

AGENDA
BOARD OF CITY COMMISSIONERS
SEPTEMBER 15, 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 August 18, 2025, regular meeting.

- b. Acknowledge the following minutes and reports:

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the July 17, 2025, regular meeting.
- License Payment Report for August 2025.
- Project Payment Report for August 2025.

- c. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 001 — General Fund — To appropriate fund balance for FY25

Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 706 — Donations — To appropriate donation money into Other Materials and Supplies for Fire Prevention Clown Program expenditures in FY26 for the Fire Department.
- d. Lake Lease Transfer:
- Mosler Tract Lot 4, 16406 Archery Range Road
To: Jeremy D. Ayers
From: April Hill (Whalen)
 - Magnino Tract Lot 9, 16724 Clearpond Lane
To: Stephen Ray & Shanna Lynn Keiffer
From: Dianna M. Jones
 - Magnino A Tract Lot 5, 17104 Magnino Rd
To: Lora Melton
From: Dana Browning
 - Belcher Tract Lot 6, 15411 Nickens Rd
To: Robert & Traci Murphy
From: Kenneth & Reta Sparks
- e. Acknowledge the resignation of Chad Payn from the Shawnee Beautification, Parks, and Recreation Committee effective immediately.
- f. Ratification of the City Manager Agreement with Mark Simpson.
- g. Acceptance of Right-of-Way Utility Easement Agreement for property within Satterfields addition.
- h. Acknowledge the Oklahoma Municipal Retirement Fund lump sum payment from the Defined Benefit Plan for Justin Beaver.
- i. Approval of the purchase of a 2026 Ford F-250 utilizing state bidding and in compliance with the approved Capital Improvement Plan for 2026-2030.
- j. Approval of the Calendar Year 2026 Schedule of Regular Meetings for the Board of City Commissioners, the Board of Trustees of the Shawnee Airport Authority, and the Board of Trustees of the Shawnee Municipal Authority.

- k. Acknowledge Change Order No. 4 for Independence Waterline Project.
3. Presentation of the Pet of the Month by Animal Control.
4. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that establishes and provides compensation of the City Manager pursuant to Article V, Section 3 of the City Charter.
5. Public hearing of a request to rezone property located at a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture District) to C-1 (Local Commercial District).
Case No. RZ03-25 | Applicant: Rickey Crain c/o Landes Engineering (*Deferred from the August 18, 2025, City Commission meeting.*)
6. Consideration of an ordinance to rezone property located at a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture District) to C-1 (Local Commercial District).
Case No. RZ03-25 | Applicant: Rickey Crain c/o Landes Engineering (*Deferred from the August 18, 2025, City Commission meeting.*)
7. Public hearing of a request for a Conditional Use Permit to operate a Short-Term Rental at the property addressed as 15105 Eckel Road.
Case No. CUP01-25 | Applicant: Jeff and Katie Cannon; CC Cannon, LLC
8. Consideration of a Conditional Use Permit to operate a Short-Term Rental at the property addressed as 15105 Eckel Road.
Case No. CUP01-25 | Applicant: Jeff and Katie Cannon; CC Cannon, LLC
9. Consideration of a request to reduce the speed limit on North Kickapoo Avenue from Westech Road to Garrett's Lake Road from 45 mph to 35 mph, and to establish 4-way stop intersections at both North Kickapoo and Wolverine Road, and North Kickapoo and Garrett's Lake Road.
10. Consideration of an amendment to a contract with Downey Contracting, LLC to provide Construction Manager at Risk Services for the Shawnee Animal Shelter Project.
11. Consideration of a request for a Final Plat for Shawnee Twin Lakes, Lake No. 1, Phase 3.
Case No. FPL03-25 | Applicant: City of Shawnee

12. Acknowledge Monthly Sales Tax Report.
13. Administrative Report(s):
 - a. Vacant Structure Identification Overview — Joe Vorndran, City Attorney
14. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
15. Commissioners Comments
16. Consideration, discussion, and possible action to enter into executive session to hold confidential communications between the City Commission of the City of Shawnee and its counsel concerning the settling of certain claims in pending litigation (*City of Shawnee v. Purdue Pharma L.P., et al.*, Case No. 1:19-op-46155-DAP, pending in the United States District Court for the Northern District of Ohio, and related litigation), including potential resolution of certain claims against Purdue Pharma LP and its affiliated entities in Purdue Pharma LP's bankruptcy case (Case No. 7:19-bk-23649 pending in the United States Bankruptcy Court for the Southern District of New York), members of the Sackler family (the "Sackler's"), Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmacetucials Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, related to lawsuits against pharmaceutical supply chain participants of opioid prescription drugs, and taking appropriate action in open session, including possible authorization to settle claims, the disclosure of which may seriously impair the litigation if known by public disclosure as allowed by 25 O.S. § 307(B)(4).
17. Consider approval of a resolution, to include (a) approving voting to accept the Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors in Participation in Case No. 19-23649 pending in the United States Bankruptcy Court for the Southern District of New York, and authorizing and directing its legal counsel vote to accept the Plan via master ballot or otherwise, (b) approving voting to accept and participate in the Governmental Entities Settlement Agreement (the "GESA") dated June 17, 2025, and authorizing the Mayor of the City of Shawnee, or the Mayor's designee, to execute the Subdivision Participation Form for the City of Shawnee's participation in the GESA, and approval of the Purdue State-Subdivision Agreement as it pertains to the Plan and the GESA, and (c)

approving voting to accept and participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and authorizing the Mayor of the City of Shawnee, or the Mayor's designee, to execute the Subdivision Participation Form for the City of Shawnee's participation in the settlements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and (d) authorizing Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State through the Attorney General on behalf of City of Shawnee with respect to the Generic/Small/Secondary Manufacturer Settlements.

18. 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

AUGUST 18, 2025 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, August 18, 2025, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, August 14, 2025 at 5:32 PM. Mayor Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens

Mayor

Daniel Matthews

Commissioner Ward 1 - Vice Mayor

Greta Madson

Commissioner Ward 2

Absent

Commissioner Ward 3

Absent

Commissioner Ward 4

Absent

Commissioner Ward 5

Lauren Richter

Commissioner Ward 6

ABSENT: Chris Odneal, Ashley Fichtner, Mark Sehorn

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.

Mr. Glenn Peck, Ms. Cyndi Berger, Mr. Fred Turner, and Ms. Susan Morris spoke during Citizens Participation.

2. Consider approval of Consent Agenda:

- a. Minutes from the July 14, 2025, regular rescheduled meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the July 2, 2025, regular meeting.
- Shawnee Beautification, Parks, and Recreation Committee Minutes from the May 15, 2025, regular meeting.
- Shawnee Senior Citizens Advisory Board Minutes from the February 11, 2025, regular meeting and June 26, 2025, special call.
- License Payment Report for July 2025.
- Project Payment Report for July 2025.

c. Budget amendments for Fiscal Year 2024 - 2025:

- Fund 190 - Community Development Block Grant - To appropriate funds from Fund 191 to Fund 190.

d. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 001 - Federal Grant - Emergency Management - To appropriate grant monies into Equipment & Parts & Supplies for expenditures in FY26.

- Fund 001 - General Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 001 - General Fund - Parks Department - To appropriate grant monies into Other Contractual Services for expenditures in FY26 for the Parks Department.

- Fund 010 - Grant Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 190 - Community Development Block Grant - To appropriate funds from Fund 191 to Fund 190.

- Fund 301 - Capital Improvement Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 302 - Street Improvement Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 303 - 2018 Capital Improvement Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 304 - American Rescue Plan Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

- Fund 350 - Aquatic Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.
- Fund 603 - Insurance Funds - Building Maintenance Vehicle - To appropriate insurance proceeds received for Building Maintenance Vehicle.
- Fund 603 - Insurance Funds - Police Department - To appropriate insurance proceeds received for Police vehicle.
- Fund 603 - Insurance Proceeds - Pool and Cemetery - To appropriate insurance proceeds received from the April 2023 Tornado.
- Fund 603 - Insurance Recovery Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.
- Fund 706 - Donations Fund - To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

e. Lake Lease Transfer:

- Seck Tract Lot 4, 33712 Post Office Neck
From: Richard & Melissa Fair
To: James & Vickie Bundy

- f. Approval of Change Order No. 1 for Roof Repair at Shawnee Heart of Oklahoma Exposition Center.

- g. Approval of the purchase of a Mobile Command Trailer in compliance with the City of Shawnee's approved Capital Improvement Plan for 2026-2030.

- h. Approval of the purchase of a used 2017 Kenworth T270 2000 gallon tank truck in the amount of \$65,500.00 from Stewart Wholesale, Inc. for utilization at the Heart of Oklahoma Exposition Center in compliance with the City of Shawnee's approved Capital Improvement Plan for 2026-2030.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Madson, to approve Consent Agenda Item Nos. 2(a-h). Motion carried 4-0-0.

AYE: Mathews, Madson, Stephens, Richter

NAY: None

ABSTAIN: None

- 3. Consideration of a modification agreement with the Oklahoma Department of Transportation (ODOT) regarding the Grade, Drain, & Surface Kickapoo Street Project. State Job No. 32255(04).

Director of Engineering Seth Barkhimer stated that the City entered into an agreement with ODOT for the Kickapoo Paving Project from Kickapoo Spur to Farrall in June 2013. The proposed Amendment assigns responsibility to the City for environmental mitigation of identified LUST sites, including hazardous waste testing, monitoring, and cleanup. ODOT will manage and contract the mitigation work, with costs invoiced to the City.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to approve a modification agreement with the Oklahoma Department of Transportation (ODOT) regarding the Grade, Drain, & Surface Kickapoo Street Project. State Job No. 32255(04). Motion carried 4-0-0.

AYE: Matthews, Richter, Madson, Stephens

NAY: None

ABSTAIN: None

4. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing the sale or disposal at the City's discretion. (Emergency Management).

Emergency Management Director Rachelle Erickson provided a Staff report. A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to approve a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing the sale or disposal at the City's discretion.

Resolution No. 6774 was introduced.

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

Motion carried 4-0-0.

AYE: Matthews, Richter, Madson, Stephens

NAY: None

ABSTAIN: None

5. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing the sale of said items to the Stroud Fire Department. (Fire Department).

Deputy Fire Chief Mark McLain provided a Staff report. A motion was made by Vice Mayor Matthews, seconded by Mayor Stephens, to approve a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items; and authorizing the sale of said items to the Stroud Fire Department.

Resolution No. 6775 was introduced.

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID

ITEMS TO THE STROUD FIRE DEPARTMENT.

Motion carried 4-0-0.

AYE: Matthews, Stephens, Richter, Madson

NAY: None

ABSTAIN: None

6. 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 June 16, 2025, City Commission Meeting.)*

A motion was made by Mayor Stephens, seconded by Vice Mayor Matthews, to defer the item to a future meeting. Motion carried 4-0-0.

AYE: Stephens, Matthews, Madson, Richter

NAY: None

ABSTAIN: None

7. Public hearing regarding a request to amend the Planned Unit Development (PUD) restrictions for the Unity Medical Plaza.
Case No. PUD02-25 | Applicant: Saint Anthony Shawnee Hospital c/o Mission Energy Development LLC

City Planner Diana Hood stated that the applicant is requesting a revision to the existing PUD to allow for Solar Panels to be installed in the northern undeveloped tract. Planning Commission recommended approval.

Mayor Stephens declared a public hearing in session to consider a request to amend the Planned Unit Development (PUD) restrictions for the Unity Medical Plaza. Mr. Jeff Rauenhorst appeared in favor. Ms. Cyndi Berger appeared against. The public hearing was closed.

8. Consideration of an ordinance to amend the Planned Unit Development (PUD) restrictions for the Unity Medical Plaza.
Case No. PUD02-25 | Applicant: Saint Anthony Shawnee Hospital c/o Mission Energy Development LLC

City Planner Diana Hood gave a staff report.

Mr. Jeff Rauenhorst answered questions from the Commission.

A motion was made by Vice Mayor Matthews, seconded by Commissioner

Madson, to approve an ordinance to amend the Planned Unit Development (PUD) restrictions for the Unity Medical Plaza.

Ordinance No. 2819NS was introduced.

AN ORDINANCE AMENDING ORDINANCE NO. 2380NS AND THE PLANNED UNIT DEVELOPMENT ZONING OVERLAY CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: BENEDICTINE HGTS. BEG 657.96'W & 33'N SE/C SW/4 OF SEC 1 T10N R3E N2621.87' TO THE N LINE OF SW/4 E661' S2312.12' W375.92' S310' W282.08' POB LESS 12.35AC PLATTED INTO UNITY MEDICAL PLAZA ADD(2009-2261); AND AMENDING THE PLANNED UNIT DEVELOPMENT TO ALLOW UTILITIES AND PUBLIC SERVICE FACILITY, MINOR, AS AN ALLOWED USE BY RIGHT.

Motion carried 4-0-0.

AYE: Matthews, Madson, Stephens, Richter

NAY: None

ABSTAIN: None

9. Public hearing of a request to rezone property located at a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture District) to C-1 (Local Commercial District).

Case No. RZ03-25 | Applicant: Rickey Crain c/o Landes Engineering

A motion was made by Mayor Stephens, seconded by Vice Mayor Matthews, to defer the public hearing to the September 15, 2025, City Commission meeting.

Motion carried 4-0-0.

AYE: Stephens, Matthews, Madson, Richter

NAY: None

ABSTAIN: None

10. Consideration of an ordinance to rezone property located at a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture District) to C-1 (Local Commercial District).

Case No. RZ03-25 | Applicant: Rickey Crain c/o Landes Engineering

A motion was made by Mayor Stephens, seconded by Vice Mayor Matthews, to defer the item to the September 15, 2025, City Commission meeting. Motion carried 4-0-0.

AYE: Stephens, Matthews, Madson, Richter

NAY: None

ABSTAIN: None

COMMISSIONER ODNEAL ARRIVED 6:32 P.M.

11. Acknowledge Monthly Sales Tax Report.

Finance Director Kimberly Smith reported sales tax collections are up Eighteen Thousand One Hundred Twenty-One Dollars (\$18,121.00) or Zero Point Three Five Percent (0.35%), above the projected budget year-to-date. She stated that use tax collections are up Twenty-Four Thousand Four Hundred Sixty-Eight Dollars (\$24,468.00) or Three Point One Zero Percent (3.10%), above the projected budget year-to-date.

12. Administrative Report(s):

- a. Presentation of the Quarterly 2018 Half-Cent Sales Tax Report - Seth Barkhimer, Interim Assistant City Manager

Interim Assistant City Manager Seth Barkhimer provided a presentation on the Quarterly 2018 Half-Cent Sales Tax Report. Topics Discussed included:

- 2018 Sales Tax Election
- Investment Updates
 - Investment Updates - 4th Quarter Fiscal Year 2025

13. 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.

14. Commissioners Comments

Vice Mayor Matthews commented on new year school at Oklahoma Baptist

University.

Commissioner Madson commented on Consent Agenda Item No. 2(g) and sales tax.

Commissioner Odneal welcomed students.

Mayor Stephens commented on school starting. He also thanked Glenn Peck for introducing the Salvation Army Captains.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (6:48 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (6:53 P.M.)

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

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

AYE: Matthews, Odneal, Stephens, Richter, Madson

NAY: None

ABSTAIN: None

16. Consider an executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum.

A motion was made by Commissioner Madson, seconded by Commissioner Odneal, to approve an executive session in accordance with 25 O.S. § 307(B)(4) to

discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview Mausoleum. Motion carried 5-0-0.

AYE: Madson, Odneal, Stephens, Richter, Matthews

NAY: None

ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 6:55 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION RECONVENED FROM EXECUTIVE SESSION AT 8:34 P.M. WITH ALL MEMBERS PRESENT.

17. Consider matters discussed in executive session regarding discussion of the evaluation of the Interim City Manager pursuant to 25 O.S. § 307 (B)(1) "Discussing the employment, hiring, appointment, promotion, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Vice Mayor Matthews, seconded by Commissioner Madson, to name Mark Simpson City Manager for the City of Shawnee, Oklahoma pursuant to contract negotiations with the City Attorney and ratification of that contract by this Commission at its September meeting. Motion carried 5-0-0.

AYE: Matthews, Madson, Odneal, Stephens, Richter

NAY: None

ABSTAIN: None

18. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CJ-2023-468 relating to the Fairview

Mausoleum.

No action taken.

19. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:37 p.m.)

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK

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

JULY 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 Thursday, July 17, 2025 at 4:00 PM, pursuant to notice duly posted as prescribed by law at 2:45 P.M. on July 16, 2025. Chairperson Payne presided and called the meeting to order. Upon roll call, the following members were in attendance.

Chad Payn
Chairperson

Absent
Vice Chairperson

Raymond Lutomski
Committee Member

Absent
Committee Member

Sue Nelson
Committee Member

Chris Johnston
Committee Member

Absent
Commissioner/Committee Member

ABSENT: Sherry Lankford, Kerri Keck, and
Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Consideration of approval of the Minutes from the May 15, 2025 regular meeting.

A motion to approve the May 15, 2025 minutes was made by Sue Nelson. A 2nd was made by Chris Johnston. Motion carried 4-0.

Aye: Chad Payn, Sue Nelson, Chris Johnston, and Raymond Lutomski.

Nay: None

2. Staff Reports

1. Splash has had really good days despite being closed more this season due to lightening.

2. The Recreation Center is on track to surpass 2019 as the most attended year.

3. The parks have sustained lots of vandalism.

4. Boy Scout splash pad is in the last phase of construction. We are planning a celebration party. Splash pad construction has started at Optimist Park.

5. Cord Bender is now a Park Supervisor over operations, working alongside Dakota, who is the Park Supervisor over grounds. Cord will be overseeing

operations at the cemetery as well.

3. Consideration of next steps for Artwork Project.

There was no action taken on this item.

4. Consideration of scheduling board members to volunteer with Parks and Recreation Department.

Chad Payn proposed the idea of board members volunteering to work with the Parks and Recreation Department on different projects. He would like to see board members be more involved by giving time to help with different events or activities. Staff gave some dates for upcoming events that the board members could assist with.

5. Citizens Participation

(A three-minute limit per person)
(A twelve-minute limit per topic)

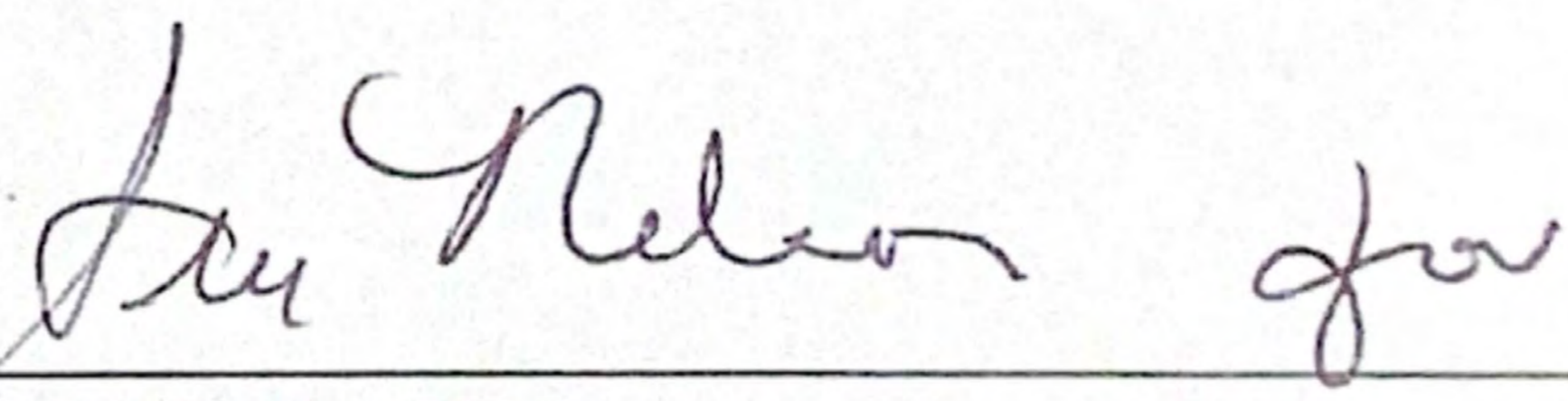
Mr. Crawford spoke at this meeting.

6. Committee Comments

The board discussed the IFYR being in town and attendance being up from last year. The grounds at the Expo Center looked great, security was great, and board members heard many good compliments on our community.

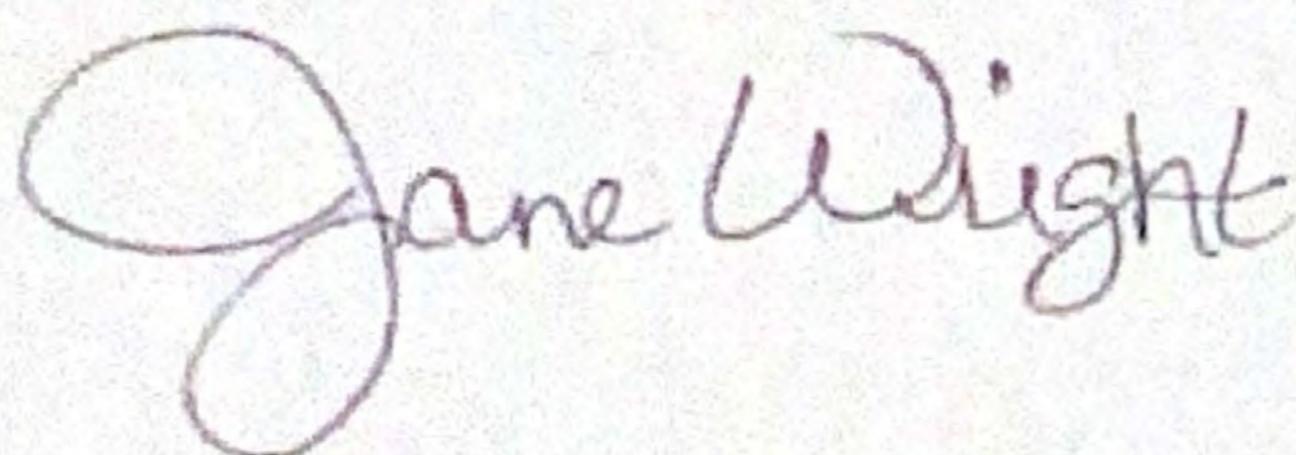
7. Adjournment

Meeting was adjourned at 4:37 P.M.



CHAD PAYN
CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY

Monthly - City Clerk

08/01/2025 - 08/31/2025

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20250975	8/29/2025	B - Accessory Structure	1606 N CENTER AVE	larry lucas	accessory building	5,700	120	
20250973	8/29/2025	P - Plumbing	218 W 35TH ST	CODY J WOOD	repair sewer plan	0	0	\$54.50
20250972	8/28/2025	B - Accessory Structure	34286 LAKE RD	D CROSS BARN CO	NEW CONSTRUCTION / ADD ON	93,000	3,600	\$769.50
20250971	8/27/2025	PC - Zoning Change &	3520 N MARKET	Mary Wisdom	STR	0	0	\$350.00
20250970	8/27/2025	B - Residential Remodel	627 N PARK	GROUND WORKS	FOUNDATION REPAIR	32,000	0	\$29.50
20250969	8/27/2025	E - Right of Way Easement	1211 ARIANA	QUI HUYNH	RIGHT OF WAY	0	0	\$50.00
20250968	8/27/2025	O - Sign	3701 N HARRISON AVE	SIGN FACTORY	NEW INSTALLATION	0	0	\$50.00
20250967	8/27/2025	O - Demolition and Moving	128 S UNION	MIDWEST WRECKING	DEMOLITION	0	0	\$50.00
20250966	8/27/2025	F - Fire Alarm / Smoke Control System	1001 N KENNEDY - TENNIS COURT	ENDEX OF OKLAHOMA INC	NEW INSTALLATION	18,000	4,979	\$204.08
20250965	8/27/2025	B - Residential Remodel	1301 N CENTER ST	JIMMY CHILDERS	REMODEL	20,000	900	\$195.75
20250964	8/27/2025	B - Residential New	1405 N CENTER	NATURECRAFT HOUSES LLC	NEW CONSTRUCTION / MODULAR	160,000	1,200	\$919.50

20250963	8/27/2025	B - Residential New	1407 N CENTER	NATURECRAFT HOUSES LLC	NEW CONSTRUCTIO N / MODULAR	160,000	1,200	\$1,319.50
20250962	8/27/2025	B - Residential New	225 S OKLAHOMA	NATURECRAFT HOUSES LLC	NEW CONSTRUCTIO N / MODULAR	160,000	1,200	\$919.50
20250961	8/27/2025	B - Residential New	223 S OKLAHOMA	NATURECRAFT HOUSES LLC	NEW CONSTRUCTIO N / MODULAR	160,000	1,200	\$1,319.50
20250960	8/26/2025	E - Electrical	3901 N KICKAPOO #38	TIMOTHY ROBERTS ELEC / HVAC	MISCELLANEO US	0	0	\$54.50
20250959	8/26/2025	F - Burn	42400 GARRETTS LAKE RD 210	TERRY MARTIN	BURN PERMIT	0	0	\$29.50
20250958	8/26/2025	P - Plumbing	1311 N PARK	DALE'S PLUMBING	MISCELLANEO US	0	0	\$54.50
20250957	8/26/2025	M - Mechanical	701 W WOOD	A-TEAM HTG & COOLING	REMODEL	0	0	\$54.50
20250956	8/26/2025	B - Commercial - Remodel	301 S KENNEDY	CAMPBELL'S CONSTRUCTIO N	REMODEL	500,000	9,000	\$2,254.50
20250955	8/26/2025	PC - Zoning Change &	730 N Pennsylvania	Penny Schultz	STR	0	0	
20250954	8/25/2025	O - Paving Cut and Boring	326 W 11TH ST	DOBSON FIBER	ROAD BORE	0	0	
20250953	8/25/2025	P - Well	16244 PATTERSON RD	BARKSDALE WELL SERVICE	NEW INSTALLATIO N	0	0	\$100.00
20250952	8/25/2025	B - Accessory Structure	16244 PATTERSON RD	KING DAVIDS CONSTRUCITO N	REMODEL	15,000	480	\$106.50

20250951	8/25/2025	B - Accessory Structure	16244 PATTERSON RD	KING DAVIDS CONSTRUCTION	NEW CONSTRUCTION	5,500	500	\$110.75
20250949	8/25/2025	B - Solar Panels	1410 E WALNUT	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	32,483	483	\$107.14
20250947	8/25/2025	E - Electrical	1410 E WALNUT	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20250946	8/25/2025	B - Solar Panels	310 S OSAGE AVE	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	46,616	399	\$89.29
20250945	8/25/2025	E - Electrical	310 S OSAGE AVE	ARIZONA SOLAR SOLUTIONS INC dba SUNTRIA	NEW INSTALLATION	0	0	\$54.50
20250944	8/25/2025	O - Paving Cut and Boring	326 S AYDELOTTE AVE	B & H CONSTRUCTION	STREET CUT	0	0	
20250943	8/25/2025	O - Sign	5401 ENTERPRISE CT	SUPERIOR NEON SIGNS	REPLACE EXISTING	3,500	0	\$50.00
20250942	8/25/2025	E - Electrical	3901 N KICKAPOO #38	ROARK ELECTRIC LLC	REPLACE EXISTING	0	0	\$54.50
20250941	8/22/2025	E - Electrical	3901 N KICKAPOO #37	TIMOTHY ROBERTS ELEC / HVAC	MISCELLANEOUS	0	0	\$54.50

20250940	8/22/2025	B - Residential New	224 OUTLANDER WAY	GREG BROWN HOMES	NEW CONSTRUCTIO N	350,000	2,930	\$1,607.13
20250939	8/21/2025	E - Electrical	418 S PARK AVE	ABSOLUTE ELECTRICAL CONTRACTOR S LLC	MISCELLANEO US	0	0	\$54.50
20250938	8/21/2025	E - Electrical	17 OAK HOLLOW	SELECT SERVICE ELECTRIC	MISCELLANEO US	0	0	\$54.50
20250937	8/21/2025	M - Mechanical	1829 N KICKAPOO	NORTHWEST PLUMBING AND MECHANICAL INC	MISCELLANEO US	0	0	\$54.50
20250936	8/21/2025	P - Plumbing	1829 N KICKAPOO	NORTHWEST PLUMBING AND MECHANICAL INC	CHAGEN OUT	0	0	\$54.50
20250935	8/21/2025	O - Paving Cut and Boring	6209 RIVERGATE DR	B & H CONSTRUCTIO N	ROAD BORE	0	0	
20250934	8/21/2025	P - Plumbing	1301 LAVERNE	STANLEY PLUMBING SERVICES, LLC	METER RESET	0	0	
20250933	8/21/2025	P - Plumbing	650 E 45TH ST	STANFIELD PLUMBING	PERMIT TAKEOVER	0	0	\$54.50
20250932	8/21/2025	B - Commercial - Remodel	41401 WOLVERINE RD	GEORG FISCHER	FINISH OUT	250,000	13,500	
20250931	8/21/2025	M - Mechanical	2220 GRAY DOVE DR	WATKINS HEATING & AIR CONDITIONIN G	CHANGE OUT	0	0	\$64.50

20250930	8/20/2025	F - Carnival / Fair	1700 W INDEPENDENCE ST	POTTAWATOMIE FREE FAIR	FAIR	0	0	
20250929	8/20/2025	M - Mechanical	4901 N KICKAPOO	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$154.50
20250928	8/20/2025	M - Mechanical	1101 E CAMMACK	SPARKS HEAT AND AIR, INC	CHANGE OUT	0	0	\$64.50
20250927	8/20/2025	E - Electrical	1000 E 10TH	EROPKIN AUDIO LLC	REMODEL / BCW	0	0	\$104.50
20250926	8/19/2025	P - Plumbing	222 N BROADWAY	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20250925	8/19/2025	P - Plumbing	22 E AYRE ST	RED PLAINS PLUMBING	MISCELLANEOUS	0	0	\$54.50
20250924	8/19/2025	E - Electrical	1215 N KICKAPOO	ADVANCED ELECTRICAL TECHNOLOGIES LLC	MISCELLANEOUS - BCW	0	0	\$54.50
20250923	8/19/2025	M - Mechanical	1900 W MACARTHUR ST	LEGENDS HVAC	CHANGE OUT	0	0	\$164.50
20250922	8/18/2025	P - Plumbing	120 W WALLACE ST	AFFORDABLE LEAK DETECTION	REMODEL	0	0	\$79.50
20250921	8/18/2025	E - Electrical	1402 E INDEPENDENCE	MCM ELECTRIC	REMODEL	0	0	\$129.50
20250920	8/18/2025	B - Commercial -	1805 N HARRISON	HARRISON MCKEE	REMODEL / ADD ON	450,000	5,275	\$1,323.25
20250919	8/18/2025	O - Demolition and Moving	1308 E PARKER	SCORPIO CONSTRUCTION LLC	ABATEMENT REMODEL	120,000	1,225	\$50.00
20250918	8/18/2025	B - Roof Redeck	43 PAM DR	CODY MANION	RE-DECK	0	0	\$54.50

20250917	8/18/2025	M - Mechanical	1909 DOUGHERTY DR	ADVENT MECHANICAL	CHANGE OUT	0	0	\$64.50
20250916	8/18/2025	E - Electrical	915 JEFFERSON PL	GARY'S ELECTRIC SERVICE	NEW PANEL / BCW	0	0	\$104.50
20250915	8/18/2025	B - Residential Remodel	1211 E MARGARET	INTEGRITY HOME BUYERS LLC	ABATEMENT REMODEL	50,000	600	\$132.00
20250914	8/18/2025	B - Residential Remodel	410 W KIRK	FELIPE OVALLE	ABATEMENT REMODEL	65,000	1,480	\$319.00
20250913	8/18/2025	P - Plumbing	115 N RICH	GLENN SEIDL PLUMBING	REPLACE EXISTING	0	0	\$54.50
20250912	8/18/2025	B - Commercial - Remodel	3306 N KICKAPOO SUITE 200	MOHSEN CONSTRUCTION	REMODEL	413,820	4,628	\$1,161.50
20250911	8/15/2025	PC - Minor Subdivision		Sally Esparza	Minor Subdivision	0	0	\$200.00
20250910	8/15/2025	P - Plumbing	1104 TROON CIRCLE	ROWDY BOYS PLUMBING	NEW INSTALLATION	0	0	\$54.50
20250909	8/14/2025	B - Residential Remodel	108 W FARRALL	TRAVIS ROCKERS	ABATEMENT	2,000	1,400	\$29.50
20250908	8/14/2025	E - Electrical	1600 E FARRALL ST	JK MORGAN CO	NEW SERVICE	0	0	\$54.50
20250907	8/14/2025	P - Plumbing	41101 WOLVERINE RD	GREEN CO2 SYSTEMS	NEW INSTALLATION	0	0	
20250906	8/14/2025	B - Roof Redeck	225 S CENTER	CAMOUFLAGE ROOFING	ROOFING	10,711	0	\$54.50
20250905	8/14/2025	E - Electrical	1545 N PENNSYLVANIA	WILSON ELECTRIC HEAT & AIR INC	CHANGE OUT	0	0	\$54.50
20250904	8/14/2025	PC - Short-Term Rental	15105 ECKEL RD	CC Cannon LLC	STR License	0	0	\$180.00

20250903	8/14/2025	PC - Short-Term Rental	15305 PERRY RD	Joshua & Beverly Koch	STR	0	0	\$180.00
20250902	8/13/2025	M - Mechanical	42305 WESTECH RD	VELOCITY AIR CO LLC	NEW INSTALLATION	0	0	\$3,414.50
20250901	8/13/2025	F - Carnival / Fair	1700 W INDEPENDENCE ST	ABSENTEE SHAWNEE 477 PROGRAM	EDUCATION FAIR	0	0	
20250900	8/13/2025	O - Sign	99 INTERSTATE PARKWAY	DALMARC SIGNS	REPLACE EXISTING - B	1,000	16	\$50.00
20250899	8/13/2025	O - Sign	99 INTERSTATE PARKWAY	DALMARC SIGNS	REPLACE EXISTING - A	2,000	45	\$50.00
20250898	8/13/2025	O - Sign	99 INTERSTATE PARKWAY	DALMARC SIGNS	REPLACE EXISTING - A	2,000	45	
20250897	8/13/2025	E - Electrical	4017 N CHAPMAN	MISTER SPARKY	MISCELLANEOUS	0	0	\$54.50
20250896	8/13/2025	B - Residential Add On	1909 CARLETON LN	JOSEPH SCHOVANEC	ADD ON - 2 PART PERMIT	6,000	480	\$106.50
20250895	8/13/2025	E - Electrical	613 W WOOD	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$104.50
20250894	8/13/2025	E - Electrical	501 TRAILS END DR	ONE ELECTRIC LLC	NEW SERVICE	0	0	\$54.50
20250893	8/13/2025	O - Demolition and Moving	402 S MCKINLEY AVE	ARBOR TRANSPORT & CONSTRUCTION INC	ABATEMENT	0	0	

20250892	8/13/2025	O - Demolition and Moving	500 N BRYAN	ARBOR TRANSPORT & CONSTRUCTION INC	ABATEMENT	0	0	
20250891	8/13/2025	O - Demolition and Moving	523 N DOUGLAS	ARBOR TRANSPORT & CONSTRUCTION INC	ABATEMENT	0	0	
20250890	8/13/2025	O - Demolition and Moving	920 E WILSON ST	ARBOR TRANSPORT & CONSTRUCTION INC	ABATEMENT	0	0	
20250889	8/13/2025	B - Commercial - Remodel	1402 E INDEPENDENCE	DONELL SMITH	REMODEL	10,000	17,666	\$29.50
20250888	8/12/2025	B - Residential Remodel	311 W OAKLAND	JONATHAN COFFMAN	REMODEL	1,000	0	\$29.50
20250887	8/12/2025	B - Residential Remodel	510 N LEO AVE	CS PRO PAINT & RENEWAL	REMODEL	18,070	840	\$29.50
20250886	8/12/2025	B - Residential New	36005 OLD HWY 270	BRADFORD J BROWN	NEW CONSTRUCTION	56,350	2,400	\$514.50
20250885	8/12/2025	B - Roof Redeck	1005 N UNION ST.	3GS ROOFING	REPLACE / REPAIR	45,000	0	\$54.50
20250884	8/12/2025	M - Mechanical	1510 N KICKAPOO SUITE 15	GREGGS CLIMATE CONTROL dba LEGENDS HVAC	CHANGE OUT	0	0	\$54.50
20250883	8/12/2025	P - Plumbing	510 N LEO AVE	CND PLUMBING LLC	MISCELLANEOUS	0	0	\$54.50

20250882	8/12/2025	B - Storm Shelter	4716 GRACELANN	OZ SAFEROOMS	NEW INSTALLATION	14,000	40	\$29.50
20250881	8/12/2025	B - Roof Redeck	506 POOL LN	GREAT PLAINS ROOFING	ROOF	0	0	\$54.50
20250880	8/12/2025	O - Demolition and Moving	326 N MEAD AVE GARAGE APT.	ARBOR TRANSPORT & CONSTRUCTION INC	ABATEMENT	0	0	
20250879	8/12/2025	B - Commercial - New	1001 N KENNEDY SUITE 315	WYNN CONSTRUCTION	NEW CONSTRUCTION	9,500,000	24,905	\$7,755.75
20250878	8/11/2025	M - Mechanical	1621 N BEARD	SUNBELT	CHANGE OUT	0	0	\$84.50
20250877	8/11/2025	P - Septic	10 JUEL DR	JOHNSON CONSTRUCTION	REPLACE EXISTING	0	0	\$25.00
20250876	8/7/2025	B - Roof Redeck	505 POOL PLACE	GREAT PLAINS ROOFING		0	0	\$50.00
20250875	8/7/2025	B - Accessory Structure	3000 RALEY DR	BISON CONSTRUCTION SERVICE	MOVE ON	30,000	640	\$164.50
20250874	8/7/2025	O - Sign	42305 WESTECH RD	VITAL SIGNS OF OKLAHOMA	NEW INSTALLATION	18,963	248	\$150.00
20250873	8/7/2025	E - Electrical	16408 PATTERSON RD	PREMIER ELECTRICAL SOLUTIONS	MISCELLANEOUS	0	0	\$54.50
20250872	8/7/2025	P - Plumbing	1327 N UNION AVE	NEW AGE PLUMBING	REPLACE EXISTING	0	0	\$54.50
20250871	8/7/2025	M - Mechanical	120 W WALLACE ST	MACKLIN MECHANICAL LLC	REMODEL	0	0	\$254.50

20250870	8/6/2025	B - Commercial - Remodel	7109 N KICKAPOO	VISION CONSTRUCTION	REMODEL	6,800	1,472	\$372.50
20250869	8/6/2025	E - Electrical	1220 E 11TH ST	PINNACLE HOME SERVICES dba MISTER SPARKY	MISCELLANEOUS	0	0	\$54.50
20250868	8/6/2025	M - Mechanical	501 E MACARTHUR	SUNBELT	REPLACE EXISTING	0	0	\$54.50
20250867	8/6/2025	M - Mechanical	1215 N KICKAPOO	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$204.50
20250866	8/6/2025	E - Electrical	322 N FLORENCE	CUNNINGHAM ELECTRIC COMPANY	CUTOVER / BCW	0	0	\$54.50
20250865	8/6/2025	M - Mechanical	16408 PATTERSON RD	A-BETTER HEATING & AIR CONDITIONING	REPAIR	0	0	\$54.50
20250864	8/6/2025	O - Paving Cut and Boring	9 W 45TH ST	BERE LLC	ROAD BORE	0	0	\$60.00
20250863	8/6/2025	M - Mechanical	307 S OSAGE	AMERICAN AIR CONDITIONING & HEATING, IN	CHANGE OUT	0	0	\$54.50
20250862	8/6/2025	E - Electrical	302 N KIMBERLY	SPARK SHARK	CHANGE OUT	0	0	\$54.50
20250861	8/5/2025	B - Residential Multi Family	1320 N MARKET AVE	TINY HOMES FOUNDATION S CORP	NEW CONSTRUCTION	160,000	1,200	\$844.50

20250860	8/5/2025	B - Residential Multi Family	1320 N MARKET AVE	TINY HOMES FOUNDATION S CORP	NEW CONSTRUCTIO N	160,000	1,200	\$1,219.50
20250859	8/5/2025	P - Plumbing	1611 SIR JAKE	ROWDY BOYS PLUMBING	GAS LINE	0	0	\$54.50
20250858	8/5/2025	P - Plumbing	1600 E FARRALL ST	STANFIELD PLUMBING	REMODEL	0	0	\$54.50
20250857	8/5/2025	O - Sign	425 E MAIN ST	SIGN WORKS	NEW INSTALLATIO N	2,500	30	\$100.00
20250856	8/5/2025	M - Mechanical	523 W FORD	A/C DOCTORS	CHANGE OUT	0	0	\$74.50
20250855	8/4/2025	B - Residential New	4601 PIGEON RUN	RICK LANDES	NEW CONSTRUCTIO N	205,000	1,700	\$1,435.75
20250854	8/4/2025	E - Electrical	4939 N UNION	TOP NOTCH ELECTRIC LLC	BCW	0	0	\$54.50
20250853	8/4/2025	P - Plumbing	702 S MARKET AVE	J & J ELECTRIC	REMODEL	0	0	\$54.50
20250852	8/4/2025	F - Exhibit / Tradeshow	1700 W INDEPENDENC E ST	C & L ANTIQU E ARMS	GUN SHOW	0	0	
20250851	8/4/2025	P - Plumbing	613 W WOOD	ROTO- ROOTER PLUMBING	CHANGE OUT	0	0	\$54.50
20250850	8/4/2025	F - Burn	1920 E WALNUT ST	CARL SATTERFIELD	BURN PERMIT	0	0	\$29.50
20250849	8/4/2025	M - Mechanical	2009 N HARRISON AVE	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$154.50
20250848	8/4/2025	M - Mechanical	12 JUEL DR	AIRCO SERVICE	CHANGE OUT	0	0	\$54.50

20250847	8/1/2025	B - Commercial - Remodel	13 W 45TH ST SUITE 100	GARY HYNSON	TENANT FINISH OUT	30,000	1,740	\$439.50
20250846	8/1/2025	P - Plumbing	930 BUCK DR	STANLEY PLUMBING	GAS METER RESET	0	0	
								\$35,203.39

Total Records: 127

9/10/2025

Entity Payment Report

08/01/2025 - 08/31/2025

Payment Date	Name	Payment Type	Receipt #	Payment Amount
8/29/2025	WOODS PLUMBING	IBX CC	4605	75.00
8/28/2025	PETSMART#24 28	Check	4604	15.00
8/27/2025	KB ELECTRIC, LLC	Check	4603	75.00
8/27/2025	MARTIN FAMILY PLUMBING, LLC	Check	4602	75.00
8/27/2025	COWBOYS PLUMBING	IBX CC	4601	75.00
8/27/2025	THE DM REVOCABLE TRUST DATED MARCH 3, 2020	Check	4599	808.00
8/26/2025	DERRICK CARPENTER	Check	4598	808.00
8/26/2025	DERRICK CARPENTER	Check	4597	808.00
8/26/2025	DERRICK & JESSICA CARPENTER	Check	4596	808.00
8/25/2025	JEREMY D AYERS	Check	4595	1,075.00
8/25/2025	JEREMY D AYERS	IBX CC	4594	808.00
8/25/2025	DALMARC SIGNS	Check	4593	75.00
8/25/2025	FIVE BELOW #5120	Check	4592	15.00
8/25/2025	JACKSON ELECTRICAL CONSTRUCTIO N	Check	4591	75.00
8/25/2025	CARLA N HARRIS	IBX CC	4590	15.00
8/25/2025	TRIPLE C DOZER	Cash	4589	75.00

8/22/2025	ROARK ELECTRIC LLC	IBX CC	4588	75.00
8/22/2025	CHRIS WADDELL	Check	4587	25.00
8/21/2025	ROSS DRESS FOR LESS #1059	IBX CC	4586	15.00
8/21/2025	CYCLONE SEPTICS	IBX CC	4585	75.00
8/21/2025	DEAN & BEVERLY MABRY	Check	4584	808.00
8/20/2025	SCORPIO CONSTRUCTIO N LLC	IBX CC	4583	75.00
8/20/2025	BRIAN BURTON	Check	4582	808.00
8/20/2025	EROPKIN AUDIO LLC	Check	4581	75.00
8/20/2025	STEPHEN RAY & SHANNA LYNN KEIFFER	Check	4580	1,883.00
8/19/2025	NORTHWEST PLUMBING & MECHANICAL, INC	IBX CC	4579	100.00
8/19/2025	NORTHWEST PLUMBING & MECHANICAL, INC	IBX CC	4578	100.00
8/19/2025	TIMOTHY ROBERTS ELEC / HVAC	IBX CC	4577	75.00
8/19/2025	RUSSELL ADAMS	Check	4576	808.00
8/18/2025	ROOTS DISPENSARY LLC	Cash	4575	1,500.00
8/18/2025	need inspection - ESKIMO JOE'S CLOTHES	Check	4574	50.00
8/18/2025	JOHN & JASON HAYS	Check	4573	808.00

8/15/2025	PRICE PLUMBING INC	IBX CC	4572	75.00
8/15/2025	REBECCA FLOWERS & DEBRA HILTERBRAND	IBX CC	4571	808.00
8/15/2025	KICKAPOO RED BALL LIQUOR	Check	4570	905.00
8/14/2025	TRESSA MARBACH	Check	4569	15.00
8/14/2025	VELOCITY AIR CO LLC	IBX CC	4568	75.00
8/14/2025	JOHN & PHYLLIS INDA	Check	4567	808.00
8/12/2025	AFFORDABLE LEAK DETECTION dba CASTILLO AND SON	IBX CC	4566	75.00
8/12/2025	CND PLUMBING	IBX CC	4565	75.00
8/12/2025	HARRISON- ORR AIR CONDITIONIN G. LLC	Check	4564	75.00
8/12/2025	MACKLIN MECHANICAL	IBX CC	4563	75.00
8/11/2025	DONALD LOVELACE & SHAWN SMOTHERS	Cash	4562	1,600.00
8/11/2025	DONALD M LOVELACE	Cash	4561	808.00
8/11/2025	BLAZON DISPENSARY	Cash	4560	15.00
8/11/2025	ERIN HOLLOMAN	Check	4559	808.00
8/11/2025	JDM ELECTRICAL SERVICES LLC	IBX CC	4558	75.00
8/11/2025	JOHNSON CONSTRUCTIO N	Check	4557	75.00

8/8/2025	COMMUNICAT ION SERVICES INC	Check	4556	15.00
8/8/2025	\$ - MORGAN ELECTRIC ENT, INC.	Check	4555	75.00
8/7/2025	PREMIER ELECTRICAL SOLUTIONS	IBX CC	4554	100.00
8/7/2025	LAHOMA GALLAGHER	IBX CC	4553	808.00
8/7/2025	NEW AGE PLUMBING	IBX CC	4552	100.00
8/7/2025	SHERRY & TERRI'S MERCANTILE LLC	IBX CC	4551	50.00
8/7/2025	FIVE STAR PLUMBING	Check	4550	75.00
8/6/2025	JAMES TRANHAM JR	Cash	4549	15.00
8/6/2025	CUNNINGHAM ELECTRIC COMPANY	Check	4548	100.00
8/6/2025	MESSER ELECTRIC LLC	IBX CC	4547	75.00
8/5/2025	need inspection - TAILORED TAILS, LLC	Check	4546	50.00
8/5/2025	DANA WHITAKER	Cash	4545	15.00
8/5/2025	DANA WHITAKER	IBX CC	4544	15.00
8/5/2025	Needs inspection - SHAWNEE CONGREGATI ON OF JEHOVAH'S WITNESSES	Check	4543	50.00
8/4/2025	SPIRITS	Check	4542	905.00
8/4/2025	DONALD KEITH & CYNTHIA GAIL CARPENTER	Check	4541	808.00

8/4/2025	RYAN & CINDY ROMEIKE	Check	4540	808.00
8/4/2025	LAURANCE & BARBARA SMITH	Check	4539	808.00
8/4/2025	\$ - TOP NOTCH ELECTRIC LLC	IBX CC	4538	100.00
8/4/2025	J & J ELETRIC, A MAYS COMPANY	IBX CC	4537	75.00
8/4/2025	CITIZEN POTAWATOMI ELECTRIC	IBX CC	4536	75.00
				24,454.00

Total Records: 69

9/9/2025



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

Date: September 15, 2025
To: Board of City Commissioners
From: Kimberly Hoover, Finance Director
Subject: Fund 001 — General Fund — To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

Background: General Fund- To appropriate fund balance for expenditures in the FY26 budget. The amount of the appropriation is as follows:

- \$444,598.11 - department purchase orders rolled over from FY25 to FY26

Financial Impact: See attached budget amendments

Attachments: 2025.09.15 - PO Rollover

Staff Recommendation: Approval of budget amendment

City of Shawnee
2025-2026 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
							-
				Total	-	-	-

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0520-53390			Other Contractual Services	694,220.00	26,295.00	720,515.00
001	5-0110-53990			Contingency	365,657.00	418,303.11	783,960.11
					-	-	-
					-	-	-
					-	-	-
					1,059,877.00	444,598.11	1,504,475.11

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate fund balance for FY25 Encumbrances for which goods or services will be received or rendered in FY26.

Approved:

Mayor _____
 Attest:

City Clerk _____

On Date _____

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



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

Date: September 15, 2025
To: Board of City Commissioners
From: Kimberly Hoover, Finance Director
Subject: Fund 706 — Donations — To appropriate donation money into Other Materials and Supplies for Fire Prevention Clown Program expenditures in FY26 for the Fire Department.

Background: Donations Fund - The Fire Department has requested money from their donation fund to be transferred to Other Materials and Supplies for the Fire Prevention Clown Program in FY26. The amount of the appropriation is as follows:

- \$2,000.00 – Other Materials and Supplies

Financial Impact: See attachment budget amendment

Attachments: 09-15-2025 - Donations - Fire Department

Staff Recommendation: Approval of budget amendment.

**CITY OF SHAWNEE
2025-2026 BUDGET AMENDMENT
GENERAL FUND**

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
706	44230			DONATIONS - FIRE DEPARTMENT	-	(2,000.00)	2,000.00
				Total	-	(2,000.00)	2,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
705	5-0720-52500			OTHER MATERIALS & SUPPLIES	-	2,000.00	2,000.00
					-	-	-
					-	2,000.00	2,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:

To appropriate donation monies into Other Materials & Supplies for Fire Prevention Clown Program expenditures in FY26 for the Fire Department.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneek.org

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

Date: 08/25/2025	License No.: 6898
Type:	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer
Commission Meeting Date:	09/15/2025
Property Address	16406 Archery Range Rd
Lake Site Location	Mosler Tract Lot 4
Lease Dates	09/15/2025 - 09/15/2055
Lease Fee	\$808.00
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)	
Name(s)	Jeremy D Ayers
Address	34906 Belcher Rd, Shawnee, OK 74801
Email	jeremy.ayers@aspsok.com
Phone	405.229.8051 / 405.512.5100
Current Lessee (Transfer From)	
Name(s)	April Hill (Whalen)
Address	4617 Flint Ridge Dr, Norman, OK 73072
Email	aprilcowenhill@sbcglobal.net
Phone	405.596.5688
Inspection Information	
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic
Last Inspected / Pumped	10/05/2023
Miscellaneous Comments	Transfer Fee - \$1000.00 Lease Fee - \$808.00 Inspection Fee - \$75.00
Fees Collected	CC - \$808.00 - Ayers / 3078 & 3079 \$1075.00 - Whalen



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 6898 TRACT NAME Mosler LOT # 4

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/15/2025 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

JEREMY D AYERS,
34906 BELCHER RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$808.00** dollars for **2025**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16406 ARCHERY RANGE RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

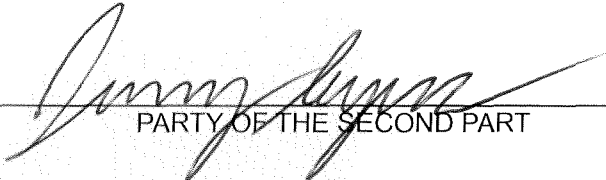
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

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

Date: 8/20/2025	License No.: 6893
Type:	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer
Commission Meeting Date:	09/15/2025
Property Address	16724 Clearpond Ln
Lake Site Location	Magnino Tract Lot 9
Lease Dates	09/15/2025 - 09/15/2055
Lease Fee	\$808.00
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)	
Name(s)	Stephen Ray & Shanna Lynn Keiffer
Address	10713 NE 7th St, Midwest City, OK 73130
Email	stevekeiffer2@gmail.com; skeiffer2@gmail.com
Phone	405.209.7605 / 405.623.7695
Current Lessee (Transfer From)	
Name(s)	Dianna M Jones
Address	32001 Hornbeck Rd, Shawnee, OK 74801
Email	djdispatch@gmail.com
Phone	405.827.7926
Inspection Information	
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic
Last Inspected / Pumped	8/21/2025
Miscellaneous Comments	Transfer Fee \$1000.00 Inspection Fee \$75.00 Lake Lease \$808.00
Fees Collected	\$1883.00 - ECU Bank - \$575.00 - Keiffer - \$1308.00



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 6893 TRACT NAME Magnino LOT # 9

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/15/2025 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

STEPHEN RAY & SHANNA LYNN KEIFFER,
10713 NE 7TH ST
MIDWEST CITY, OK 73130

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$808.00** dollars for **2025**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16724 CLEARPOND LN

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY:

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

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

Date: 09/2/2025	License No.: 6902
Type:	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer
Commission Meeting Date:	09/15/2025
Property Address	17104 Magnino Rd
Lake Site Location	Magnino A, Lot 5
Lease Dates	09/15/2025 - 09/15/2055
Lease Fee	\$808.00
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)	
Name(s)	Lora Melton
Address	17104 Magnino Rd, Shawnee, OK 74801
Email	jwle_2000@yahoo.com
Phone	405.401.5692
Current Lessee (Transfer From)	
Name(s)	Dana Browning
Address	17104 Magnino Rd, Shawnee, OK 74801
Email	danafalynn@yahoo.com
Phone	812.212.1279
Inspection Information	
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic
Last Inspected / Pumped	
Miscellaneous Comments	\$1000.00 - Transfer fee \$808.00 - Lease Payment \$75.00 - Inspection Fee
Fees Collected	\$1883.00 Check 103



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 6902 TRACT NAME Magnino A LOT # 5

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/15/2025 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

LORA MELTON,
17104 MAGNINO RD
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$808.00** dollars for **2025**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

17104 MAGNINO RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Community
Development
Department



222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

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

Date: 9/4/2025	License No.: 6909
Type:	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer
Commission Meeting Date:	09/15/2025
Property Address	15411 Nickens Rd
Lake Site Location	Belcher Tract, Lot 6
Lease Dates	09/15/2025 - 09/15/2055
Lease Fee	\$808.00
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)	
Name(s)	Robert & Traci Murphy
Address	3451 S Fishmarket Rd, McLoud, OK 74851
Email	dodgeparts6104@gmail.com; jayntraci@hotmail.com
Phone	550.4055 / 640.0993
Current Lessee (Transfer From)	
Name(s)	Kenneth & Reta Sparks
Address	PO Box 452, Shawnee, OK 74802
Email	yankee5352@yahoo.com
Phone	964.3681 / 205.0620
Inspection Information	
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic
Last Inspected / Pumped	07/16/2024
Miscellaneous Comments	Transfer fee \$1000.00 Lease payment \$808.00 Inspection fee \$75.00
Fees Collected	\$1883.00 ck 1086 Rec # 4618



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 6909 TRACT NAME Belcher LOT # 6

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/15/2025 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

ROBERT & TRACI MURPHY,
3451 S FISHMARKET RD
MCLLOUD, OK 74851

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$808.00** dollars for **2025**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15411 NICKENS RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY:

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART

Lisa Lasyone

Subject: FW: Shawnee Beautification, Parks and Recreation Committee.

From: Chad Payn <cpayn02@gmail.com>

Sent: Friday, August 15, 2025 12:04 PM

To: Kerri Foster <kerri.foster@shawneeok.org>

Cc: Jane Wright <Jane.Wright@shawneeok.org>

Subject: [EXTERNAL EMAIL]Resignation Letter

"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."

Dear Committee Members, City Staff, and Friends,After much thought and consideration, I am writing to formally resign from my position as Chairperson of the Beautification, Parks and Recreation Advisory Committee for the City of Shawnee, effective immediately. I will not be able to attend the upcoming committee meeting.As I reflect on the past six years, I am filled with gratitude for the opportunity to serve alongside such dedicated and passionate individuals. Together, we have witnessed and contributed to remarkable growth and improvements in our city's parks and recreational spaces. I am so proud of the accomplishments—transforming our parks into vibrant, welcoming spaces that bring our community together and enhance the quality of life for Shawnee residents.I want to extend my heartfelt thanks to each of you, as well as to the city staff, for your collaboration, creativity, and unwavering commitment to our shared vision. Your enthusiasm and hard work make Shawnee a more beautiful, active, and inclusive place for everyone.Although I am stepping down from my role on the committee, please know that I will continue to be a strong supporter and advocate for the important work you do. I am excited to watch as you continue to make a lasting, positive impact on our community, and I look forward to cheering you on in your future successes.Thank you again for the honor of serving with you. Keep up the wonderful work. With gratitude and encouragement,Chad Payn

CITY MANAGER AGREEMENT

THIS AGREEMENT is made effective August 18, 2025, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and Mark Simpson, hereinafter referred to as "Simpson" or "Appointee" (collectively referred to herein as the "Parties").

WITNESSETH:

WHEREAS, the City has adopted a Charter and ordinances establishing the City Manager form of government in the City of Shawnee and setting forth the duties and responsibilities of the City Manager; and

WHEREAS, the City has a need for appointing a City Manager for a limited period of time while it undertakes a recruitment effort; and

WHEREAS, Simpson is presently employed by the City as Interim City Manager; and

WHEREAS, the Parties desire to enter into an agreement wherein Appointee remains an employee of the City in the role of City Manager, effective on the above date to perform such terms of appointment as contained within this Agreement, and the Parties hereto desire to commit their agreement to writing and to be legally bound thereby.

NOW, THEREFORE, in consideration of their mutual promises and covenants contained herein, all Parties hereto agree as follows:

1. Term. The initial term of this Agreement shall begin on August 18, 2025 and shall be for a term of three (3) years.
2. Duties; Hours of Work. This Agreement is contemplated by the parties to be contingent upon the following stipulations that represent compliance with applicable state law and City Code:
 - a. Appointee shall perform those functions and duties specified by State and Federal law, the City of Shawnee Municipal Code, and formal direction from the City Commission.
 - b. Appointee shall perform his obligations and responsibilities diligently, applying the highest degree of professionalism, ethics, integrity, and competency to the discharge of every aspect of his obligations.
 - c. During the course of Appointee's tenure, he will not engage in, or be involved in, any act, situation, or occurrence, which tends to subject Appointee or the City to any ridicule, contempt or embarrassment, or which reflects unfavorably upon either the City, or the Appointee.
 - d. During the term of the Agreement, Appointee shall be exclusively employed by the City unless the City Commission grants prior authorization, which authorization will not be unreasonably withheld.
 - e. Appointee shall maintain a regular work schedule consistent with that of other management employees of the City. Appointee's duties may involve greater than eight (8) hours per day and forty (40) hours per week of service to the City. Additionally, the duties may require time outside of normal business hours for the attendance of various events and

meetings whereas Appointee shall not be entitled to additional compensation for such time.

- f. Appointee shall have twelve (12) months from the execution of this Agreement to be in full compliance with all state and local residency requirements of the office of City Manager of the City of Shawnee. Appointee may request up to a twelve (12) month extension of this provision for good cause shown, and the City Commission shall not unreasonably withhold approval thereof.
3. Compensation. Effective January 28, 2025 per that certain Interim City Manager Agreement of the same date, the Appointee's annual salary shall be \$140,000.00 (One Hundred Forty Thousand Dollars), reviewed a minimum of annually in connection with the annual review required in Section 15 below, or more frequently at the discretion of the City Commission. Additionally, Simpson shall be entitled to receive any normal merit raises, COLA raises, or other wage adjustments that have accrued since January 28, 2025. Any accrued wage adjustments shall be applied retroactively to the date they were earned.
4. Group Health Insurance; Dental Insurance; Vision Insurance. City shall pay full premium of health insurance, dental insurance and vision insurance for Appointee, spouse, and dependents.
5. Short- and Long-Term Disability. Appointee is entitled to participate in short- and long-term disability programs as offered by the City in accordance with the terms and conditions of the Plan(s).
6. Life Insurance. City shall provide term life insurance of one times the Appointee's annual salary. The policy purchased may be provided by the carrier insuring other City employees or by a carrier of the City's choosing.
7. Discretionary Leave. The Appointee may accumulate hours worked over forty (40) hours and use as time off on a discretionary basis. Accumulated Discretionary Leave may not be paid-out upon termination of this Agreement.
8. Vacation Leave. The Appointee is entitled to twenty (20) days of annual vacation leave. Vacation Leave hours may be accumulated to the maximum as set forth for other City employees. Unused Vacation Leave shall be paid-out upon termination of this Agreement. Appointee shall provide a minimum notice of one (1) week to City Commission prior to use of Vacation Leave.
9. Other Leave. The Appointee is entitled to all other leave types, such as funeral and sick leave, as provided to all other management employees of the City. All other benefits provided to Appointee as provided to other management employees of the City shall be on the same terms as provided to those employees, except as otherwise expressly set forth in this Agreement.
10. Allowances. Due to the requirement for frequent use of the Appointee's personal vehicle, the Appointee shall be entitled to \$600 (Six Hundred Dollars) per month as an automobile allowance in-lieu of reimbursement for mileage or other expenses incurred for use of automobile. Appointee is responsible for costs of maintaining vehicle, maintaining acceptable minimum insurance coverage per City policy, and paying annual vehicle motor

tax. Additionally, City shall provide \$60 (Sixty Dollars) per month as a cell phone allowance for frequent use of personal cell phone for purposes of conducting City business.

11. Professional Memberships & Meetings; Relocation and Other Expenses.
 - a. City shall pay for Appointee's memberships in the City Managers Association of Oklahoma and International City / County Management Association. City shall pay for Appointee to attend conferences, continuing education seminars, and other professional memberships as budgeted by the City Commission.
 - b. The City recognizes the Appointee may incur expenses of non-personal and job-related nature while conducting City business. City agrees to reimburse Appointee for reasonable expenses which are authorized by the City budget and supported by expense receipts, statements, or personal affidavits.
12. Retirement Program. City shall provide same Oklahoma Municipal Retirement Fund (OkMRF) benefits to Appointee as provided to other department head employees of the City.
13. 457 Deferred Compensation Plan. Appointee shall be entitled to participate, at Appointee's sole expense, in the City's 457 deferred compensation plan in accordance with the terms and conditions of the Plan(s). In addition, City shall contribute an annual amount of 5% of the Appointee's annual compensation, paid incrementally on a bi-weekly basis on regular payroll cycles.
14. Annual Performance Evaluation. The City Commission shall evaluate Appointee's performance at least once annually. The City Commission and Appointee shall develop reasonable and mutually agreeable performance goals and standards which the City Commission shall use in reviewing the Appointee's performance in the preceding year. Appointee shall be afforded adequate opportunity to discuss each evaluation with the City Commission.
15. Termination Without Cause. The City Commission may terminate Appointee's employment at any time and without cause, subject to thirty (30) days written notice to Appointee. In the event of such termination without cause, Appointee shall be entitled to a severance benefit, as follows:
 - a. Six months of the Appointee's current salary and health insurance benefits as outlined in paragraphs five (5) and six (6) above. Such payments shall be made on same payroll schedule as other City employees. Upon payment of severance compensation, health insurance benefit, and accrued vacation leave, City shall have no other obligation to Appointee.
16. Termination For Cause. The City Commission may terminate Appointee's employment for cause. In the event of termination for cause, City shall have no obligation to continue employment of Appointee or pay severance to Appointee. Appointee is entitled to accrued vacation leave and accrued unpaid salary upon last day of service. For the purposes of this agreement, "cause" may include but is not limited to:
 - a. Use of alcohol or drugs that impedes performance duties; or
 - b. Conviction of a felony, or misdemeanor involving moral turpitude; or

- c. Willful and repeated failure to honor City policies; or
 - d. Willful and repeated failure to carry out lawful directives or policy decisions of the City Commission; or
 - e. Willful abandonment of the position or continued and unexcused absence from duty.
17. Voluntary Termination. Appointee may voluntarily terminate employment, by resignation or retirement, at any time during the term of this Agreement subject to at least sixty (60) days written notice to the City Commission. City reserves right to accept resignation immediately or at any point prior to expiration of sixty (60) day written notice. In such case, City shall have no further obligation to provide payments and benefits, including severance benefits, upon the effective date of termination of employment. Appointee is entitled to payment for all accrued unpaid salary and accrued vacation time at date of final service.
 18. Form of Government. In the event the City of Shawnee changes its form of government from Council-Manager during the term of this Agreement, this contract shall remain in full force and effect.
 19. Holidays. Appointee shall be entitled to same holiday leave days as approved for other City employees. Appointee's salary includes holiday pay and Appointee shall not be entitled to additional salary or compensation for working on a holiday.
 20. Technology. City shall provide Appointee with necessary technology to conduct City business, including but not limited to access to internet, laptop computer, and printing equipment.
 21. Severability. Invalidity of any one or more of the provisions of this Agreement shall not invalidate or affect any of the other provisions hereof, and this Agreement shall be construed, interpreted and enforced in all respects as though such invalid or unenforceable provisions were omitted.
 22. Amendment. This Agreement may be amended or modified only by written consent of the Parties.
 23. Entire Agreement. This Agreement supersedes any and all prior agreements regarding the matters contained herein.
 24. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, and assigns.
 25. Litigation. If any litigation is initiated by either party to this agreement, the prevailing party shall be entitled to recover its fees and costs incurred therein, including attorney fees and all costs of litigation.
 26. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oklahoma.
 27. Bonding. The City shall bear the full cost of any fidelity or other bonds required on the Appointee under any law or ordinance.

28. Indemnification. The City does hereby agree to defend, hold harmless, and indemnify the Appointee from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings brought against her as a result of action taken or not taken while serving in her individual or official capacity for the City, providing the incident(s), which is (are) the basis of any such demand, claim, suit, actions, judgments, expenses, and attorneys' fees, arose or does arise in the future from an act or omission of the Appointee of City acting within the course and scope of the Appointee's engagement with City; excluding, however, any such demand, claim, suit, action, judgment, expense, and attorneys' fees for those claims or any causes of action where it is determined that the Appointee committed a willful or unlawful act or omission; and excluding any insurance contract, held either by City. The provisions of this paragraph shall survive the termination, expiration, or other end of this agreement and/or the Appointee's engagement with City.


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.



CITY OF SHAWNEE, OKLAHOMA,
A municipal corporation


ERIC STEPHENS, MAYOR

ATTEST:


LISA LASYONE, MMC, CITY CLERK


MARK SIMPSON

ATTEST:


KACIE ECK, NOTARY



APPROVED AS TO FORM:


JOE M. VORNDRAN, CITY ATTORNEY

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 13TH day of Aug, 2025, by IBAM ACQUISITIONS, LLC, located at 1114 E PARKER, SHAWNEE OK ("Grantor") in favor of City of Shawnee ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

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

(THE NORTH 10 FT OF LOTS 7, 8 & 9 IN BLOCK 26 OF SATTERFIELD'S ADDITION)

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

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

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

(THE NORTH 10 FT OF LOTS 7, 8 & 9 IN BLOCK 26 OF SATTERFIELD'S
ADDITION)

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

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

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

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

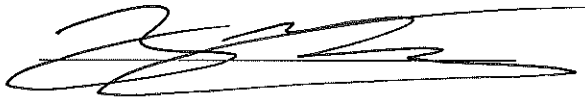
6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

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

Executed the day and year first above written.

(GRANTOR)

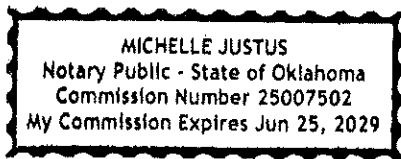
(GRANTEE) – City of Shawnee



Managing Member

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 13th day of August 2025, personally appeared Baaz Mussry and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.



Michelle Justus
Notary Public
Commission No. 25007502
My Commission Expires: 6.25.2029



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

Date: September 15, 2025
To: Board of City Commissioners
From: Jennifer Greenland, Human Resources Director
Subject: Acknowledge the Oklahoma Municipal Retirement Fund lump sum payment from the Defined Benefit Plan for Justin Beaver.

Background: Full-time, non-union employees participate in the Oklahoma Municipal Retirement Fund (OkMRF). The Commission is the governing body for the Shawnee Plans.

When an individual retires or leaves employment with the City, they can elect to take their retirement or leave it in the plan until a later date. Whenever the individual takes their retirement, the Commission must acknowledge that action. The Defined Benefit Plan (DB) allows an individual to elect a lump sum payment instead of monthly checks. Mr. Beaver has elected the lump sum option.

Financial Impact: None

Attachments:

Staff Recommendation: Approval of the item



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

Date: September 15, 2025
To: Board of City Commissioners
From: James Kriwanek, Fire Chief
Subject: Approval of the purchase of a 2026 Ford F-250 utilizing state bidding and in compliance with the approved Capital Improvement Plan for 2026-2030.

Background: The new Ford F-250 will be assigned to the Deputy Fire Chief and will replace the current 2017 Chevrolet Silverado 1500. This upgrade provides enhanced capability, particularly in hauling equipment to emergency scenes. The F-250 will also expand our capacity to transport specialized resources such as water rescue boats, ensuring improved operational support and response readiness. This truck would be purchased through the State of Oklahoma bid contract SW0035.

Financial Impact: \$53,394.00 from 301-5-0710-54500

Attachments: Shawnee 26 F250 Proposal - 2025-09-08

Staff Recommendation: Approval of the item.

Prepared for: Mr. James Kriwanek, City of Shawnee Fire

Office: 405-878-1676

Ordering FIN Code: QD247

End User FIN Code: QD247

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625



Client Proposal

Prepared by:

Scott Womack

Office: 405-620-6711

Email: swomack@confidenceford.com

Quote ID: SFD26F250

Date: 09/08/2025



Scott Womack | 825 N Interstate Drive, Norman, Oklahoma, 73069

Office: 405-620-6711

Prepared for: Mr. James Kriwanek



City of Shawnee Fire

Prepared by: Scott Womack

09/08/2025

Confidence Ford of Norman 405-620-6711

Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$52,690.00
Options	\$4,275.00
Colors	\$395.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$2,195.00
Subtotal	\$59,555.00

Post-Tax Adjustments

Code	Description	MSRP
State of OK PC	State of Oklahoma Price Concession	-\$6,161.00

Price Concession for State Bid State of Oklahoma SW0035

Total	\$53,394.00
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Customer Signature

Acceptance Date

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Prepared for: Mr. James Kriwanek



City of Shawnee Fire

Prepared by: Scott Womack

09/08/2025

Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

W2B	Base Vehicle Price (W2B)	\$52,690.00
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Packages

600A	Order Code 600A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i> - GVWR: 10,000 lb Payload Package - Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> - Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	N/C
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Powertrain

99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
STDGV	GVWR: 10,000 lb Payload Package	Included

Wheels & Tires

TBM	Tires: LT245/75Rx17E BSW A/T <i>Spare may not be the same as road tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included

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Price Level: 625 | Quote ID: SFD26F250

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
160WB	160" Wheelbase	STD
PAINT	Monotone Paint Application	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i>	Included
	<i>Includes:</i>	
	- Ford Connectivity Package (1-Year Included) <i>Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.</i>	
	- SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
96V	XL Chrome Package <i>Includes 4 pickup box tie-down plates.</i>	\$425.00
	<i>Includes:</i>	
	- Bright Chrome Hub Covers & Center Ornaments	
	- Chrome Front Bumper	
	- Chrome Rear Step Bumper	
	- Halogen Fog Lamps	
17X	FX4 Off-Road Package	\$600.00
	<i>Includes:</i>	
	- Hill Descent Control	
	- Off-Road Specifically Tuned Shock Absorbers <i>Includes front/rear.</i>	
	- Transfer Case & Fuel Tank Skid Plates	
	- Unique FX4 Off-Road Box Decal	
96D	XL Driver Assist Package	\$730.00
	<i>Includes:</i>	
	- Automatic High Beam	
	- Pre-Collision Assist <i>Includes Automatic Emergency Braking (AEB) and forward collision warning.</i>	
67E	250 Amp Alternator (Gas)	\$185.00
52B	Trailer Brake Controller	\$300.00

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Price Level: 625 | Quote ID: SFD26F250

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Includes smart trailer tow connector.</i>	
18B	Platform Running Boards	\$445.00
435	Power-Sliding Rear-Window w/Defrost	\$505.00
924	Privacy Glass	\$100.00
52S	Interior Work Surface	\$140.00
76S	Remote Start System	\$250.00
153	Front License Plate Bracket	N/C
	<i>Standard in states requiring 2 license plates and optional to all others.</i>	

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty	N/C
	Requires valid FIN code.	

Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.

Emissions

425	50-State Emissions System	STD
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Exterior Color

PQ_02	Race Red	\$395.00
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Interior Color

AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
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SUBTOTAL	\$57,360.00
Destination Charge	\$2,195.00
TOTAL	\$59,555.00

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs

Dimensions

- Conventional Capacity: 14,100 lbs.
- Fifth-wheel towing capacity: 13,900 lbs.
- Front brake diameter: 14.3"
- Cargo box length: 81.9"
- Cargo box volume: 65.4 cu.ft.
- Cargo box max width: 66.9"
- Cargo box length feet: 6.8
- Vehicle body width: 80.0"
- Wheelbase: 160.0"
- Front track: 68.3"
- Cab to axle: 39.9"
- Frame yield strength (psi): 50000.0
- Front bumper to back of cab: 151.8"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 21,000 lbs.
- Gooseneck towing capacity: 14,100 lbs.
- Rear brake diameter: 14.3"
- Cargo box min width: 50.5"
- Pickup box depth: 21.1"
- Cargo box tailgate width: 60.5"
- Vehicle body length: 250.0"
- Vehicle body height: 81.5"
- Vehicle turning radius: 26.5'
- Rear track: 67.2"
- Frame section modulus: 10.7 cu.in.
- Front bumper to front axle: 38.2"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.8 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 405 HP@5000 RPM
- Radiator
- Part-time 4WD
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- Auto locking hub control
- 6.8L V-8 variable valve control, engine with 405HP
- Injection Type: sequential MPI
- Torque: 445 lb.-ft.@4000 RPM
- TorqShift 10-speed automatic
- Four-wheel drive
- All-speed ABS and driveline traction control
- * **Driver selectable rear locking differential**

Fuel Economy and Emissions

- Gasoline secondary fuel type
- E85 additional fuel types
- Federal emissions

Suspension and Handling

- * **Off-road ride suspension**
- * **Gas-pressurized rear shock absorbers**
- * **Gas-pressurized front shock absorbers**

Driveability

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Hill Start Assist
- Front anti-roll bar
- Rigid axle rear suspension
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- * **Hill Descent Control**
- Mono-beam rigid axle front suspension
- Front coil springs
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- * **Running boards**
- Standard style pickup box
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Rear bumper step
- Black grille
- Dynamic Hitch Assist vehicle to trailer hitching assist
- 4 doors
- Pickup bed-rail protectors
- * **Exterior decal**
- Black door handles
- * **Chrome front bumper**
- * **Chrome rear bumper**
- * **Body-coloured front bumper rub strip**
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- Tailgate
- 17 x 7.5-inch front and rear argent steel wheels
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- * **LT245/75RS17 AT BSW front and rear tires**

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Power tailgate/rear door lock
- * **Keyfob remote vehicle start**
- Power first-row windows
- * **Rear window defroster**
- Front beverage holders
- 8 beverage holders
- Illuminated glove box
- Dashboard storage
- Trip computer
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Integrated side steps
- * **Power rear windshield**
- Illuminated locking glove box
- Rear beverage holders
- Instrument panel covered bin
- Retained accessory power
- Over the air updates

Comfort

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09/08/2025



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2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- * **Deep tinted windows**
- Halogen headlights
- Multiple enclosed headlights
- * **Auto High Beam auto high-beam headlights**
- Variable intermittent front windshield wipers

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- * **Front fog lights**
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Rear seat center 3-point seatbelt
- SecuriLock immobilizer
- Remote panic alarm
- Rear mounted camera
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- * **Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation**
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Dimensions

General Weights

Curb weight	6,396 lbs.	Rear curb weight	2,610 lbs.
GVWR	10,000 lbs.	Payload	3,565 lbs.

Trailer Weights

Fifth-wheel towing capacity	13,900 lbs.	Gooseneck towing capacity	14,100 lbs.
Conventional capacity	14,100 lbs.	GCWR	21,000 lbs.

Front Weights

Front curb weight	3,786 lbs.	GAWR front	4,400 lbs.
Axle capacity front	6,000 lbs.	Spring rating front	4,400 lbs.
Tire/wheel capacity front	6,390 lbs.		

Rear Weights

GAWR rear	6,340 lbs.	Axle capacity rear	7,280 lbs.
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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Spring rating rear 6,340 lbs. Tire/wheel capacity rear 6,390 lbs.

Off Road

Min ground clearance 8.5" Loading floor height 37.2 "
Approach angle 16.9 Departure angle 21.1

Exterior Measurements

Vehicle body length 250.0" Vehicle body width 80.0"
Vehicle body height 81.5" Wheelbase 160.0"
Front brake diameter 14.3" Cargo box length 81.9"
Rear brake diameter 14.3" Cargo box min width 50.5"
Cargo box volume 65.4 cu.ft. Pickup box depth 21.1"
Cargo box max width 66.9" Cargo box tailgate width 60.5"
Cargo box length feet 6.8 Front track 68.3"
Rear track 67.2" Vehicle turning radius 26.5'
Cab to axle 39.9" Frame section modulus 10.7 cu.in.
Frame yield strength (psi) 50000.0 Front bumper to front axle 38.2"
Front bumper to back of cab 151.8"

Interior Measurements

Max interior rear cargo volume 52.1 cu.ft. Interior rear cargo volume with seats folded 52.1 cu.ft.

Interior Volume

Total passenger volume 131.8 cu.ft.

Headroom

Headroom first-row 40.8" Headroom second-row 40.4"

Legroom

Leg room first-row 43.9" Leg room second-row 43.6"

Shoulder Room

Shoulder room first-row 66.7" Shoulder room second-row 65.9"

Hip Room

Hip room first-row 62.5" Hip room second-row 64.7"

Powertrain

Engine

Engine ... 6.8L V-8 variable valve control, engine with 405HP Valves per cylinder 2
Engine cylinders V-8 Injection type sequential MPI
Engine location Front mounted engine Ignition Spark ignition system
Engine mounting direction Longitudinal mounted engine Engine block material Iron engine block
Cylinder head material Aluminum cylinder head

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Engine Specs

Displacement	6.8L	cc	415 cu.in.
Bore	4.22"	Stroke	3.68"
Compression ratio	10.8	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	405 HP@5000 RPM	Torque	445 lb.-ft. @4000 RPM
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Alternator

* Alternator amps	250A	* Alternator type	Heavy-duty alternator
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Battery

Battery amps	68Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator
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Transmission

Transmission	TorqShift 10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.696	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler		

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

Axle ratio	3.73
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

Fuel type	regular unleaded
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Fuel Tank

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Fuel tank capacity 34.00 gal.

Drive Feature

Traction control All-speed ABS and driveline traction control

Transfer case Electronic transfer case shift

Locking hub control Auto locking hub control

*** Rear locking differential Driver selectable rear locking differential**

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type Gasoline secondary fuel type

Emissions

Emissions Federal emissions

Fuel Economy (Alternate 1)

Additional fuel types E85 additional fuel types

Suspension and Handling

Suspension

*** Suspension Off-road ride suspension**

*** Rear shock absorbers Gas-pressurized rear shock absorbers**

*** Front shock absorbers Gas-pressurized front shock absorbers**

Driveability

Brakes

Brake type 4-wheel disc brakes

ABS brakes Four channel ABS brakes

Ventilated brakes Front and rear ventilated disc brakes

ABS brakes 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist Hill Start Assist

Brake assist system Brake assist system

*** Hill control Hill Descent Control**

Front Suspension

Front anti-roll Front anti-roll bar

Suspension ride type front Mono-beam rigid axle front suspension

Front Spring

Regular front springs Regular front springs

Springs front Front coil springs

Rear Spring

Springs rear Rear leaf springs

Rear springs Heavy-duty rear springs

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Prepared for: Mr. James Kriwanek



City of Shawnee Fire

Prepared by: Scott Womack

09/08/2025

Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Rear Suspension

Suspension type rear Leaf spring rear suspension Suspension ride type rear: Rigid axle rear suspension

Steering

Steering Hydraulic power-assist steering system Steering type Re-circulating ball steering

Steering type number of wheels 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter 17" Front wheels width 7.5"

Rear Wheels

Rear wheels diameter 17" Rear wheels width 7.5"

Front And Rear Wheels

Appearance argent Material steel

Front Tires

Aspect 75 Diameter 17"

Sidewalls BSW Speed S

* **Tread** **AT** Type LT

Width 245mm Front wheel - RPM 649

Rear Tires

Aspect 75 Diameter 17"

Sidewalls BSW Speed S

* **Tread** **AT** Type LT

Width 245mm Rear wheel - RPM 649

Body Exterior

Trailer

Towing class Class V tow rating Towing hitch Trailer hitch

Towing wiring harness Trailer wiring harness * **Towing brake controller** **Trailer brake controller**

Towing trailer sway Trailer sway control

Exterior Features

Box style Standard style pickup box Number of doors 4 doors

* **Running boards** **Running boards** * **Skid plate** **2 underbody skid plates**

* **License plate front bracket** **Front license plate bracket**

Body

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Prepared for: Mr. James Kriwanek



City of Shawnee Fire

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09/08/2025

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Body panels . . . Aluminum body panels with side impact beams

Mirrors

Convex spotter Convex spotter in driver and passenger side door mirrors

Turn signal in door mirrors Turn signal indicator in door mirrors

Spare Tire

Spare tire Full-size spare tire with steel wheel

Spare tire location Crank-down spare tire

Tires

Front tires LT load rating E

Rear tires LT load rating E

Wheels

* **Wheel covers** **Chrome hub wheel covers**

Convenience

Door Locks

Door locks . . . Power door locks with 2 stage unlocking
All-in-one key . . . All-in-one remote fob and ignition key
Tailgate control Power tailgate/rear door lock

Keyfob door locks Keyfob activated door locks
Auto door locks Auto-locking doors

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

* **Fob remote vehicle controls** **Keyfob remote vehicle start**

Rear View Mirror

Day/Night rearview mirror . . . Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Folding door mirrors Manual folding door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console

Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

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City of Shawnee Fire

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09/08/2025

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Power Outlets

12V power outlets 2 12V power outlets

Pickup Box

Boxside steps Integrated side steps

Rear Windshield

* **Rear window defroster** **Rear window defroster**

* **Rear windshield** **Power rear windshield**

Storage

Number of beverage holders 8 beverage holders

Beverage holders rear Rear beverage holders

Illuminated glove box Illuminated glove box

Dashboard storage Dashboard storage

Beverage holders Front beverage holders

Glove box Illuminated locking glove box

Instrument panel storage Instrument panel covered bin

Windows Feature

One-touch up window Driver and passenger one-touch up windows

One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

Miscellaneous

Trip computer Trip computer

Accessory power Retained accessory power

PRND in IP PRND in IP

Over the air updates Over the air updates

Comfort

Climate Control

Climate control Manual climate control

Rear under seat ductsRear under seat climate control ducts

Cabin air filter Cabin air filter

Headliner

Headliner material Cloth headliner material

Headliner coverage Full headliner coverage

Floor Trim

Floor covering Full vinyl floor covering

Floor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic. Manual telescopic steering wheel

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Prepared for: Mr. James Kriwanek



City of Shawnee Fire

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09/08/2025

Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat direction Driver seat with 4-way directional controls

Driver seat fore/aft control Manual driver seat fore/aft control

Passenger seat direction Front passenger seat with 4-way directional controls

Split front seats 40-20-40 split-bench front seat

Reclining passenger seat Manual reclining passenger seat

Passenger seat fore/aft control Manual passenger seat fore/aft control

Front head restraints Height adjustable front seat head restraints

Front head restraint control Manual front seat head restraint control

Armrests front center Front seat center armrest

Armrests front storage Front seat armrest storage

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seat

Rear seats fixed or removable Fixed rear seats

Folding second-row seats 60-40 folding rear seats

Rear seat direction Front facing rear seat

Rear seat folding position Fold-up rear seat cushion

Rear head restraints Height adjustable rear seat head restraints

Rear head restraint control Manual rear seat head restraint control

Number of rear head restraints 3 rear seat head restraints

Lumbar Seats

Driver lumbar Manual driver seat lumbar

Front Seat Trim

Front seat upholstery Vinyl front seat upholstery

Front seatback upholstery Vinyl front seatback upholstery

Interior Accents

Interior accents Chrome interior accents

Gearshifter Material

Gearshifter material Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display Primary touchscreen display

Number of first-row displays 2 total number of 1st row displays

Primary display size 8 inch primary display

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Prepared for: Mr. James Kriwanek



City of Shawnee Fire

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09/08/2025

Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Radio Features

External memory SYNC 4 external memory control Seek scan Seek scan

Speakers

Speakers Standard grade speakers Speakers number 6

Audio Features

Steering mounted audio control Steering wheel mounted audio controls Speed sensitive volume Speed sensitive volume
Voice activated audio SYNC 4 voice activated audio controls Wireless streaming Bluetooth wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer Trip odometer Instrumentation display Digital/analog instrumentation display
Configurable instrumentation gauges Configurable instrumentation gauges

Instrumentation Displays

Temperature display Exterior temperature display Driver information center Driver information center
Clock Digital clock Compass Compass

Instrumentation Gauges

Tachometer Tachometer Oil pressure gauge Oil pressure gauge
Transmission temperature gauge Transmission fluid temperature gauge Engine/electric motor temperature gauge Engine/electric motor temperature gauge
Gauge cluster display size (inches) 4.20 Engine hour meter Engine hour meter

Instrumentation Warnings

Engine temperature warning Engine temperature warning Oil pressure warning Oil pressure warning
Low fuel warning Low fuel warning Low brake fluid warning Low brake fluid warning
Battery charge warning Battery charge warning Headlights on reminder Headlights on reminder
Key in vehicle warning Key in vehicle warning Door ajar warning Door ajar warning
Service interval warning Service interval indicator Low tire pressure warning Tire specific low air pressure warning

Glass

* Tinted windows Deep tinted windows

Headlights

Headlights Halogen headlights Headlight type Reflector headlights
Auto headlights Auto on/off headlight control Multiple headlights Multiple enclosed headlights

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Selected Equip & Specs (cont'd)

Delay off headlights Delay-off headlights

DRL preference setting DRL preference setting

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry Illuminated entry

Front reading lights Front reading lights

Lights

Running lights Daytime running lights

* **Fog lights** **Front fog lights**

Pickup box cargo light Pickup box cargo light

* **Auto high-beam headlights** **Auto High Beam auto high-beam headlights**

Variable panel light Variable instrument panel light

Rear reading lights Rear reading lights

Interior courtesy lights Fade interior courtesy lights

High mount stop light High mounted center stop light

Perimeter approach lighting Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity

Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device

Smart device integration Smart device wireless mirroring

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports 2 USB ports

Safety and Security

Airbags

Front impact airbag driver... Driver front impact airbag

Front impact airbag passenger Passenger front impact airbag

Front side impact airbag passenger Seat mounted side impact front passenger airbag

Number of airbags 6 airbags

Front side impact airbag driver Seat mounted side impact driver airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt Rear seat center 3-point seatbelt

Height adjustable seatbelts Front height adjustable seatbelts

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

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Price Level: 625 | Quote ID: SFD26F250

Selected Equip & Specs (cont'd)

Security system Ford Security Package (1-year included with activation) security system

Active Driving Assistance

*** Forward collision warning Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation**

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

Occupant Safety

Child door locks Manual rear child safety door locks

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City of Shawnee Fire

Prepared by: Scott Womack

09/08/2025

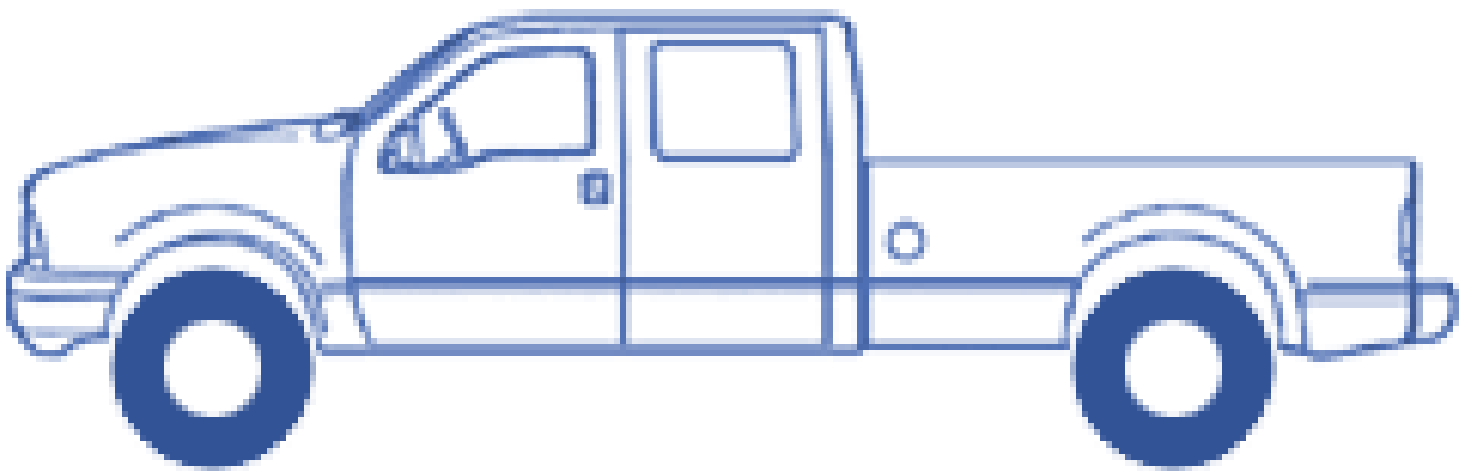
Scott Womack | 825 N Interstate Drive Norman Oklahoma | 73069

2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Light Duty

GVWR 10,000 lbs

GVW Totals

1 Payload - (Added Equipment) 0 lbs

Occupants Weight 900 lbs

Curb Weight (as configured) 6,396 lbs

TOTAL **7,296 lbs**

Payload 3,565 lbs

Useable Payload 2,665 lbs

Maximum payload capabilities are for properly equipped vehicles with required equipment and vary based on vehicle configuration, accessories, and option content.

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City of Shawnee Fire

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09/08/2025

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2026 F-250 4x4 SD Crew Cab 6.75' box 160" WB SRW XL (W2B)

Price Level: 625 | Quote ID: SFD26F250

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

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2026 CALENDAR YEAR

SCHEDULE OF REGULAR MEETINGS

**THE BOARD OF CITY COMMISSIONERS,
THE BOARD OF TRUSTEES OF THE SHAWNEE AIRPORT AUTHORITY, AND
THE BOARD OF TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY**

DATE		TIME	PLACE OF MEETING
<u>1/20/2026</u>	<u>Tuesday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>2/17/2026</u>	<u>Tuesday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>3/16/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>4/20/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>5/18/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>6/15/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>7/20/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>8/17/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>9/21/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>10/19/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>11/16/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>
<u>12/21/2026</u>	<u>Monday</u>	<u>6:00 p.m.</u>	<u>Commission Chambers-City Hall 16 West 9th Street, Shawnee, OK</u>

NAME: LISA LASYONE, MMC

TITLE: City Clerk

ADDRESS: P. O. Box 1448
Shawnee, OK 74802-1448

TELEPHONE: (405) 878-1604

Filed in the office of the Municipal Clerk at _____ a.m./p.m. on _____, 2025.

Signed: _____
Clerk/Deputy Clerk



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

Date: September 15, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Assistant City Manager / Dir. of Engineering
Subject: Acknowledge Change Order No. 4 for Independence Waterline Project.

Background: This change order decreases and reconciles multiple unit rate items. The changes are tied to difference in field conditions from design plans.

This change order reduces the overall contract by \$34,854 and additional itemized information is provided.

Financial Impact: Deduction of \$34,854.00 for 304-5-1040-54200; Project No. C-23-02

Attachments: Change Order 4 - Final

Staff Recommendation: Approval of the item

CONTRACT CHANGE ORDER

Change Order Number: #4 - Final Reconciliation
 Date: August 1, 2025
 Bid Number: ARP-23-0092-G

Project Name: Independence Avenue Waterline Improvements

Contractor: Circle B Underground LLC
 Address: PO Box 868
 Bristow, Oklahoma 74010
 Phone: 405-760-3922
 Fax:

Engineer: Cowan Group Engineering
 Address: 7100 N. Classen, Suite 500
 OKC, OK 73116
 Phone: 405-463-3369
 Fax:

Owner (Grantor): City of Shawnee
 Address: 16 W 9th Street
 Shawnee, Oklahoma 74801
 Phone: 405-273-1960
 Fax:

THE FOLLOWING CHANGES ARE HEREBY AMENDED INTO THE CONTRACT PLANS AND SPECIFICATIONS:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT QUANTITY	AMENDED QUANTITY	COST
Base Bid Item No.						
7	12" HDPE DR-11 WATERLINE (HDD)	LF	\$134.00	3799.00	3,830	\$4,154.00
8	6" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$89.00	0.00	155	\$13,795.00
9	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$84.00	133.00	153	\$1,680.00
10	12" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$124.00	161.00	30	(\$16,244.00)
11	6" GATE VALVE & BOX	EA	\$3,050.00	11.00	12	\$3,050.00
12	8" GATE VALVE & BOX	EA	\$4,611.00	1.00	3	\$9,222.00
13	12" GATE VALVE & BOX	EA	\$8,173.00	13.00	11	(\$16,346.00)
14	1" AIR RELIEF VALVE	EA	\$7,764.00	4.00	-	(\$31,056.00)
15	6"X6" TAPPING SLEEVE & VALVE W/ BOX	EA	\$8,262.00	5.00	7	\$16,524.00
21	12"X6" TEE	EA	\$1,875.00	10.00	11	\$1,875.00
22	12"X22 1/2" BEND	EA	\$568.00	12.00	6	(\$3,408.00)
23	12"X45° BEND	EA	\$1,479.00	2.00	4	\$2,958.00
24	12"X90° BEND	EA	\$1,439.00	1.00	2	\$1,439.00
25	12"X8" REDUCER	EA	\$899.00	1.00	2	\$899.00
27	8"X6" TEE	EA	\$1,284.00	0.00	3	\$3,852.00
28	8"X90° BEND	EA	\$591.00	1.00	11	\$5,910.00
30	8" CAP	EA	\$573.00	0.00	4	\$2,292.00
31	6"X90° BEND	EA	\$413.00	6.00	2	(\$1,652.00)
33	WATER SERVICE RECONNECTION (SHORT)	EA	\$1,506.00	11.00	12.00	\$1,506.00
34	WATER SERVICE RECONNECTION (LONG)	EA	\$2,473.00	11.00	15.00	\$9,892.00
35	LEAD SERVICE REPLACEMENT (SHORT)	EA	\$1,662.00	1.00	0.00	(\$1,662.00)
36	LEAD SERVICE REPLACEMENT (LONG)	EA	\$2,607.00	1.00	0.00	(\$2,607.00)
37	REMOVE & REPLACE CONCRETE PAVEMENT	SY	\$79.00	10.00	4.00	(\$474.00)
38	REMOVE & REPLACE CONCRETE DRIVE	SY	\$84.00	60.00	12.00	(\$4,032.00)
39	REMOVE & REPLACE ASPHALT PAVEMENT	SY	\$95.00	100.00	3.00	(\$9,215.00)
41	REMOVE & REPLACE INLET STRUCTURE	EA	\$5,250.00	1.00	0.00	(\$5,250.00)
Add Alternate 1 Item No.						
5	8" HDPE DR-11 WATERLINE (BORE)	LF	\$85.00	108.00	87.00	(\$1,785.00)
7	8" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$89.00	92.00	54.00	(\$3,382.00)
8	12" HDPE DR-11 WATERLINE (TRENCHING)	LF	\$123.00	27.00	0.00	(\$3,321.00)
11	12" GATE VALVE & BOX	EA	\$8,225.00	2.00	0.00	(\$16,450.00)
13	HDPE WALL ANCHOR	EA	\$1,076.00	4.00	1.00	(\$3,228.00)
15	12"X22 1/2" BEND	EA	\$988.00	2.00	0.00	(\$1,976.00)
16	8" X90° BEND	EA	\$591.00	1.00	0.00	(\$591.00)
17	REMOVE & REPLACE ASPHALT PAVEMENT	SY	\$95.00	61.00	0.00	(\$5,795.00)
18	REMOVE & REPLACE CONCRETE SIDEWALK	SY	\$74.00	10.00	0.00	(\$740.00)
Add Alternate 2 Item No.						
5	8" HDPE DR-11 WATERLINE (HDD)	LF	\$84.00	1161.00	1125.00	(\$3,024.00)
8	8" GATE VALVE & BOX	EA	\$2,564.00	2.00	0.00	(\$5,128.00)
9	12"x8" TAPPING SLEEVE & VALVE W/BOX	EA	\$5,906.00	0.00	1.00	\$5,906.00
12	8" X 11 1/4" BEND	EA	\$171.00	6.00	1.00	(\$855.00)
13	8"X22 1/2° BEND	EA	\$171.00	1.00	2.00	\$171.00
17	REMOVE & REPLACE CONCRETE PAVEMENT	SY	\$79.00	33.00	0.00	(\$2,607.00)
18	REMOVE & REPLACE CONCRETE DRIVE	SY	\$84.00	20.00	0.00	(\$1,680.00)

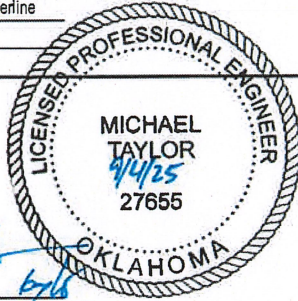
CONTRACT CHANGE ORDER

New Item No.						
CO 4.1	6" X45° BEND	EA	\$413.00	0.00	13.00	\$5,369.00
CO 4.2	SOLID SLAB SOD	SY	\$12.00	0.00	1430.00	\$17,160.00
						Net Change Order Amount (\$34,854.00)
						Original Contract Amount \$1,783,762.00
						Total of Previous Change Order(s) (\$32,913.10)
						Total Contract Amount To Date \$1,715,994.90

Amendment	(\$57,383.00)	-3.2%		
New Items	\$22,529.00	1.3%		
This Change Order	(\$34,854.00)		Extend Contract Time by	0 Days

Justification:	Quantity changes in response to field conditions and additional waterline connections.
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Change Order Number: #4 - Final Reconciliation
 Date: August 1, 2025
 Bid Number: ARP-23-0092-G
 Project Name: Independence Avenue Waterline



RECOMMENDED: Michael Taylor
 Engineer Signature

BY: Michael Taylor, P.E.
 Printed Name

ACCEPTED: Isaac Bell
 Contractor Signature

BY: Isaac Bell
 Printed Name

APPROVED: Mark Simpson
 Owner Signature

BY: Mark Simpson
 Printed Name

Cowan Group Engineering
 Engineer
 Project Manager
 Title
 9/4/25
 Date

Circle B Underground LLC
 Contractor
 Operations Manager
 Title
 8/29/2025
 Date

City of Shawnee
 Owner
 City Manager
 Title
 9-11-25
 Date



City Attorney Department
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: September 15, 2025
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Subject: Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that establishes and provides compensation of the City Manager pursuant to Article V, Section 3 of the City Charter.

Background: On August 18, 2025, the City Commission offered Mark Simpson the position of City Manager. This appointment is provided for in Article IV, Section 5 of the City Charter. Article V, Section 3 of the City Charter, stipulates that the agreed-upon salary shall be fixed and recited by resolution.

Financial Impact: As budgeted.

Attachments: CM Compensation Resolution - MS

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT ESTABLISHES AND PROVIDES COMPENSATION OF THE CITY MANAGER PURSUANT TO ARTICLE V, SECTION 3 OF THE CITY CHARTER.

WHEREAS, the City Commission has offered Mark Simpson the position of City Manager effective August 18, 2025;

WHEREAS, the appointment of City Manager is provided for in Article IV, Section 5 of the City Charter;

WHEREAS, Article V, Section 3 of the City Charter, provides that the salary as may be agreed upon and fixed by the Board of Commissioners, shall be fixed and recited by resolution;

AND WHEREAS, it is understood by all, and expressed herein, that Mark Simpson will be undertaking and performing the vast majority of the responsibilities, duties, and work associated with the position of City Manager;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

- A. Mark Simpson has been appointed the City Manager for the City of Shawnee, Oklahoma, effective August 18, 2025;
- B. Mark Simpson's annual salary shall be One Hundred Forty Thousand Dollars (\$140,000.00). Additionally, Simpson shall be entitled to receive any normal merit raises, COLA raises, or other wage adjustments that have accrued since January 28, 2025. Any accrued wage adjustments shall be applied retroactively to the date they were earned and shall be in addition to the One Hundred Forty Thousand Dollars (\$140,000.00) salary. Additional compensation and benefits are more specifically set out in his City Manager Agreement.

PASSED AND APPROVED this 15th day of September, 2025.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK



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

Date: September 15, 2025
To: Board of City Commissioners
From: Petya Stefanoff, Interim Community Development Director
Subject: Public hearing of a request to rezone property located at a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture District) to C-1 (Local Commercial District).
Case No. RZ03-25 | Applicant: Rickey Crain c/o Landes Engineering (*Deferred from the August 18, 2025, City Commission meeting.*)

Background: The subject property has no real address, but is designated as Parcel Number 0000-04-010-004-0-008-00 through the Pottawattomie County Assessor and lies at the northeast corner of North Bryan Avenue and East Faith Boulevard. The subject property is zoned TA (Transitional Agriculture) with similar zoning to the west across North Bryan Ave, with C-1 (Local Commercial) zoning to the south and R-1 (Low Density Residential) zoning to the north and east.

The applicant is requesting to extend the C-1 zoning from the south side of Faith Boulevard to locate a gymnasium on the property, which is currently vacant. The desired use is a form of Health Club/Recreation, and is allowed in this zoning 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. An extension of the nearby C-1 zoning would be appropriate for the area, especially given its position as a corner lot between Bryan Ave and the adjacent residential area.

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 has C-1 zoning to the south, TA to the west, and R-1 zoning to the north and east.
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- There is water, sewer, and storm sewer access along North Bryan Avenue.

- Notification for a public hearing was served.

Options:

- Approval of Case No. RZ03-25 to rezone from TA (Transitional Agriculture) to C-1 (Local Commercial) as requested by the applicant.
- Denial of the application for RZ03-25 to rezone the subject property.
- Defer Case No. RZ03-25 with a request for additional and specific information to a certain date.

The Planning Commission reviewed this item at their August 6, 2025, regular meeting and recommended approval with a vote of 4-0.

Financial Impact: None

Attachments: RZ03-25 PC to CC Record of Action, Landes Zoning Application, RZ03-25 Notice to PUBLISH, RZ03-25 OWNERS Letter, Neighbor Concerns submitted 8.12.25

Staff Recommendation: Staff recommends [following the Planning Commission's recommendation for] Approval of the request.

RECORD OF ACTION

DATE: August 4, 2025

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

=====

CASE NO: RZ03-25

REQUEST: Consideration of a request to rezone a tract of land directly west of 4308 Faith Boulevard from TA (Transitional Agriculture) to C-1 (Local Commercial).

Applicant: Rickey Crain c/o Landes Engineering

Subject Property Address: A tract of land directly west of 4308 Faith Boulevard

Legal Description: A tract of and beginning at a point 228.5 feet S02°27'42"E of the Northwest corner of the North Half of the South Half of the Northwest Quarter (NW/C, N/2, S/2, NW/4) of Section Four (4), Township Ten (10) North, Range Four (4) East of the I.M., Pottawatomie County, Oklahoma; thence S02°27'42"E a distance of 112.5 feet; thence N89°06'02"E a distance of 294 feet; thence N02°27'42"W a distance of 112.5 feet; thence S89°06'02"W a distance of 294 feet to the point of beginning.

Current Zoning: TA (Transitional Agriculture) **Requested Zoning:** C-1 (Local Commercial)

Staff Recommendation: Approval as presented.

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Planning Commission Meeting Date: August 6, 2025

PC Recommendation: Approval with Conditions.

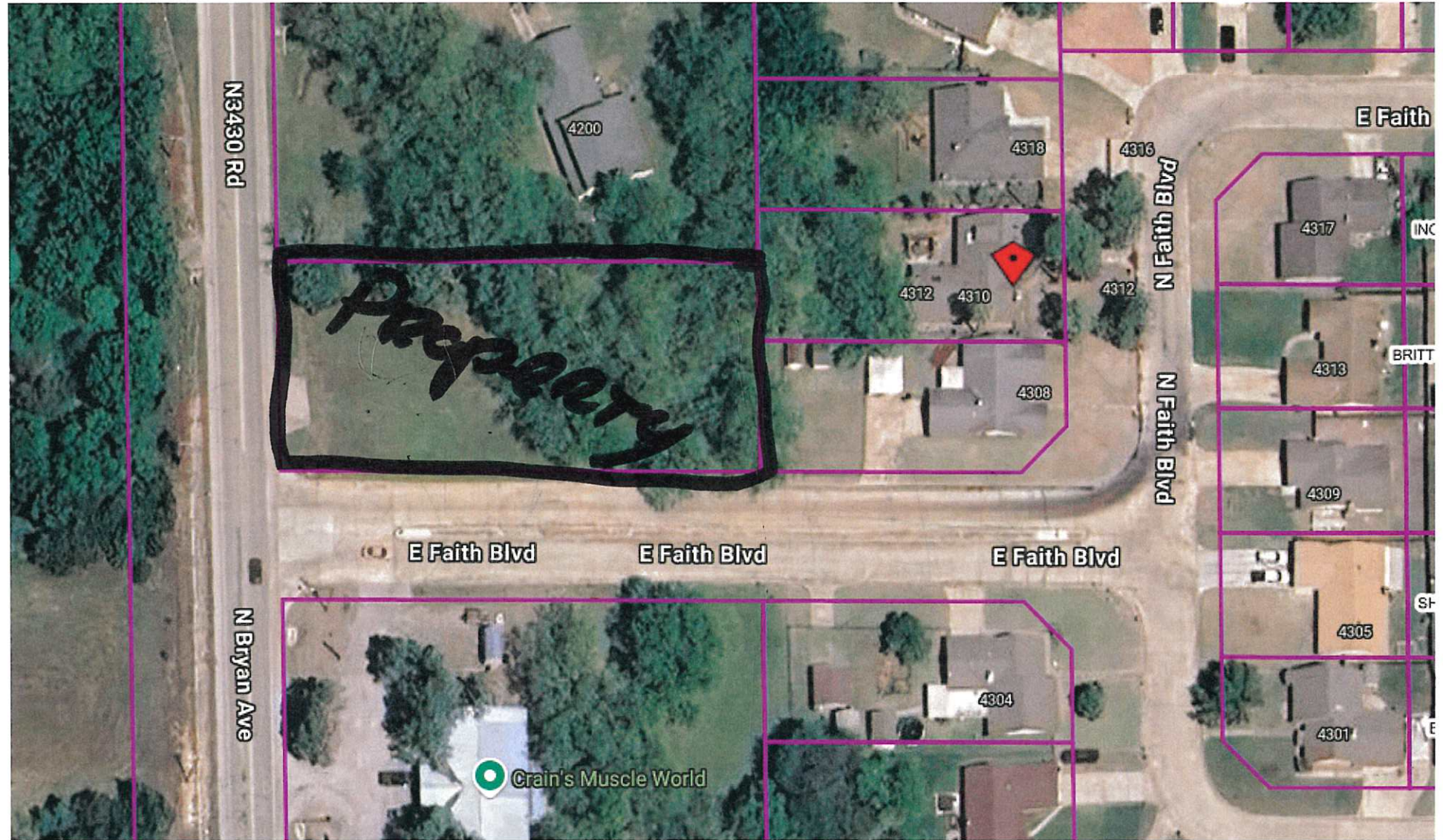
Conditions: A stormwater management plan be ready for Staff review at the time the owner/applicant submits for Building Permits.

Vote: 4 -- 0 -- 0

Members Present: 4

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER			X			
PORTER			X			
JOHNSON						
REESE	X		X			
BARRETT(CHAIR)						
HAYES		X	X			
HEMBREE						



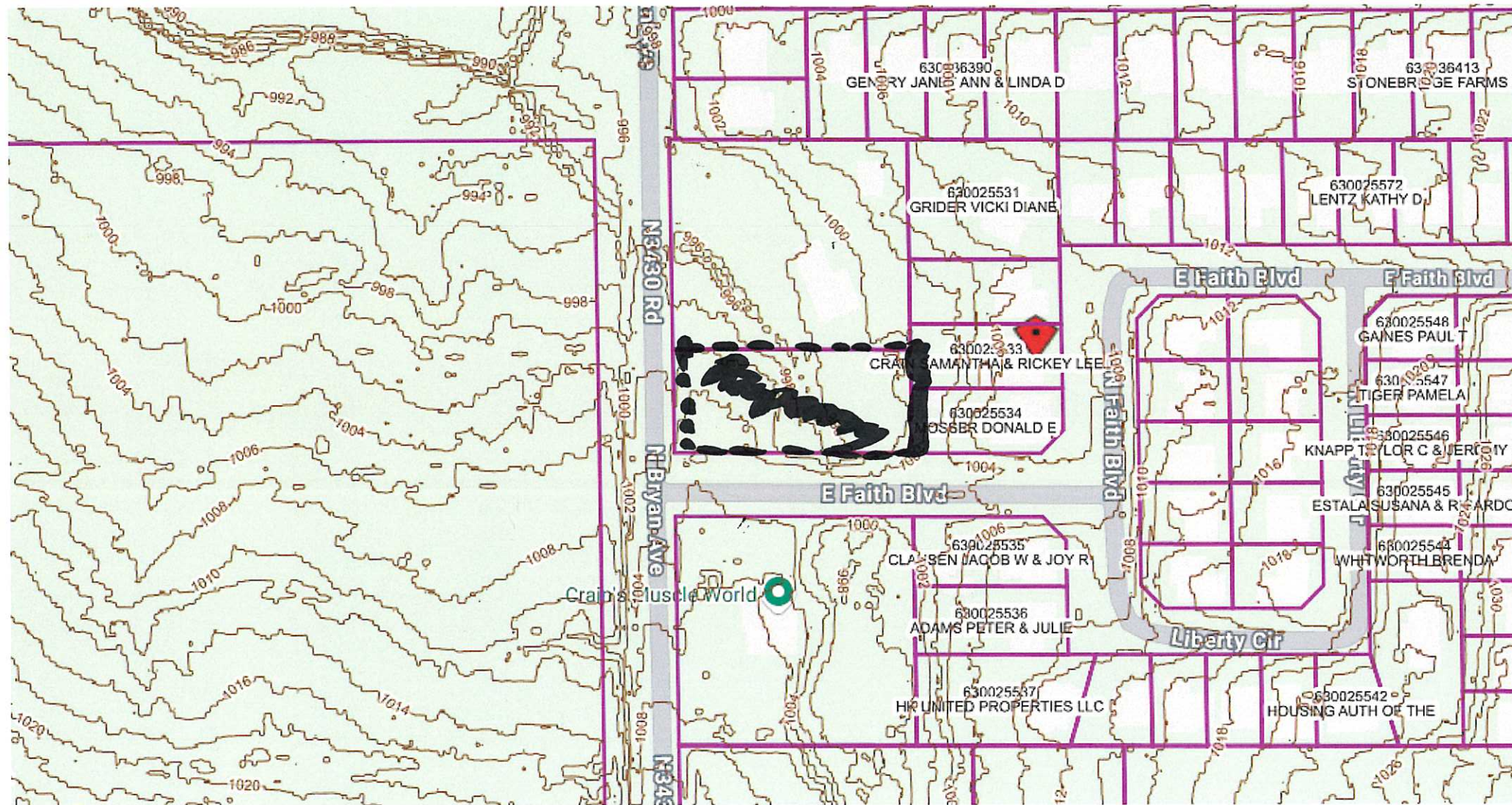


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NOTICE OF PUBLIC HEARING
Rezoning Request (RZ03-25)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on August 6, 2025, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on August 18, 2025, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a request (**RZ03-25**) to rezone from TA (Transitional Agriculture) to C-1 (Local Commercial) for the tract of land located directly to the west of the property addressed as 4308 Faith Boulevard, Shawnee, OK and described as:

A tract of and beginning at a point 228.5 feet S02°27'42"E of the Northwest corner of the North Half of the South Half of the Northwest Quarter (NW/C, N/2, S/2, NW/4) of Section Four (4), Township Ten (10) North, Range Four (4) East of the I.M., Pottawatomie County, Oklahoma; thence S02°27'42"E a distance of 112.5 feet; thence N89°06'02"E a distance of 294 feet; thence N02°27'42"W a distance of 112.5 feet; thence S89°06'02"W a distance of 294 feet to the point of beginning.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.

RZ03-25 Parcel No. 0000-04-010-004-0-008-00





PUBLIC HEARING

For more information
Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
[405-878-1665](tel:405-878-1665)

Planning Commission
August 6, 2025
City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission
August 18, 2025
City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM



RZ03-25 Parcel No. 0000-04-010-004-0-008-00

Project Information

Request: Rezone from TA (Transitional Agriculture) to C-1 (Local Commercial)

Applicant: Rickey Crain c/o Landes Engineering

Location: A tract of land directly west of 4308 Faith Blvd; Parcel No. 0000-04-010-004-0-008-00

Case #: RZ03-25



Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development Dept. at 405-878-1665 or email the Community Development Director at rian.harkins@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different. Contact the Community Development Department for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply information about the protest petition requirements.

Legal Description: RZ03-25

A tract of and beginning at a point 228.5 feet S02°27'42"E of the Northwest corner of the North Half of the South Half of the Northwest Quarter (NW/C, N/2, S/2, NW/4) of Section Four (4), Township Ten (10) North, Range Four (4) East of the I.M., Pottawatomie County, Oklahoma; thence S02°27'42"E a distance of 112.5 feet; thence N89°06'02"E a distance of 294 feet; thence N02°27'42"W a distance of 112.5 feet; thence S89°06'02"W a distance of 294 feet to the point of beginning.

Diana Hood

From: Petya Stefanoff
Sent: Tuesday, August 12, 2025 1:22 PM
To: Diana Hood
Subject: FW: [EXTERNAL EMAIL]RZ03-25

Hey Diana,
Please see the email below. Check if it is within the time limits and if it is legitimate.
Let me know. Thanks,

Petya Stefanoff, AICP, Ph.D. Candidate
Interim Community Development Director
City of Shawnee, OK
shawneeok.org
Direct (405)-878-1543

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

From: Brittney McLeod-Ueltzen <britthinton32@gmail.com>
Sent: Tuesday, August 12, 2025 12:05 PM
To: Rian Harkins <Rian.Harkins@shawneeok.org>
Subject: [EXTERNAL EMAIL]RZ03-25

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

Good Afternoon,

My husband and I have received the notice for the public hearing regarding this matter. We live at 4305 Faith Blvd.

We will be out of town, so I am sending in our written comments on this topic.

We are AGAINST this re-zoning of this section of land. People fly into our neighborhood, run the stop signs, don't yield, as it is. Not saying it is this land owners fault by any means, but with the lack of help, support, and law following already going on in our neighborhood, adding more seems as if it will only cause more issues. The gym itself doesn't do enough business to warrant any extra building or extra patrol down here.

I live right across from that stop sign and have made multiple requests to have PD watch it. People run it more often than not. The added traffic of putting another business there would cause way more issues. This community is hidden and quiet and I know we would all like to keep it that way.

I don't want to be that person, neither does my husband but there is absolutely no reason to rezone that and build something there. We can't even get the support needed to maintain the current laws.

If I need to answer any questions, or comments for you, please don't hesitate to reach out.

Thank you,
Brittney McLeod-Ueltzen

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 BEGINNING AT A POINT 228.5 FEET S02°27'42"E OF THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (NW/C, N/2, S/2, NW/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S02°27'42"E A DISTANCE OF 112.5 FEET; THENCE N89°06'02"E A DISTANCE OF 294 FEET; THENCE N02°27'42"W A DISTANCE OF 112.5 FEET; THENCE S89°06'02"W A DISTANCE OF 294 FEET TO THE POINT OF BEGINNING.
FROM ZONING CLASSIFICATION TA (TRANSITIONAL AGRICULTURAL DISTRICT) TO C-1 (LOCAL COMMERCIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 15th day of September, 2025, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification TA (Transitional Agriculture District) to C-1 (Local Commercial 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 C-1 (Local Commercial 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 BEGINNING AT A POINT 228.5 FEET S02°27'42"E OF THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER (NW/C, N/2, S/2, NW/4) OF SECTION FOUR (4), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE S02°27'42"E A DISTANCE OF 112.5 FEET; THENCE N89°06'02"E A DISTANCE OF 294 FEET; THENCE N02°27'42"W A DISTANCE OF 112.5 FEET; THENCE S89°06'02"W A DISTANCE OF 294 FEET TO THE POINT OF BEGINNING. FROM ZONING CLASSIFICATION TA (TRANSITIONAL AGRICULTURE DISTRICT) TO C-1 (LOCAL COMMERCIAL DISTRICT), AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 15th day of September, 2025.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this 15th day of September, 2025.

JOSEPH M. VORNDRAN
CITY ATTORNEY

RZ03-25
Parcel No. 0000-04-010-004-0-008-00



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

Date: September 15, 2025
To: Board of City Commissioners
From: Petya Stefanoff, Interim Community Development Director
Subject: Public hearing of a request for a Conditional Use Permit to operate a Short-Term Rental at the property addressed as 15105 Eckel Road.
Case No. CUP01-25 | Applicant: Jeff and Katie Cannon; CC Cannon, LLC

Background: The subject area, addressed as 15105 Eckel Road, is a Lake Lease with the City and located south of the intersection of Eckel Road and Homer Lane Road. The area is zoned TL (Twin Lakes), and Lake No. 1 lies to the southeast. There are approximately 8 other residences on Eckel Road.

The applicant is requesting a Conditional Use Permit for their Short-Term Rental, as required by Section 22-199.I of the Unified Development Code. Short-Term Rentals are allowed with a CUP in all zoning districts except the two Commercial zoning districts (C-1 & C-2), and the two Industrial zoning districts (I-1 & I-2).

Discussion

A Conditional Use Permit authorizes the owner or agent to use a piece of property in such a way that is not normally allowed by right in the subject zoning district. It is an avenue by which certain land uses are allowed in a given zoning district, provided the owner meets certain criteria.

Referencing the City of Shawnee Unified Development Code DIVISION 6. – Procedures. Section 22-227. – Conditional Use Permit. *"The planning commission shall review the conditional use permit and submit its report and recommendation to the effect of the proposed building or use upon the character of the neighborhood, traffic congestion, public utilities, and other matters pertaining to the general health, safety, and welfare of the public and to the city commission."*

In Section 22-197 of the Unified Development Code is Table 3.2 - Use Table. This table indicates that in the TL zoning district, a Short-Term Rental is permitted subject to acquiring a Conditional Use Permit (CUP).

The Comprehensive Plan Future Land Use Map indicates an Agriculture/Open Space land use, and the current zoning of TL (Twin Lakes) was specifically designed to enhance the experience of residents, tourists, and visitors while protecting the character and environment of the area. A Short-Term Rental use is allowed in this zoning district WITH a CUP.

Staff completed the required public notices for this request. As this parcel and everything in the surrounding 300-foot buffer radius is owned by the City, Staff instead sent mail notices to all other

addresses located along Eckel Road in an effort to comply with the intent of the public notice requirements. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper.

Findings and Facts:

- Proper notification for a public hearing was served
- Staff has no concerns regarding the location and use
- Short-Term Rental is an allowed use in TL with a CUP
- Owner/Applicant must also obtain a License to operate, and must comply with Sec. 22-199.I - Short-Term Rental to keep said license. (See Attachments)

Planning Commission recommended approval with a vote of 4-2.

Financial Impact: None

Attachments: Sec 22-199 - Short Term Rental, CUP01-25 PC to CC Record of Action, 7.28.2025 CUP application - without payment info for security

Staff Recommendation: Staff recommends APPROVAL of Case No. CUP01-25 - Conditional Use Permit for Short-Term Rental.

Sec. 22-199. Commercial use-specific regulations.

I. *Short-term rental.*

1. A short-term rental is defined as the rental of an existing or otherwise permitted dwelling unit, or any portion thereof, for not more than 30 days, where the owner is engaged in a contract for the rental of that specific dwelling unit or any portion thereof.
 - a. Application and approval of a conditional use permit is required before application of the license is approved.
 - b. An annual short-term rental license may be issued to eligible applicants by the city. A short-term rental license is a privilege that may be denied, suspended, revoked, or not renewed.
 - c. Short-term rental units shall only be utilized by those individuals who are renting said units, and then only for the purposes of overnight accommodation.
 - d. Short-term rentals shall not adversely affect the residential character of the neighborhood, nor shall the use generate noise beyond what is allowed under city code, vibration, glare, odors, or other effects that unreasonably interfere with any person's enjoyment of their residence.
 - e. A licensee or guest of a short-term rental shall not use or allow the use of sound equipment, amplified music, and musical instruments.
 - f. A licensee or guest of a short-term rental shall not violate any parking ordinances of this Code. Suitable parking based on proposed occupancy must be available on-site, and the use of street parking as the primary guest parking is not allowed.
 - g. Guest occupancy limits are established for each short-term rental.
 - h. Anyone under the age of 18 is prohibited from renting a short-term rental.
 - i. All short-term rental properties shall pay a license application fee and a license renewal fee, as noted in the city fee schedule.
 - j. All short-term rental properties shall be inspected by the city annually.
 - k. Short-term rental licenses shall not be transferrable.
 - l. No person shall offer or engage in a short-term rental in or on any part of the property not approved for residential occupancy. Examples include, but are not limited to, a vehicle or RV parked on the property, storage shed, trailer, garage, or any temporary structure such as a tent.
2. *Short-term rental, residential; license required; compliance with applicable codes.* Any fraud, material misrepresentation, or false statements contained in the attestations, required documentation, or correlating application material shall be grounds for immediate revocation of a short-term rental license. Furthermore, all requirements shall be continuously maintained throughout the duration of the permit. These requirements shall be verified as having been met through an annual inspection.
 - a. No person shall manage or operate a short-term rental without an annual license, as provided herein, issued by the community development department.
 - b. Licenses for short-term rental shall expire annually on the date the license was originally granted or immediately upon change of ownership. Licenses may be renewed annually upon filing a renewal application with the community development department.
 - c. No license shall be issued or renewed until the applicant verifies that tax permits have been issued by the State of Oklahoma and provides evidence that all applicable collection of taxes will take place or is taking place.

-
- d. No license shall be issued or renewed where taxes are delinquent and are owed by the owner or operator of the property or if the property violates any section of this Code. No renewal shall be issued for a property deemed to breach this Code until such violation is resolved through final disposition of a prosecution filed in the municipal or district court or upon certification by the building code official that the property is in compliance with applicable codes.
 - e. No short-term rental license shall be issued until a conditional use permit (CUP) has been approved by the city.
 - f. No person shall offer or engage in a short-term rental without complying with applicable building and fire codes.
 - g. Use of a short-term rental for any commercial events is prohibited. Each short-term rental shall comply with all applicable noise ordinances.
 - h. The number of occupants at any given time in a short-term rental unit shall not exceed the number of beds.
3. *Suspension, revocation; notice and appeal; complaint process.*
 - a. A license issued may be suspended or revoked by the city for failure to pay applicable sales and/or occupancy taxes due or for violation of any section of this Code or state law.
 - b. Failure to renew the short-term rental license annually will require a new license application to be submitted and charged the initial fee as described in the city fee schedule.
 - c. A resident within 300 feet of the short-term rental may file a complaint with the city if they feel the short-term rental unit is noncompliant with the provisions of this division.
 - d. No license shall be suspended or revoked until the owner has been accorded written notice of the violation(s) and administrative hearing with the city.
 - e. The decision to suspend or revoke the license may be appealed to the city commission by filing notice thereof with the city clerk within ten days of said action.
 4. *Covenants, deed restrictions; overlay requirements.* This division or any section therein is not intended to be construed in derogation of, or in conflict with, any restrictive covenant, deed restriction, or lease agreement that may be applicable. This division or section therein shall be subject to any applicable overlay district or provision thereof or any zoning restriction unique to a particular area or parcel.
 5. *Penalty.* Violation of division 3, section 22-199.l. shall be deemed a class C offense. Each day a short-term rental is operated in violation of said section shall constitute a separate offense.

RECORD OF ACTION

DATE: September 4, 2025

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

=====

CASE NO: CUP01-25

REQUEST: Public Hearing and Consideration of a request for a Conditional Use Permit to operate a Short-Term Rental at the property addressed as 15105 Eckel Road.

Applicant: Jeff and Katie Cannon; CC Cannon, LLC

Subject Property Address: 15105 Eckel Road

Legal Description: 15-10N-02E I-2SR NE

Current Zoning: TL (Twin Lakes) **Requested Zoning:** N/A

Staff Recommendation: Approval as presented.

=====

Planning Commission Meeting Date: September 3, 2025

PC Recommendation: Approval.

Conditions: None

Vote: 4 -- 2 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER		X	X			
PORTER				X		
JOHNSON			X			
REESE	X		X			
BARRETT(CHAIR)			X			
HAYES				X		
HEMBREE						

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
 Rezoning w/Conditional Use Permit
 Conditional Use Permit
 Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 15105 Eckel Rd. Shawnee, OK 74801

LEGAL DESCRIPTION: Eckel Tract Lot 12

PROPERTY OWNER (S): CC Cannon, LLC.

PROPERTY AGENT (APPLICANT): Jeff and Katie Cannon

APPLICANT'S ADDRESS: 22 W. Main St. Ste A

CITY: Shawnee **STATE:** OK **ZIP:** 74801

EMAIL ADDRESS: jeffcannon@att.net

TELEPHONE NUMBER: (405) 760-9972 **CONTACT NUMBER:** ()

DIMENSIONS OF PROPERTY: AREA: 1238 sf. WIDTH: 39
 LENGTH: 31 FRONTAGE: 180

CURRENT ZONING: residential **CURRENT USE:** _____

PROPOSED ZONING: residential **PROPOSED USE:** short-term rental

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature. COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

K Cannon
 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.:** _____

Planning Department Application Submittal Guidelines - City of Shawnee, OK

Community Development Department – 16 West 9th Street – 405-878-1672

Rezoning (RZ) – Conditional Use Permits (CUP) – Planned Unit Developments (PUD)

Applicants are strongly encouraged to speak with a member of the Planning Department staff **prior** to submitting an application. Please contact the Planning Department to schedule a time to discuss your application with a staff member. Initial meetings can be over the phone, virtual, or in-person. Follow-up phone calls and emails are welcomed.

Application packages shall be submitted to the Community Development Department **at least 30 days** prior to the Planning Commission meeting. Attached to these guidelines are a current Planning Commission meetings calendar and the corresponding due dates for application submittal.

The submittal package shall include **Application – Deed or Affidavit – Mailing List – Fees**

Application

The completed and signed application. Include the full legal description of the subject property as an electronic document typed in Microsoft Word. Incomplete or unsigned applications will not be accepted or will be returned.

Deed or Affidavit

A copy of the deed of ownership and a signed affidavit from the property owner explicitly giving permission for the public hearing for a rezoning is allowed on the subject property.

Mailing List

A mailing address list of all property owners located within a 300 foot radius of the perimeter of the subject property lines. Multi-family uses or treatment facilities rezoning requests require a radius of 1,320 feet and increased notice time. (*see next page*)

The certified list **must be obtained** from a registered, bonded abstract company or a licensed title insurance company. The cost of obtaining the list is the applicant’s responsibility.

Fees

The fees due with submittal are application and sign fees. Calls or emails to confirm are welcomed.

=====

Upon receipt, staff will review the submittal and contact the applicant with any questions.

In compliance with Oklahoma State Statute the notifications of a public hearing must be mailed, published, and posted not less than 20 days prior to the public hearing meeting date

- A notification of a public hearing shall be mailed to all property owners located within a 300 foot radius of the perimeter of the subject property lines. City staff will generate and mail the notification letters.
- A legal notice of a public hearing shall be published in a newspaper of general circulation in Shawnee. City staff will arrange for the publication.
- A sign announcing a public hearing shall be posted on the subject property by the City.

- The Planning Commission will hold a public hearing to review the rezoning/CUP/PUD request. The Planning Commission is a recommending body, so a recommendation of approval, approval with conditions, or denial will be forwarded with the application to the City Commission for review.
 - While not required, the applicant or a knowledgeable representative should plan to attend and speak at the public hearing. Legal representation is not needed.
- The City Commission will hold a public hearing and review the rezoning/CUP/PUD request along with the Planning Commission's recommendation. If you do not attend the meeting, you may contact the Planning Department after the City Commission meeting for the final decision. The City Commission typically meets the third Mondays of each month at 6:00 p.m.

=====

- When a rezoning request is for multi-family or treatment facilities, and similar facilities
 - 11 O.S. 43-106 – “ In addition to the notice required in this subsection, if the zoning change requested permits the use of treatment facilities, multiple family facilities, transitional living facilities, halfway houses and any housing or facility that may be used for medical or nonmedical detoxification as these terms are defined pursuant to Section 3-403 of Title 43A of the Oklahoma Statutes, the entity proposing the zoning change shall mail a written notice within thirty (30) days of the hearing to all real property owners within one-quarter (1/4) of a mile where the area to be affected is located...”
 - ❖ This additional notification time will affect the due date for application submittal. The typical due date is 30-days prior to the scheduled Planning Commission meeting you wish to attend. For the uses listed pursuant to 11 O.S. 43-106, the submittal due date may be 60-days prior to the public hearing meeting. Community Development staff will confirm an application due date on a case-by-case basis.

Planning Applications Submittal Checklist

- Meeting with Community Development Department staff member
- Application – completed and signed
- Electronic Copy of Legal Description
- Certified list of property owners' addresses obtained from a licensed abstract or title company
- Deed or Affidavit – proof of ownership or signed permission for land use change application
- Fees – The cost of the application and applicable fees are due at the time of submittal.

Parcel:
As of: 7/23/2025

Pottawatomie County Report

ID: 630056207

Property Owner

Name: CC CANNON, LLC

Property Information

Physical Address: 15105 ECKEL RD

Mailing Address: 22 W MAIN
SUITE A
SHAWNEE, OK 74801-
Type: (RI) Res. Improv.
Tax Dist: (204) I2 Shawnee
Size (Acres): 0.000
Extended Legal: ECKEL TRACT LOT 12

Subdivision:
Block / Lot: N/A / N/A
S-T-R: 0-0N-0E

Market and Assessed Values:

Taxes:

	Fair Cash	Taxable Fair Cash	Full Assessed (12.00% Market Value)
Land:	\$0	\$0	\$0
Building:	60,607	57,456	6,895
Total:	\$60,607	\$57,456	\$6,895

Estimated Taxes: \$753
Homestead Credit: \$0

Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.

Land:

Land Use	Size	Units
LOT AREA		

Pottawatomie County Report

Details for Residential Card 1:

Occupancy	Story	Construction	Total Liv	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame, Siding, Wood	1,238	2	1970	56	Fair + 5	3

Exterior Wall: Frame, Siding,
Heat / Cool: Central

Roof Cover: Metal, Formed Seams
Year Remodeled:

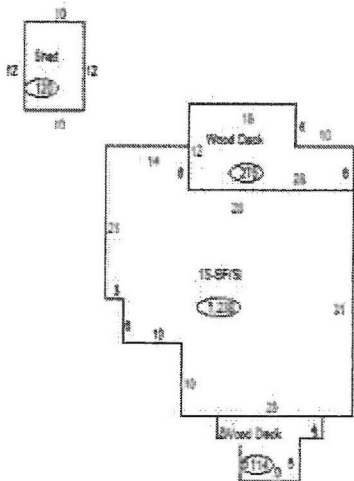
Base Structure:

Item	Label	Description	Area
1	Wood Deck - Covered	Wood Deck - Covered	276
2	Wood Deck - Covered	Wood Deck - Covered	114
3	Shed - Small	Shed - Small	120
4	Wood Burning Stove	Wood Burning Stove	1

Outbuildings and Yard Improvements:

Item	Size/Dim	Quality	Age
Wood Deck - Covered	276		
Wood Deck - Covered	114		
Shed - Small	120		
Wood Burning Stove	1		

Sketches



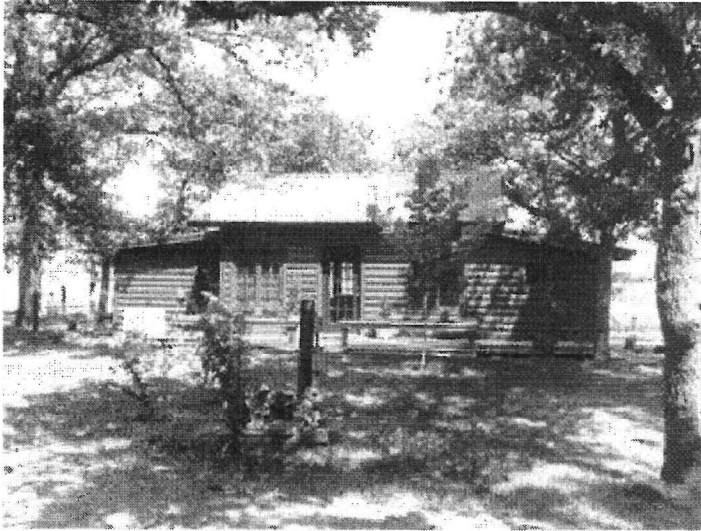
Parcel:

As of: 7/23/2025

Pottawatomie County Report

ID: 630056207

Photos

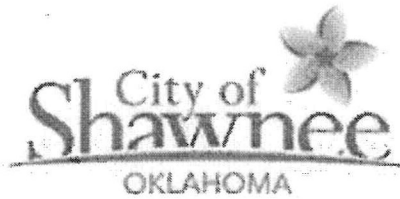


Map:



Map unavailable
for this parcel.

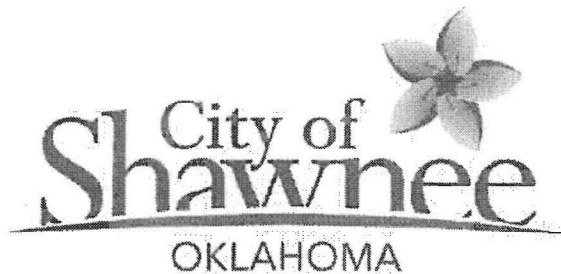
Community
Development
Department



222 N Broadway
Shawnee, OK
74801
405-878-1666

**SHAWNEE TWIN LAKES CABIN SITE LEASES
SUMMARY / INSPECTION REPORT – FOR RENEWLS / TRANSFERS**

Date: 9/13/2021	License No. 5184
Type	<input type="checkbox"/> Renewal <input checked="" type="checkbox"/> Transfer
Commission Meeting Date	09/20/2021
Property Address	15105 Eckel Rd
Lake Site Location	Eckel Tract Lot 12
Lease Dates	09/20/2021 - 09/20/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lessee (Transfer To)	
Name(s)	CC Cannon, LLC
Address	22 W Main, Suite A, Shawnee, OK 74801
Phone	405.760.9972
Current Lessee (Transfer From)	
Name(s)	Cannon Revocable Living Trust
Address	15105 Eckel Rd, Shawnee, OK 74801
Phone	
Inspection Information	
Inspection Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DEQ Report on File	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Septic	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Aerobic
Last Inspected/Pumped	05/18/2018
Miscellaneous Comments:	Transfer Fee \$1000.00 Inspection Fee \$75.00 Lease \$746.00
Fees Collected	Check 2194, \$1821.00, R#619



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 5184 TRACT NAME Eckel LOT # 12

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/20/2022 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CC CANNON, LLC,
22 W MAIN, SUITE A
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$746.00 dollars for 2021, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

15105 ECKEL RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

K Cannon
PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

ATTEST:

CITY CLERK

Firestorm, LLC
 6114 US Hwy 177
 Shawnee, OK 74804
 +1 4052271381
 Firestormseptics@gmail.com



INVOICE

BILL TO
 Jeff Cannon
 15109 Eckel Rd
 Shawnee, OK 74801

INVOICE # 7087
DATE 07/28/2025
DUE DATE 07/28/2025
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
Pump Traditional Septic 15105 Eckel Rd pump out	1	300.00	300.00

pump out address is 15105 Eckel Rd. Shawnee, Ok 74801

PAID

PAYMENT 300.00
 BALANCE DUE **\$0.00**



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

Date: September 15, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Assistant City Manager / Director of Engineering
Subject: Consideration of a request to reduce the speed limit on North Kickapoo Avenue from Westech Road to Garrett's Lake Road from 45 mph to 35 mph, and to establish 4-way stop intersections at both North Kickapoo and Wolverine Road, and North Kickapoo and Garrett's Lake Road.

Background: City staff has reviewed traffic conditions along this corridor and identified safety concerns related to both speed and intersection control. North Kickapoo currently functions as a collector roadway in this area, serving a mix of residential neighborhoods, school traffic, commuters and industrial users.

Recent and ongoing subdivision developments in this corridor are generating additional traffic volumes, particularly during peak hours. The North Rock Creek school campus also contributes to increased daily traffic, adding to overall roadway demand. In addition, continued industrial development in the Wolverine Road area has introduced heavier truck traffic and increased turning movements, further elevating the need for improved intersection control.

The intersections at Wolverine Road and Garrett's Lake Road experience turning movements and cross-traffic that are not sufficiently mitigated under current two-way stop control. Staff has also received multiple citizen requests for these safety improvements to be considered by the City Commission. Establishing 4-way stops at these locations, together with a reduced speed throughout a portion of the corridor, will speak directly to these concerns and improve overall safety along North Kickapoo Avenue.

Financial Impact: N/A

Attachments:

Staff Recommendation: Approval of the item.



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

Date: September 15, 2025
To: Board of City Commissioners
From: Seth Barkhimer, Assistant City Manager / Director of Engineering
Subject: Consideration of an amendment to a contract with Downey Contracting, LLC to provide Construction Manager at Risk Services for the Shawnee Animal Shelter Project.

Background: In June of 2024, the City entered into a contract for Construction Manager at Risk (CMAR) services for the Shawnee Animal Shelter project. As the City Commission is aware, CMAR is a delivery method that involves a commitment by the Construction Manager to deliver the project within a Guaranteed Maximum Price (GMP). The CMAR provides professional services and acts as a consultant to the City during the design development and construction phases.

City staff is pleased to report that the design stages of the project are complete and Downey has submitted a GMP for an amendment of their originally negotiated reconstruction contract. This amendment will cover the total cost of construction, as well as Downey's consulting fees. The GMP is \$1,478,239.00.

This project was identified in the City of Shawnee's Capital Improvement Plan (CIP) with a budget of \$1.5 million. Staff has been actively involved in the design, bidding, and budgetary processes, and has reviewed the GMP submittal. City staff recommends approval of the amendment.

Financial Impact: \$1,478,239.00; from 301-5-0640-54200; Proj. No. 24-0640-01

Attachments: AIA A133-2019 Exhibit A - Guaranteed Maximum Price Amendment, AIA Doc A133-2019 - Downey Contract

Staff Recommendation: Approval of the item



AIA Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated 4th day of September in the year 2025 is incorporated into the accompanying modified AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 4th day of September in the year 2025 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT:**

(Name and address or location)

Shawnee Animal Shelter
10201 N. Kickapoo St.
Shawnee, OK 74801

THE OWNER:

(Name, legal status, and address)

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

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Downey Contracting, L.L.C.
3217 NE 63rd Street
Oklahoma, OK 73121

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum is the sum of the Cost of the Work (as that term is defined in Article 7 of the Agreement), the Construction Fee, and General Conditions and the amount of Contingency used, as each is defined in the Contract Documents.

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

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

init.

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User Notes:

(1852851796)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million, Four-Hundred and Seventy Eight Thousand, Two-Hundred Thirty-Nine Dollars (\$1,478,239.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including: allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 6.2 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment B

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 1: Asphalt in lieu of Gravel Parking Lot	\$42,900.00	Pending Final Budget and Contingency Allowance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1-A Drilled Pier Add	LF	\$60.00
1-B Drilled Prier Deduct	LF	\$5.00

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of the Owner's execution of this Amendment.

Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment by the Owner.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than 240 calendar days from the date of commencement of

the Work. By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work (Milestone Dates), the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

N/A

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Condition of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment)

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
G110-E701	City of Shawnee Animal Shelter 100% Plans	5/17/2025

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective, the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other Identifying information:

§ A.3.1.5 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each allowance.)

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is base upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendments.)

Attachment B

ARTICAL A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professional, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement enter into as of the day and year written above.

OWNER *(Signature)*

CONSTRUCTON MANAGER *(Signature)*

Brandon Downey, Manager

(Printed name and title)

(Printed name and title)

Init.

Attachment 'B' - Itemized Statement of the Guaranteed Maximum Price

Bid Date: August 29, 2025

Div	DESCRIPTION	QTY	Unit	MATERIAL	LABOR	EQUIP	SUB	TOTAL	
	General Conditions		0	88,693	64,170	3,500	10,000	166,363	
Division 02 - Existing Conditions									
	BID PACKAGE 2A EARTHWORK	1	sub				155,536	155,536	
	BID PACKAGE 2B PAVING AND SIDEWALKS	1	sub				0	0	
	BID PACKAGE 2C TERMITE CONTROL	1	sub				1,000	1,000	
Division 03 - Concrete									
	BID PACKAGE 3A CONCRETE	1	sub				125,000	125,000	
Division 6 - Wood, Plastics, Composites									
	BID PACKAGE 6A GENERAL TRADES	1	sub				6,900	6,900	
	Millwork	1	sub				7,500	7,500	
Division 8 - Openings									
	BID PACKAGE 8A HOLLOW METAL, WOOD DOORS, HARDW/	1	LS				44,900	44,900	
	BID PACKAGE 8B OVERHEAD DOORS	1	sub				15,948	15,948	
Division 9 - Finishes									
	BID PACKAGE 9A DRYWALL	1	sub				49,299	49,299	
	BID PACKAGE 9B TILE	1	sub				2,600	2,600	
	BID PACKAGE 9C PAINTING	1	sub				0	0	
Division 10 - Specialties									
	Signage	1	ls				1,500	1,500	
	Toilet Accessories and Fire Extinguishers	1	ls	3,500				3,500	
Division 11 - Equipment									
	BID PACKAGE 11A KENNELS	1	sub				186,300	186,300	
Division 13 - Special Construction									
	BID PACKAGE 13A METAL BUILDING	1	sub				101,470	101,470	
	BID PACKAGE 13B ERECTION	1	sub				40,000	40,000	
Division 22 & 23 - Plumbing and HVAC									
Div 22/23	BID PACKAGE 15A PLUMBING AND SITE UTILITIES	1	sub				65,000	65,000	
	BID PACKAGE 15B HVAC	1	sub				154,345	154,345	
	BID PACKAGE 15C SEPTIC						9,373	9,373	
Division 26, 27 & 28 - Electrical									
	BID PACKAGE 16A ELECTRICAL	1	sub				49,500	49,500	
Division 32 - Exterior Improvements									
	Sod	1	sub				10,000	10,000	
	Fence and Gates	1	sub				15,000	15,000	
TOTALS				92,193	64,170	3,500	1,051,171	1,211,033	
							Labor Burden	26%	16,684
							Sales Tax (Exempt)		2,500
							Subtotal		1,230,217
							CM FEE	10.00%	123,022
							Subtotal		1,353,239
							Allowance: Contingency		100,000
							Preconstruction Services Contract		25,000
TOTAL GUARANTEED MAXIMUM PRICE								\$1,478,239	

 **AIA**® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 29th day of May in the year 2024
(In words, indicate day, month, and year.)

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

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

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

Downey Contracting, LLC
3217 NE 63rd Street
Oklahoma City, OK 73121

for the following Project:
(Name, location, and detailed description)

Shawnee Animal Shelter – Construction Manager at Risk (CMAR)
Shawnee, OK 74801

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

TAP Architecture
415 N. Broadway Avenue
Oklahoma City, OK 73102

The Owner and Construction Manager agree as follows.

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

| Not Applicable

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

| 5,000 SF New Animal Shelter

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

| To Be Determined

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

To Be Determined

.2 Construction commencement date:

To Be Determined

.3 Substantial Completion date or dates:

To Be Determined

.4 Other milestone dates:

To Be Determined

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

To Be Determined

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Construction of a New Animal Shelter

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

Not Applicable

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Seth Barkhimer
Director of Engineering
City of Shawnee
222 N. Broadway Ave.
Shawnee, OK 74801

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Not Applicable

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To Be Determined

.2 Civil Engineer:

To Be Determined

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Chris Teehee
Senior Project Manager
415 N. Broadway Avenue
Oklahoma City, OK 73102

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Day Zimbelman
Project Manager
3217 NE 63rd Street
Oklahoma City, OK 73121

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

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§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant

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or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Preliminary Estimating at 35%, 65%, and 95% Design Development Drawings, Attend Preconstruction and Design Meetings, Prepare Bid Packages and Advertise and Solicitation for Subcontractor and Supplier Bids to Meet Title 61 Requirements, Preliminary Scheduling, Assisting Owner with Budgeting and Value Engineering as Needed.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

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§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The

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written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

1 Lump Sum \$25,000.00 – Preconstruction Phase Services Only

Amendment for Final Contract Price To Be Determined Upon Approval of Guaranteed Maximum Price (GMP)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Not Applicable

Individual or Position

Rate

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§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Legal Prime Rate

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

10%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

10%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

15%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the

Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Not Applicable

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§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

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§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and,

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subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

One Calendar Month for Each Periodic Application for Payment

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% (Five Percent)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

None

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Retainage Reduction to 2.5% Upon 50% Completion of The Work

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Legal Prime Rate

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not Applicable

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Int.

- Arbitration pursuant to Article 15 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager’s Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been

Init.

terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Costs of Work To Date Plus 10% Fee

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than See Insurance Certificate (\$ See Insurance Certificate) for each occurrence and See Insurance Certificate (\$ See Insurance Certificate) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than See Insurance Certificate (\$ See Insurance Certificate) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than See Insurance Certificate (\$ See Insurance Certificate) each accident, See Insurance Certificate (\$ See Insurance Certificate) each employee, and See Insurance Certificate (\$ See Insurance Certificate) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than See Insurance Certificate (\$ See Insurance Certificate) per claim and See Insurance Certificate (\$ See Insurance Certificate) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
See Insurance Certificate	See Insurance Certificate

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 14.5 Other provisions:

Not Applicable

ARTICLE 15 SCOPE OF THE AGREEMENT

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

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

Not Applicable

- .6 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)


Supplementary and other Conditions of the Contract:


Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

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


OWNER (Signature)
Andrea Weckmüller-Behringer, City Manager
(Printed name and title)


CONSTRUCTION MANAGER (Signature)
Brandon Downey, Manager
(Printed name and title)



Init.

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:27:42 ET on 05/30/2024.

PAGE 1

AGREEMENT made as of the 29th day of May in the year 2024

...

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

...

Downey Contracting, LLC
3217 NE 63rd Street
Oklahoma City, OK 73121

...

Shawnee Animal Shelter – Construction Manager at Risk (CMAR)
Shawnee, OK 74801

...

TAP Architecture
415 N. Broadway Avenue
Oklahoma City, OK 73102
PAGE 2

Not Applicable

...

5,000 SF New Animal Shelter

...

To Be Determined
PAGE 3

To Be Determined

...

To Be Determined

...

To Be Determined

...

To Be Determined

...

To Be Determined

...

Construction of a New Animal Shelter

...

Not Applicable

...

Seth Barkhimer
Director of Engineering
City of Shawnee
222 N. Broadway Ave.
Shawnee, OK 74801

...

Not Applicable
PAGE 4

To Be Determined

...

To Be Determined

...

Chris Teehee
Senior Project Manager
415 N. Broadway Avenue
Oklahoma City, OK 73102

...

Day Zimbelman
Project Manager
3217 NE 63rd Street
Oklahoma City, OK 73121
PAGE 7

Preliminary Estimating at 35%, 65%, and 95% Design Development Drawings, Attend Preconstruction and Design Meetings, Prepare Bid Packages and Advertise and Solicitation for Subcontractor and Supplier Bids to Meet Title 61 Requirements, Preliminary Scheduling, Assisting Owner with Budgeting and Value Engineering as Needed.

PAGE 10

1 Lump Sum \$25,000.00 – Preconstruction Phase Services Only
Amendment for Final Contract Price To Be Determined Upon Approval of Guaranteed Maximum Price (GMP)

...

Not Applicable

PAGE 11

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

%—Legal Prime Rate

...

10%

...

10%

...

15%

...

None

...

None

PAGE 12

Not Applicable

PAGE 16

One Calendar Month for Each Periodic Application for Payment

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 25th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

PAGE 17

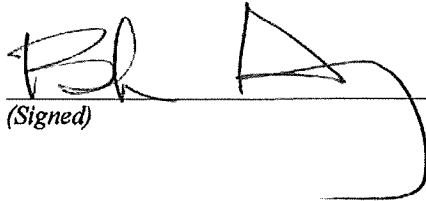
5% (Five Percent)

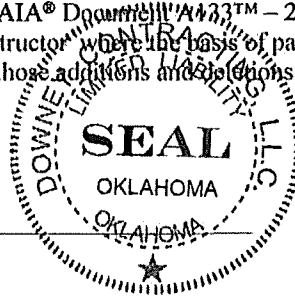
PAGE 18

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:27:42 ET on 05/30/2024 under Order No. 2114536962 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document D401™ – 2003, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)



Manager
(Title)

June 14, 2024
(Dated)



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

Date: September 15, 2025
To: Board of City Commissioners
From: Diana Hood, City Planner
Subject: Consideration of a request for a Final Plat for Shawnee Twin Lakes, Lake No. 1, Phase 3.
Case No. FPL03-25 | 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.

Findings and Facts

- Staff has reviewed the document and finds it sufficient, including the City Engineer and the Fire Marshal.
- Public Notice is not required for a Final Plat.

Options:

- Approve Case No. FPL03-25, Final Plat for Shawnee Twin Lakes - No. 1, Phase 3 as presented.
- Denial of Case No. FPL03-25, Final Plat for Shawnee Twin Lakes - No. 1, Phase 3.
- Deferral of Case No. FPL03-25 with a request for additional and specific information to a certain date.

Planning Commission recommended approval with a vote of 6-0.

Financial Impact: None

Attachments: FPL03-25 PC to CC Record of Action, 26169742-Shawnee Twin Lakes - Lake No. 1, Phase 3 - FINAL PLAT

Staff Recommendation: Staff recommends approval of the request.

RECORD OF ACTION

DATE: September 4, 2025

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Diana Hood, City Planner

SUBJECT: **Record of Action by Planning Commission**

=====

CASE NO: FPL03-25

REQUEST: Consideration of a request for a Final Plat for Shawnee Twin Lakes, Lake No. 1, Phase 3.

Applicant: City of Shawnee

Subject Property Address: See Attachments

Legal Description: See Attachments

Current Zoning: TL (Twin Lakes) **Requested Zoning:** N/A

Staff Recommendation: Approval as presented.

=====

Planning Commission Meeting Date: September 3, 2025

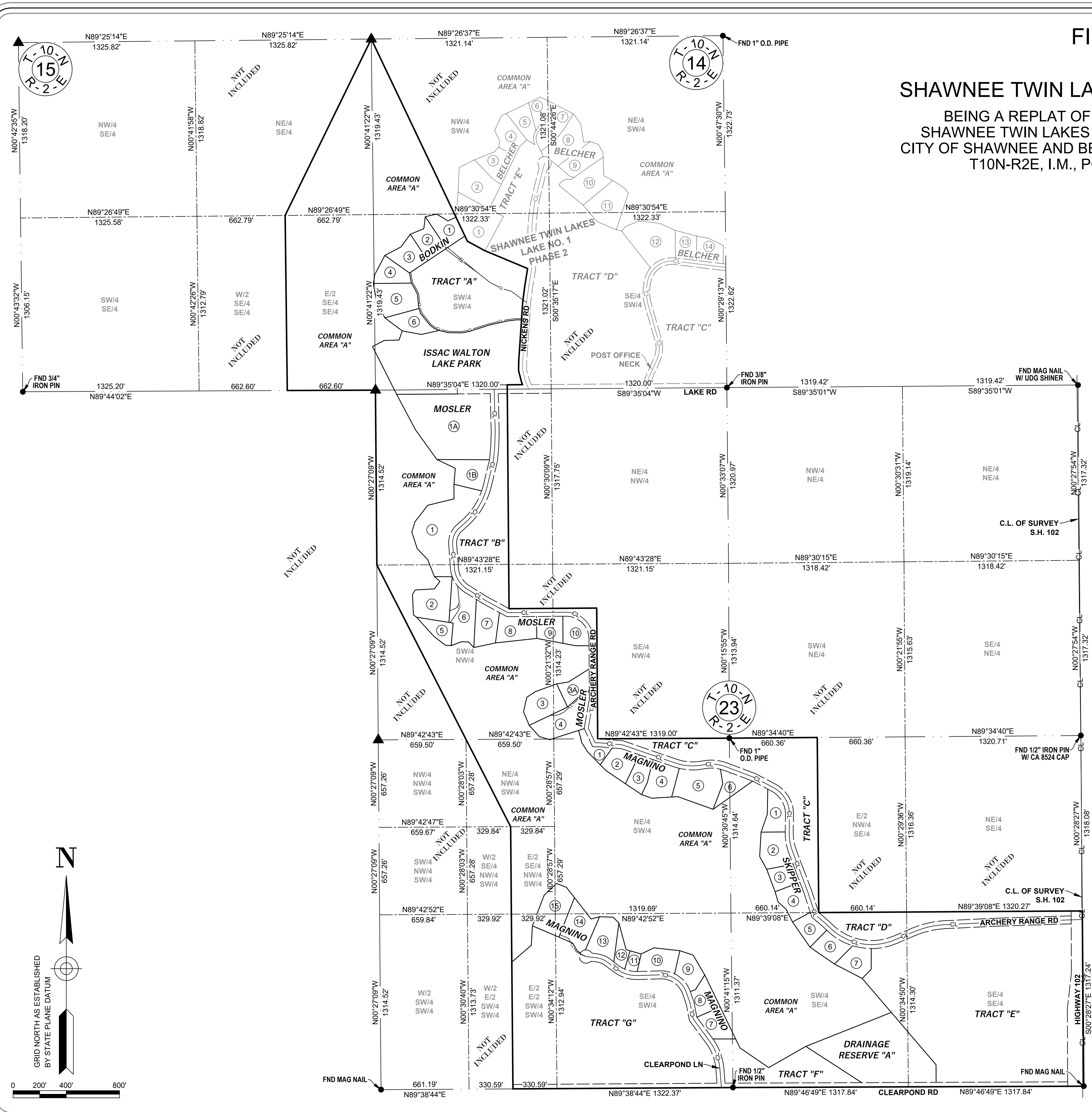
PC Recommendation: Approval.

Conditions: None

Vote: 6 -- 0 -- 0

Members Present: 6

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
ALEXANDER		X	X			
PORTER			X			
JOHNSON	X		X			
REESE			X			
BARRETT(CHAIR)			X			
HAYES			X			
HEMBREE						



FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3

BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE AND BEING A PART OF SECTIONS 14, 15 & 23
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

- NOTES**
1. THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THIS FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
 2. EXTERIOR SUBDIVISION CORNERS, LOT CORNERS, R/W CORNERS, AND CENTERLINE MONUMENTS SHALL BE EITHER A 1/2" IRON PIN W/ PLASTIC CAP STAMPED "ELEVATION CA 8524" OR A MAG NAIL WITH SHINER STAMPED "ELEVATION CA 8524", UNLESS OTHERWISE NOTED.
 3. MAINTENANCE OF ALL COMMON AREAS AND RIGHT-OF-WAYS ARE THE RESPONSIBILITY OF THE CITY OF SHAWNEE.
 4. MAINTENANCE OF ALL ACCESS EASEMENTS ARE THE RESPONSIBILITY OF THE LESSEE(S) OF THE LOT(S) THE ACCESS EASEMENT IS SERVING.
 5. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENTS, NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE COMMON AREAS OR RIGHT-OF-WAYS.
 6. EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENT, NO STRUCTURES SHALL BE PLACED WITHIN THE BUFFER AREA.
 7. THE EDGES OF THE EASEMENTS AND RIGHT-OF-WAY LINES SHALL EXTEND TO AND/OR TERMINATE AT THE APPLICABLE LOT, PROPERTY, AND/OR RIGHT-OF-WAY LINES.
 8. ALL EASEMENT DIMENSIONS ARE TO THE CENTERLINE OF THE EASEMENT.

LEGEND

SECTION LINE	---	R/W = PUBLIC RIGHT-OF-WAY
QUARTER SECTION LINE	---	A/E = PRIVATE ACCESS EASEMENT
ALIQUOT SECTION LINE	---	U/E = PUBLIC UTILITY EASEMENT
EXISTING SUBDIVISION LOT LINE	---	O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT
CENTERLINE OF ROADWAY/DRIVE	CL	U/U/E = PRIVATE UNDERGROUND UTILITY EASEMENT
SUBJECT PROPERTY LINE	---	P/E = PRIVATE PIPELINE EASEMENT
LOT LINE	---	C/L = CENTERLINE
BUFFER AREA LINE	---	C = CURVE
EASEMENT LINE	---	L/L = LOT LINE
RIGHT-OF-WAY LINE	---	BOUNDARY CORNER (AS NOTED)
		CALCULATED CORNER (FALLS IN LAKE)

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown hereon.

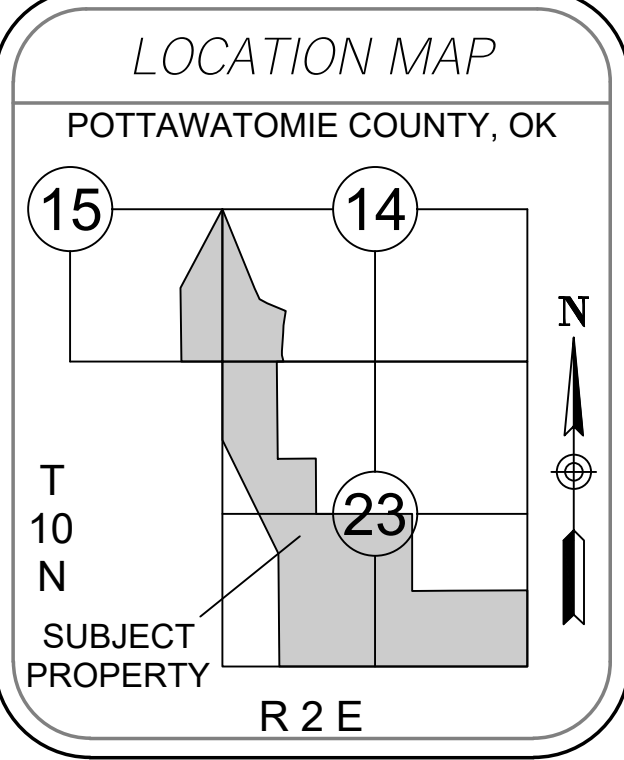
Reference #	Recording Information	Document Description	Blanket	Plotted	Note
1	Book 72 Page 140-141	Right-of-Way in favor of McMann Oil Company	Yes	No	
2	Book 72 Page 141	Right-of-Way in favor of McMann Oil Company	Yes	No	
3	Book 159 Page 340	Right-of-Way in favor of Independent Pipe Line Company	Yes	No	
4	Book 66 Page 7	Right-of-Way in favor of Transok Pipe Line Company	Yes	No	
5	19960008326	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
6	199800010565	Easement for Private Streets in favor of Udell McSpadden	No	Yes	
7	200000016250	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
8	200300007331	10' Easement in favor of Oklahoma Gas and Electric Company	No	Yes	
9	200600003106	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
10	201200012284	Highway Easement in favor of the State of Oklahoma	No	Yes	
11	201200012285	Utility Easement in favor of the State of Oklahoma	No	Yes	
12	201400007140	Access and Roadway Easement in favor of Gary & Barbara Chatham and ISAOA	No	Yes	

Note: Surveyor's Comments
A Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. is to be on each side of the proposed pole line and/or underground line center. The surveyor made every effort to plot said right-of-way easement in the correct location but in some cases the centerline description is ambiguous making it very difficult to positively identify on the ground.

ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

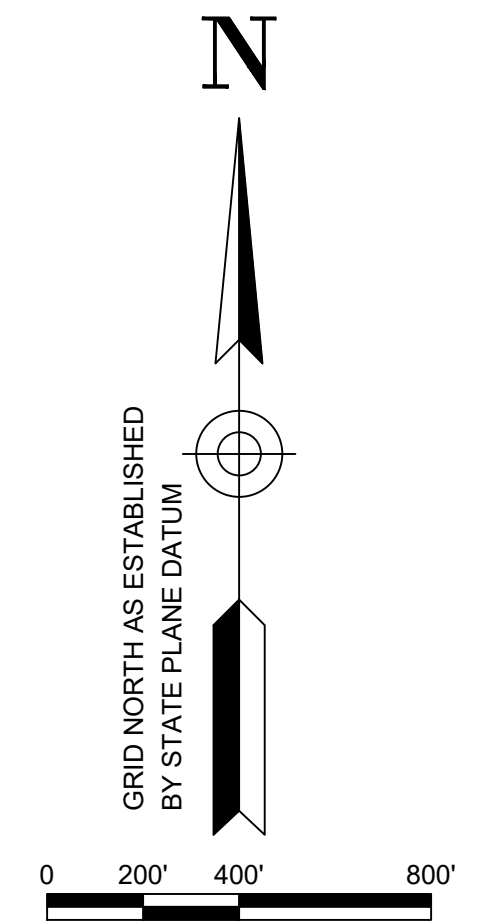


**FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3**

BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE	SURVEY BY:	TJW	FINAL DATE:	05/27/25	TJW	SCALE:	1"=400'	REVIEWED BY:	SDC	ELS JOB NUMBER:	2024.119

SHEET
1 OF 16



NOT INCLUDED

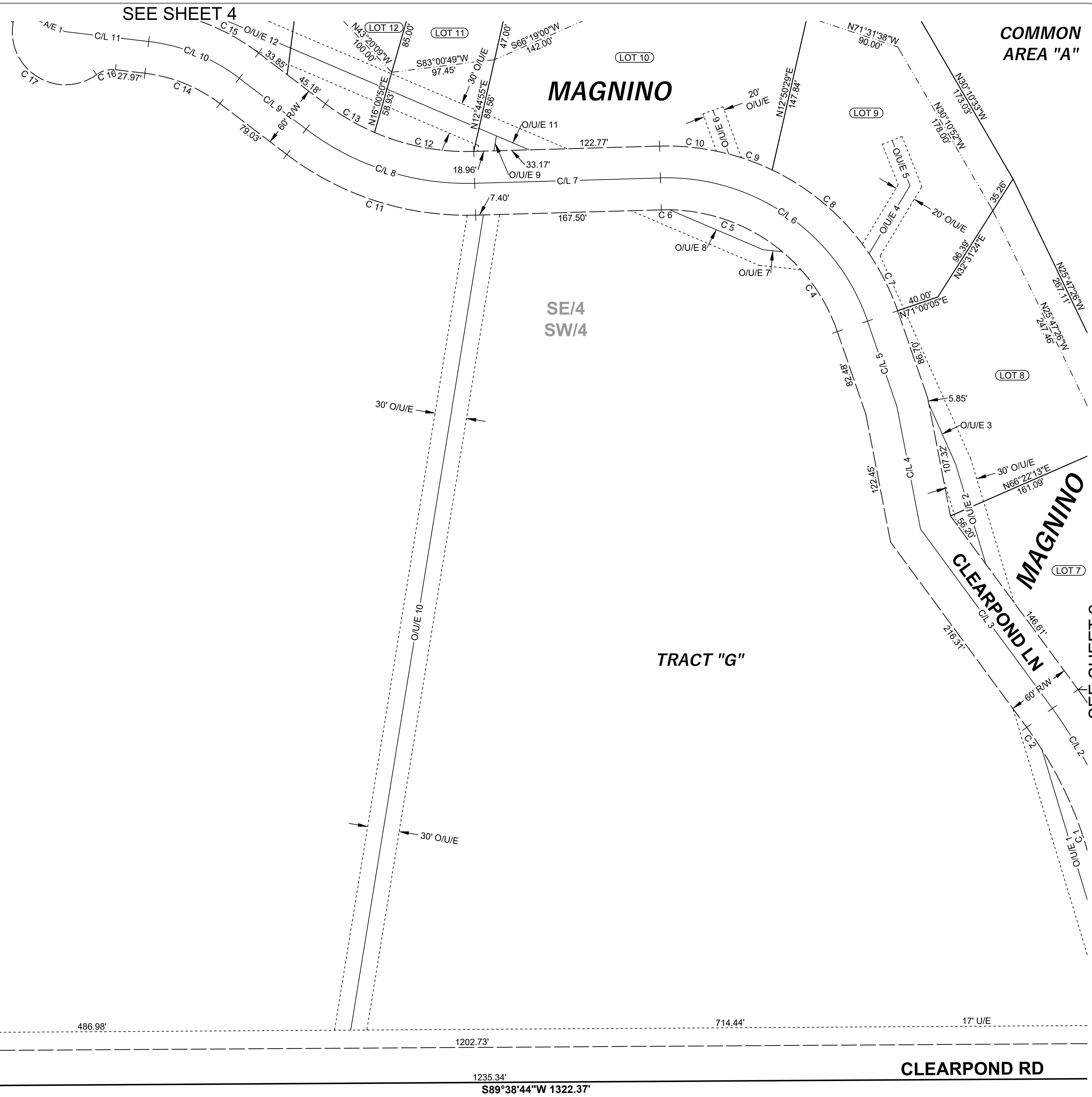
W/2
E/2
SW/4
SW/4

E/2
E/2
SW/4
SW/4

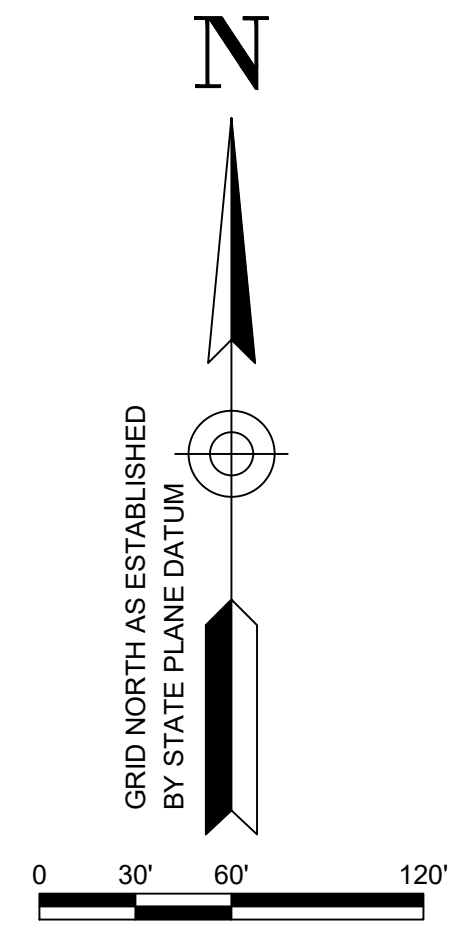
TRACT "G"

TRACT "G"

COMMON
AREA "A"



NOT INCLUDED



ELEVATION
LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP
POTTAWATOMIE COUNTY, OK

T 10 N
R 2 E

FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3

BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE

FIELD DATE: 05/20/25	SURVEY BY: TJW
FINAL DATE: 05/27/25	DRAWN BY: TJW
SCALE: 1"=60'	REVIEWED BY: SDC
ELS JOB NUMBER: 2024.119	

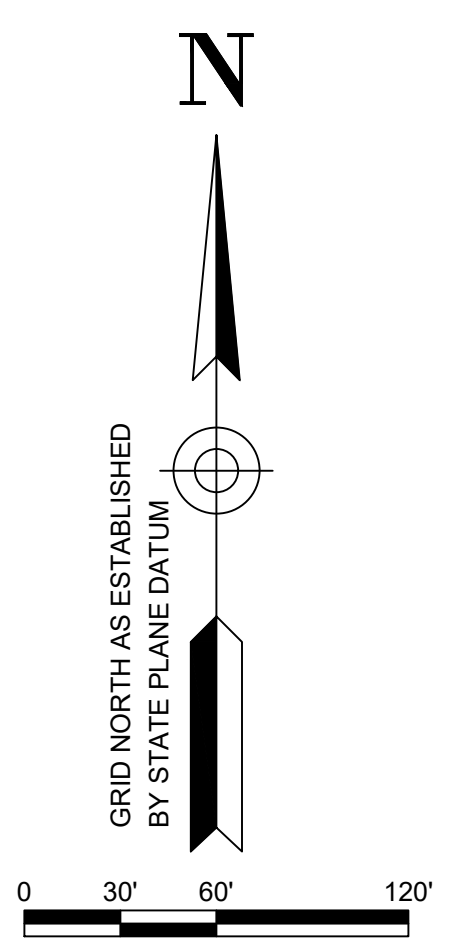
SHEET
3 OF 16

NOT INCLUDED

SEE SHEET 5

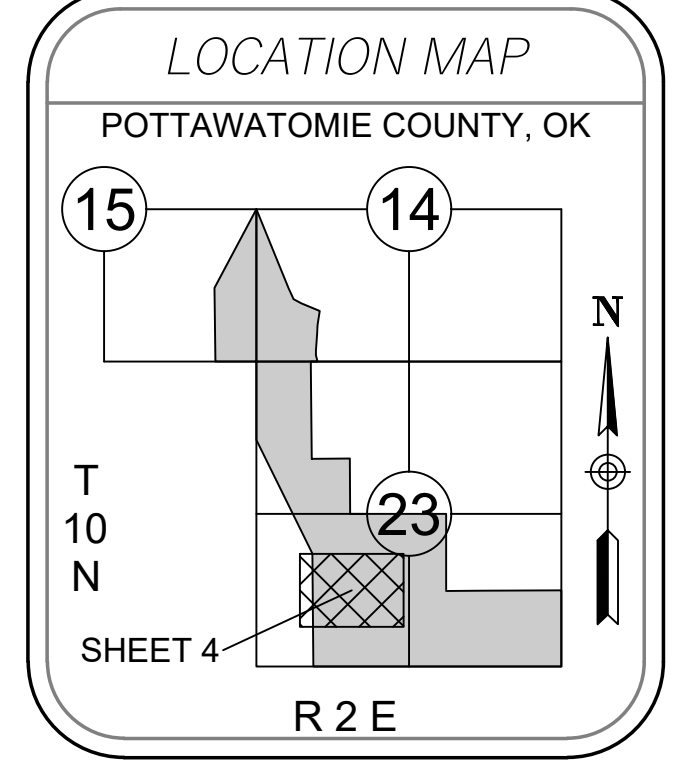
NE/4
SW/4

COMMON AREA "A"



ELEVATION
LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #9524 EXPIRES 06-30-2026



W/2
SE/4
NW/4
SW/4

N00°28'30"W
657.28'

E/2
SE/4
NW/4
SW/4

N00°28'57"W
657.29'

COMMON AREA "A"

SEE SHEET 11

MAGNINO

COMMON AREA "A"

COMMON AREA "A"

FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3

BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

N89°42'52"E
329.92'

N89°42'52"E
329.92'

N89°42'52"E
1319.69'

S80°10'10"W
146.04'

S80°10'10"W
146.04'

NOT INCLUDED

TRACT "G"

W/2
E/2
SW/4
SW/4

N00°32'26"W 1313.34'
865.11'

E/2
E/2
SW/4
SW/4

N00°34'12"W
1312.94'

SEE SHEET 3

SE/4
SW/4

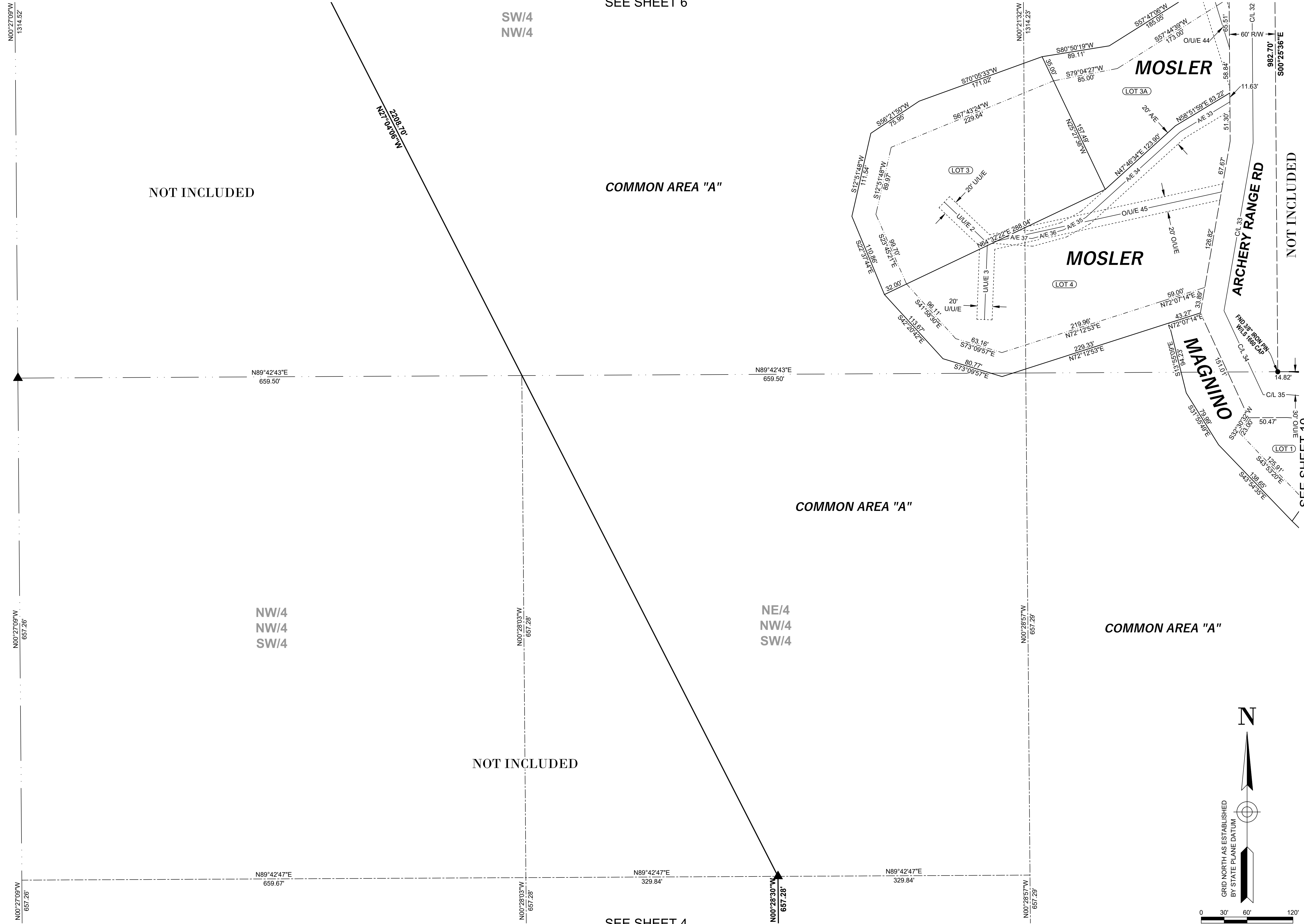
CLEARPOND LN

MAGNINO

REVISION	BY	DATE

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SHEET
4 OF 16



ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP
POTTAWATOMIE COUNTY, OK

T 10 N
R 2 E

SHEET 5

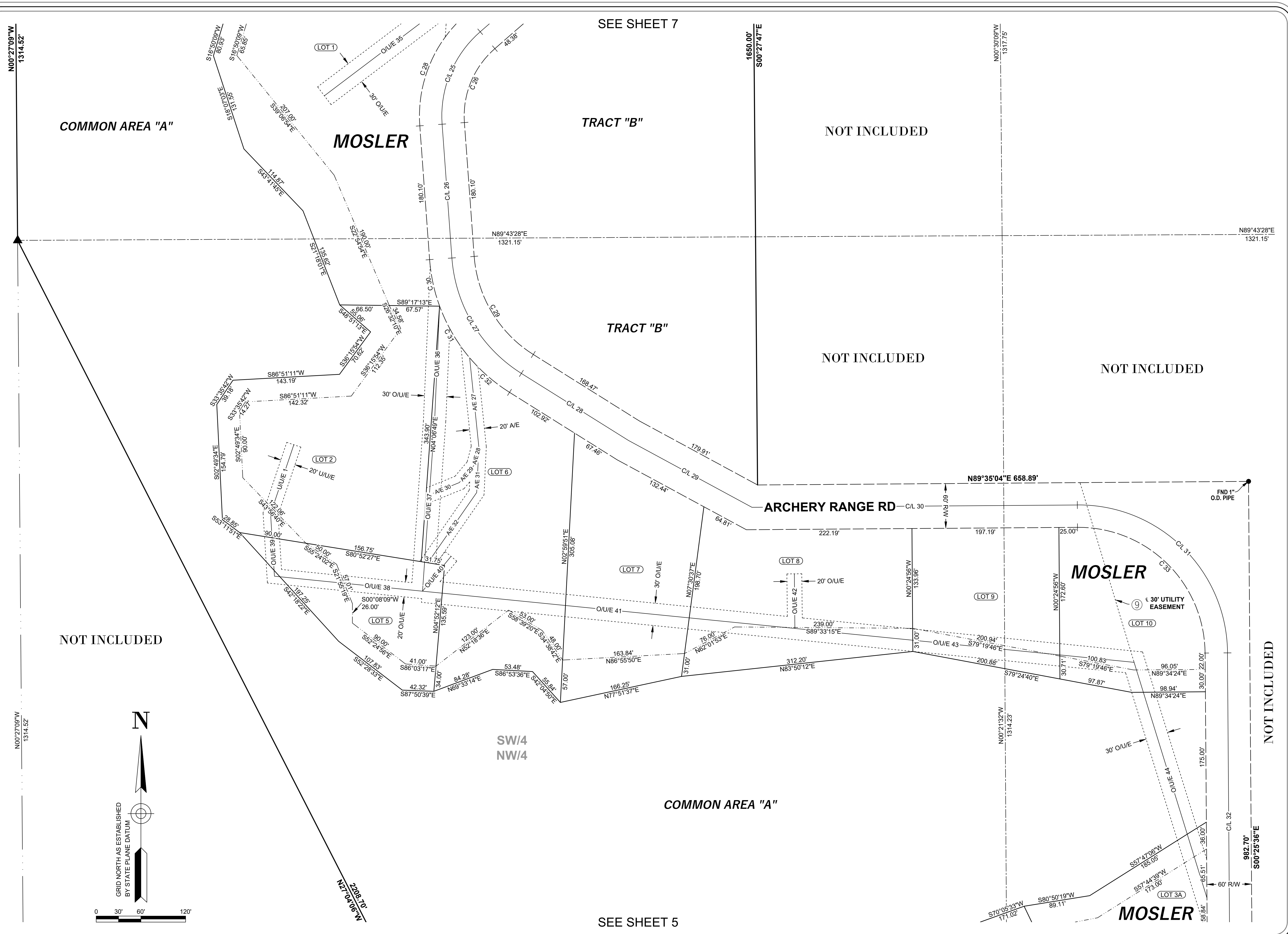
FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3

BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

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SHEET
5 OF 16



SEE SHEET 7

SEE SHEET 5

ELEVATION
LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP
POTTAWATOMIE COUNTY, OK

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SHEET 6

R 2 E

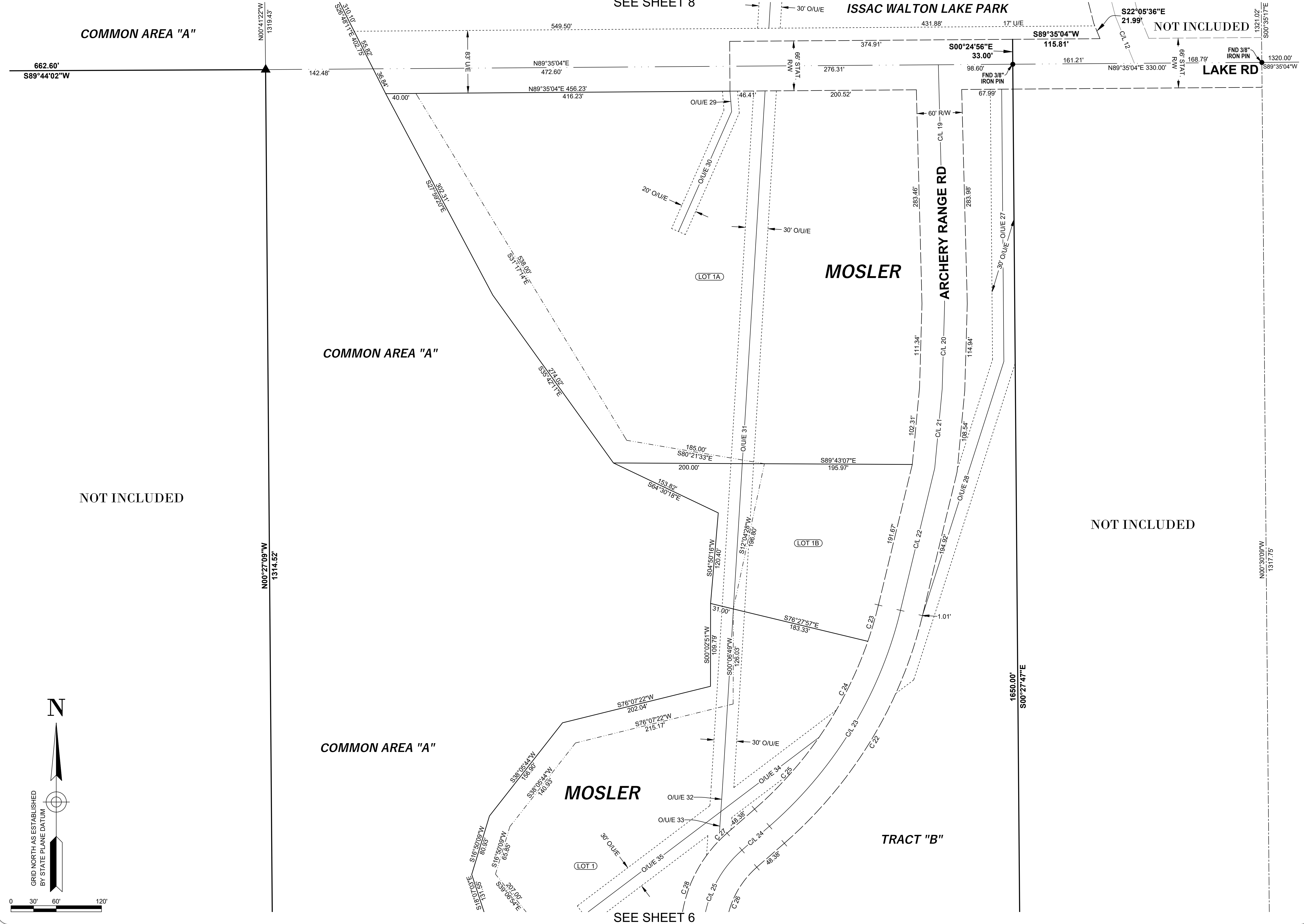
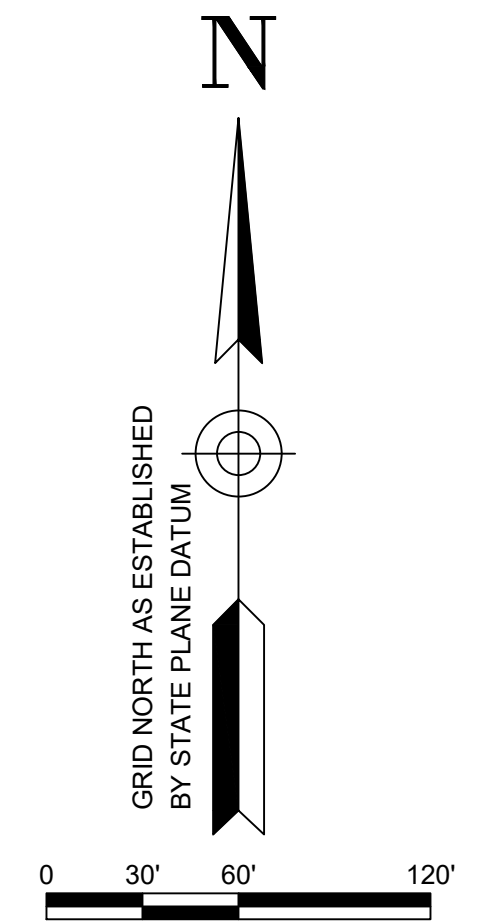
FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
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SHEET
6 OF 16



ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP
POTTAWATOMIE COUNTY, OK

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SHEET 7

R 2 E

FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
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SHEET
7 OF 16

COMMON AREA "A"

BODKIN

TRACT "A"

SW/4
SW/4

BODKIN

COMMON AREA "A"

ISSAC WALTON LAKE PARK

SEE SHEET 7

SEE SHEET 9
BELCHER

TRACT "E"

TRACT "D"

NOT INCLUDED

SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 2

ELEVATION

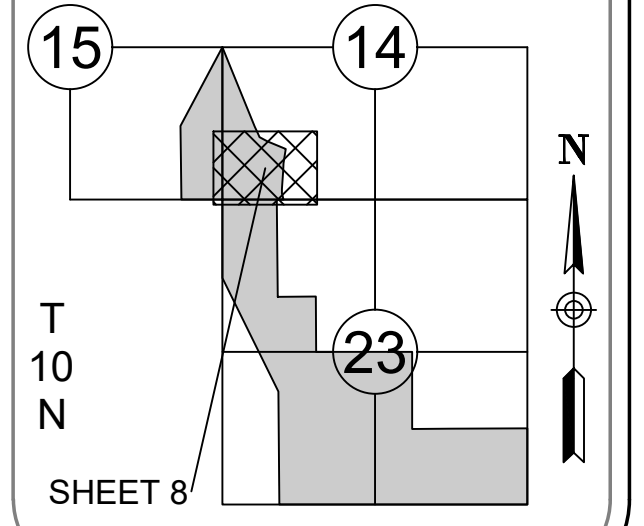
LAND SURVEYING

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TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP

POTTAWATOMIE COUNTY, OK



R 2 E

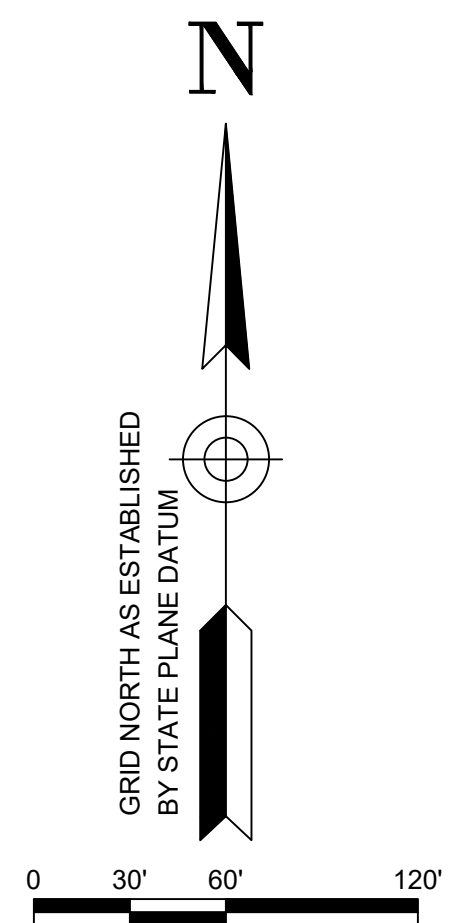
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T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

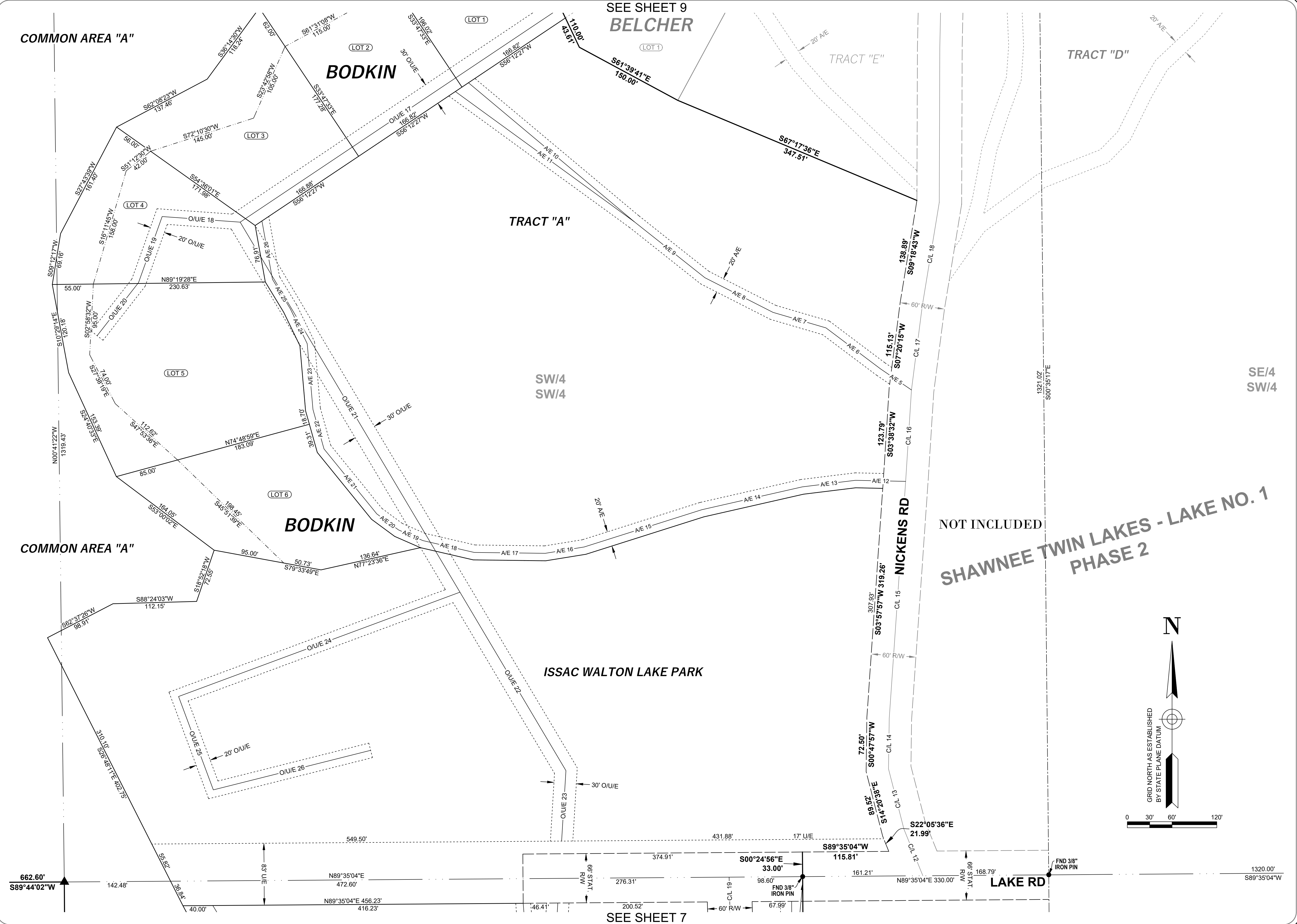
REVISION	BY	DATE

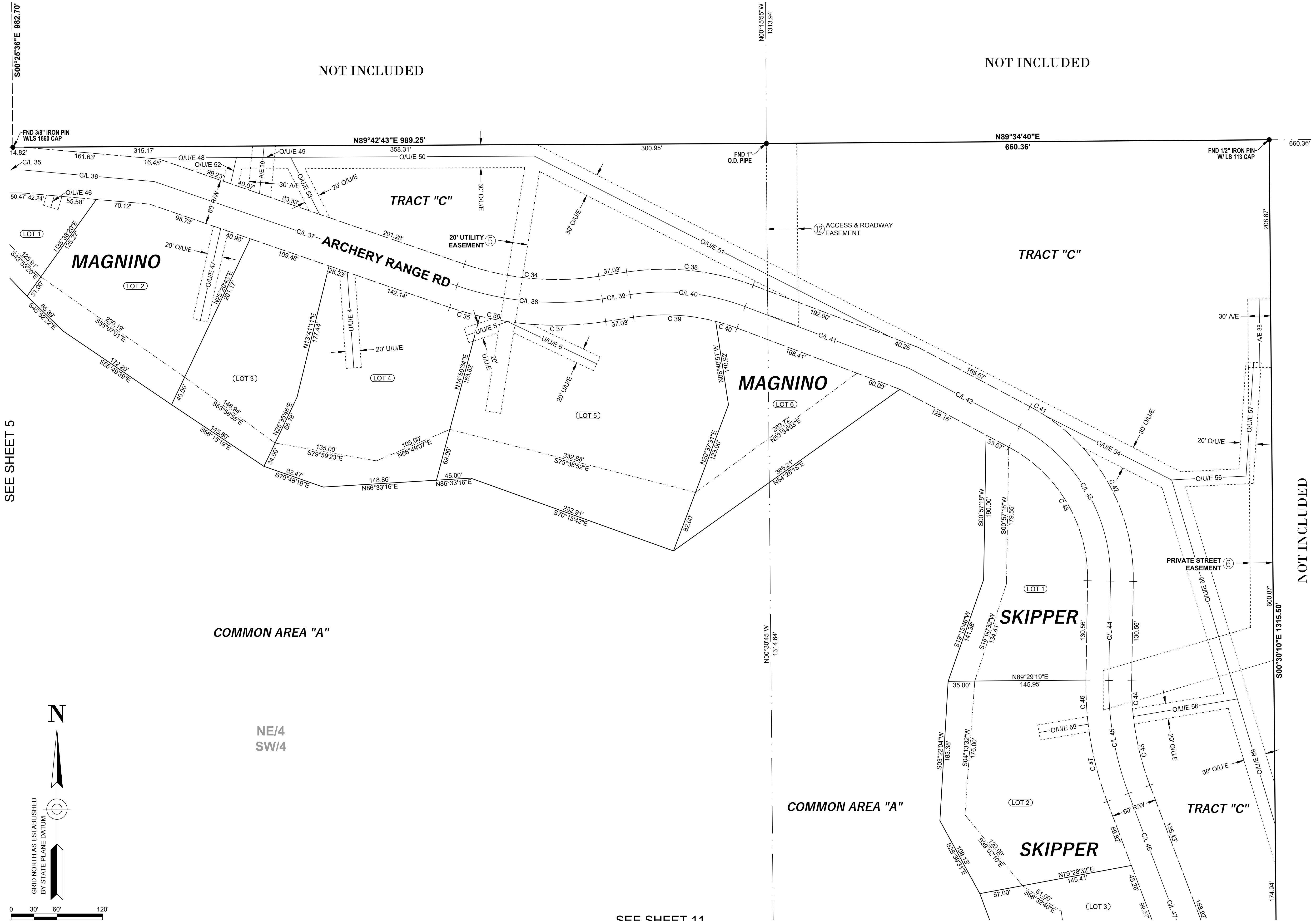
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SHEET
8 OF 16



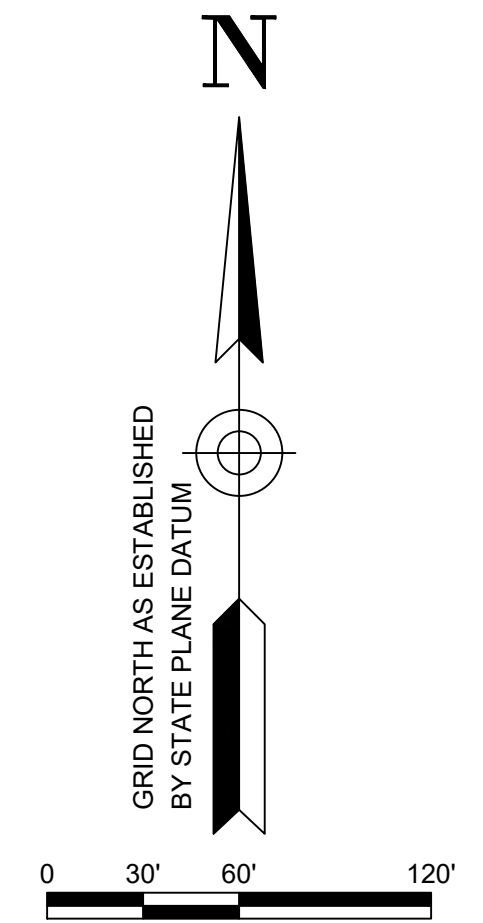
GRID NORTH AS ESTABLISHED
BY STATE PLANE DATUM



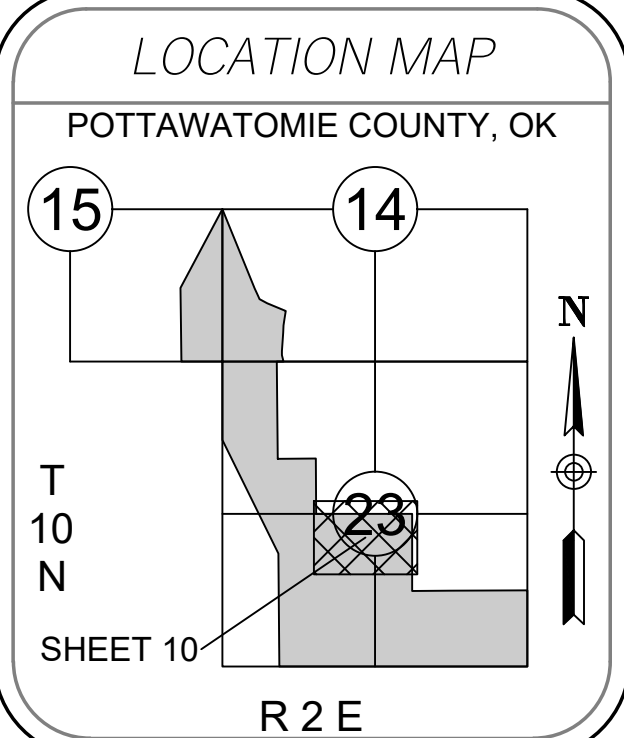


SEE SHEET 5

SEE SHEET 11



ELEVATION
LAND SURVEYING
8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393
TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

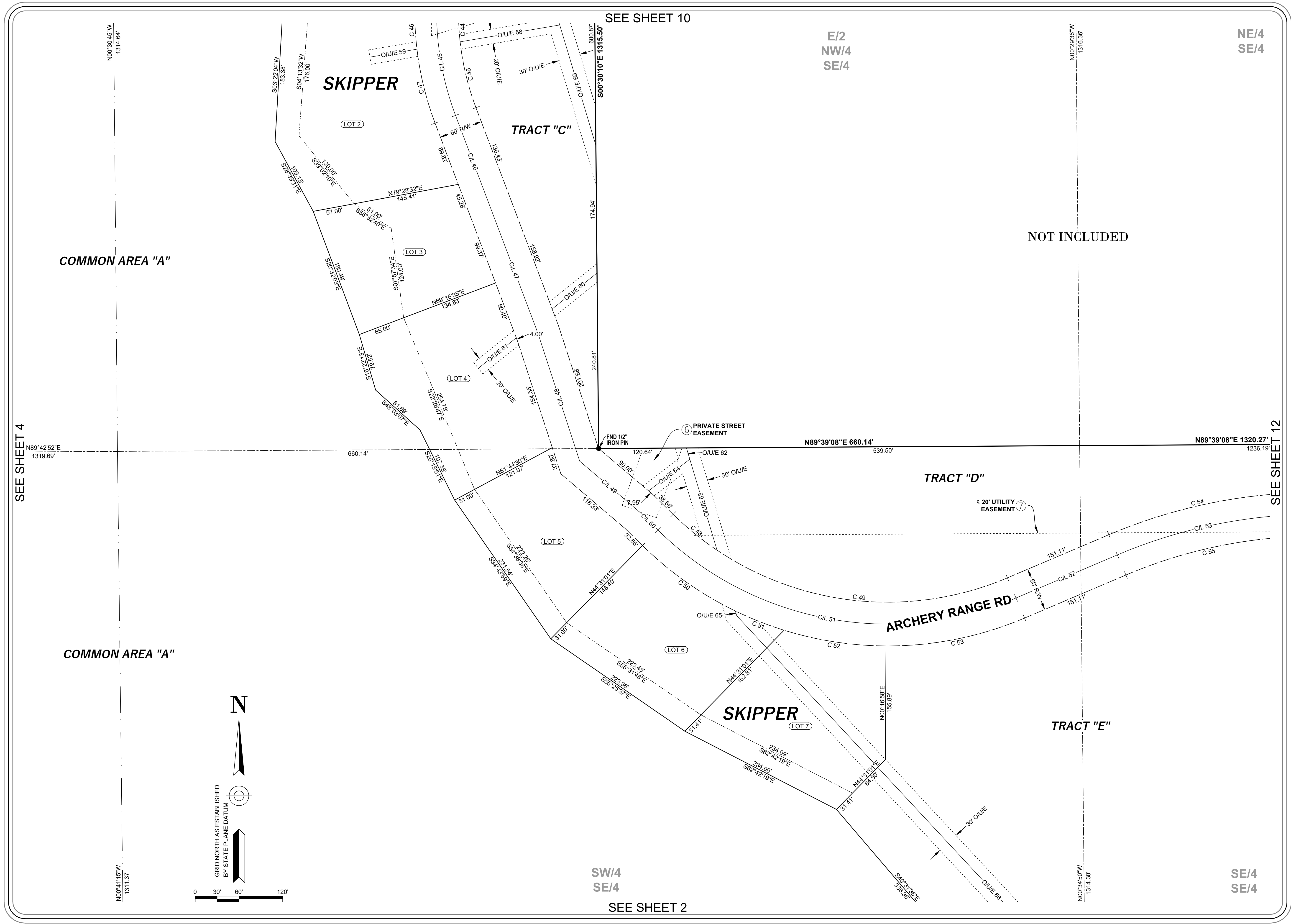


FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3
BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE

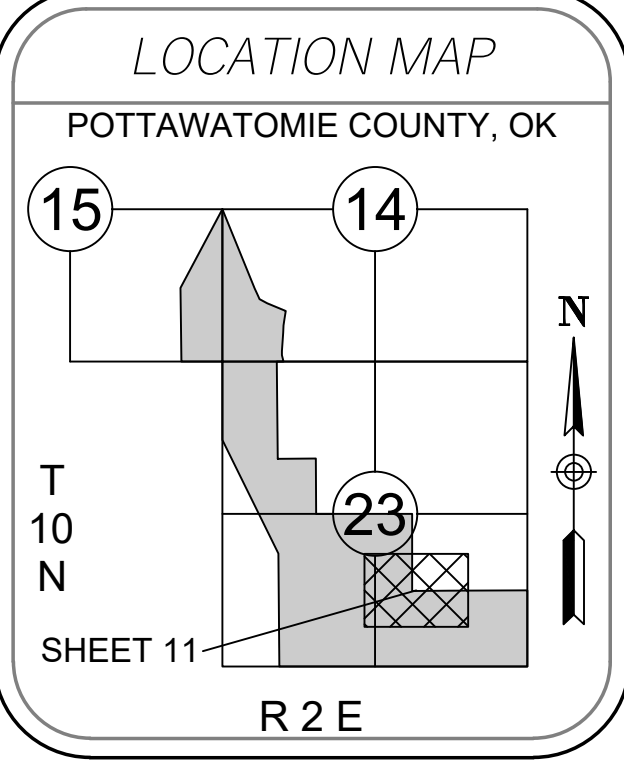
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SHEET
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ELEVATION
LAND SURVEYING
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405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026



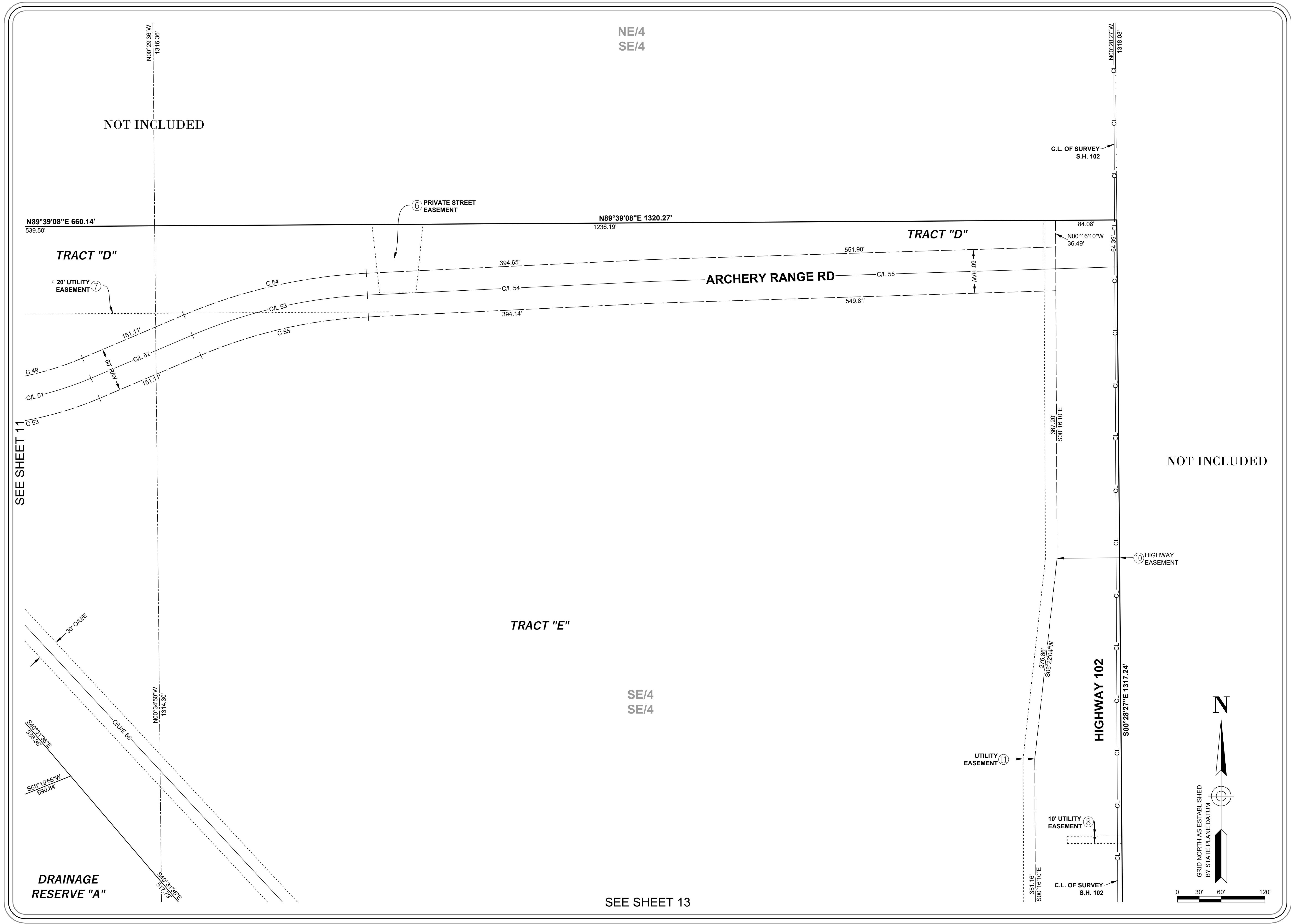
FINAL PLAT
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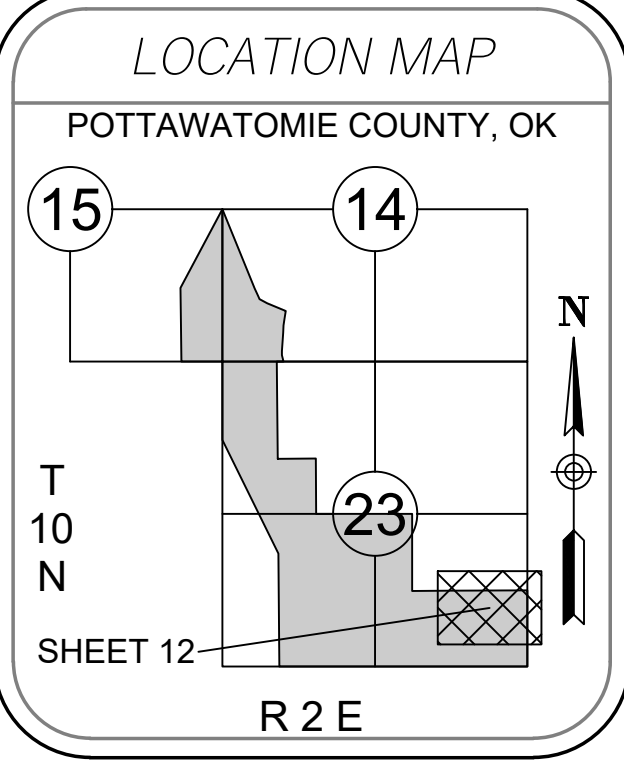
SHEET
11 OF 16



ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026



FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
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SHEET
12 OF 16

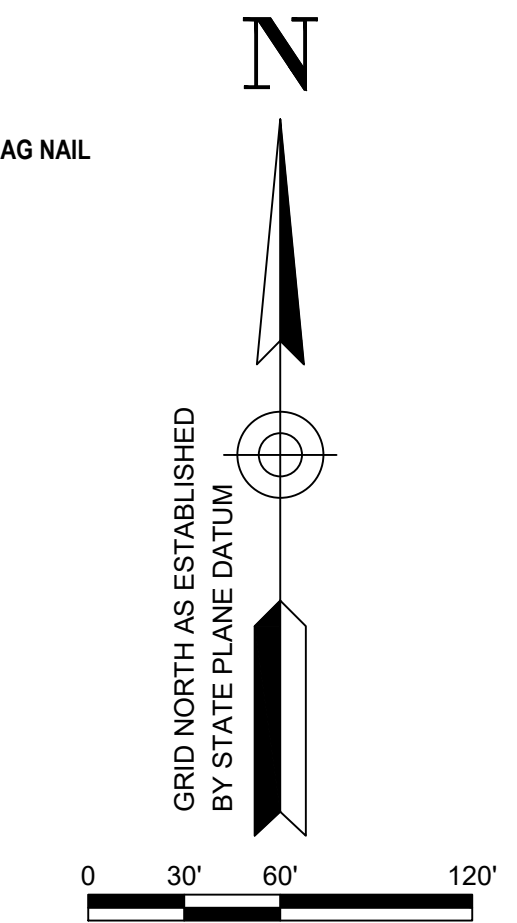
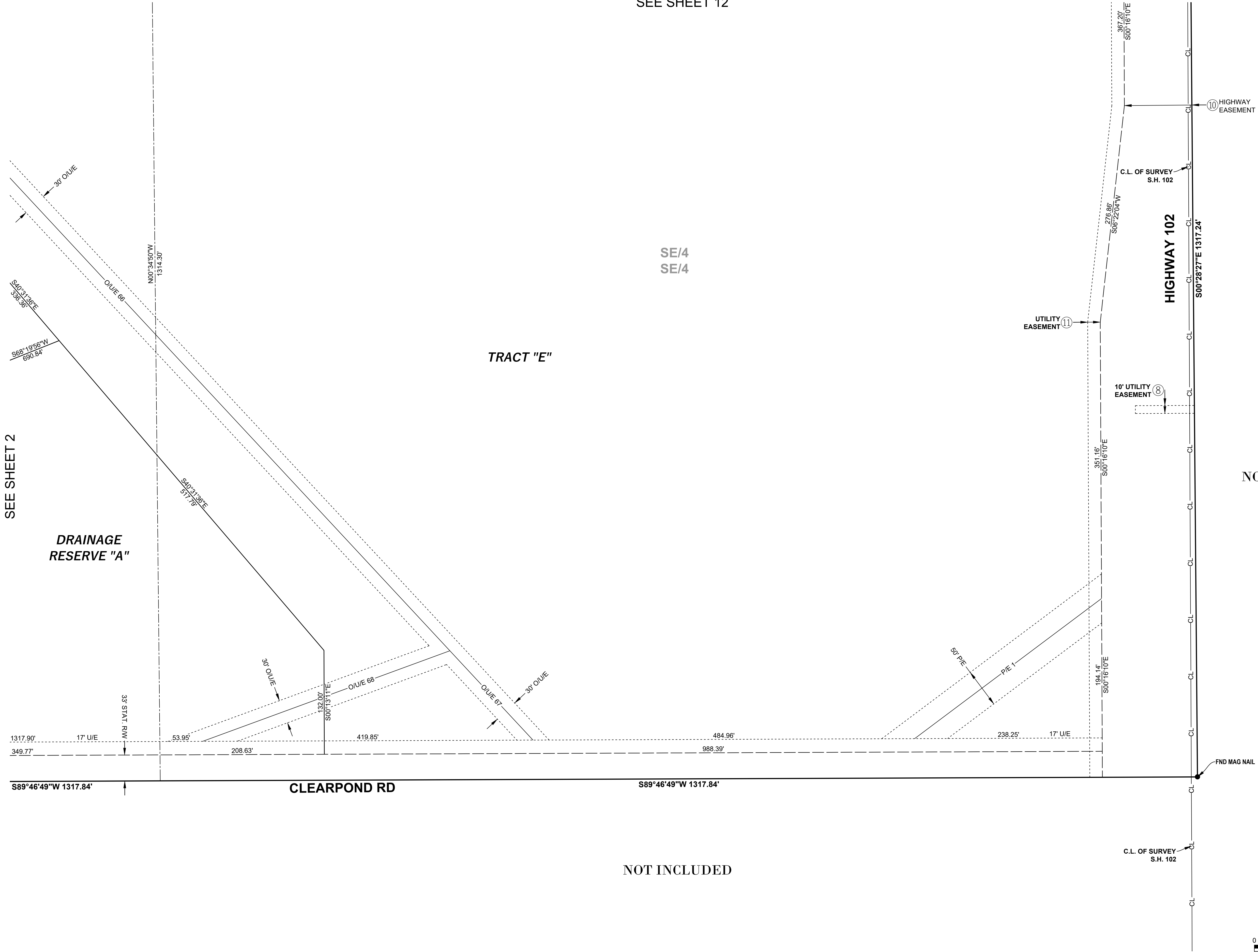
SEE SHEET 12

SE/4
SE/4

TRACT "E"

DRAINAGE
RESERVE "A"

SEE SHEET 2



NOT INCLUDED

NOT INCLUDED

ELEVATION
LAND SURVEYING

8501 SW 15TH ST
OKLAHOMA CITY, OK 73128
405-493-9393

TANNER J. WENTWORTH
PROFESSIONAL LAND SURVEYOR #1871
C.A. #8524 EXPIRES 06-30-2026

LOCATION MAP
POTTAWATOMIE COUNTY, OK

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SHEET 13

R 2 E

FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3

BEING A REPLAT OF A PART OF THE FINAL PLAT OF
SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE
CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23
T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

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SHEET
13 OF 16

Centerline Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Length	Chord Direction
C/L 2	220.47'	400.00'	113.11	31°34'48"	217.69'	N20°31'08"W
C/L 6	253.62'	200.00'	147.07	72°39'24"	236.96'	N55°19'37"W
C/L 8	169.89'	250.00'	88.37	38°58'05"	166.64'	N72°11'16"W
C/L 10	93.09'	175.00'	47.68	30°28'43"	92.00'	N67°57'35"W
C/L 23	340.01'	550.00'	175.63	35°25'12"	334.62'	S31°14'38"W
C/L 25	139.12'	150.00'	75.01	53°08'19"	134.18'	S22°23'05"W
C/L 27	187.59'	200.00'	101.34	53°44'31"	180.79'	S31°03'20"E
C/L 31	314.12'	200.00'	199.96	89°59'20"	282.82'	S45°25'16"E
C/L 38	193.26'	400.00'	98.55	27°40'56"	191.38'	S84°50'23"E
C/L 40	153.45'	300.00'	78.44	29°18'22"	151.78'	S84°01'40"E
C/L 43	247.41'	225.00'	137.89	63°00'11"	235.13'	S30°32'48"E
C/L 45	151.49'	400.00'	76.66	21°41'58"	150.59'	S09°53'41"E
C/L 51	530.47'	450.00'	300.91	67°32'29"	500.28'	S79°15'13"E
C/L 53	247.70'	700.00'	125.16	20°16'27"	246.41'	N77°06'46"E

Centerline Line Table		
Line #	Length	Direction
C/L 1	144.66'	N04°43'44"W
C/L 3	209.56'	N36°18'32"W
C/L 4	117.81'	N10°57'02"W
C/L 5	84.59'	N18°59'55"W
C/L 7	174.90'	S88°20'41"W
C/L 9	79.03'	N52°43'13"W
C/L 11	78.96'	N83°11'57"W
C/L 12	67.40'	N22°05'36"W
C/L 13	83.50'	N14°20'38"W
C/L 14	67.68'	N00°47'57"E
C/L 15	318.56'	N03°57'57"E
C/L 16	122.86'	N03°38'31"E
C/L 17	113.65'	N07°20'15"E
C/L 18	140.76'	N09°18'43"E
C/L 19	316.73'	S01°30'05"E
C/L 20	113.14'	S01°39'18"W
C/L 21	105.42'	S05°23'21"W
C/L 22	193.80'	S13°32'03"W
C/L 24	48.38'	S48°57'14"W
C/L 26	180.10'	S04°11'05"E
C/L 28	169.43'	S57°55'36"E
C/L 29	188.58'	S61°33'41"E
C/L 30	436.66'	N89°35'04"E
C/L 32	452.96'	S00°25'36"E
C/L 33	223.01'	S09°49'40"W
C/L 34	121.26'	S24°59'13"E
C/L 35	32.64'	N89°42'43"E
C/L 36	173.02'	S84°57'47"E
C/L 37	420.24'	S70°59'55"E
C/L 39	37.03'	N81°19'09"E
C/L 41	230.33'	S69°22'29"E
C/L 42	163.75'	S62°02'53"E
C/L 44	130.56'	S00°57'18"W
C/L 46	135.77'	S20°44'40"E
C/L 47	183.82'	S20°43'24"E
C/L 48	184.56'	S18°04'22"E
C/L 49	107.14'	S49°40'27"E
C/L 50	35.76'	S45°28'59"E
C/L 52	151.11'	N66°58'32"E
C/L 54	394.39'	N87°15'00"E
C/L 55	635.20'	N88°13'19"E

Lot Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Length	Chord Direction
C 1	178.52'	370.00'	91.03	27°38'38"	176.79'	N18°33'03"W
C 2	25.42'	370.00'	12.71	3°56'10"	25.41'	N34°20'27"W
C 3	237.01'	430.00'	121.60	31°34'48"	234.02'	N20°31'08"W
C 4	92.27'	170.00'	47.30	31°05'52"	91.14'	N34°32'51"W
C 5	115.67'	170.00'	60.17	38°59'03"	113.45'	N69°35'18"W
C 6	7.64'	170.00'	3.82	2°34'29"	7.64'	S89°37'56"W
C 7	60.31'	230.00'	30.33	15°01'27"	60.14'	N26°30'38"W
C 8	121.91'	230.00'	62.43	30°22'12"	120.49'	N49°12'28"W
C 9	43.69'	230.00'	21.91	10°53'00"	43.62'	N69°50'04"W
C 10	65.75'	230.00'	33.10	16°22'44"	65.53'	N83°27'57"W
C 11	190.27'	280.00'	98.97	38°56'05"	186.63'	N72°11'16"W
C 12	95.89'	220.00'	48.72	24°58'24"	95.13'	N79°10'07"W
C 13	53.61'	220.00'	26.94	13°57'41"	53.48'	N59°42'04"W
C 14	77.13'	145.00'	39.50	30°28'43"	76.23'	N67°57'35"W
C 15	109.05'	205.00'	55.85	30°28'43"	107.77'	N67°57'35"W
C 16	18.69'	25.00'	9.81	42°50'00"	18.26'	S75°23'03"W
C 17	129.05'	50.00'	173.68	147°52'48"	96.10'	N52°05'33"W
C 18	10.05'	50.00'	5.04	11°31'03"	10.03'	N27°36'23"E
C 19	44.18'	50.00'	23.65	50°37'31"	42.76'	N58°40'40"E
C 20	48.56'	50.00'	26.39	55°38'38"	46.67'	S68°11'16"E
C 21	18.69'	25.00'	9.81	42°50'00"	18.26'	S61°46'57"E
C 22	358.55'	580.00'	185.21	35°25'12"	352.87'	S31°14'38"W
C 23	50.08'	520.00'	25.06	5°31'04"	50.06'	S16°17'34"W
C 24	143.27'	520.00'	72.09	15°47'09"	142.82'	S26°56'41"W
C 25	128.11'	520.00'	64.38	14°06'58"	127.79'	S41°53'45"W
C 26	111.29'	120.00'	60.01	53°08'19"	107.35'	S22°23'05"W
C 27	14.93'	180.00'	7.47	4°45'08"	14.93'	S46°34'40"W
C 28	152.01'	180.00'	80.87	48°23'11"	147.53'	S20°00'30"W
C 29	159.46'	170.00'	86.14	53°44'31"	153.67'	S31°03'20"E
C 30	64.05'	230.00'	32.24	15°57'23"	63.85'	S12°09'46"E
C 31	80.46'	230.00'	40.64	20°02'36"	80.05'	S30°09'46"E
C 32	71.22'	230.00'	35.90	17°44'32"	70.94'	S49°03'20"E
C 33	267.00'	170.00'	169.97	89°59'20"	240.39'	S45°25'16"E
C 34	178.76'	370.00'	91.16	27°40'56"	177.03'	S84°50'23"E
C 35	41.46'	430.00'	20.75	5°31'28"	41.44'	S73°45'39"E
C 36	37.16'	430.00'	18.59	4°57'07"	37.15'	S78°59'57"E
C 37	129.13'	430.00'	65.05	17°12'20"	128.64'	N89°55'19"E
C 38	168.79'	330.00'	86.29	29°18'22"	166.96'	S84°01'40"E
C 39	108.75'	270.00'	55.12	23°04'40"	108.02'	S87°08'31"E
C 40	29.35'	270.00'	14.69	6°13'43"	29.34'	S72°29'20"E
C 41	23.75'	255.00'	11.88	5°20'09"	23.74'	S59°22'48"E
C 42	256.65'	255.00'	140.38	57°40'01"	245.96'	S27°52'43"E
C 43	214.42'	195.00'	119.50	63°00'11"	203.78'	S30°32'48"E
C 44	46.99'	370.00'	23.52	7°16'34"	46.95'	S02°40'59"E
C 45	93.14'	370.00'	46.82	14°25'24"	92.90'	S13°31'58"E
C 46	58.05'	430.00'	29.07	7°44'08"	58.01'	S02°54'46"E
C 47	104.80'	430.00'	52.66	13°57'50"	104.54'	S13°45'45"E
C 48	77.97'	420.00'	39.09	10°38'09"	77.85'	S50°48'04"E
C 49	417.14'	420.00'	227.59	56°54'19"	400.20'	S84°34'18"E
C 50	156.50'	480.00'	78.95	18°40'53"	155.81'	S54°49'25"E
C 51	72.03'	480.00'	36.08	8°35'54"	71.96'	S68°27'49"E
C 52	142.04'	480.00'	71.54	16°57'16"	141.52'	S81°14'24"E
C 53	195.26'	480.00'	99.00	23°18'26"	193.91'	N78°37'45"E
C 54	258.31'	730.00'	130.52	20°16'27"	256.97'	N77°06'46"E
C 55	237.08'	670.00'	119.79	20°16'27"	235.85'	N77°06'46"E

Lot Area Table		
Lot #	Block	Area
LOT 1	BODKIN	0.91 Acres
LOT 2	BODKIN	0.91 Acres
LOT 3	BODKIN	1.01 Acres
LOT 4	BODKIN	0.87 Acres
LOT 5	BODKIN	1.56 Acres
LOT 6	BODKIN	0.94 Acres

Lot Area Table		
Lot #	Block	Area
LOT 1	MOSLER	3.80 Acres
LOT 1A	MOSLER	6.42 Acres
LOT 1B	MOSLER	1.24 Acres
LOT 2	MOSLER	1.69 Acres
LOT 3	MOSLER	1.39 Acres
LOT 3A	MOSLER	0.80 Acres
LOT 4	MOSLER	1.79 Acres
LOT 5	MOSLER	0.68 Acres
LOT 6	MOSLER	1.67 Acres
LOT 7	MOSLER	1.15 Acres
LOT 8	MOSLER	1.25 Acres
LOT 9	MOSLER	0.83 Acres
LOT 10	MOSLER	0.83 Acres

Lot Area Table		
Lot #	Block	Area
LOT 1	MAGNINO	0.51 Acres
LOT 2	MAGNINO	1.04 Acres
LOT 3	MAGNINO	0.79 Acres
LOT 4	MAGNINO	1.24 Acres
LOT 5	MAGNINO	1.96 Acres
LOT 6	MAGNINO	0.77 Acres
LOT 7	MAGNINO	0.91 Acres
LOT 8	MAGNINO	0.84 Acres
LOT 9	MAGNINO	0.92 Acres
LOT 10	MAGNINO	1.07 Acres
LOT 11	MAGNINO	0.30 Acres
LOT 12	MAGNINO	0.47 Acres
LOT 13	MAGNINO	1.24 Acres
LOT 14	MAGNINO	1.42 Acres
LOT 15	MAGNINO	1.71 Acres

Lot Area Table		
Lot #	Block	Area
LOT 1	SKIPPER	0.91 Acres
LOT 2	SKIPPER	1.23 Acres
LOT 3	SKIPPER	0.74 Acres
LOT 4	SKIPPER	1.03 Acres
LOT 5	SKIPPER	0.75 Acres
LOT 6	SKIPPER	0.90 Acres
LOT 7	SKIPPER	0.98 Acres

Access Easement Line Table		
Line #	Length	Direction
A/E 1	50.00'	N68°09'09"W
A/E 2	32.09'	N57°40'23"W
A/E 3	117.07'	N30°09'10"W
A/E 4	69.83'	N66°53'07"W
A/E 5	50.00'	N55°43'47"W
A/E 6	91.72'	N53°04'58"W
A/E 7	73.92'	N73°39'34"W
A/E 8	102.55'	N63°02'25"W
A/E 9	120.85'	N51°35'00"W
A/E 10	290.03'	N50°02'58"W
A/E 11	296.61'	N53°57'35"W
A/E 12	67.42'	N88°47'28"W
A/E 13	71.77'	S82°59'31"W
A/E 14	138.01'	S77°10'56"W
A/E 15	165.66'	S72°25'13"W
A/E 16	52.86'	S80°44'58"W
A/E 17	95.24'	N89°15'43"W
A/E 18	70.69'	N76°57'56"W
A/E 19	35.60'	N66°22'46"W
A/E 20	36.19'	N53°32'54"W
A/E 21	112.17'	N39°05'23"W
A/E 22	55.00'	N15°37'49"W
A/E 23	88.49'	N05°00'02"W
A/E 24	52.11'	N25°53'08"W
A/E 25	46.13'	N31°12'33"W
A/E 26	79.45'	N10°09'29"W
A/E 27	120.30'	S05°54'41"E
A/E 28	25.76'	N14°45'46"E
A/E 29	30.23'	N40°19'05"E
A/E 30	48.36'	N67°57'52"E
A/E 31	61.37'	S02°40'39"W
A/E 32	114.79'	S34°47'37"W
A/E 33	76.31'	S58°51'59"W
A/E 34	166.47'	S47°46'34"W
A/E 35	33.46'	S60°43'45"W
A/E 36	42.55'	S74°44'47"W
A/E 37	34.25'	N86°03'18"W
A/E 38	90.00'	N00°30'10"W
A/E 39	62.87'	N05°31'49"E

Tract Area Table	
Lot #	Area
COMMON AREA "A"	146.71 Acres
DRAINAGE RESERVE "A"	7.13 Acres
ISSAC WALTON LAKE PARK	10.50 Acres
TRACT "A"	10.20 Acres
TRACT "B"	6.96 Acres
TRACT "C"	10.16 Acres
TRACT "D"	4.11 Acres
TRACT "E"	34.30 Acres
TRACT "F"	4.55 Acres
TRACT "G"	29.27 Acres

Overhead Utility Easement Line Table		
Line #	Length	Direction
O/U/E 1	201.62'	N16°49'14"W
O/U/E 2	98.44'	N16°49'14"W
O/U/E 3	61.79'	N24°02'53"W
O/U/E 4	74.70'	N31°02'02"E
O/U/E 5	45.78'	N21°34'21"W
O/U/E 6	43.74'	N19°45'26"W
O/U/E 7	18.35'	S83°50'00"E
O/U/E 8	95.77'	S66°53'07"E
O/U/E 9	14.32'	N09°15'07"E
O/U/E 10	777.29'	N09°15'07"E
O/U/E 11	33.55'	S66°53'07"E
O/U/E 12	545.79'	S66°53'07"E
O/U/E 13	136.76'	S66°53'07"E
O/U/E 14	121.69'	N01°52'11"W
O/U/E 15	187.61'	N26°56'17"E
O/U/E 16	43.24'	N29°46'07"W
O/U/E 17	516.93'	S56°12'27"W
O/U/E 18	104.84'	N85°54'32"W
O/U/E 19	94.12'	S19°40'56"W
O/U/E 20	90.21'	S37°56'47"W
O/U/E 21	577.12'	S30°42'16"E
O/U/E 22	278.28'	S30°42'16"E
O/U/E 23	94.66'	S03°29'45"W
O/U/E 24	402.38'	S69°39'07"W
O/U/E 25	133.56'	S20°25'26"E
O/U/E 26	217.50'	N75°54'17"E
O/U/E 27	360.75'	S00°27'47"E
O		

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE AND BEING A PART OF SECTIONS FOURTEEN (14), FIFTEEN (15), AND TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE/4 SW/4) OF SAID SECTION TWENTY-THREE (23);
THENCE S 89°38'44" W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER (SE/4 SW/4) A DISTANCE OF 1322.37 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF OF THE EAST OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 E/2 SW/4 SW/4);
THENCE S 89°38'44" W ON THE SOUTH LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 E/2 SW/4 SW/4) A DISTANCE OF 330.59 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 E/2 SW/4 SW/4);
THENCE N 00°32'26" W ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 E/2 SW/4 SW/4) A DISTANCE OF 1313.34 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 SE/4 NW/4 SW/4);
THENCE N 00°28'30" W ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 SE/4 NW/4 SW/4) A DISTANCE OF 657.28 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SOUTHWEST QUARTER (E/2 SE/4 NW/4 SW/4);
THENCE N 27°04'06" W A DISTANCE OF 2208.70 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 NW/4) OF SAID SECTION TWENTY-THREE (23);
THENCE N 00°27'09" W ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID NORTHWEST QUARTER (NW/4 NW/4) A DISTANCE OF 1314.52 FEET TO SOUTHEAST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (E/2 SE/4 SE/4) OF SAID SECTION FIFTEEN (15);
THENCE S 89°44'02" W ON THE SOUTH LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (E/2 SE/4 SE/4) A DISTANCE OF 662.60 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (E/2 SE/4 SE/4);
THENCE N 00°41'54" W ON THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (E/2 SE/4 SE/4) A DISTANCE OF 1316.11 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (E/2 SE/4 SE/4);
THENCE N 26°00'36" E A DISTANCE OF 1475.13 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW/4) OF SAID SECTION FOURTEEN (14), SAID POINT ALSO BEING ON THE WESTERLY LINE OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2 TO SHAWNEE;
THENCE ALONG SAID FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2 THE FOLLOWING TWELVE (12) COURSES:
 S 25°25'40" E A DISTANCE OF 1682.40 FEET;
 S 61°39'41" E A DISTANCE OF 150.00 FEET;
 S 67°17'36" E A DISTANCE OF 347.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD;
 S 09°18'43" W ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 138.89 FEET;
 S 07°20'15" W ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 115.13 FEET;
 S 03°38'32" W ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 123.79 FEET;
 S 03°57'57" W ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 319.26 FEET;
 S 00°47'57" W ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 72.50 FEET;
 S 14°20'38" E ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 89.52 FEET;
 S 22°05'36" E ON THE WEST RIGHT-OF-WAY OF NICKENS ROAD A DISTANCE OF 21.99 FEET TO A POINT ON THE STATUTORY SECTION LINE RIGHT-OF-WAY;
 S 89°35'04" W ON THE STATUTORY RIGHT-OF-WAY A DISTANCE OF 115.81 FEET;
 S 00°24'56" E A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION TWENTY-THREE (23);
THENCE S 00°27'47" E LEAVING SAID FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 2 A DISTANCE OF 1650.00 FEET;
THENCE N 89°35'04" E A DISTANCE OF 658.89 FEET;
THENCE S 00°25'36" E A DISTANCE OF 982.70 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER (SE/4 NW/4);
THENCE N 89°42'43" E ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER (SE/4 NW/4) A DISTANCE OF 989.25 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (W/2 NW/4 SE/4) OF SAID SECTION TWENTY-THREE (23);
THENCE N 89°34'40" E ON THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (W/2 NW/4 SE/4) A DISTANCE OF 660.36 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (W/2 NW/4 SE/4);
THENCE S 00°30'10" E ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (W/2 NW/4 SE/4) A DISTANCE OF 1315.50 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (E/2 NW/4 SE/4);
THENCE N 89°39' 08" E ON THE SOUTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER (E/2 NW/4 SE/4) A DISTANCE OF 660.14 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4);
THENCE N 89°39'08" E ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4) A DISTANCE OF 1320.27 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4);
THENCE S 00°28'27" E ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4) A DISTANCE OF 1317.24 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4);
THENCE S 89°46'49" W ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER (SE/4 SE/4) A DISTANCE OF 1317.84 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW/4 SE/4);
THENCE S 89°46'49" W ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHEAST QUARTER (SW/4 SE/4) A DISTANCE OF 1317.84 FEET TO THE POINT OF BEGINNING.

SUBJECT PROPERTY CONTAINS A TOTAL OF **335.89 ACRES** AS DESCRIBED.

THE BASIS OF BEARING FOR THIS SURVEY IS OKLAHOMA STATE PLANE SYSTEM, NAD-83/2011, OKLAHOMA SOUTH ZONE, U.S. SURVEY FEET. LEGAL DESCRIPTION WAS PREPARED ON **MAY 27, 2025** BY OR UNDER THE DIRECT SUPERVISION OF **TANNER J. WENTWORTH #1871**.

NOTES

- THIS PLAT OF SURVEY MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT THIS FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.
- EXTERIOR SUBDIVISION CORNERS, LOT CORNERS, R/W CORNERS, AND CENTERLINE MONUMENTS SHALL BE EITHER A 1/2" IRON PIN W/ PLASTIC CAP STAMPED "ELEVATION CA 8524" OR A MAG NAIL WITH SHINER STAMPED "ELEVATION CA 8524", UNLESS OTHERWISE NOTED.
- MAINTENANCE OF ALL COMMON AREAS AND RIGHT-OF-WAYS ARE THE RESPONSIBILITY OF THE CITY OF SHAWNEE.
- MAINTENANCE OF ALL ACCESS EASEMENTS ARE THE RESPONSIBILITY OF THE LESSEE(S) OF THE LOT(S) THE ACCESS EASEMENT IS SERVING.
- EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENTS, NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE COMMON AREAS OR RIGHT-OF-WAYS.
- EXCEPT WHERE SPECIFIED IN THE LEASE AGREEMENT, NO STRUCTURES SHALL BE PLACED WITHIN THE BUFFER AREA.
- THE EDGES OF THE EASEMENTS AND RIGHT-OF-WAY LINES SHALL EXTEND TO AND/OR TERMINATE AT THE APPLICABLE LOT, PROPERTY, AND/OR RIGHT-OF-WAY LINES.
- ALL EASEMENT DIMENSIONS ARE TO THE CENTERLINE OF THE EASEMENT.

LEGEND

SECTION LINE	-----	R/W = PUBLIC RIGHT-OF-WAY
QUARTER SECTION LINE	-----	A/E = PRIVATE ACCESS EASEMENT
ALIQUOT SECTION LINE	-----	U/E = PUBLIC UTILITY EASEMENT
EXISTING SUBDIVISION LOT LINE	-----	O/U/E = PRIVATE OVERHEAD UTILITY EASEMENT
CENTERLINE OF ROADWAY/DRIVE	-----CL-----	U/U/E = PRIVATE UNDERGROUND UTILITY EASEMENT
SUBJECT PROPERTY LINE	-----	P/E = PRIVATE PIPELINE EASEMENT
LOT LINE	-----	C/L = CENTERLINE
BUFFER AREA LINE	-----	C = CURVE
EASEMENT LINE	-----	L/L = LOT LINE
RIGHT-OF-WAY LINE	-----	BOUNDARY CORNER (AS NOTED)
		CALCULATED CORNER (FALLS IN LAKE)

The following items refer to documents, affecting the subject property, found by the surveyor during the survey. The survey was prepared without the benefit of a title commitment and the surveyor makes no guarantee that all easements or encumbrances affecting the subject property are shown herein.

Reference #	Recording Information	Document Description	Blanket	Plotted	Note
1	Book 72 Page 140-141	Right-of-Way in favor of McMann Oil Company	Yes	No	
2	Book 72 Page 141	Right-of-Way in favor of McMann Oil Company	Yes	No	
3	Book 159 Page 340	Right-of-Way in favor of Independent Pipe Line Company	Yes	No	
4	Book 66 Page 7	Right-of-Way in favor of Transok Pipe Line Company	Yes	No	
5	199600008326	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
6	199800010565	Easement for Private Streets in favor of Udell McSpadden	No	Yes	
7	200000016250	20' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
8	200300007331	10' Easement in favor of Oklahoma Gas and Electric Company	No	Yes	
9	200600003106	30' Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc.	No	Yes	A
10	201200012284	Highway Easement in favor of the State of Oklahoma	No	Yes	
11	201200012285	Utility Easement in favor of the State of Oklahoma	No	Yes	
12	201400007140	Access and Roadway Easement in favor of Gary & Barbara Chatham and ISAOA	No	Yes	

Note	Surveyor's Comments
A	Right-of-Way Easement in favor of Canadian Valley Electric Cooperative, Inc. is to be on each side of the proposed pole line and/or underground line center. The surveyor made every effort to plot said right-of-way easement in the correct location but in some cases the centerline description is ambiguous making it very difficult to positively identify on the ground.

ELEVATION
 LAND SURVEYING
 8501 SW 15TH ST
 OKLAHOMA CITY, OK 73128
 405-493-9393
 TANNER J. WENTWORTH
 PROFESSIONAL LAND SURVEYOR #1871
 C.A. #9524 EXPIRES 06-30-2026

LOCATION MAP
 POTTAWATOMIE COUNTY, OK

 T 10 N
 R 2 E

FINAL PLAT
SHAWNEE TWIN LAKES - LAKE NO. 1
PHASE 3
 BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

REVISION	BY	DATE

FIELD DATE: 05/20/25	TJW
FINAL DATE: 05/27/25	TJW
SCALE: 1"=60'	SDC
REVIEWED BY: SDG	
ELS JOB NUMBER: 2024.119	

SHEET
15 OF 16

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF SHAWNEE, hereby certifies that they are the owner of, and the only persons, firms or companies having title or interest in and to the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, a replat of a part of the final plat of Shawnee Twin Lakes - Lake No. 1, an addition to the City of Shawnee, Pottawatomie County, Oklahoma. They have caused the same to be surveyed and platted, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, being a part of Sections Fourteen (14), Fifteen (15), and Twenty-Three (23), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma.

They further certify that they are the owners of and the only persons, firms or companies who has any right, title or interest to the land included in the above mentioned Final Plat, and they do hereby dedicate all street rights-of-way and general utility easements as shown on said Final Plat to the use of the public, for public streets, public drainage and public utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances so that title is clear.

Overhead utility easements, underground utility easements, and pipeline easements as shown on said Final Plat are private easements, only to be used by the current utility service provider(s) of the existing lines for the specified use.

Access easements as shown on said Final Plat are private easements, only to be used by the lessee(s) of the lot(s) the access easement is serving.

In witness whereof, the undersigned have caused this instrument to be executed this ____ day of _____, 2025.

CITY OF SHAWNEE

Name: _____

Title: _____

STATE OF OKLAHOMA)
) SS
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 subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2025.

My Commission Expires: _____
Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, _____, Community Development Director for the City of Shawnee, hereby certify that the City of Shawnee Planning Commission duly approved the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma at a meeting the ____ day of _____, 2025.

Community Development Director

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Shawnee, Pottawatomie County, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturred installments upon special assessment have been paid in full and that there are no special assessment procedures now pending against the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma.

Signed by the City Clerk this ____ day of _____, 2025.

City Clerk

ACCEPTANCE OF DEDICATION BY CITY COMMISSION

Be it resolved by the Commission of the City of Shawnee that the dedication shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma is hereby accepted.

Adopted by the Commission of the City of Shawnee this ____ day of _____, 2025.

City Clerk Mayor

OWNER'S NOTARY CITY CLERK COUNTY TREASURER ABSTRACTOR ABSTRACTOR'S NOTARY SURVEYOR SURVEYOR'S NOTARY

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly qualified and acting County Treasurer of Pottawatomie County and that the tax records of said county show that all taxes for the year 2024 and prior years are paid on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, and that the required statutory security has been deposited in the offices of the County Treasurer guaranteeing the current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this ____ day of _____, 2025.

County Treasurer

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County and the State of Oklahoma, hereby certify that the records of said county show that the Title to the land shown on the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma is vested in the City of Shawnee, on the ____ day of _____, 2025, that there are no actions pending or judgements of any nature in any court or on file with the clerk thereof, that the taxes are paid for the year 2024 and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are no liens, or other encumbrances of any kind against the land included in the Final Plat, except mortgages, rights-of-way, easements, and mineral conveyances of record.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this ____ day of _____, 2025.

Title Company Name

Signature

STATE OF OKLAHOMA)
) SS
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 subscribed the name of the maker thereof to the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2025.

My Commission Expires: _____
Notary Public

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Tanner J. Wentworth, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of SHAWNEE TWIN LAKES - LAKE NO. 1, PHASE 3, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, represents a careful survey made under my supervision on the ____ day of _____, 2025, and that the plat of survey is an accurate representation of said survey and that all monuments shown hereon actually exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this ____ day of _____, 2025.

Tanner J. Wentworth
Professional Land Surveyor #1871

STATE OF OKLAHOMA)
) SS
COUNTY OF _____)

Before me, the undersigned, a notary public in and for said County and State on this ____ day of _____, 2025, personally appeared Tanner J. Wentworth, to me known to be the identical person who executed the above instrument and acknowledged to me that he executed that same as his free and voluntary act and deed. Given under my hand and seal the day and year last above written.

Witness my hand and seal this ____ day of _____, 2025.

My Commission Expires: _____
Notary Public

ELEVATION LAND SURVEYING 8501 SW 15TH ST OKLAHOMA CITY, OK 73128 405-493-9393 TANNER J. WENTWORTH PROFESSIONAL LAND SURVEYOR #1871 C.A. #9524 EXPIRES 06-30-2026

LOCATION MAP POTTAWATOMIE COUNTY, OK 15 14 23 10 N 2 N SUBJECT PROPERTY R 2 E

FINAL PLAT SHAWNEE TWIN LAKES - LAKE NO. 1 PHASE 3 BEING A REPLAT OF A PART OF THE FINAL PLAT OF SHAWNEE TWIN LAKES - LAKE NO. 1, AN ADDITION TO THE CITY OF SHAWNEE & BEING A PART OF SECTION 14, 15 & 23 T10N-R2E, I.M., POTTAWATOMIE COUNTY, OK

Table with columns: REVISION, BY, DATE, SURVEY BY: T.J.W., DRAWN BY: T.J.W., REVIEWED BY: SDC, SCALE: 1"=60', ELS JOB NUMBER: 2024.119

SHEET 16 OF 16



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

Date: September 15, 2025
To: City Commission
From: Kimberly Hoover, Finance Director
Subject: September 2025 Sales and Use Tax Deposit

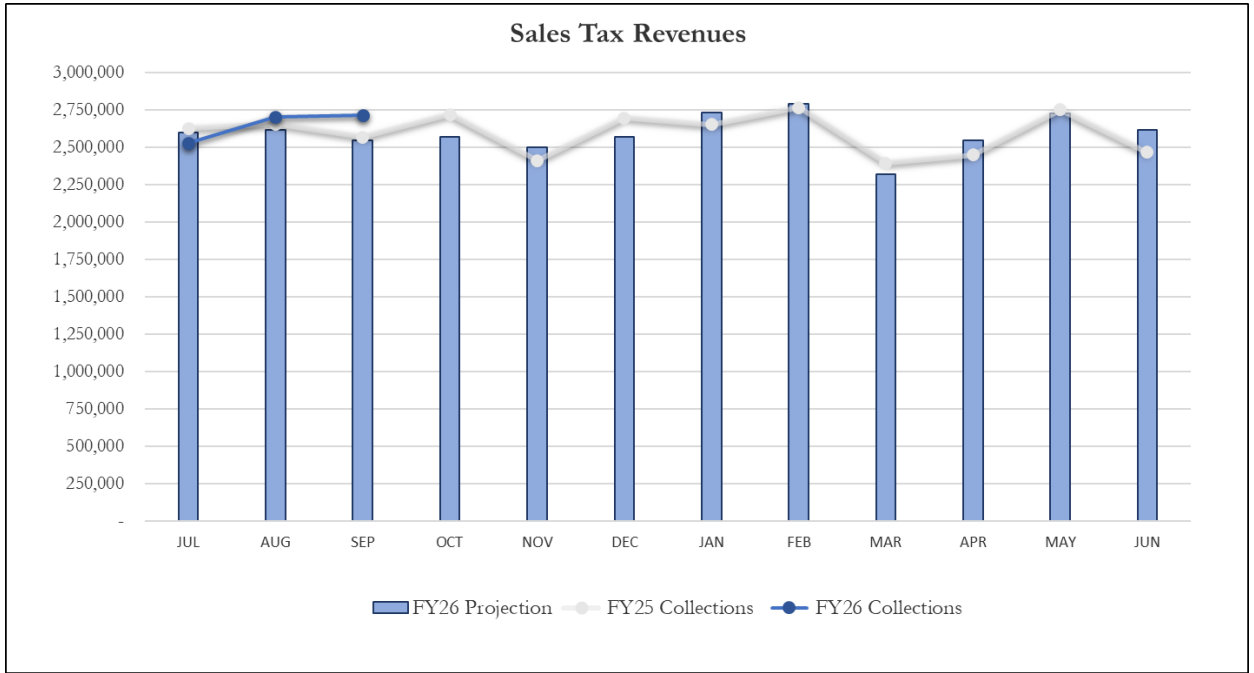
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 September consist of August estimates and July 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 September sales tax deposit was \$2,711,814.62 including interest of \$4,136.07, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,355,907.31
2018 Capital Improvements Fund	338,976.83
Capital Improvements Fund	262,707.04
Street Improvements Fund	296,604.72
Economic Development Fund	33,897.68
Police Sales Tax Fund	42,372.10
Fire Sales Tax Fund	42,372.10
2023 Capital Improvements Fund	<u>338,976.83</u>
 Total Sales Taxes Collected	 <u><u>\$ 2,711,814.62</u></u>

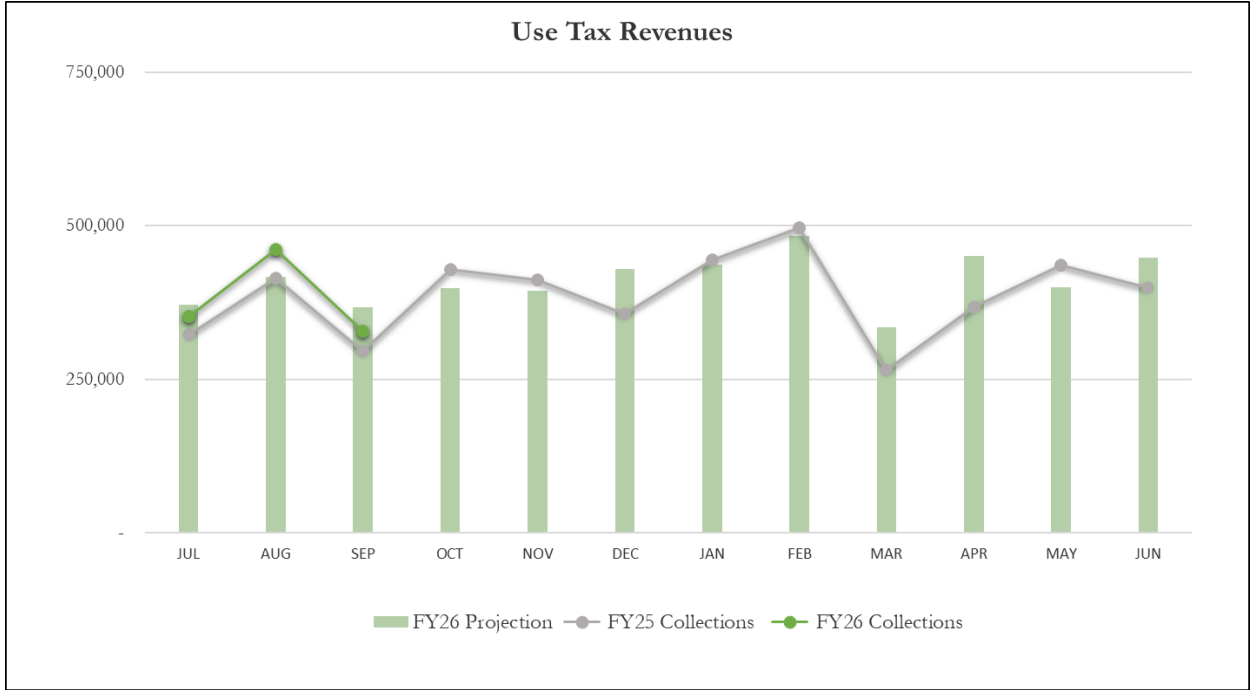
- Finance Department Report - Sales and use tax collections totaled \$3,040,392.25 for September 2025. Sales tax projections are based on an average for the most recent three years of sales tax history. For the year, sales tax collections are up \$186,070 or 2.40%, above the projected budget year-to-date, across 8 funds. Use tax collections are down \$14,851 or 1.28% below the projected budget year-to-date.

○ Fiscal Year 2026 Sales Tax Collections and Performance:



	<u>Projected Budget</u>	<u>Actual</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts - September 2025	\$ 2,543,866	\$ 2,711,815	\$ 167,949	6.60%
Sales Tax Receipts (year-to-date):	\$ 7,758,746	\$ 7,944,816	\$ 186,070	2.40%
	<u>September 2024</u>	<u>September 2025</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts (vs Prior Year):	\$ 2,567,320	\$ 2,566,716	\$ (603)	-0.02%
	<u>Year To Date FY 2024</u>	<u>Year To Date FY 2025</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts (vs Prior Year):	\$ 7,846,894	\$ 7,944,816	\$ 97,922	1.25%

○ Fiscal Year 2026 Use Tax Collections and Performance:



	<u>Projected Budget</u>	<u>Actual</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts - September 2025	\$ 367,897	\$ 328,578	\$ (39,319)	-10.69%
Sales Tax Receipts (year-to-date):	\$ 1,156,201	\$ 1,141,351	\$ (14,851)	-1.28%

	<u>September 2024</u>	<u>September 2025</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts (vs Prior Year):	\$ 348,413	\$ 296,227	\$ (52,185)	-14.98%

	<u>Year To Date FY 2024</u>	<u>Year To Date FY 2025</u>	<u>Amount Variance</u>	<u>Percentage Variance</u>
Sales Tax Receipts (vs Prior Year):	\$ 1,032,439	\$ 1,141,351	\$ 108,912	10.55%

- Fiscal Year 2026 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

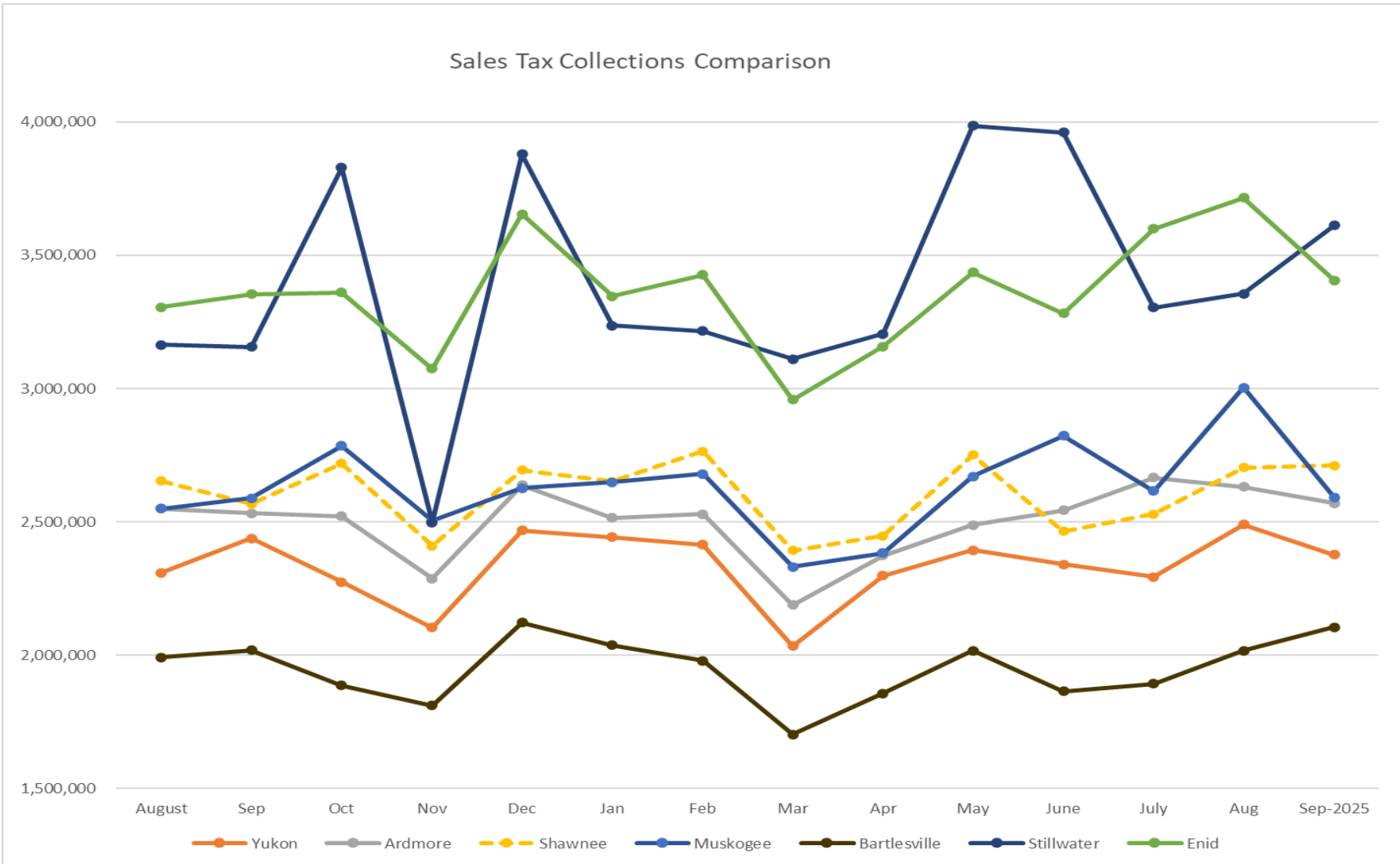
Sales Tax Above/(Below) Projections: \$ 93,035
Use Tax Above/(Below) Projections: \$ (14,851)

Appropriated:

Total Appropriated \$ -

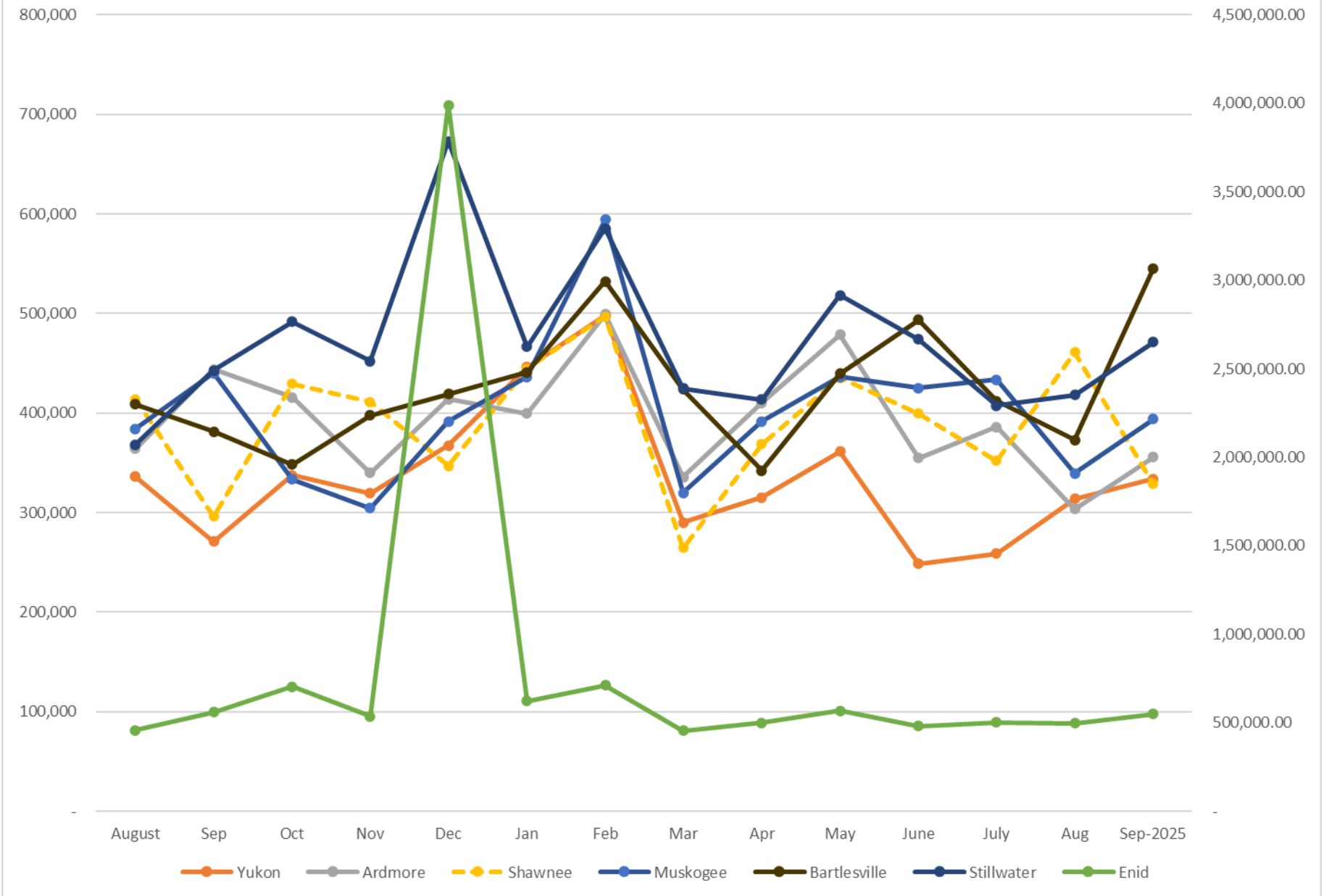
Total Unappropriated: \$ 78,184

Sales Tax Collections Comparison

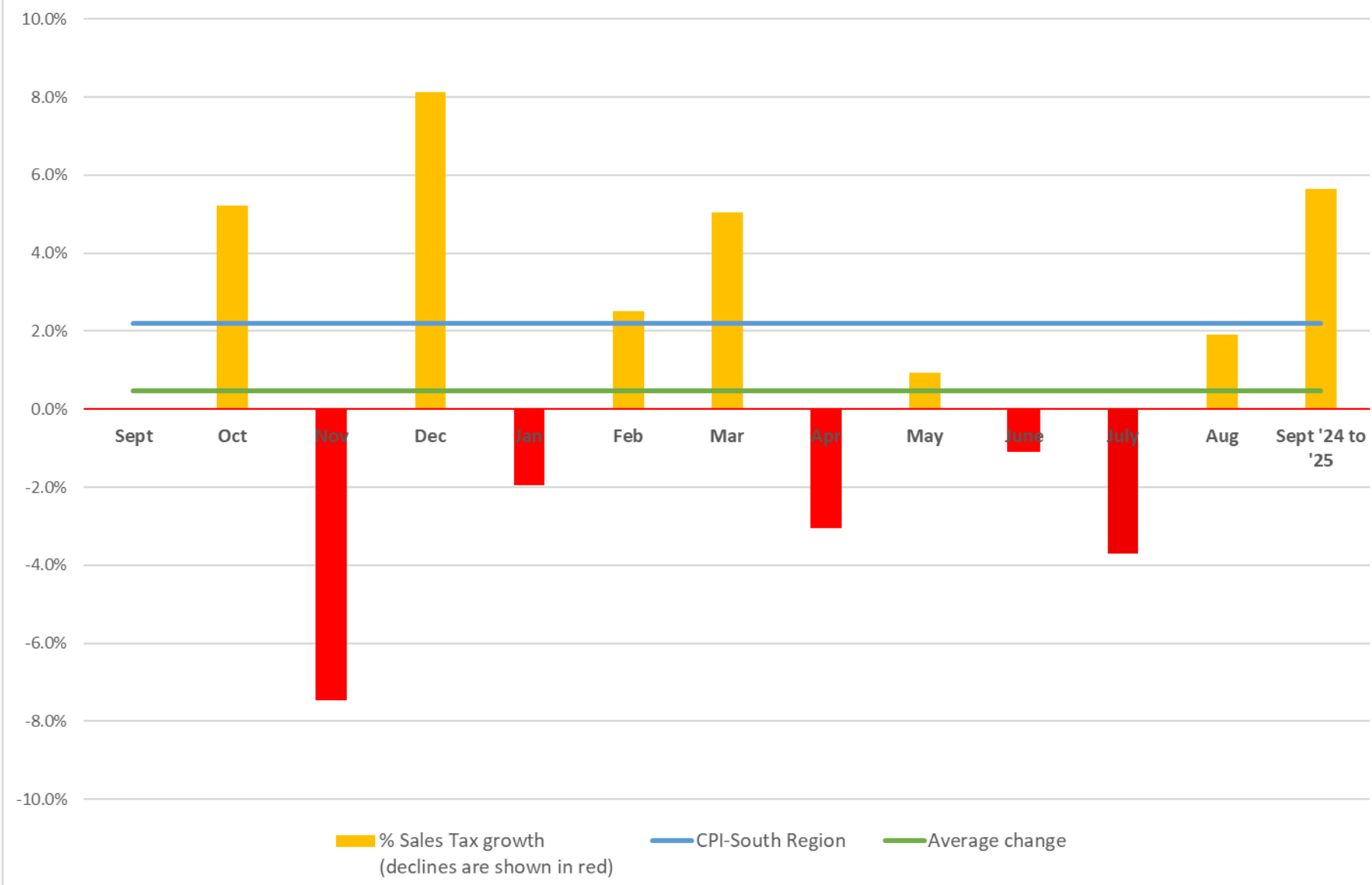


	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Use Tax Collections Comparison



Year over Year Sales Tax Growth by Month



Vacant Structure Identification Overview



Problem with Vacant Structures:

- Create Blight
- Discourage Economic Growth
- Diminish Property Values
- Create Fire Hazards
- Increase Crime
- Increase Homeless Activity





Tracking

1. Listing of vacant buildings through interagency coordination;
2. Required annual inspections of vacant buildings;
3. Maintain a working list of vacant buildings;
4. Include minimum aesthetic requirements;
5. Negotiate with property owners to provide an improvement plan;
6. Require out of town owners to assign a local agent;
7. Owners need to provide proof of liability insurance upon identification;
8. Phase in implementation of the ordinance, starting with the Main Street district or principal downtown corridors.

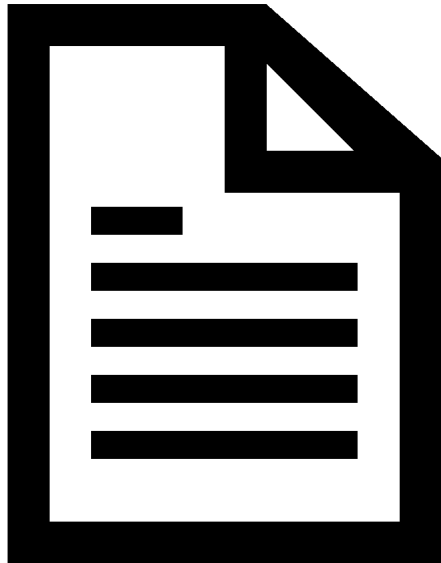
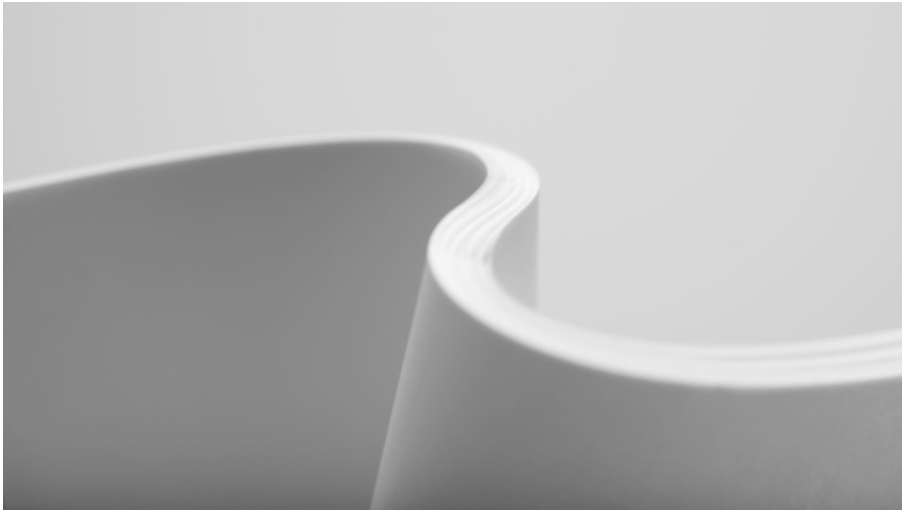
Notice Must be Posted on Building

- 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
- 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
- The posting 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.



Timeline

- April 2025 – Administrative Report
- May - June 2025 – Consideration of Vacant Building Ordinance
- July – October 2025 – Notice and Education Period
- November 1, 2025 – Effective Date of Vacant Building Ordinance



Sample Forms

Identification Form

VACANT PROPERTY/BUILDING IDENTIFICATION FORM

All vacant properties/buildings must list with the City of Shawnee in accordance with Ordinance No. 2818NS of the Shawnee Code of Ordinances. Please complete this form for each vacant property address. Temporary exemptions for disaster-affected properties, structures actively under construction, properties listed with a licensed realtor in the State of Oklahoma, or a vacant property that is being marketed for rent may be approved upon **written request**

Section I: Address/es of Vacant Property/Building (required)

Street Address/es: _____

Section II: Property Owner Information (required) *(No P.O. Boxes are permitted; must provide a building address.)*

If Individual Owner or Designated Agent, please complete the following:

Property Owner's Name: _____
Owner's Address: _____
City: _____ State: _____ Zip Code: _____
Designated Agent or Contact Person: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____

If Partnership, Corporation, trust or Other, please complete the following: *(please use the supplemental form to list east additional partner, officer, or trustee.)*

Tax ID Number of Partnership or Corporation: _____
Name of Partnership or Corporation: _____
Contact Person: _____ Title: _____
Designated Agent or Contact Person: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____

Section III: Vacant Building Plan (required)

I hereby submit a plan of *(Please Circle)*: Demolition Secure Vacancy Rehabilitation

Section IV: Proof of Insurance (Required)

If submitting a plan of demolition, please also provide proof of holding in escrow with the City of Shawnee in the amount of \$10,000 for a residential property or \$75,000 for commercial property. Escrow funds will be released upon completion of the submitted plan. Use additional paper to outline further details pertaining to your plan.

Escrow for Demolition: Yes _____ No _____

I, _____, hereby request to list the vacant property/building described above and acknowledge that the information above is complete and accurate. I have read and understand Ordinance 11-11 for owning a vacant property in the City of Shawnee and agree to comply with these requirements. In accordance with this Ordinance, I agree to notify any future owner of this vacant building identification.

Applicant's Signature

Date

Subscribed and duly sworn before me according to the law, by the above-named applicant this day _____ in the City of _____.

Notary Signature: _____

LETTER OF AGENCY (TRESPASS ENFORCEMENT AUTHORIZATION)
SHAWNEE POLICE DEPARTMENT

To:
Shawnee Police Department Records Division
912 E. Independence Street
Shawnee, Oklahoma 74801

LOCATION (Address) _____

**OWNER'S AUTHORIZATION FOR THE SHAWNEE POLICE DEPARTMENT TO ACT AS
AGENT UNDER SHAWNEE CODE OF ORDINANCES SECTION 20-26 TRESPASSING**

- a) Except as otherwise provided, no person shall enter upon or remain upon any public or private property or in any area or structure of such property when:
 - (1) Such entrance or remaining is plainly forbidden by signs, markings, or otherwise, or by verbal or written command of the owner, his agent, or employee, or by written or verbal command of city, state or federal laws, ordinances or officials; or
 - (2) The property is enclosed.
- b) Persons excepted from the above subsection are those entering:
 - (1) By authority of federal or state law or city ordinances;
 - (2) With the expressed or implied consent of the owner, his agent/employee in charge thereof; or
 - (3) When the property has been posted "illegal to occupy" by the city, the owner or owner's agent may enter the property during daylight hours to conduct necessary repairs in accordance with all codes, but may not use the property for human habitation until such approval is granted by the city.
- c) Any person violating this section, upon conviction, shall be fined in an amount as described in the city fee schedule, plus costs. Each day of such violation shall be a separate offense.

As the owner, manager or tenant of the real property located at the above address in the City of Shawnee, I (Name) _____

(choose one)

- hereby authorize officers of the Shawnee Police Department to arrest, remove, or advise any person present on the property without lawful business, during the one-year period beginning on (Date) _____.**
- hereby authorize officers of the Shawnee Police Department to arrest, remove, or advise any person present outside of posted business hours on the property without lawful business, during the one-year period beginning on (Date) _____.**

It is my intent, to cause arrest, removal or advisement of all persons under authority of section 200-260 of the Shawnee Code of Ordinances. _____ (Initials)

I also acknowledge that in order to enforce the Shawnee Code of Ordinances Section, it is my duty to assist in the prosecution of all persons who trespass on my property or who commit acts inconsistent with the peace and quiet of my neighborhood. This obligation includes testifying in open court if and when any case is to proceed to trial.

This authorization provides Police authorization to remove trespassers without first contacting the owner or property manager. Authorization must be renewed once it expires. This authorization only applies to vacant residential structures.

Trespass Authorization Form

City Commission Questions



RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA
RESOLUTION NO. 6777

September 15, 2025

**A RESOLUTION TO APPROVE PARTICIPATION IN SETTLEMENTS WITH
PURDUE PHARMA LP, MEMBERS OF THE SACKLER FAMILY, ALVOGEN,
INC., AMNEAL PHARMACEUTICALS, INC., APOTEX, INC., HIKMA
PHARMACEUTICALS USA, INC., INDIVIOR, INC., MYLAN
PHARMACEUTICALS INC., SUN PHARMACEUTICAL INDUSTRIES, INC.,
AND ZYDUS PHARMACEUTICALS**

WHEREAS, pharmaceutical opioids have harmed the City of Shawnee, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including Purdue Pharma L.P. and its related entities (“Purdue”), and Sackler family members as officers, directors, managers, and shareholders of Purdue (the “Sackler’s”).

WHEREAS, the City of Shawnee, Oklahoma has claims against Purdue and/or the Sackler’s, and has filed suit to address and seek recovery for the harms caused to it and its citizens.

WHEREAS, Purdue and the Sackler’s have agreed to settle claims of political subdivisions in the Purdue bankruptcy plan (the “Plan”) in Case Number 7:19-bk-23649, currently pending in the U.S. Bankruptcy Court for the Southern District of New York, and in the Governmental Entities Settlement Agreement (“GESA”) which settlement agreement is dated June 17, 2025.

WHEREAS, the City of Shawnee, Oklahoma has claims against the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and/or is eligible to participate in settlement agreements with these generic opioid manufacturers, which are dated April 4, 2025, to address the harms caused to it and its citizens from the opioid epidemic.

THEREFORE, it was duly moved and seconded that the following resolution be adopted.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby acknowledges receipt of the Disclosure Statement for Thirteenth Amended Joint Chapter 11 Plan of Reorganization of Purdue and Its Affiliated Debtors, and that it has been informed of the material aspects of the Plan relative to its claims against Purdue and its affiliated entities.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby elects to participate, and hereby approves its participation in, the Plan and directs its attorneys to vote on its behalf for approval of the Plan and ratifies the vote via master ballot or otherwise by its attorneys on its behalf for approval of the Plan.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute the GESA Participation and Release Form contained in the GESA as Exhibit K (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Shawnee's claims being released in the GESA, including claims against the Sackler's.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby approves the GESA dated June 17, 2025, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Shawnee to participate in the GESA dated June 17, 2025.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby approves the Purdue State-Subdivision Agreement, upon execution of the Purdue State-Subdivision Agreement by the Attorney General of the State of Oklahoma, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Shawnee to participate in the Purdue State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby authorizes the Mayor, or the Mayor's designee, to execute each of the Settlement Participation and Release Forms contained in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals (including executing such Participation Form electronically or in paper form), and agrees to the terms set forth in the Participation Form, including release of and/or dismissal with prejudice of the City of Shawnee's claims being released in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby approves the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc.,

Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Shawnee to participate in the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals.

THEREFORE, BE IT RESOLVED that the City of Shawnee, Oklahoma hereby authorizes and approves its Litigation Counsel in the opioid litigation to negotiate and enter into a State-Subdivision Agreement with the State of Oklahoma through the Attorney General on behalf of the City with respect to the Generic/Small/Secondary Manufacturer Settlements with the generic opioid manufacturers Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, and further approves and ratifies the actions of its legal counsel in executing documents necessary for the City of Shawnee to participate in said State-Subdivision Agreement.

THEREFORE, BE IT RESOLVED that City of Shawnee, Oklahoma, further authorizes its Mayor and legal counsel to take all actions required by the Plan, the GESA, and the settlement agreements with Alvogen, Inc., Amneal Pharmaceuticals, Inc., Apotex, Inc., Hikma Pharmaceuticals USA, Inc., Indivior Inc., Mylan Pharmaceuticals Inc., Sun Pharmaceutical Industries, Inc., and Zydus Pharmaceuticals, referenced herein, for the benefit of the City of Shawnee, Oklahoma, including executing any documents required to finalize the participation of the City of Shawnee, Oklahoma in the Plan, GESA, and generic manufacturer settlement agreements.

The City of Shawnee, Oklahoma adopted the above Resolution on the 15th day of September, 2025.

CITY OF SHAWNEE, OKLAHOMA

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC, CITY CLERK