

AGENDA
BOARD OF CITY COMMISSIONERS
DECEMBER 18, 2023 AT 6:00 PM
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 of Certificate of Recognition for Shawnee Police Department Staff
2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per State Statute 25 O.S. § 311(B)(1), the City Commission may only consider, deliberate, or render decisions on those items of City business that were included in the agenda. For other citizen comments, the City Commission may refer the matter to the City Manager for administrative consideration, or to schedule the matter for Commission consideration at a later date.

3. Consider approval of Consent Agenda:
 - a. Minutes from the November 20, 2023 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the October 4, 2023 regular meeting.

- Shawnee Senior Citizens Advisory Board Minutes from the October 10, 2023 regular meeting.
- Shawnee Urban Renewal Authority Minutes from the August 1, 2023 regular meeting and September 28, 2023 special call meeting.
- License Payment Report for November 2023.
- Project Payment Report for November 2023.

c. Lake Lease Transfer:

- Johnston Tract Lot 22, 16500 Stevens Rd
From: Sharon Patnaude
To: Michael Dennis Balduff and Michele Janette Balduff
- Belcher Tract Lot 17, 33314 Post Office Neck
From: Joseph and Leta Rostochil
To: Leslie and Ronald Jefferson

d. Mayor Appointments:

- Shawnee Urban Renewal Authority
William Burke 1st Full Term Expires: February 2, 2027
Reappointment

e. Acceptance of a Utility Easement for the Lowe's Waterline Loop project from Lowe's Home Centers, LLC, a North Carolina limited liability company, located in the southwest quarter section of Section 31, Township 11 North, Range 4 East.

4. Presentation of the Pet of the Month by Animal Control.
5. Consideration of the utilization of the State of Oklahoma Roof Asset Management Program through the Oklahoma Office of Management and Enterprise Services (OMES), Construction and Properties Department, for roofing services at the Recreation Center.
6. Consideration of a contract with Universal Roofing and Sheet Metal through the Oklahoma Roof Asset Management Program for roofing services for the Recreation Center.
7. Consideration of a proposal with H.W. Lochner to provide Design Engineering

Services in support of Siting and Bidding Services for a Temporary Terminal Building at Shawnee Regional Airport (SNL).

8. Consideration of contract with Mobile Modular to provide temporary Airport Terminal Facilities.
9. Consideration of a contract with Meshek & Associates, LLC for the Right-of-Way Acquisition Services for the 45th Street Widening: Phase 1, Project Number 24-0810-01.
10. Consideration of acceptance of a grant from the State of Oklahoma American Rescue Plan Act (ARPA) for plan, design, and construction of downstream slope repair at Shawnee Twin Lake #1 Dam.
11. Consideration of an ordinance amending Article I of Chapter 20 of the Shawnee City Code by enacting a new Section 20-47 prohibiting sitting or lying down on public sidewalks and sleeping outdoors in the downtown Shawnee area; providing for repeal; providing for severability; and providing for codification.
12. Consideration of a resolution updating the City Fee Schedule pursuant to Article I of Chapter 20 "Offenses and Miscellaneous Provisions" of the Shawnee Municipal Code; and providing for the readoption of the City Fee Schedule in whole.
13. Consideration of a request for a Preliminary Plat, Adcock Addition, of approximately 22.68 acres.
Case No.: PPL04-23 | Applicant: TJT Holdings, LLC
14. Public hearing for a request to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) property located northwest of the intersection of East 45th Street and North Harrison Avenue.
Case No.: RZ12-23 | Applicant: TJT Holdings, LLC
15. Public hearing for a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District) property located northwest of the intersection of East 45th Street and North Harrison Avenue.
Case No.: RZ13-23 | Applicant: TJT Holdings, LLC
16. Acknowledgment of the temporary closure of Celebration of Life Park to the public.

17. Consideration of the following budget amendments for Fiscal Year 2023 – 2024:
 - a. General Fund - 001 - to fund a pay plan adjustment as a result of the FY23-24 Collective Bargaining Agreement with the Shawnee Police Association.
 - b. 2018 Capital Improvement Fund - 303 - to fund the Santa Fe Depot Roof and Remodel Project.
18. Consider Bid(s):
 - a. Santa Fe Depot Roof and Exterior Rehabilitation (Award)
19. Acknowledge Monthly Sales Tax and Budget Reports.
20. Administrative Report(s):
 - a. Draft Shawnee Twin Lakes Master Plan - Rian Harkins, Community Development Director
21. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
22. Commissioners Comments
23. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding public works.
24. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding public works.

25. Adjournment

Respectfully submitted,

A handwritten signature in blue ink that reads "Lisa Lasyone". The signature is written in a cursive, flowing style.

Lisa Lasyone, MMC, 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)



Certificate of Recognition

PRESENTED TO

CPL. DANIEL CRISP

THIS 18TH DAY OF DECEMBER, 2023

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE HIS
DEDICATION AND COMMITMENT TO SERVING OUR COMMUNITY
AND TO RECOGNIZE HIS DESIGNATION AS SHAWNEE NEWS STAR'S

First Responder of the Year

ED BOLT, MAYOR

KACIE ECK, SENIOR DEPUTY CITY CLERK

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

NOVEMBER 20, 2023 AT 6:00 PM

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, November 20, 2023 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Friday, November 17, 2023 at 10:38 AM. Mayor Bolt presided and Mr. Brody Paxson, Mr. Carter Paxson, and Mr. Jax Paxson called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Vacant
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Absent
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Mark Sehorn

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Presentation of Certificate of Recognition for Shawnee City Clerk Staff.

Mayor Bolt presented a Certificate of Recognition to City Clerk Lisa Lasyone.

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

Ms. Tara Wallace, Mr. Don Dudley, Ms. Kelley Mullican, and Mr. Rob Morris spoke during Citizens Participation.

3. Consider approval of Consent Agenda:

a. Minutes from the October 16, 2023 regular meeting and November 6, 2023 special call meeting.

b. Acknowledge the following minutes and reports:

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the September 21, 2023 regular meeting.
- Shawnee Senior Citizens Advisory Board Minutes from the August 8, 2023 regular meeting.
- License Payment Report for October 2023.
- Project Payment Report for October 2023.

c. Lake Lease Transfer:

- Eckel Tract Lot A, 15205 Turtle Bay
From: Doris Norton
To: Merge Lane Properties, LLC

d. Acknowledge the resignation of Ian Hayes from the Beautification, Parks, and Recreation Committee.

e. Mayor Appointments:

Shawnee Senior Citizens Advisory Board

Gary Dowdy 1st Partial Term

Expires: July 1, 2025

Replaces Shirley Gregory, Deceased

- f. Acknowledge the City of Shawnee Holiday Schedule for 2024.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 3(a-f). Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

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

Animal Control Officer Theresa Touchet introduced Daisy, a five (5) to seven (7) year old Australian Shepherd Mix.

5. Mayor's Proclamation(s)

- a. "Recognize Outsiders Production Company & Play It Loud", November 2023.

Mr. Jason Alexander, Mr. Adam Hampton, Mr. Chad Mathews, and Mr. Kenny Pitts accepted the Mayor's Proclamation for "Recognize Outsiders Production Company & Play It Loud" from Mayor Bolt.

- b. "Shop Shawnee Day", November 25, 2023

Shawnee Forward President and CEO and Shawnee Forward Board Chair Casey Bell, along with Shawnee Forward Staff, accepted the Mayor's Proclamation for "Shop Shawnee Day" from Mayor Bolt.

6. Consideration of the Calendar Year 2024 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.

City Manager Andrea Weckmueller-Behringer gave a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner

Engles, to approve the once per month Calendar Year 2024 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority. Motion carried 5-0-0.

AYE: Matthews, Engles, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

7. Consideration of an ordinance amending portions of Article XI, Sections 8-600 through 8-603 of Chapter 8 of the Shawnee Municipal Code, regulating meal operations in the downtown area; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

City Manager Andrea Weckmueller-Behringer advised that the proposed ordinance clarifies language.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve an ordinance amending portions of Article XI, Sections 8-600 through 8-603 of Chapter 8 of the Shawnee Municipal Code, regulating meal operations in the downtown area; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Ordinance No. 2798 NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF ARTICLE XI, SECTIONS 8-600 THROUGH 8-603 OF CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE, REGULATING MEAL OPERATIONS IN THE DOWNTOWN AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

Motion carried 5-0-0.

AYE: Rutherford, Matthews, Engles, Bolt, Richter

NAY: None

ABSTAIN: None

Ordinance No. 2798NS was adopted by the City Commission.

8. Consideration of an emergency clause as it relates to Agenda Item No. 7 for the

protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.

City Attorney Joe Vorndran stated that in an effort to create additional transparency, emergency clauses will now be separate items from the respective ordinance.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an emergency clause as it relates to Agenda Item No. 7. Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

9. Consideration of an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; providing for severability; and providing for codification.

Public Works Director Brad Schmidt stated that the proposed ordinance amends sections of Chapter 21 to clarify language for City Manager or designee and the definition of vendors.

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve an ordinance amending portions of the Shawnee Municipal Code, Chapter 21 "Parks and Recreation"; providing for repeal; providing for codification; and providing for severability.

Ordinance No. 2799NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 21 "PARKS AND RECREATION"; PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; AND PROVIDING FOR SEVERABILITY.

Motion carried 5-0-0.

AYE: Engles, Rutherford, Richter, Matthews, Bolt

NAY: None

ABSTAIN: None

Ordinance No. 2799NS was adopted by the City Commission.

10. Consider the cancellation of Lease Agreement for 15512 Nickens Road, Belcher Tract Lot 2.

City Attorney Joe Vorndran asked that no action be taken on this item at this time because, administratively, it is no longer necessary.

No action taken at this time.

11. Consideration of a task order in accordance with the agreement between the City of Shawnee and Del Sol Consulting for consulting services related to the April 19, 2023, storm event.

Assistant City Manager Danny Vise advised that the proposed task order would be the second under the Consulting Agreement that was approved on June 9, 2023.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a task order in accordance with the agreement between the City of Shawnee and Del Sol Consulting for consulting services related to the April 19, 2023, storm event. Motion carried 5-0-0.

AYE: Matthews, Engles, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

12. Consideration of an amendment to the Contract between the City of Shawnee and DebrisTech, LLC for debris removal monitoring services.

Assistant City Manager Danny Vise provided a Staff report. He stated that the original contract included a "not to exceed" cap of Five Hundred Thousand Dollars (\$500,000.00). The proposed amendment would increase the cap to Seven Hundred Thousand Dollars (\$700,000.00), which would allow DebrisTech, LLC to continue to provide the FEMA-required debris removal monitoring services for the debris cleanup process.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve an amendment to the Contract between the City of Shawnee and DebrisTech, LLC for debris removal monitoring services. Motion carried 5-0-0.

AYE: Engles, Matthews, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

13. Consideration of a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for Fire Station No. 3 Remodel.

Fire Chief Tony Wittman advised that the scope of services included in the proposed Professional Services Agreement include (1) Information Gathering and Schematics; (2) Construction Documents; (3) Bidding and Negotiations; (4) Construction Administration; and (5) Reimbursable Expenses for a total contract amount of Two Hundred Thirty-Nine Thousand Two Hundred Ten Dollars (\$239,210.00).

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve a Professional Services Agreement with Brandstetter Carroll Inc. for Design Services for Fire Station No. 3 Remodel. Motion carried 5-0-0.

AYE: Rutherford, Engles, Bolt, Richter, Matthews

NAY: None

ABSTAIN: None

14. Consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Director of Engineering Seth Barkhimer advised that to comply with the National Bridge Inspection (NBI) Standards, the City is required to inspect all NBI bridges every year. Staff is requesting to select Circuit Engineering District No. 4, who has done the inspections for the past three (3) cycles.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Resolution No. 6716 was introduced.

A RESOLUTION CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS.

Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

15. Consideration of a resolution adopting a Code of Ethics for elected and appointed municipal leaders.

City Manager Andrea Weckmueller-Behringer stated that the proposed Code of Ethics is to strengthen the quality of government through ethical practices, which would govern the conduct of elected officials and appointed citizen volunteers serving in an official capacity.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a resolution adopting a Code of Ethics for elected and appointed municipal leaders.

Resolution No. 6717 was introduced.

A RESOLUTION ADOPTING A CODE OF ETHICS FOR CITY OF SHAWNEE ELECTED AND APPOINTED MUNICIPAL LEADERS.

Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

16. Consideration of a resolution adopting the Board of City Commissioners - Best Governance Practices Handbook.

City Manager Andrea Weckmueller-Behringer advised that the proposed Best Governance Practices Handbook would serve as a compass, navigating the complexities and responsibilities inherent in serving the City in the capacity of an elected leader.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a resolution adopting the Board of City Commissioners - Best Governance Practices Handbook.

Resolution No. 6718 was introduced.

A RESOLUTION ADOPTING THE BOARD OF CITY COMMISSIONERS – BEST GOVERNANCE PRACTICES HANDBOOK.

Motion carried 5-0-0.

AYE: Matthews, Engles, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

17. Consideration of the following budget amendments for Fiscal Year 2023 – 2024.

- a. General Fund - Fund 001 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services were received and paid for in FY23-24.
- b. Capital Improvement Fund - Fund 301 - to appropriate sales tax revenue for lease payments and to appropriate fund balance for FY22-23 Encumbrance for which goods or services were received and paid for in FY23-24.
- c. Street Improvement Fund - Fund 302 - to appropriate sales tax revenue to fund the Clearpond Rd Culvert Project that exceeded budget estimates.
- d. 2018 Capital Improvement Fund - Fund 303 - to appropriate fund balance for FY22-23 Encumbrances for which goods or services will be received or rendered in FY23-24.
- e. Hotel/Motel Surcharge Fund - Fund 106 - to appropriate additional revenues to fund various line items in the Tourism Department.
- f. Aquatic Center Fund - Fund 350 - to appropriate fund balance for an FY22-23 Encumbrance for which goods or services were received and paid for in FY23-24.

- g. Insurance Recovery Fund - Fund 603 - to fund anticipated property damage repairs with insurance recovery revenue.

Finance Director Lindsey McNabb-Fox provided a Staff report on each proposed budget amendment.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the budget amendments listed in Agenda Item Nos. 17(a-g). Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

18. Consider Bid(s):

- a. FY-24 Micro-Surfacing Streets Project (Award)

Director of Engineering Seth Barkhimer announced that one (1) bid was received. Staff recommends awarding the bid to Donelson Construction Company of Clever, Missouri in the total amount of Two Million Sixty-Six Thousand Nine Hundred Nineteen Dollars and Forty-Five Cents (\$2,066,919.45).

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to award the FY-24 Micro-Surfacing Streets Project to Donelson Construction Company in the amount of Two Million Sixty-Six Thousand Nine Hundred Nineteen Dollars and Forty-Five Cents (\$2,066,919.45). Motion carried 5-0-0.

AYE: Engles, Rutherford, Richter, Matthews, Bolt

NAY: None

ABSTAIN: None

- b. N. Park Avenue 14 in. Waterline Replacement (Award)

Director of Engineering Seth Barkhimer announced that four (4) bids were received. Staff recommends awarding the bid to Orr Construction, Inc. of Davenport, Oklahoma in the total amount of One Million One Hundred Fifty Thousand One Hundred Eighty Dollars (\$1,150,180.00).

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to award the North Park Avenue 14 Inch Waterline Replacement to Orr Construction, Inc. in the amount of One Million One Hundred Fifty Thousand One Hundred Eighty Dollars (\$1,150,180.00). Motion carried 4-1-0.

AYE: Rutherford, Engles, Bolt, Richter

NAY: Matthews

ABSTAIN: None

19. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC (Cowan) for Owner's Representative Inspection Services for North Park Avenue 14-inch Water Line Replacement project.

Director of Engineering Seth Barkhimer advised that the proposed Task Order would allow for a contract with Cowan Group Engineering, LLC to act as owner's representative for the North Park Avenue 14-inch Water Line Replacement Project. The proposed contract is in the amount of Ninety Thousand Eight Hundred Dollars (\$90,800.00).

A motion was made by Vice Mayor Rutherford, seconded by Mayor Bolt, to approve a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC (Cowan) for Owner's Representative Inspection Services for North Park Avenue 14-inch Water Line Replacement project. Motion carried 5-0-0.

AYE: Rutherford, Bolt, Richter, Matthews, Engles

NAY: None

ABSTAIN: None

20. Acknowledge Monthly Sales Tax and Budget Reports.

Finance Director Lindsey McNabb-Fox reported sales tax is up One Million One Hundred Seven Thousand Forty-Eight Dollars (\$1,107,048.00) or Nine Point One Percent (9.1%), over the projected budget year-to-date. She stated that use tax collections are up Three Hundred Nine Thousand Two Hundred Seventy Dollars (\$309,270.00) or Twenty Point Nine Percent (20.9%), above the projected budget year-to-date.

21. Administrative Report(s):

- a. Progress Update on the Unified Development Code - Rian Harkins,
Community Development Director

Community Development Director Rian Harkins introduced Ms. Dawn Warrick with Freese and Nichols. Ms. Warrick provided a presentation on the Progress Update on the Unified Development Code (UDC). Items discussed included:

- Project Process Overview
- Top 10 List
 1. Modern format
 2. Improved graphics
 3. Less technical jargon
 4. Overhauled subdivision standards
 5. Consolidated, revised, and new zoning districts
 6. Modernized uses with expanded use regulations
 7. Strengthened development standards
 8. Streamlined and clarified processes
 9. Flexibility provided without sacrificing certainty
 10. Expanded definitions
- UDC Organization
- Article Summary
- Next Steps

- b. Santa Fe Depot, Roof and Exterior Rehabilitation Project Update - Danny
Vise Jr., Assistant City Manager

Assistant City Manager Danny Vise provided an update on the Santa Fe Depot, Roof and Exterior Rehabilitation Project.

22. 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.

23. Commissioners Comments

Vice Mayor Rutherford commented on the opening of Woodland Veterans Park.

Commissioner Engles commented on Outsiders Production Company and the UDC progress.

Commissioner Matthews commented on Woodland Veterans Park, the new Water Treatment Plant, and the Shop Shawnee campaign.

Mayor Bolt commented on the tree lighting on Main Street, opening of Woodland Veterans Park, the Sidewalk Safari walk from Pleasant Grove School to the mall, and the updates on the UDC and Santa Fe Depot.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE
MUNICIPAL AUTHORITY (7:37 p.m.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:39 p.m.)

24. Consider an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S.§307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an executive session to discuss annual evaluation of the City Manager pursuant to 25 O.S.§307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee." Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

25. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding PFAS settlement. Motion carried 5-0-0.

AYE: Matthews, Engles, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 7:42 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:58 P.M. WITH ALL MEMBERS PRESENT.

26. Consider matters discussed in executive session regarding discussion of annual evaluation of City Manager pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee." (*Deferred from October 16, 2023 City Commission Meeting.*)

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to extend the City Manager's contract by one (1) year, the contract includes no change in rate of compensation, and it is amended to add five (5) additional days of paid leave per year. Motion carried 5-0-0.

AYE: Matthews, Rutherford, Richter, Engles, Bolt

NAY: None

ABSTAIN: None

27. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically

regarding PFAS settlement.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to engage the firm of McAfee & Taft regarding PFAS settlement and authorize the City Manager to follow their legal advice regarding participation in any lawsuit or opting out of any settlement. Motion carried 5-0-0.

AYE: Matthews, Engles, Bolt, Rutherford, Richter

NAY: None

ABSTAIN: None

28. Discussion and presentation of City Commissioner Ward 3 applicants:

Theresa Cody
Lauren Craig
Yannah Frazier
Robert Keil
Tanner Kelly

Ms. Devra Waterman read a statement on behalf of Applicant Theresa Cody.

Ms. Lauren Craig spoke regarding her request to be appointed as Ward 3 Commissioner.

Ms. Yannah Frazier spoke regarding her request to be appointed as Ward 3 Commissioner.

Mr. Robert Keil spoke regarding his request to be appointed as Ward 3 Commissioner.

Mayor advised that Mr. Tanner Kelly withdrew his application.

29. Discussion, consideration and possible action to appoint a Ward 3 Commissioner to complete remainder of term, expiring 2024.

Discussion was held among the Commission.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to appoint Yannah Frazier as Ward 3 Commissioner to complete the remainder of the term, expiring 2024. Motion carried 4-1-0.

AYE: Rutherford, Engles, Bolt, Matthews

NAY: Richter
ABSTAIN: None

30. Swearing in of Ward 3 Commissioner. *(This item only occurs if a Commissioner for Ward 3 is appointed during Agenda Item No. 29.)*

City Clerk Lisa Lasyone swore in Ms. Yannah Frazier as Ward 3 Commissioner.

31. Discussion and consideration of an appointment of a City Commissioner to the Shawnee Beautification, Parks, and Recreation Committee.

City Manager Andrea Weckmueller-Behringer provided a Staff report. Commissioner Richter volunteered to serve on the Committee.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to appoint Commissioner Lauren Richter to the Shawnee Beautification, Parks, and Recreation Committee. Motion carried 5-0-1.

AYE: Matthews, Rutherford, Engles, Frazier, Bolt
NAY: None
ABSTAIN: Richter

32. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (9:29 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

REGULAR PLANNING COMMISSION MINUTES

DATE: October 4, 2023

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on October 4, 2023, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Reese 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: Johnson, Reese, Rowell, Porter, Mew-Palmer

Absent: Barrett, Walker

Commissioner Walker arrived at 1:32 p.m.

Item 1. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting on August 2, 2023. Chair Reese asked for questions or corrections to the minutes.

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

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

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

Nay: None

Abstain: None

Item 2. Case No. **RZ11-23** – Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) property at 7109 N. Kickapoo Avenue.

City Planner Rachel Clyne provided a staff report with the following information and recommendation.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district I-2 (Light Industrial District)
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The proper notification for a public hearing was served.

Chair Reese opened the public hearing. With no public input, the public hearing was closed.

Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of RZ11-23 to rezone the subject property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District).

Commissioner Johnson made a motion to recommend the **APPROVAL**, with the listed conditions, of Case No. CUP02-23, which Commissioner Porter seconded.

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

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

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on October 16, 2023, at 6:00 p.m.

Item 5. Planning Commission Training Session – Part Four

Director Harkins presented a PowerPoint presentation discussing Zoning and Overlay Districts. He began discussing implementation tools for development. The examples were a Zoning Code and Subdivision Regulations, which will soon be replaced by the Unified Development Code (UDC). Additionally, an Engineering Design Criteria, a Comprehensive Plan, and a Capital Improvement Plan all work together to regulate development. Harkins reminded the Commissioners that the authority to enforce zoning was through Oklahoma Statutes: Title 11 – Cities & Towns and the Shawnee Code of Ordinances: Section 43-101. These explain what you can regulate in your community. The focus is on the Health, Safety, and General Welfare of a municipality and its citizens. Harkins reviewed the following information.

WHAT ZONING CAN DO

- Establish districts.
- Stimulate (or slow) development.
- Protect Landmarks.
- Provide efficiency in how land is used.
- Provide Incentives.

WHAT ZONING CAN'T DO

- Force a business to develop OR leave.
- Force someone to develop a property.
- Require "good" architecture.

ZONING ORDINANCE CONTENT

- Adopt both Text and Map
- Districts
 - Agriculture
 - Residential
 - Commercial
 - Industrial
- Uses
 - By Right
 - Specific/Conditional Use
- Setbacks
- Parking – Minimum/Maximum/Recommended
- Landscaping/Screening/Lighting
- Sign Regulations
- Access Controls
- Design Requirements
- Legal Nonconforming Uses

PLANNED UNIT DEVELOPMENT (PUD)

The Planned Unit Development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments (MWC Code of Ordinances).

PUD BENEFITS

- Provides for innovative development.
- Provides flexibility to maximize the unique physical features of the land.
- Provides economic arrangement of structures and diversifies living options of the land uses.
- Provides innovative design and development of land to offer varieties of the built environment.

- Provides options for modification in standard development requirements.

PUD IMPLEMENTATION

- Provide for unified development in accordance with the spirit of the Comprehensive Plan.
- Modifies the conventional zoning requirements.
- Building code requirements are not to be reduced in the construction process.
- Proposed private streets shall not expand outside of the PUD.
- Amenities are given special attention- sidewalks, trails, common areas, parks, public swimming pools, etc.

OVERLAY DISTRICTS

- Used to create a special zoning area.
- Identifies unique provisions.
- Works with OR modifies base zoning district(s).
- Can be one area or multiple sub-areas.

REASONS FOR OVERLAY DISTRICTS

- Natural Resource Protection.
- Historic Preservation.
- Development Guidance (character of an area).
- Other identified interests.

CREATING AN OVERLAY

- Define the purpose.
- Define the area.
- Establish specific rules for the area.
- Establish review process/criteria.

SMALL SCALE OVERLAY DISTRICT

- Setback averaging.
- Smaller minimum lot size.
- TN – Traditional Neighborhood.
- City recently Adopted a change to reduce the minimum lot size to 3,500 sq. ft. for infill development.

Item 6. Community Development Update

Community Development Director Harkins advised the Planning Commission that staff had reviewed and returned the subdivision regulations section of the Unified Development Code (UDC) project. Staff expected the zoning section of the UDC project in the next couple of weeks. The consulting firm was continuing work on the Engineer Design Manual. Director Harkins stated a briefing on the UDC would be at the November Planning Commission meeting and that the consulting firm would be presenting to the City Commission on November 20, 2023. Harkins stated that after the first of the year, there would be public discussion and input on the UDC before the final draft and implementation. Harkins advised a working draft of the Twin Lakes Master Plan had been returned to the consultants. One additional meeting with the advisory committee was scheduled. He stated that the Santa Fe Depot roof project would be out to bid by the end of the year.

Next, Director Harkins stated that representatives from the Bloomberg – John Hopkins Love Your Block (LYB) program did a site visit. There is excitement about year three (3). In addition to the mini-grants, a safety review, including a walkability audit, would take place in Dunbar Heights. Also, staff will be working with OG&E to ensure park safety. Harkins announced that the Infill Housing Palette was nearing 90% completion. The plans allow for a residential structure on a lot as narrow as 25'. Lastly, Director Harkins stated that four (4) of the eight (8) priorities

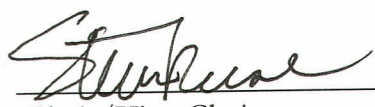
for the City of Shawnee fell under the purview of the Community Development Department. The Lake Master Plan and the Infill Housing Palette Priorities were almost complete. The Unified Development Code was underway, and the Homelessness Continuum of Care was an ongoing project.

Item 7. Planning Commissioners' Comments

Commissioner Johnson reminded everyone of the Walking Audit scheduled for October 11, 2023, at 4:00 p.m. Commissioner Mew-Pamer thanked staff for the information provided and was excited about the 2024 projects. Commissioner Walker agreed with Mew-Palmer and voiced his approval of the infill housing plans that are needed for vacant lots. Commissioner Porter asked about roundabouts as a possible traffic calming device in the City. He suggested the area near OBU as a potential location. He also reminded everyone that the Shawnee High School Homecoming was scheduled for that week.

Item 8. Adjournment

The meeting adjourned at **2:19 p.m.**



Chair/Vice-Chair

12/6/23

Date



City Planner

12/6/2023

Date

SHAWNEE SENIOR CITIZENS ADVISORY BOARD PROCEEDINGS

OCTOBER 10, 2023 AT 9:30 AM

The Shawnee Senior Citizens Advisory Board of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Senior Recreation Center, 401 North Bell Avenue, Shawnee, Oklahoma on, October 10, 2023 at 9:30 a.m., pursuant to notice duly posted as prescribed by law at 3:21 p.m. on October 6, 2023. Chairperson John Belzer presided and called the meeting to order. Upon roll call, the following members were in attendance.

John Belzer

Chairperson

Absent

Vice Chairperson

Pamela Pensoneau

Board Member

Ann Dowdy

Board Member

Absent

Board Member

Vacant

Board Member

Bill Haley

Board Member

Sally Murphy

Board Member

Ed Bolt

Mayor/ Board Member

Barry Fogerty

Board Member

ABSENT: Albert Rice, Phyllis Crosswell

CALL TO ORDER

DECLARATION OF QUORUM

1. Swearing in of Pamela Pensoneau and Barry Fogerty as Citizen Committee Members.

Due to the possibility of not having enough members to make a quorum, Mr. Fogerty and Mrs. Pensoneau were sworn in before the meeting.

2. Consideration of approval of the Minutes from the August 8, 2023 regular meeting.

A motion to approve was made by Ed Bolt. A 2nd was made by Sally

Murphy. Motion carried 7-0

Aye: John Belzer, Ann Dowdy, Barry Fogerty, Pamela Pensoneau, Bill Haley, Sally Murphy, and Ed Bolt.

Nay: None

3. Consideration of Shawnee Senior Citizens Advisory Board regular 2024 Meeting Schedule.

A discussion was held to discuss if the members would like to continue with monthly meetings or move to quarterly meetings. A motion to approve quarterly meetings was made by Barry Fogerty. A 2nd was made by Sally Murphy. Motion carried 7-0.

Aye: John Belzer, Ann Dowdy, Barry Fogerty, Pamela Pensoneau, Bill Haley, Sally Murphy, and Ed Bolt.

Nay: None

4. Consideration of a new Chairperson.

Ed Bolt nominated Barry Fogerty to be the new chairperson. The group voted and approved Mr. Fogerty as the new chairperson.

Aye: John Belzer, Ann Dowdy, Pamela Pensoneau, Bill Haley, Sally Murphy, and Ed Bolt.

Nay: None

Abstain: Barry Fogerty

5. Staff Reports

Amy thanked the new members for joining the board and discussed recent activities that have taken place at the Recreation Center. She also informed the members that Woodland Park Re-Opening Ceremony will be October 28, 2023 with activities for the community. Monsters on Main will be taking place on this day as well and there will be some activities for that in the park also.

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

Mr. Dowdy stated that since next year we are going to hold quarterly meetings, it is important that a phone call be made to remind board members of the upcoming meeting. Discussion was held and the board agreed that a phone call both one week before the meeting and one day before the meeting would be a

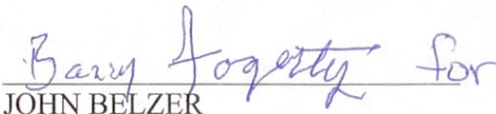
good idea.

7. Board Comments

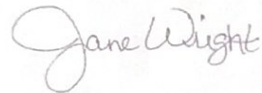
Bill Haley wanted to mention there is a problem with sand burs at the Community Center. Amy assured him she would pass along the information to the parks maintenance supervisor.

8. Adjournment

A motion to adjourn was made by Ann Dowdy. A 2nd was made by Sally Murphy.


JOHN BELZER
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY

DRAFT

SHAWNEE URBAN RENEWAL AUTHORITY PROCEEDINGS

AUGUST 1, 2023 AT 9:00 AM

The Shawnee Urban Renewal Authority 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, August 1, 2023 at 9:00 am, pursuant to notice duly posted as prescribed by law at 3:03 pm on July 14, 2023. Vice Chairman Tanquary presided and called the meeting to order. Upon roll call, the following members were in attendance.

Vacant
Chairman

Tosha Tanquary
Vice Charman

Jamelle Payne
Member

Absent
Member

Absent
Member

William Burke
Member

ABSENT: Carol Valentine, Glenda Pierce

CALL TO ORDER

DECLARATION OF QUORUM

1. Appoint Chairman

Commissioner William Burke volunteered to act as Chairman. A motion to approve appointing Mr. Burke as Chairman was made by Commissioner Payne, seconded by Commissioner Tanquary. Motion carried with no abstentions.

VOTING YES: Payne, Tanquary, Burke

VOTING NO: None

2. Consideration of approval of the Minutes from the November 1, 2022 regular rescheduled meeting.

Commissioner Payne asked if there had been any conflicts with the meeting minutes since he was absent from that meeting. There were none. A motion to approve the minutes from the November 1, 2022 meeting was made by Commissioner Tanquary, seconded by Commissioner Payne. Motion carried with

no abstentions.

VOTING YES: Tanquary, Payne, Burke

VOTING NO: None

3. Consideration to approve Claims 10/19/2022 - 07/13/2023: \$196,186.48

Jill Nichols, Program Manager, provided expenditure report for Fund 190 from the date of the last meeting until the date of agenda posting, totaling \$196,186.48 for program expenses with the exception of payroll. Explanations provided for the types of expenses, amounts of certain claims, and vendors used. A motion to approve the claims from 10/19/22 – 07/13/23 as presented was made by Commissioner Payne, seconded by Commissioner Tanquary. Motion carried with no abstentions.

VOTING YES: Burke, Payne, Tanquary

VOTING NO: None

4. Consideration to Approve Mowing Bid Award, Contract to B&J Lawn Care

Request for Bid for mowing SURA lots mailed out to all 7 pre-approved mowing/lawn care contractors on the bid list and a sole bid was received from B&J Lawn Care. A motion to approve the award and contract to B&J Lawn Care was made by Commissioner Tanquary and seconded by Commissioner Burke. Motion carried with no abstentions.

VOTING YES: Tanquary, Burke, Payne

VOTING NO: None

5. Update on Projects

Jill Nichols, Program Manager, gave the following project updates:

1. **Home Repair: Bathroom repairs –E. 9th Street**

Bids received: 1

Bid awarded to: LG Contracting for \$15,210.00

Work on this project has commenced and is due to be completed mid-November.

A change order is expected due to the condition of the flooring that was not detected at the time of the initial inspection. ***Update* Project was completed and closed out at \$18,200.00**

2. **Home Repair: Floor leveling, kitchen, electric –S. Pennsylvania**

Bids received: 2

Bid awarded to: LG Contracting for \$13,533.00

Work on this project was started on Oct. 18, 2022 and is due to be completed mid-November. ***Update* Project was completed and closed out at \$13,533.00**

3. Home Repair: Foundation Repair –E. Chandler

Bids received: 1

Bid awarded to: RamJack Foundation Repair for \$18,200.00

RamJack is the sole source of foundation repair available in our area at the time of requested quote. This project is set to be awarded by the time the November 1st meeting takes place at \$18,200.00. According to RamJack representatives, work should begin mid-December, 2022. ***Update* Change order on project due to RamJack not being able to achieve required pressure at 30ft, additional pipes installed at some points up to 45ft. Project was completed and closed out at \$20,900.00, and is pending final inspection. There will be a small interior project to replace the ceiling at this location using the remaining funds, if possible. Interior inspection and write up is pending.**

4. Home Repair: Bathroom repairs, ceiling repairs –S. Chapman

Bids received: 1

Bid awarded to: LG Contracting at \$10,995.00

Initial Inspection completed by staff, not yet sent out for bid at the time of this report (10/18/2022) but is likely to go out for bid before the meeting date of November 1. ***Update* Staff received 1 bid on this project and work on project commenced December 2022. Completed and closed out at \$12,815.00 pending completion of minor final task list and final inspection.**

5. Demo: Garage, Inground Pool –N. Chapman

Bids received: 1

Bid awarded to: M&M Wrecking at \$13,820.00

Work on this project began and was completed in January 2023. Demolition of hazardous conditions of detached garage. It was determined that the in-ground pool did not qualify for the program. Project was closed out at \$14,120.00.

6. Home Repair: Weatherization/Environmental Safety – N. Chapman

Bids received: 1

Bid awarded to: LG Contracting for \$22,874.00

This project went out for bid in February 2023 and work commenced April 2023. Repair of exterior soffit/fascia, replacement of 30 year old heat and air unit, and installation of new windows for weatherization. Work is in progress. ***Update* Project was completed in June as bid at \$22,874.00.**

7. **Home Repair: Roof replacement, floor leveling, plumbing – S. Park**
Bids received: 2

Bid awarded to: LG Contracting for \$17,794

This project went out for bid in January 2023 and work commenced March 2023. Roof replacement, floor leveling and flooring replacement in kitchen, repair of water lines underneath home and new water heater. Work is in progress.

***Update* Project was completed in June with one change order for an emergency water line replacement under the house. Completed and closed out at \$18,894.00**

8. **Home Repair: Roof replacement, water damage repair, weatherization – E. Federal**

Bids received: 1

Bid awarded to: LG Contracting for \$21,625.00

This project went out for bid in February 2023 and work commenced April 2023. Roof replacement, repair of water damaged sheetrock inside home from roof leak, and installation of new windows for weatherization. Work is in progress.

***Update* Project was completed in June with one change order to replace some rotted decking. Completed and closed out at \$22,435.00**

9. **Demo: Demo Hazardous and dilapidated home – S. Pottenger**
Bids received: 1

Bid awarded to: M&M Wrecking for \$11,200.00

This home was determined to be a blight and health hazard by City of Shawnee Code Enforcement. The homeowner was referred to our program and qualified.

The project went out for bid in November 2022 and one bid was received. Work was commenced and completed in December 2022, and the project was closed out at \$11,200.00

10. **Home Repair: Roof replacement, bathroom flooring, ADA compliance – N. Tucker**

Bids received: 1

Bid awarded to: LG Contracting for \$17,888.00

This project went out for bid in December 2022, work commenced in January 2023 and was completed in February, 2023. Roof replacement, leveling and repair of bathroom flooring, and installation of safety handrails surrounding bathtub.

Project was completed and closed out at \$18,313.00

11. Emergency Disaster Relief: \$5,000.55

Bids received: N/A

Bid awarded to: N/A

Due to the recent tornado, HUD approved the CDBG program's request to purchase 37 heavy duty 30x50 tarps for low- to moderate- income residents whose homes were damaged and in need of repair. These tarps were distributed en masse at the community-wide disaster relief distribution site at OBU's Green Campus.

12. Home Repair: Emergency roof replacement and electrical repair – W. Dewey

Bids received: 2

Bid awarded to: D&K Renovations for \$9,450.00

This project was an emergency repair from tornado damages. The homeowner went without power for over a week after the storm damaged some electrical components in the home and left large, open holes in the roof. Awarded in June and roof/electrical are completed but we anticipate a change order for repairs to the porch, as it has been deemed unsafe by Code Enforcement. Work remains in progress.

13. Demo: Demo hazardous and dilapidated home – N. Aydelotte

Bids received: 4

Bid awarded to: Arbor Transport for \$6,000.00

This project went out for bid in May 2023 and was awarded in June. Start date pending due to weather-related delays and permit issuance.

Currently we have 2 projects pending bids, and 8 applications for home repair or demo awaiting review.

6. Program Manager's Report

Jill Nichols, Program Manager, gave the following program updates:

1. The City has completed the Annual Action Plan and it was approved by HUD, which allows us to access our funding for 2023-2024 fiscal year.
2. There were 3 resignations (Flood, Barksdale, Hurley) and 3 new members (Burke, Pierce, Valentine) since the last meeting.
3. A contract renewal for the Transitional Housing program with COCAA is on the agenda for the next regular City Commission meeting. Community

Renewal has opted not to renew their contract and returned the keys to both residences to the CDBG office. CDBG is in talks with the City's homeless assistance office to develop a possible agreement for them to manage the two locations dropped by Community Renewal. CDBG has requested and is awaiting a proposal from the Homeless Coordinator for that.

4. Rian Harkins, Community Development Director, was approached by a non-profit organization to deed some SURA lots to them with the intent to build transitional housing. CDBG requested Mr. Harkins have the non-profit submit a proposal for the SURA board to review ahead of agreeing to any commitment.
5. Before the start of today's meeting, Jill Nichols was advised by Vice Chairman Tanquary of her intent to resign from the board. This information will be passed on to the City Clerk's office for assistance with filling the vacant seat.

7. Adjournment

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

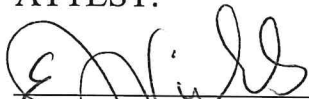
VOTING YES: Tanquary, Payne, Burke

VOTING NO: None



WILLIAM BURKE
CHAIRMAN

ATTEST:


JILL NICHOLS
SECRETARY

DRAFT

SHAWNEE URBAN RENEWAL AUTHORITY PROCEEDINGS

SEPTEMBER 28, 2023 AT 9:00 AM

The Shawnee Urban Renewal Authority of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Call Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma, on Thursday, September 28, 2023 at 9:00 AM, pursuant to notice duly posted as prescribed by law at 3:43 p.m. on September 13, 2023. Chairman Burke presided and called the meeting to order. Upon roll call, the following members were in attendance.

William Burke
Chairman

Vacant
Vice Charman

ABSENT
Member

Carol Valentine
Member

ABSENT
Member

William Burke
Member

Sydney Davidson
Member

ABSENT: Jamelle Payne, Glenda Pierce

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration to donate the following vacant lots to Building New Foundations, Inc.:
 - a. 1320 E. Fay
 - b. 1316 E. Fay
 - c. 1231 Sherry Lane

Rian Harkins, Community Development Director, answered questions from Chairman Burke and members Davison and Valentine on the intended proposed use of the 3 lots to be donated to Building New Foundations, Inc. Mr. Harkins explained the nature of the non-profit and their intent to use the lots to provide housing for qualified applicants to their program consisting primarily of veterans, disabled persons, the elderly, and families in need.

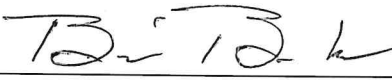
A motion was made by Member Davidson to approve the item, seconded by Member Valentine. Motion carries with no abstentions.

AYE: Davidson, Valentine, Burke
NAY: None

2. Adjournment

There being no further action to be considered, a motion was made by Chairman Burke, seconded by Member Valentine, to adjourn. Motion carries with no abstentions.

AYE: Burke, Valentine, Davidson
NAY: None



William Burke
Chairman

ATTEST:



Jill Nichols
Secretary



Entity Payment Report

11/01/2023 - 11/30/2023

Payment Date	Name	Payment Type	Receipt #	Payment Amount
11/30/2023	JIMMY'S PLUMBING	Cash	2820	75.00
11/30/2023	RAFTER G ELECTRICAL, LLC	Check	2818	75.00
11/30/2023	RUSH SERVICES OKLAHOMA, LLC	Check	2817	75.00
11/30/2023	II RIVERS COMPLETE SERVICES	Check	2816	75.00
11/30/2023	DR BRIAN DREW, DDS PC	Check	2815	15.00
11/30/2023	INTEGRATED HVAC	Check	2814	75.00
11/30/2023	MIDWEST WRECKING	IBX CC	2821	75.00
11/30/2023	GENERAL LIGHTING & SIGN	IBX CC	2819	75.00
11/29/2023	BONRAY REAL ESTATE, LLC	Check	2813	15.00
11/29/2023	ADVANCED ELECTRICAL TECHNOLOGIES LLC	Check	2811	75.00
11/29/2023	BRADLEY ELECTRICAL SOLUTIONS LLC	IBX CC	2810	100.00
11/29/2023	WADE SERVICES	IBX CC	2812	75.00
11/29/2023	JASON TUCKER ELECTRIC	IBX CC	2808	100.00
11/29/2023	LAMAR ADVERTISING OF OKLAHOMA CITY	IBX CC	2809	75.00

11/28/2023	SPEAK 8 ERY	Check	2807	1,005.00
11/28/2023	MICHAEL DENNIS BALDUFF & MICHELE JEANETTE BALDUFF	Check	2806	1,851.00
11/28/2023	NEAL'S LAWN SERVICE LANDSCAPING LLC	Cash	2805	25.00
11/28/2023	NEAL'S LAWN SERVICE LANDSCAPING LLC	Cash	2804	75.00
11/28/2023	JAMES W ISBELL	Cash	2802	15.00
11/28/2023	ARRIELLES BELLES	IBX CC	2803	50.00
11/27/2023	EAGLE LIGHTING INC	Check	2801	100.00
11/27/2023	PELTIER LAWN SERVICE, INC	Check	2795	25.00
11/27/2023	OKLAHOMA VISUAL GRAPHICS dba FASTSIGNS	Check	2792	150.00
11/27/2023	SIGNET GROUP SERVICES	IBX CC	2796	15.00
11/27/2023	CDL ELECTRIC COMPANY, INC	IBX CC	2794	75.00
11/27/2023	CARTWRIGHT PLUMBING	IBX CC	2791	75.00
11/27/2023	GROUND ZERO SHELTERS	IBX CC	2793	75.00
11/27/2023	WHISTLER SIGN COMPANY LLC	IBX CC	2790	75.00
11/22/2023	RED RIVER ELECTRIC	Cash	2788	175.00
11/22/2023	ADVANCED CLIMATE SOLUTIONS LLC	IBX CC	2787	100.00
11/22/2023	JENNIFER MASSEY	IBX CC	2789	776.00
11/21/2023	ROBERT & KIMBERLY GOODMAN	Check	2786	776.00

11/21/2023	LESLIE JEFFERSON & RONALD JEFFERSON	Check	2784	1,851.00
11/21/2023	HOPKINS ELECTRIC	IBX CC	2785	75.00
11/21/2023	TRI-COUNTY AIR SOLUTIONS	IBX CC	2783	100.00
11/20/2023	DAREN & VALERIE BOYNE	Check	2780	776.00
11/20/2023	AMY PERKINS & MANDY VICKERY	IBX CC	2781	1,537.00
11/20/2023	TRU FUSE ELECTRIC	IBX CC	2782	100.00
11/17/2023	KIDSCHOICE	IBX CC	2777	50.00
11/17/2023	GEOFFREY PRUETT	IBX CC	2778	776.00
11/17/2023	METRO SIGN CORPORATION	IBX CC	2779	225.00
11/16/2023	BRAD'S PLUMBING	IBX CC	2776	75.00
11/16/2023	TEAM TERNEUS LLC DBA HOTWORX	IBX CC	2775	50.00
11/15/2023	JERRY DUNN PLUMBING INC	Check	2774	100.00
11/15/2023	JOHN & KAY JORDAN	Check	2773	25.00
11/15/2023	MOORE FAITH PLUMBING	IBX CC	2772	100.00
11/13/2023	HERBAN ALTERNATIVES	Check	2769	50.00
11/13/2023	LANNY & DEANA LEWIS	Check	2767	776.00
11/13/2023	MAYS SERVICES	IBX CC	2768	75.00
11/13/2023	ION DEVELOPER LLC dba ION SOLAR	IBX CC	2766	100.00
11/13/2023	MARTIN FAMILY PLUMBING, LLC	IBX CC	2771	100.00
11/13/2023	SUBLIME SOLAR LLC	IBX CC	2770	50.00
11/9/2023	LADONNA K FREEMAN REVOCABLE	Check	2764	776.00

	TRUST u/a/d OCTOBER 29, 2006			
11/9/2023	SALZER PLUMBING & MORE	IBX CC	2765	100.00
11/8/2023	JW HEATING AND AIR LLC	Check	2762	100.00
11/8/2023	WARNER HEAT & AIR LLC	IBX CC	2763	75.00
11/8/2023	DENSE MECHANICAL	IBX CC	2761	75.00
11/7/2023	PROVIDENTIAL SERVICE	IBX CC	2759	100.00
11/7/2023	LONGEVITY FOOT MASSAGE #2	IBX CC	2760	50.00
11/6/2023	MARTELL HEATING & AIR	Check	2758	75.00
11/6/2023	CHECK 'N GO	Check	2757	15.00
11/6/2023	MOUNT ELECTRIC LLC	IBX CC	2756	75.00
11/3/2023	MARGARET MANOR ELDERLY HOUSING	Check	2754	15.00
11/3/2023	JOHN BRACKLEIN	Check	2753	776.00
11/3/2023	HENRY BUSCH INC	IBX CC	2755	75.00
11/3/2023	DARTPHONE	IBX CC	2752	50.00
11/2/2023	MOBILE MANAGEMENT INC	Check	2747	50.00
11/2/2023	KAGE V CRAWFORD	Cash	2750	50.00
11/2/2023	B & R ELECTRIC	IBX CC	2749	100.00
11/2/2023	HINTON REFRIGERATION	IBX CC	2748	100.00
11/2/2023	ABSENTEE SHAWNEE HOUSING AUTHORITY	IBX CC	2751	50.00
11/1/2023	AIRCO SERVICE	Check	2745	75.00
11/1/2023	CHAMPION PLUMBING	IBX CC	2744	75.00

				16,266.00
--	--	--	--	-----------

Total Records: 73

12/1/2023



Monthly - City Clerk

11/01/2023 - 11/30/2023

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20231998	11/7/2023	B - Accessory Structure	402 N MEAD	DON ANTHONY	ACCESSORY STRUCTURE	0	840	\$183.00
20231984	11/6/2023	B - Accessory Structure	300 CLUB HOUSE DR	BARN BROTHERS	NEW CONSTRUCTION	16,458	288	\$54.50
20231979	11/3/2023	B - Accessory Structure	116 PONTOTOC AVE	BRADLEY COTTRELL	NEW CONSTRUCTION - TORNADO	45,845	1,200	\$259.50
20232046	11/15/2023	B - Carport	17232 MAGNINO RD	ROBERT GOODMAN	NEW CONSTRUCTION	50,000	792	
20232067	11/16/2023	B - Commercial - Add On	201 N OKLAHOMA AVE	INFINITY RESTORATION & CONSTRUCTION LLC	ADD ON	82,000	2,000	\$504.50
20232118	11/28/2023	B - Commercial - New	830 W FORD ST	EAGLE VISION CONSTRUCTION	NEW CONSTRUCTION	130,000	3,000	\$754.50
20232074	11/17/2023	B - Commercial - New	41401 WOLVERINE RD		NEW CONSTRUCTION	0	0	
20232058	11/16/2023	B - Commercial - New	4732 N KICKAPOO	INFINITY CONSTRUCTION	NEW CONSTRUCTION	82,000	1,708	\$1,256.50
20232127	11/30/2023	B - Commercial - Remodel	25 W KEN DEL DR	ART JILLSON	REPAIR	0	0	
20232119	11/28/2023	B - Commercial - Remodel	1049 VISION BLVD STE 700	RG BROWN CONSTRUCTION	REMODEL	16,000	1,400	\$354.50
20232115	11/28/2023	B - Commercial - Remodel	4010 N KICKAPOO	MAZZIOS LLC	MAZZIOS	750,000	6,500	\$1,629.50
20232098	11/22/2023	B - Commercial - Remodel	1945 N KICKAPOO	GREG BROWN HOMES	REMODEL	150,000	2,418	\$609.00
20232060	11/16/2023	B -	19 INTERSTATE	MIDWEST	REMODEL	446.412	6.082	\$1,525.00

		Commercial - Remodel	PKWY	COMMERCIAL LLC				
20232052	11/15/2023	B - Residential - Mobile Home	2524 N HARRISON AVE LOT 109	AFFORDABLE LIVING MHC HOMES LLC	MOVE ON	99,900	1,344	\$29.50
20232051	11/15/2023	B - Residential - Mobile Home	2524 N HARRISON AVE LOT 68	AFFORDABLE LIVING MHC HOMES LLC	MOVE ON	69,900	896	\$29.50
20232120	11/29/2023	B - Residential - New	1100 MAGNOLIA DR	PETE LOUIS BONICELLI SR REVOCABLE TRUST	NEW CONSTRUCTION	170,000	2,131	\$1,182.34
20232105	11/27/2023	B - Residential - New	3 SHAMROCK CIR	OAKSIDE CONSTRUCTION	NEW CONSTRUCTION	200,500	791	\$172.59
20232104	11/27/2023	B - Residential - New	1 SHAMROCK CIR	OAKSIDE CONSTRUCTION	NEW CONSTRUCTION	200,500	791	\$172.59
20232057	11/15/2023	B - Residential - New	15109 ECKEL RD	JEFF CANNON	NEW CONSTRUCTION	450,000	4,278	\$913.58
20231989	11/7/2023	B - Residential - New	1101 W 45TH	HUBBARD HOMES	NEW CONSTRUCTION	190,000	2,204	\$1,197.85
20231978	11/3/2023	B - Residential - New	116 PONTOTOC AVE	BRADLEY COTTRELL	NEW CONSTRUCTION - TORNADO	110,000	1,026	\$222.53
20231960	11/2/2023	B - Residential - New	1402 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,902	\$1,133.68
20231959	11/2/2023	B - Residential - New	1400 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,377	\$1,234.61
20231958	11/2/2023	B - Residential - New	1403 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,768	\$1,105.20
20231957	11/2/2023	B - Residential - New	1401 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,947	\$1,143.24
20231954	11/1/2023	B - Residential - New	11 TAWANA	SEBASTIAN HOME CONSTRUCTION LLC	NEW CONSTRUCTION	200,000	2,345	\$502.81
20232128	11/30/2023	B - Residential - Remodel	214 W 36TH ST	KYLE MANUS	REMODEL	40,000	1,400	\$302.00
20232082	11/21/2023	B -	126 MEADOWS	MELISSA WALKER	REMODEL	100,000	1,681	\$361.71

		Residential - Remodel	LN					
20232077	11/20/2023	B - Residential - Remodel	328 W 36TH	MCKASSON CONSTRUCTION	REMODEL	130,000	1,400	\$302.00
20232073	11/17/2023	B - Residential - Remodel	535 N AYDELOTTE	DEBRA HARRISON	ADD ON TO GARAGE	1,000	414	\$92.48
20232071	11/17/2023	B - Residential - Remodel	1914 OAK TREE CT	TRAVIS COLLINS	remodel	10,000	300	\$68.25
20232044	11/15/2023	B - Residential - Remodel	222 W FRANKLIN ST	VIRYDIANA FLORES	REMODEL	3,000	475	\$105.44
20232037	11/15/2023	B - Residential - Remodel	3906 N AYDELOTTE AVE	TAILORED ROOFING & REMODELING, LLC	REMODEL	17,778	42	\$29.50
20232031	11/13/2023	B - Residential - Remodel	822 W 9TH ST	KOFI MBROH	REMODEL	15,000	873	\$190.01
20232016	11/9/2023	B - Residential - Remodel	727 W FORD	RHON MATHIS	REMODEL	0	1,526	\$29.50
20232010	11/8/2023	B - Residential - Remodel	615 N PARK	TAREK SAAD	REMODEL	25,000	2,246	\$481.78
20232008	11/8/2023	B - Residential - Remodel	212 E KIRK	RYAN DUNN	REMODEL	45,000	532	\$117.55
20231983	11/6/2023	B - Residential - Remodel	1201 E MAIN	WCERO SAUCEDO	REMODEL	40,000	1,428	\$307.95
20231955	11/1/2023	B - Residential - Remodel	1208 E HICKMAN	JIMMY EMMITT	REMODEL	35,000	1,325	\$286.06
20232036	11/15/2023	B - Roof Redeck	607 W 39TH ST	MALLARD CONSTRUCTION	ROOF RE-DECK	0	0	\$54.50
20231999	11/7/2023	B - Roof Redeck	619 W ROSA	ETHAN CHOATE	REPLACE EXISTING	5,500	1,800	\$50.00
20231993	11/7/2023	B - Roof Redeck	704 E WAYNE ST	PARKER BROS ROOFING	RE-DECK	18,089	0	\$29.50
20231992	11/7/2023	B - Roof Redeck	1811 N UNION	PARKER BROS ROOFING	RE-DECK	26,415	0	\$29.50
20232108	11/27/2023	B - Solar Panels	308 SWEET GRASS CT	NIVO SOLAR	NEW INSTALLATION	19,391	380	\$85.25
20232106	11/27/2023	B - Solar Panels	2104 N TUCKER AVE	ION DEVELOPER LLC	NEW INSTALLATION	23,520	170	\$40.63

20232101	11/27/2023	B - Solar Panels	1616 N UNION AVE	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20232100	11/27/2023	B - Solar Panels	1616 N UNION AVE	NIVO SOLAR	NEW INSTALLATION	39,686	867	\$188.74
20232095	11/22/2023	B - Solar Panels	1810 N PENNSYLVANIA AVE	GREEN LIGHT SOLAR	NEW INSTALLATION	28,285	288	\$65.70
20230278	11/1/2023	B - Solar Panels	4410 LILLY VALLEY	HOPKINS ELECTRIC COMPANY	NEW INSTALLATION	35,000	977	\$212.11
20232129	11/30/2023	E - Electrical	717 W WOOD	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20232125	11/29/2023	E - Electrical	1216 E BRADLEY ST	MISTER SPARKY	MISCELLANEOUS	0	0	\$54.50
20232123	11/29/2023	E - Electrical	214 W 36TH ST	JASON TUCKER ELECTRICAL	BCW / NEW SERVICE	0	0	\$104.50
20232116	11/28/2023	E - Electrical	4983 N HARRISON AVE	BRADLEY ELECTRIC	NEW 200 AMP SERVICE	0	0	\$54.50
20232111	11/28/2023	E - Electrical	4312 BLAISE DR	BOB'S ELECTRIC	MISCELLANEOUS	0	0	\$54.50
20232110	11/27/2023	E - Electrical	2131 N KICKAPOO	EAGLE LIGHTING INC	BCW TO CANAPY	0	0	\$54.50
20232109	11/27/2023	E - Electrical	308 SWEET GRASS CT	NIVO SOLAR	NEW INSTALLATION	0	0	\$54.50
20232107	11/27/2023	E - Electrical	2104 N TUCKER AVE	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20232096	11/22/2023	E - Electrical	1810 N PENNSYLVANIA AVE	GREEN LIGHT SOLAR	NEW INSTALLATION	0	0	\$54.50
20232093	11/21/2023	E - Electrical	49 TIMBER CREEK DR	RED RIVER ELECTRIC	SWAP PANEL / ADD DISCONNECT	0	0	\$54.50
20232078	11/20/2023	E - Electrical	506 N MEAD AVE	MOUNT ELECTRIC	200 AMP SERVICE / BCW	0	0	\$104.50
20232076	11/20/2023	E - Electrical	101 MEADOWS LANE	MISTER SPARKY	CHANGE OUT	0	0	\$54.50
20232075	11/20/2023	E - Electrical	1914 OAK TREE CT	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20232070	11/16/2023	E - Electrical	916 W FARRALL	TRUFUSE ELECTRIC	REWIRE	0	0	\$104.50
20232063	11/16/2023	E - Electrical	1546 N PENNSYLVANIA AVE	LINE ELECTRIC & LIGHTING LLC	REPLACE EXISTING	0	0	\$54.50
20232062	11/16/2023	E - Electrical	4850 MARKETPLACE BLVD	PATRICKS ELECTRIC INC	PETS MART	0	0	\$54.50

20232053	11/15/2023	E - Electrical	2202 N AIRPORT DR	RETHFORD ELECTRIC	MISCELLANEOUS	0	0	
20232039	11/15/2023	E - Electrical	418 N SHAWNEE OK	MAYS SERVICES	REMODEL	0	0	\$54.50
20232038	11/15/2023	E - Electrical	15 CONCORD	BLISS ELECTRIC, INC	REMODEL	0	0	\$54.50
20232029	11/13/2023	E - Electrical	1304 INVERNESS CIR	LARRISON ELECTRICL SERVICES INC	NEW INSTALLATION	0	0	\$54.50
20232025	11/13/2023	E - Electrical	1601 N KICKAPOO STE 500	M&J CONTRACTORS LLC	REMODEL	0	0	\$54.50
20232023	11/13/2023	E - Electrical	1607 SIR JAKE	HOMESTEAD ELECTRIC	REPLACE	0	0	\$54.50
20232015	11/9/2023	E - Electrical	1427 N MARKET	BOB'S ELECTRIC	REMODEL	0	0	\$54.50
20232014	11/9/2023	E - Electrical	3901 N KICKAPOO #35	PATRIOT POWER SERVICES LLC	BRANCH CIRCUIT WIRING	0	0	\$54.50
20232007	11/8/2023	E - Electrical	24 KIOWA	PINNACLE HOME SERVICES dba MISTER SPARKY	MISCELLANEOUS	0	0	\$54.50
20232003	11/8/2023	E - Electrical	2821 N MARKET	PATRIOT POWER SERVICES LLC	REPAIR SERVICE	0	0	\$54.50
20232000	11/7/2023	E - Electrical	1830 W ROSA ST	ALL PHASE ELECTRIC	extend to new shop	0	0	\$54.50
20231966	11/2/2023	E - Electrical	196 SHAWNEE MALL DR	KNIGHT ELECTRIC, INC	MISCELLANEOUS	0	0	\$104.50
20231956	11/2/2023	E - Electrical	1607 N MARKET	B & R ELECTRIC	REPAIR	0	0	\$54.50
20232050	11/15/2023	F - Burn	42400 GARRETTS LAKE RD 210	TERRY MARTIN	BURN PERMIT	0	0	\$29.50
20232112	11/28/2023	F - Fire Alarm / Smoke Control System	8032 INDUSTRIAL DR	PINNACLE FIRE AND SECURTY LLC	FIRE ALARM	0	0	\$104.50
20232103	11/27/2023	F - Fire Suppression	3700 N KICKAPOO AVE SUITE 116	FPS- TECHNOLOGIES	NEW INSTALLATION	0	0	\$104.50
20232072	11/17/2023	F - Fire Suppression	4817 N KICKAPOO	FRAZIER FIRE, LLC	FIRE SUPPRESSION	0	10,000	\$304.50
20232131	11/30/2023	M - Mechanical	2505 OVAL DR	COMFORTWORKS INC	CHANGE OUT	0	0	
20232130	11/30/2023	M - Mechanical	196 SHAWNEE MALL DR	WOOD AIR CONDITIONING.	CHANGE OUT	467,414	0	\$6,424.50

				LLC				
20232113	11/28/2023	M - Mechanical	506 N MEAD AVE	LUCKY DAY HVAC	NEW SYSTEM	0	0	\$64.50
20232102	11/27/2023	M - Mechanical	9 ROCK HOLLOW	AIRCO SERVICE	CHANGE OUT	0	0	\$64.50
20232097	11/22/2023	M - Mechanical	15 E ROSA	A TEAM HEATING & COOLING	CHANGE OUT	0	0	\$54.50
20232094	11/22/2023	M - Mechanical	2230 E HIGHLAND ST	ADVANCED CLIMATE SOLUTIONS LLC	NEW INSTALLATION	0	0	\$54.50
20232089	11/21/2023	M - Mechanical	1301 SHERRY LN	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$64.50
20232083	11/21/2023	M - Mechanical	1914 OAK TREE CT	TRI COUNTY AIR SOLUTIONS	DUCT WORK	0	0	\$54.50
20232061	11/16/2023	M - Mechanical	4850 MARKETPLACE BLVD	PATRICKS ELECTRIC INC	PETS MART	0	0	\$1,014.50
20232045	11/15/2023	M - Mechanical	1607 SIR JAKE	SPARKS HEAT & AIR	CHANGE OUT	0	0	\$144.50
20232033	11/14/2023	M - Mechanical	3031 N HARRISON AVE	ACOCK CLIMATE CONTROL	CHANGE OUT	0	0	\$84.50
20232013	11/9/2023	M - Mechanical	3901 N KICKAPOO #28	AC DOCTORS	new system	0	0	\$54.50
20232012	11/8/2023	M - Mechanical	1201 E MAIN	WARNER HEAT AND AIR	3 ton SYSTEM	0	0	\$64.50
20232011	11/8/2023	M - Mechanical	3954 N KICKAPOO AVE	JW HEATING AND AIR LLC	DUCT WORK 3 SYSTEM	0	0	\$54.50
20232006	11/8/2023	M - Mechanical	4611 N KICKAPOO	DENSE MECHANICAL		0	0	\$494.50
20232005	11/8/2023	M - Mechanical	3947 N KICKAPOO ST	SOONER HVAC, INC	MISCELLANEOUS	0	0	\$54.50
20231997	11/7/2023	M - Mechanical	212 E KIRK	PROVIDENTIAL SERVICES LLC	NEW INSTALLATION	0	0	\$104.50
20231994	11/7/2023	M - Mechanical	703 E 45TH ST	A TEAM HEATING AND COOLING	FURNACE CHANGE OUT	0	0	\$54.50
20231987	11/6/2023	M - Mechanical	524 S LOUISA AVE	MARTELL HEATING AND AIR	1.5 NEW SYSTEM	0	0	\$34.50
20231961	11/2/2023	M - Mechanical	4840 N KICKAPOO AVE	HINTON REFRIGERATION	CHANGE OUT	0	0	\$454.50
20231995	11/7/2023	O - Chicken Permit	12 TAWANA	GABRIELLE SMITH	CHICKEN PERMIT	0	0	\$15.00
20232069	11/16/2023	O - Curb Cut, Driveway and Sidewalk	315 E INDEPENDENCE	ANTHONY BRADSHAW	REPLACE EXISTING	0	0	\$50.00

20231952	11/1/2023	O - Curb Cut, Driveway and Sidewalk	601 N BEARD	TOM HOWARD PROPERTIES, LLC	REPLACE EXISTING	0	0	\$50.00
20232114	11/28/2023	O - Demolition and Moving	10TH & OKLAHOMA	MEIER AND SONS DEMOLITION	DEMOLITION	0	0	\$50.00
20232068	11/16/2023	O - Demolition and Moving	3831 N KICKAPOO AVE	M & M WRECKING, INC	DEMOLITION	0	0	\$50.00
20232043	11/15/2023	O - Demolition and Moving	40601 WOLVERINE RD	DEE OGEL	DEMOLITION	0	0	\$50.00
20232041	11/15/2023	O - Demolition and Moving	519 N BELL	ARBOR TRANSPORT & CONSTRUCTION INC	DEMOLITION	0	0	
20232040	11/15/2023	O - Demolition and Moving	2401 N KICKAPOO	MIDWEST WRECKING CO	DEMOLITION	0	0	
20232001	11/7/2023	O - Demolition and Moving	2613 N KICKAPOO AVE	MIDWEST WRECKING CO	DEMOLITION	0	0	\$50.00
20231991	11/7/2023	O - Demolition and Moving	615 N DOROTHY AVE	II RIVERS COMPLETE SERVICE	DEMOLITION	0	0	\$50.00
20231990	11/7/2023	O - Demolition and Moving	623 N POTTENGER	II RIVERS COMPLETE SERVICE	DEMOLITION	0	0	\$50.00
20231986	11/6/2023	O - Demolition and Moving	1004 OVERLAND CT	WADE SERVICES	DEMOLITION	0	0	
20231985	11/6/2023	O - Demolition and Moving	623 W WALLACE ST	WADE SERVICES	DEMOLITION	0	0	
20231963	11/2/2023	O - Demolition and Moving	4218 N HARRISON AVE	A-1 DOZER	DEMOLITION	0	0	\$50.00
20232056	11/15/2023	O - Land Disturbance	41401 WOLVERINE RD	GEORG FISCHER CENTRAL PLASTICS, LLC	LAND DISTURBANCE	0	0	\$50.00
20232088	11/21/2023	O - Paving Cut and Boring	512 N BELL AVE	B & H CONSTRUCTION	ROAD BORE	0	0	
20232087	11/21/2023	O - Paving Cut and Boring	504 N BELL	B & H CONSTRUCTION	ROAD BORE	0	0	

20232086	11/21/2023	O - Paving Cut and Boring	212 E HIGHLAND	B & H CONSTRUCTION	ROAD BORE	0	0	
20232085	11/21/2023	O - Paving Cut and Boring	202 E HIGHLAND ST	B & H CONSTRUCTION	ROAD BORE	0	0	
20232084	11/21/2023	O - Paving Cut and Boring	116 E HIGHLAND ST	B & H CONSTRUCTION	ROAD BORE	0	0	
20232027	11/13/2023	O - Paving Cut and Boring	127 N PARK	B & H CONSTRUCTION	ALLEY STREET CUT	0	0	
20231988	11/7/2023	O - Paving Cut and Boring		T & J COMMUNICATIONS	ROAD BORE	0	0	
20231951	11/1/2023	O - Paving Cut and Boring	2692 LEGACY PL	TSU1	ROAD BORE	0	0	
20231950	11/1/2023	O - Paving Cut and Boring		UTILITY SERVICES ASSOCIATES CONSTRUCTION	intersection of N Bryan and East Macarthur	0	0	\$180.00
20232099	11/29/2023	O - Sign	700 E INDEPENDENCE ST	REBEL SIGN COMPANY	NEW INSTALLATION	38,720	360	\$50.00
20232059	11/16/2023	O - Sign	1102 N KICKAPOO	SIGN WORKS	ERECT / PERMANENT	1,500	64	\$50.00
20232055	11/16/2023	O - Sign	1510 N KICKAPOO	A-MAX SIGNS CO., INC	REPLACE EXISTING	15,000	192	\$50.00
20232035	11/14/2023	O - Sign	101 W INTERSTATE PARKWAY AKA 4851 N KICKAPOO AVE	METRO SIGN	REPLACE EXISTING	5,000	0	\$50.00
20232002	11/8/2023	O - Sign	1414 N HARRISON AVE	METRO SIGN	REPLACE EXISTING	4,000	15	\$50.00
20231982	11/6/2023	O - Sign	3929 N HARRISON ST	TINKER FEDERAL CREDIT UNION	TEMPORARY	100	32	\$50.00
20231977	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	DIRECTIONAL SIGN	150	3	\$450.00
20231976	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	DIRECTIONAL SIGN	250	3	\$50.00
20231975	11/2/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	DIRECTIONAL SIGN	250	3	\$50.00
20231974	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	DUMPSTER PANEL	4,500	7	\$50.00
20231973	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	MENU BOARD	2,750	9	\$50.00

20231971	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	MENU BOARD	2,750	9	\$50.00
20231970	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	ERECT WALL SIGN	2,500	11	\$50.00
20231969	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	WALL SIGN	2,500	11	\$50.00
20231968	11/6/2023	O - Sign	4734 N KICKAPOO	CLAYTON SIGNS	permanent pylon	8,000	35	\$50.00
20231953	11/2/2023	O - Sign	19 INTERSTATE PKWY	MIDWEST COMMERCIAL LLC	TEMPORARY	0	0	\$50.00
20232126	11/30/2023	P - Plumbing	3906 N AYDELOTTE AVE	ERIC'S PLUMBING, LLC	REPLACE EXISTIN	0	0	\$54.50
20232124	11/29/2023	P - Plumbing	4600 N KICKAPOO	DUVALL PLUMBING CO	REPLACE EXISTING	0	0	\$54.50
20232122	11/29/2023	P - Plumbing	1102 W LOCUST ST	JIMMY B QUICK PLUMBING	DRAINS / WATER LINES	0	0	\$54.50
20232121	11/29/2023	P - Plumbing	506 N MEAD AVE	NEXGEN PLUMBING	MISCELLANEOUS	0	0	\$54.50
20232117	11/28/2023	P - Plumbing	717 W WOOD	CARTWRIGHT PLUMBING	GAS LINE EXTENSION	0	0	\$54.50
20232092	11/21/2023	P - Plumbing	1201 MARK ST	THUNDER MECH SVCS	SEWER LINE REPLACE	0	0	\$79.50
20232090	11/21/2023	P - Plumbing	130 N TUCKER	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20232081	11/21/2023	P - Plumbing	657 N PARK	MOORE WATER & AIR	MISCELLANEOUS	0	0	\$54.50
20232079	11/20/2023	P - Plumbing	36005 OLD HWY 270	COWBOYS PLUMBING, LLC	REPAIR	0	0	\$54.50
20232066	11/16/2023	P - Plumbing	1700 N HARRISON	AIRCO SERVICE	WATER HEATER CHANGEOUT	0	0	\$54.50
20232065	11/16/2023	P - Plumbing	1908 TWISTED OAK CT	BRADS PLUMBING LLC	GAS EXTENSION FOR GENERATOR	0	0	\$54.50
20232064	11/16/2023	P - Plumbing	1253 AUGUSTA CT	BRADS PLUMBING LLC	gas extension for generator	0	0	\$54.50
20232054	11/15/2023	P - Plumbing	3512 N UNION AVE	DALE'S PLUMBING	REPLACE EXISTING	0	0	\$54.50
20232049	11/15/2023	P - Plumbing	3815 N HARRISON AVE	J-4 CONTRACTING dba JERRY DUNN PLUMBING	RE-PLUMB	0	0	\$54.50
20232048	11/15/2023	P - Plumbing	702 W AYRE SUITE C	STANFIELD PLUMBING	GAS LINE	0	0	\$54.50
20232047	11/15/2023	P - Plumbing	1201 ROSE DR	ALL ABOUT PLUMBING	REPLACE EXISTING	0	0	\$54.50
20232042	11/15/2023	P - Plumbing	1201 E MAIN	MOORE FAITH PLUMBING	REMODEL	0	0	\$54.50

20232034	11/14/2023	P - Plumbing	3402 N OKLAHOMA	MOORE WATER & AIR	NEW INSTALLATION	0	0	\$54.50
20232032	11/13/2023	P - Plumbing	38 BELLA VISTA	HUBBARD PLUMBING LLC	GAS LINE EXTENSION	0	0	\$54.50
20232030	11/13/2023	P - Plumbing	1825 N PARK	COWBOYS PLUMBING, LLC	MISCELLANEOUS	0	0	\$54.50
20232028	11/13/2023	P - Plumbing	1208 TURNBERRY CIR	LIBERTY PLUMBING & GAS	GAS LINE	0	0	\$54.50
20232024	11/13/2023	P - Plumbing	3954 N KICKAPOO AVE	M&J CONTRACTORS LLC	GAS LINE	0	0	\$54.50
20232022	11/13/2023	P - Plumbing	28 CHEYENNE	VETERAN PLUMBING SERVICES LLC	MISCELLANEOUS	0	0	\$54.50
20232021	11/13/2023	P - Plumbing	505 W BENEDICT	QUALITY PLUMBING	REPAIR EXISTING	0	0	\$54.50
20232020	11/13/2023	P - Plumbing	1224 N LOUISA AVE	DALES PLUMBING	REPLACING EXISTING	0	0	\$379.50
20232019	11/9/2023	P - Plumbing	1008 E 11TH ST	DALES PLUMBING	GAS LINE	0	0	\$54.50
20232018	11/9/2023	P - Plumbing	1501 N SHAWNEE AVE	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20232017	11/9/2023	P - Plumbing	1302 NOTTINGHAM CIR	HUBBARD PLUMBING LLC	GAS LINE EXTENSION	0	0	\$54.50
20232009	11/8/2023	P - Plumbing	704 N PENNSYLVANIA	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50
20232004	11/8/2023	P - Plumbing	212 E KIRK	MARTIN FAMILY PLUMBING LLC	CHANGE OUT / REPAIR	0	0	\$104.50
20231996	11/7/2023	P - Plumbing	3901 N KICKAPOO #30	COMPLETE PLUMBING	COMPLETE REMODEL	0	0	\$54.50
20231980	11/3/2023	P - Plumbing	4840 N KICKAPOO AVE	HENRY BUSCH INC	REMODEL	0	0	\$54.50
20231967	11/2/2023	P - Plumbing	1420 LEXI DR	WEST SHORE HOME, LLC	MISCELLANEOUS	0	0	\$54.50
20231965	11/2/2023	P - Plumbing	117 S CENTER	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20231964	11/2/2023	P - Plumbing	4901 N KICKAPOO SUITE 2000	DALE'S PLUMBING	REPAIR GASLINE	0	0	\$54.50
20231962	11/2/2023	P - Plumbing	123 W KIRK	CHAMPION PLUMBING	REPLACE EXISTING	0	0	\$54.50
20231981	11/6/2023	P - Septic	16338 PATTERSON RD	FIRESTORM SEPTICS	NEW INSTALLATION	0	0	\$25.00
20232026	11/13/2023	P - Well	16618 STEVENS RD	AQUA WELL DRILLING	NEW INSTALLATION	0	0	\$100.00

20232080	11/20/2023	PC - Lot Merge	1502 N MCKINLEY AVE	EARNEST TAYLOR	LOT MERGE	0	0	\$50.00
20231972	11/2/2023	PC - Plat - Preliminary	0 N HARRISON	TJT HOLDING / LANDES ENGINEERING	PRELIMINARY PLAT	0	0	
								\$35,751.68

Total Records: 182

12/1/2023

Shawnee Twin Lakes Cabin Site Leases Summary Report – For Renewals & Transfers

Date: 11.28.2023	License No.: 6175
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	12.18.2023
Property Address	16500 Stevens Rd
Lake Site Location	Johnston Tract Lot 22
Lease Dates	12.18.2023 - 12.17.2053
Lease Fee	776.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Michael Dennis Balduff & Michele Jeanette Balduff
Address	505 Bede Circle, North Aurora, IL 60542-9092
Email	mbalduff13@gmail.com; mbalduff@burgresssquare.com
Phone	630.913.9834 / 331.425.9398
Current Lessee (Transfer From)	
Name(s)	Sharon Patnaude
Address	16500 Stevens Rd, Shawnee, OK 74801
Email	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	03/14/2020
Miscellaneous Comments	Balduff - Check 2681 - \$1276.00 Patnaude - Check 1172 - \$575.00
Fees Collected	\$1851.00 - Rec # 2806



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE #6175 **TRACT NAME** Johnston **LOT #**22

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 12/18/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MICHAEL DENNIS BALDUFF & MICHELE JEANETTE BALDUFF,
505 BEDE CIRCLE
NORTH AURORA, IL 60542-9092

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$776.00 dollars for 2023, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16500 STEVENS RD

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by

reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Michael Dennis Baldryff

PARTY OF THE SECOND PART

Michelle Jeanette Baldryff

PARTY OF THE SECOND PART

**Shawnee Twin Lakes Cabin Site Leases
Summary Report – For Renewals & Transfers**

Date: 11.21.2023	License No.: 6170
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	12.18.2023
Property Address	33314 Post Office Neck
Lake Site Location	Belcher Tract Lot 17
Lease Dates	12.18.2023
Lease Fee	12.18.2053
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Leslie & Ronald Jefferson
Address	10600 NW 17th St, Yukon, OK 73099
Email	rljefferson2003@yahooo.com / rjandles@att.net
Phone	405.834.4819 / 405.834.5471
Current Lessee (Transfer From)	
Name(s)	Joseph & Leta Rostochil
Address	11 Palm Ave, Yukon, OK 73099-5645
Email	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	9.8.23
Miscellaneous Comments	\$75.00 Inspection Fee \$1000.00 Transfer Fee \$776.00 One year lease fee
Fees Collected	\$1851.00 / Ck #3253 / R# 2784



Cabin Site Lease

PLEASE READ CAREFULLY

THIS LEASE IS NOT TRANSFERABLE AND IS SUBJECT TO CANCELLATION BY THE CITY FOR ANY VIOLATIONS OF THE TERMS THEREOF AS MORE SPECIFICALLY SET FORTH IN SECTION 16-326 OF THE SHAWNEE MUNICIPAL CODE:

LEASE # 6170 TRACT NAME Belcher LOT # 17

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 12/18/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LESLIE JEFFERSON & RONALD JEFFERSON,
10600 NW 17TH ST
YUKON, OK 3099

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$776.00 dollars for 2023, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

33314 POST OFFICE NECK

TO HAVE AND TO HOLD SAME UNTO the second party for a term of thirty (30) years from the date hereof.

IT IS FURTHER mutually understood and agreed by and between the parties hereto as follows:

The said party of the second part shall and will and does hereby agree to pay to the first party annual lease payments as set forth in "Exhibit A", payable yearly in advance. The City shall retain the right to adjust the lease rate schedule at the termination of the original 30-year lease or at such time that a transfer is approved in accordance with Section 16-321 of the Shawnee Municipal Code (hereafter "SMC").

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

The premises of all lots leased by the City shall at all times be kept clean and maintained in a sanitary condition by the lessee. There is a 25-foot lakeshore buffer that extends landward of the ordinary high water mark on all leased lots for the purpose of watershed protection. This area shall not be used by the general public, except during an emergency situation. Within this buffer, leaseholders are encouraged to preserve existing native vegetation. Docks and other approved structures may be located within the buffer area. Fertilizers and other chemicals shall not be used within the buffer area. All other applicable City regulations and rules apply.

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased

an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, but rather, will be available for public use, including, but not limited to, allowing neighbor lots to connect to it to improve access to their lots or to allow joint access to bordering lots upon the one access road. The location of any access road to be constructed by the lessee must be approved by the City Engineer of the City of Shawnee prior to the beginning of construction.

That should the lessee construct any building or other structure, said construction will be in accordance with City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the determination of the flood elevation has been done correctly and that any structure or building to be constructed on the leased premises be above the flood elevation. **LESSOR EXPRESSLY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO SAFETY FROM FLOODING ON THE LEASED PREMISES AND LESSEE EXPRESSLY RELEASES THE LESSOR FROM ANY LIABILITY DUE TO FLOOD DAMAGE, BOTH PERSONAL AND PROPERTY, OCCURRING ON THE LEASED PREMISES FROM ANY CAUSE OR CONDITION.**

That all sanitary facilities to be constructed on the premises shall be wholly contained on the leased premises. Sanitary facilities, include, but are not limited to, septic tanks and lateral lines.

All septic systems and waste disposal systems on leased lake lots shall be inspected and subject to the standards set forth in Chapter 16 SMC. The leaseholder shall have sixty (60) days to correct any defects found in the system. Corrections not made within the allotted time shall be grounds for the City to cancel the lease of the leaseholder.

That no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.

That in the event of the sale of the improvements by the lessee, the transfer shall not become effective until approved by the Board of Commissioners of the City of Shawnee at a regular or adjourned meeting held for that purpose and the City as lessor reserves the right to reject and disapprove any transfer when in its opinion it would be to the best interests of the City and its inhabitants to do so. If the transfer is approved, a new lease shall be entered into between the purchaser and the City, and a transfer charge is hereby fixed and established in the sum of one-thousand dollars (\$1000.00) to be paid to the City prior to said transfer in accordance with Section 16-322 SMC.

That the lessee shall be the owner of all improvements which may be placed by him or her, said improvements including cabins or other buildings and boat houses constitute personal property and lessee shall have the right to remove same from the lot at the termination of the lease, subject to the following: whenever a lease has been cancelled by the City as provided herein or by ordinance, the lessee or owner of said improvements shall remove the same within sixty (60) days of the date of the said cancellation of the lease and upon failure to do so, said improvements shall revert to and become the property of the City of Shawnee. And it shall have the right, without further notice or demand to take immediate possession of all said improvements and these will belong to the first party or its assigns, as liquidated damages for the non-fulfillment of the lease by the lessee and for the use and rental thereof.

That the said second party does hereby release the City of Shawnee of any claim or claims for damages by reason of the cancellation of the said lease aforesaid.

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

The City Commission may upon a showing of intentional disregard for the terms of the lease and this division of other city ordinance pertaining to the lake, cancel the city lease upon 30 days notice to the lessee by mailing a copy of such notice to the lessee at his/her last known address. If a lease is cancelled either by the city or the lessee of a city-owned lot prior to the expiration of the lease term, the lessee shall pay the city an early termination fee of \$1,000 in exchange for a release of liability from the remaining term.

That this lease shall be binding upon the representatives, heirs, and assigns and successors in interest of the parties hereto.

It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment for a term not exceeding thirty (30) days, or by such fine and imprisonment.

IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY:

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



RECEIVED
NOV - 7 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>William L. Burke</u>	Application Date: <u>4 Nov 2022</u>
Address: <u>6 Timber Creek Dr.</u>	Date of Birth: <u>31 Aug 1950</u>
Mailing Address: <u>6 Timber Creek Dr. Shawnee, OK 74804</u>	
Daytime Phone: <u>(405) 550-9822</u>	Fax: _____ Email: <u>bbikeman@sbcglobal.net</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 or No (please circle)

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 44

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

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

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

I have an interest in being more involved in the development and improvement in my community. It's an opportunity to give back by serving.

Revised March 22, 2018

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?

My experience in non-profits, business, civil service and the military provides me with experience and people skills required to be a productive member of the board.

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

Emmanuel Episcopal meals for the homeless - Previously Family Promise

List education, including degree(s) earned:

BA History/Political Science, MEd Sociology, MBA

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
Larry Smith	Friend	(405) 501-6869
Fr. Tom Dahlman	Priest	(918) 814-3845
Kevin Kalies	Friend	(405) 249-5351

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

Brian Bullock

Date

4 Nov 2022

Revised March 22, 2018

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]SURA Board service
Date: Monday, December 11, 2023 1:03:22 PM

From: WILLIAM BURKE
Sent: Tuesday, October 10, 2023 2:08 PM
To: Jill Nichols
Subject: [EXTERNAL EMAIL]SURA Board service

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

I understand the position I was appointed to on the SURA board was a replacement term and is set to expire on February 2, 2024. I intend to continue to serve on the board after that date.

Bill Burke
SURA Board President
6 Timber Creek Dr.
Shawnee, OK 74804
(405) 550-9822

NON-EXCLUSIVE RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Non-Exclusive Right of Way Utility Easement Agreement ("Easement") made and entered into this _____ day of _____, 20____, by Lowe's Home Centers, LLC, a North Carolina limited liability company, located at 1000 Lowe's Blvd., Mooresville, NC 28117 (Attention: Real Estate Legal) ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

Part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said SW/4; Thence N89°52'02"E along the North Line of said SW/4 a distance of 1029.05 feet; Thence S00°29'12"E a distance of 72.72 feet to the Point of Beginning; Thence N89°46'44"E a distance of 15.00 feet; Thence S00°29'12"E a distance of 45.39 feet; Thence S89°46'44"W a distance of 15.00 feet; Thence N00°29'12"W a distance of 45.39 feet to the Point of Beginning.

Containing 0.02 acres, more or less (hereinafter, the "Easement Area" or the "Easement Property").

WHEREAS, Grantor agrees to grant Grantee a non-exclusive Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a non-exclusive right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

Part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows: Commencing at the Northwest Corner of said SW/4; Thence N89°52'02"E along the North Line of said SW/4 a distance of 1029.05 feet; Thence S00°29'12"E a distance of 72.72 feet to the Point of Beginning; Thence N89°46'44"E a distance of 15.00 feet; Thence S00°29'12"E a distance of 45.39 feet; Thence S89°46'44"W a distance of 15.00 feet; Thence N00°29'12"W a distance of 45.39 feet to the Point of Beginning. "Easement Area" or "Easement Property")

Containing 0.02 acres, more or less.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual, non-exclusive utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any subgrade utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across, over and under the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This Easement, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties; notwithstanding, the Parties further agree that this Easement shall be further subject to the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

(GRANTEE) – CITY OF SHAWNEE


Richard J. Goodman, Vice President, Retail
Facilities, Construction and Property Management

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this ____ day of _____, 20____, personally appeared _____ and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.

Notary Public
Commission No. _____
My Commission Expires: _____

[illegible]

The foregoing instrument was acknowledged before me this 8 day of November, 2023, by Richard J. Goodman, the Vice President of Lowe's Home Centers, LLC, a North Carolina limited liability company, on behalf of said entity.

C. J. Knapp
Notary Public



Exhibit A

Additional Easement Terms

1. Grantee shall be responsible, at its sole expense, for any work completed as part of the construction plans and for the operation, maintenance, repair, and replacement of the improvements and plantings made within Easement Area, excepting any work that is required due to the actions of Grantor and/or its agents, invitees, or customers, for which Grantor will responsible for all expenses for work and repair.
2. All Grantee improvements within the Easement Area shall be below grade. Grantee acknowledges that the Easement Area is paved and that Grantor shall be expressly permitted to continue to use the Easement Area as a paved parking and driveway area.
3. Grantee shall keep the Easement Area and all improvements or facilities therein in good condition and repair, with the understanding that following the initial construction and any subsequent work regarding the operation, maintenance, repair, and/or replacement of the improvements, Grantor shall be responsible for keeping the paved parking and driveway areas in its preferred condition on a day to day basis.
4. Grantee shall perform all work expeditiously and in such a manner that causes as little disturbance to Grantor's property as is practicable under the circumstances. Grantee shall take the necessary measures to minimize disruption and inconvenience caused by its entry. Grantee shall do everything in its power to control dust, noise and other effects of its work using methods customarily utilized in order to control the deleterious effects associated with construction projects. To the extent possible, Grantee shall perform maintenance and repair of the improvements within the Easement Area by underground jack and bore or other trenchless construction method. Grantee further agree to provide at least thirty (30) days written notice prior to construction of the initial improvements within the Easement Area and that Grantee shall complete such initial improvements within sixty (60) days of commencing construction within the Easement Area, excepting any situation outside of Grantee's control that would cause Grantee to be unable to complete said initial improvements within said sixty (60) days. If such situation outside of Grantee's control were to occur, Grantee shall have an additional thirty (30) days from the end of said situation to complete the initial improvements.
5. Except in cases of emergency involving imminent and material harm to persons or property, Grantee shall not perform any work within the Easement Area between October 14 and January 15 of the following year ("Blackout Period").
6. To all extent possible, Grantee shall not impede the flow of traffic or restrict access to Grantor's property within the Easement Area.
7. To the extent permitted by law, Grantee shall indemnify, defend, protect and hold Grantor harmless from and against any and all actual or potential claims, proceedings, lawsuits, liabilities, damages, losses, fines, penalties, judgments, awards, costs and expense, including, without limitation, reasonable attorneys' fees and costs, that arise out of or relate in any way to its use and enjoyment of the rights granted in this Easement. The provisions of this section shall survive the expiration or termination of this Easement with respect to any event occurring prior to such expiration or termination.
8. Grantee shall secure, maintain and comply with all required licenses, permits and certificates related to, or otherwise necessary or appropriate for the construction and operations of its facilities and improvements within the Easement Area. In connection with

exercising any of the rights granted by this grant, Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances.

9. Grantor grants these rights subject to all covenants, conditions, restrictions, exceptions and easements as may appear as a matter of public record or as may be evidenced by possession, use or survey. Grantor, and its successors or assigns and tenants shall have the right to use Grantor's property in any manner which does not unreasonably interfere with the rights of Grantee, including without limitation the right to enter the Easement Area to repair, replace, reconstruct, operate, expand and/or relocate any existing utilities and structural supports (including retaining walls) therein.
10. Except in cases of emergency, prior to commencement of work conducted after the initial improvements and construction within the Easement Area, Grantee shall provide advance notice to Grantor and shall coordinate such entry with the on-site manager for Grantor.
11. After the performance by Grantee of any work within the easement area, Grantee shall promptly replace and restore, at Grantee's sole cost and expense, such area and/or improvements disturbed to the condition of such area and/or improvements before the performance of said work and raise or lower manhole and/or manhole castings to conform to the elevation of the planters, parking area, driveway, and road surfaces in which they are located repair any pavement, curbs and gutters damaged by Grantee; repair and reconnect any utility lines damaged or disturbed by Grantee, and re-sod and re-landscape any areas damaged by Grantee.
12. Grantee shall not permit any claim, lien, or other encumbrance arising from construction, maintenance or repair within the Easement Area by or on behalf of Grantee or Grantee's use of the Easement Area to accrue against or attach to the Easement Area or the interest of Grantor in adjacent lands.

SECTION 31,
T 11 N - R 04 E, I.M.,
POTTAWATOMIE COUNTY, OKLAHOMA

FND. AND HELD
ODOT BRASS CAP
W/4 COR. SEC. 31
MATCHING O.C.C.R.
FILED 01/21/2009

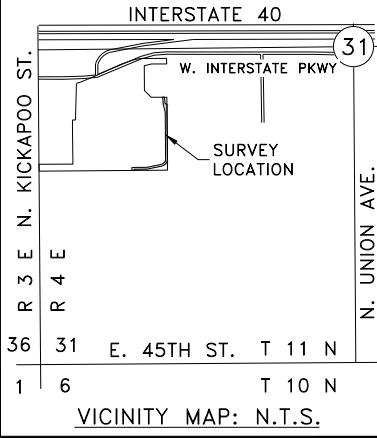
Easement Description:

Part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the SW Corner of said Section 31; Thence N00°29'14"W along the West Line of said SW/4 a distance of 1634.36 feet; Thence N89°27'37"E a distance of 769.74 feet to the Point of Beginning; Thence N00°24'59"E a distance of 25.00 feet; Thence N89°31'37"E a distance of 127.42; Thence N77°47'53"E a distance of 120.87 feet; Thence along a curve to the left with a radius of 42.50 feet, a curve distance of 57.45 feet, a chord bearing of N38°32'32"E, and a chord distance of 53.17 feet; Thence N00°29'20"W a distance of 389.98 feet; Thence N14°50'45"W a distance of 63.06 feet; Thence N04°26'11"W a distance of 63.17 feet; Thence N89°46'44"E a distance of 15.00 feet; Thence S04°28'38"E a distance of 56.69 feet; Thence N90°00'00"E a distance of 16.04 feet; Thence S00°29'20"E a distance of 457.36 feet; Thence along a curve to the right having with radius of 57.50 feet, a curve distance of 77.91 feet, a chord bearing of S38°35'18"W, and chord distance of 72.09 feet; Thence S77°47'53"W a distance of 122.41 feet; Thence S89°31'37"W a distance of 108.98 feet; Thence a S00°24'59"E a distance of 10.00 feet; Thence S89°31'37"W a distance of 20.00 feet to the Point of Beginning.

Containing 0.30 acres, more or less.

PART OF THE SW/4
LESS A TRACT
LOWE'S HOME CENTERS, INC.
BK: 2533 PG: 132

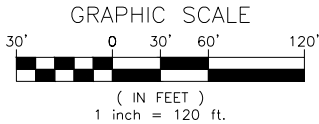


BASIS OF BEARINGS:
WEST LINE OF THE SW/4 N00°29'14"W
SPC, NAD 83, OKLAHOMA NORTH

Abbreviations:
COR. - Corner
ESMT. - Easement
FND. - Found
I.R. - Iron Rod
P.O.B. - Point of Beginning
P.O.C. - Point of Commencement
O.C.C.R. - Oklahoma Certified Corner Records
R/W - Right of Way
SEC. - Section
STAT. - Statutory



LEGEND	
FOUND MONUMENT (AS NOTED)	▲
CALCULATED POINT (NOT SET)	○
EASEMENT	
SANITARY SEWER	SS - SS - SS - SS
FENCE	X - X - X - X
STORM DRAIN	SD - SD - SD - SD



Gary Paule
GARY PAULE
OKLAHOMA L.P.L.S. NO.: 2033
04/06/2023
DATE

NOTE:
This exhibit represents a proposed pipeline route for eventual easement acquisition. The footages and ties shown hereon are from lines of occupation and do not reflect actual property lines. This exhibit does not comply with the O.B.P.E.L.S. minimum standards for land boundary surveys. Any monumentation shown hereon has not been verified as being actual section, quarter section or property corners. All ownership and title information shown hereon has been provided and/or verified by others.

The location of pipeline facilities as shown hereon must be considered as approximate only. Before digging or for an exact location, please contact your state's underground utility location service.



Gateway
Gateway Services Group, LLC
80 E. 5TH ST., STE 400
EDMOND, OK 73034
OFF. (405) 285-5884
FAX (405) 285-5886
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2024

EXHIBIT "A" PRELIMINARY

LOWES LOOP
SECTION 31,
T 11 N - R 04 E, I.M.,
POTTAWATOMIE COUNTY, OKLAHOMA
LOWE'S HOME CENTER TRACT

DRAWN BY: KRB		DATE: 04/04/23	CHK'D: GP
GATEWAY NO.: 23-0043-001		SCALE: 1"=120'	
LINE NO.:		AFE:	
REV.	DWN.	DESCRIPTION	DATE

INTERSTATE 40

W. INTERSTATE PKWY

SURVEY LOCATION

31

N. UNION AVE.

R 3 E

R 4 E

E. 45TH ST.

T 11 N

T 10 N

VICINITY MAP: N.T.S.

FND. AND HELD 1/2" I.R.
NE COR. SW/4
(CENTER SEC.)
MATCHING O.C.C.R.
FILED 10/22/2015

BASIS OF BEARINGS:
NORTH LINE OF SW/4 N89°52'02"E



SPC, NAD 83, OKLAHOMA SOUTH

N89°52'02"E-1029.05'-

—N89°52'02"E—1590.79'

NORTH LINE SW/4

W INTERSTATE PKWY

S00°29'12"E-72.72'

P.O.B.

-N89°46'44"E-15.00'

EASEMENT
680.78 SQ. FT. OR
0.02 ACRES
MORE OR LESS

N00°29'12"W-45.39'

PART OF THE SW/4
LESS A TRACT
LOWE'S HOME CENTERS, INC.
BK: 2533 PG: 132

S00°29'12"E-45.39'

S89°46'44"W-15.00'

Easement Description:

Part of the Southwest Quarter (SW/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

Commencing at the Northwest Corner of said SW/4; Thence N89°52'02"E along the North Line of said SW/4 a distance of 1029.05 feet; Thence S00°29'12"E a distance of 72.72 feet to the Point of Beginning; Thence N89°46'44"E a distance of 15.00 feet; Thence S00°29'12"E a distance of 45.39 feet; Thence S89°46'44"W a distance of 15.00 feet; Thence N00°29'12"W a distance of 45.39 feet to the Point of Beginning.

Containing 0.02 acres, more or less.

Abbreviations:

COR. - Corner
ESMT. - Easement
FND. - Found
I.R. - Iron Rod
P.O.B. - Point of Beginning
P.O.C. - Point of Commencement
O.C.C.R.- Oklahoma Certified
Corner Records
R/W - Right of Way
SEC. - Section
STAT. - Statutory



—LEGEND

FOUND MONUMENT (AS NOTED)
CALCULATED POINT (NOT SET)

EASEMENT	
SANITARY SEWER	— SS — SS — SS — SS —
FENCE	— X — X — X — X —
STORM DRAIN	— SD — SD — SD — SD —

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

GARY PAULE
OKLAHOMA L.P.L.S. NO.: 2033

NOTE:
This exhibit represents a proposed pipeline route for eventual easement acquisition. The footages and ties shown hereon are from lines of occupation and do not reflect actual property lines. This exhibit does not comply with the O.B.P.E.L.S. minimum standards for land boundary surveys. Any monumentation shown hereon has not been verified as being actual section, quarter section or property corners. All ownership and title information shown hereon has been provided and/or verified by others.

The location of pipeline facilities as shown hereon must be considered as approximate only. Before digging or for an exact location, please contact your state's underground utility location service.



Gateway
Gateway Services Group, LLC

80 E. 5TH ST., STE 400
EDMOND, OK 73034
OFF. (405) 285-5884
FAX (405) 285-5886
C.A. NO. 4091 (LS)
EXP. DATE 6-30-2024

EXHIBIT "A" PRELIMINARY

LOWES LOOP
PART OF SECTION 31,
T 11 N - R 04 E, I.M.,
OTTAWATOMIE COUNTY, OKLAHOMA
LOWE'S HOME CENTER TRACT

DRAWN BY: CLC	DATE: 04/05/23	CHK'D: GP
GATEWAY NO.: 23-0043-003		SCALE: 1"=20'

GATEWAY NO.: 29 0049 000		SCALE: 1 = 20
LINE NO.:		AFF:

LINE NO.:		AFE:	
REV	DWN	DESCRIPTION	DATE

REV.	DWN.	DESCRIPTION	DATE

--	--	--	--

--	--	--	--	--



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

Date: December 18, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of the utilization of the State of Oklahoma Roof Asset Management Program through the Oklahoma Office of Management and Enterprise Services (OMES), Construction and Properties Department, for roofing services at the Recreation Center.

Background: The Oklahoma Office of Management and Enterprise Services (OMES) through their Construction and Properties Department (CAP) maintains the Roof Asset Management Program for state and local agencies. The CAP was created by the legislature by enactment of the Public Building Construction and Planning Act (61 O.S. §202-220). CAP is responsible for the design and construction of state facilities and has authority to contract for design & construction services. All public agencies, including cities, counties, school districts, authorities, and others may utilize these contracts in addition to use by state agencies.

The Roof Asset Management Program is based on continuous improvement principles: delivering quality-roofing design, best value roofing materials, and manufacturer-qualified installation. The program saves money and time by:

- Pre-bid competitive pricing
- Total design and construction package
- Qualified assured installation
- Warranties backed by the manufacturer

The program provides oversight and recommendation in areas of consultant selection and plan review for public construction projects that include new roofing and roof replacement. CAP administers the design phase; the bid administration phase including the solicitation for bids, bid openings, bid evaluations and awards of public construction contracts for all projects; and the construction administration phase including tracking pay applications, warranty documentation, and final acceptance. The program is a self-supporting, non-mandatory service provided to public agencies by utilizing an administration fee for each contract.

The program provides manufacturer's warranties for ten- and twenty-year terms for qualified roofing projects. These projects use pre-qualified roofing contractors using manufacturer-approved materials. The Program has delivered over two hundred warranted roof systems to public agencies in the last five years. Previous customers include the Oklahoma Military Department, Department of Corrections, Oklahoma Tourism and Recreation, University of Oklahoma, Oklahoma State University, City of Edmond, and many other public entities.

The program charges a 3.5% administrative fee in order to utilize these services. This fee is substantially lower than typical design and administrative costs that would be found in projects of this scope.

Financial Impact: \$35,535.15; funded from 2018 Capital Improvement Fund, Recreation, Capital Outlay-Buildings & Improvements, 303-5-1120-54200, Project No. 24-1120-03 - Auditorium/Senior Center Roof Project

Attachments: RoofMaintenanceAreasMap, CAP Procedures, CAP Application

Staff Recommendation: Approval of the item

State of Oklahoma by County Roof Maintenance Areas

Area 1:

Ford Roofing & Sheet Metal

Contact: Jeff Jung
Phone: (580) 355-5447
Fax: (580) 248-6081
Email: jeff@fordroofingok.com

Universal Roofing & Sheet Metal

Contact: Vernon Rowland
Phone: (405) 799-6400
Fax: (405) 735-3360
Email: vrowland@urism.net

Area 2:

Oklahoma Roofing & Sheet Metal

Contact: Greg Goodpasture
Phone: (405) 670-1429
Fax: (405) 670-6053
Email: ggoodpasture@okroofing.com

Universal Roofing & Sheet Metal

Contact: Vernon Rowland
Phone: (405) 799-6400
Fax: (405) 735-3360
Email: vrowland@urism.net

Area 3:

Universal Roofing & Sheet Metal

Contact: Vernon Rowland
Phone: (405) 799-6400
Fax: (405) 735-3360
Email: vrowland@urism.net

Oklahoma Roofing & Sheet Metal

Contact: Greg Goodpasture
Phone: (405) 670-1429
Fax: (405) 670-6053
Email: ggoodpasture@okroofing.com

Area 4:

Ford Roofing & Sheet Metal

Contact: Jeff Jung
Phone: (580) 355-5447
Fax: (580) 248-6081
Email: jeff@fordroofingok.com

Oklahoma Roofing & Sheet Metal

Contact: Greg Goodpasture
Phone: (405) 670-1429
Fax: (405) 670-6053
Email: ggoodpasture@okroofing.com

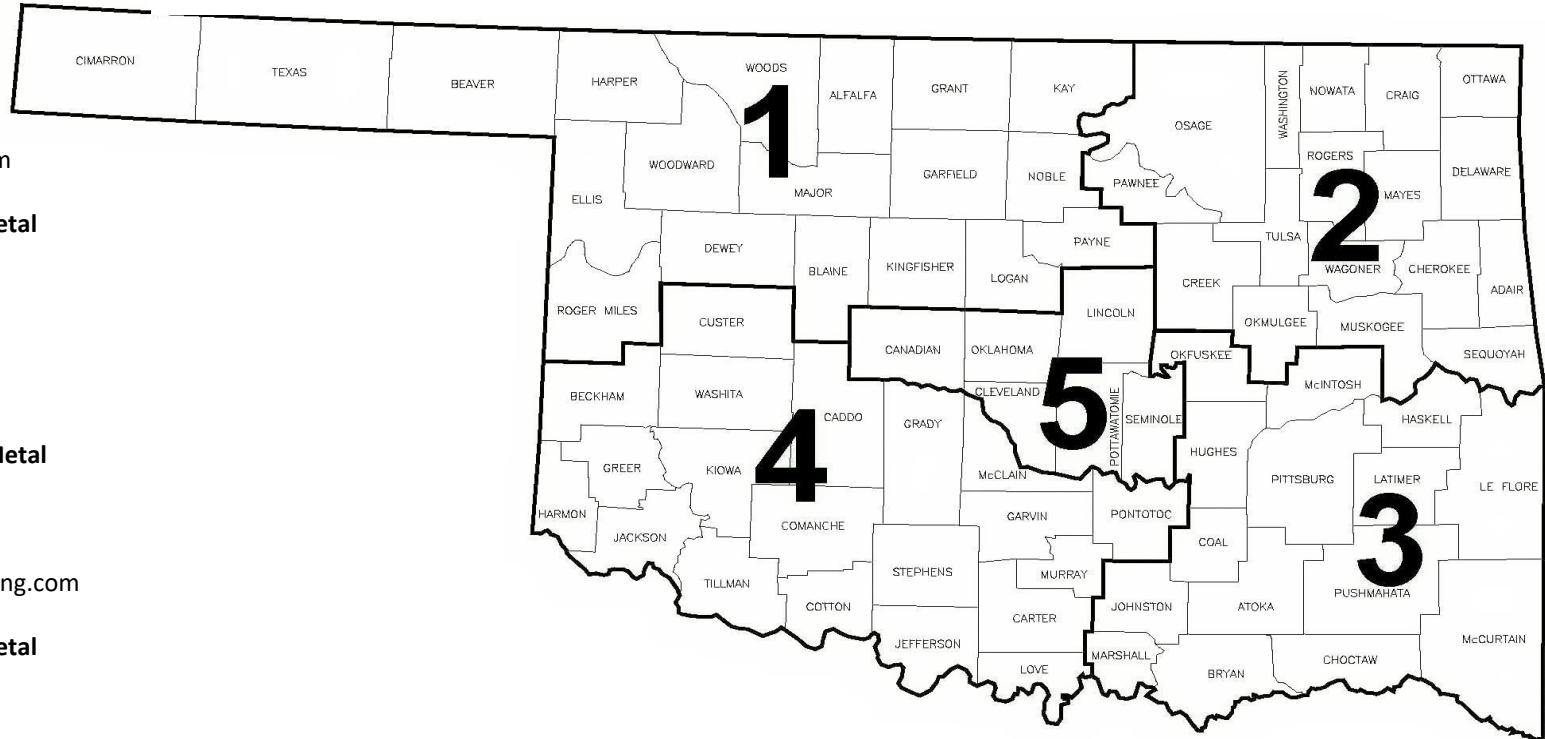
Area 5:

Oklahoma Roofing & Sheet Metal

Contact: Greg Goodpasture
Phone: (405) 670-1429
Fax: (405) 670-6053
Email: ggoodpasture@okroofing.com

Universal Roofing & Sheet Metal

Contact: Vernon Rowland
Phone: (405) 799-6400
Fax: (405) 735-3360
Email: vrowland@urism.net





The following outline provides information and procedures for authorized public agencies to use the Oklahoma Roof Asset Management Program. Authorized public agencies include state agencies, counties, cities, towns, school districts and other political subdivisions of the State.

1. Using Agency (UA) contacts pre-qualified Roofing Contractor (RC) designated for their area and requests proposal for work needed. Please refer to attached state map by county to find area and contractor contact information.
2. Roofing Contractor schedules on-site review, provides line item proposal to UA and reports contact to State Roofing Coordinator (SRC).
3. Upon acceptance, state agencies submit the following to the CAP:
 - A completed DCAM-FORM-CAP-M701 (available at <https://oklahoma.gov/omes/divisions/capital-assets-management/construction-and-properties/forms.html>),
 - A completed purchase order (non-state entities submit a purchase order made to the roofing company) for the amount of the proposal
 - The line item proposal
 - A purchase order made to the Office of Management and Enterprise Services (Vendor #0000000090) for the standard 3.5% administrative fee.
 - Send electronic documents to: CAP@omes.ok.gov
4. Upon receipt of a request, CAP completes the following administrative functions:
 - 4.1 Reviews line item proposal and prepares release on Statewide Roofing Contract.
 - 4.2 Verifies that Contractor has current Certificate of Insurance and bonds on file.
 - 4.3 Verifies that plans and specifications, if required, have been received, reviewed and approved.
 - 4.4 CAP issues work order/notice to proceed to roofing contractor.
 - 4.5 CAP invoices Using Agency for standard 3.5% administrative fee.
5. Contractor coordinates pre-work meeting with Public Agency and CAP and performs work.
6. Payment Application and Invoicing Process:
 - 6.1 Contractor submits a payment application to CAP. CAP reviews the payment application and forwards to Using Agency for payment.
 - 6.2 Using Agency makes payment to the Contractor.
7. Progress Meeting and Project Closeout:
 - 7.1 Contractor and/or Using Agency schedule progress meetings according to project need.
 - 7.2 Contractor and/or Using Agency schedule project closeout walk through and contractor submits closeout documents with final pay application to CAP.
 - 7.3 CAP reviews final pay application and closeout documents and forwards to Using Agency.
 - 7.4 Using Agency makes payment to the Contractor.



1. A descriptive title of the project, matching plans. Must submit all plans and specifications with this form or upload to CAP's OwnCloud.
2. Must provide a purchase order number for CAP fee per CAP fee schedule. Fill in amount of fee and CAP fee code.
3. Contact in the Using Agency who will answer questions about the project, drawings and/or specifications.
4. If applicable: Vendor information if requisition is for award of small project bid directly by agency.
5. If applicable: Owner's representative (consultant) information if requisition is for project with documents prepared by licensed/registered design professional. (If none, so state.)
6. Incomplete forms will be returned. Contact cap@omes.ok.gov or 405-521-2112 with questions prior to submission.

PROJECT

Date	Approved requisition number	CAP project number	CAP fee code
Estimated contract cost	CAP fee purchase order number	Prebid conference? ☐ Yes ☐ No	Mandatory? ☐ Yes ☐ No
Project address/location			
Project description (Refer to Item 1 above)			

USING AGENCY

Agency name			
Charge and invoice billing contact name	Project manager/contact name (Refer to Item 3 above)		
Billing contact email	Billing contact phone	Project manager/contact email	Project manager/contact phone
Address	City	State	ZIP code

VENDOR (contractor/const. mgr/design-builder)

Company name (Refer to Item 4 above)				OWNER'S REPRESENTATIVE (consultant)			
Contact name				Contact name			
Address	City	State	ZIP code	Address	City	State	ZIP code
Email	Phone			Email	Phone		

ATTACHMENT CHECKLIST

Estimated project cost less than or equal to \$100,000:

- | | |
|--|---|
| ☐ Copy of approved and signed purchase order. | ☐ Cover letter stating to which contractor/vendor to award contract amount, justification for award if not lowest bidder and any special requirements. |
| ☐ 3 lowest bid responses. | ☐ Purchase order for CAP fee (Refer to Item 2 above). |
| ☐ Solicitation packet with addenda (See CAP Form M800). | |
| ☐ Insurance certificates from suggested vendor. | |

Estimated project cost greater than \$100,000 or a Capital Improvements Program funding project:

- | | |
|--|--|
| ☐ Bid form. | ☐ Specification and plans uploaded to CAP OwnCloud site at storcloud.ok.gov/index.php/s/CyeeN9Sauklpkap in New Project Documents folder. Email cap@omes.ok.gov upon successful upload. |
| ☐ Specifications and plans describing planned work. | |
| ☐ Copy of LRCPC Award letter. | |
| ☐ Copy of approved and signed requisition. | |

Note: Pursuant to Title 74 O.S. § 9030.5, the Oklahoma Art in Public Places Act, all projects costing \$250,000 or more are to allocate 1.5% to the Oklahoma Arts Council for the purposes of funding the Art in Public Places Act, not to exceed \$500,000. Further information should be obtained from the Oklahoma Arts Council at 405-521-2030 or jarica.walsh@arts.ok.gov.



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

Date: December 18, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of a contract with Universal Roofing and Sheet Metal through the Oklahoma Roof Asset Management Program for roofing services for the Recreation Center.

Background: The Recreation Center, located at 401 N. Bell Avenue, was identified in the voter approved 2018 Capital Improvement Sales Tax initiative as a project in need of capital improvements and repairs. The needs identified in 2018 include the repair and replacement of the roof for the entire facility, among other improvements. The roofing issues at the facility have persisted in the intervening years, and the facility is now in serious need of roofing repair to prevent further water intrusion.

Through the Oklahoma Office of Management and Enterprise Services' (OMES) Construction and Properties Department (CAP), the State offers local governments access to the Oklahoma Roof Asset Management Program. Staff requested the utilization of this program in the previous item. This program allows local governments access to competitively procured pricing contracts with pre-approved vendors. Based on the Roof Maintenance Areas Map provided by CAP, the vendors for Shawnee are Universal Roofing and Sheet Metal and Oklahoma Roofing and Sheet Metal. Per the program requirements, local governments may enter into agreements with any company approved in the Roof Maintenance Area for their local jurisdiction, and the local governments are to use the line item pricing contract approved by CAP for all contracts.

Staff have worked with Universal Roofing and Sheet Metal to gather pricing and repair options for this project. Universal Roofing provided staff with several repair options, which staff then reviewed. Based upon these options and available funding, staff recommend entering into a contract with Universal Roofing and Sheet Metal for \$1,015,261.57 to repair and replace all existing non-shingle roof sections for the Recreation Center. The new roofing system proposed includes 1/2" HD ISO cover board with a .060 mil PVC membrane with a 20-year warranty.

Financial Impact: \$1,015,261.57; funded from the 2018 Capital Improvement Fund, Recreation, Capital Outlay-Buildings & Improvements, 303-5-1120-54200, Project No. 24-1120-03 - Auditorium/Senior Center Roof Project

Attachments: Senior Recreation Center 401 N. Bell, Shawnee OK 11-28-2023

Staff Recommendation: Award of the contract



Oklahoma Registration # 80005654 Commercial Endorsed

Project: **Senior Recreation Center**
Location: 401 N. Bell Avenue, Shawnee, OK
Owner: City of Shawnee
Architect:

We propose and agree to furnish all the necessary labor and material, as described herein, the following:

Replace existing non-shingle ply roof sections on all roof sections per the following:

1. Tear off existing roof and insulation down to roof deck and remove debris from site.
2. Prepare backside of parapet wall with plywood to provide substrate for flashing.
3. Install 2X wood blocking at perimeter edge details as needed to match new insulation thickness.
4. Install two (2) layers of 2.5" Polyisocyanurate insulation over existing deck attached with screws and plates.
5. Install 1/4" per foot tapered system at all flat roof areas and valley of sloped roof area attached with Flexible Dash adhesive.
6. Install 1/2" HD ISO cover board attached with Flexible Dash.
7. Apply .060 mil PVC membrane fully adhered over cover board with bonding adhesive.
8. Flash wall and curb details with .060 mil TPO membrane fully adhered to substrate with bonding adhesive.
9. Install new pipe flashings, roof jacks, and pourable sealer pocket details to meet roof manufacturer's standard details.
10. Flash existing roof drains to meet roof manufacturer's standard details.
11. Install new PVC coated metal thru-wall scuppers, and flash to meet roof manufacturer's standard details.
12. Install new 24 GA prefinished galvanized conductor heads at existing conductor head locations, with new 24 GA prefinished galvanized downspouts.
13. Install termination bar at the top of base flashing details, and install new 24 GA galvanized prefinished counter-flashing over termination bar.
14. Install new 24 GA prefinished galvanized parapet cap attached with a continuous flat zee hold clip at upper face (allowing existing coping stone face to remain exposed) and mechanically anchored on back side.
15. Furnish a Twenty (20) year Manufacturer's NDL warranty.
16. Furnish a Two (2) year Contractor's warranty.

BASE PRICE: \$1,015,261.57

Notes:

Any damaged decking located at time of tear off will be added based on the line item for removal and replacement of cost.

Any mechanical equipment that requires disconnection, reconnection, or modifications will be charged at subcontractors cost plus 15%.

EXCLUSIONS: Decking, mechanical disconnect, reconnect, or modifications (see note above), masonry work, tuck-pointing, replacement of roof drains, cutting in of new scupper locations, structural repairs, any other work beyond above description.

TERMS: Progress payments as outlined by contract documents.

- I. All required materials to be furnished and delivered to jobsite.
- II. All facts are covered in this proposal and no verbal agreement shall be recognized.
- III. This proposal is subject to cancellation by us within ten days after the general contract is awarded, unless it is accepted by both parties before that date and approved by our office. NOTE: ALL PRICES QUOTED IN THIS PROPOSAL ARE GOOD FOR THIRTY (30) DAYS.

Your acceptance of this proposal will constitute a contract.

Date: _____

Name: _____

Company: _____

Date: November 28, 2023

By:  _____

Vernon Rowland

Universal Roofing & Sheet Metal, Inc.

REGISTRATION # 80005654

Commercial Endorsed

Universal Roofing & Sheet Metal, Inc.
Roofing Contract Area 5

Job Location:			Senior Recreation Center - .060 PVC Fully Adhered	Date of Service:					11/28/2023	
			All Roof Areas							
				Unit	Unit Price	X	Quantity	=	Extended Price	
		2.1	WATERPROOFING & DAMPPROOFING							
		2.2	INSULATION							
2.2	10	100	Demolition of roof insulation, per in. of depth	SF	\$	0.28	X	99,252	\$	27,790.56
2.2	20	400	Roof deck insulation, isocyanurate in 4' X 4' or 4' X 8' sheets, 2 1/2" thick, R=15.3, mechanically fastened	SF	\$	2.35	X	74,600	\$	175,310.00
2.2	30	600	Roof deck insulation, 4' by 9' by 1/2" adhered or fastened, equiv. to Dens Deck	SF	\$	1.88	X	37,300	\$	70,124.00
2.2	50	100	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, applied in Type IV asphalt, per inch of depth	SF	\$	1.32	X	157,481	\$	207,874.92
2.2	60	200	Roof deck insulation, Foam Adhesive per layer per square foot	SF	\$	0.99	X	180,981	\$	179,171.19
		2.4	ROOFING & ROOF RESTORATION							
2.4	10	100	Remove built-up roofing, multi-ply with aggregate, (1 layer 4-ply built-up roofing).	SF	\$	0.28	X	49,931	\$	13,980.68
2.4	10	120	Sweep loose aggregate from membrane	SF	\$	0.25	X	37,300	\$	9,325.00
2.4	10	210	Remove single ply roof, membrane (partial or fully adhered) only	SF	\$	0.05	X	13,963	\$	698.15
2.4	70	350	Single-ply roof, TPO .60mil reinforced, fully adhered USED FOR .060 MIL PVC	SF	\$	3.75	X	41,750	\$	156,562.50
		2.6	METAL WORK							
2.6	20	100	Remove metal counter flashing	LF	\$	0.40	X	675	\$	270.00
2.6	20	200	Counter flashing, galvanized 24 gauge galvanized, 6" wide	LF	\$	3.40	X	675	\$	2,295.00
2.6	20	400	Receiver flashing, 24 gauge, galvanized	LF	\$	3.40	X	675	\$	2,295.00
2.6	30	100	Remove metal edge, gravel stop, eave strip or coping	LF	\$	0.35	X	1,978	\$	692.30

Universal Roofing & Sheet Metal, Inc.
Roofing Contract Area 5

Job Location:				Date of Service:				11/28/2023	
Senior Recreation Center - .060 PVC Fully Adhered All Roof Areas									
				Unit	Unit Price	X	Quantity	=	Extended Price
2.6	30	400	Gravel stop, galvanized steel, ANSI SPRI ES1	LF	\$	10.40	X	426	\$ 4,430.40
2.6	60	650	Metal coping, galv. Steel, 24 ga. ANSI SPRI ES 1	SF	\$	9.25	X	3,883	\$ 35,917.75
2.6	70	400	Roof jack, galvanized 24 gauge	EA	\$	135.00	X	4	\$ 540.00
2.7 WOODWORK									
2.7	20	300	Plywood decking, CDX, 3/4" thick	SF	\$	4.36	X	2,992	\$ 13,045.12
2.7	40	300	Nailer, treated wood, 2" x 6"	LF	\$	3.00	X	2,792	\$ 8,376.00
2.8 ROOF SPECIALTIES & ACCESSORIES									
2.8	20	200	Install new roof drain, except plumbing	EA	\$	800.00	X	2	\$ 1,600.00
2.8	20	250	Install new roof drain cover	EA	\$	75.00	X	16	\$ 1,200.00
2.8	20	300	Flash existing roof drain	EA	\$	425.00	X	16	\$ 6,800.00
2.8	20	525	Scupper, metal coated for single ply PVC	EA	\$	100.00	X	22	\$ 2,200.00
2.8	20	600	Conductor head	EA	\$	165.00	X	16	\$ 2,640.00
2.8	40	500	Install temporary fall protection per eight linear feet	EA	\$	200.00	X	89	\$ 17,800.00
2.8	60	100	Termination bar, aluminum, 1/4" x 1"	LF	\$	1.70	X	680	\$ 1,156.00
2.8	70	100	Pitch pocket, GI, 24 gauge 4" x 4", with storm collar	EA	\$	70.00	X	11	\$ 770.00
2.9 ROOF SERVICES									
2.9	40	500	Architectural Plans and Specifications with Professional Seal	SF	\$	0.29	X	37,300	\$ 10,817.00
5.0 ADDITIONAL ITEMS									
5.1	10	101	Dump fees (0) to (50) miles round trip	EA	\$	485.00	X	50	\$ 24,250.00
5.1	20	200	Furnish forklift, reach	HOURL	\$	80.00	X	320	\$ 25,600.00

Universal Roofing & Sheet Metal, Inc.
Roofing Contract Area 5

Job Location:				<u>Senior Recreation Center - .060 PVC Fully Adhered</u>		Date of Service:			<u>11/28/2023</u>		
				All Roof Areas							
N					Unit	Unit Price	X	Quantity	=	Extended Price	
5.1	20	850	Furnish Safety Monitor for traffic	Hour	\$	50.00	X	160	\$	8,000.00	
20 Year No Dollar Limit , State of Oklahoma Roof											
5.1	30	200	Warranty Roofs exceeding 10,000 Sq. ft.	SF	\$	0.10	X	37,300	\$	3,730.00	
TOTAL										<u>\$ 1,015,261.57</u>	



Shawnee Regional Airport
2202 N. Airport Dr.
Shawnee, OK 74804
ShawneeOK.org

Date: December 18, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of a proposal with H.W. Lochner to provide Design Engineering Services in support of Siting and Bidding Services for a Temporary Terminal Building at Shawnee Regional Airport (SNL).

Background: The terminal building at the Shawnee Regional Airport was heavily damaged by the April 19, 2023, tornado event. The building is currently uninhabitable. Staff will be seeking financial assistance from both the Oklahoma Municipal Assurance Group (OMAG) and the Federal Emergency Management Agency to facilitate the permanent restoration of a terminal facility. In the interim, staff is seeking to procure and install a temporary facility to provide customer, administrative, and operational services at the Airport.

Prior to procuring a temporary facility, it will be necessary to determine an appropriate site within a reasonable proximity of the airfield, supporting utilities, and parking facilities. As with all construction on the airport, it will also be necessary to coordinate with, and seek approval from, the Federal Aviation Administration (FAA) regarding the siting and installation of the temporary facility.

At the July 15, 2019, Regular Meeting, the Shawnee Airport Authority (SAA) accepted and approved the recommendation of staff to award a contract for general engineering services to H.W. Lochner, Inc. (Lochner) based on a review of Statements of Qualifications. Staff seeks authorization to execute an Addendum to that agreement for professional engineering services in support of a project to support the procurement and installation of a temporary terminal building.

The scope of services includes:

1. Evaluation of proposed siting including confirmation of utility tie-in options, required separation distances from existing adjacent buildings, and compliance with FAA obstruction standards.
2. Preparation of plans and specifications for submittal to the FAA for authorization to undertake construction, and placement of a new structure on the airport property.
3. Prepare construction plans, and contract documents/technical specifications, engineer's opinion of probable construction cost, advertisements and "Notice to Bidders".
4. Provide technical support, answer questions, and clarify points pertaining to the construction plans and contract during advertisement and pre-bid meeting.
5. Tabulate and analyze bid results, review the contractor's qualifications, and make a recommendation for the contract award.

Financial Impact: \$38,000.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-

Buildings & Improvements, 603-5-0120-54200

Attachments: Proposal

Staff Recommendation: Approval of the item

TASK ORDER 08 AGREEMENT (the "Agreement")

Owner: City of Shawnee, Oklahoma

Client: Shawnee Regional Airport

Consultant: **H.W. Lochner, Inc. ("Lochner")**

Date: _____

Referenced Master-On-Call (MOC) Agreement: **City of Shawnee – 5-Year MOC Agreement Dated July 15, 2019.**

Task Order Project: **Task Order 08 – Siting and Bidding Services of a Temporary Terminal Building at Shawnee Regional Airport (SNL).**

Lochner and the Client (collectively, the "Parties" and individually, a "Party") agree as follows:

1. Task Order Agreement. This Agreement is a contract between Lochner and the Client for Lochner to perform engineering design services outlining the scope, schedule and fee on the Project. This Task Order assumes the terms and conditions of the above referenced MOC Agreement.

Article I Scope of Services

WHEREAS, the Owner has agreed to employ the Consultant to provide the engineering services required by performing engineering, designs, construction plans, contract documents/technical specifications, tabulation of construction quantities, and engineer's opinion of probable construction cost. The Consultant shall also assist the Owner with bidding services. The Owner may add to this Agreement by Supplement the additional services for construction observation and inspection services and construction closeout services for the proposed Project upon completion of the Design Phase services.

All services will be performed in accordance with good engineering practice and applicable published design criteria of the FAA, primarily FAA Advisory Circulars. *Where applicable, Oklahoma Department of Transportation (ODOT) and local design standards will be utilized. If local design standards are not available, Oklahoma City Standards shall be used.*

- AC 150/5300-13B "Airport Design"
- AC 150/5370-2G "Operational Safety on Airports During Construction"
- Advisory Circular 150/5370-10H "Standard Specifications for Construction of Airports."
- *Oklahoma Department of Transportation 2019 Standard Specifications for Highway Construction*
- *Oklahoma City Standard Specifications for the Construction of Public Improvements*

The following is a detailed description of the specific engineering services that are a duty of this Agreement.

*The Scope of work is for bidding documents for the siting and utility connections for an Owner-supplied modular building. Information regarding the dimensions, power requirements, orientation, and other pertinent details specific to the temporary building will be provided by the Owner. **At the Owner's request, an ADA compliant ramp and sidewalk for access to the building are not included in this Scope.** Access for the delivery of the modular building will be the responsibility of others. The Scope includes that the location of the modular building will be prepared by placing a layer of rock over a separator fabric directly on the existing grass adjacent to the apron pavement. It is assumed that the modular building manufacturer or supplier will coordinate and make provisions for access to the location; deliver, set, level, and anchor the building; provide and install skirting; provide and install ADA accessible ramp; provide required HVAC; provide anticipated electrical loading; and submit a plan detailing the layout of the specific unit to be delivered. The project may be funded with federal funds; therefore, FAA's standard federal provisions will be included within the bidding documents, including Buy American Requirements, Davis Bacon Wage Rates, etc. It is assumed that if federal funds are utilized for the project, that the total federal funding will be less than \$250,000; therefore, a Disadvantaged Business Enterprise (DBE) goal will not apply to the project. If federal funds utilized are \$250,000 or greater, a DBE goal and program update will be required and may be added to this agreement by supplement.*

Items excluded from this Scope of work that may be added by Supplemental Agreement include the following:

- Survey
- Geotechnical Investigation
- Sidewalk Design
- ADA ramp access
- Access for delivery of the modular building
- Coordination for delivery of the modular building
- Foundation and anchoring design – a gravel pad will be provided in the siting drawings
- DBE goal and program update
- Fence, sidewalk, or curb modifications
- Temporary fencing
- Modifications to the layout of the interior of the modular building
- Area lighting
- Site Drainage Considerations
- Permitting
- Preparation of grant applications

A. BASIC SERVICES

1. Design Phase-Preliminary

- a. Coordination with the Sponsor regarding project scope, schedule, and budget.
- b. Conduct a site visit to evaluate siting, and utility needs. *Owner will identify utility locations for tie-in.*

- c. Prepare agreement for design and engineering services.
- d. Terminal Siting Determination. *The location of the temporary building will be based on the Owner-designated preferred location, as depicted in Exhibit A. Consultant shall evaluate the preferred location to ensure required separation distances from adjacent buildings are met. Building siting shall be conducted based on a visual site visit and aerial imagery. No survey shall be conducted. Owner shall confirm selected siting meets slope requirements for Owner-supplied modular building. If required building separation distances cannot be met at the preferred location, additional siting options for evaluation may be added to this scope by Supplemental Agreement.*
- e. Evaluation of Utility Service Needs and Tie-In. *The Owner will locate and identify existing utilities (water, sanitary sewer, and power) that are to be utilized for connection of the temporary building to the utility services. The Owner will provide the Consultant with locations on the temporary building where water, sewer, and power will connect. The Owner will provide the Consultant details of the number and size of HVAC units and anticipated equipment that will require electrical connection for the temporary building for the Consultant to determine required power connections. The Owner will be responsible for payment of new connection fees and meters as required for utilities.*
- f. Evaluate necessary permits, processes, and design standards for utilities.
- g. *The Owner shall be responsible for submitting and paying for necessary permits for the temporary building.*

2. Design Phase – Plans and Specifications

- a. Prepare and submit FAA form 7460-1 for temporary construction through FAA's OE/AAA website, *as is required for construction work on airport property.*
- b. Prepare and submit FAA form 7460-1 for temporary building, through FAA's OE/AAA website, *as is required for the erection and placement of a new structure on airport property.*
- c. Prepare Construction Plans and Contract Documents/Technical Specifications for the Project.

1) The Construction Plans will generally include the following:

- Title Sheet
- General Airport Layout Plan and General Notes
- Construction Safety and Phasing Plan
- Construction Safety and Phasing Plan notes and details per AC 150/5370-2
- Summary of Quantities and Pay Item Notes
- Building Siting
- Utility Tie-Ins

2) Prepare Contract Documents/Technical Specifications to satisfy project specific needs.

- 3) Submit preliminary (90% completion) Construction Plans, Contract Documents/Technical Specifications, and updated engineer's opinion of probable construction cost to the Sponsor for review and comment. PDF copies will be submitted electronically with hard copies provided upon request.
- 4) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary (90% completion) review comments.
- 5) Submit Construction Plans and Contract Documents/ Technical Specifications to the Sponsor for final approval and authorization to advertise. PDF copies will be submitted electronically with hard copies provided upon request.

4. Bidding Phase

- a. Assist the Sponsor with advertisement for bids. The Consultant shall prepare the advertisement and send the "Notice to Bidders" to prospective Contractors. *(The Sponsor shall place the advertisement in the appropriate media.)*
- b. Distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.
- c. Answer questions and clarify points pertaining to the Construction Plans and Contract Documents/Technical Specifications during the Bidding Services phase.
- d. Attend and conduct one pre-bid conference at the Airport.
- e. Prepare and distribute pre-bid meeting minutes.
- f. Prepare and issue addenda during the Bidding Phase as required.
- g. *Bids will be opened during a regularly scheduled City Commission meeting. The Consultant will not be in attendance during the meeting where bids are opened.*
- h. *The Consultant will attend one (1) City Commission meeting for the bid award.*
- i. Tabulate and analyze bid results, review Contractor's qualifications, and make recommendation of contract award.

B. SPECIAL SERVICES

1. Field Survey – Engineering Design

- a. *Field Surveys will not be conducted.*

2. Geotechnical Investigation

- a. *Geotechnical investigation will not be conducted.*

3. *Disadvantaged Business Enterprise*

- a. *DBE Goal calculation and program update may be added by supplement if anticipated federal funding equals or exceeds \$250,000.*

C. CONSTRUCTION SERVICES

May be added by Supplement.

**ARTICLE II
TIME SCHEDULE**

The Consultant agrees to proceed with the services immediately upon receipt of a written Notice to Proceed (NTP) by the Owner, and to employ such personnel as required to complete the Scope of Services in accordance with the following time schedule:

SCHEDULED PERFORMANCE IN CALENDAR DAYS

A. BASIC SERVICES

1. Preliminary Phase As Required
2. Design Phase – Plans and Specifications
c.3) Submit Preliminary Plans and Specifications 90 Calendar Days After
Completion of Item 1
c.5) Submit Final Plans and Specifications 30 Calendar Days After
Receipt of Review Comments for Item 2.c.3)
3. Bidding Phase As Required

B. CONSTRUCTION SERVICES

May be added by supplement.

The schedule presented above does not include review time by the Owner, FAA or other interested agencies.

**ARTICLE III
COMPENSATION**

The Owner agrees to compensate the Consultant for performing engineering services as described herein on the following basis:

COMPENSATION SCHEDULE

A. BASIC SERVICES

1. Preliminary Phase \$10,100.00 Not to Exceed
2. Design Phase – Plans and Specifications \$17,400.00 Not to Exceed
3. Bidding Phase \$10,500.00 Not to Exceed
- Total Basic Services** **\$38,000.00 Not to Exceed**

B. CONSTRUCTION SERVICES

May be added by supplement.

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Owner.

For Item A. Basic Services, partial payment shall be made to the Consultant for those portions of the services completed. The Consultant shall submit to the Owner a monthly statement showing the actual hours expended and the portion of compensation requested for each element and phase of the services. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered. The compensation requested shall be based on the direct salary costs and the Overhead, Administrative Expenses, and Profit Multiplier as outlined in the Master On Call Agreement Dated July 15, 2019 and included as Attachment "A," and actual out-of-pocket expenses at the current rate allowed by the Internal Revenue Service and General Services Administration.

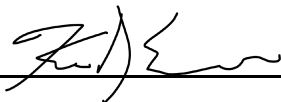
Travel on and off the Project site required of Consultant personnel will be compensated at the current rate allowed by the Internal Revenue Service.

Costs other than personnel services incurred by the Consultant will be documented in the written statement and will be at the cost to the Consultant from the vendor.

Progress payments shall be made to the Consultant within thirty (30) calendar days of receipt of a proper billing statement.

H.W. LOCHNER, INC.

CITY OF SHAWNEE, OKLAHOMA

By: 

By: _____

Title: Vice President

Title: _____

Date: 11/22/23

Date: _____

DERIVATION OF CONSULTANT PROJECT COSTS

BASIC SERVICES

Shawnee Regional Airport Temporary Terminal Siting and Utility Tie-In

SHAWNEE REGIONAL AIRPORT SHAWNEE, OKLAHOMA

November 22, 2023

1. DIRECT SALARY COSTS:

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal	2	\$225.75	\$ 451.50
Project Manager	53	\$195.65	\$ 10,369.45
Senior Electrical Engineer	0	\$195.65	\$ -
Senior Design Engineer	4	\$150.50	\$ 602.00
Design Engineer	43	\$126.42	\$ 5,436.06
Senior Airport Planner	0	\$129.43	\$ -
Environmental Scientist	0	\$120.40	\$ -
Engineer Intern	116	\$96.32	\$ 11,173.12
Design Technician	91	\$81.27	\$ 7,395.57
Administrative Assistant	30	\$69.23	\$ 2,076.90
Total Fully-Burdened Salary Costs			= \$ 37,504.60

2. OUT-OF-POCKET EXPENSES:

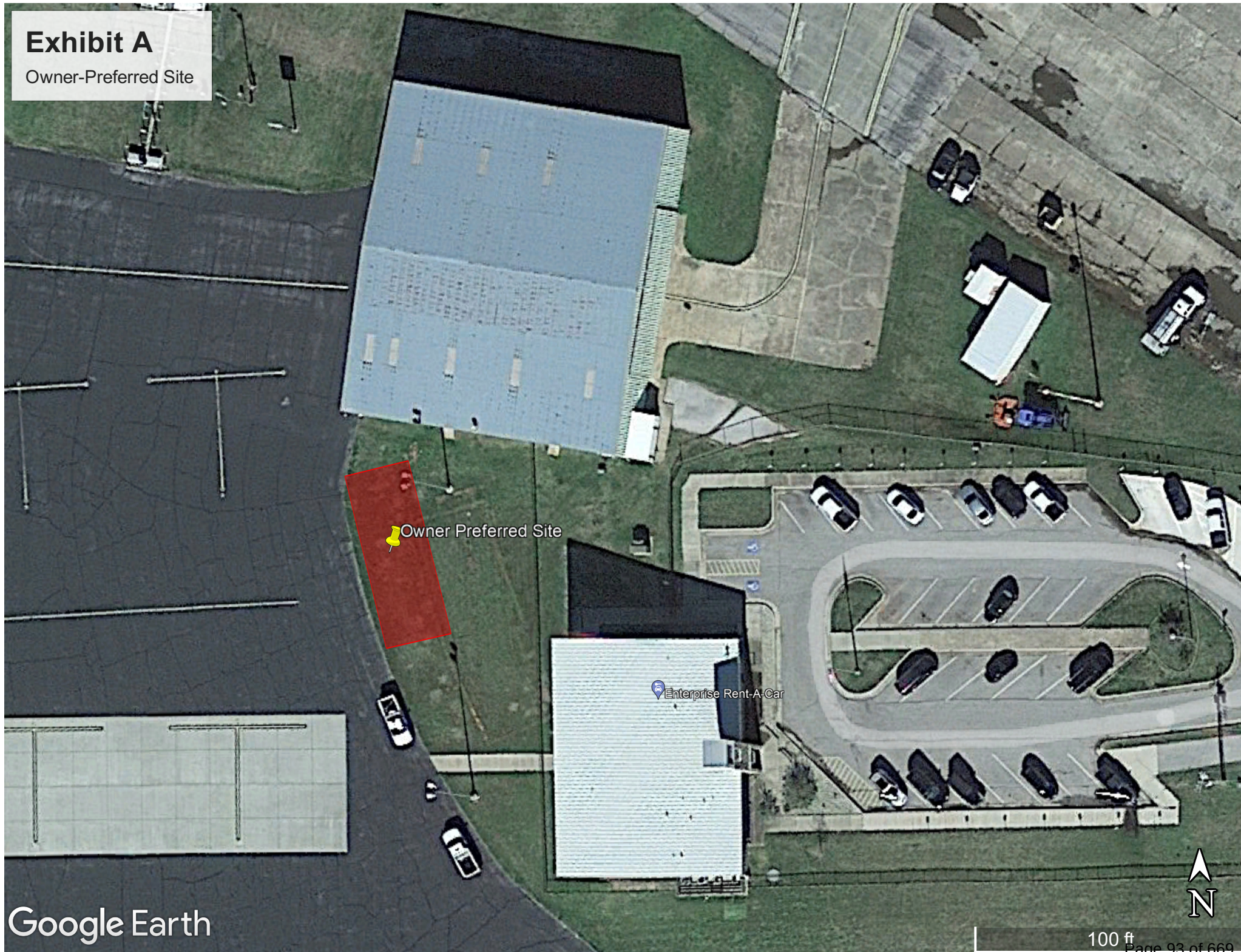
a. Mileage	270	miles @ \$0.655/mile =	\$ 176.85
b. Meals	3	@ \$59.00/day =	\$ 177.00
c. Motel	0	days @ \$123.00/day =	\$ -
d. Mailing & Misc. Expenses		=	\$ 141.55
Total Out-of-Pocket Expenses =			\$ 495.40

3. TOTAL FEE:

Items 1 and 2 \$ 38,000.00

Exhibit A

Owner-Preferred Site



Owner Preferred Site

Enterprise Rent-A-Car

ATTACHMENT “A” **LOCHNER 2020 COMPENSATION RATES**

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$75.00
Project Manager	\$65.00
Sr. Electrical Engineer	\$65.00
Sr. Design Engineer	\$50.00
Design Engineer	\$42.00
Sr. Airport Planner	\$43.00
Environmental Scientist	\$40.00
Engineer Intern	\$32.00
Design Tech	\$27.00
Administrative Assistant	\$23.00
Sr. Construction Inspector	\$45.00
Construction Inspector	\$38.00
Overhead, Administrative Expenses, and Profit Multiplier	3.01



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

Date: December 18, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of contract with Mobile Modular to provide temporary Airport Terminal Facilities.

Background: As mentioned in the previous companion item, the terminal building at the Shawnee Regional Airport was heavily damaged by the April 19, 2023, tornado event. The building is currently uninhabitable. Staff will be seeking financial assistance from both the Oklahoma Municipal Assurance Group (OMAG) and the Federal Emergency Management Agency to facilitate the permanent restoration of a terminal facility. In the interim, staff is seeking to procure and install a temporary facility to provide customer, administrative, and operational services at the airport.

In November, staff advertised a Request for Proposals to solicit firms capable of supplying facilities to serve as a temporary airport terminal. This request included a scope of requirements and asked firms to propose their best options to accommodate these needs. Responses were due on November 20, 2023, and eight (8) different proposals were received from four (4) different firms. Based on the criteria, the following evaluation scores were tabulated, and the responses ranked as follows:

1. Mobile Modular Management Company Lease- 83.25
2. Sustainable Modular Management Lease- 83
3. Mobile Modular Management Company Used Purchase- 82.25
4. Mobile Modular Management Company New Purchase- 82
5. Sustainable Modular Management Purchase- 82
6. Jim Cooley Construction, Inc. Lease- 77.25
7. Jim Cooley Construction Lease to Own- 73.75
8. Norfolk Modular Partners, LLC Lease- 66

Based upon these evaluation scores, staff recommends approval of a contract with Mobile Modular Management Company to lease a temporary facility for utilization as a temporary airport terminal facility.

Financial Impact: \$116,105.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-Buildings & Improvements, 603-5-0120-54200

Attachments: 2023-1010 Eval Score Sheet Total, Mobile Modular Management RFP Response, Mobile Modular Lease Agreement

Staff Recommendation: Approval of the item

RFP# 2023-1010 Temporary Airport Terminal Score Sheet

<u>Mobile Modular Lease</u>	<u>Mobile Modular Used Purchase</u>	<u>Mobile Modular New Purchase</u>	<u>Cooley Const. Lease</u>	<u>Cooley Const. Lease to Own</u>	<u>HWH Lease</u>	<u>Sustainable Modular Lease</u>	<u>Sustainable Modular Purchase</u>
52	52	52	85	85	42	95	95
90	90	90	83	83	75	83	83
96	93	92	92	78	86	84	82
95	94	94	49	49	61	70	68
83.25	82.25	82	77.25	73.75	66	83	82



**Request for Proposals for:
Temporary Airport Terminal Facility
Shawnee Regional Airport
RFP# 2023-1010**

Sealed Proposals Due Monday, November 20, 2023, at 4:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

City of Shawnee, Oklahoma
Request for Proposals

Temporary Airport Terminal Facility

Released: *October 24, 2023*

Submittal shall be sent to:
City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801

Sealed Envelope should be clearly marked:
RFP# 2023-1010 Temporary Airport Terminal
Facility

SUBMITTAL COVER SHEET

The Entity and the Officer with authority to commit for the Entity are:

RESPONDENT: Mobile Modular Management Corporation	FEDERAL ID OR SOCIAL SECURITY NO. 94-2579843	
STREET ADDRESS: 2849 E Main St	P.O. BOX:	ZIP: 75050
CITY & STATE & ZIP: Grand Prairie, TX	TELEPHONE NO. 214-304-1682	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING: Paul Crabtree, Regional Director Central	FAX NUMBER: 281-487-9213	E-MAIL: megan.poore@mgrc.com
PROPOSAL IS FROM A/AN: (☒) Corporation organized and existing under the laws of the STATE OF <u>California</u> (☐) Partnership (☐) Individual		

NON-COLLUSION

The undersigned certifies that the Entity has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this proposal invitation.

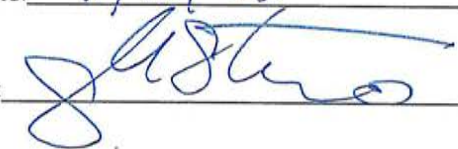
PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

- () There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.
- () The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.
- () The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: 11/14/23

Entity Name: Mobile Modular Management Corporation

By: 

Print Name: Paul Crabtree

City of Shawnee, Oklahoma

RFP# 2023-1010 Temporary Airport Terminal Facility

SIGNATURE PAGE

compliance with this RFP, the undersigned agrees to furnish the services in accordance with the attached Proposal or as mutually agreed upon by subsequent negotiation.

Mobile Modular Management Corporation
Respondent/Vendor Submitting Proposal

349 E Main St
Address

Grand Prairie TX 75050
City State Zip

14-304-1682
Phone Number

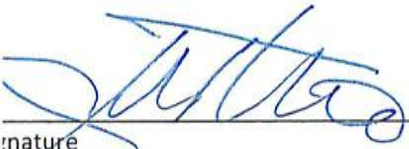
281-487-9222
Fax Number

egan.poore@mgrc.com
Email

www.mobilemodular.com
Web Address

Paul Crabtree
Authorized Person Submitting RFP (Print)

Regional Director, Central
Title


Signature

11/16/22
Date

STATEMENT OF NEED

The City of Shawnee requests proposals for the lease or purchase of temporary building(s) to serve as a temporary Airport Terminal Building. This request stems from the destruction of City of Shawnee owned facilities at the Shawnee Municipal Airport, related to the Severe Weather Event on April 19-20, 2023-FEMA Disaster DR-4706-OK. While the request indicates "portable" buildings, the City of Shawnee seeks the most cost-effective solution to its short- and long-term needs for facilities to serve the administrative and office functions of the City of Shawnee and the Shawnee Airport Authority. Draft layout for these facilities are provided as Attachment E.

The objective of this Request for Proposals is to identify a provider of temporary and/or portable buildings to be leased or purchased that can offer the highest quality product and installation/maintenance services at the lowest cost to the City of Shawnee. This objective is similar for all goods and services placed on a competitive bidding / request for proposal approach by the City of Shawnee. The City of Shawnee does prefer to lease the temporary building but is ultimately seeking the most cost economical solution for temporary facilities. The services provided will be in accordance with the Leasing Contract and attachments executed between the City of Shawnee and the Respondent/Vendor.

CALENDAR OF EVENTS

Listed below are the dates and times by which stated actions must be taken or completed. If the City of Shawnee determines, in its sole discretion, that it is necessary to change any of the dates and times, it will issue an Addendum to this Request. All listed times are applicable local times for Shawnee, Oklahoma.

Date / Time

October 28, 2023

November 6, 2023 at 10 a.m.

November 13, 2023 at 5 p.m.

November 20, 2023 at 4 p.m.

November 21, 2023

TBD

Action

Advertising of Request for Qualifications

Optional Pre-Proposal Meeting

Last day and time for Respondents to submit questions

Deadline for Submittals

Proposal Evaluation

Anticipated Award of Contract

1. SCOPE OF SERVICES. The following summary is intended to provide a general understanding of the City of Shawnee's expectations and is not all inclusive.
 - 1.1. Provide temporary facilities designed to meet the short-term and long-term needs described in the additional specifications (Attachment E). The Temporary Facility will be installed on property owned by the Shawnee Airport Authority, located at 2202 Airport Drive, Shawnee, OK 74804, at a site prepared for the purpose of supporting the facility by the City of Shawnee.
 - 1.2. The following items must be considered in providing the pricing. All spaces and square footage mentioned are to be considered *Conditioned* spaces.
 - 1.2.1. Office spaces to support the Shawnee Regional Airport Terminal, including:
 - 1.2.1.1. Customer service counter
 - 1.2.1.2. Pilot lounge
 - 1.2.1.3. Breakroom, storage, and workstation spaces.
 - 1.2.2. Two functional ADA compliant restrooms.
 - 1.3. All deliveries shall be freight prepaid, FOB destination and shall be included in all pricing offered.
 - 1.4. Proposals shall include pricing to deliver, anchor, set-up, and establish functionality necessary for operation of the building(s).
 - 1.5. Facility shall contain method to tie into and connect to provided water tap and connect to provided sewer tap. Connection shall be made by the City of Shawnee. Proposal shall include schematic layout for all water and sewer connections that will be required.
 - 1.6. Permanent electrical power connection to be provided by the City of Shawnee. The proposed facility shall be wired and ready for an electrical service with a single point of connection. Proposal shall include schematic layout indicating the connection point, type of connection point, and rating of the service connection.
 - 1.7. Facility shall include HVAC equipment installed, connected, and functional providing for all *conditioned* spaces. If power will be required to be connected directly to HVAC equipment by the City of Shawnee, the proposal shall indicate this fact, the location of the connection, the size and type of connection, and the rating of the electrical utilization.
 - 1.8. Facility shall include applicable warranties for all items provided by the respondent/vendor.
 - 1.9. Respondent/Vendor is requested to offer the "basic" proposed facility and is invited to add options so long as the cost of the options can be separated from the basic facility.
 - 1.10. Unauthorized modifications of specifications, forms or terms may render the proposal invalid.
 - 1.11. Proposals may be either for lease (minimum of twenty-four [24] months), for purchase, lease to purchase, or both lease and purchase of the proposed facility. Respondent/Vendors are encouraged to include all options that they provide in their proposals.

2. SUBMITTAL REQUIREMENTS, FORMAT, AND PREPARATION GUIDELINES

2.1. Format and Preparation Guidelines

2.1.1. Submittal Remittance

Send Sealed Submittal To

City of Shawnee
Attn: City Clerk
16 West 9th Street
Shawnee, Oklahoma 74801

Clearly Marked on Outside Envelope
RFP# 2023-1010 Temporary Airport Terminal Facility
Due Date: November 20, 2023 at 5:00 p.m. Central

2.2. Instructions to Respondent/Vendors

- 2.2.1. Respondents are to submit one (1) original complete submittals with signatures in blue ink and one (1) electronic form of the complete submittal package that can be reproduced. All copies shall be the exact format as the original including the binding requirements in Section 2.4.2.
 - 2.2.2. At due date and time, all submittals received by the due date will be opened for the sole purpose of recording the names of the individuals or Respondent/Vendors submitting written responses.
 - 2.2.3. If the submittal is mailed, sufficient time must be allowed to ensure the City of Shawnee's proper receipt of the package by the time specified above. Allow an additional 24 hours for the City of Shawnee's internal mail process. It is the responsibility of the Respondent/Vendors to ensure that the properly marked and sealed submittal arrives at the City of Shawnee. Submittals received after the due date and time will be returned to Respondent unopened.
 - 2.2.4. Any submittal not prepared and received in accordance with provisions stated herein will be considered an informal response and any/or all of the submittal may be rejected.
 - 2.2.5. Withdrawal of submittal will be accepted until the submission due date and time above. No submittal may be withdrawn after the deadline.
 - 2.2.6. Each Respondent/Vendor will pay all costs associated with the preparation of the submittal, and, if applicable, subsequent oral presentations if requested by the City of Shawnee.
 - 2.2.7. This file becomes a matter of public record and is open for review by the public upon the full execution of the agreement.
 - 2.2.8. The City of Shawnee will not be liable for any error or omission in any response. Respondent/Vendor will not be allowed to alter proposal documents after the deadline for response submission, except under the following condition: the City of Shawnee reserves the right to make corrections or clarifications to the RFP due to patent errors identified in responses by the City of Shawnee or Respondent/Vendors. The City of Shawnee, at its option, has the right to request clarification or additional information from any respondent.
- ## 2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:
- 2.3.1. Signed Submittal Cover Sheet.

- 2.3.2. Acknowledgement of number and date of addenda received. (Attachment C)
- 2.3.3. Illustration of proposed facility including the floor plan and general design features.
- 2.3.4. Draft agreements. Draft agreements shall include any proposed:
 - 2.3.4.1. Lease agreement,
 - 2.3.4.2. Lease to purchase agreement, and/or
 - 2.3.4.3. Purchase agreement.
 - 2.3.4.4. All draft agreements shall include proposed pricing. Pricing shall include all of the following items at minimum:
 - 2.3.4.4.1. Set up of facility,
 - 2.3.4.4.2. Build-out of facility,
 - 2.3.4.4.3. Any delivery, tear down, and haul off fees related to the facility,
 - 2.3.4.4.4. Any costs or fees related to damage or wear and tear to the facility,
 - 2.3.4.4.5. Any other costs or fees that may be applicable.
 - 2.3.4.5. All draft agreements shall include full warranty coverage provided by respondent/vendor.
- 2.3.5. If the Respondent fails to supply all required information, the submission may be deemed non- responsive at the discretion of the City of Shawnee.
- 2.3.6. Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352
- 2.3.7. Attachment B: No Proposal Notification, if necessary
- 2.3.8. Attachment D: Non-Collusion Affidavit

2.4. Submittal Format

- 2.4.1. Submittal shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements and an understanding of the City of Shawnee's needs.
- 2.4.2. Submittals should be printed on letter size paper (8 ½" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not staple or use metal-ring hard cover binders.
- 2.4.3. Submittals are to be double sided with each side counted as a page. Table of Contents, 1 page Cover Letter, Submittal Cover Sheet and Divider tabs do not count toward total page count.
- 2.4.4. Each complete submittal will contain a maximum of thirty (30) pages, a cover letter, the Submittal cover sheet, the relevant requested Submittal information, and the required signature page. Brevity is a plus.

2.4.5. At the discretion of the respondent, a maximum of ten (10) additional qualifications related or marketing informational pages can be included in the submittal.

2.5. Interpretation or Correction

2.5.1. The City of Shawnee is not liable for interpretations/misinterpretations or other errors or omissions made by the Respondent in responding to this Request. Any required addendum to the RFP and all clarifications, answers to questions, or changes to this RFP shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by fax and posted on the City of Shawnee website found at:

https://www.shawneeok.org/services/current_bids_proposals/index.php

Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the City of Shawnee to any requirements, terms or conditions not stated herein.

2.5.2. The City of Shawnee shall make every possible, good faith effort to issue any and all addenda(s) no later than seven (7) days prior to the due date for proposals. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Qualifications.

2.5.3. Any person, Respondent/Vendor or corporation submitting a response is deemed to have read, understood and agreed to all terms, conditions and requirements set forth in the specifications. Respondent agrees to conform in general to the terms of these specifications, details of which will be set forth in a signed agreement mutually acceptable to and executed by the City of Shawnee and the Respondent.

2.5.4. From the date of issuance until the City of Shawnee takes final agency action, the Respondent must not discuss their submittal or any part thereof with any employee, agent, or representative of the City of Shawnee except as expressly requested by the City of Shawnee in writing. Violation of this restriction will result in rejection of the Respondent's response.

2.5.5. No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any the City of Shawnee employee. All inquiries, requests for clarification, change of condition or requirement, specification omissions, doubt as to meaning, or requests for additional information must be submitted, in writing, or via email to Danny Vise, Jr. email address: Danny.Vise@Shawneeok.org. In the written request, the Respondent must identify him/herself and provide the page number, section, and paragraph of the conditions or requirements in question. The Respondent must also recommend specific written changes to the specified condition(s) or requirement(s).

2.5.6. All written inquiries or requests for changes or information must be received by Danny Vise, Jr: Danny.Vise@Shawneeok.org, no later than the scheduled date shown in the Calendar of Events outlined in this document. All Respondent inquiries or requests, the City of Shawnee responses to these inquiries or requests, and other needs as may apply will be provided to all prospective Respondents by addendum. All addenda issued by the City of Shawnee shall become a part of the RFP, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning this Request for Proposals should be addressed as follows:

City of Shawnee
Attn: Danny Vise, Jr
16 W. 9th Street
Shawnee, OK 74801

2.6. Confidential Information, Trade Secrets, and Proprietary Information

- 2.6.1. The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the Proposal. The cost Proposal will not be considered confidential under any circumstance. Any Proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 2.6.2. The Respondent must clearly designate the part of the Proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Respondent shall mark the cover sheet of the Proposal with the following legend, specifying the specific section(s) of his Proposal sought to be restricted in accordance with the conditions of the legend: "The data contained in pages ___ of the Proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Respondent as a result of or in connection with the submission of this Proposal, the City of Shawnee shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shawnee's right to use or disclose data obtained from any source, including the Respondent, without restrictions." Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
- 2.6.3. Respondents must be prepared to defend the reasons why the material should be held confidential. If a competing respondent or other person seeks review or copies of another respondent's confidential data, the City of Shawnee will notify the City of Shawnee of the asserted data of the request. If the City of Shawnee of the asserted data does not want the information disclosed, it must agree to indemnify the City of Shawnee and hold the City of Shawnee harmless against all actions or court proceedings that may ensue (including attorney's fees), which seek to order the City of Shawnee to disclose the information. If the City of Shawnee of the asserted data refuses to indemnify and hold the state harmless, the City of Shawnee may disclose the information.
- 2.6.4. The City of Shawnee reserves the right to make any Proposal, including proprietary information contained therein, available to City of Shawnee personnel, or other City of Shawnee and state agencies or organizations for the sole purpose of assisting the City of Shawnee in its evaluation of the Proposal. The City of Shawnee shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 2.6.5. If your Proposal contains confidential information, you should also submit a redacted copy along with your Proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from the City of Shawnee. When submitting your redacted copy, you should clearly mark the cover as such "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information have been removed.

2.7. Provisions for Recommendation: It is understood that the City of Shawnee reserves the right to the following:

- 2.7.1. Reject any and/or all Proposal submittals.
- 2.7.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.
- 2.7.3. Revise the RFP and/or issue addenda to the RFP, in the event it becomes necessary to revise any or part of the RFP. Addenda will be provided to all those who received the RFP.

2.7.4. Cancel or re-issue the Request for Proposals, in whole or in part, prior to execution of a contract.

2.7.5. Negotiate with the Respondent.

2.7.6. Award contract based on the overall best business decision for the City of Shawnee including Respondent/Vendor location or services offered.

2.7.7. Waive any informalities or regularities.

2.7.8. Request additional information or require a meeting with the Respondent for clarification.

2.7.9. Modify timelines, as issued in the form of an addendum.

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. All proposals shall be initially evaluated based on criteria listed below by members of an advisory evaluation committee. Such advisory committee shall consist of individuals who have expertise regarding, or some experience with, the subject matter of the RFP or individuals who could be characterized as recipients, beneficiaries, or users of the RFP's subject matter. All qualified proposals shall be evaluated by the committee using a point earned matrix. Evaluations and selection of the successful Respondent shall be based on the information submitted in the proposal.

3.2. In determining the Respondent/Vendor services whose Proposals are in the best interests of the City of Shawnee and a Quality Based Selection. The following criteria, among possible others, will be considered:

Meeting the legal qualifications and terms and conditions specified	10 pts
Completeness of Exhibit A, the Proposal Form	10 pts
Socioeconomic Respondent/Vendors	5 pts
Ability to deliver the facilities in a timely and responsive manner	10 pts
Respondent/Vendor's ability and capacity to perform the work.	20 pts
Time schedule and experience at timely delivery of design documents.	10 pts
Respondent/Vendor's experience	10 pts
Respondent/Vendor's ability to demonstrate understanding of project requirements.	10 pts
Financial Controls	15 pts

Ability to accurately estimate and complete the project within available budget

Maximum Point Total

100 pts

3.3. By submitting a response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified Respondent/Vendor(s) will require subjective judgments by the City of Shawnee.

3.4. It is incumbent upon each respondent to furnish complete and relevant information to receive proper consideration. The committee could develop a short list for Respondent/Vendors to interview. The number of shortlisted Respondent/Vendors will depend on the number of responses received.

3.5. The City of Shawnee reserves the right to reject any or all proposals and issue subsequent Requests for Qualifications and negotiate any and all provisions contained herein.

3.6. If an agreement for services cannot be reached with the selected Respondent/Vendor, the City of Shawnee will begin negotiations with another Respondent/Vendor that the selection committee believes is the next best alternative. The same process will be repeated with the other Respondent/Vendors if no such agreement can be

reached. Upon successful negotiations with a Respondent/Vendor, the City of Shawnee may enter into a contract with the selected Respondent/Vendor. The City of Shawnee reserves the right to not select a Respondent/Vendor as part of this process.

- 3.7. Acceptance of a proposal shall be by written notice to the Respondent/Vendor submitting the accepted proposal and by simultaneously notifying in writing the other Respondent/Vendor s that their proposals were not accepted.
- 3.8. The contract will be awarded to the form whose proposal conforms to this RFP and is most advantageous and cost effective for the City of Shawnee.

GENERAL TERMS AND CONDITIONS

- 4.1. Respondent/Vendors are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed. This RFP will be superseded by any future contract agreement and its related contract documents.
- 4.2. The selected Respondent/Vendor will provide the required temporary building within ninety (90) days of a signed agreement or notice to proceed.
- 4.3. Upon delivery, set up, and completed installation the respondent/vendor shall request the City of Shawnee to approve the condition of the facility. The City of Shawnee reserves the right to request modifications and repairs to the facility at any time.
- 4.4. Governing Law and Venue: This RFP and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma and the City of Shawnee, Oklahoma.
- 4.5. Appropriated Funds: The purchase of any service which arises from this solicitation, is contingent upon the availability of appropriated funds. If funds are withdrawn or do not become available, the City of Shawnee can cancel the service contract by giving the Respondent/Vendor written notice of its intention to cancel not less than ninety (90) days prior to the end of the term without penalty. Upon cancellation of the contract, the City of Shawnee shall not be responsible for any payment of any services received that occur after the end of the current contract period.
- 4.6. Sales and Use Tax: The City of Shawnee as a public entity and in some cases exempt from state and local sales taxes.
- 4.7. Invoices and Payment: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
 - 4.7.1. The Proposal Request (with the Respondent's Proposal), unless otherwise modified in writing, and the contract constitute the complete project. The contract prices constitute the total compensation payable to Respondent/Vendor and the cost of all of the work and materials, taxes, permits and incidentals must be included into the Proposal submitted by the Respondent/Vendor and included into those items listed on the Proposal Request.
 - 4.7.2. Any additional supporting data required by the City of Shawnee in order to substantiate Respondent/Vendor's request for payment shall be furnished by Respondent/Vendor at no cost to the City of Shawnee.
 - 4.7.3. The City of Shawnee may withhold from payment to Respondent/Vendor as may be necessary to protect itself from loss on account of:

- 4.7.3.1. Defective and/or inferior work;
 - 4.7.3.2. Damage to the property of the City of Shawnee or others caused by Respondent/Vendor;
 - 4.7.3.3. Failure by Respondent/Vendor to make payments properly to subcontractors or to pay for labor, materials or equipment used on this project;
 - 4.7.3.4. Failure by Respondent/Vendor to pay taxes due on materials used on this project;
 - 4.7.3.5. Damage by Respondent/Vendor to another Respondent/Vendor;
 - 4.7.3.6. Insolvency;
 - 4.7.3.7. Bankruptcy, voluntary or involuntary;
 - 4.7.3.8. Revocation of corporate status;
 - 4.7.3.9. Failure to follow corporate formalities;
 - 4.7.3.10. Unprofessional Respondent/Vendor activities;
 - 4.7.3.11. Unworkmanlike performance; and/or
 - 4.7.3.12. Fraud and/or misrepresentation of any kind.
- 4.8. Observance of the City of Shawnee Rules and Regulations: Respondent/Vendor agrees that at all times its employees will observe and comply with all policies and procedures of the City of Shawnee, including but not limited to smoking, parking and security directives. The Respondent/Vendor will be required to follow the City of Shawnee policies in dealing with improper conduct and discrimination and shall report all incidents or injuries to the City of Shawnee.
- 4.9. Non-Exclusive Contract: This is not an exclusive contract and will not restrict in any way the City of Shawnee's rights to contract with other Respondent/Vendors for services and/or commodities similar to those specified within this RFP.
- 4.10. Limitations of Remedies and Indemnification: Any Respondent/Vendor awarded the RFP accepts full responsibility for acts or conduct of its employees or agents, or services rendered, and agrees to indemnify, defend and hold harmless the City of Shawnee and its officers, agents and employees from any and all claims, demands, damages, actions and costs or expenses in connection therewith that may relate to any subsequent agreement, or acts of the Respondent/Vendor's employees or agents. the City of Shawnee will not be liable for any damage or injury to the Respondent/Vendor's employees or its properties. the City of Shawnee does not agree to indemnify the vendor.
- 4.11. The Respondent/Vendor may not assign, transfer, convey or otherwise dispose of this agreement or any right, title or interest herein without the prior written consent of the City of Shawnee. Any contract resulting from this RFP may only be amended in writing and signed by the Respondent/Vendor and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this RFP.
- 4.12. The Respondent/Vendor shall not name the City of Shawnee in its external advertising, marketing programs or other promotional efforts, any data, pictures or other representation of the City of Shawnee except on the specific, written authorization in advance by the City of Shawnee's Mayor/City Commission and/or the City Manager.

4.13. The agreement between the Respondent/Vendor and the City of Shawnee may be cancelled by mutual written agreement of both parties upon ninety (90) days' notice. the City of Shawnee may cancel the agreement effective thirty (30) days after a written notice from the City of Shawnee is provided to the Respondent/Vendor if the Respondent/Vendor does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a Respondent/Vendor manner.

4.14. The Respondent/Vendor services Respondent/Vendor is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.

4.15. Insurance: Prior to beginning work, successful proposal shall deliver certificates of insurance as evidence of the coverage indicated below; such evidence shall include documentation of thirty (30) day prior written notice to the City of Shawnee of cancellation, non-renewal or material change in coverage.

4.15.1. The Respondent/Vendor will obtain all insurance required under this agreement before commencing work and shall furnish the City of Shawnee with a certificate of insurance as proof of coverage. Companies writing insurance under this article must be licensed to do business in the State of Oklahoma. All costs for insurance will be borne by the Respondent/Vendor. With the exception of Respondent/Vendor liability, all policies shall be written on an "occurrence" not "claims made" basis.

4.15.2. The insurance certificates should be delivered to:

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee, OK 74801

4.15.3. Each insurance policy maintained by Respondent/Vendor must be endorsed as follows:

4.15.3.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)

4.15.3.2. "Underwriters waive all rights of subrogation against the City of Shawnee."

4.15.3.3. "The coverage afforded herein shall be primary in relation to any policies carried by the City of Shawnee." Provide thirty (30) days written notice of cancellation or reduction of any coverage to the City of Shawnee.

4.15.4. Insurance provider shall provide thirty (30) days written notice of cancellation, non-renewal, or reduction of any coverage to the City of Shawnee.

4.15.5. The Respondent/Vendor shall maintain the following:

4.15.5.1. Workers' Compensation and Employers' Liability Insurance in accordance with all applicable State laws. Employers' Liability Insurance, including Occupational Disease, with limits of liability of not less than \$1,000,000 each accident and \$1,000,000 each employee.

4.15.5.2. The Respondent/Vendor shall maintain general liability coverage during the term of the agreement. The minimum acceptable limits shall be \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Each policy of insurance required by this clause shall contain an Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers, using form CG 20 10 Form B (edition 07 04) or approved equivalent; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and

volunteers. The Respondent/Vendor shall provide certification of such insurance and a copy of the policy upon request.

4.15.5.3. The Respondent/Vendor shall maintain automobile liability coverage during the term of the agreement. The minimum limit of this coverage shall be \$500,000 combined single limit for bodily injury and property damage. Liability coverage to be provided for "Any Auto" or "All Owned Autos and Hired and Non-owned Autos." If the Respondent/Vendor owns no vehicles, then a "Hired and Non-owned Auto" liability policy is required. An Additional Insured endorsement in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is required; and a Waiver of Transfer of Rights of Recovery Against Others to Us in favor of the City of Shawnee, its elected and appointed officials, agents, directors, employees, and volunteers is also required. The Respondent/Vendor shall provide certification of such insurance and a copy of the policy upon request.

4.16. Contract Provisions: The following is an abbreviated summary of a portion of the City of Shawnee's proposed contract provisions. The following list is not intended to be exhaustive. The City of Shawnee reserves the right to modify the proposed provisions listed below.

4.16.1. The following additional agreements will be executed between the awarded Respondent/Vendor and the City of Shawnee:

4.16.1.1. Facility Leasing and Service Agreement

4.16.1.2. Maintenance Agreement and Warranty Terms

4.16.1.3. Agreement pertaining to Insurance and other Liabilities.

4.16.2. If the awarded Respondent/Vendor does not deliver the Temporary Building(s) within forty-five (45) calendar days of contract signature, the City of Shawnee *may* give notice to Respondent/Vendor of the City of Shawnee's intent to select the next most qualified proposal.

4.16.3. Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

4.16.4. All Federal, State, and local taxes due or payable during the time of contract on materials, equipment, labor or transportation, in connection with this work/product, must be included in the amount proposal by the Respondent/Vendor and shall be paid to proper authorities before acceptance.

4.17. The selected Respondent/Vendor shall be required to assume responsibility for all items and services offered in their Proposal whether or not he produces or provides them. The City shall consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.18. Use of Subcontractor by Respondent/Vendors

4.18.1. Each Respondent/Vendor shall serve as the single prime Respondent/Vendor for all work performed pursuant to its contract. That prime Respondent/Vendor shall be responsible for all deliverables referenced in this Proposal Request. This general requirement notwithstanding, Respondents may enter into subcontractor arrangements. Respondents may submit a Proposal in response to this Proposal Request, which identifies subcontract(s) with others, provided that the prime Respondent/Vendor acknowledges total responsibility for the entire contract.

4.18.2. If it becomes necessary for the prime Respondent/Vendor to use subcontractors, the City of Shawnee urges the prime Respondent/Vendor to use small and emerging businesses, a small entrepreneurship, or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the City of Shawnee.

4.18.3. Information required of the prime Respondent/Vendor under the terms of this Proposal Request is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Respondent/Vendor shall assume total responsibility for compliance. Nothing in the contract documents shall create any contractual relationship between the City of Shawnee and any subcontractor or other person or organization having a direct contract with the Respondent/Vendor, nor shall it create any obligation on the part of the City of Shawnee to pay or to see to the payment of any monies due any subcontractor.

4.18.4. The Respondent/Vendor shall indemnify and hold harmless the City of Shawnee and its agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the Respondent/Vendor's failure to bind every subcontractor and Respondent/Vendor's surety to all of the applicable terms and conditions of the contract documents.

4.18.5. The Respondent/Vendor shall include all subcontractors as insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Respondent/Vendor.

4.19. Indemnification and Limitation of Liability

4.19.1. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

4.19.2. Respondent/Vendor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the City of Shawnee from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Respondent/Vendor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Respondent/Vendor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent actor failure to act of the City of Shawnee. In connection therewith the respondent/vendor shall execute the Hold Harmless Agreement furnished by the City of Shawnee in Attachment F. Work may not commence until such document is executed and received by the City of Shawnee.

4.19.3. Respondent/Vendor will indemnify, defend and hold the City of Shawnee harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the City of Shawnee in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the City of Shawnee shall give the Respondent/Vendor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Respondent/Vendor's sole expense, and (iii) assistance in the defense of any such action at the expense of Respondent/Vendor. Where a dispute or claim arises relative to a real or anticipated infringement, the City of Shawnee may require Respondent/Vendor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the City of Shawnee shall require.

4.19.4. The Respondent/Vendor shall not be obligated to indemnify that portion of a claim or dispute based upon:

4.19.4.1. City of Shawnee's unauthorized modification or alteration of a Product, Material, or Service;

4.19.4.2. City of Shawnee's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Respondent/Vendor;

4.19.4.3. City of Shawnee's use in other than the specified operating conditions and environment.

4.19.5. In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Respondent/Vendor believes that it may be enjoined, Respondent/Vendor shall have the right, at its own expense and sole discretion as the City of Shawnee's exclusive remedy to take action in the following order of precedence:

4.19.5.1. To procure for the City of Shawnee the right to continue using such item(s) or part(s) thereof, as applicable.

4.19.5.2. To modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or

4.19.5.3. To replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the City of Shawnee up to the dollar amount of the contract.

5. COMPLIANCE WITH FEDERAL REQUIREMENTS

Since the parties anticipate that federal funding will be applied to this Request for Proposal/Agreement/Contract, the following federal contract clauses must be complied with, where applicable, in addition to the clauses already mentioned. Where any clauses conflict, the more stringent shall be the used.

5.1. Equal Employment Opportunity: The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the Respondent/Vendor agrees as follows:

5.1.1. The Respondent/Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Respondent/Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

5.1.1.1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent/Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.1.2. The Respondent/Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent/Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.1.3. The Respondent/Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Respondent/Vendor's legal duty to furnish information.

- 5.1.4. The Respondent/Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Respondent/Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5.1.5. The Respondent/Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5.1.6. The Respondent/Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 5.1.7. In the event of the Respondent/Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Respondent/Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 5.1.8. The Respondent/Vendor will include the portion of the sentence in Section 5.1 that immediately precedes Section 5.1.1 and the provisions of Sections 5.1.1 through 5.1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Respondent/Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- 5.1.8.1. Provided, however, that in the event a Respondent/Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Respondent/Vendor may request the United States to enter into such litigation to protect the interests of the United States.
- 5.1.9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Respondent/Vendors and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 5.1.10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Respondent/Vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts

pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Respondent/Vendors and subcontractor by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5.2. Compliance with the Contract Work Hours and Safety Standards Act (2 CFR 200 Appendix II).

- 5.2.1. Overtime requirements: No Respondent/Vendor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 5.2.2. Violation, liability for unpaid wages, liquidated damages: In the event of any violation of the clause set forth in Section 5.2.1 of this section the Respondent/Vendor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Respondent/Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Section 5.2.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section 5.2.1 of this section.
- 5.2.3. Withholding for unpaid wages and liquidated damages: The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Respondent/Vendor or subcontractor under any such contract or any other Federal contract with the same prime Respondent/Vendor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Respondent/Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Respondent/Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 5.2.2 of this section.
- 5.2.4. Subcontracts: The Respondent/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in Section 5.2.1 through 5.2.4 of this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Respondent/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 5.2.1 through 5.2.4 of this section.
- 5.2.5. The Respondent/Vendor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- 5.2.6. Records to be maintained under this provision shall be made available by the Respondent/Vendor or

subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Respondent/Vendor or subcontractor will permit such representatives to interview employees during working hours on the job.

5.3. Extension to Successors and Assigns: Each and all of the covenants and agreements contained in the Agreement affected by the acceptance of the Proposal shall extend to and be binding upon the successors and assigns of the parties thereto. Rights under this Agreement may not be assigned without mutual written consent of the parties.

5.4. Binding Agreement: This Agreement shall be construed in a neutral manner. This Agreement reflects the complete and full terms of agreement that is binding between the parties. The pages may be signed on separate pages, in counterparts and together are deemed to be one document. A true electronic copy is deemed an original.

5.5. Governing Law: All disputes relating to the execution, interpretation, construction, performance, or enforcement of the Agreement and the rights and obligations of the parties hereto shall be governed by the laws of the State of Oklahoma and resolved in a District Court of Oklahoma or applicable Federal Court of Oklahoma. Respondent/Vendor hereby consents to and waives any objection to venue and jurisdiction in such courts.

5.6. Severability: If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

5.7. Clean Air Act

5.7.1. The Respondent/Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

5.7.2. The Respondent/Vendor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.7.3. The Respondent/Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.8. Federal Water Pollution Control Act

5.8.1. The Respondent/Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

5.8.2. The Respondent/Vendor agrees to report each violation to the City of Shawnee and understands and agrees that the City of Shawnee will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

5.8.3. The Respondent/Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5.9. Suspension And Debarment

5.9.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Respondent/Vendor is required to verify that none of the Respondent/Vendor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 5.9.2. The Respondent/Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.9.3. This certification is a material representation of fact relied upon by the City of Shawnee. If it is later determined that the Respondent/Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Shawnee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.10. The proposal or Respondent/Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The proposal or Respondent/Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 5.11. Byrd Anti-Lobbying Act: The Respondent/Vendor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.
- 5.11.1. If applicable, Respondent/Vendors must sign and submit the following certification to the non-federal entity (NFE) with each proposal or offer exceeding \$100,000. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency. The "44 C.F.R. Part 18 – Certification Regarding Lobbying" shown on ATTACHMENT A must be signed and included with the contract documents.
- 5.12. Anti-Kickback Clause: The Respondent/Vendor hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Respondent/Vendor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
- 5.13. Procurement Of Recovered Materials: In the performance of this Contract, the Respondent/Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- 5.13.1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- 5.13.2. Meeting Contract performance requirements; or
- 5.13.3. At a reasonable price.
- 5.13.4. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program
- 5.14. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

5.14.1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

5.14.2. Prohibitions.

5.14.2.1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

5.14.2.2. Unless an exception in Section 5.14.3 of this clause applies, the Respondent/Vendor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

5.14.2.2.1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

5.14.2.2.3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

5.14.2.2.4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

5.14.3. Exceptions.

5.14.3.1. This clause does not prohibit Respondent/Vendors from providing:

5.14.3.1.1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

5.14.3.1.2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

5.14.3.2. By necessary implication and regulation, the prohibitions also do not apply to:

5.14.3.2.1. Covered telecommunications equipment or services that:

5.14.3.2.1.1. Are not used as a substantial or essential component of any system; and

5.14.3.2.1.2. Are not used as critical technology of any system.

5.14.3.2.2. Other telecommunications equipment or services that are not considered covered

telecommunications equipment or services.

5.14.4. Reporting requirement.

5.14.4.1. In the event the Respondent/Vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Respondent/Vendor is notified of such by a subcontractor at any tier or by any other source, the Respondent/Vendor shall report the information in Section 5.14.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

5.14.4.2. The Respondent/Vendor shall report the following information pursuant to Section 5.14.4.1 of this clause:

5.14.4.2.1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

5.14.4.2.2. Within 10 business days of submitting the information in Section 5.14.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Respondent/Vendor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5.14.5. Subcontracts. The Respondent/Vendor shall insert the substance of this clause (Section 5.14), including this paragraph (5.14 .5), in all subcontracts and other contractual instruments.

5.15. Domestic Preferences for Procurements.

5.15.1. As appropriate, and to the extent consistent with law, the Respondent/Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

5.15.2. For purposes of this clause:

5.15.2.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

5.15.2.2. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.16. Access to Records

5.16.1. The following access to records requirements applies to this contract:

5.16.1.1. The Respondent/Vendor agrees to provide the City of Shawnee, OEM, the FEMA Administrator, the

Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Respondent/Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Respondent/Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

5.16.1.3. The Respondent/Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5.16.1.4. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the City of Shawnee and the Respondent/Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5.17. Termination

5.17.1. Termination for Cause. The City of Shawnee (City of Shawnee) shall submit a written notice to the Respondent/Vendor and surety which justifies placement of the Respondent/Vendor in default if:

5.17.1.1. The Work is not begun within the time specified in the Notice to Proceed.

5.17.1.2. The Work is performed with insufficient workmen, equipment, or materials to assure prompt completion.

5.17.1.3. The Respondent/Vendor performs unsuitable, neglected, or rejected work, refuses to remove materials.

5.17.1.4. The Work is discontinued.

5.17.1.5. The Work is not completed within the Contract Time or time extension.

5.17.1.6. Work is not resumed within a reasonable time after receiving a notice to continue.

5.17.1.7. The Respondent/Vendor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

5.17.1.8. The Respondent/Vendor allows any final judgment to stand unsatisfied for a period of ten (10) days.

5.17.1.9. The Respondent/Vendor makes an assignment for the benefit of creditors.

5.17.1.10. The Work is not performed in an acceptable manner.

5.17.1.11. If the Respondent/Vendor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the Respondent/Vendor is placed into default. In that event, the City of Shawnee may obtain the necessary labor, materials, and equipment, or enter into a new Contract in order to complete the Work. All costs incurred by the City of Shawnee for completing the Work under the new Contract will be deducted from the payment due the Respondent/Vendor. If the expense exceeds the sum payable under the Contract, the Respondent/Vendor and surety shall be liable to pay the City of Shawnee the difference.

5.17.2. Termination for Convenience. The City of Shawnee (City of Shawnee) may, at any time, terminate this

Contract or any portion thereof, for City of Shawnee's convenience, upon providing written notice to the Respondent/Vendor. In such case, Respondent/Vendor shall be paid for all work completed through the date notice was provided (less payments already received) and reasonable demobilization and restocking charges incurred, and reasonable overhead and profit based upon industry standards on the work performed. In no event shall the Respondent/Vendor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the Respondent/Vendor was wrongfully terminated for cause, such termination shall be automatically converted to a termination for convenience and payment be made as provided under this Section.

- 5.18. Breach: Any breach of the Contract by Respondent/Vendor shall be governed by the Termination provision of the Contract. Additionally, in the event that the City of Shawnee incurs damages as a result of Respondent/Vendor's breach, the City of Shawnee may pursue recovery of such damages from Respondent/Vendor. The City of Shawnee further retains the right to seek specific performance of the Contract at any time as authorized by law. The City of Shawnee further retains the right to otherwise pursue any remedies available to the City of Shawnee as a result of the Respondent/Vendor's breach, including but not limited to administrative, contractual, or legal remedies. Termination for cause and convenience are governed by the Termination provision of the Contract
- 5.19. Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.
- 5.20. DHS Seal, Logo, And Flags: The Respondent/Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Respondent/Vendor shall include this provision in any subcontracts.
- 5.21. Compliance with Federal Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Respondent/Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- 5.22. No Obligation by the Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Respondent/Vendor, or any other party pertaining to any matter resulting from the Contract.
- 5.23. Program Fraud and False or Fraudulent Statements or Related Acts: The Respondent/Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Respondent/Vendor's actions pertaining to this contract.
- 5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Respondent/Vendors: If subcontracts are to be let, the prime Respondent/Vendor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area Respondent/Vendors are used when possible.
- 5.24.1. Any party to this contract must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area Respondent/Vendors are used when possible. These steps are also required for the hiring of any subcontractor under this contract.
- 5.24.2. Affirmative steps must include:
- 5.24.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.24.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.24.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

5.24.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5.24.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

5.25. Copyright and Data Rights: License and Delivery of Works Subject to Copyright and Data Rights – The Respondent/Vendor grants to the City of Shawnee, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Respondent/Vendor will identify such data and grant to the City of Shawnee or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Respondent/Vendor will deliver to the City of Shawnee data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Shawnee.

**Attachment A: Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the
Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$ 100,000 for each such failure.

The Respondent/Vendor, Mobile Modular Management Corporation, certifies or affirm the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent/Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Respondent/Vendor's Authorized Official

11/16/23
Date

Paul Godette Director Control Rg is
Name & title of Respondent/Vendor's Authorized Official

Attachment B: No Proposal Notification

The City of Shawnee is interested in receiving competitive pricing on all products and services. The City of Shawnee places significant value on quality vendors and desires to keep interested companies as vendors and suppliers of materials, equipment, and services. It is important for the City of Shawnee to determine the reasons that vendors do not respond to this contract item. The City of Shawnee will evaluate responses and attempt to determine if future changes are necessary in our specification development or procedures.

Vendor Name WILL NOT SUBMIT A RESPONSE

REASON FOR NO RESPONSE: *(Please place an X by one or more of the reasons listed below.)*

- ☐ Do not supply the requested product or service.
- ☐ Quantities offered or scope of project is TOO SMALL to be supplied by our company.
- ☐ Quantities offered or scope of project is TOO LARGE to be supplied by our company.
- ☐ Cannot proposal against MANUFACTURER on this item.
- ☐ Cannot proposal against RESELLER on this item.
- ☐ Specifications not clear enough to submit a response *(please explain)*.
- ☐ Time frame for proposal is too short *(please explain)*.
- ☐ Time frame to produce the product or service is too short.
- ☐ Other *(Please state the reasons.)* _____

FOR PURPOSES OF FUTURE SUBMITTALS, PLEASE INDICATE:

- ☐ My Company would like to remain on the vendor list.
- ☐ My Company **does not** want to remain on the vendor list.

Signature

Date

Address

CITY State Zip

Phone Number

Fax Number

Email Address

Attachment C – Addendum Acknowledgement Form

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No.: #1

Dated: 11/20/2023

Addendum No.:

Dated:

Addendum No.:

Dated:

Addendum No.:

Dated:

Addendum No.:

Dated:

Addendum No.:

Dated:

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL.

Acknowledgement: I certify that I have read and agree to the above terms and conditions and that I am authorized to sign for the Vendor/Respondent/Vendor.

Company Name: Mobile Modular Management Corporation

FEIN: 94-2579843

Authorized Signature: 

Date: 11/16/23

Printed Name: Paul Crabtree

Title: Director Central Region

Attachment D: Non-Collusion Affidavit of Vendor

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF Harris) SS. STATE
OF Texas)

AFFIDAVIT

I, Paul Crabtree / Mobile Modular Management Corp, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of (Respondent/Vendor's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. Paul Crabtree / Mobile Modular Management Corp (Respondent/Vendor's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, Respondent/Vendor, corporation subsidiary, parent, predecessor, or other entity affiliated with or related to Paul Crabtree / Mobile Modular Management Corp (Respondent/Vendor's Name) has been convicted of a
 - a. felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

[Signature] Paul Crabtree Director Control Region
(Officer or Agent)

Subscribed and sworn to before me this 16th day of November, 2023.

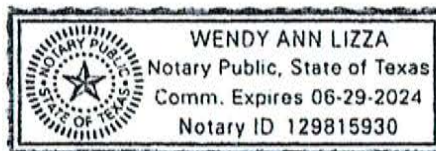
(SEAL)

10/29/2024

My Commission Expires

Wendy Ann Lizza

(Notary Public)



Attachment F: HOLD HARMLESS AGREEMENT

Mobile Modular Mergant Corp (Contractor) agrees to protect, defend, indemnify, save, and hold harmless City of Shawnee, its elected and appointed officials, departments, agencies, boards and commissions, its officers, agents servants, employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property to the extent caused by any act or omission of Contractor, its agents, servants, employees, and subcontractors, or any and all costs, expense and/or attorney fees incurred as a result of any claim, demands, and/or causes of action that results under the performance or non-performance of this contract.

Mobile Modular Mergant Corp (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit, as described in the paragraph above, at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

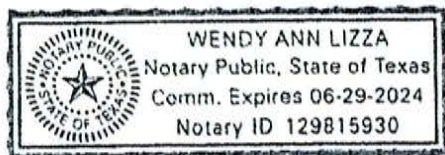


Paul Craftree
Denton Central Region

SIGNED, this 16th day of July, 2023

WITNESSES:

Wendy Lizza





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2023

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 SullivanCurtisMonroe Insurance Services (LA) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670		CONTACT NAME: PHONE (A/C, No, Ext): 949-250-7172 FAX (A/C, No): 949-852-9762 E-MAIL ADDRESS:	
INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company 19682 INSURER B: National Union Fire Ins Co Pittsburgh PA 19445 INSURER C: Bridgeway Insurance Company 12489 INSURER D: AGCS Marine Insurance Company 22837 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 77155685

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	72CESOF7559 Ded. \$25,000	4/30/2023	4/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	5425651 HAPD - \$100K limit Comp&Coll Ded:\$250	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Florida PIP - Total Agg \$10,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒	☒	8EA7XL0002307 - \$2M Limit SEE ATTACHED	4/30/2023	4/30/2024	EACH OCCURRENCE \$50,000,000 AGGREGATE \$50,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☒	☒	WC015852320 (CA) WC015852321 (AOS)	3/1/2023 3/1/2023	3/1/2024 3/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Tenant Liability			MXI93076389	4/30/2023	4/30/2024	\$1,000,000 Limit / \$100,000 Deductible

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

City of Shawnee, its elected and appointed officials, agents, directors, employees and volunteers are named as additional insured per attached form. Coverage is primary and non-contributory per attached form. Umbrella follows form. Waiver of Subrogation applies per attached form. 30 day notice of cancellation applies per attached form.

CERTIFICATE HOLDER

CANCELLATION

City of Shawnee
Attn: City Manager's Office
16 West 9th Street
Shawnee OK 74801

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

Gohar Petiryan

Gohar Petiryan

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

ACORD

SullivanCurtisMonroe Insurance Services (LA)

POLICY NUMBER

PRIOR

NAIC CODE

NAMED INSURED

McGrath RentCorp
DBA: Mobile Modular Management Corporation
5700 Las Positas Road
Livermore CA 94551

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: City of Shawnee Attn: City Manager's Office

ADDRESS: 16 West 9th Street Shawnee OK 74801

Named Insured Continued:

Mobile Modular Management Corporation

DBA: Kitchens To Go by Mobile Modular

DBA: Mobile Modular Portable Storage

DBA: Mobile Facilities, Inc.

McGrath 180, LLC

Vesta Housing Solutions LLC DBA: Vesta Modular



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

Y IvanCurtisMonroe Insurance Services (LA)		NAMED INSURED McGrath RentCorp DBA: Mobile Modular Management Corporation 5700 Las Positas Road Livermore CA 94551
NUMBER		
IR	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

1 NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

DER: City of Shawnee Attn: City Manager's Office

ESS: 16 West 9th Street Shawnee OK 74801

Excess Liability Carriers Continued:

ridgeway Insurance Company NAIC#12489
Policy#8EA7XL000230700 Eff. 4/30/2023 - 4/30/2024 \$2M Limit
Westchester Surplus Lines Insurance Company NAIC10172
Policy#G47403479001 Eff. 4/30/2023 - 4/30/2024 \$3M Limit
Leadfast Insurance Company NAIC#26387
Policy#AEC417431903 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Columbia Casualty Company NAIC #31127
Policy#7037149355 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Landmark American Insurance Company NAIC#33138
Policy#LHA102231 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Onesite Insurance Company NAIC#17221
Policy#CXSL13700970602 Eff. 4/30/2023 - 4/30/2024 \$5M Limit
Spenn American Insurance Company NAIC#43460
Policy#CX00CAG23 Eff. 4/30/2023 - 4/30/2024 \$20M Limit
Endurance American Specialty Insurance Company NAIC#41718
Policy#ELD30001663603 Eff. 4/30/2023 - 4/30/2024 \$5M Limit

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision

Any and All Locations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision	Any and All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

- (3) Any manager, if you or the additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;
- (5) Any trustee, if you or the additional insured is a trust; or
- (6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium

computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

POLICY NUMBER: 72CESOF7559

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any and all additional insureds required by written contract or written agreement or required by a permit issued by a state or political subdivision

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or Countersignature (in States Where Applicable)

87950 (10/05)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

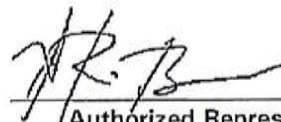
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

74445 (10/99)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

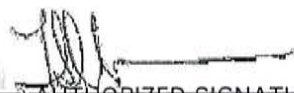
Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

62897 (6/95)



AUTHORIZED SIGNATURE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2023 forms a part of

Policy No. 5425651 issued to

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL

TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

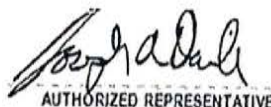
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)


AUTHORIZED REPRESENTATIVE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 03/01/2023

forms a part of Policy No. WC015852321 (AOS)

Issued to McGrath RentCorp
DBA: Mobile Modular Management Corporation

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

Excess Insurance Policy



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

ENDORSEMENT NO. 16

Named Insured: McGrath RentCorp
DBA: Mobile Modular Management Corporation
Policy Number: 8EA7XL0002307 - \$2M Limit
Effective Date: 04/30/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

In the event of any payment under this policy for a "loss" for which you have waived the right of recovery in a written contract entered into prior to the "loss", we hereby agree to also waive our right of recovery. This waiver shall only apply with respect to a "loss" occurring due to operations undertaken as per the specific contract in which you waived the right of recovery.

This endorsement does not change any other provision of the policy.



231-XS (Ed. 01 13)

Excess Insurance Policy**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "Insurer")

Named Insured: McGrath RentCorp
DBA: Mobile Modular Management Corporation
Policy Number: 8EA7XL0002307 - \$2M Limit
Effective Date: 04/30/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – PRIMARY AND NON-CONTRIBUTORY**Other Insurance Amendment – Primary and Non-Contributory**

Paragraph **F. Other Insurance** under Section **V. CONDITIONS** of our policy is deleted and replaced with the following:

F. Other Insurance

If other insurance applies to a "loss" that is also covered by this policy, this policy will apply excess of such other insurance. Nothing herein will be construed to make this policy subject to the definitions, terms, conditions and exclusions of such other insurance. However:

1. This provision will not apply if the other insurance is specifically written to be excess of this policy.
2. If a written contract requires that this insurance be primary and non-contributory with respect to an additional insured covered by this insurance, we will not seek contribution from any other insurance where that additional insured is a Named Insured under such other insurance.

This endorsement does not change any other provision of the policy.

LEASE



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
City Of Shawnee ("Lessee") 16 West 9th Street Shawnee, OK 74801 Danny Vise Phone #: 405-878-1607	Danny Vise 2202 North Airport Drive Shawnee, OK 74804 Cell: 405-878-1607	Mobile Modular Management Corporation ("Lessor") Questions? Contact: Megan Poore megan.poore@mobilemodular.com Direct Phone: 1 (469) 507-3332

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)	1	\$1,500.00	\$1,500.00	N
Filter Replacement Program (Optional)	2	\$27.00	\$54.00	N
Equipment and Accessories Monthly Subtotal:			\$1,554.00	

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)				
Delivery	2	\$3,325.00	\$6,650.00	N
Block and Level Building	1	\$6,000.00	\$6,000.00	N
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Installation, Ramp Custom Plan (Build ADA Compliant Treated Wood: Three 8'x 8' Decks, One 5'x5' Steps, and Two 5'x30' Ramps.)	1	\$18,612.00	\$18,612.00	N
Delivery Haulage Fuel	2	\$500.00	\$1,000.00	N
Skirting, Install	176	\$23.00	\$4,048.00	N
Modifications			\$13,842.00	
Charges Upon Delivery Subtotal:			\$50,302.00	

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)				
Return	2	\$3,325.00	\$6,650.00	N
Prepare Equipment For Removal	1	\$6,000.00	\$6,000.00	N
Cleaning Fee	2	\$450.00	\$900.00	N
Return Haulage Fuel	2	\$500.00	\$1,000.00	N
Skirting, Removal	176	\$5.00	\$880.00	N
Estimated Charges Upon Return Subtotal:			\$15,430.00	



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Total Estimated Charges

Subtotal of Monthly Rent	\$1,554.00
Personal Property Expense	\$105.10
Taxes on Monthly Charges	\$0.00
Total Charges per Month (including tax)	\$1,659.10
Charges Upon Delivery (including tax)	\$50,302.00
Estimated Charges Upon Return (including tax)	\$15,430.00
Estimated Initial Invoice	\$51,961.10



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Special Notes



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear). New VCT is available for an additional charge.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance. Customer is responsible for removal of decks and ramps at end of lease.

HVAC Filter Replacement Program: Customer has selected the HVAC Filter Replacement Program. This service is incidental to the Lease of the Equipment and not included with any limited warranties. The additional charge for this service is included in the monthly rental rate reflected above. For this additional monthly charge, MMMC will mail three (3) HVAC filters on a quarterly basis. Customer shall be solely responsible for installation of the filters each month.



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Customer shall be responsible for charges that may result if Customer fails to properly replace HVAC filters on a monthly basis.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Classroom, 24x64 TX (Item1072W)	1	\$75,600.00



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:
Mobile Modular Management Corporation
a division of McGrath RentCorp

LESSEE:
City Of Shawnee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mcgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.

10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.

11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

(a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENCE OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- (b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022

USED SALE



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

Buyer Name and Billing Address

Site Information

Seller Name

City Of Shawnee ("Buyer")
16 West 9th Street
Shawnee, OK 74801
Danny Vise
Phone #: 405-878-1607

Danny Vise
2202 North Airport Drive
Shawnee, OK 74804
Cell: 405-878-1607

Mobile Modular Management Corporation
("Seller")

Questions?

Contact: Megan Poore
megan.poore@mobilemodular.com
Direct Phone: 1 (469) 507-3332

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom. Two restrooms. Size excludes 4' wbar.)	1		\$105,301.00	N

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom. Two restrooms. Size excludes 4' wbar.)				
Delivery	2	\$3,325.00	\$6,650.00	N
Block and Level Building	1	\$6,000.00	\$6,000.00	N
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Installation, Ramp Custom Plan (Build ADA Compliant Treated Wood: Three 8'x8' Decks, One 5'x5' Steps, and Two 5'x30' Ramps.)	1	\$18,612.00	\$18,612.00	N
Delivery Haulage Fuel	2	\$500.00	\$1,000.00	N
Skirting, Install	176	\$23.00	\$4,048.00	N

Total Estimated Charges			
	Subtotal		\$141,761.00
	Taxes		\$0.00
	Total Charges (including tax)		\$141,761.00

Special Notes

Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear). New VCT is available for an additional charge.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
Mobile Modular Management Corporation
a division of McGrath RentCorp

BUYER:
City Of Shawnee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto ("**Equipment**") on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a "**Sale**") of the Equipment specified in the Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "**Purchase Price**") is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the "**Site**"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
6. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
7. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409021
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

8. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. TERMINATION FOLLOWING BREACH.

In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. GOVERNING LAW.

Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. SELLER'S EXPENSES.

Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. LICENSE AND TRANSFER FEE(S).

If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. COMPLIANCE WITH LAW.

Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

15. FEDERAL CONTRACTOR.

As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

16. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by

an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev12/12/16

NEW SALE



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

Buyer Name and Billing Address	Site Information	Seller Name
City Of Shawnee ("Buyer") 16 West 9th Street Shawnee, OK 74801 Danny Vise Phone #: 405-878-1607	Danny Vise 2202 North Airport Drive Shawnee, OK 74804 Cell: 405-878-1607	Mobile Modular Management Corporation ("Seller") Questions? Contact: Megan Poore megan.poore@mobilemodular.com Direct Phone: 1 (469) 507-3332

Equipment and Accessories	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x64 TX (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)	1		\$141,135.00	N

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (NonStd) (Non-Standard Configuration. Size excludes 4' towbar.)				
Delivery	2	\$3,325.00	\$6,650.00	N
Block and Level Building	1	\$6,000.00	\$6,000.00	N
Installation, Ramp Custom Plan (Build ADA Compliant Treated Wood: Three 8'x 8' Decks, One 5'x5' Steps, and Two 5'x30' Ramps.)	1	\$18,612.00	\$18,612.00	N
Delivery Haulage Fuel	2	\$91.00	\$182.00	N
Skirting, Install	176	\$23.00	\$4,048.00	N

Total Estimated Charges	
Subtotal	\$176,627.00
Taxes	\$0.00
Total Charges (including tax)	\$176,627.00

Special Notes

Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear). New VCT is available for an additional charge.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up, any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information

- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:
Mobile Modular Management Corporation
a division of McGrath RentCorp

BUYER:
City Of Shawnee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto ("Equipment") on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a "Sale") of the Equipment specified in the Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "Purchase Price") is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
6. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
7. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

8. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. **TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. **GOVERNING LAW.** Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. **LICENSE AND TRANSFER FEE(S).** If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

15. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

16. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

Quote #	Q-409059
Date of Quote	11/16/2023
Quote Expiration Date:	12/16/2023
Estimate Del Date	11/14/2023
Buyer PO#:	

an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev12/12/16



a Division of McGrath Rentcorp
 Corporate Address:
 5700 Las Positas Road
 Livermore, CA 94551
 www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Lessee Name and Billing Address	Site Information	Lessor Name
City Of Shawnee ("Lessee") 16 West 9th Street Shawnee, OK 74801 Danny Vise Phone #: 405-878-1607	Danny Vise 2202 North Airport Drive Shawnee, OK 74804 Cell: 405-878-1607	Mobile Modular Management Corporation ("Lessor") Questions? Contact: Megan Poore megan.poore@mobilemodular.com Direct Phone: 1 (469) 507-3332

Equipment and Accessories	Qty	Monthly Rent	Extended Rent	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)	1	\$1,500.00	\$1,500.00	N
Filter Replacement Program (Optional)	2	\$27.00	\$54.00	N
Equipment and Accessories Monthly Subtotal:				\$1,554.00

Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)				
Delivery	2	\$3,325.00	\$6,650.00	N
Block and Level Building	1	\$6,000.00	\$6,000.00	N
Essential Material Handling Fee	2	\$75.00	\$150.00	N
Installation, Ramp Custom Plan (Build ADA Compliant Treated Wood: Three 8'x 8' Decks, One 5'x5' Steps, and Two 5'x30' Ramps.)	1	\$18,612.00	\$18,612.00	N
Delivery Haulage Fuel	2	\$500.00	\$1,000.00	N
Skirting, Install	176	\$23.00	\$4,048.00	N
Modifications			\$13,842.00	
Charges Upon Delivery Subtotal:				\$50,302.00

Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 24x64 TX (Item1072W) (Double Classroom.Two restrooms.Size excludes 4' towbar.)				
Return	2	\$3,325.00	\$6,650.00	N
Prepare Equipment For Removal	1	\$6,000.00	\$6,000.00	N
Cleaning Fee	2	\$450.00	\$900.00	N
Return Haulage Fuel	2	\$500.00	\$1,000.00	N
Skirting, Removal	176	\$5.00	\$880.00	N
Estimated Charges Upon Return Subtotal:				\$15,430.00



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Total Estimated Charges

Subtotal of Monthly Rent	\$1,554.00
Personal Property Expense	\$105.10
Taxes on Monthly Charges	\$0.00
<u>Total Charges per Month (including tax)</u>	<u>\$1,659.10</u>
Charges Upon Delivery (including tax)	\$50,302.00
Estimated Charges Upon Return (including tax)	\$15,430.00
Estimated Initial Invoice	\$51,961.10



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Special Notes



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Flooring (VCT): This building ships standard with used VCT in good condition. VCT may have some discoloration or wear). New VCT is available for an additional charge.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.

Tie-downs: Quantity and price may vary based on seismic source factor and site conditions. Patch and repair of site after removal is not included and is the responsibility of the Customer. Alternative non-penetrating seismic system is available for an additional charge. Wet-stamped engineering available for an additional charge.

Product Availability: Product availability and delivery date are subject to product availability upon receipt of signed Agreement and/or credit approval.

General: Customer's site must be dry, compacted, level and accessible by normal truck delivery. Pricing does not include any clearing or grading of sites, obstruction removal, site or final building clean up , any asphalt transitions, dolly, crane, forklift, electrical or plumbing connections, window coverings, furniture, casework, appliances, doorstops, phone or data lines, gutters, downspouts or tie-in, temporary power, temporary fencing, traffic control, flagmen, soil and/or pull test, custom engineering, fees associated with inspections, city or county submittals and/or use permits, security screens, door bars and any item not specifically listed as being included.

Skirting: Skirting installation & removal is not included unless otherwise noted. When included, it is non-structural, non-fire rated and cosmetic only. Skirting pricing assumes a level site.

Skirting Finish Floor Height: Skirting prices are based on 32" Finished Floor Height.

Used building rental: Quotation is for a used or refurbished modular building. There may be variations in wall paneling, flooring, or other exterior and interior finishes. Dimensions are nominal unless otherwise stated.

Quote Based on Mobile Modular Standard Unit: Does not include permits, utility hook ups, site work, office equipment, furniture, coffee/water service, cleaning service, phone/internet service. Quote only includes items specifically listed on quote. If additional equipment is needed to set building, there will be an additional cost.

Customer Dumpster Responsibility: Customer is responsible for supplying a dumpster for debris removal for the installation and/or dismantle of the modular building(s).

Buildings containing a restroom(s): Restrooms are not self-contained. Manifolds are not included and must be assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Final cost determined after acceptance for ADA Compliance. Customer is responsible for removal of decks and ramps at end of lease.

HVAC Filter Replacement Program: Customer has selected the HVAC Filter Replacement Program. This service is incidental to the Lease of the Equipment and not included with any limited warranties. The additional charge for this service is included in the monthly rental rate reflected above. For this additional monthly charge, MMMC will mail three (3) HVAC filters on a quarterly basis. Customer shall be solely responsible for installation of the filters each month.



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

Customer shall be responsible for charges that may result if Customer fails to properly replace HVAC filters on a monthly basis.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Delivery Date: Delivery date will not be confirmed until Mobile Modular receives and approves the signed Agreement and all credit conditions have been met.

Delivery of Equipment: Customer is responsible for selecting a suitable site and directing Mobile Modular on exact placement/orientation of the Equipment. Customer shall physically mark the site/pad to indicate corner locations for Equipment placement.

Additional Information

- Quote is valid for 30 days.
- Lessee's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Lessee. Unless noted, prices do not include permits, ramp removal, stairs, foundation systems, foundation system removal, temporary power, skirting, skirting removal, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- For lease transactions, Lessor reserves the right to substitute equal or better equipment prior to delivery without notice.
- This transaction is subject to prior credit approval. Security deposit and payment in advance may be required.
- **Sales Tax will be calculated based on the tax rate at the time of invoicing.**
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**

Estimated Equipment Value

The Estimated Equipment Value is listed below. Lessee is solely responsible for complying with all insurance requirements set forth in the Lease Terms and Conditions attached hereto.

Equipment Description	Qty	Estimated Equipment Value (each)
Classroom, 24x64 TX (Item1072W)	1	\$75,600.00



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

This Lease Quotation and Agreement is entered into by and between Lessor and Lessee effective as of the date signed by Lessee. This Lease Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Lease Terms and Conditions** attached hereto; and
2. **Supplemental Lease Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

IN THE EVENT THE LESSOR AND LESSEE HAVE ENTERED INTO A MASTER LEASE AGREEMENT, THE TERMS OF SUCH MASTER LEASE AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, ARE DEEMED A PART OF THIS AGREEMENT, AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN THIS AGREEMENT.

By signing below, Lessee: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Lessor to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Lessor shall generate a Lease Agreement Number, which shall be referenced on all Lessor invoices.

No document provided by Lessee, including, without limitation, Lessee's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Lessee Forms**"), nor the terms and conditions associated with such Lessee Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement (or the Master Lease Agreement, as applicable) even if such Lessee Forms are signed by an agent or representative of Lessor. The terms and conditions of this Agreement (or the Master Lease Agreement, as applicable) shall prevail over any Lessee Forms, and any inconsistent or additional terms and conditions in Lessee Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

LESSOR:

Mobile Modular Management Corporation
a division of McGrath RentCorp

LESSEE:

City Of Shawnee

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

LEASE TERMS AND CONDITIONS

- LEASE.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the Equipment (as defined below). The lease of any Equipment is governed by the terms of this Agreement. The Equipment is and shall remain the personal property of Seller.
- TERMS.** All capitalized terms used and not otherwise defined herein, will have the meanings set forth in this Agreement. As used in this Agreement, the following definitions shall apply: "Accessories" shall mean any additions, attachments, or accessories to the modular buildings, or ancillary services, provided by Lessor to Lessee and identified in this Agreement; "Equipment" shall mean the modular buildings, Accessories, and/or Services identified in this Agreement, together with any replacements, repairs, additions, attachments or accessories hereafter rented to Lessee under this Agreement.
- PAYMENTS AND PRICE ADJUSTMENTS.** Lessee agrees to pay to Lessor each payment specified herein on a net invoice basis. Payment terms are net due upon receipt unless otherwise agreed upon in writing. All payments due from Lessee pursuant to this Agreement shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. Prices will be increased by Lessor for unknown circumstances or conditions, including, but not limited to, driver waiting time, special transport permits, difficult site conditions and/or increases in fuel prices.
- LEASE TERM; EARLY TERMINATION.** The Lease Term and Monthly Rent, each of which are specified in this Agreement, shall commence on the date the Equipment is delivered to the Site (the "Start Rent Date"), unless a different date is mutually agreed upon in writing, and shall continue thereafter for the number of months specified in this Agreement as the Lease Term. Lessee agrees to pay the Total Charges per Month specified in this Agreement (as may be adjusted pursuant to Section 5 below) for each month during the Lease Term and any extensions thereof. A month is defined as thirty (30) calendar days; rent will be billed monthly unless otherwise specified in this Agreement (but rent shall be due and owing even in the absence of actual receipt by Lessee of an invoice or bill). In the event that Lessee terminates this Agreement prior to the expiration of the Lease Term, Lessor shall be entitled to charge an early termination fee, even if such termination occurs prior to delivery of the Equipment. Such fee shall be determined by Lessor, in its sole discretion, following the receipt of the termination request. Such early termination fee may include, but shall not be limited to, charges related to the preparation of the Equipment for delivery and/or the rental value of this Agreement. In no event shall any such early termination fee exceed the total value of this Agreement. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. If Lessee delays delivery of the Equipment for any reason for thirty (30) days or longer from the original delivery date mutually agreed upon between both parties, Lessor may, in Lessor's sole discretion, charge Lessee a monthly storage fee equal to the Monthly Rent starting on the original delivery date, and/or terminate this Agreement, subject to the early termination provisions set forth above.
- EXTENSION OF LEASE TERM.** Upon expiration of the initial Lease Term set forth in this Agreement, the lease of the Equipment shall automatically be extended on a month-to-month basis until the Equipment is returned to Lessor. This Agreement does not expire and the terms and conditions hereof shall remain in full force and effect for any extension of the Lease Term, unless otherwise agreed upon by Lessor and Lessee in writing. Lessor may periodically revise the Total Charges per Month from those reflected in this Agreement if the lease of the Equipment is extended beyond the initial Lease Term. If the lease of the Equipment is extended beyond the initial Lease Term, Lessor may revise the charges for the Charges Upon Return from those specified in this Agreement to reflect Lessor's then-current market rates for such services.
- PREPARATION FOR REMOVAL OF THE EQUIPMENT.** Prior to the scheduled removal of the Equipment, Lessee shall, at a minimum: (a) provide clear access to the Equipment for Lessor to dismantle and remove the Equipment from the Site by industry-standard trucking methods; (b) disconnect all utilities; (c) remove all personal property of Lessee's from the Equipment; and (d) in the case of Equipment that includes plumbing, flush the plumbing lines clean and ensure that no foreign matter remains in any fixtures. Plumbing must be properly disconnected by Lessee at its sole cost and expense. Lessee will be responsible for costs of repair required by improper plumbing disconnection to the extent that the Equipment is damaged. Any components, parts or accessories supplied by Lessor must be returned with the Equipment. In the event that Lessee fails to meet the requirements herein, additional charges may be incurred by Lessee for additional labor, waiting time, or dry-runs in the event that Lessor is unable to return the Equipment as scheduled.
- RETURN OF EQUIPMENT.** Lessee must provide a minimum of thirty (30) days prior, written notice to Lessor when requesting to return the Equipment. Lessee is responsible for complying with the requirements set forth in the "Preparation for Removal of the Equipment" section of these Lease Terms and Conditions. Unless otherwise agreed upon by Lessor in writing, Lessee shall continue to be responsible for payment of the Total Charges per Month set forth in this Agreement (as may be adjusted pursuant to Section 5 hereto) until return of the Equipment to Lessor is completed. The Total Charges per Month will be prorated in one-half (1/2) month increments only. If the Equipment is returned within the first fifteen (15) days of the billing period, Lessee shall be responsible for paying half of the Total Charges per Month; if Equipment is returned between the sixteenth (16th) and thirtieth (30th) days of the billing period, Lessee shall be responsible for paying the entire amount of the Total Charges per Month. The charges reflected in this Agreement for Charges Upon Return will be adjusted for any Lease Term longer than twelve (12) months or if the Lease is extended beyond the initial Lease Term, pursuant to Section 5.
- WARRANTIES; DISCLAIMER.** Lessor warrants to Lessee that the Equipment, when delivered and set up and under normal use and regular service and maintenance by Lessee, shall be free from major defects in materials and workmanship that prevent any normal use and operation. Accessories supplied by Lessor pursuant to this Agreement but not owned by Lessor shall not be subject to the foregoing warranty, but shall carry the applicable warranty of the Accessory owner, which Lessor hereby assigns to Lessee to the extent transferable. Lessor's liability under this warranty shall be limited to the replacement or repair of the defective Equipment (during Lessor's normal working hours), at Lessor's option; provided, however, that Lessee shall provide written notice of any failure or defect to Lessor within four (4) days after discovery, and within the applicable warranty period, and failure to provide such notice in a timely manner may result in a limitation of this warranty at Lessor's sole option. If Lessee does not grant clear, unobstructed access for any such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates. This warranty does not



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

extend to any Equipment subjected to improper application, damaged by accident or abuse, or repaired or altered outside of Lessor's facilities without prior written authorization from Lessor. **THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE LESSOR'S SOLE AND EXCLUSIVE WARRANTIES WITH RESPECT TO THE EQUIPMENT AND SERVICES, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES, PROMISES, AFFIRMATION OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, WHICH MAY BE DEEMED APPLICABLE TO THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR AS TO TITLE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, ALL EQUIPMENT AND SERVICES ARE BEING PROVIDED "AS IS", "WHERE IS, WITH ALL FAULTS". LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, THERETO. LESSEE HAS SELECTED ALL EQUIPMENT FOR LESSEE'S INTENDED USE AND RECOGNIZES THAT LESSOR IS NOT A DESIGNER OR MANUFACTURER OF ANY EQUIPMENT.**

9. **TAXES.** Lessee agrees to be responsible for all charges, fees and taxes (local, state and federal) levied or assessed upon Lessee or Lessor relating to the ownership, leasing, rental, sale, possession, use or operation of the Equipment (including, without limitation, sales, use and personal property taxes); provided, however, that the foregoing obligation shall not apply to any local, state or federal income tax assessed against the Lessor as a result of this Agreement which shall continue to be the obligation of Lessor. Lessee shall pay all such taxes for which it is responsible to the appropriate taxing authorities or, if directed or invoiced by Lessor, pay such amounts to Lessor for remittance by Lessor to the appropriate taxing authorities.
10. **LOSS OR DAMAGE.** Upon delivery and until the Equipment is removed from the Site by Lessor or its authorized agent, Lessee assumes all risk of loss or damage to the Equipment. Should any Equipment damaged be capable of repair, the Equipment shall be repaired and restored to its condition existing prior to such damage, at Lessee's sole cost and expense. In the event any of the Equipment is damaged beyond repair or is lost, stolen or wholly destroyed, this Agreement shall cease and terminate as to such Equipment as of the date of the event, accident or occurrence causing such loss or destruction, and Lessee shall pay Lessor within forty-five (45) days thereafter, an amount equal to the full replacement value of the Equipment, which payment obligation shall survive the termination of this Agreement.
11. **INSURANCE.** Lessee shall procure and maintain, at its sole expense (including all premiums, deductibles and self-insured retentions), (i) property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof (and with a deductible no higher than \$25,000), naming Lessor as loss payee of the proceeds, and (ii) commercial general liability insurance (minimum of \$1,000,000 per occurrence and \$2,000,000 in the aggregate) (and with a deductible no higher than \$25,000), naming Lessor and its designees as additional named insureds. Lessee's insurance shall be primary and non-contributory to any insurance maintained by Lessor or any other additional insureds or additional named insureds. The liability insurance policy shall contain coverage for all contractual indemnity obligations of Lessee set forth in this Agreement, cross-liability and waiver of subrogation provisions in favor of Lessor and any other additional insureds. All evidence of all required insurance shall be in a form reasonably acceptable to Lessor and with a company having an A.M. Best rating of A- (VII) or better, and shall not be subject to cancellation without thirty (30) days' prior written notice to Lessor. Lessee shall provide to Lessor insurance certificates and endorsements (including without limitation, additional insured and loss payee endorsements) evidencing compliance with the insurance requirements of this Agreement (including without limitation, the deductible amounts and waiver of subrogation) prior to delivery of the Equipment and shall maintain all required insurance coverage until the Equipment is returned to Lessee. Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.
12. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**
- (a) **LESSEE ON BEHALF OF ITSELF, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, SUBCONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH, A "LESSEE PARTY," AND COLLECTIVELY, THE "LESSEE PARTIES") SHALL INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS LESSOR, ITS SUCCESSORS, ASSIGNS, PARENTS, SUBSIDIARIES, VENDORS, CONTRACTORS, AND AFFILIATES, AND THEIR RESPECTIVE REPRESENTATIVES, DIRECTORS, OFFICERS, MANAGERS, VENDORS, MEMBERS, SHAREHOLDERS, PARTNERS, CONTRACTORS, EMPLOYEES, AGENTS, AND ASSIGNS (EACH A "LESSOR INDEMNIFIED PARTY," AND COLLECTIVELY, THE "LESSOR INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, FEES, COSTS, EXPENSES, CLAIMS, LIABILITIES, DAMAGES, PENALTIES, FINES, FORFEITURES, AND SUITS (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEYS' FEES, ENVIRONMENTAL CONSULTANTS AND EXPERT WITNESS FEES AT TRIAL AND ON APPEAL) (COLLECTIVELY, "LOSSES") RELATING TO, ARISING OUT OF OR IN CONNECTION WITH: (1) ANY BREACH OR NON-FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY LESSEE PURSUANT TO THIS AGREEMENT, OR ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS OF LESSEE SET FORTH IN THIS AGREEMENT; (2) THE OCCURRENCE OF ANY EVENT SET FORTH IN SECTION 13; (3) THE SELECTION, USE, POSSESSION, DELIVERY, RENTING, LEASING, SUBLEASING, OPERATION, TRANSPORT, MAINTENANCE, CONDITION, REPAIR, REPLACEMENT, REPOSSESSION, RETURN OR STORAGE OF ANY EQUIPMENT OR ANY SERVICES; (4) ANY FAILURE BY ANY LESSEE PARTY TO COMPLY WITH ANY APPLICABLE LAW IN CONNECTION WITH ANY EQUIPMENT OR THE SERVICES OR THIS AGREEMENT; (5) ANY DEATH OR BODILY INJURY TO ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO WHICH THE ACTS OR OMISSIONS OF A LESSEE PARTY CONTRIBUTED; OR (6) ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF ANY LESSEE PARTY FOR ANY ACTION RELATED TO OR ANY USE OF ANY EQUIPMENT. THIS INDEMNITY SHALL APPLY EVEN IF SAID LOSSES ARE OCCASIONED, BROUGHT ABOUT OR CAUSED BY THE CONCURRENT NEGLIGENCE OF ANY LESSOR INDEMNIFIED PARTY, UNLESS A COURT OF COMPETENT JURISDICTION SHOULD DETERMINE THAT THE LOSSES WERE PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL ACTS OR OMISSIONS OF A LESSOR INDEMNIFIED PARTY. IF THE FOREGOING**



a Division of McGrath Rentcorp
Corporate Address:
5700 Las Positas Road
Livermore, CA 94551
www.mgrc.com

Lease Quotation and Agreement

Quote #	Q-408684
Date of Quote	11/14/2023
Quote Expiration Date:	12/14/2023
Lease Term:	24 Months
Estimate Del Date:	11/13/2023
Lessee PO#:	

OBLIGATIONS ARE NOT ENFORCEABLE AGAINST LESSEE UNDER APPLICABLE LAW, LESSEE AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS LESSOR INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, TO THE EXTENT OF THE ACTS OR OMISSIONS OF THE LESSEE PARTIES' NEGLIGENT OR WORSE CONDUCT. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- (b) TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, LESSOR'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF RENTAL FEES AND ALL OTHER AMOUNTS PAID BY LESSEE AND RECEIVED BY LESSOR UNDER THIS AGREEMENT FOR THE EQUIPMENT AND/OR SERVICES, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

13. **EVENTS OF DEFAULT; REMEDIES.** Each of the following shall constitute an "Event of Default": (1) failure by Lessee to make any payment within ten (10) days after its due date; (2) failure by Lessee to perform any other obligation under this Agreement, and the continuance of such default for ten (10) days after written notice thereof by Lessor to Lessee; (3) any material misrepresentation or false statement of fact by Lessee; (4) the loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment; or (5) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or the commencement of any bankruptcy proceedings by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value of the Equipment hereof. Upon the occurrence of any Event of Default, Lessor may, without notice, exercise one or more of the following remedies: (1) declare all unpaid payments under this Agreement to be immediately due and payable; (2) terminate this Agreement as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability to Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of this Agreement or to recover damages for the breach hereof, including attorneys' fees and any other expenses paid or incurred by Lessor in connection with the repossession of the Equipment; (6) apply the security deposit specified in this Agreement ("Security Deposit") to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of this Agreement and to indemnify Lessor against any damages sustained by Lessor; and/or (7) recover the replacement cost of any Equipment which Lessor is unable to repossess.. Lessor's waiver of any Event of Default shall not constitute a waiver of any other Event of Default or of any term or condition of this Agreement. No right or remedy referred to herein is intended to be exclusive and each may be exercised concurrently or separately and from time to time. In the event of repossession, Lessee waives any bond posting requirement.

Lease Terms and Conditions, Rev. 07/01/2022



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

Date: December 18, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a contract with Meshek & Associates, LLC for the Right-of-Way Acquisition Services for the 45th Street Widening: Phase 1, Project Number 24-0810-01.

Background: This item is to formally request approval for the engagement of a right-of-way (ROW) acquisition service provider in connection with Phase 1 of the proposed widening of 45th Street. In accordance with federal regulations (49 CFR), it is imperative that the City of Shawnee secure the services of a qualified provider to facilitate both residential and commercial relocation services for the 45th Street project.

After careful consideration, the City's Engineering Department recommends contracting with Meshek & Associates, LLC for this critical phase of the project. City staff have had positive experiences working with Meshek in the past, and staff believe the firm's expertise aligns seamlessly with the requirements of the 45th Street Widening Project. The cost of the proposed contract with Meshek & Associates, LLC is not to exceed \$181,300, and the scope of work includes the following services:

1. ROW Staking & Appraisal
2. Project Management
3. Relocation & ROW Acquisition Management
4. Title Investigation Report

The selection of Meshek & Associates, LLC is based on their proven track record and familiarity with the City's organizational processes. City staff are confident in the firm's ability to navigate the complexity of this project and effectively manage the required relocations.

City staff respectfully request City Commission approval of this recommendation and authorization for the City Manager to contract with Meshek & Associates, LLC for the specified services.

Financial Impact: \$181,300 funding through 2018 Capital Improvement Fund, Streets, Capital Outlay-Bldgs & Improvement, 303-5-0920-54200 ; Project No. 24-0810-01 - 45th Street Widening (Phase I)

Attachments: Contract

Staff Recommendation: Approval of the item



SERVICE AGREEMENT BETWEEN OWNER AND CONSULTANT

OWNER INFORMATION:

Owner name: City of Shawnee
Address: 222 N. Broadway Ave.
City: Shawnee State: Oklahoma Zip: 74801
Contact: Seth Barkhimer
Telephone: 405-878-1506 Fax: N/A Email: Seth.Barkhimer@shawneeok.org

Nature of Owner:

☐ Individual/Sole Proprietorship ☐ Corporation ☐ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☒ Other: City

State of formation (if an entity) or residence (if an individual): Oklahoma

Tax ID/SSN: _____

CONSULTANT INFORMATION:

Consultant (company) name: Meshek & Associates, LLC
Address 1437 South Boulder Avenue, Suite 1550
City: Tulsa State: OK Zip: 74119
Contact: Gretchin Fisher Title: ROW Project Manager
Telephone: 918-392-5620 Fax: 918-392-5621 Email: gfisher@meshekengr.com

Nature of Consultant:

☐ Individual/Sole Proprietorship ☐ Corporation ☒ Limited Liability Company ☐ Limited Partnership ☐ Partnership ☐ Other: _____

State of formation (if an entity) or residence (if an individual): Oklahoma

Tax ID/SSN: 73-1322397

All invoices must be addressed and delivered to "Attn: Accounts Payable" at the appropriate address.

TERM/TERMINATION:

THIS IS AN AGREEMENT effective as of 11/08/2023 – 11/08/2024 (“Effective Date”) between
City of Shawnee (“Owner”) and
Meshek & Associates, LLC (“Consultant”).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:

45th Street Widening Phase 1: Burning Wood Drive to West of N. Union Avenue

Consultant's Services under this Agreement are generally identified as follows:

Project Management; Acquisition, Relocation, Title Research, Appraisal, Staking

AGREEMENT:

Owner and Consultant further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Consultant shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above and in Exhibit “A”, any additional work agreed upon shall be approved in writing. Owner shall pay Consultant for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Consultant shall complete its services within a reasonable time.

2.01 Payment Procedures

A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a milestone basis. Invoices are due and payable within 30 days of receipt. Milestones shall include: Invoice shall be submitted to the Owner after each task is complete with the exception of Acquisition, for which 50% of fee shall be submitted following offer presentation per parcel and balance submitted upon completion and submission of packet. If Owner fails to make any payment due Consultant for services and expenses within 90 days after receipt of Consultant's invoice, Consultant may, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Consultant's services for the Project are delayed for more than 90 days for reasons beyond Consultant's control.

Consultant shall have no liability to Owner on account of a termination by Consultant under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Consultant to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive just payment for all services performed and furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 ***Successors, Assigns, and Beneficiaries***

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due)

in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 ***General Considerations***

- A. The standard of care for all professional consulting and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of just payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants; (3) such limited license to Owner shall not create any rights in third parties.
- D. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

- E. The parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- F. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Basis of Payment—Milestones

Milestones shall include: Invoice shall be submitted to the Owner after each task is complete with the exception of Acquisition, for which 50% of fee shall be submitted following offer presentation per parcel and the remaining balance to be submitted upon completion of the parcel packet.

Total compensation for services and reimbursable expenses is estimated to be \$181,300.00

- 7.02 Additional Services:** For additional services of Consultant's employees engaged directly on the Project, Owner shall pay Consultant an amount to be determined dependent on the additional service and with prior approval in writing.

SIGNATURES:

By signing below, each undersigned acknowledges that it has read and understands, and agrees to be legally bound by this Professional Services Agreement. If a person is signing below on behalf of an entity or another person, the person signing represents and warrants that he or she has been properly authorized and empowered to sign this Professional Services Agreement on behalf of that entity or other person and to bind that entity or other person to this Professional Services Agreement. This Agreement may be executed in any number of counterparts, each of which will be considered an original but all of which will constitute one and the same instrument.

City of Shawnee

Meshek & Associates, LLC

By: _____

By: _____

Printed Name: _____

Printed Name: Brandon Claborn

Title: _____

Title: _____

Date: _____

Date: _____

Consultant's License No: _____

Consultant's License No.: 1487 (OK)

Exhibit A Consultant's Rates

Exhibit B

Required Insurance Limits and Coverages for Consultants

Before commencing work, Consultants must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Consultant and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Consultant is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Consultant's obligations hereunder.

Bid Form (Exhibit A)

Services	No. of Parcels	Fee per Parcel	Total
R/W Staking	24	\$700	\$16,800
Appraisal	12	\$3,500	\$42,000
Acquisition Project Management	22	\$1,200	\$26,400
Appraisal Project Management	12	\$400	\$4,800
Relocation Project Management	2	\$800	\$1,600
R/W Acquisition	22	\$3,100	\$68,200
Relocation	2	\$8,000	\$16,000
Title Investigation Report	22	\$250	\$5,500
Total			\$181,300

Meshek will record applicable documents at the Pottawatomie County Clerk Office and invoice the County for reimbursement of all recording fees.

Exhibit B

Required Insurance Limits and Coverages for Consultants

Before commencing work, Consultants must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee * * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits
Professional Liability (If applicable)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate

Certificate Holder and Endorsement Requirements

- Owner shall be listed as Certificate Holder.
- Consultant and the Consultants identified in the Purchase Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds.

Other Requirements

- All policies required shall be written by a reputable insurance company reasonably acceptable to Company or with a Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which Consultant is performing for Company.
- Failure to provide evidence as required shall entitle, but not require, Owner to terminate immediately. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Consultant's obligations hereunder.

November 1, 2023

Seth Barkhimer, PE
Director of Engineering
City of Shawnee

Re: 45th Street Widening Phase 1
Burning Wood Drive to West of N. Union Avenue

Seth,

We appreciate this opportunity to submit a proposal for Land Surveying and provide Right-of-Way Staking Services on the referenced project. Our services will include the staking of 14 permanent takes, 11 drainage easements, and 14 temporary easements over 24 parcels.

The objective of this work is to establish new right-of-way for the process of appraisal and acquisition. Our staking will be in accordance with the Oklahoma Department of Transportation standards for roadway projects.

We propose to perform the staking services for a **lump sum fee of \$16,800** based on a unit cost of \$700.00 per parcel for 24 parcels. Additional surveying can be provided at an additional expense. If you find this fee acceptable, we can begin work within 5 business days of receiving notice to proceed.

Our estimate is based on Lee Engineering 90% preliminary plans as provided. We will require an AutoCAD (.dwg) file of the plans to perform this service.

Please contact me if you have any questions or need additional information.

Sincerely,



Michael Royce PLS
Survey Manager
Meshek & Associates, LLC
Office: 918-392-5620
Cell: 918-633-5263
Email: mroyce@meshekengr.com



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

Date: December 18, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of acceptance of a grant from the State of Oklahoma American Rescue Plan Act (ARPA) for plan, design, and construction of downstream slope repair at Shawnee Twin Lake #1 Dam.

Background: In September 2022, the City of Shawnee Board of Commissioners applied for and subsequently received a High Hazard Potential Dam (HHPD) grant to initiate field exploration in response to a "poor" rating during the prior year Shawnee Twin Lake #1 Dam inspection. In September 2023, the City Commission applied for and subsequently received additional HHPD grant funding for the expansion of this field exploration.

Since then, City staff has been working with the Oklahoma Water Resources Board (OWRB) to identify additional funding sources that could be utilized for the design and subsequent construction of the necessary dam repair project once the expanded field exploration activities are complete.

As a result of this ongoing effort, City staff is now requesting the City Commission's acceptance of a \$1,000,000 grant from the State of Oklahoma's American Rescue Plan Act (ARPA) funds. The grant offered to the City of Shawnee through OWRB is designated for the planning, design, and construction of the repair at the Shawnee Twin Lake #1 Dam. This funding is crucial as it allows the dam repair project to move into the design phase.

Financial Impact: Grant receipt of \$1,000,000

Attachments: Shawnee Approval Letter, Shawnee Agreement, Shawnee MA ARP-23-0010-DG (OWRB Board Order)

Staff Recommendation: Approval of the item



OKLAHOMA

Water Resources Board

December 1, 2023

Mr. Ed Bolt, Chairman
Shawnee Municipal Authority
P O Box 1448
Shawnee, OK 74802

Re: Notice of American Rescue Plan Act (ARPA) Grant Approval and Commitment of Funds -- OWRB
ARPA Grant No. ARP-23-0010-DG; Shawnee Municipal Authority, Pottawatomie County

Dear Mr. Bolt:

We are pleased to formally notify you that on November 30, 2023 the Oklahoma Water Resources Board (OWRB) approved your request for an American Rescue Plan Act ("ARPA") grant. With this approval, and subject to limitations, requirements and points of understanding set out below, the Board has committed funds to be made available to you for purposes of the project subject of this ARPA grant.

Approval of the Shawnee Municipal Authority grant request is based on the proposed project which shall be for the planning, design, and construction for the repair of the downstream slope of Shawnee City Lake No. 1 based on the results of the geophysical study as more fully described in the grant application submitted to OWRB. The approval was made subject to the terms of the enclosed ARPA Grant Agreement which is to be signed, attested and returned prior to disbursement of ARPA grant funds. It is our understanding that funding of this project, estimated at \$23,150,000.00, is being secured as follows:

<u>Sources of Funds (Est.)</u>		<u>Uses of Funds (Est.)</u>	
OWRB ARPA Grant:	\$1,000,000.00	Project:	\$23,150,000.00
FEMA Grant:	164,745.00		
Local Funds:	21,985,255.00		
Total	\$23,150,000.00	Total	\$23,150,000.00

As you know, any grant funds made available may be utilized and expended solely and exclusively for purposes of paying costs directly related to the project for which grant approval has been given and for no other purpose. Such funds may not be used, for example, to retire any existing and unrelated indebtedness or to operate and maintain any utility system. ***The applicable OWRB Grant Rules, applicable Federal laws, and applicable State laws must be complied with at all times during the course of the project.***

Please take the following steps immediately in order to enable us to encumber funds for your project. Without this documentation your funds are not encumbered:

1. Sign, attest and return to our office immediately the enclosed ARPA Grant Agreement. Return only the original Grant Agreement. The OWRB Board Order attached to the Grant Agreement is for your records.
2. Complete the enclosed EFT Form with voided check and return to our office immediately. The FEIN number on the EFT Form needs to match the entity applying for the grant (i.e. Authority or Town/City).

Prior to OWRB's release and disbursement of grant funds the following information if applicable or not already provided should be submitted within 90 days following your grant approval date of November 30, 2023.

1. A copy of the project plans and specifications must be submitted to Oklahoma Water Resources Board staff for approval.
2. The Affidavit of Publication should be submitted with the Bid Tabulation. ***In order to avoid further Board Action, the Affidavit of Publication must match the plans and specifications as provided to OWRB Staff.***
3. A resume or background information for the proposed inspector for this project, and a copy of the inspector's agreement, if applicable;
4. A copy of the engineering services contract;
5. A copy of the successful bidder's contract documents (detailed list enclosed);
6. Also, please note that OWRB Staff should be included in the pre-construction conference, project progress meetings, and at the final inspection.

If additional time is needed, please inform our office. However, regardless of any approval of additional time, the approval of this ARPA grant shall not extend past November 29, 2024; if the above specified documentation is not filed on or before that date, the approval of this ARPA grant shall expire and no grant funds will be released to the Shawnee Municipal Authority. **Furthermore, all reimbursement invoices for eligible project activities must be received by August 31, 2026 unless extended in writing by the Board.**

Prior to and during the construction period you are required to comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board rules, regulations and applicable ARPA grant policies.

Should you have any questions regarding this notification and letter of commitment, please feel free to contact our Dam Safety Engineer, Manager, Zachary Hollandsworth at 405-530-8859.

Sincerely,



Yohanes Sugeng, Chief
Engineering and Planning Division

Enclosure as stated

Cc: Mr. Seth Barkhimer, City of Shawnee

Shawnee Approval Letter

Final Audit Report

2023-12-04

Created:	2023-12-01
By:	Jordan Johnson (jordan.johnson@owrb.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABGd8Y1GOBAy1LPctB5XGEhFhPy02Cgox

"Shawnee Approval Letter" History

-  Document created by Jordan Johnson (jordan.johnson@owrb.ok.gov)
2023-12-01 - 5:06:28 PM GMT
-  Document emailed to Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov) for signature
2023-12-01 - 5:07:20 PM GMT
-  Email viewed by Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
2023-12-04 - 3:54:46 PM GMT
-  Document e-signed by Yohanes Sugeng (yohanes.sugeng@owrb.ok.gov)
Signature Date: 2023-12-04 - 3:55:02 PM GMT - Time Source: server
-  Agreement completed.
2023-12-04 - 3:55:02 PM GMT

**OKLAHOMA WATER RESOURCES BOARD
AMERICAN RESCUE PLAN ACT GRANT AGREEMENT
between Shawnee Municipal Authority, Pottawatomie County
and Oklahoma Water Resources Board**

I, Mr. Ed Bolt, duly authorized Chairman of the Shawnee Municipal Authority, Pottawatomie County (hereinafter "Recipient"), do hereby accept and acknowledge said grant according to the terms of this American Rescue Plan Act ("ARPA" or the "Act") Grant Agreement.

In accepting said grant, Recipient duly acknowledges and agrees in all regards and respects that the Oklahoma Water Resources Board (the "Board") is a Subrecipient of a grant made available under the Act from the United States Treasury and the Recipient is a secondary subrecipient of such grant and, as such, Recipient must and shall comply with the requirements of all applicable federal and state statutory provisions and all Board rules, regulations and ARPA applicable grant policies including but not limited to: American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), 2 CFR 200 et seq, local, state and federal labor laws, and other relevant provisions in the list attached hereto as "**Attachment 2**". Without limiting the generality of the foregoing, the applicant agrees as follows:

1. **Description of approved project.** This grant has been approved by the Board for Recipient's project which is to plan, design, and construction for repairing the downstream slope based on the results of the full geophysical study as well as other related expenses (the "Project"), as provided in the Board's Order Approving ARPA Award attached hereto as "**Attachment 1**" and incorporated by reference herein.
2. **Determination of amount of grant and assurance of adequate funding.** The amount of this grant shall not exceed the amount of one million dollars only (\$1,000,000.00). The Recipient shall ensure that adequate funding is in place to complete the Project. In the event that this grant alone, is for any reason insufficient to complete the Project, the Recipient shall obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of the Project.
3. **Creation and maintenance of separate accounting.** As a prerequisite to receiving grant money from the Board, Recipient shall establish and maintain separate accounting for said ARPA funds in a federally insured account.
4. **Expenditure of money in grant account only for authorized Project purposes.** The Board shall disburse proceeds of the grant to the Recipient only for incurred eligible project costs dated from March 3, 2021 and after in accordance with ARPA procedures. The Recipient shall submit certified requests for disbursement of funds proceeds to the Board on ARP-271 forms. The requests shall be accompanied by such invoices or other documentation as may be required by the Board to demonstrate that such amounts have

OWRB ARPA Grant Agreement

Grant No. ARP-23-0010-DG

been incurred by or on behalf of the Recipient for the payment of project costs. Upon approval by the Board Staff, the Board shall provide for disbursement of that portion of the funds to the Recipient in an expeditious and timely manner. The Recipient covenants and agrees that all disbursements of funds received shall be immediately and expeditiously transferred or paid out, as appropriate, for payment of Project costs as specified by the Recipient on the corresponding ARP-271 form. ARPA Grant funds cannot be expended for reimbursement of products or services originally procured with other federal or state grant funds.

5. **Expiration of Approval.** All reimbursement invoices for eligible project activities must be received by the Board by August 31, 2026 unless extended in writing by the Board. If an acceptable reimbursement request is not received on or before August 31, 2026, and there is no notice of extension by the Board then the approval of this grant shall expire, and no further grant funds will be released to Recipient.
6. **De-obligation of unexpended grant money.** Upon completion of the project, the Recipient agrees to provide to the Board with a copy of a certification in such form as is acceptable to the Board regarding completion of the project and quantification of any unexpended funds. Thereafter, the Board will de-obligate any such unexpended funds.
7. **Single Audit.** If a Single Audit is required, Subrecipient will submit a copy of the audit report to the State of Oklahoma within 9 months from the end of Subrecipient's fiscal year. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F.
8. **Record Retention.** The Recipient agrees to maintain and make available to the State of Oklahoma and/or US Department of Treasury, upon request, all documents, and financial records sufficient to establish compliance with ARPA, including but not limited to those examples of records described in Attachment 2. Recipient shall maintain and retain its financial records, supporting documents, statistical records, and all other records pertinent to this Grant for seven (7) years after all funds have been expended, and longer if any litigation, claims, or audit is started before the end of that seven (7) year period; in which case, records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action has been taken. If the U.S. Department of Treasury requests transfer of any of Recipient's records to it, Recipient must collect and transmit all required records to Treasury within the time allowed by Treasury in the request and in the format required in section 2 CFR § 200.336 of the Uniform Guidance (as defined in Attachment 2).
9. **Remedies.** In the event of non-compliance, the OWRB has the authority to withhold disbursements of grant funds pending correction of the non-compliance, terminate the grant, recover from the Recipient grant funds expended by the Recipient for anything other than approved Project costs, or other remedies available by law.

OWRB ARPA Grant Agreement
Grant No. ARP-23-0010-DG

10. **SAM.Gov Registration.** Recipient is registered with the U.S System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number or Unique Entity Identifier (UEI) listed is the correct such number for the Recipient as of the date hereof.

11. **Federal Requirements.** The Recipient may be subject to additional requirements as may be directed by OWRB in accordance with ARPA and associated procedures for implementing provisions of the Act.

In consideration of the Recipient's agreement to these terms and conditions, Recipient has entered and signed this American Rescue Plan Act Grant Agreement this ____ day of _____, 20____.

**Shawnee Municipal Authority,
Pottawatomie County, Oklahoma**

By: _____
Mr. Ed Bolt, Chairman

ATTEST:

By: _____

Title: _____

(BOARD SEAL)

ATTACHMENT 1

OWRB BOARD ORDER APPROVING AWARD
OF AMERICAN RESCUE PLAN ACT GRANT
[Following pages]

**PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS**

ATTACHMENT 2

Recipient confirms understanding it is a Recipient of State Fiscal Recovery Funds, and agrees to comply with applicable federal compliance, reporting, and contract requirements, including but not limited to:

FEDERAL LAWS

American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021), as amended.

2 CFR 200 *et seq.* Specific sections include but are not limited to:

- the property standards found in 2 CFR § 200.310 through 2 CFR § 200.316 if applicable,
- the procurement standards found in 2 CFR §200.317 through 2 CFR §200.327
- financial monitoring and reporting requirements found in 2 CFR§ 200.328 to 2 CFR§ 200.330 regarding oversight of information and information collection
- record retention found in Section 2 CFR §200.334 through 2 CFR §200.338
- audit requirements found in Sections 2 CFR §200.500 through 2 CFR §200.520

US Department of Treasury Final Rule, Coronavirus State and Local Fiscal Recovery Funds, 87 Fed. Reg. 4338, January 27, 2022 and all other applicable federal rules, policies, guidance, procedures, and directives including Reporting and Compliance Guidance, as may be amended.

In accordance with 2 CFR 200.501(a), the recipient hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total federal funds in their fiscal year.

Uniform Guidance (2 CFR Part 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

Davis Bacon Act, 40 U.S.C. §3141 and related Regulations for projects \$10 million or over
For projects over \$10 million (based on expected total cost):

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- The number of employees of contractors and sub-contractors working on the project.
- The number of employees on the project hired directly and hired through a third party.

- The wages and benefits of workers on the project by classification; and whether those wages are at rates less than those prevailing.
- Recipients must maintain sufficient records to substantiate this information upon request.

Applicable US Department of Treasury guidance (as may be amended from time to time).

STATE LAWS

The Oklahoma Competitive Bidding Act of 1974, 61 Okla. Stat. §101 *et seq.*

The Oklahoma Consultant Act 61 Okla. Stat. §60 *et seq.* regarding procurement of engineering and architectural services for the Project.

EXAMPLES OF RECORDS TO BE RETAINED

- General ledger and subsidiary ledgers used to account for (a) the receipt of grant payments and (b) the disbursements from such payments to meet eligible expenses
- Budget records;
- Payroll, time records, human resource records to support costs incurred for payroll expenses related to the Grant.
- Receipts of purchases made related to the Grant;
- Contracts and subcontracts entered into using grant payments and all documents related to such contracts;
- Grant agreements and grant subaward agreements entered into using grant payments and all documents related to such awards;
- All documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
- All documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
- All internal and external email/electronic communications related to use of grant payments; and
- All investigative files and inquiry reports involving grant payments.

**BEFORE THE OKLAHOMA WATER RESOURCES BOARD
STATE OF OKLAHOMA**

IN THE MATTER OF THE AMERICAN RESCUE PLAN ACT)
(ARPA) GRANT APPLICATION)
NO. ARP-23-0010-DG IN THE NAME OF THE)
SHAWNEE MUNICIPAL AUTHORITY)
POTTAWATOMIE COUNTY, OKLAHOMA)

ORDER APPROVING ARPA GRANT APPLICATION

This matter came on for consideration before the Oklahoma Water Resources Board on the 30th day of November 2023. The Board finds that since the application for this grant has been designated as a priority dam rehabilitation project under Chapter 50, Subchapter 17 of the Board's Rules and that since sufficient funds are available, the grant application for an amount not to exceed \$1,000,000.00 should be approved for the following purpose and subject to the following conditions:

Conditions:

1. The amount of the ARPA grant shall not exceed \$1,000,000.00.
2. ARPA Grant funds shall be accounted for separately with a federally insured financial institution.
3. The project shall consist of the planning and engineering design for the Shawnee City Lake No. 1 dam rehabilitation project. Applicant is authorized to request the ARPA grant funds only for cost incurred for eligible expenses for the purposes of completing such project.
4. Furthermore, prior to and during the construction period, Shawnee Municipal Authority is required to comply with the requirements of all applicable federal and state statutory provisions, all applicable ARPA rules, and the Oklahoma Water Resources Board ARPA Grant Agreement, Board rules, regulations, and grant policies. The Board Staff is authorized to determine what additional conditions may be necessary in order to assure compliance with the applicable requirements.
5. The Board's Staff is authorized to approve future modifications or additions to the project purposes and uses of funds approved herein, provided such modifications or additions will not materially or adversely affect the grant.

SO ORDERED this 30th day of November 2023, in regular and open meeting of the Oklahoma Water Resources Board.

OKLAHOMA WATER RESOURCES BOARD



Jennifer Castillo, Chairman

ATTEST:



Suzanne Landess, Secretary

(SEAL)

Reviewed By:

s/s

Yohanes Sugeng, Chief
Engineering and Planning Division



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

Date: December 18, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an ordinance amending Article I of Chapter 20 of the Shawnee City Code by enacting a new Section 20-47 prohibiting sitting or lying down on public sidewalks and sleeping outdoors in the downtown Shawnee area; providing for repeal; providing for severability; and providing for codification.

Background: In response to feedback received from the public as well as affected property owners, City of Shawnee staff has drafted the 'No Sit, No Lie' ordinance for the purpose of promoting family-friendly public areas, supporting tourism and businesses, accessibility for individuals with disabilities, and maintaining an inviting environment.

The ordinance would apply to all individuals within the City of Shawnee downtown area, which is bounded by Highland Street, 7th Street, Harrison Street, and Kickapoo Street. The ordinance would prohibit sleeping outdoors as well as sitting, lying down, or placing items in the right-of-way between the roadway and the adjacent structure or property line. However, the ordinance would not apply to individuals experiencing a medical emergency. It would also exclude any individuals who are participating in or watching public events, using provided private or public seating, or waiting in line for goods and services.

Per Chapter 20, Section 20-41 of the Shawnee, Oklahoma Code of Ordinances, a fine plus cost for a violation of this ordinance can be assessed upon conviction by the court.

Financial Impact: None

Attachments: Sit Lie Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE I OF CHAPTER 20 OF THE SHAWNEE CITY CODE BY ENACTING A NEW SECTION 20-47 PROHIBITING SITTING OR LYING DOWN ON PUBLIC SIDEWALKS AND SLEEPING OUTDOORS IN THE DOWNTOWN SHAWNEE AREA; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. ENACTMENT. A new Section in Article I of Chapter 20 of the Shawnee City Code, Section 20-47 - Prohibiting Sitting or Lying Down on Public Sidewalks and Sleeping Outdoors, is hereby enacted as follows:

(A) **DISABILITY** means having a physical or mental impairment which substantially limits one of more major life activities.

(1) **PHYSICAL OR MENTAL IMPAIRMENT** means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(2) **MAJOR LIFE ACTIVITIES** means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, learning, breathing and working.

(B) The City Commission finds that the City has a compelling interest in:

- (1) encouraging and preserving vital, pedestrian-friendly public areas;
- (2) assuring that public areas remain accessible to individuals with disabilities and compliant with the provisions of the Americans with Disabilities Act;
- (3) promoting tourism and business; and
- (4) preserving the quality of life and protecting its citizens from intimidating behavior.

(C) The City Commission finds that individuals sitting or lying in the pedestrian right-of-way:

- (1) contributes to a sense of fear, intimidation, and disorder;
- (2) is disruptive to residents, businesses, and customers;
- (3) discourages, blocks, or inhibits the free passage of pedestrians; and
- (4) contributes to the loss of access to and enjoyment of public places.

(D) This section applies to the downtown area of the City of Shawnee, whose boundaries are Highland Street, 7th Street, Harrison Street, and Kickapoo Street.

(E) A person commits an offense if, after having been notified by a law enforcement officer that the conduct violates this section:

- (1) the person is asleep outdoors; or
- (2) the person sits or lies down in the right-of-way between the roadway and the abutting property line or structure, or an object placed in that area.

(F) This section does not apply to a person who:

- (1) sits or lies down because of a medical emergency;
- (3) participates in or views a parade, festival, performance, rally, demonstration, or similar event;
- (4) sits on a chair or bench that is supplied by a public agency or by the abutting private property owner; or
- (5) is waiting in a line for goods, services, or a public event.

(G) It is an affirmative defense to prosecution if a person sits or lies down as the result of a physical manifestation of a disability, not limited to visual observation.

(H) A culpable mental state is not required, and need not be proven, for an offense under this section.

SECTION 2. REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 3. SEVERABILITY. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION 4. CODIFICATION. This Ordinance shall be codified in the Shawnee City Code, and the codifier is authorized to set out the ordinance as appropriate.

PASSED AND APPROVED this ____ day of December, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

KACIE ECK, CMC, SR. DEPUTY CITY CLERK

Approved as to form and legality this ____ day of December, 2023.

JOSEPH M. VORNDRA
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE PURSUANT TO ARTICLE I OF CHAPTER 20 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR THE READOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 20, Article I, Section 20-41, provides that any person who violates this chapter shall be guilty of a misdemeanor and, upon conviction, shall be fined in an amount as described in the City Fee Schedule.

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

Section 1. The fine associated with Section 20-47 is Ten Dollars (\$10.00).

Section 2. **Adoption and Update of City Fee Schedule.** Attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”), and the updated City Fee Schedule in whole (Exhibit “B”). This Resolution updates and amends City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

KACIE ECK, CMC
SR. DEPUTY CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-6 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-7 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-8	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-9 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-14	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-17	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-20 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-21 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-23 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-25 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-29 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-31 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-32 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Provisions	Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-34 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-38 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-47	Offenses and Miscellaneous Provisions	Sitting or Lying Down on Public Sidewalks: Fine		\$10		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$250		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a)(1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a)(2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a)(3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		
Part II Chapter 1 Sec 1-10 (d)	General Provisions	Technology Fee	\$10			
Part II Chapter 1 Sec 1-10 (e)	General Provisions	Communication Support Fee	\$10			
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-316	Administration	Human Rights. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$500.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-4 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Complimentary Beverage License	\$100			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	\$500; and \$450			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal -- Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-16	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-17	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-19 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-19 (e)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual license fee for adult altered male or female (Note: Seniors 50% discount)	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult unaltered male or female (Note: Seniors 50% discount)	\$45			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Three (3) year license fee for adult altered male or female (Note: Seniors 50% discount)	\$25			
Part II Chapter 5 Art III Div 2 Sec 5-116	Animals	Dogs: Delinquent license penalty fee	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs: Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$5			
Part II Chapter 5 Art III Div 4 Sec 5-178	Animals	Dogs: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs: Kennels: Dog Kennel Operation Annual License	\$300			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult unaltered male or female Note: Seniors 50% discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Annual license fee for adult altered male or female Note: Seniors 50% discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult unaltered male or female Note: Seniors 50% discount	\$45			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats: Three (3) year license fee for adult altered male or female Note: Seniors 50% discount	\$25			
Part II Chapter 5 Art IV Div 2 Sec 5-279	Animals	Cats: Delinquent license penalty fee	\$5			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats: Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$5			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art IV Div 3 Sec 5-307	Animals	Cats: Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats: Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats: Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 2 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 2 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. ©	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspection made because of defective work: First Occurance	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 1 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art III Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art III Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art III Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art III Div 3 Sec 8-256	Business, Permits, and Licenses	Snow cone Penalty for violation		\$500		
Part II Chapter 8 Art III Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art III Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art IV Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art IV Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art V Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	\$100; \$10; \$20; \$30			
Part II Chapter 8 Art V Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VI Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art VII Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 8 Art VII Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	\$25; \$10			
Part II Chapter 8 Art VIII Sec 8-542(a)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
CHAPTER 9: CABLE COMMUNICATIONS						
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)	Cable Communications	Liability and indemnification: insurance				General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot; Infant Lot	\$500; \$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. If the City provides such services;	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Additional Tent Fee	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Opening and Closing Infant Graves	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. After 4:00PM Monday thru Friday an Overtime charge	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119 (d)	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		
Part II Chapter 12 Art VI Sec 12-149	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-3 (d)(1)	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(2)	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-3 (d)(3)	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(4)	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(5)	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (d)(6)	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-3 (d)(7)	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(8)	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-3 (d)(9)	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 13 Art I Sec 13-3 (d)(10)	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)(11)	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (d)12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-3 (e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art I Sec 13-3 (f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			
Part II Chapter 13 Art I Sec 13-8 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art II Sec 13-37 Sec 110.4 & Sec 112.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art I Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	\$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		\$100		
Part II Chapter 19 Art I Sec 19-4 (a)(b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c)(d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-6 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-7 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-8	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-9 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-14	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-20 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-21 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-23 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-25 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-29 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-31 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-32 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-34 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-38 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-47	Offenses and Miscellaneous Provisions	Sitting or Lying Down on Public Sidewalks: Fine		\$10		
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$250		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	\$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	\$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	\$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	\$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	\$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	\$35			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	\$25			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (b)(2)(c)(2)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
Part II Chapter 22 Art IX Sec 22-750 (3)(k)	Planning and Development	Application Fee	\$50.00			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$18.54			
		Large Polycart (95 gallon)	\$23.36			
		Additional Polycart (95 gallon)	\$11.79			
		Solid Waste Service Only	\$23.36			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)(1)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				\$5,000, \$10,000, \$5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.94			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$31.18			
		1,001—4,000	\$4.69			
		4,001—1,000,000	\$4.80			
		1,000,001—2,000,000	\$4.94			
		More than 2,000,000	\$5.05			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.99			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$36.25			
		1,001—4,000	\$7.04			
		4,001—1,000,000	\$7.22			
		1,000,001—2,000,000	\$7.40			
		More than 2,000,000	\$7.58			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$16.26			
		Over 1,000	\$3.60			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Sewer Rates: The charge for sanitary				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$20.35			
		Over 1,000	\$3.50			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$24.41			
		Over 1,000	\$5.24			
		The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$30.50			
		Over 1,000	\$5.24			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(2)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(3)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(4)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a)(2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 2 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	\$75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 2 Sec 26-132 (c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-133	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 2 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees:				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
Part II Chapter 26 Art III Div 3 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fee	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (Section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	fee:	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57 (a)	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58 (b)	Vegetation	License to Trim, Prune, or Remove: Liability Insurance				\$5,000, \$10,000, \$5,000
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$150			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <u>If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art V Sec 28-196 (2)(d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



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

Date: December 18, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Preliminary Plat, Adcock Addition, of approximately 22.68 acres.
Case No.: PPL04-23 | Applicant: TJT Holdings, LLC

Background: The subject property is approximately 22.68 acres and is located northwest of the intersection of E. 45th Street and N. Harrison Avenue. The property is currently zoned A-1 (Rural Agricultural District). Associated rezoning applications, RZ12-23 and RZ13-23, run concurrently with this request. The requested zoning districts are C-3 (Highway Commercial District) and I-1 (Limited Light Industrial District). The proposed commercial subdivision has twenty-two (22) lots.

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer voiced no concern with the Preliminary Plat as submitted.
- Applications to rezone the property are running concurrently with this application.

Alternatives:

- Approval of Case No. PPL04-23, for the Preliminary Plat, Adcock Addition, as requested by the applicant.
- Denial of the application for Case No. PPL04-23
- Deferral of Case No. PPL04-23 with a request for additional and specific information to a certain date.

Financial Impact: N/A

Attachments: Staff Report, Application, Record of Action

Staff Recommendation: Approval of Case No. PPL04-22 to approve a 22.68 acre Preliminary Plat, which is located northwest of the intersection of East 45th Street and North Harrison Avenue based upon the factors and conditions outlined in the staff report and the recommendation of the Planning Commission



Planning Commission Meeting – 12.6.2023 – City of Shawnee, Oklahoma

Preliminary Plat Application | PPL04-23 | Adcock Addition

=====

To: Shawnee Planning Commission
From: Rachel Clyne, City Planner
Date: November 30, 2023
Subject: **Staff Report** – Consideration of a request for a Preliminary Plat, Adcock Addition, of approximately 22.68 acres.
Case No. **PPL04-23** | Applicant: TJT Holdings, LLC

=====

Background: The subject property is approximately 22.68 acres and is located northwest of the intersection of E. 45th Street and N. Harrison Avenue. The property is currently zoned A-1 (Rural Agricultural District). This Preliminary Plat application is associated with two (2) rezoning applications, RZ12-23 and RZ13-23. Those applications are running concurrently with this request. The requested zoning districts are C-3 (Highway Commercial District) and I-1 (Limited Light Industrial District). The proposed commercial subdivision has twenty-two (22) lots.

Discussion: Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer voiced no concern with the Preliminary Plat as submitted.
- Applications to rezone the property are running concurrently with this application.

Alternatives:

- Recommending Approval of Case No. PPL04-23, for the Preliminary Plat, Adcock Addition, as requested by the applicant.
- Recommending Denial of the application for Case No. PPL04-23
- Recommending Deferral of Case No. PPL04-23 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 **PPL04-23** for the Preliminary Plat, Adcock Addition.

This application will be heard at the City Commission meeting on Monday, December 18, 2023, at 6:00 p.m. in the City Hall Commission Chambers.



PRELIMINARY PLAT APPLICATION

Received
Comm Dev
11/01/23 RC

Community Development Dept.
16 W. 9th Street
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only	
Case Number:	PPL 04-23
Date Filed:	11/01/23
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, one (1) 24" X 36" electronic map, one (1) 8 1/2" x 11" electronic map, and filing fees upon submitting this application. Please call 878-1672 with any questions.

APPLICANT TJT Holdings / Landes Engineering
APPLICANT ADDRESS 3701 N Harrison, Shawnee OK 74804
APPLICANT PHONE NUMBERS 405-273-7300
EMAIL ADDRESS Jmadcock@bodard.com
NAME OF PLAT Adcock Addition
LOCATION Lot 1 Blk 1 Bodard Addition
NUMBER OF ACRES 22.68 NUMBER OF LOTS 22

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

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

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

TOTAL COST

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 TJT Holdings
ADDRESS 3701 N. Harrison Shawnee OK 74804
CONTACT NUMBERS 405 273 7300
EMAIL ADDRESS Jmadcock@bodard.com

PROJECT ENGINEER INFORMATION:

NAME Stephen Landes / Landes Engineering
ADDRESS 903 E 35th Shawnee OK 74802
CONTACT NUMBERS 405 273 7300
EMAIL ADDRESS slandes@landesengineering.net

APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, & PAYMENT MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

RECORD OF ACTION

DATE: 12/7/2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: PPL04-23 REQUEST: Preliminary Plat of
± 22.68 acres - 22 lots

Applicant: TJT Holdings

Subject Property Address: NW of E 45th St. and N. Harrison Ave.

Legal Description: ± 22.68 acres

Current Zoning: A-1 Requested Zoning: C-3 and I-1

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: 12/6/2023

PC Recommendation: Approval

Conditions: _____

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			✓			
PORTER	<u>Approve</u>		✓			
JOHNSON		✓	✓			
REESE (CHAIR)			✓			
MEW-PALMER			✓	✓	✓	
BARRETT			✓			
ROWELL			✓			



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

Date: December 18, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing for a request to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) property located northwest of the intersection of East 45th Street and North Harrison Avenue.
Case No.: RZ12-23 | Applicant: TJT Holdings, LLC

Background: The subject property is located northwest of the intersection of East 45th Street and North Harrison Avenue and contains approximately 7.53 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District). This rezoning application is associated with the rezoning application RZ13-23 and the application for a Preliminary Plat, Adcock Addition. Those applications are running concurrently with this request.

After the Planning Commission heard the item on December 6, 2023, the applicant requested the item be withdrawn. No further action is needed on this item.

Financial Impact: N/A

Attachments: Staff Report, Application, Notice to Publish, Record of Action

Staff Recommendation: No action required due to the application being withdrawn



Planning Commission Meeting – 12.6.2023 – City of Shawnee, Oklahoma

Staff Report | RZ12-23 | A-1 to C-3 | NW of E 45th St & N. Harrison Ave.

Date: 11.29.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) property located northwest of the intersection of E. 45th Street and N. Harrison Avenue.
Case No. **RZ12-23** | Applicant: TJT Holdings, LLC

Background

The subject property is located northwest of the intersection of E. 45th Street and N. Harrison Avenue and contains approximately 7.53 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District). This rezoning application is associated with the rezoning application RZ13-23 and the application for a Preliminary Plat, Adcock Addition. Those applications are running concurrently with this request.

Discussion

The land adjacent to the east and south is zoned C-3 (Highway Commercial District). The property adjacent to the north is currently zoned A-1 (Rural Agricultural District), but a proposed rezoning to I-1 (Limited Light Industrial District) will be presented with application RZ13-23. To the southwest, the land is zoned I-2 (Light Industrial District). The Comprehensive Plan Future Land Use Map (FLUM) indicates that the subject property has the designations of High-Density Residential and Greenway Land Uses. The proposed use may have potential conflicts with existing adjacent uses that may be resolved or minimized through project design. The applicant is aware that stormwater detention, landscaping, buffering, and screening shall be employed to minimize negative effects. The proposed zoning change is in conformance with the 2040 Comprehensive Plan with the appropriate project design.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of a public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district C-3 (Highway Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM) with the appropriate project design.
- The proper notification for a public hearing was served.

Alternatives:

- Recommending Approval of Case No. RZ12-23 to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) as requested by the applicant.
- Recommending Denial of the application for RZ12-23 to rezone the subject property.
- Recommending Deferral Case No. RZ12-23 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 **RZ12-23** to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District).

This rezoning application will be heard at the City Commission meeting on Monday, December 18, 2023, at 6:00 pm.

SE segment

PLANNING COMMISSION APPLICATION



City of Shawnee
Community Development
Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: AZ12-23

Project Number: 20231925

Date Filed: 10.26.23

Planning Commission Secretary

Received
Comm Dev
10/27/23

Incomplete
complete
10/31/23

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 A-1 District to C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): See Attached legal

LEGAL DESCRIPTION: See Attached legal

PROPERTY OWNER (S): TJT Holdings LLC

PROPERTY AGENT (APPLICANT): TJT Holdings LLC

APPLICANT'S ADDRESS: 3701 N Harrison

CITY: Shawnee **STATE:** OK **ZIP:** 74804

EMAIL ADDRESS: Imadcock@bodard.com

TELEPHONE NUMBER: (405) 273-7300 **CONTACT NUMBER:** (405) 818-6026

DIMENSIONS OF PROPERTY: AREA: See preliminary plat WIDTH: 0 "
LENGTH: " FRONTAGE: See Preliminary plat

CURRENT ZONING: A-1 **CURRENT USE:** Undeveloped

PROPOSED ZONING: C-3 **PROPOSED USE:** Undetermined

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.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Imadcock
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

Publish November 10, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ12-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on December 6, 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 December 18, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ12-23**) to rezone from A-1 (Rural Agricultural District) to C-3 (Highway Commercial District) on a parcel located northwest of the intersection of E. 45th Street and N. Harrison Avenue and described as:

A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OR THE SOUTHEAST QUARTER (SE/C SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN; THENCE S89°30'59"W A DISTANCE OF 389.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°30'59"W A DISTANCE OF 491.62 FEET; THENCE N02°31'58"W FOR A DISTANCE OF 250.20 FEET; THENCE N89°30'59"E A DISTANCE OF 325.22 FEET; THENCE N17°13'17"E A DISTANCE OF 171.91 FEET; THENCE A CURVE TO THE LEFT WITH A LENGTH OF 59.90 FEET, RADIUS OF 200.00', CHORD BEARING OF N08°38'27"E AND A DISTANCE OF 59.68 FEET; THENCE N00°03'37"E FOR A DISTANCE OF 243.52 FEET; THENCE A CURVE TO THE RIGHT WITH A LENGTH OF 63.75 FEET, RADIUS OF 200.00 FEET, CHORD BEARING OF N09°11'28"E AND A DISTANCE OF 63.48 FEET; THENCE N18°19'20"E FOR A DISTANCE OF 258.24 FEET; THENCE S89°38'44"E FOR A DISTANCE OF 69.00 FEET; THENCE S00°03'37"W FOR A DISTANCE OF 523.46 FEET; THENCE N89°30'59"E FOR A DISTANCE OF 347.91 FEET; THENCE S37°51'33"W FOR A DISTANCE OF 636.01 FEET TO THE POINT OF BEGINNING CONTAINING 7.53 ACRES MORE OR LESS.

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.



RECORD OF ACTION

DATE: 12-7-2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ13-23 REQUEST: Rezone ± 11.12 acres from

A-1 to I-1

Applicant: TJT Holdings, LLC

Subject Property Address: NW of E 45th St. and N. Harrison Ave.

Legal Description: ± 11.12 acres

Current Zoning: A-1 (Agricultural) Requested Zoning: I-1 (Limited Light Industrial)

Staff Recommendation: Approval - project design for stormwater and compatibility

=====

Planning Commission Meeting Date: 12/6/2023

PC Recommendation: Approval

Conditions: _____

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER		X	X			
JOHNSON	Approve		X			
REESE (CHAIR)			X			
MEW-PALMER			-	-	-	
BARRETT			X			
ROWELL			X			



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

Date: December 18, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing for a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District) property located northwest of the intersection of East 45th Street and North Harrison Avenue.
Case No.: RZ13-23 | Applicant: TJT Holdings, LLC

Background: The subject property is located northwest of the intersection of East 45th Street and North Harrison Avenue and contains approximately 11.12 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District). This rezoning application is associated with the rezoning application RZ12-23 and the application for a Preliminary Plat, Adcock Addition. Those applications are running concurrently with this request.

After the Planning Commission heard the item on December 6, 2023, the applicant requested the item be withdrawn. No further action is needed on this item.

Financial Impact: None

Attachments: Staff Report, Application, Notice to Publish, Record of Action

Staff Recommendation: No action required due to the application being withdrawn



Planning Commission Meeting – 12.6.2023 – City of Shawnee, Oklahoma

Staff Report | RZ13-23 | A-1 to I-1 | NW of E 45th St & N. Harrison Ave.

Date: 11.29.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District) property located northwest of the intersection of E. 45th Street and N. Harrison Avenue.
Case No. **RZ13-23** | Applicant: TJT Holdings, LLC

Background

The subject property is located northwest of the intersection of E. 45th Street and N. Harrison Avenue and contains approximately 11.12 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District). This rezoning application is associated with the rezoning application RZ12-23 and the application for a Preliminary Plat, Adcock Addition. Those applications are running concurrently with this request.

Discussion

The land adjacent to the north and east is zoned C-3 (Highway Commercial District). The property adjacent to the south is currently zoned A-1 (Rural Agricultural District), but a proposed rezoning to C-3 (Highway Commercial District) will be presented with application RZ12-23. To the southwest, the land is zoned I-2 (Light Industrial District), and the land to the west is zoned R-1 (Single-Family Residential District). The Comprehensive Plan Future Land Use Map (FLUM) indicates that the subject property has the designations of High-Density Residential and Greenway Land Uses. The proposed use may have potential conflicts with existing adjacent uses that may be resolved or minimized through project design. The applicant is aware that stormwater detention, landscaping, buffering, and screening shall be employed to minimize negative effects. The proposed zoning change is in conformance with the 2040 Comprehensive Plan with the appropriate project design.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of a public

hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district I-1 (Limited Light Industrial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM) with the appropriate project design.
- The proper notification for a public hearing was served.

Alternatives:

- Recommending Approval of Case No. RZ13-23 to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District) as requested by the applicant.
- Recommending Denial of the application for RZ13-23 to rezone the subject property.
- Recommending Deferral Case No. RZ13-23 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 **RZ13-23** to rezone the subject property from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District).

This rezoning application will be heard at the City Commission meeting on Monday, December 18, 2023, at 6:00 pm.



PLANNING COMMISSION APPLICATION

City of Shawnee
Community Development
Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: RZ13-23

Project Number: 20231924

Date Filed: 10-26-2023

Planning Commission Secretary

Received
Comm Dev
10/27/23

11/2/23
N. Campbell

10/31/23
Wynne

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 A-1 District to I-1 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): See Attached legal

LEGAL DESCRIPTION: See Attached legal

PROPERTY OWNER (S): TJT Holdings LC

PROPERTY AGENT (APPLICANT): TJT Holdings LC

APPLICANT'S ADDRESS: 3701 N Harrison

CITY: Shawnee STATE: OK ZIP: 74804

EMAIL ADDRESS: lmadcock@bodard.com

TELEPHONE NUMBER: (405) 273-7300 CONTACT NUMBER: (405) 878-6026

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
* See preliminary Plat. LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: A-1 CURRENT USE: Trash disposal

PROPOSED ZONING: I-1 PROPOSED USE: Undecided

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.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

lmadcock
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

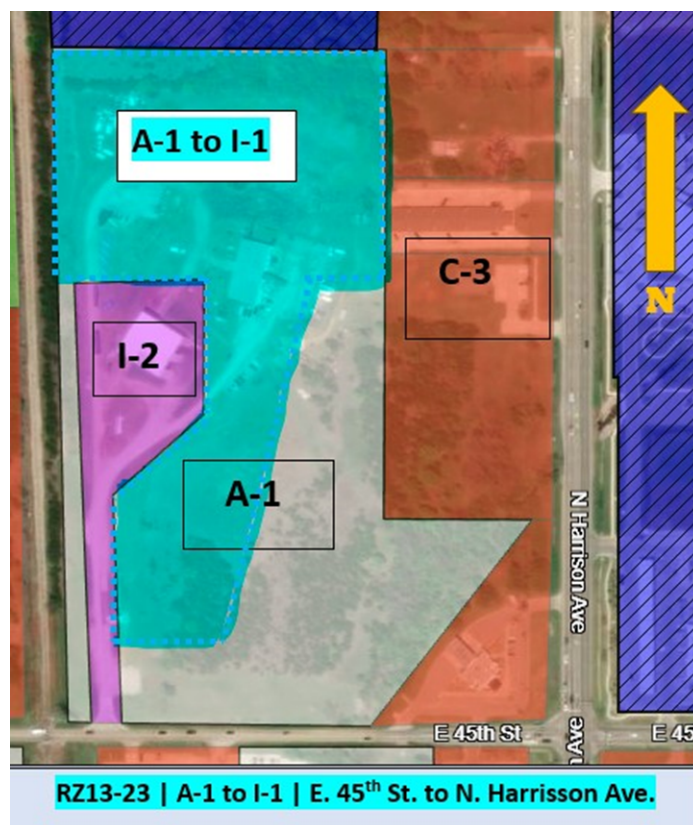
PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Publish November 10, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ13-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on December 6, 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 December 18, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ13-23**) to rezone from A-1 (Rural Agricultural District) to I-1 (Restricted Light Industrial District) on a parcel located northwest of the intersection of E. 45th Street and N. Harrison Avenue and described as:

A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OR THE SOUTHEAST QUARTER (SE/C SE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN; THENCE S89°30'59"W A DISTANCE OF 881.55'; THENCE N02°31'58"W FOR A DISTANCE OF 250.20 FEET TO THE POINT OF BEGINNING; THENCE N89°30'59"E A DISTANCE OF 325.22 FEET; THENCE N17°13'17"E A DISTANCE OF 171.91 FEET; THENCE A CURVE TO THE LEFT WITH A LENGTH OF 59.90 FEET, RADIUS OF 200.00', CHORD BEARING OF N08°38'27"E AND A DISTANCE OF 59.68 FEET; THENCE N00°03'37"E FOR A DISTANCE OF 243.52 FEET; THENCE A CURVE TO THE RIGHT WITH A LENGTH OF 63.75 FEET, RADIUS OF 200.00 FEET, CHORD BEARING OF N09°11'28"E AND A DISTANCE OF 63.48 FEET; THENCE N18°19'20"E FOR A DISTANCE OF 258.24 FEET; THENCE S89°38'44"E FOR A DISTANCE OF 69.00 FEET; THENCE N00°03'37"E FOR A DISTANCE OF 359.00 FEET; THENCE N89°59'51"E FOR A DISTANCE OF 680.29 FEET; THENCE S02°41'43"E FOR A DISTANCE OF 438.79 FEET; THENCE N87°28'03"E FOR A DISTANCE OF 302.70 FEET; THENCE S02°31'57"E FOR A DISTANCE OF 294.74 FEET; THENCE S52°08'37"W FOR A DISTANCE OF 269.64 FEET; THENCE S02°31'56"E FOR A DISTANCE OF 251.26 FEET TO THE POINT OF BEGINNING CONTAINING 11.12 ACRES MORE OR LESS.

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.



RECORD OF ACTION

DATE: 12-7-2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ12-23 REQUEST: rezone +/- 7.53 acres

From A-1 to C-3

Applicant: TJT Holdings, LLC

Subject Property Address: NW of E 45th St. and N. Harrison Ave.

Legal Description: ± 7.53 acres

Current Zoning: A-1 (Agricultural) Requested Zoning: C-3 (Highway Commercial)

Staff Recommendation: Approval - project design for stormwater and compatibility

=====

Planning Commission Meeting Date: 12/6/2023

PC Recommendation: Approval

Conditions: _____

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER		X	X			
PORTER			X			
JOHNSON			X			
REESE (CHAIR)			X			
MEW-PALMER			---	---	---	
BARRETT	Approve		X			
ROWELL			X			



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

Date: December 18, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Acknowledgment of the temporary closure of Celebration of Life Park to the public.

Background: A small pocket park located in the middle of downtown Shawnee, Celebration of Life Park is one of the City's 36 parks. In part due to the April 19 tornado impact, the park now lacks adequate park elements, and it is not enjoying the level of productive traffic it once did. This has resulted in an increase in unsanitary and destructive activities in the park.

It is for these reasons, that City staff will be moving forward with the temporary closure of the park, in order to preserve the property and address growing public health, safety, and welfare concerns.

Financial Impact: None

Attachments:

Staff Recommendation: For information only



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

Date: December 18, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of the following budget amendments for Fiscal Year 2023 – 2024:

Background: A budget amendment in the amount of \$1,121,700 across all funds should be considered.

IUPA Pay Plan – Over the last several months, City management has been in negotiations and reached an agreement with the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations (IUPA). Part of the changes to the Collective Bargaining Agreement (CBA) includes an adjustment to the pay plan. During the budget process, the City included an estimate for a pay plan adjustment in the amount of \$92,000 held in the City Manager Contingency account. This amount is in excess of the 2% required contingency. The actual pay plan changes equate to \$150,700, which requires a budget amendment of \$58,700. The amount for appropriation is as follows:

- \$132,496 – General Fund, Police Patrol, Regular Salaries & other personnel costs
- \$18,204 – General Fund, Criminal Investigation Div., Regular Salaries & other personnel costs
- (\$92,000) – General Fund, City Manager, Contingency

This amendment is funded by sales tax revenues exceeding budget estimates.

Santa Fe Depot Roof and Remodel – Requests for bids were advertised on October 23, 2023. Two bids were received, and the estimated amount of the construction is \$1,286,000. The original project allocation in the list of approved projects from the 2018 Half-cent Sales tax initiative was \$400,000. The City previously spent and encumbered a total of \$61,720 for a condition study and design services. Included in the FY23-24 Budget is \$338,280. This budget amendment will increase the budget to fund the construction estimates, including a small contingency. The amount for appropriation is as follows:

- \$1,063,000 – 2018 Capital Improvement Fund

This additional appropriation will be funded by fund balance.

Financial Impact: See budget amendment

Attachments:

Staff Recommendation: Approval of the item

City of Shawnee
2023-2024 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	14,692,210.00	58,700.00	14,750,910.00
							-
							-
				Total	14,692,210.00	58,700.00	14,750,910.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-51010			Regular Salaires	3,887,247.98	108,585.00	3,995,832.98
001	5-0620-51020			Overtime	365,138.80	7,182.00	372,320.80
001	5-0620-51120			Medicare	67,150.97	1,679.00	68,829.97
001	5-0620-51160			Police Pension	552,921.82	15,050.00	567,971.82
001	5-0630-51010			Regular Salaires	703,719.44	14,941.00	718,660.44
001	5-0630-51020			Overtime	62,993.50	964.00	63,957.50
001	5-0630-51120			Medicare	12,119.74	231.00	12,350.74
001	5-0630-51160			Police Pension	97,533.52	2,068.00	99,601.52
001	5-0110-53990			Contingency	903,301.00	(92,000.00)	811,301.00
					-	-	-
					6,652,126.77	58,700.00	6,710,826.77

Approved by the City Commission this

Explanation of Budget Amendment:

To fund a pay plan adjustment as a result of the FY23-24 Collective Bargaining Agreement with the Shawnee Police Association.

Approved:

Mayor _____

Attest: _____

City Clerk _____

On Date _____

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

City of Shawnee
2023-2024 Budget Amendment
2018 Capital Improvement 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
					-	-	-
							-
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
303	5-0510-54200			Capital Outlay-Bldgs & Improvement	351,054.00	1,063,000.00	1,414,054.00
							-
							-
							-
					-	-	-
					351,054.00	1,063,000.00	1,414,054.00

Approved by the City Commission this

Explanation of Budget Amendment:

To fund the Santa Fe Roof project with funds received in previous fiscal year being held for projects.

Approved:

Mayor _____
Attest: _____

City Clerk _____

On Date _____

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



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

Date: December 18, 2023
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Santa Fe Depot Roof and Exterior Rehabilitation (Award)

Background: The Santa Fe Depot has long been an important part of the history of the City of Shawnee, and was identified in the 2018 Capital Improvement Sales tax initiative. Through these sales tax collections, to date, staff have been working with GH2 Architecture for the design of an exterior rehabilitation and stabilization project in order to preserve the historic Santa Fe Depot. On December 15, 2022, the City Commission approved an amended agreement for GH2 to complete the final design documents and prepare for opening this project to receive bids.

On October 23, 2023, a notice to bidders was issued for the opening of this project. The project was advertised, a mandatory pre-bid conference was held on November 2, 2023, and staff received and opened bids on November 30, 2023.

City staff and GH2 Architecture have reviewed the bid proposals. Two (2) bids were received, and the base bids ranged from \$1,130,000.00 (low) to \$1,288,000.00 (high).

Staff recommends awarding the contract to Downey Contracting LLC, who submitted the lowest base bid, for the base bid and alternate four (4) for a total of \$1,286,000.00.

Financial Impact: \$1,286,000; funded from 2018 Capital Improvement Fund, Community Development, Capital Outlay-Buildings & Improvements, 303-5-0510-54200, Project No. 24-0510-05 - Santa Fe Depot Remodel

Attachments: Award Recommendation Letter, 2023-1012 Bid Tabulation, Technical Specifications 2023-1012, CD Plan Set 2023-1012, Bid Alternate List, Santa Fe Depot Addendum 1 2023-1012, Santa Fe Depot Addendum 2 2023-1012

Staff Recommendation: Award of the contract

December 4, 2023

Via Email: Danny.Vise@shawneeok.org

Mr. Danny Vise
City of Shawnee
Assistant City Manager
16 West 9th Street
Shawnee, OK 74801

RE: City of Shawnee – Santa Fe Depot Roof & Exterior Rehabilitation Bids

Dear Mr. Vise,

GH2 contacted both responsive bidders that submitted bids for the above referenced project. The two bidders were close in their bids for the base bid and alternates.

Based on the discussion between GH2 and the City of Shawnee, concerning the possible alternates to be accepted, GH2 would recommend awarding the contract with Downey Contracting for the scope of work associated with the Santa Fe Depot Roof and Exterior Rehabilitation.

We sincerely appreciate the opportunity to assist with this exciting project. Please contact me with any questions.

Sincerely,

GH2 ARCHITECTS, LLC

Mindy Gray, AIA
Architect

cc:

Timothy Herzer, AIA, Director of Historic Preservation Specialty Practice
Project File

Bidder	Renaissance Roofing, Inc.	Downey Contracting			
Bid Form	✓	✓			
Bid Security/Bid Bond	✓	✓			
Non-Collusion Affidavit	✓	✓			
Non-Discrimination Affidavit	✓	✓			
Anti-Kickback Affidavit	✓	✓			
Business Relationship Affidavit	✓	✓			
Addendums Acknowledged (1-2)	✓	✓			
Base Bid	\$1,288,000.00	\$1,130,000.00			
Alternate #1 / # of days	\$1,635,000.00	\$1,030,000.00			
Alternate #2 / # of days	\$442,000.00	\$265,000.00			
Alternate #3 / # of days	\$348,250.00	\$335,000.00			
Alternate #4 / # of days	\$156,500.00	\$156,000.00			
# of days for Base Bid	June 30, 2025	365 days			
Comments					

Alternate #1A \$1,889,700.00 \$1,739,000.00

City of Shawnee

Santa Fe Depot Roof & Exterior Stabilization

Technical Specifications

October 9, 2023



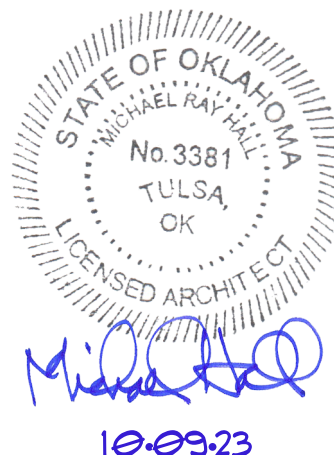
Owner:

City of Shawnee
16 West 9th Street
Shawnee, Oklahoma 74801

Architect:

GH2 Architects, LLC
320 South Boston Avenue, Suite 100
Tulsa, OK 74103
Phone: 918.587.6158
Fax: 918.587.0357

GH2 | PRESERVATION
ARCHITECTS[®]
Design. Service. Solutions.™



This page intentionally left blank

**SECTION 00 0110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 0110 - Table of Contents
- 00 1113 - Advertisement for Bids
- 00 2113 - Instructions to Bidders
- 00 4100 - Bid Form
- 00 5000 - Contracting Forms and Supplements
 - Contract
 - Performance Bond
 - Statutory Bond
 - Maintenance Bond
 - Con-Collusion Affidavit (Contract)
 - Claim or Invoice Affidavit
 - Appointment of Agent
 - Special Provisions
 - General Conditions

SPECIFICATIONS

DIVISION 01 -- GENERAL REQUIREMENTS

- 01 1000 - Summary
- 01 2000 - Price and Payment Procedures
- 01 2300 - Alternates
- 01 3000 - Administrative Requirements
- 01 3591 - Historic Treatment Procedures
- 01 4000 - Quality Requirements
- 01 5000 - Temporary Facilities and Controls
- 01 6000 - Product Requirements
- 01 7000 - Execution and Closeout Requirements
- 01 7800 - Closeout Submittals

DIVISION 02 -- EXISTING CONDITIONS

- 02 4100 - Demolition

DIVISION 04 -- MASONRY

- 04 0310 - Historic Masonry Cleaning
- 04 0323 - Historic Stone and Brick Unit Masonry Repointing
- 04 0342 - Historic Stone Masonry Repair

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- 06 0312 - Historic Wood Repair
- 06 1000 - Rough Carpentry

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- 07 0150.19 - Preparation for Re-Roofing
- 07 3213 - Clay Roof Tiles
- 07 5419 - Polyvinyl-Chloride (PVC) Roofing
- 07 9200 - Joint Sealants

DIVISION 08 -- OPENINGS

08 0314 - Historic Treatment of Wood Doors

08 0352 - Historic Treatment of Wood Windows

DIVISION 09 -- FINISHES

09 0391 - Historic Treatment of Plain Painting

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 1316 - Architectural Concrete Paving

**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

INSTRUCTIONS TO BIDDERS

**1.01 THE INSTRUCTIONS TO BIDDERS APPLICABLE TO THIS CONTRACT IS ATTACHED
FOLLOWING THIS PAGE.**

END OF SECTION

This page intentionally left blank

SECTION 00 1113
ADVERTISEMENT FOR BIDS
CITY OF SHAWNEE
Santa Fe Depot Roof & Exterior Stabilization

October 13, 2023

Owner: City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Architect: GH2 ARCHITECTS, LLC
320 South Boston, Suite 100
Tulsa, Oklahoma 74103
Project Manager: Mindy Gray
msg@gh2.com (E-mail)
918.587.6158 (Office)

Notice is hereby given that the City of Shawnee (Owner) will receive sealed bids at the Shawnee City Hall, 16 W. 9th St. until **3:00 PM** on the **20th** day of **November 2023**, for **Santa Fe Depot Roof & Exterior Stabilization** Project. Bids will be publicly opened and read aloud in the Commission Chambers at Shawnee City Hall November 20, 2023, at 3:00 p.m. Bids received after 3:00 p.m. will not be considered. Bidders are invited to be present when the bids are opened. Minority and small business owners are encouraged to submit bids.

Bids submitted by facsimile or e-mail will not be accepted. Bids submitted more than seventy-two (72) hours prior to closing time will not be accepted and will be returned.

Bids shall be submitted on the Bid Form provided in the project manual.

Bid documents and copies of specifications will be available beginning Monday October 23, 2023. Bidders may view a set of documents at the following plan rooms: Bid News, iSqFt, Construct Connect, Dodge Data & Analytics, and ePlan. Bidder is responsible for any printing of documents.

A **MANDATORY** Pre-Bid Conference will be held on **November 2, 2023 at 10:00am** at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, OK 74801.

Questions during the bidding phase should be addressed to the Architect, msg@gh2.com

Bidders are required to provide a Non-Collusion Affidavit, Non-discrimination Certificate, Anti-kickback Affidavit, Business Relationships Affidavit, and Bid Security in the amount of five percent (5%) of the bid in the form of a cashier's check, certified check, Surety Bid Bond, or an irrevocable letter of credit. Refer to Bidding Documents for additional information.

The Owner reserves the right to reject any or all bids and waive irregularities. Bids are required to be submitted under a condition of irrevocability for a period of 60 days after submission. The successful bidder will be required to submit statutory Payment, Performance, Defect and Maintenance Bonds prior to commencing work on the project.

For purposes of your bid, do not include any local or Oklahoma sales tax. The Owner will appoint the successful bidder its agent for the purpose of receiving tax exempt status on purchase of materials for this Contract only. Authority Oklahoma Statute Article 68 Paragraph 1356, 1983.

END OF SECTION

This page intentionally left blank

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The City of Shawnee (herein called the "Owner"), invites bids on the form attached hereto. All blanks must be appropriately filled in. Bids will be received by the Owner at the office of the City Clerk until **3:00 P.M., November 20, 2023**. The envelopes containing the bids must be sealed, addressed to the City of Shawnee, 16 West 9th Street, Shawnee, Oklahoma, and designated as Bid for the **Shawnee Depot Roof & Exterior Stabilization**. All bids that have been duly received will be publicly opened and read aloud by the City in the City Hall Commission Chambers of the City of Shawnee.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. The awarding of a contract to the lowest responsible bidder or bidders shall be made within sixty (60) days after the opening of bids unless the governing body of the awarding public agency, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of a public improvement where funds are utilized which are furnished by an agency of the United States Government.

2. Pre-Bid Conference

A mandatory pre-bid conference for prospective bidders will be held on November 2, 2023, at 10:00 A.M., in the Commission Chambers, City Hall, 16 West 9th Street, Shawnee, Oklahoma 74801. The purpose of this conference is to afford the prospective bidders the opportunity to ask questions relative to the project. The fact that a prospective bidder does not choose to attend will in no way affect his bid and the City of Shawnee (Owner) will in no way be bound by any statement made at this conference.

3. Preparation of Bids

Each bid must be submitted in a sealed, opaque envelope bearing on the outside the name of the bidder, his address and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

The following documents shall be submitted in the bid package:

- a. Bid Form (including acknowledging of any/all addenda)
- b. Bid Bond
- c. Non-collusion Affidavit (Bid)
- d. Non-discrimination Certificate
- e. Anti-kickback Affidavit
- f. Business Relationships Affidavit

4. Subcontracts

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

5. Telegraphic Modification

Shall not be accepted.

6. Method of Bidding

The Owner invites the following bid:

Completed Bid Form for the Shawnee Depot Roof & Exterior Stabilization for the City of Shawnee.

7. Qualifications of Bidders

Each Bidder shall be prepared, as requested by the Owner, to present evidence of experience, qualifications and financial ability to execute the terms of the Bid / Contract Documents. In determining the lowest, qualified, and best responsible Bid, the following elements shall be considered:

- A. Whether the Contractor(s) maintains a permanent place of business.
- B. Whether the Contractor(s) and/or their subcontractor(s) has adequate staffing, manpower and equipment to do the Work promptly and properly.
- C. Whether the Contractor(s) has suitable financial ability to meet the obligations incidental to the Work.
- D. Whether the Contractor(s) and/or their Subcontractor(s) has appropriate training and technical experience.
- E. Whether the Contractor(s) and/or their subcontractor(s) has a past record appropriate to the responsibilities and scope of the project.
- F. The Contractor(s) project references.
- G. The Contractor(s) bonding capacity and status.
- H. The Contractor(s) and/or their subcontractor(s) ability, capacity, and skill to perform the level of service required.
- I. Whether the Contractor(s) and/or their subcontractor(s) can perform the scope of work and/or provide the service promptly or within the time specified, without delay or interference, including but not limited to, past experience with the Owner or any duly constituted authority thereof.
- J. The character, integrity, reputation, judgment, experience and efficiency of the Contractor(s).
- K. The quality of performance of previous contracts or services.
- L. The previous and existing compliance by the Contractor(s) and/or their Subcontractor(s) with any laws and ordinances (Federal, State and/or local) relating to the scope of work or level of services required.
- M. The quality, suitability, availability, and adaptability of the goods, products, supplies, equipment, or contractual services to the particular use required.
- N. The operating cost, maintenance requirements, and performance data of major items of materials and equipment proposed by the Bidder.
- O. The ability of the Contractor(s) and/or their subcontractor(s) to provide future maintenance and service for the use of the subject of the Contract.
- P. The complexity, number, and scope of conditions of the Contract.
- Q. The bidders conformance to the Bid / Contract Documents.
- R. The Bidder's warranties, bonds, terms, and conditions.
- S. Whether the bid complies with the specifications, drawings, and other requirements herein.

8. Execution of the Contract

- A. The Owner reserves the right to accept any bid or portions thereof, or to reject any and all Bids or portions thereof, to waive any and all informalities not involving price, time or changes in the scope of work and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. The Owner also reserves the right to reject the Bid of any Bidder if the Owner believes that it would be in their best interest.
- B. Upon the request of the Owner, a Bidder(s) whose Bid is under consideration for award of Contract shall submit promptly to the Owner, satisfactory evidence indicating the Bidder's financial resources, construction experience and organization available for the performance of the Contract and the name of any alternate subcontractor(s) proposed for Owner approval.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract(s), each Bidder shall be prepared, upon written Notice of Award, to commence Work following the Owner's issuance of the Notice to Proceed.

9. Bid Security

Each bid must be accompanied by cash, certified check of the Bidder or a bid bond duly executed by

the Bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract. The awarding of a contract to the lowest responsible bidder or bidders shall be made within sixty (60) days after the opening of bids unless the governing body of the awarding public agency, by formal recorded action and for good cause shown, provides for a reasonable extension of that period, which extension period shall not in any event exceed fifteen (15) days where only state or local funds are involved, or not to exceed ninety (90) days on any award of contract for the construction of a public improvement where funds are utilized which are furnished by an agency of the United States Government.

10. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

11. Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **365** consecutive calendar days thereafter. Bidder must also agree to pay liquidated damages for each consecutive calendar day thereafter as hereinafter provided in General Conditions 208.07.

12. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ all methods or means as will not cause any interruptions of or interference with the work of any other contract.

13. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

- A. Should a Bidder find discrepancies in or omissions from the Bid Documents, or be in doubt as to their meaning or intent, he must notify and request a clarification from the Owner in writing. All interpretations and clarifications considered necessary by the Owner shall be issued to all Bidders of record as Addenda to the Bid Documents and shall become part of the Contract. All questions are to be received from the Bidders by Nov. 8th, 2023, by 5:00pm. Any questions received after this date, shall not be answered. The Owner shall not be responsible for oral clarification. All Addenda items issued during the time of bidding shall be covered in the Bid and acknowledged on the proposal.
- B. If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the meaning of any part of the Contract Documents shall submit questions, in writing, to the Owner for clarification or interpretation. The Owner shall log this request, obtain the appropriate answer, and if necessary, issue a response in the form of an Addendum to all bidders of record. The Bidder shall submit all requests to the following person:

Ms. Mindy Gray
GH2 Architects, LLC
320 South Boston Ave., Suite 100
Tulsa, Oklahoma 74103
Phone: (918) 587-6158
Email: msg@gh2.com

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed with return receipt requested to all prospective bidders (at the respective email addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents and shall be acknowledged on the proposal form.

14. Security for Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

15. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of this power of attorney.

16. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements

17. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

18. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his bid.

19. Disqualification of Bidders

No contract will be awarded to any persons, firm, partnership, company, or corporation in arrears to the City of Shawnee upon a debt or contract, or in default as surety or otherwise upon any obligation to the City of Shawnee.

20. Exemption from State and Local Sales Tax

Omit sales tax on this project in compliance with provisions set forth in Sections 1356(A), 1356(B) and 1356(I) of Title 68 of the Oklahoma Statutes. Both the named Contractor and subcontractors, in accordance with such Statutes and consistent with the Oklahoma Tax Commission Decision No. M8700147 in the execution of a public contract will be exempt after having been duly appointed as purchasing agents by the public entity. The Owner will appoint the Contractor and subcontractor as agents for the City of Shawnee for this project on a state and local sales tax exempt basis in accordance with the foregoing authorities. A copy of the Appointment of Agent form is included in the Contract Documents.

21. Noncollusion Affidavits:

- A. The Bidder shall be required to execute and submit as a part of his bid the Owner's Noncollusion Affidavit. Refer to the enclosed form 74 OS 85.22 (Bid)
- B. The Contractor (successful bidder) shall be required to execute and submit as a part of executing the Contract, the Owner's Noncollusion Affidavit. Refer to the enclosed form 74 OS 85-23 (Contract).

22. Nondiscrimination Certificate

The bidder shall be required to execute and submit as a part of their bid the Owner's Nondiscrimination Certificate. Refer to the enclosed form.

23. Anti-Kickback Affidavit

The bidder shall be required to execute and submit as a part of their bid the Owner's Anti-Kickback Affidavit. Refer to the enclosed form.

24. Proposal

Before submitting the Proposal, carefully examine all Bid Documents, visit the site, examine existing conditions and limitations, and include a sum to cover the cost of all items included in the Bid Documents. Failure or omission of the Bidder to receive or examine any form, instrument, Addendum or other documents, or visit the site and acquaint himself with existing conditions shall not relieve the Bidder from obligations with respect to his Bid or to Contract requirements. Submission of the Proposal shall be taken as prima facie evidence of the Contractor's acceptance of and intent to comply with the Bid Documents.

- A. Proposals shall be made only on the form provided in these specifications. All blank spaces on the form shall be completed (fully filled out), bids stated both in writing (words) and numerically, signatures signed in longhand, and form completed without interlineations, alteration or erasure. Oral, telegraphic or telephonic proposal or modifications shall no be accepted.
- B. Proposals may contain pre-approved alternate proposals in accordance with the conditions outlined in these Specifications.
- C. Proposals shall be delivered to the place designated, on or before the day and hour set for the opening of Bids. It is the sole responsibility of the Bidder to deliver the Proposal before the scheduled closing time. Bids received after the scheduled closing time shall be returned unopened.
- D. In the event of a discrepancy between prices quoted in writing (words) and those quoted numerically, writing shall govern. Unit Prices shall govern over totals. All prices shall include the furnishing of materials equipment, tools and all other facilities and performance of labor and services necessary for proper completion of the Work specified herein.
- E. Proposals shall not contain any recapitulation of the Work to be done.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda issued by the Owner. The Bidder must fill in the number and date of each addendum.
- G. Failure of the Bidder to properly fill out the Form of Proposal, provide proper bonding, or provide all necessary documents and affidavits as required by these Contract Documents, shall be grounds for rejection of the Bid by the Owner.

25. Bonds

- A. The Contractor(s) shall furnish and pay for a Performance Bond, Statutory Bond and Maintenance Bond in accordance with these documents. Furnish bonds in such form as the Owner may prescribe and with a surety company licensed to conduct business in the State of Oklahoma and acceptable to the Owner. The Bidder shall deliver said bonds to the Owner, no

later than fifteen (15) business days after the date of the Notice to Award. Failure or neglecting to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security shall be retained as liquidated damages.

- B. In lieu of the required Bonds, the Contractor(s) may provide an irrevocable letter of credit complying with the provisions of Sections 1 and 2, Title 61 of the Oklahoma Statutes: and containing such terms as may be prescribed by the Department of Central Services issued by a solvent financial institution insured by the Federal Deposit Insurance Corporation for the Benefit of the State of Oklahoma, on behalf of the awarding public agency, in a sum equal to the bond price, to ensure the proper and prompt completion of the Work in accordance with the provisions of the contract and bidding documents and to protect the awarding public agency against defective workmanship and materials for a period of two (2) years after final acceptance of the Project by the Owner.

26. Subcontractors, Suppliers, and Others

- A. If the Owner, after due investigation, has a reasonable objection to any proposed subcontractor or supplier, other person or organization, the Owner will request the apparent successful bidder to submit an acceptable substitute without an increase in the Bid Price. Prior to the Notice of Award, if the apparent successful bidder declines to provide the acceptable substitute for the project, the Owner may, at their option, award the contract to the next qualified bidder. If the Owner awards the contract to another bidder, the bid security will be returned to the original apparent successful bidder.
- B. No Contractor shall be required to employ a subcontractor, supplier, or other person and/or organization against whom the Contractor has reasonable objection.

27. Surface and Subsurface Conditions

The bidder shall exercise due diligence in making determinations which would concern any complications or difficulties due to surface or sub-surface conditions. Accordingly, based upon Contractor's due diligence, the City of Shawnee is indemnified from any additional work, additional costs whatsoever incurred arising out of sub-surface water, clay conditions, soil conditions, or other difficulties or hardships which might arise as a result of surface or sub-surface conditions of a geographical or hydrological nature.

28. METHOD OF PAYMENT

- A. The Contractor(s) shall be paid for installed materials (Work completed in place), which have been approved by the Owner, based upon the prices identified on the Proposal.
- B. The Contractor(s) shall submit monthly invoices for consideration by the Owner. The invoices shall be submitted on a form approved by the Owner. The invoices will clearly itemize the amount of each material installed, the prices, the total for each item, and the total amount.
- C. The Owner will withhold five (5%) percent retainage from each invoice until completion of the project and final written approval by the Owner (acceptance of the installed Work).

29. Affidavit of Claimant

With each pay estimate the Contractor shall execute a copy of the Affidavit of Claimant included in the Contract Documents.

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

1.02 FOR:

- A. Project: City of Shawnee Santa Fe Depot Roof & Exterior Stabilization
B. Architect's Project Number: 20200149

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by GH2 Architects, LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. Alternate #1 Bid: Full Roof Replacement
_____ dollars
(\$ _____), in lawful money of the United States of America.
- D. Alternate #2 Bid: Wood Window and Wood Door Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- E. Alternate #3 Bid: Additional Building Exterior Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- F. Alternate #4 Bid: Site and Paving Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- G. We have included the required security deposit as required by the Instruction to Bidders.
- H. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- I. All applicable federal taxes are excluded and State of Oklahoma taxes are excluded from the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by _____ (Bidder to enter completion date or time frame.)

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # _____ Dated _____.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.
 - 5. Addendum # _____ Dated _____.

1.09 BID FORM ATTACHMENTS

- A. The following Attachments are attached to this Bid Form and are considered an integral part of this Bid Form:
 - 1. Bid Bond
 - 2. Non-Collusion Affidavit (Bid)
 - 3. Non-Discrimination Certificate
 - 4. Anti-Kickback Affidavit
 - 5. Business Relationships Affidavit

1.10 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

(Authorized signing officer, Title)
(Seal)

(Authorized signing officer, Title)

END OF SECTION

NON-COLLUSION AFFIDAVIT (BIDDING)

STATE OF OKLAHOMA; COUNTY OF _____

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

1. (S)He is the dully authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and the City of Shawnee or employees, as well as facts pertaining to the giving or offering of things of value to City of Shawnee or employees in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. (S)He is fully aware of the facts and circumstances surrounding the makeup of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidders direction or control has been a party:
 - a. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. To any collusion with any City official or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. In any discussions between bidders and any City official or employees concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Signed _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 202_____.

Notary Public

My Commission Expires: _____

NON-DISCRIMINATION CERTIFICATE

STATE OF OKLAHOMA; COUNTY OF _____

I, _____ do here by certify that I
am the _____ of the _____, a
corporation, partnership, or sole proprietorship.

I further certify that I have this date, submitted a bid to the **City of Shawnee, Oklahoma**
pursuant to the solicitation for bids dated _____, 202____.

I certify that if I am the successful Bidder on the Project, I will not discriminate against anyone
in the employment or employment practices because of race, creed, color, sex, national,
origin, religion, handicap or age. I will comply with all federal and state laws and executive
orders concerning the subject of nondiscrimination.

By: _____

Title

SUBSCRIBED AND SWORN to before me this _____ day of _____, 202____.

Notary Public

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

STATE OF OKLAHOMA; COUNTY OF _____

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

1. He/she is the duly authorized agent of _____, the CONTRACTOR under the contract which is attached to this statement for the purpose of certifying the facts pertaining to the offering or giving of money or other things of value directly or indirectly to government personnel in order to procure said contract.
2. He/she is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of The City of Shawnee or the Shawnee Public Works Authority, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Authorized Agent

SUBSCRIBED AND SWORN to before me this _____ day of _____, 202_____.

Notary Public

My Commission Expires: _____

BUSINESS RELATIONSHIPS AFFIDAVIT

STATE OF _____ }

SS COUNTY OF _____ }

_____, of lawful age, being first duly sworn, on oath,
says that (he/she) is the agent authorized by the Bidder to submit the attached Bid.

Affiant further states that the nature of any partnership, joint venture, or other
business relationship presently in effect, or which existed within one (1) year prior to the date of
this statement with the architect, engineer, or other party to the project is as follows:

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

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

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

Signed _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 202____.

Notary Public

My Commission Expires: _____

**SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank

CONTRACT

Shawnee Depot Roof & Exterior Stabilization

THIS CONTRACT AND AGREEMENT, made and entered into this _____ day of _____, 202____, by and between **The City of Shawnee, Oklahoma**, Party of the First Part, hereinafter termed "Owner" and _____ Party of the Second Part, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, The City of Shawnee, Oklahoma (Owner) has caused to be prepared in accordance with law, certain Plans, Specifications, and other Bidding Documents for The Work hereinafter described and has approved and adopted all of said Bidding Documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed Proposals for the furnishing of all labor and materials for _____ as outlined and set out in the Bidding Documents and in accordance with the terms and provisions of said Contract; and,

WHEREAS, Contractor, in response to said Solicitation for Bids, has submitted to Owner in the manner and at the time specified, a sealed Proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, in the manner provided by law, has publicly opened, examined, and canvassed the Proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible Bidder on the above-described project, and has duly Awarded this Contract to said Contractor, for the sum name in the Proposal, to-wit: _____ Dollars (\$ _____):

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

1. The Contractor shall, in a good and first-class, workmanlike manner, at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said Work in strict accordance with this Contract and the following Contract Documents:

_____ all of which documents are on file in the office of the Owner: **The City of Shawnee, Oklahoma at 16 West 9th Street, Shawnee, Oklahoma 74801**, and are made a part of this Contract as fully as if the same were herein set out at length, with the following additions and exceptions: (If none, so state) _____

2. The Owner shall make payments to the Contractor in the following manner: On or before the last working day of each month, the agency engineer, or other appropriate person, will make accurate estimates of the value, based on contract prices, of work done and materials incorporated in The Work and of materials suitably stored at the site thereof during the preceding calendar month. The Contractor shall furnish to the agency engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit as required by Senate Bills 469 and 565 of the 1974 Legislature.

- 2-a. Contractor expects to store during the construction period certain materials and equipment on site. Contractor assumes full responsibility for any theft, loss or damage to materials stored on site. The City of Shawnee assumes no responsibility for any loss, damage or theft of any equipment, tools or supplies occurring during period of construction.

3. On completion of The Work, but prior to the acceptance thereof by the Owner, it shall be the duty of the agency engineer, or other appropriate person, to determine that said Work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination said official shall make his final certificate to the Owner. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said Work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the Surety on the Contract Bonds for payment of the final estimate to the Contractor; thereupon, the final estimate (including retainages) will be approved and paid.
4. The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first abovewritten.

PARTY OF THE SECOND PART:

CONTRACTOR: _____

By _____
Title: _____

ATTEST:

Title: _____

(SEAL)

PARTY OF THE FIRST PART:

OWNER: City of Shawnee, Oklahoma

By _____
Mayor

ATTEST:

City Clerk

(SEAL)

STATE OF _____ }

} SS
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, on oath says that (he/she) is the agent authorized by Contractor to submit the above Contract to the Owner.

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

Title: _____

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of _____, 202____.

Notary Public

My Commission Expires:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as Principal, and _____, a corporation organized under the laws of the State of _____ Oklahoma and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto **The City of Shawnee, Oklahoma** (Owner) in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 202____.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with **The City of Shawnee, Oklahoma** (Owner), dated this _____ day of _____, 202____, for the **Shawnee Depot Roof & Exterior Stabilization** in compliance with the Plans and Specifications therefore, made a part of said Contract and on file in the office of **The City of Shawnee, Oklahoma** (Owner) at 16 West 9th Street, Shawnee, Oklahoma 74801.

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

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

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

PRINCIPAL:

ATTEST:

By _____

SURETY:

By _____

Attorney-in-Fact

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, as principal,
and _____ a Corporation organized under the laws
of the State of Oklahoma, and authorized to transact business in the State of Oklahoma as Surety, are held
and firmly bound unto the **State of Oklahoma**, in the penal sum of _____
Dollars (\$_____) lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors
and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 202__.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, the said

has on this _____ day of _____, 202__, entered into a written contract
with **The City of Shawnee, Oklahoma** for the **Shawnee Depot Roof & Exterior Stabilization** according to
the plans and specifications attached to said contract, which include the furnishing of all necessary labor,
tools, equipment and materials, in accordance with the plans and specifications contained in said contract
and made a part thereof, which contract, plans and specifications are by reference thereto made a part of
this Bond.

NOW, THEREFORE, if said _____
shall pay all indebtedness incurred for labor, tools, equipment or materials furnished or consumed in
connection with the construction of the said contract work, then this obligation shall become null and void;
otherwise, to be in full force and effect.

PRINCIPAL

By: _____
Signature & Title

ATTEST:

SURETY:

By: _____
Attorney-in-Fact

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
as Principal, and _____
a corporation organized under the laws of the State of _____
and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto
The City of Shawnee, Oklahoma (Owner) in the penal sum of _____ Dollars
(\$ _____) in lawful money of the United States of America for the payment of which, well and truly
to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors,
and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 202__.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with **The City of Shawnee, Oklahoma**
(Owner) dated _____ 202__, for the **Shawnee Depot Roof & Exterior Stabilization** all in
compliance with the plans and specifications therefore, made a part of said Contract, and on file in the office
of **The City of Shawnee, Oklahoma** (Owner) at **16 West 9th Street, Shawnee, Oklahoma 74801**.

NOW, THEREFORE, if said Principal shall pay or cause to be paid **The City of Shawnee, Oklahoma** (Owner) all damage, loss and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years for all projects, from and after acceptance of said project by **The City of Shawnee, Oklahoma** (Owner); and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold **The City of Shawnee, Oklahoma** (Owner) harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

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

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

PRINCIPAL:

By: _____
Signature & Title

ATTEST:

SURETY:

By _____
Attorney-in-Fact

NON-COLLUSION AFFIDAVIT (CONTRACT)

STATE OF OKLAHOMA; COUNTY OF _____

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

1. (S)He is the dully authorized agent of _____, the CONTRACTOR under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving or offering of giving of things of value to government personnel in order to procure said contract; and
2. (S)He is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of The City of Shawnee, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Signed _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 202____.

Notary Public

My Commission Expires: _____

CLAIM or INVOICE AFFIDAVIT

STATE OF OKLAHOMA)

) SS

COUNTY OF _____)

The undersigned Contractor, of lawful age, being first duly sworn, on oath says that his invoice or claim is true and correct. Affiant further states that the work and materials as shown by this claim have been completed in accordance with the Plans, Specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment, given or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State, County, City or Authority of money or any other thing of value to obtain payment or the Award of this Contract.

Contractor

Subscribed and sworn to before me this _____ day of _____, 202__.

Notary Public

My Commission Expires:

APPOINTMENT OF AGENT

The City of Shawnee, Oklahoma hereafter referred to as the "City" does hereby appoint _____, (an individual, partnership, or corporation) doing business in Oklahoma acting through its officers and employees, hereafter referred to as "Agent" of the City for the sole purpose of completing **Shawnee Depot Roof & Exterior Stabilization** under a contract dated the _____ day of _____, 202__, being constructed in Shawnee, Oklahoma, hereafter referred to as the "Project" for the use of the City. Agent agrees to act as Agent for the City subject to the provisions of this Appointment.

Legal title to all tangible personal property purchased, and the right to direct the use of all tangible personal property rented, by the Agent pursuant to this Appointment shall pass directly from the vendor to the City. Agent shall designate on its purchase orders and elsewhere as appropriate when it is making purchases pursuant to this appointment, following legend:

_____ has been appointed Agent for the City of Shawnee, Oklahoma for the purpose of the property described herein. Upon passage of title all of such property will be included in the project owned by the City. Title to all such property shall pass to said City from the vendor F.O.B. place specified in this purchase order. All such property is exempt from Oklahoma sales and use taxes and /or City sales tax."

Rental agreements relating to such property shall contain suitable provisions which disclose the Agent's agency and indicate that no Oklahoma sales or use tax or City sales tax is payable.

Agent agrees no to purchase or rent any tangible personal property pursuant to this Appointment unless such property is authorized for inclusion in or exclusive use in the construction of the Project described above. Agent shall not have the power to appoint any other person or entity as Agent for the City.

Agent shall be responsible in a separate capacity for payment of the purchase price or other consideration for the property purchased or rented as Agent and shall not have the power to bind the City to any financial or other commitments or obligations. Agent shall hold the City harmless from any liability for or arising out of the purchase, rental or use of the property purchased or rented hereunder.

This Appointment shall be effective upon execution by the City acting through the City Manager and by the Agent and shall be binding upon the successors of the parties hereto.

Executed by the undersigned Manager of the City of Shawnee, State of Oklahoma, on behalf of the City of Shawnee, on this _____ day of _____, 202__.

CITY OF SHAWNEE, OKLAHOMA

BY: _____
City Manager

Tax Exemption Number

ATTEST: _____
City Clerk

AGENT'S MAILING ADDRESS: Company Name: _____

Address: _____.

City, State, Zip: _____

SPECIAL PROVISIONS

101 EXISTING UTILITIES

Contractor shall be responsible for locating existing utilities in the area of construction prior to any work being done. All conflicts should be reported to the Engineer. Any work done in the area of a conflict without the Engineer's knowledge shall be at the Contractor's own risk.

102 SALVAGEABLE MATERIALS

All materials which are salvageable, as determined by the Engineer and/or Owner, shall remain the property of the Owner. Those materials deemed to be unsalvageable shall be properly disposed of by the contractor.

103 TESTING

The Owner will have performed and pay for the costs of all tests required by the Engineer such as densities and concrete strength. Contractor shall assist as required, in the performance of these tests.

Re-testing required by the failure of original tests not meeting the specifications will be required by the Owner to be paid for by the contractor.

104 CONSTRUCTION LINES AND GRADES

The new fence shall be located on the same alignment as the existing fence where an existing fence exists. If an existing fence does not exist the new fence shall be located at a location established by the Owner.

It shall be the responsibility of the Contractor to set, protect and maintain basic control points to define the existing fence location until the new fence is installed.

105 UNDERGROUND INSTALLATIONS AND STRUCTURES

Pipelines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the drawings according to information available to the Engineer; however, all lines actually existing may not be shown. The Contractor shall make every effort to locate all underground pipelines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of trench excavation.

106 UNFORESEEN CONDITIONS

The bidder shall exercise due diligence in making determinations which would concern any complications or difficulties due to surface or sub-surface conditions. Accordingly, based upon Contractor's due diligence, the City of Shawnee is indemnified from any additional work, additional costs whatsoever incurred arising out of sub-surface water, clay conditions, soil conditions, or other difficulties or hardships which might arise as a result of surface or sub-surface conditions of a geographical or hydrological nature.

107 WORKING DAYS

The calendar days in this contract have been established based on the average number of working days each month base on ODOT standards. The Contractor is to submit a request for adverse weather days with each Pay Application. The City of Shawnee and the Design Consultant, will provide a response including acceptance or denial of adverse weather days.

108 PAY ITEMS

Any work shown on the plans or required for a complete project and not covered by a bid item shall be considered incidental to the project and included in the price for listed bid items.

GENERAL CONDITIONS

SECTION 201 - DEFINITION OF TERMS

201.1 **DEFINITIONS:**

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these Specifications in the Contract, or in the Advertisement, or any Document, or instrument herein contemplated, or to which these Specifications apply, the intent and meaning shall be interpreted as follows:

AASHTO - The American Association of State Highway and Transportation Officials.

Act of God - An earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God.

Advertisement - All of the legal publications pertaining to The Work contemplated or under Contract.

AGA - The American Gas Association

ANSI - The American National Standards Institute (formerly the American Standards Association).

Architect, Landscape Architect or Engineer – Architect, Landscape Architect or Engineering Company or their duly authorized agents.

ASA - The American Standards Association. (Now designated as the American National Standards Institute.) ASA and ANSI, where used in these Specifications, shall denote the American National Standards Institute.

ASTM - The American Society for Testing Materials.

Award - The decision of the Owner to accept the Proposal of the lowest and best Bidder for The Work, subject to the execution and approval of a satisfactory Contract and the required Bonds therefore, and to such other conditions as may be specified or otherwise required by law.

AWWA - The American Water Works Association.

Beneficial Occupancy - A period in time determined by the Engineer when the Owner permanently occupies The Work or a portion thereof. The Contractor will be required to furnish a release from his Surety and from his insurance carrier prior to the establishment of beneficial occupancy.

Bidder - Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a Proposal for The Work contemplated.

Change of Address - It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

Contract - The Agreement covering the performance of The Work described in the Contract Documents including all supplemental agreements thereto and all General and Special Conditions pertaining to The Work or materials thereof.

Contract Documents - The Contract Documents comprise the following documents, including all additions, deletions and modifications incorporated therein:

- A. Legal and Procedural Documents
 - 1. Advertisement
 - 2. Instructions to Bidders
 - 3. Proposal
 - 4. Proposal Guaranty
 - 5. Contract
 - 6. Performance Bond
 - 7. Statutory Bond
 - 8. Maintenance Bond
 - 9. Experience and Equipment Questionnaire (if required)
 - 10. Special Equipment Questionnaire (if required)
 - 11. Addenda
 - 12. Change Orders
- B. Special Conditions of the Contract
- C. General Conditions of the Contract
- D. Detailed Specification Requirements
- E. Drawings - Bound separately or with the Specifications

Contractor - The person or persons, partnership, company, firm or corporation entering into Contract for the execution of The Work, acting directly or through a duly authorized representative.

Drawings - Those listed in the Index to Specifications and Drawings with all Addenda thereto.

Engineer - The City of Shawnee Engineers or their duly authorized agents.

Furnish - To supply.

Maintenance Bond - The approved form of security furnished by the Contractor and his surety as a guarantee that he will maintain The Work constructed by him in good condition for the period of time required.

Owner - The Owner named in the Contract Documents.

Performance Bond - The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute The Work in accordance with the terms of the Contract.

Plan or Plans - All of the Drawings pertaining to the Contract and made a part thereof, including such supplementary Drawings as the Engineer may issue from time to time, in order to elucidate other Drawings for the purpose of showing changes in The Work as authorized under the Section, "Changes and Alterations", or for showing details not shown thereon.

Proposal - The offer of a Bidder to perform The Work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

Proposal Guaranty - The cashier's check or Bidder's Bond accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the Owner for the Construction of The Work, if the Contract is awarded to him.

Provide - To furnish and erect or install.

Special Conditions - The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the Standard Specifications and taking precedence over any conditions or requirements of the Standard Specifications with which they are in conflict.

Specifications - The Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the detailed Technical Specification requirements, with all Addenda thereto.

Statutory Bond - The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full all bills and accounts for materials and labor used in the construction of The Work, as provided by law.

Subcontractor - Any person, firm or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

Surety - The person, firm or corporation who executes the Contractor's Performance Bond.

The Work - All work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.

Working Day - Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer for at least six (6) hours, toward completion of The Work. When it is desirable for any cause to increase the normal working schedule beyond there herein defined, the Contractor shall provide the Engineer with at least twenty-four (24) hours prior notice so that the Engineer and/or Owner may provide for inspection to The Work of the Contractor during such abnormal circumstances.

Written Notice - Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

SECTION 202 - PROPOSAL REQUIREMENTS AND CONDITIONS

202.01 CONTENTS OF PROPOSAL FORM

The Owner will furnish Bidders with Proposal Forms which will state the general location and description of the contemplated Work and which will contain a list of the items of Work to be done or materials to be furnished and upon which Bid prices are asked. The Contract Form will state the time limits for commencing and for completing The Work and will provide for entering the amount of the Proposal Guaranty. The Proposal Form will contain a Non-Collusion Affidavit.

202.02 INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a Bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed Documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such Documents. The Owner will not be responsible for any other explanations or interpretations of the proposed Documents.

The Drawings are not intended to be scaled for dimensions, and if dimensions not shown on the Drawings are

required, the Contractor shall request them from the Engineer. Where existing utility lines or other sub-surface obstructions are shown on the Drawings, the same have been located as nearly as practicable from information furnished by owners of such, and from such surface indications as may exist at the work site. Such obstructions are shown for the purpose of advising the Contractor that they may interfere with the work to be done hereunder, but not for the purpose of indicating that the work can be performed without such interference.

202.03 EXAMINATION OF DOCUMENTS AND SITE OF WORK

Bidders are required, prior to submitting any Proposal, to read carefully the Specifications, the Proposal, Contract and Bid Forms, to examine carefully all Plans on file with the Owner; to visit the site of The Work; to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of The Work and all attending circumstances affecting the cost of doing The Work or the time required for its completion and obtain all information required to make an intelligent Proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the Proposal may be based. It is mutually agreed that submission of a Proposal will be evidence that the Bidder has made the examinations and investigations required herein.

Where soundings are shown on the drawings, the depths are determined by driving a drill rod, using the chum method with water lubrication, to a maximum depth of nine feet or to refusal, whichever is lesser in depth. By showing soundings on the drawings, the City represents only that material of hardness and character which could be penetrated by a drill rod found above the depth of sounding as shown at the point where the drill rod was driven.

Where exploratory drilling is indicated to have been performed on the plans, boring logs will be available for review at the office of the Engineer. The logs will be furnished for information purposes only, and are not to be construed as a true representation of actual subsurface conditions.

202.04 PREPARATION OF PROPOSAL

The Bidder shall submit his Proposal on the Forms furnished by the Owner or the Engineer. All blank spaces in the Proposal Forms shall be correctly filled in and the Bidder shall state the prices, written in ink or typewritten, both in words and numerals, for which he proposes to do The Work contemplated or furnish the materials required.

The Contractor shall include in his Proposal the cash allowances that may be stated in the Special Conditions. The Contractor shall purchase the "Allowed Materials" by soliciting bids, as directed by the Engineer or Owner. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance", the Contract price shall be adjusted accordingly. The adjustment in Contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.

Wherever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the Documents including the Proposal, they are given for use in comparing Bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete The Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

All prices shall be written distinctly and legibly. In case of conflict between words and numerals, the words will govern. If the Proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the Proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the Proposal signed by a member of the firm or partnership as a person duly authorized. If the Proposal is made by a company or corporation, the company or corporate name

and the state under the laws of which said company or corporation is chartered and the business address must be given and one Proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or others to sign Proposals must be properly certified and must be in writing and on file with the Owner.

202.05 PROPOSAL AFFIDAVIT

Each Proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the Proposal executed said Proposal in behalf of the Bidder therein named and that he had lawful authority to do so and that said Bidder has not directly or indirectly entered into any agreement, expressed or implied, with any other Bidder or Bidders having for its object the controlling of the amount of such Bid or any Bids, the limiting of Bids or Bidders, the parceling or farming out to any Bidder or Bidders or other persons of any part of the Contract or any Bid or the subject matter of the Bid or of the profits thereof, and that he has not and will not divulge said sealed Bid to any person whatever except those having a partnership or other financial interest with him in said Bid, until after the said sealed Bids are opened.

202.06 PROPOSAL GUARANTY

Proposals will not be considered unless the original filed with the Owner is accompanied by a Bidder's Bond or certified or cashier's check in the required amount, made payable to the Owner. The guaranty shall be in the amount as designated in the Advertisement. The Proposal Guaranty is required as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder will execute the Contract and furnish the required Bonds within the required time.

202.07 QUESTIONNAIRES

Experience and Equipment Questionnaire are not required for this project.

202.08 FILING OF PROPOSALS

Proposals shall be submitted in accordance with the requirements of the "Notice to Bidders" and the "Instructions to Bidders". Each proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

202.09 WITHDRAWAL OF PROPOSALS

Permission will not be granted to withdraw or modify any Proposal after it has been filed and before the time set for opening Proposals. Request for non-consideration of Proposals must be made in writing, addressed to the Owner and filed with the Owner or his duly authorized representative before the time set for opening Proposals. After other Proposals are opened and read, the Proposal for which withdrawal is properly requested will be returned unopened.

202.10 OPENING OF PROPOSALS

The original Proposals filed with the designated Owner's representative shall be opened in the presence of the Owner at the time stated in the Advertisement and shall thereafter remain on file in the office of said Owner's representative forty-eight (48) hours before any Contract will be entered into based on such Proposals.

Bidders are invited to attend the meeting for opening Proposals at the time set.

202.11 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate Bids or irregularities of any kind. However, the Owner reserves the right to waive technicalities as to changes, alterations or reservations and make the Award in his best interest.

202.12 REJECTION OF PROPOSALS

The Owner reserves the right to reject any or all Proposals, and all Proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- A. Proposal received after the time limit for receiving Proposals as stated in the Advertisement.
- B. Proposal prices obviously unbalanced.
- C. Summation of Proposal prices on any one project above the Engineer's estimate of cost for such project.
- D. Proposal containing any irregularities.

202.13 DISQUALIFICATION OF BIDDERS

Bidders will be disqualified and their Proposals not considered for any of the following specific reasons:

- A. Where more than one Proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such Proposals are not identical in every respect.
- B. Reasonable grounds for believing that any Bidder is interested in more than one Proposal for The Work contemplated or materials to be furnished.
- C. Reason for believing that collusion exists among the Bidders.
- D. The Bidder being in arrears on any existing contracts, interested in any litigation against the Owner or having defaulted on a previous contract.
- E. Lack of competency, as revealed by the Financial Statement, Experience and Equipment Questionnaires, etc.
- F. Uncompleted work which, in the judgment of the Owner, will hinder or prevent the prompt completion of additional Work, if Awarded.

SECTION 203 - AWARD AND EXECUTION OF CONTRACT

203.01 CONSIDERATION OF PROPOSALS

After the Proposals are opened, those Proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the Contract, the Owner reserves the right to reject any or all Proposals, to waive irregularities and to advertise for new Proposals or proceed to do The Work otherwise when the best interests of the Owner will be promoted thereby.

203.02 AWARD OF CONTRACT

The Owner reserves the right to withhold the Award of the Contract for a reasonable period of time from the date of opening the Proposals and no Award will be made until the necessary investigations are made as to the responsibility of the low Bidder. No Contract will be Awarded until at least forty-eight (48) hours after opening the Proposals. The Awarding of the Contract shall give the Bidder no right of action or claim against the Owner upon such Contract until the execution of the Contract shall have been completed and the Contract delivered to the Contractor. The Owner reserves the right to Award all or any portion or portions of The Work.

203.03 RETURN OF PROPOSAL GUARANTY

As soon as the Proposal prices have been compared, the Owner may, at his discretion return the Proposal Guaranties accompanying those Proposals which, in his judgment, would not be considered in making the Award. After the Award is made, only the successful Bidder's Proposal Guaranty will be retained until the required Contract and Bonds have been executed, after which it will be returned to the Bidder. Should the Awarding of the Contract be delayed more than thirty (30) days, all Bidders' Guaranties will be returned, unless such delay is from causes beyond the control of the Owner and in such event, the Proposal and Bidder's Guaranty, of any Bidder, will be returned at the Bidder's option.

203.04 SURETY BONDS

With the execution and delivery of the Contract, the Contractor shall furnish and file with the Owner in the amounts required, the following Surety Bonds:

- A. A Performance Payment Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing the full and faithful execution of The Work and performance of the Contract and for the protection of the Owner and all property owners interested against any damage by reason of negligence of the Contractor, or the improper execution of The Work or the use of inferior materials.
- B. A good and sufficient Statutory Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.
- C. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) of the total amount of the Contract, guaranteeing the maintenance in good condition of such improvements for a period of one (1) year from and after the time of the completion and acceptance by the Owner of said improvements.

No Surety will be accepted who is now in default or delinquent on any Bond or who is interested in any litigation against the Owner. All Bonds shall be made on forms furnished by the Owner and shall be executed by Surety companies licensed to do business in the State of Oklahoma, and who are acceptable to the Owner. Each Bond shall be executed by the Contractor and the Surety.

Should any Surety on the Contract be determined unsatisfactory at any time by the Owner, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the Owner.

No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and have been accepted by the Owner. The Contract shall not be operative, nor shall any payments be due until approval of the Bonds has been made by the Owner.

203.05 EXECUTION OF CONTRACT

The person or persons, partnership, company, firm or corporation to whom a Contract is Awarded shall within ten (10) days after such Award sign the necessary agreements entering into the required Contract with the Owner and execute and deliver the required Bonds.

No Contract shall be binding on the Owner until it has been approved by the Owner's Attorney, executed by the Owner and delivered to the Contractor.

203.06 FAILURE TO EXECUTE CONTRACT

Upon failure of the Bidder to execute the required Bonds or to sign the required Contract within ten (10) days after the Contract is Awarded, he will be considered to have abandoned his Proposal and the Owner may annul the Award. By reason of the uncertainty of market prices of the materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the Owner would be put by reason of Bidder's failure to execute said Bonds and Contract within ten (10) days, the Proposal Guaranty accompanying the Proposal shall be the agreed amount of damages which the Owner will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the Owner as liquidated damages. The filing of a Proposal will be considered as an acceptance of this provision.

SECTION 204 - SCOPE OF WORK

204.01 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of The Work unless specifically noted otherwise. The Contractor shall do all The Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

204.02 CONFLICT

If there be conflicting variance between the Plans and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract, or any modifications thereof, and the Detailed Technical Specification Requirements, the Detailed Specification Requirements shall control.

Where a standard American Society for Testing Materials, American Concrete Institute, American Standards Association, American Water Works Association, or other agency designation is specified for a material, that designation shall be the current revision, either tentative or adopted. If a referenced specification is in disagreement with these specifications, the City of Shawnee specifications shall govern.

204.03 DISCREPANCIES IN PLANS

Any discrepancies found between the Plans and Specifications and site conditions or any errors or omissions in the Plans or Specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any Work done by the Contractor after his discovery of such discrepancies, errors, or omissions shall be done at the Contractor's own risk.

204.04 ADEQUACY OF PLANS AND SPECIFICATIONS

Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the Owner. The complete requirements of The Work to be performed under the Contract shall be set forth in Plans and Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. Plans and Specifications furnished shall be in accordance with the Contract Documents and shall be true and accurate developments thereof.

The Plans show the location of certain existing surface and subsurface structures. The Owner assumes no responsibility for failure to show any or all structures on the Plans, or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades or requires the building of a special structure, provision for which is not made in the Plans, in which case the provisions in these Specifications for "Extra Work" will apply.

The cost of adjusting water mains or services to grade shall be included in the prices Bid for other items of work, except where a specific item for this work is included in the Proposal.

Contractor shall be responsible for locating existing utilities, underground installations, and structures in the vicinity of construction prior to any Work being done. All conflicts should be reported to the Engineer. Any work done in the area of a conflict without the Engineer's knowledge shall be at the Contractor's own risk.

204.05 ADDITIONAL INSTRUCTIONS

Further instructions may be issued by the Engineer during the progress of The Work by means of Drawings or otherwise to make more clear or specific the Plans and Specifications, or as may be necessary to explain or illustrate changes in The Work to be done.

204.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, all required copies of Plans and Specifications necessary for the execution of The Work shall be furnished to the Contractor without charge.

One complete set of all Plans and Specifications shall be maintained at the job site and shall be available to the Engineer at all times.

All original or duplicated Plans and Specifications and other data prepared by the Engineer shall remain the property of the Engineer, and they shall not be re-used on other work, but shall be returned to him upon completion of The Work.

204.07 DIMENSIONS

Figured dimensions on the Plans will be used in preference to scaling the Plans. Where The Work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

204.08 SAMPLES

All samples called for in the Specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

The Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

204.09 SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of The Work in the shop and in the field as required by the Plans, Specifications or Engineer's instructions. Deviations from the Plans and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:

- A. Four (4) copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of The Work.
- B. The Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the Contractor marked with all corrections and changes.

- C. The Contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.
- D. Following completion of such corrections and changes, the Contractor shall furnish the Engineer three (3) copies of the shop drawings conforming to the required corrections and changes.

204.10 "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the Plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Architect/Engineer's opinion. It shall not be purchased or installed without the Engineer's written approval.

204.11 SUBMITTALS

The Contractor shall furnish four copy's of complete catalog data for every manufactured item of equipment and all components to be used in The Work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type as appropriate:

- A. This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.
- B. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Engineer.
- C. Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's Contract Documents. The approval of the Engineer shall not relieve the Contractor from responsibility for deviations from Plans or Specifications, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check The Work described by the catalog data with the Engineer's Contract Documents for deviations and errors.
- D. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Plans and Specifications.
- E. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in The Work required by the different arrangements of connections.

204.12 SURVEYS

Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of The Work together with a suitable number of bench marks adjacent to The Work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

The Contractor shall provide an experienced instrument man, competent assistants, and such instruments, tools, stakes, and other materials as required to complete the survey, layout, measurement work. In addition, the

Contractor shall furnish, without charge, competent men from his force and such tools, stakes, and other materials as the Engineer may require in establishing or designating control points or in checking survey, layout, and measurement work performed by the Contractor.

The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he wishes to do work, so that horizontal and vertical control points may be established and any checking deemed necessary by Engineer may be done with minimum inconvenience to the Engineer and minimum delay to the Contractor.

204.13 SPECIAL CONDITIONS

Should any work or any conditions which are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Conditions" for such work may be prepared and shall be considered as a part of the Specifications and Contract.

204.14 INCREASED OR DECREASED QUANTITIES OF WORK

The Owner reserves the right to alter the quantities of The Work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform The Work as altered, increased or decreased, at the Contract unit prices. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any condition or provisions of the Contract.

204.15 ALTERATIONS OF PLANS AND SPECIFICATIONS

The Owner reserves the right to make such changes in the Plans and in the character of The Work as may be necessary or desirable to insure completion of The Work in the most satisfactory manner, provided such changes do not materially alter the original Plans and Specifications or change the general nature of The Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.

SECTION 205 - ENGINEER - OWNER - CONTRACTOR RELATIONS

205.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY

All Work shall be done under the general engineering supervision of the Engineer to his satisfaction.

The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, Work performed, manner of performance, rate of progress of The Work, interpretation of the Plans and Specifications, acceptable fulfillment of the Contract, compensation, mutual rights between Contractors under these Specifications and suspension of Work. The Engineer shall have the right to establish any sequence or priority of operation in the interest of desirable cooperation with other work. He shall determine the amount and quality of Work performed and materials furnished and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the Contractor to receive money due him under the Contract.

The authority of the Engineer shall to be construed to include the authority to waive, revise or modify Specifications, as herein set forth, either as to kind, type or quality of materials or manner or quality of construction.

205.02 SUSPENSION OF WORK

The Engineer shall have the authority to suspend The Work, wholly or in part, for such period or periods, based on his judgment, as he may deem necessary. Reasons for such suspension shall be given to the Contractor or his superintendent and can include, but shall not be restricted to, inclement weather, non-compliance with Plans or Specifications, improper or insufficient safety precautions, or improper sequencing of Work.

205.03 INSPECTION OF WORK

All materials and each part or detail of The Work shall be subject at all times to inspection by the Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of The Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

205.04 EXAMINATION OF COMPLETED WORK

At the Engineer's request, the Contractor, at any time before acceptance of The Work, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of The Work to the standard required by the Specifications. Should The Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should The Work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

205.05 CONTRACTOR'S SUPERINTENDENT

A qualified superintendent, who is acceptable to the Engineer, shall be maintained on The Work and give efficient supervision to The Work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor.

205.06 LANDS BY OWNER

The Owner shall provide the lands shown on the Plans upon which The Work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the Owner shall be deemed proper clause for adjustment in the time of completion.

205.07 LANDS BY CONTRACTOR

Any additional land and access thereto not shown on the Plans that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Plans and Specifications and such additional areas which he may provide as approved by the Engineer.

205.08 PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

205.09 ASSIGNMENT OF CONTRACT

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

205.10 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this Contract, before acceptance of The Work by the Engineer, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them at the Contractor's expense.

205.11 SUSPENSION OF WORK BY OWNER FOR CAUSE

The Work or any portion thereof may be suspended at any time by the Owner for good and valid cause provided that he gives the Contractor five (5) days written notice of suspension, which shall set forth the date on which Work is to be resumed. The Contractor shall resume The Work upon written notice from the Owner and within ten (10) days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume Work within ten (10) days of the date fixed in the notice of suspension, the Contractor may abandon that portion of The Work so suspended and shall be entitled to payment in accordance with Section 209.10.

205.12 OWNER'S RIGHT TO CORRECT DEFICIENCIES

Upon failure of the Contractor to perform The Work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, and receipt of written approval from the Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

205.13. OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days written notice of termination to the Contractor in the event of any default by the Contractor. In the event of such termination, the Owner may take possession of The Work and all materials, tools and equipment thereon and may finish The Work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

- A. Declare bankruptcy, become insolvent or assign his assets for the benefit of his creditors.
- B. Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute The Work according to the agreed schedule of completion, including extensions thereof.
- C. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

205.14 SEPARATE CONTRACTS

The Owner may let other Contracts in connection with The Work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their Work. It shall be the Contractor's responsibility to inspect all Work by other Contractors affecting his Work and to report to the Engineer any irregularities which will not permit him to complete his Work in a satisfactory manner. His failure to notify the Engineer of such irregularities shall indicate the Work of other Contractors has been satisfactorily completed to receive his Work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed Work in place and report to the Engineer immediately any difference between contemplated Work by others and the Plans.

205.15 SUBCONTRACTS

At the time specified by the Contract Documents or when requested by the Engineer, the Contractor shall submit in writing to the Owner for approval of the Engineer the names of the subcontractors proposed for The Work. Sub-contractors may not be changed except at the request or with the approval of the Engineer. The Contractor

is responsible to the Owner for the acts and omissions of his subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner. The Contractor shall bind every subcontractor by the terms of the Contract Documents.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and subcontractors.

205.16 WORK DURING AN EMERGENCY

The Contractor shall perform any Work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Engineer of the emergency and its nature as soon as practicable and he shall proceed to properly protect both life and property.

205.17 ORAL AGREEMENTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

SECTION 206 - MATERIALS AND WORKMANSHIP

206.01 MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in The Work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor. Other materials shall be immediately removed from the job site at the request of the Engineer.

All materials furnished by the Contractor shall be manufactured within the United States and shall be new and unused, unless otherwise specified or approved in writing by the Engineer.

206.02 MATERIALS FURNISHED BY THE OWNER

Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

206.03 STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for The Work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or Lessor.

206.04 CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Engineer, does not perform his Work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of The Work without the approval of the Engineer.

206.05 REJECTED WORK AND MATERIALS

All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective Work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Engineer, and The Work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective Work shall not constitute an acceptance of any part of it.

Should the Contractor fail to remove rejected Work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials and the cost of such removal to be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract

Correction of faulty Work after final payment shall be in accordance with the requirements of Section 209.17.

206.06 MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

206.07 CUTTING AND PATCHING

The Contractor shall do all necessary cutting and patching of The Work that may be required to properly receive The Work of the various trades or as required by the Plans and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger The Work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his direction.

206.08 CLEANING UP

The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

206.09 GUARANTY PERIOD

The Contractor shall warrant all equipment furnished and Work performed by him for a period of two (2) years from the date of written acceptance or beneficial occupancy of The Work, whichever is earlier.

206.10 SALVAGEABLE MATERIALS

All materials which are salvageable, as determined by the Engineer and/or Owner, shall remain the property of the Owner. Those materials deemed to be unsalvageable shall be properly disposed of by the Contractor.

SECTION 207 - INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

207.01 INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State where The Work is located as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Contractor shall not commence Work under this Contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten (10) days written notice to the Owner of intention to cancel. The amounts of such insurance shall not be less than the following:

A. Workmen's Compensation and Employer's Liability Insurance

shall be secured and maintained as required by the State where The Work is located.

B. Public Liability, Bodily Injury and Property Damage:

- | | |
|---|--------------|
| 1. Personal Injury, each person | \$ 100,000 |
| 2. Personal Injury, each accident | \$ 1,000,000 |
| 3. Property Damage, each occurrence | \$ 100,000 |

C. Automobile and Truck Public Liability, Bodily Injury and Property Damage:

- | | |
|---|--------------|
| 1. Personal Injury, each person | \$ 100,000 |
| 2. Personal Injury, each accident | \$ 1,000,000 |
| 3. Property Damage, each accident | \$ 100,000 |

207.02 INDEMNITY

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees in the execution of The Work or in the guarding of it. The Contractor shall obtain in the name of the Owner and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Owner from contingent liability under this Contract and a copy of such insurance policy or policies shall be delivered to the Owner. Full compliance by the Owner with the terms and provisions of such insurance policy or policies shall be a condition precedent to the Owner's right to enforce against the Contractor any provisions of this article.

207.03 OTHER INSURANCE

In addition to such other insurance as the Contractor elects to carry for his own protection and the insurance requirements of 207.01, he shall secure and maintain in the name of the Owner policies upon such structures and material and in such amounts as shall be designated in the Special Conditions, if applicable. The policies shall be secured from a company which is satisfactory to the Owner and delivered to the Owner.

207.04 PATENTS AND ROYALTIES

If any design, device, material or process covered by letters, patent or copy right is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

207.05 PERMITS

All permits and licenses necessary for the prosecution of The Work not furnished by the Owner or Engineer shall be secured by the Contractor. All permit fees will be waived by the City of Shawnee for this project.

207.06 LAWS TO BE OBSERVED

The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of The Work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over The Work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

207.07 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of The Work and the safety of the public. All barricades and obstructions shall be protected at night by red signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or whitewashed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricade or detours exist.

207.08 PUBLIC SAFETY AND CONVENIENCE

Danger Signals and Protection: When the Contractor is performing any type of construction or excavation work, or is stockpiling or storing any materials or equipment upon or adjacent to any street, alley, sidewalk, residence, public ground, or other location that is likely to be subject to pedestrian or vehicular traffic, he shall furnish, erect, and maintain substantial guard rails, safety fencing, lights, and traffic control devices around the project to protect pedestrians, animals, and vehicles from injury or damage. All traffic control shall be in accordance with the Oklahoma Department of Transportation Standards and Procedures for Street Use and Temporary Traffic Control. Safety and traffic control devices shall be installed and removed only at the direction of the Engineer. The Contractor shall provide sufficient proper signals and flagmen for warning during blasting operations.

Interference with Traffic: The Contractor shall construct and maintain adequate and safe bridges or crosswalks over excavations, where required. When a roadway or sidewalk is not closed, the Contractor shall provide a safe substitute route for any portion obstructed by his operations. If a roadway or sidewalk is closed to traffic, the Contractor shall provide and make detours. As directed by the Engineer, construction across roadways or sidewalks may be done by open excavation.

Excavations: The Contractor shall adequately shore, or sheet, and brace the excavation, or shall slope the sides of the trench in accordance with the State of Oklahoma Department of Labor requirements.

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of The Work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

207.09 CROSSING UTILITIES

Pipelines and other existing underground installations and structures in the vicinity of the work to be done hereunder are indicated on the drawings according to information available to the Engineer; however, all lines actually existing may not be shown. The Contractor shall make every effort to locate all underground pipelines, conduits, and structures by contacting owners of underground utilities and by prospecting in advance of trench excavation.

When new construction crosses highways, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, written permission from the proper authority shall be secured before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The contractor will be required to furnish a release from the proper authority before final acceptance of The Work.

When The Work encroaches upon the right-of-way of any railway, the Owner will secure for the Contractor, all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of The Work. All construction shall be in strict accord with the pertinent provisions of the railway authority. The Contractor shall take such special precautions for the safety of The Work and the travelling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures, so as not to interfere with the operation of the railroad.

207.10 SANITARY PROVISION

The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Engineer.

207.11 USE OF EXPLOSIVES

No Explosives are to be allowed on this project without gaining approval from City of Shawnee

207.12 PUBLIC UTILITIES AND PUBLIC PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner of a public utility, such owner will, upon proper application by the Contractor, be notified by the Engineer to change or move such property within a specified time, and the Contractor shall not interfere with such property until ordered to do so by the Engineer. The right is reserved to the Owner of public utilities to enter upon the limits of the Contract for the purpose of making such repairs or changes of their property that may be necessary by performance of the Contract. The municipality in which the performance of the Contract is to be executed shall have the privilege of entering upon the limits of the Contract for the purpose of repairing or relaying sewer and water lines and appurtenances, repairing culverts or storm drains, and for making other repairs, changes or extensions to any property owned by the municipality.

207.13 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed, the Contractor, at his own expense, shall provide and maintain temporary outlets and connections for all private or public drains, sewers or sewer inlets. He shall also take care of all sewage and drainage which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The sewers and connections shall be kept in service and maintained under the contract save where specified or ordered to be abandoned by the Engineer.

All water and sewage shall be disposed of in a satisfactory manner so that nuisance is created and that The Work under construction will be adequately protected.

207.14 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY A MUNICIPALITY

If the Contractor desires to use municipal water he shall pay the rate established by Municipal Ordinances for such service and he shall make complete and satisfactory arrangements with the Municipal Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

207.15 USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stop cock or tap any water main belonging to the municipality, unless duly authorized to do so by the municipality.

SECTION 208 - PROGRESS AND COMPLETION OF WORK

208.01 NOTICE TO PROCEED

Following the execution of the Contract by the Owner, written Notice to Proceed with The Work shall be given to the Contractor. The Contractor shall begin and shall prosecute The Work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of The Work within the time stated in the Proposal.

208.02 CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of The Work Contracted for in the time stated in the Proposal. Computation of Contract time shall commence on the date specified on the Notice to Proceed. If no date is specified, Contract time shall commence on the tenth (10th) day following the date of mailing, by regular mail, of the Notice to Proceed. Every calendar day following, except as herein provided, shall be counted as a working day.

208.03 SCHEDULE OF COMPLETION

The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on The Work, with dates at which the Contractor will start the several parts of The Work, and estimated dates of completion of the several parts.

208.04 CHANGES IN THE WORK

The Owner may, as the need arises, order changes in The Work through additions, deletions or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

208.05 EXTRA WORK

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion for construction of the whole Work contemplated upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Conditions shall be done in accordance with the best practice as approved by the Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

208.06 EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner, or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time on which to complete The Work as determined by the Engineer, provided, however, that the Contractor shall immediately give written notice to the Engineer of the cause of such delay.

208.07 FAILURE TO COMPLETE WORK ON TIME

The time of completion is the essence of the Contract. For each working day that any Work shall remain uncompleted after the time agreed upon in the Proposal and the Contract, or as automatically increased by additional Work or materials ordered after the Contract is signed, or the increased time granted by the Owner for the completion of said Work, the sum per day given in the following schedule, unless otherwise specified in the Proposal or Special Conditions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages:

<u>Amount of Contract</u>	<u>Amount of Liquidated Damages per Day</u>
Less than \$25,000.00	50.00
\$25,000.00 and less than \$50,000.00.	100.00
\$50,000.00 and less than \$100,000.00	200.00
\$100,000.00 and less than \$250,000.00.	300.00
\$250,000.00 and less than \$500,000.00.	400.00
\$500,000.00 and less than \$1,000,000.00.	500.00
Over \$1,000,000.00	1,000.00

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but should be deemed taken and treated as reasonable liquidated damages since it would be impracticable and extremely difficult to fix the actual damages.

208.08 USE OF A SECTION OR PORTION OF THE WORK

Whenever, at the request of the Owner and in the opinion of the Engineer, any portion of The Work has advanced sufficiently, it may be put into use by the Owner through the written order of the Engineer. This beneficial occupancy by the Owner will be permitted only after receipt of written notice of release by the Contractor's Surety and Insurance carrier. The Guaranty Period, as defined elsewhere in these Specifications, for all Work covered by the Engineer's written order shall commence at the start of beneficial occupancy by the Owner.

SECTION 209 - MEASUREMENT AND PAYMENT

209.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of The Work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

209.02 REQUESTS FOR PAYMENT

The Contractor may submit periodically but not more than once each month a Request for Payment for work done and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of The Work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Detailed Breakdown of Contract Amount, less ten percent (10%) to be retained until final completion and acceptance of The Work, and less previous payments, provided that any time after fifty percent (50%) of the work has been satisfactorily completed, the Owner may reduce the percentage retainage. Where unit prices are specified, the Request for Payment shall be based on the quantities completed.

209.03 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT

Within ten (10) days of submission of any Request for Payment by the Contractor the Engineer shall:

- A. Approve the Request for Payment, as submitted.
- B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing of his reasons for approving the amended amount.
- C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

209.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

Within thirty (30) days from the date of approval of a Request for Payment by the Engineer, the Owner shall:

- A. Pay the Request for Payment as approved.
- B. Pay such other amount in accordance as herein provided as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of his reasons for paying the amended amount.
- C. Withhold payment in accordance as herein provided informing the Contractor and the Engineer of his reasons for withholding payment.

209.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT

The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer:

- A. Defective work.
- B. Evidence indicating the probable filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments to subcontractors, material suppliers or labor.
- D. Damage to another contractor.

209.06 RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services, and perform all The Work described by the Contract Documents or shall have all materials and services furnished and all The Work performed at his expense. It shall also be the Contractor's responsibility to pay for:

- A. Replacement of survey bench marks, reference points and stakes provided by the Owner under Section 204.12.
- B. Lands by Contractor provided in accordance with Section 205.07.
- C. Insurance obtained in accordance with Sections 207.01 and 207.02.
- D. Other insurance obtained in accordance with Section 207.03.
- E. Performance Payment Bond obtained in accordance with Section 203.04.
- F. Statutory Bond obtained in accordance with Section 203.04.
- G. Maintenance Bond obtained in accordance with Section 203.04.

H. Royalties required under Section 207.04.

I. Permits and licenses required of the Contractor and all subcontractors.

209.07 PAYMENT FOR UNCORRECTED WORK

If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged material or to reconstruct or correct any portion of The Work injured or not performed in accordance with the Contract Documents, the compensation to be paid the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

209.08 PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Section 206.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing The Work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected Work or materials and storage of materials by the Owner shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale, and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

209.09 PAYMENTS FOR EXTRA WORK

Written notice of claims for payments for Extra Work shall be given by the Contractor within ten (10) days after receipt of instructions from the Owner as approved by the Engineer to proceed with the Extra Work, and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The Owner's order for Extra Work shall specify any extension of the Contract time and one of the following methods of payment:

- A. Unit prices or combinations of unit prices which formed the basis of the original Contract.
- B. A lump sum based on the Contractor's estimate, accepted by the Owner, and approved by the Engineer.
- C. Actual cost-plus fifteen percent (15%) for overhead and profit.

209.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER

If The Work or any part thereof shall be suspended by the Owner and abandoned by the Contractor, as provided in Section 205.11, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen percent (15%) of the value of the abandoned work to compensate for overhead, plant expense and anticipated profit.

209.11 PAYMENT FOR WORK BY THE OWNER

The cost of The Work performed by the Owner in removing construction equipment, tools and supplies in accordance with Section 205.10 and in correcting deficiencies in accordance with Section 205.12 shall be paid by the Contractor.

209.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT

Upon termination of the Contract by the Owner in accordance with Section 205.13, no further payments shall be due the Contractor until The Work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner and approved by the Engineer.

209.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS

Samples furnished in accordance with Section 204.08 shall be furnished by the Contractor at his expense.

Testing of samples and materials furnished in accordance with Section 204.08 shall be arranged and paid for by the Owner. Contractor shall assist as required, in the performance of tests.

Re-testing required by the failure of the original tests not meeting the Specifications will be paid for by the Contractor.

209.14 RELEASE OF LIENS

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

209.15 ACCEPTANCE AND FINAL PAYMENT

When the Contractor shall have completed The Work in accordance with the terms of the Contract Documents, the Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with The Work, following which the Owner shall accept The Work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of The Work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

209.16 TERMINATION OF CONTRACT

The Contract will be considered fulfilled, save as provided in any Bond or Bonds or by law, when all The Work has been completed, the final inspection made by the Engineer, and final acceptance and Final Payment have been made by the Owner.

209.17 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Engineer and the making of the Final Payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of The Work. The Engineer shall decide all questions arising under this paragraph.

SECTION 210 - INTENTION OF CONTRACTING PARTIES

The Contract, and all Documents incorporated therein by reference or executed in connection therewith, are intended solely to govern the relationship between the Contractor and Owner and their mutual obligations in respect to the subject of the Contract. To that end, no provision of the Contract or of any such Documents above mentioned shall be interpreted or given legal effect to create an obligation on the part of the Owner to third persons, including by way of illustration but not of exclusion, Sureties upon Performance Bonds, Payment Bonds or other Bonds, assignees of the Contractor, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the Contractor; nor, shall any such provision be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the Owner, or in any way to restrict the freedom of the Owner to exercise full discretion in its dealing with the Contractor.

END OF DIVISION

TO COMPLY WITH TITLE 74, SEC. 3109, YOU MUST COMPLETE THIS AFFIDAVIT AND RETURN IT
TO OUR FINANCE DEPARTMENT BEFORE PAYMENT CAN BE MADE

Shawnee, Oklahoma 74801

This page intentionally left blank

SECTION 01 1000 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: City of Shawnee Santa Fe Depot Roof & Exterior Stabilization.
- B. Owner's Name: City of Shawnee.
- C. Architect's Name: GH2 Architects, LLC.
- D. The Project consists of an exterior stabilization of Shawnee Santa Fe Depot, including roof, windows, doors and stone masonry.

1.02 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Schedule the Work to accommodate Owner occupancy.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
 - 4. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit and Owner's permission.
- D. Existing building spaces may not be used for storage.
- E. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

END OF SECTION

This page intentionally left blank

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number, title of the specification Section and the sub-contractor who is performing the work. Identify site mobilization and bonds and insurance.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- C. Execute certification by signature of authorized officer.
- D. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- F. Submit an electronic copy of each Application for Payment.
- G. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Current construction photographs specified in Section 01 3000.

4. Partial release of liens from major subcontractors and vendors.
 5. Electronic As-Built project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
 6. Affidavits attesting to off-site stored products.
 7. Additional documents required by the Owner.
- H. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.04 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 14 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Maximum of 10 percent overhead and profit on the net cost of Work done by the Contractor.
- F. Maximum of 15 percent overhead and profit on the cost of Work done by the Subcontractor.
- G. On Work deleted from the Contract, credit to the Owner shall be the Architect approved net cost plus the same percentages of the overhead and profit percentage noted above.
- H. No other percentage markup is allowed other than the percentages indicated above.
- I. Substantiation of Costs: Provide full information required for evaluation.
 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
- J. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- K. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- L. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- M. Promptly enter changes in Project Record Documents.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.03 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Full Roof Replacement
- B. Alternate No. 2 - Wood Window and Wood Door Repair
- C. Alternate No. 3 - Building Exterior
- D. Alternate No. 4 - Site and Paving Repair

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

This page intentionally left blank

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Submittals for review, information, and project closeout.
- H. Number of copies of submittals.
- I. Submittal procedures.
- J. Request for Information (RFIs) procedures.

1.02 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Conform to requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in PDF format.
 - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, Internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed; emailed PDF documents will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
 - 1. Architect's Submittal Service: Newforma.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.

3. Contractor.
- C. Agenda:
 1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 2. Designation of personnel representing the parties to Contract.
 3. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 4. Scheduling.
- D. Contractor record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Contractor to schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's Superintendent.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of off-site fabrication and delivery schedules.
 7. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to Work.
- E. Contractor record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.05 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of construction throughout progress of Work.

- D. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Newforma.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Point of View Sketch: Include digital copy of point of view sketch with each electronic submittal; include point of view identification in each photo file name.
 - 4. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.
 - 5. Hard Copy: Printed hardcopy (grayscale) of PDF file and point of view sketch.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.07 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.10 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Architect review stamps.
- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

3.11 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI via Newforma.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. If needed, insert requirements to define frivolous RFIs.
- C. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- D. RFI Forms: Newforma Software-generated form with substantially the same content as indicated above.
- E. Architect's: Architect will review each RFI, determine action required, and respond. The Architect will respond to request in writing within reasonable promptness. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly.
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect and Construction Manager.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

END OF SECTION

This page intentionally left blank

**SECTION 01 3591
HISTORIC TREATMENT PROCEDURES**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes general protection and treatment procedures for designated historic spaces, areas, rooms, and surfaces in Project.

1.02 DEFINITIONS

- A. Consolidate: To strengthen loose or deteriorated materials in place.
- B. Design Reference Sample: A sample that represents the Architect's prebid selection of work to be matched; it may be existing work or work specially produced for the Project.
- C. Dismantle: To disassemble or detach a historic item from a surface, or a nonhistoric item from a historic surface, using gentle methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- D. Historic: Spaces, areas, rooms, surfaces, materials, finishes, and overall appearance that are important to the successful preservation, rehabilitation, restoration and reconstruction as determined by Architect and National Park Service Historic Preservation Briefs.
- E. Match: To blend with adjacent construction and manifest no apparent difference in material type, species, cut, form, detail, color, grain, texture, or finish; as approved by Architect.
- F. Refinish: To remove existing finishes to base material and apply new finish to match original, or as otherwise indicated.
- G. Reinstall: To protect removed or dismantled item, repair and clean it as indicated for reuse, and reinstall it in original position, or where indicated.
- H. Remove: To take down or detach a nonhistoric item located within a historic space, area, or room, using methods and equipment to prevent damage to historic items and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- I. Repair: To correct damage and defects, retaining existing materials, features, and finishes while employing as little new material as possible. This includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials.
- J. Replace: To remove, duplicate, and reinstall entire item with new material. The original item is the pattern for creating duplicates unless otherwise indicated.
- K. Replicate: To reproduce in exact detail, materials, and finish unless otherwise indicated.
- L. Reproduce: To fabricate a new item, accurate in detail to the original, and from either the same or a similar material as the original, unless otherwise indicated.
- M. Restore: To consolidate, replicate, reproduce, repair, and refinish as required to achieve the indicated results.
- N. Retain: To keep existing items that are not to be removed or dismantled.
- O. Reversible: New construction work, treatments, or processes that can be removed or undone in the future without damaging historic materials unless otherwise indicated.
- P. Salvage: To protect removed or dismantled items and deliver them to Owner[ready for reuse].
- Q. Stabilize: To provide structural reinforcement of unsafe or deteriorated items while maintaining the essential form as it exists at present; also, to reestablish a weather-resistant enclosure.
- R. Strip: To remove existing finish down to base material unless otherwise indicated.

1.03 PROJECT MEETINGS FOR HISTORIC TREATMENT

- A. Preliminary Historic Treatment Conference: Before starting historic treatment work, conduct conference at the Project site.
 - 1. Attendees: In addition to representatives of Owner, Architect, and Contractor, and installers whose work interfaces with or affects historic treatment shall be represented at the meeting.

2. Agenda: Discuss items of significance that could affect progress of historic treatment work, including review of the following:
 - a. Fire-prevention plan.
 - b. Governing regulations.
 - c. Areas where existing construction is to remain and the required protection.
 - d. Hauling routes.
 - e. Sequence of historic treatment work operations.
 - f. Storage, protection, and accounting for salvaged and specially fabricated items.
 - g. Existing conditions, staging, and structural loading limitations of areas where materials are stored.
 3. Reporting: Record conference results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from conference.
- B. Coordination Meetings: Conduct coordination meetings specifically for historic treatment work at weekly intervals. Coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Agenda: Review and correct or approve minutes of previous coordination meeting. Review other items of significance that could affect progress of historic treatment work. Include topics for discussion as appropriate to status of Project.
 2. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.04 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered or uncovered during the Work, regardless of whether they were previously documented, remain Owner's property.

1.05 INFORMATIONAL SUBMITTALS

- A. Historic Treatment Program: Submit 30 days before work begins.

1.06 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: An experienced firm regularly engaged in historic treatments similar in nature, materials, design, and extent to this work as specified in each section and that has completed a minimum of ten years of projects with a record of successful in-service performance that demonstrates the firm's qualifications to perform this work.
1. Field Supervisor Qualifications: Full-time supervisors experienced in historic treatment work similar in nature, material, design, and extent to that indicated for this Project. Supervisors shall be on Project site when historic treatment work begins and during its progress. Supervisors shall not be changed during Project except for causes beyond the control of the specialist firm.
- B. Historic Treatment Program: Prepare a written plan for historic treatment for whole Project, including each phase or process and protection of surrounding materials during operations. Describe in detail the materials, methods, and equipment to be used for each phase of work. Show compliance with indicated methods and procedures specified in this and other Sections. Coordinate this whole-Project historic treatment program with specific requirements of programs required in other historic treatment Sections.
1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
 2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.
- C. Safety and Health Standard: Comply with ANSI/ASSE A10.6.

1.07 STORAGE AND HANDLING OF HISTORIC MATERIALS

- A. Salvaged Historic Materials:

1. Clean loose dirt and debris from salvaged historic items unless more extensive cleaning is indicated.
 2. Pack or crate items after cleaning; cushion against damage during handling. Label contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area designated by Owner.
 5. Protect items from damage during transport and storage.
- B. Historic Materials for Reinstallation:
1. Repair and clean historic items for reuse as indicated.
 2. Pack or crate items after cleaning and repairing; cushion against damage during handling. Label contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment unless otherwise indicated. Provide connections, supports, and miscellaneous materials to make item functional for use indicated.
- C. Existing Historic Materials to Remain: Protect construction indicated to remain against damage and soiling from construction work. Where permitted by Architect, items may be dismantled and taken to a suitable, protected storage location during construction work and reinstalled in their original locations after historic treatment and construction work in the vicinity is complete.
- D. Protection of Historic Art Glass Window: Protect construction indicated to remain against damage from construction work. Protection of the artwork is necessary prior to work with tools and creation of excessive dust. Refer to Construction Drawings for protection methods.
- E. Storage: Catalog and store historic items within a weathertight enclosure where they are protected from moisture, weather, condensation, and freezing temperatures.
1. Identify each item with a non-permanent mark to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying marks.
 2. Secure stored materials to protect from theft.
 3. Control humidity so that it does not exceed 85 percent. Maintain temperatures 5 deg F (3 deg C) or more above the dew point.

PART 2 PRODUCTS - (NOT USED)

PART 3 EXECUTION

3.01 PROTECTION, GENERAL

- A. Protect persons, motor vehicles, surrounding surfaces of building, building site, plants, and surrounding buildings from harm resulting from historic treatment procedures.
1. Use only proven protection methods, appropriate to each area and surface being protected.
 2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where historic treatment work is being performed.
 3. Erect temporary barriers to form and maintain fire-egress routes.
 4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during historic treatment work.
 5. Contain dust and debris generated by historic treatment work, and prevent it from reaching the public or adjacent surfaces.
 6. Provide shoring, bracing, and supports as necessary. Do not overload structural elements.
 7. Protect floors and other surfaces along hauling routes from damage, wear, and staining.
 8. Provide supplemental sound-control treatment to isolate removal and dismantling work from other areas of the building.
- B. Temporary Protection of Historic Materials:
1. Protect existing historic materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
 2. Do not attach temporary protection to historic surfaces except as indicated as part of the historic treatment program and approved by Architect.

- C. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
- D. Utility and Communications Services:
 - 1. Notify Owner, Architect, authorities having jurisdiction, and entities owning or controlling wires, conduits, pipes, and other services affected by historic treatment work before commencing operations.
 - 2. Disconnect and cap pipes and services as required by authorities having jurisdiction, as required for historic treatment work.
 - 3. Maintain existing services unless otherwise indicated; keep in service, and protect against damage during operations. Provide temporary services during interruptions to existing utilities.
- E. Existing Drains: Prior to the start of work in an area, test drainage system to ensure that it is functioning properly. Notify Architect immediately of inadequate drainage or blockage. Do not begin work in an area until the drainage system is functioning properly.
 - 1. Prevent solids such as stone or mortar residue or other debris from entering the drainage system. Clean out drains and drain lines that become sluggish or blocked by sand or other materials resulting from historic treatment work.
 - 2. Protect drains from pollutants. Block drains or filter out sediments, allowing only clean water to pass.
- F. Existing Roofing: Prior to the start of work in an area, install roofing protection.

3.02 PROTECTION FROM FIRE

- A. General: Follow fire-prevention plan and the following:
 - 1. Comply with NFPA 241 requirements unless otherwise indicated.
 - 2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
 - a. If combustible material cannot be removed, provide fire blankets to cover such materials.
 - 3. Prohibit smoking by all persons within Project work and staging areas.
- B. Heat-Generating Equipment and Combustible Materials: Comply with the following procedures while performing work with heat-generating equipment or combustible materials, including welding, torch-cutting, soldering, brazing, removing paint with heat, or other operations where open flames or implements using high heat or combustible solvents and chemicals are anticipated:
 - 1. Obtain Owner's approval for operations involving use of open-flame or welding or other high-heat equipment. Notify Owner at least 72 hours before each occurrence, indicating location of such work.
 - 2. As far as practicable, restrict heat-generating equipment to shop areas or outside the building.
 - 3. Do not perform work with heat-generating equipment in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. Use a combustible gas indicator test to ensure that the area is safe.
 - 4. Use fireproof baffles to prevent flames, sparks, hot gases, or other high-temperature material from reaching surrounding combustible material.
 - 5. Prevent the spread of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and other openings.
 - 6. Fire Watch: Before working with heat-generating equipment or combustible materials, station personnel to serve as a fire watch at each location where such work is performed. Fire-watch personnel shall have the authority to enforce fire safety. Station fire watch according to NFPA 51B, NFPA 241, and as follows:
 - a. Train each fire watch in the proper operation of fire-control equipment and alarms.
 - b. Prohibit fire-watch personnel from other work that would be a distraction from fire-watch duties.

- c. Cease work with heat-generating equipment whenever fire-watch personnel are not present.
 - d. Have fire-watch personnel perform final fire-safety inspection each day beginning no sooner than 30 minutes after conclusion of work at each area of Project site to detect hidden or smoldering fires and to ensure that proper fire prevention is maintained.
 - e. Maintain fire-watch personnel at each area of Project site until two hours after conclusion of daily work.
- C. Fire Extinguishers, Fire Blankets, and Rag Buckets: Maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.
 - D. Sprinklers: Where sprinkler protection exists and is functional, maintain it without interruption while operations are being performed. If operations are performed close to sprinklers, shield them temporarily with guards.
 - 1. Remove temporary guards at the end of work shifts, whenever operations are paused, and when nearby work is completed.

3.03 PROTECTION DURING APPLICATION OF CHEMICALS

- A. Protect motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm or damage resulting from applications of chemicals and adhesives.
- B. Cover adjacent surfaces with protective materials that are proved to resist chemicals selected for Project unless chemicals being used will not damage adjacent surfaces as indicated in historic treatment program. Use covering materials and masking agents that are waterproof and UV resistant and that will not stain or leave residue on surfaces to which they are applied. Apply protective materials according to manufacturer's written instructions. Do not apply liquid masking agents or adhesives to painted or porous surfaces. When no longer needed, promptly remove protective materials.
- C. Do not apply chemicals during winds of sufficient force to spread them to unprotected surfaces.
- D. Neutralize alkaline and acid wastes and legally dispose of off Owner's property.
- E. Collect and dispose of runoff from chemical operations by legal means and in a manner that prevents soil contamination, soil erosion, undermining of paving and foundations, damage to landscaping, or water penetration into building interior.

3.04 GENERAL HISTORIC TREATMENT

- A. Have historic treatment work performed only by qualified historic treatment specialists.
- B. Ensure that supervisory personnel are present when historic treatment work begins and during its progress.
- C. Perform surveys of Project Site as the Work progresses to detect hazards resulting from historic treatment procedures.
- D. Follow the procedures in subparagraphs below and procedures approved in historic treatment program unless otherwise indicated:
 - 1. Retain as much existing material as possible; repair and consolidate rather than replace.
 - 2. Use additional material or structure to reinforce, strengthen, prop, tie, and support existing material or structure.
 - 3. Use reversible processes wherever possible.
 - 4. Use historically accurate repair and replacement materials and techniques unless otherwise indicated.
- E. Notify Architect of visible changes in the integrity of material or components whether from environmental causes including biological attack, UV degradation, freezing, or thawing or from structural defects including cracks, movement, or distortion.
 - 1. Do not proceed with the work in question until directed by Architect.

- F. Where missing features are indicated to be repaired or replaced, provide work with appearance based on accurate duplications rather than on conjecture, subject to approval of Architect.
- G. Where work requires existing features to be removed or dismantled and reinstalled, perform these operations without damage to the material itself, to adjacent materials, or to the substrate.
- H. Identify new and replacement materials and features with permanent marks hidden in the completed Work to distinguish them from original materials. Record a legend of identification marks and the locations of the items on record Drawings.

END OF SECTION 013591

**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Control of installation.
- E. Tolerances.
- F. Testing and inspection agencies and services.
- G. Control of installation.
- H. Tolerances.
- I. Manufacturers' field services.
- J. Defect Assessment.

1.02 REFERENCE STANDARDS

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories 2021.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.

1.04 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
 - 2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
 - 3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
 - 4. Laboratory: Authorized to operate in the State in which the Project is located.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.

3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

2.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

This page intentionally left blank

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities is not permitted.
- C. New permanent facilities may not be used during construction operations.
- D. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- D. Construction: Commercial grade chain link fence.

1.06 EXTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.

- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Do not allow vehicle parking on existing pavement.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore new permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Containing lead, cadmium, asbestos.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Architect will consider request for substitutions only 7 days prior to bid opening. Substitutions will not be considered afterwards.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.

- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

This page intentionally left blank

**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- D. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.03 QUALIFICATIONS

- A. For survey work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation only.
 - 1. Verify that construction and utility arrangements are as shown.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction as required .
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
 - 2. Relocate items indicated on drawings.
 - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 - 4. Verify that abandoned services serve only abandoned facilities.
 - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
 - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.

- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.10 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft

surfaces.

- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings: Maintain a set of Construction Drawings as Record Drawings. Mark to show installation that varies from Work originally shown or differing existing conditions than those represented and encountered. Include RFIs, Addenda, any modifications to the drawings.
 - 2. Specifications: Maintain one copy of the Project Manual, including addenda, as Record Specifications. Mark to show variations in Work performed in comparison with the text of the Specifications and modifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.

- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.

- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed.
- J. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

This page intentionally left blank

SECTION 02 4100 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of built site elements.
- B. Selective demolition of building elements for alteration purposes.

1.02 REFERENCE STANDARDS

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

3.02 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

3.03 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 04 0310
HISTORIC MASONRY CLEANING**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment work consisting of cleaning historic clay brick and stone masonry surfaces.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.

1.02 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference on historic masonry cleaning at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to masonry historic treatment, and masonry cleaning.
 - 2. Review methods and procedures related to cleaning historic masonry.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.05 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic masonry cleaning specialist with a minimum of five years' experience with historic masonry buildings. Experience cleaning new masonry work is insufficient experience for historic treatment work.
- B. Mockups: Prepare mockups of cleaning on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution. Architect representative shall be present to review cleaning procedures first hand of mock up.
 - 1. Cleaning: Clean an area approximately 25 sq. ft. for each type of masonry and surface condition.
 - 2. Begin with 100 psi, gradually increasing pressure not to exceed 400 psi.
 - 3. Begin with just water, adding detergent solution, and finally non-acid cleaner as required to achieve the desired cleanliness.
 - 4. Scrubbing with natural bristle or synthetic bristle brushes—never metal which can abrade the surface and leave metal particles that can stain the masonry.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Detergent Solution, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of nonionic detergent, and 20 quarts (20 L) of hot water for every 5 gal. (20 L) of solution required.
- D. Mold, Mildew, and Algae Remover, Job Mixed: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 5 quarts (5 L) of 5 percent sodium hypochlorite (bleach), and 15 quarts (15 L) of hot water for every 5 gal. (20 L) of solution required.
- E. Nonacidic Gel Cleaner: Manufacturer's standard gel formulation, with pH between 6 and 9, that contains detergents with chelating agents and is specifically formulated for cleaning masonry surfaces.
 - 1. Products: Subject to compliance with requirements, provide one of the following products.
 - a. Dumond Chemicals, Inc.; Safe n' Easy Ultimate Stone and Masonry Cleaner.
 - b. Price Research, Ltd.; Price Marble Cleaner-Gel.

- c. PROSOCO, Inc.; Sure Klean 942 Limestone & Marble Cleaner.
- F. Nonacidic Liquid Cleaner: Manufacturer's standard mildly alkaline liquid cleaner formulated for removing mold, mildew, and other organic soiling from ordinary building materials, including polished stone, brick, aluminum, plastics, and wood.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ABR Products, Inc.; Building Wash 3.
 - b. Dumond Chemicals, Inc.; Safe n' Easy Architectural Cleaner/Restorer and/or Safe n' Easy Limestone Cleaner.
 - c. Price Research, Ltd.; Price Non-Acid Masonry Cleaner.
 - d. PROSOCO, Inc.; Stand Off All Surface Cleaner.

2.02 CHEMICAL-CLEANING SOLUTIONS

- A. Dilute chemical cleaners with water to produce solutions not exceeding concentration recommended in writing by chemical-cleaner manufacturer.

PART 3 EXECUTION

3.01 PROTECTION

- A. Remove roof drainage systems to the extent possible and associated hardware adjacent to immediate work area and store during masonry cleaning. Reinstall when masonry cleaning is complete. Where removal of roof drainage is not possible, prevent water from entering roof drains or running over waterproofing and roofing systems that are sensitive to cleaner being used..
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.02 CLEANING MASONRY, GENERAL

- A. Proceed with cleaning in an orderly manner; work from top to bottom of each scaffold width and from one end of each elevation to the other. Ensure that dirty residues and rinse water do not wash over dry, cleaned surfaces.
- B. Use only those cleaning methods approved in the mockups for each masonry material and location.
 - 1. Brushes: Do not use wire brushes or brushes that are not resistant to chemical cleaner being used.
 - 2. Spray Equipment: Use spray equipment that provides controlled application at volume and pressure approved in the mockup, measured at nozzle. Adjust pressure and volume to ensure that cleaning methods do not damage masonry.
 - a. Equip units with pressure gauges.
 - b. For chemical-cleaner spray application, use low-pressure tank or chemical pump suitable for chemical cleaner indicated, equipped with nozzle having a cone-shaped spray.
 - c. For water-spray application, use fan-shaped spray that disperses water at an angle of 25 to 50 degrees.
 - d. For heated water-spray application, use equipment capable of maintaining temperature between 140 and 160 deg F (60 and 71 deg C) at flow rates indicated.
- C. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces. Keep wall wet below area being cleaned to prevent streaking from runoff.
- D. Water-Spray Application Method: Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from masonry surface, and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.
- E. Chemical-Cleaner Application Methods: Apply chemical cleaners to masonry surfaces according to chemical-cleaner manufacturer's written instructions; use brush or spray application. Do not spray apply at pressures exceeding 50 psi. Do not allow chemicals to remain on surface for periods longer than those indicated or recommended in writing by

manufacturer.

- F. Rinse off chemical residue and soil by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
 - 1. Apply neutralizing agent and repeat rinse if necessary to produce tested pH of between 6.7 and 7.5.

3.03 PRELIMINARY CLEANING

- A. Removing Plant Growth: Completely remove visible plant, moss, and shrub growth from masonry surfaces. Carefully remove plants, creepers, and vegetation by cutting at roots and allowing remaining growth to dry as long as possible before removal. Remove loose soil and plant debris from open masonry joints to whatever depth they occur.
- B. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to planned cleaning methods. Extraneous substances include paint, calking, asphalt, and tar.
 - 1. Carefully remove heavy accumulations of rigid materials from masonry surface with sharp chisel. Do not scratch or chip masonry surface.

3.04 CLEANING BRICKWORK

- A. Detergent Cleaning:
 - 1. Wet surface with cold or hot water applied by low-pressure spray.
 - 2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
 - 3. Rinse with cold or hot water applied by low-pressure spray to remove detergent solution and soil.
 - 4. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.
- B. Mold, Mildew, and Algae Removal:
 - 1. Wet surface with cold or hot water applied by low-pressure spray.
 - 2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
 - 3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
 - 4. Rinse with cold or hot water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.
 - 5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.
- C. Nonacidic Gel Chemical Cleaning:
 - 1. Wet surface with cold or hot water applied by low-pressure spray.
 - 2. Apply gel cleaner in 1/8-inch (3-mm) thickness by brush, working into joints and crevices. Apply quickly and do not brush out excessively, so area is uniformly covered with fresh cleaner and dwell time is uniform throughout area being cleaned.
 - 3. Let cleaner remain on surface for period recommended in writing by chemical-cleaner manufacturer.
 - 4. Remove bulk of gel cleaner.
 - 5. Rinse with cold or hot water applied by low-pressure spray to remove chemicals and soil.
 - 6. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.
- D. Nonacidic Liquid Chemical Cleaning:
 - 1. Wet surface with cold or hot water applied by low-pressure spray.
 - 2. Apply cleaner to surface in two applications by brush or low-pressure spray.

3. Let cleaner remain on surface for period established by mockup.
4. Rinse with cold or hot water applied by low-pressure spray to remove chemicals and soil.
5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

3.05 CLEANING UNPOLISHED STONework

- A. Detergent Cleaning:
 1. Wet surface with hot water applied by low-pressure spray.
 2. Scrub surface with detergent solution using medium-soft brushes until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from mortar joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet.
 3. Rinse with cold or hot water applied by low-pressure spray to remove detergent solution and soil.
 4. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.
- B. Mold, Mildew, and Algae Removal:
 1. Wet surface with cold or hot water applied by low-pressure spray.
 2. Apply mold, mildew, and algae remover by brush or low-pressure spray.
 3. Scrub surface with medium-soft brushes until mold, mildew, and algae are thoroughly dislodged and can be removed by rinsing. Use small brushes for mortar joints and crevices. Dip brush in mold, mildew, and algae remover often to ensure that adequate fresh cleaner is used and that surface remains wet.
 4. Rinse with cold or hot water applied by low-pressure spray to remove mold, mildew, and algae remover and soil.
 5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup.
- C. Nonacidic Gel Chemical Cleaning:
 1. Wet surface with cold or hot water applied by low-pressure spray.
 2. Apply gel cleaner in 1/8-inch (3-mm) thickness by brush, working into joints and crevices. Apply quickly and do not brush out excessively, so area is uniformly covered with fresh cleaner and dwell time is uniform throughout area being cleaned.
 3. Let cleaner remain on surface for period established by mockup.
 4. Remove bulk of gel cleaner.
 5. Rinse with cold or hot water applied by low-pressure spray to remove chemicals and soil.
 6. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.
- D. Nonacidic Liquid Chemical Cleaning:
 1. Wet surface with cold or hot water applied by low-pressure spray.
 2. Apply cleaner to surface in two applications by brush or low-pressure spray.
 3. Let cleaner remain on surface for period established by mockup.
 4. Rinse with cold or hot water applied by low-pressure spray to remove chemicals and soil.
 5. Repeat cleaning procedure above, where required to produce cleaning effect established by mockup. Do not repeat more than once. If additional cleaning is required, use steam cleaning.

END OF SECTION 040310

**SECTION 04 0323
HISTORIC STONE AND BRICK UNIT MASONRY REPOINTING**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment work consisting of repointing brick masonry joints.

1.02 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference historic masonry repair and repointing at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to masonry historic treatment, repointing, and fire protection.
 - 2. Review methods and procedures related to repointing historic brick masonry.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Mortar Analysis test results: Provide mortar analysis test results for each type of mortar sample taken.

1.05 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic masonry repointing specialist with a minimum of twenty years' experience with repointing historic masonry buildings. Experience in pointing or repointing only new or nonhistoric masonry is insufficient experience for masonry historic treatment work.
- B. Mockups: Prepare mockups of historic treatment on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Repointing: Rake out joints in two separate areas, each approximately 36 inches high by 48 inches wide for each type of repointing required, and repoint one of the areas.

1.06 MORTAR ANALYSIS

- A. Provide material testing and analysis: ASTM C-1324 "Analysis of Hardened Masonry Mortar"
 - 1. Lab test results to include a written and photodocumented report.
- B. Provide wet-chemical method mortar analysis for a total of 4 locations as selected by GH2. Remove point as required to reach historic mortar.

PART 2 PRODUCTS

2.01 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150, Type I or Type II; white or gray or both where required for color matching of exposed mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Mortar Sand: ASTM C 144 unless otherwise indicated.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Color: Provide natural sand or ground marble, granite, or other sound stone] of color necessary to produce required mortar color.
 - 3. Provide sand with rounded edges.
- D. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Davis Colors; True Tone Mortar Colors.
 - b. Lanxess Corporation; Bayferrox Iron Oxide Pigments.
 - c. Solomon Colors, Inc.; SGS Mortar Colors.

E. Water: Potable.

2.02 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
 1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again adding only enough water to produce a damp, unworkable mix that will retain its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black, which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Match mortar analysis test results for strength, color, and granular size.

PART 3 EXECUTION

3.01 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.

3.02 REPOINTING MASONRY

- A. Rake out and repoint joints to the following extent:
 1. Joints at locations of the following defects:
 - a. Holes and missing mortar.
 - b. Hairline cracks in any width and of any depth.
 - c. Hollow-sounding joints when tapped by metal object.
 - d. Eroded surfaces 1/16 or more deep.
 - e. Deterioration to point that mortar can be easily removed by hand, without tools.
 - f. Joints filled with substances other than mortar.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 1. Remove mortar from joints to depth of joint 2-1/2 times joint width, but not less than 3/4 inch (20 mm) or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep.
 2. Remove mortar from masonry surfaces within raked-out joints to provide reveals with square backs and to expose masonry for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of masonry units or widen joints. Replace or patch damaged masonry units as directed by the Owner.
 - a. For historic stone masonry; cut out mortar by hand with chisel and resilient mallet. Do not use power-operated grinders without GSA's written approval based on approved quality-control program.
 - b. For historic brick unit masonry; cut out center of mortar bed joints using angle grinders with diamond-impregnated metal blades. Remove remaining mortar in bed joints and mortar in head joints by hand with chisel and resilient mallet.

- D. Notify Architect of unforeseen detrimental conditions, including voids in mortar joints, cracks, loose masonry units, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
 - 1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 - 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 1/2 inch until a uniform depth is formed. Fully compact each layer thoroughly and allow it to become thumbprint hard before applying next layer.
 - 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch. Fully compact each layer and allow it to become thumbprint hard before applying next layer. Where existing masonry units have worn or rounded edges, slightly recess finished mortar surface below face of masonry to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed masonry surfaces or to featheredge the mortar.
 - 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 - 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - a. Acceptable curing methods include covering with wet burlap and plastic sheeting, periodic hand misting, and periodic mist spraying using system of pipes, mist heads, and timers.
 - b. Adjust curing methods to ensure that pointing mortar is damp throughout its depth without eroding surface mortar.
 - 6. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Remove mortar and repoint.
- F. Where repointing work precedes cleaning of existing masonry, allow mortar to harden at least 30 days before beginning cleaning work.

3.03 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water, applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 040323

This page intentionally left blank

SECTION 04 0342
HISTORIC STONE MASONRY REPAIR

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment work consisting of repairing historic stone assemblies.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures."
 - 2. Section 040323 "Historic Stone and Brick Unit Masonry Repointing"

1.02 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gpm.
- B. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.

1.03 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to stone historic treatment, stone repair, and fire protection.
 - 2. Review methods and procedures related to repairing historic stone masonry.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and locations of stone repair work on the structure.
 - 2. Indicate complete dimensions for new stone units and their jointing, showing relation of existing to new units.
 - 3. Indicate setting number of each new stone unit and its location on the structure in annotated plans and elevations.
 - 4. Show provisions for expansion joints or other sealant joints.
 - 5. Show replacement and repair anchors, including drilled-in pins.
- C. Samples: For each exposed product and for each color and texture specified.

1.05 INFORMATIONAL SUBMITTALS

- A. Preconstruction Test Reports: For replacement stone.

1.06 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic stone repair specialist with a minimum of twenty years' experience with historic masonry buildings. Experience installing standard unit masonry or new stone masonry is insufficient experience for stone historic treatment work.
 - 1. Historic Treatment Worker Qualifications: When stone units are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products.
- B. Mockups: Prepare mockups of historic treatment on existing surfaces to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation.
 - 1. Stone Repair: Prepare sample areas for each type of stone indicated to have repair work performed. If not otherwise indicated, size each mockup not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
 - a. Stone Plug Repair: Two stone plug repairs for each type of stone indicated to be plugged.

- b. Patching: Three small holes at least 1 inch in diameter.

1.07 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:
 - 1. Replacement Stone: Test each proposed type of replacement stone, according to ASTM C 170/C 170M for compressive strength, wet and dry, perpendicular and parallel to rift; ASTM C 99/C 99M for modulus of rupture, wet and dry, perpendicular and parallel to rift; and ASTM C 97/C 97M for absorption and bulk specific gravity.

PART 2 PRODUCTS

2.01 MASONRY MATERIALS

- A. Stone Matching Existing: Provide natural building stone of variety, color, texture, grain, veining, finish, size, and shape to match existing stone.
 - 1. For existing stone that exhibits a range of colors, textures, grains, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.

2.02 MORTAR MATERIALS

- A. Refer to Section 04 0323 Historic Stone and Brick Unit Masonry Repointing

2.03 MANUFACTURED REPAIR MATERIALS

- A. Stone Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching stone.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Conproco Corporation; Mimic or Matrix.
 - b. Edison Coatings, Inc.; Custom System 45 or Thin-Fill 55.
 - c. KEIM Mineral Coatings of America; KEIM Restauro.
 - 2. Use formulation that is vapor and water permeable (equal to or more than the stone), exhibits low shrinkage, has lower modulus of elasticity than the stone units being repaired, and develops high bond strength to all stone types.
 - 3. Formulate patching compound in colors, textures, and grain to match stone being patched. Provide sufficient number of no fewer than five colors to enable matching each piece of stone.
- B. Stone-to-Stone Adhesive: Two-part polyester or epoxy-resin stone adhesive with a 15- to 45-minute cure at 70 deg F (21 deg C), recommended in writing by adhesive manufacturer for type of stone repair indicated, and matching stone color.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Akemi North America; Akepo Series, or MS76 Stone and Marble Adhesive.
 - b. Bonstone Materials Corporation; Clear Gel Epoxy, Fast Set 41 or Fast Set Extreme.
 - c. Edison Coatings, Inc.; Flexi-Weld 520T.

2.04 ACCESSORY MATERIALS

- A. Stone Anchors and Pins: Type and size indicated or, if not indicated, to match existing anchors in size and type. Fabricate anchors and pins from Type 304 stainless steel.
- B. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.

PART 3 EXECUTION

3.01 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to immediate work area and store during stone repair work. Reinstall when repairs are complete.
 - 1. Provide temporary rain drainage during work to direct water away from building.

3.02 STONE PLUG REPAIR

- A. Remove cylindrical piece of damaged stone by core-drilling perpendicular to stone surface.
- B. Prepare a replacement plug by core-drilling replacement stone. Use a drill sized to produce a core that fits into hole drilled in damaged stone with only minimum gap necessary for adhesive.
- C. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of existing stone and plug, completely filling all crevices and voids.
- D. Apply plug flush with surrounding stone while adhesive is still tacky and hold securely in place until adhesive has cured.
- E. Clean adhesive residue from exposed surfaces.

3.03 STONE-FRAGMENT REPAIR

- A. Carefully remove cracked or fallen stone fragment indicated to be repaired. Reuse only stone fragment that is in sound condition.
- B. Remove soil, loose particles, mortar, and other debris or foreign material, from fragment surfaces to be bonded and from parent stone where fragment had broken off, by cleaning with stiff-fiber brush.
- C. Pinning: Before applying adhesive, prepare for mechanical anchorage consisting of 1/4-inch- (6-mm-) diameter, [plain] [threaded] stainless-steel pins set into 1/4-inch- (6-mm-) diameter holes drilled at a 45-degree downward angle through face of fragment and into parent stone. Center and space pins 3 to 5 inches (75 to 125 mm) apart and at least 2 inches (50 mm) from any edge. Insert pins at least 2 inches (50 mm) in parent stone and 2 inches (50 mm) in fragment with end countersunk at least 3/4 inch (19 mm) from exposed face of fragment.
- D. Apply stone-to-stone adhesive according to adhesive manufacturer's written instructions. Coat bonding surfaces of fragment and parent stone, completely filling all crevices and voids.
- E. Fit stone fragment onto parent stone while adhesive is still tacky and hold fragment securely in place until adhesive has cured. Use shims, clamps, wedges, or other devices as necessary to align face of fragment with face of parent stone.
- F. Clean adhesive residue from exposed surfaces and patch chipped areas and exposed drill holes as specified in "Stone Patching" Article.

3.04 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched.
- B. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than as recommended in writing by patching compound manufacturer.
- C. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- D. Mix patching compound in individual batches to match each stone unit being patched.
- E. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- F. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
 - 1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
 - 2. Carved Details: Build patch up 1/4 inch (6 mm) above surrounding stone and carve surface to match adjoining stone after patching compound has hardened.
- G. Keep each layer damp for 72 hours or until patching compound has set.

- H. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

3.05 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed stone surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
 - 1. Do not use metal scrapers or brushes.
 - 2. Do not use acidic or alkaline cleaners.

END OF SECTION 040342

**SECTION 06 0312
HISTORIC WOOD REPAIR**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment of wood in the form of repairing wood features as follows:
 - 1. Replacing wood.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.

1.02 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review minutes of Preliminary Historic Treatment Conference that pertain to historic wood repair and fire protection.
 - 2. Review methods and procedures related to historic wood repair.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, and sections showing locations and details of each new unit and its location in the building on annotated plans and elevations.
- C. Historic Treatment Specialist Qualifications
- D. Samples: For each exposed product and for each color and texture specified.

1.04 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic wood-repair specialist, experienced in repairing, refinishing, and replacing wood in whole and in part. Experience only in fabricating and installing new woodwork is insufficient experience for wood historic treatment work.
- B. Mockups: Prepare mockups of historic treatment repair processes to demonstrate aesthetic effects and to set quality standards for materials and execution, and for fabrication and installation. Prepare mockups so they are as inconspicuous as practicable.

PART 1 PRODUCTS

2.01 HISTORIC WOOD REPAIR, GENERAL

- A. Quality Standard: Comply with applicable requirements in Section 12, "Historic Restoration Work," and related requirements in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grade rules, and other requirements unless otherwise indicated.
 - 1. Exception: Industry practices cited in Section 12, Article 1.5, "Industry Practices," of the Architectural Woodwork Standards do not apply to the work of this Section.

2.02 REPLICATED WOOD ITEMS

- A. Replicated Wood: Custom-fabricated replacement wood units and components.
 - 1. Wood Species: Match species of existing wood.
 - 2. Wood Member and Trim Profiles: Match profiles and detail of existing. Provide custom profile as required to match existing.

2.03 WOOD-REPLACEMENT MATERIALS

- A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.
 - 1. Species: Match species of each existing type of wood component or assembly.

2.04 MISCELLANEOUS MATERIALS

- A. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage caused by fungi and wood-boring insects; complying with AWWA P5; containing no boric acid.
- B. Cleaning Materials:
 - 1. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for each 5 gal. (20 L) of solution required.
 - 2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- C. Adhesives: Wood adhesives with minimum 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair and exposure condition.
- D. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.
 - 1. Match existing fasteners in material and type of fastener unless otherwise indicated.

2.05 WOOD FINISHES

- A. Unfinished Replacement Units: Provide exposed [exterior] [and] [interior] wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

PART 1 EXECUTION

3.01 PREPARATION

- A. Clean wood of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
- B. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.02 WOOD-REPLACEMENT REPAIR

- A. General: Replace parts of or entire wood items at locations indicated on Drawings.
 - 1. Remove broken, rotted, and decayed wood down to sound wood.
 - 2. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.
 - 3. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.
- B. Reinstall items removed for repair into original locations.

END OF SECTION

SECTION 06 1000 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Sheathing.
- C. Roof-mounted curbs.
- D. Roofing nailers.
- E. Preservative treated wood materials.

1.02 REFERENCE STANDARDS

- A. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing 2003 (Reapproved 2017).
- B. ASTM D3498 - Standard Specification for Adhesives for Field-Gluing Wood Structural Panels (Plywood or Oriented Strand Board) to Wood Based Floor System Framing 2019a.
- C. PS 20 - American Softwood Lumber Standard 2021.

1.03 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Construction Adhesives: Adhesives complying with ASTM C557 or ASTM D3498.

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.02 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at all roof openings except where specifically indicated otherwise. Form corners by alternating lapping side members.

END OF SECTION

**SECTION 07 0150.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for new roofing system in designated areas as indicated on drawings.

1.02 PRICE AND PAYMENT PROCEDURES

- A. See Section 01 2200 - Unit Prices, for additional unit price requirements.
- B. See Section 01 2200 - Unit Prices, for additional unit price requirements.
 - 1. Repair Existing Roof Wood Decking:
 - a. Basis of Measurement: By the square foot. Provide 10% repair of the existing roof wood decking in the base bid. Unit price to be utilized for square footage over 10%

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit for each type of material.
- C. Shop Drawings: Indicate size, configuration, and installation details.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.06 FIELD CONDITIONS

- A. Existing Roofing System: clay tile and soldered metal panel roofing.
- B. Maintain continuous temporary protection prior to and during installation of new roofing system.
- C. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.

PART 2 PRODUCTS

2.01 COMPONENTS

PART 3 EXECUTION

3.01 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Remove damaged portions of roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets.
- D. Remove damaged insulation and fasteners, cant strips, blocking.
- E. Repair existing wood deck surface to provide smooth working surface for new roof system, match historic wood profile and species.

END OF SECTION

This page intentionally left blank

SECTION 07 3213 CLAY ROOF TILES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clay roof tiles.
- B. Underlayment, including ice dam protection.
- C. Wood attachment members (battens, nailers, etc.).
- D. Metal roof flashing and counterflashing.
- E. Fasteners and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction 2022.
- B. ASTM C1167 - Standard Specification for Clay Roof Tiles 2022.
- C. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing 2017.
- D. ASTM D4479/D4479M - Standard Specification for Asphalt Roof Coatings - Asbestos-Free 2007 (Reapproved 2018).
- E. NRCA MS104 - The NRCA Steep Roofing Manual; National Roofing Contractors Association; 2001, Fifth Edition, with interim updates.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on tile and underlayment, indicating material characteristics, installation instructions, and limitations and precautions.
- C. Shop Drawings: For metal flashings and counterflashings, indicate overall configurations and thicknesses, details at complex intersections, jointing methods and locations, and fastening details. Include location and type of underlayment for review.
- D. Selection Samples: Submit color chips of available tile colors and finishes to match in field with existing tile.
- E. Verification Samples: Set of tiles representing actual product in color, finish, and style, including special shapes and fittings.
- F. Manufacturer's Certificates: Certify that tiles supplied for the project meet or exceed specified requirements.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Roof Tiles: Quantity equal to 5 percent of total installed, including appropriate quantities for each color, size, and shape.

1.04 MOCK-UPS

- A. Provide a mock-up for evaluation of tile installation workmanship, including typical eave, rake, valley, and ridge detail.
 - 1. Do not proceed with remaining work until workmanship has been approved by Architect.
 - 2. Refinish mock-up area as required to produce acceptable work.
 - 3. Approved mock-up may not be retained as part of the Work.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store materials in manufacturer's unopened packaging, with labels intact, until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a 75 period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Ludowici Roof Tile.
 - 1. Profiles to match existing historic; T12, Spanish, Graduated Custom (at rotunda) and Double Roll Concrete (on top of Tower).
- B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 ROOF TILES

- A. Existing Clay Roof Tiles: Salvage and reuse intact and serviceable existing clay tiles wherever possible. Assume 70% of the existing tile is in good condition and can be salvaged for reinstallation.
- B. Clay Roof Tiles:
 - 1. Match existing tile as closely as possible.
 - 2. Comply with requirements for ASTM C1167, Grade 1 tile; with nail holes made before firing.
 - 3. Profile: To match existing, Interlocking Tile design manufactured by Ludowici Roof Tile.
 - 4. Finish: Unglazed, natural fired.
 - 5. Color: To match existing.
- C. Special Shapes and Fittings: Supply special shapes and fittings of same material and finish as adjacent tile, factory-formed before firing, as indicated on drawings or as required for specific project conditions, including but not limited to hip caps, ridge caps, rake edges, eave edges, and termination caps.

2.03 SHEET MATERIALS

- A. Smooth Surfaced Roll Roofing: Asphalt-coated organic felt, with smooth asphalt coating both sides, complying with ASTM D6380/D6380M, Class S, Type III.
- B. Provide Grace Ice and Water Shield by Grace Construction Products along the gutters, eaves, valleys and ridges with the following characteristics:
 - 1. Material: Cold applied, self adhering membrane composed of an innovative and proprietary rubberized asphalt adhesive and interwound with a disposable release sheet. An embossed, slip resistant surface is provided on the high performance film with UV barrier properties.
 - 2. Membrane Thickness: 40 mils (1.02 mm) per ASTM D3767 Method A.
 - 3. Membrane Tensile Strength: MD 33 lbf/in, CD 31 lbf/inch per ASTM D412 Die C Modified.
 - 4. Membrane Elongation: 250% per ASTM D412 Die C Modified.
 - 5. Low Temperature Flexibility: Unaffected at -20 degrees F (-29 degrees C) per ASTM D1970.
 - 6. Adhesion to Plywood: 5.0 lb/in. width (876 N/m) per ASTM D903.
 - 7. Maximum Permeance: 0.05 perms (2.9 ng/sqms Pa) per ASTM E96.
 - 8. Maximum Material Weight Installed: 0.22 pounds/sqft (1.1 kg/sqm) per ASTM D461.
 - 9. Service Temperature: 240 degrees F (115.6 degrees C) per ASTM D1204
 - 10. Compatibility: Suitable for use under all types of sloped roofing with the exception high altitude climates where zinc, copper or Cor-Ten roof coverings are used.
 - 11. Adhesive: Rubberized asphalt adhesive containing post-consumer recycled content, contains no calcium carbonate, sand or fly ash.
 - 12. Exposure: Can be left exposed for a maximum of 120 days from date of installation per ASTM G90 - EMMAqua test.
 - 13. Primer: Water-based Perm-A-Barrier WB Primer by Grace Construction Products.
 - 14. Code and Standards Compliance: Grace Ice and Water Shield HT meets the following requirements:

- a. ASTM D1970.
- b. ICC-ES AC 48 Acceptance Criteria for Roof Underlayments for use in Severe Climate Areas.
- c. Underwriters Laboratories Inc. R13399 - Class A fire classification under fiber-glass shingles and Class C under organic felt shingles (per ASTM E108/UL 790).

2.04 METAL FLASHING MATERIALS

- A. Provide metal roof flashings as indicated and as required for watertight roofing system, including eave edge, gable edge, ridge vent, open valley, chimney, parapet, and dormer flashing.
 - 1. Form flashings to profiles indicated, or as required to shed water and protect building from water damage.
 - 2. Form sections square, flat, and accurate to profile, in maximum possible lengths, free from distortion or other defects detrimental to function or appearance.
 - 3. Hem exposed edges of flashings minimum 1/4 inch on underside.
 - 4. Coat concealed surfaces of flashings with bituminous paint.
- B. Copper Flashing: ASTM B370, cold rolled 20 oz/sq ft, 22 gage, 0.027 inch minimum copper thickness; natural finish.
- C. Bituminous Paint: Asphaltic mastic, ASTM D4479/D4479M, Type I.

2.05 FASTENERS

- A. Tile Fasteners: Provide copper ring shank nails, 10 gage, 0.134 inch diameter, with minimum 7/16 inch diameter head, of sufficient length to penetrate 3/4 inch into solid substrate or completely through sheathing.

2.06 ACCESSORIES

- A. Attachment Members:
 - 1. Nailers: Nominal 2 inch thick members, height as required for specific conditions.
- B. Wind Locks: Formed copper, brass, or stainless steel wire clips designed to prevent wind uplift of lower tile edge; length and thickness as recommended by manufacturer for specific project conditions.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine structural roof deck for compliance with specified requirements. Verify that roof penetrations and roof openings are correctly installed in proper locations.
- B. Do not begin installation of tile roofing until substrates have been properly prepared. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Prepare roof deck surfaces using methods recommended by tile manufacturer for achieving best results under project conditions.
- B. Seal roof deck joints wider than 1/16 inch with deck tape.
- C. At areas where elastomeric membrane underlayment will be installed, fill knot holes and surface cracks with latex filler, or cover knot holes with sheet metal.
- D. Install eave edge and gable edge flashings tight with fascia, in accordance with SMACNA (ASMM) recommendations. Lap joints minimum 2 inches and seal with plastic cement.

3.03 INSTALLATION

- A. Install clay tile roofing system in accordance with manufacturers recommendations and NRCA (RM) applicable requirements.
- B. Underlayment:
 - 1. Roof Slopes From 4/12 To 20/12: Install one layers of elastomeric membrane underlayment over entire roof area, perpendicular to roof slope, with ends and edges

- weather lapped a minimum of 4 inches. Stagger end laps of each layer, and nail in place.
2. Install single layer of underlayment perpendicular to roof slope, with ends and edges weather lapped a minimum of 6 inches. Stagger end laps, and nail in place.
 3. Apply additional layer of underlayment not less than 36 inches wide at valleys.
- C. Metal Valley Flashings:
1. Open Valleys: Install minimum 24 inch wide flashing over valley protection membrane, centered over valley and crimped to guide water; fasten to deck with cleats. Overlap end joints minimum 8 inches, blind nailing upper end of each sheet; do not solder joints.
- D. Sheet Metal Flashing: Install flashing at other locations as indicated and as required by project conditions.
1. Install flashing at all locations where clay roof tiles intersect other roofs, walls, parapets, chimneys, ventilators, and similar projections.
- E. Elastomeric Membrane Flashing: Apply self-adhering membrane flashing in concealed locations where metal flashing would be difficult or impossible to apply effectively.
- F. Attachment Members:
1. Cants: Install cant strips at eaves on top of underlayment, spaced for drainage.
 2. Nailers: Install nailers at ridge and hips, directly over underlayment. Protect with additional layer of underlayment before installing ridge and hip tiles and accessories.
 3. Rake Edge Nailers: Install nailers at gable ends, configured as required by project conditions to support tile and provide weather protection to roof components.
- G. Clay Tile:
1. Install first row of tile at eaves with minimum projection of 1 inches.
 2. Unless otherwise indicated or recommended by tile manufacturer, install tile with minimum of 3 inch headlaps.
 3. Miter tile at valleys to form straight edge using masonry saw.
 4. Taper tile at open valleys from 2 inch metal exposure at top, increasing exposure 1 inch for each 96 inches of valley length.
 5. Cut and fit tiles neatly around vents, pipes, and other projections.
 6. Install accessories in accordance with manufacturer's details and recommendations.

3.04 PROTECTION

- A. Remove and replace damaged or broken tile before Date of Substantial Completion.

END OF SECTION

SECTION 07 5419
POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 GENERAL

1.01 SUMMARY

- A. Work shall include, but is not limited to, the following:
 - 1. Preparation of existing roof deck and all flashing substrates.
 - 2. Insulation
 - 3. Cover-board
 - 4. PVC membrane (adhered).
 - 5. PVC membrane flashings (adhered).
 - 6. All related materials and labor required to complete specified roofing necessary to receive specified manufacturer's warranty.

1.02 RELATED SECTIONS

- A. Division 011000 – Summary of Work
- B. Division 076200 – Sheet Metal Flashing and Trim

1.03 DEFINITIONS

- A. ASTM D 1079 - Definitions of Term Relating to Roofing and Waterproofing.
- B. The National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual, Fifth Edition Glossary.

1.04 REFERENCES

- A. AMERICAN SOCIETY OF CIVIL ENGINEERS - Reference Document ASCE 7, Minimum Design Loads for Buildings and Other Structures.
- B. AMERICAN STANDARD OF TESTING METHODS (ASTM):
 - 1. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants
 - 2. ASTM D 751 - Standard Test Methods for Coated Fabrics.
 - 3. ASTM D 4434 - Standard for Polyvinyl Chloride Sheet Roofing.
 - 4. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
 - 5. ASTM E 1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
 - 6. ASTM C 1177/C 1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
 - 7. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Insulation Board.
- C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)::
 - 1. ANSI/SPRI FX-1, Standard Field Test Procedure for Determining the Withdrawal Resistance of Roofing Fasteners.
 - 2. ANSI/FM 4474- American National Standard for Evaluating the Simulated Wind Resistance of Roof Assemblies Using Static Positive and/or Negative Differential Pressures.
- D. COOL ROOF RATING COUNCIL (CRRC)
- E. FACTORY MUTUAL (FM):
 - 1. FM 4450 - Approval Standard - Class I Insulated Steel Roof Decks.
 - 2. FM 4470 - Approval Standard - Class I Roof Covers.
- F. INTERNATIONAL CODES COUNCIL (ICC):
 - 1. 2015 International Building Code (IBC).
- G. NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA).
- H. SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION INC. (SMACNA) Architectural Sheet Metal Manual.

- I. SINGLE PLY ROOFING INDUSTRY (SPRI)
- J. UNDERWRITERS LABORATORY (UL):
 - 1. UL 790 Standard Test Methods for Fire Tests of Roof Coverings.

1.05 ACTION SUBMITTALS

- A. Product Data Sheets: Submit manufacturer's product data sheets, installation instructions and/or general requirements for each component.
- B. Quality Compliance (QC)/Certificate of Analysis (COA): Submit manufacturers QC or COA signed by company's Quality Department certifying membrane materials meet the specified properties listed in the specification.
- C. Material Safety Data Sheets: Submit manufacturer's Material Safety Data Sheets (MDS) for each component.
- D. Sample/Specimen Warranty from the manufacturer and contractor.
- E. Shop Drawings: Provide roof plan and applicable roof system detail drawings.

1.06 INFORMATIONAL SUBMITTALS

- A. Contractor Certification: Submit written certification from roofing system manufacturer certifying that the applicator is authorized by the manufacturer to install the specified materials and system.

1.07 CLOSEOUT SUBMITTALS

- A. Warranty: Provide manufacturer's and contractor's warranties upon substantial completion of the roofing system.

1.08 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS:
 - 1. Manufacturer shall have 20 years of experience manufacturing roofing materials.
 - 2. Trained Technical Field Representatives, employed by the manufacturer, independent of sales.
 - 3. Provide reports in a timely manner of all site visit reports.
 - 4. Provide specified warranty upon satisfactory project completion.
- B. CONTRACTOR QUALIFICATIONS:
 - 1. Contractor shall be authorized by the manufacturer to install specified materials prior to the bidding period through satisfactory project completion.
 - 2. Applicators shall have completed projects of similar scope using same materials as specified herein.
 - 3. Contractor shall provide full time, on-site superintendent or foreman experienced with the specified roof system through satisfactory project completion.
 - 4. Applicators shall be skilled in the application methods for all materials.
 - 5. Contractor shall maintain a daily record, on-site, documenting material installation and related project conditions.
 - 6. Contractor shall maintain a copy of all submittal documents, on-site, available at all times for reference.

1.09 DELIVERY, STORAGE AND HANDLING

- A. Refer to each product data sheet or other published literature for specific requirements.
- B. Deliver materials and store them in their unopened, original packaging, bearing the manufacturer's name, related standards, and any other specification or reference accepted as standard.
- C. Protect and store materials in a dry, well-vented, and weatherproof location. Only materials to be used the same day shall be removed from this location. During cold weather, store materials in a heated location, removed only as needed for immediate use.
- D. When materials are to be stored outdoors, store away from standing water, stacked on raised pallets or dunnage, at least 4 in or more above ground level. Carefully cover storage with

“breathable” tarpaulins to protect materials from precipitation and to prevent exposure to condensation.

- E. Properly dispose of all product wrappers, pallets, cardboard tubes, scrap, waste, and debris. All damaged materials shall be removed from job site and replaced with new, suitable materials.

1.10 SITE CONDITIONS

A. SAFETY:

1. The contractor shall be responsible for complying with all project-related safety and environmental requirements.
2. Hot-air welding shall include heating the specified membrane ply using electric hot-air welding equipment. The contractor shall determine when and where conditions are appropriate to utilize hot-air welding equipment. When conditions are determined by the contractor to be unsafe to proceed, materials and methods shall be utilized to accommodate requirements and conditions.
3. The contractor shall refer to product Safety Data Sheets (SDS) for health, safety, and environment related hazards, and take all necessary measures and precautions to comply with exposure requirements.

B. ENVIRONMENTAL CONDITIONS:

1. Monitor substrate temperature and material temperature, as well as all environmental conditions such as ambient temperature, moisture, sun, cloud cover, wind, humidity, and shade. Ensure conditions are satisfactory to begin work and ensure conditions remain satisfactory during the installation of specified materials. Materials and methods shall be adjusted as necessary to accommodate varying project conditions. Materials shall not be installed when conditions are unacceptable to achieve the specified results.
2. Precipitation and dew point: Monitor weather to ensure the project environment is dry before, and will remain dry, during the application of roofing materials. Ensure all roofing materials and substrates remain above the dew point temperature as required to prevent condensation and maintain dry conditions.
3. Hot-air Welding Application: Take all necessary precautions and measures to monitor conditions to ensure all environmental conditions are safe to proceed with the use hot-air welding equipment. Combustibles, flammable liquids and solvent vapors that represent a hazard shall be eliminated and primers shall be fully dry before proceeding with hot air welding operations.

1.11 PERFORMANCE REQUIREMENTS

A. WIND UPLIFT RESISTANCE:

1. Performance testing shall be in accordance with ANSI/FM 4474, FM 4450, FM 4470, UL 580 or UL 1897.
 - a. Approval Rating:
 - 1) FM 1-90
 - b. Roof System Design Pressures: Calculated in accordance with ASCE 7, or applicable standard, for the specified roof system attachment requirements.

B. FIRE CLASSIFICATION:

1. Performance testing shall be in accordance with UL 790, ASTM E108, FM 4450 or FM 4470 to meet the 12 roof slope requirement.
 - a. Meets requirements of UL Class A or FM Class A.
2. Performance testing shall be in accordance with UL 1256, FM 4450 or FM 4470 to meet the specified requirements for interior flame spread and fuel contribution.
 - a. Meets requirements of UL 1256, or FM Class 1.

C. ROOF SLOPE:

1. Finished roof slope for PVC surfaces shall be 1/8 inch per foot (1 percent) minimum for roof drainage.
 - a. Match existing slope at through-wall scuppers.

D. ENERGY CONSERVATION REQUIREMENTS:

1. Thermal Resistance 'R' for the specified roof insulation system shall include the continuous insulation (ci) above the roof deck.
 - a. Total Thermal Resistance R Value, continuous insulation (ci) above-deck: R(25)
- E. IMPACT RESISTANCE:
 1. Performance testing for impact resistance shall be in accordance with FM 4450, FM 4470 or ASTM D4272 to meet the specified impact resistance requirements.
 - a. Meets requirements for FM-SH (Severe Hail)
- F. COOL ROOF RATING COUNCIL (CRRC):
 1. PVC membrane shall be listed by the Cool Roof Rating Council (CRRC) with the following minimum published values:
 - a. Initial: 0.87 3 Year: 0.67
 - b. Initial: 0.89 3 Year: 0.89
 - c. Initial: 110 3 Year: 81

1.12 WARRANTY

- A. Manufacturer's No Dollar Limit (NDL) Warranty. The manufacturer shall provide the owner with the manufacturer's warranty providing labor and materials to for 20 years from the date the warranty is issued.
- B. The contractor shall guarantee the workmanship and shall provide the owner with the contractor's warranty covering workmanship for a period of 2 years from completion date.

PART 2 PRODUCTS

2.01 ROOFING SYSTEM

- A. Roofing system basis of design: SopremaA®
- B. Substitutions: See Section 016000-Product Requirements.

2.02 PVC MEMBRANES

- A. ADHERED MEMBRANE:
 1. PVC MEMBRANE, ADHERED:
 - a. Polyester reinforced, thermoplastic polyvinyl chloride membrane with a heavy fleece back underside.
 - 1) Membrane Thickness (above fleece) ASTM D4434: 60 mils minimum
 - (a) Manufacturer shall provide membrane at specified minimum of 60 mils
 - (b) ASTM D4434 +/- tolerance for membrane thickness will not be accepted.
 - 2) Thickness over Scrim (ASTM D7635): 30 mils minimum
 - (a) Manufacturer shall provide membrane with minimum 30 mils compound thickness above reinforcement
 - 3) Physical Properties ASTM D4434.
 - (a) Breaking Strength, lbf/in
 - (1) 400 (XMD)
 - (b) Elongation at Break %
 - (1) 30(XMD)
 - (c) Tear Strength, lbf
 - (1) 100 (XMD)
 - (d) Linear Dimensional Change - %
 - (1) %
 - 4) Color: white
 2. PVC FLASHING, ADHERED:
 - a. Polyester reinforced, thermoplastic polyvinyl chloride membrane with a smooth back underside. Mechanically fastened in 6 in (minimum) side-laps. Overall Thickness ASTM D4434 (ASTM D638): 60 mils minimum
 - (a) Manufacturer shall provide membrane at specified minimum 60 mils
 - (b) ASTM D4434 +/- tolerance for membrane thickness will not be accepted.
 - 2) Thickness over Scrim (ASTM D7635): 30 mils minimum

- (a) Manufacturer shall provide membrane with minimum 30 mils compound thickness above reinforcement/scrim
- 3) Physical Properties ASTM D4434.
 - (a) Breaking Strength, lbf/in
 - (1) 300 (XMD)
 - (b) Elongation at Break - %
 - (1) 25(XMD)
 - (c) Tear Strength, lbf
 - (1) 80 (XMD)
 - (d) Linear Dimensional Change - %
 - (1) %
- 4) Color: white

2.03 THERMAL INSULATION SYSTEM

A. TAPERED INSULATION

1. POLYISOCYANURATE INSULATION:

- a. Closed cell polyisocyanurate foam board, non-composite; mechanically fastened.
 - 1) Thickness: 2" i maximum board thickness. Slope as indicated.
 - 2) Crickets: tapered insulation of same type as specified for top layer; slope as indicated.

2. COVER-BOARD

- a. National Gypsum Company, DEXcell FA Glass Mat Roof Board:
 - 1) Gypsum core, glass fiber-faced, roof board:
 - 2) Thickness: 1/4 in
 - 3) Facer: Glass fiber.
 - 4) Meets or exceeds ASTM C1177/C1177M.

2.04 ACCESSORIES

A. MEMBRANE/INSULATION ADHESIVES:

- 1. Solvent-based adhesive. Formulated to adhere smooth back PVC membranes.
 - a. VOC Content: 199.5 g/L or less.
- 2. Waterborne polymeric adhesive. Formulated to adhere smooth and fleece back PVC membranes.
 - a. VOC Content: 179.0 g/L or less.
- 3. Two-component elastomeric polyurethane adhesive. Formulated to adhere fleece back PVC membranes.
 - a. VOC Content: 98 g/L or less.

B. SEALANTS

- 1. Gun grade, moisture curing, polyether, elastomeric sealant for PVC membrane terminations.
 - a. VOC Content: 20 g/L or less
 - b. Meets or exceeds ASTM C920, Type S, Grade NS, Class 25
 - c. Color: White
- 2. Butyl Sealant Tape: Butyl rubber and polyisobutylene water resistant sealant tape for concealed sheet metal joints and water cutoff.
- 3. Butyl Sealant: Butyl rubber and polyisobutylene water resistant sealant for concealed sheet metal joints and water cutoff.

C. MEMBRANE/INSULATION FASTENERS AND PLATES

- 1. #12 DP FASTENER and 3 IN INSULATION PLATE: Insulation system fasteners and metal stress plates.
- 2. #15 HD Fastener: Membrane fastener.
- 3. 2 IN STRESS PLATE: Membrane seam plate.

D. SHEET METAL FLASHING:

1. Contractor shall furnish all sheet metal flashings, counter flashings, roof edge system, and all other related sheet metal flashings and associated fasteners necessary to flash and counter flash the specified roofing system.
 2. Sheet metal flashing materials and fasteners shall be compatible with adjacent materials, to accommodate all project related exposures.
 3. Vinyl Coated Metal: 24 gauge galvanized sheet steel with a 20 mil, UV-resistant PVC coated topside.
 4. Pre-Finished Sheet Metal Flashing Material: Berridge 24g Galvalume steel.
 - a. Color: Manufacturer's full range
 5. Roof Edge System: Tested per ANSI/SPRI ES-1 to meet or exceed design pressures at roof edge.
- E. LIQUID-APPLIED REINFORCED FLASHING SYSTEM:
1. Catalyzed polymethyl methacrylate (PMMA) resin with polyester reinforcing fleece fabric fully embedded into the resin to form fully-reinforced waterproofing membrane flashings.
 - a. Catalyst Powder: Reactive agent added to the PMMA liquid resin to induce curing.
 - b. Fleece Reinforcement: Polyester reinforcement fabric.
 - c. PMMA Color Finish: Rapid curing, polymethyl methacrylate liquid resin combined with color pack for custom color surfacing.
 - 1) Color Pack: Custom color to match stone.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examination includes visual observations, qualitative analysis, and quantitative testing measures as necessary to ensure conditions remain satisfactory throughout the project.
- B. The contractor shall examine all roofing substrates including, but not limited to: insulation materials, roof decks, walls, curbs, rooftop equipment, fixtures, and wood blocking.
- C. The applicator shall not begin installation until conditions have been properly examined and determined to be clean, dry and, otherwise satisfactory to receive specified roofing materials.
- D. During the application of specified materials, the applicator shall continue to examine all project conditions to ensure conditions remain satisfactory to complete the specified roofing system.

3.02 PREPARATION

- A. Before commencing work each day, the contractor shall prepare all roofing substrates to ensure conditions are satisfactory to proceed with the installation of specified roofing materials. Preparation of substrates includes, but is not limited to, substrate repairs, securement of substrates, eliminating all incompatible materials, and cleaning.
- B. Where conditions are found to be unsatisfactory, work shall not begin until conditions are made satisfactory to begin work. Commencing of work shall indicate contractor's acceptance of conditions.

3.03 HOT-AIR WELDING

- A. The Contractor is responsible for project safety. Hot-air shall be used to seal membrane side and end laps. Refer to NRCA CERTA, local codes and building owner's requirements for hot work operations.
- B. Position the membrane so that it overlaps the adjacent membrane at the required side lap width. Ensure the laps are dry, clean and free of foreign material.
- C. Weld the laps together with an automatic welding machine or hand welder maintaining a minimum 1.5 in continuous weld. All seams shall be inspected for a continuous weld.
- D. At end-laps of bare back membranes, round the corners by cutting a radius on both corners.
- E. Fleece back membrane end laps shall be butted to one another and a 6 in membrane coverstrip welded on top.
- F. T-joint patches shall be hot-air welded to the membrane at all t-joint intersections. Chamfer the welding seam prior to installing T-Joint patches using an edging tool or by heating the edge and

rolling.

- G. PVC cut edge sealant shall be installed at all non-factory cut edges.

3.04 ADHERED MEMBRANE APPLICATION

- A. Follow material product data sheets and published general requirements for installation instructions.
- B. Refer to manufacturers published product data sheets. The ambient and surface temperature shall be between 40°F (4°C) and 100°F (37°C) during installation.
- C. Adhesive shall be applied to approved substrates in the suggested "spatter pattern" indicated in manufacturer's published product data sheets.
- D. Apply adhesive from spray nozzle located 2 to 3 feet above the roof surface using a sweeping motion from side to side to evenly distribute the adhesive at approximately 2,000 square feet (20 squares) per adhesive kit.
- E. Apply adhesive to prevent contact between bare PVC side-laps and the adhesive.
- F. Refer to published literature for recommended adhesive "set" time before applying membrane. Monitor changing environmental conditions to ensure satisfactory results as adhesive set time varies with environmental conditions.
- G. Unroll the PVC membrane into the adhesive so only the fleece makes contact with adhesive. Prevent contact between bare side laps and adhesive.
- H. Unroll the PVC to prevent wrinkles, and apply pressure using a roller or push broom to ensure complete adhesion between the fleece underside and the adhesive.
- I. End-laps shall be butted, and a 6 in wide PVC membrane cover-strip shall be welded over the butted end joint.
- J. T-joint patches shall be hot-air welded to the membrane at all T-joint intersections. Chamfer the welding seam prior to installing T-Joint patches using an edging tool or by heating the edge and rolling.
- K. Hot-air weld all side and end-laps with minimum 1-1/2 in welds.
- L. Fasten PVC terminations located at roof edges, walls and curbs, using appropriate fasteners, seam plates or flat termination bars. Install fasteners into the horizontal deck or vertical substrate along the termination.
- M. Fasten membrane termination 12 in on-centers maximum along membrane terminations. Locate the edge of the fastener plate 1 in or more back from the edge of the membrane.
- N. Probe all seams/laps once the hot air welds have thoroughly cooled.
- O. Repair all seam deficiencies the same day they are discovered.

3.05 PVC FLASHING MEMBRANE APPLICATION

- A. Follow material product data sheets and published general requirements for installation instructions.
- B. Ensure field membrane is fastened and secure to the substrate at all membrane terminations before PVC flashing is installed.
- C. Ensure PVC membrane and substrates are dry, clean and free of asphalt and all bitumen-based products. Do not allow bare PVC to come in contact with asphalt or bitumen-based products.
- D. Where required, cover walls and other flashing substrates using specified wood, gypsum or cement roof boards securely fastened in place.
- E. The ambient temperature shall be above 40°F (4.4°C) during adhesive application. Ensure temperature is well above the dew point temperature to prevent condensation during adhesive application.
- F. Apply bonding adhesive using 3/8 in nap solvent resistant rollers to clean, dry and prepared flashing substrates, and onto the underside of the bare PVC membrane. Refer to product data

sheet for application rate.

- G. Prevent adhesive from contacting the membrane at the side and end-laps that are to be hot-air welded.
- H. Allow the adhesive on both surfaces to dry to the touch. Adhesive may be tacky to-the-touch, but not wet. Adhesive should not transfer to the finger tips when touched.
- I. Mate the PVC flashing membrane to the flashing substrate. Prevent air entrapment and wrinkles. Apply pressure with hands, roller or broom to ensure complete adhesion.
- J. Hot-air weld all laps with minimum 1-1/2 in welds.
- K. Probe all seams/laps once the hot air welds have thoroughly cooled.
- L. Repair all seam deficiencies the same day they are discovered
- M. Fasten top leading edge of vertical PVC flashings. Refer to detail drawings.

3.06 LIQUID-APPLIED, PMMA MEMBRANE AND FLASHING SYSTEM APPLICATION

- A. Refer to manufacturer's details drawings, product data sheets and published general requirements for application rates and specific installation instructions.
- B. PVC membrane preparation:
 - 1. Ensure the PVC field membrane is fastened and secure to the substrate at all membrane terminations before liquid-applied flashing is installed.
 - 2. Install a welded PVC cover-strip over fasteners where applicable. Ensure cover-strip is welded tight, with no loose ends or open laps.
 - 3. Ensure PVC membrane and substrates are dry, clean and free of asphalt and all bitumen-based products. Do not allow bare PVC to come in contact with asphalt or bitumen-based products.
 - 4. Lightly abrade the PVC membrane surface where liquid-applied membrane is to be applied.
 - 5. Wipe PVC membrane surface clean using PMMA cleaner, and allow to fully dry.
- C. Pre-cut polyester reinforcing fleece to conform to roof terminations, transitions and penetrations being flashed. Ensure a minimum 2 in overlap of fleece at side and end-laps. Ensure the completed liquid-applied flashing membrane is fully reinforced.
- D. Apply the base coat of catalyzed resin onto the substrate using a brush or roller, working the material into the surface for complete coverage and full adhesion.
- E. Immediately apply the reinforcing into the wet base coat of resin. Using a brush or roller, work the reinforcing fabric into the wet resin while applying the second coat of catalyzed resin to completely encapsulate the fleece.
- F. Refer to reinforced, polymethyl-methacrylate (PMMA) specification section and application instructions, details drawings, product data sheets and published general requirements for complete installation instructions.

3.07 SHEET METAL FLASHING APPLICATION

- A. Refer to sheet metal flashing detail drawings, and follow product data sheets and published general requirements for installation instructions.
- B. Follow the most recent edition of the SMACNA Architectural Sheet Metal Manual for fabrication and installation requirements.

3.08 CLEAN-UP

- A. Clean-up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.

END OF SECTION

SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer 2015 (Reapproved 2022).
- B. ASTM C834 - Standard Specification for Latex Sealants 2017 (Reapproved 2023).
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications 2022.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016 (Reapproved 2023).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

1.04 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a 5 year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - 2. Interior Joints: Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - c. Joints of dissimilar materials.
 - d. Other joints indicated below.
 - 3. Do not seal the following types of joints.
 - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.

- b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - c. Joints where installation of sealant is specified in another section.
 - d. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
 - 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 - 2. Wall and Ceiling Joints in Wet Areas: Non-sag polyurethane sealant for continuous liquid immersion.
 - 3. Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
 - 4. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; clear.
 - 5. In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, and concessions; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.
- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

2.02 JOINT SEALANTS - GENERAL

2.03 NONSAG JOINT SEALANTS

- 1. Color: Match adjacent finished surfaces.
 - 2. Manufacturers:
 - a. Dow Chemical Company: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Pecora Corporation: www.pecora.com.
 - c. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
- B. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 - 1. Color: White.
 - 2. Color: Match adjacent finished surfaces.
 - 3. Manufacturers:
 - a. Sika Corporation; Sikaflex-15 LM: www.usa-sika.com/#sle.
 - b. Tremco Commercial Sealants & Waterproofing; Dymonic 100: www.tremcosealants.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: Standard colors matching finished surfaces.

2.04 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: Gray.
 - 4. Manufacturers:
 - a. The QUIKRETE Companies; QUIKRETE® Polyurethane Self-Leveling Sealant: www.quikrete.com/#sle.
 - b. Sika Corporation; Sikaflex-1c SL: www.usa-sika.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.02 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

END OF SECTION

This page intentionally left blank

SECTION 08 0314
HISTORIC TREATMENT OF WOOD DOORS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment of wood doors in the form of the following:
 - 1. Repairing wood doors and trim.
 - 2. Repairing storm doors and screen doors.
 - 3. Replacing storm-door and screen-door units.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures."

1.02 DEFINITIONS

- A. Door: Generally, this term includes door frame, leaves, hardware, side panels or lights, fan light, transom, storm doors and screen doors unless otherwise indicated by context.
- B. Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.
- C. Interior Trim: Casing.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, and sections showing locations and details of each new unit and its corresponding door locations in the building on annotated plans and elevations.
- C. Historic Treatment Specialist Qualifications
- D. Samples: For each exposed product and for each color and texture specified.

1.04 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic wood door specialist, experienced in repairing, refinishing, and replacing wood doors in whole and in part, 10 years minimum. Experience only in fabricating and installing new wood doors is insufficient experience for wood-door historic treatment work.
- B. Mockups: Prepare mockups of historic treatment repair processes to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation. Prepare mockups so they are as inconspicuous as practicable.
 - 1. Wood Door Repair: Prepare one entire door unit to serve as mockup to demonstrate Samples of each type of repair of wood door members including frame, leaves, glazing, and hardware.

PART 1 PRODUCTS

2.01 HISTORIC TREATMENT OF WOOD DOORS, GENERAL

- A. Quality Standard: Comply with applicable requirements in Section 12, "Historic Restoration Work," and related requirements in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grades of wood doors, and other requirements unless otherwise indicated.
 - 1. Exception: Industry practices cited in the "Architectural Woodwork Standards," Section 12, Article 1.5, "Industry Practices," do not apply to the work of this Section.

2.02 WOOD-REPLACEMENT MATERIALS

- A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.
 - 1. Species: Match species of each existing type of wood component or assembly unless otherwise indicated.

2.03 WOOD-REPAIR MATERIALS

- A. Wood Consolidant: Ready-to-use product designed to penetrate, consolidate, and strengthen soft fibers of wood materials that have deteriorated because of weathering and decay and designed specifically to enhance the bond of wood-patching compound to existing wood.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Abatron, Inc.; LiquidWood.
 - b. ConServ Epoxy LLC; Flexible Epoxy Consolidant 100.
 - c. Gougeon Brothers, Inc.; West System.
 - d. Protective Coating Company; PC-Petrifier and/or PC-Rot Terminator.
 - e. System Three Resins, Inc; RotFix.
- B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated because of weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Abatron, Inc.; LiquidWood with WoodEpoxy.
 - b. Advanced Repair Technology, Inc.; Primatrate with Flex-Tec HV.
 - c. ConServ Epoxy LLC; Flexible Epoxy Consolidant 100 with Flexible Epoxy Patch 200.
 - d. Gougeon Brothers, Inc.; West System thickened with filler.
 - e. Polymeric Systems, Inc.; QuickWood.
 - f. Protective Coating Company; PC-Woody.
 - g. System Three Resins, Inc; Sculpwood.

2.04 GLAZING MATERIALS

- A. Glazing Systems:
 - 1. Traditional Glazing Products: Glazing points and oil-based glazing putty or latex glazing compound. Tint to required color according to manufacturer's written instructions.
 - 2. Primers and Cleaners for Glazing: As recommended in writing by glazing material manufacturer.

2.05 HARDWARE

- A. Replacement Hardware: Replace existing damaged or missing hardware with hardware matching existing.
- B. Material and Design:
 - 1. Material: Solid bronze and/or Nonmagnetic stainless steel] unless otherwise indicated.
 - 2. Design: Custom hardware to replicate, Match type and appearance of existing hardware.
- C. Hardware Finishes: Comply with BHMA A156.18 for base material and finish requirements indicated.

2.06 WEATHER STRIPPING

- A. Compression-Type Weather Stripping: Compressible weather stripping designed for permanently resilient sealing under bumper or wiper action; completely concealed when door is closed.
 - 1. Weather-Stripping Material: Match existing materials and profiles as much as possible unless otherwise indicated.
 - a. Cellular Elastomeric Gaskets: Preformed; complying with ASTM C 509.
 - b. Dense Elastomeric Gaskets: Preformed; complying with ASTM C 864.
- B. Sliding-Type Weather Stripping: Woven-pile weather stripping of wool, polypropylene, or nylon pile and resin-impregnated backing fabric.
 - 1. Weather Seals: Provide weather stripping with integral barrier fin or fins of semirigid, polypropylene sheet or polypropylene-coated material.
- C. Metal Weather Stripping: Bronze or Zinc weather stripping; designed either as one piece to seal door at head and jambs by door sliding against it or as two pieces that interlock; and completely

concealed when door is closed.

2.07 MISCELLANEOUS MATERIALS

- A. Insect Screening:
 - 1. Aluminum Wire Fabric: 18-by-16 count per sq. in. (1.1-by-1.3-mm) mesh of 0.011-inch- (0.28-mm-) diameter, coated aluminum wire; finish to match existing.
- B. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage by decay fungi and wood-boring insects; complying with AWPA P5; containing no boric acid.
- C. Cleaning Materials:
 - 1. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for each 5 gal. (20 L) of solution required.
 - 2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- D. Adhesives: Wood adhesives with minimum 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair and exposure conditions.
- E. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.
 - 1. Match existing fasteners in material and type of fastener unless otherwise indicated.
 - 2. Use concealed fasteners for interconnecting wood components.
 - 3. Use concealed fasteners for attaching items to other work unless exposed fasteners are [the existing fastening method, match existing.
 - 4. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.
 - 5. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
 - 6. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.
- F. Anchors, Clips, and Accessories: Fabricate anchors, clips, and door accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B 633 for SC 3 (Severe) service condition.

2.08 WOOD DOOR FINISHES

- A. Unfinished Replacement Units: Provide exposed exterior and interior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

PART 1 EXECUTION

3.01 PREPARATION

- A. Clean wood doors of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
- B. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.02 HISTORIC TREATMENT OF WOOD DOORS, GENERAL

- A. General: In treating historic items, disturb them as minimally as possible and as follows:
 - 1. Stabilize and repair wood doors to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
 - 2. Remove coatings and apply borate preservative treatment before repair. Remove coatings according to Section 090391 "Historic Treatment of Plain Painting" unless otherwise

- indicated.
3. Repair items in place where possible.
 4. Install temporary protective measures to protect wood door work that is indicated to be completed later.
 5. Refinish historic wood windows according to Section 090391 "Historic Treatment of Plain Painting" unless otherwise indicated.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail. Do not use abrasive methods such as sanding, wire brushing, or power tools except as approved by Architect.
- C. Repair and Refinish Existing Hardware: Dismantle door hardware; strip paint, repair, and refinish it to match finish Samples; and lubricate moving parts just enough to function smoothly.
- D. Repair Wood Doors: Match existing materials and features, retaining as much original material as possible to perform repairs.
1. Unless otherwise indicated, repair wood doors by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
 2. Where indicated, repair wood doors by limited replacement matching existing material.
- E. Replace Wood Units: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.
- F. Protection of Openings: Where doors are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.
- G. Identify removed doors, frames, leaves, and members with numbering system corresponding to door locations to ensure reinstallation in same location.

3.03 WOOD DOOR PATCH-TYPE REPAIR

- A. General: Patch wood members that exhibit depressions, holes, or similar voids and that have limited amounts of rotted or decayed wood.
1. Treat wood members with wood consolidant before applying patching compound. Coat wood surfaces by brushing, applying multiple coats until wood is saturated and unable to absorb more. Allow treatment to harden before filling void with patching compound.
 2. Remove rotted or decayed wood down to sound wood.
- B. Apply borate preservative treatment to accessible surfaces either before applying wood consolidant or after removing rotted or decayed wood.
- C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.
1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
 2. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
 3. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.

3.04 WOOD DOOR MEMBER-REPLACEMENT REPAIR

- A. General: Replace parts of or entire wood door members at locations where damage is too extensive to patch.
1. Remove broken, rotted, and decayed wood down to sound wood.
 2. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.
 3. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.

- B. Apply borate preservative treatment to accessible surfaces after replacements are made. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.
- C. Repair remaining depressions, holes, or similar voids with patch-type repairs.
- D. Glazing: Reglaze units before reinstallation.
 - 1. Mill new and rout existing glazed members to accommodate new glass thickness.
 - 2. Provide replacement glazing stops coordinated with glazing system indicated.
 - 3. Provide glazing stops to match contour of door frames.
- E. Reinstall units removed for repair into original openings.
- F. Weather Stripping: Replace nonfunctioning and install missing weather stripping to ensure full-perimeter weather stripping for each exterior leaf.

3.05 GLAZING

- A. Comply with combined written instructions of manufacturers of glass, glazing system, and glazing materials, unless more stringent requirements are indicated.
- B. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.
- C. Remove existing glass and glazing where indicated [on Drawings] [in a schedule], and prepare surfaces for reglazing.
- D. Remove glass and glazing from openings and prepare surfaces for reglazing.
- E. Size glass as required by Project conditions to provide necessary bite on glass, minimum edge and face clearances, with reasonable tolerances.
- F. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.
- G. Install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass.
- H. Install glass with proper orientation so that coatings, if any, face exterior or interior as required.
- I. Disposal of Removed Glass: Remove from Owner's property and legally dispose of it unless otherwise indicated.

3.06 WEATHER STRIPPING INSTALLATION

- A. Install weather stripping for tight seal of joints as determined by preconstruction testing and demonstrated in mockup.

END OF SECTION

This page intentionally left blank

**SECTION 08 0352
HISTORIC TREATMENT OF WOOD WINDOWS**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment of wood windows in the form of the following:
 - 1. Repairing wood windows and trim.
 - 2. Replacing wood window frames and sash units.
 - 3. Reglazing.
 - 4. Repairing, refinishing, and replacing hardware.
 - 5. Repairing storm windows and insect screens.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.

1.02 DEFINITIONS

- A. Window: Includes window frame, sash, hardware, trim, storm window, and exterior and interior shutters unless otherwise indicated by context.
- B. Exterior Trim: Exterior casing, brick mold, and cornice or drip cap.
- C. Interior Trim: Casing, stool, and apron.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include plans, elevations, and sections showing locations and details of each new unit and its corresponding window locations in the building on annotated plans and elevations.
- C. Historic Treatment Specialist Qualifications
- D. Samples: For each exposed product and for each color and texture specified.

1.04 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic wood window specialist, experienced in repairing, refinishing, and replacing wood windows in whole and in part, 10 years minimum. Experience only in fabricating and installing new wood windows is insufficient experience for wood-window historic treatment work.
- B. Wood-Repair-Material Manufacturer Qualifications: A firm regularly engaged in producing wood consolidant and wood-patching compound that have been used for similar historic wood-treatment applications with successful results, and with factory-authorized service representatives who are available for consultation and Project-site inspection and on-site assistance.
- C. Mockups: Prepare mockups of historic treatment repair processes to demonstrate aesthetic effects and to set quality standards for materials and execution and for fabrication and installation. Prepare mockups so they are as inconspicuous as practicable.
 - 1. Wood Window Repair: Prepare one entire window unit to serve as mockup to demonstrate samples of each type of repair of wood window members including frame, sash, glazing, and hardware.

PART 1 PRODUCTS

2.01 HISTORIC TREATMENT OF WOOD WINDOWS, GENERAL

- A. Quality Standard: Comply with applicable requirements in Section 12, "Historic Restoration Work," and related requirements in AWI/AWMAC/WI's "Architectural Woodwork Standards" for construction, finishes, grades of wood windows, and other requirements unless otherwise indicated.
 - 1. Exception: Industry practices cited in Section 12, Article 1.5, Industry Practices, of the Architectural Woodwork Standards do not apply to the work of this Section.

2.02 WOOD-REPLACEMENT MATERIALS

- A. Wood, General: Clear fine-grained lumber; kiln dried to a moisture content of 6 to 12 percent at time of fabrication; free of visible finger joints, blue stain, knots, pitch pockets, and surface checks larger than 1/32 inch (0.8 mm) deep by 2 inches (51 mm) wide.
 - 1. Species: Match species of each existing type of wood component or assembly unless otherwise indicated.

2.03 WOOD-REPAIR MATERIALS

- A. Wood Consolidant: Ready-to-use product designed to penetrate, consolidate, and strengthen soft fibers of wood materials that have deteriorated due to weathering and decay and designed specifically to enhance the bond of wood-patching compound to existing wood.
 - 1. Products: Subject to compliance with requirements, provide one of the following available products:
 - a. Abatron, Inc.; LiquidWood.
 - b. ConServ Epoxy LLC; Flexible Epoxy Consolidant 100.
 - c. Gougeon Brothers, Inc.; West System.
 - d. Protective Coating Company; [PC-Petrifier] [or] [PC-Rot Terminator].
 - e. System Three Resins, Inc.; RotFix.
- B. Wood-Patching Compound: Two-part epoxy-resin wood-patching compound; knife-grade formulation as recommended in writing by manufacturer for type of wood repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be designed for filling voids in damaged wood materials that have deteriorated due to weathering and decay. Compound shall be capable of filling deep holes and spreading to feather edge.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Abatron, Inc.; LiquidWood with WoodEpoxy.
 - b. Advanced Repair Technology, Inc.; Primatrate with Flex-Tec HV.
 - c. ConServ Epoxy LLC; Flexible Epoxy Consolidant 100 with Flexible Epoxy Patch 200.
 - d. Gougeon Brothers, Inc.; West System thickened with filler.
 - e. Polymeric Systems, Inc.; QuickWood.
 - f. Protective Coating Company; PC-Woody.
 - g. System Three Resins, Inc.; Sculpwood.

2.04 GLAZING MATERIALS

- A. Glazing Systems:
 - 1. Traditional Glazing Products: Glazing points and oil-based glazing putty or latex glazing compound. Tint to required color according to manufacturer's written instructions.
 - 2. Primers and Cleaners for Glazing: As recommended in writing by glazing material manufacturer.

2.05 HARDWARE

- A. Window Hardware: Provide complete sets of window hardware consisting of sash balances, hinges, pulls, latches, and accessories indicated for each window or required for proper operation. Sets shall include replacement hardware to complement repaired and refinished, existing hardware. Window hardware shall smoothly operate, tightly close, and securely lock wood windows and be sized to accommodate sash or ventilator weight and dimensions.
- B. Replacement Hardware: Replace existing damaged or missing hardware with new hardware.
- C. Material and Design:
 - 1. Material: Solid bronze of alloy indicated and/or Nonmagnetic stainless steel unless otherwise indicated.
 - 2. Design: Custom hardware to replicate, Match type and appearance of existing hardware.
 - 3. Weight and Pulley Sash-Balance: Concealed weight and pulley balance system including steel or cast iron weights, cast-bronze pulleys, synthetic sash cord or sash chain; size and capacity to hold sash stationary at any open position.
 - 4. Spring Sash-Balance: Concealed tape-spring, spiral-tube, spring-loaded or block-and-tackle type; size and capacity to hold sash stationary at any open position.

- D. Hardware Finishes: Comply with BHMA A156.18 for base material and finish requirements indicated.

2.06 WEATHER STRIPPING

- A. Compression-Type Weather Stripping: Compressible weather stripping designed for permanently resilient sealing under bumper or wiper action; completely concealed when window is closed.
 - 1. Weather-Stripping Material: Match existing materials and profiles as much as possible unless otherwise indicated.
 - a. Cellular Elastomeric Gaskets: Preformed; complying with ASTM C 509.
 - b. Dense Elastomeric Gaskets: Preformed; complying with ASTM C 864.
- B. Sliding-Type Weather Stripping: Woven-pile weather stripping of wool, polypropylene, or nylon pile and resin-impregnated backing fabric.
 - 1. Weather Seals: Provide weather stripping with integral barrier fin or fins of semirigid, polypropylene sheet or polypropylene-coated material.
- C. Metal Weather Stripping: Bronze weather stripping; designed either as one piece to seal by sliding into a groove in the sash or as two pieces that interlock; and completely concealed when window is closed.

2.07 MISCELLANEOUS MATERIALS

- A. Borate Preservative Treatment: Inorganic, borate-based solution, with disodium octaborate tetrahydrate as the primary ingredient; manufactured for preserving weathered and decayed wood from further damage by decay fungi and wood-boring insects; complying with AWWA P5; containing no boric acid.
- B. Cleaning Materials:
 - 1. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for each 5 gal. (20 L) of solution required.
 - 2. Mildewcide: Commercial, proprietary mildewcide or a solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- C. Adhesives: Wood adhesives for exterior exposure, with minimum 15- to 45-minute cure at 70 deg F (21 deg C), in gunnable and liquid formulations as recommended in writing by adhesive manufacturer for each type of repair.
- D. Fasteners: Use fastener metals that are noncorrosive and compatible with each material joined.
 - 1. Match existing fasteners in material and type of fastener unless otherwise indicated.
 - 2. Use concealed fasteners for interconnecting wood components.
 - 3. Use concealed fasteners for attaching items to other work unless exposed fasteners are the existing fastening method, match existing.
 - 4. For fastening metals, use fasteners of same basic metal as fastened metal unless otherwise indicated.
 - 5. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
 - 6. Finish exposed fasteners to match finish of metal fastened unless otherwise indicated.
- E. Anchors, Clips, and Accessories: Fabricate anchors, clips, and window accessories of aluminum, nonmagnetic stainless steel, or hot-dip zinc-coated steel complying with requirements in ASTM B 633 for SC 3 (Severe) service condition.

2.08 WOOD WINDOW FINISHES

- A. Unfinished Replacement Units: Provide exposed exterior and interior wood surfaces of replacement units unfinished; smooth, filled, and suitably prepared for on-site priming and finishing.

PART 1 EXECUTION

3.01 PREPARATION

- A. Clean wood windows of mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. After cleaning, rinse thoroughly with fresh water. Allow to dry before repairing or painting.
- B. Condition replacement wood members and replacement units to prevailing conditions at installation areas before installing.

3.02 HISTORIC TREATMENT OF WOOD WINDOWS, GENERAL

- A. General: In treating historic items, disturb them as minimally as possible and as follows:
 - 1. Stabilize and repair wood windows to reestablish structural integrity and weather resistance while maintaining the existing form of each item.
 - 2. Remove coatings and apply borate preservative treatment before repair. Remove coatings according to Section 090391 "Historic Treatment of Plain Painting" unless otherwise indicated.
 - 3. Repair items in place where possible.
 - 4. Install temporary protective measures to protect wood window work that is indicated to be completed later.
 - 5. Refinish historic wood windows according to Section 090391 "Historic Treatment of Plain Painting" unless otherwise indicated.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and natural-fiber bristle brushing, that will not abrade wood substrate, reducing clarity of detail. Do not use abrasive methods such as sanding, wire brushing, or power tools except as approved by Architect.
- C. Repair and Refinish Existing Hardware: Dismantle window hardware; strip paint, repair, and refinish it to match finish samples; and lubricate moving parts just enough to function smoothly.
- D. Repair Wood Windows: Match existing materials and features, retaining as much original material as possible to perform repairs.
 - 1. Unless otherwise indicated, repair wood windows by consolidating, patching, splicing, or otherwise reinforcing wood with new wood matching existing wood or with salvaged, sound, original wood.
 - 2. Where indicated, repair wood windows by limited replacement matching existing material.
 - 3. Sash Balance: Repair sash balances to function according to type as specified in "Hardware" Article" above. Provide missing sash balances.
- E. Replace Wood Units: Where indicated, duplicate and replace units with units made from salvaged, sound, original wood or with new wood matching existing wood. Use surviving prototypes to create patterns for duplicate replacements.
- F. Protection of Openings: Where sash or windows are indicated for removal, cover resultant openings with temporary enclosures so that openings are weathertight during repair period.
- G. Identify removed windows, frames, sash, and members with numbering system corresponding to window locations to ensure reinstallation in same location.

3.03 WOOD WINDOW PATCH-TYPE REPAIR

- A. General: Patch wood members that exhibit depressions, holes, or similar voids, and that have limited amounts of rotted or decayed wood.
 - 1. Treat wood members with wood consolidant before applying patching compound. Coat wood surfaces by brushing, applying multiple coats until wood is saturated and unable to absorb more. Allow treatment to harden before filling void with patching compound.
 - 2. Remove rotted or decayed wood down to sound wood.
- B. Apply borate preservative treatment to accessible surfaces either before applying wood consolidant or after removing rotted or decayed wood.

- C. Apply wood-patching compound to fill depressions, nicks, cracks, and other voids created by removed or missing wood.
 - 1. Prime patch area with application of wood consolidant or manufacturer's recommended primer.
 - 2. Apply patching compound in layers as recommended in writing by manufacturer until the void is completely filled.
 - 3. Sand patch surface smooth and flush with adjacent wood, without voids in patch material, and matching contour of wood member.

3.04 WOOD WINDOW MEMBER-REPLACEMENT REPAIR

- A. General: Replace parts of or entire wood window members at locations [indicated on Drawings] [scheduled] [and] [where damage is too extensive to patch] .
 - 1. Remove broken, rotted, and decayed wood down to sound wood.
 - 2. Custom fabricate new wood to replace missing wood; either replace entire wood member or splice new wood part into existing member.
 - 3. Secure new wood using finger joints, multiple dowels, or splines with adhesive and nailing to ensure maximum structural integrity at each splice. Use only concealed fasteners. Fill nail holes and patch surface to match surrounding sound wood.
- B. Apply borate preservative treatment to accessible surfaces after replacements are made. Apply treatment liberally by brush to joints, edges, and ends; top, sides, and bottom.
- C. Repair remaining depressions, holes, or similar voids with patch-type repairs.
- D. Glazing: Reglaze units before reinstallation.
 - 1. Mill new and rout existing glazed members to accommodate new glass thickness.
 - 2. Provide replacement glazing stops coordinated with glazing system indicated.
 - 3. Provide glazing stops to match contour of sash frames.
- E. Reinstall units removed for repair into original openings.
- F. Weather Stripping: Replace nonfunctioning and install missing weather stripping to ensure full-perimeter[and meeting rail] weather stripping for each operable sash.

3.05 GLAZING

- A. Comply with combined written instructions of manufacturers of glass, glazing systems, and glazing materials, unless more stringent requirements are indicated.
- B. Remove cracked and damaged glass and glazing materials from openings and prepare surfaces for reglazing.
- C. Remove existing glass and glazing where indicated, and prepare surfaces for reglazing.
- D. Remove glass and glazing from openings and prepare surfaces for reglazing.
- E. Size glass as required by Project conditions to provide necessary bite on glass, minimum edge and face clearances, with reasonable tolerances.
- F. Apply primers to joint surfaces where required for adhesion of glazing system, as determined by preconstruction testing.
- G. Install setting bead, side beads, and back bead against stop in glazing rabbets before setting glass.
- H. Install glass with proper orientation so that coatings, if any, face exterior or interior as required.
- I. Disposal of Removed Glass: Remove from Owner's property and legally dispose of it unless otherwise indicated.

3.06 WEATHER STRIPPING INSTALLATION

- A. Install weather stripping for tight seal of joints as determined by preconstruction testing and demonstrated in mockup.

END OF SECTION

This page intentionally left blank

**SECTION 09 0391
HISTORIC TREATMENT OF PLAIN PAINTING**

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes historic treatment of plain painting as follows:
 - 1. Removing existing paint.
 - 2. Repairing substrates.
 - 3. Plain painting of historic surfaces, including staining and varnishing of historic wood.
- B. Related Requirements:
 - 1. Section 013591 "Historic Treatment Procedures" for general historic treatment requirements.

1.02 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. Modern Paint Materials: Paint materials not designed to match historic paint formulations but that may be required to match historic paint colors.
- I. Plain Painting: For historic treatment, this means painting that requires attention to historic treatment requirements, but no special, decorative or artistic painting skill.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of paint system and each color and gloss.
 - 1. For each painted color being matched to a standardized color-coding system, include the color chips from the color-coding-system company with Samples.
 - 2. Label each Sample for location and application.
- C. Product List: Printout of current MPI's "MPI Approved Products List" for each MPI-product category specified in paint systems, with the proposed product highlighted.

1.04 INFORMATIONAL SUBMITTALS

- A. Historic Treatment Specialist Qualifications

1.05 QUALITY ASSURANCE

- A. Historic Treatment Specialist Qualifications: A qualified historic painting specialist with expertise in matching and touching up existing painting, 10 years minimum. Experience only in new painting work is insufficient experience for historic treatment work.
- B. Mockups: Prepare mockups of historic treatment processes for each type of coating system and substrate indicated and each color and finish required to demonstrate aesthetic effects and to set quality standards for materials and execution. Duplicate appearance of approved Sample submittals.
 - 1. Surface-preparation mockups using applicable specified methods of cleaning and other surface preparation.

2. Coating mockups to represent surfaces and conditions for application of each type of coating system.

PART 1 PRODUCTS

2.01 PREPARATORY CLEANING MATERIALS

- A. Water: Potable.
- B. Hot Water: Water heated to a temperature of 140 to 160 deg F (60 to 71 deg C).
- C. Detergent Solution: Solution prepared by mixing 2 cups (0.5 L) of tetrasodium pyrophosphate (TSPP), 1/2 cup (125 mL) of laundry detergent that contains no ammonia, 5 quarts (5 L) of 5 percent sodium hypochlorite bleach, and 15 quarts (15 L) of warm water for every 5 gal. (20 L) of solution required.
- D. Mildewcide: Commercial proprietary mildewcide or a job-mixed solution prepared by mixing 1/3 cup (80 mL) of household detergent that contains no ammonia, 1 quart (1 L) of 5 percent sodium hypochlorite bleach, and 3 quarts (3 L) of warm water.
- E. Abrasives for Ferrous Metal Cleaning: Aluminum oxide paper, emery paper, fine steel wool, steel scrapers, and steel-wire brushes of various sizes.
- F. Rust Remover: Manufacturer's standard phosphoric acid-based gel formulation, also called "naval jelly," for removing corrosion from iron and steel.

2.02 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: Match existing.

2.03 MODERN PAINT MATERIALS, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction[.] and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base:
 1. Flat Paints and Coatings: 50 g/L.
 2. Nonflat Paints and Coatings: 150 g/L.
 3. Primers, Sealers, and Undercoaters: 200 g/L.
 4. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
 5. Pretreatment Wash Primers: 420 g/L.
 6. Floor Coatings: 100 g/L.
 7. Clear Wood Finishes, Varnishes: VOC not more than 350 g/L.
 8. Shellacs, Clear: 730 g/L.
 9. Shellacs, Pigmented: 550 g/L.
 10. Stains: 250 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- D. Transition Coat: Paint manufacturer's recommended coating for use where a residual existing coating is incompatible with the paint system.

2.04 MODERN PAINT MATERIALS

- A. Wood Primers:

1. Primer, Latex for Exterior Wood: MPI #6.
 2. Primer, Alkyd for Exterior Wood: MPI #5.
- B. Water-Based Paints:
1. Latex, Exterior, Gloss (Gloss Level 6):MPI #119.
 2. Latex, Interior, Semigloss, Gloss Level 5: MPI #54.
- C. Solvent-Based Paints:
1. Alkyd, Exterior, Semigloss (Gloss Level 5):[MPI #94.]

2.05 PATCHING MATERIALS

- A. Metal Patching Compound: Two-part, polyester-resin, metal patching compound; knife-grade formulation as recommended in writing by manufacturer for type of metal repair indicated, tooling time required for the detail of work, and site conditions. Compound shall be produced for filling metal that has deteriorated due to corrosion. Filler shall be capable of filling deep holes and spreading to feather edge.

PART 1 EXECUTION

3.01 HISTORIC TREATMENT OF PAINTING, GENERAL

- A. Execution of the Work: In treating historic items, disturb them as minimally as possible and as follows:
1. Remove failed coatings and corrosion and repaint.
 2. Verify that substrate surface conditions are suitable for painting.
 3. Allow other trades to repair items in place and retain as much original material as possible before repainting.
 4. Install temporary protective measures to protect historic painted surfaces that shall be treated later.
- B. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail. Do not use abrasive methods such as rotary sanding, rotary wire brushing, or power tools except as indicated as part of the historic treatment program and as approved by Architect.
- C. Heat Processes: Do not use torches, heat guns, or heat plates.

3.02 EXAMINATION

- A. Examine substrates and conditions, with historic treatment specialist present, for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.
- B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
1. Wood: [10] percent.
- C. Alkalinity: Do not begin application of coatings unless surface alkalinity is within range recommended in writing by paint manufacturer. Conduct alkali testing with litmus paper on exposed plaster, cementitious, and masonry surfaces.

3.03 PREPARATORY CLEANING

- A. General: Use only the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.
- B. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.

- C. Solvent Cleaning: Use solvent cleaning to remove oil, grease, smoke, tar, and asphalt from painted or unpainted surfaces before other preparation work. Wipe surfaces with solvent using clean rags and sponges. If necessary, spot-solvent cleaning may be employed just prior to commencement of paint application, provided enough time is allowed for complete evaporation. Use clean solvent and clean rags for the final wash to ensure that all foreign materials have been removed. Do not use solvents, including primer thinner and turpentine, that leave residue.
- D. Mildew: Clean off existing mildew, algae, moss, plant material, loose paint, grease, dirt, and other debris by scrubbing with bristle brush or sponge and detergent solution. Scrub mildewed areas with mildewcide. Rinse with water applied by clean rags or sponges.
- E. Chemical Rust Removal:
 - 1. Remove loose rust scale with approved abrasives for ferrous-metal cleaning.
 - 2. Apply rust remover with brushes or as recommended in writing by manufacturer.
 - 3. Allow rust remover to remain on surface for period recommended in writing by manufacturer or as determined by preconstruction testing. Do not allow extended dwell time.
 - 4. Wipe off residue with mineral spirits and either steel wool or soft rags, or clean with method recommended in writing by manufacturer to remove residue.
 - 5. Dry immediately with clean, soft cloths. Follow direction of grain in metal.
 - 6. Prime immediately to prevent rust. Do not touch cleaned metal surface until primed.
- F. Mechanical Rust Removal:
 - 1. Remove rust with approved abrasives for ferrous-metal cleaning. Clean to bright metal.
 - 2. Wipe off residue with mineral spirits and either steel wool or soft rags.
 - 3. Dry immediately with clean, soft cloths. Follow direction of grain in metal.
 - 4. Prime immediately to prevent rust. Do not touch cleaned metal surface until primed.

3.04 PAINT REMOVAL

- A. General: Remove paint where indicated. Where cleaning methods have been attempted and further removal of the paint is required because of incompatible or unsatisfactory surfaces for repainting, remove paint to extent required by conditions.
 - 1. Brushes: Use brushes that are resistant to chemicals being used.
 - a. Metal Substrates: If using wire brushes on metal, use brushes of same metal composition as metal being treated.
 - b. Wood Substrates: Do not use wire brushes.
- B. Paint Removal with Hand Tools: Remove paint manually using hand-held scrapers, wire brushes, sandpaper, and metallic wool as appropriate for the substrate material. Do not use other methods except as indicated as part of the historic treatment program and as approved by Architect.

3.05 SUBSTRATE REPAIR

- A. General: Repair substrate surface defects that are inconsistent with the surface appearance of adjacent materials and finishes.
- B. Wood Substrate:
 - 1. Repair wood defects including dents and gouges more than 1/16 inch in size and all holes and cracks by filling with wood-patching compound and sanding smooth. Reset or remove protruding fasteners.
 - 2. Where existing paint is allowed to remain, sand irregular buildup of paint, runs, and sags to achieve a uniformly smooth surface.
- C. Metal Substrate:
 - 1. Preparation: Treat repair locations by wire-brushing and solvent cleaning. Use chemical or mechanical rust removal method to clean off rust.
 - 2. Defects in Metal Surfaces: Repair non-load-bearing defects in existing metal surfaces, including dents and gouges more than 1/8 inch deep or 1/2 inch 1 inch across and all holes and cracks by filling with metal patching compound and sanding smooth. Remove burrs and protruding fasteners.

3. Priming: Prime iron and steel surfaces immediately after repair to prevent flash rusting. Stripe paint corners, crevices, bolts, welds, and sharp edges. Apply two coats to surfaces that are inaccessible after completion of the Work.

3.06 PAINT APPLICATION, GENERAL

- A. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.
- B. Apply a transition coat over incompatible existing coatings.
- C. Metal Substrate: Stripe paint corners, crevices, bolts, welds, and sharp edges before applying full coat. Apply two coats to surfaces that are inaccessible after completion of the Work. Tint stripe coat different than the main coating and apply with brush.
- D. Blending Plain Painted Surfaces: When painting new substrates patched into existing surfaces or touching up missing or damaged finishes, apply coating system specified for the specific substrate. Apply final finish coat over entire surface from edge to edge and corner to corner.

3.07 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- C. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.08 EXTERIOR HISTORIC PAINTING SCHEDULE

- A. Ferrous Metal Substrates:
 1. Alkyd System: MPI REX 5.1D system over a transition coat.
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Metal, Surface Tolerant[, MPI #23.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Metal, Surface Tolerant, MPI #23.
 - d. Intermediate Coat: Alkyd, exterior, matching topcoat.
 - e. Topcoat: Alkyd, exterior, semigloss (Gloss Level 5), MPI #94.
 - f. Color: Selected from manufacture's full range.
- B. Wood:
 1. Latex System:
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Latex for Exterior Wood, MPI #6.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Latex for Exterior Wood, MPI #6.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - e. Topcoat: Latex, exterior semigloss (Gloss Level 5), MPI #11.
 - f. Color: Selected from manufacture's full.
- C. Wood Doors, Windows, and Frames:
 1. Latex System:
 - a. Prime Coat: For MPI DSD 1 degree of surface degradation, touch up with topcoat.
 - b. Prime Coat: For MPI DSD 2 degree of surface degradation, spot prime with Primer, Alkyd for Exterior Wood, MPI #5.
 - c. Prime Coat: For MPI DSD 3 degree of surface degradation, fully prime coat with Primer, Alkyd for Exterior Wood, MPI #5.
 - d. Intermediate Coat: Latex, exterior, matching topcoat.
 - e. Topcoat: Latex, exterior semigloss (Gloss Level 5), MPI #11.

- f. Color: Selected from manufacture's full range.

END OF SECTION

SECTION 32 1316
ARCHITECTURAL CONCRETE PAVING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. ARCHITECTURAL CAST-IN-PLACE CONCRETE PAVING.

1.02 REFERENCES

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 303 - Guide to Cast-in-Place Architectural Concrete Practice.
- C. ACI 305R - Hot Weather Concreting.
- D. ACI 306R - Cold Weather Concreting.
- E. ACI 308 - Standard Practice for Curing Concrete.
- F. ACI 347 - Guide to Formwork for Concrete.
- G. ASTM C33 - Standard Specifications for Concrete Aggregates.
- H. ASTM C150 - Standard Specifications for Portland Cement.
- I. ASTM C260 - Standard Specifications for Air-Entraining Admixtures for Concrete.
- J. ASTM C494 - Standard Specifications for Chemical Admixtures for Concrete.
- K. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- L. ASTM C94 - Standard Specification for Ready-Mixed Concrete.
- M. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 3000.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings:
 - 1. Paving jointing and pour sequence plan.
 - a. Proposed layout of expansion and control joints. Clearly delineate the different joint types. Refer to Drawings for joint layout patterns.
 - b. Layout of paving types/ colors as indicated in drawings and selected through sampling.
- D. Statement of Mix Design: submit one copy of statement prepared by batch plant servicing Project for each load delivered to Project. Statement shall include the following information:
 - 1. Name, address, and telephone number of batch plant preparing statement of mix design.
 - 2. Date of mix design.
 - 3. Project location.
 - 4. Contractor requesting load delivery.
 - 5. Mix design number.
 - 6. Integral color used.
 - 7. Gradations for sand and aggregate.
 - 8. Material weights, specific gravity, and absolute volumes.
 - 9. Basis of testing.
 - 10. Water/ cement ratio.
 - 11. PSI rating.
- E. Joints: Submit manufacturer's joint material and sealant. Provide manufacturer's standard colors for selection by Architect.

- F. Stamped Concrete: Submit product data, samples, and installation literature for material specified.
- G. Colored Concrete: Submit manufacturer's complete sample chip set, including pigment number and required dosage rate for each color.
- H. Concrete Sealer: Submit product data and application literature for material specified.
- I. Testing:
 - 1. Perform testing and analysis under provisions of Section 014000.
 - 2. Submit proposed mix design for each class of concrete for review prior to commencement of work.
 - 3. Testing firm will take cylinders and perform slump and air entrainment tests in accordance with ACI 301.
 - 4. Four concrete test cylinders will be taken for each class of concrete placed each day.
 - 5. One slump test will be taken for each set of test cylinders taken.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
- B. Installer Qualifications:
 - 1. The Installer shall provide a qualified foreman or supervisor who has a minimum of three years experience with imprinted and textured concrete, and who has successfully completed at least 25 Architectural Paving Systems concrete installations of high quality and similar in scope to that required.
 - 2. The concrete is cast in place, on the job site, by trained and experienced workmen who shall be employed by an approved manufacturer.
 - 3. Perform work in accordance with ACI 301, 302, 303.
 - 4. Obtain materials from same source throughout.
- C. Ready-Mixed Supplier Qualifications: Supplier of ready-mixed concrete products shall comply with ASTM C 94 requirements for production facilities and equipment. Supplier shall be certified according to NCRMA's "Certification of Ready Mixed Concrete Production Facilities Quality Control Manuals."
- D. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- E. Mock-Up:
 - 1. Provide field sample prior to beginning work, 48 inches by 48 inches in size illustrating paving finish for each type of finish specified.
 - 2. Do not proceed with remaining work until workmanship, pattern, color, and sheen are approved by Architect.
 - 3. Refinish mock-up area as required to produce acceptable work.
 - 4. Include control and expansion joints in mock up for review and approval.
 - 5. Retain samples of cements, sands, aggregates used in mockup for comparison with materials used in remaining work.
 - 6. Accepted mock-up slab is considered basis of quality for the finished work. Keep mock-up exposed to view for duration of concrete work.
 - 7. Approved mock-up may remain as part of the Work. Un-approved mock-up shall be removed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.06 PROJECT CONDITIONS

- A. Do not place pavement when base surface or ambient temperature is less than 40 degrees F (4 degrees C) or if base surface is wet or frozen.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.07 WARRANTY

- A. All materials manufactured warranted to be of uniform quality within manufacturing tolerances.

PART 2 - PRODUCTS

2.01 ARCHITECTURAL CONCRETE SYSTEM

- A. Manufacturers:
 - 1. The Bomanite Company, www.bomanite.com <<http://www.bomanite.com>>
 - 2. Requests for substitutions will be considered in accordance with provisions of Section 01 6000.
- B. Architectural Concrete Systems, reference Drawings for location:
 - 1. Bomanite Imprint: Herringbone Used Brick
- C. Supporting Structure:
 - 1. Mix Design:
 - a. Mix and deliver concrete in accordance with ASTM C94, Alternate 2.
 - b. Use accelerating admixtures containing no calcium chloride in cold weather only when approved by testing laboratory. Use of admixtures will not relax cold weather placement requirements.
 - c. Use set retarding admixtures during hot weather only when approved by testing laboratory.
 - d. Add air entraining agent to concrete mix for concrete work exposed to exterior, in amounts of 4 to 7 percent of total concrete volume or as otherwise recommended by testing laboratory.
 - e. Add coloring admixture where scheduled in quantities recommended by coloring admixture manufacturer to achieve selected color.
 - f. Maintain water cement ratio to produce a minimum of 3 to maximum of 5 inch slump.
 - g. Use of calcium chloride is strictly prohibited.
 - 2. Subgrade:
 - a. Refer to drawings and specifications for scope of subgrade preparation.
 - 3. Reinforcement:
 - a. Fiber Reinforcement: ASTM C948, collated, fibrillated, 3/4 inch (19 mm) long virgin polypropylene fibers.
 - b. Reinforcing Steel: ASTM A615; Grade 60; deformed billet steel bars, uncoated finish.
- D. Primary Concrete Color:
 - 1. Color Hardener Concrete Color: match existing to remain.
- E. Secondary Concrete Color:
 - 1. Con Color: match existing to remain.
- F. Sealer:
 - 1. Commercial exterior grade, match existing to remain.

2.02 RELATED MATERIALS

- A. Cement: ASTM C150, type 1, Portland cement, gray color.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.
- D. Form Material: Conform to ACI 301. If using metal, material shall be free from deformities. If using wood, use construction grade lumber, sound and free of warp, minimum 2 inches (51

mm) nominal thickness, except where short radii of curves require thinner forms.

- E. Tie Wire: Annealed steel, minimum 16 gauge (1.519 mm) size.
- F. Dowels: ASTM A615; Grade 40, plain steel, uncoated finish.
- G. Miscellaneous Reinforcing Accessories: Spacers, chairs, ties, and other devices necessary for properly placing, spacing, supporting, and fastening reinforcement in place.
- H. Air-Entraining Admixture: ASTM C 206. Air Entrained Concrete shall be used wherever concrete is exposed to the freezing weather. Proportions of entrained air, as determined by ASTM C233, and C260, shall be as follows:
- I. Joint Fillers:
 - 1. Joint Filler: Polyethylene foam expansion joint material, 3/8 inch thick.
- J. Sealants: Two part polyurethane sealants, grade as required to suit application.
 - 1. Color: match existing to remain.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Installation of architectural concrete paving must be performed by certified installers only.

3.02 INSPECTION

- A. Verify compacted subgrade is ready to support paving and imposed loads, free of frost, smooth and properly compacted.
- B. Verify gradients and elevations of base are correct, and proper drainage has been provided so water does not stand in the area to receive paving.
- C. Beginning of installation means acceptance of existing conditions.

3.03 PREPARATION

- A. If vapor retarding membrane is not used, moisten base to minimize absorption of water from fresh concrete.
- B. Notify Architect and testing laboratory, minimum 24 hours prior to commencement of concreting operations.

3.04 FORMING

- A. Construct and remove forms in accordance with ACI 347.
- B. Place and secure forms to correct location, dimension, and profile. Adequately brace to withstand loads applied during concrete placement.
- C. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- D. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 INSERTS AND ACCESSORIES

- A. Make provisions for installation of inserts, accessories, anchors, and sleeves.

3.06 REINFORCEMENT

- A. Accurately place reinforcement in middle of slabs-on-grade.
- B. Discontinue every other bar of reinforcement at control and expansion joints.
- C. Support reinforcing on bar chairs. Securely saddle tie at intersections. Rigidly secure in place to minimize displacement during concrete pour.

3.07 JOINTS

- A. Intentional stoppage of concrete placing shall be at planned location of either an expansion joint or contraction joint.
- B. Provide sawed contraction joints in vehicular paving and curbs spaced as detailed on Drawings, but in no case greater than 20 feet (6 m) o.c. spacing.

1. Saw joints after completion of finishing operations as soon as concrete has hardened to extent necessary to prevent revealing of joint or damage to adjacent concrete surfaces.
 2. Saw joints same day that concrete is placed except that sawing of joints in concrete placed late in day may be delayed until morning of following day.
 3. In any event, saw joints within 18 hours after placing concrete.
 4. Use a power-driven concrete saw made especially for sawing concrete and maintain in good operating condition.
 5. Saw cut shall be to a depth equal to 1/4 of slab thickness.
 6. Align joints in vehicular paving with joints in adjacent pedestrian paving.
 7. Cut joints through curbs at right angles to back of curb.
- C. Place joint filler between paving components and building or other appurtenances.
- D. Provide scored joints in sidewalks and plazas to a depth of 1/4 the slab thickness, and at intervals as indicated, but in no case spaced greater than width of walk.

3.08 PLACING CONCRETE

- A. Place concrete in accordance with ACI 301, 302, and 304. Deposit concrete so that specified slab thickness will be obtained after vibrating and finishing operations. Minimize handling to prevent segregation. Consolidate concrete by suitable means to prevent formation of voids or honeycombs. Exercise care to prevent disturbance of forms and reinforcing and damage to vapor retarder. Place concrete to lines and levels shown, properly sloped to drain as designed.
1. Hot Weather Placement: ACI 305.
 2. Cold Weather Placement: ACI 306.
 3. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
 4. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- B. After consolidating and screeding, float concrete to gradients indicated. Use a straight edge to level and test surface in longitudinal direction to required grade. Finish edges to provide a smooth dense surface with 1/8 inch (3 mm) radius.
- C. Apply Color Hardener prior to finishing. Apply at rate recommended by manufacturer, evenly to the surface of the fresh concrete by the dry-shake method. Applied in two or more shakes, floated after each shake and troweled only after the final floating.
- D. Apply stencil and scored/ saw-cut pattern per approved mock-up.
- E. Apply finish sealer per approved mock-up or as specified to achieve design required.

3.09 SEALING

- A. Seal surface of paving using manufacturer-recommended sealer for best results.
- B. Final cleaning, calking, and sealing operations shall not commence until Architectural Concrete Paving surfaces have been completely and properly cured or 28 days, whichever is later.
- C. Follow Sealer directions when applying product (sealer must be applied in 3 to 6 coats).

3.10 FIELD QUALITY CONTROL

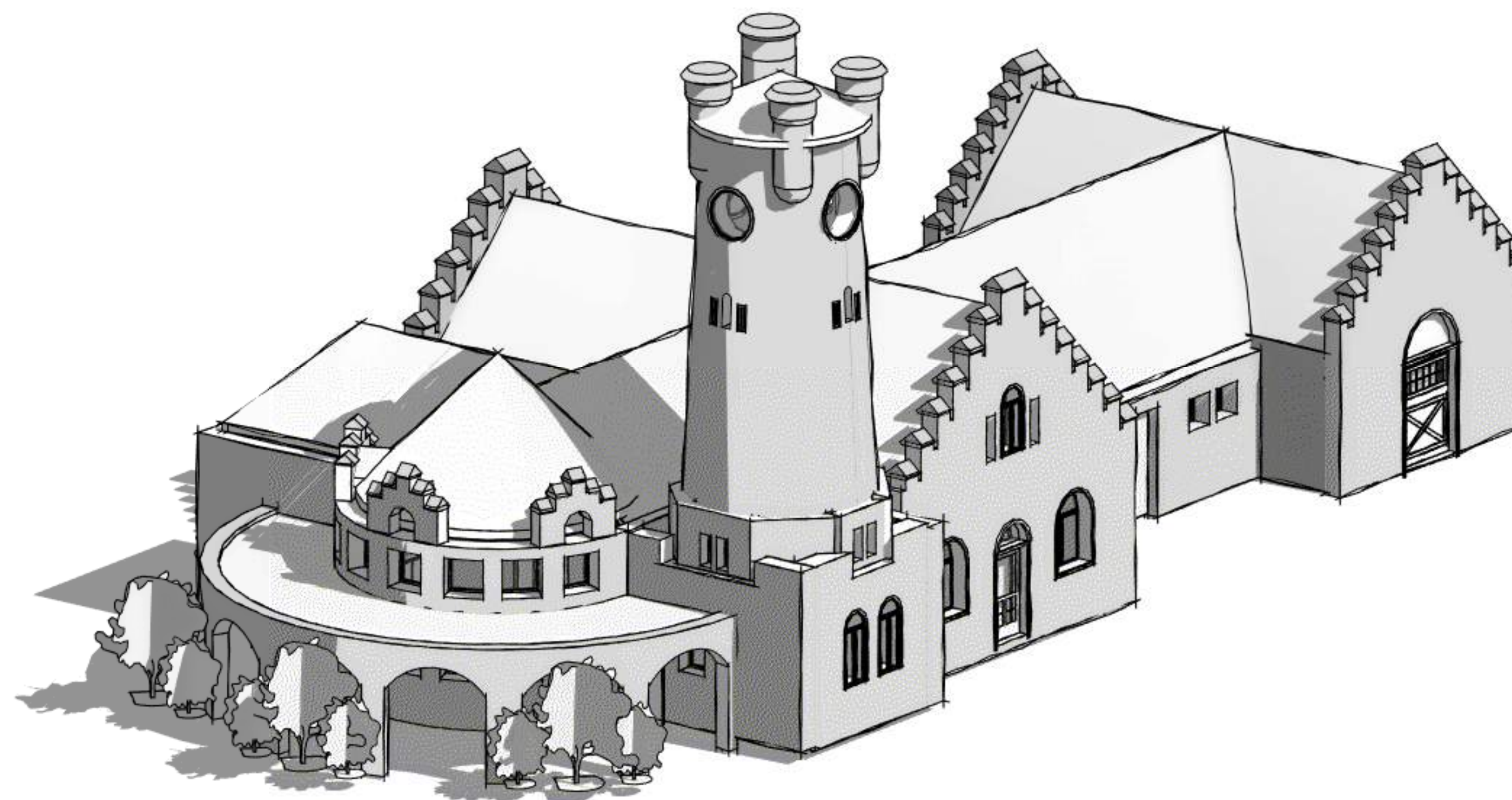
- A. Field inspection and testing will be performed under provisions of Section 014000.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.11 PROTECTION

- A. Immediately after placement, protect concrete under provisions of Section 01500 from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION 321316

GH2
ARCHITECTS



SHAWNEE DEPOT ROOF

614 E Main Street
Shawnee, OK 74801

COVER SHEET

**GH2 | PRESERVATION
ARCHITECTS'**
GH2.COM

GH2 PROJECT NUMBER:
20200149

ISSUE DATE:
10/09/2023

ISSUE:
**CONSTRUCTION
DOCUMENTS**

OTHER ISSUE DATES:

NO.	DESCRIPTION	DATE
-----	-------------	------

SHEET NAME:
COVER SHEET

SHEET NUMBER:

CS

© 2023 COPYRIGHT GH2 ARCHITECTS, LLC

OWNER:

CITY OF SHAWNEE
16 WEST 9TH STREET
SHAWNEE, OK 74801

ARCHITECT:

GH2 ARCHITECTS, LLC
320 SOUTH BOSTON AVENUE
SUITE 100
TULSA, OKLAHOMA 74103
P(918) 581-6158

Map of downtown Shawnee, Oklahoma, showing the project location at the intersection of Main Street and 5th Street. The map includes various landmarks such as the Shawnee County Museum, Main First Market, and the Gathering Place Coffee Co. A north arrow is located in the bottom right corner.

GENERAL	
C8	COVER SHEET
Gl.1	PROJECT INFORMATION
ARCHITECTURAL	
AD1.1	ROOF DEMOLITION PLAN
AD1.2	ROOF EXISTING CONDITIONS PHOTOS
AI.1	ROOF PLAN
AI.2	ROOF DETAILS
A2.1	EXTERIOR ELEVATIONS
A2.2	EXTERIOR ELEVATIONS
A2.3	EXTERIOR ELEVATIONS - EXISTING PHOTOS
A3.1	WINDOW PROFILES / ELEVATIONS ALTERNATE #2
A3.2	DOOR PROFILES / ELEVATIONS ALTERNATE #2
AS1.Ø	SITE PLAN / ALTERNATE #4
AS1.1	SITE PLAN / ALTERNATE #4 - EXISTING PHOTOS

SITE CONCRETE & SEALANT

FORM MATERIALS: CONTRACTOR'S CHOICE OF STANDARD PRODUCTS WITH SUFFICIENT STRENGTH TO WITHSTAND HYDROSTATIC HEAD WITHOUT DISTORTION IN EXCESS OF PERMITTED TOLERANCES.

REINFORCING STEEL: ASTM A 615/A 615M GRADE 60.

1. TYPE: DEFORMED BILLET-STEEL BARS.
2. FINISH: UNFINISHED.
3. SIZE: #3
4. SPACING: 10" ON CENTER, EACH WAY, MIDDLE OF SLAB.

CEMENT: ASTM C 150, TYPE I - NORMAL PORTLAND TYPE.

1. ACQUIRE ALL CEMENT FOR ENTIRE PROJECT FROM SAME SOURCE.

COARSE AGGREGATES: ASTM C 33, WASHED AND SCREENED, CONSISTING OF HARD, DURABLE PARTICLES WITHOUT ADHERENT COATING.

1. ACQUIRE ALL AGGREGATES FOR ENTIRE PROJECT FROM SAME SOURCE.

FINE AGGREGATE: ASTM C 330, NATURAL BANK OR RIVER SAND, WASHED AND SCREENED, CONSISTING OF HARD DURABLE, UNCOATED PARTICLES FREE OF DELETERIOUS MATTER, GRADED FROM COURSE TO FINE TO PRODUCE A MINIMUM PERCENTAGE OF VOIDS.

FLY ASH: ASTM C 618, CLASS C OR F, WITH CARBON CONTENT NOT GREATER THAN 3% BY VOLUME.

WATER: CLEAN, POTABLE, AND NOT DETRIMENTAL TO CONCRETE.

NORMAL WEIGHT CONCRETE

1. COMPRESSIVE STRENGTH, WHEN TESTED IN ACCORDANCE WITH ASTM C 39/C 39M AT 28 DAYS: 3500 PSI.
2. FLY ASH CONTENT: MAXIMUM 15 PERCENT OF CEMENTITIOUS MATERIALS BY WEIGHT.
3. MINIMUM CEMENT CONTENT: CEMENT CONTENT SHALL NOT BE LESS THAN 470 LBS PER CUBIC YARD, UNLESS FLY ASH IS USED WITHIN MIXTURE. IF FLY ASH IS USED, CEMENT CONTENT SHALL NOT BE LESS THAN 316 LBS.
4. WATER-CEMENT RATIO: MAXIMUM 40 PERCENT BY WEIGHT.
5. TOTAL AIR CONTENT: 5 PERCENT, DETERMINED IN ACCORDANCE WITH ASTM C 173/C 173M.
6. MAXIMUM SLUMP: 4 INCHES.
7. MAXIMUM AGGREGATE SIZE: 3/4 INCH.

SELF-LEVELING POLYURETHANE SEALANT: ASTM C 920, GRADE F, CLASS 25, USES T, I, M, A, O SINGLE COMPONENT, CHEMICAL CURING, NON STAINING, NON BLEEDING, CAPABLE OF CONTINUOUS WATER IMMERSION, SELF-LEVELING TYPE.

JOINT FILLER: PREMOULDED, PREFORMED, COMPRESSIBLE ASPHALT MASTIC WITH FELT FACERS, COMPLYING WITH ASTM D 994, 1/2 INCH THICKNESS AND FULL DEPTH OF SLAB, LESS 1/2 INCH.

EXPANSION JOINTS: PLACE EXPANSION JOINTS WHERE INDICATED ON DRAWINGS OR AT A MAXIMUM INTERVALS.

1. PLACE 3/8 INCH WIDE EXPANSION JOINTS TO SEPARATE PAVING FROM VERTICAL SURFACES AND OTHER COMPONENTS AND IN PATTERN INDICATED.
2. FORM JOINTS WITH JOINT FILLER EXTENDING FROM BOTTOM OF PAVEMENT TO WITHIN 1/2 INCH OF FINISHED SURFACE.
3. PROVIDE SCORED CONTROL JOINTS.

CONTROL JOINTS:

1. PROPERLY TIME CUTTING WITH THE SET OF THE CONCRETE, SEW-CUT CONTROL JOINTS WITHIN 12 HOURS AFTER FINISHING. START CUTTING AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATES BEING DISLODGED BY SAW. COMPLETE CUTTING BEFORE SHRINKAGE STRESSES BECOME SUFFICIENT TO PRODUCE CRACKING. USE 1/4 INCH THICK BLADE, CUTTING 1 INCH INTO SLAB.

JOINTS AT VERTICAL SURFACES: SEPARATE SLABS ON GRADE FROM VERTICAL SURFACES FROM VERTICAL SURFACES WITH BOND BREAKER MATERIAL.

SEALER/MANUFACTURER (APPLY TO NEW CONCRETE): L.M. SCOFIELD COMPANY, CURESEAL-5

REFER TO GENERAL PROJECT NOTES FOR ADDITIONAL INFORMATION.

ALTERNATES LIST

SCOPE OF WORK (BASE BID): PARTIAL ROOF REPLACEMENT.

- A. PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLaid COPPER SIDE WALL FLASHING, FULL REMOVAL AND REPLACEMENT OF THE EXISTING CLAY TILE OVER MAIN LOBBY, TICKET BOOTH/ROTUNDA AND BATHROOM AREA.
- B. PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE AT THE PERIMETER OF THE GUTTERS, VALLEYS AND GABLE ENDS OF THE BAGGAGE ROOM AND EXPRESS ROOM.
- C. REMOVE EXISTING FLAT SEAM METAL, LOW SLOPE ROOFING AT BREEZEWAY AND REPLACE WITH PVC MEMBRANE ROOFING SYSTEM WITH PRIMA CUSTOM COLOR TOP COAT AT PARAPET CAP.
- D. REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%, INCLUDING THE WOOD BEAD BOARD AT THE COVERED BREEZEWAY AND WOOD BEAD BOARD IN THE MAIN VAULTED ENTRY ROOM. REFINISH NEW BEAD BOARD - PAINT TO MATCH EXISTING.
- E. REMOVE FLAKING PAINT FROM EXTERIOR WOOD DECKING AND PREPARE FOR NEW FINISH - PAINT.
- F. PREPARE EXISTING GUARDRAIL TO BASEMENT ENTRY FOR NEW FINISH - PAINT.
- G. INSTALL NEW ROOFING WEATHER BARRIER, BASIS OF DESIGN: GRACE ICE AND WATER SHIELD HT AT VALLEYS, RIDGES, AND EAVES. INSTALL 30# FELT OTHERWISE.
- H. STONE PARAPETS: 100% HISTORIC MASONRY REPOINT AS SHOWN.
- I. REPAIR AND RESOLDER EXISTING COPPER DOWNSPOUTS, VALLEYS, GUTTERS AND OVERFLOW SCUPPERS. PREPARE EXTERIOR OF SCUPPERS AND DOWNSPOUTS FOR NEW FINISH - PAINT TO MATCH EXISTING. DO NOT PAINT EXISTING PATINA'D COPPER.
- J. SCOPE EXISTING SUBSURFACE DRAIN LINES AND PREPARE REPORT FOR OWNER'S REVIEW. INCLUDE RECOMMENDATIONS IF SUBSURFACE DRAINAGE IS FOUND TO BE BROKEN OR BLOCKED.

ALTERNATE #1: IN ADDITION TO THE SCOPE OF WORK, STATED ABOVE: FULL ROOF REPLACEMENT.

- A. FULL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLaid COPPER VALLEY FLASHING AND SIDE WALL FLASHING. ASSUME 10% OF EXISTING TILE CAN BE REINSTALLED.
- B. REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%.
- C. INSTALL NEW ROOFING WEATHER BARRIER, BASIS OF DESIGN: GRACE ICE AND WATER SHIELD HT AT VALLEYS, RIDGES, AND EAVES. INSTALL 30# FELT OTHERWISE.
- D. REMOVE AND REPLACE COPPER DORMER FLASHING, VALLEYS, AND INTEGRAL GUTTERING, REPLACE IN KIND.

ALTERNATE #2: EXISTING WOOD WINDOW AND WOOD DOOR REPAIR. REPAIR ON SITE AS MUCH AS POSSIBLE, FULL REMOVAL AND REPAIR IN SHOP IS NOT ANTICIPATED.

- A. REMOVE EXISTING UNSOUND WOOD BACK TO SOUND MATERIAL, RESTORE IN KIND, AND REPAINT EXISTING WOOD WINDOW FRAMES.
- B. REPLACE EXISTING PERIMETER SEALANT WITH NEW AT ALL WINDOWS (STORM AND ORIGINAL).
- C. RESTORE AND REPAINT EXISTING EXTERIOR WOOD DOOR FRAMES (INCLUDING SCREEN DOORS). REPAIR EXISTING SCREENS.
- D. INSTALL SEALANT AT PERIMETER OF DOOR FRAMES, AND AT THRESHOLDS.
- E. ASSUME LEAD BASE PAINT REMEDIATION FOR LOOSE OR PEELING PAINT.
- F. EXISTING DOOR AND WINDOW HARDWARE IS TO REMAIN. IF THE WINDOW/DOOR IS CURRENTLY NON-OPERABLE, IT IS NOT REQUIRED TO REPAIR TO FUNCTIONING ORDER WITHIN THIS SCOPE OF WORK.
- G. CLEAN EXTERIOR AND INTERIOR OF ALL WINDOW AND DOOR GLAZING.

ALTERNATE #3: BUILDING EXTERIOR

- A. REPOINT 100% STONE MASONRY.
- B. REPAIR HISTORIC STONE MASONRY. ASSUME 150 SQUARE FEET.
- C. REPLACE SEALANT AT PERIMETER OF BUILDING.
- D. CLEAN 100% EXISTING HISTORIC STONE.

ALTERNATE #4: SITE & PAVING REPAIR

- A. SALVAGE EXISTING BRICK MASONRY PAVING SYSTEM TO THE EXTENTS SHOWN, AND REPLACE WITH STAMPED CONCRETE TO REPLICATE BRICK MASONRY PATTERN AND COLOR. BASIS OF DESIGN IS BONANITE, HERRINGBONE USED BRICK, IMPRINT SYSTEM.
- B. COORDINATE SALVAGE QUANTITY AND LOCATION OF SALVAGED BRICK PAVERS WITH OWNER.
- C. PREPARE SUBGRADE/REGRADE TO SLOPE AWAY FROM BUILDING PERIMETER AT LEAST 1%.
- D. REMOVE EXISTING SPALLING CONCRETE AT LOCATION SHOWN ON DRAWINGS. INSTALL NEW 4" CONCRETE STOOP AT WEST ALCOVE. PROVIDE EXPANSION JOINTS EVERY 5 FEET AND SLOPE AS REQUIRED FOR DRAINAGE AWAY FROM BUILDING. INSTALL NEW SELF-LEVELING EXPANSION JOINT MATERIAL AT PERIMETER OF BUILDING AND NEW CONCRETE.

DEMOLITION GENERAL NOTES

1. CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
2. ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINEWORK ARE TO BE REMOVED. SEE ADDITIONAL NOTES ON FLOOR PLAN.
3. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITY OF MATERIALS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
4. CONTRACTOR TO DISPOSE OF ALL ITEMS IN A LEGAL MANNER.
5. CARE SHALL BE TAKEN TO LOCATE AND PROTECT ANY STRUCTURAL COMPONENTS THAT ARE WITHIN WALLS, CEILINGS OR FLOORS UNLESS SPECIFICALLY IDENTIFIED TO BE REMOVED.
6. PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS.
7. CAREFULLY REMOVE ITEMS IDENTIFIED AS SALVAGE OR SCHEDULED FOR RE-USE. STORE IN PROTECTED AREA UNTIL REINSTALLATION IS ACHIEVED. REPAIR DAMAGE CAUSED BY CARELESS REMOVAL OR IMPROPER STORAGE, OR REPLACE SUCH ITEMS TO OWNER'S SATISFACTION.
8. CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.
9. CAREFULLY REMOVE FIXTURES, RECEPTACLES, DEVICES, ETC. AS NEEDED TO FACILITATE DEMOLITION AND MASONRY REPOINT. STORE DEVICES AND REINSTALL IN SAME LOCATION.

GENERAL DEFINITIONS

ALIGN	TO ACCURATELY LOCATE FACE BASED ON ADJACENT ITEMS OR CONSTRUCTION
CLEAR	MINIMUM DIMENSION BETWEEN FINISHED CONDITION, SHALL BE TREATED AS A PRIORITY TO HOLD BEFORE OTHER DIMENSIONS
MAXIMUM	THE CONDITION MAY NOT VARY TO A DIMENSION GREATER THAN THAT SHOWN WITHOUT THE APPROVAL OF THE ARCHITECT
MINIMUM	THE CONDITION MAY NOT VARY TO A DIMENSION SMALLER THAN THAT SHOWN WITHOUT THE APPROVAL OF THE ARCHITECT
SIMILAR	THE CONDITION APPLIES TO LIKE CONDITIONS THROUGHOUT UNLESS NOTED OTHERWISE
TYPICAL	THE CONDITION APPLIES TO THE SAME CONDITIONS THROUGHOUT UNLESS NOTED OTHERWISE

GENERAL ABBREVIATIONS

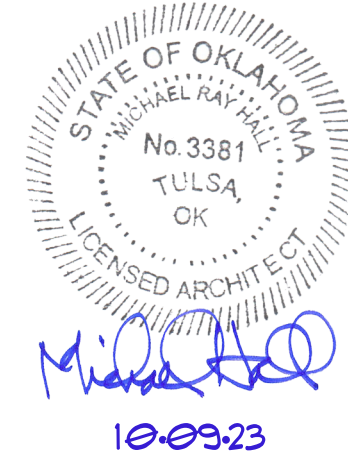
TYP.	TYPICAL
SIM.	SIMILAR
O.H.	OPPOSITE HAND
RE.	REFER
MIN.	MINIMUM
MAX.	MAXIMUM
F.V.	FIELD VERIFY
O.C.	ON CENTER
PVC	POLYVINYL CHLORIDE
ALT.	ALTERNATE

LANDSCAPING NOTES

1. EXISTING LANDSCAPING AND SOD TO REMAIN UNLESS NOTED OTHERWISE, PROTECT DURING CONSTRUCTION ACTIVITIES.
2. SOILS COMPACTED MORE THAN 85% STANDARD PROCTOR DENSITY AS A RESULT OF CONSTRUCTION OPERATIONS WITHIN EXISTING TREE DRIFTLINES AND LANDSCAPE AREAS SHALL BE RESTORED TO A CONDITION CONDUCTIVE TO PROMOTE LONG TERM PLANT HEALTH. RESTORATION METHOD(S) SHALL BE AS RECOMMENDED BY A CERTIFIED ARBORIST, AND REMEDIED AT NO COST TO OWNER.
3. REPLACE DAMAGED SOD, LANDSCAPE, OR LANDSCAPE WHICH DIES AS A RESULT OF CONSTRUCTION OPERATIONS, WITH EQUIVALENT LANDSCAPE AT NO COST TO OWNER.
4. MATURE TREES AND SHRUBS THAT REQUIRE REPLACEMENT AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE APPRAISED BY A PROFESSIONAL APPRAISER, THE VALUE ASSIGNED SHALL BE CREDITED TO THE OWNER BY THE CONTRACTOR.
5. CONTRACTOR TO RE-GRADE DISTURBED SOIL CAUSED BY WORK. RE-SOD TO MATCH EXISTING. GRADE TO SLOPE AWAY FROM BUILDING, TYPICAL.
6. TOPSOIL DEPTH IN SOD AREAS SHALL BE 6-INCHES, MINIMUM.
7. REFER TO GENERAL PROJECT NOTES FOR ADDITIONAL INFORMATION.

GENERAL PROJECT NOTES

1. GENERAL NOTES ARE TYPICAL FOR AREAS WITHIN SCOPE OF WORK.
2. REFER TO COMPLETE SET OF CONSTRUCTION DOCUMENTS FOR ALL PROJECT NOTES.
3. CONTRACTOR SHALL VISIT THE EXISTING FACILITY TO DETERMINE THE EXTENT AND NATURE OF THE WORK AND THE CONDITIONS WITHIN WHICH THE WORK MUST BE ACCOMPLISHED. SUBMISSION OF BID WILL CONSTITUTE ACCEPTANCE OF EXISTING CONDITIONS.
4. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.
5. COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION PRIOR TO START OF WORK.
6. THE CONTRACT DOCUMENTS IN THEIR ENTIRETY ARE THE RESPONSIBILITY OF ALL TRADES. WHERE REQUIREMENTS ARE SHOWN IN ONE SECTION OF THE SPECIFICATIONS OR DRAWINGS BUT NOT ANOTHER, THE CONTRACTOR OR SUBCONTRACTOR IS NOT RELIEVED FROM PROVIDING COMPLETELY FINISHED, COORDINATED AND PROPERLY FUNCTIONING SYSTEMS.
7. ANY MISCELLANEOUS ITEMS OR MATERIALS NOT SPECIFICALLY NOTED, BUT REQUIRED FOR THE PROPER EXECUTION, INSTALLATION, OR PERFORMANCE OF THE WORK, SHALL BE PROVIDED BY THE CONTRACTOR / SUBCONTRACTOR.
8. THE CONTRACTOR / SUBCONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LAYOUT AND COORDINATION OF DIMENSIONS IN THE FIELD THAT ESTABLISH WORK POINTS FOR THEIR WORK AND VARIOUS TRADES.
9. THE PRESENCE OF THE ARCHITECT OR AN ARCHITECT'S REPRESENTATIVE ON THE JOB SITE DOES NOT IMPLY CONCURRENCE OR APPROVAL OF THE WORK. THE CONTRACTOR SHALL CALL SPECIFIC ITEMS TO THE ATTENTION OF THE ARCHITECT IF THE CONTRACTOR WISHES TO OBTAIN THE ARCHITECT'S APPROVAL.
10. IF DISCREPANCIES OCCUR BETWEEN DRAWINGS OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, NOTIFY THE ARCHITECT FOR RESOLUTION PRIOR TO PROCEEDING.
11. DIMENSIONS ARE BASED ON FIELD MEASURED DIMENSIONS AND CASUAL OBSERVATIONS. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO WORK.
12. USE ONLY DIMENSIONS INDICATED IN THE CONTRACT DOCUMENTS. DO NOT SCALE CONTRACT DOCUMENTS OR USE ANY DIMENSIONS TAKEN FROM ELECTRONIC DOCUMENTS, OR CONFLICT WITH DIMENSIONS ON OTHER DETAILS. NOTIFY THE ARCHITECT FOR CLARIFICATION.
13. PROVIDE ELECTROLYTIC PROTECTION / ISOLATION BETWEEN ALL DISSIMILAR METALS, WHERE THEY OCCUR TO PREVENT ELECTROLYTIC REACTION AND / OR CORROSION.
14. THE CONTRACTOR / SUBCONTRACTOR SHALL PROVIDE ADEQUATE BLOCKING, BACKING OR STRUCTURAL SUPPORT AS REQUIRED TO PROPERLY INSTALLATION OF ALL MOUNTED ASSEMBLIES, INCLUDING ALL ATTACHED EQUIPMENT (OWNER AND CONTRACTOR FURNISHED ITEMS), PLUMBING FIXTURES, MILLWORK, AND CASEWORK.
15. CONTRACTOR IS RESPONSIBLE FOR TESTING FOR LEAD BASED PAINT, AND MEETING LOCAL CODES GOVERNING METHODS OF REMOVING TOXIC MATERIALS AND TOXIC RESIDUE.
16. COORDINATE WITH OWNER ALL PREVIOUSLY SALVAGED ITEMS TO BE RE-INSTALLED. PROTECT ITEMS RETAINED UNTIL OWNER TAKES POSSESSION OR REINSTALL PER OWNER'S SPECIFICATIONS.
17. CARE SHALL BE TAKEN TO LOCATE AND PROTECT ANY EXISTING STRUCTURAL COMPONENTS THAT ARE WITHIN WALLS, CEILINGS, OR FLOORS UNLESS SPECIFICALLY IDENTIFIED TO BE REMOVED.
18. SEQUENCING OF WORK AND TEMPORARY SHORING MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO PROVIDE SHORING PLAN SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF OKLAHOMA.
19. PROTECT ADJACENT SURFACES AND FEATURES FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO RESTORE TO ORIGINAL CONDITION ITEMS OR AREAS DAMAGED DURING CONSTRUCTION.
20. THE CONTRACTOR SHALL TAKE CARE TO PROTECT ALL NEWLY INSTALLED MATERIALS AND FINISHES UNTIL WORK IS FORMALLY ACCEPTED BY THE ARCHITECT OR THE OWNER'S REPRESENTATIVE AND TRANSFERRED TO THE OWNER.
21. MASK AND PROTECT ALL ITEMS TO REMAIN ON CEILINGS AND WALLS. MASK AND PROTECT ALL WINDOWS, WINDOW SILLS, FRAMES, DOORS, DOOR FRAMES, AND FINISH AROUND EXISTING WINDOWS.
22. DO NOT PAINT EXISTING STONE.
23. STAGING AND STORAGE AREAS, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT.
24. CONTRACTOR TO COORDINATE LOCATIONS OF CONSTRUCTION DUMPSTER ON SITE AND ACCESS TO BUILDING WITH REPRESENTATIVE OF OWNER.
25. PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT ITEMS TO REMAIN.
26. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE UTILITIES - KNOWN AND UNKNOWN (OVERHEAD AND BURED) WHICH MAY OCCUR DUE TO HIS ACTION OR LACK OF ACTION ON THE PROJECT SITE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL SEEK ASSISTANCE OF LOCAL UTILITIES IN LOCATING THE UTILITIES PRIOR TO PERFORMING OPERATIONS IN ANY AREA.
27. CONTRACTOR SHALL SUBMIT A REQUEST TO INTERRUPT ANY SUCH SERVICES TO OWNER, IN WRITING, 96 HOURS IN ADVANCE OF PROPOSED INTERRUPTION. REQUEST SHALL STATE REASON, DATE, EXACT TIME OF, AND APPROXIMATE DURATION OF SUCH INTERRUPTION.
28. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE OWNER'S SECURITY REQUIREMENTS FOR THE AREA OF CONSTRUCTION.
29. CONTRACTOR SHALL INSTALL ALL NEW MATERIALS AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.
30. ALL NEW BUILDING MATERIALS AND PRODUCTS SHALL NOT CONTAIN ASBESTOS.
31. KEYNOTES ARE FOR REFERENCE ONLY AND MAY NOT BE AT ALL LOCATIONS THAT CORRESPOND TO THAT NOTE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITY OF MATERIALS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
32. THE CONTRACTOR SHALL REPAIR ANY DAMAGED DUE TO CONSTRUCTION TRAFFIC OR OPERATIONS.
 - A. CONTRACTOR SHALL RETURN ALL DISTURBED LANDSCAPE AREAS DUE TO CONSTRUCTION ACTIVITY TO ORIGINAL CONDITION.
 - B. FINAL GRADE AND SOD AREAS DISTURBED BY CONSTRUCTION.
33. CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY APPROVALS, PERMITS AND INSPECTION, PAYING REQUIRED FEES AND POSTING ANY REQUIRED BONDS, PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRUCTION.
34. FINAL COLOR SELECTIONS TO BE MADE BY OWNER/ARCHITECT UPON RECEIPT OF ALL MATERIAL SUBMITTALS. REVIEW CANNOT BEGIN UNTIL ALL MATERIALS HAVE BEEN RECEIVED.
35. GRADE TO SLOPE AWAY FROM BUILDING, TYPICAL. GRADE TO FACILITATE DRAINAGE.



SHAWNEE DEPOT ROOF

614 E Main Street
Shawnee, OK 74801

G1.1
PROJECT INFORMATION

GH2 | PRESERVATION ARCHITECTS®

GH2.COM

GH2 PROJECT NUMBER:
20200149

ISSUE DATE:
10/09/2023

ISSUE:
CONSTRUCTION DOCUMENTS

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
PROJECT INFORMATION

SHEET NUMBER:

G1.1

© 2023 COPYRIGHT GH2 ARCHITECTS, LLC.



M EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



J EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



F EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



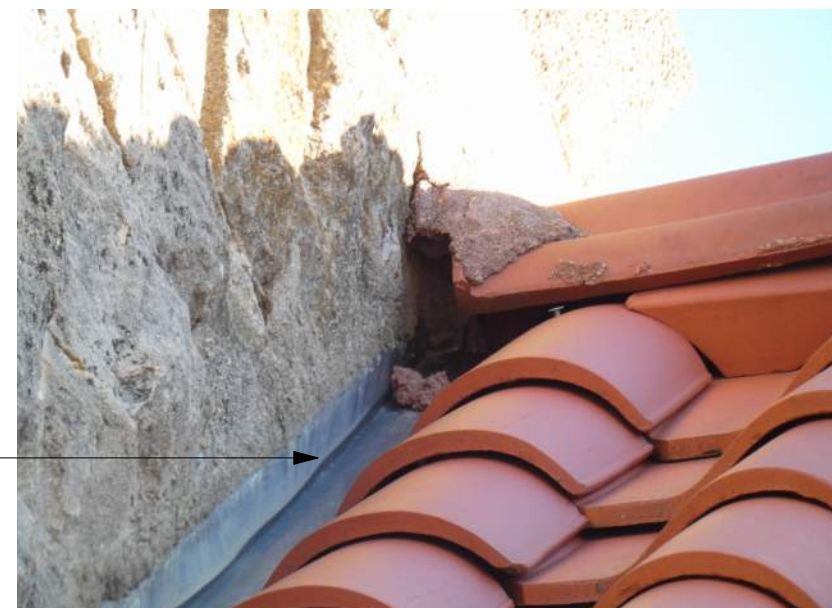
L EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



H EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



E EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



K EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



G EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



D EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE

- DEMOLITION KEY NOTES** ← ⊗
1. SALVAGE EXISTING ROOFING SYSTEM DOWN TO ROOF DECK. PATCH AND REPAIR DECKING AS REQUIRED FOR NEW ROOFING SYSTEM.
 2. BASE BID: INTEGRAL COPPER GUTTER TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: REMOVE AND REPLACE COPPER GUTTER IN KIND. PATCH, REPAIR AND PREPARE EXISTING SUBSTRATE FOR NEW GUTTER SYSTEM.
 3. EXISTING PLUMBING ROOF PENETRATION TO REMAIN. REPLACE FLASHING AND COUNTER FLASHING. ALL PENETRATIONS MAY NOT BE SHOWN ON THIS PLAN. CONTRACTOR TO VERIFY ALL LOCATIONS IN FIELD.
 4. REMOVE LOW SLOPE ROOFING SYSTEM DOWN TO EXISTING WOOD DECK. REPAIR WOOD DECKING (ASSUME 10%). REPAIR WOOD TRUSSES AND DECKING TO PREPARE FOR INSTALLATION OF NEW MEMBRANE ROOFING SYSTEM. MAINTAIN EXISTING THROUGH-WALL SCUPPER.
 5. REMOVE AND REPLACE EXISTING METAL SIDEWALL FLASHING AT ALL PARAPETS MATCH EXISTING PROFILE.
 6. EXISTING CAST STONE PARAPET TO REMAIN. CLEAN JOINTS AND REPOINT BOTH SIDES AS INDICATED IN CONSTRUCTION DOCUMENTS.
 7. EXISTING DORMER AND VALLEY FLASHING TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: REMOVE AND REPLACE COPPER DORMER AND VALLEY FLASHING IN KIND. PATCH, REPAIR AND PREPARE EXISTING SUBSTRATE FOR NEW COPPER SYSTEM.
 8. REPAIR/SOLDER METAL GUTTER AND REPLACE ANY MISSING FASTENERS. PATCH HOLES LEFT FROM FASTENERS OF PREVIOUS GUTTER. DO NOT INSTALL NEW FASTENERS IN EXISTING HOLES.
 9. EXISTING COPPER FINAL TO BE SALVAGED AND REINSTALLED WITH CLAY TILE ROOFING SYSTEM.
 10. BASE BID: EXISTING COPPER STANDING SEAM ROOFING ON EAST SIDE OF ROTUNDA ROOF TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: NO ADDITIONAL WORK TO THIS AREA TO REMAIN.

ROOF DEMOLITION LEGEND

	SALVAGE EXISTING HISTORIC CLAY TILE. STORE FOR REINSTALLATION. REMOVE ENTIRE SYSTEM DOWN TO ROOF DECKING. ASSUME 10% DECK REPAIR. RE: KEYNOTE #1
	REMOVE EXISTING FLAT SEAM METAL LOW SLOPE ROOFING AND REPLACE WITH PVC. RE: KEYNOTE #4
	EXISTING CONDITIONS IMAGE REFERENCE
	INTEGRAL GUTTER SYSTEM. RE: KEYNOTE #2

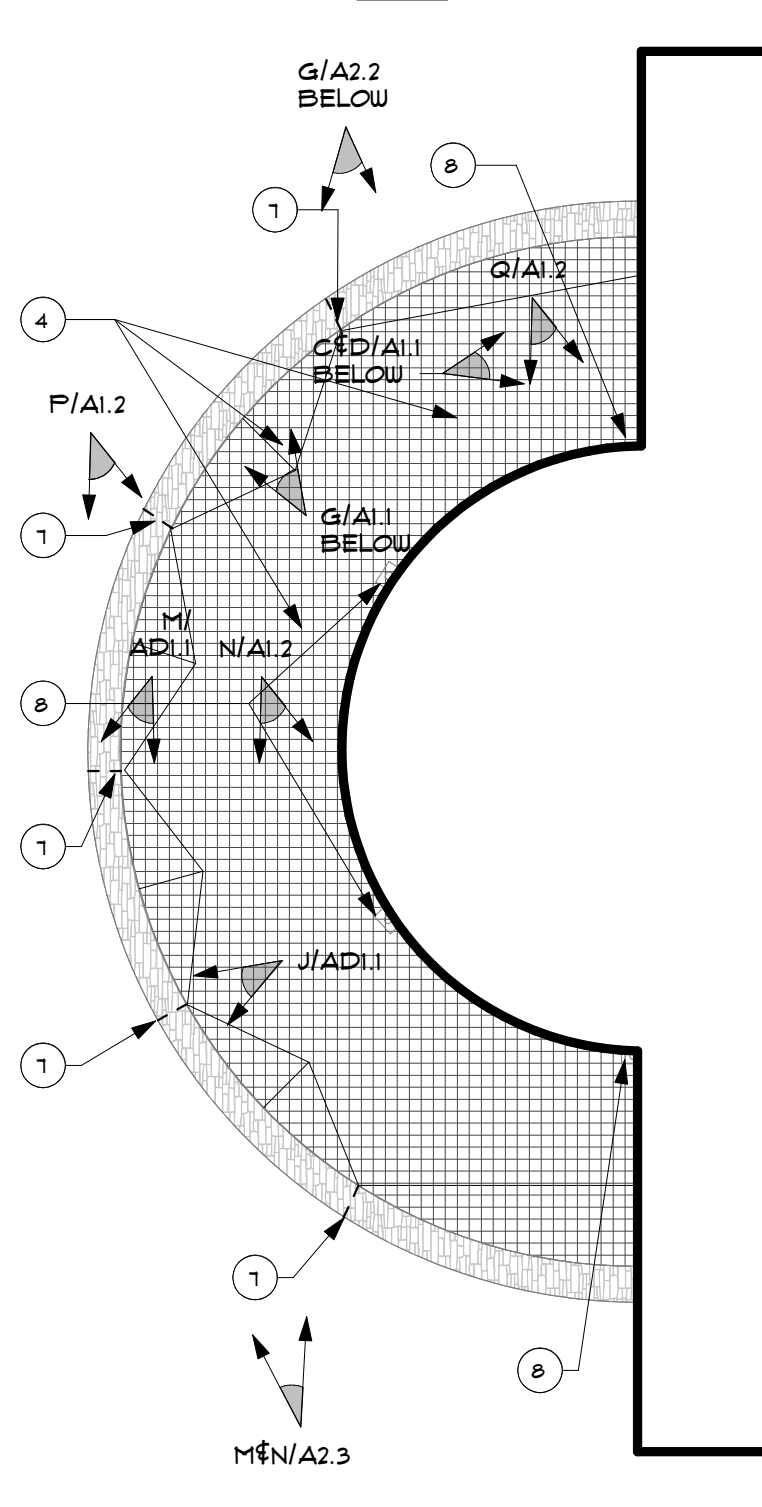
TOTAL DEMOLITION ROOF AREA

EXISTING TILE ROOFING (12/12 PITCH)	= 2,800 SQ. FT. (APPROXIMATE)
EXISTING METAL ROOFING (LOW SLOPE)	= 584 SQ. FT. (APPROXIMATE)

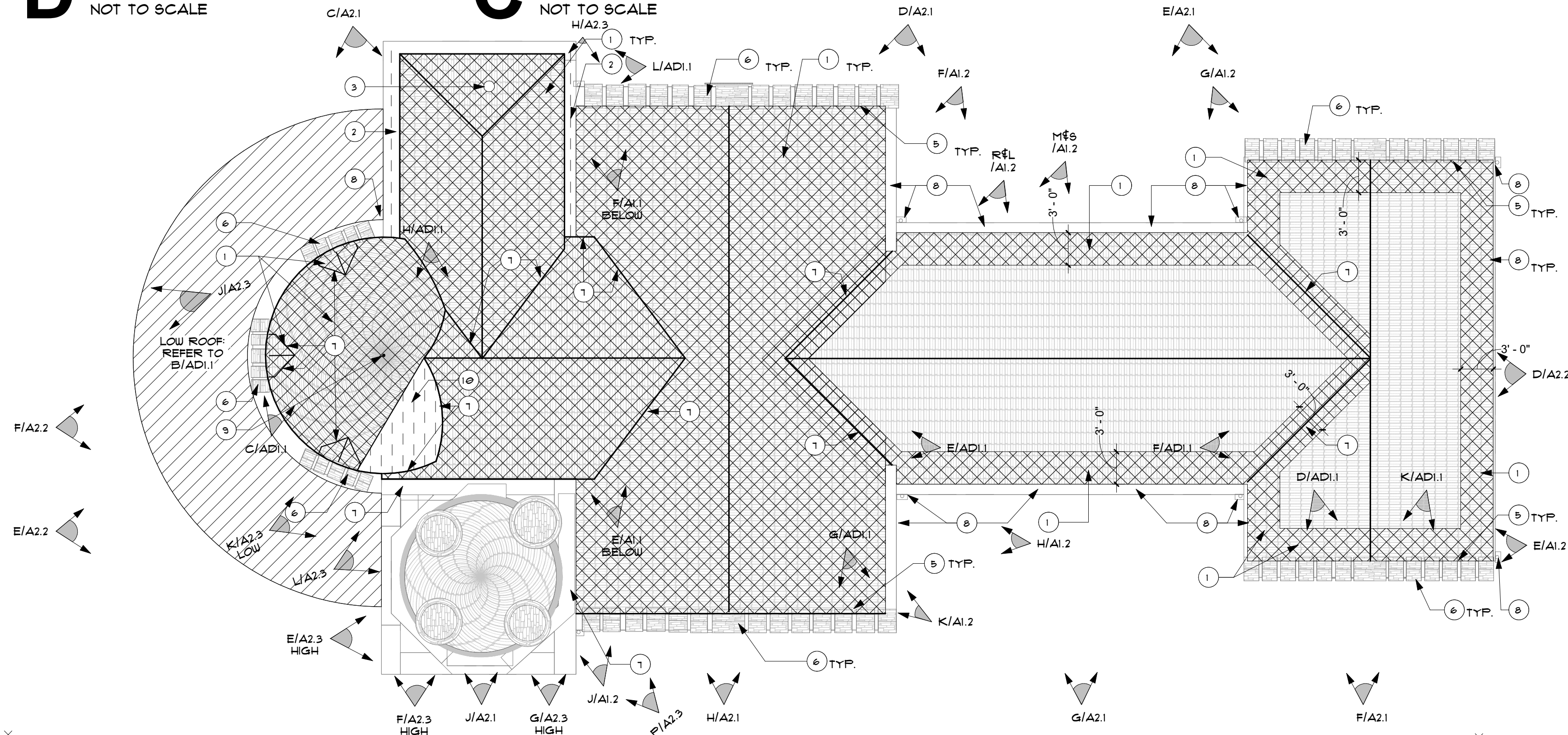
- DEMOLITION ROOF NOTES**
- REMOVE AND SALVAGE ALL EXISTING TILE ROOFING SYSTEMS. SALVAGE TILE SYSTEM DOWN TO ROOF DECKING, LEAVING SURFACE READY FOR REINSTALLATION OF SALVAGED TILE AND INSTALLATION OF NEW ROOFING TILES AS SCHEDULED. PATCH HOLES AND IMPERFECTIONS IN SUBSTRATE AS REQUIRED FOR INSTALLATION OF SALVAGED TILES (10%) AND NEW ROOFING SYSTEM. INCLUDE 20% OF OVERALL SQUARE FOOTAGE FOR PATCHING OF ROOF DECKING. DAMAGE CAUSED TO THE SUBSTRATE BY THE REMOVAL OF THE EXISTING ROOFING SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE.
 - REMOVE AND DISPOSE OF LOW SLOPE METAL ROOFING SYSTEM. REMOVE SYSTEM DOWN TO ROOF DECKING, LEAVING SURFACE READY FOR INSTALLATION OF NEW MEMBRANE ROOFING SYSTEM. PATCH HOLES AND IMPERFECTIONS IN SUBSTRATE AS REQUIRED FOR INSTALLATION OF NEW MEMBRANE ROOFING SYSTEM. INCLUDE 20% OF OVERALL LOW SLOPE SQUARE FOOTAGE FOR PATCHING. DAMAGE CAUSED TO THE SUBSTRATE BY THE REMOVAL OF THE EXISTING ROOFING SYSTEM SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE.
 - EXISTING ROOFING SYSTEM IS AS FOLLOWS:
B.A. MAIN ROOF: CLAY TILES OVER SHEATHING OVER STRUCTURAL SUPPORTS ON WOOD BEAD BOARD
B.B. BREEZEWAY FLAT ROOFING: PAINTED METAL ROOFING SYSTEM OVER TAPERED INSULATION OVER WOOD BEAD BOARD.
 - DO NOT ALTER, REMOVE OR DEMOLISH ANY STRUCTURAL SYSTEM DURING DEMOLITION OR CONSTRUCTION.
 - PROTECT ALL ROOF MOUNTED DEVICES TO REMAIN, UNLESS NOTED OTHERWISE. LEAVE IN PLACE AND REMOVE AND STORE FOR RE-INSTALLATION AND RE-USE.
 - PROTECT EXISTING STONE PARAPET CAP FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION.
 - REFER TO SHEET G1.0 FOR ADDITIONAL INFORMATION.



C EXISTING CONDITIONS PHOTOGRAPH
NOT TO SCALE



B ROOF DEMOLITION PLAN
1/8" = 1'-0"



A ROOF DEMOLITION PLAN
1/8" = 1'-0"



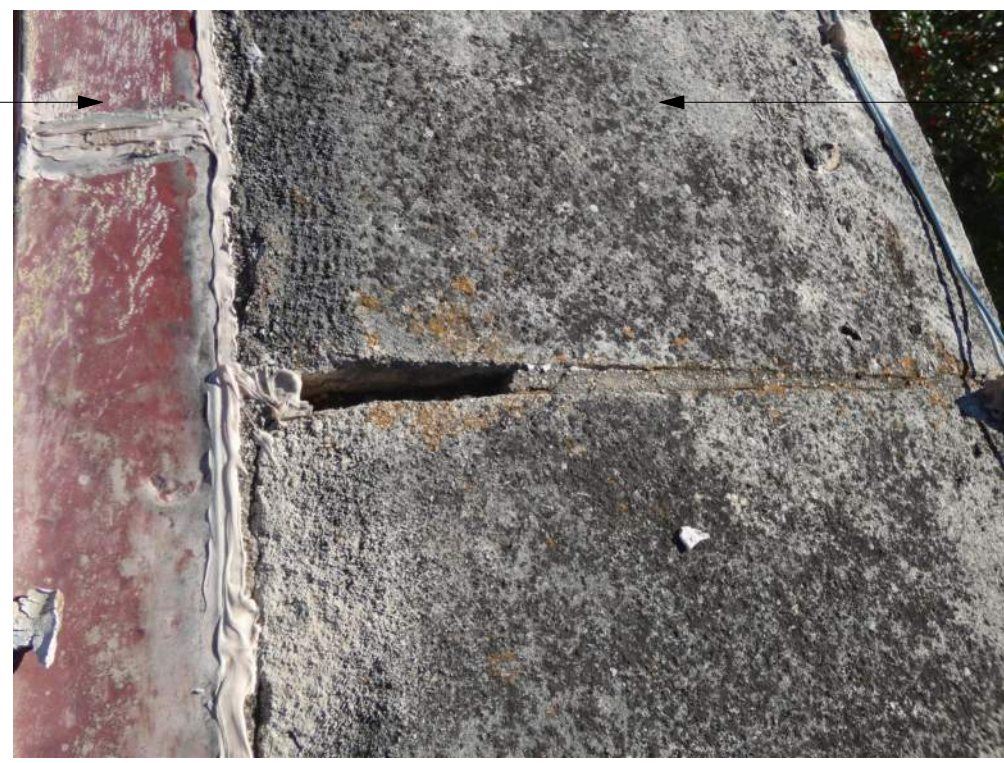
S EXISTING CONDITIONS
PHOTO
NOT TO SCALE



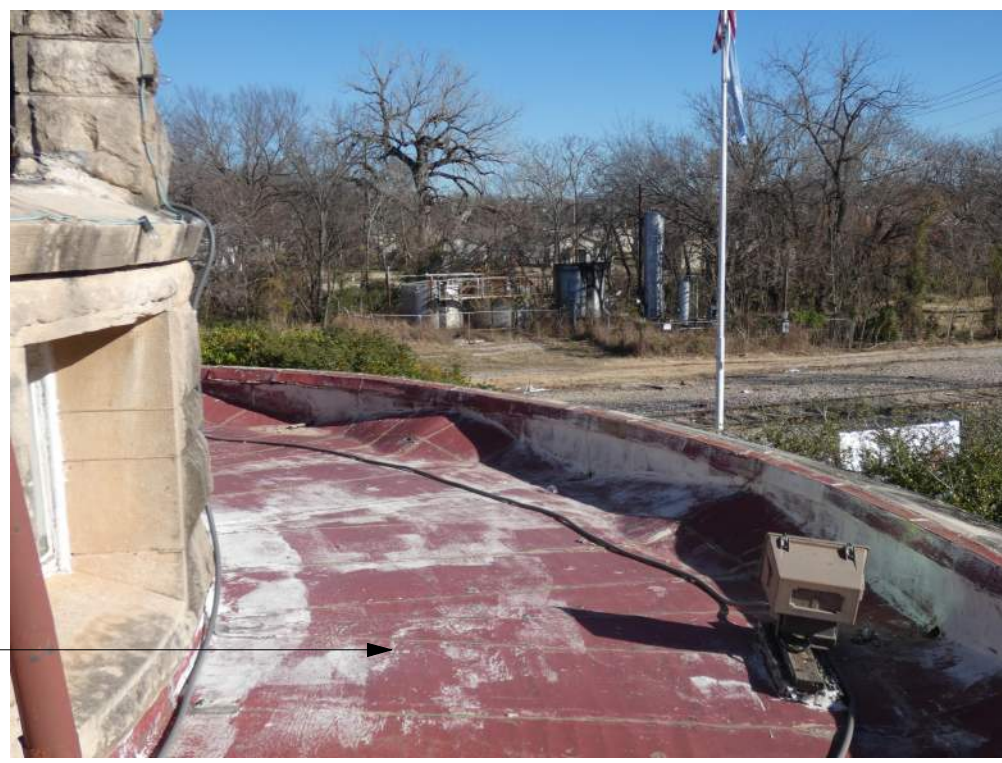
R EXISTING CONDITIONS
PHOTO
NOT TO SCALE



Q EXISTING CONDITIONS
PHOTO
NOT TO SCALE



P EXISTING CONDITIONS
PHOTO
NOT TO SCALE



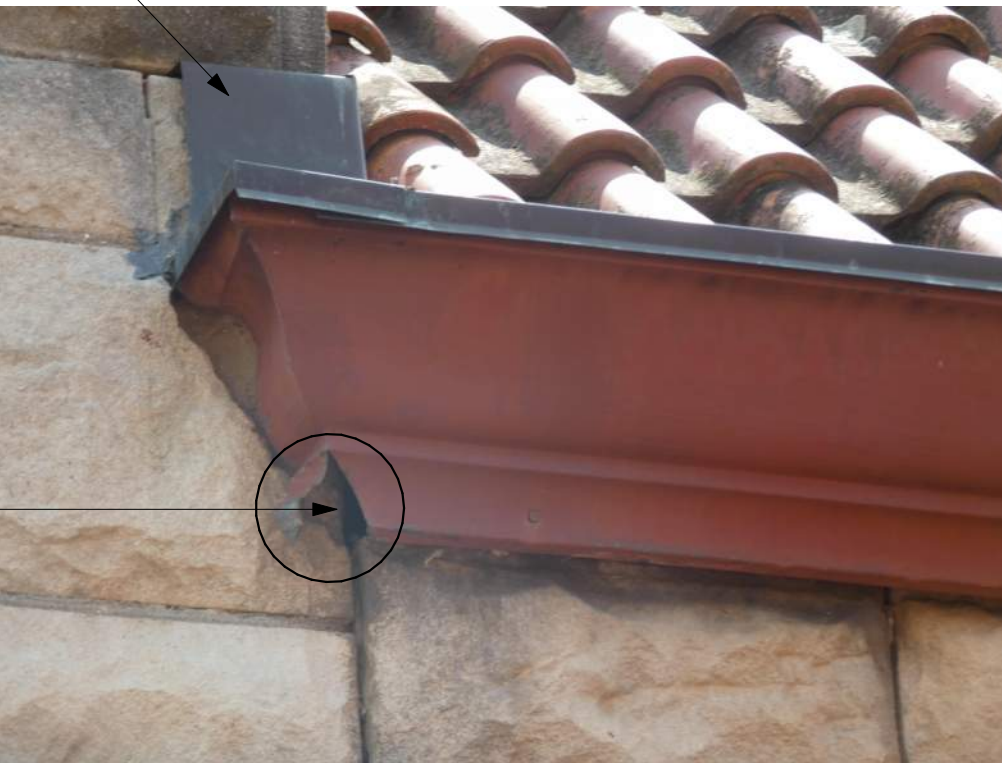
N EXISTING CONDITIONS
PHOTO
NOT TO SCALE



M EXISTING CONDITIONS
PHOTO
NOT TO SCALE



L EXISTING CONDITIONS
PHOTO
NOT TO SCALE



K EXISTING CONDITIONS
PHOTO
NOT TO SCALE



J EXISTING CONDITIONS
PHOTO
NOT TO SCALE



H EXISTING CONDITIONS
PHOTO
NOT TO SCALE



G EXISTING CONDITIONS
PHOTO
NOT TO SCALE



F EXISTING CONDITIONS
PHOTO
NOT TO SCALE



E EXISTING CONDITIONS
PHOTO
NOT TO SCALE

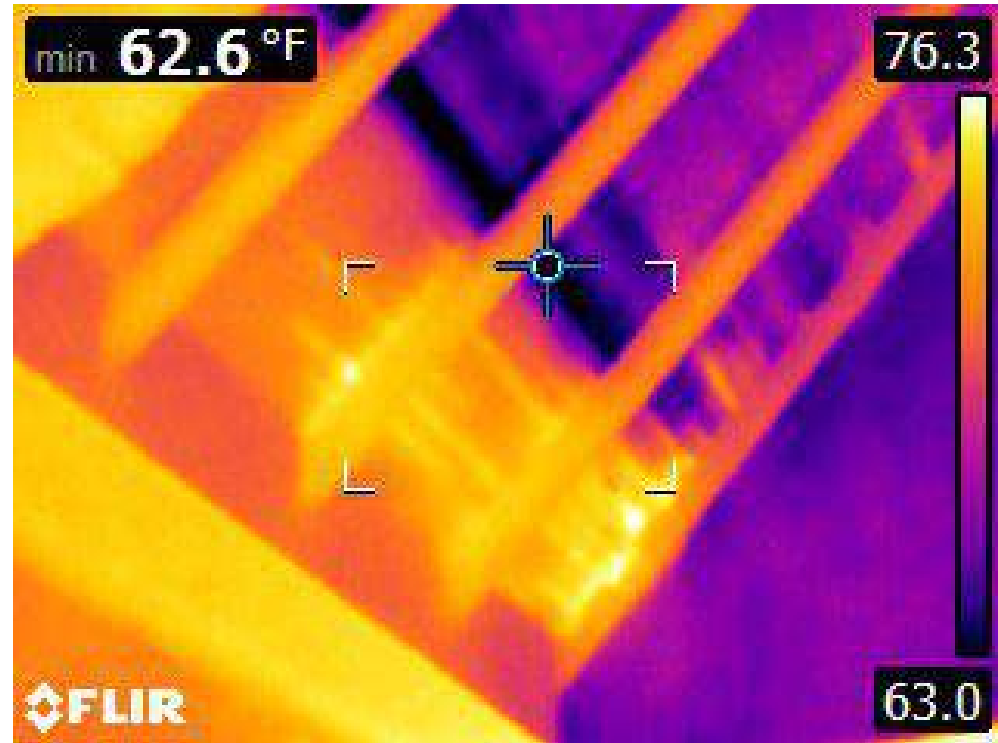
D NOT USED

C NOT USED

B NOT USED

A NOT USED

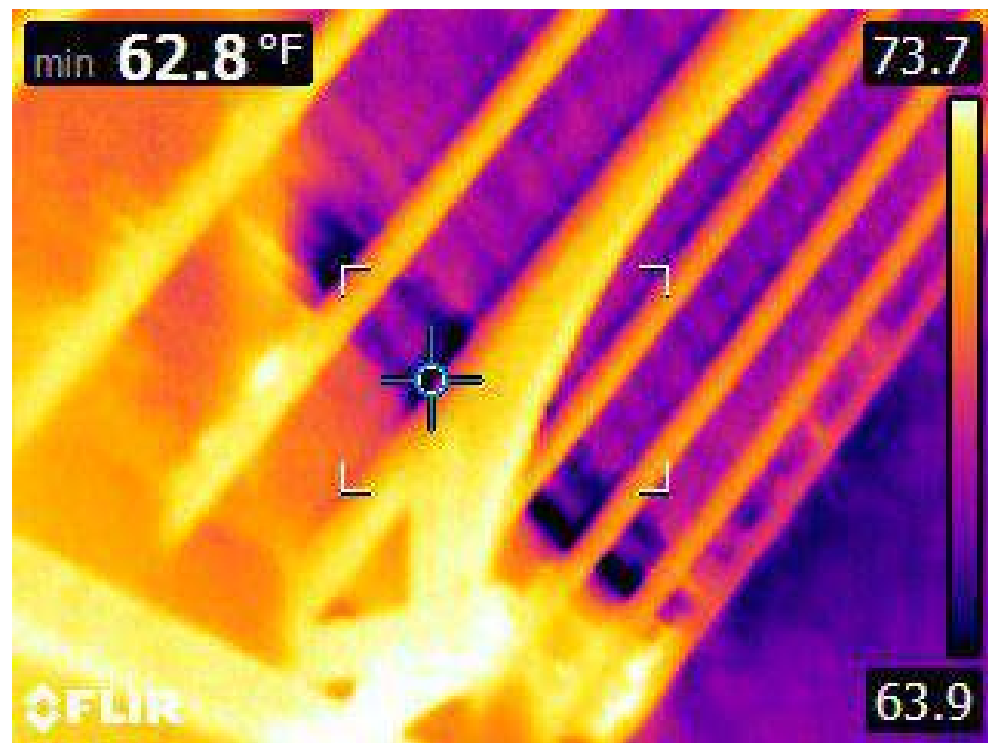
DEMOLITION KEY NOTES	
1.	SALVAGE EXISTING ROOFING SYSTEM DOWN TO ROOF DECK. PATCH AND REPAIR DECKING AS REQUIRED FOR NEW ROOFING SYSTEM.
2.	BASE BID: INTEGRAL COPPER GUTTER TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: REMOVE AND REPLACE COPPER GUTTER IN KIND. PATCH, REPAIR AND PREPARE EXISTING SUBSTRATE FOR NEW GUTTER SYSTEM.
3.	EXISTING PLUMBING ROOF PENETRATION TO REMAIN. REPLACE FLASHING AND COUNTER FLASHING. ALL PENETRATIONS MAY NOT BE SHOWN ON THIS PLAN. CONTRACTOR TO VERIFY ALL LOCATIONS IN FIELD.
4.	REMOVE LOW SLOPE ROOFING SYSTEM DOWN TO EXISTING WOOD DECK. REPAIR WOOD DECKING (ASSUME 1988). REPAIR WOOD TRUSSES AND DECKING TO PREPARE FOR INSTALLATION OF NEW MEMBRANE ROOFING SYSTEM. MAINTAIN EXISTING THROUGH-WALL SCUPPER.
5.	REMOVE AND REPLACE EXISTING METAL SIDEWALL FLASHING AT ALL PARAPETS MATCH EXISTING PROFILE.
6.	EXISTING CAST STONE PARAPET TO REMAIN. CLEAN JOINTS AND REPOINT BOTH SIDES AS INDICATED IN CONSTRUCTION DOCUMENTS.
7.	EXISTING DORMER AND VALLEY FLASHING TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: REMOVE AND REPLACE COPPER DORMER AND VALLEY FLASHING IN KIND. PATCH, REPAIR AND PREPARE EXISTING SUBSTRATE FOR NEW COPPER SYSTEM.
8.	REPAIR/SOLDER METAL GUTTER AND REPLACE ANY MISSING FASTENERS. PATCH HOLES LEFT FROM FASTENERS OF PREVIOUS GUTTER. DO NOT INSTALL NEW FASTENERS IN EXISTING HOLES.
9.	EXISTING COPPER FINIAL TO BE SALVAGED AND REINSTALLED WITH CLAY TILE ROOFING SYSTEM.
10.	BASE BID: EXISTING COPPER STANDING SEAM ROOFING ON EAST SIDE OF ROTUNDA ROOF TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: NO ADDITIONAL WORK TO THIS AREA TO REMAIN.



INFRARED IMAGE OF AREA IN PHOTO BELOW



F EXISTING CONDITIONS
PHOTO
NOT TO SCALE



INFRARED IMAGE OF AREA IN PHOTO BELOW



E EXISTING CONDITIONS
PHOTO
NOT TO SCALE



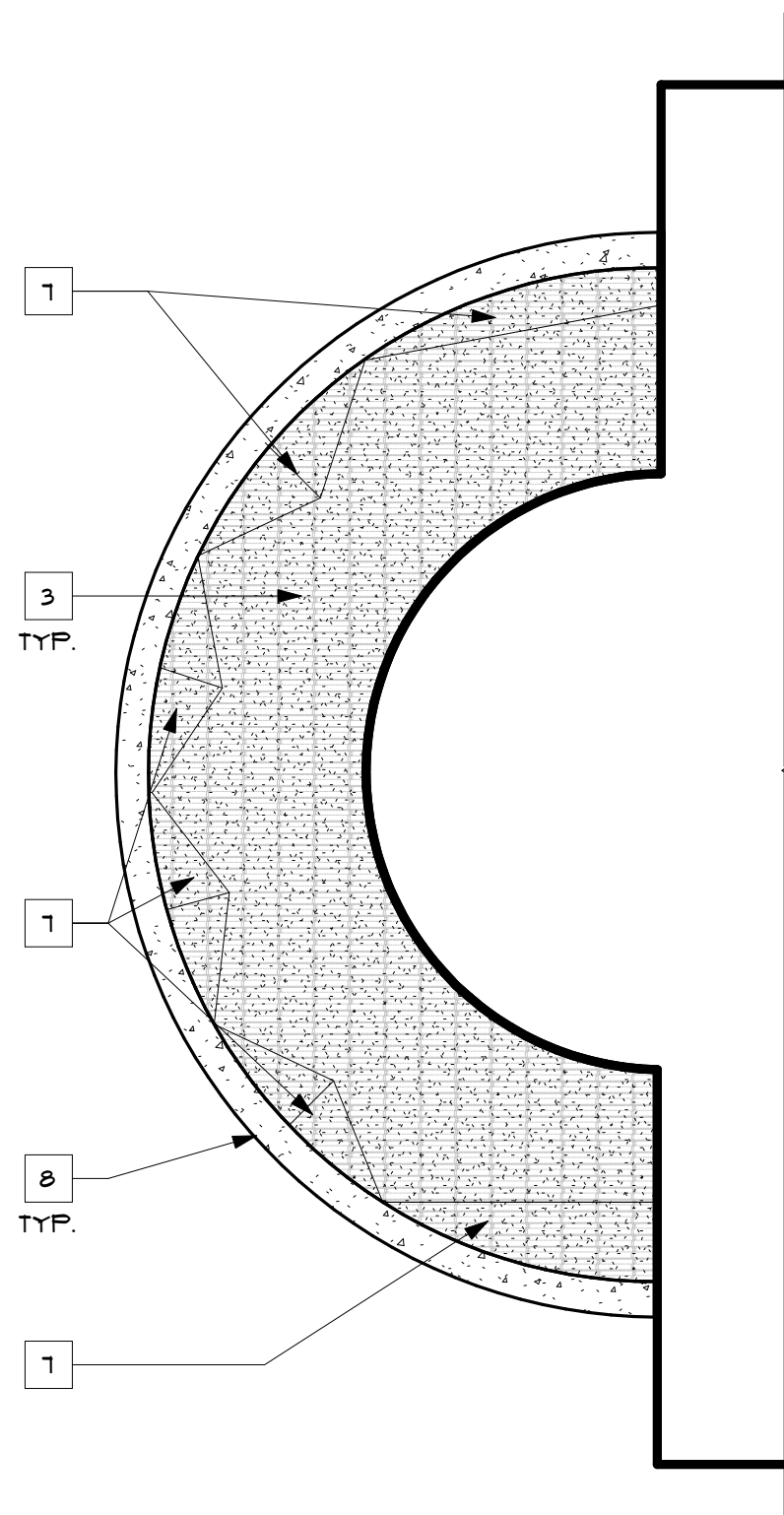
G EXISTING CONDITIONS
PHOTO
NOT TO SCALE



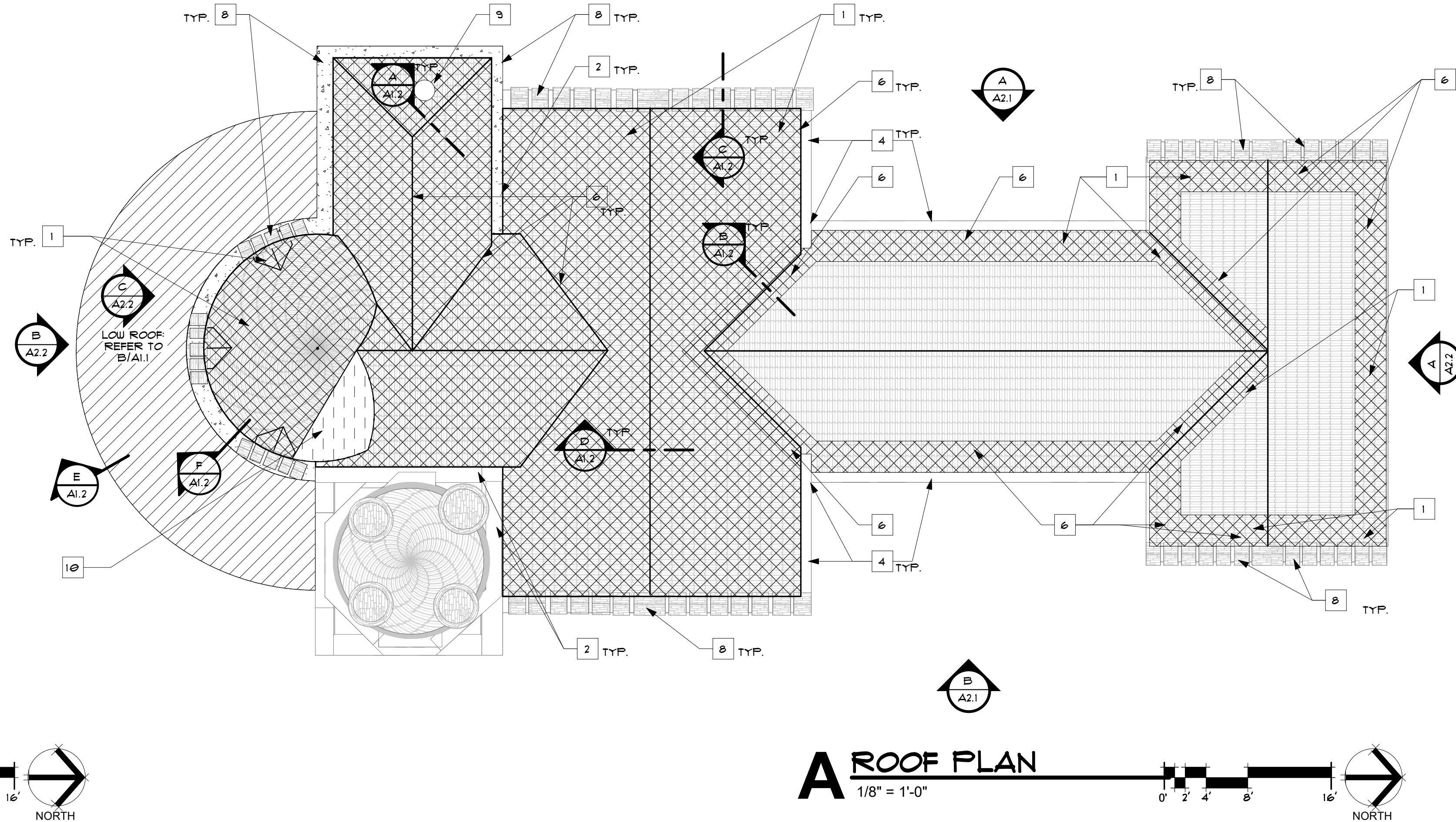
D EXISTING CONDITIONS
PHOTO
NOT TO SCALE



C EXISTING CONDITIONS
PHOTO
NOT TO SCALE



B ROOF PLAN
1/8" = 1'-0"



A ROOF PLAN
1/8" = 1'-0"

KEY NOTES

1. REINSTALLED/NEW CLAY TILE ROOFING SYSTEM.
2. BASE BID: INTEGRAL COPPER GUTTER TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: REMOVE AND REPLACE COPPER GUTTER IN KIND. PATCH, REPAIR AND PREPARE EXISTING SUBSTRATE FOR NEW GUTTER SYSTEM.
3. PVC MEMBRANE ROOFING SYSTEM.
4. EXISTING PRE-FINISH METAL SCUPPER, CONDUCTOR HEAD AND DOWNSPOUT. SOLDER JOINTS. REMOVE LOOSE AND FLAKING PAINT AND PREPARE FOR NEW FINISH TO MATCH EXISTING. REPAIR/SOLDER DOWNSPOUTS IN SAME POSITION AS BEFORE (UNLESS NOTED OTHERWISE). SCOPE EXISTING SUB-SURFACE DRAINAGE, PREPARE REPORT FOR OWNER WITH SUGGESTIONS AND ESTIMATE FOR REPAIR IF NECESSARY.
5. INSTALL ROOFING CAP BY SAME MANUFACTURER OF TILE ROOFING SYSTEM. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
6. INSTALL GRACE ICE AND WATER SHIELD AT ALL EAVES, VALLEYS, RIDGES, AND DORMERS. INSTALL AT LEAST ONE ROLL WIDTH, OR MORE IF RECOMMENDED BY MANUFACTURER.
7. INSTALL ROOF CRICKET WITH BUILT-UP RIGID INSULATION. INSTALL NEW MEMBRANE ROOFING OVER CRICKET. MATCH EXISTING SLOPE.
8. REPOINT 100% OF STONE PARAPETS (ALL SIDES).
9. EXISTING PLUMBING VENT STACK TO REMAIN.
10. BASE BID: EXISTING STANDING SEAM COPPER ROOFING TO REMAIN. RESOLDER, REPAIR, REPLACE ANY MISSING MECHANICAL ATTACHMENTS. ALTERNATE #1: NO ADDITIONAL WORK IN THIS AREA.

ROOF LEGEND

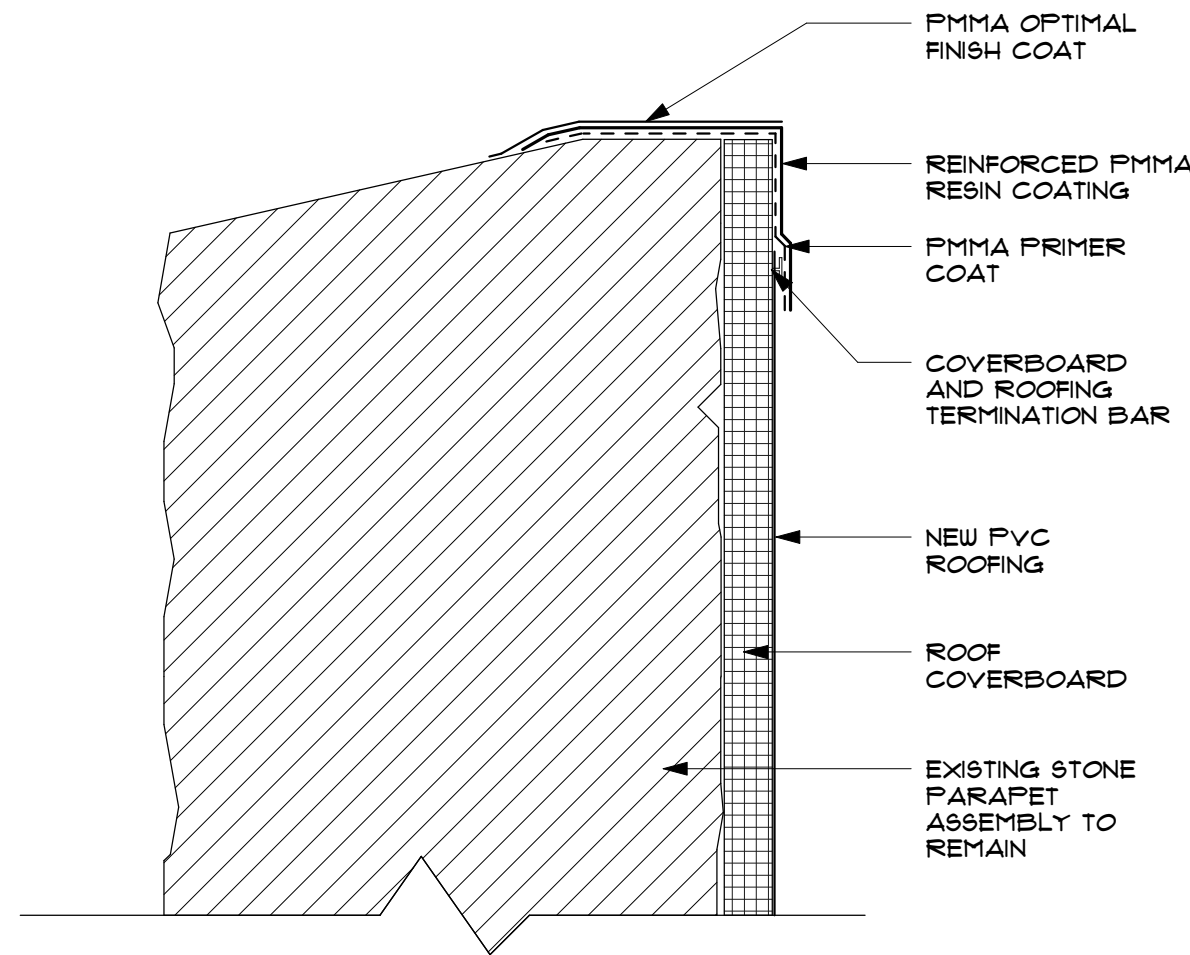
- | | |
|------|-----------------------------|
| | STONE PARAPET CAP |
| | NEW TILE ROOFING SYSTEM |
| | PVC MEMBRANE ROOFING SYSTEM |
| | ROOF PITCH SLOPE LINE |
| | DETAIL SYMBOL AND REFERENCE |
| ALT. | ALTERNATE |
| F.V. | FIELD VERIFY |
| TYP. | TYPICAL |
| SIM. | SIMILAR |

TOTAL NEW ROOF AREA

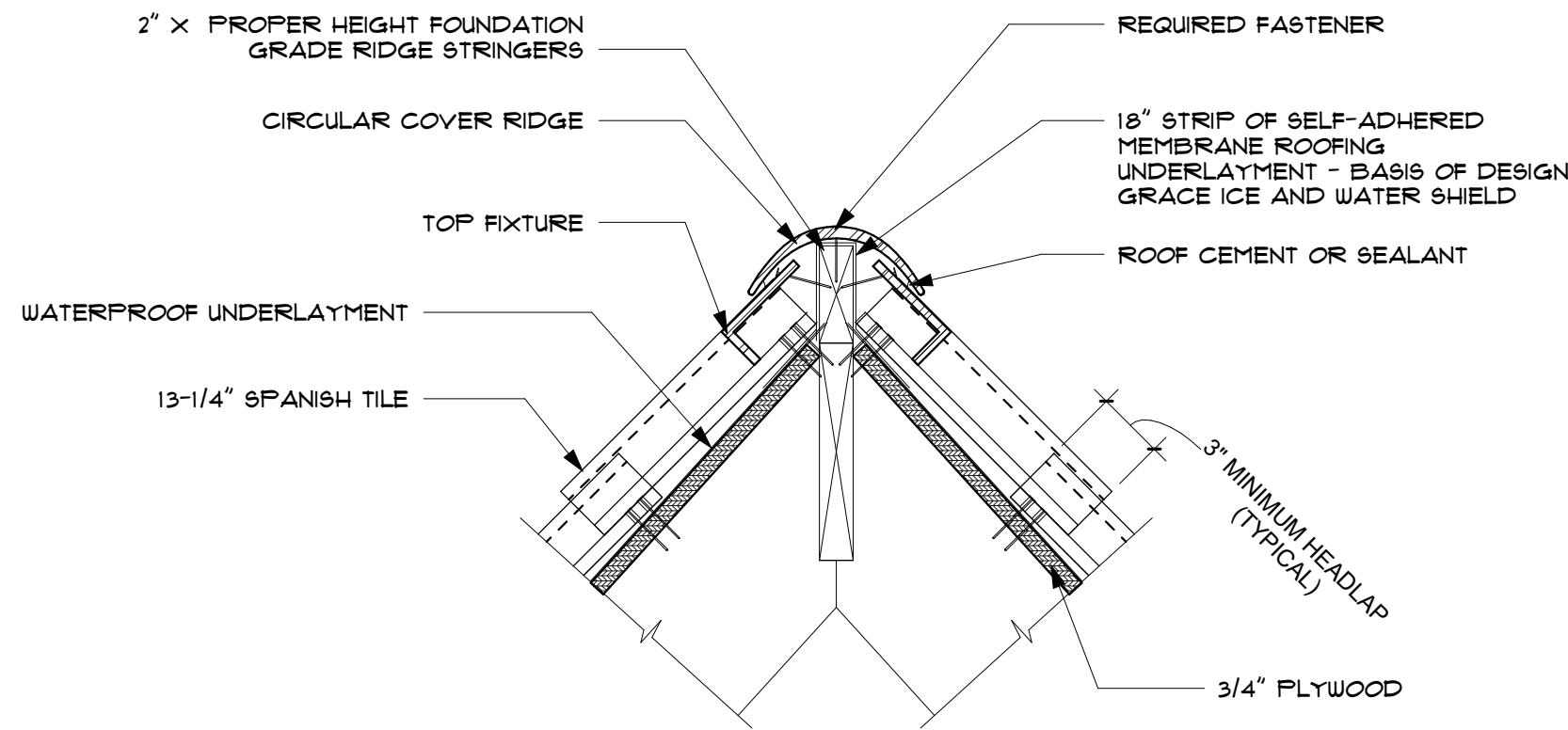
EXISTING/NEW TILE ROOFING (12:12 PITCH) = 2,800 SQ. FT. (APPROXIMATE)
PVC MEMBRANE ROOFING (1/8"12") = 584 SQ. FT. (APPROXIMATE)

ROOF NOTES

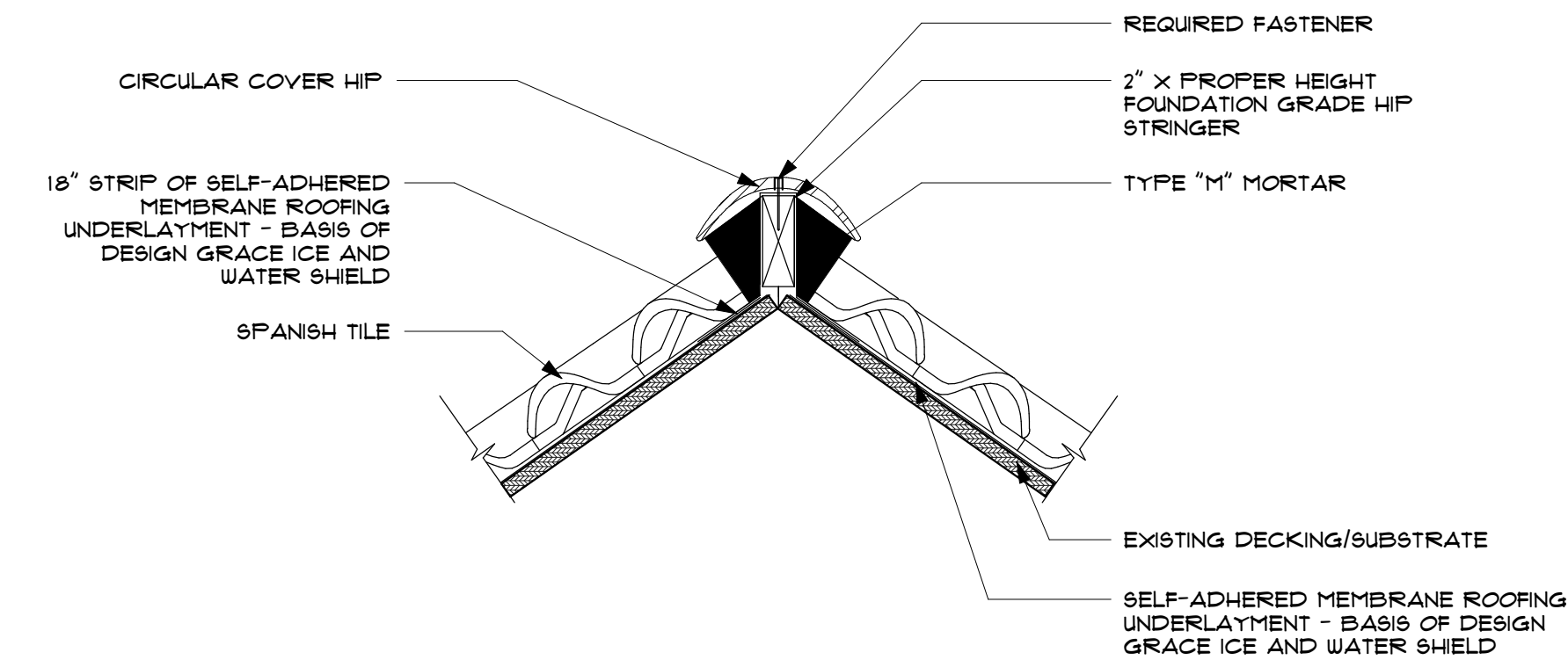
- A. KEYNOTES ARE FOR REFERENCE ONLY AND MAY NOT BE AT ALL LOCATIONS THAT CORRESPOND TO THAT NOTES. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITY OF MATERIALS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
- B. REFER TO SHEET G1.1 FOR ADDITIONAL INFORMATION.
- C. REPLACE ALL METAL EDGE FLASHING & TRIM, UNLESS NOTED OTHERWISE.
- D. REPLACE FLASHING AND COUNTER-FLASHING ON ALL ROOF PENETRATIONS. EXTEND ROOFING MEMBRANE UP SIDES WHERE OCCUR AT MEMBRANE ROOF. (TYPICAL).
- E. INSTALL GRACE ICE AND WATER SHIELD PER MANUFACTURER'S INSTRUCTIONS FOR EXAMPLE AT RIDGE, VALLEY, RAKE EDGESDD, EAVES AND GUTTERS.
- F. DRAWINGS MAY NOT INDICATED ALL ROOFTOP EQUIPMENT, VENTS, MECHANICAL EQUIPMENT, GAS/DRAIN LINES OR PENETRATIONS. CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS.
- G. PATCH AND REPAIR ROOF WHERE ITEMS HAVE BEEN PERMANENTLY DEMOLISHED.
- H. ALL WOOD CONSTRUCTION SHALL BE FIRE RETARDANT WOOD AS REQUIRED BY CODE.
- I. ROOF SLOPE SHALL MATCH EXISTING OR A MINIMUM OF 1/8" PER FOOT (FOR LOW SLOPE ROOFING SYSTEM, UNLESS NOTED OTHERWISE).



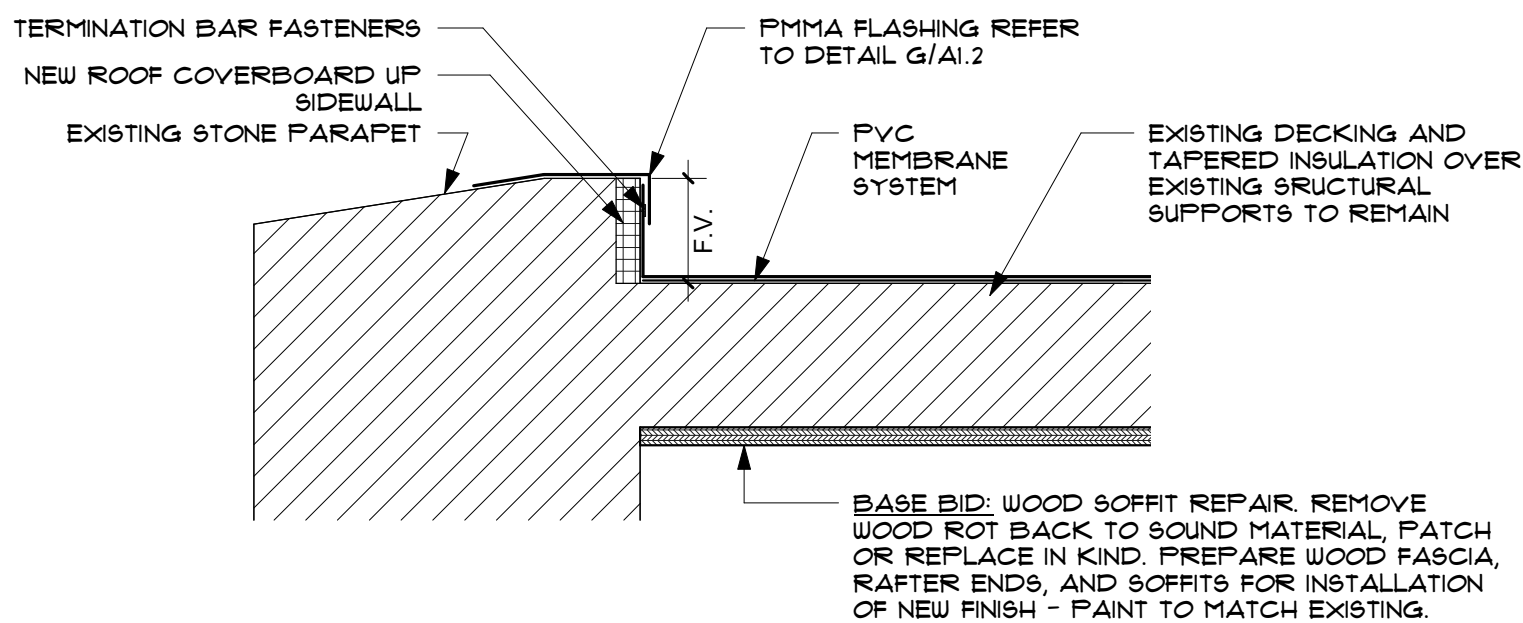
G PMMA FLASHING DETAIL TYP.
3" = 1'-0"



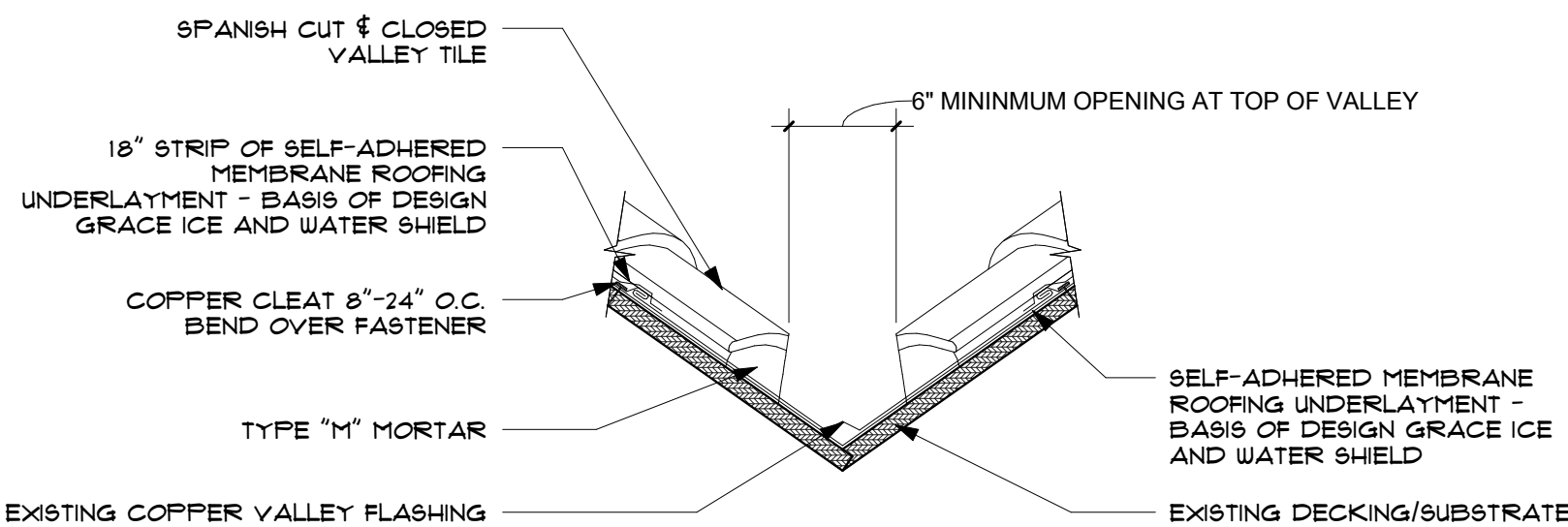
D RIDGE DETAIL
1 1/2" = 1'-0"



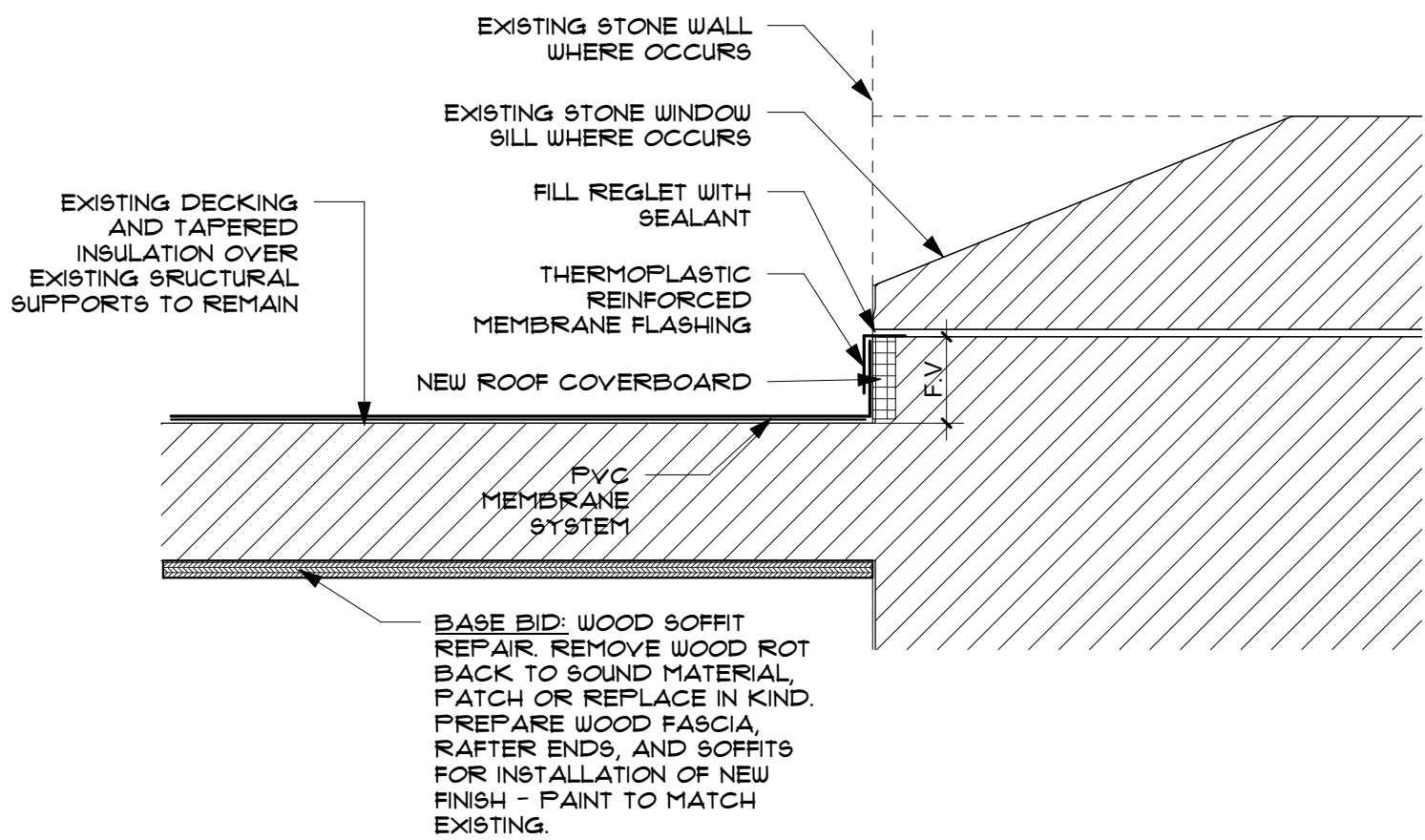
A HIP DETAIL
1 1/2" = 1'-0"



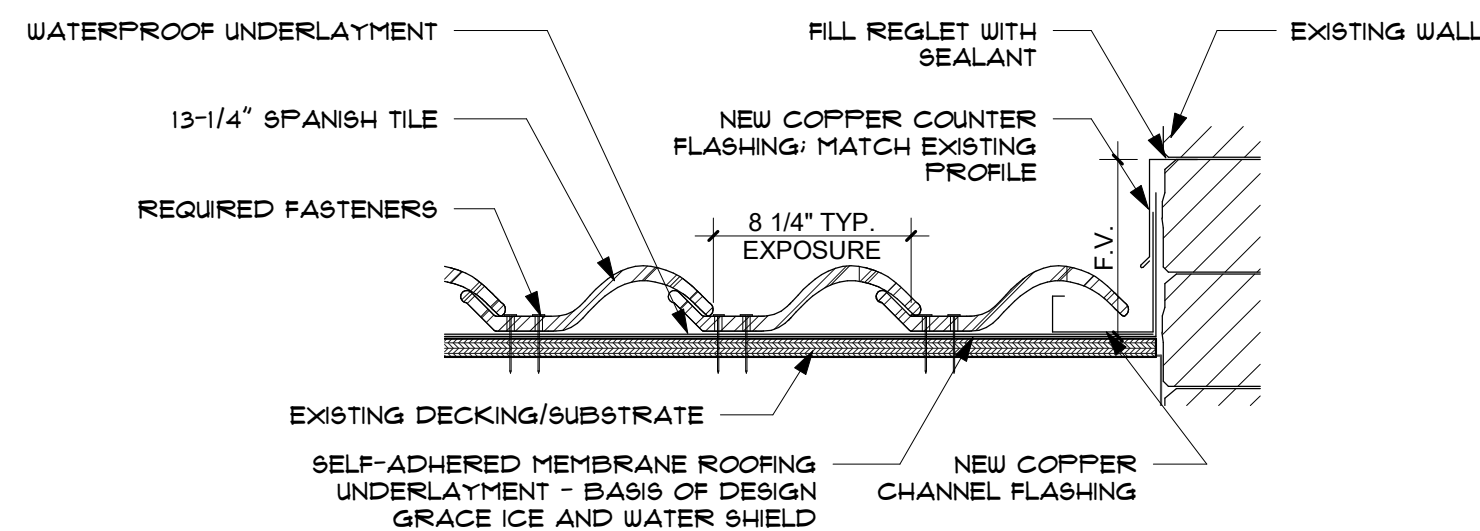
E PARAPET PVC DETAIL
1 1/2" = 1'-0"



B VALLEY DETAIL
1 1/2" = 1'-0"



F SIDEWALL PVC DETAIL
1 1/2" = 1'-0"



C PARAPET DETAIL
1 1/2" = 1'-0"



J EXISTING CONDITIONS
PHOTO - EAST
NOT TO SCALE



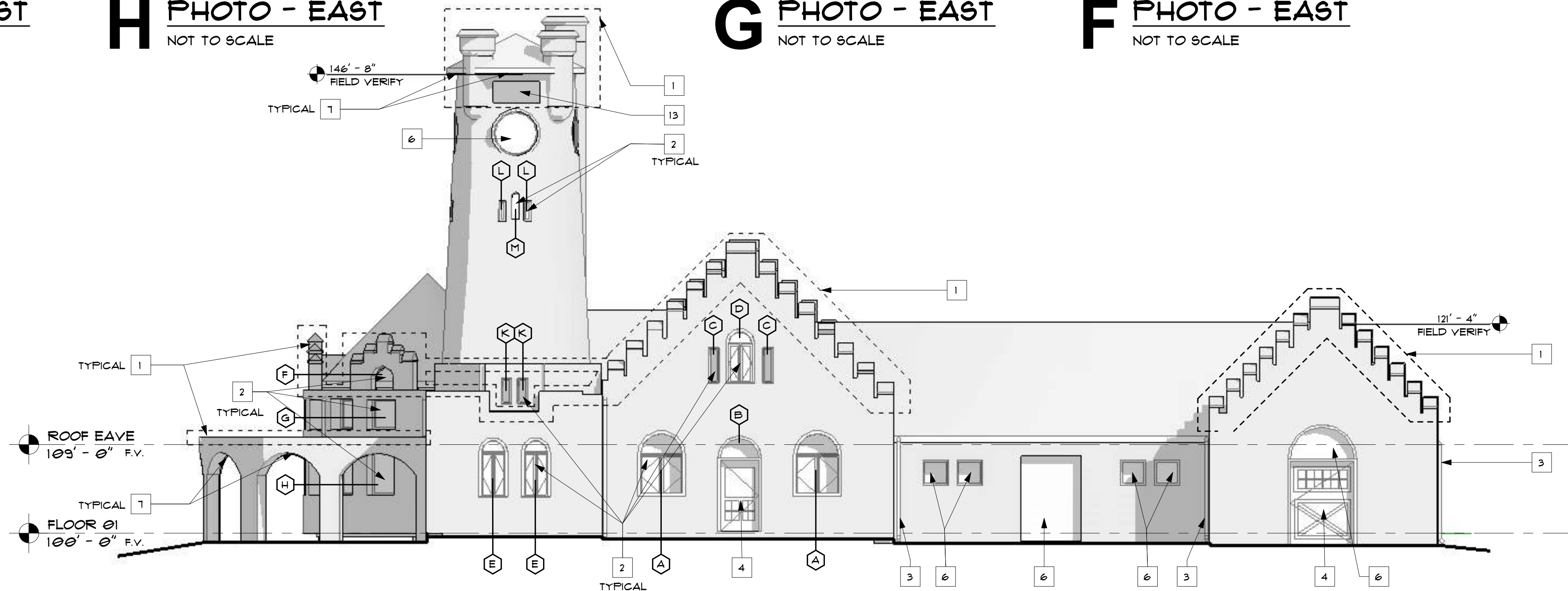
H EXISTING CONDITIONS
PHOTO - EAST
NOT TO SCALE



G EXISTING CONDITIONS
PHOTO - EAST
NOT TO SCALE



F EXISTING CONDITIONS
PHOTO - EAST
NOT TO SCALE



B EAST ELEVATION
1/8" = 1'-0"



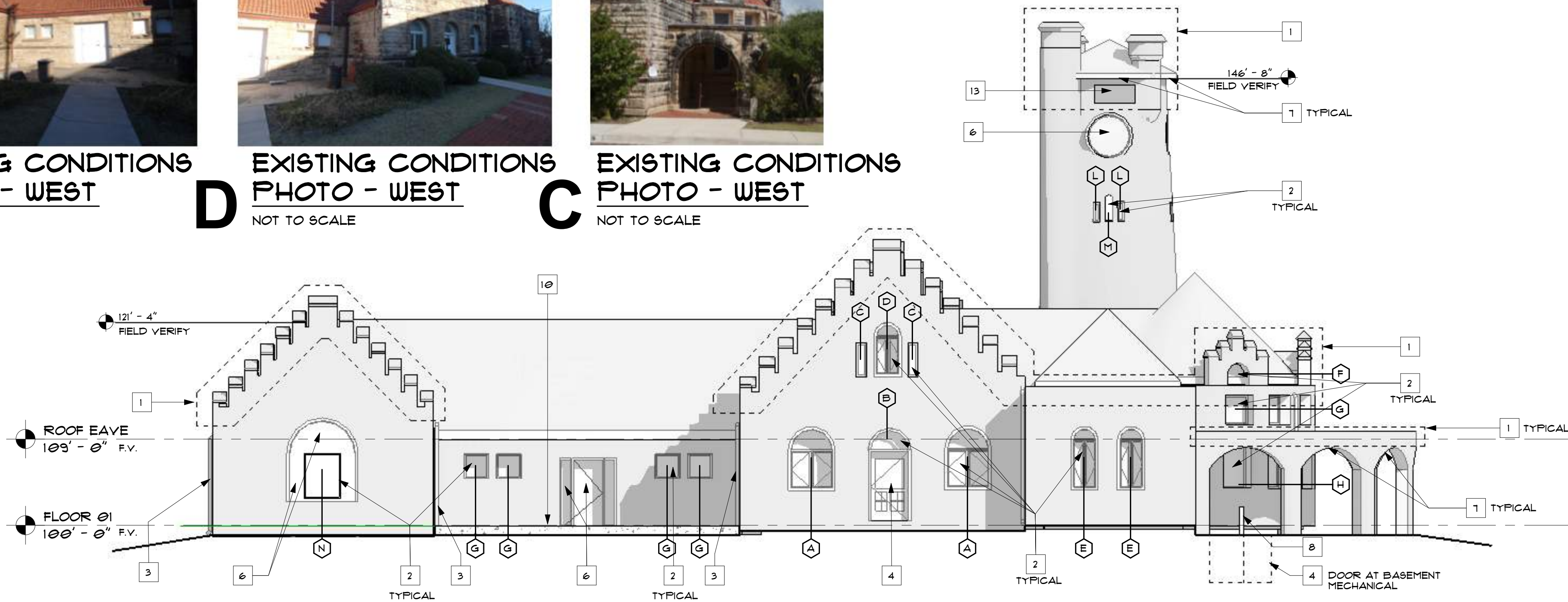
E EXISTING CONDITIONS
PHOTO - WEST
NOT TO SCALE



D EXISTING CONDITIONS
PHOTO - WEST
NOT TO SCALE



C EXISTING CONDITIONS
PHOTO - WEST
NOT TO SCALE



A WEST ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES

1. BASE BID: REPOINT HISTORIC STONE MASONRY ADJACENT TO ROOF WORK, INCLUDING 100% OF PARAPET JOINTS AS SHOWN WITHIN DASHED LINEWORK. ALTERNATE #3: REPOINT 100% OF REMAINING STONE MASONRY.
2. ALTERNATE #2: TREATMENT OF HISTORIC WOOD WINDOWS, PERTAINS TO ALL HISTORIC WOOD WINDOWS, CAREFULLY SALVAGE EXTERIOR WOOD STORM WINDOWS WHERE APPLICABLE AND STORE IN A PROTECTED AREA FOR REINSTALLATION, REPAIR/REPLACE WOOD STORM WINDOWS' DAMAGED COMPONENTS, PRIME AND PAINT TO MATCH EXISTING, RESTORE HISTORIC WOOD WINDOW, REPAIR IN PLACE AS OUTLINED, REPLACEMENT OF HISTORIC WINDOW UNIT IN WHOLE IS NOT ACCEPTABLE OR ANTICIPATED. IF WOOD REPAIR IS NEEDED ON THE WINDOW UNIT, INCLUDING THE HEAD, JAMB OR SILL, PATCH AND REPAIR IN KIND, REMOVE 100% OF EXISTING GLAZING PUTTY AND REPLACE, PRIME AND PAINT EXISTING WOOD WINDOW AND PREPARE OPENING FOR REINSTALLATION OF EXTERIOR STORM.
3. BASE BID: SOLDER EXISTING DOWNSPOUTS, GUTTER AND OVERFLOW SCUPPERS. REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH - PAINT.
4. ALTERNATE #2: EXISTING DOORS AND FRAMES TO REMAIN, REMOVE EXISTING SEAL AT PERIMETER OF OPENING AND RESEAL. CLEAN DIRT, RUST AND CORROSION FROM EXISTING DOOR, HARDWARE AND DOOR FRAME. PATCH AND REPAIR EXISTING WOOD DOOR. PREPARE FOR NEW FINISH - PAINT.
5. ALTERNATE #3: REMOVE EXISTING SEALANT AND BACKING MATERIAL AT EXPANSION JOINTS WHERE MASONRY WALLS ABUT CONCRETE. CLEAN AND PRIME JOINT. INSTALL NEW SEALANT - TYPICAL.
6. ALTERNATE #2: EXISTING WOOD INFILL AT PREVIOUS LOCATION OF WINDOWS AND / OR DOORS IS TO REMAIN. PATCH AND REPAIR ANY WOOD ROT, PREPARE FOR NEW FINISH - PAINT TO MATCH EXISTING.
7. BASE BID: WOOD EAVE REPAIR. REMOVE WOOD ROT BACK TO SOUND MATERIAL, PATCH OR REPLACE IN KIND. PREPARE WOOD FASCIA, RAFTER ENDS, AND SOFFITS FOR INSTALLATION OF NEW FINISH - PAINT TO MATCH EXISTING.
8. BASE BID: PREPARE EXISTING GUARDRAIL FOR INSTALLATION OF NEW FINISH - PAINT.
9. ALTERNATE #3: PATCH AND REPAIR BROKEN STONE AT GUARDRAIL POST.
10. ALTERNATE #4: REMOVE EXISTING SPALLING CONCRETE AND REPLACE WITH 4" CONCRETE PAVING. PREPARE SUBGRADE. SLOPE AWAY FROM BUILDING.
11. EXISTING "SANTA FE" SIGNAGE TO REMAIN. PROTECT DURING CONSTRUCTION.
12. SALVAGE EXISTING "SHAWNEE" SIGNAGE AND RETAIN FOR REINSTALLATION AFTER REPOINT WORK IS COMPLETE. DO NOT INSTALL MECHANICAL ATTACHMENT THROUGH STONE FACE, INSTALL AT MORTAR JOINTS.
13. BASE BID: PAINT EXISTING VENTING GRILLS, LOUVERS, ETC. UNLESS NOTED OTHERWISE.

ELEVATION NOTES

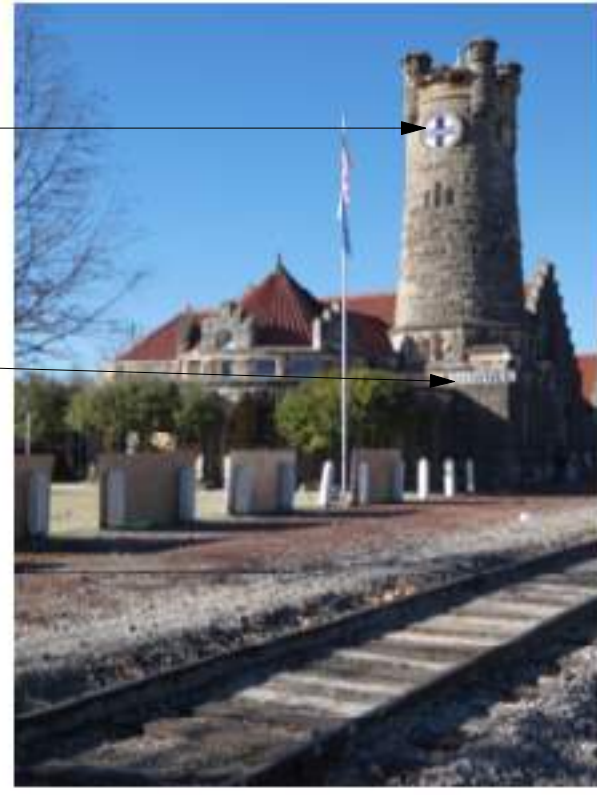
- A. ALTERNATE #3: CLEAN ALL HISTORIC STONE MASONRY, TEST POSSIBLE CHEMICAL PRODUCTS TO CLEAN STONE WITH THE MOST SENSITIVE MEANS AND METHODS POSSIBLE. SAND-BLASTING IS NOT AN ACCEPTABLE SOLUTION TO REMOVING STAINS AND DIRT. CONTRACTOR IS TO PROVIDE A TEST AREA TO BE APPROVED BY THE ARCHITECT, REFER TO NPS TECHNICAL BRIEFS FOR ADDITIONAL MASONRY CLEANING, PREP FOR REINSTALL WITH IN-KIND MASONRY AND MORTAR, REFER TO SPECIFICATIONS AND NPS PRESERVATIONS BRIEF 2.
- B. BASE BID: REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH TO BE SELECTED FROM MANUFACTURER'S FULL RANGE.
- C. ALTERNATE #3: WHERE CRACKING HAS OCCURRED ON EXTERIOR MASONRY, SAW CUT CRACKS TO 1/4", FILL AND SEAL.
- D. BASE BID & ALTERNATE #3: TEMPORARILY RELOCATE EXTERIOR LIGHTING, CONDUIT, PIPING, WIRING, ELECTRICAL BOXES, ETC. AS REQUIRED TO COMPLETE RE-POINTING, HISTORIC MASONRY STONE REPAIR AND TREATMENT OF HISTORIC WOOD WINDOWS, REINSTALL IN THEIR ORIGINAL LOCATION WHEN COMPLETE.
- E. ALTERNATE #3: EXISTING HOSE BIBS AND WATER HYDRANTS TO REMAIN, REMOVE EXISTING SEALANT AND INSTALL NEW SEALANT AT ALL LOCATIONS AROUND PERIMETER OF BUILDING.
- F. BASE BID: EXISTING DECORATIVE LIGHT FIXTURES TO REMAIN, CLEAN WITH THE GENTLEST MEANS NECESSARY.
- G. BASE BID: EXISTING ELECTRICAL DEVICES, SECURITY CAMERAS, AND CONDUIT TO REMAIN ON THE EXTERIOR FACADE.
- H. BASE BID: REMOVE EXISTING CHRISTMAS LIGHTS AND/OR ATTACHMENTS AS NEEDED TO REPOINT. REINSTALL AFTER WORK IS COMPLETE.



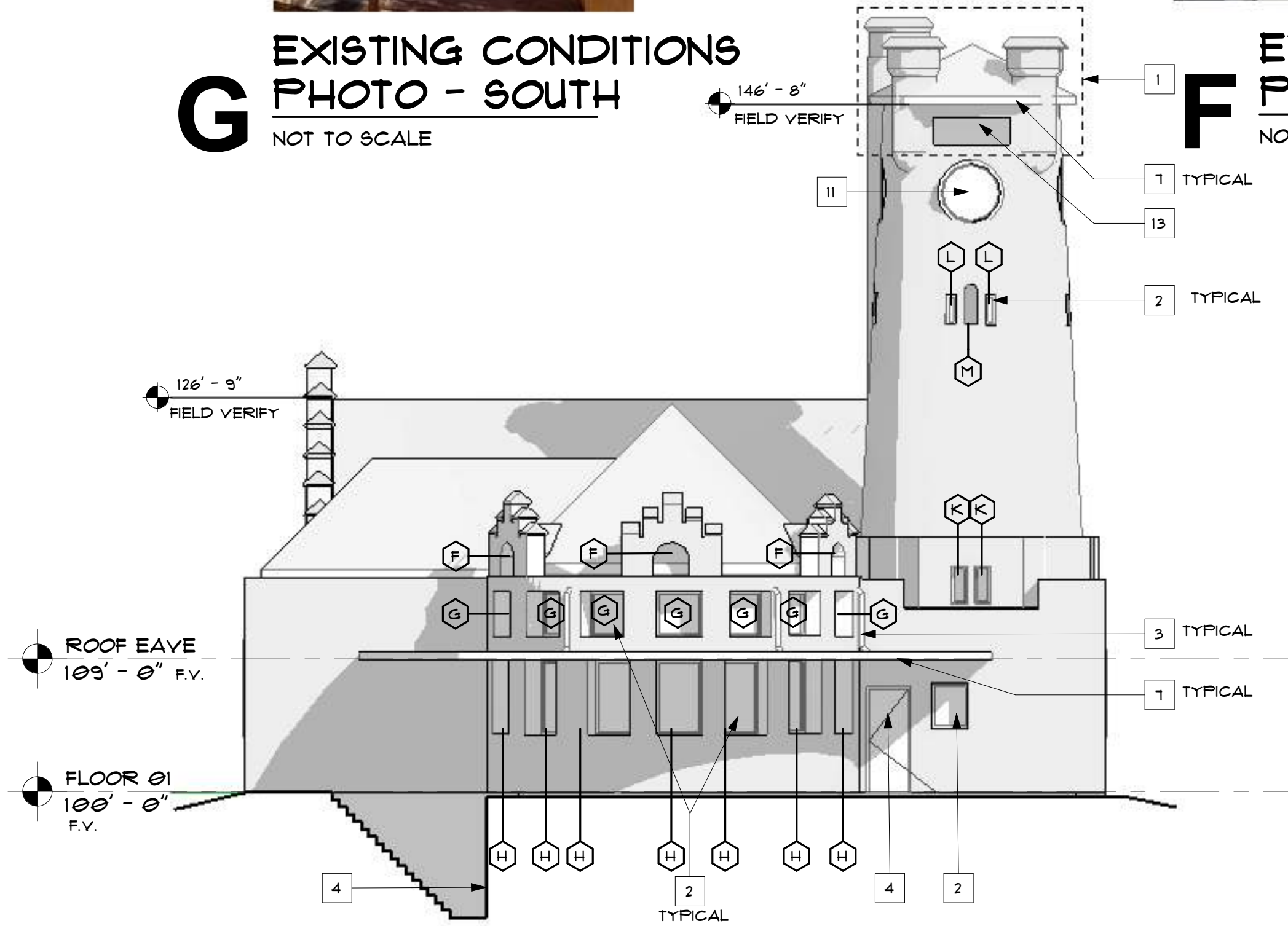
G EXISTING CONDITIONS
PHOTO - SOUTH
NOT TO SCALE



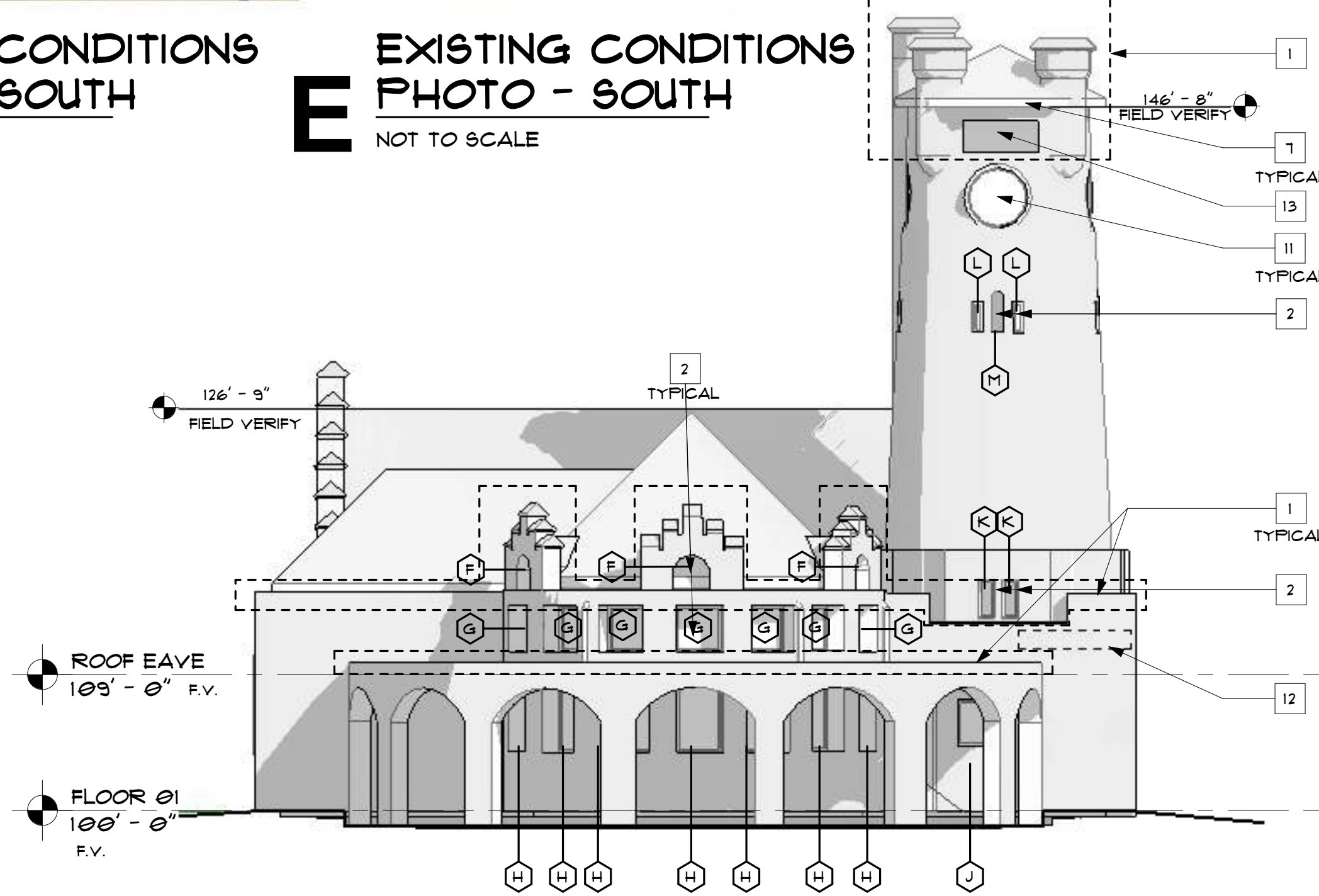
F EXISTING CONDITIONS
PHOTO - SOUTH
NOT TO SCALE



E EXISTING CONDITIONS
PHOTO - SOUTH
NOT TO SCALE



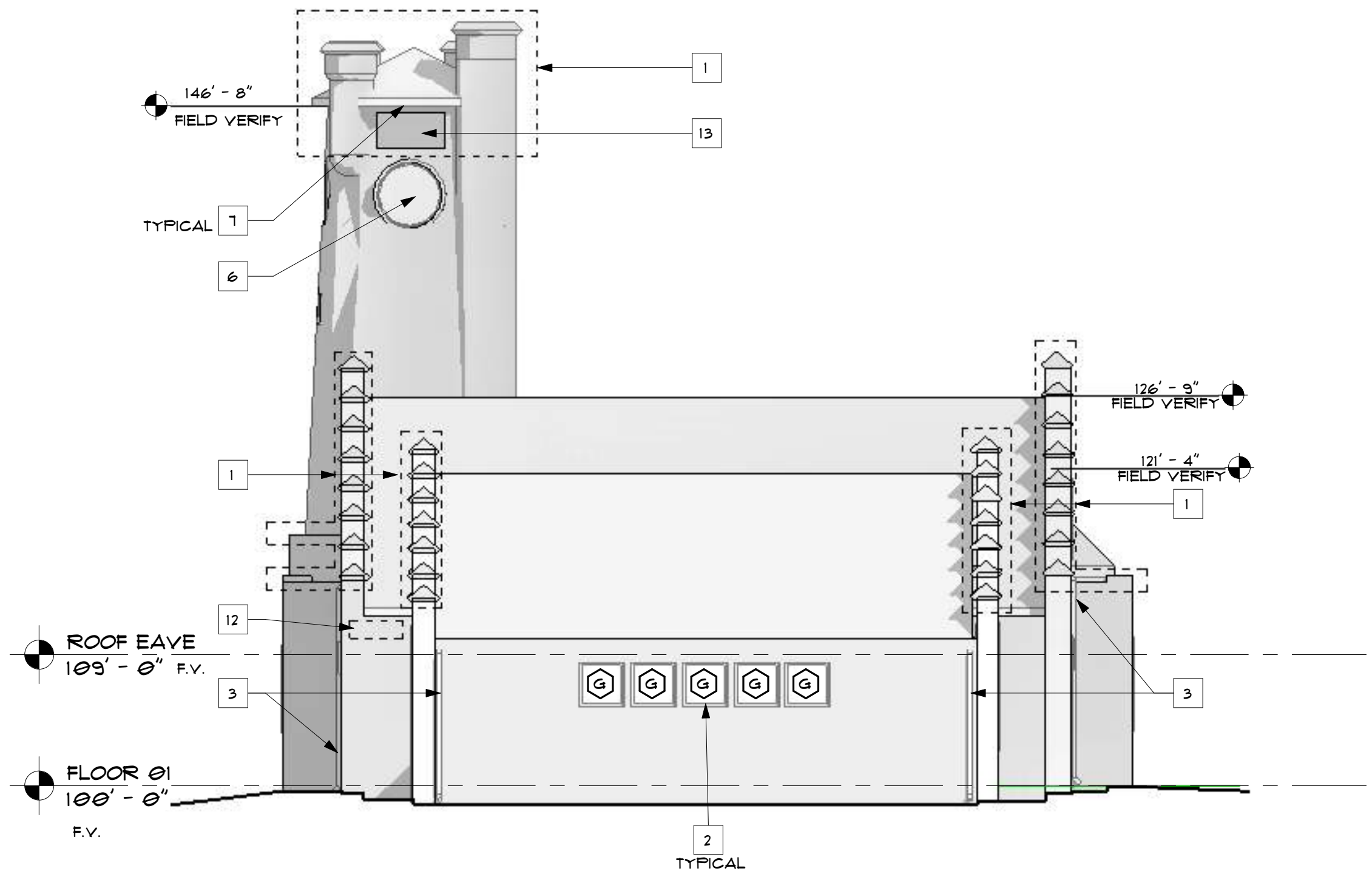
C SOUTH ELEVATION -
NO ROTUNDA
1/8" = 1'-0"



B SOUTH ELEVATION
1/8" = 1'-0"



D EXISTING CONDITIONS
PHOTO - NORTH
NOT TO SCALE



A NORTH ELEVATION
1/8" = 1'-0"

ELEVATION KEY NOTES

1. BASE BID: REPOINT HISTORIC STONE MASONRY ADJACENT TO ROOF WORK, INCLUDING 100% OF PARAPET JOINTS AS SHOWN WITHIN DASHED LINEWORK. ALTERNATE #3 REPOINT 100% OF REMAINING STONE MASONRY.
2. ALTERNATE #2 TREATMENT OF HISTORIC WOOD WINDOWS, PERTAINS TO ALL HISTORIC WOOD WINDOWS, CAREFULLY SALVAGE EXTERIOR WOOD STORM WINDOWS WHERE APPLICABLE AND STORE IN A PROTECTED AREA FOR REINSTALLATION, REPAIR/REPLACE WOOD STORM WINDOWS' DAMAGED COMPONENTS, PRIME AND PAINT TO MATCH EXISTING. RESTORE HISTORIC WOOD WINDOW, REPAIR IN PLACE AS OUTLINED, REPLACEMENT OF HISTORIC WINDOW UNIT IN WHOLE IS NOT ACCEPTABLE OR ANTICIPATED. IF WOOD REPAIR IS NEEDED ON THE WINDOW UNIT, INCLUDING THE HEAD, JAMB OR SILL, PATCH AND REPAIR IN KIND, REMOVE 100% OF EXISTING GLAZING PUTTY AND REPLACE, PRIME AND PAINT EXISTING WOOD WINDOW AND PREPARE OPENING FOR REINSTALLATION OF EXTERIOR STORM.
3. BASE BID: SOLDER EXISTING DOWNSPOUTS, GUTTER AND OVERFLOW SCUPPERS. REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH - PAINT.
4. ALTERNATE #2 EXISTING DOORS AND FRAMES TO REMAIN. REMOVE EXISTING SEAL AT PERIMETER OF OPENING AND RESEAL. CLEAN DIRT, RUST AND CORROSION FROM EXISTING DOOR, HARDWARE AND DOOR FRAME. PATCH AND REPAIR EXISTING WOOD DOOR. PREPARE FOR NEW FINISH - PAINT.
5. ALTERNATE #3: REMOVE EXISTING SEALANT AND BACKING MATERIAL AT EXPANSION JOINTS WHERE MASONRY WALLS ABUT CONCRETE. CLEAN AND PRIME JOINT. INSTALL NEW SEALANT - TYPICAL.
6. ALTERNATE #2: EXISTING WOOD INFILL AT PREVIOUS LOCATION OF WINDOWS AND / OR DOORS IS TO REMAIN. PATCH AND REPAIR ANY WOOD ROT, PREPARE FOR NEW FINISH - PAINT TO MATCH EXISTING.
7. BASE BID: WOOD EAVE REPAIR. REMOVE WOOD ROT BACK TO SOUND MATERIAL, PATCH OR REPLACE IN KIND. PREPARE WOOD FASCIA, RAFTER ENDS, AND SOFFITS FOR INSTALLATION OF NEW FINISH - PAINT TO MATCH EXISTING.
8. BASE BID: PREPARE EXISTING GUARDRAIL FOR INSTALLATION OF NEW FINISH - PAINT.
9. ALTERNATE #3: PATCH AND REPAIR BROKEN STONE AT GUARDRAIL POST.
10. ALTERNATE #4: REMOVE EXISTING SPALLING CONCRETE AND REPLACE WITH 4" CONCRETE PAVING. PREPARE SUBGRADE. SLOPE AWAY FROM BUILDING.
11. EXISTING "SANTA FE" SIGNAGE TO REMAIN. PROTECT DURING CONSTRUCTION.
12. SALVAGE EXISTING "SHAWNEE" SIGNAGE AND RETAIN FOR REINSTALLATION AFTER REPOINT WORK IS COMPLETE. DO NOT INSTALL MECHANICAL ATTACHMENT THROUGH STONE FACE, INSTALL AT MORTAR JOINTS.
13. BASE BID: PAINT EXISTING VENTING GRILLS, LOUVERS, ETC. UNLESS NOTED OTHERWISE.

ELEVATION NOTES

- ALTERNATE #3 CLEAN ALL HISTORIC STONE MASONRY. TEST POSSIBLE CHEMICAL PRODUCTS TO CLEAN STONE WITH THE MOST SENSITIVE MEANS AND METHODS POSSIBLE. SAND-BLASTING IS NOT AN ACCEPTABLE SOLUTION TO REMOVING STAINS AND DIRT. CONTRACTOR IS TO PROVIDE A TEST AREA TO BE APPROVED BY THE ARCHITECT. REFER TO NP'S TECHNICAL BRIEFS FOR ADDITIONAL MASONRY CLEANING, PREP FOR REINSTALL WITH IN-KIND MASONRY AND MORTAR. REFER TO SPECIFICATIONS AND NP'S PRESERVATIONS BRIEF 2.
- BASE BID: REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH TO BE SELECTED FROM MANUFACTURER'S FULL RANGE.
- ALTERNATE #3: WHERE CRACKING HAS OCCURRED ON EXTERIOR MASONRY, SAW CUT CRACKS TO 1/4", FILL AND SEAL.
- BASE BID & ALTERNATE #3: TEMPORARILY RELOCATE EXTERIOR LIGHTING, CONDUIT, PIPING, WIRING, ELECTRICAL BOXES, ETC. AS REQUIRED TO COMPLETE RE-POINTING, HISTORIC MASONRY STONE REPAIR AND TREATMENT OF HISTORIC WOOD WINDOWS, REINSTALL IN THEIR ORIGINAL LOCATION WHEN COMPLETE.
- ALTERNATE #3: EXISTING HOSE BIBS AND WATER HYDRANTS TO REMAIN, REMOVE EXISTING SEALANT AND INSTALL NEW SEALANT AT ALL LOCATIONS AROUND PERIMETER OF BUILDING.
- BASE BID: EXISTING DECORATIVE LIGHT FIXTURES TO REMAIN, CLEAN WITH THE GENTLEST MEANS NECESSARY.
- BASE BID: EXISTING ELECTRICAL DEVICES, SECURITY CAMERAS, AND CONDUIT TO REMAIN ON THE EXTERIOR FACADE.
- BASE BID: REMOVE EXISTING CHRISTMAS LIGHTS AND/OR ATTACHMENTS AS NEEDED TO REPOINT. REINSTALL AFTER WORK IS COMPLETE.



P EXISTING CONDITIONS
PHOTO
NOT TO SCALE



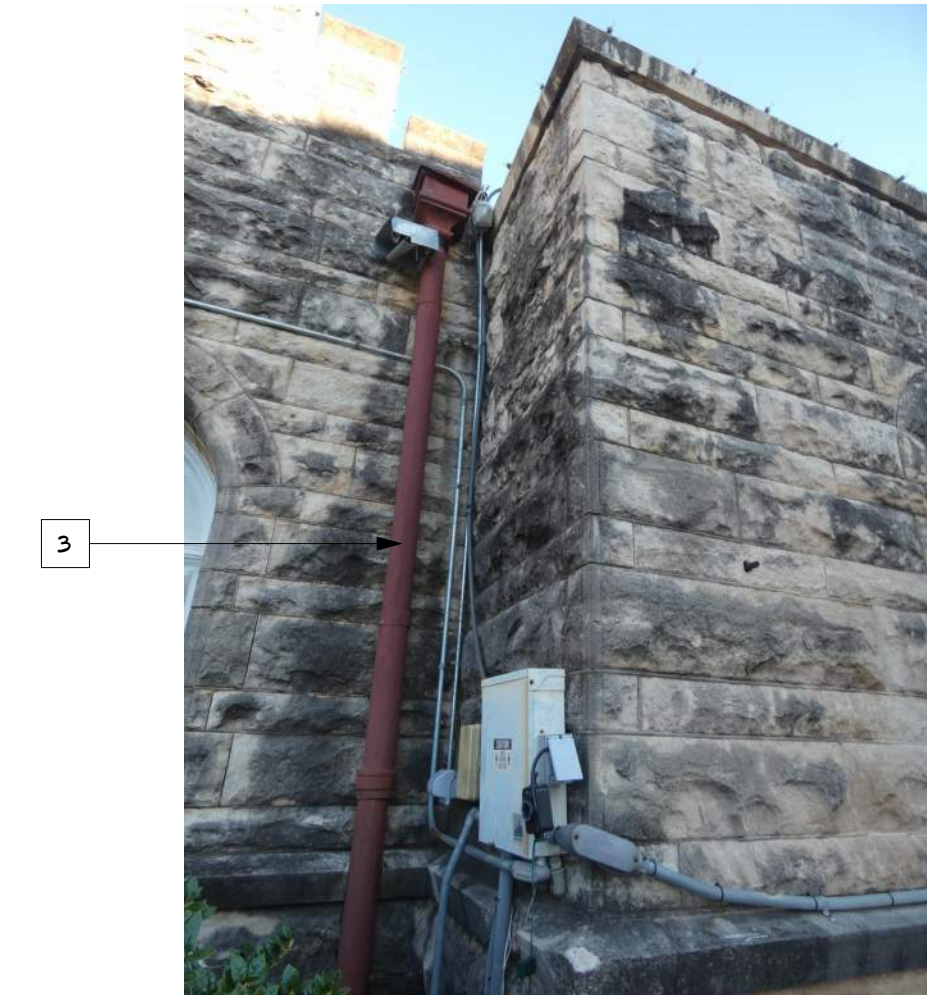
N EXISTING CONDITIONS
PHOTO
NOT TO SCALE



M EXISTING CONDITIONS
PHOTO
NOT TO SCALE



L EXISTING CONDITIONS
PHOTO
NOT TO SCALE



H EXISTING CONDITIONS
PHOTO
NOT TO SCALE



G EXISTING CONDITIONS
PHOTO
NOT TO SCALE



K EXISTING CONDITIONS
PHOTO
NOT TO SCALE



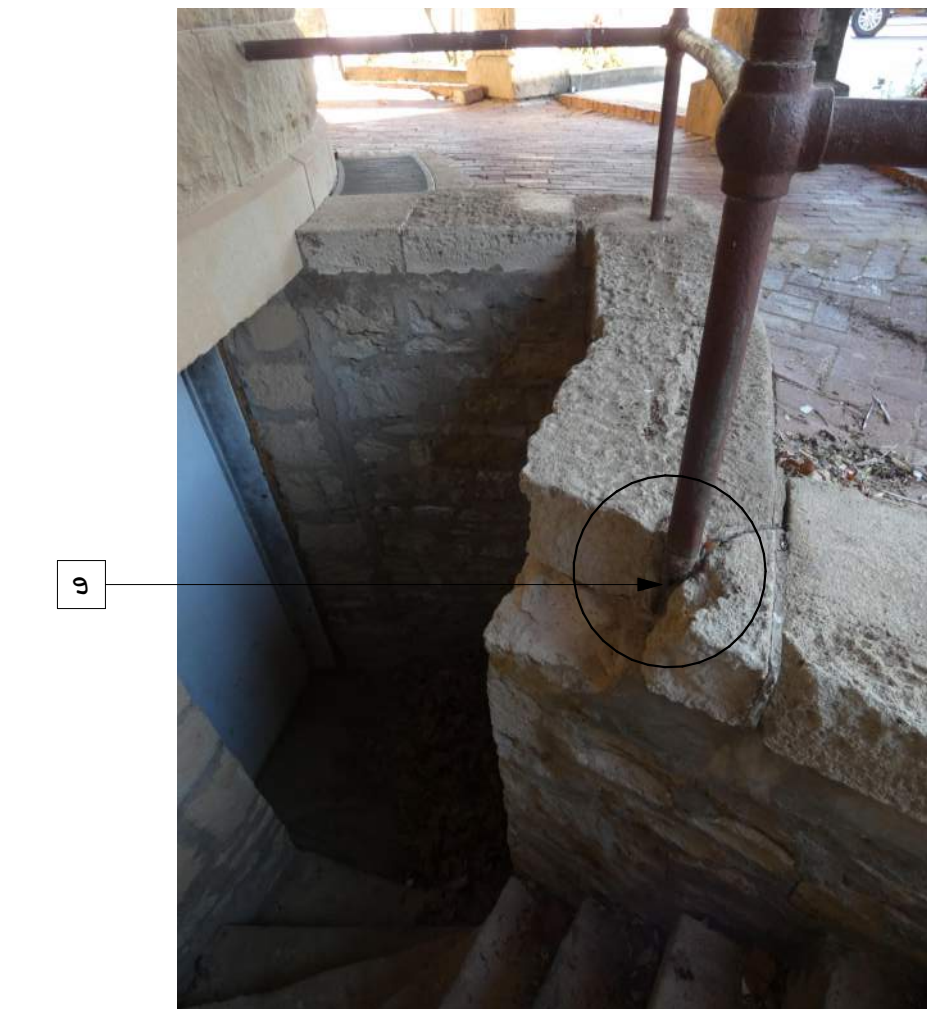
J EXISTING CONDITIONS
PHOTO
NOT TO SCALE



F EXISTING CONDITIONS
PHOTO
NOT TO SCALE



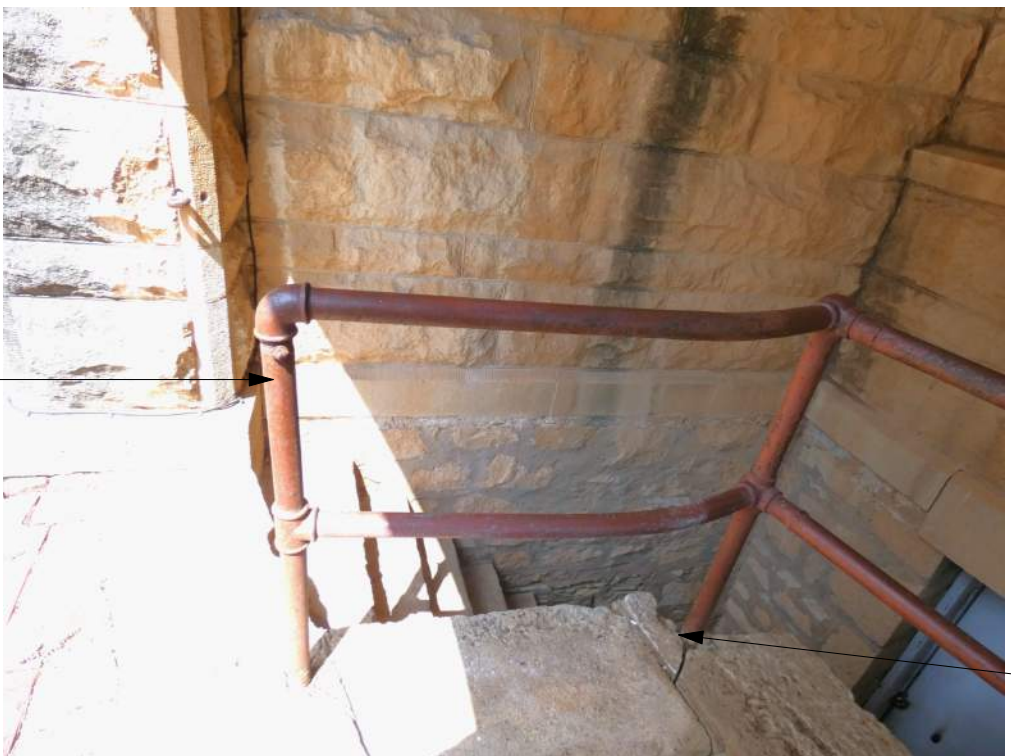
E EXISTING CONDITIONS
PHOTO
NOT TO SCALE



D EXISTING CONDITIONS
PHOTO
NOT TO SCALE



C EXISTING CONDITIONS
PHOTO
NOT TO SCALE



B EXISTING CONDITIONS
PHOTO
NOT TO SCALE



A EXISTING CONDITIONS
PHOTO
NOT TO SCALE

ELEVATION KEY NOTES

1. **BASE BID:** REPOINT HISTORIC STONE MASONRY ADJACENT TO ROOF WORK, INCLUDING 100% OF PARAPET JOINTS AS SHOWN WITHIN DASHED LINEWORK. **ALTERNATE #3:** REPOINT 100% OF REMAINING STONE MASONRY.
2. **ALTERNATE #2:** TREATMENT OF HISTORIC WOOD WINDOWS, PERTAINS TO ALL HISTORIC WOOD WINDOWS, CAREFULLY SALVAGE EXTERIOR WOOD STORM WINDOWS WHERE AFFLICABLE AND STORE IN A PROTECTED AREA FOR REINSTALLATION, REPAIR/REPLACE WOOD STORM WINDOWS' DAMAGED COMPONENTS, PRIME AND PAINT TO MATCH EXISTING. RESTORE HISTORIC WOOD WINDOW, REPAIR IN PLACE AS OUTLINED, REPLACEMENT OF HISTORIC WINDOW UNIT IN WHOLE IS NOT ACCEPTABLE OR ANTICIPATED. IF WOOD REPAIR IS NEEDED ON THE WINDOW UNIT INCLUDING THE HEAD, JAMB OR SILL, PATCH AND REPAIR IN KIND, REMOVE 100% OF EXISTING GLAZING PUTTY AND REPLACE, PRIME AND PAINT EXISTING WOOD WINDOW AND PREPARE OPENING FOR REINSTALLATION OF EXTERIOR STORM.
3. **BASE BID:** SOLDER EXISTING DOWNSPOUTS, GUTTER AND OVERFLOW SCUPPERS. REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH - PAINT.
4. **ALTERNATE #2:** EXISTING DOORS AND FRAMES TO REMAIN, REMOVE EXISTING SEAL AT PERIMETER OF OPENING AND RESEAL. CLEAN DIRT, RUST AND CORROSION FROM EXISTING DOOR, HARDWARE AND DOOR FRAME. PATCH AND REPAIR EXISTING WOOD DOOR. PREPARE FOR NEW FINISH - PAINT.
5. **ALTERNATE #3:** REMOVE EXISTING SEALANT AND BACKING MATERIAL AT EXPANSION JOINTS WHERE MASONRY WALLS ABUT CONCRETE. CLEAN AND PRIME JOINT. INSTALL NEW SEALANT - TYPICAL.
6. **ALTERNATE #2:** EXISTING WOOD INFILL AT PREVIOUS LOCATION OF WINDOWS AND / OR DOORS IS TO REMAIN. PATCH AND REPAIR ANY WOOD ROT, PREPARE FOR NEW FINISH - PAINT TO MATCH EXISTING.
7. **BASE BID:** WOOD EAVE REPAIR. REMOVE WOOD ROT BACK TO SOUND MATERIAL, PATCH OR REPLACE IN KIND. PREPARE WOOD FASCIA, RAFTER ENDS, AND SOFFITS FOR INSTALLATION OF NEW FINISH - PAINT TO MATCH EXISTING.
8. **BASE BID:** PREPARE EXISTING GUARDRAIL FOR INSTALLATION OF NEW FINISH - PAINT.
9. **ALTERNATE #3:** PATCH AND REPAIR BROKEN STONE AT GUARDRAIL POST.
10. **ALTERNATE #4:** REMOVE EXISTING SPALLING CONCRETE AND REPLACE WITH 4" CONCRETE PAVING. PREPARE SUBGRADE. SLOPE AWAY FROM BUILDING.
11. EXISTING "SANTA FE" SIGNAGE TO REMAIN. PROTECT DURING CONSTRUCTION.
12. SALVAGE EXISTING "SHAWNEE" SIGNAGE AND RETAIN FOR REINSTALLATION AFTER REPOINT WORK IS COMPLETE. DO NOT INSTALL MECHANICAL ATTACHMENT THROUGH STONE FACE, INSTALL AT MORTAR JOINTS.
13. **BASE BID:** PAINT EXISTING VENTING GRILLS, LOUVERS, ETC. UNLESS NOTED OTHERWISE.

ELEVATION NOTES

- A. **ALTERNATE #3:** CLEAN ALL HISTORIC STONE MASONRY, TEST POSSIBLE CHEMICAL PRODUCTS TO CLEAN STONE WITH THE MOST SENSITIVE MEANS AND METHODS POSSIBLE. SAND-BLASTING IS NOT AN ACCEPTABLE SOLUTION TO REMOVING STAINS AND DIRT. CONTRACTOR IS TO PROVIDE A TEST AREA TO BE APPROVED BY THE ARCHITECT, REFER TO NPS TECHNICAL BRIEFS FOR ADDITIONAL MASONRY CLEANING, PREP FOR REINSTALL WITH IN-KIND MASONRY AND MORTAR, REFER TO SPECIFICATIONS AND NPS PRESERVATIONS BRIEF 2.
- B. **BASE BID:** REMOVE LOOSE AND FLAKING PAINT AT ALL DOWNSPOUTS AND SCUPPERS. PREPARE FOR INSTALLATION OF NEW FINISH TO BE SELECTED FROM MANUFACTURER'S FULL RANGE.
- C. **ALTERNATE #3:** WHERE CRACKING HAS OCCURRED ON EXTERIOR MASONRY, SAW CUT CRACKS TO 1/4", FILL AND SEAL.
- D. **BASE BID & ALTERNATE #3:** TEMPORARILY RELOCATE EXTERIOR LIGHTING, CONDUIT, PIPING, WIRING, ELECTRICAL BOXES, ETC. AS REQUIRED TO COMPLETE RE-POINTING, HISTORIC MASONRY STONE REPAIR AND TREATMENT OF HISTORIC WOOD WINDOWS, REINSTALL IN THEIR ORIGINAL LOCATION WHEN COMPLETE.
- E. **ALTERNATE #3:** EXISTING HOSE BIBS AND WATER HYDRANTS TO REMAIN, REMOVE EXISTING SEALANT AND INSTALL NEW SEALANT AT ALL LOCATIONS AROUND PERIMETER OF BUILDING.
- F. **BASE BID:** EXISTING DECORATIVE LIGHT FIXTURES TO REMAIN, CLEAN WITH THE GENTLEST MEANS NECESSARY.
- G. **BASE BID:** EXISTING ELECTRICAL DEVICES, SECURITY CAMERAS, AND CONDUIT TO REMAIN ON THE EXTERIOR FACADE.
- H. **BASE BID:** REMOVE EXISTING CHRISTMAS LIGHTS AND/OR ATTACHMENTS AS NEEDED TO REPOINT. REINSTALL AFTER WORK IS COMPLETE.



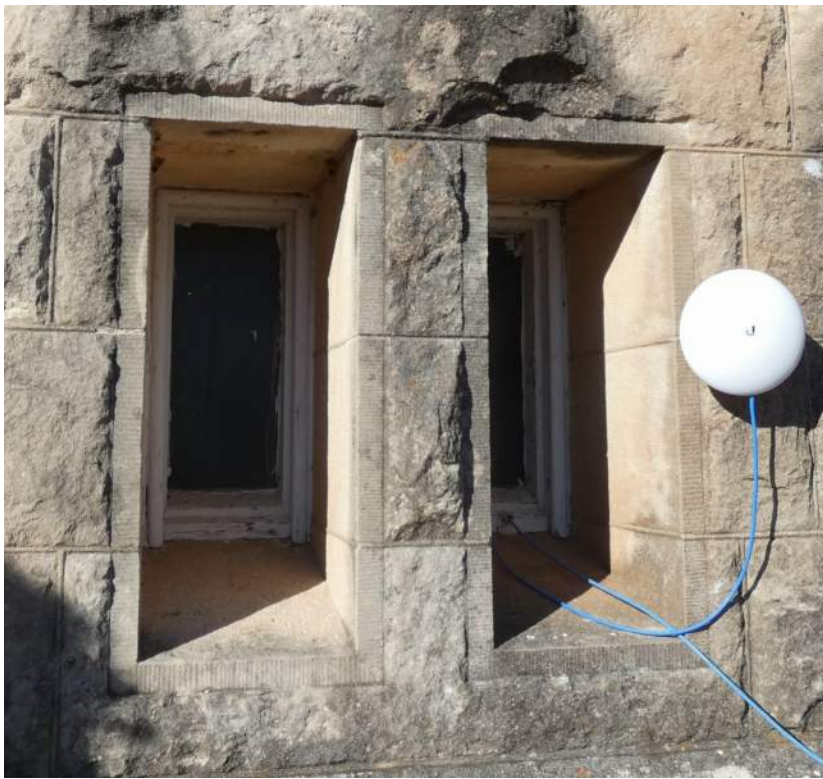
FIXED INFILL FOR WEST SLIDING DOOR

N WINDOW "N" ELEVATION
NOT TO SCALE



WOOD FIXED (TOWER) ALL 4 SIDES

L WINDOW "L" & "M" ELEVATION
NOT TO SCALE



WOOD FIXED (SOUTH ELEVATION)

K WINDOW "K" ELEVATION
NOT TO SCALE



WOOD FIXED (EAST ELEVATION)



WOOD CASEMENT

J WINDOW "J" ELEVATION
NOT TO SCALE



WOOD CASEMENT AT ROTUNDA

H WINDOW "H" ELEVATION
NOT TO SCALE



SOUTH WINDOW (UPPER ROTUNDA) HOPPER WINDOW



CASEMENT NORTH WINDOW

G WINDOW "G" ELEVATION
NOT TO SCALE



BOARDED UP WINDOW (WEST SIDE)



BOARDED UP WINDOW (EAST SIDE)



WOOD HOPPER AND CASEMENT

D WINDOW "D" ELEVATION
NOT TO SCALE



CASEMENT WOOD HOPPER AND CASEMENT CASEMENT

C WINDOW "C" & "D" ELEVATION
NOT TO SCALE



FIXED WOOD WINDOW (EAST ELEVATION)



FIXED WOOD WINDOW (EAST ELEVATION)

F WINDOW "F" ELEVATION
NOT TO SCALE



WEST DOOR AND WOOD TRANSOM

B TRANSOM WINDOW "B" ELEVATION
NOT TO SCALE



EAST DOOR AND WOOD TRANSOM



WOOD HOPPER OVER CASEMENT

A WINDOW "A" ELEVATION
NOT TO SCALE

ALTERNATE #2: EXISTING WOOD INFILL TO REMAIN. REMOVE ANY UNSOUND WOOD. REPAIR AND REPLACE WITH WOOD IN KIND. REMOVE AND REPLACE SEALANT AT PERIMETER OF INFILL. PREPARE FOR INSTALLATION OF NEW FINISH - PAINT

ORIGINAL TICKET BOOTH WINDOW

ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING SCREEN DOORS). REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES

ALTERNATE #2: REMOVE AND REPLACE GLAZING PUTTY (TYPICAL)
ALTERNATE #2: REMOVE LOOSE AND FLAKING PAINT AND PREPARE FOR INSTALLATION OF NEW FINISH TO MATCH EXISTING (TYPICAL)
ALTERNATE #2: PATCH AND REPAIR WOOD WINDOW FRAME (TYPICAL)

ALTERNATE #2: PATCH AND REPAIR WOOD SILL (TYPICAL)

ALTERNATE #2: SALVAGE EXISTING STORM WINDOW AND REPAIR EXISTING WOOD WINDOW FRAME

ALTERNATE #2: EXISTING WOOD INFILL TO REMAIN BEHIND EXISTING WOOD FRAME.

ALTERNATE #2: EXISTING WOOD INFILL TO REMAIN. REMOVE ANY UNSOUND WOOD. REPAIR AND REPLACE WITH WOOD IN KIND. REMOVE AND REPLACE SEALANT AT PERIMETER OF INFILL. PREPARE FOR INSTALLATION OF NEW FINISH - PAINT

ALTERNATE #2: WOOD STORM WINDOW TO BE SALVAGED AND REPAIRED (TYPICAL)

ALTERNATE #2: PATCH AND REPAIR WOOD SILL (TYPICAL)

ALTERNATE #2: REMOVE AND REPLACE GLAZING PUTTY (TYPICAL)

ALTERNATE #2: REMOVE LOOSE AND FLAKING PAINT AND PREPARE FOR INSTALLATION OF NEW FINISH TO MATCH EXISTING (TYPICAL)

ALTERNATE #2: PATCH AND REPAIR WOOD WINDOW FRAME (TYPICAL)

ALTERNATE #2: PATCH AND REPAIR WOOD SILL (TYPICAL)

ALTERNATE #2: WOOD STORM WINDOW TO BE SALVAGED AND REPAIRED (TYPICAL)

ALTERNATE #2: PATCH AND REPAIR WOOD SILL (TYPICAL)

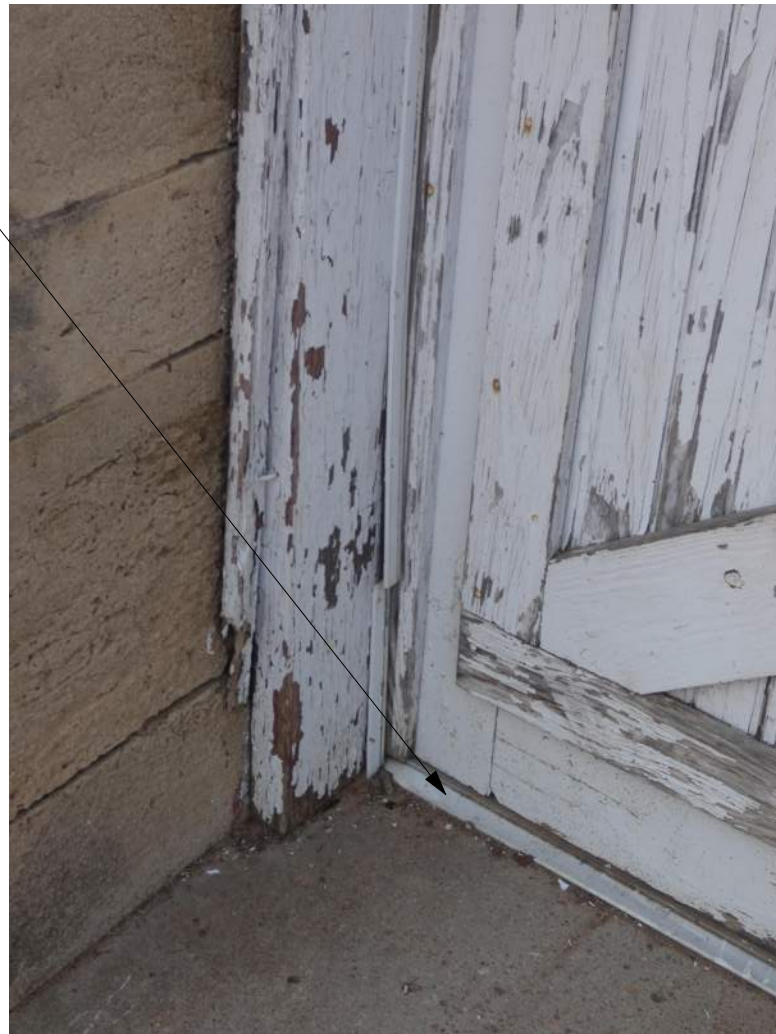
ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING SCREEN DOORS). REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES

NOTE: CONTRACTOR RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS AND QUANTITIES.



ALTERNATE #2: PATCH, REPAIR, AND REPLACE ANY MISSING WOOD TRIM TO MATCH EXISTING IN PROFILE AND WOOD SPECIES. PREPARE FOR NEW FINISH - PAINT.

ALTERNATE #2: RESET EXISTING THRESHOLD IN NEW FULL SEALANT BED



NOTE: CONTRACTOR RESPONSIBLE TO FIELD VERIFY ALL DIMENSTIONS AND QUNATITIES.

ALT #2: PATCH, REPAIR, AND REPLACE ANY MISSING WOOD TRIM TO MATCH EXISTING IN PROFILE AND WOOD SPECIES. PREPARE FOR NEW FINISH - PAINT.



N DOOR 107 JAMB
NOT TO SCALE

M DOOR 106 THRESHOLD
NOT TO SCALE

L DOOR 104 JAMB
NOT TO SCALE

K DOOR 103 THRESHOLD & JAMB
NOT TO SCALE



ALTERNATE #2: PATCH, REPAIR, AND REPLACE ANY MISSING WOOD TRIM TO MATCH EXISTING IN PROFILE AND WOOD SPECIES. PREPARE FOR NEW FINISH - PAINT.

ALTERNATE #2: REPAIR OR REPLACE ANY AND ALL DAMAGED SCREEN/MESH TO MATCH EXISTING



ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING SCREEN DOORS). REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES

ALTERNATE #2: EXISTING DOOR HARDWARE TO REMAIN DO NOT PAINT EXISTING HARDWARE (TYPICAL)

ALTERNATE #2: RESET EXISTING THRESHOLD IN NEW FULL SEALANT BED



J DOOR 102 SCREEN & JAMB
NOT TO SCALE

H DOOR 101 THRESHOLD
NOT TO SCALE

G DOOR 101
NOT TO SCALE

F DOOR 106
NOT TO SCALE



ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING WOOD INFILL) REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES



ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING WOOD INFILL) REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES



ALTERNATE #2: RESET EXISTING THRESHOLD IN NEW FULL SEALANT BED



ALTERNATE #2: REPAIR ALL EXISTING EXTERIOR WOOD DOORS (INCLUDING SCREEN DOORS). REMOVE FLAKING AND LOOSE PAINT, PREPARE FOR REFINISH TO MATCH EXISTING. PATCH AND REPAIR WOOD. REMOVE AND REPLACE EXTERIOR SEALANT AT DOOR FRAMES

ALTERNATE #2: EXISTING DOOR HARDWARE TO REMAIN DO NOT PAINT EXISTING HARDWARE (TYPICAL)

ALTERNATE #2: REPAIR OR REPLACE ANY AND ALL DAMAGED SCREEN/MESH TO MATCH EXISTING



WOOD DOOR & WOOD SIDELITES

WOOD SLAT DOOR: NOT OPERABLE

WOOD SLAT DOOR: NOT OPERABLE

WOOD DOOR AND SCREEN DOOR

WOOD DOOR AND SCREEN DOOR

E DOOR 105
NOT TO SCALE

D DOOR 104
NOT TO SCALE

C DOOR 103
NOT TO SCALE

B DOOR 102
NOT TO SCALE

A DOOR 101
NOT TO SCALE

SITE KEY NOTES

1. BASE BID: PREPARE EXISTING GUARDRAIL FOR INSTALLATION OF NEW FINISH - PAINT. FIELD VERIFY QUANTITY OF PAINT.
2. ALTERNATE #3: PATCH AND REPAIR BROKEN STONE AT GUARDRAIL POST.
3. ALTERNATE #4: REMOVE EXISTING SPALLING CONCRETE AND REPLACE WITH 4" CONCRETE PAVING. PREPARE SUBGRADE.
4. ALTERNATE #4: SALVAGE EXISTING BRICK MASONRY PAVERS WITHIN AREA OF WORK. PREPARE SUBGRADE FOR INSTALLATION OF NEW ARCHITECTURAL STAMPED CONCRETE PAVING. REFER TO N/A51.1 FOR BASIS OF DESIGN FOR PATTERN. FIELD VERIFY ALL DIMENSIONS AND QUANTITIES.
5. EXISTING STONE PILES TO REMAIN. NO WORK.
6. EXISTING BRICK MASONRY SOLDIER COURSE AT ROTUNDA TRANSITION TO CONCRETE TO REMAIN.
7. EXISTING BRICK MASONRY SOLDIER COURSE AT CAST IRON GRATE TO REMAIN. DO NOT PAINT EXISTING CAST IRON GRATE.
8. EXISTING MONUMENT BUST AND STONE PEDESTAL TO REMAIN. NO WORK.
9. EXISTING ACCESS WELL AND COVER TO REMAIN. NO WORK.
10. ALTERNATE #4: EXISTING RAILROAD TRACKS ADJACENT TO DOOR 104 TO REMAIN. EXISTING BRICK PAVERS WITHIN THE TRACKS AND 24 INCHES ON EITHER SIDE OF THE TRACK ARE TO BE SALVAGED FOR REINSTALLATION IN THE SAME LOCATION ON PREPARED SUBGRADE.

SITE PLAN GENERAL NOTES

- A. EXISTING TREES, SHRUBS, SOD AND FLOWERS TO REMAIN. PROTECT DURING CONSTRUCTION.
- B. ALL EXISTING ITEMS TO REMAIN SHALL BE PROTECTED FROM DAMAGE OR REMOVED AND REPLACED TO MATCH THE EXISTING CONDITIONS.
- C. NOT ALL LOCATIONS OF DOWNSPOUTS ARE SHOWN ON THIS PLAN AS SOME DOWNSPOUTS ARE ABOVE ROOF LINES. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING ALL LOCATIONS.
- D. DO NOT DAMAGE DOWNSPOUT CONNECTIONS TO SUBSURFACE DRAINAGE DURING THE COURSE OF WORK.
- E. NO WORK TO TAKE PLACE WITHIN RAILROAD RIGHT OF WAY.
- F. COORDINATE WITH OWNER FOR QUANTITY OF SALVAGED BRICK PAVERS AND LOCATION OF SALVAGED MATERIAL AND WINDOW.
- G. EXISTING CONCRETE AND STONE ACCESS WELLS TO REMAIN.
- H. EXISTING HISTORIC STONE PILES ARE TO REMAIN.
- I. EXISTING HISTORIC RAILROAD ACCESSORIES AND RAILROAD TRACKS ARE TO REMAIN. VERIFY WITH OWNER BEFORE REMOVING ANY EQUIPMENT THAT MAY BE ASSOCIATED WITH THE RAILROAD.
- J. REFER TO SHEET G10 FOR ADDITIONAL INFORMATION.

SITE PLAN LEGEND

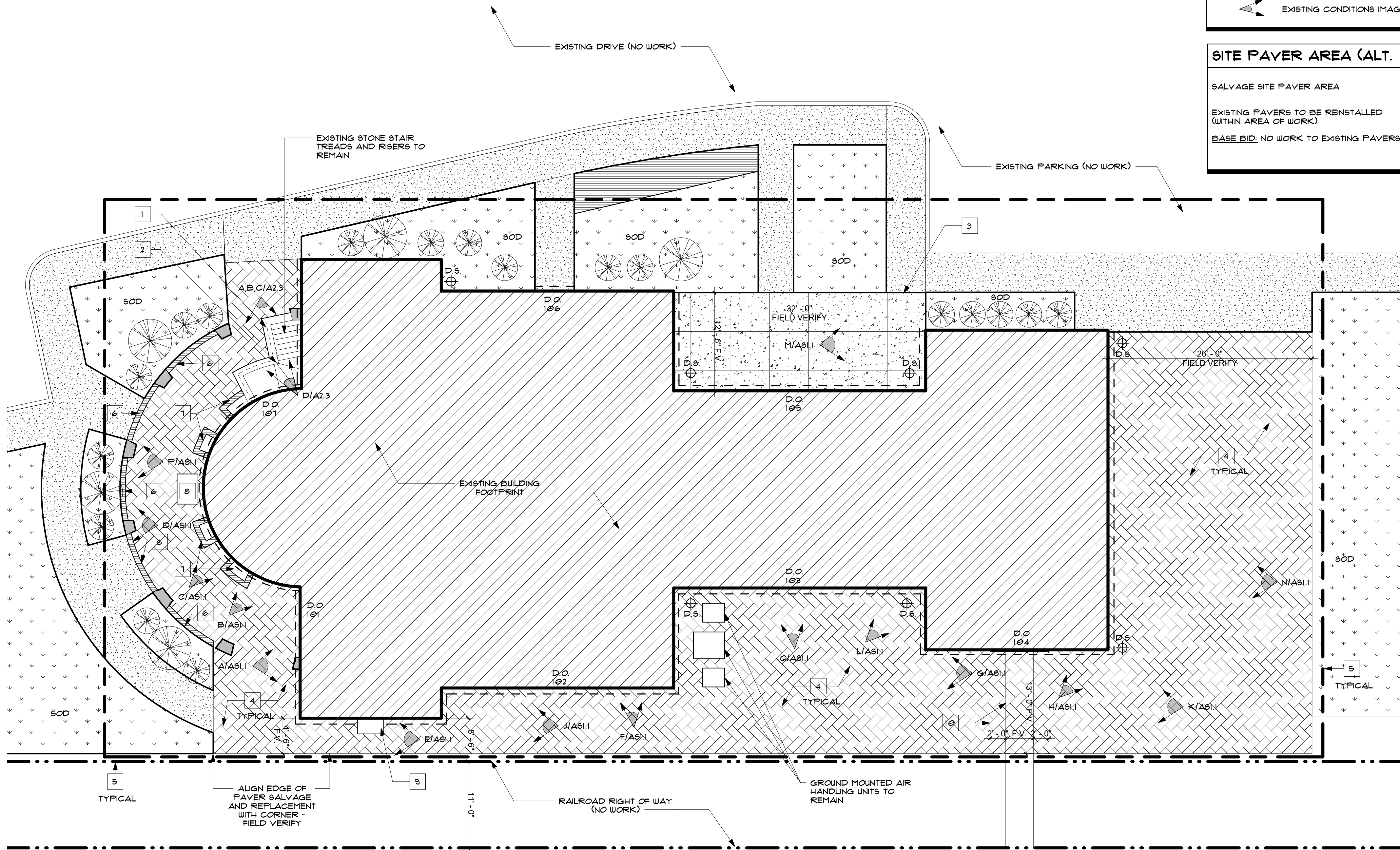
- TREE/SHRUBS, TO REMAIN
- BRICK PAVERS, TO REMAIN
- ALTERNATE #4: BRICK PAVERS, TO BE SALVAGED AND RETURNED TO OWNER
- SOD/LANDSCAPING, TO REMAIN
- CONCRETE, TO REMAIN
- ALTERNATE #4: CONCRETE, NEW
- AREA OF WORK
- RAILROAD RIGHT OF WAY (NO WORK)
- ALTERNATE #3: SEALANT TO BE REPLACED
- D.O. DOOR OPENING
- D.S. DOWNSPOUT
- EXISTING CONDITIONS IMAGE REFERENCE

SITE PAVER AREA (ALT. #4)

SALVAGE SITE PAVER AREA = 3,350 SQ. FT. (APPROXIMATE)

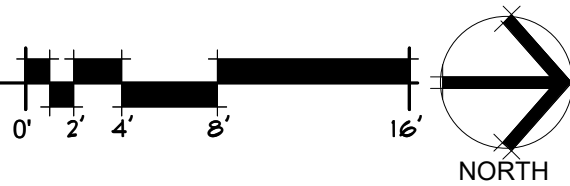
EXISTING PAVERS TO BE REINSTALLED (WITHIN AREA OF WORK) = 100 SQ. FT. (F.V.)

BASE BID: NO WORK TO EXISTING PAVERS



ARCHITECTURAL SITE PLAN

1/8" = 1'-0"



GH2 ARCHITECTS



SHAWNEE DEPOT ROOF

614 E Main Street
Shawnee, OK 74801
AS1.0
SITE PLAN / ALTERNATE #4

GH2 | PRESERVATION ARCHITECTS
GH2.COM

GH2 PROJECT NUMBER:
20200149

ISSUE DATE:
10/09/2023

ISSUE:
CONSTRUCTION DOCUMENTS

OTHER ISSUE DATES:
NO. DESCRIPTION DATE

SHEET NAME:
SITE PLAN / ALTERNATE #4

SHEET NUMBER:
AS1.0



Q EXISTING CONDITIONS
PHOTO
NOT TO SCALE



P EXISTING CONDITIONS
PHOTO
NOT TO SCALE



N EXISTING CONDITIONS
PHOTO
NOT TO SCALE

- SITE KEY NOTES**
1. **BASE BID:** PREPARE EXISTING GUARDRAIL FOR INSTALLATION OF NEW FINISH - PAINT. FIELD VERIFY QUANTITY OF PAINT.
 2. **ALTERNATE #3:** PATCH AND REPAIR BROKEN STONE AT GUARDRAIL POST.
 3. **ALTERNATE #4:** REMOVE EXISTING SPALLING CONCRETE AND REPLACE WITH 4" CONCRETE PAVING. PREPARE SUBGRADE.
 4. **ALTERNATE #4:** SALVAGE EXISTING BRICK MASONRY PAVERS WITHIN AREA OF WORK. PREPARE SUBGRADE FOR INSTALLATION OF NEW ARCHITECTURAL STAMPED CONCRETE PAVING. REFER TO N1A51.1 FOR BASIS OF DESIGN FOR PATTERN. FIELD VERIFY ALL DIMENSIONS AND QUANTITIES.
 5. EXISTING STONE PILES TO REMAIN. NO WORK.
 6. EXISTING BRICK MASONRY SOLDIER COURSE AT ROTUNDA TRANSITION TO CONCRETE TO REMAIN.
 7. EXISTING BRICK MASONRY SOLDIER COURSE AT CAST IRON GRATE TO REMAIN. DO NOT PAINT EXISTING CAST IRON GRATE.
 8. EXISTING MONUMENT BUST AND STONE PEDESTAL TO REMAIN. NO WORK.
 9. EXISTING ACCESS WELL AND COVER TO REMAIN. NO WORK.
 10. **ALTERNATE #4:** EXISTING RAILROAD TRACKS ADJACENT TO DOOR 104 TO REMAIN. EXISTING BRICK PAVERS WITHIN THE TRACKS AND 24 INCHES ON EITHER SIDE OF THE TRACK ARE TO BE SALVAGED FOR REINSTALLATION IN THE SAME LOCATION ON PREPARED SUBGRADE.



M EXISTING CONDITIONS
PHOTO
NOT TO SCALE



L EXISTING CONDITIONS
PHOTO
NOT TO SCALE



K EXISTING CONDITIONS
PHOTO
NOT TO SCALE



J EXISTING CONDITIONS
PHOTO
NOT TO SCALE



H EXISTING CONDITIONS
PHOTO
NOT TO SCALE



G EXISTING CONDITIONS
PHOTO
NOT TO SCALE



F EXISTING CONDITIONS
PHOTO
NOT TO SCALE



E EXISTING CONDITIONS
PHOTO
NOT TO SCALE



D EXISTING CONDITIONS
PHOTO
NOT TO SCALE



C EXISTING CONDITIONS
PHOTO
NOT TO SCALE



B EXISTING CONDITIONS
PHOTO
NOT TO SCALE



A EXISTING CONDITIONS
PHOTO
NOT TO SCALE

ALTERNATES LIST

SCOPE OF WORK (BASE BID): PARTIAL ROOF REPLACEMENT.

- A. PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLAID COPPER SIDE WALL FLASHING. FULL REMOVAL AND REPLACEMENT OF THE EXISTING CLAY TILE OVER MAIN LOBBY, TICKET BOOTH/ROTUNDA AND BATHROOM AREA.
- B. PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE AT THE PERIMETER OF THE GUTTERS, VALLEYS AND GABLE ENDS OF THE BAGGAGE ROOM AND EXPRESS ROOM.
- C. REMOVE EXISTING FLAT SEAM METAL, LOW SLOPE ROOFING AT BREEZEWAY AND REPLACE WITH PVC MEMBRANE ROOFING SYSTEM WITH PMMA CUSTOM COLOR TOP COAT AT PARAPET CAP.
- D. REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%, INCLUDING THE WOOD BEAD BOARD AT THE COVERED BREEZEWAY AND WOOD BEAD BOARD IN THE MAIN VAULTED ENTRY ROOM. REFINISH NEW BEAD BOARD - PAINT TO MATCH EXISTING.
- E. REMOVE FLAKING PAINT FROM EXTERIOR WOOD DECKING AND PREPARE FOR NEW FINISH - PAINT.
- F. PREPARE EXISTING GUARDRAIL TO BASEMENT ENTRY FOR NEW FINISH - PAINT.

1
ADD

- G. INSTALL NEW ROOFING WEATHER BARRIER. BASIS OF DESIGN: FT SYNTHETICS PLATINUM HTB. INSTALL 30# FELT OTHERWISE.
- H. STONE PARAPETS: 100% HISTORIC MASONRY REPOINT AS SHOWN.
- I. REPAIR AND RESOLDER EXISTING COPPER DOWNSPOUTS, VALLEYS, GUTTERS AND OVERFLOW SCUPPERS. PREPARE EXTERIOR OF SCUPPERS AND DOWNSPOUTS FOR NEW FINISH - PAINT TO MATCH EXISTING. DO NOT PAINT EXISTING PATINA'ED COPPER.
- J. SCOPE EXISTING SUBSURFACE DRAIN LINES AND PREPARE REPORT FOR OWNER'S REVIEW. INCLUDE RECOMMENDATIONS IF SUBSURFACE DRAINAGE IS FOUND TO BE BROKEN OR BLOCKED.

- K. REMOVE AND REPLACE EXISTING METAL SIDEWALL FLASHING AT ALL PARAPETS, MATCH EXISTING PROFILE.

1
ADD

ALTERNATE #1: IN ADDITION TO THE SCOPE OF WORK STATED ABOVE: FULL ROOF REPLACEMENT (INCLUDING THE TOWER PORTION) - ASSUME 30% NEW TILE TO MATCH HISTORIC. ALTERNATE #1A: 100% NEW TILE TO MATCH HISTORIC PROFILES

- A. FULL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLAID COPPER VALLEY FLASHING AND SIDE WALL FLASHING. ASSUME 10% OF EXISTING TILE CAN BE REINSTALLED.
- B. REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%.
- C. INSTALL NEW ROOFING WEATHER BARRIER. BASIS OF DESIGN: FT SYNTHETICS PLATINUM HTB. INSTALL 30# FELT OTHERWISE.
- D. REMOVE AND REPLACE COPPER DORMER FLASHING, VALLEYS, AND INTEGRAL GUTTERING, REPLACE IN KIND.

1
ADD

ALTERNATE #2: EXISTING WOOD WINDOW AND WOOD DOOR REPAIR. REPAIR ON SITE AS MUCH AS POSSIBLE, FULL REMOVAL AND REPAIR IN SHOP IS NOT ANTICIPATED.

- A. REMOVE EXISTING UNSOUND WOOD BACK TO SOUND MATERIAL, RESTORE IN KIND, AND REPAINT EXISTING WOOD WINDOW FRAMES.
- B. REPLACE EXISTING PERIMETER SEALANT WITH NEW AT ALL WINDOWS (STORM AND ORIGINAL).
- C. RESTORE AND REPAINT EXISTING EXTERIOR WOOD DOOR FRAMES (INCLUDING SCREEN DOORS). REPAIR EXISTING SCREENS.
- D. INSTALL SEALANT AT PERIMETER OF DOOR FRAMES, AND AT THRESHOLDS.
- E. ASSUME LEAD BASE PAINT REMEDIATION FOR LOOSE OR PEELING PAINT.
- F. EXISTING DOOR AND WINDOW HARDWARE IS TO REMAIN. IF THE WINDOW/DOOR IS CURRENTLY NON-OPERABLE, IT IS NOT REQUIRED TO REPAIR TO FUNCTIONING ORDER WITHIN THIS SCOPE OF WORK.
- G. CLEAN EXTERIOR AND INTERIOR OF ALL WINDOW AND DOOR GLAZING.

1
ADD

- H. REPLACE ANY BROKEN OR MISSING GLAZING IN KIND; GLAZING THICKNESS TO MATCH EXISTING. REPLACE WITH CLEAR, LAMINATED FLOAT GLASS. EXISTING WOOD FRAMING TO BE REPAIRED IN PLACE OR REPLACED TO MATCH EXISTING. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING GLAZING.

ALTERNATE #3: BUILDING EXTERIOR

1
ADD

- A. REPOINT 100% STONE MASONRY. MORTAR JOINT STYLE TO MATCH EXISTING ADJACENT IN FIELD.
- B. REPAIR HISTORIC STONE MASONRY. ASSUME 150 SQUARE FEET.
- C. REPLACE SEALANT AT PERIMETER OF BUILDING.
- D. CLEAN 100% EXISTING HISTORIC STONE.

ALTERNATE #4: SITE & PAVING REPAIR.

- A. SALVAGE EXISTING BRICK MASONRY PAVING SYSTEM TO THE EXTENTS SHOWN, AND REPLACE WITH STAMPED CONCRETE TO REPLICATE BRICK MASONRY PATTERN AND COLOR. BASIS OF DESIGN IS BOMANITE, HERRINGBONE USED BRICK, IMPRINT SYSTEM.
- B. COORDINATE SALVAGE QUANTITY AND LOCATION OF SALVAGED BRICK PAVERS WITH OWNER.
- C. PREPARE SUBGRADE/REGRADE TO SLOPE AWAY FROM BUILDING PERIMETER AT LEAST 1%.
- D. REMOVE EXISTING SPALLING CONCRETE AT LOCATION SHOWN ON DRAWINGS. INSTALL NEW 4" CONCRETE STOOP AT WEST ALCOVE. PROVIDE EXPANSION JOINTS EVERY 5 FEET AND SLOPE AS REQUIRED FOR DRAINAGE AWAY FROM BUILDING. INSTALL NEW SELF-LEVELING EXPANSION JOINT MATERIAL AT PERIMETER OF BUILDING AND NEW CONCRETE.



SHAWNEE DEPOT ROOF

614 E Main Street
Shawnee, OK 74801

G1.1
PROJECT INFORMATION

GH2 | PRESERVATION
ARCHITECTS
GH2.COM

GH2 PROJECT NUMBER:
20200149

ISSUE DATE:
10/09/2023

ISSUE:
CONSTRUCTION
DOCUMENTS

OTHER ISSUE DATES:		
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	11/10/23

SHEET NAME:
PROJECT
INFORMATION

SHEET NUMBER:
G1.1

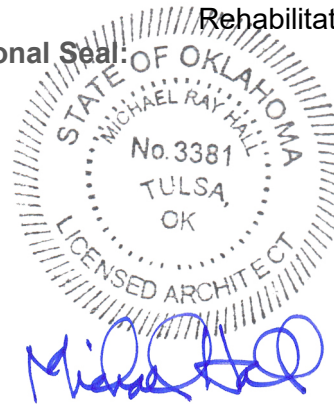
Addendum

To: Bidding Documents
Plan-Holders of Record
Project File

Date: November 10, 2023
Addendum Number: One
Architect's Project #: 20200149
Project Name: City of Shawnee
Santa Fe Depot Roof
& Exterior
Rehabilitation

From: GH2 ARCHITECTS, LLC
320 South Boston, Suite 100
Tulsa, Oklahoma 74103
Tel 918.587.6158
Fax 918.587.0357

Professional Seal:



11-10-23

NOTICE.....

This Addendum supplements and amends the original Bidding Documents, shall be taken into account in preparing proposals, and shall become a part of the Construction Documents. The bidder shall indicate receipt of this addendum and all previously issued addenda on the Bid/Proposal Form.

PRIOR ADDENDA

NONE

1. **Revision:** The bid date has been revised to **November 30th** at **3:00PM.** The location to turn in the bids is the same: Shawnee City Hall, City Clerk's Office, 16 W. 9th Street.

Bids submitted by facsimile or email will not be accepted. Bids submitted more than seventy-two (72) hours prior to closing time will not be accepted. Bidders may submit via fed-ex or other delivery service; the bid does not need to be hand-delivered. Bidders are responsible for clearly marking that this is for the **Santa Fe Depot Roof & Exterior Stabilization** bid opening.

Changes / Clarifications To Specifications:

2. **Clarification:** Section 00 1113 – Advertisement for Bids: Bids are due at the Shawnee City Hall, City Clerk's Office, 16 W. 9th St, until **3:00PM** on the **30th** day of **November 2023** for the **Sante Fe Depot Roof & Exterior Stabilization** Project.

3. Section 00 4100 – Bid Form: Remove and replace
 - 3.1 **Clarification:** Federal funding may be available for this project; therefore, Contractor's base bid is to include requirements to satisfy Davis Bacon and prevailing wages.
 - 3.2 Added line item for Alternate #1A – Full Roof Replacement (100% new roofing tiles)
4. Section 01 2300 – Alternates (PEN CHANGE ONLY)
 - 4.1 Added Alternate #1A – Full Roof Replacement (100% new tile)
5. Section 04 0323 – Historic Stone and Brick Unit Masonry Repointing
 - 5.1 **Question:** Due to mortar analysis being done after the bid due date, what type mortar would you like us to bid?
Answer: Mortar varies per location on the building; therefore, bidder is responsible for testing after bidding and matching. Contractor is to match the mortar analysis as specified.
6. Section 07 3213 – Clay Roof Tiles (PEN CHANGE ONLY)
 - 6.1 Section 1.06. A. Provide Ludowici 75 year limited material warranty
 - 6.2 Section 1.06. B. Correct defective work within 5 years period after date of substantial completion; including any and all leaks.
 - 6.3 Section 2.03. B Underlayment to be FT Synthetics Inc. Roofing underlayment product "Platinum HTB" or equal.
7. Sections 08 0314 and 08 0352 – Historic Treatment of Wood Doors and Wood Windows
 - 7.1 **Question:** Historic Treatment of Wood Windows & Doors specify weatherstripping and hardware types; however, all work to windows and doors to be in situ. Are weatherstripping and hardware to be included as noted?
Answer: Yes, refer to specification 08 0314, 2.05 and 2.06 and 08 0352, 2.05 and 2.06.
8. Section 08 0352 – Historic Treatment of Wood Windows
 - 8.1 **Question:** Should replacement of broken or cracked glass be completed with 1/8" double strength anneal FLAT glass or 1/8" double strength annealed reproduction WAVY glass?
Answer: Thickness to match existing, clear, laminated float glass.
9. **Question:** Will on-site mobile storage need to be provided or will the depot be available to safely store material/tools while protecting the structure and not interfering with construction?
Answer: On-site storage is the responsibility of the Contractor. The depot is not to be used for storage of materials.
10. **Question:** If the project is delayed due to lead time, will the City allow additional time over the 365-day contract time before charging liquidated damages?
Answer: Yes, this will be coordinated during construction and reviewed by the Architect and City. Documentation will be required showing purchase date and delivery date from the manufacturer. Requests for additional time due to weather

conditions and lead time of deliverables shall be submitted during construction as they occur and not at the end of the project timeframe.

Changes / Clarifications To Drawings:

11. Sheet G1.1: Remove and Replace Sheet

11.1 ALTERNATES LIST

A. Base bid:

1. **Question:** The base bid, calls for the full removal and replacement of existing clay tiles over the main lobby, ticket booth/rotunda, and bathroom areas. Are these areas what is cross-hatched out on A1.1?
Answer: Yes, these are the areas with the cross-hatch on A1.1. Also, included in this square footage is the roofing adjacent to the parapets that are to be repointed.
2. **Clarification:** Line Item "I": "Repair and resolder existing copper downspouts, valley, gutters and overflow scuppers." – It is the intent to repair and replace as much as possible in place; however, remove and reinstall items as required for repair.
3. Added line item "K": REMOVE AND REPLACE EXISTING METAL SIDEWALL FLASHING AT ALL PARAPETS, MATCH EXISTING PROFILE.

B. Alternate #1:

1. Added Alternate #1A: Full Roof Replacement (100% new roofing tiles)
2. **Question:** In alternate #1, it calls out for a full roof replacement but shows it to be a pickup and relay with an assumed 70% tile can be re-installed. Is it 100% replacement or 30% replacement on select roof facets?
Answer: It is a 30% replacement over the entire roofing area. Including the tower portion.

C. Alternate #2:

1. **Question:** If alternate #2 is not accepted, do the windows and doors not get painted?
Answer: Correct. Base bid for the windows and doors is no work.
2. Added line item "H" to alternate #2.
Note that two (2) window units below the low roof at the rotunda currently have broken glazing units, approximate size of glazing units are 32 inches by 51 inches (Contractor to field verify).

D. Alternate #3:

1. **Clarification:** Mortar joint style to match existing adjacent in field.

E. Alternate #4

1. **Clarification:** Per the City of Shawnee the 11 feet right of way for the railroad starts at the edge of the gravel. Refer to Sheet AS1.1.

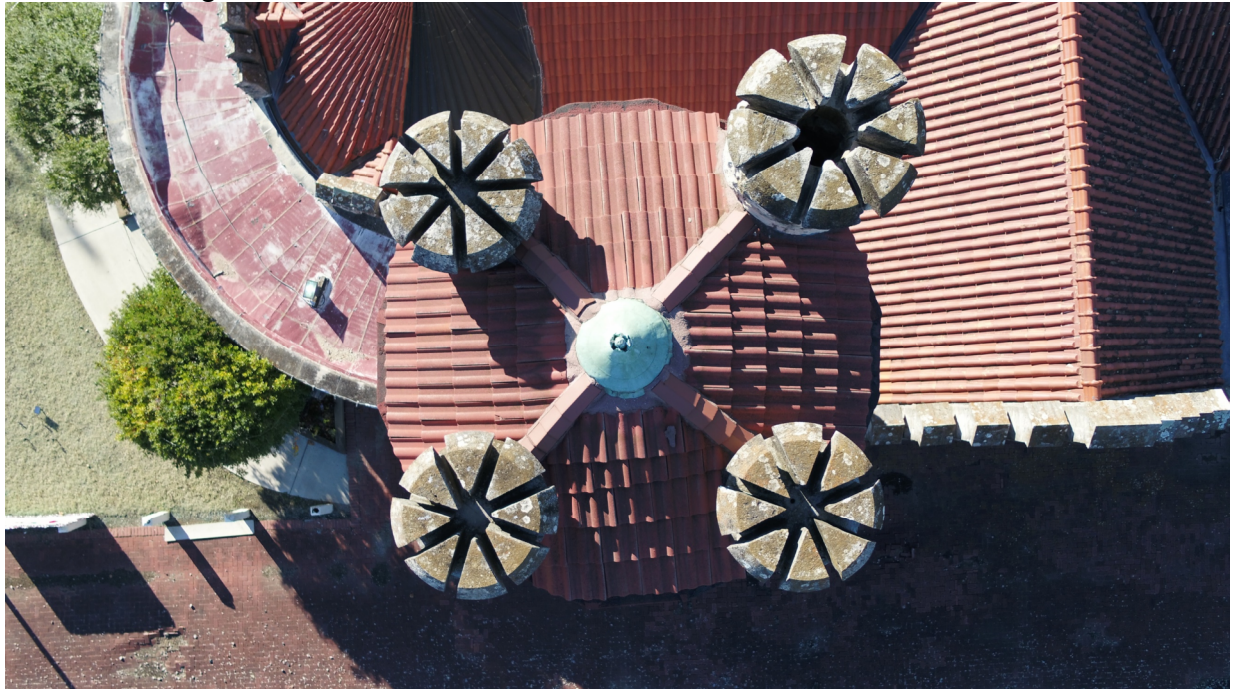
12. **Question:** Storm Windows: Most storm windows installed are simply a sheet of glass sealed around the perimeter, and they are the cause of the wood rot and paint failure due to conditioned air being trapped in the interstitial space and not having the required air leakage rate for an exterior secondary glazing unit. Reinstallation will decrease the overall lifespan of repairs completed. Would you like us to:

- A) Proceed as specified B) Proceed with removal and no reinstallation of glass only secondary glazing C) Installation of new wood or aluminum secondary glazing D) alternative not noted.

Answer: Proceed as specified on Sheets G1.1 & A3.1

13. **Question:** The specs call out double-roll concrete on the tower roof. Is this a Ludowici tile? We aren't sure what this is referencing. Are you able to provide pictures of this area?

Answer: The tile on the tower roof is a double-roll tile. Contractor to verify during construction (if alternate #1 or #1A is accepted) if concrete or clay and replace in kind. See image below.



LIST OF ATTACHMENTS

Pre-bid sign-in sheet (8-1/2x11) 4 pages

Bid Form (8-1/2x11) 4 pages

Architectural (24x36): G1.1

END OF ADDENDUM

Mandatory Pre-Bid Sign In Sheet

Project Name: City of Shawnee – Historic Santa Fe Roof & Exterior Rehabilitation

Project Number: 20200149

Date: 11/02/2023

Time: 10:00AM

Company Name: Frontier Waterproofing	Company Address: 322 East Oak, Denton, TX. 76201
Company Representative: Randy Crider	Email: randy@frontierwaterproofing.com
Telephone: 940-390-1967	Fax: 940-387-7165

Company Name: Frontier Waterproofing	Company Address: 332 East Oak Street, Denton, TX. 76201
Company Representative: Tucker Hicks	Email: tucker@frontierwaterproofing.com
Telephone: 940-390-5545	Fax: 940-387-7165

Company Name: Cooley Construction	Company Address: 1900 NE 36th Street, OKC, OK 73111
Company Representative: Chris	Email: bidsandmarketing@cooleyconstruction.com
Telephone: 405-206-6867	Fax: 405-521-0379

Company Name: Goodman Construction, LLC	Company Address: 401 NE 139th #17 Edmond, OK. 73013
Company Representative: Paul Goodman	Email: paul@webuildprettyroofs.com
Telephone: 405-474-2828 / 405-720-7663	Fax:

Company Name: Renaissance Historic Exteriors	Company Address: 2231 Hawkey Dr. Belvidere, IL 61008
Company Representative: Jacob Verhagen	Email: jverhagen@historicexteriors.com
Telephone: 779-888-0686	Fax:

Mandatory Pre-Bid Sign In Sheet
Page 2 of 4

Company Name: Alva Roofing	Company Address: 1401 E. Grand Blvd. Oklahoma City, OK. 73129
Company Representative: Britt Barrientez	Email: britt@alvaroofting.com
Telephone: 316-285-4803	Fax:

Company Name: CMR Construction and Roofing	Company Address: 4308 Garland Dr. Haltom City, TX.
Company Representative: Laura Good	Email: lgood@cmrconstruction.com
Telephone: 239-359-4078	Fax:

Company Name: MCR (Mid-Continental Restoration)	Company Address: 401 E. Hudson St. Fort Scott, KS. 66701
Company Representative: Mark Aylward	Email: mark_aylward@midcontinental.com
Telephone: 620-704-2703	Fax:

Company Name: Heritage Hills Construction & Roofing	Company Address: 14 W. Edwards St. Edmond, OK. 73003
Company Representative: Andy Lacks	Email: andy@heritagehillsroofing.com
Telephone: 405-693-4628	Fax:

Company Name:	Company Address:
Company Representative:	Email:
Telephone:	Fax:

Mandatory Pre-Bid Sign In Sheet
Page 3 of 4

Company Name: Bruce Johnson Construction	Company Address: 3021 N. Venice Blvd. Oklahoma City, OK.
Company Representative: Bruce Johnson	Email: bruce@brucejohnson.construction
Telephone: 405-922-5000	Fax:

Company Name: Sagemill Construction	Company Address: 106862 S. Hwy. 18 Meeker, OK. 74855
Company Representative: Rance Miller	Email: rance@sagemill.net
Telephone: 918-810-4071	Fax:

Company Name: Bruce Johnson Construction	Company Address: 3021 N. Venice Blvd. Oklahoma City, OK.
Company Representative: Zach Stuglis	Email: zach@brucejohnson.construction
Telephone: 405-902-8998	Fax:

Company Name: Bruce Johnson Construction	Company Address: 3021 N. Venice Blvd. Oklahoma City, OK.
Company Representative: Ryan Hunt	Email: ryan@brucejohnson.construction
Telephone: 405-201-7721	Fax:

Company Name: Anderson & House, Inc.	Company Address: 1627 W. Main St. Oklahoma City, OK.
Company Representative: Randy Clark	Email: estimating@ahinc.net
Telephone: 405-232-1188	Fax:

Mandatory Pre-Bid Sign In Sheet
Page 4 of 4

Company Name: Anytime Roofing	Company Address: Tulsa, OK.
Company Representative: Brian Sheldon	Email: bsheldon33@hotmail.com
Telephone: 785-423-4876	Fax:

Company Name: MTS Contracting	Company Address: Springfield, MO.
Company Representative: Jason Cunningham	Email: jasonc@mtscontracting.com
Telephone: 417-355-3110	Fax:

Company Name: Downey Contracting	Company Address: 3217 NE 63rd Oklahoma City, OK. 73120
Company Representative: David Shaw	Email: dshaw@downeycontracting.com
Telephone: 405-478-5277	Fax:

Company Name: Old Home Rescue	Company Address: 401 S. Blackwelder Ave. Oklahoma City, OK. 73108
Company Representative: Conner Mayhall	Email: conner@woodwindowrescue.com
Telephone: 405-549-9880	Fax:

Company Name: Affinity Corporation LLC	Company Address: 419 East Walnut Tecumseh, OK. 74873
Company Representative: Joshua Goodson	Email: jg@buildwithaffinity.com
Telephone: 405-821-0917	Fax:

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

1.02 FOR:

- A. Project: City of Shawnee Santa Fe Depot Roof & Exterior Stabilization
B. Architect's Project Number: 20200149
Project Location Address 1
Shawnee, OklahomaProject Location ZIP

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
1. Address _____
2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by GH2 Architects, LLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. Alternate #1 Bid: Full Roof Replacement (Assume 30% new tile)
_____ dollars
(\$ _____), in lawful money of the United States of America.
- D. Alternate #1A Bid: Full Roof Replacement (100% new tile)
_____ dollars
(\$ _____), in lawful money of the United States of America.
- E. Alternate #2 Bid: Wood Window and Wood Door Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- F. Alternate #3 Bid: Additional Building Exterior Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- G. Alternate #4 Bid: Site and Paving Repair.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- H. We have included the required security deposit as required by the Instruction to Bidders.
- I. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.

- J. All applicable federal taxes are excluded and State of Oklahoma taxes are excluded from the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by _____ (Bidder to enter completion date or time frame.)

1.08 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.
 3. Addendum # _____ Dated _____.
 4. Addendum # _____ Dated _____.
 5. Addendum # _____ Dated _____.

1.09 BID FORM ATTACHMENTS

- A. The following Attachments are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Bid Bond
 2. Non-Collusion Affidavit (Bid)
 3. Non-Discrimination Certificate
 4. Anti-Kickback Affidavit
 5. Business Relationships Affidavit

1.10 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer, Title)

(Seal)

(Authorized signing officer, Title)

END OF SECTION

This page intentionally left blank

SITE CONCRETE & SEALANT

FORM MATERIALS: CONTRACTOR'S CHOICE OF STANDARD PRODUCTS WITH SUFFICIENT STRENGTH TO WITHSTAND HYDROSTATIC HEAD WITHOUT DISTORTION IN EXCESS OF PERMITTED TOLERANCES.

REINFORCING STEEL: ASTM A 615/A 615M GRADE 60.
1. TYPE: DEFORMED BILLET-STEEL BARS.
2. FINISH: UNFINISHED.
3. SIZE: #3
4. SPACING: 10" ON CENTER, EACH WAY, MIDDLE OF SLAB.

CEMENT: ASTM C 150, TYPE I - NORMAL PORTLAND TYPE.
1. ACQUIRE ALL CEMENT FOR ENTIRE PROJECT FROM SAME SOURCE.

COARSE AGGREGATES: ASTM C 33, WASHED AND SCREENED, CONSISTING OF HARD, DURABLE PARTICLES WITHOUT ADHERENT COATING.
1. ACQUIRE ALL AGGREGATES FOR ENTIRE PROJECT FROM SAME SOURCE.

FINE AGGREGATE: ASTM C 330, NATURAL BANK OR RIVER SAND, WASHED AND SCREENED, CONSISTING OF HARD DURABLE, UNCOATED PARTIALS FREE OF DELETERIOUS MATTER, GRADED FROM COURSE TO FINE TO PRODUCE A MINIMUM PERCENTAGE OF VOIDS.

FLY ASH: ASTM C 618, CLASS C OR F, WITH CARBON CONTENT NOT GREATER THAN 3% BY VOLUME.

WATER: CLEAN, POTABLE, AND NOT DETRIMENTAL TO CONCRETE.

NORMAL WEIGHT CONCRETE

- COMPRESSIVE STRENGTH, WHEN TESTED IN ACCORDANCE WITH ASTM C 39/C 39M AT 28 DAYS: 3500 PSI.
- FLY ASH CONTENT: MAXIMUM 15 PERCENT OF CEMENTITIOUS MATERIALS BY WEIGHT.
- MINIMUM CEMENT CONTENT: CEMENT CONTENT SHALL NOT BE LESS THAN 470 LBS PER CUBIC YARD, UNLESS FLY ASH IS USED WITHIN MIXTURE. IF FLY ASH IS USED, CEMENT CONTENT SHALL NOT BE LESS THAN 316 LBS.
- WATER-CEMENT RATIO: MAXIMUM 40 PERCENT BY WEIGHT.
- TOTAL AIR CONTENT: 5 PERCENT, DETERMINED IN ACCORDANCE WITH ASTM C 113/C 113M.
- MAXIMUM SLUMP: 4 INCHES.
- MAXIMUM AGGREGATE SIZE: 3/4 INCH.

SELF-LEVELING POLYURETHANE SEALANT: ASTM C 920, GRADE F, CLASS 25, USES T, I, M, A, O SINGLE COMPONENT, CHEMICAL CURING, NON STAINING, NON BLEEDING, CAPABLE OF CONTINUOUS WATER IMMERSION, SELF-LEVELING TYPE.

JOINT FILLER: PREMOULDED, PREFORMED, COMPRESSIBLE ASPHALT MASTIC WITH FELT FACERS, COMPLYING WITH ASTM D 994, 1/2 INCH THICKNESS AND FULL DEPTH OF SLAB LESS 1/2 INCH.

EXPANSION JOINTS: PLACE EXPANSION JOINTS WHERE INDICATED ON DRAWINGS OR AT A MAXIMUM OF 10' MAXIMUM INTERVALS.
1. PLACE 3/8 INCH WIDE EXPANSION JOINTS TO SEPARATE PAVING FROM VERTICAL SURFACES AND OTHER COMPONENTS AND IN PATTERN INDICATED.
2. PROVIDE CONTROL JOINTS WITH JOINT FILLER EXTENDING FROM BOTTOM OF PAVEMENT TO WITHIN 1/2 INCH OF FINISHED SURFACE.
3. PROVIDE SCORED CONTROL JOINTS.

CONTROL JOINTS:

- PROPERLY TIME CUTTING WITH THE SET OF THE CONCRETE, SEW-CUT CONTROL JOINTS WITHIN 12 HOURS AFTER FINISHING. START CUTTING AS SOON AS THE CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT AGGREGATES BEING DISLODGED BY SAW. COMPLETE CUTTING BEFORE SHRINKAGE STRESSES BECOME SUFFICIENT TO PRODUCE CRACKING. USE 1/4 INCH THICK BLADE, CUTTING 1 INCH INTO SLAB.

JOINTS AT VERTICAL SURFACES: SEPARATE SLABS ON GRADE FROM VERTICAL SURFACES FROM VERTICAL SURFACES WITH BOND BREAKER MATERIAL.

SEALER/MANUFACTURER (APPLY TO NEW CONCRETE): L.M. SCOFIELD COMPANY, CURESEAL-5

REFER TO GENERAL PROJECT NOTES FOR ADDITIONAL INFORMATION.

ALTERNATES LIST

SCOPE OF WORK (BASE BID): PARTIAL ROOF REPLACEMENT.

- PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLAID COPPER SIDE WALL FLASHING. FULL REMOVAL AND REPLACEMENT OF THE EXISTING CLAY TILE OVER MAIN LOBBY, TICKET BOOTH/ROTUNDA AND BATHROOM AREA.
- PARTIAL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE AT THE PERIMETER OF THE GUTTERS, VALLEYS AND GABLE ENDS OF THE BAGGAGE ROOM AND EXPRESS ROOM.
- REMOVE EXISTING FLAT SEAM METAL, LOW SLOPE ROOFING AT BREEZEWAY AND REPLACE WITH PVC MEMBRANE ROOFING SYSTEM WITH PMMA CUSTOM COLOR TOP COAT AT PARAPET CAP.
- REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%, INCLUDING THE WOOD BEAD BOARD AT THE COVERED BREEZEWAY AND WOOD BEAD BOARD IN THE MAIN VAULTED ENTRY ROOM. REFINISH NEW BEAD BOARD - PAINT TO MATCH EXISTING.
- REMOVE FLAKING PAINT FROM EXTERIOR WOOD DECKING AND PREPARE FOR NEW FINISH - PAINT.
- PREPARE EXISTING GUARDRAIL TO BASEMENT ENTRY FOR NEW FINISH - PAINT.
- INSTALL NEW ROOFING WEATHER BARRIER. BASIS OF DESIGN: FT SYNTHETICS PLATINUM HTB. INSTALL 30# FELT OTHERWISE.
- STONE PARAPETS: 100% HISTORIC MASONRY REPOINT AS SHOWN.

- REPAIR AND RESOLDER EXISTING COPPER DOWNSPOUTS, VALLEYS, GUTTERS AND OVERFLOW SCUPPERS. PREPARE EXTERIOR OF SCUPPERS AND DOWNSPOUTS FOR NEW FINISH - PAINT TO MATCH EXISTING. DO NOT PAINT EXISTING PATINAED COPPER.

- SCOPE EXISTING SUBSURFACE DRAIN LINES AND PREPARE REPORT FOR OWNER'S REVIEW. INCLUDE RECOMMENDATIONS IF SUBSURFACE DRAINAGE IS FOUND TO BE BROKEN OR BLOCKED.

- REMOVE AND REPLACE EXISTING METAL SIDEWALL FLASHING AT ALL PARAPETS, MATCH EXISTING PROFILE.

ALTERNATE #1: IN ADDITION TO THE SCOPE OF WORK STATED ABOVE: FULL ROOF REPLACEMENT (INCLUDING THE TOWER PORTION) - ASSUME 30% NEW TILE TO MATCH HISTORIC. ALTERNATE #1A: 100% NEW TILE TO MATCH HISTORIC PROFILE.

- FULL REMOVAL AND RE-LAY OF HISTORIC CLAY TILE, INCLUDING INLAID COPPER VALLEY FLASHING AND SIDE WALL FLASHING. ASSUME 10% OF EXISTING TILE CAN BE REINSTALLED.
- REMOVE AND REPLACE EXISTING ROOF DECKING. ASSUME 20%.
- INSTALL NEW ROOFING WEATHER BARRIER. BASIS OF DESIGN: FT SYNTHETICS PLATINUM HTB. INSTALL 30# FELT OTHERWISE.
- REMOVE AND REPLACE COPPER DORMER FLASHING, VALLEYS, AND INTEGRAL GUTTERING. REPLACE IN KIND.

ALTERNATE #2: EXISTING WOOD WINDOW AND WOOD DOOR REPAIR. REPAIR ON SITE AS MUCH AS POSSIBLE. FULL REMOVAL AND REPAIR IN SHOP IS NOT ANTICIPATED.

- REMOVE EXISTING UNSOUND WOOD BACK TO SOUND MATERIAL, RESTORE IN KIND, AND REPAINT EXISTING WOOD WINDOW FRAMES.
- REPLACE EXISTING PERIMETER SEALANT WITH NEW AT ALL WINDOWS (STORM AND ORIGINAL).
- RESTORE AND REPAINT EXISTING EXTERIOR WOOD DOOR FRAMES (INCLUDING SCREEN DOORS). REPAIR EXISTING SCREENS.
- INSTALL SEALANT AT PERIMETER OF DOOR FRAMES, AND AT THRESHOLDS.
- ASSUME LEAD BASE PAINT REMEDIATION FOR LOOSE OR PEELING PAINT.
- EXISTING DOOR AND WINDOW HARDWARE IS TO REMAIN. IF THE WINDOW/DOOR IS CURRENTLY NON-OPERABLE, IT IS NOT REQUIRED TO REPAIR TO FUNCTIONING ORDER WITHIN THIS SCOPE OF WORK.

- CLEAN EXTERIOR AND INTERIOR OF ALL WINDOW AND DOOR GLAZING.
- REPLACE ANY BROKEN OR MISSING GLAZING IN KIND; GLAZING THICKNESS TO MATCH EXISTING. REPLACE WITH CLEAR LAMINATED FLOAT GLASS EXISTING WOOD FRAMING TO BE REPAIRED IN PLACE OR REPLACED TO MATCH EXISTING. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS PRIOR TO ORDERING GLAZING.

ALTERNATE #3: BUILDING EXTERIOR

- REPOINT 100% STONE MASONRY. MORTAR JOINT STYLE TO MATCH EXISTING ADJACENT IN FIELD.
- REPAIR HISTORIC STONE MASONRY. ASSUME 150 SQUARE FEET.
- REPLACE SEALANT AT PERIMETER OF BUILDING.
- CLEAN 100% EXISTING HISTORIC STONE.

ALTERNATE #4: SITE & PAVING REPAIR.

- SALVAGE EXISTING BRICK MASONRY PAVING SYSTEM TO THE EXTENTS SHOWN, AND REPLACE WITH STAMPED CONCRETE TO REPLICATE BRICK MASONRY PATTERN AND COLOR. BASIS OF DESIGN IS BOYANITE, HERRINGBONE USED BRICK, IMPRINT SYSTEM.
- COORDINATE SALVAGE QUANTITY AND LOCATION OF SALVAGED BRICK PAVERS WITH OWNER.
- PREPARE SUBGRADE/REGRADE TO SLOPE AWAY FROM BUILDING PERIMETER AT LEAST 1%.
- REMOVE EXISTING SPALLING CONCRETE AT LOCATION SHOWN ON DRAWINGS. INSTALL NEW 4" CONCRETE STOOP AT WEST ALCOVE. PROVIDE EXPANSION JOINTS EVERY 5 FEET AND SLOPE AS REQUIRED FOR DRAINAGE AWAY FROM BUILDING. INSTALL NEW SELF-LEVELING EXPANSION JOINT MATERIAL AT PERIMETER OF BUILDING AND NEW CONCRETE.

DEMOLITION GENERAL NOTES

- CONTRACTOR TO COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION AND RENOVATION PRIOR TO START.
- ALL ITEMS SHOWN ON DEMOLITION PLANS WITH DASHED LINEWORK ARE TO BE REMOVED. SEE ADDITIONAL NOTES ON FLOOR PLAN.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITY OF MATERIALS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
- CONTRACTOR TO DISPOSE OF ALL ITEMS IN A LEGAL MANNER.
- CARE SHALL BE TAKEN TO LOCATE AND PROTECT ANY STRUCTURAL COMPONENTS THAT ARE WITHIN WALLS, CEILINGS OR FLOORS UNLESS SPECIFICALLY IDENTIFIED TO BE REMOVED.
- PATCH AND REPAIR EXISTING SUBSTRATES THAT ARE TO REMAIN AS REQUIRED TO PREPARE THEM FOR NEW WORK AND FINISHES AS DEFINED ELSEWHERE IN THE DOCUMENTS.

- CAREFULLY REMOVE ITEMS IDENTIFIED AS SALVAGE OR SCHEDULED FOR RE-USE. STORE IN PROTECTED AREA UNTIL REINSTALLATION IS ACHIEVED. REPAIR DAMAGE CAUSED BY CARELESS REMOVAL OR IMPROPER STORAGE, OR REPLACE SUCH ITEMS TO OWNER'S SATISFACTION.

- CONTACT ARCHITECT BEFORE REMOVING OR DEMOLISHING ANY EXISTING CONSTRUCTION OR ITEMS NOT SHOWN TO BE REMOVED.

- CAREFULLY REMOVE FIXTURES, RECEPTACLES, DEVICES, ETC. AS NEEDED TO FACILITATE DEMOLITION AND MASONRY REPOINT. STORE DEVICES AND REINSTALL IN SAME LOCATION.

GENERAL DEFINITIONS

ALIGN	TO ACCURATELY LOCATE FACE BASED ON ADJACENT ITEMS OR CONSTRUCTION
CLEAR	MINIMUM DIMENSION BETWEEN FINISHED CONDITION, SHALL BE TREATED AS A PRIORITY TO HOLD BEFORE OTHER DIMENSIONS
MAXIMUM	THE CONDITION MAY NOT VARY TO A DIMENSION GREATER THAN THAT SHOWN WITHOUT THE APPROVAL OF THE ARCHITECT
MINIMUM	THE CONDITION MAY NOT VARY TO A DIMENSION SMALLER THAN THAT SHOWN WITHOUT THE APPROVAL OF THE ARCHITECT
SIMILAR	THE CONDITION APPLIES TO LIKE CONDITIONS THROUGHOUT UNLESS NOTED OTHERWISE
TYPICAL	THE CONDITION APPLIES TO THE SAME CONDITIONS THROUGHOUT UNLESS NOTED OTHERWISE

GENERAL ABBREVIATIONS

TYP.	TYPICAL
SIM.	SIMILAR
O.H.	OPPOSITE HAND
RE.	REFER
MIN.	MINIMUM
MAX.	MAXIMUM
F.V.	FIELD VERIFY
O.C.	ON CENTER
PVC	POLYVINYL CHLORIDE
ALT.	ALTERNATE

LANDSCAPING NOTES

- EXISTING LANDSCAPING AND SOD TO REMAIN UNLESS NOTED OTHERWISE, PROTECT DURING CONSTRUCTION ACTIVITIES.
 - SOILS COMPACTED MORE THAN 85% STANDARD PROCTOR DENSITY AS A RESULT OF CONSTRUCTION OPERATIONS WITHIN EXISTING TREE DRIFLINES AND LANDSCAPE AREAS SHALL BE RESTORED TO A CONDITION CONDUCTIVE TO PROMOTE LONG TERM PLANT HEALTH. RESTORATION METHOD(S) SHALL BE AS RECOMMENDED BY A CERTIFIED ARBORIST, AND REMEDIED AT NO COST TO OWNER.
 - REPLACE DAMAGED SOD, LANDSCAPE, OR LANDSCAPE WHICH DIES AS A RESULT OF CONSTRUCTION OPERATIONS, WITH EQUIVALENT LANDSCAPE AT NO COST TO OWNER.
 - MATURE TREES AND SHRUBS THAT REQUIRE REPLACEMENT AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE APPRAISED BY A PROFESSIONAL APPRAISER. THE VALUE ASSIGNED SHALL BE CREDITED TO THE OWNER BY THE CONTRACTOR.
 - CONTRACTOR TO RE-GRADE DISTURBED SOIL CAUSED BY WORK. RE-SOD TO MATCH EXISTING. GRADE TO SLOPE AWAY FROM BUILDING, TYPICAL.
 - TOPSOIL DEPTH IN SOD AREAS SHALL BE 6-INCHES, MINIMUM.
1. REFER TO GENERAL PROJECT NOTES FOR ADDITIONAL INFORMATION.

GENERAL PROJECT NOTES

- GENERAL NOTES ARE TYPICAL FOR AREAS WITHIN SCOPE OF WORK.
- REFER TO COMPLETE SET OF CONSTRUCTION DOCUMENTS FOR ALL PROJECT NOTES.
- CONTRACTOR SHALL VISIT THE EXISTING FACILITY TO DETERMINE THE EXTENT AND NATURE OF THE WORK AND THE CONDITIONS WITHIN WHICH THE WORK MUST BE ACCOMPLISHED. SUBMISSION OF BID WILL CONSTITUTE ACCEPTANCE OF EXISTING CONDITIONS.
- NOTIFY THE ARCHITECT OF ANY DISCREPANCIES BETWEEN THE EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS.
- COORDINATE ALL DEMOLITION WORK WITH NEW CONSTRUCTION PRIOR TO START OF WORK.
- THE CONTRACT DOCUMENTS IN THEIR ENTIRETY ARE THE RESPONSIBILITY OF ALL TRADES. WHERE REQUIREMENTS ARE SHOWN IN ONE SECTION OF THE SPECIFICATIONS OR DRAWINGS BUT NOT ANOTHER, THE CONTRACTOR OR SUBCONTRACTOR IS NOT RELIEVED FROM PROVIDING COMPLETELY FINISHED, COORDINATED AND PROPERLY FUNCTIONING SYSTEMS.
- ANY MISCELLANEOUS ITEMS OR MATERIALS NOT SPECIFICALLY NOTED, BUT REQUIRED FOR THE PROPER EXECUTION, INSTALLATION, OR PERFORMANCE OF THE WORK, SHALL BE PROVIDED BY THE CONTRACTOR / SUBCONTRACTOR.
- THE CONTRACTOR / SUBCONTRACTOR SHALL BE FULLY RESPONSIBLE FOR THE LAYOUT AND COORDINATION OF DIMENSIONS IN THE FIELD THAT ESTABLISH WORK POINTS FOR THEIR WORK AND VARIOUS TRADES.
- THE PRESENCE OF THE ARCHITECT OR AN ARCHITECT'S REPRESENTATIVE ON THE JOB SITE DOES NOT IMPLY CONCURRENCE OR APPROVAL OF THE WORK. THE CONTRACTOR SHALL CALL SPECIFIC ITEMS TO THE ATTENTION OF THE ARCHITECT IF THE CONTRACTOR WISHES TO OBTAIN THE ARCHITECT'S APPROVAL.
- IF DISCREPANCIES OCCUR BETWEEN DRAWINGS OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, NOTIFY THE ARCHITECT FOR RESOLUTION PRIOR TO PROCEEDING.
- DIMENSIONS ARE BASED ON FIELD MEASURED DIMENSIONS AND CASUAL OBSERVATIONS. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO WORK.
- USE ONLY DIMENSIONS INDICATED IN THE CONTRACT DOCUMENTS. DO NOT SCALE CONTRACT DOCUMENTS OR USE ANY DIMENSIONS TAKEN FROM ELECTRONIC DOCUMENTS, OR CONFLICT WITH DIMENSIONS ON OTHER DETAILS, NOTIFY THE ARCHITECT FOR CLARIFICATION.
- PROVIDE ELECTROLYTIC PROTECTION / ISOLATION BETWEEN ALL DISSIMILAR METALS, WHERE THEY OCCUR TO PREVENT ELECTROLYTIC REACTION AND / OR CORROSION.
- THE CONTRACTOR / SUBCONTRACTOR SHALL PROVIDE ADEQUATE BLOCKING, BACKING OR STRUCTURAL SUPPORT AS REQUIRED TO PROPERLY INSTALLATION OF ALL MOUNTED ASSEMBLIES, INCLUDING ALL ATTACHED EQUIPMENT (OWNER AND CONTRACTOR FURNISHED ITEMS), PLUMBING FIXTURES, MILLWORK, AND CASEWORK.
- CONTRACTOR IS RESPONSIBLE FOR TESTING FOR LEAD BASED PAINT, AND MEETING LOCAL CODES GOVERNING METHODS OF REMOVING TOXIC MATERIALS AND TOXIC RESIDUE.
- COORDINATE WITH OWNER ALL PREVIOUSLY SALVAGED ITEMS TO BE RE-INSTALLED. PROTECT ITEMS RETAINED UNTIL OWNER TAKES POSSESSION OR REINSTALL PER OWNER'S SPECIFICATIONS.
- CARE SHALL BE TAKEN TO LOCATE AND PROTECT ANY EXISTING STRUCTURAL COMPONENTS THAT ARE WITHIN WALLS, CEILINGS, OR FLOORS UNLESS SPECIFICALLY IDENTIFIED TO BE REMOVED.
- SEQUENCING OF WORK AND TEMPORARY SHORING MEASURES ARE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR TO PROVIDE SHORING PLAN SIGNED AND SEALED BY A STRUCTURAL ENGINEER LICENSED IN THE STATE OF OKLAHOMA.
- PROTECT ADJACENT SURFACES AND FEATURES FROM DAMAGE DURING DEMOLITION AND CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO RESTORE TO ORIGINAL CONDITION ITEMS OR AREAS DAMAGED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL TAKE CARE TO PROTECT ALL NEWLY INSTALLED MATERIALS AND FINISHES UNTIL WORK IS FORMALLY ACCEPTED BY THE ARCHITECT OR THE OWNER'S REPRESENTATIVE AND TRANSFERRED TO THE OWNER.
- MASK AND PROTECT ALL ITEMS TO REMAIN ON CEILINGS AND WALLS. MASK AND PROTECT ALL WINDOWS, WINDOW SILLS, FRAMES, DOORS, DOOR FRAMES, AND FINISH AROUND EXISTING WINDOWS.
- DO NOT PAINT EXISTING STONE.
- STAGING AND STORAGE AREAS, AND LOCATIONS OF TEMPORARY FACILITIES TO BE COORDINATED WITH THE OWNER/ARCHITECT.
- CONTRACTOR TO COORDINATE LOCATIONS OF CONSTRUCTION DUMPSTER ON SITE AND ACCESS TO BUILDING WITH REPRESENTATIVE OF OWNER.
- PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT ITEMS TO REMAIN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE UTILITIES - KNOWN AND UNKNOWN (OVERHEAD AND BURED) WHICH MAY OCCUR DUE TO HIS ACTION OR LACK OF ACTION ON THE PROJECT SITE DURING CONSTRUCTION OPERATIONS. CONTRACTOR SHALL SEEK ASSISTANCE OF LOCAL UTILITIES IN LOCATING THE UTILITIES PRIOR TO PERFORMING OPERATIONS IN ANY AREA.
- CONTRACTOR SHALL SUBMIT A REQUEST TO INTERRUPT ANY SUCH SERVICES TO OWNER, IN WRITING, 96 HOURS IN ADVANCE OF PROPOSED INTERRUPTION. REQUEST SHALL STATE REASON, DATE, EXACT TIME OF, AND APPROXIMATE DURATION OF SUCH INTERRUPTION.
- CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE OWNER'S SECURITY REQUIREMENTS FOR THE AREA OF CONSTRUCTION.
- CONTRACTOR SHALL INSTALL ALL NEW MATERIALS AND EQUIPMENT PER MANUFACTURER'S INSTRUCTIONS.
- ALL NEW BUILDING MATERIALS AND PRODUCTS SHALL NOT CONTAIN ASBESTOS.
- KEYNOTES ARE FOR REFERENCE ONLY AND MAY NOT BE AT ALL LOCATIONS THAT CORRESPOND TO THAT NOTE. CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITY OF MATERIALS REQUIRED FOR DEMOLITION AND NEW CONSTRUCTION.
- THE CONTRACTOR SHALL REPAIR ANY DAMAGED DUE TO CONSTRUCTION TRAFFIC OR OPERATIONS.
 - CONTRACTOR SHALL RETURN ALL DISTURBED LANDSCAPE AREAS DUE TO CONSTRUCTION ACTIVITY TO ORIGINAL CONDITION.
 - FINAL GRADE AND SOD AREAS DISTURBED BY CONSTRUCTION.
- CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING THE NECESSARY APPROVALS, PERMITS AND INSPECTION; PAYING REQUIRED FEES AND POSTING ANY REQUIRED BONDS, PRIOR TO BEGINNING ANY DEMOLITION OR CONSTRUCTION.
- FINAL COLOR SELECTIONS TO BE MADE BY OWNER/ARCHITECT UPON RECEIPT OF ALL MATERIAL SUBMITTALS. REVIEW CANNOT BEGIN UNTIL ALL MATERIALS HAVE BEEN RECEIVED.
- GRADE TO SLOPE AWAY FROM BUILDING, TYPICAL GRADE TO FACILITATE DRAINAGE.



INTERIM REVIEW ONLY

THESE DOCUMENTS ARE INCOMPLETE. THEY ARE NOT INTENDED TO BE USED FOR PERMIT, BIDDING, OR CONSTRUCTION.

11/10/2023 1:28:21 PM

SHAWNEE DEPOT ROOF

614 E Main Street
Shawnee, OK 74801

G1.1
PROJECT INFORMATION

GH2 | PRESERVATION ARCHITECTS

GH2.COM

GH2 PROJECT NUMBER:

20200149

ISSUE DATE:

10/09/2023

ISSUE:

CONSTRUCTION DOCUMENTS

OTHER ISSUE DATES:

NO.	DESCRIPTION	DATE
1	ADDENDUM #1	11/10/23

SHEET NAME:

PROJECT INFORMATION

SHEET NUMBER:

G1.1

© 2023 COPYRIGHT GH2 ARCHITECTS, LLC.

Addendum

To: Bidding Documents
Plan-Holders of Record
Project File

Date: November 17, 2023
Addendum Number: Two
Architect's Project #: 20200149
Project Name: City of Shawnee
Santa Fe Depot Roof
& Exterior
Rehabilitation

From: GH2 ARCHITECTS, LLC
320 South Boston, Suite 100
Tulsa, Oklahoma 74103
Tel 918.587.6158
Fax 918.587.0357

Professional Seal:



11-17-23

NOTICE.....

This Addendum supplements and amends the original Bidding Documents, shall be taken into account in preparing proposals, and shall become a part of the Construction Documents. The bidder shall indicate receipt of this addendum and all previously issued addenda on the Bid/Proposal Form.

PRIOR ADDENDA

Addendum #1 – 11/10/2023

Changes / Clarifications To Drawings:

1. **Question:** Plans call for repointing of parapet wall. Is this interior side or both interior and exterior side?

Answer: This is all sides of the parapet walls. As visible on site and in the documents the parapet steps up and down through-out, so it is the intent that all sides of the parapet are to be repointed in the base bid.

2. **Question:** Plans call for 1) repointing of parapet wall and 2) 100% repointing of exterior. Repointing areas of concern was addressed verbally, but it is not in the plans or on the bid sheet. Will this be included as an alternative?

Answer: Base bid for repointing efforts are areas shown with the dashed rectangles and keynote 1 on A2.1 and A2.2. and as clarified in this addendum. Any verbal communication is not to be considered in the base bid. Alternate #3 includes the remainder of the repoint to encompass 100% of the exterior.

LIST OF ATTACHMENTS

None

END OF ADDENDUM



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

Date: December 18, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: December 2023 Sales and Use Tax Deposit

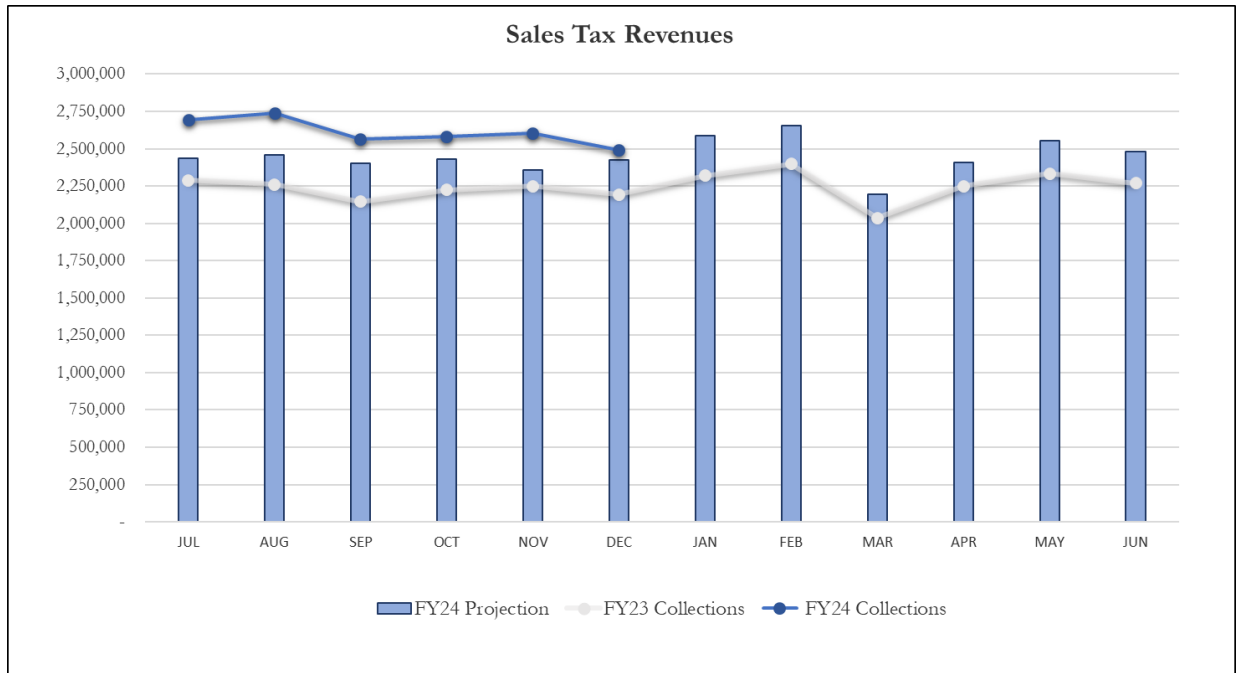
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 December consists of November estimates and October final reported collections. Any taxes collected for months prior to October will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The December sales tax deposit was \$2,492,296.69 including interest of \$3,124.13, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,246,148.35
2018 Capital Improvements Fund	311,537.09
Capital Improvements Fund	241,441.24
Street Improvements Fund	272,594.95
Economic Development Fund	31,153.71
Police Sales Tax Fund	38,942.14
Fire Sales Tax Fund	38,942.14
2023 Capital Improvements Fund	311,537.09
Total Sales Taxes Collected	<u>\$ 2,492,296.69</u>

- Finance Department Report - Sales and use tax collections totaled \$2,868,533.69 for December 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 \$1,177,357 or 8.1%, over the projected budget year-to-date. Use tax collections are up \$330,051 or 18%, above the projected budget year-to-date.

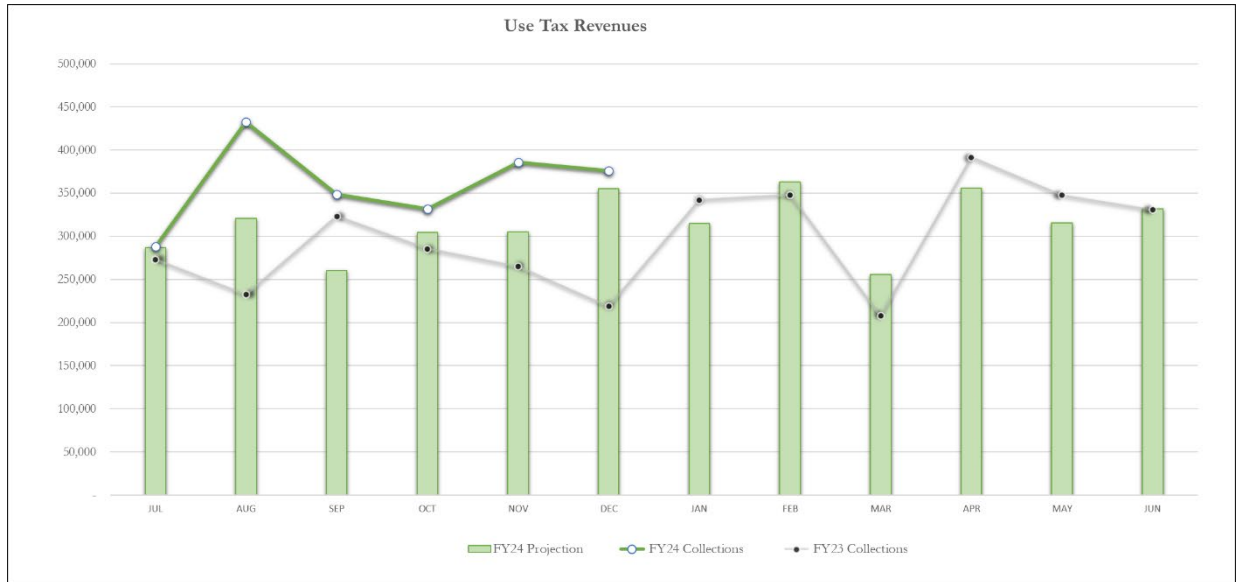
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - December 2023	\$ 2,421,988	\$ 2,492,297	\$ 70,309	2.90%	
Sales Tax Receipts (year-to-date):	\$ 14,503,043	\$ 15,680,400	\$ 1,177,357	8.12%	
					% Variance w/ Rate Normalization
	December 2022	December 2023	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,191,773	\$ 2,492,297	\$ 300,524	13.71%	-0.50%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 13,357,204	\$ 15,680,400	\$ 2,323,196	17.39%	2.72%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Use Tax Receipts (Dec 2023):	\$ 355,456	\$ 376,237	\$ 20,781	5.85%	
Use Tax Receipts (year-to-date):	\$ 1,832,998	\$ 2,163,049	\$ 330,051	18.01%	

	Dec 2022	Dec 2023	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 218,674	\$ 376,237	\$ 157,563	72.05%	50.55%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 1,597,749	\$ 2,163,049	\$ 565,300	35.38%	18.46%

* City's Sales & Use Tax Rate increased from 3.5% to 4% effective April 1, 2023. The table above shows a “% Variance with Rate Normalization” to compare the change in actual tax collections by removing the 0.5% rate increase.

○ Fiscal Year 2024 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

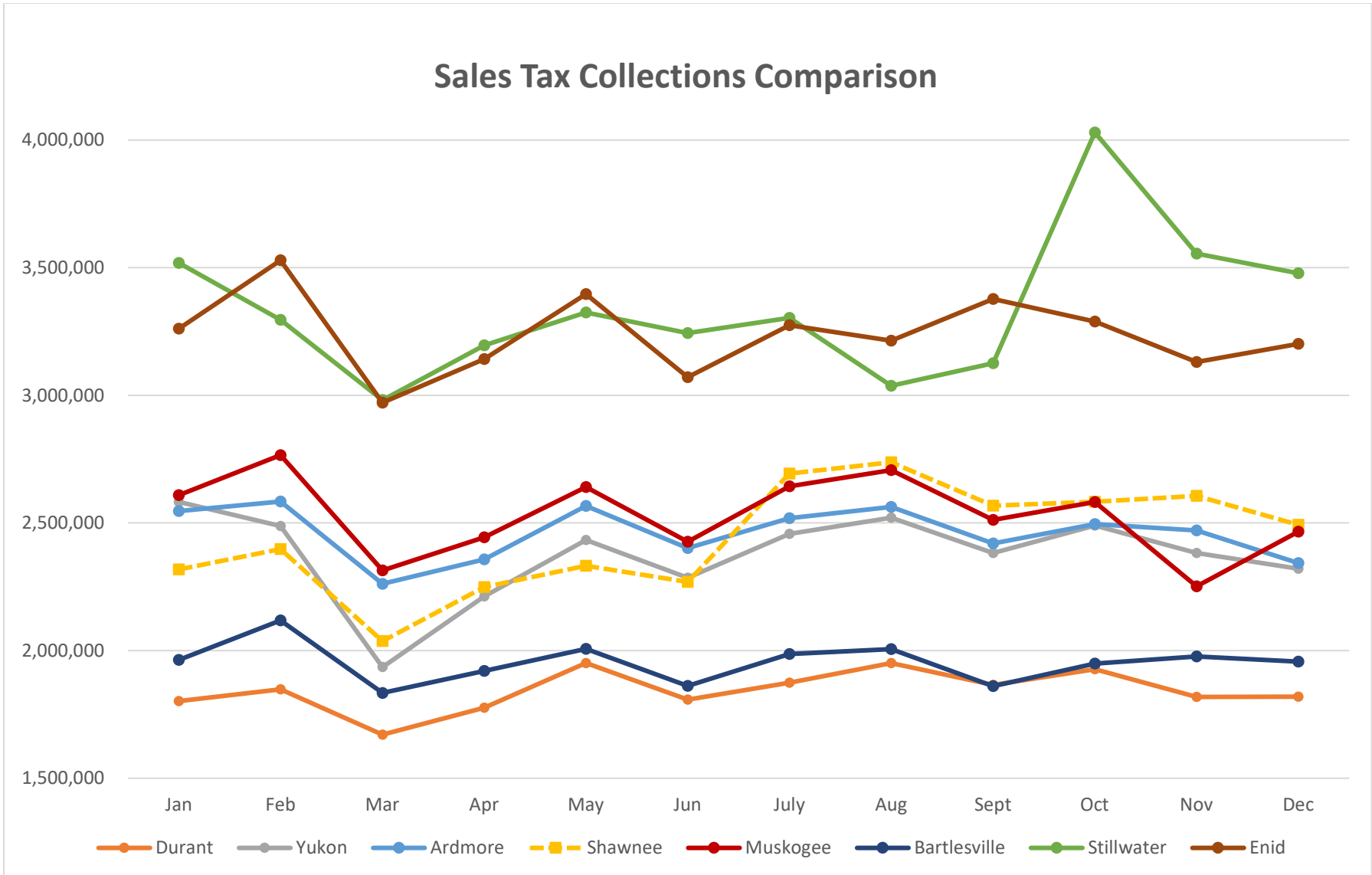
Sales Tax Above/(Below) Projections:	\$ 587,811
Use Tax Above/(Below) Projections:	\$ 330,051

Appropriated:

IUPA Pay plan adj (pending approval)	(58,700)
Total Appropriated	\$ (58,700)

Total Unappropriated:	\$ 859,162
------------------------------	-------------------

To provide insight into how the City of Shawnee compares to its peers, the following graphic offers an overview of sales tax collections in 2023.



	Durant	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	18,589	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.38%	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	17	14	13	15	12	16	11	10

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

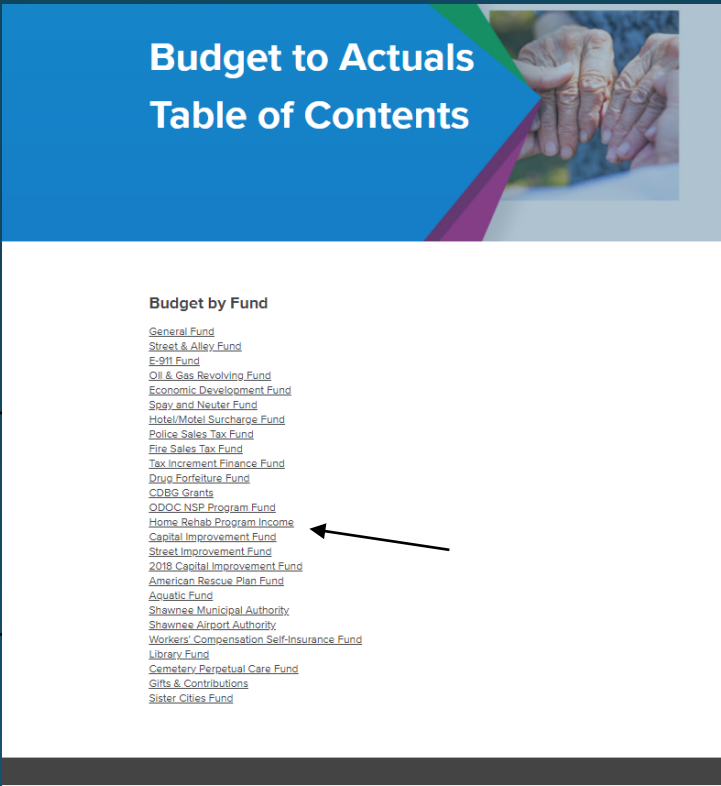
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

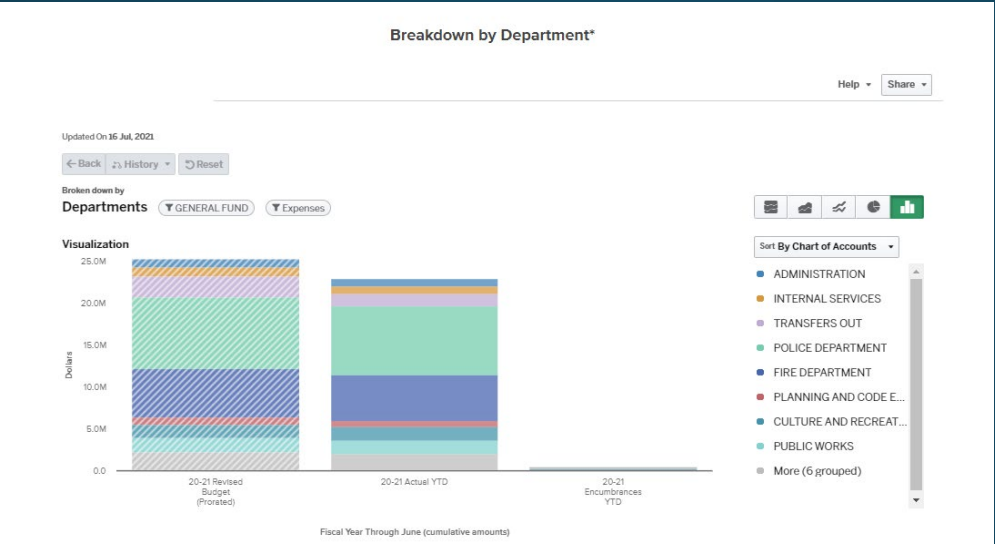


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

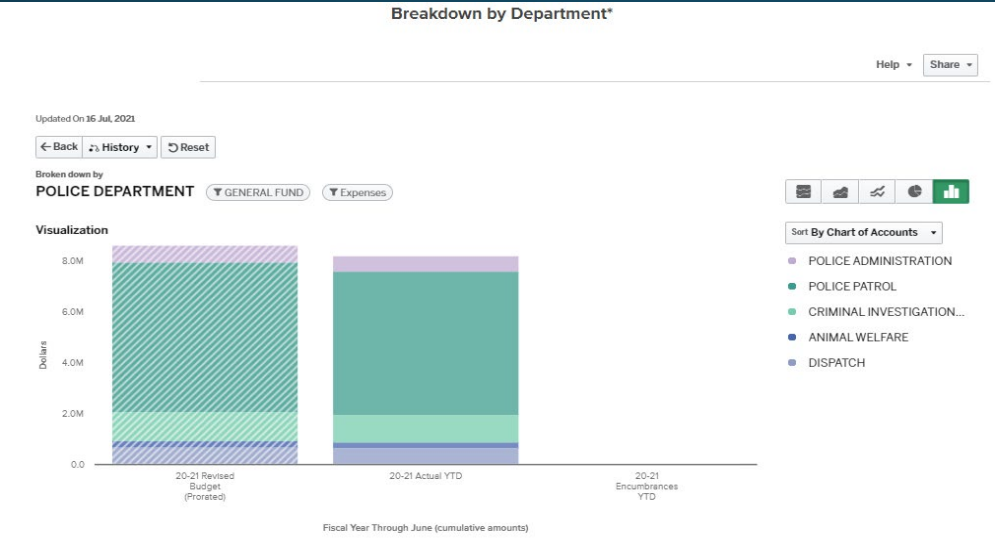
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

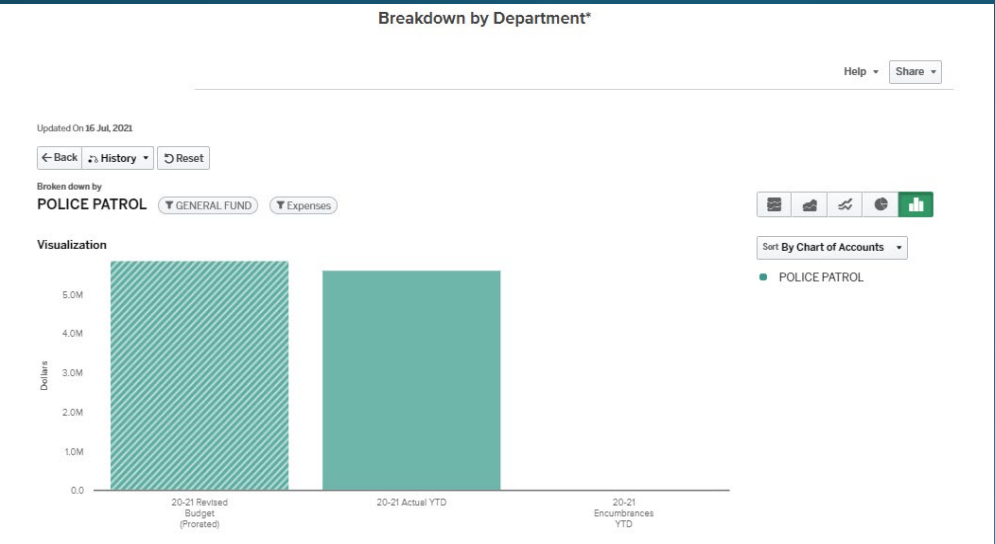
Initial View



Department Level

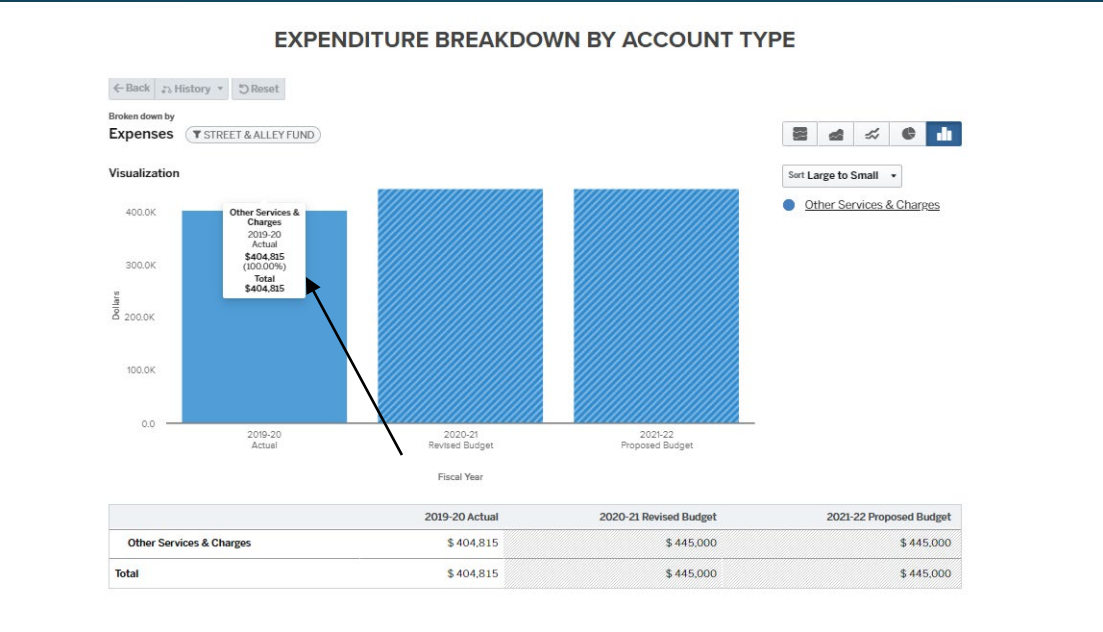


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

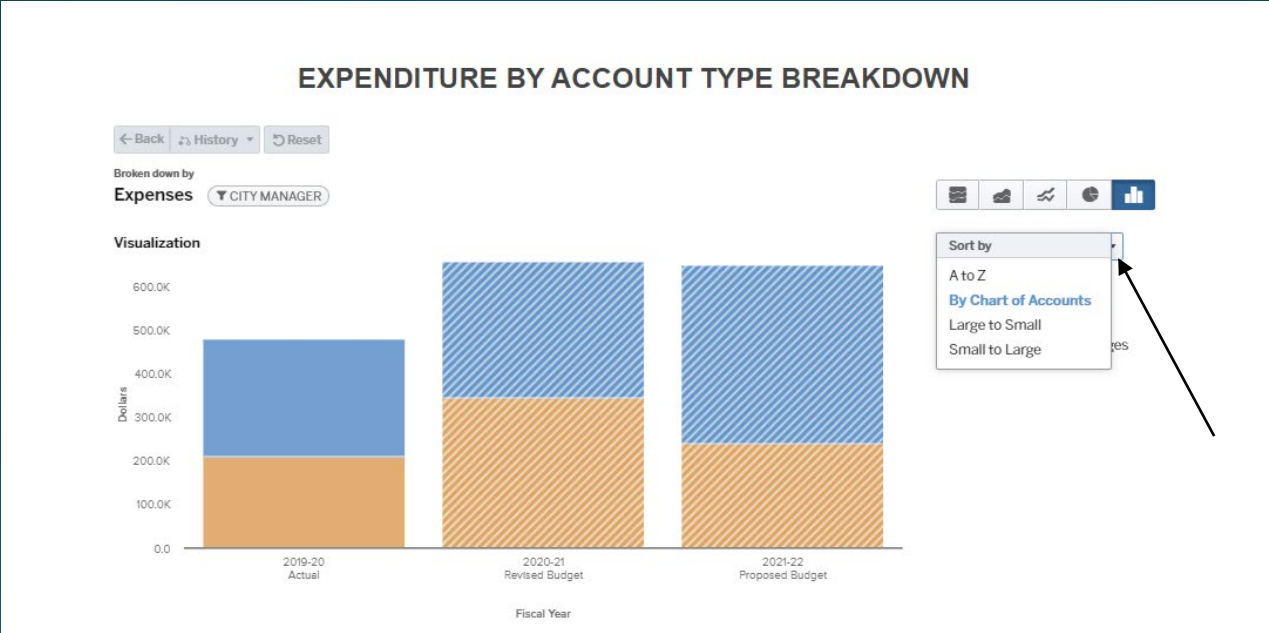


Sorting

Graphs may be sorted four ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.

TWIN LAKES MASTER PLAN

**SHAWNEE CITY COMMISSION
DECEMBER 18, 2023**

AGENDA

- **PROJECT OVERVIEW**
- **PLAN STRUCTURE**
- **FUTURE DEVELOPMENT PLAN**
- **RECOMMENDATIONS**

TWIN LAKES MASTER PLAN

PROJECT RECAP

SHAWNEE CITY COMMISSION
DECEMBER 18, 2023

PROJECT PURPOSE

CREATE A GUIDE FOR PREFERRED DEVELOPMENT PATTERNS, PUBLIC AND PRIVATE INVESTMENT AND ENHANCEMENT OF THE TWIN LAKES AREA FOR THE NEXT 10-20 YEARS.

THE PLAN WILL INCLUDE:

- **VISION** ...DEFINING THE FUTURE CHARACTER OF THE TWIN LAKES AREA.
- **GROWTH SCENARIOS** ...TO MEASURE THE IMPACT OF POTENTIAL DEVELOPMENT PATTERNS.
- **FUTURE DEVELOPMENT PLAN** ...TO DEFINE A PREFERRED DEVELOPMENT PATTERN.
- **ACTION PLAN** ...INCLUDING POLICIES, INVESTMENTS, STRATEGIES TO IMPLEMENT YOUR VISION.



TWIN LAKES #1 BOAT LAUNCH

PROJECT PROCESS



TASK 1
DESCRIBE
YOUR
CONDITION:
REVIEW
EXISTING
CONDITIONS



TASK 2
PUBLIC
OUTREACH:
ENGAGE THE
COMMUNITY
DURING THE
PLANNING
PROCESS



TASK 3
CONFIRM YOUR
VISION:
CREATE THE
VISION FOR THE
PLANNING
PROCESS



TASK 4
CHOOSE YOUR
PATH:
EVALUATE
DEVELOPMENT
SCENARIOS



TASK 5 DEFINE
YOUR FUTURE:
CREATE AN
ACTION PLAN TO
IMPLEMENT THE
COMMUNITY'S
VISION



TASK 6 SET
YOUR AGENDA:
ADOPTION OF
THE TWIN LAKES
MASTER PLAN

PUBLIC OUTREACH SNAPSHOT

- **VISIONING MEETINGS**

- CITY STAFF
- COMMERCIAL AND RECREATION INTERESTS
- PROPERTY OWNERS
- LEASEHOLDERS

- **PUBLIC OPEN HOUSE**

- HELD ON SEPTEMBER 27, 2022
- 36 ATTENDEES (SIGN IN)
- 3 GENERAL EXERCISES

- **COMMUNITY SURVEY**

- CLOSED, RECEIVED 255 RESPONSES
- WEBSITE, SOCIAL MEDIA BLASTS, OPEN HOUSE



PUBLIC OUTREACH KEY TAKEAWAYS

- IMPROVE RECREATIONAL OFFERINGS AT THE TWIN LAKES – MORE THAN JUST BOAT USES; TRAILS, NATURAL AREAS, PICNICKING, DISC GOLF, ETC.
 - DIFFERENTIATE LAKE 1 AND LAKE 2
- IMPROVE PUBLIC SAFETY AT & ON TWIN LAKES
 - POLICE PRESENCE
 - FIRE ACCESS
 - CODE ENFORCEMENT
- PROTECT WATER QUALITY AND REDUCE SHORELINE EROSION
- MAINTAIN TRANQUIL NATURE OF TWIN LAKES
- SMALL-SCALE COMMERCIAL USES NEAR THE LAKES (CONVENIENCE STORE, FOOD TRUCK, VENDING MACHINES)
- IMPROVE PERMITTING SYSTEM
- SUPPORT SHAWNEE RESIDENTS ACCESS TO THE LAKES

VISION AND GUIDING PRINCIPLES

“THE TWIN LAKES AREA IS AN ESSENTIAL COMMUNITY RESOURCE AND TRANQUIL PUBLIC AMENITY THAT SERVES THE RESIDENTS OF SHAWNEE THROUGH THE PROVISION OF A HIGH-QUALITY AND PROTECTED SUPPLY OF WATER, ACCESS TO NATURAL AND RURAL LANDSCAPES, AND THE AVAILABILITY OF DIVERSE RECREATIONAL AMENITIES THAT SUPPORT THE PASSIVE ENJOYMENT OF THE LAKES AND SURROUNDING PROPERTY.”

- 1. EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES.**
- 2. PROMOTE FISCALLY RESPONSIBLE GROWTH PATTERNS.**
- 3. PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES.**
- 4. FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES.**

VISION AND GUIDING PRINCIPLES

“THE TWIN LAKES AREA IS AN ESSENTIAL COMMUNITY RESOURCE AND TRANQUIL PUBLIC AMENITY THAT SERVES THE RESIDENTS OF SHAWNEE THROUGH THE PROVISION OF A HIGH-QUALITY AND PROTECTED SUPPLY OF WATER, ACCESS TO NATURAL AND RURAL LANDSCAPES, AND THE AVAILABILITY OF DIVERSE RECREATIONAL AMENITIES THAT SUPPORT THE PASSIVE ENJOYMENT OF THE LAKES AND SURROUNDING PROPERTY.”

1. EMBRACE THE STEWARDSHIP OF OUR **NATURAL RESOURCES**.
2. PROMOTE FISCALLY RESPONSIBLE **GROWTH PATTERNS**.
3. PROVIDE BELOVED AND BENEFICIAL **RECREATIONAL AMENITIES**.
4. FACILITATE THE EFFICIENT DELIVERY OF **PUBLIC SERVICES**.

TWIN LAKES MASTER PLAN

PLAN STRUCTURE

SHAWNEE CITY COMMISSION
DECEMBER 18, 2023

PLAN STRUCTURE

TECHNICAL DOCUMENT

- **DETAILED.** ANALYSIS FOR THE STUDY AREA ON VARIOUS TOPICS
- **RECOMMENDATIONS.** DESCRIPTIONS FOR THE REASONING FOR RECOMMENDATIONS.

KEY TOPICS

- GROWTH & DEVELOPMENT
- MOBILITY & ACCESS
- PUBLIC UTILITIES
- RECREATION
- PUBLIC SAFETY SERVICES
- NATURAL FEATURES



PLAN STRUCTURE

SUMMARY DOCUMENT

- **ABBREVIATED.** SUMMARY FROM THE TECHNICAL DOCUMENT



THE FUTURE DEVELOPMENT PLAN

The Twin Lakes Master Plan's Future Development Plan serves as a new blueprint for how the lands of the Twin Lakes study area will develop and be utilized over time. Based on the assessments conducted for this master planning process, and public and stakeholder feedback, the resulting Twin Lakes Future Development Plan map (see [Figure 2](#), page 12) and accompanying 'place type' descriptions serve as a visual representation of where development of varying types should be directed.

The Future Development Plan is only a part of the City's policies related to Twin Lakes' growth and development. Corresponding policies, practices, strategies and actions are also outlined in the Work Program section of this report. Adherence to and application of the land use, transportation, infrastructure, conservation and other topic-specific Work Program recommendations is necessary to implement the Future Development Plan in a contextually sensitive manner and to ensure consistency with this Master Plan's vision and guiding principles.

“OVER 83 PERCENT OF TWIN LAKES STUDY AREA LANDS ARE RESERVED AS RURAL OR CONSERVATION PLACE TYPES.”

FEATURES AND CONDITIONS

Although representing the City of Shawnee's official policy for study area growth, this report is influenced by prominent pre-existing features and conditions. That these influencing characteristics are accommodated, modified or mitigated is a key consideration in the planning process.



LAND USE

Over 66 percent of all study area land is currently used for non-commercial uses. Low density land uses should be retained on over 46 percent of study area properties.



ZONING

Over 71 percent of all study area land is zoned for low-density residential uses. The rezoning of some study area property may occur in conjunction with the availability of necessary public services.



NATURAL FEATURES

Many shoreline properties retain natural land cover, with a high percentage of shoreline property being heavily wooded. Natural shoreline buffers be maintained and expanded.



WATERSHED

The Twin Lakes have limited creeks feeding into the watershed, resulting in a lower recharge rate. Watershed conservation methods must address development patterns and lake access.

TWIN LAKES MASTER PLAN SUMMARY REPORT

CITY OF SHAWNEE, OKLAHOMA

SEPTEMBER 2023

TWIN LAKES MASTER PLAN

FUTURE DEVELOPMENT PLAN

SHAWNEE CITY COMMISSION
DECEMBER 18, 2023

WHAT IS A PLACE TYPE?

FUTURE DEVELOPMENT FRAMEWORK

- **LAND USE.** REPRESENTATIVE EXAMPLES AND POTENTIAL ZONING
- **DEVELOPMENT CHARACTER.** FORM, SCALE, INTENSITY ARRANGEMENT, STYLE
- **DEVELOPMENT PATTERNS.** DISTRIBUTION, LAYOUT, COMPATIBILITY

SHAWNEE NEXT HORIZONS



LAND USE: HIGH DENSITY RESIDENTIAL

DESCRIPTION:
Neighborhoods that incorporate a mix of housing types, including multi-family housing and tiny homes. These areas may also allow small scale office and commercial uses but the primary use is residential.

POTENTIAL ZONING:
Combined Residential District; Multi-Family Residential District

INTENSITY (DU/A):
12+

USES:

- » Allows multi-family and compatible civic uses.
- » Some limited office and convenience commercial within primarily residential areas may be appropriate.

FORM:
Located at sites with access to major thoroughfares and activity centers. Should be integrated into the fabric of nearby residential areas, while avoiding adverse traffic and visual impacts on low-density uses. Traffic should have direct access to collector or arterial streets to avoid overloading local streets. High levels of pedestrian access and connectivity is needed to avoid the creation of compounds.

COMPATIBILITY:
Conflicts with low-density residential developments should be resolved or minimized through project design. Traffic and other external effects should be directed away from lower-intensity uses. Landscaping, buffering, and screening should be employed to minimize negative effects. May be incorporated into mixed use projects or planned areas.

PARKING:

- » Accommodated through surface parking lots, parking structures, and underground parking facilities.
- » Parking facilities should be designed to manage stormwater and be screened from adjacent land uses.
- » When projects are along major corridors and gateways into the city, parking should be screened behind a residential or commercial space when possible.

EE
NS

PLAN
TS OF

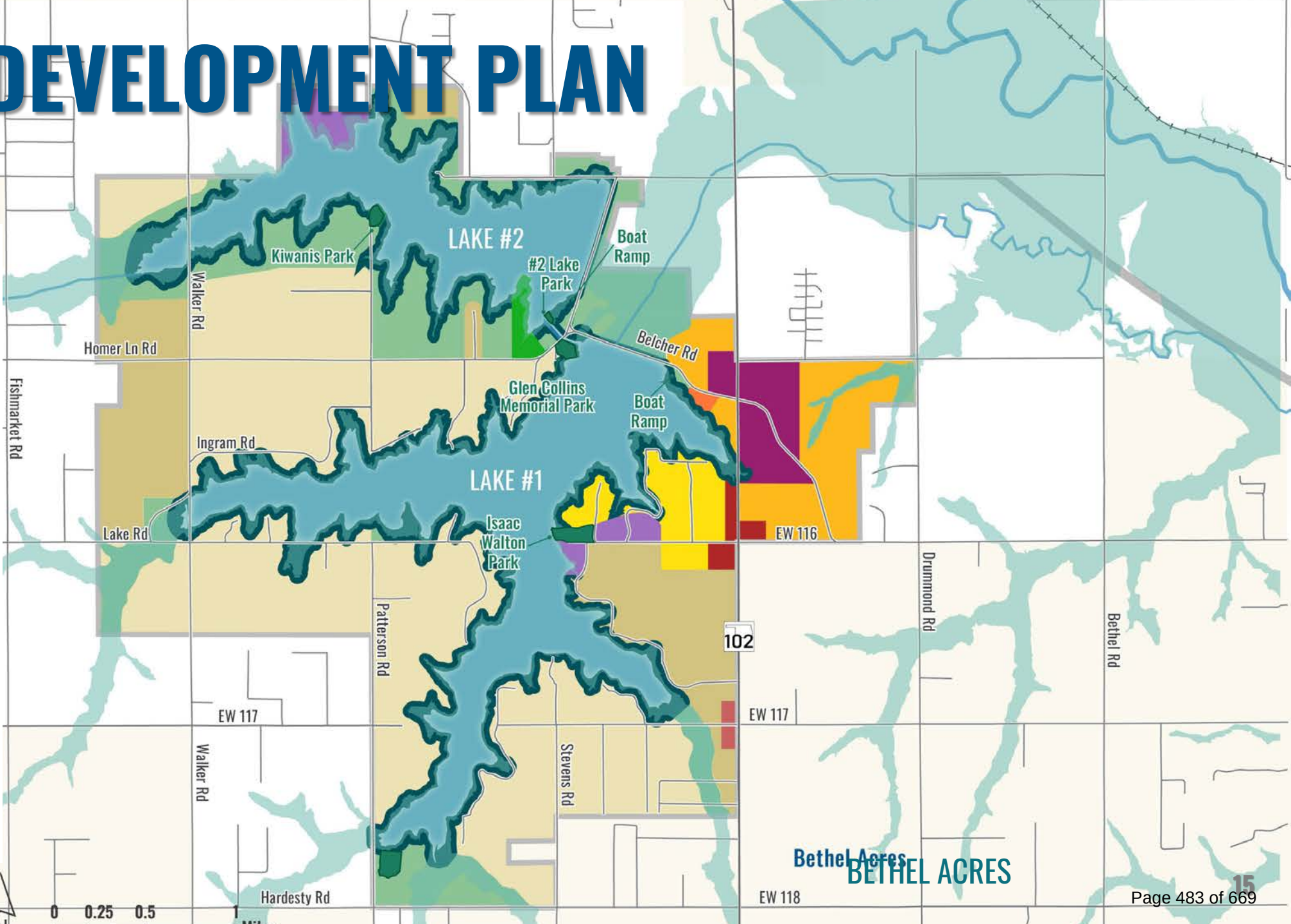
PAGE 94

FUTURE DEVELOPMENT PLAN

OKC

LEGEND

- Lakeside Conservation
- Parks & Greenways
- Residential Estate
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- Lake Oriented Commercial
- Low Intensity Commercial
- Lakeside Village
- Mixed Use
- Recreation Village
- Destination Recreation
- Existing Parks
- Lakes
- Floodplains
- Shawnee Boundary
- City/Town Boundaries



PLACE TYPES FOR TWIN LAKES

RURAL PLACE TYPES (~63% OF TOTAL AREA)

- RESIDENTIAL ESTATE
- LARGE LOT RESIDENTIAL
- LAKE ORIENTED COMMERCIAL

CONSERVATION PLACE TYPES (~21% OF TOTAL AREA):

- LAKESIDE CONSERVATION
- PARKS AND GREENWAYS
- RECREATION VILLAGE

LAKE DISTRICT PLACE TYPES (~17% OF TOTAL AREA)

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- LOW INTENSITY COMMERCIAL
- MIXED-USE
- LAKESIDE VILLAGE
- DESTINATION RECREATION

Lake District Place Type Category

Modified Shawnee Next Horizon's Place Type

LOW DENSITY RESIDENTIAL

DESCRIPTION

Neighborhoods emphasizing single-family detached homes, although other single-family attached and small lot single-family homes may be permitted based on location.

POTENTIAL ZONING

Single-Family Residential districts

INTENSITY

1-4 units/acre

USES

Primarily single-family detached development, although innovative single-family forms may be permitted with special review. Civic uses are generally allowed, with special permission for higher intensity uses. Development will be serviced by city utilities (i.e., water and sewer).

FORM

N/A (see *Low Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 92*).

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks.

COMPATIBILITY

Compatible with most detached single-family housing. Limited attached single-family and townhomes may be appropriate near commercial uses. Traffic and higher intensity uses should be directed away from these areas. Building elements and scale should be consistent with the surrounding areas.

PARKING

N/A (see *Low Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 92*).



Example of Low Density Residential



Example of Low Density Residential

TWIN LAKES MASTER PLAN

RECOMMENDATIONS

SHAWNEE CITY COMMISSION
DECEMBER 18, 2023

RECOMMENDATION TOPICS

- GROWTH & DEVELOPMENT
- MOBILITY & ACCESS
- UTILITIES
- RECREATION
- PUBLIC HEALTH & SAFETY
- NATURAL FEATURES

DEVELOPMENT PATTERNS

RECOMMENDATIONS HIGHLIGHTS

- 7 POLICY RELATED RECOMMENDATIONS
- 0 INVESTMENT RELATED RECOMMENDATIONS
- ACTION G.2: LOT LEASE PROGRAM IMPROVEMENTS
 - PLATTING & SETTING BOUNDARIES FOR EXISTING (AND FUTURE) LEASED PROPERTIES
 - UPDATE FEES TO REFLECT LOT SIZE AND LOCATION

GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS

- ACTION G.7: LAKE 2 SHORELINE
 - RESERVE A PERPETUAL CONSERVATION BUFFER AROUND LAKE 2 TO:
 - RESTRICT DEVELOPMENT,
 - DEFINE LAKE 2 AS A RECREATION-BASED LAKE, AND
 - PROTECT SHORELINE QUALITY

GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS & PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES



MOBILITY & ACCESS

RECOMMENDATIONS HIGHLIGHTS

- 5 POLICY RELATED RECOMMENDATIONS
- 6 INVESTMENT RELATED RECOMMENDATIONS
- **ACTION M.1: ROADWAY CROSS-SECTIONS**
 - ADOPT NEW ROADWAY CROSS-SECTIONS TO REFLECT THE DESIRED DEVELOPMENT IN THE AREA, INCLUDING “CONTEXT-SENSITIVE” GUIDELINES FOR “LAKE DISTRICT” PLACE TYPES.

GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS & FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES

- **ACTION M.7: BRIDGE IMPROVEMENTS**
 - INITIATE IMPROVEMENTS TO THE LAKE ROAD BRIDGE TO IMPROVE ACCESS FOR HEAVY VEHICLES SUCH AS FIRE/EMS AND RV'S.
- GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS & FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES & PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES



UTILITIES

RECOMMENDATIONS HIGHLIGHTS

- 5 POLICY RELATED RECOMMENDATIONS
- 2 INVESTMENT RELATED RECOMMENDATIONS
- **ACTION U.6: WATER SERVICE**
 - EXTEND POTABLE WATER TO THE TWIN LAKES STUDY AREA TO ACCOMMODATE GROWTH THAT ALIGNS WITH THE FUTURE DEVELOPMENT PLAN.

GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS & FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES
- **ACTION U.7: WASTEWATER SERVICE**
 - PROVIDE WASTEWATER SERVICES TO THE TWIN LAKES STUDY AREA TO ACCOMMODATE GROWTH THAT ALIGNS WITH THE FUTURE DEVELOPMENT PLAN.

GUIDING PRINCIPLES: PROVIDE FISCALLY RESPONSIBLE GROWTH PATTERNS & FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES & EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES



RECREATION

RECOMMENDATIONS HIGHLIGHTS

- 10 POLICY RELATED RECOMMENDATIONS
- 24 INVESTMENT RELATED RECOMMENDATIONS
- ACTION R.3: USER FEES
 - ADOPT USER FEES FOR ALL LAKE USES, INCLUDING PARKING/ACCESS, CAMPING, FISHING, HUNTING, PAVILION RENTALS, BOATING PERMITS (PRINTED/STICKERS – ACTION R.6).

GUIDING PRINCIPLES: PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES

- ACTION R.12: PERMITTING SYSTEM
 - IMPLEMENT A PERMITTING PAYMENT SYSTEM THAT USES CURRENT BEST PRACTICES AND TECHNOLOGY FOR USER-FRIENDLINESS INCLUDING ON-DEMAND OPTIONS.

GUIDING PRINCIPLES: PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES



PUBLIC HEALTH & SAFETY

RECOMMENDATIONS HIGHLIGHTS

- 6 POLICY RELATED RECOMMENDATIONS
- 9 INVESTMENT RELATED RECOMMENDATIONS
- ACTION PHS.7: POLICE DOCK
 - CONSTRUCT A POLICE DOCK ON LAKE 1 WITH A NEW PATROL BOAT AND UNIT TO MONITOR THE LAKES

GUIDING PRINCIPLES: FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES

- ACTION PHS.15: CODE ENFORCEMENT SYSTEM

- IMPROVE REPORTING AND MONITORING SYSTEMS FOR CODE ENFORCEMENT CASES

GUIDING PRINCIPLES: PROMOTE FISCALLY RESPONSIBLE GROWTH PATTERNS



NATURAL FEATURES

RECOMMENDATIONS HIGHLIGHTS

- 7 POLICY RELATED RECOMMENDATIONS
- 4 INVESTMENT RELATED RECOMMENDATIONS
- ACTION NR.1: BOATING ACCESS
 - ESTABLISH “NO WAKE” ZONES ON LAKE 2

GUIDING PRINCIPLES: PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES, EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES
- ACTION NR.8: SHORELINE RESTORATION
 - RESTORE THE SHORELINE IN AREAS WHERE CURRENT SHORELINE IS ERODING, RELOCATED BEACHES, AND OTHER CITY-OWNED PROPERTY WHERE ABLE.

GUIDING PRINCIPLES: EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES



TWIN LAKES MASTER PLAN

**SHAWNEE CITY COMMISSION
DECEMBER 18, 2023**



TWIN LAKES MASTER PLAN

SUMMARY REPORT

CITY OF SHAWNEE, OKLAHOMA

SEPTEMBER 2023

PREFACE

ON BEHALF OF THE SHAWNEE CITY COMMISSION, I AM PLEASED TO PRESENT THE TWIN LAKES MASTER PLAN – the City of Shawnee's future development blueprint for the lands and waters of the Twin Lakes study area.

The Twin Lakes are an essential community resource, serving both as our principal municipal water source and as a recreational amenity. Yet, as with any important community resource there are many opinions about how best to utilize, maintain and protect them. The Twin Lakes master planning process was initiated by the Board of Commissioners to seek the greatest possible consensus on how all of us can serve as worthy long-term stewards of the lakes area.

The Twin Lakes Master Plan identifies a long-term vision for balancing growth and development with resource conservation. This vision - embracing themes identified through public meetings and surveys - is supported by four principles upon which the study area's future development plan, and policy and investment recommendations are based.

The City Commissioners and I recognize that the shared community benefits that can be realized by new growth and investment can also come with unintended or unforeseen consequences regarding community character, delivery of public services and quality of life. We also realize that within any plan there will be initiatives that you may embrace more whole-heartedly than others. Regardless, we will strive to implement a future development vision for Twin Lakes that upholds the four guiding principles of this Master Plan. We hope that you – the residents of Shawnee – will continue to support these efforts.

Respectfully,

Mayor Ed Bolt
City of Shawnee, Oklahoma





TABLE OF CONTENTS

THE TWIN LAKES MASTER PLAN’S SUMMARY REPORT IS A SYNOPSIS OF THE FUTURE GROWTH AND DEVELOPMENT PLAN FOR THE TWIN LAKES STUDY AREA.

The summary report is an abbreviated version of a companion technical report and includes the Master Plan’s vision and guiding principles, future development plan, and tabulated lists of recommended policies and investments. This report provides quick access to Master Plan policy and investment recommendations. For more extensive information relating to the Twin Lakes study area’s existing conditions; issues, opportunities and themes; and the planning process, please refer to the Master Plan’s technical report.

Collectively, the Twin Lakes Master Plan reports present both a long-range vision and incremental work program to balance the development and conservation of the land and waters of the Twin Lakes study area.

OUR VISION FOR TWIN LAKES	01
THE FUTURE DEVELOPMENT PLAN	07
OUR WORK PROGRAM	13

OUR VISION FOR TWIN LAKES...

“THE TWIN LAKES AREA IS AN ESSENTIAL COMMUNITY RESOURCE AND TRANQUIL PUBLIC AMENITY THAT SERVES THE RESIDENTS OF SHAWNEE THROUGH THE PROVISION OF A HIGH-QUALITY AND PROTECTED SUPPLY OF WATER, ACCESS TO NATURAL AND RURAL LANDSCAPES, AND THE AVAILABILITY OF DIVERSE RECREATIONAL AMENITIES THAT SUPPORT THE PASSIVE ENJOYMENT OF THE LAKES AND SURROUNDING AREA.”

TO ACHIEVE OUR VISION, WE WILL....

EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES.

We will prioritize the protection of water quality and conservation of natural landscapes when considering growth and investment opportunities and public service initiatives.

PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES.

We will maintain and improve existing recreational assets, and provide new recreational opportunities that promote outdoor activity, generate community pride and elevate the quality of life of our residents.

PROMOTE FISCALLY RESPONSIBLE GROWTH PATTERNS.

We will prioritize the protection of water quality and conservation of natural landscapes when considering growth and investment opportunities and public service initiatives in the Twin Lakes area.

FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES.

We will enhance the delivery of public services to Twin Lakes residents and visitors that are essential to supporting our community's growth and development vision.

THE MASTER PLAN

The Twin Lakes are an essential resource for the City of Shawnee - supplying the community's drinking water and providing recreation opportunities for residents and visitors. This plan evaluates the development potential for Twin Lakes area properties for the next 20 years.

BUILDING THE PLAN

The Master Plan was commissioned by the Shawnee Board of Commissioners in response to previous planning initiatives, including the Shawnee Next Horizons Comprehensive Plan (2019) and a 2022 advisory committee report.

SHAWNEE NEXT HORIZONS COMPREHENSIVE PLAN (2019)

The City's long-term guide for growth and development throughout the City for the next 20-plus years. The comprehensive plan acknowledges the value of the Twin Lakes and surrounding properties to the City of Shawnee.

TWIN LAKES ADVISORY COMMITTEE PLAN (2022)

The Twin Lakes Advisory Committee was created by the City to identify key issues related to the use of the Twin Lakes. The committee's final report included three overarching recommendations, including **1)** Provisions for improved safety and security, **2)** Potential commercial and residential uses, and **3)** Necessary enhancements to recreation facilities.

The development of this Master Plan was recommended by the Advisory Committee.

WHY NOW?

As Shawnee continues to grow, the importance of protecting Twin Lakes from the accompanying pressures of growth increases. This Master Plan presents policies, strategies, and investments in the study area that are designed to balance growth, conservation and service delivery. The plan addresses common themes identified throughout the planning process including: water quality, preservation, future development patterns, housing options, and public infrastructure and services.

OUR MASTER PLAN VISION

The Master Plan's vision is presented on the facing page. The **vision statement** reflects Shawnee's aspirations for the future of the Twin Lakes area. It is supported by four **guiding principles**, or 'value statements' that introduce the methods by which the community will achieve its vision.

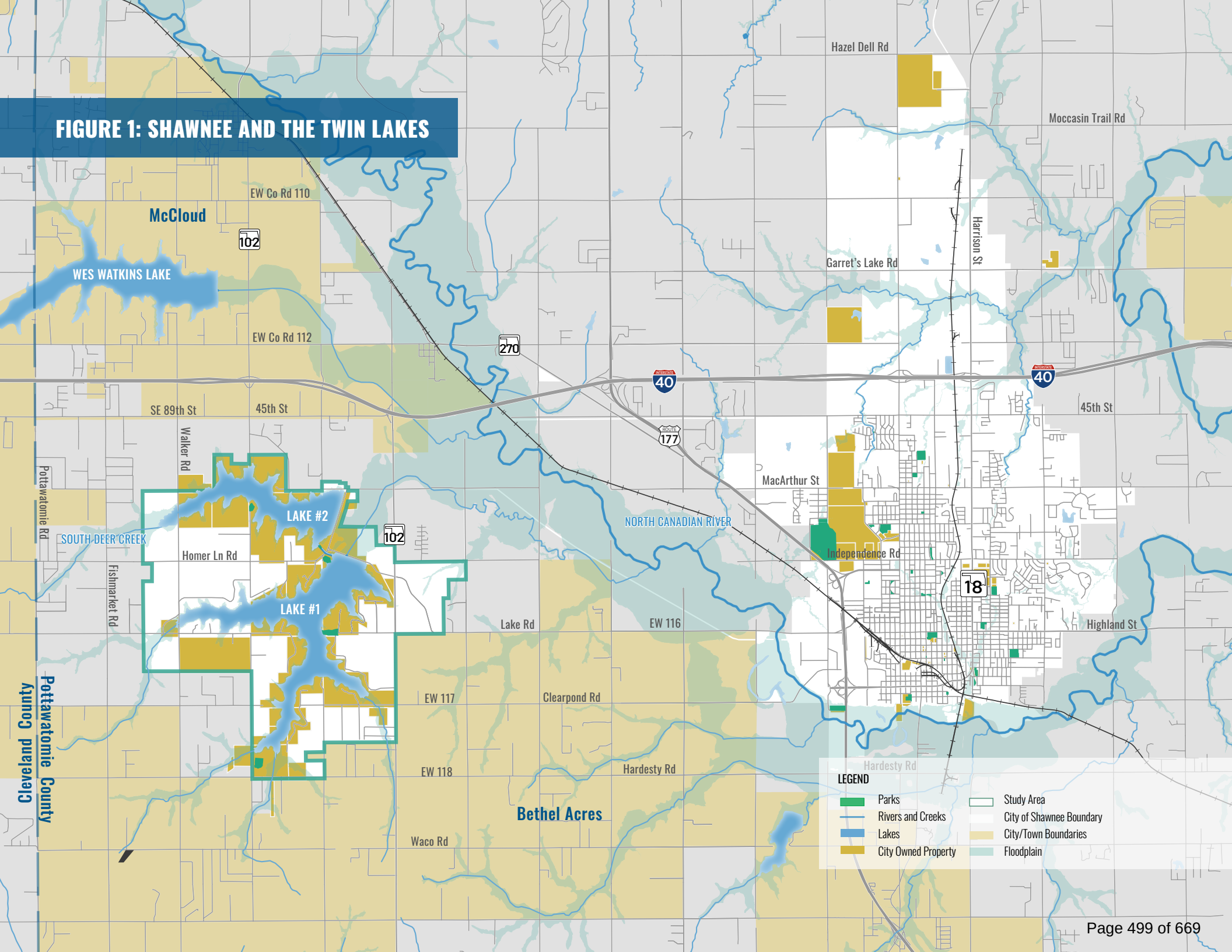
This Master Plan's vision is implemented via actions and strategies contained in the work program presented within this report.



“**SHAWNEE'S LAKE AREA IS A BEAUTIFUL PART OF THE COMMUNITY AND GREAT ASSET WITH THE POTENTIAL TO BE AN EVEN STRONGER AMENITY.**”

- Shawnee Next Horizons Comprehensive Plan (2019)

FIGURE 1: SHAWNEE AND THE TWIN LAKES





THE STUDY AREA

THE CITY OF SHAWNEE

The City of Shawnee is located approximately 30 miles east of the growing Oklahoma City metroplex. Shawnee covers roughly 48.6 square miles, and is home to 31,361 residents¹. The City is expected to grow by approximately 19 percent to **37,198 residents²** by 2040. While much of the growth is anticipated within the City's proper limits (i.e., eastern Shawnee), some population growth is expected in the Twin Lakes study area.

Shawnee's residents have access to a variety of quality of life enhancing services, including a lively downtown, a variety of entertainment opportunities, and a healthy economy. Residents are provided with recreational opportunities on land and water, with access to parks throughout the City, and access to the Twin Lakes.

THE TWIN LAKES

The Twin Lakes study area is located roughly 8 miles west of Shawnee proper and encompasses approximately 12 square miles of land (see **Figure 1**, facing page). Approximately 52 percent of the land in the study area is owned by the City of Shawnee³. The study area is primarily rural in nature, with limited commercial uses along OK-102. Residences include large lot single family homes and smaller lots leased from the City of Shawnee or the State of Oklahoma (via the Commissioners of the Land Office). The study area is served by multiple parks owned by the City which provide access to the shorelines and waters of Lake #1 and Lake #2. The two lakes are separated by a canal which can be closed during times when water levels are lower.

Most municipal services, including offices and equipment, are located in Shawnee proper. Water and sewer is not available in the study area and roadways are maintained to a 'rural' standard. Emergency services to the study area must be dispatched from distant locations creating longer response times for emergencies. In most cases Fire and EMS teams will access the study area using I-40 instead of using the local roads due to roadway constraints.



PRE-PLANNING CONDITIONS & THEMES...

A review of previous planning documents and preliminary discussions with residents and stakeholders revealed common perceptions about conditions in the Twin Lakes study area. (Note: Not all-inclusive)

- **Shoreline development practices and recreational activities impact water quality.**
- **Parks within the study area do not provide adequate amenities and facilities.**
- **Many Shawnee residents are unaware of the amenities at the Twin Lakes.**
- **Access to the study area is limited, and roadway conditions vary.**
- **Dilapidated docks and infrastructure create potentially hazardous conditions.**
- **Residents of the study area do not have easy access to many municipal services.**

1. 2020 Decennial Census
2. Next Horizons Comprehensive Plan (2019)
3. Potawatomi Property Appraiser

ENVISIONING TWIN LAKES

The Twin Lakes master planning process included seven principal phases - each of which produced information that is an essential component of this Master Plan guide.

- **COMMUNITY ANALYSIS.** Pre-existing city plans and studies were analyzed to provide a starting point from which to understand the long-standing issues and perceptions about the Twin Lakes.
- **VISIONING.** Stakeholder and public engagement activities were conducted to verify perceived needs, issues and challenges, and to create a vision statement and guiding principles. The resulting 'vision' serves as the framework on which the Master Plan's work program is based.
- **MARKET ASSESSMENT.** An assessment of outdoor recreation-based tourism was conducted comparing Twin Lakes' recreation offerings with lakes of similar size in the state. The assessment provided an understanding of how recreation improvements at the lakes may generate new revenues from tourism.
- **FISCAL ASSESSMENT.** A fiscal assessment of City revenues and expenditures to illustrate how land uses and development patterns in Twin Lakes may impact Shawnee's overall budget. The fiscal assessment was used as a foundation for preparing possible study area growth scenarios.
- **GROWTH SCENARIOS.** Three growth scenarios were created representing potential future development patterns for the study area. The scenarios considered the costs associated with various types of development. Lessons learned served as the basis for creating the Master Plan's future land use plan.
- **FUTURE LAND USE PLAN.** The final future land use plan is the graphic representation of the growth patterns that will be promoted in the study area by the City of Shawnee.
- **IMPLEMENTATION.** A series of strategies were identified for the successful implementation of the plan over the next 20 years. The strategies include recommended near-term and long-term policies, investments, and programs.

WELCOME! COME IN AND SHARE YOUR THOUGHTS!!!

The Twin Lakes master planning offered opportunities for online and in-person input from Shawnee's residents, property owners and lease-holders.

ADVISORY COMMITTEE

A group of key community members was appointed by the City to oversee the planning process. The committee met six times during 'decision points' in the planning process.

CITY STAFF

City staff members provided technical support, and reviewed analyses and recommendations to prepare for their roles in eventual Master Plan implementation.

FOCUS GROUPS

A series of meetings were held with community members and interest groups focused on specific topics related to the study area.

COMMUNITY

A community-wide survey, two open houses, and a project web page allowed residents to participate in the planning process.





PREFERENCES AND POTENTIAL

The Master Plan's assessments and public input activities affirmed many of the issues that were revealed at the beginning of the planning process. New themes were also identified which offered greater insight to the opportunities that may exist to leverage the untapped potential of the Twin Lakes. **Actions to address these themes, and other associated topics are located in the future development plan and work program sections of this report.**

REVENUES AND EXPENDITURES

Twin Lakes residents live in a rural setting far from the core public services offered to an urban population. Annual expenditures to provide basic municipal services to Twin Lakes residents far exceeds revenues generated by study area household and is disproportionate to the study area population. **Revenue potential may be enhanced by a greater number of non-residential land uses and/or higher density development patterns.**

PUBLIC SAFETY SERVICES

Police, Fire and EMS response times are inhibited by distance to the study area and indirect routes. **Infrastructure enhancements to reduce Fire and EMS response times will need to occur at key locations (e.g. bridges, underpasses) outside of the study area.**

Public safety issues are further exacerbated during months of peak visitation to the lakes. With limitation on the frequency of police patrols within the study area, **visitor behaviors may be improved with better management of recreation area access and capacity.**

GROWTH POTENTIAL

Growth potential is constrained in the Twin Lakes area due a preference by residents to maintain a rural lifestyle and the expense of installing public infrastructure. **Higher-intensity growth patterns supported by public water and sewer might be feasible in the long-term if channeled to specific locations.** Most study area properties could retain low-intensity development patterns, but the feasibility of growth area infrastructure may require that services extend to targeted properties outside of current municipal limits.

RECREATION MARKET

There has been sustained growth in camping across the country and Oklahoma – led by a primary market of highly-educated and high-income householders. **Allowing for the further development of outdoor recreation amenities and accommodations (both public and private) in the study area can be 'low-impact' to the landscape and provide for immediate revenue-generating opportunities.** Twin Lakes' activities and amenities should be specialized to reduce competition with lakes in the surrounding region.

CODE ENFORCEMENT

Public safety, water quality and area aesthetics are increasingly affected by deteriorating structures eroding shorelines and unmaintained properties. **Permitting processes and code enforcement policies may be modified to reduce hazards within the lakes and to maintain the value of property owner and lease-holder investments.**

RESOURCE PROTECTION

Maintaining the water quality and lands of Twin Lakes was a consistently high priority for most participants of the master planning process. **Protection of these vital natural resources requires both additional conservation measures and management of lake access.** A package of enhanced land development and clearance processes, proactive code enforcement measures and more robust permitting for access to the water can collectively serve to better maintain the qualities of the waters in Twin Lakes.

THE FUTURE DEVELOPMENT PLAN

The Twin Lakes Master Plan's Future Development Plan serves as a new blueprint for how the lands of the Twin Lakes study area will develop and be utilized over time. Based on the assessments conducted for this master planning process, and public and stakeholder feedback, the resulting Twin Lakes Future Development Plan map (see [Figure 2](#), page 12) and accompanying 'place type' descriptions serve as a visual representation of where development of varying types should be directed.

The Future Development Plan is only a part of the City's policies related to Twin Lakes' growth and development. Corresponding policies, practices, strategies and actions are also outlined in the Work Program section of this report. Adherence to and application of the land use, transportation, infrastructure, conservation and other topic-specific Work Program recommendations is necessary to implement the Future Development Plan in a contextually sensitive manner and to ensure consistency with this Master Plan's vision and guiding principles.

“OVER 83 PERCENT OF TWIN LAKES STUDY AREA LANDS ARE RESERVED AS RURAL OR CONSERVATION PLACE TYPES.”



FEATURES AND CONDITIONS

Although representing the City of Shawnee's official policy for study area growth and development, the Twin Lakes Future Development Plan depicted in this report is influenced by prominent pre-existing features and conditions. This Master Plan's accompanying work program includes strategies to ensure that these influencing characteristics are accommodated, modified or mitigated as necessary to facilitate changes advocated by the Master Plan.



LAND USE

Over 69 percent of all study area land is currently used for non-commercial uses. **Low density land uses should be retained on over 46 percent of study area properties.**



ZONING

Over 71 percent of all study area land is zoned for low-density residential uses. **The rezoning of some study area property may occur in conjunction with the availability of necessary public services.**



OWNERSHIP

The City of Shawnee owns roughly 52 percent of all land in the study area. **The City should survey and plat clear lease lot boundaries to accommodate mixed land uses and a variable fee structure.**



CHARACTER

The rural study area character is largely unimpaired by the visual clutter that can accompany unregulated higher intensity development. **Uniform design standards should be prepared for new development.**



NATURAL FEATURES

Many shoreline properties retain natural land cover, with a high percentage of shoreline property being heavily wooded. **Natural shoreline buffers be maintained and expanded.**



WATERSHED

The Twin Lakes have limited creeks feeding into the watershed, resulting in a lower recharge rate. **Watershed conservation methods must address development patterns and lake access.**



PUBLIC SERVICES

The provision of public services in the study area is limited due to its distance from the core of the city. **Near-term public service investments should focus on improving emergency response times.**



RECREATION

Study area parks and lake access points are in a state of deferred maintenance. **Capital park investments should promote visitation and include methods to increase the collection of fees.**

CREATING THE FUTURE DEVELOPMENT PLAN

The Twin Lakes Future Development Plan was created through a process called 'scenario planning.' Alternative futures for the Twin Lakes study area were imagined and mapped during a workshop with the Master Plan's Advisory Committee. The revenue potential of each potential growth scenario was measured to determine its long-term impact to Shawnee's financial stability. **Three scenarios were evaluated.**

BASE SCENARIO: BUSINESS AS USUAL

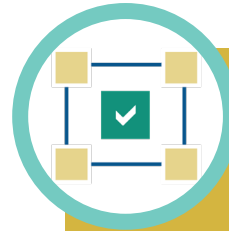
The "Business as Usual" scenario was a foundation to build upon. This scenario was based on continuing historic study area growth patterns with no changes to how the City collects revenues or provides public services. This scenario assumes an estimated annual deficit of nearly \$500,000 dollars to provide basic municipal services and does not improve recreational facilities.

SCENARIO A: STEP IT UP A NOTCH

The "Step It Up" scenario assumes an increase in residential development east of the lakes, the expansion of small-scale commercial development along OK-102, and the addition of new recreational amenities to support lake users. This scenario increased revenues for the City but still resulted in an annual deficit.

SCENARIO B: THINK BIG

The "Think Big" scenario assumes the provision of water and sewer to some study area properties, increased residential densities and commercial uses along the east side of the study area. Additional recreation areas are dispersed around the lakes. This scenario resulted in an annual deficit to the City due to insufficient development intensities to support the proposed infrastructure expansion.



CONSENSUS SCENARIO

The Twin Lakes Future Development Plan is based on a "Consensus Scenario." The Consensus Scenario blends elements of the prior scenarios - balancing the desire to retain the rural character in much of the study area with targeted increases development intensities that warrant the provision of municipal infrastructure.

Key Consensus Scenario Parameters:

- **Population Growth.** A presumed 2000-person increase in current study area population is assumed over a twenty-year period. This is a slightly higher rate of growth than projected for the City as a whole.
- **Infrastructure.** The scenario assumes the eventual provision of public water and sewer to property on the east side of the study area flanking OK 102.
- **Study Area Boundaries.** The feasibility of providing municipal water and sewer to the study area may require the provision of services to properties that are currently outside of the study area boundaries.
- **Build-out.** Only a small-percentage of residential and commercial parcels are projected to be built-out over the 20-year planning horizon to meet projected population growth. Additional development may be accommodated over an extended period of time.
- **Time Frame.** Full build-out of the scenario may take longer than a 20-year planning horizon.



USING THE FUTURE DEVELOPMENT PLAN

PLACE-BASED LAND USE PLAN

The Twin Lakes Future Development Plan map ([Figure 2](#)) establishes formal policy for future land use and development in the Twin Lakes study area. The future development map depicts the concept of 'place types' whereby land may develop with varying combinations of land uses, and according to particular building and site design characteristics. In addition to other adopted municipal plans, **Shawnee's Future Development Plan for Twin Lakes includes 12 distinct place types applied to property in the study area. [See the companion technical report for detailed place type descriptions.](#)**



PLAN ALIGNMENT

The place-based planning approach applied to the Twin Lakes Master Plan aligns with the land use framework adopted as part of the Shawnee Next Horizons Comprehensive Plan (2019). Ten of the 12 place types depicted in the Twin Lakes Future Development Plan map originate from the comprehensive plan but have been updated and redistributed on a case-by-case basis in this Master Plan.

FUTURE DEVELOPMENT PLAN INTERPRETATION In considering development proposals and zoning decisions for Twin Lakes study area properties, policy makers, plan implementers, developer and the public should make the following assumptions:

GENERALIZED MAP⁴

The Future Development Plan map should be interpreted generally and is not intended to provide the specificity or the rigidity of a zoning map or engineering document.

The boundaries between land uses on the map are “fuzzy” lines and are meant to show approximate areas for transition, rather than rigid boundaries. The exception to this are those areas that preserve floodplains and wetlands.

PROPERTY OWNERS DECIDE⁴

The Future Development Plan map depicts new land uses for privately owned properties. The transition of these properties from their current use to the depicted use is expected to occur slowly over time, in response to market demands, as property owners voluntarily sell, develop, or change the use of their land, or in the case of municipal properties, at the time the City chooses to promote new investment opportunities.

STREET CONNECTIVITY⁴

Critical arterial and collector street connections are specified on the Future Development Plan map, though the exact routes will depend on detailed engineering studies. Local streets will be determined as development occurs.

PRECEDENCE

The distribution of place types on the Future Development Plan map differs than those in the Shawnee Next Horizons Future Land Use Plan. New place types have also been added to the Future Development Plan while pre-existing land use classifications have been modified on a case-by-case basis.

Where such variations exist, the provisions of this Master Plan will take precedence.

4. Derived from Shawnee Next Horizons Comprehensive Plan (2019)

TWIN LAKES FUTURE DEVELOPMENT MAP LEGEND*



RURAL PLACE TYPES*

LAKE DISTRICT PLACE TYPES*

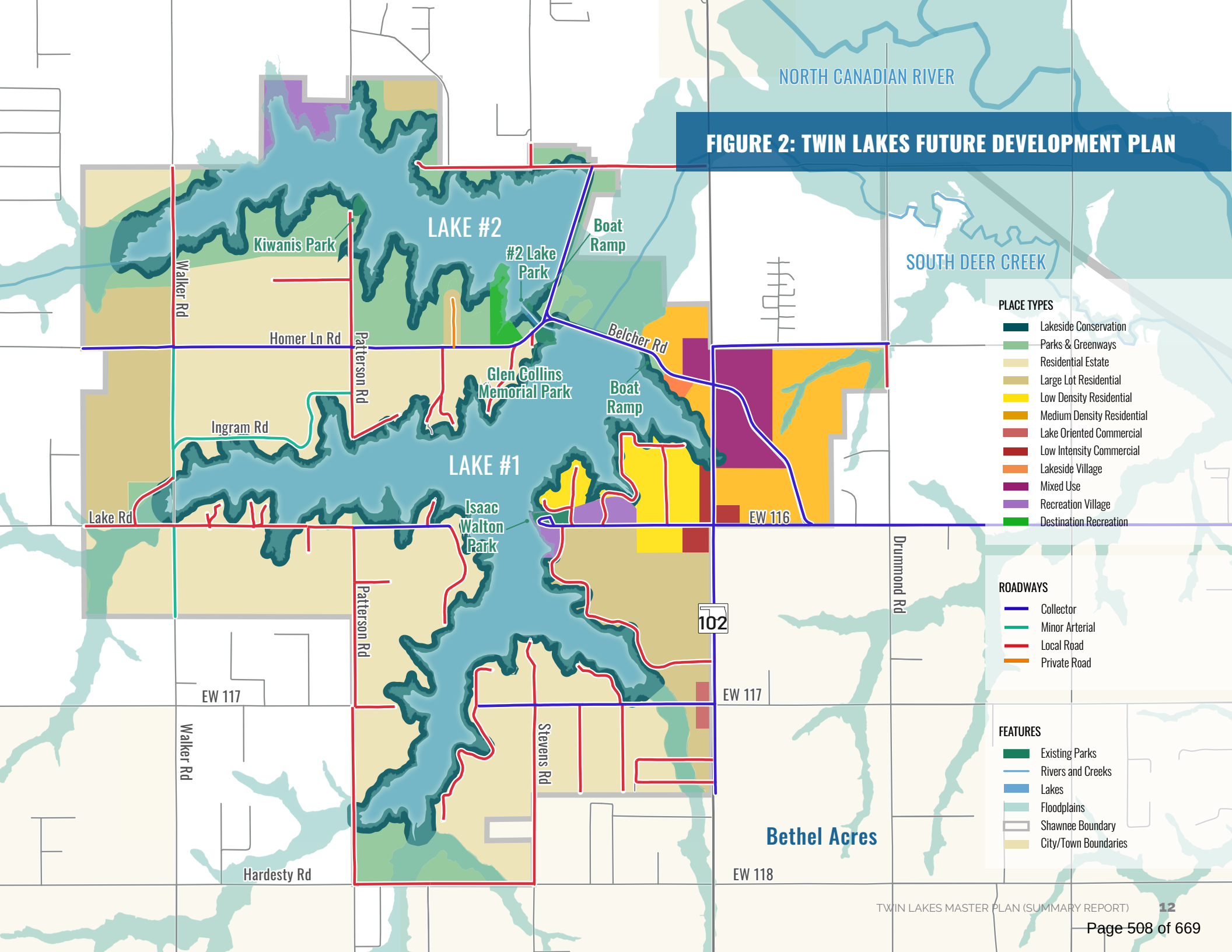
CONSERVATION PLACE TYPES*

PLACE TYPES

	ACRES	% OF AREA
 RESIDENTIAL ESTATE. Areas for large lot (5+ acre) rural living. May include themed or clustered subdivisions to preserve open space.	2584	48%
 LARGE LOT RESIDENTIAL. Neighborhoods emphasizing single-family detached homes on lots greater than one acre.	741	14%
 LAKE ORIENTED COMMERCIAL. Small-scale commercial services supporting resident and visitor recreational activities.	49	1%
 LOW DENSITY RESIDENTIAL. Neighborhoods emphasizing single-family detached homes with other single-family housing products permitted on case-by-case basis.	236	4%
 MEDIUM DENSITY RESIDENTIAL. Neighborhoods incorporating mixed housing including single-family detached, single-family attached and townhouses.	418	8%
 LOW INTENSITY COMMERCIAL. Commercial services for the immediate area but may also draw customers and employees from the larger city.	65	1%
 MIXED USE. Areas Diverse and complementary uses in close proximity. Higher-density mix of housing, retail, office, and services.	138	3%
 LAKESIDE VILLAGE. Mixed lakefront commercial and residential uses.	5	<1%
 DESTINATION RECREATION. Concentration of recreation, amusements and accommodations that provide unique entertainment and promote tourism.	4	<1%
 LAKESIDE CONSERVATION. Overlay area along the lakeside for shoreline protection.	N/A	N/A
 PARKS AND GREENWAYS. Areas intended to remain undeveloped and natural in character, and support low-impact recreational activities.	991	19%
 RECREATION VILLAGE. Low-impact overnight accommodations and services that support passive outdoor recreation activities.	99	2%

*See the Twin Lakes Master Plan's technical report for detailed place type development parameters.

FIGURE 2: TWIN LAKES FUTURE DEVELOPMENT PLAN



OUR WORK PROGRAM

OUR FUTURE DEVELOPMENT PLAN FOR TWIN LAKES REPRESENTS A LONG-TERM FUTURE THAT WILL OCCUR OVER AN EXTENDED TIME FRAME.

As we take steps to facilitate this future growth and development scenario however, we will initiate other actions to achieve our broader study area vision for the benefit of today's residents and visitors, and our natural resources.

Our Work Program includes over 64 recommended actions which can create a Twin Lakes that is more broadly enjoyed, environmentally secure, and better served than today.

ACTIONS BY TYPE

POLICIES AND PROGRAMS

Operational changes to enhance the delivery of public services to study area residents and visitors consistent with the Plan vision. Includes new or modified policies, programs, procedures, regulations, studies, and revenue generating arrangements.

INVESTMENTS

Anticipated near-term and long-term expenditures to implement the Twin Lakes growth and development vision. Includes large capital expenditures for infrastructure and amenity improvements and operational expenses to account for anticipated administration and maintenance needs.



ACTIONS BY TOPIC



Work Program actions are distributed across six grouped topics discussed in more detail within this Master Plan's companion technical report.

- **Growth Patterns.** Includes policies and practices that support the long-term implementation of the Future Development Plan.
- **Mobility.** Activities and investments to improve connectivity and access through and within the study area for motorists, bicyclists and pedestrians.
- **Utilities.** A mix of near-term enhancements to improve current service delivery and long-term actions to promote the Future Development Plan's build-out scenario.
- **Recreation.** Initiatives and investments to diversify recreational offerings and to increase visitation and revenue potential. Conceptual plans to improve the programming of City-owned recreation areas.
- **Public Safety.** Policies and investments to improve emergency service response times and to create a safer environment and experience for residents and visitors.
- **Natural Resources.** Methods to mitigate development impacts on study area water quality and to promote long-term resource conservation.

WORK PROGRAM PARAMETERS

Our Work Program initiatives and investments for Twin Lakes vary greatly by cost and scale. Each action listed in **Figures 2** through **7** (pages 15 through 36) includes details on preferred time frames for implementation, general costs, anticipated municipal action leaders, and guiding principles observed. Work Program parameters include:

- **STRATEGY TOPIC AND TYPE.** As described on the facing page.
- **TIMEFRAME.** Divided into short, mid, and long-term and reflects: **A)** An action's priority as determined during the planning process; and/or, **B)** Chronological order where the initiation of an action may be dependent on a prior action.
- **COST RANGES.** Planning level cost estimates for each listed action in 2023 dollars. Instructional only. All costs listed herein require further study or schematic design.
- **COORDINATING AGENCY.** The primary City department(s) which may oversee implementation efforts for individual actions. "Oversight" suggests that the coordinating City agency may lead implementation efforts or may facilitate or support implementation by partnering agencies. Where the City Manager's Office is placed in the Coordinating Agency column, it may be interpreted that the action has not yet been delegated or that one of the divisions within the City Manager's Office will be responsible for coordinating the action.
- **POTENTIAL PARTNERS.** One or more entities that may participate in implementing an individual action. May include City departments and non-municipal entities. Non-municipal partnering agencies (public or private) may lead implementation or may support the identified implementing City agency.
- **GUIDING PRINCIPLES.** Guiding Plan principles which are promoted or supported by the listed action.
- **CORRESPONDING STRATEGIES.** References to other associated Plan initiatives which may influence, or be influenced by, the listed action.

Image Source: Beth Hatley



WHERE DO I FIND IT?

Work Program overview and actions by topic are located on pages 15 through 36. Fast-forward to the topics of your choice here:

GROWTH PATTERNS

Go to pages 15 through 16

MOBILITY

Go to pages 17 through 20

UTILITIES

Go to pages 21 through 22

RECREATION

Go to pages 23 through 28

PUBLIC SAFETY

Go to pages 29 through 32

NATURAL RESOURCES

Go to pages 33 through 36



WANT TO KNOW MORE?

Please view the Master Plan's companion technical report for detailed descriptions of each recommended Work Program action.

GROWTH PATTERN RECOMMENDATIONS



Lakeside commercial growth promoted by Future Development Plan should promote the Twin Lakes as a destination - generally small in scale with elevated design treatments employing local natural accent materials (e.g. wood, stone)
Image Source: Drippingwithtaste.com

GROWTH PATTERNS IN THE TWIN LAKES STUDY AREA WILL ADHERE TO THE FUTURE DEVELOPMENT PLAN AS DESCRIBED BEGINNING ON PAGE 7. Nonetheless, there are accompanying strategies that may be implemented which will influence the **character** and feasibility of future development that is permitted within the study area.

Lot Lease Program. While the creation of the leased lots provide revenues to the City, the delineation of the lots are not clearly identified and fees for lease lots may not be consistent with market rates. The City should continue to survey and plat lease lots. A consideration of existing fees, as well as any future lease program fees should be evaluated to ensure they are consistent with market demand.

Lakeshore Protection Overlay. The Lakeshore Protection Overlay Zone is only applicable for leased properties along the lake. The overlay should apply to the entire lake and provide stricter native buffering and vegetation requirements to protect water quality standards.

Lake Specific Development Patterns. Generally, development patterns along Lake 1 should remain the same, with enhanced recreation facilities to accommodate overnight stays and improvements to the boat ramps. Additional recreation services should be evaluated on Lake 2 to provide services on the lake and lake shore. These uses can support recreation-based tourism for the study area. Park enhancements with overnight stay accommodations should be included to allow for greater use of Lakes while maintaining a more natural character.

FIGURE 2 LISTS 7 RECOMMENDED POLICIES AND PROGRAMS TO FACILITATE STUDY AREA GROWTH PATTERNS.

FIGURE 2: GROWTH PATTERN STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policy & Programs								
G.1	Future Development Plan. Use the Final Development Plan to guide growth and development in the study area.	Policy	O	N/A	Community Development	City Departments (various)	G	
G.2	Lot Lease Program. Modify the lake lot lease program to help offset the costs of providing public services.	Various	S	\$\$\$	City Manager's Office	Engineering	G	
G.3	Improvement Districts. Evaluate the adoption of an Improvement District for property within Lake District place types to help fund infrastructure projects.	Revenue	L	N/A	City Manager's Office	Community Development, Engineering	G	
G.4	Study Area Design Standards. Adopt design standards for non-residential development in the Twin Lakes area.	Regulation	S	\$	Community Development		G	M1
G.5	Conservation Development. Prepare and apply conservation subdivision standards.	Regulation	S	\$	Community Development		G	G7
G.6	Destination Recreation. Incentivize private investment in "Destination Recreation" attractions and accommodations.	Capital	M	\$\$\$	City Manager's Office	Community Development, Parks and Rec, Tourism	G, R	
G.7	Lake 2 Shoreline. Reserve a perpetual conservation buffer around Lake 2.	Policy	M	N/A	City Manager's Office	Community Development	G, R	G5, NR2

*Types of Strategies:

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

**Timeframe:

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

***Cost Considerations:

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

****Guiding Principle:

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

MOBILITY AND ACCESS RECOMMENDATIONS



Lake Road bridge has a weight load that cannot hold most of the Shawnee fire fleet (above). Improvements to the bridge would allow more direct access to the study area via Lake Road as opposed to I-40.

STUDY AREA CONDITIONS

Roadways. The low-density roadway network in the Twin Lakes study area includes a mix of bordering and bisecting minor arterial and collector thoroughfares, and intersecting local roads. Other than State Highway (OK) 102, most study area roads are owned and maintained by the City of Shawnee.

Roadway cross-sections in the study area are indicative of a rural areas, with open ditches for drainage and no pedestrian facilities (paved shoulders are limited to OK 102). Low population densities and traffic volumes result in minor arterial and collector roadways being limited to two travel lanes and negates the need for signalization at intersections.

While the minor arterial and collector thoroughfares are paved, most of the local roads are surfaced with gravel. While pervious surface materials are more affordable for the City to purchase, consistently maintaining gravel roadways that is satisfactory to study area residents is an ongoing and time-consuming challenge.

Twin Lakes Study Area Roadways (2023)

Road Classification	Approx. Miles	Percentage
Minor Arterial	2.5	8%
Collector	11.9	36%
Local	18.2	56%
Totals	32.6	100%



Active Transportation. There are no facilities for pedestrians or bicyclists in the study area. The Shawnee Next Horizons Comprehensive Plan (2019) includes a goal to provide better connectivity throughout Shawnee through a, "...connected network of trails, sidewalks, bicycle facilities, and roadways." Applying this goal to Twin Lakes aligns with community preferences to include trails as a key recreational amenity.

WORK PROGRAM

As the Twin Lakes population grows, it will be critical to enhance access to and mobility within the study area. Near-term mobility network improvements should provide enhanced access to the study area for emergency service vehicles and promote increased longevity of unpaved road surfaces. Long-term improvements should include the gradual implementation of urban roadway standards for new development in Lake District Place Types.

Multi-modal access opportunities in the study area should also be provided for recreation and transportation. (The pending draw down of Lake #1 and levee improvements offers a prime opportunity to incorporate trail connectivity between the lakes.) Incorporating bicycle and walking facilities within the study area, and special transit routes from Shawnee proper during events or peak visitation, can provide better access to lakeside recreation areas and future development.

FIGURE 3 (PGS. 19 & 20) LISTS 11 RECOMMENDED POLICIES AND INVESTMENTS TO ENHANCE STUDY AREA MOBILITY AND ACCESS.

Soft surface trails (right) can blend into natural and rural settings while providing access to recreation and transportation options.



FIGURE 3: MOBILITY AND ACCESS STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
M.1	Roadway Cross-sections. Adopt roadway cross-sections for the Twin Lakes area to include multi-modal transportation elements, such as shoulders, sidewalks, or trails.	Policy	S	N/A	Engineering	Community Development	G, P	G4
M.2	Roadway Improvement District. Consider adopting a roadway improvement district in the study area.	Revenue	M	\$	Finance	Engineering	P	
M.3	Capital Improvements Plan. Create metrics to incorporate transportation needs into the Capital Improvements Plan.	Policy	O	N/A	City Manager's Office	Engineering	G, P	U.3
M.4	Transit Opportunities. Create transit options to provide accessibility to future study area attractions and events.	Partnership	L	N/A	City Manager's Office	Community Development, Tourism, COTS	G, P	
M.5	Trails and Bikeways. Conduct a feasibility study to prioritize and phase study area trail and bikeway design and construction.	Study	S	\$\$\$	Engineering	Parks and Rec	G, R	R4, R31 - R34

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

FIGURE 3: MOBILITY AND ACCESS STRATEGIES (CONT.)

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Investments								
M.6	Levee Improvements. Evaluate improvements to protect the integrity of the levees, improve access by large vehicles, and incorporate a trail system.	Capital	O	\$\$\$\$\$	Engineering		P	M5, R31
M.7	Bridge Improvements. Initiate improvements to the Lake Road bridge to accommodate Fire/EMS vehicles and RV travel.	Capital	M	\$\$\$\$\$	Engineering		P, R, G	
M.8	Underpass Improvements. Lower the grade of Benedict Street between Kennedy Ave. and Daley St. to allow for Fire/EMS vehicles to traverse under the railroad crossing.	Capital	L	\$\$\$\$\$	Engineering		P	
M.9	S. McCloud Road. Upgrade South McCloud Road to provide RV/travel trailer access to the Recreation Village on the north side of Lake 2.	Various	L	\$\$\$\$	Engineering	County, City, City Manager's Office	P, R, G	
M.10	Lake Road Realignment. Relocate Lake Road between Brown Road and Burlison Road away from the edge of Lake 1.	Capital	L	\$\$\$\$\$	Engineering		P, N	
M.11	Glen Collins Park Intersection. Commence design work for the improvements at the intersection of Belcher Road, Homer Lake Road, and Lake 2 Dam Road.	Capital	M	\$\$\$\$\$	Engineering	Public Works, Parks and Recreation, Community Development	P, R, G	Glen Collins Park Improvements

UTILITY RECOMMENDATIONS

STUDY AREA CONDITIONS

Water and Wastewater. While the Twin Lakes serve as Shawnee's primary water source, public water and sewer is not available in the study area. The nearest municipal pipe connection for water and sewer is approximately eight miles to the east, in Shawnee proper. All properties within the study area are served by private wells and septic systems, including those along the lake shore.

The Pottawatomie County Development Authority (PCDA) operates a rural water district to the east and south of the study area, outside of the municipal limits but it does not provide access to sewer. Despite the close proximity, no study area properties are served by the PCDA.

Other Utilities. Twin Lakes residents receive electric and gas services from third party companies, such as Oklahoma Gas and Electric (OG&E), Canadian Valley Electric, and Oklahoma Natural Gas (ONG).

WORK PROGRAM

The higher development intensities promoted within the Twin Lakes Future Development Plan's Lakes Area Place Types are dependent on the eventual provision of public water and sewer to the study area. Given the significant up-front public expenditures that would be required of the City to extend water lines to the site, and to develop a small wastewater treatment facility, prospects for corresponding private development to occur must be high (in the form of substantially sized "destination recreation" or other planned development) to ensure an immediate customer base. **The City should strongly consider soliciting public and/or private development partners to facilitate the future development patterns recommended by this master plan.**



The City will need to evaluate funding sources, user fees, and policies related to eventual system expansion to ensure adequate long-term capacity and immediate revenue opportunities for the provision of service. As the population continues to grow and expand, additional investments in telecommunications service should be evaluated to eliminate weaknesses in coverage zones.

FIGURE 4 (PG. 22) LISTS 7 RECOMMENDED POLICIES AND INVESTMENTS TO ENHANCE STUDY AREA UTILITIES.

Figure 4 Footnotes

*Types of Strategies:	**Timeframe:
Study: Follow-up analysis or investigation required to determine the best solution.	S - Short-Term: 1-3 years
Regulation: New regulation or change to existing regulation requiring City Council action.	M - Mid-Term: 3-5 years
Policy: New or modified formal process or procedure that guides City decisions.	L - Long-Term: 5+ years
Partnership: Formal or informal agreement with an external entity to pursue shared goals.	O - Ongoing or Immediate
Revenue: New fee or revenue collection opportunity to support public projects.	
Program: A city initiative related to education, recreation, or sports.	
Capital: New or modified capital expenditure for a project.	
Operational: New or modified program or staffing arrangement.	
***Cost Considerations:	
	\$ - Less than \$50K
	\$\$ - \$50K - \$100K
	\$\$\$ - \$100K - \$500K
	\$\$\$\$ - \$500K - 2M
	\$\$\$\$\$ - More than 2M
	N/A - Operation of policy change
	- no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
P: Facilitate the efficient delivery of public services
N: Embrace the stewardship of our natural resources
G: Promote fiscally responsible growth patterns

FIGURE 4: UTILITIES STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
U.1	User Fees. Adopt higher connection fees for utility users outside of the City limits.	Revenue	L	N/A	Public Works	City Manager's Office, City Clerk	P	U6, U7
U.2	Connections. Require new development to extend lines beyond the city's initial installation of pipes.	Policy	L	N/A	City Manager's Office	Engineering, Comm. Dev., Public Works	P	U6, U7
U.3	Capital Improvements Plan. Create metrics to incorporate utility needs into the Capital Improvements Plan.	Policy	O	N/A	Engineering	Finance, Public Works, City Manager's Office	G, P	M.3
U.4	Utility Master Planning. Integrate water and wastewater recommendations from this plan into any city-wide master plans.	Study	S	\$\$\$	Public Works	Engineering	P	
U.5	Telecommunications. Evaluate broadband, telecommunications, and wifi coverage throughout the study area and surrounding areas.	Partnership, Study	S	\$\$\$	Community Development	Engineering, Surrounding communities	G, P	
Investments								
U.6	Water Service. Extend a main water line to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.	Capital	L	\$\$\$\$\$	Public Works	Engineering	G, P	U4
U.7	Wastewater Service. Provide wastewater services to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.	Capital	L	\$\$\$\$\$	Public Works	Engineering	G, P, N	U4

RECREATION RECOMMENDATIONS

STUDY AREA CONDITIONS

The City of Shawnee maintains four (4) lakeside public recreation areas and two (2) boat ramps within the Twin Lakes study area. Motorized and non-motorized boats are allowed on both lakes while swimming, personal watercraft, and towables are limited to Lake 1. While Glen Collins Park provides some play spaces/amenities, most recreation area land-based amenities are accessory to and support water-based activities.

The City requires permits for specific uses at Twin Lakes including:

- **Boating.** Boating permits are required for all boats and personal watercraft. These permits provide the greatest source of recreation permit revenues for the City and can be purchased as a day-use permit or annual permit.
- **Fishing.** Fishing permits are required to fish along the shoreline or on Lake 1 and 2. Fishing permits can be purchased as a day-use permit or annual permit and can be purchased with boating permits as a combination set. Fishing permits are not required for individuals over the age of 65.
- **Hunting.** Hunting is allowed on city-owned property on Lake 1 and Lake 2 based on permitting, seasonal allowances, and a species-by-species basis (Div. 5 of the Code of Ordinances). Hunting permits yield little City revenue and are not required for individuals over the age of 65.
- **Camping.** Camping permits are required to use primitive (tent) campsites at Isaac Walton Park. The camping area does not accept reservations.
- **Gathering Spaces.** Covered pavilions can be rented for \$25 dollars per 3-hour block.

There are three options to purchase permits for the Twin Lakes. The City's Parks and Recreation web page provides a link to purchase permits online, cash drop boxes are available at the parks, or a resident can purchase permits at the Recreation Center in person (during regular Monday - Friday business hours). Permitting enforcement is difficult with the current system, as there are not stickers for boats nor is there clear guidance on if printed permits are necessary.

WORK PROGRAM

Participants in the Twin Lakes master planning process recognized the potential for lakeside recreation areas to be transformed into "destinations" that attract both local and regional visitors, generate sufficient revenues to offset operational costs, and promote community pride. The recreational market assessment conducted for this Master Plan confirms a growing market for outdoor recreation opportunities and associated accommodations and services. **Shawnee's pathway toward creating "destination recreation" at the Twin Lakes begins by increasing local visits with up-front investments that are supported by focused and deliberate efforts to capture additional revenues.**

Safety. The two principal (and contrasting) safety concerns at Twin Lakes are the rowdy lakeside and on-water behavior of visitors during peak summer months, and seclusion at camping areas during non-peak times. A dedicated police dock and vessel would quicken response time for emergencies and allow the patrol the lakes more readily. Minimum services (e.g. gates, showers, restrooms, laundry, etc.) should be provided to all current and proposed camping areas not only to provide a higher level of comfort to potential visitors, but to enable the recruitment of resident security or camp hosts.

Investments. While recent investments have been made to replace the recreation area restroom facilities, the City acknowledges that current revenues limit its ability to address other maintenance needs within a desirable time frame. Some apparent needs include:

- Relocation of swimming beaches to reduce maintenance needs.
- Additional waste receptacles at picnic tables with grills.
- Replacement of the children's play equipment.
- Develop a strategy to best implement accessibility at the kayak launch, including, but not limited to possible relocation.
- Lake 1 boat ramp maintenance.
- ADA improvement measures (i.e. accessible routes to picnic tables, kayak launch, etc.).
- Improvements to pavilions to modernize the facilities.

These issues are referenced as part of site-specific conceptual plans that were prepared for each of the Twin Lakes recreation areas (summarized on pages 27 and 28). Detailed information can be found in the Master Plan's technical report.



Revenues. Revenues derived from the existing permitting process are limited and are not sufficient to pay for current maintenance needs, much less to fund additional amenities. The City's near-term approach for reducing revenue shortfalls is three-tiered: **A)** Improving existing permitting process; **B)** Making all recreation areas fee-access; and **C)** Investing in enhanced overnight accommodations. Adjustments to permitting processes may include:

- Boat stickers to easily identify those who have a permit.
- Printed or digital permits for hunting and fishing.
- Camping reservations accompanied by a permit.
- Parking for non-trailer vehicles in City parking lots to monitor lake usage and increase revenues.
- Increased pavilion rental fees during busier months.
- Improvements to the online and on-site permitting systems to streamline permitting.
- Gates and fee stations at all recreation area access points.

FIGURE 5 (PGS. 25 & 26) LISTS 14 RECOMMENDED POLICIES AND INVESTMENTS TO ENHANCE STUDY AREA RECREATION.

(NOTE: ADDITIONAL RECREATION AREA-SPECIFIC RECOMMENDATIONS ARE SUMMARIZED ON PAGES 27 AND 28. DETAILS MAY BE FOUND IN THE COMPANION TECHNICAL REPORT.)

Camping at Isaac Walton Park (left). The outdoor recreation market assessment conducted for this Master Plan shows that rental rates and occupancy rates increase concurrently as overnight accommodations are enhanced. A concerted effort to invest in enhanced overnight accommodations (e.g., RV sites, yurts, cabins, lodges) can increase overall visitation and visitor expenditures.

FIGURE 5: RECREATION STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
R.1	Event Programming. Partner with host organizations to recruit revenue-producing events.	Program	M	\$\$	Tourism	Parks and Rec - Public Works	R	
R.2	Swimming. Allow swimming on Lake 2.	Policy	O	N/A	City Manager's Office	Parks and Rec - Public Works	R	NR.1, R17, R26
R.3	User Fees. Adopt user fees for lake uses, including parking, camping, fishing, boating, hunting, rentals, etc.	Policy	O	\$	Parks and Rec - Public Works	City Manager's Office	R	PSH.12, R12, R17, R20, R25, R28
R.4	Recreation Partners. Develop partnerships to help construct and maintain soft surface trails around Lake 2.	Partnership	S	N/A	Parks and Rec - Public Works	City Manager's Office, Engineering	R	
R.5	Private Vendors. Incorporate small scale commercial uses within lake parks.	Policy, Revenue	O	\$	City Manager's Office	Community Development, Tourism	R, G	
R.6	Boat Permits. Require permits for all boats operating on the lakes.	Policy	O	\$	City Manager's Office	Parks and Rec - Public Works, Police	R, P	PHS.3
R.7	Public Art. Incorporate cultural and public art elements into public parks.	Policy	O	N/A	Parks and Rec - Public Works	Community Development, Tourism	R	

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

FIGURE 5: RECREATION STRATEGIES (CONT.)

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
R.8	Plan Integration. Integrate the recommendations from this master plan into updated parks and recreation master plans	Study	S	\$\$\$	Community Development	Finance, City Manager's Office, Parks and Rec	R	
R.9	Lakes Recreation Fund. Create a designated fund to directly support the long-term operation and maintenance of recreation-related investments.	Regulation	S	N/A	City Manager's Office	Finance	R	
R.10	Master Plans. Prepare detailed master plans for each recreation area to generate precise programming, phasing, and cost estimates.	Study	O	\$ - \$\$\$	Community Development	Finance, City Manager's Office, Parks and Rec	R	
Investments								
R.11	Recreation Area Staffing. Create new park enforcement and maintenance positions to monitor and maintain park improvements, overnight stay areas, and park areas.	Operational	L	\$\$\$	Parks and Rec - Public Works	Finance, City Manager's Office	R, P	PSH.10, PSH.11
R.12	Permitting System. Implement a permitting payment system that uses current best practices and user-friendly technology.	Capital	O	\$\$	Parks and Rec - Public Works	Finance, IT, Police	R	
R.13	Marketing. Increase marketing for revenue-producing efforts at Twin Lakes.	Operational	O	\$\$	Tourism	Parks and Rec - Public Works	R, G	
R.14	Recreation Equipment. Purchase and rent equipment to boost study area recreational activities.	Capital	M	\$\$\$	Parks and Rec - Public Works		R	

TWIN LAKES RECREATION AREA RECOMMENDATIONS

The master planning process for Twin Lakes included the development of concepts for municipally-owned and operated recreational areas (parks) abutting Lake 1 and Lake 2. These concepts consider how each park might be "re-programmed" to: **A)** Enhance the daily experiences of visitors; and **B)** Increase revenue-generating opportunities to help fund long-term operations and maintenance activities.

Realization of the four recreation area concepts is viewed as a phased and multi-year endeavor. Successful development of these ideas will also be influenced by implementation of the Future Development Plan. Collectively, the recreational area investments recommended herein assume the following conditions:

- New camping options will be provided.
- Recreational areas will be fee access to boaters and motorists.
- Boat traffic will be limited by gated access and parking capacity.
- Site enhancements will include conservation measures including shoreline preservation.

GLEN COLLINS PARK⁵



Glen Collins Park is envisioned as the Twin Lake's premier lake destination catering to residents and visitors from the Oklahoma City and beyond. This fee-accessed area would consolidate recreational properties on Lake 1 and Lake 2 into one park.

Significant features may include an inclusive shoreline play area facing Lake 2, enhanced boathouse, trails network, RV camping area on Lake 1 in place of the current Glen Collins Park, and restored shorelines. Expansion opportunities may include public/private partnerships for lodging, event venues, and more.

(Applicable Strategies: R.15 - R.19)⁶

LAKE 1 BOAT RAMP



The Lake 1 Boat Ramp Park would remain Shawnee's principal access for motorized boating. Features include ramp and pier improvements, a new swim beach, hill top lawn and play areas, and supporting restrooms and concessions. This fee-accessed park would also be connected to an extensive multi-use trails system.

Space would be provided for a new police boat launch with the long-term option of facilities for additional pre-positioned public works and public safety equipment, and including potential office space for future staffing.

(Applicable Strategies: R.20 - R.24)⁶

5. The Glen Collins Park concept includes property facing Lake #2.

6. Actions found in the companion Technical Report.



ISAAC WALTON PARK



Isaac Walton Park can be transformed into a managed camping facility that provides upgraded RV facilities or other "glamping" opportunities for lake visitors and guests to the adjacent private events venue.

Isaac Walton Park amenities may include:

- **RV Camping.** Shaded RV spaces with water and electricity.
- **Glamping Options.** Furnished yurts, tents, Airstreams, or other.
- **Bathhouse.** Restrooms, showers, laundry, concessions, and gathering spaces for large groups.
- **Managed Access.** Gated and fee-access with camp host.
- **Nature Preserve.** Maintained tree canopy and restored shorelines.

(Applicable Strategies: R.28 - R.30)⁶

KIWANIS PARK



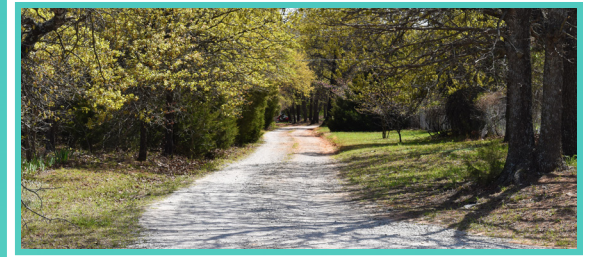
Kiwanis Park is envisioned as Shawnee's premier primitive camping facility and day-use area. Recreation features in this fee-entry area would allow for managed access (including a camp host) to Lake #2 in a manner that promotes low-impact activities and conservation.

Kiwanis Park amenities may include:

- **Tent Camping.** With basic restroom/shower facilities.
- **Day-use Amenities.** Pavilion, picnic areas, play areas.
- **Boat Launch.** For kayaks and canoes.
- **Trails Network.** Internal loops and connection to the "Lake Loop."
- **Nature Preserve.** Maintained tree canopy and restored shorelines.

(Applicable Strategies: R.25 - R.27)⁶

TWIN LAKES TRAILS



A multi-use trails system of over 13 miles for hiking and bicycling would provide extensive access to municipal properties surrounding the Twin Lakes. Much of the network is envisioned as soft-surface trails with paved segments within recreation areas and proximate to roadways or other built features.

Key trail segments may include:

- **Lake Loop.** Extending around Lake 2.
- **Levee Trail.** Connecting Glenn Collins Park with Boat Ramp #1 across Lake 1's reconstructed levee.
- **Outflow Trail.** Connecting to a regional network at the levee base.
- **Lake 1 Connector.** Between Boat Ramp 1 and Isaac Walton Park.

(Applicable Strategies: M5, M6, R.31 - R.33)⁶

PUBLIC HEALTH AND SAFETY RECOMMENDATIONS

STUDY AREA CONDITIONS

Public health and safety services provided by the City of Shawnee to properties in the Twin Lakes study area include police, fire, emergency medical (EMS) response and code enforcement. Provision of these services to Twin Lakes residents and visitors is an ongoing challenge due to the area's distance from Shawnee proper and its low population density.

Police. Over a recent two-year period (March 2020 - September 2022), the Shawnee Police Department responded to over 300 calls for service originating from properties in the Twin Lakes Study area. Principal police calls for service at Twin Lakes included health emergency assistance, 9-1-1 calls without incidents, welfare checks, suspicious activity, and similar offenses.

While there are regular police patrols in the study area, Shawnee does not have the staff for a patrol squadron solely assigned to the Twin Lakes area. Response times vary based on where the patrols are located at the time of a call. During the summer months, there is additional coverage during the day to monitor parks more frequently.

Fire/EMS. Between March 2020 and September 2022, the Shawnee Fire Department responded to over 126 calls for service originating from properties in the Twin Lakes Study area. Over a quarter of the calls were canceled in route, 14 percent were related to fires, and two (2) percent of calls were for water or ice-related rescues.

The City's fire stations are in Shawnee proper, with the nearest station in downtown Shawnee. When responding to emergencies, responders typically use I-40 to access the lake area due to roadway constraints between Shawnee proper and the study area.

Code Enforcement. The City of Shawnee's building and nuisance code enforcement responsibilities are administered by the Engineering Department. Relevant codes for which code enforcement officers are dispatched include:

Sec. 16-325 - Boathouse, dock facilities; liability of city

Sec. 20-170 - Enumeration

Sec. 20-171 - Public peace and safety

Sec. 20-173- Loud sound from amplification systems

Sec. 20-202 - Health nuisances

Sec. 20-203 - Littering

Although building code enforcement is pro-actively applied during the building and land development process, the City of Shawnee's policy toward nuisance code enforcement is largely complaint-driven, with enforcement officers responding to citizen requests for service.

WORK PROGRAM

Public Safety. Emergency response times for public safety services (police, fire, and EMS) to respond to calls for service originating from Twin Lakes should be reduced. The near-term efforts to reduce response times should be to work with partnering jurisdictions on roadway investments that provide a more direct route (Benedict Street/Lake Road) to the study area from Shawnee proper (**Figure 3**, page 20). These capital investments may be further bolstered by re-evaluation of existing intergovernmental service agreements.

With a low population and population density, the desire for permanent police and fire stations within the study area in the short-term, is not feasible. Shawnee must balance the needs of the study area with resource requirements in Shawnee proper. Pre-positioned resources such as a new police dock and boat, may assist response times and improve on-water patrolling during busy summer months in the meantime. "Pre-positioning" of staff resources may also be accommodated in a targeted manner by providing housing at recreation areas for public safety staff.

FIGURE 6 (PGS. 31 & 32) LISTS 15 RECOMMENDED POLICIES AND INVESTMENTS TO ENHANCE STUDY AREA HEALTH AND SAFETY.

There are multiple pre-fabricated designs that can be purchased to provide for public safety staff that is stylish and enticing in return for improved security (above right). Image Source: smallhousebliss.com



Code Enforcement. The current system for code enforcement is reactive and complaint based. A proactive approach may need to be taken to improve safety on the lakes, including the evaluation of docks and shoreline seawalls. This may include an annual permit, inspection for all docks to ensure they are safely maintained and do not obstruct boating flow, and regular visual inspections for shoreline debris reduce the intrusion of man-made materials into the lakes and the encroachment of structures into shoreline buffers.

FIGURE 6: PUBLIC HEALTH AND SAFETY STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
PHS.1	Public Safety District. Determine the feasibility of a public safety district to supplement police and fire resources.	Revenue	L	\$	City Manager's Office	Fire/EMS, Police	P	
PHS.2	Police Presence. Continue enhanced police presence during summer months	Policy	O	\$\$\$	Police		P	
PHS.3	Boat Stickers. Institute sticker permits for all boats to aid in law enforcement.	Revenue	O	\$	Parks and Rec - Public Works	Police	P	
PHS.4	Derelict Docks. Implement an additional fee for the public removal of derelict docks.	Policy	S	\$\$	City Manager's Office	Finance, City Commission	N, P	
PHS.5	Code Enforcement Process. Adopt proactive code enforcement measures related to the protection of the lake shore.	Regulation	S	\$	Engineering	Community Development	G, N	NR.2
PHS.6	Dock Permits. Require annual dock permit renewal with inspections to ensure the safety and quality of docks.	Regulation, Revenue	O	\$	Engineering	City Manager's Office	R	NR.5
Investments								
PHS.7	Police Dock. Construct a police dock on Lake 1 with a new patrol boat and unit to monitor the lakes	Capital, Operational	S	\$\$\$\$	Police		P	
PHS.8	Emergency Access. Ensure Lake 2 has proper emergency services access and accommodations.	Capital	Varies	\$\$\$	Police	Engineering	P	

FIGURE 6: PUBLIC HEALTH AND SAFETY STRATEGIES (CONT.)

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Investments								
PHS.9	Police Services. Reserve space for a future substation to serve the study area when calls for service volumes increase.	Operational	L	\$\$\$	Police		P, G	
PHS.10	Fire Services. Reserve space for a future fire station in the study area when calls for service volumes increase.	Various	L	\$\$\$\$	Public Works	Finance, Fire/EMS	P, G	
PHS.11	Camp Hosts. Utilize "Camp Hosts" to monitor campgrounds.	Operational	L	\$\$	Parks and Rec - Public Works	Finance	P, R	
PHS.12	Public Safety Housing. Include housing for public safety at campground locations.	Capital	L	\$\$\$	Parks and Rec - Public Works	Police	P, R	
PHS.13	Recreation Area Access. Install gate-controlled access to recreation areas.	Capital	O	\$\$\$	Parks and Rec - Public Works		P	
PHS.14	Code Enforcement Officer. Create a new code enforcement position to proactively monitor and enforce regulations.	Operational	S	\$\$	Engineering	Finance	G, P	
PHS.15	Code Enforcement System. Improve reporting and monitoring systems for code enforcement cases.	Operational	O	\$\$	Engineering	Community Development, Finance	G	

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

NATURAL RESOURCES RECOMMENDATIONS



STUDY AREA CONDITIONS

The lakes of the Twin Lakes reservoir were constructed to contribute to the City of Shawnee's drinking water supply. Together, the Twin Lakes provide 25 miles of shoreline and accommodate approximately 29,300 acre-feet of water, though the water levels vary during periods of drought or excessive rainfall.

Shorelines cleared in favor of lake walls (above) create hard edges that are susceptible to waves and currents and increase erosion rates.

Water Source. While the Twin Lakes are the primary source of Shawnee's drinking water, the floodplain and watershed are relatively limited in size. Changes in elevation are minor while there are low volumes of water that can be collected in stream channels. This impacts their recharge rate. Land development within the watershed is primarily rural and agricultural lands or open space. While this may help in filtration of stormwater runoff, it may also limit the amount of water entering the lakes as water is absorbed into the ground during smaller rain events. According to the MultiReservoir Yield and Operations Analysis (2012) performed for the City's water sources, there is sufficient capacity in the City's reservoir system (including Wes Watkins Lake) to supply water to the City through the study year of 2060.

Shoreline Structures. Many residents around Lake 1 have constructed seawalls, replacing native vegetation along the shoreline. Due to wave activity and winds, some of the seawalls have failed, releasing additional sediment and materials into the water. This effects overall water quality and erosion rates along the lakes edge. Unlike Twin Lakes, similar lakes that are a source of a City's drinking water are often regulated by the U.S. Army Corps of Engineers (USACE) and subject to USACE lake shore buffers with native vegetation to help protect and preserve water quality and shoreline stabilization.

WORK PROGRAM

Although the Twin Lakes are an important recreational amenity for the residents of Shawnee, their principal role as the City's primary source of drinking water requires that long-term water quality preservation is prioritized by the community. Water resources conservation and enhancement strategies must address three key considerations: **A)** Lake usage; **B)** Development patterns; and **C)** Restoration.

Shoreline Protection/Restoration. Shoreline protection and restoration measures to control erosion and reduce turbidity may include:

- Modifying setbacks and buffer requirements from the lake shore.
- Requiring the use of "low impact development" techniques for any commercial or more intensive development near the lake shore.
- Permit management for lakeside structures and docks.
- Limiting public roadways within the floodplain, or relocating existing roads out of the floodplains to not block water flow.

Lake Usage. Measures to manage lake activity can limit pollutants that may enter the water. While it may be appropriate to maintain motorized boats on Lake 1, limitations on Lake 2 boat usage to man-powered boats such as kayaks and canoes should be considered in the long-term. By reducing oils and gas from motorized boats entering the water at Lake 2, it will protect water quality and support the passive recreation focus being promoted on this relatively undisturbed water body.

Invasive Species. Zebra Mussels have been detected in the Twin Lakes. Invasive species pose a risk to local ecology and ecosystems. Shawnee should continue to support efforts to reduce the growth of the Zebra Mussel population.

FIGURE 7 (PGS. 35 & 36) LISTS 11 RECOMMENDED POLICIES AND INVESTMENTS TO ENHANCE NATURAL RESOURCE CONSERVATION.



Shoreline restoration projects at municipal recreation areas such as Glen Collins Park (above) can serve as important conservation precedents at Twin Lakes.

FIGURE 7: NATURAL RESOURCES STRATEGIES

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Policies & Programs								
NR.1	Boating Activity. Establish "No Wake" zones at strategic locations on Lake 2.	Policy	O	N/A	City Manager's Office	Police	R, N	
NR.2	Lake Protection Zone. Update the Lake Protection Zone Regulations (Ch. 22 of the LDC) to stabilize shorelines.	Regulation	O	N/A	Community Development	City Manager's Office	N	G7
NR.3	Infrastructure Connections. Require connections to wastewater when available for properties in the area to limit septic tanks near the lake shore.	Policy	L	N/A	Utilities	Engineering	P, N	U7
NR.4	Zebra Mussels. Increase education and outreach to reduce the impact of Zebra Mussels.	Program	O	\$	Parks and Rec - Public Works		N	NR10
NR.5	Low-impact Development. Adopt "low impact development" techniques to protect the watershed.	Regulation	S	N/A	Community Development	Engineering	N	G.5
NR.6	Informational Signage. Incorporate informational signage and educational opportunities related to natural features and ecosystems.	Program	S	\$	Parks and Rec - Public Works	Tourism	N, R	
NR.7	Environmental Partnerships. Identify partnerships to help with lake shore restoration.	Partnership	O	N/A	Parks and Rec - Public Works		N	

FIGURE 7: NATURAL RESOURCES STRATEGIES (CONT.)

Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Coordinating Agency	Partnerships	Guiding Principle	Companion Strategy
Investments								
NR.8	Shoreline Restoration. Restore lake shorelines including the use of native vegetation that will support long-term water quality and reduce erosion.	Capital	S	\$\$	Public Works	Engineering	N	G7
NR.9	Infrastructure Debris. Remove infrastructure debris (i.e., Walker Road culvert) from the lake shore.	Capital	M	\$\$\$	Public Works		N, P	NR4
NR.10	Cleaning Station. Construct an off-lake water cleaning station to reduce the spread of zebra mussels.	Capital	L	\$\$\$	Parks and Rec - Public Works	Engineering	N	
NR.11	Permitting Staff. Ensure there is adequate staff to review permits and inspections for boat docks and septic systems.	Operational	O	\$\$	Engineering	Finance	R	NR.2, PHS.6

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

IMPLEMENTING THE TWIN LAKES MASTER PLAN

THE TWIN LAKES MASTER PLAN IS AN ADDENDUM TO THE SHAWNEE NEXT HORIZONS COMPREHENSIVE PLAN. As such, this report presents methods to interpret and apply the Twin Lakes Future Development Plan to future land use and development decisions (see page 10). Successful Plan implementation, however, requires more. As principal Plan Administrator, the City of Shawnee will be responsible for Plan coordination, monitoring, education, and amendments – all activities that must be closely aligned with comprehensive plan administration.

Plan administration parameters are summarized below (and discussed in detail within the companion technical report):

ROLES AND RESPONSIBILITIES

As official policy of the Shawnee Mayor and City Commission, implementation of the Twin Lakes Master Plan is a shared responsibility of all municipal departments, boards, and commissions.

- **City Departments.** The Community Development is responsible for day-to-day administration of this Plan. The City Manager's Office will ensure that all other City departments are responsive to ongoing plan administration needs.
- **Boards and Commissions.** The Shawnee Board of Adjustment, Planning Commission, and other appointed bodies will render decisions that promote the intent of this Plan.

IMPLEMENTATION METHODS

The three primary tools for implementing a long-range growth and development plan include municipal code, operating budgets, and capital programming.

- **Development Process.** Amendments will be made to municipal codes. The development review process will consider applicable Plan principles and recommendations.
- **Operational Budget.** Fees adjustments and revenue allocations may decrease deficits in providing public services.
- **Capital Programming.** Capital project lists should align with recommended Plan investments.

REPORTING AND AMENDMENTS

City staff will monitor and report on the progress of Plan implementation. These activities ensure that the City is addressing Plan commitments and adjusting course as necessary.

- **Annual Progress Reports.** Should be presented to the City Commission and Planning Commission. A five-year update may also be considered.
- **Plan Amendments.** Map amendments may occur in conjunction with the development process. General amendments may be considered as part of the annual reporting process.



ACKNOWLEDGMENTS

The Twin Lakes Master Plan was commissioned and adopted by the Mayor and City Commission of the City of Shawnee, Oklahoma. Plan adoption establishes it as the City's foremost policy guide for managing growth and development in the Twin Lakes study area.

SHAWNEE CITY COMMISSION

Mayor Ed Bolt

Commissioner Daniel Matthews (Ward 1)

Commissioner Cami Engels (Ward 2)

Commissioner Travis Flood (Ward 3)

Commissioner Darren Rutherford (Ward 4)

Commissioner Mark Sehorn (Ward 5)

Commissioner Lauren Richter (Ward 6)

The Twin Lakes Master Plan has been prepared with the technical assistance of Halff Associates, Inc. and Urban3. The City of Shawnee extends a special thanks to the community champions who have provided their insight and support. The following individuals are recognized for their significant contributions to Master Plan preparation:

MASTER PLAN ADVISORY COMMITTEE

Amanda Johnson

Steve Reese

Chad Warmington

Rich Rudebock

Russ Adams

Commissioner Cami Engels (Ward 2)

Commissioner Mark Sehorn (Ward 5)

CITY STAFF

Andrea Weckmueller-Behringer, City Mgr.

Danny Vise, Jr., Assistant City Mgr.

Rian Harkins, Community Dev. Director

Stacy Cramer Moore, Director of Tourism

Seth Barkhimer, Director of Engineering

Kerri Foster, Parks and Recreation Director

CONSULTANT TEAM

Christian Lentz, Project Manager, Halff

Kailey Saver, Dep. Project Manager, Halff

Phillip Walters, Senior Analyst, Urban3

James Hazzard, Landscape Architect, Halff

Aide Garcia, Landscape Designer, Halff

PREPARED IN ASSOCIATION WITH:



111 N. Lee Avenue, Suite 400
Oklahoma City, Oklahoma 73103

www.halff.com



TWIN LAKES MASTER PLAN

TECHNICAL REPORT

CITY OF SHAWNEE, OKLAHOMA

SEPTEMBER, 2023

TABLE OF CONTENTS

01 PURPOSE AND VISION	03	04 GROWTH SCENARIOS	51	05 WORK PROGRAM	85
INTRODUCTION	03	CREATING THE GROWTH SCENARIOS	57	THE WORK PROGRAM	85
PLAN STRUCTURE	03	GROWTH SCENARIO WORKSHOP	58	GROWTH PATTERNS	87
PREVIOUS PLANNING INITIATIVES	04	SCENARIO DEVELOPMENT FISCAL ANALYSIS	58	MOBILITY AND ACCESS	93
WHY DEVELOP A VISION	05	"BUSINESS AS USUAL" SCENARIO	59	UTILITIES	99
THE TWIN LAKES VISION	05	STEP IT UP SCENARIO	61	RECREATION	103
TWIN LAKES GUIDING PRINCIPLES	05	THINK BIG!! SCENARIO	63	PUBLIC HEALTH AND SAFETY	117
02 EXISTING CONDITIONS	09	CONSENSUS SCENARIO	65	NATURAL FEATURES	123
THE CITY OF SHAWNEE	09	CONSENSUS SCENARIO FISCAL PERFORMANCE	67	PLAN IMPLEMENTATION AND ADMINISTRATION ..	129
THE TWIN LAKES	11	THE FUTURE DEVELOPMENT PLAN	67		
COMMUNITY PROFILE	13	PLACE TYPES	68		
03 INPUT AND ANALYSIS	17	STUDY AREA PLACE TYPE BREAKDOWN	69		
CREATING THE PLAN FOUNDATION	17	PLACE TYPE DESCRIPTIONS	69		
PREFERENCES ASSESSMENT	17				
DEVELOPMENT ASSESSMENT	24				
GROWTH PATTERNS	24				
PUBLIC INFRASTRUCTURE	31				
PUBLIC HEALTH AND SAFETY SERVICES	37				
NATURAL FEATURES	41				
BASELINE FISCAL ASSESSMENT SUMMARY	43				
RECREATION MARKET ASSESSMENT SUMMARY	43				
ASSESSMENT FINDINGS	47				

LIST OF FIGURES

Figure 2.1, Shawnee and Twin Lakes	10	Figure 3.9, Recreation Revenues (by Type)	36	Figure 4.1, Current Development	59
Figure 2.2, Study Area Property Ownership	11	Figure 3.10, Permit Costs	36	Figure 4.2, Business as Usual Scenario	60
Figure 2.3, Twin Lakes Study Area	12	Figure 3.11, Twin Lakes, Police Calls for Service (March 2020 - September 2022)	37	Figure 4.3, Step it Up Scenario Summary	61
Figure 2.4, Population	13	Figure 3.12, Twin Lakes, Fire/EMS Calls for Service (March 2020 - September 2022)	38	Figure 4.4, Step it Up Scenario Map	62
Figure 2.5, Shawnee Race	13	Figure 3.13, Twin Lakes Natural Features	42	Figure 4.5, Think Big Scenario Summary	63
Figure 2.6, Twin Lakes Race	13	Figure 3.14, Shawnee Revenues and Expenses	43	Figure 4.6, Think Big Scenario Map	64
Figure 2.7, Ethnicity	13	Figure 3.15, Twin Lakes Study Area Value per Acre	44	Figure 4.7, Consensus Scenario Summary	65
Figure 2.8, Population Characteristics (2022)	14	Figure 3.16, OKC MSA Age Distribution	45	Figure 4.8, Consensus Scenario Map	66
Figure 2.9, Household Characteristics (2022)	14	Figure 3.17, Total Core Outdoor Recreation GDP	45	Figure 4.9, Future Development Plan	70
Figure 3.1, Development Preferences	21	Figure 3.18, Outdoor Recreation Popularity Since 2012 ..	45	Figure 5.1, Growth Patterns Strategies Table	91
Figure 3.2, Importance versus Performance	23	Figure 3.19, Travel Spending by Campers in Oklahoma ..	46	Figure 5.2, Mobility and Access Strategies Table ..	97
Figure 3.3, Study Area Future Land Use	27	Figure 3.20, Comparison Fees	46	Figure 5.3, Utilities Strategies Table	101
Figure 3.4, Twin Lakes Future Land Use Map (2023)	28	Figure 3.21, Occupancy Rates	46	Figure 5.4, Trails Map	111
Figure 3.5, Study Area Zoning	29	Figure 3.22, Overnight Examples	51	Figure 5.5, Recreation Strategies Table	112
Figure 3.6, Twin Lakes Zoning (2023)	30	Figure 3.23, Day Examples	51	Figure 5.6, Public Health and Safety Strategies Table ..	121
Figure 3.7, Study Area Roadways	31			Figure 5.7, Natural Features Strategies Table	127
Figure 3.8, Twin Lakes Public Infrastructure	32				

ACKNOWLEDGMENTS

CITY COMMISSION

Mayor Ed Bolt
Commissioner Daniel Matthews (*Ward 1*)
Commissioner Cami Engels (*Ward 2*)
Commissioner Travis Flood (*Ward 3*)
Commissioner Darren Rutherford (*Ward 4*)
Commissioner Mark Sehorn (*Ward 5*)
Commissioner Lauren Richter (*Ward 6*)

PLANNING COMMISSION

Craig Walker
Tom Rowell
Mindy Mew-Palmer
Monty Porter
John Barrett
Amanda Johnson
Steve Reese

ADVISORY COMMITTEE

Cami Engles - *Commissioner Ward 2*
Mark Sehorn - *Commissioner Ward 5*
Amanda Johnson - *Planning Commission Member*
Steve Reese - *Planning Commission Member*
Chad Warmington - *Lake Resident*
Rich Rudebock - *Lake Resident*
Russ Adams - *Lake Resident*

CITY STAFF

Andrea Weckmuller-Behringer - *City Manager*
Danny Vise, Jr. - *Assistant City Manager*
Rian Harkins, AICP - *Community Development Director*
Stacy Moore - *Tourism Director*
Seth Barkhimer - *Engineering Director*
Kerri Foster - *Parks & Recreation Director*

CONSULTANT TEAM

HALFF ASSOCIATES, INC.

Christian Lentz, AICP - *Project Manager*
Kailey Saver, AICP - *Deputy Project Manager*
Jordan Evans, CNU-A - *Planning Support*
James Hazzard, PLA, CLARB, ASLA - *Landscape Architect*
Aide Garcia - *Recreation Area Support*

URBAN3

Phillip Walters, AICP

DEAN RUNYAN ASSOCIATES

Jordan Bohlander

PREFACE

THE TWIN LAKE MASTER PLAN'S TECHNICAL REPORT PRESENTS THE FUTURE GROWTH AND DEVELOPMENT PLAN FOR THE TWIN LAKES STUDY AREA AND THE CORRESPONDING ANALYSIS OF THE DATA, OBSERVATIONS, AND PUBLIC FEEDBACK COMPILED TO PREPARE THE MASTER PLAN'S FINDINGS AND WORK PROGRAM.

The technical report is an extended version of the Master Plan's companion summary report and includes the Master Plan's vision and guiding principles, existing conditions, the visioning process, future development plan, and recommended policies and investments. It is designed to provide the reader with extensive information relating to the Twin Lakes Master Plan process. For quick access to key Master Plan policy and investment recommendations, please see the companion summary report.

Collectively, the Twin Lakes Master Plan reports present both a long-range vision and incremental work program to balance the development and conservation of the land and waters of the Twin Lakes study area.





1 PURPOSE AND VISION

INTRODUCTION

Located eight miles west of the City of Shawnee and some 30 miles east of downtown Oklahoma City, the Twin Lakes are an essential and much loved resource for Shawnee. The lakes supply the City's drinking water, provide recreational opportunities for residents, and attract visitors from all across the growing Central Oklahoma region. The existing development patterns around the Twin Lakes include a mixture of rural residences, civic facilities, and limited commercial uses.

The purpose of this Master Plan is to evaluate the development potential and appropriate land-use patterns for the Twin Lakes and their surrounding area within the City of Shawnee's municipal limits for the next 20 years. The Twin Lakes area's value to the City of Shawnee is not limited to its importance as a natural resource, but also as a tourism-based economic driver and future growth area. Improved access to recreation and higher levels of growth in targeted areas will provide the City with additional revenue to support investment in the Twin Lakes and ensure lasting water quality.

The plan used the community's vision to create a final growth and implementation plan. The recommendations found within the Master Plan provide the City with near-, mid-, and long-term actions to guide transformation in the Twin Lakes area. The Master Plan includes a detailed work program to identify public investments, evaluation of land uses, and alignment of policies to enhance quality of life and sense of place.

This Master Plan serves as an extension of the City's Comprehensive Plan. The place types and future development plan supersede the Comprehensive Plan's Future Land Use Map for the Twin Lakes study area, and should be used, and should be used to determine consistency with applications for rezones, land use amendments, and development proposals.

PLAN STRUCTURE

The Twin Lakes Master Plan serves as a decision-making guide for City staff and leaders to influence growth patterns in the study area, for example through policy directives, capital investments, and regulatory measures.

To make the plan easy to use by Shawnee policy makers and residents alike, the technical report includes the following chapters:

- 1. Plan Purpose & Vision:** An outline of the overall planning process, purpose, previous planning initiatives, and the Master Plan vision.
- 2. Twin Lakes Today:** The overall context of the Twin Lakes study area and its relation to the City of Shawnee.
- 3. Plan Foundation:** A summary of assessments related to existing conditions at the Twin Lakes. Four overarching assessments were conducted to determine needs for the study area based on resident preferences, study area resources, fiscal conditions, and market realities.
- 4. Growth Scenarios:** Development and evaluation of three general growth scenarios for their potential fiscal implications to the City and their anticipated outcomes based on designated land uses and investments. A final development plan was derived based on benefits and trade-offs from the preliminary scenarios.
- 5. Future Development Plan:** A work program consisting of investments, policies, and other actions for the City to implement the overall plan. The future development plan is organized by specific topics, and includes near-, mid-, and long-term projects. A phased approach will help the City identify timing and level of priority for the implementation actions.
- 6. Appendices:** An attachment to the plan consisting of the supporting data related to the community survey, fiscal analysis, and market study.

PREVIOUS PLANNING INITIATIVES

The foundation of this plan stems from previous planning initiatives over the past five years. Key findings and recommendations in those initiatives that relate to the Twin Lakes area and that remain valid are incorporated into the plans recommendations.

SHAWNEE NEXT HORIZONS COMPREHENSIVE PLAN (2019)

The Shawnee Next Horizons Comprehensive Plan is a city-wide long-range plan that guides growth and development. It evaluates land use, mobility, city services, economic development, and other elements related to future needs for a community. The plan identifies key issues, challenges, and opportunities for the City including in the Twin Lakes study area. The issues and recommendations from the Comprehensive Plan are summarized below.

TWIN LAKES ISSUES

- The Twin Lakes are a hidden gem. They're separated from the City, don't currently receive an abundance of visitors, and there can be an impression that they are not accessible to all residents.
- Awareness of the lakes is limited due to a lack of signage.
- There is a perception that the lakes are unsafe due to their location and limited use.
- There is little non-residential development in the study area to support the residents.
- Ownership at the lake varies, with owned lots, lot leases with the City, and City owned property.

PLAN RECOMMENDATIONS

- Evaluate land uses that are appropriate for the area to better serve residents and visitors.
- Improve wayfinding and access to the lakes.
- Consider design guidelines for the commercial areas to create development that is consistent with the surrounding character of the community.

TWIN LAKES ADVISORY COMMITTEE PLAN (2021)

The City established the Twin Lakes Advisory Committee in August 2021 to review and determine lake uses and needs. This committee was comprised of land owners, leaseholders, and elected and appointed officials. They met five times between 2020 and 2021, and focused their efforts on four main topics: public safety and code enforcement, public facilities, commercial development, and a Twin Lakes Master Plan.

PUBLIC SAFETY AND CODE ENFORCEMENT

The committee identified three opportunities to improve safety at and around the lakes, including the addition of new full time police staff to monitor the lake, new response stations including a new police dock and a joint use facility for Police/Fire/EMS to improve response times for emergencies, and the installation of additional regulatory signage at parks.

PUBLIC FACILITIES

The committee identified roadways and culverts in need of repair and replacement to improve access to the study area. They also identified a series of facility improvements to existing recreational areas.

COMMERCIAL DEVELOPMENT

The committee proposed allowing "common sense commercial" uses, including temporary and small scale retail and service uses directly related to the lakes.

TWIN LAKES MASTER PLAN

The Twin Lakes Master Plan is a recommendation from the advisory committee to identify necessary investments and programs associated with future growth and development in the study area.

WHY DEVELOP A VISION

A master planning process must incorporate the feedback from community member preferences and data-based assessments. During the development of a master plan, the initial process of describing the desired future for an area is known as visioning. It occurs at the beginning, and uses feedback from community member preferences and data-based assessments.

COMPONENTS OF THE VISION

The Twin Lakes Master Plan combines two common products of the visioning process to define the desired future for the study area and the values that will be applied as the community strives to achieve that future. The two common products are a vision statement and guiding principles.

- The **Vision Statement** is the expression of the visioning process. Vision statements are typically lofty and long-range. They are supported by guiding principles and strategies to measure success.
- **Guiding Principles** are value statements regarding specific topics to support the overarching vision statement.

IMPLEMENTING A VISION

With the vision statement and guiding principles serving as a plan's foundation, goals, objectives and strategies are often developed by which to organize and implement a structured plan of action. In the case of the Twin Lakes Master Plan, the implementation strategy includes a policy and investment program related to specific topics identified throughout the planning process.

THE TWIN LAKES VISION

"The Twin Lakes area is an essential community resource and tranquil public amenity that serves the residents of Shawnee through the provision of a high-quality and protected supply of water, access to natural and rural landscapes, and the availability of diverse recreational amenities that support the passive enjoyment of the lakes and surrounding property."

TWIN LAKES GUIDING PRINCIPLES

EMBRACE THE STEWARDSHIP OF OUR NATURAL RESOURCES.

We will prioritize the protection of water quality and conservation of natural landscapes when considering growth and investment opportunities and public service initiatives.

PROMOTE FISCALLY RESPONSIBLE GROWTH PATTERNS.

We will prioritize the protection of water quality and conservation of natural landscapes when considering growth and investment opportunities and public service initiatives in the Twin Lakes area.

PROVIDE BELOVED AND BENEFICIAL RECREATIONAL AMENITIES.

We will maintain and improve existing recreational assets, and provide new recreational opportunities that promote healthy living, generate community pride and elevate the quality of life of our residents.

FACILITATE THE EFFICIENT DELIVERY OF PUBLIC SERVICES.

We will enhance the delivery of public services to Twin Lakes residents and visitors that are essential to supporting our community's growth and development vision.



The Twin Lakes provide residents with access to unparalleled beauty and serenity throughout the year.



Public infrastructure and general development patterns in the area indicative of rural lifestyles.



The Twin Lakes are not only a source of the City's drinking water, but they also serve as a means of passive and active recreation.



Commercial services are lower-intensity and scarce in the Twin Lakes Study area.





2 EXISTING CONDITIONS

THE CITY OF SHAWNEE

The City of Shawnee is located approximately 30 miles east of the growing Oklahoma City metroplex, covers roughly 48.6 square miles, and is home to 31,361 residents¹. Shawnee is projected to grow by approximately 19 percent, to **37,198 residents**², by 2040. The City of Shawnee is shown in **Figure 2.1**, Shawnee and Twin Lakes. While much of the growth is anticipated within the City's proper limits (i.e., eastern Shawnee), a limited amount of growth is expected near the Twin Lakes.

Shawnee's residents have access to a charming downtown, commercial services, and entertainment opportunities. They benefit from multiple parks and recreational opportunities on land and water, with parks distributed throughout the City, including the Twin Lakes.

City public services are readily available throughout Shawnee proper, and include access to utilities such as water and sewer and public safety services. These services are available in some but not all parts of the study area, and the distance from Shawnee itself can result in longer times responding to emergencies and addressing maintenance needs around the Twin Lakes.

As one of the City's main water sources, it will be critically important to protect the Twin Lakes water quality as the population continues to grow. As new residents move into the Twin Lakes study area, land uses, growth patterns, and lake shore protection need to be evaluated to ensure the preservation of this valuable natural resource.



Shawnee's downtown includes a mixture of commercial, retail, entertainment, and employment opportunities.

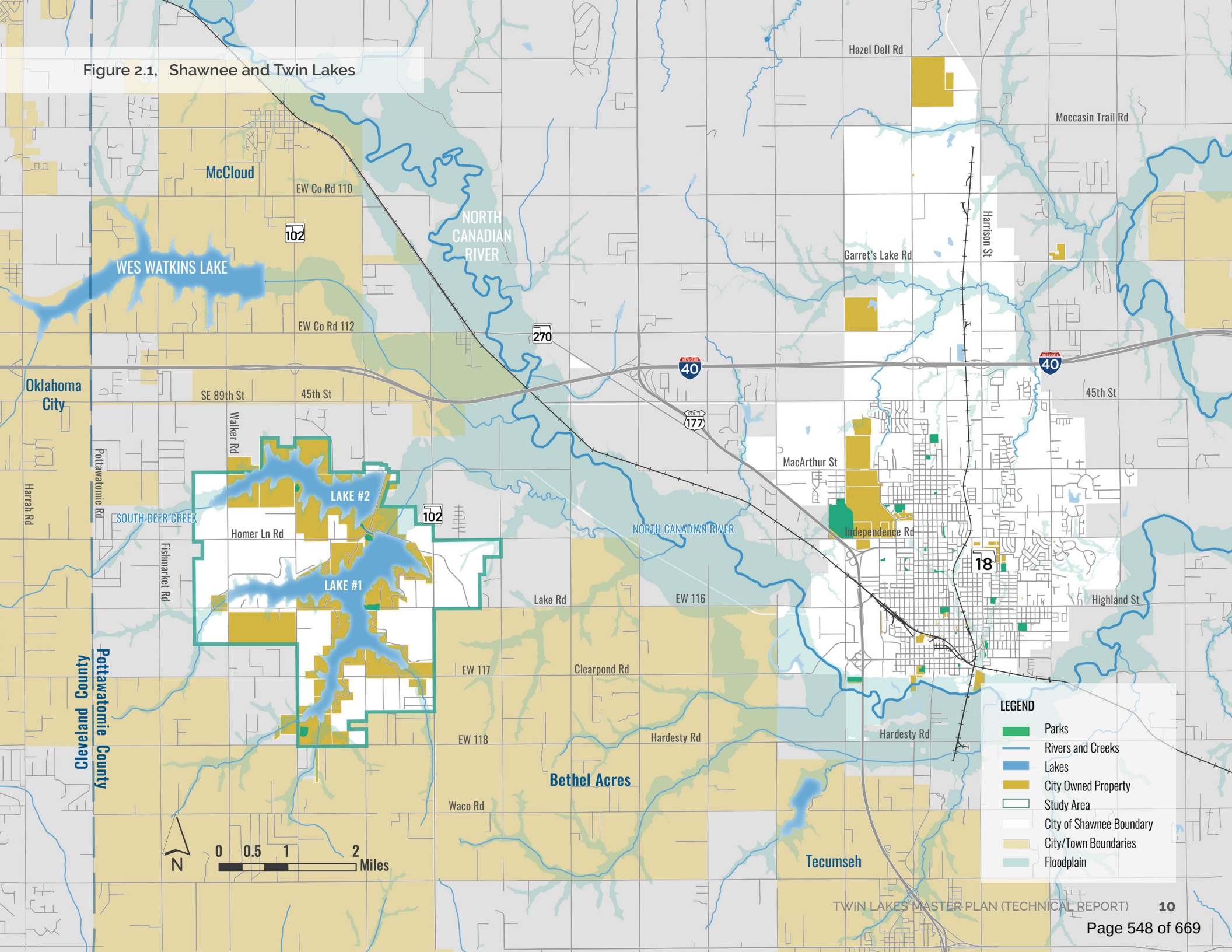


Aesthetic enhancements and historic preservation help maintain the charm of Downtown Shawnee.

1. 2020 Decennial Census

2. Next Horizons Comprehensive Plan (2019)

Figure 2.1, Shawnee and Twin Lakes



THE TWIN LAKES

The Twin Lakes study area is located approximately eight miles west of Shawnee proper. The study area includes the land within municipal limits of Shawnee around the lakes, as shown in **Figure 2.3**, Twin Lakes Study Area. Its northern extent is approximately one mile south of I-40. The study area is surrounded by Bethel Acres and unincorporated Pottawatomie County; the Citizen Potawatomi Nation maintains tribal properties to the north.

The Twin Lakes study area encompasses roughly 12 square miles, or approximately 7,700 acres, of land including the two water bodies, commonly known as Lake 1 and Lake 2. Lake 1 was constructed in 1935 and Lake 2 in 1960 as a reservoir system and to contribute to the City's drinking water. The two lakes have different development patterns and opportunities. Lake 1 is developed with residential lots and parks. Lake 2 is primarily undeveloped and natural.

Around 52 percent the land in the study area is owned by the City of Shawnee¹, including the lakes and many of the adjacent parcels, as illustrated in **Figure 2.2**, Study Area Property Ownership. While some municipal land is used for parks and open space, the City also operates a residential lake lot lease program.

The study area is primarily rural in nature, with a few small commercial services along OK-102. The residential uses around the lake include owned and leased lots of various sizes. Many of the homes constructed along the lake are located close to the shore with shorelines modified by clearing and/or hard structures. Most shoreline residences are served by private docks which exhibit highly variable levels of condition and usability.

Four municipally owned recreation areas flank the Twin Lakes. These parks collectively provide visitors with access to the water and associated land based amenities including boat ramps on Lake 1 and Lake 2. The two lakes are separated by a canal which can be closed during times when water levels are low.

Figure 2.2, Study Area Property Ownership

Ownership	Approx. Acres	Percentage
City - Land	1,865	24%
City - Water	2,166	28%
Private	3,688	48%
Totals	7,719	100%

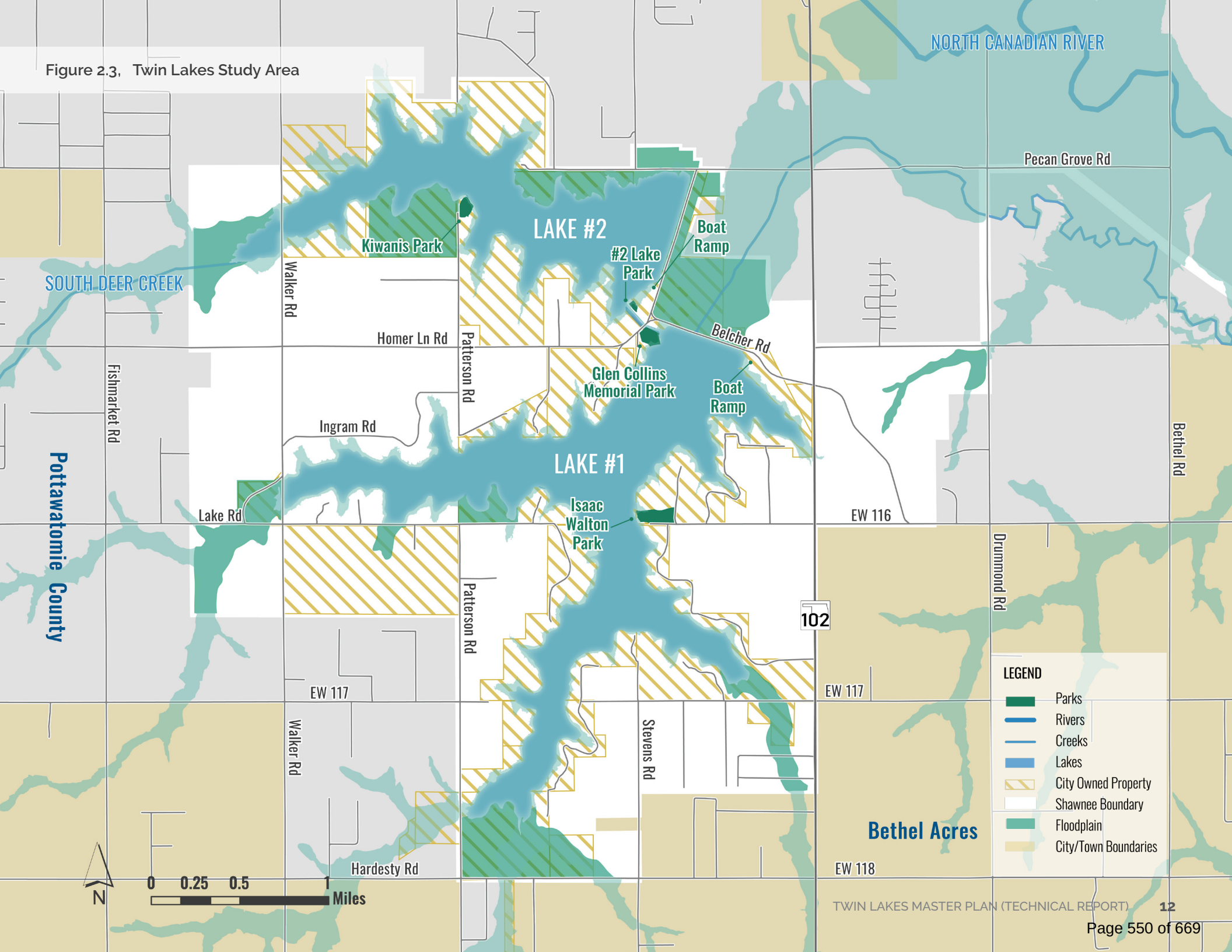
Source: Pottawatomie County Appraisal Data



Lakefront property development on Lake #1 directly impacts municipal water quality and influences the visitor experience.

1. Pottawatomie County Appraisal Data

Figure 2.3, Twin Lakes Study Area



COMMUNITY PROFILE

As a subarea of Shawnee, the demographic profile of individuals residing in the Twin Lakes study area differs from those of the City as a whole. This section provides a high-level assessment of the distinctions between these two geographies.

The study area accounts for approximately three percent of the City's overall population, as illustrated in **Figure 2.4, Population**¹. In the last decade there has been limited residential growth in both the City and study area. The 2027 forecast population suggests limited change in total population or the study area's population as a percentage of the whole.

The study area is generally less diverse than the rest of the City, as shown in **Figures 2.5 - 2.7**. A majority of the population is White, American Indian or Alaska Native, or two or more races. There are few residents who identify as Hispanic or Latino.

Figure 2.4, Population¹

Population Year	Shawnee	Twin Lakes Sub Area
2010 Total Population	29,937	804
2020 Total Population	31,337	882
2022 Total Population	31,283	912
2027 Forecast Population	31,152	957

Figure 2.5, Shawnee Race²

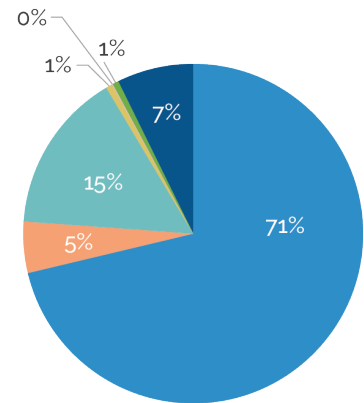
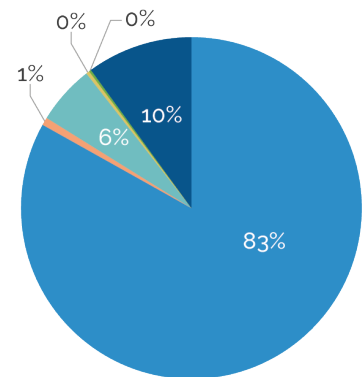
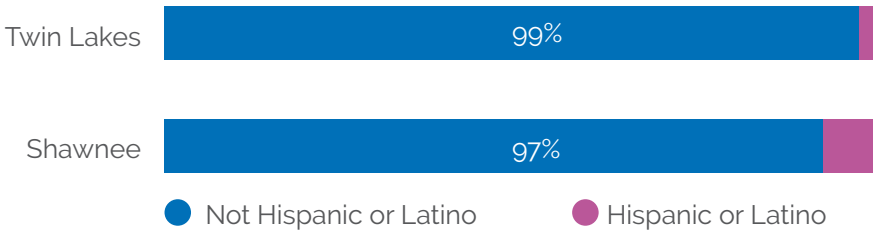


Figure 2.6, Twin Lakes Race²



- White alone
- Black of African American alone
- American Indian and Alaska Native alone
- Asian alone
- Native Hawaiian and Other Pacific Islander alone
- Some other race alone
- Two or more races

Figure 2.7, Ethnicity²



1 Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2000 and 2010 decennial Census data converted by Esri into 2020 geography.

2 Source: U.S. Census Bureau, 2016-2020 American Community Survey

Figure 2.8, Population Characteristics (2022)¹

Population Characteristic	Shawnee	Twin Lakes Sub Area
Median Age	36.2	44.5
Under 19	26%	30%
Over 65	17%	15%
Percent Male	47%	47%
Percent Female	53%	53%

Figure 2.9, Household Characteristics (2022)¹

Population Year	Shawnee	Twin Lakes Sub Area
Average Household Size	2.45 Persons Per Household	2.58 Persons Per Household
Percent Family Households	64.0%	78.3%
Vacant Housing Units	12.4%	13.7%
Renter Occupied Households	36.7%	6.8%
Owner Occupied Household	50.9%	79.5%
Median Household Income	\$41,123	\$71,428

COMMUNITY PROFILE SUMMARY OF FINDINGS

While the Twin Lakes study area is within the municipal limits of Shawnee, there are some key differences in the study area demographics:

- The demographics indicate that, if no changes are made to the area, the population will continue to grow at a slow rate.
- Racial and ethnic diversity in the Twin Lakes study area is somewhat less than for Shawnee as a whole.
- The median age in the Twin Lakes area is slightly older than that of the rest of Shawnee.
- The median household income in the Twin Lakes area is over \$20,000 dollars higher than in Shawnee.
- There is a significantly higher percent of owner occupied houses in the Twin Lakes area.
- Housing and income characteristics indicate that some Twin Lakes residents use their property as a second home or a vacation home.

These factors may influence overall user preferences for the lakes today and for future generations.





3 INPUT AND ANALYSIS

CREATING THE PLAN FOUNDATION

The foundation of the Twin Lakes Master Plan, as discussed in this section, is built on a variety of assessments, including community preferences, city infrastructure (i.e. utilities, park amenities and facilities, etc.), fiscal conditions, and recreation market demand.

- **Preferences Assessment:** The results of community engagement, including input from the advisory committee, focus groups, City staff, and the community at large. The preferences assessment identified what elements are important today, what type of growth is appropriate, and which recreation and services are missing in the Twin Lakes study area today.
- **Development Assessment:** A review of existing conditions to determine how current growth patterns, public investments, and available resources have influenced the character of the Twin Lakes study area.
- **Fiscal Conditions Assessment:** The City's current revenues and expenditures illustrate the study area's contributions to the City's budget as well as fiscal demands.
- **Market Demand Assessment:** A review of the current market related to recreation and tourism for Oklahoma, and how area recreational offerings draw visitors to the Twin Lakes.

The assessments highlight the overall needs in various areas, including land use, mobility, utilities, recreation, public services, and resource conservation. They provide the basis for the implementation action plan.

PREFERENCES ASSESSMENT

The preferences assessment reviews public feedback related to the use of the Twin Lakes study area. It included an advisory committee, City staff, focus group discussions, public open houses, and a community-wide survey. These methods of engagement provided opportunities for Shawnee's residents and visitors to shape the future of the Twin Lakes study area.

ENGAGEMENT METHODS

The following section explains the engagement methods used during the planning process.

CITY STAFF

City staff was involved throughout the process to review assessments and analyses, provide direction, and assess the implementation action plan. City staff participated in regular meetings, the growth scenarios workshop, and focus group sessions.

ADVISORY COMMITTEE

An advisory committee comprised of elected and appointed officials and lake residents was appointed to act as a sounding board for the Master Plan. The advisory committee met seven times to provide insight for the planning elements, such as developing the vision and guiding principles, identifying growth potentials, and discussing an implementable work program.

FOCUS GROUPS

At the onset of the project, the planning team met with community members to discuss topic-based issues and opportunities for the Twin Lakes area. Meetings were held with City staff, lease holders, land owners, and commercial and recreation interest groups to provide a broad perspective of the study area.

PUBLIC OPEN HOUSES

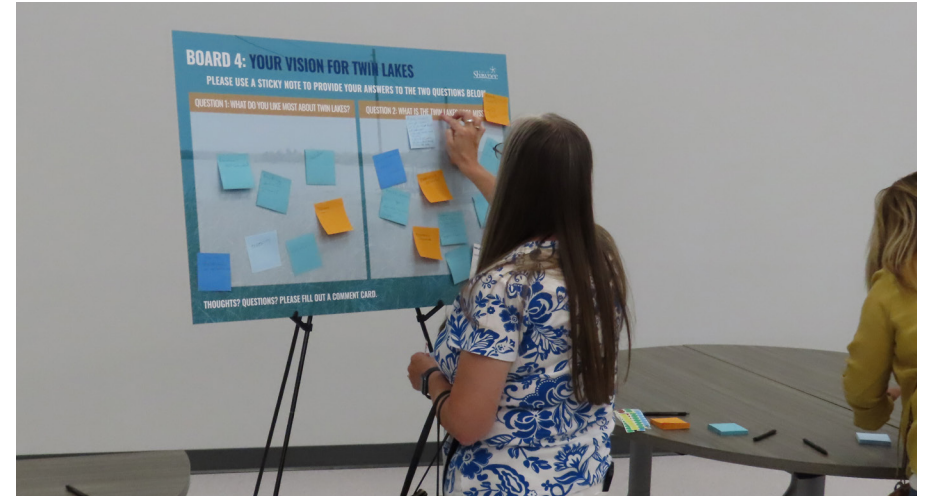
Two public open houses were held during the planning process. They included one at the onset to create the vision for the plan, and the second towards the end to present the draft development plan and recreation area programming.

- **Public Open House #1 (September 27, 2022)** Organized to identify and define public preferences, this open house included the following activities:
 - Visual preference boards covering recreation, commercial uses, and housing preferences;
 - Visioning questions; and,
 - Public services preferences.
- **Public Open House #2 (March 28, 2023)** This meeting presented the draft development plan and recreation area programming opportunities. The open house allowed participants to review:
 - The plan's vision and guiding principles;
 - Draft Development Plan Map and associated place types; and,
 - Proposed programming for the Twin Lakes recreation areas.

ONLINE ENGAGEMENT

The City maintained a project website to inform the public about the status of the project and to serve as a repository of project information. The web page was updated regularly to advertise upcoming events and provide downloadable versions of the presentations and materials created throughout the planning process.

A community-wide survey was available for residents and visitors to respond to from the end of September through mid November, 2022, and received 255 responses. A link to the city-wide survey was available on the project web page. Pages 21 - 23 review key survey responses while Appendix A provides the full survey results.



Visioning questions at Public Open House #1 provided the opportunity for residents to share what they want for the Twin Lakes future.



Community members, City staff, and the Advisory Committee participated in the growth scenario workshop to identify future patterns for growth and development.

PUBLIC OPEN HOUSE #1

The first public open house provided the public with the opportunity to participate in a series of activities designed to identify their preferences for the Twin Lakes area. The results from the open house activities are described in this section.

WHAT DO YOU LIKE MOST ABOUT TWIN LAKES?

In describing what they liked most about the Twin Lakes, open house participants indicated that they liked the tranquil, natural setting and lake-based recreation opportunities the lakes provide.

WHAT IS THE TWIN LAKES AREA MISSING?

Participants reflected on the types of amenities and activities that were missing in the Twin Lakes study area. These included:

- **Recreation:** Respondents overwhelmingly responded that the Twin Lakes lack quality amenities and facilities. Existing parks offer space to picnic and grill, but not much else. There are no walking or biking trails.
- **Boating and Lake User Services:** If someone does not own a boat or kayak, there is no way for them to get out on the water, as there are not rental facilities. To purchase goods for lake days (bait, snacks, gas), a lake-goer has to travel elsewhere in the City.
- **City Services:** Emergency response and police presence could be improved to better serve the visitors and residents. Respondents indicated that the behavior of park-goers and lake users deter them from using the parks more frequently.
- **General Accessibility:** It was also noted that due to the location of the lakes and lack of signage, they feel secluded and private, so not all of Shawnee's residents feel welcome.

VISUAL PREFERENCE BOARDS

A series of visual preference boards allowed attendees to identify what kind of uses would be appropriate at each lake based on a series of example images. Based on the responses, the uses associated with each lake should be different.

- **Recreation Offerings:** Participants noted that acceptable uses for Lake 1 include boating, kayaking/canoing, swimming, and trails. Lake 2 preferences included camping, trails, and kayaking and canoing.
- **Residential Offerings:** Participants responded that single family housing consistent with what exists today was most desirable around Lake 1. Short-term overnight accommodations were more appropriate around Lake 2.
- **Commercial Offerings:** Lake 1 uses could include small scale commercial uses such as a restaurant, bait/tackle shop, or food truck court. Lake 2 potential commercial uses included an outdoor adventure park, food truck court, and non-motorized boat rentals.

PUBLIC SERVICES

A public services board asked respondents to identify what kind of public services they would be willing to pay for in the Twin Lakes area. Respondents noted that they were most willing to pay for public safety (fire and police), recreation areas, and code enforcement.

EXISTING RECREATION AREAS VISION

Members from the consultant team helped illustrate ideas for improvements to the existing lakeside parks: Glen Collins Park, Isaac Walton Park, the Lake 1 Boat Ramp, Kiwanis Park, and Lake 2 Boat and Kayak Launch areas. The ideas included primitive and RV campsites, looping trails, enhanced boat ramps, and new amenities to provide users with more things to do.



Attendees at the public open houses discussed the opportunities to improve the lakeside parks to make them accommodating for more users. At the first open house ideas were drafted, and at the second open house, programming ideas were presented.



A series of visual preference boards allowed respondents to envision the scale and type of different elements for the Twin Lakes area.

PUBLIC OPEN HOUSE #2

The second open house presented the vision and guiding principles, draft future development plan, place types, and park area programming to attendees. The purpose of the open house was to allow interested community members to respond to the plan direction.

- **Vision and Guiding Principles:** While the vision and guiding principles were available on the project web page, this meeting offered a chance for the public to respond to the core values of the plan. The public agreed with the direction for the vision and the importance of the guiding principles for the Twin Lakes study area.
- **Draft Development Plan:** Participants reviewed the draft development plan which identifies where different place types should be located in order to support the desired character of growth in the study area. The development plan and associated place types are discussed further on pages 71-82.
- **Recreation Programming:** A series of maps illustrating proposed programming at Glen Collins and Lake 2 area, Lake 1 Boat Launch, and Kiwanis Park. Attendees liked the addition of trails, RV and additional camping areas, as well as better recreational amenities such as improved play structures, swimming areas, restrooms, etc. There were concerns regarding the ability to access the parks with RVs and trailers due to current roadway conditions.

COMMUNITY SURVEY RESULTS

The visioning public open house held in the fall of 2022 was augmented by an online community survey distributed by the City of Shawnee. As with the open house, the 13 question survey was designed to determine needs and preferences for the Twin Lakes study area.

A total of 255 individuals participated in the survey during the six week period during which it was available. Roughly 31 percent of respondents were residents of the Twin Lakes study area, and 51 percent were residents of Shawnee. The remaining 18 percent either did not live in Shawnee or preferred not to answer.

Additionally, respondents indicated that they most often use the lakes for swimming, boating, fishing, and general relaxation. Respondents are deterred from using the lakes because they lack recreational amenities and entertainment opportunities. The availability of parking, behaviors of park-goers, and general business of the parks further deter people from using the Twin Lakes.

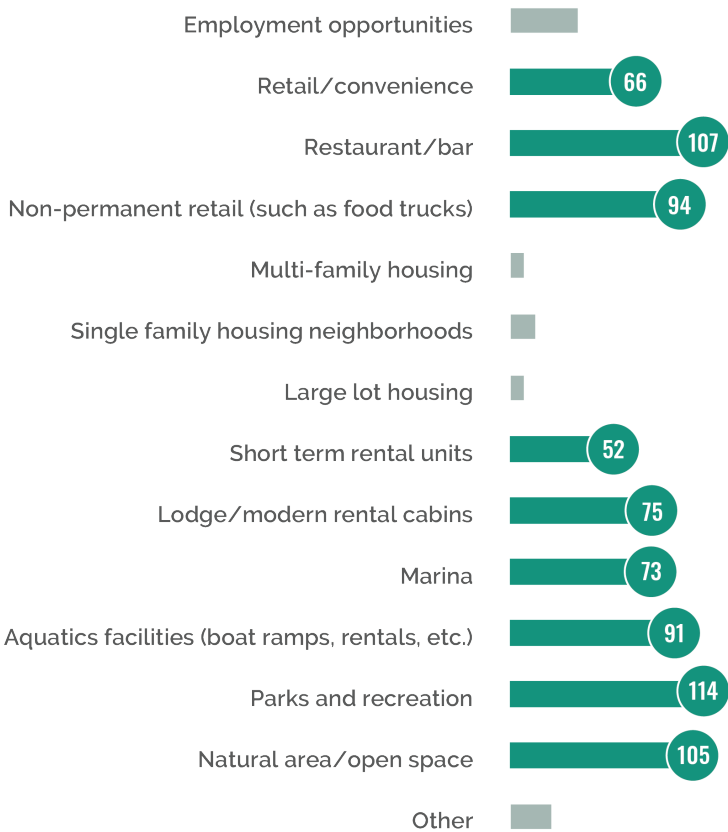
When asked what kind of amenities respondents wished there was more of at the lakes, trails received the highest number of responses, followed by recreational amenities (such as playground equipment, shade pavilions, docks/overlooks, golf, disc golf, etc.). Respondents also indicated that aquatic rentals, kayak and canoe launches, and dining/entertainment options should be available at the lakes.

As one of the final products of the planning process is the creation of a final development plan for the Twin Lakes study area, it was important to ask what kind of development is appropriate for the area. **Figure 3.1** highlights the type of development that survey respondents felt would enhance the Twin Lakes area. Those that are shown in teal had the highest number of responses.

The survey questions related to development types and recreation needs were augmented with the visual preference boards at the public open house. Based on the responses, parks and recreation facilities, open space, and conservation are important around Twin Lakes. Small scale commercial and retail, along with overnight accommodations were also appropriate uses around Twin Lakes.

Figure 3.1, Development Preferences

What types of development do you think would enhance the Twin Lakes area?



IMPORTANCE VERSUS PERFORMANCE RATING ASSESSMENT

Public survey efforts included three related questions about the importance of public services, versus the perceived ability for the City to provide the public services. The survey then asked how willing respondents were to pay for the public services. The **Importance versus Performance Assessment (page 23)**, combines the results of the questions to show the respondents opinion on how well the City is performing in providing the preferred public services to the Twin Lakes community.

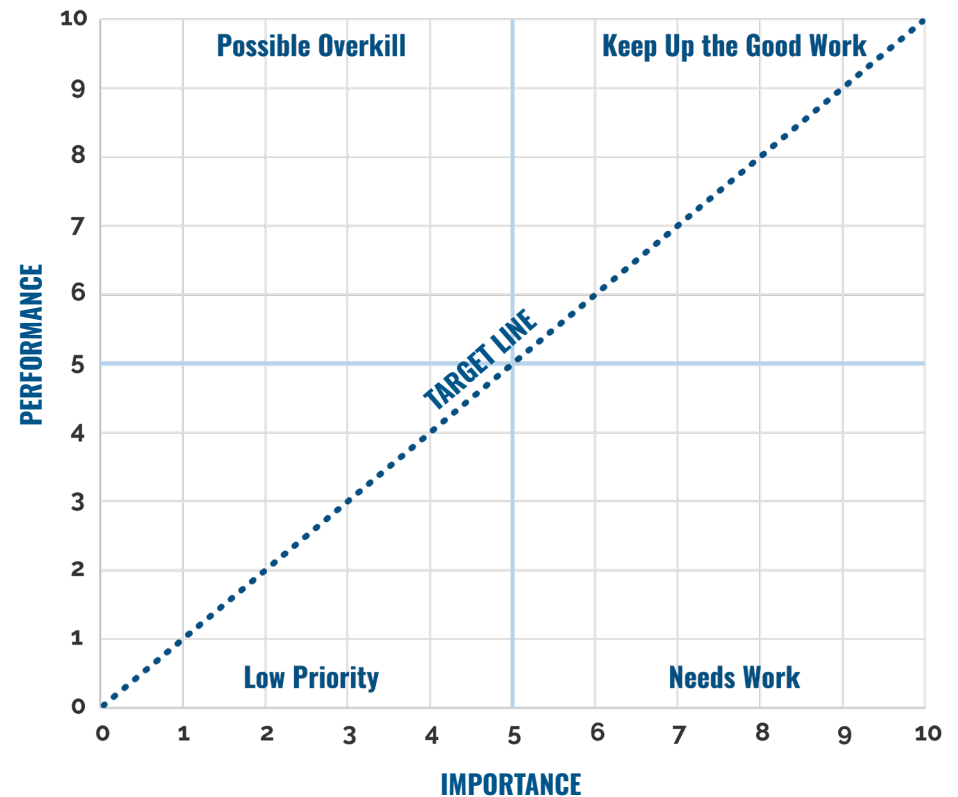
The importance versus performance example (right) demonstrates how to interpret the results of the assessment, depending on where a data point is located in relation to four quadrants:

- **Keep Up the Good Work:** Identifies public services where the City's ability to provide the service closely matches a strong community desire.
- **Needs Work:** Shows where the City is under-performing in providing public services.
- **Possible Overkill:** Identifies the public services that significantly exceed the community's desire for them.
- **Low Priority:** Shows where the City's provision of public services is low, but matches community demand.

All survey responses are plotted in relation to a diagonal target line that serves as a gauge for consistency between community demand for a public service, and community satisfaction with provision of the public service. Survey results that are closer to the target line suggest a more satisfactory level of service in relation to facility demand.

The importance versus performance assessment graphically displays respondents willingness to pay for the public service based on the culmination of the importance rating and the performance rating. This assessment is used as one tool to define what type of public services should be prioritized in the planning process.

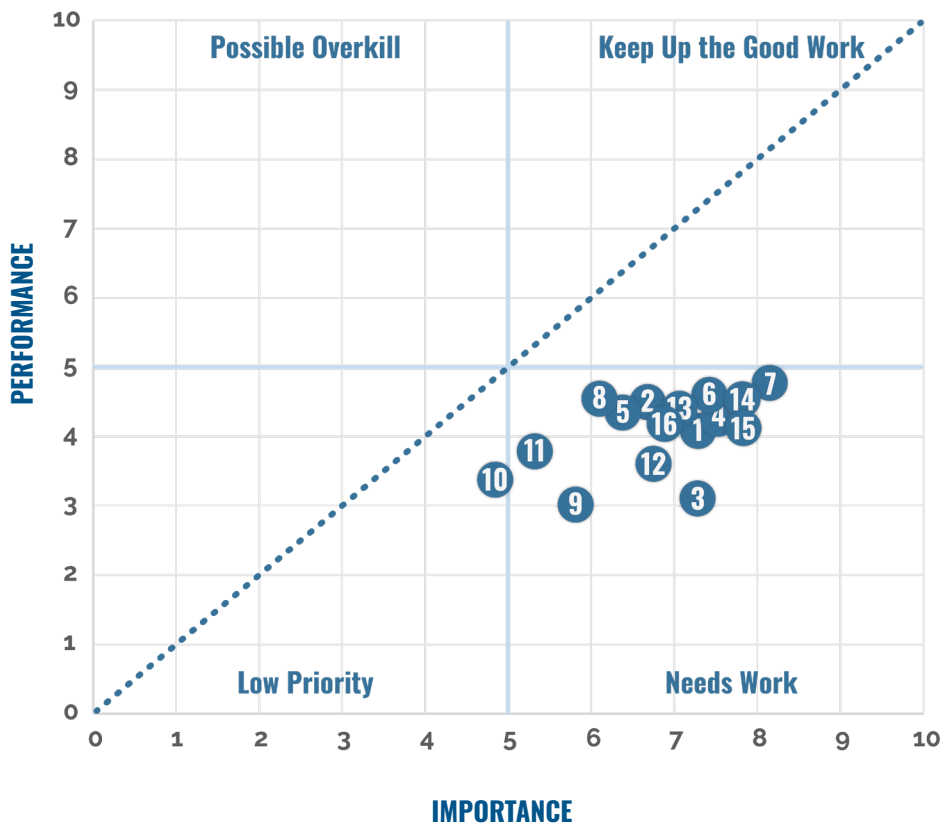
Importance Versus Performance Example



IMPORTANCE VERSUS PERFORMANCE RATING

To determine the importance versus performance rating, a standard deviation was used to determine if the community is very willing (teal), somewhat willing (yellow), or not willing (pink) to pay for each public service are shown in **Figure 3.2**, below. The responses indicate that the study area has insufficient public services, as all of the responses fall under the diagonal target line and are generally located within the “Needs Work” quadrant. The highest priorities include protection of the natural environment and resources and improving public safety services. As illustrated below, respondents are most willing to pay for the services that relate to various types of protection, including conserving the natural environment, ensuring there are no undesirable uses and activities going on in the study area, and enhanced public safety services related to police, fire, and emergency responses. Respondents are also willing to pay for enhancements to recreational amenities for all users, including trails, improved access for all needs, and general park upgrades.

Figure 3.2, Importance versus Performance



ID	Category	Willingness to pay for service
1	Park upgrades	Teal
2	Boat and kayak ramps	Yellow
3	Trails (natural and paved)	Teal
4	Roadway maintenance	Yellow
5	Water and sewer expansion	Pink
6	Public safety (fire, police, EMS)	Teal
7	Water quality protection	Teal
8	Wayfinding and directional signage	Pink
9	Retail, restaurants, entertainment	Pink
10	Arts and culture amenities	Pink
11	Event spaces	Pink
12	Increased access for those with special needs	Teal
13	Floodplain/stormwater management	Yellow
14	Land/habitat conservation	Teal
15	Erosion control	Yellow
16	Code enforcement/regulation	Yellow

DEVELOPMENT ASSESSMENT

The development assessment reviewed how current growth patterns and public investments have influenced the character and impression of the community. The development assessment reviews the following topics:

- **Growth Patterns** reviews the current development characteristics, zoning, and land uses in the Twin Lakes study area.
- **Public Infrastructure** includes mobility and access to the study area, water and waste water utilities, and recreational facilities.
- **Public Services** analyzes emergency services provided to the Twin Lakes study area, as well as other city services, such as Code Enforcement.
- **Natural Features** illustrates the importance of floodplain and water protection to ensure the long term quality of water.

GROWTH PATTERNS

Development patterns in the Twin Lakes study area reflect a rural character with large residential lots serviced by well and septic systems. Roadways within the study area include paved and unpaved segments with an open swale drainage system.

Residential properties in the study area that do not abut the lakes are characterized by acreage lots associated with small scale agriculture and farming. Development patterns on properties abutting the lakes differs, with Lake 1 having a mixture of residences and recreation areas, and Lake 2 remaining primarily undeveloped.

LAKE 1 DEVELOPMENT PATTERNS

Lake 1 is developed with owned residences, lots leased from the City, and municipal recreation areas along the lake shore. This mixture of uses provides a relatively active atmosphere, with boating and recreation usage higher during the summer months.

Residents who own homes along the lake shore purchased their property from the Commissioners of the Land Office, who manage school land trust in Oklahoma. Other lakefront homes are on properties leased from the City of Shawnee.

The City of Shawnee operates a land lease program with 144 leases along Lake 1. Lease holders pay a \$750 dollar per year lease to the City for the right to reside and make improvements to the property in return for municipal services. The lease-holder fees do not cover the cost of providing municipal services in the area. The lease program was established nearly 50 years ago, and has not created new leases in recent years. The leases are not based on lot size or lake frontage. The lease programs allows the City to maintain control over the critical water resource and shoreline.

There are limited short-term rental options, those that do exist are typically in the form of a detached guest house. The properties are kept in different conditions, including storage of equipment, quality and usability of docks, and shoreline protection measures. The City uses the standard accessory structure permit for docks, sea walls, and other lake specific uses.

Three of the City's four shoreline recreational areas are located on Lake 1, including Glen Collins Park, Isaac Walton Park, and the Boat Ramp. These facilities are described in more detail on pages 33-34.

LAKE 2 DEVELOPMENT PATTERNS

Most property around Lake 2 is undeveloped and is owned by the City of Shawnee. Unlike property along Lake 1, no leases have been granted for residential or other development along the shore of Lake 2. Residential development exists outside of the city-owned property. The northern edge of Lake 2 is approximately one mile south of I-40, where there is small-scale existing commercial development and a Casino operated by the Citizen Potawatomi Nation outside of the City of Shawnee limits.

Purpose-built recreation space along Lake 2 is also more limited than on Lake 1. Kiwanis Park is an undeveloped park space that has been used in the past for middle school students to participate in outdoor activities. Along the levee, there is a kayak launch and boat ramp providing vessel access to Lake 2.

REPRESENTATIVE IMAGERY



Residential lots include a range of accessory features, including docks, garages, and seawalls.



The shoreline of Lake 2 is undeveloped, and offers opportunities for lake shore protection.



Houses are set back from the lake, and vary in size, material, and location on the property.



A narrow canal separates Lake 1 and Lake 2. During drought periods, the water levels are too low to be traversed by boats.



Homes in the study area are generally located on large lots with deep setbacks from the roadway. They are serviced by well and septic systems.



Many of the docks on Lake 1 seem to protrude beyond the allowed distance per the City Ordinance (Sec. 16-325) and fail to meet safety standards.



Non-residential uses in the study area range from civic uses (such as churches), to small-scale retail and service stations.



The Lake Protection Overlay zoning district has not prevented shoreline erosion or deferred maintenance of property.

LAND USE

The Twin Lakes study area is primarily rural and residential. Based on the land use patterns, if no changes were made to the study area, it would remain pastoral.

EXISTING LAND USE

Property in the Twin Lakes study area can cumulatively be described as rural. The density of residential development varies but generally averages larger lots (5+ acres) through the study area. While lots leased from the City are not platted, the proximity of residences to one another suggests the lots are smaller in size, however large enough to satisfy well and septic standards.

There is limited non-residential development in the study area - such uses being limited to a Dollar General and religious institutions. The Citizen Pottawatomie Nation operates a casino on the north side of I-40. Auto-related uses, such as gas stations and convenience stores, are located on I-40.

FUTURE LAND USE

The Shawnee Next Horizons Comprehensive Plan (2019) uses future land use categories to define the intended character of the Twin Lakes area, as described in **Figure 3.3**, Study Area Future Land Use (right) and illustrated in **Figure 3.4**, Twin Lakes Future Land Use Map (page 28).

- **Agriculture/Open Space** is designated as the long term growth area for the City of Shawnee. These areas may not be serviced by public utilities (i.e., water and sewer) today, but should be planned for future utilities where possible. This land use accommodates farming, large lot residences, and lower intensity developments.
- **Parks and Greenways** will remain undeveloped due to environmental features, and may be used as public parks. While there is a future land use category for parks, the existing lake parks are not shown as "Parks", rather they are shown as "Agriculture/Open Space".
- **Lake Oriented Commercial** allows small scale retail opportunities to serve the residents and visitors to Twin Lakes, such as convenience stores, gas stations, neighborhood markets, and similar lake-oriented uses.

Figure 3.3, Study Area Future Land Use

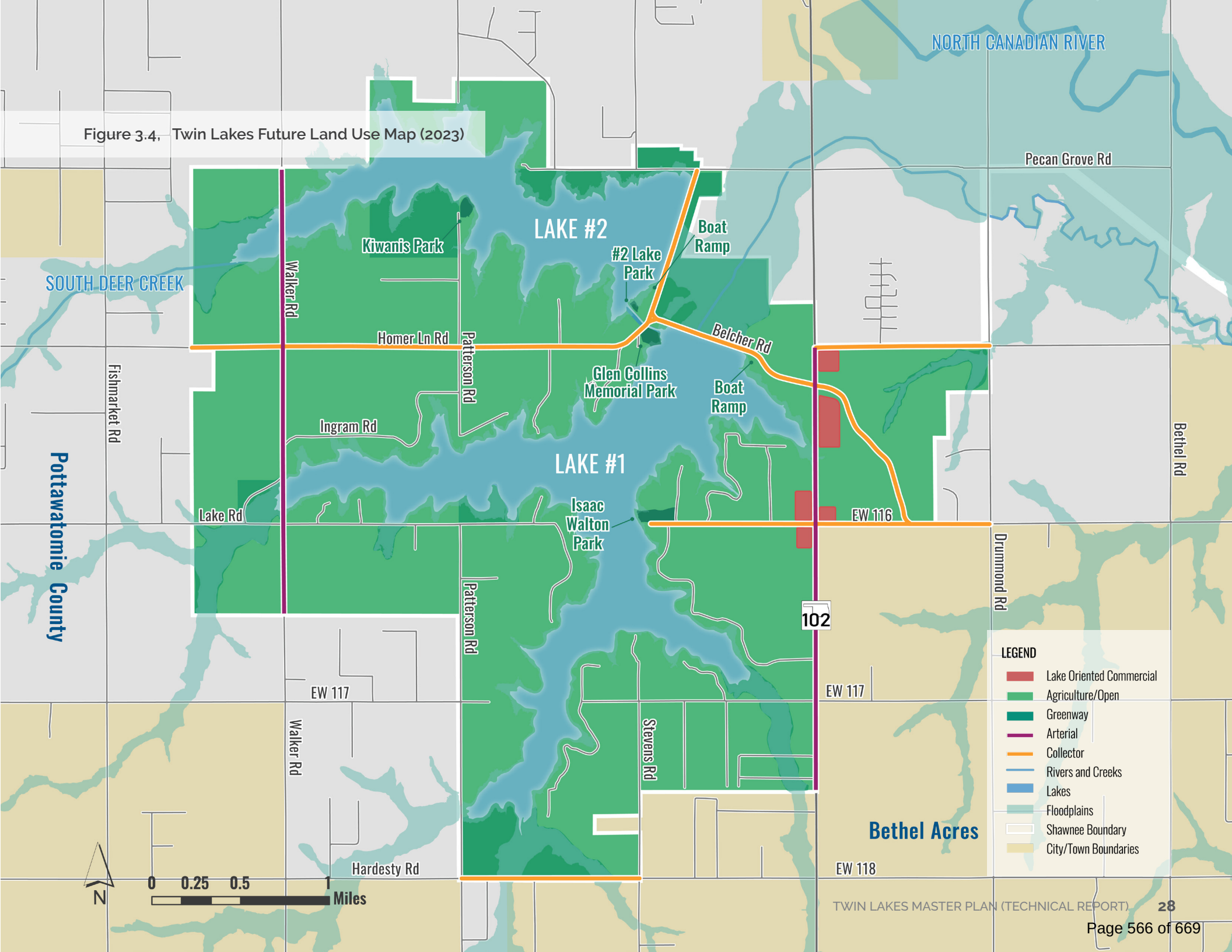
Future Land Use Category	Approx. Acres	Percentage
Agriculture/Open Space	5,316	68.8%
Lake Oriented Commercial	62	0.8%
Park/Greenway	175	2.3%
Water Bodies*	2,166	28.1%
Totals	7,719	100%

**Water Bodies are not a future land use category, however, are split out to differentiate that area from the land uses.*



While Lake 1 is more developed, there are pockets of vacant land that could be suitable for preservation, enhanced park spaces, or development purposes.

Figure 3.4. Twin Lakes Future Land Use Map (2023)



ZONING

The study area is primarily zoned as Rural Agricultural, with very limited Highway Commercial and Residential Estate, as shown in **Figure 3.5**, Study Area Zoning and illustrated in **Figure 3.6**, Twin Lakes Zoning (2023) (facing page). Commercial development is limited to one intersection on Lake Road. The City's properties, including recreation areas, are zoned Rural Agricultural, as the City does not have a "public lands" or "recreation" zoning district.

ZONING DISTRICTS

- **A-1 (Rural Agricultural)** supports lower intensity development and larger lot residential uses accompanied by rural activities. This may include farming and ranching, mining and extraction, plus limited rural-based commercial activities and civic facilities. The minimum lot size is five acres.
- **RE (Residential Estate)** allows for large lot, low density residential development. This type of development requires a minimum lot size of one acre, or the smallest a lot can be and meet the requirements of the Health Department or Department of Environmental Quality (DEQ). Typically public utilities are not available in RE or A-1 Zoning Districts.
- **C-3 (Highway Commercial)** supports services associated with automotive and recreation commercial corridors including accommodations, car-oriented uses, retail centers, and similar uses.

SHAWNEE TWIN LAKES PROTECTION ZONE

The "Lake Protection Zone" overlay district applies to lease lots for residential development on Lake 1. This overlay provides development requirements regarding setbacks, building heights, uses, and supplemental standards for construction. The overlay recommends utilizing native vegetation along the shoreline, provides for the allowance to construct docks, and does not require a residence to be located on a public roadway.

Figure 3.5, Study Area Zoning

Zoning District	Approx. Acres	Percentage
A-1 (Rural Agricultural District)	5,520	71.5%
RE (Residential Estate)	6	0.3%
C-3 (Highway Commercial)	27	0.1%
Water Bodies*	2,166	28.1%
Totals	7,719	100%

***Water Bodies** are not a zoning district, however, are split out to differentiate that area from the other land uses.

REGULATORY CODE UPDATE

The City is in the process of re-writing their zoning regulations. This will allow any code-based recommendations that are a result of this Master Plan to be incorporated into the larger regulatory update.

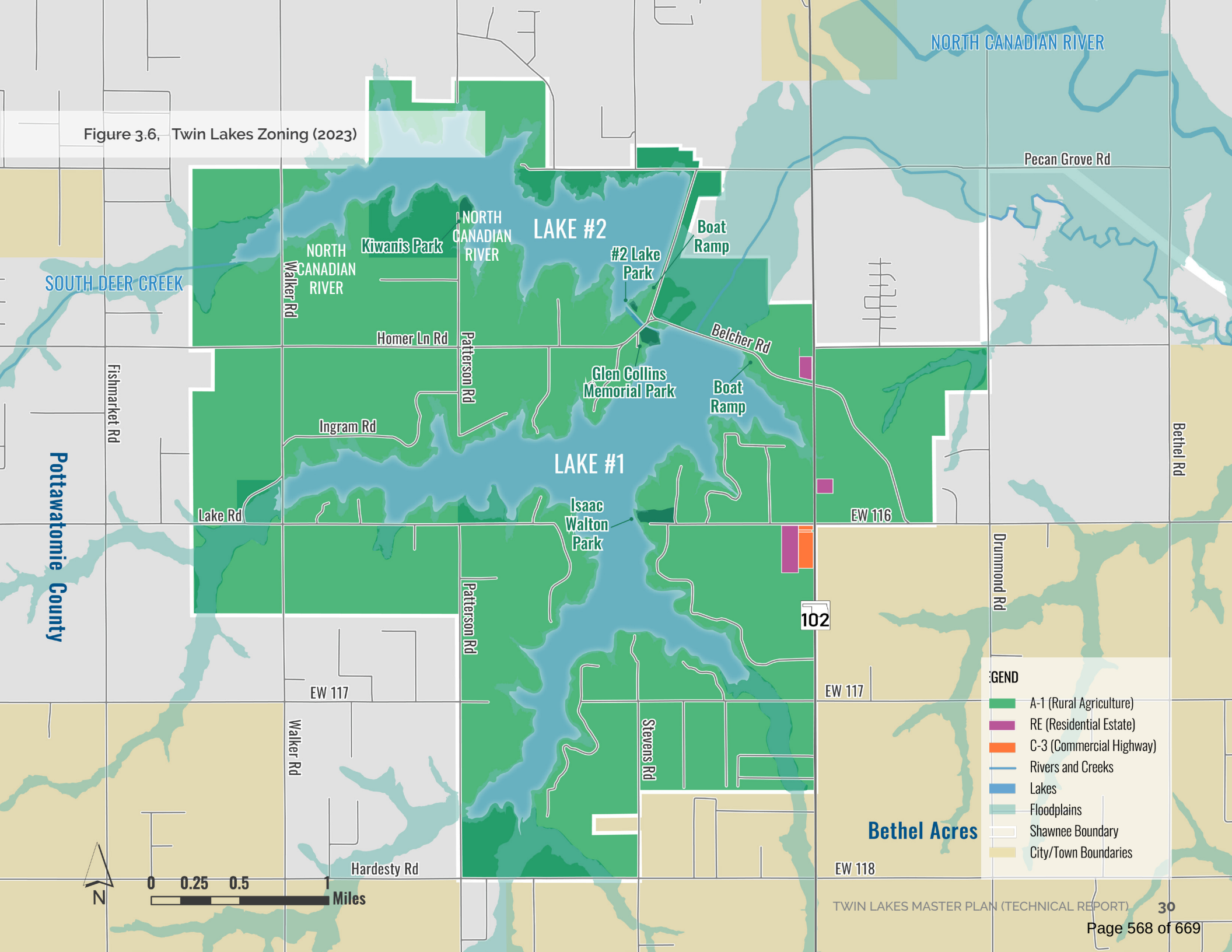
OTHER CODES AND REGULATIONS

The City of Shawnee's Code of Ordinances places additional restrictions on property and uses within the Twin Lakes area. Codes that specifically apply to the study area include:

- **Chapter 16 - Lakes** regulates water- and shore-based activities, sanitary standards, and the lake lot lease program.
- **Chapter 20 Article IV - Nuisances** determines what kind of nuisances are prohibited as a means to protect public health, peace, and safety.
- **Chapter 21 - Parks and Recreation** regulates uses and activities within the City's public parks.

The results of the Twin Lakes Master Plan will likely necessitate text amendments to these chapters in order to implement the vision and guiding principles. Specific recommendations are provided in the Work Program.

Figure 3.6, Twin Lakes Zoning (2023)



PUBLIC INFRASTRUCTURE

Public infrastructure supports the growth and development of a community. The availability of public infrastructure, such as roads, water, and sewer services, is directly related to the level of development or redevelopment within a community. This section reviews the availability of public infrastructure in the Twin Lakes study area today.

MOBILITY AND ACCESS

Figure 3.8, Twin Lakes Infrastructure (facing page) shows the main roadway network within the study area. Lake Road is the primary east/west access from the Shawnee proper to the Twin Lakes. While secondary access is provided via Clear Pond Road and Hardesty Road, those roads are less accessible and further from Shawnee proper than Lake Road. I-40 to the north connects to OK-102 and Walker Road, which are the main north/south roads in the study area.

The classification of area roadways includes minor arterials, collectors, and local roads, as shown in **Figure 3.8**, Twin Lakes Infrastructure (facing page). Most of the roads in the study area are local roads, as shown in **Figure 3.7**, Study Area Roadways. While the collectors and minor arterials are paved, most of the local roads have a gravel surface. While the cost of pervious services may be less than paving a road, the continual maintenance is an ongoing and time consuming challenge. Other maintenance challenges include availability of labor, equipment, materials, and historical lapses in maintenance, requiring higher levels of investment at some point.

Figure 3.7, Study Area Roadways

Road Classification	Approx. Miles	Percentage
Minor Arterial	2.5	8%
Collector	11.9	36%
Local	18.2	56%
Totals	32.6	100%

The roadway cross-sections in the study area are indicative of a rural community, with open ditches for drainage and no pedestrian facilities. The collectors and minor arterials are two-lane roads, with no signalized intersections. The lower population densities and traffic volumes negates the need for roadway enhancements and signalization.

Levees along the northern shore of Lake 1 and the western shore of Lake 2 not only hold water in the lakes, but also provide vehicular access to surrounding properties and park spaces. The City is in the process of making improvements to the rip-rap, and will need to address anomalies discovered along the levee over time.

MULTI-MODAL FACILITIES

There are not provisions for pedestrians or cyclists in the study area. The comprehensive plan identified the goal to connect Shawnee through a connected network of trails, sidewalks, bicycle facilities, and roadways. This goal can be expanded to include the Twin Lakes. Trails were highlighted as a desired feature at Twin Lakes to allow for additional uses at the parks.

PUBLIC UTILITIES (WATER AND WASTE WATER)

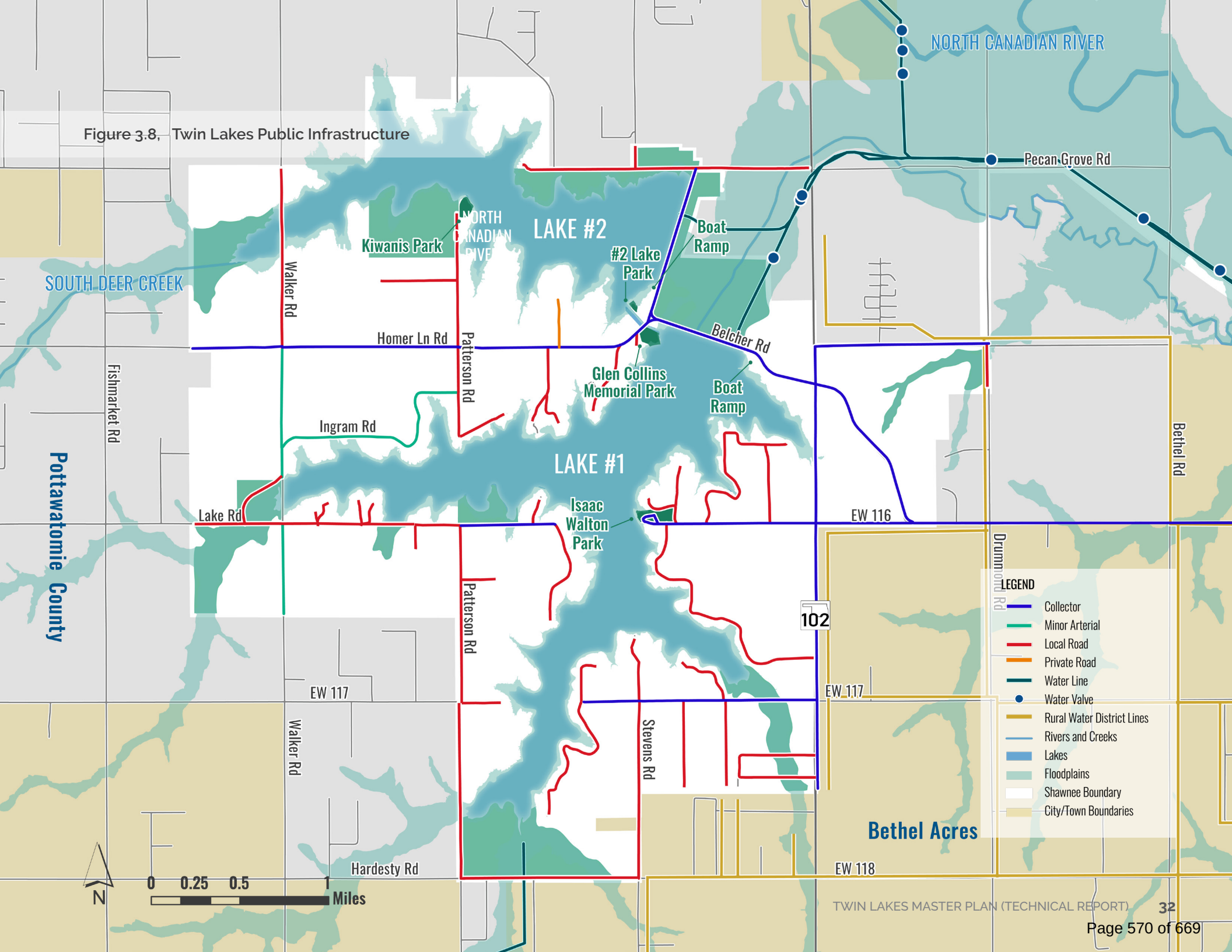
While the Twin Lakes serve as Shawnee's primary water source, public water and sewer is not available in the study area. The nearest City pipe connection for water and sewer is approximately eight miles to the east in Shawnee proper. Properties within the study area incorporate private wells and septic systems, including those along the lake shore.

The Pottawatomie County Development Authority operates a rural water district (potable water only) to the east and south of the study area, outside of the municipal limits. The approximate location of the water lines are shown in **Figure 3.8**, Twin Lakes Infrastructure (facing page).

OTHER UTILITIES

Residents are provided electric and gas services from third party companies, such as Oklahoma Gas and Electric (OG&E), Canadian Valley Electric, and Oklahoma Natural Gas (ONG).

Figure 3-8. Twin Lakes Public Infrastructure



RECREATION

The City maintains four (4) recreation areas and two boat ramps along the Twin Lakes.

GLEN COLLINS PARK AND LAKE 2

Glen Collins Park is a lakeside recreation area located on the northern shore of Lake 2 on the west side of the levee. The park is roughly 3 acres in size and includes the following day-use amenities:

- **Lake Access:** Glen Collins Park has a swimming beach that requires frequent beach renewal due to its location on the lake relative to prevailing winds and currents. Lake 2 includes one boat ramp, a dock for loading and unloading boats, a fishing pier, and a kayak launch. The kayak launch is an ADA accessible ramp but is located in a manner that limits access, there is no accessible route from the parking area to the ramp, and the height of the ramp is prohibitive. The launch also is located close to the canal where boats are passing between lakes, which can create conflicts between vessels.
- **Lake Uses:** While swimming, tubing/towing, and the use of personal watercraft are allowed on Lake 1, only boating is allowed on Lake 2 (Sec. 16-86 and Sec. 16-229 of the Code of Ordinances). Kayaking and canoeing is allowed on both lakes. A permit is required for boating and fishing on Lake 2.
- **Gathering Spaces:** The park areas include a covered pavilion with picnic tables, uncovered picnic tables, grills, and benches which are generally not ADA accessible. The gathering spaces are at various stages of deterioration.
- **Play Equipment:** Glen Collins Park provides two swings, a spring rider, and a soft-surface basketball court. The swings and spring riders are older amenities and should be replaced. The soft-surface basketball court is not functional. There is no play equipment on Lake 2.
- **Additional Elements:** The parks have formal paved parking areas, gravel parking spots, updated restroom facilities, and large dumpsters in the main parking lot. There are no smaller trash receptacles throughout the park. During the summer months, parking availability is insufficient to accommodate all users of the park, resulting in some park users parking along the right-of-way near the levees. The restroom facility is a dated "snail" style restroom.



Limited non water-based park amenities are provided, however are rudimentary.



The covered pavilion at Glen Collins Park offers a shaded space for larger gatherings with family and friends, but could be updated to allow for a better user experience.



The kayak launch has an ADA accessible ramp and launch point. However, access to the launch is along a dirt path, and there is a 12-inch step to walk down the ramp.

ISSAC WALTON PARK

Isaac Walton Park is a lakeside recreation area located on the eastern shore of Lake 1. The park is roughly 4.5 acres in size and includes day-use and overnight camping amenities such as:

- **Lake Access:** The park includes a swimming beach that requires frequent beach renewal due to its location on the lake relative to prevailing winds and currents.
- **Gathering Spaces:** The park includes a covered pavilion with picnic tables, uncovered picnic tables, grills, and benches which are generally not ADA accessible. The gathering spaces are at various stages of deterioration.
- **Overnight Stay Accommodations:** The park includes 15 primitive campsites with central toilet facilities. Permits are required for overnight camping, however, due to lack of enforcement and the general permitting system, few permits are collected for camping annually. The lack of enforcement also deters other visitors to Isaac Walton Park.
- **Additional Elements:** The park has gravel parking spots within the park, updated restroom facilities near the public swimming access, and large dumpsters at the entrance of the park. There are no smaller trash receptacles near the picnic tables or benches.



Isaac Walton Park is next to a lakefront wedding venue. With its campsites, it has the opportunity to provide close-by overnight accommodations for wedding-goers.



Primitive camping spots provide spaces for tents and have picnic tables for eating. There is no running water or electricity connections.



The pavilion and picnic spaces provided gathering spaces for large and small groups.

LAKE #1 BOAT RAMP

Lake #1 Boat Ramp includes day-use and boat access facilities such as:

- **Lake Access:** The park provides lake access including two boat ramps, one of which is currently closed due to its pavement conditions and accessibility, a fishing house, and a dock for loading and unloading boats. Boating and fishing permits are required to participate in these activities on Twin Lakes. A drop box for permit fees is located at the boat ramp, toward the entrance of the park. This is away from where the boats are being loaded into and unloaded from the water. There is paved car and trailer parking.
- **Gathering Spaces:** The park includes uncovered picnic tables, grills, and benches which are generally not ADA accessible.
- **Additional Elements:** The parking areas at Lake 2 by the boat ramp accommodate vehicles and tows. The parking area by the kayak launch is a gravel lot. There are enclosed restroom facilities.

KIWANIS PARK

Kiwanis Park is a special use park that includes:

- **Gathering Spaces:** A covered pavilion with picnic tables and waste receptacles.
- **Special Uses:** The park is not accessible except during special events. The park is used as a day-camp for school aged children to learn about outdoor activities. There are no restroom facilities.



The fishing house allows residents to access deeper water for fishing without having access to a boat. It can also provide reprieve from the elements. There are not fans or air conditioning though, so during the hotter months it may not be comfortable.



The two boat ramps at Lake #1 require different levels of maintenance due to deterioration. One boat ramp is currently closed due to its conditions.

RECREATION REVENUES

The City requires permits for specific uses at Twin Lakes. **Figure 3.9**, Recreation Revenues (by Type), identifies the revenues derived from the permits over the past 5 years and **Figure 3.10**, Recreation Revenues, provides the 2023 cost of each permit. These include:

- **Boating:** Boating permits are required for all boats and personal watercraft. These permits provide the greatest source of recreation permit revenues for the City and can be purchased as a day-use permit or annual permit.
- **Fishing:** Fishing permits are required to fish along the shoreline or on Lake 1 and 2. Fishing permits can be purchased as a day-use permit or annual permit. Fishing permits are not required for individuals over the age of 65. The fishing and boating permits can be purchased as a combination set
- **Hunting:** Hunting is allowed on city-owned property on Lake 1 and Lake 2 that has been identified as a game refuge based on permitting, seasonal allowances, and on a species-by-species basis (Div. 5 of the Code of Ordinances). Hunting permits are not required for individuals over the age of 65. Hunting permits yield the least amount of recreation permit revenue for the City.
- **Camping:** Camping permits are required to use the campsites at Isaac Walton Park. The camping area does not accept reservations. Camping permits do no contribute much to the City's overall revenues.
- **Gathering Spaces:** The covered pavilions can be rented for \$25 dollars per 3-hour block.

There are three options to purchase permits for the Twin Lakes. The City's Parks and Recreation web page provides a link to purchase permits online, cash drop boxes are available at the parks, or a resident can purchase permits at the Recreation Center in person during regular Monday - Friday business hours. Permitting enforcement is difficult with the current system, as there are not stickers for boats nor is there clear guidance on if printed permits are necessary.

From January, 2022 - October 5, 2022, permits from Twin Lakes provided the City with nearly \$38,000 in revenue.

Figure 3.9, Recreation Revenues (by Type)

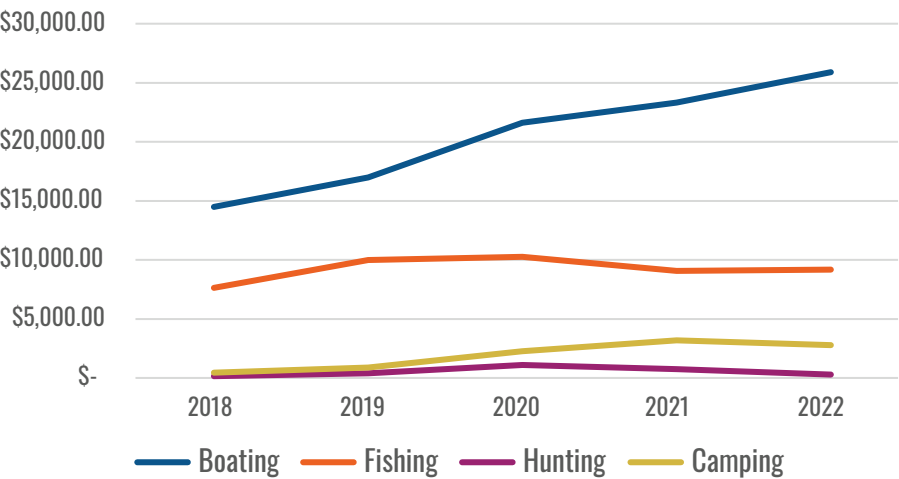


Figure 3.10, Permit Costs

Road Classification	Permit Cost
Boating (Day)	\$7
Boating (Annual)	\$30
Fishing(Day)	\$3
Fishing (Annual)	\$20
Boating & Fishing Combo (Annual Only)	\$45
Hunting (Day)	\$5
Hunting (Annual)	\$30
Camping (Day)	\$8
Pavilion Rental	\$25/3hrs

Source: Shawnee Parks and Recreation Department

PUBLIC HEALTH AND SAFETY SERVICES

Public health and safety services provided by the City of Shawnee to properties in the Twin Lakes study area include police, fire, emergency medical response and code enforcement. Provision of these services to Twin Lakes residents and visitors is an ongoing challenge due to the area's distance from Shawnee proper and its low population density. Public safety was a key concern brought up by residents during engagement opportunities.

POLICE CALLS FOR SERVICE

Figure 3.11, Twin Lakes, Police Calls For Service, indicates that the Shawnee Police Department responded to over 307 calls for service in the Twin Lakes study area between March, 2020 and September, 2022. Incident categories described in **Figure 3.11**, Twin Lakes, Police Calls for Service, are derived from National Incident-based Reporting System (NIBRS) codes. The most common type of call requiring police dispatch are "All Other Offenses" which include health emergency assistance, 9-1-1 calls without incidents, welfare checks, suspicious activity, and similar offenses. An additional 18 percent were joint responses with Fire/EMS for health and fire related emergencies. Of the police related activity, many of the responses are related to disorderly conduct, assault, trespass, and larceny. Only one percent of the calls were related to water emergencies or responses.

The primary police station is in east Shawnee, but the police squads patrol actively throughout the City. While there are regular police patrols, the department does not have the staff for a patrol squad solely assigned to the Twin Lakes area. Response times vary based on where the patrols are located at the time of a call. During the summer months, there is additional coverage during the day to monitor the parks more frequently.

Figure 3.11, Twin Lakes, Police Calls for Service (March 2020 - September 2022)

Response Type	Number of Calls	Percent of Calls
All Other Offenses*	152	50%
Assault	14	5%
Burglary	3	1%
Destruction/Damage/Vandalism	2	1%
Disorderly Conduct	27	9%
Driving Under the Influence	1	0%
Drug/Narcotic Offenses	2	1%
DUI	1	0%
Family Offenses, Nonviolent	1	0%
Fire	26	8%
Fraud Offenses	2	1%
Health Emergency	31	10%
Larceny/Theft	11	4%
Motor Vehicle Accident	15	5%
Other Emergency	1	0%
Sex Offense	2	1%
Stolen Property	1	0%
Trespass of Real Property	10	3%
Water Emergency	3	1%
Weapon Law Violation	2	1%
Totals	307	100%

Source: Shawnee Police Department

FIRE/EMS CALLS FOR SERVICE

Figure 3.12, Twin Lakes, Fire/EMS Calls For Service, indicates that the Shawnee Fire Department received 126 calls for service in the Twin Lakes study area between July, 2020 and November, 2022. The most common type of call requiring Fire or EMS dispatch was related to medical emergencies. Over a quarter of the calls were canceled in route, 14 percent were related to fires. However, only two percent of all calls over that two and a half year period were for water or ice-related rescues.

The City's fire stations are in Shawnee proper, with the nearest station in downtown Shawnee, some eight miles. When responding to emergencies, responders typically use I-40 to access the lake area due to roadway constraints between Shawnee proper and the study area, including:

- **Bridge Load Rating:** The bridge across Canadian River at Lake Road has a load rating of 10 tons, 16 tons less than the heaviest fire truck in operation by the City. While the City has waivers to use the bridges, it prefers to use the I-40 route.
- **Underpass Height:** Where Lake Road becomes W. Benedict Street, the roadway passes under an existing rail line with a crossing height of 12 feet. With the highest truck in the Shawnee fleet being 11 feet 7 inches, there is not much room for any obstructions under the bridge. For example, a large branch (one greater than 3 inches in diameter for example), or an added piece of equipment may cause the fire engine to scrape the top of the bridge.

Figure 3.12, Twin Lakes, Fire/EMS Calls for Service (July 2020 - November, 2022)

Response Type	Number of Calls	Percent of Calls
Fire, other	1	<1%
Structure Fire	1	<1%
Mobile Property Fire	5	4%
Natural Vegetation Fire	10	8%
Outside Rubbish Fire	3	2%
Medical Assist	9	7%
Emergency Medical Service (EMS) incident	46	37%
Water or ice-related rescue	3	2%
Person in Distress	3	2%
Public Service Assistance	11	9%
Good Intent Call, other	1	<1%
Dispatched and Canceled en Route	27	21%
Wrong Location, No Emergency Found	1	<1%
Controlled Burning	1	<1%
Steam, Other Gas Mistaken for Smoke	1	<1%
False Alarm and False Call, other	2	2%
System or Detector Malfunction	1	<1%
Totals	126	100%

Source: Shawnee Fire Department

CODE ENFORCEMENT

The City of Shawnee's building and nuisance code enforcement responsibilities are administered by the Engineering Department. Relevant codes for which code enforcement officers are dispatched include:

- Sec. 16-325 - Boathouse, dock facilities; liability of City
- Sec. 20-170 - Enumeration
- Sec. 20-171 - Public peace and safety
- Sec. 20-173- Loud sound from amplification systems in private residences
- Sec. 20-202 - Health nuisances
- Sec. 20-203 - Littering

Although building code enforcement is pro-actively applied during the building and land development process, the City of Shawnee's policy toward nuisance code enforcement is largely complaint-driven, with enforcement officers responding to citizen requests for service. The City mainly receives complaints related to property conditions and standards, though the exact number of calls and types of repercussions was not available at the time of this Master Plan.

During a tour of the lake area, it was observed that many of the docks on Lake 1 do not appear to meet City regulations. Common concerns included lengths longer than 75-100 feet from the high water line, and general safety standards, as quite a few appeared dilapidated and unusable. These docks are safety hazards for boats, swimmers, and other lake users. Debris along the shoreline contributes to the degradation of water quality was also observed.



While boat houses are permitted on Lake 1, some boathouses and docks may require repairs.



While some docks may be within the length limits, there are many that appear to be dilapidated and in need of repairs.



Some lots in the study area have accumulated vehicles and other types of debris. In a complaint-based system, property related nuisances may never be addressed.



Camping is allowed in Issac Walton Park for no more than seven nights at a time. Without enforcement procedures, some campers may be there for extended periods of time.



Hazardous boathouses and docks around the lake can be harmful for boaters, tubers, and other lake users.



Permits are not required to construct retaining walls or seawalls along the lake shore. Removal of the native shoreline contributes to decreased water quality and increased erosion on other areas of the lake.

NATURAL FEATURES

Together, the Twin Lakes provide 25 miles of shoreline and accommodate approximately 29,300 acre-feet of water, though the water levels vary during periods of drought or excessive rainfall. The two lakes are connected through a narrow channel which is usually open for boats to travel between the two lakes, however, during low water periods when the channel is shallow buoys can be used to restrict migration. The levee outfall releases water to South Deer Creek to the north.

While the Twin Lakes are a primary source of Shawnee's drinking water, the floodplain and watershed are relatively limited in size. Changes in elevation are minor resulting in lower volumes of water that can be collected in stream channels. This impacts their recharge rate. **Figure 3.13**, Twin Lakes Natural Features illustrates the parks, floodplains, and general elevations around the lakes. This shows that the area around the lake is relatively flat and there are fewer streams and floodways to recharge the lakes.

Land development within the watershed is primarily rural and agricultural lands or open space. While this may help in filtration of stormwater runoff, it may also limit the amount of water entering the lakes as water is absorbed into the ground during smaller rain events. According to the MultiReservoir Yield and Operations Analysis (2012) performed for the City's water sources, there is sufficient capacity in the City's reservoir system (including Wes Watkins Lake) to supply water to the City through the study year of 2060.

Many residents around Lake 1 have constructed seawalls, replacing native vegetation along the shoreline. Due to wave activity and winds causing waves, some of the seawalls have failed, releasing additional sediment and materials into the water. This effects overall water quality and erosion rates along the lake edges. Unlike Twin Lakes, similar lakes that are a source of a city's drinking water are regulated by the U.S. Army Corps of Engineers (USACE). The USACE requires a lake shore buffer with native vegetation to help protect and preserve water quality and shoreline stabilization.



Erosion and currents not only impact the shoreline, but can also have damaging effects on city infrastructure.



Failed seawalls create hard edges that are susceptible to waves and currents. This can endanger properties and structures and increase erosion rates.

Figure 3.13, Twin Lakes Natural Features

SOUTH DEER CREEK

NORTH CANADIAN RIVER

Pecan Grove Rd

LAKE #2

Boat Ramp

Kiwanis Park

#2 Lake Park

Homer Ln Rd

Belcher Rd

Glen Collins Memorial Park

Boat Ramp

LAKE #1

Isaac Walton Park

Pottawatomie County

Drummond Rd

102

LEGEND

- Parks
- Rivers
- Creeks
- Lakes
- City Owned Property
- Elevation
- Shawnee Boundary
- Floodplain

Bethel Acres

EW 118



0 0.25 0.5 1 Miles

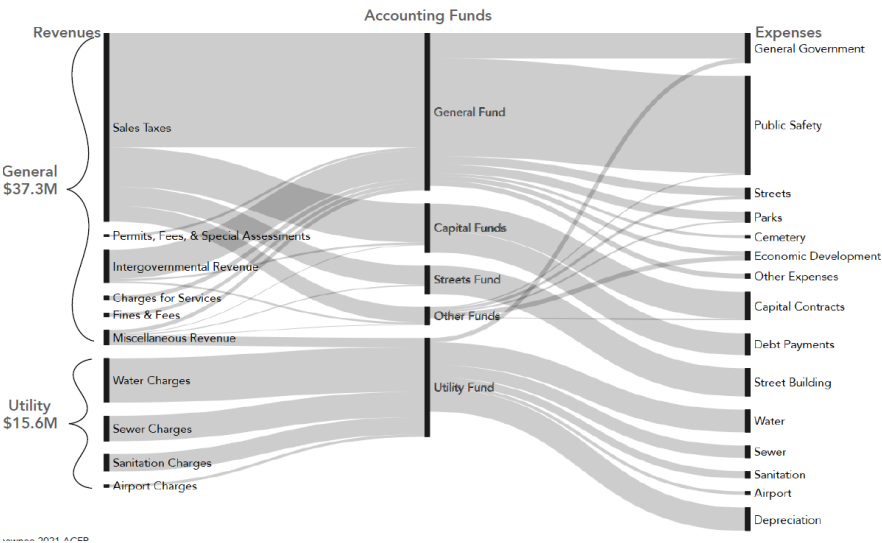
BASELINE FISCAL ASSESSMENT SUMMARY

A fiscal assessment for a city reviews current revenues and expenditures to determine its fiscal health. The analysis compares property values on a per-acre basis, along with the tax revenues from the community, to visually display the performance of different development patterns and uses. The fiscal assessment for the Twin Lakes study area compared the costs associated with providing public services and public infrastructure compared to the revenues earned in the study area. The full assessment is attached as [Appendix B](#).

REVENUES AND EXPENDITURES

The first step in establishing a baseline fiscal assessment is to review a city's revenues and expenses. This process identifies how a city makes its money and covers its expenses to provide public services. In Shawnee there are two main buckets for revenues, including the general fund and the utility fund. These are supported by sales tax, user fees, permits, and other types of charges. Expenses include a variety of public services, including public safety, infrastructure maintenance, and other government activities. **Figure 3.14**, Revenues and Expenses illustrates how the revenues feed into different public service categories.

Figure 3.14. Shawnee Revenues and Expenses¹



Revenues in the Twin Lakes study area are generally derived from:

- **Sales Tax** associated with non-residential uses, which is limited in the study area. .
- **Lot Lease Program** in which lease holders pay \$750 annually for the provision of public services.
- **Permits** including boating, hunting, fishing, and camping permits as well as permits related to building, construction, and inspection.

The main expenses for the study area include:

- **Public Safety** consisting of Police, Fire/Rescue and EMS necessary to public health and safety emergencies.
- **Streets** maintenance in the study area for a mixture of gravel and paved surface roads. Larger roadway construction may be included on a case-by-case basis.
- **Parks** routine maintenance in the study area is for Glen Collins, Lake #1 boat ramps, Lake 2 access points, and Isaac Walton Park.

Based on the existing conditions, revenues equate to approximately \$300,00 dollars annually, and expenses amount to nearly \$890,000 annually. This results in a \$590,000 dollar deficit.

PUBLIC SERVICE COSTS

The public service costs for the study area primarily included the cost to maintain the roadways in the study area, as other public utilities are not within the study area. There are regular maintenance costs built into the budget for parks and recreation facilities, as well as costs for public safety services.

Roadway upkeep costs between \$750,000 and \$1,500,000² per year in the Twin Lakes area, based on the maintenance of gravel roads and minor repairs to paved roads. The generalized costs do not include unfunded infrastructure projects, such as new roadway construction, major repairs to bridges, or the expansion of water and sewer.

1 Source: City of Shawnee Budgets, Urban3 Analysis

2 Source: Estimates based on similar cities; Urban3

VALUE PER ACRE

Parcel evaluation can be looked at on a per parcel or per acre basis. The valuation per parcel shows the taxes based on the property value. While this can illustrate how well different land uses perform, it does not paint the whole picture in regards to development patterns. To best evaluate the impact development patterns have on growth, a valuation per acre shows the cost burden per acre. The cost burden is the city's expenditures related to public services and infrastructure.

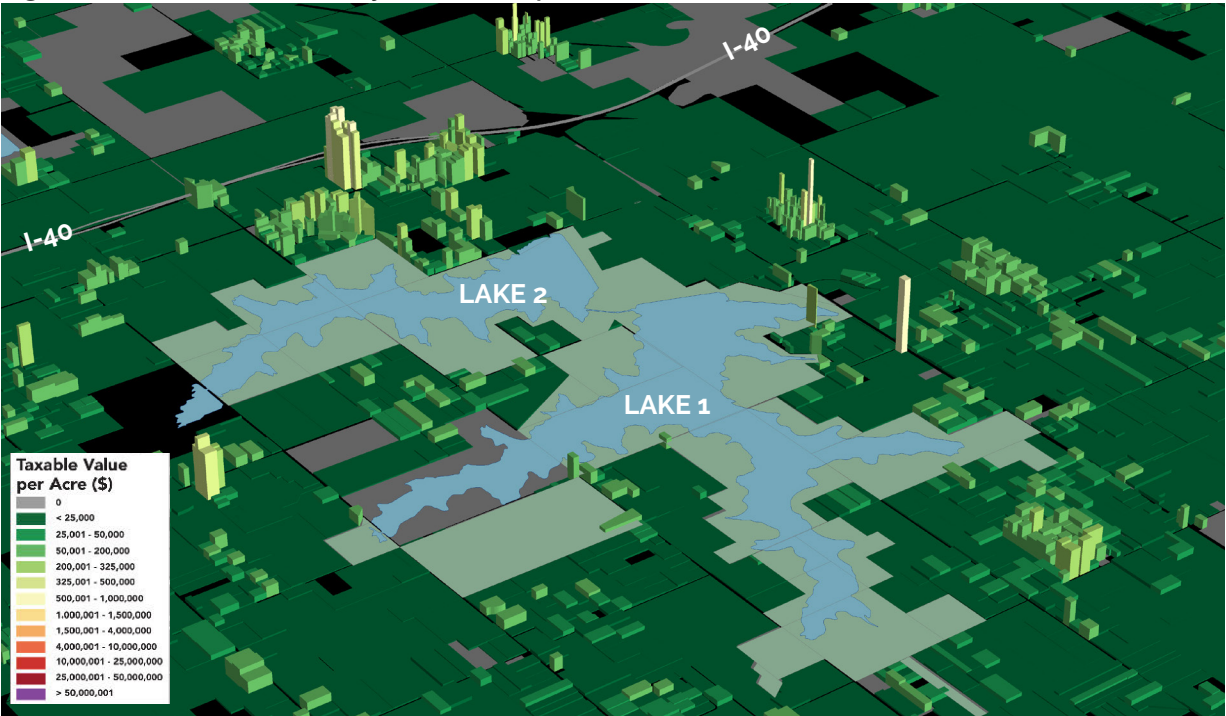
Figure 3.15, Twin Lakes Study Area Value per Acre, shows the general value of property per acre in the study area. The bar height is associated with valuation of the properties. The low blocks with the darker green indicate a value between \$25,000 – 50,000 per acre. This is due to many of the parcels being larger in size with rural development patterns. The lighter the color, and higher the bar, indicates higher property values, with the highest and lightest equaling between \$500,000 and \$1,000,000 per acre.

The City of Shawnee does not profit from property taxes. In the Twin Lakes study area, the main revenue sources are sales taxes from the limited commercial services, fees related to the lakes and the lease program, and permitting costs. While the property value per acre does not have a direct revenue stream for the City, it is important to consider that the higher valuations are derived from smaller lots and commercial uses.



Larger roadway projects, such as bridge replacements, may not be included in the budget annually. A formalized Capital Improvements Plan (CIP) process can help a city plan out budgetary needs for the subsequent five to ten years.

Figure 3.15, Twin Lakes Study Area Value per Acre



RECREATION MARKET ASSESSMENT SUMMARY

The recreation market assessment reviewed state and regional trends related to recreation-based tourism. The assessment then compared the Twin Lakes offerings and permitting to similar lakes in the region. The market assessment helped identify which types of recreational elements should be prioritized for future investments in order to satisfy market demands and increase revenues for the City. The full recreation market assessment is attached as Appendix C.

REGIONAL CHARACTERISTICS

The Twin Lakes are approximately 30 minutes away from the Oklahoma City Metropolitan Statistical Area (MSA). The market area for the Twin Lakes serves the MSA, as well as surrounding counties and cities outside of the MSA limits, which includes over 1,000,000 residents. The age distribution is roughly even over the age of 20 and shown in **Figure 3.16**, Age Distribution; age distribution is an important element to consider because different age groups desire different types of amenities and facilities. Around 26 percent of residents within the MSA have incomes exceeding \$100,000 dollars annually. These residents may have a greater financial ability to travel more frequently.

RECREATION TRENDS

Statewide recreation trends influence future opportunities for investments at Twin Lakes. The gross domestic product (GDP) for core recreation goods and services (gear, equipment, fuel, concessions, maintenance, repair, and fees related to outdoor recreation activities) has grown around 2.6 percent annually since 2012, shown in **Figure 3.16**, Total Core Outdoor Recreation GDP. This continual growth indicates a rise in recreation popularity in Oklahoma. Of the growth, over 70 percent is contributed to boating and RVing activities as the cost to own a boat or RV is high. However, these activities can be included or expanded at Twin Lakes. Camping has grown in popularity over the last five years.

The market assessment also shows an increase in popularity for canoeing and kayaking, as well as increases in shore fishing shown in **Figure 3.18**, Outdoor Recreation Popularity since 2012. In 2020 the COVID-19 pandemic likely had an impact on recreation popularity, as people sought opportunities to be outdoors.

Figure 3.16, OKC MSA Age Distribution¹

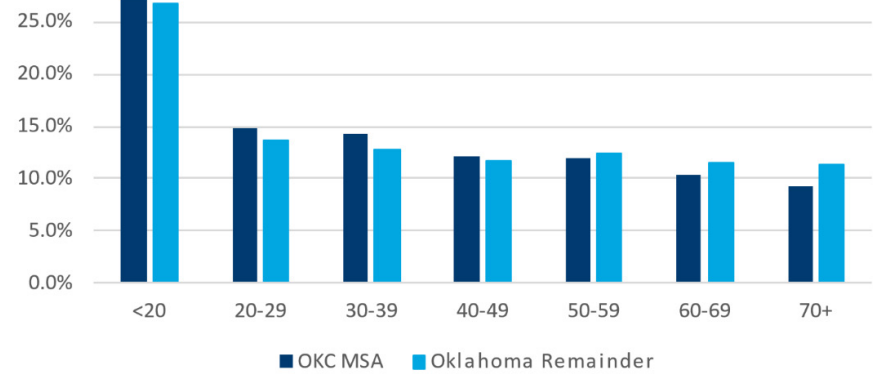


Figure 3.17, Total Core Outdoor Recreation GDP¹

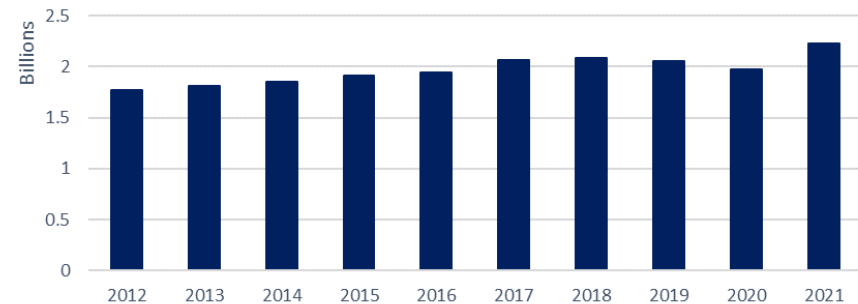
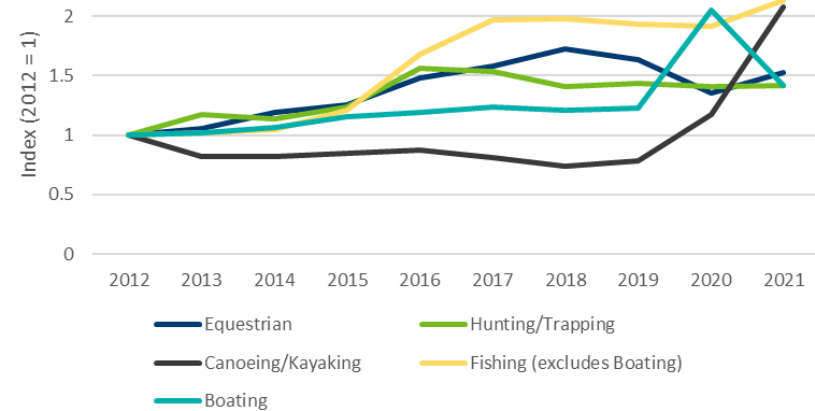


Figure 3.18, Outdoor Recreation Popularity Since 2012¹



¹ Source: Bureau of Economic Analysis

TOURISM TRENDS

Visitation to Oklahoma has been growing steadily over the last decade. In 2021, there were nearly 23 million visitors² to the state, mostly to Oklahoma City and Tulsa, resulting in around \$10 billion dollars² in spending. Another travel group that has seen significant growth over the last five years are campers, which has grown by 12 percent since 2017. Campers spent approximately \$812 million in 2021² (or eight percent of the total travel spending), shown in **Figure 3.19**, Travel Spending by Campers in Oklahoma.

Park visitors will often visit restaurants, shop at local retail stores, and purchase recreation goods. While this activity may be limited, it still contributes to a city's overall tax revenue.

COMPARISON LAKES

The assessment compared recreation offerings and permitting systems between Twin Lakes and similar regional lakes, including Wes Watkins, and Sportsman Lake. Isaac Walton Park has limited overnight capacity compared to the other parks. Wes Watkins and Sportsman Lake offer RV camping as well. Otherwise, the Twin Lakes is comparable with the number of boat ramps and pavilion spaces. The permitting rates differ slightly per lake, as shown in **Figure 3.20**, Comparison Fees.

OVERNIGHT ACCOMMODATIONS

Providing overnight accommodations can attract visitors and provide a source of revenues. Overnight accommodations have different assumptions for occupancy rates and fees. Revenues and visitation increases as enhanced overnight accommodations are provided, as shown in **Figure 3.21**, Occupancy Rates.

Figure 3.19, Travel Spending by Campers in Oklahoma²

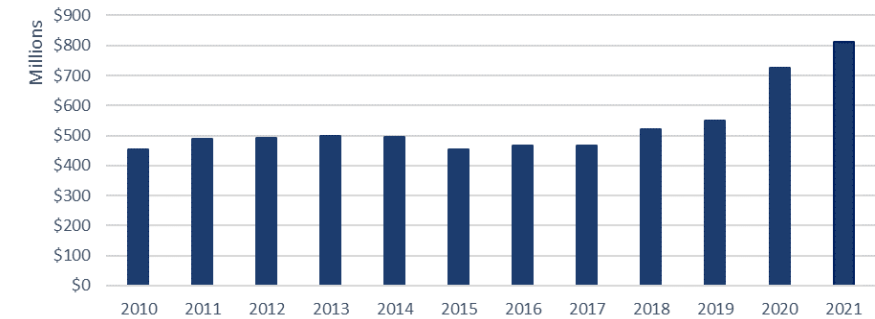


Figure 3.20, Comparison Fees

Item	Twin Lakes	Wes Watkins	Sportsman Lake
Tent	\$8/night	\$10/night	\$8/night
RV	N/A	\$25/night	\$20/night
Boating	\$7/daily \$30/annual	\$5/watercraft	\$5/daily \$25/annual
Fishing	\$3/daily \$20/annual	\$3 per person	Free
Equestrian	N/A	N/A	\$3/daily \$30/annual

Figure 3.21, Occupancy Rates²

Item	Occupancy	Rate
Tent	5-10%	\$15/night
RV	20-30%	\$30-45/night
Yurt	25-35%	\$50-75/night
Cabin	30-40%	\$100-125/night

² Source: Dean Runyan Associates

ASSESSMENT FINDINGS

The assessment findings summarize the engagement input and data-based assessments based on topics. These findings will be further explored in the implementation action plan.

GROWTH AND DEVELOPMENT

DEVELOPMENT DENSITIES

Densities are limited in the study area. While this contributes to the pastoral nature of the study area, it also limits the number of households that support commercial uses, reducing tax revenues for the study area. By increasing densities and intensities in specific areas, additional revenues can support public investments at Twin Lakes.

ALLOWED USES

Much the study area is zoned for agriculture. The uses allowed within this zoning district may not all align with watershed protection. For example, oil drilling, mining/extractions, and sanitary landfills are allowed uses. As updates are made to the development code, uses should be evaluated within the study area to ensure they protect water quality. The commercial zoning district (C-3) also allows for intensive commercial uses that may have an impact on the overall character of development and water quality.

LOT LEASE PROGRAM

While the creation of the leased lots provides revenues to the City, the delineation of the lots are not clearly identified. The City should continue to survey and plat the existing lake shore lots as well as future leased lots on or off of the lake shore. TA consideration of existing fees, as well as any future lease program fees should be evaluated to ensure they are consistent with market rates and demand.

LAKE SHORE PROTECTION OVERLAY

The Lake shore Protection Overlay Zone is only applicable for leased properties along the lake. The overlay should apply to the entire lake and provide stricter native buffering and vegetation requirements to protect water quality standards.

LAKE SPECIFIC DEVELOPMENT PATTERNS

Generally, development patterns along Lake 1 should remain the same, with enhanced recreation facilities to accommodate overnight stays and improvements to the boat ramp. Additional commercial services (i.e. a restaurant, shop, or similar use) may be appropriate near the boat ramp area to support the parks and increased access along the lake shore.

Additional recreation services should be evaluated on Lake 2 to provide services on the lake and lake shore. These uses can support recreation-based tourism for the study area. Park enhancements with overnight stay accommodations should be included to allow for greater use of Lakes while maintaining a more natural character.



The Dollar General store is one of the only non-residential uses in the study area. It provides residents and visitors with goods.

MOBILITY AND ACCESS

ACCESS FROM SHAWNEE

Roadway access to the Twin Lakes study area is generally limited. Since heavier vehicles can cause significant strain on some roadways, there are weight limitations on the bridges that provide direct east/west access for heavier vehicles, including fire trucks, RV's and other similar vehicles. Infrastructure improvements related to access should be evaluated to ensure future recreation opportunities are accessible and emergency services have quicker response times. This may include improvements to existing roadways and bridges outside of the study area, or adopting new roadway cross-sections that support higher frequencies of heavy vehicles.

RURAL ROADWAY CONDITIONS

Many of the roadways in the study area are rural cross-sections with limited shoulder space and various surface types. Routine maintenance is necessary to ensure the roads are in good condition. Future improvements such as wider shoulders along the roads can facilitate multi-modal access to the Twin Lakes.

SIGNAGE

Additional wayfinding and informational signage is needed to help inform residents and visitors of the parks and lake access at Twin Lakes.

TRAILS

Trails are a highly desirable amenity for the Twin Lakes. The City's trail network should be evaluated to include new trail opportunities to connect Shawnee proper to the study area. Trails should also be included in future recreation improvements around the lakes and incrementally built, either through public or private investments, over time within parks, as part of roadway projects, and development over time. There are opportunities to incorporate hard- and soft-surface trails along the lakes, and should be designed in a context-sensitive manner.



The rural roadways are designed to have open drainage systems and do not have pedestrian facilities or wider shoulders to accommodate bicycles and connect residents to the Twin Lakes study area.



There are areas where the roadways run close to the lake shore. These roads are frequently washed out and should be considered for relocation.

PUBLIC UTILITIES

WATER & SEWER

Water and sewer services are not readily available in the study area. Without the expansion of water and sewer, there will be limited opportunities for increasing densities and intensities.

To provide water and sewer, the public utility lines would need to be extended around eight miles to reach the lakes area. An alternative to extending the sewer line to the study area would be to construct a package water treatment plant large enough to accommodate the volume from the study area. The expansion of water and sewer would represent a large investment for the City, and would only be fiscally sustainable with greater development in the area.

While the rural water district supplies water to surrounding areas, it does not have a sewer system. If the City were to construct a water treatment plant near the study area, higher usage fees could be charged for non-city residents to support the ongoing use and maintenance of the facility.

FUNCTIONAL PRIVIES AND SEPTIC SYSTEM STANDARDS

Section 16-59 of the Code of Ordinances regulates sewage systems along the Twin Lakes. The code restricts the use of functional privies on leased properties. This code should be expanded to include all development along the lake shore, whether leased or owned, and properly define "function privies". Inspections for septic systems is outlined in this section, however, should be reviewed and strengthened to ensure highest quality and sanitation standards to protect the water quality in Twin Lakes.

RECREATION

CURRENT INVESTMENTS

The study area's existing parks provide opportunities for passive recreation activities such as picnicking and swimming. While new investments have been made to replace the restroom facilities at Glen Collins Park and Isaac Walton Park, other amenities have various levels of maintenance needs. Improvements to existing facilities may include:

- Relocation of swimming beaches to other parts of the lake to reduce maintenance needs
- Additional waste receptacles at picnic tables with grills
- Replacement of the children's play equipment
- Relocate the kayak launch to a more suitable location that provides better ADA access and reduces conflicts between motorized and non-motorized boats
- Maintenance Lake 1 boat ramps to provide two operational ramps
- ADA improvement measures (i.e. accessible routes to picnic tables, kayak launch, etc.)
- Improvements to pavilions to modernize the facilities, including recovering the pavilions, power outlets, and access to WiFi.



Existing amenities at Glen Collins park are at various stages of deterioration. Improvements can make the parks much more attractive to both area residents and visitors.

SAFETY

There are three main safety concerns related to recreation in the study area.

- The location, seclusion, and lack of amenities to attract users during slow times of the year contributes to not feeling safe while using the facilities.
- Behaviors of people using the parks can deter other residents from visiting parks. The addition of police patrols during the summer months, beyond what is currently provided, would monitor behavior during the busier time of the year.
- Additional signage related to rules and regulations at each park would inform visitors of the expectations for those using the parks.
- On-water safety concerns include boater behavior and the limited enforcement of rules on the lakes. A dedicated police dock, vessel, and staff would quicken response time for emergencies and allow the patrol the lakes more readily. Incremental investments can be made to allow improved safety over time.
- Camping enforcement and the use of Isaac Walton Park was also noted as a concern. Better enforcement of time limits and permit requirements could encourage more use of the park.



During the preferences assessment, the perception of safety with homeless campers at Isaac Walton Park was a concern expressed by numerous residents.

PERMITTING SYSTEM

Revenues derived from the existing permitting process are limited. Improvements to the permitting system and permits requirements may improve recreation revenues.

- Required boat stickers and periodic inspection to easily identify those who have a permit.
- Printed or digital permits for hunting and fishing should be required and readily available to show patrols.
- Camping reservations accompanied by a permit should be required.
- Parking for non-trailer vehicles in city parking lots would monitor lake usage and increase revenues.
- Current fees for pavilion rental should be evaluated, with consideration given to increasing fee rates during busier months.
- Improvements to the online and on-site permitting systems to increase the number of visitors acquiring required permits.



The permit cash boxes result in an honor-based permitting system that is not followed without enforcement.

FUTURE PARK AMENITIES

The Twin Lakes lack a regional draw. They provide on-water opportunities for boating, fishing, and tubing, yet there are limited shoreline amenities. In addition to improvements to existing parks, additional recreation amenities will help draw in more users. Based on the needs assessment, the following amenities should be considered:

- A mixture of paved and soft-surface trails along Lake 2, within lake parks, and connecting to Shawnee proper;
- Additional parking areas to support higher demand times;
- Incorporation of overnight stay accommodations (including RV campsites, yurts, cabins, or a lodge);
- Large destination-based recreation opportunities that are fee-entry to draw more visitors; and,
- Supportive commercial uses such as a bait shop, vending machine or kiosk, small convenience store, restaurant, or food truck area.

The market-assessment compared similar amenities to support overnight stay parks. This may include facilities and amenities from **Figure 3.22**, Overnight Examples and **Figure 3.23**, Day Examples. Additional day uses with associated fees will support the revenues for the study area.

Figure 3.22, Overnight Examples

Item	Occupancy
Tent/Primitive	Tent Pad Development
RV	Full Hookups, Pull-throughs
Cabin/Yurt	Simple or Upscale
Various	Spacing, Tree/Ground Cover, Setting (inland, waterfront, etc.), WiFi
Auxiliary	Showers/Restrooms, Laundry, Camp Store, Food Trucks, Electric Car Charging
Management	Park Rangers, On-site staff, Online Reservation System

Figure 3.23, Day Examples

Item	Occupancy
Water Oriented	Developed swimming area, slides, non-motorized watercraft rental, fishing gear rentals, pool/hot tub/sauna, marina
Land Oriented	Child play-area, bicycle rental, trail development (paved, ADA accessible, gravel, retaining structure), shore quality development
Event Spaces	Personal: Pavilions (electricity, water, cooking), Building (electricity, water, restrooms, small kitchen). Performance: Amphitheater (simple or full-stage)
Auxiliary	Showers/Restrooms, Food Trucks, Electric Car Charging
Management	Park Rangers, On-site staff, Online Reservation System



Example of a lake shore RV camping site with a picnic table for campers to use. The location of the RV site and amenities can create significantly higher revenue opportunities.



Soft surface nature trails can accommodate walkers enjoying nature or mountain bikers. These are types of activities not available at the Twin Lakes today.



Shaded play structures can provide non-water activities for families with young children during the summer.



Non-motorized boat rentals allow residents and visitors to enjoy being on the water without having to worry about owning or transporting a kayak or canoe.

PUBLIC SAFETY SERVICES

FIRE/EMS

The emergency response times for public safety services should be reduced. This may be accomplished by one of the following ways:

- Roadway improvements from Shawnee proper will allow Fire/EMS vehicles to use routes other than I-40 to respond to emergencies in the study area.
- The addition of a fire station in the study area would help response times, however, may be cost prohibitive. Additional coordination with surrounding communities may help in staffing a new emergency response center. This can start with staging of equipment in the area to assist with response times.

POLICE

The Shawnee Police Department patrols the roads and lakes in the study area.

- To improve response times, an additional patrol squadron dedicated to the Twin Lakes area may be considered.
- On-water support should be evaluated to ensure orderly boating and activities on the lake. The addition of a new police dock and boat, and a police unit to patrol the lakes would ensure safety on the lakes.

CODE ENFORCEMENT

The current system for code enforcement is reactive and complaint based. A proactive approach may need to be taken to improve safety on the lakes, including the evaluation of docks and shoreline seawalls. This may include an annual permit and inspection for all docks to ensure they are safely maintained and do not obstruct boating flow.

Regular visual inspections for shoreline debris should be conducted to reduce unnatural materials entering the lakes. During the site tour seawalls falling into the lake, lawn decorations, chairs, and play structures were observed, and were described as frequent occurrences by area stakeholders. Debris can impact water quality and local ecology, and also makes the lakes less attractive for visitors.



A new police boat dock on Lake 1 would provide more police presence and coverage on the lakes.



Annual permitting and inspection requirements can help ensure all docks are safe and meet city regulations.

NATURAL FEATURES

SHORELINE WATER QUALITY

To protect the water quality for Lakes 1 and 2, it will be important to evaluate conservation measures. This may include:

- Reviewing and increasing setbacks and buffering requirements from the lake shore.
- Requiring the use of "low impact development" techniques, stormwater management methods that assist with improving water quality for development, for any commercial or more intensive development near the lake shore.
- Improvements for permitting uses on the lake and structures along the lake shore.
- Continual maintenance of the floodplains and floodways to ensure there is clear flow and no obstructions into the lakes.
- Limiting public roadways within the floodplain, or relocating existing roads out of the floodplains to not block water flow.

WATER QUALITY PROTECTION

On-water measures should be considered to limit pollutants from entering the water bodies. While it may be appropriate to maintain motorized boats on Lake 1, the limitation of boat usage on Lake 2 to man-powered boats such as kayaks and canoes should be considered. By reducing oils and gas from motorized boats entering the water at Lake 2, it will protect water quality and improve for non-motorized lake users.

ZEBRA MUSSELS

Zebra Mussels are an invasive species and have been detected in the Twin Lakes. Invasive species pose a risk to local ecology and ecosystems. Shawnee should continue to support efforts to reduce the growth of the Zebra Mussel population. Continuing a robust public awareness campaign can help inform the public of how to help reduce the spread of the invasive species.

FISCAL CONDITIONS

TWIN LAKES REVENUES

Current growth patterns and permits limit revenues for the study area. Considerations to produce additional revenues for the Twin Lakes, which can help pay for infrastructure improvements and offset public safety services costs, include:

- Evaluating land uses and development patterns to encourage additional non-residential uses and higher density development patterns to increase tax revenues.
- Assessing existing permit fees and identifying new types of permits to provide additional revenue streams.
- New funding sources can be explored to support public services and projects, such as:
 - Public safety district or an assessment district;
 - Higher user fees for sewer outside of the City limits; and,
 - An increase in the lot lease fees

PUBLIC EXPENDITURES

In order to support growth in the Twin Lakes area for residents and visitors, substantial public infrastructure projects will be required. This may include:

- Expansion of water and sewer services to support new and expanded development.
- Enhancements of existing parks to support more diverse uses.
- Development of new parks to incorporate overnight accommodations and new day use activities to draw more tourism and support economic growth.
- Improvements to existing roadway infrastructure within and outside of the study area to enhance access.
- Additional public safety units (Fire/EMS and police), code enforcement officers, and maintenance crews to enhance public safety and address maintenance needs.





4 GROWTH SCENARIOS

CREATING THE GROWTH SCENARIOS

Having a future development plan that is balanced and supports the community's vision can be created through a scenario planning process. Scenario planning uses future land use designations coupled with anticipated revenues and expenditures to evaluate how various growth patterns will impact the City's fiscal sustainability. While scenario planning is an important tool in evaluating different growth options, it should be used with other data and resident wishes to paint a complete picture. One significant value of scenario planning is that it provides a baseline for continued evaluation and measuring progress over time.

The scenario planning process included the following steps:

1. **Baseline Conditions:** The baseline fiscal conditions for the Twin Lakes area set the foundation to evaluate future growth trends. This critical step evaluates how the current land uses and infrastructure impact the City's overall budget. The baseline conditions are described in Chapter 2 and attached as Appendix B.
2. **Growth Scenario Workshop:** The planning team hosted a workshop with the Advisory Committee and vested community members to put pen to paper while envisioning future land uses for the study area.
3. **Business As Usual Assessment:** The business as usual scenario provided the anticipated fiscal implications if no changes were made to current land use and growth patterns.
4. **Scenario 1: Step It Up:** The Step It Up Scenario evaluated growth based on slightly increasing allowed land uses in the study area.
5. **Scenario 2: Think Big!!!:** The Think Big Scenario evaluated growth based on expanding water and sewer to the area and dramatically increasing allowed densities and intensities in the study area.
6. **Consensus Scenario:** The Consensus Scenario, prepared using input from the Advisory Committee and residents, is built by blending the preferred aspects of the previous scenarios, and provides a balanced mix of growth to provide a balanced mix of growth to support recreation improvements, economic growth, and anticipated population growth.



The canal connecting Lake 1 and Lake 2 can signify the two different proposed development patterns around the lakes identified in the consensus scenario.



Improvements to existing parks to improve and modernize amenities can help support higher usage as Shawnee grows.

GROWTH SCENARIO WORKSHOP

A future growth scenario workshop which a variety of community members and the advisory committee was convened to explore growth under two possible scenarios.

The first part of the workshop included a review of existing growth patterns, including zoning and land use. Place types were introduced based on a mixture of the existing land use categories in the Next Horizons Comprehensive Plan (2019) and types specifically curated for the Twin Lakes. The baseline conditions and "Business as Usual" scenario were reviewed to create a foundation to build from.

The meeting facilitated small groups discussions related to the place types and the potential level of infrastructure investments associated with the Step It Up and Think Big scenarios. Study area needs included looping trails, general entertainment and services, overnight stay accommodations, enhanced public safety, and improved conservation measures.

The input from the workshop led to the place type designation and fiscal performance for each scenario. The results were discussed with the advisory committee in order to create the final consensus scenario.



Small group discussions allowed participants to express their opinions and hear from others.

SCENARIO DEVELOPMENT FISCAL ALIGNMENT

In order to determine the fiscal alignment of each scenario, a variety of data inputs and assumptions were necessary. The fiscal alignment applies a generalized cost per acre to each place type designation based on the anticipated revenues and costs of development in the defined area. The general formula for calculating the alignment per place type is as follows:

$$\text{Total Revenue Values (per acre)} - \text{Total Costs (per acre)} = \text{Net Value Per Acre}$$

In the formula above, total revenues are based on taxes, payments, permits, and similar sources, and costs are related to City expenditures such as roads, utilities, and similar public services. The net value per acre is multiplied by the total amount of acreage for the place type.

The evaluations of the overall acreage for the place types were then normalized based on the general assumptions for the scenarios. The assumptions focus on estimated population growth over the plan horizon and a general percent build-out of each place type.

A summary of the two possible scenarios is shown on the following pages.

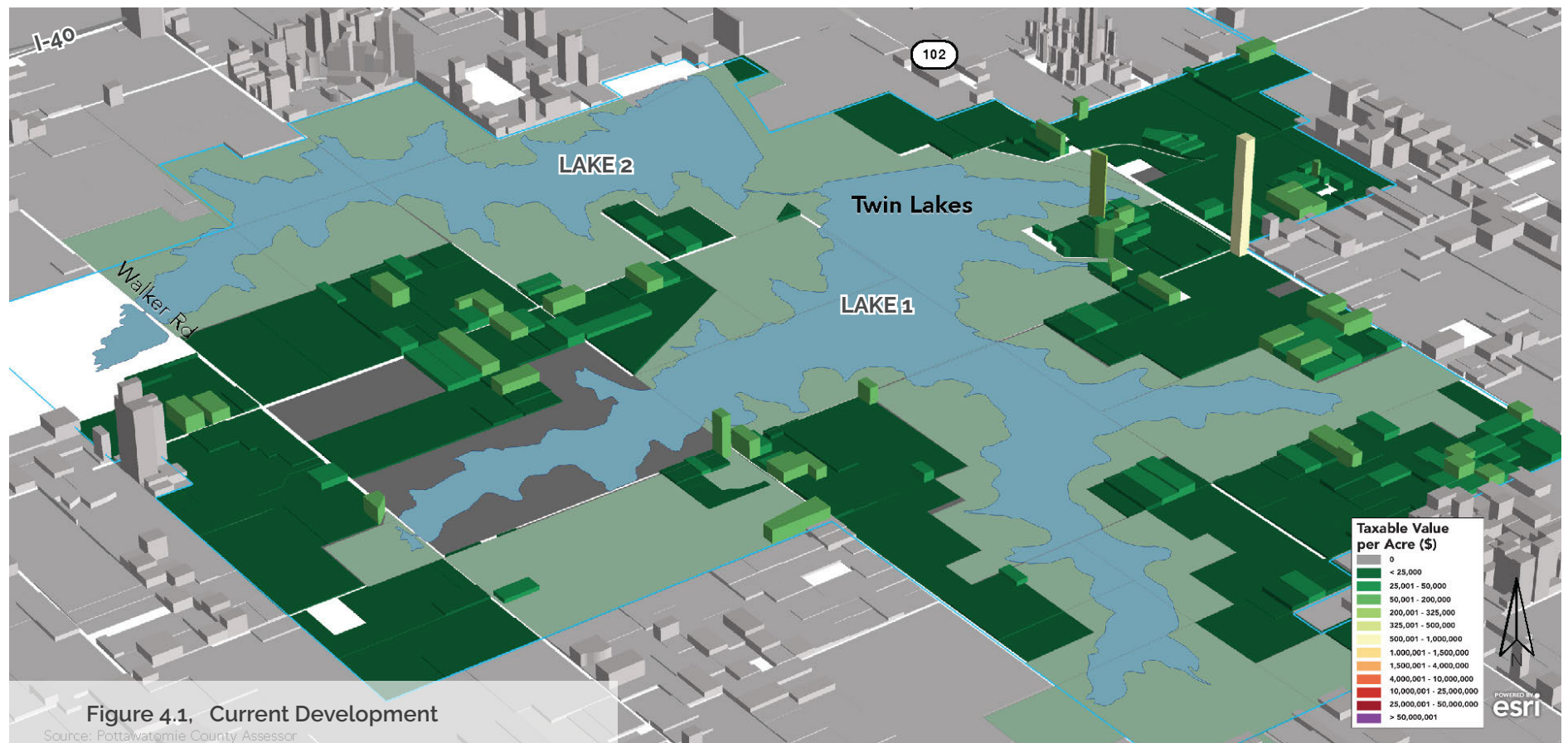


Each group presented their scenarios, including what kind of uses should be allowed where, and what recreation facilities should be included.

“BUSINESS AS USUAL” SCENARIO

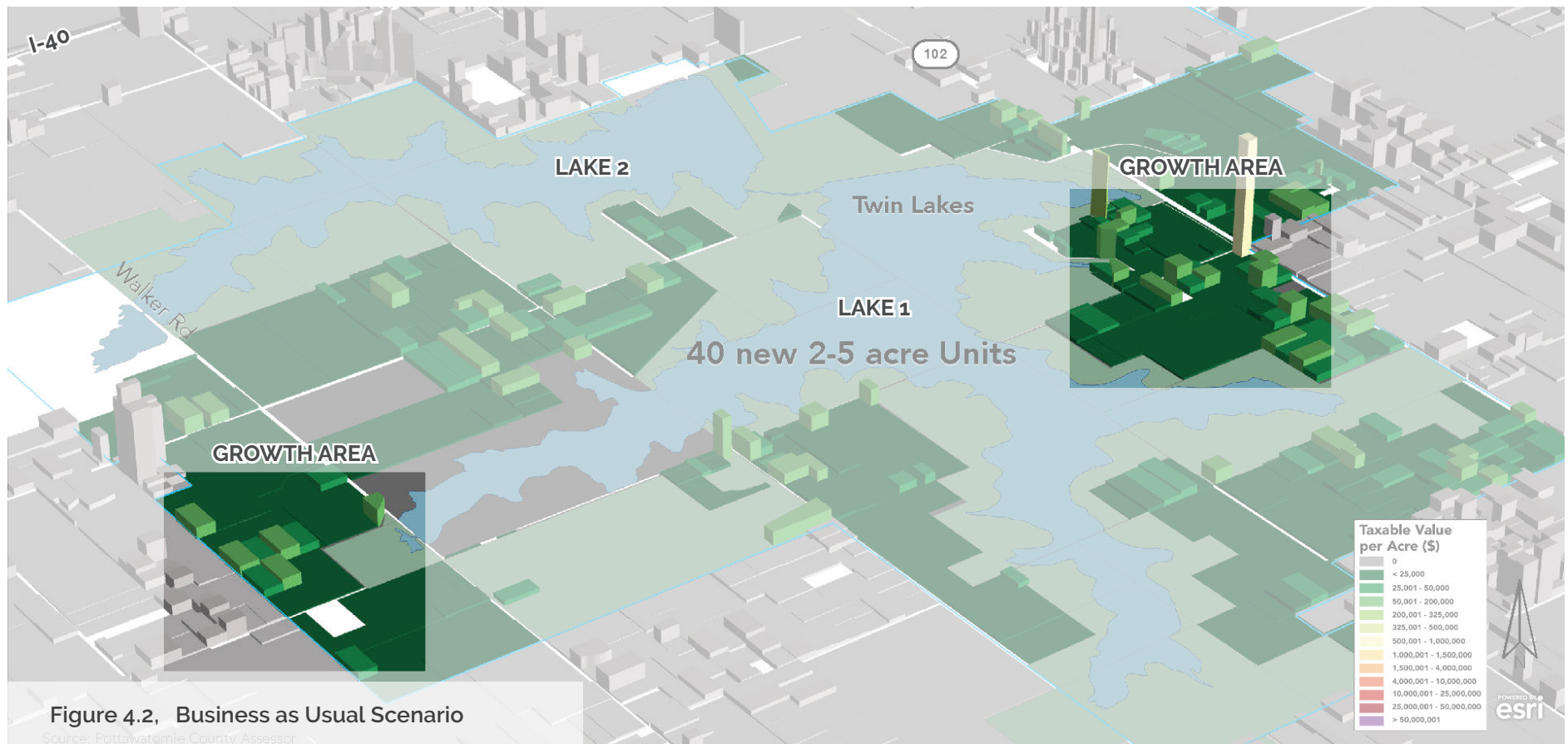
The “Business as Usual” scenario used the projection of current development trends and types to illustrate future growth in the study area. **Figure 4.1**, Current Development (below) shows the existing value per acre, and **Figure 4.2**, Business as Usual Scenario (page 60) illustrates the anticipated location and estimated value per acre for new residential development in the study area, primarily on the western and eastern sides of Lake 1, as shown within the boxes in the figure and labeled as “Growth Area”.

The Business as Usual scenario assumed that similar development trends and investments would be made through the plan horizon. This included approximately 40 new dwelling units and no new commercial. The low projected growth rate limits new revenue for the City. The Business as Usual scenario assumes no changes to the future land use map in the study area.



New growth is assumed to occur near OK-102, where recent rezoning requests have been made, and on the west side of the study area to absorb population growth from the Oklahoma City metropolis. New residential development is consistent with larger lot (one acre or more) home sites serviced by well and septic systems.

The scenario also assumes the same level of investment in public infrastructure, including limited improvements to recreation areas, routine maintenance to roads, and no expansion in the delivery of public services. By limiting future expenditures, the City does not assume many new costs for the area. The estimated net fiscal performance for this scenario is \$145,396, likely due to the limited infrastructure improvements and investments.



STEP IT UP SCENARIO

The Step It Up Scenario evaluated the study area as if the development was increased slightly from the business as usual scenario.

- **Residential Assumptions:** This scenario assumes a population growth of 800 new residences in the study area, which is around 14 percent of the future population growth assumed for the City of Shawnee. To accommodate this, there is an assumed increase in large lot residential primarily east and north of the Twin Lakes where population is expected to expand to first from Shawnee proper.
- **Commercial Assumptions:** Expanded commercial growth is generally limited in scale, and is assumed to be consolidated at key intersections along OK-102 and Lake Road. The addition of "Lakeside Markets" at parks will provide supplemental small-scale commercial services at these areas.
- **Recreation Assumptions:** Investments to existing recreation facilities are moderate. Improvements are assumed to include the modernization of recreational amenities at existing parks and developing limited areas for RV and short-term overnight stay accommodations, such as primitive campgrounds.
- **Public Infrastructure Assumptions:** There will be limited improvements to public infrastructure. There may be minor roadway improvements to support new recreation uses and residential growth. Water and sewer services would not be extended to the area.

FISCAL IMPLICATIONS

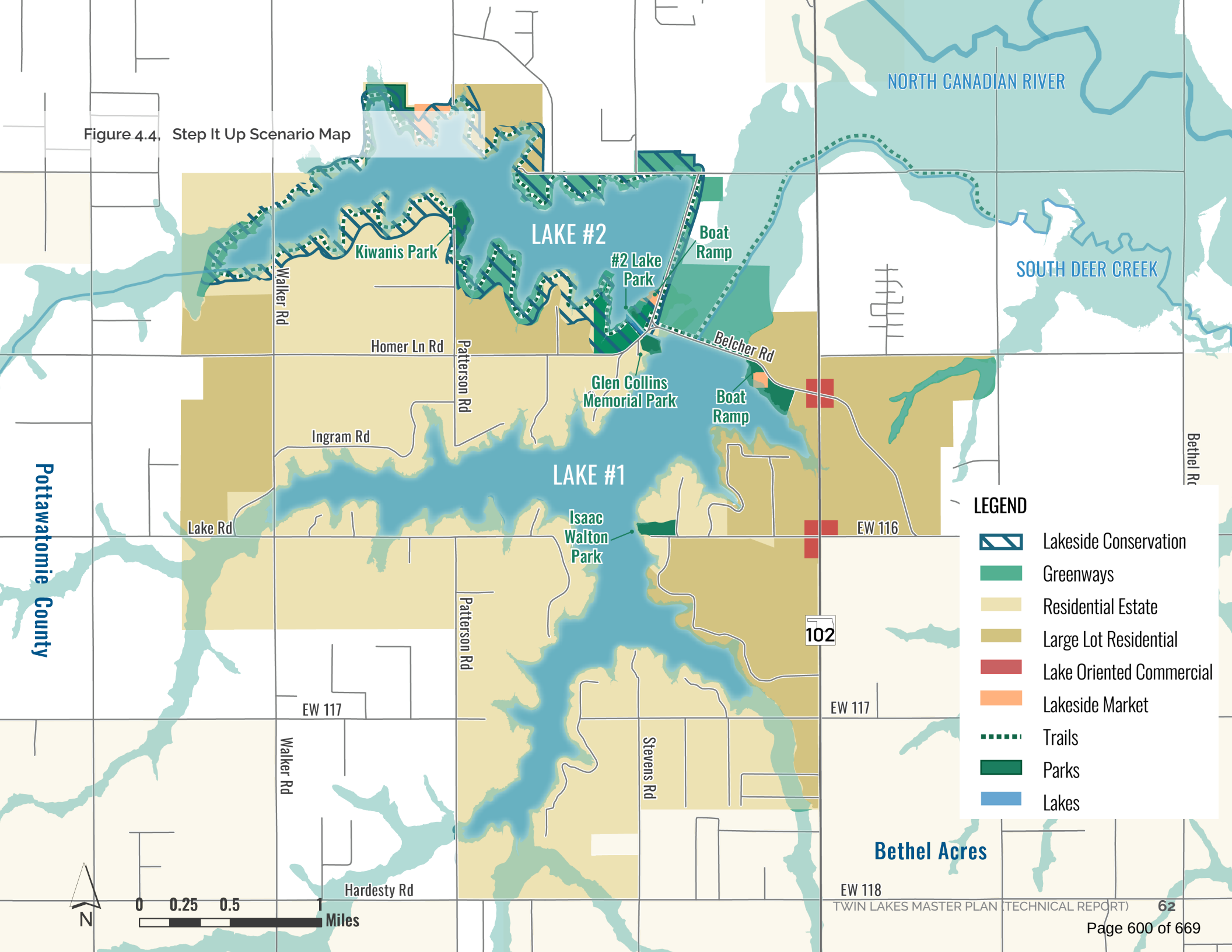
The Step It Up Scenario is estimated to have a negative net revenue for the City of approximately \$350,000 dollars annually. This largely stems from the lack of commercial and recreation growth which are the largest contributors to revenue generation for the study area.

Figure 4.3. Step It Up Scenario Summary

Place Type Category	Approx. Acres	Percentage
Residential Estate	3,658	47%
Large Lot Residential	996	13%
Lakeside Market	32	<1%
Lake Oriented Commercial	103	1%
Parks/Greenways	764	10%
The Twin Lakes*	2,166	28%
Totals	7,719	100%

*The Twin Lakes area consists of the lakes. While a conservation overlay may be applied to the overall area, it is not included as its own acreage. It is included within other place type calculations.

Figure 4.4. Step It Up Scenario Map



LEGEND

- Lakeside Conservation
- Greenways
- Residential Estate
- Large Lot Residential
- Lake Oriented Commercial
- Lakeside Market
- Trails
- Parks
- Lakes

Bethel Acres

THINK BIG!! SCENARIO

The Think Big Scenario evaluated the study area if there were major increases to densities and intensities from the business as usual scenario.

- **Residential Assumptions:** This scenario assumes a population growth of 2,000 new residences in the study area, which is around 34 percent of the future population growth assumed for the City of Shawnee. To accommodate this, there is an assumed increase in residential units of varying densities east and north of the Twin Lakes including smaller lot single-family, townhomes, and apartments. Additional large lot residential along the western edge of the study area is anticipated due to growth pressures extending from the OKC Metroplex.
- **Commercial Assumptions:** There is greater commercial and mixed-use growth east of the Twin Lakes. These areas accommodate retail, entertainment, overnight stay accommodations, and offices. The larger scale commercial areas support residences and visitors.
- **Recreation Assumptions:** There are major investments to recreational facilities, including the development of RV Parks, the addition of Destination Recreation, and general modernization of existing amenities. The enhanced amenities will draw more visitors to the Twin Lakes.
- **Public Infrastructure Assumptions:** There may be major roadway improvements to support new recreation uses and residential growth. Water and sewer services are extended to the area.

FISCAL IMPLICATIONS

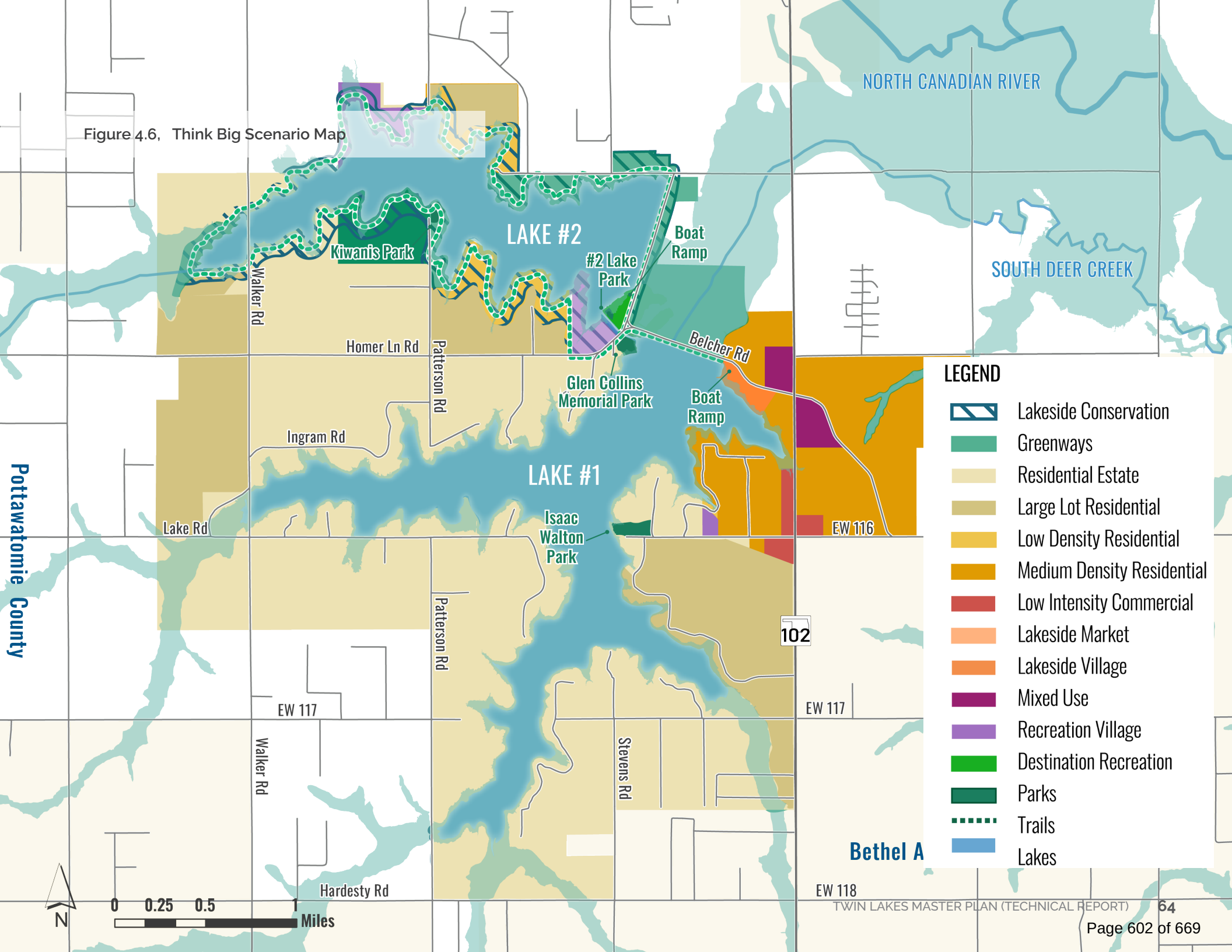
The Step It Up Scenario is estimated to have a negative net revenue for the City of approximately \$641,000 dollars annually. This largely is due to the cost to expand water and sewer services to the study area.

Figure 4.5, Think Big Scenario Summary

Place Type Category	Approx. Acreage	Percentage
Residential Estate	2,655	34%
Large Lot Residential	412	5%
Low Density Residential	542	7%
Medium Density Residential	698	9%
Low Intensity Commercial	115	1%
Lakeside Market	11	0%
Lakeside Village	84	1%
Mixed Use	49	1%
Parks/Open Space	714	9%
Recreation Village	245	3%
Destination Recreation	28	0%
Twin Lakes	2,166	28%
Totals	7,719	100%

*The Twin Lakes area consists of the lakes. While a conservation overlay may be applied to the overall area, it is not included as its own acreage. It is included within other place type calculations.

Figure 4.6, Think Big Scenario Map



LEGEND

-  Lakeside Conservation
-  Greenways
-  Residential Estate
-  Large Lot Residential
-  Low Density Residential
-  Medium Density Residential
-  Low Intensity Commercial
-  Lakeside Market
-  Lakeside Village
-  Mixed Use
-  Recreation Village
-  Destination Recreation
-  Parks
-  Trails
-  Lakes

EW 118

TWIN LAKES MASTER PLAN (TECHNICAL REPORT)

64

Page 602 of 669

CONSENSUS SCENARIO

The Consensus Scenario blended the two scenarios in order to achieve a more balanced growth pattern and fiscal outcomes.

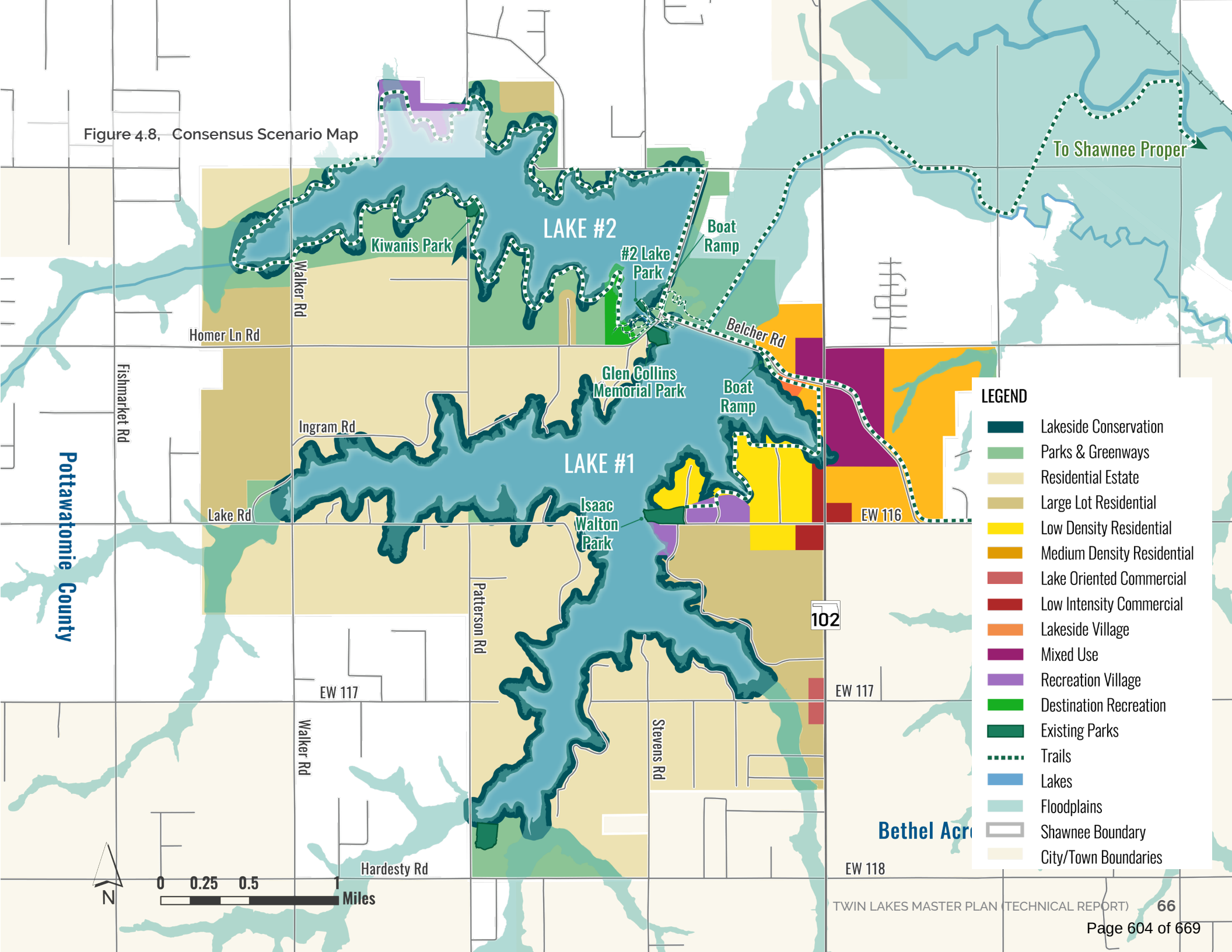
- **Residential Assumptions:** The scenario assumes a population growth of 2,000 new residences in the study area, which is around 34 percent of the future population growth assumed for the City of Shawnee. To accommodate this, there is an assumed increase in residential units of varying densities east of the Twin Lakes, including smaller lot single-family, townhomes, and apartments. Not all of the land area designated for residential place types are assumed to be built-out through the 20-year plan horizon.
- **Commercial Assumptions:** There is greater commercial and mixed-use growth east of the Twin Lakes, concentrated near the OK-102 and Lake Road intersection. These areas accommodate retail, entertainment, overnight stay accommodations, and offices. The larger scale commercial areas support residences and visitors. While larger areas have commercial-based place types, only a small percentage of the parcels are projected to be built-out through the 20-year plan horizon.
- **Recreation Assumptions:** There are major investments to recreational facilities, including the development of RV Parks, Destination Recreation, a lodge, and the modernization and redevelopment of existing amenities. The enhanced amenities will draw more visitors to the Twin Lakes and provide more opportunities for camping, recreating, and relaxing at the Twin Lakes.
- **Public Infrastructure Assumptions:** There may be major roadway improvements to support new recreation uses and residential growth. Water and sewer services are extended to portions of the area north of Lake Road. Municipal services may be provided at higher rates to development outside of the City limits.
- **Conservation Measures:** Enhanced conservation areas around the lakes will ensure the long-term sustainability of the lakes water quality.

Figure 4.7, Consensus Scenario Summary

Zoning District	Approx. Acreage	Percentage
Residential Estate	2,584	33%
Large Lot Residential	741	10%
Lake Oriented Commercial	49	1%
Low Density Residential	236	3%
Medium Density Residential	418	5%
Low Intensity Commercial	65	1%
Lakeside Village	5	0%
Mixed Use	138	2%
Parks and Greenways	991	13%
Destination Recreation	4	0%
Recreation Village	99	1%
Twin Lakes & Lakeside Conservation	2,389	31%
Totals	7,719	100%

*The Twin Lakes & Conservation area consists of the lakes, floodplains, and additional buffers. The conservation area may be increased in areas that are environmentally sensitive or publicly owned.

Figure 4.8, Consensus Scenario Map



CONSENSUS SCENARIO FISCAL PERFORMANCE

The Consensus Scenario is estimated to have a negative net revenue for the City of approximately \$23,000 dollars annually, based on 2023 dollars, however it should be noted that the numbers can be affected by many things and will vary over time. This largely is due to the cost to expand water and sewer to the study area. While the consensus scenario does not show a positive return, there are factors that can contribute to a more balanced future.

- **Land Use Mix:** As highlighted in the assumptions, there are a variety of residential and commercial uses permitted with the consensus scenario. The assumptions include 2,000 new residences and only a portion of the parcels being built out by the planning horizon. If growth rates are higher with greater development in retail and commercial services, there would be higher revenues due to more residents sharing the cost of the public infrastructure and greater tax revenues.
- **Recreation Fees:** There is a larger emphasis placed on revenue opportunities with recreational areas, including payment for entry, rentals, overnight stay accommodations, Enhancements to the permitting system and increasing the types of permits, will help increase general revenues which can then be filtered back into the recreation components in the Twin Lakes.
- **Public Infrastructure Fees:** The expansion of municipal services may be not limited to city residents. While the rural water district provides potable water, there is not access to sanitary sewer. If residents outside of the City limits request access to the sanitary sewer system, Shawnee could charge higher rates for non-city residents. This type of fee system can supplement the City's investment into the utility system.
- **Lease Program:** The City of Shawnee owns a significant amount of land around the lakes and within the study area. If the lease program continues, the City should evaluate a tiered fee system in addition to increasing the existing fees to better support the provision of public services to the area.

THE FUTURE DEVELOPMENT PLAN

The Future Development Plan is based on the "Consensus Scenario". The development plan establishes the formal policy for land use and development in the Twin Lakes study area. The future development map depicts growth through a place-based approach, which uses land uses as well as the intended character and scale of development, to guide how future growth should occur within an area. The Twin Lakes Master Plan applies 12 distinct place types, ten of which originate from the Shawnee Next Horizons Comprehensive Plan (2019) but have been updated to better support the desired development pattern within the Twin Lakes study area. Place types are described in more detail on pages (71-82).

FUTURE DEVELOPMENT PLAN INTERPRETATION

In considering development proposals and zoning decisions for Twin Lakes study area properties, policy makers, plan implementers, developers, and the public should make the following assumptions:

GENERALIZED MAP¹

The Future Development Plan map should be interpreted generally and is not intended to provide the specificity or the rigidity of a zoning map or engineering document.

The boundaries between land uses on the map are "fuzzy" lines and are meant to show approximate areas for transition, rather than rigid boundaries. The exception to this are those areas that preserve floodplains and wetlands.

PROPERTY OWNERS DECIDE¹

The Future Development Plan map depicts new land uses for privately owned properties. The transition of these properties from their current use to the depicted use is expected to occur slowly over time, in response to market demands as property owners voluntarily sell, develop, or change the use of their land, or in the case of municipal properties, at the time the City chooses to promote new investment opportunities.

1: Derived from Shawnee Next Horizons Comprehensive Plan (2019)

STREET CONNECTIVITY¹

Critical arterial and collector street connections are specified on the Future Development Plan map, though the exact routes will depend on detailed engineering studies. Local streets will be determined as development occurs.

PRECEDENCE

The distribution of place types on the Future Development Plan map differs than those in the Shawnee Next Horizons Future Land Use Plan. New place types have also been added to the Future Development Plan while pre-existing land use classifications have been modified on a case-by-case basis.

Where such variations exist, the provisions of this Master Plan will take precedence.

GROWTH PATTERNS

While the Future Development Plan depicts development patterns and place types significantly higher than what currently exists today, it is important to acknowledge that the growth is focused within a small part of the study area. Over 83 percent of the study area is classified as rural or conservation place types. This means that a majority of the study area will remain like it is today, with a more pastoral and placid atmosphere.

PLACE TYPES

The Twin Lakes future development plan has been prepared by using a 'place based' approach to land use and development patterns. This approach looks beyond the basic use of land to also consider building and site design characteristics - including development intensity and form, appearance, and physical arrangement - to present the preferred image of the area over time. The place types are grouped into three overarching categories based on the intended uses, area character, and development scale. The three categories are rural, lake district, and conservation.

RURAL PLACE TYPES

Rural place types are sparsely developed areas that include significant areas of open space. These areas may include low density residential, farming, agricultural uses, and floodplains. The areas are serviced by well and septic and have rural roadway design.

LAKE DISTRICT PLACE TYPES

Lake district place types are where growth and development is anticipated to provide a wider range of uses, intensities, and densities. These areas are intended to create an environment to support tourism, retail, services, and residential uses. These areas are serviced by water and sewer and have urban roadway design that enhances walkability and connectivity.

CONSERVATION PLACE TYPES

Conservation place types support recreation and preservation along and near the twin lakes. These place types promote regional and local use of the parks while ensuring the long-term water quality of the Twin Lakes.

STUDY AREA PLACE TYPE BREAKDOWN

The following shows the breakdown of character areas, associated place types, and the approximate assigned acreage and percent of each place type within the Twin Lakes study area.

CHARACTER AREA	PLACE TYPE	ACRES	PERCENT
RURAL PLACE TYPES	RESIDENTIAL ESTATE	2,584	33%
	LARGE LOT RESIDENTIAL	741	10%
	LAKE ORIENTED COMMERCIAL	49	1%
LAKE DISTRICT PLACE TYPES	LOW DENSITY RESIDENTIAL	236	3%
	MEDIUM DENSITY RESIDENTIAL	418	5%
	LOW INTENSITY COMMERCIAL	65	1%
	LAKESIDE VILLAGE	5	<1%
	MIXED USE	138	2%
	DESTINATION RECREATION	4	<1%
CONSERVATION PLACE TYPES	LAKESIDE CONSERVATION	2,389*	31%
	PARKS AND GREENWAYS	991	13%
	RECREATION VILLAGE	99	1%

*Approximate area of lakes and conservation area, however the conservation area may extend into other place types.

PLACE TYPE DESCRIPTIONS

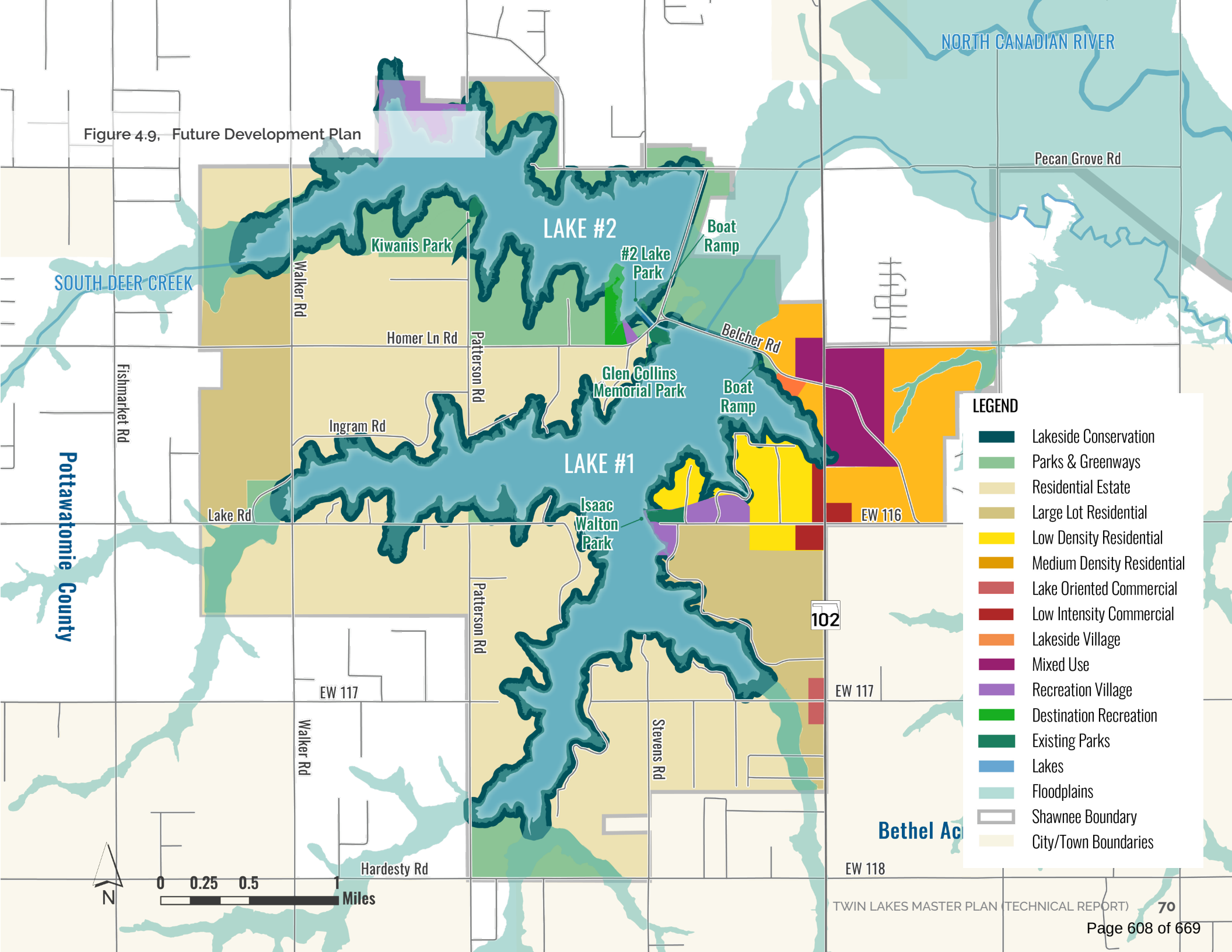
The Twin Lakes Master Plan applies 12 distinct place types, ten of which originate from the Shawnee Next Horizons Comprehensive Plan (2019) but have been updated to better support the desired development pattern within the Twin Lakes study area.

Each place type includes the following elements:

- **Description:** The purpose and overarching character.
- **Potential Zoning:** Each place type may be implemented through a variety of existing zoning districts. In some cases, new zoning districts may be required.
- **Intensity:** The scale of growth, either expressed as dwelling units per acre.
- **Uses:** Lists general uses allowed in each place type.
- **Form:** Highlights development parameters to create the intended character, including general location, development considerations, and mobility connectivity.
- **Compatibility:** Defines how developments should align with surrounding areas.
- **Parking:** Describes how parking areas should be designed.

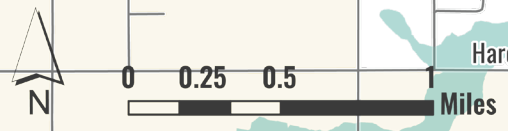
The place types build on the existing future land use categories. The abbreviation N/A is used where there are no differences from the comprehensive plan development parameters.

Figure 4.9. Future Development Plan



LEGEND

- Lakeside Conservation
- Parks & Greenways
- Residential Estate
- Large Lot Residential
- Low Density Residential
- Medium Density Residential
- Lake Oriented Commercial
- Low Intensity Commercial
- Lakeside Village
- Mixed Use
- Recreation Village
- Destination Recreation
- Existing Parks
- Lakes
- Floodplains
- Shawnee Boundary
- City/Town Boundaries



RESIDENTIAL ESTATE

DESCRIPTION

Residential Estate areas are intended for large lot (5+ acre) rural living areas that emphasize single family, and may include themed subdivisions or clustered to preserve open space. Low-intensity agricultural-related commercial uses may be allowed along major roadways.

POTENTIAL ZONING

Agricultural District, Lake Zoning District

INTENSITY

1 unit per 5-acres

USES

Large lot residential homes, ranchettes, and agriculture related services are appropriate in these areas. Civic uses are generally allowed, with special permission for higher intensity uses.

FORM

Larger residential development lots (5+ acres) will be on well and septic serviced by rural roadways. Residential Estates will have deep setbacks and wide lots to promote a sense of more rural living. Open spaces and environmentally sensitive areas, such as drainage ways, native prairies, or other floodplains, should be preserved.

COMPATIBILITY

Compatible with most detached single-family housing. Traffic and higher intensity uses should be directed away from these areas. Building elements and scale should be consistent with the surrounding areas.

PARKING

A majority of parking should be accommodated off-street in private garages and driveways. For commercial uses, off-street parking areas should be accommodated in surface parking lots. Parking facilities should be designed to manage stormwater and be screened from adjacent, non-complimentary land-uses.



Example of Residential Estate



Example of Residential Estate

LARGE LOT RESIDENTIAL

DESCRIPTION

Large Lot Residential neighborhoods emphasize single-family detached homes on lots greater than one acre.

POTENTIAL ZONING

Agricultural District, Lake District

INTENSITY

>1 unit per acre

USES

The Large Lot Residential uses are single-family detached housing with 1 unit per acre. Civic uses, such as parks, churches, schools, and government uses may be allowed. Developments larger than three acres per unit will likely not have city services in the future.

FORM

N/A (see *Large Lot Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 91*).

COMPATIBILITY

Compatible with most detached single-family housing. Traffic and higher intensity uses should be directed away from these areas. Building elements and scale should be consistent with the surrounding areas.

PARKING

N/A (see *Large Lot Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 91*).



Example of Large Lot Residential Type



Example of Large Lot Residential Type

LAKE ORIENTED COMMERCIAL

DESCRIPTION

Areas with easily accessed by the Shawnee lakes. Commercial services should serve residents in the area and visitors using the lakes for recreational purposes. These areas are serviced by well and septic systems.

POTENTIAL ZONING

Local Commercial, Lake District

INTENSITY

N/A

USES

A mix of complementary small scale commercial uses including service oriented businesses.

FORM

N/A (see *Lake Oriented Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 99*).

COMPATIBILITY

N/A (see *Lake Oriented Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 99*).

PARKING

N/A (see *Lake Oriented Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 99*).



Example of Lake Oriented Commercial



Example of Lake Oriented Commercial

LOW DENSITY RESIDENTIAL

DESCRIPTION

Neighborhoods emphasizing single-family detached homes, although other single-family attached and small lot single-family homes may be permitted based on location.

POTENTIAL ZONING

Single-Family Residential districts

INTENSITY

1-4 units/acre

USES

Primarily single-family detached development, although innovative single-family forms may be permitted with special review. Civic uses are generally allowed, with special permission for higher intensity uses. Development will be serviced by city utilities (i.e., water and sewer).

FORM

N/A (see *Low Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 92*).

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks.

COMPATIBILITY

Compatible with most detached single-family housing. Limited attached single-family and townhomes may be appropriate near commercial uses. Traffic and higher intensity uses should be directed away from these areas. Building elements and scale should be consistent with the surrounding areas.

PARKING

N/A (see *Low Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 92*).



Example of Low Density Residential



Example of Low Density Residential

MEDIUM DENSITY RESIDENTIAL

DESCRIPTION

Neighborhoods that incorporate a mix of housing types, including single-family detached and attached, townhouse, and small lot single-family. Civic uses would also generally be allowed, with special permissions for higher intensity uses.

POTENTIAL ZONING

Combined Residential District

INTENSITY

4-12 units per acre

USES

There should be a mix of housing styles including single-family detached, single-family attached, and townhouses. Civic uses are allowed. Limited multi-family development may be allowed with special review

FORM

N/A (see *Medium Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 93*).

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks.

COMPATIBILITY

Compatible with a mixture of residential uses. Appropriate buffers shall exist between higher density and intensities areas with lower density single-family detached areas.

PARKING

N/A (see *Medium Density Residential in Shawnee Next Horizons Comprehensive Plan (2019) page 93*).

Off-street parking lots shall incorporate low-impact development techniques and manage stormwater.



Example of Medium Density Residential



Example of Medium Density Residential

LOW INTENSITY COMMERCIAL

DESCRIPTION

These are areas with easily accessed neighborhood commercial services. Development in this area may support lake users, residents, or customers from the larger region.

POTENTIAL ZONING

Neighborhood Commercial District; Suburban Office Commercial District

INTENSITY

7-12 units per acre

USES

Smaller scale commercial uses with limited higher density residential uses and civic uses. Amenities such as parks, plazas, and quality streetscapes should act as neighborhood centers.

FORM

N/A (see *Low Intensity Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 96*).

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks.

COMPATIBILITY

N/A (see *Low Intensity Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 96*).

PARKING

N/A (see *Low Intensity Commercial in Shawnee Next Horizons Comprehensive Plan (2019) page 96*).

Off-street parking lots shall incorporate low-impact development techniques. Generally, off-street parking areas should be located to the side and rear of commercial buildings.



Example of Low Intensity Commercial



Example of Low Intensity Commercial

LAKESIDE VILLAGE

DESCRIPTION

These areas include a mix of commercial and residential uses along the lake shore of Lake 1. This area should include a diversity of land uses along interconnected streets to encourage walkability and activate the lakes for commercial and retail services.

POTENTIAL ZONING

Neighborhood Commercial District; Central Business District

INTENSITY

12+ units per acre

USES

Integrated mixed-use development including commercial, multi-family, single-family attached, tourism-related uses, and offices to support a dynamic lakeside community.

FORM

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks and lake shore. Buildings are less than four stories and set back a minimum of 100' from the normal high water line. There should be a high level of connectivity throughout the lakeside village, and the site and building design and operations should support a pedestrian friendly environment.

COMPATIBILITY

Compatible with a mixture of uses that can be close together and horizontally or vertically integrated. Appropriate buffers shall exist between the development and the lake shore, and between less intensive land uses.

PARKING

Parking is accommodated through surface parking lots or parking structures. Parking should be screened from street fronts behind active store fronts. Off-street parking lots shall incorporate low-impact development techniques and manage stormwater.



Example of Lakeside Village



Example of Lakeside Village

MIXED USE

DESCRIPTION

These areas improve economic performance and opportunities for social interaction, by locating diverse and complementary uses in close proximity. Higher-density mix of housing, major commercial, office, and tourism-related uses create vibrant areas.

POTENTIAL ZONING

Neighborhood Commercial District; Central Business District

INTENSITY

12+ units per acre

USES

Integrated mixed-use development including commercial, multi-family, single-family attached, tourism-related uses, offices, and other regional attractors. Residential uses range from townhomes to apartments.

FORM

N/A (see *Mixed Use in Shawnee Next Horizons Comprehensive Plan (2019) page 95, except industrial uses are not permitted*).

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks.

COMPATIBILITY

N/A (see *Mixed Use in Shawnee Next Horizons Comprehensive Plan (2019) page 95*).

Buildings shall be less than five stories and incorporate buffers between less compatible uses.

PARKING

N/A (see *Mixed Use in Shawnee Next Horizons Comprehensive Plan (2019) page 95*).

Off-street parking lots shall incorporate low-impact development techniques.



Example of Mixed Use



Example of Mixed Use

DESTINATION RECREATION

DESCRIPTION

Destination Recreation are recreation facilities that acts as a statewide draw for tourism. Destination Recreation will include elements not typically found in other parks.

POTENTIAL ZONING

New District Likely Needed

INTENSITY

N/A

USES

Should include ADA accessible facilities, such as kayak launches, play equipment, and walking paths. Small-scale commercial uses could be included within the destination recreation area. Overnight accommodations in the form of a lodge or hotel may be appropriate.

FORM

High emphasis shall be placed on providing pedestrian trails and connections to the Twin Lakes parks and lake shore. Tourism-related uses and park infrastructure is ADA accessible. Structures shall generally be less than three stories or 45 feet.

COMPATIBILITY

Compatible with a mixture of uses that support tourism, including a small theme park or destination resort that is a regional tourism attraction. Appropriate buffers shall exist between the development and the lake shore.

PARKING

Parking is accommodated through surface parking lots or parking structures. Parking should be screened from street fronts. Off-street parking lots shall incorporate low-impact development techniques and manage stormwater.



Example of Destination Recreation



Morgan's Wonderland in San Antonio, Texas is an example of a type of Destination Recreation. Photo Source: Leisurecamp.net

LAKESIDE CONSERVATION

DESCRIPTION

Lakeside Conservation areas are an overlay area along the lakeside with standards to protect the shoreline. The lakeside conservation will protect water quality, enhance wildlife habitats, and reduce shoreline erosion.

POTENTIAL ZONING

Improvement to Existing Overlay

INTENSITY

N/A

USES

The area should maintain and enhance native vegetation. The removal of native vegetation for excavation, building, seawalls, or similar uses is prohibited. Permits are required to build docks through the lakeside conservation areas.

FORM

High emphasis shall be placed on protecting the shoreline. An additional setback from the ordinary high water line should be placed for any structure. Development within the setback is limited.

COMPATIBILITY

Appropriate spacing requirements must be met between any buildings and the lakeside conservation area. Any future clearing of vegetation is prohibited, and existing seawalls shall not be expanded.

PARKING

N/A



Example of Lakeside Conservation



Example of Lakeside Conservation

PARKS AND GREENWAYS

DESCRIPTION

Parks are areas that provide recreation opportunities along Twin Lakes.

POTENTIAL ZONING

Various

INTENSITY

N/A

USES

Parks uses are primarily natural. If there is any development, it is recreational and low impact to the environment to protect the open natural space. Some development examples might be park shelters, trail corridors, or nature preserves.

FORM

N/A (see *Parks & Greenways in Shawnee Next Horizons Comprehensive Plan (2019) page 102*).

COMPATIBILITY

N/A (see *Parks & Greenways in Shawnee Next Horizons Comprehensive Plan (2019) page 102*).

Generally, more intensive recreation uses, such as ball fields, are discouraged.

PARKING

N/A (see *Parks & Greenways in Shawnee Next Horizons Comprehensive Plan (2019) page 102*).

Off-street parking lots shall incorporate low-impact development techniques.



Example of Campsite Amenities and Pad Space



Example of a Lakefront Park Amenity

RECREATION VILLAGE

DESCRIPTION

A Recreation Village is an overnight stay park, with a wide variety of recreation facilities and services needed to support a range of users. All recreation villages must be ADA accessible.

POTENTIAL ZONING

N/A

INTENSITY

N/A

USES

Overnight accommodations such as camping hook-ups, cabins, yurts, and lodges facilitate visitor stays at the Twin Lakes. Supporting recreational uses such as trails, kayaking, beaches, play equipment, and picnic areas support park users. Small-scale commercial uses within the park, such as a convenience store or restaurant is allowed within the park area.

FORM

High emphasis shall be placed on protecting the shoreline. An additional setback from the ordinary high water line should be placed for any structure. Development within the setback is limited to passive recreation uses. An interconnected trail network should be included within the park and connecting to surrounding areas.

COMPATIBILITY

Appropriate spacing requirements must be met between any buildings or camping areas and the lakeside conservation area. Appropriate buffering between surrounding residential areas and the campgrounds should be included.

PARKING

Off-street parking lots shall incorporate low-impact development techniques and manage stormwater. RV parking areas must incorporate vegetation and spacing to promote privacy within each parking area.



Example of a Recreation Village Cabin



Example of a Recreation Village RV Campsite





5 WORK PROGRAM

THE WORK PROGRAM

This final chapter represents the collective recommendations and implementation work program based on the needs assessments. The work program serves as a checklist for Shawnee moving forward as the City implements the plan over the next 20 years.

The work program focuses on policies, programs, and investments related to specific topics for Twin Lakes growth and development. These include:

- **Growth Patterns** focus on implementing the Future Development Plan and encouraging appropriate development character for the study area (pages 87 - 91).
- **Public Infrastructure:**
 - **Roadways and Multi-Modal Access** includes roadway and pedestrian improvements throughout the study area to enhance access for all types of movement (pages 93 - 98).
 - **Utilities** provides recommendations on the timing type of expansion of water and wastewater services (pages 99 - 102).
 - **Recreation** outlines recommendations to improve existing and future recreation areas (pages 103 - 116).
- **Public Safety Services** produces guidance to improve emergency responses in the study area (pages 117 - 122).
- **Natural Features** supports water quality preservation and the protection of the shoreline (pages 123 - 128).

Work program strategies are provided on subsequent pages with explanatory text. Each topical section is concluded with the work program table. Strategies are organized by topic, not priority level. Please reference the work program tables (Figures 5.1 - 5.6) for strategy type, timeframe, general cost range, implementing agency, potential partnerships, guiding principles, and corresponding strategies.

STRATEGY TYPES

The work program includes over 64 recommended strategies (actions) which can be undertaken to address the needs outlined by the Master Plan to create a Twin Lakes that is more broadly enjoyed, environmentally secure, and better served than today. Each recommended strategy is categorized by type.

PROGRAM AND POLICY STRATEGIES:

- **Study:** Follow-up analysis or investigation required to determine the best solution.
- **Regulation:** New or change to existing regulation which requires Council approval of changes to City ordinances.
- **Policy:** New or modified formal process or procedure that guides and/or enforces City decisions.
- **Partnership:** Formal or informal agreement with an external entity to pursue shared goals.
- **Revenue:** New or modified fees to increase revenues to support the public projects recommended by the Master Plan.
- **Program:** A city initiative related to education, recreation, or sports.

INVESTMENT STRATEGIES:

- **Capital:** New or modified capital expenditure for project or operational cost.
- **Operational:** New or modified program or staffing arrangement.

TIMEFRAME

Each strategy is assigned a timeframe based on when the strategy is anticipated to be initiated. Short-term strategies are more easily implementable or are a high priority for the City, while long-term strategies may be more difficult or expensive to implement.

- **Short-Term:** Strategies to be initiated in the first five years of plan implementation. Could represent high-priority strategies that are low-cost and easy to implement.
- **Mid-Term:** Strategies to be initiated in years six to 10 of plan implementation. Could represent strategies that are not high priority but should be implemented before longer-term, more visionary strategies.
- **Long-Term:** Strategies to be initiated after year 10 of plan implementation. Could represent strategies that are more complex or expensive to implement.
- **Ongoing:** Strategies that occur to an extent today and should be continuously implemented over time, or strategies that should be immediately implemented.

COST RANGES

The strategies that are categorized as investments and studies will require funding commitments to implement. The cost ranges listed in the implementation program represent relative costs as described below.

- N/A = strategies that do not require significant funding
- \$ = \$50,000 or less
- \$\$ = \$50,000 to \$100,000
- \$\$\$ = \$100,000 - \$500,000
- \$\$\$\$ = \$500,000 - \$2,000,000
- \$\$\$\$\$ = \$2,000,000 or more

COORDINATING AGENCY

The primary City department(s) which may oversee implementation efforts for individual actions. "Oversight" suggests that the coordinating City agency may lead implementation efforts or may facilitate or support implementation by partnering agencies. Where the City Manager's Office is placed in the Coordinating Agency column, it may be interpreted that the action has not yet been delegated or that one of the divisions within the City Manager's Office will be responsible for coordinating the action.

POTENTIAL PARTNERS

Although this plan was initiated by the Community Development Department, there are other departments and external partners that should be involved in implementing the plan over time. The types of implementation partners could include, but are not limited to:

- City of Shawnee Departments
- Elected and appointed officials
- Community groups, volunteer groups, sports leagues, and special interest groups
- Nearby communities and counties
- Transportation agencies
- Utility companies
- Private and for-profit entities

GUIDING PRINCIPLES

Each recommendation supports the guiding principles of the plan.

- **R:** Provide beloved and beneficial recreational amenities
- **P:** Facilitate the efficient delivery of public services
- **N:** Embrace the stewardship of our natural resources
- **G:** Promote fiscally responsible (but beneficial) growth patterns

CORRESPONDING STRATEGIES

While the implementation plan groups strategies by topics, some strategies may be related to or supported by others.

GROWTH PATTERNS

Current development within the Twin Lakes area is sparse, with acreage home sites and limited commercial services. The existing growth patterns do not support the public infrastructure needed to maintain high levels of service and quality recreation facilities in the area. Increasing densities and intensities will absorb anticipated population growth in Shawnee, and provide the City with resources to improve the provision of public services in the Twin Lakes area.

To maintain a primarily rural community that provides enhanced recreational services, directed growth is needed to fiscally support enhanced recreational offerings and provide residents with more opportunities to shop and access services closer to home. Development standards and focused growth will support the character and scale of development outlined in the "Lake District" place types.

Growth in the study area should support residents and visitors by providing a mix of commercial and retail services, entertainment options, and overnight accommodations. While development intensities and densities may be greater in the "Lake District" place types, the remainder of the study area should generally reflect the small-scale and rural nature that exists today.

POLICIES & PROGRAMS

Action G.1: Future Development Plan. Use the Future Development Plan (FDP) to guide growth and development in the Twin Lakes.

The FDP should be used as a tool for decision makers when deciding whether to approve or deny rezone requests, regulatory code updates, and policies for the study area. See pages 67 and 68 for Future Development Plan interpretation for rezone requests and guidance.

Action G.2: Lot Lease Program. Modify the lake lot lease program to help offset the costs of providing necessary public services.

- Complete the platting of existing lake lease properties to correctly determine lot sizes and boundaries.
- When the current lots are platted, future lease properties should be platted concurrently to establish boundaries prior to the lease agreement for any lot.
- Update lease fees, with an initial increase and an annual review thereafter to ensure the leases reflect a fair market value. An example of the lease fee increases is provided below:
 - Existing/Legacy leases - \$1,500 annually per acre
 - All new lake-front leases - \$2,250 annually per acre
 - All new non-lakefront leases - \$750 annually per acre

The Lake Lot Lease Program allows the City to maintain control over the lake shore while providing revenues dedicated for improvements to the Twin Lakes area. Existing leased lots are not surveyed or platted, which creates confusion and disputes for leaseholders. To accurately charge for leases, a formalized plat and a fee system that reflects lot size and lake frontage is necessary. Platting lots will also ensure setbacks for all primary, secondary, and ancillary uses are met.

The example lease prices exhibited herein are based on a review of recent land sale values in the study area during 2023. Higher fees may be appropriate based on the value of lake access to the City and its residents, regardless of land ownership. The actual values charged should be determined by the City following a more detailed revenue study.

When modifying the lease lot structure, additional adjustments to lease agreement language should also be considered to ensure that City-owned property is being utilized by leaseholders in accordance with City regulations and the recommendations of this Master Plan. Modified lease agreement language may consider lease lengths, terms of usage, design standards, City intervention for cause, enforcement surcharges, etc.

Action G.3: Improvement Districts. Evaluate adopting an improvement district for one or more of the Lake District place types, as identified in the Future Development Plan, to help fund public infrastructure projects.

The State of Oklahoma allows cities to establish improvement districts to help fund public improvements such as infrastructure, utilities, lighting, parks, landscaping, and parking, among others in a specified area or district (§11-39). Property owners within a district pay a special assessment to go towards these improvements. Property owners are responsible for creating the assessment district and the City administers the district on their behalf after it has been created. The improvement district would create a dedicated funding source for the Twin Lakes area, which would help expedite public improvements.

Action G.4: Study Area Design Standards. Adopt design standards for non-residential development in the Twin Lakes area.

- Require pedestrian facilities along roadways and connecting to buildings, ensure all public rights-of-way standards are met.
- Create aesthetic standards for development in the Lake District place types to ensure quality design, such as parking locations to the side and rear of buildings, shallow setbacks that engage pedestrian areas, high levels of open or gathering spaces, and transparency into buildings to ensure visibility and create a pedestrian-friendly environment.
- Establish maximum building heights and uses that are compatible with surrounding development and protect the character of the Twin Lakes area.
- Review signage criteria to regulate appearance, location, and general signage types allowed within the study area.

Design standards will help ensure consistent and quality development within the study area. Standards can ensure all future development is at a character and scale that supports community prosperity and enhances the public realm. Design standards may be in the form of an overlay district, supplemental zoning standards, or as a form-based code.



Non-residential development standards ensure development occurs in a manner that supports the overall desired character of a corridor. Standards may consider parking location, access requirements, setbacks, signage, building scale and massing, uses, and similar standards.



The plan recommends a wide range of infrastructure improvements, and an assessment district is a funding mechanism that can be used to support public projects. Trails, the expansion of utilities, acquisition of land, park development, roadway improvements, and other types of projects can be supported through assessment district funds.

Action G.5: Conservation Development: Prepare and apply conservation subdivision standards.

Conservation subdivisions group the residences in one area of development so open space is conserved in other areas of the development. This helps to protect the natural environment and maintain a rural character. In the example to the right, building sites are clustered together, with larger areas of open space preserved within the subdivision. Conservation subdivisions can limit the cost of expanding utilities by clustering development within one area, however, in areas where well and septic systems are required, some development regulations allow the placement of septic systems in the open areas to maintain smaller, clustered, lot sizes.

Action G.6: Destination Recreation: Incentivize private investment in "Destination Recreation" attractions and accommodations.

The development of "Destination Recreation" will take incentives, public infrastructure improvements, and significant private investments. There are a variety of measures the City can take to help encourage and support the development of destination recreation, which may include:

- *Waiving development fees for the review process for destination recreation development plans*
- *Proactively rezone the property to reflect uses needed to support the development of Destination Recreation*
- *Reducing lease costs and adjusting lease terms for the land*
- *Extending water and sewer to the property boundary*
- *Support Economic Development partnerships and contribute funds when able*
- *Support the development of a public-private-partnership (P3)*



Conservation subdivisions, which are also known as cluster developments, group the residences in one area of development so open space is conserved in other areas. This helps to protect the natural environment and maintain a rural character. The examples above show a site plan and Serenbe, GA outside of Atlanta.



Destination recreation will create a type of development that is a regional or statewide draw. There may be a variety of recreational amenities and activities that are not available on other lakes, such as a fully accessible park, on-water inflatables or slides, rides, or other types of amenities. The pictures are examples of these types of amenities for reference only.

Action G.7: Lake 2 Shoreline: Reserve a perpetual conservation buffer around Lake 2.

The Future Development Plan illustrates that Lake 2 is a primarily recreation and conservation-based lake, with park areas, lakeside conservation, and smaller short-term overnight accommodations with camping areas and a lodge. To maintain a serene atmosphere and ensure shoreline quality, the City should restrict residential development along Lake 2. Residential development may be allowed outside of conservation areas, but there should be no dock or boat access to Lake 2 outside of the designated boat launch areas.



Maintaining the natural shoreline of Lake 2 will help protect water quality, the serenity of the lake, and limit boat capacity. Not allowing residences along the lake with direct dock access will reduce the amount of boats in Lake 2 on a daily basis.

Figure 5.1, Growth Patterns Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
G.1	Future Development Plan. Use the Final Development Plan to guide growth and development in the Twin Lakes area.	Policy	O	N/A	Community Development	City Departments (various)	G	
G.2	Lot Lease Program Modify the lake lot lease program to offset the costs of providing public services.	Various	S	\$\$\$	City Manager's Office	Engineering	G	
G.3	Improvement Districts. Evaluate adopting an improvement district for one or more of the Lake District place types, as identified in the Future Development Plan, to help fund public infrastructure projects.	Revenue	L	N/A	City Manager's Office	Community Development, Engineering	G	
G.4	Study Area Design Standards. Adopt design standards for development in the Twin Lakes area.	Study	S	\$\$\$	Community Development	Parks and Rec Tourism	G	
G.5	Conservation Development. Prepare and apply conservation subdivision standards.	Regulation	S	\$	Community Development		G	
G.6	Destination Recreation. Incentivize private investment in "Destination Recreation" attractions and accommodations	Capital	M	\$\$\$	City Manager's Office	Community Development	G, R	
G.7	Lake 2 Shoreline. Reserve a perpetual conservation buffer around Lake 2.	Policy	M	N/A	City Manager's Office	Community Development	G, R	

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
Regulation: New regulation or change to existing regulation requiring City Council action.
Policy: New or modified formal process or procedure that guides City decisions.
Partnership: Formal or informal agreement with an external entity to pursue shared goals.
Revenue: New fee or revenue collection opportunity to support public projects.
Program: A city initiative related to education, recreation, or sports.
Capital: New or modified capital expenditure for a project.
Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
M - Mid-Term: 3-5 years
L - Long-Term: 5+ years
O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
\$\$ - \$50K - \$100K
\$\$\$ - \$100K - \$500K
\$\$\$\$ - \$500K - 2M
\$\$\$\$\$ - More than 2M
N/A - Operation of policy change
- no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
P: Facilitate the efficient delivery of public services
N: Embrace the stewardship of our natural resources
G: Promote fiscally responsible growth patterns



Lake Park in Lewisville, Texas fronts Lewisville Lake and provides residents and visitors with a variety of amenities and facilities, including camping, golfing, swimming, disc golf, sports fields, and play fields. A majority of the land along Lewisville Lake within the municipal limits is undeveloped aside from a marina area and apartments which are set back from the shoreline. This helps to protect the water quality of the lake and offers residents and visitors different experiences than other areas of the lake.

MOBILITY & ACCESS

Vehicular and pedestrian access to the study area is limited with roadways that have a primarily rural character with open drainage ditches, limited shoulders, and no pedestrian facilities. Due to the study area's low density development patterns, local roads are limited to two lanes and have little need for signalized intersections. Roadways aside from the major collectors and arterials are typically gravel which can present an on-going maintenance challenge.

As growth continues to occur, it will be critical to enhance access to and mobility within the study area to accommodate higher development intensities. This will ensure traffic flow moves efficiently as development occurs, and should include intersection improvements, roadway enhancements, and multi-modal provisions. Improvements to the mobility network should also accommodate emergency service access, effectively improving service response times.

Multi-modal access in the area will enhance recreation and transportation around the lakes. Trails can incorporate a variety of accessory amenities to encourage exercise and exploration. Incorporating bicycle, walking, or transit routes within the study area will allow all residents and visitors to enjoy lakeside recreation areas and future commercial or mixed-use centers without dependence on automobiles.



Trails can provide safe alternative access to parks, commercial centers, and downtown. A paved or soft surface trail around Lake 2 would provide recreation opportunities as well as promote healthy living

POLICIES & PROGRAMS

Action M.1: Roadway Cross-Sections: Adopt new roadway cross-sections for the Twin Lakes area to include multi-modal transportation elements, such as shoulders, sidewalks, or trails.

Roadways are constructed and improved based on approved engineering cross-sections and standards. Existing cross-sections should be evaluated and updated to enhance access for all modes of transportation to the Twin Lakes. Today vehicular access is the only means of transportation to the area. As growth and development occur, it will be important to consider other methods of access to the parks and retail centers.

Rural cross-sections may include wide shoulders, bike lanes, sidewalks, or shared-use paths to help move pedestrians as well as bicyclists. Cross-sections for the more developed areas (i.e. the "Lake District" place types) will need to reflect urban roadways, with curbs, gutters, sidewalks, and similar elements. Actual roadway design for the study area should be reflective of "context-sensitive" characteristics which consider not only the users of the road but the adjacent development patterns when determining cross-section elements. Using a "context-sensitive" approach to roadway design allows flexibility based on the physical setting, scenic and aesthetic needs, and incorporates safety into the overall layout of the roadway cross section.

Context-sensitive design and roadway enhancements can improve the public rights-of-way and major gateways into the study area. These areas should incorporate placemaking and aesthetic elements to the overall character of the study area and create a distinct "brand." Gateways are usually enhanced through landscaping, banners or a unified signage system, urban design, and other types of corridor enhancements to enhance the entry points into a destination area and to increase a unique sense of place.



Roadway cross-sections are used to construct and improve roads in a community. Shoulders on rural roadways or major rural arterials can be used as breakdown lanes in case of emergency, but also facilitate bicycle and pedestrian movement. Off-street trails can be incorporated into rural areas to improve multi-modal access and safety. Shawnee can use nationwide best practices to create cross-sections for the study area, including *Small Towns and Rural Multi-modal Networks* (from the Federal Highway Administration or FHWA), *American Association of State Highway and Transportation Officials (AASHTO)*, and other state and national standards.

Action M.2: Roadway Improvement District: Consider adopting a roadway improvement district in the study area.

Roadway improvement districts, as allowed by Oklahoma State Statute §11-36-227, are approved by the written consent of citizens within a designated area and are used to create a dedicated funding source for roadway capital projects and routine maintenance. A dedicated funding source for roadway improvements can ensure that street conditions improve, and that maintenance is not deferred or degraded. With most of the roads in the study area being gravel or unpaved, paving roads could help reduce annual maintenance costs and improve overall roadway conditions.

Action M.3: Capital Improvements Plan: Create metrics to incorporate transportation needs into the Capital Improvements Plan.

A capital improvements plan (CIP) is a resource used by a city to guide large expenditures and capital projects over the next five to ten years. The CIP should include larger City expenditures, including roadways, utilities, park development, government facilities, and similar types of large-scale projects.

CIP project prioritization metrics should be completed and applied not just to recommended investments in the Twin Lakes study area, but the entirety of Shawnee. Metrics are typically divided into "community benefit" (qualitative metrics that are tied to community goals and objectives) and "operational" (quantitative metrics on costs, constructibility, funding sources, and more).

Action M.4: Transit Opportunities: Create transit options to provide accessibility to future study area attractions and events.

Shawnee's transit service is provided by the Central Oklahoma Transit System. There are no current routes that serve the Twin Lakes area. When the area begins to attract more visitors and residents, it will be important to evaluate how the transit system can expand to provide better access to the area during peak visitation periods or in relation to special events. This may include dedicated routes or evaluating how an on-demand service could better service the area.

Action M.5: Trails and Bikeways: Conduct a feasibility study to prioritize and phase study area trail and bikeway design and construction.

A trails and bikeways feasibility study will provide an in-depth evaluation of future trail and bikeway projects. Feasibility studies review rights-of-way constraints, environmental constraints, and considerations, and provide detailed cost estimates to construct the facilities. These studies help to review and plan for future trails and bikeways expenditures. The proposed projects with associated costs can be built into the CIP or other funding opportunities to assist with the construction of the trail and bikeway network.

INVESTMENTS

Action M.6: Levee Improvements: Evaluate improvements to protect the integrity of the levees, improve access by large vehicles, and incorporate a trail system.

The levees along Lake 1 and Lake 2 are used as mechanisms to preserve and retain water in the Twin Lakes. Routine maintenance and improvements are regularly needed to ensure they function as intended, protect surrounding land, and maintain water quality and levels.

As growth and development around the lakes change, the levees will need to support larger vehicles on a more regular basis. As uses between Glen Collins Park and Lake 1 Boat ramp continue to change, it will be important to provide pedestrian connections between the two areas.

Action M.7: Bridge Improvements: Initiate improvements to the Lake Road bridge to accommodate Fire/EMS vehicles and RV travel.

As discussed in Chapter 3, the bridge crossing North Canadian River on Lake Road has a weight limit of 10 tons, which generally does not accommodate RV/Campers and much of the Fire/EMS fleet. To enhance access to the Twin Lakes by these users, improvements to the bridge to allow for higher weight loads is necessary. The total reconstruction of the bridge may be required to improve weight loads. If the bridge is reconstructed, pedestrian access should be included.

Action M.8: Underpass Improvements: Lower the grade of Benedict Street between Kennedy Avenue and Daley Street to allow for Fire/EMS vehicles to traverse under the railroad crossing.

Due to constraints at the railroad underpass between North Kennedy Avenue and Daley Lane, public safety services avoid using the route to access the Twin Lakes area. Lowering the roadway grade in this area will increase vertical separation between the road and the bridge, which will allow public safety vehicles to use the route without concerns of damaging vehicles or getting stuck. This will allow quicker access for Fire and EMS services to the southern parts of the study area.



In August, 2023 structural anomalies were discovered along a portion of the Lake 1 levee. Additional studies will be necessary to determine the extent and necessary repairs to the levee. As a result, Lake 1 will begin draw down measures so that the rehabilitation can take place. While the draw down and improvements will occur over several years, this process will provide an opportunity to prioritize recreation investments, restore the shoreline, and design pedestrian facilities along the levee during rehabilitation efforts.



Lake Road bridge has a weight load that cannot hold most of the Shawnee fire fleet. Improvements to the bridge would allow access to the study area via Lake Road as opposed to I-40.

Action M.9: South McCloud Road Improvements: Upgrade South McCloud Road to provide RV/travel trailer access to the Recreation Village on the north side of Lake 2.

The Future Development Plan promotes a Recreation Village along the northern side of Lake 2, with direct access to I-40 from McCloud Road. The current roadway conditions of McCloud Road would not support large vehicles (i.e. RV/Camper) traveling to the RV park. Shawnee should partner with the City of McCloud and Pottawatomie County to improve the road so that large vehicles can access the campground.

Action M.10: Lake Road Realignment: Relocate Lake Road between Brown Road and Burlison Road away from the edge of Lake 1.

The current location of Lake Road between Brown Road and Burlison Road is within the floodplain, along the southern edge of Lake 1. With the movement of water, flooding impacts, and erosion, there is a chance in the future Lake Road will erode into Lake 1. To prevent this from happening, the roadway should be relocated south of its current location, out of the floodplain. When this happens, the current roadway infrastructure should be removed from the edge of Lake 1.

Action M.11: Glen Collins Park Intersection: Commence design work for the improvements at the intersection of Belcher Road and Lake 2 Dam Road.

During the master planning process it was noted that the intersection of Belcher Road and Lake 2 Dam Road is unsafe, especially during summer months when there is overflow parking along the roadway adjacent to fast-moving vehicles. The improvements to the intersection should enhance safety and accessibility for all roadway and park users. As improvements are made to Glen Collins Park, Lake 2 Park, and the Lake 2 Boat Launch Park, it will be important to improve access and safety.

An example improvement is to construct a roundabout to facilitate travel movements in all directions, improve pedestrian safety between lake parks, and reduce travel speeds along the corridor. Improvements should be made concurrent with park improvements to Glen Collins Park and Lake 2 Park.



An example where an old roadway was eroded by the lake currents. Proactive measures can be taken to relocate Lake Road to limit disruptions in the mobility network.



Roundabouts can help improve safety for pedestrians crossing the road and enhance travel flow compared to stop intersections. The center of the roundabout can be used to display landscaping or a public art piece, acting as an icon or gateway feature to an area.

Figure 5.2, Mobility and Access Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
M.1	Roadway Cross-Sections. Adopt new roadway cross-sections for the Twin Lakes area to include multi-modal transportation elements, such as shoulders, sidewalks, or trails.	Policy	S	N/A	Engineering	Community Development	G, P	G.4
M.2	Roadway Improvement District. Consider adopting a roadway improvement district in the study area.	Revenue	M	\$	Finance	Engineering	P	
M.3	Capital Improvements Plan. Create metrics to incorporate transportation needs into the Capital Improvements Plan.	Policy	O	N/A	City Manager's Office	Engineering	G, P	U.3, R.9
M.4	Transit Opportunities. Create transit options to provide accessibility to future study area attractions and events.	Partnership	L	N/A	City Manager's Office	Community Development, Tourism, COTS	G, P	
M.5	Trails and Bikeways. Conduct a feasibility study to prioritize and phase study area trail and bikeway design and construction.	Study	S	\$\$\$	Engineering	Parks and Rec	G, R	R.4, R.31-R.34

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Investments								
M.6	Levee Improvements. Evaluate improvements to protect the integrity of the levees, improve access by large vehicles, and incorporate a trail system.	Capital	O	\$\$\$\$\$	Engineering		P	M5, R.31
M.7	Bridge Improvements. Initiate improvements to the Lake Road bridge to accommodate Fire/EMS vehicles and RV travel.	Capital	M	\$\$\$\$\$	Engineering		P, R, G	
M.8	Underpass Improvements. Lower the grade of Benedict Street between Kennedy Avenue and Daley Street to allow for Fire/EMS vehicles to traverse under the railroad crossing.	Capital	L	\$\$\$\$\$	Engineering		P	
M.9	South McCloud Road Improvements. In coordination with the City of McCloud and Pottawatomi County to upgrade South McCloud Road to provide RV/ travel trailer access to the Recreation Village on the north side of Lake 2.	Capital, Partnership	L	\$\$\$\$	Engineering	County, Cities, City Manager's Office	P, R, G	
M.10	Lake Road Realignment. Relocate Lake Road between Brown Road and Burlison Road away from the edge of Lake 1.	Capital	L	\$\$\$\$\$	Engineering		P, N	
M.11	Glen Collins Park Intersection. Commence design work for the improvements at the intersection of Belcher Road and Lake 2 Dam Road.	Capital	M	\$\$\$\$\$	Engineering	Public Works, Parks and Recreation, Community Development	P, R, G	Glen Collins and Lake 2 Park Improvements

UTILITIES

Water and sewer are not readily available or currently feasible within the Twin Lakes study area. Shawnee residents are serviced by well and septic systems, even along the lake shore. While the well and septic systems support the rural patterns of development, it also limits the ability to grow and improve services for residents and visitors.

The long-term expansion of water and sewer to the study area (in conjunction with Future Development Plan recommendations) will allow for focused higher density development. Extending water lines and developing a small wastewater treatment facility to support this long-term development pattern will require significant expenditures. The City will need to evaluate funding sources, user fees, partnerships, and policies related to further expansions to ensure the system is supported and has adequate capacity. The City should strongly consider soliciting public and/or private development partners to facilitate the future development patterns recommended by this plan.



Example of a small water treatment plant, a similar system can be constructed in the Twin Lakes Study Area to support wastewater services. Smaller treatment plans have less capacity, which helps ensure the higher densities and intensities are concentrated in the study area.

As the population continues to grow and expand, additional investments in telecommunications service should also be evaluated to eliminate weaknesses in coverage zones

POLICIES & PROGRAMS

Action U.1: User Fees. Adopt higher connection fees for utility users outside of the city limits.

As water and sewer become available (see Actions U.6 and U.7, on Page 100), properties outside of the municipal limits without utilities may request connections to the system. Non-Shawnee residents should pay higher fees. Due to the rural water districts around the Twin Lakes, it is anticipated that the possibility of providing municipal waste water services to targeted properties outside of the municipal limits may be a more realistic scenario than municipal water.

Action U.2: Connections. Require new development to extend lines beyond the city's initial installation of pipes.

While the City may make the initial expansion of water and sewer into the study area (see Actions U.6 and U.7, on Page 100), it should be the responsibility of property owners and developers to extend lines to their respective properties. The initial investment by property owners to extend the lines will reduce immediate costs for the City, however, the City will be required for the long-term maintenance of the system. The City should evaluate where lines are located and adopt policies that ensure the concentration of water and sewer lines to reduce the long-term maintenance costs.

Action U.3: Capital Improvements Plan. Continue to evaluate and incorporate utility projects into the annual Capital Improvements Plan.

Utility projects should be incorporated into the City's Capital Improvements Plan (CIP) when necessary to construct, expand, and maintain the water and sewer system. It is anticipated that the water and sewer projects would not be needed into immediate 5-year CIP, but rather at year 10. However, timing and needs should be evaluated based on population growth and study area popularity.

Action U.4: Utility Master Planning. Integrate water and wastewater recommendations from this plan into any city-wide master plans.

The Twin Lakes Master Plan proposes significant projects related to utilities. The improvements to the system should be integrated into any future updates to the City's water and wastewater master plans. The actual cost to expand water and sewer will need to be further evaluated through the plan update process, and the projects can be incorporated into the CIP program when necessary.

Action U.5: Telecommunications. Evaluate broadband, telecommunications, and wifi coverage throughout the study area and surrounding areas.

A Telecommunications Master Plan reviews the existing coverage of wireless communications services, identifies gaps in the coverage, and provides recommendations for the siting of future facilities. This analysis will allow Shawnee with surrounding municipalities and unincorporated areas to continue to meet the needs of wireless communications in a growing area. As private providers approach the City to install new towers, the City will have guidance on where the towers are most needed. This type of plan can also provide guidance on the design of future cell towers and facilities while meeting other national standards for facility design.



Telecommunication towers can be designed as trees to be camouflaged into the natural environment.

INVESTMENTS

Action U.6: Water Service. Extend a main water line to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.

The growth patterns promoted within the Future Development Plan will necessitate the expansion of public water service into the study area. While water is drawn from the Twin Lakes for public consumption, it is treated north of the City and is only available in Shawnee proper.

A main potable water line will need to be extended approximately eight miles back from Shawnee proper to the "Lake District" place types to support greater growth rates than what exists today. Absent additional high density development beyond the current municipal (and study area) limits, the construction of an additional water treatment facility will be cost-prohibitive.

Action U.7: Wastewater Service. Extend wastewater services to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.

As with public water, the growth patterns promoted within the Future Development Plan will necessitate the expansion of public wastewater services to the study area. The City can construct a package water treatment plant in close proximity to the study area to support growth in the "Lake District" place types, as identified on the Future Development Plan. The concentration of growth and wastewater services will require a reduced capacity system to meet anticipated long-term demand (while allowing the rural character among remaining study area properties to be retained).

The anticipated timing of build-out identified by the Future Development Plan may require a phased approach for constructing and operating a package treatment system. As the need for wastewater services increases, the City should determine the treatment needs at the time of design, and plan for future expansions to the system over time to accommodate future growth.

Figure 5.3. Utilities Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
U.1	User Fees. Adopt higher connection fees for utility users outside of the city limits.	Revenue	L	N/A	Public Works	City Manager's Office, City Clerk	P	U6, U7
U.2	Connections. Require new development to extend lines beyond the City's initial installation of pipes.	Policy	L	N/A	City Manager's Office	Engineering, Community Development, Public Works	P	U6, U7
U.3	Capital Improvements Plan. Continue to evaluate and incorporate utility projects into the annual Capital Improvements Plan.	Policy	O	N/A	Engineering	Finance, Public Works, City Manager's Office	G, P	M.3
U.4	Utility Master Planning. Integrate water and wastewater recommendations from this plan into any city-wide master plans.	Study	S	\$\$\$	Public Works	Engineering	P	
U.5	Telecommunications. Evaluate broadband, telecommunications, and wifi coverage throughout the study area and surrounding areas.	Partnership, Study	S	\$\$\$	Community Development	Engineering, Surrounding communities	G, P	

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Investments								
U.6	Water Service. Extend a main water line to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.	Capital	L	\$\$\$\$\$	Public Works	Engineering	G, P	U4
U.7	Wastewater Service. Provide wastewater services to the Twin Lakes to accommodate growth that aligns with the Future Development Plan.	Capital	L	\$\$\$\$\$	Public Works	Engineering	G, P, N	U4

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
Regulation: New regulation or change to existing regulation requiring City Council action.
Policy: New or modified formal process or procedure that guides City decisions.
Partnership: Formal or informal agreement with an external entity to pursue shared goals.
Revenue: New fee or revenue collection opportunity to support public projects.
Program: A city initiative related to education, recreation, or sports.
Capital: New or modified capital expenditure for a project.
Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
M - Mid-Term: 3-5 years
L - Long-Term: 5+ years
O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
\$\$ - \$50K - \$100K
\$\$\$ - \$100K - \$500K
\$\$\$\$ - \$500K - 2M
\$\$\$\$\$ - More than 2M
N/A - Operation of policy change
- no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
P: Facilitate the efficient delivery of public services
N: Embrace the stewardship of our natural resources
G: Promote fiscally responsible growth patterns



The Twin Lakes are a source of the City's drinking water, however, public water is not available to residents and businesses around the lake.

RECREATION

The Twin Lakes offers local residents and visitors with convenient opportunities to enjoy water-based activities, with boat ramps and launches, piers and public beaches supported by accessory facilities geared toward the comfort of those wishing to access the waters of Lake 1 and Lake 2. In contrast, land-based recreational facilities on municipally-owned lakeside property are limited. Opportunities abound to enhance the experiences of visitors with trails, playscapes and open play areas that provide recreational diversions to suit varying interests. Investments in new park infrastructure, fee collection systems, and programs will improve the quality, accessibility, and appeal of the Twin Lakes' public parks and recreation holdings.

Public parks are an essential component of promoting healthy communities by providing access to recreation, providing places for socialization, enhancing learning, and improving the fiscal foundation of a community. By investing in parks around the Twin Lakes, Shawnee will not only improve the quality of life for its residents, but can leverage the "right" types of investments in a way that sets its recreation areas apart from other communities in the greater Oklahoma City region.



Park spaces can provide opportunities to socialize with friends, relax, and enjoy the outdoors.

POLICIES & PROGRAMS

Action R.1: Event Programming. Partner with host organizations to recruit revenue-producing events.

Larger events, such as marathons, triathlons, and fishing tournaments, increase awareness, tourism and visitation to an area. These types of events attract vendors, participants, and supporters who will spend multiple days in a community. Some may stay in RV campgrounds, lodges, or similar overnight accommodations, and others may stay nearby in downtown areas. The attraction of an event like this can bring additional sales tax revenue to all of Shawnee.

Action R.2: Swimming. Allow swimming on Lake 2.

Swimming is currently only allowed on Lake 1 at the Glen Collins Park and Isaac Walton Park swimming beaches. With the improvements to Lake 2 proposed by this Master Plan, and the incorporation of no-wake zones near parks, swimming should be allowed on Lake 2 at the time that improvements are made to the portion of Glen Collins Park facing Lake 2 park and to Kiwanis Park - both of which are proposed to incorporate lake shore access for swimming. An update to the City ordinance Sec. 18-86 will be required.

Action R.3: User Fees. Adopt user fees for lake uses, including parking, camping, fishing, boating, hunting, pavilion rentals, non-motorized aquatics rentals, etc.

To support parks and recreation offerings at Twin Lakes, the City should adopt a comprehensive suite of updated user fees to associated with all visitation. In addition to adopting new fees, Shawnee should evaluate current fees to ensure they are consistent with those in comparison communities. Incorporating fees is a way to increase revenues for parks and limit park and lake access capacities. To effectively charge and monitor fees, improvements to the permitting system should be made (see recommendation R.12 on page 107).

Action R.4: Recreation Partners. Develop partnerships with trail user groups to help construct and maintain soft-surface trails around Lake 2.

Cities can benefit from building and fostering partnerships with community organizations to help construct or maintain trails and parks. Community interest groups can volunteer their time to help clear areas for soft-surface trails, host “adopt a park or trail programs” to help clean up or maintain parks, and similar types of events. Shawnee can utilize these groups to help create a soft-surface trail network around Lake 2, assist in shoreline restoration efforts, or lead educational programs.

Action R.5: Private Vendors. Incorporate small scale commercial uses within lake parks.

Small-scale commercial vendors, such as food truck operators, equipment rentals, and similar uses should be allowed at the lakes with requisite permits, provided the lake parks can support the uses. These types of uses provide services that may not be readily available, such as food, concessions, small stores such as bait shops, restaurants, or rentals. Permits will allow the City to have control over when vendors are in the park and will provide additional revenues through permitting fees and sales taxes.

Conceptual plans for the redevelopment of lake areas should identify future opportunities for incorporating private services and amenities into the park system. As the park areas are developed, the City should solicit vendors to meet additional commercial and service needs.

Action R.6: Boat Permits. Require permits for all boats operating on the lakes.

Boat permits are a way to regulate boat users on the lakes. All residents and visitors should be required to have permits for their boats. Annual permit holders can use a system similar to car registrations to have stickers for easily recognizable permits, while visitors with day use passes may be able to use print out versions (see recommendation PHS.3 on page 115 for additional information on a sticker permit system).



Food trucks can provide diverse dining options to a community. With minimal on-site investment, food trucks can be used to draw people to events and support the local economy.



Educational programs can provide after school and weekend activities to youths that may not otherwise be available in Shawnee.

Action R.7: Public Art. Incorporate cultural and public art elements into public parks.

Public art is a great way to build community pride by showcasing local history, culture, and expression. Art pieces carefully integrated into a landscape can encourage exploration, and a marketing or "passport" campaign can encourage usage of the parks for purposes other than active recreation. As the Twin Lakes recreation areas are redeveloped, Shawnee should incorporate public and cultural art into its re-programmed spaces (which is also required through Article 9 of the City's zoning regulations). The style, type, and positioning of public art should meet the requirements of City Code, and be approved by the Arts and Culture Commission.

Action R.8: Plan Integration. As city-wide parks and recreation master plans are updated, integrate the recommendations of this Master Plan.

A Parks and Recreation Master Plan should guide decision-making related to city-wide parks programming and expenditures. The Twin Lakes Master Plan recommends various lakefront parkland and facility improvements. To create a more detailed work program for the Twin Lakes, where this Master Plan's recommendations are prioritized in relation to other municipal investments in recreation, an update to the Parks and Recreation Master Plan should be initiated to incorporate the proposed recreation area improvements recommended herein.

Action R.9: Lakes Recreation Fund. Create a designated fund to directly support the long-term operation and maintenance of recreation-related investments.

A dedicated "parks and recreation fund" for the Twin Lakes would allow the City to allocate direct revenues from user fees and reservations to the programs and offerings at the Twin Lakes recreation areas without competing with other elements of a general fund or municipal budget. The collection of fees can help offset some costs associated with the services the City is providing, however they will likely not cover all of the associated costs for study area recreation services.

Action R.10: Detailed Master Plan. Prepare detailed master plans for each recreation area to generate precise programming, phasing and cost estimates.

Detailed master plans for each of the Twin Lakes' recreation areas will provide the City with an implementation work program for each designated park space. For the development of each park to be successful, a committed program of spaces and facilities must be identified and appropriate phasing must be defined to assist with the allocation of funds necessary to support the improvements.

The site plans provide a much more precise direction for the type and timing of recreation area investments to should be prioritized, and provide the City with more detailed cost estimate for the various amenities and facilities tied to appropriate and reasonable phasing for the improvements. The City should focus on near-term improvements to produce revenues which can then be used for other park improvements (e.g. accommodations, access controls, water access upgrades). .



Public art, such as the panels in the above picture, can be incorporated into parks to showcase local artists, tell the history of a place, or celebrate culture.

INVESTMENTS

Action R.11: Recreation Area Staffing. Create new park enforcement and maintenance positions to monitor and maintain park improvements, overnight stay areas, and park areas.

Improvements to the recreation area facilities in the Twin Lakes study area will require additional maintenance and park staff positions. Staff will help with rentals, monitoring the parks, enforcement of entry regulations, and performing routine maintenance duties. During the peak season, some of the services may be supplemented through the use of camp hosts (see PHS 11, page 119). Another opportunity to help monitor overnight parks is to include public safety housing on site (see PHS 12, page 119).

Action R.12: Permitting System. Implement a permitting payment system that uses current best practices and technology for user-friendliness including on-demand options.

The permitting system in place today can be confusing for residents and visitors to use, despite the availability of three purchase options. To acquire a physical permit, a resident or visitor must travel to the recreation center, far from the study area. There are also cash boxes for fishing and boating permits at the Twin Lakes recreation area boat ramps, and there is the ability to purchase permits online.

The City however does not have the staff capacity to enforce permit requirements. Technological improvements to the permitting system would make it easier to acquire permits on site. Such improvements may include a mobile application to purchase permits that can be printed at home or be displayed on their phones, or a kiosk with the various permit options which can then print permits in real time. These types of system upgrades - along with gate-controlled access to each recreation area - would allow the City to manage permits and collect fees more effectively.

Action R.13: Marketing. Increase marketing for revenue-producing efforts at Twin Lakes.

The realization of the Future Development Plan will draw new users to the study area. Greater use of the Twin Lakes' lakeside recreation areas and surrounding municipal lands will increase direct revenues for the City and the Twin Lakes study area through permit sales and tourism-related sales taxes. Additional marketing efforts should be made to draw new visitors to these places public land-holdings are redeveloped and user fees are established. Marketing may include pamphlets, brochures, online advertising, and similar measures that draw residents from the larger region, state, and even nation.

Action R.14: Recreation Equipment. Purchase and rent equipment to boost study area recreational activities.

To promote the recreational activities highlighted in the Master Plan - such as kayak and canoe rentals - the City will should purchase equipment to rent to visitors. Examples may include kayaks, canoes, water bikes, life jackets, fishing poles, and similar rental gear.



Kayak and canoe rentals will allow residents and visitors enjoy water-based activities at Twin Lakes without the need to own and transport this type of equipment to the lakes.

GLEN COLLINS PARK & LAKE 2 PARK IMPROVEMENTS

Glen Collins Park (including Lake 2 Park) is imagined to include new and unique active and passive water-based and land-based recreation opportunities with the potential to create a "destination" sought-out by visitors. The integration and combined development of these recreation spaces will allow for overnight stays through RV campsites and potentially a privately operated lodge or similar larger-scale accommodations.

Conceptual plans for Glen Collins Park include a variety of day-use amenities to attract residents, including inclusive play areas, trails, pavilions, kayak launches and boat rentals, restrooms, and an area for food trucks. The recreation area includes a space reserved for potential long-term private investment to attract visitors from the larger region. Key elements of the Glen Collins Park conceptual plan include:

Action R.15: RV Campgrounds. Establish overnight camping accommodations in the current Glen Collins Park.

The current Glen Collins Park day-use area should be transitioned to RV campsites with a gated entry system. The campsites should be reserved and rented at a competitive rate to allow the City to collect revenues.

Action R.16: Shoreline Restoration. Perform shoreline restoration along Lake 1 near the current swimming beach location.

The existing swimming beach at Glen Collins Park is subject to erosion due to the prevailing winds. With the proposed development of beach access near the Lake 1 boat ramp and along Lake 2, the current beach grounds should be restored with native vegetation.

Action R.17: Wildflower Zone. Construct a wildflower garden on the shore of Lake 1.

Wildflower gardens are used to boost local biodiversity, have lower maintenance obligations, and provide aesthetic quality to an area. In conjunction with lake shore restoration measures, a wildflower garden along the shore of Lake 1 would enhance efforts for shoreline improvements, reduce overall maintenance needs, and provide a visually appealing landscape along the shoreline.

Action R.18: Day Use Amenities. Reprogram the Lake 2 day-use area including the following features:

- Pavilion rentals
- Boat house and relocated boat launch
- Inclusive playground
- Food truck pavilion
- Restrooms
- Parking area improvements
- Trails

Improvements to the Lake 2 day use facilities should be coupled with the levy of new user fees such as paying to park, kayak and canoe rentals, and the reservation of pavilion spaces. A phased approach to development may be taken for the successful construction of the park and build the park development into the CIP over time.

Action R.19: Private Uses. Reserve an area for private "destination recreation" and accommodation uses.

The lodge area and Future Development Plan's "destination recreation" are anticipated to be privately funded and developed. To streamline the process, the City should actively rezone the property for these uses once water and sewer have been expanded into the area.



The incorporation of RV Campsites along Lake 1 will allow for the scenic viewing from campers, and provide a source of revenue for the City to help fund other recreation improvements.

LAKE 1 BOAT RAMP

The Lake 1 boat ramp is the Twin Lakes' primary day-use area to launch boats onto Lake 1 or Lake 2. The long-term redevelopment of this space may include the improvement of both boat launches so they are usable, and includes a variety of day-use amenities adjacent to the boat launch and fishing location, such as a play area, open field with an amphitheater, trails, restroom facilities, a small shop, and a swimming beach.

Lake 1 day-use improvements will allow better usage of the recreation area to allow for a diversity of activities and events. Key elements of the Lake 1 boat ramp conceptual plan include:

Action R.20: Gated Entry. Install gates at the entryway to the boat launch and parking area.

As a method of managing access to the water, a gated entry system will ensure boat access is limited and that revenues are collected for the parking of boats with trailers.

Action R.21: Park Name. Rename the Lake 1 boat ramp recreation area to promote the branding of the Twin lakes.

The Lake 1 boat ramp recreational area should be renamed to reflect the lakes, nature, and history of Shawnee in a way that can enhance branding and placemaking for the Twin Lakes.

Action R.22: Boat Ramps. Improve the existing boat ramps.

Both boat ramps accessing Lake 1 should be improved. Having one operational boat ramp may create bottlenecks and discourage people from using the lakes. Higher quality amenities will help justify charging rates for boat parking and access.

Action R.23: Access. Improve access to the boat ramps and existing fishing pier.

Improvements to the pedestrian network near the boat ramps and connecting to the existing picnic area would help keep people out of the parking lot and reduce potential conflicts between recreation area users..

Action R.24: Day Use Amenities. Reprogram the Lake 1 day-use area including the following features:

- Pavilion rentals
- Playground
- Restroom Facility
- Store
- Parking area with gated entry
- Stage with lawn area
- Trails
- Public Art
- Swimming Beach



A stage with lawn space services multiple purposes; it can function as a stage for music or plays, can be used as a screen to showcase movies in the park, or be used as a functional space. When not in use for viewing the stage, the lawn area can serve as a space to picnic, play, or rest. This multi-purpose use supports the long-term success of the park.

KIWANIS PARK

Reprogramming of Kiwanis Park will transform it into the new home of primitive camping on the Twin Lakes. The development of this area is intended to be less intense than the study area's other lakeside recreation areas, and will function with low-impact day-use and overnight-use amenities. The space is conceptually planned to allow for concentrated day-use amenities with designated tent campsites and a tent host space with associated facilities (such as a restroom and shower facility).

Key elements of the Kiwanis Park conceptual plan include:

Action R.25: Gated Access. Install gated parking access and improve the parking area.

As a park with both day-use and overnight accommodations gate-controlled access will control overall visitor numbers during times of peak visitation, ensure that payments are collected to use the facilities, and improve security for overnight campers.

Action R.26: Day Use Amenities. Improve day-use facilities, such as:

- Pavilion rentals
- Kayak launch
- Play area
- Swimming beach
- Trails
- Open space
- Bird watching

Proposed day-use amenities are designed to support low-impact activities for daytime and overnight users.

Action R.27: Primitive Campsites. Improve primitive campsites.

Facilities necessary to attract overnight tent camping, and promote a positive user experience may include:

- Identified tent pads for primitive camping
- An enhanced camp host tent site to monitor the camping area
- Restroom facilities with showers and lockers
- Reservation system improvements to monitor campsite use

While primitive camping may not produce revenues as substantial as RV campsites, there is still a market for including tent sites along lake shores. These allow for different experiences and can be more cost-effective than larger facilities. To support campers, it will be important to provide the necessary services, such as restrooms with showers and lockers, to allow for multi-night stay. A camp paid can be recruited to help the City monitor and manage the tent camping areas and ensure the campers have the correct permits and reservations.



Camping outdoors can be a great way to experience nature, spend time with friends, or be “unplugged”. By incorporating primitive campsites at Lake 2, the City can provide residents and visitors with a variety of experiences and ways to enjoy nature.

ISAAC WALTON PARK

As the City's original camping destination at the Twin Lakes, Isaac Walton Park is overdue for a transformation that supports upgraded camping opportunities including RVs, yurts, or even cabins. This recreational area's proximity to an existing wedding venue and commercial use proposed by the Future Development Plan, makes it a prime location for improved camping with supporting amenities, such as restrooms, vending machines or a small convenience store, trails, picnic areas, and a potentially a swimming beach.

Redevelopment of this recreation area may generate an opportunity for a public-private-partnership (P3) for the further development of the recreation area. Key elements of a re-imagined Isaac Walton Park include:

Action R.28: Gated Access. Install gated access to the park area to monitor usage.

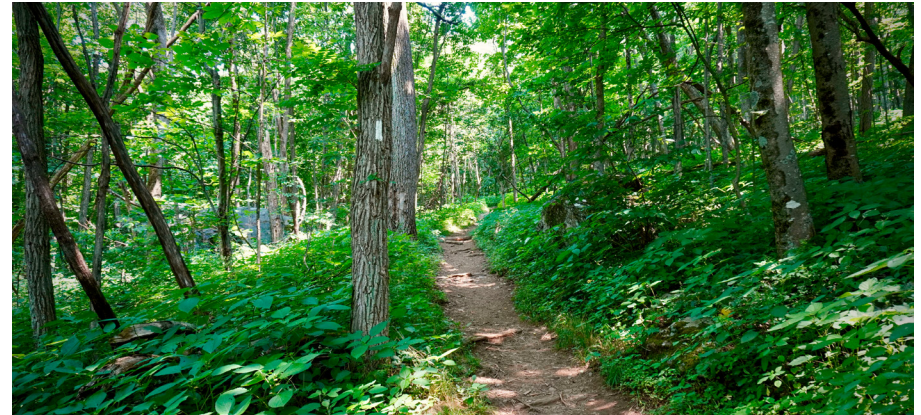
Gated-controlled access will ensure proper entry for use of the campsites and associated amenities. Developed exclusively to support overnight accommodations, there should be fewer day users on the site.

Action R.29: Camping. Construct various campsite accommodations including RV campsites, yurts, or cabins.

Higher quality camping areas will allow the City to charge higher rates to stay at the campgrounds. "Glamping" accommodations, such as yurts, can attract a new user group to the lakes. With the wedding venue located next door, these camping options may be highly desirable for wedding guests and parties.

Action R.30: Park Amenities. Construct various campsite amenities to support campers.

Amenities to support campers will make the site more desirable to visit and use. Amenities may include restroom with showers and lockers, native trails throughout the property, play areas, pavilion and picnic spaces, a swimming beach, and similar types of options. A small store or vending machines can provide easy access for small conveniences visitors may need while staying on the campground.



Native trails throughout the "Isaac Walton Park" property, expanding beyond its current limits, can allow campers to explore nature along the lake shore and exercise while staying at the Twin Lakes. By offering a variety of experiences, the City will attract a variety of users to the parks.



"Glamping" in yurts is an emerging trend in the camping world. Yurts are canvas tents with beds and modern day conveniences such as lighting, and may provide climate control elements. These spaces allow visitors to enjoy being outdoors, without having to set up their own tents, or sleep on the ground, smaller blow up pads, or cots.

Figure 5.4. Trails Map

TRAILS

Action R.31: Lake Loop Trail. A "Lake Loop Trail" around Lake 2 should be constructed along the shoreline. This trail can include a mixture of soft-surface and strategically-located paved sections in high use areas. The loop around the lake is estimated to be approximately 10.5 miles in length and would bisect Glen Collins Park and Kiwanis Park.

Action R.32: Lake 1 and Lake 2 Connection. A trail connecting Glen Collins Park and the Lake 1 Boat Ramp should be constructed along the face of the Lake 1 levee. A safe pedestrian connection along Lake 1 levee will allow off-street connections between two different recreational areas and may be accommodate as part of a pending lake draw down and potential structural improvements.

Action R.33: Isaac Walton Connection. A trail should connect Isaac Walton Park to Lake 1 Boat Ramp to allow non-vehicular access from the overnight accommodations at Isaac Walton to the active recreation uses at the Lake 1 boat ramp.

Action R.34: Future Connections. A cohesive trail network connecting residents within the Twin Lakes study area to Shawnee proper may be constructed along the outflow channel below Lakes 1 and 2..

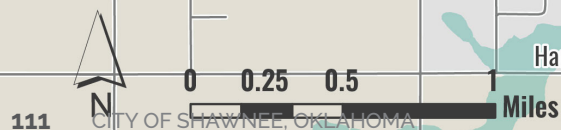


Figure 5.5, Recreation Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
R.1	Event Programming. Partner with host organizations to recruit revenue-producing events.	Program	M	\$\$	Tourism	Parks and Rec - Public Works	R	
R.2	Swimming. Allow swimming on Lake 2.	Policy	O	N/A	City Manager's Office	Parks and Rec - Public Works	R	NR.1, R.17, R.26
R.3	User Fees. Adopt user fees for lake uses, including parking, camping, fishing, boating, hunting, pavilion rentals, etc.	Policy	O	\$	Parks and Rec - Public Works	City Manager's Office	R	PHS.12, R.12, R.17, R.20, R.25, R.28
R.4	Recreation Partners. Develop partnerships to help construct and maintain soft-surface trails around Lake 2.	Partnership	S	N/A	Parks and Rec - Public Works	City Manager's Office, Engineering	R	
R.5	Private Vendors. Incorporate small scale commercial uses within lake parks.	Policy, Revenue	O	\$	City Manager's Office	Community Development	R, G	
R.6	Boat Permits. Require permits for all boats operating on the lakes.	Policy	O	\$	City Manager's Office	Parks and Rec - Public Works, Police	R, P	PHS.3
R.7	Public Art. Incorporate cultural and public art elements into public parks.	Policy	O	N/A	Parks and Rec - Public Works	Community Development, Tourism	R	
R.8	Plan Integration. Integrate the recommendations from this master plan into updated parks and recreation master plans	Study	S	\$\$\$	Parks and Rec - Public Works	Finance, City Manager's Office, Community Development	R	
R.9	Lakes Recreation Fund. Create a designated fund within the City's budget to directly support the long-term operation and maintenance of recreation-related investments.	Regulation	S	N/A	City Manager's Office	Finance	R	

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
R.10	Master Plans. Prepare detailed master plans for each recreation area to generate precise programming, phasing, and cost estimates.	Regulation	S	N/A	City Manager's Office	Finance, Parks and Rec, Community Development	R	
Investments								
R.11	Recreation Area Staffing. Create new park enforcement and maintenance positions to monitor and maintain park improvements, overnight stay areas, and park areas.	Operational	L	\$\$\$	Parks and Rec - Public Works	Finance, City Manager's Office	R, P	PHS.10, PHS.11
R.12	Permitting System. Implement a permitting payment system that uses current best practices and technology for user-friendliness including on-demand options.	Capital	O	\$\$	Parks and Rec - Public Works	Finance, IT, Police	R	
R.13	Marketing. Increase marketing for revenue-producing efforts at Twin Lakes.	Operational	O	\$\$	Tourism	Parks and Rec - Public Works	R, G	
R.14	Recreation Equipment. Purchase and rent equipment to boost study area recreational activities.	Capital	M	\$\$\$	Parks and Rec - Public Works		R	

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
 Regulation: New regulation or change to existing regulation requiring City Council action.
 Policy: New or modified formal process or procedure that guides City decisions.
 Partnership: Formal or informal agreement with an external entity to pursue shared goals.
 Revenue: New fee or revenue collection opportunity to support public projects.
 Program: A city initiative related to education, recreation, or sports.
 Capital: New or modified capital expenditure for a project.
 Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
 M - Mid-Term: 3-5 years
 L - Long-Term: 5+ years
 O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
 \$\$ - \$50K - \$100K
 \$\$\$ - \$100K - \$500K
 \$\$\$\$ - \$500K - 2M
 \$\$\$\$\$ - More than 2M
 N/A - Operation of policy change
 - no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
 P: Facilitate the efficient delivery of public services
 N: Embrace the stewardship of our natural resources
 G: Promote fiscally responsible growth patterns

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Glen Collins Park and Lake 2 Park Improvements								
R.15	RV Campgrounds. Establish overnight camping accommodations in the current Glen Collins Park.	Capital	S	\$\$\$\$	Parks and Rec - Public Works		R	
R.16	Shoreline Restoration. Perform shoreline restoration measures along Lake 1 near the current swimming beach location.	Capital	S	\$		Engineering	N	
R.17	Wildflower Zone. Construct a wildflower garden on the shore of Lake 1.	Capital	S	\$\$			R, N	
R.18	Day Use Amenities. On Lake 2, make park improvements that allow for day-uses.	Capital	M	\$\$\$\$\$			R	
R.19	Private Uses. Rezone the destination recreation and lodge area to allow for private investments.	Policy	L	N/A	Community Development		G	U.6, U.7
Lake 1 Boat Ramp Improvements								
R.20	Gated Entry. Install gated boat parking.	Capital	S	\$\$\$\$	Parks and Rec - Public Works	Engineering	R, P	
R.21	Park Name. Rename the Lake 1 boat ramp recreation area to promote the branding of the Twin lakes.	Policy	S	N/A	Parks and Rec - Public Works	City Manager's Office	R	
R.22	Boat Ramps Improve existing boat ramps.	Capital	S	\$\$\$	Parks and Rec - Public Works	Engineering	R	
R.23	Access. Improve access to boat ramps and existing fishing pier.	Capital	S	\$\$		Engineering	R	
R.24	Day Use Amenities. Construct gated parking area and day-use facilities.	Capital	L	\$\$\$\$\$			R	

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Kiwanis Park Improvements								
R.25	Gated Access. Install gated access and improve designated parking facilities.	Capital	S	\$\$\$\$	Parks and Rec - Public Works	Engineering	R, P	
R.26	Day Use Amenities. Improve day use facilities.	Capital	S	\$\$\$\$			R	
R.27	Primitive Campsites. Construct other overnight use facilities.	Capital	M	\$\$\$\$			R	
Isaac Walton Park Improvements								
R.28	Gated Access. Install gated access to the park area to monitor usage.	Capital	S	\$\$\$\$	Parks and Rec - Public Works	Engineering	R, P	
R.29	Camping. Construct various campsite accommodations including RV campsites, yurts, or cabins.	Capital	S	\$\$\$\$			R	
R.30	Park Amenities. Construct various campsite amenities to support campers.	Capital	M	\$\$\$\$			R	



Camp grounds should provide a variety of amenities that support daily use, including picnic tables, grills, waste receptacles, and similar amenities.

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Trails								
R.31	Lake Loop Trail. A "Lake Loop Trail" around Lake 2 should be constructed along the shoreline.	Capital	S	\$\$\$\$\$	Parks and Rec - Public Works		R	
R.32	Lake 1 and Lake 2 Connection. A trail connecting Glen Collins Park and the Lake #1 Boat Ramp should be constructed.	Capital	S	\$\$\$\$\$			R	
R.33	Isaac Walton Connection. A trail should connect Isaac Walton Park to Lake #1 Boat Ramp.	Capital	M	\$\$\$\$\$			R	
R.34	Future Connections. A cohesive trail network connecting residents within the Twin Lakes study area as well as within Shawnee proper to the events and activities at the lakes should be constructed over time.	Capital	L	\$\$\$\$\$		Community Development, Engineering	R, G	



Soft surface trails cost less to construct and may be a better fit in certain environmentally sensitive areas or where a more natural feel is desired.

PUBLIC HEALTH AND SAFETY

As the frequency of calls for public safety services increases around the Twin Lakes due to heightened usage of the parks, and population grows in accordance with the Future Development Plan, it may become necessary to invest in a full-time public safety presence in the study area. This may include a graduated increase in equipment, facilities, and staffing for park and lake security, general safety, fire/rescue, and emergency medical services.

With a low population and population density, today's desire for permanent police and fire stations within the study area is not feasible in the near-term (nor does it outweigh the need for additional public safety resources within Shawnee proper). Pre-positioned resources such as a new police dock and boat, may assist response times and improve on-water patrolling during busy summer months in the meantime. "Pre-positioning" of staff resources may also be accommodated in a targeted manner by providing housing at recreation areas for public safety staff.



The incorporation of public safety housing or camp host spaces can supplement park patrols and maintenance needs while providing a sense of safety and security within an overnight camping park.

POLICIES & PROGRAMS

Action PHS.1: Public Safety District. Determine the feasibility of a public safety district to supplement police and fire resources.

In 2021, Oklahoma passed the "Oklahoma Public Safety Protection District Act" which allows municipalities to create a public safety protection district to help fund the provision of public safety services, if approved by voters. The act allows a city to place annual assessments on properties to fund public safety, including the purchase and maintenance of equipment and vehicles, employment for fire, protection, and EMS services, and payment for emergency services. By creating a Public Safety District for Shawnee, the City could raise addition revenues to support the provision of public safety, not just in the study area, but throughout the entire City.

Action PHS.2: Police Presence. Continue enhanced police presence at the Lake parks during summer months.

Shawnee's school resource officers have assisted in the patrol of Glen Collins Park and Isaac Walton Park during the last two summers. This program has improved conduct and the perception of safety during the busier summer months. The program should be continued until additional staff capacity is added within the parks to assist with monitoring park usage and compliance.

Action PHS.3: Boat Stickers. Institute sticker permits for all boats to aid in law enforcement.

A boat sticker program should be implemented to ensure all boats have the proper permits for the lakes. Stickers improve visibility for patrols and can show whether the permits are for a day use or annual. While there should be opportunities to purchase day permits for visitors, it would be easier to use a mail-based system to send stickers out for annual permit holders, like the vehicle registration system.

Action PHS.4: Derelict Docks. Implement an additional fees for the public removal of derelict docks.

Based on the review of existing docks on Lake 1, there may be instances where the City needs to assist with the removal of derelict docks. In these instances, additional fines should be charged to cover the City's cost for derelict dock removal, including any subcontracting costs, permitting, and debris disposal.

Action PHS.5: Code Enforcement Process. Adopt proactive code enforcement measures related to the protection of the lake shore:

- Monitor and enforce the lakes to ensure the lake shore conservation zone is maintained
- Monitor docks and any lake encroachments and ensure all docks follow permitting and inspection requirements
- Require the abatement when the lake shore protection measures are not followed

The City's complaint-based code enforcement system that operates today, does not address the needs of the lakes. By switching to a proactive system, the City will be able to monitor and protect public health and safety on the Twin Lakes, including monitoring dock safety and standards and lake shore conservation requirements. A proactive code enforcement policy for targeted violations can more readily require abatement measures when there are code-related infringements.

Action PHS.6: Dock Permits. Require annual dock permit renewal with inspections to ensure the safety and quality of docks.

The existing system to report and monitor code enforcement cases is not transparent or simple. By improving the system for City staff, as well as residents, will help ensure the timely response and aid the City in managing the case status, types of cases, and locations. A digital system can help with workflow automation, reduce paperwork, and make the system more efficient.



Examples of docks on Lake 1 that are in need of maintenance or replacement. Without the proper mechanisms in place, such as proactive code enforcement and abatement measures, it may be years before the docks are improved to meet current safety requirements.

INVESTMENTS

Action PHS.7: Police Dock. Construct a police dock on Lake 1 with a new patrol boat and unit to monitor the lakes.

A dedicated police dock and storage space will allow on-water patrols to have quick access to the water and respond to emergencies. The construction of the dock on Lake 1 near the existing boat ramp will be close to other City storage facilities and is a central location on the Lake to improve time in emergency situations.

Action PHS.8: Emergency Access. Ensure Lake 2 has proper emergency services access and accommodations.

To allow water patrols to respond to emergencies on both lakes, the connecting canal should remain open to emergency services unless water conditions prevent boat access due to water depth. To ensure emergency services have adequate access regardless of water levels, the boat launch area of Lake 2 should be improved and the kayak/canoe boat launch area should be of sufficient size and quality to allow for City watercraft to tie up in the case of responses.

Action PHS.9: Police Services. Reserve space for a future substation to serve the study area when calls for service volumes increase.

While calls for police service originating from the study area are limited today, as reprogrammed recreation areas attract more overnight visitors and the population increases, the number of calls will likely increase as well. This may necessitate a police squadron dedicated to patrolling the study area. A joint-use facility with fire/emergency services may reduce costs and travel times by providing a central location to rest during patrols and to store vehicles or other police equipment.

Action PHS.10: Fire Services. Reserve space for a future fire station in the study area when calls for service volumes increase.

While the current fire/EMS calls for service originating from the study area are limited, as reprogrammed recreation areas attract more overnight visitors and the population increases, the number of calls will likely increase as well. Although routes to the study area may be improved to allow for quicker response times, a fire station in the study area would allow for the quickest responses. The City can partner with surrounding communities to fund and staff the development of a future fire station. Incremental steps can be taken to establish a fully functional fire station. For example, in the near term a site can be used to stage equipment, followed by a fully staffed fire/EMS station.

Action PHS.11: Camp Hosts. Utilize "Camp Hosts" to monitor campgrounds.

Camp hosts are used to assist with the managing of camping and RV parks. Camp hosts stay at the campgrounds for a season, usually for free or for a small stipend, and assist with regular maintenance and running of the camps. They can be used to supplement staff needs, and act as an on-site system of security. This system is commonly used in national parks and similar types of parks throughout the United States.

Action PHS.12: Public Safety Housing. Include housing for public safety at campground locations.

In addition to the use of camp hosts, public safety housing can be included in overnight campgrounds. Public safety housing, or smaller on-site housing for police or safety officers, can be offered in return for a police officer staying on site at the campground. While a police officer may not be required to perform duties off-hours, the police vehicle and overall presence will improve the perception of safety.

Action PHS.13: Recreation Area Access. Install gate-controlled access to recreation areas.

All public park areas should have gated entry. A gated entry system will collect parking fees, limit the number of users within each park area and on the lake, and improve safety at the parks. The City can use timed-use permits with printed tickets during the busy season to meet capacity constraints, use a entry ticket system at gates, or surface parking stations with a phone-based application to help monitor and pay for parking. When deciding which type of payment system to install, there will be several factors the City will need to consider. There may be increased maintenance and operations, the need for personnel to monitor the gated access, initial infrastructure costs, and lot capacity review systems.

Action PHS.14: Code Enforcement Officer. Create a new code enforcement position to proactively monitor and enforce regulations.

To enforce code compliance around the lake, additional code enforcement staff and equipment will be needed. This includes additional full-time staff positions, a vehicle to travel around the lake, and a boat or drone to monitor the lake shore requirements.

Action PHS.15: Code Enforcement System. Improve reporting and monitoring systems for code enforcement cases.

The existing system to report and monitor code enforcement cases is not transparent or straightforward. Technological improvements to the system can assist with workflow, transparency, and efficiency. By improving the system for City staff, as well as residents, will help ensure the timely response and aid the City in managing the case status, types of cases, and locations of violations.



Gated entry systems can be used to ensure the parks are not overburdened, and prevent illegal parking. A variety of systems can be used, including timed gates with a payment station, parking ticket entry systems, and gates that also open automatically for annual permit holders. The City will need to consider various costs associated with gated access prior to determining which route to pursue.



Campground hosts are used in national and state parks around the United States to help enforce rules and regulations of campgrounds, assist with minor maintenance needs, and check-in campers. This system helps reduce full-time staffing needs during the peak season.

Figure 5.6, Public Health and Safety Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
PHS.1	Public Safety District. Determine the feasibility of a public safety district to supplement police and fire resources.	Revenue	L	\$	City Manager's Office	Fire/EMS, Police	P	
PHS.2	Police Presence. Continue enhanced police presence at the Lake parks during summer months.	Policy	O	\$\$\$	Police		P	
PHS.3	Boat Stickers. Institute sticker permits for all boats to aid in law enforcement.	Revenue	O	\$	Parks and Rec - Public Works	Police	P	R.6
PHS.4	Derelict Docks. Implement an additional fee for the public removal of derelict docks.	Policy	S	\$\$	City Manager's Office	Finance, City Commission	N, P	
PHS.5	Code Enforcement Process. Adopt proactive code enforcement measures related to the protection of the lake shore.	Regulation	S	\$	Engineering	Community Development	G, N	NR.2
PHS.6	Dock Permits. Require annual dock permit renewal with inspections to ensure the safety and quality of docks	Regulation, Revenue	O	\$	Engineering	City Manager's Office	R	NR.5
Investments								
PHS.7	Police Dock. Construct a police dock on Lake 1 with a new patrol boat and unit to monitor the lakes.	Capital, Operational	S	\$\$\$\$	Police		P	
PHS.8	Emergency Access. Ensure Lake 2 has proper emergency services access and accommodations.	Capital	Varies	\$\$\$	Police	Engineering	P	

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
PHS.9	Police Services. Reserve space for a future substation to serve the study area when calls for service volumes increase.	Operational	L	\$\$\$	Police		P, G	
PHS.10	Fire Services. Reserve space for a future fire station in the study area when calls for service volumes increase.	Partnership, Capital	L	\$\$\$\$	Public Works	Finance, Fire/EMS	P, G	
PHS.11	Camp Hosts. Utilize "Camp Hosts" to monitor campgrounds.	Operational	L	\$\$	Parks and Rec - Public Works	Finance	P, R	R.27
PHS.12	Public Safety Housing. Include housing for public safety at campground locations.	Capital	L	\$\$\$	Parks and Rec - Public Works	Police	P, R	
PHS.13	Recreation Area Access. Install gate-controlled access to recreation areas.	Capital	O	\$\$\$	Parks and Rec - Public Works		P	R.3, R.15, R.18, R.20, R.25, R.28
PHS.14	Code Enforcement Officer. Create a new code enforcement position to proactively monitor and enforce regulations.	Operational	S	\$\$	Engineering	Finance	G, P	
PHS.15	Code Enforcement System. Improve reporting and monitoring systems for code enforcement cases.	Operational	O	\$\$	Engineering	Community Development, Finance	G	

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
Regulation: New regulation or change to existing regulation requiring City Council action.
Policy: New or modified formal process or procedure that guides City decisions.
Partnership: Formal or informal agreement with an external entity to pursue shared goals.
Revenue: New fee or revenue collection opportunity to support public projects.
Program: A city initiative related to education, recreation, or sports.
Capital: New or modified capital expenditure for a project.
Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
M - Mid-Term: 3-5 years
L - Long-Term: 5+ years
O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
\$\$ - \$50K - \$100K
\$\$\$ - \$100K - \$500K
\$\$\$\$ - \$500K - 2M
\$\$\$\$\$ - More than 2M
N/A - Operation of policy change
- no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
P: Facilitate the efficient delivery of public services
N: Embrace the stewardship of our natural resources
G: Promote fiscally responsible growth patterns

NATURAL FEATURES

As the Twin Lakes serve as Shawnee's primary source of drinking water as well as a recreational facility, it is critically important to preserve the quality of the water and environment. Shoreline erosion and sedimentation were noted as key issues during the planning process.

The strategies necessary to ensure the long-term quality of the City of Shawnee's drinking water supply include recommendations on lake usage and restoration, improvements to the City's Code of Ordinances, and educational opportunities around the lakes.



Strategic shoreline restoration activities are necessary to reduce ongoing erosion on the banks of Lake 1.

POLICIES & PROGRAMS

Action NR.1: Boating Access. Establish "No Wake" zones on Lake 2.

To protect the quality of the lakefront parks on Lake 2, "No Wake" zones should be implemented within 100 feet of any lakefront park and within the channel. No Wake" zones reduce wave impacts on the shoreline, which reduces shoreline erosion. Fewer waves and slower traveling boats improve swimming safety.

While ideally motorized boat access should be limited on Lake 2 to protect shoreline stability and water quality, No Wake" zones are an incremental step for long-term preservation of Lake 2.

Action NR.2: Lake Protection Zone. Update the Lake Protection Zone Regulations (Ch. 22 of the LDC):

- Require that all lakefront properties are subject to the lake shore conservation regulations, whether leased, privately owned, or owned and maintained by the City
- Increase the depth of the Lake Protection Zone to at least 35' from the mean high-water line
- Require setbacks from the ordinary mean high-water line of 50' for any primary structures and 35' for any secondary structures
- Prohibit the removal of healthy native vegetation within 25' of the mean high-water line
- Prohibit the construction of seawalls and similar hardscaping
- Require a minimum setback of 75' for any septic systems from the mean high water line, and require annual inspections and permits.

The regulation of the shoreline is in the interest of public health, safety, and welfare of a community. A healthy shoreline contributes to water quality and environmental preservation. The current shoreline composition is a mixture of manicured landscaping, native grasses, and seawalls, which can be unappealing to view and contribute to higher rates of shoreline erosion and degradation of water quality. Shoreline control measures can reduce severe erosion, protecting property values and reduce sediment in the water.

Action NR.3: Infrastructure Connections. Require connections to wastewater when available for properties in the area to limit septic tanks near the lake shore.

Septic systems near the City's primary water source require regular monitoring and inspections to ensure they are functioning properly. If not monitored, they could allow waste to leech into the lake, creating extra contamination to the drinking water. As sewer becomes available (see Action U.7 on Page 100), connections to the system should be required to reduce the possibility of human waste entering the Twin Lakes.

Action NR.4: Zebra Mussels. Increase education and outreach to reduce the impact of Zebra Mussels.

Zebra mussels are invasive mollusks that are harmful to local ecosystems and can clog pipes. They filter algae and attach onto other mollusks, and surfaces, which can kill the native species and clog pipes, causing damage to water, sewer, and stormwater systems. They are nearly impossible to eradicate once found in a lake, however measures can be taken to reduce the prevalence and spread. Additional education measures can be taken to inform residents of their presence, impact, and ways to help stop the spread, which may include news releases or additional signage at lakes and boat storage facilities.

Action NR.5: Low Impact Development. Adopt stronger standards to protect the watershed, such as the utilization of "Low Impact Development" techniques for developments near the lakes, and increased buffers around established floodplains.

Non-point source pollution can run into larger waterways through streams and creeks. To protect the water quality of the Twin Lakes, all new development should ensure the stormwater is managed and treated on property to reduce pollution entering the City's source of drinking water.

Methods to manage stormwater run-off for larger developments can reduce pollutants in the water. Low-impact development (LID) techniques may include rain gardens, bioswales, pervious pavement, rain cisterns, and similar methods. LID should supplement the stormwater management system and help treat run-off before it re-enters aquifers or larger water bodies. Stormwater retention and detention ponds can include native vegetation and aquatic life to help clean the water.



On-site stormwater management can include activated stormwater retention ponds (top picture), rain gardens (bottom picture), or similar methods that utilize native plants and soils to filter and treat stormwater. These methods can reduce run-off into the lakes of untreated water, protecting water quality and reducing localized flooding.

Action NR.6: Informational Signage. Incorporate informational signage and educational opportunities related to natural features and ecosystems.

Educational programs and events, such as summer camps, interpretive signage, and programs can be used to teach residents and visitors about the importance of natural resource conservation, water systems, and the natural environment. Summer camps can be available for children and could include camping, swimming, hiking, and exploration of the conservation areas around Lake 2. Interpretive signage can be located along trails, at boardwalks or pavilions, or along the lake shore to teach visitors about native plants, animals, and water systems. These amenities and programs can encourage regular use of parks, increase knowledge, and provide more things to do in parks around Twin Lakes.

Action NR.7: Partnerships. Identify partnerships to help with lake shore restoration.

Identify community groups to help volunteer with shoreline restoration. As water from Lake 1 is drawn down, there will be more opportunities to help replant and stabilize the shoreline. Having volunteers assistance will reduce the City staffing needs and help build ownership and shared responsibility for the lake quality, build resident interest in the lakes, and create community champions. Volunteer groups can also assist in the long-term maintenance of the shoreline through hosting volunteer days, or by "adopting a shoreline" to clean and maintain. Schools can teach classes on the shoreline and assist with restoration efforts. To gain local interest in restoration projects, the City can send out press releases, fliers, and broadcast on local radio and television stations.



Parks can incorporate educational signage to help teach residents about nature, the environment, or other outdoor systems. These opportunities can encourage exploration of parks and educate residents and visitors.

INVESTMENTS

Action NR.8: Shoreline Restoration. Restore the shoreline in areas where there are current beaches that will be relocated, or in any area which may need shoreline restoration that's City-owned. Restoration measures should include the use of native vegetation that will support long-term water quality and reduce erosion.

With the recent anomalies found on the Lake 1 Levee, there will be opportunities to restore the shore line and native vegetation. This may include at city parks where current swimming beaches will be relocated, or where significant erosion has occurred. Restoring the shoreline can help stabilization, provide a sanctuary for local ecology, ensure long-term water quality, and mitigate the impacts of stormwater run-off. The City can use a variety of native plants, which not only support aquatic life, but can also attract butterflies, bees, birds, and other types of terrestrial life.

Action NR.9: Infrastructure Debris. Remove infrastructure debris (i.e., Walker Road culvert) from the lake shore.

There are areas where infrastructure debris, such as failing roads, have fallen into the water. These features can create hazards for lake users and impede water flow. The removal of debris can assist in long-term water quality and safety along the lake shore.

Action NR.10: Cleaning Station. Construct an off-lake water cleaning station to reduce the spread of zebra mussels.

The spread of zebra mussels can be increased when boats with zebra mussels attached to them enter waters, or when boats are cleaned and the zebra mussels travel to water bodies through pipes. In addition to signage to inform lake users of the spread and impact of zebra mussels, the City can construct an off-lake cleaning station for boats or ensure other cleaning stations at boat storage places have protective measures against the spread of zebra mussels. This may include the use of ponds adjacent to cleaning stations which do not have pipes or other measures to move the water away from the cleaning station.

Action NR.11: Staffing. Ensure there is adequate staff to review permits and inspections for boat docks and septic systems.

Additional full time staff positions may be necessary to ensure all permits and inspections for water-quality and safety measures are enforced in a timely manner. This may include new building permit or inspection specialists who can review dock permits, septic systems, and similar permits near the shore line.



Shoreline restoration efforts support local ecology and beautification. Lake Phalen (shown above¹) solicited community volunteers to participate in a large-scale shoreline restoration effort. Together, the community restored over 1.2 miles of shoreline. The effort used a mixture of native plants, rip-rap, and limestone to restore areas that had been significantly impacted by erosion and stormwater run-off. The area has seen an increase in local ecology and reduced shoreline erosion as a result of the project. The community was heavily involved and still invested in the outcome of the project.

1: Photo Source: https://stormwater.pca.state.mn.us/index.php?title=Lake_Phalen_shoreland_restoration_-_shore_restoration_of_a_high-use_urban_lake

Figure 5.7. Natural Features Strategies Table

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Policy & Programs								
NR.1	Boating Access. Establish "No Wake" zones on Lake 2.	Policy	O	N/A	City Manager's Office	Police	R, N	
NR.2	Lake Protection Zone. Update the Lake Protection Zone Regulations (Ch. 22 of the LDC).	Regulation	O	N/A	Community Development	City Manager's Office	N	
NR.3	Sewer Connections. Require connections to wastewater when it's available for properties in the area to limit septic tanks near the lake shore.	Policy	L	N/A	Utilities	Engineering	P, N	
NR.4	Zebra Mussels. Increase education and outreach to reduce the impact of Zebra Mussels.	Program	O	\$	Parks and Rec - Public Works		N	
NR.5	Low Impact Development. Adopt stronger standards to protect the watershed, such as the utilization of "Low Impact Development" techniques for developments near the lakes, and increased buffers around established floodplains.	Regulation	S	N/A	Community Development	Engineering	N	G.8
NR.6	Informational Signage. Incorporate informational signage and educational opportunities related to natural features and ecosystems.	Program	S	\$	Parks and Rec - Public Works		N, R	
NR.7	Partnerships. Identify partnerships to help with lake shore restoration.	Partnership	O	N/A	Parks and Rec - Public Works		N	

Strategy Number	Strategy	Strategy Type	Time-frame	Estimated Cost Range	Implementing Agency	Partnerships	Guiding Principle	Corresponding Strategy
Investments								
NR.8	Shoreline Restoration. Restore the shoreline in areas where there are current beaches that will be relocated, or in any area which may need shoreline restoration that's city-owned. Restoration measures should include the use of native vegetation that will support long-term water quality and reduce erosion.	Capital	S	\$\$	Public Works	Engineering	N	
NR.9	Infrastructure Debris. Remove infrastructure debris (i.e., Walker Road culvert) from the lake shore.	Capital	M	\$\$\$	Public Works		N, P	
NR.10	Cleaning Station. Construct an off-lake water cleaning station to reduce the spread of zebra mussels.	Capital	L	\$\$\$	Parks and Rec - Public Works	Engineering	N	
NR.11	Staffing. Ensure there is adequate staff to review permits and inspections for boat docks and septic systems.	Operational	O	\$\$	Engineering	Finance	R	NR.2, PHS.6

***Types of Strategies:**

Study: Follow-up analysis or investigation required to determine the best solution.
Regulation: New regulation or change to existing regulation requiring City Council action.
Policy: New or modified formal process or procedure that guides City decisions.
Partnership: Formal or informal agreement with an external entity to pursue shared goals.
Revenue: New fee or revenue collection opportunity to support public projects.
Program: A city initiative related to education, recreation, or sports.
Capital: New or modified capital expenditure for a project.
Operational: New or modified program or staffing arrangement.

****Timeframe:**

S - Short-Term: 1-3 years
M - Mid-Term: 3-5 years
L - Long-Term: 5+ years
O - Ongoing or Immediate

*****Cost Considerations:**

\$ - Less than \$50K
\$\$ - \$50K - \$100K
\$\$\$ - \$100K - \$500K
\$\$\$\$ - \$500K - 2M
\$\$\$\$\$ - More than 2M
N/A - Operation of policy change
- no significant additional cost

******Guiding Principle:**

R: Provide beloved and beneficial recreational amenities
P: Facilitate the efficient delivery of public services
N: Embrace the stewardship of our natural resources
G: Promote fiscally responsible growth patterns

PLAN IMPLEMENTATION AND ADMINISTRATION

The Twin Lakes Master Plan is an addendum to the Shawnee Next Horizons Comprehensive Plan. As such, this report presents methods to interpret and apply the Twin Lakes Future Development Plan to future land use and development decisions. Successful Plan implementation, however, requires more. As principal Plan Administrator, the City of Shawnee will be responsible for Plan coordination, monitoring, education, and amendments – all activities that must be closely aligned with comprehensive plan administration.

ROLES AND RESPONSIBILITIES

As official policy of the Shawnee Mayor and City Commission, implementation of the Twin Lakes Master Plan is a shared responsibility of all municipal departments, boards, and commissions.

CITY DEPARTMENTS

The Community Development Department is responsible for day-to-day administration of this Plan. The City Manager's Office will ensure that all other City departments are responsive to ongoing plan administration needs. City plan administration includes:

- Managing the day-to-day implementation of the plan.
- Supporting and carrying out the capital improvement planning efforts
- Drafting new or amended land development regulations consistent with the plan
- Conducting additional studies and plans
- Reviewing applications for consistency with the Plan
- Providing a progress report of implementation to elected and appointed officials on a regular basis

BOARDS AND COMMISSIONS

The Shawnee Board of Adjustment, Planning Commission, and other appointed bodies will render decisions that promote the intent of this Plan.

- **City Council.** Adopt amendments related to zoning, development regulations, and similar regulatory measures, guide policy decisions associated with the plan. Identify funding opportunities and align priorities from the plan with the City's budget.
- **Board of Adjustment.** Review and make final decisions related to any variances from the zoning regulations or code of ordinance related deviations.
- **Planning Commission.** Review and make recommendations to City Council related to the zoning, development, and other planning related recommendations found within this plan.
- **Beautification, Parks, and Recreation Committee.** Review and make recommendations to City Council related to the implementation of recreation-related strategies identified in this plan, including budget, park design, and prioritization of strategies.

IMPLEMENTATION METHODS

The three primary tools for implementing a long-range growth and development plan include policies and programs, municipal code updates, operating budgets, and capital programming.

- **Policies and Programs.** Various policies and programs are outlined in the work program. When the policies are brought before elected bodies, there should be a direct reference to the applicable policy
- **Development Process.** To implement the Twin Lakes Master Plan, amendments will need to be made to municipal codes. The development review process will consider applicable Plan principles and recommendations.
- **Operational Budget.** Fees adjustments and revenue allocations may decrease deficits in providing public services.
- **Capital Programming.** Capital project lists should align with recommended Plan investments.

MONITORING THE PLAN

City staff will monitor and report on the progress of Plan implementation. These activities ensure that the City is addressing Plan commitments and adjusting course as necessary.

ANNUAL PROGRESS REPORTS AND AMENDMENTS

As part of the ongoing implementation process, benchmarking and monitoring should take place regularly. Annual progress reports should include a status update on implementation, important actions and accomplishments that occurred over the previous year, and identify recommendations for the upcoming year.

Map amendments may occur in conjunction with the development process. General amendments may be considered as part of the annual reporting process.

FIVE YEAR PLAN UPDATE

A five year update evaluates the original assumptions regarding growth and development trends, emerging issues, and determines if the remaining action plan is still relevant. The five year update should include:

- A summary of plan amendments and accomplishments to date
- Changes in trends and development patterns since plan adoption (i.e., changes in predicted growth rates, demographic composition, community attitudes, availability of resources, or other political, environmental, or social issues
- Conflicts between decisions made and implementation actions yet to be undertaken
- Changes in state law, procedures, or programs which impact implementation actions
- A review and update of the Implementation Action Plan

TEN YEAR PLAN UPDATE

The plan should be taken through a full update after 10 years. This should include the elements included in the five-year plan update as well as:

- Community visioning and re-engagement
- Evaluation of action items that have yet to be considered
- Re-analysis of the issues and trends related to growth and community development
- Review of the fiscal analysis for the study area related to development patterns
- A new plan of action reflective of the refined vision for the future.

PREPARED IN ASSOCIATION WITH:



111 N. Lee Avenue, Suite 400
Oklahoma City, Oklahoma 73103

www.halff.com

