

AMENDED

AGENDA
BOARD OF CITY COMMISSIONERS
APRIL 15, 2024 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. Recognition of North Rock Creek High School Archery Team State Championship Win.
2. Recognition of Pleasant Grove School Lady Warriors Basketball Division III Championship Win.
3. Recognition of Claudia Thomason, Shawnee Middle School, Girls Wrestling Regional Championship Win.
4. Recognition of Shawnee High School Girls Swim Team State Championship Win.
5. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)

Citizens may provide comment relevant to City business. Per Oklahoma 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.

6. Consider approval of Consent Agenda:

- a. Minutes from the March 18, 2024 regular meeting.
- b. Acknowledge the following minutes and reports:
 - Board of Adjustment Minutes from the January 18, 2024, regular meeting.
 - Planning Commission Minutes from the February 7, 2024, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the February 15, 2024 regular meeting.
 - License Payment Report for March 2024.
 - Project Payment Report for March 2024.
 - Use of City Manager Contingency in the General Fund.
- c. Lake Lease Transfer:
 - Johnston Tract Lot 13B, 16624 Stevens Rd #B
From: Raymond Burton
To: Raymond Burton, Ron and Mindee Duffell
- d. Acknowledge the resignation of Mindy Mew-Palmer from the Planning Commission.
- e. Mayor Appointments:
 - Planning Commission
Jamie Hembree 1st Full Term Expires: June 1, 2027
Replaces Mindy Mew-Palmer, Resigned
- f. Acceptance of Belmont Park Addition Phase II public improvements and placing the Maintenance Bonds into effect.
- g. Authorize a right-of-way easements be given to Oklahoma Gas and Electric Company to serve the Wastewater Treatment Plant.
- h. Acknowledge Change Order No. 3 for Clearpond Road Culvert Replacement.
- i. Acknowledge Change Order No. 2 for Traffic Signal Storm Damage Repair

project.

- j. Approve renewal of the following agreements for Fiscal Year 2024-2025:
 - Agreement with the Pioneer Library System for Library Services, Facilities, and Maintenance.
7. Presentation of the Pet of the Month by Animal Control.
8. Mayor's Proclamation(s)
 - a. "National Animal Control Officer Appreciation Week", April 14 through April 20, 2024
 - b. "National Public Safety Telecommunications Week", April 14 through April 20, 2024
 - c. "National Arbor Day", April 26, 2024
 - d. "Loyalty Day", May 1, 2024
 - e. "Professional Municipal Clerks Week", May 5 through May 11, 2024
 - f. "National Economic Development Week", May 6 through May 10, 2024
 - g. "National Police Week", May 12 through May 18, 2024
9. Shawnee Forward Presentation.
10. Presentation of the Fiscal Year 2024-2025 Proposed Budget.
11. Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2024 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.
12. Consideration and adoption of a resolution authorizing the City of Shawnee's submittal of an Opioid Abatement Grant Application to the Oklahoma Opioid Abatement Board.
13. Consideration and adoption of a resolution for project sponsorship for the Oklahoma Department of Transportation (ODOT) Transportation Alternatives Program (TAP) Application and Maintenance Commitment for the Wallace

Street sidewalk project.

14. Consideration of a resolution to adopt the City of Shawnee Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.
15. Consideration of a resolution to surplus a Kubota Model No. ZD1211RL-72 mower.
16. Consideration of an amendment to the Management Agreement between the City of Shawnee and Global Spectrum, L.P.
17. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for water system improvements within the Midland Addition.
18. Consider approval to authorize City Manager to negotiate and execute a contract with Landmark Construction to provide Construction Manager at Risk Services for the Shawnee Fire Department Station 3 Remodel.
19. Consideration of a resolution updating the City Fee Schedule by amending portions of the Shawnee Fairview Cemetery fees pursuant to Sections 10-9 and 10-11 of Chapter 10 of the City Code.
20. Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue. (*Deferred from March 18, 2024 City Commission Meeting.*)
21. Consideration of an appeal of the Administrative Order regarding property located at 315 South Osage Avenue.
22. Consider the Petition for Annexation request by LaVerne Douglas for purposes of future construction and authorize Staff to proceed with notice and hearing requirements.
23. Public Hearing regarding a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.
Case No.: RZ01-24 | Applicant: City of Shawnee, Oklahoma
24. Consideration of an ordinance to rezone from A-1 (Rural Agricultural District)

to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.

Case No.: RZ01-24 | Applicant: City of Shawnee, Oklahoma

25. Consideration of an ordinance of the City of Shawnee, Oklahoma amending a certain portion of Chapter 7 (Buildings and Building Regulations), Article III (Electricity) of the Shawnee Municipal Code; and providing for severability, codification, repealer, and declaring an emergency.
26. Consideration of an Emergency Clause as it relates to Agenda Item No. 25 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.
27. Public Hearing regarding an amendment to Section 22-299 to 22-309 of the Zoning Code, which provides guidance regarding Short-Term Rentals (STR) in the City of Shawnee, Oklahoma.
Case No.: TXT01-24 | Applicant: City of Shawnee, Oklahoma (*Deferred from March 18, 2024, City Commission Meeting.*)
28. Consideration of an ordinance amending Section 22-299 to Section 22-309 of the Zoning Code of the City of Shawnee, Pottawatomie County, Oklahoma, more specifically known as Reserved, to Short Term Rental, Residential, by amending said Sections of said Zoning Code; providing for repeal, providing for severability, and providing for codification.
Case No.: TXT01-24 | Applicant: City of Shawnee, Oklahoma
29. Consideration of a resolution updating the City Fee Schedule by amending portions of the Zoning Code of the City of Shawnee pursuant to Section 22-301 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.
30. Consideration of a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase II.
Case No.: PPL01-24 | Applicant: City of Shawnee, Oklahoma
31. Consider Bid(s):
 - a. Demolition of Shawnee Regional Airport Hangar 16 (Award)

32. Acknowledge Monthly Sales Tax and Budget Reports.

33. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Lindsey McNabb-Fox, Finance Director
- b. Presentation on Homeless Program, City Cost, Community Donations, and Volunteer Hours - Andrea Weckmueller-Behringer, City Manager

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

35. Commissioners Comments

36. Adjournment

Respectfully submitted,



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

ON THIS 15TH DAY OF APRIL, 2024, TO THE

NORTH ROCK CREEK HIGH SCHOOL ARCHERY TEAM

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE

2024 State Championship Win

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK, MMC



Certificate of Recognition

ON THIS 15TH DAY OF APRIL, 2024, TO THE

PLEASANT GROVE LADY WARRIORS

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE

2024 ORES Division III Championship Win

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK, MMC



Certificate of Recognition

ON THIS 15TH DAY OF APRIL, 2024, TO

CLAUDIA THOMASON

ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE
OSSAA GIRLS 6A EAST REGIONALS - 170 POUNDS

2024 Regional Championship Win

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK



Certificate of Recognition

ON THIS 15TH DAY OF APRIL, 2024, TO THE
SHAWNEE HIGH SCHOOL GIRLS SWIM TEAM
ON BEHALF OF THE CITY OF SHAWNEE TO ACKNOWLEDGE THE
CLASS 5A STATE SWIMMING

2024 State Championship Win

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK, MMC

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MARCH 18, 2024 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, March 18, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, March 14, 2024 at 6:05 PM. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Yannah Frazier
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 - Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of 2023 Build Oklahoma - Best in Class Award for KidSpace Park.

Mayor Bolt presented a Certificate of Recognition of 2023 Build Oklahoma - Best in Class Award for KidSpace Park to Parks and Recreation Manager Kerri Foster.

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

Citizens may provide comment relevant to City business. Per Oklahoma 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.

Mr. William Rooth, Ms. Sarah Inselman, Ms. Sylwia Partyka, Mr. Rob Morris, Ms. Danielle Shaughnessy, Ms. Cyndi Berger, and Mr. Rick Young spoke during Citizens Participation.

3. Consider approval of Consent Agenda:

a. Minutes from the February 20, 2024 special call meeting and the February 20, 2024 regular meeting.

b. Acknowledge the following minutes and reports:

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the January 18, 2024 regular meeting and the January 23, 2024 special call meeting.
- Shawnee Senior Citizens Advisory Board Minutes from the December 12, 2023 regular meeting.
- License Payment Report for February 2024.
- Project Payment Report for February 2024.

c. Lake Lease Transfer:

- Belcher Tract Lot 3, 15514 Nickens Rd
From: Harold W Beavers
To: Stony and Kourtney Roberson

- Johnston Tract Lot 23, 16504 Stevens Rd
From: Shawnee Properties LLC
To: The Jenifer and Richard A Stevenson II Revocable Trust Agreement

d. Mayor Appointments:

Shawnee Urban Renewal Authority

Robert Keil 1st Full Term Expires: February 2, 2027

Replaced Jamelle Payne - Term Expired

- e. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve existing City Lake Lot Lease 16504 Stevens Rd., at Shawnee Twin Lakes.
- f. Authorize a right-of-way easement be given to Canadian Valley Electric Cooperative, Inc., to serve existing City Lake Lot Lease 15109 Eckels Drive, at Shawnee Twin Lakes.
- g. Approve Change Order No.1 for Thompson Heights Waterline Project.
- h. Approve Change Order No. 1 for Independence Waterline Project.
- i. Acknowledge Change Order No. 1 for Clearpond Road Culvert Replacement.
- j. Acknowledge Change Order No. 2 for Clearpond Road Culvert

Replacement.

- k. Acknowledge Change Order No. 1 for Traffic Signal Storm Damage Repair project.

- l. Acceptance of Northside Veterinary Hospital public water line improvements and placing the Maintenance Bond into effect.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 3(a-1). Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

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

Animal Control Officer Theresa Touchet introduced Basher, an approximate 1-year-old labrador-mix.

- 5. Mayor's Proclamation(s)

- a. "Alcohol Awareness Month", April 2024

Mr. Jon Greenwood with Gateway to Prevention & Recovery accepted the Mayor's Proclamation for "Alcohol Awareness Month" from Mayor Bolt.

- b. "Fair Housing Month", April 2024

Community Development Director Rian Harkins accepted the Mayor's Proclamation for "Fair Housing Month" from Mayor Bolt.

- c. "National Donate Life Month", April 2024

The Mayor accepted the Mayor's Proclamation on behalf of Ms. Allie Hall for "National Donate Life Month."

- 6. Public Hearing for consideration of an ordinance amending Section 22-410 of

the Zoning Code of the City of Shawnee, Pottawatomie County, more specifically known as Boardinghouse, Roominghouse, Overnight Shelter; providing for repeal; providing for severability; and providing for codification.

Community Development Director Rian Harkins advised that due to not having a quorum at the March 6, 2024 Planning Commission and the item not being presented, he is requesting that this item be deferred.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to defer the item to a future meeting. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

7. Discussion of potential amendments to portions of Article VII, Section 22-410 of Chapter 22, related to the operation of shelters for homeless persons.

Community Development Director Rian Harkins stated that the Commission had requested Staff to provide further information and bring the discussion back to the Commission. He presented a presentation and topics discussed included:

- Current Section 22-410
- Proposed Amendment
- Why Amend the Zoning Now?
- What other cities are doing
 - Oklahoma City
 - Tulsa
 - Chickasha - Resurrection House
 - Norman
 - Norman - Food & Shelter
 - Lawton - Family Promise
 - Okmulgee
 - Muskogee

8. Consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections

(b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.

City Clerk Lisa Lasyone provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.

Resolution No. 6725 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CITY CODE; AND (2) SETTING THE SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

9. Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

City Clerk Lisa Lasyone provided a Staff report.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of

the City Fee Schedule in whole.

Resolution No. 6726 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-38, ARTICLE II, CHAPTER 23 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion Carried 7-0-0.

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

NAY: None

ABSTAIN: None

10. Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue.

City Attorney Joe Vorndran advised that the Appellant did not have proper standing to make the appeal. Staff is asking for permission to defer to the item April 15, 2024 City Commission meeting to allow the Appellant to correct defect.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to defer the item to the April 15, 2024 City Commission meeting. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

11. Consideration of a resolution to surplus a 2003 Ford F450 reserve brush pumper.

Fire Chief Tony Wittmann stated that Staff recommends surplus the Brush Pumper so that it may be conveyed to the Central Oklahoma Economic Development District (COEDD) Rural Fire Defense Program.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve a resolution to surplus a 2003 Ford F450 reserve brush pumper.

Resolution No. 6727 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SELL OR DISPOSAL AT THE CITY'S DISCRETION.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

12. Consideration of a resolution of the City of Shawnee approving the purchase of Self-Contained Breathing Apparatus (SCBA) Inventory from Municipal Emergency Services, under a Cooperative Purchasing Agreement with Sourcewell; and authorizing to enter into a lease/purchase agreement with Community Leasing Partners.

Fire Chief Tony Wittmann stated that the replacement of the current inventory of Self Contained Breathing Apparatus (SCBA) for the Shawnee Fire Department was included in the current Capital Improvement plan for replacement over the next three years. The Shawnee Fire Department was notified earlier this month that the SCBA manufacturer is going to request a rescission from the National Institute for Occupational Safety & Health (NIOSH) for several different products they manufacture, including SCBA inventory. As a result, these products will not be supported for parts and repairs, and they will no longer be NIOSH approved, necessitating the need to purchase new SCBAs by the end of the calendar year 2024.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a resolution of the City of Shawnee approving the purchase of Self-Contained Breathing Apparatus (SCBA) Inventory from Municipal Emergency Services, under a Cooperative Purchasing Agreement with Sourcewell; and authorizing to enter into a lease/purchase agreement with Community Leasing Partners.

Resolution No. 6728 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE APPROVING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS

INVENTORY FROM MUNICIPAL EMERGENCY SERVICES, UNDER A COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL; AND AUTHORIZING TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH COMMUNITY LEASING PARTNERS.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

13. Consideration of a resolution of the City of Shawnee to purchase a Kubota SVL75 utilizing Sourcewell Contract #040319.

Assistant City Manager Danny Vise provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a resolution of the City of Shawnee to purchase a Kubota SVL75 utilizing Sourcewell Contract #040319.

Resolution No. 6729 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE APPROVING THE PURCHASE OF A KUBOTA SVL75-3HWC FROM GREAT PLAINS KUBOTA OF SHAWNEE, UNDER THE COOPERATIVE PURCHASING AGREEMENT WITH SOURCEWELL.

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

14. Consideration of a resolution to withdraw the request for exclusion from the Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873).

City Attorney Joe Vorndran provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a resolution to withdraw the request for exclusion from the Aqueous Film-Forming Foam (AFFF) Product Liability Litigation (MDL 2873).

Resolution No. 6730 was introduced.

A RESOLUTION TO WITHDRAW THE REQUEST FOR EXCLUSION FROM THE AQUEOUS FILM-FORMING FOAM (AFFF) PRODUCT LIABILITY LITIGATION (MDL 2873).

Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

15. Consideration and approval of a grant application for a Safe Streets and Roads for All transportation planning grant to the United States Department of Transportation.

Community Development Director Rian Harkins advised that the Bipartisan Infrastructure Law (BIL) established the new Safe Streets and Roads for All (SS4A) discretionary program with Five Billion Dollars (\$5,000,000,000.00) in appropriated funds over five (5) years. If awarded, this grant-funded project enables the City to develop the Safe Streets for All Action Plan needed to apply for subsequent SS4A Implementation Grants.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a grant application for a Safe Streets and Roads for All transportation planning grant to the United States Department of Transportation. Motion Carried 7-0-0.

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

NAY: None

ABSTAIN: None

16. Consideration of an ordinance amending portions of Article VII, creating Sections 22-299 through 22-309 of Chapter 22, authorizing the operation of residential short-term rentals; providing for repeal; providing for severability; and providing for codification.

Community Development Director Rian Harkins advised that due to not having a quorum at the March 6, 2024 Planning Commission and the item not being presented, he is requesting that this item be deferred to the April 15, 2024

City Commission meeting.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to defer the item to the April 15, 2024 City Commission meeting. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

17. Consider Bid(s):

a. Demolition of Shawnee Regional Airport Terminal (Award)

Assistant City Manager Danny Vise announced that four (4) bids were received. Staff recommends awarding the Base Bid, Alternate No. 1, and Alternate No. 2 to M&M Wrecking of Blanchard, Oklahoma for the total amount of Thirty-Seven Thousand Two Hundred One Dollars (\$37,201.00).

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to award the Demolition of Shawnee Regional Airport Terminal to M&M Wrecking for the amount of Thirty-Seven Thousand Two Hundred One Dollars (\$37,201.00), which includes the Base Bid, Alternate No. 1, and Alternate No. 2. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

b. Demolition of Shawnee Regional Airport 200 Series T-Hangars (Award)

Assistant City Manager Danny Vise announced that four (4) bids were received. Staff recommends awarding the Base Bid to M&M Wrecking of Blanchard, Oklahoma for the total amount of Sixteen Thousand Six Hundred Fourteen Dollars (\$16,614.00).

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to award the Demolition of Shawnee Regional Airport 200 Series T-Hangars to M&M Wrecking for the amount of -Sixteen Thousand Six Hundred Fourteen Dollars (\$16,614.00), which includes the Base Bid only. Motion carried 7-0-0.

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

c. Demolition of 702 West Independence (Award)

Assistant City Manager Danny Vise announced that four (4) bids were received. Staff recommends awarding the Base Bid, Alternate No. 1, and Alternate No. 2 to M&M Wrecking of Blanchard, Oklahoma for the total amount of Twenty-Eight Thousand Five Hundred Thirty Dollars (\$28,530.00).

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to award the Demolition of 702 West Independence to M&M Wrecking for the amount of Twenty-Eight Thousand Five Hundred Thirty Dollars (\$28,530.00), which includes the Base Bid, Alternate No. 1, and Alternate No. 2. Motion carried 7-0-0.

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

18. Acknowledge Monthly Sales Tax and Budget Report.

Finance Director Lindsey McNabb-Fox reported sales tax collections are up One Million Four Hundred Twenty-Four Thousand Two Hundred Twenty-Four Dollars (\$1,424,224.00) or Six Point Five Percent (6.5%), over the projected budget year-to-date. She stated that use tax collections are up approximately Six Hundred Forty-Six Thousand Five Hundred One Dollars (\$646,501.00) or Twenty-Three Point Four Percent (23.4%), above the projected budget year-to-date.

19. Administrative Report(s):

a. 2024 Homeless Point-in-Time Count - Rian Harkins, Community Development Director

Community Development Director Rian Harkins provided a presentation on the 2024 Homeless Point-In-Time (PIT) Count. Topics discussed included:

- Point-In-Time (PIT) Count

- 2024 Shawnee PIT Count
- Shawnee Homeless Population
 - 2023 and 2024 Population
- Homeless Program City Resources
- OK Continuums of Care (CoC)
- Shawnee Continuum of Care

b. Presentation of the Housing Infill Palette - Rian Harkins, Community Development Director

Community Development Director Rian Harkins provided a presentation on the Housing Infill Palette. Topics discussed included:

- Project Basics
 - Floor Plan 1 - 1 Bed/1 Bath, 940 Square Feet
 - Floor Plan 2 - 3 Bed/2 Bath, 2 story, 1,572 Square Feet
 - Floor Plan 3 - 2 Bed/1 Bath, 1,200 Square Feet
 - Floor Plan 4 - 3 Bed/2 Bath, 1,435 Square Feet
 - Floor Plan 5 - 3 Bed/2 Bath, 1,475 Square Feet
- Next Steps
 - Finalize Waiver
 - Post on City's Website
 - Begin use on April 1, 2024

20. 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.

21. Commissioners Comments

Commissioner Sehorn commented on the sales tax and school district bond vote.

Vice Mayor Rutherford commented on the sales tax information and tax rate.

Commissioner Frazier thanked Ms. Partyka with Mabee-Gerrer Museum for her comments during Citizens Participation. She welcomed Select Supermarket to Ward 3. She also commented on the water/sewer and sanitation rate increases.

Commissioner Engles commented on the KidSpace Park award, water/sewer and sanitation rate increases, executive sessions, sales tax, and the Housing Infill Palette.

Commissioner Matthews commented on the KidSpace Park award and the raw luncheon at Gateway for Prevention in April. He also recognized Fire Fighter Walker Cross for being the 71st firefighter in State to complete the Oklahoma Smoke Diver Challenge.

Mayor Bolt commented on the water/sewer and sanitation rate increases, school bond election, and the KidSpace Park award.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (8:07 P.M.).

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:11 P.M.).

22. 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 ACLU Letters.

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 ACLU Letters. Motion carried 7-0-0.

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

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 8:12 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 10:03 P.M. WITH ALL MEMBERS PRESENT.

23. 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 ACLU Letters.

No action taken.

24. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (10:05 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

SHAWNEE BOARD OF ADJUSTMENT

DATE: January 18, 2024

Regular meeting

The Board of Adjustment of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on January 18, 2024, at 2:30 PM, according to notice duly posted as prescribed by law.

Chair Gordon called the meeting to order at 2:30 PM. Community Development Director Rian Harkins called roll and stated a quorum was present.

The following Commissioners were present:

Present: Austin, Dyer, Gordon, Kelly

Absent: Richardson

Item 1: Approval of Minutes – Regular meeting

Consideration of the minutes from the regular meeting of October 19, 2023. Chair Gordon asked for questions or corrections to the minutes.

Board Member Dyer made a motion to **Approve** the minutes as presented, which Board Member Kelly seconded. Motion **passed 4-0-0**.

Aye: Austin, Dyer, Gordon, Kelly

Nay: None

Abstain: None

Item 2: Review and Approval of the 2024 Board of Adjustment meetings calendar.

Board Member Austin made a motion to recommend the **APPROVAL** of the 2024 Board of Adjustment meetings calendar, which Chair Gordon seconded.

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

Aye: Austin, Dyer, Gordon, Kelly

Nay: None

Abstain: None

Item 3. Case No. BOA01-24 Public hearing and consideration of a request for a variance for a reduction of the side yard setback for an accessory structure on the property located at 15504 Patterson Road.

Chair Gordon read Agenda Item 3 and asked for a staff report. City Planner, Rachel Clyne, reviewed the information on the staff report for BOA01-24 with the following information The subject property is located at 15504 Patterson Road. The property is zoned A-1 (Rural Agricultural District.) The applicants considered expanding the existing (23' x 24') accessory structure on the property. However, it is a non-conforming structure because it sits one foot (1') from the west property line. Following consultation with a building contractor, it was determined the construction of a new accessory structure would be significantly less complicated than an expansion. Due to the narrow width of the lot, the placement of the proposed accessory building would line up with the existing building on the east side. Building the proposed 18' x 24' accessory building requires a reduction of the side yard setback by five feet (5').

Planner Clyne reviewed **Oklahoma Statute 11 O.S. 44-107, Section 22-571 of the Shawnee Zoning Code** (Code), the Board of Adjustment (Board) may approve variances only after determining that certain conditions exist.

- 1) The application of the code to the particular piece of property would create an unnecessary hardship;
- 2) Such conditions are peculiar to the particular piece of property involved;

- 3) Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the code or the comprehensive plan; and
- 4) The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship.

Planner Clyne noted that *financial hardship* to the applicant is not a consideration in determining a variance request.

Relating to the four conditions for granting a variance, staff's comments were:

1. The application of the code to the subject property creates a hardship as the existing accessory structure is non-conforming and it cannot be increased in size.
2. The subject property is narrow in width ($\pm 80'$), which significantly limits the area to locate an accessory building. The existing accessory building is non-conforming. A variance to increase its size would require a variance.
3. Granting the variance would not cause substantial detriment to the public good or impair the intent and spirit of the Zoning Code and Comprehensive Plan.
4. Allowing an accessory structure to encroach on the side yard setback by five feet (5') would be the minimum necessary to alleviate the hardship if granted.

Staff recommended **Approval** by the Board of Adjustment for **BOA12-23**, a **Variance** to allow a reduction of five feet (5') in the side yard setback for the property located at 15504 Patterson Road with the following requirements acknowledged by the applicant.

- Acknowledgment by the applicant that this determination does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections may be conducted.

Options:

- Approval of Case No. BOA01-24 allows a reduction of five feet (5') in side yard for the property located at 16216 Patterson Road for the construction of an accessory building.
- Denial of the application for BOA12-23, thus rendering the subject property unbuildable.
- Deferral of Case No. BOA01-24 with a request for additional and specific information to a certain date.

The public hearing was opened. The applicant was present and available for questions. After no others came forward to speak, the public hearing was closed.

Following discussion amongst the BOA and staff, Board Member Dyer made a motion to Approve Case No. BOA01-24 with the conditions presented by staff, which Board Member Austin seconded.

The motion passed **4-0-0**.

AYE: Austin, Dyer, Gordon, Kelly

NAY: None

ABSTAIN: None

Item 4: Community Development Department Updates

Community Development Director Rian Harkins advised that the Twin Lakes Master Plan was approved at the January City Commission meeting. Harkins updated the Board on the Unified Development Code, stating that staff was merging comments on a working draft for the consultant. The goal was to provide clarification for the public by indicating the difference between the current and updated versions. Changes to zoning districts, land uses, parking reduction (cut in half), Complete Streets approach, trails, and parks with a fee-in-lieu were some changes. The Infill Palette is 90 % complete, and a final draft was anticipated by the end of the month. The plans will be on the website with a waiver required to download. Director Harkins advised that the Love Your Block (LYB) program and neighborhood revitalization with Dunbar Heights will move forward. Staff and the City will be in a supporting role. Next, Harkins discussed the Homeless Program by announcing three (3) new Vista employees would be working on housing, case management, and employment. The Homeless Resource Center continues to run on volunteers and donations. He stated

that C3 and the Homeless Roundtable, starting tonight, would be running the warming station for nights only through the weekend. Lastly, Harkins stated that budget season was beginning. Staff will be working with other departments to budget for matching grant money.

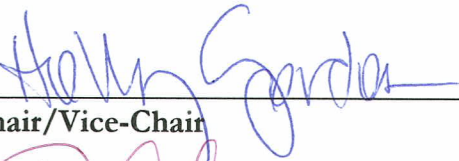
Item 5: Board Members' Comments

Chair Gordon was excited about the Infill Palette and praised the forward-thinking involved in addressing the housing shortage.

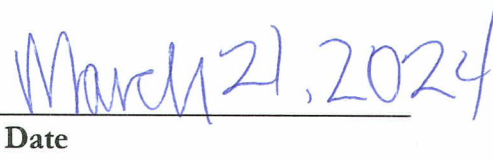
Board Member Dyer commented about parking at the mall. With a reduction of parking, new development was possible. Board Member Austin asked if the Building Code was included in the Unified Development Code (UDC) and was advised that it was not.

Item 6: Adjournment

The meeting was adjourned by the power of the Chair at 2:50 PM.



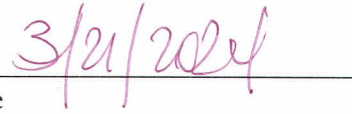
Chair/Vice-Chair



Date



Secretary/City Planner



Date

REGULAR PLANNING COMMISSION MINUTES

DATE: February 7, 2024

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on February 7, 2024, 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, Barrett, Walker

Absent: Mew-Palmer

Item 1. Approval of Minutes – Regular Meeting

Consideration of approval of the minutes from the regular meeting on December 6, 2023. Chair Reese asked for questions or corrections to the minutes.

Commissioner Walker made a motion to **Approve** the minutes as presented, which Commissioner Barrett seconded. Motion **passed 6-0-0**.

Aye: Johnson, Reese, Rowell, Walker, Porter, Barrett

Nay: None

Abstain: None

Item 2. Case Number: **CUP01-24** Public hearing and consideration of a request for a Conditional Use Permit (CUP) to operate a liquor store on the property at 523 S. Chapman Avenue.

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

The subject property is located at 523 S. Chapman Avenue and contains a vacant structure. The request is for a Conditional Use Permit (CUP) to operate a retail liquor store in the existing building. After receiving a Conditional Use Permit (CUP) in 2007, the structure previously operated as a bar. That business ceased operation more than twelve (12) months ago. The property is zoned C-3 (Highway Commercial District). In the Code, **Section 22-331. Table 22-331. Permitted uses in Commercial Zoning Districts**. The table indicates that in zoning district C-3, the use of "Beer, wine, or liquor store (off-premises consumption of alcohol)" is permitted subject to acquiring a Conditional Use Permit (CUP).

Findings:

- The subject property is located in C-3 and previously had a Conditional Use Permit to operate as a bar.
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.

Based on the review of the application and the listed Findings, staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP01-24** to locate a liquor store at 523 S. Chapman Avenue with the following conditions:

- Acknowledgment by the applicant that the Approval of a Conditional Use Permit (CUP) does not negate or circumvent the other requirements of development as stated in the City Codes, which include the Zoning Code and the adopted Building and Fire Codes.
- Acknowledgment by the applicant that additional permits may be required and standard inspections will be conducted.
- All licenses, permits, and regulations enforceable by the Oklahoma Alcoholic Beverage Laws Enforcement (ABLE) Commission shall be followed.

- Compliance with all provisions of the Oklahoma Alcoholic Beverage Control (ABC) Act.

Recommendation Options:

- Approval of Case No. CUP01-24, to locate a liquor store at 523 S. Chapman Avenue with the conditions presented by staff.
- Denial of the application for CUP01-24, thus preventing the operation of a liquor store at the subject property.
- Deferral of Case No. CUP01-24 with a request for additional and specific information to a certain date.
- Approval of Case No. CUP01-24, to locate a liquor store at 523 S. Chapman Avenue with the conditions presented by staff plus additional conditions.

Chair Reese opened the public hearing. The applicant, Jennifer Hunt, was present and provided an overview of the proposed business as a drive-through liquor store. She owns a liquor store in Pink, Oklahoma, and stated that the ABLE Commission will not measure property distance until they receive an application. However, she cannot apply until she receives the appropriate approval from the City.

Chair Reese invited anyone else who wished to speak about the application to come to the podium, sign in, and provide their name.

The following individuals voiced their opposition to CUP01-24:

Charles Bascue;
Brent McCutcheon;
Stephen Bascue;
Tyler Manzo; and
Faith Bascue.

The current owner of the subject property, Howard Smith, spoke in favor of the application.

The applicant returned to the podium and explained she was from the south side of Shawnee and wanted to help the area. She discussed policies that would be in place to prevent the sale of alcohol to individuals who were intoxicated or did not have a valid ID. Commissioner Walker asked the applicant about egress. She replied that cars would enter the property on Chapman and exit onto Farrall. With no other comments, the public hearing was closed.

Commissioner Barrett made a motion to recommend the **APPROVAL** of Case No. CUP01-24, which Commissioner Walker seconded.

Commissioner Porter began discussions by stating that the Planning Commission's purpose was not to be a "rubber stamp." He said that information was missing as it was unknown if ABLE would approve and noted the neighborhood was poor. Commissioner Johnson opined that the lack of a car should not prevent access to liquor, and she did not feel that the Planning Commission was "rubber stamping" the application. She further stated that the subject property contained a vacant building on a major roadway and that ABLE would measure distances. Commissioner Barrett noted that small businesses should be encouraged and that a closed business at the subject property doesn't help the neighborhood. Commissioner Walker stated that an occupied building was better than a vacant one. Chair Reese voiced concerns about the neighborhood's vulnerability and noted the lack of other businesses in the area. With no other discussion, Chair Reese requested a roll call.

Tie Motion **3-3-0**

Aye: Barrett, Johnson, Walker

Nay: Porter, Reese, Rowell

Abstain: None

Community Development Director Rian Harkins reminded the Commissioners of the option to recommend Deferral with a request for additional and specific information to a certain date. Chair Reese replied that the City Commission would receive a neutral recommendation.

It was noted the application would be on the agenda of the City Commission at its regular meeting on February 19, 2024, at 6:00 p.m.

Item 3. Community Development Update

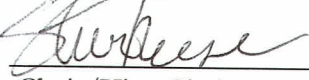
Community Development Director Harkins advised the Planning Commission that the work on the Unified Development Code (UDC) continues along with sections of the Engineering Design Standards. In the spring, the public will be asked to participate in work sessions regarding the UD. Staff will highlight areas of significant change. Next, Harkins updated the Commissioners on the Infill Housing Palette project. He stated the intent for the plans to be available on the website at the end of February 2024. He then advised that although the Love Your Block grant had expired, the City would continue working with Dunbar Heights residents behind the scenes. Lastly, Harkins summarized the recent warming station at C3 Church and noted the completion of the Point In Time (PIT) count for the unhoused population. An update once the numbers were calculated and analyzed would be forthcoming.

Item 4. Planning Commissioners' Comments

Commissioners Johnson, Porter, Reese, and Barrett commented on the importance of the upcoming bond issue and encouraged everyone to research and vote.

Item 5. Adjournment

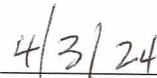
The meeting adjourned at 2:18 p.m.



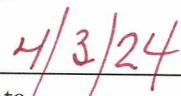
Chair/Vice-Chair



City Planner



Date



Date

**SHAWNEE BEAUTIFICATION, PARKS, AND RECREATION COMMITTEE
PROCEEDINGS**

FEBRUARY 15, 2024 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee 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, February 15, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 1:50 P.M. on February 14, 2024. Chairperson Payn presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Sherry Lankford
Vice Chairperson

Zach Foster
Committee Member

Absent
Committee Member

Sue Nelson
Committee Member

Vickie Winters
Committee Member

Absent
Commissioner/Committee Member

ABSENT: Kerri Keck and Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the January 18, 2024 regular meeting.

A motion to approve the January 18, 2024 minutes was made by Sherry Lankford. A 2nd was made by Vickie Winters. Motion carried 5-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Sue Nelson, and Zach Foster.

Nay: None

2. Consideration of approval of the Minutes from the January 23, 2024 Special Call Meeting

A motion to approve the January 23, 2024 minutes was made by Zach Foster. A 2nd was made by Sherry Lankford. Motion carried 5-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Sue Nelson, and Zach Foster.

Nay: None

3. Staff Reports

1. A Chocolate Box event was held at the Recreation Center on Valentine's Day with many participants. There was a chocolate dessert contest and many different kinds of chocolate to taste.
2. 2 new fitness classes are going well. Asking for a \$1.00 donation to help supplement grant money to pay for the instructor and or items needed for the fitness classes.
3. New fencing was added to BoyScout Park to update the exterior. Many other updates and maintenance issues were completed. New flooring in the bathroom is planned soon, as well as hopscotch and four square lines will be painted in the park.
4. A new Volunteer and Special Events Coordinator full-time position will be posted soon.
5. We are looking for summer interns.
6. Splash Hiring Event is March 9th. We hire individuals 16 years of age and older.
7. Implementing a new program for Splash called Stay At Splash. After a child aged 13–16 passes a 2-hour class on water safety and rules and the parent or legal guardian signs a contract, the child will be allowed to stay at Splash unsupervised. There will be a fee of \$10 to attend a class with multiple classes being offered, and we will be using a statewide training curriculum.
8. The Spring/Summer Recreation guide will be out around the first of March.
9. Play in the Park is ongoing, and we are excited for warm weather to better build relationships with park goers. Recreation staff goes to parks M-F 3-5 and 12-3 on Saturdays.

4. Consideration of Cemetery Pricing Schedule

The board was presented an updated pricing schedule for the cemetery, with the cemetery supervisor, Joey Young, explaining there has not been a price increase since 2009-2010. He also stated this new pricing is comparable to what other cities charge. This will assist the cemetery staff care for the cemetery and help with increased overhead costs for maintenance. A motion to recommend a new pricing schedule was made by Zach Foster. A 2nd was made by Vickie Winters. Motion carried 5-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Sue Nelson, and Zach Foster.
Nay: None

5. Consideration of Main Street flowerbed volunteer program

Sue informed the group that she had been in contact with Habitat for Humanity about possibly putting in a water system for the flowerbeds on Main Street. The group discussed how the merchants on Main Street could take care of the flowerbed located in front of their business. Discussion of a possible volunteer group to help with the maintenance of the flowerbeds, with the name of the group possibly being HUGS standing for Help Us Garden Shawnee.

6. Consideration of Veterans Lake Permit Discount

The board looked over the proposed annual fishing and boating discount for Veterans and agreed to recommend this proposed discount. A motion to recommend the discount was made by Sherry Lankford and a 2nd was made by Zach Foster. Motion carried 5-0.

Aye: Chad Payn, Sherry Lankford, Vickie Winters, Sue Nelson, and Zach Foster.

Nay: None

7. Consideration of Board Goals and Objectives

The board discussed what their mission would be and what goals they would like to achieve. They would like to possibly set up a Friends of Rec program, continue working on updating ordinances and policies for parks and recreation, and they would like to help with the Lions Club Park renovations to possibly make that park bigger and better with an eye for economic development.

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

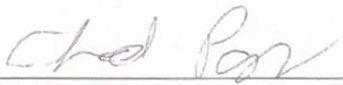
We had no citizens participation at this meeting.

9. Committee Comments

There were no committee comments other than questions about the cemetery pricing proposal and the veterans boating and fishing discounts. These questions were answered in the discussion of the items.

10. Adjournment

A motion to adjourn was made by Sherry Lankford at 5:45 p.m. A 2nd was made by Sue Nelson.


CHAD PAYN

CHAIRPERSON

ATTEST:

Jane Wright

JANE WRIGHT
SECRETARY



Entity Payment Report

03/01/2024 - 03/31/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
3/1/2024	DART PHONES	IBX CC	3085	50.00
3/1/2024	JOHN & SANDRA FANELLI	Cash	3086	15.00
3/4/2024	JOHNSON CONTROL	IBX CC	3087	75.00
3/4/2024	AIR COMFORT SOLUTIONS	IBX CC	3091	75.00
3/4/2024	ANOVA HOME, LLC	IBX CC	3089	100.00
3/4/2024	KELLY & JANITA DAVIS	Check	3088	792.00
3/4/2024	PERFECTION PLUMBING	Check	3090	100.00
3/5/2024	SPENCER CAMERON'S PLUMBING	IBX CC	3092	100.00
3/5/2024	STUFF HAPPENS PLUMBING	Cash	3093	75.00
3/5/2024	SECURITY FINANCE	Check	3094	50.00
3/5/2024	MORGAN PLUMBING	Check	3095	100.00
3/6/2024	ADVENT MECHANICAL	IBX CC	3096	100.00
3/6/2024	SUPERIOR SIGNS	IBX CC	3097	75.00
3/7/2024	AMK ELECTRIC	IBX CC	3104	100.00
3/7/2024	MORGAN ELECTRIC ENT, INC.	IBX CC	3099	75.00
3/7/2024	BUG SQUAD	IBX CC	3102	25.00
3/7/2024	JOSEFINA SOLIS	IBX CC	3098	25.00
3/7/2024	INEX	IBX CC	3103	75.00
3/7/2024	6-L MECHANICAL	Check	3100	75.00

	LLC			
3/7/2024	MICHAEL & REBEKAH WAHKINNEY	Check	3101	792.00
3/7/2024	DEREK & KARLA BAPTISTE	Cash	3105	792.00
3/8/2024	ABSOLUTE COMFORT HEAT & AIR	IBX CC	3109	100.00
3/8/2024	ARBOR TRANSPORT & CONSTRUCTION	IBX CC	3111	150.00
3/8/2024	CACTUS SERVICE PROS	IBX CC	3110	75.00
3/8/2024	SPACEK PLUMBING	IBX CC	3108	75.00
3/8/2024	WILLIE ANTWINE ELECTRIC	Cash	3106	100.00
3/8/2024	\$ - AIR COMFORT OF SO OK INC	Check	3107	75.00
3/11/2024	LARRY MITCHELL & MATHEW CASSEL	IBX CC	3114	792.00
3/11/2024	GIESBRECHT PLUMBING	IBX CC	3113	100.00
3/11/2024	CHAD & COURTNEY WARMINGTON	Check	3112	792.00
3/11/2024	INCE ELECTRIC	Cash	3115	75.00
3/12/2024	1907 ELECTRIC, LLC	IBX CC	3119	100.00
3/12/2024	AIR FORCE 1 A/C & HTG, LLC	IBX CC	3122	75.00
3/12/2024	ARRIELLES BELLES	IBX CC	3116	50.00
3/12/2024	KENNETH & RETA SPARKS	Check	3117	792.00
3/12/2024	COMPLETE PLUMBING	Check	3118	75.00
3/12/2024	ECK ELECTRIC LLC	Cash	3120	75.00
3/12/2024	PAUL'S PLACE STEAKHOUSE	Check	3121	905.00

3/13/2024	DAVID THOMPSON PLUMBING	IBX CC	3124	75.00
3/13/2024	RAWDON APRN RHEUMATOLOGY	Check	3123	50.00
3/14/2024	MIGHTY WATERS	IBX CC	3125	50.00
3/14/2024	THE GREEN DOOR	IBX CC	3128	1,500.00
3/14/2024	ANDERSON ELECTRICAL SERVICE LLC	IBX CC	3127	100.00
3/14/2024	ED & BRENDA DODEN	Check	3126	15.00
3/15/2024	GREG RODGERS ELECTRICAL SERVICE	Check	3129	75.00
3/15/2024	R CHRIS & KAY DUROY	Check	3130	792.00
3/18/2024	JIMMY BE QUICK PLUMBING	IBX CC	3133	75.00
3/18/2024	GARY'S ELECTRIC SERVICE	IBX CC	3138	75.00
3/18/2024	MAC'S PROPERTY CLEAN UP	IBX CC	3134	75.00
3/18/2024	SOLUTIONS OKLAHOMA LEGACY ELITE ELECTRIC dba SOLE ELECTRIC INC	IBX CC	3135	100.00
3/18/2024	DALMARC SIGNS	Check	3131	75.00
3/18/2024	MAZZIOS PIZZA	Check	3132	50.00
3/18/2024	RANA AH LIMITED, LLC dba SIGN WORLD OF TULSA	Check	3136	75.00
3/18/2024	JERSEY MIKES SUBS	Cash	3137	50.00
3/19/2024	ERRON MOORE	Check	3139	792.00
3/20/2024	COMFORT WAVE	IBX CC	3144	100.00
3/20/2024	MIDGARD TATTOOS LLC	IBX CC	3145	50.00
3/20/2024	KENNEDY	IBX CC	3140	75.00

	PLUMBING			
3/20/2024	GENERATOR SUPERCENTER OF OKLAHOMA	IBX CC	3141	75.00
3/20/2024	RAYMOND BURTON, RON AND MINDEE DUFFELL	Check	3142	1,867.00
3/20/2024	\$ - TRI-COUNTY AIR SOLUTIONS	Check	3143	75.00
3/21/2024	WILBOURNS HEATING AND AIR	IBX CC	3146	100.00
3/21/2024	LONG JOHN SILVERS	IBX CC	3148	50.00
3/21/2024	MICHAEL TULLY	Check	3147	15.00
3/22/2024	BRUCE JOHNSON CONSTRUCTION LLC	IBX CC	3150	75.00
3/22/2024	BRUCE JOHNSON CONSTRUCTION LLC	IBX CC	3151	75.00
3/22/2024	ARTZY FARTZY, LLC	Cash	3149	50.00
3/22/2024	AIM HEAT & AIR LLC	Check	3152	75.00
3/22/2024	DEBBIE WILSIE	Check	3153	15.00
3/22/2024	E-Z MART	Check	3154	450.00
3/22/2024	CAIN LLC HEAT & AIR	Check	3155	75.00
3/25/2024	MHG MECHANICAL	IBX CC	3156	75.00
3/25/2024	ABOVE AND BEYOND SERVICE COMPANY	IBX CC	3158	100.00
3/25/2024	HS-REAL ESTATE, INC dba THE GARAGE	IBX CC	3159	50.00
3/25/2024	JAMES H & LINDA R WILSON	Cash	3157	15.00
3/26/2024	SAFELINK	IBX CC	3165	50.00
3/26/2024	STREATER	IBX CC	3161	75.00

	DOZER AND BACKHOE SERVICE INC			
3/26/2024	RASOL ENERGY	IBX CC	3162	100.00
3/26/2024	SUPERIOR SAFEROOMS	IBX CC	3163	75.00
3/26/2024	DEPT OF VETERANS AFFAIRS	IBX CC	3160	50.00
3/26/2024	KRUSE CORPORATION	IBX CC	3166	100.00
3/26/2024	AC ELECTRICAL SERVICE	IBX CC	3167	75.00
3/26/2024	VITALIZE ELECTRICAL COMPANY LLC	Cash	3164	100.00
3/27/2024	CHILI'S GRILL & BAR	Check	3168	905.00
3/27/2024	DILL ELECTRIC	Check	3169	75.00
3/28/2024	ADVANCED CLIMATE SOLUTIONS LLC	IBX CC	3170	100.00
3/28/2024	WOLF & LINDA GUGLER	IBX CC	3172	792.00
3/28/2024	CHINA HEALTH MASSAGE CENTER	Cash	3171	50.00
3/29/2024	WAGGONER'S HEAT & AIR	IBX CC	3173	100.00
3/29/2024	CURTIS & MARTINA ROBERTS	Check	3174	792.00
				18,997.00

Total Records: 90

4/1/2024



Monthly - City Clerk

03/01/2024 - 03/31/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20240526	3/28/2024	B - Accessory Structure	1237 E WAYNE	C & H CARPORTS INC	NEW CONSTRUCTION	8,284	700	\$153.25
20240507	3/26/2024	B - Accessory Structure	16504 STEVENS RD	DAKE POST FRAME	NEW CONSTRUCTION	65,000	1,500	\$259.50
20240476	3/19/2024	B - Accessory Structure	1237 E WAYNE	SEABORN CONSTRUCTION	NEW CONSTRUCTION	0	700	\$29.50
20240447	3/13/2024	B - Accessory Structure	409 N LEO	CHRIS MCGIRT	MOVE ON	7,000	480	
20240365	3/4/2024	B - Accessory Structure	16275 WALKER RD	PAUL GOBER	ACCESSORY BUILDING	26,145	1,200	\$259.50
20240513	3/26/2024	B - Commercial - New	14013 Transportation Parkway	3DS LODGING, LLC	NEW CONSTRUCTION	125,000	63,004	\$15,755.50
20240449	3/14/2024	B - Commercial - New	14002 ACME RD	4D CONSTRUCTION, LLC	NEW CONSTRUCTION	1,500,000	10,640	
20240525	3/28/2024	B - Commercial - Remodel	501 N HARRISON	OL RUGGED CROSS REMODELING	REMODEL	8,000	1,200	\$304.50
20240464	3/18/2024	B - Commercial - Remodel	500 W UNIVERSITY	LINGO CONSTRUCTION	REMODEL	100,000	467	
20240389	3/6/2024	B - Commercial - Remodel	9 E MAIN ST	CHAD HARRIES	REMODEL	20,000	9,040	\$29.50
20240379	3/5/2024	B - Commercial - Remodel	4832 MARKETPLACE BOULEVARD SUITE 600	BUILDING INSTALLATION GROUP I, INC	INTERIOR RACKING	30,000	4,000	
20240375	3/5/2024	B - Commercial - Remodel	618 KICKAPOO SPUR	DEMSEY TEMPLETON	REMODEL	93,000	5,000	\$1,254.50

20240517	3/27/2024	B - Flood Plain	33766 CLEARPOND RD	CITY OF SHAWNEE	REPLACE EXISTING	0	0	
20240515	3/27/2024	B - Flood Plain	620 E MAIN ST	C3 CONSTRUCTION	REPLACE EXISTING	0	0	
20240446	3/13/2024	B - Residential - Mobile Home	409 N LEO	CHRIS MCGIRT	MOVE ON	15,000	1,580	
20240441	3/13/2024	B - Residential - New	1101 MAGNOLIA DR	SBZ PROPERTIES LLC	NEW CONSTRUCTION	180,000	2,149	\$1,186.16
20240427	3/11/2024	B - Residential - New	40209 WOLVERINE RD	MARK GOBER	NEW HOME	0	3,638	\$777.58
20240421	3/8/2024	B - Residential - New	203 OUTLANDER WAY	CODY LILLEY	NEW CONSTRUCTION	350,000	2,732	\$1,310.05
20240400	3/7/2024	B - Residential - New	1311 E ADA	BUILDERS INVESTMENT GROUP	NEW CONSTRUCTION	95,000	924	\$200.85
20240482	3/20/2024	B - Residential - Remodel	137 S DIXON	HUGO GOMEZ	REMODEL	40,000	936	
20240465	3/18/2024	B - Residential - Remodel	306 S PARK AVE	PAMELA KNOLES	REMODEL	0	0	\$29.50
20240429	3/11/2024	B - Residential - Remodel	1801 N BROADWAY	DYLAN GRAHAM	REMODEL / SINGLE FAMILY	250,000	2,883	\$617.08
20240411	3/7/2024	B - Residential - Remodel	544 N ELM	JORGE VELASCO	REMODEL	30,000	1,116	
20240364	3/4/2024	B - Residential - Remodel	2706 NORTHRIDGE RD	NANCY MOSS	REMODEL	25,486	0	
20240458	3/14/2024	B - Roof Redeck	705 W 39TH ST	MALLARD CONSTRUCTION	REPAIR	15,576	0	\$54.50
20240425	3/11/2024	B - Roof Redeck	125 MEADOWS LN	BRIAN COOK	REMODEL	100,000	0	\$54.50
20240502	3/25/2024	B - Solar Panels	19 TAWANA DR	TRU-FUSE SOLAR	NEW INSTALLATION	59,190	773	\$168.76
20240473	3/18/2024	B - Solar Panels	1504 BERKSHIRE PL	ANOVA HOME, LLC	NEW INSTALLATION	18,220	423	\$94.39
20240457	3/14/2024	B - Solar Panels	710 N MARKET AVE	RASOL ENERGY	NEW INSTALLATION	43,364	259	\$59.54
20240436	3/12/2024	B - Solar Panels	4104 PINE RIDGE	ANOVA HOME, LLC	NEW INSTALLATION	25,830	443	\$98.64

20240405	3/7/2024	B - Solar Panels	710 N MARKET AVE	FREEDOM FOREVER, OKLAHOMA LLC	NEW INSTALLATION	44,409	513	
20240397	3/7/2024	B - Solar Panels	1505 N MARKET	SHINE SOLAR	NEW INSTALLATION	18,810	197	\$46.36
20240382	3/6/2024	B - Solar Panels	1504 BERKSHIRE PL	ION DEVELOPER LLC	NEW INSTALLATION	14,246	362	\$81.43
20240370	3/4/2024	B - Solar Panels	1474 E 45TH	ANOVA HOME, LLC	NEW INSTALLATION	22,140	380	\$85.25
20240368	3/4/2024	B - Solar Panels	27 ARAPAHO	ANOVA HOME, LLC	NEW INSTALLATION	17,704	338	\$76.33
20240361	3/1/2024	B - Solar Panels	2002 N TUCKER AVE	ION DEVELOPER LLC	NEW INSTALLATION	44,100	320	\$72.50
20240532	3/29/2024	B - Storm Shelter	4421 LILLY VALLEY	FLATSAFE	STORM SHELTER	0	0	\$29.50
20240530	3/28/2024	B - Storm Shelter	1709 REGENCY CT	GROUND ZERO SHELTERS	ABOVE GROUND SHELTER	0	0	\$29.50
20240524	3/28/2024	B - Storm Shelter	1204 MUIRFIELD DR	GROUND ZERO SHELTERS, CO	NEW INSTALLATION	3,695	24	\$29.50
20240521	3/27/2024	B - Storm Shelter	1902 N PHILADELPHIA AVE	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	0	0	\$29.50
20240519	3/27/2024	B - Storm Shelter	3917 N POTTENGER	SUPERIOR SAFE ROOMS	STORM SHELTER	0	0	\$29.50
20240512	3/26/2024	B - Storm Shelter	328 W 36TH	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	4,000	48	\$29.50
20240483	3/20/2024	B - Storm Shelter	2110 N UNION AVE	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	0	0	\$29.50
20240463	3/18/2024	B - Storm Shelter	4 ROCK HOLLOW RD	storm safe shelters	NEW INSTALLATION	0	0	\$29.50
20240462	3/18/2024	B - Storm Shelter	4304 N AYDELOTTE AVE	STORM SAFE SHELTERS	INGROUND	0	0	\$29.50
20240456	3/14/2024	B - Storm Shelter	4815 DANA DR	GROUND ZERO SHELTERS, CO	NEW INSTALLATION	2,995	32	\$29.50
20240439	3/12/2024	B - Storm Shelter	104 SAINT JOHN RD	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	0	0	\$29.50
20240430	3/11/2024	B - Storm Shelter	2 LAKEVIEW CIR	STREATER DOZER AND BACKHOE SERVICE INC	STORM SHELTER	0	48	\$29.50
20240399	3/7/2024	B - Storm Shelter	1204 N MARKET	GROUND ZERO SHELTERS	NEW INSTALLATION	3,500	32	
20240531	3/29/2024	E - Electrical	40591	FULL SPEED	NEW 320 AMP	0	0	\$104.50

			WOLVERINE RD	ELECTRIC	SERVICE			
20240514	3/26/2024	E - Electrical	306 S PARK AVE	VITALIZE ELECTRIC COMPANY LLC	REPLACE EXISTING	0	0	\$54.50
20240505	3/26/2024	E - Electrical	1836 N KICKAPOO AVE	FULL SPEED ELECTRIC	REPAIR SERVICE	0	0	\$54.50
20240503	3/25/2024	E - Electrical	19 TAWANA DR	TRU-FUSE SOLAR	NEW INSTALLATION	59,190	773	\$54.50
20240474	3/18/2024	E - Electrical	1504 BERKSHIRE PL	ANOVA HOME, LLC	NEW INSTALLATION	0	0	\$54.50
20240472	3/18/2024	E - Electrical	15225 SOUTH SCHOOL RD	GARY'S ELECTRIC SERVICES LLC	NEW INSTALLATION	0	0	\$54.50
20240470	3/18/2024	E - Electrical	500 W UNIVERSITY	SOLUTIONS OKLAHOMA LEGACY ELITE ELECTRIC INC dba SOLE ELECTRIC INC	NEW INSTALLATION	0	0	\$54.50
20240461	3/18/2024	E - Electrical	710 N MARKET AVE	RASOL ENERGY	NEW INSTALLATION	0	0	\$54.50
20240459	3/15/2024	E - Electrical	803 N MCKINLEY	Bryan Tomlinson	ELECTRICAL SERVICE	1,000	0	\$54.50
20240452	3/14/2024	E - Electrical	403 N MCKINLEY	ANDERSON ELECTRICAL SERVICE LLC	REMODEL	0	0	\$54.50
20240451	3/14/2024	E - Electrical	1329 N HARRISON ST	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20240437	3/12/2024	E - Electrical	4104 PINE RIDGE	ANOVA HOME, LLC	NEW INSTALLATION	0	0	\$54.50
20240435	3/12/2024	E - Electrical	4411 BISON RD	1907 ELECTRIC	UPGRADE	0	0	\$54.50
20240434	3/12/2024	E - Electrical	4832 MARKETPLACE BOULEVARD SUITE 200	PATRICKS ELECTRIC	400 AMP / MISC WIRING	0	0	\$154.50
20240422	3/8/2024	E - Electrical	941 N UNION	DURANGO ELECTRIC LLC	MISCELLANEOUS	0	0	\$54.50
20240416	3/8/2024	E - Electrical	721 N UNION AVE	WILLIE ANTWINE ELECTRIC	REPLACE	0	0	\$54.50
20240415	3/8/2024	E - Electrical	505 W SARATOGA	AMERICAN AIR CONDITIONING AND HEATING	MOVE ON BUILDING / SNOcone STAND	0	0	\$104.50
20240414	3/8/2024	E - Electrical	16602	AMK ELECTRIC.	REMODEL	0	0	\$104.50

			ARCHERY RANGE RD	LLC				
20240413	3/8/2024	E - Electrical	31814 WESTLAKE RD	MORGAN ELECTRIC ENTERPRISES, INC	NEW CONSTRUCTION	0	0	\$104.50
20240412	3/7/2024	E - Electrical	201 N OKLAHOMA AVE	SHAWNEE ELECTRIC	BCW	0	0	\$54.50
20240406	3/7/2024	E - Electrical	710 N MARKET AVE	FREEDOM FOREVER, OKLAHOMA LLC	NEW INSTALLATION	0	0	
20240398	3/7/2024	E - Electrical	1505 N MARKET	SHINE SOLAR	NEW INSTALLATION	0	0	\$54.50
20240396	3/6/2024	E - Electrical	117 S CENTER	Eropkin Audio LLC	REMODEL	1,500	0	\$54.50
20240395	3/6/2024	E - Electrical	119 S CENTER	Eropkin Audio LLC	REMODEL	1,500	0	\$54.50
20240383	3/6/2024	E - Electrical	1504 BERKSHIRE PL	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240380	3/5/2024	E - Electrical	35 E 34TH	GENERATOR SUPERCENTER	NEW INSTALLATION	0	0	\$54.50
20240377	3/5/2024	E - Electrical	2240 N POTTENGER AVE	H&H ELECTRIC	SERVICE AFTER TORNADO	0	0	\$54.50
20240372	3/4/2024	E - Electrical	418 N SHAWNEE OK	BLISS ELECTRIC, INC	PERMIT TAKEOVER	0	0	\$54.50
20240371	3/4/2024	E - Electrical	1474 E 45TH	ANOVA HOME, LLC	NEW INSTALLATION	0	0	\$54.50
20240369	3/4/2024	E - Electrical	27 ARAPAHO	ANOVA HOME, LLC	NEW INSTALLATION	0	0	\$54.50
20240362	3/1/2024	E - Electrical	2002 N TUCKER AVE	ION DEVELOPER LLC	NEW INSTALLATION	0	0	\$54.50
20240481	3/20/2024	F - Burn	42400 GARRETTS LAKE RD 210	TERRY MARTIN	BURN PERMIT	0	0	\$29.50
20240440	3/12/2024	F - Burn	33909 LAKE RD	GERALD LINDA NOWLIN	BURN PERMIT	0	0	\$29.50
20240384	3/6/2024	F - Burn	N KICKAPOO & GARRETT LAKE RD	DACE DOCKREY	BURN PERMIT	0	0	\$29.50
20240376	3/5/2024	F - Burn	321 S MCKINLEY	PHIL BRANNON	BURN PERMIT	0	0	\$29.50
20240471	3/18/2024	F - Fire Alarm / Smoke Control	323 W 9TH ST	CENTRAL SYSTEMS	FIRE ALARM	0	5,762	\$219.74

		System						
20240423	3/11/2024	F - Fire Alarm / Smoke Control System	1830 N BEARD AVE	FIRETROL PROTECTION SYSTEMS, INC	NEW INSTALLATION	55,705	21,721	\$538.92
20240438	3/12/2024	F - Hood Suppression System	4010 N KICKAPOO SUITE 4	ACCURATE FIRE EQUIPMENT CO	NEW INSTALLATION	0	0	\$104.50
20240534	3/29/2024	M - Mechanical	32 ARAPAHO	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20240520	3/27/2024	M - Mechanical	1226 W WHEELER	LUCKY DAY HVAC	CHANGE OUT	0	0	\$64.50
20240509	3/26/2024	M - Mechanical	16712 MAGNINO RD	SPARKS HVAC, INC	NEW INSTALLATION	0	0	\$54.50
20240504	3/25/2024	M - Mechanical	831 N MCKINLEY	ABOVE AND BEYOND SERVICE COMPANY	CHANGE OUT	0	0	\$54.50
20240501	3/25/2024	M - Mechanical	505 N ROOSEVELT	LUCKY DAY HVAC	3 TON CHANGE OUT	0	0	\$64.50
20240500	3/25/2024	M - Mechanical	119 S CENTER	LUCKY DAY HVAC	FINISH OUT	0	0	\$54.50
20240499	3/25/2024	M - Mechanical	117 S CENTER	LUCKY DAY HVAC	FINISH OUT	0	0	\$54.50
20240497	3/25/2024	M - Mechanical	544 N ELM	MHG HEAT & AIR	NEW INSTALLATION	0	0	\$74.50
20240496	3/22/2024	M - Mechanical	126 MEADOWS LN	CAIN LLC HEATING & AIR	REMODEL	0	0	\$54.50
20240492	3/22/2024	M - Mechanical	31814 WESTLAKE RD	AIR FORCE 1 A/C & HTG LLC	NEW INSTALLATION	0	0	\$54.50
20240486	3/21/2024	M - Mechanical	217 S DIXON	WILBOURN'S HEATING AND AIR	NEW INSTALLATION	0	0	\$54.50
20240478	3/19/2024	M - Mechanical	27 KIOWA	COMFORT WAVE	CHANGE OUT	0	0	\$64.50
20240442	3/13/2024	M - Mechanical	209 S PHILADELPHIA	TORNADO HEATING AND AIR LLC	NEW INSTALL	0	0	\$84.50
20240433	3/12/2024	M - Mechanical	4832 MARKETPLACE BOULEVARD SUITE 200	PATRICKS ELECTRIC		0	0	\$604.50
20240431	3/12/2024	M - Mechanical	306 N EASTERN	AIR FORCE 1 A/C & HTG LLC	CHANGE OUT	0	0	\$64.50
20240419	3/8/2024	M - Mechanical	1315 E WHITTAKER	ABSOLUTE COMFORT HEAT	instal new svstem	0	0	\$54.50

				AND AIR				
20240402	3/7/2024	M - Mechanical	323 W 9TH ST	6 - L MECHANICAL LLC	20 TON SYSTEM	0	0	\$404.50
20240391	3/6/2024	M - Mechanical	2207 N MCKINLEY	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$54.50
20240390	3/6/2024	M - Mechanical	318 W MACARTHUR	AC DOCTORS	DUCT WORK	0	0	\$54.50
20240387	3/6/2024	M - Mechanical	1309 E ALICE	ADVENT	CHANGE OUT	0	0	\$64.50
20240491	3/22/2024	O - Curb Cut, Driveway and Sidewalk	311 S OSAGE	A1 QUALITY SERVICES	REPLACE EXISTING	0	0	\$50.00
20240529	3/28/2024	O - Demolition and Moving	218 W OAKLAND	WADES SERVICES	DEMOLITION	0	0	
20240528	3/28/2024	O - Demolition and Moving	323 S PARK	WADES SERVICES	DEMOLITION	0	0	\$50.00
20240498	3/25/2024	O - Demolition and Moving	40209 WOLVERINE RD	MARK GOBER	DEMOLITION	0	0	\$50.00
20240484	3/20/2024	O - Demolition and Moving	715 N KICKAPOO AVE	MCKEY'S BOBCAT SERVICE	DEMOLITION	0	0	
20240469	3/18/2024	O - Demolition and Moving	823 N PENNSYLVANIA AVE	MAC'S PROPERTY CLEAN UP	DEMOLITION - SHED	0	0	\$50.00
20240392	3/6/2024	O - Demolition and Moving	701 S HART	MEIER AND SON DEMOLITION LLC	DEMOLITION	0	0	\$50.00
20240386	3/6/2024	O - Demolition and Moving	647 N CLEVELAND	ARBOR TRANSPORT AND CONST INC	DEMOLITION	0	0	\$50.00
20240385	3/6/2024	O - Demolition and Moving	649 N CLEVELAND	ARBOR TRANSPORT AND CONST INC	DEMOLITION	0	0	\$50.00
20240381	3/6/2024	O - Demolition and Moving	1224 E MAIN	ARBOR TRANSPORT AND CONST INC	DEMOLITION	0	0	\$50.00
20240450	3/14/2024	O - Land Disturbance	14002 ACME RD	4D CONSTRUCTION, LLC	NEW CONSTRUCTION	0	0	
20240527	3/28/2024	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	

20240522	3/28/2024	O - Paving Cut and Boring	6208 HIDEAWAY RD	TSU 1	ROAD BORE	0	0	
20240516	3/27/2024	O - Paving Cut and Boring	1131 E WALNUT STE 1	ACOCK CLIMATE CONTROL	ROAD BORE	0	0	\$60.00
20240508	3/26/2024	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20240490	3/22/2024	O - Paving Cut and Boring	411 E MAIN	CODE RED UNDERGROUND	ROAD BORE	0	0	
20240489	3/22/2024	O - Paving Cut and Boring	130 N LOUISA	CODE RED UNDERGROUND	ROAD BORE	0	0	
20240488	3/21/2024	O - Paving Cut and Boring		BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20240487	3/21/2024	O - Paving Cut and Boring		B&H CONSTRUCTION	DEWEY & BEARD EAST TO HOBSON & SOUTH TO RIDGEWOOD	0	0	
20240485	3/21/2024	O - Paving Cut and Boring	602 N BEARD	B&H CONSTRUCTION	STREETCUT	0	0	
20240479	3/20/2024	O - Paving Cut and Boring	1407 LEXI DR	TSU 1	ROAD BORE	0	0	
20240475	3/19/2024	O - Paving Cut and Boring	101 W MAIN ST	VYVE BROADBAND	ROAD BORE	0	0	
20240424	3/11/2024	O - Paving Cut and Boring	411 E MAIN	CODE RED	ROAD BORE	0	0	
20240409	3/7/2024	O - Paving Cut and Boring	8032 INDUSTRIAL DR	COMMERCIAL CONSTRUCTION SERVICES LLC	WATER TAP	0	0	\$60.00
20240407	3/7/2024	O - Paving Cut and Boring	121 W 45TH ST	CODE RED UNDERGROUND	ROAD BORE	0	0	
20240373	3/4/2024	O - Paving Cut and Boring	8071 INDUSTRIAL WAY	SAGEMILL CONSTRUCTION	CURB CUT	0	0	
20240511	3/26/2024	O - Sign	1005 N KICKAPOO AVE	SIGNS AND WONDERS LLC	REPLACE EXISTIN	5,000	165	\$50.00
20240510	3/26/2024	O - Sign	1005 N KICKAPOO AVE	SIGNS AND WONDERS LLC	REPLACE EXISTIN	4,000	44	\$50.00

20240495	3/22/2024	O - Sign	4901 N KICKAPOO - #1490	COMMUNITY ART GALLERY	TEMPORARY SIGN	0	0	\$50.00
20240494	3/22/2024	O - Sign	2506 N HARRISON AVE	G&S SIGN SERVICES, LLC1634 SE 23RD ST	NEW INSTALLATION	5,000	32	\$50.00
20240448	3/14/2024	O - Sign	1602 N HARRISON AVE	SIGNS & WONDERS, LLC	PYLON	3,500	159	\$50.00
20240443	3/13/2024	O - Sign	2810 N KICKAPOO	YEARWOOD DESIGN WORKS	NEW INSTALLATION	3,900	28	\$50.00
20240418	3/8/2024	O - Sign	3306 N KICKAPOO SUITE 200	SIGN FACTORY LLC	EXISTING POLE SIGN REPLACE	44,820	40	
20240417	3/8/2024	O - Sign	1607 N HARRISON	SIGN FACTORY LLC	PERMANENT WALL SIGN	6,500	30	\$50.00
20240410	3/7/2024	O - Sign	121 W 45TH ST	INFORMATION EXCHANGE NETWORK, INC	NEW INSTALLATION	48,000	55	\$50.00
20240374	3/6/2024	O - Sign	3831 N KICKAPOO AVE	SIGNS & WONDERS, LLC	NEW INSTALLATION	9,275	78	\$50.00
20240363	3/5/2024	O - Sign	4010 N KICKAPOO	SUPERIOR SIGNS	NEW INSTALLATION - MAZZIO'S	0	0	\$100.00
20240535	3/29/2024	P - Plumbing	523 N TUCKER	JIMMY'S PLUMBING	GAS LINE	0	0	\$54.50
20240533	3/29/2024	P - Plumbing	910 N SHAWNEE ST	WAGGONERS HEAT & AIR	REPLACE EXISTING APT #11	0	0	\$54.50
20240523	3/28/2024	P - Plumbing	1204 E BRADLEY	DALE'S PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240518	3/27/2024	P - Plumbing	1226 W WHEELER	STANFIELD PLUMBING		0	0	\$54.50
20240506	3/26/2024	P - Plumbing	921 JEFFERSON PL	ALL ABOUT PLUMBING	REPIPE	0	0	\$54.50
20240477	3/19/2024	P - Plumbing	31814 WESTLAKE RD	DAVID THOMPSON PLUMBING	ACCESSORY BUILDING	0	0	\$54.50
20240468	3/18/2024	P - Plumbing	11 CEDAR CREEK DR	BRANDON'S PLUMBING	GAS METER REHANG	0	0	
20240467	3/18/2024	P - Plumbing	911 OVERLAND CT	BRANDON'S PLUMBING	GAS METER REHANG	0	0	
20240466	3/18/2024	P - Plumbing	17 E EMMETT	JIMMY B QUICK PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240455	3/14/2024	P - Plumbing	119 S CENTER	HOGUE'S HOMETOWN PLUMBING LLC	MISCELLANEOUS	0	0	\$54.50

20240454	3/14/2024	P - Plumbing	117 S CENTER	HOGUE'S HOMETOWN PLUMBING LLC	MISCELLANEOUS	0	0	\$54.50
20240453	3/14/2024	P - Plumbing	505 W SARATOGA	HOGUE'S HOMETOWN PLUMBING LLC	MISCELLANEOUS	0	0	\$54.50
20240445	3/13/2024	P - Plumbing	601 N BEARD	LIMM'S PLUMBING, LLC	GAS LINE EXTENSION	0	0	\$54.50
20240432	3/12/2024	P - Plumbing	3040 N TUCKER AVE	DALES PLUMBING	WATER SERVICE	0	0	\$379.50
20240428	3/11/2024	P - Plumbing	21 BELLA VISTA LN	MOORE WATER TREATMENT	NEW INSTALLATION	0	0	\$54.50
20240426	3/11/2024	P - Plumbing	318 W MACARTHUR	PERSONAL PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240420	3/8/2024	P - Plumbing	126 MEADOWS LN	CACTUS SERVICE PROS	REMODEL	0	0	\$54.50
20240408	3/7/2024	P - Plumbing	8032 INDUSTRIAL DR	COMMERCIAL CONSTRUCTION SERVICES LLC	WATER TAP	0	0	\$504.50
20240401	3/7/2024	P - Plumbing	941 N UNION	EMI	REMODEL	0	0	\$54.50
20240394	3/11/2024	P - Plumbing	4104 PINE RIDGE	WEST SHORE HOME LLC	REMODEL	0	0	\$54.50
20240393	3/11/2024	P - Plumbing	2110 N DOROTHY AVE	DALE'S PLUMBING	REPLACE EXISTING	0	0	
20240388	3/6/2024	P - Plumbing	2202 N BONITA AVE	MCCONNEL PLUMBING	WATER METER SET	0	0	\$54.50
20240378	3/5/2024	P - Plumbing	806 N UNION	MORGAN PLUMBING	GAS LINE	0	0	\$54.50
20240367	3/4/2024	P - Plumbing	316 S LINDALE AVE	PERFECTION PLUMBING	WATER LINE	0	0	\$54.50
20240366	3/4/2024	P - Plumbing	1914 E CHANDLER DR	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20240360	3/1/2024	P - Plumbing	19 QUAIL RIDGE	COMPLETE PLUMBING	SWIMMING POOL	0	0	\$54.50
20240404	3/7/2024	PC - Deed Approval	E FRANKLIN	TERRY WEBB	DEED APPROVAL	0	0	\$50.00
20240349	3/6/2024	PC - Deed Approval	19 E DEXTER	ACOCK PROPERTIES	DEED APPROVAL	0	0	
20240493	3/22/2024	PC - Lot Split	20 NIX ALLEN LN	GLENNA MCELHANY & KATHY CHILDERS	LOT SPLIT	0	0	\$75.00
20240403	3/7/2024	PC - Lot Split	E FRANKLIN	TERRY WEBB	LOT SPLIT	0	0	\$75.00
20240444	3/13/2024	PC - Plat - Preliminary		CITY OF SHAWNEE	PRELIMIARY PLAT	0	0	
								\$31,717.83



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

Date: April 15, 2024
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: FY2024 Contingency Use Report

Background: Per the Budgeting and Financial Planning Policies adopted by the City of Shawnee Board of Commissioners on March 7, 2022, City operating funds should maintain a Contingency Reserve of two percent of the fund's budgeted expenditures. The policy also states that the reserve appropriation may be transferred within legal and procedural limitations on transfers, and any drawdown of the reserves be reported to the City Commission. Below is the use of contingency to date for Fiscal Year 2024.

General Fund

Beginning Contingency Balance 596,000

Drawdowns

Date	Purpose	Amount
2/29/2024	Tractor repairs in Parks Dept	11,230
3/27/2024	Operational needs in Streets	65,500
3/27/2024	Operational needs in Traffic	40,500
3/27/2024	Operational needs in Parks	39,000
3/27/2024	Operational needs in Cemetery	6,500
3/27/2024	Operational needs in Recreation	10,850
3/27/2024	Operational needs in Building Maintenance	21,500
3/29/2024	Vehicle Repairs for Fire Dept	15,000
Total Drawdowns		210,080
Ending Contingency Balance		<u>385,920</u>

Note: Operational needs above include repairs and maintenance for vehicles, buildings, and equipment which have come in higher than the historical trends. Also, increased fuel and general materials and supplies costs over the prior year.

Shawnee Airport Authority

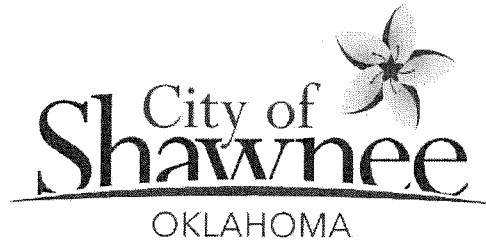
Beginning Contingency Balance	42,000
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Drawdowns

Date	Purpose	Amount
7/25/2023	Equipment Rental for tornado response	6,000

Total Drawdowns	6,000
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Ending Contingency Balance	<u>36,000</u>
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222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

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

Date: 3.20.24	License No.: 6337
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	4.15.2024
Property Address	16624 Stevens Rd #B
Lake Site Location	Johnston Tract, Lot 13B
Lease Dates	4.15.2024 – 4.14.2054
Lease Fee	\$792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Raymond Burton, Ron and Mindee Duffell
Address	16624 & 16626 Stevens Rd, Shawnee, OK 74801
Email	<u>Rayburton1@yahoo.com; ronduffell@me.com</u>
Phone	405.765.2299 / 405.585.3929
Current Lessee (Transfer From)	
Name(s)	Raymond Burton
Address	16626 Stevens Rd, Shawnee, OK 74801
Email	<u>Rayburton1@yahoo.com</u>
Phone	405.765.2299
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	2.28.2018
Miscellaneous Comments	Lease fee \$792.00 Transfer Fee \$1000.00 Inspection Fee \$75.00
Fees Collected	\$1867.00 Ck 3385 & 1731614 – R# 3142



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 #6337 **TRACT NAME** Johnston **LOT #**13B

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 04/15/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RAYMOND BURTON, RON AND MINDEE DUFFELL,
16624 STEVENS ROAD #B
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$792.00 dollars for 2024, 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:

16624 STEVENS ROAD #B

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: _____

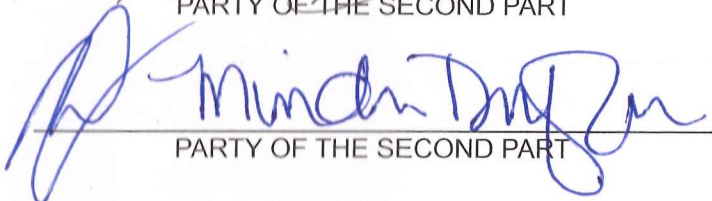
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Committee Status
Date: Tuesday, April 9, 2024 11:53:35 AM

From: Mindy Mew-Palmer
Sent: Thursday, March 28, 2024 10:17 AM
To: Rian Harkins Rachel Clyne
Subject: [EXTERNAL EMAIL]Committee Status

"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."

Good Morning Rian,

I hope you are having a great week.

I'm so sorry to just kind of spring this on you but I have to resign from the Planning Commission effective immediately. [REDACTED]

I do hope to rejoin the commission in the future and I look forward to seeing the continued progress that is going on in the community I am so passionate about.

Please, let me know if there is anything else you need from me or if I need to additionally email anyone else.

Again, I hate having to do this and my apologies for the short notice but hopefully filling the vacancy will be quick work.

Regards,
Mindy Mew-Palmer
Sr. Regional Marketing Manager
Mid-South



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: Jamie Hembree Application Date: 4/4/2024
Address: 2000 N Broadway Ave Date of Birth: 05/09/1990
Mailing Address: 2000 N Broadway Ave., Shawnee OK 74804
Daytime Phone: 405-802-3294 Email: jamielahembree@gmail.com
Profession: Facility Integrity Engineer
Business Name: OneOK
Business Address: 100 W 5th St, Tulsa, OK 74103
Business Phone: (918) 588-7000 Email: jamie.hembree@oneok.com

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

How many years have you lived in Shawnee? 6

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

If so, please list the board/committee/commission: _____

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

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

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

I am willing to use my technical and project management background however I can to help with continuing improvement in our community.

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 13 years of engineering and project management background in Oil and Gas in addition to our entrepreneurial efforts in downtown Shawnee.

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

Girl Scouts of Western Oklahoma (Troop Leader), CarePortal (Community Point Person/Connecting Church Leader), Heritage Church (Volunteer).

List education, including degree(s) earned:

BS Mechanical Engineering, BS Aerospace Engineering, Masters of Business Administration

Have you ever served on a City-appointed board/committee/commission before? No

If so, which ones and for how long did you serve?

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
Cami Engles	Peer	405-312-6151
Stephen Arnaud	Colleague (Manager)	918-574-7177
Faith & Britton Buss	Church Staff Colleague	405-585-7016

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 Jamie Hembree

Date 4/4/2024

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

Send completed application to:

City of Shawnee, Attn: City Clerk, PO Box 1448, Shawnee, OK 74802 or CityClerk@shawneeok.org



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

Date: April 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acceptance of Belmont Park Addition Phase II public improvements and placing the Maintenance Bonds into effect.

Background: The public improvements associated with the Belmont Park Addition Phase II have been completed and are ready to be accepted by the City. The water and sewer improvements are located north of MacArthur just east of Acme Road. As required, the developer paid 100% of the construction costs.

The improvements were installed and inspected to the City of Shawnee specifications. The utilities passed all required testing and are now ready for acceptance. The acceptance of the improvements by the City Commission will place the maintenance bond into effect.

Financial Impact: N/A

Attachments: Belmont Bond Public Sewer Line, Belmont Bond Public Water Line

Staff Recommendation: Acceptance of the improvements

OLD REPUBLIC SURETY COMPANY

MAINTENANCE BOND

Bond Number LFB1157104

KNOW ALL PERSONS BY THESE PRESENTS:

That, J BENTLEY INC
3117 N SOONER #150, EDMOND, OK 73034 as Principal,
and OLD REPUBLIC SURETY COMPANY, a corporation
organized under the laws of the State of WISCONSIN and authorized to do a surety
business in the State of OKLAHOMA, as Surety, are held and firmly bound unto
the CITY OF SHAWNEE, as Obligee
in the sum of ONE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100—
(\$ 132,925.00), lawful money of the United States of America, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

SEALED with our seals and dated 14TH day of MARCH, 2024.

WHEREAS, on the 8th day of March, 2024, the said principal as contractor,
entered into a contract for:

Public Sanitary Sewer Line to Serve Belmont Park Phase 2

for the sum of ONE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100—
(\$ 132,925.00); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in
the amount of ONE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100—
(\$ 132,925.00), to protect the obligee against the result of faulty materials or workmanship for a period
of 2 year(s) from and after the date of completion and acceptance of same, namely, until 14TH day
of MARCH, 2026.

Now, THEREFORE, if the said principal shall for a period of 2 year from and after the date of the
completion and acceptance of same by said obligee replace any and all defects arising in said work whether
resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to
remain in full force and effect.

- * 1st Year at 100% of contract price
- * 2nd Year at 10% of contract price

J BENTLEY INC Principal
By [Signature]
OLD REPUBLIC SURETY COMPANY Surety
By Teresa Segovia Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TERESA SEGOVIA, CELIA MARTINEZ, OF ARLINGTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 15TH day of FEBRUARY, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 15TH day of FEBRUARY, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 14th day of March, 2024.



Karen J. Haffner

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

OLD REPUBLIC SURETY COMPANY

MAINTENANCE BOND

Bond Number LFB1157105

KNOW ALL PERSONS BY THESE PRESENTS:

That, J BENTLEY INC
3117 N SOONER #150, EDMOND, OK 73034 as Principal,
and OLD REPUBLIC SURETY COMPANY, a corporation
organized under the laws of the State of WISCONSIN and authorized to do a surety
business in the State of OKLAHOMA, as Surety, are held and firmly bound unto
the CITY OF SHAWNEE, as Oblige
in the sum of NINETY THREE THOUSAND SIXTY AND NO/100—
(\$ 93,060.00), lawful money of the United States of America, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents:

SEALED with our seals and dated 14TH day of MARCH, 2024.

WHEREAS, on the 8th day of March, 2024, the said principal as contractor,
entered into a contract for:

Public Waterline to serve Belmont Park Phase 2

for the sum of NINETY THREE THOUSAND SIXTY AND NO/100—
(\$ 93,060.00); and,

WHEREAS, under the terms of the specifications for said work, the said principal is required to give a bond in
the amount of NINETY THREE THOUSAND SIXTY AND NO/100
(\$ 93,060.00), to protect the obligee against the result of faulty materials or workmanship for a period
of 2 year(s) from and after the date of completion and acceptance of same, namely, until 14TH day
of MARCH, 2026.

Now, THEREFORE, if the said principal shall for a period of 2 year from and after the date of the
completion and acceptance of same by said obligee replace any and all defects arising in said work whether
resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to
remain in full force and effect.

- * 1st Year at 100% of contract price
- * 2nd Year at 10% of contract price

J BENTLEY INC

Principal

By

OLD REPUBLIC SURETY COMPANY

Surety

By

Teresa Segovia

Attorney-in-Fact



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

TERESA SEGOVIA, OF ARLINGTON, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of MARCH, 2023.

Karen J. Haffner

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of MARCH, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 14th day of March, 2024.



Karen J. Haffner

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
ATTN: SHAWN DAVIS
RIGHT-OF-WAY AGENT
PO BOX 742
Meeker, OK 74855

Work Order #7718132

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT **City of Shawnee**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **Pottawatomie** County, State of Oklahoma, and is described as follows:

An Easement in the Southeast Quarter (SE1/4) of Section (19), Township (10) North, Range (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. Said easement being Ten (10) feet in width, Five (5.00) feet each side of a centerline described in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and hereby made part of this easement.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2024

City of Shawnee

Mayor: Ed Bolt _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____ SS;
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2024,
personally appeared **Ed Bolt** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as
its **Mayor** and acknowledged to me that he executed the same as his free and voluntary act and deed of such **City**, for the uses and purposes therein
set forth.

My Commission Expires: _____

Commission # _____

Notary Public

EXHIBIT "A"

OG&E EASEMENT

An Easement in the Southeast Quarter (SE1/4) of Section Nineteen (19), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, **written by Timothy G. Pollard, PLS 1474, on March 21, 2024. Bearings are Based on an arbitrary bearing of S89°44'23"E on the South Line of said SE1/4** and as shown on attached **Easement Sketch**, said easement further described as: being Ten (10) feet in width, Five (5.00) each side of a centerline described as:

COMMENCING at the Southeast corner of the SE1/4;

Thence N89°44'23"W, along the South line of the SE1/4 for a distance of 597.93 feet to the **POINT OF BEGINNING**;

Thence N65°49'19"W, on said centerline for a distance of 47.38 feet to the **POINT OF TERMINATION**.

EXHIBIT "B"

EASEMENT SKETCH

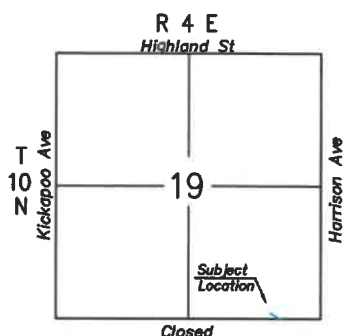
Note: Bearings Are Based On An Arbitrary Bearing Of N89°44'23"W, Between Existing Monuments On The South Line Of The SE1/4 Section 19, T10N, R4E, I.M. Pottawatomie Oklahoma.

(●) – Indicates Existing 1/2" Iron Pin Or Monument as Noted.

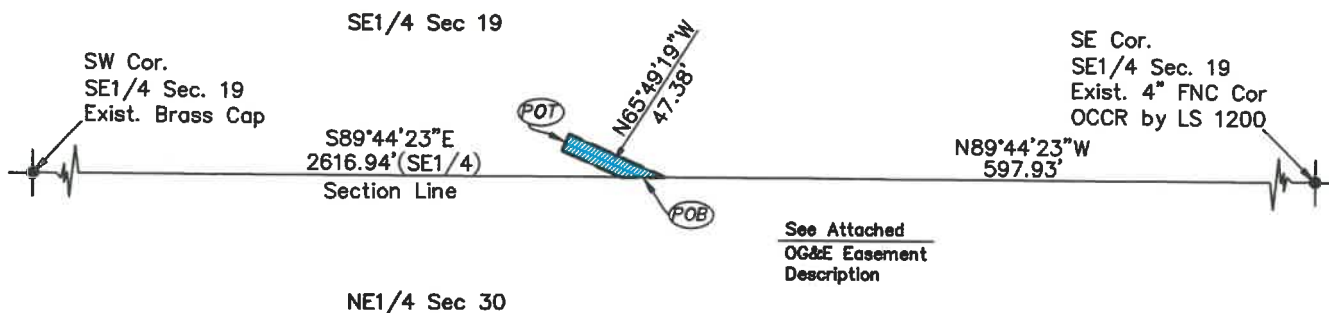
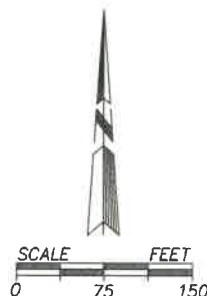
(OCCR) – Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: March 21, 2024



LOCATION MAP



OKLAHOMA GAS AND ELECTRIC COMPANY			
POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-25 405-366-0001		OG&E EASEMENT SKETCH WO# 7718132 SE1/4 SECTION 19, T10N, R4E, I.M. POTTAWATOMIE COUNTY, OKLAHOMA	
DRAWN BY: E. THOMAS DATE: March 21, 2024		REVISIONS:	
APPROVED BY: D. MEEKS DATE: March 21, 2024		FILE #: 30-10N4E.ASC DATE: March 21, 2024	
		SCALE: 1" = 150'	
		SHEET 1 OF 1	

AFTER RECORDING RETURN TO:
OGE ELECTRIC SERVICES
ATTN: SHAWN DAVIS
RIGHT-OF-WAY AGENT
PO BOX 742
Meeker, OK 74855

Work Order #7718132

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT **City of Shawnee**, Grantor, in consideration of the sum of Ten or more dollars in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby grant and warrant unto **OKLAHOMA GAS AND ELECTRIC COMPANY**, an Oklahoma corporation, Grantee, its successors and assigns, the right, privilege and authority to enter upon and install, erect, construct, operate, maintain, and reconstruct underground and/or above ground a system of poles, anchors, guy wires, conduits, wires, cables, vaults, junction boxes, switches, fuses, transformers, service connection boxes and other fixtures for the transmission and distribution of electrical current and communication messages, including the right of ingress and egress to and from said system across adjoining lands of Grantor, together with the authority to cut down, control the growth of, or trim and keep trimmed any trees that may in the judgment of the Grantee interfere with or endanger said line or its maintenance and operation.

The real property covered by this easement is situated in **Pottawatomie** County, State of Oklahoma, and is described as follows:

An Easement in the Northeast Quarter (NE1/4) of Section (30), Township (10) North, Range (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. Said easement being Ten (10) feet in width, Five (5.00) feet each side of a centerline described in EXHIBIT "A" and shown on EXHIBIT "B", attached hereto and hereby made part of this easement.

Grantor further covenants agrees that no building or other structure shall ever be erected nor shall any excavation or other removal of soil, so as to change the grade of terrain, be accomplished by Grantor, its heirs or assigns, within the above described easement area unless the written consent of the Grantee is first obtained. Grantor further acknowledges the requirements of 63 Oklahoma Statutes (2011) Section 142.1, et. seq. (One-call statute).

Grantor hereby consents to permit Grantee to trim and keep trimmed any trees and foliage on Grantor's property immediately adjacent to the easement granted herein and Grantee shall have the right to enter upon Grantor's property for this purpose.

The rights and privileges above granted to continue so long as same are used or needed for the transmission and distribution of electric current or communication messages; but should the Grantee remove its property from the premises and abandon the right of way herein granted, then the rights granted in this easement shall terminate.

Signed and delivered this _____ day of _____, 2024

City of Shawnee

Mayor: Ed Bolt _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF _____, SS;
Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2024,
personally appeared **Ed Bolt** to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as
its **Mayor** and acknowledged to me that he executed the same as his free and voluntary act and deed of such **City**, for the uses and purposes therein
set forth.

My Commission Expires: _____

Commission # _____

Notary Public

EXHIBIT "A"

OG&E EASEMENT

An Easement in the Northeast Quarter (NE1/4) of Section Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, **written by Timothy G. Pollard, PLS 1474, on March 21, 2024. Bearings are Based on an arbitrary bearing of S89°44'23"E on the North Line of said NE1/4** and as shown on attached **Easement Sketch**, said easement further described as: being Ten (10) feet in width, Five (5.00) each side of a centerline described as:

COMMENCING at the Northeast corner of the NE1/4;

Thence N89°44'23"W, along the North line of the NE1/4 for a distance of 597.93 feet to the **POINT OF BEGINNING**;

Thence S65°49'19"E, on said centerline for a distance of 170.24 feet to the **POINT OF TERMINATION**.

EXHIBIT "B"

EASEMENT SKETCH

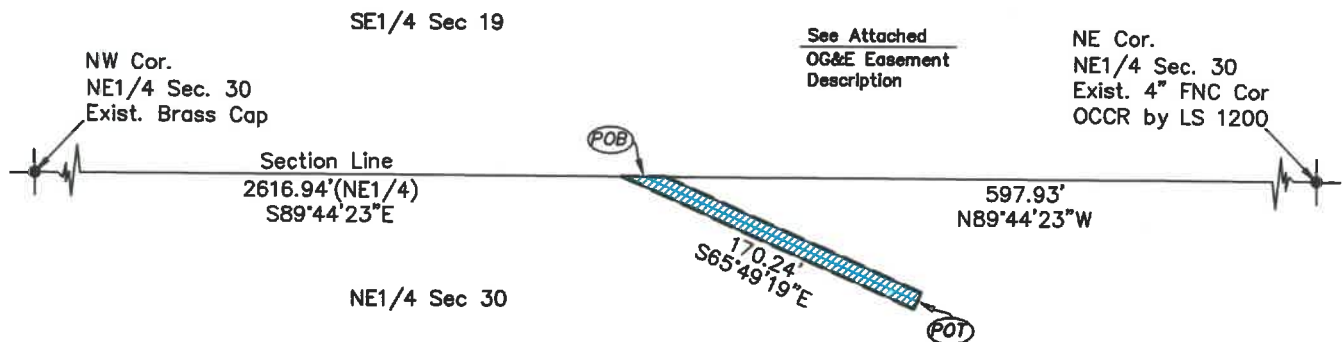
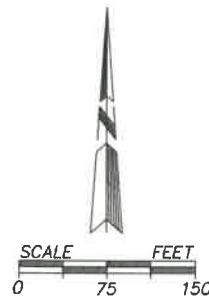
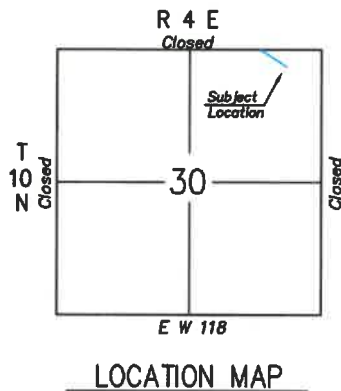
Note: Bearings Are Based On An Arbitrary Bearing Of N89°44'23"W, Between Existing Monuments On The North Line Of The NE1/4 Section 30, T10N, R4E, I.M. Pottawatomie Oklahoma.

(●) - Indicates Existing 1/2" Iron Pin Or Monument as Noted.

(OCCR) - Indicates Oklahoma Certified Corner Record On File With The Oklahoma Department Of Libraries Archives Division.

I, Timothy G. Pollard, a Professional Land Surveyor, hereby certify that the attached drawing is a true and accurate representation of the attached easement description and is subject to all notes and qualifying statements.

Timothy G. Pollard
Timothy G. Pollard, PLS 1474
Dated: March 21, 2024



OKLAHOMA GAS AND ELECTRIC COMPANY

POLLARD & WHITED SURVEYING INC. 2514 TEE DRIVE, NORMAN, OKLAHOMA 73069 CA#2380 EXP 06-30-25 405-366-0001	OG&E EASEMENT SKETCH WO# 7718132 NE1/4 SECTION 30, T10N, R4E, I.M. POTTAWATOMIE COUNTY, OKLAHOMA	REVISIONS:
DRAWN BY: E. THOMAS	DATE: March 21, 2024	FILE #: 30-10N4E.ASC
APPROVED BY: D. MEEKS	DATE: March 21, 2024	DRWG #: 30-10N4E.DWG
		DATE: March 21, 2024
		SCALE: 1" = 150'
		SHEET 1 OF 1



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

Date: April 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 3 for Clearpond Road Culvert Replacement.

Background: This change order adds one new pay item to the project. The existing roadway required traffic striping, but new traffic striping was not included in the plans. This change order compensates the contractor for all costs associated with the striping the roadway.

The Clearpond Culvert Replacement Change Order #3 is an increase of \$4,525.00 and additional itemized information is provided. With the cost reductions from Change Order #1 and #2, this increase will not exceed the initial contract value.

Financial Impact: Increase of \$4,525.00 for 302-5-0920-5; Proj. No C-24-01C

Attachments: Clearpond - CO #3

Staff Recommendation: Approval of the item

City of Shawnee

Change Order #3

Clearpond Road Culvert Replacement

C-24-01

General Description: This change order adds one new pay items to the contract. Traffic stripe was not included in the plans. The existing roadway had striping. A field decision was made to place traffic striping on the new roadway. This change order compensates the contractor for all cost associated to striping the roadway.

Pay Item	Unit	Quantity	Price/unit	Total
Traffic Stripe (Multi-Poly)	LS	1	\$4,525.00	\$4,525.00
Change Order Total				\$4,525.00

Contract Bid Price	Change Order Price	New Contract Price
\$576,808.00	\$4,525.00	\$527,607.00

Arturo Martinez

Signature

Arturo Martinez

Name (Printed)

Persident

Company Title

Subscribed and sworn before me this 27 day of March year of 2024

My commission expires June 30, 2025

Paty Martinez

Notary Public Commission Number

P.E. Seal



Andrea Weckmuller-Behringer, City Manager

City/County Official

Andrea Weckmuller-Behringer

Signature



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

Date: April 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge Change Order No. 2 for Traffic Signal Storm Damage Repair project.

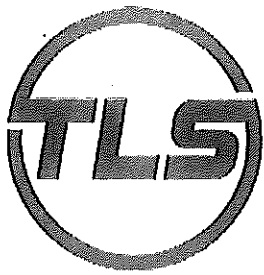
Background: This change order represents a realization of actual field conditions. The project team determined that a longer luminaire arm was necessary given the placement of the new pole footing. This change order deducts a base bid traffic signal pay item and introduces a new pay item for a traffic signal pole with revised dimensions for the southeast corner of Kennedy and Kickapoo Spur.

The Traffic Signal Storm Damage Change Order #2 is an increase of \$6,105.00 and additional itemized information is provided. With the deductions from Change Order #1, this increase will not exceed the initial contract value.

Financial Impact: Increase of \$6,105.00 for 010-5-0740-5; Proj. No. EM2023041

Attachments: Change Order #02 - Luminaire Extension_Fully Executed

Staff Recommendation: Approval of the item



TLS
GROUP, INC

P.O. Box 14788
Oklahoma City, OK 73113
(405) 524-1341

To: City of Shawnee	Contact:
Address: P.O. Box 1448	Phone: (405) 214-4244
Shawnee, OK 74802-1448	Fax:
Project Name: Change Order #02 - Luminaire Extension	Bid Number: EM-20230419-01
Project Location: Various Locations, Shawnee, OK	Bid Date: 4/10/2024
Addendum #: 1	

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Section 01 - Base Bid					
01015	POLE & 30' TS MST.ARM(G.STL.)	-1.00	EACH	\$12,080.00	(\$12,080.00)
01019	ROADWAY LUMINAIRE	1.00	EACH	\$955.00	\$955.00
01020	1/C NO.10 ELECT.COND.	100.00	LF	\$2.30	\$230.00
Total Price for above Section 01 - Base Bid Items:					<u>(\$10,895.00)</u>

Section 03 - Change Order #02

03001	32'MH POLE 30'TS & 15'LMA(G.STL.)	1.00	EACH	\$17,000.00	\$17,000.00
Total Price for above Section 03 - Change Order #02 Items:					<u>\$17,000.00</u>

Total Bid Price: \$6,105.00

Notes:

- This change order deducts a quantity of (1) each from a base bid traffic signal pole pay item and introduces a new pay item for a traffic signal pole with revised dimensions for the SE corner of Kennedy & Kickapoo Spur.
- All notes from our original quote letter apply to this change order.

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>Andrea Weckmueller-Behringer</u> Signature: <u>Andrea Weckmueller-Behringer</u> Date of Acceptance: <u>4/10/24</u>	CONFIRMED: TLS Authorized Signature: <u>[Signature]</u> Estimator: <u>Lawson Miracle</u> 405-423-0623 estimating@tlsokc.com
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AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE

2024-2025

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Pioneer Library System (“**Pioneer**”) and the City of Shawnee (the “**City**”) to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

WHEREAS, Shawnee is located within Pottawatomie County (the “**County**”) and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, upon which the Shawnee Public Library Central is located; and

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the “**Shawnee Public Library**”); and

WHEREAS, the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2024-2025 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System’s Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Shawnee's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building at the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.
3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds

on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4 The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6 The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: 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.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

H. Destruction of Premises

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of

sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2024, through June 30, 2025, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee
Attention: Andrea Weckmueller-Behringer, City Manager
16 W. 9th St.
Shawnee, OK 74801
Telephone: (405) 878-1601
Facsimile: (405) 214-4249
Email: Andrea.Weckmueller-Behringer@shawneeok.org

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405) 801-4500
Facsimile: (405) 801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY CLERK

CITY OF SHAWNEE:

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Proclamation

“National Animal Control Officer Appreciation Week”

Whereas, the National Animal Control Association has designated the second week of April each year to recognize, thank, and commend all animal control officers for the dedicated service they provide to their community; and

Whereas, Animal Control Officers provide essential community functions, including the enforcement of animal control laws, protecting the public from diseases such as rabies, capturing roaming and potentially dangerous animals, investigating reports of animal complaints and welfare; and

Whereas, Animal Control Officers answer calls for assistance, educate pet owners about responsible animal care, protect the welfare of animals from injury, disease, abuse, and starvation, and provide for the proper care of animals in their custody; and

Whereas, Animal Control Officers continually find loving homes for adoptable animals as well as reunite lost pets with their rightful owners; and

Whereas, the City of Shawnee, encourages all citizens to join us in expressing our sincere appreciation for the service and dedication of our Animal Control Officers.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of April 14th - 20th, 2024, to be

“National Animal Control Officer Appreciation Week”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Public Safety Telecommunications Week”

Whereas, every year since 1981, the second week of April has been set aside to honor telecommunications personnel in the public safety community who dedicate their lives to serving the public; and

Whereas, emergencies can occur at any time and require Police, Fire, or Emergency Medical Services. When an emergency occurs, the prompt response of Police Officers, Firefighters, and Paramedics is critical to the protection of life and preservation of property; and

Whereas, the safety of our Firefighters and Police Officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Shawnee. Public safety telecommunicators work to establish an accurate location and other vital information necessary for a prompt and prepared emergency response and for the safety of emergency personnel; and

Whereas, Public Safety Telecommunicators of the City of Shawnee processed 25,485 calls to 9-1-1 and dispatched 80,545 units for service, and the details of those calls are critical to the emergency personnel who respond; and

Whereas, over the past year, Public Safety Telecommunicators of the City of Shawnee 9-1-1 Communications Center have contributed substantially to the apprehension of criminals, the suppression of fires, and the treatment of patients while exhibiting compassion, understanding, and professionalism during their performance; and

Whereas, it is fitting and proper that we formally recognize the Public Safety Telecommunicators within the City of Shawnee and throughout Pottawatomie County for the work they do every day to protect our communities. Their diligent efforts ensure that help is on the way when our citizens need it most.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of April 14th - 20th , 2024, to be

“National Public Safety Telecommunications Week”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Arbor Day”

Whereas, the first Arbor Day was celebrated in the State of Nebraska in 1872, in response to a state proclamation establishing a special day to be set aside for the planting of trees that would provide shade, shelter, fruit, fuel, and beauty for residents; and

Whereas, today, Arbor Day is celebrated nationwide to encourage Americans to maintain and replenish our country’s forests, orchards, woodlands; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

Whereas, trees are a renewable resource that provide sustenance, energy, and building materials; and

Whereas, trees in Shawnee increase property values, enhance the vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and

Whereas, the City of Shawnee has been recognized as a Tree City USA by the National Arbor Day Foundation, and we plan to continue our tree-planting practices.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim April 26, 2024, to be

“National Arbor Day”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“Loyalty Day”

Whereas, the United States Congress, by joint resolution approved on July 18, 1958, designated May 1st of each year to be “Loyalty Day,” and President Dwight D. Eisenhower declared “Loyalty Day” as a day of national observance; and

Whereas, our community is a diverse tapestry of many cultures, heritages, religions, and languages, brought together around the values and ideals we all share as Americans; and

Whereas, the founding principles of this great nation have served to provide prosperity, liberty, and justice to more people than in all of prior human history; and

Whereas, Loyalty Day provides us with the opportunity to celebrate the many freedoms secured and preserved for us by the Americans whose monumental achievements and invaluable contributions have strengthened our Nation in common cause; and

Whereas, the City of Shawnee encourages its citizens to join this nationwide observance to take time and reflect on the privileges of democracy and liberty extended to us by the institutions of American freedom; and

Whereas, we as citizens of this great nation reaffirm our commitment to these principles and recognize the benefits of fellowship within our community. We as citizens strive to be civil and respectful of each other and remain faithful to the promotion and protection of “liberty and justice for all.”

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 1, 2024, to be

“Loyalty Day”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“Professional Municipal Clerks Week”

Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants; and

Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels; and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk, and that we extend appreciation to our Professional Municipal Clerks, Lisa Lasyone and Kacie Eck, for their vital services and exemplary dedication to the City of Shawnee.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of May 5th - 11th, 2024, to be

“Professional Municipal Clerks Week”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Economic Development Week”

Whereas, the City of Shawnee recognizes the positive impact that economic development has on the financial health and economic vitality of the United States, the State of Oklahoma, the City of Shawnee, and the members of our community; and

Whereas, Shawnee Forward has been promoting economic well-being and quality of life for the community by creating, retaining, and expanding quality jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

Whereas, Shawnee Forward supports entrepreneurship to help establish the next generation of new businesses and to support existing businesses with assistance and resources; and

Whereas, Shawnee Forward works in partnership with local school districts, post-secondary educational institutions, and workforce boards and commissions to amplify workforce training and to ensure a workforce-ready community; and

Whereas, Shawnee Forward is dedicated to setting the stage for development success in economic development as well as real estate development through its Economic Development Strategic Plan; and

Whereas, Shawnee Forward, has been a catalyst to commercial capital investment into the community for the past 7 years; and

Whereas, the City of Shawnee extends its appreciation to Shawnee Forward for the vital services and exemplary dedication provided to the City of Shawnee.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby recognize May 6th - 10th, 2024, to be

“National Economic Development Week”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk



Proclamation

“National Police Week”

Whereas, in 1962, United States President John F. Kennedy signed the first proclamation designating May 15th as Peace Officers Memorial Day and Police Week to remember and honor the service and sacrifice of law enforcement officers throughout our Nation; and

Whereas, it is paramount for our community to understand the important role and responsibility our federal, state, county, local, and tribal police departments play in maintaining public safety and recognizing the importance of cooperation with them as crucial for delivering effective law and order; and

Whereas, the City of Shawnee acknowledges our law enforcement officers’ steadfast work each day to guard and protect the life, property, and freedoms of the women, men, and children of our community; and

Whereas, the City of Shawnee recognizes the sacrifice made by our law enforcement officers and their families, to serve our community with the highest degree of courage and dedication as they encounter unknown and dangerous situations, day and night, while pursuing the peace and safety of our community; and

Whereas, in honor of the courageous men and women, both past and present, who have served with commitment, dedication, devotion, and countless hours throughout each year, we applaud and thank them for their service to our community and our Nation.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of May 12th - 18th, 2024, to be

“National Police Week”

In the City of Shawnee, Oklahoma
Dated this 15th day of April, 2024

Ed Bolt, Mayor

Lisa Lasyone, MMC, City Clerk

Q2 – April 2024

Shawnee

FORWARD

PRESENTATION TO CITY COMMISSION

SITES Program

(Supporting Industrial Transformation
and Economic Success)

Oklahoma Department of Commerce

February 1, 2023: Program Launch



OKLAHOMA



Why Invest in Infrastructure?

Oklahoma is committed to making legacy improvements into industrial site infrastructure to take advantage of economic development opportunities and foster an environment of business growth potential.

Demand: Oklahoma's Project Pipeline

Demand

- 327 new economic development projects into Commerce in 2022.
- Commerce has seen an uptick in aerospace, automotive, and manufacturing projects as Oklahoma is being considered for investment.
- Reasons for increase demand include saturation of the manufacturing workforce in SE United States and global companies reevaluating their supply chain strategies.

Year	Number of Projects
2018	171
2019	189
2020	298
2021	314
2022	327

Oklahoma's Bottlenecks to Success

Available Industrial Sites and Megasites:

- Locating suitable sites to meet the demand of incoming projects.
- Currently challenged in available sites to meet the needs of incoming projects.
- In 2022, 52% of projects chose to locate in rural counties (10-year average is 42%) meaning more companies are looking for rural sites, which are limited.

Skilled Workforce:

- Oklahoma is experiencing a workforce shortage in skilled labor that is reflective in the types of projects looking to expand and locate in the State.
- Talent recruitment is necessary to fill open jobs in Oklahoma.
- Considering Commerce's open pipeline of projects, an estimated 65,000 jobs are being considered to locate in Oklahoma.

Oklahoma *must* proactively address statewide site infrastructure needs to meet the demand of existing businesses and companies in the Commerce and communities' pipeline.



Community Assessment Program

Focuses on assessing the community where it stands today by looking in depth at factors related to:

- Economic Performance
- Asset Competitiveness
- Placemaking Draw
- Organizational Readiness

- Compile Data
- Present the data to the community
- Strategic Planning Effort utilizing a steering committee
- Interviews/Focus Groups/Community Input Sessions
- Strategic Plan

Q1 - 2024

SHAWNEE BY THE NUMBERS



SHAWNEE SALES TAX COLLECTIONS

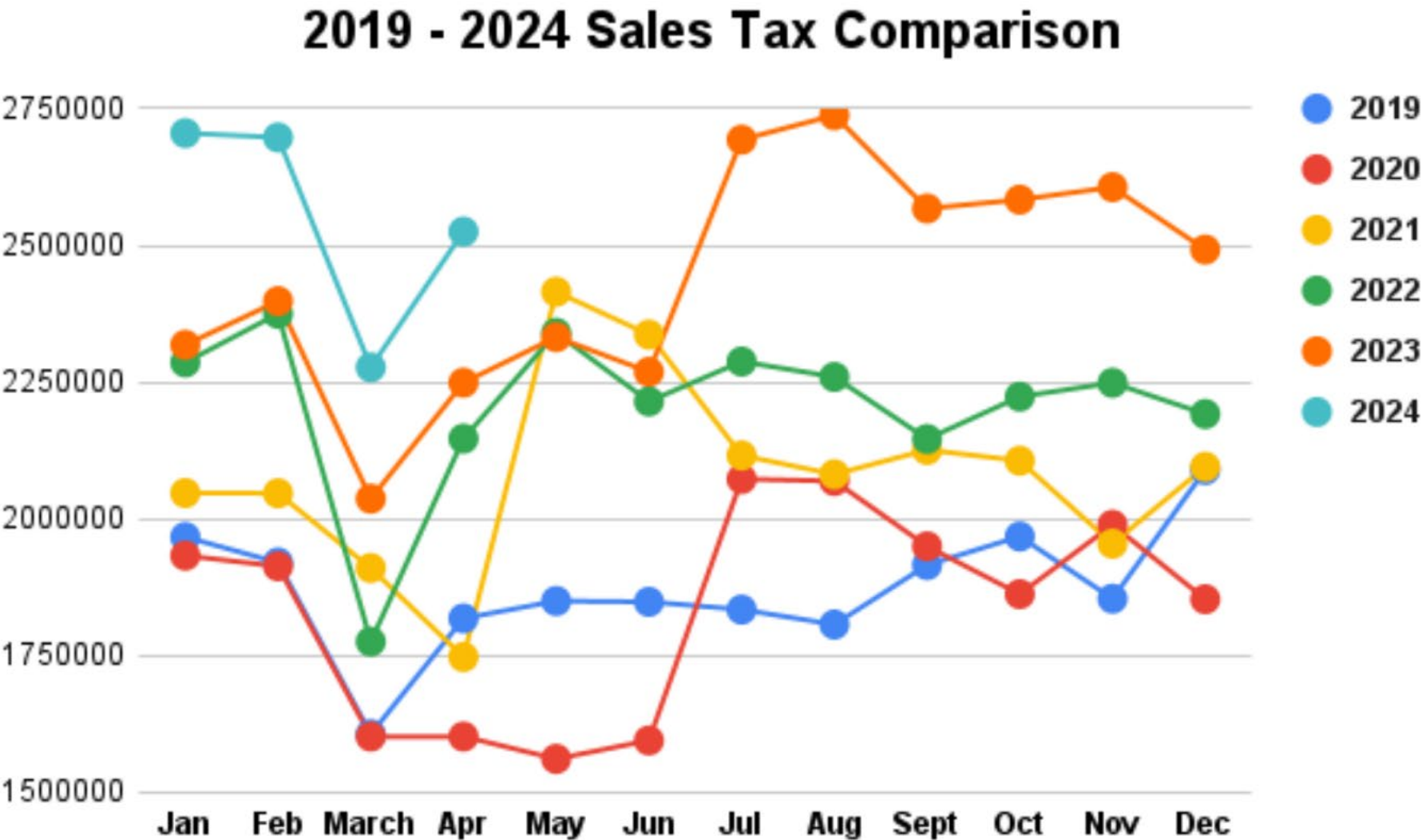
JAN: \$2,705,137.29

FEB: \$2,697,214.47

MAR: \$2,277,054.85

SOURCE: OKLAHOMA TAX COMMISSION

5 YEAR SALES TAX COMPARISON



PERMITS

January - March 2024

10

**SINGLE FAMILY
HOME PERMITS**

24

**NEW BUSINESS
OCCUPANCY**

SOURCE: CITY OF SHAWNEE

HOUSING

Jan - March 2024

132

HOMES SOLD
IN Q1

187

AVG HOMES FOR SALE
PER MONTH IN Q1

SOURCE: MLSOK



Shawnee

FORWARD

Next Update July 2024

Crystal Romanyszyn, CAE, IOM
ceo@shawneeforward.com



Andrea Weckmueller-Behringer
City Manager

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

April 15, 2024

Honorable Mayor, City Commissioners, and Fellow Citizens of the City of Shawnee,

A year after the April 19, 2023, tornado, the City of Shawnee and the community as a whole continue to recover from this devastating event. The City is grateful to our residents, businesses, and community institutions, and we share in their unbroken spirit to see our community fully restored. The City remains in active coordination with our insurance, the Oklahoma Department of Emergency Management and Homeland Security (OEMDHS), and the Federal Emergency Management Agency (FEMA) for needed tornado repairs and reconstruction. The City of Shawnee is thankful to share that, while the budget may be modest and the remaining restoration needs are many, the City's [Fiscal Year 2024-2025 Budget](#) will nevertheless serve the critical needs of our cherished community.

The budget before you is the result of months of preparation and cross-departmental conversations about the essential functions the City performs, the identification and closure of existing gaps, the discussion of areas for desired improvement, and the consideration of future growth. Spanning July 1, 2024, through June 30, 2025, this budget again demonstrates our City's commitment to community priorities, shared values, and continued growth, using deliberate planning and priority setting to build financial resiliency, improve quality of life, and foster sustainability.

As you know, the City of Shawnee encompasses a general government component as well as two public trusts, specifically the Shawnee Airport Authority and the Shawnee Municipal Authority.

- The general government component of the City of Shawnee supports administration, code enforcement, community development, engineering, financial management, municipal court, parks and recreation, public safety, streets and traffic, and tourism.
- The Shawnee Airport Authority (SAA) for the City of Shawnee oversees capital improvements, maintenance, and operation of the Shawnee Regional Airport.
- The Shawnee Municipal Authority (SMA) for the City of Shawnee is comprised of administration, as well as water distribution, one water treatment plant, wastewater collection, and two wastewater treatment plants.

In compliance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, as well as in accordance with the City's Municipal Code, Section 2-96, the City of Shawnee must prepare and adopt an annual budget. In general, appropriations lapse at the end of the fiscal year, although fund allocations for capital projects may be carried forward into the next fiscal year if the capital project has not yet been completed. The City's Fiscal Year 2024-2025 Budget has been prepared using best practices and techniques recommended by the Governmental Accounting Standards Board (GASB) as well as the financial policies adopted by the City Commission. The budget is organized by fund and department, and it must also be adopted by the City Commission at the fund-level detail.

Within the regulatory framework and these best practices, the Fiscal Year 2024-2025 Budget continues the path set by the preceding four years. General Fund revenues were again estimated conservatively and represent a six (6) percent increase over the Fiscal Year 2023-2024 Original Budget. The estimated growth is derived from recent tax revenue trends, which resulted in projected growth rates of a quarter (0.25) percent for sales tax and ten (10) percent for use tax. This methodology was chosen in response to the significant influence of the April 19, 2023, tornado impact and subsequent recovery. Revenue projections for other funds were based on the analysis of several years of historical data.

Particularly in light of the need for operating reserves when a disaster strikes, it bears repeating that the Fiscal Year 2024-2025 Budget was also guided by the "Budgeting and Financial Planning Policies", which were adopted by the City Commission on March 7, 2022. These policies specifically prescribe the following:

- The City will not borrow from any external source to fund ongoing operations.
- Excess Fund Balances should not be used to support ongoing operations but may be budgeted to fund one-time expenditures.
- Each City fund should include a Contingency Reserve of no less than two (2.0) percent of the fund's budgeted operating expenditures.
- Specifically, the General Fund must maintain Operating Reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget. Other funds that also support personnel or operating expenditures must maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures.

Maintaining the required operating reserves and contingency reserves, has resulted in a conservative position budget which is accompanied by multiple high priority capital improvements:

- The City is holding steady at 300.5 full-time equivalent positions citywide, which account for 68 percent of the General Fund, as well as 15 percent of the Shawnee Municipal Authority and 33 percent of the Shawnee Airport Authority funding.
- Accounting for a combined total of over \$70 million, the majority of high priority capital requests have been accommodated within the Fiscal Year 2024-2025 Budget. The planned

improvements were derived from the needs expressed by each one of the general government City departments as well as the Shawnee Airport Authority and Shawnee Municipal Authority. Several of the projects started in prior fiscal years*:

- Wastewater treatment plant update* (will continue into next fiscal year)
- Water and wastewater line replacements (ARPA funding)
- Roadway panel replacements and overlays (will continue into next fiscal year)
- South Kickapoo Avenue widening* (will continue into next fiscal year)
- Main Street Bridge replacement* (will continue into next fiscal year)
- Twin Lake # 1 Dam repair* (will continue into next fiscal year)
- 45th Street Phase 1 right-of-way and construction* (will continue into next fiscal year)
- New animal shelter*
- Boat dock for Twin Lakes patrol*
- Ongoing replacement of vehicles for fire, police, and public works
- Ongoing replacement of public safety gear
- Ongoing Information Technology upgrades and routine equipment replacement

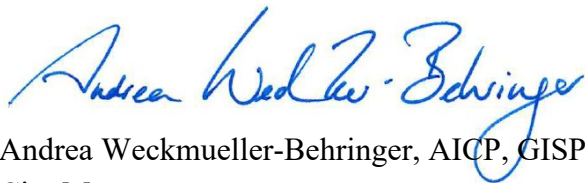
With the City's adoption of its Capital Improvement Plan, additional investment needs have already been identified and prioritized for implementation in subsequent years.

- Lastly, the Fiscal Year 2024-2024 Budget includes the continuation of consultant service agreements, which also began in previous years:
 - Unified Development Code (adoption and close-out)
 - Phase 2 of the Twin Lakes Survey

All in all, the Fiscal Year 2024-2025 Budget for the City of Shawnee presents an optimal outline of the revenues and expenditures for maintenance and operations activities as well as capital improvement projects associated with the City's delivery of core municipal services to our community.

In closing, I want to thank the Finance Department and the entire Management Team for their many hours of service during the Fiscal Year 2024-2025 Budget process. Together, we look forward to a successful year, full of meaningful partnerships, ongoing recovery, and strategic renewal.

Sincerely,



Andrea Weckmueller-Behringer, AICP, GISP, RAS
City Manager

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
001 General Fund				
Beginning Fund Balance	\$ 7,752,412	\$ 4,163,342	\$ 8,221,353	\$ 5,438,371
Revenue				
Taxes	21,284,490	20,470,390	20,576,090	22,758,344
Intergovernmental	620,444	444,000	444,000	401,500
License and Permits	565,986	492,000	492,000	578,000
Fines and Forfeitures	497,005	476,000	476,000	317,500
Charges for Services	219,191	238,234	238,234	238,235
Rental Revenues	61,271	49,100	49,100	49,100
Interest Income	230,350	85,600	85,600	314,900
Other Revenues	486,559	322,000	322,000	113,000
Transfers In	4,809,693	5,478,262	5,478,262	5,532,364
Total General Fund Revenue	\$ 36,527,401	\$ 32,218,928	\$ 36,382,639	\$ 35,741,314
Expenditures				
Administration	1,047,166	2,185,350	1,890,721	2,652,386
Accounting	712,748	717,156	717,156	732,828
Information Systems	570,199	595,740	595,740	648,933
City Clerk	335,688	415,855	415,855	432,827
Municipal Court	406,911	488,228	489,241	481,928
Human Resources	516,758	476,833	477,671	492,854
Engineering	321,333	438,738	438,738	491,448
Code Enforcement	784,964	1,001,373	1,298,220	1,028,799
Community Development	472,400	414,829	668,342	605,561
Police Department and Emergency Management	10,190,358	11,397,219	11,612,104	11,084,574
Fire Department	6,471,921	6,757,402	6,794,962	7,009,354
Public Works	1,457,577	1,462,512	1,795,796	1,519,278
Parks, Culture and Recreation	1,379,543	1,691,786	1,763,733	2,055,487
Expo Center	1,131,559	928,948	928,948	944,250
Building Maintenance	297,005	338,594	360,094	387,389
Transfers Out	2,899,270	696,948	696,948	862,324
Total Expenditures	28,995,398	30,007,510	30,944,268	31,430,220
Ending Budgetary Fund Balance Reserves	<u>\$ 7,532,003</u>	<u>\$ 2,211,418</u>	<u>\$ 5,438,371</u>	<u>\$ 4,311,094</u>
Percent of Ending Fund Balance/Annual Expenditures*		7.4%	17.6%	13.7%

*Policy on Operating Reserves in the General Fund is 14-20%

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
010 GRANT FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ 29,000
Revenue				
Intergovernmental	<u>63,966</u>	<u>289,500</u>	<u>400,947</u>	<u>236,500</u>
Total Revenue	\$ 63,966	\$ 289,500	\$ 400,947	\$ 265,500
Expenditures				
Parks, Culture and Recreation	-	16,000	16,000	21,500
Community Development	-	29,000	29,000	-
Police Department and Emergency Management	<u>4,605,692</u>	<u>273,500</u>	<u>3,549,342</u>	<u>215,000</u>
Total Expenditures	4,605,692	318,500	3,594,342	236,500
Ending Budgetary Fund Balance Reserves	<u>\$ (4,541,726)</u>	<u>\$ (29,000)</u>	<u>\$ (3,193,395)</u>	<u>\$ 29,000</u>
101 STREET & ALLEY FUND				
Beginning Fund Balance	\$ 14,651	\$ -	\$ -	\$ -
Revenue				
License and Permits	-	2,000	2,000	-
Other Revenues	6,360	6,360	6,360	6,360
Taxes	283,213	283,900	283,900	283,900
Transfers In	<u>252,000</u>	<u>187,000</u>	<u>187,000</u>	<u>269,000</u>
Total Revenue	\$ 556,224	\$ 479,260	\$ 479,260	\$ 559,260
Expenditures				
Public Works	<u>545,705</u>	<u>478,900</u>	<u>478,900</u>	<u>558,900</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 10,519</u>	<u>\$ 360</u>	<u>\$ 360</u>	<u>\$ 360</u>

City of Shawnee, Oklahoma
Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
102 E-911 FUND				
Beginning Fund Balance	\$ 238,683	\$ 350,651	\$ 414,911	\$ 418,911
Revenue				
Taxes	<u>295,820</u>	<u>280,000</u>	<u>280,000</u>	<u>414,000</u>
Total Revenue	\$ 534,503	\$ 630,651	\$ 694,911	\$ 832,911
Expenditures				
Police Department and Emergency Management	<u>285,982</u>	<u>276,000</u>	<u>276,000</u>	<u>412,124</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 248,520</u>	<u>\$ 354,651</u>	<u>\$ 418,911</u>	<u>\$ 420,787</u>
104 ECONOMIC DEVELOPMENT FUND				
Beginning Fund Balance	\$ 126,902	\$ 158,739	\$ 360,218	\$ 360,430
Revenue				
Taxes	<u>380,800</u>	<u>367,212</u>	<u>383,212</u>	<u>388,945</u>
Total Revenue	\$ 507,702	\$ 525,951	\$ 743,430	\$ 749,375
Expenditures				
Economic Development	<u>254,774</u>	<u>295,000</u>	<u>383,000</u>	<u>388,000</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 252,928</u>	<u>\$ 230,951</u>	<u>\$ 360,430</u>	<u>\$ 361,375</u>
105 SPAY/NEUTER FUND				
Beginning Fund Balance	\$ 10,767	\$ -	\$ -	\$ -
Revenue				
Other Revenues	<u>1,275</u>	<u>2,200</u>	<u>2,200</u>	<u>2,200</u>
Total Revenue	\$ 12,042	\$ 2,200	\$ 2,200	\$ 2,200
Expenditures				
Police Department and Emergency Management	<u>2,194</u>	<u>2,200</u>	<u>2,200</u>	<u>2,200</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 9,848</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
106 HOTEL/MOTEL SURCHARGE FUND				
Beginning Fund Balance	\$ 461,940	\$ 543,042	\$ 717,253	\$ 642,852
Revenue				
Taxes	<u>548,449</u>	<u>474,500</u>	<u>519,407</u>	<u>574,000</u>
Total Revenue	\$ 1,010,389	\$ 1,017,542	\$ 1,236,660	\$ 1,216,852
Expenditures				
Tourism	<u>570,859</u>	<u>474,674</u>	<u>593,808</u>	<u>585,835</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 439,530</u>	<u>\$ 542,868</u>	<u>\$ 642,852</u>	<u>\$ 631,017</u>
107 POLICE SALES TAX FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Taxes	<u>476,000</u>	<u>459,131</u>	<u>459,131</u>	<u>486,182</u>
Total Revenue	\$ 476,000	\$ 459,131	\$ 459,131	\$ 486,182
Expenditures				
Transfers Out	<u>476,372</u>	<u>459,131</u>	<u>459,131</u>	<u>486,182</u>
Ending Budgetary Fund Balance Reserves	<u>\$ (372)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
108 FIRE SALES TAX FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Taxes	<u>476,000</u>	<u>459,131</u>	<u>459,131</u>	<u>486,182</u>
Total Revenue	\$ 476,000	\$ 459,131	\$ 459,131	\$ 486,182
Expenditures				
Transfers Out	<u>476,372</u>	<u>459,131</u>	<u>459,131</u>	<u>486,182</u>
Ending Budgetary Fund Balance Reserves	<u>\$ (372)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
112 TAX INCREMENT FINANCE FUND				
Beginning Fund Balance	\$ 460,875	\$ 670,000	\$ 670,000	\$ 779,696
Revenue				
Taxes	<u>280,538</u>	<u>120,000</u>	<u>120,000</u>	<u>200,000</u>
Total Revenue	\$ 741,413	\$ 790,000	\$ 790,000	\$ 979,696
Expenditures				
Community Development	<u>13,014</u>	<u>-</u>	<u>10,304</u>	<u>30,000</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 728,400</u>	<u>\$ 790,000</u>	<u>\$ 779,696</u>	<u>\$ 949,696</u>
190 CDBG GRANTS				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Intergovernmental	621,102	828,557	828,557	828,557
Other Revenues	<u>26,862</u>	<u>13,200</u>	<u>13,200</u>	<u>13,200</u>
Total Revenue	\$ 647,964	\$ 841,757	\$ 841,757	\$ 841,757
Expenditures				
Community Development	<u>656,701</u>	<u>828,430</u>	<u>828,430</u>	<u>779,707</u>
Ending Budgetary Fund Balance Reserves	<u>\$ (8,737)</u>	<u>\$ 13,327</u>	<u>\$ 13,327</u>	<u>\$ 62,050</u>
191 CDBG-CV - ODOC				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Intergovernmental	<u>739,052</u>	<u>164,872</u>	<u>264,597</u>	<u>164,872</u>
Total Revenue	\$ 739,052	\$ 164,872	\$ 264,597	\$ 164,872
Expenditures				
Community Development	<u>828,323</u>	<u>164,872</u>	<u>264,597</u>	<u>171,807</u>
Ending Budgetary Fund Balance Reserves	<u>\$ (89,271)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (6,935)</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
301 CAPITAL IMPROVEMENT FUND				
Beginning Fund Balance	\$ 1,497,413	\$ 2,756,094	\$ 4,915,261	\$ 3,438,624
Revenue				
Interest Income	27,566	2,000	2,000	2,000
Taxes	2,951,202	2,845,889	2,952,489	3,014,326
Transfers In	-	-	-	-
Total Revenue	\$ 4,476,181	\$ 5,603,983	\$ 7,869,750	\$ 6,454,950
Expenditures				
Yet to be determined	-	-	-	-
Accounting	-	2,000	2,000	2,000
Information Systems	205,101	221,700	221,700	284,150
City Clerk	26,985	-	-	-
Human Resources	3,045	-	-	-
Community Development	-	25,000	25,000	750,000
Engineering	115,116	89,000	95,338	89,000
Code Enforcement	6,164	70,000	63,662	50,000
Police Department and Emergency Management	304,183	748,861	785,059	730,444
Fire Department	274,026	722,362	791,355	702,846
Public Works	165,349	535,000	641,600	666,600
Parks, Culture and Recreation	647,965	713,500	1,002,969	560,250
Expo Center	-	-	-	-
Building Maintenance	-	23,000	23,000	433,000
Transfers Out	500,000	500,000	500,000	500,000
Debt Service	549,499	279,443	279,443	-
Total Expenditures	2,797,433	3,929,866	4,431,126	4,768,290
Ending Budgetary Fund Balance Reserves	<u>\$ 1,678,749</u>	<u>\$ 1,674,117</u>	<u>\$ 3,438,624</u>	<u>\$ 1,686,660</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
302 STREET IMPROVEMENT FUND				
Beginning Fund Balance	\$ 3,115,532	\$ 1,538,704	\$ 2,255,224	\$ 1,374,399
Revenue				
Interest Income	5,652	2,500	2,500	2,500
Intergovernmental	1,043,631	111,500	111,500	-
Taxes	<u>3,332,003</u>	<u>3,213,101</u>	<u>3,353,780</u>	<u>3,403,271</u>
Total Revenue	\$ 7,496,817	\$ 4,865,805	\$ 5,723,004	\$ 4,780,170
Expenditures				
Engineering	958,823	-	418,213	475,000
Public Works	1,399,291	2,842,000	3,330,392	2,320,000
Transfers Out	<u>3,600,000</u>	<u>600,000</u>	<u>600,000</u>	<u>600,000</u>
Total Expenditures	5,958,113	3,442,000	4,348,605	3,395,000
Ending Budgetary Fund Balance Reserves	<u>\$ 1,538,704</u>	<u>\$ 1,423,805</u>	<u>\$ 1,374,399</u>	<u>\$ 1,385,170</u>
303 2018 CAPITAL IMPROVEMENT FUND				
Beginning Fund Balance	\$ 20,748,829	\$ 14,551,529	\$ 24,637,949	\$ 14,551,529
Revenue				
Interest Income	530,154	1,500	1,500	1,500
Other Revenues	179	-	-	-
Taxes	<u>3,808,003</u>	<u>3,672,115</u>	<u>3,672,115</u>	<u>3,889,453</u>
Total Revenue	\$ 25,087,165	\$ 18,225,144	\$ 28,311,564	\$ 18,442,482
Expenditures				
Community Development	14,226	338,280	1,414,054	-
Fire Department	859,930	2,000,000	2,000,000	2,000,000
Engineering	1,102,878	-	638,240	-
Public Works	56,154	3,580,000	3,580,000	3,580,000
Parks, Culture and Recreation	6,446,317	1,282,500	2,902,572	1,285,000
Expo Center	272,608	100,000	106,600	100,000
Debt Service	<u>3,119,459</u>	<u>3,118,569</u>	<u>3,118,569</u>	<u>3,122,694</u>
Total Expenditures	11,871,570	10,419,349	13,760,035	10,087,694
Ending Budgetary Fund Balance Reserves	<u>\$ 13,215,594</u>	<u>\$ 7,805,795</u>	<u>\$ 14,551,529</u>	<u>\$ 8,354,788</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
304 AMERICAN RESCUE PLAN FUNDS				
Beginning Fund Balance	\$ 2,134,225	\$ 7,238,085	\$ 9,453,911	\$ 7,224,081
Revenue				
Intergovernmental	\$ -	\$ 11,000,000	\$ 11,000,000	11,000,000
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenue	\$ 2,134,225	\$ 18,238,085	\$ 20,453,911	\$ 18,224,081
Expenditures				
Public Works	<u>1,211,405</u>	<u>13,185,000</u>	<u>13,229,830</u>	<u>6,165,000</u>
Total Expenditures	1,211,405	13,185,000	13,229,830	6,165,000
Ending Budgetary Fund Balance Reserves	<u>\$ 922,820</u>	<u>\$ 5,053,085</u>	<u>\$ 7,224,081</u>	<u>\$ 12,059,081</u>
306 2023 CAPITAL IMPROVEMENT FUND				
Beginning Fund Balance	\$ -	\$ 350,000	\$ 350,000	\$ 1,513,458
Revenue				
Taxes	283,316	3,672,115	3,672,115	3,889,453
Transfers In	<u>-</u>	<u>1,163,458</u>	<u>1,163,458</u>	<u>1,163,458</u>
Total Revenue	\$ 283,316	\$ 5,185,573	\$ 5,185,573	\$ 6,566,369
Expenditures				
Transfers Out	-	3,672,115	3,672,115	3,889,453
Yet to be determined	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	-	3,672,115	3,672,115	3,889,453
Ending Budgetary Fund Balance Reserves	<u>\$ 283,316</u>	<u>\$ 1,513,458</u>	<u>\$ 1,513,458</u>	<u>\$ 2,676,916</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
350 AQUATIC CENTER				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Charges for Services	157,862	127,000	127,000	145,000
Other Revenues	60,805	45,000	45,000	55,000
Rental Revenues	13,271	14,000	14,000	14,000
Transfers In	<u>337,270</u>	<u>208,448</u>	<u>208,448</u>	<u>283,448</u>
Total Revenue	\$ 569,209	\$ 394,448	\$ 394,448	\$ 497,448
Expenditures				
Parks, Culture and Recreation	<u>493,725</u>	<u>385,948</u>	<u>388,352</u>	<u>481,597</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 75,484</u>	<u>\$ 8,500</u>	<u>\$ 6,096</u>	<u>\$ 15,851</u>
601 WORK COMP SELF-INSUR FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Transfers In	<u>452,810</u>	<u>724,484</u>	<u>724,484</u>	<u>828,582</u>
Total Revenue	\$ 452,810	\$ 724,484	\$ 724,484	\$ 828,582
Expenditures				
Administration	872	1,988	1,988	2,320
Accounting	595	2,978	2,978	3,476
Information Systems	(23)	1,985	1,985	2,317
City Clerk	(927)	1,489	1,489	1,738
Municipal Court	1,179	1,985	1,985	2,317
Utility Billing	1,285	5,413	5,413	5,224
Human Resources	795	1,489	1,489	1,738
Engineering	38	1,489	1,489	2,317
Code Enforcement	1,915	3,475	3,475	4,634
Community Development	52	8,182	8,182	9,216
Police Department and Emergency Management	325,163	442,371	442,371	491,914
Fire Department	43,666	166,636	166,636	199,582
Public Works	12,871	43,526	43,526	51,532
Parks, Culture and Recreation	197	27,417	27,417	30,640
Airport	2,235	1,985	1,985	8,118
Equipment Services	(297)	-	-	-
Building Maintenance	13,517	11,083	11,083	10,340
Tourism	<u>627</u>	<u>993</u>	<u>1,200</u>	<u>1,159</u>
Total Expenditures	403,760	724,484	724,691	828,582
Ending Budgetary Fund Balance Reserves	<u>\$ 49,050</u>	<u>\$ -</u>	<u>\$ (207)</u>	<u>\$ -</u>

City of Shawnee, Oklahoma

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
701 LIBRARY FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Transfers In	<u>85,000</u>	<u>85,000</u>	<u>85,000</u>	<u>93,376</u>
Total Revenue	\$ 85,000	\$ 85,000	\$ 85,000	\$ 93,376
Expenditures				
Parks, Culture and Recreation	<u>90,689</u>	<u>83,576</u>	<u>83,576</u>	<u>93,376</u>
Ending Budgetary Fund Balance Reserves	<u>\$ (5,689)</u>	<u>\$ 1,424</u>	<u>\$ 1,424</u>	<u>\$ -</u>
702 CEMETERY PERPETUAL FUND				
Beginning Fund Balance	\$ 107,793	\$ 183,173	\$ 189,805	\$ 193,805
Revenue				
Other Revenues	<u>7,832</u>	<u>4,000</u>	<u>4,000</u>	<u>4,000</u>
Total Revenue	\$ 115,625	\$ 187,173	\$ 193,805	\$ 197,805
Expenditures				
None	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Budgetary Fund Balance Reserves	<u>\$ 115,625</u>	<u>\$ 187,173</u>	<u>\$ 193,805</u>	<u>\$ 197,805</u>

Shawnee Municipal Authority

Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
501 SHAWNEE MUNICIPAL AUTHORITY				
Beginning Fund Balance	\$ 11,645,754	\$ 1,731,584	\$ 2,226,502	\$ 1,426,038
Revenue				
Charges for Services	15,827,212	15,409,315	15,409,315	15,972,385
License and Permits	35,935	28,025	28,025	28,025
Other Revenues	39,435,803	280,000	280,000	280,000
Transfers In	<u>1,100,000</u>	<u>4,772,115</u>	<u>4,772,115</u>	<u>4,989,453</u>
Total Revenue	\$ 68,044,704	\$ 22,221,039	\$ 22,715,957	\$ 22,695,901
Expenditures				
Public Works	48,619,890	9,683,576	9,729,926	9,965,664
Utility Billing	746,157	827,788	827,788	917,898
Debt Service	4,024,899	2,858,747	2,858,747	3,860,136
Transfers Out	<u>6,860,000</u>	<u>7,873,458</u>	<u>7,873,458</u>	<u>6,973,057</u>
Total Expenditures	60,250,946	21,243,569	21,289,919	21,716,755
Ending Budgetary Fund Balance Reserves	<u>\$ 19,439,513</u>	<u>\$ 977,470</u>	<u>\$ 1,426,038</u>	<u>\$ 979,146</u>
Percent of Ending Fund Balance/Annual Expenditures*		4.6%	6.7%	4.5%

*Policy on Operating Reserves in the SMA Fund is 5-20%

502 WATER SYSTEM CAPITAL PROJECTS FUND

Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Other Revenues	-	4,000,000	4,000,000	-
Transfers In	<u>-</u>	<u>910,000</u>	<u>910,000</u>	<u>910,000</u>
Total Revenue	\$ -	\$ 4,910,000	\$ 4,910,000	\$ 910,000
Expenditures				
Public Works	<u>-</u>	<u>4,906,000</u>	<u>4,906,000</u>	<u>906,000</u>
Ending Budgetary Fund Balance Reserves	<u>\$ -</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>	<u>\$ 4,000</u>

Shawnee Municipal Authority
Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
503 WASTEWATER SYSTEM CAPITAL PROJECTS FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenue				
Other Revenues	-	75,000,000	75,000,000	45,000,000
Transfers In	<u>-</u>	<u>1,240,000</u>	<u>1,240,000</u>	<u>1,439,000</u>
Total Revenue	\$ -	\$ 76,240,000	\$ 76,240,000	\$ 46,439,000
Expenditures				
Public Works	<u>-</u>	<u>9,683,576</u>	<u>76,239,000</u>	<u>46,439,000</u>
Ending Budgetary Fund Balance Reserves	<u>\$ -</u>	<u>\$ 66,556,424</u>	<u>\$ 1,000</u>	<u>\$ -</u>
504 METER MAINTENANCE FUND				
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ 418,207
Revenue				
Charges for Services	<u>-</u>	<u>850,000</u>	<u>850,000</u>	<u>850,000</u>
Total Revenue	\$ -	\$ 850,000	\$ 850,000	\$ 1,268,207
Expenditures				
Debt Service	<u>-</u>	<u>431,793</u>	<u>431,793</u>	<u>433,274</u>
Ending Budgetary Fund Balance Reserves	<u>\$ -</u>	<u>\$ 418,207</u>	<u>\$ 418,207</u>	<u>\$ 834,933</u>

Shawnee Airport Authority
Proposed Budget Summary by Fund

	FY 2022-2023 Actuals	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	FY 2024-2025 Proposed Budget
511 SHAWNEE AIRPORT AUTHORITY				
Beginning Fund Balance	\$ 257,413	\$ 331,606	\$ 379,072	\$ 297,325
Revenue				
Intergovernmental	108,379	925,001	925,001	200,000
Other Revenues	311,718	346,250	346,250	226,250
Rental Revenues	322,545	523,961	523,961	239,700
Transfers In	<u>225,000</u>	<u>230,230</u>	<u>230,230</u>	<u>230,230</u>
Total Revenue	\$ 1,225,055	\$ 2,357,048	\$ 2,404,514	\$ 1,193,505
Expenditures				
Airport	<u>845,983</u>	<u>2,095,111</u>	<u>2,107,189</u>	<u>911,093</u>
Total Expenditures	845,983	2,095,111	2,107,189	911,093
Ending Budgetary Fund Balance Reserves	<u>\$ 379,072</u>	<u>\$ 261,937</u>	<u>\$ 297,325</u>	<u>\$ 282,412</u>
Percent of Ending Fund Balance/Annual Expenditures*		12.5%	14.1%	31.0%

*Policy on Operating Reserves in the SAA Fund is 5-20%



Fiscal Year 2024-2025 Budget

Proposed
Lindsey McNabb-Fox
Finance Director
April 15, 2024

Municipal Funding

- Municipal Code & State Statutes
- Annual Budget
 - Funds lapse at the end of the fiscal year
 - Capital funds may be rolled over
- Budget adoption by fund and department



Budgeting & Financial Planning Policies

Adopted by City Commission March 7th, 2022

- No funding from external sources may be borrowed for ongoing operations
- Excess fund balances can only be for one-time expenditures, NOT operations
- >2% contingency reserve of budgeted expenditures must be included for each operating fund
- General Fund must maintain operating reserves at the beginning of each fiscal year >14% and <20% of the total General Fund budget
- Other Funds - if supporting personnel or operations - must maintain operating reserves of > 5% and < 20% of total budgeted fund expenditures

Budget Development



Revenue Projection

- Review of -
 - Current trends
 - Historical receipts
 - Growth patterns
 - Availability constraints or new legislation
- Conservative revenue estimation

Needs vs. Revenues

- Joint analysis of department budget
- Review of current actuals vs. budget
- Include ALL core employee & operational needs
- Other improvements by order of priority

Revenues



Recurring

- Sales Tax
- Use Tax
- Service Charges
- Licenses & Permits
- Rental
- Interest

Periodic

- Half-cent Sales Tax
- Tax Increment Financing
- Community Development Block Grant (CDBG)

One-Time

- Fund Balances
- ARPA
- Loans (OWRB)
- Federal & State Grants
- Donations

Revenues & Transfers - OS 11-17-206 C.

"Included in the budget of revenues or expenditures for any fund may be amounts transferred from or to another fund. Any such interfund transfer must be shown as a disbursement from the one fund and as a receipt to the other fund."

Sales Tax
from OK Tax
Commission

GF receipt of
transfer from
PSTF

Example		
City of Shawnee - Sales Tax Collection		
	Revenue	Expense
Police Sales Tax Fund		
Receipted from OTC	\$ 422,000	\$ -
Transfer-out to General Fund	\$ -	\$ 422,000
Subtotal	\$ 422,000	\$ 422,000
General Fund		
Transfer-in from Police Sales Tax Fund	\$ 422,000	\$ -
Police Department Expenditures	\$ -	\$ 422,000
Subtotal	\$ 422,000	\$ 422,000
Total as Budgeted	\$ 844,000	\$ 844,000
Actual Cash Total	\$ 422,000	\$ 422,000

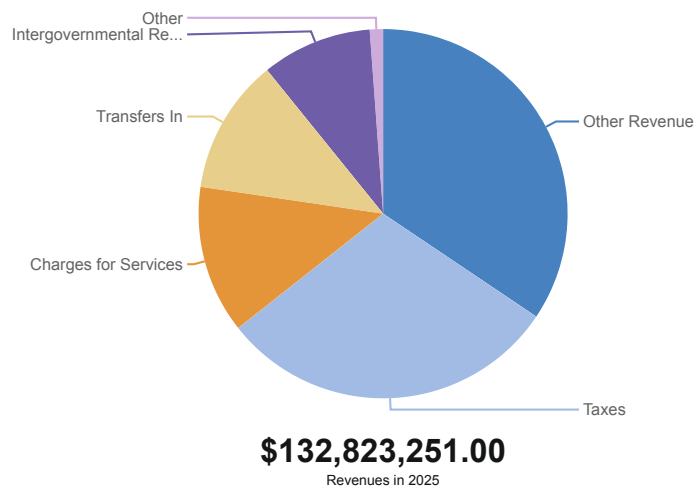
PSTF transfers
full amount
to GF

GF spends
funds as
needed

Total Revenue - *all funds*

Rev-All Funds

Data Updated Apr 11, 2024, 9:26 PM



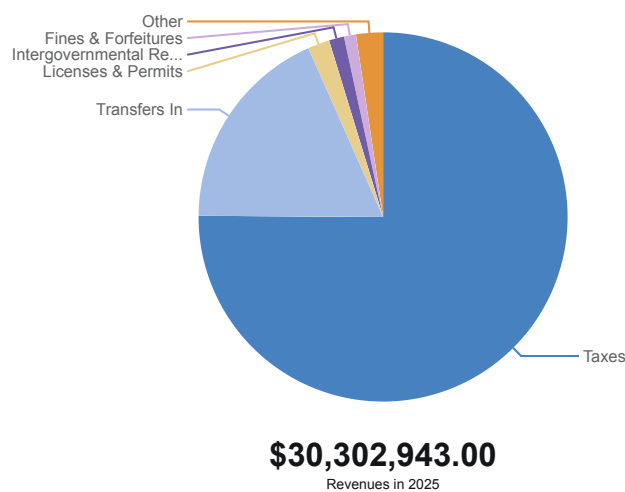
General Fund Overview

- Revenues - \$30.3 mil
- Expenditures \$31.4 mil, including \$630,000 in Contingency Reserves
- Estimated Remaining Fund Balance \$4,311,094 = 14%

General Fund Revenues

GENERAL FUND REVENUE

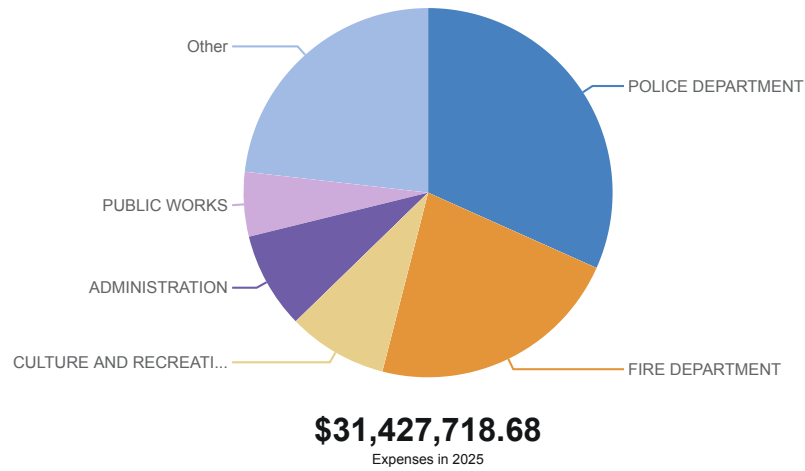
Data Updated Apr 11, 2024, 9:26 PM



General Fund Expenditures *by Department*

GENERAL FUND EXPENDITURE SUMMARY

Data Updated Apr 11, 2024, 9:26 PM



- Administration above includes the City Manager's Office, which holds the 2% contingency for the entire General Fund, as well as the City Attorney.
- The Other category includes - Finance, IT, Municipal Court, Clerk, Human Resources and other smaller departments. Click in the chart to get more information.

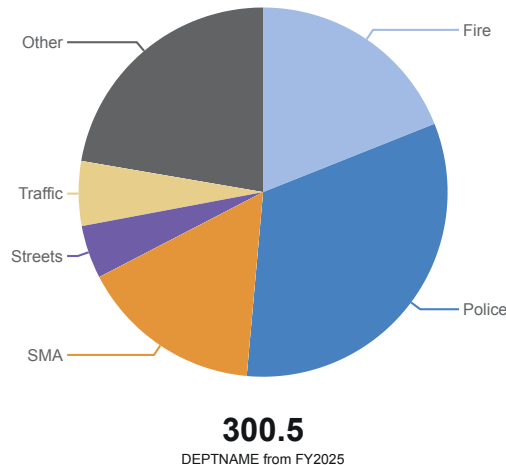
Positions by Department

- General Fund - 238.5 FTEs, 246 total positions
- Shawnee Municipal Authority - 52
- Shawnee Airport Authority - 4 FTEs, 5 total positions
- Other - 6



2025 FTE by dept

Data Updated Mar 25, 2024, 6:19 PM



Additional Funds



- Grant Fund
- Street & Alley Fund
- Economic Development Fund
- Hotel/Motel Surcharge Fund
- Capital Improvement Fund
- Street Improvement Fund
- Sister Cities Fund
- E-911 Fund
- Spay/Neuter Fund
- Police Sales Tax
- Fire Saes Tax
- Tax Increment Financing Fund
- American Rescue Plan (ARPA)
- Workers Comp
- CDBG
- CDBG-CV
- 2018 Capital Sales Tax
- 2023 Capital Sales Tax
- Cemetery Perpetual Care
- Aquatic Fund
- Library Fund

Budget Timeline

- 5- Year Capital Improvement Project Plan
 - *Will be presented on May 20*
- Public Hearing
 - *Scheduled for May 20*
- Budget Adoption
 - *Scheduled for June 17 - can be no later than June 23*

Questions?

Feel free to dig in further below!



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

Date: April 15, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution authorizing Mayor Ed Bolt to cast a ballot for the 2024 Oklahoma Municipal Assurance Group (OMAG) Election of Two Trustees.

Background: The Oklahoma Municipal Assurance Group (OMAG) was formed in 1977 by cities and towns seeking insurance coverage unique to Oklahoma municipalities. OMAG currently focuses its services on municipal liability, workers' compensation, and property coverage. OMAG is governed by a seven-member Board of Trustees, which designs and manages plan coverages with assistance from OMAG staff and outside consultants.

Each municipality that has adopted the Agreement Establishing the Oklahoma Municipal Assurance Group has the opportunity to participate in the selection of the Trustees, who must be an elected or appointed official of an OMAG member municipality. As the City of Shawnee is a participating municipality, the City is duly authorized to vote for OMAG Trustees.

The attached resolution directs Mayor Bolt to cast the ballot on behalf of the City of Shawnee. The ballot must be received by OMAG no later than May 15, 2024.

Financial Impact: None

Attachments: OMAG Ballot 2024 Election_Ballot, OMAG Ballot 2024 Election_Resolution

Staff Recommendation: Approval of the item

BALLOT

OKLAHOMA MUNICIPAL ASSURANCE GROUP

2024 Election of TWO Trustees

For a three-year term starting July 1, 2024

The biographical sketch on the next page for each nominee was written by the person who made the nomination. YOU MAY VOTE FOR TWO (2) NOMINEES by placing a check mark next to their names below.

_____ Mike Bailey, City Manager, Bartlesville (Incumbent)

_____ Craig Stephenson, City Manager, Ponca City (Incumbent)

_____ Donalynn Blazek-Scherler, City Clerk, Lawton

_____ Gary A. Jones, City Manager, Altus

_____ Tammy Kretchmar, City Manager, Yukon

_____ David M. Mason, Mayor, Enid

_____ Cody Roe, City Manager, McLoud

_____ Micheal Shannon, Interim City Manager, Guymon

SIGN AND ATTEST

Ballot cast by the governing body of the municipality of

Signed: _____
Mayor

Attested: _____ Date: _____, 2024
Clerk

FAILURE TO PROPERLY SUBMIT THIS BALLOT WILL INVALIDATE THE BALLOT.

Your Ballot must be received by OMAG no later than *May 15, 2024*, by:

- (1) emailing the ballot to elections@omag.org;
- (2) sending the ballot to OMAG by mail to 3650 S. Boulevard, Edmond, OK 73013; or
- (3) sending a facsimile of the ballot to OMAG at (405) 657-1401.

SEE REVERSE FOR BIOGRAPHICAL SKETCHES

BIOGRAPHICAL SKETCHES

MIKE BAILEY (Incumbent) Mike is the City Manager for Bartlesville and has been with the City for 18 years. Mike is a licensed CPA who has worked with many local governments throughout his career. He has served on the OMAG Board since 2007 and is also on the boards of CMAO and OMSCC. (Bartlesville participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

CRAIG STEPHENSON (Incumbent) Craig is a current incumbent on the OMAG Board. He has 37 years of municipal (government) experience serving communities as Assistant City Manager and City Manager. Craig holds Bachelor's and Master's degrees in Political Science and has earned the ICMA Credentialed and Oklahoma Accredited Manager designation. (Ponca City participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

DONALYNN BLAZEK-SCHERLER Donalynn is an excellent candidate to serve as a trustee for the Oklahoma Municipal Assurance Group (OMAG). She's an extremely dedicated and hard working employee who will no doubt be an asset to the board. Ms. Blazek-Scherler has been an exemplary employee for the City of Lawton for several years. (Lawton participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan.)

GARY JONES City Manager Altus September 2019-present. Oklahoma State Auditor 2011-2019 where he received the 2016 "Sunshine Award" and was named an honorary Fire-Fighter and friend of retired Teachers. Comanche County Commissioner 1995-1999. Received the "Superior Achievement Award" from the Oklahoma Good Roads and Streets Association. BS Business Administration/Accounting-Cameron University. (Altus participates in the Municipal Liability Protection Plan and the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

TAMMY KRETCHMAR Tammy Kretchmar, serving the City of Yukon since 1996, advanced to City Manager in 2021. She actively engages in professional associations like ICMA and CMAO. Tammy's exceptional leadership in Yukon has earned her the 2017 Don Rider Award and the 2022 Gerald Wilkins and Jeff Shockley Award. (Yukon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

DAVID MASON David has a BS degree in Education and a Master's Degree in Administration. He entered the insurance business in 2003 and quickly advanced to District Manager of 29 agencies. He later became VP/Director of Sales for a large Independent agency helping to increase sales \$100M over 5 years. (Enid participates in the Municipal Property Protection Plan and the Municipal Liability Protection Plan.)

CODY ROE Currently serving as City Manager for the city of McLoud, Cody has over 14 years in Municipal Government where he has served as the Parks Director, Emergency Manager, Operations Director, Public Works Director, and Assistant City Manager. Cody is actively involved in Pottawatomie County and serves on the COEDD Board. (McLoud participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

MICHEAL SHANNON Mike Shannon, a lifelong cowboy and team roper of the Oklahoma Panhandle has worked in municipal government over 45 years. During that time, he worked in the private sector managing a small communication company for 9 years, returning to municipal government as Interim City Manager for the City of Guymon. (Guymon participates in the Municipal Liability Protection Plan, the Municipal Property Protection Plan, and the Workers' Compensation Plan.)

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION AUTHORIZING AND DIRECTING ED BOLT, MAYOR AN AUTHORIZED AGENT OF THE CITY OF SHAWNEE, OKLAHOMA, TO CAST VOTES FOR TRUSTEES OF THE OKLAHOMA MUNICIPAL ASSURANCE GROUP TO FILL EXPIRING TERMS OF TRUSTEES.

WHEREAS, the City of Shawnee, Oklahoma is a participating employer in the Oklahoma Municipal Assurance Group, duly authorized to vote for Trustees of the Oklahoma Municipal Assurance Group to fill expiring terms of Trustees thereof; and

WHEREAS, Ed Bolt, Mayor, is the authorized agent for the City of Shawnee and should be authorized to cast ballots for Trustees of said Oklahoma Municipal Assurance Group;

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

THAT Ed Bolt, authorized agent, is hereby authorized and directed to cast ballots for and on behalf of the City of Shawnee, Oklahoma for Mike Bailey, City Manager of the City of Bartlesville and Craig Stephenson, City Manager of the City of Ponca City.

PASSED AND APPROVED this 15th day of April, 2024.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CITY CLERK, MMC



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

Date: April 15, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration and adoption of a resolution authorizing the City of Shawnee's submittal of an Opioid Abatement Grant Application to the Oklahoma Opioid Abatement Board.

Background: Enacted in 2020, Title 74 of the Oklahoma Statutes (OS), Sections 30.3 through 30.8 created the Political Subdivisions Opioid Abatement Grants Act. The intent of the Act is to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in collaboration with political subdivisions.

While 1,200 subdivisions were eligible to apply, 251 applicants had declared their intent by November 8, 2023, including 66 counties, 69 municipalities, 103 school districts, 4 career technology centers, and 9 public trusts.

Following its own declaration of intent, the City of Shawnee developed a response grant application that is requesting funding for the following opioid abatement projects:

1. Facilitate once quarterly Narcan training for City of Shawnee Homeless Program volunteers and Shawnee Homeless Roundtable partner entities as well as other civic or faith-based organizations.
2. Purchase Narcan for distribution to trained volunteers and partner entity staff, documenting distribution and monitoring usage for required reporting.
3. Produce easy-to-understand opioid use disorder and overdose prevention and resource materials for distribution to participating volunteers and groups, as well as to the community at large.

City staff requests City Commission authorization to apply for the Opioid Abatement Grant.

Financial Impact: \$124,360.56 in potential Opioid Abatement Grant funding

Attachments: OK OAB Application Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF SHAWNEE TO SUBMIT AN OPIOID ABATEMENT GRANT APPLICATION TO THE OKLAHOMA OPIOID ABATEMENT BOARD.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

WHEREAS, in 2020, the Oklahoma Legislature enacted House Bill 4138, the Political Subdivisions Opioid Abatement Grants Act, creating the Oklahoma Opioid Abatement Board oversight body for the distribution of opioid settlement funds;

WHEREAS, Section 2 of the Act provides the Legislature's purpose, which is "to promote and protect the health of Oklahomans by using monetary grants to abate the opioid crisis in a comprehensive manner that includes cooperation and collaboration with political subdivisions;"

WHEREAS, the Oklahoma Attorney General's Office has released a Revised Notice of Intent to Issue Funding Opportunity;

WHEREAS, it is in the best interest of the citizens of Shawnee to expedite the preparation and submission of an Opioid Abatement Grant Application to the Oklahoma Attorney General's Office; and

WHEREAS, the City of Shawnee has proposed the following projects for grant funding and subsequent implementation in compliance with grant requirements laid out by the Oklahoma Opioid Abatement Board:

1. Facilitate once quarterly Narcan training for City of Shawnee Homeless Program volunteers and Shawnee Homeless Roundtable partner entities as well as other civic or faith-based organizations.
2. Purchase Narcan for distribution to trained volunteers and partner entity staff, documenting distribution and monitoring usage for required reporting.
3. Produce easy-to-understand opioid use disorder and overdose prevention and resource materials for distribution to participating volunteers and groups, as well as to the community at large.

NOW, THEREFORE, it is hereby resolved by the City of Shawnee that the aforementioned situation is hereby recognized and declared to exist, and by reason thereof, City of Shawnee staff is hereby authorized to submit an Opioid Abatement Grant Award Application to the Oklahoma Attorney General's Office on behalf of the above of the City of Shawnee.

PASSED AND APPROVED this 15th day of April, 2024.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: April 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration and adoption of a resolution for project sponsorship for the Oklahoma Department of Transportation (ODOT) Transportation Alternatives Program (TAP) Application and Maintenance Commitment for the Wallace Street sidewalk project.

Background: The City of Shawnee aims to enhance pedestrian accessibility by adding ADA-compliant sidewalks on the north side of Wallace Street from Kickapoo to Harrison, as outlined in the current Capital Improvement Plan. This project, slated for FY 2025 and 2026, will benefit residents across three City wards, fill gaps in sidewalk infrastructure, improve ADA accessibility, and enhance pedestrian access to Jefferson Elementary School. To fund this project, the City is pursuing a Transportation Alternatives Program grant from the Oklahoma Department of Transportation.

The adoption of the resolution for project sponsorship is a requirement of the grant application. City staff recommends approval of the resolution.

Financial Impact: The required local match will be 20% of the total cost and is estimated to be \$228,320.50

Attachments: Resolution of Project Sponsorship TA grant, Wallace Street Sidewalk Preliminary Cost Estimate, Wallace St Sidewalk Exhibit

Staff Recommendation: Approval of the resolution and authorization of the necessary signatures for the grant application

RESOLUTION NO. _____

RESOLUTION OF PROJECT SPONSORSHIP FOR A TRANSPORTATION
ALTERNATIVES PROGRAM APPLICATION AND MAINTENANCE COMMITMENT

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF SHAWNEE TO SUBMIT AN APPLICATION TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET FORTH BY INFRASTRUCTURE INVESTMENT AND JOBS ACT FOR THE WALLACE STREET SIDEWALK PROJECT, SHAWNEE, OKLAHOMA AND AUTHORIZING THE CITY MANAGER TO SIGN THIS APPLICATION.

WHEREAS, the City of Shawnee, Oklahoma, is submitting an application to the Oklahoma Department of Transportation (ODOT) for transportation alternatives program funds in the amount of \$528,000 set forth by MAP-21 and as outlined in ODOT's transportation alternatives program guidance & application packet for 2022; and

WHEREAS, the City of Shawnee, Oklahoma, is participating as an eligible project sponsor in the Oklahoma Department of Transportation's transportation alternatives program set forth by Infrastructure Investment and Jobs Act (IIJA); and

WHEREAS, federal monies are available under a transportation alternatives program set forth by IIJA, administered by the State of Oklahoma, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Oklahoma; and

WHEREAS the City of Shawnee, Oklahoma, acknowledges availability of the required local match of no less than 20%; and,

WHEREAS, after appropriate public input and due consideration, the governing body of City of Shawnee, Oklahoma, has recommended that an application be submitted to the state of Oklahoma for the Wallace Street Sidewalk Project.

NOW, THEREFORE, be it resolved by the governing body of the City of Shawnee, Oklahoma:

Section 1. That the City of Shawnee, Oklahoma, does hereby authorize the staff of the City of Shawnee, Oklahoma to submit an application to the Oklahoma Department of Transportation for transportation alternatives program funds set forth by IIJA on behalf of the citizens of City of Shawnee, Oklahoma.

Section 2. That the City of Shawnee, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding for the Wallace Street Sidewalk Project is available.

Section 3. That the City of Shawnee, Oklahoma, hereby assures the Oklahoma Department of Transportation that sufficient funding for the operation and maintenance of the Wallace Street Sidewalk Project will be available for the life of the project.

Section 4. That the City of Shawnee, Oklahoma, hereby assures the Oklahoma Department of Transportation that the City of Shawnee, Oklahoma, will have title or permanent easement to the Wallace Street Sidewalk Project by the time of project letting, if necessary.

Section 5. That the chief project sponsor of City of Shawnee, Oklahoma, is authorized to sign the application to the Oklahoma Department of Transportation for transportation alternatives program funds set forth by IJA on behalf of the citizens of Shawnee, Oklahoma. The chief project sponsor is also authorized to submit additional information as may be required and act as the official representative of the City of Shawnee, Oklahoma in this and subsequent related activities.

PASSED AND APPROVED this 15th day of April, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

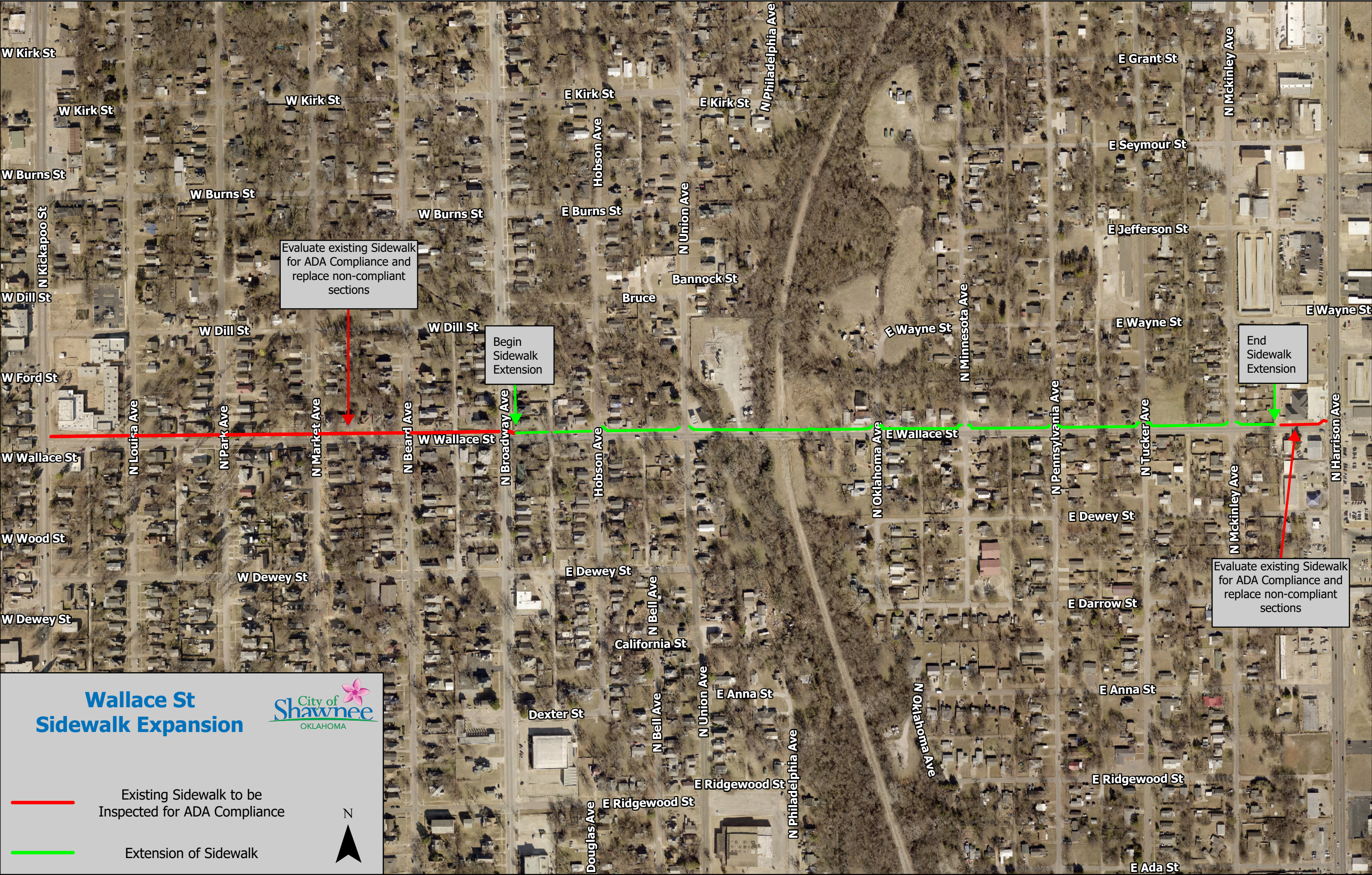
LISA LASYONE, MMC, CITY CLERK

Wallace Street Sidewalk Project - Preliminary Cost Estimate

Date: 04.08.2024

	Item Number		Description	Quantity	Unit	Unit Cost	Total Cost
1	201 (A)	1200	Clearing and Grubbing	1	LSUM	\$ 30,000.00	\$ 30,000.00
2	202 (H)	2900	Earthwork	1	LSUM	\$ 50,000.00	\$ 50,000.00
3	220	1100	SWPPP Documentation and Management	1	LSUM	\$ 5,000.00	\$ 5,000.00
4	221		Erosion Control	1	LSUM	\$ 20,000.00	\$ 20,000.00
5	230 (A)	7200	Solid Slab Sodding	1500	SY	\$ 5.00	\$ 7,500.00
6	402	2600	Traffic Bound Surface Course Type E	800	TON	\$ 70.00	\$ 56,000.00
7	411 (B)		Superpave, Type S3 (PG 64-22 OK)	200	TON	\$ 85.00	\$ 17,000.00
8	411(B)		Superpave, Type S4 (PG 64-22 OK)	200	TON	\$ 95.00	\$ 19,000.00
9	509 (A)	200	Class AA Concrete	50	CY	\$ 725.00	\$ 36,250.00
10	509 (D)	500	Class C Concrete	10	CY	\$ 800.00	\$ 8,000.00
11	609 (B)	4360	2'-8" Comb. Curb & Gutter (6" Barrier)	1730	LF	\$ 50.00	\$ 86,500.00
12	609 (C)		Header Curb (18" and Less)	300	LF	\$ 100.00	\$ 30,000.00
13	610 (A)	5200	4" Concrete Sidewalk	1775	SY	\$ 75.00	\$ 133,125.00
14	610 (B)	5300	6" Concrete Driveway (HES)	475	SY	\$ 110.00	\$ 52,250.00
15	610 (I)	6000	Tactile Warning Device New	200	SF	\$ 50.00	\$ 10,000.00
16	612 (E)		Valve boxes adjust to grade	5	EA	\$ 3,500.00	\$ 17,500.00
17	612 (F)		Water Meter Reset	10	EA	\$ 2,500.00	\$ 25,000.00
18	619 (A)	6200	Removal of Obstructions	1	LSUM	\$ 10,000.00	\$ 10,000.00
19	622 (A)	200	Pipe Railing	150	LF	\$ 250.00	\$ 37,500.00
20	625	4300	Remove and Reconstruct Fence	375	LF	\$ 40.00	\$ 15,000.00
21	641	2110	Mobilization	1	LSUM	\$ 70,000.00	\$ 70,000.00
22	642 (B)	3300	Construction Staking Level II	1	LSUM	\$ 10,000.00	\$ 10,000.00
23	805 (A)	3528	Remove & Reset Existing Signs	10	EA	\$ 700.00	\$ 7,000.00
24	880 (J)		Construction Traffic Control	1	LSUM	\$ 25,000.00	\$ 25,000.00
25	856 (A)	8200	Traffic Stripe Multi Poly (4")	100	LF	\$ 10.00	\$ 1,000.00
26	856 (A)	8216	Traffic Stripe Multi Poly (24")	300	LF	\$ 35.00	\$ 10,500.00
Railroad Engineering and Construction of crossing							\$ 50,000.00
Subtotal							\$ 839,125.00
Design							\$ 85,000.00
ROW Acquisition							\$ 100,000.00
Construction Administration & Inspection (4%)							\$ 33,565.00
Contingency (10%)							\$ 83,912.50
Total							\$ 1,141,602.50





Wallace St Sidewalk Expansion



- Existing Sidewalk to be Inspected for ADA Compliance
- Extension of Sidewalk





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

Date: April 15, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consideration of a resolution to adopt the City of Shawnee Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan.

Background: The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

The City of Shawnee is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2023 Public Right-of-Way Accessibility Guidelines (PROWAG) that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

In December 2022, staff enlisted the services of consulting firm, Kimley Horn, to assist in the development of the City of Shawnee Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. Since then, staff have been working with Kimley Horn to develop this plan. This document describes the process developed to complete the evaluation of the City of Shawnee's PSAs and facilities, provides possible solutions to remove programmatic barriers, and presents a Transition Plan for the modification of facilities and public rights-of way to improve accessibility, which will guide the planning and implementation of necessary program and facility modifications over time.

The City of Shawnee ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of PSAs and facilities that

accommodate all citizens.

Financial Impact: None

Attachments: ADA Adoption Resolution, Shawnee_ADA_Transition_Plan_20240403_FINAL,
Shawnee_ADA_Transition_Plan_Appendix_20240403,
Shawnee_Public_Notice_Under_ADA_20240402,
Shawnee_ADA_Grievance_Procedure_(TitleII)_20240402,
Shawnee_ADA_Grievance_Form_(TitleII)_20240402

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE ADOPTING THE CITY OF SHAWNEE AMERICANS WITH DISABILITIES (ADA) ACT SELF-EVALUATION AND TRANSITION PLAN.

WHEREAS, the Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals, and requires that all programs, services, and activities of public entities provide equal access for individuals with disabilities; and

WHEREAS, Title II of the ADA mandates that governmental agencies employing more than fifty (50) people complete a self-evaluation, develop an ADA compliant procedure, designate at least one (1) person responsible for compliance, and the development of a Transition Plan; and

WHEREAS, the City has worked with a consultant to develop the City of Shawnee Americans with Disabilities (ADA) Self-Evaluation and Transition Plan,

NOW, THEREFOR BE IT RESOLVED that the Mayor and City of Commission of Shawnee, Oklahoma, hereby adopt the City of Shawnee Americans with Disabilities (ADA) Self-Evaluation and Transition Plan.

PASSED AND APPROVED this _____ day of April, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK



City of Shawnee

Americans with Disabilities Act (ADA) Self-Evaluation & Transition Plan

April 2024

Prepared by:

Kimley»Horn

4727 Gaillardia Pkwy
Suite 250
Oklahoma City, OK 73142



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Abbreviations

ADA – Americans with Disabilities Act

ADAAG – Americans with Disabilities Act Accessibility Guidelines

CDBG – Community Development Block Grant

CID – Community Improvement District

CFR – Code of Federal Regulations

CIP – Capital Improvement Projects

DOJ – United States Department of Justice

FHWA – Federal Highway Administration

MUTCD – Manual on Uniform Traffic Control Devices

PROWAG – Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way

PSA – Programs, Services, and Activities

TAD – Tax Allocation District

TIF – Tax Increment Financing District

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1.0 Introduction

1.1 Purpose

The purpose of this Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan is to summarize the activities completed to-date related to ADA compliance and to create a roadmap for the City of Shawnee to adopt their ADA Transition Plan. Prioritization methodology for evaluating and implementing improvements was developed based on the applicable 2010 ADA Standards, 2023 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), and the details are provided in this document.

This document includes an overview of the ADA and provides recommendations for the City of Shawnee based on guidance from the Federal Highway Administration (FHWA) and U.S. Department of Justice (DOJ) to improve accessibility for the public.

1.2 Legislative Mandate

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to jobs, public accommodations, government services, public transportation, and telecommunications. Title II of the ADA also requires that all programs, services, and activities (PSAs) of public entities provide equal access for individuals with disabilities.

The City of Shawnee will undertake a comprehensive evaluation of its PSAs to determine the extent that individuals with disabilities may be restricted in their access.

1.3 ADA Self-Evaluation and Transition Plan Development Requirements and Process

The City of Shawnee is obligated to observe all requirements of Title I in its employment practices; Title II in its policies, programs, and services; any parts of Titles IV and V that apply to the City and its programs, services, or facilities; and all requirements specified in the 2010 ADA Standards and 2023 PROWAG that apply to facilities and other physical holdings.

Title II has the broadest impact on the City. Included in Title II are administrative requirements for all government entities employing more than 50 people. These administrative requirements are:

- Completion of a Self-Evaluation;
- Development of an ADA complaint procedure;
- Designation of at least one (1) person who is responsible for overseeing Title II compliance; and
- Development of a Transition Plan to schedule the removal of the barriers uncovered by the Self-Evaluation process. The Transition Plan will become a working document until all barriers have been addressed.

This document describes the process developed to complete the evaluation of the City of Shawnee's PSAs and facilities, provides possible solutions to remove programmatic barriers, and presents a Transition Plan for the modification of facilities and public rights-of way to improve accessibility, which will guide the planning and implementation of necessary program and facility modifications over the next several years. The ADA Self-Evaluation and Transition Plan is significant in that it establishes the City's ongoing commitment to the development and maintenance of PSAs and facilities that accommodate all its citizenry.

1.4 Discrimination and Accessibility

Program accessibility means that, when viewed in its entirety, each program is readily accessible to and usable by individuals with disabilities. Program accessibility is necessary not only for individuals with mobility needs, but also to individuals with sensory and cognitive disabilities.

Accessibility applies to all aspects of a program or service, including but not limited to physical access, advertisement, orientation, eligibility, participation, testing or evaluation, provision of auxiliary aids, transportation, policies, and communication.

The following are examples of elements that should be evaluated for barriers to accessibility:

1.4.1 Physical Barriers

- Parking
- Path of travel to, throughout, and between buildings and amenities
- Doors
- Service counters
- Restrooms
- Drinking fountains
- Public telephones
- Path of travel along sidewalk corridors within the public rights-of-way
- Access to pedestrian equipment at signalized intersections

1.4.2 Programmatic Barriers

- Building signage
- Customer communication and interaction
- Non-compliant sidewalks or curb ramps
- Emergency notifications, alarms, and visible signals
- Participation opportunities for City sponsored events

1.4.3 Ongoing Accessibility Improvements

City PSAs and facilities evaluated during the Self-Evaluation will continue to be evaluated on an ongoing basis, and the ADA Transition Plan will be revised to account for changes that have been or will be completed since the initial Self-Evaluation. This Plan will be posted on the City's website for review and consideration by the public.

1.4.4 City of Shawnee Approach

The purpose of the Transition Plan is to provide the framework for achieving equal access to the City of Shawnee's programs, services, activities, and facilities within a reasonable timeframe. The City's elected officials and staff believe that accommodating persons with disabilities is essential to good customer service, ensures the quality-of-life Shawnee residents seek to enjoy, and guides future improvements.

The City of Shawnee should make reasonable modifications in PSAs when the modifications are necessary to avoid discrimination based on disability, unless the City can demonstrate that making the modifications will fundamentally alter the nature of the program, service, or activity. The City of Shawnee will not place surcharges on individuals with disabilities to cover the cost involved in making PSAs accessible.

1.4.5 Exceptions and Exemptions

A municipality is not required to take any action that would create any undue financial or administrative burden for the public entity, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property.

In determining whether an alteration would impose an undue financial or administrative burden on a covered entity, factors to be considered include: (i) the nature and cost of the alteration needed; (ii) the overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility; (iii) the overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees; the number, type, and location of its facilities; and (iv) the type of operation or operations of the covered entity, including the composition, structure, and functions of the workforce of such entity; the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

In determining whether an alteration would threaten or destroy the historic significance of a historic property, the City should first confirm if the property is on the National Register of Historic Places. Based on a search of the National Register of Historic Places NPGallery Database (<https://npgallery.nps.gov/nrhp>) and the associated geodatabase (<https://irma.nps.gov/DataStore/Reference/Profile/2210280>), there are fourteen registered historical places within the City of Shawnee, but there may be other documentation available not provided on these websites. The fourteen registered places are:

- (1) Aldridge Hotel
- (2) Beard Cabin
- (3) Bell Street Historic District
- (4) Billington Building
- (5) Douglas, H.T., Mansion and Garage
- (6) Governor's Mansion
- (7) Kerfoot House
- (8) Nuckolls House
- (9) Pottawatomie County Courthouse
- (10) Santa Fe Depot
- (11) Shawnee Friends Mission
- (12) Squirrel Creek Bridge
- (13) St. Gregory's Abbey and College
- (14) Walker House

A municipality is not necessarily required to make each of its existing facilities accessible to and usable by individuals with disabilities. In the event the City determines a proposed action would generate undue financial or administrative burden, create a hazardous condition for other people, or threaten or destroy the historic significance of a historic property, a municipality has a responsibility to communicate and document the decision and the methodology used to reach it. If an action would result in such an alteration or such burdens, a municipality shall take any other actions that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits or services provided by the City.

1.5 New Construction and Alterations

If the start date for construction is on or after March 15, 2012, all newly constructed or altered state and local government facilities must comply with the 2010 ADA Standards for Accessible Design. Before that date, the 1991 Standards (without the elevator exemption), the Uniform Federal Accessibility Guidelines, or the 2010 ADA Standards may be used for such projects when the start of construction commences on or after September 15, 2010.

The most recent standard is the 2010 ADA Standards for Accessible Design, which sets the minimum requirements – both scoping and technical – for newly designed and constructed or altered state and local government facilities, public accommodations, and commercial facilities to be readily accessible to and usable by individuals with disabilities. It is effectuated from 28 Code of Federal Regulations (CFR) 35.151 and the 2004 Americans with Disabilities Act Accessibility Guidelines (ADAAG). However, the FHWA and DOJ recommend using PROWAG for designing facilities within the public rights-of-way as a best practice until it is adopted at the federal level. The Manual on Uniform Traffic Control Devices (MUTCD) is also incorporated by reference within PROWAG. It is recommended that the City of Shawnee adopt PROWAG so that it becomes an enforceable document for all City projects within the public rights-of-way, regardless of its adoption status at the state and federal level.

2010 ADA Standards for Accessible Design

The Department of Justice's revised regulations for Titles II and III of the Americans with Disabilities Act of 1990 (ADA) were published in the Federal Register on September 15, 2010. These regulations adopted revised, enforceable accessibility standards called the 2010 ADA Standards for Accessible Design, "2010 Standards." On March 15, 2012, compliance with the 2010 Standards was required for new construction and alterations under Titles II and III. March 15, 2012 is also the compliance date for using the 2010 Standards for program accessibility and barrier removal.

PROWAG

The U.S. Access Board recently published new guidelines under the ADA and the Architectural Barriers Act (ABA) that address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public rights-of-way. These guidelines also review shared use paths, which are designed primarily for use by bicyclists and pedestrians for transportation and recreation purposes. PROWAG provides minimum guidelines for the accessibility of pedestrian facilities in the public rights-of-way. When these guidelines are adopted, with or without modifications, as accessibility standards in regulations issued by other federal agencies implementing the ADA, Section 504 of the Rehabilitation Act, and the ABA, compliance with those enforceable accessibility standards is mandatory. The final rule was published on August 8, 2023, and becomes effective on September 7, 2023. PROWAG is the recommended best practice and can be considered the state of the practice that could be followed for areas not fully addressed by the 2010 ADA Standards.

MUTCD

Traffic control devices shall be defined as all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road open to public travel by authority of a public agency or official having jurisdiction, or, in the case of a private road, by authority of the private owner or private official having jurisdiction. The Manual on Uniform Traffic Control Devices is incorporated by reference in 23 CFR, Part 655, Subpart F and shall be recognized as the national standard for all traffic control devices installed on any street, highway, bikeway, or private road open to public travel in accordance with 23 U.S.C. 109(d) and 402(a). The policies and procedures of the FHWA to obtain basic uniformity of traffic control devices shall be as described in 23 CFR 655, Subpart F.

1.6 Maintenance Versus Alterations

The United States DOJ has issued a briefing memorandum on clarification of maintenance versus alteration projects. Information contained in the briefing memorandum is below. This clarification regarding when curb ramp installation is required as part of a project can be used as a reference for City of Shawnee staff who regularly are involved in maintenance and alteration projects.

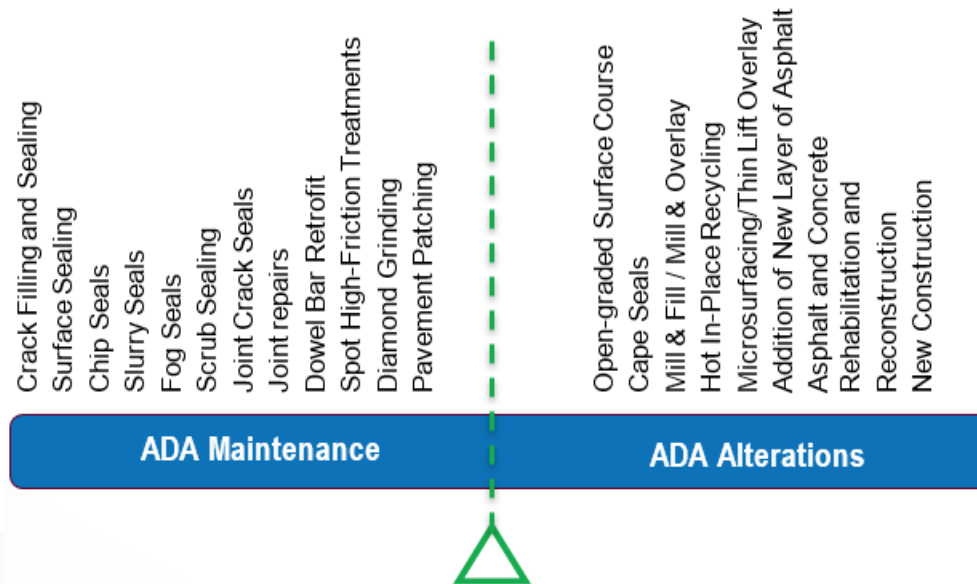
The Americans with Disabilities Act of 1990 (ADA) is a civil rights statute prohibiting discrimination against persons with disabilities in all aspects of life, including transportation, based on regulations promulgated by the United States DOJ. DOJ's regulations require accessible planning, design, and construction to integrate people with disabilities into mainstream society. Further, these laws require that public entities responsible for operating and maintaining the public rights-of-way do not discriminate in their programs and activities against persons with disabilities. FHWA's ADA program implements the DOJ regulations through delegated authority to ensure that pedestrians with disabilities have the opportunity to use the transportation system's pedestrian facilities in an accessible and safe manner.

FHWA and DOJ met in March 2012 and March 2013 to clarify guidance on the ADA's requirements for constructing curb ramps on resurfacing projects. Projects deemed to be alterations must include curb ramps within the scope of the project.

This clarification provides a single Federal policy that identifies specific asphalt and concrete-pavement repair treatments that are considered to be alterations – requiring installation of curb ramps within the scope of the project – and those that are considered to be maintenance, which do not require curb ramps at the time of the improvement. Figure 1 provides a summary of the types of projects that fall within maintenance versus alterations.

This approach clearly identifies the types of structural treatments that both DOJ and FHWA agree require curb ramps (when there is a pedestrian walkway with a prepared surface for pedestrian use and a curb, elevation, or other barrier between the street and the walkway) and furthers the goal of the ADA to provide increased accessibility to the public right-of-way for persons with disabilities. This single Federal policy will provide for increased consistency and improved enforcement.

Figure 1. Maintenance versus Alteration Projects



Source: DOJ Briefing Memorandum on Maintenance versus Alteration Projects

1.7 FHWA Guidance on Closing Pedestrian Crossings

An alteration that decreases or has the effect of decreasing the accessibility of a facility below the requirements for new construction at the time of the alteration is prohibited. For example, the removal of an existing curb ramp or sidewalk (without equivalent replacement) is prohibited. However, the FHWA has indicated a crossing may be closed if an engineering study (performed by the City and not included in the scope of this Transition Plan) determines the crossing is not safe for any user. The crossing should be closed by doing the following:

- A physical barrier is required to close a crossing at an intersection. FHWA has determined that a strip of grass between the sidewalk and the curb is acceptable as a physical barrier.
- A sign should be used to communicate the closure.

Agencies wishing to close certain intersection crossings should have a reasonable and consistent policy on when to do so written in their Transition Plan or as a standalone document. If safety concerns are established by an engineering study, a pedestrian crossing should not be accommodated for any user. The City of Shawnee will only consider closing an existing pedestrian crossing if it is determined to be unsafe by an engineering study.

1.8 Existing City Programs that Implement ADA Upgrades

The City of Shawnee currently implements ADA compliant designs through the following efforts:

- The City's Engineering Design Manual and details included with the Unified Development Code are compliant with PROWAG. This allows the City to implement ADA compliant designs on projects throughout the City.

- The City's sidewalk improvement and replacement plan is included within the City's Capital Improvement Project (CIP) list, which has been approved for projects scheduled for 2024-2028 at the time of preparation of this ADA Transition Plan Update. The City's CIP is reviewed every two years.

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2.0 Public Outreach

Public outreach efforts including the development of a public access survey and associated interactive online map are anticipated to occur in later phases of the Transition Plan.

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3.0 Self-Evaluation and Summary of Findings

The City of Shawnee's Americans with Disabilities Act Transition Plan will include the results of a comprehensive review of the programs, services, and activities provided to employees and the public. The Plan will also include the findings from facility evaluations of all City-owned/maintained buildings and associated parking lots, park amenities and associated parking lots, park sidewalk and associated curb ramps, signalized intersections, and public rights-of-way sidewalks and associated curb ramps.

3.1 Programs, Services, and Activities Review

Under the ADA, the City of Shawnee is required to complete a Self-Evaluation of the City's programs, policies, and practices. The Self-Evaluation identifies and provides possible solutions to those policies and practices that are inconsistent with Title II requirements. To be compliant, the Self-Evaluation should consider all the City's programs, services, and activities, as well as the policies and practices the City uses to implement its various programs and services.

To comply with requirements of the plan, the City must take corrective measures to achieve program accessibility through several methods, including, but not limited to:

- (1) Relocation of programs to accessible facilities;
- (2) Modifications to existing programs so they are offered in an accessible manner;
- (3) Structural methods such as altering an existing facility;
- (4) Policy modifications to ensure nondiscrimination; and
- (5) Auxiliary aids needed to provide effective communication.

When choosing a method of providing program access, the City should attempt to give priority to the method that promotes inclusion among all users, including individuals with disabilities.

PSAs offered by the City to the public must be accessible. Accessibility applies to all aspects of a program, service, or activity, including advertisement, orientation, eligibility, participation, testing or evaluation, physical access, provision of auxiliary aids, transportation, policies, and communication.

However, the City does not have to take any action that will result in a fundamental alteration in the nature of a program or activity, create a hazardous condition for other people, or result in an undue financial and/or administrative burden. This determination should generally be made by the ADA/504 Coordinator and/or an authorized designee of the City, such as the City Mayor or their designee, and must be accompanied by a written statement detailing the reasons for reaching the determination.

The determination of undue burden must be based on an evaluation of all resources available for use. If a barrier removal action is judged unduly burdensome, the City must consider all other options for providing access that will ensure that individuals with disabilities receive the benefits and services of the program or activity. This process must be fully documented.

3.1.1 ADA/504 Coordinator (Title I / Title II)

Under the ADA Title II, when a public entity has 50 or more employees based on an entity-wide employee total count, the entity is required to designate at least one (1) qualified responsible employee to coordinate compliance with ADA requirements. The name, office address, and telephone number of this individual must be available and advertised to employees and the public. This allows for someone to assist with questions and concerns regarding disability discrimination to be easily identified.

The City of Shawnee has appointed Danny Vise, Jr. as ADA/504 Coordinator for Title I and Title II. Below is the ADA Coordinator's contact information.

Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
City Manager's Office
16 West 9th St
Shawnee, OK 74801
Office: 405-878-1601
OK Relay: 7-1-1
Danny.Vise@shawneeok.org

The ADA/504 Coordinator contact information must be provided to interested parties. The following distribution methods should be considered:

- Post on the City website;
- Prominently display in common areas that are accessible to all employees and areas open to the public;
- Provide in materials that are distributed by the City for meetings and events where requests for auxiliary aids or services for effective communication might be needed; and
- Provide in materials that are distributed by the City where ADA questions or concerns may arise.

The City ADA Coordinator's information has been posted on the City's website here:

<https://www.shawneeok.org/community/accessibility.php>

3.1.2 Roles and Responsibilities of the ADA/504 Coordinator

Below is a list of qualifications for ADA Coordinators that are recommended by U.S. Department of Justice:

- Familiarity with the entity's structures, activities, and employees;
- Knowledge of the ADA and other laws addressing the rights of people with disabilities, such as Section 504 of the Rehabilitation Act;
- Experience with people with a broad range of disabilities;
- Knowledge of various alternative formats and alternative technologies that enable individuals with disabilities to communicate, participate, and perform tasks;
- Ability to work cooperatively with local entities and people with disabilities;
- Familiarity with any local disability advocacy groups or other disability groups;
- Skills and training in negotiation and mediation; and
- Organizational and analytical skills.

The responsibilities of the ADA/504 Coordinator include coordinating the City's efforts to comply with Title II and investigating any complaints related to potential violations of Title II. The role of the ADA Coordinator typically

includes being the primary contact when members of the public request an auxiliary aid or service for effective communication, such as a sign language interpreter or documents in Braille. An effective ADA Coordinator will be able to efficiently assist people with disabilities with their questions. These roles and responsibilities are consistent with the Department of Justice's guidance for "An Effective ADA Coordinator"

(<https://www.ada.gov/pcatoolkit/chap2toolkit.htm>).

3.1.3 ADA Grievance Policy, Procedure, and Form with Appeal Process for the ADA

Local governments with 50 or more employees are required to adopt and publish procedures for resolving grievances in a prompt and fair manner that may arise under Title II of the ADA. The purpose of the ADA grievance procedure is to provide a mechanism for the resolution of discrimination issues at the City level, rather than require the complainant to resort to resolution at the federal level. Neither Title II nor its implementing regulations describe what ADA grievance procedures must include; however, the U.S. Department of Justice suggests the following content:

- A description of how and where a complaint under Title II may be filed with the government entity;
- If a written complaint is required, a statement notifying potential complainants that alternative means of filing will be available to people with disabilities who require such an alternative;
- A description of the timeframes and processes to be followed by the complainant and the government entity;
- Information on how to appeal an adverse decision; and
- A statement of how long complaint files will be retained.

The City of Shawnee ADA Title II ADA Grievance Policy, Procedure, and Form were updated in April 2022. Copies of the City's Title II Grievance Procedure and Form are provided in **Appendix A**. These documents are available on the City's website here: <https://www.shawneeok.org/community/accessibility.php>

3.1.4 Public Notice Under the ADA

The ADA public notice requirement applies to all state and local governments covered by Title II, including entities with fewer than 50 employees. The target audience for the public notice includes applicants, beneficiaries, and other people interested in the entity's programs, services, and activities. This notice is required to include information regarding Title II of the ADA and how it applies to the programs, services, and activities of the public entity. The Department of Justice suggests including brief statements about:

- Employment;
- Effective communication;
- Making reasonable modifications to policies and programs;
- Not placing surcharges on modifications or auxiliary aids and services; and
- Filing complaints.

The notice should also include the name and contact information of the ADA/504 Coordinator. Publishing and publicizing the ADA notice is not a one-time requirement. State and local government entities should provide the information on an ongoing basis, whenever necessary. DOJ suggestions for ways to provide notice are provided at: <https://www.ada.gov/pcatoolkit/chap2toolkit.htm>.

Public Notice Under the ADA: Completed Actions

The City of Shawnee Public Notice Under the ADA was developed in April 2023. A copy of the City's Public Notice Under the ADA is provided in **Appendix A**. Publicizing the ADA notice is not a one-time requirement, and the City will

provide the information on an ongoing basis, whenever necessary. The City of Shawnee ADA public notice is posted on the City's website here: <https://www.shawneeok.org/community/accessibility.php>

3.2 Program, Services, and Activities Inventory and Self-Evaluation

The City of Shawnee plans to compile a list of all City programs, services, and activities required to be reviewed for compliance with Title II of the ADA. The City will evaluate the current status regarding ADA requirements including eligibility requirements, participation requirements, facilities used, staff training, tours, transportation, communication, notifications, public meetings, the use of contracted services, purchasing, maintenance of accessible features, and emergency procedures.

Updates to the City's Transition Plan will be made to include findings and possible solutions for identified barriers as the inventory and Self-Evaluation of these PSAs are completed.

3.3 Facility Evaluation Action Plan

The Federal Highway Administration (FHWA) has provided guidance on the ADA Transition Plan process in their "INFORMATION: ADA Transition Plans" memo dated June 27, 2019 (see **Appendix B**). While this memo specifically addresses state departments of transportation, FHWA also recommends this guidance for local municipalities until municipality-specific guidance is developed by FHWA. Provided in the memo is a checklist for elements to be included in an ADA Transition Plan and other ADA requirements that agencies must fulfill.

Items included in the FHWA checklist related to the public rights-of-way are:

- **Inventory of Barriers** (identification of physical obstacles)
 - Identify intersection information, including curb ramps and other associated accessibility elements.
 - Require an Action Plan to develop an inventory of sidewalks (slopes, obstructions, protruding objects, changes in level, etc.), signals (including accessible pedestrian signals), bus stops (bus pads), buildings, parking, rest areas (tourist areas, picnic areas, visitor centers, etc.), mixed use trails, linkages to transit.
 - Discuss jurisdictional issues/responsibilities for sidewalks.
- **Schedule**
 - Show a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects).
 - Show a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA.
 - Schedule should include prioritization information, planning, and investments directed at eliminating other identified barriers over time.
 - Dedicate resources to eliminate identified ADA deficiencies.
- **Implementation Methods**
 - Describe the methods that will be used to make the facilities accessible and include the governing standard (e.g., 2010 ADA Standards, 2023 PROWAG).

The City of Shawnee has evaluated approximately half of their public rights-of-way sidewalk network for compliance with 2023 PROWAG through the 2023. The City plans to continue to evaluate all City-owned and/or maintained facilities for compliance with 2010 ADA Standards for Accessible Design and 2023 PROWAG in subsequent project phases to monitor the condition of their facilities.

3.4 Existing Facility Inventory

The first step in completing a Self-Evaluation for physical facilities is understanding what facilities the City is responsible for maintaining and where each of these facilities is located. The existing facility inventory includes all City-owned or maintained buildings, parks, signalized intersections, sidewalk corridors, and unsignalized intersections and driveways along sidewalk corridors. The City completed the development of an updated facility inventory in 2023 and the results are documented in the following sections.

3.4.1 Buildings

The City of Shawnee owns and maintains 23 buildings that are open to the public. **Table 1** is a list of all City of Shawnee-owned buildings.

Table 1. Summary of Buildings to be Reviewed

Buildings	
Location Name	Property Address
1. City Hall Annex	222 N Broadway
2. City Hall	16 W 9th St
3. Fire Station HQ	16 W 9th St
4. Shawnee Regional Airport	2202 N Airport Dr
5. Shawnee Animal Shelter	1502 N Leo St Ave
6. Public Works Main Building	111 S Kickapoo St
7. Public Library	101 N Philadelphia
8. Santa Fe Depot Museum	614 E Main St
9. Fire Station 2	1401 N Bryan
10. Auditorium	400 N Bell Ave
11. Senior Center	401 N Bell Ave
12. South Community Center	804 S Park Ave
13. CDBG Building	227 N Broadway Ave Suite C
14. PD	912 E Independence St
15. Cemetery Main Office	1400 N Center Ave
16. Cemetery	1480 N Center Ave
17. Park Restroom	1423 N Center Ave
18. 518 S Beard	518 S Beard
19. Expo Center	1700 W Independence St
20. Shawnee Pool	101 E Highland St
21. Vyve Broadband	N Airport Dr and W Saratoga St
22. DPS	1821 N Airport Dr
23. Carnegie Library	331 N Broadway Ave

All buildings with public access will be evaluated for compliance with the 2010 ADA Standards for Accessible Design and PROWAG, including parking lots, path of travel from the parking lot to the building, access into the building, signage, drinking fountains, telephones, bathrooms, and counter heights.

If a City of Shawnee employee requests an accommodation to be able to work at one of the buildings without public access, the City will evaluate the property at the time of the request. A map of the buildings within the City of Shawnee is included in [Appendix C](#).

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3.4.2 Parks

The City of Shawnee owns and maintains 34 parks. **Table 2** is a list of all City of Shawnee-owned parks.

Table 2. Summary of Parks to be Reviewed

Parks	
Location Name	Property Address
1. Farrall Park	W Hayes St & S Park Ave
2. Glenn Collins Memorial Park (Stonehenge)	Belcher Rd & Homer Lane Rd
3. Milstead Park	E Walnut St & S Harrison Ave
4. Chastain Park	S Harrison Ave & E Oakland St
5. Rose Garden Park	E Franklin St & N Broadway Ave
6. Wildwood Park	W Severn St & N Park Ave
7. Kenwood Park	E Independence St & English Dr
8. Redbud Park	W Dill St & N Beard Ave
9. Woodland Park	E Highland St & N Broadway Ave
10. Lilac Park	E Edwards St & N Patchin Ave
11. Briscoe Boy Scout Park	E Main St & N Pesotum Ave
12. Dean Weigant Park	W Rosa St & N Leo Ave
13. Optimist Park	W 34th St & N Market Ave
14. Isaac Walton Lake Park	Lake Rd dead end
15. No. 2 Lake Park	Belcher Rd & No 2 Dam Rd
16. Shawnee Twin Lakes Shooting Range	Patterson Rd & Hardesty Rd
17. Paul Duffield Tennis Complex	111 N Kennedy Ave
18. Celebration of Life Park	E Main St & S Philadelphia Ave
19. Kidspace Park	E Wayne St & N Center Ave
20. Mihura Park	Hardesty Dr & Pine Ridge Rd
21. Tom Terry Park	W Main St & N Broadway Ave
22. Veteran's Memorial	407 N Broadway Ave
23. Kiwanis Park	Patterson Rd dead end
24. Rose Dale Park	E Drummond St & N Philadelphia Ave
25. Larch-Miller Park	N Hobson Ave & Bruce St
26. Lions Club Park	W Federal St & Airport Dr
27. Strickland Park	W Kirk St & N Chapman Ave
28. Jefferson Circle Park	W Dill St & N Chapman Ave
29. Dunbar Park	E Hayes St & S Oklahoma Ave
30. Wyatt Park (proposed)	W 37th St & N Beard Ave
31. Centennial Park	E Main St & S Pennsylvania Ave
32. Mary Maxine Williamson Dog Park	Hwy 177 & Darrien Gordon Dr
33. Expo Center	1700 W Independence
34. Japanese Rock Garden	1644 N Airport Dr

All existing parks will be evaluated for compliance with the 2010 ADA Standards for Accessible Design and PROWAG, including parking lots, path of travel from the parking lot to the park amenities, access into facilities, signage, drinking fountains and restrooms. A map of the parks within the City of Shawnee is included in **Appendix C**.

3.4.3 Signalized Intersections

The City of Shawnee owns and maintains forty-three (43) signalized intersections.

A map of the signalized intersections within the City of Shawnee is included in **Appendix C**.

3.4.4 Sidewalk Corridors

Using aerial imagery, the City developed a GIS-based inventory of City-maintained sidewalk corridors and cross street locations along these corridors. Based on the inventory, the City of Shawnee maintains approximately 70 miles of sidewalk corridors, including pedestrian street and driveway crossings. There are approximately 493 unsignalized intersections along the City-maintained sidewalk corridors. Additionally, there are five (5) locations where City-maintained sidewalk intersects an existing railroad crossing.

All City-maintained pedestrian paths of travel will be evaluated for compliance with PROWAG based on the conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, pedestrian crossings at driveway openings, and pedestrian crossings at unsignalized intersections with cross streets. At intersections where existing sidewalk does not cross the curb and curb ramps are not installed, no evaluations are needed. Locations where curb ramps are missing, but are required, will also be identified, and included in the Transition Plan.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped areas at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 Standards for Accessible Design, Section 4.7 Curb Ramp, which states, "curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb." For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 Standards for Accessible Design, Section 35.151 of 28 CFR Part 35, New Construction and Alterations, which states, "newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at any intersection having curbs or other barriers to entry at intersections to streets, roads, or highways."

A map of the sidewalk corridors to be evaluated is included in **Appendix C**.

3.4.5 Facility Inventory Summary

Based on the completed inventory, the City has identified the following facilities for future evaluation:

- 23 buildings;
- 34 parks;
- 43 signalized intersections;
- 70 miles of sidewalk;
- 493 unsignalized intersections and 5 pedestrian railroad crossings along the sidewalk corridors

3.5 City of Shawnee Self-Evaluation Action Plan

This City's Facility Evaluation Action Plan assigns an evaluation priority level to all inventoried facilities, which allows the City to prepare a schedule to complete the evaluations.

Phased Facility Evaluation Approach

All facilities must be evaluated as part of an agency's overall ADA Transition Plan. The City plans to phase the evaluation of facilities over the next several fiscal years.

Minimizing risk for pedestrians and risk for litigation are the City's goals when determining the order in which to evaluate facilities. The facility evaluation priority levels were determined based on the following factors:

- **Number of existing complaints** – Locations with complaints identified by the public as problem areas should be evaluated as soon as possible to determine if the complaints are valid.
- **Proximity to pedestrian attractors** – Locations near pedestrian attractors (e.g., hospitals, retirement facilities, medical offices, parking garages, major employers, disability service providers, event facilities, bus or transit stop/routes, schools, government and public facilities, parks, libraries, and churches) are more likely to have a higher risk compared to those locations without pedestrian attractors.
- **Proximity to residential areas** – Locations near residential areas are more likely to have a higher risk than those locations adjacent to industrial areas where pedestrians are less likely to travel.
- **Number of crashes** – Locations with pedestrian-related crashes should be evaluated to determine if there is a design reason for the crashes.
- **Age of facility** – Facilities constructed after July 26, 1991 are a higher risk than those constructed before the 1991 Standards for Accessible Design were published since they were constructed out of compliance.
- **Roadway functional classification** – Arterials typically have higher pedestrian activity than local roadways and may be a higher risk.
- **Pedestrian/vehicle volumes** – Higher pedestrian/vehicle volume roadways are more likely to have higher risk than lower volume pedestrian/vehicle roadways. Pedestrian volumes may be quantified using indicators such as number of pedestrian actuations at signalized intersections.
- **Existing sidewalks** – The ADA does not require sidewalks to be installed, but existing sidewalks must be compliant, and the accessible route must be maintained in an accessible condition. Locations with existing sidewalks are a higher risk than locations without existing sidewalks.
- **Public input** – Receiving and taking into consideration feedback from the public to better understand their concerns is recommended. While formal complaints may not have been filed, areas of concern to the public are more likely to have a higher risk for litigation if an issue exists and the City does not respond and/or doesn't make any improvements.

Other factors to consider include:

- **Spatial distribution of facilities** – Selecting facilities to be evaluated evenly across different areas of the City or Council districts might be more well-received by the public, assuming all the risk factors above are equal.
- **Facility type** – Selecting a variety of different facilities to be evaluated during each phase instead of evaluating only one facility type may provide a better understanding of your high-risk areas. If the sidewalks evaluated are determined to be mostly compliant and the curb ramps evaluated are determined to be mostly non-compliant, the City may want to consider including a higher percentage of curb ramps during the next phase of evaluations.

Upcoming Capital Improvement Projects (CIP) – If curb ramps will be completely removed and replaced as part of an upcoming project, the ADA compliance of the new construction should be confirmed during construction inspections and resources would be better spent evaluating curb ramps that are not planned for reconstruction.

The final step is to execute the Facility Evaluation Action Plan. The Action Plan may be modified as needed during and in between Transition Plan phases to account for lessons learned or budget changes.

3.6 Schedule and Implementation Methods

It is acceptable for the City to phase the Self-Evaluation over several fiscal years; however, the DOJ and FHWA will not consider the initiative to be complete until all evaluations have been completed. The City should determine and document in the Transition Plan the anticipated number of years required to complete the Self-Evaluation of City programs, services, activities, and facilities identified in **Section 3.2 Program, Services, and Activities Inventory and Self-Evaluation** and **Section 3.4 Existing Facility Inventory**.

After the Self-Evaluation is complete, possible solutions have been identified, and cost estimates have been determined for each improvement, an implementation plan can be developed. Depending on the estimated cost of improvements, a typical implementation plan for an entity the size of the City of Shawnee can range from 10 to 15 years. The implementation plan needs to show both a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short-term (planned capital improvement projects) and a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA. The implementation plan should also include prioritization information, planning, and investments directed at eliminating other identified barriers over time.

3.7 Facilities Review

The City of Shawnee has completed an evaluation of approximately half of the City's sidewalk network (38 miles) and approximately 660 curb ramps. The evaluations completed by City staff started in 2010 and have been accelerated starting in 2020 and continuing through 2023. High level findings from the sidewalk and curb ramp evaluations are summarized in **Section 3.7.1**.

3.7.1 Sidewalk Corridors

The sidewalk corridor evaluations documented conditions and measurements along the pedestrian path of travel, which includes the sidewalk, curb ramps, and pedestrian crossings at driveway openings. Approximately 38 miles of sidewalk have been evaluated.

Sidewalk Corridors: Self-Evaluation Findings

Common issues along the sidewalk corridors were excessive sidewalk cross slopes, vertical surface discontinuities that caused excessive level changes, and temporary obstructions in the sidewalk or path of travel such as weeds and low hanging branches. A summary of the sidewalk issues is provided in **Table 3**.

Common curb ramp issues at unsignalized intersections along the sidewalk corridors included missing or non-compliant detectable warning surfaces, excessive curb ramp cross slopes, insufficient curb ramp landing dimensions, and excessive ramp running slopes. A summary of the unsignalized intersection curb ramp issues is provided in **Table 4**. Non-compliant curb ramps, sidewalk, and pedestrian paths of travel along driveways and street crossings at unsignalized interactions are recommended to be removed and replaced.

The ADA of 1990, Section 35.150, Existing Facilities, requires that the Transition Plan include a schedule for providing curb ramps or other sloped areas at existing pedestrian walkways, which applies to all facilities constructed prior to 1992. For any sidewalk installations constructed from 1992 to March 15, 2012, the curb ramps should have been installed as part of the sidewalk construction project per the 1991 Standards for Accessible Design, Section 4.7

Curb Ramp, which states, “curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.” For sidewalk installations constructed on or after March 15, 2012, similar guidance is provided in the 2010 Standards for Accessible Design, Section 35.151 of 28 Code of Federal Regulations (CFR) Part 35, New Construction and Alterations, which states, “newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped area at any intersection having curb or other sloped area at intersections to streets, roads, or highways.”

Sidewalk Corridors: Possible Solutions

To meet the federal requirements for curb ramp installations, the following recommendations are provided:

- Where sidewalk leads up to the curb at an intersection, both parallel and perpendicular to the project corridor, two (2) directional curb ramps are recommended to be installed where geometry permits. PROWAG requires two (2) directional curb ramps be installed during modifications unless there are existing physical constraints.
- Where sidewalk parallel to the project corridor leads up to the curb at a driveway, directional curbs ramps are recommended to be installed to serve the driveway crossing.
- Where diagonal curb ramps were installed with the intent to serve a side-street crossing only, receiving curb ramps are still required to be installed on the opposite side of the major street. However, an engineering study should be performed prior to the installation of the receiving curb ramps to determine if the major street crossing is safe to accommodate. If the engineering study determines the major street crossing is unsafe to accommodate, the existing diagonal curb ramps should be removed and replaced with directional curb ramps in addition to the other requirements noted in [Section 1.7 Federal Highway Administration \(FHWA\) Guidance on Closing Pedestrian Crossings](#).

Table 3. Summary of Sidewalk Issues

2010 Sidewalk Evaluation Summary	
Sidewalk Element	Length (miles)
Overgrown Vegetation (Elevation Changes > 1/4")	1.8
Tree Roots Causing Heaving (Elevation Changes > 1/4")	0.2
Raised Panels (Elevation Changes > 1/4")	2.1
Excessive Cross Slope (> 2%)	0.0
Missing Sidewalk (Gaps in Connectivity)	0.1
Total Sidewalk Evaluated (2010)	4.3
2020-2023 Sidewalk Evaluation Summary	
Sidewalk Element	Length (miles)
Overgrown Vegetation (Elevation Changes > 1/4")	1.5
Raised Panels (Elevation Changes > 1/4")	1.9
Excessive Cross Slope (> 2%)	7.0
Excessive Running/Longitudinal Slope (>5% and Does Not Match Slope of Adjacent Roadway)	0.5
Insufficient Width (< 48")	0.2
Missing Sidewalk (Gaps in Connectivity)	0.1
Compliant Sidewalk	22.4
Total Sidewalk Evaluated (2020-2023)	33.6

Table 4. Summary of Curb Ramp Issues

Curb Ramp Element	Number Evaluated	Number Non-Compliant	Percent Non-Compliant
Insufficient Curb Ramp Landing Dimensions (> 5'x5')	662	13	2.0%
Curb Ramp Cross Slope > 2.0%	662	52	7.9%
Curb Ramp Running Slope > 8.3%	662	115	17.4%
Non-compliant or Missing Detectable Warning Surface	662	303	45.8%

3.8 Prioritization

To aid in the development of the implementation plan, prioritization information should be provided for each facility with identified compliance issues. **Table 5**, **Table 6**, and **Table 7** provide proposed prioritization criteria for buildings/parks, intersections (both signalized and unsignalized), and sidewalk corridors. All compliance elements included in the prioritization schedule are based on requirements from the 2010 ADA Standards for Accessible Design and PROWAG. While every effort will be made to design and implement improvements to be consistent with the 2010 ADA Standards for Accessible Design and PROWAG, the City will provide access to the maximum extent feasible where full compliance is technically infeasible. The priorities were assigned based on DOJ priorities for facility access, previous project experience, and case law with respect to the severity of non-compliance. FHWA and DOJ have not provided any guidance on how to prioritize issues, only that prioritization information should be included as part of the schedule; however, best practices suggest that the prioritization methodology and resulting thresholds be first based on the severity of non-compliance (i.e., dangerous condition) and then second based on the barrier's proximity to pedestrian attractors (e.g., adjacent to a hospital or governmental facility with high daily pedestrian traffic). Since raw data is recommended to be collected during the Self-Evaluation, all data needed for prioritization should already be contained in the database with the exception of known complaints and proximity to pedestrian attractors. To streamline the prioritization of each facility, the proximity to pedestrian attractors should be collected when the elements contained within the 2010 ADA Standards for Accessible Design and PROWAG are evaluated.

Sidewalk corridors include the entire pedestrian path of travel, including sidewalk, cross streets, and driveways. When prioritizing a sidewalk corridor, priorities for the entire pedestrian path of travel should be reported together. However, for project design and costing purposes, the recommended improvements for cross streets are more appropriately reported with the rest of the intersection improvements.

It should also be noted that sidewalks are not required by the ADA, but if they are installed, sidewalks must be compliant. Therefore, missing sidewalk segments are given a low priority.

To determine the priority for each facility, the raw data should be compared to the criteria in **Table 5**, **Table 6**, and **Table 7**. To do this, start at Priority 1 and determine if any of the criteria apply. If yes, assign the facility a priority of 1. If no, move to Priority 2 and determine if any of the criteria apply. This process should be repeated until a priority has been assigned to all intersections and each sidewalk corridor segment.

3.8.1 Prioritization Factors for Facilities

Buildings and parks are prioritized on a 12-point scale, which is defined in **Table 5**. This prioritization methodology was developed by the Consultant Team to aid the City in determining how the building should be prioritized for improvements based on the severity of non-compliance with ADA.

Signalized and unsignalized intersections are prioritized on a 13-point scale, which is defined in **Table 6**. This prioritization methodology was developed by the Consultant Team to aid the City in determining which unsignalized intersections should be prioritized for improvements over other unsignalized intersections based on the severity of non-compliance with ADA.

Sidewalk corridors are prioritized on a 3-point scale and were given a priority of either "High", "Medium", or "Low" based on the severity of non-compliance, which is defined in **Table 7**. Compliant segments of the sidewalk corridor are given a priority label of "Compliant".

Table 5. Prioritization Factors for Buildings/Parks

Priority	Criteria
1 (high)	Complaint known or safety concern
2 (high)	• Element is more than twice the allowable requirement. No known complaint. • AND (for exterior conditions) location is near a hospital, school, transit stop, government building, or other pedestrian attractor.
3 (high)	• Element is more than twice the allowable requirement. No known complaint. • AND (for exterior conditions) location is not near a hospital, school, transit stop, government building, or other pedestrian attractor.
4 (high)	Issues with parking or exterior conditions (DOJ level 1) – moderately out of compliance
5 (medium)	Issues with access to goods and services (DOJ level 2) – severely out of compliance
6 (medium)	Issues with: • Access to goods and services (DOJ level 2) – moderately out of compliance; • Parking or exterior conditions (DOJ level 1) – minimally out of compliance; OR • Restrooms (DOJ level 3) – severely out of compliance
7 (medium)	Issues with: • Access to goods and services (DOJ level 2) – minimally out of compliance; • Restrooms (DOJ level 3) – moderately out of compliance; OR • Drinking fountains or public phones (DOJ level 4 & 5) – severely out of compliance
8 (medium)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - moderately out of compliance
9 (low)	Issues with restrooms (DOJ level 3) – minimally out of compliance
10 (low)	Issues with drinking fountains or public phones (DOJ level 4 & 5) - minimally out of compliance
11 (low)	• Client is a Title II agency; AND • Elements out of compliance, but may be able to be handled programmatically or do not need to be handled unless or until the agency hires a person with a disability
12 (low)	Element is fully compliant with an older standard (safe-harbored), but will need to be brought into compliance with current standards if altered

Table 6. Prioritization Factors for Signalized and Unsignalized Intersections

Priority	Criteria
1 (high)	Complaint filed on curb ramp or intersection
2 (high)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
3 (high)	• No curb ramp where sidewalk or pedestrian path exists AND within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
4 (high)	No curb ramps, but striped crosswalk exists
5 (medium)	Existing curb ramp with any of the following conditions: • Running slope > 12% • Cross slope > 7% • Obstruction to or in the curb ramp or landing • Level change > ¼ inch at the bottom of the curb ramp • No detectable warnings AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
6 (medium)	• No curb ramp where sidewalk or pedestrian path exists AND NOT within a couple of blocks of a hospital, retirement facility, medical facility, parking garage, major employer, disability service provider, event facility, bus/transit stop, school, government facility, public facility, park, library, or church, based on field observations.
7 (medium)	Existing diagonal curb ramp (serving both crossing directions on the corner) is non-compliant and should be replaced with two curb ramps, one serving each crossing direction on the corner.
8 (medium)	Existing curb ramp with any of the following conditions: • Cross slope > 5% • Width < 36 inches • Median/island crossings that are inaccessible
9 (low)	Existing curb ramp with either running slope between 8.3% and 11.9% or insufficient turning space
10 (low)	Existing diagonal curb ramp without a 48-inch extension into the crosswalk
11 (low)	Existing pedestrian push button is not accessible from the sidewalk and/or curb ramp
12 (low)	Existing curb ramp with returned curbs where pedestrian travel across the curb is not protected
13 (low)	All other intersections not prioritized above

Table 7. Prioritization Factors for Sidewalk Corridors

Criteria	Priority		
	1 (high)	2 (medium)	3 (low)
Cross slope of sidewalk is greater than 2%	Value > 3.5%	3.5% ≥ Value > 2.0%	
Width of sidewalk is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Obstruction present along sidewalk	Obstruction - Permanent	Obstruction - Temporary	
Heaving, sinking, or cracking present on sidewalk	Heaving Sinking Cracking		
Ponding on sidewalk		Ponding	
Missing sidewalk			Missing Sidewalk
Signalized cross street cross slope is greater than 5%	Value > 9.0%	9.0% ≥ Value ≥ 7.0%	7.0% > Value > 5.0%
Unsignalized cross street cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Cross street running slope is greater than 5%	Value > 7.0%	7.0% ≥ Value ≥ 6.0%	6.0% > Value > 5.0%
Driveway sidewalk width is less than 48 inches	Value ≤ 36.0"	36.0" < Value < 42.0"	42.0" < Value < 48.0"
Driveway (or sidewalk if applicable) cross slope is greater than 2%	Value > 6.0%	6.0% ≥ Value ≥ 4.0%	4.0% > Value > 2.0%
Driveway (or sidewalk if applicable) condition is poor or safety concern	Elevation change greater than 1/2 inch or gaps greater than 1 inch	Elevation change between 1/4 inch and 1/2 inch or gaps between 1/2 inch and 1 inch	
Railroad crossing excessive sidewalk vertical discontinuity	Elevation change greater than 1/4 inch or gaps greater than 1 inch)		
Railroad crossing prefabricated plate is plastic or does not exist	Yes – Plastic or No		
Railroad crossing flangeway gap > 3 inches (freight) or flangeway gap > 2.5 inches (non-fright)	Value > 3.0" (freight) or 2.5" (non-freight)		
Railroad crossing is missing detectable warning surface(s)	No – Neither Side or Yes – 1 Side Only		

3.9 Action Log

As the evaluations are completed, the City will institute an ADA Action Log to confirm follow-up on corrective actions required under the Transition Plan and document City efforts towards compliance with the ADA. At a minimum, the Action Log will identify items that are not ADA compliant and will include anticipated completion dates for improvements. The ADA Action Log will be updated on an annual basis or more frequently and should be available to the public upon request. An example ADA Action Log is provided in **Appendix D**.

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4.0 Funding Opportunities

Several alternative funding sources are available to the City to complete the improvements in this Transition Plan. The funding opportunities include applying for resources at the federal and state level, consideration of local options, and leveraging private resources. The following sections detail some different funding source options.

4.1 Federal and State Funding

There is federal and state funding available for the City to apply for through numerous agencies for various improvements. A summary of the available funding opportunities is available on the FHWA website:

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/.

Most of these programs are competitive type grants; therefore, the City of Shawnee is not guaranteed to receive these funds. It will be important for the City to track these programs to apply for the funds. Federal-aid funding programs have specific requirements that projects must meet, and eligibility must be determined on a case-by-case basis.

4.2 Local Funding

There are several local funding options for the City to consider, including:

- General fund (sales tax and bond issue)
- Allocation of departmental budgets – requests for larger share to address needs in a more timely fashion
- Maintenance funds
- Special taxing districts – A district with the power to provide some governmental or quasi-governmental service and to raise revenue by taxation, special assessment, or charges for services.
 - Tax Increment Financing District (TIF) – A TIF allows cities to create special districts and to make public improvements within those districts that will generate private-sector development. During the development period, the tax base is frozen at the predevelopment level. Property taxes continue to be paid, but taxes derived from increases in assessed values (the tax increment) resulting from new development either go into a special fund created to retire bonds issued to originate the development, or leverage future growth in the district.
 - Community Improvement District (CID) – A geographically defined district in which commercial property owners vote to impose a self-tax. Funds are then collected by the taxing authority and given to a board of directors elected by the property owners.
 - Tax Allocation District (TAD) – A defined area where real estate property tax monies gathered above a certain threshold for a certain period of time (typically 25 years) to be used for a specified improvement. The funds raised from a TAD are placed in a tax-free bond (finance) where the money can continue to grow. These improvements are typically for revitalization and especially to complete redevelopment efforts.
- Transportation Reinvestment Zone
- Sidewalk or Access Improvement Fee
- Transportation User Fee / Street Maintenance Fee
- Scheduled/funded CIP projects that are funded through bonds
- Community Development Block Grants (CDBG)

4.3 Private Funding

Private funding may include local and national foundations, endowments, private development, and private individuals. While obtaining private funding to provide improvements along entire corridors might be difficult, it is important for the City to require private developers to improve pedestrian facilities to current ADA requirements, whether it by new development or redevelopment of an existing property.

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5.0 Conclusion and Next Steps

This document serves as the Americans with Disabilities Act (ADA) Transition Plan for the City of Shawnee. The City intends to complete the Self-Evaluation of programs, services, activities, and facilities identified in this document over the next several years. The City will make a good faith effort to include barrier identification and ADA remediations in its budgets.

The next steps for the City of Shawnee are:

1. Develop an Action Plan for completing a Self-Evaluation for all City programs, services, activities, and evaluation of City facilities. The second ADA Transition Plan project phase is anticipated to begin in fiscal year 2025 to continue evaluation of pedestrian facilities in the public rights-of-way.
2. Complete a Self-Evaluation for all City programs, services, activities, and complete evaluations of all City facilities. Facility evaluations should also include the following:
 - a. Facility reports or summary documentation with the compliance status of each element evaluated based on the 2010 ADA Standards for Accessible Design and PROWAG;
 - b. Possible solutions to remove any barriers and bring the element into compliance;
 - c. Estimated costs of possible solutions; and
 - d. Prioritization of the individual facility, independent of other locations of the same facility type.
3. Develop an Implementation Plan, including schedule for completing the recommended facility improvements and funding sources to be used.
4. Complete remaining Self-Evaluation phases and update the City's ADA Transition Plan after each additional phase.
5. Continue to update the City's ADA Transition Plan as projects are implemented and citizen requests/complaints are received.
6. Determine the best approach for receiving public input on the ADA Transition Plan.

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Appendix

Appendix A: ADA Grievance Procedure and Public Notice

City of Shawnee Title II Grievance Procedure

City of Shawnee Title II Grievance Form

Public Notice Under the ADA

Appendix B: Federal Highway Administration ADA Transition Plans Memo

Appendix C: Facility Inventory Map

Appendix D: Sample ADA Action Log

Appendix

Appendix A: ADA Grievance Procedure and Public Notice

City of Shawnee Title II Grievance Procedure

City of Shawnee Title II Grievance Form

Public Notice Under the ADA

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Appendix C: Facility Inventory Map

Appendix D: Sample ADA Action Log

Appendix A: ADA Grievance Procedure and Public Notice

City of Shawnee Title II Grievance Procedure

City of Shawnee Title II Grievance Form

Public Notice Under the ADA



CITY OF SHAWNEE, OK TITLE II GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Shawnee. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
City Manager's Office
16 West 9th St
Shawnee, OK 74801
Office: 405-878-1601
OK Relay: 7-1-1
Danny.vise@shawneeok.org**

Within 15 calendar days after receipt of the complaint, Danny Vise, Jr. or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Danny Vise, Jr. or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Shawnee and offer options for substantive resolution of the complaint.

If the response by Danny Vise, Jr. or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or their designee.

Within 15 calendar days after receipt of the appeal, the City Manager or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or their designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Danny Vise, Jr. or his designee, appeals to the City Manager or their designee, and responses from these two (2) offices will be retained by the City of Shawnee for at least three (3) years.



OFFICE USE ONLY
DATE COMPLAINT OPENED: _____
DATE COMPLAINT CLOSED: _____

CITY OF SHAWNEE, OK TITLE II ADA GRIEVANCE FORM

The City of Shawnee ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered, its recipients, sub-recipients, and contractors. To request an accommodation and/or an alternate format, please contact Danny Vise, Jr., ADA Coordinator at 405-878-1601.

Instructions: Please complete and sign the form and email or mail it to the City within 60 calendar days of any incident to:

ADA/504 Coordinator – Danny Vise, Jr.

Physical address:

Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
16 West 9th St
Shawnee, OK 74801

Phone: 405-878-1601
Email: danny.vise@shawneeok.org

1. Type of Grievance (check all that apply):

- ☐ Accommodation Request
☐ Program/Service
☐ Facility Accessibility
☐ Other: _____

CONTACT INFORMATION

2. Reporting Individual:

Full Name:	
Address:	
City, State, Zip code:	
Phone:	Alternate Phone:
Email:	

3. Authorized Representative of Reporting Individual (if any):

Full Name:	
Address:	
City, State, Zip code:	
Phone:	Alternate Phone:
Email:	

DETAILS OF COMPLAINT / INCIDENT

4. Date/Time of Incident: _____

5. Department/Facility/Location Involved:

6. Describe the incident/complaint with enough detail so the nature of the grievance can be understood. Add additional pages if necessary:

7. Have attempts been made to resolve the complaint through a City Department? If yes, please describe the efforts that have been made.

8. Remedy Sought. What action do you want taken?

Signature

Date

Attach additional pages as necessary. If you need assistance, require an accessible format, or have questions about this form, please contact the City's ADA/504 Coordinator at:

Physical address:

Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
16 West 9th St
Shawnee, OK 74801

Phone: 405-878-1601
Email: danny.vise@shawneeok.org



CITY OF SHAWNEE, OK NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Shawnee will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: City of Shawnee does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: City of Shawnee will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City of Shawnee's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Shawnee will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Shawnee offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Shawnee, should contact the office of **Danny Vise, Jr., ADA/504 Coordinator at 405-878-1601 or danny.vises@shawneeok.org** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Shawnee to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Shawnee is not accessible to persons with disabilities should be directed to **Danny Vise, Jr., ADA/504 Coordinator at 405-878-1601 or danny.vises@shawneeok.org**.

City of Shawnee will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Appendix B: Federal Highway Administration ADA Transition Plans Memo



Memorandum

Subject: **INFORMATION:** ADA Transition
Plans

Date: JUN 27 2019

From: Irene Rico 
Associate Administrator

In Reply Refer To:
HCR-40

To: Division Administrators
Civil Rights Specialist

THIS MEMORANDUM SUPERSEDES THE OFFICE OF CIVIL RIGHTS' (HCR) NOVEMBER 12, 2015 MEMORANDUM IN ITS ENTIRETY.

PURPOSE: To explain new process for review of submitted ADA transition plans (TPs). The TP review process is being delegated to Division Administrators in the 14 States that do not have either a self-certified TP or a TP that was found to meet the regulatory minimum attributes by the FHWA TP Review Team.

BACKGROUND: Over the last three years, FHWA has worked to ensure that every State, along with the District of Columbia and Puerto Rico, has an ADA Transition Plan (TP) that meets the minimum attributes provided in the Department of Justice's ADA Title II regulations, found at 28 CFR 35.150(d). In November of 2015, HCR issued guidance laying out the process for reviews of submitted TPs by an FHWA national review team. To date, 38 States (including DC) have a transition plan in place. Of these, 14 TPs have been vetted by the Team and found to have met the minimum regulatory attributes, and 24 TPs are self-certified plans. Over the course of the last year, that number has held steady at 38.

STATUS: The 38 jurisdictions that already have TPs in place, including the 24 self-certified States, can implement those TPs while continuing to update and improve them. Of the 14 remaining jurisdictions, only two have not yet submitted any plan. The other 12 have submitted plans that have not yet been deemed to meet the minimum attributes. Those 12 States can continue to update and improve those TPs before submitting them to the Division Offices in their States for review. The Resource Center is available to assist any of the 50 jurisdictions with submitted plans in updating and improving their TPs. The two jurisdictions that have not yet submitted TPs will be offered individual TA visits to assist them with getting plans in place so they can be submitted to the Division Offices in those States for review.

BENEFITS: FHWA's efforts over the last three years to assist States in developing and improving their TPs have been successful, but the process has sometimes been cumbersome. By delegating the remaining TP review to DAs and continuing plan

improvement efforts, we can continue to work collaboratively with States in a more productive way than under the current process. FHWA can maintain positive working relationships with the States through a more streamlined process that leverages the Division Offices' working relationships with the State DOTs. The DAs have local knowledge and relationships in their States to ease collaboration efforts to better implement TPs.

MINIMUM REQUIREMENTS:

The U.S. Department of Justice's (DOJ's) ADA Title II regulations at 28 CFR 35.150(d) set forth a list of minimum transition plan requirements as follows:

1. Identification of the official responsible for implementation of the transition plan (See 28 CFR 35.150(d)(3)(iv));
2. An inventory of barriers (i.e., identification of physical obstacles) (See 28 CFR 35.150(d)(3)(i) & 28 CFR 35.105(a));
3. A prioritized schedule of when barriers will be eliminated and deficiencies corrected (See 28 CFR 35.150(d)(2) & 28 CFR 35.150(d)(3)(iii)); and
4. A description of the methods that will be used to make facilities accessible (See 28 CFR 35.150(d)(3)(ii)).

More details about each requirement are available in the attached tools, "State DOT Transition Plan Attributes Review Guide" (Review Guide) and "Transition Plan Review Tool" (Tool). These tools are provided to assist Division Administrators in their review of TPs in States that do not have either a self-certified TP or a TP that was found to meet the regulatory minimum attributes by the FHWA TP Review Team. If you believe that the State's TP does not meet the minimum attributes, you should work with the State DOT to address the identified deficiencies. When the deficiencies, if any, are sufficiently addressed, the Division Administrator will notify the State DOT. HCR and the Resource Center are available to provide technical assistance upon request.

LOCAL PUBLIC AGENCIES (LPAs): LPAs are required to conduct self-evaluations of the accessibility of pedestrian facilities in their public rights-of-way and to correct deficiencies by making necessary modifications. In addition, LPAs with fifty or more employees are required to have a TP. FHWA will not review TPs from LPAs as a matter of course. When FHWA investigates a complaint filed against an LPA, FHWA will review the LPA's compliance with the self-evaluation and TP requirements as part of its investigation. While FHWA review of an LPA's TP is not required, a Division Office may assist LPAs with TPs and/or review LPA TPs if it wishes to do so.

POINTS OF CONTACT: If you have any questions related to this memorandum, please contact Sharon Field at sharon.field@dot.gov or Patrick Gomez at patrick.gomez@dot.gov

State DOT Transition Plan Attributes Review Guide:

All Elements posted conspicuously on website, for internal and external use

Transition Plan Attribute	Review Comments
Official responsible for implementation of the TP, i.e., Executive Director, Secretary, Commissioner, Chief Engineer, etc. 28 CFR 35.150(d)(3)(iv)	
Inventory of barriers (identification of physical obstacles) 28 CFR 35.150(d)(3)(i); 28 CFR 35.105 (a) – State demonstrates good faith by identifying intersection information, including curb ramps and other associated accessibility elements, as a starting point and showing movement and commitment toward developing a full inventory. Require an Action Plan to develop an inventory of sidewalks (slopes, obstructions, protruding objects, changes in levels, etc.), signals (APS), bus stops (bus pads), buildings, parking, rest areas (tourist areas, picnic areas, visitor centers, etc.), mixed use trails, linkages to transit. Best practice - have discussion of jurisdictional issues/responsibilities for sidewalks	
Schedule – Show a strong commitment toward upgrading ADA elements identified in the inventory of barriers in the short term (planned capital improvement projects) and a strong commitment over time toward prioritizing curb ramps at walkways serving entities covered by the ADA. 28 CFR 35.150(d)(2) This would also include prioritization information, planning, and investments directed at eliminating other identified barriers over time. 28 CFR 35.150(d)(3) Best practice - dedicate resources to eliminate identified ADA deficiencies	
Describe in detail the Methods that will be used to make the facilities accessible. 28 CFR 35.150(d)(3)(ii) Best practice – include the Standard that the STA is following (i.e., 2010 ADAAG, 2011 PROWAG)	
Other ADA Requirements	Review Comments
Public Involvement – Description of process to allow public to readily access and submit comments for both self-evaluation and transition plan. 28 CFR 35.150(d)(1); 28 CFR 35.105(b) Best practices: a) detailed list of individuals consulted posted conspicuously on website, does not have to be in actual TP, but must be documented and available; b) have both electronic and hard copy notice. 28 CFR 35.105(c)	
ADA policy statement is a requirement of State Agencies, but does not have to be in the TP per se, but it is a good practice and needs to be easily accessible by the public. 28 CFR 35.106 Best practice - post conspicuously on website, for internal and external use	
Clear identification of the ADA Coordinator (dedicated trained staff) with contact information (i.e., name, office address, telephone number, email address, fax number) 28 CFR 35.107(a)	
Clear Complaint/Grievance Process to receive and address complaints/grievances from the public (is a requirement of State Agencies, but does not have to be in the TP per se, but it is a good practice and needs to be easily accessible by the public). 28 CFR 35.107(b)	
REVIEWER _____	DATE _____

Appendix C: Facility Inventory Maps

Buildings

Parks

Signalized Intersections

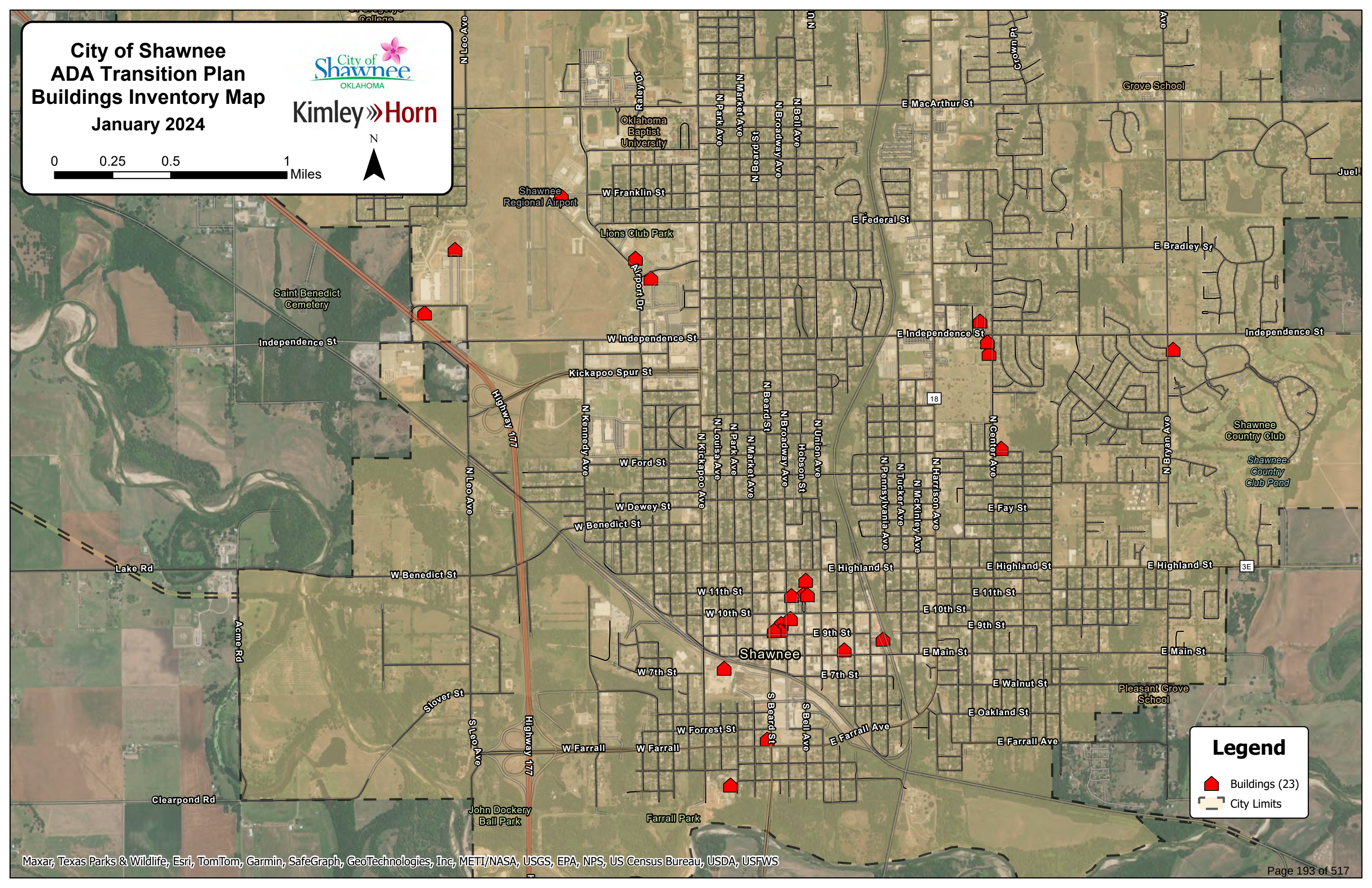
Sidewalk Corridors

City of Shawnee
ADA Transition Plan
Buildings Inventory Map
January 2024


Kimley»Horn

00.250.51
Miles

N



Legend

 Buildings (23)

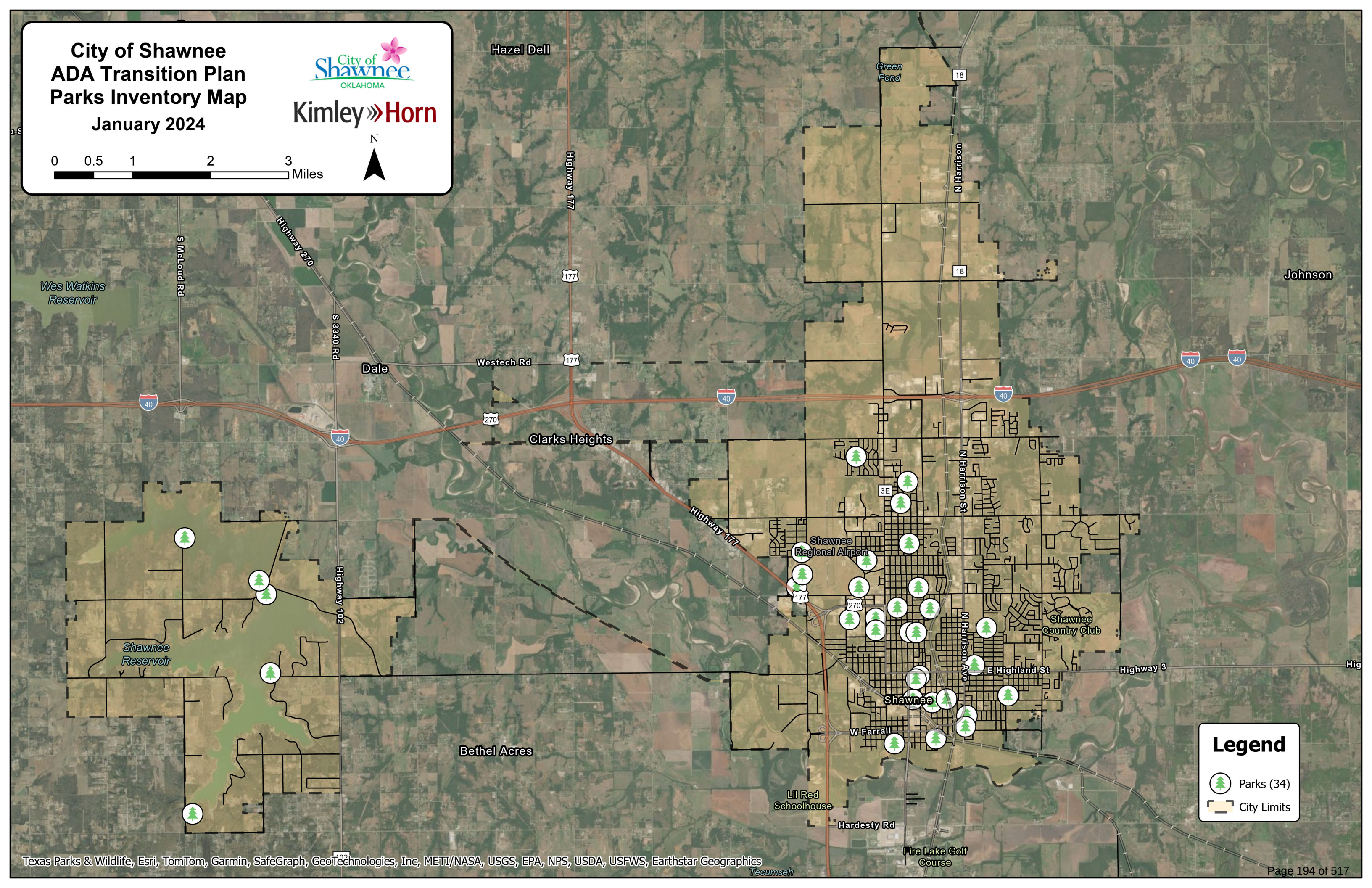
 City Limits

City of Shawnee
ADA Transition Plan
Parks Inventory Map
January 2024



Kimley»Horn

0 0.5 1 2 3 Miles



Legend

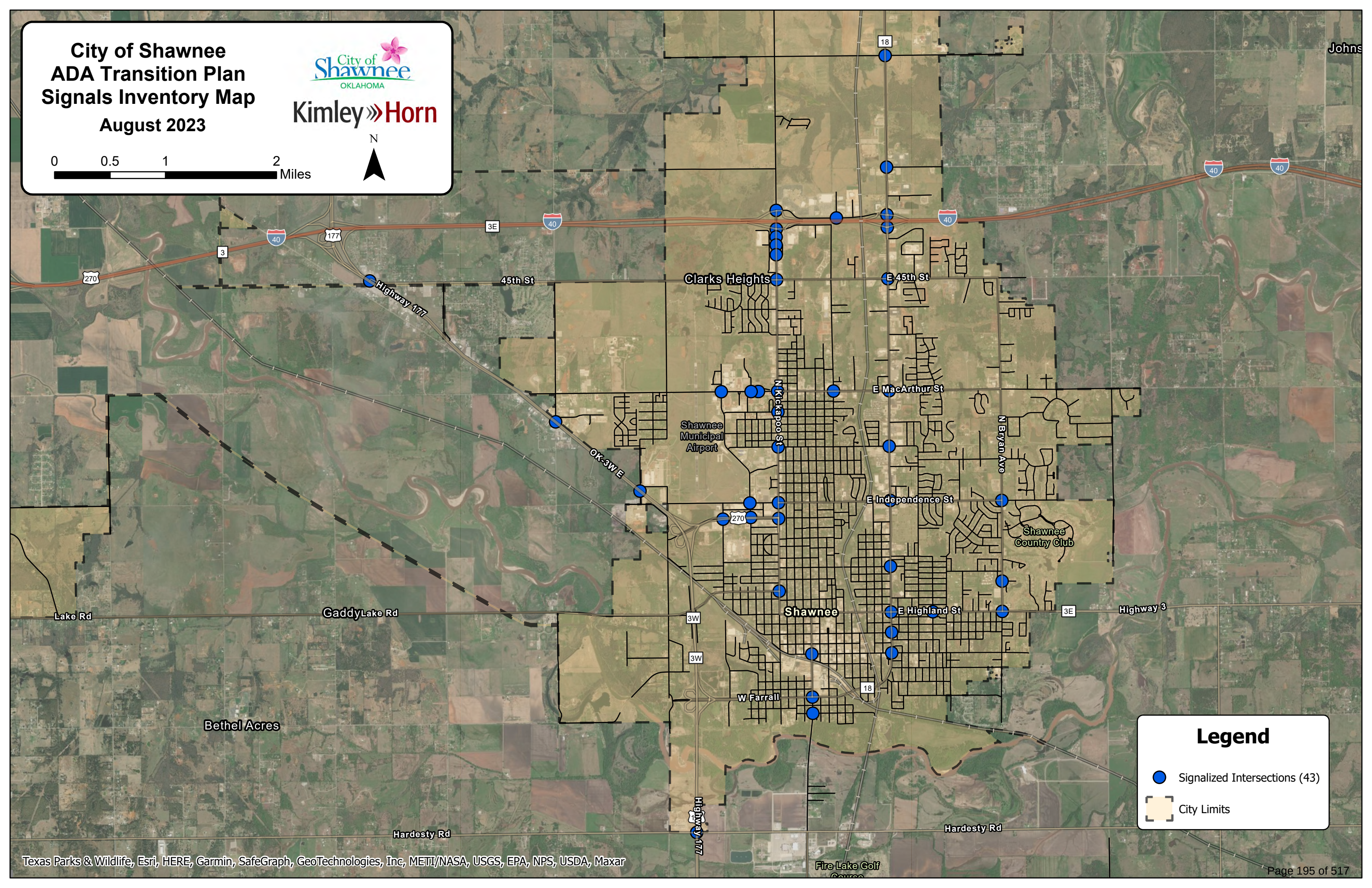
-  Parks (34)
-  City Limits

City of Shawnee
ADA Transition Plan
Signals Inventory Map
August 2023



Kimley»Horn

0 0.5 1 2 Miles



Legend

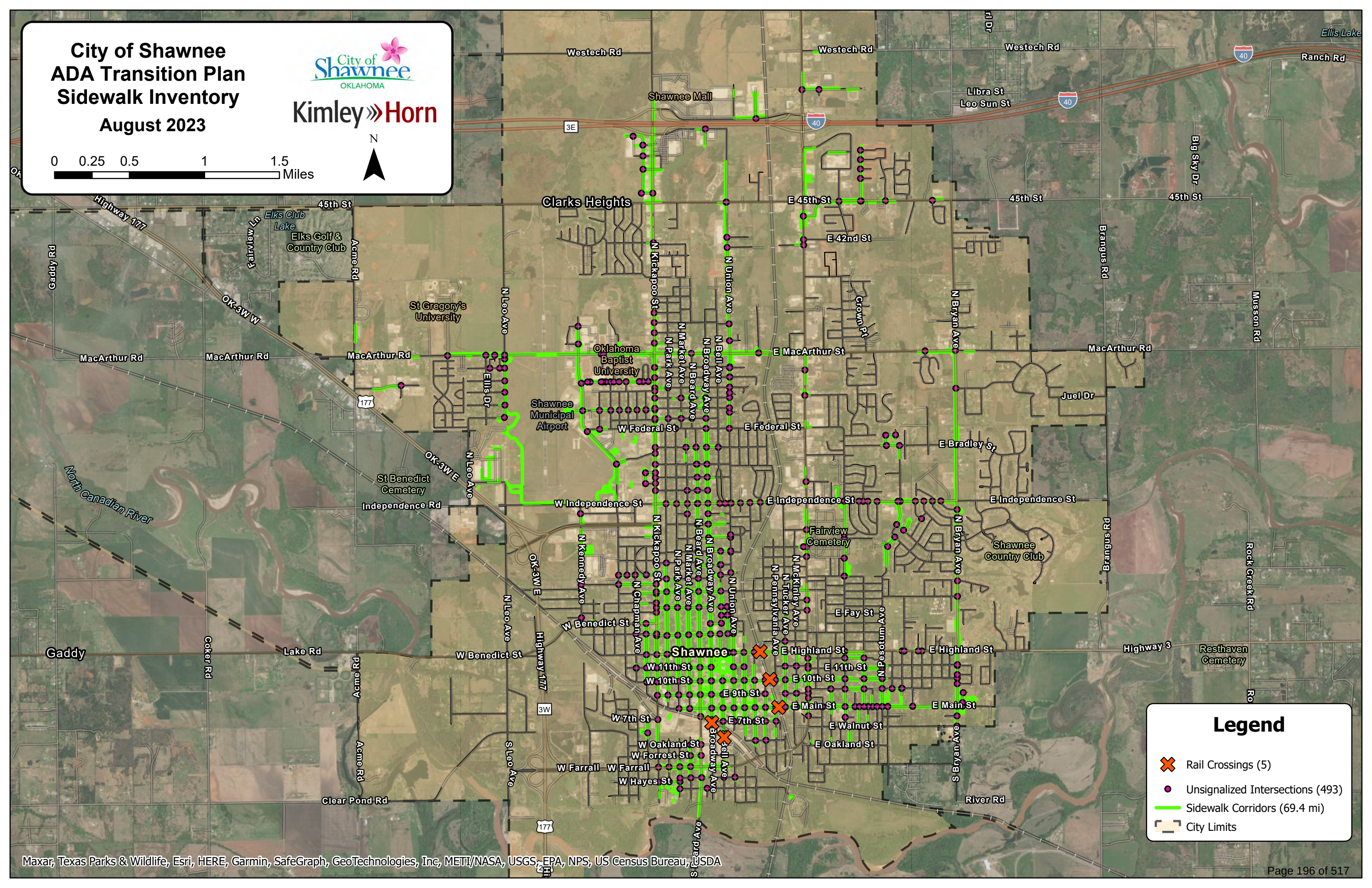
-  Signalized Intersections (43)
-  City Limits

City of Shawnee
ADA Transition Plan
Sidewalk Inventory
August 2023



Kimley»Horn

0 0.25 0.5 1 1.5 Miles



Legend

- ✕ Rail Crossings (5)
- Unsignalized Intersections (493)
- Sidewalk Corridors (69.4 mi)
- ▭ City Limits

Appendix D: Sample Action Log

City of Metropolis
ADA Self-Evaluation and Transition Plan
Action Log
1/1/2023

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	1	Ashley's Place Child Advocacy Center	4	The maneuvering space on the pull side of the main entrance door is only 3 inches where a minimum of 18 inches is required.	\$ 3,000	2	High		
Building	17	Clearview Park Recreation Center	1	There are 15 parking spaces provided none of which are accessible parking spaces.	\$ 3,000	2	High		
Building	17	Clearview Park Recreation Center	2	There are 11 parking spaces provided none of which are accessible parking spaces. One is required for compliance and it must be a van accessible space.	\$ 3,000	2	High		
Building	5	Fire Hall #1	1	There are no accessible parking stalls provided in this parking lot. A total of 20 spaces are provided therefore 1 accessible space that is van accessible is required to be provided.	\$ 3,500	3	High		
Building	5	Fire Hall #1	2	The main entrance door into the facility requires a 2-1/2" step for entry.	\$ 1,500	3	High		
Building	6	Fire Hall #2	1	There are no accessible parking stalls provided in this parking lot. A total of 6 spaces are provided therefore 1 accessible space that is van accessible is required to be provided.	\$ 3,500	3	High		
Building	6	Fire Hall #2	2	The main entrance door into the facility requires a 6" step for entry.	\$ 1,500	3	High		
Building	10	Police Annex	5	The accessible route leading from the access aisle to the building entrance has a 9% running slope.	\$ 3,500	3	High		
Building	13	Rosemont House Museum	1	There is no accessible route to the main building. Stairs only access is provided.	\$ 5,000	3	High		
Building	13	Rosemont House Museum	12	The lanterns project more than 4 inches into the circulation path at 57" above ground surface.	\$ 650	3	High		
Building	13	Rosemont House Museum	20	There is a 6-5/8" step to get into the kitchen area of the carriage house.	\$ 3,000	3	High		
Building	1	Ashley's Place Child Advocacy Center	1	There are 10 parking spaces serving this facility none of which are accessible.	\$ 3,000	4	High		
Building	2	Metropolis Public Utilities Main Office	1	The access aisle has a 2.5% cross slope where a maximum of 1:48 (2.08%) is required.	\$ 3,000	4	High		
Building	2	Metropolis Public Utilities Main Office	2	The connection between the access aisle and the walkway has an abrupt change in level with grass growing along the connection.	\$ 300	4	High		
Building	2	Metropolis Public Utilities Main Office	5	The transaction counter is too high at 41-1/2".	\$ 2,000	4	High		
Building	2	Metropolis Public Utilities Main Office	7	The transaction counter is too high at 42-1/2".	\$ 2,000	4	High		
Building	2	Metropolis Public Utilities Main Office	9	The restroom 76" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Building	2	Metropolis Public Utilities Main Office	15	The restroom 76" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Building	2	Metropolis Public Utilities Main Office	24	The sink in the kitchenette is 36" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,000	4	High		
Building	2	Metropolis Public Utilities Main Office	30	Exiting the Men's restroom only has a 4-1/2" maneuvering clearance on the pull side where a minimum of 18" is required.	\$ 1,500	4	High		
Building	2	Metropolis Public Utilities Main Office	32	The restroom 65" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Building	3	City Hall	4	The access aisle is missing at the accessible parking stall.	\$ 2,000	4	High		
Building	3	City Hall	5	The access aisle is missing at the accessible parking stall.	\$ 2,000	4	High		
Building	3	City Hall	7	The accessible parking space has a 7.0% cross slope where a maximum of 1:48 (2.08%) is required.	\$ 3,000	4	High		
Building	3	City Hall	9	The access aisle is missing at the accessible parking stall.	\$ 2,000	4	High		
Building	5	Fire Hall #1	16	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	4	High		
Building	5	Fire Hall #1	17	The restroom is 60" wide which is not large enough to accommodate a wheelchair turning space.	\$ 8,000	4	High		
Building	5	Fire Hall #1	18	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	4	High		
Building	5	Fire Hall #1	19	The restroom is 57" wide which is not large enough to accommodate a wheelchair turning space.	\$ 8,000	4	High		
Building	6	Fire Hall #2	13	There are 2 toilet compartments none of which are wheelchair accessible. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 3,000	4	High		
Building	6	Fire Hall #2	16	There are no accessible shower stalls provided.	\$ 2,500	4	High		
Building	7	Fire Hall #3	1	The access aisle is missing at the accessible parking stall.	\$ 700	4	High		
Building	7	Fire Hall #3	2	The accessible parking stall is not wide enough.	\$ 700	4	High		
Building	7	Fire Hall #3	12	The water closet's clear floor space is 38" wide to the edge of the lavatory.	\$ 3,000	4	High		
Building	7	Fire Hall #3	18	There are 2 toilet compartments neither of which are wheelchair accessible. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 3,000	4	High		
Building	8	Fire Hall #4	1	The accessible parking space has a 3.8% running slope where a maximum of 1:48 (2.08%) is required.	\$ 2,500	4	High		
Building	8	Fire Hall #4	2	The access aisle has a 4.2% running slope where a maximum of 1:48 (2.08%) is required.	\$ 2,500	4	High		
Building	10	Police Annex	1	The access aisle has a 3.8% running slope where a maximum of 1:48 (2.08%) is required.	\$ 3,000	4	High		
Building	10	Police Annex	2	The accessible parking space has a 3% running slope where a maximum of 1:48 (2.08%) is required.	\$ 3,000	4	High		
Building	10	Police Annex	3	The accessible parking stall is not wide enough for a van accessible parking stall.	\$ 300	4	High		

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	10	Police Annex	6	The entrance is not accessible and is missing signage. An identification sign identifying that this entrance is not accessible and directional signage pointing in the direction to the accessible entrance is required. When a directional sign is required it should be located to minimize backtracking. In some cases this could mean locating a sign at the beginning of a route not just at the inaccessible entrances to a building.	\$ 250	4	High		
Building	10	Police Annex	8	The restroom is 6'-5" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Building	10	Police Annex	13	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	4	High		
Building	10	Police Annex	14	The restroom is 35" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Building	10	Police Annex	16	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	4	High		
Building	10	Police Annex	17	The restroom is 55" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	4	High		
Park Sidewalk	2006	Triple Creek Park	N/A	See facility report and GIS data for detailed sidewalk evaluation observations.	\$ 536,471	1	High		
Park Unsignalized Intersection	90000	Intersection of Triple Creek Park and Touchdown Dr (Lat. 36.4095; Long. -86.426)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and Touchdown Dr (Lat. 36.4095; Long. -86.426)	\$ 30,000	2	High		
Park Unsignalized Intersection	90001	Intersection of Triple Creek Park Trail and Touchdown Dr (Lat. 36.4097; Long. -86.426)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park Trail and Touchdown Dr (Lat. 36.4097; Long. -86.426)	\$ 7,000	2	High		
Park Unsignalized Intersection	90002	Intersection of Triple Creek Park and driveway (Lat. 36.4081; Long. -86.427)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and driveway (Lat. 36.4081; Long. -86.427)	\$ 16,000	2	High		
Park Unsignalized Intersection	90008	Intersection of Triple Creek Park and parking lot (Lat. 36.4137; Long. -86.424)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4137; Long. -86.424)	\$ 6,000	2	High		
Park Unsignalized Intersection	90009	Intersection of Triple Creek Park and midblock crossing (Lat. 36.4117; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and midblock crossing (Lat. 36.4117; Long. -86.425)	\$ 18,000	2	High		
Park Unsignalized Intersection	90011	Intersection of Triple Creek Park and parking lot (Lat. 36.4116; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4116; Long. -86.425)	\$ 4,000	2	High		
Park Unsignalized Intersection	90013	Intersection of Triple Creek Park and parking lot (Lat. 36.4120; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4120; Long. -86.425)	\$ 10,000	2	High		
Park Unsignalized Intersection	90014	Intersection of Triple Creek Park and parking lot (Lat. 36.4124; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4124; Long. -86.425)	\$ 10,000	2	High		
Park Unsignalized Intersection	90015	Intersection of Triple Creek Park and parking lot (Lat. 36.4132; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4132; Long. -86.425)	\$ 3,000	2	High		
Park Unsignalized Intersection	90021	Intersection of Municipal Park and parking lot (Lat. 36.4038; Long. -86.438)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Municipal Park and parking lot (Lat. 36.4038; Long. -86.438)	\$ 8,000	2	High		
Park Unsignalized Intersection	90023	Intersection of Municipal Park and driveway (Lat. 36.4028; Long. -86.439)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Municipal Park and driveway (Lat. 36.4028; Long. -86.439)	\$ 9,000	2	High		
Park Unsignalized Intersection	90024	Intersection of Municipal Park and parking lot (Lat. 36.4034; Long. -86.436)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Municipal Park and parking lot (Lat. 36.4034; Long. -86.436)	\$ 10,000	2	High		
Park Unsignalized Intersection	90039	Intersection of Long Hollow Golf Course and parking lot (Lat. 36.3881; Long. -86.487)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Long Hollow Golf Course and parking lot (Lat. 36.3881; Long. -86.487)	\$ 8,000	2	High		
Park Unsignalized Intersection	90005	Intersection of Triple Creek Park Trail and parking lot (Lat. 36.4106; Long. -86.427)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park Trail and parking lot (Lat. 36.4106; Long. -86.427)	\$ 3,000	3	High		
Park Unsignalized Intersection	90006	Intersection of Triple Creek Park and Joseph Shafer Middle School	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and Joseph Shafer Middle School (Lat. 36.4077; Long. -86.435)	\$ 18,000	3	High		
Park Unsignalized Intersection	90010	Intersection of Triple Creek Park and parking lot (Lat. 36.4147; Long. -86.425)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Triple Creek Park and parking lot (Lat. 36.4147; Long. -86.425)	\$ 3,000	3	High		
Park Unsignalized Intersection	90026	Intersection of Municipal Park and concession stand (Lat. 36.4023; Long. -86.435)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Municipal Park and concession stand (Lat. 36.4023; Long. -86.435)	\$ 6,000	3	High		
Park Unsignalized Intersection	90027	Intersection of Clearview Park and parking lot (Lat. 36.3976; Long. -86.460)	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Clearview Park and parking lot (Lat. 36.3976; Long. -86.460)	\$ 3,000	3	High		
Signalized Intersection	3	Intersection of W Broadway/W Main St and Red River Rd/W Main St	N/A	See facility report and GIS data for detailed evaluation observations at intersection of W Broadway/W Main St and Red River Rd/W Main St	\$ 61,000	2	High		
Signalized Intersection	4	Intersection of W Main St and S Locust Ave	N/A	See facility report and GIS data for detailed evaluation observations at intersection of W Main St and S Locust Ave	\$ 55,000	2	High		
Signalized Intersection	6	Intersection of S Water Ave and Smith St	N/A	See facility report and GIS data for detailed evaluation observations at intersection of S Water Ave and Smith St	\$ 87,000	2	High		
Signalized Intersection	7	Intersection of E Main St and Boyers Ave	N/A	See facility report and GIS data for detailed evaluation observations at intersection of E Main St and Boyers Ave	\$ 71,000	2	High		
Signalized Intersection	16	Intersection of Maple St and Hancock St/Dan P. Herron	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Maple St and Hancock St/Dan P. Herron	\$ 118,000	2	High		
Building	1	Ashley's Place Child Advocacy Center	2	There is no accessible route to the play elements.	\$ 3,000	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	3	There is no accessible route to the gazebo.	\$ 3,000	5	Medium		

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	1	Ashley's Place Child Advocacy Center	9	There is no accessible route to the main area of the building which includes an open seating area the observation rooms boys' and girls' restrooms and the kitchen.	\$ 15,000	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	10	The door opening does leading to the boys' and girls' restrooms is only 30" wide.	\$ 2,500	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	13	The door opening leading into the conference room does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	14	The door opening leading into the main office does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	15	The maneuvering space on the pull side of the doors or gate does not adequately extend beyond the latch side of the door.	\$ 5,000	5	Medium		
Building	1	Ashley's Place Child Advocacy Center	17	The door opening leading into the kitchen area does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	2	Metropolis Public Utilities Main Office	11	The toilet is not located within the range allowed from the side wall or partition.	\$ 2,300	5	Medium		
Building	2	Metropolis Public Utilities Main Office	20	The maneuvering space on the pull side of the door 128 only has a 12" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	2	Metropolis Public Utilities Main Office	22	The maneuvering space on the pull side of door 123 only has an 17" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	2	Metropolis Public Utilities Main Office	34	The toilet is not located within the range allowed from the side wall or partition.	\$ 2,300	5	Medium		
Building	2	Metropolis Public Utilities Main Office	46	There are 12 doors throughout the warehouse that have door knob style hardware that requires grasping and twisting to operate.	\$ 4,500	5	Medium		
Building	2	Metropolis Public Utilities Main Office	58	Water and drain pipes under lavatories are not adequately insulated.	\$ 100	5	Medium		
Building	2	Metropolis Public Utilities Main Office	66	Water and drain pipes under lavatories are not adequately insulated.	\$ 100	5	Medium		
Building	3	City Hall	14	There is not enough space between the back wall and the front return wall of the elevator car. Elevator cars must provide 51 inches minimum between the back wall and the front return wall.	\$ 150,000	5	Medium		
Building	3	City Hall	15	The centerline of the car control buttons are too high to the top "Emergency Call" button at 53" above finished floor.	\$ -	5	Medium		
Building	3	City Hall	16	There are 16 doors on the basement level that have door hardware that requires grasping and twisting to operate.	\$ 6,000	5	Medium		
Building	3	City Hall	18	The coat racks (2) project more than 4 inches into the circulation path.	\$ 300	5	Medium		
Building	3	City Hall	19	The coat racks (2) are positioned too high for either a side or front approach.	\$ 200	5	Medium		
Building	3	City Hall	22	The ramp does not have handrails.	\$ 1,000	5	Medium		
Building	3	City Hall	30	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	37	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	38	The maneuvering space on the pull side of the door only has an 11" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	44	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	51	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	59	There are 55 doors throughout the first floor that are equipped with knob style door hardware requiring grasping and twisting to operate.	\$ 20,625	5	Medium		
Building	3	City Hall	70	There are not enough accessible toilet compartments. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 4,500	5	Medium		
Building	3	City Hall	75	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	76	The maneuvering space on the pull side of the door only has an 18" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	85	The transaction counter is too high at 40".	\$ 2,000	5	Medium		
Building	3	City Hall	88	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	89	The maneuvering space on the pull side of the door only has a 2" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	91	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	92	The maneuvering space on the pull side of the door only has a 2-1/2" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	99	There are 5 doors throughout the Mayor's office that have openings that do not provide at least 32 inches between the face of the door and the opposite stop.	\$ 12,500	5	Medium		
Building	3	City Hall	100	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	104	The transaction counter is too high at 42-3/8".	\$ 2,000	5	Medium		

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	3	City Hall	107	There are 41 doors throughout the second floor that are equipped with knob style door hardware requiring grasping and twisting to operate.	\$ 15,375	5	Medium		
Building	3	City Hall	109	There is no accessible route to the council seating area.	\$ 2,000	5	Medium		
Building	3	City Hall	111	There are 2 door openings that do not provide at least 32 inches between the face of the door and the opposite stop.	\$ 5,000	5	Medium		
Building	3	City Hall	113	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	114	The maneuvering space on the pull side of the door only has a 19-1/2" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	120	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	3	City Hall	128	There are 2 sets of doors leading into the Women's employee restroom. Neither of them have openings that provide at least 32 inches between the face of the door and the opposite stop.	\$ 5,000	5	Medium		
Building	3	City Hall	129	The maneuvering space on the pull side of the door only has a 2-1/2" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	3	City Hall	135	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	4	Farmers Market	5	The water and drain pipes under the lavatory are not adequately insulated.	\$ 100	5	Medium		
Building	4	Farmers Market	6	The toilet is not located within the range allowed from the side wall or partition.	\$ 2,300	5	Medium		
Building	4	Farmers Market	13	The water and drain pipes under the lavatory are not adequately insulated.	\$ 100	5	Medium		
Building	4	Farmers Market	14	The toilet is not located within the range allowed from the side wall or partition.	\$ 2,300	5	Medium		
Building	5	Fire Hall #1	6	The maneuvering space on the pull side of the door leading from reception only has a 9" maneuvering clearance where a minimum of 18" is required.	\$ 2,500	5	Medium		
Building	5	Fire Hall #1	8	There are 24 doors throughout the facility that have door hardware that requires grasping and twisting to operate.	\$ 9,000	5	Medium		
Building	5	Fire Hall #1	32	The exit door from the bay area has an opening that does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	5	Medium		
Building	6	Fire Hall #2	4	The door maneuvering clearance on the pull side of the door leading from the back area to the front lobby does not adequately extend beyond the latch side of the door.	\$ 2,500	5	Medium		
Building	6	Fire Hall #2	5	The door leading from the lobby area into the bay area is in a 12" alcove with no maneuvering clearance on the push side.	\$ 2,500	5	Medium		
Building	6	Fire Hall #2	6	There are approximately 6 doors throughout the facility with door operating hardware that requires grasping and twisting to operate.	\$ 2,250	5	Medium		
Signalized Intersection	17	Intersection of E Main St and Westland Ave	N/A	See facility report and GIS data for detailed evaluation observations at intersection of E Main St and Westland Ave	\$ 81,000	5	Medium		
Signalized Intersection	18	Intersection of W Broadway and N Locust Ave	N/A	See facility report and GIS data for detailed evaluation observations at intersection of W Broadway and N Locust Ave	\$ 103,000	5	Medium		
Signalized Intersection	19	Intersection of Nashville Pk and Wall St/Metropolis Plaza	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Nashville Pk and Wall St/Metropolis Plaza	\$ 21,000	5	Medium		
Signalized Intersection	20	Intersection of Nashville Pk and Village Green Dr	N/A	See facility report and GIS data for detailed evaluation observations at intersection of Nashville Pk and Village Green Dr	\$ 20,000	5	Medium		
Signalized Intersection	12	Intersection of E Broadway and N Water Ave	N/A	See facility report and GIS data for detailed evaluation observations at intersection of E Broadway and N Water Ave	\$ 65,000	7	Medium		
Signalized Intersection	15	Intersection of SR 174 (Long Hollow Pike) and Big Station Camp	N/A	See facility report and GIS data for detailed evaluation observations at intersection of SR 174 (Long Hollow Pike) and Big Station Camp	\$ 27,000	7	Medium		
Building	2	Metropolis Public Utilities Main Office	13	The mirror is mounted too high at 41-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	2	Metropolis Public Utilities Main Office	18	The mirror is mounted too high at 41" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	2	Metropolis Public Utilities Main Office	29	The mirror is mounted too high at 49" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	2	Metropolis Public Utilities Main Office	37	The mirror is mounted too high at 41" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	2	Metropolis Public Utilities Main Office	42	The mirror is mounted too high at 41" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	34	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	41	The mirror is mounted too high at 46-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	48	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	55	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	62	The rear grab bar does not extend adequately past the centerline of the toilet on the wall side.	\$ 400	9	Low		
Building	3	City Hall	63	The toilet paper is not installed within the compliant range.	\$ 200	9	Low		
Building	3	City Hall	65	The mirror is mounted too high at 40-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	71	The water and drain pipes under the lavatory are not adequately insulated. Water supply and drain pipes under lavatories and sinks shall be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavatories and sinks.	\$ 150	9	Low		

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	3	City Hall	72	The mirror is mounted too high. Mirrors must have the bottom edge of the reflecting surface a maximum of 40 inches above the floor if above a sink or counter. Mirrors not located above lavatories or countertops shall be installed with the bottom edge of the reflecting surface 35 inches maximum above the finish floor or ground.	\$ 1,500	9	Low		
Building	3	City Hall	79	The mirror is mounted too high at 48-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	95	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	117	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	125	The mirror is mounted too high at 48-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	132	The mirror is mounted too high at 49" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	3	City Hall	139	The mirror is mounted too high at 49" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	4	Farmers Market	10	The mirror is mounted too high at 52-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	4	Farmers Market	18	The mirror is mounted too high at 52-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	6	Fire Hall #2	15	The mirror is mounted too high at 48-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	8	Fire Hall #4	12	The accessible toilet compartment door is not self-closing.	\$ 100	9	Low		
Building	8	Fire Hall #4	20	The door exceeds the maximum pressure of 5 lb to open the door.	\$ 100	9	Low		
Building	8	Fire Hall #4	21	The compartment door is not self closing.	\$ 100	9	Low		
Building	10	Police Annex	31	The mirror is mounted too high at 54-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	11	Police Station	24	The mirror is mounted too high at 51-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	11	Police Station	25	The toilet seat cover dispenser is mounted too high.	\$ 200	9	Low		
Building	11	Police Station	26	The toilet paper dispenser is mounted too close to the top of the grab bar minimizing the gripping surface.	\$ 200	9	Low		
Building	11	Police Station	27	The paper towel dispenser's operation mechanism is too high off the floor.	\$ 200	9	Low		
Building	11	Police Station	29	The transaction counter is only 19" long and mounted too high at 43" above finished floor.	\$ 2,000	9	Low		
Building	11	Police Station	47	The coat hook is installed greater than 48 inches above the finished floor. Where a forward reach is unobstructed the high forward reach shall be 48 inches maximum above the finished floor.	\$ 100	9	Low		
Building	11	Police Station	65	The toilet seat cover dispenser is mounted too high at 58" above finished floor.	\$ 200	9	Low		
Building	11	Police Station	68	The mirror is mounted too high at 51-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	11	Police Station	73	The toilet seat cover dispenser is mounted too high at 58" above finished floor.	\$ 200	9	Low		
Building	11	Police Station	76	The mirror is mounted too high at 51-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	15	Civic Center	43	The mirror is mounted too high at 41" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	15	Civic Center	50	The mirror is mounted too high at 41" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	15	Civic Center	67	The coat hook is installed greater than 48 inches above the finished floor.	\$ 100	9	Low		
Building	15	Civic Center	74	The coat hook is installed greater than 48 inches above the finished floor.	\$ 100	9	Low		
Building	15	Civic Center	80	The top rim of the lavatory is too high.	\$ 2,000	9	Low		
Building	15	Civic Center	84	The hand dryer projects more than 4 inches into the path to the lavatory.	\$ 200	9	Low		
Building	15	Civic Center	85	The coat hook is installed greater than 48 inches above the finished floor.	\$ 100	9	Low		
Building	15	Civic Center	87	The threshold at the restroom door is broken and heaving.	\$ 300	9	Low		
Building	15	Civic Center	92	The hand dryer projects more than 4 inches into the path leading to the lavatory.	\$ 200	9	Low		
Building	15	Civic Center	98	The mirror is mounted too high at 41-1/2" to the bottom of the reflective surface.	\$ 100	9	Low		
Building	15	Civic Center	106	The mirror is mounted too high at 40-1/2" to the bottom of the reflective surface.	\$ 200	9	Low		
Building	1	Ashley's Place Child Advocacy Center	6	The threshold when exiting the door is 1-1/2" and 1-1/4" when entering the door from the outside.	\$ 400	11	Low		
Building	1	Ashley's Place Child Advocacy Center	16	The observation room contains storage items and/or supplies which obstruct the clear floor and/or turning space within the restroom.	\$ -	11	Low		
Building	1	Ashley's Place Child Advocacy Center	18	The sink in the kitchenette is 36" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,000	11	Low		
Building	1	Ashley's Place Child Advocacy Center	19	The range controls are located such that operation require reaching across burners.	\$ 2,000	11	Low		
Building	1	Ashley's Place Child Advocacy Center	26	The door opening at the staff restroom does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	11	Low		
Building	1	Ashley's Place Child Advocacy Center	27	The threshold leading into the staff restroom is greater than 1/2 inch high.	\$ 500	11	Low		
Building	1	Ashley's Place Child Advocacy Center	28	The restroom is only 68" wide and has no compliant features.	\$ 15,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	23	The transaction counter is too high at 41-3/8".	\$ 2,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	44	The work surface is too high at 39" to the top of the counter.	\$ -	11	Low		
Building	2	Metropolis Public Utilities Main Office	45	The work surface is too high at 40" to the top of the counter.	\$ -	11	Low		
Building	2	Metropolis Public Utilities Main Office	49	The restroom 58" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	51	The restroom 60" wide which is not large enough to accommodate a wheelchair turning space.	\$ 12,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	53	The sink in the kitchenette is 35" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	56	There are no accessible showers in the locker room.	\$ 8,000	11	Low		
Building	2	Metropolis Public Utilities Main Office	57	There is no compliant bench in the locker room.	\$ 800	11	Low		
Building	2	Metropolis Public Utilities Main Office	64	There are no accessible showers in the locker room.	\$ 8,000	11	Low		

Facility Type	GPS ID	Project Name	Barrier #	Self-Evaluation Barrier	Cost Projection	Priority Value	Priority Rank	Funding Year	Year Completed
Building	2	Metropolis Public Utilities Main Office	65	There is no compliant bench in the locker room.	\$ 800	11	Low		
Building	2	Metropolis Public Utilities Main Office	70	The sink in the kitchenette is 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	11	A 6" step up is required to enter the building.	\$ 700	11	Low		
Building	3	City Hall	12	A 1" step is required to enter the building.	\$ 700	11	Low		
Building	3	City Hall	13	A 6-1/2" step is required to enter the building at the employee only entrance.	\$ 700	11	Low		
Building	3	City Hall	27	The sink in the basement lounge is 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	45	The landing at the door does not provide compliant latch side clearance.	\$ 3,000	11	Low		
Building	3	City Hall	46	There are 2 toilet compartments neither of which are wheelchair accessible. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 3,000	11	Low		
Building	3	City Hall	52	The landing at the door does not provide compliant latch side clearance.	\$ 3,000	11	Low		
Building	3	City Hall	53	There are 2 toilet compartments neither of which are wheelchair accessible. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 2,000	11	Low		
Building	3	City Hall	81	The sink in the break room is 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	82	The paper towel dispenser's operation mechanism is too high off the floor.	\$ 200	11	Low		
Building	3	City Hall	83	The door opening does not provide at least 32 inches between the face of the door and the opposite stop.	\$ 2,500	11	Low		
Building	3	City Hall	84	The sink in the kitchenette is 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	86	The work surface is too high at 40" above finished floor where a maximum of 34" above finished floor is required.	\$ 2,000	11	Low		
Building	3	City Hall	97	The sink in the break room 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	101	The restroom is not large enough to accommodate accessible fixtures and wheelchair turning space.	\$ -	11	Low		
Building	3	City Hall	102	The sink in the small break area is 36" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,500	11	Low		
Building	3	City Hall	103	The microwave is not positioned correctly for either a side or front approach.	\$ 300	11	Low		
Building	3	City Hall	105	The sink in the kitchenette is 36" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	3	City Hall	110	The sink in the kitchenette is 35-5/8" high where 34" maximum is required.	\$ 2,000	11	Low		
Building	5	Fire Hall #1	4	Compliant knee and toe clearance is not provided at the accessible table.	\$ -	11	Low		
Building	5	Fire Hall #1	5	The shelving unit projects more than 4 inches into the circulation path.	\$ 200	11	Low		
Building	5	Fire Hall #1	7	The vision light panel is mounted too high.	\$ 2,500	11	Low		
Building	5	Fire Hall #1	10	The coat hooks are installed greater than 48 inches above the finished floor.	\$ 100	11	Low		
Building	5	Fire Hall #1	11	The sink in the kitchenette is 36" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,000	11	Low		
Building	5	Fire Hall #1	13	A 3" step down is required to exit the door at the kitchen area leading to employee only outside smoking area.	\$ 1,500	11	Low		
Building	5	Fire Hall #1	20	The shelf projects more than 4 inches into the circulation path.	\$ 200	11	Low		
Building	5	Fire Hall #1	21	There is no compliant bench in the locker room.	\$ 700	11	Low		
Building	5	Fire Hall #1	23	There are 3 toilet compartments none of which are wheelchair accessible. 5% and a minimum of 1 toilet compartment must be wheelchair accessible.	\$ 3,000	11	Low		
Building	5	Fire Hall #1	24	The rim of the urinal is too high.	\$ 1,350	11	Low		
Building	5	Fire Hall #1	25	Knee clearance at 27 inches off the floor is not 8 inches minimum deep.	\$ 2,500	11	Low		
Building	5	Fire Hall #1	26	The water and drain pipes under the lavatory are not adequately insulated.	\$ -	11	Low		
Building	5	Fire Hall #1	27	The faucet controls require twisting of the wrist.	\$ -	11	Low		
Building	5	Fire Hall #1	28	The mirror is mounted too high at 48" to the bottom of the reflective surface.	\$ 100	11	Low		
Building	5	Fire Hall #1	29	There are no accessible shower stalls.	\$ 3,500	11	Low		
Building	5	Fire Hall #1	30	The paper towel dispenser projects more than 4 inches into the circulation path.	\$ 400	11	Low		
Building	5	Fire Hall #1	31	The paper towel dispenser's operation mechanism is too high off the floor.	\$ -	11	Low		
Building	5	Fire Hall #1	33	The threshold is greater than 1/2 inch high.	\$ 500	11	Low		
Building	5	Fire Hall #1	34	The path in the bay area contains cross slopes greater than 2%.	\$ -	11	Low		
Building	6	Fire Hall #2	8	The sink in the kitchen area is 36" high where 34" maximum is required. Additionally no knee or toe space is provided.	\$ 2,000	11	Low		
Building	6	Fire Hall #2	9	The microwave is positioned too high for either a side or front approach.	\$ 500	11	Low		
Building	6	Fire Hall #2	10	The controls are located such that operation require reaching across burners.	\$ 2,000	11	Low		
Building	6	Fire Hall #2	19	The clothes rod hook is installed greater than 48 inches above the finished floor.	\$ 200	11	Low		
Building	6	Fire Hall #2	20	There is no compliant bench in the locker room.	\$ 700	11	Low		



CITY OF SHAWNEE, OK NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Shawnee will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: City of Shawnee does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: City of Shawnee will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City of Shawnee's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Shawnee will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Shawnee offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Shawnee, should contact the office of **Danny Vise, Jr., ADA/504 Coordinator at 405-878-1601 or danny.vises@shawneeok.org** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the City of Shawnee to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Shawnee is not accessible to persons with disabilities should be directed to **Danny Vise, Jr., ADA/504 Coordinator at 405-878-1601 or danny.vises@shawneeok.org**.

City of Shawnee will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.



CITY OF SHAWNEE, OK TITLE II GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Shawnee. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
City Manager's Office
16 West 9th St
Shawnee, OK 74801
Office: 405-878-1601
OK Relay: 7-1-1
Danny.vise@shawneeok.org**

Within 15 calendar days after receipt of the complaint, Danny Vise, Jr. or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Danny Vise, Jr. or his designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Shawnee and offer options for substantive resolution of the complaint.

If the response by Danny Vise, Jr. or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or their designee.

Within 15 calendar days after receipt of the appeal, the City Manager or their designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or their designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by Danny Vise, Jr. or his designee, appeals to the City Manager or their designee, and responses from these two (2) offices will be retained by the City of Shawnee for at least three (3) years.



OFFICE USE ONLY
DATE COMPLAINT OPENED: _____
DATE COMPLAINT CLOSED: _____

CITY OF SHAWNEE, OK

TITLE II ADA GRIEVANCE FORM

The City of Shawnee ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation, or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered, its recipients, sub-recipients, and contractors. To request an accommodation and/or an alternate format, please contact Danny Vise, Jr., ADA Coordinator at 405-878-1601.

Instructions: Please complete and sign the form and email or mail it to the City within 60 calendar days of any incident to:

ADA/504 Coordinator – Danny Vise, Jr.

Physical address:

Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
16 West 9th St
Shawnee, OK 74801

Phone: 405-878-1601
Email: danny.vise@shawneeok.org

1. Type of Grievance (check all that apply):

- ☐ Accommodation Request
 - ☐ Program/Service
 - ☐ Facility Accessibility
 - ☐ Other: _____
- _____
- _____

CONTACT INFORMATION

2. Reporting Individual:

Full Name:	
Address:	
City, State, Zip code:	
Phone:	Alternate Phone:
Email:	

3. Authorized Representative of Reporting Individual (if any):

Full Name:	
Address:	
City, State, Zip code:	
Phone:	Alternate Phone:
Email:	

DETAILS OF COMPLAINT / INCIDENT

4. Date/Time of Incident: _____

5. Department/Facility/Location Involved:

6. Describe the incident/complaint with enough detail so the nature of the grievance can be understood. Add additional pages if necessary:

7. Have attempts been made to resolve the complaint through a City Department? If yes, please describe the efforts that have been made.

8. Remedy Sought. What action do you want taken?

Signature

Date

Attach additional pages as necessary. If you need assistance, require an accessible format, or have questions about this form, please contact the City's ADA/504 Coordinator at:

Physical address:

Danny Vise, Jr., ADA/504 Coordinator
Assistant City Manager
16 West 9th St
Shawnee, OK 74801

Phone: 405-878-1601
Email: danny.vise@shawneeok.org



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: April 15, 2024
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Consideration of a resolution to surplus a Kubota Model No. ZD1211RL-72 mower.

Background: Staff is requesting to surplus a 72" Kubota Model No. ZD1211RL-72 mower. This equipment has been utilized by the McLoud Public Works Authority (MPWA) through an agreement with the City of Shawnee, for MPWA to maintain the grounds surrounding the Wes Watkins Reservoir. The current agreement began in 2018 and will not be renewed in the upcoming fiscal year. This equipment has reached the end of its useful lifespan due to its age and hours of operation. Staff is requesting the equipment to be declared as surplus.

Financial Impact: None

Attachments: Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SELL OR DISPOSAL AT THE CITY'S DISCRETION.

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

That the items of personal property are described as:

- 1) Kubota 72" Mower
COS Asset No. 4937
Model No. ZD1211RL-72

Said property is hereby declared as City owned property which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to sell or dispose of said items at the City of Shawnee's discretion.

PASSED AND APPROVED this ____ day of ____, 2024.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: April 15, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of an amendment to the Management Agreement between the City of Shawnee and Global Spectrum, L.P.

Background: The Heart of Oklahoma Exposition Center (Expo) is owned by the City of Shawnee. The facility is located just west of the Shawnee Regional Airport, and the Expo grounds are easily accessible from Highway 177. In operation since 1981, the Expo grounds encompass 52 acres and include fairgrounds with a conference center, outdoor and indoor arena seating, and a full-service 700-spot RV park. Its layout allows for the hosting of agricultural exhibits and events, trade shows, and corporate gatherings. In the last Fiscal Year with almost daily events, the Expo saw just under 300,000 visits from 111,000 unique visitors.

Although owned by the City, the day-to-day Expo operations are managed through a contract with a venue management firm. The current agreement with Global Spectrum, L.P. became effective on August 1, 2019, and is slated to end on June 30, 2024. The City recently advertised a Request for Qualifications to receive proposals from qualified firms for the management and operation of the Heart of Oklahoma Exposition Center.

City staff anticipates that proposal review, selection, negotiation, and contract approval will be complete by June 30, 2024. However, as several major events could potentially be affected by management contract changes, the City of Shawnee has asked the current Expo management firm to allow for an extension of the existing contract to minimize any disruptions to these scheduled events.

Financial Impact: As proposed in the FY 2024-2025 Budget Draft

Attachments: Management Agreement_First Amendment

Staff Recommendation: Approval of the item

**FIRST AMENDMENT TO THE MANAGEMENT AGREEMENT
BETWEEN THE CITY OF SHAWNEE AND GLOBAL SPECTRUM, L.P.**

This Amendment to the Management Agreement (this "Amendment") is entered into as of March 29, 2024, between the City of Shawnee, an Oklahoma Municipal Corporation ("City") and Global Spectrum, LP, a Delaware Limited Partnership d/b/a OVG360 ("Manager").

WITNESSETH

WHEREAS, the City and Manager are parties to a Management Agreement dated as of August 1, 2019 (the "Agreement"), pursuant to which the City engaged Manager to manage and operate the Heart of Oklahoma Exposition Center located in Shawnee, Oklahoma (the "Facility"); and,

WHEREAS, the City and Manager now desire to amend the Agreement as described herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Article 4, Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

"Section 4.1 Term. The initial term of this Agreement (the "Initial Term") shall be for five (5) years and two (2) months, beginning on the Effective Date and ending on September 30, 2024. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period, subject to the City providing written notice of such renewal to the Manager no later than June 30, 2024. The Initial Term plus any such renewal period is referred to herein as the "Term"."

2. Except for the modifications specifically set forth above, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
3. This Amendment shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflicts of law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first set forth above.

GLOBAL SPECTRUM, L.P.

By: _____

Name: Brian Rothenberg

Title: EVP and General Counsel

CITY OF SHAWNEE, OKLAHOMA

By: _____

Name: _____

Title: _____

ATTEST

City Clerk



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

Date: April 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Freese and Nichols, Inc. for water system improvements within the Midland Addition.

Background: On September 9, 2022, Engineering and Public Works briefed the City commission on multiple projects for which American Rescue Plan Act (APRA) funding would be used.

This new task order includes the replacement of approximately 1,100 feet of existing 2-inch water line that runs along Scott Street and N Minnesota Avenue in the Midland Addition. A visual of the project scope is attached to the task order. This project is included in the City's Capital Improvement Plan, and it was also included in the State ARPA application list.

Freese and Nichols, Inc. has been selected for this design, and their task order is for \$82,645.00. The project scope includes:

- Survey
- Preliminary and Final Design
- Bidding and
- Limited Construction Administration

Staff has reviewed the task order and recommends approval.

Financial Impact: \$82,645.00; funded from 304-5-1040-542000 - Capital Outlay-Buildings and Improvements; City Project No. 24-0810-16

Attachments: Shawnee TO #4 Contract - Midland Addition Waterline Replacement

Staff Recommendation: Approval of the Item



MASTER PROFESSIONAL SERVICES AGREEMENT

TASK AUTHORIZATION #4

City of Shawnee / Shawnee Municipal Authority

FNI Project: _____

16 W. 9th St.

Client Contract: _____

Shawnee, OK 74801

Date: **3/25/2024**

Project Name: T.O. 4 N Midland Addition Waterline Replacement

Description of Services: Please reference attached Scope of Services

Deliverables: Please reference attached Scope of Services

Schedule: Please reference the attached Project Schedule

Compensation Type: Per following breakdown

Basic Services	Design	\$30,000.00	Lump Sum
Basic Services	Bid	\$9,930.00	Lump Sum
Basic Services	Construction	\$16,420.00	Cost-Plus
Special Services	Topographic Survey	\$17,265.00	Lump Sum
Special Services	Hydraulic Analysis	\$6,830.00	Lump Sum
Special Services	ODEQ Permit Fee	\$2,200.00	Cost-Plus
	Total	\$82,645.00	

Amount Authorized: \$82,645.00

The services described above shall proceed upon execution of this Task Authorization. All other provisions, terms, and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

**CITY OF SHAWNEE / SHAWNEE MUNICIPAL
AUTHORITY**

By: _____

Name: _____

Title: _____

Date: _____

FREESE AND NICHOLS, INC.

By:  _____

Name: Alan C. Hutson, PE

Title: Principal/Vice President

Date: **March 27, 2024**

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING

The scope of this project includes replacing approximately 1,100 feet of existing 2-inch water line that runs along Scott Street and N Minnesota Ave in the City of Shawnee Oklahoma. The scope includes four (4) phases which are summarized as follows: Basic Services - Task A: Preliminary and Final Design, Task B: Bid Phase, Task C: General Construction Services, and Special Services - Task SS: Topographic Survey and Hydraulic Analysis. The scope from the standard agreement will be used in addition to the detailed scope of services below. The design will be based upon a single pipe material, which is anticipated to be HDPE. The proposed water line is anticipated to be 8-inch nominal in size. All proposed construction is anticipated to take place within existing R/W or easements and thus no easement acquisition is anticipated nor included in the scope of work.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PRELIMINARY AND FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:
1. Kickoff Meeting. This meeting will be held to introduce the Project team members, establish protocol and lines of communications, gather all available documents pertinent to the Project and discuss project scope and schedule. ENGINEER will document the results of the meeting in the form of meeting minutes. The kickoff meeting will be held virtually.
 2. Review previously prepared construction plans, land records, or other pertinent documents on file in the Engineering Department of the City, or other appropriate agencies. Conduct one (1) field visit. Advise Client as to the necessity of Client's providing or obtaining data or services from others and assist Client in connection with any such services.
 3. Utility Coordination. Contact and coordinate with franchise utility companies to inform them of the Project, update record information, coordinate survey and base mapping information, identify possible conflicts, and establish critical issues for preliminary design. Attend up to one (1) utility coordination meeting.
 4. Review Meetings. ENGINEER will conduct progress review meetings during the detailed design phase to review work completed, project schedule and other issues for up to two (2) meetings. ENGINEER will document the results of the meeting in the form of meeting minutes. All review meetings will be held virtually.
 5. PRELIMINARY DESIGN:
 - a. Preliminary Alignment: ENGINEER to prepare a proposed alignment along the project corridor. The proposed alignment will be sent to the CLIENT for review and concurrence.
 - b. Prepare preliminary design documents consisting of preliminary drawings, details, and outline specifications.
 - i. Water Line Plan and Profile (8" or larger): 1"=20' horizontal scale on 22"x34" full size sheets
 - c. Based on the information contained in the preliminary design documents, submit an opinion of probable Project Costs.

- d. Provide design submittal at 50% (Preliminary) design milestone.
 - e. Furnish three (3) printed copies and one (1) electronic copy (.pdf format) of the above preliminary design documents and present and review them with CLIENT.
 - f. Engineering Report (ER). ER will be provided to the CLIENT to coordinate the scope of the project with OWRB in conjunction with funding requirements. The ER will include the following information to review:
 - i. General description of the water system and source.
 - ii. Site map.
 - iii. Need and purpose for the project.
 - iv. Alternatives considered (if applicable) and associated costs.
 - v. Proposed alternative.
 - vi. Design and hydraulic information.
 - vii. Comprehensive cost estimate for the project including construction, engineering, inspection, legal fees, financial advisor (if applicable) and contingency.
 - viii. Discussion of coordination with any local, state, or federal entities (if applicable) which may be involved in the construction of this water line.
 - ix. Conclusions and Recommendations.
6. FINAL DESIGN: Upon approval of the Preliminary Submittal, FNI shall provide professional services in this phase as follows:
- a. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed (if surveys are to be furnished, they are Special Services, pursuant to Article II, or Additional Services, pursuant to Article III).
 - b. Traffic Control - Traffic control for the water line installation will be handled through narrative and notes on the general notes page, detailing to the contractor the anticipated closure needs. This traffic control plan (TCP) narrative will be developed in coordination with the utility plans in the final design phase. The TCP narrative will be phased such that each block will be closed to through traffic with temporary access being given to direct residents of that block and no more than one block at a time will be closed (five phases of construction). Notes will be added to the narrative to cover the contractor maintaining access to resident drives. Detailed Traffic Control plan sheets or local detours are not included.
 - c. Prepare revised opinion of probable construction cost.
 - d. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 - e. Provide design submittals at 100% (Final) design milestone.
 - f. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by Client, for each design submittal as described above. Upon final approval by Client, FNI will provide Client one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by Client.
7. Permitting. ENGINEER will submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required. The costs associated with any permits will be paid by the CLIENT. Known permits include:
- a. ODEQ Construction Permit
- B. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Client, FNI shall provide professional services in this phase as follows:
- 1. Assist Client in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the

- notice to bidders for Client to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Client.
2. Contract Document Production and Distribution method will be via the online CivCast website or OWNER website. ENGINEER will produce and upload 100% complete Contract Document sets to CivCast for bidding purposes.
 3. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.
 4. Assist Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
 5. Assist the Client in conducting a pre-bid conference for the construction projects and coordinate responses with Client. Response to the pre-bid conference will be in the form of addenda issued after the conference.
 6. At Client request, FNI will assist Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Client. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
 7. Assist Client in the preparation of Construction Contract Documents for construction contracts. Provide **ten (10)** sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Client and construction contractor. Distribute **five (5)** copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Client with the remaining **five (5)** copies of these documents for use during construction. Additional sets of documents can be provided as an Additional Service.
 8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

- C. CONSTRUCTION PHASE GENERAL REPRESENTATION: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase general representation services on an as-needed basis and as described below.

In performing these services, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI's standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If General Conditions other than FNI's standard are used, the Client agrees to include provisions in the General Conditions that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Client is named as an indemnified party.

1. Assist Client in conducting pre-construction conference(s) with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
2. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
3. Make up to two (2) visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Client. Visits to the site in excess of the specified number are an Additional Service.
4. Notify the Client of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
5. Interpret the drawings and specifications for Client and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Client, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
6. Conduct, in company with Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two (2) trips are an Additional Service.
7. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Furnish Client three (3) sets of printed copies and one (1) electronic copy (.pdf format) of "Record Drawings."

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

1. TOPOGRAPHIC AND SUE SURVEY

1.1. Horizontal & Vertical Control:

- 1.1.1. Set a minimum of (3) control points for horizontal and vertical purposes. The primary control points will be tied to the City of Shawnee control network.

1.2. Topographic Survey:

- 1.2.1. Topographic survey of the proposed route that will be based on the road ROW plus 10 feet on each side. We will collect roads, sidewalks, fences, creeks, curb and gutter, retaining walls, all visible drainage structures, and visible and/or marked utilities, underground utilities with inverts, upstream and downstream utilities.
- 1.2.2. City of Shawnee, Oklahoma atlas sheets will be obtained and utilized to locate public utilities (sewer, storm, water) and to verify pipe sizes and material. Invert elevations of existing storm and sewer lines shall be determined by opening manhole lids as necessary to determine gravity line elevations.
- 1.2.3. Cross sections at 25' density including applicable break lines.
- 1.2.4. Contours at 1.0' minimum density.

1.3. Utilities:

- 1.3.1. Subconsultant will perform Quality Level B Subsurface Utility Engineering (SUE) in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data".
- 1.3.2. Survey all marked/exposed utilities and place in the Civil 3d and/or AutoCAD drawing.
- 1.3.3. All utility information will be placed in the Civil 3d and/or AutoCAD drawing.

1.4. All exiting force mains, overhead power lines, fiber optic line, other existing utilities, and any other utilities found those the 811 process will be located within the provided survey limits.

1.5. Property Plotting:

1.5.1. Document Research

- 1.5.1.1. Research deeds, plats, and other documents from County Clerk's and Assessor office websites.
- 1.5.1.2. Surveyor will search for property monuments that fall within the proposed survey corridor.
- 1.5.1.3. Right of way data will be shown according to the current Pottawatomie County Assessor's data. If property reports are required at a later date, this data may be revised to reflect additional recorded instrument data.

1.6. Project Review and Deliverables:

- 1.6.1. Project will be reviewed by Professional Licensed Survey
- 1.6.2. Surveyor will provide an AutoCAD .dwg file and any field notes of the project area
- 1.6.3. All document research relevant to the project will be provided by SharePoint in an excel file with links to the related documents.

2. HYDRAULIC ANALYSIS

- 2.1. Develop Water System Model for ODEQ permitting only: FNI will utilize GIS mapping system of the City water system and record drawings of recently constructed improvements to develop the water system model for all water lines 2-inches and greater and where size and pipe material are available. FNI will add pumping and storage facility data to the model to represent current water system conditions.
- 2.2. FNI will need the following data from the CITY to review for input into the model.
 - i. Water line GIS data (if we don't already have it)
 - ii. As-built plans for the Edwards Elevated Storage Tank
 - iii. Citywide Population Projection (current)
 - iv. Average Day Water Production
 - v. SCADA or information on the "typical" operating ranges of the Edwards EST
- 2.3. The City will provide hydrant pressure testing information for locations surrounding the proposed waterline. FNI will estimate current water demands for maximum day and fire flow conditions.
- 2.4. Distribute existing Water Demands and Conduct Model Validation: FNI will distribute calculated water demands based on design criteria determine by FNI and the City and will conduct steady-state model calibration by adjusting peaking values and demand allocation distribution.
- 2.5. Conduct Fire Flow Analysis: Fire flow results will be used to verify replacement of water lines are compliant with ODEQ standards. Fire flow analysis will be shown using the model output and shaded mapping of available fire flows.

3. ODEQ PERMIT

- 3.1. Develop Water System Model for ODEQ permitting only: FNI will utilize GIS mapping system of the City water.
- 3.2. FNI will prepare and submit ODEQ permitting documentation for ODEQ review and approval. FNI will pay for permit fee and city will reimburse FNI the full cost of the permit.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized

by Client, are described as follows:

1. Property reports can be provided to determine current ownership and to show any recorded easements or rights of way along the proposed alignment.
2. Proposed Easement support documents (legal descriptions and exhibits) can be created to meet the current City of Shawnee guidelines.
3. Proposed easements can be staked (one time per fee item) as requested.
4. Right-of-way access permitting and/or landowner coordination or right-of-entry permission.
5. GIS mapping services or assistance with these services.
6. Provide Geotechnical investigations, studies and reports.
7. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
8. Furnishing the services of a Resident Project Representative to act as Client's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Client against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Client provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Client agrees that whenever FNI informs him in writing that any such personnel provided by the Client are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

9. Assisting Client in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
10. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
11. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
12. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

13. Services required to resolve bid protests or to rebid the projects for any reason.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the schedule presented in Exhibit A.

Milestone/Deliverable	Calendar Days / Deadline
Initial kick-off/Coordination Meeting	14-days from receipt of Notice to Proceed
Submit Preliminary Plans	8 Weeks from Initial Kickoff Meeting
Submit Final Plans	4 Weeks from Prelim Comments
Bid Phase	Approximately 8 Weeks from Signed Sealed Plans
Construction Phase	Approximately 25 Weeks from Bid Phase

EXHIBIT A – PROJECT SCHEDULE

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require

to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- J. If Client designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services as defined in Attachment SC, Article I, D, together with such adjustment of compensation as appropriate.
- K. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- L. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- M. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- N. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Seth Barkhimer, P.E.
Phone: (405)-878-1506
Email: seth.barkhimer@shawneeok.org

Client's Accounting Representative – Lindsey McNabb-Fox
Phone: (405)-878-1650
Email: lindsey.fox@shawneeok.org

FNI's Designated Representative – Jonathan Faughtenberry, P.E.
Phone: (682) 444-2871
Email: Jonathan.faughtenberry@freese.com

FNI's Accounting Representative – Stephanie Kirchstein
Phone: (817) 614-2360
Email: stephanie.kirchstein@freese.com

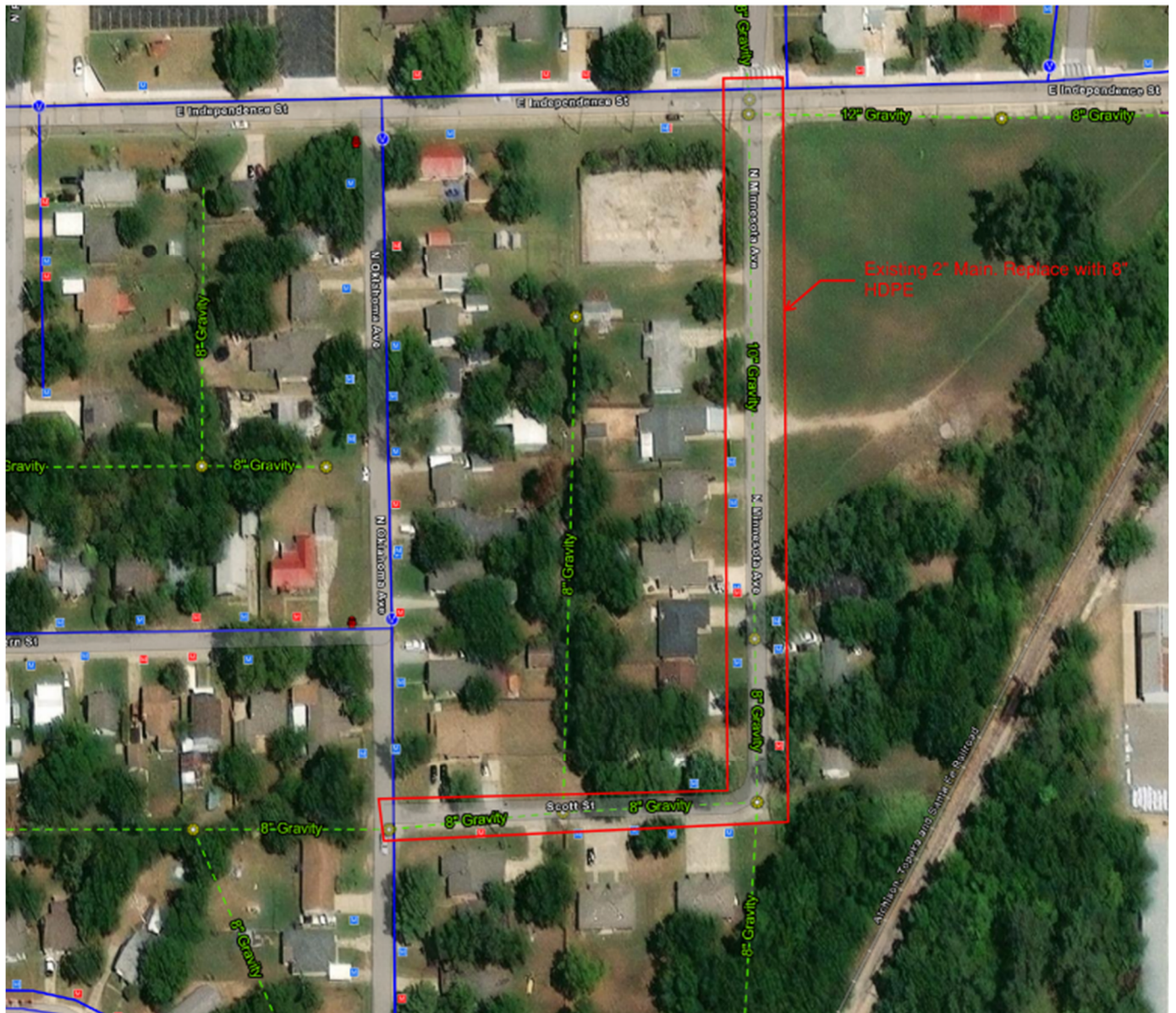


EXHIBIT B – PROJECT LOCATION



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

Date: April 15, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Consider approval to authorize City Manager to negotiate and execute a contract with Landmark Construction to provide Construction Manager at Risk Services for the Shawnee Fire Department Station 3 Remodel.

Background: The City of Shawnee has requested statements of qualifications from qualified firms for Construction Manager at Risk (CMAR) services for the Shawnee Fire Station 3 Remodel Project. CMAR is a delivery method which entails a commitment by the Construction Manager (CM) to deliver the project within a Guaranteed Maximum Price (GMP) which is based on the construction documents and specifications at the time of the GMP plus any reasonably inferred items or tasks. The CMAR provides professional services and acts as a consultant to the City in the design development and construction phases. This delivery method has several unique benefits for the City, including:

- A higher level of cost control from the start. During the design process, the CMAR provides cost estimates at pre-established points. If these cost estimates are in line with the established budget, the architect then moves on to the next phase of design. If not, the CMAR, City, and Architect assess the cost estimate and make design changes to bring the design back into budget alignment. This process ensures budget success.
- The CMAR is an advocate for the City and manages the project with the City's best interest in mind at all times.
- The City's risk is limited by the CMAR process providing the construction documents are complete and proper allowances and contingencies are built into the GMP.
- Constructability and value to the City are afforded by the Value Engineering expertise brought to the process by the CMAR.
- CMAR services are professional services like architectural, engineering, surveying, etc. The CMAR's main purpose is not to construct the project, but to manage the construction of the project. This management focus adds value to the project.

Staff received two (2) qualified responses, which were then evaluated based on the evaluation criteria included in the Request for Proposals (RFP). Based on the criteria, the following evaluation scores were tabulated, and the proposals ranked as follows:

- Landmark Construction- 88.02
- Downey Contracting- 82.02

Based upon these evaluation scores, staff recommends approving authorization for the City Manager to

negotiate a contract with Landmark Construction to provide CMAR services for this project in an amount not to exceed \$175,000.

Financial Impact: \$175,000; funded from 2018 Capital Improvement Fund, Fire Suppression, Capital Outlay-Buildings and Improvements; 303-5-0720-54200

Attachments: Score Sheet 2024-C-21-04E, Notice to Proposers for RFQ 2024-C-21-04E CMAR for Fire Station 3 Remodel, Plan Holders List 2024-C-21-04E Fire 3, RFQ 2024-C-21-04E Construction Manager at Risk for Fire Station 3 Remodel, Addendum 1 to RFQ 2024-C-21-04E

Staff Recommendation: Approval of the item, not to exceed \$175,000

Evaluation Score Sheet for RFQ# 24-0640-01

Respondent	General Professional Impression (0-15)	Project Completion (0-15)	Socioeconomic Factors (WBE, MBE, DBE) (0-5)	Ability & Capacity (0-25)	Timely Delivery Experience (0-10)	Understanding of Project (0-10)	Financial Controls (0-20)	Total
Downey Contracting	15	14.34	0	20.67	7.67	8.34	16	82.02
Landmark Construction	15	14.67	0	24.34	8.34	9.67	16	88.02

NOTICE TO PROPOSERS:

Notice is hereby given that the City of Shawnee will receive sealed proposals at City Hall (City Clerk's Office) at 16 W. 9th St., Shawnee, OK, 74801 for: **CONSTRUCTION MANAGER AT RISK FOR CITY OF SHAWNEE FIRE STATION #3 REMODEL.**

Sealed proposals will be received by the City Clerk until 3:00 p.m. on Monday, February 26, 2024. All bids received at said time will be opened in the City Hall City Commission Chamber at 16 W. 9th St., Shawnee, OK, 74801 at 3:15 p.m. on Monday, February 26, 2024, and evaluated for completeness and correctness. All bids received past 3 p.m. shall be returned. Firms or companies desiring to provide services, as described in the Scope of Work, shall submit one (1) original complete physical sealed bid and one (1) electronic copy on a USB device in a sealed envelope. The outside of the proposal envelope should be clearly marked with the project name "RFQ# 2024-C-21-04E CMAR for City of Shawnee Fire Station 3 Remodel" as well as the name and address of bidder.

The Request for Qualification documents may be examined at: the City Clerk's Office, at the address listed above. A physical copy of the Request for Qualifications may be obtained from the City Clerk by prospective proposers at this location, upon request from the for \$25. Prospective bidders may obtain a digital copy, at no cost by requesting the documents via email from Danny Vise, Jr., Assistant City Manager, at: danny.vise@shawneeok.org.

Additional information regarding the Request for Qualification documents, including addenda and responses, may be obtained from: https://www.shawneeok.org/services/current_bids_proposals/index.php

Proposals will be referred to City staff for evaluation. The City of Shawnee reserves the right to reject any and all proposals without assigning reason thereof and to waive any technicalities in the proposal process. No proposals may be altered, withdrawn, or resubmitted within 90 days after the date set for the opening of the sealed proposals.

All questions regarding this Request for Qualifications must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on February 16, 2024. The City may issue an addendum to the Request for Qualifications for distribution to all known prospective proposers.

City of Shawnee, Oklahoma



By: Danny D. Vise, Jr
Assistant City Manager

- AC Owen
Maria Spadaccini
maria@ac-owen.com
802-922-4218
- Downey Contracting
Day Zimbleman
dzimbelman@downeycontracting.com
- Landmark Construction Group
Matt Smith
msmith@landmarkokc.com
405-843-8041
- ePlan
John Noll
eplan@eplanbidding.com
573-447-7130
- Lippert Brothers
Caleb Miller
cmiller@lippertbros.com
405-478-3580
- SWCN Planroom
Cathy Minx
planroom@swcnews.com
405-948-7474
- Dodge Construction Network
John Doroy
John.doroy@construction.com
844-326-3826 x9210
- HP Engineering
Sharla Victor
svictor@hpengineeringinc.com
918-553-3322
- Construct Connect
Justine Cataylo
Justine.cataylo@constructconnect.com
323-602-5079 ext 75315
- Miller-Tippens Construction
Lance Green
lgreen@miller-tippens.com
405-204-0197
- Fenix
Jerrod Carpenter
jerrod@fenixci.com
580-220-5988
- Sagemill Construction
Rance Miller
rance@sagemill.net
918-810-4071
- Crossland Construction Company
Aaron Stoops
astoops@crossland.com
405-612-7840
- Guernsey
Corbin Campbell
corbin.campbell@guernsey.us
405-416-8351
- Manhattan Construction Company
Brooke Haneborg
bhaneborg@manhattanconstruction.com
405-254-1050



**Request for Qualifications for:
Construction Manager at Risk (CMAR)
for
City of Shawnee Fire Station #3
RFQ# 2024-C-21-04E**

Sealed Bids Due Friday, February 26, 2024, at 3:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

City of Shawnee, Oklahoma
Request for Qualifications

CMAR for City of Shawnee Fire Station 3

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Envelope should be clearly marked:
RFQ# 2024-C-21-04E CMAR for City of Shawnee
Fire Station 3 Remodel**

SUBMITTAL COVER SHEET

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

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () 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 bid 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: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

RFQ# 2024-C-21-04E CMAR for City of Shawnee Fire Station 3

SIGNATURE PAGE

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

Firm Submitting Proposal

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting RFQ (Print)

Title

Signature

Date

STATEMENT OF NEED

The City of Shawnee is seeking a Construction Manager at Risk (CMAR) to provide construction services for the remodel of the Shawnee Fire Department Fire Station #3 at 500 East MacArthur Street, Shawnee, Oklahoma. These services will be coordinated with the City's selected architectural and engineering (A&E) firm, Brandsetter Carroll, Inc. It is anticipated that the 4,800 square foot fire station will have a renovation budget of \$2,050,000.00. The scope of this project is planned to include a renovation of portions of the existing facility and a potential addition to the existing facility.

The delivery system for this Project is Construction Management at Risk (CMaR). This is a project delivery method based on an agreement whereby the City acquires from a construction entity a series of services that can include, but are not necessarily limited to: design review, scheduling, cost control, value engineering, constructability evaluation, preparation and coordination of bid packages, and construction administration. The construction entity, after providing these services during the pre-construction period, takes on the financial obligation to carry out construction under a specific cost agreement. The Construction Manager is a person or firm, who acts as an agent of the City for the construction project; who coordinates and manages the construction process; who is a member of the construction team with the City, design profession and other consultants that may be required for the project; and who utilizes skill and knowledge of general contracting to assist in the development of schedules, preparation of project construction estimates, study of labor conditions and provides advice concerning construction, safety and other issues related to the Project that may surface. Issues may include, but are not limited to, monitoring progress, payments, changes and other factors affecting cost or as may otherwise be specified herein.

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.

<u>Date / Time</u>	<u>Action</u>
February 3, 2024	Advertising of Request for Qualifications
February 10, 2024	Advertising of Request for Qualifications
February 12, 2024 at 2 p.m.	Pre-Proposal Meeting
February 16, 2024 at 5 p.m.	Last day and time for Respondents to submit questions
February 26, 2024 at 3 p.m.	Deadline for Submittals
March 1, 2024 to March 8, 2024	Interviews with Firms
March 18, 2024 at 6 p.m.	Anticipated Award of Contract
March 1, 2024 to March 8, 2024	Interviews with Firms
March 18, 2024 at 6 p.m.	Anticipated Award of Contract
June 3, 2024	Estimated Start of Construction

1. SCOPE OF SERVICES. The following summary is intended to provide a general understanding of the City's expectations and is not all inclusive.
 - 1.1. Preconstruction Phase Services and Activities. The Preconstruction Services of the CMAR will begin with preparing cost estimates of the contract documents prepared by the A/E firm and counsel and establishment of the Guaranteed Maximum Price (GMP). The CMAR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, and periodically provide cost estimation during the design process. The preconstruction phase will extend from the point of CMaR's engagement through execution of the GMP amendment. More specifically, the CMaR shall provide at least the following preconstruction services and activities:
 - 1.1.1. Project Meetings: Attend and participate in Project meetings approximately weekly. Meeting minutes will be provided by the A/E firm.
 - 1.1.2. Cost Estimating: Provide ongoing cost estimating support to the Project Team throughout the design process.
 - 1.1.2.1. Prepare and refine cost estimates periodically throughout the design process and make recommendations for revisions necessary to keep each component of the Project in budget.
 - 1.1.2.2. Prepare formal cost estimates at the time of 75 percent construction documents (CD) and 100 percent CD for each component of the Project. Estimates must note assumptions made to prepare the estimate, including clear definition of qualifications, allowances, contingency, and escalation factors.
 - 1.1.2.3. CMAR is to notify the A/E firm and the City of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work and find resolution to keep the project in budget.
 - 1.1.2.4. Work collaboratively with the City and the A/E firm to develop alternatives to keep the Project estimates within the Project Budget.
 - 1.1.3. Construction Planning, Scheduling, and Long Lead Analysis: CMAR to work with the City and the A/E firm to develop a schedule for design activities to facilitate the City's schedule. Participate in development of the Project master schedule, evaluate all aspects of materials and components for constructability, cost, and schedule goals. The CMAR will identify long lead items requiring early bid packages and recommend issue dates to meet the required Project Schedule.
 - 1.1.4. Cash Flow Planning: Provide construction cost cash flow projections.
 - 1.1.5. Guaranteed Maximum Price (GMP): Provide a proposed GMP at such time as the City, A/E firm, and CMaR determine that the drawings and specifications are sufficiently complete (likely after CDs are complete). In addition, the GMP proposal will include:
 - 1.1.5.1. List of allowances
 - 1.1.5.2. List of contingencies, including the CMAR's/City, proposed contingency if any.
 - 1.1.5.3. List of the assumptions and clarifications made by the CMAR in the preparation of the GMP proposal, as approved by the City and Consultant.
 - 1.1.5.4. Line-Item Summary of all major bid items and other components comprising the GMP. Final GMP occurs after all bid packages have been bid.

- 1.1.5.5. Agreement between the City and the CMAR of the GMP will be evidenced by a contract amendment signed by the Parties.
- 1.1.6. Final Pre-Bid Review: Complete a final quality/coordination/constructability review of the Construction Documents prior to issuing plans and specifications to bidders.
- 1.1.7. Cost Allocation: Provide cost allocation for various Project components as required by the City.
- 1.2. Construction Phase Services and Activities. The selected CMAR shall incorporate the following elements into construction phase activities, along with all typical tasks associated with managing a Project of this scope and scale or as otherwise required in the Project contract documents:
 - 1.2.1. Weekly Meetings: Conduct weekly job site meetings that include appropriate subcontractors and Prime Contractors, City representatives, and the A/E firm's representative to review open issues, schedule work, and resolve pending or upcoming issues. The CMAR will prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. The CMAR will distribute written meeting minutes and action item lists within 48 hours of each meeting.
 - 1.2.2. Monthly Progress Billings and Status Report: Prepare a monthly report with each progress billing that details a project work status report, pending issues, contingency status, schedule status and project progress commentary with applicable job-site photos.
 - 1.2.3. Procurement: The CMAR will assist the bidding process, evaluate proposals, and interview contractors (along with the A/E firm and the City). The Project Team will utilize, by mutual agreement, the following method for awarding fixed-sum contracts to contractors for portions of the work: competitive bid in compliance with the Oklahoma Competitive Bidding Act. For those contracts to be awarded on a competitive bid basis, CMAR shall solicit a minimum of three (3) competitive, publicly advertised bids for each trade category unless otherwise authorized by the City.
 - 1.2.3.1. While this project is not currently funded through any federal funding sources, the CMAR shall be familiar with the procurement requirements of federally funding projects in the event federal funding is secured for portions or all of the project. If federal funding is secured, all procurement and subsequent contracts shall meet all federal requirement criteria.
 - 1.2.4. The CMAR will provide a written award recommendation for the City's approval before executing subcontracts.
 - 1.2.4.1. Contractor Selection Strategy/Bidders List: Project Team strategy for selecting contractors/providers for all work reflected in Project documents is lowest responsible and most advantageous to City. Unless authorized by the City, a minimum of three (3) subcontractor bids for each trade.
 - 1.2.4.2. Self-Performed Work Proposals: For work that the CMAR proposes to self- perform, the CMAR is required to announce at pre-bid meetings that they intend to bid on specific bid packages. The CMAR will be required to submit its qualifications for the self-performed work. If the City is satisfied with CMAR's qualifications, CMAR will submit a bid to the City. The City will participate in opening and evaluating bids.
 - 1.2.5. Cost Management: Provide on-going cost management throughout the completion of the construction process:
 - 1.2.5.1. Provide construction contingency and Project Budget updates at 100 percent complete CDs. The

CMAR will track and log bid savings and bid losses on a construction contingency log. The CMAR will review the log with the City no less than biweekly. Trade contracts and the CMAR's records of line-item contingencies will be open book and shall upon request be shared with the City throughout the project.

1.2.5.2. The CMAR will inform the City of pending cost issues and potential change orders within five (5) business days of identifying potential issues. The CMAR will implement and maintain a current log of pending cost issues impacting the final cost of the Project and review the log no less than biweekly with the City and lease holder representatives.

1.2.5.3. Implement effective cost management control and potential alternatives to provide the City with the opportunity to make such decisions as required to keep the Project cost within the budget.

1.2.5.4. Provide drawdown and cash flow projections for the project during construction and update as necessary. The CMAR should anticipate multiple bid packages. The CMAR will develop a strategy for issuing bid packages to facilitate an efficient construction schedule. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents and to minimize construction duration while allowing the bid packages to be completed efficiently. Multiple bid packages shall not be utilized for the purpose of avoiding any requirement to comply with the Oklahoma Competitive Bidding Act.

1.2.6. Schedule Management: Provide ongoing schedule management throughout the construction process.

1.2.6.1. The CMAR will prepare and manage a logic-based critical path project schedule indicating key milestone events, dates, and responsibilities. The project schedule must include design efforts, preconstruction activities, procurement, and construction activities. The CMAR will provide regular monitoring of the actual progress versus the scheduled progress, identify any variances, and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.

1.2.6.2. The CMAR will determine the adequacy of the contractors' personnel and equipment and the availability of materials and supplies to meet the schedule and report to the Project Team no less than weekly.

1.2.6.3. Prepare a three-week look-ahead schedule on a weekly basis to coordinate construction activities and to facilitate interface between the City's separate contractors and suppliers, if any, and CMAR-managed construction activities.

1.2.7. Quality Control: Complete construction of the work in strict accordance with the quality requirements established by the contract documents.

1.2.7.1. All testing and independent inspection services required will be secured and paid for the City. The CMaR will cooperate and coordinate with testing and inspection service agencies. The CMAR will be responsible for the cost of additional testing due to failed tests.

1.2.7.2. The CMaR will develop an initial punch list for contractors in consultation with the City and its representative prior to a formal punch list issued by the A/E firm. The CMAR will ensure completion of initial punch list prior to the A/E firm's punch list walkthrough.

1.2.7.3. Work cooperatively with the Project Team and City to develop and implement an effective commissioning plan.

1.2.7.4. The CMAR will complete a review of each bid package to ensure quality, coordination, and

constructability prior to issuing bid documents to subcontractors.

1.2.8. Safety Plan: The CMAR will implement a formal Project safety plan.

1.2.9. As-Built Records: Maintain a record of as-built conditions throughout construction which includes all field revisions. Submit as-built documents, operating and maintenance manuals and warranties to the City.

1.2.10. Project Closeout: Provide timely submission of operation/maintenance manuals, completed punch lists, warranties, coordination of training, submission of as-built field documents, and financial close out of the project. The CMAR will actively support and participate in commissioning activities. Provide on-site operational training for all major building systems and video record training sessions with the City.

1.3. Projects may be funded by the City of Shawnee, State, Grant, and/or Federal Funds. Successful firms will be required to comply with all applicable requirements.

1.4. Project Budget

1.4.1. The current conceptual total project estimate is \$2 million. The City, A/E firm, and the CMAR (collectively the Project Team) will work collaboratively to establish the Project Budget. Delivering the completed project, within the Project Budget and timeframe, once established, is of high priority. City Contingency for the project is five (5) percent.

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

RFQ# 2024-C-21-04E CMAR for City of Shawnee Fire Station 3 Remodel

Due Date: February 26, 2024 at 3:00 p.m. Central

2.2. Instructions to Professionals

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink and one (1) electronic form on USB drive of the complete submittal package that can be reproduced. All copies shall be in 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 firms 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 firms 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 firm 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.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Proposal Cover Sheet.

2.3.2. Acknowledgement of number and date of addenda received. (Attachment C)

2.3.3. Cover Letter of Interest - One page – Provide a statement indicating your ability to provide timely service and describe the benefits the City will receive from selecting your company. Cover letter to be signed by a fully authorized official of the firm.

2.3.4. Company profile including but not limited to: State of Oklahoma License, if applicable.

2.3.5. Company Project Team – List the executives and staff members from your company that would be working on this facility and list their relevant experience for a similar scale of building being proposed for construction. Be sure to include all relevant staff members from pre-construction and construction phase of the project. For the project manager, superintendent and any other key staff members that you think are key to your success in managing projects, provide at least one client and one architect/engineer reference from a recent project.

2.3.6. Pre-Construction Approach – Describe your company's approach to preconstruction services. Explain your company's approach to working with the architect/engineering firms selected to design the project. Describe the level of detail included in your cost estimates at various stages of design. Give examples in your company's creativity in value analysis/engineering and constructability reviews. On a project of this scale, what would you anticipate the total commitment of hours for the assigned personnel prior to the City's acceptance of the GMP?

2.3.7. Construction Approach – How you approach development of the project schedule for the major construction activities from the notice to proceed through project completion, so the project stays on track and doesn't wane or languish to get to final completion. Describe your change management process and reporting during construction. Explain your approach to safety on the construction site and your company's experience modification rate (EMR) for the last three years. How does your company ensure quality control throughout the construction process. Finally, explain your company's approach to maintaining budgets.

2.3.8. Company Experience and Client References - Provide two relevant projects preferably in our region within the last 5 years that are of a similar building usage and scale and client references for your company from these projects.

2.3.9. Litigation History – Provide five years of history and any current litigation including a summary of each case.

Provide a statement of assurance that any current or pending litigation will not have an adverse financial effect on the performance of the project.

2.3.10. Financial Background - Provide the name and contact of your firm's surety and description of bonding capacity available. Additionally, a statement from a surety company authorized to do business in Oklahoma indicating the firm's ability to obtain a performance and statutory and maintenance bond in the amount of not less than 100 percent (100%) of the GMP. (Such bonds will be required from the selected CMaR upon receipt by the selected CMaR of a Notice to Proceed with construction.)

2.3.11. Certification of WBE, MBE, or DBE, if applicable.

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

2.3.13. Attachment B: No Proposal Notification, if necessary

2.3.14. Attachment D: Non-Collusion Affidavit

2.3.15. Attachment E: Conflict of Interest Certification

2.3.16. Attachment F: Affidavit of Single Submittal

2.3.17. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. 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 RFQ. 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 1/2" x 11") and bound with a spiral type binding that will allow the submittal to lie flat when open. Do not use metal-ring hard cover binders.

2.4.3. Include a Table of Contents page for the entire submittal and give sequential page numbers for each part of the submittal including attachments. **ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS RFQ.** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

2.4.4. Separate each part of the submittal packet by use of a divider sheet with a tab for ready reference. Tab references shall correspond with the Table of Contents page.

2.4.5. 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.

2.4.6. 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.

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

2.4.8. Detailed staff resumes including list of industry certifications may be included as a second attachment to

the submittal packet. These additional pages will not be counted against the thirty (30) pages of the main content or the ten (10) additional pages of information.

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 RFQ 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 website found at:

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 to any requirements, terms or conditions not stated herein.

- 2.5.2. The City 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, firm 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 RFQ, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

- 2.5.7. Inquiries concerning Request for Qualifications – CMAR for Fire Station #3 should be addressed as follows:

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

Or via email to: danny.vise@shawneeok.org

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

- 2.6.1. Reject any and/or all Proposal submittals.
- 2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.
- 2.6.3. Revise the RFQ and/or issue addenda to the RFQ, in the event it becomes necessary to revise any or part of the RFQ. Addenda will be provided to all those who received the RFQ.
- 2.6.4. Cancel or re-issue the Request for Qualifications, in whole or in part, prior to execution of a contract.
- 2.6.5. Negotiate with the Respondent.
- 2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.
- 2.6.7. Waive any informalities or regularities.
- 2.6.8. Request additional information or require a meeting with the Respondent for clarification.
- 2.6.9. Request presentations from Respondents following submission of the Proposals submittal.
- 2.6.10. 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 RFQ or, individuals who could be characterized as recipients, beneficiaries, or users of the RFQ'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 professional services firms 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:

General Professional Impression	15 pts
Quality and successful completion of projects of similar size and cost.	15 pts
Socioeconomic Contractors (WBE, MBE, DBE)	5 pts
Firm's ability and capacity to perform the work.	25 pts
Time schedule and experience at timely delivery of design documents.	10 pts
Firm's ability to demonstrate understanding of the project requirements.	10 pts
Financial Controls	20 pts
<i>*Ability to accurately estimate and complete the project within available budget*</i>	

Maximum Point Total	100 pts
----------------------------	----------------

- 3.3. By submitting a response to this RFQ, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the most qualified firm(s) will require subjective judgments by the City of Shawnee.
- 3.4. In-Person interviews shall be required by the City of Shawnee for all firms that are considered for short list

selection.

- 3.5. It is incumbent upon each respondent to furnish complete and relevant information to receive proper consideration. The committee could develop a short list for firms to interview. The number of shortlisted firms will depend on the number of responses received.
- 3.6. To be considered for the short list selection, the firm must demonstrate the ability to provide a performance and statutory and defect bond in the amount of the Gross Maximum Price (GMP).
- 3.7. 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.

3.8. Interviews

- 3.8.1. The interview may consist of up to a 30-minute presentation by the Respondent, a 15-minute question-and-answer session, and a five-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the Project should participate in the interview.
- 3.8.2. Upon completion of the interviews a firm will be selected. The selected firm will commence negotiations of a fee for services with the City.
- 3.8.3. If an agreement for services cannot be reached with the selected firm, the City will begin negotiations with another firm that the selection committee believes is the next best alternative. The same process will be repeated with the other firms if no such agreement can be reached. Upon successful negotiations with a firm, the City may enter into a contract with the selected firm. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.
- 3.8.4. Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

4. GENERAL TERMS AND CONDITIONS

- 4.1. Firms are cautioned to read the information contained in this RFQ carefully and to submit a complete response to all requirements and questions as directed. This RFQ will be superseded by the City/CMAR Agreement and its related contract documents.
- 4.2. The City intends to utilize AIA Document A133-2019 or a similar form to be determined by the City between the City and Construction Manager as Constructor, as modified, with the successful firm. The City of Shawnee Standard Specifications for Construction will also govern the parties and both documents will form the basis of the Agreement between the City and CMaR (hereinafter City/CMaR Agreement). The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.3. Acceptable Sealed Submittals: 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. the City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.4. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the

City of Shawnee by the due date and time.

- 4.5. Governing Law and Venue: This RFQ 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.
- 4.6. 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 firm 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.
- 4.7. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.8. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.9. Observance of the City of Shawnee Rules and Regulations: Firm 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 firm 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.
- 4.10. 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 firms for services and/or commodities similar to those specified within this RFQ.
- 4.11. Limitations of Remedies and Indemnification: Any firm awarded the RFQ 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 firm's employees or agents. the City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. the City of Shawnee does not agree to indemnify the vendor.
- 4.12. The firm 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 RFQ may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this RFQ.
- 4.13. The professional service firm 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.
- 4.14. The agreement between the firm 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 firm if the firm does not provide satisfactory service or fails to follow a reasonable schedule of agreed upon services, or otherwise fails to operate in a professional manner.
- 4.15. The professional services firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.16. Insurance: Prior to beginning work, successful bidder 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.

4.16.1. The firm 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 firm. With the exception of professional liability, all policies shall be written on an "occurrence" not "claims made" basis.

4.16.2. The insurance certificates should be delivered to:

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

4.16.3. Each insurance policy maintained by Contractor must be endorsed as follows:

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

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

4.16.3.3. "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.

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

4.16.5. The firm shall maintain the following:

4.16.5.1. 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.

4.16.5.2. The firm 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 firm shall provide certification of such insurance and a copy of the policy upon request.

4.16.5.3. The firm shall maintain automobile liability coverage during the term of the agreement. The minimum limit of this coverage shall be \$1,000,000 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 firm 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 firm shall provide

certification of such insurance and a copy of the policy upon request.

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

4.17.1. Construction contingency use will require approval by the City.

4.17.2. Once the GMP amendment is executed, the CMaR's fee and reimbursement for personnel shall not change unless the cumulative additive total of all change orders, both positive and negative, results in an increase of more than five (5) percent of the original GMP.

4.17.3. The City will withhold five (5) percent from each of the CMaR's applications for payment as retainage on CMAR's Fee and General Conditions.

4.17.4. The CMAR will coordinate and integrate its work on the Project with the work of the City's separate contractors and consultants. The CMaR will ensure that its work on the project supports and otherwise accommodates the work being performed by others on the project.

4.17.5. Final terms of the City/CMAR Agreement will be negotiated during the contract negotiation phase. The City reserves the right to negotiate and change any provision contained herein.

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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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.

Contractor's Authorized Official

Date

Name & title of Contractor'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.

_____ **WILL NOT SUBMIT A RESPONSE**

Vendor Name

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 bid against MANUFACTURER on this item.

_____ Cannot bid against RESELLER on this item.

_____ Specifications not clear enough to submit a response *(please explain)*.

_____ Time frame for bidding 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.: Dated:

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 BID.

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/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

Attachment D: Non-Collusion Affidavit of Vendor

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

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm'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. _____ (Firm'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, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm'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.

(Officer or Agent)

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

(SEAL)

My Commission Expires

(Notary Public)

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the 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 this transaction imposed by section 31 USC 1352. 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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Attachment F: Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, despises and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 2023 by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires



ADDENDUM #1 TO
RFQ 2024-C-21-04E
CONSTRUCTION MANAGER AT RISK FOR COTY OF SHAWNEE FIRE STATION 3

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Qualifications as follows:

The Title Page (page one) is amended to clarify that "Sealed Proposals are Due Monday, February 26, 2024, at 3 p.m. Central."

The following language shall be added to Section 3

- 3.4.1. The City of Shawnee intends to interview all firms who submit qualified responses. In the event that more than five (5) qualified responses are received, staff shall evaluate proposals based on the criteria in Section 3.2 to determine firms to be added to the "short list" for interview up to a max of ten (10) firms, who shall be selected based on the ranking of highest rated proposals.



Public Works Department
111 S. Kickapoo St.
Shawnee, OK 74801
ShawneeOK.org

Date: April 15, 2024
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Subject: Consideration of a resolution updating the City Fee Schedule by amending portions of the Shawnee Fairview Cemetery fees pursuant to Sections 10-9 and 10-11 of Chapter 10 of the City Code.

Background: The primary revenue for the Cemetery is obtained through lot sales and fees associated with internment. Upon reviewing Fairview Cemetery's fees, it was discovered that the current fees were inadequate to cover operating costs.

Financial Impact: Increased revenue

Attachments: Proposed Cemetery Fee Changes, Resolution, Exhibit A

Staff Recommendation: Approval of the item



Fairview Cemetery Fee Schedule	Current	Proposed
Adult Burial Space	\$500	\$550
Adult Open and Closing Fee Chapel included	\$400	\$450
Use of a Tent	\$100	\$300
Infant Burial Space	\$200	No Change
Infant Cremation Space		\$125
Infant Open and Closing Fee Chapel included	\$200	No Change
Use of a Tent	\$100	No Change
Cremation Space	\$500	\$550
Cremation Open and Closing Fee Chapel included	\$200	\$250
Use of Tent	\$100	\$300
Dis-interment	\$800	\$1500
Re-interment	\$400	\$1000
Columbarium Niche (upper two rows) Engraving Included	\$1000	\$1200
Columbarium Niche (Lower two rows) Engraving Included	\$800	\$1000
After hour charges to be added to above fees		
Weekdays after 4:00 pm	\$250	\$550
Saturday before noon	\$500	\$600
Saturday after noon	\$500	\$700
Holiday	\$600	\$800
Monument/Marker Setting Fee	\$10 per foot	\$50

ALL MILITARY MARKERS ARE SET FREE OF CHARGE.

The City of Shawnee Fairview Cemetery does not set steel vaults.

PLEASE CONTACT THE CEMETERY OFFICE AT LEAST 24 HOURS PRIOR TO MAKING ANY BURIAL ARRANGEMENTS TO CHECK FOR AVAILABILITY.

Office hours are Monday thru Friday 8:00 am to 5:00 pm. Closed 12:00 to 1:00 pm for lunch.

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF THE SHAWNEE FAIRVIEW CEMETERY FEES PURSUANT TO SECTIONS 10-9 AND 10-11, OF CHAPTER 10 OF THE CITY CODE.

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 10, Sections 10-9 and 10-11, provides for the setting, and updating, of the Shawnee Fairview Cemetery fees from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the Shawnee Fairview Cemetery fees pursuant to Sections 10-9 and 10-11;

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

Section 1. Accordingly, the City Fee Schedule is hereby updated in that Sections 10-9 and 10-11 of Chapter 10 of the Code of the City of Shawnee, Oklahoma is hereby amended to read as follows:

Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot	\$550.00
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Cremation Space	\$550.00
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant Cremation Space	\$125.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Adult burials	\$450.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	\$250.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Adult and Cremation burials)	\$300.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.	\$550.00

		Overtime Charge After 4:00 p.m. Monday thru Friday	
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon.	\$600.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday after 12:00 Noon.	\$700.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a municipal holiday	\$800.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$1,500.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment	\$1,000.00
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Monument/Marker Setting fees	\$50.00
Part II Chapter 10 Sec 10-11	Cemeteries	Sale of Lots: Columbarium Niche: Lower Two Rows	\$1,000.00
Part II Chapter 10 Sec 10-11	Cemeteries	Sale of Lots: Columbarium Niche: Upper Two Rows	\$1,200.00

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 3. **Effective Date.** The effective date of the fee changes in this Resolution is May 1, 2024.

[Signature page to follow.]

PASSED AND APPROVED this 15th day of April, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

DRAFT

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 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	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year) Lot	\$200			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Cremation Space	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year)Cremation Space	\$125			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Adult burials	\$450			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Infant (0-1 year) burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Adult and Cremation burials)	\$300			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Infant burials)	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges After 4:00PM Monday thru Friday	\$550			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$600			

<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. Overtime Charges after 12:00 Noon on Saturday	\$700			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a municipal holiday	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Monument/Marker Setting Fee	\$50			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$1,500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$1,000			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two <u>Lower</u> Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$1000 per niche			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two <u>Upper</u> Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1200 per niche			



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

Date: April 15, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Building Official
Subject: Consideration of an appeal of an Administrative Order regarding property located at 602 South Park Avenue. (*Deferred from March 18, 2024 City Commission Meeting.*)

Background: The residential structure at 602 South Park was brought to a Public Nuisance Administrative Hearing on the following dates:

- 05.18.2023
- 02.15.2024

The owner appeared for the hearing on May 18, 2023, and February 15, 2024. The structure and property are not being maintained, and the owner has not made an effort to clean the property or establish water service. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff requests denial of the appeal and proposes to proceed with demolition.

Financial Impact: Unknown at this time

Attachments: 602 S Park - Appeal Letter, 602 S Park - Appeal Packet

Staff Recommendation: Denial of the appeal

City Commission of Shawnee

Request to appeal the decision to demolish
The house at 602 S. Park Avenue in Shawnee.

I, Amanda Powell, am the owner of the Property at 602 S. Park in Shawnee, and I am writing to Appeal the decision to demolish my home based on claims that it is dilapidated and a detriment to the Community.

Contrary to the assertions made by the City, I Respectfully disagree with the Characterization of my property. While it may not adhere to Conventional aesthetic Standards, it does not pose a Safety Hazard and remains in an acceptable Condition For habitation. The city's recent photograph purportedly illustrating the property's Condition ~~are~~ Consistent with Images available on google earth From previous years, indicating that the property's Condition has remain unchanged over time.

I would like to emphasize that despite the Challenges we have faced, my Sisters and I have endeavored to maintain our Property to The Best of our Abilities.

We have Received assistance From Pastor David Henry across the Street, particularly in addressing City notices regarding Lawn maintenance. Our efforts have been constrained by Financial Limitations exacerbated by inflation, but we Remain Committed to improving the exterior of our Family home.

We acknowledge the need for minor repairs, notably the replacement of two broken windows and treatment of siding, which have persisted since our occupancy. However, These issues do not warrant the extreme measures of demolition. Instead, we are actively developing plans to rejuvenate the property's exterior. Albeit requiring time to secure the necessary funding.

In Conclusion, I humbly request the decision to demolish our Family home be reconsidered. We are dedicated to preserving our residence and contributing positively to the Community. Any Support and guidance From the City in achieving these objectives be greatly appreciated.

Thank you for your attention in This matter,
Amanda Powell

Dilapidated Building

Hearing Checklist

ADDRESS 602 S. Park

Date: 4-10-23 & 1-16-24 Rehearing
1-16-24

	yes	no	Yes	No
Water Service last date: <u>3 / 1 / 23</u>		X		X
Taxes Paid <u>21, 22, 23</u>		X		X
Mortgage		X		X
Prior Notice date: <u>/ /</u>		X		X
Vacant	X		X	
Structure Unsecured	X			X
Vagrant Complaint(s)		X		X
Nuisance Complaint(s)	X		X	
Photos of Property	X		X	
Proper Notice Served (owner)	X		X	
Proper Notice Served (mortgager)		X		X
Proper Notice Served (other)		X		X
Property Posted	X		X	
Ran in paper date: <u>4 / 28 / 23</u>	X			
Flood Plain		X		X
Fire Damage		X		X
Inspector Report	X		X	

Date: 2-2-24

As of: 4/1/2023

Property Owner**Name:** LAMB ROGER & PHYLLIS**Property Information****Physical Address:** 602 S PARK**Mailing Address:** 602 S PARK
SHAWNEE, OK 74801-0491**Subdivision:** AP SHAWNEE**Block / Lot:** 0128 / 0012**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** AP BLK 128 E1/2 OF N14' LOT 11 &; E1/2 LOT 12**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)	Estimated Taxes:	\$83
Land:	\$1,600	\$192	Homestead Credit:	\$1,000
Building:	13531	1624	Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.	
Total:	\$15,131	\$1,816		

Land:

Land Use	Size	Units
	0	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
11/5/2007	2007	22471	Quit Claim	18.75	\$12,500	NOWLIN PROPERTIES LLC	Q	
6/17/1998	2807	59	Warr. Deed	15.75	\$10,500	BANCFIRST	PQ	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	915	3	1930	93	Average + 5	2

Exterior Wall: Frame, Siding,**Heat / Cool:** F/W/Furn**Plumbing:** Full: 1**Roof Cover:** Fiberglass Shingle**Year** 1990**Remodeled:****Fireplace:** N/A**Outbuildings and Yard Improvements:**

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		80			
Raised Slab Porch - Covered		125			

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

Tax Roll Inquiry

Pottawatomie County Treasurer



Buddy Anderson, Treasurer

309 N. Broadway, PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20220015924

Owner Name and Address

LAMB ROGER & PHYLLIS
602 S PARK
SHAWNEE OK 74801-0491

Taxroll Information

Tax Year : 2022
Property ID : 0015-00-128-012-0-001-00
Location : 602 S PARK SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 102.6
Type of Tax : Real Estate
Tax ID : 15924

Legal Description and Other Information:

AP BLK 128 E1/2 OF N14' LOT 11 & E1/2 LOT 12

Assessed Valuations	Amount	Tax Values	Amount
Land	192	Base Tax	78.00
Improvements	1571	Penalty	3.51
Exemptions	1000	Fees	0.00
Net Assessed	763	Payments	0.00
		Total Paid	0.00
		Total Due	81.51

The Penalty for this tax statement is calculated through April 15, 2023. After that date, another 1.5% of the base tax will be applied.

Date	Receipt	Paid With	Payment For	Amount	Paid By
------	---------	-----------	-------------	--------	---------

No records Found!

Login: (build: 15280.20230113.2)

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602 S. Park

(Published One Time in The County Democrat, February 2, 2024).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on Thursday, February 15th, 2024 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela
9:30 AM 602 S Park – Shawnee AP Blk 128 E1/2 of N14' Lot 11 & E1/2 Lot 12 – Roger & Phyllis Lamb

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

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

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

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

February 2, 2024

Publishing Fee \$ 75.25

/s/ Renee' Wortham

Subscribed and sworn to before me this 2nd

day of February, 2024.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24

NOTARY PUBLIC State of OK
CATHY J. COLVIN
Comm. # 20007983
Expires 07-02-2024

Building Inspections Preliminary Report

Address 602 S. Park

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

Building Inspector Wc [Signature] Date 4-10-23





Notice of Hearing Concerning Dilapidated Building(s)

04/24/2023

ROGER & PHYLLIS LAMB
602 S PARK
SHAWNEE, OK 74801

Problem Property: 602 S PARK AVE
Legal: AP BLK 128 E1/2 OF N14' LOT 11& E 1/2 LOT 12

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:00 AM.** on **05/18/2023**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

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

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 Postmark and
 Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. Roger E. Phynnis Lamb	602 S. Park Shawnee, OK. 74801	.57	.55									
2. Louis A. Hosino	823 E. Ridgewood Shawnee, OK. 74801	.57	.55									
3. Taylor, Beas E. Whittaker	1417 North Magnolia Ave Deale, FL. 34475	.57	.55									
4. Taylor, Beas E. Whittaker	315 NE. 14th St Ocala, FL. 34470	.57	.55									
5. Taylor, Beas E. Whittaker	7227 N. 16th St. Phoenix, AZ. 85020	.57	.55									
6. Mark E. Mary Canon	5 creek Dr. Shawnee, OK. 74801	.57	.55									
7. Integrity Home Buyers LLC.	813 S. Philadelphia Shawnee, OK. 74801	.57	.55									
8. Integrity Home Buyers LLC.	1709 W. Yuma St. Broken Arrow, OK. 74001	.57	.55									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

See Privacy Act Statement on Reverse

Name and Address of Sender

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☐ COD
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☐ Return Receipt for Merchandise
☐ Signature Confirmation

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Date of Receipt

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	Lora Davis 1181 Bluebridge Purcell, OK. 73080	.57	.55									
2.	Lora Davis 18648 Horse Ave Purcell, OK. 73080	.57	.55									
3.	Timothy Hayes 310 N. Mead Shawnee, OK. 74801	.57	.55									
4.	Timothy Hayes 6663 N. Beard Shawnee, OK. 74801	.57	.55									
5.	Wen Bin Li 2500 Boardwalk St. Norman, OK. 73069	.57	.55									
6.	Tammy Alexander & Holly Ross 514 N. Tione Shawnee, OK. 74801	.57	.55									
7.	FBL Holdings LLC 2330 N. Harrison Shawnee, OK. 74804	.57	.55									
8.	Dwayne Henry 147 S. Osage Shawnee, OK. 74801	.57	.55									
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse						

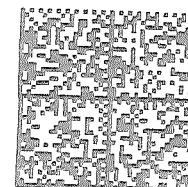
PS. 2 of 3

Name and Address of Sender

Check type of mail or service:

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

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 Date of Receipt



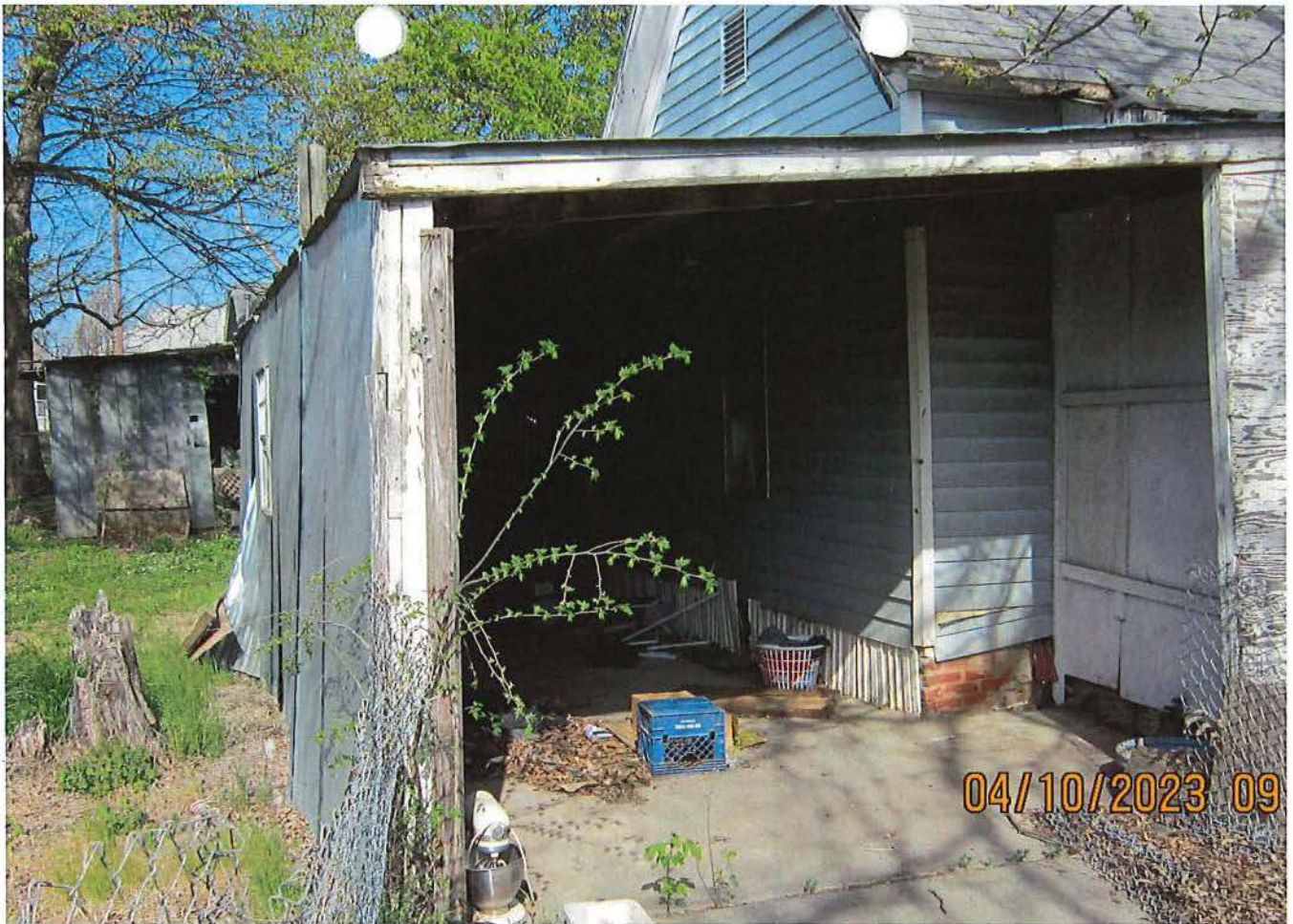
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 04/24/2023
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Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Act if R
1. Cristel Haley	10040 S. HWY 171 MCKINNEY, TX 74855	.57	.55		
2. Cristel Haley	217 W. 36th SHAWNEE, OK 74801	.57	.55		
3. Rosales Cecilio-Figueroa	126 S. Draper SHAWNEE, OK 74801	.57	.55		
4. Yonda Oldham	422 N. Forrest SHAWNEE, OK 74801	.57	.55		
5. Lester Stapp	420 W. Forrest SHAWNEE, OK 74801	.57	.55		
6.					
7.					
8.					

ps. 3 of 3

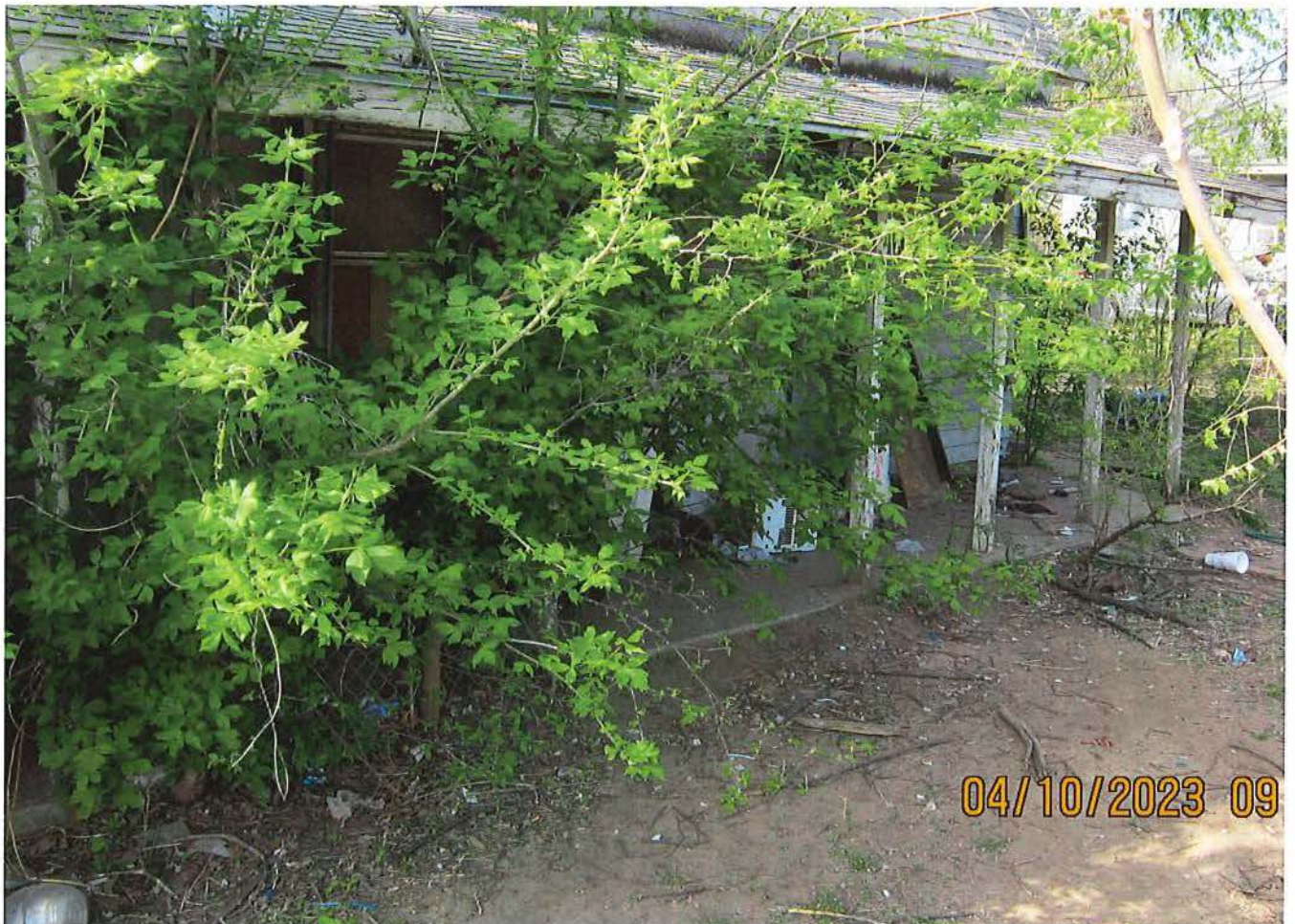
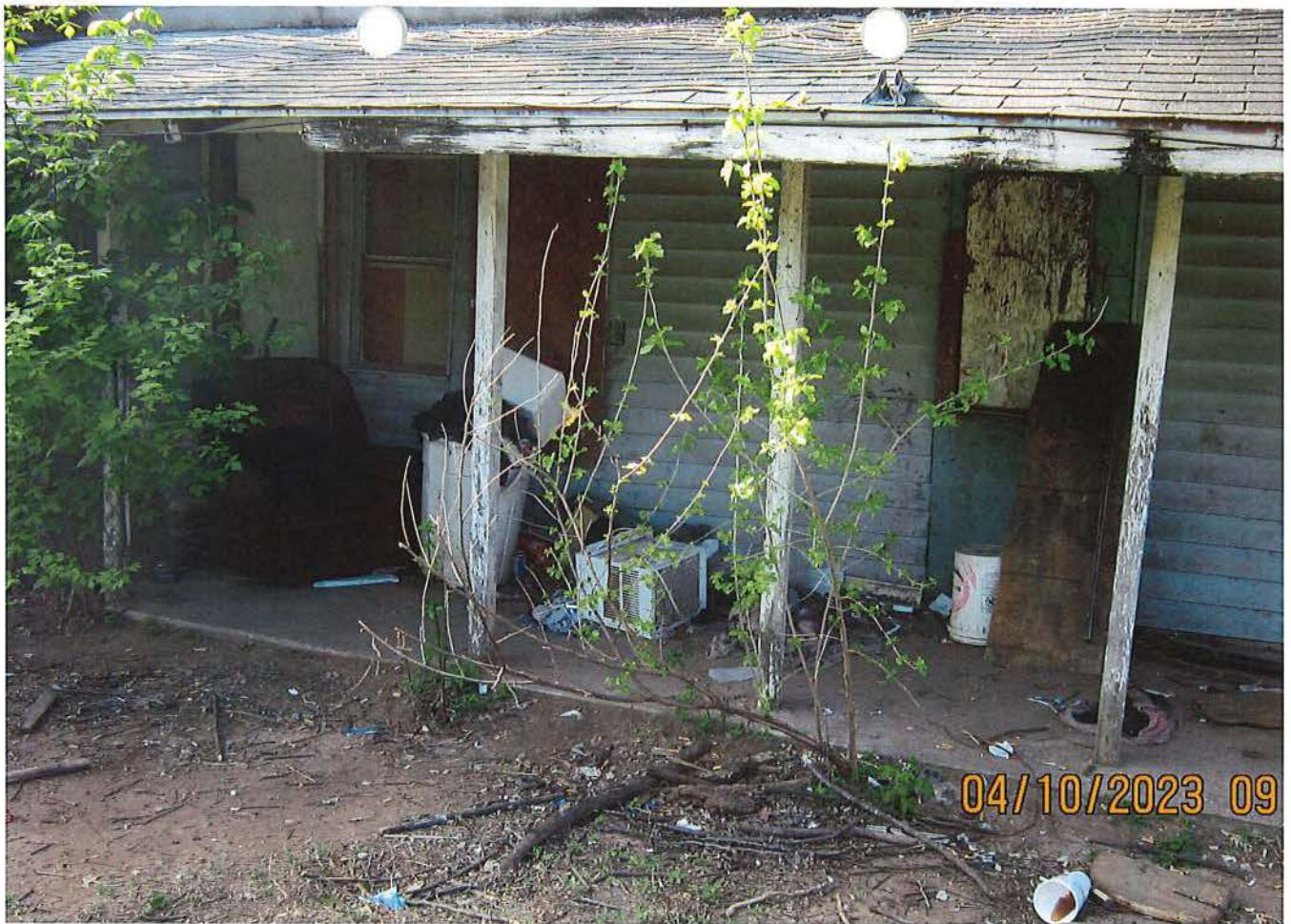
CHAWNEE OK 74801
APR 24 2023

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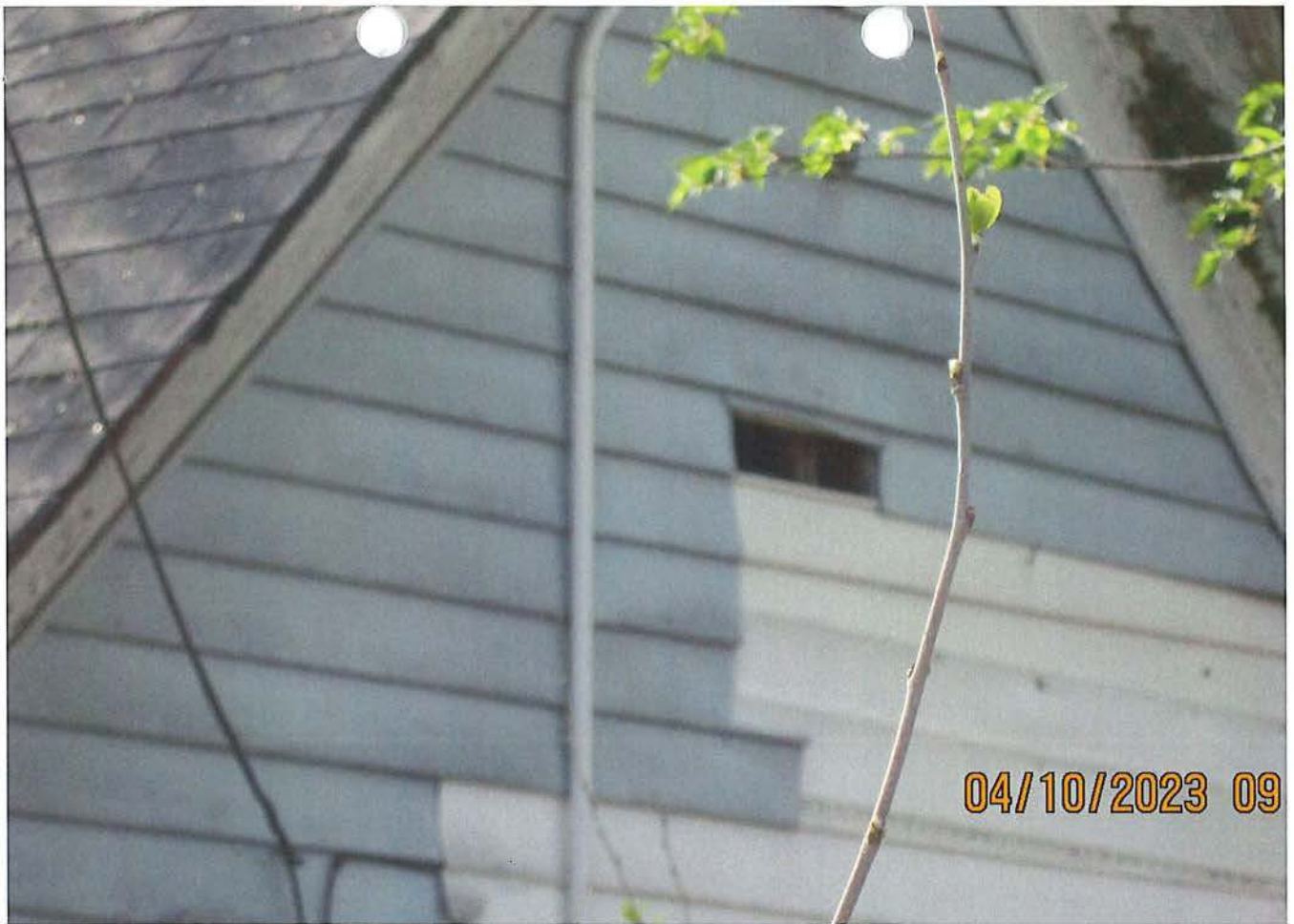












(Published One Time in The County Democrat, April 28, 2023).

NOTICE OF HEARING CONCERNING
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PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 602 S Park -- Shawnee AP Blk. 128 E 1/2 OF N14' Lots 11 & E1/2 Lot 12 -- Roger & Phyllis Lamb

9:30 AM 823 E Ridgewood -- Richard & Marys W75' of E125' of N1/2 Blk 13-- Louis Hosino

10:00 AM 1512 E Walnut -- Collwells Blk. 2 lot 17 -- Mark & Mary Cannon

10:30 AM 813 S Philadelphia -- Seminole Blk. 23 Lots 32 & 33 -- Integrity Home Buyers LLC

11:00 AM 602 N Aydelotte -- Hoffmans Blk. 13 Lots 10 & 12 -- Lora Davis

11:30 AM 310 N Mead -- Oak Park Blk. 12 Lots 8 & 9 -- Timothy P Hayes

1:00 PM 1 W Main -- AP Shawnee Blk 29 Lots 1 thru 3 -- Bin Wen Li

1:30 PM 7 W Main -- AP Shawnee Blk 29 Lot 4 -- Tammy Alexander & Holly Ross

2:00 PM 9 W Main -- AP Shawnee Blk 29 Lot 5 -- FBL Holdings LLC

2:30 PM 147 S Osage -- Browns Blk 1 Lots 22 & 23 -- Dewayne Henry

3:00 PM 629 N Hobson -- W J Estes AP Blk 5 W 1/2 Lots 15 & 16

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s)

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AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

April 28, 2023

Publishing Fee \$ 96.50

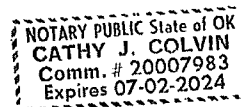
/s/ Renee' Wortham

Subscribed and sworn to before me this 28th

day of April, 20 23

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



01/29/2024

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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2:30 PM 147 S Osage –Browns Blk 1 Lots 22 & 23 –Dewayne Henry

3:00 PM 629 N Hobson – W J Estes AP Blk 5 W1/2 Lots 15 & 16

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

Sign In Sheet

(PLEASE PRINT)

Page 285 of 517

HEARING DATE 05.18.23 ADDRESS 602 S. PARK

OWNER PRESENT Yes/No/Who AMANDA POWELL

TIME MEETING STARTS 9:01 AM

NOTES

Parents passed LPT to Amanda Powell
Amanda Powell is NOT LEGAL OWNER
Asking City Attorney for Permit

ORDER Getting remodel permit w/in 48 hours

PERMIT OBTAINED BY 05.22.23

MEETING ADJOURNED

STRUCTURE REMOVED BY 11-22-23

9:13 AM

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 602 S PARK
Lot 0012, Block 0128
AP SHAWNEE ADDITION

OWNER: PHYLLIS & ROGER LAMB

HEARING DATE: May 18, 2023

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 915 sqft structure with wood & vinyl siding and wood roof which has been vacant since 2023, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure is overgrown and siding missing in areas and soffit that needs to be replace because of deferred maintenance and unsecured windows and the roof is missing roofing material allowing the elements to enter the structure unimpeded.
- Notice mailed by Certificate of Mailing and posted upon property on or about April 24,2023
- There is no mortgage.
- Taxes are not paid for 2021 & 2022.

COMMENTS:

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

CURRENT STATUS:

- There has been no change in the building's physical condition as of April 24, 2023.

RECOMMENDATION:

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

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo or remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after May ~~30~~, 2023 if owner fails to apply for permit within the 48hrs and if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after November 22, 2023.

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

ADMINISTRATIVE ORDER

Now, on this 18 day of May, 2023 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X / appeared Amanda Powell

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 602 S. Park

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to May 22, 2023 and shall complete remodel/demo no later than 6 months from date of permit November 22, 2023

4) Structure ordered to be razed/removed on or about May 30th, 2023

Amanda Powell

Property owner or Representative

Kevin Moore

Kevin Moore

Administrative Hearing Officer

City of Shawnee, Oklahoma

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

*Given time for
Amanda to go
through legal aid
for Probate*

Dilapidated Building

Hearing Checklist

ADDRESS 602 S. Park

Date: 4-10-23 & 1-16-24 Rehearing
1-16-24

	yes	no	Yes	No
Water Service last date: <u>3/1/23</u>		X		X
Taxes Paid <u>21, 22, 23</u>		X		X
Mortgage		X		X
Prior Notice date: <u>/ /</u>		X		X
Vacant	X		X	
Structure Unsecured	X			X
Vagrant Complaint(s)		X		X
Nuisance Complaint(s)	X		X	
Photos of Property	X		X	
Proper Notice Served (owner)	X		X	
Proper Notice Served (mortgager)		X		X
Proper Notice Served (other)		X		X
Property Posted	X		X	
Ran in paper date: <u>4/28/23</u>	X			
Flood Plain		X		X
Fire Damage		X		X
Inspector Report	X		X	

Date: 2-2-24



Notice of Hearing Concerning Dilapidated Building(s)

01/29/2024

ROGER & PHYLLIS LAMB
602 S PARK
SHAWNEE, OK 74801

Problem Property: 602 S PARK AVE
Legal: AP BLK 128 E1/2 OF N14' LOT 11& E 1/2 LOT 12

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

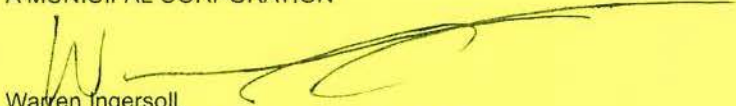
A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:30AM** on **02/15/2024**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on **Thursday, February 15th, 2024** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela

9:30 AM 602 S Park – Shawnee AP Blk 128 E1/2of N14' Lot 11 & E1/2 Lot 12 – Roger & Phyllis Lamb

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

Tax Roll Inquiry

Pottawatomie County Treasurer

Buddy Anderson, Treasurer

PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20230015924

Owner Name and Address

LAMB ROGER & PHYLLIS

602 S PARK

SHAWNEE OK 74801-0491

Taxroll Information

Tax Year : 2023

Property ID : 0015-00-128-012-0-001-00

Location : 602 S PARK SHAWNEE 1

School District : 093S 93 SHAWNEE Mills : 104.47

Type of Tax : Real Estate

Tax ID : 15924

Legal Description and Other Information:

AP BLK 128 E1/2 OF N14' LOT 11 & E1/2 LOT 12

Assessed Valuations	Amount
Land	192
Improvements	1624
Exemptions	1000
Net Assessed	816

The Penalty for this tax statement is calculated through February 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Tax Values	Amount
Base Tax	85.00

Tax Values	Amount
Penalty	1.28
Fees	0.00
Payments	0.00
Total Paid	0.00
Total Due	86.28

Date	Receipt	Paid With	Payment For	Amount	Paid By
-------------	----------------	------------------	--------------------	---------------	----------------

No records Found!

Login (build: 22171:20240123.5)
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As of: 1/25/2024

Property Owner**Name:** LAMB ROGER & PHYLLIS**Property Information****Physical Address:** 602 S PARK**Mailing Address:** 602 S PARK
SHAWNEE, OK 74801-0491**Subdivision:** AP SHAWNEE**Block / Lot:** 0128 / 0012**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** AP BLK 128 E1/2 OF N14' LOT 11 &; E1/2 LOT 12**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$1,600	\$192
Building:	13984	1678
Total:	\$15,584	\$1,870

**Estimated
Taxes:**

\$90

**Homestead
Credit:**

\$1,000

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

Land Use	Size	Units
	0.00	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
11/5/2007	2007	22471	Quit Claim	18.75	\$12,500	NOWLIN PROPERTIES LLC	Q	
6/17/1998	2807	59	Warr. Deed	15.75	\$10,500	BANCFIRST	PQ	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Vinyl	915	3	1930	94	Average + 5	2
Exterior Wall: Frame, Siding, Heat / Cool: F/W/Furn Plumbing: Full: 1			Roof Cover: Fiberglass Shingle Year 1990 Remodeled: Fireplace: N/A					

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		80			
Raised Slab Porch - Covered		125			





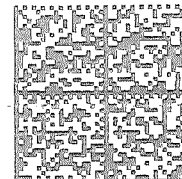


Name and Address of Sender

Check type of mail or service:

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

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



FP **US POSTAGE**
\$ 001.65
CORRECTION
 ZIP 74801
 01/29/2024
 034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Roger & Phyllis Lamb	602 S. Park Shawnee, OK. 74801	.64	.55	
2. Ricky & Danyel Vitela	315 S. Osage Shawnee, OK. 74801	.64	.55	
3. Affordable Home Care	3712 NW 58th Terrace Oklahoma City, OK. 73112	.64	.55	
4.				
5.				
6.				
7.				
8.				
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)		
3	3	 See Privacy Act Statement on Reverse		

PS-1 of 1

Sign In Sheet

DATE 2-15-24

[illegible]

315 S. Osage Ricky 315 South Osage
602 S. Park Amorelen Powell 405-765-4318

HEARING DATE 02.15.24 ADDRESS 602 S. Park

OWNER PRESENT Yes/No/Who Owner Deceased (Daughter Present)

TIME MEETING STARTS 9:45

NOTES

Owner wants to Appeal

ORDER

PERMIT OBTAINED BY 02.20.24

MEETING ADJOURNED

STRUCTURE REMOVED BY 08.20.24

9:57

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 602 S PARK
Lot 0012, Block 0128
AP SHAWNEE ADDITION

OWNER: PHYLLIS & ROGER LAMB

HEARING DATE: February 15, 2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 915 sqft structure with wood & vinyl siding and wood roof which has been vacant since 2023, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure is overgrown and siding missing in areas and soffit that needs to be replace because of deferred maintenance and unsecured windows and the roof is missing roofing material allowing the elements to enter the structure unimpeded.
- Notice mailed by Certificate of Mailing and posted upon property on or about January 29, 2024
- There is no mortgage.
- Taxes are not paid for 2021,2022 & 2023.

COMMENTS:

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

CURRENT STATUS:

- There has been no change in the building's physical condition as of April 24, 2023.

RECOMMENDATION:

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

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety, and welfare of the general public
- I declare the property a dilapidation public nuisance and order it abated by demolition and removal if owner fails to apply for a demo or remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after March 1, 2024 if owner fails to apply for permit within the 48hrs and if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after August 20, 2024.

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

ADMINISTRATIVE ORDER

Now, on this 16th day of February, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X appeared Amanda Powell

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 602 S. Park

1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to 2-20, 2024 and shall complete remodel/demo no later than 6 months from date of permit 8-20, 2024 9:30

4) Structure ordered to be razed/removed on or about 3-1, 2024

X Amanda Powell
Property owner or Representative

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

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



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

Date: April 15, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Building Official
Subject: Consideration of an appeal of the Administrative Order regarding property located at 315 South Osage Avenue.

Background: The residential structure at 315 S Osage was brought to a Public Nuisance Administrative Hearing on the following dates:

02.15.2024 & 03.14.2024

The owner appeared for the hearing on February 15, 2024, and March 14, 2024. The structure and property are not being maintained, and the owner has not made an effort to clean the property or establish water service. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood.

Staff requests denial of the appeal and proposes to proceed with demolition.

Financial Impact: N/A

Attachments: 315 S Osage Appeal, 315 S Osage - File

Staff Recommendation: Denial of the appeal

I Ricky and Danyel Utela
are appealing the decision
that has been made to do
a demolition on 315 South
Osage Shawnee OK 74801
and the reason ~~for~~ for the
appeal is we have been
working days and nights
trying to save the only thing
we and our children have
or should say had to call
our home and we don't
think a fair or accurate
decision has been made
so we would like a chance
to prove it can be saved
from demolition.

Thanks

Ricky Utela
Danyel Utela
3/20/24

RECEIVED

MAR 25 2024

CITY CLERK

Ricky and Danyel Vitela
315 South Osage Ave
Shawnee OK 74801
Phone # 580-760-5341 cell
580-447-1079 cell
danyelvitela@gmail.com

RECEIVED

MAR 22 2024

CITY CLERK

Dilapidated Building

Hearing Checklist

ADDRESS 315 S. Osage

Date: 1-25-24

Affordable Home Care
3712 NW 58th Terrace
Oklahoma City, OK 73112

	yes	no
Water Service last date: 11/1/23		X
Taxes Paid 22,23		X
Mortgage		X
Prior Notice date: / /		X
Vacant		X
Structure Unsecured		X
Vagrant Complaint(s)		X
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)	X	
Property Posted	X	
Ran in paper date: 2/2/24	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

14,903.33 mechanic/service
Lein

Property Owner

Property Information

Name: VITELA RICKY & DANYEL

Mailing Address: 315 S OSAGE AVE
SHAWNEE, OK 74801-0000

Type: (RI) Res. Improv.

Tax Dist: (213) 29 Shawnee

Size (Acres): 0.000

Extended Legal: FAIRMOUNT BLK 2 LOTS 15 THRU 18 &; S1/2 LOT 19

Physical Address: 315 S OSAGE

Subdivision: FAIRMONT

Block / Lot: 0002 / 0018

S-T-R: N/A

Tax 22-23 Not Paid
Water 11-1-23

Market and Assessed Values:			Taxes:	
	Taxable Market Value	Full Assessed (12.00% Market Value)	Estimated Taxes:	\$125
Land:	\$10,356	\$1,243	Homestead Credit:	\$1,000 Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.
Building:	10115	1214		
Total:	\$20,471	\$2,457		
Land:				
Land Use	Size	Units		
	4.50	Lots		

Deed Transfers:								
Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
2/27/2020	2020	2222	Quit Claim	3.00	\$2,000	HOLMES BOBBY	21	
1/7/2020	2020	313	Quit Claim	1.50	\$1,000	BAKER RONNY	21	
11/20/2019	2019	13071	Quit Claim	0.00	\$0	HOLMES BOBBY	21	
5/14/2019	2019	5245	Quit Claim	0.75	\$500	CARREL GARY B	Inc. Personal Prop.	

Tax Roll Inquiry

Pottawatomie County Treasurer

Buddy Anderson, Treasurer

PO Box 3069, Shawnee, OK 74802-3069

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20230025755

Owner Name and Address

VITELA RICKY & DANYEL
315 S OSAGE AVE
SHAWNEE OK 74801-0000

Taxroll Information

Tax Year : 2023
Property ID : 3165-00-002-018-0-000-00
Location : 315 S OSAGE SHAWNEE 1
School District : 0295 29 SHAWNEE Mills : 85.83
Type of Tax : Real Estate
Tax ID : 25755

Legal Description and Other Information:

FAIRMOUNT BLK 2 LOTS 15 THRU 18 & S1/2 LOT 19 4.50 Lots

Assessed Valuations	Amount
Land	1229
Improvements	1156
Net Assessed	2385

The Penalty for this tax statement is calculated through February 15, 2024. After that date, another 1.5% of the base tax will be applied. Fees can be added any time.

Tax Values	Amount
Base Tax	205.00
Penalty	3.08

Building Inspections Preliminary Report

Address 315 S. Osage

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

Building Inspector W. C. [Signature]

Date 1-25-24











01/25/2024 15



01/25/2024 15





















Notice of Hearing Concerning Dilapidated Building(s)

01/29/2024

RICKY & DANYEL VITELA
315 S OSAGE
SHAWNEE, OK 74801

Problem Property: 315 S OSAGE
Legal: FAIRMOUNT BLK 2 LOTS 15 THRU 18 & S1/2 19

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

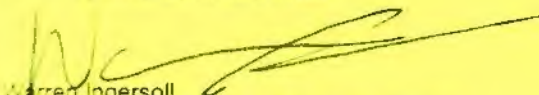
A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:00AM**, on **02/15/2024**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: AFFORDABLE HOME CARE 3712 NW 58TH TERRACE OKLAHOMA CITY, OK.73112

01/29/2024

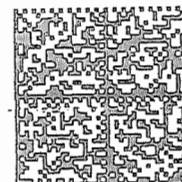


Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
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☐ Signature Confirmation

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



FP **US POSTAGE**
\$ 001.65
CORRECTION
ZIP 74801
01/29/2024
034A 0081801630

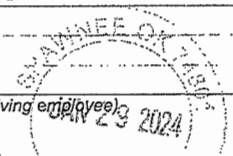
Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge															
1. Roger & Phyllis Lamb	602 S. Park Shawnee, OK 74801	.64	.55																
2. Ricky & Danyel Vitela	315 S. Osage Shawnee, OK 74801	.64	.55																
3. Affordable Home Care	3712 NW 58th Terrace Oklahoma City, OK 73112	.64	.55																
4.																			
5.																			
6.																			
7.																			
8.																			

PS-1 of 1

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)



See Privacy Act Statement on Reverse

(Published One Time in The County Democrat, February 2, 2024).

**NOTICE OF HEARING CONCERNING
DILAPIDATED BUILDING(S)**

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on Thursday, February 15th, 2024 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela
9:30 AM 602 S Park – Shawnee AP Blk 128 E1/2of N14' Lot 11 & E1/2 Lot 12 – Roger & Phyllis Lamb

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

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE- STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602
THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
/s/ By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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

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

February 2, 2024

Publishing Fee \$ 75.25

1st Renee' Wortham

Subscribed and sworn to before me this 2nd

day of February, 20 24.

1st Cathy J. Colvin Notary Public

My commission expires: 07/02/24



MECHANIC'S AND MATERIALMAN'S LIEN STATEMENT

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE } ss.

Aubrey Elwood d/b/a Affordable Home Care, 3712 NW 58th Terrace, Oklahoma City, OK 73112, has a claim against Bobby Holmes, P.O. Box 3271, Shawnee, OK 74801, for the sum of \$14,903.33, due to Aubrey Elwood d/b/a Affordable Home Care, and that the claim is made for and on account for materials and services furnished and performed and that such materials and services were last furnished by Aubrey Elwood d/b/a Affordable Home Care, on the 4th day of November, 2019, according to itemized statements attached hereto, marked Exhibit "A", and made a part of this statement; and that such materials and services were furnished pursuant to a contract with Aubrey Elwood d/b/a Affordable Home Care, and were furnished for and used on the building and premises described as follows, to-wit:

315 S. Osage, Shawnee, OK a/k/a

FAIRMOUNT ADDITION, BLOCK TWO (2), LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), and the South Half (S/2) of LOT NINETEEN (19) to the City of Shawnee, Pottawatomie County, State of Oklahoma

that the said sum is just, due and unpaid, Aubrey Elwood d/b/a Affordable Home Care, has and claims a lien upon said building and upon the said premises on which the same is situated, to the amount of \$14,903.33 as above set forth, according to the laws of the State of Oklahoma.

Aubrey Elwood

Aubrey Elwood d/b/a
Affordable Home Care

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE } ss:

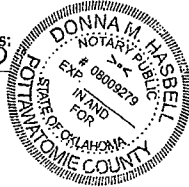
I, Aubrey Elwood d/b/a Affordable Home Care, of lawful age, being first duly sworn, upon oath says: that he is the person mentioned in the foregoing statement of Mechanic's and Materialmen's lien; that he has read this statement and knows the contents thereof; that the name of the owner, the name of the contractor, the name of the claimant, the description of the property upon which the lien is claimed, and the times of the account as therein set forth, are just, true, correct and unpaid.

Aubrey Elwood

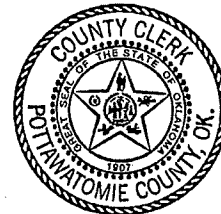
Aubrey Elwood d/b/a
Affordable Home Care

Subscribed and sworn to before me this 8th day of January, 2020.

My Commission Expires:
Sept. 9, 2020



Donna M. Hasbelle
NOTARY PUBLIC



Invoice

Affordable Home Care
3712 NW 58th Terrace
Oklahoma City, Oklahoma 73112
405-412-7634
aubreyelwood54@gmail.com

Date: 11/04/2019
Invoice No.: 1050
Salesperson: Aubrey Elwood

Bobby Holmes
37695 Old Hwy 270
Shawnee, Ok 74802

Units	Item	Description	Unit Price	Total
1	R&R floor	Bathroom	\$650.00	\$650.00
1	Flooring	Herige FLRN OAK	\$186.05	\$186.05
1	Plumbing	Labor and materials from meter	\$3,500.00	\$3,500.00
1	R&R floor	R&R floor in Kitchen	\$800.00	\$800.00
1	flooring	Herige FLRN OAK	\$237.08	\$237.08
1	R&R cabinet base	Labor and materials	\$234.76	\$234.76
1	floor leveling	Block up floor under kitchen and reinforce sills	\$480.00	\$480.00
1	Install metal door	Installed door in the entry into large room	\$175.00	\$175.00
1	metal door with casing	metal entrance door with door casing and threshold	\$285.00	\$285.00
1	R&R old damaged window	removed window that was broken and would not lock	\$65.00	\$65.00
1	Installed new window	remodled window opening with cripples and header	\$125.00	\$125.00
1	Pella window	Pella window with crank open feature	\$215.00	\$215.00
1	hot water heater	Insatalled hot water heater	\$75.00	\$75.00
1	Hot Water heater	new hot water heater	\$485.00	\$485.00
1	repaired floor in bedroom	filled crack and covered floor with floor leveler	\$300.00	\$300.00
2	floor leveling	5 gal containers floor leveler	\$27.00	\$54.00
1	Floor paint	4 paints to create marble effect	\$60.00	\$60.00
1	Top Coat	Minwax POLYCRYLIC	\$54.86	\$54.86
1	drywall	Kitchen and bedroom	\$275.00	\$275.00
1	drywall materials	mud and tape and 1/2 inch dry wall 104.	\$147.00	\$147.00
1	level floor under kitchen	replaced blocks and elevated sills	\$750.00	\$750.00
1	awnig over window	put awning over window to stop rain from coming in house	\$75.00	\$75.00

Invoice #1050, Page 1

Units	Item	Description	Unit Price	Total
1	made repairs to roof	patched several places that were obvious leaks	\$350.00	\$350.00
1	electric service	cut tree off electircal line to house	\$125.00	\$125.00
1	repaired service connection	Put up new rigid conduit with weather head and #4 triplex wire	\$185.00	\$185.00
1	replaced wiring	replaced wire that had been stripped out with 10-2 romax WIRE	\$450.00	\$450.00
1	Put in wood stove	put in wood stove as the gas pipes are not safe and would not pass pressure test	\$200.00	\$200.00
1	Materials	double wall flue with damper and ceiling flange, damper and grate	\$696.90	\$696.90
1	stairs for porch into utility room	materials and labor	\$115.00	\$115.00
40	Hours of labor	Cleaned up old fence and cleared the dead limbs and cut up downed trees	\$30.00	\$1,200.00
1	refregirator	Refrigrator, freezer w/ice maker	\$650.00	\$650.00
7	windows	New windows	\$200.00	\$1,400.00
2	sheets 12'	sheets polycarbonate	\$26.34	\$52.68
1	electric range	electric stove and oven	\$250.00	\$250.00

Total \$14,903.33
Balance Due \$14,903.33

Please contact us for more information about payment options.

Thank you for your business.

REMITTANCE

Invoice No.: 1050
Customer Name: Bobby Holmes
Date: 11/04/2019
Amount Enclosed: \$14,903.33

Invoice #1050, Page 2

NOTICE OF FILING LIEN STATEMENT

Instrument PG 4 OF 4
202000000281

S.A. 7 | 4065 (2000)

STATE OF OKLAHOMA

COUNTY OF POTTAWATOMIE

TO: Bobby Holmes
PO Box 3271
Shawnee, OK 74802

YOU ARE HEREBY NOTIFIED that the CLAIMANT, Aubrey Elwood d/b/a Affordable Home Care filed on the 8th day of January 2020 a statement under oath claiming a MECHANIC'S LIEN against the following described property and the Improvements thereon located, owned by you, for labor and materials performed and furnished by the CLAIMANT, to-wit:

315 S OSAGE, SHAWNEE, OK A/K/A

FAIRMOUNT ADDITION, BLOCK TWO (2), LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17), AND EIGHTEEN (18), AND THE SOUTH HALF (S/2) OF LOT NINETEEN (19) TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA

YOU ARE FURTHER NOTIFIED that under said lien statement, the CLAIMANT, Aubrey Elwood d/b/a Affordable Home Care, 3712 NW 58th Terrace, OKC, OK. 73112, claims a lien on the said premises in the amount of \$14,903.33 until paid in full under contract with for labor and materials performed and furnished upon the Improvements erected on said premises.

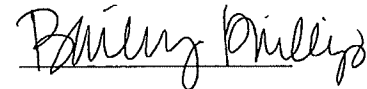
The undersigned hereby certifies that the original of the foregoing was mailed to the person (or firm) to whom directed, at the address above shown, by CERTIFIED MAIL #70151520000165189333.

Return receipt is requested, with postage prepaid thereon, this 8TH day of January 2020.

POTTAWATOMIE COUNTY CLERK

DEPUTY CLERK

RAESHEL FLEWALLEN



FILED
IN THE DISTRICT COURT

DEC 01 2020

POTTAWATOMIE COUNTY, OK
VALERIE N. UELTZEN, COURT CLERK
BY *[Signature]* DEPUTY

IN THE DISTRICT COURT OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

AUBREY ELWOOD d/b/a
AFFORDABLE HOME CARE,

Plaintiff,

v.

BOBBY HOLMES, and RICKY VITELA
and DANYEL VITELA, husband and
wife,

Defendants.



202000013700
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHLE FLEMALLEN, COUNTY CLERK
12-01-2020 At 03:50 pm.
NOTICE 18.00
Instrument PG OF 1
202000013700

Case No. CJ-2020-412

NOTICE OF LIS PENDENS

TO ALL INTERESTED PARTIES AND PURCHASERS:

Plaintiff, AUBREY ELWOOD d/b/a AFFORDABLE HOME CARE, claim an ownership interest in the surface on the lands located in Pottawatomie County, State of Oklahoma described as follows:

FAIRMOUNT ADDITION, BLOCK TWO (2), LOTS FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) AND EIGHTEEN (18), and the South Half (S/2) of LOT NINETEEN (19) to the City of Shawnee, Pottawatomie County, State of Oklahoma

315 S. Osage, Shawnee, OK.

Craig N. Brackeen

CRAIG N. BRACKEEN, OBA# 31488
LAWYER'S BUILDING
102 EAST HIGHLAND
SHAWNEE, OK 74801

PHONE: (405)275-7600

FAX: (405)273-2398

EMAIL: craig@brackeenlaw.com

Attorney for Plaintiff

Subscribed and sworn to before me this 30th day of November, 2020.

[Signature]
Notary Public

My Commission Expires:

July 12, 2024



CERTIFICATE OF TRUE COPY

State of Oklahoma, Pottawatomie County
I, Valerie N. Ueltzen, Court Clerk, do hereby certify that the above is a full, true, correct and complete copy of the original as the same appears on record and on file in my office.
WITNESS my hand as Clerk and official seal this 12th day of December, 2020.
By *[Signature]* Deputy

LAWYERS BUILDING
102 E. HIGHLAND
SHAWNEE, OKLAHOMA 74801
405 / 273-2910

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

A public hearing will be held by and before a hearing officer of said City Engineering department at 222 N. Broadway on **Thursday, February 15th, 2024** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 315 S Osage – Fairmount Blk. 2 Lots 15 thru 18 & S1/2 lot 19 – Ricky & Danyel Vitela

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

Sign In Sheet

(PLEASE PRINT)

315 S. Osage Ricky 315 South Osage
'002 S. Park Annemelen Powell 405-765-4318

HEARING DATE 02.15.24 ADDRESS 315 S. OSAGE

OWNER PRESENT Yes/No/Who Yes/Ricmy Virela

TIME MEETING STARTS 9:25

NOTES

REHARRING on 3.14.24

ORDER

PERMIT OBTAINED BY 2.20.24

MEETING ADJOURNED

STRUCTURE REMOVED BY 8.20.24

9:41 AM

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 315 S OSAGE
Lot 018, Block 002
FAIRMONT ADDITION

OWNER: DANYEL & RICKY VITELA

HEARING DATE: FEBUARY 15,2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story residential 2,544 sqft structure with wood siding and wood roof which has been vacant since 2023, according to City utility record.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has foundation failures and unsecured windows, and the siding is missing in areas. The roof also has areas that are missing roofing material and soffit areas are missing allowing the elements to enter the structure unimpeded and the property has trash in the front and the rear of the property that cover most of the property.
- Notice mailed by Certificate of Mailing and posted upon property on or about January 29,2024
- There is no mortgage.

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

ADMINISTRATIVE ORDER

Now, on this 15th day of February, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/X/ appeared Ricky Vitela
/ / represented by legal counsel or other representative.
/ / failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 315 S. OSAGE

1) The Respondent shall commence the:

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

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

(c) X Reset hearing date March 14 2024 / I permit pulled void hearing date 9:00

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

3) Permits shall be obtained prior to 2-20, 2024 and shall complete remodel/demo no later than 6 months from date of permit 8-20, 2024

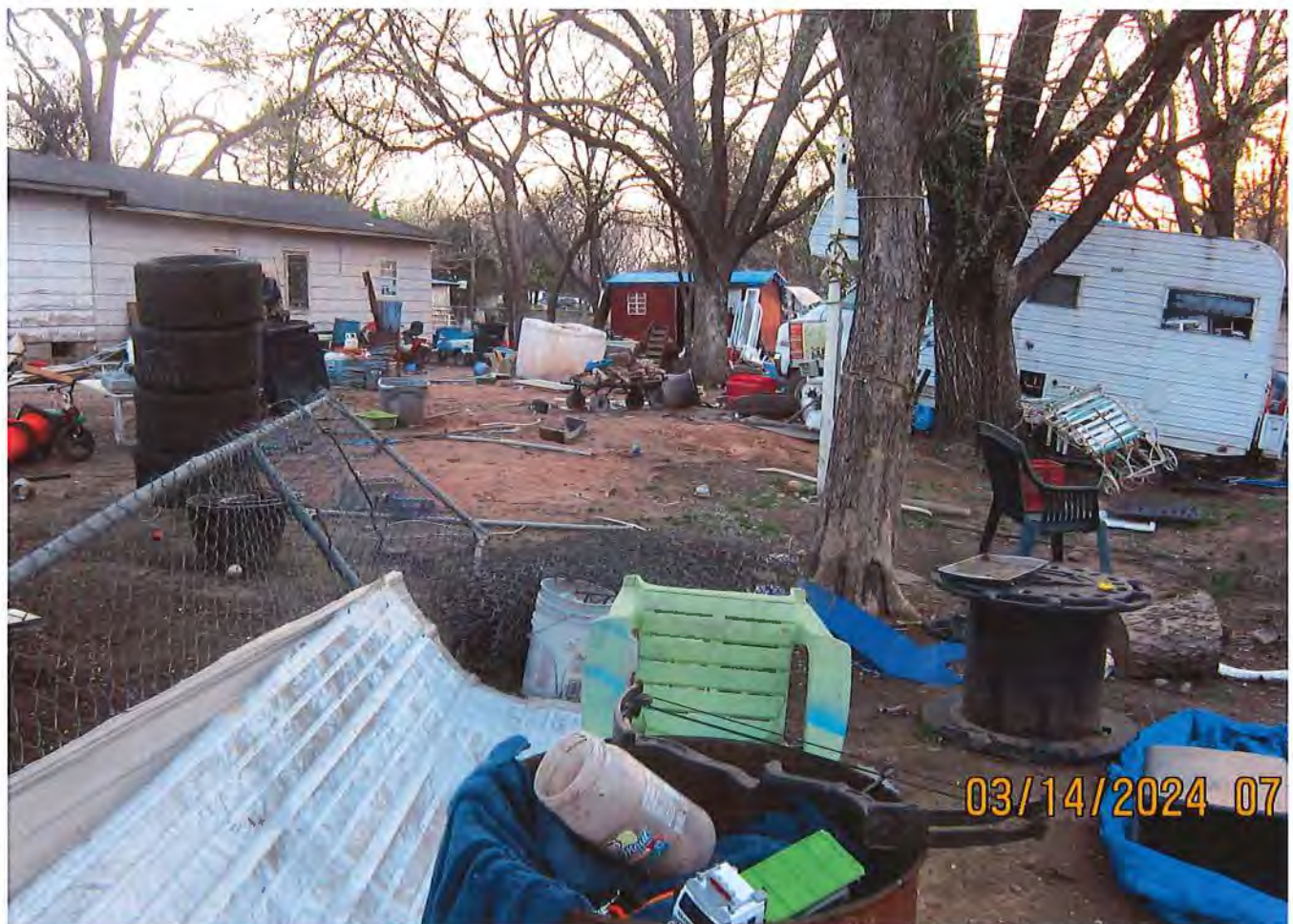
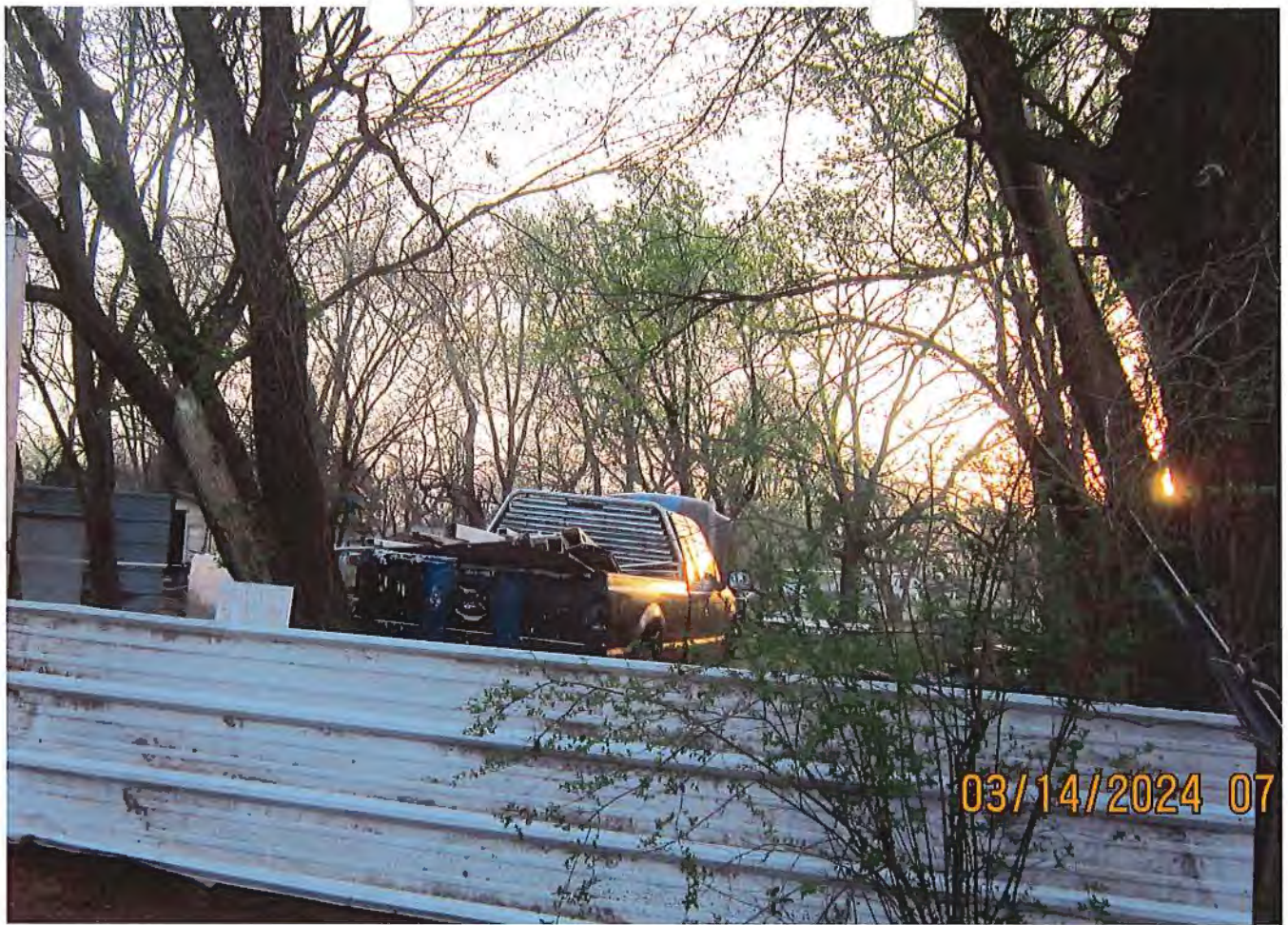
4) Structure ordered to be razed/removed on or about 3-1, 2024

Ricky Vitela
Property owner or Representative

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

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











Sign In Sheet

DATE 3-14-24

(PLEASE PRINT)

ADDRESS

NAME

PHONE #

MAILING ADDRESS

315 S. USAGE failed to appear

HEARING DATE 3-14-24 ADDRESS 315 S OSAGE

OWNER PRESENT Yes/No/Who NO

TIME MEETING STARTS 10:30

NOTES owner's No show city will move forward
to Demo + clean Property.

ORDER

PERMIT OBTAINED BY N/A

MEETING ADJOURNED

STRUCTURE REMOVED BY 3-24-24

0925

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

ADMINISTRATIVE ORDER

Now, on this 14th day of March, 2024 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/ / appeared _____

/ / represented by legal counsel or other representative. _____

☒ failed to appear.

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

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1) The Respondent shall commence the:

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

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

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

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

3) Permits shall be obtained prior to _____, 2024 and shall complete remodel/demo no later than 6 months from date of permit _____, 2024

4) Structure ordered to be razed/removed on or about March 24th 2024

Failed to Appear
Property owner or Representative

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

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



Name and Address of Sender

Check type of mail or service

- ☐ Adult Signature Required ☐ Priority Mail Express
☐ Adult Signature Restricted Delivery ☐ Registered Mail
☐ Certified Mail ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation
☐ Collect on Delivery (COD) ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail
☐ Priority Mail

Affix Stamp Here
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1. Michael McCray	204 S. Osage Shawnee, OK. 74801	.64	.55	Handling Charge - if Registered and over \$50.00 in value																
2. Robert C. Voder	18302 Crossin Rd. Earlsboro, OK. 74840	.64	.55																	
3. Matilda Thorpe	229 N. Roosevelt Shawnee, OK. 74801	.64	.55																	
4. Matilda Thorpe	125 Rolling Hills Dr. Shawnee, OK. 74801	.64	.55																	
5. Shannon Woori	2317 N. Harvey Rd. Seminole, OK. 74867	.64	.55																	
6. Shannon Woori	706 N. Hobson Shawnee, OK. 74801	.64	.55																	
7. Oklahoma Property Investments	3900 NE. 104th St. Ste 200 Oklahoma City, OK. 73131	.64	.55																	
8. Ricky & Danyel Vitela	315 S. Osage Shawnee, OK. 74801	.64	.55																	
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PS-1 of 1





Community Development Department

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

Date: April 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consider the Petition for Annexation request by LaVerne Douglas for purposes of future construction and authorize Staff to proceed with notice and hearing requirements.

Background: The City of Shawnee has received a request to annex property located at 14002 Acme Road. The property is adjacent to the municipal boundary and is being developed for retail commercial use. Per state statutes, specifically 11 O.S. Section 21-105, a valid petition for annexation has been submitted to the City of Shawnee for consideration.

The next step would be to review the request and set a public hearing date to consider the annexation.

Financial Impact: None

Attachments: L Douglas Petition for Annexation

Staff Recommendation: Accept the annexation petition and set a public hearing date for the May 16, 2024, City Commission meeting

PETITION FOR ANNEXATION

To the Board of City Commissioners of the City of Shawnee, Oklahoma:

The undersigned representing 100% of the ownership of the Property (as defined *supra.*), respectfully request the City of Shawnee, Oklahoma annex the Property into the municipal boundaries of the Town and would show as follows:

1. LaVerne Douglas is the owner of the following described property located in Pottawatomie County, Oklahoma to-wit:

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

Beginning at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10; Thence South 00°14'11"East along the East line of said Northeast Quarter (NE/4) a distance of 410.80 feet; Thence South 89°19'43"West, parallel with the North line of said Northeast Quarter (NE/4) a distance of 212.58 feet; Thence North 00°14'11"West, parallel with the East line of said Northeast Quarter (NE/4) a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4); Thence North 89°19'43"East along said North line a distance of 212.58 feet to the POINT OF BEGINNING

(the "Property"), Deeds attached as Exhibit A.

2. Therefore, the Property is currently outside of the municipal limits of the City of Shawnee, Oklahoma
3. It is the desire of the landowner to be annexed into the corporate limits of the City of Shawnee, Oklahoma
4. In accordance with 11 O.S. § 21-105, "the owners of at least three-fourths (in value) of the property in any territory adjacent or contiguous to the municipality may request annexation by signing and filing a petition with the governing body of the municipality."
5. This document shall serve as the owner's petition requesting annexation of the Property.
6. Once filed with the municipality, the owner requests a hearing on this Petition be set on the regularly scheduled agenda for the City of Shawnee, Oklahoma for the April 15, 2024, meeting.

7. Upon filing of the Petition and prior to the April 15, 2024, meeting, the owner will publish the notice of presentment of the Petition within a publication serving the municipality for two consecutive weeks.

8. At such meeting, the owner requests the Board of City Commissioners of the City of Shawnee, Oklahoma, pass an ordinance annexing the Property into the corporate limits of the City.

LaVerne Douglas
As 100% Owner of the Property

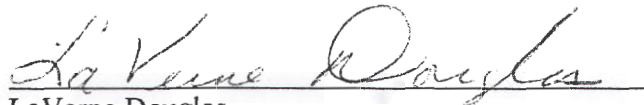

LaVerne Douglas

EXHIBIT A
Legal Description
14002 Acme Road, Shawnee OK
Revised November 9, 2023

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Ten (10) North, Range Three (3) East of the Indian Base and Meridian, Pottawatomie County, Oklahoma, being more particularly described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10;

THENCE South 00°14'11" East, along the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet;

THENCE South 89°19'43" West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 212.58 feet;

THENCE North 00°14'11" West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4);

THENCE North 89°19'43" East, along said North line, a distance of 212.58 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 87,325 square feet or 2.0047 acres, more or less.

The bearing of South 00°14'11" East as shown on the East line of the Northeast Quarter of Section 10 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.

LaVerne Douglas
700 W. Wood Street
Shawnee, OK 74801

February 29, 2024

City of Shawnee Planning Department
222 N. Broadway
Shawnee, OK 74801

Re: Proposed Dollar General location on Acme Road,
Shawnee, OK

Ladies and Gentlemen:

The undersigned is owner ("**Owner**") of the real property (the "**DG Site**") more particularly described on the legal description attached as **Exhibit A** hereto.

Owner has contracted to sell the DG Site to DJD Realty, LLC ("**Developer**"), which desires to develop the DG Site for retail purposes. Accordingly, this letter is for the purpose of authorizing the Developer, at its sole expense, to annex the DG Site into the limits of the City of Shawnee.

I have attached as **Exhibit B** the deeds evidencing my ownership of the DG Site and additional adjacent property which is not being included in the proposed annexation.

Sincerely,

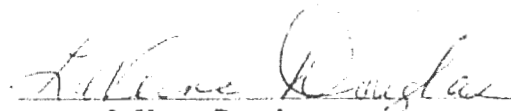

LaVerne Douglas

EXHIBIT A
Legal Description
14002 Acme Road, Shawnee OK
Revised November 9, 2023

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BEGINNING at the Northeast corner of the Northeast Quarter (NE/4) of said Section 10;

THENCE South $00^{\circ}14'11''$ East, along the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet;

THENCE South $89^{\circ}19'43''$ West, parallel with the North line of said Northeast Quarter (NE/4), a distance of 212.58 feet;

THENCE North $00^{\circ}14'11''$ West, parallel with the East line of said Northeast Quarter (NE/4), a distance of 410.80 feet to a point on the North line of said Northeast Quarter (NE/4);

THENCE North $89^{\circ}19'43''$ East, along said North line, a distance of 212.58 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 87,325 square feet or 2.0047 acres, more or less.

The bearing of South $00^{\circ}14'11''$ East as shown on the East line of the Northeast Quarter of Section 10 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.



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

Date: April 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing regarding a request to rezone from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District), an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of North Kickapoo Avenue.
Case No.: RZ01-24 | Applicant: City of Shawnee, Oklahoma

Background: The subject property is located north of Westech Road, approximately one-half (1/2) mile west of N. Kickapoo Avenue, and contains approximately 160 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District). Shawnee Forward, our community's Economic Development Organization, approached the City to discuss a potential grant available through the Oklahoma Department of Commerce. The grant would be for a feasibility study for an industrial park located at the subject property. To apply for the grant, the land that may be studied must be zoned industrial or in the process of rezoning to an industrial district. As the property owner, the City of Shawnee, Oklahoma, must initiate the rezoning request. The rezoning would allow Shawnee Forward to apply for a grant that would pay for the industrial park feasibility study.

Findings and Facts:

- The rezoning is in response to a request from Shawnee Forward to participate in a grant funding process.
- The request complies with the Comprehensive Plan Future Land Use Map (FLUM) with the appropriate project design. The FLUM notes the property is listed as Urban Reserve.
- The proper notification for a public hearing was served.

Considerable discussion regarding the possible rezoning occurred at the Planning Commission, at which time the Planning Commission unanimously recommended rezoning the parcel to I-1 instead of I-2 to help eliminate more intense potential uses that could impact nearby properties. Additional discussion centered on other zoning options that could be taken if the grant application was not successful, such as having the property's zoning revert back to Agricultural.

Financial Impact: None

Attachments: Staff RZ01-24 , RZ01-24 Notice to Publish, RZ01-24 Record of Action

Staff Recommendation: Approval of Case No. RZ01-24 to rezone the subject property from A-1 (Rural Agricultural District) to I-1 (Limited Light Industrial District) based upon the factors outlined in the

staff report and the recommendation of the Planning Commission



Planning Commission Meeting – 4.3.24 – City of Shawnee, Oklahoma

Staff Report | RZ01-24 | A-1 to I-2 | North of Westech Rd. and west of N. Kickapoo Ave.

Date: March 28, 2024

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-2 (Light Industrial District) property located north of Westech Road and approximately one-half (1/2) mile west of N. Kickapoo Avenue and contains approximately 160 acres.
Case No. **RZ01-24** | Applicant: City of Shawnee, Oklahoma

Background

The subject property is located north of Westech Road, approximately one-half (1/2) mile west of N. Kickapoo Avenue, and contains approximately 160 acres. The request is to rezone the property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District). Shawnee Forward, our community's Chamber of Commerce, approached the City to discuss a potential grant available through the Oklahoma Department of Commerce. The grant would be for a feasibility study for an industrial park located at the subject property. To apply for the grant, the land that may be studied must be zoned industrial or in the process of rezoning to an industrial district. As the property owner, the City of Shawnee, Oklahoma, must initiate the rezoning request. The rezoning would allow Shawnee Forward to apply for a grant that would pay for the industrial park feasibility study.

Discussion

The land adjacent to the east is zoned A-1 (Rural Agricultural District) and R-1 (Single-Family Residential District). The property to the south (across Westech Road) is currently zoned A-1 (Rural Agricultural District). Land to the west and north are in unincorporated Pottawatomie County, which does not have zoning classifications.

The Comprehensive Plan Future Land Use Map (FLUM) indicates that the subject property has the Urban Reserve land use designation. The Comprehensive Plan describes the Urban Reserve designated land as most appropriate for long-term growth areas. This comprehensive plan outlines the land needed to accommodate growth over the next 10 - 20 years. The Urban Reserve designation is assigned to areas that will be needed between 15 and 25 years into the future. Since the rezoning is requested to participate in a feasibility study grant process, it is reasonable to consider that development will not occur soon. If development were proposed, any use conflicts may be resolved or minimized through project design. The proposed zoning change is in conformance with the 2040 Comprehensive Plan, with the understanding that appropriate project design would be necessary.

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. City staff placed a sign providing details and contact information on the subject property.

Findings and Facts:

- The rezoning is in response to a request from Shawnee Forward to participate in a grant funding process.
- The request complies 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. RZ01-24 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 RZ01-24 to rezone the subject property.
- Recommending Deferral Case No. RZ01-24 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 **RZ01-24** to rezone the subject property from A-1 (Rural Agricultural District) to I-2 (Light Industrial District).

This rezoning application will be heard at the City Commission meeting on Monday, April 15, 2024, at 6:00 pm.

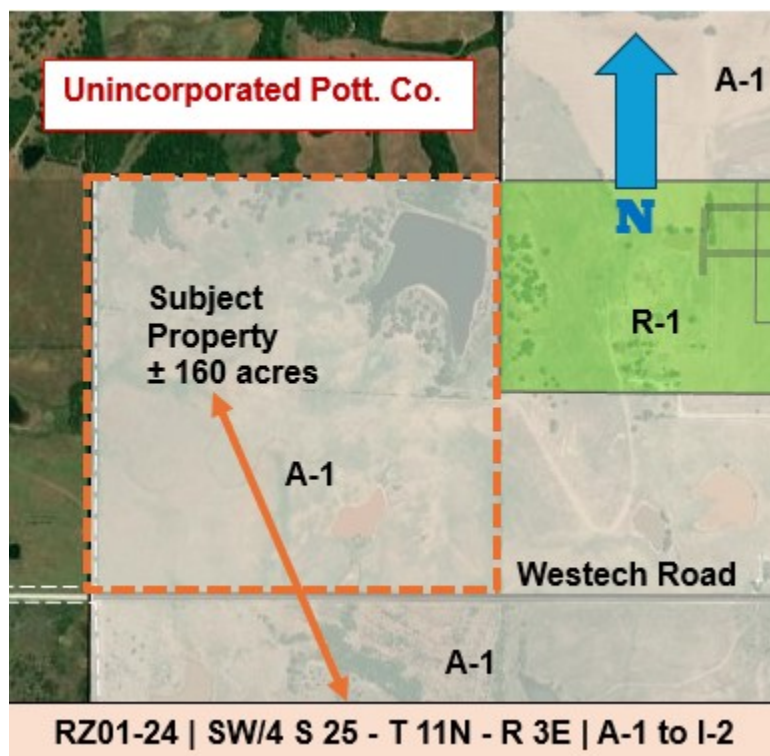
Publish March 22, 2024

NOTICE OF PUBLIC HEARING
Rezoning Request (RZ01-24)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on April 3, 2024, 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 April 15, 2024, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ01-24**) to rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) an approximately 160-acre parcel located north of Westech Road and approximately one-half (1/2) mile west of N. Kickapoo Avenue.

A TRACT OF LAND DESCRIBED AS SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

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: April 8, 2024

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: RZ01-24

REQUEST: rezone from A-1 (Rural Agricultural District) to I-2 (Light Industrial District) ± 160 acres

Applicant: City of Shawnee, Oklahoma

Subject Property Address: North of Westech Rd approximately one-half mile west of N. Kickapoo Ave

Legal Description: A TRACT OF LAND DESCRIBED AS SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

Current Zoning: A-1 (Rural Agricultural District) **Requested Zoning:** I-2 (Light Industrial District)

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: April 3, 2024

PC Recommendation: Approval of rezoning to I-1 (Limited Light Industrial District)

Conditions: none

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER	Rec Approval		X			
JOHNSON			X			
REESE (CHAIR)			X			
MEW-PALMER						
BARRETT		X	X			
ROWELL						

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-1 (LIMITED LIGHT INDUSTRIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 15th day of April 2024, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) and to I-1 (Limited Light Industrial District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to I-1 (Limited Light Industrial District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND DESCRIBED AS SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA. FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-1 (LIMITED LIGHT INDUSTRIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 15th day of April, 2024.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.

JOSEPH M. VORNDRAN,
CITY ATTORNEY



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

Date: April 15, 2024
To: Board of City Commissioners
From: Kevin Moore, Chief Building Official
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma amending a certain portion of Chapter 7 (Buildings and Building Regulations), Article III (Electricity) of the Shawnee Municipal Code; and providing for severability, codification, repealer, and declaring an emergency.

Background: City staff supports the proposed ordinance, which mandates PV system conductors to be labeled "PHOTOVOLTAIC POWER SOURCE" or "SOLAR PV DC CIRCUIT" and installed in a raceway.

Clear labeling facilitates easy identification during maintenance and emergencies, reducing risks. The use of raceways for PV system circuits also ensures that these circuits are properly contained and isolated from other electrical components, reducing the risk of accidents and improving overall system reliability.

This amendment aligns the Code of the City of Shawnee with industry standards and boosts confidence in our solar infrastructure.

Financial Impact: N/A

Attachments: Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING A CERTAIN PORTION OF CHAPTER 7 (BUILDINGS AND BUILDING REGULATIONS), ARTICLE III (ELECTRICITY) OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY.

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee for the protection of the public’s health, safety, and welfare.

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

SECTION 1: AMENDATORY. Section 7-62 [Amendments.] is amended to read:

Section NEC 690.31 (D) (2) is amended by inserting the following:

All PV System conductors shall be marked with the wording PHOTOVOLTAIC POWER SOURCE or SOLAR PV DC CIRCUIT by means of permanently affixed labels or other approved permanent marking and be installed in a raceway.

SECTION 2: 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 courts so holding shall not affect or impair the remaining parts or provisions of this ordinance.

SECTION 3: CODIFICATION. This ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 4: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

SECTION 5: EMERGENCY CLAUSE. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 15th day of April, 2024.

ATTEST:
(SEAL)

ED BOLT , MAYOR

LISA LASYONE, MMC, CITY CLERK

Emergency clause separately passed and approved this 15th day of April, 2024.

ATTEST:
(SEAL)

ED BOLT , MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING A CERTAIN PORTION OF CHAPTER 7 (BUILDINGS AND BUILDING REGULATIONS), ARTICLE III (ELECTRICITY) OF THE SHAWNEE MUNICIPAL CODE; AND PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND DECLARING AN EMERGENCY.

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee for the protection of the public’s health, safety, and welfare.

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SECTION 5: EMERGENCY CLAUSE. Because it is necessary for the protection of the public’s health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this 15th day of April, 2024.

ATTEST:
(SEAL)

ED BOLT , MAYOR

LISA LASYONE, MMC, CITY CLERK

Emergency clause separately passed and approved this 15th day of April, 2024.

ATTEST:
(SEAL)

ED BOLT , MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.

JOSEPH M. VORNDRAN
CITY ATTORNEY



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: April 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing regarding an amendment to Section 22-299 to 22-309 of the Zoning Code, which provides guidance regarding Short-Term Rentals (STR) in the City of Shawnee, Oklahoma.
Case No.: TXT01-24 | Applicant: City of Shawnee, Oklahoma (*Deferred from March 18, 2024, City Commission Meeting.*)

Background: Short-term rentals are also known as home-sharing or vacation rentals. One definition of a short-term rental is a dwelling unit offered or provided to a guest by an owner or operator for a fee for fewer than thirty consecutive nights. Several platforms assist travelers and hosts with short-term rentals. AirBnb and VRBO (Vacation Rental By Owner) are two well-known example platforms.

Staff previously presented a draft ordinance for short-term rentals (STR) to the Planning Commission for review and discussion. The Planning Commission recommended approval of the previous draft ordinance. Since then, staff have had additional discussions regarding short-term rentals, which led to further revisions to the draft ordinance. Due to the changes, the ordinance was brought before the Planning Commission for an additional review of an amended draft ordinance for short-term rentals. The Planning Commission recommended approval of the updated draft ordinance on a 6-0 vote at their April 3, 2024, regular meeting.

This item was originally scheduled for the March 18, 2024, City Commission meeting but was deferred because the Planning Commission did not meet in March 2024.

Findings

- There is a demand for short-term rentals in Shawnee, OK.
- There are active short-term rentals in the City.
- The Zoning Code currently only offers guidance on "Bed and Breakfast" operations.
- Regulations to establish guidelines and procedures in order to protect citizens and the City are necessary.

Financial Impact: None

Attachments: STAFF TXT01-24 Sec 22-299-309, TXT01-24 Record of Action

Staff Recommendation: Approval of the item



Planning Commission Meeting – 3.6.2024 – City of Shawnee, Oklahoma

Staff Report | TXT01-24

Date: 3.1.2024

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** – Public hearing and consideration of a proposed text amendment to **Section 22-299-309** of the Zoning Code, which provides guidance about Short-Term Rentals (STR) in the City of Shawnee, OK.
Case No. **TXT01-24**

Background

When it is necessary to amend the Zoning Code's language, the change must first be presented to the Planning Commission for consideration. The Planning Commission must review and make a recommendation to the City Commission regarding any text amendments presented by staff.

In the Shawnee, Oklahoma Zoning Code, **Sec. 22-645. - Planning commission recommendation required.** states: "The regulations, restrictions, prohibitions and limitations imposed and the districts created may from time to time 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."

Discussion

Staff previously presented a draft ordinance for short-term rentals (STR) for review and discussion. The Planning Commission recommended approval of the ordinance. Since then, staff have had additional discussions regarding short-term rentals, which led to further amendments to the ordinance. Due to the changes, the ordinance is brought before the Planning Commission for an additional review of an amended draft ordinance for short-term rentals.

Short-term rentals are also known as home-sharing or vacation rentals. One definition of a short-term rental is a dwelling unit offered or provided to a guest by an owner or operator for a fee for fewer than thirty consecutive nights. Several platforms assist travelers and hosts with short-term rentals. AirBnb and VRBO (Vacation Rental By Owner) are two well-known example platforms.

Findings

- There is a demand for short-term rentals in Shawnee, OK.
- There are active short-term rentals in the City.
- The Zoning Code currently only offers guidance on "Bed and Breakfast" operations.
- Regulations to establish guidelines and procedures in order to protect citizens and the City are necessary.

Staff Recommendation

Based on the review of the draft ordinance and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission APPROVAL of TXT01-24 for the proposed text amendment to **Section 22-2990-309** of the Zoning Code.

Recommendation Options

- Approval of Case No. TXT01-24 for the proposed text amendment to **Section 22-299 - 309** of the Zoning Code as presented by staff and indicated on the accompanying ordinance.
- Denial of the application for TXT01-24.
- Deferral of Case No. TXT01-24 with a request for additional and specific information to a certain date.
- Approval of Case No. TXT01-24 as amended by the Planning Commission.

This text amendment will be heard at the City Commission meeting on Monday, March 18, 2024, at 6:00 pm.

RECORD OF ACTION

DATE: April 8, 2024

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: TXT01-24

REQUEST: Text Amendment to Section 22-299- 309 of the Zoning Code

Applicant: City of Shawnee, Oklahoma

Subject Property Address: n/a

Legal Description: n/a

Current Zoning: n/a **Requested Zoning:** n/a

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: April 3, 2024

PC Recommendation: Approval

Conditions: none

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER	Rec Approval		X			
JOHNSON			X			
REESE (CHAIR)			X			
MEW-PALMER						
BARRETT		X	X			
ROWELL						

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22-299 TO SECTION 22-309 OF THE ZONING CODE OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, MORE SPECIFICALLY KNOWN AS RESERVED, TO SHORT TERM RENTAL, RESIDENTIAL. BY AMENDING SAID SECTIONS OF SAID ZONING CODE: PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR CODIFICATION.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 15th day of April 2024, to revise certain sections of the zoning code.

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said amendment to be adopted

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

SECTION 1: That the Sections 22-299 to 22-309 of the Zoning Code be amended to include the following:

Sec. 22-299 Purpose

It is the purpose and intent of this chapter to establish regulations for privately owned residential property used as vacation homes and rented to transient occupants for periods of less than thirty (30) days in the municipal limits of the City of Shawnee, Oklahoma, so as to minimize the adverse effects of short-term rental uses on surrounding residential properties and neighborhoods, and to preserve the character, integrity, and stability of residential neighborhoods in which short-term rental properties are located.

Sec. 22-300 - Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial Event is defined as an event with the purpose of making money or where a venue is hired for a commercial function where attendees are charged entry, which may include, but is not limited to, events such as parties, entertainment events, and attractions.

Conditional Use Permit means the process of review, recommendation, and conditional approval of a specific use (short-term rentals) is permitted by the City Commission.

Guest means a person who rents or occupies a short-term rental alone or with others.

Owner shall mean any person, firm, trust, or other legal entity that owns the property where a short-term rental is located.

Responsible Party shall mean the primary contact for the short-term rental, aside from the owner, that can be reached by the occupant or city staff in the event of an emergency or other issue.

Short-term rental means any dwelling unit, portion thereof, or habitable accessory dwelling unit for rent for a temporary period of up to 30 days per guest.

Short-term rental license means the process of reviewing and approving a specific residence to engage in a short-term rental.

Sec. 22-301. – General Requirements.

A short-term rental is defined as the rental of an existing or otherwise permitted dwelling unit, or any portion thereof, for not more than thirty (30) days, where the owner is engaged in a contract for the rental of that specific dwelling unit or any portion thereof.

1. Application and approval of a Conditional Use Permit is required before application of the license is approved.
2. An annual short-term rental license may be issued to eligible applicants by the city. A short-term rental license is a privilege that may be denied, suspended, revoked, or not renewed.
3. Short-term rental units shall only be utilized by those individuals who are renting said units, and then only for the purposes of overnight accommodations.
4. Short-term rentals shall not adversely affect the residential character of the neighborhood, nor shall the use generate noise beyond what is allowed under city code, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of their residence.
5. A licensee or guest of a short-term rental shall not use or allow the use of sound equipment, amplified music, and musical instruments.
6. A licensee or guest of a short-term rental shall not violate any parking ordinances of the Shawnee City Code. Suitable parking based on proposed occupancy must be available on-site, and the use of street parking as the primary guest parking is not allowed.
7. Guest occupancy limits are established for each short-term rental.
8. Anyone under the age of eighteen (18) is prohibited from renting a short-term rental.
9. All short-term rental properties shall pay a license application fee and a license renewal fee, as noted in the City Fee Schedule.
10. All short-term rental properties shall be inspected by the City annually.
11. Short-term rental licenses shall not be transferrable.
12. No person shall offer or engage in a short-term rental in or on any part of the property not approved for residential occupancy. Examples include but are not limited to a vehicle or RV parked on the property, storage shed, trailer, garage, or any temporary structure such as a tent.

Sec. 22-302. - Permitted zoning districts.

- **R-1** (Single-Family Residential District)
- **R-2** (Medium Density Residential District)
- **R-3** (Multifamily Residential District) -- single-family, duplex, & triplex dwellings only
- **C-4** (Central Business District)
- **A-1** (Rural Agricultural District) with overlay LPZ (Lake Protection Zone)
- **A-1** (Rural Agricultural District)

Sec. 22-303. - Short-term rental, residential; license required; compliance with applicable codes.

1. No person shall manage or operate a short-term rental without an annual license, as provided herein, issued by the Community Development Department.
2. Licenses for short-term rental shall expire annually on the date the license was originally granted or immediately upon change of ownership. Licenses may be renewed annually upon filing a renewal application with the Community Development Department.
3. No license shall be issued or renewed until the applicant verifies that tax permits have been issued by the State of Oklahoma and provides evidence that all applicable collection of taxes will take place or is taking place.
4. No license shall be issued or renewed where taxes are delinquent and are owed by the owner or operator of the property or if the property violates any section of the Shawnee City Code. No renewal shall be issued for a property deemed to breach the Shawnee City Code until such violation is resolved through final disposition of a prosecution filed in the Municipal or District Court or upon certification by the building code official that the property is in compliance with applicable codes.
5. No short-term rental license shall be issued until a Conditional Use Permit (CUP) has been approved by the City.
6. No person shall offer or engage in a short-term rental without complying with applicable building and fire codes.
7. Use of a short-term rental for any commercial events is prohibited. Each short-term rental shall comply with all applicable noise ordinances
8. The number of occupants at any given time in a short-term rental unit shall not exceed the number of beds.
9. One on-site parking space is required per every four beds.

Sec. 22-304. - Required information to be posted and provided to guests.

The license holder shall post the following information in a prominent location in the interior, clearly visible to guests, and provide a packet of the information, summarizing the restrictions applicable to short-term rental use, including:

- a) The license registration, which includes license number;
- b) Owner's name and phone number;
- c) Local emergency contact (within one hour driving time of the short-term rental) name and phone number;
- d) Occupancy limits;

- e) The location of any on-site and off-site parking spaces available for guests;
- f) Parking restrictions;
- g) Noise restrictions, including the prohibition on the use of sound equipment, amplified music, and musical instruments;
- h) Information on open burning or relevant burn bans;
- i) Information on applicable water restrictions;
- j) Trash and recycling collection rules and dates;
- k) Prohibition on the use of the short-term rental for commercial events; and
- l) Floor plan with fire exits and escape routes.

Sec. 22-305. - Application form, short-term rental, residential; license; process.

An application for a short-term rental license shall be submitted to the Community Development Department on a form supplied by the City, which shall contain the following information and attestations. The applicant also agrees to furnish any necessary documentation upon request of the City.

- a) The name, street address, mailing address, and telephone number of the owner of record of the property where the short-term rental will be located, a mailing address (if different), cell phone number, and email address;
- b) The name, street address, telephone number, and email address of a local emergency contact, who can access the rental within one hour's driving time; this information shall remain current with the City for the duration of the short-term rental license;
- c) Proof of current, valid property insurance;
- d) Proof of tax permit from the Oklahoma Tax Commission;
- e) Proof of payment of any applicable taxes as of the date of submission of the application;
- f) The number of bedrooms and the proposed occupancy limits;
- g) A diagram showing the proposed layout of the property use and any on-site parking available;
- h) A floor plan indicating fire exits and escape routes;
- i) All required egress windows in bedrooms must be operational and free from breaks or cracks;
- j) Operational smoke detectors and carbon monoxide detectors as required by the Building Code and fire extinguishers as required by the Fire Code;
- k) That the property complies with applicable provisions of the City's minimum property maintenance, building, electrical, mechanical, and plumbing codes; and
- l) Any other information requested by the City.

Any fraud, material misrepresentation, or false statements contained in the attestations, required documentation, or correlating application material shall be grounds for immediate revocation of a short-term rental license. Furthermore, all requirements shall be continuously maintained throughout the duration of the permit. These requirements shall be verified as having been met through an annual inspection.

Sec. 22-306. - Conditional Use Permit (CUP) Application form; process.

1. A Conditional Use Permit (CUP) application shall be submitted to the Community Development Department for review. An application for a residential short-term rental license shall accompany the CUP application.
2. The Planning Commission shall hold a public hearing thereon and shall transmit its recommendation for the Conditional Use Permit application to the City Commission.
3. The City Commission may authorize or deny the issuance of a Conditional Use Permit for the use of the land or buildings as requested for short-term rental.
4. The Planning Commission and City Commission may set conditions for any Conditional Use Permit approval in conducting reviews, including but not limited to conditions on days and hours of operation, use restrictions, parking, setbacks, screening, signage, lighting, noise, and other standards and operational safeguards essential to the welfare and protection of adjacent property and the community as a whole.
5. If approved, the applicant shall remain in compliance with any specified conditions of the Conditional Use Permit. The City Commission shall have the authority to revoke any Conditional Use Permit that violates established conditions upon public hearing and notice to the permit holder.
6. If the property is sold or transferred to another owner, the approval of a new Conditional Use Permit shall be required for the Short-Term Rental to continue operating.

Sec. 22-307. - Suspension, revocation; notice and appeal; complaint process.

1. A license issued may be suspended or revoked by the City for failure to pay applicable sales and/or occupancy taxes due or for violation of any section of the Shawnee City Code or state law.
2. Failure to renew the short-term rental license annually will require a new license application to be submitted and charged the initial fee as described in the City Fee Schedule.
3. A resident within 300 feet of the short-term rental may file a complaint with the City if they feel the short-term rental unit is non-compliant with the provisions of this ordinance.

- 4. No license shall be suspended or revoked until the owner has been accorded written notice of the violation(s) and administrative hearing with the City.
- 5. The decision to suspend or revoke the license may be appealed to the City Commission by filing notice thereof with the City Clerk within ten days of said action.

Sec. 22-308. - Covenants; deed restrictions; overlay requirements.

This division or any section therein is not intended to be construed in derogation of, or in conflict with, any restrictive covenant, deed restriction, or lease agreement that may be applicable. This division or section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.

Sec. 22-309. - Penalty.

Violation of Sections 22-229 through 22-308 shall be deemed a Class C offense. Each day a short-term rental is operated in violation of said section shall constitute a separate offense.

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 courts 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 Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

PASSED AND APPROVED this 15th day of April, 2024.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF THE ZONING CODE OF THE CITY OF SHAWNEE PURSUANT TO SECTIONS 22-301 OF CHAPTER 22 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No.2599NS has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Chapter 22, Sections 22-301, provides for the setting, and updating, of the Zoning Code of the City of Shawnee from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule; and

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the e Zoning Code of the City of Shawnee pursuant to Sections 22-301.

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

Section 1. Accordingly, the City Fee Schedule is hereby updated in that Sections 22-301 of Chapter 22 of the Zoning Code of the City of Shawnee, Oklahoma is hereby amended to read as follows:

Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Application fee	\$180.00
Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Renewal fee	\$100.00

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit ‘A’) and the updated City Fee Schedule in whole (Exhibit ‘B’). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 3. **Effective Date.** The effective date of the fee changes in this Resolution is May 15, 2024.

[Signature Page to Follow]

PASSED AND APPROVED this 15th day of April, 2024.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

DRAFT

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 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 VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Application fee	\$180.00			
Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Renewal fee	\$100.00			
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			

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			

*Fees effective July 1, 2024
**Fees effective May 1, 2024
***Fees effective May 15, 2024

<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			

*Fees effective July 1, 2024
**Fees effective May 1, 2024
***Fees effective May 15, 2024

<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			

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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		

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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			

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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			

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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			

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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			

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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. Reinspacetion made because of defective work: First Occurance	\$25			

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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			

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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			

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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			

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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		

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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		

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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	

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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**	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year) Lot	\$200			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Cremation Space**	\$550			
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Infant (0-1 year)Cremation Space**	\$125			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Adult burials**	\$450			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Infant (0-1 year) burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials**	\$250			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Adult and Cremation burials)**	\$300			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Tent Fee (Infant burials)	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges After 4:00PM Monday thru Friday **	\$550			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon**	\$600			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday**	\$700			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a municipal holiday**	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Monument/Marker Setting Fee**	\$50			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee**	\$1,500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee**	\$1,000			
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)**	\$1000 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)**	\$1200 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						

*Fees effective July 1, 2024
**Fees effective May 1, 2024
***Fees effective May 15, 2024

<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 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		
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		

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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			
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			

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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			
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		

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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			
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						

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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
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			

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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		
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			

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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			
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						

<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 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		
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		

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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		
Part II Chapter 20 Art I Sec 20-17	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		

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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)	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		

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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		

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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		
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		

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Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
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			

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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			
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			

<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 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Application Fee***	\$180.00			
Part II Chapter 22 Art VII Div 5 Sec 22-301	Planning and Development	General Requirements: License Renewal Fee***	\$100.00			
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)	\$19.19			
		Large Polycart (95 gallon)	\$24.18			
		Additional Polycart (95 gallon)	\$12.20			
		Solid Waste Service Only	\$24.18			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
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			

*Fees effective July 1, 2024

**Fees effective May 1, 2024

***Fees effective May 15, 2024

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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		
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	\$25.79			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			

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		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
	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	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			

*Fees effective July 1, 2024
**Fees effective May 1, 2024
***Fees effective May 15, 2024

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		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$32.24			
		1,001—4,000	\$4.85			
		4,001—1,000,000	\$4.96			
		1,000,001—2,000,000	\$5.11			
		More than 2,000,000	\$5.22			
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	\$29.98			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			
		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	\$37.48			
		1,001—4,000	\$7.28			
		4,001—1,000,000	\$7.47			
		1,000,001—2,000,000	\$7.65			
		More than 2,000,000	\$7.84			

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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	\$16.81			
		Over 1,000	\$3.72			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$21.04			
		Over 1,000	\$3.62			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$25.24			
		Over 1,000	\$5.42			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				

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		Number of Gallons	Monthly Rate Per Thousand Gallons*			
		0—1,000	\$31.54			
		Over 1,000	\$5.42			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a)(b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
Part II Chapter 26 Art 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		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art III Div 1 Sec 26-67 (d)(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			
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			

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**Fees effective May 1, 2024
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		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		
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			

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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			
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			

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Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			
Part II Chapter 28 Art V Sec 28-196 (2)(d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: April 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase II.
Case No.: PPL01-24 | Applicant: City of Shawnee, Oklahoma

Background: The subject property is located in Township 10 North, Range 2 East, and part of Section 14. The Preliminary Plat includes approximately 368.02 acres. The property is zoned A-1 (Rural Agricultural District). The Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision was completed to define the boundaries of the “lake lot leases” and “common areas” located within the city limits of Shawnee, Oklahoma. There are three (3) areas containing lake lot leases: Damron, Seck, and Belcher. A total of 48 lots are contained in those areas, with a breakdown of lake lot leases per area as follows:

- Damron – 13
- Seck – 9
- Belcher – 26

Findings:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer is satisfied with the Preliminary Plat as submitted.

The Planning Commission recommended approval with a 6-0 vote at their April 3, 2024, meeting.

Financial Impact: None

Attachments: STAFF PPL01-24Twin Lakes, Lake No.1, Phase II, Shawnee Twin Lakes - Lake No. 1 Phase 2 - Prelim Plat Application, Shawnee Twin Lakes - Lake No. 1 Phase 2 - PRELIM PLAT, PPL01-24 Record of Action

Staff Recommendation: Approval of Case No. PPL01-24 for the Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase II, based upon the findings outlined in the staff report and the recommendation of the Planning Commission



Planning Commission Meeting – April 3, 2024 – City of Shawnee, Oklahoma

Preliminary Plat Application | PPL01-24 | Shawnee Twin Lakes, Lake No. 1, Phase II

=====

To: Shawnee Planning Commission
From: Rachel Clyne, City Planner
Date: March 25, 2024
Subject: **Staff Report** – Consideration of a request for a Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II
Case No. **PPL01-24** | Applicant: City of Shawnee

=====

Background: The subject property is located in Township 10 North, Range 2 East, and part of Section 14. The Preliminary Plat includes approximately 368.02 acres. The property is zoned A-1 (Rural Agricultural District). The Preliminary Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision was completed to define the boundaries of the “lake lot leases” and “common areas” located within the city limits of Shawnee, Oklahoma. There are three (3) areas containing lake lot leases: Damron, Seck, and Belcher. The breakdown of lake lot leases per area is Damron – 13 | Seck – 9 | Belcher – 26 for a total of 48 lots.

Discussion:

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer is satisfied with the Preliminary Plat as submitted.

Alternatives:

- Recommending Approval of Case No. PPL01-24, for the Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II as presented.
- Recommending Denial of the application for Case No. PPL01-24.
- Recommending Deferral of Case No. PPL01-24 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL01-24** for the Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II

This application will be heard at the City Commission meeting on Monday, April 15, 2024, at 6:00 p.m. in the City Hall Commission Chambers.

PRELIMINARY PLAT APPLICATION



Planning Department

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

For Office Use Only

Case Number: _____
Project Number : 20240444
Date Filed: 3.13.24
Amount Paid : _____
Receipt No.: _____

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

APPLICANT City of Shawnee
APPLICANT ADDRESS 222 N Broadway, Shawnee OK 74801
APPLICANT PHONE NUMBERS 405.878.1666
EMAIL ADDRESS seth.barkhimer@shawneeok.org
NAME OF PLAT Shawnee Twin Lakes - Lake No. 1 Phase 2
LOCATION A part of Section 14, T10N-R2E, I.M., Pottawatomie County, OK
NUMBER OF ACRES 368.02 NUMBER OF LOTS Damron - 13 / Seck - 9 / Belcher - 26 = 48

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 _____

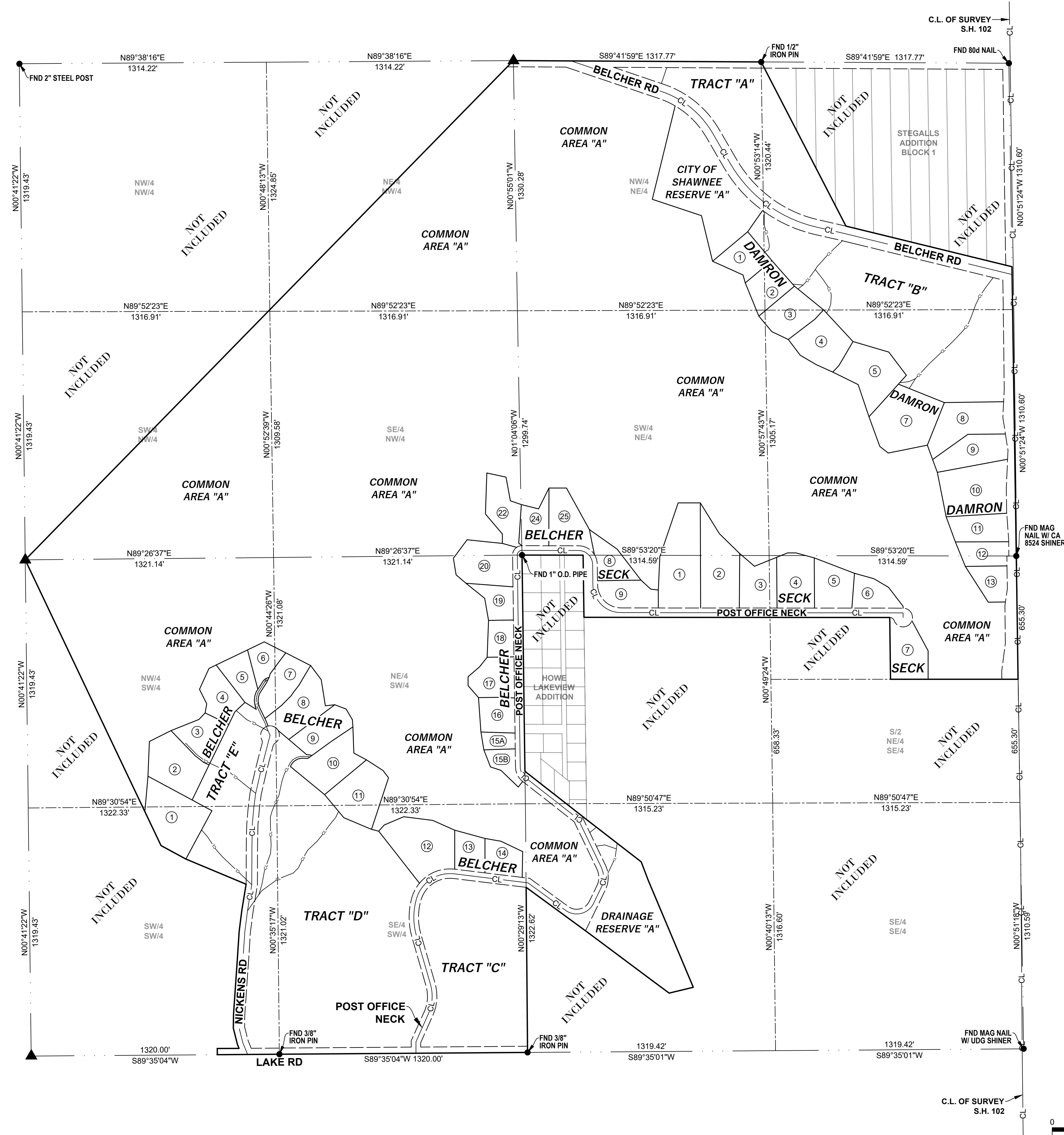
OWNER/DEVELOPER INFORMATION:

NAME City of Shawnee
ADDRESS 222 N Broadway, Shawnee OK 74801
CONTACT NUMBERS 405.878.1666
EMAIL ADDRESS seth.barkhimer@shawneeok.org

PROJECT ENGINEER INFORMATION:

NAME _____
ADDRESS _____
CONTACT NUMBERS _____
EMAIL ADDRESS _____

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



PRELIMINARY PLAT
OF
SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2
BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

NOTES

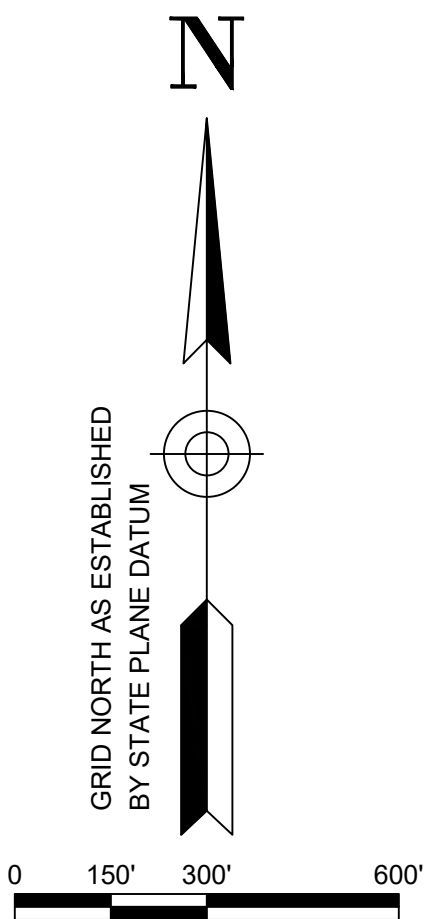
1. THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THIS FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
2. EXTERIOR SUBDIVISION CORNERS, LOT CORNERS, R/W CORNERS, AND CENTERLINE MONUMENTS SHALL BE EITHER A 1/2" IRON PIN W/ PLASTIC CAP STAMPED "ELEVATION CA 8524" OR A MAG NAIL WITH SHINER STAMPED "ELEVATION CA 8524", UNLESS OTHERWISE NOTED.
3. MAINTENANCE OF ALL COMMON AREAS AND RIGHT-OF-WAYS ARE THE RESPONSIBILITY OF THE CITY OF SHAWNEE.
4. MAINTENANCE OF ALL ACCESS EASEMENTS ARE THE RESPONSIBILITY OF THE LESSEE(S) OF THE LOT(S) THE ACCESS EASEMENT IS SERVING.
5. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENTS, NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE COMMON AREAS OR RIGHT-OF-WAYS.
6. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENT, NO STRUCTURES SHALL BE PLACED WITHIN THE BUFFER AREA.
7. THE EDGES OF THE EASEMENTS AND RIGHT-OF-WAY LINES SHALL EXTEND TO AND/OR TERMINATE AT THE APPLICABLE LOT, PROPERTY, AND/OR RIGHT-OF-WAY LINES.
8. ALL EASEMENT DIMENSIONS ARE TO THE CENTERLINE OF THE EASEMENT.

LEGEND

SECTION LINE	R/W = PUBLIC RIGHT-OF-WAY
QUARTER SECTION LINE	A/E = PRIVATE ACCESS EASEMENT
ALIQUOT SECTION LINE	U/E = PUBLIC UTILITY EASEMENT
EXISTING SUBDIVISION LOT LINE	O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT
CENTERLINE OF ROADWAY/DRIVE	U/U/E = PRIVATE UNDERGROUND UTILITY EASEMENT
SUBJECT PROPERTY LINE	C/L = CENTERLINE
LOT LINE	C = CURVE
BUFFER AREA LINE	L/L = LOT LINE
EASEMENT LINE	BOUNDARY CORNER (AS NOTED)
RIGHT-OF-WAY LINE	CALCULATED CORNER (FALLS IN LAKE)

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

Reference #	Recording Information	Document Description	Blanket	Plotted
1	Book 72 Page 141	Right-of-Way in favor of McMann Oil Company	Yes	No
2	Book 99 Page 202	Right-of-Way in favor of Oklahoma Gas and Electric Company	Yes	No
3	Book 215 Page 280	Easement for road and canal in favor of Ralph & Mabel Lillard and ISAOA	No	Yes
4	198700010667	25' Easement in favor of Oklahoma Gas and Electric Company	No	Yes
5	198800010329	Easement to divert water across City of Shawnee property in favor of US Government and John H. Currie	Yes	No
6	201200013035	Utility Easement in favor of the State of Oklahoma	No	Yes
7	201200013037	Utility Easement in favor of the State of Oklahoma	No	Yes
8	201200013038	Utility Easement in favor of the State of Oklahoma	No	Yes
9	201200013039	Highway Easement in favor of the State of Oklahoma	No	Yes
10	201200013040	Highway Easement in favor of the State of Oklahoma	No	Yes
11	201200013041	Highway Easement in favor of the State of Oklahoma	No	Yes
12	201300013245	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes
13	201300013246	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes
14	201300013247	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes



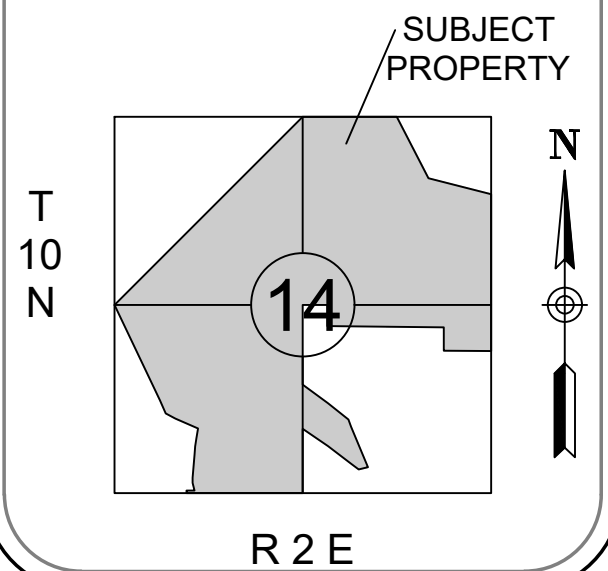
ELEVATION
LAND SURVEYING

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

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2024

LOCATION MAP

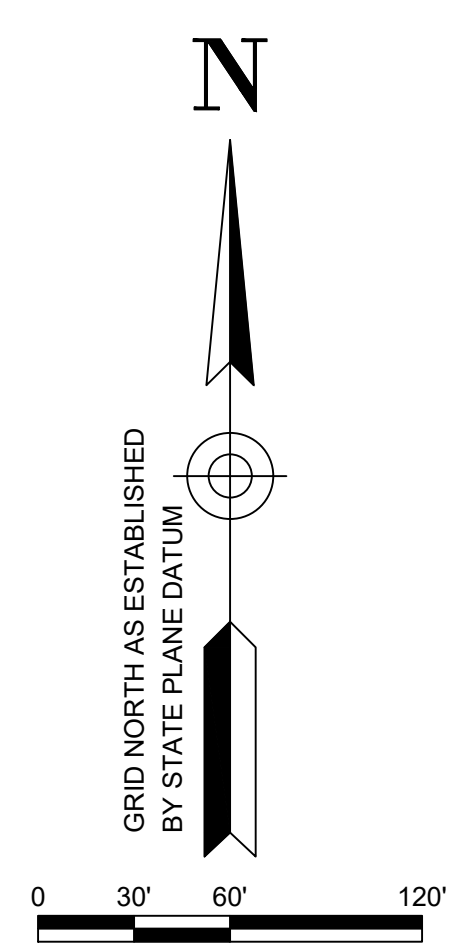
POTTAWATOMIE COUNTY, OK



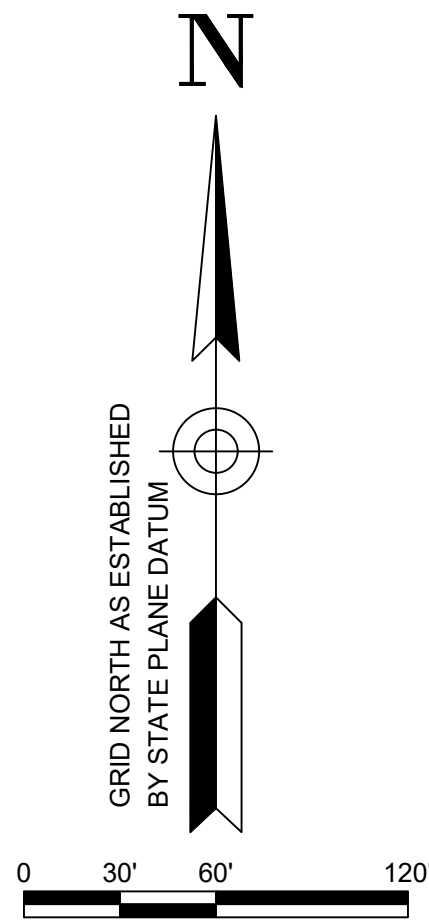
PRELIMINARY PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2
BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

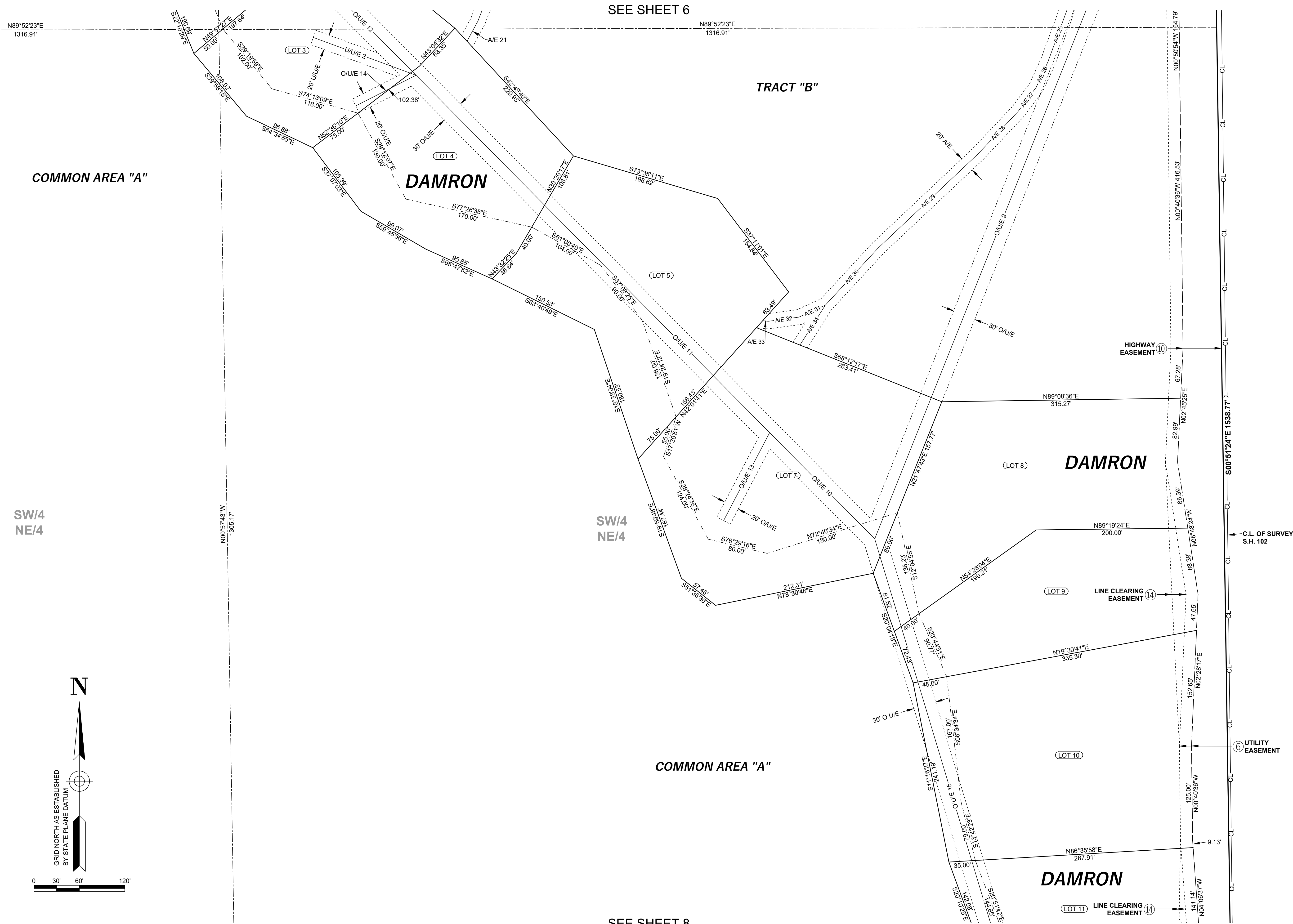
REVISION	BY	DATE	SURVEY BY:	TJW
			FIELD DATE: XX/XX/24	
			FINAL DATE: XX/XX/24	
			SCALE: 1"=300'	
			REVIEWED BY: SDC	
			ELS JOB NUMBER: 2023.47	

SHEET
1 OF 14



SHEET
3 OF 14





ELEVATION
LAND SURVEYING

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

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A.#8524 EXPIRES 06-30-2024

LOCATION MAP

POTTAWATOMIE COUNTY, OK

SHEET 7

T 10 N

R 2 E

14

N

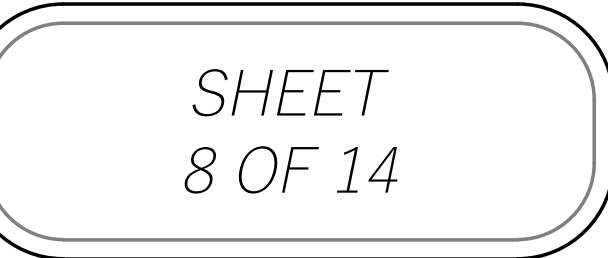
1/4

PRELIMINARY PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2
BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE AND BEING A PART OF SECTION 14, T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION		BY	DATE

FIELD DATE:	XX/XX/24	SURVEY BY:	TJW
FINAL DATE:	XX/XX/24	DRAWN BY:	TJW
SCALE:	1"=60'	REVIEWED BY:	SDC
ELS JOB NUMBER: 2023.47			

*SHEET
7 OF 14*



SW/4
NE/4

LOCATION MAP
POTTAWATOMIE COUNTY, OK

T 10 N

SHEET 9

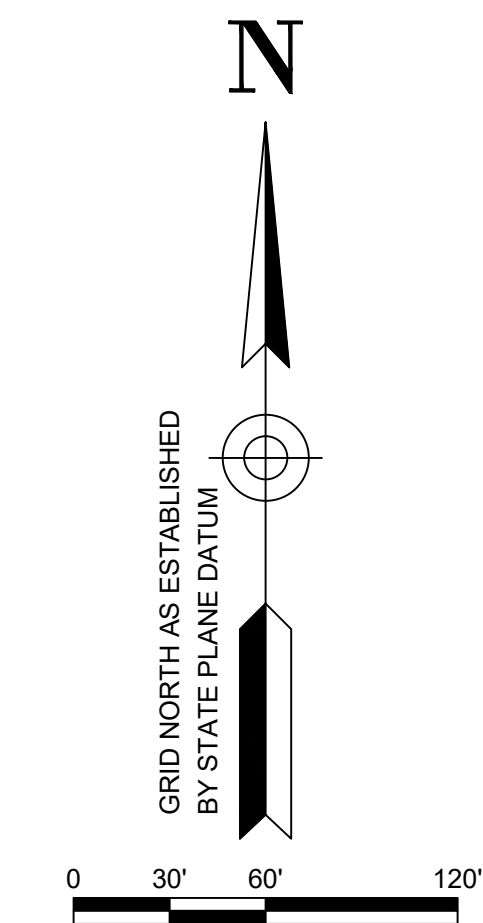
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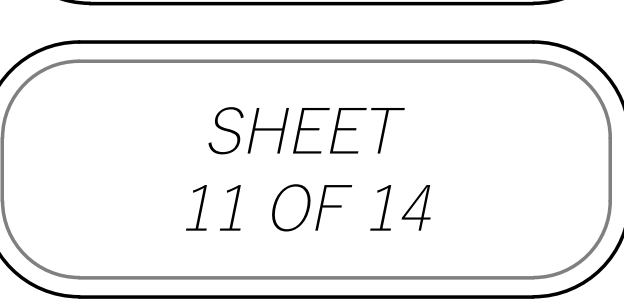
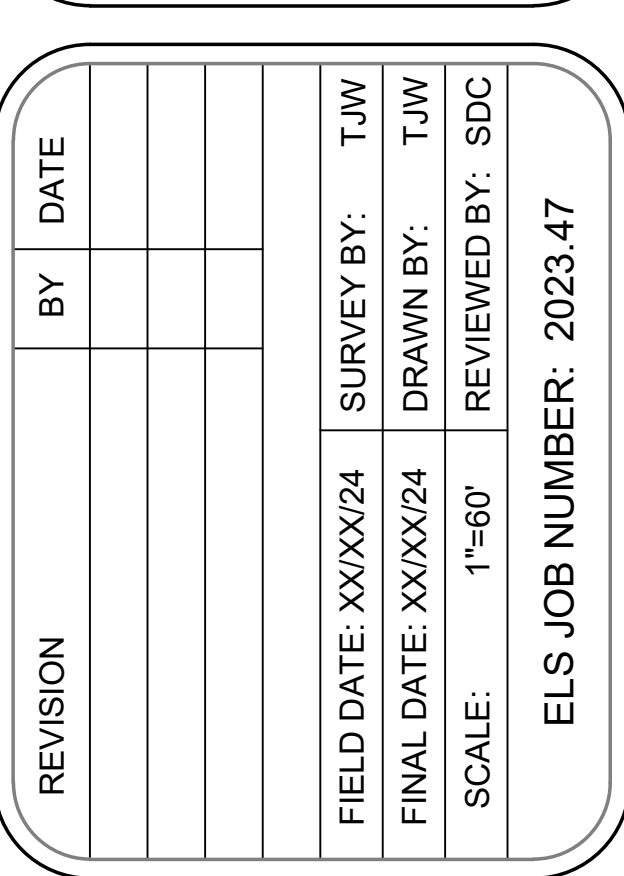
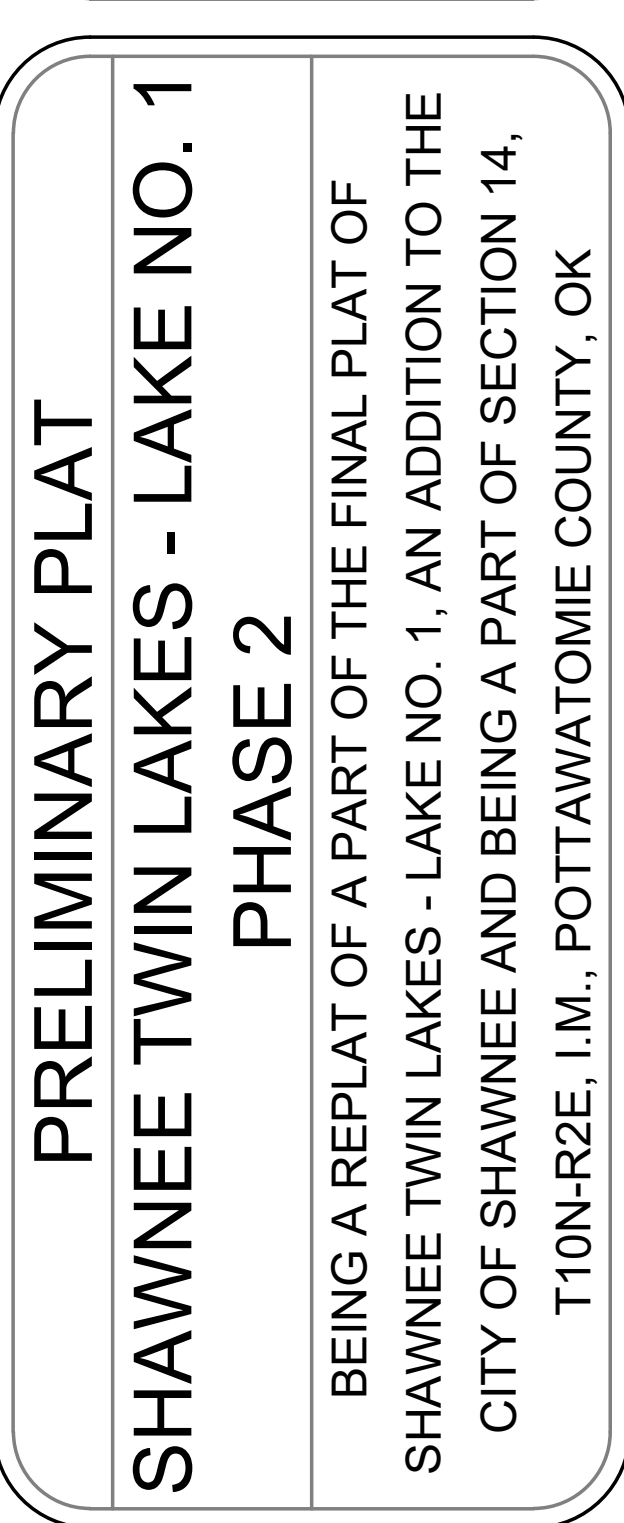
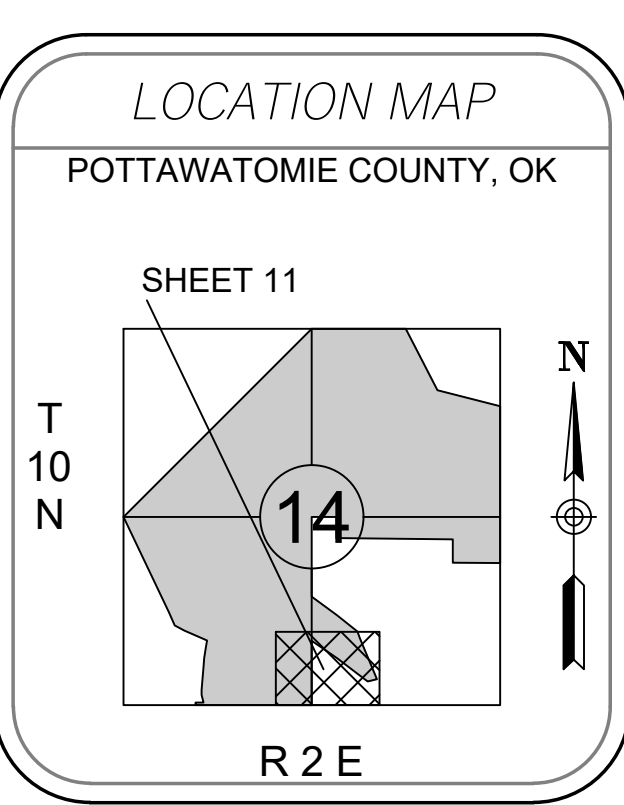
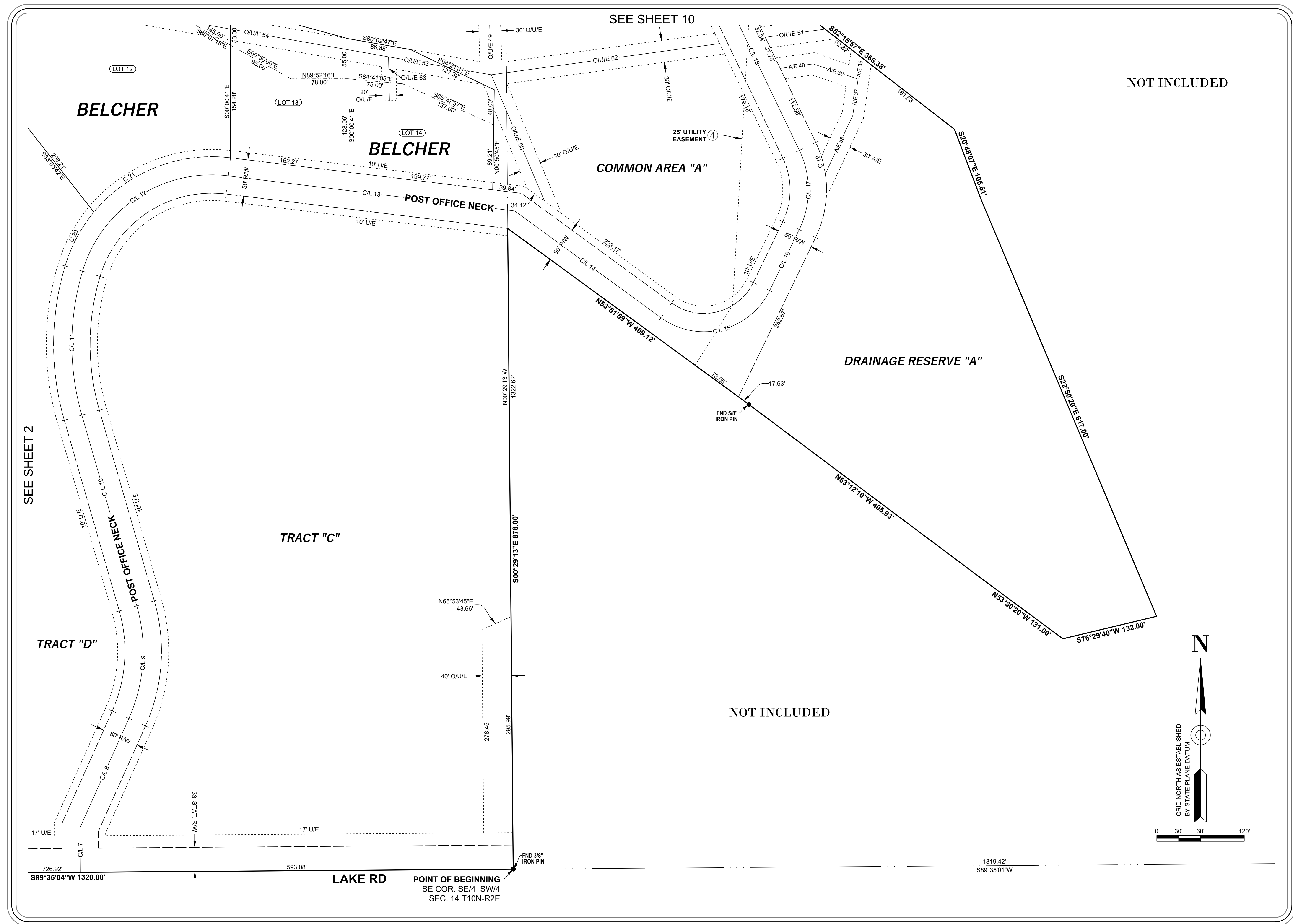
A location map of Pottawatomie County, Oklahoma, showing Township 10 North and Range 2 East. The map is enclosed in a rounded rectangle. The title "LOCATION MAP" is at the top, followed by "POTTAWATOMIE COUNTY, OK". On the left, "T 10 N" is written vertically. At the bottom, "R 2 E" is written. A central area is highlighted with a circle and labeled "SHEET 9" with a line pointing to it. To the right is a north arrow pointing upwards, labeled "N". The map shows a grid of sections with some areas shaded in gray.

REVISION	BY	DATE

FIELD DATE: XX/XX/24	SURVEY BY: TJW
FINAL DATE: XX/XX/24	DRAWN BY: TJW
SCALE: 1"=60'	REVIEWED BY: SDG
ELS JOB NUMBER: 2023.47	

SHEET
9 OF 14





Centerline Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Length	Chord Direction
C/L 3	588.52'	716.20'	312.02	47°04'54"	572.10'	N53°41'46"W
C/L 5	358.07'	498.22'	187.16	41°10'41"	350.41'	N50°44'39"W
C/L 9	157.78'	225.00'	82.29	40°10'41"	154.57'	N04°00'46"E
C/L 11	200.00'	350.00'	102.81	32°44'26"	197.29'	N00°17'38"E
C/L 12	259.30'	185.00'	156.08	80°18'23"	238.59'	N56°49'02"E
C/L 15	175.08'	100.00'	119.84	100°18'53"	153.56'	N75°58'34"E
C/L 17	112.29'	125.00'	60.25	51°28'16"	108.55'	N00°04'59"E
C/L 20	66.96'	75.00'	35.90	51°09'08"	64.76'	N26°22'04"W
C/L 22	39.66'	25.00'	25.40	90°54'10"	35.63'	N44°39'35"E
C/L 24	116.63'	75.00'	73.83	89°05'48"	105.23'	S45°20'26"E
C/L 26	233.43'	150.00'	147.82	89°09'46"	210.58'	S45°22'25"E

Lot Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Length	Chord Direction
C 1	298.46'	756.20'	151.20	22°36'49"	296.52'	N65°55'49"W
C 2	12.24'	756.20'	6.12	0°55'38"	12.24'	N54°09'35"W
C 3	310.70'	756.20'	157.57	23°32'27"	308.52'	N41°55'32"W
C 4	236.22'	458.22'	120.80	29°32'13"	233.61'	N44°55'25"W
C 5	93.10'	458.22'	46.71	11°38'28"	92.94'	N65°30'45"W
C 6	148.69'	558.22'	74.79	15°15'40"	148.25'	N63°42'09"W
C 7	72.11'	50.00'	43.95	82°37'43"	66.02'	N48°38'27"W
C 8	23.96'	50.00'	12.22	27°27'42"	23.74'	N06°24'15"E
C 9	122.56'	50.00'	139.03	140°26'19"	94.10'	S89°38'45"E
C 10	30.77'	25.00'	17.68	70°31'44"	28.87'	N54°41'27"W
C 11	194.52'	125.00'	123.19	89°09'46"	175.48'	S45°22'25"E
C 12	55.37'	100.00'	28.42	31°43'36"	54.67'	N16°39'21"W
C 13	100.13'	100.00'	54.71	57°22'11"	96.00'	N61°12'14"W
C 14	30.12'	50.00'	15.53	34°30'45"	29.66'	S72°51'17"W
C 15	49.21'	50.00'	26.80	56°23'24"	47.25'	S27°24'12"W
C 16	89.28'	100.00'	47.86	51°09'08"	86.34'	S26°22'04"E
C 17	18.72'	60.00'	9.44	17°52'42"	18.65'	S56°48'36"W
C 18	12.73'	110.00'	6.37	6°37'56"	12.73'	S48°37'40"E
C 19	45.02'	150.00'	22.68	17°11'48"	44.85'	N17°03'15"W
C 20	84.26'	210.00'	42.70	22°59'19"	83.69'	S28°09'30"W
C 21	210.08'	210.00'	114.78	57°19'05"	201.43'	S68°18'41"W
C 22	18.69'	25.00'	9.81	42°50'00"	18.26'	N06°55'30"W
C 23	93.12'	50.00'	67.21	106°42'25"	80.23'	S25°00'43"W
C 24	61.67'	50.00'	35.45	70°40'27"	57.84'	N66°17'51"W
C 25	77.04'	50.00'	48.53	88°17'09"	69.65'	N13°10'56"E
C 26	18.69'	25.00'	9.81	42°50'00"	18.26'	S35°54'31"W

Centerline Line Table		
Line #	Length	Direction
C/L 1	919.53'	N76°15'05"W
C/L 2	148.18'	N77°14'13"W
C/L 4	186.60'	N30°09'19"W
C/L 6	508.53'	N71°19'59"W
C/L 7	61.34'	N00°24'56"W
C/L 8	163.80'	N24°06'06"E
C/L 10	271.99'	N16°04'35"W
C/L 13	395.38'	S83°01'46"E
C/L 14	248.19'	S53°51'59"E
C/L 16	92.87'	N25°49'07"E
C/L 18	286.07'	N25°39'09"W
C/L 19	353.59'	N51°56'38"W
C/L 21	1126.07'	N00°47'30"W
C/L 23	300.79'	S89°53'20"E
C/L 25	108.60'	S00°47'32"E
C/L 27	1500.08'	S89°57'19"E
C/L 28	25.00'	S00°02'41"W
C/L 29	67.40'	N22°05'36"W
C/L 30	83.50'	N14°20'38"W
C/L 31	67.68'	N00°47'57"E
C/L 32	318.56'	N03°57'57"E
C/L 33	122.86'	N03°38'31"E
C/L 34	113.65'	N07°20'15"E
C/L 35	140.76'	N09°18'43"E
C/L 36	207.79'	N00°11'22"E
C/L 37	113.69'	N01°14'47"E
C/L 38	90.33'	N05°02'01"E
C/L 39	75.08'	N07°27'02"E
C/L 40	126.91'	N12°57'52"E
C/L 41	191.42'	N14°29'31"E

Lot Line Table		
Line #	Length	Direction
L/L 1	70.26'	S47°07'19"E
L/L 2	40.48'	S83°01'30"E
L/L 3	57.78'	S52°30'24"E
L/L 4	30.00'	S64°53'30"E
L/L 5	47.44'	N43°16'03"E
L/L 6	49.04'	N09°36'42"E
L/L 7	73.81'	N46°57'00"E
L/L 8	70.29'	S58°22'14"E
L/L 9	18.44'	N13°57'03"E
L/L 10	72.93'	N44°57'38"E
L/L 11	27.02'	N34°19'15"E
L/L 12	40.00'	N38°31'59"E
L/L 13	50.27'	N83°49'25"E
L/L 14	64.75'	S69°18'27"E
L/L 15	66.25'	S30°31'59"E

Lot Area Table		
Lot #	Block	Area
LOT 1	DAMRON	0.92 Acres
LOT 2	DAMRON	0.90 Acres
LOT 3	DAMRON	1.18 Acres
LOT 4	DAMRON	1.41 Acres
LOT 5	DAMRON	1.75 Acres
LOT 7	DAMRON	2.19 Acres
LOT 8	DAMRON	1.70 Acres
LOT 9	DAMRON	1.24 Acres
LOT 10	DAMRON	2.10 Acres
LOT 11	DAMRON	1.00 Acres
LOT 12	DAMRON	0.75 Acres
LOT 13	DAMRON	0.70 Acres

Lot Area Table		
Lot #	Block	Area
LOT 1	SECK	2.48 Acres
LOT 2	SECK	1.95 Acres
LOT 3	SECK	1.14 Acres
LOT 4	SECK	1.30 Acres
LOT 5	SECK	1.08 Acres
LOT 6	SECK	0.78 Acres
LOT 7	SECK	1.24 Acres
LOT 8	SECK	0.82 Acres
LOT 9	SECK	0.94 Acres

Lot Area Table		
Lot #	Block	Area
LOT 1	BELCHER	2.02 Acres
LOT 2	BELCHER	1.65 Acres
LOT 3	BELCHER	0.99 Acres
LOT 4	BELCHER	0.97 Acres
LOT 5	BELCHER	0.78 Acres
LOT 6	BELCHER	0.60 Acres
LOT 7	BELCHER	1.08 Acres
LOT 8	BELCHER	1.40 Acres
LOT 9	BELCHER	1.05 Acres
LOT 10	BELCHER	1.48 Acres
LOT 11	BELCHER	1.62 Acres
LOT 12	BELCHER	2.10 Acres
LOT 13	BELCHER	0.72 Acres
LOT 14	BELCHER	0.77 Acres
LOT 15A	BELCHER	0.36 Acres
LOT 15B	BELCHER	0.47 Acres
LOT 16	BELCHER	0.80 Acres
LOT 17	BELCHER	1.04 Acres
LOT 18	BELCHER	0.62 Acres
LOT 19	BELCHER	0.69 Acres
LOT 20	BELCHER	1.52 Acres
LOT 22	BELCHER	1.12 Acres
LOT 24	BELCHER	0.79 Acres
LOT 25	BELCHER	1.25 Acres

Overhead Utility Easement Line Table		
Line #	Length	Direction
O/U/E 1	137.39'	S10°22'36"W
O/U/E 2	90.14'	S09°28'47"E
O/U/E 3	268.93'	S29°21'48"E
O/U/E 4	131.09'	S29°21'48"E
O/U/E 5	113.23'	S29°21'48"E
O/U/E 6	250.93'	N63°37'29"E
O/U/E 7	170.39'	S89°50'27"W
O/U/E 8	161.91'	N07°25'57"W
O/U/E 9	892.78'	S21°47'43"W
O/U/E 10	197.20'	N44°41'09"W
O/U/E 11	663.56'	N44°41'09"W
O/U/E 12	267.01'	N44°41'09"W
O/U/E 13	130.94'	S27°36'52"W
O/U/E 14	89.23'	S63°02'20"W
O/U/E 15	706.44'	S16°46'36"E
O/U/E 16	87.49'	S84°57'23"E
O/U/E 17	183.49'	S37°11'42"E
O/U/E 18	399.55'	S45°35'54"W
O/U/E 19	144.22'	N69°06'24"W
O/U/E 20	220.11'	N69°06'24"W
O/U/E 21	41.75'	N69°06'24"W
O/U/E 22	248.16'	N69°06'24"W
O/U/E 23	251.83'	N69°06'24"W
O/U/E 24	51.38'	S02°41'16"W
O/U/E 25	130.67'	S07°09'37"W
O/U/E 26	74.11'	S22°47'01"W
O/U/E 27	178.36'	S22°47'01"W
O/U/E 28	87.58'	S61°00'50"E
O/U/E 29	134.34'	S11°03'36"W
O/U/E 30	167.75'	N87°56'20"W
O/U/E 31	403.67'	N87°56'20"W
O/U/E 32	330.06'	N87°56'20"W
O/U/E 33	185.00'	N87°56'20"W
O/U/E 34	71.33'	N87°56'20"W
O/U/E 35	181.12'	S07°55'41"E
O/U/E 36	77.75'	S64°01'00"W

Tract Area Table	
Lot #	Area
CITY OF SHAWNEE RESERVE "A"	4.87 Acres
COMMON AREA "A"	219.26 Acres
DRAINAGE RESERVE "A"	5.20 Acres
TRACT "A"	7.85 Acres
TRACT "B"	15.91 Acres
TRACT "C"	10.64 Acres
TRACT "D"	26.00 Acres
TRACT "E"	5.03 Acres

Overhead Utility Easement Line Table		
Line #	Length	Direction
O/U/E 37	24.14'	S10°40'36"W
O/U/E 38	159.21'	S26°54'51"W
O/U/E 39	35.38'	N01°54'40"E
O/U/E 40	125.00'	N01°54'40"E
O/U/E 41	125.39'	N53°59'54"W
O/U/E 42	112.94'	N67°36'14"W
O/U/E 43	48.37'	N72°13'38"W
O/U/E 44	44.26'	S63°42'54"W
O/U/E 45	37.09'	S87°00'42"W
O/U/E 46	82.23'	N63°52'31"W
O/U/E 47	53.49'	N17°21'42"W
O/U/E 48	33.03'	S02°31'23"E
O/U/E 49	320.35'	S01°44'33"E
O/U/E 50	187.75'	S22°52'43"E
O/U/E 51	82.63'	S82°12'04"W
O/U/E 52	315.99'	S82°12'04"W
O/U/E 53	142.79'	N80°02'47"W
O/U/E 54	367.18'	N80°02'47"W
O/U/E 55	672.34'	N46°42'51"W
O/U/E 56	304.17'	N46°42'51"W
O/U/E 57	161.84'	N46°42'51"W
O/U/E 58	133.62'	N46°42'51"W
O/U/E 59	329.33'	S25°51'52"W
O/U/E 60	276.92'	S25°51'52"W
O/U/E 61	298.74'	S25°51'52"W
O/U/E 62	146.06'	S56°12'27"W
O/U/E 63	60.16'	S01°05'46"E
O/U/E 64	58.48'	N16°07'57"W
O/U/E 65	109.93'	N33°25'01"E
O/U/E 66	120.93'	N41°13'26"E
O/U/E 67	86.17'	N47°38'03"E
O/U/E 68	54.21'	N68°03'38"E
O/U/E 69	198.87'	N15°49'47"W
O/U/E 70	113.70'	N52°57'25"W
O/U/E 71	97.94'	N63°49'12"W
O/U/E 72	91.79'	N42°21'18"E

Access Easement Line Table		
Line #	Length	Direction
A/E 1	89.09'	S18°40'01"W
A/E 2	71.50'	S00°37'54"W
A/E 3	70.39'	S16°42'39"E
A/E 4	39.14'	S09°50'25"E
A/E 5	13.34'	S04°49'35"W
A/E 6	12.69'	S22°35'07"W
A/E 7	21.72'	S60°24'52"W
A/E 8	109.40'	S45°48'54"W
A/E 9	82.56'	S42°34'00"W
A/E 10	18.81'	S31°11'19"W
A/E 11	68.55'	S35°50'24"W
A/E 12	36.91'	S42°41'03"W
A/E 13	55.75'	N84°40'13"W
A/E 14	34.27'	S51°58'28"W
A/E 15	67.26'	S38°02'20"E
A/E 16	47.34'	S33°38'33"E
A/E 17	33.64'	S26°15'42"E
A/E 18	17.47'	S06°47'17"E
A/E 19	45.63'	S03°30'43"W
A/E 20	21.28'	S21°02'13"W
A/E 21	30.06'	S28°30'03"W
A/E 22	69.08'	S36°57'32"W
A/E 23	56.14'	S33°58'32"W
A/E 24	45.85'	S25°43'35"W
A/E 25	77.71'	S20°12'34"W
A/E 26	36.93'	S24°38'09"W
A/E 27	40.11'	S36°55'19"W
A/E 28	77.07'	S43°22'20"W
A/E 29	180.77'	S46°42'56"W
A/E 30	102.66'	S42°42'29"W
A/E 31	38.26'	S65°43'39"W
A/E 32	40.96'	S82°16'23"W
A/E 33	7.25'	N84°00'04"W
A/E 34	62.39'	S32°28'09"W
A/E 35	45.64'	S50°39'40"W
A/E 36	30.41'	S08°14'15"W
A/E 37	50.14'	S08°14'15"W
A/E 38	88.45'	S25°11'28"W
A/E 39	65.05'	N71°16'20"W
A/E 40	45.53'	S82°12'04"W
A/E 41	215.22'	N46°23'35"W
A/E 42	50.27'	N41°58'18"W
A/E 43	82.37'	N33°50'28"W
A/E 44	48.97'	N40°16'45"W
A/E 45	175.25'	N51°10'21"W

Underground Utility Esmt. Line Table		
Line #	Length	Direction
U/U/E 1	129.21'	N51°48'53"E
U/U/E 2	144.44'	N69°48'50"W
U/U/E 3	34.51'	N26°47'17"W

Access Easement Line Table		
Line #	Length	Direction
A/E 46	147.05'	N64°53'30"W
A/E 47	55.95'	N52°30'24"W
A/E 48	84.67'	N43°57'19"W
A/E 49	24.75'	N24°27'10"W
A/E 50	129.01'	N61°54'08"W
A/E 51	73.50'	N49°28'21"W
A/E 52	46.10'	N21°52'12"W
A/E 53	84.52'	N25°46'41"W
A/E 54	21.32'	N17°41'47"W
A/E 55	22.13'	N08°25'09"W
A/E 56	23.70'	N07°05'56"E
A/E 57	20.72'	N19°07'24"E
A/E 58	65.46'	N32°25'21"E
A/E 59	10.35'	N44°22'08"E
A/E 60	10.47'	N61°21'45"E
A/E 61	1.56'	N69°30'16"E
A/E 62	105.05'	N35°19'42"E
A/E 63	58.69'	N16°04'56"E
A/E 64	68.95'	N10°47'49"E
A/E 65	48.04'	N18°05'38"E
A/E 66	52.51'	N19°56'51"E
A/E 67	44.34'	N03°55'25"E
A/E 68	74.62'	N02°26'01"W
A/E 69	74.26'	N00°32'33"W
A/E 70	36.77'	N15°46'06"E
A/E 71	87.85'	N23°44'36"E
A/E 72	74.51'	N11°48'51"E
A/E 73	45.67'	N17°49'40"E
A/E 74	63.52'	N28°27'00"E
A/E 75	22.41'	N39°53'16"E
A/E 76	26.80'	N58°23'19"E
A/E 77	25.90'	N78°12'53"E
A/E 78	36.75'	S86°21'42"E
A/E 79	5.86'	S75°58'29"E
A/E 80	26.14'	N36°13'33"E
A/E 81	103.16'	N53°50'15"E
A/E 82	90.69'	N68°35'39"E
A/E 83	37.62'	N44°21'19"E
A/E 84	64.45'	N26°19'46"E
A/E 85	43.31'	N30°12'19"E
A/E 86	68.96'	N46°39'03"E
A/E 87	36.31'	N39°20'56"E
A/E 88	73.24'	N36°11'38"E
A/E 89	50.48'	N39°43'06"E
A/E 90	35.79'	N25°49'08"E

A TRACT OF LAND LYING IN A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE AND BEING A PART OF SECTION FOURTEEN (14), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SUBJECT PROPERTY CONTAINS A TOTAL OF **368.02 ACRES** AS DESCRIBED.

NOTES

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

2. EXTERIOR SUBDIVISION CORNERS, LOT CORNERS, R/W CORNERS, AND CENTERLINE MONUMENTS SHALL BE EITHER A 1/2" IRON PIN W/ PLASTIC CAP STAMPED "ELEVATION CA 8524" OR A MAG NAIL WITH SHINER STAMPED "ELEVATION CA 8524", UNLESS OTHERWISE NOTED.

3. MAINTENANCE OF ALL COMMON AREAS AND RIGHT-OF-WAYS ARE THE RESPONSIBILITY OF THE CITY OF SHAWNEE.

4. MAINTENANCE OF ALL ACCESS EASEMENTS ARE THE RESPONSIBILITY OF THE LESSEE(S) OF THE LOT(S) THE ACCESS EASEMENT IS SERVING.

5. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENTS, NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE COMMON AREAS OR RIGHT-OF-WAYS.

6. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENT, NO STRUCTURES SHALL BE PLACED WITHIN THE BUFFER AREA.

7. THE EDGES OF THE EASEMENTS AND RIGHT-OF-WAY LINES SHALL EXTEND TO AND/OR TERMINATE AT THE APPLICABLE LOT, PROPERTY, AND/OR RIGHT-OF-WAY LINES.

8. ALL EASEMENT DIMENSIONS ARE TO THE CENTERLINE OF THE EASEMENT.

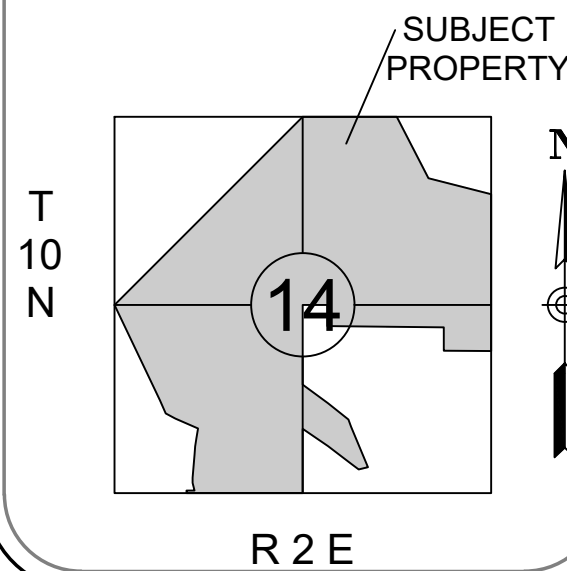
SECTION LINE	R/W = PUBLIC RIGHT-OF-WAY	
QUARTER SECTION LINE	A/E = PRIVATE ACCESS EASEMENT	
ALLOT SECTION LINE	U/E = PUBLIC UTILITY EASEMENT	
EXISTING SUBDIVISION LOT LINE	O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT	
CENTERLINE OF ROADWAY/DRIVE _____ CL _____	U/U/E = PRIVATE UNDERGROUND UTILITY EASEMENT	
SUBJECT PROPERTY LINE	CL = CENTERLINE	
LOT LINE	C = CURVE	
BUFFER AREA LINE	L/L = LOT LINE	
EASEMENT LINE	BOUNDARY CORNER (AS NOTED)	
RIGHT-OF-WAY LINE	CALCULATED CORNER (FALLS IN LAKE)	

Reference #	Recording Information	Document Description	Blanket	Plotted
1	Book 72 Page 141	Right-of-Way in favor of McMann Oil Company	Yes	No
2	Book 99 Page 202	Right-of-Way in favor of Oklahoma Gas and Electric Company	Yes	No
3	Book 215 Page 280	Easement for road and canal in favor of Ralph & Mabel Lillard and ISAOA	No	Yes
4	198700010667	25' Easement in favor of Oklahoma Gas and Electric Company	No	Yes
5	198800010329	Easement to divert water across City of Shawnee property in favor of US Government and John H. Currie	Yes	No
6	201200013035	Utility Easement in favor of the State of Oklahoma	No	Yes
7	201200013037	Utility Easement in favor of the State of Oklahoma	No	Yes
8	201200013038	Utility Easement in favor of the State of Oklahoma	No	Yes
9	201200013039	Highway Easement in favor of the State of Oklahoma	No	Yes
10	201200013040	Highway Easement in favor of the State of Oklahoma	No	Yes
11	201200013041	Highway Easement in favor of the State of Oklahoma	No	Yes
12	201300013245	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes
13	201300013246	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes
14	201300013247	Line Clearing Easement in favor of Oklahoma Gas and Electric Company	No	Yes

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

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2024

POTTAWATOMIE COUNTY, OK



SHAWNEE TWIN LAKES - LAKE NO. 1

PHASE 2

BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

[illegible]

SHEET
13 OF 14

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SHAWNEE, hereby certifies that they are the owner of, and the only persons, firms or companies having title or interest in and to the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, a replat of a part of the final plat of Shawnee Twin Lakes - Lake No. 1, an addition to the City of Shawnee, Pottawatomie County, Oklahoma. They have caused the same to be surveyed and platted, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, being a part of Section Fourteen (14), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies who has any right, title or interest to the land included in the above mentioned Final Plat, and they do hereby dedicate all street rights-of-way and general utility easements as shown on said Final Plat to the use of the public, for public streets, public drainage and public utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances so that title is clear.

Overhead utility easements and underground utility easements as shown on said Final Plat are private easements, only to be used by the current utility service provider(s) of the existing lines for the specified use.

Access easements as shown on said Final Plat are private easements, only to be used by the lessee(s) of the lot(s) the access easement is serving.

In witness whereof, the undersigned have caused this instrument to be executed this ____ day of _____, 2024.

CITY OF SHAWNEE

Name: _____

Title: _____

STATE OF OKLAHOMA)
COUNTY OF _____) SS

Before me, the undersigned, a notary public in and for said County and State on this ____ day of _____, 2024, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2024.

My Commission Expires: _____
Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, _____, Community Development Director for the City of Shawnee, hereby certify that the City of Shawnee Planning Commission duly approved the Final Plat of SHAWNEE TWIN LAKES - LAKE NO.1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma at a meeting the ____ day of _____, 2024.

Community Development Director

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Shawnee, Pottawatomie County, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments upon special assessment have been paid in full and that there are no special assessment procedures now pending against the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma.

Signed by the City Clerk this ____ day of _____, 2024.

City Clerk

ACCEPTANCE OF DEDICATION BY CITY COMMISSION

Be it resolved by the Commission of the City of Shawnee that the dedication shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma is hereby accepted.

Adopted by the Commission of the City of Shawnee this ____ day of _____, 2024.

City Clerk Mayor

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly qualified and acting County Treasurer of Pottawatomie County and that the tax records of said county show that all taxes for the year 2023 and prior years are paid on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing the current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this ____ day of _____, 2024.

County Treasurer

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County and the State of Oklahoma, hereby certify that the records of said county show that the Title to the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma is vested in the City of Shawnee, on the ____ day of _____, 2024, that there are no actions pending or judgements of any nature in any court or on file with the clerk thereof, that the taxes are paid for the year 2023 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, or other encumbrances of any kind against the land included in the Final Plat, except mortgages, rights-of-way, easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____, 2024.

Title Company Name

Signature

STATE OF OKLAHOMA)
COUNTY OF _____) SS

Before me, the undersigned, a notary public in and for said County and State on this ____ day of _____, 2024, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2024.

My Commission Expires: _____
Notary Public

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Tanner J. Wentworth, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, represents a careful survey made under my supervision on the ____ day of _____, 2024, and that the plat of survey is an accurate representation of said survey and that all monuments shown hereon actually exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this ____ day of _____, 2024.

Tanner J. Wentworth
Professional Land Surveyor #1871

STATE OF OKLAHOMA)
COUNTY OF _____) SS

Before me, the undersigned, a notary public in and for said County and State on this ____ day of _____, 2024, personally appeared Tanner J. Wentworth, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed that same as his free and voluntary act and deed. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2024.

My Commission Expires: _____
Notary Public

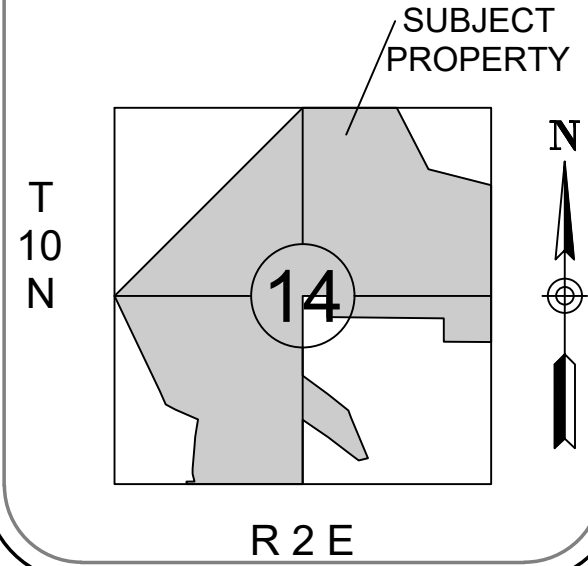
ELEVATION
LAND SURVEYING

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

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2024

LOCATION MAP

POTTAWATOMIE COUNTY, OK



PRELIMINARY PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2
BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE	FIELD DATE: XX/XX/24	SURVEY BY: T JW	FINAL DATE: XX/XX/24	DRAWN BY: T JW	SCALE: 1"=60'	REVIEWED BY: SDC	ELS JOB NUMBER: 2023.47

SHEET
14 OF 14

RECORD OF ACTION

DATE: April 8, 2024

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: PPL01-24

REQUEST: Preliminary Plat, Shawnee Twin Lakes, Lake No. 1, Phase II

Applicant: City of Shawnee, Oklahoma

Subject Property Address: n/a

Legal Description: Township 10 North, Range 2 East, and part of Section 14

Current Zoning: n/a **Requested Zoning:** n/a

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: April 3, 2024

PC Recommendation: Approval

Conditions: none

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER		X	X			
PORTER			X			
JOHNSON	Rec Approval		X			
REESE (CHAIR)			X			
MEW-PALMER						
BARRETT			X			
ROWELL						



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

Date: April 15, 2024
To: Board of City Commissioners
From: Danny Vise, Assistant City Manager
Subject: Demolition of Shawnee Regional Airport Hangar 16 (Award)

Background: City staff have been working diligently with the City's insurance and the Federal Emergency Management Agency (FEMA) for the last several months to determine whether the Shawnee Regional Airport Terminal facility could be repaired or should be rebuilt. In working through this process, it has been determined that the best course of action is to demolish the existing structure.

In February 2024, staff advertised and solicited sealed bids for the demolition of the Shawnee Regional Airport Terminal that was destroyed by the April 19, 2023, tornado. A mandatory pre-bid conference was held on March 4, 2024, and the bids were due and opened on March 29, 2024.

Staff and Del Sol have reviewed the two (2) bids received. The base bids ranged from \$40,890.00 (low) to \$118,875.00 (high). Staff recommends awarding the contract to M&M Wrecking, who submitted the lowest base bid, for the base bid only for a total of \$40,890.00.

Financial Impact: \$40,890.00; funded from Insurance Recovery Fund, Airport, Capital Outlay-Buildings & Improvements; 603-5-0120-54200

Attachments: _B2024-DR4706OK-725375 Demolition of Shawnee Regional Airport Hangar 16, Plan Hlders List 725375, _Addendum 1 B2024-DR4706OK-725375, _Addendum 2 B2024-DR4706OK-725375, _Addendum 3 B2024-DR4706OK-725375, _Addendum 4 B2024-DR4706OK-725375, Bid Tabulation B2024-DR4706OK-725375 Demo of Hangar 16

Staff Recommendation: Approval of the item



**Request for Sealed Bids for:
Demolition of Shawnee Regional Airport Hangar 16
B2024-4706OK-725375**

Sealed Bids Due March 11, 2024, at 2:00 p.m. Central

Issued By:
City of Shawnee, Oklahoma

Authorized Representative
Del Sol Consulting, Inc.

City of Shawnee, Oklahoma
Request for Sealed Bids

Demolition of Shawnee Regional Airport Hangar 16

Submittal shall be sent to:

**City of Shawnee
Attn: City Clerk
16 W 9th Street
Shawnee, OK 74801**

**Sealed Bid should be clearly marked:
B2024-4706OK-725375 Demolition of Shawnee
Regional Airport Hangar 16**

SUBMITTAL COVER SHEET

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

RESPONDENT:	FEDERAL ID OR SOCIAL SECURITY NO.	
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NO.	TOLL FREE TEL. NO (800)
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	E-MAIL:
PROPOSAL IS FROM A/AN: () Corporation organized and existing under the laws of the STATE OF _____ () 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 bid invitation.

BID 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: _____

Entity Name: _____

By: _____

Print Name: _____

City of Shawnee, Oklahoma

B2024-4706OK-725375 Demolition of Shawnee Regional Airport Hangar 16

SIGNATURE PAGE

THE UNDERSIGNED BIDDER, having examined the plans, specifications, the locations, arrangements, and conditions of the facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements and being acquainted with and fully understanding: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; and (3) the normal existing and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor; and to construct, erect, equip, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached and the specifications referred to therein (as altered, changed, or modified by any and all addenda thereto), for and in connection with the Contract for which this proposal is herein submitted for and in consideration of the prices set out herein.

The undersigned bidder hereby agrees to furnish the required Performance Bond, Statutory Bond, Maintenance Bond, and evidence of insurance and to enter into a contract within fifteen (15) days after the acceptance of this proposal.

Attached hereto is a Certified Check, Cashier's Check or Bidder's Surety Bond in the amount of: _____ DOLLARS \$ _____ which the undersigned agrees is to be forfeited to and become the property of the City of Shawnee, as liquidated damages, should this proposal be accepted and the Contract be awarded to him, he fails to enter into a Contract in the form prescribed and to furnish the required bonds and evidence of insurance within fifteen (15) days as above stipulated, but otherwise the proposal guarantee shall be returned to the undersigned upon the signing of the Contract and delivery of the approved bonds and evidence of insurance to the City of Shawnee.

Company Submitting Bid

Address

City

State

Zip

Phone Number

Fax Number

Email

Web Address

Authorized Person Submitting Sealed Bid (Print)

Title

Signature

Date

Attest

Corporate Seal (If Applicable)

STATEMENT OF NEED

The intent of this Request for Sealed Bids is to solicit bids for demolition and clearing of Hangar 16 at the Shawnee Regional Airport. The City of Shawnee encourages minority, woman, veteran owned and small businesses to submit for this bid.

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.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	<u>MANDATORY</u> Pre-Bid Meeting
March 5, 2024 at 5 p.m.	Last Day to Submit Questions
March 11, 2024 at 2 p.m.	Deadline for Submittals
March 11, 2024 at 2:15 p.m.	Bid Opening
March 18, 2024	Anticipated Award of Contract

1. SCOPE OF SERVICES: The scope of the work is for the demolition of Airport Terminal at the Shawnee Regional Airport, as specified in Attachment A.
 - 1.1. All costs in connection with the work, including the furnishing of material, supplies, and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work shall be included in the bid proposal.
 - 1.2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading, and clean up of entire site is completed, inspected, and approved.
 - 1.3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits are required, but no fees from the City of Shawnee will be assessed.
 - 1.4. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration.
 - 1.4.1. The Contractor shall maintain traffic in the manner detailed in Attachment A using designated routes.
 - 1.4.2. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors.
 - 1.4.3. Contractor is required to document the condition of the haul route, public and airport pavements in the vicinity of the demolition limits prior to mobilizing to the jobsite.
 - 1.4.3.1. Video and photo documentation shall be provided to the Project Manager prior to beginning work. Any damage incurred to pavements due to the Contractor's equipment or operations shall be repaired to a condition equal to or better than the condition prior to the beginning of work. All repairs shall be completed to the satisfaction of the Project Manager at the Contractor's expense.
 - 1.4.4. Contractor will be responsible for providing their own communications that do not interfere with air traffic or equipment. Contractor is responsible for providing their own air band radios to monitor air traffic while operating on the AOA and in any areas so depicted on Attachment A
 - 1.4.5. Vehicle beacons must be amber in color and top-mounted on vehicles. Orange and White checked flags mounted to be fully visible above the highest point of the vehicle or equipment may be used in lieu of lighted beacons.
 - 1.5. Rates for liquidated damages for this project will be \$500.00 per calendar day.
 - 1.6. Contract time allotted for this project is 90 calendar days.
 - 1.7. Any items that are not listed in the summary of quantities shall be considered incidental items. The cost of incidental items shall be included in the cost of other bid items.
 - 1.8. Use of Utilities
 - 1.8.1. Upon request and approval, the contractor may obtain water supply from the City at no cost. Contractor shall coordinate with the Shawnee Municipal Authority and Shawnee Airport Authority regarding connection and water usage.
 - 1.8.2. Power may be provided but is not guaranteed. Contractor should anticipate providing any power

needs.

1.9. Capping of utilities. Prior to demolition, the contractor shall verify all utility releases have been granted and shall permanently cap water, sewer, and natural gas/propane facilities and upon inspection and approval, mark for future use.

1.9.1. The location of capped utilities shall be determined and approved prior to the Notice to Proceed.

1.10. Structures shall be demolished in such a manner as to avoid hazards to persons and adjoining properties, interference with the use of adjacent properties and structures, and free passage to such structures.

1.11. Lighted low-profile barricades shall be placed as depicted in Attachment A. This item shall include all materials, labor, installation, maintenance and removal to provide closed pavement areas.

1.11.1. The spacing of barricades must be such that a breach is physically prevented barring a deliberate act. If barricades are intended to exclude pedestrians, they must be continuously linked.

1.11.2. The contractor will be responsible for maintaining and checking the operation of the low-profile barricades throughout the duration of the project.

1.12. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash, etc. This shall include airport runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic.

1.12.1. Fencing or other suitable materials must be installed to prevent wind-blown debris from impacting any aircraft operating areas.

1.12.2. Vehicles hauling debris must be inspected, covered or otherwise controlled to prevent loose debris from being deposited on streets and alleys, runways, taxiways, and other areas of the Airport open to vehicular and aeronautical traffic during transit.

1.13. Debris Disposal.

1.13.1. All debris must be disposed of in accordance with all applicable laws and regulations for the City of Shawnee, the State of Oklahoma, and the United States.

1.13.2. All debris must be taken to a certified or recognized landfill, the location of which must be approved by the City prior to the Notice to Proceed.

1.13.3. Contractor shall record and forward to the City on a form to be provided, the amount of debris, type of debris, and tipping fees for all debris removed and disposed of.

1.14. The demolition work to be completed is located on an active airport. All precaution must be made to ensure debris stays free and clear of all aeronautical traffic.

1.15. All work shall be coordinated with the City of Shawnee's project manager as well as the Airport Manager to ensure the minimization of impact to the use of the Shawnee Regional Airport.

1.15.1. Contractor shall be responsible for compliance with Federal Aviation Administration Advisory Circular 70/7460-1M - Obstruction Marking and Lighting prior to erecting any equipment in excess of existing roof lines.

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

B2024-4706OK-725375 DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16

Due Date: March 11, 2024, at 2:00 p.m. Central

2.2. Instructions to Respondents

2.2.1. Respondents are to submit one (1) original complete submittal with signatures in blue ink.

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 firms 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 firms 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 firm 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. Bids will be considered non-responsive and may not be read if any of the following items are done:

2.2.8.1. Any unit price is left blank.

2.2.8.2. Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.

2.2.8.3. Proposal is not signed in blue ink by the individual in a sole proprietorship, one or more members of a partnership, or a duly authorized officer of a corporation.

2.2.8.4. Proposals containing any omissions.

2.2.8.5. Alterations or additions of the proposal.

2.2.8.6. Conditions not called for.

2.2.8.7. Conditional or alternate bids not called for.

2.2.8.8. A clause in which the bidder reserves the right to accept or reject a Contract awarded.

2.2.8.9. Incomplete bids.

2.2.8.10. More than one bid from any individual, firm, partnership, joint venture, or corporation whether under the same or different name.

2.3. Submittal Content: The following information must, but not limited to, be included in the submittal packet:

2.3.1. Signed Cover Sheet (Page 2)

2.3.2. Sealed Bid Signature Page (Page 3)

2.3.3. Certification for Contracts, Grants, Loans, and Cooperative Agreements as required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (Page 25)

2.3.4. No Proposal Notification, if necessary (Page 26)

2.3.5. Acknowledgement of number and date of addenda received (Page 27)

2.3.6. References Sheet (Page 28)

2.3.7. Cost Sheet (Page 29)

2.3.8. Contractor's Performance Record (Page 30)

2.3.9. Non-Collusion Affidavit (Page 31)

2.3.10. Conflict of Interest Certification (Page 32)

2.3.11. Affidavit of Single Submittal (Page 33)

2.3.12. Status Verification System Affidavit (Page 34)

2.3.13. Bid Bond (Page 35)

2.3.14. If the Respondent fails to supply all required information, the submission may be deemed non-responsive at the discretion of the City of Shawnee.

2.4. Submittal Format

2.4.1. Submittals should be printed on letter size paper (8 ½" x 11") and either bound with a spiral type binding that will allow the submittal to lie flat when open, stapled, or bound in a folder. Do not use metal-ring hard cover binders.

2.4.2. A Table of Contents page may be included but is not required. ***ARRANGE THE SUBMITTAL IN THE ORDER LISTED IN THE SUBMITTAL CONTENT SECTION OF THIS REQUEST FOR BID IN SECTION 2.3.*** Additional optional attachments that are listed in the SUBMITTAL CONTENT section may be included at the end of the submittal packet.

2.4.3. Detailed equipment lists and staff resumes, including list of industry certifications, may be included as a second attachment to the submittal packet.

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 Request and all clarifications, answers to questions, or changes to this Request shall be provided through a City of Shawnee-issued Addendum, which shall be distributed to vendors by email and posted on the City website found at:

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 to any requirements, terms or conditions not stated herein.

2.5.2. The City shall make every possible, good faith effort to issue any and all addenda(s) no later than five (5) days prior to the due date for bids. Any addendum issued after this date, shall be for material, necessary clarifications to the Request for Sealed Bids.

2.5.3. Any person, firm 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 should 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 Request for Sealed Bid, and Respondents shall acknowledge receipt of each addendum by number and date in its response.

2.5.7. Inquiries concerning Request should be addressed as follows:

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

Or via email to: danny.vise@shawneeok.org

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

2.6.1. Reject any and/or all Bid submittals.

2.6.2. Accept any submittal or portion thereof most advantageous to the City of Shawnee.

2.6.3. Revise the Request and/or issue addenda to the Request, in the event it becomes necessary to revise any or part of the Request. Addenda will be provided to all those who received the Request.

2.6.4. Cancel or re-issue the Request for Sealed Bids, in whole or in part, prior to execution of a contract.

2.6.5. Negotiate with the Respondent.

2.6.6. Award contract based on the overall best business decision for the City of Shawnee including firm location or services offered.

2.6.7. Waive any informalities or regularities.

2.6.8. Award to single or multiple firms.

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

2.6.10. Request presentations from Respondents following submission of the bid submittal.

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

3. EVALUATION CRITERIA AND SELECTION PROCESS

3.1. Contract will be awarded to one or more vendors by item or groups of items whose bid(s) is(are) considered to be the lowest and best acceptable responsive bid, as determined by City staff.

3.1.1. In addition to pricing, determination of best acceptable responsive bid may include the following elements: Whether the firm/respondent involved:

3.1.1.1. Maintains a permanent place of business.

3.1.1.2. Has adequate equipment to do the work properly and expeditiously.

3.1.1.3. Has suitable financial status to meet obligations incident to the work.

3.1.1.4. Has appropriate technical experience.

3.1.2. Respondents should include any information pertinent to this determination by the City of Shawnee

with their response.

- 3.2. Firms may submit bids for individual packages or all packages, however, partial packages will not be considered.

4. GENERAL TERMS AND CONDITIONS

- 4.1. Firms are cautioned to read the information contained in this Request carefully and to submit a complete response to all requirements and questions as directed.
- 4.2. Rates for liquidated damages for this project will be \$500.00 per calendar day.
- 4.3. Contract time allotted for this project is 90 calendar days.
- 4.4. The City of Shawnee reserves the right to reject any and all submittals and to waive any irregularities or technical defects in the response and reserves the right to select the best total program. the City of Shawnee is not liable for any expense incurred by the professional services firm in the preparation and presentation of proposals.
- 4.5. Acceptable Sealed Submittals: Any submittal not prepared and received in accordance with provisions stated herein, can be considered an informal response and any/or all of the submittal may be rejected. The City of Shawnee reserves the right to accept submittals or amendments to submittals that arrive after due date as deemed appropriate.
- 4.6. It is the responsibility of the firm to ensure that the properly marked and sealed submittal package arrives at the City of Shawnee by the due date and time.
- 4.7. Governing Law and Venue: This Request and resulting contract, if any, and any disputes there under will be governed by the laws of the State of Oklahoma, the City of Shawnee, Oklahoma, and the United States.
- 4.8. 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 firm 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.
- 4.9. Sales and Use Tax: The City of Shawnee as a public entity and some cases exempt from state and local sales taxes.
- 4.10. Invoices: Payment terms on services that have been received and accepted by the City of Shawnee will be net forty-five (45) days.
- 4.11. Observance of the City of Shawnee Rules and Regulations: Firm 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 firm 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.
- 4.12. 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 firms for services and/or commodities similar to those specified within this Request.

- 4.13. Limitations of Remedies and Indemnification: Any firm awarded a contract 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 firm's employees or agents. The City of Shawnee will not be liable for any damage or injury to the firm's employees or its properties. The City of Shawnee does not agree to indemnify the vendor.
- 4.14. The firm 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 Request may only be amended in writing and signed by the firm and the City of Shawnee using the same degree of formality evidenced in the contract resulting from this Request.
- 4.15. The firm 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.
- 4.16. Termination. The agreement between the firm and the City of Shawnee may be cancelled or terminated pursuant to Section 5.17 of this Request.
- 4.17. The firm is subject to and must comply with provisions of the City of Shawnee's policies and applicable state and federal anti-discrimination laws.
- 4.18. Insurance: Prior to beginning work, successful bidder 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.

4.18.1. The insurance certificates should be delivered to:

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

4.18.2. Each insurance policy maintained by Contractor must be endorsed as follows:

- 4.18.2.1. "The City of Shawnee is Named an Additional Insured." (Except the Workers' Compensation)
- 4.18.2.2. "Underwriters waive all rights of subrogation against the City of Shawnee."
- 4.18.2.3. "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.

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

4.18.4. Contractor shall maintain the following:

- 4.18.4.1. 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.

4.18.4.2. Commercial General Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit per occurrence for bodily injury (including death), property damage and fire damage. Such insurance shall include, but not be limited to personal injury (libel, slander and false arrest), broad form property damage, blanket contractual liability and products/completed operations insurance.

4.18.4.3. Comprehensive Automobile Liability Insurance including owned, hired and non-owned vehicles with limits of liability of not less than \$500,000 combined single limit per occurrence for bodily injury (including death) and property damage.

4.19. Bid Bond. Firm shall accompany their original bid, filed with the City Clerk's Office with a certified or Cashier's Check on a solvent bank located in Oklahoma or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of their ability to perform the contract bid upon, and that they will enter into a written contract with the City of Shawnee to perform said work and/or furnish said materials in accordance with the specifications of this request, and any and all plans and specification and furnish the required bonds according to the Public Competitive Biddings Act of 1974.

4.19.1. The City of Shawnee will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for herein within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of a contract and required bonds.

4.20. Construction, Performance, and Statutory Bonds. Firms are required to post these bonds in the amount of up to or equal to one hundred percent (100%) of the total amount of the work awarded upon contract award. These bonds must be obtained from a Corporate Surety licensed in Oklahoma. The firm shall state in the proposal the name and address of the Surety or Sureties who will sign the bond in the event the contract is awarded.

4.21. Change Orders or Addenda. If the resulting contract is governed by the Oklahoma Competitive Bidding Act of 1974, then section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 OS § 121 states as follows:

4.21.1. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

4.21.2. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

4.21.3. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

4.21.4. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

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

- 4.21.5.1. All materials with cost per item;
- 4.21.5.2. Itemization of all labor with number of hours per operation and cost per hour;
- 4.21.5.3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
- 4.21.5.4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
- 4.21.5.5. Profit for the contractor.
- 4.21.5.6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- 4.21.5.7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.
- 4.21.5.8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

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 contractor agrees as follows:

5.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor 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 contractor 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 contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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 contractor 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 contractor's legal duty to furnish information.

5.1.4. The contractor 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 contractor'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 contractor 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 contractor 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 contractor'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 contractor 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 contractor 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 contractor 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 contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor 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 contractors and subcontractors 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 contractor 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 contractors and subcontractors 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 contractor 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 contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor 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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor 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 contractor 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 subcontractors to include these clauses in any lower tier subcontracts. The prime contractor 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 contractor 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 contractor 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 contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 contractor is required to verify that none of the contractor'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 contractor 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 contractor 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 bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5.11. Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

5.11.1. If applicable, contractors must sign and submit the following certification to the non-federal entity (NFE) with each bid 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 Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti- Kickback" Act which provides that each Contractor 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 Contractor 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 contractor 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 contractors 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 contractor 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 contractor is notified of such by a subcontractor at any tier or by any other source, the contractor 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 Contractor 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 contractor 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 Contractor 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 contractor 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 Contractor 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

5.16.1.2. The Contractor 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 Contractor 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 contractor 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 (Owner) shall submit a written notice to the contractor and surety which justifies placement of the contractor 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 contractor 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 contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

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

5.17.1.9. The contractor 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 contractor or Surety does not remedy all conditions cited in the written notice within ten (10) days after receiving such a notice, the contractor is placed into default. In that event, the Owner 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 Owner for completing the Work under the new Contract will be deducted from the payment due the contractor. If the expense exceeds the sum payable under the Contract, the contractor and surety shall be liable to pay the Owner the difference.

5.17.2. Termination for Convenience. The City of Shawnee (Owner) may, at any time, terminate this Contract or any portion thereof, for Owner's convenience, upon providing written notice to the contractor. In such case, contractor 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 contractor be entitled to payment of overhead and profit on work not performed. In the event it is determined that the contractor 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 Contractor shall be governed by the Termination provision of the Contract. Additionally, in the event that that the City of Shawnee incurs damages as a result of Contractor's breach, the City of Shawnee may pursue recovery of such damages from Contractor. 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 Contractor'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 contractor 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 contractor 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 Contractor will comply will 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, Contractor, 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 Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

5.24. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: If subcontracts are to be let, the prime contractor 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 firms 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 firms are used when possible. These steps are also required for the hiring of any subcontractors 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 contractor 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 contractor 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 contractor 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 – Map

**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 Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor 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.

Contractor's Authorized Official

Date

Name & title of Contractor's Authorized Official

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.

WILL NOT SUBMIT A RESPONSE

Vendor Name

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 bid against MANUFACTURER on this item.

☐ Cannot bid against RESELLER on this item.

☐ Specifications not clear enough to submit a response *(please explain)*.

☐ Time frame for bidding 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

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.: Dated:

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 BID.

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/Contractor.

Company Name: FEIN:

Authorized Signature: Date:

Printed Name: Title:

References

Provide the names and phone numbers of three (3) references for which you have provided goods or services similar tot hose specified herein in the last five (5) years. Include all information available:

Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Company Name	Contact Name	Contact Number	Contact Email
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Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	1	LSUM	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	1	LSUM	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

_____ Dollars
(Dollars per unit written)

City Of Shawnee Contractor's Performance Record

Submitted by _____, A Corporation / A
Co-partnership / An Individual (Circle One)

Principal Office _____
(Address & Phone)

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

1. What projects has your organization now under way?

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

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

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

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

Dated, this _____ day of _____, 20____ By (Print): _____

Signature: _____ Title of Person Signing _____

Name of Organization _____

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

Notary Public _____

My Commission Expires _____

Non-Collusion Affidavit of Vendor

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

COUNTY OF _____) SS. STATE
OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of _____ (Firm'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. _____ (Firm'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, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ (Firm'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.

(Officer or Agent)

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

(SEAL)

My Commission Expires

(Notary Public)

Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

This certification is a material representation of the 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 this transaction imposed by section 31 USC 1352. 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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ CITY OF _____. before me, the undersigned authority, personally appeared _____ who. Being duly sworn, desposes and says they are _____ (Title) of _____ (firm) the respondent submitting the attached proposal for the services covered by the RFP documents.

The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Proposer

Title

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn before me this ____ day of ____, 20____ by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced identification.

Notary Public

My commission expires

Status Verification System Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

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

FURTHER AFFIANT SAITH NOT.

AFFIANT

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

Notary Public

My Commission Expires: _____

My Commission Number: _____

Bid Bond

We, the undersigned, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto City of Shawnee, as Owner, in the penal sum of _____ for the payment of which, well and truly to be made, hereby jointly and severally bind ourselves, our successors and our assigns.

Signed this _____ day of _____, _____

The condition of the above obligation is such that, whereas the Principal has submitted to City of Shawnee, a certain bid, attached hereto and hereby made a part hereof, to enter into a contract, in writing, for B2024-4706OK-725375 Demolition Of Shawnee Regional Airport Hangar 16

NOW, THEREFORE, if said bid shall be rejected or if said bid shall be accepted and the Principal shall execute and deliver a contract in the form of the contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for faithful performance of said contract and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void; otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bonds shall in no way be impaired or affected by any extension of the time within which the Owner may accept such bid and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

Principal

Surety

By:_____

ATTEST: (if by corporation)

Type Name & Title

Corporate Seal

Performance Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

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

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

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

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport Hangar 16

COUNTY: Pottawatomie

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

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

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda,

Performance Bond (Page 2 of 2)

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

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

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

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation) _____

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____

Individual Proprietor/ Partner/Authorized Officer

SURETY

By: _____

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

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

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Statutory Payment Bond (Page 1 of 2)

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

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

Street/P. O. Box _____ City, State, Zip Code
Telephone (____) _____ as Principal, and

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

Street/P. O. Box _____, City, State, Zip Code

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20__, for the construction or performance of:

PROJECT: Demolition of Shawnee Regional Airport Hangar 16

COUNTY: Pottawatomie

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

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

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes,

Statutory Payment Bond (Page 2 of 2)

Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

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

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

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____ I
individual Proprietor/ Partner/Authorized Officer

SURETY

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

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

Notary Public in and for the State of _____

My Commission Expires:

_____ [SEAL]

Contract Sample (Page 1 of 2)

(Do not complete)

THIS CONTRACT AND AGREEMENT made and entered into this____, day of _____, 20____, between the City of Shawnee, (hereinafter called the “City”), and _____ acting as an independent contractor (hereinafter called the “Contractor”).

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

DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16

as shown and described the bid, number B2024-4706OK-725375 Demolition of Shawnee Regional Airport Hangar 16, by said Contractor, for the respective estimated quantities (the “Proposal”); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

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

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

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

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen’s Compensation Law and shall file a Certificate of Workman’s Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same. Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first set forth.

Contract (Page 2 of 2)

Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
Authorized Signing Member Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____ }

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

Notary Public

(SEAL)

My commission expires: _____

Contract Affidavit Sample

(Do not complete)

STATE OF OKLAHOMA }

}SS.

COUNTY OF _____}

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

1. (S)He 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 giving of things of value to government personnel in order to procure said contract;
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 thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

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

Notary Public

(SEAL)

My commission expires: _____

Authorization for Waiver and Disclosure of Tax Information Sample

(Do not complete)

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

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

Answer the following questions:

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

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

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes___No___

OTC Signature

Date

B2024-DR4706OK-725375 Demolition of Shawnee Regional Airport Hangar 16

Firm

Sabre Demolition
Sagemill Construction
Nova Technologies Group
SWCN Planroom
ePlan
Construct Connect
KT Demolition
Downey Contracting
M&M Wrecking
Total Demolition Services
Midwest Wrecking Co.
Wade's Services
K&M Wrecking
Stronghold Construction
AO Inc
John Longton
Pinney Dozer
Native Wrecking
Meier and Son Demolition
Arbor Transport

Email

tobrien@saberdemolition.com
rance@sgaemill.net
sjenkins@novatechnologiesgrp.com
planroom@swcnews.com
eplan@eplanbidding.com
justine.cataylo@constructconnect.com
kt.demolition@gmail.com
dzimbelman@downeycontracting.com
kyle.mason@mmwrecking.com
dylan@totaldemoservices.com
bryan@midwestwreckingco.com
jiwoak@icloud.com
leonard@kmwrecking.org; duane@kmwrecking.org
sam@stronghold.construction
ao_inc@hotmail.com
ryan@greenbeltservices.com
jordoncooper@pinneycivil.com
casey@nativewrecking.com
micameier@gmail.com
arbortransport@gmail.com

ADDENDUM NO. 1 TO
NOTICE TO BIDDERS
B2024-4706OK-725375
DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16
ISSUE DATE: FEBRUARY 23, 2024

CALENDAR OF EVENTS

Notice is hereby given that the City of Shawnee has rescheduled the **MANDATORY Pre-Bid Meeting**.

The new date and time for the meeting is **March 4, 2024, at 1:00 P.M.** in the Commission Chambers of the City of Shawnee City Hall at 16 West 9th Street, Shawnee, Oklahoma 74801.

All bidders must acknowledge receipt of Addendum No. 1 on the form provided in the Request for Sealed Bids. Failure to acknowledge receipt of an addendum may be cause for rejection of the bid.

All questions regarding this addendum or the sealed bid request must be submitted in writing or by email to the City of Shawnee, Attention: Asst. City Manager, Danny Vise, Jr. (danny.vise@shawneeok.org) no later than 5:00 p.m. (CST), on March 5, 2024. The City may issue an addendum to the Request for Bids for distribution to all known prospective bidders.

City of Shawnee, Oklahoma

By: Danny D. Vise, Jr
Assistant City Manager



ADDEDNUM #2 TO
B2024-DR4706OK-725375
DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Qualifications as follows:

Page 24, otherwise known as Attachment A, is removed in its entirety and replaced with page 2 of this addendum.

Attachment A: Map
Shawnee Municipal Airport Hangar 16





ADDEDNUM #3 TO
B2024-DR4706OK-725375
DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Page one (1) is amended to state that “Sealed Bids are Due March 29, 2024.”

Section 2. The Calendar of Events found on page 4 is amended as follows:

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.

<u>Date/Time</u>	<u>Action</u>
February 17, 2024	Advertising of Request for Sealed Bids
February 24, 2024	Advertising of Request for Sealed Bids
March 4, 2024 at 1 p.m.	MANDATORY Pre-Bid Meeting
March 21, 2024 at 5 p.m.	Last Day to Submit Questions
March 29, 2024 at 2 p.m.	Deadline for Submittals
March 29, 2024 at 2:15 p.m.	Bid Opening
TBD	Anticipated Award of Contract

Section 3. Section 2.1.1 on page seven (7) is amended as follows:

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

Clearly Marked on Outside Envelope
B2024-4706OK-725375 DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16
Due Date: March 29, 2024, at 2:00 p.m. Central



ADDEDNUM #4 TO
B2024-DR4706OK-725375
DEMOLITION OF SHAWNEE REGIONAL AIRPORT HANGAR 16

This Addendum, where in conflict, shall supersede and take precedence over the original plans and specifications of this Request. This Addendum shall form a part of the Contract Documents. Proposers shall acknowledge receipt of this Addendum by notating the attached Addendum Acknowledgement Form and including a copy of said form in their proposal submission. This Addendum shall revise the Request for Sealed Bids as follows:

Section 1. Questions and Answers from the MANDATORY Pre-Bid Meeting, held Monday, March 4, 2024, at 1p.

Q1: Will the aircraft housed in the hangars be removed prior to demolition.

A1: Yes, all personal property will be removed prior to issuing a Notice to Proceed. Any property remaining in the facilities should be removed as part of the demolition and materials removal process.

Q2: Will the City of Shawnee require permits for the work?

A2: Yes, permits are required, though the City will waive permit fees. Applications for permits may be obtained from the City of Shawnee's Building Inspections Division at 222 North Broadway Ave, Shawnee, OK 74801 or online through the City of Shawnee's website at:

https://www.shawneeok.org/government/departments/engineering_streets/applications-permits-inspections.php

Q3: Are there any asbestos or other hazardous materials in the facilities slated for demolition?

A3: The City is conducting a survey of the facilities and will make the results known through an addendum. The only facility in question is Hangar 16.

Q4: Are there any rules or regulations from the FAA or other sources related to fencing or controls?

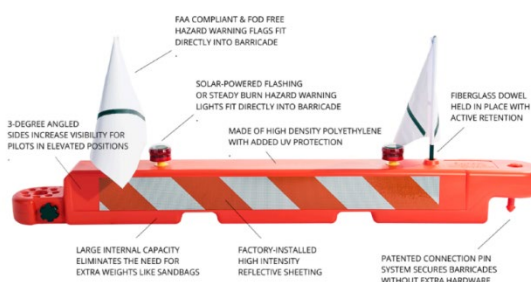
A4: There are no specific rules or regulations regarding the means and methods used to control debris. Per the bid documents, it is the contractor's responsibility to control debris to prevent a hazard to aircraft.

Q5: Will the City be adjusting the Bid Submission date?

A5: It is likely that the Bid Deadline will be amended based on the need to clarify certain items of work. Any adjustments to dates will be made through published Addenda.

Q6: Are there any specifications for "low profile" barricades?

A6: Please see sample image.



Q7: Will the deadline for questions be adjusted to allow more time?

A7: Yes. A new date will be provided through a published Addendum.

Q8: What are the square footage measurements of the facilities.

A8: Shawnee Regional Airport Terminal – 4,095 square feet; Hangar 16 – 14,178 square feet; 200 Series T-Hangars – 19,200 square feet; 702 West Independence Street – 7,200 square feet

Q9: Does the City have a public use location for concrete and other debris?

A9: No.

Q10: The Bid Alternates call for demolition and refill of foundations. Are there any measurements or specifications on the existing foundations to rely on when preparing a cost estimate?

A10: It has not yet been determined if the foundations will be removed, and what if any fill will be requested. A final answer will be provided via an Addendum.

Q11: Does the City have an anticipated start date for the work?

A11: No. If the dates for submission of bids is moved, the date of expected Notice to Proceed will adjust accordingly.

Q12: What is the allowable duration for the completion of work following Notice to Proceed?

A12: Each facility will be addressed under a separate contract with separate Notices to Proceed and allowable terms for completion. The specific allocation of time for each is as follows: Shawnee Regional Airport Terminal – 90 calendar days; Hangar 16 – 90 calendar days; 200 Series T-Hangars – 90 calendar days; 702 West Independence Street – 60 calendar days

Q13: Will there be any restrictions on equipment height (e.g. cranes for demolition)?

A13: Yes. The contractor will be required to file with the FAA for authorization to use a crane. Airport staff will assist with this requirement.

Q14: Does the City require a bond for demolition contractors?

A14: In addition to the bond requirements included in the information for bidders, there is a requirement for contractors to have a license and a bond for demolition services.

Q15: Are a license and bond from the City required to conduct the work?

A15: Yes, both are required to provide the services, but they are not required to submit a bid.

Q16: If it is determined that that the foundations will be demolished will the demolition be limited to the existing building footprints?

A16: When a final plan for removal of foundations is determined, details regarding the total square footage will be provided.

Q17: Will the use of track equipment be authorized and will rubber tires or tracks be required?

A17: Contractors are responsible for any damage to haul routes and work areas. Track equipment may be used if these areas are protected.

Section2. Questions and Answers that were submitted to the City as described in the Request for Sealed Bid Documents.

Q1: Page 5 Section 1, 1.10. Bid documents state suitable fence for 702 West Independence Street. Question is will the Orange 5 ft Safety fence work?

A1: Yes.

Q2: Page 5 Section 1, 1.11 Bid documents state all debris shall be taken to a certified landfill. Question can we recycle the building for future use?

A2: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q3: Page 28 Cost Sheet, Alternate 1 Slab and Footing structural removal. Question can we recycle the slab and footing material removed?

A3: Yes, materials can be recycled, however, the material will be treated the same as debris, we must see the material move from cradle to grave, so it must go to a certified recycling center and the quantities must be documented.

Q4: Page 28 Cost Sheet. Alternate 2 Refill slab and footing material to grade and re-grade. Question is what type of fill material is required? (such as), limestone rock, compacted select material, or fill material without a density test?

A4: Select borrow, Section 705 of ODOT 2019 Standard Specifications for Highway Construction

Q5: To work in the City of Shawnee, you must have a Contractor's license, per Contractor Registration form I found online. License fees are no problem, but it says \$2,000.00 Surety Bond if applicable. How do I know if it is applicable to us or not?

A5: In Article XIII, Section 7-615 of the Shawnee Code of Ordinances it outlines the surety bond requirements as follows:

Sec. 7-615. Surety bond.

Every person licensed under this article shall file with the city manager or designee a bond in an amount as described in the city fee schedule, with sureties to be approved by the city manager or designee. Such bond shall be payable to the city and shall be conditioned that:

- (1) The principal will at all times do all demolition work and associated work, including, but not limited to, the removal of all debris and the transportation and deposit thereof, strictly in accordance with this article;
- (2) All work will be done in a good and workmanlike manner;
- (3) The city shall be fully indemnified and held harmless from any cost, expense, damages to real or personal property or personal injury done to any person or property in the conduct of such work; and
- (4) The licensee shall cause all streets, alleys and sidewalks that have been damaged in any manner to be repaired and put in the same condition as they were before the work was done.

Q6: Also can this Contractor's license be purchased after our bid for a project is accepted?

A6: The license can be purchased after award.

Q7: Same with Demolition Permit, do I apply for that after our bid is accepted?

A7: The permit would be applied for after award.

Q8: Willard mentioned a \$10,000 dollar demo Bond. Is this bond amount in addition to the bonds required for the projects that we are bidding?

A8: The bond discussed during the meeting was the Surety bond mentioned above in Question 5.

Section 3. The Cost Sheet is deleted in its entirety and replaced with the following page (4) of this Addendum:

Cost Sheet

Base Bid

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
1	1	LSUM	Building Demolition and Debris Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #1

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
2	115	Cubic Yard	Slab and Footing Structural Removal

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Alternate #2

<u>Item</u>	<u>Est. Quantity</u>	<u>Unit</u>	<u>Item</u>
3	115	Cubic Yard	Refill slab and footing removal to grade and re-grade

Unit Price: _____

Total Price: _____

(Dollars per unit written) _____ Dollars

Estimate quantities are provided for reference and are not guaranteed. Unit price shall include all fees and costs associated with pay item. Given the nature of the facilities it is impossible to know the exact quantities.

Bid Tabulation for B2024-DR4706OK-725375
Shawnee Regional Airport Hangar 16

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1</u>	<u>Alternate #2</u>	<u>Combined Total</u>
K&M Wrecking	\$ 118,875.00	\$ 4,830.00	\$ 6,514.75	\$ 130,219.75
M&M Wrecking	\$ 40,890.00	\$ 19,456.00	\$ 19,040.00	\$ 79,386.00



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

Date: April 15, 2024
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: April 2024 Sales and Use Tax Deposit

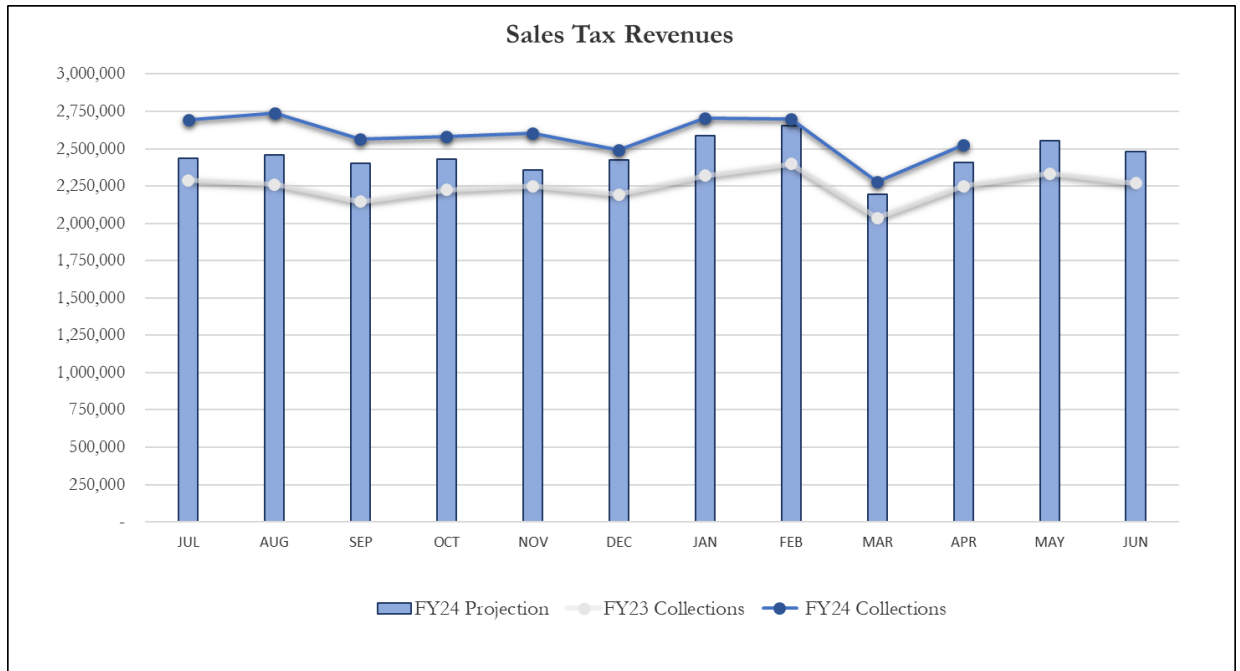
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 April consists of March estimates and February final reported collections. Any taxes collected for months prior to February will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The April sales tax deposit was \$2,525,135.18 including interest of \$3,401.80, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,262,567.59
2018 Capital Improvements Fund	315,641.90
Capital Improvements Fund	244,622.47
Street Improvements Fund	276,186.66
Economic Development Fund	31,564.19
Police Sales Tax Fund	39,455.24
Fire Sales Tax Fund	39,455.24
2023 Capital Improvements Fund	315,641.90
Total Sales Taxes Collected	<u>\$ 2,525,135.18</u>

- Finance Department Report - Sales and use tax collections totaled \$2,902,741.24 for April 2024. 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 \$1,539,015 or 6.3%, over the projected budget year-to-date, across 8 funds. Use tax collections are up \$668,268 or 21.4%, above the projected budget year-to-date.

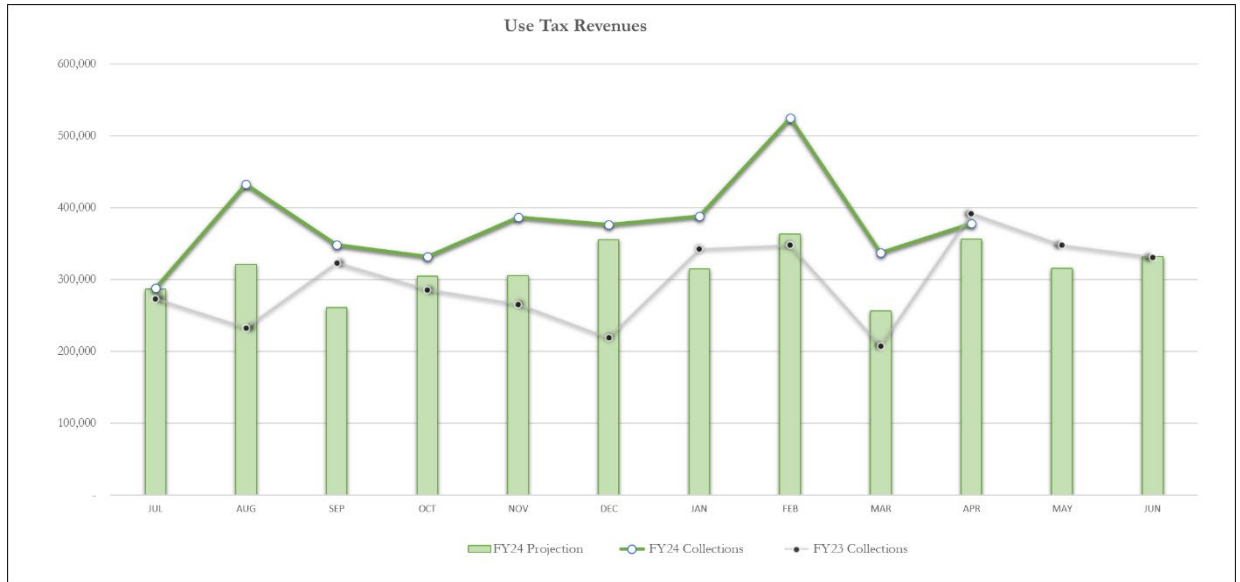
○ Fiscal Year 2024 Sales Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance	
Sales Tax Receipts - April 2024	\$ 2,410,345	\$ 2,525,135	\$ 114,791	4.76%	
Sales Tax Receipts (year-to-date):	\$ 24,345,927	\$ 25,884,942	\$ 1,539,015	6.32%	
					% Variance w/ Rate Normalization
	April 2023	April 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 2,249,071	\$ 2,525,135	\$ 276,064	12.27%	-1.76%
					% Variance w/ Rate Normalization
	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	
Sales Tax Receipts (vs Prior Year):	\$ 22,359,472	\$ 25,884,942	\$ 3,525,470	15.77%	1.30%

* 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 (April 2024):	\$ 355,840	\$ 377,607	\$ 21,767	6.12%	
Use Tax Receipts (year-to-date):	\$ 3,122,617	\$ 3,790,885	\$ 668,268	21.40%	

	Apr 2023	Apr 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 391,589	\$ 377,607	\$ (13,982)	-3.57%	-15.62%

	Year To Date FY 2023	Year To Date FY 2024	Amount Variance	Percentage Variance	% Variance w/ Rate Normalization
Use Tax Receipts (vs Prior Year):	\$ 2,886,868	\$ 3,790,885	\$ 904,017	31.31%	14.90%

* 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:

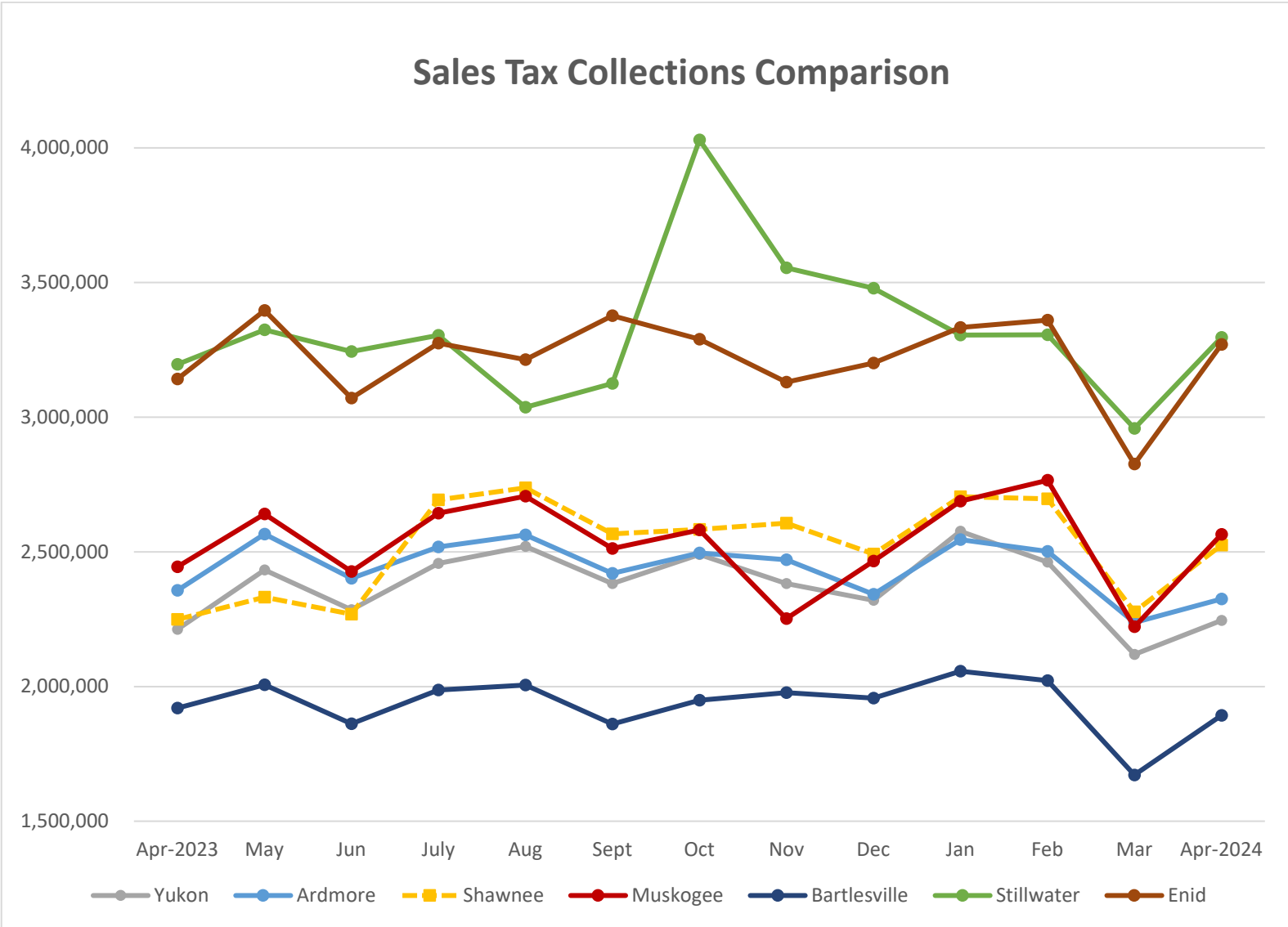
General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$ 768,051
Use Tax Above/(Below) Projections:	\$ 668,268

Appropriated:

IUPA Pay plan adj - 12/18/23	(58,700)
Rebate Agreement - 1/16/24	(47,000)
Total Appropriated	\$ (105,700)

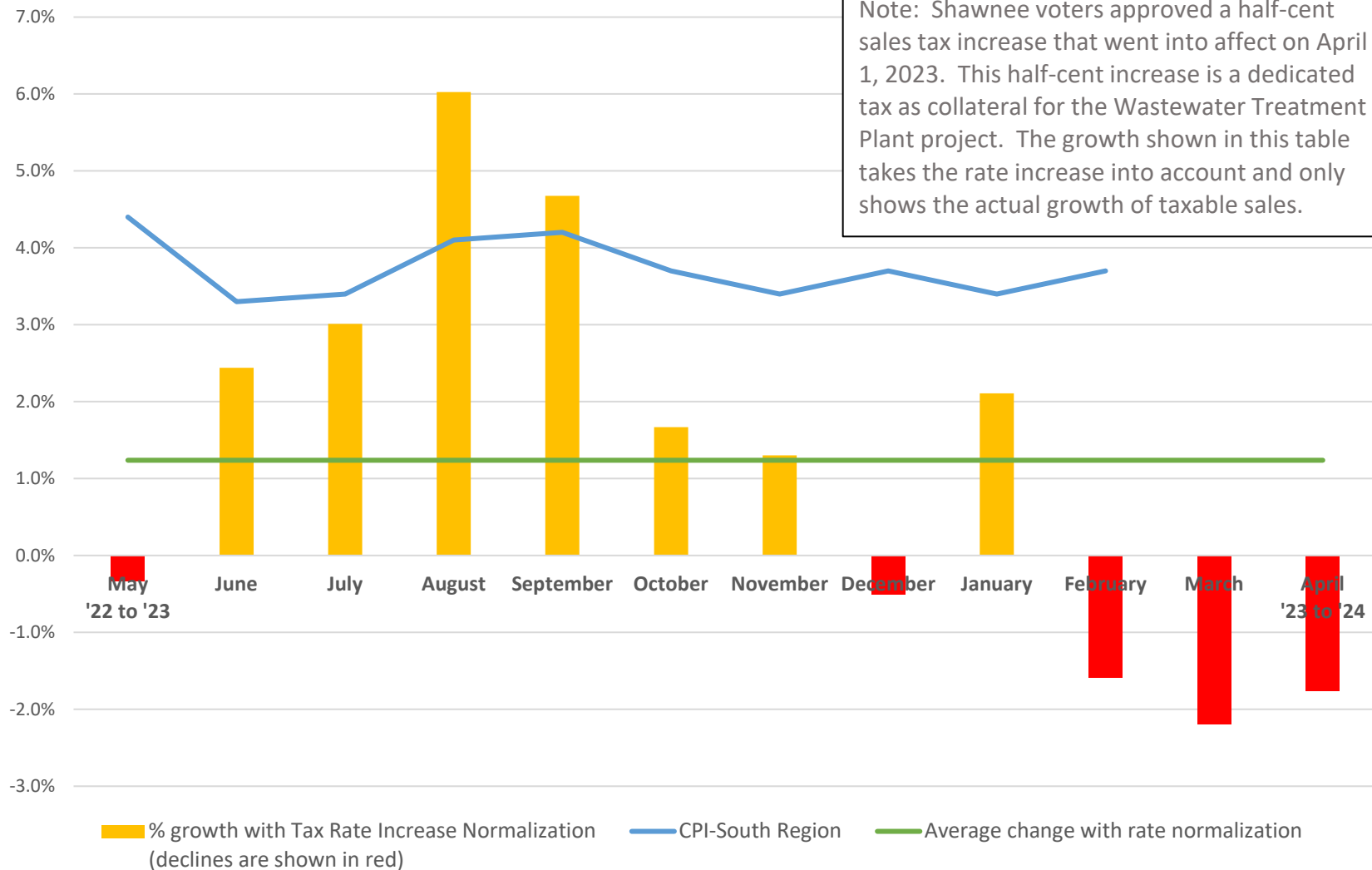
Total Unappropriated:	\$ 1,330,619
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	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Year over Year Sales Tax Growth by Month

Note: Shawnee voters approved a half-cent sales tax increase that went into affect on April 1, 2023. This half-cent increase is a dedicated tax as collateral for the Wastewater Treatment Plant project. The growth shown in this table takes the rate increase into account and only shows the actual growth of taxable sales.



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.

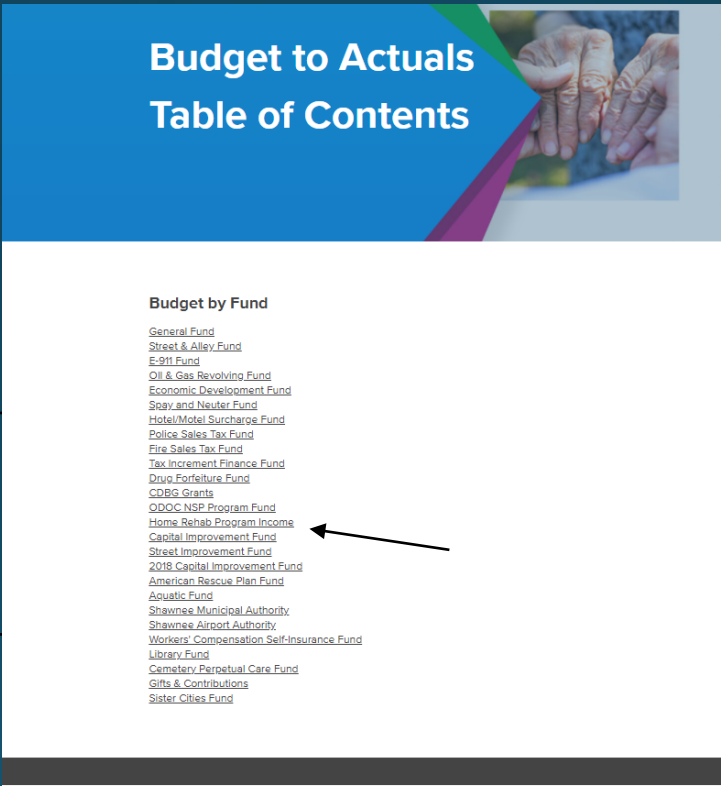
Please Note: *OpenGov works best with Google Chrome.*

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.

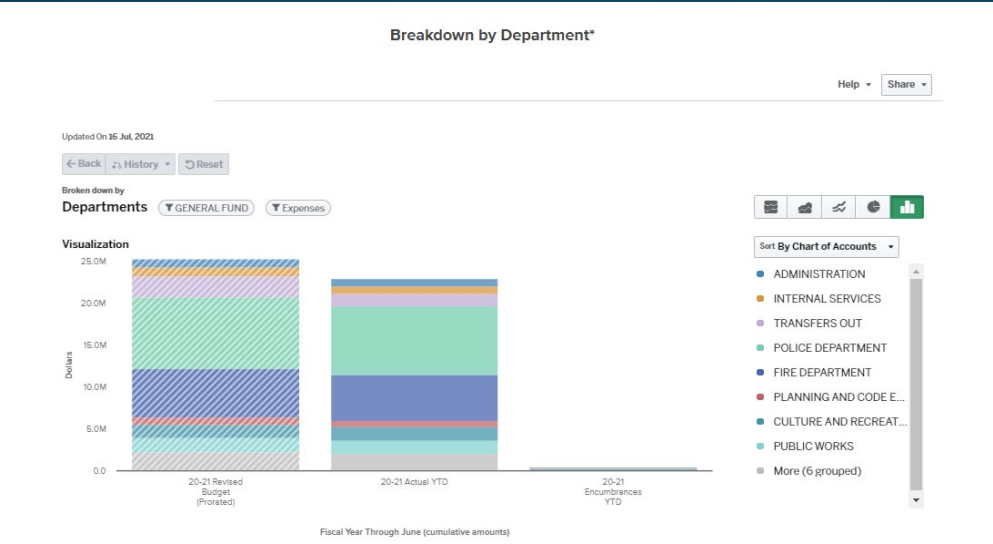


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

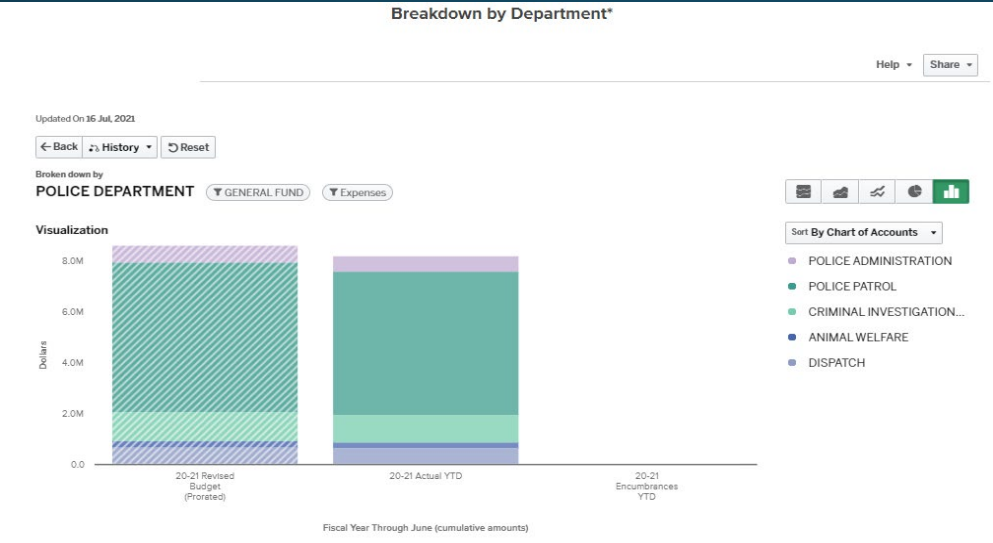
Drill-Down Capabilities

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.

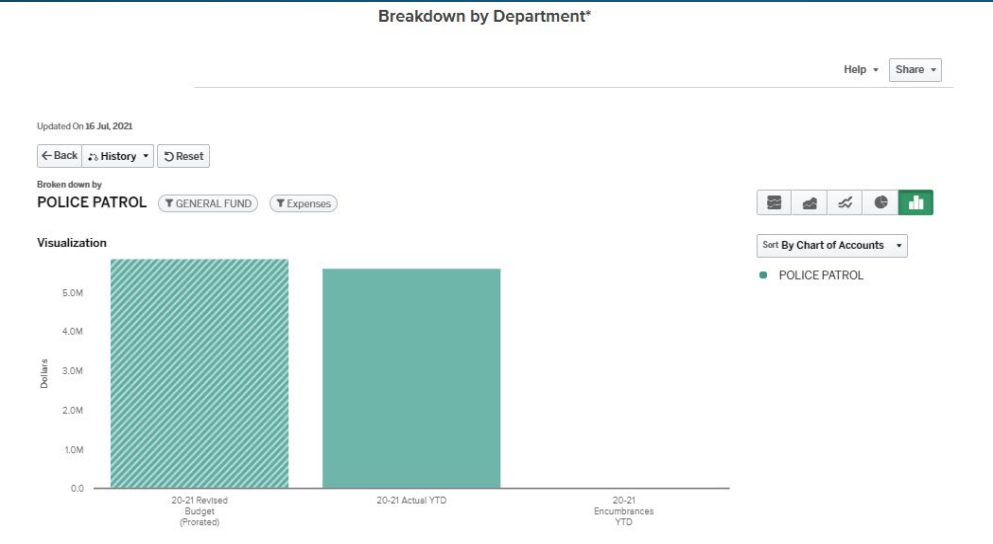
Initial View



Department Level

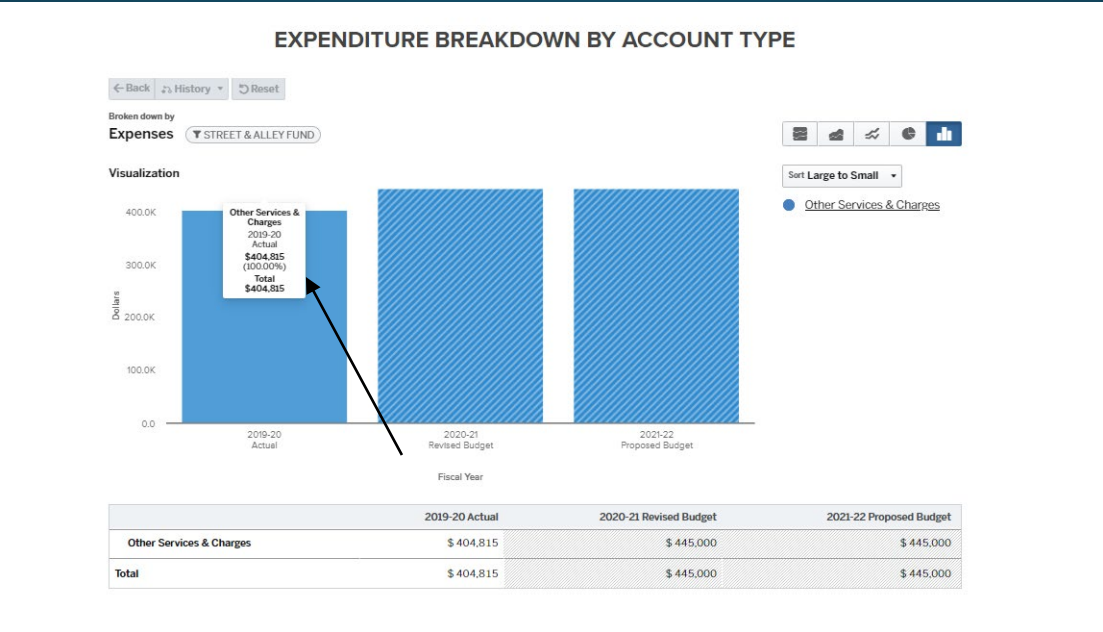


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

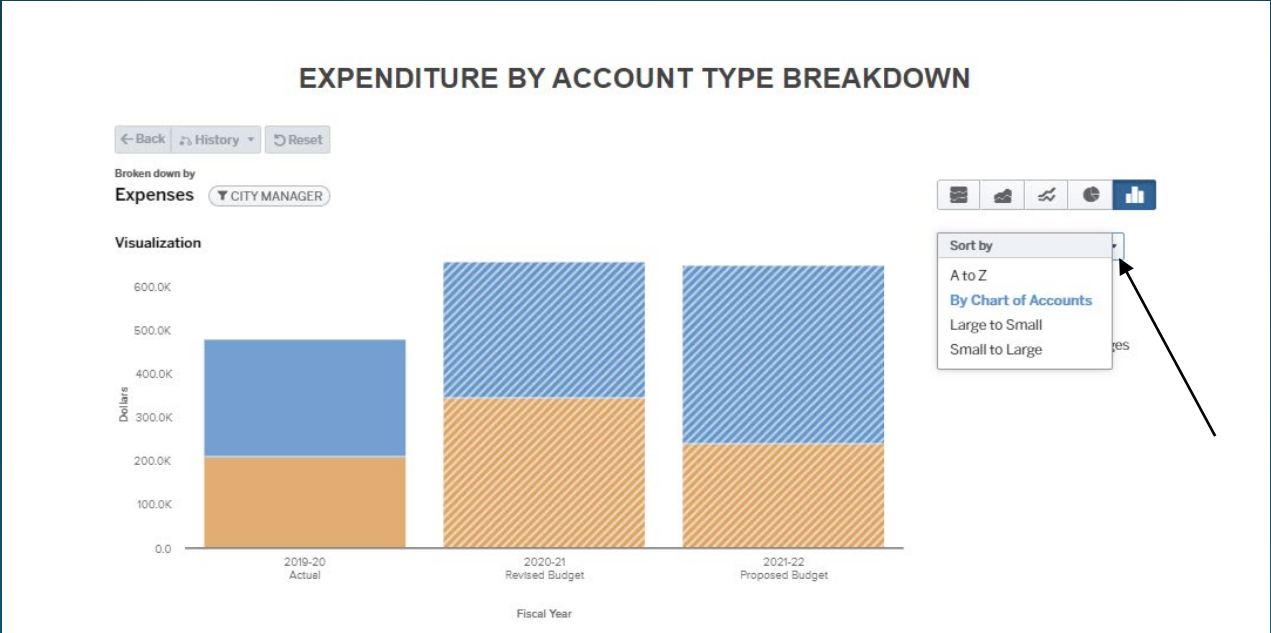


Sorting

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.

2018 Half-cent Sales Tax Update

April 15, 2024

Lindsey McNabb-Fox, Finance Director



Kids Space Park Amenities			
1	New 30' x 40' Picnic Shelter	13	2-5 Play Area
2	Cornhole Gaming Area (Syn. Turf)	14	Berm Play Area
3	Horseshoe Gaming Area	15	Motion Sled
4	Multi-Sport Court	16	Concussion



2018 Sales Tax Election

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

Investment Updates

\$19.1 million in Sales Tax Collections

- Through April 2024 collections

\$20.5 million invested in Community Projects

- Through March 2023
- \$8.7 million spent in FY23
- \$2.2 million spent YTD in FY24

Investment Updates – 3rd Qtr. FY24

\$61 k	Woodland Veterans Park
\$92 k	Highland Street Sidewalk
\$52 k	Library Remodel
\$40 k	Senior Center Roof & Remodel

Public Safety	Original Allocation	New Allocation	Expensed to date	Status
Police Department Headquarters	\$3,200,000	\$4,339,268	\$4,339,268	Complete
Police Patrol Vehicles	\$1,250,000	\$1,098,727	\$1,098,727	Complete
Fire Station #1 & #3	\$1,750,000	\$2,009,811	\$26,921	Design
Fire Engine	\$750,000	\$855,880	\$855,880	Complete
Fire Training Structure	\$300,000	\$50,195	\$50,195	Hold
Emergency Warning System	\$250,000	\$250,000	\$250,000	Complete
Total Public Safety	\$7,500,000	\$8,603,881	\$6,620,991	

Streets and Roads	Original Allocation	New Allocation	Expensed to date	Status
45th Street widening	\$3,500,000	\$4,603,881	\$510,761	ROW Acquisition
Pavement Overlays & Panel Replacements	\$4,000,000	\$4,000,000	\$920,886	Pressure pave project awarded
Total Streets & Roads	\$7,500,000	\$8,603,881	\$1,431,648	

Parks & Public Facilities	Original Allocation	New allocation	Expensed to date	Status
Implement Parks Master Plan	\$7,000,000	\$8,628,066	\$8,405,932	Complete
EXPO Enhancement & Remodel	\$3,500,000	\$3,500,000	\$1,605,706	Roof & Fence, Various equipment & repairs
Sidewalks & Trails	\$1,750,000	\$1,752,314	\$1,752,314	Complete
Santa Fe Depot	\$400,000	\$1,463,000	\$63,309	Roof project underway
Library	\$1,000,000	\$351,382	\$214,292	In planning
Senior Center	\$1,000,000	\$1,300,000	\$155,261	Roof project underway
Community Center	\$350,000	\$213,000	\$212,971	Complete
Total Facilities	\$15,000,000	\$17,207,762	\$12,409,786	

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





Homeless Program - City Cost, Community Donations, and Volunteer Hours

April 15, 2024

Andrea Weckmueller-Behringer,
City Manager

Homeless Program – Cost & Impact

City Funding

- 1 FTE paid by City funds
- Had applied for **grants to support** donations & volunteer work
- \$**60,000** starting salary (DOE) plus employment benefits
- *(No open grant at this time)*

AmeriCorps VISTAs

- Had applied for 4 VISTAS
- Were granted 3 VISTAS
- Focus on Housing, Employment, and Case Management
- Stipends paid for by AmeriCorps
- City paid cost of computing and office **equipment**
- City pays **phone & internet**

Homeless Program – Cost & Impact

Homeless Resource Center

- City MOU with Shawnee Rescue Mission
- City-paid utility: internet
- \$0/year (2023)
- \$3,600/year (2023)

Community Partnerships

- Homeless Program Volunteers
- Direct / street outreach
- Shawnee Homeless Roundtable
- Native Homeless Alliance
- ~12,500 donated hours (2023)
- ~15,600 in donations (2023)
- *(City staff time for support)*
- *(City staff time as needed)*

Other City Departments – Cost & Impact

Police

- Enforcement of law for people
- Crisis intervention

Related to Homelessness

- ~440 calls (FY 2023)
- \$347,200 grant (FY 2023 & 2024)

Code Enforcement

- Enforcement of law for property
 - Focus on nuisance properties and unsecured or unlawfully occupied structures
- ~9 structures destroyed by vagrancy (FY 2023) prior to demolition

Other City Departments – Cost & Impact

Fire Suppression & EMS

- Vacant structure fires
- Emergency Medical Services

Related to Homelessness

- ~78 fire calls (2023)
- ~113 medical calls (2023)

Public Works

- Clean-up & repair of facilities, rights-of-way, and parks
- \$10,550 library restroom repair in June 2022 & cleaning hours

City Manager & City Attorney

- Research of case law & drafting of ordinances
- ~20 hours/month (FY 2023)

City Commission Questions & Answers

