and Termination:

- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
- B. Upon default by Subrecipient, City may:
 - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
 - 2) Disallow all or part of the cost of the activity or action not in compliance; and
 - 3) Suspend or terminate, in whole or in part, this Contract; and
 - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
 - 5) Take any other legally available remedy.
- C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. **Reversion of Assets:** At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein. Subrecipient agrees that if it should fail to comply with any provisions of this agreement, it shall be lawful for the City, at its option, to re-enter and take possession upon 30-day written notice to subrecipient, and thereupon this agreement shall terminate. Subrecipient agrees to remove all tenants occupying the property within the 30-day notice period so that the property will be vacant upon City re-entry. The failure of the Subrecipient to insist upon the strict performance of the terms of this agreement shall not be construed as a waiver of the City's right to later enforce provision of the agreement.
8. **General:**
 - A. **Duties of the City.**
 - 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
 - 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
 - 3) Mediate in the event of a dispute between Subrecipient and any contractor or client.
 - B. **Duties of the Subrecipient.**
 - 1) Subrecipient agrees to pay, as they become due, all charges for utilities and other services, during the term of the agreement.
 - 2) Subrecipient agrees to repair, maintain or replace as required any property damage caused by Tenant and routine maintenance up to \$2,500.00. All repairs in excess of \$2,500.00 must be approved by City prior to repairs being performed.
 - 3) Subrecipient will be responsible for lawn maintenance and cleaning of the property.
 - 4) Subrecipient agrees to keep the property in a clean and sanitary condition and to comply with all federal, state, and local laws and regulations, codes and ordinances, restrictive covenants, condominium declarations and bylaws, and homeowners' association rules.

- 5) Subrecipient agrees to obtain an occupancy permit if required and to reimburse City for any fines, penalties, and costs and all liability for violation or noncompliance with any requirements related to the property.
- C. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- D. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage. During the term of the contract and any renewals thereof, subrecipient agrees to maintain casualty and liability insurance on said property.
- E. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
 - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- F. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
 - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.

- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
 - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
 - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- G. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- H. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- I. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- J. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Pottawatomie, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such

courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

- K. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- L. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City of Shawnee
Attn: CDBG Department
16 W. 9th St.
Shawnee, OK 74801

SUBRECIPIENT: Central Oklahoma Community Action Agency
131 N. Bell Ave
Shawnee, Ok 74801

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

- M. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- N. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- O. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- P. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- Q. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein. Subrecipient shall enter into a sublease agreement with each homeless person(s), with said sublease agreement including the following minimum conditions:

- 1) The rental agreement shall provide for month-to-month tenancy under the law of the State in which the property is located and shall be limited to no longer than two years.
 - 2) The sublease shall notify the homeless person(s) that their tenancy is subject to the continuation of LESSEE's lease with LESSOR, and will be terminated in accordance with the requirements of State law upon any termination of LESSEE's lease, either at the initiation of the LESSEE, the end of the term of LESSEE's lease with LESSOR, or by LESSOR upon failure of LESSEE to abide by the terms of the lease.
 - 3) The homeless person(s) as tenant(s) agrees to refrain from using the property for unlawful purposes including, but not limited to, the illegal use, possession, or distribution of drugs or alcohol.
 - 4) The LESSEE (as Landlord) agrees to maintain the property according to local code requirements.
- R. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- S. Employment Verification. The City of Shawnee requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Shawnee are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- T. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Date: _____

"CITY"
The City of Shawnee, Oklahoma,
an Oklahoma Municipal Corporation

City Manager

(SEAL)

ATTEST:

City Clerk

Date: _____



SUBRECIPIENT WITNESS:

Tracy L. Izell
Signature
Tracy L. Izell
Printed Name and Title

"SUBRECIPIENT"

Central Oklahoma Community Action Agency
an Oklahoma Non-Profit Corporation

Barbara Loudermilk
Signature
BARBARA Loudermilk
Printed Name and Title

EXECUTIVE
DIRECTOR

Regular Board of Commissioners

9.

Meeting Date: 01/17/2023

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an agreement with Emergency Services Consulting International for an operational review of the Shawnee Fire Department.

Attachments

Memo

RFP

Consultant Proposal

Agreement



City Manager's Office

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

Date: January 12, 2023
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an agreement with Emergency Services Consulting International for an operational review of the Shawnee Fire Department.

Background: On November 21, 2022, the City of Shawnee issued a request for proposals (RFP) for an operational review of the Shawnee Fire Department (SFD). The purpose of the proposal was to solicit qualified consultants to conduct a third-party, unbiased review and evaluation of present policies and practices of the SFD and produce meaningful and implementable recommendations.

The scope of services provided in the RFP included nine focus areas to ensure a comprehensive analysis:

1. Evaluation of current response capabilities in comparison to best practices.
2. Evaluation of current station locations and future station considerations.
3. Evaluation of apparatus inventory and equipment, including the fleet maintenance program.
4. Evaluation of current service levels and performance.
5. Identification of areas and services where performance levels can be improved.
6. Evaluation of current policies and standard operation procedures as well as identification of potential gaps.
7. Evaluation of department morale including its relation to retention and performance.
8. Evaluation of the number of personnel needed in each division of the department to provide necessary services, including minimum manning levels by shift and by station.
9. Projection of future workload and service demands and the need to add additional personnel or stations.

Five responses to the RFP were received by the December 19, 2022, deadline. Members of an internal review committee evaluated and independently scored each proposal, and then collectively discussed the proposals. The committee consisted of the City Manager, Assistant City Manager, Chief of Fire, Chief of Police, Human Resources Director, and Finance Director.

Of the three highest scoring proposals, City staff conducted additional reference checks and further evaluated the proposals and previous work products to identify the consultant that would best meet the needs of the City of Shawnee. The consultant selected for recommendation to the City Commission is Emergency Services Consulting International (ESCI) for a cost of \$38,550.

Upon approval of the agreement, the operational review will take approximately four months and conclude with a final presentation of the findings and recommendations to the City Commission. The recommendations can then be evaluated and implemented by the City Commission and City staff as appropriate and as funding allows.

Financial Impact: \$38,550, funded from Other Contractual Services, 001-5-0110-53390.

Attachment: Request for Proposals, Consultant Proposal, and Consultant Agreement.

Staff Recommendation: Approval of the item.



November 21, 2022

Request for Proposals for Shawnee Fire Department – Operational Review

1. Purpose of the Proposal

The City of Shawnee, Oklahoma seeks proposals from qualified consultants to conduct a thorough review and evaluation of present policies and practices of the Shawnee Fire Department. Respondents should have experience working with national fire protection standards, as well as fire department operations, policies, and customary procedures within municipalities of a size similar or larger than the City of Shawnee.

2. Agency Background

The City of Shawnee, Oklahoma has approximately 31,500 residents and is a full-service municipality. The City is organized with a Council-Manager form of government. The City Charter and additional City of Shawnee information is available at ShawneeOK.org.

The Shawnee Fire Department (SFD) is a 24/7 operation based out of three fire station locations. The SFD is in the process of incorporating Lexipol as its policy platform. The SFD has one collective bargaining unit: International Association of Fire Fighters (IAFF) which represents all SFD positions not including the Fire Chief, Deputy Fire Chief, and Administrative Assistant.

The department staffing includes:

Administration

Fire Chief	(1)
Deputy Fire Chief	(1)
Administrative Assistant	(1)

Training

Training Chief	(1)
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<u>Fire Marshal's Office</u>	
Fire Marshal	(1)
Deputy Fire Marshal	(1)
<u>Fire Suppression</u>	
Battalion Chiefs	(3)
Majors	(3)
Captains	(6)
Lieutenants	(9)
Sergeants	(15)
Corporals	(4)
Firefighter	(3)
Probationary Firefighter	(5)
<u>Total SFD Personnel</u>	<u>(54)</u>

3. General Scope of Services

The selected firm or entity would conduct a thorough review and evaluation of present policies and practices of the Shawnee Fire Department including, but not limited to:

1. Evaluation of current response capabilities in comparison to best practices.
2. Evaluation of current station locations and future station considerations.
3. Evaluation of apparatus inventory and equipment, including the fleet maintenance program.
4. Evaluation of current service levels and performance.
5. Identification of areas and services where performance levels can be improved.
6. Evaluation of current policies and standard operation procedures as well as identification of potential gaps.
7. Evaluation of department morale including its relation to retention and performance.
8. Evaluation of the number of personnel needed in each division of the department to provide necessary services, including minimum manning levels by shift and by station.
9. Projection of future workload and service demands and the need to add additional personnel or stations.

The selected firm will analyze and assess all information derived through this process and make recommendations for identified gaps between current practices and best practices for each of the above items. The final findings will be prepared and presented to the City Commission and should include practical steps of implementation for any recommended changes.

The selected firm is expected to work closely with the City Manager's Office in fine tuning the final scope of services and expected outcomes. The operational review process should involve active engagement with the City Manager's Office and the Shawnee Fire Department to ensure that the final plan is the proper fit for the community and can be reasonable implemented over a multi-year period.

It is the City's desire that the project be completed within 120 to 180 days of the contract award date.

4. Instructions for Responding

Please provide five (5) physical copies of the RFP response. The submittal must be submitted in a sealed envelope, with one electronic copy on a USB drive or similar device. The submittal must have “RFP Submittal - SFD” and name of the responder clearly written, addressed to:

City of Shawnee
City Manager
ATTN: Andrea Weckmueller-Behringer

Submissions will be accepted by the **City Clerk’s Office**, located at 16 W 9th Street, Shawnee, OK 74801.

Submission Deadline: All RFP responses must be received by **4:00 PM on Monday, December 19, 2022**. Any RFQ received after the time and date specified shall not be considered.

5. Expected Components:

- Cover Letter

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent in a fully executed contract with the City of Shawnee. The letter should include:

- a. Name of Respondent.
- b. Respondent address.
- c. Respondent telephone number and email address(es)
- d. Respondent federal tax identification number.
- e. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate Respondent.
- f. A brief statement of the Respondent’s understanding of the scope of the work to be performed.
- g. A certification that the Respondent has not had a record of substandard work within the last five years.
- h. Any other information that the Respondent feels is appropriate.
- i. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the qualifications.

- Background and Experience

Respondent should:

- a. Describe Respondent’s firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- b. Describe the firm’s workload and current capacity to accomplish the work in the required time.
- c. Describe any characteristics which would be uniquely relevant in evaluating the experience of Respondent’s firm to handle the proposed project.
- d. Describe Respondent’s firm’s current and ongoing presence in Oklahoma.
- e. Provide current information on professional errors and omissions coverage carried by Respondent’s firm, including amount of coverage.

- f. Provide a description of at least three (3) projects of similar size and scope, performed within the past five (5) years, where the firm was the lead consultant. Include the name of the client, project name and location, and name and phone number of a contact person for the project.

- Specialized Knowledge

Respondent should:

- a. List the name, address, phone number, and contact for any subconsultants that the engineering firm anticipates using to complete the Scope of Work.
- b. Present the respondent's understanding of critical project issues in the proposed project.
- c. Outline potential project innovations and associated cost savings for implementation of final recommendations.

- Personnel/Professional Qualifications

Respondent should:

- a. Identify staff members who would be assigned to act for Respondent's firm in key management and field positions providing the services described in the *General Scope of Services* and the functions to be performed by each. Provide an organizational chart if necessary.
- b. Include résumés or curriculum vitae of each such staff member designated above, including name, position, telephone number, email address, education, and years and type of experience.
- c. Estimate the number of persons to be assigned to this project, indicating the number working in Oklahoma and the number working elsewhere, if any.

- Refined Scope, Proposed Fee, and Schedule

Respondent should:

- a. Provide a detailed scope of services that identifies additional areas of review specifically focused on efficiency of response, financial sustainability of operations, and department cohesion.
- b. Include proposed fee amount to satisfy the Scope of Services.
- c. Provide a general timeline for accomplishing the Scope of Services.

6. Evaluation Criteria

The City of Shawnee retains the right to reject all responses and to re-solicit if deemed to be in the best interest of the City.

The City of Shawnee will evaluate each potential respondent in terms of its:

- Professional qualifications necessary for satisfactory performance of required services;
- Specialized experience and technical competence in the type of work required;
- Reasonableness, as determined by the City, of the detailed scope, proposed fee, and project timeline;

- Past performance on recent projects in terms of cost control, quality of work, and compliance with performance schedules;

The Respondents will be evaluated on the basis of the written material submitted and according to the following factors:

- | | |
|--|--------|
| • Experience of the firm with this particular scope of services | 25 pts |
| • Experience of the assigned team with similar projects | 25 pts |
| • Detailed scope, proposed fee, and project timeline | 25 pts |
| • Reference from other clients attesting to firm's ability to satisfactorily meet similar scope services | 25 pts |

The City will establish an Evaluation Committee whose members will evaluate and rank each submittal based on the required information provided. Evaluation factors are based on the abilities of the proposer to efficiently perform the Scope of Services as generally outlined in this document. The Evaluation Committee will seek to identify the proposal which will best meet the needs of the City of Shawnee, Oklahoma.

7. Additional Information

- The City of Shawnee anticipates selecting a consultant by January 2023, with the project commencing directly following contract negotiations.
- The selected consultant(s) should be able to enter a contract with the City of Shawnee and begin work within one month of a contract being approved by the City.
- The City of Shawnee reserves the right to award a single contract or multiple contracts for any combination of items, to waive technicalities, request additional documentation of any firm at any time, reject or negotiate any and all proposals.
- The City will not be obligated to the selected firm(s) until a written contract for services is fully approved and executed by both parties.
- No contract shall be assigned or any part of the same subcontracted without the prior written consent of the City.
- The City will not be liable for any costs incurred by the Respondent in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.
- If a contract is awarded, no cost chargeable to such contract may be incurred before receipt of a fully executed contract.
- All data, documents, and other information provided by the consultant shall become the property of the City of Shawnee.

8. Questions

All questions concerning this RFP shall be communicated to the City Manager Andrea Weckmueller-Behringer, in writing, via email to Andrea.Weckmueller-Behringer@ShawneeOK.org.

Project Proposal



Shawnee Fire Department- Operational Review

Prepared by:



**Emergency Services
Consulting International**

25030 SW Parkway Avenue, Suite 330
Wilsonville, OR 97070

P 1.800.757.3724 | **E** info@esci.us | **W** www.esci.us

STATEMENT OF
CONFIDENTIALITY

This proposal and supporting materials contain confidential and proprietary business information of ESCI. These materials may be printed or photocopied for use in evaluating the proposed project but are not to be shared with other parties.



Cover Letter

December 10th, 2022

RE: Shawnee Fire Department- Operational Review

Emergency Services Consulting International (ESCI) is pleased to submit our proposal to provide an Operational Review of the Shawnee Fire Department. ESCI is well-positioned to assist you with this important project. ESCI has worked with many communities across the country; our project team has significant experience in the development and delivery of Operational Reviews, Community Risk Assessments, Standards of Cover, Strategic Plans, Agency Evaluations and Master Plans, Staffing and Organizational Studies, Fire Station Assessments, and similar planning studies and reports.

Established in 1976, ESCI specializes in high quality, professional consulting services to public safety and emergency management organizations throughout the United States and Canada. Considered by many to be the nation's leader in public safety consulting, the ESCI team brings first-hand experience and subject matter experts in emergency planning, mitigation, response, and recovery, with active involvement in highly visible and responsible leadership positions. ESCI operates on the principles of honesty, integrity, and service. You can count on us to understand your issues, challenges, and responsibilities, and to provide proven, community-driven solutions and best practices designed to meet your specific needs, on time and within budget.

ESCI is proposing an Agency Evaluation and Culture Study designed to assess where the SFD is today. This project takes a "snapshot in time" of the department, reviews its configuration, programs and processes, service delivery, and response performance in detail, and compares the conditions found to national standards, best practices, and the experience of ESCI's consultants. It is a gap analysis and can be used as the foundation for future changes and planning.

ESCI is pleased to submit this response and thank you for the opportunity to submit this proposal! We are looking forward to working with you on this important project. Should you have any questions, please do not hesitate to contact me or your Project Oversight, Joe Powers at Joe.Powers@esci.us.

****ESCI is hereby authorizing the submission of this proposal**

**** ESCI has no record of substandard work within the last five years**

Sincerely,

Joe Powers, Managing Director
Emergency Services Consulting International, Inc.
25030 SW Parkway Ave Suite 330
Wilsonville, OR 97070
Fed ID: 23-2826074

Esci.us | Office 503.570.7778 | Cell 804-517-0564
Joe.Powers@esci.us

ESCI Overview



Emergency Services Consulting International (ESCI) is an international firm providing specialized, high-quality professional fire, police, communications, and emergency medical services (EMS) consulting services to organizations throughout the United States and Canada. ESCI has been meeting the needs of emergency services agencies since 1976, and is considered by many to be the nation's leader in emergency services consulting.

Utilizing both full-time staff and over 60 expert field consultants nationwide, ESCI provides consulting services to municipalities; fire, ambulance, and hospital districts; non-profit organizations; and the industrial and commercial community.

ESCI is recognized as an expert in the field by the emergency services community. This is confirmed by our ongoing relationship with the *International Association of Fire Chiefs (IAFC)*, the *Western Fire Chiefs Association*, the *National Fallen Firefighters Foundation*, the *National Volunteer Fire Council*, and the hundreds of clients we serve from coast to coast.

Since the beginning, ESCI has operated on the principles of honesty, integrity, and service. ESCI's philosophy is to maintain an active involvement within the emergency services disciplines and related fields—staying ahead of the rapid changes and issues facing our clients.

The mission of ESCI is to *provide expertise and guidance that enhances community safety*. We accomplish this by providing the highest value of consulting services and educational programs. ESCI utilizes a team of professionals committed to offering highly beneficial programs covering current and anticipated fire, police, communications, emergency management, and EMS issues and needs.

We provide a wide array of services, including organization audits and evaluations, cooperative effort and consolidation, health and safety evaluations; master, strategic, and growth management plans; deployment planning, hazard mitigation planning, executive searches, assessment centers, and customized consulting. ESCI has helped improve emergency services in hundreds of communities throughout the country. Our innovative training programs are improving the way organizations and people work.

ESCI encourages creative solutions to complex system dilemmas. The firm recognizes the cultural, economic, operational, legal, and political realities of the local environment. ESCI avoids pre-conceived biases in order to develop and implement creative and long-lasting solutions. In addition, ESCI equips its clients with the background, understanding, and confidence to tackle future problems as they arise.

ESCI's field associates have been active practitioners in their respective fields, with many involved in highly visible and responsible national leadership positions in fire/rescue services, EMS, and law enforcement. We understand your issues, challenges, responsibilities, and offer proven methods to improve your effectiveness.





The mission of ESCI is to *provide expertise and guidance that enhances community safety*. We accomplish this by providing the highest value of consulting services and educational programs.



The ESCI Advantage

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The *ESCI Advantage* includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your expectations.

ESCI at a Glance

- Mission: Provide expertise and guidance that enhances community safety.
- Established in 1976.
- Headquartered in Wilsonville, Oregon, with a corporate office in Virginia.
- Extensive fire and EMS consulting throughout the U.S. and Canada.
- Fifteen full-time employees, with expert field consultants located throughout the country.



ESCI Offices

In order to better serve our clients, ESCI maintains our Corporate Office in Virginia and a Headquarters Office in Oregon. The following is the contact information for each office, along with a complete organization chart.

Headquarters Office

Andrea Hobi, Business Manager

25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070

Phone: 800.757.3724 • Email: andrea.hobi@esci.us

Corporate Office

Mike Roth, Operations Manager

4795 Meadow Wood Lane, Chantilly, VA 22033

Phone: 703.506.9400 • Email: mike.roth@esci.us

ESCI Organizational Chart

The following is an organizational chart of Emergency Services Consulting International, which includes descriptions of our various positions and services.



ESCI Project Staff





JOE POWERS, MPA, CFO, EFO

ESCI Managing Director

Richmond, Virginia

Education

Master's Degree | Public Administration
Arkansas State University

Bachelor's Degree | Health Sciences
James Madison University

Executive Fire Officer
National Fire Academy

Professional Experience

Past Deputy Fire Chief | Community Risk Reduction

Board Member | IAFC Fire & Life Safety Section

Advisory Council | Vision 20/20 Project

Advisory Council | American Assoc. of Insurance

City Fire Official | Fire Marshal

Public Information Officer

Fire Accreditation Peer Assessor

Fire Credentialing Peer Reviewer

Joe Powers is a 29-year fire service veteran and holds a Master's in Public Administration and a Bachelor's in Health Sciences. Both locally and internationally, Joe works with fire departments to improve operational response, reduce organizational workload, and tie data to strategic decision-making. He worked for 20 years in Henrico County (VA) as a shift commander, strategic planner, accreditation manager, and innovator. Mr. Powers became the first Deputy Chief of Community Risk Reduction at the Charlottesville (VA) Fire Department, a position he built from the ground up. In Charlottesville, Joe believed the industry's value was in response and in building more resilient communities through risk assessment, partnerships, and matching resources to needs. Tying social service, community health, and mental health resources together, Powers and his teams matched resources to the community to decrease the workload in emergency response.

Today, Joe is the Managing Director for the International Association of Fire Chief's consulting firm, Emergency Services Consulting International. Since early 2022, Joe and the ESCI team have been thinking differently to change the world one community at a time.

Additionally, Mr. Powers worked closely with the Center for Public Safety Excellence, the International Association of Fire Chiefs as a board member for the Fire & Life Safety Section, the Vision 20/20 Project as a steering committee member, and frequently speaks at conferences on topics like community risk reduction, strategic planning, and fire service data. Joe lives outside of Richmond, Virginia, with his wife and two boys.



Emergency Services Consulting International
Providing Expertise and Guidance that Enhances Community Safety



CHRIS TRUTY

ESCI Project Manager

Geneva, Illinois

Education

Master's Degree

Leadership & Disaster Preparedness

Grand Canyon University

Bachelor Degree | Fire Service Management

South Illinois University

Professional Experience

Retired Deputy Fire Chief | Mount Prospect, Illinois

Retired Fire Chief | Tri-Lakes Monument Fire

Protection District, Colorado

Firehouse Magazine | Authored and Co-Author of
Professional Articles (Fire Chief Magazine)

Provisional Fire Officer III

Mid-West States' Mutual Aid System (MABAS)

Business Analysis

Software Development & Integration

Chris Truty has over 40 years in the fire service, retiring at the beginning of 2021. His experience includes starting as a volunteer firefighter in suburban Chicago in 1980 and as a career firefighter in 1986. During his career, Chris has held many positions, and his knowledge of the fire service extends from paramedics to chief staff. He retired from his fire chief position in Colorado in 2021. Chris provides project oversight, ensuring ESCI's scope of work and project team fit the needs of each agency.

As fire chief, Mr. Truty successfully rebuilt a struggling young fire district into a highly-sought after and valued organization. Mr. Truty also spearheaded the reorganization of the regional fire chiefs' organization valuing the integration of career and volunteer fire departments. Lastly, he was instrumental in establishing the Operations section in the state fire chiefs association that improved coordination among fire departments statewide.

Mr. Truty was actively involved in emergency management, assisting with the design of his community's local Emergency Operations Center, instructing staff and elected officials on best practices, and assisting the state of Illinois in designing its initial Incident Management Team and being a liaison between the fire service and emergency management professions.

Mr. Truty's parallel interest is in technology. He was instrumental as a software developer in the technology integration and development of fire departments, small businesses, and 9-1-1 communication centers. These combined experiences provide broad background into local fire service organizations' strategic planning and direction.



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Jennifer Flaig

Human Capital Division Director

Manassas, Virginia

Education

Master's Degree
Industrial/Organizational Psychology
Radford University

Bachelor's Degree
Psychology
Salisbury University

Professional Experience

President
Personnel Testing Council
of Metropolitan Washington

Adjunct Professor
George Washington University

Jennifer Flaig brings over 20 years of experience to the Emergency Services Consulting International team, developing and directing testing and training programs for public safety departments throughout the United States. Ms. Flaig holds a master's degree in Industrial Organizational Psychology. Her leadership expertise includes conducting and training on job analysis, test validation, test administration, candidate development, diversity & inclusion, performance evaluation, supervisory and leadership training, and organizational assessment.

In her role as Director of Human Capital at ESCI, her responsibilities include new business development, employee development, budgeting, and the coordination, delegation, and implementation of all client programs. Her team, based out of the Washington (DC) Metropolitan area, is highly efficient and works with clients across the United States.

Ms. Flaig has designed a public safety test preparation book, supervisory training programs, and leadership training programs. She has developed and implemented innovative testing approaches that minimize group differences (adverse impact) and innovative scoring procedures designed to increase assessor consistency and test reliability.

Ms. Flaig is also an adjunct professor at George Washington University in Arlington, VA. In 2022, Jennifer was elected president of the Personnel Testing Council of Metropolitan Washington.



Emergency Services Consulting International
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JEREMEY CRINER, CFO, EFO

Associate Consultant

Siloam Springs, Arkansas

Education

Bachelor's Degree | Fire Science
Columbia Southern University

Executive Fire Officer
National Fire Academy

Professional Experience

Fire Chief | 2016 – Present

Arkansas Fire Chief of the Year – 2022

President
Arkansas State Fire Chief's Association

Chief Fire Officer (CFO) Designation
Center for Public Safety Excellence

Chief Training Officer (CTO) Designation
Center for Public Safety Excellence

Institute of Fire Engineers, 2015-Present

An accomplished professional and published author, Chief Criner specializes in training program development and evaluation, entry-level and promotional assessment centers, strategic planning, and fire department evaluations. In addition, Jeremy provides financial coaching to individuals and organizations in public safety and other governmental areas. Having served in volunteer, combination, and career fire agencies from the local municipal level to fire protection districts, Chief Criner has a wide range of experience that allows for a diverse background of ideas and concepts to develop into a workable solution for any size or make-up of agency.

Chief Criner has degrees in Fire Service Administration and Technology and Fire Science, with additional graduate-level coursework through the National Fire Academy. His background, experience, and education have allowed him to lead organizations successfully through various organizational and cultural advances. As a licensed paramedic, Jeremy has been instrumental in advancing the concept of accreditation for EMS services, leading his department through initial and reaccreditation from the Commission on the Accreditation of Ambulance Services (CAAS). As a designated Chief Fire Officer (CFO) and Chief Training Officer (CTO) through the Center for Public Safety Excellence, Jeremy has developed and implemented a wide array of training programs; from recruit firefighter academy and company officer development all the way to executive level chief officer programs.



Emergency Services Consulting International
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ESCI Scope of Work



Project Understanding

The City of Shawnee, Oklahoma, seeks a professional public safety consulting firm to perform an Agency Evaluation of the Shawnee Fire Department (SFD). The SFD is an all-hazards career fire department serving the approximately 31,500 residents of the City of Shawnee. The department operates three fire stations with fifty-four full-time employees.

The city's leadership requests a qualified consulting agency conduct a thorough review of the policies and practices of the city's fire department. The evaluation should include the following:

- The department's response capabilities in comparison to best practices
- Current station locations and future station considerations
- Apparatus inventory, equipment, and fleet maintenance program
- Current service levels and performance.
- Programs and services which can be improved
- Policies, standard operating procedures, and any identified gaps
- Department morale in relation to employee performance and retention
- Staff analysis across all divisions, including operations staffing on apparatus
- Future workload projection and service demands

ESCI is proposing an Agency Evaluation and Culture Study designed to assess where the SFD is today. This project takes a "snapshot in time" of the department, reviews its configuration, programs and processes, service delivery, and response performance in detail, and compares the conditions found to national standards, best practices, and the experience of ESCI's consultants. It is a gap analysis and can be used as the foundation for future changes and planning.

Agency Evaluation Scope of Work

Phase I: Project Preparation & Data Collection

Task 1-A: Project Initiation & Scheduling

ESCI will develop a project work plan based on the scope of work and converse with the Shawnee Fire Department's project team to gain a comprehensive understanding of the background, goals, and expectations for this project. This work plan will be developed, identifying the following:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This exchange will also help to establish working relationships, make logistical arrangements, determine appropriate lines of communication, and finalize contractual arrangements.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the SFD's assigned project manager. This data will be used extensively in the analysis and development of the agency evaluation. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current fire department studies or research
- City of Shawnee Comprehensive Plan documents, including current and future land use information
- Local census and demographic data
- Zoning maps and zoning code
- Financial data, including debt information, long-range financial plans, and projections
- Department administrative policies and procedures
- Department Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facilities and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data
- Computer-Aided Dispatch (CAD) incident records
- Local Geographic Information Systems (GIS) data, where available

Task 1-C: Employee Survey

The ESCI project team will develop and deploy an anonymous employee feedback and survey tool that will contribute to an overall workforce cultural assessment. ESCI's Human Capital Division staff, experts in Industrial/Organizational Psychology, will work collaboratively with the department's project lead. The survey will solicit various information, including but not limited to employee perspectives.

Task 1-D: Survey Results & Analysis

The ESCI team will analyze the survey results and identify common themes that contribute to cultural dynamics in the workforce. A summary of the findings will be included in the final report. Furthermore, the analytical results will guide ESCI's staff in interviews and observations during the site visit.

Phase II: Site Visit & Cultural Assessment

The ESCI project team will conduct an in-person site visit in the City of Shawnee. The site visit will verify and validate the information received in Phase I and allow the ESCI project team to interact directly with the staff and primary stakeholders.

Task 2-A: Stakeholder Input

The ESCI project team will conduct interviews with and gather information from key personnel, including:

- Elected or appointed officials
- Fire department managers and other key staff
- Finance Director
- City of Shawnee planning staff
- Human Resource Director
- External fire and EMS agencies within the region
- Medical facilities, medical director for regional or community EMS, if applicable
- Individual fire department employees

- Others as they may contribute to this project

The project team may interview key stakeholders of any organization associated with this study. At a minimum, members of the project team will interview appropriate city officials, fire department officials, career members, and others that the project team deems necessary. From these interviews, ESCI will obtain additional perspectives on administrative, operational, economic, and policy issues facing the SFD.

Task 2-B: Employee Interviews

The ESCI project team will conduct individual interviews with, and gather information from, available members of the Shawnee Fire Department workforce. These interviews will further contribute to the Workforce Cultural Assessment. ESCI will interview available on-duty and off-duty employees and conduct a modified SWOT analysis.

Phase III: Fire Department Agency Evaluation

The study will provide a baseline assessment of the current conditions and current service performance of the Shawnee Fire Department. ESCI will conduct an organizational analysis of the department based on the elements included in the following objectives. The purpose of this evaluation is to assess the agency's operations in comparison to industry standards and best practices, as well as to create a benchmark for which future improvements can be measured.

Task 3-A: Organizational Overview

An overview of the Shawnee Fire Department

- Service area population and demographics
- History, formation, and general description of the SFD
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy and standard operating procedure documents to identify potential gaps
- Organizational design
- Financial Overview

Task 3-B: Management Components

The department's basic management processes will be reviewed, including:

- Mission, vision, strategic planning, goals, and objectives
- Internal and external communications processes
- Document control and security
- Reporting and recordkeeping
- Financial controls
- Security
- Information technology systems

Task 3-C: Organizational Planning Processes

The planning processes of the SFD will be identified and reviewed. Key components include:

- Review and evaluate the adequacy of the current planning process
- Internal assessment of critical issues

- Internal assessment of future challenges
- Review elements of tactical planning
- Review elements of operational planning
- Review elements of master planning
- Make recommendations relative to future planning needs

Task 3-D: Staffing

ESCI will review the department's staffing levels. Tasks to be completed include:

- Review and evaluate administration and support staffing levels
- Review and evaluate Suppression Division staffing levels by shift and station.
- Review and evaluate Training Division staffing levels
- Review and evaluate Fire Marshal Division staffing levels
- Review staff scheduling methodology
- Analyze current deployment methods and staffing performance for incidents
- Review responsibilities and activity levels of personnel
- Analyze and determine the future workload in relation to the need for additional resources.

Task 3-E: Personnel Management

The fire department personnel management and human resource systems will be reviewed, focusing on:

- Policies, rules, regulations, manuals, and handbooks
- Reports and recordkeeping
- Compensation
- Labor-management relationships and issues
- Certifications and licensing
- Disciplinary process
- Counseling services
- Application and recruitment processes
- Testing, measuring, and promotion processes
- Health and wellness programs

Task 3-F: Service Delivery and Performance

ESCI will review and make observations in areas specifically involved in or affecting service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

- Service Demand Study
 - Analysis and geographic display of current service demand by incident type and temporal variation
- Resource Distribution Analysis
 - Overview of the current station and apparatus deployment strategy, analyzed through Geographic Information Systems processes, identifying service gaps and redundancies.
 - Evaluation of current station location and assess future station considerations.
- Resource Concentration Study
 - Analysis of response time to achieve a full effective response force

- Analysis of company and staff distribution as related to effective response force assembly
- Response Reliability Review
 - Analysis of current workload, including unit hour utilization of individual companies (to the extent data is complete)
 - Review of actual or estimated failure rates of individual companies (to the extent data is complete)
 - Analysis of call concurrency and its impact on effective response force assembly
- Response Performance Summary
 - Analysis of actual system reflex time performance, analyzed by individual components (to the extent data is available)
- Mutual and Automatic Aid Systems

Task 3-G: Apparatus, Equipment, and Fleet Maintenance

The ESCI project team will review and make observations regarding the following:

- Apparatus inventory, condition, and distribution.
- Apparatus equipment inventory
- Fleet maintenance program

Phase IV: Development, Review, and Delivery of Agency Evaluation Report

Task 4-A: Development and Review of Draft Project Report

ESCI will develop and produce an electronic version of the draft report for review by the department. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. The report will include:

- Detailed narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations for program, service, culture, and policy improvements are highlighted for easy reference and cataloged as necessary in a report appendix
- Practical steps for the implementation of each recommendation will be provided.
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis as necessary

Task 4-B: Delivery and Presentation of Final Project Report

ESCI will complete any revisions of the draft and produce a final version of the written report available as a PDF file. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the public as necessary and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed

- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

Agency Evaluation Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based upon the mutual agreement between City of Shawnee and ESCI. The timeline will not begin until ESCI has been provided with *all* information and data necessary for the successful completion of the project.

Project Phase	Month 1	Month 2	Month 3	Month 4
Phase I: Project Preparation and Data Collection				
Phase II: Site Visit and Cultural Assessment				
Phase III: Fire Department Agency Evaluation				
Phase IV: Develop, Review and Delivery of Final Project Report				

Agency Evaluation Proposed Project Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the Agency Evaluation outlined in the Scope of Work.

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Preparation and Data Collection	\$2,338	\$0	\$2,338
Phase II: Site Visit and Cultural Assessment	\$12,103	\$4,910	\$17,013
Phase III: Fire Department Agency Evaluation	\$9,027	\$0	\$9,027
Phase IV: Develop, Review and Delivery of Final Project Report	\$8,311	\$1,861	\$10,172
Total Cost (Not to exceed):			\$38,550

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

The following are examples of ESCI's experience in providing similar consulting services to various organizations throughout North America. If requested, ESCI can provide more detailed information on any of the projects listed.

Kauai, Hawaii			
Project:	Operational and Utilization Study	Contact:	Steven Goble
Project Manager:	Bill Boyd	Title:	Fire Chief
Population:	72,293	Phone:	808-241-4980
Completed:	August 2021	Email:	kfd@kauai.gov

Project Description:

ESCI was retained by the County of Kauai in late 2020 to conduct an operational and utilization study of the Kauai Fire Department (KFD). ESCI understands that the primary motivation for this study was threefold: 1. To assess the operational deployment of response resources to measure response performance, identify coverage gaps, and assess operational efficiencies related to scheduling and deployment of personnel; 2. Provide the new Fire Chief and Command Staff with data, information, and recommendations on future staffing and deployment needs to address anticipated future growth on the island; and 3. Examine the operational aspects of shift scheduling, work rules, and staffing issues identified in a 2019 overtime usage and retirement system costing audit report.

ESCI gathered significant amounts of data, including budget reports, historical incident data, staffing and scheduling information, collective bargaining agreements, capital facilities, apparatus, and equipment inventories, and policies and procedures related to department operations. In Spring 2021, ESCI representatives conducted a site visit to interview key internal department and County stakeholders, toured each fire station and the Kawa'i Police Department 911 Communications Center, and validated information previously provided by the Department and County.

Enumclaw, Washington			
Project:	Agency Evaluation	Contact:	Randy Fehr
Project Manager:	Bill Boyd	Title:	Fire Chief
Population:	22,027	Phone:	360-825-5544
Completed:	March 2021	Email:	RFehr@EnumclawFire.org

Project Description:

In late Spring 2020, Enumclaw Fire Department (EFD) retained ESCI to conduct an Agency Evaluation. ESCI representatives spent the next several months reviewing incident and GIS data, response plans, organizational constructs, Department support programs, response time performance, and capacity. Several broad recommendations were then developed to help guide the Department in maintaining—or in some cases improving—service delivery to the citizens.



Danville, Virginia

Project:	Agency Evaluation	Contact:	David Coffey
Project Manager:	Rob Graff	Title:	Fire Chief
Population:	40,693	Phone:	434-799-5226
Completed:	March 2020	Email:	Dave.Coffey@danvilleva.gov

Project Description:

The City of Danville retained Emergency Services Consulting International (ESCI) to conduct an Agency Evaluation and ISO Benchmarking Study (provided under a separate cover) of its fire department to include an analysis of potential fire department cost-saving measures proposed by the National Resource Network in its 2017 multi-year financial plan for the City.¹ This study provides an overview of the City and the Fire Department (referred to herein as “DFD” and “the department”) followed by a more comprehensive appraisal of specific aspects of the City of Danville Fire Department based upon ESCI’s completion of fieldwork and analysis of extensive data collected in June 2019.

ESCI Relevant Knowledge and Experience

ESCI’s consultants and project team has a wide variety of experience that includes:

- Fire District/Department deployment principles and practices.
- Fire District/Department staffing practices.
- Fire District/Department firefighter and civilian labor relations.
- Fire District/Department performance measurement.
- Fire prevention, urban-wildland interface, and community risk reduction.
- Fire District/Department dispatch and communications.
- Field operations for fire and emergency medical services.
- Fire services management practices.
- District business practices and governance.
- Fire District/Department fleet management.
- Fire services technology
- Use of live traffic analysis
- Safety and training.
- Land use planning.
- Strategic, master, and business planning.



Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2022

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 WHA Insurance Agency Inc 2930 Chad Drive Eugene OR 97408		CONTACT NAME: Deana Wright PHONE (A/C, No, Ext): 541-284-5117 E-MAIL ADDRESS: dwright@whainsurance.com FAX (A/C, No): 541-342-3786	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Lloyd's of London	
INSURED Emergency Services Consulting International Inc Fields Consulting Fields Consulting Group, Inc 25030 SW Parkway Avenue #330 Wilsonville OR 97070		INSURER B: Twin City Fire Insurance Company	
		INSURER C: HSB Specialty Insurance Co	14438
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 321642235

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		PSK0136659525	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Tenants Liability \$ 250,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PSK0136659525	1/1/2022	1/1/2023	\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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/A			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C B A	Cyber Liability Directors & Officers Professional Liability		660525002 52KB036110222 PSK0136659525	10/9/2021 1/1/2022 1/1/2023	10/9/2022 1/1/2023 1/1/2023	Aggregate 1,000,000 Aggregate 1,000,000 Prof Liab Aggregate 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION Deana Wright

Insured's Copy For Information Purposes ***	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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ACORD 25 (2016/03)

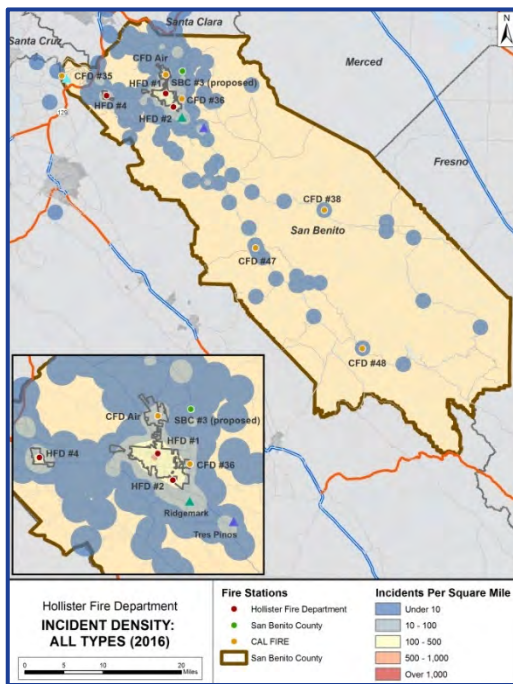
The ACORD name and logo are registered marks of ACORD



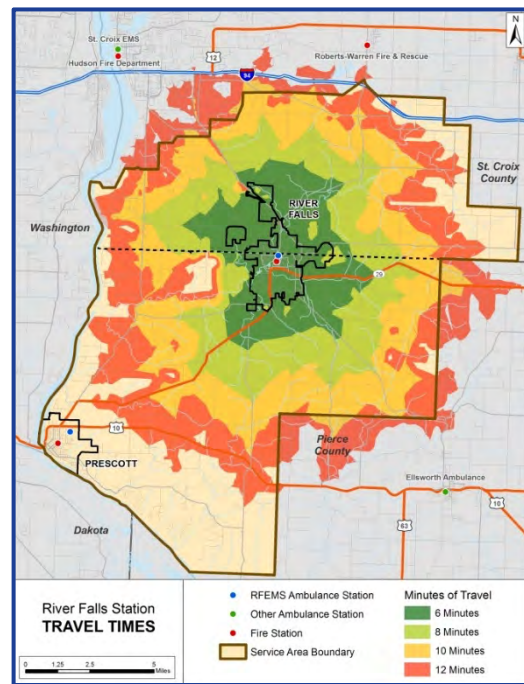
ESCI Examples of GIS Maps & Images

The following represents examples of GIS maps and other images created by ESCI for previous projects.

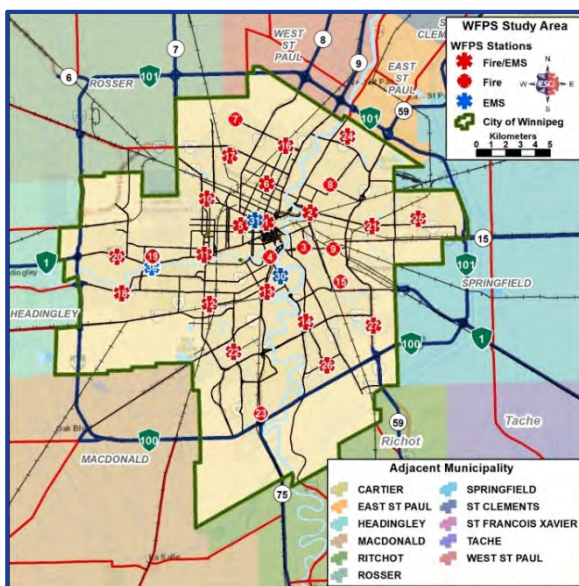
Incident Density Example



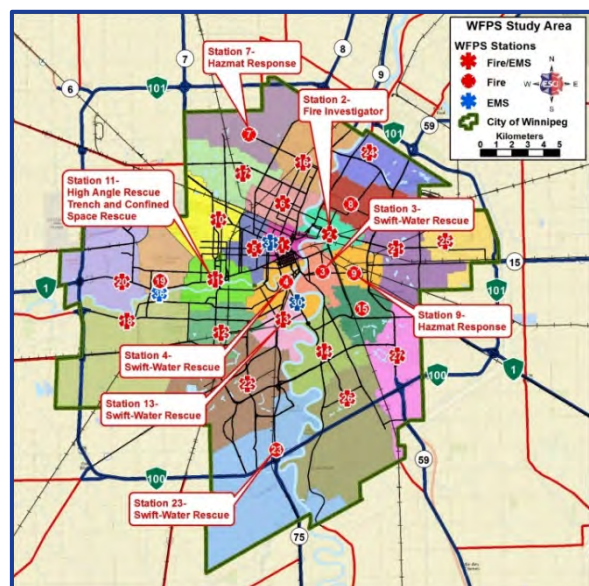
Travel Time Example



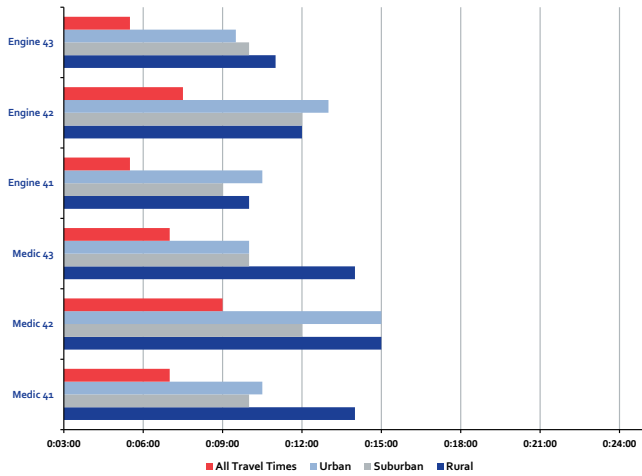
Study Area Example



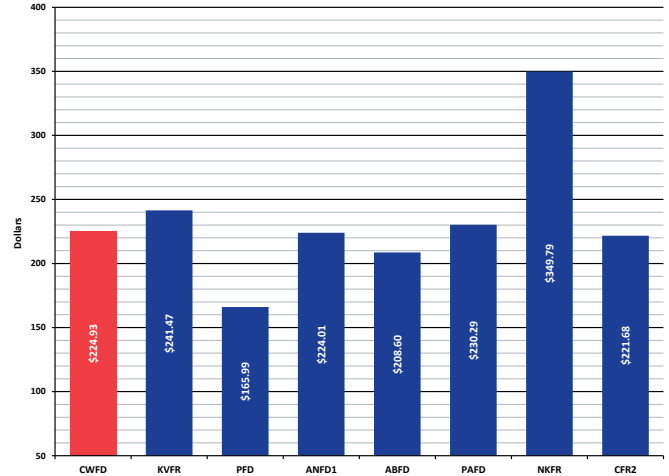
Special Incident Capabilities Example



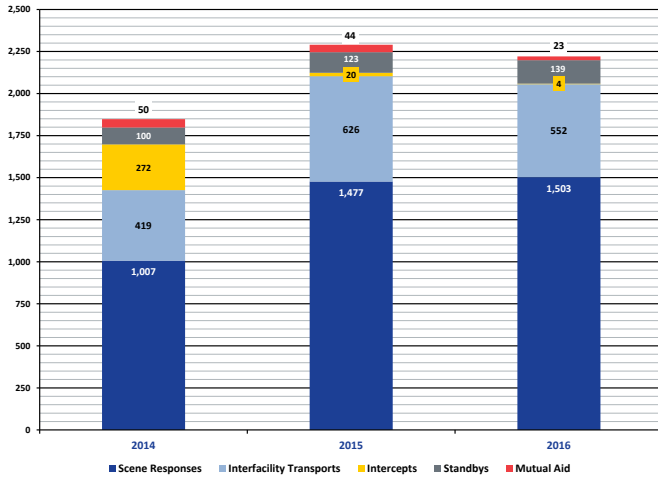
Travel-Time Chart Example



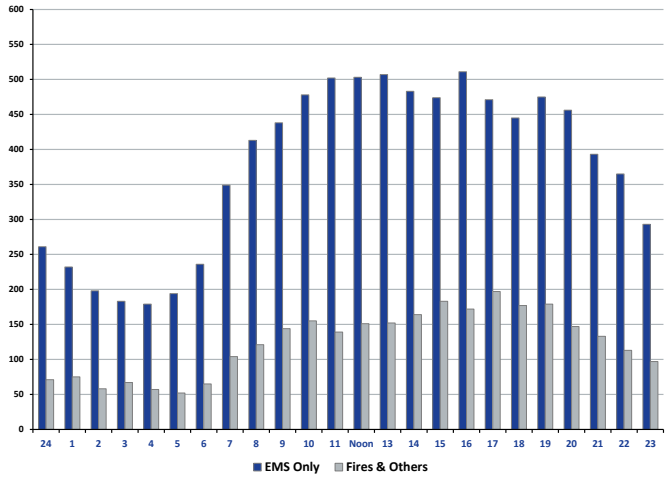
Cost Per-Capita Chart Example



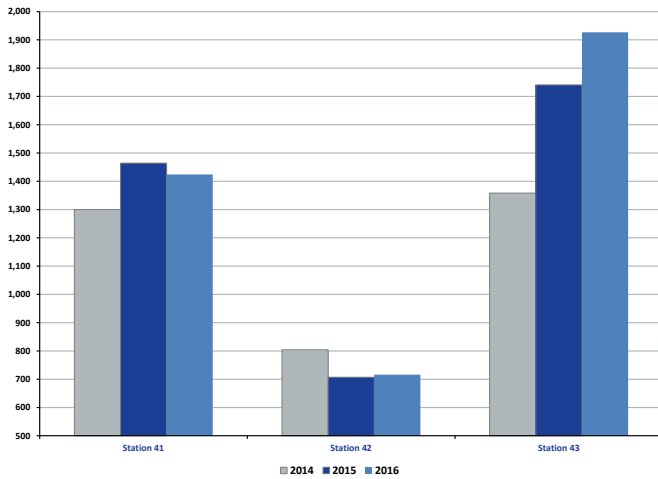
Medic Unit Incident Types Chart Example



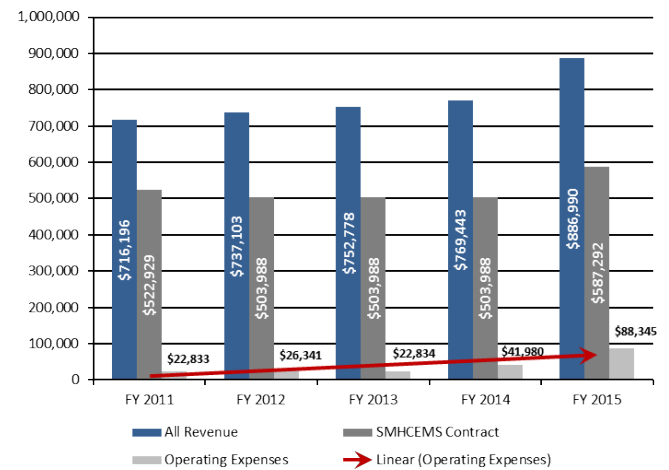
Call Types by Hour-of-Day Example



Service-Demand by Fire Station & Year



Budget Analysis Example



Disclosures & Practices

Conflict of Interest Statement

ESCI has neither directly nor indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation. ESCI is not presently suspended or otherwise prohibited by any government from participation in this solicitation or any other contracting to follow thereafter. Neither ESCI nor anyone associated with ESCI has any potential conflict of interest because of or due to any other clients, contracts, or property interests in this solicitation or the resulting project. In the event that a conflict of interest is identified in the provision of services, ESCI will immediately notify the client in writing.

Insurance & Litigation

ESCI is insured in excess of \$2,000,000. An example of the ESCI liability insurance certificate is included in this proposal. ESCI has no past and/or pending litigation or unresolved lawsuits.

Employment Practices

ESCI is an equal opportunity employer. The company is guided by recognized industry standards, policies, and procedures. ESCI offers a wide range of employee benefits and ongoing training opportunities that has enabled ESCI to attract and retain quality consultants who are recognized as experts in emergency service organization, management, and service delivery. ESCI will not refuse to hire, discharge, promote, demote, or otherwise discriminate in matters of compensation against any person otherwise qualified, because of age, race, creed, color, sex, national origin, ancestry, or handicap.





Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

PERSONAL SERVICES CONTRACT

This agreement made this ____ day of ____ 2023, by and between **XXXXXX** and **Emergency Services Consulting International** doing business as an Oregon corporation in Wilsonville, Oregon, hereinafter called **ESCI**.

WITNESSETH:

1. For and in consideration of the payment, agreements, and scope of work herein attached as **Attachment A** to be made and performed, Client and **ESCI** hereby agree to commence and complete the consultation, to provide the work described, and comply with the terms of the contract to conduct an **XXXXXX (Project)**.
2. **ESCI** will furnish labor, materials, and other services necessary to complete the **Project** for Client, and Client shall provide to **ESCI** the information, data, and assistance required as specified in the attached scope of work.
3. Fees: The Client shall pay **ESCI** a sum not to exceed ____ **Dollars (\$XX,XXX)**, including expenses. Client shall pay **ESCI** according to the following schedule:
 - A. 10% due at contract signing
 - B. Monthly payments as work progresses
 - C. Payment shall be made within 30 days of receipt of invoice
4. This agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
5. The laws of **XXXXXX** shall govern this agreement.
6. **ESCI** shall comply with all federal, state, and local laws applicable to the work under this agreement.
7. Termination. Client may terminate this agreement for any reason upon thirty (30) days written notice to **ESCI**. Payment for all work completed and expenses incurred up to the time of termination shall be due immediately upon termination by Client.
8. Amendment. This agreement may be amended by mutual written agreement of all parties.

9. Independent Contractor. *ESCI* is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this agreement. *ESCI* is not currently employed by Client and will not be under the direct control of Client. Because *ESCI* is an independent contractor, Client will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of Client.
10. Indemnification. *ESCI* agrees to indemnify, defend, and hold harmless Client and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of *ESCI*, *ESCI's* agents, employees, or representatives under this Agreement.
11. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this agreement, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
12. This agreement is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

CLIENT NAME

By: _____ Title: _____ Date: _____
Signature

Emergency Services Consulting International

By: _____ Title: _____ Date: _____
Signature

Scope of Work

Regular Board of Commissioners

11.

Meeting Date: 01/17/2023

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located on Transportation Parkway, containing approximately 5 acres, from C-3 (Automotive Commercial District) with a PUD (Planned Unit Development) to R-3 (Multifamily Residential District). Case No. RZ01-23, Applicant: Nelmon Brauning.

Attachments

Staff Report



Community Development

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

Date: January 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request to rezone from C-3 with a PUD (Automotive Commercial District with Planned Unit Development) to R-3 (Multifamily Residential District) on approximately 5 acres located on Transportation Parkway.
Case No. RZ01-23 | Applicant: Nelmon Brauning

Background: The request for Case No. RZ01-23 was on the agenda of the January 4, 2023, Planning Commission meeting. However, the applicant withdrew the application before the meeting. Public notice had already been served, thus its presence on the agenda

Financial Impact: Not Applicable.

Attachment: Not Applicable.

Recommendation: No action required.



Planning Commission Meeting – 1.4.2023 – City of Shawnee, Oklahoma
Staff Report | RZ01-23 | C-3 (with PUD) to R-3 | Transportation Parkway

Date: 12.29.2022

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from C-3 with a PUD (Automotive Commercial District with Planned Unit Development) to R-3 (Multifamily Residential District) on approximately 5 acres located on Transportation Parkway.
Case No. **RZ01-23** | Applicant: Nelmon Brauning

Background: The applicant has withdrawn this rezoning application. Since public notice has already been served, it is on the agenda.

Recommendation: No action is required.



PLANNING COMMISSION APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: RZ01-23

Project Number: _____

Date Filed: 11/16/22

RC
Planning Commission Secretary

REQUEST:

☒ Rezoning

☐ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit

☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from PUD/C3 District to R3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): TRANSPORTATION PKWAY (SR MTH)

LEGAL DESCRIPTION: See ATTACHED

PROPERTY OWNER (S): KAREN MARIE TWO SHOES

PROPERTY AGENT (APPLICANT): NELMON BRAUNING

APPLICANT'S ADDRESS: 35963 HWY 99A SEMINOLE

CITY: SEMINOLE STATE: OK ZIP: 74868

EMAIL ADDRESS: nbrauning@hotmail.com

TELEPHONE NUMBER: (405) 370-0394 CONTACT NUMBER: () SAME

DIMENSIONS OF PROPERTY:

AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: PUD/C3

CURRENT USE: VACANT

PROPOSED ZONING: R3

PROPOSED USE: Senior MFH

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

**APPLICATION, OFFICIAL OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING**

Nelson Brauning
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

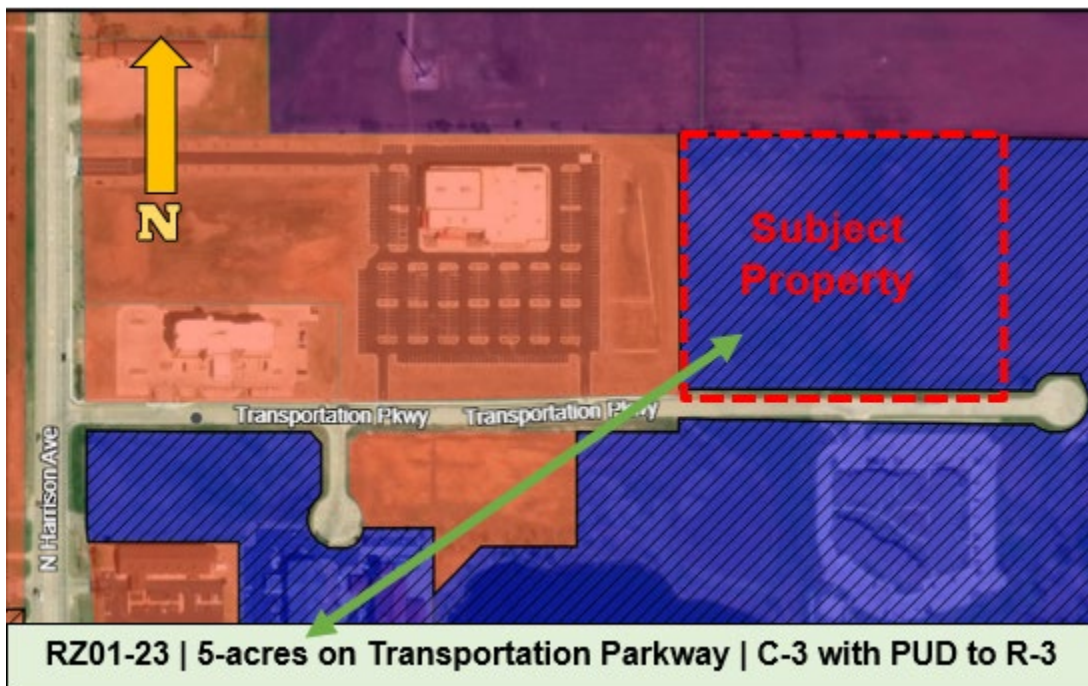
PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Publish December 2, 2022
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ01-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on January 4, 2023, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on January 17, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ01-23**) to rezone from C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) to R-3 (Multifamily Residential District) on a 5-acre parcel located on Transportation Parkway (east of N. Harrison Avenue) and described as:

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP ELEVEN NORTH (T11N), RANGE FOUR EAST (R4E) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF SAID NW/4; THENCE S00°01'41"W ALONG THE WEST LINE OF SAID NW/4 FOR A DISTANCE OF 774.37 FEET; THENCE N89°27'51"E FOR A DISTANCE OF 1,336.83 FEET TO THE POINT OF BEGINNING, BEING THE NORTHWEST CORNER (NW/C) OF LOT 3, YAHGNEE ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY OKLAHOMA; THENCE N89°27'51 "E FOR A DISTANCE OF 512.72 FEET; THENCE S00°42'25"E FOR A DISTANCE OF 540.83 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF TRANSPORTATION PARKWAY; THENCE S89°27'51"W FOR A DISTANCE OF 337.97FEET; THENCE SOUTHWESTERLY ON A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 6855.41 FEET, CHORD BEARING OF S88°44'01"W, CHORD DISTANCE OF 174.76 FEET, FOR AN ARC DISTANCE OF 174.76 FEET TO THE SOUTHEAST CORNER (SE/C) OF LOT 3, YAHGNEE ADDITION; THENCE N00°42'25"W FOR A DISTANCE OF 543.06 FEET ALONG THE WEST LINE OF LOT 3 OF YAHGNEE ADDITION TO THE POINT OF BEGINNING.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



Regular Board of Commissioners

12.

Meeting Date: 01/17/2023

Preliminary Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Preliminary Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. PPL01-23, Applicant: Brady Ali Properties, LLC.

Attachments

Staff Report



Community Development

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

Date: January 12, 2023
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a Preliminary Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres.
Case No. PPL01-23 | Applicant: Brady Ali Properties, LLC.

Background: The subject property is located at 4700 Marketplace Boulevard, which is adjacent to Phase 1 of the Shawnee Marketplace development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay.

Planning Commission recommended approval of the application PPL01-23 at its regular January 4, 2023, meeting on a 7-0 vote. Alternates that were considered are as follows:

- Recommending Approval of Case No. PPL01-23, for the Preliminary Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Preliminary Plat of Shawnee Marketplace, Phase 2, Case No. PPL01-23
- Recommending Deferral of the Preliminary Plat of Shawnee Marketplace, Phase 2 application of Case No. PPL01-23 with a request for additional and specific information to a certain date.

Financial Impact: Not Applicable.

Attachment: Application and supporting documents.

Recommendation: Approval of Case No. PPL01-23 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 1.4.2023 – City of Shawnee, Oklahoma

Preliminary Plat Application – PPL01-23 – Shawnee Marketplace, Phase 2

=====

To: Shawnee Planning Commission
From: Rachel Clyne, City Planner
Date: December 29, 2022
Subject: **Staff Report** – Consideration of a request for a Preliminary Plat, Shawnee Marketplace, Phase 2, on approximately 6.23 acres located at 4700 Marketplace Boulevard.
Case No. PPL01-23 | Applicant: Ali Ghaniabadi

=====

Background: The subject property is located at 4700 Marketplace Boulevard, which is adjacent to the Shawnee Marketplace, Phase 1 development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma.

Discussion:

Findings and Facts

- Staff reviewed the Preliminary Plat submittal of the Shawnee Marketplace, Phase 2 subdivision for accuracy with the Subdivision Regulations.
- A Planned Unit Development (PUD) containing the subject property was approved in March 2014 - (Ord. No. 2540NS).

Reason for Recommendation

- Staff determined the Preliminary Plat was in conformance with the Subdivision Regulations.
- The subdivision is a continuation of a planned development project.
- The City Engineer is satisfied with the Preliminary Plat as submitted.

Recommendation Options

- Recommending Approval of Case No. PPL01-23, for the Preliminary Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Preliminary Plat of Shawnee Marketplace, Phase 2, Case No. PPL01-23
- Recommending Deferral of the Preliminary Plat of Shawnee Marketplace, Phase 2 application of Case No. PPL01-23 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL01-23** for the Preliminary Plat of Shawnee Marketplace, Phase 2 subdivision as presented.

This application will be heard at the City Commission meeting on **Tuesday**, January 17, 2023, at 6:00 p.m. in the City Hall Commission Chambers.

PRELIMINARY PLAT APPLICATION



Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: _____
Project Number : _____
Date Filed: _____
Amount Paid : _____
Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call 878-1616 with any questions.

APPLICANT Brady Ali Properties, L.L.C.

APPLICANT ADDRESS 10601 S. Western Avenue, Oklahoma City, Oklahoma 73170

APPLICANT PHONE NUMBERS Ali Ghaniabadi (405) 410-4528

EMAIL ADDRESS ali@bradyproperties.com

NAME OF PLAT Shawnee Marketplace, Phase2

LOCATION 4700 Marketplace Boulevard, Shawnee, Oklahoma 74804

NUMBER OF ACRES 6.23 NUMBER OF LOTS 1

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 1 = \$3.00

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST \$228.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Brady Ali Properties, L.L.C.

ADDRESS 10601 S. Western Avenue, Oklahoma City, Oklahoma 73170

CONTACT NUMBERS Ali Ghaniabadi (405) 410-4528

EMAIL ADDRESS ali@bradyproperties.com

PROJECT ENGINEER INFORMATION:

NAME Allen Engineering Services, Inc.

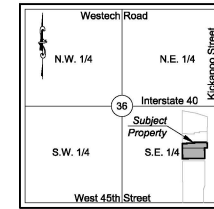
ADDRESS P.O. Box 891747, Oklahoma City, Oklahoma 73189-1747

CONTACT NUMBERS Charles Allen (405) 840-9901

EMAIL ADDRESS callen@aeswins.com

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**

Preliminary Plat of:
Shawnee Marketplace, Phase 2
 A Replat of Lot 3, Block 1, Shawnee Marketplace and
 A Part of the Southeast Quarter, Section 36
 Township 11 North, Range 3 East of the Indian Meridian
 City of Shawnee, Pottawatomie County, Oklahoma



Vicinity Map
 Section 36, Township 11N, Range 3E
 Not To Scale

Sheet Index

- PP1 Existing Site Plan
- PP2 Layout Plan
- PP3 Grading Plan
- PP4 Utility Plan
- PP5 Landscape Plan

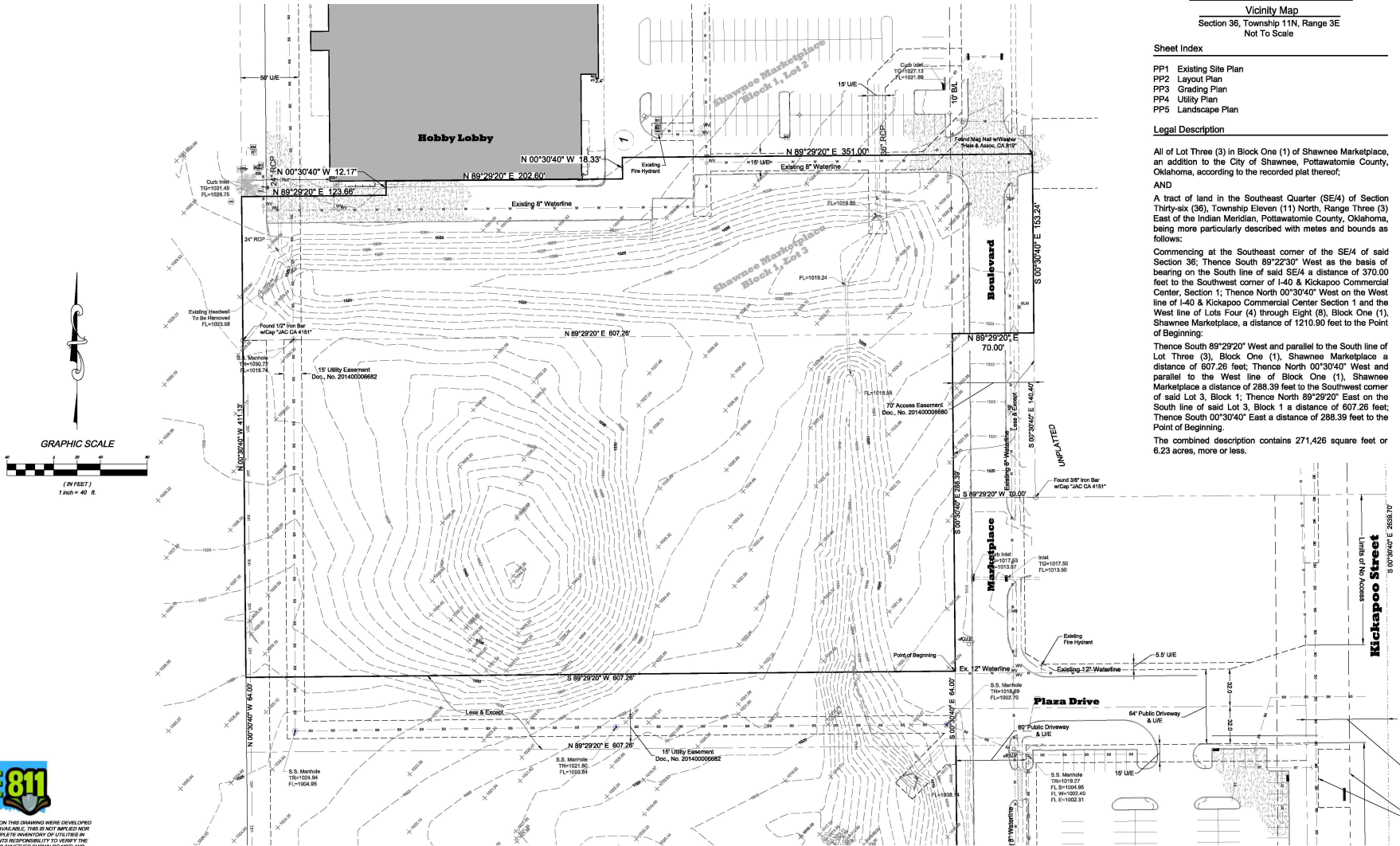
Legal Description

All of Lot Three (3) in Block One (1) of Shawnee Marketplace, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof;
 AND
 A tract of land in the Southeast Quarter (SE4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described with metes and bounds as follows:

Commencing at the Southeast corner of the SE4 of said Section 36; Thence South 89°22'30" West as the basis of bearing on the South line of said SE4 a distance of 370.00 feet to the Southwest corner of I-40 & Kikapoo Commercial Center, Section 1; Thence North 00°30'40" West on the West line of I-40 & Kikapoo Commercial Center Section 1 and the West line of Lots Four (4) through Eight (8), Block One (1), Shawnee Marketplace, a distance of 1210.90 feet to the Point of Beginning;

Thence South 89°29'20" West and parallel to the South line of Lot Three (3), Block One (1), Shawnee Marketplace a distance of 607.26 feet; Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 288.39 feet to the Southwest corner of said Lot 3, Block 1; Thence North 89°29'20" East on the South line of said Lot 3, Block 1 a distance of 607.26 feet; Thence South 00°30'40" East a distance of 288.39 feet to the Point of Beginning.

The combined description contains 271,426 square feet or 6.23 acres, more or less.



THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT AN ASSURANCE INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

NO.	REVISION/ISSUE	DATE
1	City Comments	11-15-2022

Brady All Properties, L.L.C.
 10601 S. Western Avenue
 Oklahoma City, Oklahoma 73170
 (405) 732-3699

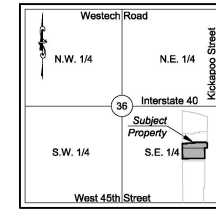
ALLEN ENGINEERING SERVICES, INC.
 1601 S. Western Avenue, Suite 200
 Oklahoma City, Oklahoma 73109
 Tel: (405) 441-4711 • Fax: (405) 441-4881

Shawnee Marketplace, Phase 2
 4700 Marketplace Boulevard
 Shawnee, Oklahoma 74804
 Preliminary Plat
 Existing Site Plan

PROJECT NO.	5826.3
FILE	5826-3Design
DATE	11-30-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A

PP1
 OF 5

Preliminary Plat of:
Shawnee Marketplace, Phase 2
 A Replat of Lot 3, Block 1, Shawnee Marketplace and
 A Part of the Southeast Quarter, Section 36
 Township 11 North, Range 3 East of the Indian Meridian
 City of Shawnee, Pottawatomie County, Oklahoma



Vicinity Map
 Section 36, Township 11N, Range 3E
 Not To Scale

Layout Note

Dimensions shown are to face of curb, unless noted otherwise.

Site Data

Site Area: 271,426 Square Feet / 6.23 Acres
 Impervious Area: 195,254 Square Feet / 4.48 Acres
 Pervious Area: 76,172 Square Feet / 1.75 Acres

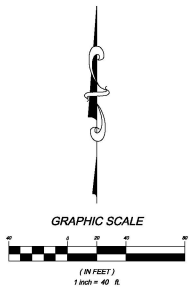
Parking Required:
 41,287 S.F. Retail @ 1:250 S.F.

165

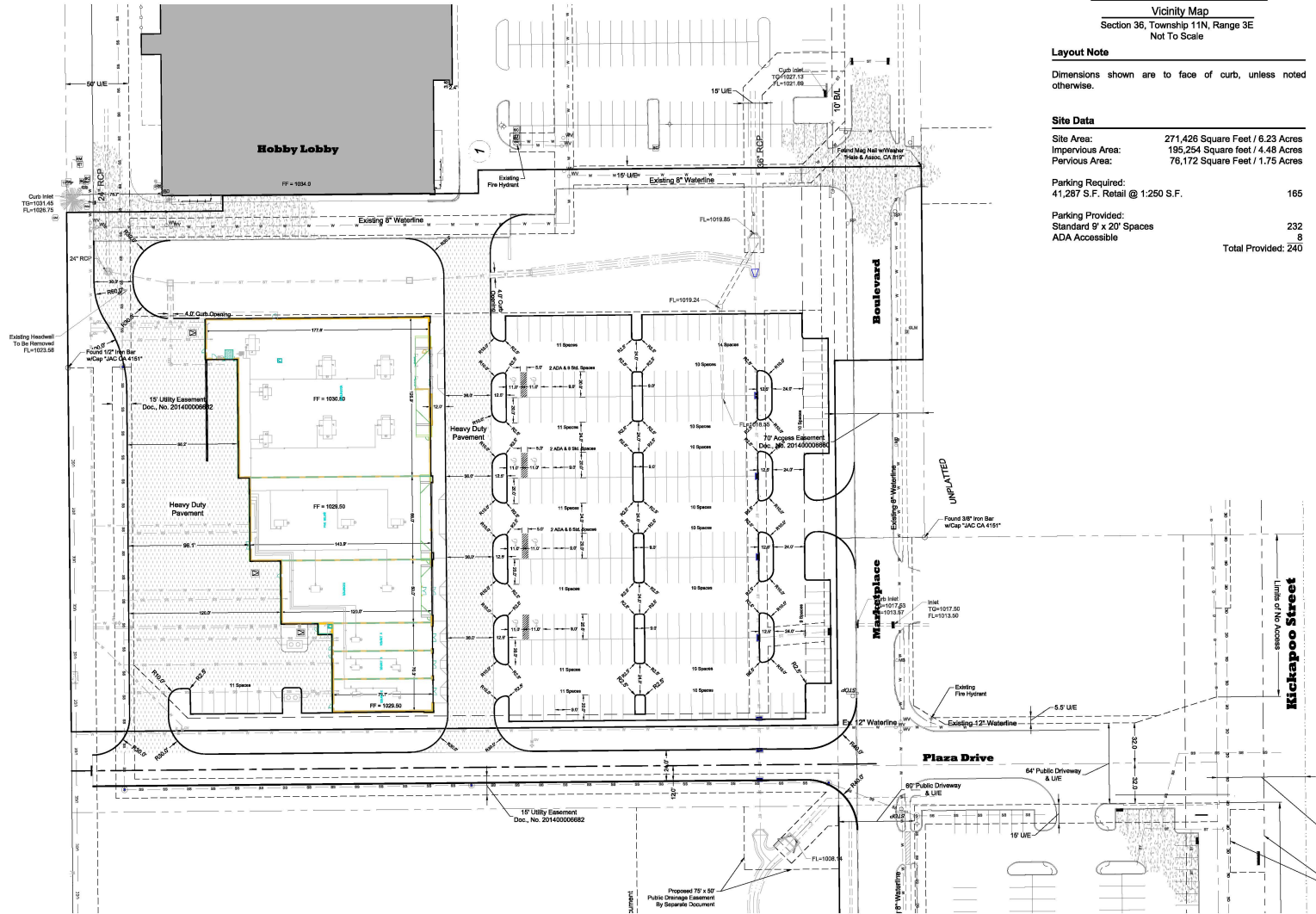
Parking Provided:
 Standard 9' x 20' Spaces
 ADA Accessible

232

Total Provided: 240



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NO.	REVISION/ISSUE	DATE

CLIENT
 Brady All Properties, L.L.C.
 10601 S. Western Avenue
 Oklahoma City, Oklahoma 73170
 (405) 732-8699

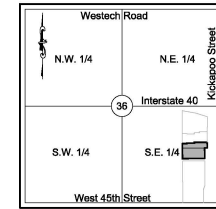


PROJECT NAME
 Shawnee Marketplace, Phase 2
 4700 Marketplace Boulevard
 Shawnee, Oklahoma 74804
 Preliminary Plat
 Layout Plan

PROJECT NO.	5826.3
FILE	5826-3Design
DATE	11-30-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A

SHEET
PP2
 OF 5

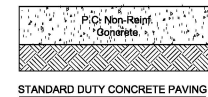
Preliminary Plat of:
Shawnee Marketplace, Phase 2
 A Replat of Lot 3, Block 1, Shawnee Marketplace and
 A Part of the Southeast Quarter, Section 36
 Township 11 North, Range 3 East of the Indian Meridian
 City of Shawnee, Pottawatomie County, Oklahoma



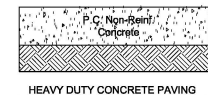
Vicinity Map
 Section 36, Township 11N, Range 3E
 Not To Scale

Grading Notes

GU = Gutter
 TC = Top of Curb
 TP = Top of Pavement
 FL = Flowline



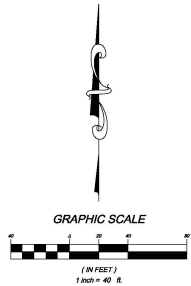
STANDARD DUTY CONCRETE PAVING



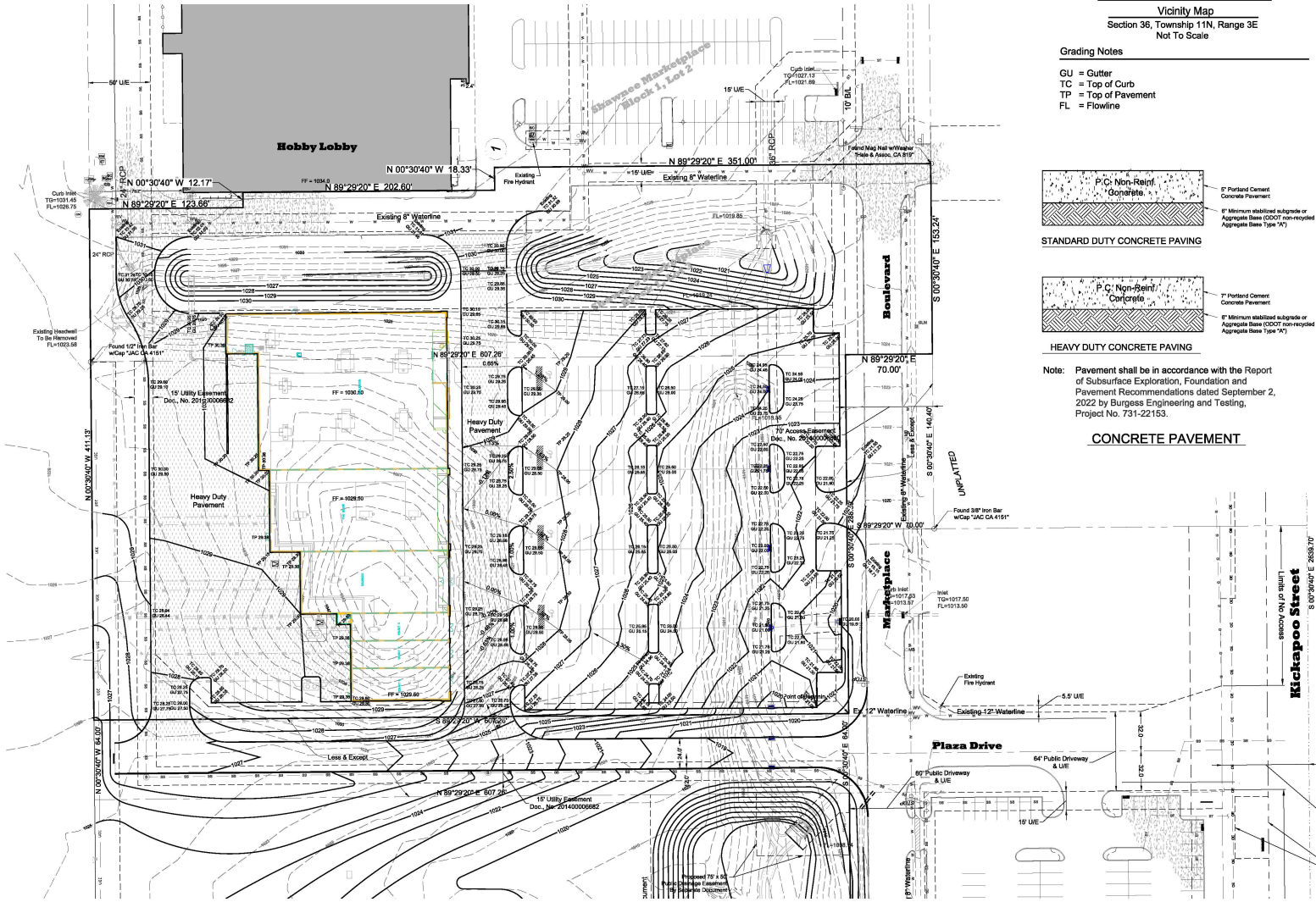
HEAVY DUTY CONCRETE PAVING

Note: Pavement shall be in accordance with the Report of Subsurface Exploration, Foundation and Pavement Recommendations dated September 2, 2022 by Burgess Engineering and Testing, Project No. 731-22153.

CONCRETE PAVEMENT

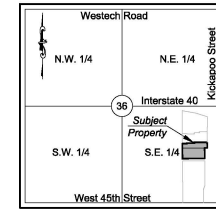


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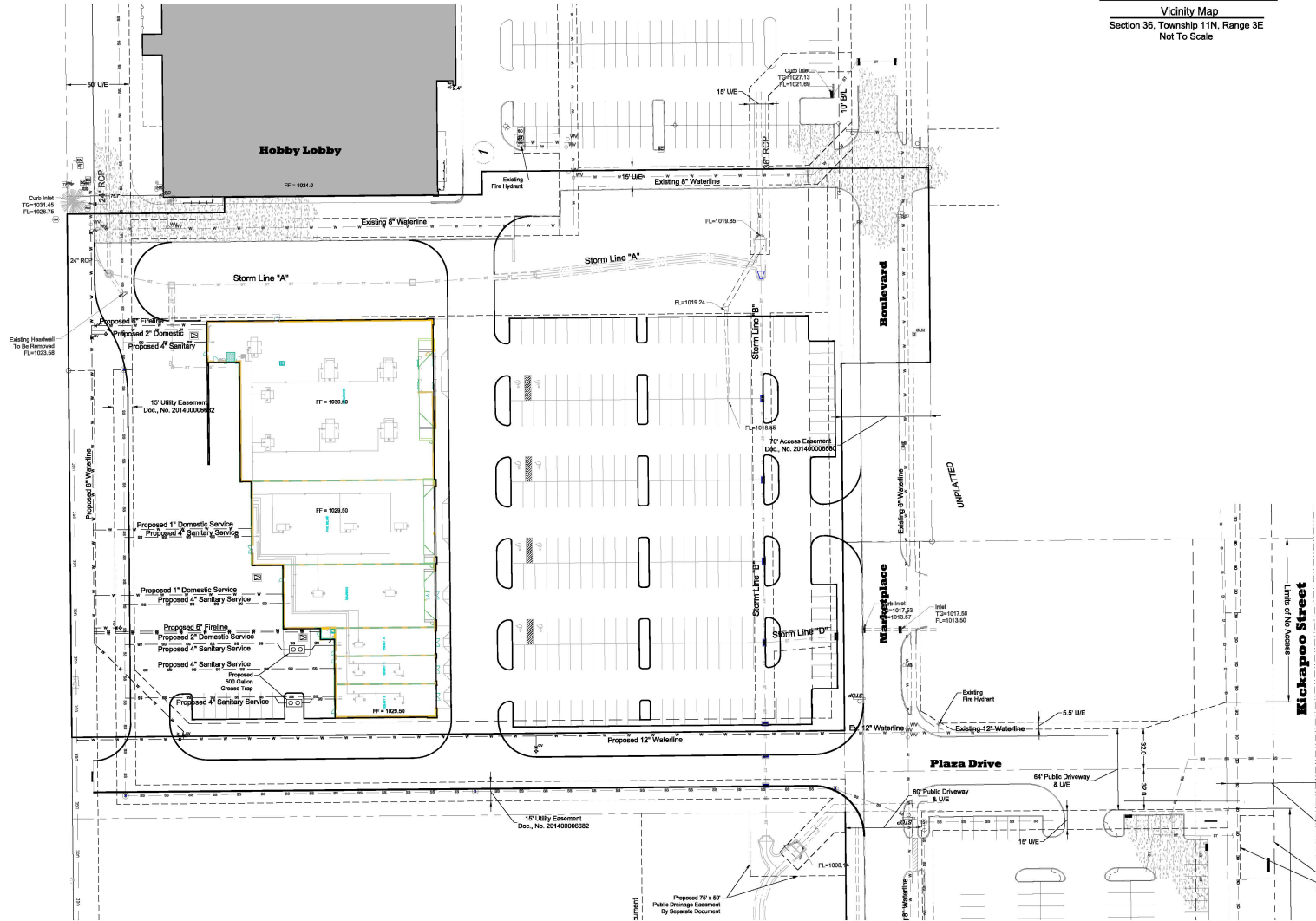
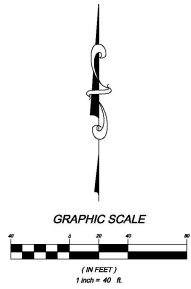


DATE	
REVISION/ISSUE	
NO.	
CLIENT	Brady All Properties, L.L.C. 10601 S. Western Avenue Oklahoma City, Oklahoma 73170 (405) 732-8699
ENGINEER	ALLEN ENGINEERING SERVICES, INC. 1601 S. Western Avenue, Suite 300 Oklahoma City, Oklahoma 73109 Tel: (405) 441-4771 • Fax: (405) 441-4881
PROJECT NAME	Shawnee Marketplace, Phase 2 4700 Marketplace Boulevard Shawnee, Oklahoma 74804 Preliminary Plat Grading Plan
PROJECT NO.	5826.3
FILE	5826-3Design
DATE	11-30-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A
SHEET	PP3
OF 5	

Preliminary Plat of:
Shawnee Marketplace, Phase 2
 A Replat of Lot 3, Block 1, Shawnee Marketplace and
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 City of Shawnee, Pottawatomie County, Oklahoma



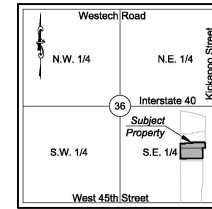
Vicinity Map
 Section 36, Township 11N, Range 3E
 Not To Scale



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CLIENT	Brady All Properties, L.L.C. 10601 S. Western Avenue Oklahoma City, Oklahoma 73170 (405) 732-8699
ENGINEER	ALLEN ENGINEERING SERVICES, INC. 1801 N. Lincoln Avenue, Suite 300 Oklahoma City, Oklahoma 73109 Tel: (405) 441-4441 Fax: (405) 441-4441
PROJECT NAME	Shawnee Marketplace, Phase 2 4700 Marketplace Boulevard Shawnee, Oklahoma 74804 Preliminary Plat Utility Plan
PROJECT NO.	5826.3
FILE	5826-3Design
DATE	11-30-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A
SHEET	PP4
OF 5	

Preliminary Plat of:
Shawnee Marketplace, Phase 2
 A Replat of Lot 3, Block 1, Shawnee Marketplace and
 A Part of the Southeast Quarter, Section 36
 Township 11 North, Range 3 East of the Indian Meridian
 City of Shawnee, Pottawatomie County, Oklahoma



Vicinity Map
 Section 36, Township 11N, Range 3E
 Not To Scale

Legend

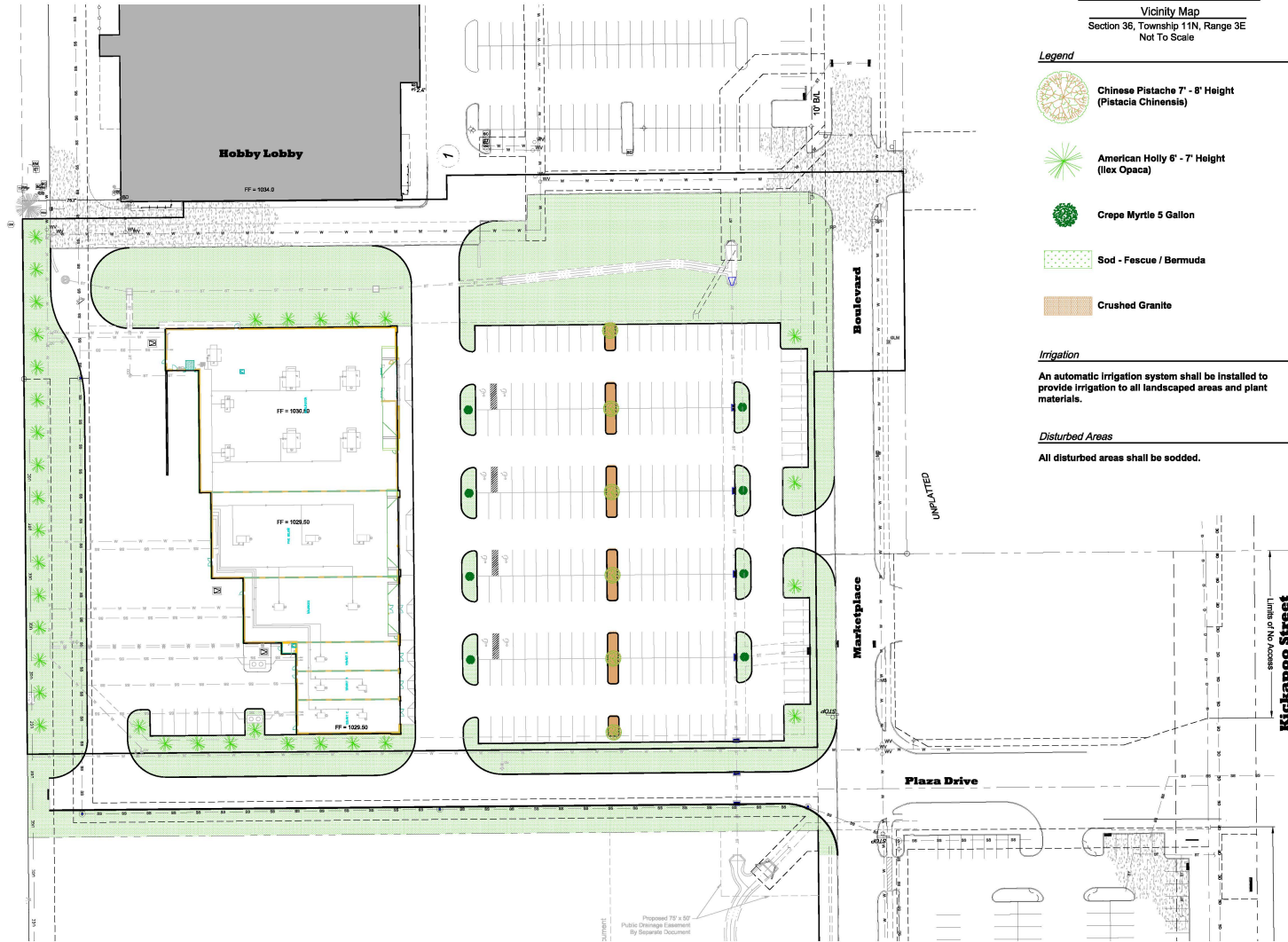
-  Chinese Pistache 7' - 8' Height
(Pistacia Chinenensis)
-  American Holly 6' - 7' Height
(Ilex Opaca)
-  Crepe Myrtle 5 Gallon
-  Sod - Fescue / Bermuda
-  Crushed Granite

Irrigation

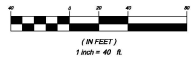
An automatic irrigation system shall be installed to provide irrigation to all landscaped areas and plant materials.

Disturbed Areas

All disturbed areas shall be sodded.



GRAPHIC SCALE



QTY.	SYMBOL	COMMON NAME	SIZE
PLANT MATERIAL			
8	(See Legend)	Chinese Pistache (Pistacia Chinenensis)	2" caliper
34	(See Legend)	American Holly (Ilex Opaca)	2" caliper
8	(See Legend)	Crepe Myrtle 5 Gallon	5 gallon

Site Data

Site Area: 271,426 Square Feet / 6.23 Acres
 Impervious Area: 195,254 Square feet / 4.48 Acres
 Pervious Area: 76,172 Square Feet / 1.75 Acres

Parking Required:
 41,287 S.F. Retail @ 1:250 S.F. 165

Parking Provided:
 Standard 9' x 20' Spaces 232
 ADA Accessible 8

Total Provided: 240



THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT AN ASSURANCE OF THE LOCATION OF UTILITIES. IT IS THE CLIENT'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WETTER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

NO.	REVISION/ISSUE	DATE

CLIENT
 Brady All Properties, L.L.C.
 10601 S. Western Avenue
 Oklahoma City, Oklahoma 73170
 (405) 732-3899



PROJECT NAME
 Shawnee Marketplace, Phase 2
 4700 Marketplace Boulevard
 Shawnee, Oklahoma 74804
 Preliminary Plat
 Landscape Plan

PROJECT NO.	5826.3
FILE	5826-3Design
DATE	11-30-2022
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A

SHEET
PP5
 OF 5

Regular Board of Commissioners

13.

Meeting Date: 01/17/2023

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. FPL01-23, Applicant: Brady Ali Properties, LLC.

Attachments

Staff Report



Community Development

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

Date: January 12, 2023
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a Final Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres.
Case No. FPL01-23 | Applicant: Brady Ali Properties, LLC.

Background: The subject property is located at 4700 Marketplace Boulevard, which is adjacent to Phase 1 of the Shawnee Marketplace development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay.

Planning Commission recommended approval of the application FPL01-23 at its regular January 4, 2023, meeting on a 7-0 vote. Alternates that were considered are as follows:

- Recommending Approval of Case No. FPL01-23, for the Final Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Final Plat of Shawnee Marketplace, Phase 2, Case No. FPL01-23
- Recommending Deferral of the Final Plat of Shawnee Marketplace, Phase 2 application of Case No. FPL01-23 with a request for additional and specific information to a certain date.

Financial Impact: Not Applicable.

Attachment: Application and supporting documents.

Recommendation: Approval of Case No. FPL01-23 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 1.4.2023 – City of Shawnee, Oklahoma

Final Plat Application – FPL01-23 – Shawnee Marketplace, Phase 2

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: December 29, 2022

Subject: **Staff Report** – Consideration of a request for a Final Plat, Shawnee Marketplace, Phase 2, on approximately 6.23 acres located at 4700 Marketplace Boulevard.
Case No. FPL01-23 | Applicant: Ali Ghaniabadi

=====

Background: The subject property is located at 4700 Marketplace Boulevard, which is adjacent to the Shawnee Marketplace, Phase 1 development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma.

Discussion:

Findings and Facts

- Staff reviewed the Final Plat submittal of the Shawnee Marketplace, Phase 2 subdivision for accuracy with the Subdivision Regulations.
- A Planned Unit Development (PUD) containing the subject property was approved in March 2014 - (Ord. No. 2540NS).

Reason for Recommendation

- Staff determined the Final Plat was in conformance with the Subdivision Regulations.
- The subdivision is a continuation of a planned development project.
- The City Engineer is satisfied with the Final Plat as submitted.

Recommendation Options

- Recommending Approval of Case No. FPL01-23, for the Final Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Final Plat of Shawnee Marketplace, Phase 2, Case No. FPL01-23
- Recommending Deferral of the Final Plat of Shawnee Marketplace, Phase 2 application of Case No. FPL01-23 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL01-23** for the Final Plat of Shawnee Marketplace, Phase 2 subdivision as presented.

This application will be heard at the City Commission meeting on **Tuesday**, January 17, 2023, at 6:00 p.m. in the City Hall Commission Chambers.



FINAL PLAT APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-
1587 www.ShawneeOK.org

For Office Use Only

Case Number: _____
Project Number : _____
Date Filed: _____
Amount Paid : _____
Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT Brady Ali Properties, L.L.C.

APPLICANT ADDRESS 10601 S. Western Avenue, Oklahoma City, Oklahoma 73170

APPLICANT PHONE NUMBERS Ali Ghaniabadi (405) 410-4528

EMAIL ADDRESS ali@bradyproperties.com

NAME OF PLAT Shawnee Marketplace, Phase2

LOCATION 4700 Marketplace Boulevard, Shawnee, Oklahoma 74804

NUMBER OF ACRES 6.23 NUMBER OF LOTS 1

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 1 = \$3.00

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST \$228.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____

TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Brady Ali Properties, L.L.C.

ADDRESS 10601 S. Western Avenue, Oklahoma City, Oklahoma 73170

CONTACT NUMBERS Ali Ghaniabadi (405) 410-4528

EMAIL ADDRESS ali@bradyproperties.com

PROJECT ENGINEER INFORMATION:

NAME Hale & Associates Survey Co., Inc.

ADDRESS P.O. Box 891747, Oklahoma City, Oklahoma 73189-1747

CONTACT NUMBERS Charles Allen (405) 686-0174

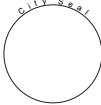
EMAIL ADDRESS callen@aeswins.com

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**

Final Plat of:
Shawnee Marketplace, Phase 2
A Replat of Lot 3, Block 1, Shawnee Marketplace and
A Part of the Southeast Quarter, Section 36
Township 11 North, Range 3 East of the Indian Meridian
City of Shawnee, Pottawatomie County, Oklahoma

Planning Commission

I, _____, Chairperson of the Planning Commission of the City of Shawnee, Oklahoma, do hereby certify that the said Planning Commission approved the Final Plat of **Shawnee Marketplace, Phase 2**, an Addition to the City of Shawnee, Oklahoma, this _____ day of _____, 2023.



Chairperson

Acceptance of Dedication

Be it resolved by the City Council of the City of Shawnee, Oklahoma, that the dedications shown on the Final Plat of **Shawnee Marketplace, Phase 2**, an Addition to the City of Shawnee, Oklahoma, are hereby accepted.

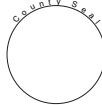
Signed by the Mayor of the City of Shawnee, Oklahoma this _____ day of _____, 2023.



Mayor

Certificate of City Clerk

I, _____, City Clerk of the City of Shawnee, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments of unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on this Final Plat of **Shawnee Marketplace, Phase 2**.

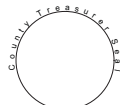


Signed by the City Clerk of the City of Shawnee, Oklahoma this _____ day of _____, 2023.

City Clerk

County Treasurer's Certificate

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year _____ and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of County Treasurer guaranteeing payment of the current years taxes. In witness where, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2023.

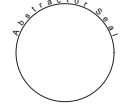


COUNTY TREASURER

Bonded Abstracter's Certificate

The undersigned, a duly qualified and lawfully Bonded Abstracter of titles in and for the County of Pottawatomie, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the annexed plat is vested in **Brady Ali Properties, L.L.C.**, and that on the day of _____, 2023, there are no actions pending or judgments of any nature against said land or the owner thereof; that the taxes are paid for the year _____ and prior years; that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any persons; that there are no liens, mortgages, or encumbrances of any kind against the land included in the annexed plat except _____.

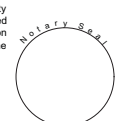
Attest: _____ President:



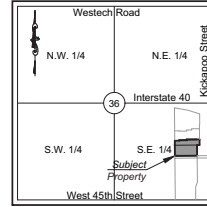
STATE OF OKLAHOMA, COUNTY OF _____, §

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2023, personally appeared _____ to me known to be the identical Person who executed the same as his free and voluntary act and deed for the purposes set forth.

Given under my hand and seal the day and year last written.



My Commission Expires _____ Notary Public



Vicinity Map
Section 36, Township 11N, Range 3E
Not To Scale

Legal Description

All of Lot Three (3) in Block One (1) of Shawnee Marketplace, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof;

AND

A tract of land in the Southeast Quarter (SE/4) of Section Thirty-six (36), Township Eleven (11) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma, being more particularly described with metes and bounds as follows:

Commencing at the Southeast corner of the SE/4 of said Section 36; Thence South 89°22'30" West as the basis of bearing on the South line of said SE/4 a distance of 370.00 feet to the Southwest corner of I-40 & Kickapoo Commercial Center, Section 1; Thence North 00°30'40" West on the West line of I-40 & Kickapoo Commercial Center Section 1 and the West line of Lots Four (4) through Eight (8), Block One (1), Shawnee Marketplace, a distance of 1210.90 feet to the Point of Beginning;

Thence South 89°29'20" West and parallel to the South line of Lot Three (3), Block One (1), Shawnee Marketplace a distance of 607.26 feet; Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 288.39 feet to the Southwest corner of said Lot 3, Block 1; Thence North 89°29'20" East on the South line of said Lot 3, Block 1 a distance of 607.26 feet; Thence South 00°30'40" East a distance of 288.39 feet to the Point of Beginning.

The combined description contains 271,426 square feet or 6.23 acres, more or less.

Notes

1. This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-106 of the Oklahoma State Statutes.
2. Utility Easements, Private Drainage Easements and Common Areas are to be maintained by the property owners association. No Structures, storage or material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within the common areas and / or drainage easements.

Owner's Certificate and Dedication

KNOWN ALL MEN BY THESE PRESENTS:

That _____, Manager of **Brady Ali Properties, L.L.C.**, does hereby certify that it is the owner of and the only person, firm, or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that it has caused the same to be surveyed and platted, and that it hereby dedicates the utility easements shown hereon to the public, for the purposes of utilities, and drainage, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstracter's certificate.

In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2023. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Brady Ali Properties, L.L.C.

Manager

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, Manager of **Brady Ali Properties, L.L.C.**, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.



My Commission Expires _____ Notary Public

Land Surveyor's Certificate

I, Curtis Lee Hale, do hereby certify that I am a Licensed Land Surveyor, and that the annexed plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.



Curtis Lee Hale, L.S. # 1084

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

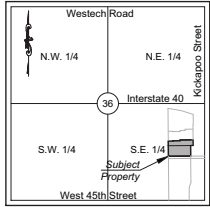
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Curtis Lee Hale, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the _____ day of _____, 2023.



My Commission Expires _____ Notary Public



Final Plat of:
Shawnee Marketplace, Phase 2
A Replat of Lot 3, Block 1, Shawnee Marketplace and
A Part of the Southeast Quarter, Section 36
Township 11 North, Range 3 East of the Indian Meridian
City of Shawnee, Pottawatomie County, Oklahoma



Vicinity Map
Section 36, Township 11N, Range 3E
Not To Scale

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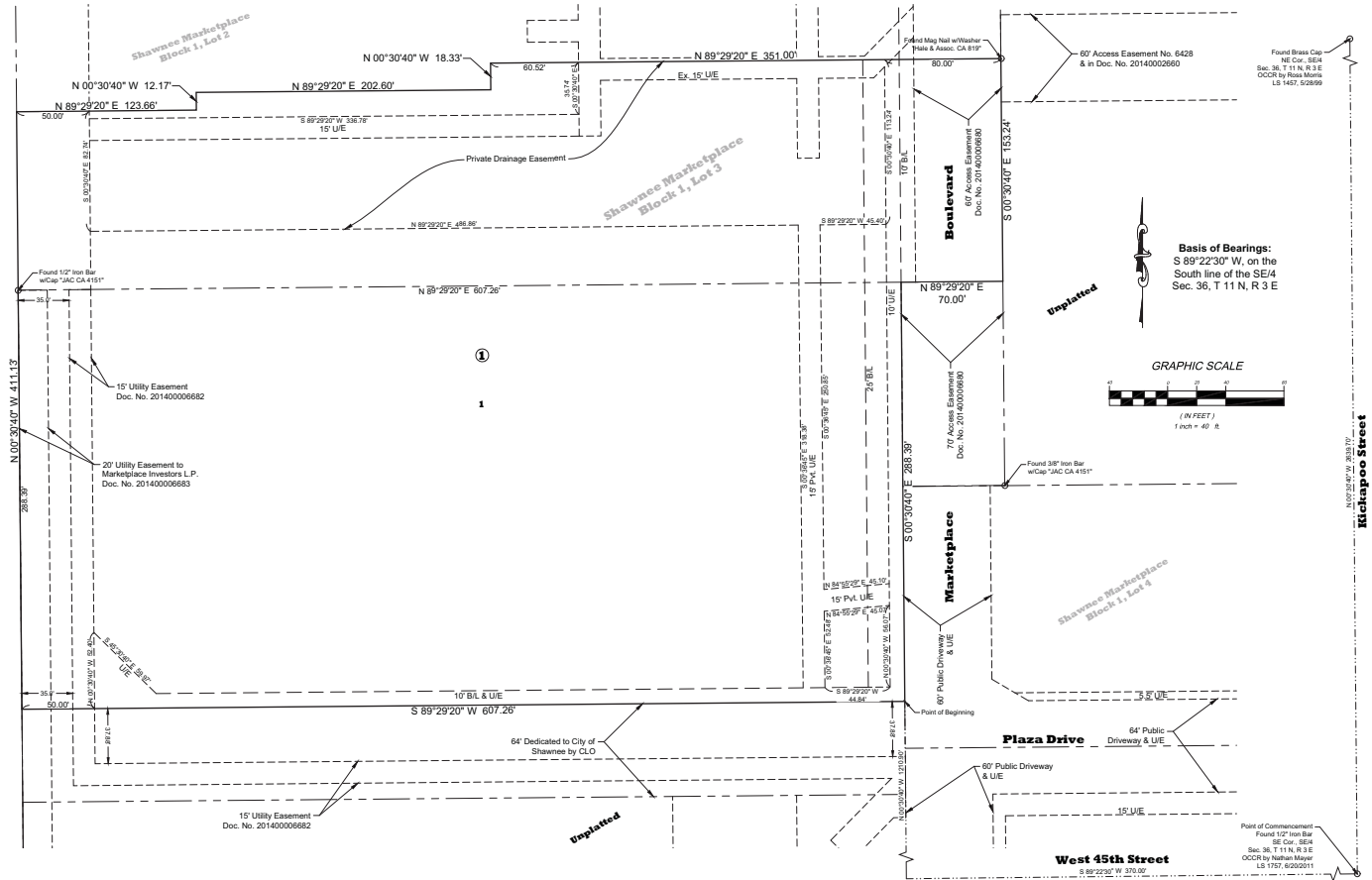
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- Utility Easements, Private Drainage Easements and Common Areas are to be maintained by the property owners association. No Structures, storage or material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within the common areas and / or drainage easements.

Legend	
○	MONUMENT FOUND
●	MONUMENT SET
2" IRON BAR WITH CAP	HALE & ASSOC. CA 819
(UNLESS OTHERWISE NOTED)	
---	CENTER LINE
---	SUBJECT PROPERTY
---	PROPERTY LINE
---	EASEMENT LINE
---	SECTION LINE
---	RIGHT-OF-WAY LINE
---	UTILITY EASEMENT
PVT. RE	PRIVATE ROADWAY EASEMENT
B/L	BUILDING SETBACK



Shawnee Marketplace Phase 2
Land Surveying and Planning
1601 S.W. 89th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73159
Tel.: (405) 686-0174 - Fax: (405) 681-4881
C. A.: 819 - Exp.: June 30, 2023
www.haleandassoc.com
Proj. No. S026.3

Regular Board of Commissioners

14.

Meeting Date: 01/17/2023

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund an agreement for Fire Department Operational Review with sales tax revenues exceeding budget estimates.

Attachments

Memo

Budget Amendment



Finance

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

Date: January 12, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of budget amendments for the General Fund and the Shawnee Airport Authority Fund.

Background: A total budget amendment in the amount of \$38,550 for the General Fund and \$14,500 for the Shawnee Airport Authority Fund should be considered.

General Fund

The City Manager's Office is contracting with a firm to conduct an operational review of the Fire Department. A separate agenda item is presented for Commission consideration for contract approval. The amount for appropriation is as follows:

- \$38,550 – General Fund – Other Contractual Services – City Manager's Office

The additional appropriation will be funded by sales tax collections projecting to exceed budget estimates in the General Fund.

Shawnee Airport Authority Fund

The Shawnee Airport Authority fund needs additional budget authority for two projects. First is the engineering costs associated with the design of the Stormwater Rehabilitation Project. The final cost was not determined at the time of budget preparation and the estimate was \$7,000 short. Second is the associated engineering costs for the Army National Guard development project. This project commenced in the prior fiscal year, however, the final invoice of \$7,464 was not received until the current fiscal year.

The amount for appropriation is as follows:

- \$14,500 – Shawnee Airport Authority Fund – Other Professional Services

The additional appropriation will be funded by Federal Grant Revenue and Refunds & Reimbursements in the Shawnee Airport Authority Fund.

Financial Impact: See Budget Amendment

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2022-2023 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	40010			Sales Tax	14,114,449.61	38,550.00	14,152,999.61
							-
				Total	14,114,449.61	38,550.00	14,152,999.61

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-53390			Other Contractual Services	201,400.00	38,550.00	239,950.00
							-
							-
							-
							-
							-
					-	-	-
					201,400.00	38,550.00	239,950.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund an agreement for a Fire Department
Operational Review with sales tax revenues exceeding
budget estimates.

Approved:

Mayor _____
Attest: _____

City Clerk _____

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

Regular Board of Commissioners

15.

Meeting Date: 01/17/2023

Sales Tax Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax Report.

Attachments

Sales Tax



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

Date: January 12, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: January 2023 Sales and Use Tax Deposit

Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in January consists of December estimates and November final reported collections. Any taxes collected for months prior to November will include accrued late penalties and interest.

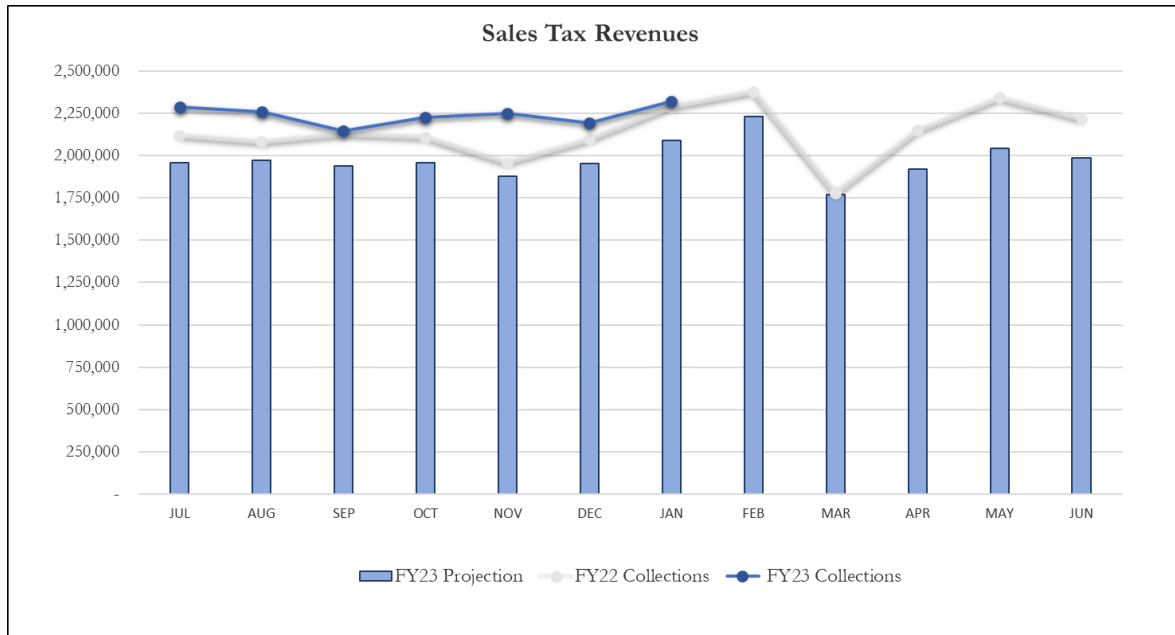
- Sales Tax Collection Allocated by Fund - The January sales tax deposit was \$2,318,126.66 including interest of \$2,107.43, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,324,643.81
2018 Capital Improvements Fund	331,160.95
Capital Improvements Fund	256,649.75
Street Improvements Fund	289,765.83
Economic Development Fund	33,116.10
Police Sales Tax Fund	41,395.11
Fire Sales Tax Fund	41,395.11
Total Sales Taxes Collected	<u>\$ 2,318,126.66</u>

- Finance Department Report - Sales and use tax collections totaled \$2,660,276.31 for January 2023. Sales tax projections are based on an average of the most recent three years of sales tax

history. For the year, sales tax collections are up \$1,933,114 or 14.07%, over the projected budget year-to-date. Use tax collections are up \$36,906 or 1.94%, above the projected budget year-to-date.

○ Fiscal Year 2023 Sales Tax Collections and Performance:

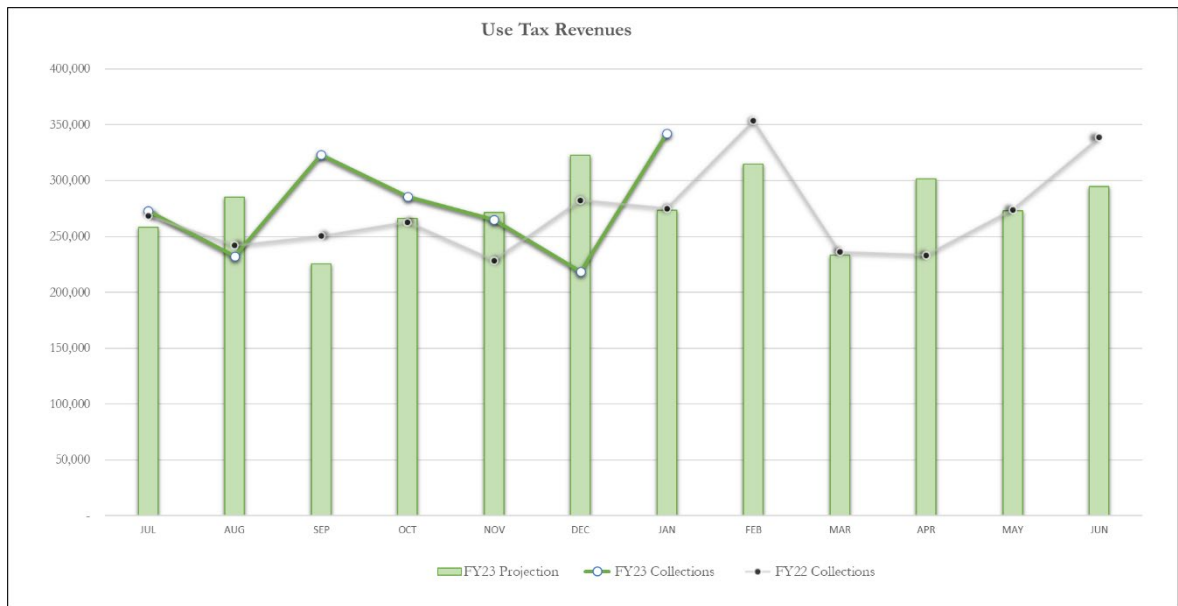


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - January 2023	\$ 2,089,888	\$ 2,318,127	\$ 228,238	10.92%
Sales Tax Receipts (year-to-date):	\$ 13,742,217	\$ 15,675,331	\$ 1,933,114	14.07%

	January 2022	January 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,286,046	\$ 2,318,127	\$ 32,080	1.40%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 14,766,132	\$ 15,675,331	\$ 909,199	6.16%

○ Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (January 2023):	\$ 273,585	\$ 342,150	\$ 68,565	25.06%
Use Tax Receipts (year-to-date):	\$ 1,902,993	\$ 1,939,899	\$ 36,906	1.94%

	January 2022	January 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 275,071	\$ 342,150	\$ 67,078	24.39%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,809,696	\$ 1,939,899	\$ 130,203	7.19%

- Fiscal Year 2023 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$	1,104,636
Use Tax Above/(Below) Projections:	\$	36,906

Appropriated:

Acquatic Supervisor	\$	(55,170)
Part-time Rec Aide	\$	(16,820)
Retiree Health Insurance	\$	(134,500)
PIO Officer - salary & supplies	\$	(119,787)
Election costs & education materials	\$	(11,500)
Annual increase for CM & ACM	\$	(26,938)
Security services at Shawnee Splash	\$	(20,000)
Other Misc Items - 10.17.22	\$	(10,450)
Vehicle Repair & Maint	\$	(80,850)
Fuel, Oil & Lubricants	\$	(103,890)

Total Unappropriated:	<u>\$</u>	<u>561,637</u>
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Regular Board of Commissioners

16. a.

Meeting Date: 01/17/2023

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

2018 Half-cent Sales Tax Update – Lindsey McNabb-Fox, Finance Director

Attachments

Presentation

2018 Half-cent Sales Tax Update

January 17, 2023

Lindsey McNabb-Fox, Finance Director



2018 Sales Tax Election

- **“Proposition #4”** passed on June 26, 2018
- **Added 0.5% to existing sales tax**
- Revenue allocated for **capital improvements**
 - Public Safety: 0.125% sales tax or 25% of total
 - Streets/Roads: 0.125% sales tax or 25% of total
 - Parks/Public Facilities: 0.25% sales tax or 50% of total

Investment Updates

\$14.3 million in Sale Tax Collections

- Through Jan 2023 collections

\$13.7 million invested in Community Projects

- Through December 2022
- \$4.2 million spent from July to December 2022

Investment Updates

\$1.96 m	Parks – Master Plan Implementation
\$855 k	New Fire Engine (ordered)
\$984 k	Construction of sidewalks & trails
\$170 k	Community Center remodel
\$126 k	Expo Center Enhancements
\$86 k	45 th Street Widening – Phase 1

Public Safety	Original Allocation	New Allocation	Expensed to date	Status
Police Department Headquarters	\$3,200,000	\$4,339,268	\$4,339,268	Complete
Police Patrol Vehicles	\$1,250,000	\$1,098,727	\$1,098,727	Complete
Fire Station #1 & #3	\$1,750,000	\$1,972,155	\$20,080	Design
Fire Engine	\$750,000	\$855,880	\$855,880	Complete
Fire Training Structure	\$300,000	\$50,195	\$50,195	Hold
Emergency Warning System	\$250,000	\$250,000	\$250,000	Complete
Total Public Safety	\$7,500,000	\$8,566,224	\$6,614,150	

Streets and Roads	Original Allocation	New Allocation	Expensed to date	Status
45th Street widening	\$3,500,000	\$4,566,224	\$499,256	Design
Pavement Overlays & Panel Replacements	\$4,000,000	\$4,000,000	\$920,639	Ongoing
Total Streets & Roads	\$7,500,000	\$8,566,224	\$1,419,895	

Parks & Public Facilities	Original Allocation	New Allocation	Expensed to date	Status
Implement Parks Master Plan	\$7,000,000	\$8,628,066	\$2,584,922	Under construction
EXPO Enhancement & Remodel	\$3,500,000	\$3,500,000	\$1,439,271	Roof & Fence, Various equipment
Sidewalks & Trails	\$1,750,000	\$1,750,000	\$1,123,341	Projects in progress
Santa Fe Depot Roof & Remodel	\$400,000	\$400,000	\$34,720	Design
Library Roof & Remodel	\$1,000,000	\$1,000,000	\$161,689	Various Components Completed
Senior Ctr Roof & Remodel	\$1,000,000	\$1,000,000	\$110,637	
Community Ctr Roof & Remodel	\$350,000	\$350,000	\$201,504	
Unallocated funds	\$0	\$504,382	\$0	
Total Facilities	\$15,000,000	\$17,132,448	\$5,656,084	

A special “Thank You” to
the citizens of Shawnee
for their support!



Regular Board of Commissioners

16. b.

Meeting Date: 01/17/2023

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

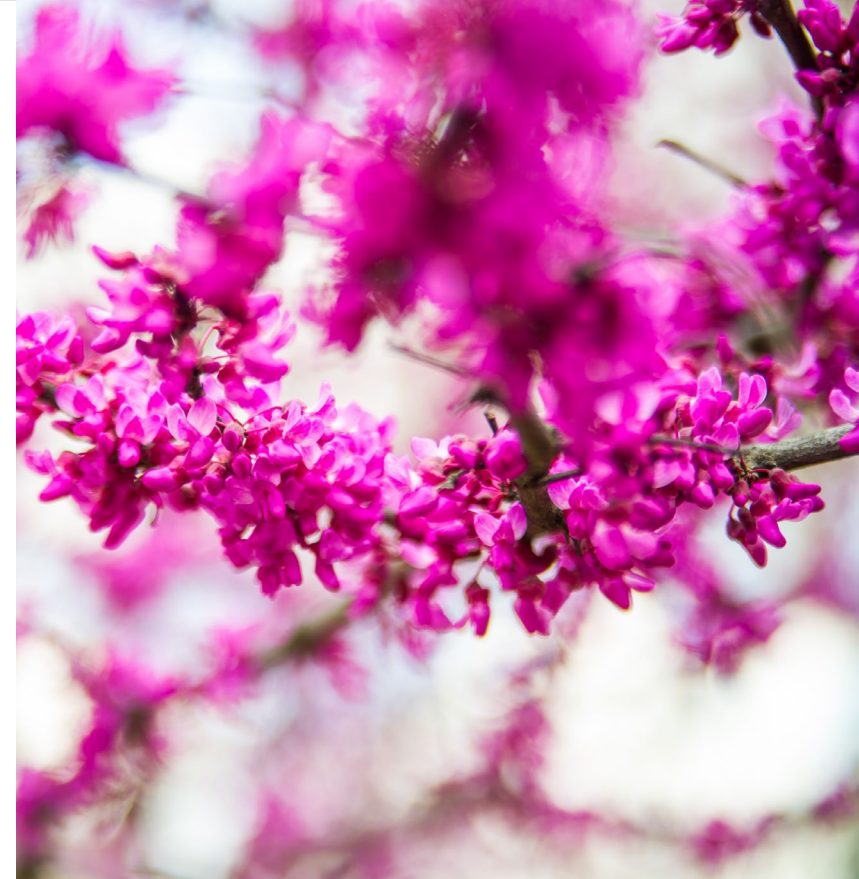
Information

Title of Item for Agenda

Community Engagement and Strategic Plan – Andrea Weckmueller-Behringer, City Manager

Attachments

Presentation



Community Engagement & Strategic Plan

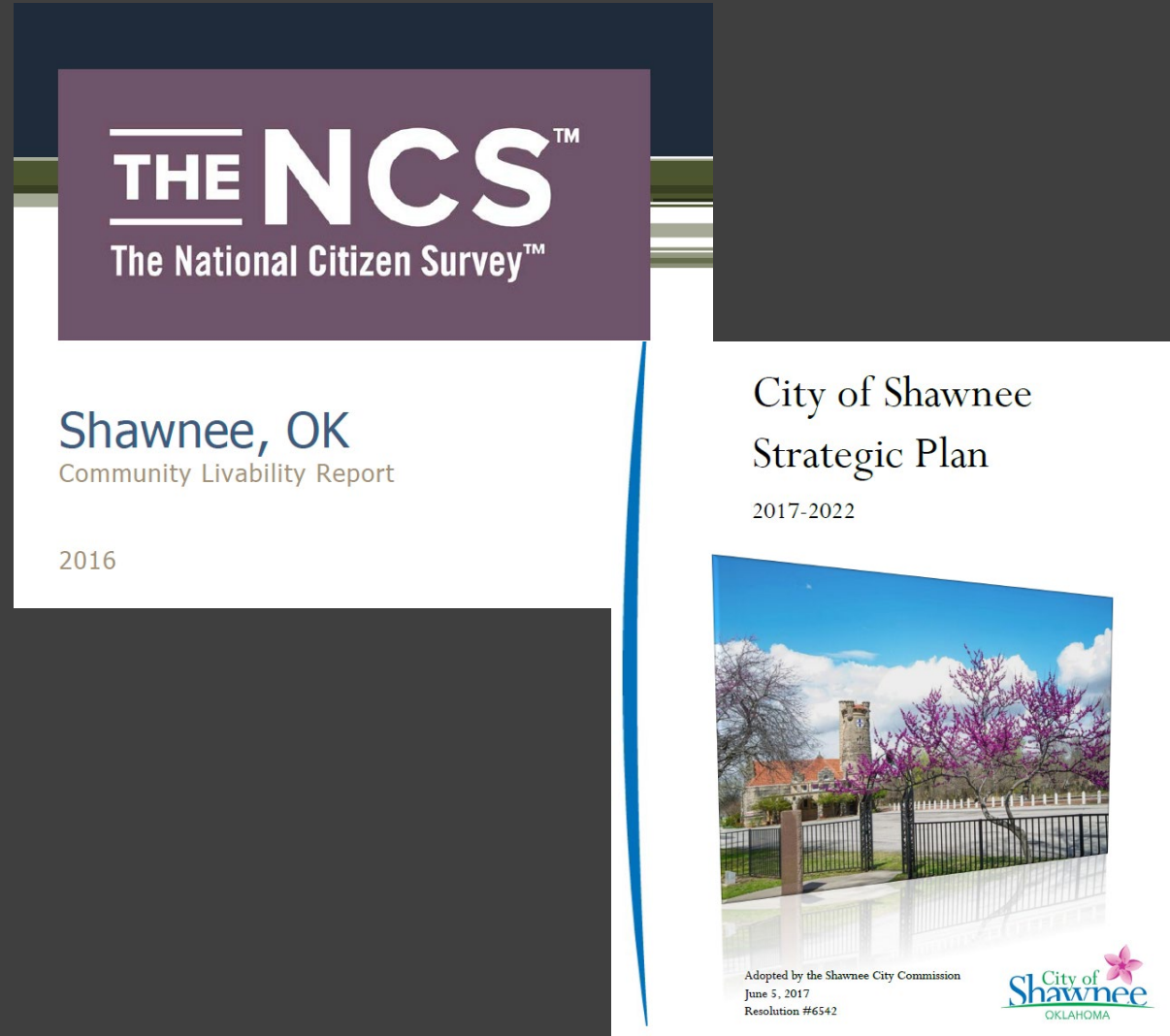
January 17, 2023 – Administrative Report

Andrea Weckmueller-Behringer, City Manager



Brief History

- 2016 Community Survey
- 2017 Adoption of Five-Year Strategic Plan



Community Survey

- January through March – Conduct Citizen Survey
 - Managed by ETC Institute
 - Target of 400 household responses to accurately represent Shawnee
 - Completely confidential
- End of March – Survey Results



2023 Shawnee Community Survey

Please take a few minutes to complete this resident satisfaction survey. Your input is an important part of the City's on-going effort to involve citizens in long-range planning and decision-making.

1. **Perception of The City.** Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate Shawnee with regard to each of the following.

How would you rate your city...	Excellent	Good	Average	Below Average	Poor	Don't Know
01. As a place to live	5	4	3	2	1	9
02. As a place to raise children	5	4	3	2	1	9
03. As a place to work	5	4	3	2	1	9
04. As a place to retire	5	4	3	2	1	9
05. As a place to visit	5	4	3	2	1	9
06. As a city moving in the right direction	5	4	3	2	1	9
07. As a place you are proud to call home	5	4	3	2	1	9

2. **Please rate each major category of services provided by the City of Shawnee using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of police services	5	4	3	2	1	9
02. Quality of fire services	5	4	3	2	1	9
03. Overall efforts by Shawnee to ensure the city is prepared for emergencies	5	4	3	2	1	9
04. Overall enforcement of local codes and ordinances	5	4	3	2	1	9
05. Overall maintenance of city streets and sidewalks	5	4	3	2	1	9
06. Overall quality of water and sewer services	5	4	3	2	1	9
07. Overall flow of traffic and congestion management on streets in Shawnee	5	4	3	2	1	9
08. Overall quality of trash and recycling services	5	4	3	2	1	9
09. Overall quality of parks and recreation programs and facilities	5	4	3	2	1	9
10. Overall quality of customer service provided by City of Shawnee	5	4	3	2	1	9

3. **From the list of items in Question 2, which THREE of the major categories of city services do you think should receive the MOST EMPHASIS from city leaders over the next TWO years?**
[Write in your answers below using the numbers from the list in Question 2, or circle "NONE."]
1st: _____ 2nd: _____ 3rd: _____ NONE

Strategic Planning

- April – Strategic Planning Session for City Commission
 - Begin with Community Survey Results
 - Focus on the next five years
 - Facilitated by Strategic Government Resources (SGR)
- May – Community Engagement on Draft Strategic Plan
- June – Adoption of Five-Year Strategic Plan

City Commission Questions



Regular Board of Commissioners

16. c.

Meeting Date: 01/17/2023

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

2023 – 0.5% Sales Tax Implementation – Jacob Foos, Assistant City Manager

Attachments

Presentation



2023 - 0.5% Sales Tax Implementation

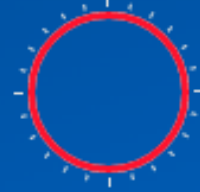
January 17, 2023 – Administrative Report

Jacob Foos, Assistant City Manager



Thank You!!

CITY OF SHAWNEE PROPOSITION CITY OF SHAWNEE



15 of 15 (100.00%)

Election Day
Precincts Reporting

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Candidate Choice	Absentee Mail	Early Voting	Election Day	Total Votes	
FOR THE PROPOSITION - YES	12	62	1,100	1,174	79.65%
AGAINST THE PROPOSITION - NO	4	10	286	300	20.35%
Total	16	72	1,386	1,474	

Implementation Timeline

- Certification of Election Results
- February 21, 2023 – City Commission Meeting
 - Exchange debt service collateral, going from the Utility Improvement Fee to 2023 0.5% Sales Tax
 - Eliminate the Utility Improvement Fee
- April 1, 2023 – Begin collecting 0.5% Sales/Use Tax

Next Steps

- Creation of Special Fund for all 2023 0.5% Sales Tax Revenues and Expenditures
- Development of
 - Fiscal Year 2023-2024 Annual Budget
 - Five-Year Capital Improvement Plan

City Commission Questions

