

SPECIAL CALL

AGENDA BOARD OF CITY COMMISSIONERS AUGUST 7, 2023 AT 6:00 PM COMMISSION CHAMBERS AT CITY HALL 16 WEST 9TH STREET SHAWNEE, OKLAHOMA

Official action can only be taken on items which appear on the agenda. The public body may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the public body may refer the matter to Staff or back to Committee or the recommending body. Under certain circumstances, items are deferred to a future date or stricken from the agenda entirely.

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consider Bid(s):
 - a. Wet Demolition and Clearing of 1, 7, and 9 West Main (Award)
2. Consideration of approval of a transfer of previously conveyed real estate property from South Central Industries, Inc. to Southern Pointe Community, LLC.
3. Work Session on Homelessness in Shawnee
4. Adjournment

Respectfully submitted,



Lisa Lasyone, CMC, City Clerk

The City of Shawnee encourages participation from its citizens in public meetings. If participation is not possible due to a disability, notify the City Clerk, in writing, at least forty-eight hours prior to the scheduled meeting, and necessary accommodations will be made. (ADA 28 CFR 36)



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

Date: August 7, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Wet Demolition and Clearing of 1, 7, and 9 West Main (Award)

Background: The property at 1 W Main had fallen into disrepair and was the subject of an owner-initiated demolition in January 2023. The demolition activities caused a partial collapse of the neighboring building located at 7 W Main, which also impacted the building at 9 W Main. Since January 2023, no additional work has been done to remedy the public safety issue. The properties have garnered public concerns regarding the safety and diminished property values of the nearby area.

In May 2023, the City of Shawnee held a Public Nuisance Administrative Hearing regarding 1, 7, & 9 W Main. As ordered in the administrative hearing, City staff prepared a bid package, and bids were opened at the July City Commission meeting. Five bids were received with the Bids ranging from \$132,500 (low) to \$450,840 (high).

The low bidder is Total Demolition Services, LLC located in Oklahoma City. Total Demolition Services is a reputable demolition contractor with sufficient experience to handle the project. Staff recommends awarding the Wet Demolition and Clearing of 1, 7 & 9 W Main, Alternate #1 to Total Demolition Services, LLC in the amount of \$132,500.

Financial Impact: \$132,500, funded by Other Contractual Services, 001-50520-53390

Attachments: Notice to Bidders, Bid Documents, Attachment A - Demolition Plan Sheet, Plan Holders List, 1,7 and 9 W Main Bid Tab

Staff Recommendation: Award of the Bid

Publish in the Shawnee News Star on Dates: June, 27, 2023, July, 4, 2023, and July, 11, 2023

NOTICE TO BIDDERS:

SEALED PROPOSALS must be hand delivered to the City of Shawnee (City Clerk's Office) at 16 W. 9th St., Shawnee, OK 74801-6812, AND WILL NOT BE ACCEPTED AFTER 4:00 p.m. ON MONDAY, July 17, 2023. The scheduled bid opening date is MONDAY, July 17, 2023. Proposals will be publicly read aloud at the Board Meeting held at 6:00 p.m., Central Time at the City of Shawnee at 16 W. 9th St., Shawnee, OK, for the work listed below.

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

Each separate proposal shall be accompanied by a Certified or Cashier's Check or Bid Bond equal to 5% of the bid made payable to the order of the City of Shawnee, as a proposal guaranty. Proposal checks will be held or returned by the City.

Bid Specifications, forms of proposal, and contracts may be examined at, and acquired from

Shawnee City Hall Annex
222 N Broadway
Shawnee, OK 74802
COsinspections@shawneeok.org
405-878-1666

Hardcopy Documents	\$ 25.00
Digital Documents by email	\$ Free after registration as a plan holder;

No refunds will be made on the above cost. The cost of the bidding document will be borne by prospective bidder. Bidder must be on the City's official plan holder's list in order to receive addendums and submit a bid.

Upon award of contract to a successful bidder, the contract will be completely and correctly executed by the contractor and returned to the City within ten (10) working days from the date of award. The City will have thirty (30) working days from the date of award to complete its execution of the contract.

The City of Shawnee hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business programs will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award.

The City of Shawnee reserves the right to reject any and all proposals.

The City of Shawnee will accept questions prior to July 11, 2023, at 4:00 PM. Any question responses will be made available to all plan holders.

By: _____

City Manager

Contractor_____

PROPOSALS MUST BE RECEIVED BY MONDAY,
July 17, 2023 AT 4:00 P.M.

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W. MAIN

BID OPENING:
MONDAY, July 17, 2023 AT 6:00 P.M.

16 West 9th Street
Shawnee, OK 74801-6812
Telephone: (405) 878-1760

PREPARED BY:

City of Shawnee
Engineering Department

CITY OF SHAWNEE
16 West 9th Street SHAWNEE, OK 74801-6812

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, July 17, 2023 AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY July 17, 2023 AT THE
LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE
COUNTY: POTTAWATOMIE
DESCRIPTION: WET DEMOLITION & CLEARING
LOCATION: 1, 7 & 9 W MAIN

AMOUNT OF CONTRACT GUARANTEE: FIVE PERCENT (5%) OF THE BID.

NOTE: PROPOSAL SHOULD BE FILLED OUT WITH PEN AND INK. UNIT PRICES MUST BE SHOWN IN
NUMERALS FOR EACH ITEM LISTED IN THIS PROPOSAL.

NOTICE: ***ENCLOSE YOUR COMPLETED, PRINTED SCHEDULE OF BID ITEMS IN THE
SEALED ENVELOPE WITH YOUR BID DOCUMENT.

SIGN: CONTRACTOR'S PERFORMANCE RECORD

BUSINESS RELATIONSHIP AFFIDAVIT

NON-COLLUSION BIDDING CERTIFICATION

STATUS VERIFICATION SYSTEM AFFIDAVIT

ALL PAPERS BOUND WITH OR STAPLED TO THIS PROPOSAL FORM ARE NECESSARY
PARTS THEROF AND MUST NOT BE DETACHED.

THIS PROPOSAL ISSUED TO:

BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE
BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE OKLAHOMA
ATTORNEY GENERAL'S OFFICE AT TELE. NO 405-521-3921.

CITY OF SHAWNEE

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BIDDING

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CHANGE ORDERS OR ADDENDA

PERFORMANCE BOND

STATUTORY AND PAYMENT BOND

Publish in the Shawnee News Star on Dates: June, 27, 2023, July, 4, 2023, and July, 11, 2023

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By: _____

City Manager

CITY OF SHAWNEE
CONTRACT REQUIREMENTS

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

RATES FOR LIQUIDATED DAMAGES FOR THIS PROJECT WILL BE \$500.00 PER CALENDAR DAY.

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 60 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

ANY ITEMS THAT ARE NOT LISTED IN THE SUMMARY OF QUANTITIES SHALL BE CONSIDERED INCIDENTAL ITEMS. THE COST OF INCIDENTAL ITEMS SHALL BE INCLUDED IN THE COST OF OTHER BID ITEMS.

BIDS WILL BE CONSIDERED NON-RESPONSIVE AND MAY NOT BE READ IF ANY OF THE FOLLOWING THINGS ARE DONE:

- (A) Any unit price is left blank.
- (B) Any change in the unit price or the total amount that is not acknowledged by initials of the person signing the bid adjacent to each such change or alteration.
- (C) Proposal not signed in black or blue ink by the individual in a sole proprietorship, one or more members of a partnership or a duly authorized officer of a corporation.
- (D) Proposals containing any omission.
- (E) Alterations of Proposal. Additions to the Proposal. All papers bound with or attached to proposal forms are necessary parts thereof and must not be detached.
- (F) Conditions not called for.
- (G) Conditional or alternate bids unless called for.
- (H) A clause in which the bidder reserves the right to accept or reject a Contract awarded to him.
- (I) Incomplete bids.
- (J) More than one proposal from an individual, firm, partnership, joint venture or corporation whether under the same or different name.

UNBALANCED BIDS: The City will not allow any unbalancing of unit bid prices. In this regard, the unit price bid per item shall not be less than the invoice price to the Contractor. If, in their sole opinion, the City deems the bid to be unbalanced, they reserve the right to reject such a bid.

ADDENDA TO THE CONTRACT: Any addendum form is part of this contract. The original contract documents remain in full force and effect, except as modified by addenda which shall take precedence over any contrary or conflicting provisions in the prior documents.

Each addendum must be acknowledged by signing the Receipt of Transmission sheet of the addendum. Return as instructed on the addendum transmittal form prior to submittal of your bid.

DETAILED BID FORM

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

Detailed bids shown below shall reflect all related project costs including, but not limited to, equipment, materials, labor, overhead and profit for demolition and removal of associated materials. Contractor is responsible for verifying quantities.

BASE BID 'A'

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
1.	1	LSUM	Building Demolition & Debris Removal – 1 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

BASE BID 'B'

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
2.	1	LSUM	Building Demolition & Debris Removal – 7 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

BASE BID 'C'

<u>Pay Item</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Item</u>	<u>Unit Price</u>	<u>Item Total</u>
3.	1	LSUM	Building Demolition & Debris Removal – 9 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

ADD ALTERNATES

4.	1	LSUM	Building Demolition & Debris Removal – 1, 7, & 9 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

5.	1	LSUM	Slab, & Footing Structural Removal – 1 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

6.	1	LSUM	Slab, & Footing Structural Removal – 7 W Main		
				Dollars	\$ _____ \$ _____
(Dollars per unit written)					

_____ Dollars \$ _____ \$ _____
(Dollars per unit written)

_____ Dollars \$ _____
(Dollars per unit written)

CITY OF SHAWNEE
CONTRACTOR'S PERFORMANCE RECORD

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

Submitted by _____,
A Corporation
A Co-partnership
An Individual

Principal Office

(Address & Phone) _____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. What projects has your organization now under way?

Value of Work Completed	Value of Work to Be Completed	Class of Work	Being Performed for Whom

2. What equipment do you propose to use on this contract?

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD (CONT.)

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

The Contractor is aware that:

“The City will not allow the Contractor to sublet, sell, assign, or otherwise dispose of the Contract, or any portion thereof, or any of the Contractor’s rights, title, or interests therein without the written or electronic consent of the City Manager or their authorized representative. The Contractor shall perform at least 50 percent of the Contract amount, based on the Contract unit prices, using its own organization, unless the Contract allows a greater percentage.”

Dated, this _____ day of _____, 20

By (Print): _____

Signature: _____

Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being duly sworn, on oath says that he or she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, or other business relationship presently in effect, of 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 of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships herein above mentioned exist, affiant should so state.)

(Signature of Affiant) _____

Subscribed and sworn to before me this _____ day of _____, 20 ____

Notary Public _____

My Commission Expires _____

NON-COLLUSION BIDDING CERTIFICATION

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

STATE OF OKLAHOMA)
) SS
COUNTY_____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. 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.

B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this _____ day of _____, 20__.

(Signature) _____

(Print Name) _____

(Position in the Company)

CITY OF SHAWNEE
STATUS VERIFICATION SYSTEM AFFIDAVIT

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

1. That I am the agent authorized by the Contractor to submit the attached contract to the City of Shawnee. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.

2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT _____

Subscribed and sworn before me this ___day of _____, 20___.

Notary Public _____

My Commission Expires: _____

My Commission Number: _____

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this_____, 2023, between the City of Shawnee, (hereinafter called the “City”), and _____ acting as an independent contractor (hereinafter called the “Contractor”).

WITNESSETH, That for and in consideration of the payment to be made as hereafter set forth, the Contractor hereby agrees to furnish all tools, equipment, materials, and labor to demolish and complete:

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

as shown on the Attachment A Exhibit and bid by said Contractor, for the respective estimated quantities (the “Proposal”); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the City agrees to pay for the work at the price stipulated in the Proposal, such payment to be in lawful money of the United States and the payment shall be made at the time and in the manner set forth in the Specifications.

The City’s cost of this project is estimated to be: _____

The Contractor agrees, for the consideration above expressed, to begin work on the date designated by the Engineer. Time is of the essence of this Contract. The Contract time and rates of liquidated damages applicable to this Contract are set forth in contract provisions which are part of this Contract.

It is further agreed that the Contractor shall execute and file good and sufficient performance, defect, and statutory bond with the City of Shawnee as required by law, and that said contractor shall comply with the Oklahoma Workmen’s Compensation Law and shall file a Certificate of Workman’s Compensation Insurance, then he shall file with the City of Shawnee a copy of the order authorizing him to carry his own insurance.

In Witness Whereof, the Mayor, City of Shawnee, or his authorized designee, pursuant to an award of contract made by or under the direction of the City of Shawnee and pursuant to City vested in him by the City of Shawnee, has hereunto subscribed his name, and the said Contractor has properly executed the same.

Signed, sealed and delivered at Shawnee, Oklahoma, the day and year first

set forth. Approved as to form:

By: _____
Mayor – City of Shawnee Date

By: _____
Authorized Signing Member Date

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }SS.
COUNTY OF _____}

This instrument was acknowledged before me on _____, _____

Notary Public

(SEAL)

My commission expires: _____

CITY OF SHAWNEE
CONTRACT AFFIDAVIT

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN
CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS
COUNTY _____)

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s) he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant) _____

(Name & Title) _____

Subscribed and sworn to before this _____ day of _____, 20____.

Notary Public _____

My Commission expires: _____

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION
WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___No___
2. Did you bring material from out of state into Oklahoma? Yes___No___
3. Period of the contract: From_____To_____
4. Have you held previous contracts with the City of Shawnee? Yes___No___
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor _____ Authorized Signature _____

Street Address _____ SEAL

City, State, Zip Code _____

For Official Use Only

Contractor is in Compliance? Yes___No___

OTC Signature _____ Date _____

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

If this contract is governed by the Oklahoma Public Competitive Bidding Act of 1974, then Section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 O.S. §121 states as follows:

- A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- D. All change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.
- E. All change orders shall contain a unit price and total for each of the following items:
 - 1. All materials with cost per item;
 - 2. Itemization of all labor with number of hours per operation and cost per hour;
 - 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
 - 4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
 - 5. Profit for the contractor.
- 6. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- 7. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.
- 8. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

PERFORMANCE BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:
Street/P. O. Box _____ City, State, Zip
Code _____
Telephone (____) _____ as Principal, and
_____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is
Street/P. O. Box _____, City, State, Zip Code _____,
as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

COUNTY: POTTAWATOMIE

DESCRIPTION: Wet Demolition and Clearing of 1, 7 & 9 W Main

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal's right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal's rights arising out of the Contract, including all

deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of Shawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO:

_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day of _____, 20____.

Notary Public in and for the
State of

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (_____) _____, as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the City of Shawnee, in the penal sum of not less than

_____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

PROJECT: WET DEMOLITION AND CLEARING OF 1, 7 & 9 W MAIN

COUNTY: POTTAWATOMIE

DESCRIPTION: Wet Demolition and Clearing of 1, 7 & 9 W Main

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City

of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO:

_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual/Proprietor/Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized
Officer of Surety

SUBSCRIBED before me, a Notary Public, by the Principal's representative on this _____ day of _____, 20__

Notary Public in and for the
State of

My Commission Expires:

[SEAL]



Base Bid(s)

Alternates

ITEM	QUANTITY	UNIT	ITEM	PAY ITEM NOTE	ITEM	QUANTITY	UNIT	ITEM	PAY ITEM NOTE
1	1	LSUM	BUILDING DEMOLITION & DEBRIS REMOVAL - 1 W MAIN	a, b, & c	4	1	LSUM	BUILDING DEMOLITION & DEBRIS REMOVAL 1, 7, & 9 W MAIN	a, b, & c
2	1	LSUM	BUILDING DEMOLITION & DEBRIS REMOVAL - 7 W MAIN	a, b, & c	5	1	LSUM	SLAB, & FOOTING STRUCTURAL REMOVAL - 1 W MAIN	d, e, & f
3	1	LSUM	BUILDING DEMOLITION & DEBRIS REMOVAL - 9 W MAIN	a, b, & c	6	1	LSUM	SLAB, & FOOTING STRUCTURAL REMOVAL - 7 W MAIN	d, e, & f
					7	1	LSUM	SLAB, & FOOTING STRUCTURAL REMOVAL - 9 W MAIN	d, e, & f

- PAY ITEM NOTES:**
- a. This item does not include the concrete slab or footing, but includes capping utilities at grade level.
 - b. Waste disposal shall be taken to an approved solid waste disposal site.
 - c. This item includes the capping of existing utility stubs.
 - d. Slab, footings, paving and wall removal shall include any structural material and shall be removed, to the extent possible. Walls shall be broken down 3' below ground level and these areas will be backfilled. Water shall be pumped out prior to backfilling.
 - e. The site must be made level to a mowable condition with proper drainage. No low area will be approved. Fill where required.
 - f. Seeding or Solid slab sod.

- GENERAL NOTES:**
- 1. All costs in connection with the work, including furnishing of all materials, supplies and appurtenances, providing all demolition equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit price named in the bid proposal.
 - 2. Payment will be made when all demolition, site clearance, debris removal, utility capping, final grading and clean up of the entire site is completed, inspected and approved.
 - 3. The contractor shall comply with the codes and ordinances of the City of Shawnee and all applicable laws of the State of Oklahoma. Demolition permits will be required, but no permit fees will be assessed.
 - 4. During demolition or clearance, streets and alleys open to traffic will be kept clear of debris, dirt, trash etc.
 - 5. Any items required for demolition per the intent of this bid, but not included shall be considered incidental and included within the bid price of the provided items.

Demolition and Clearing of 1, 7, & 9 W Main Street

Attachment 'A' Exhibit



Plan Holder's List			
CITY OF SHAWNEE - Wet Demolition of 1,7, and 9 W Main St			
Name of Company		Contact Info (Phone and email)	Representative Name
1	Midwest Wrecking Co	405.478.8833 bryanh@midwestwreckingco.com	Bryan Harris
2	Dodge Construction Network	1.844.326.3826 ext 9210 T john.doroy@construction.com	John Doroy
3	Beggs Construction and Excavation LLC	405.708.9280 beggsconstructionexcavation@gmail.com	Brenden Beggs
4	Arbor Transport	405.308.5651 arbortransport@gmail.com	Kenneth Pittenger
5	Viet National	973.809.1555 / 763.428.2242 chester.grace@veirnational.com	Chester Grace
6	K&M Wrecking	405.691.5100 / 405.664.8533 duane@kmwrecking.org	Duane Allen
7	Construct Connect	323.602.5078 ext 75315 justine.cataylo@constructconnect.com	Justine Cataylo

Wet Demolition and clearing of 1, 7, and 9 W Main

CITY OF SHAWNEE OKLAHOMA

DATE: 07.18.2023

				1		2		3		4		5	
BASE BID PAY ITEMS				TOTAL DEMOLITION		VIET NATIONAL		K&M WRECKING		MIDWEST WRECKING		AMERICAN DEMOLITION	
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Base Bid 'A' - Building Demo & Debris Removal - 1 W Main	LSUM	1	\$ 33,600.00	\$ 33,600.00	\$ 148,050.00	\$ 148,050.00	\$ 82,775.00	\$ 82,775.00	\$ 147,210.00	\$ 147,210.00	\$ -	\$ -
2	Base Bid 'B' - Building Demo & Debris Removal - 7 W Main	LSUM	1	\$ 46,100.00	\$ 46,100.00	\$ 59,750.00	\$ 59,750.00	\$ 81,575.00	\$ 81,575.00	\$ 134,820.00	\$ 134,820.00	\$ -	\$ -
3	Base Bid 'C' - Building Demo & Debris Removal - 9 W Main	LSUM	1	\$ 68,700.00	\$ 68,700.00	\$ 46,800.00	\$ 46,800.00	\$ 99,450.00	\$ 99,450.00	\$ 168,810.00	\$ 168,810.00	\$ -	\$ -
TOTAL BASE BID ITEMS				\$ 148,400.00		254,600.00		\$ 263,800.00		\$ 450,840.00		\$ -	
4	Add Alternate - Building Demo & Debris Removal 1, 7, & 9 W Main	LSUM	1	\$ 132,500.00	\$ 132,500.00	\$ 254,600.00	\$ 254,600.00	\$ 263,800.00	\$ 263,800.00	\$ 402,310.00	\$ 402,310.00	\$ 229,759.00	\$ 229,759.00
5	Add Alternate - Slab & Footing Structural Removal - 1 W Main	LSUM	1	\$ 26,250.00	\$ 26,250.00	\$ 21,500.00	\$ 21,500.00	\$ 29,925.00	\$ 29,925.00	\$ 24,910.00		\$ -	\$ -
6	Add Alternate - Slab & Footing Structural Removal - 7 W Main	LSUM	1	\$ 8,750.00	\$ 8,750.00	\$ 12,800.00	\$ 12,800.00	\$ 11,150.00	\$ 11,150.00	\$ 17,120.00	\$ 17,120.00	\$ -	\$ -
7	Add Alternate - Slab & Footing Structural Removal - 9 W Main	LSUM	1	\$ 14,800.00	\$ 14,800.00	\$ 11,100.00	\$ 11,100.00	\$ 16,975.00	\$ 16,975.00	\$ 13,110.00	\$ 13,110.00	\$ -	\$ -
TOTAL ADD ALTERNATE BID ITEMS				\$ 182,300.00		300,000.00		\$ 321,850.00		\$ 432,540.00		\$ 229,759.00	



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

Date: August 7, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration of approval of a transfer of previously conveyed real estate property from South Central Industries, Inc. to Southern Pointe Community, LLC.

Background: Located in Shawnee, South Central Industries (SCI), Inc. is a 501c3 non-profit organization which provides vocational training, employment opportunities, and residential services to individuals with intellectual and developmental disabilities (IDD). Southern Pointe Community, LLC is an Oklahoma Limited Liability Company, in which SCI retains a controlling ownership interest.

In January 2020, the City of Shawnee conveyed several real estate properties to SCI for the express purpose of providing assisted-living, single- and multi-family dwelling units to serve the IDD population identified within the community. The conveyance of the properties included certain Covenants, Conditions, and Restrictions related to the usage and subsequent transfer of the property.

SCI has requested the City of Shawnee's consent for transfer of the property to Southern Pointe Community, LLC, under whose care the aforementioned assisted-living dwelling units for SCI's IDD clients will be built. If approved, the transfer of the property would be accompanied by the renewal and readoption of the Covenants, Conditions, and Restrictions governing usage as well as future transfers.

Financial Impact: None.

Attachments: Transfer and Covenants_502 S Kickapoo, Transfer and Covenants_510 S Kickapoo

Staff Recommendation: Approval of the item

CONSENT TO TRANSFER OF REAL PROPERTY AND THIRD-PARTY ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Consent to Transfer of Real Property and Third-Party Adoption of Covenants, Conditions, and Restrictions ("Agreement") is made and entered into this ____ day of _____, 2023, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter "City"), South Central Industries, an Oklahoma Not for Profit Corporation ("South Central") and Southern Pointe Community, LLC, an Oklahoma Limited Liability Company (hereinafter, "Southern Pointe")(together, "Parties").

WHEREAS, On or about January 22, 2020, the City conveyed certain real property, being described within Exhibit 1, via a Special Warranty Deed (the "Deed") (attached hereto as Exhibit 1), to South Central, which was recorded in the County Clerk's office of the Pottawatomie County, Oklahoma as instrument number 202000000858;

WHEREAS, Included within said Deed were certain Covenants, Conditions, and Restrictions (the "Covenants");

WHEREAS, South Central evidenced their consent to the Covenants by affixing their signature to said Covenants in affirmation thereof; and

WHEREAS, South Central has requested the City permit the transfer of the same real property to a third-party entity, Southern Pointe. The real property sits in Pottawatomie County, Oklahoma and is more specifically described to-wit:

INGLEWOOD Block 3, Lots 1 & 2 in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-001-0-000-00, according to the recorded plat thereof, with a Property Address of 502 South Kickapoo, Shawnee, OK 74801

THEREFORE NOW, the City of Shawnee, Oklahoma, South Central Industries, and Southern Pointe Community, LLC agree to a one time consent to transfer of the property and renewal and adoption of the Covenants, Conditions, and Restrictions as more specifically described herein.

1. Covenant Regarding Restriction of Transfer: The Covenants state, in part, "... Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller." The City agrees to a one- time consent to transfer the property from South Central to Southern Pointe. This consent to transfer is a one-time consent to the transfer of the real property. This consent to transfer shall in no way waive the Covenant which restricts further transfer and any further request for transfer of the real property must be first approved of in a separate consent to transfer by the City. Approval of any additional transfer is not guaranteed and the City reserves the right to deny any further request for consent to transfer for any reason, or no reason at all.

2. Consideration: In consideration for the City's one-time consent to transfer, Southern Pointe agrees to be bound by the Covenants, Conditions, and Restrictions attached hereto as Exhibit 2. Southern Pointe agrees to execute the Covenants, Conditions, and Restrictions attached as Exhibit 2 and return the executed copy to the City.

EXHIBIT 1
SPECIAL WARRANTY DEED

After Recording Return to:
City of Shawnee
P. O. Box 1448
Shawnee, OK 74801



SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto South Central Industries, an Oklahoma Not For Profit Corporation, 130 North Louisa, Shawnee, Oklahoma 74801, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

INGLEWOOD Block 3, Lots 1 & 2 in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-001-0-000-00, according to the recorded plat thereof, with a Property Address of 502 South Kickapoo, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS."

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this 22nd day of January, 2020.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: Chance Allison
Chance Allison, City Manager

[illegible]

Before me, in and for said County and State, on this 22nd day of January, 2020, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.



Lisa B. Laryone
NOTARY PUBLIC
Commission No. 05001067
Commission Expires: 01-31-2021

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions; and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a South Central Industries, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: South Central Industries, an Oklahoma Not For Profit Corporation

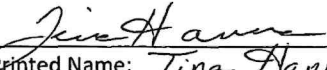
By: 
Printed Name: Tina Hance
Title: Ex. Director

EXHIBIT 2

Covenants, Conditions, and Restrictions

The City of Shawnee, Oklahoma, a municipal corporation, and South Central Industries, an Oklahoma not for profit corporation impose the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to certain real Property specifically described to-wit:

INGLEWOOD Block 3, Lots 1 & 2 in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-001-0-000-00, according to the recorded plat thereof, with a Property Address of 502 South Kickapoo, Shawnee, OK 74801 ("Property")

and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Southern Pointe Community, LLC shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Southern Pointe Community, LLC shall not convey the Property to any other entity, or third party without the express approval of the City of Shawnee, Oklahoma.

Subsequent to closing, Southern Pointe Community, LLC shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Southern Pointe Community, LLC, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under an Oklahoma Not For Profit Corporation type of project housing.

Southern Pointe Community, LLC, and its successors in interest shall at all times be owned and operated by an entity which shall, subsequent to the execution of this agreement, continually maintain its 501 (C) non-profit status in the operation of the community housing project.

Southern Pointe Community, LLC, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the City of Shawnee, Oklahoma, a Municipal Corporation, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Southern Pointe Community, LLC

Tina Hanna, on behalf of South Central Industries,
Member/Manager of Southern Pointe Community, LLC

STATE OF OKLAHOMA

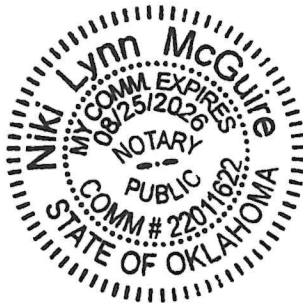
)

) SS:

COUNTY OF POTTAWATOMIE

)

Before me, the undersigned authority, on 3 day of August, 2023, personally appeared Tina Hanna, as Executive Director of South Central Industries, whose name is subscribed to the foregoing instrument in their respective capacities, and all of said person being by me duly sworn, the principal declared that the she has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein expressed.



Niki Lynn McGuire
NOTARY PUBLIC

CONSENT TO TRANSFER OF REAL PROPERTY AND THIRD-PARTY ADOPTION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

This Consent to Transfer of Real Property and Third-Party Adoption of Covenants, Conditions, and Restrictions (“Agreement”) is made and entered into this ____ day of _____, 2023, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter “City”), South Central Industries, an Oklahoma Not for Profit Corporation (“South Central”) and Southern Pointe Community, LLC, an Oklahoma Limited Liability Company (hereinafter, “Southern Pointe”)(together, “Parties”).

WHEREAS, On or about January 23, 2020, the City conveyed certain real property, being described within Exhibit 1, via a Special Warranty Deed (the “Deed”) (attached hereto as Exhibit 1), to South Central, which was recorded in the County Clerk’s office of the Pottawatomie County, Oklahoma as instrument number 202000000859;

WHEREAS, Included within said Deed were certain Covenants, Conditions, and Restrictions (the “Covenants”);

WHEREAS, South Central evidenced their consent to the Covenants by affixing their signature to said Covenants in affirmation thereof; and

WHEREAS, South Central has requested the City permit the transfer of the same real property to a third-party entity, Southern Pointe. The real property sits in Pottawatomie County, Oklahoma and is more specifically described to-wit:

INGLEWOOD Block 3, Lots 5 & 6 in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-005-0-000-00, according to the recorded plat thereof, with a Property Address of 510 South Kickapoo, Shawnee, OK 74801

THEREFORE NOW, the City of Shawnee, Oklahoma, South Central Industries, and Southern Pointe Community, LLC agree to a one time consent to transfer of the property and renewal and adoption of the Covenants, Conditions, and Restrictions as more specifically described herein.

1. Covenant Regarding Restriction of Transfer: The Covenants state, in part, “. . . Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.” The City agrees to a one- time consent to transfer the property from South Central to Southern Pointe. This consent to transfer is a one-time consent to the transfer of the real property. This consent to transfer shall in no way waive the Covenant which restricts further transfer and any further request for transfer of the real property must be first approved of in a separate consent to transfer by the City. Approval of any additional transfer is not guaranteed and the City reserves the right to deny any further request for consent to transfer for any reason, or no reason at all.

2. Consideration: In consideration for the City’s one-time consent to transfer, Southern Pointe agrees to be bound by the Covenants, Conditions, and Restrictions attached hereto as Exhibit 2. Southern Pointe agrees to execute the Covenants, Conditions, and Restrictions attached as Exhibit 2 and return the executed copy to the City.

Page 42 of 93

EXHIBIT 1
SPECIAL WARRANTY DEED

202000000859:
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
01-23-2020 At 01:19 PM.
WARR DEED 26.00
Instrument PG 1 OF 5
202000000859

After Recording Return to:
City of Shawnee
P. O. Box 1448
Shawnee, OK 74801



SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto South Central Industries, an Oklahoma Not For Profit Corporation, 130 North Louisa, Shawnee, Oklahoma 74801, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

INGLEWOOD Block 3, Lots 5 & 6, in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-005-0-000-00, according to the recorded plat thereof, with a Property Address of 510 South Kickapoo, Shawnee, OK 74801

together with all the improvements thereon and appurtenances thereunto belonging, subject to rights-of-ways, easements, building and use restrictions and covenants of record, and thereunto belonging; and warrants the title to same.

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made by Grantor, but not otherwise, except for the certain matters listed on Exhibit "A" attached hereto and including those matters listed on Exhibit "B" attached hereto and made a part hereof, which matters continue in full force and effect.

Except for the limited warranty of title set forth in this Special Warranty Deed, Grantor specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, of, as to or concerning (a) the nature, condition or state of repair of the Property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the Property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the Property, (d) the habitability, merchantability or fitness of the Property, or any portion thereof, for a particular purpose, (e) the existence or nonexistence of any Environmental Conditions (herein defined) or Hazardous Materials (herein defined) with respect to the Property or any facilities or operations thereon, or (f) the compliance of the Property or any activity or operation conducted by any person or entity on or off the Property with Environmental Laws (herein defined).

As used in this Special Warranty Deed, the term "Environment" shall mean soil, surface waters, ground waters, land, stream sediments, surface or subsurface strata, ambient air, and any environmental medium; the term "Environmental Condition" shall mean any condition with respect to the Environment on or off the Property, whether or not yet discovered, which could or does result in any damage, loss, cost, expense, claim, demand, order or liability to or against Grantor or Grantee by any third party (including, without limitation, any governmental entity), including, without limitation, any condition resulting from the operation of the Property and/or the operation of any business within the Property and/or the operation of the business of any other property owner or operator in the vicinity of the Property and/or any activity or operation formerly conducted by any person, or entity on or off the Property; the term "Hazardous Material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Federal Clean Air Act, as amended, or any other federal, state or local Environmental Law, regulation, ordinance, rule or bylaw, whether existing as of the date hereof or previously enforced; and the term "Environmental Law" shall mean any environmental or health and safety related law, regulation, rule, ordinance or bylaw at the federal, state or local level, whether existing as of the date hereof or previously enforced. Grantee represents, warrants, acknowledges and agrees that Grantee has inspected the Property to his satisfaction and all leases, contracts and other information relating to the Property referenced in the preceding paragraph; and such other information as Grantee may have obtained from sources other than Grantor, that Grantee is satisfied with the physical condition of the Property and all other aspects thereof, and that except for the limited warranty of title set forth in this Special Warranty Deed and the limited warranty and covenant set forth in the preceding paragraph, Grantee accepts the Property "AS IS," "WHERE IS," and "WITH ALL FAULTS."

IN WITNESS WHEREOF, Grantor and Grantee have executed this Special Warranty Deed to be effective as of this 20th day of January, 2020.

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: Chance Allison
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 22nd day of January, 2020, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as his free and voluntary act and deed for the uses and purposes therein set forth.



Lisa B. Lasyone
NOTARY PUBLIC
Commission No. 05001067
Commission Expires: 01-31-2021

EXHIBIT "A"
Exceptions to Warranty of Title

Real and personal property ad valorem taxes for 2019 and subsequent years.

Outstanding Interests of record in the oil, gas, coal, metallic ores and other minerals in, under and that may be produced from the real estate described on this document, together with all rights, privileges and immunities relating thereto.

Easements, rights-of-way, restrictions, covenants, plats, building set-back lines and other matters of record and not of record.

EXHIBIT "B"
Covenants, Conditions, and Restrictions

Seller imposes the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to the Property and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Buyer shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Buyer shall not convey the Property to any other entity, or third party without the express approval of the Seller.

Subsequent to closing, Buyer shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Buyer, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under a South Central Industries, an Oklahoma Not For Profit Corporation type of project housing.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (C) non-profit status in the operation of the community housing project.

Buyer, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the Seller, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: South Central Industries, an Oklahoma Not For Profit Corporation

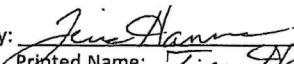
By: 
Printed Name: Gina Hanne
Title: Ex. Director

EXHIBIT 2

Covenants, Conditions, and Restrictions

The City of Shawnee, Oklahoma, a municipal corporation, and South Central Industries, an Oklahoma not for profit corporation impose the following Covenants, Conditions, and Restrictions which shall be covenants and restrictions that will attach to certain real Property specifically described to-wit:

INGLEWOOD Block 3, Lots 5 & 6 in the City of Shawnee, Pottawatomie County Oklahoma; Parcel No. 1395-00-003-005-0-000-00, according to the recorded plat thereof, with a Property Address of 510 South Kickapoo, Shawnee, OK 74801 ("Property")

and will be Covenants, Conditions, and Restrictions that run with the title to the Property:

Southern Pointe Community, LLC shall only use the Property as widely program housing which is affordable community housing and is managed by a not for profit corporation or charitable organization as defined by 18 OKLA. Stat. § 18-851. Southern Pointe Community, LLC shall not convey the Property to any other entity, or third party without the express approval of the City of Shawnee, Oklahoma.

Subsequent to closing, Southern Pointe Community, LLC shall duly pay and discharge, or cause to be paid or discharged, all taxes, assessments, and other governmental charges imposed upon the Property, as well as all claims for labor, materials, or supplies which if unpaid, might by law become a lien or charge upon the Property.

Southern Pointe Community, LLC, its agents, officers, directors or assigns shall not use the Property for any commercial or business purposes unless it relates to the operation of affordable community housing under an Oklahoma Not For Profit Corporation type of project housing.

Southern Pointe Community, LLC, and its successors in interest shall at all times be owned and operated by an entity which shall, subsequent to the execution of this agreement, continually maintain its 501 (C) non-profit status in the operation of the community housing project.

Southern Pointe Community, LLC, or its successors and assigns agrees and stipulates that if it breaches or violates any of the foregoing conditions and covenants the title to said Property shall ipso facto and immediately revert to and vest in the City of Shawnee, Oklahoma, a Municipal Corporation, or its successors or assigns, or in any corporation to which it may grant reversion, and it, or its successors or assigns, shall be entitled to immediate possession thereof, but said reversion shall not affect any mortgage or liens which in good faith at that time may be existing upon said property or any improvements thereon.

Agreed Hereto by: Southern Pointe Community, LLC

Tina Hanna, on behalf of South Central Industries,
Member/Manager of Southern Pointe Community, LLC

STATE OF OKLAHOMA

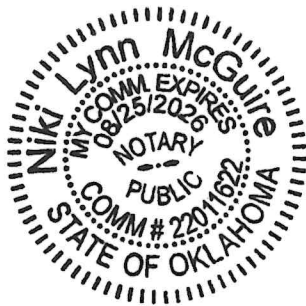
)

) SS:

COUNTY OF POTTAWATOMIE

)

Before me, the undersigned authority, on 3 day of August, 2023, personally appeared Tina Hanna, as Executive Director of South Central Industries, whose name is subscribed to the foregoing instrument in their respective capacities, and all of said person being by me duly sworn, the principal declared that she has willingly and voluntarily made and executed it as the free act and deed of the principal for the purposes therein expressed.



Niki Lynn McGuire
NOTARY PUBLIC



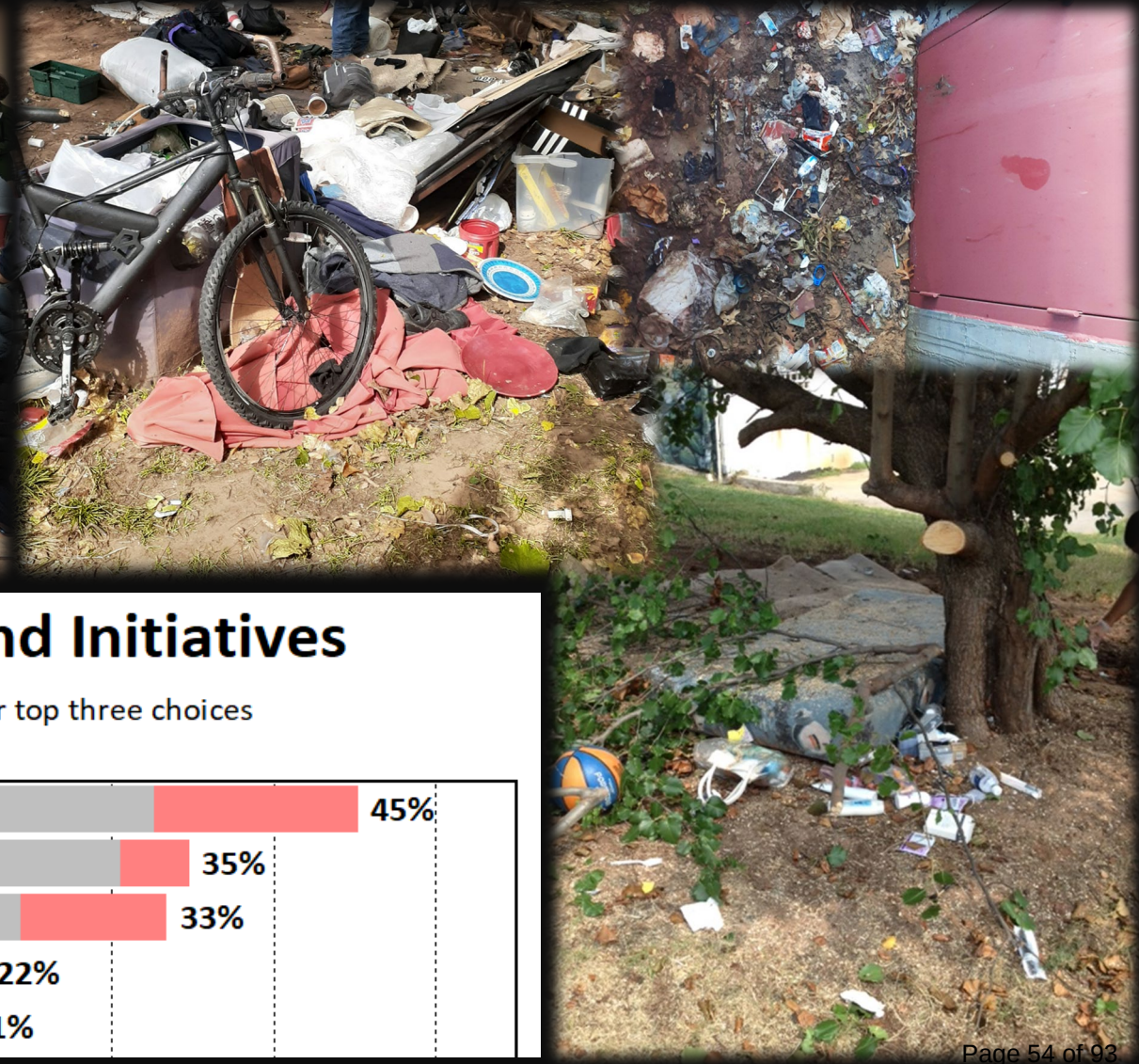
Homelessness in the City of Shawnee

August 7, 2023
City Commission
Work Session

A black and white photograph serves as the background for the right side of the slide. It shows a person's feet in worn, dark shoes standing on a patterned blanket or rug. Next to the feet is a piece of cardboard with the words 'ONCE I WAS LIKE YOU' written in large, hand-drawn capital letters. The background is dark and textured, possibly gravel or dirt.

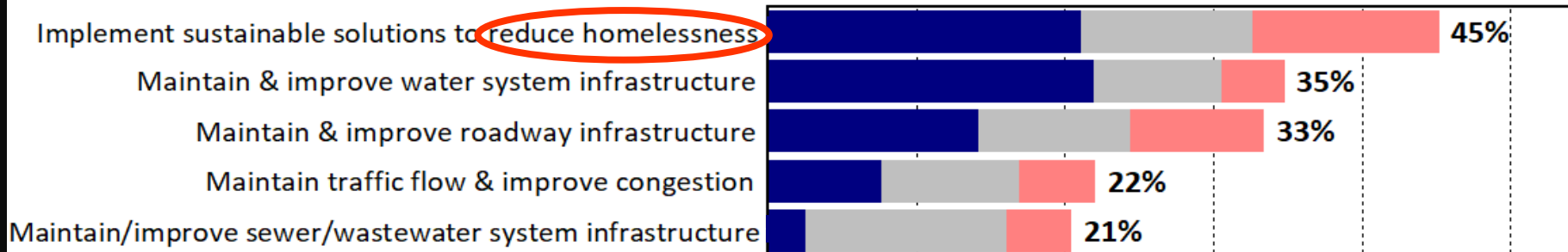
ONCE
I WAS
LIKE YOU

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



Homelessness – Affects Everyone in Shawnee

1. Downtown Businesses
2. Property Owners
3. Main Street Shoppers
4. Library Patrons
5. Families in Parks
6. Visitors to Community
7. Many City Employees
8. **All Shawnee Taxpayers**

Homeless – Common Misconceptions

Homeless people are all the same –

- Many circumstances/experiences lead to homelessness
- Families with children and Elderly are the fastest growing segments among the homeless

People are homeless by choice –

- People lose jobs and then housing
- Women run away to escape domestic violence
- Many struggle with mental illness, depression, PTSD
- Illness, injury, disability, or other contributing factors

Homeless people are dangerous –

- Homeless are more likely to be victims of violent crime

Homeless – Common Misconceptions (cont.)

Providing food and shelter only enables them –

- Food & shelter are necessary for survival – *not addictions*
- Food & shelter offer initial stability and help people get back on their feet

With sufficient housing, homelessness will end –

- Housing must come FIRST, then other issues can be addressed along with healthy life skills

Homeless people just need to get a job –

- Getting a job with no address, shower, or clean clothes is difficult
- Lack of job training, ID, transportation, physical/mental health

Homeless & Housing Comparisons

Poverty Rate - Spending > 30% of income on housing

- Nationwide 11.6%
- Oklahoma 15.6%
- Shawnee 18.5%

Extreme Poverty - Spending > 50% of income on housing

- Oklahoma 7.2%
- Shawnee 9.1%

Homeownership

- Nationwide 66%
- Oklahoma 70%
- Shawnee 57%

Average Home Price

- Oklahoma \$252,000
- Shawnee \$220,000

Average Rental in Shawnee

- 1-Bedroom Apt \$721
- 2-Bedroom Apt \$960

Homelessness – Activities, Needs, FAQs ...

1. Homeless Program
2. Police Department
3. Code Enforcement
4. Fire Department
5. Public Works
6. City Manager's Office
7. Shawnee Community
8. **Next Steps...**

1. Homeless Program

Perspective –

- Facilitation of service providers for unified response
- Strategic Planning and implementation

Roles & Responsibilities –

- Build the Homeless Program “Continuum of Care”
- Facilitate Shawnee Homeless Roundtable of providers
- Coordinate services and solutions

Needs –

- Housing & storage of belongings
- More direct outreach & client case management
- Proactive messaging

Homeless Program – Activity Continuum of Care (CoC)

Finalizing the Continuum of Care

- Community Plan for Homelessness
- Evidence-based method
- Conduit for State and Federal grant funds
- Conduit for case management and services



Homeless Program – Activity (cont.)

Funding

- 1 FTE paid by City funds
- Apply for **grants to supplement** donations & volunteer work

AmeriCorps VISTAs

- Applied for 4 VISTAs
- Focus on Housing, Employment, Health Care, Case Management

Partnerships

- Shawnee Homeless Roundtable
- Native Homeless Alliance

Essential Services

- Increase Street Outreach
- Increase Case Management
- Other Innovative Solutions

Homeless Program – Activity (cont.)

Increase Shelter Capacity

- Designated Camping
- Safe Parking
- Other Innovative Solutions

Personal Storage

- Secure storage of personal belongings
- Less stuff carried & in the community

Recidivism

- Decreasing incarceration cycle

Employment

- Removing barriers
- Working with employers

Housing

- Removing barriers to housing
- Working with landlords
- Innovative solutions

Homeless Program – FAQs

Frequently Asked Questions

- Are we making a difference?
- If so, why does it feel like it is worse downtown?
- Are they shipping people in from other cities/towns?
- Are we attracting more homeless people because of services offered?

2. Police Department

Perspective –

- Law enforcement
- Crisis Intervention

Roles & Responsibilities –

- Enforce the law – *related to people's actions*
- Protect the rights of all citizens
- Use Crisis Intervention Team for outreach and education

Needs –

- Strong City Codes & Ordinances
- Strong court system
- Alternative means to court-ordered fines

Police Department – Activities & Needs

Crisis Intervention Team (CIT) Grant

- CIT Officers patrol with a Case Manager from Red Rock
- Welfare checks on unhoused/referrals, EOD, safety plans
- Respond to 911 mental health related calls re. the grant
- Patrol Division responds to unhoused calls

Extra Patrols

- Extra patrols in areas with a concentration of unhoused
- Review of videos & pictures to identify suspects of crimes

Police Department – FAQs

Frequently Asked Questions

- Why do we not have a Police Patrol assigned to Downtown?
- Why does Police not hand out citations for trespassing?
- Why does Police not hand out citations for misdemeanors when there are pictures or videos?
- Why are Emergency Orders of Detention not used more?

Police Department – Legalities

Trespassing – Shawnee Ord. 20-26(a)(1)

State Law reference 21 Okla. Stat. § 1835

- “No person shall enter upon or remain upon any public or private property or in any area or structure of such property when:
 - (1) Such entrance or remaining is plainly forbidden by signs, markings, or otherwise, or by verbal or written command of the owner, his agent, or employee, or by written or verbal command of city, state or federal laws, ordinances, or officials.”

Police Department – Legalities

Use of Public Right-of-Way

- Public has right of way easement of sidewalks in the city for reasonable public use
- Public use of sidewalks makes the public either invitees or licensees as related to the property
 - Use of a public right of way does not equal trespass
 - Invitees present a mutual benefit
 - Licensees are there for their own benefit
 - Either way, not a trespass

Police Department – Legalities

Blocking Public Right-of-Way

- City Police cannot forbid presence of the public on the sidewalk or alleyways unless physically blocking the right of way

3. Code Enforcement

Perspective –

- Enforcement

Roles & Responsibilities –

- Enforce the law – *related to properties and structures*
- Post unlawfully occupied structures – *dilapidated buildings or those without utilities and sanitation*

Needs –

- NEW Codes on camping and feeding operations
- Education for landlords & enforcement of unfit housing
- Nuisance abatement alternative options

Code Enforcement - Activities

Fiscal Year 2023

- Total Cases – 1,732
- 106 Dilapidated Structures
 - 35 demolished by Property Owner or City-retained Contractor
 - 9 of 35 were destroyed by vagrancy and later demolished by City-retained Contractor
- 80 Postings of Unlawful to Occupy

Code Enforcement

Properties destroyed by vagrancy



Code Enforcement

Properties destroyed
by vagrancy



Code Enforcement – FAQs

Frequently Asked Questions

- Why does Code Enforcement come after property owners and not the people causing the issues?
- Why does Code Enforcement not just run off squatters from vacant buildings?
- What can be done about unlawfully occupied buildings when the homeowners cannot be contacted?

4. Fire Department

Perspective –

- Fire prevention & suppression
- Public safety

Roles & Responsibilities –

- Fight vacant structure fires
- Make Public Service Announcements on structure & fire safety
- Plan for evacuations

Needs –

- “Ready to go” information for the public
- .
- .

Fire Department – Activities

1/1/2023 through 7/25/2023

- Total Incident Responses – 3,489
 - 217 (6.2%) related to Unhoused
- 2,047 Rescue/Medical Calls
 - 113 (5.5%) of medical calls related to Unhoused
- 194 Fire Calls
 - 78 (40.0%) of fire calls related to Unhoused

Fire Department – Activities

Structure Fires by Building Status

- 2022 - January to July
 - 18% related to Vacant Buildings
- 2023 - January to July
 - 31% related to Vacant Buildings
 - 72.2% increase

Fire Department – FAQs

Frequently Asked Questions

- How many vacant structure fires does the Fire Department address every year?
- Who investigates structure fires and potential arson?

5. Public Works

Perspective —

- Clean-up and repair of City facilities
- Clean-up of public property and rights-of-way

Roles & Responsibilities —

- Maintain public facilities and parks

Needs —

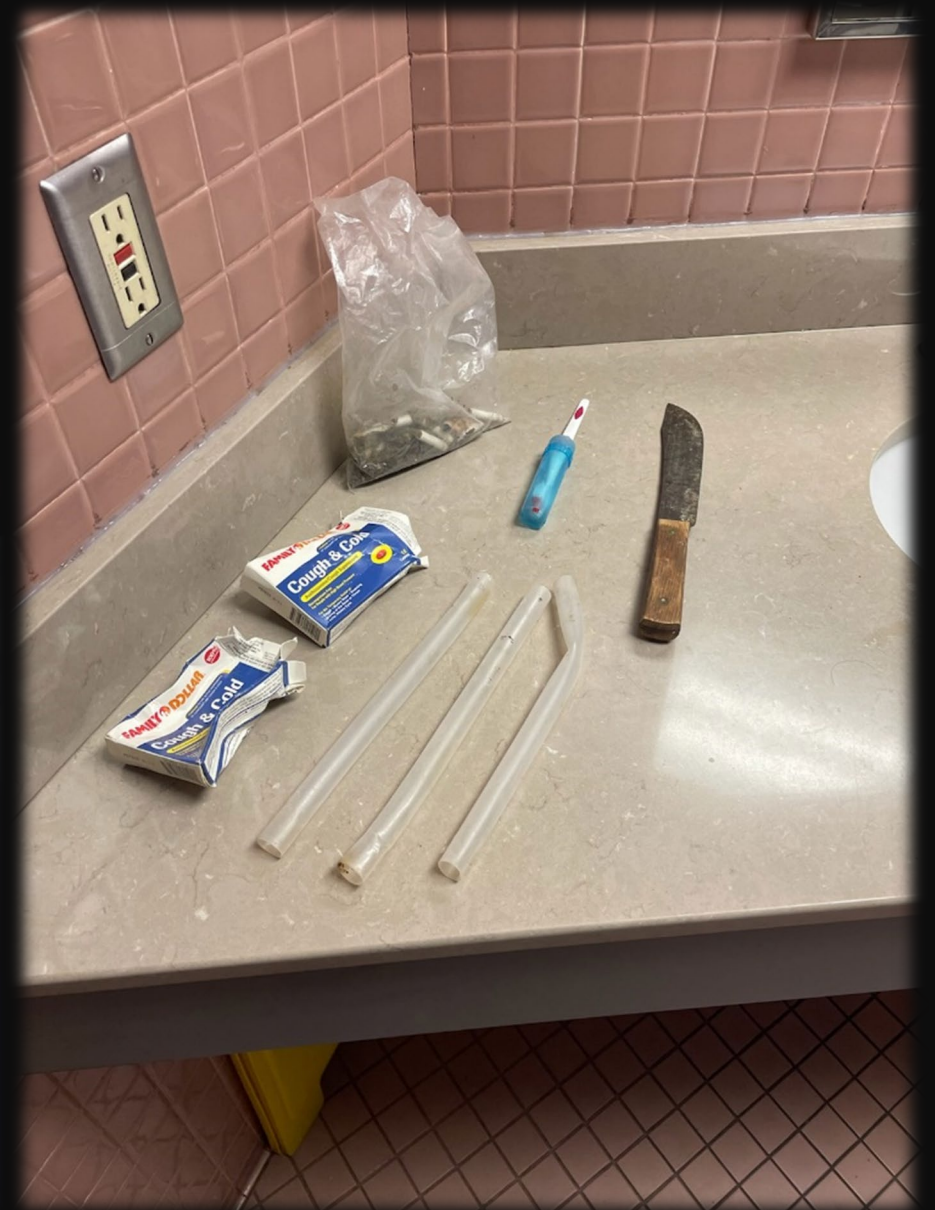
- Safety for employees
- City-wide collaboration
- Improved outreach and information.

- .
- .

Public Works – Activities

Affects all of Public Works

- Homelessness & Vandalism impacts downtown routes, 36 parks, Library restrooms, Senior Recreation, and Splash
- Not staffed to deal with issues & perform actual duties
- Must have employees stand watch, while co-workers perform duties – *due to escalating threats of violence*
- Multiple employees left because of health & safety concerns





Public Works – FAQs

Frequently Asked Questions

- Why does the City not just clean up Main Street?
- What about the alleyways?

Public Works – Legalities

Sidewalks and Alleys = Easements

- Easements held by City for reasonable Public use does not supersede property owner's rights, only grants limited use
 - Owner may reasonably limit that use by time and space with proper signage
 - See Head v. McCracken, 2004 OK 84; see also Pickens v. Tulsa Metro. Ministry, 1997 OK 152

Public Works – Legalities

Sidewalks and Alleys = Easements

- Property owners own, subject to the rights of the public, the sidewalk and alleys abutting the street and portions of alleyways along with neighboring property owners, and those owners are responsible for maintaining the cleanliness thereof
 - Shawnee Ordinances 24-10
 - Shawnee Ordinances 24-8 -- “No property owner, occupant or agent of any property that abuts or adjoins any street or avenue in the city shall allow or permit any animal or vegetable substance; any tin, glass or piece of iron; or any trash, mud, snow, ice, dirt, slop, refuse matter or filth of any kind or description whatever to accumulate or remain on any part of the sidewalk abutting or adjacent to the premises owned or occupied by such person.”

6. City Manager's Office

Perspective —

- Working with all departments
- Informing the public

Roles & Responsibilities —

- Develop Action Plan
- Monitor progress
- Prepare hand-off to non-profit

Needs —

- Departmental expertise
- City-wide collaboration
- Improved outreach and information

City Manager's Office – Activities

Developing New Ordinances & Approaches

- Designated Camping (Emergency Shelter)
- No Camping on Public Property
- Permitting of Downtown Feeding Operations
- Community Service Program
- Turning the Homeless Program over to a Non-Profit

City Manager's Office – FAQs

Frequently Asked Questions

- How quickly can a designated shelter site be established?
- Who will run the shelter site?
- What rules will be in place?
- Who will provide security?

7. Shawnee Community

Perspective –

- Quiet and peaceful enjoyment of their own property and the City's public facilities

Roles & Responsibilities –

- Understand that this is a community-wide issue that requires everyone's assistance
- Gain understanding of the complex issue of homelessness

Needs –

- Safety and security
- A vibrant downtown with minimal vacancies
- Community Survey – *Homelessness is one of the biggest issues*

Shawnee Community – Activities

Ongoing Efforts

- “See Something – Say Something”
- Regular Meetings with Downtown Businesses and Property Owners and the City of Shawnee
- Downtown Property Owners are actively coordinating amongst themselves

8. Immediate Next Steps

Designated Shelter Site –

- Site identification & formulation of site rules
- Finding a Non-Profit to oversee operations

Camping Prohibition on Public Property –

- MUST BE ACCOMPANIED by designated shelter site
- NEW City Code that complies with legal precedence

Permitting of Non-coordinated Feeding Operations –

- Educating responsible groups
- NEW City Code and appropriate enforcement

Addressing out-of-town Drop-Offs –

- Educating responsible private agencies and public entities
- CEASE AND DESIST if needed

City Commission Questions & Answers

