

AMENDED

AGENDA

BOARD OF CITY COMMISSIONERS

JULY 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. 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.

2. Consider approval of the Minutes from the June 17, 2024 regular meeting.

RECESS CITY COMMISSION MEETING TO CONVENE SHAWNEE

AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY

RECONVENE CITY COMMISSION MEETING

3. Consider a Resolution expressing appreciation to Yannah Frazier as Commissioner of Ward Three of the City of Shawnee.
4. Consider a Resolution expressing appreciation to Darren Rutherford as Commissioner of Ward Four and Vice Mayor of the City of Shawnee.

5. Presentation of Resolutions of Appreciation to Commissioner Yannah Frazier and Commissioner-Vice Mayor Darren Rutherford.
6. Swearing in of Ward Three Commissioner Chris Odneal and Ward Four Commissioner Ashley Fichtner.
7. Presentation of Certificates of Election to Ward Three Commissioner Chris Odneal and Ward Four Commissioner Ashley Fichtner.

RECESS FOR OUTGOING AND INCOMING COMMISSIONERS

RECONVENE

8. Commission Appointment of a Vice Mayor (Per Article III, Section 6 of the City Charter).
9. Consider approval of Consent Agenda:
 - a. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the June 5, 2024 regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the April 18, 2024 regular meeting.
 - License Payment Report for June 2024.
 - Project Payment Report for June 2024.
 - b. Lake Lease Transfer:
 - Seck Tract Lot 1, 33700 Post Office Neck
From: Dustin C Bodkin
To: Donald Keith & Cynthia Gail Carpenter
 - c. Acknowledgment of lessee's voluntary Cabin Site Lease (Lake Lease) termination for tract situated at 15508 Nickens Rd.
 - d. Acknowledge the resignation of Zach Foster from the Shawnee Beautification, Parks, and Recreation Committee.
 - e. Acknowledge the resignation of Kim Paxson from the Shawnee Public Library Board.

f. Mayor Appointments:

Shawnee Library Board

Amber Mitchell 1st Partial Term Expires: June 30, 2025
Replaces Kim Paxson - Resigned

Lisa Watson 1st Full Term Expires: June 30, 2027
Replaces Rebecca Brown - Term Expired

Shawnee Urban Renewal Authority

Robert D Hoover, Jr. 1st Partial Term Expires: February 2, 2026
Replaces Glenda Pierce - Appointment Removed

g. Approve renewal of the following agreements for Fiscal Year 2024-2025:

- Professional Services Agreement with Crawford and Associates for the period of July 1, 2024 through June 30, 2025.
- Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.

h. Acknowledge one-year renewal option for Architectural Services Contract with TAP Architecture, LLC.

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

11. Consideration of a Resolution to adopt the City of Shawnee 2024-2028 Strategic Plan.

12. Consideration of the purchase of one (1) commercial rescue vehicle from Conrad Fire Equipment in the total amount of \$435,560.06.

13. Consideration of a supplemental and modification agreement with the Oklahoma Department of Transportation (ODOT) regarding the MacArthur Street Sidewalk Project. (Shawnee: MacArthur Bike/Ped Trail) State Job No. 32996(04)

14. Consideration of an agreement with the Oklahoma Attorney General (OAG) regarding the City of Shawnee Opioid Abatement Grant funding award.

15. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and

authorizing disposal at the City's discretion.

16. Consideration of an appeal of the Administrative Order regarding property located at 910 North Hobson.
17. Public Hearing for the request of a Conditional Use Permit (CUP) for a Short Term Rental (STR) located at 15305 Perry Road, Shawnee, Oklahoma.
Case No.: CUP03-24 | Applicant: Josh & Beverly Koch
18. Consideration of a Conditional Use Permit (CUP) for a Short Term Rental (STR) at 15305 Perry Road, Shawnee, Oklahoma.
Case No.: CUP03-24 | Applicant: Josh & Beverly Koch
19. Public Hearing for the request of a Conditional Use Permit (CUP) for a Short Term Rental (STR) located at 16712 Magnino Road, Shawnee, Oklahoma.
Case No.: CUP04-24 | Applicant: Lora Davis
20. Consideration of a Conditional Use Permit (CUP) for a Short Term Rental (STR) located at 16712 Magnino Road, Shawnee, Oklahoma.
Case No.: CUP04-24 | Applicant: Lora Davis
21. Consideration of a Final Plat for Rolling Hills Addition, Section 2.
Case No.: FPL02-24 | Applicant: Absentee Shawnee Housing Authority (BWR Design Group - Engineer)
22. Consideration of a Final Plat for Shawnee Twin Lakes, Lake No. 1, Phase II.
Case No.: FPL04-24 | Applicant: City of Shawnee, Oklahoma
23. Consideration of the following budget amendments for Fiscal Year 2024 – 2025:
 - a. Opioid Settlement Fund - 114 - To fund opioid abatement activities with an Opioid Abatement Grant award.
24. Consider Bid(s):
 - a. Lake Patrol Dock, Project No. 24-0620-02 (Award)
25. Acknowledge Monthly Sales Tax and Budget Reports.
26. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Courtney Conrad, Assistant Finance Director
 - b. Update on the City of Shawnee Continuum of Care Application - Rian Harkins, Community Development Director
 - c. Update on the proposed Unified Development Code - Rian Harkins, Community Development Director
 - d. Update on Lions Club Park Ballfields - Andrea Weckmueller-Behringer, City Manager
27. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
28. Commissioners Comments
29. 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)

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 17, 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, June 17, 2024 at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, June 13, 2024 at 6:35 PM. Mayor Bolt presided and Mr. Hudson McMains 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

Absent
Commissioner Ward 6

ABSENT: Lauren Richter

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Recognition of Keifer Landes, Shawnee High School, Pole Vaulting State Championship Win.

Mayor Bolt presented a Certificate of Recognition to Keifer Landes for the Pole Vaulting State Championship Win.

2. Introduction of Shawnee 2024 student/teacher delegation for the Sister Cities exchange trip to Nikaho, Japan:

Adults
Summer Proffer (Teacher)
Michael Canaday (Chairman)

Students

Makaiah Baker
Daniel Bowlan
Kylee Ingram
Hudson McMains
Evy Simpson
Hartly Stephens
Bridge Uch
Conner Vorndran

The 2024 student/teacher delegation for the Sister Cities exchange trip to Nikaho, Japan was introduced.

3. 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.

Ms. Dani Shaughnessy, Mr. Travis Alexander, Ms. Cyndi Berger, Mr. Rob Morris, and Mr. Rick Young spoke during Citizens Participation.

4. Consider approval of Consent Agenda:

a. Minutes from the May 20, 2024 regular meeting.

b. Acknowledge the following minutes and reports:

- Board of Adjustment Minutes from the March 21, 2024 meeting.
- Planning Commission Minutes from the May 8, 2024, special call meeting.

- License Payment Report for May 2024.
- Project Payment Report for May 2024.

c. Mayor Appointments:

Arts and Culture Commission

Katie Goodson	2nd Full Term	Expires: May 1, 2027
<i>Reappointment</i>		

Sherri Thompson	1st Full Term	Expires: May 1, 2027
<i>Replaces Tate Monroe - Term Expired</i>		

Planning Commission

Travis Alexander	1st Full Term	Expires: June 1, 2027
<i>Replaces Craig Walker - Term Expired</i>		

d. Approve renewal of the following agreements for Fiscal Year 2024-2025:

- Agreement with the Pottawatomie County Public Safety Center for Jail Services.
- Agreement with Grove Elementary School District for Police Services.
- Agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.

- Agreement with the Housing Authority of the City of Shawnee for Supplemental Police Services.
 - Interlocal Cooperation Agreement with Gordon Cooper Technology Center (GCTC) District No. 5 to provide repaving and repair of public roadways and parking lots.
- e. Acknowledge Change Order No. 1 for Sewer Pipe Bursting.
 - f. Acknowledge one-year renewal option for Fencing and Repair Services Contract with Deep South Fencing.
 - g. Acknowledge one-year renewal option for Disaster Debris Removal Services Contract with DRC Emergency Services, LLC.
 - h. Acknowledge one-year renewal option for Disaster Debris Monitoring Services Contract with DebrisTech, LLC.
 - i. Acknowledge the Carnegie Library Building Lease Agreement with the Pottawatomie County Board of County Commissioners.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve Consent Agenda Item Nos. 4(a-i). Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

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

Animal Control Officer Theresa Touchet introduced Noodle, an approximately five-and-a-half (5 1/2) month old poodle-mix.

6. Mayor's Proclamation(s)

- a. "Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood", June 19, 2024

Representatives from the Dunbar Heights Historic Neighborhood accepted the Mayor's Proclamation to "Commemorate Juneteenth and the Dunbar Heights Historic Neighborhood" from Mayor Bolt.

7. Consideration of a Resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.

City Manager Andrea Weckmueller-Behringer provided a Staff report. Staff is requesting approval of a resolution adopting the five-year Capital Improvement Plan (CIP) for Fiscal Years 2025 through 2029.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve a Resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2025 through 2029.

Resolution No. 6739 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEARS 2025-2029 CAPITAL IMPROVEMENT PLAN.

Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

8. Consideration of a Resolution adopting the Fiscal Year 2024-2025 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2024, through June 30, 2025.

City Manager Andrea Weckmueller-Behringer provided a Staff report regarding the proposed resolution adopting the Fiscal Year 2024-2025 budget.

Discussion was held between the Commission and Staff.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a Resolution adopting the Fiscal Year 2024-2025 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2024, through June 30, 2025.

Resolution No. 6740 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025.

Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

9. Presentation of Update on Shawnee Twin Lake #1 Dam.

Director of Engineering Seth Barkhimer provided an update on the Shawnee Twin Lake #1 Dam. Topics discussed included:

- History of Shawnee Twin Lake #1 Dam
- Twin Lakes Dam Inspections
 - Timeline
- Twin Lake #1 Update
- Twin Lake #1 Dam - What's Next

10. Consideration of a Contract with Freese and Nichols, Inc. to provide consultant services for the Twin Lake #1 Dam.

Director of Engineering Seth Barkhimer stated that Staff advertised a Request for Qualifications (RFQ) to secure the services of an engineering firm specialized in dam safety. The City received proposals from two (2) qualified firms. Freeze and Nichols, Inc. (FNI) was subsequently selected to provide services related to the Twin Lake #1 Dam Rehabilitation Project. Staff is requesting approval of a contract with FNI for professional services in the preparation of an Engineering Report, which will evaluate the field investigation data and provide

recommendations for potential future dam maintenance and safety projects. The contract is in the amount of Two Hundred Sixty-Two Thousand Dollars (\$262,000.00), which will be paid from a grant that was accepted in December 2023 from the Oklahoma Water Resources Board (OWRB) as part of the State of Oklahoma's American Rescue Plan Act (ARPA) funding.

A motion was made by Commissioner Engles, seconded by Commissioner Sehorn, to approve a Contract with Freese and Nichols, Inc. to provide consultant services for the Twin Lake #1 Dam. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

11. Consideration of a Professional Services Agreement with TAP Architecture, for architecture services related to the proposed Animal Shelter.

Director of Engineering Seth Barkhimer stated that TAP Architecture has been selected for the design of the new Animal Shelter, with a proposal totaling Seventy-Six Thousand Eight Hundred Eighty Dollars (\$76,880.00). This proposal encompasses four primary phases:

1. Schematic Design / Design Development
2. Construction Documents
3. Permitting and Bidding
4. Construction Administration

Staff recommends approval of the item.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a Professional Services Agreement with TAP Architecture, for architecture services related to the proposed Animal Shelter. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

12. Consideration of an Amendment to the Consulting Services Agreement with Del Sol Consulting, Inc.

Emergency Management Director Rachelle Erickson stated the initial

agreement with Del Sol Consulting, Inc. to provide consultant services related to disaster recovery is set to expire June 30, 2024. Staff is requesting that Amendment 1 to the current agreement be approved that would extend the current termination date to June 30, 2025.

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve an Amendment to the Consulting Services Agreement with Del Sol Consulting, Inc. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

13. Consideration of a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for services related to the April 19, 2023, Storm Event.

Emergency Management Director Rachelle Erickson stated that on June 9, 2023, the Commission approved a consulting agreement with Del Sol Consulting, Inc. to provide consulting services related to disaster recovery from the April 19, 2023 storm. The agreement requires the issuance of task orders that include a scope of services in order to engage with the consultant. This will be the third Task Order under the agreement. It includes a not-to-exceed (NTE) provision of Five Hundred Thousand Dollars (\$500,000.00) and provides that the consultant will perform the following services through June of 2025:

- Consulting for all FEMA categories
- Consulting for all insurance claims related to the storm event
- Program and Project Management for all State and/or Federally funded projects
- Construction Management for all State and/or Federally funded projects
- Consulting for direct administrative tasks related to the storm event

Staff recommends approval of this item.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Sehorn, to approve a Task Order in accordance with the Agreement between the City of Shawnee and Del Sol Consulting, Inc. for services related to the April 19, 2023, Storm Event. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

14. Consideration of a Contract with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center.

City Manager Andrea Weckmueller-Behringer provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a Contract with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

15. Consideration of an Agreement with Central Oklahoma Community Action Agency / Central Oklahoma Transit System for public transportation services in Fiscal Year 2024-2025.

City Manager Andrea Weckmueller-Behringer stated that the City has long partnered with Central Oklahoma Community Action Agency (COCAA) and its transportation division, Central Oklahoma Transit System (COTS), to provide transportation services for the citizens of Shawnee. Staff recommends approval of an Agreement with COCAA / COTS for Fiscal Year 2024-2025 in an amount of Eighty-Five Thousand Dollars (\$85,000.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an Agreement with Central Oklahoma Community Action Agency / Central Oklahoma Transit System for public transportation services in Fiscal Year 2024-2025. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

16. Consideration of an Agreement with Shawnee Forward for economic development services in Fiscal Year 2024-2025.

City Manager Andrea Weckmueller-Behringer stated that the City has contracted with Shawnee Forward in the past to provide economic development services to the community, including the growth and expansion of existing businesses, as well as recruitment of new industries and businesses. Staff

recommends approval of a Contract with Shawnee Forward for Three Hundred Thousand Dollars (\$300,000.00) for Fiscal Year 2024-2025.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve an Agreement with Shawnee Forward for economic development services in Fiscal Year 2024-2025. Motion Carried 4-0-2.

AYE: Matthews, Sehorn, Bolt, Rutherford

NAY: None

ABSTAIN: Engles, Frazier

RECESS BY POWER OF CHAIR AT 7:28 P.M.

RECONVENE BY POWER OF THE CHAIR AT 7:39 P.M.

17. Consideration of an Agreement with GovInvest, Inc. for access to online platform with peer-city compensation information.

Human Resources Director Jennifer Greenland stated that to assist the City's Human Resources staff in their understanding of peer city compensation, consisting of salaries, incentives, and other benefits, the City of Shawnee is requesting approval of an agreement with GovInvest, Inc. to gain access to its online Live Compensation platform. The amount of the proposed agreement is Fifteen Thousand Five Hundred Dollars (\$15,500.00).

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve an Agreement with GovInvest, Inc. for access to online platform with peer-city compensation information. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

18. Consideration of a Resolution of the City of Shawnee, Oklahoma, nominating Tamera Johnson as a candidate to fill an open position on the Board of Trustees of the Oklahoma Municipal Retirement Fund (OkMRF), representing District 4 for a Five-Year Term, beginning October 1, 2024, through October 1, 2029.

Human Resources Director Jennifer Greenland provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve a Resolution of the City of Shawnee, Oklahoma, nominating Tamera Johnson as a candidate to fill an open position on the Board of Trustees of

the Oklahoma Municipal Retirement Fund (OkMRF), representing District 4 for a Five-Year Term, beginning October 1, 2024, through October 1, 2029.

Resolution No. 6741 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA,
NOMINATING TAMERA JOHNSON AS A CANDIDATE TO FILL AN OPEN
POSITION ON THE BOARD OF TRUSTEES OF THE OKLAHOMA
MUNICIPAL RETIREMENT FUND (OkMRF), REPRESENTING DISTRICT 4
FOR A FIVE-YEAR TERM, BEGINNING OCTOBER 1, 2024, THROUGH
OCTOBER 1, 2029.

Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

19. Consideration of an appeal of the Administrative Order regarding property located at 214 West Oakland.

Chief Code Official Kevin Moore stated that there have been two administrative hearings on the property in question, namely August 25, 2022 and May 16, 2024. Staff is recommending denial of the appeal and the right to proceed with demolition. City Attorney Joe Vorndran advised that the notice and process has been examined and approved by City Attorney's office.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to deny the appeal of the Administrative Order regarding property located at 214 West Oakland. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

20. Public Hearing for a request to rezone property located at 1303 West Farrell Street from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). (Case No. RZ02-24)

Community Development Director Rian Harkins advised that the Planning Commission deferred the item to its September 4, 2024 meeting. Due to the

actions of the Planning Commission, Staff recommends deferring the public hearing to the September 16, 2024 City Commission meeting.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to defer the item to the September 16, 2024 City Commission meeting. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

21. Public Hearing for a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit located at 1303 West Farrall Street. (Case No. CUP02-24)

Community Development Director Rian Harkins advised that the Planning Commission deferred the item to its September 4, 2024 meeting. Due to the actions of the Planning Commission, Staff recommends deferring the public hearing to the September 16, 2024 City Commission meeting.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to defer the item to the September 16, 2024 City Commission meeting. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

22. Consideration of a request for a Final Plat, Adcock Addition, near the northwest corner of North Harrison and 45th Street. (Case No. FPL01-24)

Community Development Director Rian Harkins stated that the Planning Commission recommended approval of the item at its June 5, 2024, meeting. However, since that time, the applicant has asked for a deferral of the item in order to review improvements for possible revisions and resubmittal, if necessary. Staff recommends deferral of this item to the September 16, 2024, City Commission meeting.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to defer the item to the September 16, 2024 City Commission meeting. Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

23. Consideration of the purchase of one (1) heavy-duty truck from Vance Country Ford, under State Contract pricing, in the total amount of \$56,825.60.

Fire Chief Tony Wittman stated that in compliance with the City's Capital Improvement Plan (CIP), the Suppression Division of the Shawnee Fire Department is scheduled to receive a replacement for its "Command" vehicle. Currently slated for purchase in the CIP's Year 2025, the opportunity to pre-order this vehicle under State contract pricing has presented itself. Staff is requesting authority to order the vehicle now and paid for in the current fiscal year as sufficient budget authority remains. The truck would not be delivered until sometime in the upcoming Fiscal Year 2024-2025. The cost is Fifty-Six Thousand Eight Hundred Twenty-Five Dollars and Sixty Cents (\$56,825.60).

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve the purchase of one (1) heavy-duty truck from Vance Country Ford, under State Contract pricing, in the total amount of Fifty-Six Thousand Eight Hundred Twenty-Five Dollars and Sixty Cents (\$56,825.60). Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

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

- a. Police Sales Tax Fund - 107 - To fund an increase to the transfer to General fund with Sales Tax revenues exceeding budget estimates.
- b. Fire Sales Tax Fund - 108 - To fund an increase to the transfer to General fund with Sales Tax revenues exceeding budget estimates.
- c. Street & Alley Fund - 101 - To fund an increase in the cost of electricity for traffic signals funded by a transfer from the General Fund.

- d. Workers' Compensation Fund - 601 - To fund year-end workers' compensation claims exceeding budget, funded with a transfer from the General Fund and a refund from the Oklahoma Tax Commission.
- e. General Fund - 001 - To fund legal expenses with sales tax collections exceeding budget estimates.

Assistant Finance Director Courtney Conrad provided a Staff report for each of the proposed budget amendments.

A motion was made by Commissioner Engles, seconded by Vice Mayor Rutherford, to approve the budget amendments listed in Agenda Item Nos. 24(a-e). Motion carried 6-0-0.

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

NAY: None

ABSTAIN: None

25. Consider Bid(s):

- a. Alice, Fay, Edwards & Pesotum Street Water Line Replacement (Award)

Director of Engineering Seth Barkhimer announced that three (3) bids were received. Staff recommends awarding the base bid to Davenport Construction of Edmond, Oklahoma for the total amount of Two Million Four Hundred Sixteen Thousand Twenty-Four Dollars (\$2,416,024.00).

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to award the Alice, Fay, Edwards & Pesotum Street Water Line Replacement to Davenport Construction for the amount of Two Million Four Hundred Sixteen Thousand Twenty-Four Dollars (\$2,416,024.00). Motion carried 6-0-0.

AYE: Sehorn, Rutherford, Mathews, Engles, Frazier, Bolt

NAY: None

ABSTAIN: None

26. Acknowledge Monthly Sales Tax and Budget Reports.

Assistant Finance Director Courtney Conrad reported sales tax collections are up One Million Seven Hundred Twenty-One Thousand One Hundred Thirty-Eight Dollars (\$1,721,138.00) or Five Point Eight Six Percent (5.86%), over the projected budget year-to-date. She stated that use tax collections are up approximately Six Hundred Twenty Thousand Nine Hundred Twenty-Six Dollars (\$620,926.00) or Sixteen Point Four Seven Percent (16.47%), above the projected budget year-to-date.

27. Administrative Report(s):

- a. Ongoing Public Review of Unified Development Code - Rian Harkins, Community Development Director

Community Development Director Rian Harkins provided a presentation on the Ongoing Public Review of Unified Development Code. Topics discussed included:

- Website Use Guide
- Next Steps

- b. Upcoming Civic Engagement Sessions for Draft 2024-2028 Strategic Plan - Andrea Weckmueller-Behringer, City Manager

City Manager Andrea Weckmueller-Behringer provided a presentation on the Upcoming Civic Engagement Sessions for Draft 2024-2028 Strategic Plan. Topics discussed included:

- Share Your Insight (upcoming dates)
- Explore Major Goals (Ranked)
- Going from the 2023 Community Survey to the Visioning Retreat to the 5-Year Strategic Plan with your help

28. 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.

29. Commissioners Comments

Commissioner Sehorn commented on the budget, the Capital Improvement Plan, and the sales tax report.

Vice Mayor Rutherford stated this would be his last complete meeting. He thanked everyone for letting him serve the last eight (8) years. He thanked Staff, said a lot of progress has been made, and it has been a privilege to serve.

Commissioner Frazier thanked those that came to the meeting. She also invited everyone to celebrate Juneteenth on June 19, 2024, at 6pm to 8pm by the snow cone stand on South Beard.

Commissioner Engles said this may be her last full meeting if there is no runoff. She expressed her respect and appreciation for Staff.

Commissioner Matthews thanked the Shawnee Police Department and the Shawnee Fire Department for their service.

Mayor Bolt commented on the Shawnee Police Department and Shawnee Fire Department and sales tax. He also provided an explanation on a sewage dump posted on Facebook in the Dunbar Heights neighborhood.

30. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:27 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF YANNAH FRAZIER AS COMMISSIONER OF WARD THREE OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID YANNAH FRAZIER.

WHEREAS, Yannah Frazier served the City of Shawnee as Commissioner of Ward Three from November 20, 2023 through July 15, 2024; and

WHEREAS, the said Yannah Frazier has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Yannah Frazier has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before her; lending her mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, she has been instrumental in the accomplishments of the City that include economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Yannah Frazier for her dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Yannah Frazier for her distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Yannah Frazier with the desire that she shall continue to contribute her talents and energy to the betterment of the City, and that she shall enjoy much happiness, good health and good fortune in the years to come.

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

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

RESOLUTION NO. _____

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF DARREN RUTHERFORD AS COMMISSIONER OF WARD FOUR OF THE CITY OF SHAWNEE, OKLAHOMA; AND VICE MAYOR OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID DARREN RUTHERFORD.

WHEREAS, Darren Rutherford served the City of Shawnee as Commissioner of Ward Four from September 6, 2016 through July 15, 2024; and

WHEREAS, Darren Rutherford served the City of Shawnee as Vice Mayor from July 6, 2020 through July 15, 2024; and

WHEREAS, the said Darren Rutherford has demonstrated to be a person of upright character, a good citizen, a friend to many and a worthy representative of the City of Shawnee; and

WHEREAS, the said Darren Rutherford has helped make many important decisions affecting thousands of lives in this community by taking a positive approach to the many projects set forth before him; lending his mature judgment and experience to those decisions, all the while maintaining a level of unsurpassed integrity; and

WHEREAS, he has been instrumental in the accomplishments of the City that include economic and cultural development, public safety, on-going street improvement programs, and beautification of the community; and

WHEREAS, it is both fitting and proper for this governing body to officially recognize the said Darren Rutherford for his dedicated performance of the duties and responsibilities as a member of the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, that they hereby express their sincere appreciation and gratitude to Darren Rutherford for his distinguished service to the City of Shawnee.

BE IT FURTHER RESOLVED that this Resolution be spread upon the official records of the City of Shawnee, Oklahoma, and that a copy hereof be presented to Darren Rutherford with the desire that he shall continue to contribute his talents and energy to the betterment of the City, and that he shall enjoy much happiness, good health and good fortune in the years to come.

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

ATTEST: (SEAL)

ED BOLT, MAYOR

LISA LASYONE, MMC, CITY CLERK

COUNTY ELECTION BOARD STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

Chris Odneal

Is elected to the office of

City of Shawnee Commissioner Ward 3

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 24th day of June, 2024.



Patricia Carter

Secretary, Pottawatomie County Election Board

COUNTY ELECTION BOARD STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

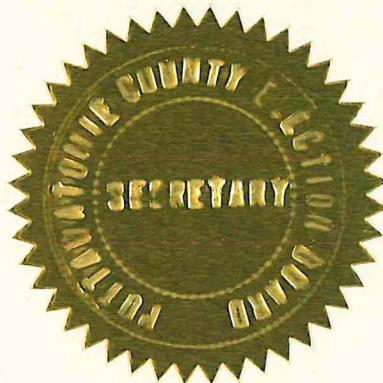
Pursuant to the Constitution and Statutes of the State of Oklahoma,
the County Election Board certifies that

Ashley Fichtner

Is elected to the office of

City of Shawnee Commissioner Ward 4

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 24th day of June, 2024.



Patricia Carter

Secretary, Pottawatomie County Election Board

PLANNING COMMISSION MINUTES

DATE: June 5, 2024

MINUTES

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on June 5, 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, Porter, Hayes, Barrett, Reese

Absent: Hembree

Item 1. Nominations and Elections for Chair and Vice-Chair (2 year terms)

Chair Reese opened the floor to nominations for chair, Johnson nominated Barrett, Porter seconded the nomination. Chair Reese closed the nominations and called for a vote.

Aye: Reese, Johnson, Hayes, Barrett, Porter

Chair Reese called for nominations for vice-chair. Johnson nominated Reese, seconded by Porter. Reese nominated Johnson, seconded by Barrett. Chair Reese closed the nominations.

Voting was unanimous for Johnson.

Item 2. Consideration of approval of the minutes from the special call meeting on May 8, 2024. Chair Reese asked for questions or corrections to the minutes.

Commissioner Johnson made a motion to **Approve** the minutes as presented, which Commissioner Barrett seconded. Motion **passed 5-0-0.**

Aye: Hayes, Johnson, Barrett, Reese, Porter

Nay: None

Abstain: None

Item 3. Case Number: FPL01-24 Consideration of a request for a Final Plat for Adcock Addition

The subject property is approximately 28.7 acres and is located northwest of the intersection of E. 45th Street and N. Harrison Avenue. The property is currently zoned A-1 (Rural Agricultural District). This Preliminary Plat application was associated with two (2) rezoning applications, RZ12-23 and RZ13-23. Those applications are subsequently withdrawn by the applicant but will likely be resubmitted sometime in the future. The requested zoning districts are C-3 (Highway Commercial District) and I-1 (Limited Light Industrial District). The proposed commercial subdivision has five (5) lots in this first phase..

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer and Fire Marshall voiced no concern with the Final Plat as submitted.
- Applications to rezone the property are forthcoming.

Alternatives:

- Recommending Approval of Case No. FPL01-24, for the Final Plat, Adcock Addition, as requested by the applicant.

- Recommending Approval of Case No. FPL01-24, for the Final Plat, Adcock Addition, with additional conditions as approved by the Planning Commission.
- Recommending Denial of the application for Case No. FPL01-24
- Recommending Deferral of Case No. FPL01-24 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 **FPL01-24** for the Final Plat, Adcock Addition.

Commissioner Porter made a motion to recommend the **APPROVAL** of Case No. PPL02-24, which Commissioner Johnson seconded.

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

Aye: Reese, Johnson, Barrett, Porter, Hayes

Nay: None

Abstain: None

It was noted the application would be on the agenda of the City Commission at its regular meeting on June 17, 2024, at 6:00 p.m.

Item 4. Case Number: **RZ02-24** Public hearing and consideration of a request to rezone from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District).

The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. The request is to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). This property was rezoned from Agricultural zoning to C-3 in the summer of 2022 (RZ09-22). This rezoning is the first step to bring the property into compliance. An application for a Conditional Use Permit (CUP02-24) to allow one (1) Accessory Dwelling Unit (ADU) on the property is being concurrently processed.

The subject property is zoned C-3 (Highway Commercial District). The properties surrounding the subject property to the east, south, and west are zoned A-1 (Rural Agricultural District). To the north, across W. Farrall Street, the land is zoned I-2 (Light Industrial District). To the northeast and further east is land zoned R-3 (Multifamily Residential District).

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

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is near R-3 zoning on W. Farrall Street and N. Kennedy Avenue.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ02-24 to rezone from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District) as requested by the applicant.
- Recommending Denial of the application for RZ02-24 to rezone the subject property.
- Recommending Deferral Case No. RZ02-24 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 **RZ02-24** to rezone the subject property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District).

Chair Reese opened the public hearing.

Rick Young, Ward 3 resident, spoke against the rezoning request.

Kaye Steele, applicant, spoke about trying to sell the property, that the sheds being used for AirBnB rentals had been removed, and the property's history. She then asked for a delay based on the upcoming auction date.

Community Development Director Harkins recommended a 90 deferral of the item.

Commissioner Porter made a motion to recommend the **DEFERRAL** of Case No. RZ02-24 to the September 4, 2024, which Commissioner Johnson seconded.

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

Aye: Reese, Johnson, Barrett, Porter, Hayes

Nay: None

Abstain: None

Item 5. Case Number: CUP02-24 Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU).

The subject property is located at 1303 W. Farrall Street and contains approximately 38 acres. This Conditional Use Permit (CUP) application is being concurrently processed with a request to rezone the property from C-3 (Highway Commercial District) to R-3 (Multifamily Residential District). The rezoning application (RZ02-24) is the first step to bring the property into compliance. A Conditional Use Permit (CUP) is required to allow one (1) Accessory Dwelling Unit (ADU) on the property.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, Section 22-291. Table 22-291. Permitted uses in Residential Zoning Districts. The table indicates that in zoning district R-3, the use of an "Accessory Dwelling Unit (ADU) to a single-family residential" (use) is permitted subject to acquiring a Conditional Use Permit (CUP).

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

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is concurrently applying to rezone to R-3 (Multifamily Residential District).
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for ADUs per Section 22-297.8 of the Zoning Code are required conditions

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission APPROVAL of CUP02-24 to locate one (1) Accessory Dwelling Unit (ADU) at 1303 W. Farrall Street 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.
- Adherence to Section 22-297.8 of the Shawnee Zoning as follows:

(8) Accessory dwelling units (ADUs). Accessory dwelling units are designed to allow for a secondary residence which is attached to the main structure or over a current detached garage. The intent of this regulation is to allow additional options for homeowners in relation to allowing family members or renters housing while still maintaining a neighborhood feel. In addition to a conditional use permit, accessory dwelling units must also meet the following criteria:

- a. The property owner must reside in either the principal structure or the ADU.
- b. Only one ADU is allowed per lot in conjunction with a single-family house. ADUs are not allowed in conjunction with duplexes, triplexes or multifamily dwelling units.
- c. An instrument shall be recorded with the register's office covenanting that the structure is being established as an accessory dwelling unit and may only be used under the conditions expressed herein.
- d. The ADU may only be located in the established rear yard.
- e. The living space of the ADU shall not exceed 900 square feet.
- f. The footprint of a single story detached accessory dwelling shall not exceed 50 percent of the first floor area of the principal structure.
- g. The footprint of a two-story detached accessory dwelling shall not exceed 40 percent of the first floor of the principal structure.
- h. ADUs with a second story dwelling unit shall enclose the stairs interior to the structure.
- i. The ADU shall be of similar style, design and material color and used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.
- j. A home occupation shall not be based out of the ADU.
- k. The ADU must provide, at minimum, one off-street parking space.
- l. A separate driveway providing exclusive access to the ADU from a road shall not be allowed unless problematic, lot-specific circumstances exist which requires approval from the director.
- m. The lot area shall be larger than 10,000 square feet.

Options:

- Recommending Approval of Case No. CUP02-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Recommending Denial of the application for CUP02-24.
- Recommending Deferral Case No. CUP02-24 with a request for additional and specific information to a certain date.

Community Development Director Harkins recommended, in light of the previous item, that the Planning Commission DEFER this item to the September 4, 2024 meeting.

Commissioner Barrett made a motion to recommend the **DEFERRAL** of Case No. RZ02-24 to the September 4, 2024, which Commissioner Johnson seconded.

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

Aye: Reese, Johnson, Barrett, Porter, Hayes

Nay: None

Abstain: None

Item 6. Community Development Update

Commissioner Hembree arrived officially at 1:52pm

Community Development Director Harkins advised the Planning Commission that the final vacancy on the Planning Commission will likely be filled in June. Interviews for the two vacant staff positions will be underway shortly. CDBG housing rehabilitation projects continue. Public meetings/focus groups for the proposed Unified Development Code will be coming up soon. Lastly, Harkins stated that an application for the "Safe Streets and Roads for All" program had been approved and staff will be working with USDOT to begin the grant award approval process soon.

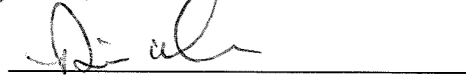
Item 6. Planning Commissioners' Comments

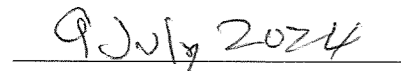
Commissioners expressed a warm welcome to the two new members of the Planning Commission, the Shawnee High School track team for their performance at the state tournament and expressed excitement for the ongoing and upcoming projects.

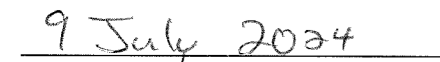
Item 7. Adjournment

The meeting adjourned at **2:03 p.m.**


Chair/Vice-Chair


Community Development Director


Date


Date

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

APRIL 18, 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, April 18, 2024 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 10:20 A.M. on April 17, 2024. Vice Chairperson Lankford presided and called the meeting to order. Upon roll call, the following members were in attendance.

Absent
Chairperson

Sherry Lankford
Vice Chairperson

Zach Foster
Committee Member

Kerri Keck
Committee Member

Sue Nelson
Committee Member

Vickie Winters
Committee Member

Absent
Commissioner/Committee Member

ABSENT: Chad Payn and Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the March 21, 2024 regular meeting.

A motion to approve the March 21, 2024 minutes was made by Vickie Winters. A 2nd was made by Zach Foster. Motion carried 4-0.

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

Nay: None

2. Staff Reports

1. We continue to have great attendance at our fitness classes.
2. We will be hosting Tech Tuesday's for Seniors to visit with a student to help answer any questions they may have regarding cell phones and devices.
3. Currently, we have 2 Rec. Aide positions open, and we are still taking applications for the Special Events & Volunteer Supervisor.
4. Health Week is May 27th - June 1st. There will be special activities at the

Senior Recreation Center on May 29th for National Seniors Health & Fitness Day.

5. Girl Scouts accepted the Arbor Day Proclamation at the last Commission meeting.

6. All park bathrooms are open with some warranty work ongoing, roof replacement at the Senior Recreation Center is almost complete.

7. Crews have started mowing the parks and some of the old slides have been replaced at Dean Weigant Park.

8. We are still looking for youth volunteers for Splash and need 10-12 more lifeguards.

3. Consideration of Bell Street Beautification

Committee discussed the weather for April 20, 2024, and due to rain in the forecast, decided to cancel the Special Call Meeting for that day and will now only have 3 committee members plant flowers on Friday, April 19th at 4:00 P.M.

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

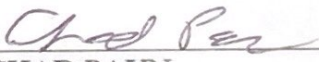
We had no citizen participation at this meeting.

5. Committee Comments

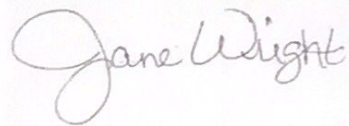
The committee discussed the county awarding the town of McLoud funding for their Friends of the Park program. In summary, the committee would like to add an item to the May agenda to discuss possibly applying for county funds to renovate parks in Shawnee.

6. Adjournment

A motion to adjourn was made at 4:36 P.M. by Kerri Keck. A 2nd was made by Vickie Winters.


CHAD PAYN
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY



06/01/2024 - 06/30/2024

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/28/2024	RIDERS IN THE SKY LLC dba KUSH GARDENS	Check	3409	1,500.00
6/28/2024	RIDERS IN THE SKY LLC dba KUSH GARDENS	Check	3408	1,500.00
6/28/2024	SELECT SERVICE ELECTRIC	Check	3407	75.00
6/27/2024	TASTY SNOW TRAILER	Check	3404	50.00
6/27/2024	MICHAEL & MEG VORNDRAN	Check	3401	15.00
6/27/2024	UNITED DYNAMICS, INC	Check	3400	15.00
6/27/2024	ROWAN C RENNIE	IBX CC	3405	15.00
6/27/2024	SKIPPER AND SONS ELECTRIC, INC	IBX CC	3402	75.00
6/27/2024	\$ - AIR COMFORT SOLUTIONS	IBX CC	3406	75.00
6/27/2024	TRICIA AND TIM MULLINS	IBX CC	3399	25.00
6/27/2024	GARY BARNETT DIRT CONTRACTING INC	IBX CC	3403	75.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/26/2024	HAC, INC dba HOMELAND STORE #196	Cash	3395	450.00
6/26/2024	HAC, INC dba HOMELAND STORE #198	Cash	3394	450.00
6/26/2024	NICHOLAS LUCAS	IBX CC	3398	15.00
6/26/2024	CERVANTES ELECTRIC	IBX CC	3393	100.00
6/26/2024	ALDI (TEXAS) LLC	IBX CC	3396	15.00
6/26/2024	ANYTIME INC	IBX CC	3397	100.00
6/25/2024	LUCKY S CREATIONS	Cash	3387	50.00
6/25/2024	DOLGENCOR P, LLC	IBX CC	3389	450.00
6/25/2024	DOLGENCOR P, LLC	IBX CC	3390	450.00
6/25/2024	DOLGENCOR P, LLC	IBX CC	3391	450.00
6/25/2024	DOLGENCOR P, LLC	IBX CC	3392	450.00
6/25/2024	GENERAL LIGHTING & SIGN	IBX CC	3388	75.00
6/24/2024	SPARKS HEATING & AIR	Check	3383	75.00
6/24/2024	JANICE DOERGE	Check	3382	792.00
6/24/2024	WEC ELECTRICAL CONTRACTO RS, INC	Check	3381	75.00
6/24/2024	AIRBENDERS HEAT & AIR	IBX CC	3385	100.00
6/24/2024	IBC	IBX CC	3386	75.00
6/24/2024	TD HEAT N AIR	IBX CC	3384	100.00
6/21/2024	MULLIN PLUMBING	IBX CC	3379	75.00
6/21/2024	CARLA N HARRIS	IBX CC	3380	30.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/20/2024	QUALITY PLUMBING	Cash	3377	75.00
6/20/2024	PHI PLUMBING CO, LLC	IBX CC	3376	75.00
6/20/2024	CURTIS P MOBLY	IBX CC	3374	15.00
6/20/2024	PHI PLUMBING CO, LLC	IBX CC	3375	75.00
6/20/2024	KELVIN ELECTRIC	IBX CC	3373	100.00
6/20/2024	J&J DOZER SERVICE INC	IBX CC	3378	75.00
6/18/2024	\$ - DAVIS HEAT & AIR	Check	3372	75.00
6/18/2024	HENRY BUSCH INC	IBX CC	3371	75.00
6/18/2024	BENS ELECTRIC LLC	IBX CC	3370	75.00
6/17/2024	CHELLE BELLES ICE CREAM	Cash	3369	50.00
6/17/2024	SOWDER HEATING & AIR	Check	3368	75.00
6/17/2024	\$ - JEFFS PLUMBING	IBX CC	3367	100.00
6/13/2024	ROBERT JONES ELECTRIC	IBX CC	3366	100.00
6/13/2024	AIR COMFORT SOLUTIONS	IBX CC	3365	75.00
6/12/2024	JK MORGAN CO	IBX CC	3364	100.00
6/11/2024	LORA DAVIS & JAMES HUNTER	Check	3360	792.00
6/11/2024	ABOVE ALL PLUMBING INC	IBX CC	3359	75.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/11/2024	ROGERS MECHANICAL CONTRACTORS, LLC	IBX CC	3361	100.00
6/11/2024	ROGERS MECHANICAL CONTRACTORS, LLC	IBX CC	3362	100.00
6/11/2024	\$ - BRIAN EUGENE HUGHES	IBX CC	3363	792.00
6/10/2024	SHAWNEE ELECTRIC	Check	3358	75.00
6/10/2024	JACK'S ICE CREAM INC	Cash	3357	50.00
6/10/2024	EPPERSON ELECTRIC	IBX CC	3356	100.00
6/7/2024	AMERICAN STORM SHELTER	IBX CC	3355	75.00
6/6/2024	LONNIE M COX	Check	3354	792.00
6/6/2024	GALAXY DISTRIBUTION DBA TRUE WIRELESS	Check	3353	50.00
6/6/2024	GALAXY DISTRIBUTION DBA TRUE WIRELESS	Check	3352	50.00
6/6/2024	WILD BREW COFFEE CO, LLC	IBX CC	3350	50.00
6/6/2024	ROBERT'S PLACE ON WHEELS	IBX CC	3351	50.00
6/5/2024	RENEE BYKERK	Cash	3349	792.00
6/4/2024	ON POINT PLUMBING LLC	Check	3348	100.00
6/4/2024	2H REFRIGERATION	Check	3347	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/4/2024	\$ - RICK AUSTIN	Check	3346	30.00
6/3/2024	\$ - TJ MAXX #1433	Check	3345	15.00
6/3/2024	ALARM SERVICES	Check	3344	15.00
6/3/2024	BENJAMIN WILLIAMS	Check	3343	792.00
6/3/2024	SAM VASQUEZ	Check	3342	15.00
6/3/2024	CATALYST MECH & ELEC LLC	Check	3341	75.00
6/3/2024	\$ - BENJAMIN WILLIAMS	Check	3340	792.00
6/3/2024	RAYMOND BURRELL	Check	3339	792.00
6/3/2024	RAYMOND & JENNIFER BURRELL	Check	3338	792.00
				16,398.00

Total Records: 72

7/8/2024



Monthly - City Clerk

06/01/2024 - 06/30/2024

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20241004	6/27/2024	B - Accessory Structure	1830 N UNION AVE	FABOR OROSCO	NEW CONSTRUCTION	1,850	240	\$55.50
20240993	6/26/2024	B - Accessory Structure	1213 MARK ST	EAST TEXAS CARPORTS	NEW CONSTRUCTION	8,860	600	\$132.00
20240976	6/25/2024	B - Accessory Structure	31410 BROWN RD	JEFF AND JENNY DILBECK	OUT HOUSE	500	30	
20240964	6/24/2024	B - Accessory Structure	32105 HOMER LANE RD	DANNY AND KAREN WRIGHT	STORAGE SHED	3,000	160	
20240915	6/14/2024	B - Accessory Structure	1609 N UNION AVE	LEGENDARY CONSTRUCTION AND LANDSCAPING LLC	CARPORT AND PERGOLA	30,000	1,168	\$252.70
20240883	6/10/2024	B - Accessory Structure	2300 CROOKED OAK CT	OTHEAL H ELMORE	accessory structure / building	4,000	160	
20240975	6/25/2024	B - Commercial - New	4218 N HARRISON AVE	FUTURE COMMERCIAL		0	0	
20240950	6/20/2024	B - Commercial - New	42305 WESTECH RD	AC OWEN CONSTRUCTION	NEW CONSTRUCTION	15,000,000	136,320	\$35,484.50
20240982	6/20/2024	B - Commercial - Remodel	1700 W INDEPENDENCE ST	SAGEMILL CONSTRUCTION, LLC	REPLACE - TORNADO DAMAGE	0	200	
20240981	6/25/2024	B - Commercial - Remodel	1049 VISION BLVD STE 100	BONRAY SHAWNEE LLC	TENANT FINISH OUT	2,500	1,108	\$281.50
20240974	6/25/2024	B - Commercial - Remodel	4153 N HARRISON AVE	JAKE CLANIN	remodel	0	4,320	
20240960	6/21/2024	B - Commercial	4832 MARKETPLACE	KCS GENERAL CONTRACTORS	TENANT FINISH OUT	244,000	1,906	\$481.00

		- Remodel	BOULEVARD SUITE 400					
20240939	6/18/2024	B - Commercial - Remodel	325 N BROADWAY	VISION CONSTRUCTION	REMODEL	20,000	50	\$29.50
20240899	6/12/2024	B - Commercial - Remodel	405 W DILL ST	WYNN CONST	REMODEL	1,800,000	51,249	\$12,816.75
20240898	6/12/2024	B - Commercial - Remodel	1831 N AIRPORT RD	WYNN CONST	EARLY CHILDHOOD CENTER	600,000	60,151	\$15,042.25
20240893	6/11/2024	B - Commercial - Remodel	506 S BEARD AVE	altruistic farmstead	remodel	1,200	15	\$29.50
20240861	6/5/2024	B - Commercial - Remodel	3962 N KICKAPOO AVE	BL COMPANIES % KATIE DEWAR	REMODEL	50,000	3,638	\$158.25
20240860	6/5/2024	B - Commercial - Remodel	604 KICKAPOO SPUR	DEMPSEY TEMPLETON	REMODEL	0	0	\$29.50
20240859	6/5/2024	B - Commercial - Remodel	603 W INDEPENDENCE	DEMPSEY TEMPLETON	REMODEL	0	0	\$29.50
20240847	6/3/2024	B - Commercial - Remodel	522 W SARATOGA	ANDY MCCASLIN	REMODEL	286,884	51,000	\$29.50
20240953	6/21/2024	B - Residential - New	3 ROLLING HILLS DR	BRUCE JOHNSON	NEW CONSTRUCTION	185,719	1,985	\$1,151.31
20240952	6/21/2024	B - Residential - New	1 ROLLING HILLS DR	BRUCE JOHNSON	NEW CONSTRUCTION	185,719	1,985	\$1,151.31
20240937	6/18/2024	B - Residential - New	1401 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,947	\$1,143.24
20240936	6/18/2024	B - Residential - New	1403 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	1,967	\$1,147.49
20240935	6/18/2024	B - Residential - New	1405 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	190,000	2,112	\$1,178.30
20240869	6/6/2024	B - Residential - New	2706 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	200,000	1,776	\$731.90
20240868	6/6/2024	B - Residential - New	2704 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	200,000	1,776	\$1,106.90
20241010	6/28/2024	B -	329 N	STEVEN	RE-PERMIT	89.000	2.678	\$573.58

		Residential - Remodel	AYDELOTTE	MUELLER				
20241005	6/27/2024	B - Residential - Remodel	706 E GRANT	MAC CONSTRUCTION	REMODEL	75,000	1,193	\$258.01
20241000	6/27/2024	B - Residential - Remodel	405 S MINNESOTA	IRYNA KARPENKO	REMODEL-ABETMENT	50,000	1,400	\$29.50
20240972	6/25/2024	B - Residential - Remodel	124 N PESOTUM AVE	ORVILLE BROWN	APRIL 2019 REMODEL	168,000	1,670	\$359.38
20240963	6/24/2024	B - Residential - Remodel	403 N DRAPER	TAILORED ROOFING AND REMODELING	REMODEL	14,361	39	\$29.50
20240938	6/18/2024	B - Residential - Remodel	628 S PHILADELPHIA	VISION CONSTRUCTION	REMODEL	82,000	1,500	\$323.25
20240889	6/11/2024	B - Residential - Remodel	4 DOUG DR	JOHN CAMBELL	REMODEL	20,000	525	\$116.06
20240865	6/5/2024	B - Residential - Remodel	2500 WINGED FOOT WAY	REUBEN PELTIER	ADD ON - GARAGE	48,000	1,014	\$219.98
20240990	6/26/2024	B - Roof Redeck	405 W HIGHLAND ST	TRADEWIND CONSTRUCTION	REDECK	0	0	\$54.50
20240941	6/20/2024	B - Roof Redeck	2701 CROWN POINT	BRENT WHITE	REDECK	0	0	\$54.50
20241006	6/27/2024	B - Solar Panels	3316 N UNION AVE	TRU-FUSE SOLAR	NEW INSTALLATION	11,579	344	\$77.64
20240870	6/6/2024	B - Solar Panels	1112 HYATT CT	ACTS 29 SOLAR & electrical, LLC	NEW INSTALLATION	19,803	317	\$71.86
20240970	6/24/2024	B - Storm Shelter	6208 HIDEAWAY RD	GROUND ZERO SHELTERS, CO	NEW INSTALLATION	3,995	24	\$29.50
20240931	6/18/2024	B - Storm Shelter	1215 CAMBRIDGE DR	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	35	5,600	\$29.50
20240930	6/18/2024	B - Storm Shelter	907 N PENNSYLVANIA	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	35	5,600	\$29.50
20240925	6/18/2024	B - Storm Shelter	722 TERRELL RD	GROUND ZERO SHELTERS CO	32 SF STORM SHELTER	0	0	\$29.50
20240924	6/17/2024	B - Storm Shelter	201 W FEDERAL	ARP EXCAVATION AND SAFE ROOMS LLC	STORM SHELTER	0	0	\$29.50
20240900	6/12/2024	B - Storm Shelter	2701 somerset dr	flatsafe	inground in garage	4,000	0	\$29.50

20240852	6/4/2024	B - Storm Shelter	1928 TWISTED OAK CT	OKLAHOMA SHELTERS	STORM SHELTER	0	0	\$29.50
20240995	6/26/2024	B - Swimming Pool	602 N CENTER AVE	TIMOTHY JON WICKERD	ABOVE GROUND POOL	0	0	\$64.50
20240932	6/18/2024	B - Swimming Pool	4406 LILLY VALLEY	PLEASANT POOLS AND SPAS	NEW INSTALLATION	82,500	420	\$64.50
20241007	6/27/2024	E - Electrical	618 S PARK AVE	R-2 ELECTRIC	METER REHANG	0	0	\$54.50
20240998	6/26/2024	E - Electrical	236 1/2 S DRAPER	WILSON ELECTRIC HEAT AND AIR	STAND UP METER RISER	0	0	\$54.50
20240996	6/26/2024	E - Electrical	1507 HUNTERS RIDGE DR	LARRISON ELECTRIC	GENERATOR	0	0	\$54.50
20240969	6/24/2024	E - Electrical	1015 E MAIN	VAUGHN'S ELECTRIC	NEW SERVICE	0	0	\$54.50
20240966	6/24/2024	E - Electrical	628 S PHILADELPHIA	KELVIN ELECTRIC	TEMP POLE / BCW	0	0	\$79.50
20240947	6/20/2024	E - Electrical	124 N PESOTUM AVE	ALL PHASE ELECTRIC, INC	PERMIT TAKE OVER	0	0	\$54.50
20240945	6/20/2024	E - Electrical	630 W WOOD ST	SOVEREIGN ELECTRIC	REMODEL	0	0	\$104.50
20240944	6/20/2024	E - Electrical	419 N KICKAPOO	AMERICAN AIR CONDITIONING AND HEATING INC	100 AMP PANEL	0	0	\$54.50
20240943	6/20/2024	E - Electrical	325 N BROADWAY	KELVIN ELECTRIC LLC	BCW	0	0	\$54.50
20240928	6/18/2024	E - Electrical	329 N AYDELOTTE	R-2 ELECTRIC INC	NEW SERVICE	0	0	\$54.50
20240927	6/18/2024	E - Electrical	728 N CHAPMAN	BENS ELECTRIC, LLC	REMODEL	0	0	\$104.50
20240920	6/17/2024	E - Electrical	2800 N BRYAN	TANKCO MEP	CHANGING OUT HVAC DISCONNECTS	0	0	\$54.50
20240903	6/13/2024	E - Electrical	125 PINKSTON RD	ROBERT JONES ELECTRIC	MOBILE HOME HOOK UP / WATER WELL HOOK UP	0	0	\$54.50
20240901	6/13/2024	E - Electrical	2202 N AIRPORT RD	RETHFORD ELECTRIC	LIFT STATION POWER RELOCATION	0	0	
20240892	6/11/2024	E - Electrical	500 W UNIVERSITY	MARSH ELECTRIC LLC	REMODEL	0	0	\$104.50
20240891	6/11/2024	E - Electrical	302 E FEDERAL ST	AIR COMFORT SOLUTIONS	NEW SERIVCE	0	0	\$54.50

20240879	6/10/2024	E - Electrical	2508 DEER VALLEY DR	ABOVE ALL ELECTRICAL SOLUTIONS	MOVING SWITCH BOXES. MISC WORK	0	0	\$54.50
20240877	6/10/2024	E - Electrical	121 W 45TH ST SUITE B	EPPERSON ELECTRIC	200 AMP SERVICE	0	0	\$54.50
20240871	6/6/2024	E - Electrical	1112 HYATT CT	ACTS 29 SOLAR AND ELECTRIC	SOLAR	19,803	0	\$54.50
20240858	6/5/2024	E - Electrical	603 W INDEPENDENCE	ABOVE ALL ELECTRICAL SOLUTIONS LLC	SERVICE	0	0	\$54.50
20240850	6/3/2024	E - Electrical	4832 MARKETPLACE BOULEVARD SUITE 300	CATALYST MECH AND ELCTRIC LLC	FINISH OUT	0	0	\$54.50
20240978	6/25/2024	F - Burn	1325 E 42ND	WAYNE CARGILL	BURN PERMIT	0	0	\$29.50
20240923	6/17/2024	F - Burn	1303 W FARRALL	KAYE STEELE	FIRE	0	0	\$29.50
20240917	6/14/2024	F - Burn	16618 STEVENS RD	LINDA AGEE	BURN PERMIT	0	0	\$29.50
20240857	6/5/2024	F - Burn	1 JOHN C BRUTON BLVD	MARK SAUDERS	BURN PERMIT	0	0	\$29.50
20240855	6/4/2024	F - Burn	613 E 10TH ST	KATE JOYCE	BURN PERMIT	0	0	\$29.50
20240986	6/26/2024	F - Hood Suppression System	400 W MACARTHUR ST	ACE FIRE AND SAFETY SERVICES LLC	HOOD SUPPRESSION	0	0	\$104.50
20240983	6/26/2024	F - Hood Suppression System	4785 N HARRISON	ACE FIRE AND SAFETY SERVICES, LLC	HOOD SUPPRESSION SYSTEM	0	0	\$104.50
20241014	6/28/2024	M - Mechanical	1830 N KICKAPOO	LOVES HVAC	CHANGE OUT	0	0	\$54.50
20241013	6/28/2024	M - Mechanical	535 W FEDERAL ST	AIR FORCE 1 AC AND HEATING	CONDENSER REPLACEMENT	0	0	\$64.50
20241009	6/28/2024	M - Mechanical	194 E SHAWNEE MALL DR	EXPERT REPAIR LLC	CHANGE OUT	0	0	\$104.50
20240997	6/26/2024	M - Mechanical	1921 N PARK	AIR COMFORT SOLUTIONS	NEW YSTEM 2.5 TON	0	0	\$54.50
20240992	6/26/2024	M - Mechanical	704 W AYRE	ANYTIME INC	PRESSURE TEST FOR METER RELEASE	0	0	\$54.50
20240991	6/26/2024	M - Mechanical	4712 KELLYE GREEN	AIR COMFORT SOLUTIONS	NEW SYSTEM 5 TON	0	0	\$104.50
20240984	6/26/2024	M - Mechanical	4302 N CHAPMAN AVE	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0	0	\$64.50
20240980	6/25/2024	M - Mechanical	402 S MARKET AVE	AIRCO SERVICE	NEW SYSTEM	0	0	\$64.50

20240977	6/25/2024	M - Mechanical	9 DAKOTA DR	AIR COMFORT SOLUTIONS	NEW SYSTEM 2.5 TON	0	0	\$54.50
20240968	6/24/2024	M - Mechanical	1836 N KICKAPOO AVE	ROBERT AND SONS HVAC	NEW SYSTEM 3.5 TON	0	0	\$54.50
20240967	6/24/2024	M - Mechanical	1310 CHARLES DR	ROBERT AND SONS HVAC	NEW SYSTEM 3.5 TON	0	0	\$74.50
20240957	6/21/2024	M - Mechanical	1801 N BROADWAY	LUCKY DAY HVAC	NEW SYSTEM 5.5 TON	0	0	\$114.50
20240918	6/17/2024	M - Mechanical	2800 N BRYAN	TANKCO MEP	91.5 NEW SYSTEM	0	0	\$1,834.50
20240916	6/14/2024	M - Mechanical	49 TIMBER CREEK DR	SPARKS HEAT & AIR	mini split	2,500	0	\$54.50
20240909	6/14/2024	M - Mechanical	4901 N KICKAPOO AVE, SUITE 4000	WEATHERMAN MECHANICAL INC	REPLACE OF 30 TON PACKAGE UNIT	0	0	\$604.50
20240895	6/11/2024	M - Mechanical	1209 MARK ST	ADVENT HEAT AND AIR	3 TON CONDENSER CHANGE OUT	0	0	\$64.50
20240886	6/11/2024	M - Mechanical	630 W WOOD ST	A TEAM HTG AND COOLING	1.5 NEW SYSTEM	0	0	\$34.50
20240867	6/6/2024	M - Mechanical	1201 INVERNESS	SPARKS HEAT AND AIR	NEW SYSTEM 1 TON	0	0	\$54.50
20240864	6/5/2024	M - Mechanical	4901 N KICKAPOO	SPARKS HEAT AND AIR	NEW SYSTEM	0	0	\$404.50
20240854	6/4/2024	M - Mechanical	600 W INDEPENDENCE ST STE 1100	PINNACLE HEAT AND AIR	RELOCATING DIFFUSERS	0	0	\$54.50
20240851	6/3/2024	M - Mechanical	4832 MARKETPLACE BOULEVARD SUITE 300	CATALYST MECH AND ELCTRIC LLC	FINISH OUT	0	0	\$54.50
20240844	6/3/2024	M - Mechanical	500 W UNIVERSITY	GOFORTH PLUMBING AND MECHANICAL	NEW KITCHEN HOOP AND EXTENDING GREASE DUCT	0	0	\$54.50
20240971	6/24/2024	O - Curb Cut, Driveway and Sidewalk	1901 N KICKAPOO	DAVIDSON CONCRETE CONSTRUCTION	DRIVEWAY	0	0	\$50.00
20240933	6/18/2024	O - Curb Cut, Driveway and Sidewalk	2607 N PARK	ROBERT HALE CONCRETE INC	REPLACE EXISTING	0	0	\$50.00
20240888	6/11/2024	O - Curb Cut, Driveway	1102 N PESOTUM AVE	CHARLES SMITH	DRIVEWAY	0	0	\$54.50

		and Sidewalk						
20241012	6/28/2024	O - Demolition and Moving	1714 N BEARD	NEAL'S LAWN SERVICE LLC	DEMOLITION	0	0	
20241011	6/28/2024	O - Demolition and Moving	639 N HOBSON	NEAL'S LAWN SERVICE LLC	DEMOLITION	0	0	
20240989	6/26/2024	O - Demolition and Moving	1424 W WALLACE ST	MEIER AND SON DEMOLITION LLC	DEMOLITION	0	0	
20240988	6/26/2024	O - Demolition and Moving	1600 W WALLACE ST	MEIER AND SON DEMOLITION LLC	DEMO	0	0	\$54.50
20240965	6/24/2024	O - Demolition and Moving	32105 HOMER LANE RD	SUPERIOR STRUCTURES	MOVING STORAGE BUILDING	0	0	\$50.00
20240962	6/24/2024	O - Demolition and Moving	805 W FEDERAL	TOTAL DEMOLITION SERVICES	BALL FIELDS	0	0	\$50.00
20240948	6/20/2024	O - Demolition and Moving	14002 ACME RD	J&J DOZER SERVICE, INC	DEMOLITION	0	0	\$100.00
20240881	6/10/2024	O - Demolition and Moving	623 S MARKET	WADES SERVICES	DEMO HIRED BY HOMEOWNER	0	0	\$50.00
20240949	6/20/2024	O - Land Disturbance	42305 WESTECH RD	AC OWEN CONSTRUCTION	NEW CONSTRUCTION	0	0	\$50.00
20240994	6/26/2024	O - Paving Cut and Boring	22 E DUNLOUP RD	BLUEPEAK	STREET BORE	0	0	
20240979	6/25/2024	O - Paving Cut and Boring	4700 N KICKAPOO AVE	ARIAS UTILITY LLC		0	0	
20240942	6/20/2024	O - Paving Cut and Boring	707 W SARATOGA ST #B	IN AND OUT PLUMBING LLC	ROAD BORE	0	0	\$60.00
20240896	6/11/2024	O - Paving Cut and Boring		BLUEPEAK	BORE STREET	0	0	
20240887	6/11/2024	O - Paving Cut and Boring	615 N KICKAPOO	SHEPPARD CONCRETE	DRIVEWAY, SIDEWALK, CURB CUT	0	0	\$50.00
20240848	6/3/2024	O - Paving Cut and Boring	2626 N HARRISON AVE	B & H CONSTRUCTION	REPAIR SIDEWALK / CONCRETE	0	0	
20240846	6/3/2024	O - Paving Cut and	749 E INDEPENDENCE	CODE RED UNDERGROUND	BORE	0	0	

		Boring						
20240973	6/25/2024	O - Sign	632 N BROADWAY	SIGN WORKS	FREE STANDING PERMANENT MONUMENT	1,000	24	\$50.00
20240959	6/21/2024	O - Sign	505 W BENEDICT	SIGN FACTORY LLC		0	0	\$50.00
20240955	6/21/2024	O - Sign	2600 N AIRPORT DR	A-MAX SIGN CO., INC	REPLACE EXISTING	68,000	68	\$100.00
20240954	6/21/2024	O - Sign	14002 ACME RD	GALAXIE SIGN CO	NEW INSTALLATION	14,700	122	\$100.00
20240926	6/18/2024	O - Sign	4901 N KICKAPOO	METRO SIGN	NEW INSTALLATION	0	0	\$150.00
20240862	6/5/2024	O - Sign	400 W MACARTHUR ST	REBEL SIGN COMPANY	WALL SIGN ERECT	0	0	\$100.00
20240853	6/4/2024	O - Sign	14106 ACME RD SUITE A	HARD TIMES ROAD SERVICE	2 signs	270	32	\$100.00
20241008	6/27/2024	P - Plumbing	1138 E ALICE ST	1-TOM-PLUMBER		0	0	\$54.50
20241003	6/27/2024	P - Plumbing	403 N DRAPER	ERICS PLUMBING LLC	SHOWER AND FAUCET REPLACEMENT	0	0	\$54.50
20241002	6/27/2024	P - Plumbing	1006 W FEDERAL ST	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20241001	6/27/2024	P - Plumbing	301 W CHICAGO ST	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240999	6/27/2024	P - Plumbing	4153 N HARRISON AVE	ROWDY BOYS PLUMBING	ADD PLUMBING FOR NEW OFFICE	0	0	\$54.50
20240987	6/26/2024	P - Plumbing	1507 HUNTERS RIDGE DR	LIBERTY PLUMBING & GAS	NEW INSTALLATION	0	0	\$54.50
20240985	6/26/2024	P - Plumbing	20 CHEYENNE	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20240961	6/24/2024	P - Plumbing	332 N BRYAN AVE	WAGGONERS HEATING & AIR	Rework of shower valves for replacement	0	0	\$54.50
20240958	6/21/2024	P - Plumbing	1801 N BROADWAY	ROWDY BOYS PLUMBING	REMODEL	0	0	\$54.50
20240956	6/21/2024	P - Plumbing	2615 N KICKAPOO	MULLIN PLUMBING	REPLACE EXISTING	0	0	\$54.50
20240951	6/20/2024	P - Plumbing	640 N BEARD AVE	FIVE STAR PLUMBING	MISCELLANEOUS	0	0	\$54.50
20240946	6/20/2024	P - Plumbing	124 N PESOTUM AVE	QUALITY PLUMBING CO	REMODEL	0	0	\$54.50
20240940	6/20/2024	P - Plumbing	2302 N TUCKER	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50

			AVE					
20240934	6/18/2024	P - Plumbing	35 E 34TH	HUBBARD PLUMBING	NEW INSTALLATION	0	0	\$54.50
20240929	6/18/2024	P - Plumbing	1121 E CHANDLER	MOORE WATER & AIR TREATMENT	NEW INSTALLATION	0	0	\$54.50
20240922	6/17/2024	P - Plumbing	1219 E 10th ST	JEFFS PLUMBING	WATER LINE	0	0	\$54.50
20240919	6/17/2024	P - Plumbing	2800 N BRYAN	TANKCO MEP	GAS TEST	0	0	\$54.50
20240912	6/14/2024	P - Plumbing	803 N HOBSON	COMPLETE PLUMBING	REPIPE	0	0	\$54.50
20240897	6/11/2024	P - Plumbing	611 W FORD	COWBOYS PLUMBING LLC	GAS REPIPE	0	0	\$54.50
20240890	6/11/2024	P - Plumbing	1125 N KICKAPOO	ABOVE ALL PLUMBING	SEWER REPAIR	0	0	\$54.50
20240885	6/11/2024	P - Plumbing	908 1/2 OVERLAND CT	DALES PLUMBING	WATER	0	0	\$54.50
20240884	6/11/2024	P - Plumbing	1731 N LOUISA	DALES PLUMBING	SEWER LINE REPLACEMENT	0	0	\$54.50
20240880	6/10/2024	P - Plumbing	302 W 10TH	DALES PLUMBING	REMODEL	0	0	\$54.50
20240878	6/10/2024	P - Plumbing	630 W WOOD ST	MARTIN FAMILY PLUMBING	SEWER EXTENSION / WATER EXTENSION	0	0	\$54.50
20240876	6/7/2024	P - Plumbing	2508 DEER VALLEY DR	COLE PLUMBING	WATER HEATER CHANGEOUT / MOVE WASHING MACHINE	0	0	\$104.50
20240875	6/7/2024	P - Plumbing	235 E PULASKI	AMPED PLUMBING	FIXTURE service	0	0	\$54.50
20240874	6/7/2024	P - Plumbing	7 CHEVY CHASE	AMPED PLUMBING	FIXTURE service	0	0	\$54.50
20240873	6/7/2024	P - Plumbing	1204 E BRADLEY	AMPED PLUMBING	FIXTURE service	0	0	\$54.50
20240866	6/6/2024	P - Plumbing	418 N MARKET	DALES PLUMBING	WATER SERVICE	0	0	\$54.50
20240856	6/4/2024	P - Plumbing	125 PINKSTON RD	ON POINT PLUMBING LLC	HOOK UP FROM WELL TO HOUSE	0	0	\$54.50
20240849	6/3/2024	P - Plumbing	4007 N CHAPMAN	COMPLETE PLUMBING	WATER HEATER CHANGE OUT	0	0	\$54.50
20240845	6/3/2024	P - Plumbing	500 W UNIVERSITY	GOFORTH PLUMBING AND MECHANICAL	NEW HAND SINK AND FLOOR SINK	0	0	\$54.50
20240902	6/13/2024	PC - Deed Approval	2306 N LEO AVE	JOHN BENJAMIN JACKSON	DEED APPROVAL	0	0	\$25.00

20240872	6/7/2024	PC - Plat - Final	4731 N UNION	MARK W ZITZOW, JOHNSON & ASSOCIATES	FINAL PLAT	0	0	\$231.00
20240894	6/11/2024	PC - Plat - Preliminary	4731 N UNION	MARK W ZITZOW, JOHNSON & ASSOCIATES	PRELIMINARY PLAT	0	0	\$231.00
20240921	6/17/2024	PC - Zoning Change & Conditional Use Permit	502 N AYDELOTTE	CHA INVESTMENTS LLC	CUP	0	0	\$280.00
20240882	6/10/2024	PC - Zoning Variance	2300 CROOKED OAK CT	OTHNEAL & ZELLA ELMORE	VARIANCE	0	0	
20240863	6/5/2024	ZBOA - Conditional Use Permit	16712 MAGNINO RD	LORA DAVIS / JAMES HUNTER	CONDITIONAL USE PERMIT	0	0	\$180.00
								\$84,676.16

Total Records: 162

7/8/2024

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

Date: 07/01/2024	License No.: 6449
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	07/15/2024
Property Address	33700 Post Office Neck
Lake Site Location	Seck Tract, Lot 1
Lease Dates	07/15/2024 - 07/15/2054
Lease Fee	\$792.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Donald Keith & Cynthia Gail Carpenter
Address	36407 Clearpond Ln, Shawnee, OK 74801
Email	keithc@bethelacresfire.org; grand-c_08@hotmail.com
Phone	405.623.5367
Current Lessee (Transfer From)	
Name(s)	Dustin C Bodkin
Address	44649 Cemetery Rd, Maud, OK 74854
Email	darcibodkin@yahoo.com
Phone	405.777.6055
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	07/02/2024
Miscellaneous Comments	Transfer Fee - \$1000 Inspection Fee - \$75.00 2024 Lease Fee - \$792.00
Fees Collected	\$1292.00 - Ck 5373 - \$575.00, Ck 2878 - \$1292.00



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 # 6449 TRACT NAME Seck LOT # 1

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 07/15/2024 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DONALD KEITH & CYNTHIA GAIL CARPENTER,
36407 CLEARPOND LN
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:

33700 POST OFFICE NECK

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

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

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

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

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

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

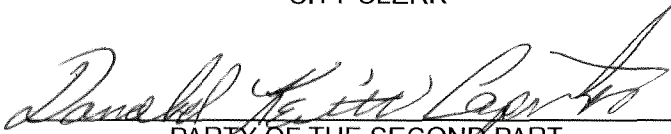
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART


PARTY OF THE SECOND PART

SW/4
NE/4

LOCATION MAP
POTTAWATOMIE COUNTY, OK

T 10 N

SHEET 9

14

R 2 E

N

A location map of Pottawatomie County, Oklahoma, enclosed in a rounded rectangular border. The map shows a grid of sections. Township 10 North is labeled on the left, and Range 2 East is labeled at the bottom. A specific section is highlighted with a cross-hatch pattern and labeled '14'. A line points from the text 'SHEET 9' to this section. A north arrow is located on the right side of the map.

FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1,
PHASE 2

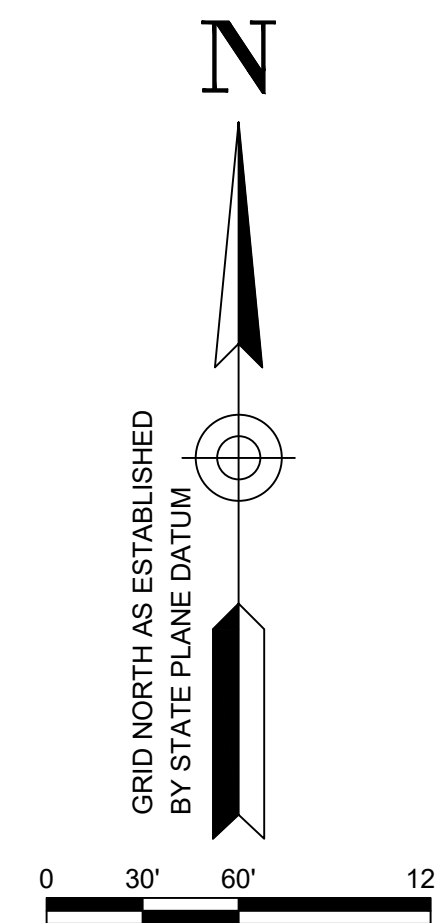
BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, 1.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE

FIELD DATE: XX/XX/24	SURVEY BY: TJW
FINAL DATE: XX/XX/24	DRAWN BY: TJW
SCALE: 1"=60'	REVIEWED BY: SDG

ELS JOB NUMBER: 2023.47

SHEET
9 OF 14



-----Original Message-----

From: Ray Chidester <kraychid@icloud.com>

Sent: Tuesday, June 4, 2024 11:58 AM

To: Sandi Rehagen <Sandi.Rehagen@shawneeok.org>

Subject: [EXTERNAL EMAIL]15508 Nickens Rd

"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."

Ellen Chidester passed away in 2021. I brought a copy of her death certificate to the planning office. The lease at 15508 Nickens Rd. will not be renewed. Thank you.

NOTICE: CONFIDENTIAL AND PRIVILEGED COMMUNICATION: The information in this electronic mail, including any attachments, is sent by or on behalf of an attorney and is intended to be confidential and for the use of the intended recipient only. The information contained in this transmission and any attached documents or previous emails may be protected by the attorney-client privilege, work product doctrine, or otherwise legally privileged. If the reader of this message is not the intended recipient, you are notified that the retention, use, dissemination, distribution, or copying of this message or any attachment hereto is strictly prohibited. Interception of electronic mail is a crime pursuant to the Electronic Communications Privacy Act, 18 U.S.C. Sections 2510-2521 and 2107-2709. If you received this electronic mail in error, please notify us immediately by reply and destroy the original transmission and its attachments without reading them or saving them to disk.

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: RE: Zach Foster resignation.
Date: Thursday, July 11, 2024 7:46:14 AM

Dear Ed, I am moving out of town and need to resign from Park and Rec
Thanks Zach Foster



EB



Ed >

Today 3:22 PM

I knew this was coming:

Dear Ed,
I am sad to be resigning my
board position effective
immediately from the
Shawnee Public Library, due
to my family is relocating to
Ada. I have enjoyed my time
and I look forward to hearing
about the great things that
continue at the library.
Thank you,
Kim Paxson

We will add this to the July
agenda.

Delivered Quietly

Ed has notifications silenced

[Notify Anyway](#)



iMessage





APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Amber Mitchell</u>	Application Date: <u>6/18/2024</u>
Address: <u>2660 Legacy Place</u>	Date of Birth: <u>7/22/1983</u>
Mailing Address: <u>2660 Legacy Place, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-830-4475</u>	Email: <u>amber.mitchell3@ouhealth.com</u>
Profession: <u>Healthcare Director (current role: Director of Patient & Family Experience)</u>	
Business Name: <u>Oklahoma Children's Hospital OU Health</u>	
Business Address: <u>1200 Children's Avenue, OKC, OK 73104</u>	
Business Phone: <u>405-249-6113</u>	Email: <u>amber.mitchell3@ouhealth.com</u>

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

How many years have you lived in Shawnee? 33 (entire life except for 2004-2012)

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 believe in the mission of the Library and see the wonderful things it offers to our community. Literacy and fostering a love of learning in children and adults helps make our community stronger.

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

I have served on several boards of directors over the years (Family Promise, Wesley United Methodist Church, Grove Parent Teacher Organization, and Junior Service League); I have creative ideas and lifelong relationships within the Shawnee community.

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

Board Member - Gateway to Prevention & Recovery (term began July 2022); Junior Service League of Shawnee - on Longevity year (final "active" year and then will be sustaining member; serving since 2015)

List education, including degree(s) earned:

Master of Business Administration (2013); Bachelor's of Science in Nursing (2023); Bachelor's of Arts in Spanish Education (2006); Associate's of Science in Nursing (2013); Associate's of Arts in Spanish (2004)

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
Kimberly Paxson	sister, current Library board member	405-830-4474
Jon Greenwood	professional, Gateway CEO	405-570-1854
Todd Kinnamon	friend	405-788-5860

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 Amber L Mitchell Date June 18, 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



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Lisa Watson</u>	Application Date: <u>6/17/2024</u>
Address: <u>1011 Burning Wood Drive, 74804</u>	Date of Birth: <u>5/20/1969</u>
Mailing Address: <u>1011 Burning Wood Drive, 74804</u>	
Daytime Phone: <u>405-432-8757</u>	Email: <u>lwatson@gatewaytoprevention.org</u>
Profession: <u>(Substance Abuse) Prevention Specialist</u>	
Business Name: <u>Gateway to Prevention and Recovery</u>	
Business Address: <u>33601 W. 45th Street, Shawnee, OK 74804</u>	
Business Phone: <u>405-432-8757</u>	Email: <u>lwatson@gatewaytoprevention.org</u>

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

How many years have you lived in Shawnee? 26 years

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?

Some of my fondest memories are taking field trips to the public library at a very young age. Although I loved to read and check out a favorite book, they also had a variety of events that were so exciting to attend! I want this continued experience for all future generations!

Revised August 1, 2023

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

I have a passion for learning and books and library events are ways to offer this to the community at no cost to them.

Because I serve on several boards we could join resources and reach even more people. I always love seeing the library booth at community events!

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

Cops N Kids, CTSA Policy Council, OSU Extension Pottawatomie County Advisory Board, Native Homeless Alliance

Gordon Cooper Technology Early Care and Education Advisory Board, Community Block Leader

List education, including degree(s) earned:

Masters of Science in Family and Child Development

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? yes.

If so, please explain:

Personal-30 years ago....spouse was unemployed for a short time due to injury

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Jon Greenwood	CEO, Gateway to Prevention and Recovery	405-570-1854
Clint Dawkins	Pastor, Sharon Baptist Church	405-620-1125
Beth Lyle	Branch Manager, Tecumseh Pioneer Library	405-598-5955

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 Lisa Watson

Date 6/17/24

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

Revised August 1, 2023



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Robert Dale Hoover Jr</u>	Application Date: <u>06/14/2024</u>
Address: <u>14 Robby Road Shawnee, OK 74804</u>	Date of Birth: <u>11/21/1978</u>
Mailing Address: <u>14 Robby Road Shawnee, OK 74804</u>	
Daytime Phone: <u>405-923-6634</u>	Email: <u>firehv10@att.net</u>
Profession: <u>Supervisor DCC Grid Operations</u>	
Business Name: <u>OG&E</u>	
Business Address: <u>3220 South High Ave Oklahoma City, OK 73129</u>	
Business Phone: <u>405-553-8377</u>	Email: <u>hooverrd@oge.com</u>

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

How many years have you lived in Shawnee? 16 Years

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?
Serving on either of these boards would allow me the opportunity to give back to the citizens of Shawnee and
and surrounding communities. Shawnee has continued to grow and shine as it evolves to the current changes in society.

Revised August 1, 2023

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?

Throughout my years I have served as President, Vice-President, Chair and Co-Chair of many booster clubs, state wide professional organizations such as Oklahoma Animal Control Association and the United Way of Central Oklahoma.

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

Serve as United Way Co-Chair for Allocation Sub-Committees, Assist with the MPACT Baseball organization as a logistics team and treasurer of the 12U Boy baseball team. Also any other Volunteer Opportunities that OG&E asks of us.

List education, including degree(s) earned:

Associates of Science- Enterprise Development - OSU-OKC,
1997 High School Graduate McLoud High School

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? Yes

If so, please explain:

Personal Bankruptcy in 2005. Had to take a less paying job due to facility I was working for was closing doors.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Rachel Davis	Co-Worker	405-503-6660
Jeanne Troxel	Friend	405-370-4405
Bathsheba Cantrell	Co-Worker	405-315-5803

PLEASE READ CAREFULLY:

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

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

Signature



Date

6-14-24

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

Revised August 1, 2023

Robert Dale Hoover Jr

14 Robby Road Shawnee, OK 74804

Cell# 405-923-6634

Firehv10@att.net

hooverrd@oge.com

June 14th, 2024

Mayor Ed Holt
City of Shawnee
Shawnee, Ok 74804
405-878-1601

Dear Mayor Ed Holt,

I am writing to express my sincere interest in serving on the board of either the Shawnee Arts and Culture Commission, Civic and Cultural Development Authority, or the Urban Renewal Authority. As a passionate advocate for community engagement and social change, I am thrilled at the opportunity to contribute my skills and dedication to a cause that aligns so closely with my values.

Having actively volunteered in various community organizations for the past 20 years, I have developed a deep understanding of the challenges faced by marginalized populations and the importance of fostering a sense of belonging and support. Through my experiences, I have honed my ability to connect with individuals from diverse backgrounds and create meaningful relationships built on trust and empathy.

What excites me most about serving on either of these boards is the opportunity to give back to our communities and support the growth of our city for the future with our evolving society. I firmly believe that by working together, we can make a lasting impact on our city and surrounding communities now and in the future.

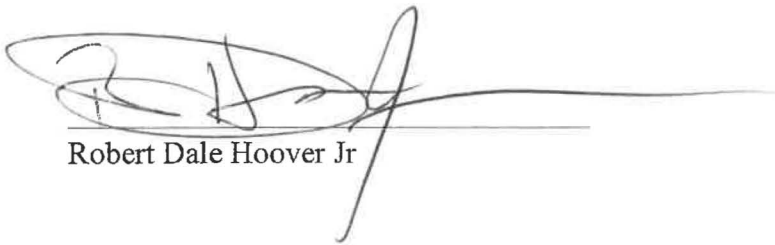
In my previous volunteer roles, I have successfully organized and led many community events and fundraisers as well as re-built small non-profit charitable organizations into flourishing non-profit organizations. These experiences have equipped me with strong communication, problem-solving, and organizational skills, which I believe will be invaluable in effectively engaging with the community and driving positive change.

I am particularly drawn to City of Shawnee's focus on collaboration and teamwork. I thrive in environments where individuals come together to share ideas, leverage their strengths, and work towards a common goal. I am confident that my ability to foster a sense of unity and cooperation will contribute to the vibrant and supportive community that Shawnee aims to create.

In closing, I would like to reiterate my enthusiasm for either of the Shawnee Board opportunities. I am eager to bring my passion, skills, and dedication to this role and make a meaningful difference in the lives of those we serve.

Thank you for considering my application.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Dale Hoover Jr.", is written over a horizontal line. The signature is stylized with a large, looping initial "R" and a long, sweeping horizontal stroke extending to the right.

April 30, 2024

Honorable Mayor and Members of the City Council
City of Shawnee
PO Box 1448
Shawnee, OK 74802-1448

To the Honorable Mayor and Members of the City Council:

Crawford & Associates, P.C. is pleased that the City of Shawnee (the City) continues to express its confidence in our firm and our state and local government expertise. We look forward to a continued long and successful relationship as an integral financial management resource to the City of Shawnee management and governing body.

We are prepared to provide a full range of accounting and consulting services to the City of Shawnee contingent upon approval of your management and/or governing body. The purpose of this engagement letter is to identify the scope of available services from Crawford & Associates, the specific initial services requested at this time, and to confirm the terms, objectives, and limitations of our engagement services.

Scope of Services

The scope of professional services that are available and can be provided to the City of Shawnee are outlined below under the heading *Scope of Available Services*. While this listing includes a range of services available from Crawford & Associates, the specific initial services requested to be provided at the current time are separately identified under the heading *Initial Services Requested*. Any additional services that are available from Crawford & Associates beyond these initially requested services can be provided upon subsequent specific request and agreement.

Scope of Available Services

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance
- Budget Preparation and Amendment Assistance
- Capital Asset Records and Accounting Assistance
- Information Technology System Assistance
- Internal Control Policies and Procedures Assistance
- Labor Relations Consulting
- Laws and Regulations Compliance Assistance
- Investigation of Allegations or Concerns
- Tax and Other Regulatory Report Assistance

Initial Services Requested

- Preparation of Annual Financial Statements
- General Accounting and Advisory Assistance

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Shawnee, Oklahoma as of and for the year ended June 30, 2024. Such financial statements will include:

- a. Basic Financial Statements, including notes to the financial statements
- b. Required Supplementary Information
- c. Supplementary Information (to the extent management elects to include)
- d. Other Information (to the extent management elects to include)

Crawford & Associates' Responsibilities

The objective of our engagement is to prepare the annual financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARSS:

- a. The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements
- b. The prevention and detection of fraud
- c. To ensure that the entity complies with the laws and regulations applicable to its activities
- d. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements

e. To provide us with:

- i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
- ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
- iii. Unrestricted access to persons within the City of Shawnee, Oklahoma, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Requested and Available Services

In conjunction with the other requested and available services (other than the preparation of the annual financial statements) as identified in the Scope of Services section of this letter, Crawford & Associates will be responsible for providing such services upon request in accordance with the applicable professional standards of the AICPA. It is anticipated that most if not all of these other services will be performed in accordance with the standards applicable to consulting services as prescribed by the AICPA.

Crawford & Associates, is not obligated to, but may report or otherwise communicate to management any recommendations, it determines necessary, resulting from the professional services provided.

Management and the governing body will be responsible for establishing the scope of our other professional services to be provided and for providing the necessary resources allocated to the work; such responsibility includes determining the nature, scope, and extent of the services to be performed, providing sufficient appropriation for the estimated cost of these services, providing overall direction and oversight for each service, and reviewing and accepting the results of the work.

Access to Working Papers and Reports

Any working papers prepared by Crawford & Associates in connection with performing the financial statement preparation and other professional services are the property of Crawford & Associates. Upon request, copies of any or all working papers and reports that we consider to be nonproprietary will be provided to management. Management may make such copies available to its external auditors and to certain regulators in the exercise of their statutory oversight responsibilities. Such copies may not be made available to any other third party without the prior written consent from Crawford & Associates.

Fees and Costs

Fees and out-of-pocket expenses for this engagement will be billed as the work progresses and payable upon receipt of our invoices. Out-of-pocket expenses include such costs incurred by Crawford & Associates in providing the services including travel, lodging, telecommunications, printing, document reproduction, and the like. Our fees for these services will be billed at our standard hourly rates, as follows, for the individual performing such services based on the actual number of hours of work, including travel time, performed by that individual.

Standard Hourly Rates:

- Firm President \$265
- Shareholders \$180
- Senior Managers \$160
- Managers \$140
- Senior Professional Staff \$120
- Professional Staff \$80
- Clerical Staff \$50

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2024 prior to the end of FY 2025, we may begin interim preparations in the spring of 2025 to facilitate a more timely issuance of FY 2025's financial statements.

The term of this engagement is a period from July 1, 2024 through June 30, 2025. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

The agreements and undertakings contained in this engagement letter, shall survive the completion or termination of this engagement.

Acceptance

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate copy of this engagement letter is provided for your records. We look forward to continuing our professional relationship with the City of Shawnee.

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Shawnee:

By: _____

Title: _____

Date: _____

Lease Agreement

This Agreement is entered into this 1st day of July, 2024, by and between the City of Shawnee, Oklahoma, a municipal corporation acting by and through its City Manager, hereinafter "LESSOR", and Project H.E.A.R.T., Inc. hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, Project H.E.A.R.T., Inc. is a non-profit corporation organized to receive federal, state and local donations to carry on a program of providing meals for persons who are aged sixty (60) plus; and

WHEREAS, in order to carry on the program of providing meals to persons who are aged sixty (60) plus within the City of Shawnee, it is necessary for the LESSEE to have space for operation and utility services; and

WHEREAS, it is beneficial to the public health and welfare in the City of Shawnee for the LESSOR to provide such space and utility services to the LESSEE.

THEREFORE, it is hereby agreed that the LESSOR hereby leases to the LESSEE the non-exclusive right to occupy certain designated spaces at the Shawnee Community Center (804 South Park Street), for the purpose of preparing and serving meals to persons aged sixty (60) plus for the term commencing the 1st day of July, 2024 and ending the 30th day of June, 2025. LESSEE agrees to pay LESSOR Five Hundred Dollars (\$500.00) per month rent, due by the 10th day of each month. The LESSOR agrees to furnish, at no expense to the Lessee, electric, gas and water utility services to the LESSEE at such locations. The LESSORS' City Manager shall have the right to inspect and approve all appliances used by the LESSEE at the sites. The LESSEE agrees that it will not waste any utility services. Waste of utility services found by the City Manager or other representative of the LESSOR shall be grounds for immediate termination of the Lease Agreement. Any changes in operations equipment or appliances shall be subject to the approval of the City Manager.

The LESSEE shall have complete autonomy over the implementation of its program. The LESSEE shall supervise and manage all aspects of the food service operation and shall interview and employ personnel to fill positions needed to conduct LESSEE's operation including but not limited to site manager, cook, cook aide, dish washer and custodian, as well as supervise the personnel in their duties concerning the program.

The LESSEE shall provide meals for persons aged sixty (60) plus. The LESSEE agrees to provide food services to persons aged sixty (60) plus in the City of Shawnee. Such meals shall be approximately seventy-eight (78) noon (12:00 p.m.) meals per day, five (5) days a week, two hundred and fifty (250) days a year, excluding eleven (11) holidays and weekends at the Shawnee Community Center (804 South Park Street). Food service may be suspended during inclement weather or unforeseen circumstances. Number of meals served per day is dependent upon continued funding being received by the Lessee.

Personal property owned by the LESSEE shall remain the property of the LESSEE. However, the LESSOR shall have the right to use the LESSEE's tables and chairs when they are not in use by the LESSEE. Said tables and chairs are not to leave the premises.

LESSEE agrees that said space will be provided for LESSEE's use for six (6) hours per day every day of operation. LESSEE's staff and participants shall have access to the bathrooms located directly south of leased premises.

LESSEE shall provide its own custodial services for the leased premises.

LESSEE shall provide pest control, termite control and minor maintenance for only the leased premises.

LESSOR shall provide major repairs (defined as repairs exceeding Two Hundred and Fifty Dollars (\$250.00) and exterior maintenance to the City owned facilities as required, provided that LESSEE shall pay for all repairs of any equipment and appliances it owns regardless of cost and any proportionate repair costs for jointly used or shared equipment. Any issues concerning said repairs and maintenance shall be expressly conducted between LESSEE and City of Shawnee employee(s). LESSEE shall clean and service the grease trap on a regular basis.

The LESSEE is authorized to secure the leased premises by any necessary means including locks or other forms of security. The LESSOR shall provide keys, codes or entry passwords to the LESSEE for all locks on all doors, which the LESSEE may lock, and LESSEE shall provide the same to LESSOR. LESSOR retains the right to utilize a locksmith at LESSEE's expense should access be necessary and the appropriate key or combination not provided.

The LESSEE shall provide to the LESSOR the names of responsible parties for the site, and the name and telephone number of a person who may be contacted on a 24-hour basis.

The LESSOR agrees to provide to the LESSEE a schedule of activities during hours which the LESSEE is not operating its services at the site. The LESSOR shall have the exclusive right to schedule activities at the site during the hours that LESSEE is not conducting its operation with the exception of the kitchen.

This lease may be canceled by either party upon sixty (60) days' notice in writing to the other party. Notice to the LESSEE shall be addressed to the Director, Project H.E.A.R.T., Inc., P.O. Box 3667, Shawnee, Oklahoma 74802-3667. Notice to the LESSOR shall be addressed to the City Manager, P.O. Box 1448, Shawnee, Oklahoma 74802-1448.

[Signature page to follow.]

IN WITNESS WHEREOF, the said parties, by their representatives, set their hands to this Agreement on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

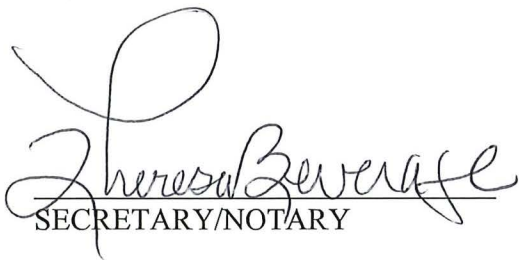
ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

PROJECT H.E.A.R.T., INC.



EXECUTIVE DIRECTOR



SECRETARY/NOTARY

Approved as to form and legality on 7-10-24.



JOSEPH M. VORNDRAN, CITY ATTORNEY

 AIA® Document B121™ – 2018

***Standard Form of Master Agreement Between Owner and Architect for Services
provided under multiple Service Orders***

AGREEMENT made as of the 17th day of October in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Shawnee, Other
16 W 19th Street
Shawnee, Oklahoma 74801

and the Architect:
(Name, legal status, address, and other information)

TAP Architecture, LLC
415 N Broadway
Oklahoma City, OK
73102
Telephone Number: 405-833-4667

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document does not contain a description of the Architect's scope of Services and related terms. This document is intended to be used in conjunction with AIA Document B221™–2018, Service Order for use with Master Agreement Between Owner and Architect

Init.

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User Notes:

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ARTICLE 1 MASTER AGREEMENT TERM AND PARTY REPRESENTATIVES

§ 1.1 This Master Agreement shall be effective for one year after the date first written above ("Date of this Master Agreement").

§ 1.2 This Master Agreement shall apply to all Service Orders agreed to by the Parties within the term of this Master Agreement until completion of the Service Order. In the event of a conflict between terms and conditions of this Master Agreement and a Service Order, the terms of the Service Order shall take precedence for the services provided pursuant to the Service Order. An agreed upon Service Order together with this Master Agreement form a Service Agreement. A Service Agreement represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, either written or oral. A Service Agreement may be amended or modified only by a Modification.

§ 1.3 This Master Agreement will renew on an annual basis, on the day and month of the Date of this Master Agreement, unless either party provides notice of their intent not to renew this Master Agreement. Notice must be provided at least 60 days prior to the renewal date. In the event either party elects not to renew this Master Agreement, the terms of this Master Agreement shall remain applicable until all Service Orders under this Master Agreement are completed or terminated.

§ 1.4 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to this Master Agreement:

Danny Vise
16 W 19th Street
Shawnee, Oklahoma 74801

Email Address: danny.vise@shawneeok.org

§ 1.4.1 In each Service Order, the Owner will identify a representative authorized to act on the Owner's behalf with respect to the Service Order.

§ 1.5 The Architect identifies the following representative authorized to act on the Architect’s behalf with respect to this Master Agreement:

Chris Teehee
415 N Broadway
Oklahoma City, OK
73102
Telephone Number: 405-833-4667

Mobile Number: 405-640-3362
Email Address: cteehee@tapokc.com

§ 1.5.1 In each Service Order, the Architect will identify a representative authorized to act on behalf of the Architect with respect to the Service Order.

§ 1.6 Nothing contained in this Master Agreement or in a Service Order shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

ARTICLE 2 SERVICE ORDERS

§ 2.1 The Owner is not required to issue any Service Orders under this Master Agreement.

§ 2.2 The Architect may decline to accept any Service Order issued by the Owner.

§ 2.3 The Architect shall perform the services set forth in each agreed upon Service Order, consisting of AIA Document B221-2018, Service Order, or such other document as the Owner and Architect may mutually agree upon. Each Service Order shall state the name, location, and detailed description of the Project; describe the Architect’s Services; state the Architect’s compensation; and list the attachments and exhibits incorporated by reference.

ARTICLE 3 ARCHITECT’S RESPONSIBILITIES

§ 3.1 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the services provided pursuant to a Service Agreement.

§ 3.2 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Master Agreement or any Service Agreement.

§ 3.3 The Architect shall maintain the following insurance until termination of this Master Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 9.4.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive Business Liability	
Personal Injury –	\$1,000,000 Each Occurrence
	\$2,000,000 General Aggregate
Excess Liability (Umbrella) –	\$1,000,000 Each Occurrence
Valuable Papers –	\$275,000

.2 Automobile Liability

Auto ENOL (Employee Non-Owned or Leased) – \$1,000,000 Limit
\$250 Deductible

.3 Workers' Compensation

at Statutory Limits unless altered by a Contract Amendment.

.4 Professional Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

§ 3.4 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of the services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Architect may provide Additional Services after execution of a Service Order without invalidating the Service Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 9.3.

§ 4.2 Unless otherwise provided in a Service Order, upon recognizing the need to perform the following Additional Services, as they relate to the services provided pursuant to the Service Order, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals; or
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 The Owner shall provide information in a timely manner regarding requirements for and limitations of each Service Order.

§ 5.2 The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts

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between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants as designated in an individual Service Order, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Service Order. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.4 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time to meet the Owner's needs and interests under a Service Agreement.

§ 5.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the services or work related to a Service Agreement, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COPYRIGHTS AND LICENSES

§ 6.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use in relation to a Service Agreement.

§ 6.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with a Service Agreement is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 6.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under the Service Agreement, including prompt payment of all sums when due pursuant to Articles 8 and 9. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Master Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 10.9, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates a Service Agreement for cause as provided in Section 8.4, the license granted in this Section 6.3, and related to the terminated Service Agreement, shall terminate.

§ 6.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 6.3.1. The terms of this Section 6.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 8.4.

§ 6.4 Except for the licenses granted in this Article 6, no other license or right shall be deemed granted or implied under this Master Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 6.5 Except as otherwise stated in Section 6.3, the provisions of this Article 6 shall survive the termination of this Master Agreement.

ARTICLE 7 CLAIMS AND DISPUTES

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§ 7.1 General

§ 7.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to any Service Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Master Agreement and within the period specified by applicable law, but in any case not more than 10 years after the completion of the services provided pursuant to a specific Service Agreement, whichever is sooner. Completion of the services pursuant to a specific Service Agreement shall be the date of Substantial Completion of construction related to the services performed pursuant to the Service Agreement or, where there is no construction work related to a Service Agreement, the date the Architect completes its services under the Service Agreement. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 7.1.1.

§ 7.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201™–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 7.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to a Service Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of a Service Agreement, except as specifically provided in Section 8.6.

§ 7.2 Mediation

§ 7.2.1 Any claim, dispute or other matter in question arising out of or related to a Service Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 7.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Master Agreement. A request for mediation shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 7.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 7.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 7.3 of this Master Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

Init.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 7.3 Arbitration

§ 7.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Master Agreement, any claim, dispute or other matter in question arising out of or related to a Service Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Master Agreement, and filed with the person or entity administering the arbitration.

§ 7.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 7.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Master Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.3.4 Consolidation or Joinder

§ 7.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Master Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 7.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 7.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 7.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Master Agreement.

§ 7.4 The provisions of this Article 7 shall survive the termination of a Service Agreement.

ARTICLE 8 TERMINATION OR SUSPENSION OF SERVICE AGREEMENTS

§ 8.1 If the Owner fails to make payments to the Architect in accordance with a Service Agreement, such failure shall be considered substantial nonperformance and cause for termination of the Service Agreement or, at the Architect's option, cause for suspension of performance of services under the Service Agreement for which the Owner failed to make payment. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.2 If the services under a Service Agreement have been suspended by the Owner, the Architect shall be compensated for services performed prior to notice of such suspension. When the services under the Service Agreement are resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption

of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 8.3 If the Owner suspends the services under a Service Agreement for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate the Service Agreement by giving not less than seven days’ written notice.

§ 8.4 Either party may terminate a Service Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of the Service Agreement, through no fault of the party initiating the termination. Termination of a Service Agreement under this Section 8.4 shall not be deemed a termination of other Service Agreements under this Master Agreement.

§ 8.5 The Owner may terminate a Service Agreement, upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 8.6 In the event of termination of a Service Agreement not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect’s termination of consultant agreements.

§ 8.7 In addition to any amounts paid under Section 8.6, if the Owner terminates a Service Agreement for its convenience pursuant to Section 8.5, or the Architect terminates a Service Agreement pursuant to Section 8.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1

Termination Fee:

\$0.00
- .2

Licensing Fee if the Owner intends to continue using the Architect’s Instruments of Service:

12% of the remaining unearned fee for open Service Orders.

§ 8.8 Except as otherwise expressly provided herein, a Service Agreement shall terminate one year from the date of Substantial Completion.

§ 8.9 The Owner’s rights to use the Architect’s Instruments of Service in the event of termination of a Service Agreement are set forth in Article 6 and Section 9.5 of this Master Agreement.

ARTICLE 9 COMPENSATION

§ 9.1 The Owner shall compensate the Architect for the services described in a Service Order pursuant to the Service Order and as set forth in this Article 9.

§ 9.2 Except as otherwise set forth in a Service Order, the hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

The Architect will reissue its Hourly Rate Schedule annually. When the Architect updates its hourly billing rates, the Architect will notify the Owner of the changes in writing. Upon written acknowledgement that the Owner has received the updated billing rates, the new rates shall go into effect for this Agreement and all Service Orders.

Employee or Category	Rate (\$0.00)
Refer Exhibit C: 2023 Hourly Rates	

§ 9.3 Except as otherwise set forth in a Service Order, the Owner shall compensate the Architect for Additional Services designated in Article 4 as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services of the Architect shall be billed hourly or a mutually agreeable amount. Additional Services of Consultants to the Architect shall be billed also at an hourly or mutually agreeable amount.

§ 9.4 Compensation for Reimbursable Expenses

§ 9.4.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to a Service Agreement, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultant's expense of professional liability insurance dedicated exclusively to the Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect or the Architect's consultants, and disclosed by the Architect in writing prior to execution of this Master Agreement or a related Service Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 9.4.3 Reimbursable Expenses will be allocated to each Service Agreement.

§ 9.5 Payments to the Architect

§ 9.5.1 Progress Payments

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 9.5.1.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. In any event, the Owner shall not withhold payments to the Architect pertaining to a Service Agreement to offset amounts in dispute under a separate Service Agreement.

§ 9.5.1.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Each Service Agreement shall be governed by the law of the place where the Project described in the Service Order is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 7.3.

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§ 10.2 Notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to each Service Agreement. Neither the Owner nor the Architect shall assign a Service Agreement without the written consent of the other, except that the Owner may assign a Service Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under the Service Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with the Service Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of the Service Agreement.

§ 10.5 Unless otherwise required in a Service Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Projects for which services are performed among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Projects to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Projects. This Section 10.6 shall survive the termination of a Service Agreement unless the Owner terminates a Service Agreement for cause pursuant to Section 8.4.

§ 10.7 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party may disclose such information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The Party receiving such information may also disclose it to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.7.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.9 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 10.9.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 11 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Master Agreement are as follows:

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User Notes:

(1783459705)

(Include other terms and conditions applicable to this Agreement.)

§ 11.1 The Architect makes no warranty, either expressed or implied, as to findings, recommendations, plans, specifications, or professional advice. The Architect will endeavor to perform services in accordance with generally accepted standards of practice in effect at the time of performance of services. The Owner recognized that neither the Architect nor its consultants owe any fiduciary responsibility to the Owner. Notwithstanding the foregoing, the Architect and its consultants shall work on behalf of the Owner, putting the Owner's interest ahead of its own, with duty to preserve good faith and trust.

§ 11.2 To the maximum extent permitted by law, the Owner agrees to limit the Architect's total aggregate liability for damages to the Owner to a sum not greater than the fee paid to the Architect. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 11.3 To the maximum extent permitted by law, the Architect shall not be liable for damages to the Owner for Value Engineering Items which originated with the Contractor or the Owner. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 11.4 Unless otherwise required in a Service Order, the Architect's liability for each Service Order shall extend a period of two (2) years beyond the completion of that Service Order, Substantial Completion of that Service Order, or Owner Occupancy for that Service Order, whichever occurs first.

§ 11.5 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement or any Service Orders relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement with the exception that in the event of termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 11.6 Unless otherwise required in a Service Order, the Architect shall assist the Owner or Contractor with filing application forms and documents required for International Building Code (IBC) compliance by the authority having jurisdiction (AHJ) and shall be responsible for any revisions required for compliance with the International Building Code (IBC). All fees associated with permitting/approvals are the responsibility of the Owner and / or Contractor.

§ 11.7 Unless otherwise required in a Service Order, the Architect shall notify the Owner of any additional permits/approvals required beyond IBC compliance. In support of any permits/approvals required for the Project beyond IBC compliance, the Architect shall provide one electronic set of design drawings as part of Basic Services. Additional permits/approvals examples include without limitation, zoning, revocable(s), district design(s), health department, sign, traffic management, detention, landscape requirements, etc. The Owner may request in writing the Architect to perform services to secure additional permits/approvals required for the Project such as, but not limited to, attending meetings, in-person or virtual presentations, correspondence, changes to the IBC compliant design based on review comments from AHJ's. Any owner requested and authorized services provided in support of additional permits/approvals shall be invoiced hourly as an Additional Service.

§ 11.8 The description of scope and fee shall be included on each individual Service Order.

§ 11.9 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.

11.9.1 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:

11.9.1.1 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

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national origin. Such action shall include, but not be limited to the following:

- 11.9.1.1.1 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.
- 11.9.1.2 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.
- 11.9.1.3 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.
- 11.9.1.4 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.
- 11.9.1.5 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.
- 11.9.1.6 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.
- 11.9.1.7 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.
- 11.9.1.8 The contractor will include the portion of the sentence in Section 1.1 that immediately precedes Section 1.1.1 and the provisions of Sections 1.1.1 through 1.1.8 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:
 - 11.9.1.8.1 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

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interests of the United States.

11.9.1.9 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.

11.9.1.10 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.

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

11.9.1.1 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.

11.9.1.2 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.

11.9.1.3 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.

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11.9.1.4 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.

11.9.1.5 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.

11.9.1.6 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.

11.9.2 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.

11.9.3 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.

11.9.4 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.

11.9.5 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.

11.9.6 Clean Air Act

11.9.6.1 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.

11.9.6.2 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.

11.9.6.3 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.

11.9.7 Federal Water Pollution Control Act

11.9.7.1 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.

11.9.7.2 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 the FEMA, and the appropriate Environmental Protection Agency Regional Office.

11.9.7.3 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.

11.9.8 Suspension And Debarment

11.9.8.1 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).

11.9.8.2 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.

11.9.8.3 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.

11.10 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.

11.11 Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

11.11.1.1 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.

11.12 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.

11.13 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:

11.13.1.1 Competitively within a timeframe providing for compliance with the Contract performance schedule;

11.13.1.2 Meeting Contract performance requirements; or

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11.13.1.3 At a reasonable price.

11.13.1.4 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

11.14 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

11.14.1.1 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.

11.14.1.2 Prohibitions.

11.14.1.2.1 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.

11.14.1.2.2 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:

11.14.1.2.2.1 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;

11.14.1.2.2.2 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;

11.14.1.2.2.3 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

11.14.1.2.2.4 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.

11.14.2 Exceptions.

11.14.2.1 This clause does not prohibit contractors from providing:

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

11.14.2.1.2 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.

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

11.14.2.2.1 Covered telecommunications equipment or services that:

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

11.14.2.2.1.2 Are not used as critical technology of any system.

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

11.14.3 Reporting requirement.

11.14.3.1 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.

11.14.3.2 The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

11.14.3.2.1 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.

11.14.3.2.2 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.

11.14.4 Subcontracts. The Contractor shall insert the substance of this clause (Section 1.14), including this paragraph (1.14 .5), in all subcontracts and other contractual instruments.

11.15 Domestic Preferences for Procurements.

11.15.1 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.

11.15.2 For purposes of this clause:

11.15.2.1 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.

11.15.2.2 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.

11.16 Access to Records

11.16.1 The following access to records requirements applies to this contract:

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11.16.1.1 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.

11.16.1.2 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.

11.16.1.3 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.

11.16.1.4 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.

11.17 Termination

11.17.1 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:

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

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

11.17.1.3 The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

11.17.1.4 The Work is discontinued.

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

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

11.17.1.7 The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

11.17.1.8 The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

11.17.1.9 The contractor makes an assignment for the benefit of creditors.

11.17.1.10 The Work is not performed in an acceptable manner.

11.17.1.11 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.

11.17.2 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.

- 11.18 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
- 11.19 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.
- 11.20 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.
- 11.21 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.
- 11.22 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.
- 11.23 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.
- 11.24 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.
- 11.24.1 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.
- 11.24.2 Affirmative steps must include:
- 11.24.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 11.24.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 11.24.2.3 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;
- 11.24.2.4 Establishing delivery schedules, where the requirement permits, which encourage

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participation by small and minority businesses, and women's business enterprises; and

11.24.2.5 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

11.25 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.

ARTICLE 12 SCOPE OF THIS MASTER AGREEMENT

§ 12.1 This Master Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Master Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 12.2 This Master Agreement is comprised of the following documents identified below:

- .1 AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Master Agreement.)

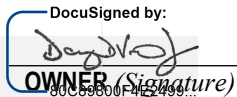
N/A

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Master Agreement.)

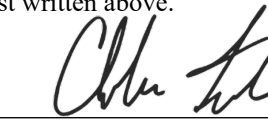
Exhibit C: 2023 Hourly Rates

- .4 Other documents:
(List other documents, if any, forming part of the Master Agreement.)

This Master Agreement entered into as of the day and year first written above.

DocuSigned by:

OWNER (Signature)

Danny Vise, Assistant City Manager
(Printed name and title)


ARCHITECT (Signature)

Chris Teehee, Manager, Senior Project Manager
(Printed name, title, and license number, if required)

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Additions and Deletions Report for AIA® Document B121™ – 2018

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PAGE 1

AGREEMENT made as of the 17th day of October in the year 2023

...

City of Shawnee, Other
16 W 19th Street
Shawnee, Oklahoma 74801

...

TAP Architecture, LLC
415 N Broadway
Oklahoma City, OK
73102
Telephone Number: 405-833-4667

PAGE 2

Danny Vise
16 W 19th Street
Shawnee, Oklahoma 74801

...

Email Address: danny.vise@shawneeok.org

PAGE 3

Chris Teehee
415 N Broadway
Oklahoma City, OK
73102
Telephone Number: 405-833-4667

...

Mobile Number: 405-640-3362
Email Address: cteehee@tapokc.com

...

Comprehensive Business Liability

Personal Injury –

\$1,000,000 Each Occurrence

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	<u>\$2,000,000 General Aggregate</u>
<u>Excess Liability (Umbrella) –</u>	<u>\$1,000,000 Each Occurrence</u>
<u>Valuable Papers –</u>	<u>\$275,000</u>

Auto ENOL (Employee Non-Owned or Leased) – \$1,000,000 Limit
\$250 Deductible

PAGE 4

at Statutory Limits unless altered by a Contract Amendment.

...

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

PAGE 6

[X] Arbitration pursuant to Section 7.3 of this Master Agreement

PAGE 8

\$0.00

...

12% of the remaining unearned fee for open Service Orders.

...

The Architect will reissue its Hourly Rate Schedule annually. When the Architect updates its hourly billing rates, the Architect will notify the Owner of the changes in writing. Upon written acknowledgement that the Owner has received the updated billing rates, the new rates shall go into effect for this Agreement and all Service Orders.

...

Refer Exhibit C: 2023 Hourly Rates

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Additional Services of the Architect shall be billed hourly or a mutually agreeable amount. Additional Services of Consultants to the Architect shall be billed also at an hourly or mutually agreeable amount.

...

§ 9.4.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0 %) of the expenses incurred.

...

§ 9.5.1.1 Unless otherwise agreed, payments for services provided pursuant to a Service Agreement shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

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§ 11.1 The Architect makes no warranty, either expressed or implied, as to findings, recommendations, plans, specifications, or professional advice. The Architect will endeavor to perform services in accordance with generally accepted standards of practice in effect at the time of performance of services. The Owner recognized that neither the Architect nor its consultants owe any fiduciary responsibility to the Owner. Notwithstanding the foregoing, the Architect and its consultants shall work on behalf of the Owner, putting the Owner's interest ahead of its own, with duty to preserve good faith and trust.

§ 11.2 To the maximum extent permitted by law, the Owner agrees to limit the Architect's total aggregate liability for damages to the Owner to a sum not greater than the fee paid to the Architect. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 11.3 To the maximum extent permitted by law, the Architect shall not be liable for damages to the Owner for Value Engineering Items which originated with the Contractor or the Owner. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

§ 11.4 Unless otherwise required in a Service Order, the Architect's liability for each Service Order shall extend a period of two (2) years beyond the completion of that Service Order, Substantial Completion of that Service Order, or Owner Occupancy for that Service Order, whichever occurs first.

§ 11.5 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement or any Service Orders relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement with the exception that in the event of termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 11.6 Unless otherwise required in a Service Order, the Architect shall assist the Owner or Contractor with filing application forms and documents required for International Building Code (IBC) compliance by the authority having jurisdiction (AHJ) and shall be responsible for any revisions required for compliance with the International Building Code (IBC). All fees associated with permitting/approvals are the responsibility of the Owner and / or Contractor.

§ 11.7 Unless otherwise required in a Service Order, the Architect shall notify the Owner of any additional permits/approvals required beyond IBC compliance. In support of any permits/approvals required for the Project beyond IBC compliance, the Architect shall provide one electronic set of design drawings as part of Basic Services. Additional permits/approvals examples include without limitation, zoning, revocable(s), district design(s), health department, sign, traffic management, detention, landscape requirements, etc. The Owner may request in writing the Architect to perform services to secure additional permits/approvals required for the Project such as, but not limited to, attending meetings, in-person or virtual presentations, correspondence, changes to the IBC compliant design based on review comments from AHJ's. Any owner requested and authorized services provided in support of additional permits/approvals shall be invoiced hourly as an Additional Service.

§ 11.8 The description of scope and fee shall be included on each individual Service Order.

§ 11.9 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.

11.9.1 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:

11.9.1.1 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:

- 11.9.1.1.1 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.
- 11.9.1.2 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.
- 11.9.1.3 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.
- 11.9.1.4 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.
- 11.9.1.5 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.
- 11.9.1.6 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.
- 11.9.1.7 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.
- 11.9.1.8 The contractor will include the portion of the sentence in Section 1.1 that immediately precedes Section 1.1.1 and the provisions of Sections 1.1.1 through 1.1.8 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:
- 11.9.1.8.1 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.

11.9.1.9 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.

11.9.1.10 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.

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

11.9.1.1 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.

11.9.1.2 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.

11.9.1.3 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.

11.9.1.4 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.

11.9.1.5 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.

11.9.1.6 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.

11.9.2 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.

11.9.3 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.

11.9.4 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.

11.9.5 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.

11.9.6 Clean Air Act

11.9.6.1 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.

11.9.6.2 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.

11.9.6.3 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.

11.9.7 Federal Water Pollution Control Act

11.9.7.1 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.

11.9.7.2 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 the FEMA, and the appropriate Environmental Protection Agency Regional Office.

11.9.7.3 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.

11.9.8 Suspension And Debarment

11.9.8.1 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).

11.9.8.2 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.

11.9.8.3 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.

11.10 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.

11.11 Byrd Anti-Lobbying Act: The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act.

11.11.1.1 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.

11.12 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.

11.13 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:

11.13.1.1 Competitively within a timeframe providing for compliance with the Contract performance schedule;

11.13.1.2 Meeting Contract performance requirements; or

11.13.1.3 At a reasonable price.

11.13.1.4 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

11.14 Prohibition on Contracting for Covered Telecommunications Equipment or Services.

11.14.1.1 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.

11.14.1.2 Prohibitions.

11.14.1.2.1 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.

11.14.1.2.2 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:

11.14.1.2.2.1 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;

11.14.1.2.2.2 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;

11.14.1.2.2.3 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

11.14.1.2.2.4 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.

11.14.2 Exceptions.

11.14.2.1 This clause does not prohibit contractors from providing:

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

11.14.2.1.2 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.

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

11.14.2.2.1 Covered telecommunications equipment or services that:

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

11.14.2.2.1.2 Are not used as critical technology of any system.

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

11.14.3 Reporting requirement.

11.14.3.1 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.

11.14.3.2 The Contractor shall report the following information pursuant to Section 5.14.4.1 of this clause:

11.14.3.2.1 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.

11.14.3.2.2 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.

11.14.4 Subcontracts. The Contractor shall insert the substance of this clause (Section 1.14), including this paragraph (1.14 .5), in all subcontracts and other contractual instruments.

11.15 Domestic Preferences for Procurements.

11.15.1 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.

11.15.2 For purposes of this clause:

11.15.2.1 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.

11.15.2.2 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.

11.16 Access to Records

11.16.1 The following access to records requirements applies to this contract:

11.16.1.1 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.

11.16.1.2 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.

11.16.1.3 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.

11.16.1.4 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.

11.17 Termination

11.17.1 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:

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

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

11.17.1.3 The contractor performs unsuitable, neglected, or rejected work, refuses to remove materials.

11.17.1.4 The Work is discontinued.

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

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

11.17.1.7 The contractor becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency.

11.17.1.8 The contractor allows any final judgment to stand unsatisfied for a period of ten (10) days.

11.17.1.9 The contractor makes an assignment for the benefit of creditors.

11.17.1.10 The Work is not performed in an acceptable manner.

11.17.1.11 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.

11.17.2 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.

11.18 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

11.19 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.

11.20 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.

11.21 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.

11.22 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.

11.23 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.

11.24 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.

11.24.1 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.

11.24.2 Affirmative steps must include:

11.24.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

11.24.2.3 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;

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

11.24.2.5 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

11.25 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.

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N/A

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Exhibit C: 2023 Hourly Rates

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Danny Vise, Assistant City Manager

Chris Teehee, Manager, Senior Project Manager

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chris Teehee, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:38:47 ET on 10/17/2023 under Order No. 3104238753 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B121™ – 2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Sr. Project Manager / Managing Partner

(Title)

10/17/2023

(Dated)



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

Date: July 15, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a Resolution to adopt the City of Shawnee 2024-2028 Strategic Plan.

Background: The City of Shawnee finds itself in a period of growth and noticeable change, both in the built environment and within our organization. These and other factors affect the methods and resources required to provide vital public services and community quality-of-life amenities.

For this very reason, an updated five-year Strategic Plan has been drafted, which is based on the 2023 Community Survey, a day-long Strategic Visioning Session, continued research and deliberation by City Department Heads and Division Managers, as well as feedback gathered through Civic Engagement Sessions and a parallel online Survey.

The proposed 2024-2028 Strategic Plan embodies the consensus on the City's principal goals, strategic priorities, and key activities among the City Commission, City staff, and Shawnee residents. This Strategic Plan will serve as a guiding document, focused on making Shawnee a safe, vibrant, and welcoming community and designed to propel the City into the future as both a community and an employer of choice.

Financial Impact: None

Attachments: 2024-2028 Strategic Plan Resolution, COS_24-28_Strategic_Plan

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION TO ADOPT THE CITY OF SHAWNEE 2024-2028 STRATEGIC PLAN.

WHEREAS, the City of Shawnee Board of Commissioners engaged in a facilitated, day-long Strategic Visioning Session on April 17, 2023, which led to the identification of six major goal areas; and

WHEREAS, the Strategic Visioning Session was guided by the results of a representative Community Survey, which in February and March of 2023 gathered input from randomly selected households across the City; and

WHEREAS, the City of Shawnee Department Heads and Division Managers utilized the identified major goal areas and overarching objectives and, through research, study, and deliberation, formulated action steps, all of which comprise the draft Strategic Plan; and

WHEREAS, the City of Shawnee held Civic Engagement Sessions on July 1, July 2, July 8, and July 9 of this year and also conducted a parallel online survey to solicit feedback on the draft Strategic Plan from the community; and

WHEREAS, the Board of Commissioners for the City of Shawnee finds that the adoption of the 2024-2028 Strategic Plan is vital to the planning of future activities and the allocation of resources designed to meet the needs of the community; and

WHEREAS, the City Commission deems the final draft of the City of Shawnee 2024-2028 Strategic Plan to be comprehensive, appropriate, actionable, and strategically sound.

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

THAT the City of Shawnee shall be guided by a Strategic Plan, and that the final draft of the 2024-2028 Strategic Plan is hereby adopted.

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

ED BOLT, MAYOR

ATTEST:

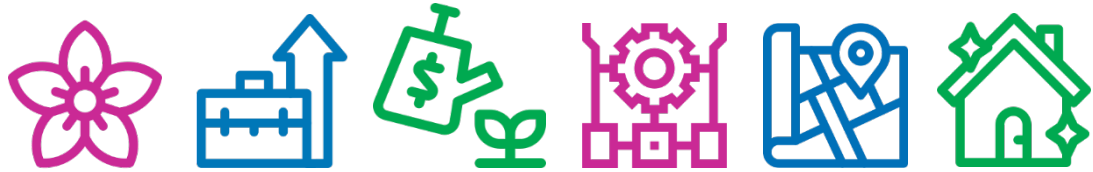
LISA LASYONE, MMC, CITY CLERK



City of Shawnee 2024-2028 Strategic Plan



City of Shawnee 2024-2028 Strategic Plan



The City of Shawnee finds itself in a period of noticeable change, both in the built environment and within our organization. These and other factors affect the methods and resources required to provide vital public services and community quality-of-life amenities to our residents, businesses, and visitors. Growth and progress within the community, and the sheer volume of work addressed by our City workforce, requires the City Commission, City staff, and Shawnee residents to come to a consensus on the City’s principal goals, strategic priorities, and key activities. For this reason, the 5-year Strategic Plan for the City of Shawnee was developed. The City Commission collaborated with City department leaders, carefully reviewed the results of the community-wide survey, and thoughtfully considered the direct input from Shawnee residents. The resulting Strategic Plan provides a framework for our agreed-upon vision, mission, and values, as well as critical goals, objectives, and action steps. The Plan also includes intentional and aspirational statements of what we all envision for our community. – Let’s get to work to propel Shawnee into the future as both a community and an employer of choice.

VISION

Shawnee is a vibrant community of choice, offering exceptional quality of life for all generations. City government is fiscally sound and provides first-rate public safety and responsive services. Engaged residents treasure the past, celebrate the present, and actively shape Shawnee’s future.

MISSION

Provide high quality service to support and build a vibrant community together.

VALUES

Accountable + Collaborative + Innovative + Performance-driven + Professional
+ Respectful + Transparent + Trustworthy

GOALS

Improved Quality of Life – Strategic Operational Growth – Robust Economic Development
Modernized Infrastructure – Intentional City Growth – Improved Housing Opportunities

Shawnee is Ready for Growth ...



Ground Transportation

- Directly on I-40 East of Oklahoma City
- Minutes from I-35, I-44, and Kickapoo Turnpike
- 6 Lane I-40 Expansion OKC to Hwy by 2028
- 32k Vehicles per Day / 11.6 million per Year on I-40
- 20-Minute Average Worker Commute
- 46 Minutes to Will Rogers World Airport
- 22 Minutes to Tinker Air Force Base



Regional Airport

- On-Airport Industrial Sites Available
- 5,997 x 100 ft Asphalt Runway
- 24-Hour Jet A & 100LL Fuel Service
- Certified Repair Stations Onsite
- Hanger & Tie Down Rentals



Rail Transportation

- Two Class I Rail Lines Available
- BNSF & UP Interchanges
- AOK Yard/Terminal & Transload Facility
- 8.9-Mile Shawnee Industrial Spur



High Speed Communication

- Advanced Fiber Connections
- Numerous Providers in the Area



Cost Of Business

- Unified Development Code Update Underway
- New Market Tax Credit & Opportunity Zone



Water Resources

- Shawnee Twin Lakes are City-Owned Reservoirs
- 2,400 Total Surface Acres
- 22,097 Acre-Ft Normal Storage Capacity
- 85% Water Reserves at Wes Watkins Reservoir



Water Utility

- 10 Million Gallon per Day (MGD) Capacity
- 5.8 MGD Excess Capacity
- 40% Lower Turbidity due to Super Pulsator Process



Wastewater Utility

- Upgrades Underway for 2025 Completion
- 0.6 MGD Excess Capacity Post-Upgrade
- 5.1 MGD Excess Capacity at Full Expansion



Workforce

- 31,803 Shawnee Population & 0.6% Growth per Year
- 400,000+ Population within 30 Minutes
- 1,570,000+ Population within 50 Miles
- 700,000+ Workforce within Region
- Oklahoma Baptist University, Gordon Cooper Technology Center & GCTC Aviation Training Center



Governance

- Incorporated 1894
- City Charter Adopted 1908
- Council-Manager Form of Government Since 1930
- City Commission Meets Every 3rd Monday at 6:00 pm

Utilizing these advantageous resources, Shawnee will continue to prosper through our collective focus on the identified goals.

Improved Quality of Life

Engage the community in maintaining and enhancing Shawnee's character and quality of life.



- **Foster meaningful community dialogue**
 - Provide timely and accurate information that is easy to access and understand
 - Provide information and conduct outreach events to offer insights on City services, financial resources, challenges, and opportunities
 - Support events and social gatherings that bring our diverse community together
- **Support revitalization and beautification of the community**
 - Support community public art, wayfinding, and other place-making initiatives
 - Encourage the implementation of a Main Street Program
 - Advocate for development and growth in the Downtown Tax Increment Financing (TIF) District
- **Improve parks & recreation facilities and programs**
 - Engage volunteers and explore creative solutions for Shawnee's public spaces
 - Refresh the 2017 Parks Master Plan
- **Align public safety with community needs and continued growth**
 - Periodically assess public safety resources against City growth to ensure suitable coverage and sustainable services
 - Strengthen and align fire protection and policing services with identified concerns focusing on effective intervention

ASPIRATION

“Create and support a welcoming, attractive, safe, and engaging community that has small town charm & big city amenities.”

Strategic Operational Growth

Ensure the City's continued operational growth while maintaining fiscal sustainability



- **Identify operational challenges and opportunities**
 - Develop and capture institutional knowledge, documenting processes to ensure service continuity and operational efficacy
 - Invest in systems and processes to promote innovation, effectiveness, and financial stewardship
- **Focus on revenue generation**
 - Identify new revenue sources, funding opportunities, and partnerships to maintain financial stability and support critical services
 - Conduct routine evaluation of city fees, and update as needed
 - Explore long-term capital project needs for potential future dedicated Sales Tax or General Obligation Bond elections
- **Retain, develop, and grow staff**
 - Invest in employee training and development programs to enhance skills and knowledge, leading to improved performance and innovation
 - Develop and implement a comprehensive employee classification and compensation study
 - Monitor, review, and enhance the City's personnel policies to stay up-to-date with best practices
- **Advertise Achievements**
 - Promote the City's projects, public services, community amenities, and talented workforce

ASPIRATION

“Ensure effective staffing with a high level of responsive City services that are fiscally responsible, proactive, and technologically advanced.”

Robust Economic Development

Promote, encourage, and enhance the creation of jobs and the expansion of the local tax base

- **Collaborate with Shawnee Forward and support local economic development strategies**
 - Participate in the development of a multi-year, living-document Economic Development Plan and accompanying benchmarks
 - Support identification of local market needs, demands, and gaps
 - Collaborate with Shawnee Forward, local utility providers, and developers to identify and certify development sites in Shawnee
 - Support economic development-focused coalitions & roundtables
 - Provide regular updates on economic development activities
 - Support growth and expansion of the Shawnee Regional Airport
 - Participate in “Shop Local” campaigns

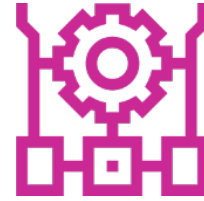


ASPIRATION

“Pursue economic opportunities, attract and retain businesses, create jobs, and generate revenues to foster community prosperity.”

Modernized Infrastructure

Build and effectively manage resilient infrastructure and assets that support community growth



- **Monitor and advance bridge and roadway pavement improvements**
 - Continue annual pavement maintenance and rehabilitation for the City’s 37 bridges and 551 lane-miles of roadway, and seek additional funding opportunities and partnerships with transportation and economic development entities or other interested parties
 - Update the 2018 Citywide Pavement Condition Index (PCI) assessment
- **Advance transportation system improvements for better traffic flow and safety**
 - Complete the “Safe Streets and Roadways for All” (SS4A) action plan
 - Continue to identify and address traffic bottlenecks
 - Develop residential traffic calming measures and policies
- **Advance drinking water system improvements to reduce water loss and improve distribution**
 - Continue annual maintenance and replacement for the City’s 249 miles of water lines, and seek additional funding opportunities and partnerships
- **Advance wastewater and stormwater system improvements**
 - Continue annual maintenance and replacement for the City’s 190 miles of wastewater lines, and seek additional funding opportunities and partnerships
 - Explore stormwater infrastructure to protect people and property as well as reduce flooding and pollution
 - Implement a residential, retro-fit backflow prevention policy

ASPIRATION

“Manage and improve capital infrastructure to provide high quality & sustainable utilities, transportation, parks, and public facilities.”

- **Maintain and implement a consolidated Capital Improvement Plan**
 - Evaluate the City’s facilities and infrastructure condition and needs
 - Seek additional funding opportunities and partnerships for critical infrastructure and equipment
 - Invest in innovative materials and techniques to build and extend the life of infrastructure

Intentional City Growth

Promote growth by guiding community expansion and development towards economic sustainability

- **Identify growth areas and opportunities to attract new residential and commercial development**
 - Inventory developable land
 - Research innovative solutions to utility service requirement
 - Develop plan for intentional and sustainable growth



ASPIRATION

“Encourage and support smart planning to identify and implement deliberate and sustainable growth opportunities.”

Improved Housing Opportunities

Implement a balanced housing vision that promotes and increases housing that is affordable



- **Reactivate vacant residential lots**
 - Coordinate with County Assessor’s Office on tax resale lots
 - Identify potential government-owned infill lots
 - Develop pathway to transfer lots into housing production
- **Encourage neighborhood revitalization**
 - Expand “Love Your Block” activities and lessons learned to additional neighborhoods
- **Promote housing production and diverse housing options**
 - Complete development of the Unified Development Code which provides the framework for future community development
 - Undertake a housing assessment study
 - Continuously review land use policies and practices to support diversity of housing options and homes that are affordable
- **Support homelessness prevention and mitigation**
 - Continue to pursue a Shawnee-specific Continuum of Care
 - Support the formation of a homeless-mitigation focused non-profit
 - Continue to collaborate with community partners and service agencies
 - Support regional, holistic approach to transitional housing, mental health, substance abuse, medical needs, transportation, and jobs

ASPIRATION

“Promote and support a variety of housing options to meet the needs of a diverse workforce and community.”

Strategic Plan Development Process & Resources

In 2022, an internal review of the 2017-2022 Strategic Plan resulted in the determination that a complete update was in order, particularly because the underlying community survey had been completed six years prior.

2017-2022 Strategic Plan

https://cms7files.revize.com/shawneeok/document_center/Departments/Government/Strategic%20Plan%202017-2022.pdf



2016 National Citizen Survey

https://cms7files.revize.com/shawneeok/document_center/Departments/Government/NCS%20Survey%20Results.pdf

City of Shawnee Strategic Plan Webpage

https://www.shawneeok.org/government/mayor_and_city_commission/strategic_plan.php



In early 2023, City staff engaged ETC Institute, a nationally recognized firm, to administer a city-wide community survey. Sent to randomly selected households, the survey provided actionable data with a +/-4.7% margin of error at a 95% confidence level.

2023 Community Survey Report

<https://cms7files.revize.com/shawneeok/2023%20Community%20Survey%20Report.pdf>



Survey Presentation to City Commission

<https://cms7files.revize.com/shawneeok/2023%20Community%20Survey%20Presentation.pdf>

June 2023 Strategic Goals Presentation

https://cms7files.revize.com/shawneeok/2023-06%20COS%20SP%20Goals_full%20PPT.pdf



Guided by the 2023 Community Survey, the Shawnee City Commission participated in a facilitated Strategic Visioning Session to identify the goals and objectives, establishing the foundation of the Plan. City Department Heads and Division Managers built on this work and shared the draft Plan with Shawnee residents to gather their feedback through Engagement Sessions and an online Survey.

Civic Engagement Invitation

https://cms7.revize.com/revize/shawneeok/news_detail_T12_R313.php



Online Survey Invitation

https://cms7.revize.com/revize/shawneeok/news_detail_T12_R319.php

Citizen Feedback

https://cms7files.revize.com/shawneeok/24-28_SP_Citizen_Feedback.pdf





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

Date: July 15, 2024
To: Board of City Commissioners
From: Tony Wittmann, Fire Chief
Subject: Consideration of the purchase of one (1) commercial rescue vehicle from Conrad Fire Equipment in the total amount of \$435,560.06.

Background: In compliance with the City of Shawnee’s Capital Improvement Plan (CIP), the Suppression Division of the Shawnee Fire Department is scheduled to receive a replacement for “Squad 1.” The purchase of a commercial rescue vehicle would replace the current, older commercial rescue vehicle, thereby reducing out-of-service time for repairs and improving reliability of emergency response.

\$375,000 was allotted in the 2024 CIP budget for the purchase of a commercial rescue. In line with purchasing policies, multiple quotes were requested, all of which came in higher than originally estimated. Due to increased pricing, additional funds were needed. The City approved additional funds in the 2025 budget to offset the increased pricing.

At \$435,560.06, inclusive of a pre-payment discount, Conrad Fire Equipment submitted the lowest quote for the requested vehicle specifications. This apparatus could be ordered now and paid for in the current fiscal year, as sufficient budget funds remain. The apparatus is estimated to be delivered 28 months after the order has been placed.

Financial Impact: \$435,560.06, from Capital Fund, Fire Suppression, Capital Outlay-Equipment - 301-5-0720-54500

Attachments: Proposal

Staff Recommendation: Approval of the item



Apparatus Proposal

Customer Name: SHAWNEE, OK

Sales Rep: STEVE MARTIN

Submitted Date: 4/29/24

Expiration Date: 7/31/24

Apparatus Detail

Qty.	Description	Price
1	SKEETER COMMERCIAL RESCUE	\$ 439,484.35
Proposal Bid No.:	811	Proposal Doc Date: 11/20/23
Performance Bond:	NO	Warranty Period: Standard
Estimated Build Time:	28 MO	

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 439,484.35
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 439,484.35
Pre-Payment Discount	-\$ 3,924.29
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 0.00
Due Upon Order	\$ 435,560.06

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 439,484.35
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 439,484.35
Pre-Payment Discount	N/A
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 0.00
Options	\$ 0.00
Due Upon Delivery	\$ 439,484.35

Payment Terms

OPTION 1 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF ORDER. OPTION 2 PRICING IS BASED ON FULL PAYMENT BEING MADE AT TIME OF PRODUCT DELIVERY.

Notes

NOTE: Pre-payment discounts quoted may vary based on final purchase price, prevailing interest rates, and manufacturing build time and are subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].



Spec # 811 Print List

Spec #: 811 **Dealership:** Conrad Fire Equipment **Chassis:** Kenworth
Job #: **Sales Rep:** Steve Martin **Body:**
Creation Date: 11/20/2023 **Account:** Shawnee, Ok **Truck Desc.:**

Components

#	Component Description	Category	Quantity
C-4542	Front Bumper - Stock Bumper	Rescue Chassis	1
C-4504		Rescue Chassis	1
C-4418	Paint OEM Stock Color	Rescue Chassis	1
C-4507	Cab Step/Covers, Large Chassis	Rescue Chassis	1
C-4510	Cab Console, Alum/Poly, Custom	Rescue Chassis	1
C-5165	Camera System - RVS - 1 Cam	Rescue Chassis	1
C-3516	Front Winch - 16500lbs - WARN - Fixed	Chassis	1
C-4536	Adjustable Shelf	Rescue Body	1
C-4537	Compartment Slide Out Tray, 250lbs	Rescue Body	1
C-4538	Slide Out Tray, 1000 lbs	Rescue Body	1
C-4926	Variable Cab to Axle	Placeholder	1
C-4410	Slide Out And Down Tray 12"-24"	Rescue Body	1
C-3566	Tailboard 8"	Rescue Body	1
C-4114	Lightbar, Whelen, Legacy Alt R/B	Electrical	1
C-4734	Door Ajar Light with Alarm	Electrical	1
C-3528	Kussmaul 1000 - With Auto-Eject	Electrical	1
C-3764	Stop/Tail/Turn Lights, Whelen M6BTT/M6FC	Electrical	1
C-3765	Back up Lights, Whelen M6 Series, LED,	Electrical	1
C-4158	Ground lights - Chassis - LED Strip - 2 Door	Electrical	1
C-3617	Ground Lights, Under Rear Step	Electrical	1
C-3850	Scene Light, Whelen M6ZC	Electrical	1
C-3827	Scene Lights, Whelen Pioneer, PCH2	Electrical	2
C-4123	Siren, Electronic, Whelen, Carbide	Electrical	1
C-4225	Traffic Advisor, Whelen TAM65	Electrical	1
C-3747	Siren Speaker (1)	Electrical	1
C-4563	Lightbar Mount Cab Roof, No Guard	Electrical	1
C-4125	Warning Lights, Whelen, M-7 Red/Blue Split (12) Lights	Electrical	1



Spec # 811 Print List

#	Component Description	Category	Quantity
C-4225	Traffic Advisor, Whelen TAM65	Electrical	1
C-4531	Wheel Chocks, TFS	Rescue Equipment	2
C-3768	NO -- Lettering	Graphics	1
C-3769	CUSTOM DOOR GRAPHICS	Graphics	1
C-3771	Stripe, Cab/Body, Single Reflective, 4"	Graphics	1
C-3779	Stripe, Reflective, SCOTCHLITE, Chevron,	Graphics	1
C-4429	Mud Flaps, Rear Wheels, SBT Logo	Required Components	1
C-3759	Fuse Box	Required Components	1
C-3760	Electrical Harness & Wiring	Required Components	1
C-3761	Wiring Harness, Body Electrical	Required Components	1
C-3525	Battery Switch, Master Disconnect, CH, R	Required Components	1
C-3762	Clearance Lights, LED, DOT	Required Components	1
C-3763	License Plate, Mounting	Required Components	1
C-3758	Back Up Alarm	Required Components	1
C-3780	Capacities Placard, Reflective	Required Components	1
C-3474	Chassis Prep	Required Components	1
C-3570	Emblems, Brush Trucks	Required Components	1
C-3630	Final Assembly	Required Components	1
C-3796	12V Electrical Load	Required Components	1
C-3799	Road Test, 10 miles	Required Components	1
C-3800	5-Year Parts & Labor/10-Year Body Integr	Required Components	1
C-4022	Drawings	Required Components	1
C-4523	Basic Apparatus Labeling	Other	1
C-4338	NO -- NFPA Speed Restriction	Other	1
C-3785	Pre-Construction Conference, At Factory	Other	1
C-3787	Payment Terms, 100% on Delivery and Acce	Other	1
C-4269	Final Inspection at Skeeter	Other	1
C-3790	Training, Factory Supplied, Factory loca	Other	1
C-3792	Delivery, Purchaser Pickup	Other	1
SP-234	19" extended front bumper with winch mount so a winch can be recessed in the bumper with a alum. cover. also a box recessed on PS bumper for chains, snatch block etc.	Chassis	1
SP-245	There shall be 2 Air horns mounted on the hood with a switch on DS and PS floor. 5 gal air supply with a 120psi compressor, 12V solenoid, and chrome finish Emergency tone horns.	Chassis	1



Spec # 811 Print List

#	Component Description	Category	Quantity
SP-232	One (1) Kenworth T380 two (2) door cab and chassis GVWR: 33,000 LBS Frame: steel channel type, reinforced Wheelbase: TBD By Engineering Cab to Axle: 155" Engine: Paccar PX-9 – 350 HP Transmission: Allison 3000 CLEAR BACK OF CAB LEFT HAND FRAME TO REAR SUSPENSION Front Bumper: With OEM Factory Supplied Chrome Bumper. Frame: 11 1/8" x 3 7/16" with 1/4" C Liner Frame rails clear on both sides of the chassis behind rear of cab to end of frame, 75" rear frame overhang. Tow Hooks: front Front Axle: 12,000 Lbs with heavy duty spring Rear Axle : 21,000 Lbs with heavy duty springs Gear Ratio: 5.38 Axle Ratio Front Tires: two (2) 11R22.5 16 Ply Radials Front Wheels: Chrome Front Wheels Rear Tires: four (4) 11R22.5 16 Ply Radials Rear Wheels: four (4) aluminum wheels Air Brake System: equipped with air-operated brakes and an anti-lock braking system (ABS), air dryer, auto air drains, 20 CFM air compressor Vehicle traction and stability control Engine Exhaust Brake: Paccar compression brake Cooling System: -30 degrees Fahrenheit Exhaust System: horizontally mounted under the chassis Fuel Tank: single fuel tank, 50-gallons, left side under cab DEF Tank: 9 gallon, left side, under cab Fuel Filter: fuel/water with dash mounted alarm, indicator light No PTO Provision Steering: power Batteries: two (2) with total 2000 CCA 12-volt batteries	Chassis	1



Spec # 811 Print List

#	Component Description	Category	Quantity
SP-236	1 Adjustable tool board on small slide out tray that will slide out on either side of the body mounted in over the wheel well compartment in the front	Rescue Body	1
SP-235	Winch mounts recessed in body on sides 1 on DS in front of rear wheel and 1 on PS behind rear wheel.	Rescue Body	1



Spec # 811 Print List

#	Component Description	Category	Quantity
SP-233	The body will be a custom fabricated severe service Rescue type, constructed of all aluminum. The body shall be 196" long by 100" wide by 86" high. The body shall be painted White. SUB-STRUCTURE AND BODY FRAME The substructure shall be constructed of aluminum Channel, I-Beams, and other appropriate materials as determined by SEV Engineering upon completion of a weight and mounting analysis of the customer supplied equipment to be installed in the apparatus. The materials shall meet or exceed all industry guidelines, engineering best practices, and other applicable guidelines. FLAT-BED MOUNTING The body shall be affixed to the chassis frame rails at the front, middle, and rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. FENDER PANELS The wheel well openings will be cut out to conform to the wheels. with chrome fenderettes installed. REAR BODY PANEL A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. SIDE BODY COMPARTMENT, FRONT BODY -- DRIVER'S SIDE A body equipment storage compartments shall be installed at the front of the body. The dimensions Driver's side door opening shall not be less than: 63" wide, 70" high, and 24" deep (lower). There shall be an approximately 6' header above the roll-up door. The compartments shall be constructed of .125" aluminum smooth plate on all exterior surfaces. The doors shall be equipped with roll-up doors. SIDE BODY COMPARTMENTS, FRONT BODY -- PASSENGER'S SIDE A body equipment storage compartments shall be installed at the front of the body just behind the headache rack, one (1) each side of the apparatus. The door openings shall not be less than: 63" wide, 70" high, and 24" deep. There shall be an approximately 12" header above the roll-up door. The compartments shall be constructed of .125" aluminum smooth plate on all exterior surfaces. The doors shall be equipped with roll-up doors. FRONT TRANSVERSE COMPARTMENT The Front Vertical Drivers side and Passenger side compartments shall be fully transverse. SIDE UPPER MIDDLE BODY COMPARTMENT DRIVERS SIDE There shall be a side upper mid-body compartment installed on the Drivers side of the apparatus. The door openings shall not be less than: 57" wide, 43" high. There shall be an approximately 12" header above the roll-up door. The compartments shall be constructed of .125" aluminum smooth plate on all exterior surfaces. Each compartment shall be equipped with roll-up doors.	Rescue Body	1



Spec # 811 Print List

#	Component Description	Category	Quantity
SP-237	There shall be one (1) Honda 6500 watt generator mounted on a slide out tray, installed in PS Mid Body Compartment Generator Specs: Engine: Honda Fuel type: Gasoline Surge Watts: 6500 Voltage: 120/240 Backup start: Recoil Dimensions: Approx. 30" tall Approx. 42" Wide Approx. 28" deep Weight 216LBS The generator shall be wired to the chassis for electric starting.	Rescue Body	1
SP-244	There shall be a cribbing storage area in PS front compartment on floor. There shall be four(4) vertical dividers and a slide in panel at the front to keep cribbing away from roll up doors.	Rescue Body	1
SP-238	A stokes basket and ladder storage compartment shall be installed in the transverse mid body compartment. It shall be as high as possible. Minimum opening dimensions shall be 10" tall, full compartment width, and fully transverse. There shall be a divider placed with a 24" minimum inside width for a stokes basket. The remaining space shall be used for ladder storage. There shall be retention straps to prevent the stokes basket from impacting the Roll Up Doors. There shall a storage rack for two (2) divided backboard storage racks, mounted below the stokes basket accessible from both sides with Velcro strap for retention. There shall be three (3) storage tubes for strut storage under the backboard storage area. Mounted on the PS of the compartment with Velcro retention straps There shall be a tool storage compartment for shovels , brooms etc. with doors on both side mounted below stoke storage and ladder storage	Rescue Body	1
SP-240	There shall be a storage rack for air bags mounted in the DS front compartment wall, as high as possible. There shall be Four (4) divided slots (3" wide). 24" deep and 24" wide. There shall be an easily removable slide in cover panel to prevent the airbags from sliding into the roll up door.	Rescue Body	1



Spec # 811 Print List

#	Component Description	Category	Quantity
SP-385	Whelen PCP2 light shall be mounted on the front of the cab above the windshield. This light shall be a combo of a spot and flood light.	Electrical	1



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

Date: July 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a supplemental and modification agreement with the Oklahoma Department of Transportation (ODOT) regarding the MacArthur Street Sidewalk Project. (Shawnee: MacArthur Bike/Ped Trail) State Job No. 32996(04)

Background: In June 2021, the City of Shawnee and the Oklahoma Department of Transportation (ODOT) entered into a Project Maintenance, Financing, and Right-of-way Agreement for the MacArthur Street Sidewalk Project. That agreement capped ODOT's project contribution at \$425,810.

During the construction of the project, ODOT elected to hire a 3rd-party inspection, construction management, and materials testing team that increased the project expense substantially. In response to that, ODOT has put forth a Supplemental and Modification Agreement to the aforementioned Project Maintenance, Financing, and Right-of-way Agreement to increase ODOT's participation cap to \$817,862, an increase of \$392,052.

This increase will cover the remainder of the project balance, and thereby, close out the project.

Financial Impact: N/A

Attachments: 3299604 Supplemental MOD NOT TO EXCEED Funding Agreement

Staff Recommendation: Approval of the Supplemental and Modification Agreement #1

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

SHAWNEE: MACARTHUR BIKE/PED TRAIL

Project No.: TAP-263D(093)TP

State Job No.: 32996(04)

This Supplemental and Modification Agreement, made the day and year last written below, by and between the City of Shawnee, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

NOW, THEREFORE: the Department and Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

- A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated TAP cost of **\$817,862** as described below:

Current Funding Table

FUNDING SOURCE =>			TAP		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
32996(04)	Construction - (With 6% Inspection)	\$738,178	80 up to a limit of	\$425,810	Remainder	\$312,368
Total		\$738,178	Total=>	\$425,810	Total=>	\$312,368

Proposed Funding Table

FUNDING SOURCE =>			TAP		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
32996(04)	Construction - (With 6% Inspection)	\$1,417,564	80 up to a limit of	\$817,862	Remainder	\$599,702
Total		\$1,417,564	Total=>	\$817,862	Total=>	\$599,702

This supplement is to CAP the TAP funds

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 32996(04,05)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto

subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF SHAWNEE

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk
OF

(SEAL): Approved – THE CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government DATE
Division

Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel DATE

Deputy Director DATE



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

Date: July 15, 2024
To: Board of City Commissioners
From: Mark Simpson, Assistant City Manager
Subject: Consideration of an agreement with the Oklahoma Attorney General (OAG) regarding the City of Shawnee Opioid Abatement Grant funding award.

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.

1,200 subdivisions were eligible to apply for the Opioid Abatement Grant; 251 applicants declared their intent by November 8, 2023; and final applications had to be submitted by March 29, 2024.

On June 4, 2024, the City of Shawnee was informed that it was among the 71 entities whose grant application was accepted. The City's grant-funded, two-year opioid abatement project will include the following activities:

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 consideration of an agreement with the Oklahoma Attorney General for the awarded Opioid Abatement Grant.

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

Attachments: Conditional Award Notice - City of Shawnee, Grant Agreement - City of Shawnee

Staff Recommendation: Approval of the item



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

Notice of Grant Award

Recipient Information

Subdivision Name and Address

Shawnee, City of
16 W. 9th Street
Shawnee, OK 74801

Subdivision Type

Municipality

Primary Contact

Andrea Weckmueller-Behringer
City Manager
Andrea.Weckmueller-
Behringer@shawneeok.org
405-878-1601

Secondary Contact

Kevin Nichols
knichols@shawneeok.org
405-878-1685

Awarding Agency Contact

E. Jill Nichols
Opioid Abatement and Grants Coordinator
Office of the Attorney General
jill.nichols@oag.ok.gov
(405) 522-3314

Conditional Award Information for Grantee

Grant Award Number

OAB-24-081

Statutory Authority

Political Subdivisions Opioid Abatement Grant Act, 74 O.S. §§ 30.3-30.8

Award Action Type

New - Conditional

Date Approved and Awarded by Opioid Abatement Board

06/04/2024

Summary of Award – Financial Information

Total Amount of Funds Awarded \$124,360.56

Total Funds Leveraged

Budget Period Start Date	07/01/2024	Budget Period End Date	06/30/2026
Project Period Start Date	07/01/2024	Project Period End Date	06/30/2026

Award Acceptance Terms and Conditions

By signing and accepting this Notice of Award, Grantee agrees to comply with the requirements listed below:

- Grantees shall not supplant existing funds or otherwise fund programs or services which are an existing governmental service requirement.
- Grantees shall partner with ODMHSAS contracted, ODMHSAS certified entities, or similar accrediting body in good standing for the delivery of approved behavioral health services.
- Personnel costs, time and effort as approved in the budget may only be used on approved opioid abatement activities.
- Grantees requesting use of funds for the purchase of naloxone medication should first contact the State Department of Health and the State Department of Mental Health and Substance Abuse Services to request if any no-cost supplies are available for their project before utilizing grant funds.
- Organizations providing services under this agreement must support the use of evidence-informed substance use prevention, treatment, and recovery services. This includes, but is not limited to, the use of medications for the treatment of opioid use disorder and the administration of naloxone for emergency treatment of opioid involved toxicity. (for example, sober living organizations partnered with political subdivision(s) on the grant must not exclude residents prescribed medication for substance use disorder.)
- Grantees should implement approved evidence-based programs and practices with fidelity as designed/tested by the developer. Grantees should not modify or adapt program/practice unless approved by the program developer.
- Grantees implementing approved communications campaigns or education/awareness events are advised to utilize positive messaging, healthy behaviors, skills, and actions while avoiding fear arousal, exaggerated norms, or information-only tactics. Messages should be research-informed and sourced from credible organizations such as those included in the [Healthy Minds guidance document](#).
- Mileage awards shall be based on the IRS standard mileage rates approved for 2024.
- Grant term shall not exceed two years. Funds not expended by the term end date as defined in Grant Award Agreement shall be returned to the State.

Signature of Authorized Representative

Date



Oklahoma Office of the Attorney General

Opioid Abatement Board
313 N. E. 21st Street
Oklahoma City, OK 73105

**Notice of Grant Award
Conditional Award Instructions**

Conditional Award Instructions for Grantee

- Personnel costs must be tied to abatement strategies. Please provide details in the implementation plan.
- Provide records of personnel time spent on projects related to abatement purposes.
- Provide expense details in implementation plan.
- Refer to instructions regarding obtaining Narcan through the State Department of Health before grant funds are used.



FY 2024 OPIOID ABATEMENT GRANT AWARD AGREEMENT

This agreement including any incorporated documents and appendices (“Agreement”), is made between the State of Oklahoma, by and through the Office of Attorney General (“OAG”) and the Oklahoma Opioid Abatement Board (collectively the “State” or “OAB”), and the City of Shawnee (“Recipient”). The State agrees to provide a grant of funds (the “Grant”) to Recipient for the purpose of promoting and protecting the health of Oklahomans through abating the effects of the Opioid Epidemic in a comprehensive manner in accordance with the terms and conditions provided in this contract and pursuant to the provisions of the Political Subdivisions Opioid Abatement Grants Act (“Act”). Recipient agrees to carry out the opioid abatement project or projects (the “Project(s)”) approved by the State on June 4, 2024, in good faith and to abide by all terms and conditions of this Agreement.

1. AMOUNT AND PURPOSE OF FUNDS

The State is providing \$124,360.56 to Recipient in the form of the Grant for its use to fund the Project(s) to abate the effects of the Opioid Epidemic within the political subdivision.

2. AVAILABILITY AND USE OF FUNDS

- a. Funds are distributed to Recipient, who shall be responsible for the payment of all expenses incurred by Recipient and any subcontractor/partner in performing under this Agreement. Funding is made to available to Recipient only as authorized by the Act and the terms of this Agreement. Unless otherwise provided in this Agreement, funds shall not be expended for expenses incurred prior to, or after, the term of this Agreement. Recipient shall only use funds awarded for Project approved purposes, which are those specified in the Recipient’s application for Grant funds (the “Application”). The Application is fully incorporated into this Agreement. Additionally, in consideration of the Grant and prior to any award of funds, Recipient shall execute a release of legal claims in the form as that in Appendix “A” to this Agreement. Further, funds shall not be utilized or expended by Recipient until Recipient has memorialized and adopted the utilization or expenditure in a resolution or its equivalent government action. Recipient shall maintain Grant funds in a segregated account and shall not commingle the funds with any other of Recipient’s funds.

- b. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant.
- c. Recipient must have and maintain institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project(s). By signing this Grant contract, Recipient affirms that it is capable to plan, manage, and complete the Project(s).
- d. Funds made available through the Oklahoma Opioid Abatement Revolving Fund shall be used to supplement, and not supplant, other federal, state, and local funds. The supplement, not supplant, requirement ensures that Grant funds are expended to benefit the intended population defined in the Application, rather than being used to cover expenses that the Recipient would have paid out of other funds if Grant funds were not available.
- e. Recipient must not use staff, equipment, or other goods or services paid for with Grant funds for any work or activities not described in the Application without prior written approval from the State.
- f. Unless otherwise specified in the Application, Recipient is not required to provide matching funds.

3. TERM OF AGREEMENT

- a. This Agreement is effective upon the date last signed by the parties (the “Effective Date”) and shall automatically expire June 30, 2026, unless mutually extended and ratified by the Parties in writing (the “Term”). Prior to expiration of the Term, the Parties may ratify the Agreement for a period not to exceed one year.
- b. If the funds are not fully spent by the expiration or earlier termination of this Agreement, Recipient shall return all unencumbered funds to State, unless the State, in writing, grants an extension.

4. PERIOD OF PERFORMANCE

Recipients may only charge to the award allowable costs incurred during the period of performance, which is defined to commence on the Effective Date and conclude at 12:00 a.m. on June 30, 2026, or the date listed on the Notice of Award. Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

5. ORDER OF PRIORITY

- a. Agreement documents shall be read to be consistent and complementary. Any conflict among the Agreement documents shall be resolved by giving priority to Agreement documents in the following order of precedence:
 - i. any Addendum.
 - ii. the terms contained in this Agreement Document.
 - iii. the Notice of Award
 - iv. any applicable Request for Proposal.
 - v. any successful grant application as may be amended through negotiation and to the extent the application does not otherwise conflict with the Solicitation or applicable law.
 - vi. any statement of work, work order, or other similar ordering document as applicable; and
 - vii. other mutually agreed Agreement documents.
- b. If there is a conflict between the terms contained in this Agreement document or in Agreement-specific terms and an agreement provided by or on behalf of Recipient including but not limited to linked or supplemental documents which alter or diminish the rights of the OAB, the conflicting terms provided by Recipient shall not take priority over this Agreement. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- c. Any Agreement document shall be legibly written in ink or typed. All Agreement transactions, and any Agreement document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

6. STATE PERFORMANCE

In accordance with the terms of this Agreement, the State will provide funding for the Project up to the total amount detailed in Appendix “B” (Project budget). Funds will only be awarded on an annual basis, provided in quarterly installments and continue so long as the Recipient remains in compliance and upon the Parties extending and ratifying the Agreement as provided herein.

7. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this Agreement and to be bound by the provisions of this Agreement, and all amendments thereto, which were submitted to the State.
- b. In no event shall any subcontractor of the Recipient incur any obligation on the part of State or beyond the terms of this Agreement.

- c. Recipient shall commence implementation of the project described this Agreement within sixty (60) days from the date of receipt of funds unless otherwise agreed to in writing by State.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Opioid Grant Award or assessing compliance with the Grant requirements.
- e. Prior to being restored to good standing with the Board (i.e., removed from suspension), Recipient shall repay the Board for any expenditures for nonapproved purposes. Repayment shall be made within thirty (30) calendar days of the OAG sending written demand to Recipient.
- f. Recipient agrees to take appropriate measures to prevent any instance of abuse, neglect, and violation of OAB and/or individual rights, including termination or other appropriate discipline against any employee or agent of Recipient found to have abused or neglected, mentally or physically, or otherwise violates the rights of any individual or permitted such violation.
- g. For services rendered with funds provided under this Agreement, Recipient shall not set income eligibility standards and shall not assess fees for assistance or services. Further, services shall be provided without regard to a person's ability to pay. No person otherwise eligible for services provided with funds provided under this Agreement shall be denied treatment or services for inability to pay, and said person must be notified, in a reasonable manner, of this provision. Recipient shall not charge a fee for emergency services provided to individuals eligible for services authorized with funds provided under this Agreement, or their dependent household members, nor will SNAP benefits be solicited from individuals in exchange for services. To the extent any housing or facility programming or services are authorized under this Agreement, such program and services shall provide room, food, bathing and laundry facilities. Furthermore, such programs shall provide and maintain basic food items available for daily breakfast, lunch, dinner, and snacks.
- h. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.

8. ASSIGNMENT AND PERMITTED SUBCONTRACTOR

- a. Recipient's obligations under the Agreement may not be assigned or transferred to any other person or entity without the prior written consent of the State. Any delegation or assignment of responsibility for carrying out grant-funded activities to any entity must be pursuant to a written memorandum of understanding or contract by which the implementing organization agrees to comply with all applicable Grant terms, conditions, and assurances. Any such delegation

notwithstanding, the Recipient acknowledges that it has ultimate responsibility for compliance with all terms, conditions, and assurance of the Grant.

- b. If the Recipient is permitted to utilize a subcontractor in support of the Agreement, the Recipient shall remain solely responsible for its obligations under the terms of the Agreement, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to any subcontractors being utilized by the Recipient, the Recipient shall obtain written approval of the State of such subcontractors and each employee proposed for use by the Recipient. Such approval is within the sole discretion of the State. Any proposed subcontractors shall be identified by entity name, and by employee name, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Recipient shall provide a copy of a written agreement executed by the Recipient and subcontractors setting forth that such subcontractors are bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Recipient under the terms of all applicable Agreement Documents. Recipient agrees that maintaining such agreement with any subcontractors and obtaining prior written approval by the State of any subcontractors and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractors or an employee thereof in instances of poor performance, misconduct or for other similar reasons. Further, if an assignment or transfer is approved, the Recipient shall be liable for any act or omission of the subcontractor, including any act or omission that constitutes a breach of this Agreement.

9. NO-CONFLICT COVENANT

Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this Agreement. Recipient further covenants that no employee of State received anything of value in connection to this Agreement. Recipient further understands and agrees that it must maintain a conflict-of-interest policy consistent with Oklahoma laws and regulations and that such policy is applicable to each activity funded under the Grant. Recipients must disclose in writing to the OAB any potential conflict of interest affecting the grant or award of funds. Further, if the Recipient has an obligation under the Agreement, any plan, preparation, or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Agreement. In determining whether a conflict of interest exists, the State will rely on Okla. Ethics R. 4.7.

10. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part because of this Agreement may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this Agreement.

- b. Any publication produced with funds from the Grant must display the following language: “This project [is being] [was] supported, in whole or in part, by funding made available by the Oklahoma Opioid Abatement Board.”

11. PROCUREMENT

Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with grant funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

12. RECORDS, REPORTS, AND DOCUMENTATION

- a. Section 7 of the Act also requires that Board to maintain oversight over the expenditure of award proceeds. Therefore, all recipients of opioid grant proceeds are required to file quarterly reports with the Board by filing them with the Office of the Attorney General. Quarterly reports are due by the last day of the month immediately following the conclusion of a quarter, as provided in the table below. Quarters run by calendar year. Further, Recipient agrees to comply with any reporting obligations established by the State as related to the Grant. Additional reporting obligations include, but are not limited to, representatives of the Recipient making regular and special reports regarding the activities of the Recipient, as related to the Grant, as the State may deem needful and proper for the exercise of its duties and functions.

Quarter	Report due
First Quarter (January 1 – March 31)	April 30
Second Quarter (April 1 – June 30)	July 31
Third Quarter (July 1 – September 30)	October 31
Fourth Quarter (October 1 – December 31)	January 31

- b. The first report shall be due October 31, 2024. The report shall be consistent with the Board’s rules. The reporting period shall commence on the date of the receipt of funds. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under subsection “i,” above;
 - iii. The remaining balance of the funds provided under this Agreement;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;

- v. An explanation of any observed change in opioid rates or trends because of this project;
- vi. Programmatic performance measures; and
- vii. A brief narrative of the results, successes, and other observations from this reporting period.

The method for reporting to the OAB is subject to change during a grant cycle and may include the usage of an online software platform.

- c. As used in this Agreement and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- d. The Recipient shall maintain all books, records, accounts and other documents, including property, personnel, and financial records relative to this grant for seven (7) years after final payment. Recipient shall make these records available to State upon request. All records must properly account for all project funds and activities associated with the grant.
- e. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this Agreement for a period of seven (7) years from the ending date of this Agreement.
- f. Receipt acknowledges and agrees that it will comply with State, the State Auditor and Inspector, and their representatives relating to an audit of an Opioid Grant Award. Upon notice, which may be short, the State, the State Auditor’s Office or their representatives, shall be entitled to access any books, records, and other documents and items pertaining to the project funds for purpose of audit and examination, at Recipient’s premises during normal business hours and Recipient agrees that it will cooperate with any such review, access or monitoring. In the event any audit, litigation, or other action involving records is started before the end of the seven (7) year period, the Recipient agrees to retain these records for two (2) years from the date that all issues arising out of the action are resolved or until the end of the seven (7) year period, whichever is later.
- g. Recipient shall provide any status updates during the term of this Agreement to State upon request.
- h. The recipient hereby agrees to comply with all reporting and auditing requirements related to this grant, including funds and activities associated therewith, and including requirements that stem from the source of the funds, regardless of whether derived from litigation.

- i. The recipient agrees to forward a copy to the OAB of the recipient's audited financial statements for the fiscal year that covers the grant award. Such information shall be forward to the OAB within thirty (30) calendar days of recipient's receipt of the information.

13. BACKGROUND CHECKS AND CRIMINAL HISTORY INVESTIGATIONS

- a. Prior to the commencement of any services, Recipient shall obtain a national criminal history background checks and criminal history investigations of the Recipient's employees and subcontractors who will be providing services. In no instance shall a potential employee or subcontractor have access to facilities, data and information prior to completion of background verification acceptable to the Recipient.

14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

- a. In addition to the laws, regulations and requirements set forth herein, Recipient agrees to comply with the requirements of Oklahoma Statutes, any OAB regulations, and guidance issued by the OAB regarding the Grant. Recipient also agrees to comply with all other applicable federal or state laws, regulations, executive orders, including but not limited to those relating to non-disclosure of confidential information, the provisions of this Agreement and any Addendum attached hereto, and Recipient shall provide for compliance by other parties in any agreements it enters with other parties relating to this award. In addition to any requirements imposed in this Agreement, including those in Section 10, to the extent Recipient has subcontracted, assigned or otherwise transferred any of its rights or obligations under this Agreement, Recipient shall require the party assuming the rights or obligations to comply with all applicable statutes, regulations, guidance, and ordinances.
- b. Non-Discrimination

By submitting their proposals, Recipient certifies to OAB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Americans with Disabilities Act and the Oklahoma Central Purchasing Act. Recipient shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Agreement with public bodies to account for the use of the funds. If that Recipient is a faith-based organization and it segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body.

- c. Recipient will comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- d. Recipient will also comply with Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. E-Verify

In compliance with 25 O.S. § 1313, registration and use of federal employment eligibility verification program is required as set forth below:

- i. For purposes of this section, “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, § 403(a), as amended, operated by the U.S. Department of Homeland Security, or a successor work authorization program designated by the U.S. Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) and includes the free Employee Verification Program available at www.dhs.gov/e-verify.
- ii. Any employer with more than an average of 50 employees for the previous 12 months entering into an agreement in excess of \$50,000 with any agency of the State to perform work or provide services pursuant to such Agreement shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public Agreement.
- iii. Any such employer who fails to comply with the provisions of subsection ii shall be debarred from agreeing with any agency of the State for a period up to one year. Such debarment shall cease upon the employer’s registration and participation in the E-Verify program.

- f. Non-Collusion

By submitting their proposals, recipients certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other recipient, Recipient, manufacturer or sub-agreement or in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this proposal any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

g. Immigration Reform and Control Act of 1986

By submitting their proposals, recipients certify that they do not and will not during their performance of this award employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

h. Debarment Status

By submitting their proposals, recipients certify that they will not subcontract with organizations currently debarred by the State of Oklahoma or the U.S. Government from submitting proposals on Agreements for the type of goods and/or services covered by this award, nor are they an agent of any person or entity that is currently so debarred.

i. Recipient shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act.

j. Recipient agrees to abide by all laws related to the use of any tobacco product, electronic cigarette or vaping device on all properties owned, leased, or agreed for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or agreed for use by agencies or instrumentalities of the State.

k. Additional certifications by Recipient

i. Certification Required by 74 O.S. § 582. By executing this Contract, the Recipient certifies that it does not boycott goods or services from Israel and will not boycott Israel during the term of this Contract.

ii. Certification Required by 74 O.S. § 12005. By executing this Contract, Recipient certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Contract.

iii. Certification Required by 74 O.S. § 85.42(B). The parties to this Contract certify that no person who has been involved in any manner in the development of this Contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this Contract.

l. Litigation and claims.

Recipient represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Recipient has been disclosed in writing to the State and Recipient is not aware of any other litigation, claim, or threat thereof.

15. REMEDIAL ACTIONS

In the event of recipient's noncompliance with this Agreement, the Grant, use of funds, applicable laws and regulations, or any term or condition, Recipient consents and agrees OAB may impose additional conditions on the receipt of future award of funds, if any, or take other available remedies, including that previous payment(s) may be recouped.

16. FALSE STATEMENTS

Recipient understands that knowingly making a false statement or claims in connection with this Grant and as a part of any State investigation is a violation of law and may result in criminal or other sanctions, including fines, imprisonment, damages, and penalties.

17. INDEMNIFICATION

a. Acts or Omissions.

The Parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The State shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's sub-agreement or vendors.

Recipient shall defend and indemnify the State, its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof (the "Indemnified Parties"), as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct of the Recipient or its agents, employees, or subcontractors in the execution or performance of the Contract.

b. Limitations of Liability

With respect to any claim or cause of action arising under or related to the Contract, the State shall not be liable to Recipient for lost profits, lost revenue, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Recipient or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Recipient or its employees, agents, or subcontractors.

18. DISCLAIMER

The State expressly disclaims all responsibility or liability to Recipient or third persons for the actions or omissions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the Grant or any other losses resulting in any way from the performance of the Grant or any contract, or subcontract under the Grant.

19. MODIFICATION OR AMENDMENT

- a. This Agreement is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by the State or jointly by the Parties. Any change to the Agreement, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Recipient, is a material breach of the Agreement. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Agreement modification, shall be void and without effect and the Recipient shall not be entitled to any claim under the Agreement based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Agreement.
- b. Revisions to the Agreement must be approved in writing in advance by the State.
- c. A waiver by the State to any provision in this Agreement must be signed and in writing by the State.

20. CLOSING OUT OF AGREEMENT

- a. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall promptly return to State any funds received under this Agreement that are not expended for the agreed purposes under this Agreement. At the conclusion of the Period of Performance or termination, as applicable, Recipient shall submit any closeout documents showing proof of completion of the terms of this Agreement to State.
- b. Recipient agrees to provide any additional information required by State after the expiration or termination of this Agreement, as applicable, for the purpose of showing completion and results of the project.

21. RELATIONSHIP OF THE PARTIES

In the performance of all services rendered under this Agreement, the Recipient shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the Parties.

22. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. The Parties agree that their authorized representatives will timely meet and negotiate in good faith to resolve any problems or disputes that may arise in the performance of the terms and provisions of this Agreement.
- b. This Agreement shall be construed and interpreted pursuant to Oklahoma law.
- c. Venue for any disagreement or cause of action arising under this Agreement shall be Oklahoma County, Oklahoma.

23. TERMINATION OR SUSPENSION

- a. This Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties. Provided, however, any termination of the Agreement does not dissolve any waiver of liability signed by Recipient to receive the Grant funds.
- b. The State may terminate the Agreement, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Recipient will be provided at least thirty (30) days written notice. Any partial termination of the Agreement shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Agreement that remain in effect. Upon receipt of notice of such termination, Recipient shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.
- c. This Agreement may be terminated or suspended by State in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this Agreement within 60 days or as otherwise agreed in writing.
 - ii. Recipient fails to comply with the terms of this Agreement or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this Agreement.

- iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this Agreement.
- d. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension. Provided, termination of the Agreement shall not relieve the Recipient of liability for claims arising under the Agreement.

24. SEVERABILITY

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement that can be given effect.

25. POINT OF CONTACT

Correspondence and contact to the State shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Kristi Ice
Title: Deputy General Counsel
Phone Number: (405) 522-1214
Email: Kristi.ice@oag.ok.gov

Secondary Contact Name: Jill Nichols
Title: Opioid Response and Grants Coordinator
Phone Number: (405) 522-3314
Email: jill.nichols@oag.ok.gov

26. COUNTERPARTS

The Parties may execute this Agreement in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signature page delivered by facsimile machine or electronic mail (including any pdf format) shall be binding to the same extent as an original signature page.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties relating to the rights granted and obligations assumed by the Parties hereunder.

Agreed to the _____ day of _____, 2024.

X _____
[Recipient]

X _____
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Notice of Award

APPENDIX B –Budget

The Recipient is required to complete a budget outline for the funds awarded under the terms of this Agreement and attach as Appendix B.

Appendix B must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds and provide descriptions and overviews of the activities planned. These documents are attached to this Agreement and incorporated into the terms and requirements of this Agreement.

Funding is provided solely for the purposes in Appendix B and shall be spent solely on items in Appendix B.



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

Date: July 15, 2024
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing disposal at the City's discretion.

Background: The Santa Fe Depot was built in 1903 and 1904 and operated as railway depot until 1973. After ceasing to function as a railroad asset, the building was placed on the National Register of Historic Places in June 1974 (Ref. # 74001667), and it has been there ever since. In April 1977, the City of Shawnee acquired the Depot building and also leased the land on which the building sits from the Atchinson, Topeka, Santa Fe Railway Company. Following significant negotiations, the City of Shawnee purchased the Depot by Special Warranty Deed filed on October 14, 1986.

In 2018, Shawnee voters approved a half-cent sales tax for capital projects that included \$400,000 for the Santa Fe Depot's roof repair and remodel. Following the initial, necessary period of sales tax collection, on December 18, 2023, the City Commission approved the \$1,286,000 project (well above the \$400,000 threshold originally set) for the Santa Fe Depot "Roof and Exterior Rehabilitation."

This first phase of the Santa Fe Depot restoration included the rehabilitation of the tile roof, flashing, valleys, and gutters, as well as the masonry-repointing of the stone parapets, to ensure a water-tight roofing system. Also included were improvements to outside areas immediately adjacent to the Depot. There, spalled concrete and brick pavers were removed, and the area is being sloped to facilitate proper drainage. Stamped concrete will now be installed that is matched to the original Coffeyville pavers.

It is important to know that the stamped concrete is highly durable and economically feasible, as well as fully compliant with the Americans with Disability Act (ADA) accessibility requirements and historic preservation efforts. Thus, City staff is requesting that the Depot's previous brick pavers be declared surplus and no longer needed for City purposes. Staff also proposes to move the pavers through an auction, and that the proceeds of the sale be designated to the next phase of the restoration of the Santa Fe Depot.

Financial Impact: (Unknown at this time)

Attachments: Paver Surplus 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 SALE 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) Approximately 32 pallets of brick pavers

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 15th day of July, 2024.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: July 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 910 North Hobson.

Background: The residential structure at 910 N Hobson was brought to a Public Nuisance Administrative Hearing on the following dates:

08/25/2022 & 06/27/2024

The owner appeared for the hearing on both August 25, 2022 and June 27, 2024. The structure and property are not being maintained, and the owner has not made an effort to bring the structure up to code. This particular property has garnered public concerns regarding safety and diminished property values of the neighborhood. Staff requests denial of the appeal, and the right to proceed with demolition.

Financial Impact: N/A

Attachments: 910 N Hobson Appeal Letter, 2022 Abatement Hearing Documents, 2024 Abatement Hearing Documents

Staff Recommendation: Denial of the Appeal

Date 7/1/24 Time 2:39pm

To whom it may concern:

6/28/24

We would like to have an appeal for the decision on 910 North Hansen. We were told as long as we kept in contact there should be no issue. We have continuously updated and kept in contact. The "hearing" we had was just them letting us know a decision was made on their end, without ever contacting us to discuss anything. We feel there is a large lack of communication on the city's end. We have covered holes (that they were concerned about), we pay someone to keep up the yard and always said we would address issues. We have let the inspector know about the mental health issues since the murder and the progress being made in hopes they would communicate if we were ever nearing losing the structure. We have had two continuances on the permit. The first ~~one~~ time we got it we had just gotten the money for the project. My husband is only home about 13 days a month, which was told in the beginning, so the amount of time a continuance allows is not the amount of time we actually have to work on it. We are hoping to appeal the decision and also have a better line of communication with the people that handle these things. Thank you

John + Jeneise Watts

405.826.9534

Dilapidated Building

Hearing Checklist

ADDRESS 910 N. Hobson

Date: 7-19-22 ← Original Hearing Date

	yes	no
Water Service last date: <u>11/17/10</u>		X
Taxes Paid	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: <u>7/24/22</u>	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

As of: 6/9/2022

Property Owner**Name:** WATTS JOHN**Property Information****Physical Address:** 910 N HOBSON*Water 11-18-16***Mailing Address:** 42900 WESTECH RD
SHAWNEE, OK 74804-0000**Subdivision:** NORTH PARK AP LOTS 3 & 4**Block / Lot:** 0012 / 0007**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$5,230	\$628
Building:	25037	3004
Total:	\$30,267	\$3,632

**Estimated
Taxes:** \$365**Homestead
Credit:**\$0 Note: Tax amounts are estimates only. Contact
the county tax collector for exact amounts.**Land:**

Land Use	Size	Units
	0	Lots

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
12/11/2019	2019	14483	Warr. Deed	43.50	\$29,000	TRADEWIND PROPERTIES LLC	Q	
12/1/2019	2019	13655	Warr. Deed	0.00	\$0	HARDY DARRELL	21	
10/10/2017	2018	10812	Warr. Deed	0.00	\$0	AZIMUTH PROPERTIES LLC	21	
10/12/2016	2016	11664	Warr. Deed	15.00	\$10,000	WAHPEKECHE HAYLEY &	21	
9/14/2015	2015	12704	Quit Claim	0.00	\$0	VAN BRUNT AMBER	21	
11/17/2014	2014	16473	Quit Claim	0.00	\$0	LARMAN STANLEY G	21	
1/14/2011	2011	891	Warr. Deed	45.00	\$30,000	LARMAN GALVIN L	PQ	
6/5/1986	2011	889	NA	0.00	\$0	LARMAN GALVIN L & L GAIL	04	

Not a Legal Document.

Subject to terms and conditions.

www.datascoutpro.com

As of: 6/9/2022

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE+	Frame, Siding, Vinyl	1,508	3	1950	72	Fair	4

Exterior Wall: Frame, Siding,**Heat / Cool:** Central**Plumbing:** Full: 2**Roof Cover:** Fiberglass Shingle**Year****Remodeled:****Fireplace:** N/A**Outbuildings and Yard Improvements:**

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		9			
Raised Slab Porch - Open		16			

Tax Roll Inquiry

Pottawatomie County Treasurer

Wendy Magnus, Treasurer

325 N. Broadway Ste. 203 Shawnee, OK 74801

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



20210021970

Owner Name and Address

WATTS JOHN
42900 WESTECH RD
SHAWNEE OK 74804-0000

Taxroll Information

Tax Year : 2021
Property ID : 1935-00-012-007-0-000-00
Location : 910 N HOBSON SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 100.76
Type of Tax : Real Estate
Tax ID : 21970

Legal Description and Other Information:

NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12

Assessed Valuations	Amount	Tax Values	Amount
Land	600	Base Tax	368.00
Improvements	3054	Penalty	0.00
Net Assessed	3654	Fees	0.00
		Payments	368.00
		Total Paid	368.00
		Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/29/2021	15452	Check	Taxes	184.00	JOHN WATTS ->SAME ->->405-826-9534->Check# 36...
03/22/2022	39968	Check	Taxes	184.00	JOHN WATTS ->42900 WESTECH RD ->SHAWNEE OK 74...

Building Inspections Preliminary Report

Address 910 N. Hubson

- | | |
|---|----------------------|
| 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. [Signature]

Date 7-19-22



Notice of Hearing Concerning Dilapidated Building(s)

07/28/2022

JOHN WATTS
42900 WESTECH RD
SHAWNEE, OK 74804

Problem Property: 910 N HOBSON

Legal: NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT BLK 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 **10:30AM**, on **08/25/2022**; 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:



07/28/2022

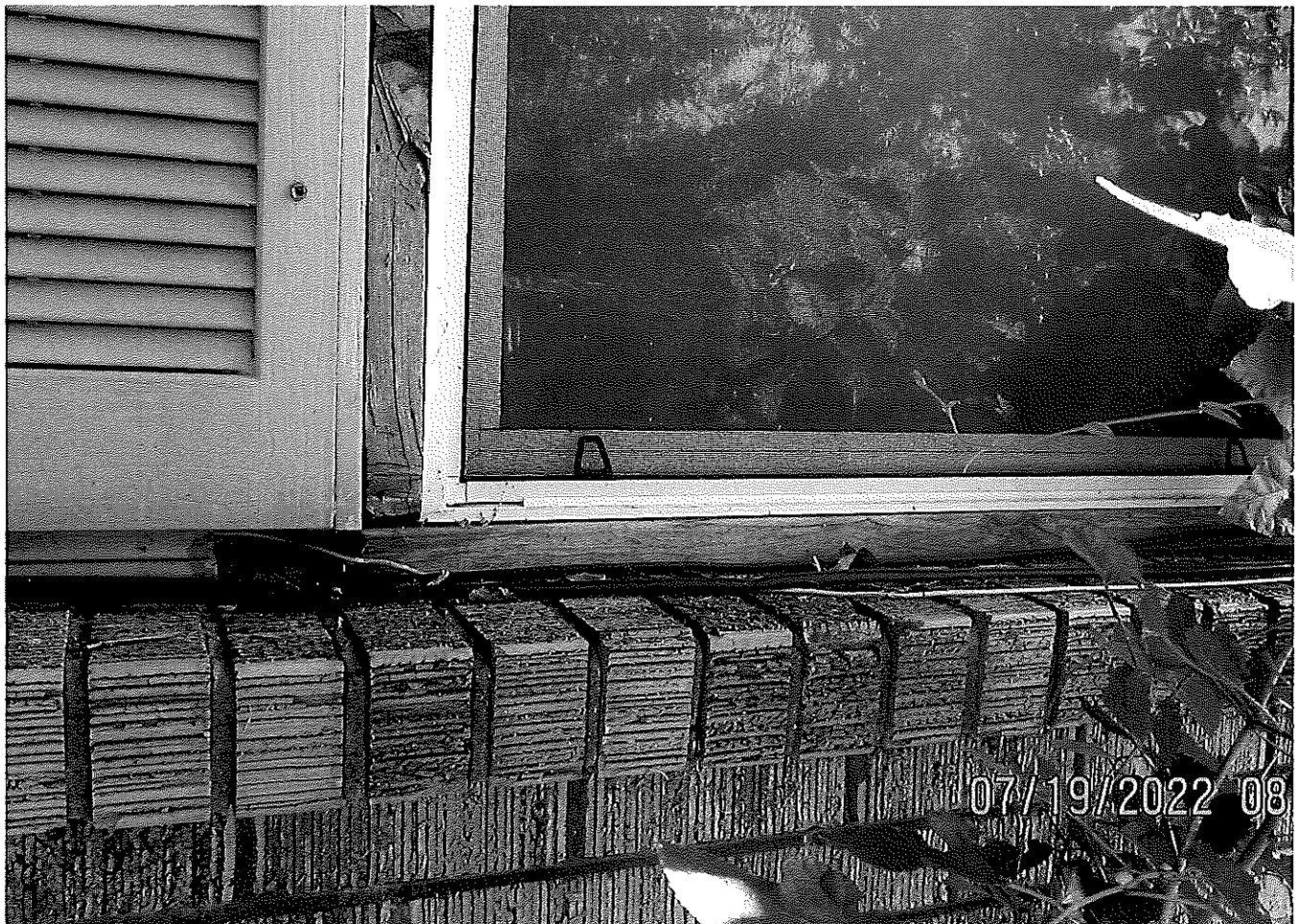
























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☐ Insured
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☐ Registered
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☐ Signature Confirmation

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or for additional
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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. John Watts	42400 Westech Rd. Shawnee, Ok. 74801	.57	.55									
2. Roy Heatley	119 S. Osage Shawnee, Ok. 74801	.57	.55									
3. Gregory B. Jackson	Po Box 3937 Shawnee, Ok. 74802	.57	.55									
4. Abe Hernandez	Po Box 354 Shawnee, Ok. 74802	.57	.55									
5. Argie Davis	132 S. McKinley Shawnee, Ok. 74801	.57	.55									
6. Lene M. Hinton ET Al	7673 State Hwy 199 Ardmore, Ok. 73401	.57	.55									
7. Tracy Climer	545 N. Elm Shawnee, Ok. 74801	.57	.55									
8. Tracy Climer	48165 Handesty Rd. Earlsboro, Ok. 74840	.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												

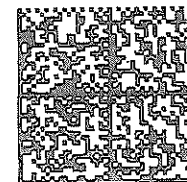
pg. 1 of 2

Name and Address of Sender

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☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

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 certificate of mailing,
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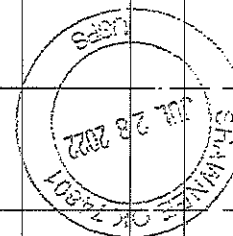


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CORRECTION
ZIP 74801

07/28/2022
 034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Gustavo & Karly Gaeta	6618 Smith Ave Jurupa Valley, CA 91782	.57	.55	
2. James & Tine Ticer	37 Mojave Shawnee, OK 74801	.57	.55	
3. Joneva Dokes	722 S. Bell Shawnee, OK 74801	.57	.55	
4. Joneva Dokes	704 S. Union Shawnee, OK 74801	.57	.55	
5. Galilee Baptist Church	1025 E. 4th Shawnee, OK 74801	.57	.55	
6. Galilee Baptist Church	720 S. Broadway Shawnee, OK 74801	.57	.55	
7.				
8.				
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, P.S. (Name of receiving employee)		
14	14	See Privacy Act Statement on Reverse		



ps. 2 of 2

(Published One Time in The County Democrat, July 29, 2022).

**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 Planning department at 222 N. Broadway on Thursday, August 25, 2022 (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 545 N Elm -- Patchins Blk. 4 Lots 47 & 48 -- Tracy Cline

9:30 AM 544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustav & Karely Gaeta

10:00 AM 722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. -- Joneva Dokes

10:30 AM 910 N Hobson -- North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 -- John Watts

11:00 AM 214 W Oakland -- Shawnee AP BLK. 96 E30' Lots 13 & 14 & PT of Blk. 96 & 97 30'x50' -- Roy Heatley

1:00 PM 202 N Kimberly -- Oak Park Blk. 16 Lots 10 thru 12 -- Gregory B Jackson

1:30 PM 720 S Broadway -- AP Shawnee Blk. 150 lot 13 thru 16 -- Galilee Baptist Church

2:00 PM 231 S Oklahoma -- Seminole Blk. 3 Lot 24 & 25 -- Abe Hernandez

2:30 PM 132 S McKinley -- Beards AP Blk. 14 PT Blk. C Beards Blk. 3 Lot 10 -- Argie Davis

3:00 PM 315 S Pennsylvania -- Seminole Blk. 5 Lot 6 & N1/2 Lot 7 -- Lina M Hinton

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:

July 29, 2022

Publishing Fee \$ 100.00

/s/ Renee' Wortham

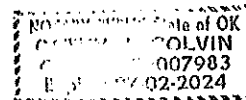
Subscribed and sworn to before me this 29TH

day of JULY, 20 22

/s/ Carly J. Colvin

Notary Public

Commission expires: 07/02/24



NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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9:00 AM 545 N Elm – Patchins Blk. 4 Lots 47 & 48 – Tracy Climer

9:30 AM 544 N Elm -- Patchins Blk. 3 Lots 1 & 2 -- James & Tina Ticer - Gustavo & Karely Gaeta

10:00 AM 722 S Bell -- AP Shawnee Blk. 149 E1/2 of Lots 13 thru 15 & 10' vacated Bentley St. – Joneva Dokes

10:30 AM 910 N Hobson – North Park Add AP the North 75' of lot 20 in lots 3 & 8 Blk. 12 and North Park Add the North 75' of lot 7 Blk. 12 – John Watts

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YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE BUILDING(S) WITHOUT FURTHER NOTICE. Page 178 of 413

Name and Address of Sender

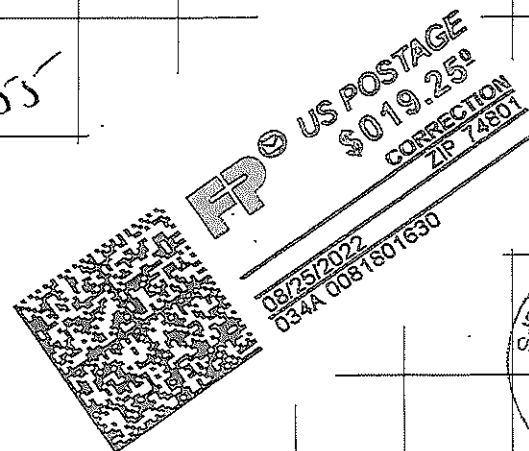
Check type of mail or service:

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☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
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19.25

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. Joneva Dockes	704 S. Union Shawnee, OK 74801	.57	.55									
2. Tracy Clineer	48105 Hardesty Rd Earlsboro, OK 74840	.57	.55									
3. Tracy Clineer	545 W Elm Shawnee, OK 74801	.57	.55									
4.												
5.												
6.												
7.												
8.												



Total Number of Pieces Listed by Sender

35

Total Number of Pieces Received at Post Office

35

Postmaster, PSN (Name of receiving employee)

R. Monro

See Privacy Act Statement on Reverse

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

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copies of this bill)

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.	12608 ANNOUNCED DR OKLAHOMA CITY, OK 73120	.57	.55									
2.	46800 E WOLVERINE RD SHAWNEE, OK 74801											
3.	622 S. PARK SHAWNEE, OK 74801											
4.	P O BOX 3937 SHAWNEE, OK 74802											
5.	132 S. MCKINLEY SHAWNEE, OK 74801											
6.	1308 E. MAIN SHAWNEE, OK 74801											
7.	42900 WESTCH RD. SHAWNEE, OK 74802											
8.	722 S. BELL SHAWNEE, OK 74801											
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

08/25/2022



BEFORE THE ADMINISTRATIVE HEARING OFFICE FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 25th day of August, 2022 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).

IT IS THEREFORE ORDERED that: (Address) 910 N. Hobson

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 _____, 202__ and shall complete remodel/demo no later than 6 months from date of permit _____, 202__

4) Structure ordered to be razed/removed on or about Sept. 9th, 2022

Failed to appear
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.**

HEARING DATE 8-25-22 ADDRESS 910 N Hobson

OWNER PRESENT Yes ☒ No ☐ Who _____

TIME MEETING STARTS 10:30

NOTES _____

NO SHOW

John Watson Watts

2016 Vacant

Brick ~~repl~~

Overgrown

House been gutted??

Taxes pd

NO Mortgage

ORDER

Demo Sept 9 2022

lieu

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

75 N. 21M

210 S. Pennsylvania

44 N. Elm

22 S. Bell

10 N. Hobson

14 W. Oakland

02 N. Kimberly

20 S. Broadway

31 S. Oklahoma

32 S. McKinley

Sign In Sheet

DATE 8-25-22

(PLEASE PRINT)

ADDRESS	NAME	PHONE #	MAILING ADDRESS
---------	------	---------	-----------------

545 N. Elm	failed to appear		
------------	------------------	--	--

44 N. Elm	LaDonna Jones Bryce		
-----------	---------------------	--	--

	John Knighten		
--	---------------	--	--

	Racene Jones		
--	--------------	--	--

22 S. Bell	failed to appear		
------------	------------------	--	--

10 N. Hobson	failed to appear		
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14 W. Oakland	R. J. Jones		
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Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 910 N HOBSON
Lot 003 Thru 008, Block 012
NORTH PARK AP ADDITION

OWNER: JOHN WATTS

HEARING DATE: August 25, 2022

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 1,508 sqft residential structure with brick & vinyl siding and wood frame roof which has been vacant since 2016 , according to City utility records.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple areas in the brick and soffit that are missing and windows that were installed without the proper weather proof barrier allowing the elements to enter the structure unimpeded and the property is overgrown and has trash in the front and rear. Upon my inspection it appears the interior of the house has been gutted.
- Notice mailed by Certificate of Mailing and posted upon property on or about July 28, 2022.
- There is no mortgage
- taxes are paid

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 remodel permit within 48 hours of the hearing and the structure must be remodel 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 July 28, 2022.

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 remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after September 9 ,2022 if owner fails to apply for permit within the 48hrs or if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after Thursday March 9 ,2023.



OKLAHOMA

Permit #: 20220979

Permit Date: 09/19/22

Permit Type:

Permit Type: B - Residential - Remodel

Residential/Commercial: Residential

Applicant Name: JOHN WATTS

Applicant Address: 42900 WESTECH RD

City, State, Zip: SHAWNEE, OK 74801

Phone Number: 442.237.8135

Email Address: johnwatts11.jw@gmail.com

Description: REMODEL - ABATEMENT

Project Description: SINGLE FAMILY

Project Cost: 30000

Square Feet: 1959

Net Increase Square Feet: 0

Flood Plain Property Encroachment:

Flood Plain Permit Required:

Issued Date: 09/20/2022

Expiration Date: 10/03/2023

Completion Date:

Mailing Number:

Status: Open

Assigned To: Kevin Moore

Property

Parcel #	Address	Legal Description	Owner Name	Owner Phone	Zoning
1935-00-012-007-0-000-00	910 N HOBSON	NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT BLK 12	JOHN WATTS	442.237.8135	A1

Plan Reviews

Date	Review Type	Description	Assigned To	Review Status
09/19/2022	Building	house is require to be brought up to current codes	Kevin Moore	Approved

Fees

Fee	Description	Notes	Amount
New / Addition / Remodel - Residential			\$333.03

Dilapidated Building

Hearing Checklist

ADDRESS 910 N. Hobson

Date: 5-13-24

	yes	no
Water Service last date: <u>11 / 18 / 16</u>		X
Taxes Paid	X	
Mortgage		X
Prior Notice Hearing date: <u>7 / 28 / 22</u>	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: <u>5 / 31 / 24</u>	X	
Flood Plain		X
Fire Damage		X
Inspector Report	X	

Building Inspections Preliminary Report

Address 910 N. Hobson

- | | |
|---|---|
| 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



Date

5-14-24

Parcel: 1935-00-012-007-0-000-00

As of: 5/11/2024

**Pottawatomie County
Report**

ID: 630021970

Property Owner**Name:** WATTS JOHN**Property Information****Physical Address:** 910 N HOBSON**Mailing Address:** 42900 WESTECH RD
SHAWNEE, OK 74804-0000**Subdivision:** NORTH PARK AP LOTS 3 & 4**Block / Lot:** 0012 / 0007**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.000**Extended Legal:** NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 &; 8 BLK 12 AND NORTH
PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12**Market and Assessed Values:****Taxes:**

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)
Land:	\$5,230	\$5,230	\$628
Building:	37,151	26,550	3,186
Total:	\$42,381	\$31,780	\$3,814

**Estimated
Taxes:** \$398**Homestead
Credit:**

\$0

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
12/11/2019	2019	14483	Warr. Deed	43.50	\$29,000	TRADEWIND PROPERTIES LLC	Q	
12/1/2019	2019	13655	Warr. Deed	0.00	\$0	HARDY DARRELL	21	
10/10/2017	2018	10812	Warr. Deed	0.00	\$0	AZIMUTH PROPERTIES LLC	21	
10/12/2016	2016	11664	Warr. Deed	15.00	\$10,000	WAHPEKECHE HAYLEY &	21	
9/14/2015	2015	12704	Quit Claim	0.00	\$0	VAN BRUNT AMBER	21	
11/17/2014	2014	16473	Quit Claim	0.00	\$0	LARMAN STANLEY G	21	
1/14/2011	2011	891	Warr. Deed	45.00	\$30,000	LARMAN GALVIN L	PQ	
6/5/1986	2011	889	NA	0.00	\$0	LARMAN GALVIN L & L GAIL	04	

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE+	Frame, Siding, Vinyl	1,508	3	1950	74	Fair	4

Exterior Wall: Frame, Siding,

Heat / Cool: Central

Plumbing: Full: 2

Roof Cover: Composition Shingle

Year

Remodeled:

Fireplace: N/A

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Raised Slab Porch - Covered		9			
Raised Slab Porch - Open		16			

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



Owner Name and Address

WATTS JOHN
42900 WESTECH RD
SHAWNEE OK 74804-0000

Taxroll Information

Tax Year : 2023
Property ID : 1935-00-012-007-0-000-00
Location : 910 N HOBSON SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 104.47
Type of Tax : Real Estate
Tax ID : 21970

Legal Description and Other Information:

NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT 7 BLK 12

Assessed Valuations	Amount
Land	628
Improvements	3004
Net Assessed	3632

Tax Values	Amount
Base Tax	379.00
Penalty	0.00

Tax Values	Amount
Fees	0.00
Payments	379.00
Total Paid	379.00
Total Due	0.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
01/04/2024	30807	Check	Taxes	379.00	JOHN AND JANEILL WATTS->42900 WESTECH RD,->SH...

login (build: 23127:20240308.2)
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Notice of Hearing Concerning Dilapidated Building(s)

05/30/2024

JOHN WATTS
42900 WESTECH RD
SHAWNEE, OK 74804

Problem Property: 910 N HOBSON

Legal: NORTH PARK ADDITION AP THE NORTH 75' OF LOT 20 IN LOTS 3 & 8 BLK 12 AND NORTH PARK ADDITION THE NORTH 75' OF LOT BLK 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 **10:30AM**, on **06/27/2024**; 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:



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

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. Dorothy Cooks	309 W. Chapman Shawnee, OK 74801	.64	.55									
2. Dimitry B. Irvana Karpenko	127 Stockbridge Dr. Spartanburg, SC 29301											
3. Jerry Matthews Rental Prop. LLC.	611 E. Main Shawnee, OK 74801											
4. John Watts	42900 Western Rd. Shawnee, OK 74804											
5. Patrick Hales	443 S. Pen Shawnee, OK 74801											
6. Vineyard Castleberry Holdings LLC.	P.O. Box 1801 Shawnee, OK 74802											
7. JAT Realty Inc.	8216 NW 117th St. OKC, OK 73162											
8. Nadine Barker c/o Ron Cleveland	P.O. Box 622 Bethany, OK 73008	.64	.55									
Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)										

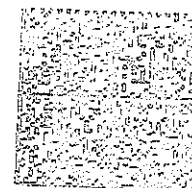
See Privacy Act Statement on Reverse

Name and Address of Sender

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



US POSTAGE
 \$ 006.05
 05/30/02
 034R 0081801830

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handl Charg
1. Barbara Trent	1035 W. Dewey Shawnee, OK. 74801	.64	.55	
2. Edmonson Tommy Adenia	4031 Fred Stevens Ln. Choctaw, OK. 73020	.64	.55	
3. Raymond J. Kutanski Jr.	807 N. Hobson Shawnee, OK. 74801	.64	.55	
4.				
5.				
6.				
7.				
8.				

Ps. 2 of 2

Total Number of Pieces Listed by Sender 11
 Total Number of Pieces Received at Post Office 11
 Postmaster, Per (Name of receiving employee) [Signature]

See Privacy Act Statement on Reverse

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 June 27th 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 226 E Anna -- Richard & Mary's
bag 304'e & 42's of 1/16th corner of 1/4 sec. line
running n & s on w line se 18-10-4 e50' s140'
w50' n140' to pob pt of blk 1 of Richard & Mary's
-- Jerry Mathews Rental
9:30 AM 309 N Chapman -- Fairgrounds
Blk. 6 Lots 20 & 21 -- Dorothy Cooks
10:00 AM 405 S Minnesota -- Seminole Blk.
11 Lot 30 & 31 -- Dmitry & Iryna Karpenko
10:30 AM 910 N Hobson -- North Park
add ap the North 75' of lot 20 in lots 3 & 8
blk 12 North 75' of lot 7 blk 12 -- John Wat
ts
11:00 AM 443 S Pennsylvania -- Seminole
Blk. 10 Lots 22 -- Patrick D Hales
1:00 PM 706 E Grant -- Beverly Hills Blk. 48
Lots 17 & 18 -- Jai Realty Inc.
1:30 PM 713 S Union -- AP Shawnee Blk. 148
lot 16 & 17 -- Nadine Booker c/o Ron Cleveland
2:00 PM 1035 W Dewey -- Mehms - sub of lots
g & h of Goode & wood blk 5 lot 4 -- Barbara S
Trent
2:30 PM 1424 W Wallace -- Maywood W50'
Blk. 3 -- Tommy & Adena Edmonson
3:00 PM 1127 E 10th -- Whitaker Blk. 11 Lots
13 & 14 -- Raymond J Lutonski Jr.

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.

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/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:

May 31, 2024

Publishing Fee \$ 101.00

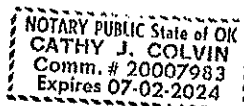
/s/ Renee' Wortham

Subscribed and sworn to before me this 31st

day of May, 20 24.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



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.

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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
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PROPERTIES IN VIOLATION AND TIME OF HEARINGS

- 9:00 AM 226 E Anna -- Richard & Mary's beg 304'e & 42's of 1/16th corner of ¼ sec. line running n & s on w line se 18-10-4 e50' s140' w50' n140' to pob pt of blk 1 of Richard & Mary's -- Jerry Mathews Rental
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- 2:00 PM 1035 W Dewey -- Mehms -sub of lots g & h of Goode & wood blk 5 lot 4 -- Barbara S Trent
- 2:30 PM 1424 W Wallace -- Maywood W50' Blk. 3 -- Tommy & Adena Edmonson
- 3:00 PM 1127 E 10th -- Whittaker Blk. 11 Lots 13 & 14 -- Raymond J Lutomski Jr.

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,

706 E. Grant
712 S. Union
1035 W. Dewey
1424 W. Wallace
1127 E 10th

DATE 6-22-24

(PLEASE PRINT)

[illegible]

226 E. Anna Called failed to appear
309 N. Chapman failed to appear
405 S. Minnesota Iryna Kourpenka 8642742205
910 N. HADSON JOHN WATTS 405. BLb. 9634 42900 WESTECH RD SHAWNEE 74804

HEARING DATE 06-27-24 ADDRESS 910 A. HARRISON

OWNER PRESENT Yes/No/Who JOHN WATTS

TIME MEETING STARTS 10:45

NOTES

RE HEARING

Talk to City Manager For extension

ORDER

ordered
Permitted For Demo

PERMIT OBTAINED BY 06-27-24

MEETING ADJOURNED

STRUCTURE REMOVED BY 06-27-24

10:50

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 910 N HOBSON
Lot 003 Thru 008, Block 012
NORTH PARK AP ADDITION

OWNER: JOHN WATTS

HEARING DATE: June 27, 2024

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 1,508 sqft residential structure with brick & vinly siding and wood frame roof which has been vacant since 2016, according to City utility records and this is a rehearing.
- Other public nuisance cases since 1) Dilapidated Building, 2) Dwelling Unfit for Habitation
- Building Official Report: The residential structure has multiple areas in the brick and soffit that are missing and windows that were installed without the proper weather proof barrier allowing the elements to enter the structure unimpeded and the property is overgrown and has trash in the front and rear. Upon my inspection it appears the interior of the house has been gutted.
- Notice mailed by Certificate of Mailing and posted upon property on or about July 28,2022.
- There is no mortgage
- taxes are paid

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 remodel permit within 48 hours of the hearing and the structure must be remodel 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 July 28, 2022.

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 remodel permit within (48) hrs of the hearing date. The abatement shall commence on or after July 1, 2024 if owner fails to apply for permit within the 48hrs or if owner fails to complete the permit within (180) days after being issue, The abatement shall commence on or after July 8,2024.

BEFORE THE ADMINISTRATIVE HEARING OFFICE OR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 27th day of June, 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 John Watts
/ / 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) 910 N. Hobson

1) The Respondent shall commence the:

(a) ☒ Dismantling and removal of the building(s)

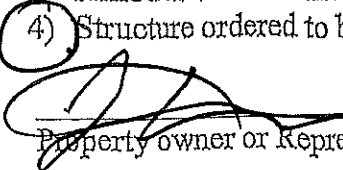
(b) / / Board and secure structure(s)

(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 July 1st, 2024 and shall complete remodel/demo no later than 6 months from date of permit January 1st, 2025

4) Structure ordered to be razed/removed on or about July 8th, 2024


Property owner or Representative

You have 10 days to appeal this
to the City Commission.


Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

10:30



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: July 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing for the request of a Conditional Use Permit (CUP) for a Short Term Rental (STR) located at 15305 Perry Road, Shawnee, Oklahoma.
Case No.: CUP03-24 | Applicant: Josh & Beverly Koch

Background: The subject property is located at 15305 Perry Road in the Shawnee Twin Lakes area on the Coffman Tract. This Conditional Use Permit (CUP) application is being requested to allow for a Short Term Rental (STR). A Conditional Use Permit (CUP) is required per the Short Term Rental ordinance (Ordinance #2804NS) to allow one (1) Accessory Dwelling Unit (ADU) on the property. The property is currently zoned A-1 Agricultural.

Discussion:

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located..." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, the Short Term Rental ordinance allows for a Short Term Rental with a Conditional Use Permit (CUP) under the provisions of Section 22-301. Section 22-302 of the Code notes that the A-1 Agricultural District and A-1 District with the Lake Protection Zone (LPZ) both allow for Short Term Rentals subject to acquiring a Conditional Use Permit (CUP).

Additionally, the STR Ordinance highlights a number of requirements regarding Life/Health/Safety, parking, and property rules that must be adhered to. The applicant has furnished those as part of the application. The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has an Agricultural land use designation. A-1 Agricultural is an appropriate zoning district for this land use designation. With this in mind, the request for the Conditional Use Permit (CUP) is in conformance with the 2040 Comprehensive Plan.

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is applying for the CUP in order to have the STR be in compliance with the Short Term Rental ordinance.
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for STR's per Section 22-304 of the Zoning Code are required conditions.

Based on the review of the application and the listed Findings, staff and the Planning Commission recommend to the City Commission APPROVAL of CUP03-24 to locate one (1) Short Term Rental (STR) at 15305 Perry Road with the following conditions:

- All requirements of the Short Term Rental ordinance (Ordinance #2804NS) are adhered to.

Options:

- Recommending Approval of Case No. CUP03-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Recommending Approval of Case No. CUP03-24 to allow for one Accessory Dwelling Unit as requested by the applicant with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for CUP03-24.
- Recommending Deferral Case No. CUP03-24 with a request for additional and specific information to a certain date.

The Planning Commission recommended approval of this item on a 7-0 vote at their July 3, 2024, regular meeting.

Financial Impact: None

Attachments: STAFF CUP03-24 15305 Perry Rd, CUP03-24 Application, CUP03-24 Notice to PUBLISH 15305 Perry Road, CUP03-24 OWNERS Letter 15305 Perry Rd, STR Ordinance 2804NS, CUP03-24 PC to CC Record of Action

Staff Recommendation: Proceed with the Public Hearing and approval of the Conditional Use Permit



Planning Commission Meeting – 7.3.2024 – City of Shawnee, Oklahoma

Staff Report | CUP03-24 | 15305 Perry Road

Date: June 27, 2024

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Subject: **Staff Report** - Public hearing and consideration of a request for a Conditional Use Permit (CUP) for a Short Term Rental (STR).
Case No. CUP03-24 | Applicant: Josh & Beverly Koch

Background

The subject property is located at 15305 Perry Road in the Shawnee Twin Lakes area on the Coffman Tract. This Conditional Use Permit (CUP) application is being requested to allow for a Short Term Rental (STR). A Conditional Use Permit (CUP) is required per the Short Term Rental ordinance (Ordinance #2804NS) to allow one (1) Accessory Dwelling Unit (ADU) on the property. The property is currently zoned A-1 Agricultural.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, the Short Term Rental ordinance allows for a Short Term Rental with a Conditional Use Permit (CUP) under the provisions of Section 22-301. Section 22-302 of the Code notes that the A-1 Agricultural District and A-1 District with the Lake Protection Zone (LPZ) both allow for Short Term Rentals subject to acquiring a Conditional Use Permit (CUP).

Additionally, the STR Ordinance highlights a number of requirements regarding Life/Health/Safety, parking, and property rules that must be adhered to. The applicant has furnished those as part of the application. The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has an Agricultural land use designation. A-1 Agricultural is an appropriate zoning district for this land use designation. With this in mind, the request for the Conditional Use Permit (CUP) is in conformance with the 2040 Comprehensive Plan.

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is applying for the CUP in order to have the STR be in compliance with the Short Term Rental ordinance.
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for STR's per Section 22-304 of the Zoning Code are required conditions.

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission APPROVAL of CUP03-24 to locate one (1) Short Term Rental (STR) at 15305 Perry Road with the following conditions:

- All requirements of the Short Term Rental ordinance (Ordinance #2804NS) are adhered to.

Options:

- Recommending Approval of Case No. CUP03-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Recommending Approval of Case No. CUP03-24 to allow for one Accessory Dwelling Unit as requested by the applicant with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for CUP03-24.
- Recommending Deferral Case No. CUP03-24 with a request for additional and specific information to a certain date.

This CUP application will be heard at the City Commission meeting on Monday, July 15, 2024, at 6:00 pm.

273.1276

PLANNING COMMISSION APPLICATION



City of Shawnee
Community Development
Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only	
Case Number:	02-04 03-24
Project Number:	20240804
Date Filed:	5-21-2024
_____ Planning Commission Secretary	

REQUEST:

☐ Rezoning
☒ Conditional Use Permit
Short term / mid term rental

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 15305 Perry Rd Shawnee OK 74801

LEGAL DESCRIPTION: Lease 5689 Tract Coffman Lot #6

PROPERTY OWNER (S): Joshua Koch

PROPERTY AGENT (APPLICANT): Beverly Koch

APPLICANT'S ADDRESS: 15379 Walker Rd

CITY: Shawnee **STATE:** OK **ZIP:** 74801

EMAIL ADDRESS: kochdc@gmail.com

TELEPHONE NUMBER: (405) 305-7802 **CONTACT NUMBER:** (405) 620-3547

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ **CURRENT USE:** _____

PROPOSED ZONING: _____ **PROPOSED USE:** Short term rental

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

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Bj
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 5114

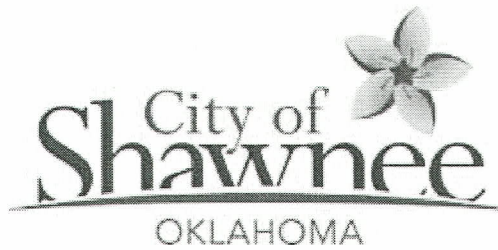
PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____



Permit #: 20240804

Permit Type:

Address: 15305 PERRY RD

City: SHAWNEE

State: OK

Zip: 74801

Owner: CITY OF SHAWNEE

Owner Address: 222 N BROADWAY

Owner City: SHAWNEE

Owner State: OK

Owner Zip: 74801

Owner Phone: 14058781666

Owner Email: cosinspections@shawneeok.org

Receipt #: 5114

Date: 05/21/2024

Paid By: JBK HOLDINGS LLC

Description:

Payment Type: Check

Payment Type Description: 1144

Accepted By: Sandi Rehagen

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
CUP	ZBOA		0.00	280.00	280.00
				Total:	\$280.00

Planning Department Application Submittal Guidelines - City of Shawnee, OK

Planning Department – 222 N. Broadway Ave. – 405-878-1672

Rezoning (RZ) – Conditional Use Permits (CUP) – Planned Unit Developments (PUD)

Applicants must speak with a member of the Planning Department staff **prior** to submitting an application. Please contact the Planning Department to schedule a time to discuss your application with a staff member. Initial meetings can be over the phone, virtual, or in-person. Follow-up phone calls and emails are welcomed.

Application packages shall be submitted to the Planning Department **at least 30 days** prior to the Planning Commission meeting. Attached to these guidelines are a current Planning Commission meetings calendar and the corresponding due dates for application submittal.

The submittal package shall include **Application – Deed or Affidavit – Mailing List – Fees**

Application

The completed and signed application. Include the full legal description of the subject property – attached by separate sheet if necessary. Incomplete or unsigned applications will not be accepted or will be returned.

Deed or Affidavit

A copy of the deed of ownership or a signed affidavit from the property owner explicitly giving permission for the public hearing for a rezoning is allowed on the subject property.

Mailing List

A mailing address list of all property owners located within a 300' radius of the perimeter of the subject property lines. Multi-family uses or treatment facilities rezoning requests require a radius of 1,320 feet and increased notice time. (*see next page*)

✦ The certified list **must be obtained** from a registered, bonded abstract company or a licensed title insurance company. The cost of obtaining the list is the applicant's responsibility.

Fees

The fees due with submittal are application and sign fees. Calls or emails to confirm are welcomed.

=====

Upon receipt, staff will review the submittal and contact the applicant with any questions.

In compliance with Oklahoma State Statute the notifications of a public hearing must be mailed, published, and posted not less than 20 days prior to the public hearing meeting date

- A notification of a public hearing shall be mailed to all property owners located within a 300' radius of the perimeter of the subject property lines. City staff will generate and mail the notification letters.
- A legal notice of a public hearing shall be published in a newspaper of general circulation in Shawnee. City staff will arrange for the publication.
- A sign announcing a public hearing shall be posted on the subject property by the City.

- The Planning Commission will hold a public hearing to review the rezoning/CUP/PUD request. The Planning Commission is a recommending body, so a recommendation of approval, approval with conditions, or denial will be forwarded with the application to the City Commission for review.
 - While not required, the applicant or a knowledgeable representative should plan to attend and speak at the public hearing. Legal representation is not needed.
- The City Commission will hold a public hearing and review the rezoning/CUP/PUD request along with the Planning Commission's recommendation. If you do not attend the meeting, you may contact the Planning Department after the City Commission meeting for the final decision. The City Commission typically meets the first and third Mondays of each month at 6:00 p.m.

=====

- When a rezoning request is for multi-family or treatment facilities, and similar facilities
 - 11 O.S. 43-106 – “ In addition to the notice required in this subsection, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes, the entity proposing the zoning change shall mail a written notice within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located...”
 - ❖ This additional notification time will affect the due date for application submittal. The typical due date is 30-days prior to the scheduled Planning Commission meeting you wish to attend. For the uses listed pursuant to 11 O.S. 43-106, the submittal due date may be 60-days prior to the public hearing meeting. Planning staff will confirm an application due date on a case-by-case basis.

Planning Applications Submittal Checklist

- ☒ Meeting with Planning Department staff member
- ☒ Application – completed and signed
- ☐ Certified list of property owners' addresses obtained from a licensed abstract or title company
- ☒ Deed or Affidavit – proof of ownership or signed permission for land use change application
- ☒ Fees – The cost of the application and applicable fees are due at the time of submittal.



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 #5689 **TRACT NAME** Coffman **LOT #**6

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 03/20/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JOSHUA KOCH,
15379 WALKER RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

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

15305 PERRY RD

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

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

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

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

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

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

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:

LISA KARYON

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

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.

DECLARATIONS

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

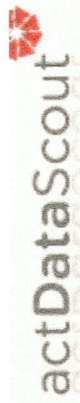
Coverage afforded by this policy is provided by:

State Farm Fire and Casualty Company
PO BOX 853907
Richardson TX 75085-3907

A Stock Company with Home Offices in Bloomington, Illinois.

36-EA-Y786-1	Policy Number
Named Insured and Mailing Address Koch, Joshua L & Glinsky-Koch, Beverly L 15379 Walker Rd Shawnee, OK 74801-3449	
The Policy Period begins and ends at 12:01 a.m. Standard Time at the residence premises. 03/28/2024 03/28/2025	Effective Date 12 months - Policy Period Expiration of Policy Period
Limit of Liability - Section 1 \$261,900 Dwelling \$196,425 Personal Property Limit of Liability - Section 2 \$100,000 - Personal Liability Included \$1,000 Medical Payments to Others Policy Type Homeowners A1 - Replacement Cost - Similar Construction Increased Dwelling Up to \$52,380 - Option ID	Automatic Renewal - If the Policy Period is shown as 12 months , this policy will be renewed automatically subject to the premiums, rules and forms in effect each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law. Deductibles - Section I 1% \$2,619 ALL LOSSES In case of loss under this policy, the deductible will be applied per occurrence and will be deducted from the amount of the loss. Earthquake: Policy Premium \$2877
Location of Premises 15305 Perry Rd Shawnee, OK 74801-3470	
Forms, Options, & Endorsements HW-2136 Homeowners Policy	Amendatory Endorsement
Mortgagee & Addl. Interests	Agent Name & Address TJ Painter 1386 S Douglas Blvd Midwest City, OK 73130-5215 (405) 455-7577

All property surrounding is owned by the City of Shawnee.



Email / Username

Password

Log in

- Real Property ▾
- Personal Property ▾
- Business Personal ▾
- Tax Records ▾
- Land Records ▾
- Marriage Records ▾



Parcel: 0000-15-010-002-0-010-00
As of: 5/21/2024

**Pottawatomie County
Report**

ID: 630008459

Property Owner

Name: CITY OF SHAWNEE

Property Information

Physical Address:

Mailing Address: XXXXXXXX
SHAWNEE, OK 74801-0000

Subdivision:

Block / Lot: N/A / N/A

S-T-R: 15-10N-02E

Type: (EX) Exempt

Tax Dist: (204) I2 Shawnee

Size (Acres): 160.000

Extended Legal: I-2SR NE

Market and Assessed Values:

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)
Land:	\$160	\$0	\$0
Building:	0	0	0
Total:	\$160	\$0	\$0

Taxes:

Estimated Taxes:	\$0
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

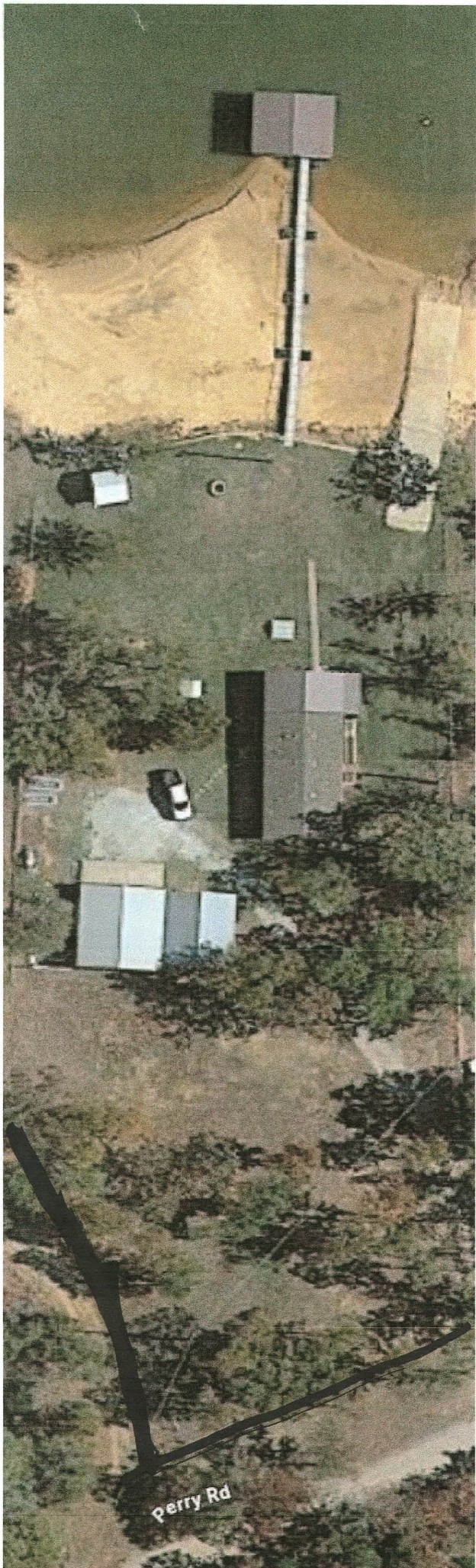
Land Use	Size	Units
	160.00	Acres

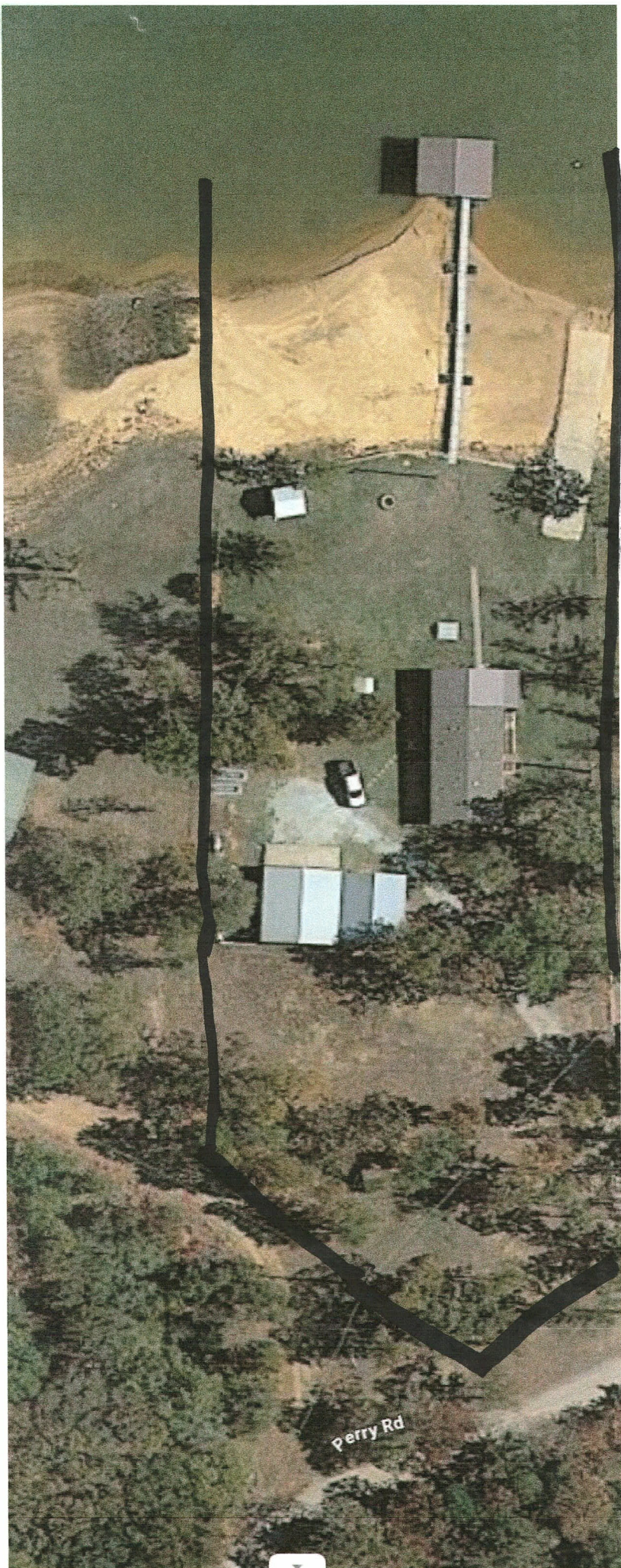
Map:



Not a Legal Document.
Subject to terms and conditions.
www.actdatascout.com

Page 1







Green = 1st floor
windows

BLUE = interior
doors

RED = Exterior
doors

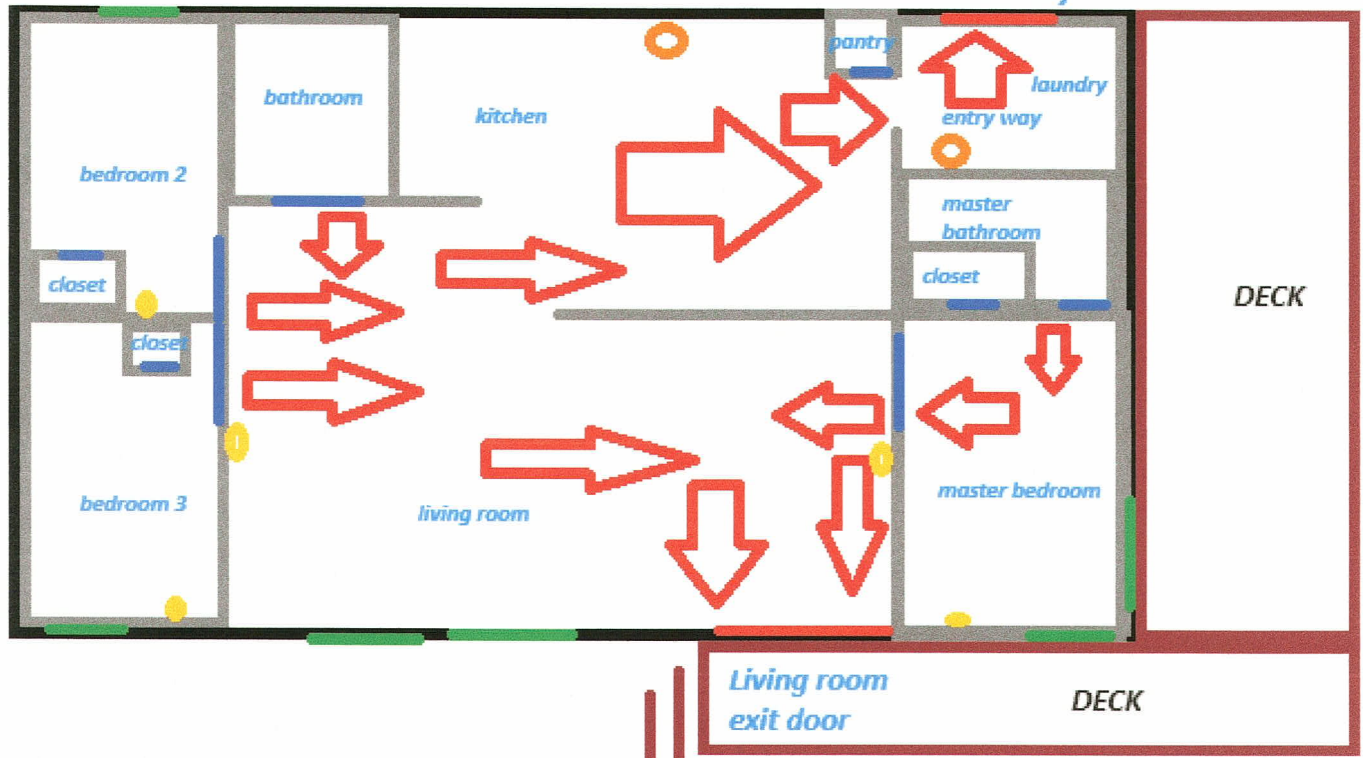
Orange = Fire
extinguisher locations

Yellow = Smoke and carbon
monoxide detectors

In the event of fire, proceed to the nearest exit possible.

*Fire extinguishers are located in the kitchen cabinets
under the sink and in the tall entry way cabinet on
the bottom shelf.*

*First AID Kit is in the top drawer next to the sink of the main bathroom
main entry*



CATFISH COVE FIRE PLAN

Please make a special note to follow these important house rules:

Pet waste must be picked up from yard. No glass containers in the yard or at the water. Lake safety rules apply. No excessive noise after 10 pm. Guests who are at the house on Wednesday mornings need to place the trash cans up at the road next to the driveway for trash collections by 9am.

Yep - some peeps wrecked it for everyone so please note that the next two rules and penalties apply:

If you bring pets and didn't pay the \$100 pet fee prior to your booking, you will be charged a \$250.00 penalty. If you didn't realize you were bringing a pet until last minute, that is ok, let us know upon checking in or at any point in your stay and you can still pay the \$100 via paypal/cashapp. The pet fee/penalty includes bringing a pet to the property for a "day stay" i.e. a friend/family member comes to visit you at the property and brings their dogs, but they're not your dogs and they aren't staying the night - that still counts as pets for your stay. (And if you are still going to try sneaking in pets for a "day stay" or more, be smart, and do me a solid and don't leave any mess or evidence from them so I have no idea that it happened. Vacuum is in the closet, use it then empty it- pick up your pet waste- fill in the holes - you know the drill, you hid them from a landlord for years 😊.) We want to keep our property pet friendly, but it only works if people respect it. We all know how hard properties are to find to rent that allow pets at them at all - help us keep ours that way by being honest about having pets on the property and respecting the property when you do.

Evidence of smoking/vaping any substance inside the house will result in a \$500.00 penalty.

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

Hi Welcome to Catfish Cove Lake House! We hope you enjoy the Twin Lakes as much as we do!

Questions or Concerns and Emergency Contact

Contact Beverly Koch directly at 405.305.7802 via text or phone call at any time.

(Will update to include License information if granted)

Directions to the property

From I40E take the Harrah Newalla Road exit 172, turn R onto to S Harrah Road, 2.4 miles to SE119th St (will turn into Homer lane and then Belcher Road as you drive it), 4.5miles to turn R on Perry Road, pass the first fork and at the 2nd fork go left, 2nd drive on the Left.

From I40 W, take exit 178 for OK102 S Dale/Bethel Acres, turn L on OK102 S/ Hwy Dr/ Grand Casino Blvd, turn R on Belcher Rd, slight left onto Belcher Rd/Homer Ln, Independence St, turn L onto Perry road, pass the first fork and at the 2nd fork go left, 2nd drive on the left.

Check in/ Check out Instructions

Check in and Check out is contactless. Check in is at 2pm on day of arrival and Check out is at 11am on day of departure, unless otherwise specified and confirmed. There is a lock on the gate and a key box on the main door of the house. For the key box, open the flap, punch in the code and pull down the top release lever.

Gate and Key Code

House Rules

NO SMOKING OR VAPING

NO GLASS OUTSIDE

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

Fire Pit and all the wood you could ever want for it!

Dock

Ramp

Jetski Ramps

Boat Lift

Fish food for fish in bin at dock

Volleyball net and ball – please stake down and when done using please carefully put away

Bags/Cornhole – please carefully put away when not using in the carport area

Grill is provided – but charcoal will need to be purchased for its use. If others have left charcoal behind, you are free to use it – but any additional charcoal will need to be purchased by yourself.

Fishing permits are required, even to fish from the shore or the dock at the Shawnee Twin lakes. Permits can be purchased here:

<https://secure.rec1.com/OK/shawnee-ok/catalog>

Area Information

Things to do in Shawnee: check out <https://www.visitshawnee.com/>

To help support local business in the community we have provided the following gift certificates in the house guide folder for you to use at the following stores. If you don't use them, please leave them for the next guest. Thank you.

Things to do in OKC: check out <https://www.visitokc.com/things-to-do/>

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

Boating and Skiing

Motorized Boating is allowed on both Shawnee Twin Lakes 1 & 2 and requires a [permit](#).

Annual boating permit - \$30.00

Daily boating permit - \$7.00

Skiing, Tubing, and Personal Watercrafts are allowed on Shawnee Lake #1 ONLY. The same motorized boating fees apply.

Kayaks and Canoes are allowed on BOTH lakes and do not require a permit.

Fishing

Fishing is allowed on both Shawnee Twin Lakes 1 & 2 and requires a [permit](#). <https://secure.rec1.com/OK/shawnee-ok/catalog>

Please follow the [Oklahoma State Fishing Regulations](#)

Annual fishing permit - \$20.00

Daily fishing permit - \$3.00

(Fishing permits not required for individuals over the age of 65.)

Hunting

Annual Hunting Permit - \$30.00

Daily Hunting Permit - \$5.00

Purchase a hunting permit [here](#). <https://secure.rec1.com/OK/shawnee-ok/catalog>

View a map with the hunting boundaries of Shawnee Twin Lake

#2 [Lake Map](#)

<https://files4.1.revize.com/shawneeok/New%20Hunting%20Area%20Map%20Dec%202020.pdf>

(Hunting permits not required for individuals over the age of 65. The hunting of geese, deer, or turkey prohibited.)

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

buttons on them. If it doesn't pass in a few minutes, turn the fireplace off and please notify us immediately.

How to use the boat lift: Directions provided onsite if you are bringing a boat.

Games and puzzles are in the closet by the dining table. The guest bath towels are also in there. Extra bedding and blankets are in the bedroom closets, the drawers under the beds in the queen or king room, and the storage ottoman in the living room. The dog towels and bowls are in the larger gray cabinets in the laundry area. Life jackets and fire pit chairs are in the storage ottoman on the deck.

If you are using the couch or futon to sleep on: please use the mattress cover and sheets provided for them in the ottoman and closets. The couch needs to be pulled away from the wall to recline it fully out and the latches to do so are in the back. The futon is a little finicky on its latch as well so be careful not to get your fingers pinched!

How to turn off the monitor in the master bedroom: On the R hand side of the monitor on the back is a button that will turn it off and make it dark. There is a step stool in the large gray bottom cabinet in the laundry room.

FIRE EXTINGUISHER LOCATION: UNDER THE SINK and in the wall cabinets in the laundry room.

FIRST AID KIT: In the drawer in the main bathroom.

CLEANING SUPPLIES: In the cabinets above the washer and dryer.
Under the sink in the kitchen.

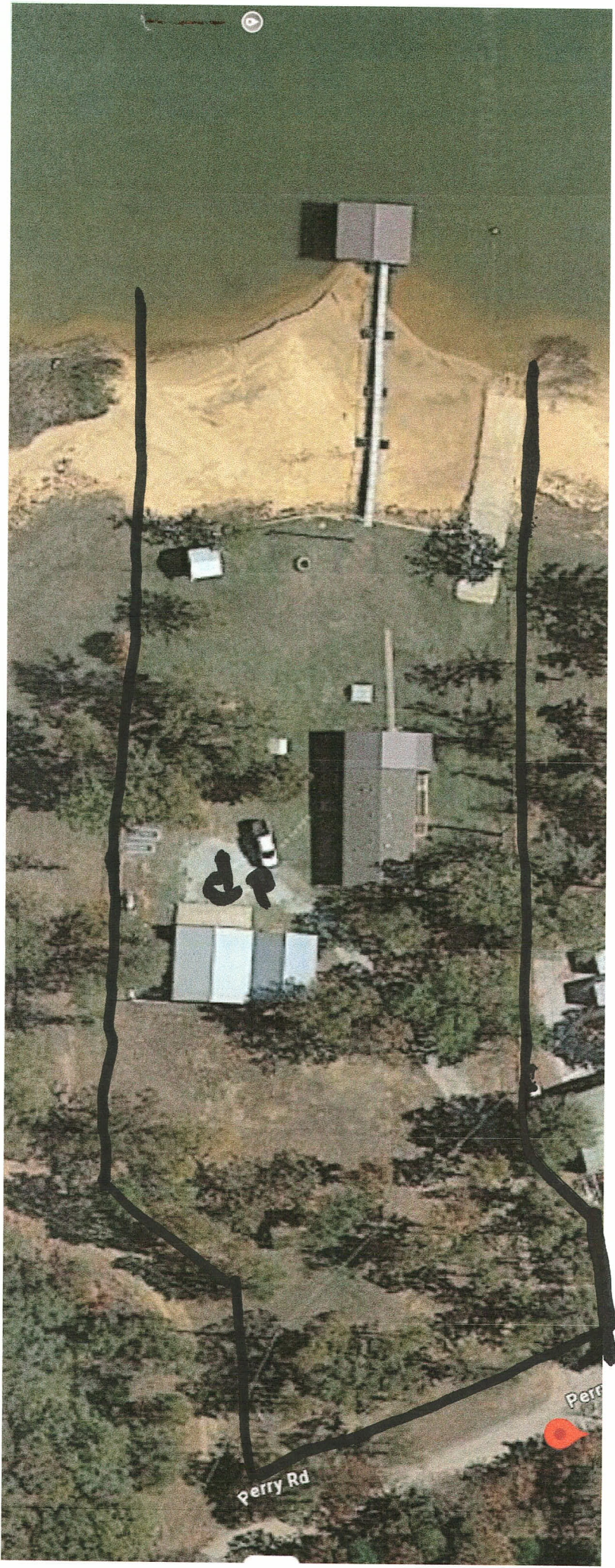
CHAIRS FOR FIREPIT, LIFEJACKETS, and OUTSIDE GAMES are in the storage bin on the deck.

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

- It's cheezy, but we do have a guest book for folks to sign if they would like – you never know the tips and tricks people will share with each other through these books! Keep it clean people – otherwise I have to use the white out! Hahah 😊
- **Please take the time to review our house! Reviews are the lifeblood of rentals! If you don't feel that you can leave a 5-star review for us online for any reason, please let us know about the issue during your stay – many things can be fixed during a stay and if we can fix it while you are here, we will! 😊 If something wasn't to your satisfaction, please let us know privately, right away.** We are new to vacation rentals and are doing our best to provide a positive experience. If there is something we can improve on, we are happy to hear it and work on it. Please don't slaughter us online – give us a chance to make it better for you first, and at the very least, before the next guest. If you absolutely loved something and want to make sure we keep it for the future, please let us know that too! 😊 You can call or text the things you would like to see in the future-improvements and/or favorites to Bev Koch at 405.305.7802. Or in the back of the welcome guide in the home you will find a sheet that says: **NEXT VISIT NEEDS**

GUESTS WHO ARE HERE ON WEDNESDAY MORNINGS MUST TAKE TRASH CANS TO THE ROAD BEFORE 9AM. Guest who are here on Wed evenings are welcome to bring them back if they want, but not required to.

NEXT VISIT NEEDS



Parking
Catfish Cove
15305 Perry Rd
Shawnee OK 74801

Publish ASAP

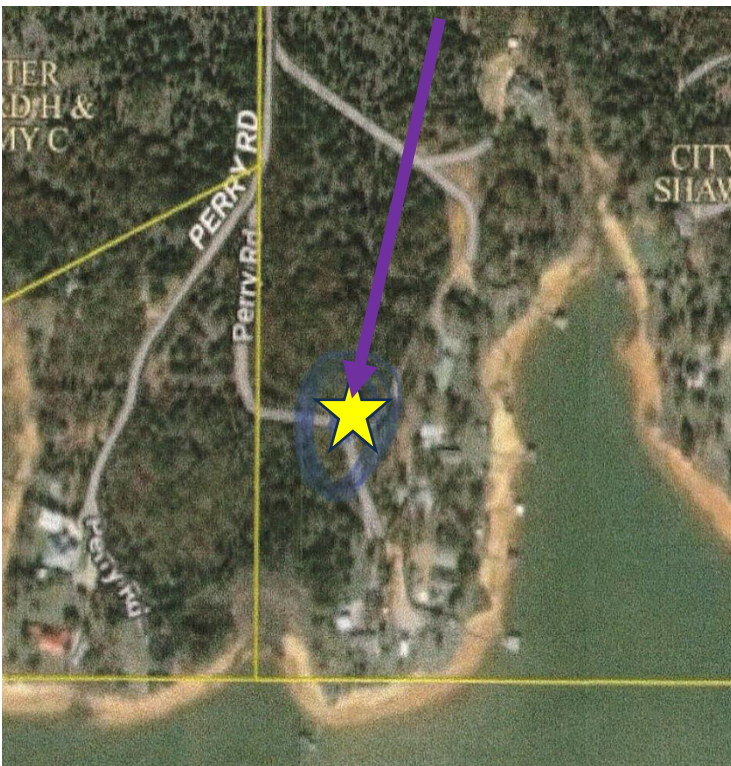
NOTICE OF PUBLIC HEARING
Conditional Use Request (CUP03-24)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on July 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 July 15, 2024, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a Conditional Use Permit request (**CUP03-24**) to allow a Short Term Rental at property addressed as 15305 Perry Road, Shawnee, OK 74801 and described as:

Lake Lot Lease 5689 Tract Coffman Lot #6

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.

CUP03-24 15305 Perry Rd, Shawnee, OK 74801





PUBLIC HEARING

For more information

Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
405-878-1672

Planning Commission

July 3, 2024

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

15305 Perry Road, Shawnee, OK 74801



City Commission

July 17, 2024

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM

Project Information

Request: Request for a Conditional Use Permit (CUP) to allow a Short Term Rental.

Applicant: Josh/Beverly Koch

Location: 15305 Perry Road

Case #: CUP03-24



Frequently Asked Questions

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development Dept. at 405-878-1672 or email the Community Development Director at rian.harkins@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different. Contact the Community Development Department for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply information about the protest petition requirements.

Legal Description: CUP03-24

Lake Lot Lease 5689 Tract Coffman Lot #6

ORDINANCE NO. 2804NS

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.

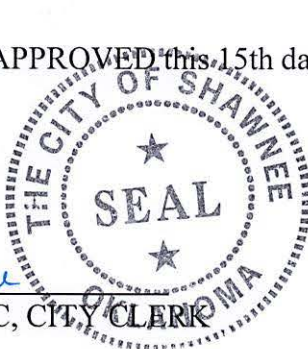
SECTION 2. REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

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.

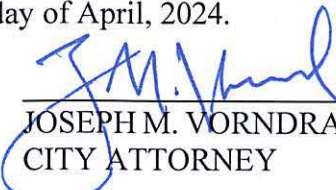
(SEAL)
ATTEST:




ED BOLT, MAYOR


LISA LASZYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.


JOSEPH M. VORNDRAN,
CITY ATTORNEY

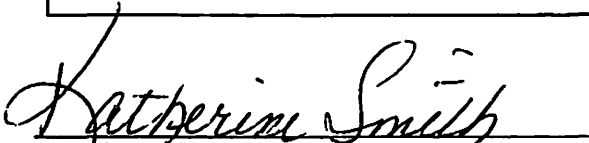
THE SHAWNEE
NEWS-STAR
AFFIDAVIT OF PUBLICATION

County of Pottawatomie, State of Oklahoma

Shawnee News-Star	
1725 N. Kickapoo, Suite 101 Shawnee, OK 74804 405-273-4200	Ord. 2802NS, 2803NS, and 2804NS

I, Katherine Smith, of lawful age, being duly sworn upon oath, deposes and says that I am the Business Manager of Shawnee News-Star, a daily/weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S § 106, as amended to date, for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

Publication Dates
Apr. 23, 2024

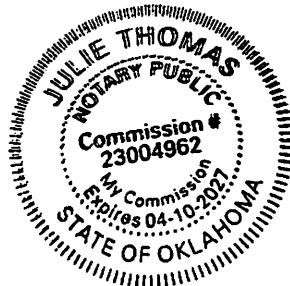

Katherine Smith, Business Manager

Signed and sworn to before me on this

23 April 2024
Day Month Year


Signature above, Notary Public
My Commission Expires: 04-10-2027

Seal



PUBLICATION FEE: \$40.04

ORDINANCE NO. 2802NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest

/s/ Lisa Lasyone,

MMC, City Clerk

ORDINANCE NO. 2803NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest /s/ Lisa Lasyone,

MMC, City Clerk

ORDINANCE NO. 2804NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest /s/ Lisa Lasyone,

MMC, City Clerk

Published in Shawnee News-Star
April 23, 2024.

2192820

RECORD OF ACTION

DATE: July 8, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: CUP03-24

REQUEST: Request for a Conditional Use Permit (CUP) to allow a Short-Term Rental.

Applicant: Joshula/Beverly Koch

Subject Property Address: 15305 Perry Road, Shawnee, OK 74801

Legal Description: Lake Lot Lease 5689 Tract Coffman Lot #6

Current Zoning: A-1 (Rural Agricultural District) with Lake Protection Zone Overlay

Requested Zoning: Same

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 3, 2024

PC Recommendation: Approval of the Conditional Use Permit application.

Conditions: All requirements of the Short-Term Rental ordinance (Ordinance #2804NS) are adhered to.

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
HEMBREE			X			
PORTER	Rec Approval		X			
JOHNSON			X			
REESE		X	X			
ALEXANDER			X			
BARRETT (CHAIR)			X			
HAYES			X			



Conditional Use Permit (CUP)

ADDRESS: 15305 Perry Road., Shawnee, OK

CASE NUMBER: CUP03-24

USE APPROVED: One Accessory Dwelling Unit For a Short Term Rental

CONDITIONS OF APPROVAL:

- All requirements of the Short-Term Rental ordinance (Ordinance #2804NS) are adhered to.

UPON DUE NOTICE OF THIS PUBLIC HEARING AND CONSIDERATION OF COMMENTS AND RECOMMENDATIONS OF ALL INTERESTED PARTIES, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, DOES HEREBY AUTHORIZE THE CONDITIONAL USE OF THE LAND OR BUILDINGS TO OCCUR ON THE SUBJECT PROPERTY ACCORDING TO THE INFORMATION CONTAINED IN THE APPLICATION AND ILLUSTRATED ON THE SITE PLAN. THE USE PERMIT IS GRANTED WITH THE ABOVE-STATED CONDITIONS ON THIS _____ DAY OF _____, 20____.

ED BOLT, MAYOR

SHAWNEE CITY COMMISSION

(SEAL)

ATTEST:

LISA LASYONE, CITY CLERK



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: July 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public Hearing for the request of a Conditional Use Permit (CUP) for a Short Term Rental (STR) located at 16712 Magnino Road, Shawnee, Oklahoma.
Case No.: CUP04-24 | Applicant: Lora Davis

Background: The subject property is located at 16712 Magnino Road in the Shawnee Twin Lakes area on the Coffman Tract. This Conditional Use Permit (CUP) application is being requested to allow for a Short Term Rental (STR). A Conditional Use Permit (CUP) is required per the Short Term Rental ordinance (Ordinance #2804NS) to allow one (1) Accessory Dwelling Unit (ADU) on the property. The property is currently zoned A-1 Agricultural.

Discussion:

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located..." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, the Short Term Rental ordinance allows for a Short Term Rental with a Conditional Use Permit (CUP) under the provisions of Section 22-301. Section 22-302 of the Code notes that the A-1 Agricultural District and A-1 District with the Lake Protection Zone (LPZ) both allow for Short Term Rentals subject to acquiring a Conditional Use Permit (CUP).

Additionally, the STR Ordinance highlights a number of requirements regarding Life/Health/Safety, parking, and property rules that must be adhered to. The applicant has furnished those as part of the application. The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has an Agricultural land use designation. A-1 Agricultural is an appropriate zoning district for this land use designation. With this in mind, the request for the Conditional Use Permit (CUP) is in conformance with the 2040 Comprehensive Plan.

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is applying for the CUP in order to have the STR be in compliance with the Short Term Rental ordinance.
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for STR's per Section 22-304 of the Zoning Code are required conditions.

Options:

- Approval of Case No. CUP04-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Approval of Case No. CUP04-24 to allow for one Accessory Dwelling Unit as requested by the applicant with additional conditions noted by the City Commission.
- Denial of the application for CUP04-24.
- Deferral Case No. CUP04-24 with a request for additional and specific information to a certain date.

The Planning Commission recommended approval of this item on a 7-0 vote at their July 3, 2024, regular meeting.

Financial Impact: None

Attachments: STAFF CUP04-24 16712 Magnino Rd, CUP04-24 Application, CUP04-24 OWNERS Letter 16712 Magnino Rd, CUP04-24 Notice to PUBLISH 16712 Magnino Rd, STR Ordinance 2804NS, CUP04-24 PC to CC Record of Action

Staff Recommendation: Proceed with the Public Hearing and Approval of the item as noted in the staff report



Planning Commission Meeting – 7.3.2024 – City of Shawnee, Oklahoma

Staff Report | CUP04-24 | 16712 Magnino Rd

Date: June 27, 2024

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Subject: **Staff Report** - Public hearing and consideration of a request for a Conditional Use Permit (CUP) for a Short Term Rental (STR).
Case No. CUP04-24 | Applicant: Lora Davis

Background

The subject property is located at 16712 Magnino Road in the Shawnee Twin Lakes area on the Coffman Tract. This Conditional Use Permit (CUP) application is being requested to allow for a Short Term Rental (STR). A Conditional Use Permit (CUP) is required per the Short Term Rental ordinance (Ordinance #2804NS) to allow one (1) Accessory Dwelling Unit (ADU) on the property. The property is currently zoned A-1 Agricultural.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. "The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...." The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project."

In the Code, the Short Term Rental ordinance allows for a Short Term Rental with a Conditional Use Permit (CUP) under the provisions of Section 22-301. Section 22-302 of the Code notes that the A-1 Agricultural District and A-1 District with the Lake Protection Zone (LPZ) both allow for Short Term Rentals subject to acquiring a Conditional Use Permit (CUP).

Additionally, the STR Ordinance highlights a number of requirements regarding Life/Health/Safety, parking, and property rules that must be adhered to. The applicant has furnished those as part of the application. The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has an Agricultural land use designation. A-1 Agricultural is an appropriate zoning district for this land use designation. With this in mind, the request for the Conditional Use Permit (CUP) is in conformance with the 2040 Comprehensive Plan.

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 public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Findings and Facts:

- The subject property is applying for the CUP in order to have the STR be in compliance with the Short Term Rental ordinance.
- Proper notification for a public hearing was served.
- The application was reviewed, and conditions are recommended.
- Regulations for STR's per Section 22-304 of the Zoning Code are required conditions.

Staff Recommendation:

Based on the review of the application and the listed Findings, staff recommends that the Planning Commission recommend to the City Commission APPROVAL of CUP04-24 to locate one (1) Short Term Rental (STR) at 15305 Perry Road with the following conditions:

- All requirements of the Short Term Rental ordinance (Ordinance #2804NS) are adhered to.

Options:

- Recommending Approval of Case No. CUP04-24 to allow for one Accessory Dwelling Unit as requested by the applicant.
- Recommending Approval of Case No. CUP04-24 to allow for one Accessory Dwelling Unit as requested by the applicant with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for CUP04-24.
- Recommending Deferral Case No. CUP04-24 with a request for additional and specific information to a certain date.

This CUP application will be heard at the City Commission meeting on Monday, July 15, 2024, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: CWP04-21

Project Number: 20240863

Date Filed: 06.05.2024

Planning Commission Secretary

REQUEST:

☐ Rezoning

☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit

☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A1 LPZ District to Airbnb conditional use District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 16712 Magnino Rd

LEGAL DESCRIPTION: Lot 5, Johnson Tract

PROPERTY OWNER (S): Lora Davis / James Hunter / City of Shawnee

PROPERTY AGENT (APPLICANT): Lora Davis

APPLICANT'S ADDRESS: 16712 Magnino Rd

CITY: Shawnee STATE: Ok ZIP: 74801

EMAIL ADDRESS: lorajodavis@gmail.com

TELEPHONE NUMBER: (405) 275 4017 CONTACT NUMBER: () same

DIMENSIONS OF PROPERTY: AREA: 1 acre mol WIDTH: 300 ft lakeside

LENGTH: see atch FRONTAGE: see atch

CURRENT ZONING: A1 LPZ

CURRENT USE: Residence and Airbnb

PROPOSED ZONING: Residence & Airbnb

PROPOSED USE: see above

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

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

Lora Davis
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. 7415

\$180.00

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____

DATE: _____

CITY COMMISSION ACTION: _____

DATE: _____

PLACE ON ZONING MAP: _____

ORDINANCE NO.: _____

Need owner list

6 Atch Page 254 of 413

South ↑

West ↑



Legend.

- 1. House
- 2. Shop
- 3. Aerobic Septic
- 4. Geo. Tl Wells
- 5. Wate
- 6. Doc
- 7. Priv
- 8. RV
- 9. Ae
- 10. G. Al.
- 11. G. Al.

- Teal is lawn
- Red - Herb
- Blue line - high water
- Green = Pave and gravel
- Yellow - Dirt

Guest Room at Port Davis at Shawnee Twin Lakes

Owner Jo Davis phone 405 275 4017

Emergency Contact - same as above

Occupancy Limit 4

Medical or Safety Emergencies call 911

Your location is 16712 Magnino Rd, Shawnee, Ok

Rules

No open burning

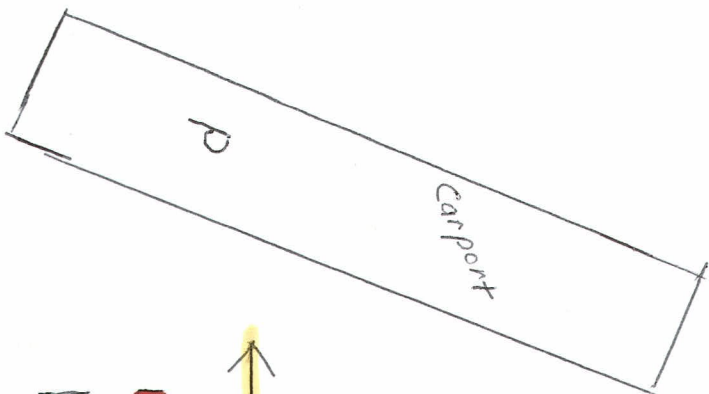
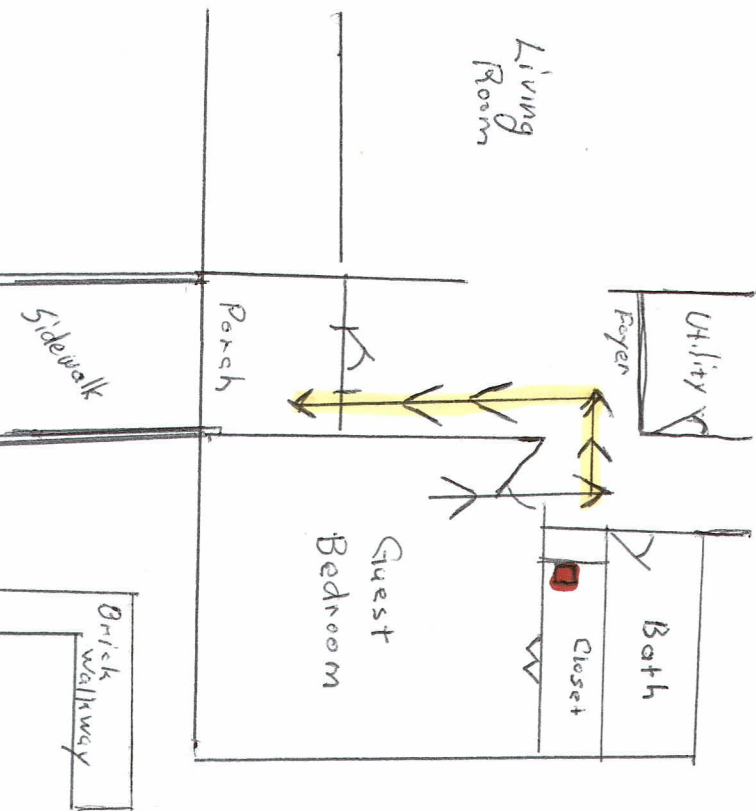
No smoking inside

No amplified sound

of any kind

Wednesday is trash day

No Drug use



Legend

= Fire Exit Route

= Fire Extinguisher

= Parking

Attach 2

Port Davis cabin at Shawnee Twin Lakes

Owner Jo Davis phone 405 275 4017

EmergencyContact - same as above

Occupancy Limit 4

Emergencies call 911

Your address is 16712 Magnino Rd, Shawnee

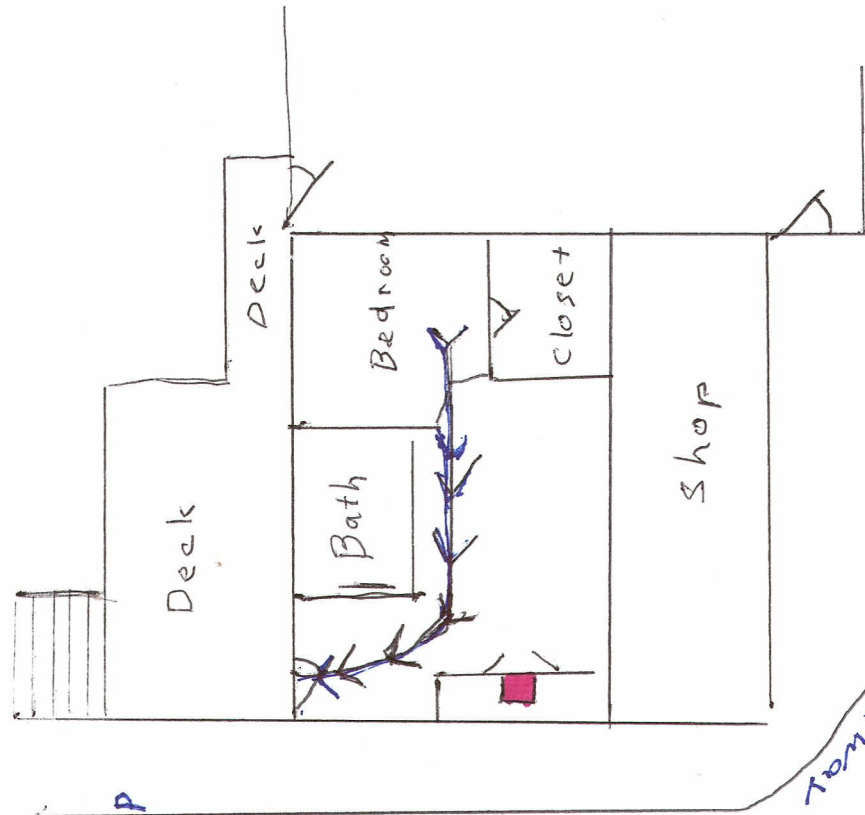
Rules

No open burning

No smoking inside

No drug use

**No amplified sound
of any kind**



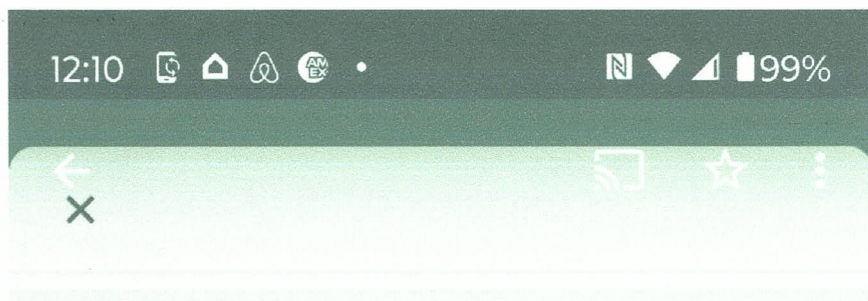
Legend



= Fire Exit Route

Fire Extinguisher

P = Parking

*Airbnb
Tot Info*

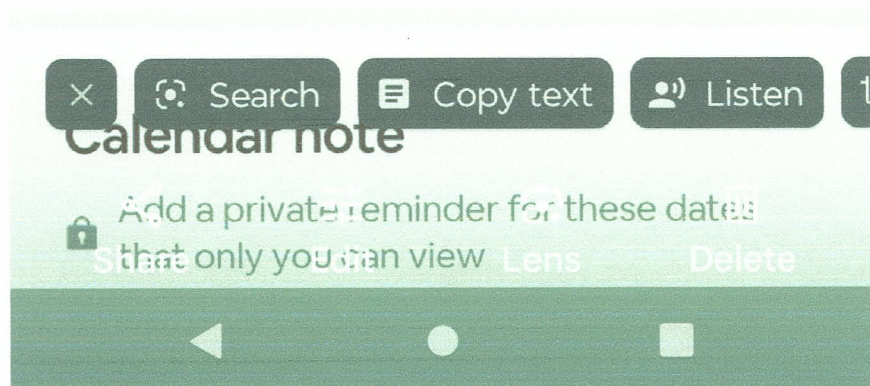
Guest paid

\$117.50 x 2 nights	\$235.00
Guest service fee	\$33.18
Occupancy taxes	\$23.49
Total (USD)	\$291.67

Host payout

2 nights room fee	\$235.00
Show breakdowns	
Host service fee (3.0%)	-\$7.05
Total (USD)	\$227.95

 Transaction History >



From the Office of:

BUDDY ANDERSON
POTTAWATOMIE CO TREASURER
PO BOX 3069
SHAWNEE, OK 74802-3069
TELEPHONE: (405) 273-0213

Tax Information

Real Estate

School Dist	Tax Year	Taxroll Item #
003S	2023	56230
	Land Value	0
	Improvements	9,920
	Gross Assessed	9,920
	Exemptions	0
	Net Assessed	9,920
	Total Tax	1,063.00
	Total Tax Payments	1,063.00

Parcel ID Number

R 56230

Owner Name and Address

46548

DAVIS LORA & JAMES HUNTER
16712 MAGNINO RD
SHAWNEE OK 74801-0000

Situs/Legal Description:

16712 MAGNINO RD SHAWNEE 1

JOHNSTON TRACT LOT 5

None Due

\$0.00

Mortgage Holder

226
LEASED LAND

LLR

Payment Information

Date	Receipt	How	Tax Amt	Penalty	Mail	Lien	Adv	Other For	Paid By
4/01/24	41975	OTHER	1,063.00	47.84				Taxes	Lora Davis (WEB CC)

State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois
PO Box 2356
Bloomington IL 61702-2356



H-26-2303-FA8F F H W
3200
DAVIS, LORA JO
16712 MAGNINO RD
SHAWNEE OK 74801-4005

RENEWAL DECLARATIONS

AMOUNT DUE: None
Payment is due by BILLED THROUGH SFPP

Policy Number: 36-CL-5719-9

Policy Period: 12 Months
Effective Dates: NOV 01 2023 to NOV 01 2024
The policy period begins and ends at 12:01 am standard time at the residence premises.

Your State Farm Agent
GARY VOGEL INS AND FIN SER IN
129 E MACARTHUR ST
SHAWNEE OK 74804-2140

Phone: (405) 273-2901 or (405) 273-2902

Homeowners Policy

Location of Residence Premises
16712 MAGNINO RD
SHAWNEE OK 74801-4005

Construction: Frame
Year Built: 2001

Roof Material: Metal
Roof Installation Year: Default to Year Built

Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

IMPORTANT MESSAGES

Coverage A has increased \$3,300.00 over last year.
Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

PREMIUM

Annual Premium \$3,227.00

Your premium has already been adjusted by the following:

Home/Auto Discount Claim Record Discount
Loyal Customer

Total Premium **\$3,227.00**

Prepared SEP 12 2023
un mm

Thank & love bottom us serve you...

Page 1 of 4

Atch 6
Page 260 of 413



PUBLIC HEARING

For more information

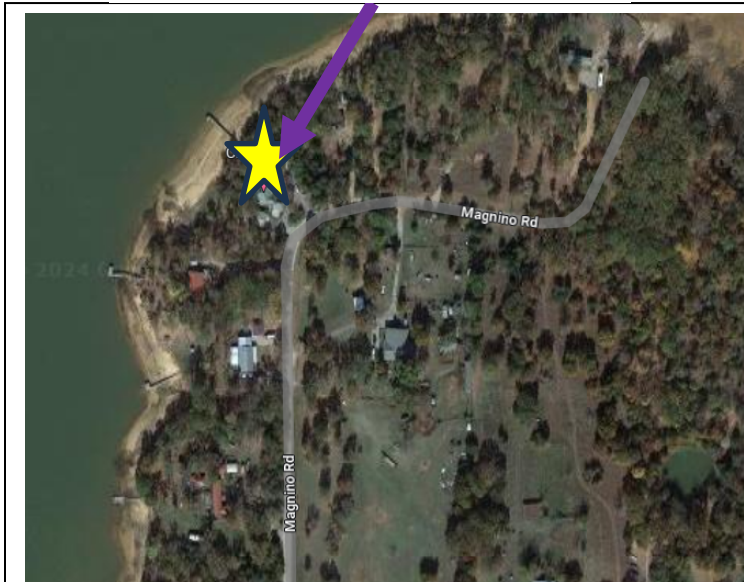
Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
405-878-1672

Planning Commission

July 3, 2024

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

16712 Magnino Road, Shawnee, OK



City Commission

July 15, 2024

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM

Project Information

Request: Request for a Conditional Use Permit (CUP) to allow a Short Term Rental.

Applicant: Lora Davis

Location: 16712 Magnino Rd

Case #: CUP04-24



Frequently Asked Questions

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development Dept. at 405-878-1672 or email the Community Development Director at rian.harkins@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different. Contact the Community Development Department for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply information about the protest petition requirements.

Legal Description: CUP03-24

Lake Lot 5, Johnson Tract, Lake 1

Publish ASAP

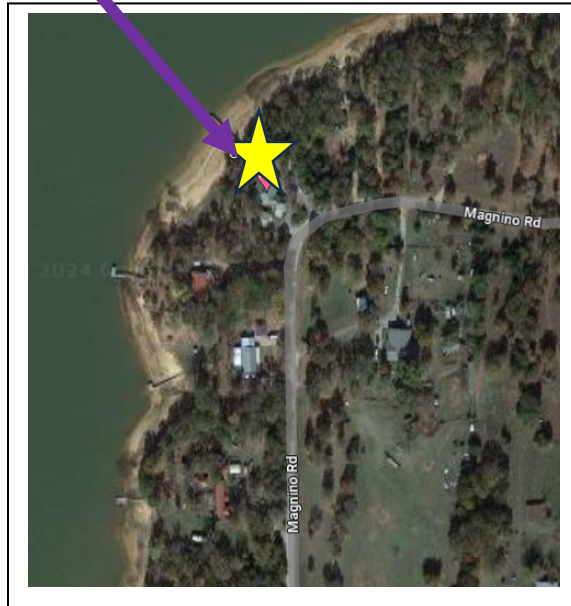
NOTICE OF PUBLIC HEARING
Conditional Use Request (CUP03-24)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on July 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 July 15, 2024, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a Conditional Use Permit request (**CUP04-24**) to allow a Short Term Rental at property addressed as 16712 Magnino Rd, Shawnee, OK 74801 and described as:

Lake Lot 5, Johnson Tract

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.

CUP04-24 16712 Magnino Rd, Shawnee, OK 74801



ORDINANCE NO. 2804NS

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.

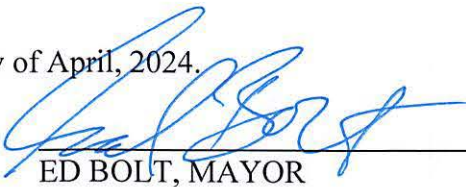
SECTION 3. SEVERABILITY. The provisions of this ordinance are severable, and if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

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.

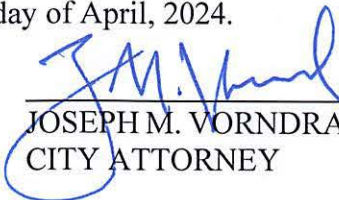
(SEAL)
ATTEST:




ED BOLT, MAYOR


LISA LASZYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of April, 2024.


JOSEPH M. VORNDRAN,
CITY ATTORNEY

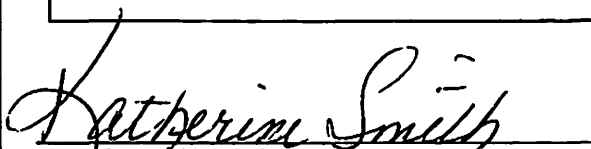
THE SHAWNEE
NEWS-STAR
AFFIDAVIT OF PUBLICATION

County of Pottawatomie, State of Oklahoma

Shawnee News-Star	
1725 N. Kickapoo, Suite 101 Shawnee, OK 74804 405-273-4200	Ord. 2802NS, 2803NS, and 2804NS

I, Katherine Smith, of lawful age, being duly sworn upon oath, deposes and says that I am the Business Manager of Shawnee News-Star, a daily/weekly publication that is a "legal newspaper" as that phrase is defined in 25 O.S § 106, as amended to date, for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma. The attachment hereto contains a true and correct copy of what was published in the regular edition of said newspaper, and not in a supplement, in consecutive issues on the following dates:

Publication Dates
Apr. 23, 2024

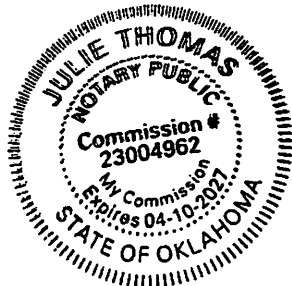

Katherine Smith, Business Manager

Signed and sworn to before me on this

23 April 2024
Day Month Year


Signature above, Notary Public
My Commission Expires: 04-10-2027

Seal



PUBLICATION FEE: \$40.04

ORDINANCE NO. 2802NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest

/s/ Lisa Lasyone,

MMC, City Clerk

ORDINANCE NO. 2803NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest /s/ Lisa Lasyone,

MMC, City Clerk

ORDINANCE NO. 2804NS

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.

Adopted 04/15/2024

/s/ Ed Bolt, Mayor

Attest /s/ Lisa Lasyone,

MMC, City Clerk

Published in Shawnee News-Star
April 23, 2024.

2192820

RECORD OF ACTION

DATE: July 9, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: CUP04-24

REQUEST: Conditional Use Permit for one (1) Accessory Dwelling Unit for a Short-Term Rental

Applicant: Jo Davis

Subject Property Address: 16712 Magnino Road, Shawnee, OK

Legal Description: Lake Lot 5, Johnson Tract, Lake 1

Current Zoning: A-1 (Rural Agricultural District) with Lake Protection Zone Overlay

Requested Zoning: Same

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 3, 2024

PC Recommendation: Approval of the CUP

Conditions: Compliance with the conditions of the Short-Term Rental ordinance

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER			X			
JOHNSON	Rec Approval		X			
REESE		X	X			
HEMBREE			X			
BARRETT (CHAIR)			X			
HAYES			X			



Conditional Use Permit (CUP)

ADDRESS: 16712 Magnino Road., Shawnee, OK

CASE NUMBER: CUP04-24

USE APPROVED: One Accessory Dwelling Unit for a Short-Term Rental

CONDITIONS OF APPROVAL:

- All requirements of the Short-Term Rental ordinance (Ordinance #2804NS) are adhered to.

UPON DUE NOTICE OF THIS PUBLIC HEARING AND CONSIDERATION OF COMMENTS AND RECOMMENDATIONS OF ALL INTERESTED PARTIES, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, DOES HEREBY AUTHORIZE THE CONDITIONAL USE OF THE LAND OR BUILDINGS TO OCCUR ON THE SUBJECT PROPERTY ACCORDING TO THE INFORMATION CONTAINED IN THE APPLICATION AND ILLUSTRATED ON THE SITE PLAN. THE USE PERMIT IS GRANTED WITH THE ABOVE-STATED CONDITIONS ON THIS _____ DAY OF _____, 20____.

ED BOLT, MAYOR

SHAWNEE CITY COMMISSION

(SEAL)

ATTEST:

LISA LASYONE, CITY CLERK



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: July 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a Final Plat for Rolling Hills Addition, Section 2.
Case No.: FPL02-24 | Applicant: Absentee Shawnee Housing Authority (BWR Design Group - Engineer)

Background: The subject property is approximately 2.39 acres in size and is located northeast of the intersection of Main Street and Bryan Avenue. The property is currently zoned R-1 (Single Family Residential District). The preliminary plat and a final plat for Section 1 have previously been approved at various times from 2014 onward. The proposed final plat would establish five (5) lots between 0.25 and 0.5 acres in size.

Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer voiced no concern with the Final Plat as submitted but has asked for copies of all ODEQ engineering reports and applications regarding water and sanitary sewer.
- The Fire Marshall is requesting a 96' diameter cul-de-sac per the requirements of the 2018 International Fire code.

Alternatives:

- Recommending Approval of Case No. FPL02-24, for the Final Plat, Rolling Hills Addition Section 2, as requested and presented by the applicant.
- Recommending Approval of Case No. FPL02-24, for the Final Plat, Rolling Hills Addition Section 2, with the additional conditions noted by staff (with or without additional conditions presented by the City Commission).
- Recommending Denial of the application for Case No. FPL02-24
- Recommending Deferral of Case No. FPL02-24 with a request for additional and specific information to a certain date.

Planning Commission recommended approval of this item on a 7-0 vote at their July 3, 2024 regular meeting.

Financial Impact: None

Attachments: STAFF FPL 02-24 Rolling Hills 2, FPL 02-24 Rolling Hills 2 Application, Final Plat -

Rolling Hills II, FPL02-24 PC to CC Record of Action

Staff Recommendation: Approval of the item



Planning Commission Meeting – 06.05.2024 – City of Shawnee, Oklahoma

Final Plat Application | FPL02-24 | Rolling Hills Addition - Section 2

=====

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Date: June 25, 2024

Subject: **Staff Report** – Consideration of a request for a Final Plat, Rolling Hills Addition Section 2, of approximately 2.39 acres.
Case No. **FPL02-24** | Applicant: Absentee Shawnee Housing Authority (BWR Design Group - Engineer

=====

Background: The subject property is approximately 2.39 acres in size and is located northeast of the intersection of Main Street and Bryan Avenue. The property is currently zoned R-1 (Single Family Residential District). The preliminary plat and a final plat for Section 1 have previously been approved at various times from 2014 onward.

Discussion: Findings and Facts:

- Staff has reviewed the document for accuracy and finds it sufficient.
- The City Engineer voiced no concern with the Final Plat as submitted but has asked for copies of all ODEQ engineering reports and applications regarding water and sanitary sewer.
- The Fire Marshall is requesting a 96' diameter cul-de-sac per the requirements of the 2018 International Fire code.

Alternatives:

- Recommending Approval of Case No. FPL02-24, for the Final Plat, Rolling Hills Addition Section 2, as requested and presented by the applicant.
- Recommending Approval of Case No. FPL02-24, for the Final Plat, Rolling Hills Addition Section 2, with the additional conditions noted by staff (with or without additional conditions presented by the Planning Commission).
- Recommending Denial of the application for Case No. FPL02-24
- Recommending Deferral of Case No. FPL02-24 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 **FPL02-24** for the Final Plat, Rolling Hills Addition Section 2, with the conditions presented in the staff report.

This application will be heard at the City Commission meeting on Monday, July 15, 2024, at 6:00 p.m. in the City Hall Commission Chambers.

received June 5, 2024
PC mtg

Received
Comm Dev
4/11/24
- R1

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:	PPL02-24
Project Number:	
Date Filed:	
Amount Paid:	
Receipt No.:	

Please provide a submittal letter, 6-24X36 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 Absentee Shawnee Housing Authority
APPLICANT ADDRESS 107 N Kimberly, Shawnee, OK 74802-0425
APPLICANT PHONE NUMBERS 405-273-1050
EMAIL ADDRESS RSheppard@ashousingauthority.com
NAME OF PLAT Rolling Hills Addition - Section 2
LOCATION NE corner of Main Street and N Bryan Avenue (NW 1/4 Sec. 20, T-10-N, R-4-E, Pottawatomie Co.)
NUMBER OF ACRES 2.39± NUMBER OF LOTS 5

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 5 \$10
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$235.00

OWNER/DEVELOPER INFORMATION:

NAME Absentee Shawnee Housing Authority (Robert Sheppard)
ADDRESS 107 N Kimberly, Shawnee, OK 74802-0425
CONTACT NUMBERS 405-273-1050
EMAIL ADDRESS RSheppard@ashousingauthority.com

PROJECT ENGINEER INFORMATION:

NAME BWR Design Group, LLC (Bryan Richards, PE)
ADDRESS PO Box 31732, Edmond, OK 73003
CONTACT NUMBERS 405-761-5517
EMAIL ADDRESS bwrdesigngroup@gmail.com

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

OWNER'S CERTIFICATE AND DEDICATION

The undersigned, ABSENTEE SHAWNEE HOUSING AUTHORITY, does hereby certify that they are the owners and only persons, firms or corporations having any right, title or interest in the surface rights to the land shown on the final plat of ROLLING HILLS ADDITION, SECTION 1, SECTION 1, a subdivision of a part of the NW/4, Section 21, T10N, R4E, 1M., Pottawatomie County, Oklahoma, and does further certify:

That the owners to the title to said surface rights, hereby dedicate the Streets and Avenues shown on said plat for the use of the public and its successors and assigns, and subject to: oil, gas and mineral rights which have been, or are hereby reserved in their entirety, rights of oil, gas and mineral lessee's, present and future, which may include, among other rights, the right to lay pipe lines and build various appurtenances and structures necessary to remove oil, gas and minerals per terms of their lease agreements; easements, encumbrances, encroachments, rights-of-way and mortgages of record and exceptions as listed in the Bonded Abstractor's Certificate.

That the area indicated on said plat as Utility and/or Drainage Easements are hereby reserved for the purpose of locating, constructing, erecting, maintaining, conducting and performing any public or quasi public utility function or service above or beneath the surface of the ground, with rights of ingress and egress at any time of the purpose of installation, repair, operation and removal of any such public or quasi public utility.

That said property covered by said plat and dedication is covered by certain restrictions, reservations and covenants in a separate instrument which may be filed subsequent to the filing of said plat and dedications.

ABSENTEE SHAWNEE HOUSING AUTHORITY

MANAGER

State of Oklahoma
County of Pottawatomie

Before me the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as its Manager and acknowledged to me that he/she executed the same as the free and voluntary act and deed of said company for the uses and purposes thereon set forth.

My Commission Expires: _____

Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, duly qualified and lawfully Bonded Abstractor of Titles in and for Pottawatomie County, State of Oklahoma, hereby certify that the records of proper officials of said County show that title to the land included in the annexed plat of ROLLING HILLS ADDITION, SECTION 2, a subdivision of a part of the Northwest 1/4, Section 21, T10N, R4E, 1M., an addition to the City of Shawnee, Pottawatomie County, Oklahoma, is vested in ABSENTEE SHAWNEE HOUSING AUTHORITY, and that on this _____ day of _____, 20____, there are no actions pending or judgments of any nature in any court or on file with the Clerk of any court in said County and State, against said land or owners thereof; that the taxes are paid for the year 20____ and all prior years and that no outstanding tax liens, mortgages or other encumbrances of any kind are against said land with the annexed plat.

EXCEPT:

Easements, Rights-of-Way and Mortgages of record

Attest: FIRST AMERICAN TITLE & TRUST COMPANY

Secretary Vice-President

State of Oklahoma
County of Pottawatomie

Before me the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of said corporation, for the uses and purposes thereon set forth.

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

My Commission Expires: _____

Notary Public

SURVEYOR'S CERTIFICATE

I, _____, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that the annexed plat ROLLING HILLS ADDITION, SECTION 2, represents a survey made under my supervision, and that all monuments shown thereon actually exist and their relative positions are correctly shown. This survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title II Section 41-106 of the Oklahoma State Statutes.

State of Oklahoma
County of Pottawatomie

Before me the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20____, personally appeared _____ to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed of said corporation, for the uses and purposes thereon set forth.

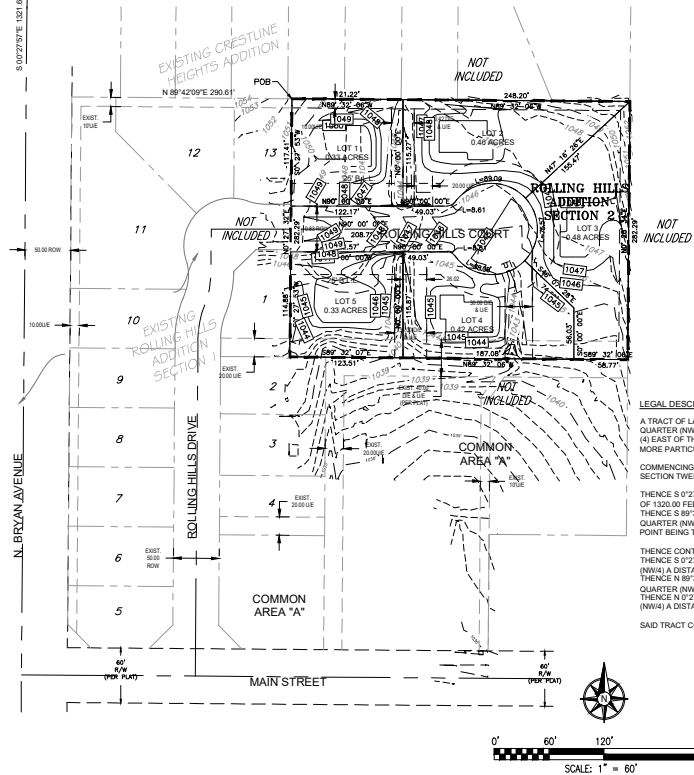
Given under my hand and seal the day and year last above written.

My Commission Expires: _____

Notary Public

FINAL PLAT
ROLLING HILLS ADDITION, SECTION 2
MAIN STREET & BRYAN AVENUE
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

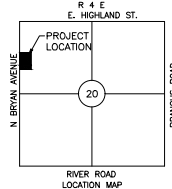
POC
FND MAG SHINER
NW COR., NW/4, SEC. 21
T-10-N, R-4-E, 1M.



LEGAL DESCRIPTION

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-ONE (21), SAID POINT BEING A FOUND MAG NAIL:
THENCE S 0°27'54" W ON THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 1320.00 FEET;
THENCE S 89°32'00" E ON A LINE PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 250.61 FEET TO A SET 1/2" IRON PIN WITH CAP C&B 7232, SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUING S 89°32'00" E A DISTANCE OF 369.39 FEET TO A FOUND 1/2" IRON PIN;
THENCE S 0°27'54" W ON A LINE PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 282.29 FEET TO A FOUND 1/2" IRON PIN WITH CAP C&B 4117;
THENCE N 89°32'00" W ON A LINE PERPENDICULAR TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 369.39 FEET TO A SET 1/2" IRON PIN WITH CAP C&B 7232;
THENCE N 0°27'54" E ON A LINE PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4) A DISTANCE OF 282.29 FEET RETURNING TO THE POINT OF BEGINNING;
SAID TRACT CONTAINS 2.39 ACRES AS DESCRIBED



CITY PLANNING COMMISSION APPROVAL

I, _____, Planning Chairman of the City of Shawnee do certify that the Shawnee City Planning Commission duly approved this Plat on the _____ day of _____, 20____.

Planning Chairman

ACCEPTANCE OF DEDICATION BY CITY COMMISSION

BE IT HEREBY RESOLVED by the Commission of the City of Shawnee, Oklahoma, that the dedications shown on the annexed plat of ROLLING HILLS ADDITION, SECTION 1 an addition to the City of Shawnee, Oklahoma are hereby accepted, adopted by the Council of the CITY OF SHAWNEE, OKLAHOMA this _____ day of _____, 20____.

Attest:

CITY CLERK

MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the CITY OF SHAWNEE, OKLAHOMA, hereby certify that I have examined the records of the said CITY OF SHAWNEE, and find that all deferred payments or unmatured installations upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of ROLLING HILLS ADDITION, SECTION 2, an addition to the CITY OF SHAWNEE, OKLAHOMA, on this _____ day of _____, 20____.

CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected qualified and acting County Treasurer of POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, that the tax records of said County show that all taxes are paid for the year 20____ and prior years on the land shown on the annexed plat of ROLLING HILLS ADDITION, SECTION 2, an addition to the CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, and that the required statutory security has been deposited in the Office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the CITY OF SHAWNEE, OKLAHOMA, on this _____ day of _____, 20____.

COUNTY TREASURER

BWR
DESIGN GROUP
BWR DESIGN GROUP, LLC
PO BOX 31732
EDMOND, OK 73003
405-761-5617
CA 7227, EXP. 06/30/2024

RECORD OF ACTION

DATE: July 9, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: FPL02-24

REQUEST: Final Plat, Rolling Hills Addition Section 2, of approximately 2.39 acres.

Applicant: Absentee Shawnee Housing Authority

Subject Property Address: NE Corner of Bryant and Main

Legal Description: NW ¼, Section 20, T-10-N, R-4-E, Pottawatomie County

Current Zoning: R-1 Single Family Residential

Requested Zoning: Same

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 3, 2024

PC Recommendation: Approval

Conditions: See PC Staff Report

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER		X	X			
PORTER	Rec Approval		X			
JOHNSON			X			
REESE			X			
HEMBREE			X			
BARRETT (CHAIR)			X			
HAYES			X			



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: July 15, 2024
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a Final Plat for Shawnee Twin Lakes, Lake No. 1, Phase II.
Case No.: FPL04-24 | 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 this area was approved in April 2024. The proposed Final Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision has been 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 reviewed the document for accuracy and finds it sufficient.
- Staff has no other comments on the proposed final plat at this time.

Alternatives:

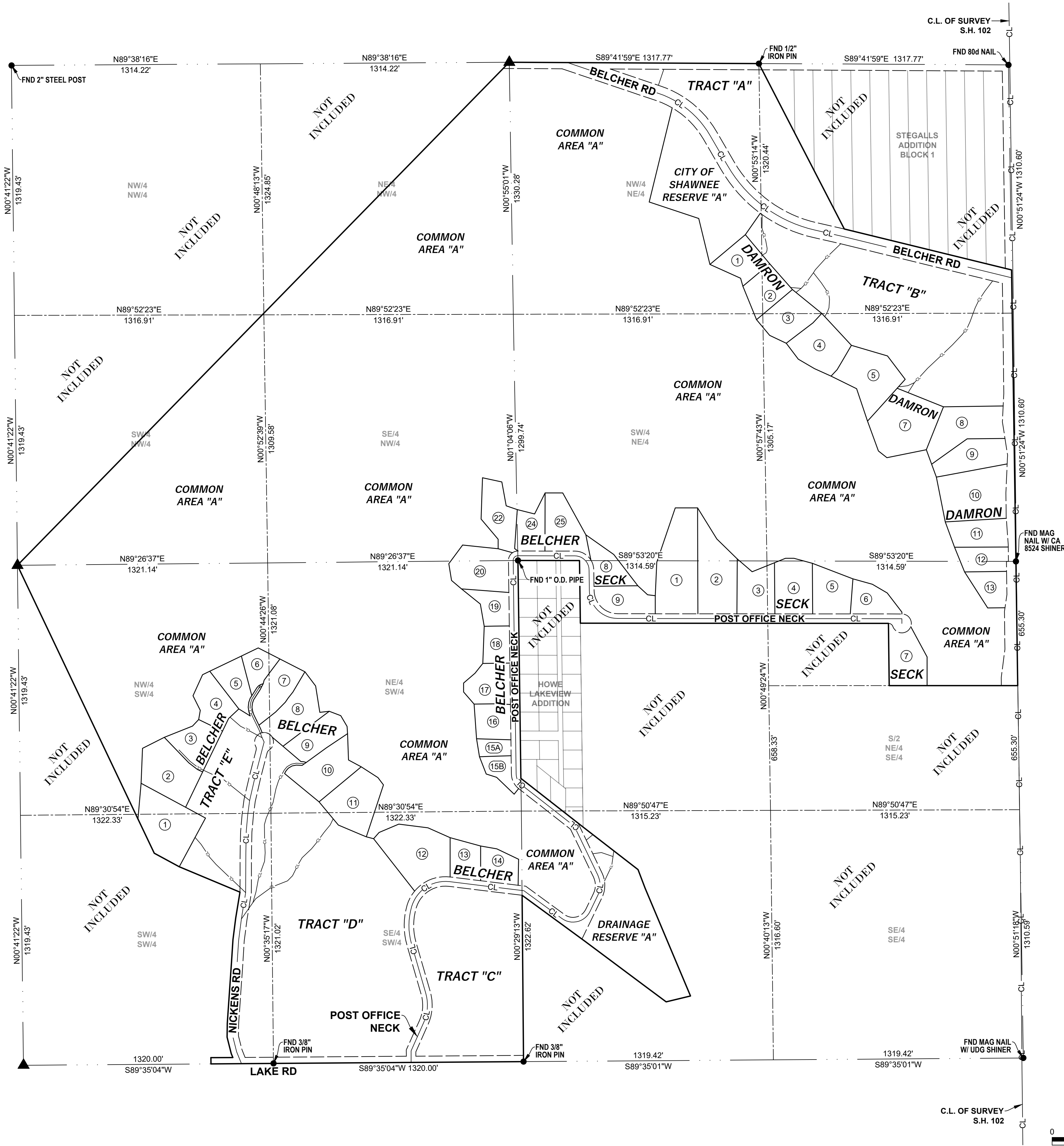
- Recommending Approval of Case No. FPL04-24, for the Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, as requested and presented by the applicant.
- Recommending Approval of Case No. FPL04-24, for the Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for Case No. FPL04-24
- Recommending Deferral of Case No. FPL04-24 with a request for additional and specific information to a certain date.

The Planning Commission voted 7-0 to recommend approval of this item at their regular meeting on July 3, 2024.

Financial Impact: None

Attachments: Shawnee Twin Lakes - Lake No. 1, Phase 2 - FINAL PLAT-DRAFT, FPL04-24 PC to CC Record of Action, STAFF FPL 04-24 Shawnee Twin Lakes Lake 1 Phase 2

Staff Recommendation: Approval of the item



FINAL 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

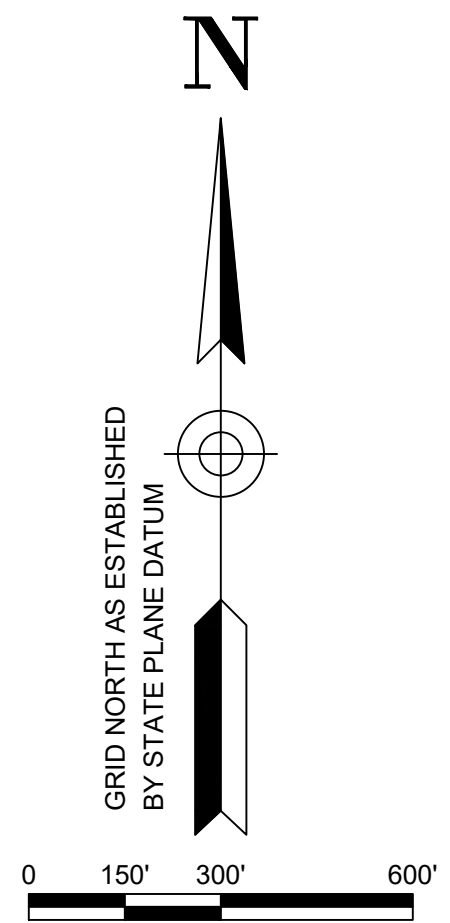
- NOTES**
1. THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THIS FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108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

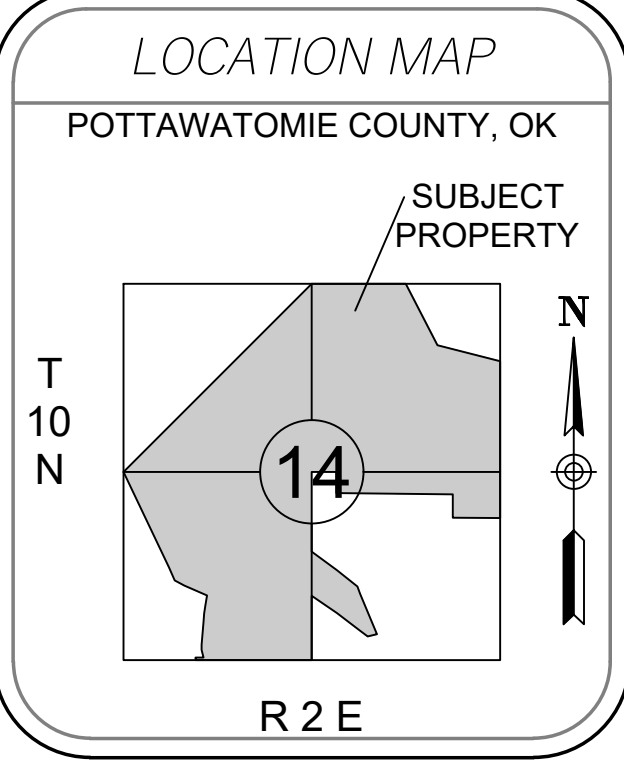
SECTION LINE	_____	R/W = PUBLIC RIGHT-OF-WAY
QUARTER SECTION LINE	_____	A/E = PRIVATE ACCESS EASEMENT
ALIQUOT SECTION LINE	_____	U/E = PUBLIC UTILITY EASEMENT
EXISTING SUBDIVISION LOT LINE	_____	O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT
CENTERLINE OF ROADWAY/DRIVE	_____CL	U/U/E = PRIVATE UNDERGROUND 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

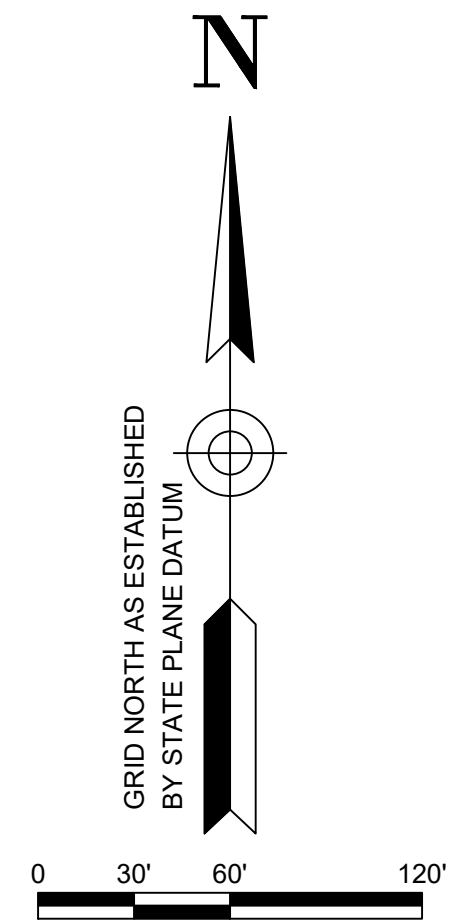


ELEVATION
LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393
TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2024



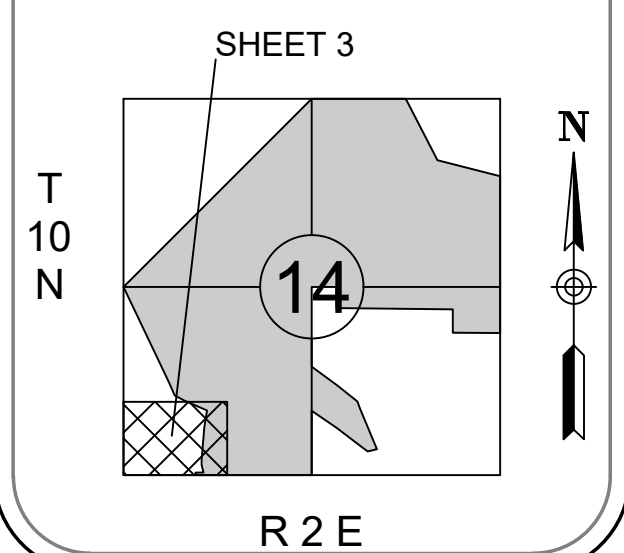
FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2
BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE	SURVEY BY:	TJW
			FIELD DATE: XX/XX/24	
			FINAL DATE: XX/XX/24	TJW
			SCALE: 1"=300'	REVIEWED BY: SDC
			ELS JOB NUMBER: 2023.47	

[illegible]

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2024

POTTAWATOMIE COUNTY, OK

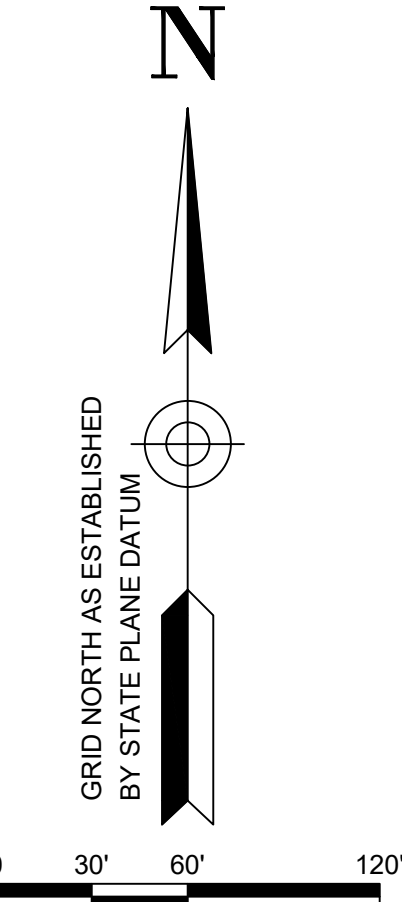


FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
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SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTION 14,
T10N-R2E, 1.M., POTTAWATOMIE COUNTY, OK

[illegible]

SHEET
3 OF 14



NOT INCLUDED

COMMON AREA "A"

NW/4
SW/4SW/4
SW/4

BELCHER

TRACT "E"

TRACT "D"

BELCHER

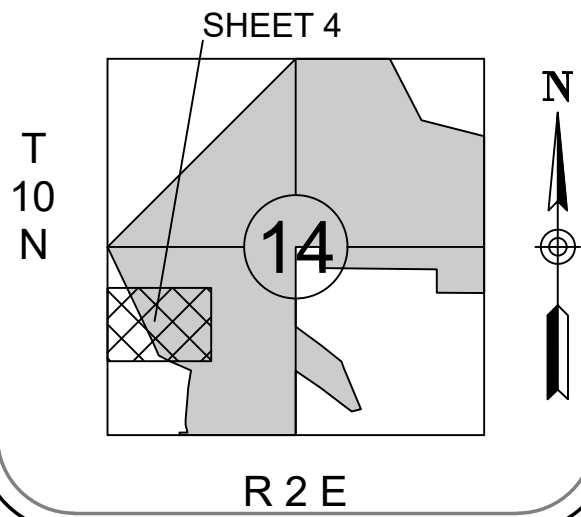
COMMON AREA "A"

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



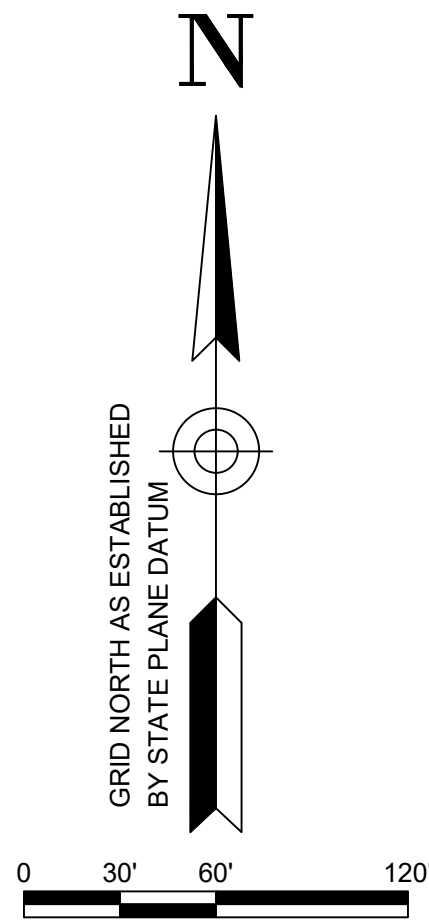
FINAL PLAT

SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2

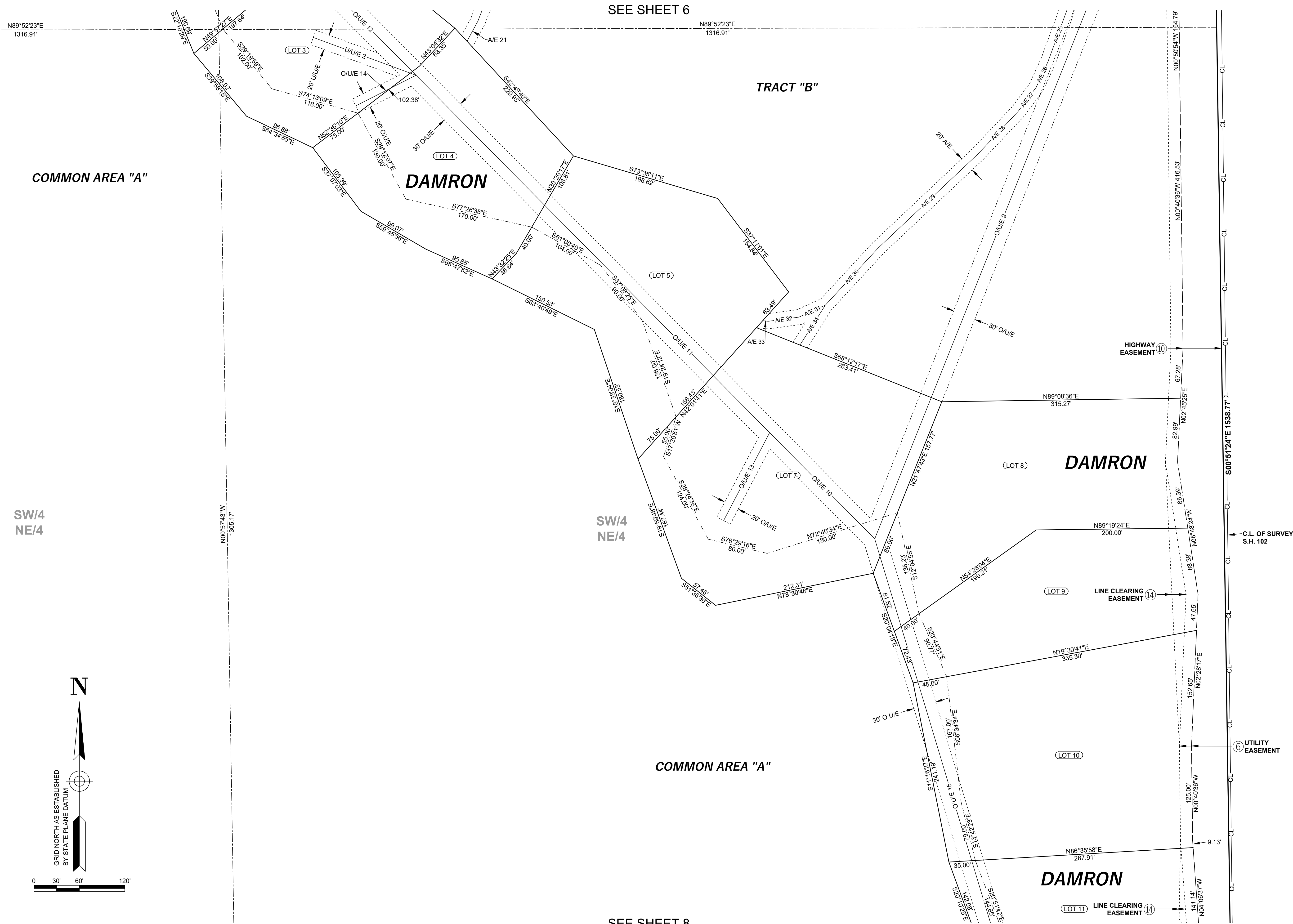
BEING A REPLAY OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE AND BEING A PART OF SECTION 14, T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

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
4 OF 14



SHEET
5 OF 14



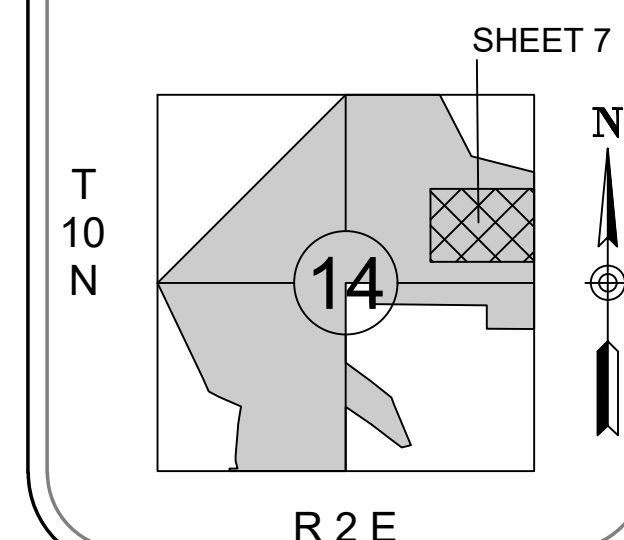
ELEVATION

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



FINAL PLAT

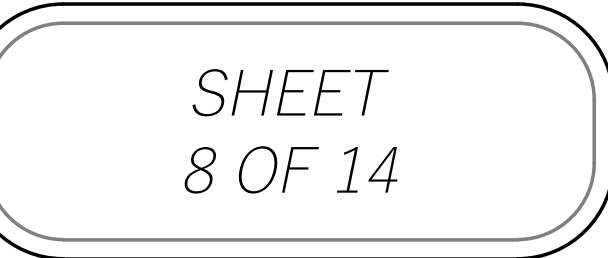
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2

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-1M, 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



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'	N59°53'16"E
A/E 76	26.80'	N39°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:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SAID SECTION FOURTEEN (14);
THENCE S 89°35'04" W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4) A DISTANCE OF 1320.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SW/4),
THENCE S 89°35'04" W ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (SW/4 SW/4) A DISTANCE OF 330.00 FEET;
THENCE N 00°24'56" W A DISTANCE OF 33.00 FEET TO A POINT ON THE STATUTORY SECTION LINE RIGHT-OF-WAY;
THENCE N 89°35'04" E ON THE STATUTORY RIGHT-OF-WAY A DISTANCE OF 115.81 FEET;
THENCE N 22°05'36" W A DISTANCE OF 21.99 FEET;
THENCE N 14°20'38" W A DISTANCE OF 89.52 FEET;
THENCE N 00°47'57" E A DISTANCE OF 72.50 FEET;
THENCE N 03°57'57" E A DISTANCE OF 319.26 FEET;
THENCE N 03°38'32" E A DISTANCE OF 123.79 FEET;
THENCE N 07°20'15" E A DISTANCE OF 115.13 FEET;
THENCE N 09°18'43" E A DISTANCE OF 138.89 FEET;
THENCE N 67°17'36" W A DISTANCE OF 347.51 FEET;
THENCE N 61°39'41" W A DISTANCE OF 150.00 FEET;
THENCE N 25°25'40" W A DISTANCE OF 1682.40 FEET TO THE SOUTHWEST CORNER ON THE NORTHWEST QUARTER (NW/4) OF SAID SECTION FOURTEEN (14);
THENCE N 44°21'37" E A DISTANCE OF 3713.90 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION FOURTEEN (14);
THENCE S 89°41'59" E ON THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1317.77 FEET TO THE NORTHWEST CORNER OF STEGALLS' ADDITION TO SHAWNEE IN SAID NORTHEAST QUARTER (NE/4);
THENCE S 27°18'39" E ON THE WEST LINE OF BLOCK ONE (1) OF SAID STEGALLS' ADDITION A DISTANCE OF 982.70 FEET TO THE SOUTHWEST CORNER OF BLOCK ONE (1) OF SAID STEGALLS' ADDITION, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY OF BELCHER ROAD;
THENCE S 76°15'05" E ON THE SOUTH LINE OF BLOCK ONE (1) OF SAID STEGALLS' ADDITION AND THE NORTH RIGHT-OF-WAY OF BELCHER ROAD A DISTANCE OF 909.11 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION FOURTEEN (14);
THENCE S 00°51'24" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1538.77 FEET TO THE NORTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER (N/2 NE/4 SE/4) OF SAID SECTION FOURTEEN (14);
THENCE S 00°51'18" E ON THE EAST LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER (N/2 NE/4 SE/4) A DISTANCE OF 655.30 FEET TO THE SOUTHEAST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER (N/2 NE/4 SE/4);
THENCE S 89°58'43" W ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER (N/2 NE/4 SE/4) A DISTANCE OF 678.57 FEET;
THENCE N 00°41'45" W A DISTANCE OF 328.42 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 N/2 N/2 SE/4);
THENCE N 89°57'19" W ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF SAID SOUTHEAST QUARTER (N/2 N/2 N/2 SE/4) A DISTANCE OF 1626.83 FEET TO A POINT ON THE EAST LINE OF HOWE LAKEVIEW ADDITION TO SHAWNEE IN SAID SOUTHEAST QUARTER (SE/4);
THENCE N 00°47'32" W ON THE EAST LINE OF SAID HOWE LAKEVIEW ADDITION A DISTANCE OF 330.31 FEET TO THE NORTHEAST CORNER OF SAID HOWE LAKEVIEW ADDITION, SAID POINT BEING ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (NW/4 SE/4);
THENCE N 89°53'20" W ON THE NORTH LINE OF SAID HOWE LAKEVIEW ADDITION A DISTANCE OF 325.00 FEET TO THE NORTHWEST CORNER OF SAID HOWE LAKEVIEW ADDITION, SAID POINT BEING THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (NW/4 SE/4);
THENCE S 00°47'30" E ON THE WEST LINE OF SAID HOWE LAKEVIEW ADDITION AND THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (NW/4 SE/4) A DISTANCE OF 1150.00 FEET TO THE SOUTHWEST CORNER OF SAID HOWE LAKEVIEW ADDITION;
THENCE S 51°56'38" E ON THE SOUTH LINE OF SAID HOWE LAKEVIEW ADDITION A DISTANCE OF 417.27 FEET TO THE SOUTHEAST CORNER OF SAID HOWE LAKEVIEW ADDITION;
THENCE S 52°15'57" E A DISTANCE OF 366.38 FEET;
THENCE S 20°48'07" E A DISTANCE OF 105.61 FEET;
THENCE S 22°50'20" E A DISTANCE OF 617.00 FEET;
THENCE S 76°29'40" W A DISTANCE OF 132.00 FEET;
THENCE N 53°30'20" W A DISTANCE OF 131.00 FEET;
THENCE N 53°12'10" W A DISTANCE OF 405.93 FEET;
THENCE N 53°51'59" W A DISTANCE OF 409.12 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW/4 SE/4);
THENCE S 00°29'13" E ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW/4 SE/4) A DISTANCE OF 878.00 FEET TO THE **POINT OF BEGINNING**.

SUBJECT PROPERTY CONTAINS A TOTAL OF **368.02 ACRES** AS DESCRIBED.

THE BASIS OF BEARING FOR THIS SURVEY IS OKLAHOMA STATE PLANE SYSTEM, NAD-83/2011, OKLAHOMA SOUTH ZONE, U.S. SURVEY FEET.
LEGAL DESCRIPTION WAS PREPARED ON XXXXX XX, 2024 BY OR UNDER THE DIRECT SUPERVISION OF **TANNER J. WENTWORTH #1871**.

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-----
QUARTER SECTION LINE-----
ALIQUOT SECTION LINE-----
EXISTING SUBDIVISION LOT LINE-----
CENTERLINE OF ROADWAY/DRIVE-----CL-----
SUBJECT PROPERTY LINE-----
LOT LINE-----
BUFFER AREA LINE-----
EASEMENT LINE-----
RIGHT-OF-WAY LINE-----
R/W = PUBLIC RIGHT-OF-WAY
A/E = PRIVATE ACCESS EASEMENT
U/I/E = PUBLIC UTILITY EASEMENT
O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT
U/U/E = PRIVATE UNDERGROUND UTILITY EASEMENT
C/L = CENTERLINE
C = CURVE
L/L = LOT LINE
BOUNDARY CORNER (AS NOTED)
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

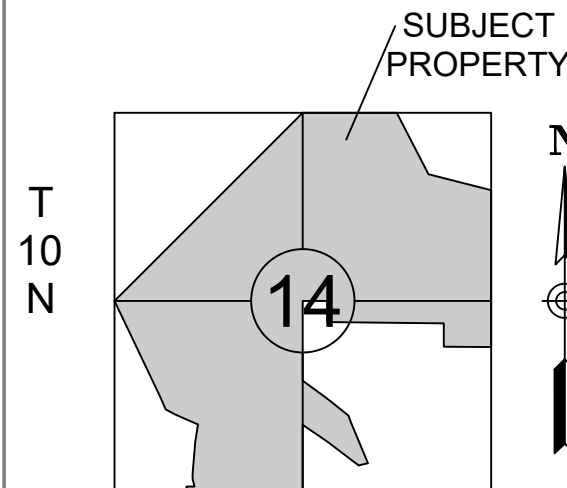
LAND SURVEYING

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



R 2 E

FINAL 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	FINAL DATE:	XX/XX/24	TJW	SCALE:	1"=60'	REVIEWED BY:	SDC	ELS JOB NUMBER:	2023.47

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
SUBJECT PROPERTY
T 10 N
R 2 E

FINAL 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
14 OF 14

OWNER'S NOTARY	CITY CLERK	COUNTY TREASURER	ABSTRACTOR	ABSTRACTOR'S NOTARY	SURVEYOR	SURVEYOR'S NOTARY

RECORD OF ACTION

DATE: July 9, 2024

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: FPL04-24

REQUEST: Consideration of a request for a Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, of approximately 368.02 acres.

Applicant: City of Shawnee

Subject Property Address: Shawnee Twin Lakes

Legal Description: See proposed plat

Current Zoning: A-1 Agricultural

Requested Zoning: Same

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: July 3, 2024

PC Recommendation: Approval

Conditions: None

Vote: 7 -- 0 -- 0

Members Present: 7

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER			X			
JOHNSON	Rec Approval		X			
REESE			X			
HEMBREE			X			
BARRETT (CHAIR)			X			
HAYES		X	X			



Planning Commission Meeting – 06.05.2024 – City of Shawnee, Oklahoma

Final Plat Application | FPL04-24 | Shawnee Twin Lakes Lake 1 Phase 2

=====

To: Shawnee Planning Commission

From: Rian Harkins, Community Development Director

Date: June 26, 2024

Subject: **Staff Report** – Consideration of a request for a Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, of approximately 368.02 acres.
Case No. **FPL04-24** | 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 this area was approved in April 2024. The proposed Final Plat of the Shawnee Twin Lakes – Lake No. 1, Phase II subdivision has been 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.
- Staff no other comments on the proposed final plat at this time.

Alternatives:

- Recommending Approval of Case No. FPL04-24, for the Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, as requested and presented by the applicant.
- Recommending Approval of Case No. FPL04-24, for the Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, with additional conditions noted by the Planning Commission.
- Recommending Denial of the application for Case No. FPL04-24
- Recommending Deferral of Case No. FPL04-24 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 **FPL04-24** for the Final Plat, Shawnee Twin Lakes Lake 1 Phase 2, as presented in the staff report.

This application will be heard at the City Commission meeting on Monday, July 15, 2024, at 6:00 p.m. in the City Hall Commission Chambers.



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

Date: July 15, 2024
To: Board of City Commissioners
From: Courtney Conrad, Assistant Finance Director
Subject: Consideration of the following budget amendments for Fiscal Year 2024 – 2025:

Background:

A total budget amendment in the amount of \$124,360.56 for the Opioid Settlement Fund should be considered.

Opioid Settlement Fund

As part of a competitive grant application, The City of Shawnee's Homeless Program has been awarded a grant of \$124,360.56 from the Oklahoma Opioid Abatement Board (OAB). The purpose of this grant is to facilitate quarterly Narcan training for the Homeless Program staff and volunteers as well as associated Narcan distribution to promote and protect the health of Oklahomans through abating the effects of the Opioid Epidemic.

- \$124,360.56 – Opioid Settlement Fund, Regular Salaries, Other Materials & Supplies

This amendment is funded from State Grant Revenue from OAB.

Financial Impact: See budget amendment.

Attachments:

Staff Recommendation: Approval of the item.

City of Shawnee
2024-2025 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
114	41020			State Grant Revenue		124,360.56	124,360.56
							-
				Total	-	124,360.56	124,360.56

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
114	5-0510-51010			Regular Salaries	-	35,548.56	35,548.56
114	5-0510-52500			Other Materials & Supplies	-	88,812.00	88,812.00
							-
					-	-	-
					-	124,360.56	124,360.56

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate a grant award to the homeless program from the Oklahoma Opioid Abatement Board.

Approved:

Mayor _____
 Attest: _____

City Clerk _____

On Date _____

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



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

Date: July 15, 2024
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Lake Patrol Dock, Project No. 24-0620-02 (Award)

Background: Staff advertised and opened bids on July 3, 2024, for the construction of a new Police Patrol Dock on Twin Lake #1. City staff has reviewed the bid proposal. Only one (1) bid was received, and the bid was for \$240,680.00. The estimate prior to bid opening was \$225,000.

Staff recommends awarding the bid to Goldner Dock Construction, in the amount of \$240,680.00.

Financial Impact: \$240,680.00, from Capital Fund, Capital Outlay-Bldgs & Improvements - 301-5-0620-54200; Proj. No. 24-0620-02;

Attachments: Police Boat Dock Specifications_IFB, Planholder's List- PD Boat Dock

Staff Recommendation: Award of the contract

SPECIFICATIONS
FOR
CONTRACT NO. 24-0620-02
LAKE PATROL DOCK

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION



MAYOR
Ed Bolt

BOARD OF COMMISSIONERS

Lauren Richter
Mark Sehorn
Darren Rutherford

Yannah Frazier
Cami Engles
Daniel Mathews

CITY MANAGER
Andre Weckmueller-Behringer

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR:
PROJECT NO. 24-0620-02**

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Shawnee, Oklahoma, City Hall, 16 West 9th – P.O Box 1448, Shawnee, OK 74802-1448 up to 4:00 p.m., Wednesday, July 3, 2024, for:

BID: CONTRACT NO. 24-0620-02 LAKE PATROL DOCK

Bidding Documents, Plans and Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. Hard copy bid documents will be \$50 per set. No documents will be mailed unless the request is accompanied by an additional \$10.00 per set to cover mailing cost. Digital copies can be requested by emailing seth.barkhimer@shawneeok.org. There is no fee for digital copies. All respondents must be registered as a plan holder to be considered a qualified bidder. The only way to register as plan holder is by purchasing plans or obtaining digital plans via the email above. **There will not be a Pre-Bid Conference or Webinar. A deadline for questions will be June 24th, 2024 via email.** Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following words to the left of the address:

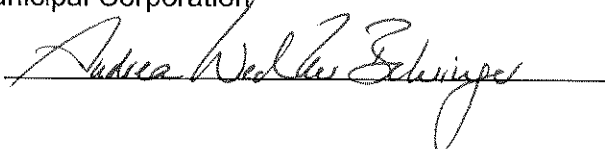
BID: CONTRACT NO. 24-0620-02 - LAKE PATROL DOCK – July 3, 2024

This project shall include necessary items for the installation of a **patrol dock for the lake**. BIDDERS must obtain Bid Documents directly from the City of Shawnee in order for Bids to be acknowledged. The ORIGINAL COPY of each bid shall be filed with the City Clerk of the City of Shawnee, Oklahoma, together with a sworn anti-collusion affidavit in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders or any other persons, any part of the contract or subject matter of the bid.

Each BIDDER shall attach to his/her BID filed with the City of Shawnee either a bidder's bond, a certified check, or a cashier's check made payable to the City of Shawnee, in an amount not less than five percent (5%) of the amount of bid as a guarantee of delivery of the service in full compliance with the specifications as issued by the City of Shawnee. Should the successful BIDDER fail to deliver the service in full compliance with the specifications within forty-five (45) days after acceptance of his/her bid, the bidder's bond, certified check or cashier's check deposited with his/her bid will be retained as and for liquidated damages. The deposit of each unsuccessful bidder will be returned when his/her bid is rejected.

The bids filed with the City Clerk will be publicly opened and read aloud in the City Hall Commission Chambers, Shawnee, Oklahoma, at 4:00 p.m., Wednesday, July 3, 2024. The City of Shawnee reserves the right to reject any and all bids.

CITY OF SHAWNEE, OKLAHOMA
a Municipal Corporation

BY: 

INFORMATION FOR BIDDERS

1. Scope of Work: It is the intent of this bid to secure, on a competitive basis, a source of (2) Two slip Boat Docks as described below. These dimensions should be considered minimum specifications.
2. Specifications:
Meeco Sullivan – The Marina Company two (2) 12'x30' covered Slips with two (2) 4'x60' ADA Gangways, or approved equal.
 - a. Dock Frame – 12" Deep galvanized steel frame with main structural side chords and ends fabricated from 2"x2"x1/4" angle. All other angle to be 1 1/2"x1 1/2" x 3/16".
 - b. Flotation – Polyethylene encased floats with polystyrene flotation molded inside. Shell thickness shall be nominal 0.150 inches.
 - c. Decking - Grey 2'x6" composite decking with single row 2'x6" composite side wood perimeter.
 - d. Underwater Truss – Three sided underwater truss connecting the end of each finger. The truss is manufactured with All other angle to be 1 1/2"x1 1/2" x 3/16". And the underwater columns are 2"x2"x1/4" minimum angle size.
 - e. All connections to be double nutted with 1/2" diameter grade 5 galvanized bolts.
 - f. All steel components to be hot-dip galvanized.
 - g. Telescope Anchorage – Designed for maximum water depth of 32'-0"
 - h. Bumpers – Black #5001 vinyl bumper interior perimeter of slips & both end of dock (none on long sides of dock.) Black 3' column bumpers (6 per slip)
 - i. Cleats – 10" Aluminum "S" Cleats (4 per finger)
 - j. Liveload
 - i. Deck Flotation – 30 PSF (Open Docks)
 - ii. Roof Flotation – 5 PSF
 - iii. Roof Structural Load – 10 PSF
 - k. Desired deadload freeboard – 22" ~ 24"
 - l. Colors –
 - i. Roof – White
 - ii. Trim – White
 - iii. Columns – Galvanized
 - iv. Purlins – Galvanized
 - m. Bridge / Gangway
 - i. (2) 4'x60' ADA Gangways with composite decking. Pin connection to slips, adjacent gangways and Rollers and treadplate on Shore.
 - ii. All bridges shall be designed with 42" high rails. All steel material will be galvanized.
 - iii. Include 6'x8" gangway landing with security gate
 - iv. Include 5' wide treadplate connection to existing asphalt path.
 - n. Gangway Concrete landing – ADA compliant path shall extend to existing asphalt path.
 - o. Bidder agrees to repair or replace dock systems that fail in materials or workmanship within the specified warranty period. Warranty period shall be a minimum of (2) two years against defect in material and workmanship.

3. BIDS will be received by the CITY OF SHAWNEE, OKLAHOMA (herein called the "OWNER"), at the Office of the CITY CLERK until **4:00 p.m., Wednesday, July 3, 2024** and then publicly opened and read aloud at **4:00 p.m., Wednesday, July 3, 2024** in the City Hall Commission Chambers, Shawnee, Oklahoma.
4. BIDDERS ARE REQUIRED to obtain Contract Documents and associated Plans directly from the City of Shawnee, and pay for said Contract documents and plans at the fee stated. Only BIDDERS who have met this requirement will have their bids acknowledged. The ORIGINAL COPY of the bid for each project will be filed with the CITY CLERK OF THE CITY OF SHAWNEE, OKLAHOMA together with a sworn noncollusion and business relationship affidavits in writing that the bidder has not entered into any agreement, expressed or implied, with any other bidder, or bidders, for the purpose of limiting the bid, or bidders, or parcel out to any bidder, or bidders, or any other person, any part of the contract or subject matter of the bid.
5. Each BID must be submitted in a sealed envelope, addressed to the CITY OF SHAWNEE, at the office stated above. Each sealed envelope containing a BID must be plainly marked on the outside as BID for CONTRACT NO. 24-0620-02 Lake Patrol Dock and the envelope should bear on the outside the name of the BIDDER, his address, his license number if applicable and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Office of the CITY CLERK, P.O. Box 1448, Shawnee, OK 74802-1448.
6. All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required in each bid package.
7. The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
8. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.
9. The OWNER shall provide to BIDDERS prior to BIDDING, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.
10. The CONTRACT DOCUMENTS contain the provisions required for the construction of EACH PROJECT. Information obtained from an officer agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.
11. A BID bond payable to the OWNER must accompany each BID FOR EACH PROJECT for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS.

When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Contract, Statutory and Performance BONDS have been executed and approved after which it will be returned. A certified check may be used in lieu of a BID BOND.

12. A PERFORMANCE, MAINTENANCE and STATUTORY BOND will not be required as a part of this contract.
13. CONTRACTOR shall also submit a completed IRS form W-9, requirements for such set forth in the Contract Documents.
14. Attorneys-in-fact who sign BID BONDS must file with each BOND a certified and effective dated copy of their power of attorney.
15. The party to whom the contract is awarded will be required to execute the Agreement within ten [10] calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement shall accompany the NOTICE OF AWARD. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.
16. The OWNER within ten [10] days of receipt of acceptable Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.
17. The NOTICE TO PROCEED shall be issued within thirty [30] days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the thirty [30] day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.
18. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.
19. A conditional or qualified BID will not be accepted.
20. Award will be made to the lowest responsible BIDDER.
21. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.
22. Each BIDDER is responsible for inspecting the site and for the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.
23. The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.
24. Bidders on this work will be required to comply with Title VI of the Civil Rights Act of 1964, and with the President's Executive Order 11246, as amended. The requirements for Bidders

and Contractors under this order are indicated in the Contract Documents.

25. Inspection trips for prospective BIDDERS may be arranged through the City Engineer.

26. The ENGINEER is Seth Barkhimer, P.E., City Engineer. His address is City Hall, 222 N. Broadway, Shawnee, OK 74801 (405-878-1760).

INSTRUCTIONS AND FORMS

DIVISION I

BID FORM

CONTRACT NO. 24-0620-02

LAKE PATROL DOCK

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

SUBMITTED TO:

Lisa Lasyone, City Clerk
City of Shawnee
P.O. Box 1448
16 W 9th Street
Shawnee, OK 74802

1. The undersigned Bidder declares that before preparing this bid he read carefully the Instructions to Bidders and the plans and detailed specifications and that his bid is made with full knowledge of the kind, quality and quantity of the materials or services to be furnished.
2. The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the office of the City Clerk of the City of Shawnee, Oklahoma, the following bid prices:

SEE PARAGRAPH 4 - BID SCHEDULE
CONTRACT NO. 24-0620-02

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that;
(a) Bidder has examined copies of all Bidding Documents and of the following Addenda (receipt of all that is hereby acknowledged):

DATE

NUMBER

- (b) Bidder has familiarized himself with the nature and extent of the Contract Documents, Work, Site, Locality and all-local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) Bidder has studied carefully all reports and drawings of surface conditions and drawings of physical conditions which are identified in the Supplementary Conditions, and accepts the determinations set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above), which pertain to the surface or physical conditions at the site or otherwise may affect the costs, progress, performance or furnishing of the work as Bidder considers necessary for the performance or furnishing of the work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information on data shown or indicated on the contract documents with respect to existing facilities at or contiguous to the site and assumes responsibility for the accurate location of said

facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said facilities are or will be required by Bidder in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and written resolution thereof by Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder or submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder will complete the work for the following price(s):

24-0620-02
LAKE PATROL DOCK
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Item	Description	Quantity	Units	Unit Price	Total
1.	Dock, Gangway, and Slip Installation	1	LS		
2.	Preparation of Gangway Connection	1	LS		
3.	Construction Allowance	1	LS	10,000.00	10,000.00
TOTAL (Base-Bid):					

5. Bidder agrees that the work under the terms of this contract is an annual maintenance contract for the items of work let for bids, and that the contract may be extended for one additional year period if agreed upon by both the Contractor and the City of Shawnee. Maintenance work governed by this contract will occur at various locations throughout the City of Shawnee as directed by the Engineer, and once Contractor is directed to perform a task at a specified location, then, he/she shall have two weeks to schedule the activity accordingly and is expected to be onsite within two weeks of notification to initiate the repair work.

6. The following documents are attached to and made a condition of this Bid:

- a) Required Bid securities in the form of certified or bank check or a bid bond in the amount of **5%** of total bid price;
- b) A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid; and
- c) Bid Affidavits.

7. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

8. The terms used in this Bid, which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

DELIVERY DATE: (per specifications)

BID AFFIDAVITS

The following affidavits are to accompany the bid;

A. Non-collusion Affidavit

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the Shawnee Municipal Authority/City of Shawnee, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

BIDDER

By: _____

Subscribed and sworn to before me this _____ day of _____, 2024.

NOTARY PUBLIC

(SEAL)

My Commission Expires

B. BUSINESS RELATIONS AFFIDAVIT

STATE OF _____)

COUNTY of _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed with one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Subscribed and sworn to before me this _____ day of _____ 2024.

(SEAL)

NOTARY PUBLIC

My Commission Expires

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as Principal, and _____ as Surety, are hereby held
and firmly bound unto the CITY OF SHAWNEE, OKLAHOMA as OWNER in the penal sum of
_____ DOLLARS, for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 2024. The Condition of the above
obligation is such that whereas the Principal has submitted to _____ a
certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
the construction of [LAKE PATROL DOCK 24-0620-02](#)

NOW, THEREFORE,

[a] If said BID shall be rejected, or

[b] If said BID shall be accepted and the Principal shall execute and deliver a contract
in the Form of Contract attached hereto [properly completed in accordance with said
BID] and shall furnish a Bond for his 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 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 BOND shall be in no way impaired or affected by the 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 proper officers, the day and year first set forth above.

_____[L.S.]
Principal

Surety

By:_____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list [Circular 570 as amended] and be authorized to transact business in the state where the project is located.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2024 by and

between The City of Shawnee, Oklahoma, Hereinafter called
(name of owner or individual)

“OWNER” and _____, doing business as an individual, or
(contractor name)

a partnership, or a corporation hereinafter called “CONTRACTOR”:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the following:

CONTRACT NO. 24-0620-02
LAKE PATROL DOCK

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
 3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 14 calendar days after the date of receipt of the Notice to Proceed, and will complete the same within 90 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
 4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$_____ or as shown in the Bid Schedule.
- A. The term “CONTRACT DOCUMENTS” means and includes the following:
- A. Notice to Bidders
 - B. Information to Bidders
 - C. Bid form and Schedule
 - D. Bid Bond
 - E. Construction Agreement
 - F. Performance Bond
 - G. Statutory Bond
 - H. Maintenance Bond

- I. Drawings prepared by City of Shawnee Engineering Department.
- J. Specifications prepared or issued by City of Shawnee Engineering Department.
- K. Addenda #_____ dated _____.
- Addenda #_____ dated _____.
- Addenda #_____ dated _____.

- 6. The OWNER will pay the CONTRACTOR in partial payments as work is performed with final payment to be made upon the acceptance of the project by the Board of Trustees of the Shawnee Municipal Authority or Board of Commissioners of the City of Shawnee.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

OWNER:

CITY OF SHAWNEE
A Municipal Corporation

(SEAL)

ATTEST:

Lisa Lasyone, City Clerk

BY _____
NAME Andrea Weckmueller-Behringer
TITLE City Manager

(SEAL)

ATTEST:

BY _____

(signature)

NAME _____
(Print)

TITLE _____
(Secretary/Treasurer)

CONTRACTOR:

(name of Entity)

BY _____

(signature)

NAME _____
(Print)

TITLE _____
(President/Vice President)

ADDRESS _____

NOTICE OF AWARD

TO: _____

PROJECT Description: **LAKE PATROL DOCK; 24-0620-02**

The OWNER has considered the bid submitted by you for the above described work in response to its Advertisement for Bids dated _____ and Information for Bidders. You are hereby notified that your BID has been accepted for items in the amount of \$ _____

You are required by the Information for Bidders to execute the Agreement and vendor registration forms (W-9), along with certificates of insurance, all within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said information within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return the ACCEPTANCE page of this NOTICE OF AWARD to the OWNER. Dated this _____ day of _____, 2024.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

(SEAL)

ATTEST:

BY _____

TITLE _____

ACCEPTANCE OF AWARD

PROJECT NO. 24-0620-02
LAKE PATROL DOCK

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2024.

BY _____

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: **LAKE PATROL DOCK; 24-0620-02**

You are hereby notified to commence WORK in accordance with the Agreement dated, day of _____, 2024 on or before _____, and you are to complete the WORK within **60 calendar days** thereafter. Therefore, the approximate date of completion is _____.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Owner

BY  _____
Title City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above
NOTICE TO PROCEED is
hereby acknowledged

by _____

this the _____ day

of _____, 2024.

BY _____

Title _____

(Please sign and return one copy of this form to, Engineering Dept, City of Shawnee, P.O. Box 1448, Shawnee, OK 74802-1448)

EQUAL OPPORTUNITY CLAUSE

(Provisions of subsections (1) through (7) of Section 202 of Executive Order 11246, as amended)

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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 or national origin. Such action shall include, but not be 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. The contractor agrees to post in conspicuous place available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

(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, or national origin.

(3) 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 by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order N. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraph (1) through (7) 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 No. 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 contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."EOC1

THE CITY OF SHAWNEE
P.O. Box 1448
SHAWNEE, OKLAHOMA
74802-1448
(405) 878-1661

ESTIMATE NO.

SHEET

OF

SHEETS

PROJECT DESCRIPTION: LAKE PATROL DOCK
24-0620-02

IN ACCOUNT WITH:

ADDRESS:

PAYMENT REQUEST FORM

[illegible]

NOTE: - See Reverse Side of Last Sheet for Certification

CONTRACTOR'S CERTIFICATION

I, _____, the undersigned, upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and that I am authorized to make this affidavit, so help me God.

CLAIMANT _____

BY: _____

Subscribed and sworn to before me _____

20 _____. My Commission expires _____,
20 _____.

Notary Public: _____

ENGINEER'S CERTIFICATION

I certify that I have checked and verified this Estimate

No. _____ for the period of _____ to

_____, inclusive, that to the best of my knowledge and belief it is a true and correct statement of work performed and/or materials supplied by the Contractor, that all work and/or materials included in this estimate has been inspected by me and/or my duly authorized representative and that it has been performed and/or supplied in full accordance with the terms and conditions of the Contract.

BY: _____
Engineer

I hereby certify that all of the contract requirements as specified under the Labor Standards have been complied with by

as principal contractor and by each sub-contractor employing mechanics and labors at the site of the work, or there is an honest dispute with respect to the required provisions.

BY: _____
Title

Original Contract Amount	\$
Total Additions	\$
Total Deductions	\$
Contract as Revised to Date	\$
Total Amount of Work Done to Date	\$
Materials on Hand	\$
Total Work and Materials	\$
Amount Retained () Per Cent	\$
Balance	\$
Less Previous Payments	\$
Amount Due on Contract Estimate	\$
Days Allowed in Contract	
Days Consumed This Estimate	
Days Previously Consumed	
Total Days Consumed to Date	
Days Remaining in Contract	
Remarks:	

CONDITIONS OF CONTRACT

DIVISION II

DEFINITION OF TERMS

SECTION 000 DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instruments herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

A.A.S.H.O.	The American Association of State Highway Officials.
Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I.	American National Standards Institute.
A.S.T.M.	The American Society for Testing and Materials.
Award	The decision of the Authority to accept the proposal of the lowest and best bidder for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefore, and to such other conditions as may be specified or otherwise required by law.
Authority	City of Shawnee
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated for, Oklahoma, a municipal corporation, acting through its duly authorized representatives.
City Auditor	The City Auditor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Clerk	The City Clerk of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
City Manager	The Manager of the City of Shawnee, Oklahoma.
City Treasurer	The City Treasurer of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Construction Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans, specifications and terms of the Contract.
Contract	The written agreement covering the performance of the work. The contract includes the Advertisement and Notice to Contractors Proposal, Bonds, Specifications, including Special Provisions, Addenda, Plans or working drawings and any supplemental agreement pertaining to the work or materials therefore.

Contractor	The person or persons, partnership, company firm, or corporation entering into contract for the execution of the work, acting directly or through a duly authorized representative.
Commission	The Commission of the City of Shawnee, Oklahoma.
Director of Water Utilities	Acting within the scope of duly delegated authority.
Engineer	City Engineer
Furnish	To Supply.
Maintenance Bond	The approved form of security furnished by the Contractor and his Surety as a guarantee that he will maintain the work constructed by him in good condition for the period of time required.
Mayor	The Mayor of the City of Shawnee, Oklahoma.
Municipal Counselor	The Municipal Counselor of the City of Shawnee, Oklahoma, or his duly authorized assistants or agents.
Plan or Plans	All of the drawings pertaining to the contract and made a part thereof, including such supplementary drawings as the Engineer may issue from time to time, in order to elucidate other drawings or for the purpose of showing changes in the work as authorized under the Section, "Changes and Alterations," or for showing details not shown thereon.
Provide	To furnish and erect or install.
Special Provisions	The special clauses setting forth conditions or requirements peculiar to the specific project involved, supplementing the <u>General Provisions</u> and taking precedence over any conditions or requirements of the <u>General Provisions</u> with which they are in conflict.
Specifications	The directions, provisions and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the contract.
Statutory Bond	The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.
Surety or Sureties	The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.

The Work	All work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.
Working Day	Any day, other than a legal holiday, Saturday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work in a manner satisfactory to the Engineer, for at least six (6) hours, toward completion of the work, unless work be suspended for causes beyond the Contractor's control, provided that Saturday, Sunday and holidays on which the Contractor's forces do engage regular work will be considered as working days.
Resolution	Establishing a Contractors Pre-qualification Board: adopting standards and procedures therefore; and requiring board examinations and approval of bidders or public improvement work.
Owner	City of Shawnee

SCOPE OF WORK

SECTION 001 INTENT OF PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The contractor shall do all work as provided in the plans, special provisions, specifications, proposal and contract and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified.

SECTION 002 SPECIAL PROVISIONS

Should any work or any conditions that are not thoroughly or satisfactorily stipulated or covered by the general or standard specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract.

SECTION 003 INCREASED OR DECREASED QUANTITIES OF WORK

The Owner reserves the right to alter the quantities of the work to be performed or to extend or shorten the improvement at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased, at the contract unit prices.

SECTION 004 ALTERATIONS OF PLANS AND SPECIFICATIONS

The Owner reserves the right to make such changes in the plans and in the character of the work and approved by the Engineer as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.

SECTION 005 EXTRA WORK

When any work is necessary to the proper completion of the project for which no prices are provided in the proposal or contract, the Contractor shall do such work, prior to acceptance by the City.

SECTION 006 FINAL CLEANING UP

Upon completion of the work and before acceptance the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

CONTROL OF THE WORK AND MATERIALS

SECTION 007 AUTHORITY OF ENGINEER

All work shall be done under the supervision of the Engineer and to his satisfaction. He shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of the plans and specifications, acceptable fulfillment of the contract, and suspension of work.

SECTION 008 DETAIL SHOP AND WORKING DRAWINGS FURNISHED BY CONTRACTORS

The contractor shall submit to the Engineer for approval, such additional shop and working drawings of structures or equipment as may be required, and, prior to the approval of such drawings by the Engineer, any work done or materials ordered shall be at the Contractor's risk.

SECTION 009 CONFORMITY WITH PLANS. ALLOWABLE DEVIATIONS

All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. All deviations from the plans

will be accomplished by change orders prepared by the Owner and approved by the Engineer. All change orders shall be in writing. Three copies shall be furnished to the City and two copies shall be furnished to the contractor of all change orders approved by the Engineer.

Change orders shall include the following:

1. Complete detail of work contemplated
2. Complete justification

SECTION 010 EXISTING STRUCTURES NOT SHOWN ON PLANS

The plans show the location of certain existing surface and subsurface structures. The City assumes no responsibility for failure to show any or all structures on the plans or to show them in their exact location.

SECTION 011 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The plans, these specifications, Special Provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over scaled dimensions; plans shall govern over specifications, Special Provisions shall govern over both General and Standard Specifications, and the plans and quantities shown on the plans shall govern over those shown on the proposal. The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the Engineer shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the contractor discovers any apparent error or discrepancy, he shall immediately call such error or discrepancy to the attention of the Engineer, and request in writing an interpretation thereof by the Engineer.

SECTION 012 COOPERATION OF CONTRACTOR

The Contractor shall have a set of plans and specifications available at all points where a separate construction crew is working. The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer and his inspectors and with other contractors in every way possible. The Contractor shall provide a competent Superintendent on the work at all times who is fully authorized as his agent on the work. Such Superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the Engineer or his authorized representative. The Contractor and his Superintendent shall provide all reasonable facilities to enable the Engineer and his inspectors to inspect the workmanship and materials entering into the work.

SECTION 013 CONSTRUCTION STAKES

Where not indicated otherwise in plans and specifications, the Owner will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted for under these specifications. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure.

SECTION 014 SOURCE OF SUPPLY AND QUALITY OF MATERIALS

The Contractor shall not start delivery of materials until the Engineer has approved the source of supply. Only materials conforming to the requirements of these specifications shall be used in the work and such materials shall be used only after written approval has been given by the Engineer and only, so long as the quality of said material remains equal to the requirements of the specifications. The contractor shall furnish approved materials from other sources if, for any reason, the product from any source at any time before commencing or during the prosecution of the work proves unacceptable. After approval, any material, which has become mixed with or coated by dirt or any other foreign substances during its delivery and handling, shall not be used in the work.

SECTION 015 MATERIALS AND WORKMANSHIP

The Contractor shall submit samples of materials, finish, appliances, etc., when required by the Engineer, and the Engineer in writing must approve all such samples before the work is executed and all work shall conform in all respects to the approved samples. Any work, which does not conform to the approved samples, will be rejected, and shall be removed and replaced by work that does so conform.

SECTION 016 SAMPLES AND TESTS OF MATERIALS

Where in the opinion of the Engineer or called for in the specifications, tests of materials are necessary, such tests shall be made by and at the expense of the City, unless otherwise provided in the Special Provisions. Tests, unless otherwise specified, are to be made in accordance with the latest standard methods of the American Society for Testing Materials. The contractor shall provide such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the samples until tests have been made and approved by the designated Engineer or testing laboratory. The Contractor in all cases shall furnish the required samples without charge. A laboratory designated by the City shall make all tests. Testing shall be done only on written order of the Engineer on test order forms provided by the City, unless otherwise provided in the Special Provisions or in the material details; nothing in these specifications shall be construed as requiring a specific number of tests to be made.

SECTION 017 STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by the Engineer they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

SECTION 018 INSPECTION

The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. If the Engineer requires, the Contractor shall at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed, for inspection. After inspection, the Contractor shall restore said portions of the work to the condition required by the specifications.

SECTION 019 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work, which has been rejected or condemned, shall be repaired, or, if it cannot be satisfactorily repaired it shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work. Work done without lines and grades having been given; work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided; work done without proper inspection will be done at the Contractor's risk and will be considered unauthorized and at the option of the Engineer may not be accepted and may be ordered removed at the Contractor's expense.

SECTION 020 CORRECTION OF WORK AFTER FINAL ACCEPTANCE

Neither the final certificate nor acceptance nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of five years from the date of substantial completion. The City shall give notice of observed defects with reasonable promptness.

SECTION 021 FINAL INSPECTION

The Engineer shall make final inspection of all work included in the contract or any portion thereof as soon as practicable after the work is completed and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, he shall inform the contractor as to the particular defects to be remedied before final acceptance can be made.

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

SECTION 022 LAWS TO BE OBSERVED

The Contractor shall, at all times, observe and comply with all Federal and state laws and City ordinances and regulations which in any manner affect the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work, and no plea of misunderstanding or ignorance thereof will be considered. The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents, employees and servants against any claims or liability arising from or

based on the violation of any such law, ordinance, regulation, order or decree whether by himself or his employees.

SECTION 023 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful prosecution of the work including those established by ordinances in connection with paving removal and replacement.

SECTION 024 PATENTED DEVICES, MATERIALS AND PROCESSES

If the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. It is mutually understood and agreed that without exception the contract prices shall include all royalties or costs arising from patents, trademarks and copyrights in any way involved in the work. The Contractor and the Surety shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process or any trademark of copyright used in connection with the work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the City for any such infringement or alleged infringement at any time during the prosecution or after the completion of the work contracted for herein. It is mutually agreed that the City may give written notice of any such suit to the Contractor, and thereafter the Contractor shall attend to the defense of the same and save and keep harmless the City from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments and executions in any manner growing out of, pertaining to or connected therewith.

SECTION 025 SANITARY PROVISIONS

The Contractor shall establish and enforce among his employees such regulations in regard to cleanliness and the disposal of garbage and waste as will tend to prevent the inception and spread of contagious or infectious diseases and to effectively prevent the creation of a nuisance about the work or any property, either public or private and such regulations as are required by the Engineer shall be put into effect immediately by the Contractor. The necessary sanitary conveniences for the use of laborers on the work properly secluded from public observation shall be constructed and maintained by the Contractor and the Contractor shall strictly enforce their use. All sanitary laws and regulations of the City and the State of Oklahoma shall be strictly complied with.

SECTION 026 PUBLIC CONVENIENCE AND SAFETY

Materials stored about the work shall be so placed and the work shall, at all times, be so conducted as to cause no greater obstruction of the traveling public than is considered necessary by the Engineer. The Contractor shall make provisions by bridges or otherwise, at all cross streets, highways, sidewalks and private driveways for the free passage of vehicles and pedestrians, provided that, where bridging is impracticable or unnecessary in the opinion of the Engineer, the Contractor may make arrangements satisfactory to the Engineer for the diversion of traffic and shall, at his own expense, provide all materials and perform all work necessary for the construction and maintenance of roadways and bridges for the diversion of traffic. Sidewalks must not be obstructed unless by special permission of the Engineer. Neither the materials excavated nor the construction materials or plant used in the construction of the work shall be placed so as to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric, telephone, telegraph or traffic signal conduits, sewers or fire alarm or police call boxes in the vicinity. The City reserves the right to remedy any neglect on the part of the Contractor as regards the public convenience and safety which may come to its attention, after twenty-one (24) hours' notice in writing to the Contractor, save in cases of emergency when it shall have the right to remedy any neglect without notice and, in either case, the cost of such work done by the City shall be paid prior to acceptance of the project. The Contractor shall notify the Traffic Control Office, The Fire Department Headquarters, and Police Headquarters when any street is closed or obstructed, and when directed by the Engineer shall keep any street or streets in condition for unobstructed use by fire apparatus. Where the Contractor is required to construct temporary culverts or bridges or make other arrangements for crossings over ditches or streams, his responsibility for accidents shall include the roadway approaches as well as the structures of such crossings.

SECTION 027 PRIVILEGES OF CONTRACTOR IN STREETS, ALLEYS OR RIGHT-OF-WAY

For the performance of the contract, the Contractor will be permitted to occupy such portions of streets or alleys, other public places or other rights-of-way as provided for in the ordinances of the City, as shown on the plans or as permitted by the Engineer. A reasonable amount of tools, materials and equipment for construction may be stored in such space but not more than is necessary to avoid delays in the Construction. Excavated and waste materials shall be piled or stacked in such a way as not to interfere with spaces that may be designated to be left free and unobstructed, nor inconvenience occupant of adjoining property. Other contractors of the City may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the City, all reasonable facilities and assistance for the completion of the adjoining work. He shall provide any additional grounds desired by the Contractor for his use at his own expense.

SECTION 028 RAILWAY CROSSINGS

When the work encroaches upon the right-of-way of any railway the Owner will secure for the Contractor all the necessary contracts, easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company, if it elects to do so, will construct the necessary bridges, trestles, cribs or other excavation during the time of construction of the work, and the cost of construction of such bridges, trestles, cribs or other structures shall be paid to the railway company by the contractor together with the necessary cost of any supervision or other incidental expense which may be required by the railway company while the work is in progress on the right-of-way of the railway company, and all such costs shall be taken into consideration by the Contractor in submitting proposals. The Contractor shall take such special precautions for the safety of the work and the traveling public as may be necessary by sheeting, bracing and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

SECTION 029 BARRICADES AND WARNING SIGNS

Where work is carried on in or adjacent to any street, alley, or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted white or yellow, so as to be visible at night. The paint shall be renewed as often as necessary to keep the barricades substantially covered. From sunset to sunrise the Contractor shall furnish and maintain at least one (1) light at each barricade. A sufficient number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect any new work. Failure to comply with this requirement will result in the Engineer shutting down the work until the Contractor shall have provided the necessary protection. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and whenever evidence of such damage is found prior to acceptance, the Engineer may order the damaged portion immediately removed and replaced by the Contractor at his expense, if, in the opinion of the Engineer such action is justified. The Contractor's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the City has accepted the project.

SECTION 030 USE OF EXPLOSIVES

Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property, and the Contractor shall carry on such work in accordance with the requirements of the section on Construction Details of these specifications and in compliance with the ordinances of the City and all laws of the State of Oklahoma. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than eight (8) hours in advance of any blasting which might damage their or his property along or adjacent to the work. Whenever explosives are stored or kept, they shall be stored in a safe and secure manner and all storage places shall be marked plainly, "DANGEROUS EXPLOSIVES," and shall be under the care of a competent watchman at all times.

SECTION 031 PROTECTION AND RESTORATION OF PROPERTY

The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements, driveways, sidewalks, etc., to all water, sewer, gas or electric lines or appurtenances thereof and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representatives of any public service corporation, any company or any individual not less than twenty-one (24) hours in advance of any work which

might damage or interfere with the operation of their or his property along or adjacent to the work. He shall be responsible for all damage or injury to property of any character method of executing the work or due to his non-execution of the work or at any time due to defective work or materials, and said responsibility shall not be released until the work shall have been completed and accepted. When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense such property to a condition similar or equal to that existing before such damage or indirected, or he shall make good such damage for injury in an acceptable manner. In case of the failure on the part of the Contractor to restore such property or make good such damage or injury, the Engineer may, upon forty-eight (48) hours written notice, under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary and the cost thereof will be paid by the Contractor prior to final acceptance.

SECTION 032 PROTECTION AND PRESERVATION OF LAND MONUMENTS AND PROPERTY LINE MARKS

The Contractor shall protect carefully from disturbance or damage all land monuments and iron pins or other markers which establish property or street lines, provided that where such monuments or markers must, of necessity, be disturbed or removed in the performance of the contract, the Contractor shall first give ample notice to the Engineer, so that he may witness or reference in such monuments or markers.

SECTION 033 RESPONSIBILITY FOR DAMAGE CLAIMS

The Contractor and his Surety shall defend, indemnify and save harmless the City and all its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work or by or on account of any act or omission, neglect or misconduct of the said Contractor or by or on account of any claim or amounts recovered by any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree.

SECTION 034 TEMPORARY SEWER AND DRAIN CONNECTIONS

When existing sewers have to be taken up or removed the Contractor at his own expense shall provide and maintain temporary outlets and connections for all private or public drains, sewers, or sewer inlets. He shall also take care of all sewage and drainage, which will be received from these drains, sewers and sewer inlets; and for this purpose he shall provide and maintain at his own expense adequate pumping facilities and temporary outlets or diversions. He shall construct such troughs, pipes or other structures necessary and be prepared at all times to dispose of drainage and sewage received from these temporary connections until such time as the permanent connections are built and in service. The existing sewers and connections shall be kept in service and maintained under the contract, save where specified or ordered to be abandoned by the Engineer. All water or sewage shall be disposed of in a satisfactory manner so that no nuisance is created and that the work under construction will be adequately protected.

SECTION 035 ARRANGEMENT AND CHARGE FOR WATER FURNISHED BY THE CITY

If the Contractor desires to use City water he shall pay the rate established by City ordinances for such service and he shall make complete and satisfactory arrangements with the City Water Department for so doing. Meters will be used and the Contractor shall deposit the cost of the water meter with the Water Department and will pay for all repairs and maintenance of the meter for the period which he has the meter in use or in his possession.

SECTION 036 USE OF FIRE HYDRANTS

The Contractor or his employees shall not open, turn off, interfere with, attach pipe or hose to or connect anything with any fire hydrant, stop valve or stopcock or tap any water main belonging to the City, unless duly authorized to do so by the Water Department.

SECTION 037 USE OF A SECTION OR PORTION OF THE WORK

Whenever in the opinion of the Engineer any portion of the work or any structure is in suitable condition, it may be put into use by the written order of the Engineer, approved by the City Council, and such usage will not be held to be in any way an

acceptance of said work or structure or any part thereof or as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs or renewals on any section of the work so put into use, due to defective material or workmanship, or to natural causes other than ordinary wear and tear or to the operations of the Contractor shall be performed by and at the expense of the Contractor.

SECTION 038 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until written acceptance by the City as provided for in these specifications, the work shall be under the charge and care of the Contractor, and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the above caused before acceptance.

SECTION 039 PERSONAL RESPONSIBILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions contained herein or in exercising any power or authority granted to him by the contract, there shall be no liability upon the Engineer or his authorized assistants, either personal or as officials of the City, it being understood that in such matters he acts as the agent and representative of the City.

SECTION 040 WAIVER OR LEGAL RIGHTS

Inspection by the Engineer or by any of his duly authorized representatives, any order, measurement, or certificate by the Engineer, any acceptance of any work or any possession taken by the City, shall not operate as a waiver of any provision of the contract or any power therein reserved to the City or any right of damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 041 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this specification and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

SECTION 042 COMPENSATION AND DEATH LIABILITY INSURANCE

The Contractor shall maintain during the life of this contract Workmen's Compensation Insurance as prescribed by the laws of the State of Oklahoma and Employer's Liability Insurance in an amount not less than twenty-five thousand (\$25,000) dollars for all his employees employed at the site of the project, and in case any work is sublet the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. In the event any class of employees engaged in hazardous work performed under this contract at the site of the project is not protected under this insurance heretofore mentioned, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected.

SECTION 043 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) The Contractor and/or subcontractor shall maintain during the life of this contract such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as from claims from property damages, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Bodily Injury Liability in the amount not less than \$500,000 for injuries including accidental death, to any one person, and subject to the same limit for each person, in amount not less than \$500,000 for one accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(b) The Contractor shall provide Owner's Protective Liability Insurance, with this City as the named insured and the architects/engineers as additional insured, to protect the City and architects/engineers against claims arising out of operation

of Contractors and other independent contractors, as well as omissions of supervisory acts of the City and architects/engineers in connection with the performance of the contract covered by these specifications in the following minimum amounts:

Bodily Injury Liability in the amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in an amount not less than \$500,000 for an accident.

Property Damage Liability - Limits shall be carried in the amounts of not less than \$200,000 for any one accident and an aggregate limit of \$200,000.

(c) The policies of insurance shall be executed by an insurance of indemnity carrier authorized to do business in the State of Oklahoma.

(d) Before awarding a contract the City will be furnished a binder or certificate of insurance showing the coverage to be in effect.

SECTION 044 PROOF AND CARRIAGE OF INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required.

PROSECUTION AND PROGRESS

SECTION 045 PROSECUTION OF WORK

The sequence of all construction operations shall at all times be as directed by or approved by the Engineer. Should the Contractor discontinue the prosecution of the work for any reason, he shall notify the Engineer at least twenty-four (24) hours in advance of resuming operations.

SECTION 046 LIMITATIONS OF OPERATIONS

The Contractor shall conduct his work so as to create a minimum amount of inconvenience to the public. At any time when in the judgment of the Engineer the Contractor has obstructed or closed or is carrying on operations on a greater portion of the street or public way than is necessary for the proper execution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before work is started on any additional section.

SECTION 047 CHARACTER OF WORKMEN AND EQUIPMENT

The Contractor shall employ such superintendents, foremen and workmen as are careful and competent and the Engineer may demand the dismissal of any person or persons employed by the Contractor, in, about or on the work who shall misconduct himself or be incompetent or negligent in the proper performance of his or their duties or neglect or refuse to comply with the directions of the Engineer, and such person or persons shall not be employed again thereon without the written consent of the Engineer. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Engineer then the Engineer may withhold all estimates that are or may become due or may suspend the work until such orders are complied with.

All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special work or skilled work or in any trade shall have sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications. Otherwise, the Engineer may take action as above prescribed.

The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner. All equipment, tools and machinery used for handling materials and executing any part of the work shall be subject to the approval of the Engineer and shall be maintained in a satisfactory work condition. Equipment on any portion of the work shall be such that no injury to the work or adjacent property will result from its use.

SECTION 048 DAY'S WORK: WORKING HOURS

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a special order or permit is given by the Engineer so to do.

SECTION 049 TEMPORARY SUSPENSIONS

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of

the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed, and shall provide suitable drainage about the work and erect temporary structures where necessary. The Contractor shall not suspend work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

SECTION 050 MAINTENANCE BOND

A good and sufficient Maintenance Bond in an amount specified within these contract documents, of the total amount of the contract, guaranteeing the maintenance in good condition of such improvements for the period specified and after the time of the completion and acceptance by the City of said improvements, and as required in the contract documents elsewhere, thereafter, for a total maintenance period provision.

SECTION 051 GENERAL

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the City. All bonds shall be made on forms furnished by the City and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. The Contractor and the Surety shall execute each bond.

SUPPLEMENTAL GENERAL CONDITIONS

Section 001 OMISSIONS:

A. In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or materials required for satisfactory installation and operation of all equipment, the contractor shall provide these items as directed by the architect/engineer at his own expense. The contractor will be assumed to be an experienced and qualified contractor in this type of work, and to have studied the purpose and operations of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.

B. In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the standard current specification or requirements of the AWWA, ASTM, ASME, ASEE, NBFU or NEC shall apply. Should the above specification not apply, then the work done, equipment or material furnished, shall be as directed by the architect/engineer.

Section 002 - MAINTENANCE BOND

A maintenance bond in the amount specified within these contract documents shall be furnished, along with the contract, for approval of the owner. A Statutory Bond and Performance Bond shall be in the amount of 100% of the contract price and submitted along with the contract, for approval of the owner

Section 003

Engineer: Where engineer is used, it shall mean the City Engineer.

Section 004

The Attached Non-Collusion Affidavit and Business Relationships Affidavit shall be completed and submitted with the bid.

Section 005

The attached Claim or Invoice Affidavit shall be completed and submitted with each claim or invoice submitted for payment.

Section 006

Bidder understands that the Owner reserves the right to reject any or all bids.

Section 007 Telegraphic Modification

Any bidder may modify his bid by telegraphic communications at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

Section 008 Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Section 009 Bid Security

Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 60 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

Section 010 Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure of refusal, the security deposit with his bid.

Section 011 Time of Completion and Liquidated Damages

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work order within the time specified in the agreement. It is expressly understood and agreed that the said time for the completion of the work described herein is a reasonable time for the completion of the same. The Contractor may be required to furnish the Engineer with a tentative schedule, in a format acceptable to the Engineer, setting forth in detail the procedure he proposes to follow, and giving dates on which he expects to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the time period stated in the "Agreement", or extension thereof made as herein provided.

If the Contractor shall fail to complete the work within the time specified, then the Contractor agrees to pay to the City, not as a penalty, but as liquidated damages for such breach of contract, the sum of one thousand dollars (\$1,000.00) for each and every calendar day of failure to complete the work after the specified time set forth in the "Agreement". The said dollar amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain. In the event the Contractor does not maintain the work schedule accepted by the Engineer, a sum equal to the liquidated damages for the number of days the Contractor is behind schedule shall be retained by the City out of the partial payment requests (payment estimates) due the Contractor to complete the work or any part thereof in the time provided herein. The amount of the damages finally determined to be due the City, may be withheld from any sums determined to be due the Contractor hereunder, or otherwise, as provided by the contract and specifications.

Section 012 Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and employment of labor there on. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor

necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying his work, must employ such methods or means as will not to cause any interruption of or interference with the work of any other contractor.

Section 013 Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to: [Seth Barkhimer, P.E., City Engineer City Hall, P.O. Box 1448, Shawnee, Oklahoma 74802-1448](#), and to be given consideration must be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

Section 014 Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specifications that deal with the following:

TECHNICAL SPECIFICATIONS

DIVISION III

CHANGE ORDER

ORDER NO. _____

DATE: _____
AGREEMENT DATE: _____

NAME OF PROJECT: _____

CONTRACT NO.: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

SEE ATTACHED CHANGE ORDER REQUEST

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE Due to this CHANGE ORDER will be (increased)
(decreased) by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date).

Approvals Required:

To be effective this Order must be approved:

Requested by: _____

Recommended by: _____

Ordered by:_____

Accepted by:_____

CONTRACTOR

(Signed)

OWNER

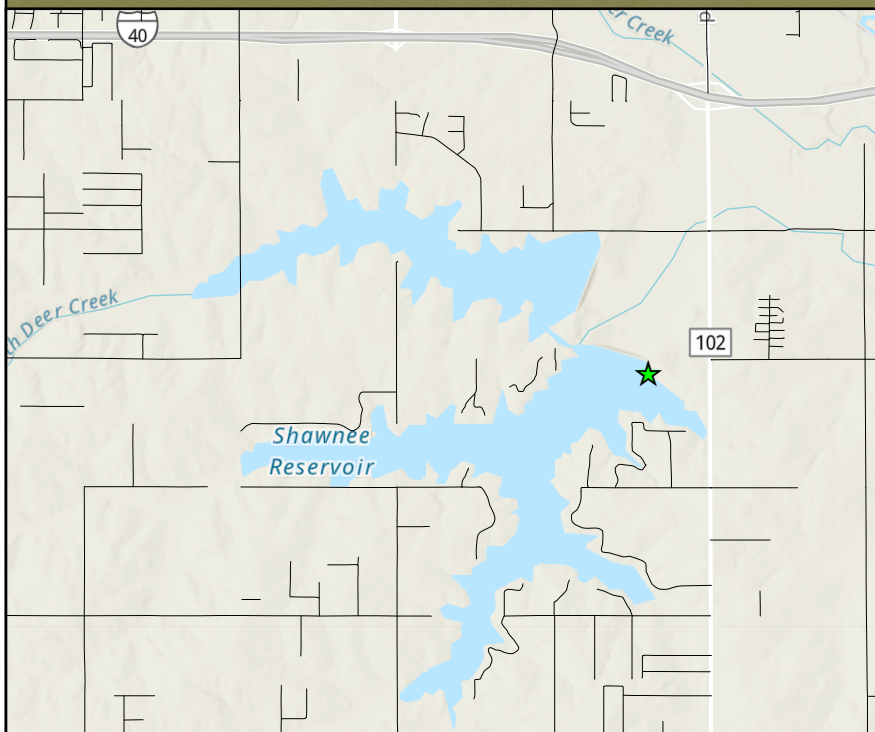
City Manager

City Engineer

TECHNICAL SPECIFICATIONS

1. Scope of Work: It is the intent of this bid to secure, on a competitive basis, a source of (2) Two slip Boat Docks as described below. These dimensions should be considered minimum specifications.
2. Specifications:
Meeco Sullivan – The Marina Company two (2) 12'x30' covered Slips with two (2) 4'x60' ADA Gangways, or approved equal.
 - a. Dock Frame – 12" Deep galvanized steel frame with main structural side chords and ends fabricated from 2"x2"x1/4" angle. All other angle to be 1 1/2"x1 1/2" x 3/16".
 - b. Flotation – Polyethylene encased floats with polystyrene flotation molded inside. Shell thickness shall be nominal 0.150 inches.
 - c. Decking - Grey 2'x6" composite decking with single row 2'x6" composite side wood perimeter.
 - d. Underwater Truss – Three sided underwater truss connecting the end of each finger. The truss is manufactured with All other angle to be 1 1/2"x1 1/2" x 3/16". And the underwater columns are 2"x2"x1/4" minimum angle size.
 - e. All connections to be double nutted with 1/2" diameter grade 5 galvanized bolts.
 - f. All steel components to be hot-dip galvanized.
 - g. Telescope Anchorage – Designed for maximum water depth of 32'-0"
 - h. Bumpers – Black \$5001 vinyl bumper interior perimeter of slips & both end of dock (none on long sides of dock.) Black 3' column bumpers (6 per slip)
 - i. Cleats – 10" Aluminum "S" Cleats (4 per finger)
 - j. Liveload
 - i. Deck Flotation – 30 PSF (Open Docks)
 - ii. Roof Flotation – 5 PSF
 - iii. Roof Structural Load – 10 PSF
 - k. Desired deadload freeboard – 22" ~ 24"
 - l. Colors –
 - i. Roof – White
 - ii. Trim – White
 - iii. Columns – Galvanized
 - iv. Purlins – Galvanized
 - m. Bridge / Gangway
 - i. (2) 4'x60' ADA Gangways with composite decking. Pin connection to slips, adjacent gangways and Rollers and treadplate on Shore.
 - ii. All bridges shall be designed with 42" high rails. All steel material will be galvanized.
 - iii. Include 6'x8" gangway landing with security gate
 - iv. Include 5' wide treadplate connection to existing asphalt path.
 - n. Gangway Concrete landing – ADA compliant path shall extend to existing asphalt path.

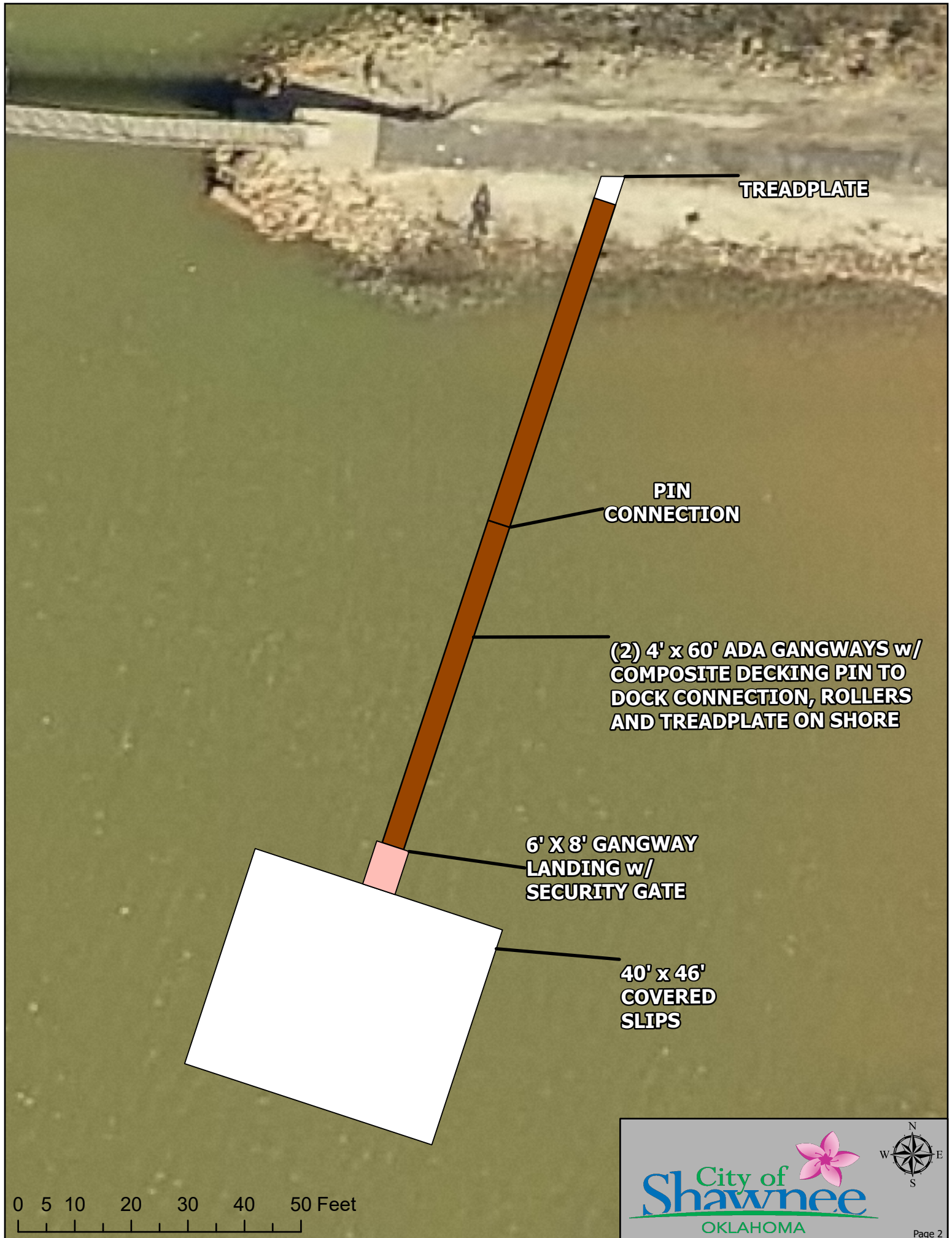
- o. Bidder agrees to repair or replace dock systems that fail in materials or workmanship within the specified warranty period. Warranty period shall be a minimum of (2) two years against defect in material and workmanship.



Police Department Boat Ramp At Shawnee Twin Lakes

0 100 200 400 600 Feet





TREADPLATE

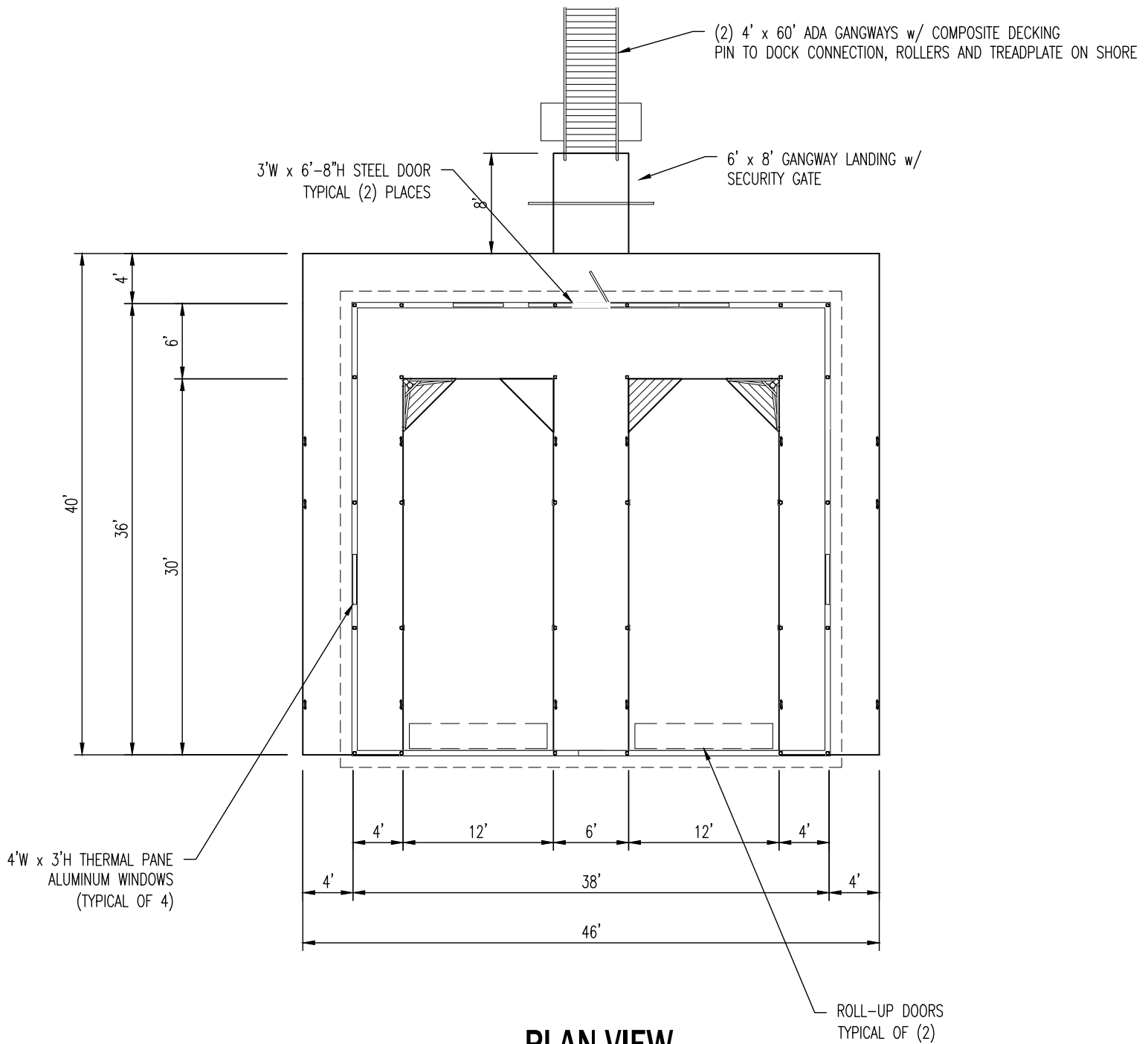
**PIN
CONNECTION**

**(2) 4' x 60' ADA GANGWAYS w/
COMPOSITE DECKING PIN TO
DOCK CONNECTION, ROLLERS
AND TREADPLATE ON SHORE**

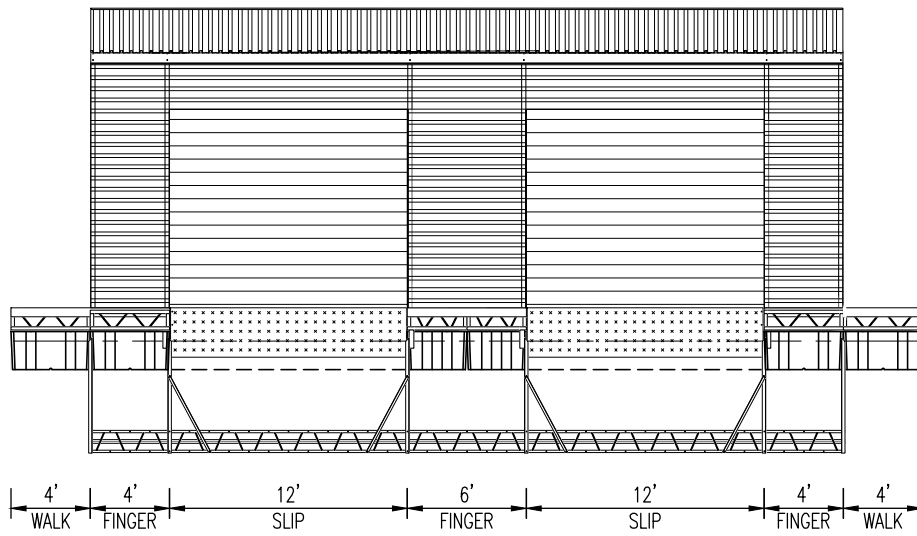
**6' X 8' GANGWAY
LANDING w/
SECURITY GATE**

**40' x 46'
COVERED
SLIPS**

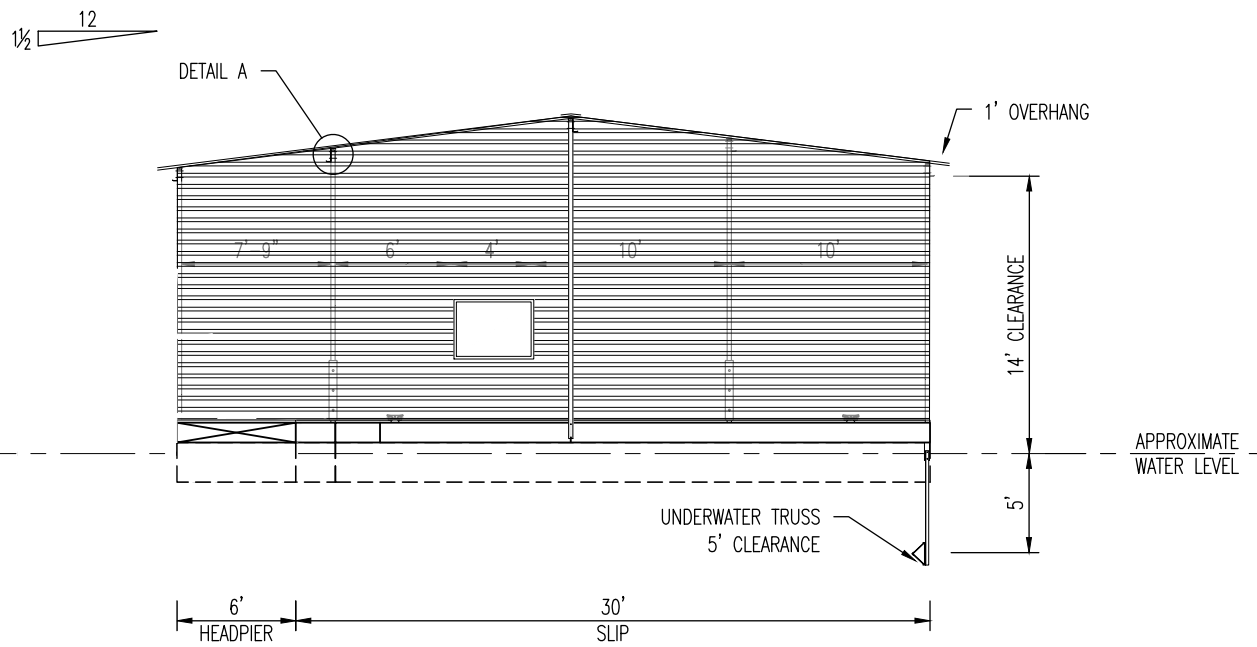
0 5 10 20 30 40 50 Feet



PLAN VIEW
ENFORCEMENT DOCK w/
(2) 12' x 30' COVERED SLIPS
(2) 4' x 60' ADA GANGWAYS



FRONT VIEW



SIDE VIEW

Plan Holder's List			
CITY OF SHAWNEE - PD Boat Dock			
	Name of Company	Contact Info (Phone and Email)	Representative Name
1	Dave Haynie LLC PO Box 178 Mcloud, OK 74851	405.834.5888 davhaynie@aol.com	Dave Haynie
2	Goldner Marine Group 511 Industrial Road A, Grove, OK 74344	417.389.1920 sales@goldnerdock.com	Sara Sales
3	William's Dock Works LLC 4228 East 60th Street North, Fort Gibson, OK 74434	918.351.3174 willsdockworks@hotmail.com	William Downs
4			
5			



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

Date: July 15, 2024
To: City Commission
From: Courtney Conrad, Assistant Finance Director
Subject: July 2024 Sales and Use Tax Deposit

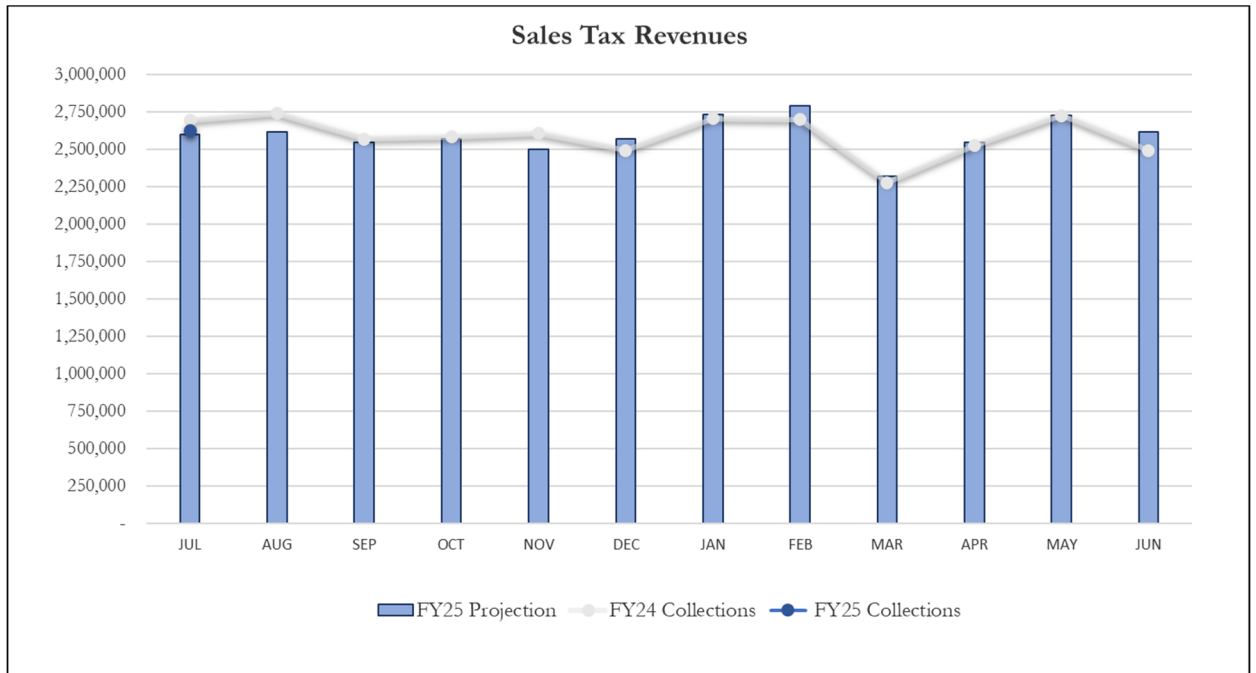
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 June consists of May estimates and April final reported collections. Any taxes collected for months prior to April will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The July sales tax deposit was \$2,626,698.47 including interest of \$3,773.12, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,313,349.24
2018 Capital Improvements Fund	328,337.31
Capital Improvements Fund	254,461.41
Street Improvements Fund	287,295.15
Economic Development Fund	32,833.73
Police Sales Tax Fund	41,042.16
Fire Sales Tax Fund	41,042.16
2023 Capital Improvements Fund	328,337.31
Total Sales Taxes Collected	<u><u>\$ 2,626,698.47</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,948,796.47 for July 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 \$27,292 or 1.05%, over the projected budget year-to-date, across 8 funds. Use tax collections are down \$49,206 or 13.25%, below the projected budget year-to-date.

○ Fiscal Year 2025 Sales Tax Collections and Performance:

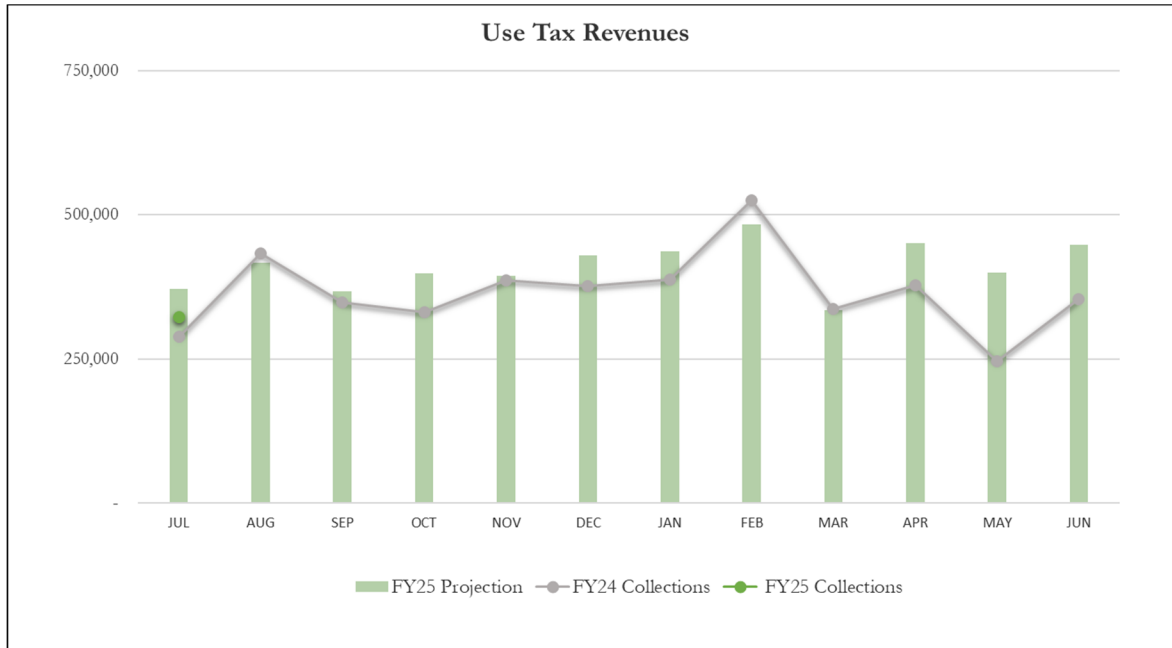


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - July 2024	\$ 2,599,406	\$ 2,626,698	\$ 27,292	1.05%
Sales Tax Receipts (year-to-date):	\$ 2,599,406	\$ 2,626,698	\$ 27,292	1.05%

	July 2023	July 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,693,149	\$ 2,626,698	\$ (66,450)	-2.47%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,693,149	\$ 2,626,698	\$ (66,450)	-2.47%

○ Fiscal Year 2025 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - July 2024	\$ 371,304	\$ 322,098	\$ (49,206)	-13.25%
Sales Tax Receipts (year-to-date):	\$ 371,304	\$ 322,098	\$ (49,206)	-13.25%

	July 2023	July 2024	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 288,090	\$ 322,098	\$ 34,008	11.80%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 288,090	\$ 322,098	\$ 34,008	11.80%

○ Fiscal Year 2025 – General Fund Sales & Use Tax – Above Projections:

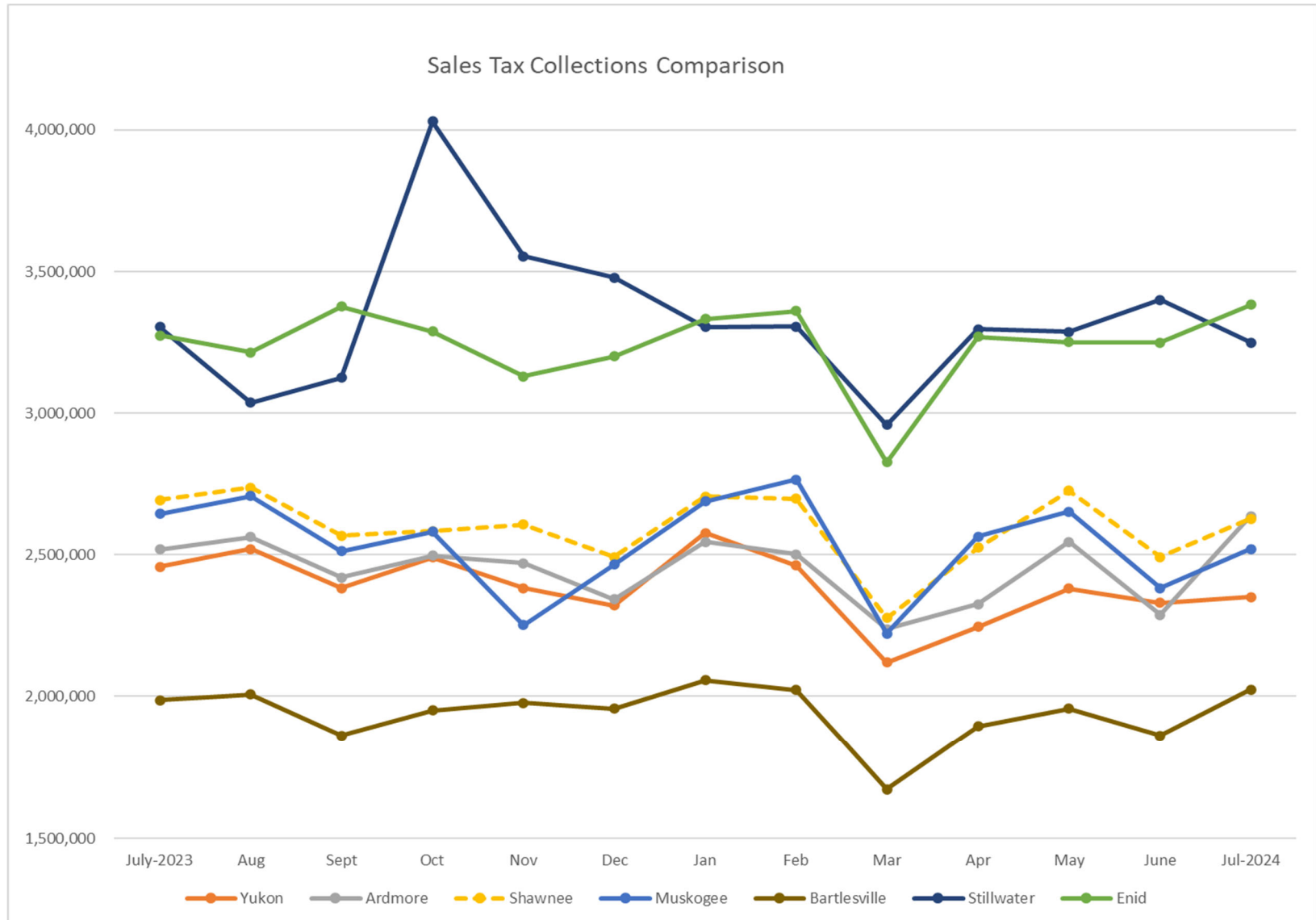
General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$ 13,646
Use Tax Above/(Below) Projections:	\$ (49,206)

Appropriated:

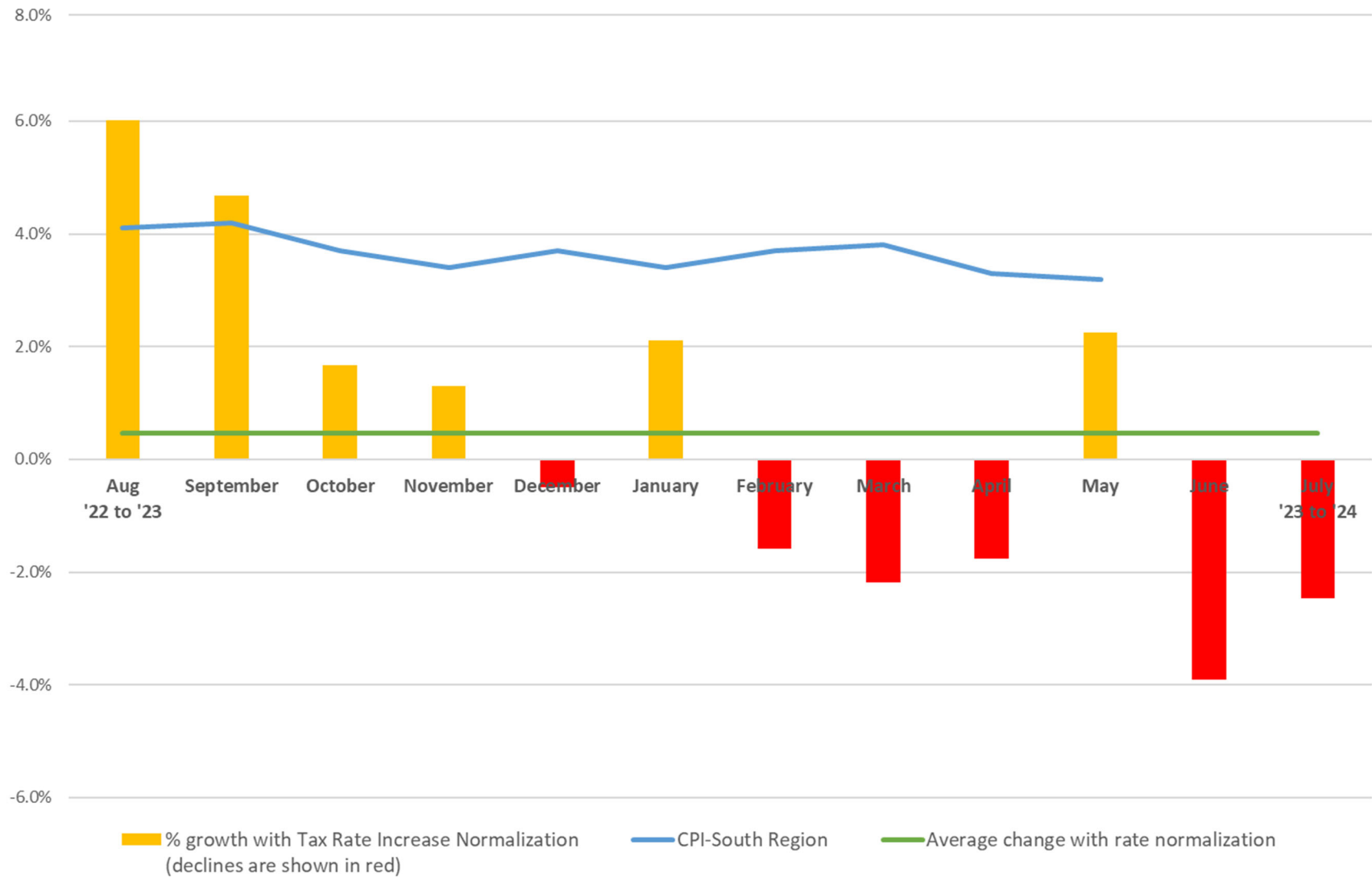
Total Appropriated \$ -

Total Unappropriated: \$ (35,560)



	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



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.

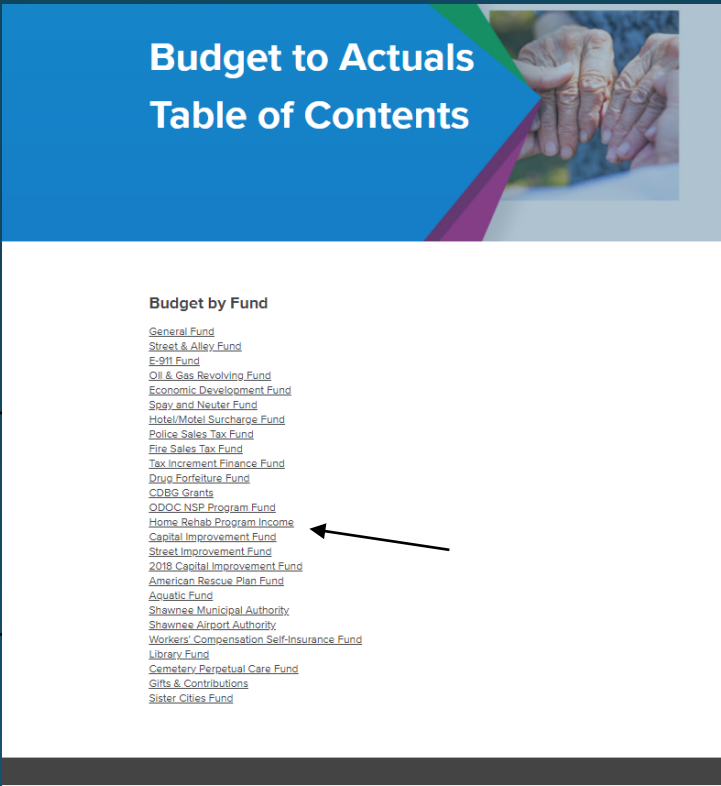
Please Note: *OpenGov works best with Google Chrome.*

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.

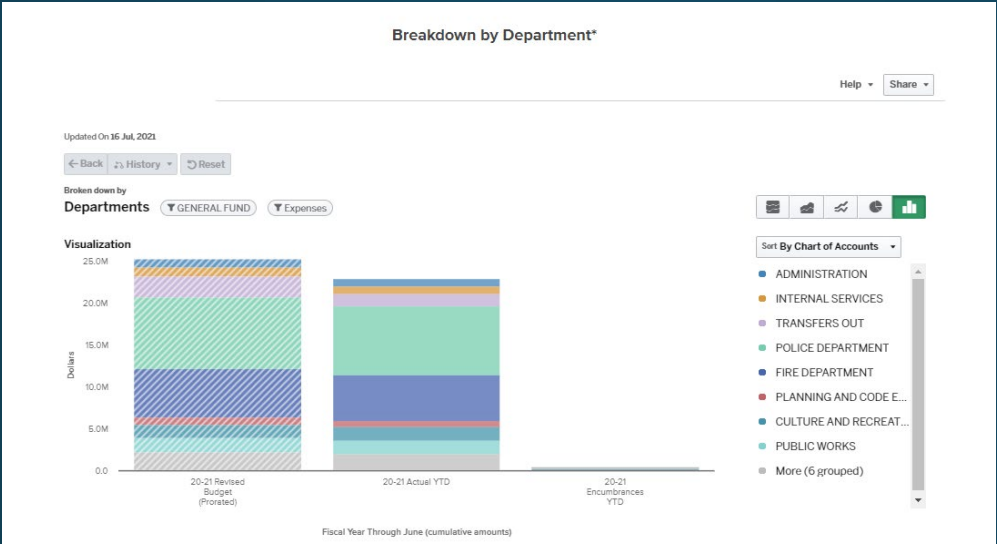


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

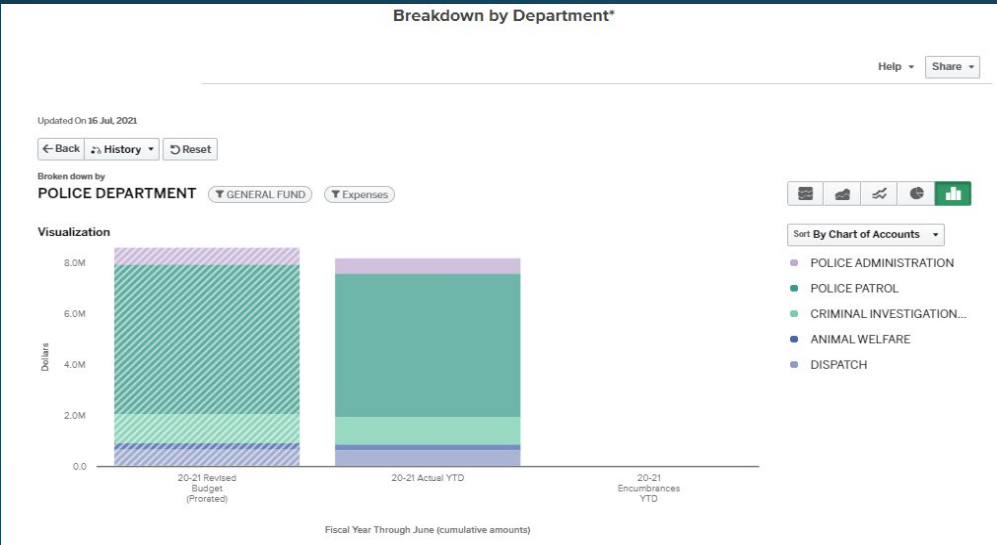
Drill-Down Capabilities

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.

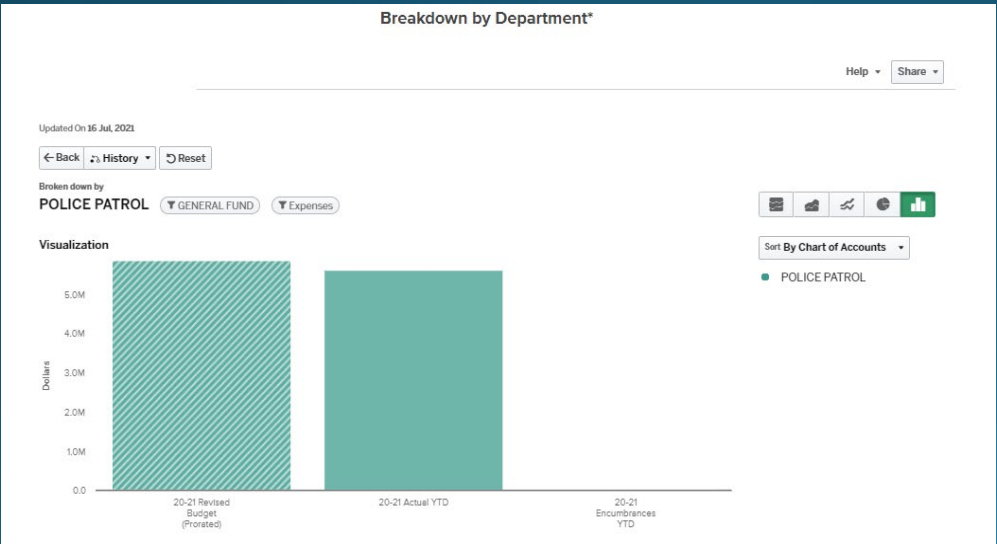
Initial View



Department Level

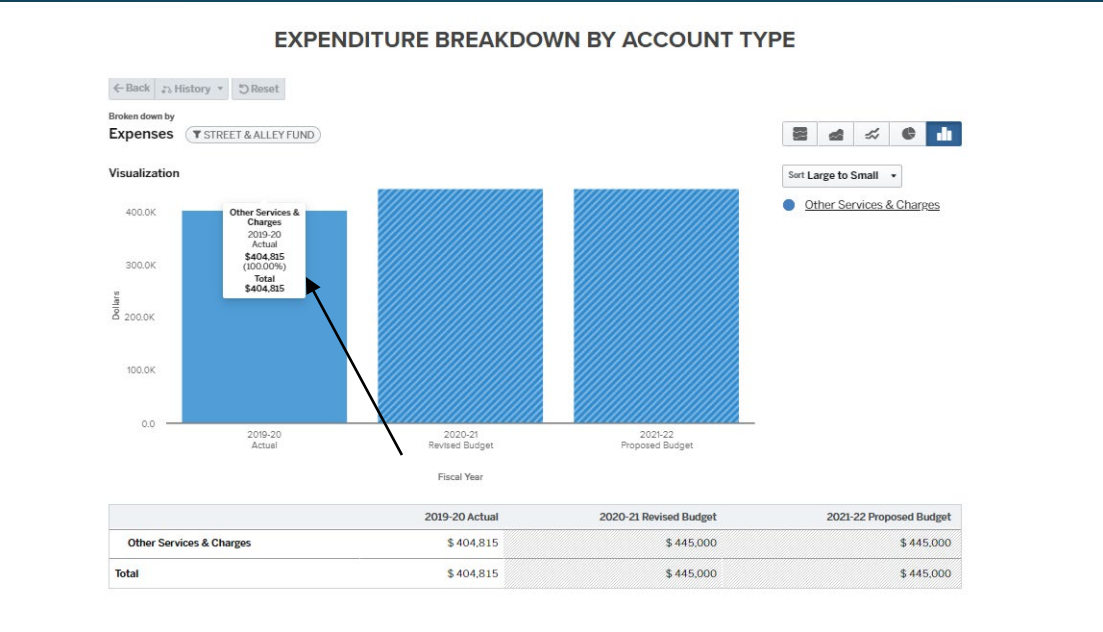


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

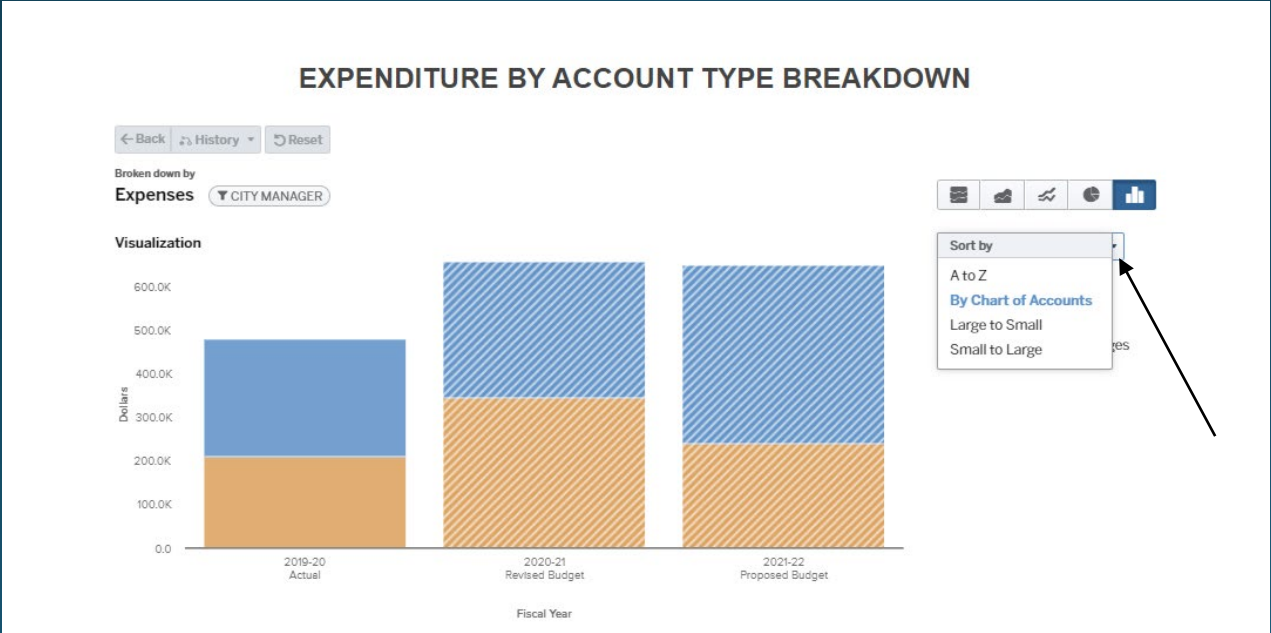


Sorting

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

July 15, 2024

Courtney Conrad, Assistant Finance Director



2018 Sales Tax Election

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

Investment Updates

\$20.1 million in Sales Tax Collections

- Through July 2024 collections

\$22.1 million invested in Community Projects

- Through June 2024
- \$8.7 million spent in FY23
- \$3.8 million spent in FY24

Investment Updates – 4th Qtr. FY24

\$926 k	Santa Fe Depot Roof
\$437 k	Senior Center Roof
\$153 k	Fire Station #3 Remodel
\$91 k	Expo Enhancements

Public Safety	Original Allocation	New Allocation	Expensed to date	Status
Police Department Headquarters	\$3,200,000	\$4,339,268	\$4,339,268	Complete
Police Patrol Vehicles	\$1,250,000	\$1,098,727	\$1,098,727	Complete
Fire Station #1 & #3	\$1,750,000	\$1,939,303	\$180,169	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	\$8,533,372	\$6,774,239	

Streets and Roads	Original Allocation	New Allocation	Expensed to date	Status
45th Street widening	\$3,500,000	\$4,533,372	\$512,924	ROW Acquisition
Pavement Overlays & Panel Replacements	\$4,000,000	\$4,000,000	\$920,886	Pressure Pave project underway
Total Streets & Roads	\$7,500,000	\$8,533,372	\$1,431,648	

Parks & Public Facilities	Original Allocation	New allocation	Expensed to date	Status
Implement Parks Master Plan	\$7,000,000	\$8,437,049	\$8,405,932	Complete
EXPO Enhancement & Remodel	\$3,500,000	\$3,500,000	\$1,696,723	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	\$989,467	Roof project underway
Library	\$1,000,000	\$401,382	\$238,299	Remodel underway
Senior Center	\$1,000,000	\$1,300,000	\$592,211	Essentially Complete
Community Center	\$350,000	\$213,000	\$212,971	Complete
Total Facilities	\$15,000,000	\$17,066,745	\$13,887,917	

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





City of Shawnee Continuum of Care Update

July 15, 2024

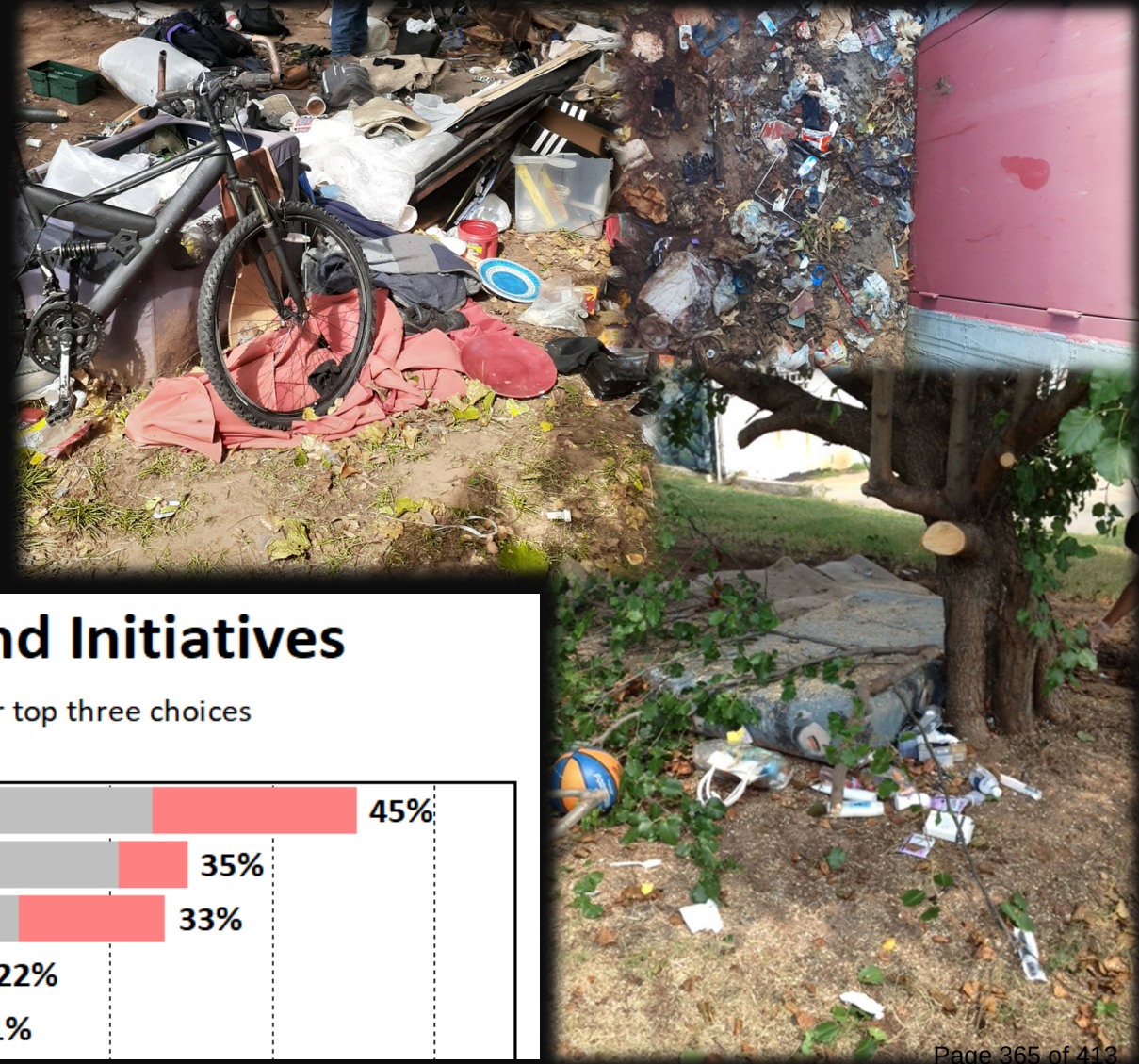
Rian Harkins

Community Development Director

A photograph in the background shows a person's feet wearing flip-flops standing on a patterned rug. Next to them is a piece of cardboard with the words "ONCE I WAS LIKE YOU" written in large, hand-drawn letters. The scene is dimly lit, with the cardboard and rug being the primary light sources.

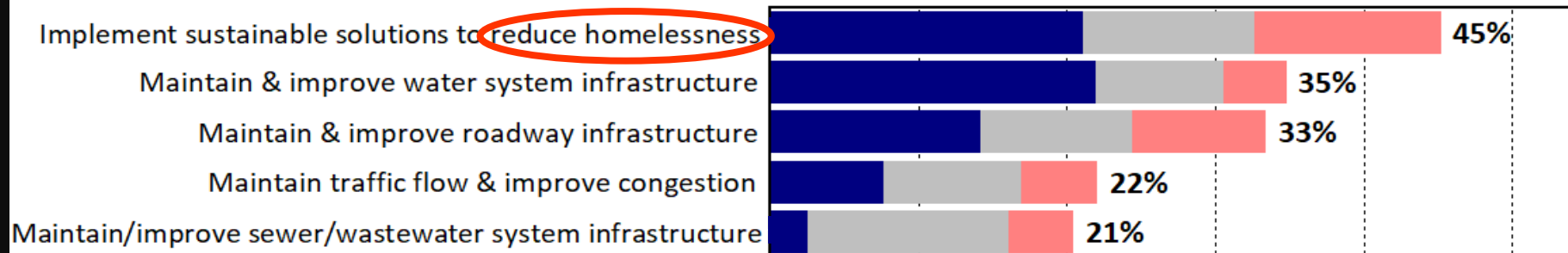
ONCE
I WAS
LIKE YOU

Homelessness – Important to All of Us ...



Q39. Most Important City Projects and Initiatives

by percentage of respondents who selected the item as one of their top three choices



Homeless Program – Current Activity

Care Coordination

- **Employment**
 - Removing barriers
 - Working with employers
- **Housing**
 - Removing barriers to housing
 - Working with landlords
 - Innovative solutions

Recidivism

- Decreasing incarceration cycle

Personal Storage

- Secure storage of personal belongings
- Less stuff carried & in the community

Homeless Program – Continuum of Care (CoC) (Homeless Roundtable)

Finalized the Continuum of Care Application – August 2023

- Community Plan for Homelessness
- Evidence-based method
- Conduit for State and Federal grant funds
- Conduit for case management and services



Where are we now?

- Non-Profit partner working to be the Roundtable/CoC lead
- A non-profit of non-profit groups and individuals
- Homeless Resource Center operated by Shawnee Rescue Mission
- Initial response from U.S. Department of Housing & Urban Development was delayed but ultimately approved

Immediate Next Steps

Finalization of CoC funding documents

- Upcoming Agenda Item (August 2024)
- Initial funding for rent/utility assistance

Formal organization of the Continuum of Care

Assisting various CoC members with capacity building

City Commission Questions & Answers



City of Shawnee

Unified Development Code –
Public Review Draft

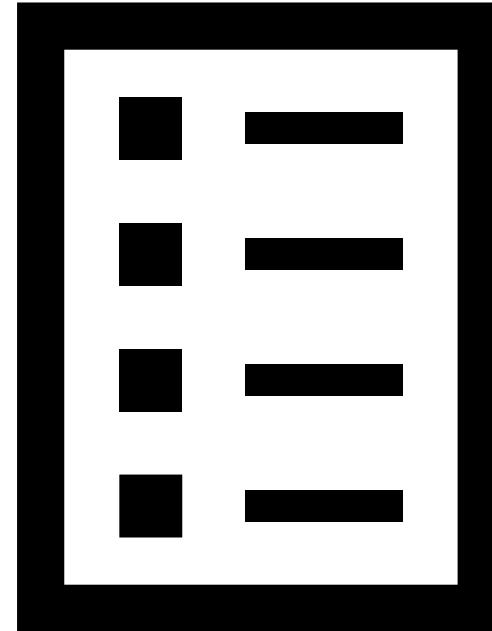
City Commission

July 15, 2024



Agenda

1. Project Process Overview
2. Code Update Foundation
3. UDC Organization
4. Major Changes by Article
5. What We've Heard
6. Next Steps
7. Discussion & Questions



Project Process Overview

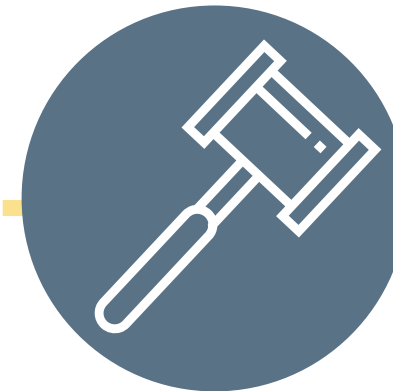
Phase 1:
Code Diagnostic



Phase 2:
Draft Code Development



Phase 3:
Code Refinement &
Adoption



Code Update Foundation

Comprehensive Plan Vision and Implementation



Purpose



To increase the amount and affordability of **housing** in the city



To promote **economic vitality**



To improve **connectivity** across the city for cars, bikes, and pedestrians



To provide **clarity** for both property owners and developers

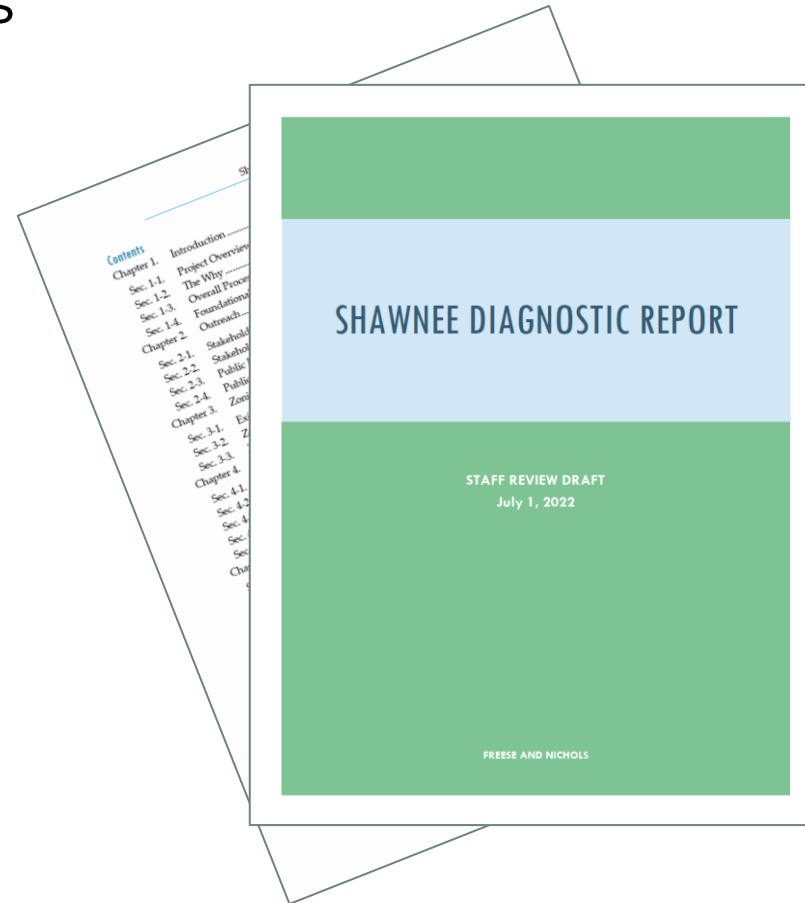


To create ways that **manage resources** better, including taxpayer dollars

Diagnostic Report Review

Report Contents, Major Sections

- Introduction (page 3)
- Outreach (page 7)
- Zoning Types (page 17)
- General Overview (page 22)
- Analysis by Topic (page 30)
- Analysis by Public Meeting Review (62)
- Conclusion (65)
- Appendices (66)



UDC Organization

Article	Title
I	General Provisions
II	Zoning Districts
III	Uses
IV	Development Standards
V	Subdivision Regulations
VI	Procedures
VII	Nonconformities
VIII	Enforcement
IX	Approval Authorities
X	Definitions



Article I – General Provisions

- Establishes the new UDC
- References compliance with State Law and the Comprehensive Plan
- Effective date and repeal of existing ordinance establishment
- Severability clause
- Relationship to other regulations provided

Article	Section	
I	Sec. 22-1	Title
	Sec. 22-2	Purpose
	Sec. 22-3	Authority
	Sec. 22-4	Applicability
	Sec. 22-5	Consistency with Comprehensive Plan
	Sec. 22-6	Conflicting Provisions
	Sec. 22-7	Private Restrictions
	Sec. 22-8	Severability
	Sec. 22-9	Repeal of Existing Ordinances
	Sec. 22-10	Effective Date



Article II – Zoning Districts

- Revised zoning districts provided
- Established a Zoning Equivalency table to demonstrate how the existing zoning districts relate to the proposed districts
- Reduced the zoning district total from 14 to 11
- Each district has its own:
 - Purpose statement that aligns with the Comprehensive Plan
 - Internal cross-references to the Use Table and other applicable development standards, dimensions, and special regulations

Article	Section	
II	Sec. 22-11	Generally
	Sec. 22-12	Zoning Districts Established
	Sec. 22-13	Zoning Map
	Sec. 22-14	Transitional Agriculture (TA) District
	Sec. 22-15	Low-Density Residential (R-1) District
	Sec. 22-16	Medium-Density Residential (R-2) District
	Sec. 22-17	High-Density Residential (R-3) District
	Sec. 22-18	Local Commercial (C-1) District
	Sec. 22-19	Regional Commercial (C-2) District
	Sec. 22-20	Mixed Use (MU) District
	Sec. 22-21	Downtown (DT) District
	Sec. 22-22	Twin Lakes (TL) District
	Sec. 22-23	Light Industrial (I-1) District
	Sec. 22-24	Heavy Industrial (I-2) District
	Sec. 22-25	Planned Unit Development (PUD) District



Zoning District Equivalency

- The approach to new Zoning Districts originates from an evaluation of the prominence of the previous districts, as well as an exercise of contemporary best practices
- The consolidated Commercial districts should be easier to administer while also facilitating more flexible and mixed-use development, and allowing newly-drafted development standards to ensure high-quality projects that contribute to the aesthetic character of the City.

District Category	Current Zoning District	Previous Zoning District
Agricultural	TA	A-1
		R-E
Residential	R-1	R-1
	R-2	R-2
	R-3	R-3
Commercial	C-1	C-1
		C-2
	C-2	C-3
		C-5
		CP
Mixed Use	DT	C-4
	MU	
Industrial	I-1	I-1
		I-2
	I-2	I-3
Special	PUD	

District Equivalency Table



Twin Lakes Zoning District

- The Twin Lakes District intends to:
 - Limit commercial development and disruption of wildlife
 - Enhance the recreational activities in Shawnee Twin Lakes for residents, tourists and visitors
 - Implement the Comprehensive Plan and Twin Lakes Master Plan by Dividing the Twin Lakes District into two subdistricts – Residential (R) and Commercial (C)

Twin Lakes (TL) District Dimensional Standards			
Subdistrict →		Residential (R)	Commercial (C)
Lot Requirements			
A	Lot Area (min.)	15,000 square feet	5,000 square feet
B	Lot Width (min.)	60 feet	40 feet
C	Lot Coverage (max.)	25%	40%
Setback Requirements			
D	Front Yard (min.)	25 feet	15 feet
E	Rear Yard (min.)	10 feet	5 feet
F	Side Yard (min.)	5 feet	0 feet
G	Corner Side Yard (min.)	15 feet	10 feet
Building Requirements			
H	Building Height (max.)	35 feet	45 feet
Applicable Development Standards			
Sec. 22-39. Dimensional Regulations		Sec. 22-45. Design Standards	
Sec. 22-40. Parking		Sec. 22-46. Refuse Facilities	
Sec. 22-41. Loading		Sec. 22-47. Signs	
Sec. 22-42. Landscaping		Sec. 22-48. Infill Development Standards	
Sec. 22-43. Screening and Fencing		Sec. 22-49. Performance Standards	
Sec. 22-44. Outdoor Lighting			

TL District Dimensional Standards



Twin Lakes Zoning District

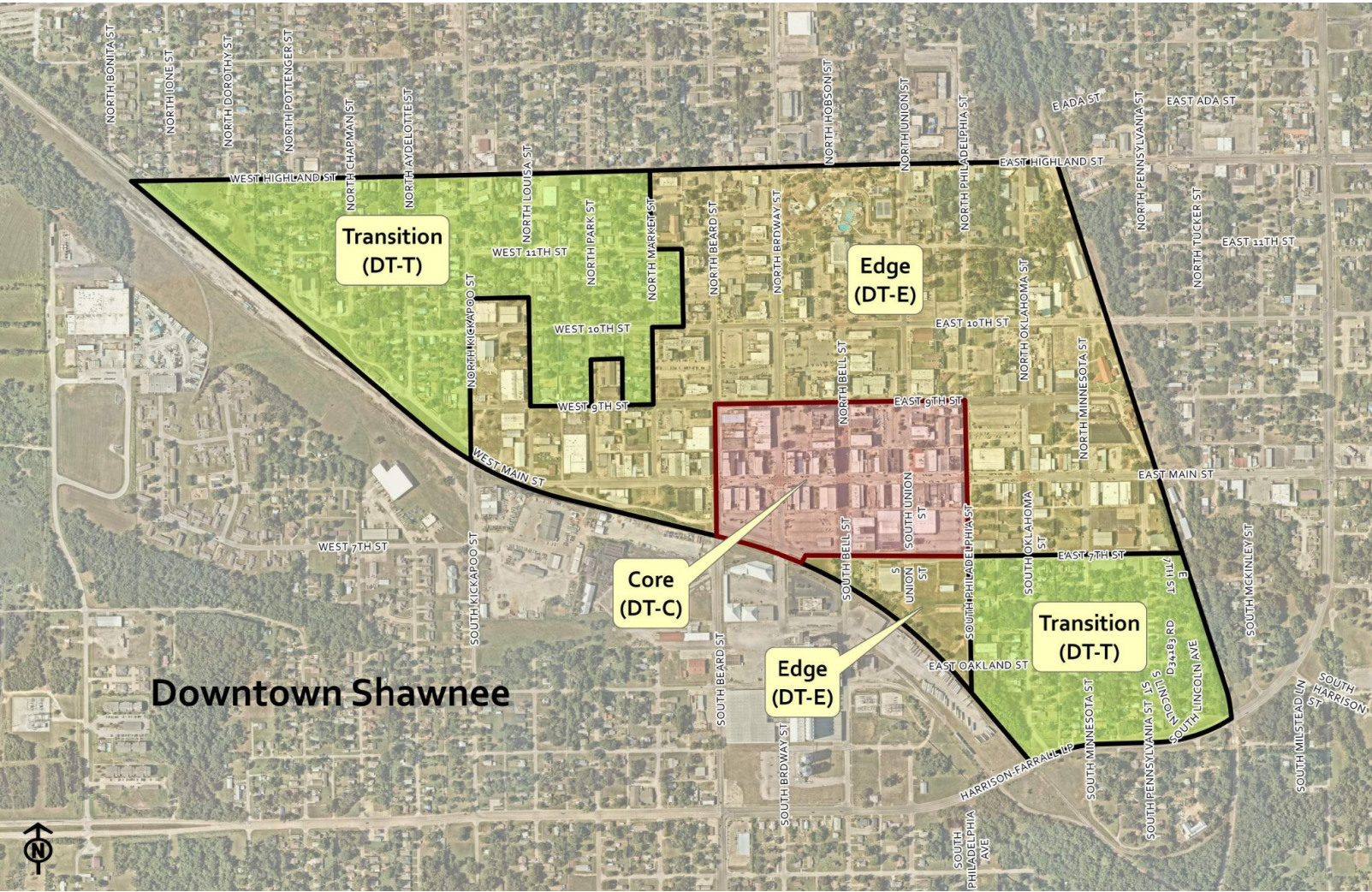
Land Use	Zoning District		Use-Specific Regulations	Parking
	TL			
	R	C		
Residential Uses				
Household Living				
Detached Single-Family Dwelling	P			2/DU
Townhouse	P		Article III.Sec. 22-29. E.	1/DU
Duplex	C			1.5/DU
Triplex				2/DU
Fourplex				2/DU
Courtyard Apartment				1/DU
Bungalow Court				1/DU
Multiplex				1/DU
Manufactured Home	C		Article III.Sec. 22-29. A.	2/DU
Mobile Home				2/DU
Modular Home				2/DU
Tiny Home	C		Article III.Sec. 22-29. D.	1/DU
Multi-Family Dwelling (Apartment)		P	Article III.Sec. 22-29. B.	1.25/1 BRU 1.75/2 BRU 2/3 BRU
Live-Work Unit	C		Article III.Sec. 22-29. C.	1/DU
Mixed-Use Building	C	P	Article III.Sec. 22-29. F.	2.5/1000 sf

TL District Residential Permitted Uses

Land Use	Zoning District		Use-Specific Regulations	Parking
	TL			
	R	C		
Commercial Uses				
Afterlife Service				
Cemetery				4/acre
Funeral Services			Article III.Sec. 22-30. A.	2/1000 sf
Animal Service				
Kennel			Article III.Sec. 22-30. B.	2/1000 sf
Veterinary			Article III.Sec. 22-30. C.	2/1000 sf
Assembly & Entertainment				
Assembly Hall		C		5/1000 sf
Broadcast or Recording Studio				1.5/1000 sf
Commercial Amusement (indoor)		P		4/1000 sf
Commercial Amusement (outdoor)		P	Article III.Sec. 22-30. D.	5/acre
Nightclub			Article III.Sec. 22-30. E.	5/1000 sf

TL District Commercial Permitted Uses (Partial)

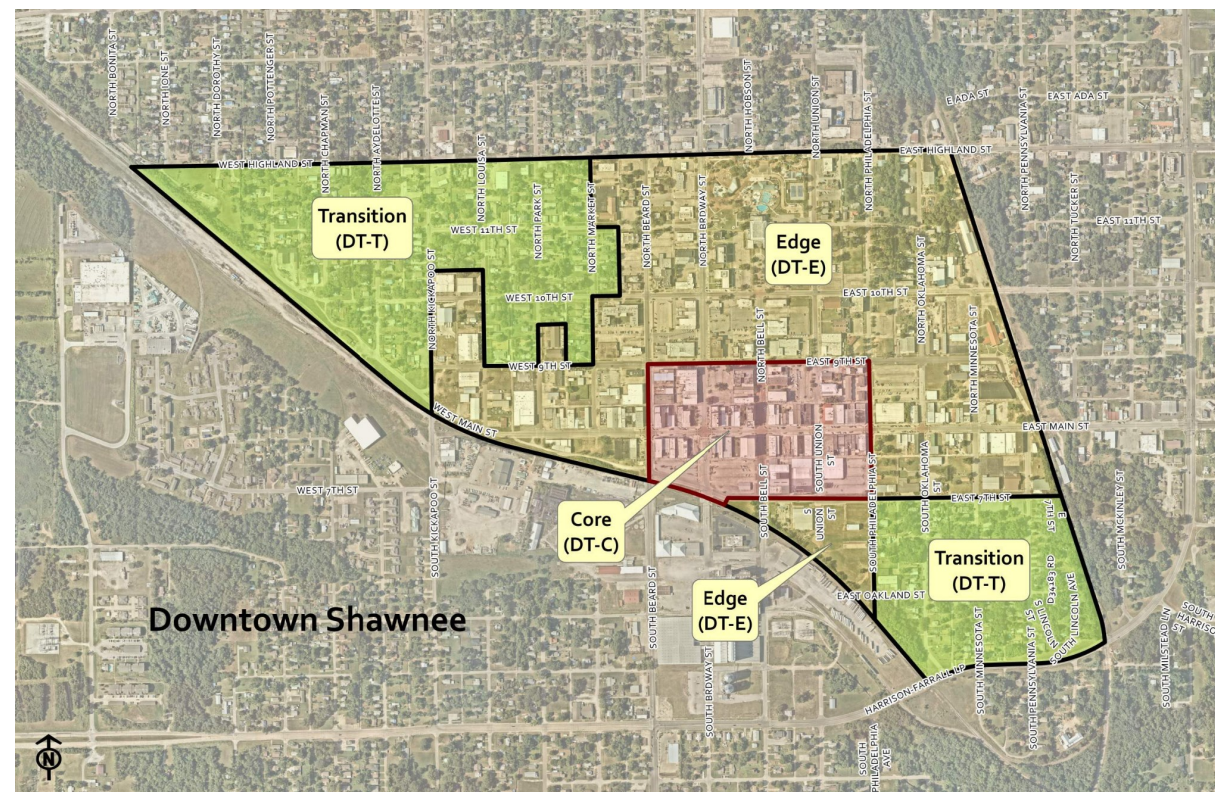
Downtown District and Subareas





Downtown District and Subareas

- Downtown Core
 - Between E 7th and E 9th, from Beard to Philadelphia, this represents the most active, historic, and developed part of Downtown
- Downtown Edge
 - Surrounding Core, this represents developed commercial areas of less density and historical significance, primed for continued investment
- Downtown Transition
 - The far northwest and southeast extents of Downtown, this represents the relatively dense and historic residential neighborhoods which contribute to the Downtown ecosystem



Downtown Subarea Map

Article III – Uses



- Organized into the following sections
- Establishes the Use Table
- Land uses are allowed by zoning district via by-right or specific use permit
- Minimum parking ratios provided in the Use Table
- Provided use-specific regulations for certain land uses to mitigate for any adverse development impacts
- Regulations for accessory and temporary uses are established

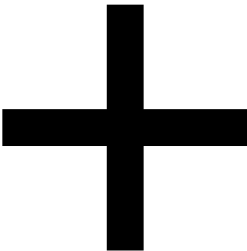
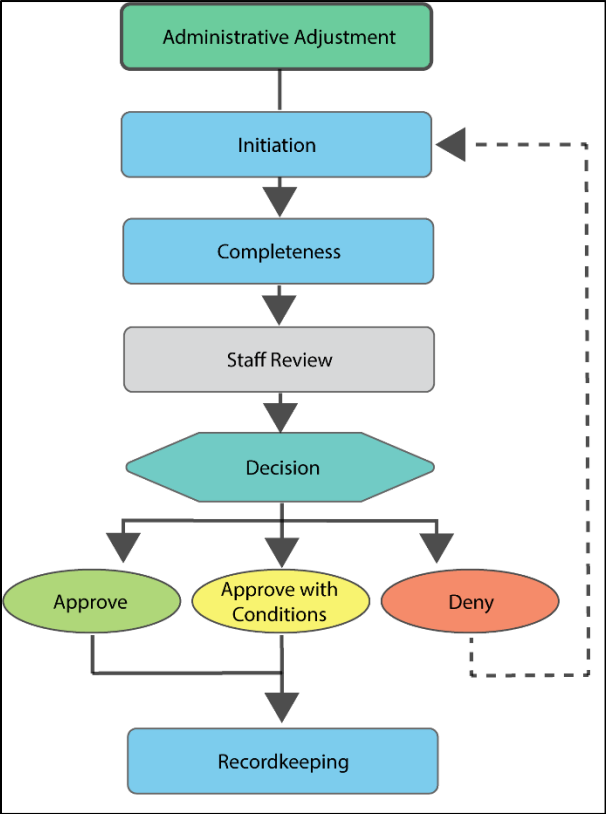
Article	Section	
III	Sec. 22-26	Purpose and Applicability
	Sec. 22-27	Organization
	Sec. 22-28	Use Table
	Sec. 22-29	Residential Use-Specific Regulations
	Sec. 22-30	Commercial Use-Specific Regulations
	Sec. 22-31	Marijuana Use-Specific Regulations
	Sec. 22-32	Industrial Use-Specific Regulations
	Sec. 22-33	Public, Civic, and Institutional Use-Specific Regulations
	Sec. 22-34	Recreation Use-Specific Regulations
	Sec. 22-35	Agricultural Use-Specific Regulations
	Sec. 22-36	Accessory Uses
	Sec. 22-37	Temporary Uses and Structures



Modernized Use Table

Land Use	Zoning District													Use-Specific Regulations	Parking	
	TA	R-1	R-2	R-3	C-1	C-2	MU	DT			I-1	I-2	TL			
								C	E	T			R			C
Residential Uses																
Household Living																
Detached Single-Family Dwelling	P	P	P				P			P			P			2/DU
Townhouse			C	P			P		P	P			P		Article III.Sec. 22-29. E.	1/DU
Duplex		P	P	P			P			P			C			1.5/DU
Triplex			P	P			P			P						2/DU
Fourplex			P	P			P			P						2/DU
Courtyard Apartment			C	P			P			P						1/DU
Bungalow Court			C	P			P			P						1/DU
Multiplex				P			P		P	P						1/DU
Manufactured Home	P	P											C		Article III.Sec. 22-29. A.	2/DU
Mobile Home	C			C												2/DU
Modular Home	P	P	P													2/DU
Tiny Home	C	C		C									C		Article III.Sec. 22-29. D.	1/DU
Multi-Family Dwelling (Apartment)				P			P	P	P					P	Article III.Sec. 22-29. B.	1.25/1 BRU 1.75/2 BRU 2/3 BRU
Live-Work Unit				P			P	P	P				C		Article III.Sec. 22-29. C.	1/DU
Mixed-Use Building				C		C	P	P	P				C	P	Article III.Sec. 22-29. F.	2.5/1000 sf

Reduced Reliance on CUPs



Land Use	Zoning District		Use-Specific Regulations	Parking
	TL			
	R	C		
Commercial Uses				
Afterlife Service				
Cemetery				4/acre
Funeral Services			Article III.Sec. 22-30. A.	2/1000 sf
Animal Service				
Kennel			Article III.Sec. 22-30. B.	2/1000 sf
Veterinary			Article III.Sec. 22-30. C.	2/1000 sf
Assembly & Entertainment				
Assembly Hall		C		5/1000 sf
Broadcast or Recording Studio				1.5/1000 sf
Commercial Amusement (indoor)		P		4/1000 sf
Commercial Amusement (outdoor)		P	Article III.Sec. 22-30. D.	5/acre
Nightclub			Article III.Sec. 22-30. E.	5/1000 sf



Article IV – Development Standards

- Establishes uniform standards for the development and improvement of property to ensure quality development that is consistent with the Comprehensive Plan and zoning district intent
- Each section has its own purpose and applicability statements
- 12 sections provided
 - 11 development standards sections

Article	Section	
IV	Sec. 22-38	General Provisions
	Sec. 22-39	Dimensional Regulations
	Sec. 22-40	Parking
	Sec. 22-41	Loading
	Sec. 22-42	Landscaping
	Sec. 22-43	Screening and Fencing
	Sec. 22-44	Outdoor Lighting
	Sec. 22-45	Design Standards
	Sec. 22-46	Refuse Facilities
	Sec. 22-47	Signs
	Sec. 22-48	Infill Development Standards
	Sec. 22-49	Performance Standards

Right-sized Parking Requirements





Improved Landscaping; Xeriscaping

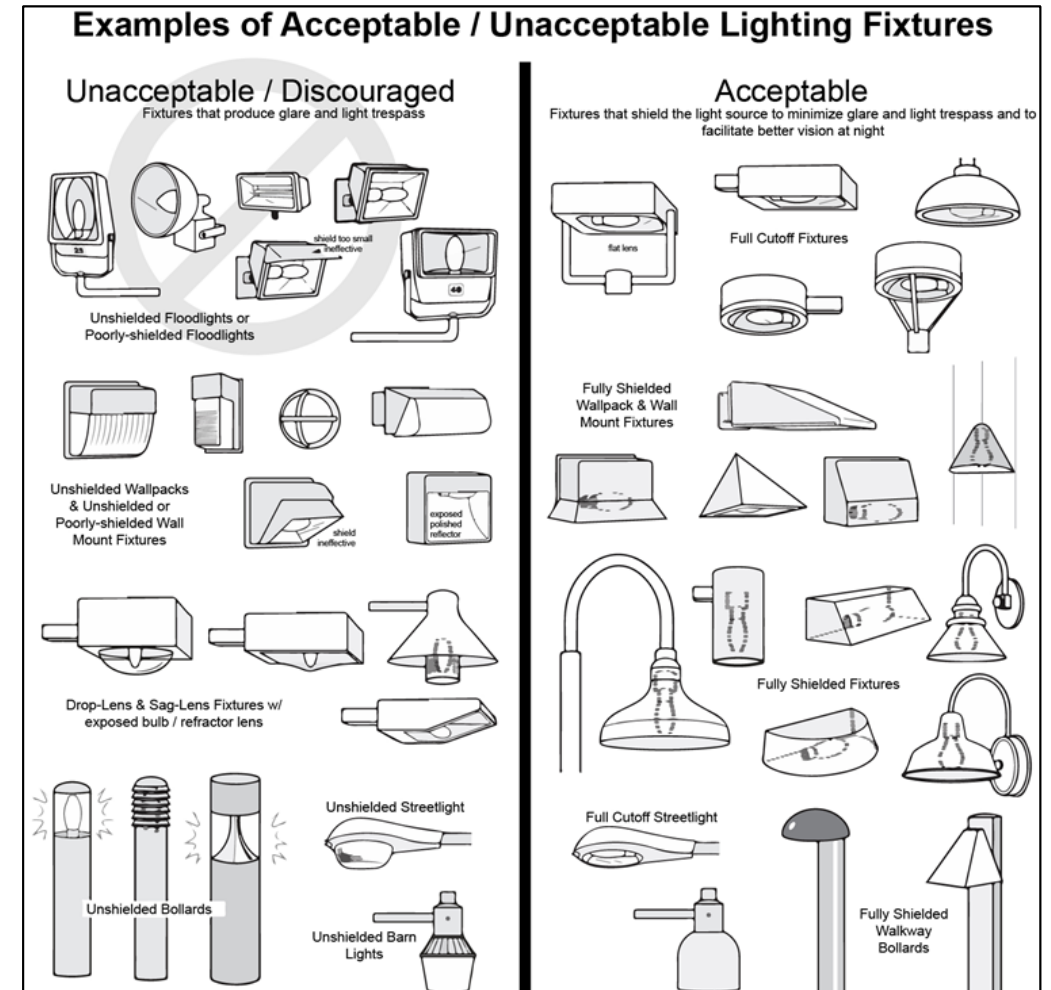
- Reinforces community identity, improves soil erosion and stormwater runoff management, reduces the urban heat island effect
- Establishes standards for planting and groundcovers, maintenance, and the implementation of Low-Impact Development techniques
- Explains and offers standards for xeriscaping



Outdoor Lighting Requirements



- Promotes night-time safety, utility, productivity and enjoyment
- Limits light pollution and light trespass
- Encourages outdoor lighting that is functional and aesthetically coherent with its surroundings



Design Standards

- Establishes standards for the appearance of development and corresponding architectural design and site elements
- Promotes variety, visual interest, and pedestrian-oriented streets in residential development
- Encourages the design of a developed environment that is built to human scale
- Ensures buildings are compatible with the surrounding area and contribute to Shawnee's unique character



Design Standards

- Design elements addressed include:
 - Roof treatments
 - Fenestration
 - Front-entry garages
 - Dwelling repetition
 - Parking and access design
 - Architectural components like arches, oriels, brackets and balconies





Sign Regulation Overhaul

- Includes important improvements to content neutrality
- Regulates the size, illumination, and location of signs to ensure safety, visibility, and aesthetic quality
- Provides methods for measuring sign area and dimensions



Zoning District → Requirement ↓	TA R-1 R-2	R-3	C-1 C-2	MU	DT	I-1 I-2	TL
<i>General</i>							
Allowed?	NR	NR	✓	✓	✓	✓	NR
Permit Required?	✓	✓	✓	✓	✓	✓	✓
Number per Lot (max.)	1	1	1	1	1	1	1
<i>Dimensions</i>							
<i>Sign Area (max. per sign)</i>							
Lots with 0 – 50 ft of Lineal Street Frontage	50 sf	50 sf	50 sf	50 sf	50 sf	50 sf	25 sf
Lots with 51 – 100 ft of Lineal Street Frontage	50 sf	50 sf	100 sf	75 sf	50 sf	100 sf	50 sf
Lots with 101 – 150 ft of Lineal Street Frontage	75 sf	75 sf	150 sf	100 sf	100 sf	150 sf	75 sf
Lots with 151 – 200 ft of Lineal Street Frontage	75 sf	75 sf	200 sf	150 sf	100 sf	200 sf	100 sf
Lots with > 200 ft of Lineal Street Frontage	100 sf	100 sf	400 sf	250 sf	150 sf	400 sf	125 sf
<i>Sign Height (max. per sign)</i>							
Height of the highest point of sign above grade at sign location	8 ft	10 ft	20 ft	20 ft	12 ft	20 ft	8 ft
Height of the highest point of sign if adjacent to an elevated roadway (measured from the grade of the elevated roadway)	16 ft	20 ft	40 ft	40 ft	24 ft	40 ft	16 ft
<i>Distance</i>							
From Front Property Line	5 ft	5 ft	5 ft	5 ft	5 ft	10 ft	5 ft
From Adjacent Property Lines	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
From Another Ground Sign	50 ft	50 ft	100 ft	100 ft	50 ft	100 ft	50 ft
<i>Features</i>							
Electronic Message Center	✗	✗	✓	✓	✓	✓	NR
Changeable Copy	NR	NR	✓	✓	✓	✓	NR
Internal Illumination	NR	NR	✓	✓	✓	✓	NR
External Illumination	NR	NR	✓	✓	✓	✓	NR
Halo Illumination	✗	✗	✓	✓	✓	✓	NR



Infill Development

Infill Development Standards

- Expanding on existing infill development regulations
- Infill applicable anywhere in the city
- Establishes compatibility requirements for new infill builds
- Works effectively with the recently adopted Infill Housing Palette



Article V – Subdivision Regulations



- Completely revamped regulations
- New standards provided to reflect best practices
- Expanded street typology
- Increased street improvements (sidewalks, traffic calming, lighting, etc.)
- Design standards supplemented by the Engineering Design Manual
- Clarified easement specifications
- New subdivision types provided
- Established parkland requirements

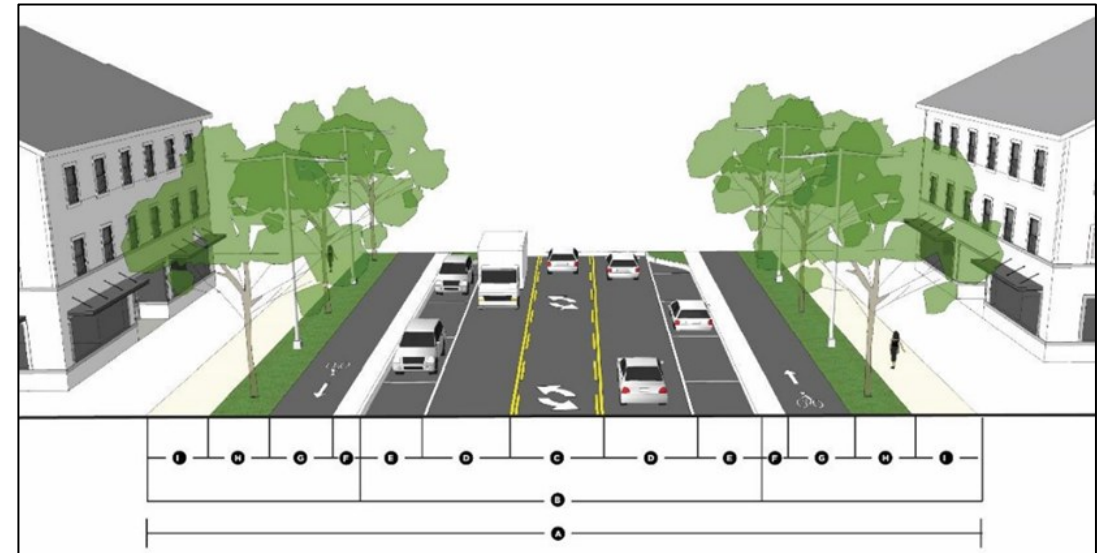
Article	Section	
V	Sec. 22-50	General Provisions
	Sec. 22-51	Land Division Types
	Sec. 22-52	Subdivision Design Standards and Required Improvements
	Sec. 22-53	Performance Guarantees and Maintenance

Subdivision Arrangement	Requirement
Where Alleys Not Provided	≥ 10 feet required along each rear lot line resulting in a 20 foot total easement along rear lot lines
Area abutting previously not subdivided property	20 foot easement is required along the boundary of the subdivision
	If the applicant is able to obtain a 10 foot utility easement (by separate document in favor of the City) on this abutting property, then the applicant is required only to dedicate 10 feet of easement on their property
Where utility easements are necessary or required along side lot lines of individual lots	A 10 foot easement shall be required centered on the property line with 5 feet in each abutting lot (see Notes)
Any subdivisions utilizing private streets	Public utility easements having a minimum width of 20 feet shall be provided on one side adjacent to and outside of the designated easement of that private street
Notes	On those side lot easements, the side yard setback line will be measured from the near edge of the utility easement to the structure

Pedestrian Facilities Zones



- Pedestrian Facilities Zones are required for any development
- Include sidewalks, street plantings, patios, bollards, lighting, street furniture, on-street parking, bicycle lanes, and cycle tracks
- Lighting in Pedestrian Facilities Zones required by the Subdivision Regulations
- Pedestrian Facilities Zones may provide also provide cycling facilities like bike racks and lanes
- Pedestrian Facilities Zones must be depicted on plats



Street Section Rendering

Article VI – Procedures



- Establishes all UDC procedural requirements
- Authority table provided:
 - Summarizing noticing requirements
 - Showing who reviews, recommends, and acts on development applications
- Provides relief tools like variances, interpretations, administrative adjustments, special exceptions, and waivers

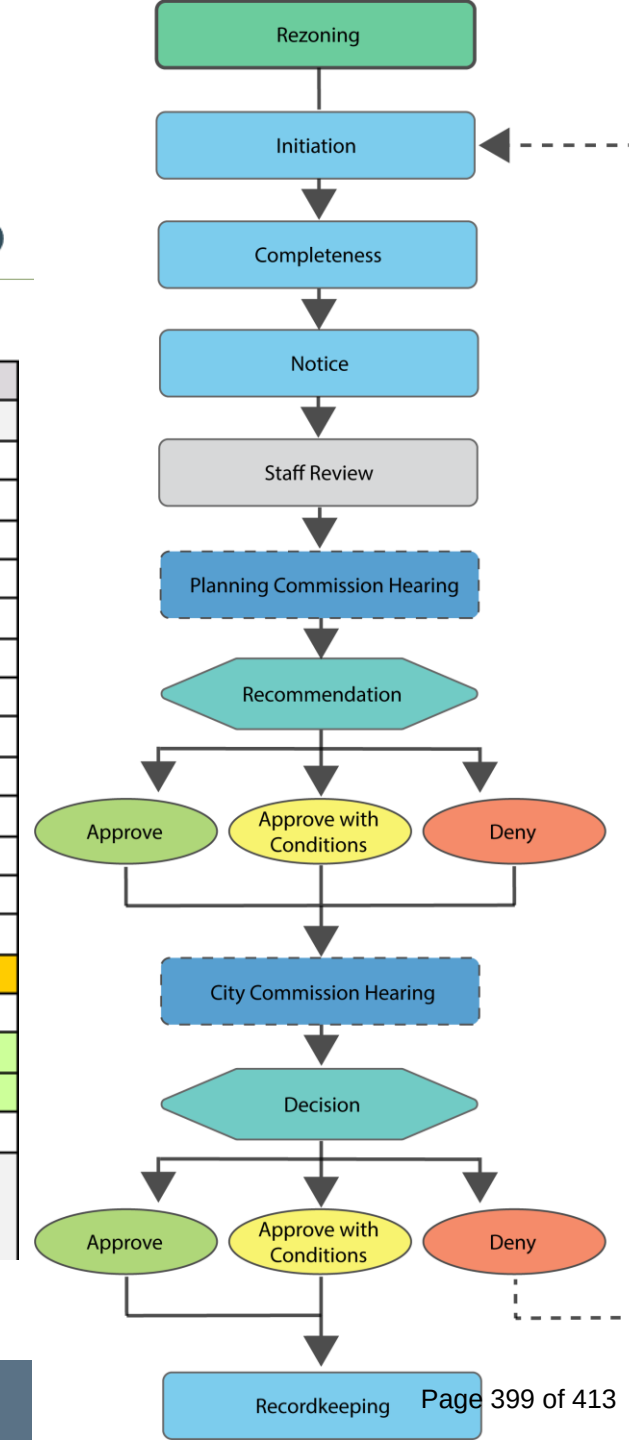
Article	Section	
VI	Sec. 22-56	General Procedures
	Sec. 22-57	Comprehensive Plan Amendment
	Sec. 22-58	UDC Text Amendment
	Sec. 22-59	Annexation
	Sec. 22-60	Rezoning
	Sec. 22-61	Conditional Use Permit
	Sec. 22-62	Preliminary Plat
	Sec. 22-63	Final Plat
	Sec. 22-64	Lot Split
	Sec. 22-65	Minor Subdivision
	Sec. 22-66	Construction Plans
	Sec. 22-67	Plat Vacation
	Sec. 22-68	Zoning Clearance Permit
	Sec. 22-69	Site Plan
	Sec. 22-70	Sign Permit
	Sec. 22-71	Building Permit
	Sec. 22-72	Certificate of Occupancy
	Sec. 22-73	Interpretation
	Sec. 22-74	Administrative Adjustments
	Sec. 22-75	Special Exception
	Sec. 22-76	Variances
	Sec. 22-77	Waivers

Article VI – Procedures



- Each development application procedure has a process flowchart
- Shows the required steps for approval for that development application

UDC Section	Application Type	PAM	Notice	Approval Authority			
				DR	PC	CC	BA
Sec. 22-68.	UDC Text Amendment	✗	✓	R	R	D	
Sec. 22-69.	Annexation	✓	✓	R	R	D	
Sec. 22-70.	Rezoning	✓	✓	R	R	D	
Sec. 22-71.	Conditional Use Permit	✗	✓	R	R	D	
Sec. 22-72.	Preliminary Plat	✗	✗	R	R	D	
Sec. 22-73.	Final Plat	✗	✗	R	R	D	
Sec. 22-74.	Minor Subdivision	✗	✗	D			
Sec. 22-75.	Construction Plan	✗	✗	D			
Sec. 22-76.	Plat Vacation	✗	✓	R	R	D	
Sec. 22-77.	Site Plan	✗	✗	D			
Sec. 22-78.	Sign Permit	✗	✗	D			
Sec. 22-79.	Building Permit	✗	✗	D			
Sec. 22-80.	Certificate of Occupancy	✗	✗	D			
Sec. 22-81.	Interpretation	✗	✗	D			A
Sec. 22-82.	Administrative Adjustments	✗	✗	D			
Sec. 22-83.	Special Exceptions	✗	✓	R			D
Sec. 22-84.	Variances	✗	✓	R			D
Sec. 22-85.	Waivers	✗	✗	R	R	D	
Key	✗ = Not Required ✓ = Required R = Review and Recommend D = Decision (a decision includes the review of the application) A = Appeal Decision PAM = Pre-Application Meeting DR = Director PC = Planning Commission CC = City Commission BA = Board of Adjustment						



Article VII – Nonconformities



- Provided nonconformity regulations for each nonconforming situation
 - Uses
 - Structures
 - Lots
 - Signs
 - Site Plan Improvements

Article	Section	
VII	Sec. 22-76	General Provisions
	Sec. 22-77	Nonconforming Uses
	Sec. 22-78	Nonconforming Structures
	Sec. 22-79	Nonconforming Lots
	Sec. 22-80	Nonconforming Signs
	Sec. 22-81	Nonconforming Site Plan Improvements



Article VIII – Enforcement



Article	Section	
VIII	Sec. 22-82	General Enforcement Procedures
	Sec. 22-83	Penalties

Strengthened enforcement procedures

Specified list of violations



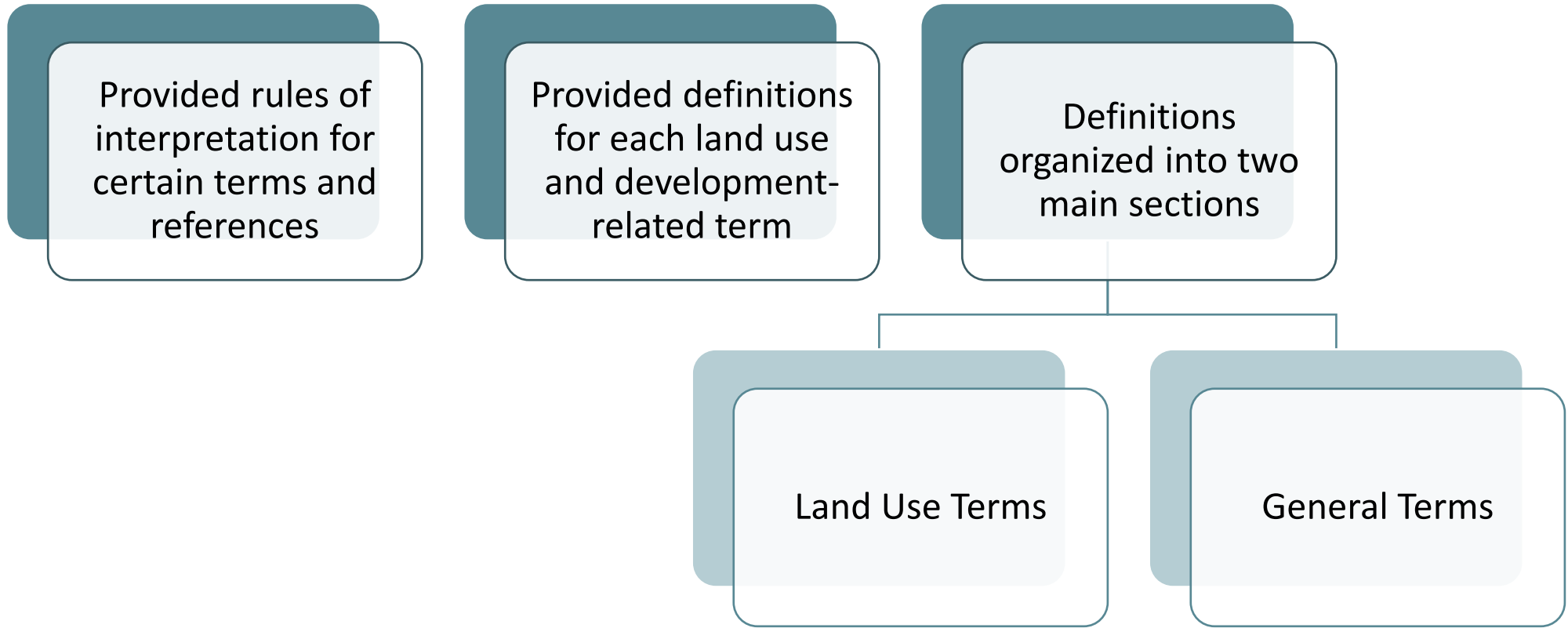
Article IX – Approval Authorities

- Establishes the bodies responsible for reviewing and acting on development applications
 - Community Development Department
 - City Commission
 - Director
 - Planning Commission
 - Board of Adjustment
- Summarizes powers and duties

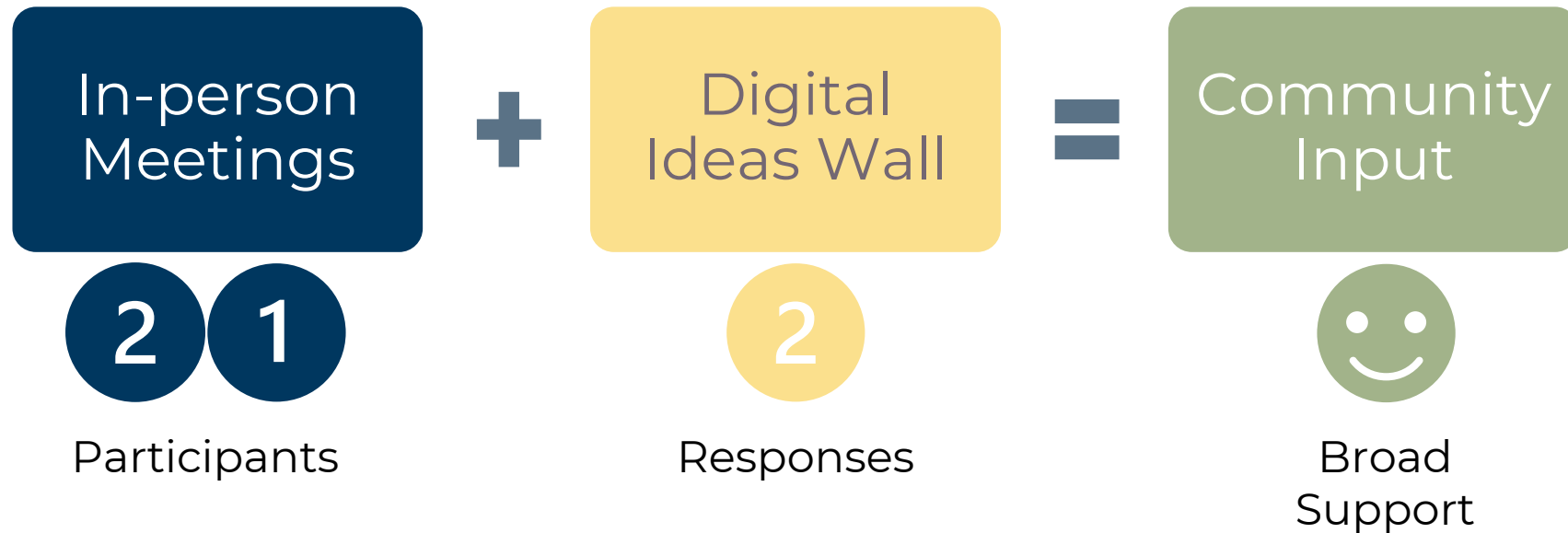
Article	Section	
IX	Sec. 22-84	Generally
	Sec. 22-85	Community Development Department
	Sec. 22-86	City Commission
	Sec. 22-87	Director
	Sec. 22-88	Planning Commission
	Sec. 22-89	Board of Adjustment

Article X – Definitions

Article	Section	
X	Sec. 22-90	Generally
	Sec. 22-91	Land Use Terms
	Sec. 22-92	General Terms



What We've Heard



What We've Heard



Clarity and ease of use are very exciting



Capacity for mixed-use and infill projects is desirable

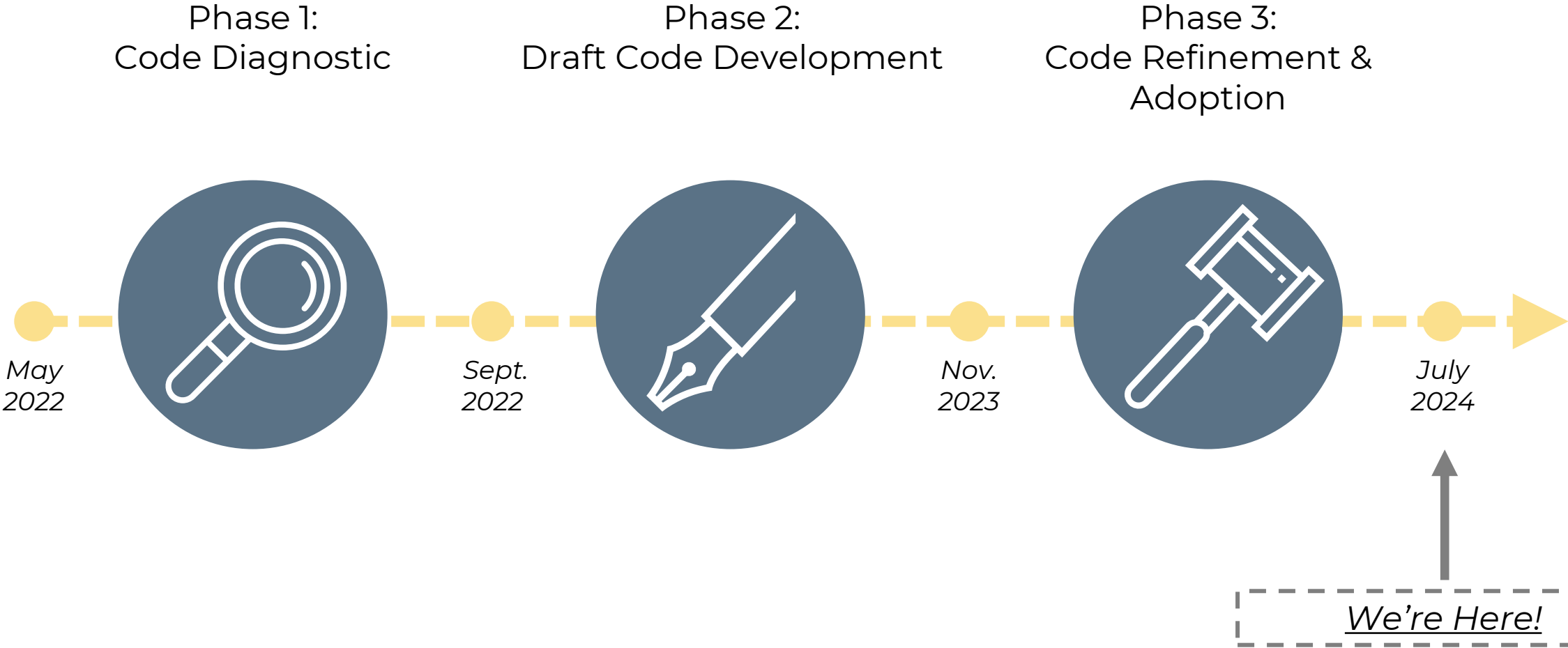


Parkland dedications are sensible



New zoning and development standards will take adjustment, but are well-crafted

Next Steps



Discussion and Questions?



Website QR Code

URL: <https://freese.mysocialpinpoint.com/shawneeudc>



Thank you!



Update on Lions Club Park Ballfields

July 15, 2024

Andrea Weckmueller-Behringer, City Manager

4/19/23 Tornado Event

- **Significant & Direct City Impact**
 - **\$6 million** public Debris Removal
 - Estimated **\$18 million** in damages to City assets
 - Actively coordinating with **FEMA**
 - Still negotiating with **Municipal Insurance Pool**



Recovery

- **Short-Term – COMPLETED**

- **Weeks to Months**

- Response-oriented actions to stabilize and protect from further damage
 - Returns systems to a minimum
 - Restore critical services and basic needs of the public

- **Long-Term – ONGOING**

- **Months to Years**

- Returns all systems to normal
 - Build back to code and mitigate any future hazards

Action related to Ballfields

- **Damage Assessment - COMPLETED**
 - Coordinated with Insurance and FEMA
 - Reached agreement on **need to demolish**
- **Demolition – ALMOST COMPLETED**
 - Removal of all ballfield structures
 - Replacement of **6+ inches of soil** impacted by debris
- **Design & Reconstruction – UNDERWAY**
 - Design firm retained & bid package development is NEXT
 - FEMA allows **like-for-like** replacement WITH code updates

City Commission Questions & Answers

