

AGENDA
BOARD OF CITY COMMISSIONERS
JUNE 16, 2025 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 Consent Agenda:

- a. Minutes from the May 22, 2025, rescheduled regular meeting.
- b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the May 7, 2025, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from the April 17, 2025, regular meeting.
 - License Payment Report for May 2025.
 - Project Payment Report for May 2025.
- c. Budget amendments for Fiscal Year 2024 – 2025:

- Fund 010 - Federal Grant Revenue - Police Department
 - Fund 001 - Federal Grant Revenue - Emergency Management
- d. Renewal of the following agreements for Fiscal Year 2025-2026:
- Agreement with South Central Industries, Inc. for Right-of-Way Maintenance Services.
 - Agreement with the Pottawatomie County Public Safety Center for Jail Services.
 - Agreement with REACT Ambulance Authority for Dispatch Services.
 - Agreement with McLoud Fire Department for Dispatch Services.
 - Agreement with Independent School District North Rock Creek 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.
 - Agreement with Grove Elementary School District for Supplemental Police Services.
 - Agreement with Project H.E.A.R.T., Inc. to provide meals to elderly persons.
 - Agreement with Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.
 - Agreement for Shawnee Trap Club for use of City Property known as Shawnee Twin Lakes Trap Range.
 - Agreement with DebrisTech, LLC for emergency disaster preparedness and debris monitoring services.
 - Agreement with DRC Emergency Services for disaster debris removal services.
- e. Mayor Appointments:

- Airport Advisory Board
Colton Crowder 2nd Full Term Expires: July 1, 2028
Reappointment

- Keith Layne 1st Full Term Expires: July 1, 2028
Reappointment

- Garrett Roberts 1st Full Term Expires: July 1, 2028
Effective July 1, 2025
Replaces Larry Briggs - Term Expired

- Board of Adjustment
Rex Hennen 1st Full Term Expires: June 1, 2028
Replaces Holly Gordon - Term Expired

- Shawnee Library Board
Joyce Parsons 1st Full Term Expires: June 30, 2028
Effective June 30, 2025
Replaces Jordan Parsons - Term Expired

- Shawnee Senior Citizens Advisory Board
Joseph Walker 1st Full Term Expires: July 1, 2028
Effective July 1, 2025
Replaces John Belzer - Term Expired

- f. Acknowledge the Management Agreement with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center for Fiscal Year 2025-2026.

- g. Acknowledge receipt of the Pioneer Library System's preliminary budget for Fiscal Year 2025-2026.

- h. Approval of Agreement with Bethel Acres Fire Department for Dispatch Services for Fiscal Year 2025-2026.

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

- 4. Consideration of an agreement with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lake No. 1.

- 5. Consideration of a contract for Economic Development Services between the City of Shawnee, Pottawatomie County, and Shawnee Forward, Inc.

6. Consideration of a grant agreement with the Federal Highway Administration (FHWA) and the City of Shawnee to create a Safe Street and Roads for All (SS4A) Action Plan.
7. Consideration of a sub-recipient agreement with the University of Oklahoma Hudson College of Public Health and the City of Shawnee to create a Safe Street and Roads for All (SS4A) Action Plan.
8. Consideration of the acceptance of the 2025 AARP Community Challenge Grant Agreement.
9. Consideration of an agreement between the City of Shawnee and Marvin Planning Consultants to complete a housing study for the City of Shawnee.
10. Consideration of a contract with Redevelopment Resources to assist with the preparation of a new Community Development Block Grant Consolidated Plan.
11. Consideration of a request to transfer properties via donation to the Tiny Homes Foundation, specifically located at 1407 North Center, 545 North Elm, 535 North Bell, 220 North Oklahoma, 223 South Oklahoma, and 1025 East 10th.
12. Consideration of an ordinance creating Article 17 of Chapter 7 of the Shawnee City Code by enacting a new Section 1 establishing regulations for vacant buildings; requiring registration, maintenance, and security of vacant structures; providing for repealer, providing for codification; providing for severability; and setting an effective date.
13. Consideration of a request for a Final Plat for Shawnee Marketplace, Phase 3. Case No. FPL01-25 | Applicant: Brady Ali Properties, LLC
14. Public hearing regarding a request to rezone from R-1 (Low Density Residential District) to R-2 (Medium Density Residential District) for property located at 1402 East 45th.
Case RZ02-25 | Applicant: Salazar Homes, Inc./Allen Engineering Services, Inc.
15. Consideration of an ordinance to rezone from R-1 (Low Density Residential District) to R-2 (Medium Density Residential District) for property located at 1402 East 45th.
Case RZ02-25 | Applicant: Salazar Homes, Inc./Allen Engineering Services,

Inc.

16. Consideration of a resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2026 through 2030.
17. Consideration of a resolution adopting the Fiscal Year 2025-2026 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2025, through June 30, 2026.
18. Consideration to reschedule the July 21, 2025, Regular Meetings of the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.
19. Consideration of establishing a Shawnee Downtown Revitalization Project Amendment Review Committee related to the City of Shawnee's Tax Increment Financing District (TIF). *(Deferred from the May 22, 2025, City Commission Meeting.)*
20. Consider Bid(s):
 - a. Atoka Casing Extension for Highway 9 Widening (Award)
 - b. Roof Repair at the Shawnee Heart of Oklahoma Exposition Center (Award)
21. Acknowledge Monthly Sales Tax and Budget Reports.
22. Administrative Report(s):
 - a. 2025 Point-In-Time Count - Rian Harkins, Community Development Director
23. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
24. Commissioners Comments
25. Consideration to enter into an executive session for discussion in accordance with 25 O.S. §307B(4), confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest relating to

the Santa Fe Depot.

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

27. 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

MAY 22, 2025 AT 6:00 PM

RESCHEDULED FROM MAY 19, 2025 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Rescheduled Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Thursday, May 22, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Tuesday, April 22, 2025, at 4:11 PM. Mayor Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens

Mayor

Absent

Commissioner Ward 1 - Vice Mayor

Greta Madson

Commissioner Ward 2

Chris Odneal

Commissioner Ward 3

Absent

Commissioner Ward 4

Mark Sehorn

Commissioner Ward 5

Lauren Richter

Commissioner Ward 6

ABSENT: Daniel Matthews, Ashley Fichtner

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Introduction of Shawnee 2025 student/teacher delegation for the Sister Cities exchange trip to Nikaho, Japan:

Adults

Jessica Brown (Chairman)

aLanna Baggett (Teacher)

Students

Sawyer Bias

Emma Bryan

Chloe Gates

Colin Howard

Molly Newsom

Keiko Sanders

Sullivan Smith
Benjamin Wahpepah

The Shawnee 2025 student/teacher delegation for the Sister Cities exchange trip to Nikaho, Japan was introduced.

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

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

Mr. Brandon Lovelace, Ms. Audrey Seeliger, Ms. Kathy Laster, Ms. Kerri Foster, Mr. Fred Turner, and Ms. Cyndi Berger spoke during Citizens Participation.

3. Consider approval of Consent Agenda:

a. Minutes from the April 21, 2025, regular meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the December 4, 2024, and the February 5, 2025, regular meetings.
- Shawnee Beautification, Parks, and Recreation Committee Minutes from the January 16, 2025, regular meeting.
- License Payment Report for April 2025.

- Project Payment Report for April 2025.
- c. Budget amendments for Fiscal Year 2024 – 2025:
- Fund 001 - Federal Grant Revenue - Emergency Management
 - Fund 603 - Insurance Recovery - Parks & Recreation
 - Fund 706 - Donations - Parks & Recreation
- d. Acknowledge the resignation of John Belzer from the Shawnee Senior Citizens Advisory Board effective July 1, 2025.
- e. Acknowledge the resignation of Jordan Parsons from the Shawnee Library Board effective June 30, 2025.
- f. Acknowledge the resignation of Carol Valentine from the Shawnee Urban Renewal Authority effective immediately.
- g. Mayor Appointments:

Shawnee Arts and Culture Commission

Carmen Wolf 3rd Full Term Expires: May 1, 2028
Reappointment

Airport Advisory Board

Bryan Cantrell 1st Full Term Expires: July 1, 2028
Effective: July 1, 2025
Replaces Harmik Dersahakian - Term Expired

Kevin Hanna 1st Full Term Expires: July 1, 2028
Effective: July 1, 2025
Replaces Randall Rogers - Term Expired

Shawnee Senior Citizens Advisory Board

Gary Dowdy 1st Full Term Expires: July 1, 2028
Reappointment

Shawnee Library Board

Amber Mitchell 1st Full Term Expires: June 30, 2028
Reappointment

Board of Adjustment

Brandon Dyer 2nd Full Term Expires: June 1, 2028
Reappointment

Frank Kelly 2nd Full Term Expires: June 1, 2028
Reappointment

- h. Acknowledge Change Order for Public Works Maintenance Facility - Storm Repairs.
- i. Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2025-2026.
- j. Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste

Collection and Management Service.

A motion was made by Commissioner Odneal, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 3(a-j). Motion carried 5-0-0.

AYE: Odneal, Sehorn, Richter, Madson, Stephens

NAY: None

ABSTAIN: None

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

Animal Control Officer Kim Fackler introduced Fanta, a Heeler mix.

Moved to Agenda Item No. 6 by the Power of the Chair.

6. Public Hearing for the City of Shawnee Proposed Five-Year Capital Improvement Plan for Fiscal Years 2026-2030.

Finance Director Kimberly Smith advised there were no changes from the previously proposed Five-Year Capital Improvement Plan (CIP) Fiscal Years 2026-2030.

Mayor Stephens declared a public hearing in session for the City of Shawnee Proposed Five-Year Capital Improvement Plan for Fiscal Years 2026-2030. Mr. Fred Turner and Mr. Rob Morris spoke regarding the item. The public hearing was closed.

7. Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2025-2026.

Finance Director Kimberly Smith advised that there were no changes from the previously proposed Budget for Fiscal Year 2025-2026.

Mayor Stephens declared a public hearing in session for the City of Shawnee Proposed Budget for Fiscal Year 2025-2026. Mr. Rob Morris and Mr. Fred Turner spoke regarding the item. The public hearing was closed.

Commissioner Fichtner arrived at 6:53 P.M.

Moved to Agenda Item No. 5 by the Power of the Chair.

5. Consideration of a resolution of the City of Shawnee, Oklahoma (the "City") approving the incurrence of indebtedness by the Oklahoma Baptist University

Authority (the “Authority”) issuing its note or notes, or other forms of indebtedness, in one or more series, subseries or issuances (collectively, the “note”); providing that the organizational document creating the Authority is subject to the provisions of the note indenture, authorizing the issuance of said note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said note; and containing other provisions relating thereto.

City Attorney Joe Vorndran provided a staff report and advised that Mr. Allan Brooks with The Public Finance Law Group, PLLC was present to answer any questions.

A motion was made by Commissioner Richter, seconded by Commissioner Fichtner, to approve a resolution of the City of Shawnee, Oklahoma (the “City”) approving the incurrence of indebtedness by the Oklahoma Baptist University Authority (the “Authority”) issuing its note or notes, or other forms of indebtedness, in one or more series, subseries or issuances (collectively, the “note”); providing that the organizational document creating the Authority is subject to the provisions of the note indenture, authorizing the issuance of said note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said note; and containing other provisions relating thereto.

Resolution No. 6768 was introduced.

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA (THE “CITY”) APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE OKLAHOMA BAPTIST UNIVERSITY AUTHORITY (THE “AUTHORITY”) ISSUING ITS NOTE OR NOTES, OR OTHER FORMS OF INDEBTEDNESS, IN ONE OR MORE SERIES, SUBSERIES OR ISSUANCES (COLLECTIVELY, THE “NOTE”); PROVIDING THAT THE ORGANIZATIONAL DOCUMENT CREATING THE AUTHORITY IS SUBJECT TO THE PROVISIONS OF THE NOTE INDENTURE, AUTHORIZING THE ISSUANCE OF SAID NOTE; WAIVING COMPETITIVE BIDDING WITH RESPECT TO THE SALE OF SAID NOTE AND APPROVING THE PROCEEDINGS OF THE AUTHORITY PERTAINING TO THE SALE OF SAID NOTE; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

Motion carried 6-0-0.

AYE: Richter, Fichtner, Sehorn, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

Moved to Agenda No. 8 by the Power of the Chair.

8. Consideration to revoke the Cabin Site Lake Lot Lease (Lease No. 2364) for the tract situated at 16700 Clearpond Lane.

Commissioner Fichtner left at 7:04 P.M.

- 9.

The Commission discussed allowing the lessee additional time to resolve the outstanding balance and then reevaluate the revocation of the Cabin Site Lake Lot Lease.

A motion was made by Commissioner Odneal, seconded by Commissioner Madson, to defer the revocation of the Cabin Site Lake Lot Lease (Lease No. 2364) for the tract situated at 16700 Clearpond Lane to the August 18, 2025, City Commission meeting. Motion carried 5-0-0.

AYE: Odneal, Madson, Stephens, Sehorn, Richter

NAY: None

9. Consideration to revoke the Cabin Site Lake Lot Lease (Lease No. 2315) for the tract situated at 16704 Clearpond Lane.

A motion was made by Commissioner Odneal, seconded by Commissioner Madson, to defer the revocation of the Cabin Site Lake Lot Lease (Lease No. 2315) for the tract situated at 16704 Clearpond Lane to the August 18, 2025, City Commission meeting. Motion carried 5-0-0.

AYE: Odneal, Madson, Stephens, Sehorn, Richter

NAY: None

ABSTAIN: None

10. Consideration of an amendment to a consultant services agreement with Freese and Nichols, Inc. for Design Services associated with Twin Lake #1 Dam.

Director of Engineering Seth Barkhimer provided a staff report and explained that the original scope of work and the proposed amendment are both funded

through a grant awarded under the American Rescue Plan Act (ARPA).

A motion was made by Commissioner Madson, seconded by Commissioner Odneal, to approve an amendment to a consultant services agreement with Freese and Nichols, Inc. for Design Services associated with Twin Lake #1 Dam. Motion carried 5-0-0.

AYE: Madson, Odneal, Stephens, Sehorn, Richter

NAY: None

ABSTAIN: None

11. Consideration of a resolution approving a Project Maintenance Agreement (Project Number HSIPG-4000(230)TR; Job Piece No. 36883(04)) for the installation of highway illumination along Interstate-40 at the Kickapoo Avenue Interchange.

Director of Engineering Seth Barkhimer explained the Oklahoma Department of Transportation (ODOT) is proposing a Project Maintenance Agreement for the replacement of highway illumination along Interstate 40 at the Kickapoo Avenue Interchange. ODOT will perform the full replacement of the damaged lighting at no cost to the City. The agreement established the City's commitment to routine maintenance of the new lighting infrastructure.

A motion was made by Commissioner Sehorn, seconded by Commissioner Richter, to approve a resolution approving a Project Maintenance Agreement (Project Number HSIPG-4000(230)TR; Job Piece No. 36883(04)) for the installation of highway illumination along Interstate-40 at the Kickapoo Avenue Interchange.

Resolution No. 6769 was introduced.

A RESOLUTION APPROVING A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF HIGHWAY ILLUMINATION ALONG INTERSTATE 40 AT THE KICKAPOO AVENUE INTERCHANGE.

Motion carried 5-0-0

AYE: Sehorn, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

12. Consideration of a resolution approving a Project Maintenance Agreement (Project Number SSP-263C(117)PM; Job Piece No. 38443(04)) for modification of Traffic Signals at State Highway-18 and Garrett's Lake Road.

Director of Engineering Seth Barkhimer explained the Oklahoma Department of Transportation (ODOT) has submitted a Project Maintenance Agreement for the installation of traffic signals at the intersection of State Highway 18 and Garrett's Lake Road. ODOT will provide design, construction, and project management services. There is no cost to the City for the construction of this project. The agreement established the City's commitment to ongoing maintenance and operation of the traffic signal equipment.

A motion was made by Commissioner Odneal, seconded by Mayor Stephens, to approve a resolution approving a Project Maintenance Agreement (Project Number SSP-263C(117)PM; Job Piece No. 38443(04)) for modification of Traffic Signals at State Highway-18 and Garrett's Lake Road.

Resolution No. 6770 was introduced.

A RESOLUTION APPROVING A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE MODIFICATION OF TRAFFIC SIGNALS AT STATE HIGHWAY 18 AND GARRETT'S LAKE ROAD.

Motion carried 5-0-0.

AYE: Odneal, Stephens, Sehorn, Richter, Madson

NAY: None

ABSTAIN: None

13. Consideration of establishing a Shawnee Downtown Revitalization Project Amendment Review Committee related to the City of Shawnee's Tax Increment Financing District (TIF).

Community Development Director Rian Harkins explained that the Shawnee Downtown Revitalization Project Amendment Review Committee last met in 2017. Since then, several members are no longer living in the Community. Staff recommends the Commission reestablish the Review Committee so potential projects can be reviewed related to the City's Tax Increment Financing (TIF) Districts. Deferring this item to the June 16, 2025, City Commission meeting will allow for the discussion of potential appointees.

A motion was made by Commissioner Odneal, seconded by Commissioner Madson, to defer the establishing of the Shawnee Downtown Revitalization Project Amendment Review Committee related to the City of Shawnee's Tax Increment Financing District (TIF) to the June 16, 2025, City Commission meeting. Motion carried 5-0-0.

AYE: Odneal, Madson, Stephens, Sehorn, Richter

NAY: None

ABSTAIN: None

14. Consideration of a resolution updating the City Fee Schedule by amending portions of the Parks and Recreation Fees pursuant to Sections 21-9, of Chapter 21, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Public Works Director Brad Schmidt explained the proposed resolution will update the Parks and Recreation Fees related to vendors in City Parks. The proposed fee will assist the Parks and Recreation Department in recovering a portion of costs related to litter control, facility maintenance, and scheduling of facility spaces.

A motion was made by Commissioner Odneal, seconded by Mayor Stephens, to approve a resolution updating the City Fee Schedule by amending portions of the Parks and Recreation Fees pursuant to Sections 21-9, of Chapter 21, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Resolution No. 6771 was introduced.

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF THE PARKS AND RECREATION FEES PURSUANT TO SECTIONS 21-9, OF CHAPTER 21 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 5-0-0.

AYE: Odneal, Stephens, Sehorn, Richter, Madson

NAY: None

ABSTAIN: None

15. Annual Review of the Public Safety Fee.

Interim City Manager Mark Simpson explained that in June 2022, the City Commission adopted Ordinance Nos. 2762NS and 2763NS that established a monthly Public Safety Fee charge of \$1.65 per utility account. The ordinances stipulate that the Public Safety Fee be reviewed annually by the City Commission. Staff recommends maintaining the fee at the current rate.

16. Consideration of a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase III.

Case No. PPL01-25 | Applicant: City of Shawnee, Oklahoma

Community Development Director Rian Harkins explained this phase establishes boundary lines for individual lots based on meets and bounds. Staff and the Planning Commission recommend approval of the Preliminary Plat.

A motion was made by Commissioner Sehorn, seconded by Commissioner Richter, to approve a Preliminary Plat for Shawnee Twin Lakes, Lake No. 1, Phase III. Case No. PPL01-25 | Applicant: City of Shawnee, Oklahoma Motion carried 5-0-0.

AYE: Sehorn, Richter, Madson, Odneal, Stephens

NAY: None

ABSTAIN: None

17. Acknowledge Monthly Sales Tax and Budget Reports.

Finance Director Kimberly Smith reported sales tax collections are up One Hundred Seventy-Five Thousand Seven Hundred Sixty-Three Dollars (\$175,763.00) or Zero Point Six-Two Percent (0.62%), over the projected budget year-to-date. She stated that use tax collections are down approximately Two Hundred Forty-Seven Thousand Fifty-Five Dollars (\$247,055.00) or Five Point Five-One Percent (5.51%), below the projected budget year-to-date.

18. 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.

19. Commissioners Comments

The Commission wished everyone a safe Memorial Day.

Commissioner Madson thanked the Veterans who have served and continue to

serve our Country. She also thanked the emergency services that keep our Community safe on these Holiday weekends.

Commissioner Odneal announced a Memorial Day celebration will be held at the Woodland Veterans Park at 11:00 a.m. on Monday, May 26, 2025. He commented on the great things occurring at the Animal Shelter, Health Week, and the May 7, 2025, Ride Your Bike to School Day event at Jefferson Elementary.

Commissioner Sehorn commented on the Shawnee Twin Lake #1 Dam, budget reports, budget process, and thanked Staff.

Commissioner Richter commented on the busy June City Commission agenda.

Mayor Stephens commented on the monthly budget reports and noted the City's budget is not like a regular business budget. He stated the he, Commissioner Fichtner, and Director of Engineering Seth Barkhimer went to a Convention earlier in the week in an attempt to bring new businesses to Shawnee. He noted that good things are coming our way.

20. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:28 p.m.)

ERIC STEPHENS, MAYOR

ATTEST:

KACIE ECK, CMC
SR. DEPUTY CITY CLERK

PLANNING COMMISSION MINUTES

DATE: May 7, 2025

MINUTES

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on May 7, 2025, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Barrett 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, Barrett, Reese, Alexander< Hayes (arrived at 1:34 pm)

Absent: Hembree

Item 1. Consideration of approval of the minutes from the regular meeting on February 5, 2025. Chair Barrett asked for questions or corrections to the minutes.

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

Aye: Johnson, Barrett, Reese, Porter, Alexander,

Nay: None

Abstain: None

Item 2. Consideration of a request for a Preliminary Plat for Shawnee Twin Lakes – No. 1, Phase 3
Case No. PPL01-25 | Applicant: City of Shawnee

Background

The subject property is located to the northwest of the intersection of Highway 102 and Clearpond Road in Sections 14, 15, and 23, Township 10 North, Range 2 East. The property is zoned TL (Twin Lakes), with similar zoning to the north, west, and south, with a small section of C-2 (Regional Commercial) to the north-northwest. The property to the east across Highway 102 is not within the corporate limits of the city and has no zoning designation.

Discussion

Findings and Facts:

- Staff has reviewed the document and finds it sufficient, including the City Engineer and the Fire Marshal

Options:

- Recommending Approval of Case No. PPL01-25, Preliminary Plat for Shawnee Twin Lakes – No. 1, Phase 3 as presented.
- Recommending Denial of the application for PPL01-25, Preliminary Plat for Shawnee Twin Lakes – No. 1, Phase 3 as presented.
- Recommending Deferral of Case No. PPL01-25 with a request for additional and specific information to a certain date.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PPL01-25** for the Preliminary Plat of Shawnee Twin Lakes – No. 1, Phase 3

This application will be heard at the City Commission meeting on Monday, June 16, at 6:00 pm. Staff noted that the Preliminary Plat does not require a public hearing.

Commissioner Johnson made a motion to recommend the **APPROVAL** of **Case No. PPL01-25** which Commissioner Alexander seconded.

Motion passed 6-0-0.

Aye: Reese, Johnson, Porter, Alexander, Barrett, Hayes

Nay: None

Abstain: None

Item 4. Community Development Update

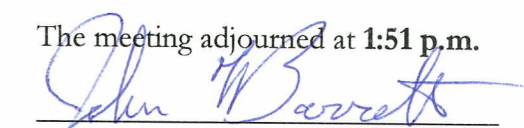
Community Development Director Harkins noted that staff is beginning contract negotiations for a housing study and CDBG Consolidated Plan. Staff is hosting a one-day workshop for the Oklahoma Chapter of the American Planning Association and presenting three sessions at the workshop.

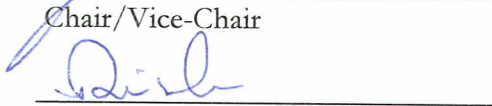
Item 5. Planning Commissioners' Comments

Commissioners expressed excitement and interest in various projects and events happening in the community.

Item 6. Adjournment

The meeting adjourned at 1:51 p.m.


Chair/Vice-Chair


Community Development Director

4 June 2025
Date

6-4-25
Date

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

APRIL 17, 2025 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 17, 2025 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 10:22 A.M. on April 16, 2025. Chairperson Payn presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Absent
Vice Chairperson

Kerri Keck
Committee Member

Absent
Committee Member

Raymond Lutomski Jr.
Committee Member

Sue Nelson
Committee Member

Absent
Commissioner/Committee Member

ABSENT: Sherry Lankford, Vickie Winters,
and Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the January 16, 2025 regular meeting.

A motion to approve the January 16, 2025, minutes was made by Raymond Lutomski Jr. A 2nd was made by Kerri Keck. Motion carried 4-0.

Aye: Chad Payn, Kerri Keck, Raymond Lutomski Jr., and Sue Nelson.

Nay: None

2. Staff Reports

1. Dakota Rains is our new parks supervisor.
2. Splash is still looking to hire 12 lifeguards and 2 maintenance people.
3. Splash is once again offering a youth volunteer program for ages 12-15 and also the Stay At Splash program for ages 13-16.
4. Opening day for Splash is May 23rd and will close August 13, 2025.
5. The parks department planted 5 new trees in Mihura Park and will continue planting trees this month with Wildwood being the last park as it will need dirt work prior to planting. Dirt work will be starting very soon.

6. News channel 4 came to the Recreation Center last month to honor Angie Kelly with their Pay It Forward award.

7. We completed our first site visit for the new splashpads at Boy Scout Park and Optimist Park. Updates will be provided on Facebook and Instagram.

8. Cemetery mapping will go live on Memorial weekend, so the public will be able to search for a loved one at Fairview Cemetery.

3. Consideration of proposed City Fee Schedule in accordance with Sec. 21-9 City Code: Vendors in Recreational Area.

A motion to recommend a city fee schedule in accordance with Sec. 21-9 City Code: Vendors in Recreational Area was made by Kerri Keck. A 2nd was made by Raymond Lutomski Jr. Motion carried 4-0.

Aye: Chad Payn, Kerri Keck, Raymond Lutomski Jr., and Sue Nelson.

Nay: None

4. Discussion of Artwork Project.

Kerri Keck and Vickie Winters met with the arts group regarding putting artwork in the existing flower beds at Harrison and I-40 and the intersection of Bell and 9th Street. They thought this was a great idea and stated they could possibly have funding to help with the projects, but would need to do further research. Kerri will get back with them to discuss the dimensions of each site and hopefully have more information to share at the next meeting.

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

We had no citizens participation at this meeting.

6. Committee Comments

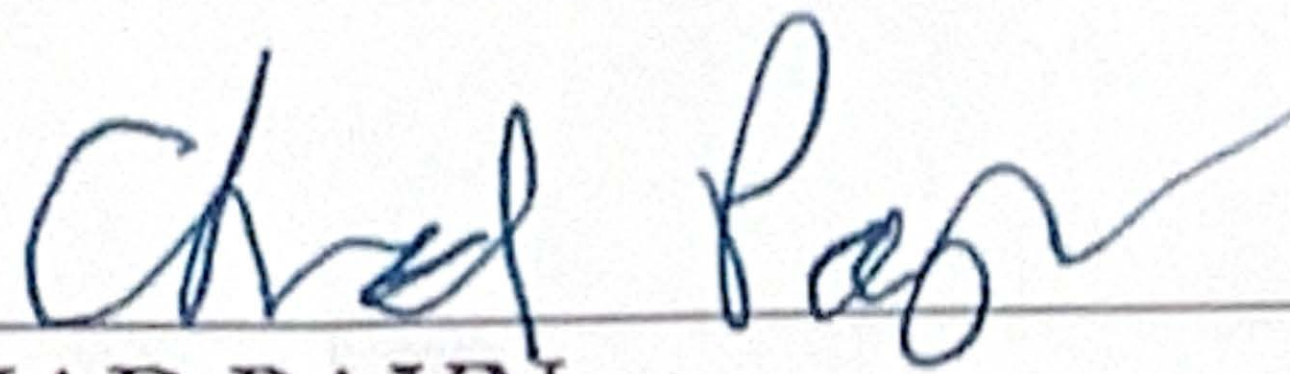
1. Kerri wanted the staff to know they were doing a wonderful job.

2. Chad encouraged committee members to be leaders when out in the community and help work for resolutions to issues being discussed.

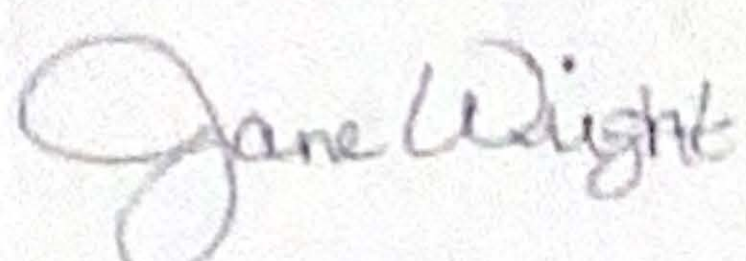
3. Raymond likes seeing newsletter along with the water bill as this lets the community know what is going on throughout the city during the month.

7. Adjournment

Meeting was adjourned at 5:02 p.m.


CHAD PAYN
CHAIRPERSON

ATTEST:


JANE WRIGHT
SECRETARY



Entity Payment Report

05/01/2025 - 05/31/2025

Payment Date	Name	Payment Type	Receipt #	Payment Amount
5/29/2025	\$ - EDWARD MOORE	Check	4332	808.00
5/29/2025	MOODY MECHANICAL INC	Check	4331	75.00
5/29/2025	MOODY MECHANICAL INC	Check	4330	75.00
5/28/2025	GRAND ROOFING COMPANY LLC	Check	4329	50.00
5/28/2025	DOLGENCORP LLC dba DOLLAR GENERAL STORE #25038	Check	4328	450.00
5/28/2025	\$ - BRANDY & JASON HELM	Check	4327	808.00
5/28/2025	\$ - CONNIE ENGLER	Check	4326	15.00
5/28/2025	RAYMOND BURRELL	Check	4325	808.00
5/28/2025	RAYMOND & JENNIFER BURRELL	Check	4324	808.00
5/27/2025	\$ - RONALD & PAULETTE COOK	Check	4323	808.00
5/27/2025	\$ - HARDINS FAMILY PLUMBING LLC	Cash	4322	75.00
5/22/2025	TRU-FUSE ELECTRIC, LLC - SOLAR	IBX CC	4321	75.00
5/22/2025	STREETS, LLC	Check	4320	75.00
5/22/2025	STREETS, LLC	Check	4319	75.00
5/21/2025	KTRK &	Check	4318	808.00

	MICHAEL LOWREY			
5/21/2025	MICHAEL LOWREY	Check	4317	808.00
5/21/2025	SCOT & NANAY SHADID	Check	4316	808.00
5/21/2025	TACOS EL PATRON LLC	Check	4315	905.00
5/21/2025	SCOTT & SONJA MALASKE	Check	4314	808.00
5/19/2025	VETERAN PLUMBING SERVICES, LLC	IBX CC	4313	75.00
5/19/2025	PAPA T'S HEATING AND AIR LLC	IBX CC	4312	100.00
5/19/2025	CASEY'S	Check	4311	450.00
5/19/2025	MICHAEL TULLY	Check	4310	15.00
5/19/2025	ALLIED REFRIGERATION LLC	Check	4309	100.00
5/19/2025	DANIEL HADERER	Check	4308	808.00
5/19/2025	DANIEL HADERER	Check	4307	808.00
5/19/2025	DANIEL HADERER	Check	4306	808.00
5/19/2025	NEW BLUE NOVA, LLC dba KANNON'S CREAMERY & COOKIES	IBX CC	4305	50.00
5/15/2025	BISON PLUMBING SOLUTIONS	IBX CC	4304	100.00
5/14/2025	SAMUEL ROBERTS	Cash	4303	15.00
5/14/2025	HARRISON-ORR AIR CONDITIONING, LLC	IBX CC	4302	100.00
5/14/2025	ANYTIME ELECTRIC LLC	IBX CC	4301	100.00
5/13/2025	R-2 ELECTRIC INC	IBX CC	4300	75.00
5/13/2025	CLEAN RESIDENTIAL	IBX CC	4299	75.00

	ENERGY LLC			
5/12/2025	ACCELL ELECTRIC, LIGHTING & HVAC	IBX CC	4298	100.00
5/12/2025	MARY ANN WICKLINE	IBX CC	4297	15.00
5/12/2025	GRANITE SIGNS UNLIMITED INC	IBX CC	4296	75.00
5/9/2025	MURPHY 2015 REVOCABLE TRUST	Check	4295	808.00
5/8/2025	REID PLUMBING INC	IBX CC	4294	75.00
5/8/2025	LOWES #0005	Check	4293	15.00
5/8/2025	DAVIS ELECTRIC	IBX CC	4292	100.00
5/7/2025	JAKE FARROW ELECTRIC, LLC	IBX CC	4291	100.00
5/7/2025	BRYAN J PFEIFF	Check	4290	15.00
5/6/2025	KASEY MILLER	IBX CC	4289	808.00
5/6/2025	ALAM'S U-SAVE TERMITE & PEST CONTROL	Check	4288	25.00
5/6/2025	ICEBLAST LLC	IBX CC	4287	100.00
5/6/2025	STANLEY PLUMBING SERVICES, LLC	IBX CC	4286	75.00
5/1/2025	SHAWNEE ELECTRIC	Check	4285	75.00
5/1/2025	JIMMY B QUICK PLUMBING	IBX CC	4284	75.00
5/1/2025	PATRIOT POWER SERVICES LLC	Check	4283	75.00
				15,357.00

Total Records: 50

6/4/2025



Monthly - City Clerk

05/01/2025 - 05/31/2025

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20250620	5/29/2025	B - Residential - Remodel	1600 E FARRALL ST	VIKING HAMMER	REMODEL	60,000	2,000	\$429.50
20250619	5/29/2025	PC - Plat - Final		CITY OF SHAWNEE	FINAL PLAT	0	0	
20250618	5/29/2025	B - Accessory Structure	1433 E BRADLEY ST	LARRY HEARD	accessory	31,000	1,225	
20250617	5/29/2025	B - Roof Redeck	4151 N HARRISON AVE	MILLENNIUM ROOFING AND CONSTRUCTION	ROOF REDECK	0	0	
20250616	5/29/2025	M - Mechanical	418 N CHAPMAN AVE	ARCADIA CONSTRUCTION	NEW INSTALLATION	0	0	\$54.50
20250615	5/28/2025	O - Sign	2102 N KICKAPOO AVE B	sign works	GRAND ROOFING PERMANENT SIGN	0	0	\$50.00
20250614	5/28/2025	F - Burn	613 E 10TH ST	KATE JOYCE	BURN PERMIT	0	0	\$29.50
20250613	5/28/2025	M - Mechanical	3315 KETHLEY BLVD	HARRISON-ORR AIR CONDITIONING LLC	3.5 NEW SYSTEM	0	0	\$74.50
20250612	5/28/2025	PC - Zoning Variance		Austin Edelen	Shawnee Marketplace Sign Variance	0	0	
20250611	5/28/2025	P - Plumbing	16 W BURNS	JIMMYS PLUMBING	REMODEL	0	0	\$54.50
20250610	5/28/2025	O - Paving Cut and Boring		DOBSON FIBER	BORE	0	0	
20250609	5/28/2025	P - Plumbing	408 N TUCKER	DALES PLUMBING	GAS TEST	0	0	\$54.50
20250608	5/28/2025	E - Electrical	510 S KICKAPOO AVE	ABOVE ALL ELECTRICAL SOLUTIONS	GENERATOR	0	0	\$54.50
20250607	5/27/2025	B - Roof Redeck	13 OSAGE DR	SHEILA FARTHING	REDECK	0	2,200	\$54.50
20250606	5/27/2025	E - Electrical	3939 N KICKAPOO	RED RIVER ELECTRIC		0	0	\$54.50

			SUITE 100					
20250605	5/27/2025	P - Plumbing	4504 CHURCHILL	HARDINS FAMILY PLUMBING	GAS TEST	0	0	\$54.50
20250604	5/27/2025	E - Electrical	502 S KICKAPOO	ABOVE ALL ELECTRIC SOLUTIONS LLC	NEW INSTALLATION	0	0	\$54.50
20250603	5/27/2025	E - Electrical	405 W DILL ST	SELECT SERVICE ELECTRIC	REMODEL	0	0	\$54.50
20250602	5/27/2025	E - Electrical	412 N DRAPER AVE	SELECT SERVIE ELECTRIC	REMODEL OF BATHROOM AND CORRIDOR	0	0	\$54.50
20250601	5/23/2025	B - Residential - Mobile Home	1104 E WAYNE ST C20	KENNY DOYLE	mobile home	0	0	\$54.50
20250600	5/23/2025	E - Electrical	712 N HOBSON	pete yardy	rewire	3,000	0	\$54.50
20250599	5/23/2025	PC - Minor Subdivision	1536 N LOUISA AVE	Keith Wright	Separating improperly combined lots	0	0	\$200.00
20250598	5/22/2025	M - Mechanical	712 N HOBSON	TRI COUNTY AIR SOLUTIONS	duct work	0	0	\$54.50
20250597	5/22/2025	O - Dog Kennel	521 E ADA	JAMES DUNCAN	SLAB	0	0	
20250596	5/22/2025	E - Water Modification / Extension	2501 RALEY DR	WALLACE DESIGN COLLECTIVE	WATERLINE	0	0	
20250595	5/22/2025	E - Electrical	605 N LOUISA	TRU-FUSE SOLAR	SOLAR PANEL	34,735	505	\$54.50
20250594	5/22/2025	B - Solar Panels	605 N LOUISA	TRU-FUSE SOLAR	SOLAR PANEL	34,735	505	\$111.71
20250593	5/22/2025		605 N LOUISA			0	0	
20250592	5/22/2025	P - Plumbing	1950 N PARK AVE	DALE'S PLUMBING	REPLACE EXISTING	0	0	
20250591	5/22/2025	P - Plumbing	2118 N UNION AVE	DALE'S PLUMBING	REPLACE EXISTING	0	0	\$54.50
20250590	5/22/2025	M - Mechanical	3939 N KICKAPOO SUITE 100	NAUTICAL MECHANICAL	NEW SYSTEM 4 TON	0	0	\$84.50
20250589	5/21/2025	F - Burn	321 S MCKINLEY	PHIL BRANNON	BURN PERMIT	0	0	\$29.50
20250588	5/21/2025	O - Boat Dock	16504 STEVENS RD	HARRISON CONSTRUCTION	NEW CONSTRUCTION	69,000	900	\$54.50
20250587	5/21/2025	B - Commercial - Remodel	704 W AYRE	APOLLO GENERAL CONSTRUCTION	REMODEL	11,000	28,000	\$29.50
20250586	5/21/2025	F - Fire	2505 OVAL DR	CONTROL FIRE	FIRE	0	3.848	\$181.46

		Suppression		SYSTEMS	SUPPRESSION			
20250585	5/21/2025	B - Commercial - Remodel	127 N MINNESOTA	MARK COMBS / SEDONA GENERAL CONTRACTING	REMODEL	38,000	3,144	\$790.50
20250584	5/21/2025	M - Mechanical	31300 HOMER LANE RD	AIR COMFORT SOLUTIONS	NEW SYSTEM 4 TON	0	0	\$84.50
20250583	5/21/2025	E - Electrical	1629 N MARKET	TOP TIER ELECTRIC	REPLACE EXISTING	0	0	\$54.50
20250582	5/21/2025	P - Well	31902 WESTLAKE RD	REDMAN WATER WELL AND PUMP SERVICES INC	WATER WELL	0	0	\$100.00
20250581	5/20/2025	F - Open Air / Tent	815 N HARRISON	CALVARY HEART MINISTRIES	TENT	0	0	
20250580	5/20/2025	E - Electrical	1510 N PARK	KELVIN ELECTRIC	BCW	0	0	\$54.50
20250579	5/20/2025	O - Paving Cut and Boring	1103 N TUCKER	CORNICE UNLIMITED	STREET CUT	0	0	\$60.00
20250578	5/20/2025	M - Mechanical	647 N LOUISA	PAPA TS HEATING AND AIR	NEW SYSTEM 4 TON	0	0	\$84.50
20250577	5/20/2025	M - Mechanical	501 N HARRISON	SPARKS HEAT AND AIR INC	NEW SYSTEM 4 TON	0	0	\$84.50
20250576	5/20/2025	M - Mechanical	1533 N HARRISON AVE	AC DOCTORS	NEW SYSTEM 4 TON	0	0	\$84.50
20250575	5/20/2025	B - Residential - Remodel	202 S DIXON	NICK BONFIGLIO	REMODEL	0	0	\$29.50
20250574	5/19/2025	E - Electrical	127 N MINNESOTA	CONCEPT ELECTRIC	REMODEL	0	0	\$54.50
20250573	5/19/2025	E - Electrical	2500 WINGED FOOT WAY	BOBS ELECTRIC	PLUGS AND WIRES, ACCESSORY BUILDING	0	0	\$54.50
20250572	5/19/2025	E - Electrical	418 N CHAPMAN AVE	DURANGO ELECTRIC LLC	BCW	0	0	\$54.50
20250571	5/19/2025	O - Curb Cut, Driveway and Sidewalk	937 N HARRISON	BRAUM'S INC	REPLACE EXISTING	0	0	
20250570	5/19/2025	B - Storm Shelter	4600 CHURCHILL	SAMANTHA MILLER	NEW INSTALLATION	0	0	\$29.50
20250569	5/19/2025	E - Electrical	1339 E HIGHLAND ST	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20250568	5/16/2025	O - Demolition and Moving	422 S MCKINLEY AVE	WADES SERVICES	DEMOLITION	0	0	
20250567	5/15/2025	B -	413 W	DOMINIC	FINISH OUT	10.000	1.300	\$264.50

		Commercial - Remodel	MACARTHUR	MODESTE	REMODEL			
20250566	5/14/2025	E - Electrical	239 S MCKINLEY	SHAWNEE ELECTRIC INC	REMODEL	0	0	\$104.50
20250565	5/14/2025	E - Electrical	237 S MCKINLEY	SHAWNEE ELECTRIC INC	REMODEL	0	0	\$104.50
20250564	5/14/2025	B - Storm Shelter	1650 N PENNSYLVANIA AVE	FIRESTORM SEPTICS AND SHELTERS	NEW INSTALLATION	5,800	35	
20250563	5/14/2025	E - Electrical	1309 E CHANDLER	JASON TUCKER ELECTRIC	METER BASE INSPECTION	0	0	\$104.50
20250562	5/14/2025	E - Electrical	3315 KETHLEY BLVD	ANYTIME ELECTRIC LLC	REMODEL	0	0	\$54.50
20250561	5/14/2025	E - Transportation Modification / Extension		CITY OF SHAWNEE	WESTECH PAVING	0	0	
20250560	5/13/2025	P - Plumbing	418 W ROSA	DALES PLUMBING	GAS TEST	0	0	\$54.50
20250559	5/13/2025	P - Plumbing	3315 KETHLEY BLVD	HARRISON ORR AIR CONDITIONING	REMODEL	0	0	\$54.50
20250558	5/13/2025	P - Plumbing	518 S AYDELOTTE AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20250557	5/13/2025	E - Electrical	2 ROSE LN	R-2 ELECTRIC	SWIMMING POOL	0	0	\$54.50
20250556	5/13/2025	F - Burn	39201 W MACARTHUR	ALLEN KRAUSSE	BURN PERMIT	0	0	\$29.50
20250555	5/12/2025	P - Plumbing	430 TRAILS END DR	ROWDY BOYS	METER SET	0	0	
20250554	5/12/2025	B - Commercial - Remodel	127 N MINNESOTA	DELBERT TEMPLETON	REMODEL	7,045	3,250	
20250553	5/12/2025	E - Electrical	7311 N HARRISON	ACCEL ELECTRIC LIGHTING & HVAC	FIRE REMODEL	0	0	\$54.50
20250552	5/12/2025	B - Accessory Structure	322 N FLORENCE	S & R LEWIS CONTRACTING AND CONSTRUCTION LLC	NEW CONSTRUCTION	27,000	300	\$54.50
20250551	5/12/2025	P - Plumbing	2 ROSE LN	TOMMYS PLUMBING SERVICE LLC	GAS TEST	0	0	\$54.50
20250550	5/12/2025	F - Burn	4504	christopher	burn permit	0	0	\$29.50

			CHURCHILL	brown				
20250549	5/12/2025	O - Curb Cut, Driveway and Sidewalk	205 N PARK	DAVIDSON CONCRETE	SIDEWALK	0	0	\$50.00
20250548	5/12/2025	P - Plumbing	650 E 45TH ST	HOGUE'S HOMETOWN PLUMBING	WATER TAP	0	0	\$404.50
20250547	5/12/2025	B - Commercial - Remodel	1402 E INDEPENDENCE	JULIE THOMPSON	REMODEL Revised : Exterior coverings only	200,000,000	17,665	\$29.50
20250546	5/12/2025	E - Electrical	16 W BURNS	BMF ELECTRICAL LLC	REMODEL	0	0	\$54.50
20250545	5/12/2025	F - Burn	1702 W DEWEY	MOSES BUTTS	BURN PERMIT	0	0	\$29.50
20250544	5/12/2025	M - Mechanical	1231 N BEARD AVE	WATKINS HEATING AND AIR CONDITIONING	NEW SYSTEM	0	0	\$64.50
20250543	5/12/2025	F - Burn	1104 W DEWEY ST	ROBERT ALLEN	BURN PERMIT	0	0	\$29.50
20250542	5/12/2025	B - Swimming Pool	2 ROSE LN	ROCK CREEK POOLS LLC	NEW INSTALLATION	58,000	448	\$64.50
20250541	5/12/2025	M - Mechanical	16 W BURNS	MULLINGS BROTHERS HEAT & AIR	CHANGE OUT	0	0	\$54.50
20250540	5/12/2025	B - Storm Shelter	326 W 11TH ST	FIRESTORM SEPTICS & SHELTERS	NEW INSTALLATION	7,200	70	\$29.50
20250539	5/12/2025	F - Fire Alarm / Smoke Control System	1102 W MACARTHUR	SUMMIT FIRE & SECURITY	FIRE ALARM	132,148	170,000	\$3,504.50
20250538	5/12/2025	E - Electrical	1800 PECAN CROSSING DR	CLEAN RESIDENTIAL ENERGY	SOLAR PANEL	0	253	\$54.50
20250537	5/12/2025	B - Solar Panels	1800 PECAN CROSSING DR	CLEAN RESIDENTIAL ENERGY	SOLAR PANEL	18,320	253	\$58.35
20250536	5/9/2025	P - Plumbing	302 CLUB HOUSE DR	COLE PLUMBING	COMPLETE REMODEL	0	0	\$54.50
20250535	5/8/2025	P - Plumbing	645 N PARK	CRAP HAPPENS PLUMBING LLC	REPLACE EXISTING	0	0	\$54.50
20250534	5/8/2025	B - Residential - Remodel	418 S PARK AVE	JUSTIN SHERMAN	ABATEMENT REMODEL	40,000	1,320	\$29.50
20250533	5/8/2025	E - Electrical	1214 CAROL DR	KELVIN ELECTRIC	ABATEMENT REMODEL	0	0	\$54.50

20250532	5/8/2025	B - Residential - Remodel	920 N MARKET	KEVIN SMITH	REMODEL - ABATEMENT	15,000	600	\$29.50
20250531	5/8/2025	O - Demolition and Moving	901 E MAIN	TBD	ABATEMENT	0	0	\$50.00
20250530	5/8/2025	PC - Zoning Change	1402 E 45TH	Charles Allen c/o Allen Engineering Services, Inc.	Rezoning at NE/Cor of E. 45th St and Sydney Dr.	0	0	\$350.00
20250529	5/8/2025	O - Demolition and Moving	131 S PENNSYLVANIA	TBD	DEMOLITION	0	0	\$50.00
20250528	5/8/2025	E - Electrical	1315 E MAIN	DAVIS ELECTRIC	NEW SERVICE 200-400AMP	0	0	\$104.50
20250527	5/7/2025	E - Electrical	1801 RICKEY RD	JAKE FARROW ELECTRIC LLC	REPLACE SERVICE	0	0	\$54.50
20250526	5/6/2025	B - Carport	941 N UNION	BUOY BROS CONSTRUCTION LLC	CARPORT	0	500	
20250525	5/6/2025	P - Plumbing	907 N MCKINLEY	STANFIELD PLUMBING	GAS PRESSURE TEST	0	0	\$54.50
20250524	5/6/2025	P - Plumbing	1300 N KENNEDY AVE	REID PLUMBING INC	RELOCATION OF FIRE HYDRANT	0	0	\$54.50
20250523	5/5/2025	B - Residential - New	2738 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250522	5/5/2025	B - Residential - New	2736 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250521	5/5/2025	B - Residential - New	2734 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250520	5/5/2025	B - Residential - New	2732 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250519	5/5/2025	B - Residential - New	2730 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250518	5/5/2025	B - Residential - New	2728 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250517	5/5/2025	B - Residential - New	2726 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250516	5/5/2025	B - Residential - New	2724 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250515	5/5/2025	B - Residential - New	2722 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250514	5/5/2025	B - Residential - New	2720 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250513	5/5/2025	B - Residential - New	2745 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250512	5/5/2025	B - Residential - New	2743 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250511	5/5/2025	B - Residential	2741 BELMONT	J BENTLY	NEW	215,000	1,776	\$976.90

		- New	CIRCLE	CONSTRUCTION	CONSTRUCTION			
20250510	5/5/2025	B - Residential - New	2739 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250509	5/5/2025	B - Residential - New	2737 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250508	5/5/2025	B - Residential - New	2735 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250507	5/5/2025	B - Residential - New	2733 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250506	5/5/2025	B - Residential - New	2731 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250505	5/5/2025	B - Residential - New	2729 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250504	5/5/2025	B - Residential - New	2727 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250503	5/5/2025	B - Residential - New	2725 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250502	5/5/2025	B - Residential - New	2723 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250501	5/5/2025	B - Residential - New	2721 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$976.90
20250500	5/5/2025	B - Residential - New	2719 BELMONT CIRCLE	J BENTLY CONSTRUCTION	NEW CONSTRUCTION	215,000	1,776	\$1,351.90
20250499	5/5/2025	P - Plumbing	2402 N UNION AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20250498	5/5/2025	M - Mechanical	4200 N BRYAN	SPARKS HEAT & AIR, INC	MISCELLANEOUS	0	0	\$54.50
20250497	5/5/2025	P - Plumbing	4001 N CHAPMAN AVE	WEST SHORE HOMES LLC	SHOWER AND TUB CONVERSION	0	0	\$54.50
20250496	5/2/2025	PC - Minor Subdivision	536 N BROADWAY AVE	Calmes Family 2008 Revocable Trust	minor sub - lot split	0	0	\$200.00
20250495	5/2/2025	P - Plumbing	1204 E BRADLEY	WEST SHORE HOME, LLC	REMODEL	2,500	0	\$54.50
20250494	5/2/2025	B - Residential - Remodel	701 W WOOD	MCKASSON CONSTRUCTION	REMODEL	40,000	1,600	\$344.50
20250493	5/1/2025	B - Commercial - Remodel	1829 N KICKAPOO	TBD	REMODEL	0	4,800	\$1,204.50
20250492	5/1/2025	F - Fire Alarm / Smoke Control System	41401 WOLVERINE RD	VSC FIRE AND SECURITY INC	FIRE ALARM	0	141,122	\$3,026.94
20250491	5/1/2025	B - Residential - New	621 HONEY SPRINGS LN	MARIE INVESTMENTS	NEW CONSTRUCTION	200,000	2,584	\$1,623.60

				LLC				
20250490	5/1/2025	B - Residential - New	625 HONEY SPRINGS LN	R&R HOMES LLC	NEW CONSTRUCTION	200,000	2,219	\$1,546.04
20250489	5/1/2025	E - Electrical	1501 N BROADWAY	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20250488	5/1/2025	M - Mechanical	9 W 45TH ST SUITE 500	NAUTICAL MECHANICAL	15 TON NEW SYSTEM	0	0	\$304.50
20250487	5/1/2025	O - Sign	621 W AYRE	SIGN WORKS	POLE SIGN	5,000	50	\$50.00
								\$46,726.20

Total Records: 134

6/4/2025



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

Date: June 16, 2025
To: Board of City Commissioners
From: Kimberly Smith, Finance Director
Subject: Budget amendments for Fiscal Year 2024 – 2025:

Background:

A total budget amendment in the amount of \$15,144 should be considered.

Federal Grant Revenue – The City Police Department receives a grant from Edward Byrnes that can be used for items for the Police Department. The city staff is requesting the amount to be used in FY25 for other materials and supplies. The amount for the appropriation is as follows:

- \$14,344.00 – Other Materials and Supplies

Federal Grant Revenue – Emergency Management receives a grant reimbursing for her training. The city staff is requesting the amount to reimburse in FY25 for training conferences. The amount for the appropriation is as follows:

- \$800.00 – Training Conferences

Financial Impact:

Attachments:

Staff Recommendation:

**CITY OF SHAWNEE
2024-2025 BUDGET AMENDMENT
FEDERAL GRANT REVENUE**

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
010	41010			FEDERAL GRANT REVENUE	(900,565.82)	(14,344.00)	(886,221.82)
				Total	(900,565.82)	(14,344.00)	(886,221.82)

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
010	5-0620-52500			OTHER MATERIAL & SUPPLIES	11,623.18	14,347.00	25,970.18
					-	-	-
					11,623.18	14,347.00	25,970.18

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate grant monies into Other Materials & Supplies for expenditures in FY25 for Patrol.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

**CITY OF SHAWNEE
2024-2025 BUDGET AMENDMENT
FEDERAL GRANT REVENUE**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	41010			FEDERAL GRANT REVENUE	(32,417.58)	(800.00)	(31,617.58)
				Total	(32,417.58)	(800.00)	(31,617.58)

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0740-53400			TRAINING CONFENCES	83.83	800.00	883.83
					-	-	-
					83.83	800.00	883.83

Approved by the City Commission this _____

Explanation of Budget Amendment:

To appropriate grant monies into Training Conferences for reimbursement in FY25 for Emergency Management.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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



AGREEMENT FOR ROW MAINTENANCE SERVICES

This contract made and entered into this 1st day of July 2025, between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and South Central Industries, Inc., 130 North Louisa, Shawnee, Oklahoma, hereinafter referred to as "Contractor".

WHEREAS, the Contractor has submitted a Proposal pursuant to a request by the City of Shawnee to furnish trash pickup on the City right of ways.

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, it is understood and agreed by and between Contractor and City that:

1. The term of this contract is from July 1, 2025, to June 30, 2026.
2. The City may discontinue the contract with no penalty upon thirty (30) days' written notice to the Contractor at any time.
3. The City agrees to pay and the Contractor agrees to accept in full consideration for the performance of the Contractor's obligations, the sum of \$1,995.00 (One Thousand Nine Hundred Ninety-Five Dollars) per month.
4. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.
5. Contractor shall not assign this contract to another party, company, partnership, or corporation without specific approval in writing from the City.
6. This Contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.
7. The Contractor shall procure a policy of Workers' Compensation Insurance and shall procure a policy of liability insurance, the terms, limits, and conditions of which shall be acceptable to the City.
8. The Contractor shall furnish transportation for its workers to and from the various Right of Way locations and transport trash to dumpsters at various locations. Cleanup location list attached to contract.
9. The City shall provide necessary supplies so the Contractor can pick up trash in accordance with the list.
10. It is agreed this agreement shall not be construed as a Joint venture agreement or partnership between the City and the Contractor, and the Contractor is not an agent or entity of the City. On the contrary, the Contractor is an independent contractor and shall be responsible for its acts and omissions.

CLEANUP LOCATIONS

- Kickapoo 1 (both sides) 45th to North edge of Shawnee Mall
- Kickapoo 2 (both sides) 45th to Hazel Dale Road (Pistol Range)
- Mission Parkway Kickapoo to Dead End East
- Mall Drive Kickapoo to Harrison
- Harrison (both sides) MacArthur to Wolverine (including Westech ¼ mile East)
- Bryan (both sides) 45th to Highland (North-South)
- Highland (both sides) Bryan to River Bridge
- Gordon Cooper (both sides) Farrall to River Bridge
- Farrel (both sides) Leo to Pottenger (no medians)
- Leo Street 1 (both sides) Farrall North to George Fisher
- Lake Road (both sides) Kennedy to river Bridge
- Lake Road (both sides) HWY 102 & Lake Road
- Daley Lane (both sides) South off of Lake Road East of HWY 177 (dirt road)
- Kickapoo Spur (both sides) Kickapoo to SH-177 & Clover Leaves (no median)
- Independence (both sides) Airport Drive to Expo Center
- MacArthur (both sides) SH-177 to Airport Drive
- Leo 2 (both sides) 45th to MacArthur
- Acme (both sides) 45th to MacArthur
- 45th (both sides) Leo to Bryan (East & West)
- Union (both sides) 45th to ¼-mile South

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this _____ day of _____, 2025.

CITY OF SHAWNEE, OKLAHOMA

ATTEST:

BY: _____

Mark Simpson
CITY MANAGER

BY: _____

Lisa Lasyone, CMC
CITY CLERK
(seal)

SOUTH CENTRAL INDUSTRIES, INC.

ATTEST:

BY: _____

Tina Hanna
CEO

Niki McGuire
NOTARY PUBLIC
(seal)



POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this 1 day of July 2025, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center Trust ("PCPSCT").

WITNESSETH:

WHEREAS, the PCPSCT has a jail facility with sufficient capacity to aid the City of Shawnee, should the need occur, in housing its inmates and detainees; and

WHEREAS, Title 19 of the Oklahoma Statutes (1981), Sections 751 and 752 contemplate such agreements between cities and counties; and

WHEREAS Title 74 of the Oklahoma Statutes (1981), Section 195, requires such contracts to be executed in accordance with the inter-local Cooperation Act and that the jail facility involved shall meet certain standards; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et seq., known as the inter-local Cooperation act; and

WHEREAS, the cost of operating the Pottawatomie County Public Safety Center has increased due to the cost of labor, requiring an increase in fees paid by the City of Shawnee to the PCPSCT for the housing of inmates and detainees; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30 day of June 2026
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSCT.

2) **CHANGE(S):**

Both Parties shall agree in writing to any terms that would cause an increase in the cost of any part of this agreement. Any effort undertaken by either party without such agreement, involving legal fees, shall be at their own expense.

3) **NO SEPARATE LEGAL ENTITY:**

No separate legal entity or organization shall be deemed created by virtue hereof.

4) **PURPOSE:**

The purpose of this Agreement is to provide for the incarceration of City of Shawnee inmates and to otherwise coordinate booking and detention functions.

5) **DEFINITIONS:**

The terms 'City of Shawnee Prisoners' or 'City of Shawnee Inmates' shall be defined and refer only to those prisoners or inmates held on City of Shawnee charges and/or warrants. It shall not include prisoners or inmates booked in on non-municipal warrants, state charges, or charges for any other state, county, municipality, or other law enforcement agency.

6) **MANNER OF FINANCING:**

This Agreement shall be financed by the City Commissioners on behalf of the City of Shawnee under the applicable Statutes of the state of Oklahoma.

7) **TERMINATION/DISPOSITION OF PROPERTY:**

In the event of any termination of this agreement earlier than the 30th day of June 20~~26~~ "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

8) **OTHER MATTERS:**

The purpose of this Inter-Local Cooperation agreement shall be accomplished as anticipated and set out herein.

9) **COMPENSATION:**

As compensation for the services set out below, the City of Shawnee agrees to pay the PCPSC the sum of Sixty Dollars (\$60.00) per day for each person incarcerated in said facility. Said amounts are to be paid monthly. PCPSC agrees to prepare and submit statements no later than the 15th day of each month. Provided further all payments shall be made upon the timely submission of a claim form, approved by the Board of City Commissioners of Shawnee, to Statutory and Charter requirements. The City of Shawnee agrees to pay all invoiced amounts within thirty (30) days of receipt.

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out before midnight (12:00 A.M.). If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond midnight (12:00 a.m.), the first day's fee is waived.

In consideration of said payments, the PCPSC will operate and maintain the jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

10) **SERVICES:**

In exchange for the compensation (paragraph 8), the PCPSCT agrees to provide the following services:

- (a) The PCPSCT hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.
- (b) The PCPSCT shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours to conduct official business in the course of the investigative process.
- (c) The Executive Director of the PCPSCT shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.
- (d) The City of Shawnee through the Police Department, Municipal Court, and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records, or any other information regarding inmates at no additional charge.

(e) **Exclusions:**

- 1. PCPSCT shall NOT provide services for excess inmate property storage. PCPSCT will not be responsible for any inmate property in excess. Excess is defined as any item that can not be contained in the provided inmate tote storage system. The tote is approximately L: 21 W: 15.5 D: 8.5 inches. Any item that cannot fit into these dimensions with the lid properly secured will not be accepted. This means items such as large backpacks, bicycles, etc. will NOT be accepted and SHALL NOT be left at the facility. Any excess inmate property will be the sole responsibility of the City of Shawnee.
- 2. PCPSCT shall NOT provide services for City of Shawnee inmates in a state of mental health crisis. City of Shawnee inmates meeting the criteria for, or requiring an Emergency Detention (ED), will NOT be accepted, or if previously accepted will NOT continue to be housed at PCPSC. Upon the release of a City of Shawnee inmate in crisis, the City of Shawnee will be responsible for ALL steps in the ED process. This includes the initial assessment. Any transportation to a mental health facility for an inmate in crisis shall be the sole responsibility of the City of Shawnee.

11) **TRANSPORTATION:**

The City of Shawnee shall be responsible for all transportation of City of Shawnee inmates to and from the jail facility.

Additional Transportation Services: In the event of a medical emergency PCPSCT will provide The City of Shawnee with additional transport services at a rate of \$40 per hour per officer with a four-hour minimum required for all emergency transports. Any emergency transport that exceeds the four-hour minimum will continue to be billed at \$40 per hour per officer until the transport ends. The transport billing begins when the officer is called to complete the transport and ends once the inmate has been returned to their housing unit, or until released by the City of Shawnee. PCPSCT will only provide emergency transports for inmates who have already completed the booking process.

Additional Transport Service Exclusions:

- (a) PCPSCT will **not** provide emergency transports for intakes as they arrive at the facility or those who are found to require medical services during the initial intake process. It will be the City of Shawnee officer's responsibility to get the required medical clearance prior to acceptance.
- (b) PCPSCT will not provide emergency transports for any inmate requiring an Emergency Detention (ED). These will continue to be the responsibility of the City of Shawnee.

12) **TRANSITION:**

PCPSCT shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, under to this Agreement on the 1 day of July 2025

13) **MEDICAL CARE:**

The PCPSCT agrees to accept and provide for the secure custody, care, and safekeeping of City of Shawnee inmates in accordance with State and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

PCPSC agrees to provide the City of Shawnee inmates with the same level of medical care and services provided to other inmates.

EXCLUSIONS- PCPSCT will NOT provide standard medical appointment transports. In the event of a medical emergency, the "Additional Transport Services" under section 11 of this contract apply.

In a psychiatric situation requiring medical transport PCPSC will NOT provide any ED services for the City of Shawnee.

PCPSCT and the City of Shawnee agree that in the event an arresting officer delivers an inmate to the jail and it is determined that said inmate requires immediate medical care, the City of Shawnee shall be responsible for transporting the inmate to medical care while preserving the City of Shawnee's protection from medical expenses pursuant to 11 O.S. 14-113.

14) **SEVERABLE LIABILITY:**

This Agreement shall not be construed as creating any agency or third-party beneficiary agreements in any form or manner whatsoever.

Both Parties assume responsibility for their personnel, and will make all deductions for Social Security, withholding taxes, contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act.

Both Parties herein shall be exclusively liable for loss resulting from torts or the torts of their employees acting within the scope of their employment subject to the limitations and expectations specified in the Governmental Tort Claims act, 51 O.S. 1990 Supp. 151-171, therefore, neither Party shall be liable for the acts or omissions of the other Party.

15) **TERMINATION:**

(a) This Agreement may be terminated by either Party for any reason, or no reason, upon thirty (30) days written notice to the other party.

(b) This agreement may be terminated by either Party for a cause upon the passage of thirty (30) days, subsequent to the mailing of notice stating the cause and the requested cure, where the cause has failed to be cured.

16) **NOTICES:**

All notices required under this agreement shall be in writing and shall be mailed to the following addresses:

If to the City of Shawnee: Board of Officials for Shawnee
 16 W 9th Street
 Shawnee, OK 01

Chief of Police
16 W 9th Street
Shawnee, OK 74801

If to PCPSC: Breonna Thompson, Executive Director
 Pottawatomie County Public Safety Center
 14209 HWY 177
 Shawnee, OK 74804

17) **FISCAL LIMITATIONS:**

The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for the said purpose under the laws of the State of Oklahoma. In the event of failure to so appropriate, timely notice shall be given and this Agreement may be terminated by the other Party.

18) **NON-ASSIGNABLE:**

This Agreement shall be non-assignable, but shall be binding upon and shall adhere to the benefit of the Parties and their respective successors.

19) **SEVERABLE:**

The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

20) **LAWS/REGULATIONS:**

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et. Seq., on minimum standards for jails shall specifically apply.

21) **MULTIPLE COUNTERPARTS:**

This Agreement shall be executed in multiple counterparts, each of which shall be deemed an original.

22) **SECURITY:**

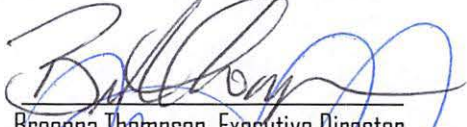
City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind relating to its operation.

23) **COMPLETE AGREEMENT:**

This is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this agreement and authorized the signatures below as of the dates there set out.

APPROVED by the Executive Director (or Designee) of the Pottawatomie County Public Safety Center
on this 23 day of May 2025.



Breonna Thompson, Executive Director


Designee/Witness

APPROVED by the Board of Officials of Shawnee, Oklahoma this _____ day of _____
20____

BOARD OF CITY OFFICIALS OF
SHAWNEE, OKLAHOMA

, Mayor

, Vice Mayor

, Commissioner

ATTEST:

, City Clerk

APPROVED as to form and legality this _____ day of _____ 20____

, Legal Counsel for City of Shawnee

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2025 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

WHEREAS, REACT provides emergency response service to the citizens of the City of Shawnee; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for REACT and has experience in being the primary respondent for dispatching emergency medical assistance; and

WHEREAS, it is the intent of the CITY and REACT to enter into a mutual cooperation agreement to arrange dispatch service for REACT to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.
2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.
3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2025 and to continue until June 30, 2026.
4. In consideration for the dispatch services provided by the CITY, REACT agrees to pay to the CITY Thirty-Five Thousand Five Hundred Dollars (\$35,500.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of Two Thousand Nine Hundred Fifty-Eight Dollars and Thirty-Three Cents (\$2,958.33).
5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.
6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

7. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement shall expire June 30, 2026. This Agreement may be renewed or extended by agreement of both parties thereafter.

10. This Agreement may be terminated by either party without cause upon thirty (30) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chairman of the REACT Ambulance Authority.

11. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

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

CITY OF SHAWNEE

(SEAL)
ATTEST:

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

REACT AMBULANCE AUTHORITY

ATTEST/NOTARY:

DIRECTOR

Name: _____
Title: _____

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2025 between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and "Mcloud Fire Department" (hereinafter "MCLOUD FD").

WITNESSETH:

WHEREAS, MCLOUD FD provides emergency response services; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for MCLOUD FD and has experience in being the primary respondent for dispatching emergency assistance; and

WHEREAS, it is the intent of the CITY and MCLOUD FD to enter into a cooperation agreement to arrange dispatch service for MCLOUD FD to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for MCLOUD FD, including both telephone and radio communications to assist MCLOUD FD in providing emergency services.

2. The CITY agrees to be the primary respondent in taking calls on the Nine-One-One (9-1-1) emergency line for MCLOUD FD.

3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2025, and to continue until June 30, 2026.

4. In consideration for the dispatch services provided by the CITY, MCLOUD FD agrees to pay to the CITY Six Thousand Dollars (\$6,000) for the term of this Agreement, with payments to be made monthly in the amount of Five Hundred Dollars (\$500).

5. Both parties agree that MCLOUD FD is an independent contractor for purposes of this Agreement and is not an employee of the CITY. MCLOUD FD shall be responsible for its own insurance, payroll taxes, and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between MCLOUD FD and the CITY, other than the provisions stated in this Agreement.

6. MCLOUD FD shall be responsible for its own radio contract to include programming, maintenance, and purchasing of radio equipment, including the one-time cost to add an additional radio channel to the CITY audio logging equipment.

7. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

8. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement shall expire June 30, 2026. This Agreement may be renewed or extended by agreement of both parties thereafter.

11. This Agreement may be terminated by either party without cause upon three hundred sixty-five (365) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Mcloud Fire Chief of the MCLOUD FD.

12. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on

_____:

MCLOUD FIRE DEPARTMENT

ATTEST/NOTARY:

Printed Name:

Title: _____

Printed Name: _____

Title: _____

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

MARK SIMPSON

INTERIM CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

Approved as to form and legality on _____.

JOE VORNDRAN, CITY ATTORNEY

Gave to Brad 4/15/25
to take to PD.

NORTH ROCK CREEK
SCHOOL AGREEMENT

This agreement made and entered into this 1st day of July, 2025, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District North Rock Creek of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of North Rock Creek Schools through the placement of a police officer in said school on a full-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2025 through the 30th day of June, 2026. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICER: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the North Rock Creek Schools. Full-time will be considered as 8 hours on site duty time. Officer shall serve the District full-time as assigned to the North Rock Creek Schools. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officer as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City the Actual Costs to cover the salary, uniform allowance, and weapons allowance of the police officer. This consideration remains unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on 4-15-25.

CITY OF SHAWNEE,
SHAWNEE, OKLAHOMA

(SEAL)
ATTEST:

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE, MMC, CITY CLERK

NORTH ROCK CREEK SCHOOLS
OF POTTAWATOMIE COUNTY,
STATE OF OKLAHOMA

BH

Superintendent

ATTEST:

Clerk

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY

AGREEMENT

This agreement made and entered into this 1st day of July, 2025, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of the public schools of the District through the placement of police officers in said school on a full-time/half-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2025, through the 30th day of June, 2026. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officers and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officers shall be certified police officers of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICERS: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officers shall at all times, remain as police officers of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officers shall be assigned on a full-time basis to District to serve as police officers to provide increased safety and security within the buildings known as the Shawnee High School and the Shawnee Middle School. Full-time will be considered as 8 hours on site duty time. One officer shall serve the District full-time as assigned to the Shawnee High School; a second officer shall serve on a full-time basis assigned to Shawnee Middle School. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officers as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to the City Actual Cost not to exceed 192,991.76 to cover the salary, uniform allowance, and weapons allowance of the police officers. This consideration remains unchanged unless there are changes of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officers in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on the _____.

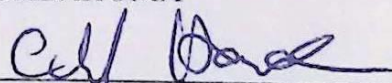
CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

(SEAL)
ATTEST:

MARK SIMPSON
INTERIM CITY MANAGER

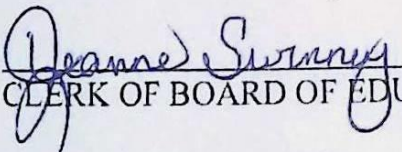
LISA LASYONE, MMC, CITY CLERK

INDEPENDENT SCHOOL DISTRICT NO. 93
OF POTTAWATOMIE COUNTY, STATE OF
OKLAHOMA



BOARD PRESIDENT

(SEAL)
ATTEST:



CLERK OF BOARD OF EDUCATION

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA
CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE
SERVICES

This Contract made and entered into this 1st day of July, 2025, by and between the Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations.

NOW, THEREFORE, the Authority and the City agree as follows:

Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.

- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/ she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
 2. Establish and maintain an ongoing line of communication with Beat/ Zone Commanders and other police personnel;
 3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/ Zone Commanders and identified community representatives, and political leadership, e.g., mayor and council members.
 4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.
 5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis (at minimum) with Authority staff to address problems and needs in Authority areas.
- K. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- L. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/ mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;

4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations -The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services - Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment - Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.
 4. Modification/Damage -The Authority will make reasonable modifications, including minor structural, electrical, and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.
- The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
- D. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.

- E. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:

1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed as deemed necessary.
3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/ or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

Communications, Reporting and Evaluation

- A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports/police reports to the Authority at the conclusion of each month and forward the original report to the Authority's designee by e-mail. These reports will include all incidents on housing authority property or incidents involving residents of the housing authority. In addition to the incident/police reports, the police department will also e-mail all call logs involving housing authority property.

2. Media Coordination

The police department will relay to the Executive Director, or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that the contract for the provision of supplemental police services will be reviewed annually to ensure that the contract furthers crime prevention in all areas of housing properties.

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

Plan of Operations

- A. The purpose of this contract is to identify ways to decrease crime in and around public housing developments. Police presence and response to calls involving housing residents are considered a priority in reducing crime.

Term of Contract

The term of this Contract shall be for one (1) year beginning on the date approved by both parties.

Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed (\$56,540.00) in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries (Reimbursement of Law Enforcement over and above the baseline of services.)	<u>\$ 56,540.00</u>

Administrative Liaison Officer	\$ <u>0.00</u>
Prorated Salary and Benefits	
Communications/Other Miscellaneous	\$ <u>0.00</u>
Expenses/Equipment	

- B. The Authority shall reimburse the police department on a quarterly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$56,540.00 for one full-time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
Invoice
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Housing Authority of the City of
 Shawnee, OK 601 West 7th Street
 P.O. Box 3427
 Shawnee, OK 74802-3427

City: City of Shawnee
 Shawnee Police Department
 P.O. Box 1448
 Shawnee, OK 74802-1448

Construction of Laws

This Contract is made and entered into in the City. All questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

Entire Contract

The Contract shall consist of the following component arts:

- (a) This Contract.
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Director of Administration
Housing Authority of the City of Shawnee, OK

Executive Director
Housing Authority of the City of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

Approved as to form:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

Approved as to form and legality on _____.

City Attorney
City of Shawnee, OK

Grove Elementary School District
SCHOOL AGREEMENT

This agreement made and entered into this 30th day of June, 2025, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Grove Elementary School District (63-C027) of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of Grove School through the placement of a police officer in said school on a full-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2025 through the 30th day of June, 2026. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICER: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the Grove School. Full-time will be considered as 8 hours on-site duty time. Officer shall serve the District full-time as assigned to the Grove School. Provided that in the event of an emergency as determined by the Chief of Police of City of Shawnee, the City shall have a right to reassign said officer as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City the Actual Costs to cover the salary, uniform allowance, and weapons allowance of the police officer, all of which is prorated to cover 9 months of the officer's salary and allowances, designed to span up to 180 instructional days at each school site. This consideration remains unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any City police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on _____.

CITY OF SHAWNEE
SHAWNEE, OKLAHOMA

ATTEST:

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

GROVE ELEMENTARY SCHOOL DISTRICT
OF POTTAWATOMIE COUNTY
STATE OF OKLAHOMA

ATTEST:

SUPERINTENDENT

CLERK

APPROVED as to form and legality on _____.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Lease Agreement

This Agreement is entered into this 1st day of July, 2025 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, 2025 and ending the 30th day of June, 2026. 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

MARK SIMPSON
INTERIM 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 _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE SHOTGUN CLUB, collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Sporting Trap area of the Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the SHAWNEE SHOTGUN CLUB agree as follows:

1. The City hereby grants the right and privilege to the SHAWNEE SHOTGUN CLUB to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, East half of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2025 and end on June 30, 2026 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the SHAWNEE SHOTGUN CLUB, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the SHAWNEE SHOTGUN CLUB shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the SHAWNEE SHOTGUN CLUB shall become the property of the City unless otherwise mutually agreed to in writing by the

City and the SHAWNEE SHOTGUN CLUB. The Parties acknowledge that the SHAWNEE SHOTGUN CLUB shall pay to the City a sum of One Dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the SHAWNEE SHOTGUN CLUB.

3. Before any changes are made in the improvements, structures, or land and before the construction of any permanent building, the SHAWNEE SHOTGUN CLUB shall obtain approval from the City Manager or his designee for such changes or construction costing Fifty Thousand Dollars (\$50,000.00) or less. All changes or construction costing in excess of Fifty Thousand Dollars (\$50,000.00) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the SHAWNEE SHOTGUN CLUB solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting sport traps, and associated supportive services. Any other use of the Property area must be approved by the City. The SHAWNEE SHOTGUN CLUB shall provide the City with by-laws, league rules, league registration fees and schedules of all the SHAWNEE SHOTGUN CLUB activities. It is further agreed between the Parties that the SHAWNEE SHOTGUN CLUB shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the SHAWNEE SHOTGUN CLUB makes the property available for use by others, the SHAWNEE SHOTGUN CLUB shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The SHAWNEE SHOTGUN CLUB shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The SHAWNEE SHOTGUN CLUB may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for SHAWNEE SHOTGUN CLUB or for the conduct of a function not sponsored by SHAWNEE SHOTGUN CLUB. SHAWNEE SHOTGUN CLUB will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.
6. The SHAWNEE SHOTGUN CLUB will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the SHAWNEE SHOTGUN CLUB, its invitees, employees, representatives

and successors from the failure of the SHAWNEE SHOTGUN CLUB to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by SHAWNEE SHOTGUN CLUB, its employees, officers, successors and assigns resulting in injury of any kind.

7. The SHAWNEE SHOTGUN CLUB, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the SHAWNEE SHOTGUN CLUB against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the Sporting Trap area by any entity other than SHAWNEE SHOTGUN CLUB will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and SHAWNEE SHOTGUN CLUB to be covered by the policy.
8. The Shawnee Shotgun Club will share the building space with the Trap Club (currently the STLTC). The SHAWNEE SHOTGUN CLUB will provide maintenance to Sporting Trap area including mowing of the area, cost share with the STLTC janitorial and sanitizing service and supplies, trash receptacles and liners to be disposed of on an as needed basis, field supplies and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the SHAWNEE SHOTGUN CLUB. The SHAWNEE SHOTGUN CLUB will be responsible for helping with minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the SHAWNEE SHOTGUN CLUB for at least one (1) year after construction and during warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The SHAWNEE SHOTGUN CLUB shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The SHAWNEE SHOTGUN CLUB shall exercise a high degree

of care in ensuring grounds are continually in good repair during the term of this agreement. The City shall be charged for electric services and the SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to conserve electric. The SHAWNEE SHOTGUN CLUB will provide and pay for their own phone service.

9. The SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to make its customers aware of parking regulations during SHAWNEE SHOTGUN CLUB activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.
10. The SHAWNEE SHOTGUN CLUB agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex, or national origin.
11. If any person believes that the SHAWNEE SHOTGUN CLUB has violated the provisions of this Agreement and has exhausted all appeal procedures through the SHAWNEE SHOTGUN CLUB Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the SHAWNEE SHOTGUN CLUB, provide it with a copy of the complaint, and give the SHAWNEE SHOTGUN CLUB ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the SHAWNEE SHOTGUN CLUB, advise of a ruling on the matter. Failure of the SHAWNEE SHOTGUN CLUB to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the SHAWNEE SHOTGUN CLUB Board. Alternatively, the SHAWNEE SHOTGUN CLUB may designate one (1) person to serve as liaison between the SHAWNEE SHOTGUN CLUB and the City Parks Department to address issues regarding maintenance and program administration. The SHAWNEE SHOTGUN CLUB will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of fifty thousand dollars (\$50,000.00). The SHAWNEE SHOTGUN CLUB shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.

13. The SHAWNEE SHOTGUN CLUB shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the SHAWNEE SHOTGUN CLUB and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnees Shotgun Club, by their representatives, set their hands to this Agreement on _____.

THE CITY OF SHAWNEE, OKLAHOMA

ATTEST:
(SEAL)

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE, MMC, CITY CLERK

SHAWNEE SHOTGUN CLUB

PRESIDENT/CHAIRMAN

SECRETARY/NOTARY

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

AGREEMENT

This Agreement ("Agreement") is entered into between the CITY OF SHAWNEE, a municipal corporation LESSOR ("City"), and the SHAWNEE TWIN LAKES TRAP CLUB, INC., LESSEE (STLTC), collectively the ("Parties").

WHEREAS the City is the owner of public property and facilities known as, The Shawnee Twin Lakes Trap Range, in the City of Shawnee, Pottawatomie County, State of Oklahoma, and;

WHEREAS the City recognizes that the Trap Range and facilities located at the North East corner of Patterson Road and Hardesty Road shall be used for certain recreational purposes for the benefit of the health, safety and welfare of the residents of the of the City of Shawnee, and;

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Trap Range and the use of City property.

NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the STLTC agree as follows:

1. The City hereby grants the right and privilege to the STLTC to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, West side of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2025 and end on June 30, 2026 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the STLTC, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the STLTC shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the STLTC shall become the property of the City unless

otherwise mutually agreed to in writing by the City and the STLTC. The Parties acknowledge that the STLTC shall pay to the City a sum of one dollar (\$1.00) on the first day of July every calendar year as lease payment for use of the Property. The Parties acknowledge that at the time of execution of this agreement there have been no permanent improvements constructed by the STLTC.

3. Before any changes are made in the improvements and structures, and before the construction of any permanent building, the STLTC shall obtain approval from the City Manager or his designee for such changes or construction costing Fifty Thousand Dollars (\$50,000.00) or less. All changes or construction costing in excess of Fifty Thousand Dollars (\$50,000.00) shall require the approval of the City Commission.
4. It is agreed that the Property area is to be used by the STLTC solely for the purposes of recreation and education, and development of sports skills, primarily for the purpose of shooting traps, and associated supportive services. Any other use of the Property area must be approved by the City. The STLTC shall provide the City with by-laws, league rules, league registration fees and schedules of all the STLTC activities. It is further agreed between the Parties that the STLTC shall make every effort to accommodate the City of Shawnee residents to facilitate shared use. If the STLTC makes the property available for use by others, the STLTC shall make ready the facilities, determine costs and assess such costs against such entities using the property.
5. The STLTC shall not assign this Agreement, or any interest herein, or sublet any portion of the Property area without the consent of the City Manager or his designee. The STLTC may grant permission and authority to any entities to occupy and use the Property area for any supportive services necessary for STLTC or for the conduct of a function not sponsored by STLTC. STLTC will be responsible for informing all other entities using the City property of the rules and obligations for the use of the property.
6. The STLTC will hold the City harmless and exempt from any damage or injury to persons or any damage to property of every kind arising from the management and use of the Property area by the STLTC, its invitees, employees, representatives and successors from the failure of the STLTC to keep the Property and structures in good condition and repair or for any negligent or intentional act committed by STLTC, its employees, officers, successors and assigns resulting in injury of any kind.

7. The STLTC, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the STLTC against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the fields by any entity other than STLTC will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and STLTC to be covered by the policy.
8. The STLTC will share the building space with the Sporting Clay area (currently the Shawnee Shotgun Club). The STLTC will provide maintenance to grounds around the building and facilities including mowing of the area right around the building, cost share with the Shawnee Shotgun Club janitorial and sanitizing service and supplies, Trash receptacles and liners to be disposed of on an as needed basis, field supplies and service including paint, and other equipment. Major repairs to existing facilities such as replacing buildings, roofs, sewer lines, major water line breaks, parking lot repairs, and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the STLTC. The STLTC will be responsible for minor repairs to the building, replacement of equipment, minor plumbing repairs such as clogged toilets, clogged sink drains, toilet and sink replacement, light bulb replacement and all maintenance and repair to new facilities constructed by the STLTC for at least one year after construction and during warranty period. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The STLTC shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The STLTC shall exercise a high degree of care in ensuring grounds and building are continually in good repair during the term of this agreement. The City shall be charged for electric services and the STLTC will exercise reasonable efforts to conserve electric. The STLTC will provide and pay for their own phone service.
9. The STLTC will exercise reasonable efforts to make its customers aware of parking regulations during STLTC activities to assist the City in an effort to insure that the ground and vegetation of

the Property, and adjacent premises, are not damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.

10. The STLTC agrees to provide activities, primarily for Shawnee area residents without discrimination as to race, religion, color, creed, sex or national origin.
11. If any person believes that the STLTC has violated the provisions of this Agreement and has exhausted all appeal procedures through the STLTC Board, that person may file a written complaint with the City Manager or his designee. The City Manager or his designee shall so advise the STLTC, provide it with a copy of the complaint, and give the STLTC ten (10) days to consult with counsel and file a written response with the City Manager or his designee. Thereafter, the City Manager or his designee may, if he/she deems prudent, conduct an investigation into the situation, and within thirty (30) days of the response by the STLTC, advise of a ruling on the matter. Failure of the STLTC to follow the directions so given by the City Manager or his designee may result in the termination of this Agreement (without further notice).
12. The City Manager may designate one (1) person to serve as a non-voting, advisory to the STLTC Board. Alternatively, the STLTC may designate one (1) person to serve as liaison between the STLTC and the City Parks Department to address issues regarding maintenance and program administration. The STLTC will provide the City semi-annual financial statements and reports of business activities. There shall be ultimate City Commission review for capital improvements in excess of fifty thousand dollars (\$50,000.00). The STLTC shall permit City or City's designee to conduct a financial review of its operations at any time per discretion of the City.
13. The STLTC shall maintain a local contact, accessible to the City and the public at reasonable hours and otherwise make arrangements to accommodate the working public to the extent necessary for registration and similar activities. The contact will be responsible for disseminating all administrative and operational functions to include management, registration, access to all records that are subject to disclosure pursuant to Title 51 O.S. §24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.
14. This Agreement shall only be amended in writing by the mutual consent of the STLTC and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the

Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

IN WITNESS HEREOF the City of Shawnee, and Shawnee Twin Lakes Trap Club, Inc., by their representatives, set their hands to this Agreement on _____.

THE CITY OF SHAWNEE, OKLAHOMA

ATTEST:
(SEAL)

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE, MMC, CITY CLERK

SHAWNEE TWIN LAKES TRAP CLUB, INC.

PRESIDENT/CHAIRMAN

SECRETARY/NOTARY

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY



Emergency Management Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2025
To: Board of City Commissioners
From: Rachelle Erickson, Director of Emergency Management
Subject: Agreement with DebrisTech, LLC for emergency disaster preparedness and debris monitoring services.

Background: This is an annual 1-year contract extension for debris monitoring services. This will be the last extension; next year, we will need to rebid this contract nationally to maintain emergency disaster preparedness for the City of Shawnee.

Financial Impact: \$0.00 for a 1-year contract extension. Will only incur costs if called upon for debris monitoring after a disaster.

Attachments: City of Shawnee, OK DebrisTech Extension Agreement (2025)

Staff Recommendation: Staff recommends approval to keep debris monitoring services to help account for and expedite disaster debris removal reimbursement should an incident occur.

INDEPENDENT CONTRACTOR AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made and entered into effective as of the 5th day of June, 2025, by and between the CITY OF SHAWNEE, OKLAHOMA (the "City"), and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

WITNESSETH

WHEREAS, the parties entered into a certain Contractor Agreement for Disaster Debris Removal Services on the 9th day of June, 2023.

WHEREAS, the parties agree to extend the term of the Contractor Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contractor Agreement for DEBRIS MONITORING services for a period of 1 year, which shall be from the extension effective date to June 6th, 2026.
2. This extension agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contractor Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contractor Agreement remain unchanged.

CITY OF SHAWNEE, OKLAHOMA

By: _____

Title: _____

Date: _____

DEBRISTECH, LLC

By: BRW

Title: President

Date: June 5, 2025



Emergency Management Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2025
To: Board of City Commissioners
From: Rachelle Erickson, Director of Emergency Management
Subject: Agreement with DRC Emergency Services for disaster debris removal services.

Background: The original contract between DRC Emergency Services and the City of Shawnee, dated June 9, 2023, is for a one-year term. The City of Shawnee's current renewed debris removal contract expires on June 30, 2025. The pricing, terms, and conditions in the original contract will remain in effect for the duration of this contract, expiring June 30, 2026.

Financial Impact: \$0.00 unless DRC is requested for debris removal services

Attachments: Shawnee (City of) Renewal

Staff Recommendation: Staff recommends approval to renew the existing contract for 1 year



111 Veterans Memorial Blvd., Suite 1420, Metairie, LA 70005
TTY: 888-721-4DRC • Phone: 504-482-2848 • Fax: 504-482-2852
www.drcusa.com

June 5, 2025

Rachelle Erickson, Emergency Management Director
City of Shawnee
16 West 9th Street
Shawnee, OK 74802
Phone: (405)-878-1652
Email: rachelle.erickson@shawneeok.org

Re: Contract Extension between DRC Emergency Services and the City of Shawnee for
Disaster Debris Removal Services

Dear Ms. Erickson:

The City of Shawnee's contract expires on June 30, 2025. DRC Emergency Services, LLC would like to take this opportunity to offer the City of Shawnee an extension to the contract between DRC Emergency Services, LLC and the City of Shawnee dated June 9, 2023, for a period of one (1) year. The pricing, terms and conditions in the original contract will remain in effect for the duration of this contract expiring June 30, 2026.

If this offer of renewal is acceptable to you, please execute below and fax or email it to my attention to (504) 482-2852 or (lwalsh@drcusa.com). Also, if you have any questions, please feel free to contact me. I look forward to continuing our relationship with you and the City of Shawnee.

Sincerely,

Lisa Walsh

Lisa Walsh
Contracts Manager
Cell: (504) 715-9052

Agreed and Accepted By:
City of Shawnee

Authorized Signature

Title

Date

From: [colton crowder](#)
To: [COS City Clerk](#)
Cc: [Bonnie Wilson](#)
Subject: [EXTERNAL EMAIL]Airport Board Re-appointment
Date: Monday, June 2, 2025 5:28:47 PM

"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."

Ms. Lisa Lasyone, CMC
City Clerk
City of Shawnee, Oklahoma

Re: Appointment to the Shawnee Airport Advisory Board for a
Second Term of Office

Dear Ms. Lasyone,

Thank you for advising me of the opportunity to be re-appointed to the Shawnee Airport Advisory Board. I have enjoyed be a participant in the Board's activities and would like to continue to serve as a member for a second term of office. Please feel free to contact me if you have any questions regarding this request.

Regards,

Colton Crowder

Sent from my iPhone

RECEIVED
FEB 14 2022
CITY CLERK



RECEIVED
FEB 14 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Colton M. Crowder</u>	Application Date: <u>2/10/2022</u>
Address: <u>3905 Edgewood Dr Harrah OK 73045</u>	Date of Birth: <u>10/02/1960</u>
Mailing Address: <u>3905 Edgewood Dr Harrah OK 73045</u>	
Daytime Phone: <u>405.343.4972</u>	Fax: _____ Email: <u>yankandbank@yahoo.com</u>
Profession: <u>Airspace Inspection Pilot</u>	
Business Name: <u>FAA</u>	
Business Address: <u>Hangar 8, Mike Monroney Center, OKC OK</u>	
Business Phone: <u>405.954.5028</u>	Fax: _____ Email: <u>colton.crowder@faa.gov</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 0

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

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

Revised March 2, 2021

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

I have been renting a hangar at this airport for many years, since well before the terminal was renovated.

I have seen many improvements over the years and would like to help the airport continue to develop and improve.

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?

Over 30 years as a pilot, 20 years as an aircraft owner, and 28 years in the USAF have given me a broad aviation background.

My current job as an FAA pilot has broadened my skill set regarding airports and airport operations.

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

None

List education, including degree(s) earned:

Master of Aeronautical Science, Embry-Riddle Aeronautical University, 2004

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Doug Frantz	Friend	405.905.1857
Marty Lochman	Friend	405.245.3616
Terry Hester	Co-worker/Friend	210.274.6900

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 C. G. G. G.

Date 2/10/2022

Revised March 2, 2021

From: Keith Layne <krlayne66@gmail.com>
Sent: Monday, June 9, 2025 1:32 PM
To: COS City Clerk; Bonnie Wilson
Subject: [EXTERNAL EMAIL]AAB appointment

"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."

Ms. Lisa Lasyone, CMC

City Clerk

City of Shawnee, Oklahoma

Re: Appointment to the Shawnee Airport Advisory Board

Dear Ms. Lasyone,

Please accept this email as written notice of my request to be reappointed to the Shawnee Airport Advisory Board at the end of my current partial term. I appreciate the opportunity and look forward to continuing as a member of the Board.

Regards,

Keith Layne, DO



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Keith R Layne</u>	Application Date: <u>30 June 2023</u>
Address: <u>14127 SE 108th</u>	Date of Birth: <u>12 June 1966</u>
Mailing Address: <u>OKC, OK 73165</u>	
Daytime Phone: <u>405.627.9279</u> Fax: <u>n/a</u>	Email: <u>krlayne66@gmail.com</u>
Profession: <u>physician</u>	
Business Name: <u>n/a</u>	
Business Address: <u>n/a</u>	
Business Phone: <u>405.515.0330</u> Fax: <u>405.307.5662</u>	Email: <u>klayne@nrh-ok.com</u>

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

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

If so, please list the board/committee: n/a

How many years have you lived in Shawnee? n/a

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

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

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

As an active part of the airport community, I'd like to be more involved in helping it grow and prosper as it recovers from the tornado and evolves into its next iteration.

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 lifelong long of and involvement in aviation, from private to military to aeromedical. That combined with my experience in designing and building business facilities and recovering from tornado losses in the past give me a skill set that could help the team grow.

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

I'm a member of the OK Air National Guard, where I serve in various leadership positions

List education, including degree(s) earned:

Bachelor of Science, Natural Suystems

Doctor of Osteopathic Medicine, working in Family Practice, Emergency Medicine, Military Medicine, Aviation Medical Examiner

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

n/a

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):

n/a

Have you ever declared personal or business bankruptcy? no

If so, please explain:

n/a

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Dr Tim Cathey	colleague	405.312.4321
Brian Herb	professional	405.408.6484
Tany Keck-Smith	professional	405.482.9665

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 30 Jun 2023

Revised April 25, 2022

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

Send completed application to:

Shawnee City Clerk
PO Box 1448
Shawnee OK 74802
Phone 405-878-1605
Fax 405-878-1581
CityClerk@shawneeok.org



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name:	<u>Garrett Roberts</u>	Application Date:	<u>4/17/25</u>
Address:	<u>1402 Ellie Ct Shawnee OK 74804</u>		
Mailing Address:	<u>"</u>		
Daytime Phone:	<u>405-695-2422</u>	Email:	<u>garrett@alloverok.com</u>
Profession:	<u>Sales Professional</u>		
Business Name:	<u>Great Plains Kubota</u>		
Business Address:	<u>14280 US 177 Shawnee OK 74804</u>		
Business Phone:	<u>405-275-4455</u>	Email:	<u>groberts@gpkubota.com</u>

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

How many years have you lived in Shawnee? 2015-2023, 2025-present

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?

always wanted to know why the airport is so empty with space to grow & thrive.

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?

Collaboration. I process ideas of multiple people & strategize the best way to help ideas come to life.

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

List education, including degree(s) earned:

OBCL - Bachelor's degree

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, 2021.

If so, please explain:

due to medical bills, credit card bills due to medical as well as divorce.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number

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 Janette Roberts

Date April 17th 2025

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@shawneek.org



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Rex Bradley Hennen</u>	Application Date: <u>June 4, 2025</u>
Address: <u>2102 N Minnesota Ave, Shawnee, OK 74804</u>	
Mailing Address: <u>2102 N Minnesota Ave, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-517-5863</u>	Email: <u>rexhennen@gmail.com</u>
Profession: <u>Special Education Teacher - SECC</u>	
Business Name: <u>Shawnee Public Schools</u>	
Business Address: <u>1831 Airport Drive, Shawnee, OK 74804</u>	
Business Phone: <u>405-273-3388</u>	Email: <u>karwatkins@shawnee.k12.ok.us</u>

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

How many years have you lived in Shawnee? 13 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?

I worked for the City of Shawnee for 31 years and was treated well by the organization and citizens. I would like to use this opportunity to give back to the city and citizens.

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

My past experience working for the City of Shawnee in the Engineering Department and as Airport Manager gives me a unique insight into the existing and future development of the city.

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

I am a member of the Pottawatomie County Relay for Life planning committee.

List education, including degree(s) earned:

Bachelor's Degree in Business with an emphasis in City Government Management.

Have you ever served on a City-appointed board/committee/commission before? Yes

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

Traffic and Transportation Advisory Board. 4 years

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
Lewis Walters	Pastor	405-481-5730
Caryl Hennen	Spouse	405-517-5864
Karen Watkins	SECC Principal	405-694-3080

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 Rex B. Hennen

Date June 4, 2025

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 January 9, 2024



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>Joyce Parsons</u>	Application Date: _____
Address: <u>1 Cherokee Street, Shawnee OK 74801</u>	
Mailing Address: <u>1 Cherokee Street, Shawnee OK 74801</u>	
Daytime Phone: <u>(405) 229-8595</u>	Email: <u>Joyparsons@aol.com</u>
Profession: <u>Retired Biology Teacher</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Email: _____	

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

How many years have you lived in Shawnee? 52

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 want to serve the Library and help it continue with its ongoing help to our community.

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

Organization skills, teaching ability and empathy for our community.

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

I have volunteered at the library for children programs.

I am president of the Shawnee Garden Council & PEO President for chapter BB

List education, including degree(s) earned:

Biology & Chemistry double major

Viticulture & Enology degree from YC Davis

Have you ever served on a City-appointed board/committee/commission before? _____

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

No

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

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

No

Have you ever declared personal or business bankruptcy? _____

If so, please explain:

No

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Maureen Trotter	Friend	405-323-6418
Nancy Ford	Friend	405-596-2676
Anne Hammond	Friend	405-425-8299

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 Joyce Parsons

Date May 1, 2025

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: Joseph Walker Application Date: 05/28/2025
Address: 1708 Wildwood Shawnee, OK 74804
Mailing Address: 1708 Wildwood Shawnee, OK 74804
Daytime Phone: 405-585-3831 Email: kimijo09@gmail.com
Profession: Retired
Business Name: _____
Business Address: _____
Business Phone: _____ Email: _____

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

How many years have you lived in Shawnee? 9

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?
To better the community and advocate for the citizens of Shawnee.

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 been around Shawnee my entire life and have watched the city grow. I am up to date on politics and have the communities best interest in mind.

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

none

List education, including degree(s) earned:

Bethel High School- 1977

incomplete college: 1.5 years at Seminole State College and 1 semester at the University of Oklahoma

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 Walker	daughter	405-596-4007
Eric Stephens	friend	
Ray Smith	friend	918-982-5253

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 Joseph Walker

Date 05/28/2025

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 January 9, 2024

MANAGEMENT AGREEMENT

between

CITY OF SHAWNEE, OKLAHOMA

and

**GLOBAL SPECTRUM, L.P.
d/b/a OAK VIEW GROUP**

Dated: Effective as of July 1, 2024

MANAGEMENT AGREEMENT

This Management Agreement ("**Agreement**") is entered into on _____, 2024 and made effective as of the 1st day of July 1, 2024 ("**Effective Date**"), by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Oak View Group (formerly doing business as Spectra Venue Management) ("**Manager**").

RECITALS

WHEREAS, City owns the Heart of Oklahoma Exposition Center with 152,400 square feet of exhibition space (the "**Expo Center**"), and a fifty-two (52) acre fairgrounds on which the Expo Center is located, which includes an outdoor arena seating 7,500, a 19,200 square foot indoor arena seating 1,000 and an RV park (collectively, the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

WHEREAS, the City and Manager are parties to a certain Management Agreement dated August 1, 2019, as amended by a First Amendment dated March 29, 2024, pursuant to which the City engaged Manager to manage and operate the Facilities through September 30, 2024 ("**Prior Management Agreement**"), which Prior Agreement shall now expire on June 30, 2024 and thereafter be replaced by this Agreement;

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: all expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

City- and County-Supported Events: shall mean the Pottawatomie County Free Fair, the Pottawatomie County Junior Livestock Show and the International Finals Youth Rodeo.

City: shall have the meaning given to such term in the opening paragraph of this Agreement.

Commercial Rights: naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the City.

CPI: the "Consumer Price Index" for "All Urban Consumers (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Repair: the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: an act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, including without limitation the Avedis Foundation Grant Agreement, dated February 6, 2017, and the Avedis Foundation Grant Agreement Amendment, dated June 21, 2023.

EXPO: shall mean the Heart of Oklahoma Exposition Center.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall be deemed to include the entire EXPO grounds property, including the Expo Center, the 7,500 seat outdoor arena, the 19,200 square foot indoor arena, and the RV park, as such areas are identified on Schedule 1 hereto.

FF&E: furniture, fixtures and equipment to be procured for use at the Facilities.

Fixed Management Fee: the fixed monthly fee the City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Fee: the fee the City shall pay to Manager under this Agreement for Manager's provision of Food and Beverage Services, as more fully described in Section 3.3 of this Agreement.

Food and Beverage Services: shall have the meaning given to such term in Section 13.1 hereof.

General Manager: the employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: the contingent fee the City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Initial Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Management-Level Employees: the General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning given to such term in the opening paragraph of this Agreement.

Marketing Plan: a plan for the advertising and promotion of the Facilities and Facilities' events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions

and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii) development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Net Operating Income/Loss: shall mean the amount by which Revenue exceeds Operating Expenses (resulting in Net Operating Income), or by which Operating Expenses exceed Revenue (resulting in Net Operating Loss), in the applicable time period.

Operating Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: a line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: all expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, and in connection with the provision of Food and Beverage Services and the marketing and sale of Commercial Rights, including but not limited to the following: (i) employee payroll, benefits, reasonable relocation costs (for Manager employees relocating to the Shawnee area to work on-site at the Facility, as opposed to any Facility employees relocating away from the Shawnee area), severance costs (limited to no more than 3-months' salary), bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) printing and stationary costs, (viii) postage and freight costs, (ix) equipment rental costs, (x) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xi) security expenses, (xii) telephone and communication charges, (xiii) travel expenses of Manager employees, (xiv) cost of employee uniforms and identification, (xv) exterminator, snow and trash removal costs, if applicable (xvi) computer, software, hardware and training costs, (xvii) parking expenses, (xviii) utility expenses, (xix) office expenses, (xx) audit and accounting fees, (xxi) legal fees, (xxii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiii) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxiv) cost of complying with any Laws, (xxv) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of City; (xxvi) amount of any deductible or self-insured retention under insurance policies; (xxvii) costs incurred under Service Contracts and other

agreements relating to Facilities operations, (xxviii) all costs relating to the provision of the Food and Beverage Services, including costs of goods, labor, licensing and insurance costs; and (xxix) taxes.

The term “Operating Expenses” does not include debt service on the Facilities, Capital Expenditures, property taxes, insurance on the Facilities of contents within the Facilities owned by City, the Fixed Management Fee, or the Incentive Fee, all of which costs shall be borne by City.

Operating Year: each twelve (12) month period during the Term commencing on July 1 and ending on June 30.

Operations Manual: document developed by Manager under the Prior Management Agreement, as updated from time to time, which contains terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the City and the Manager.

Revenue: all revenues generated by Manager’s operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding

taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

Section 2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the City to timely provide such funds.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager's performance of its services hereunder, City shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Twelve Thousand Six Hundred Sixty Six Dollars and sixty-seven cents (\$12,666.67) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Fixed Management Fee for that year shall remain flat (and shall not increase or decrease). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months).

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term. The Incentive Fee shall be comprised of both a qualitative based fee ("**Qualitative Fee**") and a quantitative based fee ("**Financial Fee**"), as follows:

- (a) Qualitative Fee. Manager shall be eligible to earn a Qualitative Fee of up to twenty five thousand dollars (\$25,000) ("**Qualitative Incentive Fee Cap**") to be increased by CPI as described below) in each Operating Year (pro-rated for any Operating Years of less than a full 12 months based on the actual number of days elapsed in such Operating Year out of 365). Beginning in the second (2nd) Operating Year, the Qualitative Incentive Fee Cap shall be increased over the Qualitative Incentive Fee Cap from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for which the CPI adjustment will apply), capped at three percent (3%) per year. If in any year the CPI decreases, the Qualitative Incentive Fee Cap for that year shall remain flat (and shall not increase or decrease). The Qualitative Fee shall be determined by the City, in its reasonable and good faith discretion, based on its evaluation of Manager's performance each Operating Year in each of the following five (5) performance areas (with each area given an equal weighting):

- Community Involvement
- Innovative Sales and Marketing
- Repairs and Maintenance
- Results of Customer Service Surveys
- Stakeholder/Tenant Relationships

- (b) Financial Fee. Manager shall be entitled to receive twenty percent (20%) of the amount by which actual Net Operating Income/Loss in any Operating Year improves upon the actual Net Operating Income/Loss from the previous Operating Year. For the first (1st) Operating Year (July 1, 2024 to June 30, 2025), the calculation shall be measured against the Net Operating Income/Loss from the period of July 1, 2023 to June 30, 2024.

The Incentive Fee earned by Manager (both the Qualitative Fee and Financial Fee) shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Food and Beverage Fee. As consideration for Manager's provision of the Food and Beverage Services, Manager shall receive a Food and Beverage Fee of Five Percent (5%) of gross Revenue from the sale of food and beverage at the Facilities. Such Food and Beverage Fee shall be paid to Manager on a monthly basis, no later than thirty (30) days following the end of the month to which it relates.

Section 3.4 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The Prior Management Agreement shall terminate on June 30, 2024, and the initial term of this Agreement (the “**Initial Term**”) shall be for five (5) years, beginning on the Effective Date and ending on June 30, 2029. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period (“**First Renewal Period**”) to end on June 30, 2034, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2029. Following the First Renewal Period (if exercised), this Agreement may be renewed by the City for an additional five (5) year period (“**Second Renewal Period**”) to end on June 30, 2039, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2034. The Initial Term plus the First Renewal Period, if applicable, and the Second Renewal Period, if applicable, is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

(a) Termination due to Closure: subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the City in writing to Manager; or

(b) Termination due to Insufficient Funds: as the agreement exceeds more than one fiscal year for the City, subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event that funds appropriated for the continued payment of the agreement are insufficient in subsequent operating years; or

(c) Termination for Breach of Contract: by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(d) Termination for Insolvency: by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or

shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a) and (b), the City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed three (3) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the City for a termination pursuant to Section 4.2(a), except that, in the event the Facilities re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

(b) Upon termination or expiration of this Agreement for any reason (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) City shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) City shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, (iv) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

In the event this Agreement is terminated early by the City under Section 4.2(c) above due to an uncured breach by Manager, the City may setoff and deduct from amounts owed to Manager under Section 4.3(b) above any actual, documented damages incurred by the City as a direct result of Manager's breach. The City shall provide reasonable evidence of such damages to Manager prior to setting off and withholding such amounts.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITIES; CITY RIGHTS

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The City will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the City to Manager or acquired by Manager as an Operating Expense shall remain the property of the City, and shall be returned to the City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof.

Section 5.2 Right of Use by Manager. The City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. The City shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facilities for all of Manager's full-time employees and for the Facilities' event staff.

Section 5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with its ownership of the Facilities.

Section 5.4 Use by the City. Subject to availability, the City shall have the right to use the Facilities or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not

consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the City, Manager shall provide to the City a list of available dates for City use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event on a date which is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event, and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facilities rate and the rate (if any) charged to the City for such use of the Facilities.

Section 5.5 City- and County-Supported Events. The parties recognize that there may be a desire to permit specific City- and County-supported Events to use the Facility at a discounted or waived rental rate, if such Events have the potential of attracting a significant number of visitors to the City. In such event, the City and Manager shall confer to determine whether such discounted or waived rental rate should be granted.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the City. Manager shall select, in its sole discretion but subject to City's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the City upon request.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the City, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City shall solicit for employment, or hire the General Manager. The City acknowledges that Manager will spend a considerable amount of time identifying, hiring and training the General Manager, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, the General Manager. Accordingly, in the event of a breach or anticipated breach of this Section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of First (1st) Year Operating Budget. The parties acknowledge that under the Prior Management Agreement, they developed a mutually agreeable Operating Budget for the first (1st) Operating Year. Manager agrees that at least 90 days prior to the commencement of each subsequent Operating Year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Subsequent Operating Budgets. Each annual Operating Budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. In order for the City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the City such reasonable financial information relating to the Facilities as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld or delayed). If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the

operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and Manager shall have no liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the City within 30 days of any significant change or variance in the bottom line net profit/loss number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted

or otherwise approved expenses for the month beginning on the Effective Date. The City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10

FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including without limitation books, ledgers, journals, accounts, reports, invoices and equipment purchase and maintenance records) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager agrees to provide to the City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11

CAPITAL IMPROVEMENTS; MANAGER CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the City to consider such projects and to prepare and update a long-range Capital Expenditure budget. As part of each schedule of improvements, the Manager shall provide a prioritization of such improvements with the Manager's best estimate as to the timing of such improvements on a year-by-year basis for the following ten (10) years.

Section 11.2 Responsibility for Capital Expenditures. The City shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the City shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the City to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the City, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the City shall promptly reimburse Manager for the Emergency Repairs cost of such Capital Expenditure.

Section 11.3 Manager Contribution. The parties acknowledge that under the Prior Management Agreement, Manager made a \$350,000 capital contribution to the Facility, which was to amortize at \$50,000 per year over 7 years. As of the Effective Date, there remains \$100,000 of the contribution that remains unamortized ("**Unamortized Amount**"). Such amount shall amortize over the first two years of the Initial Term at the rate of \$50,000 per year. In the event this Agreement terminates or expires prior to the full amortization (regardless of the reason for expiration or termination, and specifically including if such expiration or termination is due to a breach, default or bankruptcy event by or affecting Manager), the City shall within thirty (30) days of such expiration or termination pay to Manager the Unamortized Amount. Such payment shall be made unconditionally, without setoff or deduction.

ARTICLE 12

FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. Manager shall administer and assure compliance with all Existing Contracts to which it has copies.

Section 12.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the City. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

Furthermore, contracts that exceed one year in length shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 13 FOOD AND BEVERAGE SERVICES

Section 13.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, in each case either directly or through its Affiliate Ovations Food Services, L.P., dba OVG Hospitality, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility when approved in writing by the City.

Section 13.2 Concession and Catering Areas. Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facilities, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The City shall provide, at no cost to Manager, all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 13.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;
- (c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and

sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(e) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(f) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facilities;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take the City's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 13.4 Alcohol Licenses and Permits. Manager agrees to apply for all appropriate alcohol licenses and permits, subject to applicable law. The City shall provide reasonable assistance to Manager in such regard. At the end of the Term, Manager shall without charge to City relinquish its rights in, or terminate (as applicable), the alcohol licenses and permits for the Facility.

Section 13.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

ARTICLE 14

AGREEMENT MONITORING AND CONTRACT ADMINISTRATION

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City's administrator shall be the City Manager. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the City and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties and arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Indemnification by the City. City agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by City to pay any amounts due by City or to otherwise perform any obligations of City under any third-party contracts, licenses or agreements entered into by Manager in furtherance of its duties hereunder as authorized hereby; (d) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (e) any structural defect with respect to the Facilities, (f) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (g) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (h) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (i) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee

hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.4 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the City that are not covered by insurance for a third-party claim in respect of which the City is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses).

ARTICLE 16 INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit B, attached hereto, and shall provide to the City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Oklahoma or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-

party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

ARTICLE 17

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facilities, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third-party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including,

without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards (“PCI Standards”) and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager’s obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager’s stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facilities Advertisements. The City agrees that in all advertisements placed by the City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a “Managed by Oak View Group”.

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests. and Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812
Attn: City Manager

If to Manager:

Oak View Group
5050 S. Syracuse St.
Denver, CO 80237
Attn: President, Venue Management

With a copy to:

Stuart & Clover, PLLC
130 North Broadway, Ste. 100
Shawnee, OK 74801
Attn: Joe Vorndran

With a copy to:

OVG360 General Counsel
150 Rouse Blvd.
Philadelphia, Pennsylvania 19112

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written. The parties acknowledge that the Prior Management Agreement shall expire on June 30, 2024, and thereafter be replaced by this Agreement, but any liabilities accruing through such date under the Prior Management Agreement shall survive expiration thereof and remain due and owing.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any

other than existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third-Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third-party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by City.

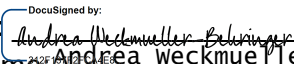
Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

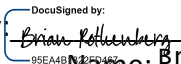
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF SHAWNEE

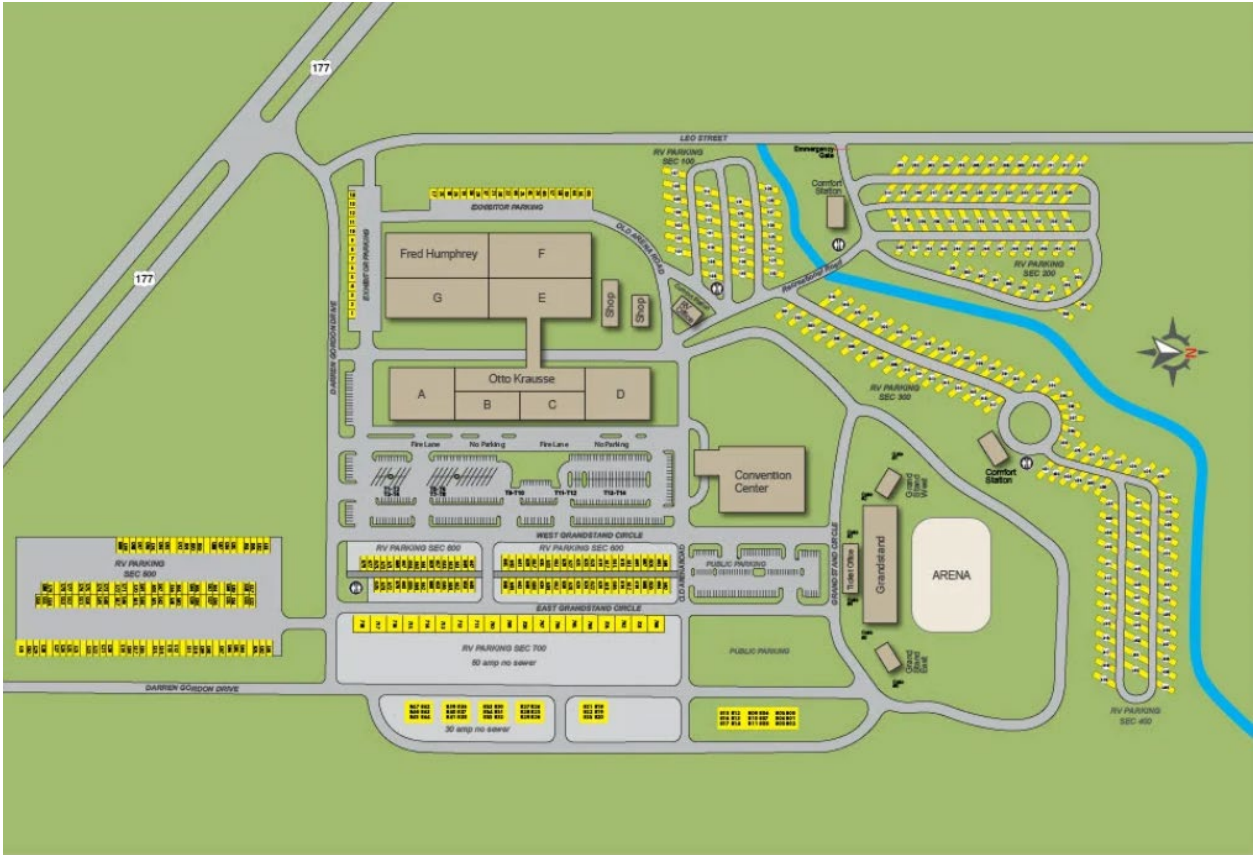
GLOBAL SPECTRUM, L.P.,
d/b/a Oak View Group

By: Global Spectrum, LLC, its general partner

By: 
Name: Andrea Weckmüller-Behringer
Its: City Manager

By: 
Name: Brian Rothenberg
Its: EVP and General Counsel

SCHEDULE 1
MAP DEFINING AREAS UNDER MANAGER’S MANAGEMENT



(Although shown here for clarity, areas under Manager’s management are not inclusive of public roadways.)

EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, snow removal and landscaping, parking (if applicable), and general user services.

(b) In consultation with the City and subject to the City's approval, establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Subject to Section 12.2, procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion, or as required by Law.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the City, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the City.

(m) Secure, or assist the City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The City shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the City making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the City's approval, a Marketing Plan for the Facilities.

(s) Market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify City of any such damage or loss.

(u) Purchase, on behalf of the City and with City funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities, notwithstanding that purchases defined as Capital Expenditures have to strictly comply with City procurement policies. Manager and the City shall jointly conduct an initial inventory of FF&E at the Facilities within sixty (60) days of the Effective Date, and Manager shall thereafter, on an annual basis within sixty (60) days of the start of each Operating Year, conduct an inventory of FF&E at the Facilities, noting for the City which items were removed due to loss or damage.

(v) As agent for the City, manage risk management and Facilities insurance needs, as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City, and shall be reported within no more than ten (10) days for Asset Management purposes.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

EXHIBIT B INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

- (a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;
- (b) umbrella or excess liability insurance;
- (c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;
- (d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Oklahoma;
- (e) professional liability insurance and self-insured employment practices liability coverage;
- (f) employment practices liability insurance;
- (g) pollution liability; and
- (h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence
\$1,000,000 personal and advertising injury
\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)
\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability:

\$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis):

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis):

\$1,000,000

Pollution Liability (Claims Made basis):

\$1,000,000

Crime Insurance:

Coverage on all on-site Manager employees. Limit: \$500,000.00

**PIONEER LIBRARY SYSTEM
BUDGET
JULY 1, 2025 - JUNE 30, 2026**

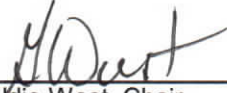
REVENUES

Ad Valorem Taxes			
Cleveland County	\$18,968,320		
McClain County	3,201,119		
Pottawatomie County	<u>3,139,499</u>		
Total Ad Valorem Taxes		\$25,308,938	
Oklahoma Department of Libraries			
State Aid	<u>\$114,914</u>		
Total State Aid		\$114,914	
Other Revenue	<u>\$600,530</u>		
		<u>\$600,530</u>	
Subtotal All Revenue			\$26,024,382
Use of Assigned Fund Balance			\$568,555
Use of Unassigned Fund Balance			\$2,194,191
Release of Fund Balance			
Reserved for Encumbrances			\$426,022
Fund Balance Carryover			
Assigned Fund Balance			\$153,806
Committed Fund Balance			\$0
Unassigned Fund Balance			<u>\$21,754,840</u>
Total Fund Balance			<u><u>\$21,908,646</u></u>
TOTAL REVENUE			<u><u>\$51,121,796</u></u>

EXPENDITURES

Personnel Services	\$16,381,913		
Books and Other Materials	3,800,000		
General & Administrative	3,183,464		
Technology	2,500,000		
System Services	<u>3,347,773</u>		
(C/E, Development, Programming, Outreach)			
(Marketing and Communications, Facilities)			
Subtotal All Expenditures		\$29,213,150	
Use of Assigned Fund Balance Current Yr.			
Use of Unassigned Fund Balance Current Yr.			
Fund Balance			
Fund Balance Carryover Current Year			\$0.00

Fund Balance Carryover Prior	
Assigned Fund Balance	\$153,806
Committed Fund Balance	\$0
Unassigned Fund Balance	\$21,754,840
Total Fund Balance	<u>\$21,908,646</u>
 TOTAL GENERAL FUND EXP & FUND BALANCE	 <u><u>\$51,121,796</u></u>



 Goldie West, Chair



 Lisa Wells, Secretary

5/20/2025



Police Department
912 E. Independence St.
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2025
To: Board of City Commissioners
From: Mason Wilson, Chief of Police
Subject: Approval of Agreement with Bethel Acres Fire Department for Dispatch Services for Fiscal Year 2025-2026.

Background: The Bethel Fire Department has requested an agreement for dispatch services, allowing it to dispatch firefighters simultaneously with medical responders.

Financial Impact: Bethel is paying \$2000.00 annually for this service.

Attachments: Bethel Fire Dept FY 25-26

Staff Recommendation: Approval of the resolution.

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July 2025 between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the “CITY”), and “Bethel Fire Department” (hereinafter “BETHEL FD”).

WITNESSETH:

WHEREAS, BETHEL FD provides emergency response services; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for BETHEL FD and has experience in being the primary respondent for dispatching emergency assistance; and

WHEREAS, it is the intent of the CITY and BETHEL FD to enter into a cooperation agreement to arrange dispatch service for BETHEL FD to be provided by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agreed as follows:

1. The CITY agrees to provide dispatch services for BETHEL FD, including both telephone and radio communications to assist BETHEL FD in providing emergency services.

2. The CITY agrees to be the primary respondent in taking calls on the Nine-One-One (9-1-1) emergency line for BETHEL FD.

3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2025, and to continue until June 30, 2026.

4. In consideration for the dispatch services provided by the CITY, BETHEL FD agrees to pay to the CITY Two Thousand Dollars (\$2,000) for the term of this Agreement, with payments to be made quarterly in the amount of Five Hundred Dollars (\$500).

5. Both parties agree that BETHEL FD is an independent contractor for purposes of this Agreement and is not an employee of the CITY. BETHEL FD shall be responsible for its own insurance, payroll taxes, and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between BETHEL FD and the CITY, other than the provisions stated in this Agreement.

6. BETHEL FD shall be responsible for its own radio contract to include programming, maintenance, and purchasing of radio equipment, including the one-time cost to add an additional radio channel to the CITY audio logging equipment.

7. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

8. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement shall expire June 30, 2026. This Agreement may be renewed or extended by agreement of both parties thereafter.

11. This Agreement may be terminated by either party without cause upon three hundred sixty-five (365) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Bethel Fire Chief of the BETHEL FD.

12. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on

_____:

BETHEL FIRE DEPARTMENT

ATTEST/NOTARY:

Printed Name:

Title: _____

Printed Name: _____

Title: _____

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

MARK SIMPSON

INTERIM CITY MANAGER

LISA LASYONE, MMC
CITY CLERK

Approved as to form and legality on _____.

JOE VORNDRAN, CITY ATTORNEY



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

Date: June 16, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an agreement with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lake No. 1.

Background: The City owns and operates the Shawnee Twin Lakes. Lakes 1 and 2 were constructed in 1935 and 1960, respectively. In 2021, the City Commission approved a contract with Elevation Land Surveying for the overall plat and boundary of Lake 1. With Lake 1's external boundary now established, City staff would like to continue the process of replatting portions of the Lake 1 plat into lots and blocks; in addition, rights-of-way, access easements, and utility easements will also be established and dedicated as part of the plat. This phase of the replat will encompass the Johnston, Magnino A, Fry, Hart, Renfro, Curry, Roewe, Coffman, and Eckel lake lot areas. Once complete, the plat will establish individual lake lots in these areas that are recreatable and stakeable in the field. The proposed contract scope is summarized below:

- Research and determine existing lease boundaries within Johnston, Magnino A, Fry, Hart, Renfro, Curry, Roewe, Coffman, and Eckel
- Collect topographic elevation data along the lakeside of each lot in order to locate the lakeside lot line/lease boundary.
- Set a survey monument at all newly surveyed lot corners.
- Complete any access or utility easements and rights-of-way as needed within the above referenced lease areas at the County Clerk's office.
- Prepare a replat of the Final Plat of Shawnee Twin Lakes - Lake No. 1.

This effort will be the fourth of multiple survey phases, which will finish the lake lease lot areas.

Financial Impact: \$189,000.00, from 001-5-0110-53990

Attachments: Shawnee Lake No. 1 Phase 4_Proposal

Staff Recommendation: Award of the Contract

Elevation Land Surveying, LLC proposes to provide professional survey services to the City of Shawnee (Client). The following is our understanding of the project and scope of our survey services associated with the City of Shawnee property located around the Shawnee Twin Lakes, Lake #1 in Pottawatomie County, Oklahoma.

SURVEY SCOPE:

Replat a portion (shown on Exhibit “A”) of the Final Plat of Shawnee Twin Lakes – Lake No. 1 into lots and blocks. Each block will represent the different lease areas and each lot will represent a lease. The lease areas included in this phase are Johnston, Mangino A, Fry, Hart, Renfro, Curry, Roewe, Coffman, and Eckel. In addition to creating the lots and blocks - right-of-way, access easements, and utility easements will be established and dedicated as part of the plat.

- Research and determine the existing lease boundaries within the above referenced lease areas.
 - Plot existing lease documents/sketches provided by the City of Shawnee.
 - Locate physical features in the field as needed to determine current lease boundaries.
 - Collect topographic elevation data along the lake side of each lot in order to locate the lake side lot line/lease boundary.
 - Note: The requirements for the lake side boundary are to be specified by Client.
 - Set a survey monument at all newly created lot corners.
- Complete an easement and right-of-way document search within the above referenced lease areas at the county clerk’s office.
- Research and establish new right-of-way, access easements, and utility easements as needed within the above referenced lease areas to be dedicated as a part of the Plat.
 - Locate existing roads, drives, and utilities as needed to determine the extents of the new right-of-way, access easements, and utility easements.
 - Note: The extents and widths of the new right-of-way, access easements, and utility easements are to be specified by Client.
 - Set a survey monument at all newly created right-of-way corners.
- Research and establish any other areas within the above referenced lease areas that need to be dedicated as a part of the Plat. These areas are to be specified by Client but may include parks, boat ramps, parking areas, etc.
 - Locate physical features in the field as needed to determine the extents of these areas.
 - Set a survey monument at the corners of these newly created areas.

- Prepare a Replat of the Final Plat of Shawnee Twin Lakes – Lake No. 1 to conform to Minimum Standards as set forth by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, to be used for the formal subdivision platting process, including the following:
 - Property & lot corners
 - Property & lot line dimensions
 - Acreages
 - Overall legal description
 - All existing easements or right-of-way documents found
 - All new right-of-way and easements dedicated as a part of the Plat
 - Any setback requirements

Exhibit "A"



PROPOSED SURVEYING CONTRACT FEE SUMMARY

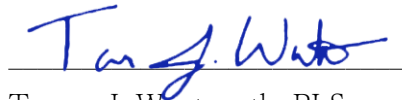
Survey Services	\$ 189,000.00
-----------------------	---------------

COMPENSATION FOR SERVICES

- The cost estimate for the proposed project is based on a lump sum amount for the pre-specified survey scope.
- Net-30 Payment Terms

Thank-you again for considering Elevation Land Surveying for your surveying needs. If the terms of the survey scope and contract fee proposal are agreeable, please sign and return a scanned or hard copy to me via email or at the address listed below. If you have any questions or need additional information, please call me at 405.493.9393.

Sincerely,



Tanner J. Wentworth, PLS
Chief Operating Officer
www.elevationls.com

Elevation Land Surveying, LLC
8501 SW 15th St.
Oklahoma City, OK 73128

Accepted By,

By: _____

Print: _____

Date: _____

Address: _____

Phone: _____

**CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES
BETWEEN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, AND SHAWNEE
FORWARD**

This Contract made and entered into this 1st day of July, 2025, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter “City”), Pottawatomie County, a Political Subdivision of the State of Oklahoma (hereafter “County”), and Shawnee Forward, Inc., an Oklahoma Not For Profit Corporation and 501(c)(6) business organization (hereinafter, “Shawnee Forward”)(together, “Parties”).

WITNESSETH:

WHEREAS, local economic development is a legally recognized public and municipal purpose; and

WHEREAS, the City and County wish to contract with Shawnee Forward to promote economic development in the City of Shawnee, Oklahoma and Pottawatomie County; and

WHEREAS, the City and County deem this Contract and the services to be performed hereunder to be a unique professional services contract; and

WHEREAS, the desired economic vitality outcomes for the City and County include an increase in retail sales tax revenues; the attraction, development, retention, and expansion of businesses and industries; and the creation of quality jobs for the purpose of increasing the economic prosperity of the community and its citizens; and

WHEREAS, Shawnee Forward is a private, independent, non-profit organization comprised of private members, with a mission to assure the economic growth of the City of Shawnee and Pottawatomie County.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the mutual benefits that accrue to each of the parties hereto, the City and Shawnee Forward do hereby agree as follows:

1. **Engagement of Shawnee Forward.** The City and County hereby engage Shawnee Forward to perform certain economic development services for the benefit of the City of Shawnee and Pottawatomie County. Shawnee Forward accepts such engagement pursuant to the terms and conditions set forth herein.
2. **Services Provided by Shawnee Forward.** Shawnee Forward shall during the term of this Contract develop and implement programs designed to accomplish the following:
 - a. In support of the City’s and County’s objectives, Shawnee Forward will engage in industrial and retail business solicitation activities in order to expand the economic base through the retention of existing businesses and industries, the attraction of

talent, and entrepreneurship.

- b. Shawnee Forward will market and promote City and County assets, properties, and businesses through various marketing channels, including www.shawneeforward.com
 - c. Shawnee Forward will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships between the City, the County, and private sector.
 - d. Shawnee Forward shall present the City's and County's appointed Board members with an annual budget and plan of economic development by which it intends to promote the maintenance and expansion of the economic base of Pottawatomie County and all its cities.
 - e. Shawnee Forward shall regularly present the City's and the County's appointed Board member with the status of its business plan by providing a quarterly summary of its activities and its financial status, by reporting on revenue and expense categories compared to budget, balance sheets covering the period and year-to-date, and audits when completed. To ensure Shawnee Forward maintains its private status, no hard copies or electronic versions of these documents will be provided.
 - f. Shawnee Forward shall make such recommendations to the City and County as it may deem necessary to further the objectives of Shawnee Forward and/or the City/County.
3. **Effective Date.** This Contract shall take effect on July 1, 2025, and shall remain in effect until June 30, 2026.
4. **Compensation.** The City will pay Shawnee Forward the annual sum of Three Hundred Thousand Dollars (\$300,000.00) payable quarterly in Seventy-Five Thousand Dollar (\$75,000.00) installments due by the 5th day of the beginning of each quarter. The County will pay Shawnee Forward the annual sum of Three Hundred Thousand Dollars (\$300,000.00) payable quarterly in Seventy-Five Thousand Dollar (\$75,000.00) installments by the 5th day of the beginning of each quarter.
5. **Records and Reporting.** Shawnee Forward shall provide written reports describing economic development activities as well as any other information reasonably requested by the City and/or County including but not limited to annual audits of Shawnee Forward and other financial records relating to the Compensation outlined herein:
- a. **Inspection and Audit.** Shawnee Forward shall keep financial records pertaining to its economic development activities available during regular business hours for inspection by the City and County or any designee, or persons designated by the City or County to perform audits. Copies of the financial records shall be furnished to the City and County,

their staff, auditors, and elected officials at no additional charge. Shawnee Forward acknowledges that all financial records related to this Contract are considered public documents under the Oklahoma Open Records Act, 51 Okla. Stat. §24A, et seq., and shall comply in a timely manner with any lawful request for disclosure of documents proffered under said Act.

6. **Employees.** Shawnee Forward agrees to provide qualified and competent personnel to carry out the work program set forth herein.
7. **Independent Contractor Status.** Shawnee Forward is a separate, legal entity subject to direction and control by its Board of Directors. All employees carrying out tasks pursuant to this Contract are employees of Shawnee Forward and shall not be considered employees of the City or County under any circumstances. Any volunteers utilized by Shawnee Forward shall likewise be considered under the exclusive direction of Shawnee Forward and not employees or agents of the City or County under any circumstances. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of Shawnee Forward, the same shall be considered the sole and exclusive liability of Shawnee Forward.
8. **Termination.** At any point, with or without cause, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party. In the event of termination, all rights and privileges provided for herein shall cease upon the expiration of the thirty (30) day timeframe provided for within the written termination notice.
9. **Non-Discrimination.** Shawnee Forward shall manage its operations in accordance with federal and state anti-discrimination laws and shall not discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership.
10. **Compliance with Laws.** Shawnee Forward shall conduct its business under the terms of this Contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of economic development organizations.
11. **Assignment.** Neither party shall assign this Contract or any rights, responsibilities, or interests without the prior written approval of the other party.
12. **Indemnification and Hold Harmless.** Shawnee Forward shall defend and hold harmless the City and County and any and all officers, agents, and employees of the City and County, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Shawnee Forward, its employees, and agents under or in connection with this Contract.
13. **Change in Status.** Shawnee Forward shall immediately report to the City and County any change in its legal or corporate status.

14. **Waiver.** The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.
15. **Breach or Default.** If either Party to this Contract fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other Party may give notice of such breach. The breaching Party shall be notified, in writing, of its alleged breach and shall be given thirty (30) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Contract shall terminate immediately. If the breach is not remedied, the other party may terminate the Contract.
16. **Notices.** Any notice required or permitted under this Contract shall be deemed sufficiently given or served if hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties as follows:
- City of Shawnee:***
Attn: City Manager
16 W 9th Street
Shawnee, Oklahoma 74801
- Shawnee Forward, Inc.:***
Attn: CEO
130 N. Louisa
Shawnee, Oklahoma 74801
17. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma shall govern the construction and enforcement of this Contract. The parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this Contract. Prior to the initiation of a district court action, the Parties agree to participate in good faith mediation to attempt to settle any disputes that may arise.
18. **Full and Complete Agreement.** This Contract shall constitute a full and complete understanding between the parties with respect to the subject matter set forth herein. No prior or future representation, inducement, agreement, promise, or undertaking, alteration, amendment, deletion, or other such revision of or to this Contract shall have any force or effect unless the same is in writing and validly executed by both parties hereto.
19. **Severability.** Should any provision herein be determined to be illegal, invalid, void, or unenforceable by a court of competent jurisdiction, the balance of the Contract shall be deemed operative, to the extent possible.
20. **Construction.** Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

21. **Identity Theft Prevention.** Shawnee Forward agrees to familiarize itself with 16 CFR §681, Identity Theft Rules and 24 Okla. Stat. §161 et seq., the Security Breach Notification Act. Shawnee Forward agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.
22. **Governmental Tort Claims Act.** By entering into this Contract, the City of Shawnee and its employees, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. §151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Oklahoma Government Tort Claims Act.

[Signature Page to Follow]

WITNESS our hands on _____.

SHAWNEE FORWARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

APPROVED by the Mayor and the City Commissioners of the City of Shawnee on _____.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Mark Simpson,
INTERIM CITY MANAGER

ATTEST:

LISA LASYONE, MMC, CITY CLERK

APPROVED as to form and legality on _____.

JOE VORNDRAN, CITY ATTORNEY

APPROVED by the County Commissioners of Pottawatomie County on _____.

POTTAWATOMIE COUNTY, OKLAHOMA
A Municipal Corporation

ATTEST:

APPROVED as to form and legality on _____.



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a grant agreement with the Federal Highway Administration (FHWA) and the City of Shawnee to create a Safe Street and Roads for All (SS4A) Action Plan.

Background: The Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads 4 All program to fund initiatives at the local, regional, and Tribal level that help prevent roadway fatalities and serious injuries. Grant awards can be used to develop safety action plans, demonstration projects, or infrastructure projects that implement the action plan of a community. This award will be used by the City of Shawnee, Oklahoma in partnership with the University of Oklahoma Hudson College of Public Health, to assess the community's existing infrastructure's strengths and weaknesses and develop a community-led safety action plan that the City of Shawnee can use moving forward to implement a Safe System Approach for everyone who drives, walks, or rolls. In addition, the City of Shawnee will develop a Safe Routes to School Plan that will be a component of the overall safety action plan.

Financial Impact: Total Project Costs will be \$215,330.00, with \$172,264 funded by the SS4A grant. Local matching funds are budgeted within the Community Development Department's operating budget.

Attachments: FHWA SS4A Agreement with CoS

Staff Recommendation: Approval of the item.

- 1. Federal Award No.**
693JJ32540541
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
City of Shawnee
16 W 9th Street
Shawnee, OK 74801

Unique Entity Id.: NB9KXHP5LVV6
TIN No.: 73-6005424
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – 24 Months
- 7. Total Amount**
Federal Share: \$172,264
Recipient Share: \$43,066
Other Federal Funds: \$0
Other Funds: \$0
Total: \$215,330
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)
- 10. Procurement Request No.**
HSA240690PR
- 11. Federal Funds Obligated**
\$172,264
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.410
10.61006600
- 14. Description of the Project**
The City of Shawnee, Oklahoma in partnership with the University of Oklahoma, the Pottawatomie Go Built Environment Committee, and other Community Stakeholders will assess the existing infrastructure to develop a community-led safety action plan.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Mark Simpson
Title: Interim City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector R. Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Shawnee (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the SS4A Planning and Demonstration Grant for Shawnee, Oklahoma

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Safe Streets and Roads For All

Application Date: 03/30/2024

2.2 Award Amount.

SS4A Grant Amount: \$172,264

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The City of Shawnee, Oklahoma, is a rural community of approximately 32,000 citizens 30 miles east of Oklahoma City. Shawnee is the county seat of Pottawatomie County (population: 70,000), and more than 400,000 people live, work, and shop within 30 minutes of Shawnee. With a poverty rate of 20.2% (State: 15.7%) (US Census Bureau V2023), many residents face transportation barriers, particularly as Shawnee lacks public transportation infrastructure. Likewise, Shawnee exhibits high rates of preventable health issues. Lack of transportation, high poverty rates, and inequitable access to crucial services such as grocery stores and healthcare contribute to an environment in which a safe system approach is vital to future development.

Over the last decade, the City of Shawnee has worked diligently to address these issues, utilizing a forward-thinking approach that recognizes the connections between the built environment, social determinants of health, and economic stability and growth. A prime example of this success can be seen in the addition of seven miles of sidewalks since 2017. This marks the first time safe pedestrian infrastructure connected two ends of the city.

Through the SS4A opportunity, the City of Shawnee will partner with the University of Oklahoma, the Pottawatomie Go Built environment Committee, and community stakeholders to both assess the existing infrastructure's strengths and weaknesses and develop a safety action plan the City of Shawnee can utilize moving forward that includes planning for the Safe Routes to Schools.

This project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	09/30/2026
Planned SS4A Final Report Date:	12/31/2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$172,264
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$43,066
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$215,330

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Rian Harkins
Community Development Director
City of Shawnee
16 W 9th Street
Shawnee, OK 74801
405-878-1665
Rian.harkins@shawneeok.org

4.2 Recipient Key Personnel.

Name	Title or Position
Rian Harkins	Community Development Director
Petya Stefanoff	Community Planner
Halley Reeves	Project Director (OUHSC)

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC
HCFASS4A@dot.gov

and

Division Administrator – Oklahoma
Agreement Officer's Representative (AOR)
5801 N. Broadway Ext., Suite 300
405-254-3340
hdaok@dot.gov

and

Huy Nguyen
FHWA Oklahoma Division
Transportation Safety Engineer
5801 N. Broadway Ext., Suite 300
405-254-3300
huy.nguyen@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Shawnee, Oklahoma

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: In order to account for a later than anticipated grant execution as well as provide sufficient time to produce a high-quality Action Plan, the final report date has been changed to: 12/31/2026

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
X	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. <i>(Identify the relevant actions from Attachment B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The City of Shawnee will seek to work with individuals and organizations that utilize non-discrimination practices in accordance with applicable State and Federal laws. The City of Shawnee maintains a contract with Shawnee Forward, our local chamber of commerce, to help create, guide, and grow economic and workforce development opportunities within the community and its individual employers.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

Not applicable – grant does not require the purchase of information technology or operational technology.

ATTACHMENT G

[RESERVED]



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a sub-recipient agreement with the University of Oklahoma Hudson College of Public Health and the City of Shawnee to create a Safe Street and Roads for All (SS4A) Action Plan.

Background: This item is a subrecipient agreement between the City of Shawnee, Oklahoma and the University of Oklahoma Hudson College of Public Health to develop the action plan funded by the Safe Streets and Roads 4 All grant. The team from the University of Oklahoma Hudson College of Public Health (assisted by the College of Architecture) will assess the community's existing infrastructure's strengths and weaknesses and develop a community-led safety action plan that the City of Shawnee can use moving forward to address safety and mobility issues within the community. Completion of these tasks will allow the community to pursue additional transportation funding opportunities related to all modes of traffic. The sub-recipient agreement has been approved by the Federal Highway Administration as part of the overall Safe Street and Roads 4 All grant.

Financial Impact: Funding for this contract will be from the Safe Street and Roads 4 All grant.

Attachments: 122235_Sub-Agreement_SS4A_Draft, RevisedSOW_6-6-2025

Staff Recommendation: Approval of the item.

FDP Cost Reimbursement Subaward

Run Template

Federal Awarding Agency: Other [Type in Agency]

Pass-Through Entity (PTE):

Subrecipient:

The City of Shawnee, OK

The Board of Regents of the University of Oklahoma Health Sciences

PTE PI: Rian Harkins

Sub PI: Halley Reeves

PTE Federal Award No:

Subaward No:

Project Title: SS4A Planning and Demonstration Grant for Shawnee, Oklahoma

Subaward Budget Period:

Start: 10/01/2024 ? End: 10/31/2025 ?

Amount Funded This Action (USD): \$ 172,264.00

Estimated Period of Performance:

Start: 10/01/2024 End: 10/31/2025

Incrementally Estimated Total (USD): \$ 172,264.00

Terms and Conditions

- PTE hereby awards a cost reimbursable subaward, (as determined by 2 CFR 200.331), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
- Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
- A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the final Budget Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
- All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
- Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Authorized Official Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
- The PTE may issue non-substantive changes to the Budget Period(s) and Budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.
- Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
- Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award, PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable
- By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

Name:

Date

Title:

Name:

Date

Title:

Attachment 1

Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

Attachment 2

Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award. ☐

This Subaward Is:

☒ Research & Development ☐ Subject to FFATA

Awarding Agency Institute (If Applicable)

United States Department of Transportation

Federal Award Issue Date FAIN Assistance Listing No.

Assistance Listing Program Title (ALPT)

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
<https://www.transportation.gov/>
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
<https://www.transportation.gov/guidance>
4. Applicable Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:
<https://www.transportation.gov/grants/ss4a/general-terms-and-conditions-fy24> except for the following :
 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.1 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

No additional requirements

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

Subrecipient Grants to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: Subrecipient

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein: 42 CFR Part 50 Subpart F

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

Additional Terms ?

Order of Precedence.

In the event of any conflict, inconsistency, or discrepancy, the Agreement and any other documents listed below shall be resolved by giving precedence in the following order:

- (a) This Agreement including the Exhibits hereto
- (b) Prime Award

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name: The City of Shawnee, OK

Legal Address: 16 West 9th Street
Shawnee, OK 74801-6812

Website: <https://www.shawneeok.org/>

PTE Contacts

Central Email:

Principal Investigator Name: Rian Harkins

Email: Rian.Harkins@shawneeok.org

Telephone Number: 405-878-1665

Administrative Contact Name: Rian Harkins

Email: Rian.Harkins@shawneeok.org

Telephone Number: 405-878-1665

COI Contact email (if different to above):

Financial Contact Name: Rian Harkins

Email: Rian.Harkins@shawneeok.org

Telephone Number: 405-878-1665

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Rian Harkins

Email: Rian.Harkins@shawneeok.org

Telephone Number: 405-878-1665

PI Address:

16 West 9th Street
Shawnee, OK 74801-6812

Administrative Address:

16 West 9th Street
Shawnee, OK 74801-6812

Invoice Address:

16 West 9th Street
Shawnee, OK 74801-6812

Attachment 3B**Subrecipient Contacts**

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's UEI Name: The Board of Regents of the University of Oklahoma Health Sciences Center

EIN No.: 73-1563627 Institution Type: Non-Domestic (non-US) Entity

UEI: GY8NMUZQXVS7 Currently registered in SAM.gov: ☒ Yes ☐ NoParent UEI: Exempt from reporting executive compensation: ☒ Yes ☐ No (if no, complete 3Bpg2)Place of Performance Address ? This section for U.S. Entities: Zip Code [Look-up](#)

Congressional District: OK-005 Zip Code+4: 73104-0000

Off-Campus
16 West 9th Street
Shawnee, OK 74801-6812

Subrecipient Contacts

Central Email: HSCORA@ouhsc.edu

Website: http://research.ouhsc.edu

Principal Investigator Name: Halley Reeves

Email: Halley-Reeves Telephone Number: 405-271-8001

Administrative Contact Name: Shartory Simms

Email: Shartory-Simms@ouhsc.edu Telephone Number: 405-271-2090

Financial Contact Name: Michelle Bremenkamp

Email: Michelle-Bremenkamp@ouhsc.edu Telephone Number: 405-271-2177

Invoice Email: GCA@ouhsc.edu

Authorized Official Name: Mary Cathleen Rychner, MBA, CRA

Email: ORANOA@ouhsc.edu Telephone Number: 405-271-2090

Legal Address:

University of Oklahoma
Legal Counsel
660 Parrington Oval, Room 119
Norman, OK 73019-3073

Administrative Address:

University of Oklahoma Health Sciences Center
Office of Research Administration
865 University Parkway, Suite 450
Oklahoma City, OK 73104-3609

Payment Address:

University of Oklahoma Health Sciences Center
Grants & Contracts Accounting
P.O. Box 26901
Oklahoma City, OK 73126-0901

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name: The Board of Regents of the University of Oklahoma Health Sciences

PI Name: Halley Reeves

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☐ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☐ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via designated portal and PTE's within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
- A negative report is required:
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Attachment 5

Statement of Work, Cost Sharing, Indirects & Budget

Subaward Number:

Statement of Work

☒ Below ☐ Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Statement of Project/Proposal
Developing Comprehensive Safety Action Plan
OUHSC Statement of Work

Under this statement of work, OUHSC will collaborate with the City of Shawnee by taking the lead in assessing the existing infrastructure and developing a comprehensive safety action plan for the city's future use. This initiative is part of the Safe Streets and Roads for All (SS4A) grant program, through which the City of Shawnee has received funding from the United States Department of Transportation (DOT).

This initiative aims to address a critical gap in the City of Shawnee's infrastructure by conducting a comprehensive assessment of existing road and pedestrian amenities and developing a strategic plan for improvement. A 2023 community-wide survey identified "maintenance of city streets and sidewalks" as a top investment priority. To meet these needs, the City will develop a comprehensive safety action plan to ensure future infrastructure efforts are coordinated and accessible, focusing on safe connectivity for pedestrians, cyclists, and transit users. This plan will support the expansion of safe and efficient transportation options.

The City of Shawnee plans to develop a comprehensive safety action plan by subcontracting with the OUHSC to complete the following activities:

1.0. OUHSC RESPONSIBILITIES:

- 1.1. OUHSC will conduct comprehensive safety analysis, including data collection on crash statistics, risk factors, and road user behaviors.
- 1.2. Develop a high-injury network map and identify systemic safety needs.
- 1.3. Collaborate with local stakeholders to integrate data and community insights into the Action Plan.
- 1.4. Lead public engagement initiatives to gather input from diverse community groups and stakeholders.
- 1.5. Ensure equity considerations are embedded throughout the planning process.
- 1.6. Draft policy and process recommendations to align local standards with the Safe System Approach.
- 1.7. Develop strategies and prioritize projects to reduce road fatalities and serious injuries.

2.0. CRITICAL BENCHMARKS AND DUE DATES:

- 2.1. If OUHSC elects to subcontract work, the scope of work should include those details as well as funding committed should be included in the budget.
- 2.2. Incorporate existing plans, assessments, and policies, and explore proven safety policies by January, 2025. (First 4 months after inception)
- 2.3. Conduct 4-6 community-engaged accessibility audits and 2-4 community-engaged walk audits. Map data including crash and demographic data, pedestrian and bicycle traffic inducers, density, priority corridors, safe routes to schools, and sidewalk inventory, if possible, by April 2025 (Second 4 months).
- 2.4. Develop Safety Plan grounded in lived experiences of Shawnee residents and provide demonstration project recommendations by August 2025 (Last 4 months).
- 2.5. OUHSC will submit quarterly progress reports to Rian Harkins, Rian.Harkins@shawneeok.org

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied

%

Cost Sharing

Rate Type:

If Yes, include Amount: \$

Budget Details

☐ Below ☒ Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Attachment 6**Notice of Award (NOA) and any additional documents**

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

Safe Streets and Roads for All (SS4A) – Shawnee, Oklahoma

Scope of Work (6/6/2026)

Project Overview

Under the Safe Streets and Roads for All (SS4A) grant funded by the U.S. Department of Transportation, the University of Oklahoma Health Sciences Center (OUHSC) will partner with the City of Shawnee to develop a Comprehensive Safety Action Plan. This plan will focus on assessing existing transportation infrastructure and providing recommendations to improve safety and connectivity for all road users.

Objectives

- Reduce roadway fatalities and serious injuries.
- Assess and prioritize safety infrastructure improvements.
- Enhance community and workforce engagement to ensure inclusive planning and implementation pathways.

OUHSC Responsibilities

OUHSC will perform the following primary activities:

1. Infrastructure Safety Analysis and Planning

- Conduct a comprehensive safety assessment using crash data, risk factors, and road user behavior trends.
- Develop a high-injury network map to identify priority safety zones.
- Integrate systemic safety needs into a draft Safety Action Plan that aligns with the Safe System Approach.
- Evaluate and incorporate existing policies and planning documents.

2. Community Engagement

- Work with the city of Shawnee and community partners to support 4–6 community-engaged accessibility audits and 2–4 community walk audits.

- Facilitate public engagement sessions to ensure representation from diverse groups, including residents, employers, and transit-dependent populations.
- Map demographic and crash data alongside pedestrian and bicycle generators, density, and Safe Routes to School plan.

3. Workforce Development Enhancements

OUHSC will support workforce and professional development by:

- **Leveraging Student Engagement:** Continue involving graduate research assistants, undergraduate students, and medical trainees in transportation data analysis and planning activities.
- **Facilitating Local Workforce Conversations:** Host one or more roundtable discussions or focus groups in partnership with Shawnee Forward (Chamber/Economic Development) and Gordon Cooper Technology Center to:
 - Explore how transportation gaps impact workforce participation and retention.
 - Identify transportation barriers for residents seeking or sustaining employment.
 - Discuss feasible community-led transportation interventions (e.g., microtransit loops).
- **Documenting Opportunities:** Provide a summary of findings and potential strategies, including examples from similarly sized cities and a “menu” of implementation options for future community-led consideration.
- **Offering Basic City Staff Workshops** (optional): Conduct brief trainings or workshops for Public Works or Community Development staff related to mapping tools, transit feasibility analysis, or planning methods.

4. Drafting the Final Plan

- Submit a draft Safety Action Plan incorporating community and stakeholder input by **August 2026**.
- Include 1–2 recommendations for low-cost demonstration projects.
- Summarize feasible transit or microtransit strategies based on economic and operational context in Shawnee.

Revised Critical Benchmarks & Timeline

Milestone	Target Date
Compile existing plans and begin safety analysis	Jan-26
Complete audits, mapping, and initial engagement	Apr-26
Conduct workforce-focused sessions	March–May 26
Submit draft Safety Action Plan	Aug-26

Quarterly progress reports will be submitted to Rian Harkins at Rian.Harkins@shawneeok.org.

City of Shawnee Responsibilities

As outlined in the original scope:

- Provide project management and serve as liaison to local/state partners.
- Support access to necessary data and local stakeholders.
- Coordinate with OUHSC on community engagement and plan development.
- Maintain responsibility for final reporting to the U.S. DOT.



Community Development Department
16 W 9th Street
Shawnee, OK 74801
shawneeok.org

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of the acceptance of the 2025 AARP Community Challenge Grant Agreement.

Background: The City of Shawnee has been selected to receive a Flagship Grant of \$15,000 through the 2025 AARP Community Challenge grant program. This is one project being funded from among the 3,450+ applications nationwide. The original application request of \$25,000 was partially funded due to the high demand for funding.

The grant will help provide resources that assist those aged 50 and older with projects that allow individuals to "age in place" within their dwelling units, such as shower grab bars, wheelchair ramps, minor maintenance, and similar items. While a particular area of emphasis is the Dunbar Heights neighborhood, the grant is available citywide.

Financial Impact: None, no match is required for this grant.

Attachments: OK_City of Shawnee, Oklahoma Agreement

Staff Recommendation: Approval of the item.

AARP Community Challenge Grant Agreement

This AARP Community Challenge Grant Agreement (“Agreement”) serves as an agreement between **AARP**, a social welfare organization located at 601 E Street NW, Washington, DC 20049, and **City of Shawnee, Oklahoma, a municipality**, located at **PO Box 1448, Shawnee, Oklahoma 74801** (“Organization”).

Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, in consideration of the mutual promises and advantages to the parties (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows.

1. **Funding.** AARP shall provide Organization with a one-time payment of grant funding in the amount of **\$15,000.00** (“Grant Funds”).
2. **50+ Focus.** Organization will use the Grant Funds to improve the local community by **creating a range of housing options for older adults and all residents (with a focus on people age 50 and older) to safely live.**
3. **Project Timeline.** Organization will perform the Grant Activities (defined below) between the date of execution of this Agreement and **December 15, 2025, at 11:59 p.m.** (“Grant Period”).
4. **Scope of Grant and Anticipated Activities to Be Funded.** Organization shall use the Grant Funds to undertake the following activities in **Shawnee, Oklahoma** during the Grant Period and achieve the following deliverables (collectively “Grant Activities”):
 - a. Organization will help low-income, older residents remain safely in their homes by providing home evaluations and assisting with necessary repairs and modifications.
 - b. Organization will develop a program to evaluate low-income, older residents' homes for health and safety issues.
 - c. Organization will distribute 250 brochures and publications such as AARP's HomeFit Guide, home safety checklists, and other informational materials to low-income, aged 50-plus residents in the community.
 - d. Organization will assist 100 low-income, older residents with home repairs and accessibility modifications to improve health and safety.
 - e. Organization will recruit twenty-five (25) volunteers from the local community to assist with education, applications, repairs, and home finance or property rights education.
 - f. Organization will include the AARP logo on all materials, including website, social media posts, and flyers in compliance with the Community Challenge Promotional Toolkit.

- g. In compliance with the Community Challenge Promotional Toolkit provided by AARP, which is incorporated herein by reference, Organization will include AARP-provided branding and language that indicates AARP's support for the Grant Activities, as applicable:
 - i. Events and temporary demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP and, as applicable, third-party funders
 - ii. Permanent structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP and, as applicable, third-party funders
 - iii. Printed digital resources or similar communications: Materials will include the AARP logo and mention of support from AARP and, as applicable, third-party funders
- 5. **Reporting Requirements.** Organization agrees to submit to AARP a financial and programmatic after-action report ("AAR") provided by AARP, which is incorporated herein by reference. The AAR will detail all progress or achievement of the Grant Activities described herein and must include a description of Grant Activity outputs and outcomes. It may include personal stories from residents who have benefited from the community improvements, which AARP and its grantors may publicize and distribute without limitation. The AAR may also include an itemized listing of any and all expenditures and drawdowns of the Grant Funds made during the Grant Period. Organization will submit the AAR with visuals (photos and/or video) to the AARP point of contact provided in this Agreement by **December 31, 2025** ("AAR Deadline"). Organization agrees that the submission of the AAR at the conclusion of the project is required by the AAR Deadline and failure to submit the AAR will result in the removal from the AARP website until the time of submission, and non-completion will disqualify an applicant from future AARP Community Challenge grant programs.
- 6. **Documentation and Right to Audit.** Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that Grant Funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.
- 7. **Permissible Use of Grant Funds, Repayments, and Refunds.** Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole and reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement, Organization agrees to promptly return any unexpended portion of the Grant Funds in Organization's possession upon receipt of written demand from AARP.

8. **Term and Termination.** The effective date of this Agreement shall be the date of execution, and the Agreement shall automatically terminate on **December 31, 2025**. This Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall return all unexpended portions of the paid Grant Funds to AARP with receipts and other documentation to substantiate the returned amount within forty-five (45) days of written receipt of early termination from AARP, and AARP shall have no further obligation to provide Organization with any Grant Funds.
9. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
10. **No Commercial or Political Activity.** Both parties recognize that AARP is a nonprofit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or service or for-profit entity.
11. **No Collection of AARP Member Data.** At no time shall Organization collect or maintain any information from individuals involved in the Grant Activities that shall directly or indirectly identify such individuals as AARP members, member-prospects, or individuals interested in AARP.
12. **Indemnification.** To the extent allowable by applicable law, each party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless the other party, its affiliates, and their respective partners, officers, employees, directors, agents, and representatives (each of whom is an “Indemnified Party”) against all liability, loss, suits, penalties, claims or actions, including any costs, damages, expenses (including attorneys’ fees and court costs), arising out of or resulting from (a) the negligent, reckless, or willful acts or omissions of Indemnifying Party, its officers, directors, employees, independent contractors, or agents, (b) the Indemnifying Party’s breach of applicable law or regulation; (c) the Indemnify Party’s breach of this Agreement, including failure to comply with its obligations as set forth in this Agreement; and (d) any claim that the content, media, materials, activities, services, or work product of the Indemnifying Party infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party’s interest. The Indemnified Party may, at its option, conduct the defense in any third-party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this section shall survive the expiration and termination of the Agreement.

13. **Insurance.** Organization is responsible for all Grant Activities performed under this Agreement. Organization will maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the Grant Activities in accordance with generally accepted industry standards and as required by law. Organization will also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.
14. **Acknowledgment and Trademark Licenses.** Organization shall acknowledge AARP's support and, as applicable, third party funding support, in all press releases, public announcements, and publicly released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo and, as applicable and where directed by AARP, the name and or logo of third party funders, solely for that purpose and in compliance with the Community Challenge Promotional Toolkit provided by AARP. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online, and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferable and Organization shall not create any new use of the AARP trademark upon expiration or termination of this Agreement.
15. **Warranties.** Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement will comply with all applicable laws and regulations and will not contain any matter which is defamatory, unlawful, or which in any way infringes, invades, or violates any right of any person or entity, including privacy, publicity, copyright, and trademark. If necessary, Organization shall enter into written agreements and obtain written releases from third parties in order to ensure that any materials produced by the Organization hereunder can be used by AARP as contemplated herein.
16. **Confidentiality and Privacy.** Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless prior written authorization has been obtained from AARP or Organization is required to release information by valid subpoena or court order. This section shall survive the expiration and termination of this Agreement.

17. **Additional Terms.** Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between the parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all parties or their respective designees. The parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

18. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP
Mike Watson
Director, Livable Communities
601 E Street NW
Washington, DC 20049

City of Shawnee, Oklahoma
Mark Simpson
Interim City Manager
PO Box 1448
Shawnee, Oklahoma 74801

ACCEPTED AND AGREED TO BY:

AARP

City of Shawnee, Oklahoma

By: _____

Printed Name: Mark Simpson

Title: Interim City Manager

Date: _____

By: _____

Printed
Name: Mike Watson

Title: Director, Livable
Communities

Date: _____



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of an agreement between the City of Shawnee and Marvin Planning Consultants to complete a housing study for the City of Shawnee.

Background: First identified as an issue in the 2019 Comprehensive Plan, and then later in the most recent Strategic Plan, housing continues to be a pressing issue for the community. In order to better understand trends and coordinate potential solutions, city staff issued a Request for Proposals to consulting firms for a housing study/needs analysis. The report is intended to offer community leaders and stakeholders a basis for formulating community-specific housing priorities, policy alternatives, and intervention strategies, including land use and zoning decisions and allocation of City and other resources.

Staff received 12 proposals from consulting firms across the country and, after review, selected three to interview. The team led by Marvin Planning Consultants was unanimously chosen by staff as the best suited to provide these services. Completion of the study will not only provide a baseline of data and action strategies based on the data and community engagement, but help with eligibility with potential housing grant applications.

Financial Impact: \$125,000 will be allocated to this item, with \$75,000 coming from the capital improvement plan and the remaining \$50,000 coming from the operating budget of the Community Development Department

Attachments: Shawnee, OK Housing Study Contract

Staff Recommendation: Approval of the item.

CONTRACT FOR SERVICES

Shawnee, Oklahoma

Shawnee Housing Study



This agreement between the City of Shawnee, Oklahoma (City) and Marvin Planning Consultants (MPC) is hereby entered into on ____ day of _____, 2025. This agreement shall include this document, and other drawings, conditions, and stipulations as mutually agreed to and attached.

This agreement is for the Shawnee Housing Study project. It shall generally consist of developing a housing condition and needs assessment. The final product will include all necessary meetings and community engagement, as found in the Scope of Services.

Section 1 contains the scope of services to be performed under this agreement. Work shall begin immediately upon signing this document or as directed by the City Commission. Modifications or additions to this schedule may be authorized by mutual consent of the City and MPC.

SECTION 1 - Scope of Services

SEE ATTACHMENT 1 OF THIS CONTRACT

MPC may combine reports listed above to facilitate review and comment. MPC may perform additional services in the direction of the City, with modification to the contract amount in Section 2. Such services shall be mutually agreed upon and attached to this document.

The standard of care for all professional services performed or furnished by MPC under this Agreement will be the care and skill ordinarily used by members of the MPC's profession practicing under similar conditions at the same time and in the same locality. MPC makes no warranties, express or implied, under this Agreement or otherwise, in connection with services provided.

All documents prepared or furnished by MPC under this Agreement are instruments of service developed exclusively for the use of the City. MPC and City shall share the ownership and property interest therein. However, City agrees not to pursue any copyright or other protection of their interest which would prevent MPC from using the same process or manner of expression used in the services provided by this agreement, in different works of MPC. Reusing any such documents by City shall be at City's sole risk; City agrees to indemnify and hold MPC harmless from all claims, damages, and expenses, including attorney's fees, arising from such reuse of documents by City or others acting through City.

B. City shall provide the following:

1. A project manager acts as a direct liaison with MPC to provide instruction and direction on behalf of the City.
2. As needed, copies of all existing base maps owned by or in the possession of the City.
3. Copies of all studies and data in its possession or that it may obtain that are relevant to the performance of this contract.
4. Reasonable assistance in contacting residents and agencies, scheduling activities, and distributing information about the project.
5. Arrange for safe access to and make all provisions for MPC and MPC's Consultants to enter upon public and private property as required for MPC to perform services under this Agreement.
6. Examine all alternate solutions, studies, sketches, drawings, specifications, proposals, and other documents presented by MPC (including obtaining advice of an attorney and other consultants as City deems appropriate concerning such examination) and render in writing decisions pertaining thereto.
7. Give prompt written notice to MPC whenever City observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of MPC

services, or any defect or nonconformance in MPC's services or in the work of any Sub-Consultant.

8. MPC shall be entitled to use and rely upon all such information and services provided by City or others in performing services under this Agreement.

SECTION 2 - Contract Sum and Payment

The City shall pay MPC a lump sum fee of \$125,000.00 for the performance of the scope of services in Section 1. All additional meetings shall be billed at an appropriate rate. City shall be billed a percentage complete every month until the project is complete.

All Invoices not paid within 30 days will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said day; except as stated below. In addition, after giving seven days' written notice to the City, MPC may suspend services under this Agreement until MPC has been paid in full all amounts due for services, expenses, and other related charges.

Additional services may be agreed to and added to Section 1.A above shall be billed in accordance with the agreement or addendum authorizing such service.

SECTION 3 - General Considerations

A. Controlling Law

This Agreement is to be governed by the laws of the State of Oklahoma

B. Successors and Assigns

Neither party shall assign, sublet, or transfer its rights, interests or obligations under this Agreement without the express written consent of the other party.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by MPC to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than City and MPC.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit on City and MPC and not for the benefit of any other party.

D. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notice shall be effective upon the date of receipt.

E. Severability and Waiver

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and MPC, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

F. Termination of Contract

Either party may at any time, upon seven days' prior written notice to the other party, terminate this Agreement. Upon such termination, City shall pay to MPC all amounts owing to MPC under this Agreement for all work performed up to the effective date of termination.

Signed this _____ day of _____, 2025.

City of Shawnee, Oklahoma

Mayor

Date

Attest
City Clerk

Marvin Planning Consultants

Keith A. Marvin AICP

Date

Scope of Services

Project Kick-Off and Organization

Plan Kick-off

Plan Kick-off has been designed to develop different committees that must be involved throughout the project. The key parts of this phase include:

- Meeting with steering committee members to discuss each phase's approach, timing, and intended accomplishments.
- Development of a proposed schedule for different meetings throughout the project with staff.
- Research data available for the project, including multiple sources and Pottawatomie County GIS data.

Steering Committee

A steering committee is anticipated to be established for this project. Our consulting team has years of experience working through details with committees.

Our team views a project like the one proposed as a partnership between our team and those living and working in the county and the communities. The committee involvement is critical to the eventual adoption of a plan BUT it is also critical to the overall implementation of the plan into the future.

Community Engagement

Community Desires

During the process, the MPC team will work to collect information regarding the perceived needs and desires throughout Shawnee. The data collection process will include specific techniques, which will be discussed in greater detail. These techniques include:

- On-line surveys
- Hard copies of the online survey
- Discussions via Facebook page
- Focus group meetings
- Town Hall Meetings
- Steering Committee meeting
- One-on-one interviews with key stakeholders

Community Engagement

Community engagement in Shawnee will be a significant component of this project, and the process will include multiple approaches. It is structured so stakeholders can be involved throughout the process. Our team believes the public must support a plan to be successfully implemented. Some key elements will include:

- Steering Committee
- Facebook interaction
- Surveys via Survey Monkey
- Town Hall meetings
- Key person interviews, including the local Realtors and developers, and tribal leaders

Social Media/MindMixer

Our team will utilize various social media outlets to inform stakeholders about the process and direct them to the project website for more information. Examples would include working with the Shawnee project's existing Facebook pages and X accounts and other community organizations to notify already engaged followers about upcoming planning activities.

Using the community's existing social networks also allows the implementation process to continue after the plan has been adopted and implemented. Stakeholders engaged in the planning process will help implement the Needs Assessment by continuously engaging with resources and people via social networks.

Surveys via Survey Monkey

Survey Monkey has become one of the easiest yet best ways to interact with stakeholders and the residents of a planning jurisdiction. Our team will develop surveys on multiple topics, including housing needs and conditions. These surveys will be available online, linked through Facebook, hardcopies, and others as identified.

Town Hall Meeting

The Town Hall Meetings will focus on collecting input from residents about the future of housing in Pottawatomie County. Our team proposes conducting a dynamic **"Issues and Solutions"** session.

"Issues and Solutions" focuses on defining key housing issues identified by the group and then brainstorming solutions and concepts to effectively address them. This approach is a dynamic engagement process that gets people to interact.

Scope of Services

Key Person Interviews

Several stakeholders with diverse interests exist in Shawnee. Our team proposes conducting key-person interviews and including this input in the housing document.

Personal interviews may be conducted with representatives from the following stakeholder groups:

- Key governmental staff.
- Realtors.
- Developers.
- Bankers.
- Economic Development professionals.
- School administrators.
- Landlords.
- Housing professionals.
- Key businesses and community leaders.
- Elected officials; and
- Other groups listed as part of the Steering Committee

Shawnee Profile

Shawnee Profile

Shawnee Profile is the collection of data regarding the past and existing conditions in the community. These data will include:

- Population and projections (5 and 10-year projections)
- Economics conditions
- Housing conditions including:
 - Number of houses, dwelling units, and households
 - Number of lots, platted and unplatted
 - Number of Single-family homes
 - Number of duplexes/2-unit homes
 - Number of multi-family homes
 - Market rate
 - Below market rate
 - Apartment complexes
 - Senior Assisted Living
 - Nursing Homes
 - Number of Mixed-Use developments promoting alternative housing options
 - Number of owner-occupied versus renter-occupied
 - The average cost of housing
 - Number of households with a cost burden
 - Vacancy rates in Single-family, Multi-family, and other housing units
 - Housing density
 - Age of Housing Stock

Shawnee Housing Demand/Needs Analysis

Shawnee Housing Demand/Needs Analysis

The MPC Team focuses on a "Data-driven Housing Assessment and Action Plan, including:

- The project's housing demand/needs analysis portion will examine Shawnee's existing housing conditions and the two miles outside the corporate limits.
- Once the existing conditions are examined, an online survey will be completed using SurveyMonkey, with hard copies available, to get specific input from the local residents.
- All existing conditions and opinions will be combined, and an overall analysis of the potential housing needs will be completed to determine the future demand for housing.
- Analysis to examine specific economic indicators such as retail and employment demand/conditions and other economic attraction criteria.

The Housing Demand/Needs Analysis will consist of the following:

- Utilizing geospatial information systems (GIS) for processing and visualizing local location intelligence, provide estimates of 1) market and retail saturation, 2) employment and retail GAPs, 3) probability Shawnee will be visited by surrounding shoppers and the size of the demand that represents, 4) extent to which local production is distinguishable from the influence of national economic trends.
- Analyze commuter trends regarding the inflow of employees and the outflow of residents to other areas to determine potential housing cost differences.
- Utilizing GIS to run a Housing GAP analysis designed to provide intelligence for planning from a variety of housing demand, supply, condition, cost, and benefit perspectives, which will be further informed by the location intelligence derived above to discern needs a thorough examination of local value surface over time, housing condition, housing supply, and demand analysis based on results of housing surveys and condition/capacity data, with projections based on a range of housing supply alternatives;
- Several forms of locally collected data, as requested in the RFQ, to inform analyses on the economic situation housing situation; results will be gathered, visualized, interpreted, and presented that contribute to the desired community profile, action plans, and affordable housing plans:
 - Housing needs survey
 - Community attitude survey
 - Workforce survey
 - Public meetings
 - Focus groups/town hall
- The Final Report will be focused on the following on a community and county basis:

Scope of Services

- A report discussing potential housing needs by tenure and value.
- An analysis identifying specific factors contributing to the housing need utilizing various GIS analytical models and presentation formats to illustrate particular issues by the community and the county.
- The team will design, construct, publish, and present the final 3–5-year action plan, including all conclusions and recommendations deriving from various connected analyses above.



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a contract with Redevelopment Resources to assist with the preparation of a new Community Development Block Grant Consolidated Plan.

Background: The City of Shawnee is classified as an "Entitlement Community" for the purposes of the Community Development Block Grant (CDBG) program. This means that the City of Shawnee is granted CDBG funds directly from the United States Department of Housing and Urban Development (HUD). While this affords the City additional opportunities to undertake various activities that assist households and community appearance, there are additional requirements cities like Shawnee must undertake as participants in the CDBG program.

Preparing a five (5) year Consolidated Plan is one of those items. The Consolidated Plan guides how these federal dollars are spent, and outlines the process used to create the plan. Due to a compressed timeline the City has in order to meet HUD requirements while doing some of the work themselves, staff is looking at utilizing a consultant that is well versed in the CDBG program to provide technical assistance in the development of the next Consolidated Plan as well as helping prepare any revisions requested by staff in the HUD field office.

Staff received four proposals from consulting firms across the country and, after review, selected two to interview. The selected consultant, Redevelopment Resources, was chosen by staff as the best suited to provide these services. Completion of the study will not only help in maintaining ongoing compliance with the requirements of the Community Development Block Grant program, but allow the City to utilize these funds in additional ways.

Financial Impact: The contract amount of \$67,060 will be paid for from previous year's CDBG funds.

Attachments: DRAFT Shawnee Consolidated Plan Contract, Amended Shawnee Consolidated Plan Proposal

Staff Recommendation: Approval of the item.

June 10, 2025

City of Shawnee Community Development Block Grant Consolidated Plan Professional Services

THIS AGREEMENT made the ___th day of ____ 2025, by and between Redevelopment Resources, LLC, hereafter called the Consultant, and the City of Shawnee hereinafter called the Client.

The scope of services include the following:

- Task 1: Document Review
- Task 2: Public Input
- Task 3: Secondary Data Gathering
- Task 4: Analysis of Impediments to Fair Housing Choice
- Task 5: Housing and Community Development Five-Year Strategy
- Task 6: Review and Revise 2025 Annual Action Plan
- Task 7: Final Deliverables

(See attached proposal for more detailed descriptions of the tasks.)

CONTRACT PRICE

The Client shall pay the Consultant for scope of services to be performed and deliverables. Total contract costs will not exceed \$67,060. Client will be billed monthly.

TERM

The term of this contract shall begin on _____, 2025, and end when work is completed, approximately December 31, 2025. The Client and Consultant shall periodically review the performance of the terms of the contract and agree upon objectives. Any additional services contracted will be addressed with a separate agreement for services. No such services shall be rendered, and no additional expenses or costs shall be incurred without the prior written approval of client as evidenced by the separate agreement.

CONTRACT MODIFICATION, TERMINATION AND TRANSFER

- Modifications:** This Contract may be modified by mutual written agreement of both parties.
- Termination:** This Contract may be terminated by either party, with or without cause, by written notification from either party to the other at least 30 days prior to the intended termination date. Should this occur, the Client shall be required to pay Consultant for any work completed to that point. If Client terminates this contract due to contractor's default, after notice has been given and an opportunity to cure provided, then no further payments shall be due under this contract.

INDEMNIFICATION

Consultant agrees to indemnify and hold harmless Client and its officers and employees from any liability, claims, suits or causes of action arising out of the provision of management services under this Agreement attributable to the negligence of the Consultant or Consultant's officers, employees, or agents. Said indemnification shall

Redevelopment Resources, LLC
P. O. Box 14357, 722 Traveler Lane, Madison, WI 53718
715-581-1452 www.redevelopment-resources.com

June 10, 2025

include payment of all damages, costs, and attorney's fees. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Oklahoma State Statutes. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Oklahoma law.

NON-EXCLUSIVE SERVICES

The Client acknowledges that the services of Consultant rendered under this contract are non-exclusive and Consultant's fee has been established on that basis. During the term of this contract the Consultant shall be free to render services, similar or dissimilar to the services rendered hereunder to third parties, provided that the services rendered by Consultant to third parties do not directly compete with the services which Consultant is performing for the Client and further provided that the rendering of services to the third parties does not compromise Consultant's business and ethical obligations to the Client.

KEY PERSONS

The Client hereby designates the City Manager as official contact person and liaison with Consultant in all matters relating to the contract. It is understood by both parties to this contract that all official communications, directions, and assignments shall come from or be authorized by the above-mentioned officers. Kristen Fish-Peterson, Managing Partner of Redevelopment Resources, shall be the primary contact for Redevelopment Resources.

GENERAL PROVISIONS

1. This Agreement will be the entire agreement, and only agreement between the Client and Consultant, and shall supersede any previous agreements between the Client and Consultant. Any changes to this agreement will be invalid unless signed and dated by both an authorized officer of the Client and Consultant and attached and made part of this agreement.
2. If any term or provision of this agreement or applicable part hereto shall be void, illegal or unenforceable, the validity of the remaining terms or provisions shall not be affected thereby. Furthermore, the failure of either party to enforce any of the provisions of this agreement in any interest will not be construed as a waiver of its right to enforce such provision either currently or in the future.
3. This agreement shall be subject to, interpreted under, and enforceable according to the laws of the State of Wisconsin. Any judicial action arising directly or indirectly from this agreement shall have its venue in the Courts of the State of Wisconsin and in the County of Dane.

(City Representative)

Date

Redevelopment Resources

Date



June 10, 2025

EXHIBIT 1

(Project proposal attached)

COMMUNITY DEVELOPMENT
BLOCK GRANT CONSOLIDATED
PLAN PROFESSIONAL SERVICES
RFP# 2025-03

Shawnee, OK

PROPOSAL



REDEVELOPMENT
RESOURCES



TABLE OF CONTENTS

SIGNED PROPOSAL COVER SHEET	3
.....	
ACKNOWLEDGMENT OF NUMBER AND DATE OF ADDENDA RECEIVED. (ATTACHMENT C)	6
.....	
COVER LETTER	9
.....	
ORGANIZATIONAL CHART	10
.....	
PROJECT UNDERSTANDING	12
.....	
5-YEAR CONSOLIDATED PLAN SCOPE	12
.....	
RELEVANT EXPERIENCE	16
.....	
FEE STRUCTURE	18
.....	
PROJECTED COMPLETION SCHEDULE	19
.....	
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS AS REQUIRED BY THE BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. 1352	20
.....	
ATTACHMENT B: (NOT APPLICABLE)	23
.....	
ATTACHMENT D: NON-COLLUSION AFFIDAVIT.	24
.....	
ATTACHMENT E: CONFLICT OF INTEREST CERTIFICATION	27
.....	
ATTACHMENT F: AFFIDAVIT OF SINGLE SUBMITTAL.	29
.....	
ATTACHMENT G: DETAILED RESUMES	32
.....	
ATTACHMENT H: FIRM PROFILE	36

SECTION 1

SIGNED PROPOSAL COVER SHEET

City of Shawnee, Oklahoma
Request for Proposal

RFP# 2025-03 CDBG Consolidated Plan Professional Services

Submittal shall be sent to:

City of Shawnee

Attn: City Clerk

16 W 9th Street

Shawnee, OK 74801

Sealed Envelope should be clearly marked:

RFP# 2025-03- 2025-2029 CDBG

Consolidated Plan Professional Services

SUBMITTAL COVER SHEET

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

RESPONDENT: Redevelopment Resources, LLC	FEDERAL ID OR SOCIAL SECURITY NO.: 27-2014797	
STREET ADDRESS: 722 Traveler Ln	P.O. BOX: P.O. Box 14357	ZIP: 53708-4357
CITY & STATE & ZIP: Madison, WI 53718	TELEPHONE NO.: 715-581-1452	TOLL FREE TEL. NO. (800):
NAME & TITLE OF PERSON SIGNING: Kristen Fish-Peterson, Principal & CEO	FAX NUMBER: N/A	E-MAIL: kristen@redevelopment-resources.com
PROPOSAL IS FROM A/AN: (x) Corporation organized and existing under the laws of the STATE OF <u>Wisconsin</u> () Partnership () Individual		

NON-COLLUSION

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

PROPOSAL CERTIFICATION

The Undersigned certifies that to the best of their knowledge:

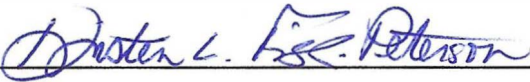
(X) There is no officer or employee of the City of Shawnee who has, or whose relative has, a substantial interest in any contract award subsequent to this proposal.

() The names of any and all public officers or employees of the City of Shawnee have, or whose relative has, a substantial interest in any contract award subsequent to this proposal are identified by name as part of this submittal.

(X) The undersigned further certifies that the Entity IS NOT currently debarred, suspended, or proposed for debarment by any federal or State agency. The undersigned agrees to notify the City of Shawnee of any change in this status, should one occur, until such time as an award has been made under this action.

Date: April 1, 2025

Entity Name: Redevelopment Resources, LLC

By: 

Print Name: Kristen Fish-Peterson

City of Shawnee, Oklahoma

Request for Proposal

RFP# 2025-02 Housing Study and Needs Analysis Professional Services

SIGNATURE PAGE

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

Redevelopment Resources, LLC

Firm Submitting Proposal

722 Traveler Ln.

Address

Madison, WI 53718

City

State

Zip

715-581-1452

Phone Number

N/A

Fax Number

kristen@redevelopment-resources.com

Email

www.redevelopment-resources.com

Web Address

Kristen Fish-Peterson

Authorized Person Submitting RFQ (Print)

Principal & CEO

Title



Signature

04/01/2025

Date

SECTION 2

ACKNOWLEDGMENT OF NUMBER AND DATE OF ADDENDA RECEIVED.
(ATTACHMENT C)

Attachment C – Addendum Acknowledgement Form

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

Addendum No.: We did not receive any addenda Dated: 03/31/2025

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

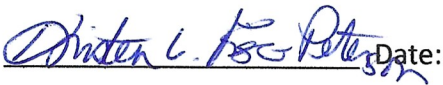
Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

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

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

Company Name: Redevelopment Resources, LLC FEIN: 27-2014797

Authorized Signature:  Date: 03/31/2025

Printed Name: Kristen Fish-Peterson Title: Principal & CEO

SECTION 3

COVER LETTER



**REDEVELOPMENT
RESOURCES**

Redevelopment Resources

722 Traveler Lane, Madison, WI 53718

www.redevelopment-resources.com

May 20, 2025

Rian Harkins
Community Development Director
City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
Email: rian.harkins@shawneeok.org

Dear Mr. Harkins,

It is with interest that Redevelopment Resources submits this proposal for the 2025–2029 Consolidated Plan for the City of Shawnee.

The Community Development Block Grant program is a complex and detailed program and not many companies have the intimate knowledge and experience to provide services to communities who receive funds from HUD through this program. Redevelopment Resources has supported communities through the very services being sought with this request for proposals.

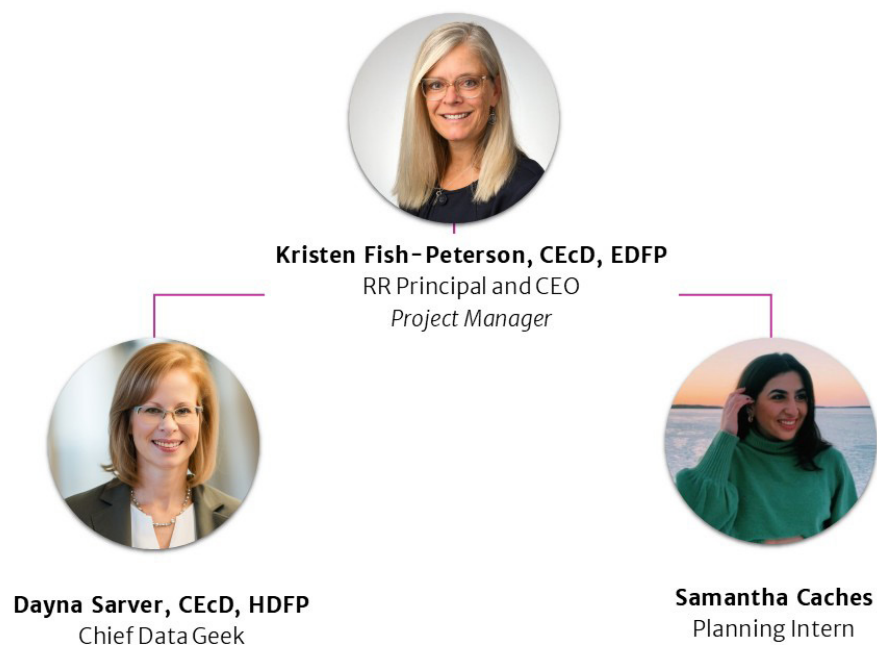
- In the City of Wausau, Kristen Fish–Peterson was part of the team administering the City's CDBG funds for seven years.
- For the City of Fond du Lac, Ms. Fish–Peterson was under contract for over a year, administering the City's CDBG program.
- For the City of Appleton, Kristen Fish–Peterson administered the CDBG program while it was housed in the Finance Department, managing all aspects of the program for nearly two years.
- For the City of Oshkosh, created a timeline for one year of all CDBG activities, in the process of consulting on all aspects of running the CDBG program in the absence of legacy employees.
- For the City of Racine, ongoing CDBG consulting services including updating policies, ordinances, and support to maintain timeliness.
- Currently Kristen Fish–Peterson is managing the City of Sheboygan, WI's CDBG program, drafting its Consolidated Plan, administering the commercial revolving loan program, drafting the CAPER and responding to timeliness issues to HUD.
- Over time, several individual CDBG grants have been managed and administered by Redevelopment Resources.

Kristen Fish–Peterson would be the contract administrator/project manager. She has an extensive background and training administering the CDBG program for entitlement communities in Wisconsin and various other grants. I can be reached directly at 715–581–1452 or kristen@redemption-resources.com. We look forward to the opportunity to discuss this project with you further.

Sincerely,

Kristen Fish–Peterson, CEcD, EDPF, Principal/CEO

ORGANIZATIONAL CHART



Why Choose Us?

The Redevelopment Resources team is not only uniquely qualified to undertake this project and deliver high-quality results, but we also are passionate about this work. This guiding document prescribed by HUD is significant and important to the City and will allow your community to effectively leverage the federal dollars to their most impactful use.

We take a comprehensive approach to analyzing all the relevant data that contributes to meeting the needs of the low/moderate income population in your community. Our ability to distill programming, policy and project-oriented solutions from the primary and secondary data, and customize solutions for each community we work with, gives us a unique advantage as service providers of this product.

We have experience with this federal program. We’ve seen it in action and have been creative in ways cities can utilize these limited funds to make the most impact on residents. In addition to providing relevant, implementable studies and action plans, we enjoy our work and consistently bring projects in on time and within budget.

Kurt Paulsen • 1st
Professor, Urban and Regional Planning, ...
8mo • 📍

Deep appreciation to **Kristen Fish-Peterson, CECd, EDFP** and her team at Redevelopment Resources for this Housing Study and media coverage. Sheboygan County, as I've learned, has a real strength in manufacturing but a housing shortage for workers. (Something **Brian Doudna** knows very well).

LOCAL

Sheboygan could need more than 5,000 housing units, a new study shows

City Administrator Casey Bradley said the 2021 housing study 'grossly understated' Sheboygan's projected housing needs.

Alex Garner
Sheboygan Press
Published 4:58 a.m. CT June 25, 2024

Project Management

Redevelopment Resources' approach to project management is one of organization and clear communications employing the following techniques:

- Utilizing technology tools to keep us organized
- Internal checks and balances to proofread, discuss and inspire each other's work
- Division of labor amongst the team according to our skills and talents
- Regular check-in meetings with the city to ensure we are staying on track with our schedule and can report updates and share any needs for additional information or contacts
- Regular benchmarking against the proposed timeline to ensure the project stays on target
- Asking bold questions when meeting with our clients to ensure we are challenging them to achieve the best possible outcome with each project
- We believe in no surprises – if we are going to make recommendations on any topic, we will discuss it with the project team (staff and steering committee) first
- We work (beyond our contract if necessary) to ensure our clients' expectations are met and exceeded, and that each task outlined in the contract is completed
- Budget controls are ours to manage. If we exceed the estimated budget of a project and it is our fault, we do not amend contracts but complete the work at our expense. If we are asked to do work beyond the original scope, we discuss contract amendments with the client prior to proceeding.
- Confidentiality: We understand that when public sector staff members share information in confidence that it is critically important to respect that confidentiality, whether it is about a future action the community is undertaking, specific negotiations going on, or other sensitive information.
- Neutrality is also important. We do not express "a side" on any issue, but act in a professional manner to gather the information and use it to guide recommendations we believe are best for the community.

Project Team

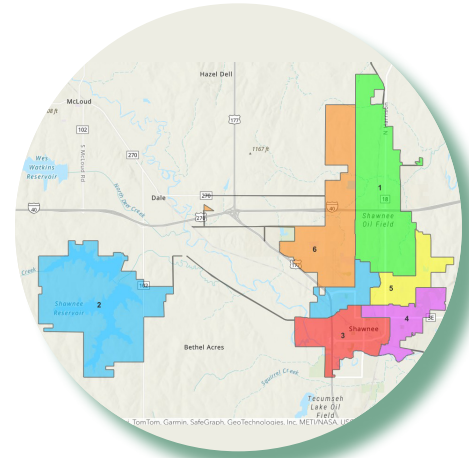
Kristen Fish-Peterson will be the designated Project Manager, coordinating stakeholder input and be the lead strategist. Dayna Sarver will conduct data collection, analysis, document design, and lead GIS tasks. Samantha Caches will assist with stakeholder engagement activities. Detailed resumes of project team are in Attachment G.



SECTION 5

PROJECT UNDERSTANDING

The City of Shawnee is an entitlement community that receives approximately \$336,000 annually in CDBG funds. The city is seeking qualified firms/teams/individuals to help develop its next Five-Year Consolidated Plan for the City of Shawnee for HUD Program Years 2025–2029, which includes the requirement of completing an Analysis of Impediments to Fair Housing.



SECTION 6

5-YEAR CONSOLIDATED PLAN SCOPE:

We understand that the Consolidated Plan is a collaborative process that establishes a unified vision for affordable housing and community development actions. Our plan will identify housing needs, set priorities, and describe the governmental and non-governmental resources that will be used for activities designed to meet those needs. Our plan will meet all the requirements from the Department of Housing and Urban Development and at the same time create an opportunity for strategic planning and citizen engagement to take place in a comprehensive context.

Shawnee's next Consolidated Plan will use creative methods for input gathering to determine how to best meet the needs of residents for:

- Decent housing.
- A suitable living environment.
- Expanded economic opportunities.

Task 1: Document Review

Our team will review strategic plans of the city, the city's Capital Improvement Plan, county plans, Police Department tactical plan, and include any relevant information that may further articulate the institutional structure and coordination in implementing the priorities and objectives of the Five-Year Strategy.

We will also study the most recent Consolidated Plan for 2020–2024, past Annual Action Plans, past Analyses of Impediments to Fair Housing Choice, previous CAPERs, and the public participation plans for those efforts.



Task 1.1 **Potentially** Amend 2020–2024 Consolidated Plan/2024 Annual Action Plan

- a. Redevelopment Resources will review current programs and spending, review Timeliness Letter received by the City from HUD and gather information to understand current fund balances in IDIS.
- b. We will work to bring activities in IDIS current, work with the finance department, and reconcile fund balances so that what the City of Shawnee shows to be available, matches with what HUD sees in IDIS.
- c. We will clearly document outstanding loan balances and fund balances and provide a clear picture of what the City receives in program income, vs. what the City has in terms of annual allocation from all program years and funds.
- d. We will conduct research and understand the community's most pressing needs now, to know where and how to reprogram dollars from previous program years and activities.
- e. Any new programs or activities proposed will be clearly identified, outlined and described to ensure effective implementation by current staff.
- f. We will draft an amendment to the 2020–2024 Consolidated Plan.
- g. We conduct any public input required for the amendment to the 2020–2024 Consolidated Plan.
- h. Our team will shepherd the amendment through the public approval process.
- i. Once approved we will oversee the implementation, spending, and reporting to ensure the City can return to being timely in the eyes of HUD.

Scan
the QR code



1 Data Collection



Task 2.3: Other public comment

We will gather any comments made at public meetings during the public comment period and include them in the plan, in the appropriate places.

Task 3: Secondary Data Gathering*

Data will be gathered, analyzed, and presented in easy-to-understand graphics and narrative, to lead the reader through the story, and allow them to arrive at the place of understanding our relevant recommendations. We will gather data on the City of Shawnee as a whole and analyze it by census tracts over time, in addition to analyzing it over time for the entire city. The data gathered will enable us to determine housing, homelessness, special population, and community development needs. A variety of data sources will be used for the purposes of this study. Data sources will include the following:

- U.S. Census and American Community Survey Housing Characteristics Data
- U.S. Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) Data and Fair Market Rents
- Zillow
- Apartments.com
- Multiple Listing Service
- Esri Community Profile
- City Assessing Department
- City Planning and Zoning Department
- City Building Inspection Department

Task 4: Analysis of Impediments to Fair Housing Choice

We will conduct the Analysis of Impediments to Fair Housing in accordance with the necessary requirements and guidelines under the Federal Regulations. We will identify steps the City shall take to affirmatively further fair housing through an updated document. Our AI will be used to evaluate, monitor, address, and resolve Fair Housing issues in preparation of the City of Shawnee's Five-Year Consolidated Plan. The AI will include all required information according to Title 24 regarding the submission of this study in compliance with the Consolidated Plan.

We will review previous records of Fair Housing Complaints, interview housing and related housing service providers to determine the extent of housing discrimination occurring in Shawnee. We will also interview several residents and landlords to understand the extent of potential fair housing violations.

Recommendations will be made to address the issues we uncover in Shawnee around fair housing violations.

Task 5: Housing and Community Development Five-Year Strategy

Our team will **review and revise** the Housing and Community Development Five-Year Strategy according to the regulations that guide the Consolidated Planning process. We will include and present the information relative to the three required elements:

1. **Housing and community development resources**
Identifying resources (including land) and how they will be leveraged.
2. **Housing and community development objectives and projects**

2 Data Preparation



3 Data Visualization



4 Data Analysis



We will identify and prioritize actions, projects and programs that will work toward meeting National Objectives as well as the local goals and objectives set forth in the Plan. We will provide a justification for priority needs, activities, potential obstacles, milestones that indicate momentum towards reaching goals, and the use of funds.

3. **Coordination**

We will lay out how all appropriate resources can be layered and coordinated to achieve the stated recommendations.

We will **review and potentially amend** the Housing and Community Development Five-Year strategy as required by Consolidated Plan regulations and incorporate performance measurement data required by HUD, such as reducing the number of families living in poverty and removing barriers to affordable housing. The Plan will be structured to align with the City's Funding Allocation processes and annual performance assessments.



Task 6: 2025 Annual Action Plan

Understanding that the 2025–2029 Consolidated Plan guides the next five years of activity for the City's CDBG and related programs, we will provide the annual roadmap to which efforts can be focused. The First-Year Annual Action Plan will report specifically on expected resources, annual goals and objectives, how funding will support affordable housing, and specific program requirements.

We will **review and revise** the 2025 Annual Action Plan based on the work critical to complete approximately 20% of the Consolidated Plan. We realize some activities will take longer to initiate but we will set up the Annual Action Plan with the right elements to get the five-year Consolidated Plan off to a solid start. In doing so, we will:

1. Identify budget activities for 2025 in relevant categories of Public Service (no more than 15% of the total allocation), City initiatives, Homeowner rehab, other Housing related activities, Blight Elimination, Economic Development and Administration.
2. We will complete all narrative sections and all other components of the Annual Plan.
3. We will prepare tables and maps to indicate specifically (and geographically) how the City will target assistance to low-income and minority concentrated areas during the 2025 program year.
4. We will schedule public comment periods, receive public comment and host public hearings through the committee or board in Shawnee who is responsible for hearing such comments and approving the Consolidated Plan, Annual Action Plan and Analysis of Impediments.

Task 7: Final Deliverables

We will prepare and present the Consolidated Plan, Analysis of Impediments to Fair Housing, and Annual Action Plan in hard copy and present it on a flash drive. We will include the Executive Summaries for both the Consolidated Plan and Annual Action Plan. These will be easy to read and understand, with attractive graphics, maps and other illustrations to highlight key information in both documents.

SECTION 7

RELEVANT EXPERIENCE

City of Wausau WAUSAU, WI

Kristen worked in the Community Development Department and participated in the department's administration of all CDBG, HOME, ESG and other funds. Attended the National Community Development Association conference for at least five years. Received "Basically CDBG" training in San Francisco in 2006. Participated in Annual Action Plan and Consolidated Plan process.

 2001–2008

City of Fond du Lac FOND DU LAC, WI

Contracted for CDBG administration for the City, in the absence of a long-term staff member. Kristen drafted Analysis of Impediments to Fair Housing, conducted environmental reviews, and oversaw public comment process for Annual Action Plan process. She also drafted Annual Action Plan, Consolidated Plan, and took it through the approval process to Redevelopment Authority and City Council. She worked approximately 16 hours per week for nearly two years until the current staff was hired. Relevant references have retired: Wayne Rollin and Joellyn Dahlin.

 2009–2011

City of Appleton APPLETON, WI

Contracted for CDBG administration for the City, following the departure of a long-time employee. Kristen managed all aspects of the CDBG, HOME, and ESG programs including managing the drafting and administration of the Annual Action plan, participating in a monitoring visit from HUD Milwaukee, and working with subrecipients on applications, contracts, monitoring and general program implementation inquiries. She worked for approximately 10–15 hours per week for two years until the Community Development Department took the program over from the Finance Department.



References:

Lisa Remiker, Former Finance Director, City of Appleton,
Current Finance Director, City of Little Chute
Work Phone: (920) 423-3855
Personal Phone: (920) 419-6021



Anthony Saucerman, Director of Finance, City of Appleton
100 N. Appleton Street
Appleton, WI 54911
Email: tony.saucerman@appleton.org
Phone: (920) 832-6442

 2012–2014

City of Oshkosh OSHKOSH, WI

Contracted for CDBG advisory services to aid young staff in understanding the CDBG program following the retirement of a long-time employee who did not properly train the incoming staff. Kristen created a timeline of what a year in the program should look like, noting when to undertake planning for the following year (including gathering public input) and when to be working on the CAPER. She coached staff on subrecipient monitoring and timeliness. For 18 months, she worked approximately 10 hours per week.



Reference:
Kelly Nieforth, (former) Community
Development Department Director
City of Oshkosh
920.236.5045
knieforth@ci.oshkosh.wi.us



2021–2022

City of Racine RACINE, WI

Kristen is currently assisting the City of Racine with CDBG advisory consulting as they experienced staff transitions and needed support for extreme issues due to timeliness. After spending several months working with the new team, we are pleased to report that the department is current with their investments and passing on timeliness. Kristen is also assisting the department with public input related to their new Consolidated Plan. Several policies, applications, NOFAs and ordinances have been updated. She has worked approximately 20 hours per month for the past 24 months.



Reference:
Walter Williams, City Development Director
City of Racine, Wisconsin
730 Washington Ave. Room 304
Racine, WI 53403
262-636-9321
Walter.williams@cityofracine.org



2023–present

City of Sheboygan SHEBOYGAN, WI

Kristen Fish-Peterson is currently managing the entire CDBG program for the City of Sheboygan, due to staffing shortages. She is administering contracts (including payments to subrecipients) for public services, administering the economic development revolving loan fund, overseeing the Homeowner Rehab loan program, writing the Consolidated Plan for 2025–2029, will be drafting the CAPER for PY2024, and responding to timeliness issues.



Reference:
Casey Bradley, City Administrator
City of Sheboygan | City Hall
828 Center Avenue | Sheboygan, WI 53081
920-459-3287
Casey.Bradley@sheboyganwi.gov



November
2024–present

As all the above work is/was long-term contract work, the budget implication was different than if we had completed a single report, such as a Consolidated Plan. In the City of Fond du Lac and the City of Appleton, the work included Consolidated Plans and Annual Action Plans where I was the one primarily responsible. In the City of Oshkosh and City of Racine, I was supporting the staff from an advisory capacity. In Sheboygan I am serving in the capacity of city staff on contract.

SECTION 8

FEE STRUCTURE

	Kristen Fish-Peterson hourly rate \$190		Dayna Sarver hourly rate \$160		Samantha Caches hourly rate \$100	
	Hours	Cost	Hours	Cost	Hours	Cost
Internal meetings with Staff and Document review	30	\$5,700	8	\$1,280	2	\$200
Secondary Data Gathering	36	\$6,840	50	\$8,000	5	\$500
Analysis of Impediments to Fair Housing Choice	90	\$17,100	6	\$960		
Review and Revise Housing & Community Development Five-Year Strategy	60	\$11,400	3	\$480		
Review and Revise Annual Action Plan	36	\$6,840				
Draft Document revisions	12	\$2,280	8	\$800		
Graphic Design and Mapping			18	\$2,880	2	\$200
Presentation to Stakeholders	4	\$760	4	\$640	2	\$200
Subtotal	268	\$38,380	89	\$4,960	9	\$1,200
Travel expenses		\$2,500				
Total hours	376					
Total Cost		<u>\$67,060</u>				

Scope of Work Timeline	July	Aug.	Sept.	Oct.	Nov.	Dec.
Analysis of Impediments to Fair Housing						
Review and Revise Housing and Community Development Five-Year Strategy						
Review and Revise 2025 Annual Action Plan						
Provide ongoing support to Community Development Department						
Draft Document revisions						
Public Approval Process						
Graphic Design and Mapping						

APPENDIX A

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS AS REQUIRED BY THE BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

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

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

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

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

The Contractor, Redevelopment Resources, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for

False Claims and Statements, apply to this certification and disclosure, if any.



Contractor's Authorized Official

04/01/2025

Date

Kristen Fish-Peterson, Principal & CEO

Name & title of Contractor's Authorized Official

APPENDIX B

(Not Applicable)

APPENDIX D

NON-COLLUSION AFFIDAVIT.

Attachment D: Non-Collusion Affidavit of Vendor

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

COUNTY OF Dane) SS. STATE
OF Wisconsin

AFFIDAVIT

I, Kristen Fish-Peterson, declare under oath, under penalty of perjury, that I am lawfully qualified and acting officer and/or agent of Redevelopment Resources (Firm's Name) and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Shawnee, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Shawnee, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. Redevelopment Resources (Firm's Name) has not pled guilty to or been convicted of a felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.

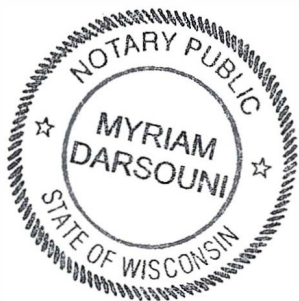
That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to Redevelopment Resources (Firm's Name) has been convicted of a felony charge for fraud, bribery, or corruption relating to the sale of real or personal property to any state or political subdivision of a state.

Kristen L. Fish-Peterson

(Officer or Agent)

Subscribed and sworn to before me this 31 day of March, 2025.
eterson

(SEAL)



8-11-2026
My Commission Expires

[Signature]
(Notary Public)

APPENDIX E

CONFLICT OF INTEREST CERTIFICATION

Attachment E: Conflict of Interest Certification

In accordance with 2 CFR 200.318(c)(1) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Shawnee in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 2 CFR 200.318(c)(1).

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

Bidder Name	Redevelopment Resources, LLC
Signature	
Printed Name	Kristen Fish-Peterson
Position	Principal & CEO
Date	03/31/2025

APPENDIX F

AFFIDAVIT OF SINGLE SUBMITTAL.

Attachment F: Affidavit Of Single Submittal

To: City of Shawnee
Shawnee, Oklahoma

At the time the proposal is submitted, the Respondent shall attach to their proposal a sworn statement. The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Wisconsin, CITY OF Madison, before me, the undersigned authority, personally appeared Kristen Fish-Peterson, being duly sworn, deposes and says they are Principal/CEO (Title) of Redevelopment Resources the Respondent submitting the attached proposal for the services covered by the RFQ documents.

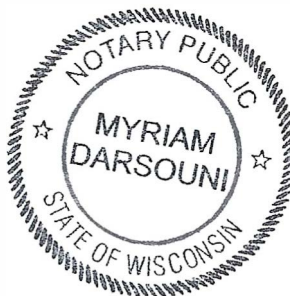
The affiant further states that no more than one proposal for the above referenced project will be submitting from the individual, their firm, association nor corporation under the same of different name and that such Respondent has no financial interest in the firm of another Respondent for the same work, that neither they, their firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Kristen L. Fish-Peterson

Respondent

Principal/CEO

Title



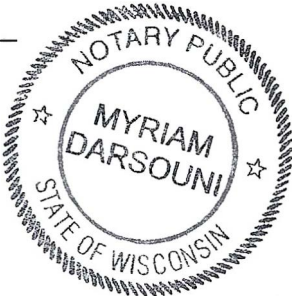
STATE OF Wisconsin
COUNTY OF Dane

RFP# 2025-03 CONSULTANT SERVICES

Subscribed and sworn before me this 31 day of March 2025 by Kristen L Fish who personally
Peterson
appeared before me at the time of notarization, and who is personally known to me or who has produced
identification.

[Signature]
Notary Public

08-11-2026
My commission expires



APPENDIX G

DETAILED RESUMES



Kristen Fish-Peterson,
CEcD | EDFP
Principal & CEO

PROFESSIONAL DEVELOPMENT

Certified Economic
Developer

International Economic
Development Council (IEDC)

Economic Development
Finance Professional
National Development Council
(NDC)

IEDC Board Member, 2006–
2018

WEDA Executive Director,
2011–2014

WEDA President, 2008

EDUCATION

Master of Business Adminis-
tration

University of Wisconsin, Oshkosh

Bachelor of Business Admin.,
Marketing

University of North Dakota

Kristen has over 30 years of direct experience in redevelopment, market analysis, planning, implementation, grant writing, brokerage, business development, media, manufacturing, and marketing. In 2009, she and two colleagues started Redevelopment Resources, a community impact consulting firm which operates throughout the Midwest. She has managed all aspects of market analysis projects, strategic planning processes, business development and adaptive reuse programs including business recruitment, retention, entrepreneurial programming, loan fund management, deal structuring, blight elimination and policy/ program development.

EXPERIENCE

Market Analysis, Fiscal and Economic Impact Analysis

- Conducted dozens of market analyses for real estate development, redevelopment, and housing studies for commercial corridors, downtowns, municipalities, and counties using a variety of data sources and primary research methods
- Calculated fiscal and economic impact analysis for multi-family residential complexes and public/private redevelopment projects

Strategy Development and Implementation

- Developed strategy and carried out implementation activities for numerous communities
- Created redevelopment strategies for dozens of other clients throughout the central U.S.
- Created unique policies, programs, and organizational structures for implementing strategies developed for clients

Project Funding

- Written and implemented several Tax Increment Financing plans
- Utilized multiple funding sources for complete projects
- Successful grant writing at local, state, and federal level

Housing Redevelopment

- Redeveloped a former hospital in Forest City, IA into eight, unique market-rate units
- Currently in redevelopment process of a former elementary school in Pleasantville, IA

Housing Study Projects Managed

- Crow Wing County, MN
- Blackhawk Hills Regional Council
- City of Baraboo, WI
- City of Rockford, IL
- City of Sheboygan, WI
- City of Plymouth, WI



**REDEVELOPMENT
RESOURCES**

Dayna brings more than ten years of professional experience in economic development and real estate redevelopment to the Redevelopment Resources team. Prior to joining Redevelopment Resources, she was the Economic Development Manager for the City of Verona and the Economic Development Coordinator for the City of Janesville. She was also a project assistant for Bill Ryan at University of Wisconsin–Extension’s Division of Community Economic Development focusing on downtown redevelopment. Dayna desires to help others reach their full capacity and enjoys engaging with local and state stakeholders with a multi-disciplinary approach to the development of the community’s natural, social and fixed assets.

EXPERIENCE

Market Analysis

- Analyzed the housing stock for communities in WI and IL.
- Conducted market analysis for several communities in WI, OH, and VA.

Redevelopment Strategy and Implementation

- Assisted with the creation of a downtown redevelopment strategies in WI, IL and OH.
- Developed an RFP for a redevelopment project near downtown Verona which included a historic property.
- Implementation activities have included, securing appraisals and negotiating the sale of City-owned property; hiring and overseeing environmental studies, and finding funding sources for redevelopment projects.

Project Funding

- Written and implemented several Tax Increment District plans
- Utilized multiple funding sources for complete projects
- Successful grant writing at state level

Stakeholder & Public Engagement

- Designed and administered online surveys and organized stakeholder engagement meetings for downtown redevelopment activities, work-force development, and housing studies.
- Organized stakeholder engagement meetings for the redevelopment of a prominent property in Verona as well as for business owners impacted by road improvements.

Housing Study Projects:

- 2015 Housing Needs Assessment for Dane County and Municipalities
- 2019 Verona Housing Fee Report and Housing Affordability Analysis
- Blackhawk Hills Regional Council
- City of Baraboo, WI
- City of Rockford, IL
- City of Sheboygan, WI
- City of Plymouth, WI



Dayna Sarver,
CEcD, HDFP
Chief Data Geek

PROFESSIONAL DEVELOPMENT

Certified Economic Developer
International Economic Development Council (IEDC)

CURRICULUM VITA

Ryan, Bill, Dayna Sarver, Amy Greil, Errin Welty, Joe Lawniczak. (2014). An Analysis of Storefront Improvements: A Selection of Wisconsin Case Studies. University of Wisconsin–Extension. PDF available at: <http://learningstore.uwex.edu/Assets/pdfs/G3914.pdf>

EDUCATION

Master of Science, Urban Planning
University of Wisconsin–Madison
Bachelor of Arts, Economics
Central College



**REDEVELOPMENT
RESOURCES**



Samantha Caches

Intern

EDUCATION

B.A., Landscape Architecture and Urban Studies

University of Wisconsin-Madison

M.S., Urban Planning Candidate

University of Wisconsin-Madison '26

With a unique blend of creativity and curiosity, Sam is deeply committed to making a positive impact on the community and the public realm. She has consistently demonstrated a strong passion for learning about the impact that various policies and elements of the built and natural environment have on different population economically, socially, and psychologically. She has been involved in various impactful activities, including Habitat for Humanity and UniverCity. These experiences have allowed her to develop a well-rounded perspective on the importance of community engagement in urban planning.

EXPERIENCE

Redevelopment Strategy And Implementation

- La Coutre Band of the Ojibwe Nation redevelopment of Al Capone's Hideout site visit and visioning for the existing structures and overall site plan design.
- City of Rockford Housing Study and Needs Analysis

Stakeholder & Public Engagement

- La Coutre Band of the Ojibwe Nation redevelopment of Al Capone's Hideout
- Rock County Broadband Infrastructure Needs Survey Marketing Materials and distribution at local events

SKILLS

- Microsoft Office
- ArcGIS and QGIS
- Canva
- Wix

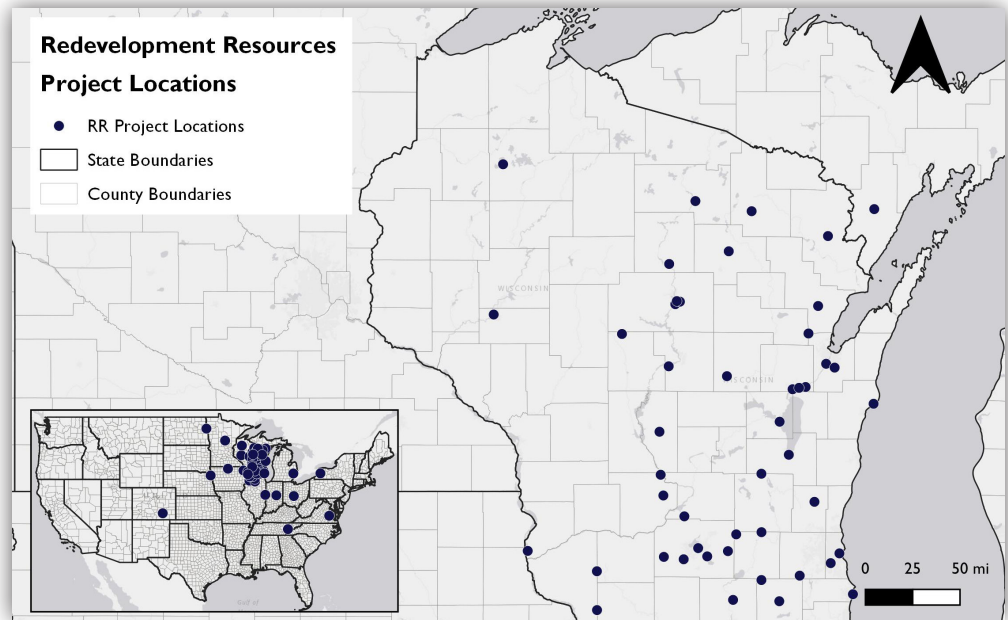
FIRM PROFILE

Established in 2009, Redevelopment Resources is a limited liability corporation that operates throughout the Midwest. We are also a certified Wisconsin Disadvantaged Business Enterprise and Certified Woman Owned Business. Our firm employs three full-time staff and two student interns.

As a community impact consulting firm, Redevelopment Resources provides development and redevelopment solutions and research services to public sector jurisdictions, businesses, and organizations. We encourage all our clients to dream a bigger dream for their community and work under a motto of “every challenge deserves a unique solution”. Our services include:

- various types of analysis
- strategy development
- fund creation, procurement, and administration
- deal structuring
- real estate development
- incentive policy development
- executive recruitment

Over the last fifteen years, we have conducted five county-wide housing studies in MN, WI, and IL, seven community housing studies (including Appleton, Sheboygan, Racine, and Rockford), one private-sector housing study, and acted as a housing developer in two communities in Iowa.



We are geeky passionate about what we do. Relationship building is critical to our work and our ability to assist communities transform their local economies for the better is what drives us. We work tirelessly to ensure the quality of our work and strive to produce nothing but the best product for our clients. Exceeding your expectations with a well-thought-out and well-presented product is our top priority. We understand that there is a history to every community, and the leadership of each one has taken great care to craft the present day and future circumstances that exist.

THANK YOU



**REDEVELOPMENT
RESOURCES**

722 Traveler Lane
Madison, WI 53718
Phone: 715-581-1452
kristen@redevelopment-resources.com
www.redevelopment-resources.com



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request to transfer properties via donation to the Tiny Homes Foundation, specifically located at 1407 North Center, 545 North Elm, 535 North Bell, 220 North Oklahoma, 223 South Oklahoma, and 1025 East 10th.

Background: The Tiny Homes Foundation, a 501c3 non-profit entity authorized to operate in Oklahoma, serves communities by providing housing opportunities for low- to moderate-income households through the development of new dwelling units. As part of their efforts to further assist individuals and families with affordable housing, the Tiny Homes Foundation has reached out to City staff in order to help secure suitable properties for new projects. As a follow-up to that discussion, the foundation has asked the City of Shawnee for the transfer of six (6) residential properties that would be used in their next round of construction. The properties are located at 1407 N Center, 545 N Elm, 535 N Bell, 220 N Oklahoma, 223 S Oklahoma, and 1025 E 10th. These properties will be used to construct new residential dwellings that are approximately 2,200 square feet in size. It is the intent of the Tiny Homes Foundation to utilize these properties as part of an application for funding from the Oklahoma Housing Finance Authority.

Any transfer of the title of a property from the City to a new owner must be approved by the governing body. Staff recommends approval of the deed transfers, subject to the listed covenants, conditions, and restrictions.

Financial Impact: None

Attachments: COS Tiny Homes Foundation Special Limited Warranty Deed, Official Letter to City Shawnee, IRC 501c3, Shawnee Infill Lots, Arcadian - Single-Family Detached 3-Bedroom LH REV-12 06-10-24 (002) 06102024 HT (1) (2), Shawnee Drive HBP budget 250520

Staff Recommendation: Approval of the item.

SPECIAL LIMITED-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 the **Tiny Homes Foundation.**, an Oklahoma Not for Profit Corporation, 12104 NW 137th Street, Piedmont, OK 73708, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows, to-wit:

Lots Twenty-Eight (28) and Twenty-Nine (29), Block Three (3) SEMINOLE ADDITION to the City of Shawnee, Oklahoma.

Lots Six (6) and Seven (7), Block Fourteen (14) CHOCTAW ADDITION to the City of Shawnee, Oklahoma.

Lot Fifteen (15) and the West 15 feet of Lot Sixteen (16), Block Seven (7) WHITTAKER ADDITION to the City of Shawnee, Oklahoma.

Lots Forty-Seven (47) and Forty-Eight (48), Block Four (4) PATCHINS ADDITION to the City of Shawnee, Oklahoma.

Lots Seven (7) and Eight (8), Block One (1) MELROSE PARK ADDITION to the City of Shawnee, Oklahoma.

The West ½ of the South 50 feet of Lot Eleven (11), Block One (1), MORNING VIEW ADDITION to the City of Shawnee, Oklahoma.

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

To have and to hold said described real property and premises 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 above described property, or any portion thereof, (b) any visible or hidden defects in material, workmanship or capacity of the above described property, or any portion thereof, (c) the square footage, expenses, operation or any other matter or thing affecting or relating to the above described property, (d) the habitability, merchantability or fitness of the above described 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 above described property or any facilities or operations thereon, or (f) the compliance of the above described property or any activity or operation conducted by any person or entity on or off the above described 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 above described 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 above described property and/or the operation of any business within the above described property and/or the operation of the business of any other property owner or operator in the vicinity of the above described property and/or any activity or operation formerly conducted by any person or entity on or off the above described 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 above described property to his satisfaction and all leases, contracts and other information relating to the above described 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 above described 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 above described property **"AS IS," "WHERE IS", AND "WITH ALL FAULTS."**

IN WITNESS THEREOF, Grantor and Grantee have executed this Special Warranty Deed to effective as of this ____ day of ____, 2025.

By: _____
Mark Simpson
Interim City Manager

Before me, in and for said County and State, on this ____ day of ____, 2025, personally appeared Shawnee Urban Renewal Authority, an agent of the City of Shawnee, Oklahoma, by and through its Interim City Manager, Mark Simpson, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same on behalf of Shawnee Urban Renewal Authority, and agent of the City of Shawnee, Oklahoma, as her free and voluntary act and deed for the uses and purposes therein set forth.

NOTARY PUBLIC
Commission No. _____
Commission Expires: _____

EXHIBIT “A”
Exceptions to Warranty of Title

Exceptions to marketable title, as defined by the Oklahoma Title Examination Standards and Oklahoma Statutes, existing prior to Grantor obtaining title to the above described property.

Real and personal property ad valorem taxes for 2024 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 the Tiny Homes Foundation., an Oklahoma Not For Profit Corporation type of housing project.

Buyer, and its successors in interest shall at all times subsequent to the execution of this agreement maintain its 501 (c)(3) non-profit status in the operation of the community housing project.

Buyer shall obtain building permits within nine (9) months of closing, and obtain a certificate of occupancy within eighteen (18) months of closing.

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: Tiny Homes Foundation
An Oklahoma Not for Profit Corporation

By: _____

Printed Name: _____

Title: _____



TINY HOMES FOUNDATION

1. Official Letter to the City of Shawnee

To: Petya Stefanoff

City of Shawnee
Planning Department
Shawnee, Oklahoma

Subject: Submission of Development Proposal – Shawnee Infill Lots

Dear Petya Stefanoff,

My name is Bobby Robles, and I am the President and CEO of the Tiny Homes Foundation Corporation. We are writing to formally submit our intent to develop several infill lots across Shawnee as shown in the attached architectural site plans prepared by Hans Thomas & Associates.

Our organizations specialize in sustainable, affordable modular housing. Our most recent completed projects include:

- A 5-unit modular townhome development in McAlester, OK (2024)
- An 8-unit complex in Alderson, OK for survivors of domestic violence (HOME-ARP funded)
- Over 100 modular homes developed and installed across the state via The House Factory in OKC.

References available upon request.

We are confident that our approach to infill development aligns with the City's goals for revitalization, affordable housing, and community development. We look forward to working with you through this process.

Warm regards,

Bobby Robles

President & CEO, Tiny Home Foundation Corp.

📍 12104 NW 137th Street, Piedmont, OK 73078

📞 (405) 723-3359

✉️ Bobby@BobbyRobles.com

2. Plans for the Lots to be Developed



TINY HOMES FOUNDATION

Document Attached:

- *Shawnee Infill Lots.pdf*
 - **Sheet G-001:** Cover with Code Compliance
 - **Sheet A-001:** Site Overview
- These plans include:
 - Lot addresses and zoning (R-1, R-2, R-3)
 - Setbacks (5'-20'), heights, and lot coverage (14%-28%)
 - Building footprints and driveway access
 - Arcadian House Plans

3. Non-Profit Entity Documentation

The **Tiny Home Foundation** is a registered 501(c)(3) nonprofit. We will include:

- IRS Determination Letter (PDF attachment—[to be provided by you])
- Oklahoma Secretary of State Certificate of Incorporation

4. Sample Contract Template: Not Available

5. Budget, Timetable, and Roles

Budget Spreadsheet Includes:

DEVELOPMENT BUDGET		
Blue Cells May Have Inputs		
Itemized Costs	Actual Costs	
LAND		
Land	\$0	
1. SUBTOTAL	\$0	
INFRASTRUCTURE (IF APPLICABLE)		



TINY HOMES FOUNDATION

Dirt Work	\$10,000	
Utilities	\$6,000	
Paving	\$0	
2. SUBTOTAL	\$16,000	
HARD COSTS		
Hard Home Construction Costs	\$765,882	
Amenities	\$0	
General Requirements	\$0	
Contractor Overhead	\$0	
Contractor Profit	\$100,000	Cannot Exceed 15% of Total Development Costs (Cell B57)
Construction Contingency	\$75,000	Cannot Exceed 6% of Total Hard Costs (Cell B23)
3. SUBTOTAL	\$940,882	
Itemized Costs	Actual Costs	
PROFESSIONAL FEES		
Architect/Design	\$6,000	
Attorney, Real Estate	\$2,500	
Broker's Price Opinion/Market Study	\$1,000	
Engineer/Surveyor	\$5,000	
Appraisal	\$0	
Legal Fees	\$0	
Consultant Fee	\$5,000	



TINY HOMES FOUNDATION

4. SUBTOTAL	\$19,500	
CONSTRUCTION INTERIM COSTS		
Builders Risk Insurance	\$8,000	
Construction Interest	\$0	
Title and Recording	\$5,000	
Taxes	\$1,500	
Signage	\$0	
Permits/Fees	\$6,000	
5. SUBTOTAL	\$20,500	
Itemized Costs	Actual Costs	
SELLING COSTS		
Realtor Fees	\$89,250	
Marketing	\$0	
Closing/Title/Abstracting	\$6,000	
6. SUBTOTAL	\$95,250	
OTHER COSTS (PROVIDE NARRATIVE EXPLANATION)		



TINY HOMES FOUNDATION

7. SUBTOTAL	\$0	
TOTAL DEVELOPMENT COSTS		
TOTAL	\$1,092,132	

Timetable (Starting in June):

Phase	Timeline	Responsible Party
Permitting & Approval	June 2025	NCH + THF
Site Prep & Utilities	July–August 2025	Luigi Franco (Up-Right Const.)
Modular Home Placement	Sept 2025	The House Factory
Final Inspections	Oct 2025	City of Shawnee + THF
Occupancy Ready	Nov 2025	THF

Subcontractors:

- *Up-Right Construction*: Infrastructure & site prep
- *The House Factory*: Modular construction
- *Hans Thomas & Associates*: Architecture



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TINY HOME FOUNDATION CORPORATION
12104 NW 137TH
PIEDMONT, OK 73078

Date:
03/07/2024
Employer ID number:
93-3925301
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 27, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053464007834

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

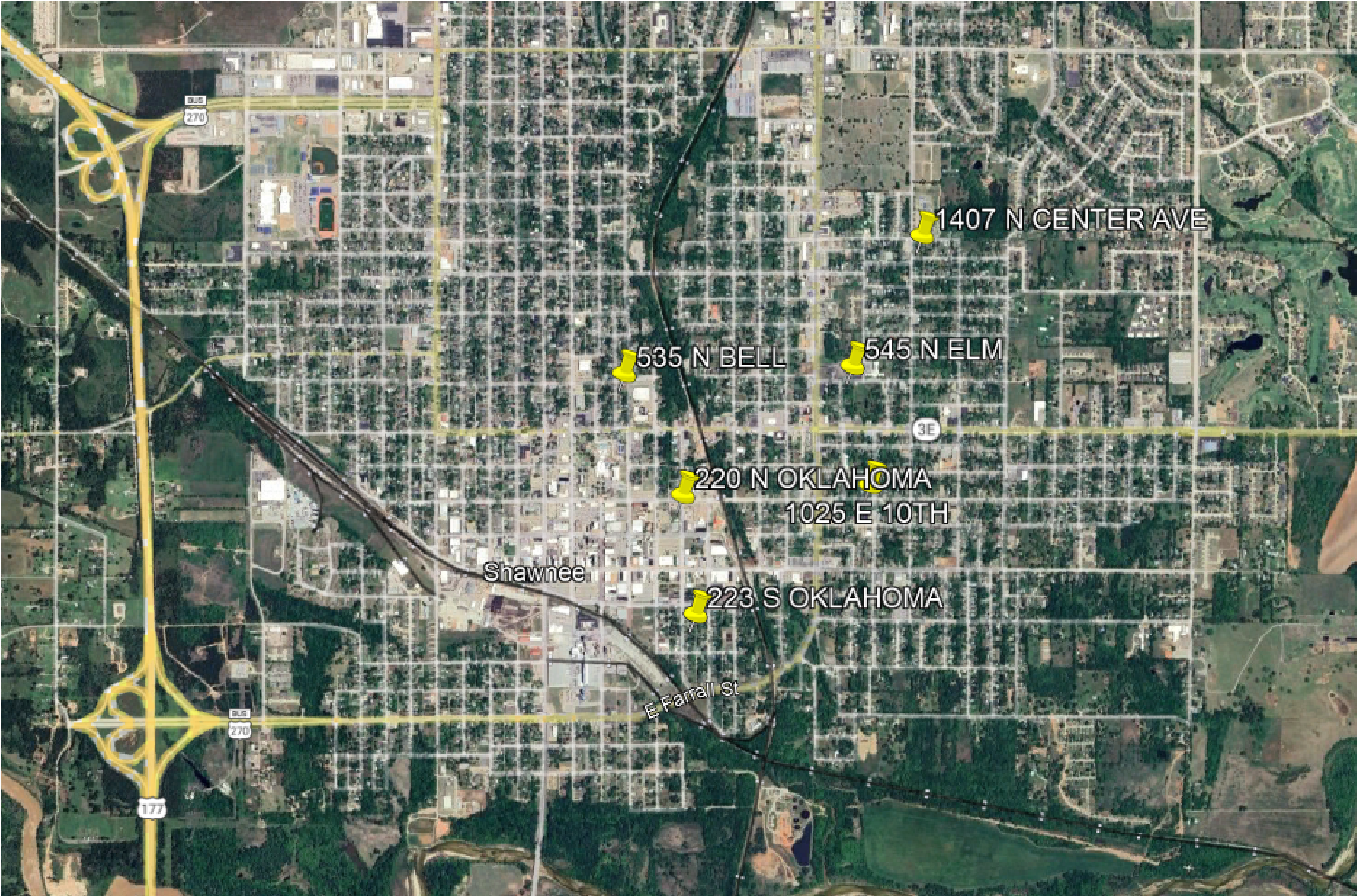
DEVELOPMENT NUMBERS

ARCADIAN (6) 3-BEDROOM UNITS

1ST FLOOR:	561 SF
2ND FLOOR:	846 SF
TOTAL:	1,407 SF

TOTAL: 9,849 SF

NOTE:
AN APPROVED COPY OF THE CITY-
STAMPED SET OF DRAWINGS AND THE
CITY-STAMPED SITE PLAN ARE
REQUIRED TO BE ON SITE AND
AVAILABLE FOR ALL CITY INSPECTIONS.



MECHANICAL ENGINEER

CONTRACTOR TO DO TESTING AS PER R402.1.2 2015 IRC. CANNOT EXCEED 5 AIR CHANGES PER HOUR ZONES 1 & 2. 3 CHANGES PER HOUR IN ZONES 3-8. TEST WITH BLOWER DOOR TEST 0.2 INCHES W.P. 50 PASCALS AND NEEDS TO MEET ASHRAE 62.2-2016. 3 CFM FOR EVERY 100 S.F., 7.5 MIN. CFM PER BEDROOM.

STRUCTURAL ENGINEER

CIVIL ENGINEER

ARCHITECT

HANS THOMAS &
ASSOCIATES, LLC
ARCHITECTURAL SOLUTIONS

4741 CENTRAL STREET
SUITE 1355
KANSAS CITY, MO 64112
P: 816.686.2242



SINGLE FAMILY HOMES

SHAWNEE INFILL LOTS
SHAWNEE, OKLAHOMA

A NEW DEVELOPMENT FOR
NATURECRAFT HOUSES, LLC

CONTRACTOR

TINY HOMES
FOUNDATION CORP.

BOBBY ROBLES
12104 NW 137TH STREET,
PIEDMONT, OK 73078

OWNER

NATURECRAFT HOUSES,
LLC

BOBBY ROBLES
12104 NW 137TH STREET,
PIEDMONT, OK 73078

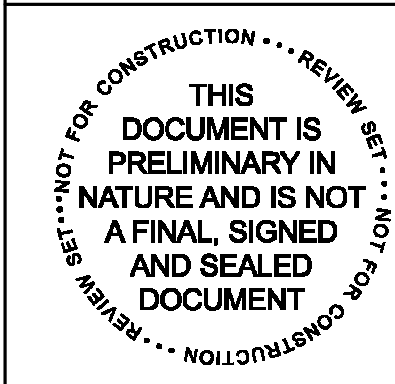
CODE COMPLIANCE REQUIREMENTS
(RESIDENTIAL 2-STORY SINGLE FAMILY HOMES)

ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE
REQUIREMENTS OF THE CITY, THE STATE OF OKLAHOMA, AND NATIONAL
CODES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO THE
FOLLOWING:

TOWNHOMES:	2018 INTERNATIONAL RESIDENTIAL CODE
MECHANICAL:	2018 INTERNATIONAL MECHANICAL CODE
ELECTRICAL:	2017 NATIONAL ELECTRIC CODE
PLUMBING:	2018 INTERNATIONAL PLUMBING CODE
ENERGY:	2018 INTERNATIONAL ENERGY CONSERVATION CODE

SHEET INDEX	
SHEET #	SHEET NAME
COVER	
G-001	COVER SHEET
BLOCK	
A-001	SITE OVERVIEW

SHAWNEE INFILL LOTS
SHAWNEE, OKLAHOMA



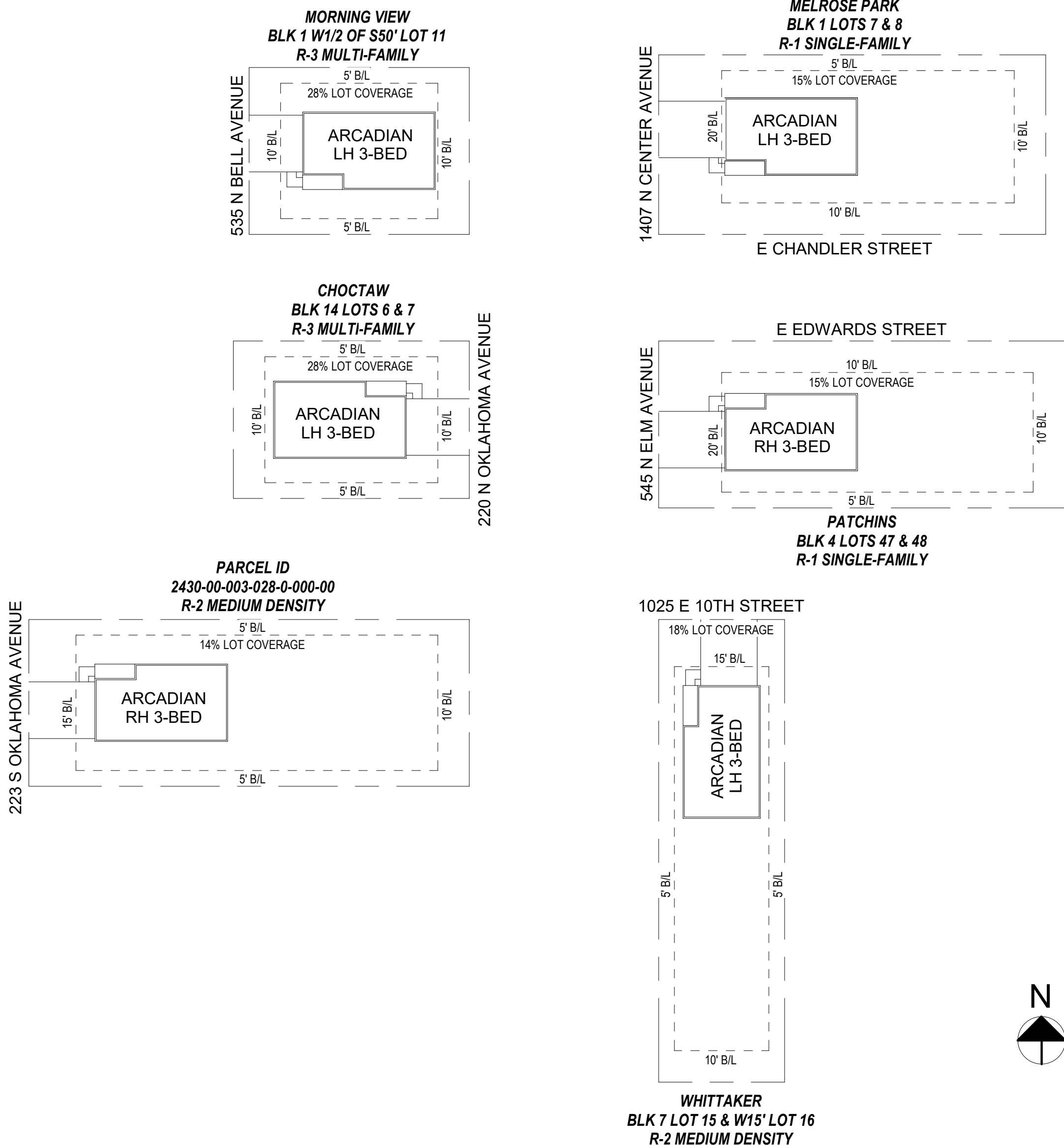
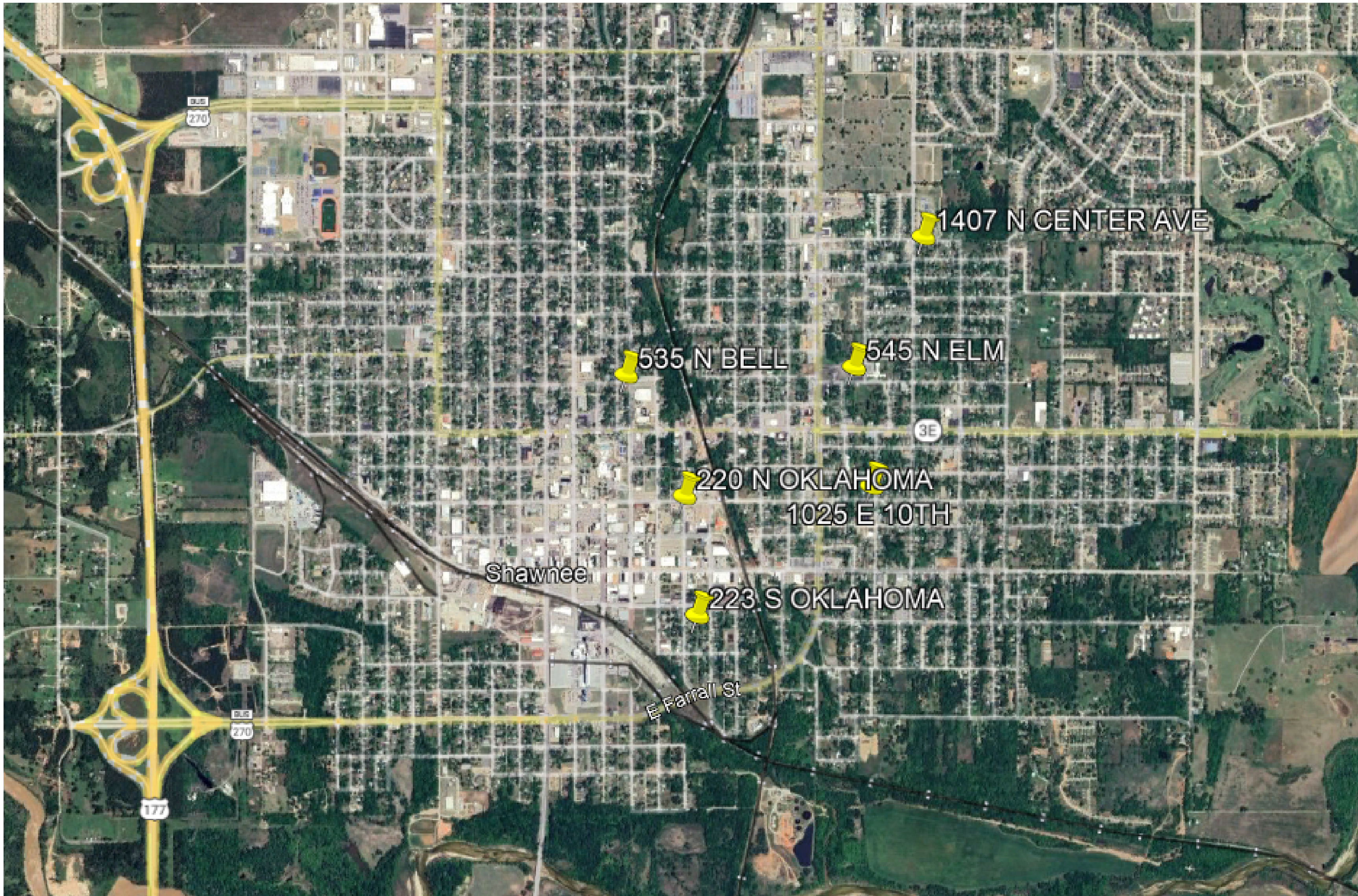
HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS		
No.	Description	Date

DATE: 05.20.25

SHEET NO.
G-001
COVER SHEET

HANS THOMAS &
ASSOCIATES
ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242



SHAWNEE INFILL LOTS

SHAWNEE, OKLAHOMA

HANS THOMAS &
ASSOCIATES
ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242

THIS DOCUMENT IS
PRELIMINARY IN
NATURE AND IS NOT
A FINAL, SIGNED
AND SEALED
DOCUMENT
REVIEW SET FOR CONSTRUCTION
REVIEW SET FOR CONSTRUCTION

HANS R. THOMAS, ARCHITECT
OK 6795

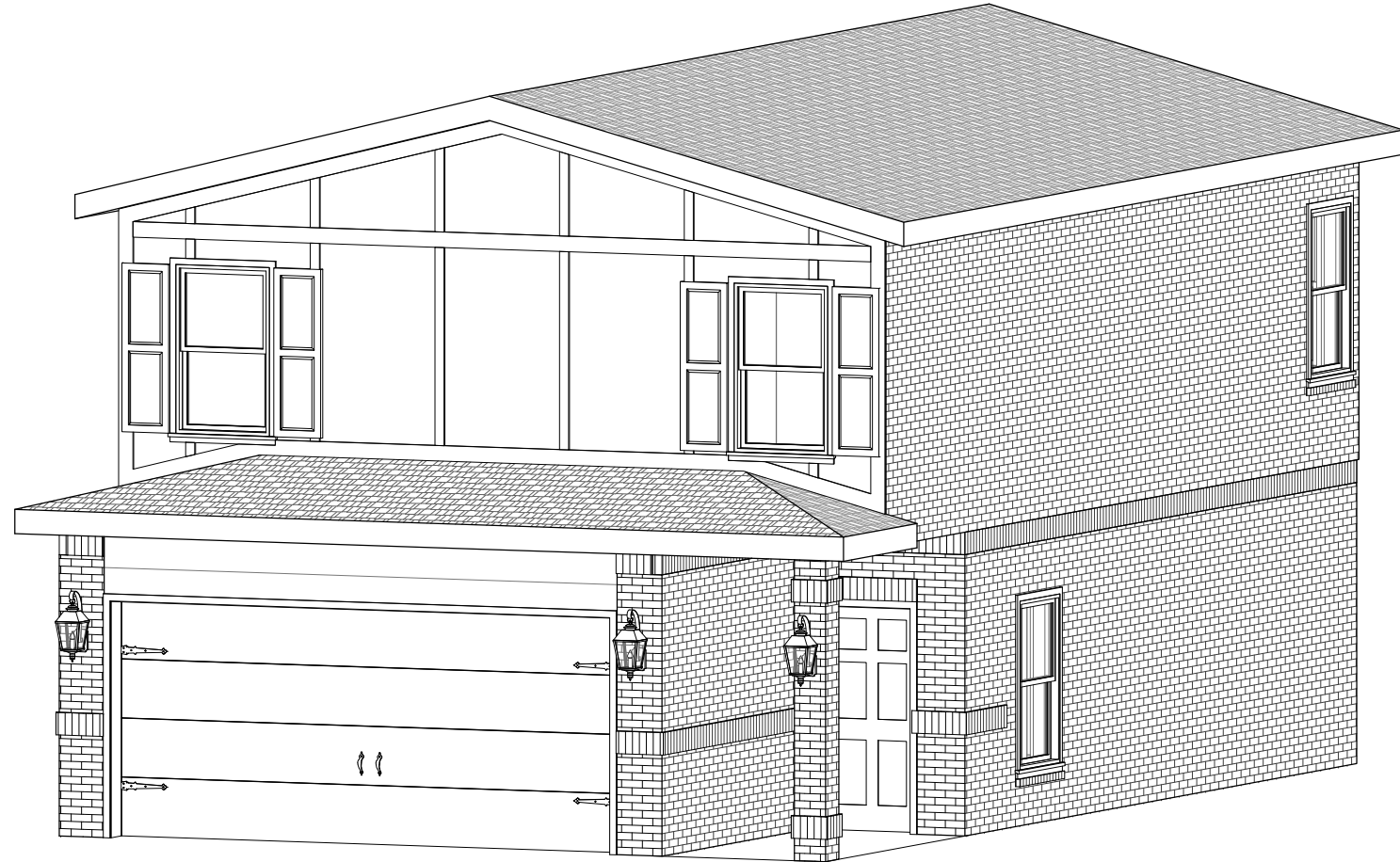
REVISIONS		
No.	Description	Date

DATE: 05.20.25

SHEET NO.
A-001
SITE OVERVIEW

ARCADIAN MODEL HOME

SPENCER, OKLAHOMA



ABBREVIATIONS

A	
ABV	ABOVE
ACC	ACCESSIBLE
ACoust	ACOUSTICAL
ACT	ACOUSTICAL CEILING TILE
AD	AREA DRAIN
ADF	ACCESSIBLE DRINKING FOUNTAIN
ADJ	ADJUSTABLE/ ADJACENT
ADH	ADHESIVE
AEWC	ACCESSIBLE ELECTRIC WATER COOLER
AFF	ABOVE FINISH FLOOR
AHJ	AUTHORITY HAVING JURISDICTION
ALAV	ACCESSIBLE LAVATORY
ALUM	ALUMINUM
ALT	ALTERNATE
AMI	ACCESSIBLE MIRROR
APPROX	APPROXIMATE(LY)
APPO	APPROVED
ASD	ACCESSIBLE SOAP DISPENSER
ASH	ACCESSIBLE SHOWER HEAD
ATTEN	ATTENUATION
AU	ACCESSIBLE URINAL

B	
BEY	BEYOND
BD	BOARD
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BENCH MARK
BO	BY OTHERS
BOT	BOTTOM (OF)
BRG	BEARING
BRKT	BRACKET
BSMT	BASEMENT
BTWN	BETWEEN
BUR	BUILT UP ROOFING

C	
CAB	CABINET
CB	CHALKBOARD
CC	CENTER TO CENTER
CEM	CEMENT(IOUS)
CI	CAST IRON
CFM	CUBIC FEET PER MINUTE
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLR	CLEAR
CMP	CORRUGATE METAL PIPE
CO	CLEANOUT
COL	COLUMN
COMB	COMBINATION
CONC	CONCRETE
CONN	CONNECTION
CONT	CONTINUOUS
CONTR	CONTRACTOR

C (CONT.)	
CONST	CONSTRUCTION
CORR	CORRIDOR
CLSRM	CLASSROOM
CSK	COUNTERSINK
CT	CERAMIC TILE
CTG	COATING
CTR	CENTER
CY	CUBIC YARD(S)

D	
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DN	DOWN
DR	DOOR
DS	DOWN SPOUT
DWG	DRAWING

E	
E	EAST
EA	EACH
EF	EACH FACE
ELEV	ELEVATION
EJ	EXPANSION JOINT
EQ	EQUAL
EW	EACH WAY
EW	ELECTRIC WATER COOLER
EXH	EXHAUST
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR

F	
FA	FIRE ALARM
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER BRACKET
FEC	FIRE EXTINGUISHER CABINET
FF	FINISH FLOOR
FH	FIRE HOSE
FHC	FIRE HOSE CABINET
FIN	FINISH
FIXT	FIXTURE
FLR	FLOOR
FLASH	FLASHING
FLEX	FLEXIBLE
FT	FOOT
FTG	FOOTING

G	
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR
GC	GENERAL CONTRACTOR
GEN	GENERAL
GFRC	GLASS FIBER REINFORCED CONCRETE

G (CONT.)	
GLZ	GLASS
GLZ TILE	GLAZED TILE
GPM	GALLONS/MINUTE
GR	GRADE
GYP	GYP SUM
GYP BD	GYP SUM BOARD

H	
HB	HOSE BIBB
HD	HEAD
HDDB	HEAD BOARD
HDNR	HARDENER
HDWD	HARDWOOD
HDWR	HARDWARE
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
HT	HEIGHT
HTG	HEATING
HTR	HEATER
HU	HANDICAPPED URINAL
HYD	HYDRANT

I	
IC	INTERCOM
ID	INSIDE DIAMETER
IN	INCHES
INDIV	INDIVIDUAL
INSUL	INSULATION
INT	INTERIOR
INV	INVERT

J	
JST	JOIST
JT	JOINT

K	
KIT	KITCHEN

L	
LAM	LAMINATE
LAV	LAVATORY
LGTH	LENGTH
LKR	LOCKER
LT	LIGHT

M	
MAS	MASONRY
MAS BLK	MASONRY BLOCK
MATL	MATERIAL
MAX	MAXIMUM
MB	MARKER BOARD
MC	MISC. CHANNEL
MECH	MECHANICAL
MFR	MANUFACTURE(R)
MH	MANHOLE
MI	MIRROR
MIN	MINIMUM
MO	MASONRY OPENING

M (CONT.)	
MTD	MOUNTED
MTG HT	MOUNTING HEIGHT
MTL	METAL
N	
N	NORTH
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE

O	
OA	OVERALL
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OPNG	OPENING
OPP	OPPOSITE

P	
P	PAGE
PA	PUBLIC ADDRESS
PARAL	PARALLEL
PARTN	PARTITION
PCP	PORTLAND CEMENT PLASTER
PERP	PERPENDICULAR
PLAM	PLASTIC LAMINATE
PL	PROPERTY LINE
PLAS	PLASTER
PLBG	PLUMBING
PLYWD	PLYWOOD
PNL	PANEL
PNLG	PANELING
PR	POURED GYP SUM
PREFAB	PREFABRICATED
PT	PAINT
PTD	PAINTED
PTR	PAPER TOWEL RECEPTACLE

R	
R	RADIUS
RA	RETURN AIR
RCP	REFLECTED CEILING PLAN
RD	ROOF DRAIN
RECP	RECEPTACLE
REF	REFRIGERATOR
REINF	REINFORCING
REV	REVERSE(D)
REQD	REQUIRED
RFG	ROOFING
RPH	ROLLED PAPER HOLDER

S	
S	SOUTH
SCHED	SCHEDULE
SCR	SHOWER CURTAIN ROD
SD	SOAP DISPENSER
SECT	SECTION

S (CONT.)	
SH	SHOWER HEAD
SH	SHEET
SHWR	SHOWER
SIM	SIMILAR
SMLS	SEAMLESS
SND	SANITARY NAPKIN DISPENSER
SP CTG	SPECIAL COATING
SPEC	SPECIFICATION
SPKR	SPEAKER
SQ	SQUARE
SS	SEAMLESS STEEL
STD	STANDARD
STL	STEEL
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPEND(ED)
SY	SQUARE YARD
SYM	SYMMETRICAL

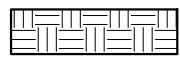
T	
T	TREAD
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
TB	TACKBOARD
TEL	TELEPHONE
TERM	TERMINATE
TERR	TERRAZZO (TERRACE)
TCC	TOP OF CURB
TOM	TOP OF MASONRY
TPD	TOILET PAPER DISPENSER
TRANS	TRANSFORMER
TS	TUBE STEEL
TYP	TYPICAL

U	
U	URINAL
UNO	UNLESS NOTED OTHERWISE
US	UTILITY SHELF

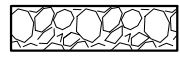
V	
VENT	VENTILATE
VER	VERIFY
VTR	VENT THRU ROOF
VCT	VINYL COMPOSITE TILE

W	
W	WEST
WC	WATER CLOSET
WD	WOOD
WDW	WINDOW
WF	WIDE FLANGE
WH	WALL HYDRANT
WT	T SECTION
WWF	WELED WIRE FABRIC
W/	WITH
W/O	WITHOUT

MATERIAL INDICATIONS



EARTH / PREPARED SUBGRADE



GRAVEL, STONE



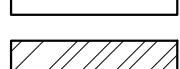
CONCRETE



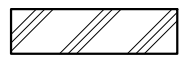
CONCRETE MASONRY UNIT



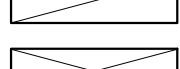
STONE



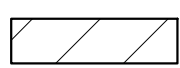
BRICK



SAND, GROUT, MORTAR



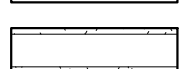
IRON, STEEL



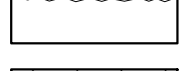
ALUMINUM



SHIM



WOOD BLOCKING



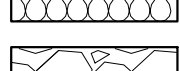
CERAMIC TILE



CARPET



ACOUSTIC PANEL CEILING SYSTEM



GYP SUM WALLBOARD



PLASTER



FINISHED WOOD



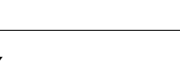
PLYWOOD



RIGID INSULATION



BATT INSULATION



TERRAZZO

GENERAL NOTES

STANDARDS AND REGULATIONS:

- CONTRACTOR AND SUBCONTRACTOR SHALL PERFORM ALL WORK IN CONFORMANCE WITH APPLICABLE BUILDING CODES, REGULATIONS, ORDINANCES, UTILITY PROVIDER REQUIREMENTS, AND SIMILAR STANDARDS.
- CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SIMILAR RELEASES REQUIRED FOR CONSTRUCTION AND OCCUPANCY. CONTRACTOR SHALL FURNISH ALL COPIES OF SUCH ITEMS TO OWNER AND ARCHITECT WITHIN 10 DAYS OF RECEIPT. IF PERMITS ARE ISSUED SUBJECT TO CERTAIN CONDITIONS OR REVISIONS TO THE WORK OR PERMITS ARE DELAYED FOR ANY REASON, CONTRACTOR SHALL NOTIFY CONTRACTING OFFICER IMMEDIATELY.
- CONTRACTOR SHALL OBTAIN ALL REQUIRED INSPECTIONS OF THE WORK. CONTRACTOR SHALL REGULARLY UPDATE OWNER AND ARCHITECT REGARDING THE STATUS OF THE INSPECTIONS.
- CONTRACTOR SHALL BE FAMILIAR WITH AND WORK SHALL BE IN COMPLIANCE WITH REFERENCED FIRE-ASSEMBLY TESTS AND STANDARDS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING CONTRACT DOCUMENTS, FIELD CONDITIONS, AND DIMENSIONS FOR ACCURACY AND CONFIRMING THAT ALL WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH CONSTRUCTION.
- THE GENERAL AND SUBCONTRACTOR MUST COMPLY WITH RULES AND REGULATIONS OF AGENCIES HAVING JURISDICTION AND SHALL CONFORM TO ALL CITY, STATE, AND FEDERAL CONSTRUCTION SAFETY AND SANITARY LAWS, CODES, STATUTES AND ORDINANCES.

ADMINISTRATION OF THE WORK:

- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, AND SEQUENCES OF CONSTRUCTION.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF ALL CONSTRUCTION PERSONNEL AND AUTHORIZED VISITORS.
- CONTRACTOR SHALL BECOME FULLY ACQUAINTED WITH THE CONDITIONS RELATED TO THE WORK. ANY KNOWN DISCREPANCIES BETWEEN THE DOCUMENTS AND ACTUAL CONDITIONS SHALL BE REPORTED TO THE OWNER FOR RESOLUTION PRIOR TO PROCEEDING WITH WORK RELATED TO THE DISCREPANCY.
- CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH GOVERNMENT'S PROCEDURES FOR MAINTAINING A SECURE SITE AND BUILDING.
- EACH INSTALLER SHALL EXAMINE SUBSTRATE CONDITIONS AND/OR SITE CONDITIONS WHICH AFFECT THE QUALITY OF EACH PRODUCT TO BE INSTALLED. IF ANY CONDITIONS EXIST WHICH WILL HAVE A DETRIMENTAL EFFECT ON THE QUALITY OF THE INSTALLATION, THE INSTALLER SHALL IMMEDIATELY NOTIFY THE CONTRACTOR. INSTALLATION SHALL NOT PROCEED UNTIL THE UNSATISFACTORY CONDITIONS ARE CORRECTED. PROCEEDING WITH THE INSTALLATION SHALL SIGNIFY ACCEPTANCE OF THE CONDITIONS.
- CONTRACTOR SHALL NOT CLOSE UP CEILING UNTIL INSPECTOR HAS AN OPPORTUNITY TO INSPECT ALL WORK WHICH WILL BE CONCEALED BY CEILING. CONTRACTOR SHALL NOTIFY INSPECTOR AT LEAST TWENTY-FOUR HOURS PRIOR TO CLOSE-UP.
- CONTRACTOR SHALL LAY OUT WORK AS SOON AS POSSIBLE. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT FOR RESOLUTION PRIOR TO PROCEEDING WITH THE WORK IN QUESTION.

USE OF CONSTRUCTION DOCUMENTS:

- THE GENERAL CONTRACTOR SHALL NOT SCALE THE DRAWINGS TO DETERMINE ANY DIMENSION. USE ONLY THE DIMENSIONS AS SHOWN ON THE DRAWINGS. SHOULD THERE BE A CRITICAL DIMENSION OMITTED OR AN UNCERTAINTY WITH THE DIMENSIONS SHOWN, VERIFY WITH THE ARCHITECT BEFORE PROCEEDING.
- DRAWINGS SHALL NOT BE REPRODUCED FOR SUBMITTALS. DRAWINGS OR PORTIONS OF DRAWINGS USED FOR SUBMITTALS WILL BE REJECTED AND RETURNED TO CONTRACTOR.
- DIMENSIONS ARE AS FOLLOWS UNLESS NOTED OTHERWISE:
 - FACE OF STUD
 - TO CENTERLINE OF COLUMNS, PARTY WALL, WINDOWS AND DOORS.
 - TO TOP OF STRUCTURAL DECK
 - TO BOTTOM OF FINISHED CEILING
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND SUBMIT FOR REVIEW ANY SHOP DRAWINGS, MATERIAL SAMPLES, AND MANUFACTURER'S PRINTED MATERIAL NECESSARY FOR AN ACCURATE COMPARISON TO BE MADE ON ANY ITEM SUBMITTED FOR INSTALLATION AND/OR SUBSTITUTION. ALL FINAL SELECTIONS SHALL BE MADE BY THE OWNER.
- ALL CHANGES, OMISSIONS, OR ADDITIONS TO THE SCOPE OF WORK DESCRIBED IN THESE CONTRACT DOCUMENTS MUST BE APPROVED BY THE ARCHITECT.

DEFINITIONS:

- "ALIGN" AS USED IN THESE DOCUMENTS SHALL MEAN TO ACCURATELY LOCATE AND FINISH FACES IN THE SAME PLANE AND/OR TO INSTALL NEW CONSTRUCTION ADJACENT TO EXISTING CONSTRUCTION WITHOUT ANY VISIBLE JOINTS OR SURFACE IRREGULARITIES.
- "CLEAR" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS NOT ADJUSTABLE WITHOUT THE APPROVAL OF THE ARCHITECT, CLEAR DIMENSIONS ARE TYPICALLY TO FINISH FACE.
- "MAXIMUM" OR "MAX" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS SLIGHTLY ADJUSTABLE BUT MAY NOT VARY TO A DIMENSION OR QUANTITY GREATER THAN THAT SHOWN WITHOUT APPROVAL OF THE ARCHITECT.
- "MINIMUM" OR "MIN" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION IS SLIGHTLY ADJUSTABLE BUT MAY NOT VARY TO A DIMENSION OR QUANTITY LESS THAN THAT SHOWN WITHOUT APPROVAL OF THE ARCHITECT.
- "TYPICAL" OR "TYP" AS USED IN THESE DOCUMENTS SHALL MEAN THAT THE CONDITION OR DIMENSION IS THE SAME OR REPRESENTATIVE FOR SIMILAR CONDITION THROUGHOUT.
- "-/-" AS USED IN THESE DOCUMENTS SHALL MEAN THE DIMENSION OR QUANTITY IS SLIGHTLY ADJUSTABLE TO ACCOMMODATE ACTUAL CONDITIONS.

GENERAL CONSTRUCTION ISSUES:

- ALL INSTALLED PLUMBING, MECHANICAL, AND ELECTRICAL EQUIPMENT SHALL OPERATE QUIETLY AND FREE FROM VIBRATION.
- ALL MATERIALS SHALL BE NEW, UNUSED, AND OF THE HIGHEST QUALITY IN EVERY RESPECT, UNLESS OTHERWISE NOTED, OR TO BE USED FOR FORMS AND / OR TEMPORARY STRUCTURES.
- ALL SURFACES SHALL BE PROPERLY PREPARED BEFORE THE APPLICATION OF FINISH MATERIALS.
- TO BEGIN THE APPLICATION OF A FINISH MATERIAL MEANS THAT THE CONTRACTOR ACCEPTS THE SURFACE AND SUBSEQUENT RESPONSIBILITY FOR THE APPEARANCE OF THE FINAL FINISH.
- ALL MATERIALS, FINISHES, AND EQUIPMENT REQUIRED FOR THE COMPLETION OF THIS PROJECT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS, AS WELL AS GUIDELINES SET FORTH IN THESE DOCUMENTS.
- MILLWORK CONSTRUCTION TO CONFORM WITH AWI STANDARDS FOR PREMIUM MILLWORK. DRAWINGS SHALL INDICATE MILLWORK DESIGN INTENT ONLY. FABRICATOR IS RESPONSIBLE FOR PROPER EXECUTION.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING THE OWNER WITH ALL MAINTENANCE AND OPERATION MANUALS, WARRANTIES, AND GUARANTEES ON ALL EQUIPMENT AND MATERIALS.
- ALL MATERIALS, EQUIPMENT, AND LABOR SHALL CARRY A MINIMUM OF ONE (1) YEAR WRITTEN WARRANTY / GUARANTEE AGAINST DEFECT STARTING FROM THE DATE OF APPROVAL FOR FINAL PAYMENT.

WOOD FRAMING:

- ALL WALL FRAMING LUMBER SHALL BE PINE UNLESS NOTED OTHERWISE.
- ALL COMMON FRAMING MEMBERS SHALL BE SOUTHERN YELLOW PINE #2 GRADE UNLESS NOTED OTHERWISE.
- OWNER AND/OR CONTRACTOR SHALL VERIFY THAT ALL FRAMING LUMBER MEETS ALL LOCAL CODE REQUIREMENTS.
- ANY STRUCTURAL FRAMING MEMBERS NOT INDICATED ON THE PLANS SHALL BE SIZED BY THE CONTRACTOR OR BY A QUALIFIED, LICENSED ENGINEER.
- ANY FLOOR OR ROOF TRUSSES NOT INDICATED ON THE PLANS SHALL BE SIZED BY THE CONTRACTOR OR BY A QUALIFIED, LICENSED ENGINEER.
- ALL LOADS (INCLUDING WIND, SNOW, AND LATERAL) SHALL CONFORM TO ALL LOCAL BUILDING CODE REQUIREMENTS. THESE LOADS MUST BE CONFIRMED AND ALL ADJUSTMENTS MADE PRIOR TO CONSTRUCTION.
FLOOR LOADSSOLBS LIVE LOAD
CONFIRM ANY NAILING SCHEDULES WITH YOUR LOCAL CODE REQUIREMENTS.
ALL WALLS 12'-0" OR HIGHER MUST BE BALLOON FRAMED.

MISC. NOTES:

- ALL WALLS ARE DIMENSIONED FROM OUTSIDE FACE OF STUD TO FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL ANGLED WALLS ARE DRAWN AT 45 DEGREES UNLESS NOTED OTHERWISE.
- DO NOT SCALE THESE DRAWINGS** ALL CALCULATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- CONFIRM ALL WINDOW OPENINGS WITH YOUR LOCAL EGRESS CODES.

PROJECT TEAM

OWNER

ARCADIAN HOUSING, LP
600 SOUTH WASHINGTON STREET
ARDMORE, OK 73401

CONTACT: Lance Windel
PHONE: 580.226.0416

ARCHITECT

HANS THOMAS & ASSOCIATES, LLC
4741 CENTRAL STREET, SUITE 1355
KANSAS CITY, MO 64112

CONTACT: Hans Thomas, AIA
PHONE: 816.686.2242

CONTRACTOR

MERRIEMEN BUILDERS, LLC
600 SOUTH WASHINGTON STREET
ARDMORE, OK 73401

CONTACT: Lance Windel
PHONE: 580.226.0416

STRUCTURAL ENGINEER

ERIC L. DAVIS ENGINEERING, INC.
120 E. MAIN STREET
FORNEY, TX 75126

CONTACT: Eric Davis
PHONE: 972.364.0592

SHEET INDEX	
SHEET #	SHEET NAME
SD-001	Unnamed
G-001	COVER SHEET
A-101	FLOOR PLANS - 3-BEDROOM
A-102	ROOF & JOIST FRAMING PLANS
A-103	ELECTRICAL PLAN
A-104	BUILDING SECTIONS & DETAILS
A-105	CABINET LAYOUT & ELEVATIONS
A-201	EXTERIOR ELEVATIONS

HANS THOMAS &
ASSOCIATES

ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242

ARCADIAN MODEL HOME

SPENCER, OKLAHOMA

SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH



HANS R. THOMAS, ARCHITECT
OK 6795

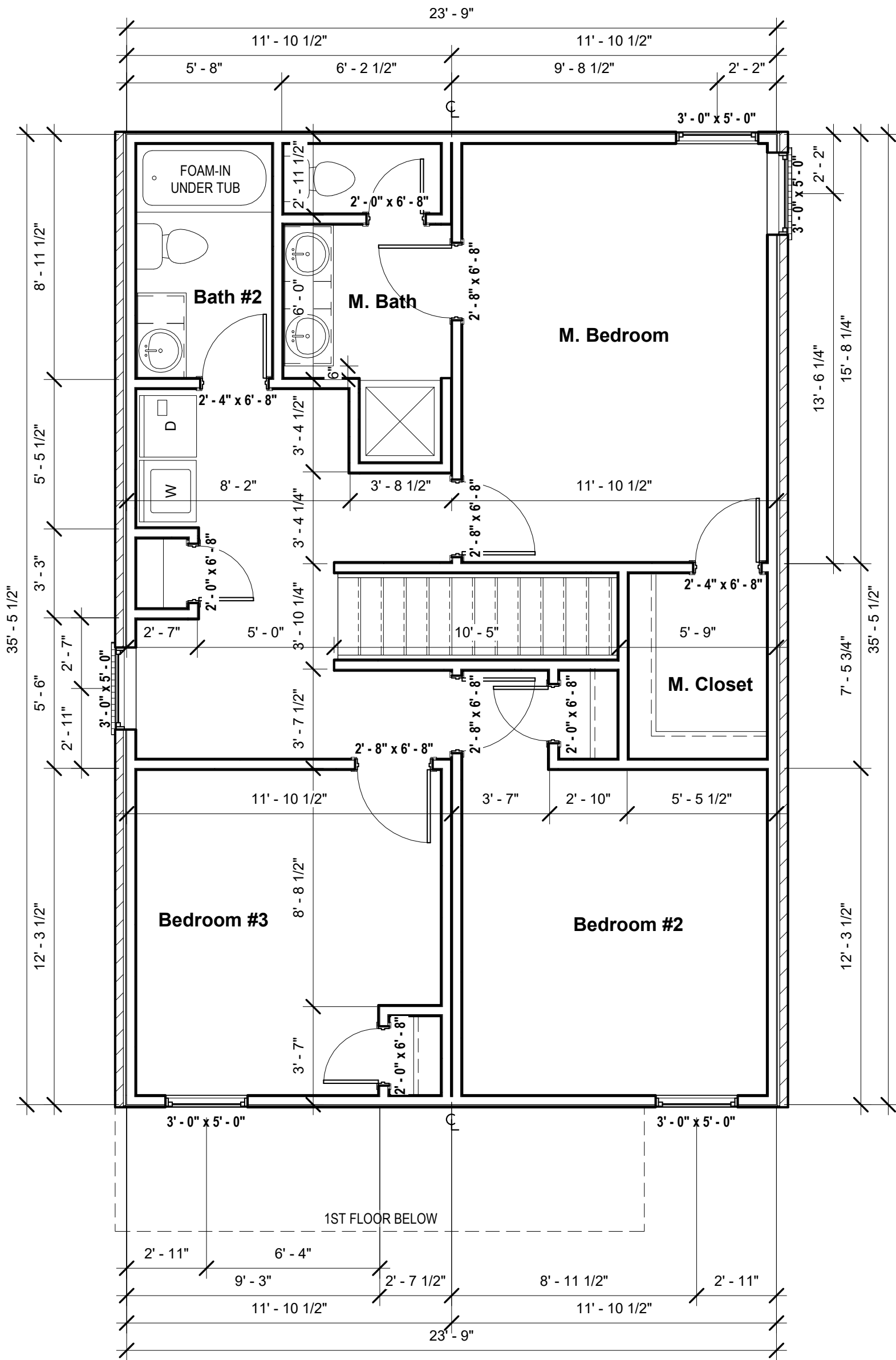
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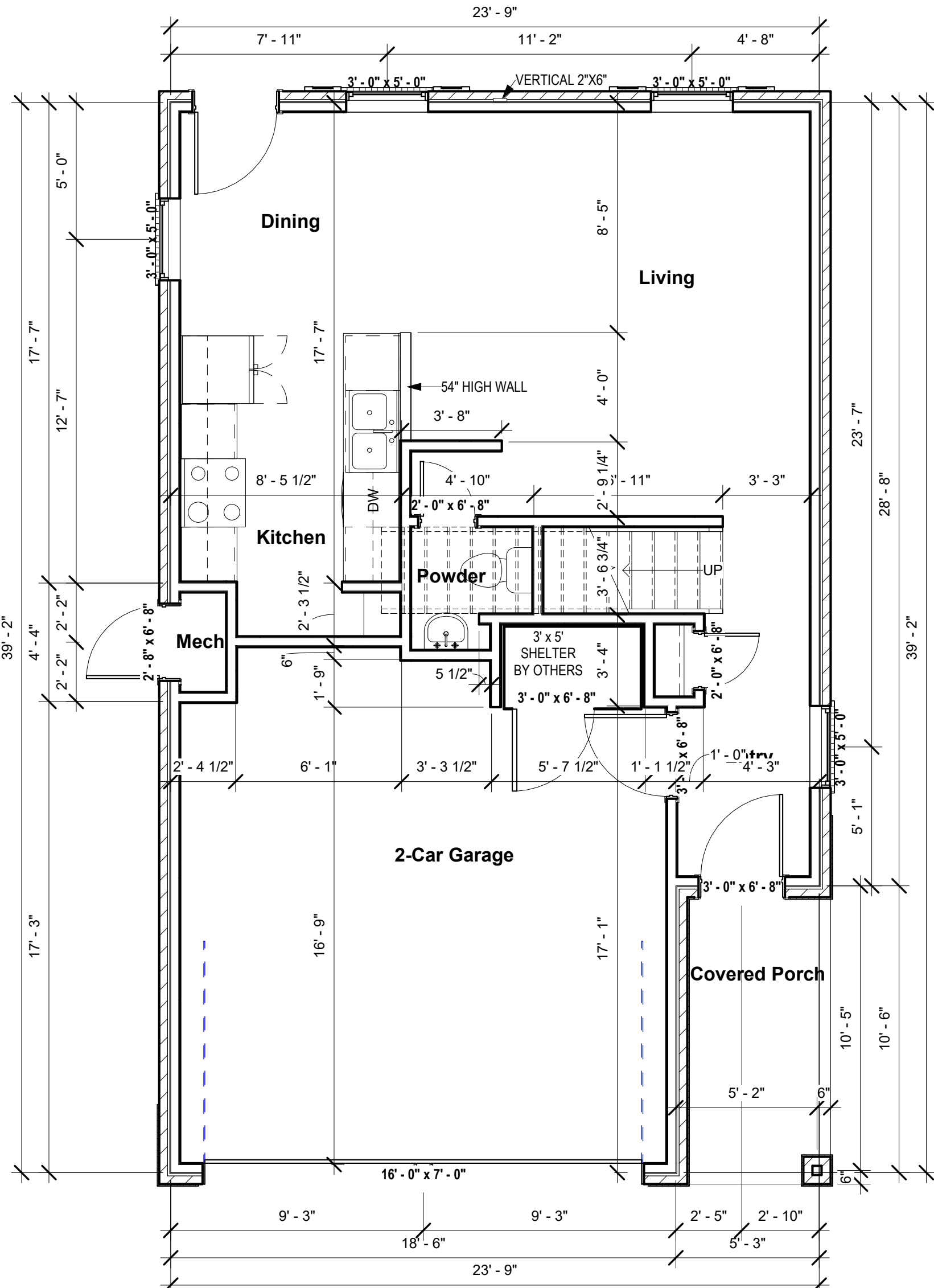
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SHEET NO.

G-001
COVER SHEET

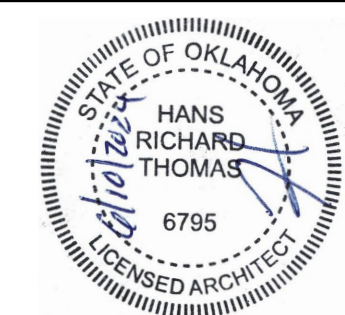


② 3-BEDROOM UNIT - 2ND FLOOR
1/4" = 1'-0"



① 3-BEDROOM UNIT - 1ST FLOOR 1,400 SF
1/4" = 1'-0"

- WINDOW INFORMATION:**
ALL WINDOW SIZES ARE INDICATED ON PLANS:
1. SOLAR HEAT GAIN MINIMUM: SHGC ≤ 0.25
2. EGRESS AREA MEETS IRC 2015, SECTION R310.2.1 MINIMUM OF 5.7 SF
- DOOR INFORMATION:**
ALL DOOR SIZES ARE INDICATED ON PLANS:
1. ENTRY / PATIO DOORS: RELIABILT 6-PANEL STEEL ENTRY DOOR
2. INTERIOR DOORS: MASONITE CHEYENNE 2-PANEL SMOOTH DOOR (HOLLOW CORE)
3. GARAGE TO HOUSE DOOR: MASONITE CHEYENNE 2-PANEL SMOOTH DOOR (SOLID CORE), 20-MIN. RATED
4. MECHANICAL ROOM DOOR: RELIABILT FLUSH LAJAN STEEL DOOR
5. GARAGE DOOR: STANDARD RAISED PANEL 16' X 7' CHI MODEL #2250
- INSULATION:**
1. R15 BLOWN WALL: CERTAINTED INSULSAFE SP APPLIED TO ALL EXTERIOR WALL CAVITIES
2. R38 BLOWN ATTIC: 14.5" CERTAINTED INSULSAFE SP APPLIED TO ATTIC LIVING SPACE
3. ENERGY SEAL PACKAGE: SODAL (WINDOW / DOOR) FOAM OR CAULK ALL WINDOWS, DOORS, TOP PLATE, VERTICAL SEAMS, AND ALL HOLE PENETRATIONS
4. SLAB EDGE: 3/4" DESE EPS, TYPE X V (1.5LB/CF MIN.), R-5
5. SOUND DAMPENING: AT PARTY WALLS - ACOUSTIC FIBERGLASS OR MINERAL FIBER BATTS IN DOUBLE FRAMED WALL
6. AIR SEALING: AIR SEALING TO EXCEED ENERGY STAR. SEAL BETWEEN WALL BOTTOM PLATES AND DECK WITH A BEAD OF CONSTRUCTION ADHESIVE. BLOWER DOOR TESTING REQUIRED TO MEET OR EXCEED RESIDENTIAL ENERGY ANALYSIS AND RATINGS SPECIFICATIONS.
- PLAN GENERAL NOTES:**
1. SEE COVER SHEET FOR GENERAL NOTES
2. FRONT PORCH / REAR PATIO PER STRUCTURAL PLANS
3. GARAGE SLAB TO SLOPE A MIN. 1/4" PER FOOT TO DOOR
4. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD
5. ALL WORK NEW UNLESS NOTED OTHERWISE
6. ALL NEW WORK TO MEET ALL APPLICABLE BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, HANDICAP, AND LIFE SAFETY CODES AND REQUIREMENTS.
7. DO NOT SCALE DRAWINGS
8. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWEEN PROJECT DOCUMENTS AND EXISTING CONDITIONS. ANY MODIFICATIONS DUE TO DIMENSIONAL CHANGES SHOULD BE PART OF THE PROJECT COST.
9. GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL THOROUGHLY FAMILIARIZE THEMSELVES TO SITE SPECIFIC REQUIREMENTS AND EXTENTS OF THE NEW WORK PRIOR TO BIDDING. NO CHANGES IN THE CONTRACT WILL BE CONSIDERED FOR INFORMATION DISCERNABLE FROM THE EXISTING CONDITIONS OR THE PROJECT DOCUMENTS.
10. REPORT ALL EXISTING CONDITIONS THAT ARE DAMAGED OR MARRED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF NEW WORK.
11. TYPICAL TOP OF FIRST FLOOR SUBFLOOR ELEVATION IS REFERENCED AS 0'-0". CONTRACTOR SHALL VERIFY BUILDING FINISH FLOOR ELEVATIONS WITH ACTUAL CONDITIONS. COORDINATION OF ACTUAL GRADE WITH CIVIL DRAWINGS.
12. PLUMBING VENT STACKS, FLUES, FRESH AIR INTAKES, ETC. NOT SHOWN FOR CLARITY. MEP SUBCONTRACTORS TO PRESENT A SCHEMATIC DIAGRAM INDICATING ALL LOCATIONS PRIOR TO BEGINNING THE NEW WORK.
13. CAULK ALL JOINTS BETWEEN DISSIMILAR MATERIALS FOR WEATHER TIGHT, WATERTIGHT, AIRTIGHT, ETC. PERFORMANCE.
14. ALL DOOR HARDWARE SHALL BE COORDINATED WITH OWNER BY BUILDING CONTRACTOR.
15. ALL EXPOSED CABINET ENDS TO HAVE FINISHED PANELS, INCLUDING BUT NOT LIMITED TO END OF CABINET RUN ADJACENT TO REFRIGERATOR, LOCATIONS OF VERTICAL OFFSETS.
16. PRIME, PAINT, AND SEAL EXISTING WALLS, COLUMNS, AND CEILINGS AS REQUIRED PRIOR TO INSTALLATION OF MEP/TELEPHONE/SECURITY INSTALLATION.
17. ALL UNITS TO HAVE APPROPRIATE NUMBER OF SMOKE DETECTORS INSTALLED, INTERCONNECTED AND HARD-WIRED WITH BATTERY BACKUP PER CODE, INCLUDING (1) IN EACH BEDROOM. ALL UNITS TO HAVE APPROPRIATE NUMBER OF CARBON MONOXIDE DETECTORS, HARD-WIRED, WITH BATTERY BACKUP PER CODE.
18. SMOKE DETECTION / ALARMS SHALL BE INSTALLED PER SECTION R314 OF THE 2015 IRC.
19. CARBON MONOXIDE DETECTION SHALL BE INSTALLED PER SECTION R315 OF THE 2015 IRC.
- PLUMBING GENERAL NOTES:**
1. THE CONTRACTOR SHALL COORDINATE THE ROUTING AND PATH OF PIPING WITH THE POSITION AND LAYOUT OF THE STRUCTURE. THIS CONTRACTOR IS RESPONSIBLE FOR PROVIDING NECESSARY OFFSETS, TURNS, RISES AND DROPS FOR PIPING AS NEEDED TO INSTALL THE PLUMBING SYSTEM TO CLEAR STRUCTURE AND OTHER SYSTEMS IN CONFLICT WITH PIPE ROUTING.
2. COORDINATE WORK WITH OTHER TRADES TO INSTALL SYSTEMS ABOVE CEILING HEIGHTS INDICATED ON ARCHITECTURAL PLANS.
3. ALL WATER PIPING SHALL BE 3/4" UNLESS NOTED OTHERWISE.
4. NO PIPING SHALL BE INSTALLED WHERE IT WILL SUBJECT TO FREEZING TEMPERATURES. COORDINATE EXACT ROUTING OF ALL PIPING WITH OTHER TRADES, EQUIPMENT AND PLUMBING FIXTURES.
5. COORDINATE LOCATIONS OF FLOOR DRAINS WITH MECHANICAL EQUIPMENT.
6. NOT ALL CLEANOUTS ARE SHOWN FOR DRAWING CLARITY. CONTRACTOR SHALL INSTALL ALL CODE REQUIRED CLEANOUTS. COORDINATE LOCATIONS WITH ARCHITECT.
- NOTE:**
ALL SMOKE DETECTORS & CO2 MONITORS SHALL BE INSTALLED PER IRC 2015.



HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS		
No.	Description	Date

DATE: 06.10.24

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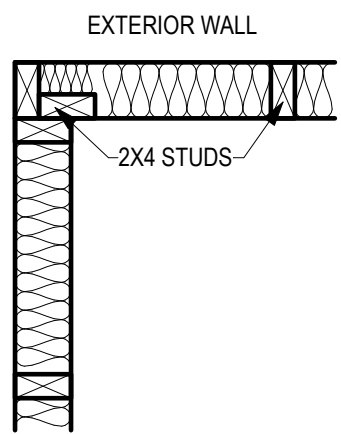
A-101
FLOOR PLANS -
3-BEDROOM

GENERAL NOTES:

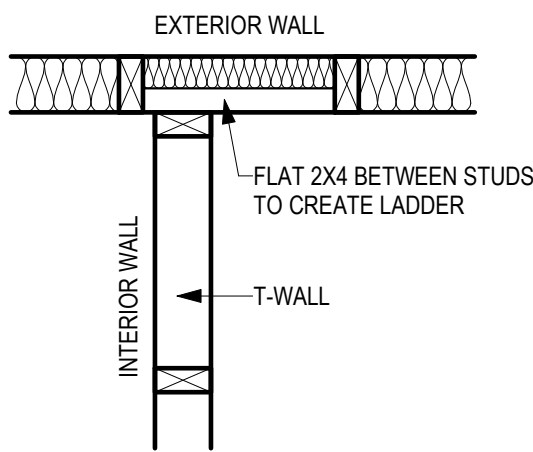
- ALL JOISTS 14' AND UNDER IN SPAN TO BE 2X8'S UNLESS NOTED OTHERWISE.
- ALL JOISTS 16' AND GREATER IN SPAN TO BE 2X8'S UNLESS NOTED OTHERWISE.

FRAMING NOTES:

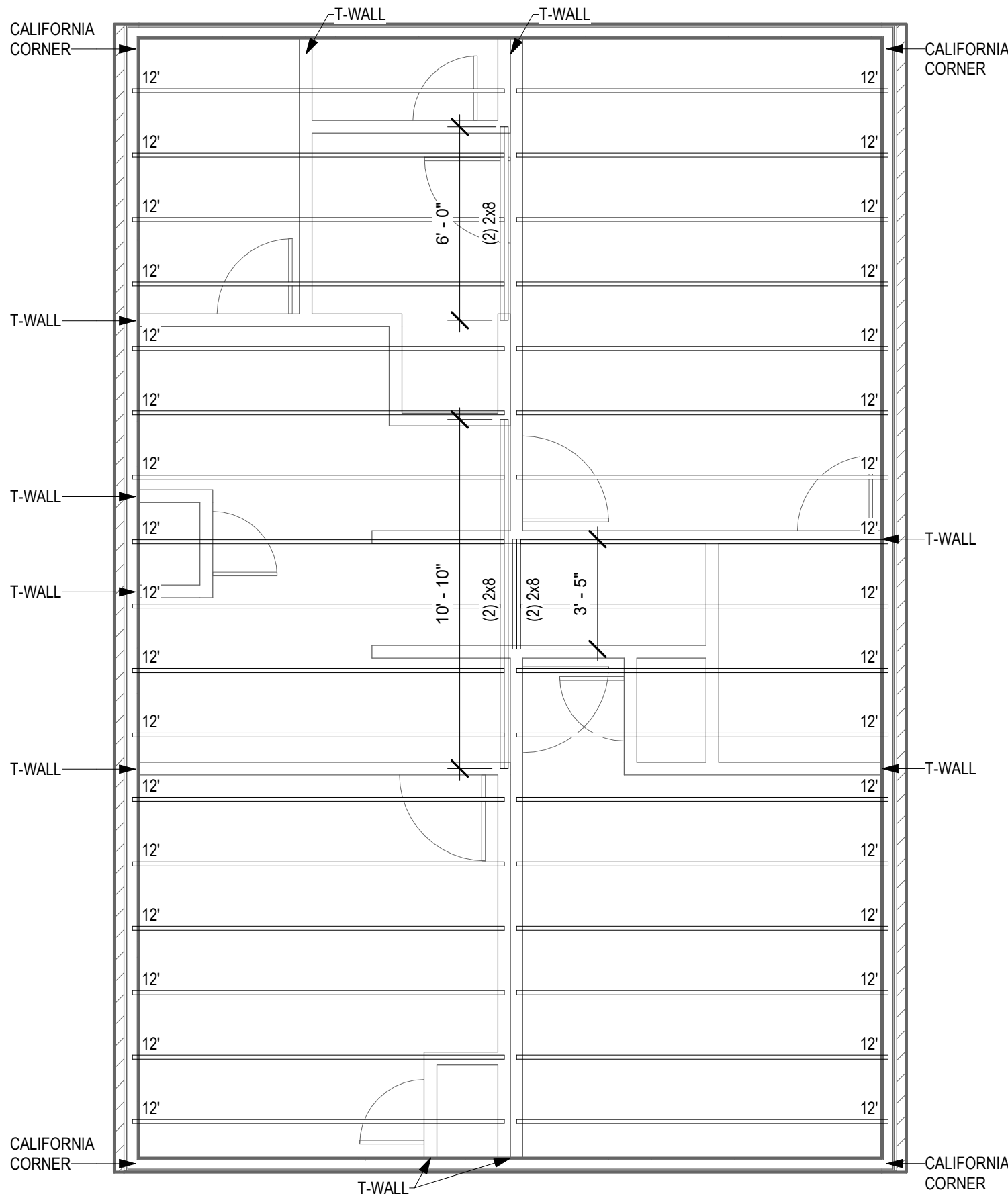
- PROVIDE 3X3 LINTEL ABOVE WINDOWS, UNLESS NOTED OTHERWISE.
- PROVIDE 4X4 LINTEL ABOVE GARAGE DOORS ON SINGLE STORY HOUSES. 4X6 LINTEL ON TWO STORY, UNLESS NOTED OTHERWISE.
- SEAL SILL AND CAULK ALL EXTERIOR WALLS



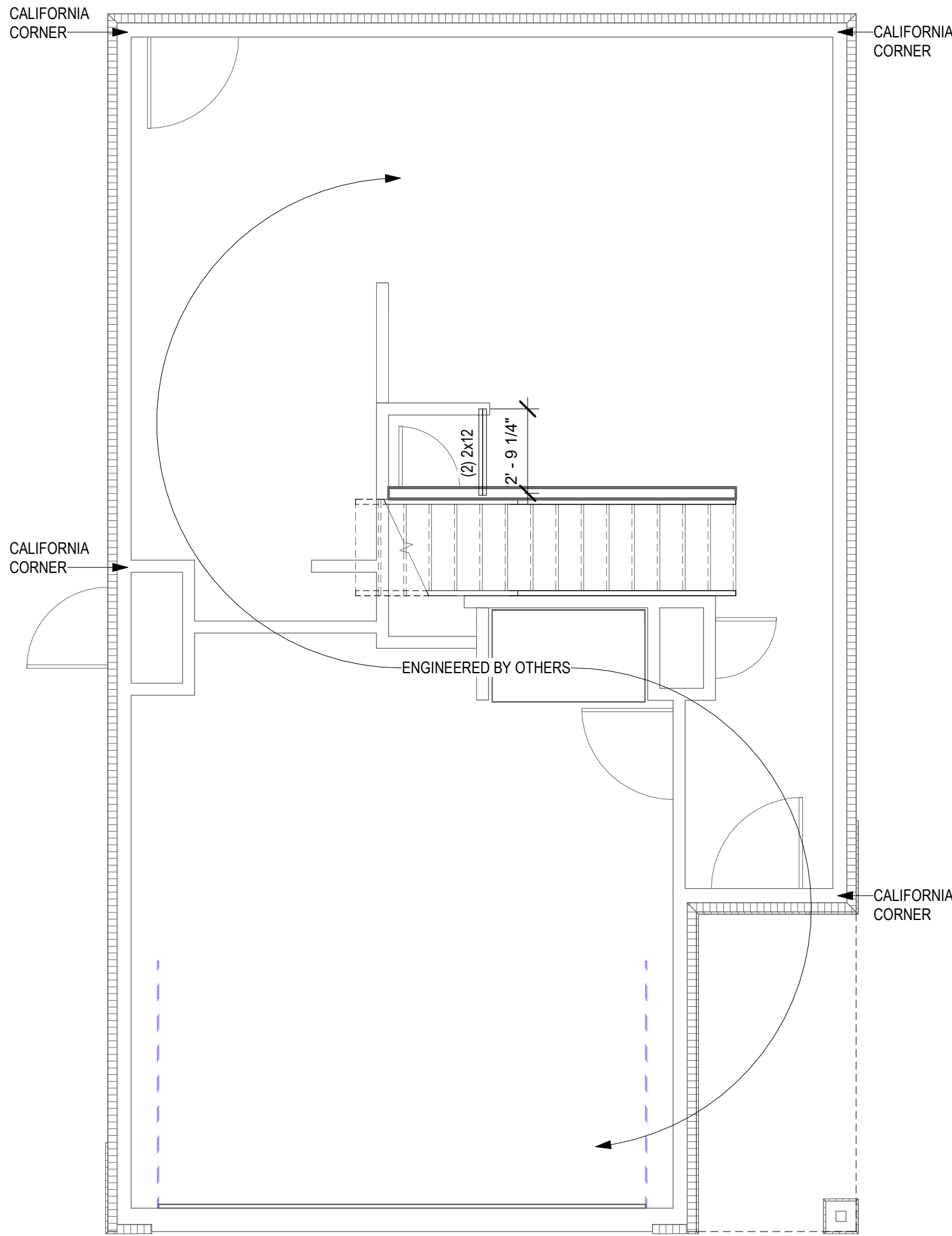
1 CALIFORNIA CORNER
1" = 1'-0"



2 LADDER T-WALL FRAMING
1" = 1'-0"



5 CEILING JOIST FRAMING PLAN - 2ND FLOOR
1/4" = 1'-0"



4 CEILING JOIST FRAMING PLAN - 1ST FLOOR
1/4" = 1'-0"

GENERAL NOTES:

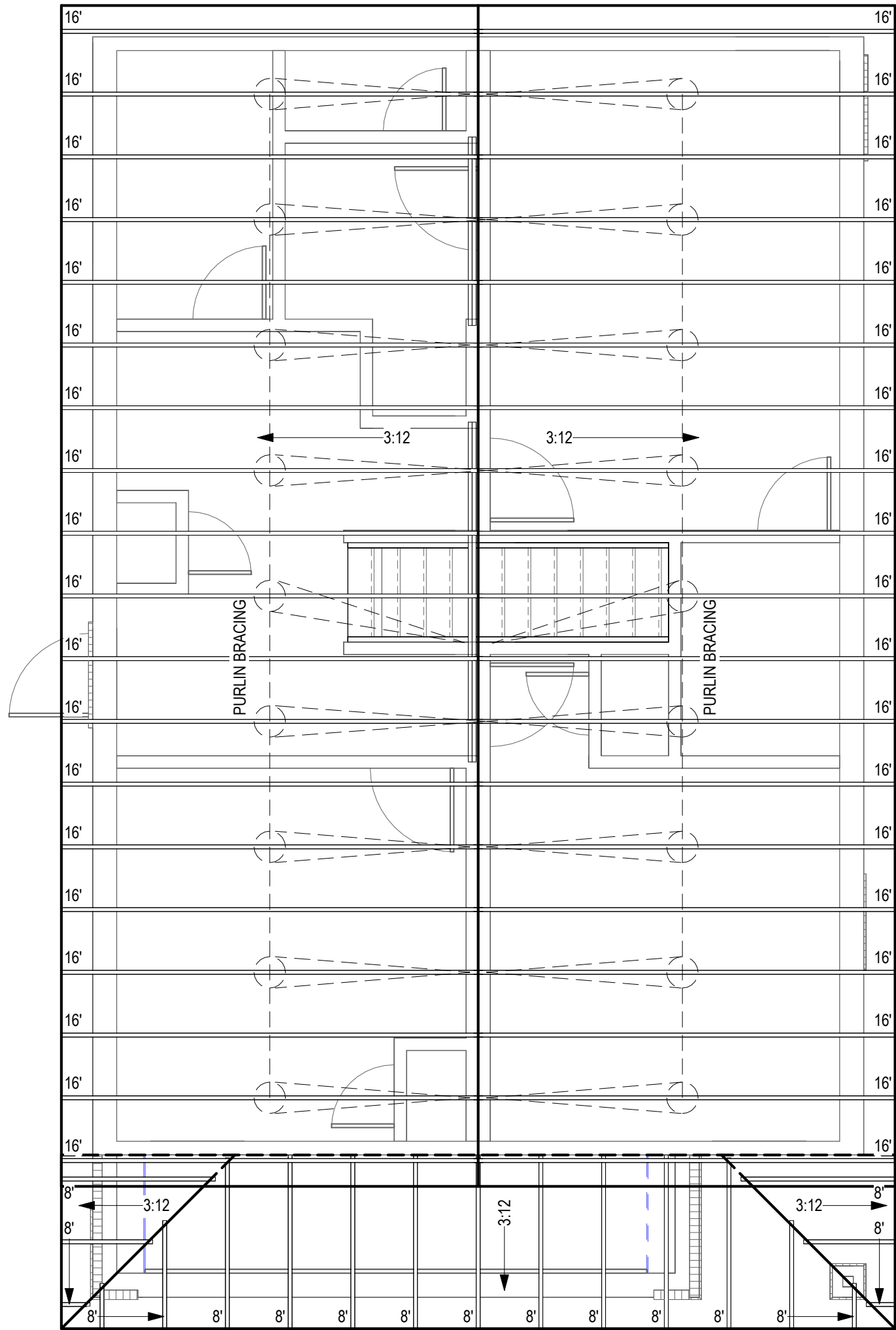
- ALL RAFTERS TO BE 2X6'S @ 24" O.C. UNLESS NOTED OTHERWISE.
- ROOF PITCH - 3:12 UNLESS NOTED OTHERWISE ON PLAN.
- ALL HIP, RIDGES AND VALLEYS TO BE 2X8'S UNLESS NOTED OTHERWISE.
- ALL SPANS OVER 14' WILL BE BRACED AS INDICATED ON PLAN.

ELEVATION NOTES:

- AS INDICATED ON PLOT PLAN (A-100) AND EXTERIOR ELEVATIONS (A-201)

ROOF STYLE:

- ALL ROOF PLANES WILL BE 3:12 PITCH. UNLESS NOTED OTHERWISE.
- PLATE HEIGHTS ARE NOTED ON EXTERIOR ELEVATIONS (A-201)



3 ROOF FRAMING PLAN
1/4" = 1'-0"

HANS THOMAS &
ASSOCIATES

ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242

ARCADIAN MODEL HOME
SPENCER, OKLAHOMA
SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH



HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS

No.	Description	Date

DATE: 06.10.24

SHEET NO.

A-102
ROOF & JOIST
FRAMING
PLANS

GENERAL ELECTRICAL NOTES:

1. OUTLETS, UNLESS SHOWN OTHERWISE ON PLAN, WILL BE PER APPLICABLE CODE
2. ALL EXPOSED CONDUIT TO BE PAINTED TO MATCH WALL COLOR.
3. ALL WORK NEW UNLESS NOTED OTHERWISE.
4. INSTALL ALL FIRE ALARMS AND SMOKE DETECTORS IN ACCORDANCE WITH IRC 2015.
5. CO2 DETECTORS SHALL BE INSTALLED AT THE OUTSIDE OF EVERY SLEEPING AREA AND LOCATED ON A WALL R CEILING AS PER THE MANUFACTURER'S INCLUDED INSTRUCTIONS.
6. ALL WORK SHALL COMPLY WITH LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (NFPA 70) AND ALL LOCAL BUILDING CODES.
7. REFER TO MOUNTING HEIGHTS DETAIL FOR MOUNTING HEIGHTS OF ALL DEVICES NOT INDICATED OTHERWISE.
8. COORDINATE EXACT LOCATIONS OF ALL MECHANICAL EQUIPMENT, DUCT, DETECTORS, ETC. WITH MECHANICAL CONTRACTOR.
9. COORDINATE EXACT LOCATIONS OF SMOKE DETECTORS WITH CEILING FANS, HVAC DIFFUSERS, SPRINKLER HEADS, ETC. PER NFPA REQUIREMENTS.
10. COORDINATE EXACT NEMA CONFIGURATIONS OF RECEPTACLES SERVING EQUIPMENT WITH EXACT EQUIPMENT BEING FURNISHED.
11. 5/8" (#5) REBAR GROUND ROD UNDER SERVICE PANEL IN GARAGE

GENERAL MECHANICAL NOTES:

1. OUTSIDE AIR IS BROUGHT INTO THE BUILDING THROUGH OPERABLE WINDOWS UNLESS NOTED OTHERWISE.
2. ROUND BRANCH DUCT RUNOUTS AND FLEXIBLE DUCT SHALL BE THE SAME SIZE OF DIFFUSER NECK UNLESS NOTED OTHERWISE.
3. THE MECHANICAL SUBCONTRACTOR SHALL COORDINATE THE ROUTING AND PATH OF THE DUCTWORK AND IS RESPONSIBLE FOR PROVIDING NECESSARY OFFSETS, TURNS, RISES AND DROPS FOR DUCTWORK AND PIPING AS NEEDED TO INSTALL THE HVAC SYSTEM AS IT IS DESIGNED WITHIN THE STRUCTURE.
4. TRANSITION DUCTWORK AS REQUIRED TO CONNECT TO AIR HANDLERS.
5. PROVIDE RECESSED DRYER WALL BOX AT DRYER VENT ROUGH-IN. DRYER VENT DUCTS SHALL UTILIZE LONG SWEEP DRYER ELBOWS.

ELECTRICAL LEGEND / SCHEDULE

- ⌘A

Wall mount fixture, 36" wide.
- ⌘B

Surface mount fixture, 11 1/4" dia.
- ⌘C

Surface mount fixture, 15 1/4" dia.
- ⌘D

Wall mount fixture, 24" wide.
- ⌘E

5-Light Chandelier
- ⌘F

Exterior Floodlight
- ⌘H

Coach Light
- ⌘J

Puck Light

⬤K

Bathroom Exhaust Fan

▲

Phone / Data

△

Phone

▲

Cable

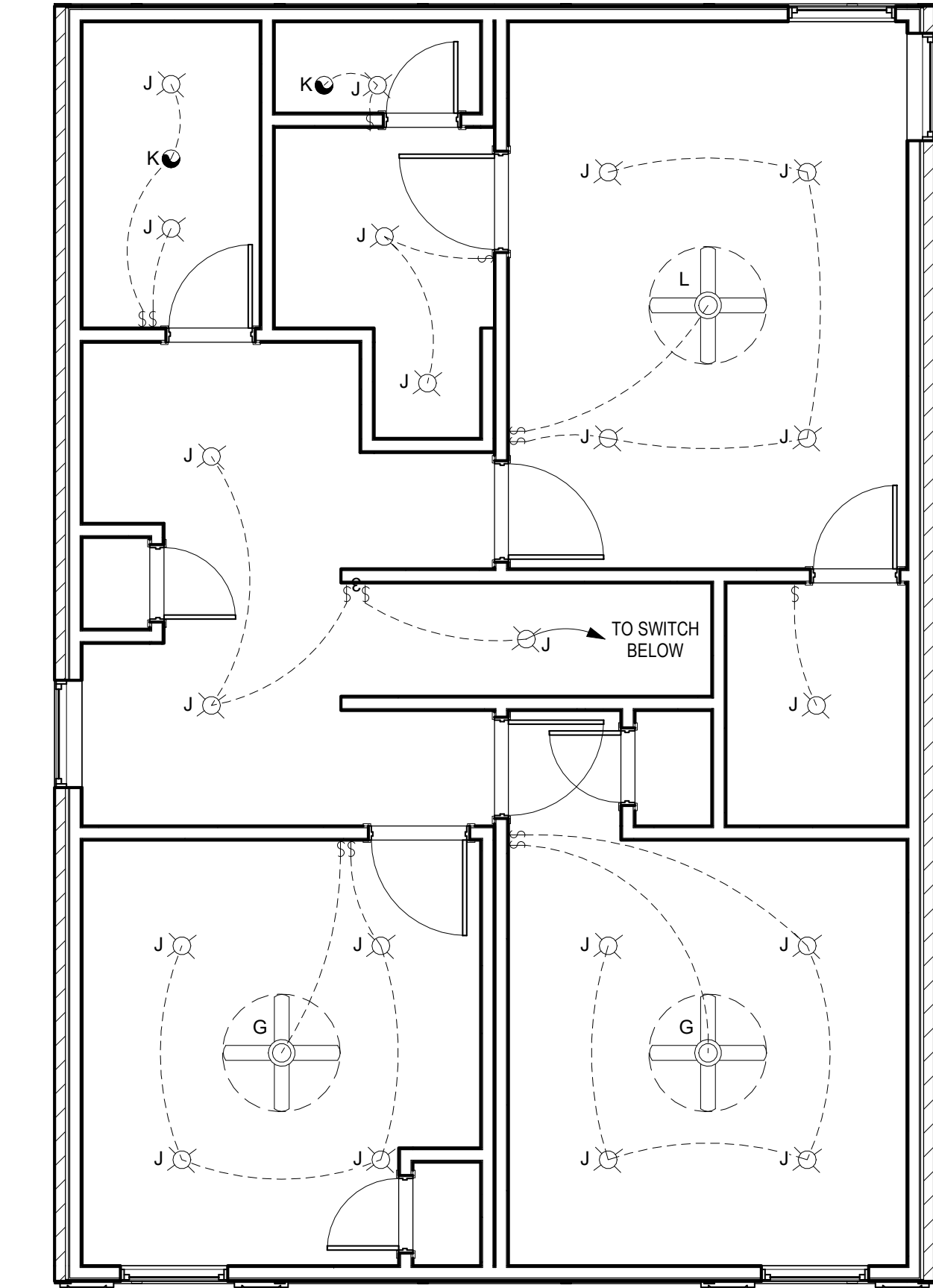
G

42" Ceiling Fan

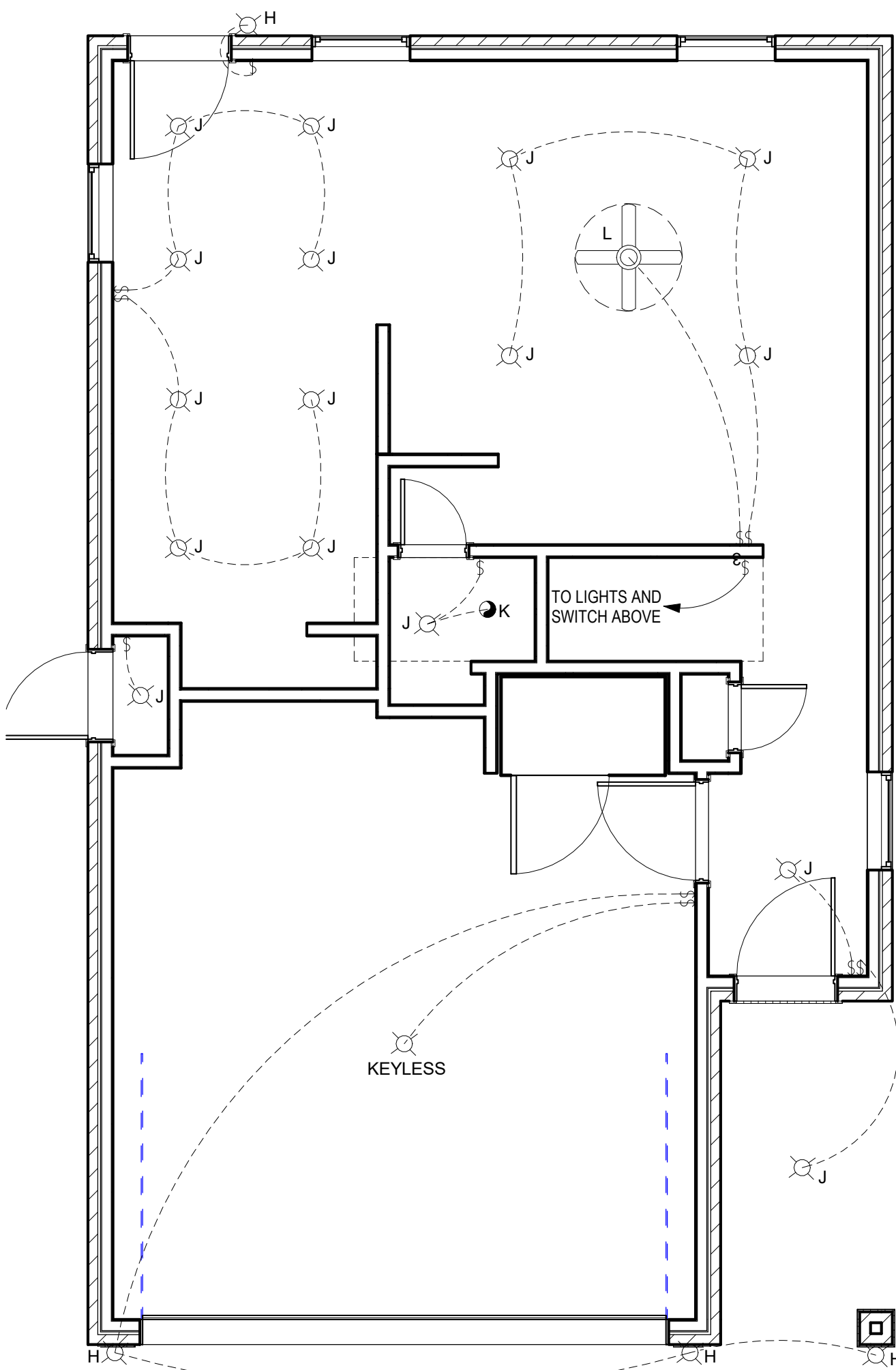
L

42" Ceiling Fan (M. Bedroom, Living Room)

See Architectural Specifications for Lighting Fixture selections



2 ELECTRICAL PLAN - 2ND FLOOR
1/4" = 1'-0"



1 ELECTRICAL PLAN - 1ST FLOOR
1/4" = 1'-0"

HANS THOMAS &
ASSOCIATES

ARCHITECTURAL SOLUTIONS
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ARCADIAN MODEL HOME

SPENCER, OKLAHOMA

SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH



HANS R. THOMAS, ARCHITECT
OK 6795

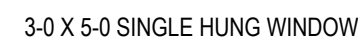
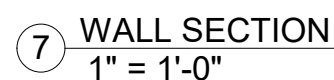
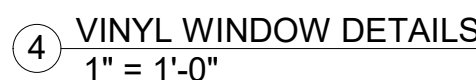
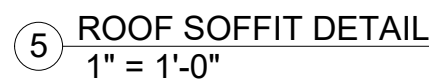
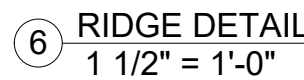
REVISIONS

No.	Description	Date

DATE: 06.10.24

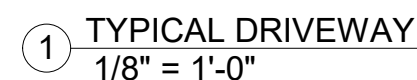
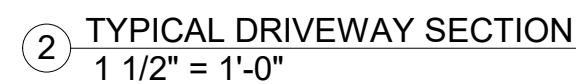
SHEET NO.

A-103
ELECTRICAL
PLAN



 EGRESS AREA MEETS IRC 2015,
SECTION R310.2.1, MINIMUM OF 5.7 SF

○ TYPICAL WINDOW EGRESS
1/2" = 1'-0"



1. APPROACH SHALL MEET CITY SPECIFICATIONS.
2. CONCRETE SHALL BE NOMINAL WEIGHT, TRANSIT MIXED AND HAVE A MIN. COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS UNLESS NOTED OTHERWISE.

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE EXISTING UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION TO AVOID DAMAGE TO UNDERGROUND UTILITIES. CONTRACTOR SHALL INFORM UTILITY OWNERS IN ADVANCE TO ENABLE THEM TO IDENTIFY, LOCATE, ROUTE OR MAKE OTHER ADJUSTMENTS IN ORDER FOR WORK TO PROCEED WITH MINIMAL DELAYS.
2. EXPOSED SOILS SHOULD BE PROTECTED AGAINST RAIN AND EXCESSIVE DRYING.

1. SITE GRADING AND DRAINAGE SHALL BE MAINTAINED AT ALL TIMES IN SUCH A MANNER THAT SURFACE OR GROUND WATER WILL NOT COLLECT AROUND FOUNDATION/DRIVES. ADEQUATE POSITIVE DRAINAGE SHALL BE PROVIDED AND MAINTAINED.
2. CONCRETE SHALL BE VIBRATED TO ENSURE CONSOLIDATION AROUND TENDON ANCHORAGES.
3. SIDEWALKS AND DRIVES SHALL BE GRADED TO SLOPE AWAY FROM FOUNDATION TO PREVENT PONDING OF WATER.

SPENCER, OKLAHOMA

SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH



ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242



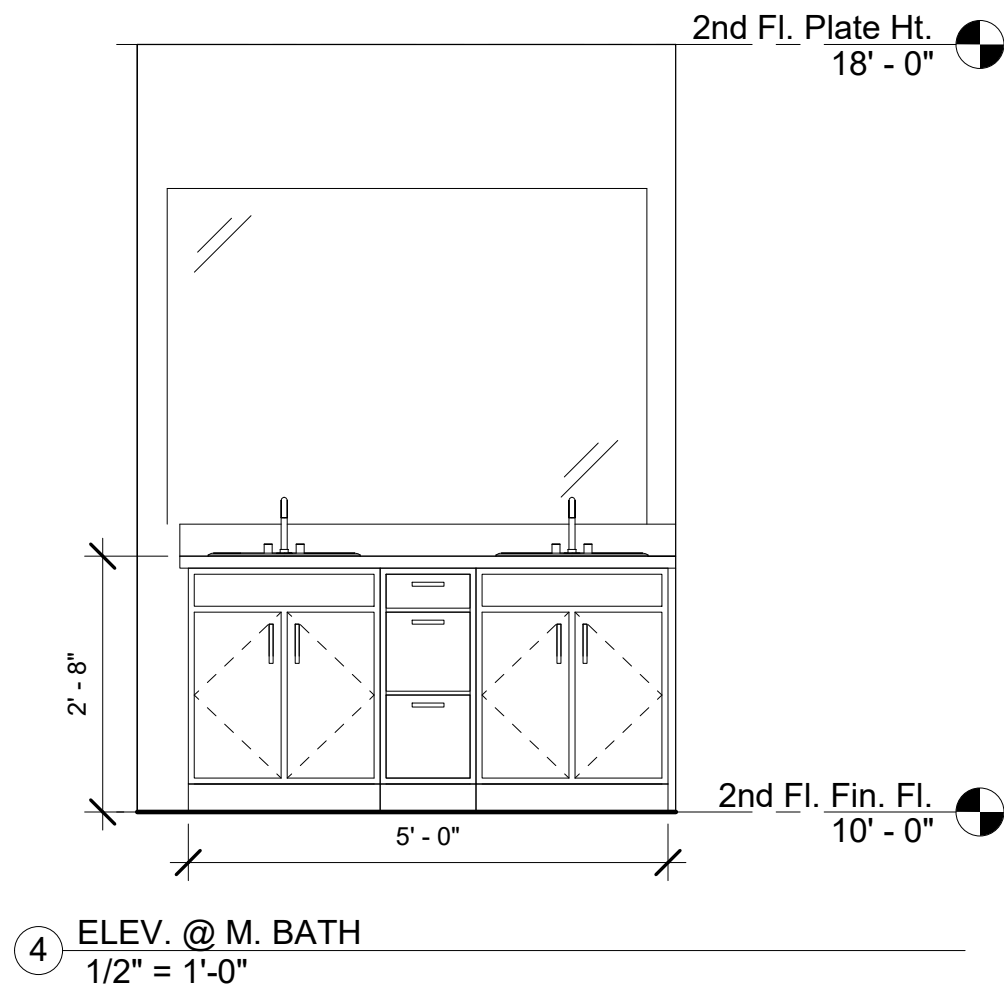
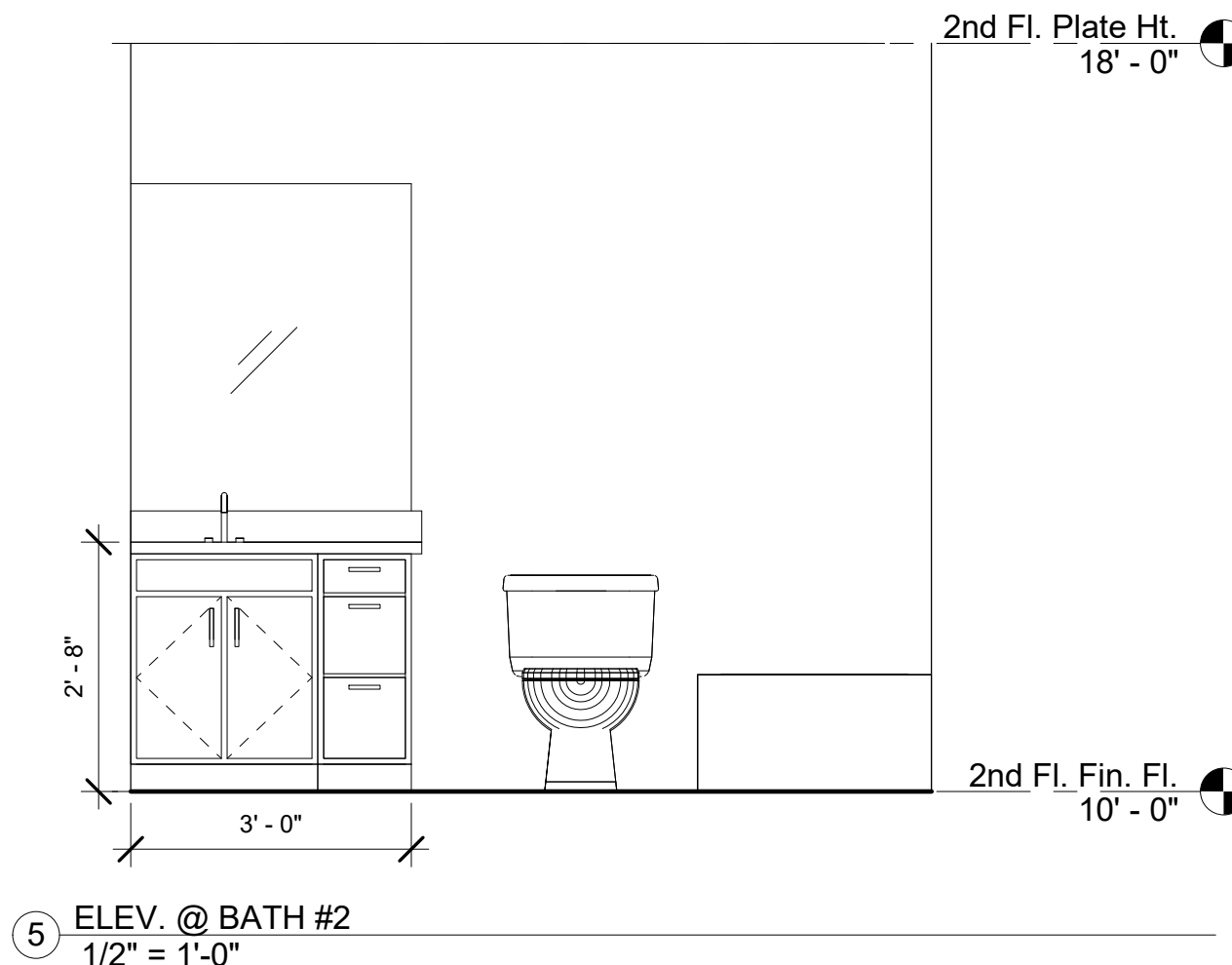
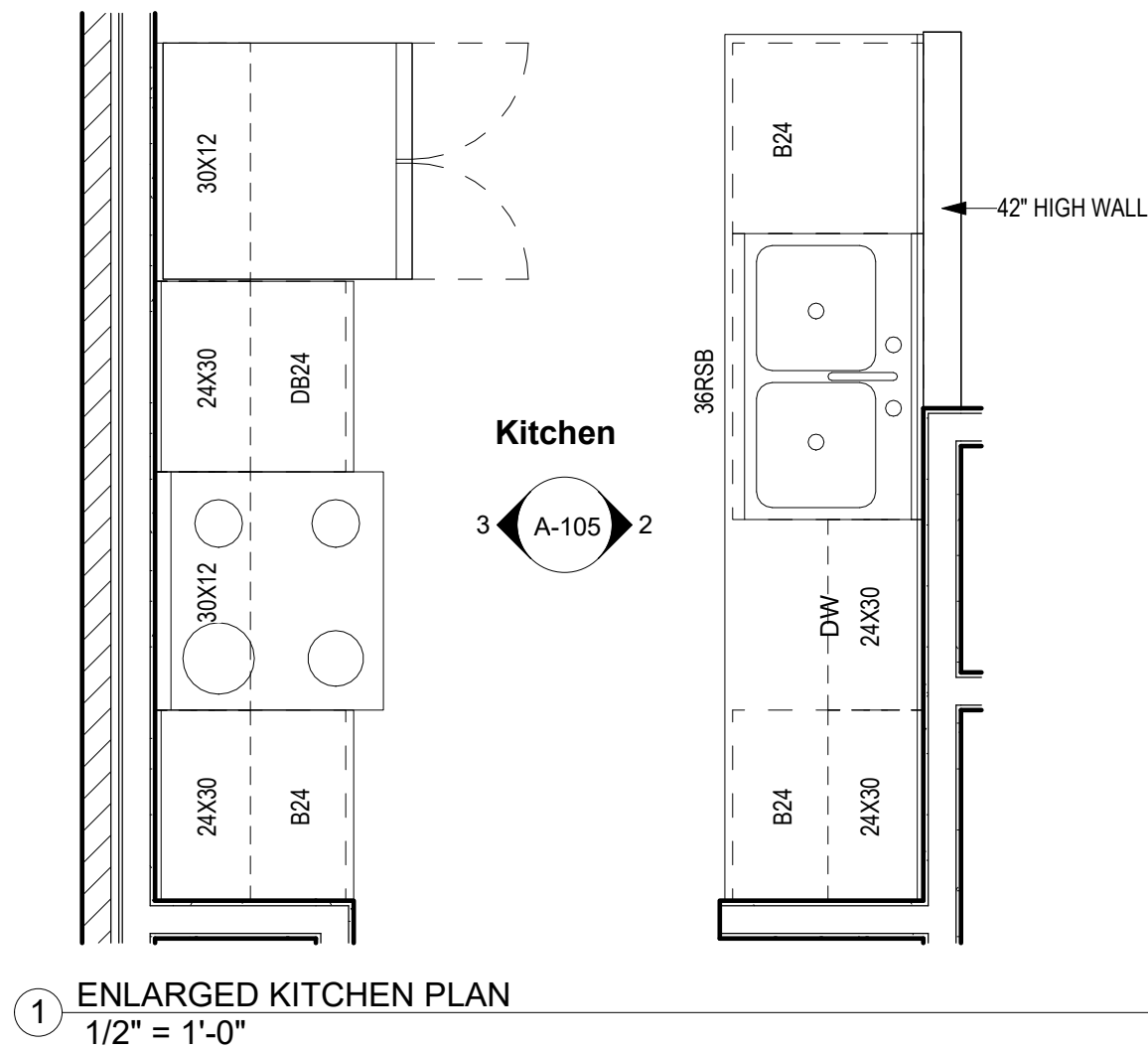
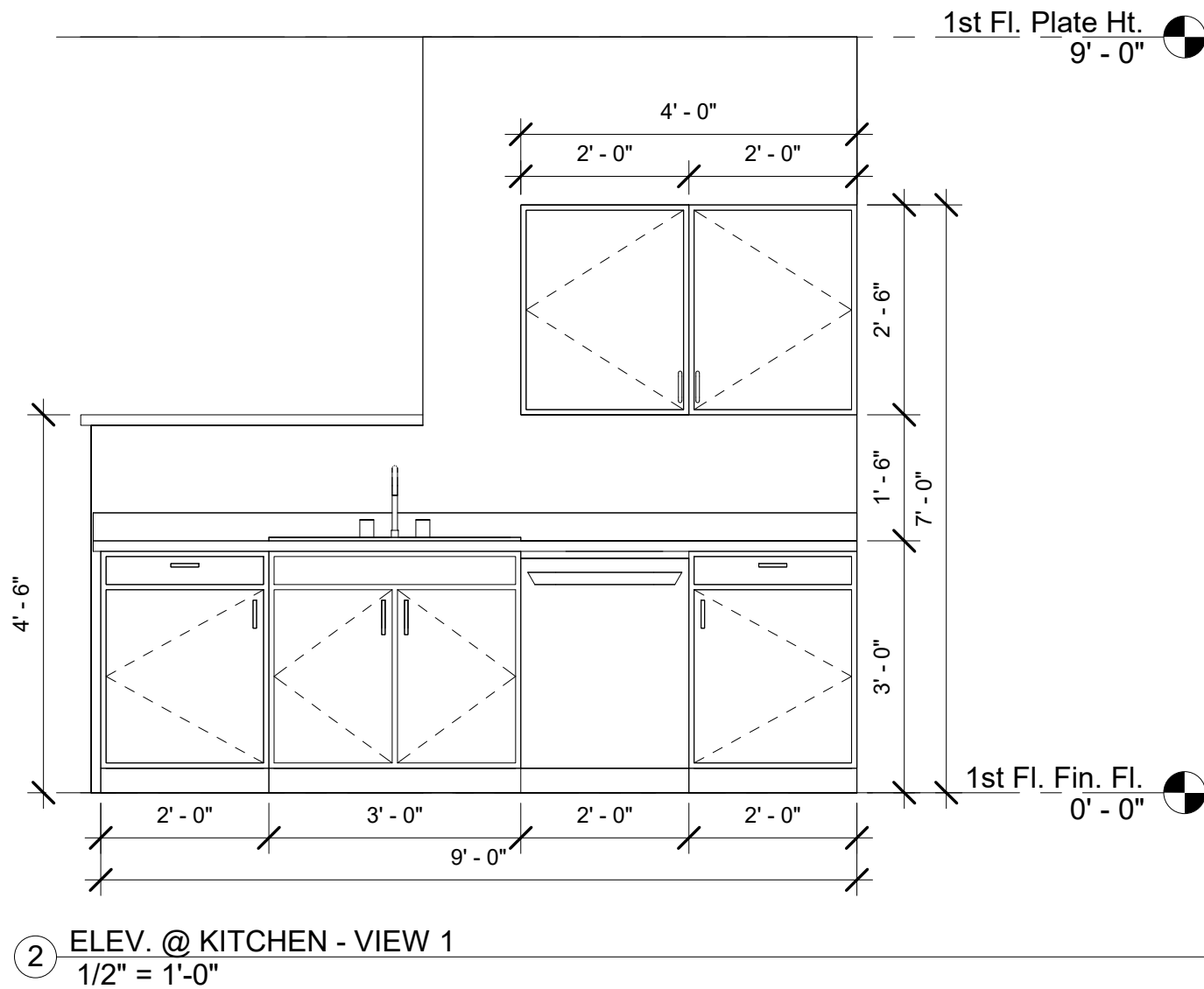
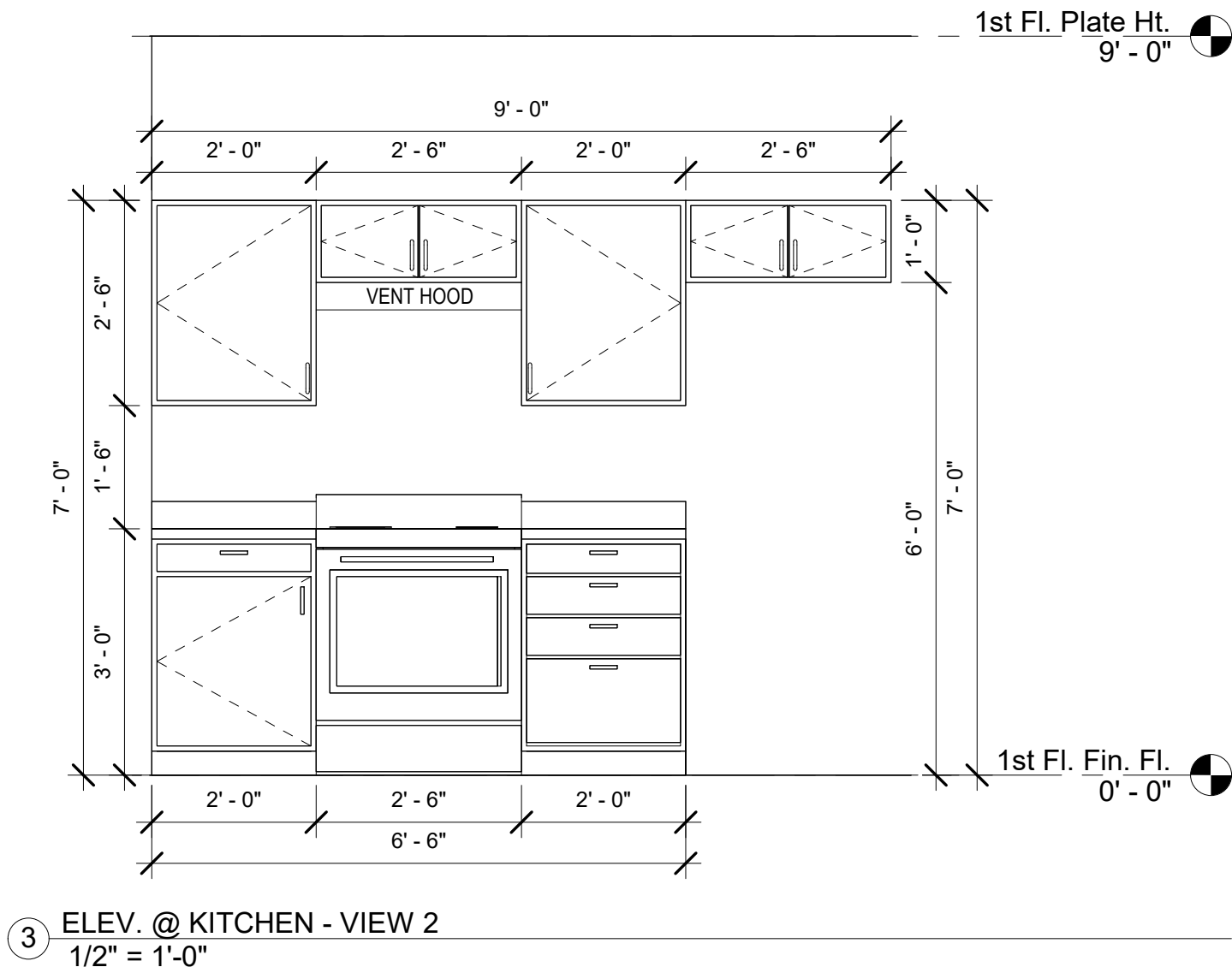
HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS		
No.	Description	Date

DATE: 06.10.24

SHEET NO

A-104
BUILDING
SECTIONS &
DETAILS

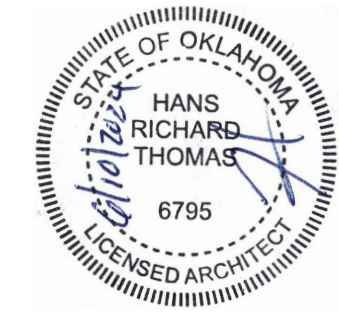


KITCHEN CABINETS
KITCHEN BASE CABINETS WILL BE 36" HIGH
COUNTERTOP & BACKSPLASHES: SEE SPECIFICATION

BATHROOM VANITIES
VANITY CABINETS WILL BE 30" HIGH
COUNTERTOPS & BACKSPLASHES: ONE-PIECE MOLDED SINK/COUNTERTOP, CULTURED MARBLE,
COLOR TO BE DETERMINED FROM STANDARD COLORS AVAILABLE FROM
MANUFACTURER.

**NOTE: EQUIPMENT SHOWN ON ELEVATIONS IS FOR PLACEHOLDER. DIMENSIONS & TYPE ARE
CORRECT, BUT STYLE MAY VARY FROM WHAT IS SHOWN**

ARCADIAN MODEL HOME
SPENCER, OKLAHOMA
SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH

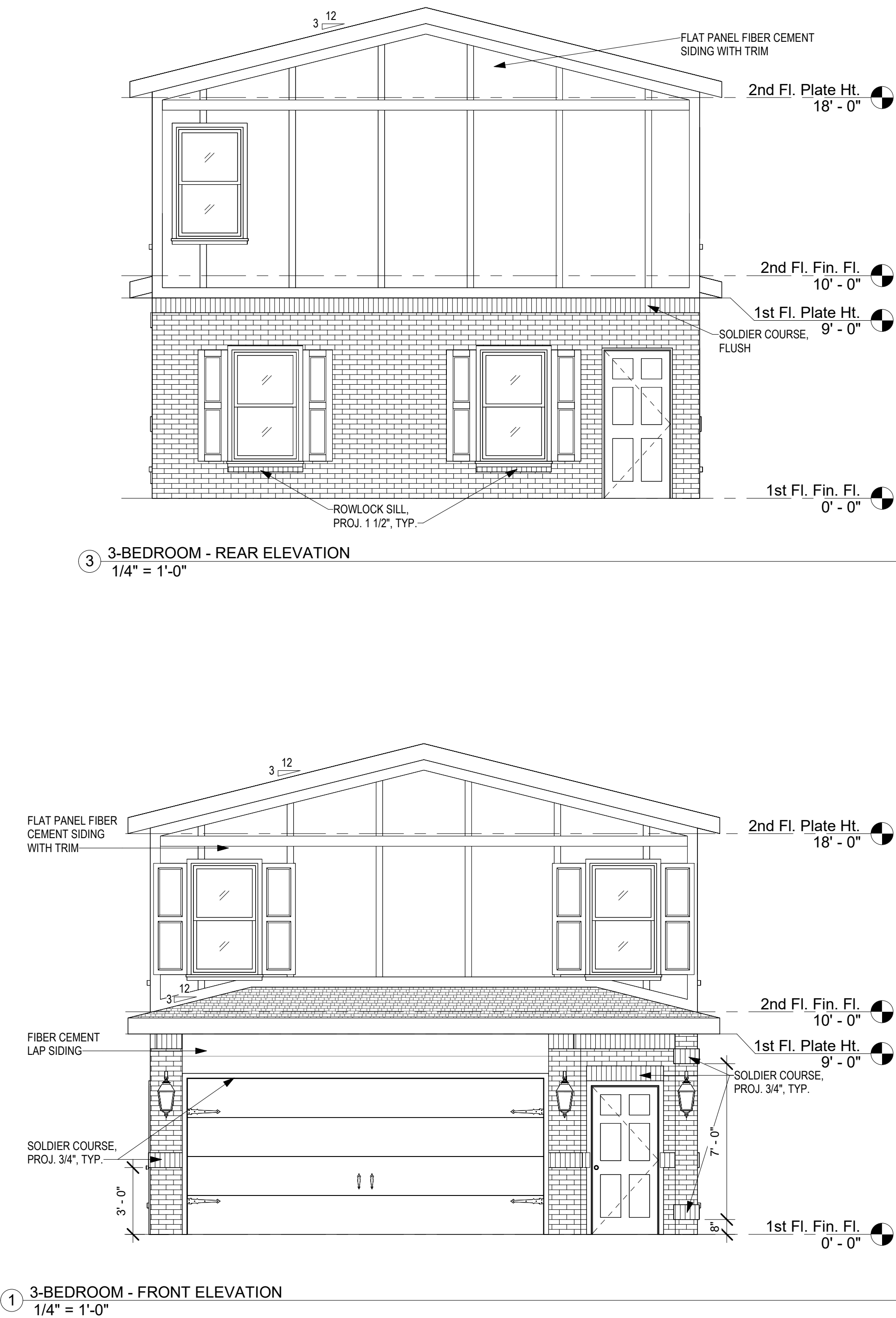
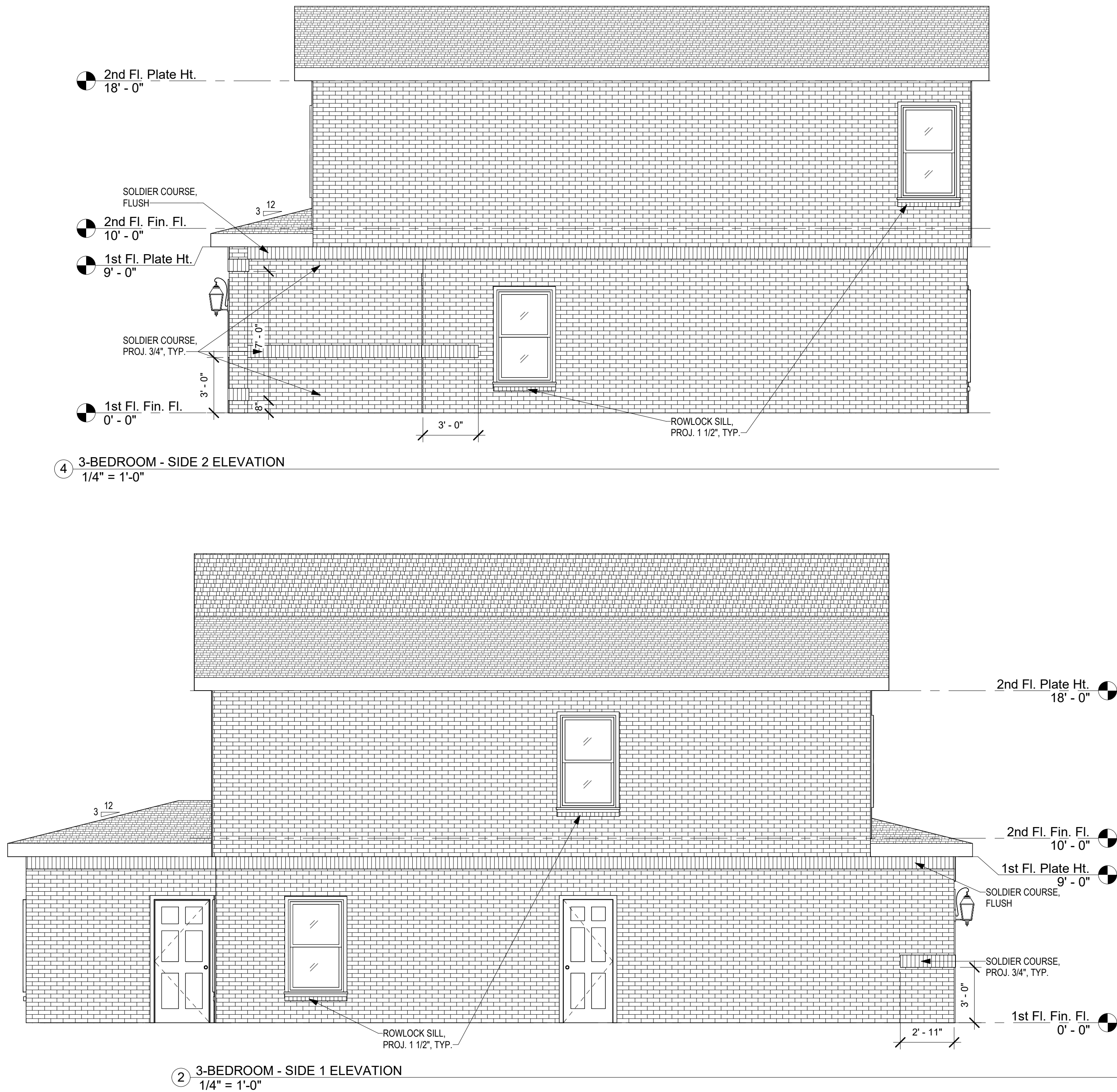


HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS		
No.	Description	Date

DATE: 06.10.24

SHEET NO.
A-105
CABINET
LAYOUT &
ELEVATIONS



ARCADIAN MODEL HOME
SPENCER, OKLAHOMA
SINGLE-FAMILY DETACHED - 3-BEDROOM UNIT LH

HANS THOMAS & ASSOCIATES
ARCHITECTURAL SOLUTIONS
4741 CENTRAL STREET #1355
KANSAS CITY, MISSOURI
P 816.686.2242



HANS R. THOMAS, ARCHITECT
OK 6795

REVISIONS		
No.	Description	Date

DATE: 06.10.24

SHEET NO.
A-201
EXTERIOR ELEVATIONS

INSTRUCTIONS

Development Budget

Input development costs in the appropriate categories. Do not input decimals. Round up to the nearest dollar.

Cells highlighted in blue may have inputs.

If a specific cost does not apply to your development, please leave it blank.

There are places for "other" costs throughout the budget and at the end. Please use the appropriate category when possible.

This sheet will automatically calculate each subtotal and the Total Development Costs total.

It is critical that the values listed on this sheet are accurate, as the rest of the sheets in the workbook will automatically populate from the information listed on this sheet.

Sources & Uses

The majority of information in this sheet will automatically populate from what was listed in the Development Budget.

If other sources of funding are involved, please list those sources and their dollar amounts in the available corresponding blue cells.

Applicants may request a loan up to the maximum of 90% of the Total Development Costs listed in the Development Budget.

Individual Home Data

Enter the applicable figures in the blue highlighted cells for floor plan name, number of bedrooms, bathrooms, homes, square footage of each unit, and the proposed sales price.

Totals will automatically fill.

Cost Per Square Foot

This sheet does not require any inputs. All cells should populate from the Individual Home Data and Development Budget sheets.

Loan Sizing

This sheet does not require any inputs. All cells should populate from the Individual Home Data and Development Budget sheets.

Profit & Loss

The majority of information in this sheet will automatically populate from what was listed in the other sheets.

Fill in the light blue highlighted cell if there is any other income, and please specify what that

Totals will automatically fill.

ONCE YOU ARE FINISHED INPUTTING VALUES INTO ALL OF THE TABS, PLEASE PRINT THE ENTIRE EXCEL WORKBOOK TO A PDF AND INSERT IT INTO TAB 6 OF YOUR APPLICATION

DEVELOPMENT BUDGET

Blue Cells May Have Inputs

Itemized Costs	Actual Costs
LAND	
Land	\$0
1. SUBTOTAL	\$0
INFRASTRUCTURE (IF APPLICABLE)	
Dirt Work	\$10,000
Utilities	\$6,000
Paving	\$0
2. SUBTOTAL	\$16,000
HARD COSTS	
Hard Home Construction Costs	\$765,882
Amenities	\$0
General Requirements	\$0
Contractor Overhead	\$0
Contractor Profit	\$100,000
Construction Contingency	\$75,000
3. SUBTOTAL	\$940,882

Cannot Exceed 15% of Total Development Costs (Cell B57)

Cannot Exceed 6% of Total Hard Costs (Cell B23)

Itemized Costs	Actual Costs
PROFESSIONAL FEES	
Architect/Design	\$6,000
Attorney, Real Estate	\$2,500
Broker's Price Opinion/Market Study	\$1,000
Engineer/Surveyor	\$5,000
Appraisal	\$0
Legal Fees	\$0
Consultant Fee	\$5,000
4. SUBTOTAL	\$19,500
CONSTRUCTION INTERIM COSTS	
Builders Risk Insurance	\$8,000
Construction Interest	\$0
Title and Recording	\$5,000
Taxes	\$1,500
Signage	\$0
Permits/Fees	\$6,000
5. SUBTOTAL	\$20,500

Itemized Costs	Actual Costs
SELLING COSTS	
Realtor Fees	\$89,250
Marketing	\$0
Closing/Title/Abstracting	\$6,000
6. SUBTOTAL	\$95,250
OTHER COSTS (PROVIDE NARRATIVE EXPLANATION)	
7. SUBTOTAL	\$0
TOTAL DEVELOPMENT COSTS	
TOTAL	\$1,092,132

SOURCES & USES

Blue Cells May Have Inputs

USES

Development Costs

Land	\$0
Infrastructure (If Applicable)	\$16,000
Hard Costs	\$940,882
Professional Fees	\$19,500
Construction Interim Costs	\$20,500
Selling Costs	\$95,250
Other Costs	\$0

TOTAL DEVELOPMENT COSTS	\$1,092,132
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SOURCES

Construction Sources

Developer/Owner Equity	\$0
OHFA Construction Loan	\$1,092,132
Other Construction Loan	\$0
Other Equity	\$0
Other Source	\$0

TOTAL CONSTRUCTION SOURCES	\$1,092,132
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DIFFERENCE BETWEEN SOURCES & USES	\$0
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INDIVIDUAL HOME DATA

Provide information for each individual floor plan

Blue Cells May Have Inputs

Floor Plan Name	Number of Bedrooms	Number of Bathrooms	Number of Homes	Conditioned Sq ft per Home	Sq ft under roof	Total Conditioned Sq. Ft. Per Size
Arcadian	3	2.5	6	1420	1,920	8,520
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
						-
Totals:			6			8,520

n to be built

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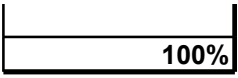
Total Sq ft under roof	Proposed Sales Price	Total Sales Price	Proposed Sales Price per Ft
11,520	\$189,000	\$1,134,000	133.098592
-		\$0	#DIV/0!
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
-		\$0	
11,520		\$1,134,000	

COST PER SQUARE FOOT (CPSF)

	Square Feet		
Total Conditioned Square Feet	8,520		
Total Square Foot Under Roof	11,520		
	Actual Cost	Conditioned CPSF \$	Under Roof CPSF \$
LAND			
Land	\$0	0	0
1. SUBTOTAL	\$0	\$0.00	\$0.00
INFRASTRUCTURE (IF APPLICABLE)			
Dirt Work	\$10,000	\$1.17	\$0.87
Utilities	\$6,000	\$0.70	\$0.52
Paving	\$0	\$0.00	\$0.00
2. SUBTOTAL	\$16,000	\$1.88	\$1.39
HARD COSTS			
Hard Home Construction Costs	\$765,882	\$89.89	\$66.48
Amenities	\$0	\$0.00	\$0.00
General Requirements	\$0	\$0.00	\$0.00
Contractor Overhead	\$0	\$0.00	\$0.00
Contractor Profit	\$100,000	\$11.74	\$8.68
Construction Contingency	\$75,000	\$8.80	\$6.51
0	\$0	\$0.00	\$0.00
3. SUBTOTAL	\$940,882	\$110.43	\$81.67
PROFESSIONAL FEES			
Architect/Design	\$6,000	\$0.70	\$0.52
Attorney, Real Estate	\$2,500	\$0.29	\$0.22
Broker's Price Opinion/Market Study	\$1,000	\$0.12	\$0.09
Engineer / Surveyor	\$5,000	\$0.59	\$0.43
Appraisal	\$0	\$0.00	\$0.00
Legal Fees	\$0	\$0.00	\$0.00
Consultant Fee	\$5,000	\$0.59	\$0.43
0	\$0	\$0.00	\$0.00
4. SUBTOTAL	\$19,500	\$2.29	\$1.69
CONSTRUCTION INTERIM COSTS			
Builders Risk Insurance	\$8,000	\$0.94	\$0.69
Construction Interest	\$0	\$0.00	\$0.00
Title and Recording	\$5,000	\$0.59	\$0.43
Taxes	\$1,500	\$0.18	\$0.13
Signage	\$0	0	0
Permits/Fees	\$6,000	\$0.70	\$0.52
0	\$0	\$0.00	\$0.00
5. SUBTOTAL	\$20,500	\$2.41	\$1.78
SELLING COSTS			
Realtors Fees	\$89,250	\$10.48	\$7.75
Marketing	\$0	\$0.00	\$0.00
Closing/Title/Abstracting	\$6,000	\$0.70	\$0.52
0	\$0	\$0.00	\$0.00
7. SUBTOTAL	\$95,250	\$11.18	\$8.27
OTHER COSTS			
0	\$0	\$0.00	\$0.00
0	\$0	\$0.00	\$0.00
0	\$0	\$0.00	\$0.00
8. SUBTOTAL	\$0	\$0.00	\$0.00

TOTAL	\$1,092,132	\$128.18	\$94.80
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% of TDC
0.00%
0.00%
0.92%
0.55%
0.00%
1.47%
70.13%
0.00%
0.00%
0.00%
9.16%
6.87%
0.00%
86.15%
0.55%
0.23%
0.09%
0.46%
0.00%
0.00%
0.46%
0.00%
1.79%
0.73%
0.00%
0.46%
0.14%
0.00%
0.55%
0.00%
1.88%
8.17%
0.00%
0.55%
0.00%
9%
0.00%
0.00%
0.00%
0%



LOAN SIZING

LOAN REQUEST	\$982,919
---------------------	------------------

NUMBER OF HOMES BEING BUILT	6
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Construction Costs

Land	\$0
Infrastructure (If Applicable)	\$16,000
Hard Costs	\$940,882
Professional Fees	\$19,500
Construction Interim Costs	\$20,500
Selling Costs	\$95,250
Other Costs	\$0
TOTAL DEVELOPMENT COSTS	\$1,092,132
DEVELOPER 10% CONTRIBUTION	\$109,213
OHFA CONSTRUCTION LOAN	\$982,919
LOAN PER HOME	\$163,820
COST PER HOME	\$182,022

PROFIT & LOSS

Blue Cells May Have Inputs

Average Sales Price of Each Home	189000
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Revenue

Sale of Housing Units	\$1,134,000
Other income (Please define, if applicable)	\$0
Subtotal	\$1,134,000
TOTAL REVENUE	\$1,134,000

Construction Costs

Land	\$0
Infrastructure	\$16,000
Hard Costs	\$940,882
Professional Fees	\$19,500
Construction Interim Costs	\$20,500
Other Costs	\$0
TOTAL CONSTRUCTION COSTS	\$996,882

Selling Costs

Selling Costs	\$95,250
TOTAL COSTS	\$1,092,132

TOTAL REVENUE	\$1,134,000
less: TOTAL COSTS	\$1,092,132
Anticipated Profit/Loss	\$41,868

Lines can be added, like for instance, Asset Management fee.



City Attorney Department
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: June 16, 2025
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Subject: Consideration of an ordinance creating Article 17 of Chapter 7 of the Shawnee City Code by enacting a new Section 1 establishing regulations for vacant buildings; requiring registration, maintenance, and security of vacant structures; providing for repealer, providing for codification; providing for severability; and setting an effective date.

Background: This ordinance would provide the City with a structured and proactive approach to managing vacant properties, supporting revitalization efforts, and protecting community welfare. Your consideration of this recommendation is appreciated.

The proposed ordinance would:

1. Improve Coordination and Oversight by requiring the enforced registration of vacant buildings through interagency collaboration, enabling consistent monitoring and data sharing.
2. Enhance Public Safety and Aesthetics by mandating annual inspections and establishing minimum exterior appearance standards to reduce fire hazards, deter vandalism, and preserve neighborhood character.
3. Create Accountability through a maintained registry of vacant buildings and a requirement that out-of-town owners assign a local agent for timely communication and compliance.
4. Encourage Voluntary Compliance by prioritizing negotiations with owners to develop improvement plans before pursuing court actions or imposing penalty fees.
5. Promote Fairness and Cost Recovery through progressive penalty and renewal fee structures that escalate over time for continued non-compliance.
6. Mitigate Risk by requiring proof of liability insurance as a condition of registration.
7. Ensure Manageable Implementation by phasing in the ordinance beginning with the Main Street district or key downtown areas to allow for an effective rollout and adjustment period.

Staff will bring to a future meeting a proposed fee schedule.

Financial Impact:

Attachments: Vacant Structure Ordinance

Staff Recommendation: Approval

ORDINANCE NO. _____

AN ORDINANCE CREATING ARTICLE 17 OF CHAPTER 7 OF THE SHAWNEE CITY CODE BY ENACTING A NEW SECTION 1 ESTABLISHING REGULATIONS FOR VACANT BUILDINGS; REQUIRING REGISTRATION, MAINTENANCE, AND SECURITY OF VACANT STRUCTURES; PROVIDING FOR REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to create Chapter 7 of the Code of Ordinances of the City of Shawnee, Oklahoma, and,

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. ENACTMENT. Article XVII of Chapter 7 of the Shawnee City Code is hereby enacted as follows:

TITLE. Vacant Structures

PURPOSE. The City Commission has determined that such creation is necessary to prevent conditions that contribute to urban blight, hinder economic growth, unsafe deterioration, reduction in property values, creation of fire hazards, and increase criminal activity and homelessness. By mitigating these negative impacts by requiring the City of Shawnee to maintain accurate registration of all vacant structures, the ordinance aims to promote public safety, reduce expenditure for police, fire, and code enforcement, and overall quality of life within the community.

GEOGRAPHIC BOUNDARIES. This ordinance applies only to Main Street between Kickapoo Street and Beard Street, including all properties and structures, situated within these boundaries. This designation refers specifically to the section of the municipality that lies within the described boundaries, which serve as the primary limits for the jurisdiction.

DEFINITIONS. For the purposes of this chapter, the following terms are defined as set out in this section:

- A. **BUILDING** means a structure with a roof and walls that is permanently constructed on a site, intended for human occupancy, use, or shelter. Buildings serve various purposes such as living, working, storing goods, or housing equipment.
- B. **SECURED** means treated with such measures as may be directed by the building official or his or her designee that assist in rendering the abandoned building inaccessible to unauthorized persons, squatters, and trespassers, including, but not limited to, the closure, locking, padlocking, chaining, repair and/or boarding of fence(s), wall(s), gate(s), window(s), door(s), including walk-through, sliding and/or garage doors, and/or other openings of such size that may allow a child access to the interior of the structure/property. In case of broken windows, "secured" includes the reglazing or boarding of the window. Boarding shall be completed to a minimum of the current United States Department of Housing and Urban Development (HUD) securing standards at the time the boarding is completed or required and shall additionally require painting the boards with an exterior grade paint that matches the color of the building.
- C. **UNSECURED** means any building that is accessible through a compromised, breached or broken gate, fence, wall, window, door, or similar entry points and/or is unsecured so as to allow access to any interior space by unauthorized persons or trespassers.
- D. **OUT OF AREA** means in excess of fifty miles of the subject property.

- E. VACANT STRUCTURE means a building that is unoccupied for a period of one hundred eighty (180) days, lacking habitual presence of people with legal right to be on the premises, and potentially exhibiting other signs of disuse. This definition often includes criteria like the building being open or unsecured, lacking utilities, or failing to meet minimum maintenance standards. Notwithstanding the foregoing sentence, a building shall not be considered vacant if:
 - 1. There is a valid building permit for alterations or rehabilitation, excluding standard maintenance and repairs, of the structure and the owner completes the alterations or rehabilitation, within one year from the date the initial permit was issued, unless the city manager or his or her designee, in their sole discretion, determines that good cause exists to extend to the owner an additional period of time to complete the alterations or rehabilitation, of the structure; or
 - 2. The owner or leaseholder has filed an application for, and is actively seeking to obtain, authorization, permits, or a license required by state or local law permitting the lawful use and occupancy of the building.
- F. LOT means a parcel or piece of land that has been legally defined and recorded, typically for ownership, development, or building purposes. It may be vacant or contain structures or other improvements.
- G. OCCUPANCY means the act of holding, possessing, or residing on a property, whether as an owner, tenant, or someone claiming possession with the intent to acquire ownership. It also encompasses the state of a property being in use or inhabited.
- H. OWNER means the individual, group, or legal entity that holds legal title to a property. This includes both those who physically reside on the premises and those who do not. Ownership carries responsibility for the property's maintenance, compliance with local laws and codes, and, where applicable, obligations to tenants, occupants, or the local municipality.
- I. REGISTRATION means the process of officially notifying the City of Shawnee in accordance with the Vacant Structure Ordinance that a building is vacant.
- J. STRUCTURE means any building or constructed object, including but not limited to residential homes, commercial buildings, and industrial structures.

PROPERTY OWNERS' OBLIGATION TO REGISTER A VACANT STRUCTURE.

- A. Registration requirements for property owners of vacant structures:
 - 1. The Owner(s) of a Vacant Structure shall, within ninety (90) days after it has become vacant, register the structure with the city manager or his or her designee on a form provided by the city; OR
 - 2. After any building inspector of Shawnee, inspector of the State of Oklahoma, Police Chief, Fire Chief, or Code enforcement officer certifies that a structure is vacant and neglected, the City Clerk will then notify the owner of the structure by certified mail, return receipt of the vacancy determination and the Owners' responsibility to register the structure within thirty calendar days.
- B. Fees collected thus far are used to enforce the ordinance:
 - 1. The annual registration fee, in an amount established by city commission resolution, shall accompany the registration form. The registration payment deadline will serve as the date for calculating an annual renewal fee, which shall be paid every year the building remains vacant. Funds derived from said fee shall be used to offset the cost of inspection, administration, and enforcement under this chapter.
 - 2. As long as the premises continue to be designated as a Vacant Structure, the fee will continue to be assessed and will increase each calendar year.
 - 3. An Owner shall not have to pay the annual renewal fee if their structure(s) meet all codes, do not contribute to blight, are ready for occupancy, are being maintained and monitored as required by this chapter and can provide satisfactory evidence that the Vacant Structure is actively being offered for sale, lease, or rent. If the

property owner can demonstrate that they are improving the Vacant Structure, the fee may also be waived. Satisfactory evidence shall include, but is not limited to, evidence that the owner has hired a real estate agent or other rental agent who advertises and promotes the Vacant Structure for rent, lease or sale, or proof that the vacant structure is offered for rent, lease or sale on the Multiple Listing Service or any other comparable real estate listing service.

- C. Any subsequent Owner of a Vacant Structure must Register or re-register the building with the city-designated officer within thirty days of any transfer of any ownership interest in the Vacant Structure.
- D. Structures subject to this chapter shall remain under the annual registration, security and maintenance requirements of this chapter as long as the properties remain vacant. However, if the owner rents the Vacant Structure to a tenant who occupies the premises in a manner that complies with this chapter and with all other applicable provisions of state and local law prior to the Registration payment deadline, the structure shall be removed from the department's registry and the owner need not pay the registration fee.
- E. If any owner fails to register a Vacant Structure as required by this chapter, the community development director may register the Vacant Structure and impose the annual Registration fee on the owner. Notice of such Registration by the director shall be made to the structure Owner. The notice shall state the amount due for the registration fee and shall constitute enrollment in the city's Vacant Structure registration program. The notice shall further advise that the Owner must comply with all requirements of this chapter and submit all of the information required within ten days following service of such notice. The failure to submit all the necessary information following service of such notice is a violation of this chapter, shall constitute a public nuisance, and shall be subject to the penalties and procedures set forth. The city may collect any unpaid Registration fee by use of any method authorized by law.

REGISTRATION REQUIREMENTS.

- A. The required Registration shall be submitted on the form provided by the city and shall include:
 - a. The name, current mailing address, phone number, and any other contact information of the Owner, as well as the names and addresses of all known lien holders and all other parties with a legal or equitable ownership interest in the structure.
 - b. If the Owner(s) of the vacant building or property resides out of the area, as defined in this chapter, for at least six months a year, then they must provide the information for a local property manager with authority to act with respect to the property, including name, current mailing address, phone number and any other contact information of the owner's manager.
 - c. The situs addresses of the structure and the Assessor Parcel Number(s).
 - d. Square footage and occupancy rating(s) of the structure.
 - e. State the most recent legal use(s) of the structure.
 - f. The period of time the structure is expected to remain vacant, and a plan and timetable for returning the structure to appropriate occupancy or use.
 - g. Proof of fire and liability insurance coverage.
 - h. Methods by which the owner has secured the structure or property against unauthorized entry.
 - i. Provide such other information as the department may require.
 - j. Upon Registration of a Vacant Structure, the Owner shall be required to provide authorization to the City of Shawnee Police Department to arrest for trespassing under 21 O.S. 1853, any persons found on the property without the owner's consent or lawful purpose.

- B. Pursuant to the Registration requirements of this subsection, for every subsequent year a structure or property remains vacant beyond the initial Registration, the Owner of the Vacant Structure must:
- a. Re-register the structure and pay appropriate fees, and
 - b. Submit an updated plan for returning the Vacant Structure to appropriate occupancy or use.

AESTHETIC AND SECURITY REQUIREMENTS. The property Owner(s) or designated responsible person(s) shall maintain properties subject to registration under this chapter as required by this chapter and any other applicable provisions of federal, state or local law, and shall take any other action necessary to prevent giving the appearance that the property is unmaintained, including but not limited to, the following:

- A. Property shall be maintained free of weeds, dry brush, dead vegetation, trash, junk, debris, and excessive foliage growth that diminishes the value of surrounding properties and/or causes a blight.
- B. Property shall be maintained free of any building materials; any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law); discarded personal items, including but not limited to furniture, clothing, large and small appliances, and printed material.
- C. Property shall be maintained free of graffiti, tagging, or similar markings by removal or painting over with an exterior-grade paint that matches the color of the exterior of the structure.
- D. The exterior shall be cleared of any advertisements or signage of previous businesses.
- E. All doors, gates, windows, or other openings must be secured to prevent further decline of the building's appearance or condition.
- F. All roofs, windows, and doors must be of sufficient construction and condition to weatherproof the building.
- G. To the extent permitted by law, any vacant structure shall be secured, as defined in this chapter.

ADDITIONAL AUTHORITY (SIGNAGE). Any Vacant Structure or property shall be posted with the name and twenty-four-hour contact phone number of the trustee, beneficiary, owner, realtor, or a local property management company that must be retained by an out-of-area beneficiary, trustee, or owner. The posting shall be no less than eighteen inches by twenty-four inches and shall be of a font that is legible from a public right of way and shall contain, along with the name and twenty-four-hour contact number, the words "THIS PROPERTY MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL." The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible from the street or secured to the exterior of the structure or structure facing the street to the front of the property so it is visible from the street; if no such area exists, the posting shall be placed on a stake of sufficient size to support the posting in a location that is visible from the street to the front of the property but not readily accessible to vandals. Exterior postings must be constructed of and printed with weather-resistant materials.

ANNUAL INSPECTION REQUIREMENT.

- A. The city may inspect or cause to be inspected any premises in the city for the purposes of enforcing and assuring compliance with the provisions of this chapter and safeguarding the health, safety, and welfare of the general public. Upon the request of the city, an Owner shall provide access to all interior portions of any vacant commercial building or suspected Vacant Structure in order to permit a complete annual inspection.
- B. The Shawnee Fire Chief or a designated appointee is authorized to enter and inspect, or cause to be inspected, all Vacant Structures and premises for the purpose of conducting an annual fire code compliance inspection.

OWNER INSPECTION REQUIREMENTS.

- A. The owner(s) or their local property manager shall inspect the vacant structure on a monthly basis to determine if the building is in compliance with this chapter or if notification of noncompliance is reported to the Owner(s) or their local property manager. The property shall be brought back into compliance with this chapter within five (5) days of it becoming out of compliance herewith.
- B. An out-of-area owner of a Vacant Structure shall retain a local property manager, who shall inspect the structure as required by this chapter to determine whether the structure is in compliance with the requirements of this chapter. The local property manager shall maintain a current city business license for all periods of time during which the local property manager is in charge of a Vacant Structure located within the city.

DECLARATION OF PUBLIC NUISANCE. Pursuant to the city's police powers authorized in the Oklahoma Constitution, and other provisions of Oklahoma law, including, but not limited to, Oklahoma Statute 11 O.S. § 34-101, the city commission hereby declares that violation of this chapter, including but not limited to the registration, inspection, maintenance and security requirements of this chapter shall constitute a public nuisance and shall be subject to abatement. Violation of the registration, inspection, maintenance, and security requirements could constitute a public nuisance and be subject to abatement proceedings.

DESTRUCTION OF STRUCTURE. Structures vacated as a result of a fire or act of nature shall be secured with fencing & “NO TRESPASS” signs, cleared of litter and debris; and either demolish remaining parts of structure or show proof of state permits for rebuilding the partially destroyed structure.

PENALTIES – PROCEDURES.

- A. In the event that an owner fails to register a Vacant Structure or violates any provision of this chapter, the city shall conduct an initial inspection followed by a first annual inspection approximately twelve (12) months after the initial violation.
- B. Continued non-compliance may result in further enforcement actions as authorized by applicable ordinances. These actions may include, but are not limited to, the imposition of penalties, the placement of liens, or the initiation of legal proceedings.
- C. Failure to register a vacant commercial building, pay the required fee, or allowing a property to remain in a condition that meets the definition of a Vacant Structure may result in a civil penalty of up to Two-hundred Fifty dollars (\$250.00) per day.
- D. All civil penalties assessed under this section shall be billed to the property owner or other responsible party. Failure or refusal to pay these penalties authorizes the city to pursue all available legal remedies to enforce and collect the outstanding amounts.
- E. All penalties assessed shall be payable directly to the city.

SECTION 2. REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 3. CODIFICATION. This Ordinance shall be codified in the Shawnee City Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This chapter shall be in full force on November 1, 2025, following its enactment in accordance with Oklahoma law.

[Signature Page to Follow]

PASSED AND APPROVED this 16th day of June, 2025.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 16th day of June, 2025.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat for Shawnee Marketplace, Phase 3.
Case No. FPL01-25 | Applicant: Brady Ali Properties, LLC

Background: The subject property is located to the northwest of the intersection of North Kickapoo Street and West 45th Street in Section 36, Township 11 North, Range 3 East. The property is zoned C-2 (Regional Commercial) with a PUD overlay, with similar zoning to the north and northwest. To the west, east, and southeast lies C-2, with R-1 (Low Density Residential) to the south and southwest.

Findings and Facts:

- Staff has reviewed the document and finds no issue with the layout of lots or access to roadways
- Easements and Improvement plans have not been submitted for review

Options:

- Recommending Approval of Case No. FPL01-25, Final Plat for Shawnee Marketplace Phase 3 as presented.
- Recommending Approval of Case No. FPL01-25 conditional upon providing Staff with Easements and Improvement Plans before or at the time of Building Permit application submittal.
- Recommending Denial of the application for FPL01-25 as presented.
- Recommending Deferral of Case No. FPL01-25 with a request for additional and specific information to a certain date.

The Planning Commission reviewed this item at their June 4, 2025, regular meeting and recommended APPROVAL WITH CONDITIONS on a vote of 5-0. The conditions for approval were that Easements and Improvement Plans be provided to Staff before or at the time of building permit application submittal. Based on the findings and facts, staff recommends that the City Commission APPROVE WITH CONDITIONS FPL01-25 for the Final Plat of Shawnee Marketplace, Phase 3, with such conditions being that any Easements and Improvement Plans be provided to Staff before or at the time of building permit application submittal.

Financial Impact: None

Attachments: FPL01-25 PC to CC Record of Action, FPL01-25 - PC Staff Report, Shawnee

Marketplace, Phase 3 Final Plat 03-14-25

Staff Recommendation: Approval with Conditions as presented.

RECORD OF ACTION

DATE: June 9, 2025

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rian Harkins, Community Development Director

SUBJECT: Record of Action by Planning Commission

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CASE NO: FPL01-25

REQUEST: Consideration of a request for a Final Plat for Shawnee Marketplace, Phase 3

Applicant: Brady Ali Properties, LLC

Subject Property Address: 4600 N Kickapoo Street, Shawnee, OK 74804

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

Commencing at the Southeast corner of the SE/4 of said Section 36; Thence South 89°22'30" West as the basis of bearing on the South line of said SE/4 a distance of 370.00 feet to the Point of Beginning, said point being the Southwest corner of I-40 & Kickapoo Commercial Center, Section 1:

Thence continuing South 89°22'30" West on said South line a distance of 607.26 feet; Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 1148.11 feet to the South Right-of-Way line of Plaza Drive; Thence North 89°29'20" East a distance of 607.26 feet to a point on the West line of Lots Five (5) through Eight (8), Block One (1), Shawnee Marketplace; Thence South 00°30'40" East on said West line of Lots 5 through 8, Block 1, Shawnee Marketplace a distance of 642.97 feet; Thence on a curve to the Right, having a Radius of 137.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 69.67 feet, for an Arc Length of 70.44 feet to a point of reverse curve; Thence on a reverse curve to the Left, having a Radius of 232.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 117.81 feet, for an Arc Length of 119.10 feet; Thence South 00°30'40" East a distance of 289.65 feet and parallel to the West line of I-40 & Kickapoo Commercial Center, Section 1; Thence North 89°23'28" East a distance of 47.50 feet; Thence South 00°30'40" East a distance of 33.00 feet to the Point of Beginning.

Current Zoning: C-2 (Regional Commercial) with a PUD Overlay **Requested Zoning:** Same

Staff Recommendation: Approval with the condition that Easements and Improvement Plans be provided to Staff before or at the time of Building Permit application submittal.

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Planning Commission Meeting Date: June 4, 2025

PC Recommendation: Approval with the condition that Easements and Improvement Plans be provided to Staff before or at the time of Building Permit application submittal.

Conditions: Easements and Improvement Plans be provided to Staff before or at the time of Building
Permit application submittal.

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER		X	X			
PORTER	X		X			
JOHNSON			X			
REESE						
BARRETT(CHAIR)			X			
HAYES						
HEMBREE			X			



Planning Commission Meeting – 6.4.2025 – City of Shawnee, Oklahoma

Staff Report | FPL01-25 | Shawnee Marketplace Phase 3

Date: May 27, 2025

To: Shawnee Planning Commission

From: Diana Hood, City Planner

Subject: Consideration of a request for a Final Plat for Shawnee Marketplace Phase 3
Case No. FPL01-25 | Applicant: Brady Ali Properties, LLC

Background

The subject property is located to the northwest of the intersection of North Kickapoo Street and West 45th Street in Section 36, Township 11 North, Range 3 East. The property is zoned C-2 (Regional Commercial) with a PUD overlay, with similar zoning to the north and northwest. To the west, east, and southeast lies C-2, with R-1 (Low Density Residential) to the south and southwest.

Discussion

Findings and Facts:

- Staff has reviewed the document and finds no issue with the layout of lots or access to roadways
- Easements and Improvement plans have not been submitted for review

Options:

- Recommending Approval of Case No. FPL01-25, Final Plat for Shawnee Marketplace Phase 3 as presented.
- Recommending Approval of Case No. FPL01-25 with certain conditions or restrictions.
- Recommending Denial of the application for FPL01-25 as presented.
- Recommending Deferral of Case No. FPL01-25 with a request for additional and specific information to a certain date.

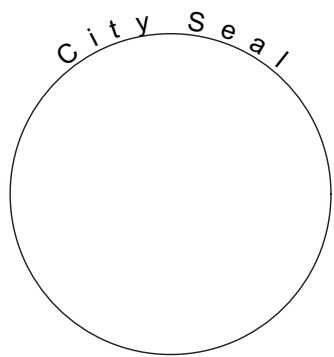
Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL WITH CONDITIONS** of **FPL01-25** for the Final Plat of Shawnee Marketplace Phase 3. Staff recommends that approval be conditional upon the Easements and Improvement plans be provided at or before the building permit application.

This application will be heard at the City Commission meeting on Monday, June 16, at 6:00 pm.

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

Planning Commission

I, _____, Chairperson of the Planning Commission of the City of Shawnee, Oklahoma, do hereby certify that the said Planning Commission approved the Final Plat of **Shawnee Marketplace, Phase 3**, an Addition to the City of Shawnee, Oklahoma, this _____ day of _____, 2025.

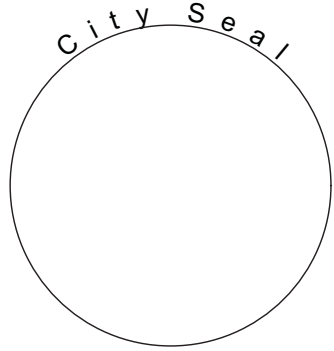


Chairperson

Acceptance of Dedication

Be it resolved by the City Council of the City of Shawnee, Oklahoma, that the dedications shown on the Final Plat of **Shawnee Marketplace, Phase 3**, an Addition to the City of Shawnee, Oklahoma, are hereby accepted.

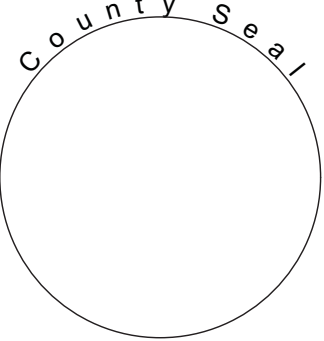
Signed by the Mayor of the City of Shawnee, Oklahoma this _____ day of _____, 2025.



Mayor

Certificate of City Clerk

I, _____, City Clerk of the City of Shawnee, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments of unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on this Final Plat of **Shawnee Marketplace, Phase 3**

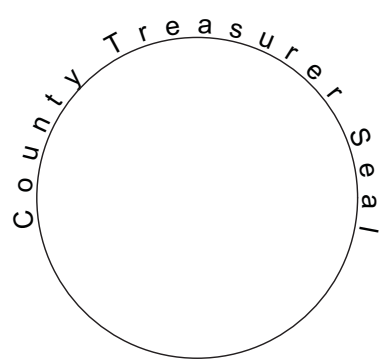


Signed by the City Clerk of the City of Shawnee, Oklahoma this _____ day of _____, 2025.

City Clerk

County Treasurer's Certificate

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year _____ and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of County Treasurer guaranteeing payment of the current years taxes. In witness where, said County Treasurer has caused this instrument to be executed on this _____ day of _____, 2025.

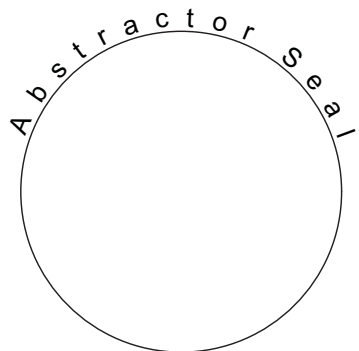


COUNTY TREASURER

Bonded Abstractor's Certificate

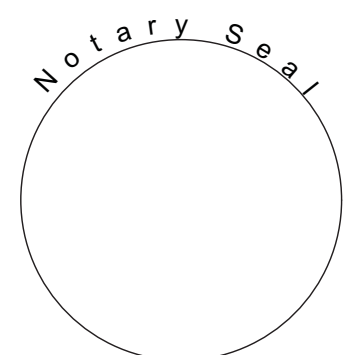
The undersigned, a duly qualified and lawfully Bonded Abstractor of titles in and for the County of Pottawatomie, State of Oklahoma, hereby certifies that the records for said County show that the land shown on the annexed plat is vested in **Brady Ali Properties, L.L.C.**, and that on the _____ day of _____, 2025, there are no actions pending or judgments of any nature against said land or the owner thereof: that the taxes are paid for the year _____ and prior years: that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any persons; that there are no liens, mortgages, or encumbrances of any kind against the land included in the annexed plat except _____.

Attest: _____ President: _____



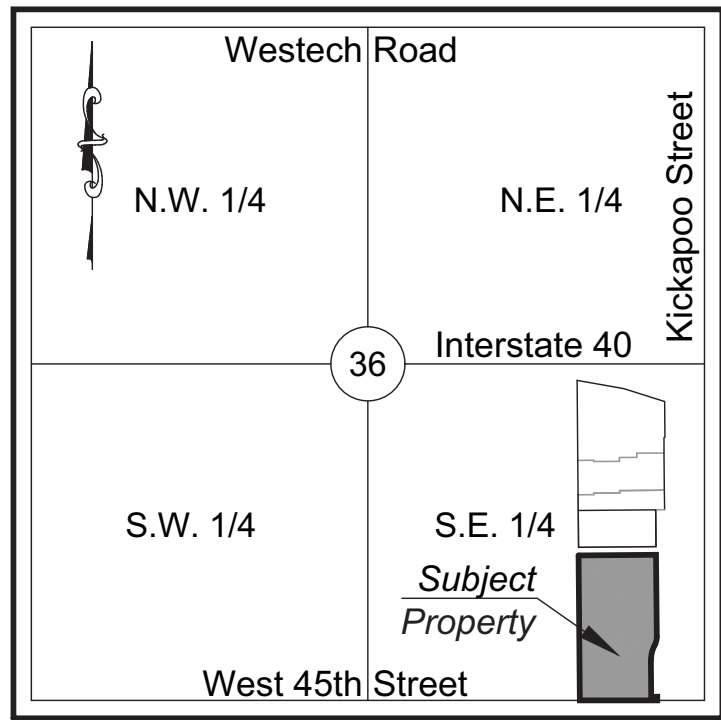
STATE OF OKLAHOMA, COUNTY OF _____, §

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2025, personally appeared _____ to me known to be the identical Person who executed the same as his free and voluntary act and deed for the purposes set forth.



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

My Commission Expires _____ Notary Public _____



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

Legal Description

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

Commencing at the Southeast corner of the SE/4 of said Section 36; Thence South 89°22'30" West as the basis of bearing on the South line of said SE/4 a distance of 370.00 feet to the Point of Beginning, said point being the Southwest corner of I-40 & Kickapoo Commercial Center, Section 1:

Thence continuing South 89°22'30" West on said South line a distance of 607.26 feet; Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 1148.11 feet to the South Right-of-Way line of Plaza Drive; Thence North 89°29'20" East a distance of 607.26 feet to a point on the West line of Lots Five (5) through Eight (8), Block One (1), Shawnee Marketplace; Thence South 00°30'40" East on said West line of Lots 5 through 8, Block 1, Shawnee Marketplace a distance of 642.97 feet; Thence on a curve to the Right, having a Radius of 137.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 69.67 feet, for an Arc Length of 70.44 feet to a point of reverse curve; Thence on a reverse curve to the Left, having a Radius of 232.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 117.81 feet, for an Arc Length of 119.10 feet; Thence South 00°30'40" East a distance of 289.65 feet and parallel to the West line of I-40 & Kickapoo Commercial Center, Section 1; Thence North 89°23'28" East a distance of 47.50 feet; Thence South 00°30'40" East a distance of 33.00 feet to the Point of Beginning.

Notes

- This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.
- Utility Easements, Private Drainage Easements and Common Areas are to be maintained by the property owners association. No Structures, storage or material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within the common areas and / or drainage easements.

Owner's Certificate and Dedication

KNOWN ALL MEN BY THESE PRESENTS:

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

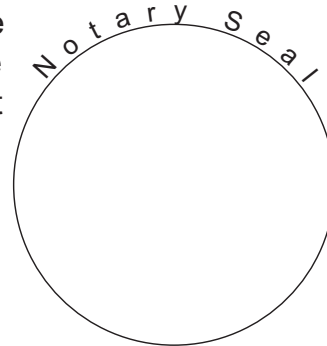
In witness whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2025. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

Brady Ali Properties, L.L.C.

Manager

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

Before me, the undersigned a notary public, in and for said County and State, on this _____ day of _____, 2025, personally appeared _____, Manager of **Brady Ali Properties, L.L.C.**, to me known to be the identical person who executed the within and foregoing instrument on behalf of said company, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said company, for the purposes herein set forth.

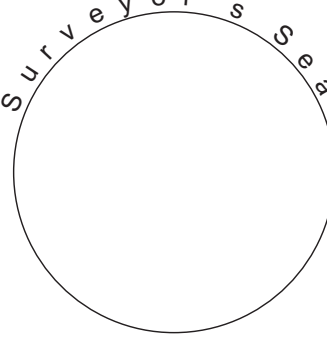


My Commission Expires _____ Notary Public _____

Land Surveyor's Certificate

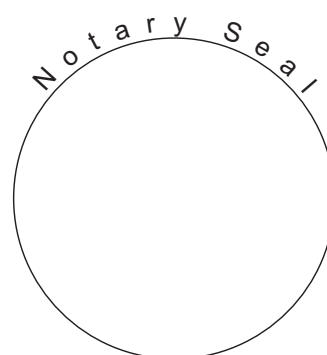
I, Curtis Lee Hale, do hereby certify that I am a Licensed Land Surveyor, and that the annexed plat correctly represents a careful survey made under my direction, and that the monuments shown hereon actually exist and their positions are correctly shown.

Curtis Lee Hale, L.S. # 1084



STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, §

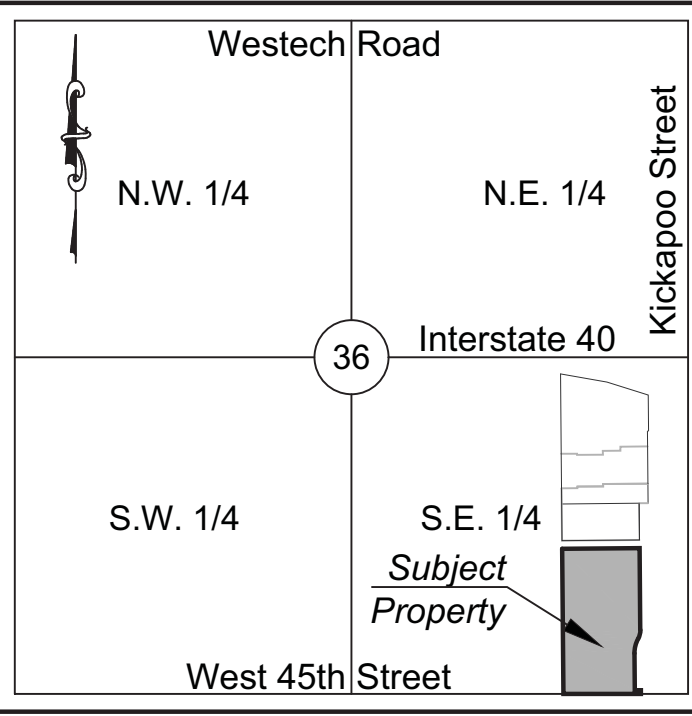
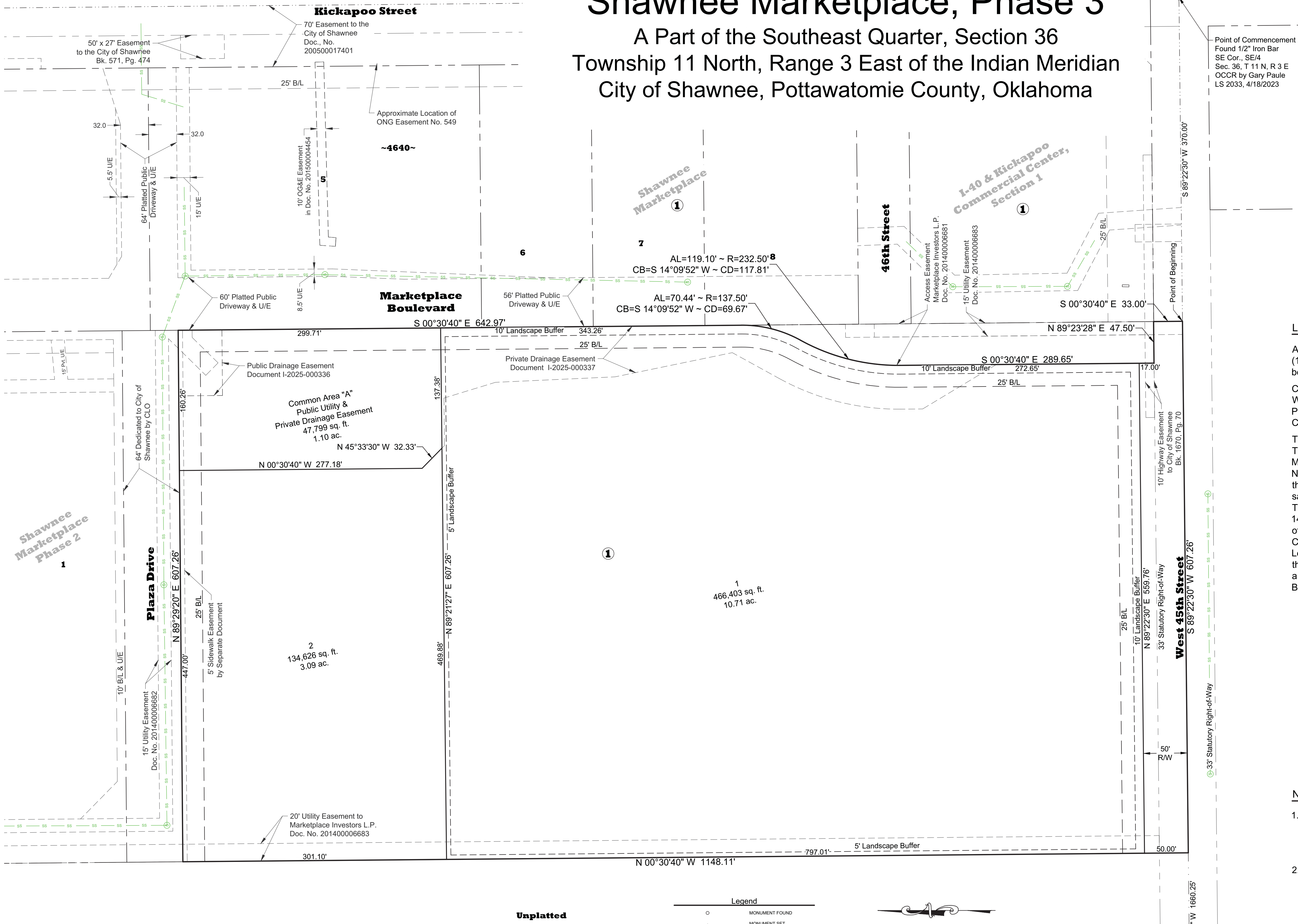
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Curtis Lee Hale, to me know to be the identical person who executed the above instrument and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal the _____ day of _____, 2025.



My Commission Expires _____ Notary Public _____



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



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

Legal Description

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

Commencing at the Southeast corner of the SE/4 of said Section 36; Thence South 89°22'30" West as the basis of bearing on the South line of said SE/4 a distance of 370.00 feet to the Point of Beginning, said point being the Southwest corner of I-40 & Kickapoo Commercial Center, Section 1:

Thence continuing South 89°22'30" West on said South line a distance of 607.26 feet; Thence North 00°30'40" West and parallel to the West line of Block One (1), Shawnee Marketplace a distance of 1148.11 feet to the South Right-of-Way line of Plaza Drive; Thence North 89°29'20" East a distance of 607.26 feet to a point on the West line of Lots Five (5) through Eight (8), Block One (1), Shawnee Marketplace; Thence South 00°30'40" East on said West line of Lots 5 through 8, Block 1, Shawnee Marketplace a distance of 642.97 feet; Thence on a curve to the Right, having a Radius of 137.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 69.67 feet, for an Arc Length of 70.44 feet to a point of reverse curve; Thence on a reverse curve to the Left, having a Radius of 232.50 feet, a Chord Bearing of South 14°09'52" West, and a Chord Distance of 117.81 feet, for an Arc Length of 119.10 feet; Thence South 00°30'40" East a distance of 289.65 feet and parallel to the West line of I-40 & Kickapoo Commercial Center, Section 1; Thence North 89°23'28" East a distance of 47.50 feet; Thence South 00°30'40" East a distance of 33.00 feet to the Point of Beginning.

Notes

1. This Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors; and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.
2. Utility Easements, Private Drainage Easements and Common Areas are to be maintained by the property owners association. No Structures, storage or material, grading, fill or other obstructions, including fences, either temporary or permanent, shall be placed within the common areas and / or drainage easements.

Shawnee Marketplace Phase 3
Land Surveying and Planning
1601 S.W. 89th Street, Building C, Suite 200
Oklahoma City, Oklahoma 73159
Tel.: (405) 686-0174 - Fax: (405) 681-4881
C. A.: 819 - Exp.: June 30, 2025
www.halesurvey.com
Proj. No. 5826.3



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing regarding a request to rezone from R-1 (Low Density Residential District) to R-2 (Medium Density Residential District) for property located at 1402 East 45th. Case RZ02-25 | Applicant: Salazar Homes, Inc./Allen Engineering Services, Inc.

Background:

The subject property is located at 1402 E 45th Street and is currently zoned R-1 (Low Density Residential). The request by the applicant is to rezone the property to R-2 (Medium Density Residential). The subject property is on the northeast corner of East 45th Street and Sydney Drive.

The subject property is zoned R-1 (Low Density Residential District) with similar zoning to the north. The parcels to the east and west are zoned TA (Transitional Agriculture). C-1 (Local Commercial) is located to the south across East 45th Street. There is no R-2 zoning in the vicinity. The applicant is currently looking to place six fourplex style dwellings on the property, with the primary road access being Sydney Drive. Fourplexes are allowed in the current R-1 zoning district with a Conditional Use Permit, and are allowed by right in the requested R-2 district.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Medium Density Residential land use designation. This land use designation features a density of up to 12 dwelling units per acre. The Comprehensive Plan also notes that this land use designation can include a mix of lower density housing types, civic uses, and limited higher intensity uses along with connections to neighborhood commercial services. R-2 is an appropriate zoning district for this land use designation. The request would be conforming with the 2040 Comprehensive Plan. However, the requested R-2 (Medium Density Residential) Zoning District has no similar zoning in the area, and may be viewed as a case of spot-zoning. An alternative course of action would be to keep the current zoning and request a Conditional Use Permit to allow the use.

The property's location along East 45th Street subjects it to the density of use accompanied by the increased demand for Commercial uses along the Street's corridor. Furthermore, the anticipated future widening of 45th Street and the existing Commercial zoning in the vicinity may justify a rezoning to R-2 to both match the intensity of nearby uses and provide a transitional barrier for the existing residential subdivision to the north.

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 adjacent to TA, R-1, and C-1 zoning.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Approval would create R-2 zoning with no other similar zoning nearby.
- There is an alternative course of action to allow the desired use.
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ02-25 to rezone from R-1 (Low Density Residential) to R-2 (Medium Density Residential) as requested by the applicant.
- Recommending Denial of the application for RZ02-25 to rezone the subject property.
- Recommending Deferral Case No. RZ02-25 with a request for additional and specific information to a certain date.
- Recommending Approval of a Conditional Use Permit for the proposed development with the following conditions: submit a traffic impact study for the project, a Landscape plan and a Drainage Plan must be submitted at or before Building Permits are requested.

The Planning Commission reviewed this item at their June 4, 2025, regular meeting and recommended APPROVAL of a CONDITIONAL USE PERMIT WITH CONDITIONS. The conditions from the Planning Commission are: the completion and submittal of a Drainage Study, a Landscape Plan, and a Traffic Impact Study.

Financial Impact: None

Attachments: RZ02-25 PC to CC Record of Action, RZ02-25 - PC Report - 1402 E 45th Street, PC APPLICATION - R-2 Zoning Salazar Homes 4-Plex 05-01-25, 6645-2 Design2 Site Plan 01-10-25, Salazar Four-plex

Staff Recommendation: Staff recommends following the Planning Commission's recommendation for Approval of a Conditional Use Permit with the following Conditions: completion of a Drainage study, a Landscape plan, and a Traffic Study.

RECORD OF ACTION

DATE: June 9, 2025

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: RZ02-25

REQUEST: Consideration of a request to rezone from R-1 (Low Density Residential) to R-2 (Medium Density Residential)

Applicant: Salazar Homes Inc./Allen Engineering Services, Inc.

Subject Property Address: 1402 E 45th Street

Legal Description: A tract of land described as beginning 400.00 feet S89°28'29"W of the Southeast corner of the Southwest Quarter (SE/C SW/4) of Section Thirty-two (32), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence N00°34'34"E a distance of 625.40 feet; thence S89°28'29"W a distance of 132.89 feet; thence S00°05'29"E a distance of 625.30 feet to the South line of said SW/4; thence N89°28'29"E along said South line a distance of 125.00 feet to the point of beginning.

Current Zoning: R-1 (Low Density Residential) **Requested Zoning:** R-2 (Medium Density Residential)

Staff Recommendation: Approval

=====

Planning Commission Meeting Date: June 4, 2025

PC Recommendation: Approval of a Conditional Use Permit to construct Fourplexes on the property with conditions.

Conditions: A Drainage Plan, Traffic Study, and Landscape Plan are all conducted and provided to staff

Vote: 4 -- 1 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER		X	X			
JOHNSON	X		X			
REESE						
BARRETT(CHAIR)				X		
HAYES						
HEMBREE			X			



Planning Commission Meeting – 6.4.2025 – City of Shawnee, Oklahoma

Staff Report | RZ02-25 | R-1 to R-2 | 1402 E 45th Street

Date: May 27, 2025

To: Shawnee Planning Commission

From: Diana Hood, City Planner

Subject: Public hearing and consideration of a request to rezone from R-1 (Low Density Residential District) to R-2 (Medium Density Residential District).
Case No. RZ02-25 | Applicant: Salazar Homes Inc./Allen Engineering Services, Inc.

Background

The subject property is located at 1402 E 45th Street and is currently zoned R-1 (Low Density Residential). The request by the applicant is to rezone the property to R-2 (Medium Density Residential). The subject property is on the northeast corner of East 45th Street and Sydney Drive.

Discussion

The subject property is zoned R-1 (Low Density Residential District) with similar zoning to the north. The parcels to the east and west are zoned TA (Transitional Agriculture). C-1 (Local Commercial) is located to the south across East 45th Street. There is no R-2 zoning in the vicinity. The applicant is currently looking to place six fourplex style dwellings on the property, with the primary road access being Sydney Drive. Fourplexes are allowed in the current R-1 zoning district with a Conditional Use Permit, and are allowed by right in the requested R-2 district.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has a Medium Density Residential land use designation. This land use designation features a density of up to 12 dwelling units per acre. The Comprehensive Plan also notes that this land use designation can include a mix of lower density housing types, civic uses, and limited higher intensity uses along with connections to neighborhood commercial services. R-2 is an appropriate zoning district for this land use designation. The request would be conforming with the 2040 Comprehensive Plan. However, the requested R-2 (Medium Density Residential) Zoning District has no similar zoning in the area, and may be viewed as a case of spot-zoning. An alternative course of action would be to keep the current zoning and request a Conditional Use Permit to allow the use.

The property's location along East 45th Street subjects it to the density of use accompanied by the increased demand for Commercial uses along the Street's corridor. Furthermore, the anticipated future widening of 45th Street and the existing Commercial zoning in the vicinity may justify a rezoning to R-2 to both match the intensity of nearby uses and provide a transitional barrier for the existing residential subdivision to the north.

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 adjacent to TA, R-1, and C-1 zoning.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- Approval would create R-2 zoning with no other similar zoning nearby.
- There is an alternative course of action to allow the desired use.
- Notification for a public hearing was served.

Options:

- Recommending Approval of Case No. RZ02-25 to rezone from R-1 (Low Density Residential) to R-2 (Medium Density Residential) as requested by the applicant.
- Recommending Denial of the application for RZ02-25 to rezone the subject property.
- Recommending Deferral Case No. RZ02-25 with a request for additional and specific information to a certain date.
- Recommending Approval of a Conditional Use Permit for the proposed development with the following conditions: a Landscape plan and a Drainage Plan must be submitted at or before Building Permits are requested.

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ02-25** to rezone the subject property from R-1 (Low Density Residential) to R-2 (Medium Density Residential).

This rezoning application will be heard at the City Commission meeting on Monday, June 16, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
Fax (405) 878-1587 www.ShawneeOK.org

For Office Use Only

Case Number: _____

Project Number: _____

Date Filed: _____

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 R-1, Low Density Res. District to R-2, Medium Density Res. District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): Northeast corner of E. 45th Street & Sydney Drive.

LEGAL DESCRIPTION: See attached Warranty Deed.

PROPERTY OWNER (S): Salazar Homes, Inc.

PROPERTY AGENT (APPLICANT): Charles Allen c/o Allen Engineering Services, Inc.

APPLICANT'S ADDRESS: 1601 SW 89th Street, Suite C-200

CITY: Oklahoma City **STATE:** Oklahoma **ZIP:** 73159

EMAIL ADDRESS: callen@aeswins.com

TELEPHONE NUMBER: (405) 840-9901 **CONTACT NUMBER:** (405) 760-0292

DIMENSIONS OF PROPERTY: **AREA:** 1.86 Acres **WIDTH:** 129.75' (E-W)

LENGTH: 625.35' (N-S) **FRONTAGE:** 625.30' Along Sydney Drive

CURRENT ZONING: R-1, Low Density Residential **CURRENT USE:** Vacant Land

PROPOSED ZONING: R-2, Medium Density Res. **PROPOSED USE:** Six Four-plex Apartments

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.**

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 350.00

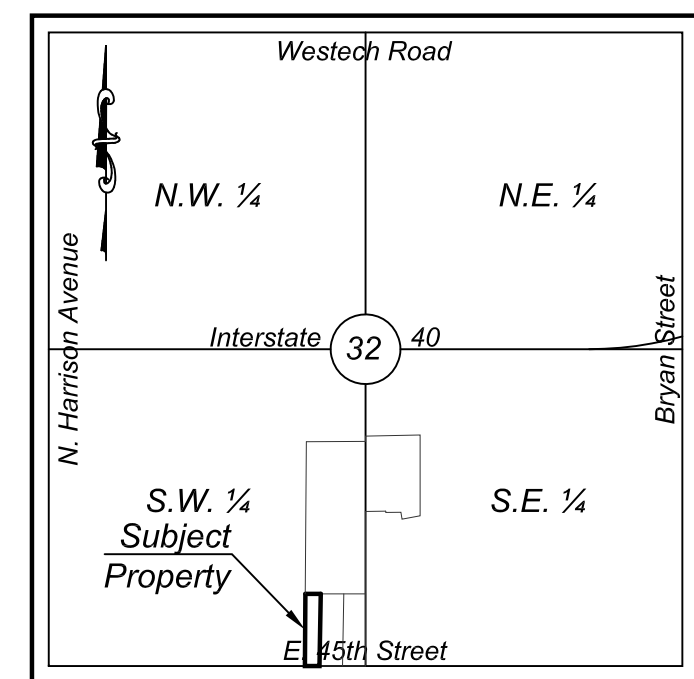
PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

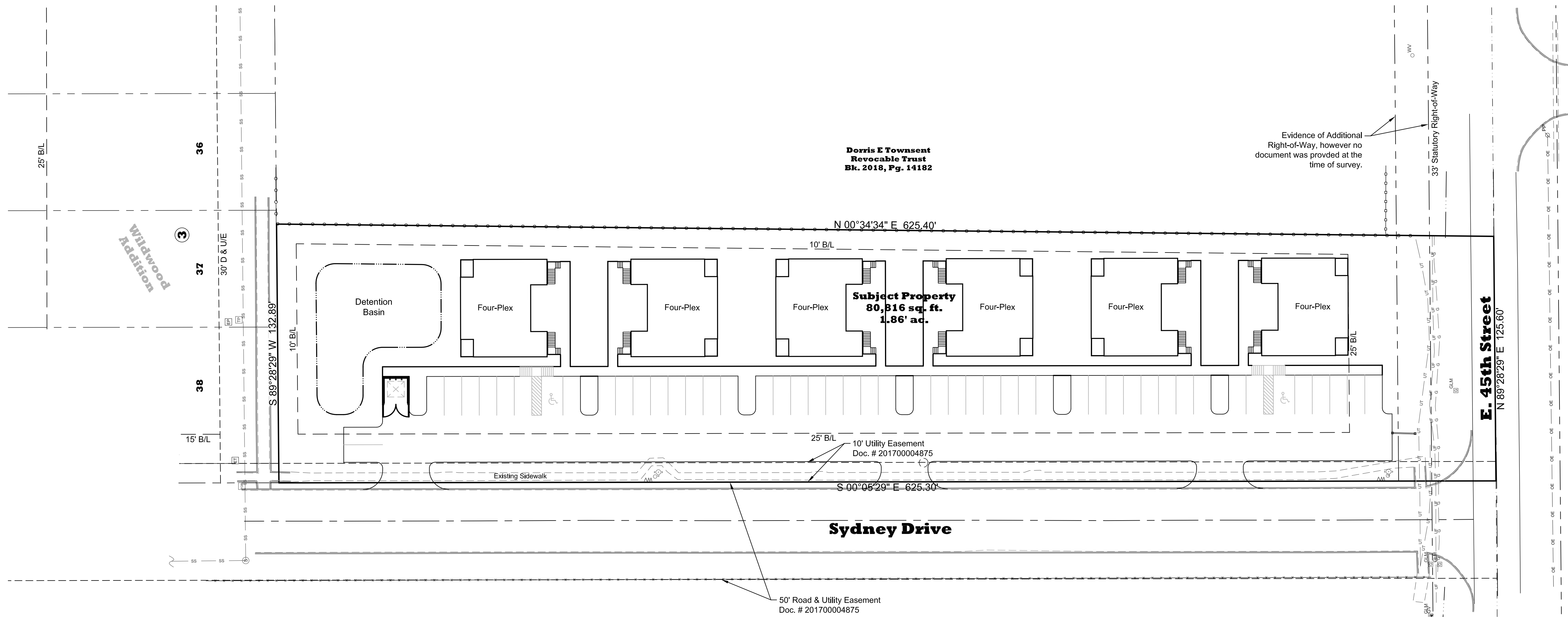
PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____



Vicinity Map
Section 32, Township 11N, Range 4E
Not To Scale



Legend	
	SUBJECT PROPERTY
	PROPERTY LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	SECTION LINE
	OVERHEAD ELECTRIC LINES
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND FIBER OPTIC LINE
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	STOCKADE FENCE
	FOUND MONUMENT
	SET MONUMENT
	POWER POLE
	TELEPHONE PEDESTAL
	WATER VALVE

Benchmark

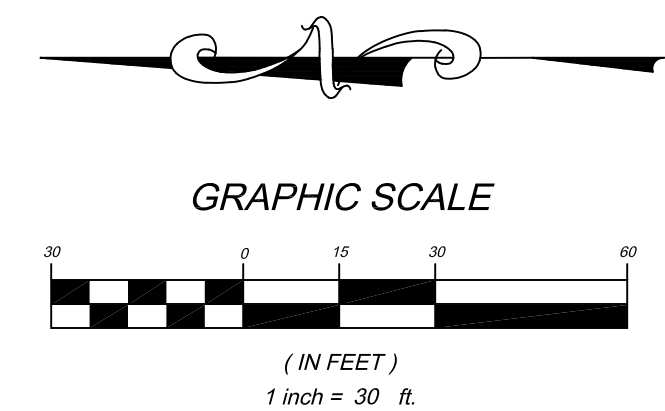
Control Point # 100
Found 3/8" Iron Bar Crafton Tull Control Cap located
approximately 10.3' North and 16' West of the monument set
at 50' from the Southeast property corner.

BM #363
Cut "X" on the corner of 6' x 6' box approximately 240.4' West
and 26.7' South of the Southwest property corner.
Elev.=1010.35

BM #369
Cut "X" on the Southwest South curb return at the property
entrance on the South side of East 45th Street located
approximately 41.4' South and 62.8' East of the Southeast
property corner.
Elev.=1019.15

Legal Description

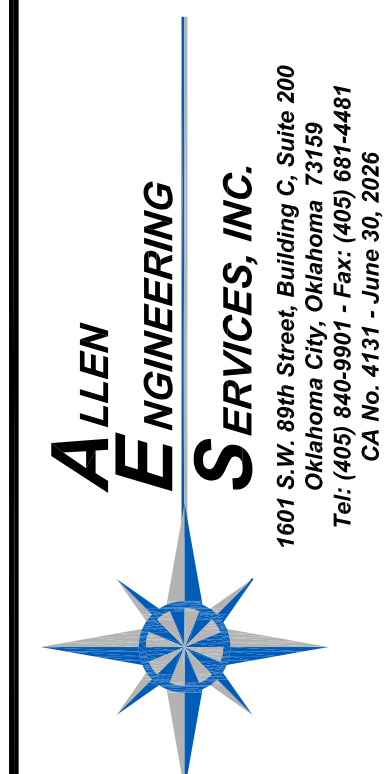
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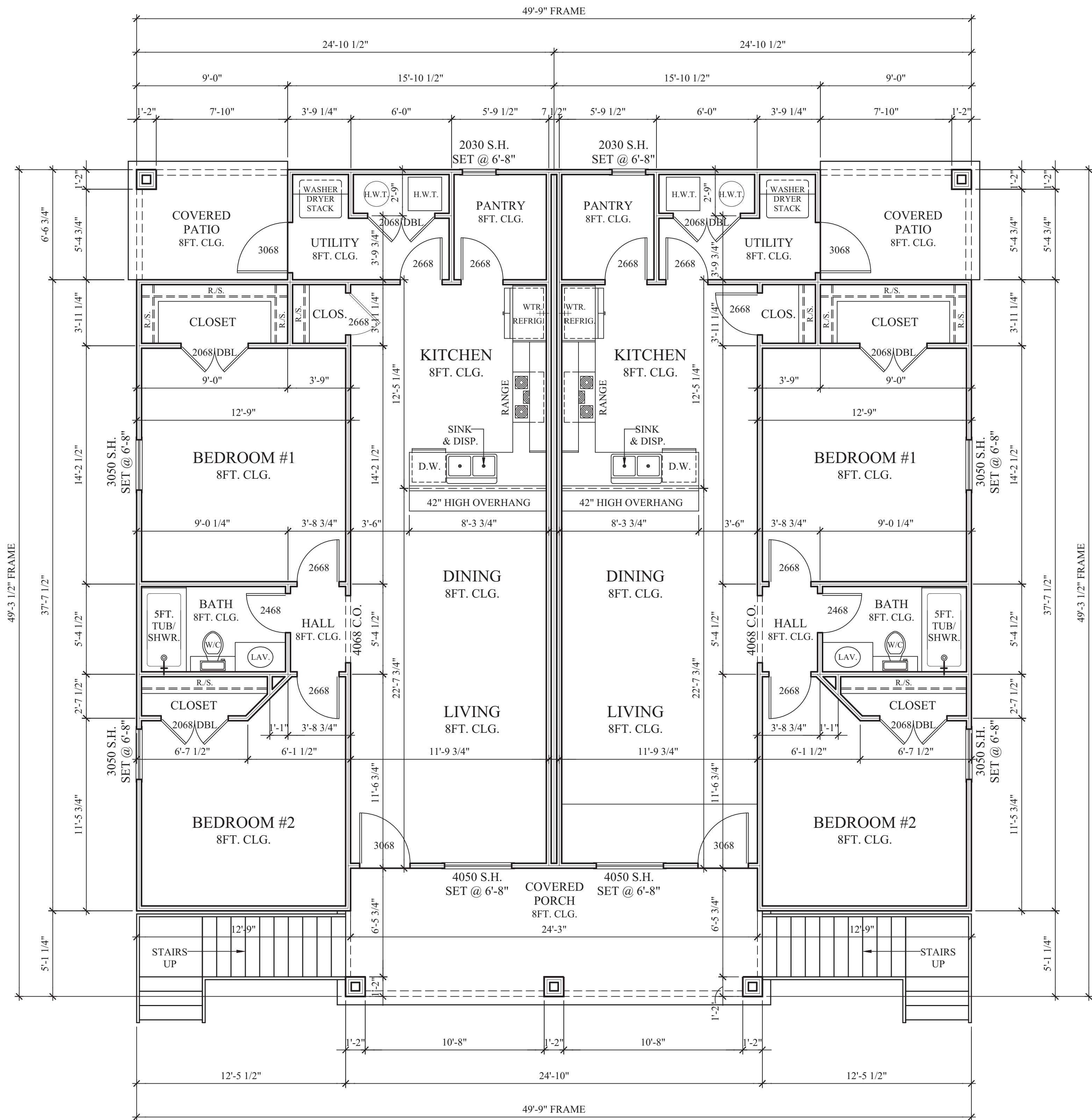
THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE, THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENTS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

[illegible]

Salazar Commercial Properties
209 E. Main Street
Yukon, Oklahoma 73099



PROJECT NAME	
Part of the Southwest Quarter Section 32, Township 11 North Range 4 East of the Indian Meridian Shawnee, Oklahoma Site Plan	
PROJECT NO.	6645.2
FILE	6645-2-Design
DATE	07-29-2024
DRAWN BY	JMS
CHECKED BY	CWA
FIELD CREW	H&A
SHEET	
1	
OF 1	



BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
BLDC-2024-03800 ~ Building F
BLDC-2024-03801 ~ Building G
SWL-2024-00378 ~ OKR1035541

ENERGY VALUES										
WALLS	CEILING	FLOOR	WINDOWS				FRONT DOORS		REAR DOORS	
R-VALUE	R-VALUE	R-VALUE	U-FACTOR	SHGC	VT	CR	U-FACTOR	SHGC	U-FACTOR	SHGC
13	30	19	0.28	0.31	0.57	62	0.20	0.7	0.13	0.0

TOTAL UNIT FOOTAGE	
TOTAL FRAME	3976
COVERED PATIOS	236
COVERED PORCHES	386
SINGLE UNIT FOOTAGE	
LOWER FRAME	994
UPPER FRAME	994
COVERED PATIOS	59
COVERED PORCHES	193

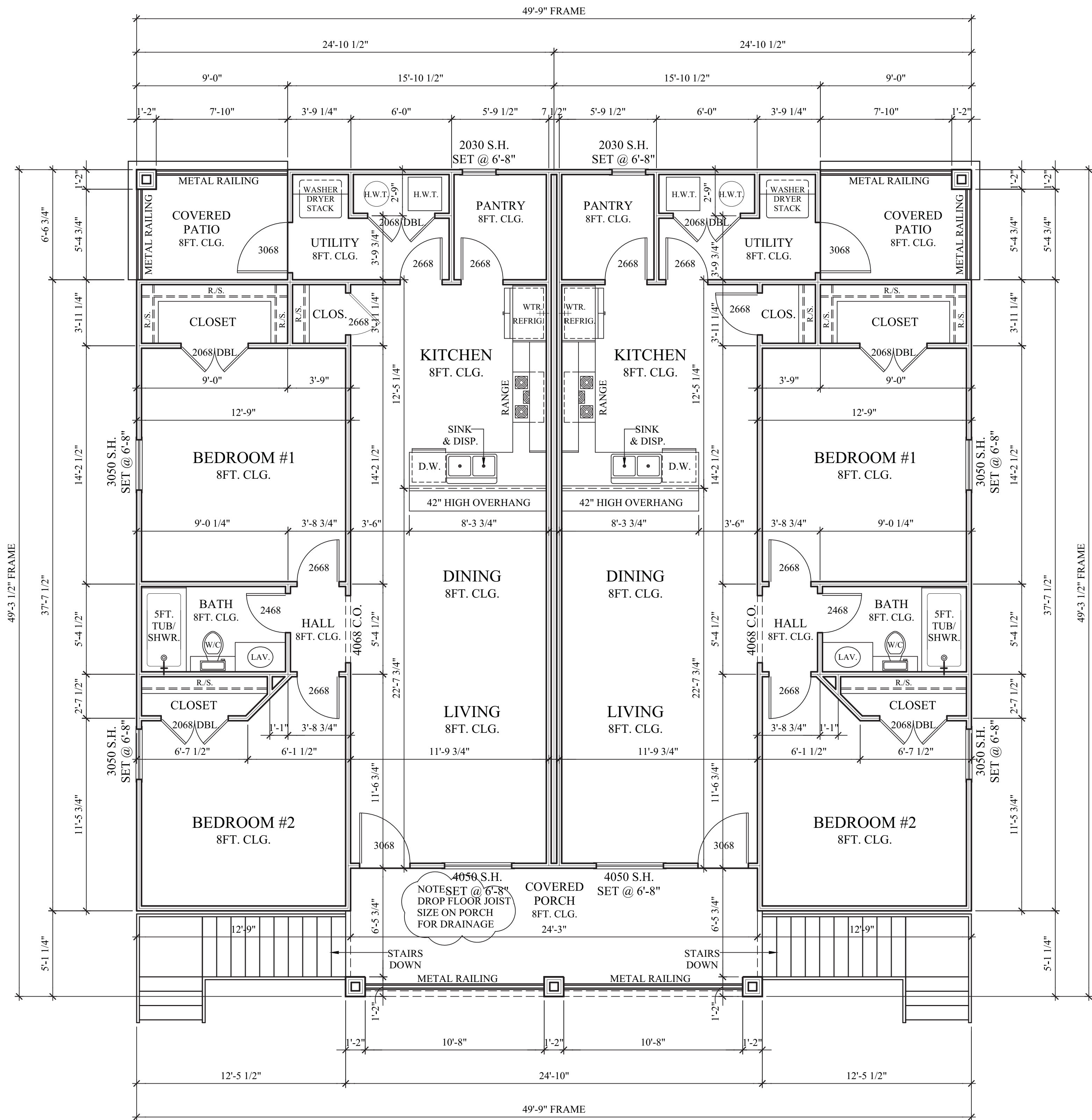
NOTICE TO PROSPECTIVE BUYERS
FLOOR PLANS AND ELEVATIONS ARE FOR TYPICAL CONSTRUCTION PURPOSES ONLY AND MAY VARY IN SQUARE FOOTAGE AND EXTERIOR LOOKS EACH TIME THE HOME IS BUILT. PLANS ARE GENERAL GUIDES FOR CONSTRUCTION AND SERVE AS AN AID TO THE BUILDER AND WORKERS.
ITEMS ON PLANS AND ELEVATIONS SUCH AS DOORS AND WINDOWS MAY BE DIFFERENT FROM THE ACTUAL STRUCTURE BEING BUILT. PROSPECTIVE OWNERS SHOULD CONFIRM WITH GENERAL CONTRACTOR OF ANY CHANGES THAT ARE MADE AFTER PERMITS ARE ISSUED FOR THIS PROJECT.
USE DIMENSIONS DO NOT SCALE



*****NOTICE*****
BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T T D) LOGO SHOWN ABOVE IS BLUE.

Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

LOWER LEVEL
SCALE: 1/4"=1'-0"



BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
BLDC-2024-03800 ~ Building F
BLDC-2024-03801 ~ Building G
SWL-2024-00378 ~ OKR1035541

ENERGY VALUES										
WALLS	CEILING	FLOOR	WINDOWS				FRONT DOORS		REAR DOORS	
R-VALUE	R-VALUE	R-VALUE	U-FACTOR	SHGC	VT	CR	U-FACTOR	SHGC	U-FACTOR	SHGC
13	30	19	0.28	0.31	0.57	62	0.20	0.7	0.13	0.0

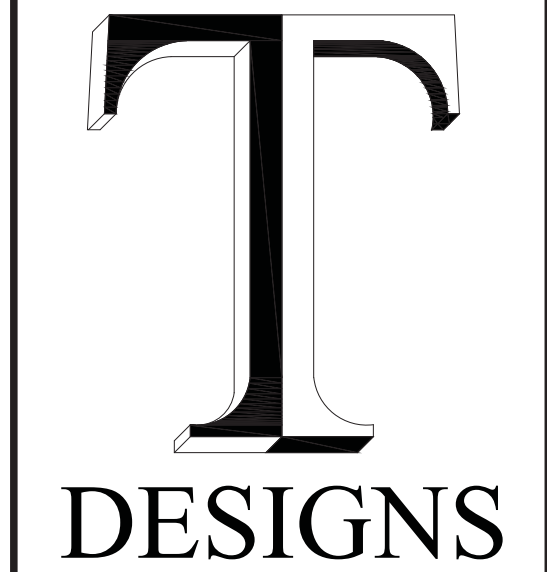
TOTAL UNIT FOOTAGE	
TOTAL FRAME	
3976	
COVERED PATIOS	COVERED PORCHES
236	386
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USE DIMENSIONS DO NOT SCALE

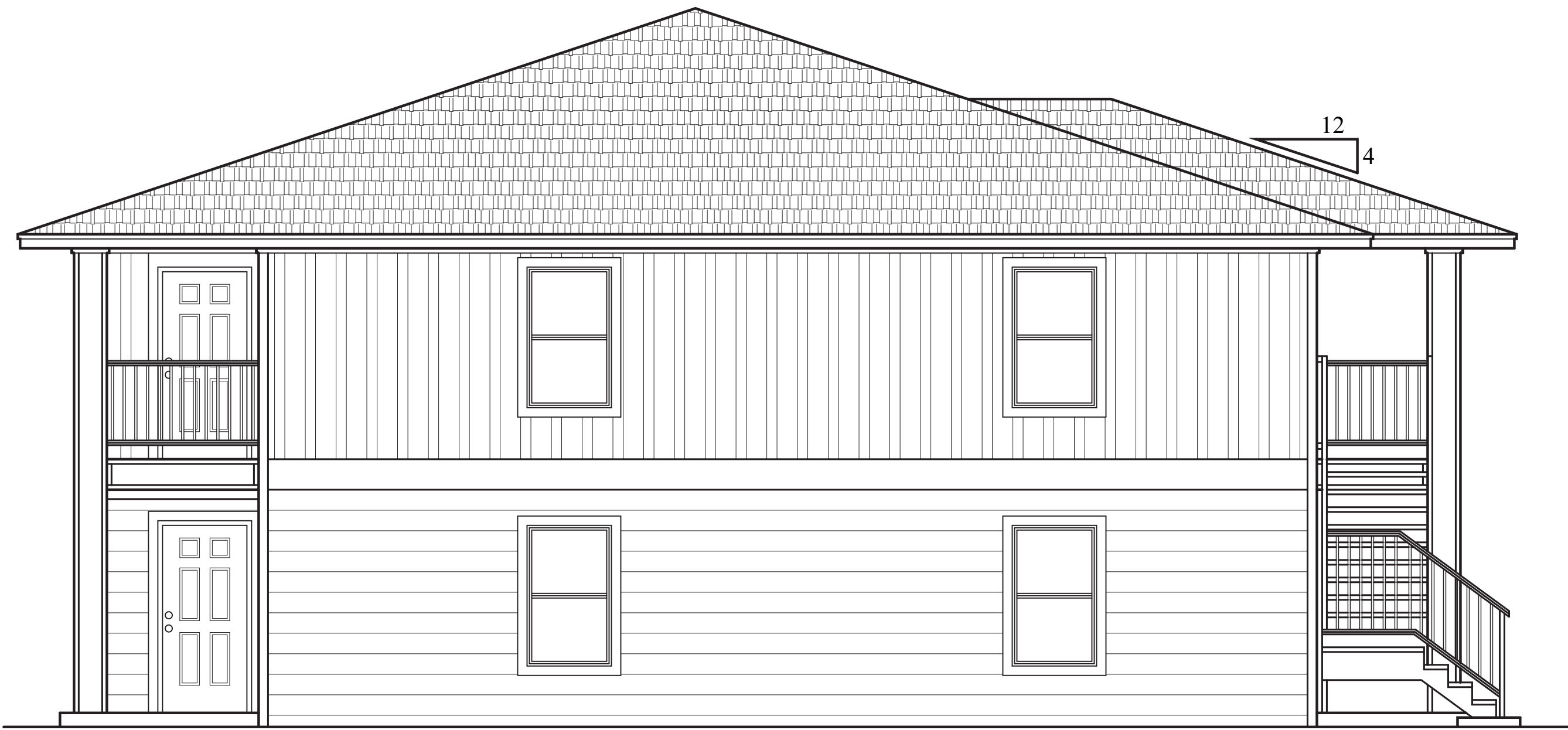


*****NOTICE*****

BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T T D) LOGO SHOWN ABOVE IS BLUE.

Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

UPPER LEVEL
SCALE: 1/4"=1'-0"



LEFT SIDE



FRONT VIEW

BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
BLDC-2024-03800 ~ Building F
BLDC-2024-03801 ~ Building G
SWL-2024-00378 ~ OKR1035541

TOTAL UNIT FOOTAGE	
TOTAL FRAME 3976	
COVERED PATIOS 236	COVERED PORCHES 386
SINGLE UNIT FOOTAGE	
LOWER FRAME 994	UPPER FRAME 994
COVERED PATIOS 59	COVERED PORCHES 193

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USE DIMENSIONS DO NOT SCALE



*****NOTICE*****

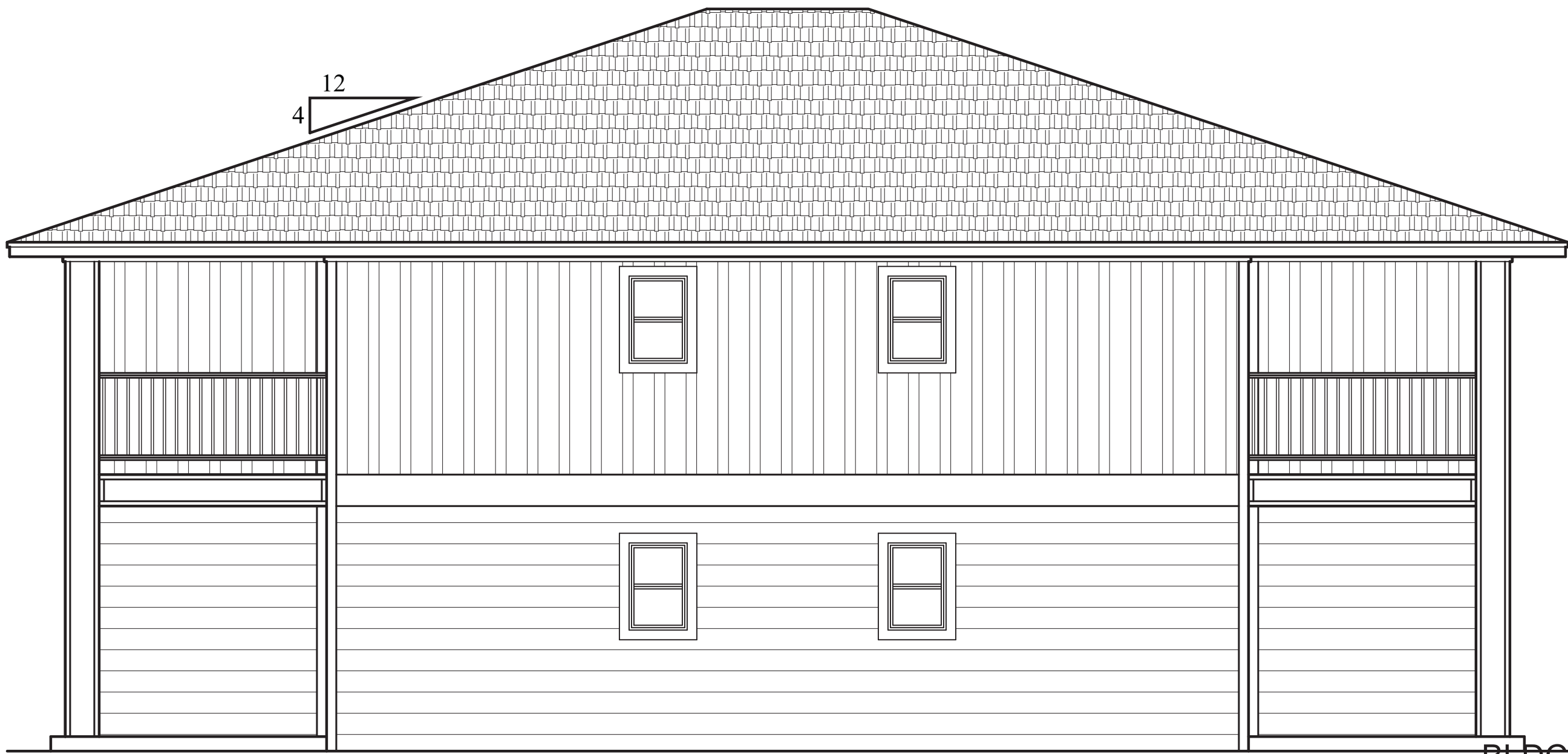
BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T T D) LOGO SHOWN ABOVE IS BLUE.

Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

ELEVATIONS
SCALE: 1/4"=1'-0"



RIGHT SIDE



REAR VIEW

BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
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SWL-2024-00378 ~ OKR1035541

TOTAL UNIT FOOTAGE	
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COVERED PATIOS 59	COVERED PORCHES 193

NOTICE TO PROSPECTIVE BUYERS

FLOOR PLANS AND ELEVATIONS ARE FOR TYPICAL CONSTRUCTION PURPOSES ONLY AND MAY VARY IN SQUARE FOOTAGE AND EXTERIOR LOOKS EACH TIME THE HOME IS BUILT. PLANS ARE GENERAL GUIDES FOR CONSTRUCTION AND SERVE AS AN AID TO THE BUILDER AND WORKERS.

ITEMS ON PLANS AND ELEVATIONS-SUCH AS DOORS AND WINDOWS-MAY BE DIFFERENT FROM THE ACTUAL STRUCTURE BEING BUILT. PROSPECTIVE OWNERS SHOULD CONFIRM WITH GENERAL CONTRACTOR OF ANY CHANGES THAT ARE MADE AFTER PERMITS ARE ISSUED FOR THIS PROJECT.

USE DIMENSIONS DO NOT SCALE

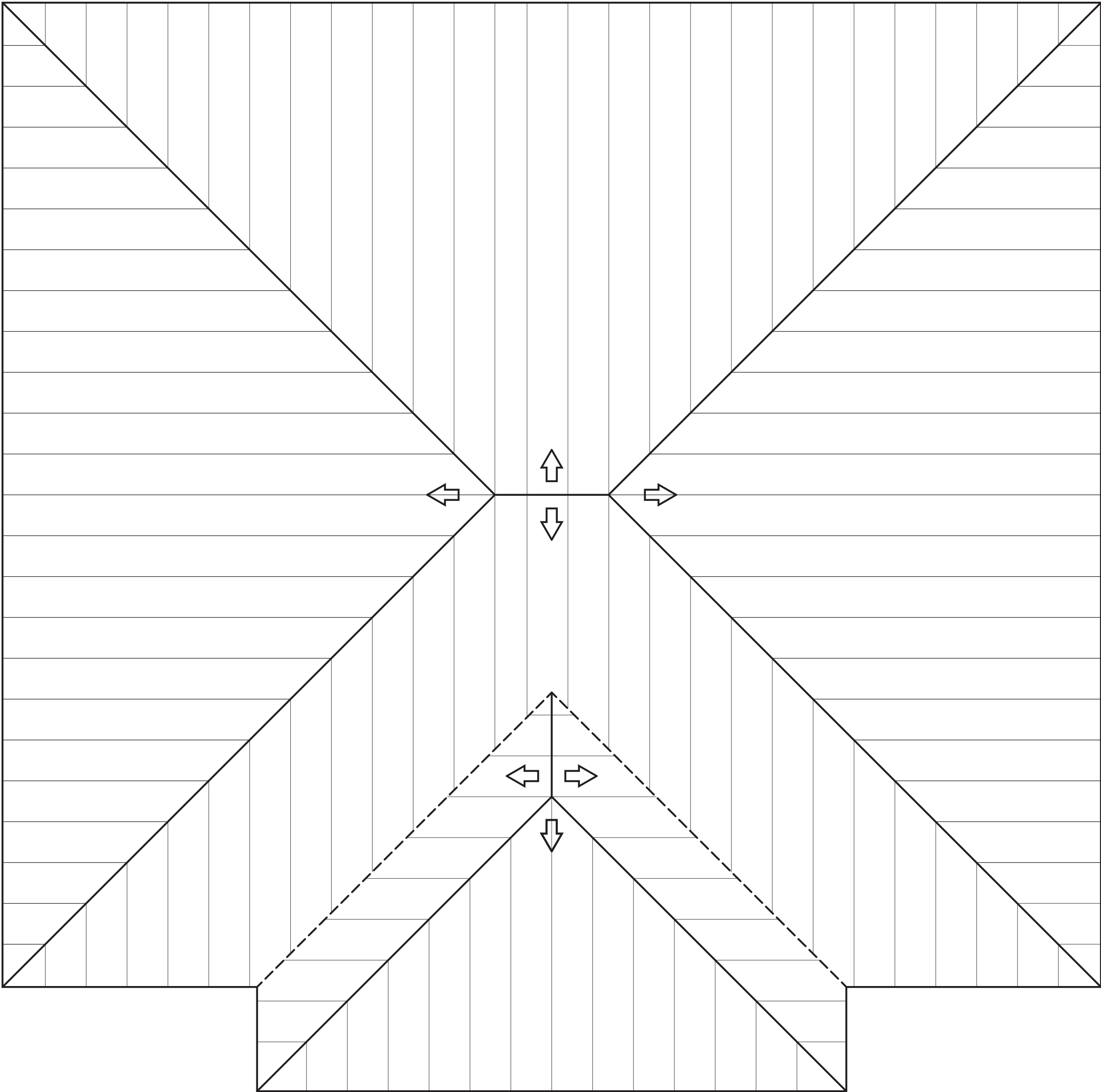


*****NOTICE*****

BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T T D) LOGO SHOWN ABOVE IS BLUE.

Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

ELEVATIONS
SCALE: 1/4"=1'-0"



BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
BLDC-2024-03800 ~ Building F
BLDC-2024-03801 ~ Building G
SWL-2024-00378 ~ OKR1035541

NOTE:
ALL ROOF 4:12 PITCH
UNLESS OTHERWISE
NOTED

TOTAL UNIT FOOTAGE	
TOTAL FRAME 3976	
COVERED PATIOS 236	COVERED PORCHES 386
SINGLE UNIT FOOTAGE	
LOWER FRAME 994	UPPER FRAME 994
COVERED PATIOS 59	COVERED PORCHES 193

NOTICE TO PROSPECTIVE BUYERS

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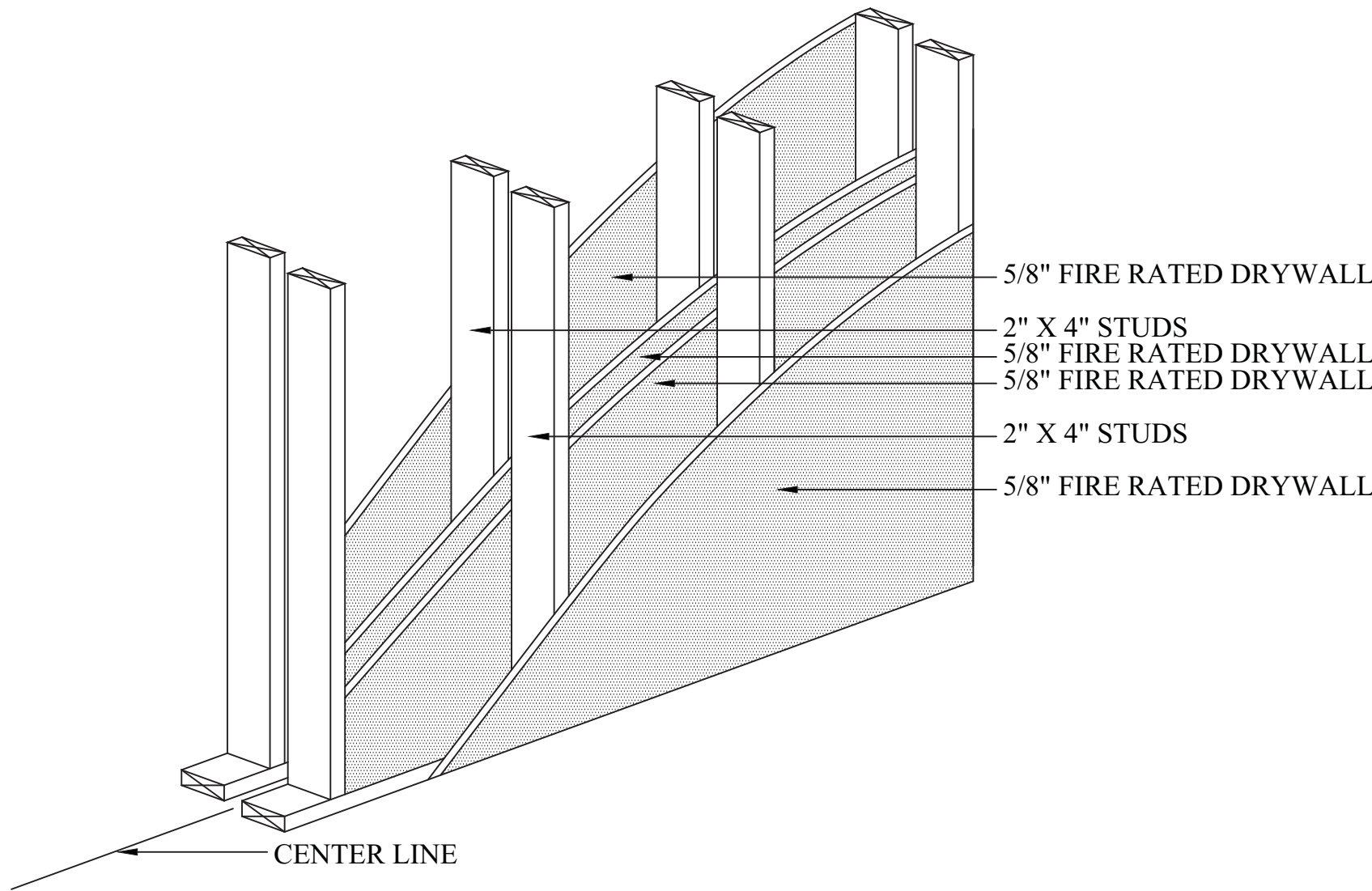
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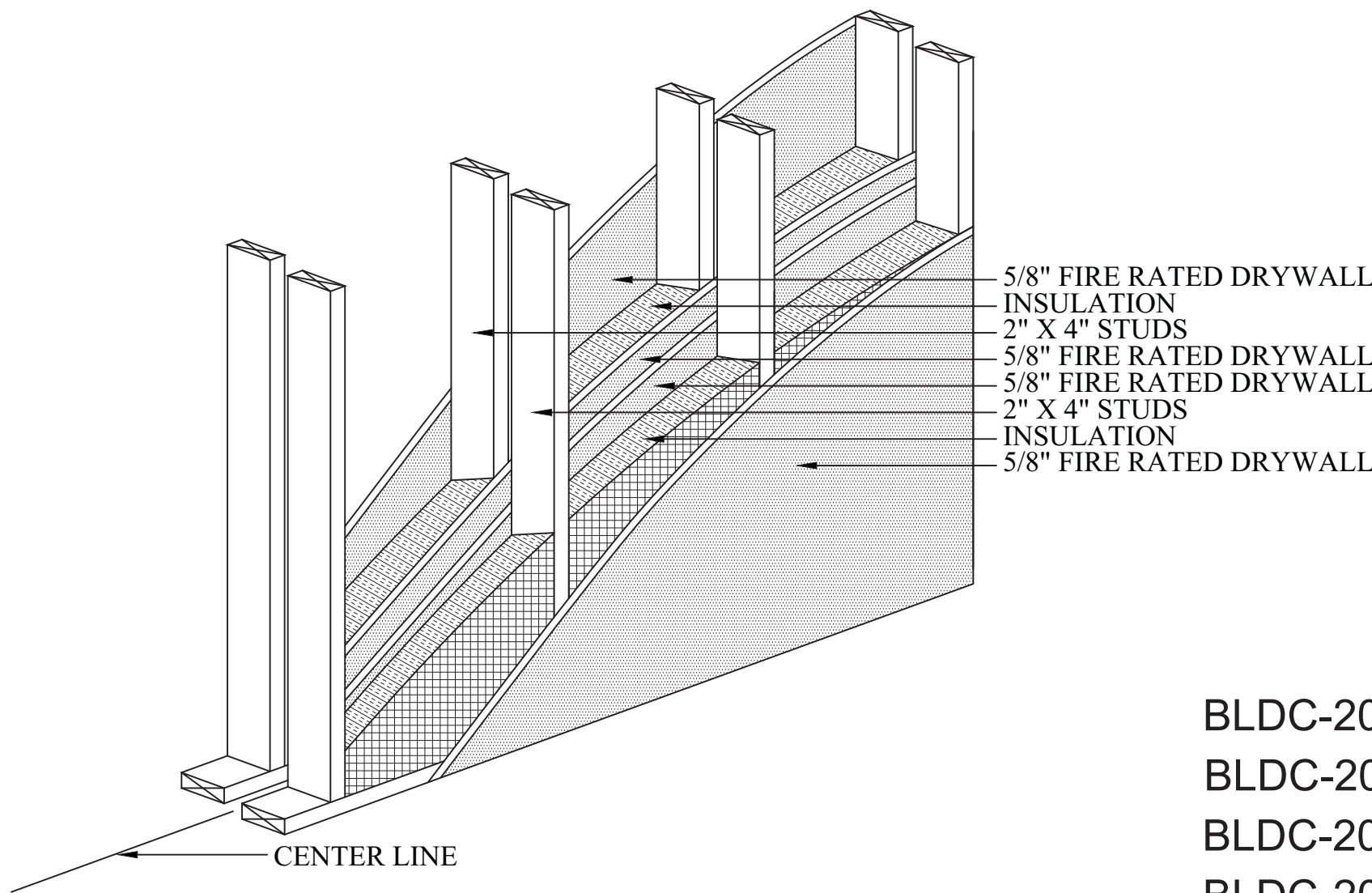
Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

ROOF PLAN
SCALE: 1/4"=1'-0"

(ATTIC)
DOUBLE PARTITION WALL DETAIL



(LOWER LEVEL)
DOUBLE PARTITION WALL DETAIL



BLDC-2024-03795 ~ Building A
BLDC-2024-03796 ~ Building B
BLDC-2024-03797 ~ Building C
BLDC-2024-03798 ~ Building D
BLDC-2024-03799 ~ Building E
BLDC-2024-03800 ~ Building F
BLDC-2024-03801 ~ Building G
SWL-2024-00378 ~ OKR1035541

ENERGY VALUES											
WALLS	CEILING	FLOOR	WINDOWS				FRONT DOORS		REAR DOORS		
R-VALUE	R-VALUE	R-VALUE	U-FACTOR	SHGC	VT	CR	U-FACTOR	SHGC	U-FACTOR	SHGC	
13	30	19	0.28	0.31	0.57	62	0.20	0.7	0.13	0.0	

T
DESIGNS

*****NOTICE*****

BUILDING PERMITS ARE TO BE ISSUED FOR THIS SET OF PLANS ONLY IF THE (T T D) LOGO SHOWN ABOVE IS BLUE.

Salazar Comm. Properties, L.L.C.
3800 NW 34th Street
Oklahoma City, Oklahoma
Construction Plans

FIRE WALLS
SCALE: 1/4"=1'-0"

TOTAL UNIT FOOTAGE	
TOTAL FRAME 3976	
COVERED PATIOS 236	COVERED PORCHES 386
SINGLE UNIT FOOTAGE	
LOWER FRAME 994	UPPER FRAME 994
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USE DIMENSIONS DO NOT SCALE	

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING 400.00 FEET S89°28'29"W OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SE/C SW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP ELEVEN (11) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, THENCE N00°34'34"E A DISTANCE OF 625.40 FEET; THENCE S89°28'29"W A DISTANCE OF 132.89 FEET; THENCE S00° A DISTANCE OF 625.30 FEET TO THE SOUTH LINE OF SAID SW/4; THENCE N89°28'29"E ALONG SAID SOUTH LINE A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING.

FROM ZONING CLASSIFICATION R-1 (LOW DENSITY RESIDENTIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 16th day of June, 2025, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-1 (Low Density Residential District) to R-2 (Medium Density Residential District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-2 (Medium Density Residential District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A tract of land described as beginning 400.00 feet S89°28'29"W of the Southeast corner of the Southwest Quarter (SE/C SW/4) of Section Thirty-two (32), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence N00°34'34"E a distance of 625.40 feet; thence S89°28'29"W a distance of 132.89 feet; thence S00°05'29"E a distance of 625.30 feet to the South line of said SW/4; thence N89°28'29"E along said South line a distance of 125.00 feet to the point of beginning, FROM ZONING CLASSIFICATION R-1 (LOW DENSITY RESIDENTIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 16th day of June, 2025.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 16th day of June, 2025.

JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: June 16, 2025
To: Board of City Commissioners
From: Kimberly Smith, Finance Director
Subject: Consideration of a resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2026 through 2030.

Background: On May 22, 2025, the proposed Capital Improvement Plan (CIP) for Fiscal Years 2026 through 2030 was the subject of a formal public hearing during its presentation to the City of Shawnee Board of Commissioners.

Prepared in accordance with the City of Shawnee's CIP policy adopted on December 19, 2022, City staff is requesting that the City Commission consider the approval of a resolution to adopt the Five-year Capital Improvement Plan for Fiscal Years 2026 through 2030 for the City of Shawnee.

Financial Impact: (Refer to attached FY 2025 through 2030 CIP Book)

Attachments: Resolution Adopting the FY26-30 CIP Plan, FY25-26 CIP Plan

Staff Recommendation: Approval of Item

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEARS 2026-2030 CAPITAL IMPROVEMENT PLAN.

WHEREAS, the City Commission approved the Capital Improvement Plan Policy on December 19, 2022; and

WHEREAS, the Policy requires that a Capital Improvement Plan be prepared and presented to the City Commission of the City of Shawnee, Oklahoma, and that a public hearing be held thereon prior to the adoption of said plan; and

WHEREAS, the plan for the fiscal years July 1, 2025, through June 30, 2030, has heretofore been presented to the City Commission and due deliberation had thereon, and a public hearing having been held as required, and all comments and objections have been considered; and a public hearing was held May 22, 2025, at City Hall Commission Chambers at 16th West 9th Street, Shawnee, Oklahoma; and

WHEREAS, the following is a summary of the anticipated project costs by year, to wit:

Fund	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total 5-Year CIP
301 - CAPITAL IMPROVEMENT FUND	4,423,720	1,796,640	3,027,350	912,639	803,418	4,612,308
302 - STREET IMPROVEMENT FUND	988,000	1,138,000	1,428,000	1,650,000	500,000	40,070,000
303 - 2018 CAPITAL IMPROVEMENT FUND	1,325,000	1,075,000	1,075,000	0	0	0
301 - CAPITAL IMPROVEMENT FUND & 303 - 2018 CAPITAL IMPROVEMENT	500,000	0	0	0	0	0
302 - STREET IMPROVEMENT FUND & 303 - 2018 CAPITAL IMPROVEMENT	6,300,000	4,580,000	80,000	0	0	2,500,000
304 - AMERICAN RESCUE PLAN FUND	3,300,000	1,200,000	0	0	0	0
304 - AMERICAN RESCUE PLAN FUND & 501 - SHAWNEE MUNICIPAL AUTHORITY	1,800,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
501 - SHAWNEE MUNICIPAL AUTHORITY	18,389,000	602,000	732,000	1,832,000	0	8,335,000
511 - SHAWNEE AIRPORT AUTHORITY	4,188,038	3,056,060	2,135,880	1,000,000	0	11,250,000
Total	41,213,758	14,447,700	9,478,230	6,394,639	2,303,418	73,837,745

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

THAT the Capital Improvement Plan for the City of Shawnee, Oklahoma, now before the said City Commission for consideration, as herein above summarized, is hereby adopted as the plan for the said City of Shawnee, Oklahoma, for the period of July 1, 2025 through June 30, 2030.

Passed and approved this 16th day of June 2025

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ERIC STEPHENS, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK

DRAFT



Capital Improvement Plan

Fiscal Years 2026-2030



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

Date: May 22, 2025
To: Board of City Commissioners
From: Mark Simpson, Interim City Manager
Subject: Public Hearing for the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2026 through 2030.

Background: On December 19, 2022, the City of Shawnee Board of Commissioners approved a resolution setting forth a Capital Improvement Plan (CIP) policy. This CIP policy is specifically designed to guide long-term capital improvement planning for the City of Shawnee.

City staff reviewed and updated the prior CIP to develop a list of capital improvements to cover Fiscal Years 2026 through 2030. All projects included in the coming fiscal year have also been incorporated into the proposed Fiscal Year 2025-2026 Operating Budget.

In accordance with the City of Shawnee CIP policy, this agenda item constitutes the formal public hearing on the proposed CIP, establishing an opportunity for members of the community to provide input on the proposed five-year Capital Improvement Plan. Notice of the date, time, and location of the public hearing was published in the Shawnee News-Star on May 20, 2025.

Financial Impact: None

Attachments: Shawnee FY2026-2030 Capital Improvement Plan Notice

Staff Recommendation: Conduct Public Hearing

Capital Improvement Plan Policy



City of Shawnee

Capital Improvement Plan Policy

1. Purpose

In order to promote consistency and continuity in decision making related to capital improvement planning and to set the general parameters within which capital spending decisions are made, the following policy is established for the City's Capital Improvement Plan (CIP). As a matter of general policy, the goals of the CIP are to:

- A. Consistently make decisions related to capital improvement aligned with overall city goals and objectives regarding the physical and economic development of the community, asset management, and the provision of public services.
- B. Promote financial stability and focus attention on the city's long-term financial capacity to meet capital needs.
- C. Effectively communicate the city's priorities and plans for undertaking capital projects to internal and external stakeholders.

2. Definitions

Capital Planning. At least every other year, the City Manager shall submit a five-year capital improvement plan (CIP) to the Mayor and Commissioners. The CIP shall seek to assure the adequate condition and sustainability of the city's infrastructure, facilities, and capital investments. The CIP should also address the City Commission's priorities as well as federal and state mandates. In addition, estimated capital needs for a further five-year period shall be included to facilitate long-term capital planning. {Resolution 6652 – March 7, 2022}

Capital Expenditure. A capital expenditure is the cost of new construction, renovation, acquisition or capital maintenance of city infrastructure, facilities, or other capital investments, to ensure the continuation of service, enhance operations, and promote economic development. The city will make efforts to fund capital expenditure through an increase in General Fund spending and commitment of "non-recurring" revenue sources. As a target, the city will work to budget two (2.0) to five (5) percent of the General Fund for capital expenditures each year. {Resolution 6652 – March 7, 2022}.

The City of Shawnee has a separate Capital Assets Policy that further define a Capital asset and provides guidance for uniform control and accountability over the City's assets.



Capital Project. Notwithstanding the definition of capital expenditure or capital asset as established for capital budgeting and accounting purposes, a capital project shall be defined for the purposes for the CIP as follows.

A capital project is an outlay that results in the acquisition of, or addition to, a capital asset with an anticipated useful life of not less than five (5) years **and** meets the capital project threshold as defined in the next section below. This definition includes, but is not limited to, capital projects undertaking to:

- Acquire new or expand existing physical facilities of infrastructure.
- Acquire large scale renewal, improvement, or replacement of physical facilities or infrastructure that is not routine maintenance. Renewal, improvement expenditures are those that improve an asset's productivity, significantly extend its useful life, or change the character of the asset.
- Acquire major pieces of equipment, vehicles, and other capital stock, including expenditures when aggregated or consolidated into a single project.
- Procure engineering or architectural studies and services related to public improvements.
- Acquire land or make improvements to land.

Capital Project Threshold. The capitalization threshold, or minimum value of an asset at the time of acquisition is generally established as follows:

- Infrastructure - \$50,000
- Facilities and Land - \$50,000
- Vehicles - \$20,000
- Machinery & Equipment - \$20,000

Projects meeting the above definition and threshold shall be eligible for consideration and inclusion in the bi-annually updated CIP. Any and all expenditure meeting the criteria for fixed assets as defined by the City's Capital Asset Policy shall continue to be budgeted and accounted for as capital expenditures, however, will not be eligible for inclusion in the CIP unless they meet the above definitions of a capital project and threshold. Staff questions regarding the definition of a capital project should contact the Finance Department.



Facilities. Permanent structures erected above ground, together with fixtures attached to and forming a permanent part of the building, for the purpose of sheltering persons or personal property. The cost of buildings includes all labor, materials, and professional services required to construct the building, and any other costs to put the building into its intended use.

Facility Improvements. Major repairs, renovations, or additions made to a building that increase the future service potential of the building and benefit future periods. The buildings and the improvements become one and are inseparable. Examples of building improvements include major repairs, renovations, or additions such as addition of a new wing or a new air conditioning system.

Infrastructure. Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. These include roads, sidewalks, bike paths, bridges, buildings, drainage systems, water systems, sewer systems, etc.

Land. An inexhaustible asset that has an unlimited life and therefore is not depreciated.

Land Improvements. Betterments, improvements, and site preparations that ready land for its intended use. Like the land itself, these improvements are inexhaustible and therefore not depreciated. Some examples of land improvements would be excavation, filling, grading, demolition of existing buildings, and removal or relocation of the other property (telephone or power lines).

Life Cycle Cost. The total cost of an asset over its life cycle includes initial capital costs, maintenance costs, operating costs, and the asset's residual value at the end of its life.

Useful Life. The period over which a capital or infrastructure asset has utility to the city in performing the function for which it was intended.

3. Capital Improvement Planning and Implementation

The CIP is a proposed schedule for the expenditure of funds to maintain, acquire, or construct necessary capital projects over the next five-year period. This plan provides the public, residents, and the stakeholders transparent information on how the city plans to address significant capital needs. The Board of Commissioners adopts the city's five-year plan CIP on a bi-annual basis. The plan is reviewed annually and revised based on current community needs, asset conditions, available resources, and funding opportunities.

The CIP process generally precedes the budget process and is used to develop the capital project portion of the annual budget. Approval of the CIP by the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners does not equate to a final approval of all projects contained within the plan. With approval of the CIP, the Board of Commissioners acknowledge that the projects contained in the plan represent a reasonable interpretation of the anticipated needs for the city and that projects



contained in the first year of the CIP are suitable for inclusion for the current fiscal year's budget. The Board of Commissioners will adopt the CIP after at least one public hearing is held during a public meeting of the Board of Commissioners. Once adopted, implementation of the projects listed in the Capital Improvement Plan shall follow City Purchasing Policies.

The CIP may be amended by the Board of Commissioners as recommended by the City Manager and after a public hearing is held during a public meeting of the Board of Commissioners. Amendments may include any change to the CIP such as the addition of a new project, change in the priority of a project, change in the proposed commencement year, or adjustment of the estimated project costs.

4. Capital Improvement Planning and Implementation

Identify Needs. The first step in capital planning is to identify needs by recognizing and categorizing the city's capital assets and developing a capital asset life cycle for major capital assets. The capital asset life cycle includes costs to operate, maintain, administer, and renew or replace the capital asset. This will assist in identifying the need and schedule for capital asset replacement or major renewal. In addition, the city will use information such as development projections, strategic plans, comprehensive plans, facility master plans, and regional plans to assist in identifying present and future service needs that require capital infrastructure or equipment.

Determine Financial Impacts. When developing the multi-year capital plan, the full extent of the capital projects will be considered, to include the following:

- The scope and timing of a planned project.
- Any potential revenues gained from the completed project.
- Adjust cost projections based on anticipated inflation for projects spanning more than one year.
- A clear estimate of all major components required to implement a project, including land acquisition needs, design, construction, contingency, and post-construction costs.
- The quantification of ongoing life cycle costs associated with each project and identification of the sources of funding to those costs.

Prioritize Capital Requests. Capital projects will receive a higher priority based on their alignment with key factors that provide a benefit to the community. The criteria for priority consideration are listed below. Along with the criteria are either clarifying questions, marked with a C, or varying degree questions, marked with a V. Clarifying questions further define the criteria and if a project answers any of the questions with a "yes", it will meet the stated criteria. Varying degree questions will be further prioritized based on how closely the project aligns to that criterion.

- Meets a policy goal or fulfills a strategic objective of the Board of Commissioners.
 - Does the project directly align with the strategic objective of the Board of Commissioners? – C



- Is the project identified in recent land use or other study? – C
- Is the project a specific request of the Board of Commissioners? – V
- Is the project a specific request of a neighborhood group or other local organization? – V
- Does the project assist in reducing the annual operating budget? – V
- It is required under a state or federal mandate, law, or regulation.
 - Will the city incur a fine or penalty if his project is not complete? – V
 - What is the deadline for the city to be in compliance? – V
- Mitigates or eliminates a know health or safety hazard.
 - Is health or safety hazard identified in a plan or study? -C
 - Does the project completely eliminate or reduce the hazard? – V
- Maintains and improves the delivery of public services to a significant portion of the population.
 - Does the project significantly impact the entire city, over half the population, or a single neighborhood? – V
- Spurs economic development.
 - Does the project add to the tax base? – C
 - Does the project create employment opportunities? – C
 - Does the project stabilize or revitalize a neighborhood? – C
- Improves the quality of life of existing infrastructure.
 - Is the existing infrastructure significantly past its useful life? – C
 - Is the existing infrastructure beyond repair or does the cost of the repair outweigh the cost of replacement? – C
- Includes other funding sources such as state or federal grant funds.
 - Is the project funded by a federal or state grant? – C
 - Does the grant require a city match and at what percentage? – V
 - Are there other government or private entities willing to share the project cost? – V

5. Allocating Resources to the Capital Improvement Plan

The city recognizes that an effective capital funding strategy requires consideration of a broad mix of funding mechanisms, including but not limited to pay-as-you-go, grants, and debt. The city will maintain a balanced mix of financing sources without excessive reliance on any one source.

Pay-as-You-Use-Financing. Referring to the issuance of various debt instruments to fund capital projects.

In considering which funding method to utilize for particular projects, the city shall strive to match benefit streams to cost streams as closely as possible over the anticipated useful life of the project and across constituency groups to achieve inter-generational and intra-jurisdictional equity respectively in project financing arrangements.

Regarding intergovernmental grant and private donations, the city will seek to leverage such resources whenever available, provided those capital projects identified are consistent with capital improvement plans and city priorities, and whose operating impact have been documented in operating budget forecasts.

6. CIP Submission and Review

Departments. In order to evaluate the merits of capital project requests and to allow each project due process in evaluations, capital projects proposed shall be accompanied, at minimum, by the following information:

- Project title, physical description, and definition of scope
- Demonstration/Justification of need
- List of alternative options considered
- Risk assessment
- Project schedule
- Capital cost estimate
- Statement of impact on the operating budget
- Relationship with other planned projects



- Department's priority ranking of the project
- Recommended/anticipated funding sources

Each project shall be described such that development phases are delineated as separate stages of the project, such as land acquisition, design, and construction, and each phase may span beyond a single year.

Finance Department. The Finance Department will establish forms, instructions, deadlines, and procedures for project submittal and review.

City Management. In consultation with department heads and the Finance Department, the City Manager's Office will prioritize projects and submit the Capital Improvement Plan with funding recommendations for consideration to the Board of Commissioners.

7. Progress Reporting

City staff will provide a bi-annual update to the Board of Commissioners on the implementation of progress of the Capital Improvement Plan.



Capital Improvement

Fund 301

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Animal Welfare Facility	\$1,500,000	\$0	\$0	\$0	\$	\$0
Cascade System Replacement	\$96,800	\$0	\$0	\$0	\$	\$0
City Hall HVAC Replacement	\$130,000	\$0	\$0	\$0	\$0	\$0
City Hall Roof Replacement	\$0	\$250,000	\$0	\$0	\$0	\$0
Comprehensive Plan Review and Update	\$0	\$175,000	\$0	\$0	\$0	\$0
Deadfall Removal	\$150,000	\$0	\$0	\$0	\$0	\$0
Desktop Computer Replacement	\$57,200	\$55,400	\$53,600	\$51,800	\$	\$277,000
Emergency Management Mobile Command	\$85,000	\$0	\$0	\$0	\$0	\$0
Fire Fleet Replacement	\$65,000	\$140,000	\$0	\$85,000	\$0	\$0
Fire Fleet Replacement - Ladder	\$0	\$0	\$2,125,000	\$0	\$0	\$0
Fire Station 1 Alerting System	\$58,000	\$0	\$0	\$0	\$0	\$0
Fire Station 1 Renovation	\$350,000	\$0	\$0	\$0	\$0	\$0
Handheld Radio Replacement	\$61,500	\$0	\$0	\$0	\$	\$0
Housing Needs Study	\$75,000	\$0	\$0	\$0	\$0	\$0

301 - CAPITAL IMPROVEMENT FUND

Laptop Computer Replacement	\$54,400	\$57,800	\$61,200	\$64,600	\$68,000	\$323,000
Lot Re-Activation	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Maintenance Fleet Replacement	\$130,000	\$0	\$0	\$0	\$	\$0
Mower Replacement	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Network File Storage Replacement and Expansion	\$0	\$0	\$0	\$40,000	\$40,000	\$120,000
Optimist Park	\$70,000	\$0	\$0	\$0	\$0	\$0
Painting of Pools	\$25,000	\$25,000	\$25,000	\$25,000	\$	\$125,000
Park Solar Lightening	\$28,000	\$0	\$0	\$0	\$	\$0
Police Fleet Leasing	\$239,320	\$251,290	\$263,850	\$278,360	\$223,360	\$1,500,000
PPE Replacement	\$145,500	\$157,150	\$169,700	\$181,579	\$193,458	\$1,117,308
Safe Streets & Roads 4 All	\$225,000	\$0	\$0	\$0	\$0	\$0
SCBA Replacement	\$165,000	\$30,000	\$33,000	\$36,300	\$39,600	\$200,000
Server Replacement	\$25,000	\$0	\$0	\$0	\$0	\$0
Streets Equipment Building	\$0	\$225,000	\$0	\$0	\$0	\$0
Streets Fleet Replacement	\$95,000	\$0	\$0	\$0	\$0	\$0
Streets Fleet Replacement - Tandem	\$200,000	\$0	\$0	\$0	\$0	\$0
Stump Grinder	\$25,000	\$0	\$0	\$0	\$	\$0
Survey of Lake #1 - Lots and Rights-of-Way	\$80,000	\$80,000	\$80,000	\$0	\$0	\$0

301 - CAPITAL IMPROVEMENT FUND

Switch Replacement	\$13,000	\$0	\$66,000	\$0	\$40,000	\$200,000
Traffic Control Table	\$25,000	\$0	\$0	\$0	\$	\$0
Traffic Fleet Replacement - Bucket Truck	\$150,000	\$0	\$0	\$0	\$0	\$0
Total	\$4,423,720	\$1,596,640	\$3,027,350	\$912,639	\$754,418	\$4,612,308

Total record count: 35

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Animal Welfare Facility	
Category	Public Safety	
Department	0640 - ANIMAL WELFARE	Ongoing Project
Ward	Ward 1	
ID	24-0640-01	
Project Description Construct a new animal welfare facility.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	1,500,000	0	0	0	0	0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$1,500,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Cascade System Replacement		
Category	Public Safety		
Department	0720 - FIRE SUPPRESSION	Approved Project	
Ward	Not Applicable		
ID	24-0720-07		
Project Description Replace the Three-Phase, 6000-PSI breathing air cascade system.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$96,800	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$96,800	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	City Hall HVAC Replacement		 Maxar, Microsoft Esri Community Maps Contributors, City of S... Powered by Esri			
Category	Public Facilities					
Department	4020 - BUILDING MAINTENANCE	Approved Project				
Ward	Ward 3					
ID	24-4020-02					
Project Description Replace and update the HVAC system at Shawnee City Hall.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	130,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$130,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Deadfall Removal	
Category	Streets/Traffic	
Department	0920 - STREETS	Approved Project
Ward	Ward 3	
ID	24-0920-01	
Project Description Remove accumulated deadfall and debris at Lake Road bridge.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	150,000	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Desktop Computer Replacement		
Category			
Department	0230 - INFORMATION TECHNOLOGY	Approved Project	
Ward	Not Applicable		
ID	24-0230-01		
Project Description Replace up to 36 desktop computers per year to accommodate a 5-year replacement cycle.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$57,200	\$55,400	\$53,600	\$51,800	\$43,600	\$277,000
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$57,200	\$55,400	\$53,600	\$53,600	\$	\$277,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Emergency Management Mobile Command	
Category	Public Safety	
Department	0740 - EMERGENCY MANAGEMENT	Pending Project
Ward	Not Applicable	
ID	26-0740-01	

Project Description

This 24 ft command response trailer weighs under 6,000 pounds. To target rut prevention, it has an all-aluminum frame (no wood or steel in the construction), which creates a longer-lasting trailer with no rotting wood or rusting steel. This model can haul large items in the center with all the fixtures folded up. The desk/bench can then be folded down when ready to use.



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$85,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$85,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Fire Fleet Replacement		
Category	Public Safety		
Department	0710 - FIRE ADMINISTRATION	Pending Project	
Ward	Not Applicable		
ID	25-0710-01		
Project Description Replace the C2 vehicle (2016 GMC 1500) currently at 94,000 mile.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	65,000	140,000	0	85,000	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$65,000	\$140,000	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Fire Station 1 Renovation					
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Pending Project				
Ward	Ward 3					
ID	26-0720-01					
Project Description New flooring, millwork, paint, fixtures & furniture.						
			Maxar, Microsoft Esri Community Maps Contributors, City of S... Powered by Esri			
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	350,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$350,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Fire Station 1 Alerting System		 Maxar, Microsoft Esri Community Maps Contributors, City of S... Powered by Esri			
Category	Public Safety					
Department	0720 - FIRE SUPPRESSION	Pending Project				
Ward	Ward 3					
ID	25-0720-01					
Project Description Install Station Alerting System at Fire Station 1, which will allow the individual station to be notified of calls for service.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$58,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$58,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Handheld Radio Replacement		
Category	Public Safety		
Department	0620 - POLICE PATROL	Pending Project	
Ward	Not Applicable		
ID	25-0620-01		
Project Description Replace handheld radios. Current radios are 20 years old and will be obsolete once the State updates its radio system in 2026.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$61,500	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$61,500	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Housing Needs Study		 Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri			
Category						
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-02					
Project Description Undertake a citywide housing needs study to assess Shawnee's housing market, housing stock, and housing needs. Engage the community and gather their housing experiences, preferences, priorities, and policy options for the future.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	75,000	0	0	0	0	0
Total	\$75,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Laptop Computer Replacement		
Category			
Department	0230 - INFORMATION TECHNOLOGY	Approved Project	
Ward	Not Applicable		
ID	24-0230-02		
Project Description Replace 15 laptop computers per year to accommodate a 3-year replacement cycle, and increase one every year.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$54,400	\$57,800	\$61,200	\$64,600	\$68,000	\$323,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$54,400	\$57,800	\$61,200	\$61,200	\$68,000	\$323,000

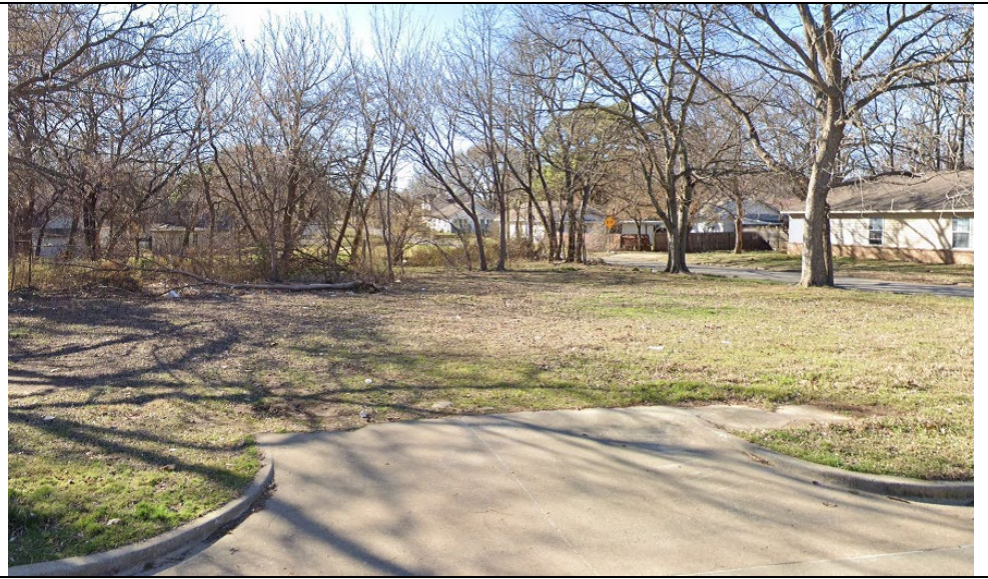
City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Maintenance Fleet Replacement		
Category	Public Facilities		
Department	4020 - BUILDING MAINTENANCE	Pending Project	
Ward	Not Applicable		
ID	26-4020-01		
Project Description Fleet for Maintenance department purchasing 2 vehicles.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	130,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$130,000	\$0	\$0	\$0	\$	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Lot Re-Activation					
Category	Community Development					
Department	0510 - COMMUNITY DEVELOPMENT	Approved Project				
Ward	Not Applicable					
ID	24-0510-01					
Project Description Clear property liens on vacant land or dilapidated buildings in exchange for the acquisition and re-activation of lots.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	25,000	50,000	100,000	100,000	100,000	
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$50,000	\$100,000	\$100,000	\$100,000	\$

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Maintenance Fleet Replacement		
Category	Public Facilities		
Department	4020 - BUILDING MAINTENANCE	Pending Project	
Ward	Not Applicable		
ID	26-4020-01		
Project Description Fleet for Maintenance department purchasing 2 vehicles.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	130,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$130,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

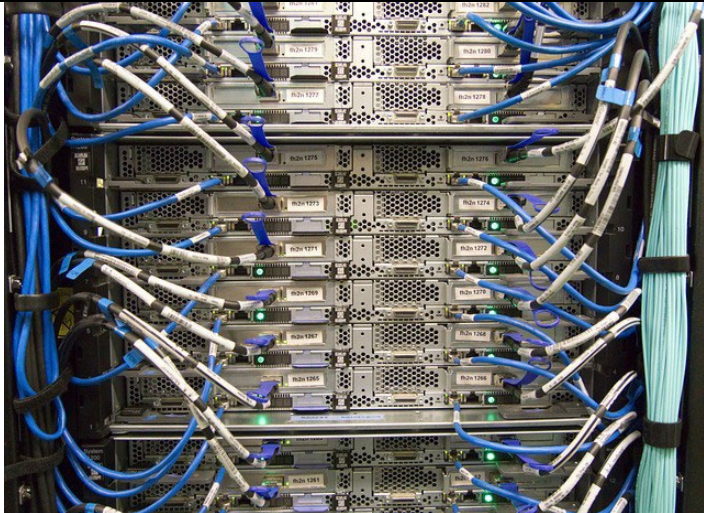
Project Title	Mower Replacement	
Category	Parks & Rec	
Department	0940 - PARKS	Pending Project
Ward	Not Applicable	
ID	24-0940-06	
Project Description Replace current mower.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Network File Storage Replacement and Expansion					
Category	IT - Equipment					
Department	0230 - INFORMATION TECHNOLOGY	Approved Project				
Ward	Not Applicable					
ID	24-0230-04					
Project Description 2 servers replaced as needed or increase the storage.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$30,000	\$0	\$0	\$0	\$40,000	\$120,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Optimist Park	
Category	Parks & Rec	
Department	0940 - PARKS	Pending Project
Ward	Ward 1	
ID	25-0940-01	
Project Description Complete construction of a new Splash pad at Optimist Park.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	70,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$70,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Painting of Pools	
Category	Parks & Rec	
Department	0960 - POOL	Pending Project
Ward	Not Applicable	
ID	26-0960-01	
Project Description Painting the pools every year to prevent damage to them.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	25,000	25,000	25,000	25,000	25,000	125,000
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$25,000	\$25,000	\$25,000	\$	\$125,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Park Solar Lightening		 Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri			
Category	Parks & Rec					
Department	0940 - PARKS	Pending Project				
Ward	Not Applicable					
ID	26-0940-01					
Project Description Solar lighting for the parks.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	28,000	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$28,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Police Fleet Leasing	
Category	Public Safety	
Department	0620 - POLICE PATROL	Pending Project
Ward	Not Applicable	
ID	24-0620-01	
Project Description Lease 5 Dodge Chargers (or comparable police-related vehicles) with residual payment options; and outfit with in-cab and external equipment.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	239,320	251,290	263,850	278,360	223,360	1,500,000
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$239,320	\$251,290	\$263,850	\$263,850	\$223,360	\$1,500,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	PPE Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Approved Project
Ward	Not Applicable	
ID	24-0720-01	
Project Description Replace structural and dual certification personal protective equipment (PPE) gear. Current shipping times range from 8-10 months.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$145,500	\$157,150	\$169,700	\$181,579	\$193,458	\$1,117,308
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$145,500	\$157,150	\$169,700	\$169,700	\$193,458	\$1,117,308

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Safe Streets & Roads 4 All	
Category	Public Safety, Streets/Traffic	
Department	0510 - COMMUNITY DEVELOPMENT	Pending Project
Ward	Not Applicable	
ID	25-0510-02	
Project Description Complete the Action Plan funded through the Safe Streets and Roads 4 All (SS4A) grant program. Established by the new Bipartisan Infrastructure Law, SS4A is administered through the U.S. Department of Transportation. The grant program provides Federal funds to develop a comprehensive safety assessment and action plan designed to prevent roadway deaths and serious injuries.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	225,000	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	SCBA Replacement	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Pending Project
Ward	Not Applicable	
ID	24-0720-06	
Project Description Due to the manufacturer of the current equipment discontinuing product support, the Fire Department entered into a lease agreement to replace all SCBAs in Fiscal Year 2024. The cost reflected in this project for FY25 and FY26 are lease payments. Starting in FY27, the plan is to purchase three SCBAs each year to prevent the need for a bulk purchase when the equipment is set to expire.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$165,000	\$30,000	\$33,000	\$36,300	\$39,600	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$165,000	\$30,000	\$33,000	\$33,000	\$39,600	\$200,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Server Replacement	
Category		
Department	0230 - INFORMATION TECHNOLOGY	Pending Project
Ward	Not Applicable	
ID	25-0230-01	
Project Description Replace server supporting Remote Desktop Protocol (RDP) and other internal services.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$25,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2025-2029 Capital Improvement Plan

Project Title	Streets Equipment Building					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 3					
ID	24-0920-02					
Project Description Construct a building to consolidate the snow removal equipment and protect it from the elements. This building will be located in the vicinity of the material barns at the Public Works yard.						
	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY30-34
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	225,000	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$0	\$225,000	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Streets Fleet Replacement		
Category	Streets/Traffic		
Department	0920 - STREETS	Approved Project	
Ward	Not Applicable		
ID	24-0920-27		
Project Description Replace Unit 1591, a 2002 tandem.			Maxar, Microsoft Esri Community Maps Contributors, City of S... Powered by Esri

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	200,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Streets Fleet Replacement - Tandem		
Category	Streets/Traffic		
Department	0920 - STREETS	Cancelled Project	
Ward	Not Applicable		
ID	24-0920-26		
Project Description			
Replace Unit 1480, a 1991 tandem.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$0	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Stump Grinder	
Category	Streets/Traffic	
Department	0920 - STREETS	Pending Project
Ward	Not Applicable	
ID	26-0920-01	
Project Description Stump Grinder		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$25,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Survey of Lake #1 - Lots and Rights-of-Way	
Category	Parks & Rec, Public Facilities, Utilities, Streets/Traffic	
Department	0810 - ENGINEERING	Approved Project
Ward	Ward 2	
ID	24-0810-04	
Project Description Survey the lots, easements, and rights-of-way at the Shawnee Twin Lakes #1.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	80,000	80,000	80,000	80,000	0	0
Total	\$80,000	\$80,000	\$80,000	\$80,000	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Switch Replacement		
Category			
Department	0230 - INFORMATION TECHNOLOGY	Approved Project	
Ward	Not Applicable		
ID	24-0230-03		
Project Description Replace switches that are more than 10 years old to avoid failure and prolonged network outages. Current shipping times range from 6-12 months.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$13,000	\$0	\$66,000	\$0	\$40,000	\$200,000
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$13,000	\$0	\$66,000	\$66,000	\$40,000	\$200,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Traffic Control Table					
Category	Streets/Traffic					
Department	0930 - TRAFFIC CONTROL	Pending Project				
Ward	Not Applicable					
ID	26-0930-01					
Project Description Traffic Control Table						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$25,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$25,000	\$0	\$0	\$0	\$	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Traffic Fleet Replacement - Bucket Truck	
Category	Streets/Traffic	
Department	0930 - TRAFFIC CONTROL	Approved Project
Ward	Not Applicable	
ID	24-0930-05	
Project Description Replace 2006 bucket truck.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	150,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

Capital Improvement Fund 301

2018 Capital Improvement Fund 303

City of Shawnee

FY 2026-2030 Capital Improvement Plan

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Fire Station 3 Remodel	\$500,000	\$0	\$0	\$0	\$	\$0
Total	\$500,000	\$0	\$0	\$0	\$	\$0

Total record count: 1

301 - CAPITAL IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Fire Station 3 Remodel	
Category	Public Safety	
Department	0720 - FIRE SUPPRESSION	Ongoing Project
Ward	Ward 1	
ID	C-21-04E	
Project Description Remodel and upgrade Fire Station 3.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	500,000	0	0	0	0	0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$500,000	\$0	\$0	\$0	\$	\$0

Street Improvement

Fund 302

The Street Improvement Fund accounts for the construction or major re-construction of street projects, economic development or debt service. The fund's major funding source is sales tax.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

302 - STREET IMPROVEMENT FUND

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
42nd Street Improvement Project	\$200,000	\$0	\$0	\$0	\$	\$0
Belcher Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$500,000	\$3,200,000
Bell Street Reconstruction and Widening (Phase 1)	\$120,000	\$400,000	\$700,000	\$0	\$0	\$0
Bell Street Reconstruction and Widening (Phase 2)	\$0	\$0	\$0	\$150,000	\$0	\$1,000,000
Daley Lane, Nix Allen Road, and Terrell Road Overlay	\$0	\$0	\$0	\$0	\$0	\$400,000
Elbert Drive Overlay	\$0	\$0	\$0	\$0	\$	\$200,000
Federal Street and Center Street Reconstruction	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Garrett's Lake Road Reconstruction and Widening	\$0	\$150,000	\$180,000	\$0	\$	\$7,450,000
Harrison Avenue and Farrall Street Sidewalk Project	\$0	\$0	\$0	\$0	\$	\$1,200,000
Homer Lane Road Bridge Rehabilitation or Replacement	\$0	\$0	\$0	\$0	\$	\$3,450,000

302 - STREET IMPROVEMENT FUND

Kickapoo Avenue (North) Resurfacing and Widening	\$0	\$0	\$0	\$0	\$	\$5,050,000
Leo Street Reconstruction	\$0	\$40,000	\$0	\$1,000,000	\$0	\$0
McKinley Avenue Bridge Replacement	\$0	\$0	\$0	\$0	\$	\$2,500,000
Signal Detection Upgrades	\$48,000	\$48,000	\$48,000	\$0	\$	\$0
Tack Distributor	\$30,000	\$0	\$0	\$0	\$	\$0
Traffic Signal Control Cabinet Replacement	\$75,000	\$0	\$0	\$0	\$0	\$0
Union Street Resurfacing and Widening	\$0	\$0	\$0	\$0	\$0	\$2,020,000
Unit Rate Paving and Drainage	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Wallace Street Sidewalk Project	\$515,000	\$0	\$0	\$0	\$0	\$0
Total	\$988,000	\$1,138,000	\$1,428,000	\$1,650,000	\$1,000,000	\$29,970,000

Total record count: 19

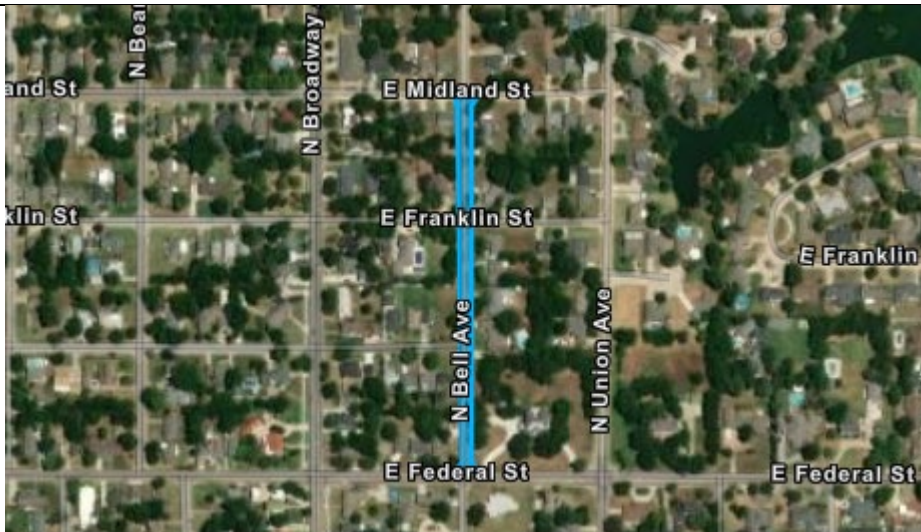
302 - STREET IMPROVEMENT FUND

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	42nd Street Improvement Project					
Category	Streets/Traffic					
Department	0920 - STREETS	Pending Project				
Ward	Ward 1					
ID	26-0920-02					
Project Description Improvement the structure of 42nd street.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Bell Street Reconstruction and Widening (Phase 1)					
Category	Streets/Traffic					
Department	0920 - STREETS	Approved Project				
Ward	Ward 1					
ID	24-0920-13					
Project Description Reconstruct and widen Bell Street, from Midland Street to Federal Street.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	60,000	400,000	700,000	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	60,000	0	0	0	0	0
Total	\$120,000	\$400,000	\$700,000	\$700,000	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Signal Detection Upgrades	
Category	Streets/Traffic	
Department	0930 - TRAFFIC CONTROL	Pending Project
Ward	Not Applicable	
ID	26-0930-02	
Project Description Upgrading the current signal detections.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$48,000	\$48,000	\$48,000	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$48,000	\$48,000	\$48,000	\$48,000	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Tack Distributor	
Category	Streets/Traffic	
Department	0920 - STREETS	Pending Project
Ward	Not Applicable	
ID	26-0920-03	
Project Description Track distributor		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$30,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$30,000	\$0	\$0	\$0	\$	\$0

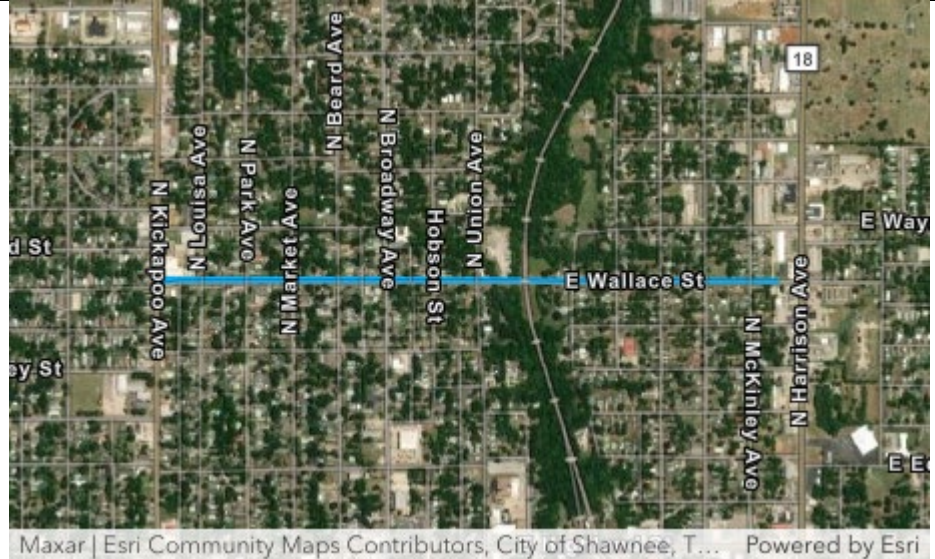
City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Traffic Signal Control Cabinet Replacement	
Category	Streets/Traffic	
Department	0930 - TRAFFIC CONTROL	Approved Project
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 5, Ward 6	
ID	24-0930-02	
Project Description Continue traffic signal control cabinet replacement program.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$75,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$75,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Wallace Street Sidewalk Project					
Category	Streets/Traffic					
Department	0810 - ENGINEERING	Approved Project				
Ward	Ward 2, Ward 4, Ward 5					
ID	25-0810-02					
Project Description Add a pedestrian facility on the north side of Wallace Street, from Kickapoo Street to Harrison Street.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	400,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	57,500	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	57,500	0	0	0	0	0
Total	\$515,000	\$0	\$0	\$0	\$0	\$0

Street Improvement
Fund 302

2018 Capital Improvement
Fund 303

City of Shawnee

FY 2026-2030 Capital Improvement Plan

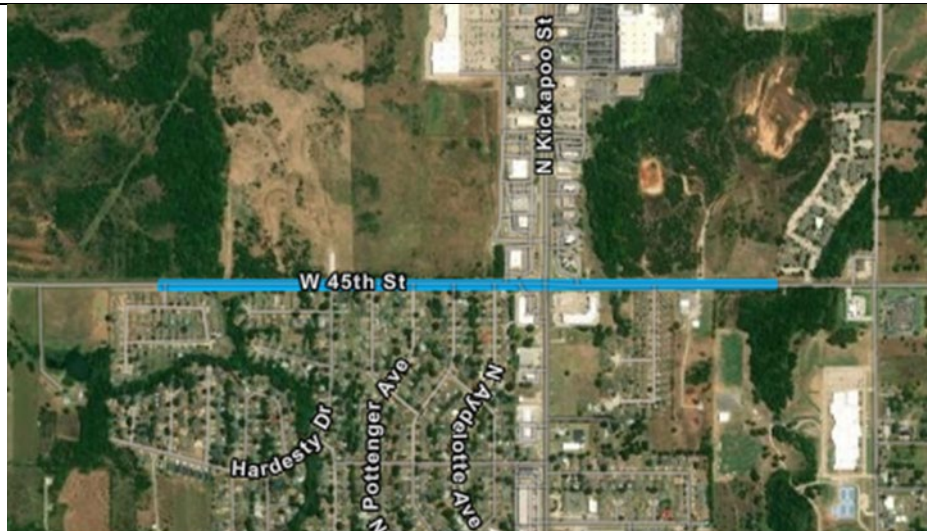
302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
45th Street Widening (Phase 1)	\$4,600,000	\$4,580,000	\$80,000	\$0	\$0	\$0
Unit Rate - Paving and Drainage	\$1,700,000	\$0	\$0	\$0	\$0	\$2,500,000
Total	\$6,300,000	\$4,580,000	\$80,000	\$0	\$0	\$2,500,000

Total record count: 2

302 - STREET IMPROVEMENT FUND, 303 - 2018 CAPITAL IMPROVEMENT FUND

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	45th Street Widening (Phase 1)		 Maxar Esri Community Maps Contributors, City of Shawnee, ... Powered by Esri			
Category	Streets/Traffic					
Department	0920 - STREETS	Ongoing Project				
Ward	Ward 1, Ward 6					
ID	24-0810-01					
Project Description Reconstruct and widen 45th Street. This first phase extends from Burning Wood Drive to west of Union Avenue.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	4,520,000	4,000,000	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	80,000	80,000	80,000	80,000		0
Total	\$4,600,000	\$4,080,000	\$80,000	\$80,000	\$	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Unit Rate - Paving and Drainage		
Category	Streets/Traffic, Stormwater		
Department	0920 - STREETS	Pending Project	
Ward	Not Applicable		
ID	25-0920-01		
Project Description Utilize unit price contract to complete paving and storm drainage projects that involve repetitive tasks or, alternatively, projects where the duration, scope, or requirements may be incomplete or difficult to estimate.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,700,000	0	0	0	0	2,500,000
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,700,000	\$0	\$0	\$0	\$0	\$2,500,000

2018 Capital Improvement Fund 303

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

303 - 2018 CAPITAL IMPROVEMENT FUND

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Drainage and Paving Improvements	\$0	\$0	\$400,000	\$0	\$0	\$0
Expo Avedis Conference Center Remodel (Peoples Bldg)	\$0	\$300,000	\$0	\$0	\$0	\$0
Expo Damaged Sheet Metal and Wall Repair	\$0	\$75,000	\$50,000	\$0	\$0	\$0
Expo Electrical/Mechanical Equipment Upgrades & Replacement	\$200,000	\$0	\$0	\$0	\$0	\$0
Expo Fleet Acquisition - 3/4 Ton	\$0	\$75,000	\$0	\$0	\$0	\$0
Expo IT Equipment & Upgrades	\$90,000	\$0	\$0	\$0	\$0	\$0
Expo Overhead Replacement	\$175,000	\$0	\$0	\$0	\$0	\$0
Expo Pylon Sign Repair or Replacement	\$35,000	\$0	\$0	\$0	\$0	\$0
Expo Water Truck	\$100,000	\$0	\$0	\$0	\$0	\$0
Expo WW Gates & Panels	\$0	\$50,000	\$50,000	\$0	\$0	\$0
Heart of Oklahoma Expo Center Enhancements and Remodel	\$575,000	\$575,000	\$575,000	\$0	\$0	\$0

303 - 2018 CAPITAL IMPROVEMENT FUND

Library Roof Replacement	\$150,000	\$0	\$0	\$0	\$0	\$0
Total	\$1,325,000	\$1,075,000	\$1,075,000	\$0	\$0	\$0

Total record count: 12

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Expo Electrical/Mechanical Equipment Upgrades & Replacement	
Category	Public Facilities	
Department	1210 - EXPO CENTER	Pending Project
Ward	Ward 6	
ID	26-1210-05	
Project Description Upgrades to heaters and lighting on Fred Humphrey Pavilion and Otto Krausee buildings.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Expo IT Equipment & Upgrades					
Category	Public Facilities					
Department	1210 - EXPO CENTER	Pending Project				
Ward	Ward 6					
ID	26-1210-01					
Project Description Upgrades to WIFI Equipment for EXPO.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	90,000	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$90,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Expo Overhead Replacement	
Category	Public Facilities	
Department	1210 - EXPO CENTER	Pending Project
Ward	Ward 6	
ID	26-1210-03	
Project Description Replace overhead doors at EXPO.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	175,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$175,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Heart of Oklahoma Expo Center Enhancements and Remodel	
Category	Public Facilities	
Department	1210 - EXPO CENTER	Approved Project
Ward	Ward 6	
ID	24-1210-01	
Project Description Continue facility updates at the Shawnee Heart of Oklahoma Expo Center.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	0	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	575,000	575,000	575,000	0	0	0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$575,000	\$575,000	\$575,000	\$575,000	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Expo Pylon Sign Repair or Replacement	
Category	Public Facilities	
Department	1210 - EXPO CENTER	Pending Project
Ward	Ward 6	
ID	26-1210-04	
Project Description Repair or replace broken sign.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	35,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$35,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Expo Water Truck		
Category	Public Facilities		
Department	1120 - RECREATION	Pending Project	
Ward	Ward 6		
ID	26-1210-02		
Project Description Purchase a Water Truck for dust control at the Expo.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	100,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$100,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Library Roof Replacement					
Category	Public Facilities					
Department	1110 - LIBRARY	Approved Project				
Ward	Ward 3					
ID	24-1110-04					
Project Description Replace the roof at the Shawnee Public Library.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	150,000	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

American Rescue Plan

Fund 304

Federal American Rescue Plan Act (ARPA) funds were received through a direct allocation from the U.S. Treasury, as well as through a non-competitive and competitive grant application for State ARPA funds.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

304 - AMERICAN RESCUE PLAN FUNDS

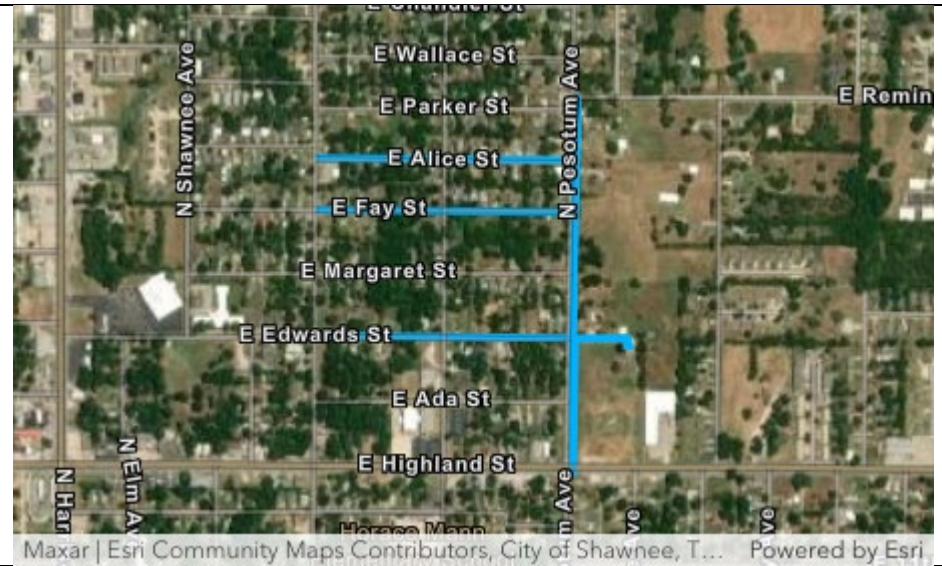
Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)	\$2,000,000	\$0	\$0	\$0	\$0	\$0
Hayes Street Water Line Project (ARPA-funded)	\$100,000	\$0	\$0	\$0	\$	\$0
Walnut Street Water Line Project	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0
Total	\$3,300,000	\$1,200,000	\$0	\$0	\$0	\$0

Total record count: 3

304 - AMERICAN RESCUE PLAN FUNDS

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Edwards, Fay, Alice, and Pesotum Water Line Project (ARPA-funded)	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Approved Project
Ward	Ward 4	
ID	C-23-06	
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	2,000,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,000,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Hayes Street Water Line Project (ARPA-funded)	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Approved Project
Ward	Ward 3	
ID	24-0810-15	
Project Description Replace and upsize waterlines to increase availability and reliability of water in the area. (West of Aydelotte Ave.)		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	100,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0	0	0
Total	\$100,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Walnut Street Water Line Project	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Approved Project
Ward	Ward 4	
ID	24-1040-03	
Project Description Replace a segment of waterline and extend the existing waterline to create a loop. The project is designed to increase availability and reliability of water in the area. (West of Bryan Ave. to Osage Ave.)		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	1,200,000	1,200,000	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,200,000	\$1,200,000	\$0	\$0	\$0	\$0

American Rescue Plan

Fund 304

Shawnee Municipal Authority

Fund 501

City of Shawnee

FY 2026-2030 Capital Improvement Plan

304 - AMERICAN RESCUE PLAN FUNDS, 501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Annual Sewer Pipe Bursting	\$0	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000
Sewer Pipe Bursting (ARPA Funded)	\$1,800,000	\$0	\$0	\$0	\$	\$0
Total	\$1,800,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000

Total record count: 2

304 - AMERICAN RESCUE PLAN FUNDS, 501 - SHAWNEE MUNICIPAL AUTHORITY

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Sewer Pipe Bursting (ARPA Funded)		 Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri			
Category	Utilities					
Department	1070 - SEWER COLLECTION	Pending Project				
Ward	Ward 1, Ward 2, Ward 3, Ward 4, Ward 6					
ID	C-23-08					
Project Description Replace 7,500 feet of key sewer mains identified in the City's application for State ARPA funds, using pipe bursting or trenchless sewer repair.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	1,800,000	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$1,800,000	\$0	\$0	\$0	\$	\$0

Shawnee Municipal Authority

Fund 501

The Shawnee Municipal Authority Fund accounts for the construction or major reconstruction of water and sewer capital projects. The fund's major funding source are water, sewer, and sanitation user charges.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

501 - SHAWNEE MUNICIPAL AUTHORITY

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Broadway Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$875,000
Bypass Pump	\$62,000	\$0	\$0	\$0	\$0	\$0
CCTV System	\$109,000	\$0	\$0	\$0	\$0	\$0
Equipment Trailer	\$46,000	\$0	\$0	\$0	\$0	\$0
Farrall Street Lift Station	\$200,000	\$0	\$0	\$0	\$0	\$0
Georgia Street Lift Station Upgrade	\$200,000	\$0	\$0	\$0	\$0	\$0
Golden Acres Water Line Loop Project	\$0	\$0	\$0	\$0	\$0	\$1,030,000
Highland Street Water Line Project	\$0	\$0	\$150,000	\$1,740,000	\$0	\$0
Hoffman's Addition Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,050,000
Independence Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$930,000
Lift Station Truck	\$100,000	\$0	\$0	\$0	\$0	\$0

501 - SHAWNEE MUNICIPAL AUTHORITY

Line Maintenance Fleet Replacement	\$92,000	\$92,000	\$92,000	\$92,000	\$0	\$460,000
Locating Fleet	\$50,000	\$0	\$0	\$0	\$0	\$0
Locating Machines	\$45,000	\$0	\$0	\$0	\$0	\$0
MacArthur Street Water Line Project	\$0	\$0	\$0	\$0	\$0	\$1,830,000
Pulaski Street Water Line Project	\$0	\$510,000	\$490,000	\$0	\$0	\$0
SW Loop Water Main Project	\$2,000,000	\$0	\$0	\$0	\$0	\$0
Tandem for Sludge Removal	\$225,000	\$0	\$0	\$0	\$0	\$0
Treatment Plant Fleet Replacement	\$50,000	\$0	\$0	\$0	\$0	\$0
Wallace Street and Union Avenue Water Line Project	\$0	\$0	\$0	\$0	\$0	\$2,160,000
Wastewater Treatment Plant Updates	\$15,000,000	\$0	\$0	\$0	\$0	\$0
Water Pump	\$60,000	\$0	\$0	\$0	\$0	\$0
Water Treatment Plant Lagoon Outfall Structure / Flow Meter	\$150,000	\$0	\$0	\$0	\$0	\$0
Total	\$18,389,000	\$602,000	\$732,000	\$1,832,000	\$0	\$8,335,000

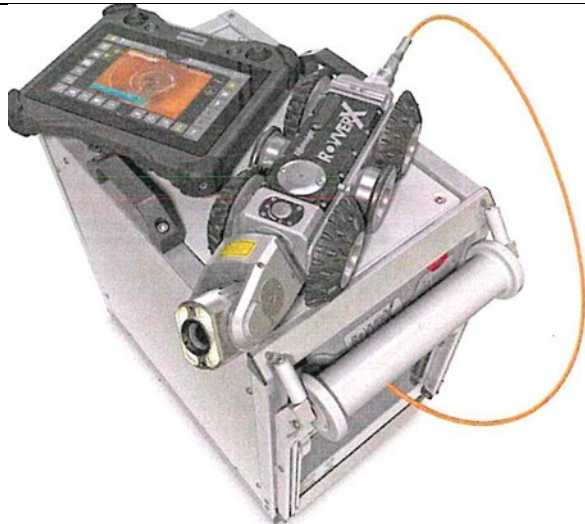
Total record count: 23

501 - SHAWNEE MUNICIPAL AUTHORITY

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Bypass Pump					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Pending Project				
Ward	Not Applicable					
ID	26-1040-08					
Project Description New Byapss Pump						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$62,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$62,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	CCTV System		
Category	Utilities		
Department	1040 - WATER DISTRIBUTION	Pending Project	
Ward	Not Applicable		
ID	26-1040-04		
Project Description			
CCTV System			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$109,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$109,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Equipment Trailer	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Pending Project
Ward	Not Applicable	
ID	26-1040-03	

Project Description

Equipment trailer due to safety issues with the current one.



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$46,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$46,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Farrall Street Lift Station					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Pending Project				
Ward	Ward 3					
ID	26-1040-07					
Project Description Upgrading the existing lift station.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$200,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Georgia Street Lift Station Upgrade					
Category	Utilities					
Department	1070 - SEWER COLLECTION	Approved Project				
Ward	Ward 1					
ID	24-0810-20					
Project Description Upgrade the existing lift station west of Georgia Street to submersible pumps.			Maxar, Microsoft Esri Community Maps Contributors, City of S... Powered by Esri			
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	200,000	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	0	0	0	0		0
Total	\$200,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Lift Station Truck		
Category	Utilities		
Department	1040 - WATER DISTRIBUTION	Pending Project	
Ward	Not Applicable		
ID	26-1040-05		
Project Description New Lift Station Truck			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	100,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$100,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Line Maintenance Fleet Replacement					
Category	Utilities					
Department	1040 - WATER DISTRIBUTION	Pending Project				
Ward	Not Applicable					
ID	26-1040-02					
Project Description Replacing current fleet with new fleet.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	92,000	92,000	92,000	92,000	92,000	460,000
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$92,000	\$92,000	\$92,000	\$92,000	\$	\$460,000

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Locating Fleet	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Pending Project
Ward	Not Applicable	
ID	26-1040-06	
Project Description New locating fleet.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	50,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Locating Machines		
Category	Utilities		
Department	1040 - WATER DISTRIBUTION	Pending Project	
Ward	Not Applicable		
ID	26-1040-01		
Project Description Unnecessary cost to the city.			Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$45,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$45,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	SW Loop Water Main Project	
Category	Utilities	
Department	1040 - WATER DISTRIBUTION	Pending Project
Ward	Ward 3	
ID	25-1040-01	
Project Description Extending 9,850 feet of 12-inch water line, creating a crucial loop to the west side of Highway 177		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	2,000,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$2,000,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Tandem for Sludge Removal		 Earthstar Geographics Esri, FAO, NOAA, USGS Powered by Esri			
Category	Utilities					
Department	1050 - NORTH SEWER TREATMENT PLANT	Pending Project				
Ward	Not Applicable					
ID	26-1050-01					
Project Description Tandem for sludge removal at the WWT Plant.						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	225,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$225,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Treatment Plant Fleet Replacement		
Category	Utilities		
Department	1050 - NORTH SEWER TREATMENT PLANT	Pending Project	
Ward	Not Applicable		
ID	26-1050-02		
Project Description			
New treatment plant fleet replacing the current one.			

	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	50,000	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$50,000	\$0	\$0	\$0	\$	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Water Pump					
Category	Utilities					
Department	1030 - WATER PRODUCTION	Pending Project				
Ward	Not Applicable					
ID	26-1030-01					
Project Description Water Pump						
	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$60,000	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$60,000	\$0	\$0	\$0	\$	\$0

City of Shawnee

FY 2026-2030 Capital Improvement Plan

Project Title	Water Treatment Plant Lagoon Outfall Structure / Flow Meter	
Category	Utilities	
Department	1030 - WATER PRODUCTION	Pending Project
Ward	Ward 3	
ID	25-1010-01	
Project Description Construct an outfall structure / flow meter for the water treatment plant lagoon.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	150,000	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$150,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Wastewater Treatment Plant Updates	
Category	Utilities	
Department	1010 - UTILITY ADMINISTRATION	Ongoing Project
Ward	Ward 1	
ID	C-20-01	

Project Description

Convert the Southside Wastewater Treatment Plant into a large lift station, construct a cross-town force-main, and construct a new Northside Wastewater Treatment Plant to enhance the facility's treatment process and capacity.



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$	\$0
Vehicle	0	0	0	0		0
Infrastructure	14,000,000	0	0	0		0
Facilities	0	0	0	0		0
Facility Improvements	0	0	0	0		0
Land	0	0	0	0		0
Land Improvements	0	0	0	0		0
Professional Services	1,000,000	0	0	0		0
Total	\$15,000,000	\$0	\$0	\$0	\$	\$0

Shawnee Airport Authority

Fund 511

The Shawnee Airport Authority Fund accounts for the construction or major reconstruction of airport facility projects. The fund's major funding source include rental revenues and federal grants for capital projects.

City of Shawnee

FY 2026-2030 Capital Improvement Plan

511 - SHAWNEE AIRPORT AUTHORITY

Project Title	FY2026	FY2027	FY 2028	FY 2029	FY 2030	FY31-35
Construct New Fuel Farm / New Location	\$0	\$0	\$711,960	\$0	\$0	\$0
Construct New T-Hangar Taxilane	\$781,819	\$0	\$0	\$0	\$0	\$0
Design and Construct South East Hangar and Apron	\$0	\$41,275	\$0	\$0	\$0	\$0
Design and Construct Taxilane for South East Hangar	\$136,500	\$0	\$0	\$0	\$0	\$0
Design and Construct Two New Ten-Unit T-hangars	\$1,200,000	\$0	\$0	\$0	\$0	\$0
Design and Construction of New Airport Terminal	\$0	\$2,825,000	\$0	\$0	\$0	\$0
Design and Construction of South East Roadway and Supporting Utilities	\$0	\$82,500	\$0	\$0	\$0	\$0
Rehabilitate Fuel Farm	\$0	\$0	\$1,423,920	\$0	\$0	\$0
Rehabilitate Precision Approach Pathway Indicator (PAPI) Light System	\$14,885	\$0	\$0	\$0	\$0	\$0

511 - SHAWNEE AIRPORT AUTHORITY

Rehabilitate Taxilane and Apron	\$16,484	\$65,935	\$0	\$0	\$0	\$0
Strengthen Runway 17-35 and Taxiways Design and Construction	\$0	\$0	\$0	\$1,000,000	\$0	\$11,000,000
Taxilane Reconstruction	\$2,038,350	\$0	\$0	\$0	\$0	\$250,000
Terminal Parking Lot Design and Construction	\$0	\$41,350	\$0	\$0	\$0	\$0
Total	\$4,188,038	\$3,056,060	\$2,135,880	\$1,000,000	\$0	\$11,250,000

Total record count: 13

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Construct New T-Hangar Taxilane	
Category	Public Facilities	
Department	0120 - AIRPORT	Pending Project
Ward	Ward 6	
ID		
Project Description Design and construct a new taxilane to support ten new t-hangars.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	781,819	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$781,819	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Design and Construct Two New Ten-Unit T-hangars	
Category	Public Facilities	
Department	0120 - AIRPORT	Pending Project
Ward	Ward 6	
ID		
Project Description Design and construction of two new ten-unit T-hangars to replace the 18-unit t-hangars damaged beyond repair by the 2023 storm event.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	1,200,000	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$1,200,000	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Design and Construct Southeast Hangar and Apron	
Category	Public Facilities	
Department	0120 - AIRPORT	Pending Project
Ward	Ward 6	
ID		

Project Description

Design and construction of a new large scale hangar and supporting aircraft parking apron on the south eastern quadrant of the Shawnee Regional Airport.



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	41,275	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$0	\$41,275	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Rehabilitate Precision Approach Pathway Indicator (PAPI) Light System	
Category	Public Facilities	
Department	0120 - AIRPORT	Pending Project
Ward	Ward 6	
ID	25-0120-03	
Project Description Replace the Precision Approach Pathway Indicator (PAPI) Light System, originally installed in 1997, with a new LED type system.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$14,885	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	0	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	0
Total	\$14,885	\$0	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Rehabilitate Taxilane and Apron	
Category	Public Facilities	
Department	0120 - AIRPORT	Pending Project
Ward	Ward 6	
ID		
Project Description This project includes engineering design and construction to rehabilitate/repair the existing taxilane servicing the t-hangars, box hangars, and planned new t-hangars generally to the south of the main parking apron; it also includes repairs to the main aircraft parking apron to address surface and subsurface conditions including crack seal, full depth repairs as required, and a seal coat to the surface.		



	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	16,484	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	65,935	0	0	0	0
Total	\$16,484	\$65,935	\$0	\$0	\$0	\$0

City of Shawnee
FY 2026-2030 Capital Improvement Plan

Project Title	Taxilane Reconstruction	
Category		
Department	0120 - AIRPORT	Approved Project
Ward	Ward 6	
ID	24-0120-02	
Project Description Reconstruct various taxilanes that grant access to existing publicly owned hangar buildings.		



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	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY31-35
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Vehicle	0	0	0	0	0	0
Infrastructure	2,038,350	0	0	0	0	0
Facilities	0	0	0	0	0	0
Facility Improvements	0	0	0	0	0	0
Land	0	0	0	0	0	0
Land Improvements	0	0	0	0	0	0
Professional Services	0	0	0	0	0	250,000
Total	\$2,038,350	\$0	\$0	\$0	\$0	\$250,000



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

Date: June 16, 2025
To: Board of City Commissioners
From: Kimberly Smith, Finance Director
Subject: Consideration of a resolution adopting the Fiscal Year 2025-2026 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2025, through June 30, 2026.

Background: On April 21, 2025, the proposed Fiscal Year 2025-2026 Budget was presented to the City of Shawnee Board of Commissioners.

On May 22, 2025, the Fiscal Year 2025-2026 Budget proposal was the subject of a formal public hearing.

Prepared in accordance with the City of Shawnee's Municipal Code, Section 2-96, and in compliance with the Oklahoma Municipal Budget Act, Title 11 of the Oklahoma Statutes, Section 17-201 et seq., City staff is requesting that the City Commission consider the approval of a resolution to adopt the Fiscal Year 2025-2026 Budget for the City of Shawnee, finding all things requisite and necessary have been done in the preparation and presentation of the budget.

Restricted accounts are Capital Improvement Fund, Street Improvement Fund, 2018 Capital Improvement Fund, Other Governmental Funds, Debt Service, E-911, Economic Development Fund, Hotel/Motel Fund, Police Sales Tax Fund, Fire Sales Tax Fund, CDBG Home Grants Fund, Cemetery Care Fund, Gifts & Contributions Fund, Tac Increment Financing Fund, Drug Forfeiture Fund, 2023 Capital Improvement Fund, and Opioid Settlement Fund.

Non-restricted accounts are accounts that do not meet the definition of 'restricted' or 'net investment in capital assets'.

The City's policy is to use restricted resources first, then unrestricted resources as they are needed.

Financial Impact: (Refer to attached FY2025-2026 Budget Book)

Attachments: FY25-26 Budget, FY25-26 Budget Public Hearing, FY25-26 Budget Resolution

Staff Recommendation: Approval of Item



Fiscal Year 2026 Proposed Budget

FISCAL YEAR 2025-2026

BUDGET



FUND SUMMARIES



GENERAL FUND

The General Fund is the city's primary operating fund. The following departments provide services directly to citizens or provide support services to the departments:

- General Government includes City Manager and City Attorney
- Finance, Information Technology, Community Development, Expo Operation
- City Clerk includes Municipal Court and Utility Billing
- Public Safety includes Police Administration, Patrol, Criminal Investigations Division, Animal Welfare, Dispatch, Emergency Management, Fire Administration, Fire Suppression, and Fire Training
- Engineering also includes Code Enforcement
- Public Works includes Street, Traffic Control, and Building Maintenance
- Parks and Recreation also includes Cemetery
- Transfers In

The most significant operating revenue is sales tax.

This section of the budget includes the following:

- General Fund estimated revenues
- General Fund estimated expenditures

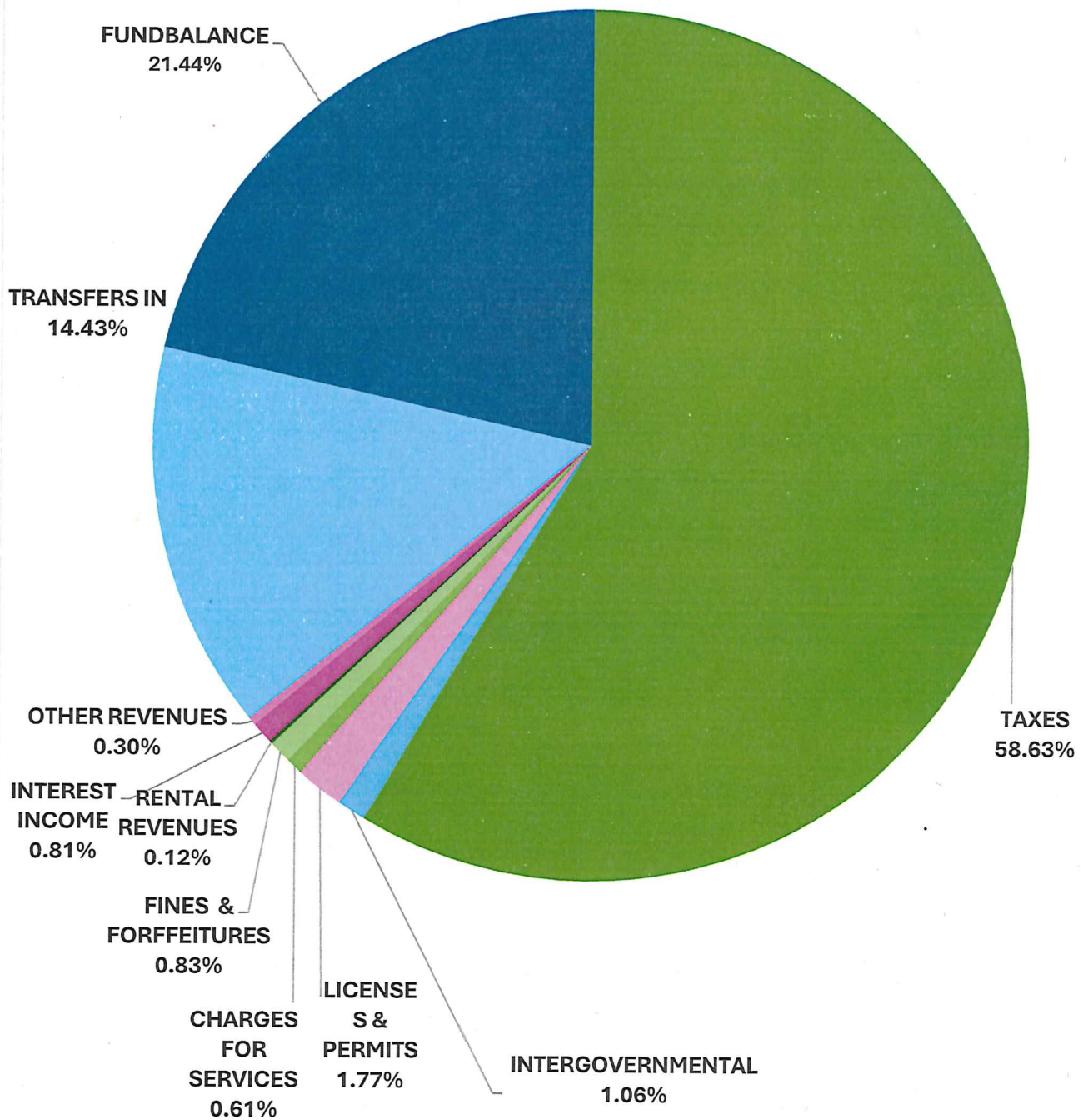


ESTIMATED REVENUES - GENERAL FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 15,531,450	\$ 15,557,812	\$ 15,557,812	\$ 16,533,363
USE TAX	\$ 4,385,102	\$ 4,935,032	\$ 4,935,032	\$ 4,182,760
ALCOHOLIC BEVERAGE TAX	\$ 211,162	\$ 215,000	\$ 215,000	\$ 215,000
CIGARETTE TAX	\$ 194,112	\$ 180,000	\$ 180,000	\$ 180,000
ONG FRANCHISE TAX	\$ 394,700	\$ 350,000	\$ 350,000	\$ 350,000
OG&E FRANCHISE TAX	\$ 1,100,894	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000
ATT INSPECTION FEE	\$ 21,120	\$ 17,500	\$ 17,500	\$ 17,500
VYVE FRANCHINSE/INSP FEE	\$ 44,554	\$ 50,000	\$ 50,000	\$ 50,000
CVEC FRANCHISE	\$ 151,497	\$ 160,000	\$ 160,000	\$ 160,000
PYMT IN LIEU OF FRANCHISE	\$ 20,910	\$ 16,000	\$ 16,000	\$ 16,000
PYMT IN LIEU OF TAXES	\$ 67,396	\$ 27,000	\$ 27,000	\$ 27,000
NUISANCE/OTHER TAXES	\$ 99,713	\$ 50,000	\$ 50,000	\$ 100,000
TAXES SUBTOTAL	\$ 22,222,610	\$ 22,758,344	\$ 22,758,344	\$ 23,031,623
INTERGOVERNMENTAL				
FEDERAL GRANT REVENUE	\$ 16,341	\$ 28,349	\$ 28,349	\$ -
STATE GRANT REVENUE	\$ 1,548	\$ -	\$ -	\$ -
INCARCERATION COSTS	\$ 132	\$ 1,500	\$ 1,500	\$ 1,500
SHAWNEE HOUSING AUTH/IA	\$ 41,250	\$ 50,000	\$ 50,000	\$ 50,000
INDEPENDENT SCHOOL DIST./IA	\$ 233,549	\$ 235,000	\$ 235,000	\$ 250,000
RE-ACT - IA	\$ 31,500	\$ 30,000	\$ 30,000	\$ 30,000
LEPC GRANT REVENUE	\$ 1,000	\$ -	\$ -	\$ -
COPS GRANT	\$ 49,729	\$ 85,000	\$ 85,000	\$ 85,000
INTERGOVERNMENTAL SUBTOTAL	\$ 375,049	\$ 429,849	\$ 429,849	\$ 416,500
LICENSES & PERMITS				
LICENSES	\$ 254,836	\$ 273,000	\$ 273,000	\$ 285,000
BUILDING PERMITS	\$ 374,940	\$ 300,000	\$ 300,000	\$ 400,000
PET LICENSES & POUND FEE	\$ 7,075	\$ 2,000	\$ 2,000	\$ 2,000
OTHER PERMITS	\$ 9,962	\$ 3,000	\$ 3,000	\$ 10,000
LICENSES & PERMITS SUBTOTAL	\$ 646,813	\$ 578,000	\$ 578,000	\$ 697,000
CHARGES FOR SERVICES				
ACADEMY TUITION	\$ 11,250	\$ -	\$ -	\$ -
PUBLIC SAFETY FEE	\$ 232,808	\$ 230,000	\$ 230,000	\$ 230,000
FIRE PROTECTION REVENUE	\$ 8,234	\$ 8,235	\$ 8,235	\$ 8,235
CHARGES FOR SERVICES SUBTOTAL	\$ 252,292	\$ 238,235	\$ 238,235	\$ 238,235
FINES AND FORFEITURES				
MUNICIPAL COURT FINES	\$ 208,976	\$ 200,000	\$ 200,000	\$ 200,000
MUNICIPAL COURT COSTS	\$ 63,800	\$ 60,000	\$ 60,000	\$ 60,000
JUVENILE ADMIN COSTS	\$ 1,020	\$ -	\$ -	\$ -
JUVENILE FINES	\$ 1,525	\$ -	\$ -	\$ -
TECHNOLOGY FEE	\$ 13,849	\$ 20,000	\$ 20,000	\$ 22,800

COMMUNICATION FEE	\$	13,808	\$	19,900	\$	19,900	\$	22,700
VEHICLE IMPOUND FEES	\$	10,400	\$	17,600	\$	17,600	\$	21,200
FINES AND FORFEITURES SUBTOTAL	\$	313,378	\$	317,500	\$	317,500	\$	326,700
RENTAL REVENUES								
COEDD BLDG RENTAL REVENUE	\$	12,000	\$	12,000	\$	12,000	\$	10,800
COMMUNITY CNTR RENTAL REVENUE	\$	129	\$	1,200	\$	1,200	\$	2,000
PROGRAMMING COMM CENTER	\$	110	\$	800	\$	800	\$	800
POGRAMMING AUDITORIUM	\$	6,537	\$	5,000	\$	5,000	\$	5,000
MUNICIPAL AUDITORIUM RENTAL	\$	9,615	\$	5,000	\$	5,000	\$	5,000
SENIOR CENTER RENTAL	\$	4,811	\$	5,000	\$	5,000	\$	5,000
PARK RESERVATION REVENUE	\$	10,728	\$	1,700	\$	1,700	\$	1,700
PROGRAMMING PARKS	\$	65	\$	-	\$	-	\$	-
T-MOBILE TOWER RENTAL	\$	13,416	\$	13,400	\$	13,400	\$	13,400
OTHER RENTAL REVENUE	\$	5,000	\$	5,000	\$	5,000	\$	5,000
RENTAL REVENUES SUBTOTAL	\$	62,411	\$	49,100	\$	49,100	\$	48,700
INTEREST INCOME								
INTEREST INCOME	\$	683,996	\$	300,000	\$	300,000	\$	300,000
INTEREST INCOME - SALES TAX	\$	19,571	\$	11,800	\$	11,800	\$	14,200
INTEREST INCOME - USE TAX	\$	6,004	\$	3,100	\$	3,100	\$	4,100
INTEREST INCOME SUBTOTAL	\$	709,571	\$	314,900	\$	314,900	\$	318,300
OTHER REVENUES								
CEMETERY LOT SALES	\$	17,025	\$	7,000	\$	7,000	\$	7,000
OTHER CEMETERY REVENUE	\$	3,499	\$	15,000	\$	15,000	\$	15,000
FIRE RUNS	\$	143	\$	2,000	\$	2,000	\$	2,000
SALE OF SURPLUS PROPERTY	\$	40,538	\$	-	\$	-	\$	-
POLICE REPORTS	\$	776	\$	500	\$	500	\$	500
OTHER MISCELLANEOUS REVENUE	\$	92,172	\$	20,000	\$	20,000	\$	20,000
FINGERPRINTNG REVENUE	\$	1,100	\$	2,500	\$	2,500	\$	2,500
STATE INSURANCE SUBSIDY	\$	47,692	\$	50,000	\$	50,000	\$	55,000
REFUNDS & REIMBURSEMENTS	\$	89,632	\$	10,000	\$	10,000	\$	10,000
PROJECT HEART REVENUE	\$	6,000	\$	6,000	\$	6,000	\$	6,500
OTHER REVENUE SUBTOTALS	\$	298,577	\$	113,000	\$	113,000	\$	118,500
TRANSFERS IN								
TRANSFER FROMM SMA	\$	4,560,000	\$	4,560,000	\$	4,560,000	\$	4,650,000
TRANSFER FROM POLICE TAX FUND	\$	485,969	\$	486,182	\$	486,182	\$	508,497
TRANSFER FROM FIRE TAX FUND	\$	485,969	\$	486,182	\$	486,182	\$	508,497
TRANSFERSS IN SUBTOTAL	\$	5,531,938	\$	5,532,364	\$	5,532,364	\$	5,666,994
FUND BALANCE								
GENERAL FUND	\$	4,163,342	\$	8,221,353	\$	5,438,371	\$	8,421,019
FUND BALANCE SUBTOTAL	\$	4,163,342	\$	8,221,353	\$	5,438,371	\$	8,421,019
GRAND TOTAL	\$	34,575,981	\$	38,552,645	\$	35,769,663	\$	39,283,571

ESTIMATED REVENUES - GENERAL FUND

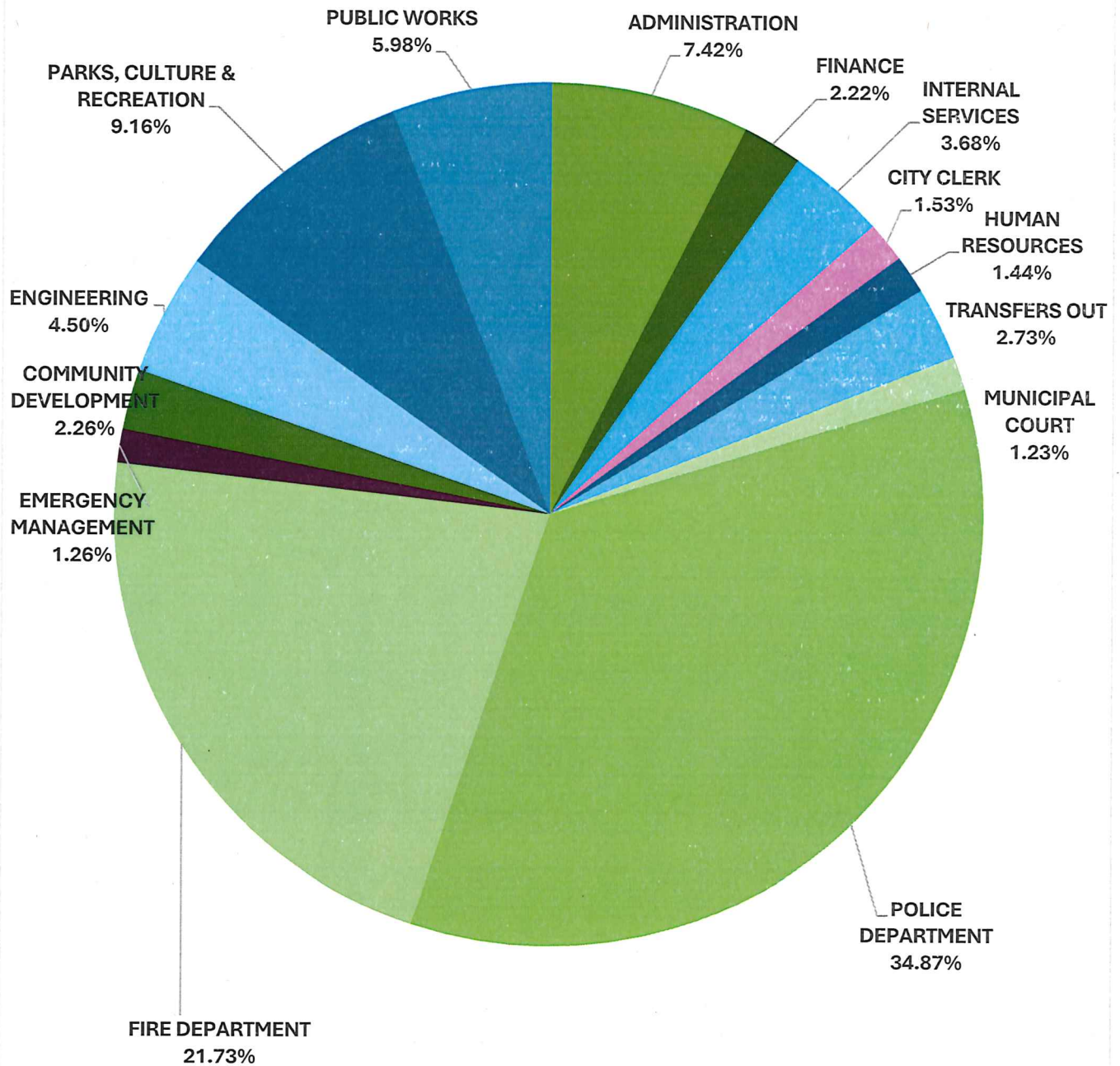


ESTIMATED EXPENDITURE - GENERAL FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
ADMINISTRATION				
CITY MANAGER	\$ 1,935,350	\$ 1,640,721	\$ 2,402,386	\$ 2,036,665
CITY ATTORNEY	\$ 250,000	\$ 250,000	\$ 250,000	\$ 325,000
ADMINISTRATION SUBTOTAL	\$ 2,185,350	\$ 1,890,721	\$ 2,652,386	\$ 2,361,665
FINANCE				
FINANCE	\$ 717,156	\$ 717,156	\$ 732,828	\$ 706,800
FINANCE SUBTOTAL	\$ 717,156	\$ 717,156	\$ 732,828	\$ 706,800
INTERNAL SERVICES				
INFORMATION TECHNOLOGY	\$ 595,740	\$ 595,740	\$ 648,933	\$ 699,147
BUILDING MAINTENANCE	\$ 338,594	\$ 360,094	\$ 387,389	\$ 472,229
INTERNAL SERVICES SUBTOTAL	\$ 934,334	\$ 955,834	\$ 1,036,322	\$ 1,171,376
CITY CLERK				
CITY CLERK	\$ 415,855	\$ 415,885	\$ 432,827	\$ 485,668
CITY CLERK SUBTOTAL	\$ 415,855	\$ 415,885	\$ 432,827	\$ 485,668
HUMAN RESOURCES				
HUMAN RESOURCES	\$ 476,833	\$ 477,671	\$ 492,854	\$ 459,785
HUMAN RESOURCES SUBTOTAL	\$ 476,833	\$ 477,671	\$ 492,854	\$ 459,785
TRANSFERS OUT				
TRANSFERS OUT	\$ 696,948	\$ 696,948	\$ 862,324	\$ 867,554
TRANSFERS OUT SUBSUBTOTAL	\$ 696,948	\$ 696,948	\$ 862,324	\$ 867,554
CITY CLERK				
MUNICIPAL COURT	\$ 488,228	\$ 489,241	\$ 481,928	\$ 392,353
CITY CLERK SUBTOTAL	\$ 488,228	\$ 489,241	\$ 481,928	\$ 392,353
POLICE DEPARTMENT				
POLICE ADMINISTRATION	\$ 669,000	\$ 671,072	\$ 674,389	\$ 725,203
POLICE PATROL	\$ 6,708,230	\$ 6,867,767	\$ 7,577,341	\$ 8,155,423
CRIMINAL INVESTIGATIONS DIVISION	\$ 1,091,917	\$ 1,116,749	\$ 734,308	\$ 935,921
ANIMAL WELFARE	\$ 306,589	\$ 306,589	\$ 344,139	\$ 335,267
DISPATCH	\$ 807,837	\$ 814,733	\$ 661,352	\$ 943,328
POLICE DEPARTMENT SUBTOTAL	\$ 9,583,573	\$ 9,776,910	\$ 9,991,529	\$ 11,095,142

FIRE DEPARTMENT				
FIRE ADMINISTRATION	\$ 765,005	\$ 759,944	\$ 817,151	\$ 981,724
FIRE SUPPRESSION	\$ 5,598,354	\$ 5,644,475	\$ 5,940,780	\$ 5,702,094
FIRE TRAINING	\$ 394,043	\$ 390,543	\$ 251,423	\$ 230,029
FIRE DEPARTMENT SUBTOTAL	\$ 6,757,402	\$ 6,794,962	\$ 7,009,354	\$ 6,913,847
EMERGENCY MANAGEMENT				
EMERGENCY MANAGEMENT	\$ 1,813,646	\$ 1,835,194	\$ 1,093,045	\$ 399,377
EMERGENCY MANAGEMENT SUBTOTAL	\$ 1,813,646	\$ 1,835,194	\$ 1,093,045	\$ 399,377
COMMUNITY DEVELOPMENT				
COMMUNITY DEVELOPMENT	\$ 414,829	\$ 668,342	\$ 605,561	\$ 719,476
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 414,829	\$ 668,342	\$ 605,561	\$ 719,476
ENGINEERING				
ENGINEERING	\$ 438,738	\$ 438,738	\$ 491,448	\$ 460,127
CODE ENFORCEMENT	\$ 1,001,373	\$ 1,298,220	\$ 1,028,799	\$ 971,660
ENGINEERING SUBTOTAL	\$ 1,440,111	\$ 1,736,958	\$ 1,520,247	\$ 1,431,787
PARKS, CULTURE & RECREATION				
PARKS	\$ 995,673	\$ 1,049,882	\$ 1,265,776	\$ 1,359,451
MUNICIPAL AUDITORIUM	\$ 481,219	\$ 493,149	\$ 532,991	\$ 604,862
EXPO CENTER	\$ 928,948	\$ 928,948	\$ 944,250	\$ 949,250
PARKS, CULTURE & RECREATION SUBTOTAL	\$ 2,405,840	\$ 2,471,979	\$ 2,743,017	\$ 2,913,563
PUBLIC WORKS				
STREETS	\$ 1,151,498	\$ 1,223,746	\$ 1,182,341	\$ 1,251,420
TRAFFIC CONTROL	\$ 311,014	\$ 572,050	\$ 336,937	\$ 405,399
CEMETERY	\$ 214,894	\$ 220,672	\$ 256,720	\$ 244,810
PUBLIC WORKS SUBTOTAL	\$ 1,677,406	\$ 2,016,468	\$ 1,775,998	\$ 1,901,629
GRAND TOTAL	\$ 30,007,511	\$ 30,944,269	\$ 31,430,220	\$ 31,820,022

ESTIMATED EXPENDITURES - GENERAL FUND



GRANT FUND

The Grant Fund is responsible for recording and expending certain grants received by the city across various departments.

GRANT FUND BUDGETS

- Police Department
 - OK Highway Safety
 - Edward Byrne Memorial Grant
 - SAFE Grant

- Recreation
 - Central OK Economic Development District (COEDD)
 - National Recreation and Park Association (NRPA)

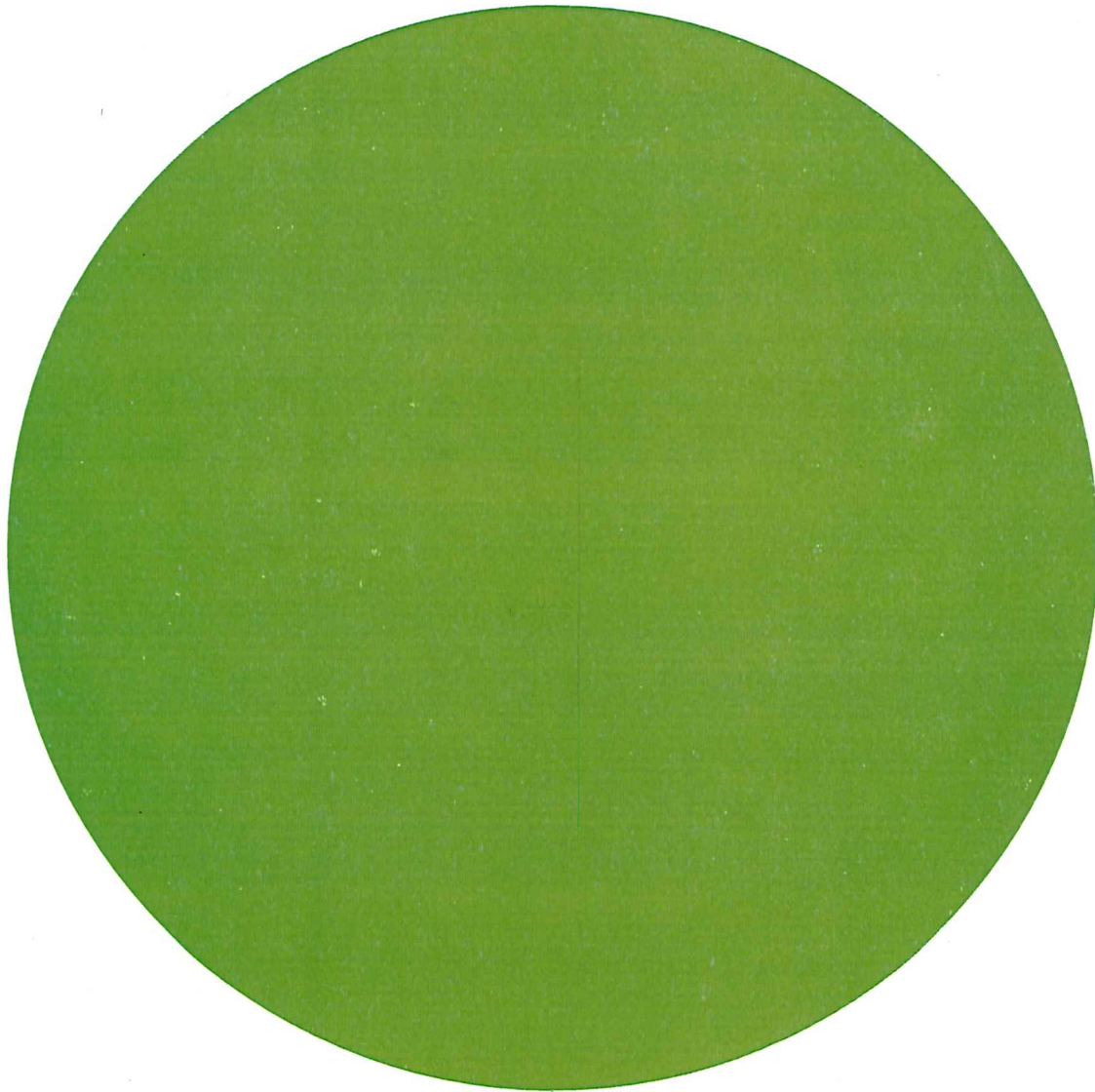
- Emergency Management
 - Federal Emergency Management Agency (FEMA)



ESTIMATED REVENUES - GRANT FUND

	ACTUAL BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26
INTERGOVERNMENTAL							
FEDERAL GRANT REVENUE	\$	-	\$	175,000	\$	175,000	\$ 185,000
STATE GRANT REVENUE	\$	-	\$	57,500	\$	57,500	\$ 57,500
OTTHER GRANT REVENUE	\$	-	\$	4,000	\$	4,000	\$ 4,000
INTERGOVERNMENTAL SUBTOTAL	\$	-	\$	236,500	\$	236,500	\$ 246,500
 GRAND TOTAL	 \$	 -	 \$	 236,500	 \$	 236,500	 \$ 246,500

ESTIMATED REVENUES - GRANT FUND

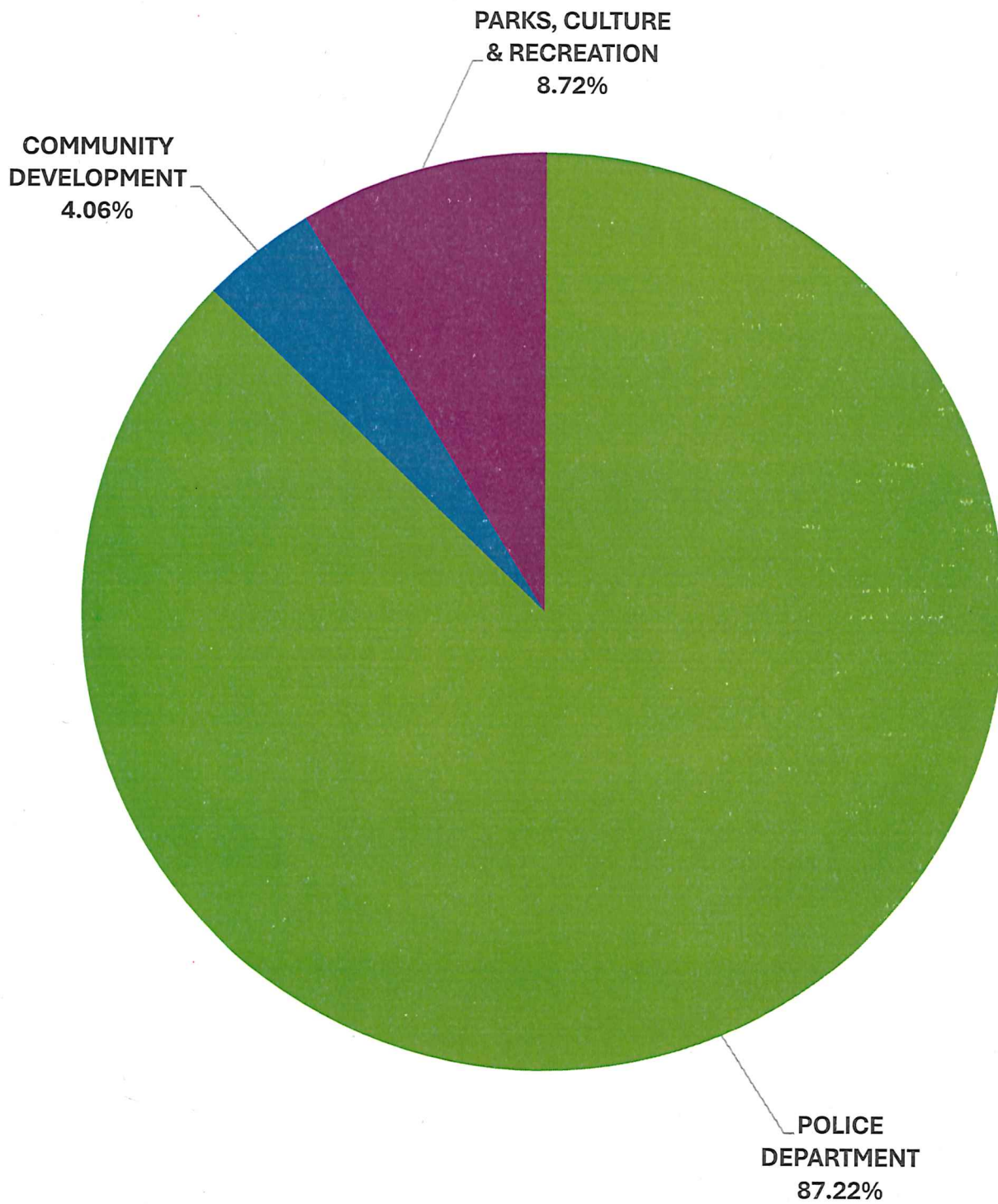


INTERGOVERNMENTAL
100.00%

ESTIMATED EXPENDITURE - GRANT FUND

	ADOPTED BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26
POLICE DEPARTMENT							
PERSONNEL SERVICES	\$	-	\$	100,000	\$	100,000	\$ 100,000
MATERIALS & SUPPLIES	\$	-	\$	20,000	\$	158,507	\$ 20,000
OTHER SERVICES & CHARGES	\$	-	\$	95,000	\$	95,000	\$ 95,000
POLICE DEPARTMENT SUBTOTAL	\$	-	\$	215,000	\$	353,507	\$ 215,000
COMMUNITY DEVELOPMENT							
MATERIALS & SUPPLIES	\$	-	\$	138,507	\$	138,507	\$ 10,000
COMMUNITY DEVELOPMENT SUBTOTAL	\$	-	\$	138,507	\$	138,507	\$ 10,000
PARKS, CULTURE & RECREATION							
PERSONNEL SERVICES	\$	-	\$	17,500	\$	17,500	\$ 17,500
MATERIALS & SUPPLIES	\$	-	\$	4,000	\$	4,000	\$ 4,000
EXPO CENTER	\$	-	\$	-	\$	25,145	\$ -
PARKS, CULTURE & RECREATION SUBTOTAL	\$	-	\$	21,500	\$	46,645	\$ 21,500
TOTAL	\$	-	\$	375,007	\$	538,659	\$ 246,500

ESTIMATED EXPENDITURES - GRANT FUND



STREET AND ALLEY FUND

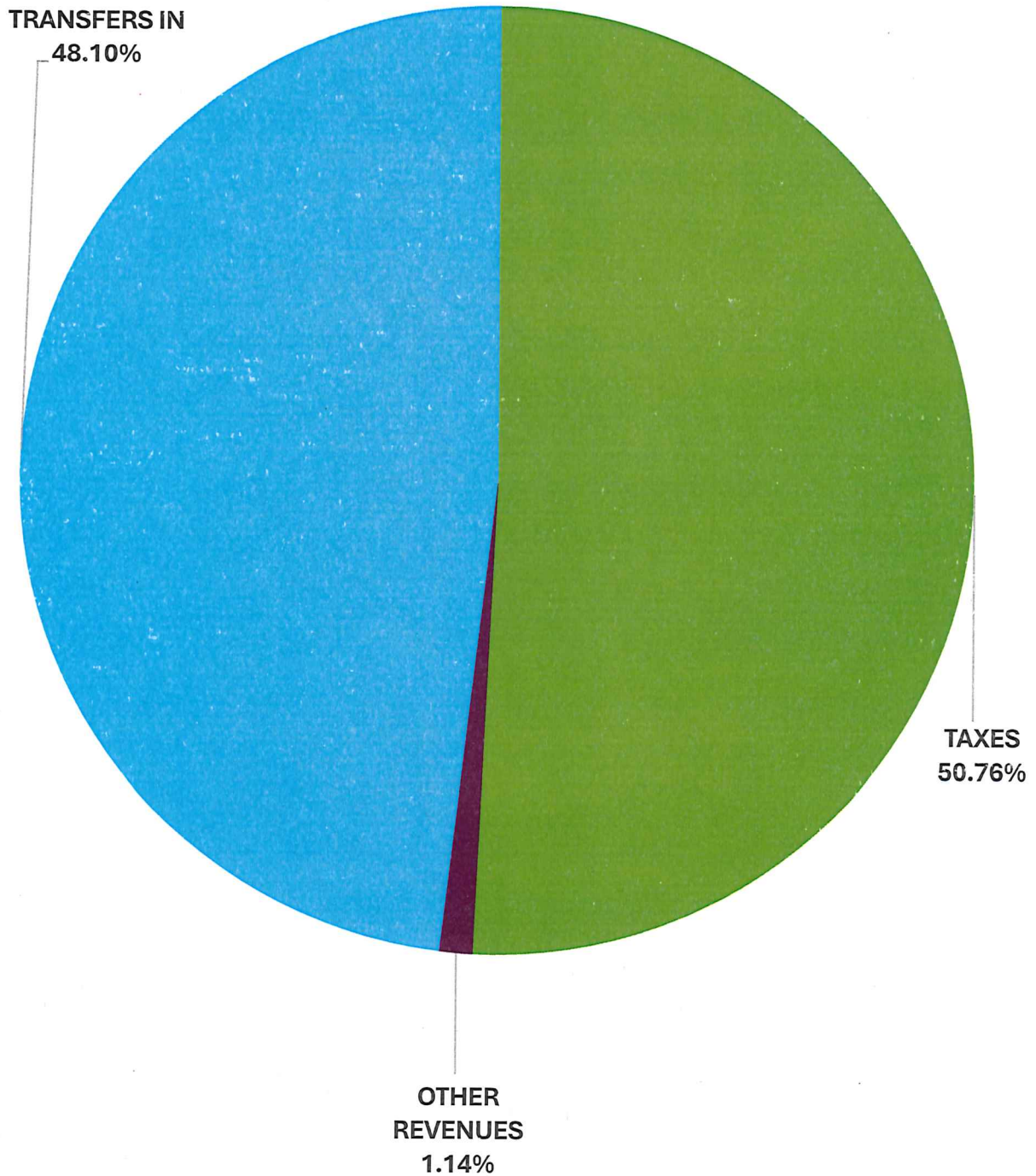
The Street and Alley Fund covers the operation of streetlights for the City of Shawnee streets and thoroughfares.



ESTIMATED REVENUES -STREET & ALLEY FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
EXCISE TAX	\$ 33,377	\$ 55,000	\$ 55,000	\$ 55,000
MOTOR VEHICLE TAX	\$ 233,173	\$ 228,900	\$ 228,900	\$ 228,900
TAXES SUBTOTAL	\$ 266,550	\$ 283,900	\$ 283,900	\$ 283,900
OTHER REVENUES				
OTHER MISC REVENUES	\$ 6,360	\$ 6,360	\$ 6,360	\$ 6,360
OTHER REVENUES SUBTOTAL	\$ 6,360	\$ 6,360	\$ 6,360	\$ 6,360
TRANSFERS IN				
TRANSFERS OUT	\$ 217,000	\$ 269,000	\$ 269,000	\$ 269,000
TRANSFERS IN SUBTOTAL	\$ 217,000	\$ 269,000	\$ 269,000	\$ 269,000
GRAND TOTAL	\$ 489,910	\$ 559,260	\$ 559,260	\$ 559,260

ESTIMATED REVENUES - STREET & ALLEY FUND



ESTIMATED EXPENDITURE - STREET & ALLEY FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
PUBLIC WORKS				
OTHER SERVICES & CHARGES	\$ 548,685	\$ 550,000	\$ 550,000	\$ 550,000
CONTINGENCY	\$ -	\$ 8,900	\$ 8,900	\$ 8,900
PUBLIC WORKS SUBTOTAL	\$ 548,685	\$ 558,900	\$ 558,900	\$ 558,900
TOTAL	\$ 548,685	\$ 558,900	\$ 558,900	\$ 558,900

ESTIMATED EXPENDITURES - STREET & ALLEY FUND



PUBLIC WORKS
100.00%

E-911 FUND

The E-911 Fund assists in maintaining the operations of the City's 911 emergency services through dedicated taxes. These are the following departments included in this fund:

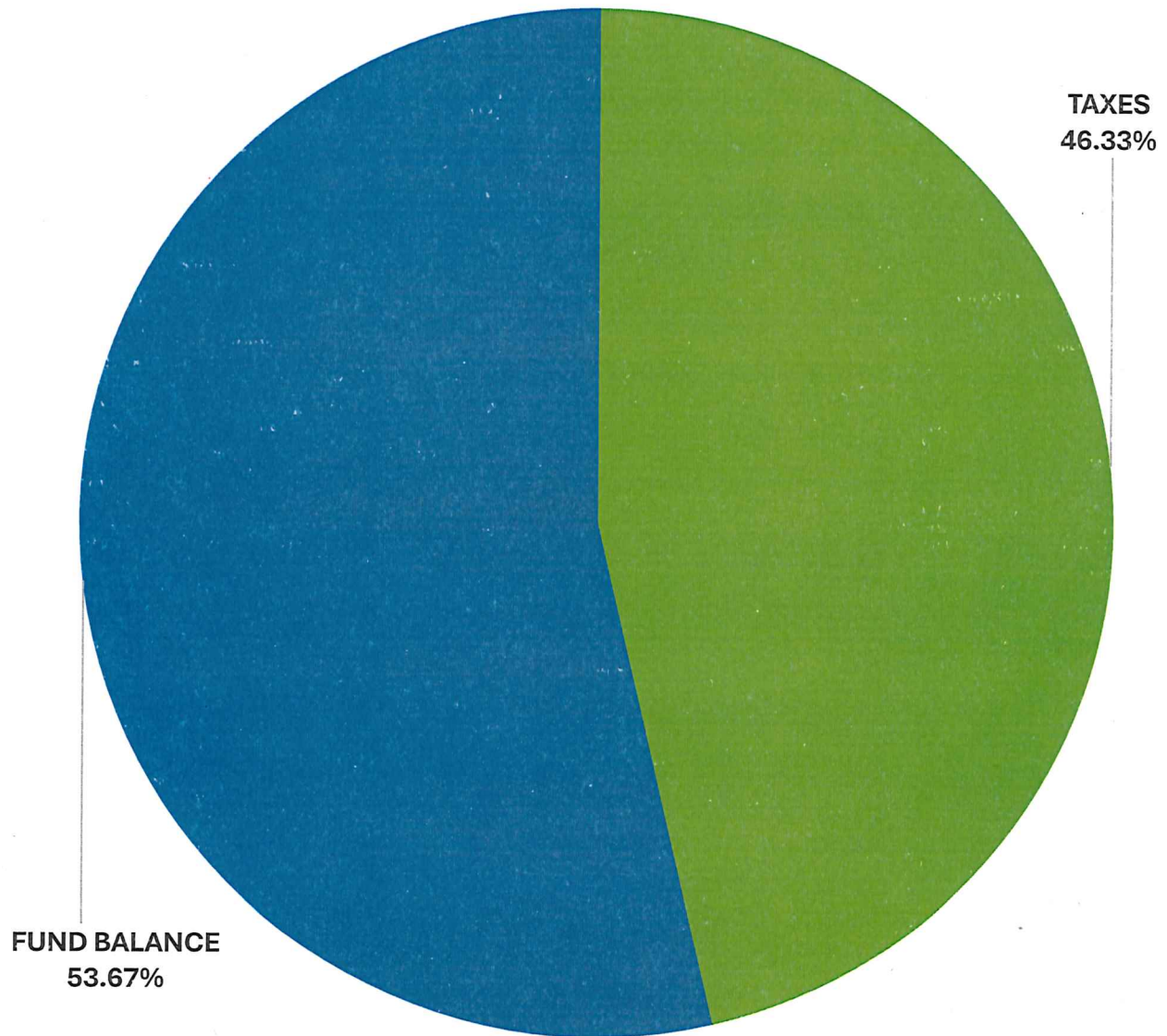
- Dispatch



ESTIMATED REVENUES - E-911 FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
E-911 TAX	\$ 353,444	\$ 414,000	\$ 414,000	\$ 365,000
TAXES SUBTOTAL	\$ 353,444	\$ 414,000	\$ 414,000	\$ 365,000
FUND BALANCE				
BEGINNING FUND BALANCE	\$ 350,651	\$ 414,911	\$ 418,911	\$ 422,911
FUND BALANCE SUBTOTAL	\$ 350,651	\$ 414,911	\$ 418,911	\$ 422,911
 GRAND TOTAL	 \$ 704,095	 \$ 828,911	 \$ 832,911	 \$ 787,911

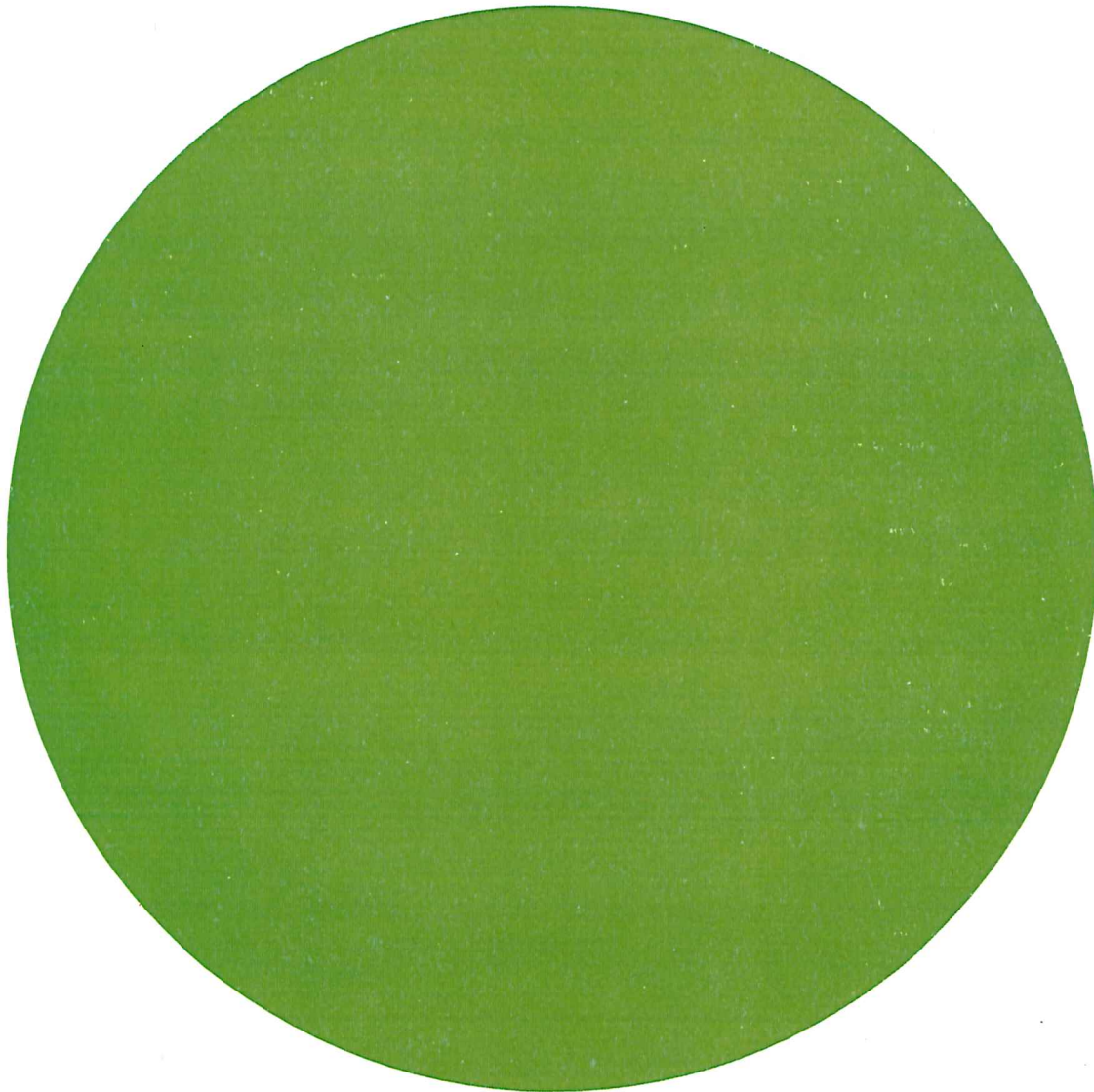
ESTIMATED REVENUE - E-911 FUND



ESTIMATED EXPENDITURE - E-911 FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
POLICE DEPARTMENT				
PERSONNEL SERVICES	\$ -	\$ 187,230	\$ 187,230	\$ 177,230
MATERIALS & SUPPLIES	\$ -	\$ 855	\$ 855	\$ 855
OTHER SERVICES & CHARGES	\$ 239,708	\$ 224,963	\$ 224,963	\$ 231,101
PUBLIC WORKS SUBTOTAL	\$ 239,708	\$ 413,048	\$ 413,048	\$ 409,186
 TOTAL	 \$ 239,708	 \$ 413,048	 \$ 413,048	 \$ 409,186

ESTIMATED EXPENDITURES - E-911 FUND



POLICE
DEPARTMENT
100.00%

ECONOMIC DEVELOPMENT FUND

The Economic Development Fund provides for the City of Shawnee's Economic Development activities through a dedicated sales tax. This includes contracts for Economic Development and providing funding for Shawnee's Sister Cities Program. These are the following departments included in this fund:

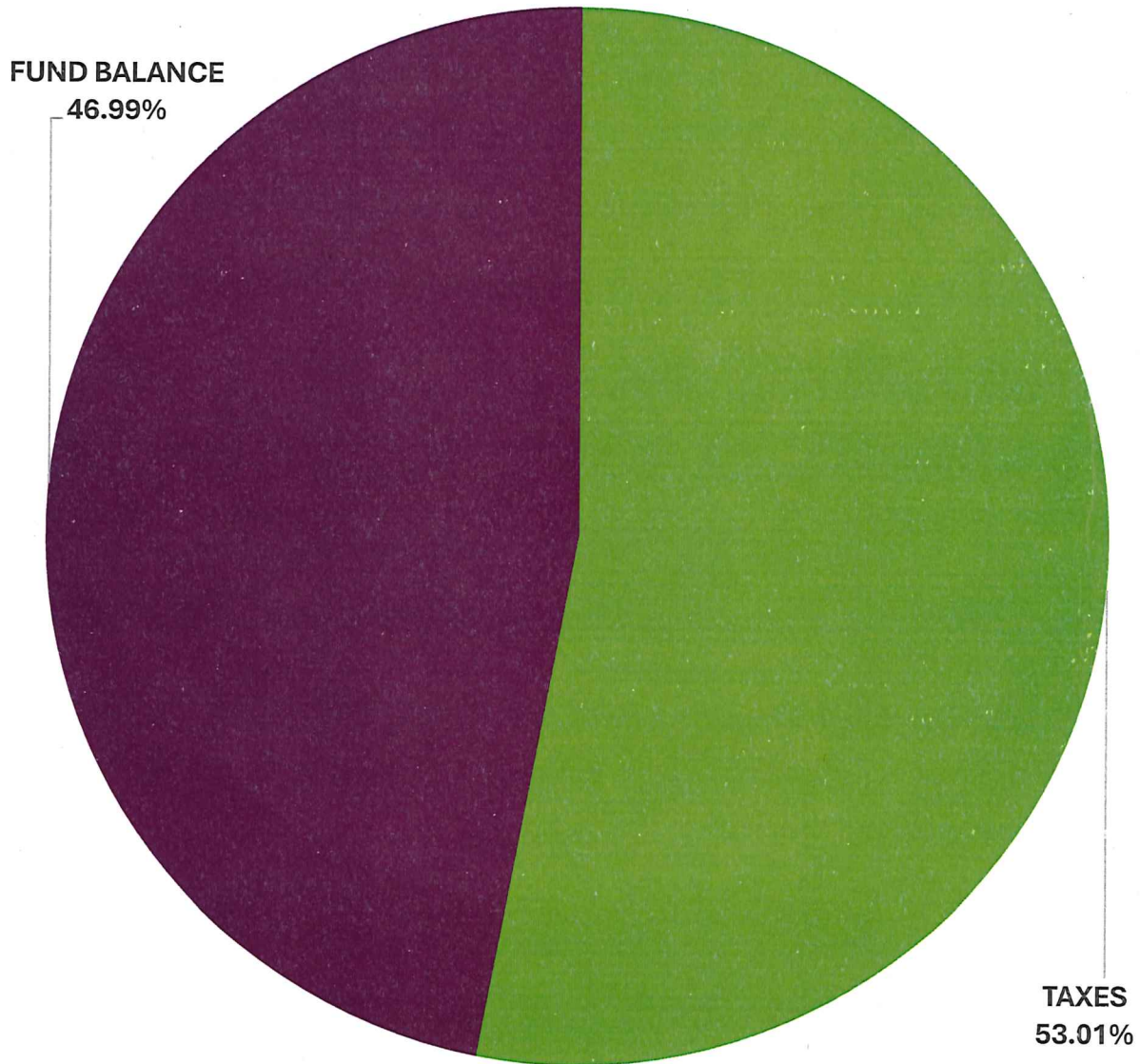
- Economic Development
- Transfers Out



ESTIMATED REVENUES - ECONOMIC DEVELOPMENT FUND

	ACTUAL BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26	
TAXES								
SALES TAX	\$	388,286	\$	388,945	\$	388,945	\$	406,798
TAXES SUBTOTAL	\$	388,286	\$	388,945	\$	388,945	\$	406,798
FUND BALANCE								
BEGINNING FUND BALANCE	\$	158,739	\$	360,218	\$	360,430	\$	360,550
FUND BALANCE SUBTOTAL	\$	158,739	\$	360,218	\$	360,430	\$	360,550
 GRAND TOTAL	 \$	 547,025	 \$	 749,163	 \$	 749,375	 \$	 767,348

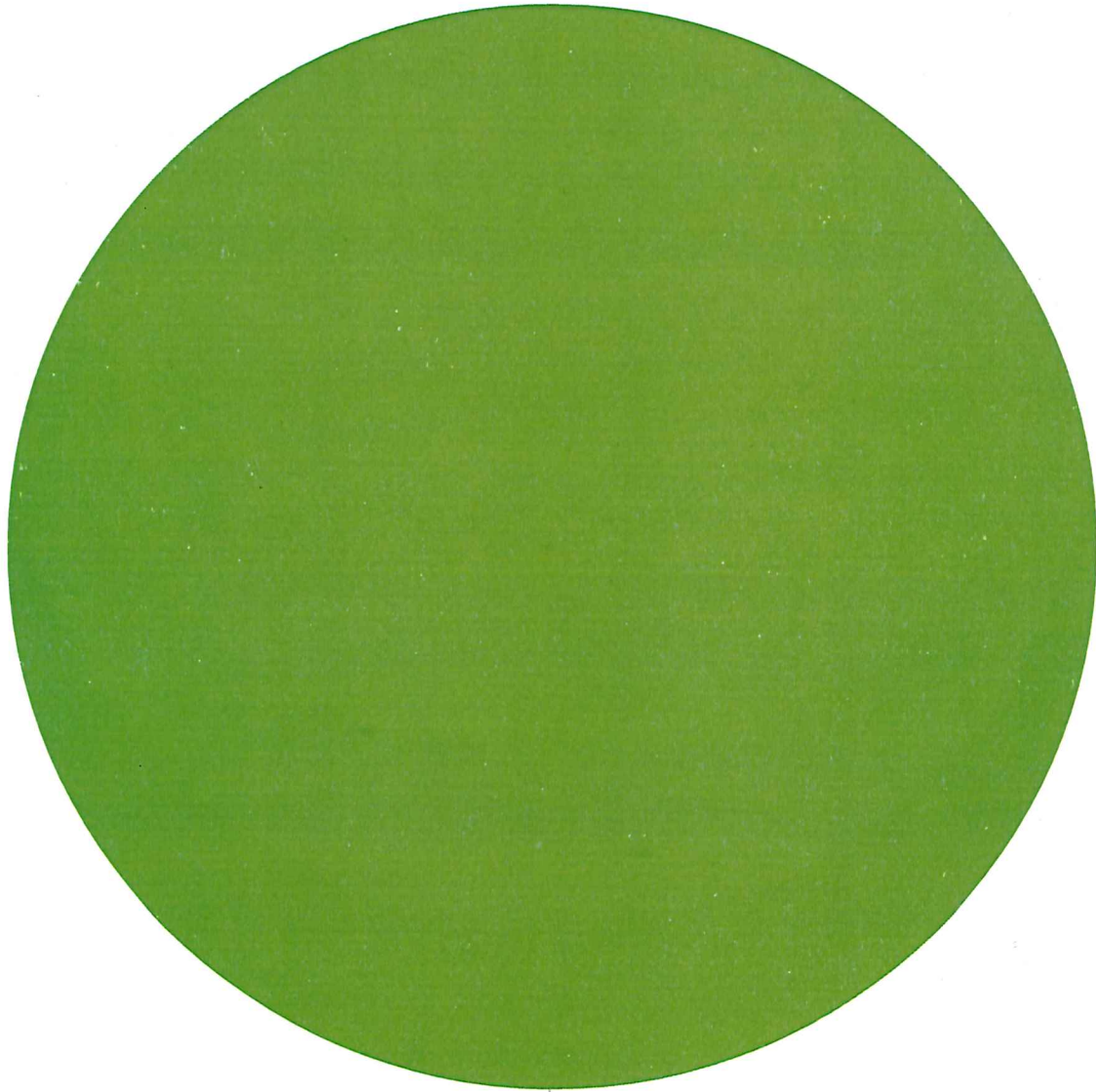
ESTIMATED REVENUES - ECONOMIC DEVELOPMENT FUND



ESTIMATED EXPENDITURE - ECONOMIC DEVELOPMENT FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
ECONOMIC DEVELOPMENT				
OTHER SERVICES & CHARGES	\$ 378,904	\$ 388,000	\$ 516,000	\$ 660,000
ECONOMIC DEVELOPMENT SUBTOTAL	\$ 378,904	\$ 388,000	\$ 516,000	\$ 660,000
TOTAL	\$ 378,904	\$ 388,000	\$ 516,000	\$ 660,000

ESTIMATED EXPENDITURES - ECONOMIC DEVELOPMENT FUND



**ECONOMIC
DEVELOPMENT
100.00%**

SPAY AND NEUTER FUND

The Spay and Neuter Fund provides for the spaying and neutering of animals in the care of Animal Welfare. These are the following departments included in this fund:

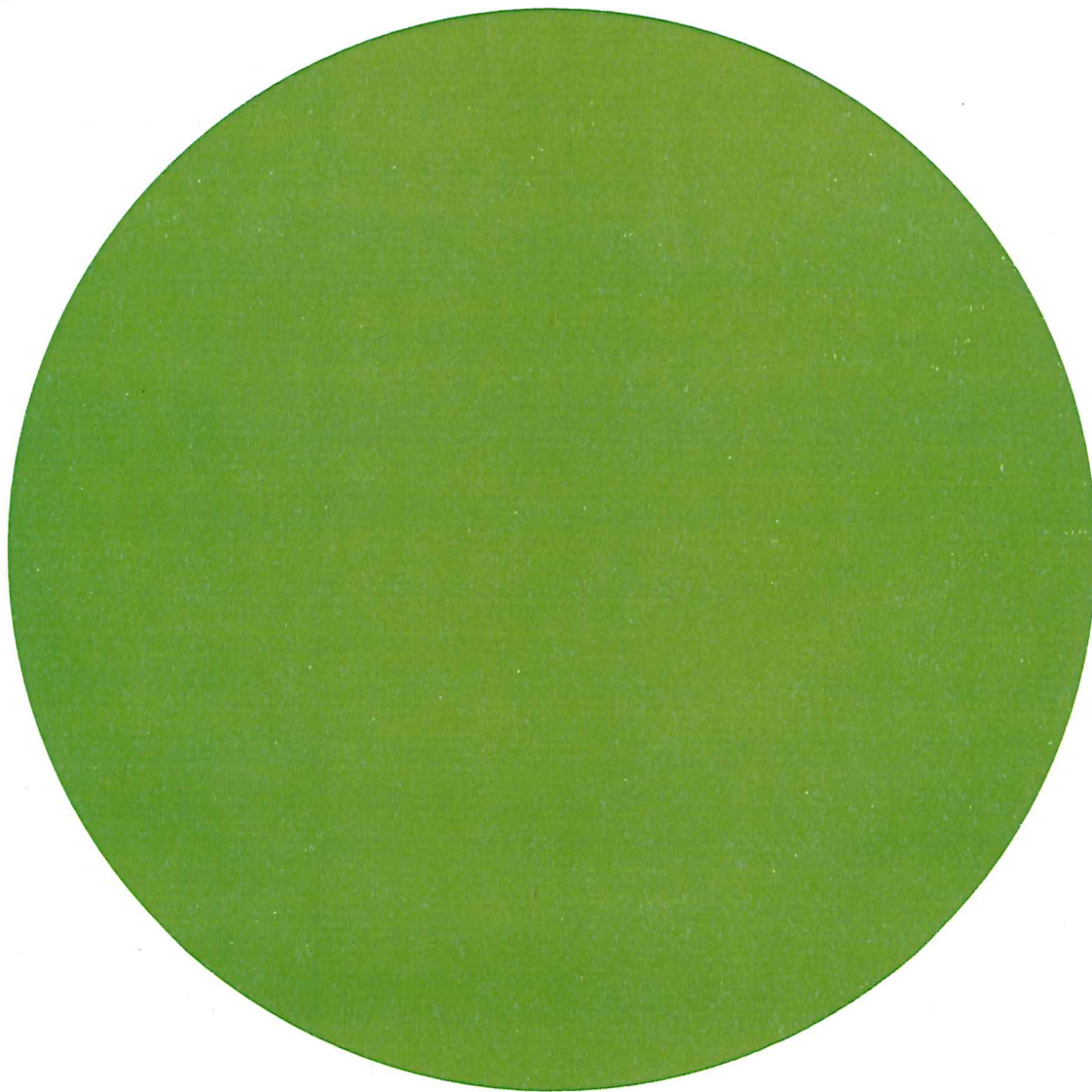
- Animal Welfare



ESTIMATED REVENUES - SPAY/NEUTER FUND

	ACTUAL		ORIGINAL		AMENDED		BUDGET
	BUDGET		BUDGET		BUDGET		2025-26
	2023-24		2024-25		2024-25		
OTHER REVENUES							
SPAY/NEUTER REVENUE	\$	125	\$	2,200	\$	2,200	\$ 2,200
OTHER REVENUES SUBTOTAL	\$	125	\$	2,200	\$	2,200	\$ 2,200
GRAND TOTAL	\$	125	\$	2,200	\$	2,200	\$ 2,200

ESTIMATED REVENUE - SPAY & NEUTER FUND

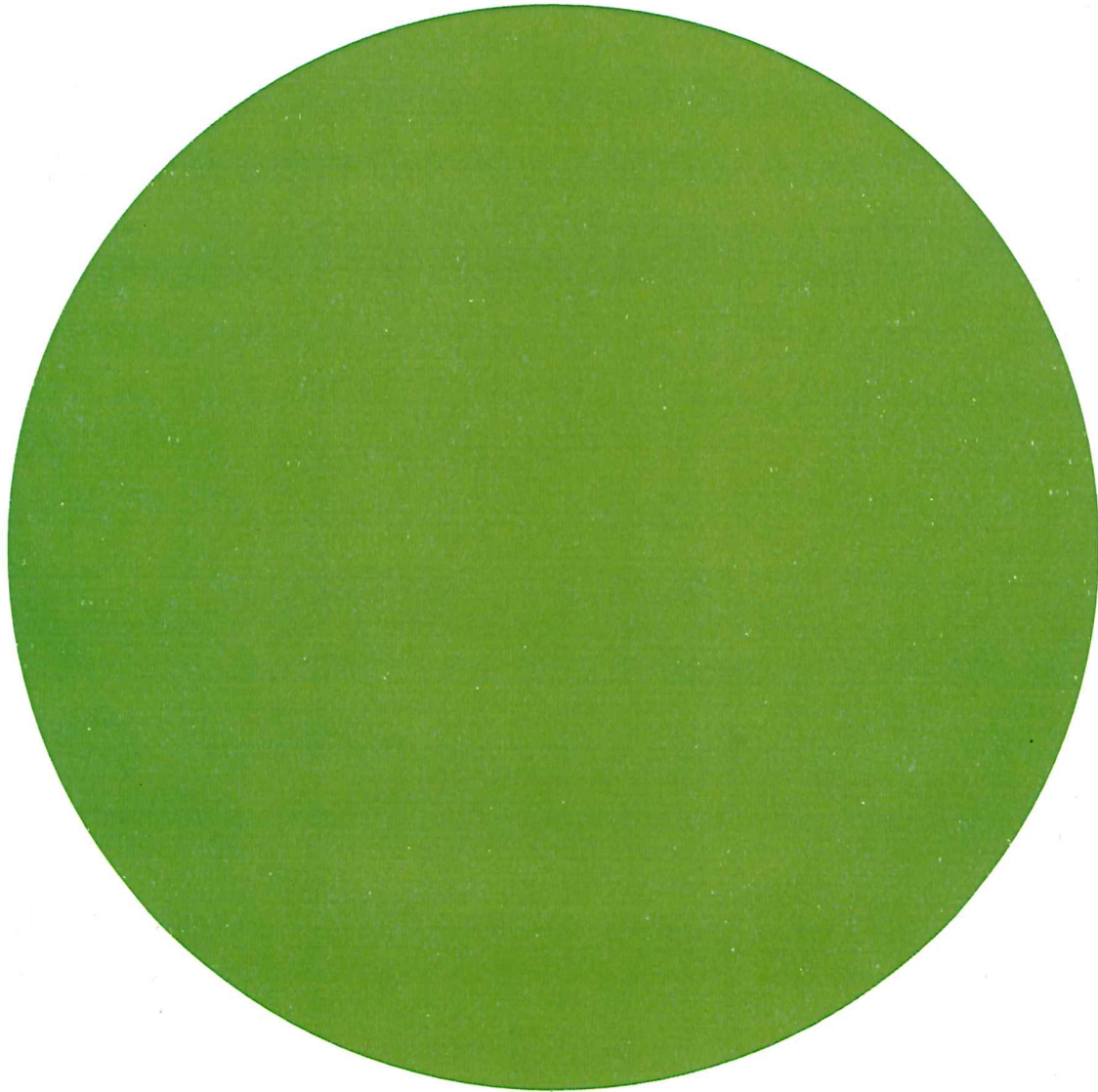


ANIMAL
WELFARE
100.00%

ESTIMATED EXPENDITURE - SPAY/NEUTER FUND

	ADOPTED BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26
POLICE DEPARTMENT							
OTHER SERVICES & CHARGES	\$	-	\$	2,200	\$	2,200	\$ 2,200
POLICE DEPARMTENT TOTAL	\$	-	\$	2,200	\$	2,200	\$ 2,200
TOTAL	\$	-	\$	2,200	\$	2,200	\$ 2,200

ESTIMATED EXPENDITURES - SPAY & NEUTER FUND



**ANIMAL
WELFARE
100.00%**

HOTEL/MOTEL SURCHARGE FUND

The Hotel/Motel Fund accounts for the collection of the City's Hotel/Motel surcharge, used to encourage, promote and foster tourism. These are the following departments included in this fund:

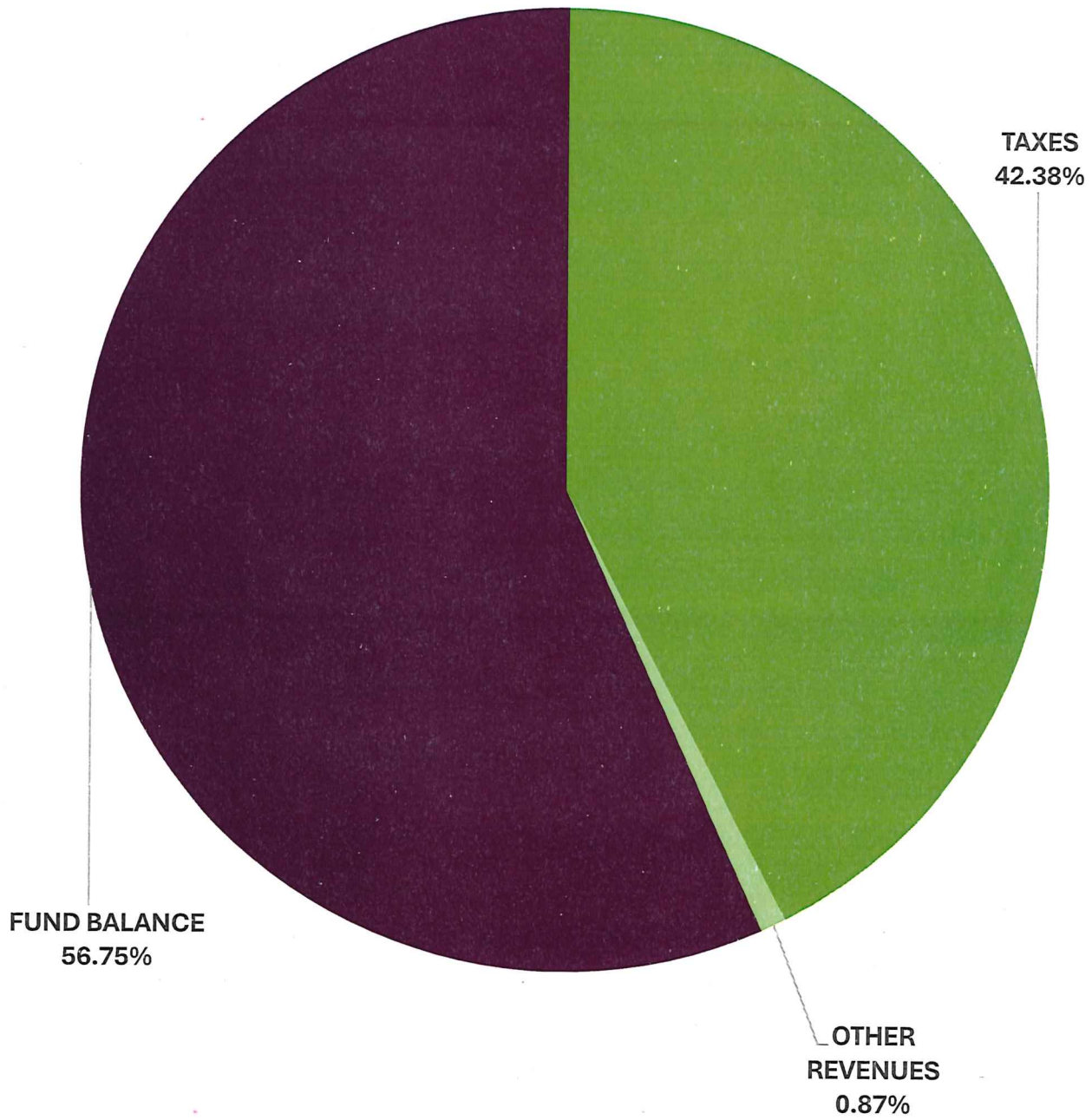
- Tourism



ESTIMATED REVENUES - HOTEL/MOTEL SURCHARGE FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
HOTEL/MOTEL SURCHARGE	\$ 564,603	\$ 574,000	\$ 574,000	\$ 583,580
TAXES SUBTOTAL	\$ 564,603	\$ 574,000	\$ 574,000	\$ 583,580
INTERGOVERNMENTAL				
STATE GRANT REVENUE	\$ 5,100	\$ -	\$ -	\$ -
INTERGOVERNMENTAL SUBTOTAL	\$ 5,100	\$ -	\$ -	\$ -
INTEREST INCOME				
INTEREST INC - HOTEL/MOTEL	\$ 713	\$ -	\$ -	\$ -
INTEREST INCOME SUBTOTAL	\$ 713	\$ -	\$ -	\$ -
OTHER REVENUES				
OTHER MISC REVENUE	\$ 19,431	\$ 12,000	\$ 12,000	\$ 12,000
OTHER REVENUES SUBTOTAL	\$ 19,431	\$ 12,000	\$ 12,000	\$ 12,000
FUND BALANCE				
BEGINNING FUND BALANCE	\$ 543,042	\$ 717,253	\$ 642,852	\$ 781,333
FUND BALANCE SUBTOTAL	\$ 543,042	\$ 717,253	\$ 642,852	\$ 781,333
 GRAND TOTAL	 \$ 1,132,889	 \$ 1,303,253	 \$ 1,228,852	 \$ 1,376,913

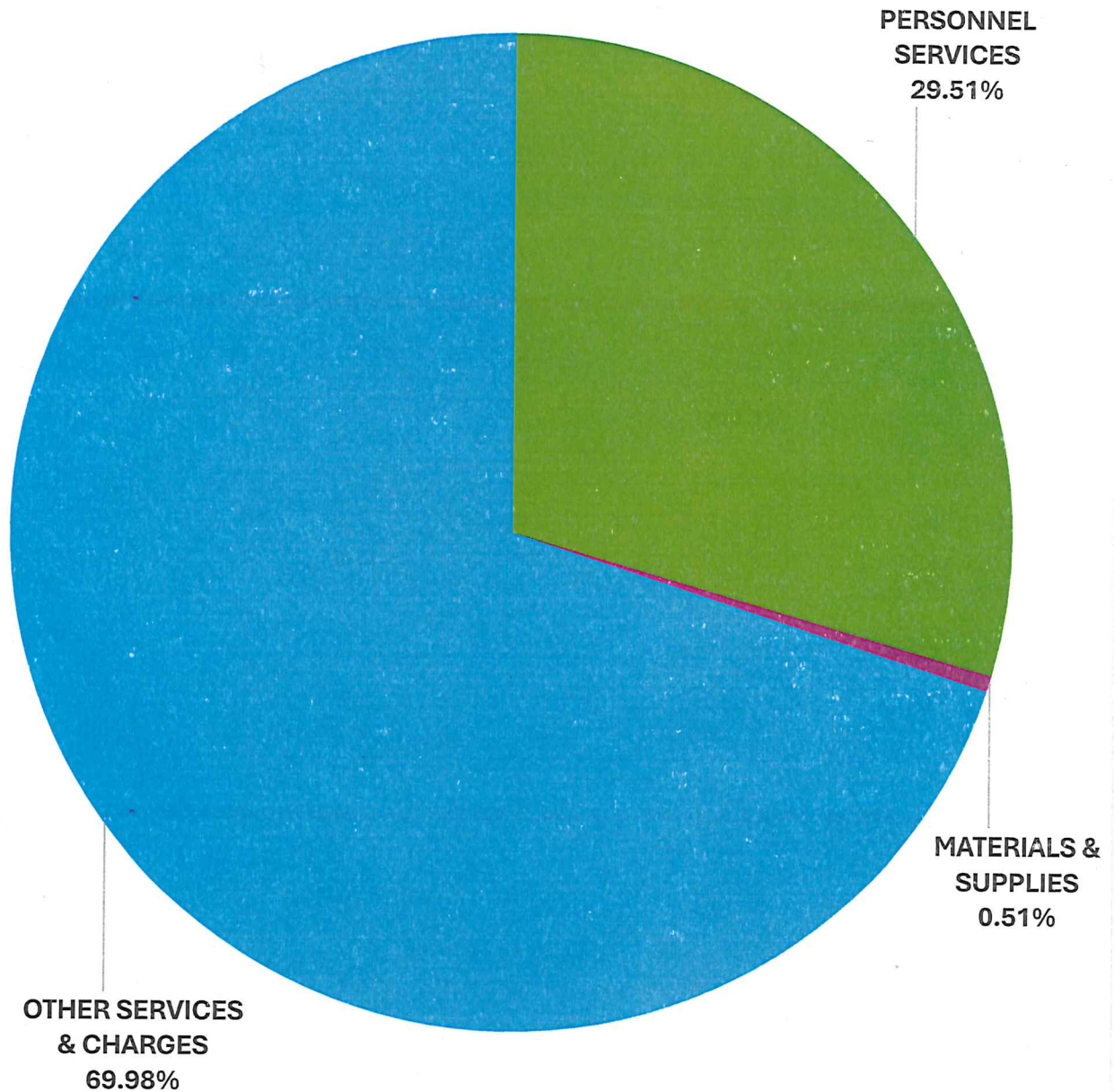
ESTIMATED REVENUES - HOTEL/MOTEL SURCHARGE FUND



ESTIMATED EXPENDITURE - HOTEL/MOTEL SURCHARGE FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
HOTEL MOTEL SURCHARGE				
PERSONNEL SERVICES	\$ 174,189	\$ 180,680	\$ 180,680	\$ 175,635
MATERIALS & SUPPLIES	\$ 6,225	\$ 2,860	\$ 2,860	\$ 3,040
OTHER SERVICES & CHARGES	\$ 386,449	\$ 406,383	\$ 406,383	\$ 416,466
HOTEL MOTEL SURCHARGE SUBTOTAL	\$ 566,863	\$ 589,923	\$ 589,923	\$ 595,141
TOTAL	\$ 566,863	\$ 589,923	\$ 589,923	\$ 595,141

ESTIMATED EXPENDITURES - HOTEL/MOTEL SURCHARGE FUND



POLICE SALES TAX FUND

The Police Sales Tax Fund accounts for the 1/16 cent of a one-cent dedicated sales tax revenue for police officers. These are the following departments included in this fund:

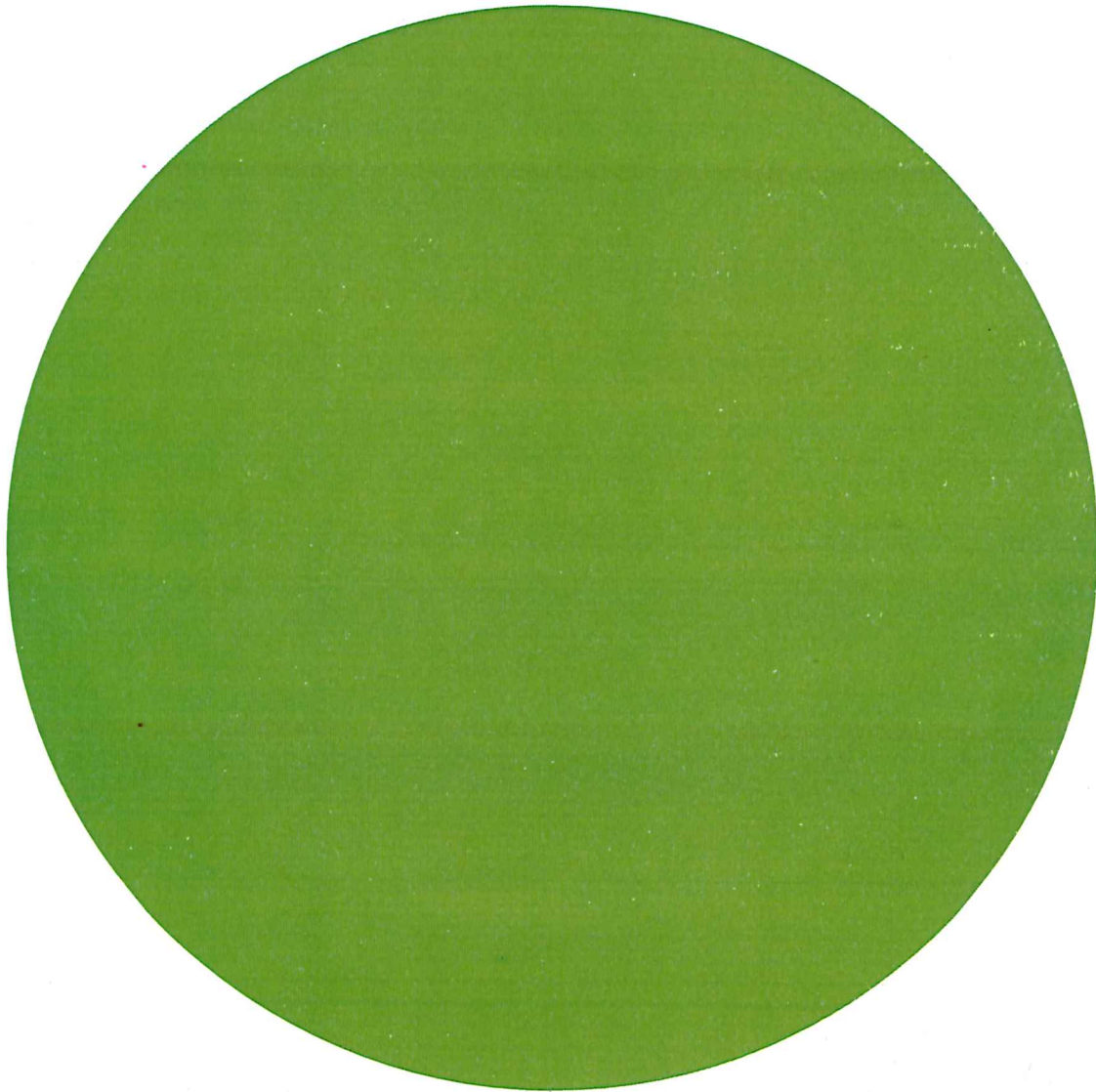
- Transfers Out



ESTIMATED REVENUES - POLICE SALES TAX FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 485,358	\$ 486,182	\$ 486,182	\$ 508,497
TAXES SUBTOTAL	\$ 485,358	\$ 486,182	\$ 486,182	\$ 508,497
INTEREST INCOME				
INTEREST INCOME - SALES TAX	\$ 612	\$ -	\$ -	\$ -
INTEREST INCOME SUBTOTAL	\$ 612	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 485,970	\$ 486,182	\$ 486,182	\$ 508,497

ESTIMATED REVENUE - POLICE SALES TAX FUND

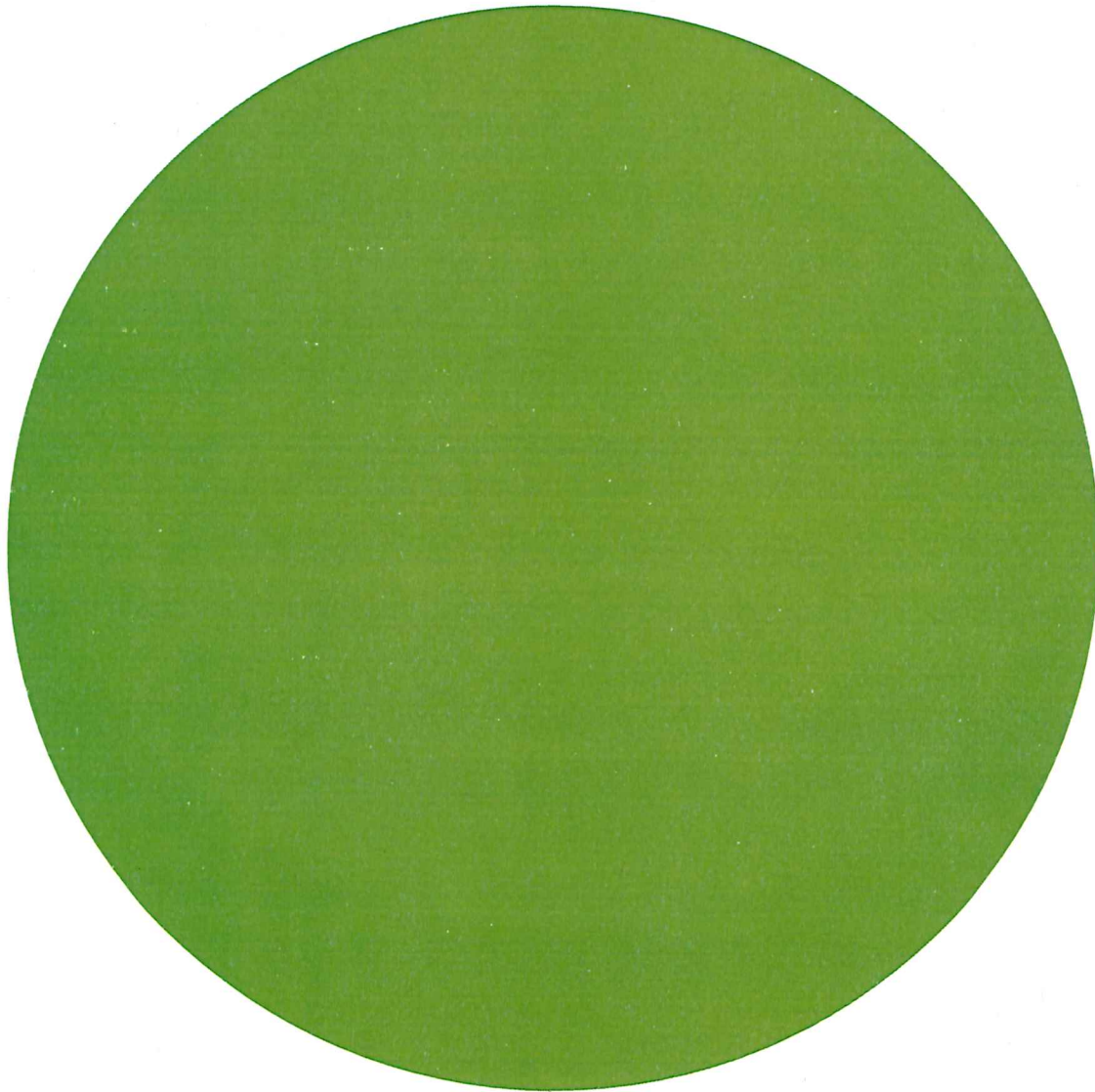


SALES TAX
100.00%

ESTIMATED EXPENDITURE - POLICE SALES TAX FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
POLICE DEPARTMENT				
TRANSFERS OUT	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497
POLICE DEPARMTENT SUBTOTAL	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497
TOTAL	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497

ESTIMATED EXPENDITURES - POLICE SALES TAX FUND



**POLICE
DEPARTMENT
100.00%**

FIRE SALES TAX FUND

The Fire Sales Tax Fund accounts for 1/16 cent of a one-cent dedicated sales tax revenue for firefighters. These are the following departments included in this fund:

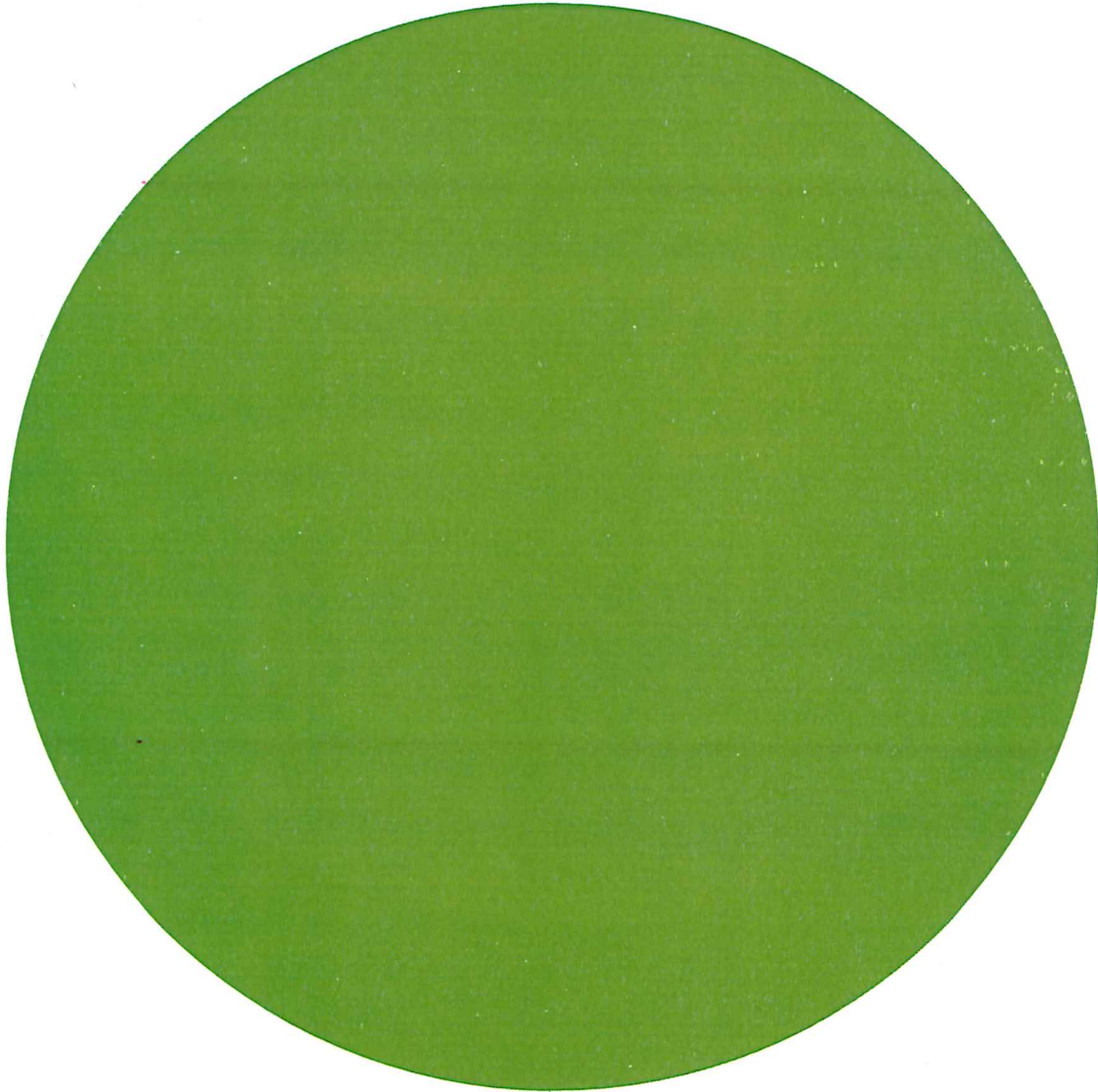
- Transfers Out



ESTIMATED REVENUES - FIRE SALES TAX FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 485,358	\$ 486,182	\$ 486,182	\$ 508,497
TAXES SUBTOTAL	\$ 485,358	\$ 486,182	\$ 486,182	\$ 508,497
INTEREST INCOME				
INTEREST INCOME - SALES TAX	\$ 612	\$ -	\$ -	\$ -
INTEREST INCOME SUBTOTAL	\$ 612	\$ -	\$ -	\$ -
 GRAND TOTAL	 \$ 485,970	 \$ 486,182	 \$ 486,182	 \$ 508,497

ESTIMATED REVENUES - FIRE SALES TAX FUND

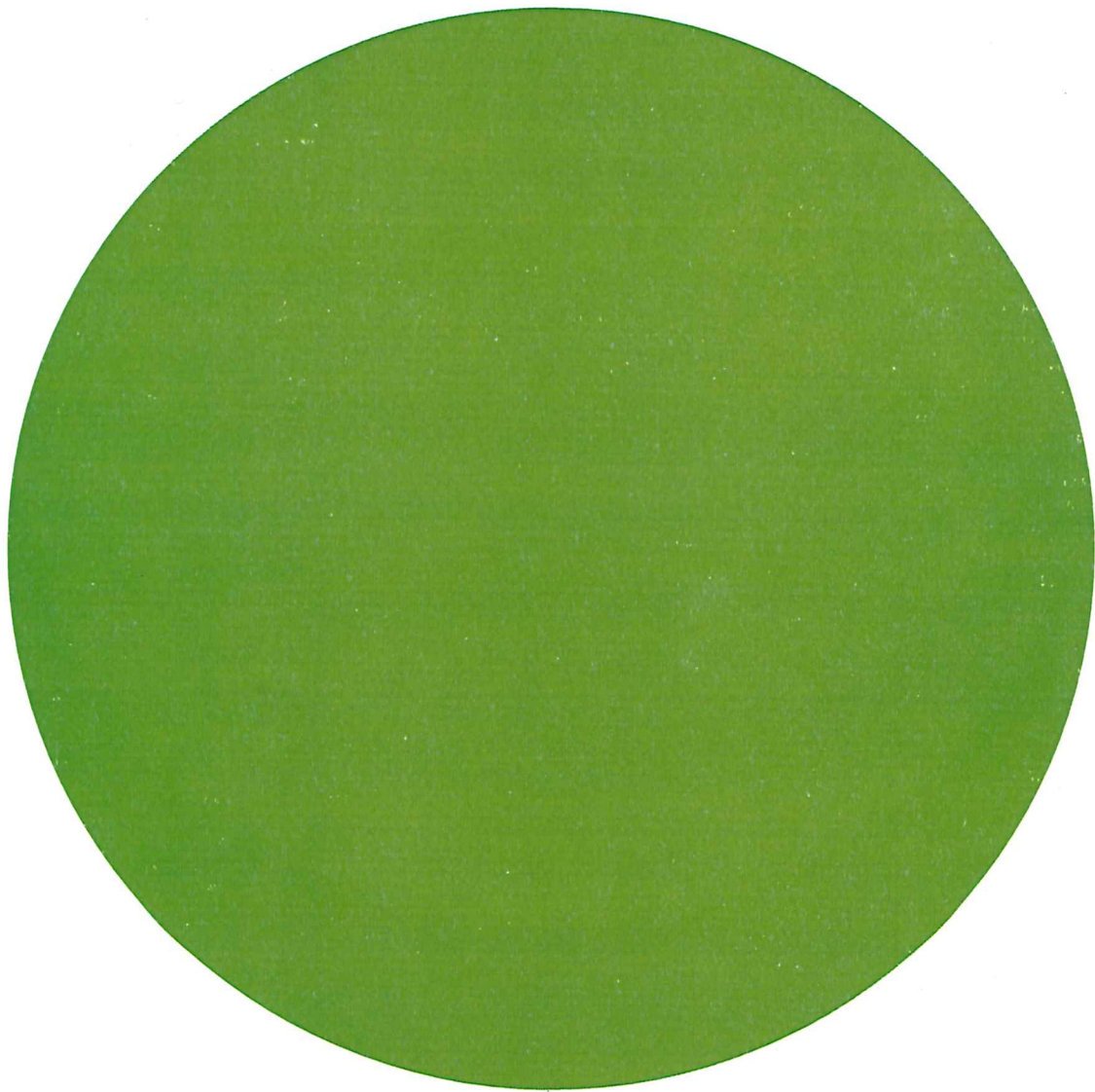


**SALES TAX
100.00%**

ESTIMATED EXPENDITURE - FIRE SALES TAX FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
FIRE DEPARTMENT				
TRANSFERS OUT	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497
FIRE DEPARMTENT SUBTOTAL	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497
	1			
TOTAL	\$ 485,969	\$ 486,182	\$ 486,182	\$ 508,497

**ESTIMATED EXPENDITURES - FIRE SALES TAX
FUND**



**FIRE
DEPARTMENT
100.00%**

TAX INCREMENT FINANCE FUND

The Tax Increment Finance Fund receives property tax collected in the downtown Tax Increment Financing District to be used for revitalization of downtown Shawnee. These are the following departments included in this fund:

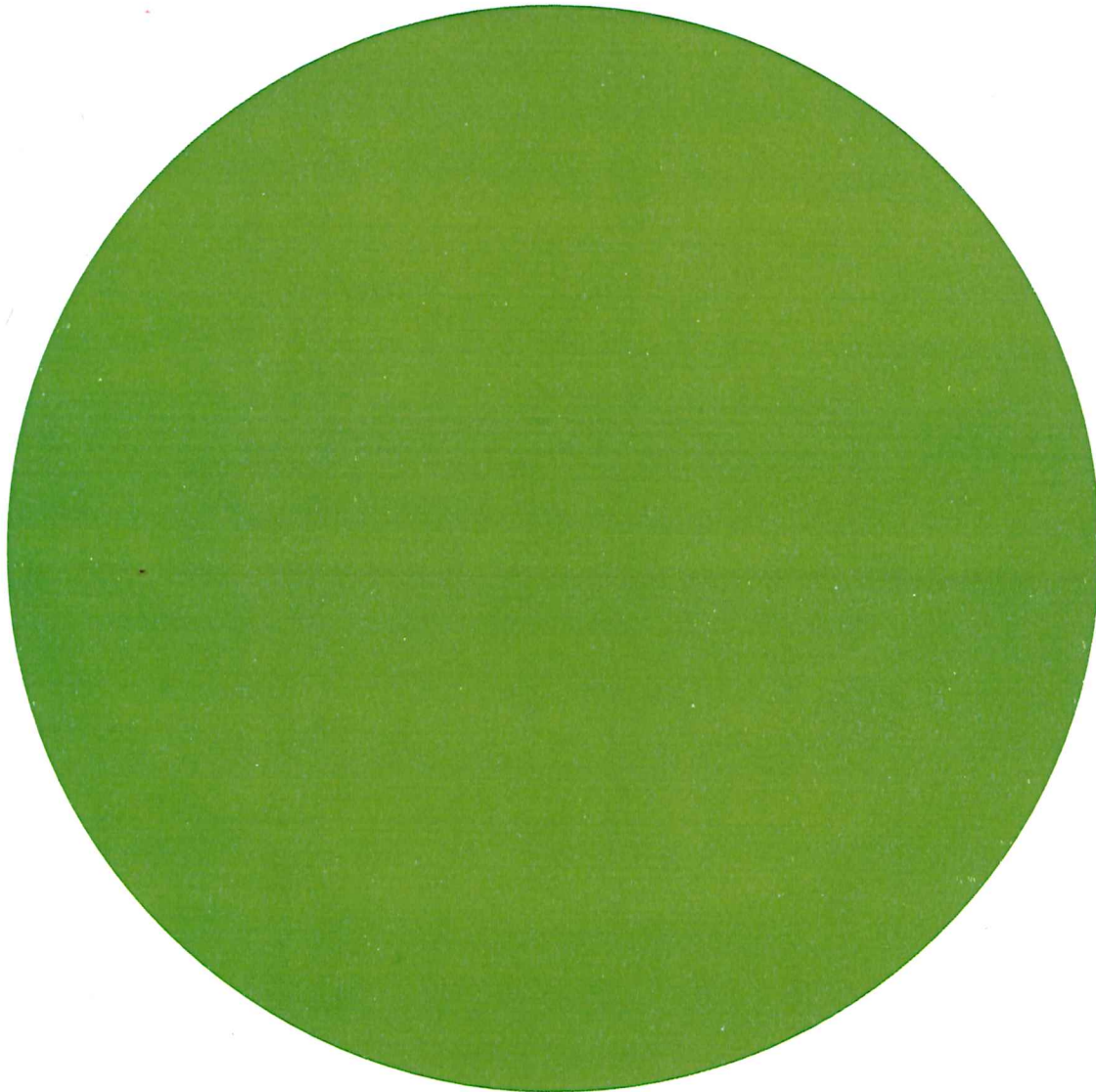
- Community Development



ESTIMATED REVENUES - TAX INCREMENT FINANCE FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
AD VALOREM TAXES - CURRENT	\$ 281,649	\$ 200,000	\$ 200,000	\$ 200,000
AD VALOREM TAXES - PRIOR	\$ 12,772	\$ -	\$ -	\$ -
TAXES SUBTOTAL	\$ 294,421	\$ 200,000	\$ 200,000	\$ 200,000
GRAND TOTAL	\$ 294,421	\$ 200,000	\$ 200,000	\$ 200,000

ESTIMATED REVENUES - TAX INCREMENT FINANCE FUND

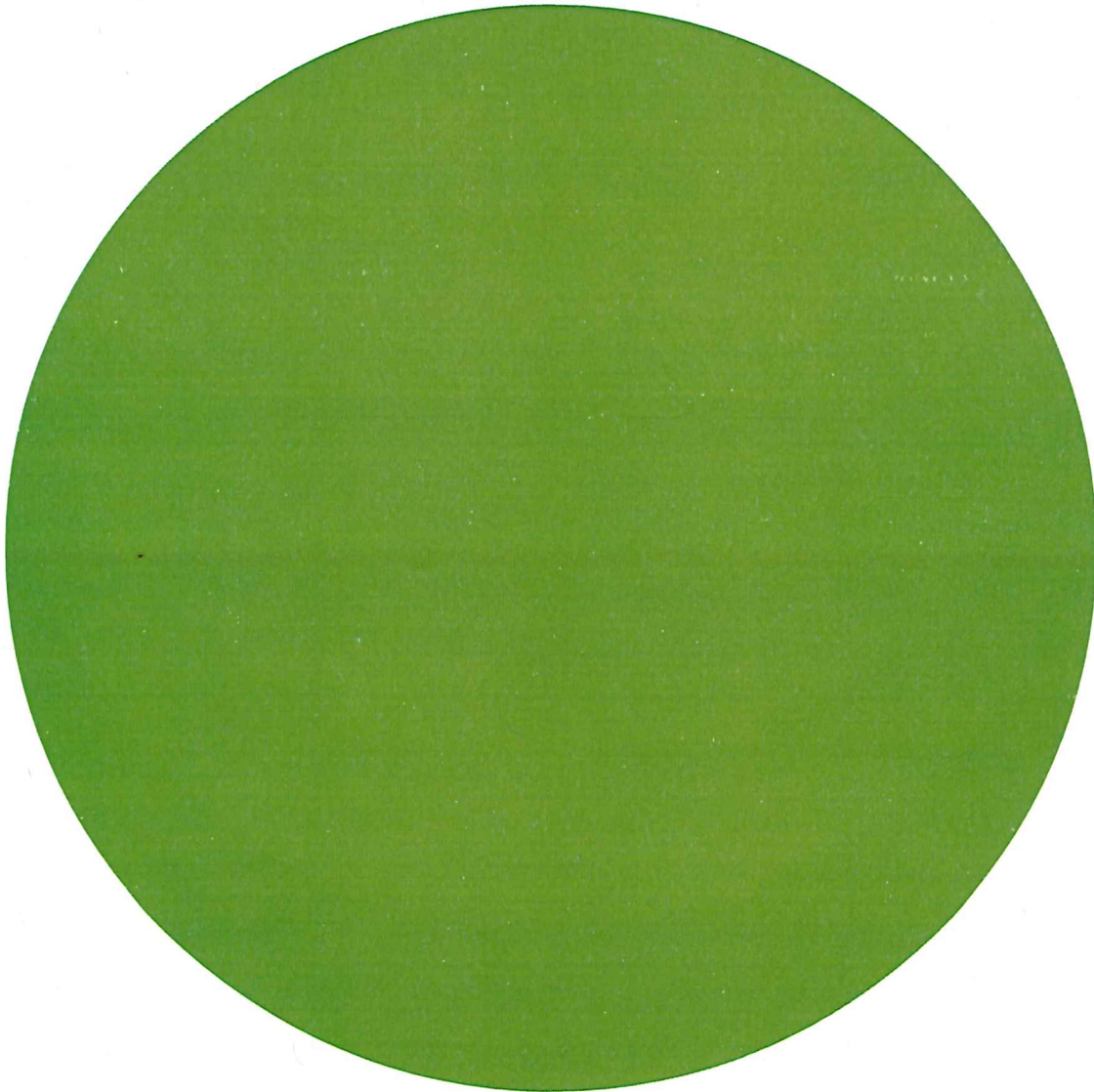


TAXES
100.00%

ESTIMATED EXPENDITURE - TAX INCREMENT FINANCE FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
COMMUNITY DEVELOPMENT				
OTHER SERVICES & CHARGES	\$ 10,304	\$ 30,000	\$ 30,000	\$ 30,000
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 10,304	\$ 30,000	\$ 30,000	\$ 30,000
TOTAL	\$ 10,304	\$ 30,000	\$ 30,000	\$ 30,000

ESTIMATED EXPENDITURES - TAX INCREMENT FINANCE FUND



**COMMUNITY
DEVELOPMENT**
100.00%

CDBG GRANTS

The CDBG Grant Funds account for federal funds received by the city and expenditures related to the operation of this program with a focus on home rehabilitation. These are the following departments included in this fund:

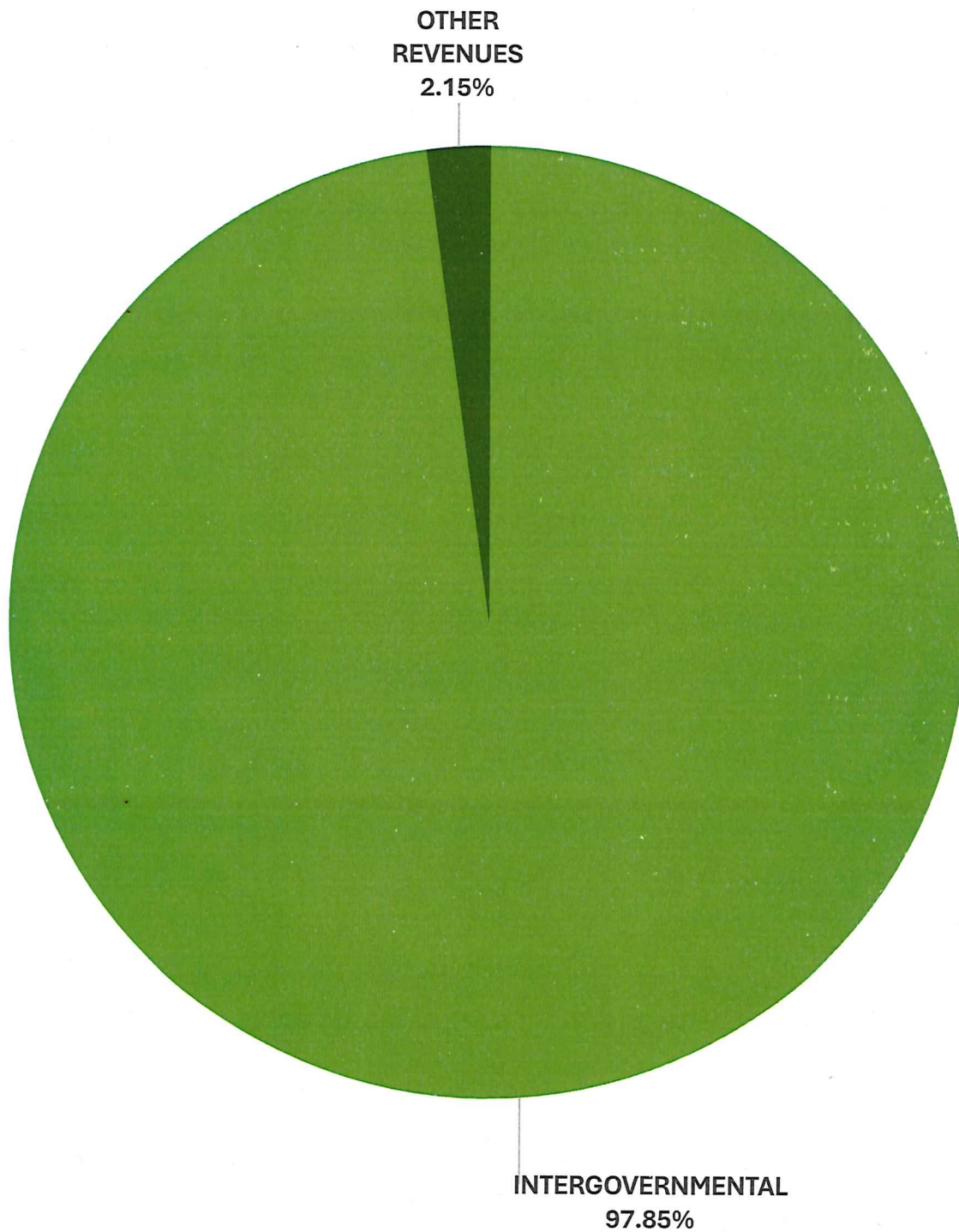
- CDBG Administration



ESTIMATED REVENUES - CDBG GRANTS

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INTERGOVERNMENTAL				
FEDERAL GRANT REVENUE	\$ 236,906	\$ 905,616	\$ 905,616	\$ 600,000
TAXES SUBTOTAL	\$ 236,906	\$ 905,616	\$ 905,616	\$ 600,000
OTHER REVENUES				
PROGRAM INCOME	\$ 14,538	\$ 13,200	\$ 13,200	\$ 13,200
OTHER REVENUES SUBTOTAL	\$ 14,538	\$ 13,200	\$ 13,200	\$ 13,200
 GRAND TOTAL	 \$ 251,444	 \$ 918,816	 \$ 918,816	 \$ 613,200

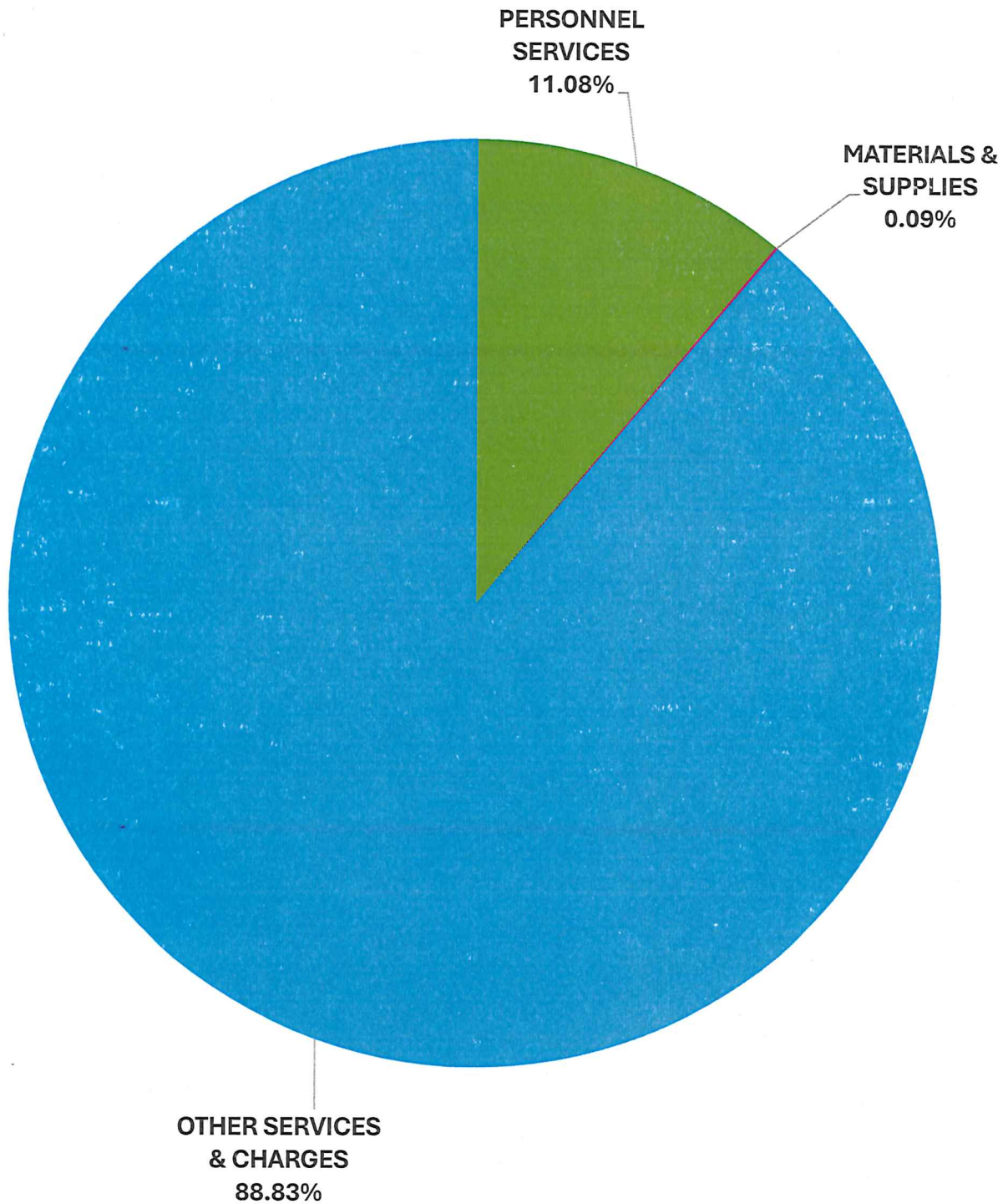
ESTIMATED REVENUE - CDBG GRANTS



ESTIMATED EXPENDITURE - CDBG GRANTS

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
COMMUNITY DEVELOPMENT				
PERSONNEL SERVICES	\$ 80,772	\$ 71,323	\$ 71,323	\$ 64,847
MATERIALS & SUPPLIES	\$ 100	\$ 700	\$ 700	\$ 500
OTHER SERVICES & CHARGES	\$ 203,900	\$ 843,737	\$ 810,448	\$ 519,937
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 284,772	\$ 915,760	\$ 882,471	\$ 585,284
 TOTAL	 \$ 284,772	 \$ 915,760	 \$ 882,471	 \$ 585,284

ESTIMATED EXPEDITURES - CDBG GRANTS



CDBG-CV-ODOC GRANT

The CDBG-CV-ODOC Grant fund account for federal funds received by the city and expenditures related to the operation of this program with a focus on mortgage and utility assistance. These are the following departments included in this fund:

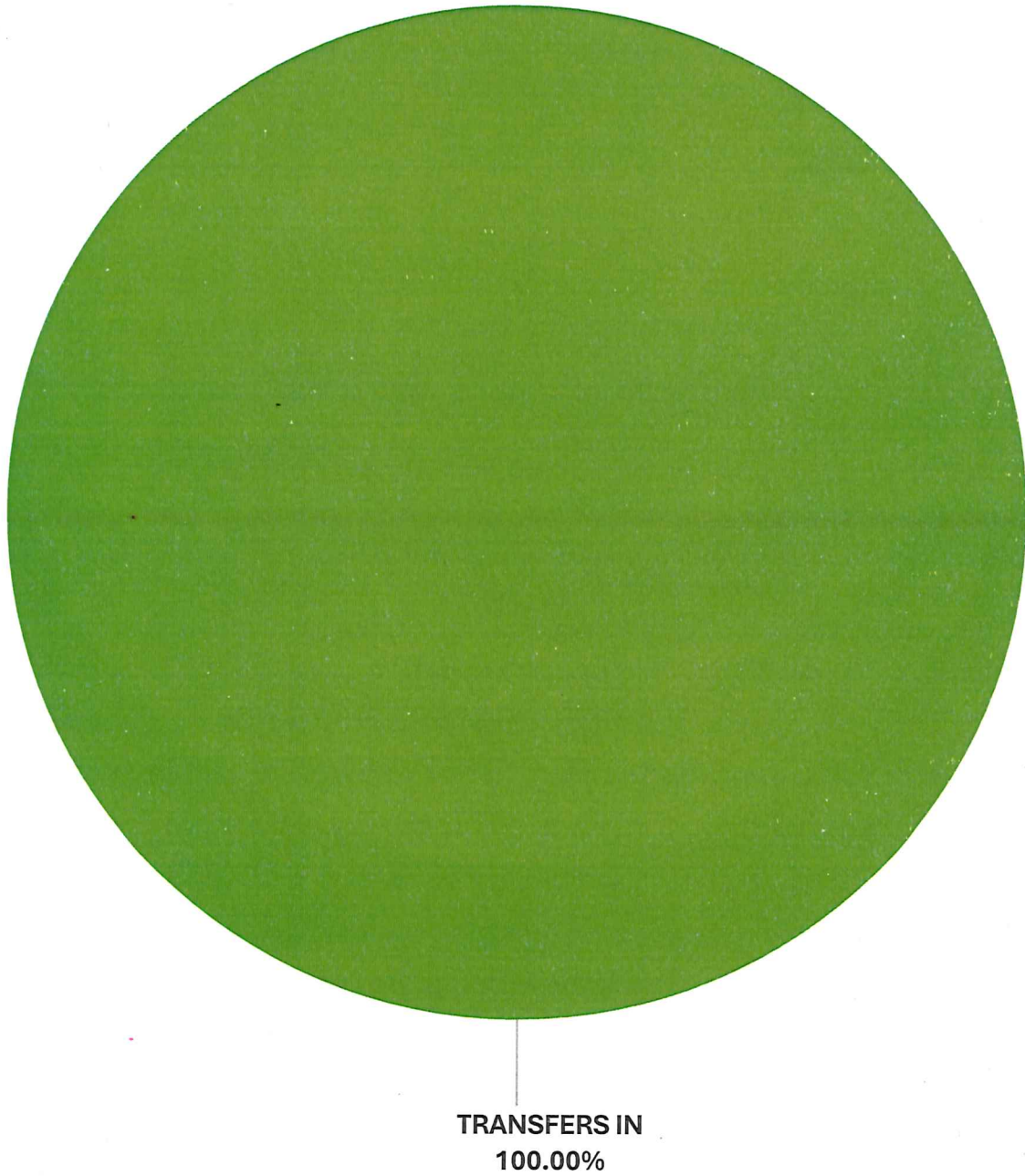
- CDBG Administration



ESTIMATED REVENUES - CDBG-CV-ODOC GRANTS

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INTERGOVERNMENTAL				
STATE GRANT REVENUE	\$ 131,308	\$ 192,198	\$ 192,198	\$ -
TAXES SUBTOTAL	\$ 131,308	\$ 192,198	\$ 192,198	\$ -
TRANSFERS IN				
TRANSFER FROM GENERAL FUND	\$ -	\$ -	\$ -	\$ 7,143
OTHER REVENUES SUBTOTAL	\$ -	\$ -	\$ -	\$ 7,143
 GRAND TOTAL	 \$ 131,308	 \$ 192,198	 \$ 192,198	 \$ 7,143

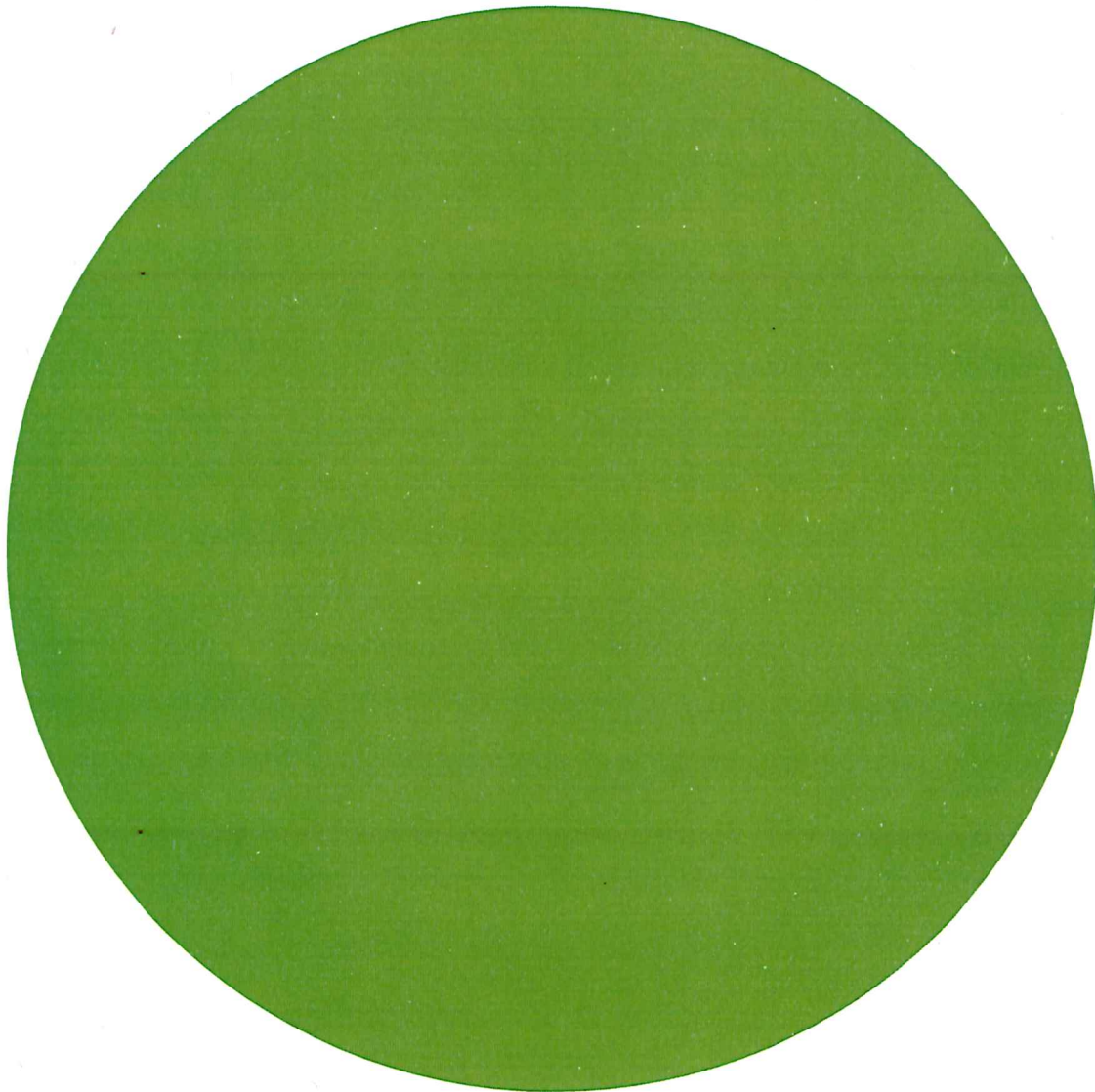
ESTIMATED REVENUE - CDBG-CV-ODOC GRANT



ESTIMATED EXPENDITURE - CDBG-CV-ODOC GRANTS

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
COMMUNITY DEVELOPMENT				
PERSONNEL SERVICES	\$ 6,749	\$ 7,862	\$ 7,862	\$ 7,143
MATERIALS & SUPPLIES	\$ 51	\$ -	\$ -	\$ -
OTHER SERVICES & CHARGES	\$ 79,081	\$ 184,336	\$ 184,336	\$ -
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 85,881	\$ 192,198	\$ 192,198	\$ 7,143
 TOTAL	 \$ 85,881	 \$ 192,198	 \$ 192,198	 \$ 7,143

ESTIMATED EXPENDITURES - CDBG-CV- ODOC GRANT



**COMMUNITY
DEVELOPMENT
100.00%**

CAPITAL IMPROVEMENT FUND

The Capital Improvement Fund accounts for the purchase of capital equipment and construction of facilities, economic development, or debt service. The fund's major funding source is sales tax. These are the following departments included in this fund:

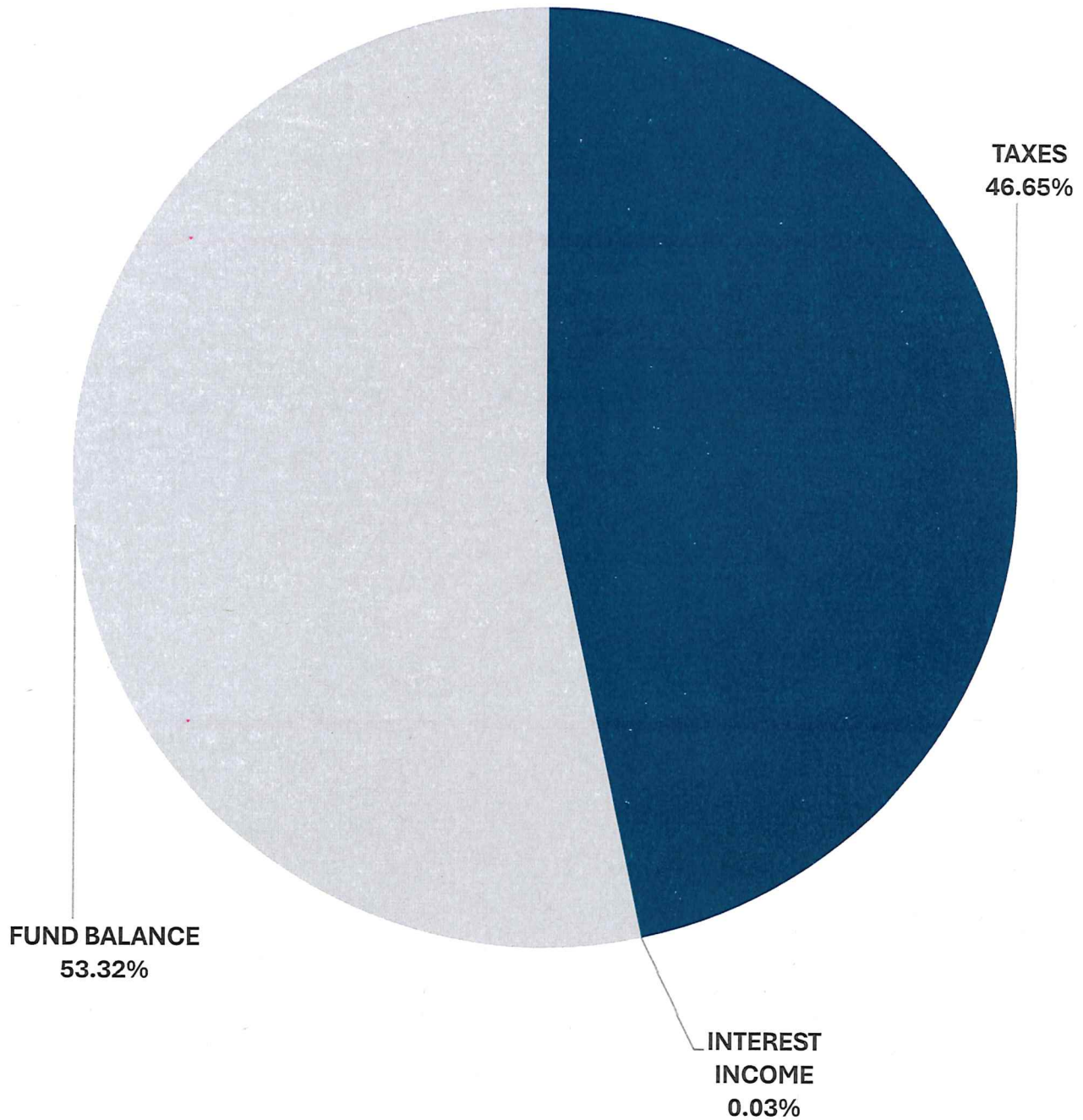
- Information Technology
- Planning and Code Enforcement
- Police Patrol
- Animal Welfare
- Fire Administration
- Fire Suppression
- Traffic Control
- Parks
- Pool
- Cemetery
- Municipal Auditorium
- Expo Operations
- Equipment Services
- Building Maintenance
- Debt Service
- Transfers Out



ESTIMATED REVENUES - CAPITAL IMPROVEMENT FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 2,845,889	\$ 292,489	\$ 3,014,326	\$ 3,152,681
TAXES SUBTOTAL	\$ 2,845,889	\$ 292,489	\$ 3,014,326	\$ 3,152,681
INTEREST INCOME				
INTEREST INCOME	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
INTEREST INCOME - SALES TAX	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
INTEREST INCOME SUBTOTAL	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
FUND BALANCE				
CAPITAL IMPROVEMENT	\$ 2,756,094	\$ 4,915,261	\$ 3,438,624	\$ 3,603,668
FUND BALANCE SUBTOTAL	\$ 2,756,094	\$ 4,915,261	\$ 3,438,624	\$ 3,603,668
GRAND TOTAL	\$ 5,603,983	\$ 5,209,750	\$ 6,454,950	\$ 6,758,349

ESTIMATED REVENUE - CAPITAL IMPROVEMENT FUND



ESTIMATED EXPENDITURE - CAPITAL IMPROVEMENT FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INFORMATION TECHNOLOGY				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 2,709	\$ -	\$ -	\$ -
CAPITAL OUTLAY-EQUIPMENT	\$ 24,752	\$ 378,529	\$ 378,529	\$ 149,600
INFORMATION TECH SUBTOTAL	\$ 27,461	\$ 378,529	\$ 378,529	\$ 149,600
COMMUNITY DEVELOPMENT				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 2,506	\$ 550,000	\$ 750,000	\$ 325,000
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 2,506	\$ 550,000	\$ 750,000	\$ 325,000
CODE ENFORCEMENT				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 11,325	\$ -	\$ -	\$ -
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 11,325	\$ -	\$ -	\$ -
POLICE DEPARTMENT-PATROL				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 39,590	\$ 309,995	\$ 309,995	\$ -
CAPITAL OUTLAY-EQUIPMENT	\$ 294,438	\$ 311,395	\$ 311,395	\$ 239,320
POLICE DEPT-PATROL SUBTOTAL	\$ 334,028	\$ 621,390	\$ 621,390	\$ 239,320
POLICE DEPARTMENT-ANIMAL WELFARE				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ -	\$ 900,000	\$ 900,000	\$ 1,500,000
POLICE DEPT-ANIMAL SUBTOTAL	\$ -	\$ 900,000	\$ 900,000	\$ 1,500,000
FIRE DEPARTMENT - ADMIN				
CAPITAL OUTLAY-EQUIPMENT	\$ 3,108	\$ 8,800	\$ 8,800	\$ -
FIRE DEPT-ADMIN SUBTOTAL	\$ 3,108	\$ 8,800	\$ 8,800	\$ -
FIRE DEPARTMENT - SUPPRESSION				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ -	\$ 495,000	\$ 495,000	\$ 910,697
CAPITAL OUTLAY-EQUIPMENT	\$ 237,776	\$ 888,026	\$ 888,026	\$ 591,800
CAPITAL OUTLAY - GRANTS	\$ -	\$ 14,346	\$ 14,346	\$ -
LEASE PAYMENTS-EQUIPMENT	\$ -	\$ 126,000	\$ 126,000	\$ 126,000
FIRE DEPT-SUPP SUBTOTAL	\$ 237,776	\$ 1,523,372	\$ 1,523,372	\$ 1,628,497
FIRE DEPARTMENT - TRAINING				
CAPITAL OUTLAY-EQUIPMENT	\$ 4,550	\$ 23,500	\$ 27,200	\$ 23,500
FIRE DEPT-TRAINING SUBTOTAL	\$ 4,550	\$ 23,500	\$ 27,200	\$ 23,500
POLICE - EMERGENCY MANAGEMENT				
CAPITAL OUTLAY-EQUIPMENT	\$ 4,031	\$ 48,754	\$ 48,754	\$ 85,000
POLICE - EMERG MGMT SUBTOTAL	\$ 4,031	\$ 48,754	\$ 48,754	\$ 85,000

ENGINEERING

OTHER PROFESSIONAL SERVICES	\$	2,662	\$	80,000	\$	80,000	\$	80,000
CAPITAL OUTLAY-BLDGS & IMPRV	\$	5,000	\$	150,000	\$	150,000	\$	-
CAPITAL OUTLAY-EQUIPMENT	\$	-	\$	9,000	\$	9,000	\$	-
ENGINEERING SUBTOTAL	\$	7,662	\$	239,000	\$	239,000	\$	80,000

PUBLIC WORKS - STREETS

CAPITAL OUTLAY-BLDGS & IMPRV	\$	-	\$	50,000	\$	50,000	\$	-
CAPITAL OUTLAY-EQUIPMENT	\$	-	\$	380,000	\$	380,000	\$	320,000
PUBLIC WORKS - STREETS SUBTOTAL	\$	-	\$	430,000	\$	430,000	\$	320,000

PUBLIC WORKS - TRAFFIC

CAPITAL OUTLAY-EQUIPMENT	\$	-	\$	70,000	\$	70,000	\$	175,000
PUBLIC WORKS - TRAFFIC SUBTOTAL	\$	-	\$	70,000	\$	70,000	\$	175,000

PARKS, CULTURE & RECREATION

CAPITAL OUTLAY-EQUIPMENT	\$	69,990	\$	653,459	\$	844,459	\$	-
CAPITAL OUTLAY-BLDGS & IMPRV	\$	8,645	\$	159,226	\$	159,226	\$	98,000
CAPITAL OUTLAY-EQUIPMENT	\$	-	\$	55,000	\$	55,000	\$	50,000
PARKS, CULTURE & RECREATION SUBTOTAL	\$	69,990	\$	653,459	\$	844,459	\$	148,000

PARKS, CULTURE & RECREATION

CAPITAL OUTLAY-BLDGS & IMPRV	\$	-	\$	17,500	\$	17,500	\$	25,000
PARKS, CULTURE & RECREATION SUBTOTAL	\$	-	\$	17,500	\$	17,500	\$	25,000

UTILITY ADMINISTRATION

CAPITAL OUTLAY-EQUIPMENT	\$	106,569	\$	106,600	\$	106,600	\$	106,600
UTILITY ADMIN SUBTOTAL	\$	106,569	\$	106,600	\$	106,600	\$	106,600

BUILDING MAINTENANCE

CAPITAL OUTLAY-BLDGS & IMPRV	\$	-	\$	425,000	\$	425,000	\$	175,000
CAPITAL OUTLAY-EQUIPMENT	\$	-	\$	8,000	\$	8,000	\$	130,000
BUILDING MAINTENANCE SUBTOTAL	\$	-	\$	433,000	\$	433,000	\$	305,000

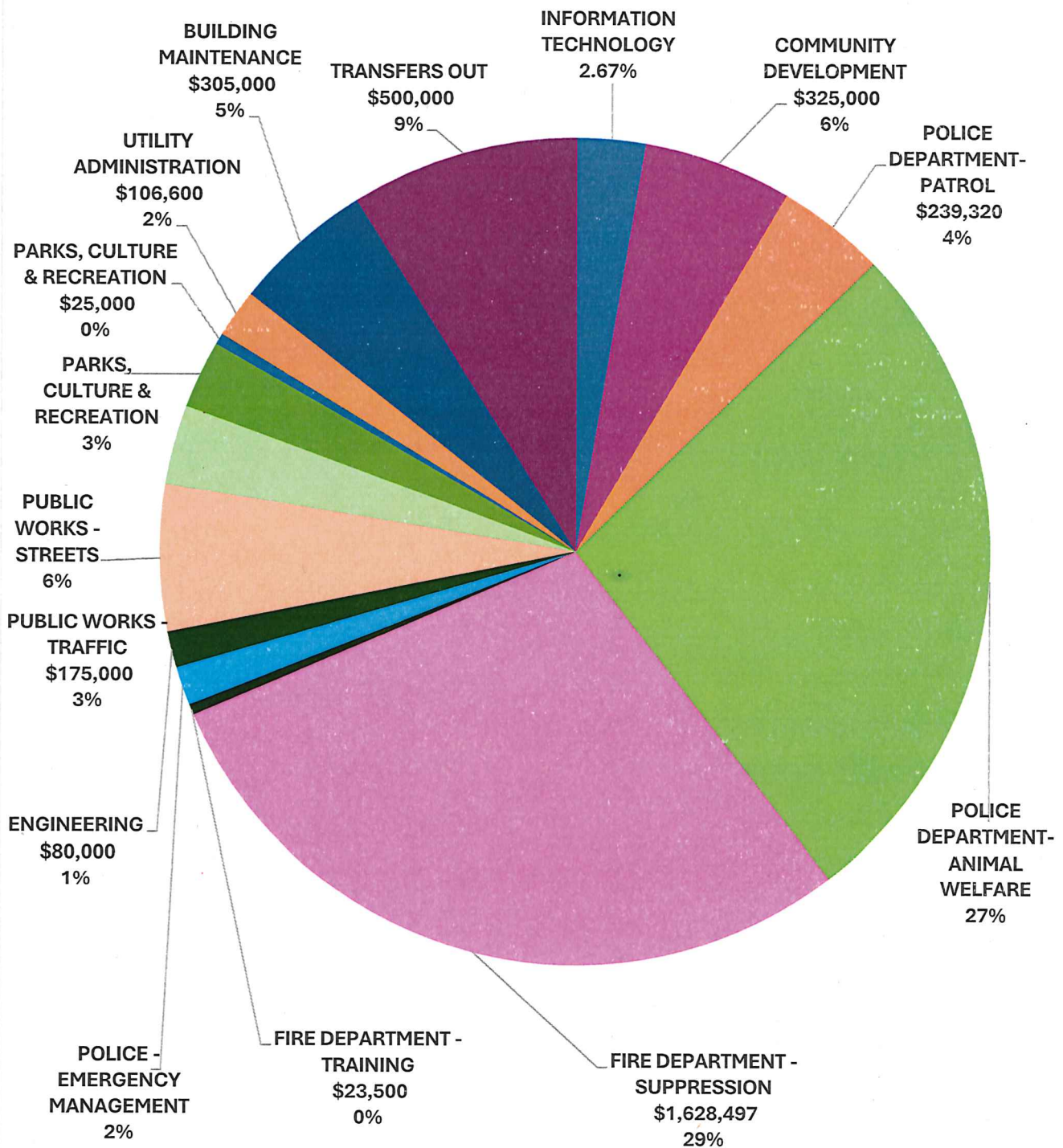
TRANSFERS OUT

TRANSFER TO SMA	\$	500,000	\$	500,000	\$	500,000	\$	500,000
TRANSFERS OUT SUBTOTAL	\$	500,000	\$	500,000	\$	500,000	\$	500,000

TOTAL

\$	1,304,456	\$	6,480,404	\$	6,871,404	\$	5,610,517
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ESTIMATED EXPENDITURES - CAPITAL IMPROVEMENT FUND



STREET IMPROVEMENT FUND

The Street Improvement Fund accounts for the construction or major reconstruction of street projects, economic development, or debt service. The fund's major funding source is sales tax. These are the following departments included in this fund:

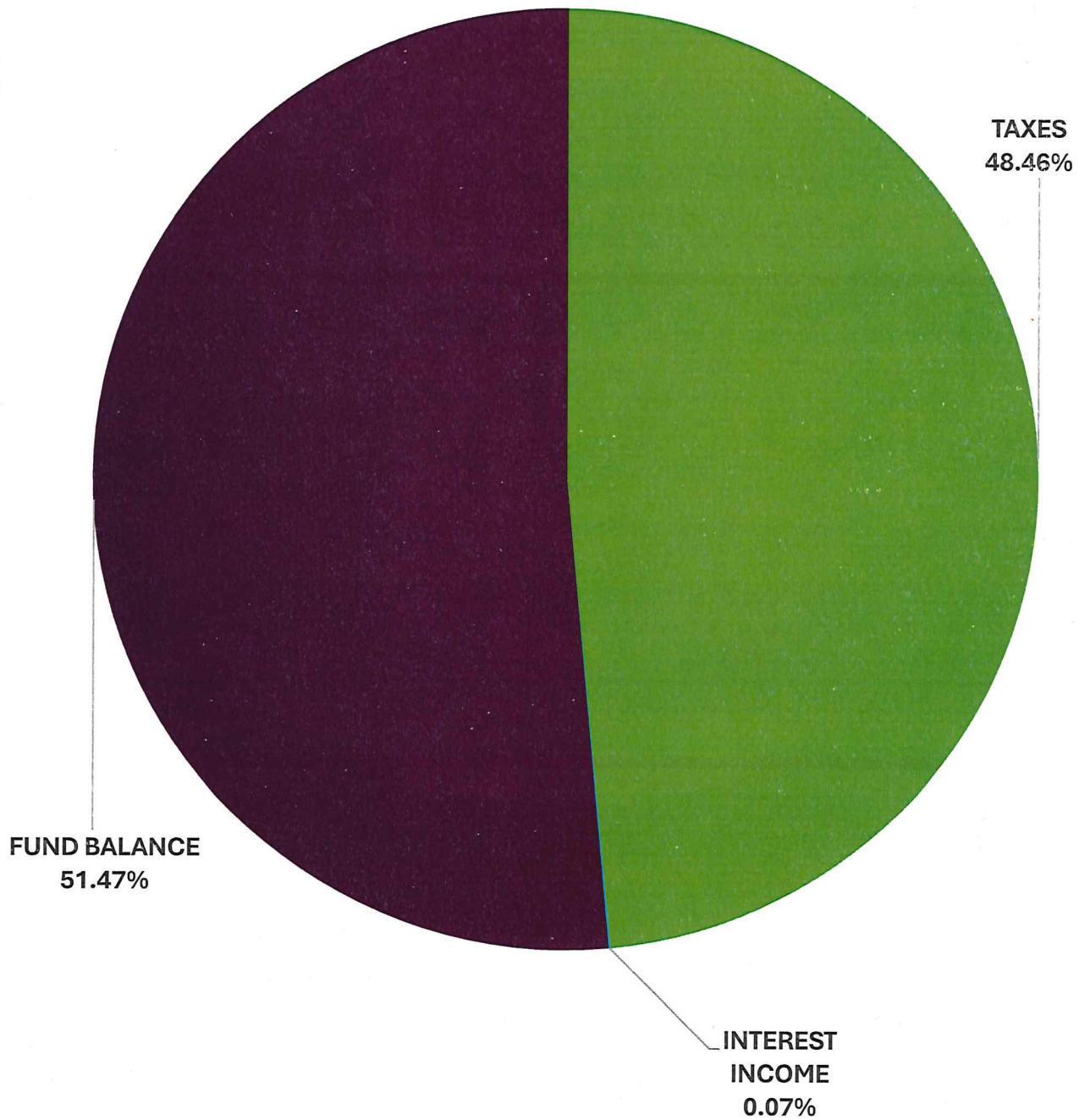
- Engineering
- Streets
- Traffic Control
- Transfers Out



ESTIMATED REVENUES - STREET IMPROVEMENT FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 3,213,101	\$ 3,353,780	\$ 3,403,271	\$ 3,559,479
TAXES SUBTOTAL	\$ 3,213,101	\$ 3,353,780	\$ 3,403,271	\$ 3,559,479
INTERGOVERNMENTAL				
FEDERAL GRANT REVENUE	\$ 111,500	\$ 111,500	\$ -	\$ -
INTERGOVERNMENTAL SUBTOTAL	\$ 111,500	\$ 111,500	\$ -	\$ -
INTEREST INCOME				
INTEREST INCOME	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000
INTEREST INCOME SUBTOTAL	\$ 2,500	\$ 2,500	\$ 2,500	\$ 5,000
TRANSFERS IN				
TRANSFER FROM GENERAL FUND	\$ 800,000	\$ -	\$ -	\$ -
OTHER REVENUES SUBTOTAL	\$ 800,000	\$ -	\$ -	\$ -
FUND BALANCE				
STREET IMPROVEMENT	\$ 2,370,123	\$ 2,255,224	\$ 3,769,956	\$ 3,780,727
FUND BALANCE SUBTOTAL	\$ 2,370,123	\$ 2,255,224	\$ 3,769,956	\$ 3,780,727
GRAND TOTAL	\$ 6,497,224	\$ 5,723,004	\$ 7,175,727	\$ 7,345,206

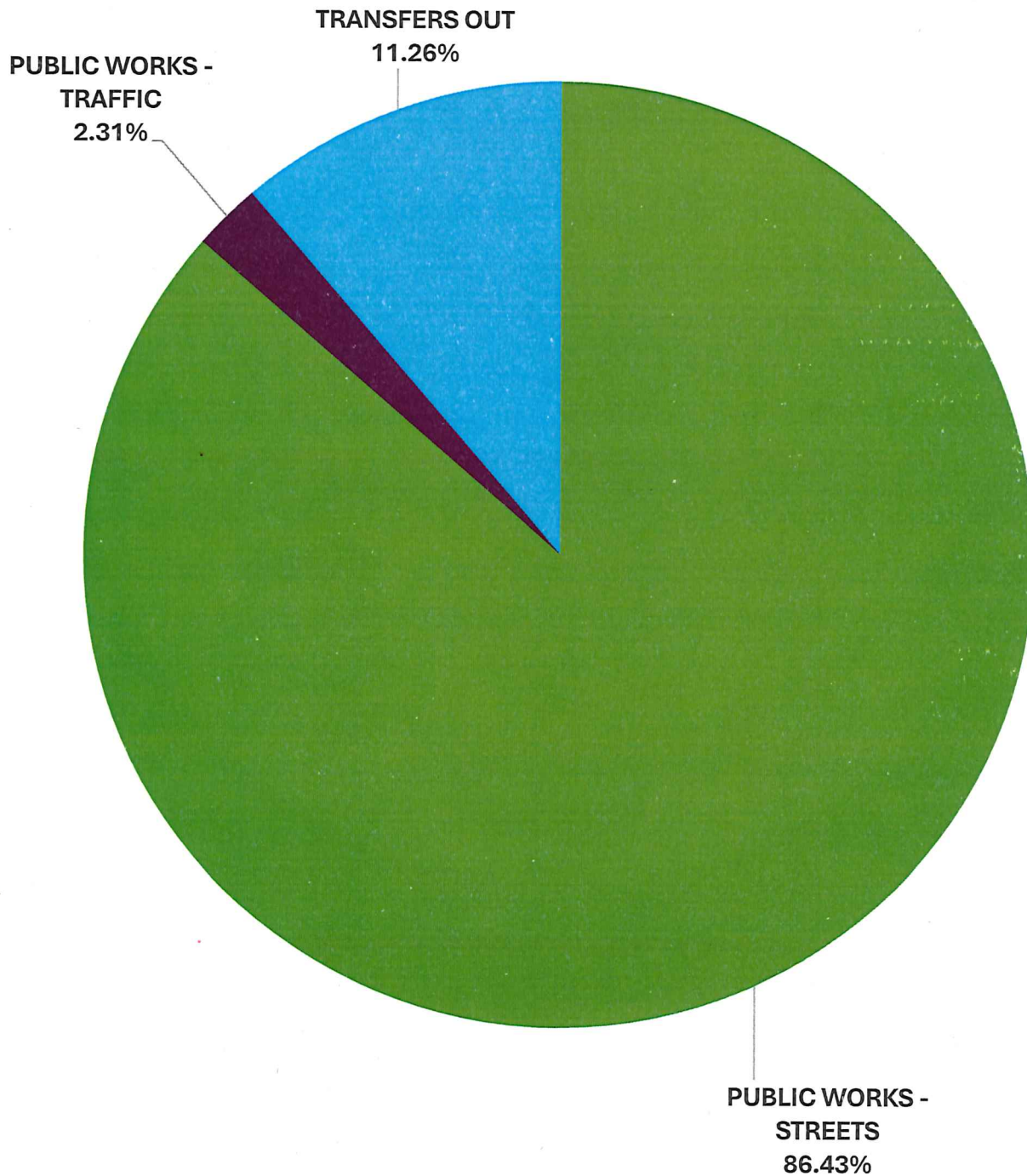
ESTIMATED REVENUE - STREET IMPROVEMENT FUND



ESTIMATED EXPENDITURE - STREET IMPROVEMENT FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
ENGINEERING				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 262,401	\$ 235,000	\$ 235,000	\$ -
CAPITAL OUTLAY-KICKAPOO ST	\$ -	\$ 250,000	\$ 250,000	\$ -
ENGINEERING SUBTOTAL	\$ 262,401	\$ 485,000	\$ 485,000	\$ -
PUBLIC WORKS - STREETS				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 116,668	\$ -	\$ -	\$ -
CAPITAL OUTLAY-STREETS	\$ 647,308	\$ 6,775,369	\$ 6,775,369	\$ 4,605,462
CAPITAL OUTLAY-EQUIPMENT	\$ 155,166	\$ 147,000	\$ 147,000	\$ -
PUBLIC WORKS - STREETS SUBTOTAL	\$ 919,142	\$ 6,922,369	\$ 6,922,369	\$ 4,605,462
PUBLIC WORKS - TRAFFIC				
CAPITAL OUTLAY-EQUIPMENT	\$ 131,250	\$ 531,094	\$ 531,094	\$ 123,000
PUBLIC WORKS - TRAFFIC SUBTOTAL	\$ 131,250	\$ 531,094	\$ 531,094	\$ 123,000
TRANSFERS OUT				
TRANSFER TO SMA	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
TRANSFERS OUT SUBTOTAL	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
TOTAL	\$ 1,781,543	\$ 8,007,369	\$ 8,007,369	\$ 5,328,462

ESTIMATED EXPENDITURES - STREET IMPROVEMENT FUND



2018 CAPITAL IMPROVEMENT PLAN

The 2018 Capital Improvement Fund accounts for the addition half-cent sales tax that was passed in June 2018. The proceeds are to be used for capital improvements, specifically public safety, parks and public facilities and streets. These are the following departments included in this fund:

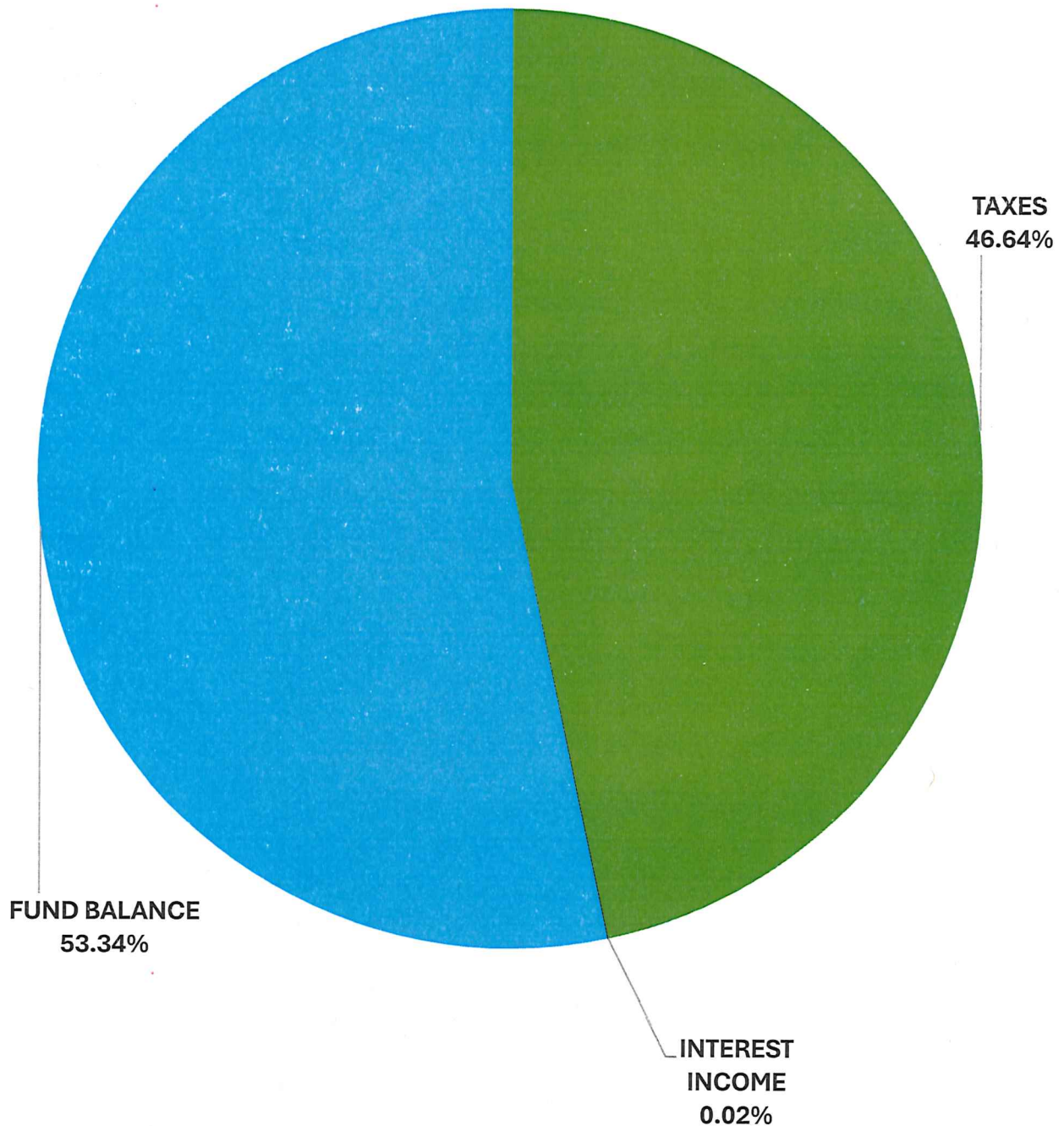
- Parks
- Police Patrol
- Fire Suppression
- Streets
- Expo Operations
- Building Maintenance
- Debt Service



ESTIMATED REVENUES - 2018 CAPITAL IMPROVEMENT FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 3,672,115	\$ 3,672,115	\$ 3,889,453	\$ 4,067,976
TAXES SUBTOTAL	\$ 3,672,115	\$ 3,672,115	\$ 3,889,453	\$ 4,067,976
INTEREST INCOME				
INTEREST INCOME	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
INTEREST INCOME SUBTOTAL	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
FUND BALANCE				
2018 CAPITAL IMPROVEMENT	\$ 14,551,529	\$ 24,637,949	\$ 7,272,900	\$ 4,652,579
FUND BALANCE SUBTOTAL	\$ 14,551,529	\$ 24,637,949	\$ 7,272,900	\$ 4,652,579
 GRAND TOTAL	 \$ 18,225,144	 \$ 28,311,564	 \$ 11,163,853	 \$ 8,722,055

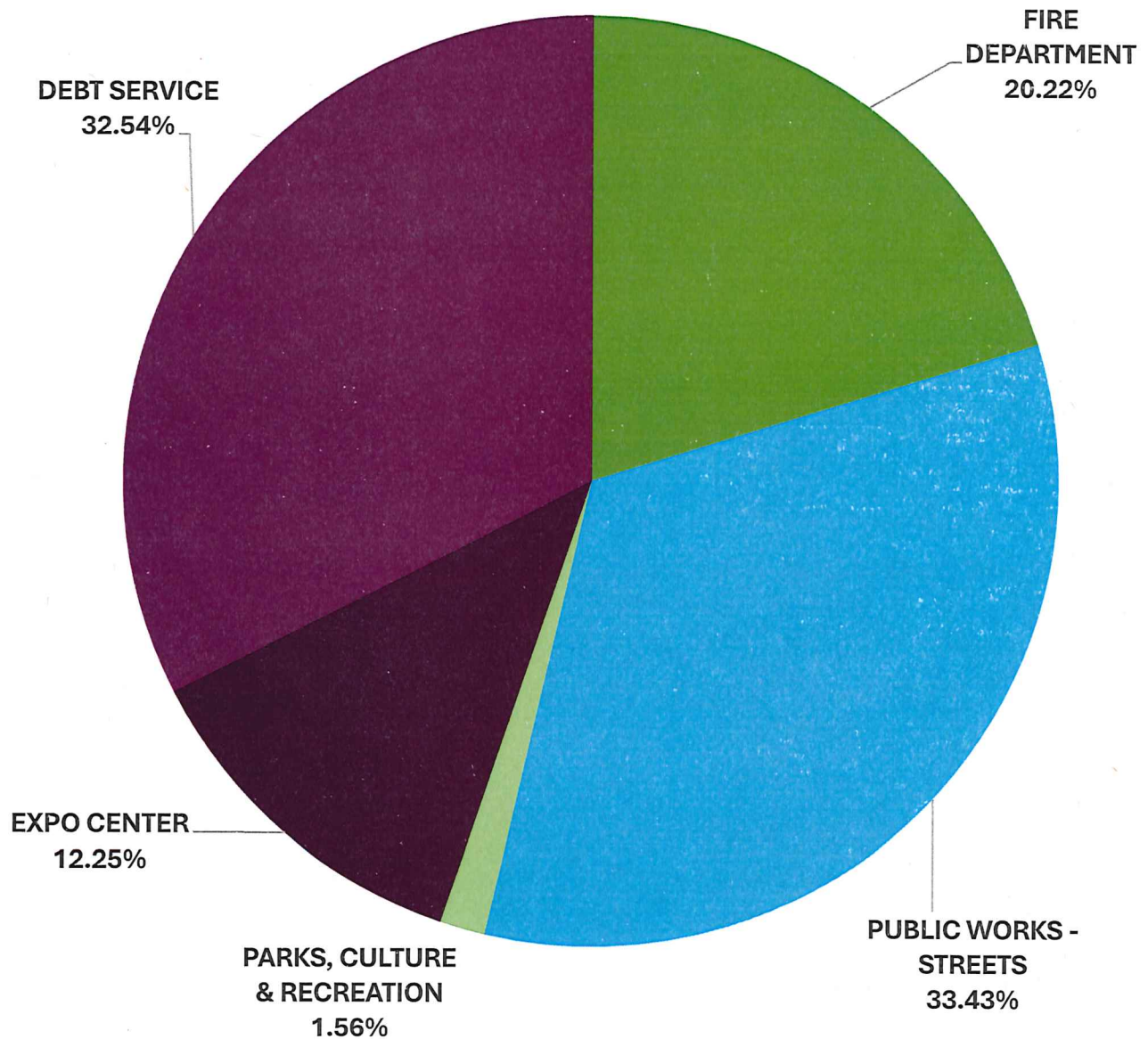
ESTIMATED EXPENDITURES - 2018 CAPITAL IMPROVEMENT FUND



ESTIMATED EXPENDITURE - 2018 CAPITAL IMPROVEMENT FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
COMMUNITY DEVELOPMENT				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 338,280	\$ 1,414,054	\$ -	\$ -
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 338,280	\$ 1,414,054	\$ -	\$ -
FIRE DEPARTMENT				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 1,939,303
FIRE DEPARTMENT SUBTOTAL	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 1,939,303
ENGINEERING				
CAPITAL OUTLAY-EQUIPMENT	\$ -	\$ 638,240	\$ -	\$ -
ENGINEERING SUBTOTAL	\$ -	\$ 638,240	\$ -	\$ -
PUBLIC WORKS - STREETS				
TRANSFER TO SMA	\$ 3,580,000	\$ 3,580,000	\$ 3,580,000	\$ 3,206,166
PUBLIC WORKS - STREETS SUBTOTAL	\$ 3,580,000	\$ 3,580,000	\$ 3,580,000	\$ 3,206,166
PARKS, CULTURE & RECREATION				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 1,282,500	\$ 2,902,572	\$ 1,285,000	\$ 150,000
PARKS, CULTURE & RECREATION SUBTOTAL	\$ 1,282,500	\$ 2,902,572	\$ 1,285,000	\$ 150,000
EXPO CENTER				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 100,000	\$ 106,600	\$ 100,000	\$ 1,175,000
EXPO CENTER SUBTOTAL	\$ 100,000	\$ 106,600	\$ 100,000	\$ 1,175,000
DEBT SERVICE				
DEBT SERVICE - PRINCIPAL	\$ 2,890,000	\$ 2,890,000	\$ 2,890,000	\$ 2,940,000
DEBT SERVICE - INTEREST	\$ 228,694	\$ 228,694	\$ 228,694	\$ 176,684
DEBT SERVICE OTHER FEES	\$ -	\$ -	\$ 4,000	\$ 4,000
DEBT SERVICE SUBTOTAL	\$ 3,118,694	\$ 3,118,694	\$ 3,122,694	\$ 3,120,684
TOTAL	\$ 10,419,474	\$ 13,121,920	\$ 10,087,694	\$ 9,591,153

ESTIMATED EXPENDITURES - 2018 CAPITAL IMPROVEMENT FUND



AMERICAN RESCUE PLAN FUND

The American Rescue Plan Fund consists of federal funds received under the federal American Rescue Plan passed in 2021. These are the following departments included in this fund:

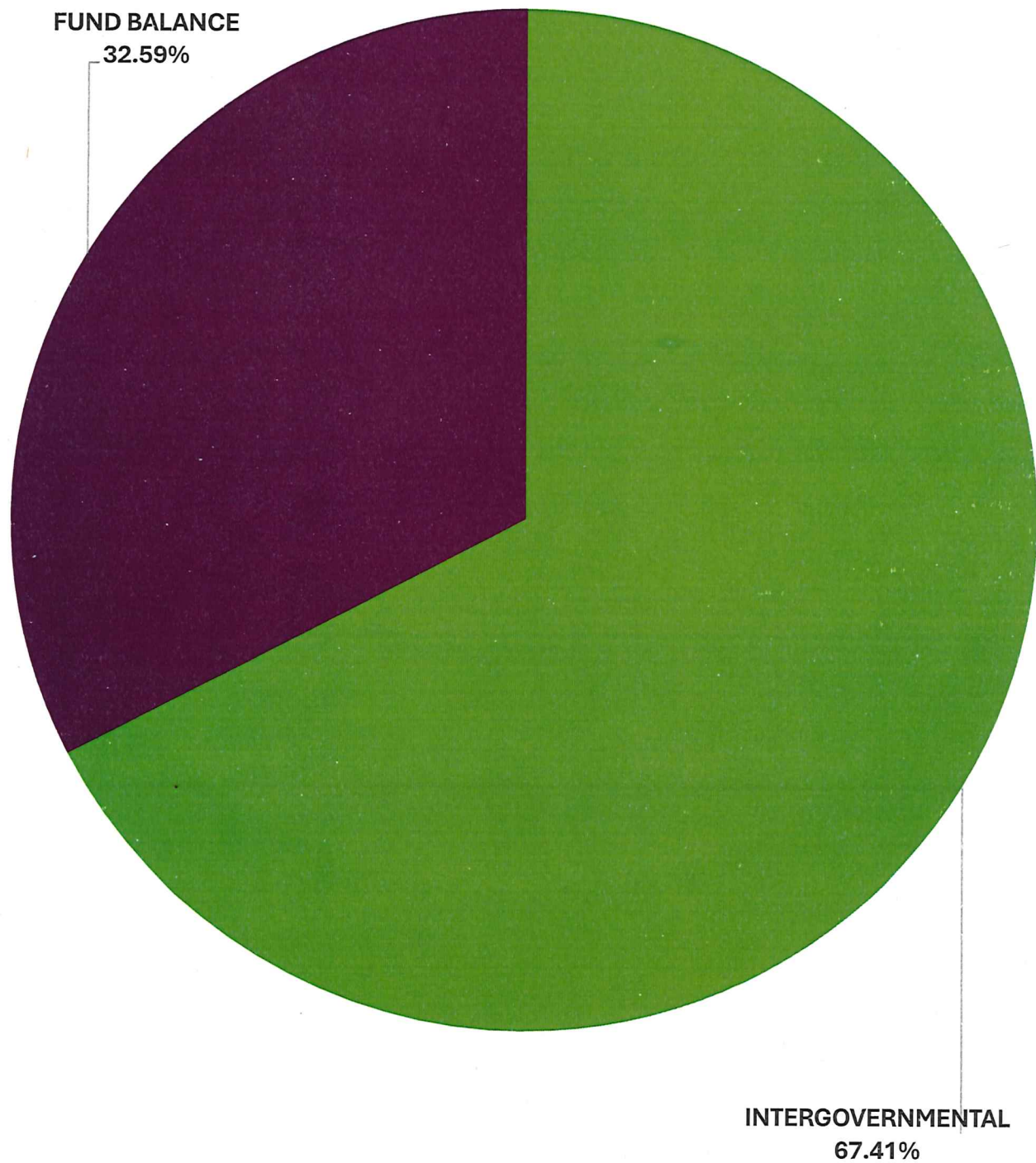
- Water Distribution
- Sewer Collection



ESTIMATED REVENUES - AMERICAN RESCUE PLAN FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INTERGOVERNMENTAL				
STATE GRANT REVENUE	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000
INTERGOVERNMENTAL SUBTOTAL	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000	\$ 11,000,000
FUND BALANCE				
AMERICAN RESCUE PLAN	\$ 7,238,085	\$ 9,453,911	\$ 7,224,081	\$ 5,318,361
FUND BALANCE SUBTOTAL	\$ 7,238,085	\$ 9,453,911	\$ 7,224,081	\$ 5,318,361
 GRAND TOTAL	 \$ 18,238,085	 \$ 20,453,911	 \$ 18,224,081	 \$ 16,318,361

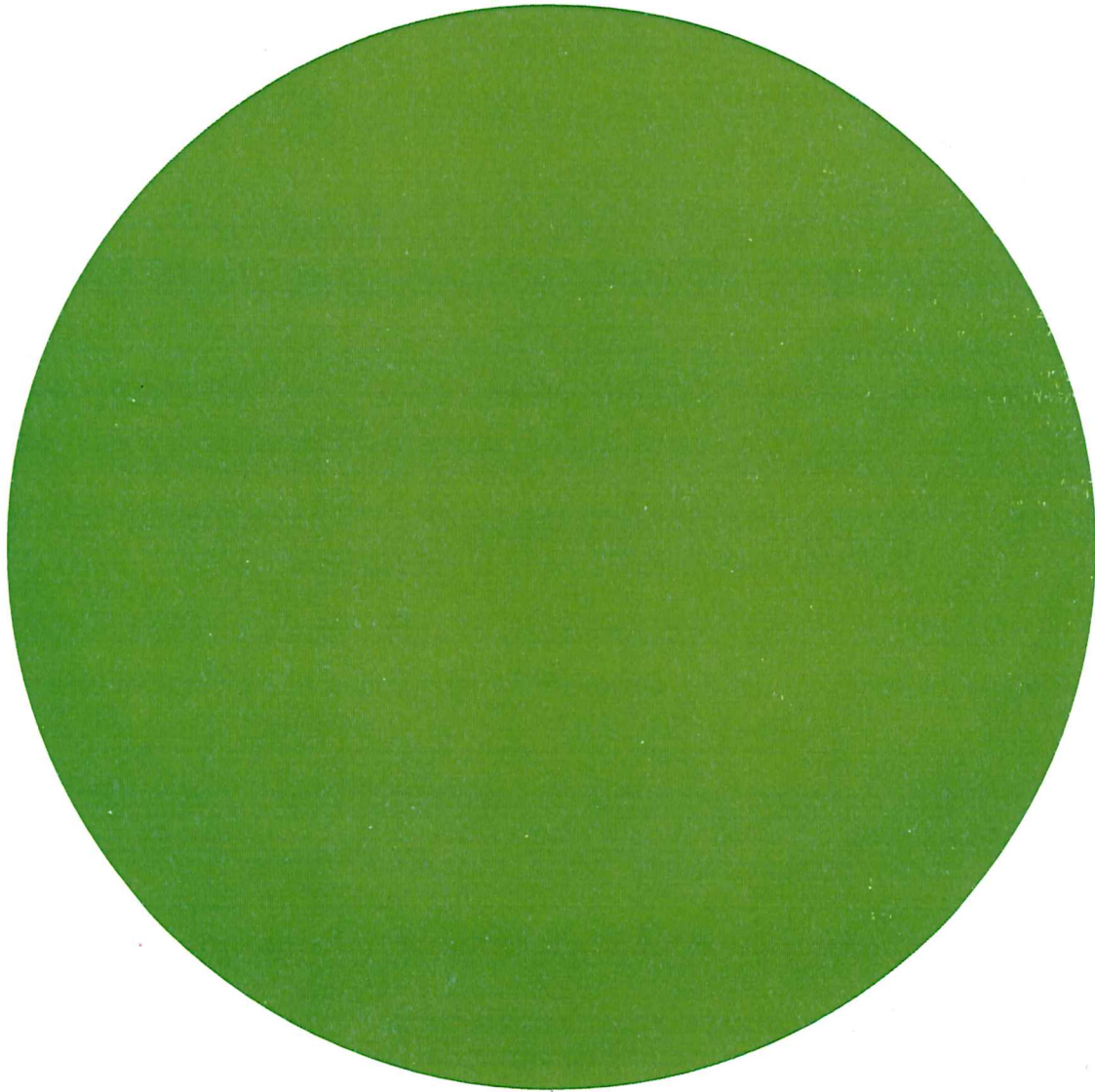
ESTIMATED EXPENDITURES - AMERICAN RESCUE PLAN FUND



ESTIMATED EXPENDITURE - AMERICAN RESCUE PLAN FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
PUBLIC WORKS-WATER DIST				
CAPITAL OUTLAY-BLDGS & IMPRV	\$ 13,185,000	\$ 13,229,830	\$ 6,165,000	\$ 4,300,000
PUBLIC WORKS-WATER DIST SUBTOTAL	\$ 13,185,000	\$ 13,229,830	\$ 6,165,000	\$ 4,300,000
TOTAL	\$ 13,185,000	\$ 13,229,830	\$ 6,165,000	\$ 4,300,000

ESTIMATED EXPENDITURES - AMERICAN RESCUE PLAN FUND



**PUBLIC WORKS-
WATER DIST
100.00%**

2023 CAPITAL IMPROVEMENT FUND

The 2023 Capital Improvement Fund accounts for the additional half-cent sales tax that was passed in January 2023 to be used for infrastructure projects. It specifically serves as collateral for the loans received from the Oklahoma Water Resources Board which funded the Wastewater Treatment Plan update. These are the following departments included in this fund:

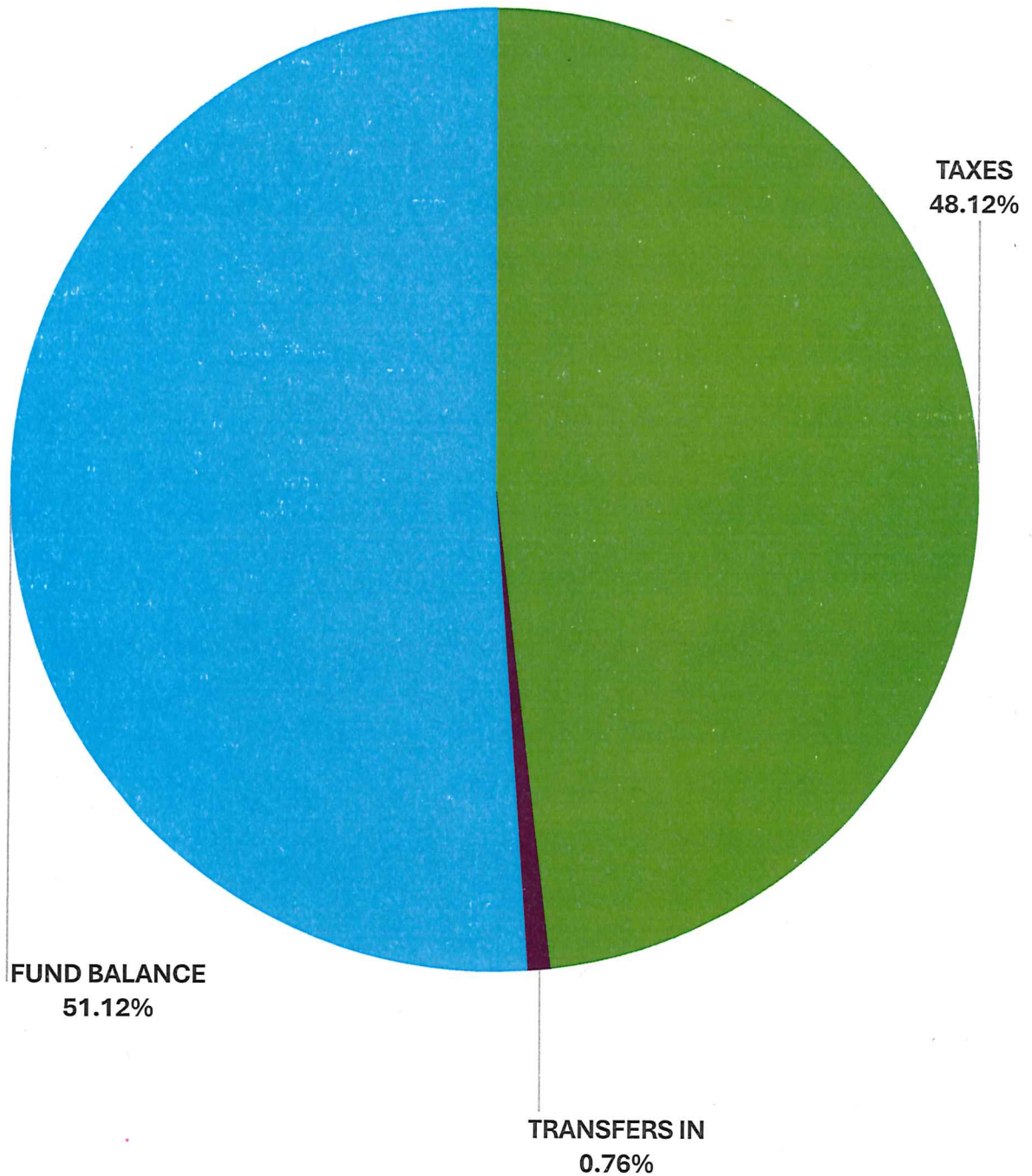
- Transfers Out



ESTIMATED REVENUES - 2023 CAPITAL IMPROVEMENT FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TAXES				
SALES TAX	\$ 3,672,115	\$ 3,672,115	\$ 3,672,115	\$ 4,067,976
TAXES SUBTOTAL	\$ 3,672,115	\$ 3,672,115	\$ 3,672,115	\$ 4,067,976
TRANSFERS IN				
TRANSFER FROM SMA	\$ 1,163,458	\$ 1,643,458	\$ 1,163,458	\$ 64,057
TRANSFER IN SUBTOTAL	\$ 1,163,458	\$ 1,643,458	\$ 1,163,458	\$ 64,057
FUND BALANCE				
2023 CAPITAL IMPROVEMENT	\$ 350,000	\$ 350,000	\$ 1,513,458	\$ 4,321,034
FUND BALANCE SUBTOTAL	\$ 350,000	\$ 350,000	\$ 1,513,458	\$ 4,321,034
 GRAND TOTAL	 \$ 5,185,573	 \$ 5,665,573	 \$ 6,349,031	 \$ 8,453,067

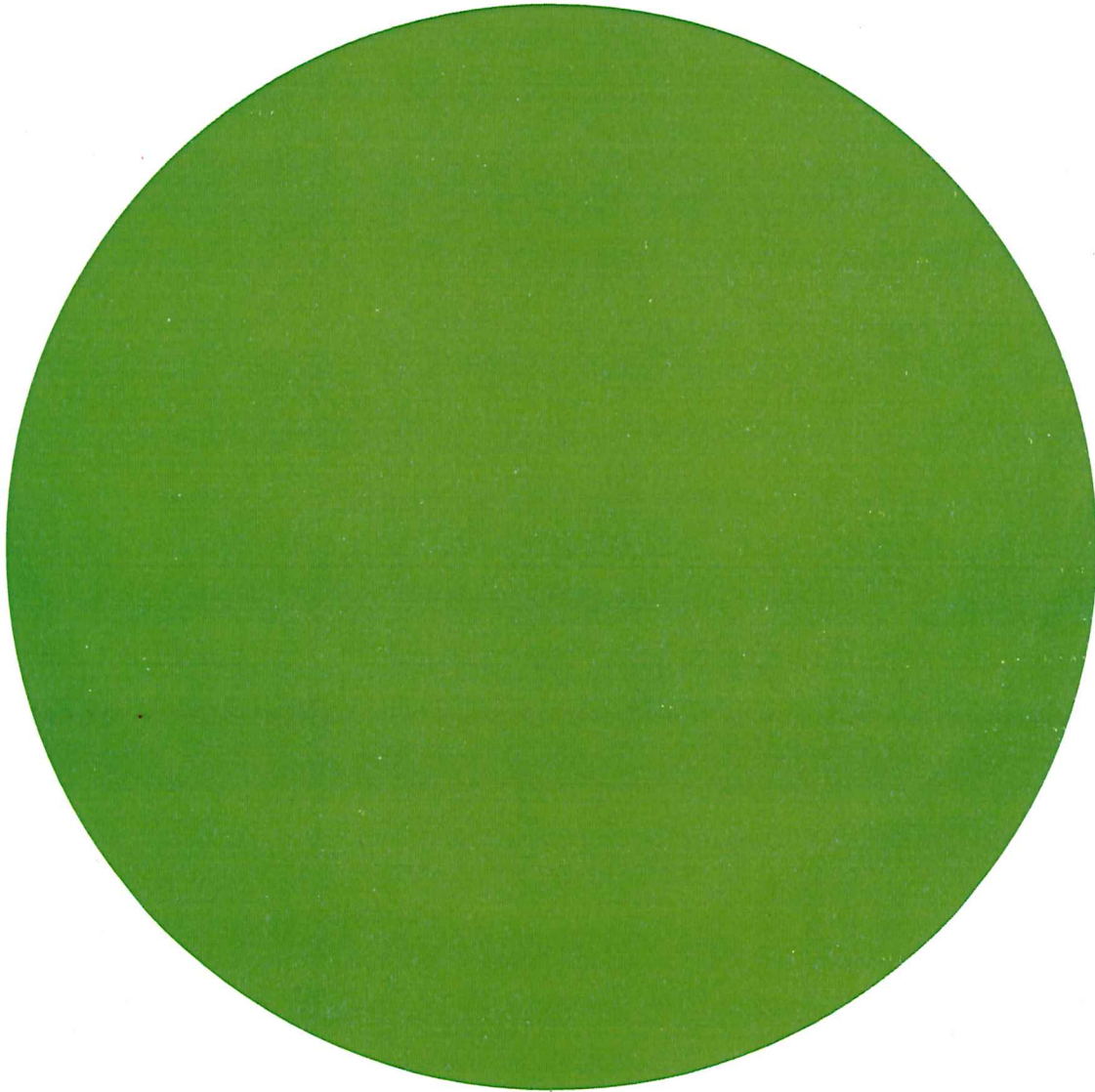
ESTIMATED EXPENDITURES - 2023 CAPITAL IMPROVEMENT FUND



ESTIMATED EXPENDITURE - 2023 CAPITAL IMPROVEMENT FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TRANSFERS OUT				
TRAASFER TO SMA	\$ 3,672,115	\$ 3,672,115	\$ 3,889,453	\$ 3,889,453
TRANSFERS OUT SUBTOTAL	\$ 3,672,115	\$ 3,672,115	\$ 3,889,453	\$ 3,889,453
TOTAL	\$ 3,672,115	\$ 3,672,115	\$ 3,889,453	\$ 3,889,453

ESTIMATED EXPENDITURES - 2023 CAPITAL IMPROVEMENT FUND



TRANSFERS OUT
100.00%

AQUATIC FUND

The Aquatic Fund is the main operating fund for the city pool and is funded through pool fees and a General Fund subsidy. These are the following departments included in this fund:

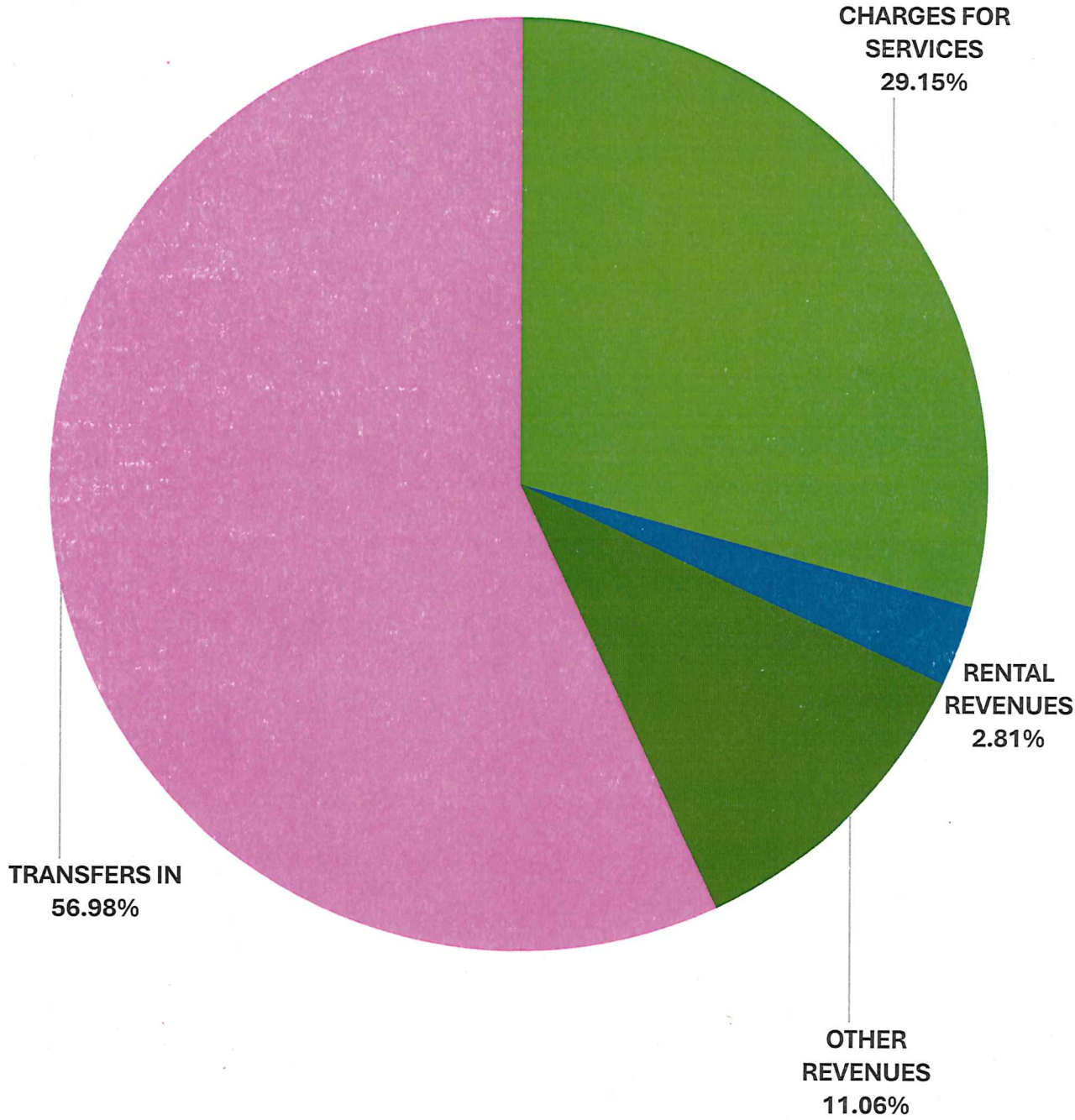
- Pool



ESTIMATED REVENUES - AQUATIC CENTER

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
CHARGES FOR SERVICES				
DAILY ADMISSION	\$ 110,849	\$ 95,000	\$ 95,000	\$ 95,000
SEASON PASSES	\$ 39,495	\$ 35,000	\$ 35,000	\$ 35,000
POOL PROGRAMMING	\$ 29,130	\$ 15,000	\$ 15,000	\$ 15,000
TAXES TOTAL	\$ 179,474	\$ 145,000	\$ 145,000	\$ 145,000
RENTAL REVENUES				
AQUATIC CENTER/ROOM RENTAL	\$ 27,837	\$ 13,000	\$ 13,000	\$ 13,000
MERCHANDISE	\$ 1,218	\$ 1,000	\$ 1,000	\$ 1,000
RENTAL REVENUES TOTAL	\$ 29,055	\$ 14,000	\$ 14,000	\$ 14,000
OTHER REVENUES				
CONCESSIONS - AQUATIC CENTER	\$ 69,778	\$ 55,000	\$ 55,000	\$ 55,000
OTHER REVENUES TOTAL	\$ 69,778	\$ 55,000	\$ 55,000	\$ 55,000
TRANSFERS IN				
TRANSFER FROM GENERAL FUND	\$ 199,948	\$ 274,948	\$ 274,948	\$ 283,448
TRANSFERS IN SUBTOTAL	\$ 199,948	\$ 274,948	\$ 274,948	\$ 283,448
 GRAND TOTAL	 \$ 379,422	 \$ 419,948	 \$ 419,948	 \$ 428,448

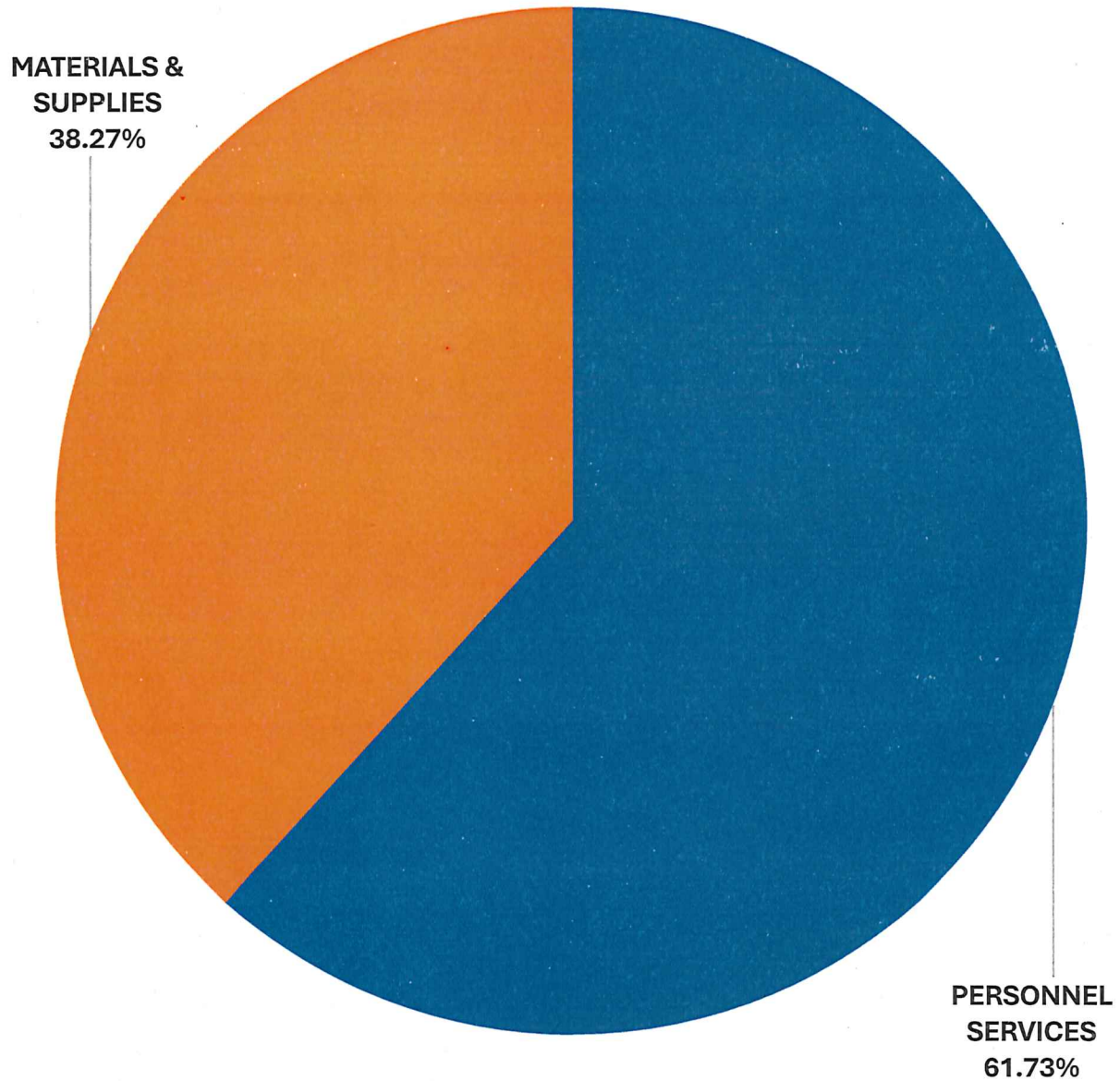
ESTIMATED REVENUES - AQUATIC FUND



ESTIMATED EXPENDITURE - AQUATIC CENTER

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
COMMUNITY DEVELOPMENT				
PERSONNEL SERVICES	\$ 213,106	\$ 226,930	\$ 226,930	\$ 230,412
MATERIALS & SUPPLIES	\$ 99,710	\$ 138,850	\$ 138,850	\$ 142,850
OTHER SERVICES & CHARGES	\$ 79,081	\$ 184,336	\$ 184,336	\$ -
COMMUNITY DEVELOPMENT SUBTOTAL	\$ 391,897	\$ 550,116	\$ 550,116	\$ 373,262
 TOTAL	 \$ 391,897	 \$ 550,116	 \$ 550,116	 \$ 373,262

ESTIMATED EXPENDITURES - AQUATIC FUND



WORKERS' COMPENSATION SELF-INSURANCE FUND

The Workers' Compensation Self-Insurance Fund accounts for workers' compensation insurance services provided to other departments on a cost reimbursement basis. These are the following departments included in this fund:

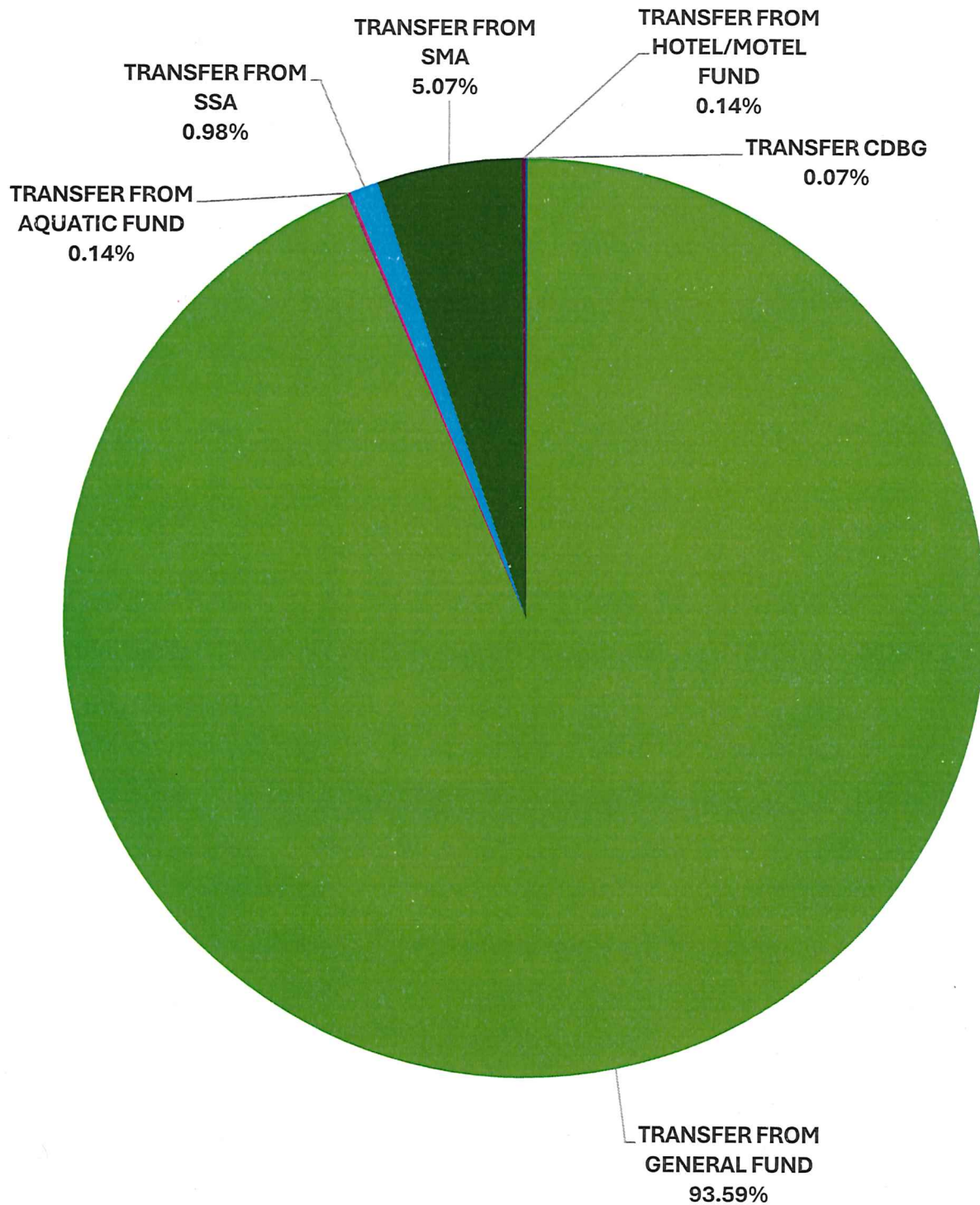
- Workers' Compensation



ESTIMATED REVENUES - WORK COMP SELF-INSUR FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
OTHE REVENUES				
REFUNDS & REIMBURSEMENTS	\$ 42,234	\$ -	\$ -	\$ -
OTHER REVENUES TOTAL	\$ 42,234	\$ -	\$ -	\$ -
TRANSFERS IN				
TRANSFER FROM GENERAL FUND	\$ 115,401	\$ 775,498	\$ 775,498	\$ 775,498
TRANSFER FROM AQUATIC FUND	\$ 2,569	\$ 1,198	\$ 1,198	\$ 1,198
TRANSFER FROM SSA	\$ 2,145	\$ 8,118	\$ 8,118	\$ 8,118
TRANSFER FROM SMA	\$ 22,177	\$ 42,030	\$ 42,030	\$ 42,030
TRANSFER FROM HOTEL/MOTEL FUND	\$ 1,075	\$ 1,159	\$ 1,159	\$ 1,159
TRANSFER CDBG	\$ 541	\$ 579	\$ 5,799	\$ 579
TRANSFERS IN SUBTOTAL	\$ 143,908	\$ 828,582	\$ 833,802	\$ 828,582
 GRAND TOTAL	 \$ 186,142	 \$ 828,582	 \$ 833,802	 \$ 828,582

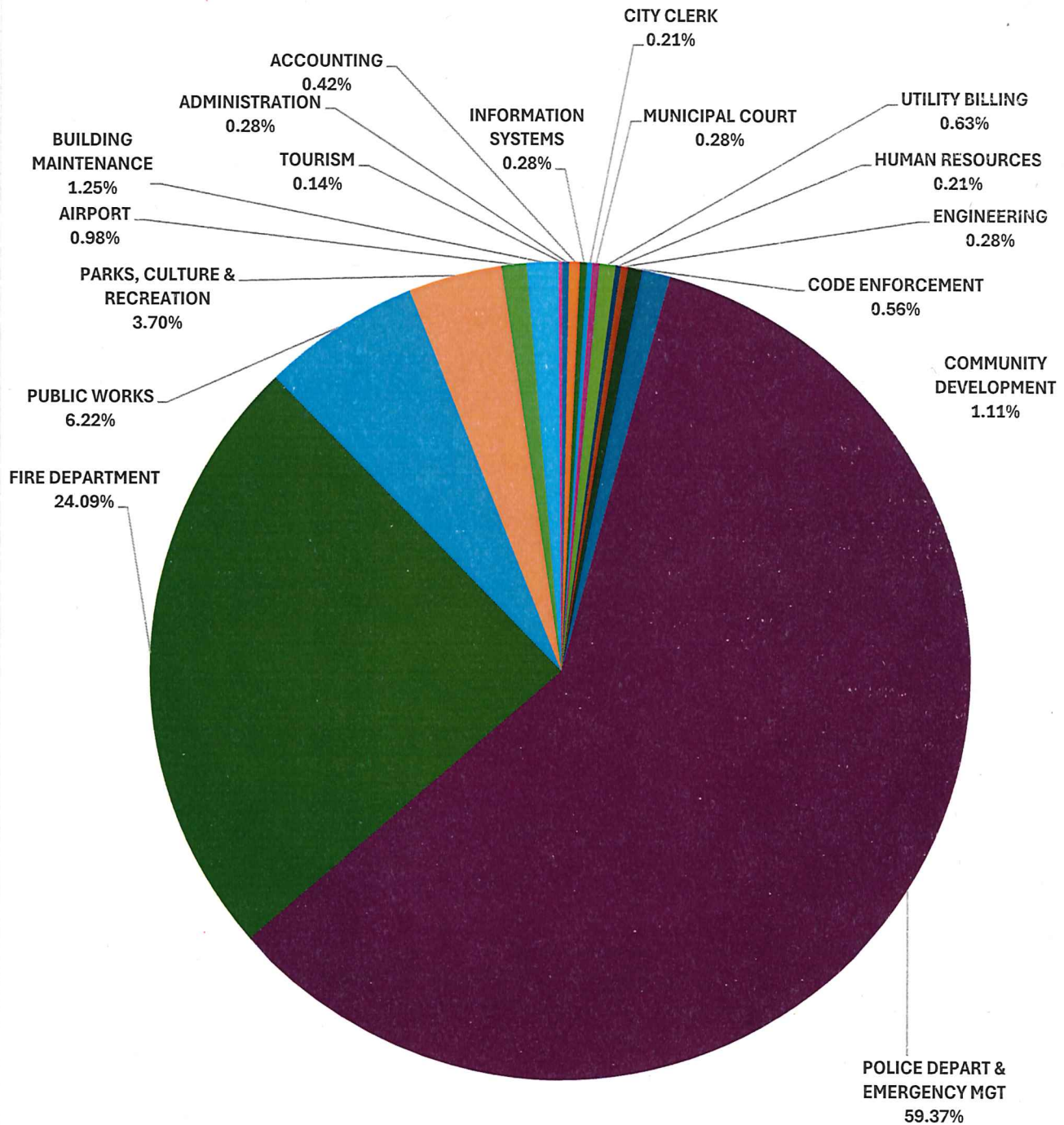
ESTIMATED REVENUES - WORKER'S COMPENSATION SELF-INSURANCE FUND



ESTIMATED EXPENDITURE - WORK COMP SELF-INSUR FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
OTHER SERVICES & CHARGES				
ADMINISTRATION	\$ 1,988	\$ 1,988	\$ 2,320	\$ 2,320
ACCOUNTING	\$ 2,978	\$ 2,978	\$ 3,476	\$ 3,476
INFORMATION SYSTEMS	\$ 1,985	\$ 1,985	\$ 2,317	\$ 2,317
CITY CLERK	\$ 1,489	\$ 1,489	\$ 1,738	\$ 1,738
MUNICIPAL COURT	\$ 1,985	\$ 1,985	\$ 2,317	\$ 2,317
UTILITY BILLING	\$ 5,413	\$ 5,413	\$ 5,224	\$ 5,224
HUMAN RESOURCES	\$ 1,489	\$ 1,489	\$ 1,738	\$ 1,738
ENGINEERING	\$ 1,489	\$ 1,489	\$ 2,317	\$ 2,317
CODE ENFORCEMENT	\$ 3,475	\$ 3,475	\$ 4,634	\$ 4,634
COMMUNITY DEVELOPMENT	\$ 8,182	\$ 8,182	\$ 9,216	\$ 9,216
POLICE DEPART & EMERGENCY MGT	\$ 442,371	\$ 442,371	\$ 491,914	\$ 491,914
FIRE DEPARTMENT	\$ 166,636	\$ 166,636	\$ 199,582	\$ 199,582
PUBLIC WORKS	\$ 43,526	\$ 43,526	\$ 51,532	\$ 51,532
PARKS, CULTURE & RECREATION	\$ 27,417	\$ 27,417	\$ 30,640	\$ 30,640
AIRPORT	\$ 1,985	\$ 1,985	\$ 8,118	\$ 8,118
BUILDING MAINTENANCE	\$ 11,083	\$ 11,083	\$ 10,340	\$ 10,340
TOURISM	\$ 993	\$ 993	\$ 1,159	\$ 1,159
OTHER SERVICES & CHARGES SUBTOTAL	\$ 724,484	\$ 724,484	\$ 828,582	\$ 828,582
 TOTAL	 \$ 724,484	 \$ 724,484	 \$ 828,582	 \$ 828,582

ESTIMATED EXPENDITURES - WORKER'S COMPENSATION SELF-INSURANCE FUND



INSURANCE RECOVERY FUND

The Insurance recovery Fund is responsible for tracking insurance proceeds from property damage claims, and the applicable expenses to repair or replace the assets. These are the following departments included in this fund:

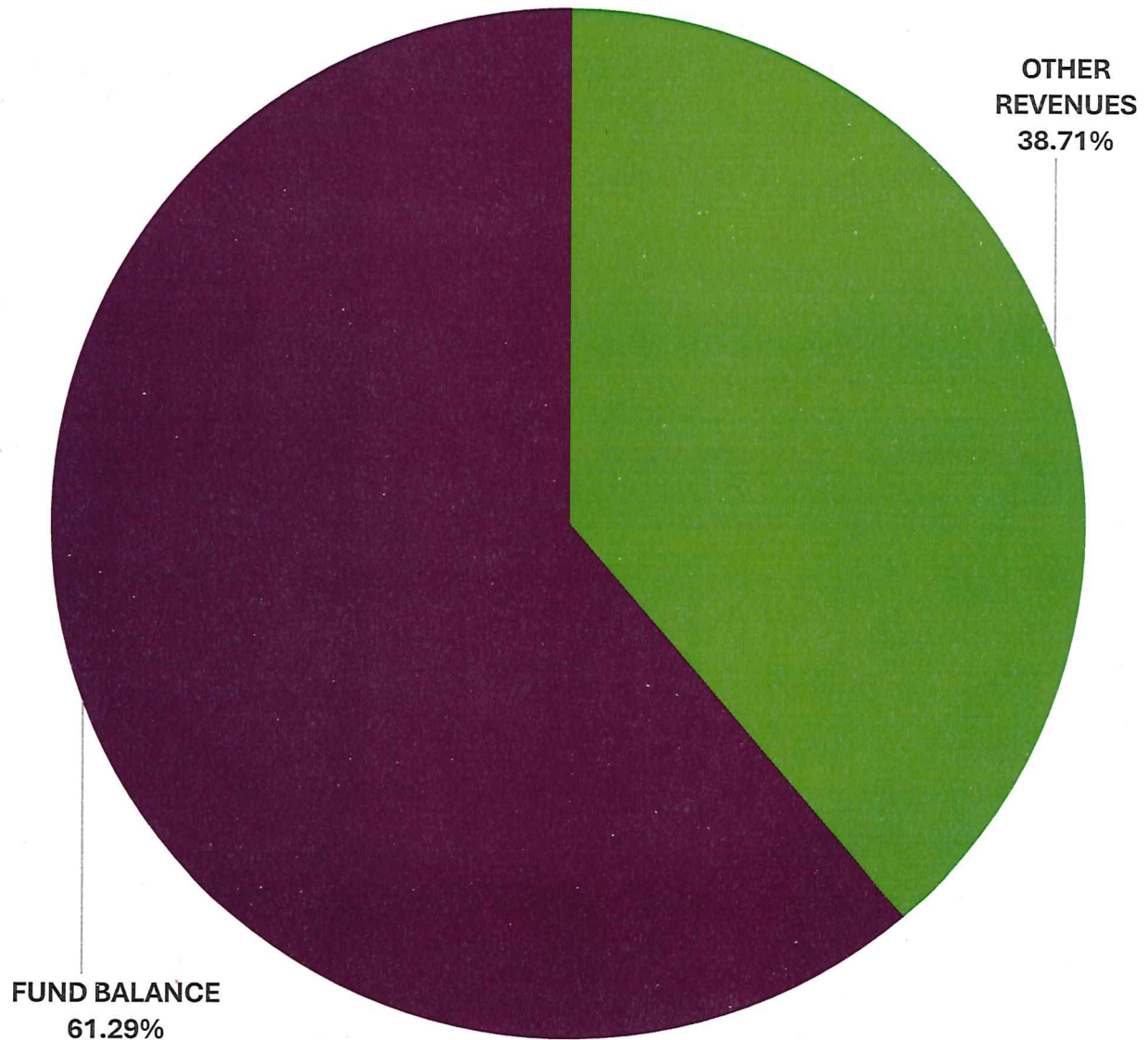
- Various Departments



ESTIMATED REVENUES - INSURANCE RECOVERY FUND

	ACTUAL BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26
OTHER REVENUES							
INSURANCE RECOVERY	\$	-	\$	50,000	\$	50,000	\$ 1,200,000
OTHER REVENUES SUBTOTAL	\$	-	\$	50,000	\$	50,000	\$ 1,200,000
FUND BALANCE							
GENERAL FUND	\$	-	\$	-	\$	-	\$ 1,899,686
FUND BALANCE SUBTOTAL	\$	-	\$	-	\$	-	\$ 1,899,686
 GRAND TOTAL	 \$	 -	 \$	 50,000	 \$	 50,000	 \$ 3,099,686

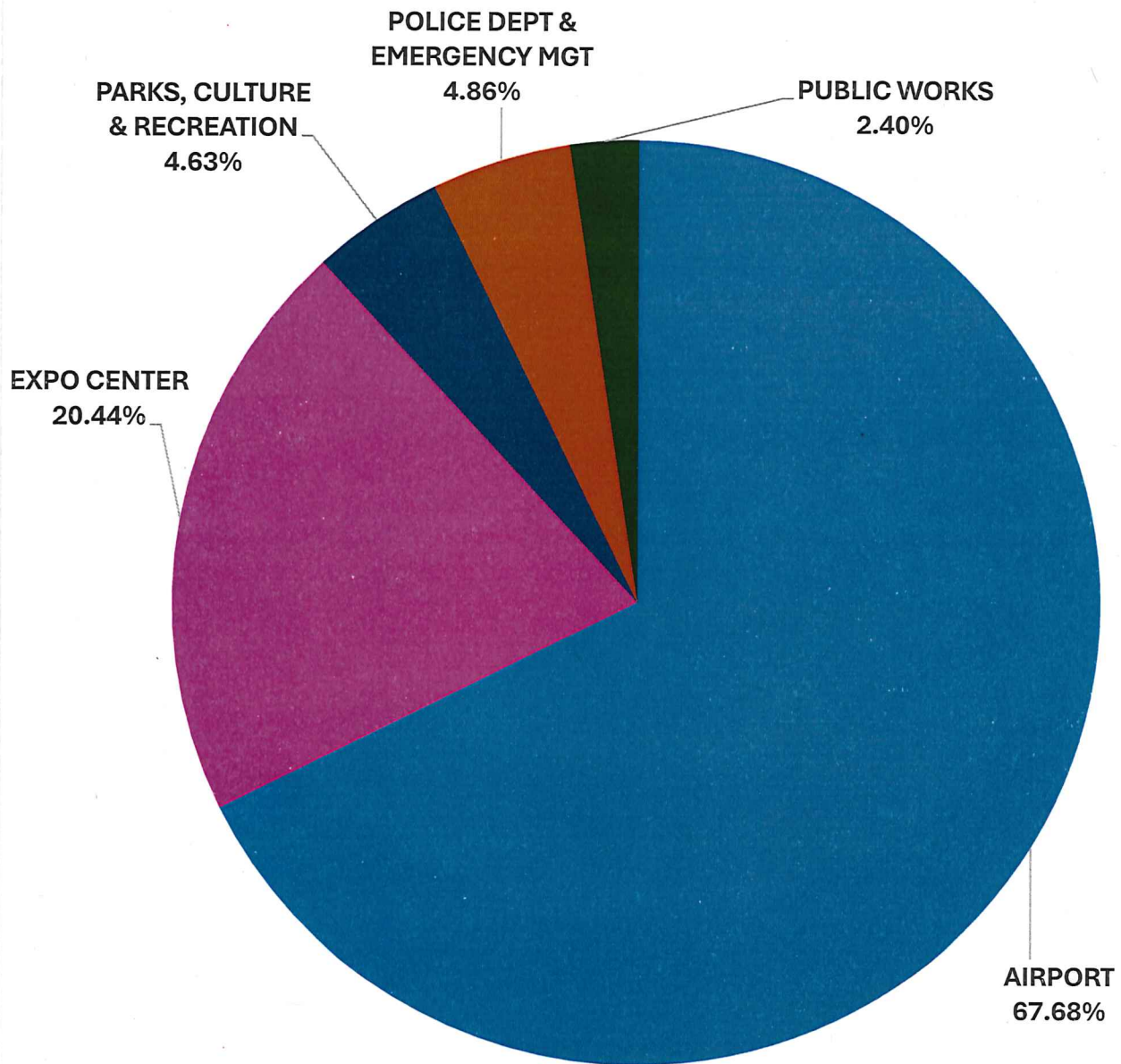
ESTIMATED EXPENDITURES - INSURANCE RECOVERY FUND



ESTIMATED EXPENDITURE - INSURANCE RECOVERY FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
CAPITAL OUTLAY				
ADMINISTRATION	\$ 31,408	\$ 50,000	\$ 50,000	\$ -
AIRPORT	\$ 1,005,550	\$ 2,082,894	\$ 2,082,894	\$ 2,033,000
CODE ENFORCCEMENT	\$ 4,339	\$ 2,268	\$ 2,268	\$ -
COMMUNUITY DEVELOPMENT	\$ 9,620	\$ 4,461	\$ 4,461	\$ -
ENGINEERING	\$ 14,795	\$ -	\$ -	\$ -
EXPO CENTER	\$ 626,671	\$ 626,671	\$ 626,671	\$ 614,000
FIRE DEPARTMENT	\$ 14,916	\$ 2,085	\$ 2,085	\$ -
PARKS, CULTURE & RECREATION	\$ 187,904	\$ 187,905	\$ 187,905	\$ 139,000
POLICE DEPT & EMERGENCY MGT	\$ 190,248	\$ 185,625	\$ 185,625	\$ 146,000
PUBLIC WORKS	\$ 101,962	\$ 83,837	\$ 83,837	\$ 72,000
CAPITAL OUTLAY SUBTOTAL	\$ 2,187,413	\$ 3,225,746	\$ 3,225,746	\$ 3,004,000
 TOTAL	 \$ 2,187,413	 \$ 3,225,746	 \$ 3,225,746	 \$ 3,004,000

ESTIMATED EXPENDITURES - INSURANCE RECOVERY FUND



LIBRARY FUND

The Library Fund accounts for maintenance of the city library. The main funding source is General Fund transfer. These are the following departments included in this fund:

- Library



ESTIMATED REVENUES - LIBRARY FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
TRANSFERS IN				
GENERAL FUND	\$ 85,000	\$ 85,000	\$ 93,766	\$ 93,376
TRANSFERS IN SUBTOTAL	\$ 85,000	\$ 85,000	\$ 93,766	\$ 93,376
GRAND TOTAL	\$ 85,000	\$ 85,000	\$ 93,766	\$ 93,376

ESTIMATED REVENUE - LIBRARY FUND

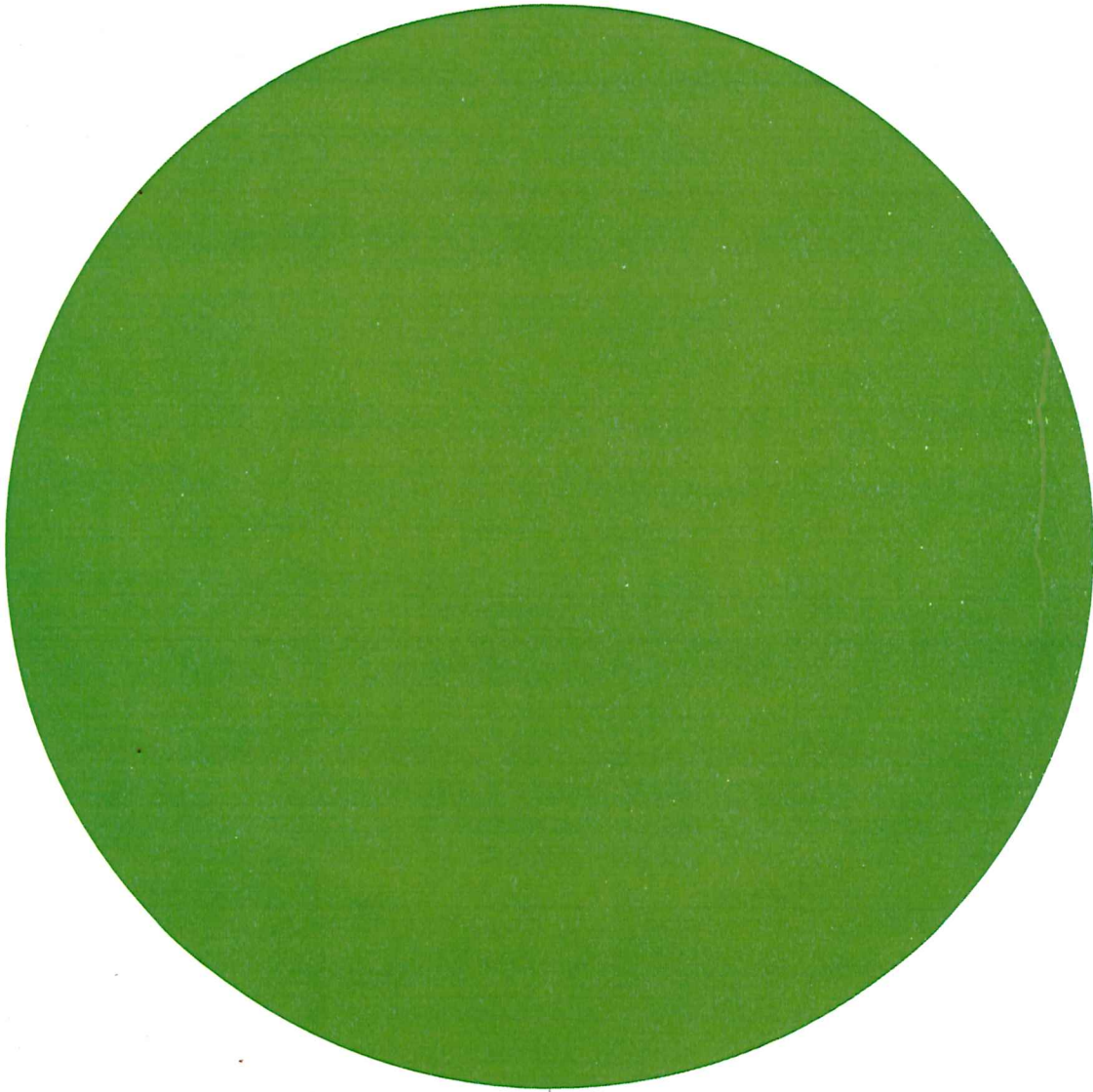


TRANSFERS IN
100.00%

ESTIMATED EXPENDITURE - LIBRARY FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
PARKS, CULTURE & RECREATION				
LIBRARY	\$ 85,000	\$ 85,000	\$ 93,376	\$ 93,376
PARKS, CULTURE & RECREATION SUBTOTAL	\$ 85,000	\$ 85,000	\$ 93,376	\$ 93,376
TOTAL	\$ 85,000	\$ 85,000	\$ 93,376	\$ 93,376

ESTIMATED EXPENDITURES - LIBRARY FUND



**PARKS, CULTURE &
RECREATION
100.00%**

CEMETERY PERPETUAL CARE FUND

The Cemetery Perpetual Care Fund accounts for the continuing care and maintenance as well as future capital investments of the city owned cemetery funded with fees restricted by external sources. These are the following departments included in this fund:

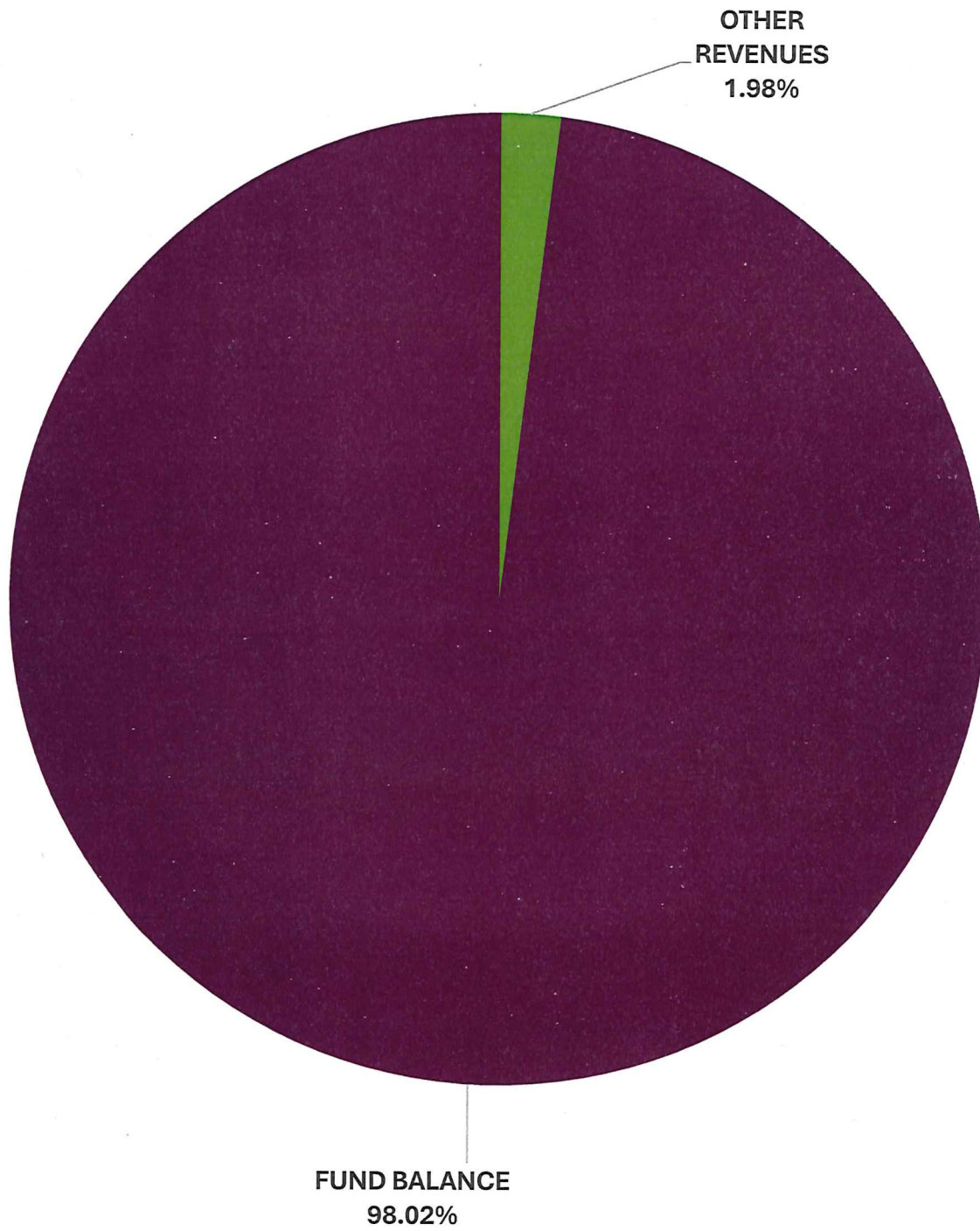
- Cemetery



ESTIMATED REVENUES - CEMETERY PERPETUAL FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
OTHER REVENUES				
CEMTERY LOT SALES	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
OTHER CEMETERY REVENUE	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
OTHER REVENUES TOTAL	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
FUND BALANCE				
GENERAL FUND	\$ 183,173	\$ 189,805	\$ 193,805	\$ 197,805
FUND BALANCE SUBTOTAL	\$ 183,173	\$ 189,805	\$ 193,805	\$ 197,805
GRAND TOTAL	\$ 187,173	\$ 193,805	\$ 197,805	\$ 201,805

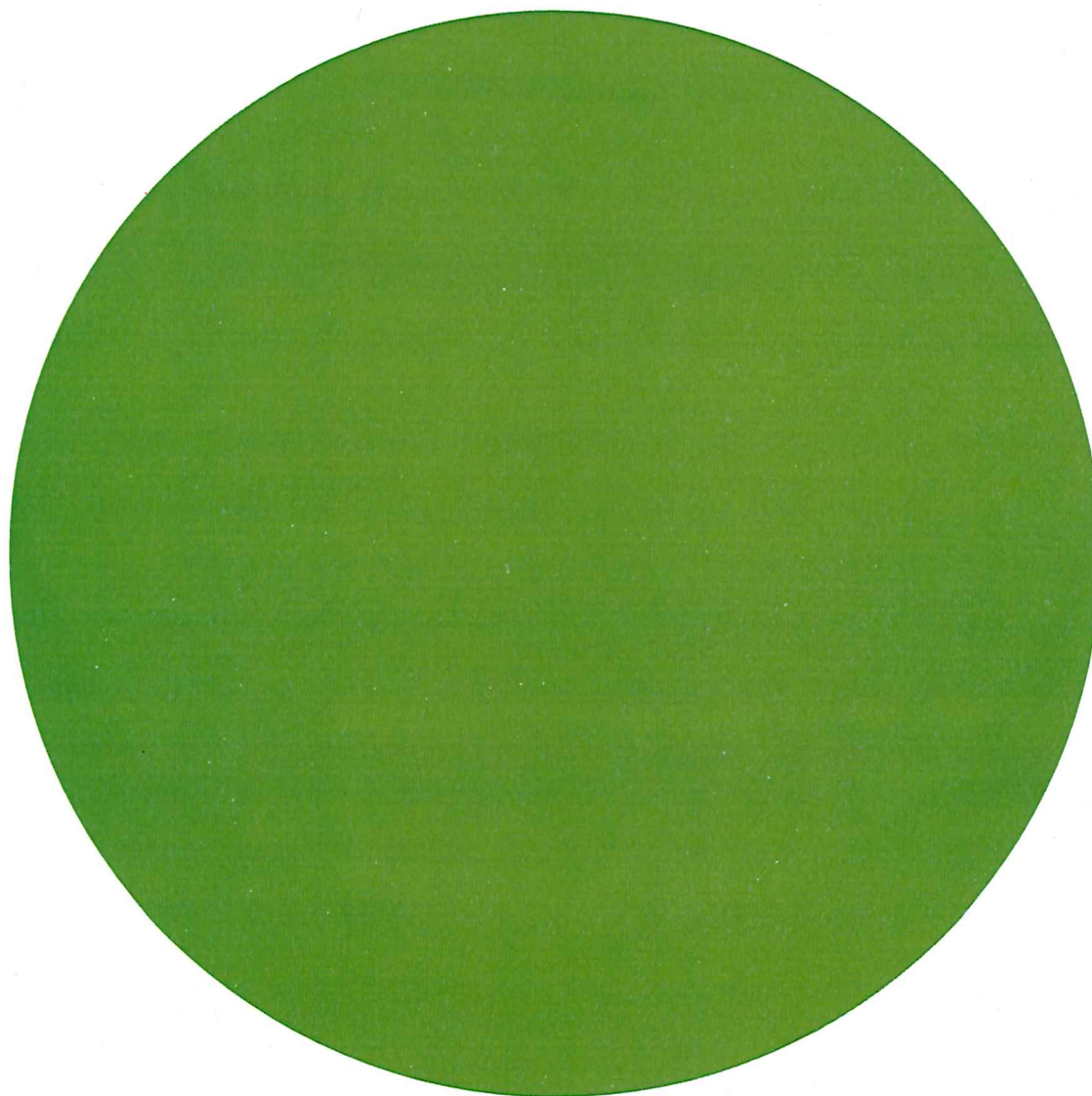
ESTIMATED REVENUES - CEMETERY PERPETUAL CARE FUND



ESTIMATED EXPENDITURE - CEMETERY PERPETUAL FUND

	ADOPTED BUDGET 2023-24		ORIGINAL BUDGET 2024-25		AMENDED BUDGET 2024-25		BUDGET 2025-26	
PARKS, CULTURE & RECREATION								
LIBRARY	\$	-	\$	3,862	\$	3,862	\$	3,862
PARKS, CULTURE & REC SUBTOTAL	\$	-	\$	3,862	\$	3,862	\$	3,862
TOTAL	\$	-	\$	3,862	\$	3,862	\$	3,862

ESTIMATED EXPENDITURES - CEMETERY PERPETUAL CARE FUND



**PARKS, CULTURE
& RECREATION
100.00%**

SISTER CITIES FUND

The Sister Cities Fund accounts for the activities carried out under the Sister Cities program with Nikaho, Japan. The main funding source is a transfer from the Economic Development Fund. These are the following departments included in this fund:

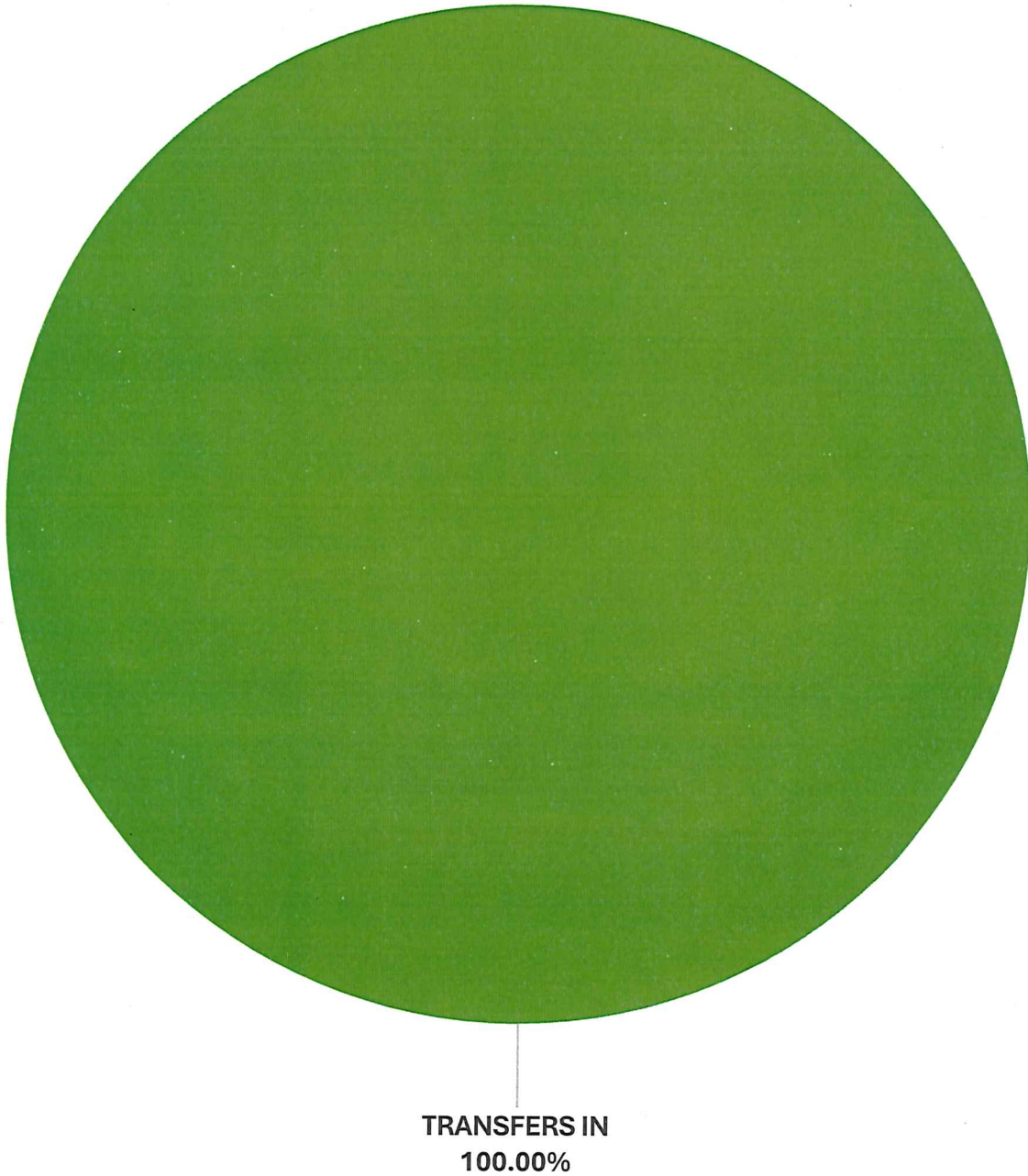
- Sister Cities



ESTIMATED REVENUES - SISTER CITIES FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
GIFTS AND DONATIONS				
COLLECTIONS - JAPAN TRIP	\$ 10,430	\$ -	\$ -	\$ -
OTHER REVENUES TOTAL	\$ 10,430	\$ -	\$ -	\$ -
TRANSFERS IN				
TRANSFER IN FROM ECONOMIC DEV	\$ -	\$ 42,500	\$ 42,500	\$ 42,500
TRANSFERS IN SUBTOTAL	\$ -	\$ 42,500	\$ 42,500	\$ 42,500
 GRAND TOTAL	 \$ 10,430	 \$ 42,500	 \$ 42,500	 \$ 42,500

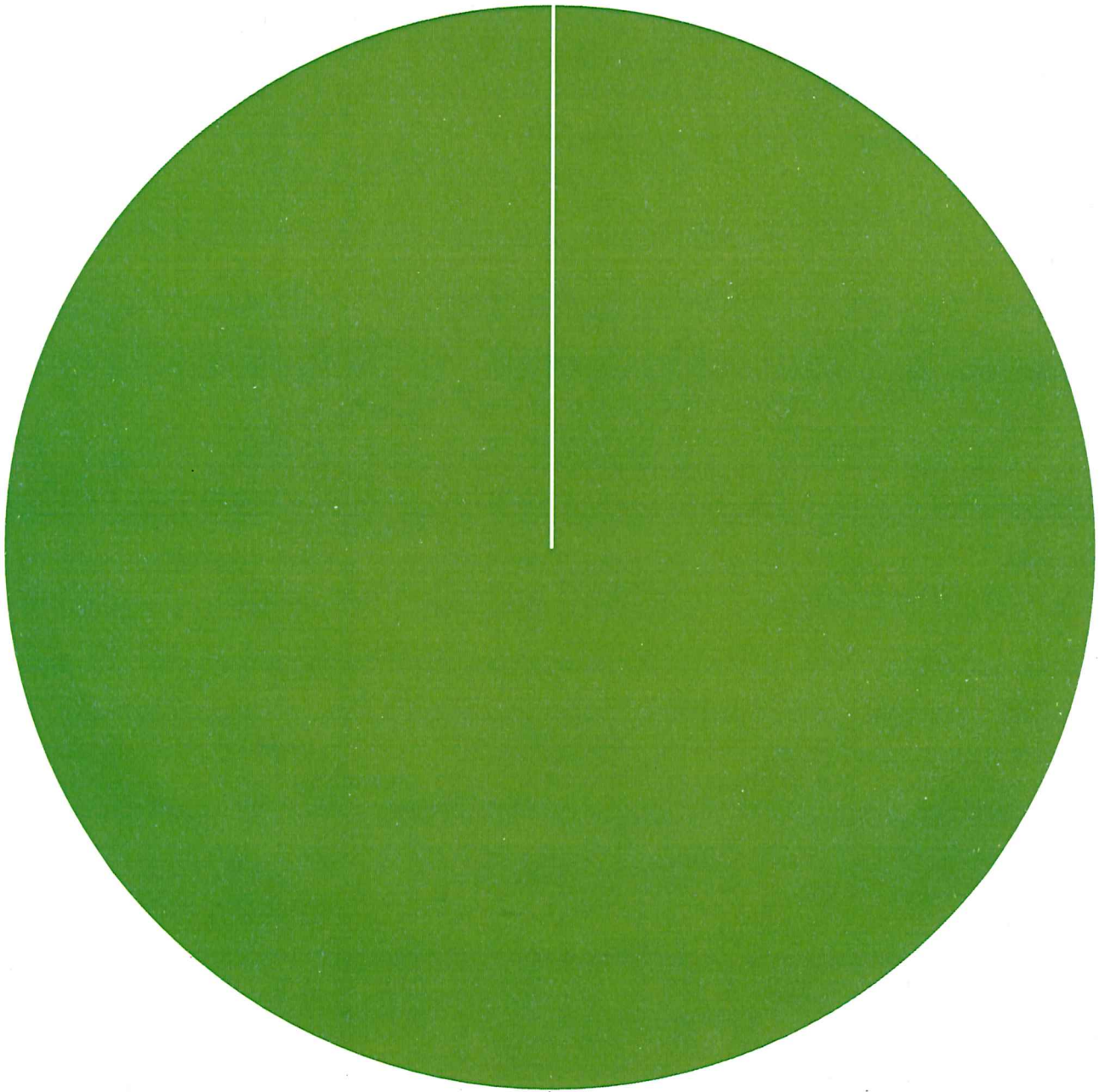
ESTIMATED EXPENDITURES - SISTER CITIES FUND



ESTIMATED EXPENDITURE - SISTER CITIES FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
ECONOMIC DEVELOPMENT				
SISTER CITIES	\$ 42,500	\$ 42,500	\$ 42,500	\$ 42,500
ECONOMIC DEV SUBTOTAL	\$ 42,500	\$ 42,500	\$ 42,500	\$ 42,500
TOTAL	\$ 42,500	\$ 42,500	\$ 42,500	\$ 42,500

ESTIMATED EXPENDITURES - SISTER CITIES FUND



SISTER CITIES
100.00%

SHAWNEE AIRPORT AUTHORITY

The Shawnee Airport Authority fund provides for the operation of the City of Shawnee Municipal Airport. The main revenue sources include rental revenues and federal grants for capital projects. These are the following departments included in this fund:

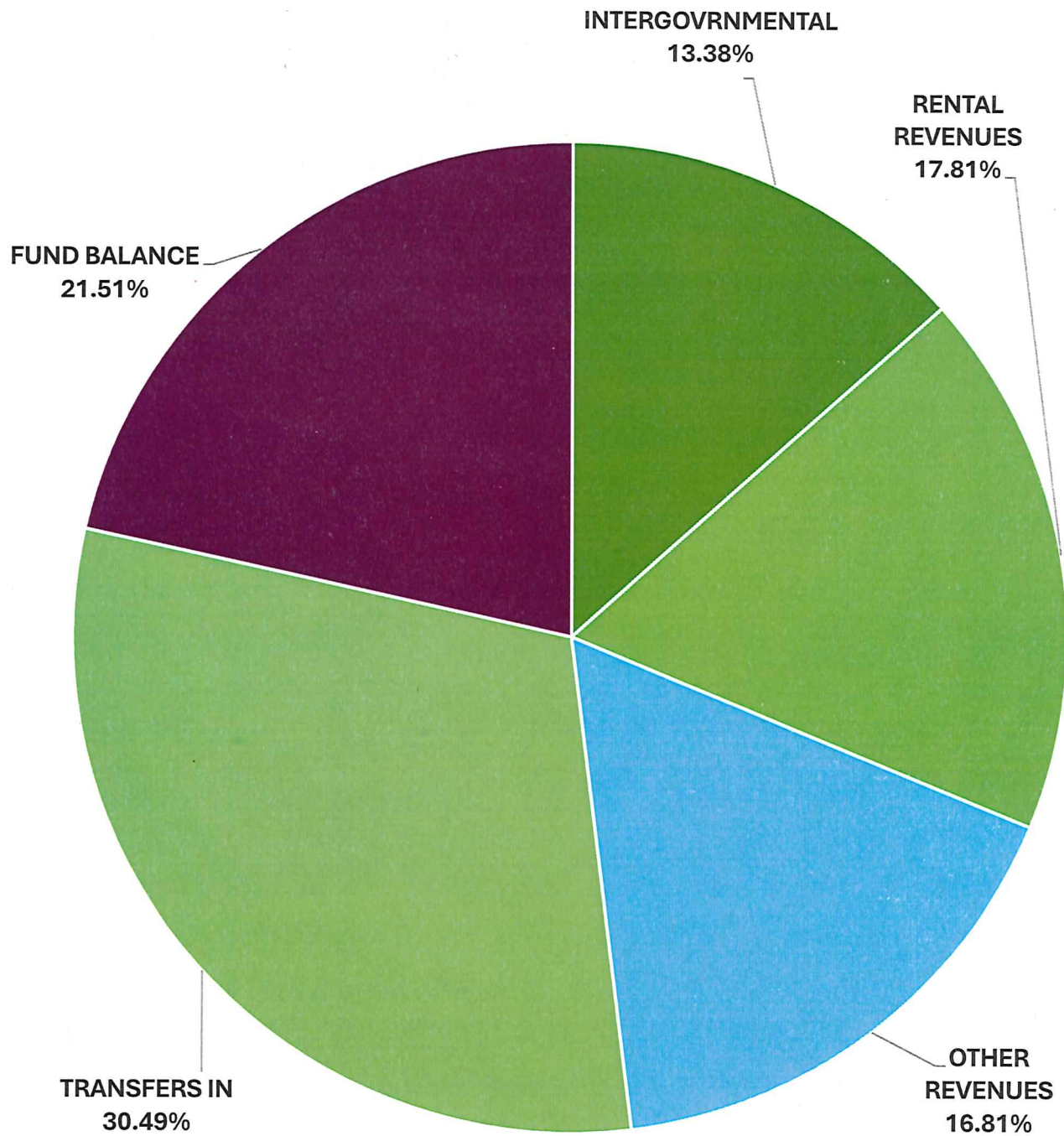
- Airport



ESTIMATED REVENUES - SHAWNEE AIRPORT AUTHORITY

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INTERGOVERNMENTAL				
FEDERAL GRANT REVENUE	\$ -	\$ 180,000	\$ 180,000	\$ 180,000
INTERGOVERNMENTAL SUBTOTAL	\$ -	\$ 180,000	\$ 180,000	\$ 180,000
RENTAL REVENUES				
AIRPORT RENTAL REVENUE	\$ 91,438	\$ 83,300	\$ 83,300	\$ 83,300
T-HANGAR RENTAL REVENUE	\$ 60,177	\$ 5,640	\$ 56,400	\$ 56,400
WATER TOWER RENTALS	\$ 83,359	\$ 100,000	\$ 100,000	\$ 100,000
RENTAL REVENUES SUBTOTAL	\$ 234,974	\$ 188,940	\$ 239,700	\$ 239,700
OTHER REVENUES				
OIL & LUBE SALES	\$ 467	\$ 1,000	\$ 1,000	\$ 1,000
OTHER MISC REVENUE	\$ 1,866	\$ 100	\$ 100	\$ 100
REFUNDS & REIMBURSEMENT	\$ 371	\$ -	\$ -	\$ -
FUEL FLOWAGE FEE	\$ -	\$ 150	\$ 150	\$ 150
FUEL SALES	\$ 193,988	\$ 225,000	\$ 225,000	\$ 225,000
OTHER REVENUES SUBTOTAL	\$ 196,692	\$ 226,250	\$ 226,250	\$ 226,250
TRANSFERS IN				
TRANSFER FROM GENERAL FUND	\$ 225,000	\$ 230,230	\$ 230,230	\$ 410,230
TRANSFERS IN SUBTOTAL	\$ 225,000	\$ 230,230	\$ 230,230	\$ 410,230
FUND BALANCE				
GENERAL FUND	\$ 479,497	\$ 331,606	\$ 549,697	\$ 289,468
FUND BALANCE SUBTOTAL	\$ 479,497	\$ 331,606	\$ 549,697	\$ 289,468
GRAND TOTAL	\$ 1,136,163	\$ 1,157,026	\$ 1,425,877	\$ 1,345,648

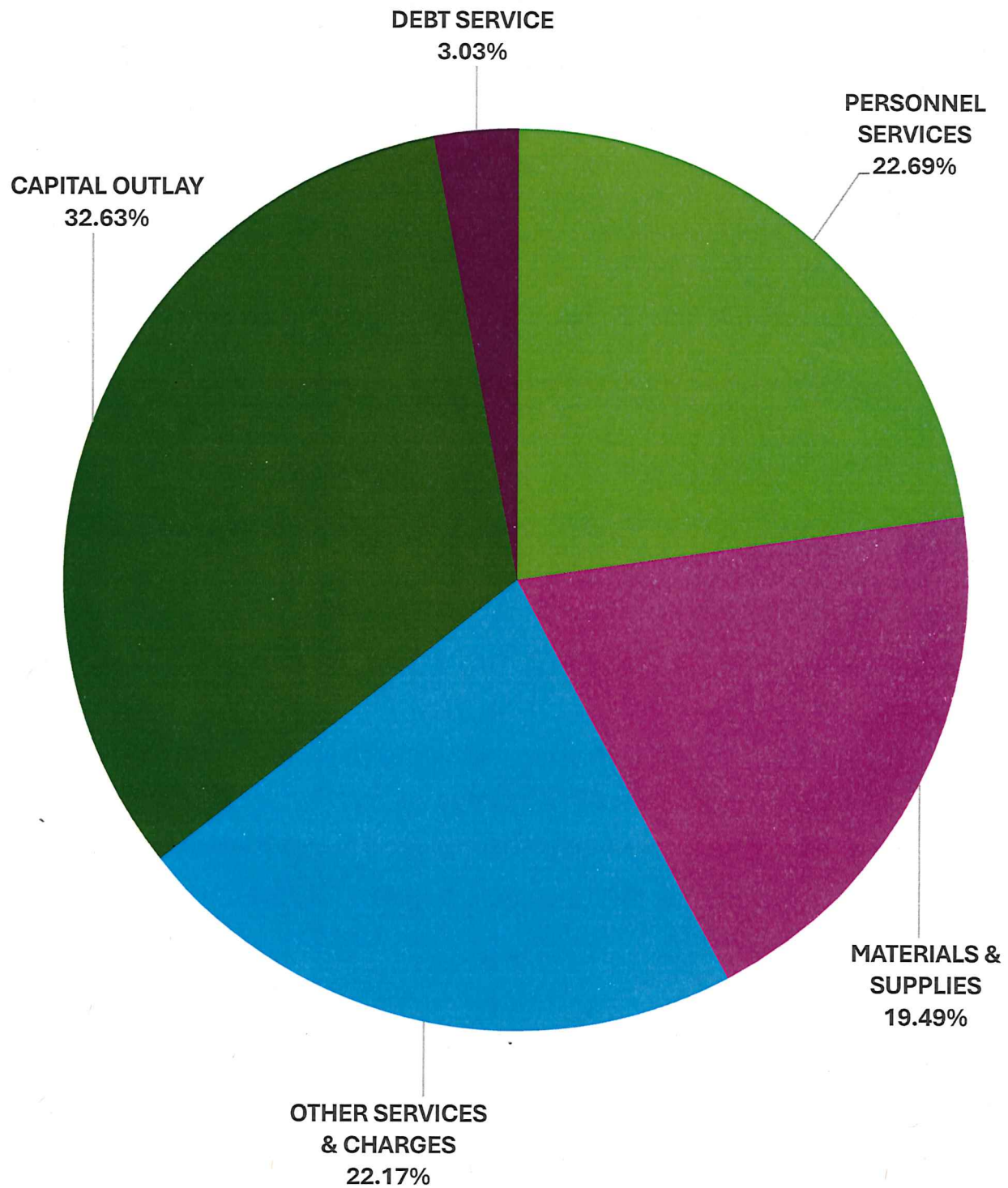
ESTIMATED REVENUES SHAWNEE AIRPORT AUTHORITY



ESTIMATED EXPENDITURE - SHAWNEE AIRPORT AUTHORITY

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
AIRPORT				
PERSONNEL SERVICES	\$ 243,989	\$ 304,247	\$ 304,247	\$ 250,283
MATERIALS & SUPPLIES	\$ 161,051	\$ 135,000	\$ 215,000	\$ 215,000
OTHER SERVICES & CHARGES	\$ 98,273	\$ 242,985	\$ 242,985	\$ 244,600
CAPITAL OUTLAY	\$ 57,377	\$ 390,400	\$ 130,400	\$ 360,000
DEBT SERVICE	\$ 25,776	\$ 33,377	\$ 33,377	\$ 33,377
AIRPORT SUBTOTAL	\$ 586,466	\$ 1,106,009	\$ 926,009	\$ 1,103,260
 TOTAL	 \$ 586,466	 \$ 1,106,009	 \$ 926,009	 \$ 1,103,260

ESTIMATED EXPENDITURES - SHAWNEE AIRPORT AUTHORITY



SHAWNEE MUNICIPAL AUTHORITY

The Shawnee Municipal Authority accounts for the city's water, sewer, and sanitation operations. The major funding source is user charges. These are the following departments included in this fund:

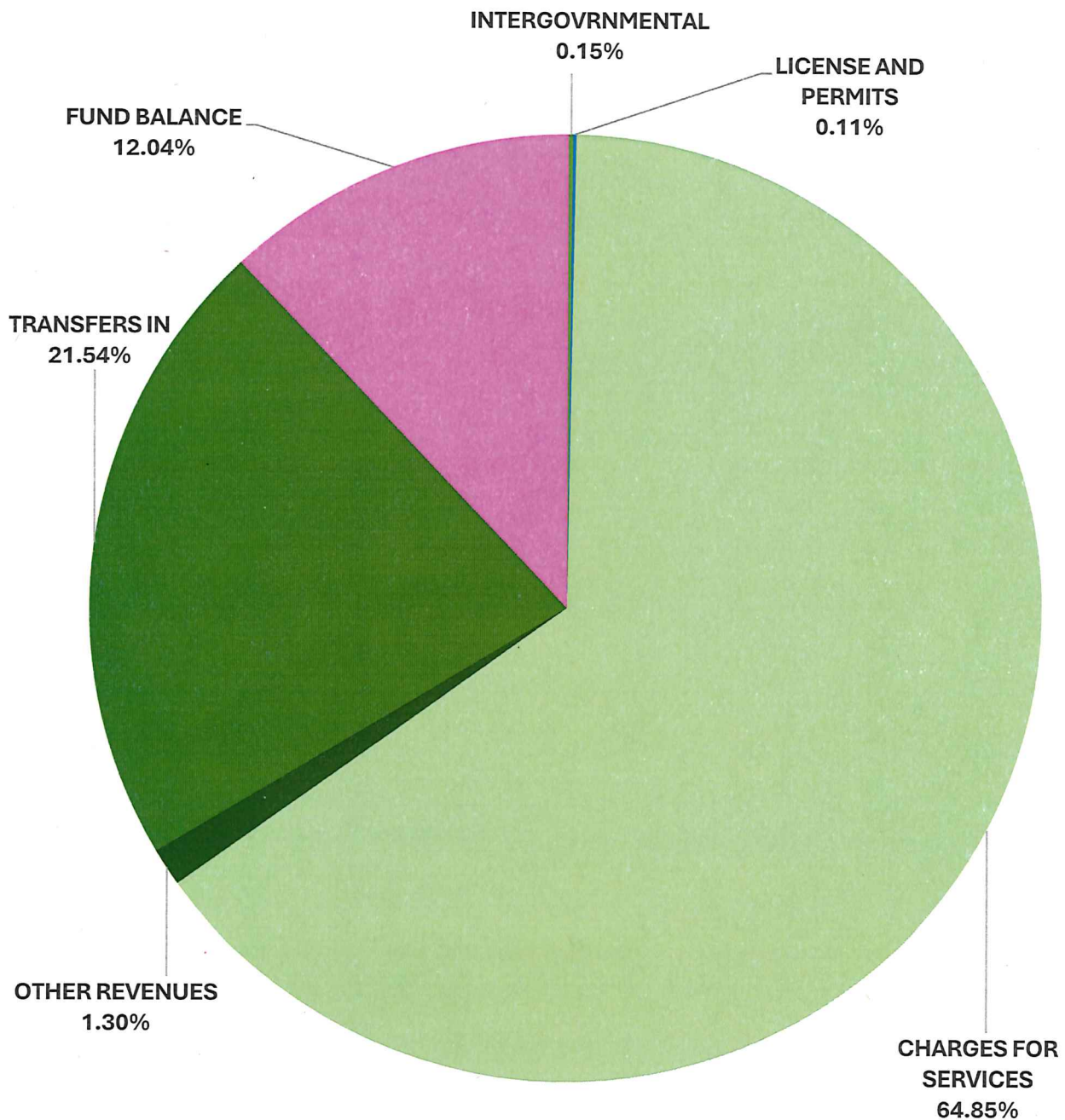
- Utility Billing
- Utility Administration
- Lake Operations
- Water Production
- Distribution & Collection
- North Sewer Treatment Plant
- South Sewer Treatment Plant
- Debt Service
- Transfers Out



ESTIMATED REVENUES - SHAWNEE MUNICIPAL AUTHORITY

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
INTERGOVERNMENTAL				
STATE GRANT REVENUE	\$ -	\$ 38,285	\$ 38,285	\$ 38,285
INTERGOVERNMENTAL SUBTOTAL	\$ -	\$ 38,285	\$ 38,285	\$ 38,285
LICENSE AND PERMITS				
ANNUAL BOATING	\$ 16,140	\$ 15,000	\$ 15,000	\$ 15,000
CAMPING	\$ 1,704	\$ 1,500	\$ 1,500	\$ 1,500
ANNUAL HUNTING PERMIT	\$ 870	\$ 500	\$ 500	\$ 750
DAILY HUNTING PERMIT	\$ 405	\$ 25	\$ 25	\$ 25
PAVILION RENTAL	\$ 1,925	\$ 500	\$ 500	\$ 500
DAILY FISHING	\$ 3,546	\$ 2,500	\$ 2,500	\$ 2,500
ANNUAL FISHING	\$ 5,945	\$ 4,500	\$ 4,500	\$ 4,500
DAILY BOATING	\$ 4,830	\$ 3,500	\$ 3,500	\$ 3,500
RENTAL REVENUES SUBTOTAL	\$ 35,365	\$ 28,025	\$ 28,025	\$ 28,275
CHARGES FOR SERVICES				
WATER SALES	\$ 7,585,458	\$ 8,011,413	\$ 8,011,413	\$ 8,243,744
SEWER SALES	\$ 4,345,928	\$ 4,544,369	\$ 4,544,369	\$ 4,676,156
SANITATION SERVICE	\$ 3,158,404	\$ 3,089,603	\$ 3,089,603	\$ 3,179,202
INDUSTRIAL PRETREET FEE	\$ 14,234	\$ 20,000	\$ 20,000	\$ 20,000
REONNECT FEES	\$ 226,515	\$ 175,000	\$ 175,000	\$ 200,000
INSUFFICIENT CHECK FEES	\$ 3,627	\$ 2,000	\$ 2,000	\$ 2,500
PROCESSING FEE	\$ 40,775	\$ 40,000	\$ 40,000	\$ 40,775
TRANSFER OF SERVICE FEE	\$ 5,825	\$ 5,000	\$ 5,000	\$ 5,500
METER MAINTENCE FEE	\$ 27,903	\$ -	\$ -	\$ -
CUTOFF NOTICE FEE	\$ 96,895	\$ 85,000	\$ 85,000	\$ 95,000
CHARGES FOR SERVICES SUBTOTAL	\$ 15,505,564	\$ 15,972,385	\$ 15,972,385	\$ 16,462,877
OTHER REVENUES				
PENALTIES	\$ 248,919	\$ 240,000	\$ 240,000	\$ 270,000
STATE INSURANCE SUBSIDY	\$ 26,457	\$ 40,000	\$ 40,000	\$ 45,000
REFUNDS & REIMBURSEMENTS	\$ 15,949	\$ -	\$ -	\$ 15,000
OTHER REVENUES SUBTOTAL	\$ 291,325	\$ 280,000	\$ 280,000	\$ 330,000
TRANSFERS IN				
TRANSFER FROM STREET FUND	\$ 600,000	\$ 600,000	\$ 600,000	\$ 750,000
TRANSFER FROM CAP IMPRV FUND	\$ 500,000	\$ 500,000	\$ 500,000	\$ 650,000
TRANSFER FROM 2023 CAP PROJ	\$ 3,672,115	\$ 3,889,453	\$ 3,889,453	\$ 4,067,976
TRANSFERS IN SUBTOTAL	\$ 4,772,115	\$ 4,989,453	\$ 4,989,453	\$ 5,467,976
FUND BALANCE				
SHAWNEE MUNICIPAL AUTHORITY	\$ 1,731,584	\$ 2,226,502	\$ 1,426,038	\$ 3,056,879
FUND BALANCE SUBTOTAL	\$ 1,731,584	\$ 2,226,502	\$ 1,426,038	\$ 3,056,879
GRAND TOTAL	\$ 22,335,953	\$ 23,534,650	\$ 22,734,186	\$ 25,384,292

ESTIMATED REVENUES - SHAWNEE MUNICIPAL AUTHORITY



ESTIMATED EXPENDITURE - SHAWNEE MUNICIPAL AUTHORITY

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
UTILITY BILLING				
PERSONNEL SERVICES	\$ 193,547	\$ 217,823	\$ 217,823	\$ 249,173
MATERIALS & SUPPLIES	\$ 2,451	\$ 2,000	\$ 2,000	\$ 3,869
OTHER SERVICES & CHARGES	\$ 568,324	\$ 640,938	\$ 640,938	\$ 3,502,979
CAPITAL OUTLAY	\$ -	\$ 57,913	\$ 57,913	\$ -
UTILITY BILLING SUBTOTAL	\$ 764,322	\$ 918,674	\$ 918,674	\$ 3,756,021
UTILITY ADMINISTRATION				
PERSONNEL SERVICES	\$ 383,440	\$ 415,774	\$ 415,774	\$ 438,987
MATERIALS & SUPPLIES	\$ 5,400	\$ 11,350	\$ 9,950	\$ 11,750
OTHER SERVICES & CHARGES	\$ 3,155,944	\$ 3,704,100	\$ 3,580,500	\$ 726,350
CAPITAL OUTLAY	\$ 27,345	\$ 80,000	\$ 80,000	\$ -
DEBT SERVICE	\$ 236,866	\$ 270,000	\$ 270,000	\$ 270,000
UTILITY ADMINISTRATION SUBTOTAL	\$ 3,808,995	\$ 4,481,224	\$ 4,356,224	\$ 1,447,087
LAKE OPERATIONS				
OTHER SERVICES & CHARGES	\$ 72,598	\$ 69,200	\$ 69,200	\$ 99,200
CAPITAL OUTLAY	\$ 11,100	\$ -	\$ -	\$ -
LAKE OPERATIONS SUBTOTAL	\$ 83,698	\$ 69,200	\$ 69,200	\$ 99,200
WATER DISTRIBUTION				
PERSONNEL SERVICES	\$ 503,986	\$ 537,271	\$ 537,271	\$ 520,502
MATERIALS & SUPPLIES	\$ 672,207	\$ 748,940	\$ 748,940	\$ 748,940
OTHER SERVICES & CHARGES	\$ 404,844	\$ 477,215	\$ 477,215	\$ 477,215
CAPITAL OUTLAY	\$ 21,761	\$ -	\$ -	\$ 210,000
WATER DISTRIBUTION SUBTOTAL	\$ 1,602,798	\$ 1,763,426	\$ 1,763,426	\$ 1,956,657
DISTRIBUTION & COLLECTION				
PERSONNEL SERVICES	\$ 901,721	\$ 815,972	\$ 815,972	\$ 1,876,265
MATERIALS & SUPPLIES	\$ 237,910	\$ 268,920	\$ 333,920	\$ 327,620
OTHER SERVICES & CHARGES	\$ 186,632	\$ 209,180	\$ 230,069	\$ 426,180
CAPITAL OUTLAY	\$ 57,377	\$ 390,400	\$ 130,400	\$ 404,000
DISTRIBUTION & COLLECTION SUBTOTAL	\$ 1,383,640	\$ 1,684,472	\$ 1,510,361	\$ 3,034,065
NORTH SEWER TREATMENT PLANT				
PERSONNEL SERVICES	\$ 382,219	\$ 389,260	\$ 389,260	\$ 461,235
MATERIALS & SUPPLIES	\$ 27,671	\$ 43,060	\$ 43,060	\$ 43,060
OTHER SERVICES & CHARGES	\$ 135,695	\$ 202,296	\$ 202,296	\$ 199,440
CAPITAL OUTLAY	\$ -	\$ -	\$ -	\$ 775,000
NORTH WWTP SUBTOTAL	\$ 545,585	\$ 634,616	\$ 634,616	\$ 1,478,735

SOUTH SEWER TREATMENT PLANT

PERSONNEL SERVICES	\$ 378,884	\$ 456,042	\$ 456,042	\$ 502,397
MATERIALS & SUPPLIES	\$ 32,620	\$ 37,300	\$ 37,300	\$ 37,300
OTHER SERVICES & CHARGES	\$ 159,606	\$ 212,970	\$ 212,970	\$ 212,970
SOUTH WWTP SUBTOTAL	\$ 571,110	\$ 706,312	\$ 706,312	\$ 752,667

DEBT SERVICE

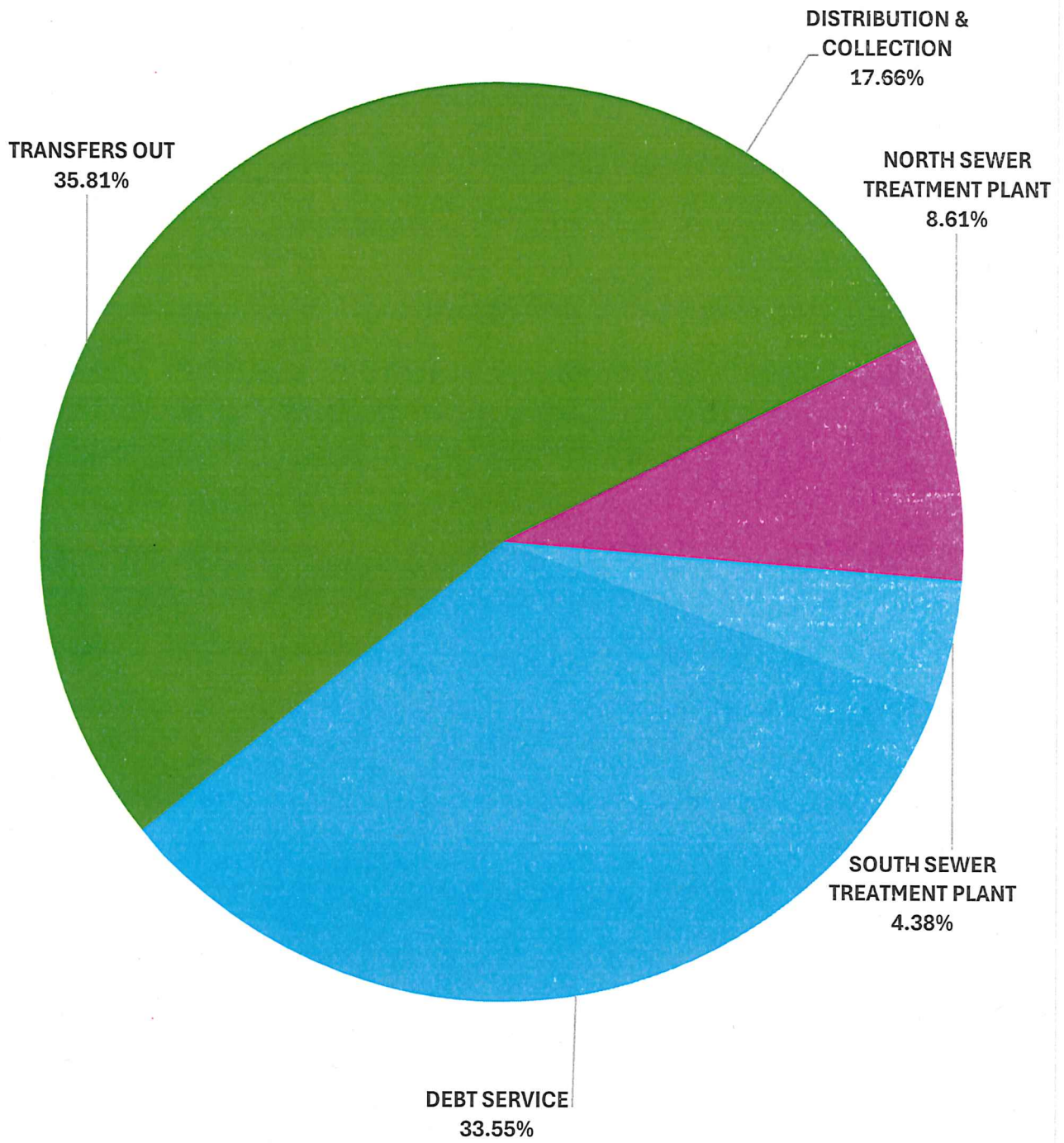
DEBT SERVICE - PRINCIPAL	\$ 1,734,661	\$ 1,803,002	\$ 1,803,002	\$ 2,218,858
DEBT SERVICE - INTEREST	\$ 840,460	\$ 1,692,246	\$ 1,692,246	\$ 2,664,569
DEBT SERVICE - OTHER FEES	\$ 289,340	\$ 364,888	\$ 364,888	\$ 882,542
DEBT SERVICE SUBTOTAL	\$ 2,864,461	\$ 3,860,136	\$ 3,860,136	\$ 5,765,969

TRANSFERS OUT

TRANSFER TO GENERAL FUND	\$ 4,560,000	\$ 4,560,000	\$ 4,560,000	\$ 4,650,000
TRANSFER TO 2023 CAPITAL IMPROV	\$ 11,163,458	\$ 64,057	\$ 64,057	\$ 64,057
TRANSFER TO WATER CAPITAL IMPROV	\$ 910,000	\$ 910,000	\$ 910,000	\$ -
TRANSFER TO WASTEWATER CAPT IMPROV	\$ 1,240,000	\$ 1,439,000	\$ 1,439,000	\$ 1,439,000
TRANSFERS OUT SUBTOTAL	\$ 17,873,458	\$ 6,973,057	\$ 6,973,057	\$ 6,153,057

TOTAL	\$ 26,633,606	\$ 17,230,981	\$ 16,931,870	\$ 18,677,489
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ESTIMATED EXPEDITURES - SHAWNEE MUNICIPAL AUTHORITY



WASTEWATER SYSTEM CAPITAL PROJECTS FUND

This fund is to account for the wastewater system capital projects. These are the following departments included in this fund:

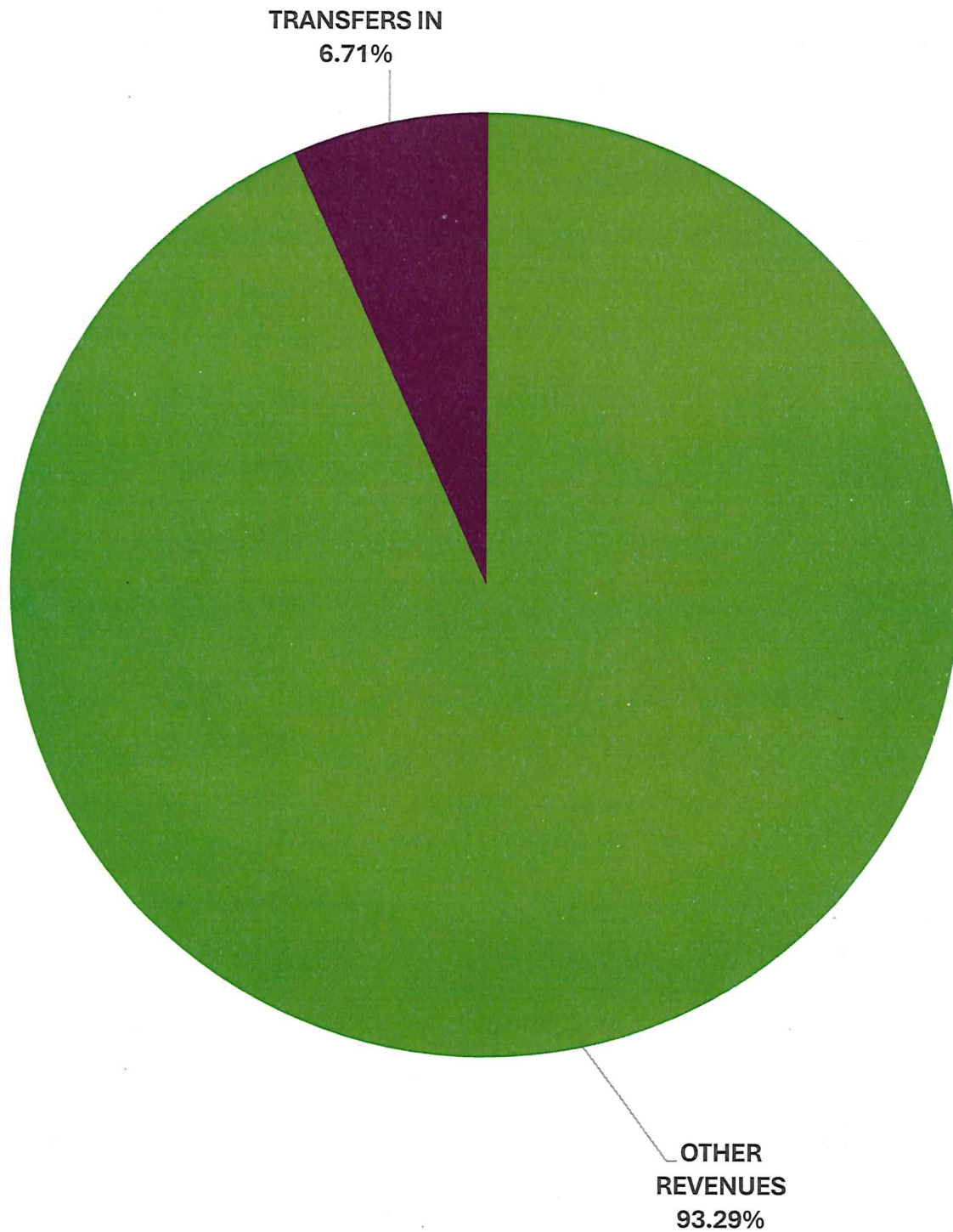
- Public Works



ESTIMATED REVENUES - WASTEWATER SYSTEM CAPLITAL PROJECTS FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
OTHER REVENUES				
LOAN PROCEEDS	\$ 45,896,189	\$ 45,000,000	\$ 45,000,000	\$ 20,000,000
OTHER REVENUES SUBTOTAL	\$ 45,896,189	\$ 45,000,000	\$ 45,000,000	\$ 20,000,000
TRANSFERS IN				
TRANSFER FROM SMA	\$ 1,240,000	\$ 1,439,000	\$ 1,439,000	\$ 1,439,000
TRANSFERS IN SUBTOTAL	\$ 1,240,000	\$ 1,439,000	\$ 1,439,000	\$ 1,439,000
GRAND TOTAL	\$ 47,136,189	\$ 46,439,000	\$ 46,439,000	\$ 21,439,000

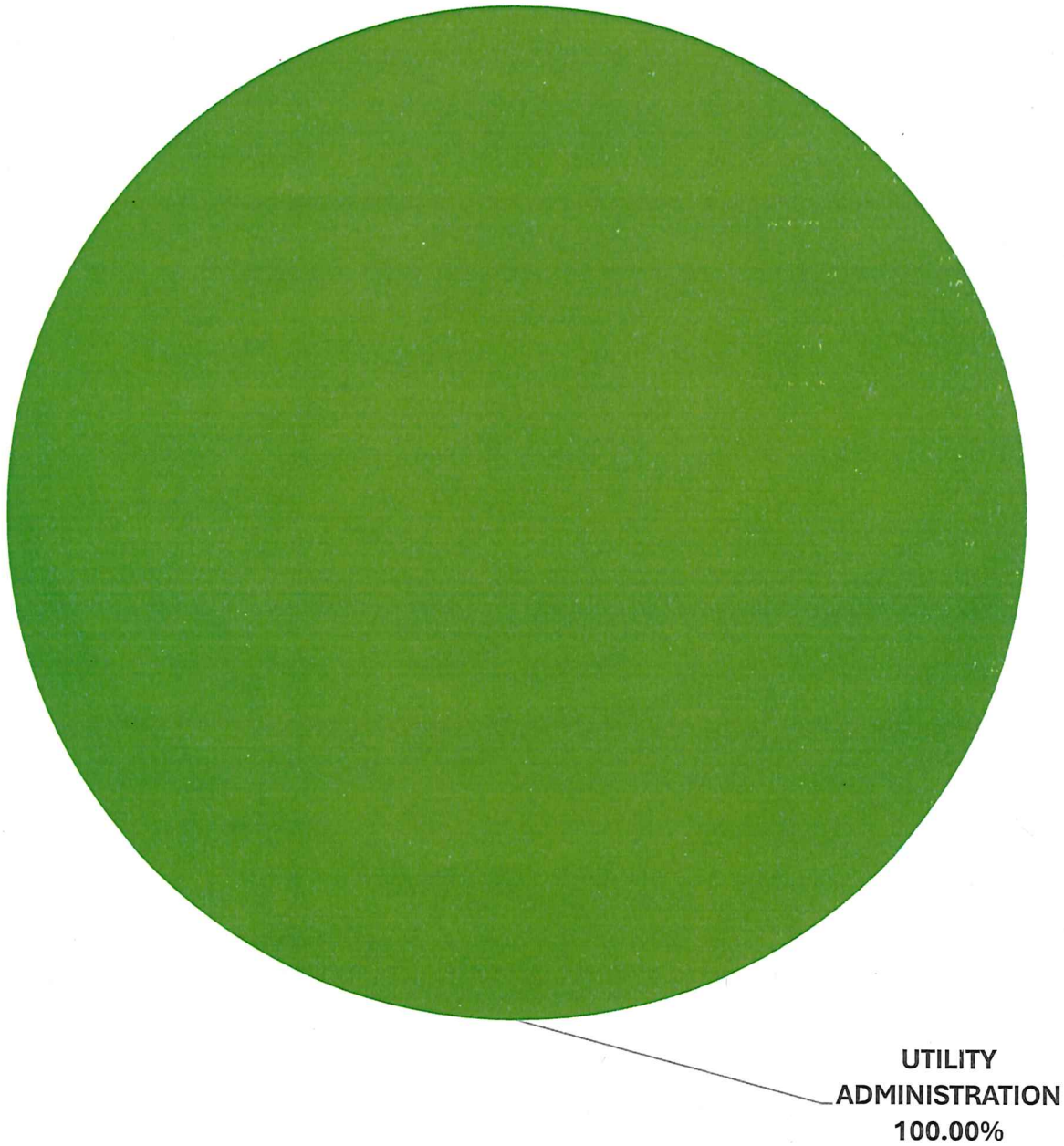
ESTIMATED REVENUES - WWT SYSTEM CAPITAL PROJECTS



ESTIMATED EXPENDITURE - WASTEWATER SYSTEM CAPITAL PROJECTS FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
UTILITY ADMINISTRATION				
CAPITAL OUTLAY-BLDGS & IMPROV	\$ 45,896,189	\$ 45,000,000	\$ 45,000,000	\$ 21,439,000
UTILITY ADMINISTRATION SUBTOTAL	\$ 45,896,189	\$ 45,000,000	\$ 45,000,000	\$ 21,439,000
TOTAL	\$ 45,896,189	\$ 45,000,000	\$ 45,000,000	\$ 21,439,000

ESTIMATED EXPEDITURES - WWT SYSTEM CAPITAL PROJECTS



METER MAINTENANCE FUND

This fund receives revenue from a fee collected on utility bills and accounts for debt service and the maintenance of meters. These are the following departments included in this fund:

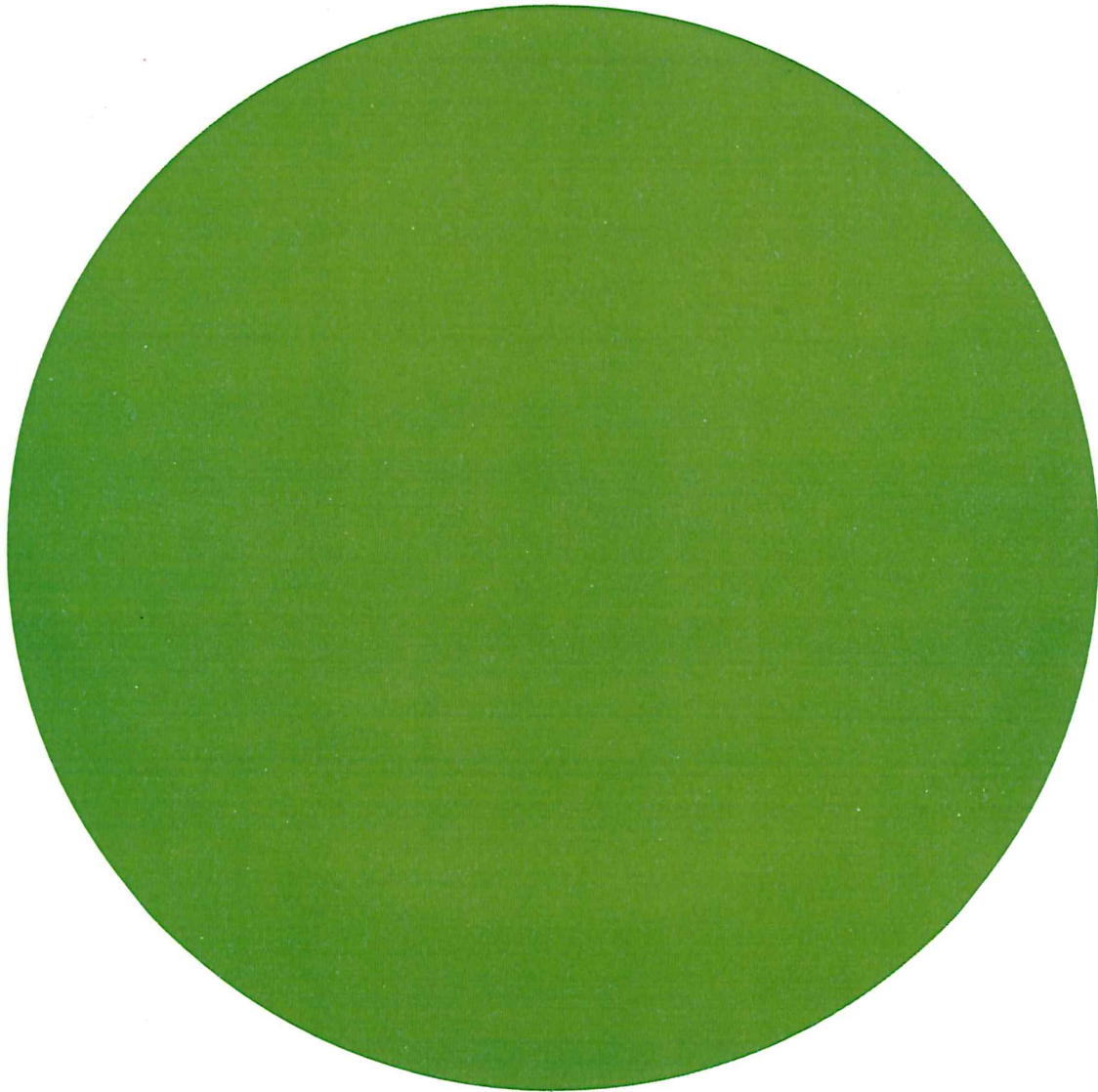
- Debt Service
- Public Works



ESTIMATED REVENUES - METR MAINTENANCE FEE FUND

	ACTUAL BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
CHARGES FOR SERVICES				
METER MAINTENANCE FEE	\$ 817,754	\$ 850,000	\$ 850,000	\$ 850,000
PENALTISS	\$ 1,517	\$ -	\$ -	\$ -
CHARGES FOR SERVICEES SUBTOTAL	\$ 819,271	\$ 850,000	\$ 850,000	\$ 850,000
 GRAND TOTAL	 \$ 819,271	 \$ 850,000	 \$ 850,000	 \$ 850,000

ESTIMATED REVENUE - METER MAINTENANCE FEE

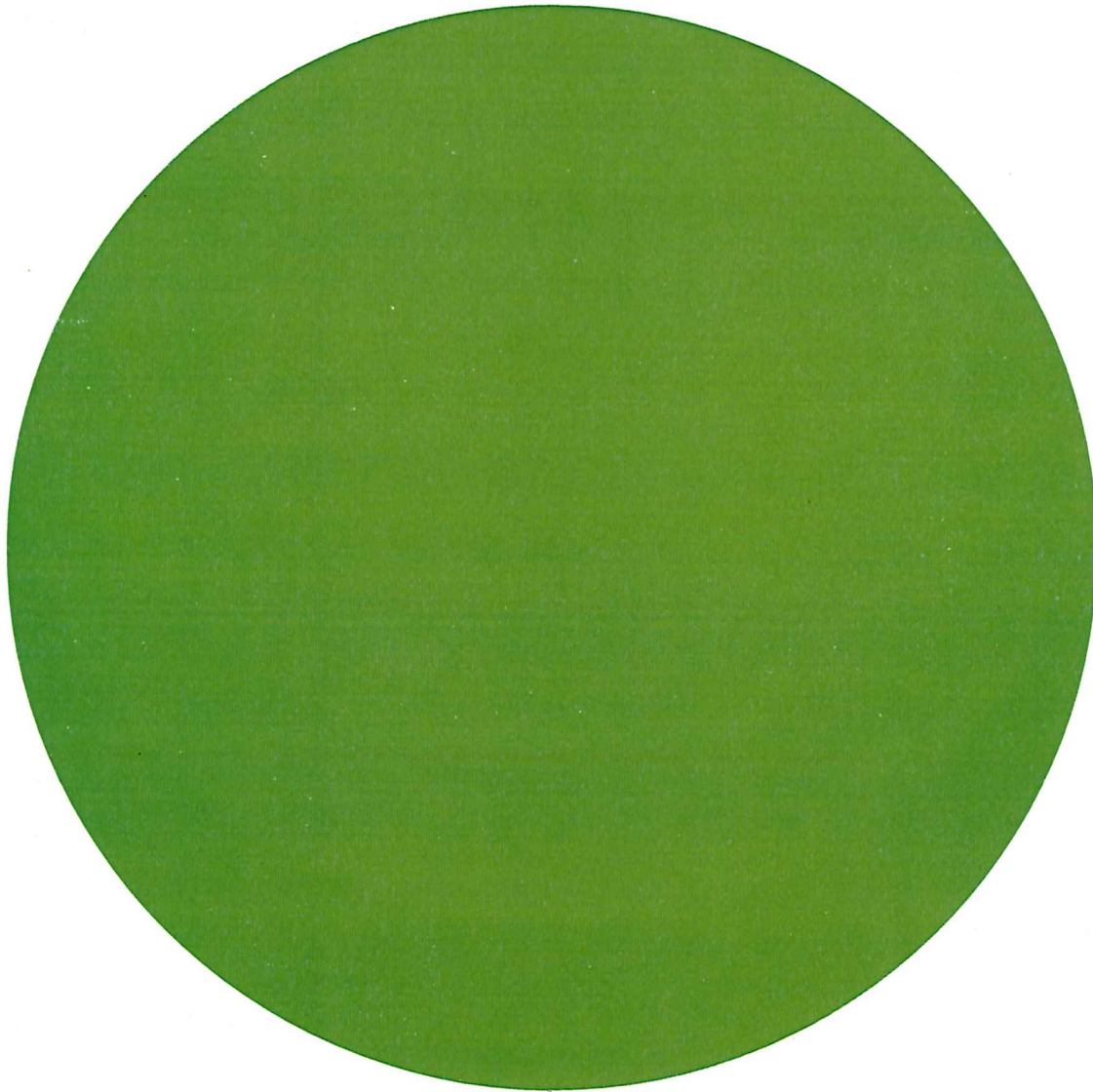


METER
MAINTENANCE FEE
100.00%

ESTIMATED EXPENDITURE - METER MAINTENANCE FEE FUND

	ADOPTED BUDGET 2023-24	ORIGINAL BUDGET 2024-25	AMENDED BUDGET 2024-25	BUDGET 2025-26
DEBT SERVICE				
DEBT SERVICE - PRINCIPAL	\$ 360,000	\$ 370,000	\$ 370,000	\$ 370,000
DEBT SERVICE - INTEREST	\$ 71,793	\$ 63,274	\$ 63,274	\$ 63,274
UTILITY ADMINISTRATION SUBTOTAL	\$ 431,793	\$ 433,274	\$ 433,274	\$ 433,274
 TOTAL	 \$ 431,793	 \$ 433,274	 \$ 433,274	 \$ 433,274

ESSTIMATED EXPENDITURES - METER MAINTENANCE FEE



DEBT SERVICE
100.00%

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2025-2026																																
	001	010	101	102	104	105	106	107	108	112	190	191	192	301	302	303	304	306	350	501	502	503	504	511	601	603	701	702	709			
Description	General Fund	Grant Fund	Street & Alley Fund	E 911 Fund	Economic Development Fund	Spay/ Neuter Fund	Hotel/Motel Surcharge Fund	Police Sales Tax Fund	Fire Sales Tax Fund	Tax Increment Fund	CDBG Grant Fund	CDBG-CV- ODOC Fund	ESG-ODOC Fund	Capital Improvement Fund	Street Improvement Fund	2018 Capital Improvement Fund	American Rescue Plan Fund	2023 Capital Improvement Fund	Aquatic Center Fund	Shawnee Municipal Authority	Water System Capital Imprv Fund	Wastewater Capital Imprv Fund	Meter Maintenance Fund	Shawnee Airport Authority	Workers Compensation Self-Insurance Fund**	Insurance Recovery Fund**	Library Fund	Cemetery Perpetual Care Fund	Sister Cities Fund	Total		
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																																
1 Beginning Budgetary Fund Balance	8,421,019		-	418,911	360,430	-	642,852	-	-	1,210,866	-	-	-	4,274,119	4,645,825	5,517,677	5,318,361	4,321,034	97,260	5,328,291	600,000	1,100,000	225,348	297,325	-	1,932,862	-	193,805	42,500	44,948,485		
2 Taxes	23,031,623	-	283,900	365,000	406,798	-	583,580	508,497	508,497	200,000	-	-	-	3,152,681	3,559,479	4,067,976	11,013,476	4,067,976	-	-	-	-	-	-	-	-	-	-	-	-	51,749,483	
3 Intergovernmental	416,500	246,500	-	-	-	-	-	-	-	-	600,000	-	-	180,000	-	-	-	-	-	-	-	-	-	180,000	-	-	-	-	-	-	1,661,285	
4 License and Permits	697,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	725,275	
5 Fines and Forfeitures	326,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	326,700	
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
7 Charges for Services	238,235	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	850,000	-	-	-	-	-	-	-	17,696,112	
8 Rental Revenues	48,700	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,000	-	-	-	239,700	-	-	-	-	-	-	302,400	
9 Interest Income	318,300	-	-	-	-	-	-	-	-	-	-	-	-	2,000	5,000	1,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	326,800	
10 Other Revenues	118,500	-	6,360	-	-	2,200	12,000	-	-	-	13,200	-	-	-	-	-	-	-	55,000	-	-	20,000,000	-	226,250	-	107,000	-	4,000	-	-	20,544,510	
11 Transfers In	4,650,000	-	269,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	64,057	283,448	-	-	-	-	410,230	828,582	-	93,376	-	-	-	6,598,693	
TOTAL	38,266,576	246,500	559,260	783,911	767,228	2,200	1,238,432	508,497	508,497	1,410,866	613,200	-	-	7,608,800	8,210,304	9,587,153	16,331,837	8,453,067	594,708	21,857,728	600,000	21,100,000	1,075,348	1,353,505	828,582	2,039,862	93,376	197,805	42,500	144,879,743		
APPROPRIATIONS :																																
1 Administration	1,996,008	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,320	-	-	-	-	-	1,998,328	
2 Accounting	706,800	-	-	-	-	-	-	-	-	-	-	-	-	2,000	-	-	-	-	-	-	-	-	-	-	3,476	-	-	-	-	-	712,276	
3 Information Systems	699,147	-	-	-	-	-	-	-	-	-	-	-	-	149,600	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	851,064	
4 City Clerk	485,668	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	487,406	
5 Municipal Court	392,353	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	394,670	
6 Utility Billing	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,756,021	-	-	-	-	5,224	-	-	-	-	-	3,761,245	
7 Human Resources	459,785	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,738	-	-	-	-	-	461,523	
8 Community Development	719,476	10,000	-	-	660,000	-	-	-	-	30,000	585,284	7,143	-	325,000	-	-	-	-	-	-	-	-	-	-	-	9,216	-	-	-	-	-	2,346,119
9 Police Department and Emergency Management	11,494,519	215,000	-	231,956	-	2,200	-	-	-	-	-	-	-	1,824,320	-	-	-	-	-	-	-	-	-	-	-	491,914	-	-	-	-	-	14,259,909
10 Fire Department	6,913,847	-	-	-	-	-	-	-	-	-	-	-	-	1,651,997	-	1,939,303	-	-	-	-	-	-	-	-	-	199,582	-	-	-	-	-	10,704,729
11 Engineering	460,127	-	-	-	-	-	-	-	-	-	-	-	-	80,000	-	-	-	-	-	-	-	-	-	-	-	2,317	-	-	-	-	-	542,444
12 Code Enforcement	971,660	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,634	-	-	-	-	-	976,294
13 Public Works	1,656,819	-	558,900	-	-	-	-	-	-	-	-	-	-	601,600	4,728,462	3,206,166	4,300,000	-	-	8,723,411	-	15,000,000	-	-	51,532	-	-	-	-	-	38,826,890	
14 Parks, Culture and Recreation	2,209,124	21,500	-	-	-	-	-	-	-	-	-	-	-	173,000	-	150,000	-	-	494,979	-	-	-	-	-	-	30,640	-	93,376	3,862	-	-	3,176,481
15 Expo Center	949,250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,175,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,124,250
16 Building Maintenance	472,229	-	-	-	-	-	-	-	-	-	-	-	-	305,000	-	-	-	-	-	-	-	-	-	-	-	10,340	-	-	-	-	-	787,569
17 Tourism	-	-	-	-	-	-	595,141	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,159	-	-	-	-	-	596,300
18 Economic Development	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
19 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	42,500	
20 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,103,260	8,118	2,039,862	-	-	-	-	-	3,151,240
21 Contingency Reserve	365,657	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	365,657
22 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,116,684	-	-	-	-	-	-	433,274	-	-	-	-	-	-	-	-	3,549,958
23 Transfers Out	867,554	-	-	-	-	-	-	508,497	508,497	-	-	-	-	500,000	600,000	-	-	3,889,453	-	6,153,057	-	-	-	-	-	-	-	-	-	-	-	13,027,058
TOTAL	31,820,022	246,500	558,900	231,956	660,000	2,200	595,141	508,497	508,497	30,000	585,284	7,143	-	5,612,517	5,328,462	9,587,153	4,300,000	3,889,453	494,979	18,632,489	-	15,000,000	433,274	1,103,260	828,582	2,039,862	93,376	3,862	42,500	103,143,908		
ENDING BUDGETARY FUND BALANCE RESERVE	6,446,555	-	360	551,955	107,228	-	643,292	-	-	1,380,866	27,916	(7,143)	-	1,996,283	2,881,842	0	12,031,837	4,563,614	99,729	3,225,239	600,000	6,100,000	642,074	250,245	-	(0)	-	193,943	-	41,735,835		
Percent of Ending Fund Balance/Annual Expenses	20.26%	0.00%	0.06%	237.96%	16.25%	0.00%	108.09%	0.00%	0.00%	4602.89%	4.77%	-100.00%	N/A	35.57%	54.08%	0.00%	279.81%	117.33%	20.15%	17.31%	N/A	40.67%	148.19%	22.68%	0.00%	0.00%	0.00%	5021.83%	0.00%	40.46%		
Impact to Fund Balance - Gain/(Loss)	(1,974,464)	-	360	133,044	(253,202)	-	440	-	-	170,000	27,916	(7,143)	-	(2,277,836)	(1,763,983)	(5,517,677)	6,713,476	242,580	2,469	(2,103,052)	-	5,000,000	416,726	(47,080)	-	(1,932,862)	-	138	(42,500)	(3,212,650)		

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2025 through June 30, 2026, as identified on May 6, 2025.

* Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 114 - Opiod Settlement Fund, 192 - ESG ODOC Fund, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on May 22, 2025.

Mark Simpson, Interim City Manager

(Seal)

Attest:

s/s Lisa Lasyone, City Clerk

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEAR 2025-2026 BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2025, THROUGH JUNE 30, 2026.

WHEREAS, the City of Shawnee, Oklahoma has adopted the provisions of the Oklahoma Municipal Budget Act (the Act) in 11 O.S. Sections 17-201 through 17-216; and

WHEREAS, the budget for fiscal year July 1, 2025, through June 30, 2026, was formally presented to the City of Shawnee City Commission on April 21, 2025, at least 30 days prior to the start of the fiscal year in compliance with Section 17-205; and

WHEREAS, the City of Shawnee Commission conducted a Public Hearing on May 22, 2025, at least 15 days prior to the start of the fiscal year, and published notice of the Public Hearing in compliance with Section 17-208 of the Act; and

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

SECTION 1. The City of Shawnee City Commission does hereby adopt the Fiscal Year 2025-2026 Budget. Legal appropriations are hereby established as follows:

Fund			
	Department	Appropriation	Total
001 General Fund			
	Administration	1,996,008	
	Accounting	706,800	
	Information Systems	699,147	
	City Clerk	485,668	
	Municipal Court	392,353	
	Human Resources	459,785	
	Engineering	460,127	
	Code Enforcement	971,660	
	Community Development	719,476	
	Police Department and Emergency Management	11,494,519	
	Fire Department	6,913,847	
	Public Works	1,656,819	
	Parks, Culture and Recreation	2,209,124	
	Expo Center	949,250	
	Building Maintenance	472,229	
	Contingency Reserve	365,657	
	Transfers Out	<u>867,554</u>	31,820,022
010 GRANT FUND			
	Parks, Culture and Recreation	21,500	
	Community Development	10,000	
	Police Department and Emergency Management	<u>215,000</u>	246,500

Fund			
	Department	Appropriation	Total
101 STREET & ALLEY FUND			
	Public Works	558,900	558,900
102 E-911 FUND			
	Police Department and Emergency Management	409,186	409,186
104 ECONOMIC DEVELOPMENT FUND			
	Economic Development	660,000	660,000
105 SPAY/NEUTER FUND			
	Police Department and Emergency Management	2,200	2,200
106 HOTEL/MOTEL SURCHARGE FUND			
	Tourism	595,141	595,141
107 POLICE SALES TAX FUND			
	Transfers Out	508,497	508,497
108 FIRE SALES TAX FUND			
	Transfers Out	508,497	508,497
112 TAX INCREMENT FINANCE FUND			
	Community Development	30,000	30,000
190 CDBG GRANTS			
	Community Development	585,284	585,284
191 CDBG-CV - ODOC			
	Community Development	7,143	7,143
301 CAPITAL IMPROVEMENT FUND			
	Accounting	2,000	
	Information Systems	149,600	
	Community Development	325,000	
	Engineering	80,000	
	Police Department and Emergency Management	1,824,320	
	Fire Department	1,651,997	
	Public Works	601,600	
	Parks, Culture and Recreation	173,000	
	Building Maintenance	305,000	
	Transfers Out	500,000	5,612,517

Fund			
	Department	Appropriation	Total
302 STREET IMPROVEMENT FUND			
	Public Works	4,728,462	
	Transfers Out	<u>600,000</u>	5,328,462
303 2018 CAPITAL IMPROVEMENT FUND			
	Fire Department	1,939,303	
	Public Works	3,206,166	
	Parks, Culture and Recreation	150,000	
	Expo Center	1,175,000	
	Debt Service	<u>3,120,684</u>	9,591,153
304 AMERICAN RESCUE PLAN FUNDS			
	Public Works	4,300,000	4,300,000
306 2023 CAPITAL IMPROVEMENT FUND			
	Transfers Out	3,889,453	3,889,453
350 AQUATIC CENTER			
	Parks, Culture and Recreation	494,979	494,979
601 WORK COMP SELF-INSUR FUND			
	Administration	2,320	
	Accounting	3,476	
	Information Systems	2,317	
	City Clerk	1,738	
	Municipal Court	2,317	
	Utility Billing	5,224	
	Human Resources	1,738	
	Engineering	2,317	
	Code Enforcement	4,634	
	Community Development	9,216	
	Police Department and Emergency Management	491,914	
	Fire Department	199,582	
	Public Works	51,532	
	Parks, Culture and Recreation	30,640	
	Airport	8,118	
	Building Maintenance	10,340	
	Tourism	<u>1,159</u>	828,582

Fund			
	Department	Appropriation	Total
603 INSURANCE RECOVERY FUND			
	Airport	2,033,000	
	Expo Center	614,000	
	Parks, Culture and Recreation	139,000	
	Police Department and Emergency Management	146,000	
	Public Works	72,000	3,004,000
701 LIBRARY FUND			
	Parks, Culture and Recreation	93,376	93,376
702 CEMETERY PERPETUAL FUND			
	Parks, Culture and Recreation	3,862	3,862
709 SISTER CITIES FUND			
	Sister Cities	42,500	42,500
Grand Total of Appropriations			69,120,253

SECTION 2. The budget shall be administered in compliance with the provisions of the City Charter, Municipal Code, and statutes of the State of Oklahoma.

SECTION 3. The budget for the City of Shawnee, Oklahoma, now before the City Commission for consideration, as herein above summarized, a complete copy of which is on file with the City Clerk, and the same is hereby adopted as the budget for the said City of Shawnee, Oklahoma, for the period of July 1, 2025, through June 30, 2026.

Passed and approved this 16th day of June 2025

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

ERIC STEPHENS, MAYOR

SEAL
ATTEST:

LISA LASYONE, MMC, CITY CLERK



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

Date: June 16, 2025
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Consideration of establishing a Shawnee Downtown Revitalization Project Amendment Review Committee related to the City of Shawnee's Tax Increment Financing District (TIF). *(Deferred from the May 22, 2025, City Commission Meeting.)*

Background: The City of Shawnee currently has two Tax Increment Financing (TIF) districts in place, with both located in or around the downtown area. When the two districts were established, a review committee was formed to review potential projects and monitor both expenses and revenues. The committee last met in 2017, with the following individuals noted as members of the committee:

Richard Finley
Melissa Dennis
April Grace
Marty Lewis
Beau Carter
Marilyn Bradford
Craig Walker
Casey Bell
Chris Harden
Tim Burg

Since some members of the TIF Review Committee are no longer living in the community, combined with no meetings since 2017, the city will need to re-establish the TIF Review Committee so that potential projects can be reviewed before coming to the City Commission for approval. This item, which was deferred from the May 22, 2025, meeting, provides the opportunity for the commission members to recommend and approve new members of the committee.

Financial Impact: None

Attachments: Findings and Recomm 10-24-2017, TIF Minutes 10-09-2017

Staff Recommendation: Select and approve members of the committee.

**FINDINGS AND RECOMMENDATION OF THE
SHAWNEE DOWNTOWN REVITALIZATION PROJECT AMENDMENT
REVIEW COMMITTEE**

After review of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan ("Project Plan"), the proposed extension of ad valorem Increment District No. 1, City of Shawnee, the proposed establishment of ad valorem Increment District No. 2, City of Shawnee, and such other information as deemed relevant, the Shawnee Downtown Revitalization Project Amendment Review Committee ("Review Committee") makes the following findings and recommendation:

A. Findings Regarding Eligibility of the Proposed Project Area and Increment District

1. The proposed Project Area the existing Increment District No. 1, City of Shawnee ("Increment District No. 1"), and the proposed Increment District No. 2, City of Shawnee ("Increment District No. 2") (Increment District No. 1 and Increment District No. 2, collectively, "Increment Districts"), are wholly within a state-designated enterprise zone and therefore meet the definition of an "enterprise area" under the Local Development Act (62 O.S. § 853(5)).
2. The level of investment, development, and economic growth desired by the City of Shawnee is difficult, but possible, within the proposed Project Area and Increment Districts if the provisions of the Local Development Act are utilized.
3. Tax increment financing is a necessary component in stimulating reinvestment in the proposed Project Area and Increment District.
4. Tax increment financing will be used to supplement and not supplant or replace normal public functions and services in the proposed Project Area and Increment Districts.
5. Tax increment financing will be used in conjunction with existing programs and efforts and other locally implemented economic development efforts.
6. The Project Plan emphasizes conservation, preservation, and rehabilitation.

B. Findings Regarding Financial Impact on the Affected Taxing Jurisdictions and Business Activities Within the Proposed Project Area and Increment District

1. As described in Section X of the Project Plan, the anticipated private development will generate tax increments sufficient to pay a substantial portion of the authorized project costs of the project proposed by the Project Plan. Without the Project Plan and Increment Districts, the development described in the Project Plan and the resulting increases in tax revenues would not occur.

2. The development anticipated by the project will not result in a measurable increase in demand for services by or in costs to the affected taxing jurisdictions.
3. The public revenue anticipated to result from the development described in the Project Plan includes increased tax revenue beyond the revenues being apportioned to pay project costs authorized by the Project Plan.
4. The economic benefits of the Project Plan for the affected taxing jurisdictions and the community as a whole offset the adverse financial impacts, if any, of the Project Plan on the affected taxing jurisdictions.
5. The aggregate impacts on the affected taxing jurisdictions and on business activities from implementation of the Project Plan are positive and include the achievement of the objectives set forth in Section IV of the Project Plan.

Resolution Recommending Approval

NOW, WHEREAS, the Review Committee has reviewed the proposed Project Plan and Increment Districts; and

WHEREAS, the findings of the Review Committee demonstrate that the proposed Project Area and Increment Districts meet the conditions for eligibility; and

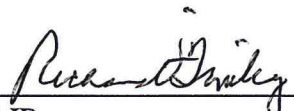
WHEREAS, the findings of the Review Committee demonstrate that the financial impacts on the affected taxing jurisdictions and business activities from implementation of the Project Plan are positive; and

WHEREAS, the findings of the Review Committee demonstrate that approval of the Project Plan by the City of Shawnee is appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Shawnee Downtown Revitalization Project Amendment Review Committee that approval of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan, including extension of the ad valorem Increment District No. 1, City of Shawnee, and the creation of ad valorem Increment District No. 2, City of Shawnee, is hereby recommended.

ADOPTED by the Shawnee Downtown Revitalization Project Amendment Review Committee this ____ day of October, 2017, and **SIGNED** by its Chair.

APPROVED:



CHAIR

I, Lisa Lasyone, Acting Secretary of the Shawnee Downtown Revitalization Project Amendment Review Committee, certify that the foregoing resolution was duly adopted at a special meeting of the Shawnee Downtown Revitalization Project Amendment Review Committee, held in the Board Room of the Greater Shawnee Chamber of Commerce, 231 North Bell Avenue in Shawnee, Oklahoma, on the 24th day of October, 2017; that said meeting was held in accordance with the Open Meeting Act of the State of Oklahoma; that any notice required to be given of such meeting was properly given; that a quorum was present at all times during such meeting; and that said resolution was adopted by a majority of those present.



Lisa Lasyone
ACTING SECRETARY

**Shawnee Downtown Revitalization Project Amendment Review Committee
Meeting Minutes from October 9, 2017**

AGENDA ITEM NO. 1: Call to Order

Chairperson Richard Finley called the meeting to order at 2:05 p.m.

AGENDA ITEM NO. 2: Introduction of Members and Roll Call

Members Present:	Richard Finley	Marilyn Bradford
	Melissa Dennis	Craig Walker
	April Grace	Casey Bell
	Marty Lewis	Chris Harden
	Beau Carter	

Members Absent: Tim Burg

AGENDA ITEM NO. 3: Consideration and appropriate action to approve the minutes of the September 26, 2017 special meeting of the Shawnee Downtown Revitalization Project Amendment Review Committee

A motion was made by Marty Lewis, seconded by Marilyn Bradford, to approve the September 26, 2017 Minutes. Motion carried 7-0-2

AYE: Finley, Dennis, Grace, Lewis, Carter, Bradford, Walker

NAY: None

ABSTAIN: Bell, Harden

AGENDA ITEM NO. 4: Presentation and discussion of the proposed Amended and Restated Shawnee Downtown Revitalization Project Plan, Eligibility Report, and Financial Impacts Report

City Manager Justin Erickson presented a map of the proposed Tax Increment Financing (TIF) boundaries. He then introduced Jeff Sabin who is with the Center for Economic Development Law.

Mr. Sabin presented a brief description of what a TIF district is and what it allows a city to do. He stated that a TIF district can be used in the following: (1) enterprise area; (2) historic preservation area; and/or (3) reinvestment area.

Mr. Sabin explained how many tax dollars the current TIF district generated and what it was able to accomplish. He also explained why it did not generate as many tax dollars as was initially expected.

Mr. Sabin then explained what the amended and restated Shawnee Downtown Revitalization Plan was. He explained the anticipated tax dollars generated and the proposed line items to be accomplished with the tax dollars.

After the presentation, the board discussed proposed recommendations. Marty Lewis suggested that a projected area be added to include the 45th and Leo Street area for a Shawnee Public School Elementary. Marilyn Bradford suggested the Pioneer Public Library be added for improvements. Melissa Dennis mentioned a project in front of the County Courthouse that she had previously discussed with Justin Erickson.

AGENDA ITEM NO. 5: Consideration and appropriate action to approve the Findings and Recommendation of the Shawnee Downtown Revitalization Project Amendment Review Committee

Staff recommended to defer this item in order for Staff to research the requested added improvements.

A motion was made by April Grace, seconded by Chris Harden, to defer Agenda Item 5 to the October 24, 2017 meeting. Motion carried 9-0

AYE: Finley, Dennis, Grace, Lewis, Carter, Bradford, Walker, Bell, Harden

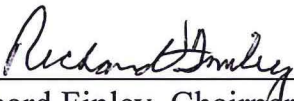
NAY: None

AGENDA ITEM NO. 6: Future Meetings Schedule

Staff advised the Board that the next meeting is scheduled for October 24, 2017 at 11:00 a.m. in the Greater Shawnee Chamber of Commerce Board Room.

AGENDA ITEM NO. 7: Adjournment

There being no further business to be considered, the meeting was adjourned by the power of the Chair at 3:17 p.m.


Richard Finley, Chairperson



ATTEST:

Lisa Lasyone

Lisa Lasyone, CMC, Sr. Deputy City Clerk



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

Date: June 16, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Atoka Casing Extension for Highway 9 Widening (Award)

Background: In June 2024, the City Commission adopted the FY25–29 Capital Improvement Plan (CIP), which allocated \$150,000 for the Atoka Casing Extension associated with the Highway 9 Widening Project.

In May 2025, staff initiated the bidding process for the project. Bids were opened on June 3, 2025, with one bid received. City staff, in coordination with the Oklahoma Department of Transportation (ODOT), has reviewed the submission and determined that the bid is responsive and acceptable.

Although the bid exceeds the original CIP allocation, the City has sufficient funds available in the current budget to fully fund the project. Importantly, 100% of the project cost will be reimbursed by ODOT. Attached are the ODOT agreement and the low-bid concurrence letter confirming ODOT's support.

Staff recommends awarding the base bid to **Timco Blasting & Coatings, Inc.** in the amount of **\$329,274**.

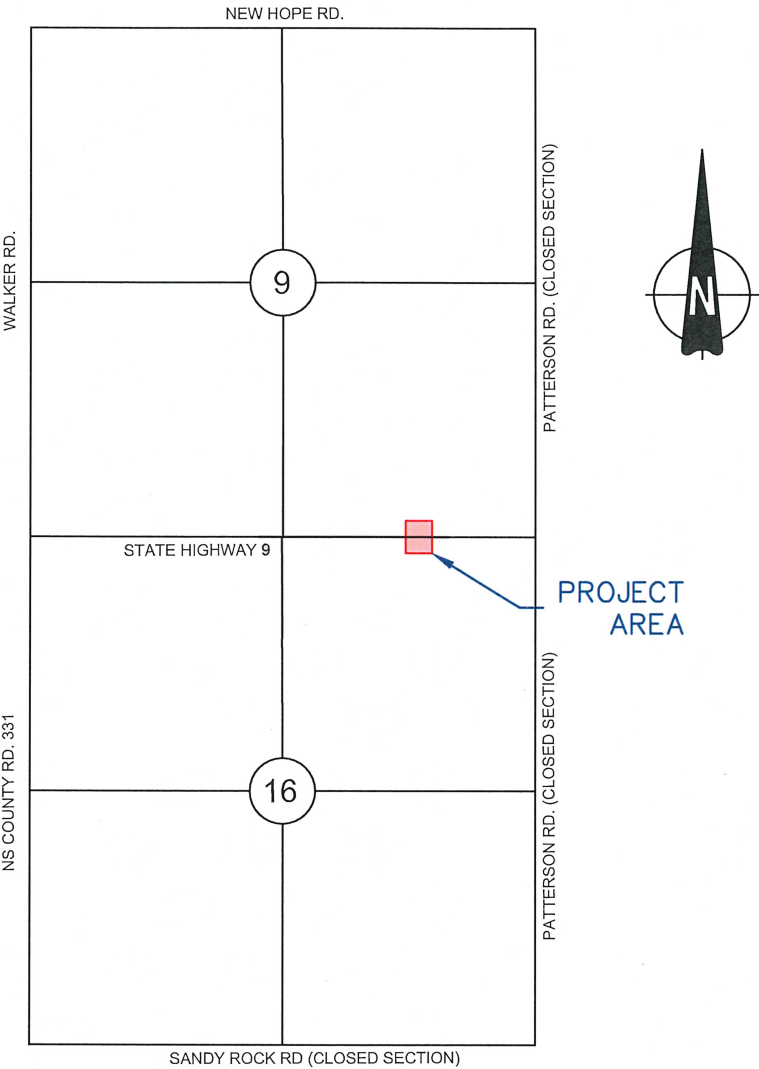
Financial Impact: \$329,274.00 from 301-5-0810-54200 and 001-5-0110-53990

Attachments: Atoka Casing Extension_5.13.2025, SPEC BOOK - Atoka Casing Extension, Atoka Casing Extension_5.13.2025, Signed Notice to Bidders - Atoka Casing Extension, Bid Opening Bid Tab - Atoka Casing Extension, Low Bid Concurrence JP23288SH-9Cleveland Co., 23288(10) Cleveland County City of Shawnee Pre-Award & Agreement (part 1) - signed

Staff Recommendation: Award of the Contract

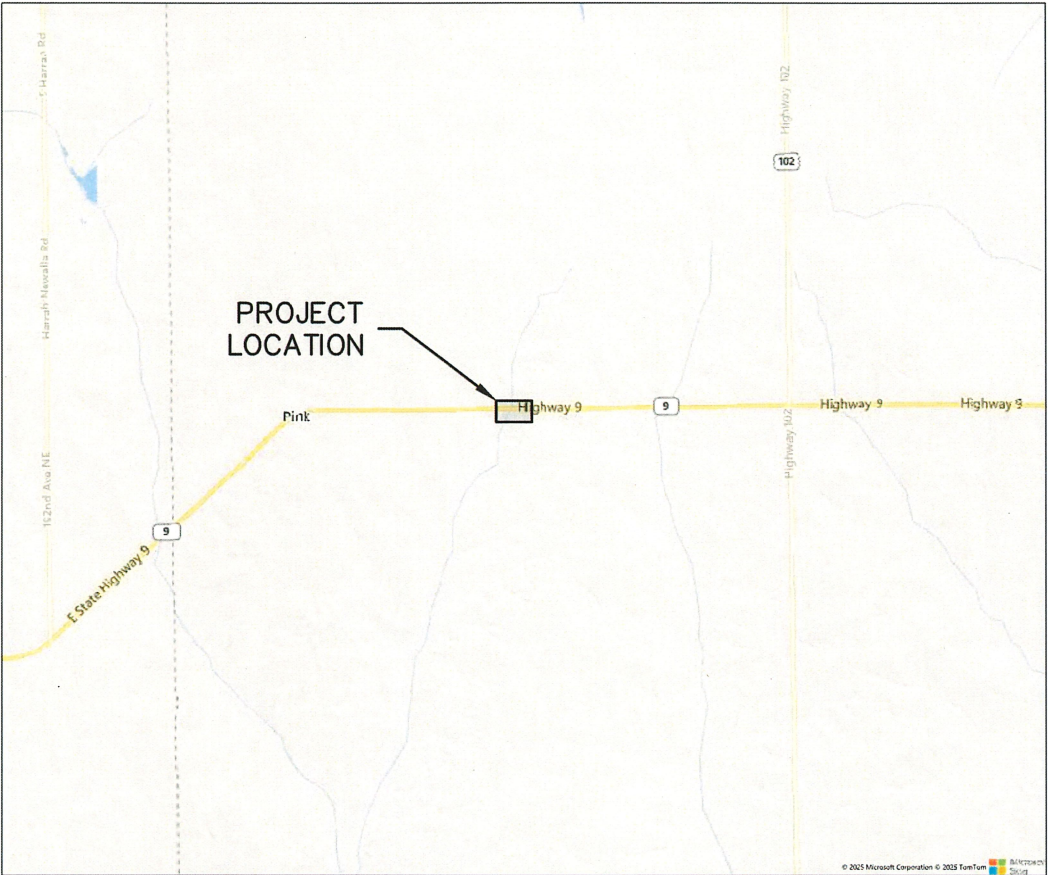
PLAN OF PROPOSED
ATOKA SERVICE LINE
STEEL CASING EXTENSION

STATE HIGHWAY 9
SEC. 9 & 10, T9N, R2E, I.M.
POTTAWATOMIE COUNTY, OKLAHOMA



T-9-N, R-2-E, IM
POTTAWATOMIE COUNTY, OKLAHOMA

VICINITY MAP
SCALE: NTS



ERIC STEPHENS
MAYOR

DANIEL MATTHEWS
COMMISSIONER

ASHLEY FICHTNER
COMMISSIONER

GRETA MADSON
COMMISSIONER

MARK SEHORN
COMMISSIONER

CHRIS ODNEAL
COMMISSIONER

LAUREN RICHTER
COMMISSIONER

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE
CITY CLERK

KIMBERLY SMITH
CITY TREASURER

SHEET INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
G0.0	COVER SHEET
G0.1	GENERAL NOTES & QUANTITIES
C1.0	PLAN VIEW
C2.0	CONSTRUCTION DETAILS

UTILITY LOCATION NUMBERS

STATE WIDE	1-800-522-6543
OUT OF STATE	1-800-654-8249
LOCAL	1-405-273-1250

ENGINEERING DEPARTMENT

APPROVED AS FINAL PLANS:


CITY ENGINEER
5/13/25
DATE



SUMMARY OF QUANTITIES					GENERAL CONSTRUCTION NOTES										
ITEM. NO.	ITEM DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY											
1	MOBILIZATION	1	LSUM	1	1. ALL CONSTRUCTION AND MATERIALS, UNLESS OTHERWISE NOTED, SHALL BE IN STRICT ACCORDANCE WITH LATEST VERSION OF OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, EDITION 2019. 2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL IN ACCORDANCE WITH FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION. 3. THE CONTRACTOR SHALL PROVIDE BONDS AND PROOF OF INSURANCE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS. 4. THE CONTRACTOR SHALL DELETE ALL REFERENCE TO MEASUREMENT AND PAYMENT ON STANDARD DETAIL SHEETS AND PLANS. QUANTITY TABLES ON ALL STANDARD DETAILS ARE FOR REFERENCE ONLY AND ALL QUANTITIES ARE ESTIMATED AND ARE TO BE MEASURED OUT IN THE FIELD. 5. THE CONTRACTOR SHALL CALL OKIE AT 1-800-522-6543 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. 6. EXISTING UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR FOR DEPTH AND LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL RELOCATE OR SUPPORT UTILITIES IN A MANNER TO NOT DAMAGE UTILITIES. CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS WITH ALL OTHER UTILITY COMPANIES FOR THE RELOCATION OF THEIR LINES PRIOR TO BEGINNING CONSTRUCTION. 7. EVERY EFFORT HAS BEEN MADE TO LOCATE AND SIZE ALL UNDERGROUND UTILITIES FROM AVAILABLE CITY DOCUMENTS, ON SITE SURVEYS AND UTILITY COMPANY REFERENCE MATERIAL. CONTRACTOR SHALL EXERCISE EXTREME CARE AND CAUTION IN THE EXECUTION OF HIS WORK AND SHALL ANTICIPATE THAT UTILITIES, PIPELINES AND OTHER DANGEROUS UNDERGROUND OBSTRUCTIONS EXIST AND ARE NOT SHOWN ON THE PLANS. WHEN LINES OR OTHER OBSTRUCTIONS ARE LOCATED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT SUCH AND IMMEDIATELY NOTIFY THE OWNER, UTILITY COMPANY AND ENGINEER. 8. PERFORM ALL WORK WITHIN DESIGNATED EASEMENTS. DO NOT ENCROACH OR TRESPASS INTO PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE PROPERTY OWNER. 9. TEMPORARY CONSTRUCTION RIGHTS-OF-WAY, IN ADDITION TO THOSE EASEMENTS SHOWN ON THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND OBTAINED PRIOR TO BEGINNING ANY CONSTRUCTION OR ACTIVITY ON PRIVATE PROPERTY. 10. SURPLUS EXCAVATED MATERIALS ARE THE PROPERTY OF THE CONTRACTOR AND ARE HIS RESPONSIBILITY TO LEGALLY DISPOSE OF OFF SITE. 11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION. 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, REPAIR, & REPLACEMENT OF ALL EROSION CONTROL DEVICES. 13. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES. 14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A "CONTRACT PAY ITEM" SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT. 15. KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE DRAWINGS. FURNISH TO THE ENGINEER ACCURATE "AS-BUILT" RED LINE DRAWINGS FOLLOWING COMPLETION OF CONSTRUCTION. 16. TAKE SPECIAL PRECAUTIONS IN THE VICINITY OF ANY OVERHEAD AND UNDERGROUND ELECTRIC LINES. ABIDE BY THE MOST RECENT NATIONAL ELECTRIC CODE FOR WORKING AROUND OVERHEAD ELECTRIC LINES AS WELL AS OTHER LOCAL, STATE OR FEDERAL LAWS/REQUIREMENTS. 17. CONFORM TO ALL APPLICABLE FEDERAL, SATE AND LOCAL LAWS GOVERNING EXCAVATION. TRENCH SIDE SLOPED SHALL MEET OSHA REQUIREMENTS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION. SUBMIT A TRENCH SAFETY PLAN PRIOR TO CONSTRUCTION. 18. ALL SURFACE DRAINAGE IMPACTED SHALL BE RESTORED TO AS GOOD OR BETTER CONDITION. 19. CONTRACTOR SHALL SEPARATE THE TOP 4"-6" OF TOPSOIL FROM ALL DISTURBED AREAS AND SHALL REAPPLY THE TOPSOIL IN ALL AREAS UPON COMPLETION OF CONSTRUCTION. THE MINIMUM TOPSOIL DEPTH SHALL BE 4" AND SHOULD THERE NOT BE ADEQUATE TOPSOIL AVAILABLE TO REACH THE MINIMUM DEPTH IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMPORT SUFFICIENT TOPSOIL TO REACH MINIMUM DEPTH. 20. INSTALL TEMPORARY FENCES TO PROTECT HORSES AND OTHER LIVESTOCK WHEN NECESSARY.										
2	CLEARING & GRUBBING	2	LSUM	1											
3	EXCAVATION / TRENCHING	3 & 5	LF	225											
4	EXTEND STEEL CASING	4	LSUM	1											
5	INSTALL CASING VENTS	4	LSUM	1											
6	ROW RESTORATION	6	LSUM	1											
7	SIGNING AND TRAFFIC CONTROL	7	LSUM	1											
8	EROSION & SEDIMENT CONTROL	8 & 9	LSUM	1											
9															
10															

PAY ITEM NOTES

1. ODOT SPECIFICATION SECTION 641

2. ODOT SPECIFICATION SECTION 201

3. ODOT SPECIFICATION SECTION 613

4. SPECIAL PROVISION, TECHNICAL SPECIFICATIONS

5. COST OF EXCAVATION AND BACKFILL RETURNING TO EXISTING GRADE INCLUDING COST OF BEDDING MATERIALS AS PER STANDARD DETAILS SHALL BE INCLUDED IN THIS ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE.

6. ANY AND ALL DISTURBED AREAS SHALL BE TOPSOILED, SODDED, AND FERTILIZED. THIS WORK WILL NOT BE MEASURED FOR PAYMENT.

7. ODOT SPECIFICATION 880

8. TEMPORARY EROSION AND SEDIMENT CONTROL SHALL CONSIST OF TEMPORARY MEASURES WITHIN THE PROJECT LIMITS AND MINIMIZE POLLUTION OF RIVERS, STREAMS, AND PRIVATE PROPERTIES. SUCH MEASURES MAY INCLUDE SILT FENCES, BERMS, DIKES, SLOPE DRAINS, BALE BARRIERS, SEDIMENT FILTERS, SEDIMENT BASINS, SILT FENCES, MULCHES, AND GRASSES.

9. CONTRACTOR SHALL UTILIZE ODOT STANDARD TEMPORARY EROSION CONTROL MEASURES TO ACHIEVE SEDIMENT CONTROL

GENERAL NOTES AND QUANTITIES	ATOKA RAW WATER CASING EXTENSION ISSUE FOR BID	2025	SHAWNEE, OK	drawn by: SCB
				date: 4.30.2025
SHEET G0.1				

Page 561 of 707



3

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⑤

⑥

⑦

⑧

20.00' EASEMENT

EXISTING 24" RAW WATER LINE W/ STEEL CASING

EXISTING ROW

PROPOSED ROW

APPROX. 100'

APPROX. 125'

EXISTING ROW

PROPOSED ROW

HIGHWAY 9

KEY NOTES

- 1 ANTICIPATED EXCAVATION
- 2 ANTICIPATED EXCAVATION
- 3 ANTICIPATED EXCAVATION
- 4 POTENTIAL OF EXISTING
- 5 EXTENSION OF EXISTING RIGHT
- 6 INSTALLATION OF WATER LINE
- 7 RESTORATION OF EASEMENT PRIOR TO CONSTRUCTION
- 8 REPAIR OF EXISTING WATER LINE PRIOR TO CONSTRUCTION

[illegible]

PLAN VIEW

WNEE OK	20
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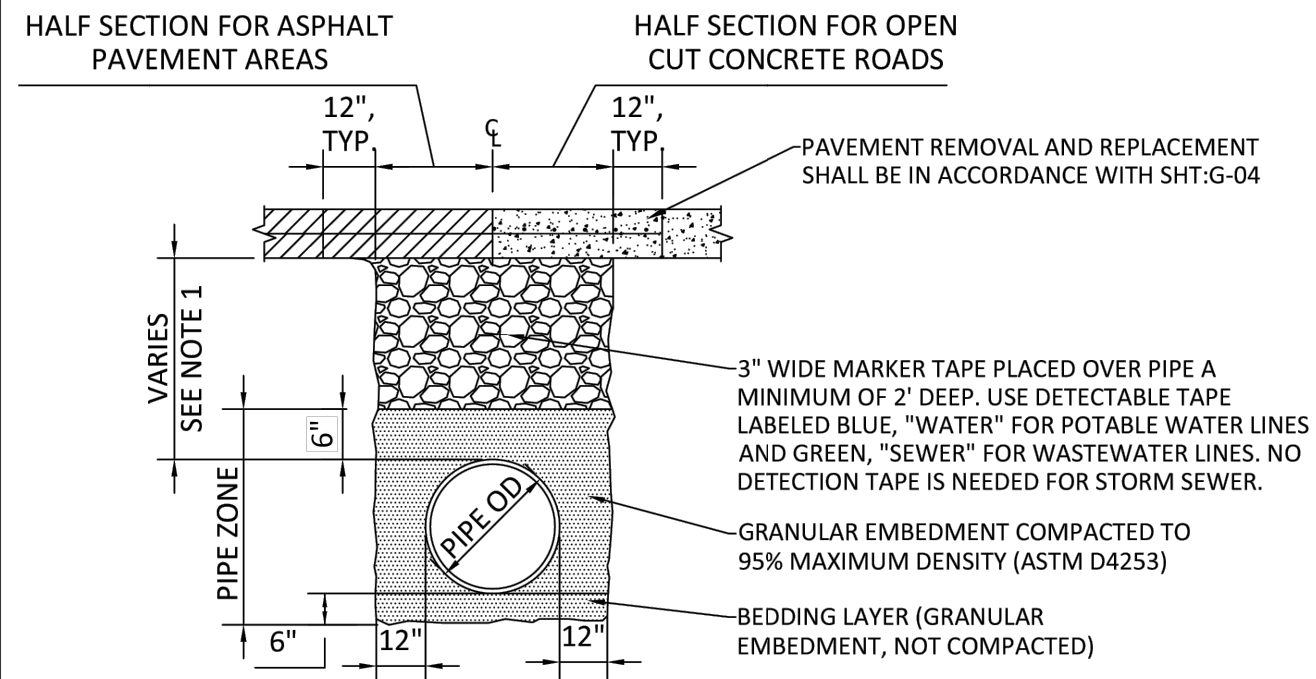
REVISIONS

2025

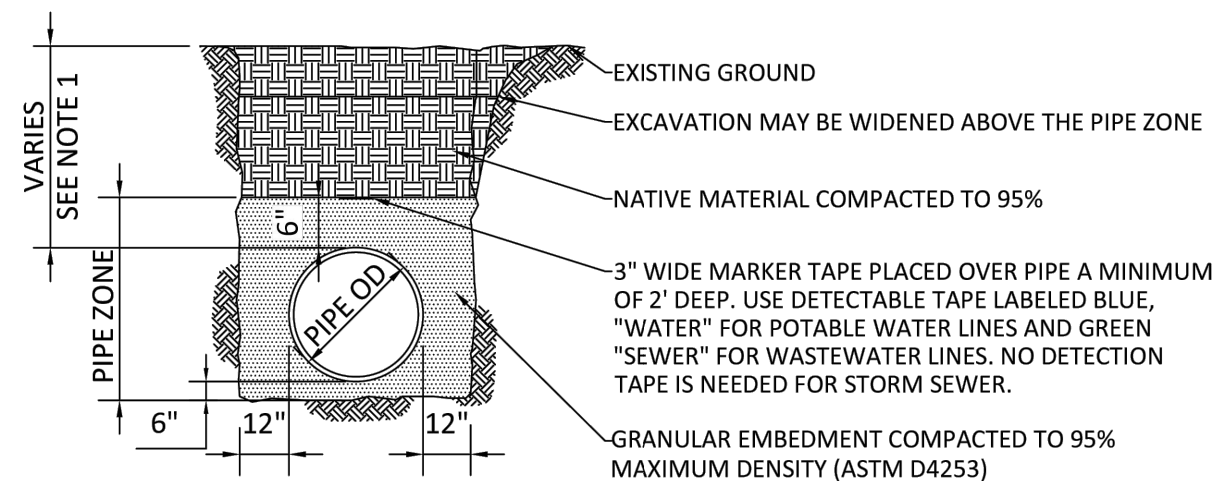
SHAWNEE, OK

drawn by: SCB
date: 4.30.2025

SHEET
C1.0



TYPICAL TRENCH SECTION UNDER PAVEMENT



TYPICAL TRENCH SECTION

NOTES:

1. THE MINIMUM DEPTH OF EARTH COVER IS 30" FOR SANITARY SEWER, 2' FOR STORM SEWER, AND 4' FOR WATER LINES. IF 2' OF COVER CANNOT BE ACHIEVED FOR STORM SEWER, CLASS IV PIPE SHALL BE REQUIRED.
2. NATIVE MATERIAL BACKFILL CONSISTED OF EXCAVATED MATERIAL SHALL BE FREE OF ROCK LARGER THAN 2-1/2", ORGANIC MATERIAL, RUBBISH DEBRIS, AND OTHER OBJECTIONABLE MATERIAL.

TYPICAL BEDDING & TRENCHING FOR WATER, SANITARY, AND STORM
SEWER PIPE

APPROVED BY:

 DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

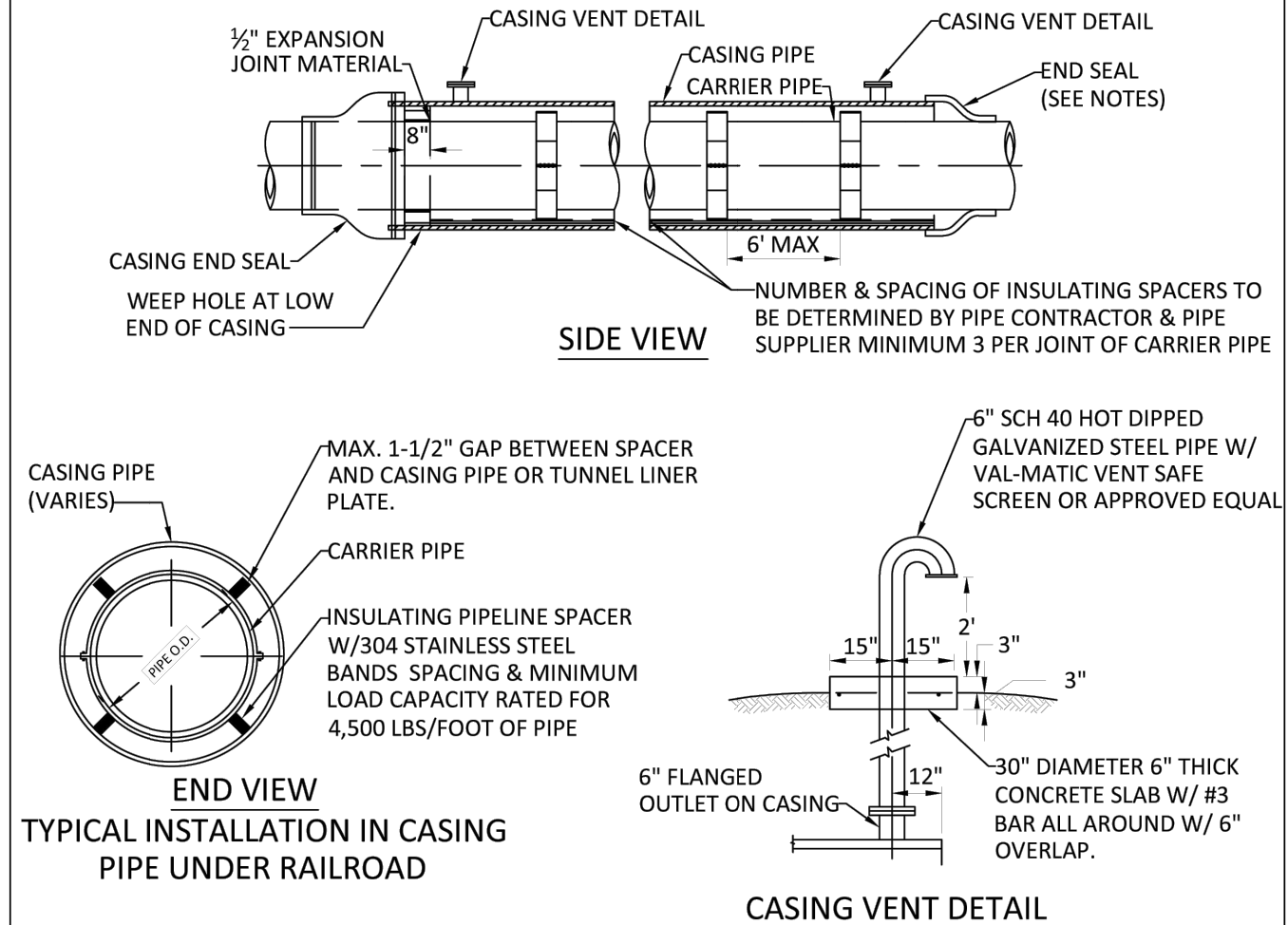
CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. G-01



TYPICAL INSTALLATION IN CASING PIPE UNDER RAILROAD

CASING VENT DETAIL

NOTES:

1. CASING SIZE SHOULD BE 1.5X OD FOR ALL MECHANICAL JOINT OR BELL AND SPIGOT PIPE AND OD +2" CLEARANCE FOR FUSED PIPES. IF CALCULATED SIZE IS NOT STANDARD, ALL CASING SIZES SHALL BE ROUNDED UP TO THE NEXT STANDARD SIZE.
2. BOTH ENDS OF THE CASING PIPE SHALL BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI OR GROUTED MASONRY, EACH PLUG SHALL BE A MINIMUM LENGTH OF 18". GROUTING PRESSURE SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.
3. VENT PIPE SHALL BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS STATE HIGHWAYS OR RAILROAD CROSSINGS. VENTS SHALL BE 2" DIAMETER FOR CASING SIZES LARGER THAN 30". VENTS SHALL HAVE A 90° BEND TO POINT TOWARDS THE GROUND AND SHALL BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN SHALL BE INCLUDED ON THE OPEN END OF VENT PIPE.
4. STEEL CASING PIPE SHALL CONFORM WITH ASTM A-139, STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL SHALL BE NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH.

TYPICAL BORING & CASING DETAIL FOR WATER & SANITARY SEWER PIPE

APPROVED BY:

 DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT



REVISION DATE: 8/26/2024

REVISION NUMBER: 01

DRAWING NO. G-02

SPECIFICATIONS
FOR
CONTRACT NO. 25-0810-01
Atoka Casing Extension for Highway 9 Widening

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION



MAYOR
Eric Stephens

BOARD OF COMMISSIONERS

Lauren Richter
Mark Seahorn
Ashley Fichtner

Chris Odneal
Greta Madson
Daniel Mathews

CITY MANAGER
Mark Simpson

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR:
PROJECT NO. 25-0810-01**

Table of Contents

NOTICE TO BIDDERS	1
INFORMATION FOR BIDDERS	2
BID FORM	6
BID AFFIDAVITS	9
BID BOND	11
CONSTRUCTION AGREEMENT	13
PERFORMANCE BOND	15
STATUTORY BOND	17
MAINTENANCE BOND	19
NOTICE OF AWARD	21
ACCEPTANCE OF AWARD	22
NOTICE TO PROCEED	23
EQUAL OPPORTUNITY CLAUSE	24
PAYMENT REQUEST FORM	25
DEFINITION OF TERMS	28
SCOPE OF WORK	31
CONTROL OF THE WORK AND MATERIALS	31
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	33
PROSECUTION AND PROGRESS	38
SUPPLEMENTAL GENERAL CONDITIONS	39
CHANGE ORDER	43
TECHNICAL SPECIFICATIONS	45

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 3:00 p.m., **Tuesday, June 3, 2025**, for:

BID: CONTRACT NO. 25-0810-01 Atoka Casing Extension for Highway 9 Widening

The City of Shawnee is soliciting bids for a Contractor to provide the **extension of steel casing for the Atoka service line** to include all labor, tools, equipment and supplies.

Bidding Documents / Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Bidding Documents / Specifications is \$50.00 per contract set and is non-refundable. 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. **A MANDATORY pre-bid Conference is scheduled for Tuesday, May 27, 2025, at 10:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following:

BID: CONTRACT NO. 25-0810-01 – Atoka Casing Extension for Highway 9 Widening – June 3, 2025

This project shall include the **extension of steel casing for the Atoka service line**. 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 Commission Chambers, Shawnee, Oklahoma, at 3:00 p.m., **Tuesday, June 3, 2025**.

BY: _____



CITY MANAGER

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF SHAWNEE, OKLAHOMA (herein called the "OWNER"), at the Office of the CITY CLERK until 3:00 p.m., Tuesday, June 3, 2025 and then publicly opened and read aloud at 3:00 p.m.

BIDDERS ARE REQUIRED to obtain Contract Documents and associated Plans directly from the City of Shawnee, and pay, if necessary, 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.

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 Atoka Casing Extension for Highway 9 Widening 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.

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.

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.

BIDDERS must satisfy themselves of the BID SCHEDULE by examination of available information and review of the provided 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.

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.

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.

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.

A Performance BOND, and a Statutory BOND each in the amount of 100 (%) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

CONTRACTOR shall also submit a MAINTENANCE BOND, requirements for such set forth in the Contract Documents.

Attorneys-in-fact who sign BID BONDS or Statutory BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance, Statutory and Maintenance Bonds within ten [10] calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms 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.

The OWNER within ten [10] days of receipt of acceptable Performance, Statutory, and Maintenance BONDS and 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.

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.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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.

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.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

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.

Any desired inspection trips for prospective BIDDERS may be arranged through the City Engineer.

The ENGINEER is Seth Barkhimer, P.E., City Engineer. His address is City Hall, 222 N. Broadway, Shawnee, OK 74801 (405-878-1660).

INSTRUCTIONS AND FORMS

DIVISION I

BID FORM

CONTRACT NO. 25-0810-01

Atoka Casing Extension for Highway 9 Widening

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 bid documents 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 **25-0810-01**

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):

25-0920-01 - UNIT RATE PAVING & DRAINAGE PROJECT

CITY OF SHAWNEE, OKLAHOMA

A Municipal Corporation

Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LSUM		
2	Clearing and Grubbing	1	LSUM		
3	Excavation / Trenching	1	LSUM		
4	Extend Steel Casing	1	LSUM		
5	Install Casing Vents	1	LSUM		
6	ROW Restoration	1	LSUM		
7	Signing & Traffic Control	1	LSUM		
8	Erosion & Sediment Control	1	LSUM		
TOTAL (Base-Bid):					

5. 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.

6. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

7. 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 _____, 2025.

NOTARY PUBLIC

(SEAL)

My Commission Expires

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 _____ 2025.

(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 _____, 2025. 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 Atoka Casing Extension for Highway 9 Widening 25-0810-01.

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 _____, 2025 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. 25-0810-01

Atoka Casing Extension for Highway 9 Widening

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 **45** 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 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. Specifications prepared or issued by City of Shawnee Engineering Department.
- J. 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 _____

TITLE _____ City Manager

(SEAL)

ATTEST:

BY _____

(signature)

NAME _____

(typed)

TITLE _____

(Secretary/Treasurer)

CONTRACTOR:

(name of firm)

BY _____

(signature)

NAME _____

(typed)

TITLE _____

(President/Vice President)

ADDRESS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

a corporation, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound into

The City of Shawnee

Post Office Box 1448 Shawnee, OK 74802-1448
hereinafter called Owner,

in the penal sum of _____

_____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 2023, a copy of which is hereto
attached and made a part hereof for the construction of:

CONTRACT NO. 25-0810-01
Atoka Casing Extension for Highway 9 Widening

NOW, THERFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of whom shall be deemed an original, this _____ day of _____, 2025.

(SEAL)

ATTEST:

Principal Secretary

BY _____

Witness as to Principal

Address

(SEAL)

WITNESS:

Surety

Witness as to Surety

Address

Principal

Address

BY _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That as Principal, and a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety are held and firmly

bound unto _____ in the penal sum of
(State or Other Entity)

_____ Dollars (\$ _____)

in lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with

_____ dated _____, 2025, for
(State or Other Entity)

CONTRACT NO. [25-0810-01 Atoka Casing Extension for Highway 9 Widening](#) all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

In WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

BY _____

TITLE _____

(SEAL)
ATTEST:

BY _____

Name _____
Typed

Title _____

(SEAL)

SURETY: _____

BY _____
President

NAME _____
(Typed)

(SEAL)

ATTEST:

BY _____

Name _____
(Typed)

Title _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of _____

Dollars (\$_____) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for
the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this _____ day of _____, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

_____, dated _____, 2025, for
(State or Other Entity)

CONTRACT NO. 25-0810-01
Atoka Casing Extension for Highway 9 Widening

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

Principal:

ATTEST:

BY _____

TITLE _____

(SEAL)

SURETY:

ATTEST:

Attorney-in-Fact

BY _____

NAME _____

NOTICE OF AWARD

TO: _____

PROJECT Description: **25-0810-01 Atoka Casing Extension for Highway 9 Widening**

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 Unit Prices have been accepted.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND(s), and Statutory BOND(S), both in the amount of 100% of the agreed to Task Order Prices, as they are issued, along with certificates of insurance, all within ten (10) calendar days from the date of the future task order.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the Task Order issuance, 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 24th day of March, 2025.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY _____

TITLE _____

ACCEPTANCE OF AWARD

PROJECT NO. 25-0810-01
Atoka Casing Extension for Highway 9 Widening

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2025.

BY _____

Title _____

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT: **25-0810-01** : [Atoka Casing Extension for Highway 9 Widening](#)

Description of the Elements within this Notice: (Multiple NTPs under this Contract)

You are hereby notified to commence WORK in accordance with the Agreement dated, day of _____, 2025 on or before _____, and you are to complete the WORK within _____ calendar days thereafter. Therefore, the approximate date of completion is _____.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Owner

BY _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above
NOTICE TO PROCEED is
hereby acknowledged

by _____

this the _____ day

of _____, 2025.

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: Atoka Casing Extension for Highway 9 Widening
25-0810-01

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 BID DOCUMENTS

The intent of the bid documents and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the 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 BID DOCUMENTS. ALLOWABLE DEVIATIONS

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

The Contractor shall satisfy themselves to the location of the existing surface and subsurface structures. The City assumes no responsibility for failure to locate utilities or structures in their exact location.

SECTION 011 COORDINATION OF SPECIFICATIONS, AND SPECIAL PROVISIONS

The 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 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 direction 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, the Contractor shall obtain 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

SECTION I-SCOPE

The City of Shawnee is soliciting bids for a Contractor to provide **the extension of steel casing for the Atoka service line** to include all labor, tools, equipment and supplies.

SECTION II - General

1. Where applicable and as indicated, materials and work provided under this project shall conform to the Oklahoma Department of Transportation Standard Specifications for Highway Construction, Edition of 2019, and all amendments thereto, except as specifically modified.
2. Where applicable and as indicated, materials and work provided under this project shall conform to the Shawnee Standard details and Engineering Design Manual, except as specifically modified.

SECTION III – Steel Casing Extension over Existing 24” Raw Water Line

1. General Description

This section governs the work associated with the extension of a steel casing over an existing 24-inch raw water transmission main, including trenching, casing pipe installation, spacers, venting, sealing, and restoration.

The size of the existing steel casing is unknown but is believed to be 27” in diameter. The Contractor shall field verify the exact size and configuration of the existing casing pipe prior to ordering or fabricating materials.

2. Scope of Work

- Locate and expose the existing 24” raw water main and casing terminus.
- Furnish and install a steel casing extension over the existing raw water main.
- The method of installation shall be determined by the Contractor, based on field conditions and subject to approval by the Engineer. Acceptable methods may include split casing with field welding.
- Install casing spacers, end seals, venting, and weep holes in accordance with City of Shawnee Detail G02.
- Plug casing ends with non-shrink grout or concrete as shown.
- Backfill and restore disturbed areas in accordance with City of Shawnee Detail G01.

At all times, the Contractor shall provide appropriate support and protection of the existing 24” raw water main to prevent damage, deflection, or loss of service during casing installation.

3. Materials

3.1 Steel Casing Pipe

- The casing extension shall match the diameter and wall thickness of the existing casing pipe.
- Preliminary information suggests the existing casing is either 27" or 30" in diameter; however, Contractor shall verify the actual casing diameter in the field prior to procurement.
- Pipe shall conform to ASTM A139 Grade B, smooth-wall carbon steel with minimum yield strength of 35,000 psi.
- Wall thickness: Minimum 0.375" or as required by design and site conditions.
- Ends shall be beveled for full-penetration field welding.
- Coating: Asphaltic or fusion-bonded epoxy if required by the Owner.

3.2 Insulating Pipeline Spacers

- Spacers with stainless steel bands rated for a minimum load of 4,500 lbs/ft.
- Spacing and quantity per manufacturer recommendation (minimum 3 per carrier joint).
- Max 1.5" annular space between spacer and casing.

3.3 End Seals and Grouting

- Non-shrink grout plugs (18" minimum length) or approved alternate concrete.
- Minimum compressive strength of 2,500 psi.
- Casing ends shall be sealed as shown in Detail G02.

3.4 Vent Pipes

- 2" Schedule 40 hot-dip galvanized steel pipe with Val-Matic vent screen or approved equal.
- Install vent at both ends for highway or railroad crossings (if applicable).
- Paint International Orange and provide 90° bend with bug screen.

4. Execution

4.1 Excavation and Trenching

- Trenching shall comply with City Detail G01.
- Minimum 6" bedding (uncompacted), and 6" granular embedment compacted to 95% per ASTM D4253.
- Native backfill compacted to 95% maximum dry density.
- Detectable marker tape (blue for water) placed 2 feet above pipe.

4.2 Installation

- Contractor shall determine the method of casing extension based on field conditions.
- Acceptable methods include split casing with full-circumference field welding or other continuous welded methods.
- Bolted sleeve or mechanical casing connections are not permitted.
- Install spacers and end seals in accordance with Detail G02.
- Provide weep holes at low point of casing.
- Plug casing ends with grout after installation.
- Maintain proper grade and alignment.
- Contractor shall provide temporary support, shoring, or bracing as necessary to protect the existing raw water main throughout installation. Damage to the existing line due to improper support will be the responsibility of the Contractor.

4.3 Surface Restoration

- Match existing conditions for pavement, turf, or other surface features.
- Concrete or asphalt surface restoration shall be per City paving standards (e.g., G-04 if applicable).

5. Inspection and Testing

- Visual inspection of welds by qualified personnel.
- Inspection of trench backfill compaction and alignment of casing.
- Final walkthrough with City Engineer or authorized representative.

6. Submittals

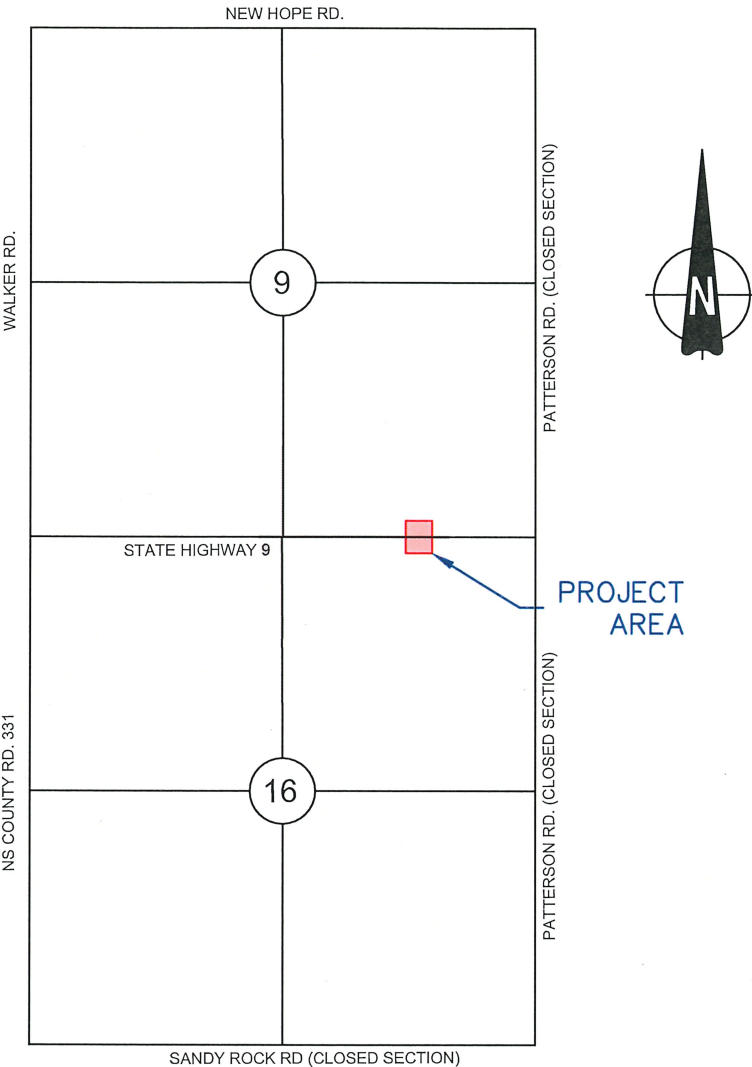
- Pipe and spacer shop drawings.
- Welder certifications and welding procedures.
- Grout and coating product data sheets.
- Trench safety/shoring plans if required by OSHA standards.

7. Measurement and Payment

- The work described under this section shall be paid for at the Lump Sum price bid for "Steel Casing Extension over Existing 24" Raw Water Line," which shall include all labor, materials, equipment, trenching, excavation, casing pipe, spacers, end seals, welding, venting, grouting, support of the existing main, surface restoration, and all incidentals necessary to complete the work as specified and shown in the contract documents.

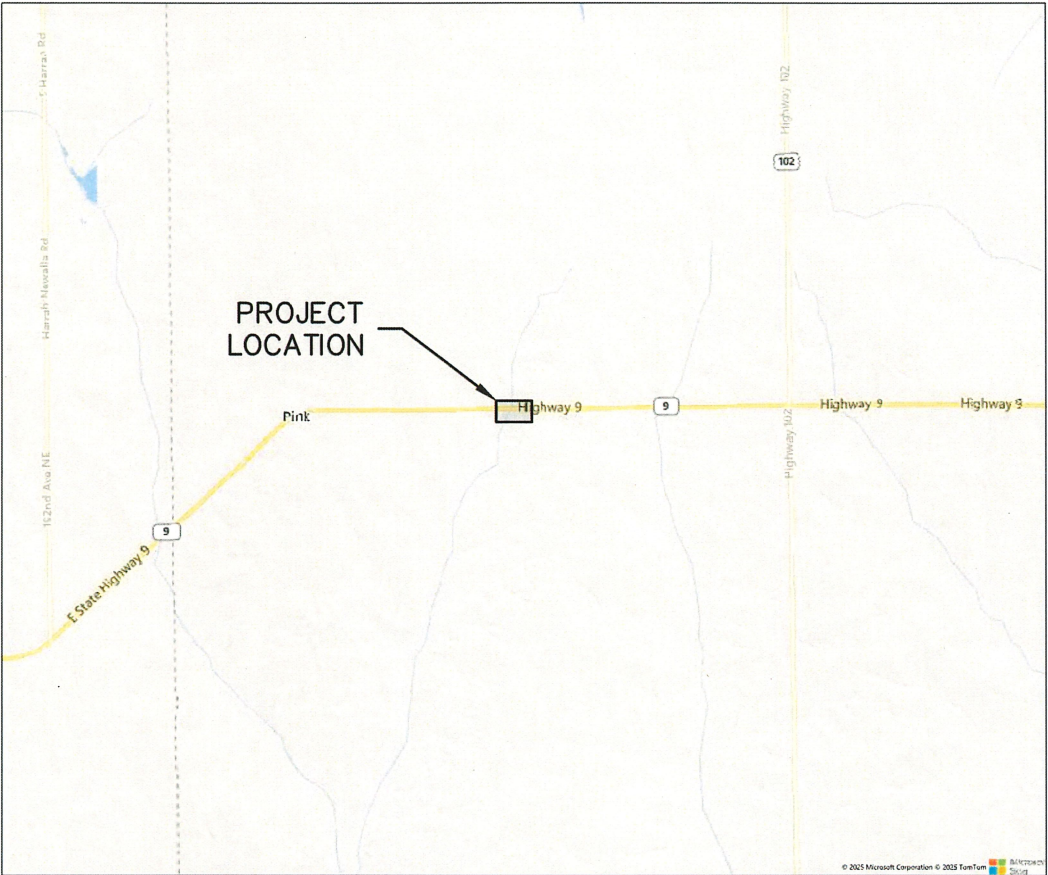
PLAN OF PROPOSED
ATOKA SERVICE LINE
STEEL CASING EXTENSION

STATE HIGHWAY 9
SEC. 9 & 10, T9N, R2E, I.M.
POTTAWATOMIE COUNTY, OKLAHOMA



T-9-N, R-2-E, IM
POTTAWATOMIE COUNTY, OKLAHOMA

VICINITY MAP
SCALE: NTS



ERIC STEPHENS
MAYOR

DANIEL MATTHEWS
COMMISSIONER

ASHLEY FICHTNER
COMMISSIONER

GRETA MADSON
COMMISSIONER

MARK SEHORN
COMMISSIONER

CHRIS ODNEAL
COMMISSIONER

LAUREN RICHTER
COMMISSIONER

MARK SIMPSON
INTERIM CITY MANAGER

LISA LASYONE
CITY CLERK

KIMBERLY SMITH
CITY TREASURER

SHEET INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
G0.0	COVER SHEET
G0.1	GENERAL NOTES & QUANTITIES
C1.0	PLAN VIEW
C2.0	CONSTRUCTION DETAILS

UTILITY LOCATION NUMBERS

STATE WIDE	1-800-522-6543
OUT OF STATE	1-800-654-8249
LOCAL	1-405-273-1250

ENGINEERING DEPARTMENT

APPROVED AS FINAL PLANS:


CITY ENGINEER
5/13/25
DATE



SUMMARY OF QUANTITIES					GENERAL CONSTRUCTION NOTES									
ITEM. NO.	ITEM DESCRIPTION	PAY ITEM NOTE	UNIT	QUANTITY	1. ALL CONSTRUCTION AND MATERIALS, UNLESS OTHERWISE NOTED, SHALL BE IN STRICT ACCORDANCE WITH LATEST VERSION OF OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, EDITION 2019. 2. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL IN ACCORDANCE WITH FEDERAL HIGHWAY ADMINISTRATION MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION. 3. THE CONTRACTOR SHALL PROVIDE BONDS AND PROOF OF INSURANCE IN ACCORDANCE WITH THE LOCAL REQUIREMENTS. 4. THE CONTRACTOR SHALL DELETE ALL REFERENCE TO MEASUREMENT AND PAYMENT ON STANDARD DETAIL SHEETS AND PLANS. QUANTITY TABLES ON ALL STANDARD DETAILS ARE FOR REFERENCE ONLY AND ALL QUANTITIES ARE ESTIMATED AND ARE TO BE MEASURED OUT IN THE FIELD. 5. THE CONTRACTOR SHALL CALL OKIE AT 1-800-522-6543 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. 6. EXISTING UTILITY LOCATIONS AS SHOWN ON THE PLANS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED BY THE CONTRACTOR FOR DEPTH AND LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL RELOCATE OR SUPPORT UTILITIES IN A MANNER TO NOT DAMAGE UTILITIES. CONTRACTOR SHALL COORDINATE CONSTRUCTION OPERATIONS WITH ALL OTHER UTILITY COMPANIES FOR THE RELOCATION OF THEIR LINES PRIOR TO BEGINNING CONSTRUCTION. 7. EVERY EFFORT HAS BEEN MADE TO LOCATE AND SIZE ALL UNDERGROUND UTILITIES FROM AVAILABLE CITY DOCUMENTS, ON SITE SURVEYS AND UTILITY COMPANY REFERENCE MATERIAL. CONTRACTOR SHALL EXERCISE EXTREME CARE AND CAUTION IN THE EXECUTION OF HIS WORK AND SHALL ANTICIPATE THAT UTILITIES, PIPELINES AND OTHER DANGEROUS UNDERGROUND OBSTRUCTIONS EXIST AND ARE NOT SHOWN ON THE PLANS. WHEN LINES OR OTHER OBSTRUCTIONS ARE LOCATED DURING CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT SUCH AND IMMEDIATELY NOTIFY THE OWNER, UTILITY COMPANY AND ENGINEER. 8. PERFORM ALL WORK WITHIN DESIGNATED EASEMENTS. DO NOT ENCROACH OR TRESPASS INTO PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE PROPERTY OWNER. 9. TEMPORARY CONSTRUCTION RIGHTS-OF-WAY, IN ADDITION TO THOSE EASEMENTS SHOWN ON THE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND OBTAINED PRIOR TO BEGINNING ANY CONSTRUCTION OR ACTIVITY ON PRIVATE PROPERTY. 10. SURPLUS EXCAVATED MATERIALS ARE THE PROPERTY OF THE CONTRACTOR AND ARE HIS RESPONSIBILITY TO LEGALLY DISPOSE OF OFF SITE. 11. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION. 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, REPAIR, & REPLACEMENT OF ALL EROSION CONTROL DEVICES. 13. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES. 14. ALL WORK AND/OR MATERIALS NOT CLASSIFIED AS A "CONTRACT PAY ITEM" SHALL BE CONSIDERED INCIDENTAL AND THE COST THEREOF SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS WHICH ARE CLASSIFIED FOR PAYMENT. 15. KEEP ACCURATE RECORDS OF ALL CONSTRUCTION THAT DEVIATES FROM THE DRAWINGS. FURNISH TO THE ENGINEER ACCURATE "AS-BUILT" RED LINE DRAWINGS FOLLOWING COMPLETION OF CONSTRUCTION. 16. TAKE SPECIAL PRECAUTIONS IN THE VICINITY OF ANY OVERHEAD AND UNDERGROUND ELECTRIC LINES. ABIDE BY THE MOST RECENT NATIONAL ELECTRIC CODE FOR WORKING AROUND OVERHEAD ELECTRIC LINES AS WELL AS OTHER LOCAL, STATE OR FEDERAL LAWS/REQUIREMENTS. 17. CONFORM TO ALL APPLICABLE FEDERAL, SATE AND LOCAL LAWS GOVERNING EXCAVATION. TRENCH SIDE SLOPED SHALL MEET OSHA REQUIREMENTS THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION. SUBMIT A TRENCH SAFETY PLAN PRIOR TO CONSTRUCTION. 18. ALL SURFACE DRAINAGE IMPACTED SHALL BE RESTORED TO AS GOOD OR BETTER CONDITION. 19. CONTRACTOR SHALL SEPARATE THE TOP 4"-6" OF TOPSOIL FROM ALL DISTURBED AREAS AND SHALL REAPPLY THE TOPSOIL IN ALL AREAS UPON COMPLETION OF CONSTRUCTION. THE MINIMUM TOPSOIL DEPTH SHALL BE 4" AND SHOULD THERE NOT BE ADEQUATE TOPSOIL AVAILABLE TO REACH THE MINIMUM DEPTH IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IMPORT SUFFICIENT TOPSOIL TO REACH MINIMUM DEPTH. 20. INSTALL TEMPORARY FENCES TO PROTECT HORSES AND OTHER LIVESTOCK WHEN NECESSARY.									
1	MOBILIZATION	1	LSUM	1										
2	CLEARING & GRUBBING	2	LSUM	1										
3	EXCAVATION / TRENCHING	3 & 5	LF	225										
4	EXTEND STEEL CASING	4	LSUM	1										
5	INSTALL CASING VENTS	4	LSUM	1										
6	ROW RESTORATION	6	LSUM	1										
7	SIGNING AND TRAFFIC CONTROL	7	LSUM	1										
8	EROSION & SEDIMENT CONTROL	8 & 9	LSUM	1										
9														
10														

1. ODOT SPECIFICATION SECTION 641

2. ODOT SPECIFICATION SECTION 201

3. ODOT SPECIFICATION SECTION 613

4. SPECIAL PROVISION, TECHNICAL SPECIFICATIONS

5. COST OF EXCAVATION AND BACKFILL RETURNING TO EXISTING GRADE INCLUDING COST OF BEDDING MATERIALS AS PER STANDARD DETAILS SHALL BE INCLUDED IN THIS ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE.

6. ANY AND ALL DISTURBED AREAS SHALL BE TOPSOILED, SODDED, AND FERTILIZED. THIS WORK WILL NOT BE MEASURED FOR PAYMENT.

7. ODOT SPECIFICATION 880

8. TEMPORARY EROSION AND SEDIMENT CONTROL SHALL CONSIST OF TEMPORARY MEASURES WITHIN THE PROJECT LIMITS AND MINIMIZE POLLUTION OF RIVERS, STREAMS, AND PRIVATE PROPERTIES. SUCH MEASURES MAY INCLUDE SILT FENCES, BERMS, DIKES, SLOPE DRAINS, BALE BARRIERS, SEDIMENT FILTERS, SEDIMENT BASINS, SILT FENCES, MULCHES, AND GRASSES.

9. CONTRACTOR SHALL UTILIZE ODOT STANDARD TEMPORARY EROSION CONTROL MEASURES TO ACHIEVE SEDIMENT CONTROL

GENERAL NOTES AND QUANTITIES

ATOKA RAW WATER CASING EXTENSION

ISSUE FOR BID

SHAWNEE, OK

drawn by: SCB

date: 4.30.2025

SHEET

G0.1

REV. NO.

DATE

REVISIONS DESCRIPTION

2025

REVISIONS

City of Shawnee

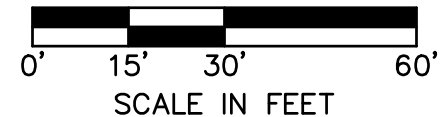
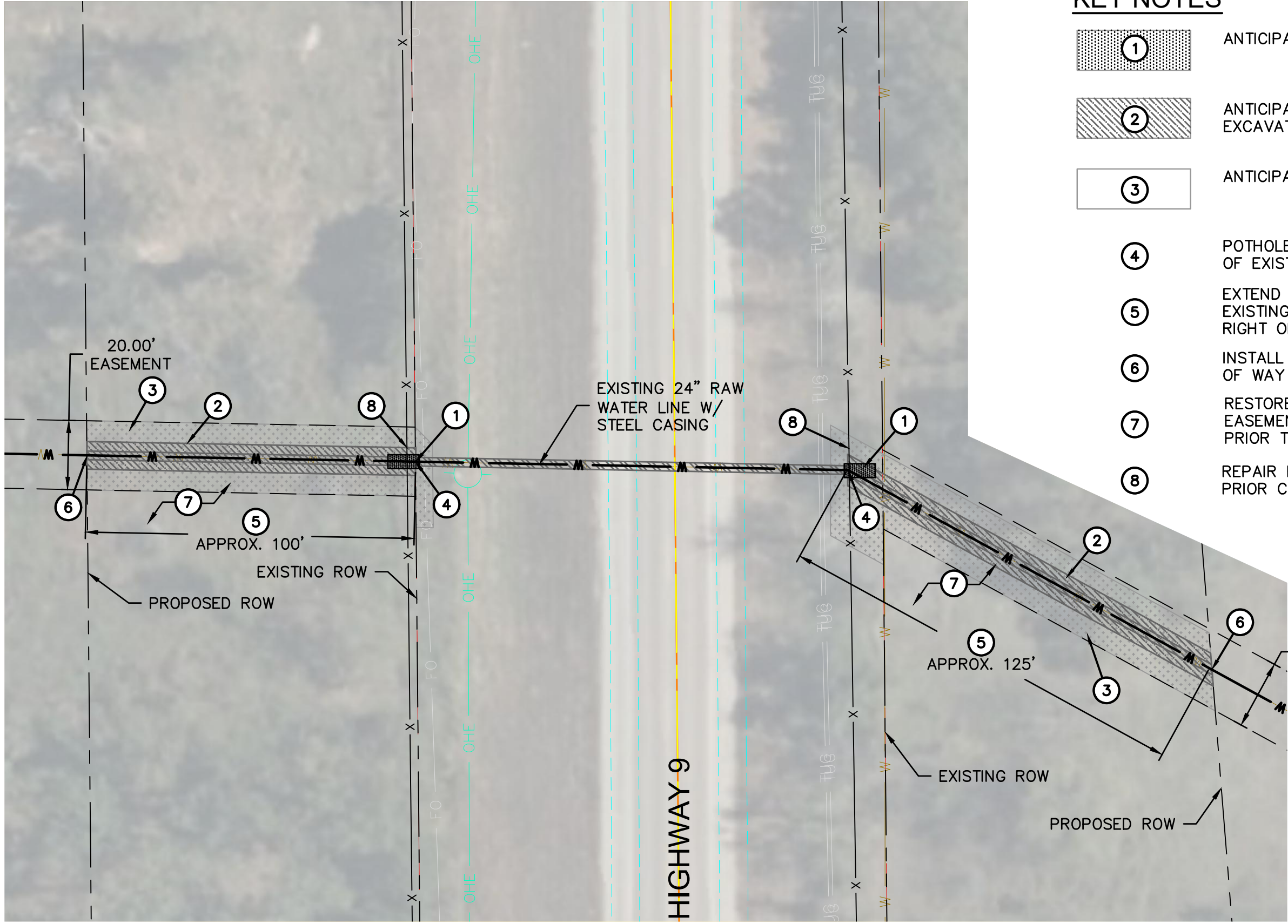
OKLAHOMA

Page 614 of 707



KEY NOTES

- ① ANTICIPATED POTHOLE AREA
- ② ANTICIPATED TRENCH EXCAVATION AREA
- ③ ANTICIPATED RESTORATION AREA
- ④ POTHOLE AND LOCATE END OF EXISTING STEEL CASING
- ⑤ EXTEND STEEL CASING FROM EXISTING LOCATION TO NEW RIGHT OF WAY LINE
- ⑥ INSTALL CASING VENTS AT RIGHT OF WAY LINE
- ⑦ RESTORE RIGHT OF WAY AND EASEMENT AREA TO CONDITIONS PRIOR TO EXCAVATION OR BETTER
- ⑧ REPAIR FENCE AS NECESSARY TO PRIOR CONDITION OR BETTER.



REVISIONS DESCRIPTION	
REV. NO.	DATE

PLAN VIEW

ATOKA RAW WATER CASING EXTENSION
ISSUE FOR BID

SHAWNEE, OK

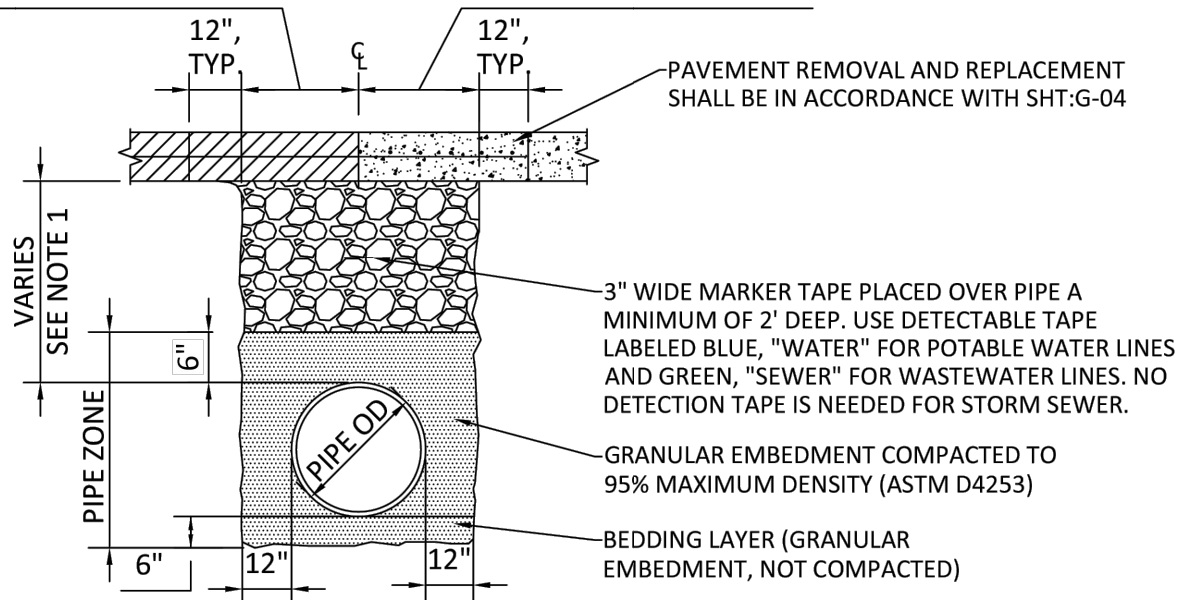
2025

drawn by: **SCB**
date: **4.30.2025**

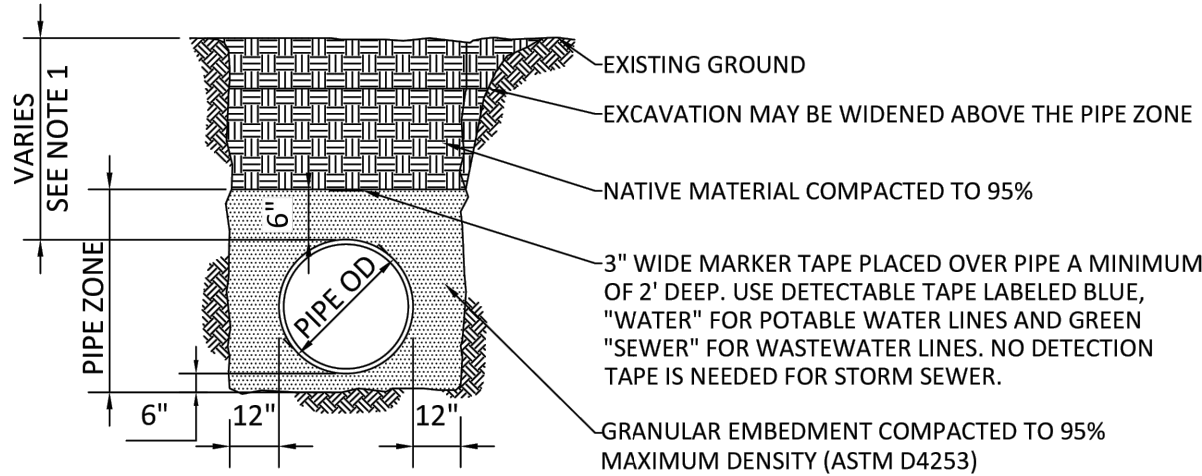
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HALF SECTION FOR ASPHALT
PAVEMENT AREAS

HALF SECTION FOR OPEN
CUT CONCRETE ROADS



TYPICAL TRENCH SECTION UNDER PAVEMENT



TYPICAL TRENCH SECTION

- NOTES:
1. THE MINIMUM DEPTH OF EARTH COVER IS 30" FOR SANITARY SEWER, 2' FOR STORM SEWER, AND 4' FOR WATER LINES. IF 2' OF COVER CANNOT BE ACHIEVED FOR STORM SEWER, CLASS IV PIPE SHALL BE REQUIRED.
 2. NATIVE MATERIAL BACKFILL CONSISTED OF EXCAVATED MATERIAL SHALL BE FREE OF ROCK LARGER THAN 2-1/2", ORGANIC MATERIAL, RUBBISH DEBRIS, AND OTHER OBJECTIONABLE MATERIAL.

TYPICAL BEDDING & TRENCHING FOR WATER, SANITARY, AND STORM
SEWER PIPE

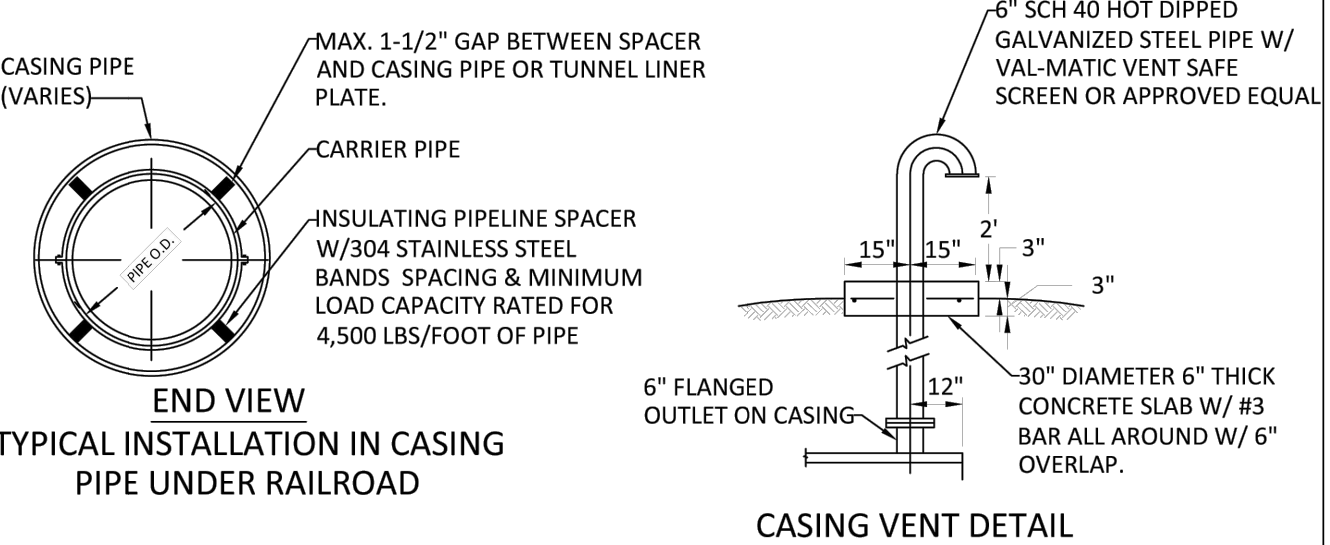
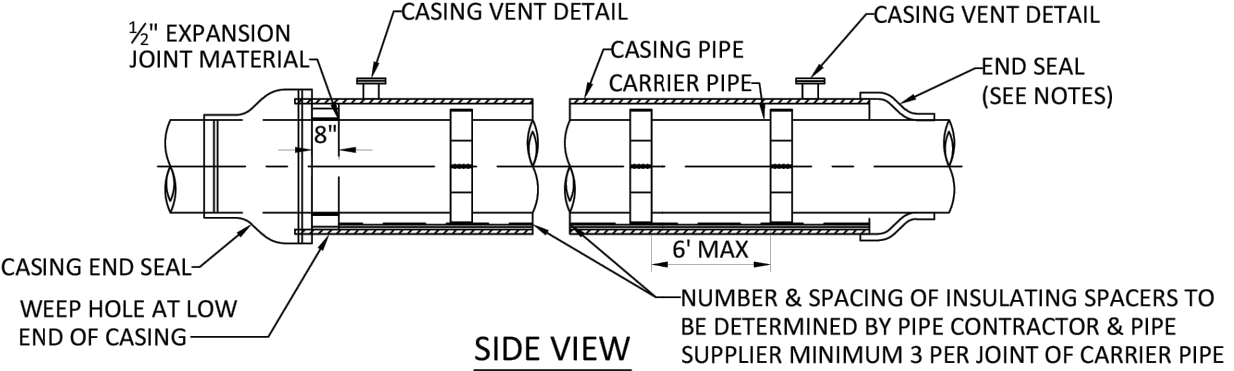
APPROVED BY:  DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

REVISION DATE: 8/26/2024 REVISION NUMBER: 01

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

DRAWING NO. G-01



TYPICAL INSTALLATION IN CASING
PIPE UNDER RAILROAD

- NOTES:
1. CASING SIZE SHOULD BE 1.5X OD FOR ALL MECHANICAL JOINT OR BELL AND SPIGOT PIPE AND OD +2" CLEARANCE FOR FUSED PIPES. IF CALCULATED SIZE IS NOT STANDARD, ALL CASING SIZES SHALL BE ROUNDED UP TO THE NEXT STANDARD SIZE.
 2. BOTH ENDS OF THE CASING PIPE SHALL BE PLUGGED WITH A NON-SHRINK GROUT OR CONCRETE HAVING A MINIMUM COMPRESSIVE STRENGTH OF 2,500 PSI OR GROUTED MASONRY, EACH PLUG SHALL BE A MINIMUM LENGTH OF 18". GROUTING PRESSURE SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDATIONS.
 3. VENT PIPE SHALL BE INSTALLED ON BOTH ENDS OF CASING FOR BORINGS THAT CROSS STATE HIGHWAYS OR RAILROAD CROSSINGS. VENTS SHALL BE 2" DIAMETER FOR CASING SIZES LARGER THAN 30". VENTS SHALL HAVE A 90° BEND TO POINT TOWARDS THE GROUND AND SHALL BE PAINTED INTERNATIONAL ORANGE. BUG SCREEN SHALL BE INCLUDED ON THE OPEN END OF VENT PIPE.
 4. STEEL CASING PIPE SHALL CONFORM WITH ASTM A-139, STANDARD SPECIFICATION FOR ELECTRIC-FUSION (ARC) - WELDED STEEL PIPE (NPS4 AND OVER). THE STEEL MATERIAL SHALL BE NEW, SMOOTH WALL, CARBON STEEL, GRADE B, WITH A MINIMUM TENSILE STRENGTH AND MINIMUM THIRTY-FIVE-THOUSAND (35,000 PSI) POUNDS PER SQUARE INCH YIELD STRENGTH.

TYPICAL BORING & CASING DETAIL FOR WATER & SANITARY SEWER PIPE

APPROVED BY:  DATE: 10/21/2024

SETH BARKHIMER, P.E. CITY ENGINEER

REVISION DATE: 8/26/2024 REVISION NUMBER: 01

CITY OF SHAWNEE, OKLAHOMA
ENGINEERING DEPARTMENT

DRAWING NO. G-02



REV. NO.	DATE	REVISIONS DESCRIPTION

CONSTRUCTION DETAILS	ATOKA RAW WATER CASING EXTENSION ISSUE FOR BID	2025
SHAWNEE, OK		

drawn by: SCB
date: 4.30.2025

SHEET
C2.0

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 3:00 p.m., **Tuesday, June 3, 2025**, for:

BID: CONTRACT NO. 25-0810-01 Atoka Casing Extension for Highway 9 Widening

The City of Shawnee is soliciting bids for a Contractor to provide the **extension of steel casing for the Atoka service line** to include all labor, tools, equipment and supplies.

Bidding Documents / Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Bidding Documents / Specifications is \$50.00 per contract set and is non-refundable. 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. **A MANDATORY pre-bid Conference is scheduled for Tuesday, May 27, 2025, at 10:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following:
BID: CONTRACT NO. 25-0810-01 – Atoka Casing Extension for Highway 9 Widening – June 3, 2025

This project shall include the **extension of steel casing for the Atoka service line**. 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 Commission Chambers, Shawnee, Oklahoma, at 3:00 p.m., **Tuesday, June 3, 2025**.

BY: 

CITY MANAGER

BIDS RECEIVED

ATOKA CASING EXTENSION FOR HIGHWAY 9 WIDENING

CONTRACT NO. 25-0810-01

June 3, 2025

BIDDER NAME/ADDRESS

Timco Services, Bristow, OK \$ 329,274.⁰⁰

June 6, 2025

Seth Barkhimer, PE
City of Shawnee
222 N Broadway Ave.
Shawnee, OK 74801

Dear Mr. Barkhimer,

Subject: J/P 23288(08) Construction, J2-3288(008)
J/P 23288(10) Utilities, STP-214B (122) UT
Cleveland County, SH-9
Low Bid Concurrence

We have reviewed your bid tabulation, the successful bid, and the other bids solicited for the relocation of your facilities within this highway project. The project is on HW-9, in Cleveland and Pottawatomie Counties from east end of Pecan Creek bridge, east 5.55 miles to SH-102.

The City of Shawnee put this project out for Bid and out of the six place holders only one company bid the project. Based on the information furnished we concur with your recommendation to award the contract to **Timco Blasting & Coatings. INC.** in the amount of **\$329,274.00** Please award the contract to them.

Please notify our Resident Engineer, Preston Hiemstra, (405) 527-5569, when you propose to begin the relocations.

Your cooperation concerning this highway project is appreciated. If we may be of any assistance, please contact me at 405-535-9802.

Sincerely,

Dillon Simpson
Dillon Simpson,

District 3 Utility Manager

cc: Ron Brown, Division III Engineer
Preston Hiemstra, Resident Engineer
Utility folder

PRE-AWARD EVALUATION

Date: February 26, 2024

Name: Shawnee Municipal Authority

Project: J/P 23288(08) Construction, J2-3288(008)
J/P 23288(10) Utilities, STP-214B(122)UT
Cleveland County, SH-9

Amount of Agreement: \$130,000.00

- A comparative estimate has been prepared for this agreement.
- The utility owner is qualified and capable of making the relocation.
- If not staffed, they will hire a contractor/consultant.
- The utility owner is capable of making the relocations within the time prescribed.
- The utility owner may request a copy of the R/W & Utilities policy and procedure manual.
- The State will furnish in progress inspection but the utility owner may use or hire their own inspector.

Comments:

Dillon Simpson
Dillon Simpson, District 3 Utilities Manager

Engineering is being performed in-house; thus, not outside consultant is necessary.

- The utility maintains auditable records.
- The proposal is arithmetically correct.
- The utility maintains adequate records to segregate and accumulate reasonable, allocable and allowable costs.

Comments:

Mark L. Ellis
Mark Ellis (Mar 6, 2024 14:30 CST)
Auditor

03/06/2024

Date

The proposal has been subjected to technical and audit evaluations, as appropriate.

OKLAHOMA DEPARTMENT OF TRANSPORTATION

February 23, 2024

TO: Dillon Simpson, Utility Coordinator D3

FROM: Wendy Ross, Resident Engineer

SUBJECT: ~~STP-214B(110)UT~~⁽¹²²⁾ J/P: 23288⁽¹⁰⁾~~(08)~~, Utilities
~~Pottawatomie~~ County, SH-9
Cleveland

Enclosed for further processing; please find the Utility Relocation Agreement Forms submitted by **Shawnee Municipal Authority** for the relocation of their facilities. Wewoka Residency and Division Office have reviewed the drawings and find the rearrangements shown on the proposal appear to clear construction.



Wendy E. Ross, P.E.
Resident Engineer

WER:md

cc: District III
File

Enclosures

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
UTILITY RELOCATION AGREEMENT

PROJECT NO. STP-214B(122)UT ⁽¹⁰⁾
~~J2-3288(008)~~ JOB PIECE NO. 23288(08) UTILITIES Water COUNTY Cleveland
~~Pottawatomie~~

THIS AGREEMENT, made and entered into by and between the Department of Transportation acting for and on behalf of the State of Oklahoma, hereinafter called the "State" and Shawnee Municipal Authority / 16 W 9th St. Shawnee, Ok
(Company Name/Address)
hereinafter called the "Utility Owner".

WITNESS TO THAT

WHEREAS, the State proposed to improve State Highway No. 9 and such improvements will necessitate rearrangement of facilities by said Utility Owner (state scope and nature of work on reverse side), and

WHEREAS, it is understood that if said project is to be financed in part from funds appropriated by the United States and expended under its regulations, that acceptance of work and procedure in general are subject to Federal Laws, Rules, Regulations, Orders, and Approvals applying to it as a Federal Project, and that costs for items entering into the improvement are reimbursable to the State in such amounts and forms as are proper and eligible for payment from Federal Funds. Reference is made to U.S. Department of Transportation, Code of Federal Regulations, Title 23, Parts 645A, 645B and 635.410, included in the Right-of-Way and Utilities Division Policies and Procedures, and

WHEREAS, it is understood that Title 69, O. S., § 1205 and 1403 each as amended, define the extent to which the State and the Utility Owner may be obligated in the costs of utility rearrangements, and the utility locations on all highways are governed by Regulations and Policies adopted by the State Transportation Commission for the protection and maintenance of the highways, and for the safety of the highway users, and

WHEREAS, the State reserves the right to cancel this Agreement at any time prior to the beginning of the adjustment or relocation of the facilities of this Utility Owner, and

WHEREAS, the State agrees to pay the Utility Owner for the proportionate share of the actual cost to prepare approved preliminary engineering plans and estimates at the State's request, if for any reason the State cancels this Agreement.

WHEREAS, this project has a federal action and hence requires compliance with all regulations and permits associated with it.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Utility Owner agrees:

1. To prepare a detailed estimate of the cost of work to be performed in accordance with the Department's Right-of-Way and Utilities Division Policies and Procedures, and such estimate of cost must be attached and be a part of this Agreement. The estimate will include: (1) The accounting system to be used in computing the relocation costs; (2) Credit for Expired Service Life setting forth therein the conditions on which such credit was determined or complete justification if the credit is not applicable; and; (3) Whether equipment costs are developed from experience records.
2. To include the costs for backfill and compaction of any trenches or holes within the right-of-way limits in the estimate of costs. The backfill will be placed and compacted to a density as directed by the Resident

Engineer/Manager, but will not be compacted to less than that of the adjacent soil.

3.
- Any and all existing fencing that may require alteration during the utility relocation process shall be restored to its original condition during and after the time of utility relocation/rearrangement. It is the responsibility of the utility owner to ensure that the integrity of the fencing is not compromised at any time to an extent in which it prevents the fencing from performing its intended purpose.
4.
- To prepare drawings showing the present, temporary and proposed location of its facilities with reference to the centerline of survey and/or the new or existing right-of-way lines using highway stationing in both plan and profile. Delineate details, including date of installation, class, and type of present facility. To comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (DEQ) requirements for pollution prevention, including discharges from storm water runoff on this project. Further, agrees to secure a Storm Water Permit from the DEQ, when required. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plans and the appropriate location map contained in the plans constitute the Storm Water Management Plan for the project previously described in the document. Agrees to have daily operational control of those activities, at the site, necessary to ensure compliance with plan requirements and permit conditions. Agrees to file the Notice of Intent (NOI), when required, for a general construction Oklahoma Pollutant Discharge Elimination System Permit with DEQ, which authorizes discharges of storm water associated with construction activity from the project site identified in this document. Such drawings will be attached to and become a part of this agreement.
5.
- To begin the process of adjustment or relocation of the facilities as shown on the plans and covered by this Agreement within a reasonable time, depending on the availability of material and work forces, but the actual time must not exceed thirty (30) days after receipt of notice from the state to do so, and in no event proceed with any adjustment or relocation work until such notice is received. To inform the State's Resident Engineer/Manager of: (1) The proposed starting date, prior to commencing work, and continually maintaining liaison with his/her office for the duration of the physical relocation; (2) The materials to be disposed of by scrapping, or sale, and to inform him/her of a time and place for his/her inspection thereof; (3) The date work is completed.
- a.
- Buy America requirements are in effect only on federal projects as identified in this agreement. The utility owner is responsible for meeting the Buy America requirements specified in the ODOT Special Provision 106-5 for Buy America. After work is completed on the project, the Contractor must submit a notarized or electronically verified certification signed by the Contractor's authorized agent to the Engineer with the following information:
- i.
- Buy America does not apply to assembly materials, attachment materials, housing encasements, or miscellaneous electronics, as defined below.
- Assembly Materials (miscellaneous steel) – The collection of miscellaneous materials used to fasten, hold, attach, secure and/or assemble materials including but not limited to nuts, bolts, U-bolts, screws, washers, clips, fittings, sleeves, lifting hooks, mounting brackets, pole steps, clamps, brackets, mountings, straps, fasteners, hooks, pins, braces, disks, clevises, couplers, swivels, snaps, crimps, trunnions, dead-ends, compression swages and other miscellaneous materials used to assemble.
- Attachment Materials – Items or material that is not an integral part or permanently attached to a pole, pipe or valve. Attachment materials include, but are not limited to cross arm bracing, insulators, avian equipment, miscellaneous hardware (as defined below), fittings, racks, ladders, encasements, guy wire, strand, conductors and tubing 0.75-inch or less in diameter.
- Housing Encasements – Include cabinets, housings, boxes, vaults, covers, shelves and other items use to protect or house equipment or miscellaneous electronics.

Miscellaneous Electronics – Manufactured products or assemblies consisting of many components such as electronic equipment, routers, switches, radios, processors, power supplies, batteries, antennas, splice cases, pre-connected hubs and terminals, and cross-boxes.

- b. I hereby certify that all construction materials furnished to the Oklahoma Department of Transportation for the construction of the above referenced project that are required to be compliant with the Buy America Act have been produced in the United States of America as defined by §70912 "Definitions" of the Infrastructure and Investment Jobs Act (IIJA) (Public Law 117-58 - Nov. 15, 2021). I further certify that all supporting documentation is on file and will be maintained for a period of three (3) years after project completion.
 - c. I also hereby certify that all manufacturing processes of all products permanently incorporated into this Oklahoma Department of Transportation referenced project including protective coating are procured in the USA and are in accordance with 23 CFR 635.410
 - d. The Utility Owner may maintain this documentation electronically or in paper format. The Department or FHWA may request to review the Utility Owner's supporting documentation to verify compliance with the Buy America provisions at any time. The Utility Owner shall provide the supporting documentation within five (5) business days of the request. The burden of proof to meet the Buy America provisions rests on the Utility Owner. If the supporting documentation does not undeniably demonstrate to the Department or FHWA that the manufactured products, or construction materials identified in the Certificates of Compliance were produced in the United States of America, then such manufactured products or construction materials will be considered unacceptable and must be replaced at no cost to the Department.
6. That no contract with any individual will be entered into without meeting the requirements of the Department's Right-of-Way and Utilities Division Policies and Procedures.
- a. That contract work for technical services, professional services or other labor classifications involved in the rearrangement of the facility proposed under this Agreement will be supported by a statement to the effect that, "The Utility Company is not adequately staffed or equipped to perform such work with its own forces." Proper approval must be obtained in accordance with the Right-of-Way and Utilities Division Policies and Procedures prior to executing a contract with any outside firm or continuing contractor.
7. To submit to the State, within ninety (90) days after satisfactory completion of rearrangement of their facilities under this Agreement, a claim using *ODOT Claim Form 324A*, with a certified statement of costs in accordance with the provisions of the aforementioned memorandums.

It is understood this Agreement does not change the rights or obligations of the Utility Owner as they exist in accordance with present State Law.

In consideration of the faithful performance by the Utility Owner of the foregoing, the State agrees:

To reimburse the Utility Owner for the actual costs of work completed, prorated on the basis of the following percentage or for the lump sum as proposed:

(1) Utility Owner Share of Cost	<u>0</u> %	Estimated Utility Owner Cost	\$ <u>0</u>
(2) State Share of Cost	<u>100</u> %	Estimated State Cost	\$ <u>130,000</u>
OR			
(3) Lump Sum Proposal		State Cost	\$ _____

Nothing herein shall in any way be construed to relieve the Utility Owner from its liability, if any, for payment of a portion of these costs pursuant to 69 O.S. 2001 § 1205, as amended.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Relocation Agreement to be executed by their duly authorized officers on the day and year last below written.

APPROVAL RECOMMENDED:

for Jonia Berry 2/22/24
Resident Engineer/Manager Date

Shawnee Municipal Authority
Name: Utility Owner Date

Wendy Ralls 2/22/24
District Engineer Date

DocuSigned by:
Andrea Wickmuller-Behringer 1/19/2024
Signature: Utility Owner/Agent Date

Ken L. Phillips 03/06/2024
Chief, Right-of-Way & Utilities Division Date

Signature: Utility Owner/Agent Date

DEPARTMENT OF TRANSPORTATION FOR THE STATE
OF OKLAHOMA (ACTING FOR AND ON BEHALF OF THE
STATE OF OKLAHOMA)

[Signature] 03/07/2024

By: Executive Director Date

(State scope and nature of work in space provided below)

Hydroexcavate and locate existing pipe and casing on either side of the road;

Extend casing by horizontally cutting (2) 100'x30" steel pipe and wrapping the pipe and welding the seams;

Excavate and install Casing vents on each side of the roadway ROW;

Fabricate and set (4) metal H-braces;

Install (2) 16' permanent gates on each side of roadway;

Backfill and cleanup and each side of roadway;

DATE: 2/22/2024

FROM: City of Shawnee

SUBJECT: SMA Water Line Casing Extension ~~(J2-3288(008) ; 23288(08)~~ ^{STP-214B(122)UT; 23288(10)}

I hereby certify this project will meet the requirements of Buy America in accordance with the Federal Regulations (23 USC § 313 and 23 CFR § 635.410) and ODOT Special Provision 106-5. Buy America requires all manufacturing processes, including the application of a coating, for all predominantly steel or iron products permanently incorporated into the project shall have occurred in the United States.

A product is considered to be manufactured “predominantly of steel and iron” if the product is at least 90% steel or iron content (measured by weight) when it is delivered to the job site for installation.

“All manufacturing processes” are defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (smelting, rolling, extruding, bending, etc.).

“Coating” is defined as any process which protects or enhances the value of the steel or iron product to which the coating is applied (epoxy, galvanizing, painting, etc.).

I understand that I must comply with Buy America and provide all required documentation prior to incorporating any steel or iron products into the project. Any noncompliance will be justification for rejection of the steel and/or iron products or nonpayment of the work.

I the undersigned hereby certify that I am an authorized City of Shawnee
(Company Name)

agent of: Sincerely:

Seth Barkhimer
Seth Barkhimer; Director of Engineering
(Name/Title)

State of _____)
County of _____) §

Subscribed and sworn to before me this 22 day of Feb, 2024 by Seth Barkhimer
KASSANDRA CHOI
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES OCT. 05, 2025
COMMISSION # 21013095
Kassandra Choi
Notary Public

My Commission Expires: OCT. 05, 2025
My Commission No.: 21013095

CERTIFICATE OF MATERIALS ORIGIN

PROJECT NO: _____		CONTRACT ID: _____	
COUNTY: _____	J/P: _____	RESIDENCY: _____	
CONTRACTOR: _____		DATE: _____	
BID ITEM NAME & NO: _____		QUANTITY: _____	

DOMESTIC MATERIALS SOURCE (NAME AND ADDRESS) TO INCLUDE SUPPLIER, FABRICATOR, AND MANUFACTURER

DOMESTIC MATERIALS DESCRIPTION

DOMESTIC ENTITIES INVOLVED IN OTHER MANUFACTURING PROCESSES (I.E.: GALVANIZATION, EPOXYCOATING, WELDING, BENDING, ETC.)

DESCRIPTION OF MATERIALS OF UNKNOWN ORIGIN OR FOREIGN MATERIALS DELIVERED TO THE PROJECT

This certification is made for the purpose of establshing the materials acceptance under the Buy America Certification (23CFR 635.410) and the Contract Special Provisions. All iron and steel manufacturing processes, including protective coating, for the domestic materials described above occurred in the United State of America.

Manufacturer's certificates verify the origin above described in the domestic materials will be kept on file for three years by the supplier following the final payment. Copies will be provided to the Oklahoma Department of Transportations upon their request. I declare under the penalty of perjury under the Oklahoma and Federal Laws that the foregoing is true and correct;

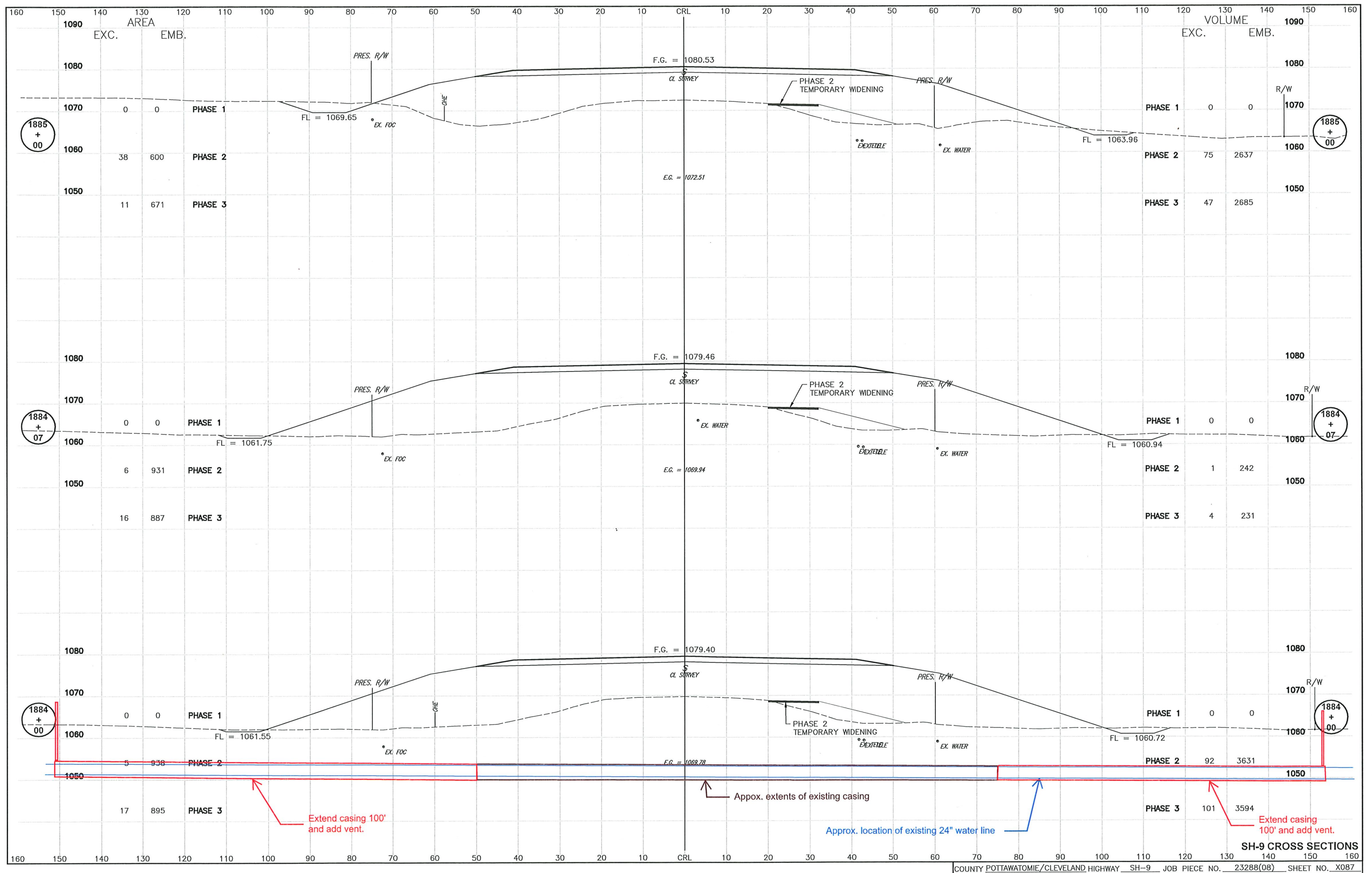
Supplier Name and Address	Authorized Representative	
	Name: _____	
	Title: _____	
	Signature _____	Date _____

Project Cost Estimate

State Highway No. 9 - Atoka Casing Extension

12.29.2023

ITEM NO.	DESCRIPTION	QNTY. NO.	UNIT	UNIT PRICE	TOTAL
1	Hydroexcavate and locate existing pipe and casing;	2.00	EA	\$ 2,500.00	\$ 5,000.00
2	Extend 30" Steel Casing	200.00	L.F.	\$ 470.00	\$ 94,000.00
3	Install Casing Vents	2.00	EA	\$ 3,500.00	\$ 7,000.00
4	Fabricate and Set Metal H-Braces	2.00	EA	\$ 350.00	\$ 700.00
5	Install 16' Gates	2.00	EA	\$ 400.00	\$ 800.00
6	Backfill and Cleanup	1.00	LSUM	\$ 15,000.00	\$ 15,000.00
7	Traffic Control	1.00	LSUM	\$ 7,500.00	\$ 7,500.00
8					
9					\$ -
10					\$ -
TOTAL AMOUNT OF ESTIMATE					\$ 130,000.00





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

Date: June 16, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Roof Repair at the Shawnee Heart of Oklahoma Exposition Center (Award)

Background: On May 13, 2025 City Staff solicited bids for the roof repair for building at the Shawnee Heart of Oklahoma Exposition Center. The Otto Krause, Fred Humphrey, and Walkway between the two buildings suffered damage during the April 19, 2023, storm event. Four (4) bids were received and opened on June 3, 2025.

Staff reviewed all bids and found that Next Level Roofing, from Bixby, OK has the lowest and best bid.

Staff recommends awarding the contract to Next Level, in the amount of \$449,800.

Financial Impact: \$449,800 from 010-5-0740-53390 ; Project Number EM-2023-0419-09

Attachments: SPEC BOOK - Expo Roof Repair - Addendum #1, Signed Notice to Bidders - Roof Repair for Expo, Planholder's List - Roof Repair at Shawnee Heart of Oklahoma Expo Center, Bid Opening - Bid Tab - Expo Roof Bid

Staff Recommendation: Award of the Contract

SPECIFICATIONS
FOR
CONTRACT NO. EM-2023-0419-09
Roof Repair at Shawnee Heart of Oklahoma
Expo Center

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION



MAYOR
Eric Stephens

BOARD OF COMMISSIONERS

Lauren Richter
Mark Seahorn
Ashley Fichtner

Chris Odneal
Greta Madson
Daniel Mathews

CITY MANAGER
Mark Simpson

CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR:
PROJECT NO. **EM-2023-0419-09****

Table of Contents

NOTICE TO BIDDERS	1
INFORMATION FOR BIDDERS	2
BID FORM	6
BID AFFIDAVITS	9
BID BOND	11
CONSTRUCTION AGREEMENT	13
PERFORMANCE BOND	15
STATUTORY BOND	17
MAINTENANCE BOND	19
NOTICE OF AWARD	21
ACCEPTANCE OF AWARD	22
NOTICE TO PROCEED	23
EQUAL OPPORTUNITY CLAUSE	24
PAYMENT REQUEST FORM	25
DEFINITION OF TERMS	28
SCOPE OF WORK	31
CONTROL OF THE WORK AND MATERIALS	31
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	33
PROSECUTION AND PROGRESS	38
SUPPLEMENTAL GENERAL CONDITIONS	39
CHANGE ORDER	43
TECHNICAL SPECIFICATIONS	45

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 3:30 p.m., **Tuesday, June 3, 2025**, for:

BID: CONTRACT NO. EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center

The City of Shawnee is soliciting bids for a Contractor to provide **Roofing repairs at the Shawnee Heart of Oklahoma Expo Center** to include all labor, tools, equipment and supplies.

Bidding Documents / Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Bidding Documents / Specifications is \$50.00 per contract set and is non-refundable. 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. **A MANDATORY pre-bid Conference is scheduled for Tuesday, May 27, 2025, at 11:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following:

BID: CONTRACT NO. EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center – June 3, 2025

This project shall include **roofing repairs at the Shawnee Heart of Oklahoma Expo Center**. 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 Commission Chambers, Shawnee, Oklahoma, at 3:30 p.m., **Tuesday, June 3, 2025**.

BY: 
CITY MANAGER

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF SHAWNEE, OKLAHOMA (herein called the "OWNER"), at the Office of the CITY CLERK until 3:00 p.m., Tuesday, June 3, 2025 and then publicly opened and read aloud at 3:00 p.m.

BIDDERS ARE REQUIRED to obtain Contract Documents and associated Plans directly from the City of Shawnee, and pay, if necessary, 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.

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 Roof Repairs at Shawnee Heart of Oklahoma Expo Center 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.

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.

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.

BIDDERS must satisfy themselves of the BID SCHEDULE by examination of available information and review of the provided 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.

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.

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.

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.

A Performance BOND, and a Statutory BOND each in the amount of 100 (%) percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

CONTRACTOR shall also submit a MAINTENANCE BOND, requirements for such set forth in the Contract Documents.

Attorneys-in-fact who sign BID BONDS or Statutory BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Performance, Statutory and Maintenance Bonds within ten [10] calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The necessary Agreement and BOND forms 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.

The OWNER within ten [10] days of receipt of acceptable Performance, Statutory, and Maintenance BONDS and 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.

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.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

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.

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.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

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.

Any desired inspection trips for prospective BIDDERS may be arranged through the City Engineer.

The ENGINEER is Seth Barkhimer, P.E., City Engineer. His address is City Hall, 222 N. Broadway, Shawnee, OK 74801 (405-878-1660).

INSTRUCTIONS AND FORMS

DIVISION I

BID FORM

CONTRACT NO. EM-2023-0419-09

Roof Repair at Shawnee Heart of Oklahoma Expo Center

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 bid documents 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 **EM-2023-0419-09**

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):

EM-2023-0419-09 – Roof Repair at Shawnee Heart of Oklahoma Expo Center

CITY OF SHAWNEE, OKLAHOMA

A Municipal Corporation

Item	Description	Quantity	Units	Unit Price	Total
1	Foam & Coated Roof Storm Damage Repair*	1	LSUM		
TOTAL (Base-Bid):					

*Lump Sum bid to include roof on Fred Humphrey Pavillion, Otto Krause Building and Walkway between the two buildings.

5. 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.

6. Communications concerning this Bid shall be addressed to the address listed on the following page unless otherwise indicated as follows:

NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

ZIP CODE: _____

FAX NO.: _____

CONTACT PERSON: _____

7. 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 _____, 2025.

NOTARY PUBLIC

(SEAL)

My Commission Expires

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 _____ 2025.

(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 _____, 2025. 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 [Roof Repair at Shawnee Heart of Oklahoma Expo Center EM-2023-0419-09](#)

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 _____, 2025 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. EM-2023-0419-09

Roof Repair at Shawnee Heart of Oklahoma Expo Center

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 **60** 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 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. Specifications prepared or issued by City of Shawnee Engineering Department.
- J. 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 _____

TITLE _____ City Manager

(SEAL)

ATTEST:

BY _____

(signature)

NAME _____

(typed)

TITLE _____

(Secretary/Treasurer)

CONTRACTOR:

(name of firm)

BY _____

(signature)

NAME _____

(typed)

TITLE _____

(President/Vice President)

ADDRESS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

a corporation, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound into

The City of Shawnee

Post Office Box 1448 Shawnee, OK 74802-1448
hereinafter called Owner,

in the penal sum of _____

_____ Dollars, (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto
attached and made a part hereof for the construction of:

CONTRACT NO. EM-2023-0419-09
Roof Repair at Shawnee Heart of Oklahoma Expo Center

NOW, THERFORE, if the Principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the OWNER with or without
notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save harmless the OWNER
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the OWNER all outlay and expense which the OWNER may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts each one of whom shall be deemed an original, this _____ day of _____, 2025.

(SEAL)

ATTEST:

Principal Secretary

BY _____

Witness as to Principal

Address

(SEAL)

WITNESS:

Surety

Witness as to Surety

Address

Principal

Address

BY _____

Attorney-in-Fact

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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.

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS:

That as Principal, and a corporation organized under the laws of the State of Oklahoma and authorized to transact business in the State of Oklahoma, as Surety are held and firmly

bound unto _____ in the penal sum of
(State or Other Entity)

_____ Dollars (\$ _____)

in lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with

_____ dated _____, 2025, for
(State or Other Entity)

CONTRACT NO. EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center all in compliance with the plans and specification therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who perform work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

In WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

Principal:

BY _____

TITLE _____

(SEAL)
ATTEST:

BY _____

Name _____
Typed

Title _____

(SEAL)

SURETY: _____

BY _____
President

NAME _____
(Typed)

(SEAL)

ATTEST:

BY _____

Name _____
(Typed)

Title _____

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal, and _____,
a corporation organized under the laws of the State of Oklahoma and authorized to transact
business in the State of Oklahoma, as Surety, are held and firmly bound unto the City of
Shawnee in penal sum of _____

Dollars (\$_____) in lawful money of the United States of America, said sum being
equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent
(10%) for the second year after completion and final acceptance (total of 2 years maintenance),
for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs,
executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these
presents.

DATED this _____ day of _____, 2025.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

_____, dated _____, 2025, for
(State or Other Entity)

CONTRACT NO. EM-2023-0419-09
Roof Repair at Shawnee Heart of Oklahoma Expo Center

all in compliance with the plans and specifications therefore, made a part of said

Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one years thereafter, of total contract price} for all projects) from and after acceptance of said project by the City of Shawnee; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold City of Shawnee harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

Principal:

ATTEST:

BY _____

TITLE _____

(SEAL)

SURETY:

ATTEST:

Attorney-in-Fact

BY _____

NAME _____

NOTICE OF AWARD

TO: _____

PROJECT Description: **EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center**

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 Unit Prices have been accepted.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND(s), and Statutory BOND(S), both in the amount of 100% of the agreed to Task Order Prices, as they are issued, along with certificates of insurance, all within ten (10) calendar days from the date of the future task order.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the Task Order issuance, 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 _____.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

BY _____

TITLE _____

ACCEPTANCE OF AWARD

PROJECT NO. EM-2023-0419-09
Roof Repair at Shawnee Heart of Oklahoma Expo Center

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this the _____ day of _____, 2025.

BY _____

Title _____

NOTICE TO PROCEED

TO: _____ DATE: _____
PROJECT: EM-2023-0419-09 : Roof Repair at Shawnee heart of Oklahoma Expo Center
Description of the Elements within this Notice: (Multiple NTPs under this Contract)

You are hereby notified to commence WORK in accordance with the Agreement dated, day of _____, 2025 on or before _____, and you are to complete the WORK within _____ calendar days thereafter. Therefore, the approximate date of completion is _____.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation
Owner

BY _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above
NOTICE TO PROCEED is
hereby acknowledged

by _____

this the _____ day

of _____, 2025.

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

SHEET

SHEETS

PROJECT DESCRIPTION: Roof Repair at Shawnee Heart of Oklahoma Expo Center
EM-2023-0419-09

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 BID DOCUMENTS

The intent of the bid documents and specifications is to prescribe a complete work or improvement, which the Contractor undertakes to do, in full compliance with the 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 BID DOCUMENTS. ALLOWABLE DEVIATIONS

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

The Contractor shall satisfy themselves to the location of the existing surface and subsurface structures. The City assumes no responsibility for failure to locate utilities or structures in their exact location.

SECTION 011 COORDINATION OF SPECIFICATIONS, AND SPECIAL PROVISIONS

The 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 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 direction 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, the Contractor shall obtain 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 or 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

SECTION I - SCOPE

The City of Shawnee is soliciting bids for a Contractor to provide **Roof Repair at Shawnee Heart of Oklahoma Expo Center** to include all labor, tools, equipment and supplies.

SECTION II - General

1. The Contractor shall perform all work in full compliance with all applicable **City of Shawnee ordinances, Oklahoma state regulations, and federal building, safety, and environmental codes**. This includes, but is not limited to, compliance with the International Building Code (IBC), OSHA safety standards, EPA guidelines regarding material handling and disposal, and any local permitting or inspection requirements. It is the Contractor's responsibility to identify and adhere to all codes and regulations applicable to the scope of work.

SECTION II – Foam and Coated Roof Storm Damage Repair

1. General Description

- This section describes the materials, procedures, and performance standards required to restore storm-damaged areas of the existing spray foam and coated roof system at the City of Shawnee Expo Center. The intent of this repair is to restore waterproofing integrity and achieve a 15-year warranty per coating manufacturer requirements.

2. Scope of Work

- The Contractor shall furnish all labor, materials, equipment, and incidentals to complete the following work:
- Clean entire roof surface using manufacturer-approved cleaner and pressure washer to remove dirt, oxidation, and debris.
- Inspect and cut out hail-damaged areas across the foam surface.
- Fill minor hail strikes using acrylic caulking compound compatible with the roof coating system.
- For deeper impacts, remove and repair with new 2.8 lb. closed-cell roofing foam as needed to restore surface profile.
- Apply three (3) coats of an approved acrylic roof coating system in accordance with manufacturer specifications and coverage rates required to qualify for a 15-year system warranty.
- Coordinate all work with the City of Shawnee to avoid conflicts with scheduled Expo Center events.
- Maintain a clean jobsite daily and adhere to all applicable safety and insurance requirements.

3. Materials

3.1 Roof Coating System

- Type: Water-based or solvent-based acrylic roof coating
- Approved Manufacturers:

- Everest Systems
- Progressive Materials
- Aldo Coatings
- Inland Coatings
- Alternates: Other manufacturers may be submitted for review. Coatings must be demonstrated to be fully compatible with existing roof materials and qualify for a 15-year manufacturer warranty.

3.2 Foam Repair Material

- Type: Spray-applied polyurethane foam (SPF)
- Density: Minimum 2.8 lb./cu ft closed-cell formulation
- Compatibility: Must be compatible with existing SPF substrate and acrylic coatings

3.3 Sealants and Caulking

- Acrylic-based elastomeric caulking compound
- UV resistant and designed for use under acrylic roof coatings
- Compatible with selected coating system

3.4 Cleaning Materials

- Use a roof system manufacturer-recommended cleaning agent
- Pressure washing must be performed at an appropriate PSI to avoid damaging foam or coatings

4. Execution

4.1 Preparation and Cleaning

- Remove all dirt, oxidation, biological growth, and loose material from the roof surface
- Use an approved cleaning solution in conjunction with pressure washing
- Allow roof surface to dry completely prior to repairs and coating application

4.2 Hail Strike Repair

- Cut out hail impacts across the roof surface
- For minor strikes, fill with approved acrylic caulking
- For larger impacts, remove damaged foam and replace with 2.8 lb. closed-cell SPF
- Ensure repaired areas are flush and continuous with existing foam profile

4.3 Coating Application

- Apply three coats of compatible acrylic coating per manufacturer's coverage rates
- Ensure proper cure time between coats
- Final coating thickness must meet or exceed manufacturer's requirements for a 15-year warranty
- Contractor is responsible for coordinating with the coating manufacturer to confirm warranty compliance

4.4 Protection and Coordination

- Coordinate work schedule with City of Shawnee staff to avoid conflict with scheduled events
- Maintain safe access and egress at all times
- Clean up and remove all debris and overspray daily

5. Quality Control and Warranty

- All work shall be performed by experienced personnel trained in SPF and acrylic roof coatings

- Work shall comply with manufacturer installation guidelines
- Final system must qualify for and include a 15-year written manufacturer warranty
- City reserves the right to require a manufacturer inspection prior to acceptance

6. Safety and Licensing

- Contractor shall comply with all OSHA safety regulations
- All personnel on-site must wear appropriate fall protection and PPE
- Contractor must be licensed by the Oklahoma Construction Industries Board (CIB) and maintain a Commercial Endorsement in good standing
- Contractor shall provide Worker's Compensation and General Liability Insurance certificates in accordance with City of Shawnee requirements prior to mobilization

7. Measurement and Payment

This work shall be paid for at the Lump Sum price bid for "Foam and Coated Roof Storm Damage Repair – Shawnee Expo Center," which shall include all labor, materials, cleaning, foam and coating applications, safety compliance, insurance, coordination, warranty documentation, and incidentals necessary to complete the work.

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 3:30 p.m., **Tuesday, June 3, 2025**, for:

BID: CONTRACT NO. EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center

The City of Shawnee is soliciting bids for a Contractor to provide **Roofing repairs at the Shawnee Heart of Oklahoma Expo Center** to include all labor, tools, equipment and supplies.

Bidding Documents / Specifications are available to qualified bidders at the office of City Engineer, 222 North Broadway, Shawnee, OK 74802-1448. The fee for Bidding Documents / Specifications is \$50.00 per contract set and is non-refundable. 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. **A MANDATORY pre-bid Conference is scheduled for Tuesday, May 27, 2025, at 11:00 a.m. in the City Commission Chambers Room, 16 W 9th Street, Shawnee, OK.**

Each bid shall be filed in a sealed envelope. On the front of each envelope shall be written the following:

BID: CONTRACT NO. EM-2023-0419-09 Roof Repair at Shawnee Heart of Oklahoma Expo Center – June 3, 2025

This project shall include **roofing repairs at the Shawnee Heart of Oklahoma Expo Center**. 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 Commission Chambers, Shawnee, Oklahoma, at 3:30 p.m., **Tuesday, June 3, 2025**.

BY: 
CITY MANAGER

Plan Holder's List			
CITY OF SHAWNEE - Roof Repair at Shawnee Heart of Oklahoma Expo Center			
	Name of Company	Contact Info (Phone and Email)	Representative Name
1	Preferred Roofing, Inc.	bill@preferredroofing.net 405.792.2222	Bill Feland
2	L. Wallace Construction Co., Inc	jriggs@lwccgc.com 405.824.7972	John Riggs
3	Dodge Construction Network	spencer.mantalaba@construction.com 844.326.3826 ext 7282	Spencer Mantalaba
4	Commercial Roof Solutions	curtis@commercialroofsolutions.net 405.651.6336	Curtis Treadway
5	Superior Commercial Roofing	superiorroofingokc@gmail.com 405.626.6620	Jose Sosa
6	ConstructConnect	el.estabela@constructconnect.com 240.221.9248	El Estrabela
7	Oklahoma Roofing	bids@okroofing.com 405-670-6053	Roberta Dettinger
8	Next Level Roofing	travis@nextlevelok.com 405-201-9635	Travis
9	Central Weatherproofing	roof.cw@outlook.com 405-815-7040	Aaron Olen
10	Draper Construction & Commercial Roofing	trace@draper.construction 405.812.6000	Trace Bailey
11	ePlan	eplan@eplanbidding.com 573.447.7130	John Noll

BIDS RECEIVED

ROOF REPAIR AT SHAWNEE HEART OF OKLAHOMA EXPO CENTER

CONTRACT NO. EM-2023-0419-06

June 3, 2025

BIDDER NAME/ADDRESS

Superior Commercial Roofing, LLC, Jones, OK \$515,000

Preferred Roofing, Inc., Bethany, OK \$833,333

Central Weatherproofing, Edmond, OK \$888,250

Next Level Roofing, Bixby, OK \$449,800



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

Date: June 16, 2025
To: City Commission
From: Kimberly Smith, Finance Director
Subject: June 2025 Sales and Use Tax Deposit

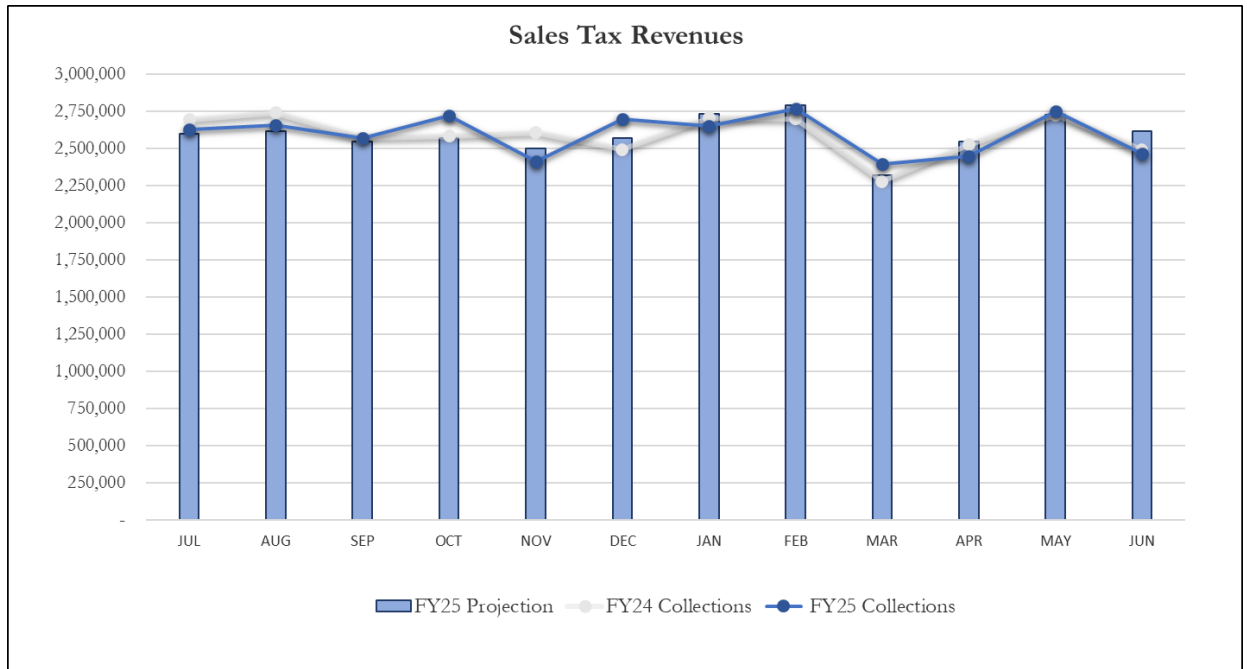
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 consist of May estimates and April final reported collections. Any taxes collected for months prior to March will include late penalties and interest accrued.

- Sales Tax Collection Allocated by Fund - The June sales tax deposit was \$2,465,075.10 including interest of \$3,697.30, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,232,537.55
2018 Capital Improvements Fund	308,134.39
Capital Improvements Fund	238,804.15
Street Improvements Fund	269,617.59
Economic Development Fund	30,813.44
Police Sales Tax Fund	38,516.80
Fire Sales Tax Fund	38,516.80
2023 Capital Improvements Fund	<u>308,134.39</u>
Total Sales Taxes Collected	<u><u>\$ 2,465,075.10</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,864,577.13 for June 2025. Sales tax projections are based on an average for the most recent three years of sales tax history. For the year, sales tax collections are up \$26,481 or 0.09%, over the projected budget year-to-date, across 8 funds. Use tax collections are down \$296,150 or 6% below the projected budget year-to-date.

○ Fiscal Year 2025 Sales Tax Collections and Performance:

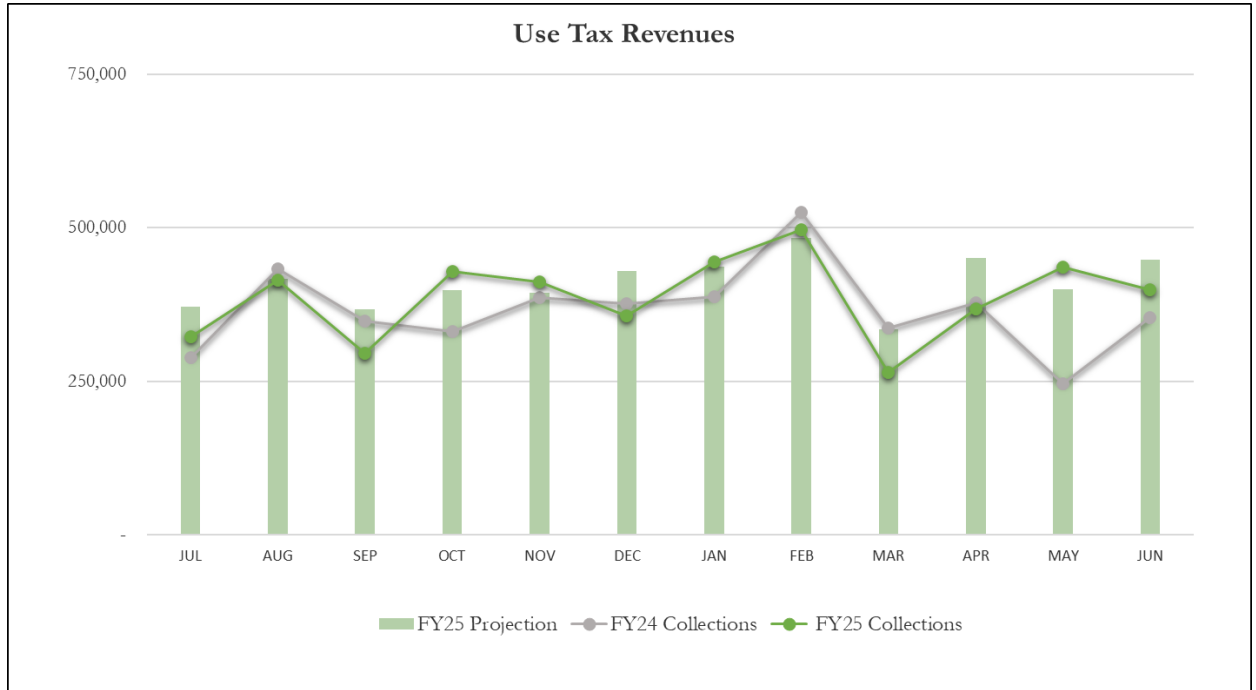


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - June 2025	\$ 2,614,357	\$ 2,465,075	\$ (149,282)	-5.71%
Sales Tax Receipts (year-to-date):	\$ 31,115,624	\$ 31,142,105	\$ 26,481	0.09%

	June 2024	June 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,491,630	\$ 2,465,075	\$ (26,555)	-1.07%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 31,102,042	\$ 31,142,105	\$ 40,063	0.13%

○ Fiscal Year 2025 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts - June 2025	\$ 448,597	\$ 399,502	\$ (49,095)	-10.94%
Use Tax Receipts (year-to-date):	\$ 4,935,032	\$ 4,638,882	\$ (296,150)	-6.00%

	June 2024	June 2025	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 353,393	\$ 399,502	\$ 46,109	13.05%

	Year To Date FY 2024	Year To Date FY 2025	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 4,391,106	\$ 4,638,882	\$ 247,776	5.64%

- Fiscal Year 2025 – General Fund Sales & Use Tax – Below Projections:

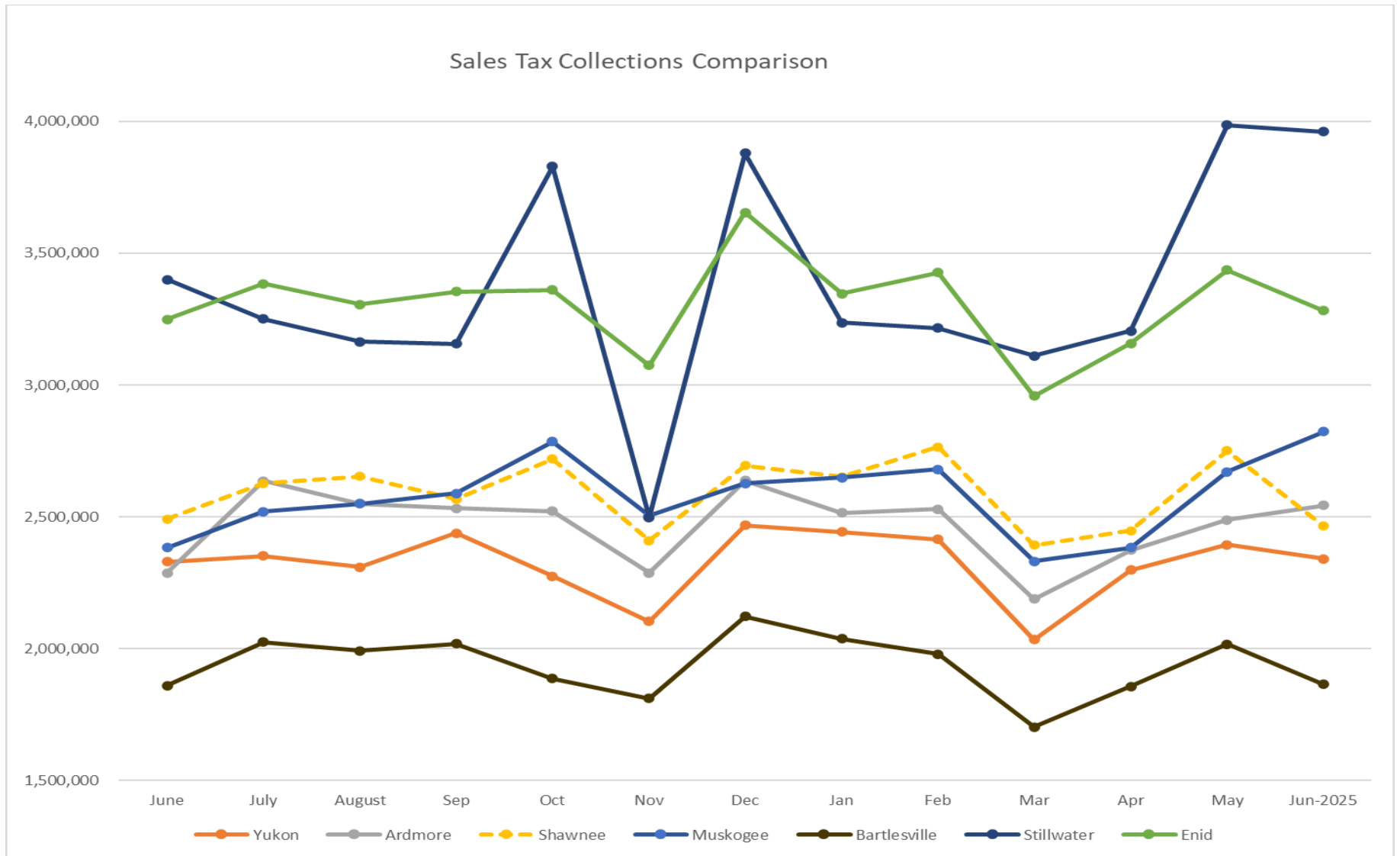
General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$	87,882
Use Tax Above/(Below) Projections:	\$	(296,150)

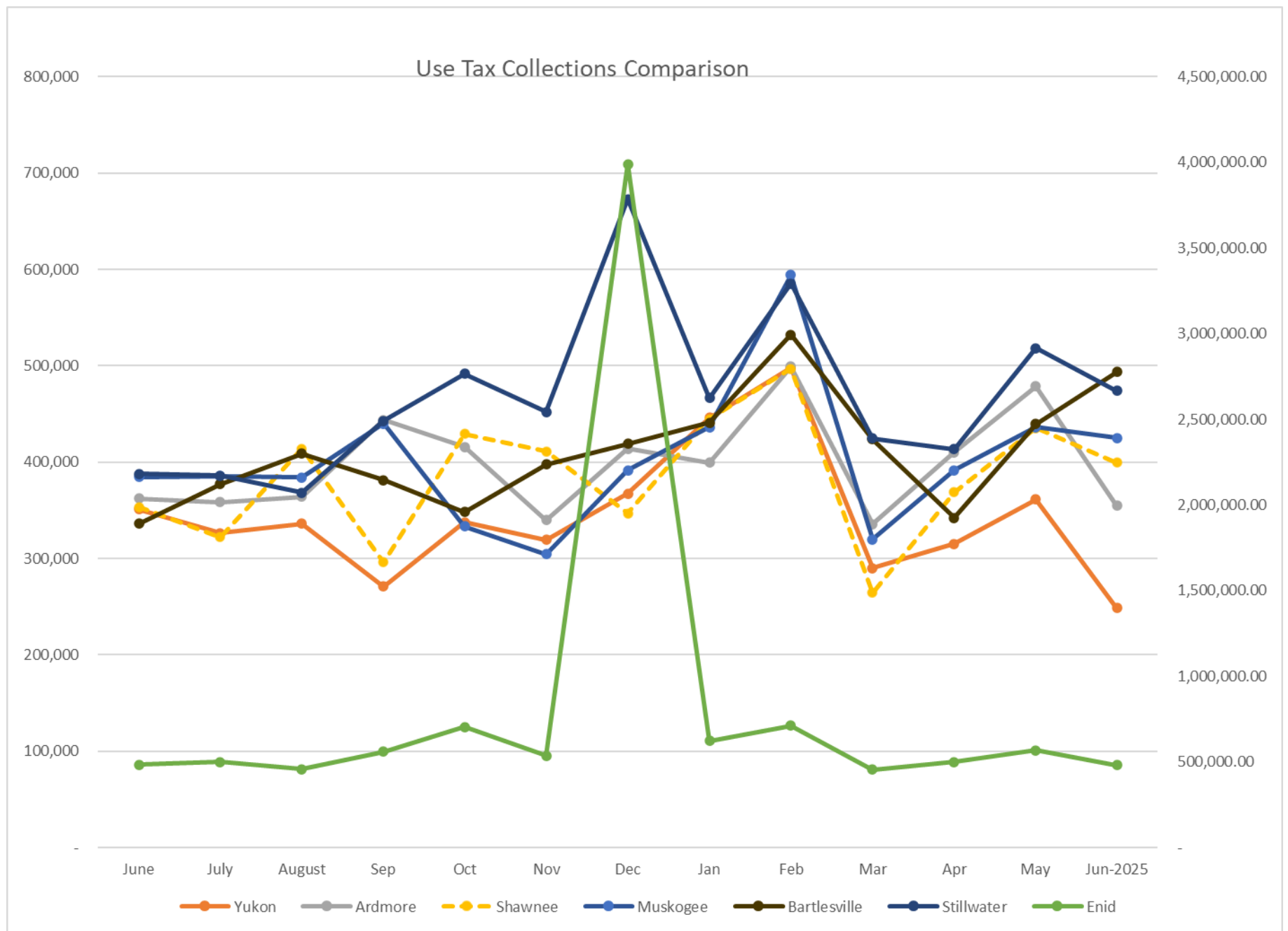
Appropriated:

Total Appropriated	\$	-
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Total Unappropriated:	\$	(208,268)
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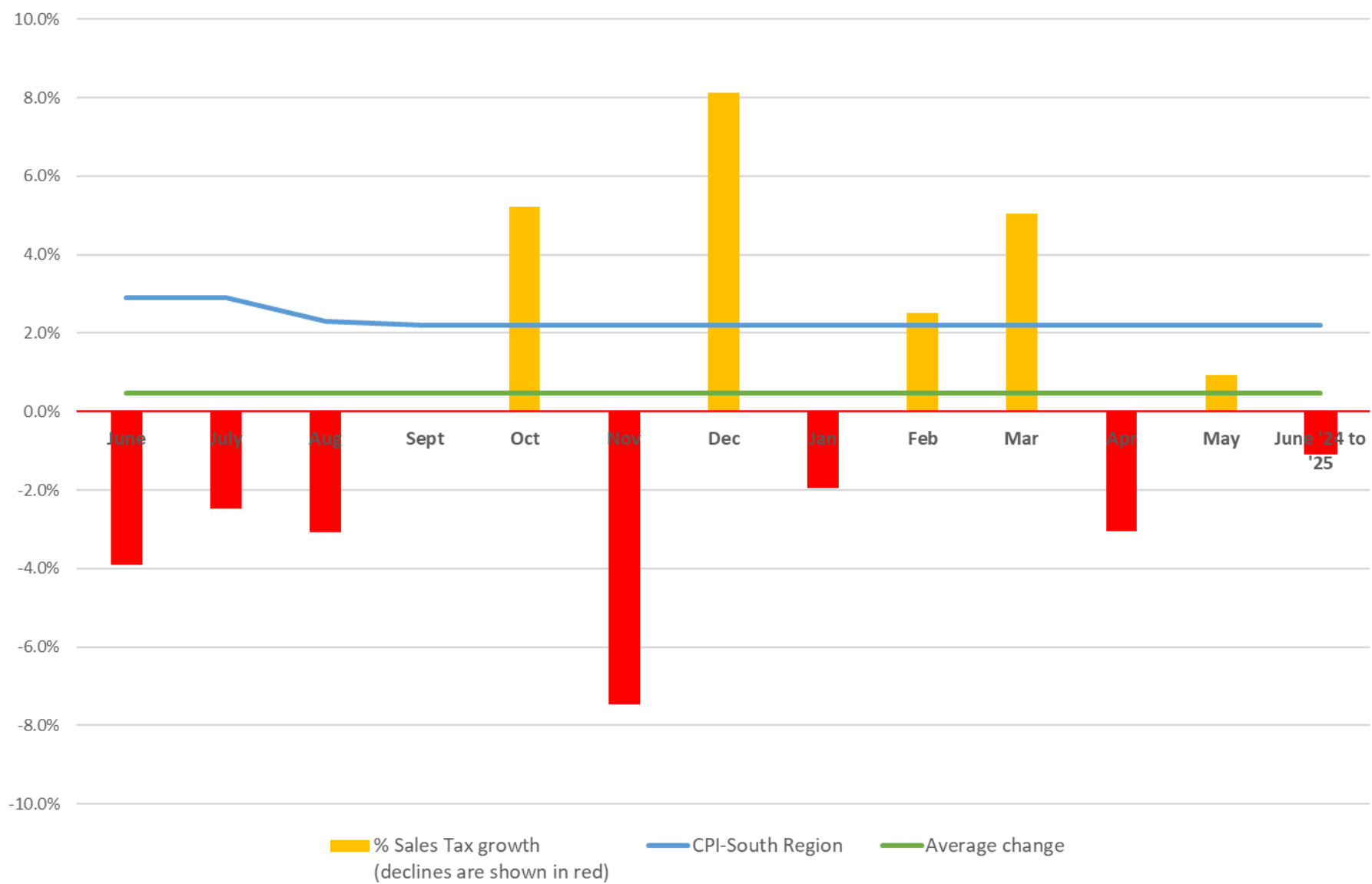


	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10



	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.

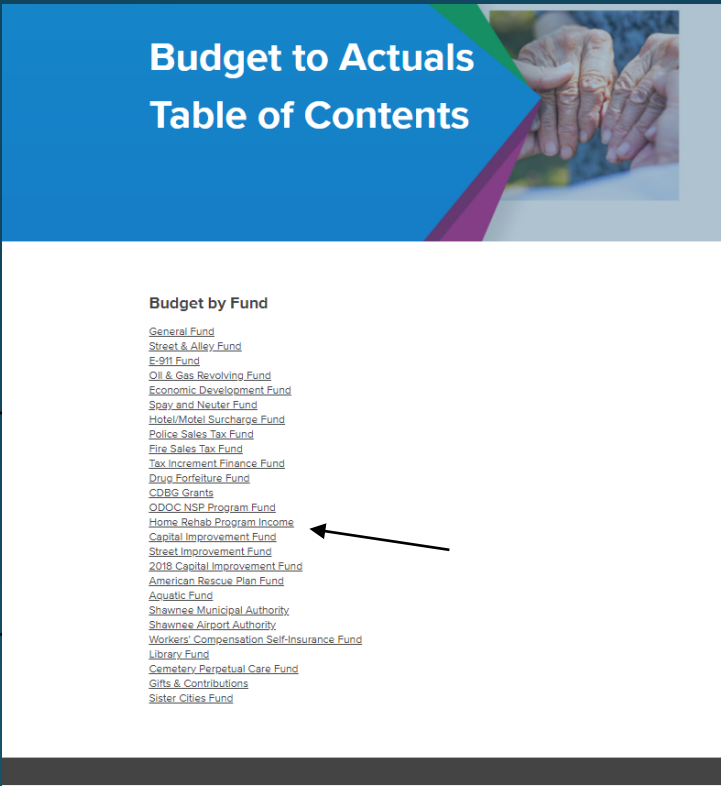
Please Note: *OpenGov works best with Google Chrome.*

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.

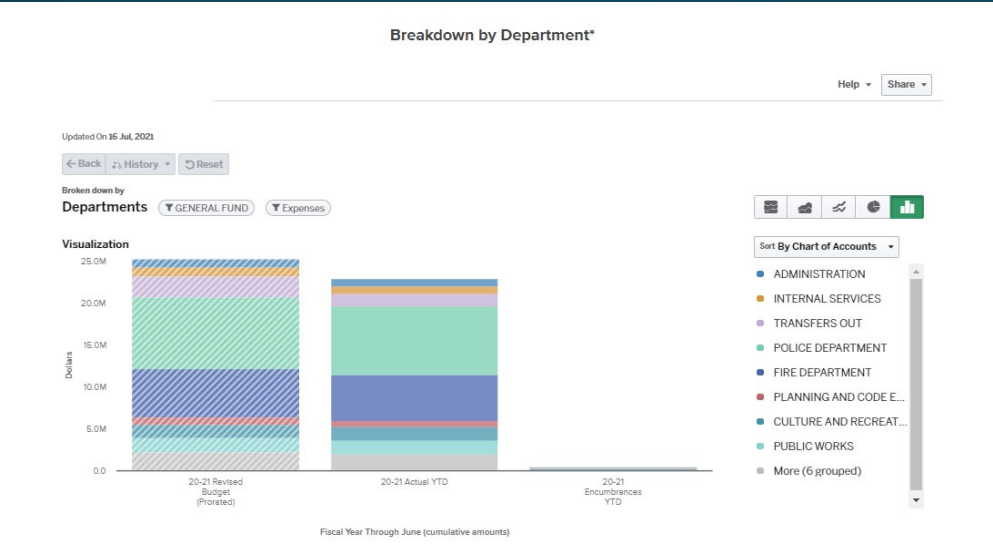


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

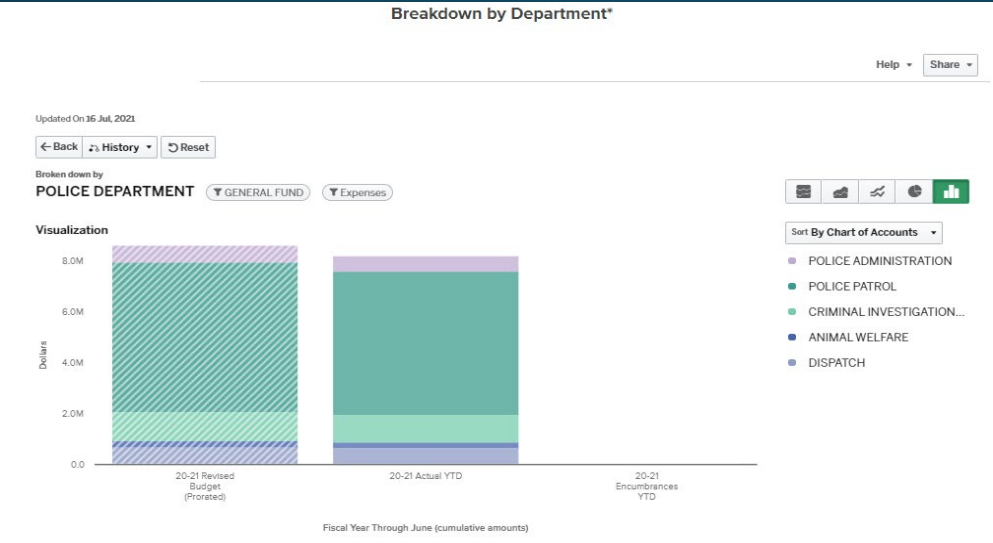
Drill-Down Capabilities

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.

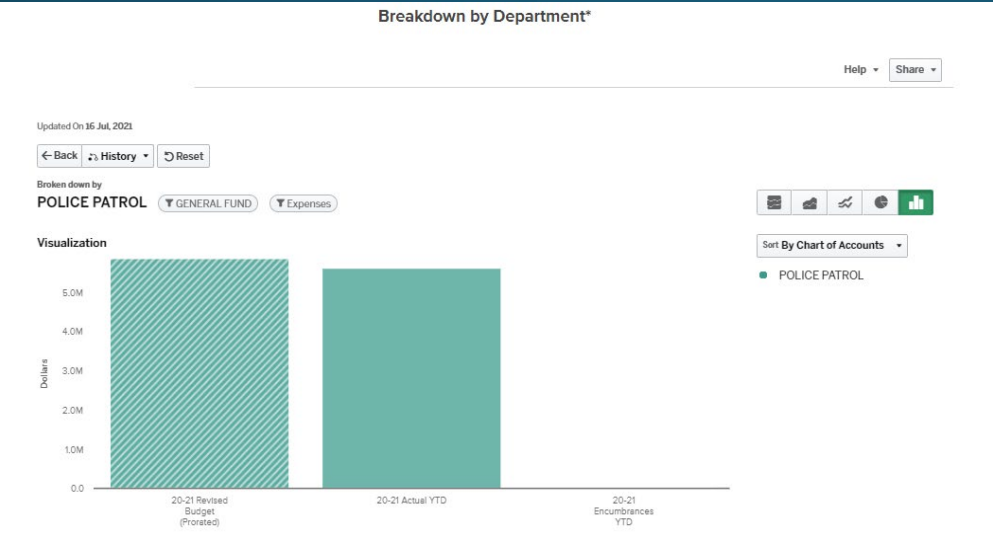
Initial View



Department Level

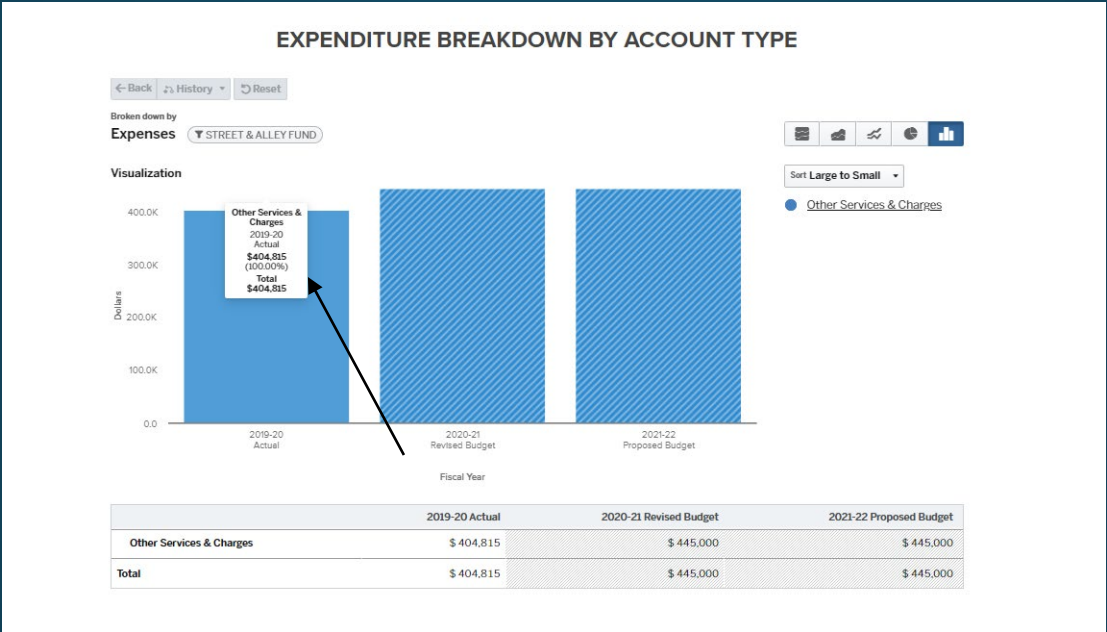


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.

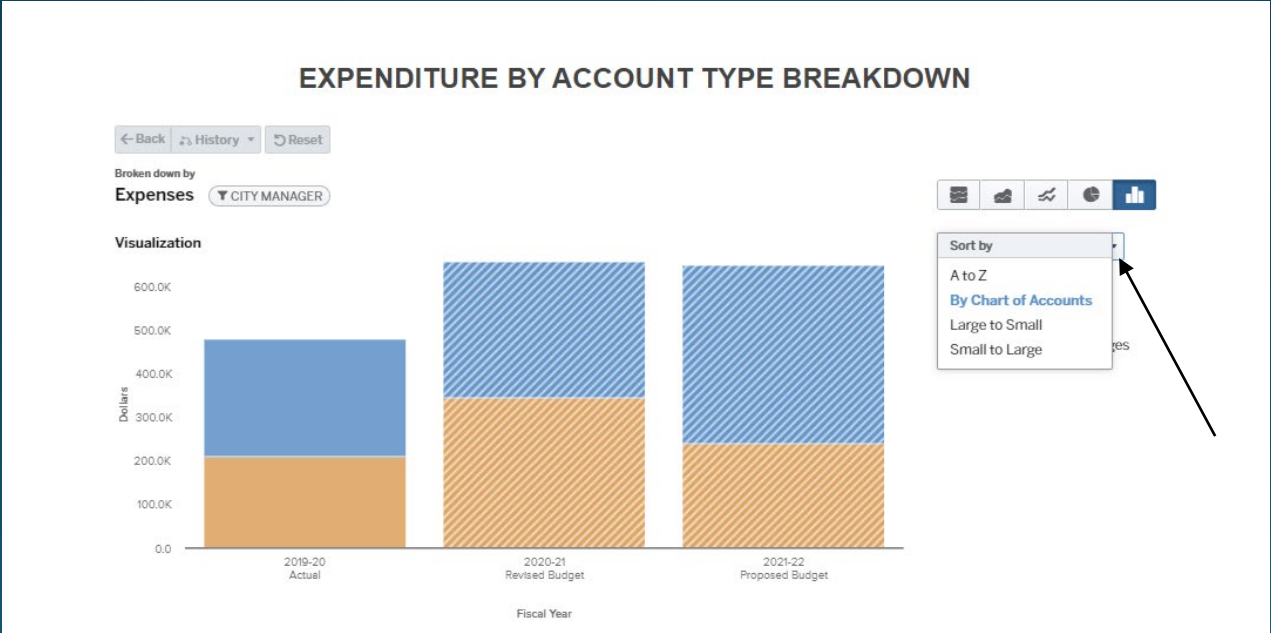


Sorting

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.



2025 Homeless Point-in-Time Count

June 16, 2025– Administrative Report

Rian Harkins, Community Development Director



Point-in-Time (PIT) Count

- Each year, CoCs across the nation conduct a PIT count during of January
- PIT count captures sheltered & unsheltered people experiencing homelessness
- U.S. HUD requires PIT and Housing Inventory Counts (HIC) of funding recipients

Point-in-Time (PIT) Count

The Point-in-Time (PIT) count was conducted on January 25 in Shawnee, Oklahoma. Survey volunteers gleaned 65 total responses. There were 4 duplicates and 4 with no answer leaving 56 unduplicated responses.

Using the U.S. Department of Housing and Urban Development (HUD) multiplier of four to this figure to account for undercounting, estimating the actual number at approximately 224 individuals.

This represents a slight decrease from the 2023 PIT count, which recorded 150 individuals, leading to an adjusted estimate of 600. However, both the 2023 and 2024 counts were over a 24-hour period. In 2025, only those at Higher Ground were counted during the night and did not include persons on the street as in previous years.

2025 Shawnee PIT Count

PIT count conducted
January 25, 2024

137 total
which U.S. HUD
factors by “4” to
548

PIT count conducted
January 25, 2025

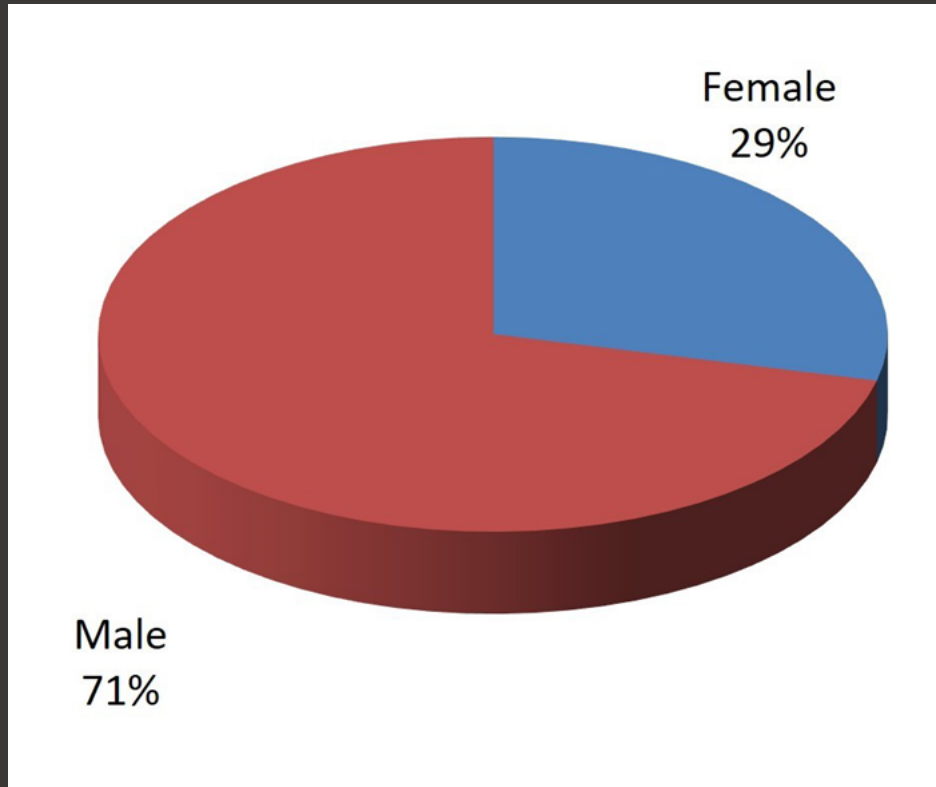
65 total
which U.S. HUD
factors by “4” to
224



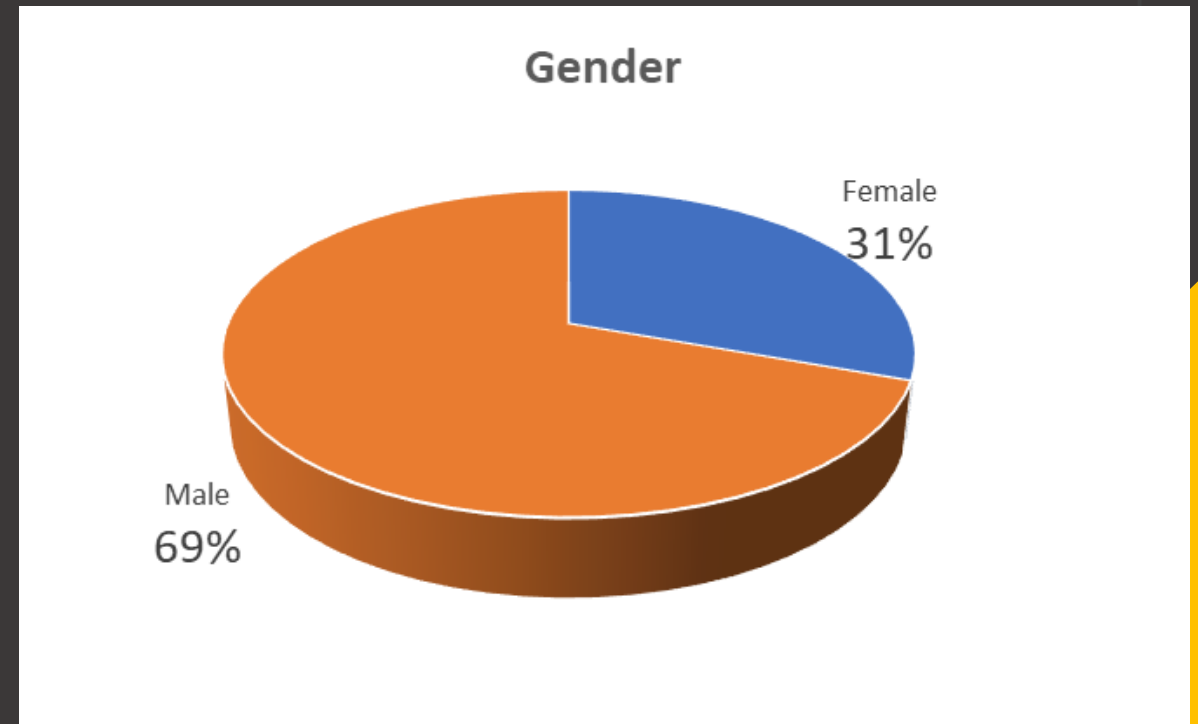
40.8%

Shawnee Homeless Population

2024

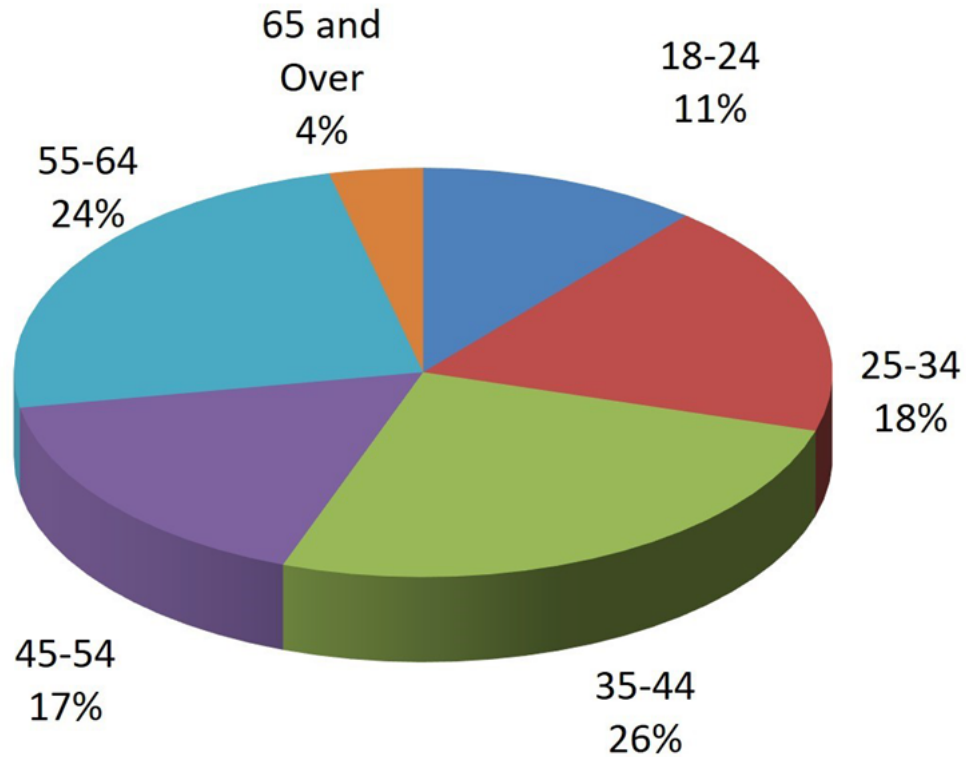


2025

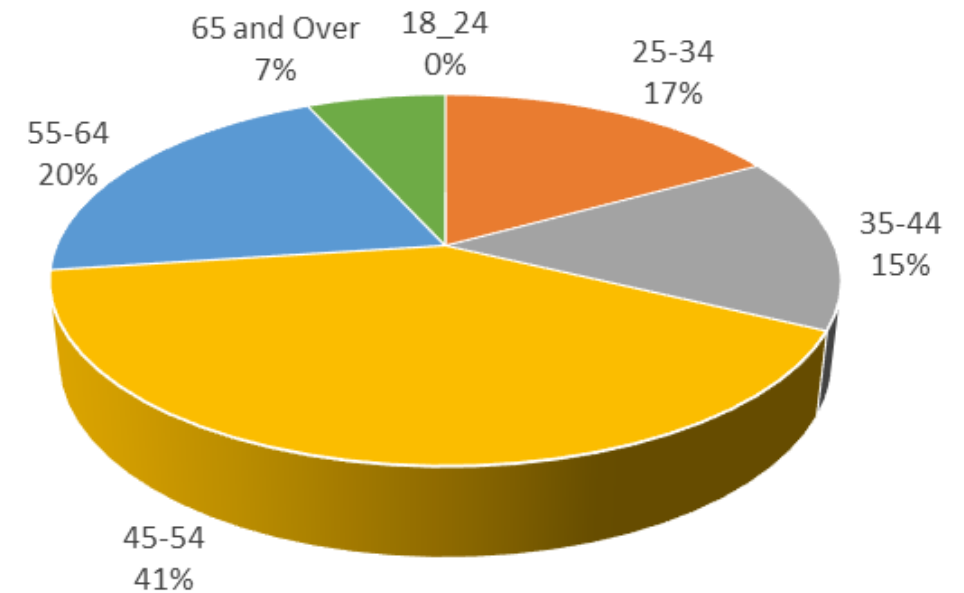


Shawnee Homeless Population

PIT Count Age 2024

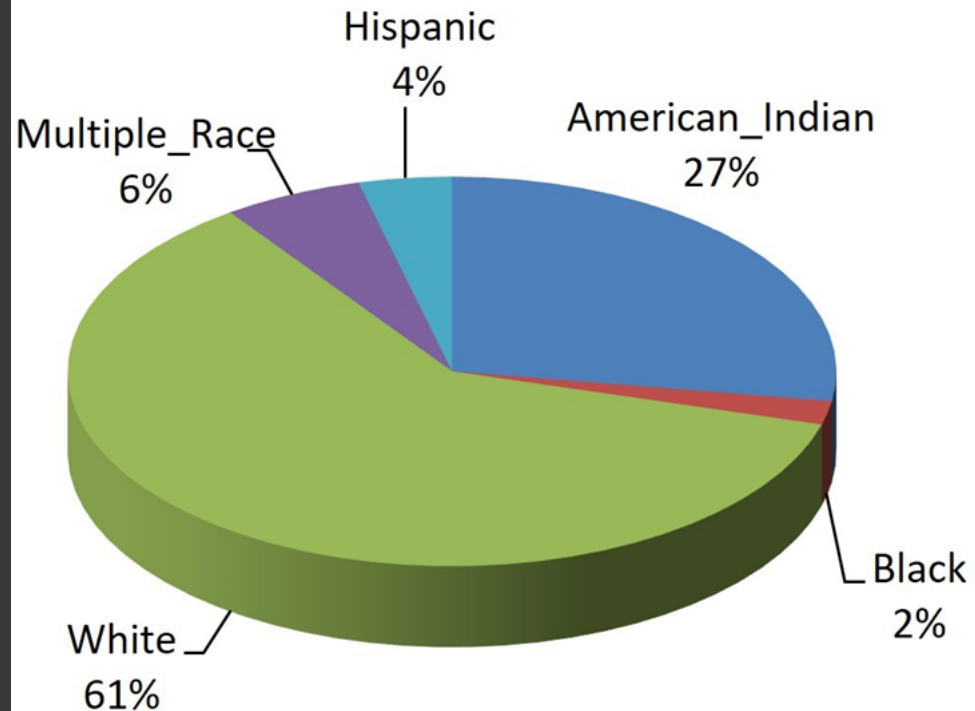


PIT Count Age 2025

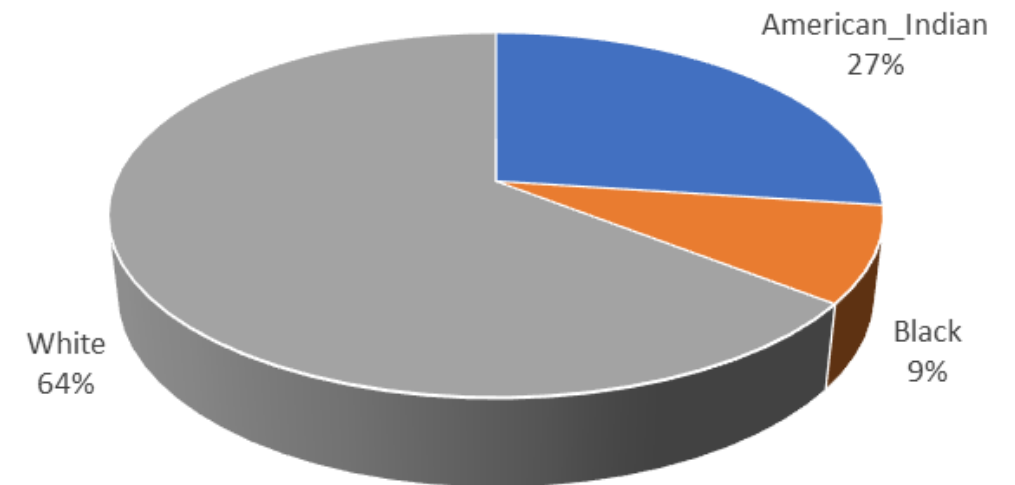


Shawnee Homeless Population

PIT Count Race 2024

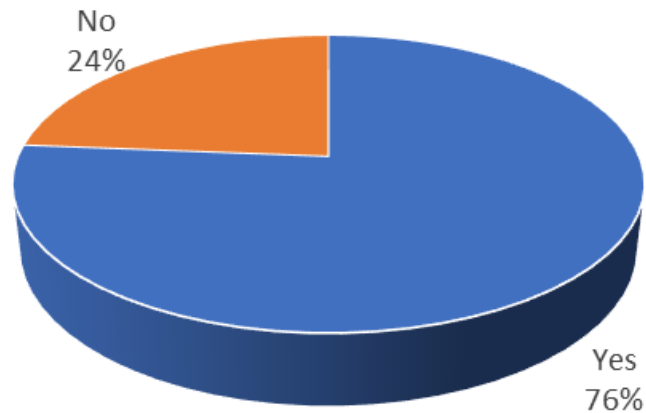


PIT Count Race 2025

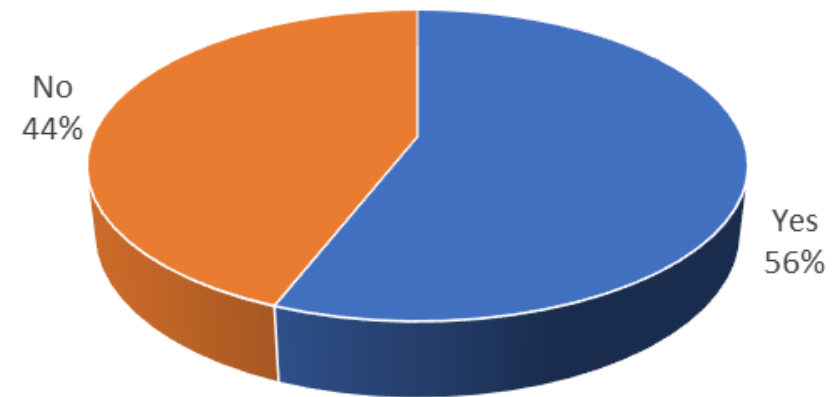


Shawnee Homeless Population

Do you drink Alcoholic Beverages or use Drugs?

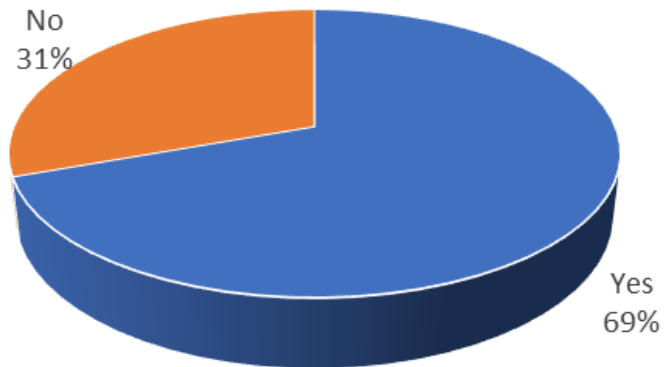


Do you have any Medical Problems or Physical Disabilities?

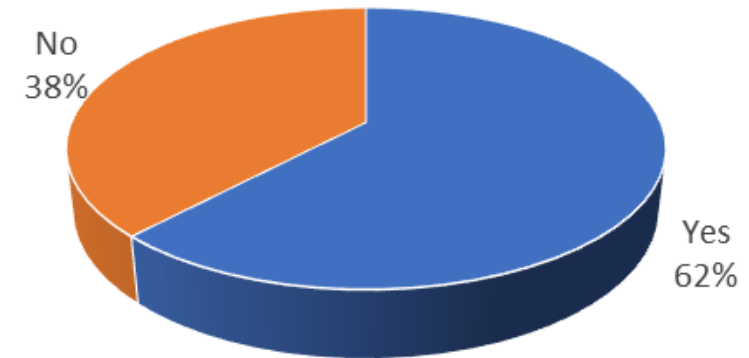


Shawnee Homeless Population

Do you have any Psychiatric or emotional issues?



Do any of the situations we just discussed keep you from holding a Job/Stable Hsng or living in stable housing?



Homeless Program Resources

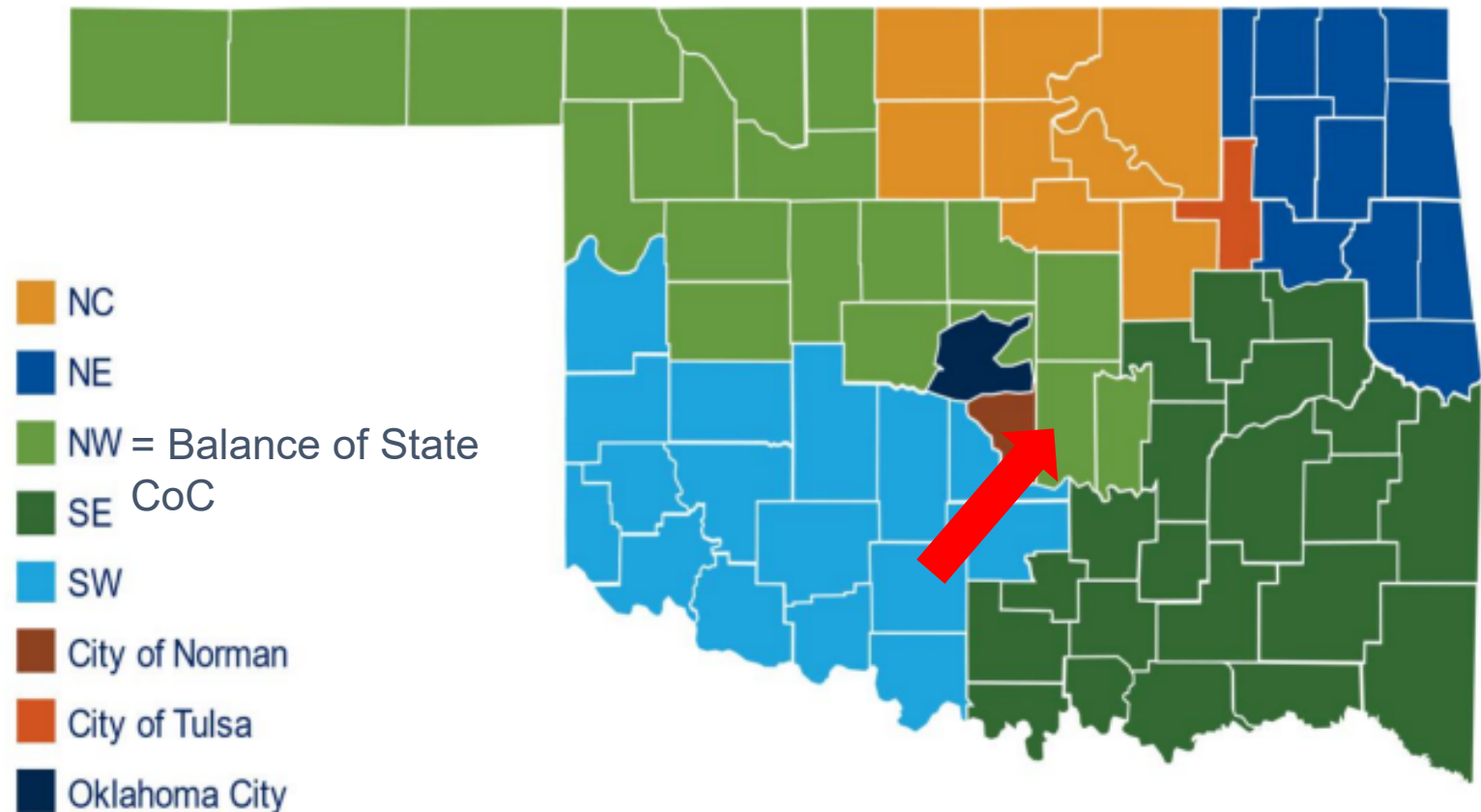
- Two full time positions assist the Homeless Program plus
- Two AmeriCorps VISTA's
- Varying number of unpaid interns and volunteers



OK Continuums of Care (CoC)

Shawnee
belongs to
the “Balance
of State CoC”

Oklahoma Continuum of Care



Shawnee Continuum of Care



- Local collective planning body
- Collaborative, structural, and strategic approach
- Coordinates housing and services

City Commission Questions

