

AGENDA
BOARD OF CITY COMMISSIONERS
JULY 20, 2026 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. Presentation of Certificates of Election to Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.
3. Swearing in of Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.
4. Consider approval of Consent Agenda:
 - a. Minutes from the June 15, 2026, regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the June 3, 2026, regular meeting.
 - Shawnee Beautification, Parks, and Recreation Committee Minutes from

the April 16, 2026, regular meeting.

- License Payment Report for June 2026.
- Project Payment Report for June 2026.

c. Mayor Appointments:

- Airport Advisory Board
Dell Kerbs 1st Full Term Expires: July 1, 2029
Replaces Scott Lee, Term Expired

d. Lake Lease Transfer:

- Eckel Tract Lot 5
15309 Eckel Road
From: Murphy 2015 Revocable Trust
To: Charles H Goff II

e. Renewal of the following agreements for Fiscal Year 2026-2027:

- Agreement with Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.
- Agreement with Shawnee Trap Club for use of City Property known as Shawnee Twin Lakes Trap Range.
- Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.
- Agreement with Pottawatomie County District Court (Judicial District 23) to enable Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.
- Engagement Letter with Crawford and Associates for Accounting and Consulting Services.
- Agreement with Pottawatomie County Public Safety Center for Jail Services.

f. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 603 — Insurance Recovery — To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for a vehicle

involved in an accident to transfer to Capital Outlay - Equipment for the Parks Department.

g. Budget Amendments for Fiscal Year 2026-2027:

- Fund 001 — General Fund — To appropriate monies from Cintas Settlement to transfer to Medical supplies for Streets, Traffic, and Parks Departments for expenditures in FY27.
- Fund 301 — Capital Improvement Fund — To appropriate monies from the sale of property to transfer to Capital Outlay — Police Vehicles for the Police Department expenditures in FY27.
- Fund 604 — Health Self-Insur Fund — To appropriate Health Insurance Funds from the City Manager, Shawnee Municipal Authority, and Shawnee Airport Authority budgets for transfer to the newly created Fund 604 Health Self-Insur Fund to pay claims and administration costs.

h. Acknowledgment of Change Order No. 2 for SW Loop Water Main Project.

i. Approval of purchase of Paladin Drones, in compliance with the City of Shawnee's approved Capital Improvement Project 2027-2031.

j. Approval of the purchase of a replacement Fire Department vehicle for Chief 1, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

k. Approval of the purchase of a replacement Fire Department vehicle for Training 1, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

l. Approval of the purchase of a Broce Broom, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

m. Approval of the purchase of a Kubota Tractor, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

n. Approval of a Memorandum of Understanding between the City of Shawnee, Oklahoma and Shawnee Public Schools Regarding Demolition of Washington Elementary School.

o. Approval of Facilities Use Agreement Between Gordon Cooper Technology

Center (GCTC) and the City of Shawnee.

5. Presentation of the Pet of the Month by Animal Control.
6. 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.
7. 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.
8. Consideration of a Contract for Design Services for the Farrall Park Project with PDG, LLC.
9. Consideration of an ordinance amending Article VI of Chapter 20, providing certain prohibitions against certain public conduct contrary to public health and safety, which shall be added to Chapter 20 [Offenses and Miscellaneous Provisions] of the City Code; and also providing for severability, codification, and repeater. (*Deferred from April 20, 2026 City Commission Meeting.*)
10. Consideration of an emergency clause as it relates to Agenda Item No. 9 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.
11. Public Hearing for a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road.
Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson
12. Consideration of a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road.
Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson
13. Consideration of a Revised Final Plat for Adcock Addition, Phase 1.
Case No.: FPL01-26 | Applicant: TJT Holding, LLC c/o Landes Engineering

14. Reconsideration of consideration of renewal of a Contract for Economic Development Services between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. pursuant to Shawnee City Code, Article II, Division 1, Section 2-30. *(Deferred from the June 15, 2026, City Commission meeting.)*
15. Consideration of renewal of a Contract for Economic Development Services Between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. *(Only considered if Agenda Item No. 14 is approved.) (Deferred from the June 15, 2026, City Commission meeting.)*
16. Consideration of a resolution of the City of Shawnee acknowledging a whistleblower complaint alleging financial misconduct within the Shawnee Hospital Authority; supporting its investigation; expressing support for the District Attorney of the 23rd Judicial District; and requesting a forensic audit relating to the allegations.
17. Acknowledge Monthly Sales Tax Report.
18. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
19. Commissioners Comments
20. 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)



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

Date: July 20, 2026
To: Board of City Commissioners
From: Lisa Lasyone, Chief Operations Officer | City Clerk
Sponsor: Lisa Lasyone, Chief Operations Officer | City Clerk
Subject: Presentation of Certificates of Election to Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

Background: Incumbants Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter were elected by a vote of the people during the June 16, 2026, Primary Election. They will each serve another four-year term.

Financial Impact: N/A

Attachments: Certificate of Election - Matthews, Certificate of Election - Richter

Staff Recommendation: Presentation of Certificates.

COUNTY ELECTION BOARD STATE OF OKLAHOMA

POTTAWATOMIE COUNTY CERTIFICATE OF ELECTION

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

DANIEL J. MATTHEWS

Is elected to the office of

CITY OF SHAWNEE - WARD ONE COMMISSIONER

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 22 day of June.



Patricia Carter

Secretary, Pottawatomie County Election Board

COUNTY ELECTION BOARD STATE OF OKLAHOMA

POTTAWATOMIE COUNTY

CERTIFICATE OF ELECTION

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

LAUREN RICHTER

Is elected to the office of

CITY OF SHAWNEE - WARD SIX COMMISSIONER

In testimony whereof, the County Election Board of Pottawatomie County of Oklahoma has caused this Certificate of Election to be issued by the Secretary of the Pottawatomie County Election Board and its official seal to be hereunto affixed on the 22 day of June.



Patricia Carter

Secretary, Pottawatomie County Election Board



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

Date: July 20, 2026
To: Board of City Commissioners
From: Lisa Lasyone, Chief Operations Officer | City Clerk
Sponsor: Lisa Lasyone, Chief Operations Officer | City Clerk
Subject: Swearing in of Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

Background: Swearing in of Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

Financial Impact: N/A

Attachments:

Staff Recommendation: Swear in Commissioner Matthews and Commissioner Richter.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Lisa Lasyone, Chief Operations Officer | City Clerk
Sponsor: Lisa Lasyone, Chief Operations Officer | City Clerk
Subject: Minutes from the June 15, 2026, regular meeting.

Background: Consideration of the Minutes from the June 15, 2026, regular meeting.

Financial Impact: Not applicable.

Attachments: CC 6-15-2026 Minutes Draft

Staff Recommendation: Approval.

DRAFT

BOARD OF CITY COMMISSIONERS PROCEEDINGS

JUNE 15, 2026 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, June 15, 2026, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, June 11, 2026 at 5:20 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 Shuler

Commissioner Ward 2

Chris Odneal

Commissioner Ward 3

Absent

Commissioner Ward 4

Mark Sehorn

Commissioner Ward 5

Lauren Richter

Commissioner Ward 6

ABSENT: Ashley Fichtner

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. Paul McElfresh, Mr. Ryan Grider, Mr. Wendell Richards, Mr. Greg Sebastian, Mr. Bryan Dozier, and Ms. Theresa Cody spoke during Citizens Participation.

2. Consider approval of Consent Agenda:

a. Minutes from the May 18, 2026, regular meeting and June 9, 2026 and June 10, 2026, special call meetings.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the March 4, 2026 regular meeting.
- License Payment Report for May 2026.
- Project Payment Report for May 2026.

c. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 001 — General Fund — To fund an increase for health insurance costs.
- Fund 113 — Drug Forfeiture Fund — To appropriate monies received from the State of Oklahoma Bureau of Narcotics to transfer to K-9 Services & Supplies and Tools & Minor Equipment for the Police Department expenditures in FY26.
- Fund 304 — American Rescue Plan Fund — To appropriate monies received from American Rescue Plan for a reimbursement for Walnut Street Waterline and SW Loop Waterline to transfer to Capital Outlay - Buildings & Improvements for expenditures in FY26.
- Fund 603 — Insurance Recovery Fund — To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for the

Lake Boat Dock to transfer to Capital Outlay - Buildings & Improvements for the Police Department expenditures in FY26.

d. Acknowledge the resignation of Sally Murphy from the Shawnee Senior Citizens Advisory Board effective June 1, 2026.

e. Mayor Appointments:

- Airport Advisory Board

Alan Atkins	1st Full Term	Expires: July 1, 2029
<i>Replaces Blake White, Term Expired Effective July 1, 2026</i>		

- Shawnee Beautification, Parks, and Recreation Committee

Sue Nelson	2nd Full Term	Expires: May 1, 2029
<i>Reappointment</i>		

Joseph Szczepanski	1st Full Term	Expires: May 1, 2029
<i>Reappointment</i>		

- Shawnee Senior Citizens Advisory Board

Barry Fogerty	2nd Full Term	Expires: July 1, 2029
<i>Reappointment</i>		

f. Lake Lease Transfer:

- Belcher Tract Lot 3
15514 Nickens Rd
From: Stony & Kourtney Roberson
To: Darr Enterprises LLC

g. Renewal of the following agreements for Fiscal Year 2026-2027:

- Interlocal agreement with Pottawatomie County Commissioners for repair of public roads within the City Limits.
- Agreement with Central Oklahoma Community Action Agency (COCAA) operating as Central Oklahoma Transit System (COTS) for Public Transportation Services.
- Agreement with REACT Ambulance Authority for Dispatch Services.
- Agreement with Grove Elementary School District for Supplemental Police Services.
- Agreement with Independent School District North Rock Creek for Police Services.
- Agreement with Bethel Acres Fire Department for Dispatch Services.
- Agreement with McLoud Fire Department for Dispatch Services.
- Agreement with Dace Dockery for use of City Property known as the Regional Park Property.

h. Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with GFL Environmental, formerly Central Disposal, for

Fiscal Year 2026-2027.

- i. Acknowledge the Management Agreement with Global Spectrum L.P. d/b/a Oak View Group for Management Services at the Heart of Oklahoma Exposition Center for Fiscal Year 2026-2027.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to approve Consent Agenda Item Nos. 2(a-i). Motion carried 6-0-0.

AYE: Matthews, Odneal, Stephens, Sehorn, Richter, Shuler

NAY: None

ABSTAIN: None

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

Animal Control Officer Kim Fackler introduced Buddy, an approximately 10-year-old dog.

4. Consideration of a resolution adopting the Fiscal Year 2026-2027 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2026, through June 30, 2027.

Finance Director Kimberly Hoover provided a Staff report.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to approve a resolution adopting the Fiscal Year 2026-2027 Budget for the City of Shawnee, Oklahoma for the period of July 1, 2026, through June 30, 2027.

Resolution No. 6793 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEAR 2026-2027 BUDGET FOR THE CITY OF SHAWNEE, OKLAHOMA FOR THE PERIOD JULY 1, 2026, THROUGH JUNE 30, 2027.

Motion carried 6-0-0.

AYE: Matthews, Sehorn, Richter, Shuler, Odneal, Stephens

NAY: None

ABSTAIN: None

5. Consideration of a resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2027 through 2031.

Finance Director Kimberly Hoover provided a Staff report.

A motion was made by Commissioner Richter, seconded by Commissioner Shuler, to approve a resolution adopting the City of Shawnee Five-Year Capital Improvement Plan for Fiscal Years 2027 through 2031.

Resolution No. 6794 was introduced.

A RESOLUTION APPROVING AND ADOPTING THE FISCAL YEARS 2027-2031 CAPITAL IMPROVEMENT PLAN.

Motion carried 6-0-0.

AYE: Richter, Shuler, Odneal, Stephens, Sehorn, Matthews

NAY: None

ABSTAIN: None

6. Presentation of the Fiscal Year 2024-2025 Annual Comprehensive Financial Report and Single Audit Report.

Finance Directory Kimberly Hoover introduced Mr. Kency Duarte with Arledge & Associates. Mr. Duarte gave a presentation regarding the 2024-2025 Annual Comprehensive Financial Report and Single Audit Report.

7. Consideration of the purchase of a security camera system from Tru Technologies, in compliance with the approved Capital Improvement Plan for 2027-2031.

Chief Information Officer Ryan Ayers stated that the purpose of this project is to provide security camera coverage for the exterior of City Hall, Annex, and Public Works buildings, as well as key interior areas including building entrances, exits, and common spaces. The scope of this project includes the purchase of hardware and installation.

A motion was made by Commissioner Sehorn, seconded by Mayor Stephens, to approve the purchase of a security camera system from Tru Technologies, in compliance with the approved Capital Improvement Plan for 2027-2031. Motion carried 6-0-0.

AYE: Sehorn, Stephens, Richter, Matthews, Shuler, Odneal

NAY: None

ABSTAIN: None

8. Discussion of Economic Development services for Fiscal Years 2025-2026 and 2026-2027 for the City of Shawnee.

City Attorney Joe Vorndran stated that the item was requested to be placed on the agenda to allow the Commission to have discussions regarding Shawnee Forward and economic development with the City.

9. Reconsideration of consideration of renewal of a Contract for Economic Development Services Between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. pursuant to Shawnee City Code, Article II, Division 1, Section 2-30.

City Attorney Joe Vorndran stated that the City Charter contains specific procedures for an agenda item can be reconsidered. He said that Agenda Item Nos. 9 and No. 10 are similar. The procedure requires a separate vote to reconsider. If approved, the original item can be considered. If Agenda Item No. 9 does not receive an affirmative vote, then Agenda Item No. 10 will not be considered.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Odneal, to defer the item to the July 20, 2026, City Commission Meeting. Motion carried 6-0-0.

AYE: Matthews, Odneal, Stephens, Sehorn, Richter, Shuler

NAY: None

ABSTAIN: None

10. Consideration of renewal of a Contract for Economic Development Services Between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. (*Only considered if Agenda Item No. 9 is approved.*)

City Attorney Joe Vorndran stated that action does need to be taken on this item and Staff recommendation is that action is identical to the action taken on Agenda Item No. 9.

A motion was made by Vice Mayor Matthews, seconded by Mayor Stephens, to defer the item to the July 20, 2026, City Commission Meeting. Motion carried 6-0-0.

AYE: Matthews, Stephens, Sehorn, Richter, Shuler, Odneal

NAY: None

ABSTAIN: None

11. Public Hearing for a request for a Conditional Use Permit (CUP) to operate a Short Term Rental at the property addressed as 1309 North Broadway Street. Case No. CUP01-26 | Applicant: Mark & Christina Hanson

Community Development Director Petya Stefanoff stated that the applicant is requesting a Conditional Use Permit (CUP) to operate a Short Term Rental (STR) at the property addressed as 1302 N Broadway Street. The Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider a request for a Conditional Use Permit (CUP) to operate a Short Term Rental at the property addressed as 1309 North Broadway Street. Ms. Christina Hanson spoke in favor of the request. No one spoke against the request. The public hearing was closed.

12. Consideration of a request for a Conditional Use Permit (CUP) to operate a Short Term Rental at the property addressed as 1309 North Broadway Street. Case No. CUP01-26 | Applicant: Mark & Christina Hanson

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Matthews, to approve a request for a Conditional Use Permit (CUP) to operate a Short Term Rental at the property addressed as 1309 North Broadway Street. Motion carried 6-0-0.

AYE: Sehorn, Matthews, Shuler, Odneal, Stephens, Richter

NAY: None

ABSTAIN: None

13. Consideration of a resolution authorizing Staff to apply and administer the United States Department of Agriculture's (USDA) Rural Business Development Grants (RBDG) in Oklahoma and authorizing the City Manager to sign the grant documents.

No action taken.

14. Discussion regarding proposal to amend Article VI of Chapter 20, providing certain prohibitions against certain public conduct contrary to public health and safety, which shall be added to Chapter 20 [Offenses and Miscellaneous Provisions] of the City Code; and also providing for severability, codification, and repealer.

City Attorney Joe Vorndran provided a Staff report. He stated that the item came on for consideration in April. At that time, it was deferred to the July 20, 2026, City Commission meeting. The item is an updated ordinance for clarification. Staff is welcoming comments from Commissioners with regard to specific provisions prior to the item being considered in July.

15. Acknowledge Monthly Sales Tax Report.

Finance Director Kimberly Smith reported sales tax collections are up Three Hundred Thirty-Seven Thousand Four Hundred Seventeen Dollars (\$337,417 .00) or One Point Zero Eight Percent (1.08%), above the projected budget year-to-date. She stated that use tax collections are down Fifty-Seven Thousand Seven Hundred Seventy Dollars (\$57,770.00) or One Point One Seven Percent (1.17%), below the projected budget year-to-date.

16. 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.

17. Commissioners Comments

The Mayor and Commissioners encouraged everyone to vote tomorrow (Tuesday).

Vice Mayor Matthews commented on Citizens Participation discussion regarding the Northside Wastewater Treatment Plant and REACT. He stated that CivicPlus may have an option to add who has requested or placed an item on the agenda and would like to discuss it with management.

Commissioner Shuler commented on attending a Flag Day event yesterday.

Commissioner Odneal stated that in June and July the Mabee-Gerrerr Museum has free admission. He also said that July 7, 2026, is the Stay and Shop Downtown event and this Friday is Juneteenth fellowship at 6:00 p.m. at Epic Snow Cones (Dunbar and Beard).

Mayor Stephens commented on Citizens Participation discussion regarding the Northside Wastewater Treatment Plant and thanked REACT. He encouraged everyone to vote.

Commissioner Sehorn commented on the budget.

Commissioner Richter commented on the budget.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR
TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE

MUNICIPAL AUTHORITY (7:00 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE
CHAIR (7:12 P.M.)

18. 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.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Sehorn, to decline to enter into executive session and consider this night's meeting adjourned. Motion carried 5-1-0.

AYE: Matthews, Sehorn, Richter, Shuler, Odneal

NAY: Stephens

ABSTAIN: None

Meeting Adjourned at 7:14 pm

19. 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.

No action taken.

20. Adjournment

No action taken.

ERIC STEPHENS, MAYOR

ATTEST:

LISA LASYONE, MMC
CITY CLERK



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

Date: July 20, 2026
To: Board of City Commissioners
From: Lisa Lasyone, Chief Operations Officer | City Clerk
Sponsor: Lisa Lasyone, Chief Operations Officer | City Clerk
Subject: Acknowledge the following minutes and reports:

Background: This item acknowledges the approved minutes of the City's advisory boards, as well as the licensing and project payment reports for the previous month.

Financial Impact: None

Attachments:

Staff Recommendation: Acknowledge minutes and reports.

PLANNING COMMISSION MINUTES

DATE: June 3, 2026

MINUTES

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on June 3, 2026, at 1:30 p.m., according to notice duly posted as prescribed by law.

Chair Barrett called the meeting to order at **1:31 p.m.** City Planner Diana Hood called Roll and stated a quorum was present.

The following Commissioners were present:

Present: Alexander, Reese, Barrett, Johnson, Burrell

Absent: Porter, Hayes

Vacant:

Item 1. Consideration of approval of the minutes from the regular meeting on March 4, 2026.

Chair Barrett asked for questions or corrections to the minutes. Commissioner Reese motions to approve the minutes as presented, which Commissioner Alexander seconds.

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

Aye: Alexander, Reese, Barrett, Johnson, Burrell

Nay: None

Abstain: None

Item 2. Public Hearing and Consideration of a request for a Conditional Use Permit to operate a Short Term Rental at the property addressed as 1309 N Broadway Street.

Case No. CUP01-26 | Applicant: Mark & Christina Hanson

City Planner Diana Hood presents the staff report and asks if there are any questions for staff. Commissioner Burrell clarifies that the section of code referenced in the report contains the City regulations for operating a Short-Term Rental and the process by which a license to operate can be revoked by the City. Ms. Hood notes that a CUP and a License to operate are both needed before activity may begin. She continues to state that the applicant has provided the house rules that they expect guests to follow, and are included in the agenda packet.

Seeing no more questions for staff, Commissioner Porter opens the public hearing and asks if there is anyone in attendance that wishes to speak on the item.

Mark and Christina Hanson, the applicants, approach and state that the home was purchased with the primary purpose of being somewhere Mrs. Christina Hanson can stay when she is in town for her work with Oklahoma Baptist University (OBU). They live out of state, however Mrs. Hanson's job will require her to come to Shawnee occasionally. Mr. Hanson continues to note that when the house is vacant, they would be lending the space only to other OBU faculty, and they will not be listing the home on any rental website.

Commissioner Reese asks how many days at a time the home will be rented out, and Mr. Hanson responds that it will only be from 3 to 10 days at a time. Commissioner Reese asks what kind of program OBU has that only lasts such a short period of time. Mrs. Hanson speaks, stating that she is one of the faculty on a new rotational schedule for several new hybrid courses at OBU.

Chair Barrett asks if there are any others in attendance who wish to speak on the item. Seeing none, Chair Barrett closes the public hearing and calls for the Commission to discuss.

Vice-Chair Johnson moves to **APPROVE Case No. CUP01-26**, which Commissioner Reese seconds.

Motion **passes 5-0-0**

Aye: Alexander, Reese, Barrett, Johnson, Burrell

Nay: None
Abstain: None

Item 3. Community Development Department Update

Community Development Director Petya Stefanoff reports that the next scheduled walk audit has been moved to the following Wednesday, June 10, at 9am at the Jefferson School, 405 West Dewey Street. She notes that the schedule has not been updated on the website yet, since the City's website administrator is currently out of office.

Mrs. Stefanoff continues, stating that the American Planning Association (APA) is once again preparing a multi-day course for Citizen Planner Certification courses, designed to inform officials like the Planning Commission and City Commission. They will be hosted on four (4) Fridays, starting on July 31st, then August 7th, August 14th, and August 28th. It will be hosted by OG&E at their headquarters in Oklahoma City. The purpose of these courses is to help officials understand Planning basics so they can make better informed decisions for their communities.

Mrs. Stefanoff notes that registration for this course is not yet open, but will be soon and that spots fill up quickly.

Vice-Chair Johnson asks if it is required to attend all four sessions, and Mrs. Stefanoff notes that attendance is optional, but it is required to receive the certificate. Mrs. Stefanoff says that once registration is open, she will send an email with the website link.

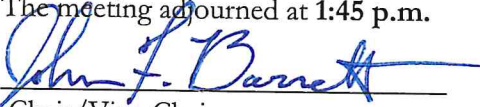
Item 4. Planning Commissioners' Comments

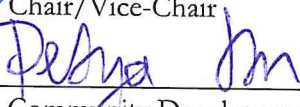
Vice-Chair Johnson echoes the Director's encouragement to attend the walk audits, as it provides opportunities to gain additional perspective on the community. She also notes that Shawnee Public Schools has a new fitness facility that is open to the public, and would be something nice to take advantage of during the summer season.

Commissioner Reese asks Mrs. Stefanoff what the data from the walk audits is used for, and she responds that the information gathered will be incorporated into the next year's CIP Planning, and can be used to justify applying for grants.

Item 5. Adjournment

The meeting adjourned at 1:45 p.m.


Chair/Vice-Chair


Community Development Director

1 July 2026
Date

07-01-26
Date

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

APRIL 16, 2026 AT 4:00 PM

The Shawnee Beautification, Parks, and Recreation Committee of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on April 16, 2026 at 4:00 P.M., pursuant to notice duly posted as prescribed by law at 9:07 A.M. on April 15, 2026. Vice Chairperson Lankford presided and called the meeting to order. Upon roll call, the following members were in attendance.

Vacant
Chairperson

Sherry Lankford
Vice Chairperson

Raymond Lutomski Jr.
Committee Member

Joseph Szczepanski
Committee Member

Sue Nelson
Committee Member

Absent
Committee Member

Absent
Commissioner/Committee Member

Nathan Ferguson
Committee Member

ABSENT: Chris Johnston and Lauren Richter

CALL TO ORDER

DECLARATION OF QUORUM

1. Welcome and Introduction of Newly Appointed Board Member Nathan Ferguson.

Mr. Ferguson was introduced to the committee.

2. Consideration of approval of the Minutes from the January 15, 2026 regular meeting.

A motion to approve the January 15, 2026 minutes was made by Mr. Lutomski. A 2nd was made by Joseph Szczepanski. Motion carried 5-0.
Aye: Sherry Lankford, Sue Nelson, Nathan Ferguson, Joseph Szczepanski, and Raymond Lutomski.
Nay: None

3. Staff Reports

Staff discussed summer programs.

Chris Johnston arrived at 4:04 P.M. during the Staff Report.

4. Discussion of Arbor Day.

Kerri Foster spoke about Arbor Day Activities scheduled for Saturday, April 18, 2026, at Woodland Veterans Park.

5. Discussion of Parks Master *Plan*.

Kerri Foster informed the committee she is working on the Parks Master Plan and will have more information soon.

6. Consideration of next steps of Art Project.

The committee discussed what the possible next steps are for the project.

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

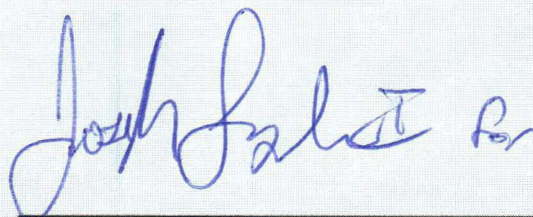
No citizens participation at this meeting.

8. Committee Comments

Ms. Lankford let the committee know this was her last meeting serving on the committee as she had declined reappointment.

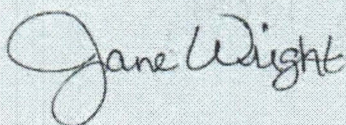
9. Adjournment

The meeting adjourned at 4:40 P.M.



SHERRY LANKFORD
VICE CHAIRPERSON

ATTEST:



JANE WRIGHT
SECRETARY

Entity Payment Report

6/1/2026 - 6/30/2026

Payment Date	Name	Payment Type	Receipt #	Payment Amount
6/30/2026	SMART HOME PRO'S	IBX CC	5337	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5336	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5335	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5334	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5333	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5332	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5331	50.00
6/30/2026	SMART HOME PRO'S	IBX CC	5330	50.00
6/30/2026	need insurance - A/C DOCTORS, LLC	IBX CC	5329	100.00
6/30/2026	need insurance - BENCHMARK ELECTRIC	Cash	5328	100.00
6/29/2026	GREENFIELD ELECTRIC	Cash	5327	100.00
6/29/2026	SHAWNEE BOWL	Check	5325	450.00
6/26/2026	LOVE'S TRAVEL STOPS & COUNTRY STORES, INC dba LOVE'S COUNTRY STORE #49	Check	5324	450.00
6/25/2026	LUCKY DAY HVAC	Check	5323	75.00

6/25/2026	need insurance - BUTLER PLUMBING, INC	Check	5322	75.00
6/25/2026	ALDI (TEXAS) LLC	Check	5321	15.00
6/24/2026	CHARLES H GOFF II	IBX CC	5320	1,899.00
6/24/2026	CNR ELECTRIC	IBX CC	5319	100.00
6/24/2026	BANCFIRST	Check	5318	15.00
6/24/2026	BANCFIRST	Check	5317	15.00
6/24/2026	BANCFIRST	Check	5316	15.00
6/24/2026	BANCFIRST	Check	5315	15.00
6/24/2026	IMMANUEL BAPTIST CHURCH	Check	5314	15.00
6/23/2026	FULL SPEED ELECTRIC	Check	5313	75.00
6/22/2026	MICHAEL LOWREY	Check	5312	824.00
6/22/2026	WACHTER, INC	Check	5311	75.00
6/18/2026	PHOENIX ASIAN DINER	Check	5310	450.00
6/18/2026	GARY LLOYD RANEY II	IBX CC	5309	50.00
6/18/2026	TYLER RANEY	IBX CC	5308	50.00
6/18/2026	GARY JOE RANEY	IBX CC	5307	50.00
6/18/2026	need insurance - SHAWNEE ELECTRIC	Check	5306	75.00
6/18/2026	need insurance - SOWDER HEATING & AIR	Check	5305	75.00
6/17/2026	AC SURGEONS LLC	Cash	5304	100.00
6/16/2026	ALIGNED ELECTRIC	IBX CC	5303	100.00
6/16/2026	ONPOINT ELECTRIC	IBX CC	5302	100.00

6/15/2026	MJ MECHANICAL LLC	Check	5301	100.00
6/15/2026	MICHAEL & KRISTI TISCHER	IBX CC	5300	25.00
6/15/2026	BELLADONA INK	IBX CC	5299	50.00
6/15/2026	SANTA FE CATTLE COMPANY	Check	5298	905.00
6/15/2026	WALGREEN CO #11811	Check	5297	450.00
6/15/2026	WALGREEN CO #4269	Check	5296	450.00
6/15/2026	GATLIN HEAT AND AIR	Check	5295	75.00
6/15/2026	WILLIAM & KRISTIN JONES	Check	5294	824.00
6/15/2026	GREGORY & MARY BETH TREECE	Check	5293	824.00
6/15/2026	AIRCO SERVICE INC	IBX CC	5292	100.00
6/15/2026	SPARKS HEATING & AIR	Check	5291	75.00
6/12/2026	\$ - RANDELL BRANSCUM	IBX CC	5290	15.00
6/12/2026	SELECT SERVICE ELECTRIC	Check	5289	75.00
6/12/2026	MICHAEL & MEG VORNDRAN	Check	5288	15.00
6/12/2026	need septic receipt - JANICE DOERGE	Check	5287	824.00
6/11/2026	OKLAHOMA CVS PHARMACY#6 142	Check	5286	450.00
6/11/2026	BIRD DOG PLUMBING	IBX CC	5285	75.00
6/10/2026	GENESIS ELECTRICAL SERVICES	IBX CC	5284	75.00

6/9/2026	DANA WHITAKER	Cash	5283	15.00
6/9/2026	need insurance - PERSONAL PLUMBING (P)	Check	5282	75.00
6/9/2026	need insurance - PERSONAL PLUMBING (M)	Check	5281	75.00
6/9/2026	TJ MAXX #1433	Check	5280	15.00
6/9/2026	ALARM SERVICES	Check	5279	15.00
6/9/2026	NATHAN HODGES	Check	5278	15.00
6/9/2026	RUSSELL BRANAN PLUMBING	IBX CC	5277	175.00
6/9/2026	ELBERT WELLS	Check	5276	25.00
6/9/2026	JBT ELECTRIC LLC	IBX CC	5275	75.00
6/8/2026	WOOD AIR CONDITIONING, LLC	IBX CC	5274	100.00
6/8/2026	\$ - DAVIS A/C & HEAT	Check	5273	75.00
6/8/2026	need inspection - EL HIJO, LLC dba CHELINO'S MEXICAN RESTAURANT	IBX CC	5272	50.00
6/8/2026	DAVIS ELECTRIC	IBX CC	5271	75.00
6/8/2026	FARON & CATHY KINCHELOE	Check	5270	824.00
6/8/2026	BMF ELECTRIC LLC	Check	5269	75.00
6/5/2026	ADVENT MECHANICAL	IBX CC	5268	75.00

6/5/2026	ENID STORM SHLETTERS LLC	IBX CC	5267	75.00
6/4/2026	LONNIE M COX	Check	5266	824.00
6/4/2026	STANLEY PLUMBING SERVICES, LLC	IBX CC	5265	75.00
6/4/2026	RAYMOND & JENNIFER BURRELL	Check	5264	824.00
6/4/2026	RAYMOND BURRELL	Check	5263	824.00
6/3/2026	PAMELA MASTON	Cash	5262	25.00
6/3/2026	DUST BOWL DISPOSAL COMPANY, LLC	IBX CC	5261	75.00
6/3/2026	BLUE WATER PLUMBING LLC	IBX CC	5260	100.00
6/3/2026	ELITE PIPING CONTRACTOR S, INC	IBX CC	5259	100.00
6/3/2026	BENS ELECTRIC LLC	Check	5258	75.00
6/3/2026	AN OCCASIONAL SALE	Check	5257	50.00
6/2/2026	QUALITY STAINLESS LLC	IBX CC	5256	100.00
6/2/2026	\$ - RENEE BYKERK	Cash	5255	824.00
6/1/2026	WALMART #103	IBX CC	5254	450.00
6/1/2026	COLT FACILITY MAINTENANCE	IBX CC	5253	100.00
				17,550.00

Total Records: 84

Daily Payment Report - Payments

06/01/2026 - 06/30/2026

Permit Date	Applicant Name	Permit #	Permit Type	Accepted By	Receipt #	Payment Type Description	Payment Type	Payment Amount
6/30/2026	KIM JOHNSON	20260695	F - Carnival / Fair	Sandi Rehagen	8008	19142	Check	54.50
6/30/2026	JBT ELECTRIC	20260693	E - Electrical		8007		IBX CC	54.50
6/15/2026	ABNER MONTERROSO	20260644	B - Residential New	Sandi Rehagen	8006	1002	Check	1,407.56
6/30/2026	KEITH CARPENTER	20260692	F - Burn		8005		IBX CC	29.50
6/30/2026	ADVENT MECHANICAL	20260691	M - Mechanical		8004		IBX CC	54.50
6/12/2026	STORM SAFE SHELTERS	20260631	B - Storm Shelter	Sandi Rehagen	8003	4905	Check	29.50
6/29/2026	GREENFIELD ELECTRIC LLC	20260688	E - Electrical	Michelle Carman	8002		Cash	54.50
6/29/2026	HARDIN'S FAMILY PLUMBING LLC	20260687	P - Plumbing		8001		IBX CC	54.50
6/29/2026	HARDIN'S FAMILY PLUMBING LLC	20260686	P - Plumbing		8000		IBX CC	54.50

6/26/2026	AIR COMFORT SOLUTIONS OKC LLC DBA HITECH	20260681	P - Plumbing		7999		IBX CC	54.50
6/29/2026	MISTER SPARKY	20260685	E - Electrical		7998		IBX CC	104.50
6/29/2026	LIBERTY PLUMBING & GAS	20260683	P - Plumbing		7997		IBX CC	54.50
6/29/2026	LARRISON ELECTRICAL SERVICES	20260682	E - Electrical		7996		IBX CC	54.50
2/5/2026	SMITH CONSTRUCTION SERVICES	20260127	B - Residential New		7995		IBX CC	1,198.25
6/26/2026	FIRESTORM SEPTICS AND SHELTERS	20260680	B - Storm Shelter	Michelle Carman	7994		Cash	29.50
6/25/2026	OKLAHOMA SHELTERS	20260679	B - Storm Shelter	Sandi Rehagen	7993		Cash	29.50
6/23/2026	CREEK DR LLC	20260667	PC - Minor Subdivision		7992		IBX CC	200.00
6/24/2026	CNR ELECTRIC	20260671	E - Electrical		7991		IBX CC	54.50
6/25/2026	DALE'S PLUMBING	20260674	P - Plumbing		7990		IBX CC	54.50
6/25/2026	SPARKS HEAT & AIR, INC	20260673	M - Mechanical	Sandi Rehagen	7989	40405	Check	74.50
6/24/2026	STANLEY PLUMBING SERVICES	20260670	P - Plumbing		7988		IBX CC	54.50

12/22/2025	ACCURATE FIRE EQUIPMENT	20251478	F - Hood Suppression System		7987		IBX CC	104.50
10/18/2023	JOHN PECK	20231847	B - Commercial - New	Sandi Rehagen	7986	1748	Check	2,250.00
10/18/2023	JOHN PECK	20231848	B - Commercial - New	Sandi Rehagen	7985	1748	Check	1,800.00
10/18/2023	JOHN PECK	20231846	B - Commercial - New	Sandi Rehagen	7984	1748	Check	3,250.00
6/23/2026	FULL SPEED ELECTRIC	20260666	E - Electrical	Sandi Rehagen	7983	2287	Check	54.50
6/23/2026	GARY'S ELECTRIC SERVICES LLC	20260665	E - Electrical		7982		IBX CC	54.50
6/22/2026	D & B LAWN CARE	20260663	F - Burn	Sandi Rehagen	7981	2107	Check	29.50
6/22/2026	LED CO CONSTRUCTIO N & ROLL OFFS LLC	20260662	O - Curb Cut, Driveway and Sidewalk	Sandi Rehagen	7980		Cash	50.00
6/22/2026	LEONEL HERNANDEZ	20260661	B - Residential Add On	Sandi Rehagen	7979		Cash	29.50
6/10/2026	R&R HOMES	20260615	B - Residential New	Sandi Rehagen	7978	1102- 00051505	Check	1,559.78
4/16/2026	R&R Homes	20260418	B - Residential New	Sandi Rehagen	7977	1102- 00051547	Check	1,537.68
6/22/2026	MJ MECHANICAL	20260660	M - Mechanical	Sandi Rehagen	7976	1932	Check	54.50

6/22/2026	NAUTICAL MECHANICAL	20260657	M - Mechanical		7975		IBX CC	104.50
5/18/2026	GREG BROWN HOMES	20260527	B - Residential New	Michelle Carman	7974	29453	Check	1,103.64
5/18/2026	GREG BROWN HOMES	20260526	B - Residential New	Michelle Carman	7973	29452	Check	1,128.64
5/18/2026	GREG BROWN HOMES	20260529	B - Residential New	Michelle Carman	7972	29455	Check	1,103.64
5/18/2026	GREG BROWN HOMES	20260528	B - Residential New	Michelle Carman	7971	29454	Check	1,128.64
6/15/2026	AIR COMFORT SOLUTIONS	20260637	M - Mechanical		7970		IBX CC	104.50
6/16/2026	CLARICE SCHWARCK	20260649	B - Residential Remodel		7969		IBX CC	29.50
6/18/2026	MISTER SPARKY	20260655	E - Electrical		7968		IBX CC	104.50
6/17/2026	AIRCO SERVICE	20260652	P - Plumbing		7967		IBX CC	54.50
6/17/2026	DALE'S PLUMBING	20260651	P - Plumbing		7966		IBX CC	54.50
6/16/2026	GARY'S ELECTRIC	20260650	E - Electrical		7965		IBX CC	54.50
6/15/2026	L & R Realty, Inc.	20260643	PC - Lot Split	Sandi Rehagen	7964	7169	Check	200.00
6/16/2026	OKLAHOMA SHELTERS	20260648	B - Storm Shelter		7963		IBX CC	29.50
6/16/2026	ALIGNED ELECTRIC LLC	20260647	E - Electrical		7962		IBX CC	104.50

5/27/2026	CONNER SMITH	20260564	B - Residential New		7961		IBX CC	0.00
5/27/2026	CONNER SMITH	20260564	B - Residential New		7960		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260562	B - Residential New		7959		IBX CC	1,437.85
5/27/2026	CONNER SMITH	20260565	B - Residential New		7958		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260561	B - Residential New		7957		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260566	B - Residential New		7956		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260560	B - Residential New		7955		IBX CC	1,261.41
5/27/2026	CONNER SMITH	20260567	B - Residential New		7954		IBX CC	1,261.41
5/27/2026	CONNER SMITH	20260559	B - Residential New		7953		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260568	B - Residential New		7952		IBX CC	1,345.38
5/27/2026	CONNER SMITH	20260569	B - Residential New		7951		IBX CC	1,417.85
5/27/2026	CONNER SMITH	20260558	B - Residential New		7950		IBX CC	1,522.64

5/27/2026	CONNER SMITH	20260557	B - Residential New		7949		IBX CC	1,345.38
5/1/2026	G & R POOLS	20260469	B - Swimming Pool		7948		IBX CC	64.50
2/17/2026	AC OWEN CONSTRUCTION	20260169	E - Land Disturbance		7947		IBX CC	50.00
4/16/2026	R&R HOMES LLC	20260419	B - Residential New	Sandi Rehagen	7946	1102-00051490	Check	1,537.68
4/16/2026	R&R HOMES LLC	20260420	B - Residential New	Sandi Rehagen	7945	1102-00051490	Check	1,537.68
5/15/2026	CARBON ENVIRONMENTAL	20260524	B - Commercial - New		7944		IBX CC	326.50
5/18/2026	G & R POOLS	20260533	B - Swimming Pool		7943		IBX CC	64.50
6/15/2026	ONPOINTE ELECTRIC	20260633	E - Electrical		7942		IBX CC	54.50
6/15/2026	MJ MECHANICAL LLC	20260646	M - Mechanical	Michelle Carman	7941	1927	Check	104.50
5/28/2026	GILCRAFT CONSTRUCTION INC	20260570	B - Residential New	Michelle Carman	7940	3037	Check	1,485.09
5/29/2026	GILCRAFT CONSTRUCTION INC	20260580	B - Residential New	Michelle Carman	7939	3037	Check	1,435.68
5/28/2026	GILCRAFT CONSTRUCTION INC	20260571	B - Residential New	Michelle Carman	7938	3037	Check	1,571.00
6/15/2026	EXTREME ROOFING SOLUTION LLC	20260645	B - Roof Redeck		7937		IBX CC	54.50

6/15/2026	SPARKS HVAC	20260640	M - Mechanical	Sandi Rehagen	7936	40393	Check	54.50
6/15/2026	COMFORT WAVE	20260638	E - Electrical		7935		IBX CC	104.50
6/15/2026	DALE'S PLUMBING	20260636	P - Plumbing		7934		IBX CC	54.50
6/15/2026	DALE'S PLUMBING	20260634	P - Plumbing		7933		IBX CC	54.50
6/12/2026	GARY'S ELECTRIC	20260629	E - Electrical		7932		IBX CC	54.50
6/11/2026	SPARKS HEAT & AIR	20260626	M - Mechanical	Sandi Rehagen	7931	40381	Check	54.50
6/11/2026	ALLEN KRAUSSE	20260625	F - Burn		7930		IBX CC	29.50
4/20/2026	RON'S SIGN CO	20260432	O - Sign		7928		IBX CC	50.00
6/10/2026	DEEP FORK VALLEY COMMERCIAL ROOFING	20260624	B - Roof Redeck		7927		IBX CC	54.50
6/10/2026	BEN'S ELECTRIC, LLC	20260622	E - Electrical	Sandi Rehagen	7926	167	Check	104.50
6/10/2026	KATHERINE WALTERS	20260621	F - Burn	Michelle Carman	7925	263	Check	29.50
6/10/2026	DAVIS ELECTRIC	20260620	E - Electrical		7924		IBX CC	54.50
6/10/2026	GENESIS ELECTRICAL	20260619	E - Electrical		7923		IBX CC	54.50
6/9/2026	RUSSELL BRANAN PLUMBING	20260612	P - Plumbing		7922		IBX CC	54.50
6/9/2026	AIRCO SERVICE	20260611	M - Mechanical		7921		IBX CC	64.50
6/8/2026	PAUL TOMLIN	20260610	F - Burn		7920		IBX CC	29.50

6/5/2026	PIPER BUSH	20260606	B - Residential Remodel	Michelle Carman	7919	234539	Check	248.88
6/8/2026	ROBERT WILKINS	20260609	B - Storm Shelter		7918		IBX CC	29.50
6/8/2026	BRYCE HOLLAND	20260607	F - Burn	Sandi Rehagen	7917	3019	Check	29.50
5/12/2026	FLATSAFE SHELTERS	20260501	B - Storm Shelter		7916		IBX CC	29.50
5/12/2026	FLATSAFE SHELTERS	20260502	B - Storm Shelter		7915		IBX CC	29.50
1/8/2026	JRDN LLC	20260022	B - Commercial - Remodel	Michelle Carman	7914		Check	437.50
6/2/2026	BLISS CONSTRUCTION LLC	20260593	B - Residential Remodel		7913		IBX CC	151.76
6/4/2026	ADVENT MECHANICAL	20260602	M - Mechanical		7912		IBX CC	64.50
5/28/2026	YEARWOOD DESIGN WORKS	20260575	O - Sign		7911		IBX CC	50.00
6/4/2026	J&J ELECTRIC	20260603	P - Plumbing		7910		IBX CC	54.50
3/23/2026	J & J ELECTRIC LLC	20260325	E - Electrical		7909		IBX CC	25.00
6/3/2026	BLUE WATER PLUMBING	20260601	P - Plumbing		7908		IBX CC	54.50
6/3/2026	BLUE WATER PLUMBING	20260600	P - Plumbing		7907		IBX CC	54.50
6/3/2026	ENID STORM SHELTER	20260599	B - Storm Shelter	Sandi Rehagen	7906	4255	Check	29.50

6/3/2026	BEN'S ELECTRIC, LLC	20260595	E - Electrical	Sandi Rehagen	7905	163	Check	104.50
6/2/2026	JESSE LEWIS INC	20260589	E - Electrical		7904		IBX CC	54.50
6/2/2026	HARDINS FAMILY PLUMBING	20260594	P - Plumbing		7903		IBX CC	54.50
5/21/2026	DUST BOWL DISPOSAL CO	20260546	O - Demolition and Moving		7902		IBX CC	50.00
6/1/2026	QUALITY STAINLESS	20260586	M - Mechanical		7901		IBX CC	54.50
6/2/2026	KATE JOYCE	20260592	F - Burn		7900		IBX CC	29.50
5/28/2026	Jeremiah Johnson	20260578	ZBOA - Conditional Use Permit		7899		IBX CC	350.00
5/7/2026	SIGN INNOVATIONS OF OKC LLC	20260494	O - Sign		7898		IBX CC	50.00
5/28/2026	TERESA ROE	20260576	F - Burn		7897		IBX CC	29.50
6/2/2026	TONY CAGLE	20260588	F - Burn		7896		IBX CC	29.50
6/1/2026	GARY'S ELECTRIC SERVICES	20260587	E - Electrical		7895		IBX CC	54.50
5/19/2026	LILLEY SIGNATURE HOMES	20260535	B - Residential New	Michelle Carman	7894	005069	Check	1,572.28
6/1/2026	FULL SPEED ELECTRIC	20260584	E - Electrical		7893		IBX CC	54.50
5/28/2026	WATKINS HEATING & AIR CONDITIONING	20260572	M - Mechanical		7892		IBX CC	64.50

								49,547.05
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Total Records: 116

7/10/2026



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

Date: July 20, 2026
To: Board of City Commissioners
From: Lisa Lasyone, Chief Operations Officer | City Clerk
Sponsor: Mayor Eric Stephens
Subject: Mayor Appointments:

Background: Shawnee Municipal Code Chapter 2, Article II, Division 1, provides that all committees of the City Commission shall be appointed by the Mayor and confirmed by the City Commission, unless otherwise specifically directed by the City Commission. The Mayor has elected to make the following appointment(s) and respectfully requests confirmation by the City Commission.

Financial Impact: None

Attachments:

Staff Recommendation: Approval of item.



APPLICATION TO SERVE
Boards, Committees, and Commissions

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

Name: <u>DELL KERBS</u>	Application Date: <u>07/09/2026</u>
Address: <u>305 E. FEDERAL</u>	
Mailing Address: <u>SHAWNEE. OK 74804</u>	
Daytime Phone: <u>405 609 0308</u>	Email: <u>DOKERBS@GMAIL.COM</u>
Profession: <u>ENTREPRENEUR</u>	
Business Name: <u>KERBS ENTERPRISES</u>	
Business Address: <u>305 E FEDERAL, SHAWNEE, OK 74804</u>	
Business Phone: <u>405 609 0308</u>	Email: <u>DOKERBS@GMAIL.COM</u>

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

How many years have you lived in Shawnee? 25

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

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

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

☒ Airport Advisory Board ☐ Board of Adjustment (Zoning) ☐ Housing Authority ☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Arts and Culture Commission	☐ Shawnee Beautification, Parks, and Recreation Committee ☐ Shawnee Hospital Authority ☐ Shawnee Senior Citizens Advisory Board ☐ Shawnee Urban Renewal Authority ☐ Other _____
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Why are you interested in serving on the Board/Committee/Commission selected above?
TO HELP ENSURE THE GROWTH OF OUR AIPORT FACILITY TO ADDRESS THE FUTURE NEEDS OF OUR FINE CITY

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

MY WORK AT THE STATE ON THE AIRPORT PROJECTS

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

CURRENTLY THE PRESIDENT OF SAFE EVENTS FOR FAMILIES (SEFF) VOLUNTEERING FOR THE IFYR

List education, including degree(s) earned:

BUSINESS DEGREE FROM OKLAHOMA UNIVERSITY

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

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

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

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

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
CONNOR HAMMER	FRIEND	405-481-3450
JOYCE BUTLER	FRIEND	405-996-0996
JANICE KERBS	MOTHER	405-585-1124

PLEASE READ CAREFULLY:

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

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

Signature **Dell Kerbs**

Digitally signed by Dell Kerbs
DN: c=US, e=okclimo@seoglobal.net, CN=Dell Kerbs
Reason: I am the author of this document
Date: 7/10/2026 9:39 AM
PDF X Version: 1.4.26

Date 7/10/26

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

Send completed application to:

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

Revised July 2, 2026



Building & Engineering Services
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Kevin Moore, Director of Building and Engineering Services
Sponsor: Kevin Moore, Director of Building and Engineering Services
Subject: Eckel Tract Lot 5
15309 Eckel Road
From: Murphy 2015 Revocable Trust
To: Charles H Goff II

Background: This item is requesting a Lake Lease Transfer for property located at Eckel Tract Lot 5, 15309 Eckel Road from Murphy 2015 Revocable Trust to Charles H Goff II.

Financial Impact: Revenue of \$1,899.00

Attachments: Lake Lease Transfer Goff

Staff Recommendation: Approval of item.

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: 6/24/2026	License No.:
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	7/20/2026
Property Address	15309 Eckel Rd
Lake Site Location	Eckel Tract / Lot 5
Lease Dates	07/20/2026 - 07/20/2056
Lease Fee	\$824.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Charles H Goff II
Address	PO Box 3171, Shawnee, OK 74802
Email	charlie.goff1@gmail.com
Phone	512.820.4997
Current Lessee (Transfer From)	
Name(s)	Murphy 2015 Revocable Trust
Address	15309 Eckel Rd, Shawnee, OK 74801
Email	
Phone	405.640.5950
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	
Miscellaneous Comments	Transfer Fee - \$1000.00 Inspection Fee - \$75.00 2026 Lease Fee - \$824.00
Fees Collected	\$1899.00 / CC / 5320



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 # 7185 TRACT NAME Eckel LOT # 5

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 07/20/2026 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CHARLES H GOFF II,
PO BOX 3171
SHAWNEE, OK 74802

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$824.00 dollars for **2026**, 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:

15309 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.

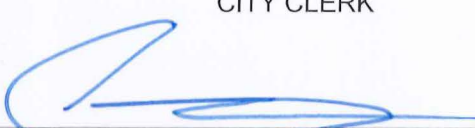
It is understood by the parties hereto that a failure to comply with the terms of said Cabin Site Lease shall constitute a misdemeanor and any person, firm, or corporation convicted of such violation shall be punished by a fine not exceeding five hundred dollars (\$500.00) plus costs, or imprisonment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

ATTEST:

CITY CLERK


PARTY OF THE SECOND PART

PARTY OF THE SECOND PART



Parks and Recreation Department
401 N. Bell St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Kerri Foster, Parks and Recreation Director
Sponsor: Kerri Foster, Parks and Recreation Director
Subject: Agreement with Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.

Background: Agreement with Shawnee Shotgun Club for use of City Property known as Shawnee Twin Lakes Trap Range.

Financial Impact: \$1.00 - 001-46990 Other rental Revenue.

Attachments: Shawnee Shotgun Club 26-27 Contract

Staff Recommendation: Approval of item.

AGREEMENT

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

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

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

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

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

1. The City hereby grants the right and privilege to the SHAWNEE SHOTGUN CLUB to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, East half of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2026 and end on June 30, 2027 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the SHAWNEE SHOTGUN CLUB, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the SHAWNEE SHOTGUN CLUB shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the SHAWNEE SHOTGUN CLUB shall become the property of the City unless otherwise mutually agreed to in writing by the

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

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

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

7. The SHAWNEE SHOTGUN CLUB, at its expense, shall keep in force, during the term of this Agreement, Public Liability Insurance issued by an insurance company authorized to conduct business in Oklahoma by the Oklahoma Insurance commissioner. The insurance will be in a form acceptable to the City Attorney and City Manager for the City, for the protection of the City and the SHAWNEE SHOTGUN CLUB against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from City, on account of any matter or thing which may occur on the Property, excluding Participants who will not be covered during the actual participation in an event, in a Public Liability Insurance policy or policies in the amount of One Million Dollars (\$1,000,000.00). The use of the Sporting Trap area by any entity other than SHAWNEE SHOTGUN CLUB will require that entity to comply with the requirements of this paragraph for the obtaining of insurance. The insurance obtained will include a rider for the City and SHAWNEE SHOTGUN CLUB to be covered by the policy.
8. The SHAWNEE SHOTGUN CLUB will provide maintenance to Sporting Trap area including mowing of the area, trash receptacles and liners to be disposed of on an as needed basis, field supplies and other equipment. Major repairs to existing facilities such as parking lot repairs and fencing replacement previously installed by the City, and other repairs traditionally within the responsibility of the "landlord", will be the responsibility of the City at no cost to the SHAWNEE SHOTGUN CLUB. All members and employees of the lessee that work on or do repairs will be considered independent contractors and not working for the City. The SHAWNEE SHOTGUN CLUB shall be responsible for ensuring that trash is picked up from grounds after events and deposited into the dumpster provided by the City. The SHAWNEE SHOTGUN CLUB shall exercise a high degree of care in ensuring grounds are continually in good repair during the term of this agreement. The SHAWNEE SHOTGUN CLUB will provide and pay for their own phone service.
9. The SHAWNEE SHOTGUN CLUB will exercise reasonable efforts to make its customers aware of parking regulations during SHAWNEE SHOTGUN CLUB activities to assist the City in an effort to insure that the ground and vegetation of the Property, and adjacent premises, are not

damaged by vehicles being driven or parked in places other than those defined by signage or in the plan as road or parking areas.

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

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

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

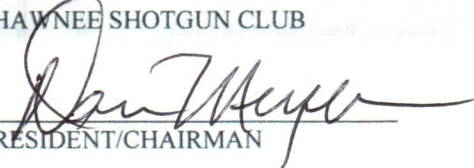
THE CITY OF SHAWNEE, OKLAHOMA

ATTEST:

MARK SIMPSON (SEAL) CITY MANAGER

LISA LASYONE, MMC, CITY CLERK

SHAWNEE SHOTGUN CLUB



PRESIDENT/CHAIRMAN

SECRETARY/NOTARY

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY



Parks and Recreation Department
401 N. Bell St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Kerri Foster, Parks and Recreation Director
Sponsor: Kerri Foster, Parks and Recreation Director
Subject: Agreement with Shawnee Trap Club for use of City Property known as Shawnee Twin Lakes Trap Range.

Background: Agreement with Shawnee Trap Club for use of City Property known as Shawnee Twin Lakes Trap Range.

Financial Impact: \$1.00 - 001-46990 Other rental Revenue.

Attachments: Shawnee Twin Lakes Trap Club Contract

Staff Recommendation: Approval of item.

AGREEMENT

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

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

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

WHEREAS, it is the desire of the parties to set out in detail the rights and responsibilities of the parties regarding the operations of the Trap Range and the use of City property.
NOW, THEREFORE, in consideration of the covenants, terms and conditions herein contained, the City and the STLTC agree as follows:

1. The City hereby grants the right and privilege to the STLTC to use the facilities and property located generally at the North East corner of Patterson Road and Hardesty Road, City of Shawnee, Pottawatomie County, State of Oklahoma, West side of property, hereinafter jointly referred to as the "Property".
2. This Agreement shall commence on July 1, 2026 and end on June 30, 2027 unless sooner terminated in accordance with the express provisions of this Agreement or renewed as provided in this section. This Agreement shall automatically renew for successive one (1) year terms at the end of the Original Term and each subsequent renewal term, unless revoked in writing by the City or the STLTC, by May 1st of the then-current renewal term. It is further agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time in the event of a material default by the other Party, upon giving sixty (60) days' notice, in writing, delivered by certified mail, to the other Party of its intention to terminate provided the other party fails to cure, or commence the taking of actions designed to cure, such default within such sixty (60) day time period. In the event this Agreement is terminated, all rights and interests of the Parties hereto shall thereupon cease. Upon termination of this Agreement, the STLTC shall retain all rights to maintenance equipment, concession equipment, and all other items not considered permanent structural improvements or not purchased by the City. Any and all structures which have been placed or constructed on the Property by the STLTC shall become the property of the City unless

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

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

charged for electric services and the STLTC will exercise reasonable efforts to conserve electric. The STLTC will provide and pay for their own phone service.

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

access to all records that are subject to disclosure pursuant to Title 51 O.S. S24A.1, et seq., known as the Oklahoma Open Records Act, and access to the operational staff.

14. This Agreement shall only be amended in writing by the mutual consent of the STLTC and the City. In the event that anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the other provisions of the Agreement shall not be affected. The Agreement shall be construed as if the valid, legal, or enforceable provisions for the Agreement were not affected, and the Agreement shall be construed

as if the invalid, illegal, or unenforceable provisions had never been contained therein. No terms inconsistent with this Agreement shall be deemed binding on the parties. This Agreement contains all essential terms necessary to accomplish the purposes expressed by the parties and any other prior agreements, written or oral, consistent or inconsistent with the terms herein, are hereby rendered null and void. The parties also agree that this Agreement is fully integrated, embracing all essential terms necessary to carry out the purpose stated herein.

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

THE CITY OF SHAWNEE, OKLAHOMA

WITNESSES

CITY MANAGER

MARK SIMPSON (SEAL)

LISA LASYONE, MMC, CITY CLERK

SHAWNEE TWIN LAKES TRAP CLUB, INC.



PRESIDENT/CHAIRMAN

SECRETARY/NOTARY

Approved as to form and legality on _____

JOSEPH M. VORNDRAN, CITY ATTORNEY



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

Date: July 20, 2026
To: Board of City Commissioners
From: Kacie Eck, Director of Utility Billing and Court Administration | Sr Deputy City Clerk
Sponsor: Kacie Eck, Director of Utility Billing and Court Administration | Sr Deputy City Clerk
Subject: Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

Background: Renewal of an agreement with Youth and Family Resource Center, Inc. for juvenile services.

Financial Impact: Budgeted \$1,000 from 001-5-0320-53370.

Attachments: Youth and Family Agreement FY26-27

Staff Recommendation: Approval of item.

AGREEMENT FOR JUVENILE SERVICES

This Agreement made and entered into between the City of Shawnee, Oklahoma, hereinafter referred to as "City" and Youth and Family Resource Center, Inc. for juvenile services. It is the intent of this agreement that Youth and Family Resource Center, Inc. will be a provider of juvenile counseling services, assign and monitor community service-related court-ordered sentences; and provide all other services for juvenile offenders required by the City's Municipal Court. In exchange for this service, the City will provide a portion of the fines and/or fees collected from juvenile offenders that are referred to Youth and Family Resource Center, Inc.

Youth and Family Resource Center, Inc. will:

- (1) Provide an intake evaluation and necessary or required counseling for juvenile offenders and/or members of their families;
- (2) Assign, monitor and document community services hours required of juvenile offenders by the City's municipal court;
- (3) Provide the City with a written evaluation of each juvenile offender or members of their families at the conclusion of their court ordered sentences; and
- (4) Provide the City with copies of all records relating to the juvenile offender and/or family members, as allowed by law.

Youth and Family Resource Center, Inc. reserves the right to refuse to accept for supervision any arrested juvenile for any reason, especially those exhibiting violence at the time of their arrest or those under the influence of drugs or alcohol.

In exchange for these services, the City will:

- (1) Refer juvenile offenders and/or their families to Youth and Family Resource Center, Inc. for counseling and/or community service;
- (2) Give to Youth and Family Resource Center, Inc. each month, thirty-five percent (35%) of all fines and administrative fees, exclusive of court costs, collected from each juvenile offender that is referred to Youth and Family Resource Center, Inc. by the Court, except when the Court orders that a juvenile offender is not obligated to pay a fine or costs due to indigence; and
- (3) Share all police records, as allowed by law, with Youth and Family Resource Center, Inc. that may assist Youth and Family Resource Center, Inc. in making an accurate and proper evaluation of the juvenile.

This agreement shall go into effect on the 1st day of July, 2026 and shall expire on June 30, 2027. This agreement may be modified by either party by giving written notice at least thirty (30) days prior to the expiration date.

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

CITY OF SHAWNEE

(SEAL)

MARK SIMPSON
CITY MANAGER

ATTEST:

LISA LASYONE, MMC
CITY CLERK

YOUTH AND FAMILY RESOURCE CENTER, INC.



EXECUTIVE DIRECTOR

ATTEST/NOTARY:

Name: _____
Title: _____

Approved as to form and legality on _____.

JOSEPH M. VORNDRAH
CITY ATTORNEY



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

Date: July 20, 2026
To: Board of City Commissioners
From: Kacie Eck, Director of Utility Billing and Court Administration | Sr Deputy City Clerk
Sponsor: Kacie Eck, Director of Utility Billing and Court Administration | Sr Deputy City Clerk
Subject: Agreement with Pottawatomie County District Court (Judicial District 23) to enable Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.

Background: Renewal of an agreement with Pottawatomie County District Court (Judicial District 23) to enable Municipal Court to establish, develop, and implement programs for juvenile misdemeanor offenders.

Financial Impact: None.

Attachments: Pott Co Court Juvenile FY26-27

Staff Recommendation: Approval of item.

AGREEMENT FOR THE CITY OF SHAWNEE MUNICIPAL COURT JURISDICTION CONCERNING JUVENILES

This agreement is made pursuant to the Interlocal Cooperation Act by and between the Pottawatomie District Court serving Pottawatomie County, otherwise known as Judicial District 23 (District Court) and the Municipal Court of the City of Shawnee (Municipal Court), under authority of Title 10 of the Oklahoma Statutes (Supp. 1994), 1102E, under which Municipal Courts are authorized to assume jurisdiction of certain specified juvenile misdemeanor offenders, pursuant to agreements with the District Courts.

The express purpose of this agreement is to enable the Municipal Court to establish, develop and implement various prevention or early intervention programs for local juvenile misdemeanor offenders. By implementing such a program, the resources available to the District Court can be focused more efficiently on more serious juvenile offenders, including felony offenders and juveniles with significant histories of repeat offenses.

DURATION:

This agreement shall be in effect one year from July 1, 2026 through June 30, 2027. Thereafter, this agreement may be renewed for successive one-year periods corresponding with the City's fiscal year of July 1st to June 30th. If either party desires to terminate the agreement, the terminating party shall notify the other party in writing of its desire to terminate by May 1st of the fiscal year preceding termination.

OBLIGATIONS OF THE CITY:

1. The Municipal Court may assume jurisdiction of offenders who:
 - a) Are under eighteen (18) years of age;
 - b) Are not presently under the supervision or treatment of the Pottawatomie County District Court system and do not have charges pending there; except as to acts or omissions exclusively covered by municipal ordinance;
 - c) Have been charged for violating municipal ordinances relating to vandalism, shoplifting, trespassing, assault, battery, assault and battery, truancy, curfews, possession of non-intoxicating beverages as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, possession of alcoholic beverages as defined in Section 506 of Title 37 of the Oklahoma Statutes, disorderly conduct, public intoxication or any other offense listed in 10 O.S. Section 1102(E) (Supp. 1994); and
 - d) Have not been certified as an adult for any purpose pursuant to 10 O.S. Sec. 1112, to the best of the City's knowledge.
2. Upon conviction, punishment may include any one or all of the following:
 - a) A fine not to exceed the statutory maximum of the Municipal Court;

- b) Community service work in lieu of a fine, not to exceed ninety (90) hours or the product of multiplying the number of hours of community service authorized by law, whichever is greater;
 - c) Restitution;
 - d) Counseling or other community-based services; and
 - e) Court costs.
3. All municipal arrests and prosecution records for cases involving prosecutions under this contract shall be kept confidential and shall not be open for public inspection except by order of the District Court in conformity with the statutes or regulations adopted pursuant to 10 O.S. Sec. 620.6 1125-1125.4.
 4. If a municipal citation is written to a juvenile meeting the criteria, the Municipal Court hearing date shall be indicated on the citation and notification of the citation shall be mailed to the parents, guardian or responsible adult relative of the juvenile. If the juvenile is arrested and meets the criteria set forth under the contract, under circumstances where the citation and release procedure would not be appropriate (e.g. intoxication), the City shall make reasonable efforts to locate the parent, guardian or responsible adult to take custody of the juvenile.
 5. The Municipal Court shall provide to the District Court law enforcement reports and related documents for all juveniles referred to the District Court for prosecution and all juveniles who will be prosecuted for misdemeanor criminal offenses in the Municipal Court. Reports regarding juveniles who will not be prosecuted in either court shall not be forwarded to the District Court. It is expressly understood that a conviction or acquittal in Municipal Court will constitute a bar of double jeopardy against any subsequent prosecution in District Court for the same offense.
 6. All fines and administrative fees generated as a result of prosecution of juveniles under this contract shall be placed in one or more special accounts and used solely to fund local programs which address problems of juvenile crime, including without limitation, offender counseling, early intervention, community service and teen court programs.
 7. The City shall provide the District Court a copy of the most recent audit report of its Municipal Court operations for each year during the life of this contract or any extension thereof. It is understood, however, that this agreement does not impose any additional record keeping requirements on municipal governments or officials.
 8. Representatives of the District Court and Municipal Court shall meet periodically to share information and evaluate the success of procedures implements to prosecute and treat juvenile offenders.

STATUS VARIOUS EMPLOYEES:

No joint employment is created by this agreement for any purpose and each party will be solely responsible for the payment of their respective expenses, including but not limited to wages, salaries and consideration paid on subcontracts.

In the event the parties need to discuss specific problems, or in the event any notice required under this contract needs to be served, the City may be contacted through Stuart and Clover, 130 North Broadway, Suite 100, Shawnee, Oklahoma, 74801, (405) 275-0700.

The District Court may be contacted through the office of the presiding juvenile Judge at the Pottawatomie County District Courthouse, 321 North Broadway, Shawnee, Oklahoma, 74801, (405) 273-4308.



JOHN CANAVAN
JUDGE OF THE DISTRICT COURT

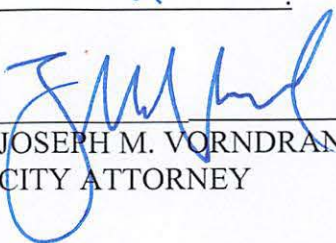
PASSED AND APPROVED by the Mayor and Commission of the City of Shawnee, Oklahoma, on _____.

MARK SIMPSON
CITY MANAGER

ATTEST:

LISA LASYONE, MMC
CITY CLERK

Approved as to form and legality on 4/15/26.



JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: July 20, 2026
To: Board of City Commissioners
From: Kimberly Hoover, Finance Director
Sponsor: Kimberly Hoover, Finance Director
Subject: Engagement Letter with Crawford and Associates for Accounting and Consulting Services.

Background: An Engagement Letter with Crawford and Associates for Fiscal Year 2025-2026 auditing and consulting services.

Financial Impact: \$100,000.00 - 001-5-0210-53110 - Auditing Services

Attachments: Shawnee FY26 Eng Ltr

Staff Recommendation: Approval of item.

June 16, 2026

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

To the Honorable Mayor and Members of the City Council:

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

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

Scope of Services

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

Scope of Available Services

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

Initial Services Requested

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

Services Related to the Preparation of Annual Financial Statements

You have requested that we prepare the annual financial statements of the financial reporting entity of the City of Shawnee, Oklahoma as of and for the year ended June 30, 2026. Such financial statements will include:

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

Crawford & Associates' Responsibilities

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

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

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

Management Responsibilities

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

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

e. To provide us with:

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

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

Other Requested and Available Services

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

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

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

Access to Working Papers and Reports

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

Fees and Costs

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

Standard Hourly Rates:

- Firm President \$275
- Shareholders \$190
- Senior Managers \$170
- Managers \$150
- Senior Professional Staff \$130
- Professional Staff \$90
- Clerical Staff \$60

Because Crawford & Associates has no direct control over the type and amount of services requested by the management or the governing body during the term of this engagement, nor does Crawford & Associates have direct control over the quality of your accounting system or records, potential turnover of your staff, or your staffing levels, resources, or capabilities, it is impractical for us to provide an accurate amount of hours that will be required for the services requested or a not-to-exceed limit on fees and expenses charged. We will rely on you to provide us with a copy of approved purchase orders, containing estimated fees and expenses, monitor the cumulative fees and expenses charged, and notify us if and when the cumulative amount approaches the total appropriated level estimated. You also agree to provide sufficient appropriation for all services requested prior to the services being performed. For purposes of purchase order preparation, we will be glad to provide you with an estimated range of fees and expenses upon request. In the event we complete FY 2026 prior to the end of FY 2027, we may begin interim preparations in the spring of 2027 to facilitate a more timely issuance of FY 2027's financial statements.

The term of this engagement is a period from July 1, 2026 through June 30, 2027. Crawford & Associates may perform additional services upon receipt of a formal request from management or the governing body with terms and conditions that are acceptable to both parties.

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

Acceptance

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

Respectfully submitted and agreed to by,



Frank Crawford
Crawford and Associates, P.C.

Accepted and agreed to for the City of Shawnee:

By: _____

Title: _____

Date: _____





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

Date: July 20, 2026
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Sponsor: Mason Wilson, Police Chief
Subject: Agreement with Pottawatomie County Public Safety Center for Jail Services.

Background: Renewal of an agreement with Pottawatomie County Public Safety Center (PCPSC) for jail services.

Financial Impact: Budgeted \$75,000 from 001-5-0320-53610.

Attachments: PCPSC Jail Services FY26-27

Staff Recommendation: Approval of item.



POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this 1st day of July 2026, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center Trust ("PCPSCT").

WITNESSETH:

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

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

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

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

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

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

1) **TERM/RENEWAL:**

- (a) The term of the Agreement shall commence on the date of execution, and terminate on the 30 day of June 2027.
- (b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSCT.

2) **CHANGE(S):**

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

3) **NO SEPARATE LEGAL ENTITY:**

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

4) **PURPOSE:**

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

5) **DEFINITIONS:**

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

6) **MANNER OF FINANCING:**

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

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

In the event of any termination of this agreement earlier than the 30th day of June 20²⁷, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

8) **OTHER MATTERS:**

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

9) **COMPENSATION:**

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

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

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

10) **SERVICES:**

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

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

(e) **Exclusions:**

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

11) **TRANSPORTATION:**

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

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

Additional Transport Service Exclusions:

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

12) **TRANSITION:**

PCPSCT shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, under to this Agreement on the 1 day of July, 2026.

13) **MEDICAL CARE:**

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

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

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

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

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

14) **SEVERABLE LIABILITY:**

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

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

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

15) **TERMINATION:**

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

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

16) **NOTICES:**

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

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

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

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

17) **FISCAL LIMITATIONS:**

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

18) **NON-ASSIGNABLE:**

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

19) **SEVERABLE:**

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

20) **LAWS/REGULATIONS:**

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

21) **MULTIPLE COUNTERPARTS:**

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

22) **SECURITY:**

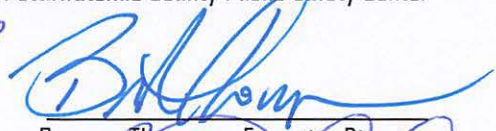
City of Shawnee personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at PCPSC's premises. Information belonging to PCPSC will be safeguarded by the City of Shawnee to the same extent as each city/county safeguards their information of like kind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

23) **COMPLETE AGREEMENT:**

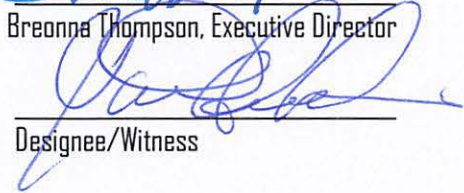
This is the complete Agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

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

APPROVED by the Executive Director (or Designee) of the Pottawatomie County Public Safety Center
on this 27 day of May 2026



Breonna Thompson, Executive Director



Designee/Witness

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

BOARD OF CITY OFFICIALS OF
SHAWNEE, OKLAHOMA

, Mayor

, Vice Mayor

, Commissioner

ATTEST:

, City Clerk

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

, Legal Counsel for City of Shawnee



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

Date: July 20, 2026
To: Board of City Commissioners
From: Kimberly Hoover, Finance Director
Sponsor: Kimberly Hoover, Finance Director
Subject: Budget amendments for Fiscal Year 2025 – 2026:

Background: A total budget amendment in the amount of \$6,984.80 is requested to be considered:

Insurance Recovery Fund— The Parks Department received monies from Oklahoma Municipal Assurance Group (OMAG) for a vehicle involved in an accident. Staff is requesting to transfer the funds to Capital Outlay — Equipment. The amount of the appropriation is as follows:

- \$6,984.80 — Capital Outlay — Equipment

Financial Impact: See attached budget amendment.

Attachments:

Staff Recommendation: Staff recommends approval of the budget amendment.

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
603	48040			INSURANCE RECOVERY	566,976.70	(6,984.80)	559,991.90
				Total	566,976.70	(6,984.80)	559,991.90

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
603	5-0940-54500			CAPITAL OUTLAY - EQUIPMENT	-	6,984.80	6,984.80
					-	-	-
					-	-	-
					-	-	-
					-	6,984.80	6,984.80

Approved by the City Commission this

Explanation of Budget Amendment:

To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for a vehicle involved in an accident to transfer to Capital Outlay - Equipment for the Parks Department.

Approved:

Mayor _____

Attest: _____

City Clerk

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



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

Date: July 20, 2026
To: Board of City Commissioners
From: Kimberly Hoover, Finance Director
Sponsor: Kimberly Hoover, Finance Director
Subject: Budget Amendments for Fiscal Year 2026-2027:

Background: A total budget amendment in the amount of \$2,071,024.89 is requested to be considered:

General Fund — The City of Shawnee Parks, Streets, and Traffic Departments received settlement proceeds from the *City of Laurel v. Cintas* settlement. The City had previously been overcharged for certain supplies, and the settlement distributed funds on a pro rata basis to all eligible class members in connection with those claims. Staff is requesting a transfer of funds to the appropriate department's Medical Supplies account. The amount of the appropriation is as follows:

- \$251.54 — Streets — Medical Supplies
- \$251.54 — Traffic — Medical Supplies
- \$251.54 — Parks — Medical Supplies

Capital Improvement Fund — The Police Department received monies from Purple Wave Auction for the sale of property. Staff is requesting a transfer to Capital Outlay — Police Vehicles for the purchase of vehicles. The amount of the appropriation is as follows:

- \$83,642.50 — Capital Outlay — Police Vehicles

Health Self-Insur Fund — The City of Shawnee made changes to the health insurance for city employees starting Fiscal Year 2026-2027. All health insurance costs were going to be paid out of the City Manager, Shawnee Municipal Authority (SMA) and Shawnee Airport Authority (SAA) budgets. It has been recommended by Crawford and Associates, the City's Auditors, to set up a separate fund for all health insurance fees and claims. Staff is requesting to transfer the funds to Claims Settlements and Health Insurance Admin Fees in the new fund. The amount of the appropriation is as follows:

- \$1,386,627.77 — Claim Settlements
- \$600,000.00 — Health Insurance Admin Fees

Financial Impact: See attached budget amendments.

Attachments:

Staff Recommendation: Staff recommends approval of the budget amendments.

**CITY OF SHAWNEE
2026-2027 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
001	48220			OTHER MISC REVENUE	35,000.00	(754.62)	34,245.38
				Total	35,000.00	(754.62)	34,245.38

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0920-52160			MEDICAL SUPPLIES	792.00	251.54	1,043.54
001	5-0930-52160			MEDICAL SUPPLIES	297.00	251.54	548.54
001	5-0940-52160			MEDICAL SUPPLIES	396.00	251.54	647.54
					-	-	-
					1,485.00	754.62	2,239.62

Approved by the City Commission this _____

Explanation of Budget Amendment:

To appropriate monies from Cintas Settlement to transfer to Medical Supplies for Streets, Traffic, and Parks Departments for expenditures in FY27.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations					Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Fund Number	Account Number	Project Code	Line Item	Description			
301	5-0620-54560			CAPITAL OUTLAY - POLICE VEHICLES	400,000.00	83,642.50	483,642.50
					-	-	-
					400,000.00	83,642.50	483,642.50

Explanation of Budget Amendment:

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

Estimated Revenue, Fund Balance, or Transfers IN

Appropriations



Building & Engineering Services
222 N. Broadway Ave.
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Kevin Moore, Director of Building and Engineering Services
Sponsor: Kevin Moore, Director of Building and Engineering Services
Subject: Acknowledgment of Change Order No. 2 for SW Loop Water Main Project.

Background: The purpose of this memorandum is to request approval of a change order for the SW Watermain Loop Project to compensate the contractor for additional bore footage that was required during construction.

During installation of the watermain, unforeseen field conditions required the contractor to increase the length of the directional bore. The additional bore footage was necessary to safely avoid conflicts with an existing waterline, an Oklahoma Department of Transportation (ODOT) concrete structure, and the widened right-of-way. These conditions could not be accommodated within the original bore length shown in the construction documents without creating conflicts with existing infrastructure.

The change order includes:

- **Additional Directional Bore:** 39 linear feet
- **Unit Price:** \$400.00 per linear foot
- **Total Change Order Amount:** \$15,600.00

Financial Impact: \$15,600 501-5-1040-54200- Capital Outlay - Buildings and Improvements; Project No. 25-1040-01.

Attachments: SHN-25-01 SW Watermain Change Order 2 070726

Staff Recommendation: Staff recommends approval

CHANGE ORDER NO.: 2

Owner: City of Shawnee
 Engineer: Wall Engineering, LLC
 Contractor: Sooner Site Utility & Construction, LLC
 Project: Shawnee SW Watermain Loop
 Project No.: SHN-25-01
 Date Issued: 7/2/26
 Effective Date: 7/2/26

The Contract is modified as follows upon execution of this Change Order:

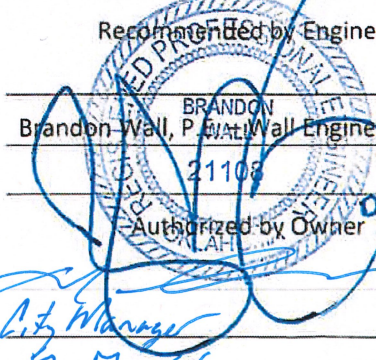
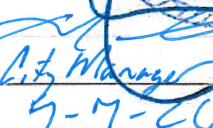
Description:

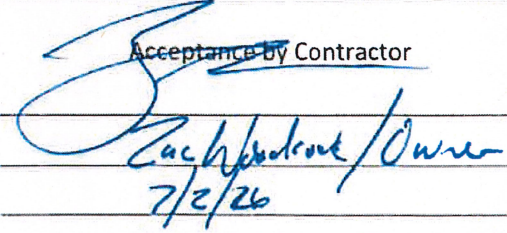
Additional bore footage due to existing waterline, ODOT concrete structure and widened ROW.

39 LFT @ \$400.00 LFT. = \$15,600.00 As per Bid Item #16

Attachments:

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 1,436,364.00	Substantial Completion: 210 Days
	Ready for final payment: 270 Days
[Increase] from previously approved Change Orders No. 1 to No.1	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:
\$ 40,170.00	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,476,534.00	Substantial Completion: 210 Days
	Ready for final payment: 270 Days
[Increase] this Change Order:	[Increase] [Decrease] this Change Order:
\$ 15,600.00	Substantial Completion: 0 Days
	Ready for final payment: 0 Days
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,492,134.00	Substantial Completion: 210 Days
	Ready for final payment: 270 Days

Recommended by Engineer
 By: 
 Title: Brandon Wall, P.E., Wall Engineering
 Date: 7/2/26
 Authorized by Owner
 By: 
 Title: City Manager
 Date: 7-7-26

Accepted by Contractor

 7/2/26
 Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order.

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 and American Society of Civil Engineers. All rights reserved.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Mason Wilson, Police Chief
Sponsor: Mason Wilson, Police Chief
Subject: Approval of purchase of Paladin Drones, in compliance with the City of Shawnee's approved Capital Improvement Project 2027-2031.

Background: This system will place three drones across the city. The drones will be connected to our communication center and have an automated response to emergency calls.

Financial Impact: \$148,000 for the current CIP project budgeted at \$160,000, general ledger account number 301-5-0610-545-00, Project No. 27-0610-01.

Attachments: Shawnee, OK-Paladin Drones Contract-6.17.26

Staff Recommendation: Staff recommends approval

PALADIN ORDER FORM

1. **Parties:** This Agreement (“**Agreement**”) is entered into on **08/01/2026** (“**Effective Date**”), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 10200 Richmond Ave, Ste 272, Houston, TX 77042 (hereinafter, “**Paladin**”) and **City of Shawnee, OK**, with an address of **16 W 9th St, Shawnee, OK 74801** (hereinafter, “**Customer**”); and collectively the “**Parties**.”
2. **Consideration.** WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:
3. **Definitions.** All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, “**Exhibit B**”).
4. **Incorporation of Exhibit.** This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).
5. **Superseding Clause of Exhibits.** Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

Initial Effective Date: 08/01/2026	Billing Frequency: Annually
Final Term End Date: 07/31/2027	Payment Terms: Net 30 days
Pricing Package: Premium DFR Package	Price: See Exhibit A

6. **Services.** As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.
7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin’s offered Price (see Exhibit A) is only available for sixty (60) days from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.
8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.
10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. *See* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**
11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.
12. **Time of the Essence.** Time is of the essence in the performance of Parties' obligations herein.
13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.
14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.
15. **Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. Authority to Execute Agreement. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(Signature page follows)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By:

Name: Divy Shrivastava

Title: CEO

City of Shawnee, OK

By: *Mason Wilson*

Name: Mason Wilson

Title: Chief of Police

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A

PALADIN QUOTE

[See attached.]

Shawnee Police Dept, OK

Shawnee Police Dept, OK

OK 74801

US

Reference: 20260310-113730013

Quote created: March 10, 2026

Quote expires: June 8, 2026

Quote created by: David Gavran

John Goss

jgoss@shawneeok.org

+14058781681

david.gavran@paladindrones.io

+17046209359

Mason Wilson

mwilson@shawneeok.org

+14058781681

Comments from David Gavran

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a one (1) year term with the option to renew for two (2) additional twelve (12) month terms.

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium DFR Package The Premium DFR Package is an all-inclusive base annual subscription fee which includes: - One (1) EXT Module, connectivity for one (1) drone (sold separately) to Watchtower Software - One (1) Dock Integration, connectivity for one (1) docking station to Watchtower Software at any time (OPTIONAL) - One (1) Paladin ADS-B Receiver system - Watchtower Software with Unlimited Users - FAA and BVLOS (ADS-B Waiver) Compliance review, set-up, and renewal - Implementation, Unlimited Training & Customer Support - Unlimited Data Storage - Unlimited maintenance, repairs, and annual battery replacements - Connectivity for up to three (3) Livestream Drones at no additional cost This Package also provides access to Paladin's dealer discounted One-Time Purchases on equipment. This system is compatible with the Paladin Drop Mechanism with select drones.	1	\$49,000.00 / year	\$49,000.00 / year for 1 year
Add-On Docking Station (Premium DFR) The Add-On Docking Station is an all-inclusive annual subscription fee which includes the integration and connectivity for: One (1) Docking Station (sold separately) to Watchtower Software under the Premium DFR Package This add-on connectivity includes unlimited maintenance & repairs and replacements on the Docking Station.	2	\$12,000.00 / year	\$24,000.00 / year for 1 year

Item & Description	Quantity	Unit Price	Total
Add-On Drone (Premium DFR) The Add-On Drone is an all-inclusive annual subscription fee which includes: • One (1) EXT Module and connectivity for one (1) drone (sold separately) to Watchtower Software under the Premium DFR Package This add-on connectivity includes unlimited maintenance, repairs, and replacements as well as annual battery replacements when the drone or batteries are purchased through Paladin.	2	\$12,000.00 / year	\$24,000.00 / year for 1 year
DJI Dock 3 Set (+M4TD) DJI Dock 3 Set which includes: • DJI M4TD (x1) • DJI Dock 3 (x1) • Matrice 4 Batteries (x4) • RC Plus Controller (x1) • 240 Watt Charging Hub (x1) • Drone Carrying Case (x1) • Replacement Propellers (x4)	3	\$24,000.00	\$51,000.00 after \$21,000.00 discount
Annual subtotal			\$97,000.00
One-time subtotal			\$51,000.00 after \$21,000.00 discount
Total			\$148,000.00

Purchase terms

Questions? Contact me



David Gavran

david.gavran@paladindrone.io

+17046209359

Paladin Drones, Inc.

10200 Richmond Ave

STE 272

Houston, Texas 77042

United States

Exhibit B
PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, "**Terms & Conditions**").

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the "Agreement" have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become "Inactive Terms" upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client's option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"Confidential Information" means any information in any form related to the Agreement, disclosed by a party (the **"Discloser"**), or disclosed on behalf of such party by its affiliates or representatives, to another (the **"Recipient"**), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Discloser or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"Documentation" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrone.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"Drone as a Service Fees" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of Delaware.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (*see pg. 1, section 5*).

"Intellectual Property Rights" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"Paladin Order Form" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at <https://paladindrone.io/privacy-policy/>.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"Section number (#)" means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"Select Drones" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"Specifications" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Final Term End Date" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"Watchtower Products" means the Watchtower Software.

"Watchtower Software" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"Website" means the websites of Paladin Drones, Inc., the primary web page URL of which is <https://paladindrone.io/>.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection, investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., "**Service Suspension**"). Paladin will use commercially reasonable efforts to—

(i) provide written notice of any Service Suspension to Customer,

(ii) provide updates regarding resumption of access to the Services, and

(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a “train the trainer” model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin’s software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., “COA”) from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin’s training shall consist of: :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer’s FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees ("Fees") set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees.

b. **NET 30: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE.** The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. **Equipment Provided to Customer**

a. **Conditional Ownership.** Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module; (2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. **Pricing:** Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c. **Batteries:** Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. **Repairs:** Paladin warrants the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. **Delivery.** Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

- a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.
- b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.
- c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions.** Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

- a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.
- b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladine will reserve the discretion to make repairs despite noncoverage.
- c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.
- d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:
 1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
 2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
 3. The manufacturer's airworthiness limitations;
 4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
 5. Service Bulletins.
- e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.
- f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:
 - i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
 - ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

- iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.
- iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.
- v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. LIABILITY FOR DAMAGES OF ANY KIND SHALL IN NO EVENT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PARTICULAR ORDER. IN PARTICULAR, PALADIN DRONES, INC. OR ANY OF ITS SUBSIDIARIES, AGENTS, OFFICERS, OR CONTRACTORS, OF ANY KIND, SHALL NOT BE LIABLE FOR LOSS OF LIFE, PROPERTY, REVENUES OR PROFITS OR CLAIMS OF ANY THIRD PARTIES.

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. LIMITATION ON LIABILITY

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. EXCEPT FOR COSTS DIRECTLY INCURRED BY PALADIN TO FULFILL THE EXPRESS WARRANTY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, IN NO OTHER INSTANCE SHALL PALADIN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO PALADIN HEREUNDER FOR THE CURRENT ACTIVE TERM (I.E., TWELVE MONTHS) OF PALADIN'S PURCHASE ORDER, OR TO THE MAXIMUM LIMIT OF ITS INSURED, OR \$2,000,000.00, WHICHEVER IS LESS. IN NO EVENT WILL PALADIN BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT.

c. SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladin deems appropriate to remedy and avoid such events, Paladin cannot guarantee that such events will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. PALADIN **DOES NOT INDEMNIFY**, DEFEND, OR HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "**LOSSES**") INCURRED BY CUSTOMER RESULTING FROM ANY THIRD-PARTY CLAIM, SUIT, ACTION, OR PROCEEDING ("**THIRD-PARTY CLAIM**") THAT THE APPLICATION SERVICES, OR ANY USE OF THE APPLICATION SERVICES IN ACCORDANCE WITH THE AGREEMENT, INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S US PATENTS, COPYRIGHTS, OR TRADE SECRETS.

ii. Customer will notify Paladin promptly, in writing of any Third-Party Claim, and agrees to indemnify Paladin of Third-Party Claim(s). Customer's indemnification obligation under this Section will not apply to the extent that the

alleged infringement arises from Paladin's use of the Application Services with any third party, unless such use is in accordance with this Agreement or intended for the service of Customer. This section will not limit Customer's duty to indemnify Paladin where a claim arises under Paladin's operations as they relate to Section 7, supra.

iii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED. IF THE EQUIPMENT IS DAMAGED, THE CUSTOMER AGREES TO ACCEPT THE REFUND OF ALL PAYMENT(S) LESS \$35,000.00 PER DRONE AND DOCKING STATION, OR \$25,000.00 PER DRONE ONLY.

b. Sole Remedy. THE AGREEMENT SETS FORTH CUSTOMER'S SOLE REMEDIES AND PALADIN'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL PALADIN'S AGGREGATE LIABILITY EXCEED \$2,000,000 TO CUSTOMER.

c. Customer Indemnification.

i. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER WILL INDEMNIFY, HOLD HARMLESS, AND, AT PALADIN'S OPTION, DEFEND OR REIMBURSE LEGAL FEES FOR PALADIN FROM AND AGAINST ANY CLAIMS OR LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY RELEASES

AND FURTHER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD PALADIN, ITS RELATED ENTITIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (HEREIN COLLECTIVELY REFERRED TO AS THE "INDEMNITEE") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, PENALTIES, EXPENSES, CLAIMS, DEMANDS, CAUSES OF ACTIONS, SUITS OR OTHER LITIGATION (INCLUDING ALL COSTS THEREOF AND ATTORNEYS' FEES) OF EVERY KIND AND CHARACTER INCLUDING THOSE ASSERTED BY ANY THIRD PARTY, OR CUSTOMER (INCLUDING BUT NOT LIMITED TO, PERSONNEL OF THE CUSTOMER OR ITS ASSIGNEES, LICENSEES, SUBCONTRACTORS AND ALL OTHERS IN PRIVITY WITH CUSTOMER) INCLUDING WITHOUT LIMITATION ANY CLAIMS ON ACCOUNT OF BODILY INJURY, DEATH OR DAMAGE TO OR LOSS OF PROPERTY (HEREIN COLLECTIVELY REFERRED TO AS THE "LOSS") IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH (i) A BREACH OF THE WARRANTIES PROVIDED HEREIN BY THE CUSTOMER; (ii) THE OPERATIONS OR SERVICES RENDERED AND/OR PERFORMED OR TO BE PERFORMED BY THE PARTIES IN ACCORDANCE WITH THE AGREEMENT (iii) CUSTOMER'S PERSONNEL, SUBCONTRACTORS, AGENTS, AND LICENSEES; (iv) USER-ERROR; OR (v) ANY NEGLIGENT ACTION, OMISSION, OR BOTH OF THE INDEMNITEE RELATED IN ANY WAY TO THIS AGREEMENT, WHETHER THE INDEMNITEE IS NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR OTHERWISE) OF THE INDEMNITEE. ANY PAYMENTS BY CUSTOMER UNDER THIS PARAGRAPH ON BEHALF OF THE INDEMNITEE SHALL BE IN ADDITION TO ANY AND ALL OTHER LEGAL REMEDIES AVAILABLE TO THE INDEMNITEE AND SHALL NOT BE CONSIDERED THE INDEMNITEE'S EXCLUSIVE REMEDY.

ii. When Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates ANY such third party's property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement or the State in which the product is used, and/ or Federal Law then Customer agrees to be solely liable and shall hold harmless Paladin. Customer shall indemnify, defend, and hold harmless Paladin and its affiliates, and each of their and their respective officers, directors, employees, agents, subcontractors, permitted successors and permitted assigns from and against any and all expenses, losses, charges, damages, settlements, and/or similar or related costs incurred by Paladin resulting from any claim, allegation, demand, action, process, investigation by a third party. Without limitation to the following, Customer agrees to indemnify Paladin when: (i) Customer fails to comply with the Documentation, Specifications, and/or standards for operating the Watchtower Products and/or Equipment; (ii) any Intellectual Property Rights or other right of any person, or any law, is or will be infringed, misappropriated, or otherwise violated by any: (a) use or combination of the Watchtower Products by or on behalf of Customers or any of its representatives

with any hardware, software, system, network, service, or other matter whatsoever that is neither provided by Paladin nor authorized by Paladin in this Agreement and the Documentation, or otherwise in writing; and (b) information, materials, or technology directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated, or used with, as part of, or in connection with the Watchtower Products, Equipment, and/or Documentation; (c) relating to all use, negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customers or any of its representatives with respect to the Watchtower Products, Equipment, and/or Documentation or otherwise in connection with this Agreement; or (d) relating to use of the Watchtower Products, Equipment, and/or Documentation by or on behalf of Customer or any of its representatives that is outside the purpose, scope, or manner of use authorized by this Agreement or the Documentation, or in any manner contrary to Paladin's instructions.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the FinalTerm End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.

2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.

vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein: (i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Customer is not authorized to commit Paladin to any agreements, and Paladin is not authorized to commit the Customer to any agreements, and the Customer shall not represent itself as the agent or legal representative of the Paladin. Further, the Customer shall not be entitled to participate in any of the Paladin benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Paladin shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Customer or any other person consulted or employed by the Customer in performing Services under this Agreement. All such costs shall be the Customer's responsibility. Parties acknowledges that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Paladin does not provide Workers Compensation Insurance or Workers Compensation benefits for Customer or its employees. If requested, Customer will furnish Paladin with Certificates of Insurance showing Customer to be covered by Workers' Compensation Insurance in such amounts and types of coverage as Paladin may specify. It is Customer's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to Customer or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable (3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). CUSTOMER WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF CUSTOMER OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF SERVICES OR EQUIPMENT.

15. Waiver of Jury: ALL PARTIES ACKNOWLEDGE THAT ALL DISPUTES RELATED TO THIS AGREEMENT OR ARISING FROM THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT MUST BE SUBMITTED TO BINDING ARBITRATION. NOTWITHSTANDING, EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION, DIRECTLY OR INDIRECTLY,

ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of Delaware. CUSTOMER FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER CUSTOMER, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF DELAWARE OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN DELAWARE HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation-Arbitration. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a "Dispute") may be submitted to non-binding mediation. IN THE EVENT THE EITHER PARTY OR BOTH ARE UNWILLING OR UNABLE TO RESOLVE THE DISPUTE BY MEDIATION, THE DISPUTE SHALL BE SUBMITTED TO BINDING ARBITRATION. THE ARBITRATION SHALL BE GOVERNED BY DELAWARE LAW AND THE U.S. ARBITRATION ACT, 9 U.S.C. §§ 1-16, TO THE EXCLUSION OF ANY PROVISIONS OF STATE LAW THAT ARE INCONSISTENT WITH APPLICATION OF THE FEDERAL ACT. THE SUBMISSION TO MEDIATION OR ARBITRATION OF ANY DISPUTE ARISING DURING AN ACTIVE TERM SHALL NOT DELAY OR OTHERWISE AFFECT THE CONTINUING PERFORMANCE OF SERVICES OR ACCESS TO THE WATCHTOWER SOFTWARE. ARBITRATION SHALL BE FILED, INITIATED, OR BOTH IN DELAWARE, AND ALL ARBITRATION HEARINGS SHALL BE HELD IN DELAWARE. PARTIES AGREE TO INCLUDE THE REQUIREMENT OF THIS PROVISION IN ALL FUTURE CONTRACTS, and SUB-CONTRACTS IT MAY ENTER INTO FOR ANY PORTION OF THE TERMS OF THIS AGREEMENT. ANY AND ALL DECISIONS AS TO THE ENFORCEABILITY OF THIS ARBITRATION PROVISION SHALL BE DETERMINED BY ARBITRATION AND ANY COURT PRESENTED WITH THE ARBITRABILITY OF A CLAIM SHALL IMMEDIATELY ABATE THE CASE AND ORDER THAT THE DECISION AS TO ARBITRABILITY BE MADE IN ARBITRATION.

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. **Waiver.** No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update:** No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure.** Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

23. **Severability**. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Assignment**. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing**. Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements**. To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

- a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;
- b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.
- c. **Execution**. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License.**

- a. **Grant of License.** Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.
- b. **FAA Regulatory Waivers.** Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License.** Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

- a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.
- b. Customer will maintain coverage with an aggregate limit of not less than \$2,000,000.00, per occurrence; and upon Paladin's request will provide proof.
- c. Paladin shall maintain coverage with an aggregate limit of not less than \$2,000,000.00 per occurrence.
- d. Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer may request a copy of at any time.

- e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period that Paladin did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by Paladin to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which Paladin is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.
- f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.
- g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.
- h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services.** Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use.** Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings**. The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation**. The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts**. This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality**. The information contained in the Agreement is considered confidential by the Parties. Neither Party shall disclose to any other third party the terms and conditions contained in this Agreement, except as required by law, and except disclosure to their respective employees, agents and advisors on an as-needed basis.

38. **Attorney's Fees**. In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority**. Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C

Additional Terms and Conditions

As stated in Section 5 of the Order Form, this Section C supersedes all other terms and conditions of the Agreement.

1. This Agreement shall have no force or effect unless and until approved by the City Commission and or City Manager.



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

Date: July 20, 2026
To: Board of City Commissioners
From: James Kriwanek, Fire Chief
Sponsor: James Kriwanek, Fire Chief
Subject: Approval of the purchase of a replacement Fire Department vehicle for Chief 1, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

Background: In alignment with the City of Shawnee's Fiscal Year 2027 through 2031 Capital Improvement Plan (CIP), the Administrative Division of the Shawnee Fire Department is scheduled to purchase a replacement Chief 1 vehicle. This purchase supports the department's Clean Cab initiative by providing a vehicle that helps reduce contamination inside the passenger compartment and enhances firefighter health and safety.

The current 2018 Chevy Tahoe that serves as Chief 1 will be retained as a department utility vehicle, allowing personnel to utilize it for training, meetings, or other department business.

Financial Impact: \$51,647.00 from 301-5-0710-54500; Project No. 25-0710-01

Attachments: F250 CREW 4X4

Staff Recommendation: Staff recommends approval of the item

Joe Cooper Ford Quote

For More Information Contact Our Government Sales Team:(405)737-3389

Dee Roberson - dee@cooperfleet.com cell:(405)740-9546

Britt Woods - britt@cooperfleet.com cell:(405)229-5690

Brandon Harley - brandonharley@cooperfleet.com cell:(469)955-8511

State Contract SW0035, #25101507

Date: 06-10-2026

Quote Number: 23164992A

Quoted By: Britt

Quote Total is \$51,647.00

This is quote for SHAWNEE FIRE DEPT

Contact: JAMES KRIWANEK

Phone: 4052295690

Email: britt@cooperfleet.com

Quoting a 2026 Ford F250 4WD Super Crew Cab with 6.5' Bed

Color: Race Red -- **Seats:** Vinyl

Standard Contract Equipment and Options on the Base Ford F250 Truck:

Engine: 6.2L V8 Flex-Fuel, Transmission: TorqShift-G 6-Spd Auto, Power Locks, Windows and Mirrors, Keyless Entry, AM/FM Radio MP3 and Bluetooth, Tilt Wheel and Cruise, Air conditioning, single-zone , Back-Up Camera, Tires: LT245/75Rx17E BSW A/S,

Quote Summary

Item Description	Quantity	Amount
Ford F250 4WD Super Crew Cab with 6.5' Bed MSRP \$55,235	1	\$48,898.00
Engine: 7.3L 2V DEVCT NA PFI V8 Gas \$1500.00 REQ STX (17S) \$ 3115.	1	\$1,425.00
Electronic-Locking Axle \$430.00	1	\$408.00
To Get Skid Plates have to Add FX4 Off Road Package \$730.00	1	\$693.00
250 AMP Larger Alternator \$85.00	1	\$80.00
Tires, LTBM LT245/75RX17E BSW A/T \$195.00	1	\$185.00
Trailer Package includes trailer hitch,	1	\$0.00
Trailer brake controller, integrated \$300.00	1	\$285.00
Glass, deep-tinted Dealer Install requires Power-Sliding Rear Window with Defrost \$180.00	1	\$180.00
Running Boards \$445.00	1	\$422.00
XL CHROME PACKAGE -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center	1	\$403.00

Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper \$425

Upfitter switch kit \$250.00	1	\$237.00
110V/400W Outlet -inc: 1 in-dash mounted outlet MSRP \$225.	1	\$213.00
Power-Sliding Rear-Window w/Defrost MSRP \$245.00	1	\$235.00
52S INTERIOR WORK SURFACE	1	\$133.00
7.3L STOCK ENGINE FOR 2027	1	(\$1,425.00)
2027 PRICE REDUCTION	1	(\$725.00)
Quote Total		\$51,647.00



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

Date: July 20, 2026
To: Board of City Commissioners
From: James Kriwanek, Fire Chief
Sponsor: James Kriwanek, Fire Chief
Subject: Approval of the purchase of a replacement Fire Department vehicle for Training 1, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

Background: In alignment with the City of Shawnee's Fiscal Year 2027 through 2031 Capital Improvement Plan (CIP), the Training Division of the Shawnee Fire Department is scheduled to purchase a replacement Training 1 vehicle. This purchase supports the department's Clean Cab initiative by providing a vehicle that helps reduce contamination inside the passenger compartment and enhances firefighter health and safety.

Financial Impact: \$51,647.00 from 301-5-0730-54500; Project No. 25-0730-01

Attachments: F250 CREW 4X4

Staff Recommendation: Staff recommends approval of the purchase

Joe Cooper Ford Quote

For More Information Contact Our Government Sales Team:(405)737-3389

Dee Roberson - dee@cooperfleet.com cell:(405)740-9546

Britt Woods - britt@cooperfleet.com cell:(405)229-5690

Brandon Harley - brandonharley@cooperfleet.com cell:(469)955-8511

State Contract SW0035, #25101507

Date: 06-10-2026

Quote Number: 23164992A

Quoted By: Britt

Quote Total is \$51,647.00

This is quote for SHAWNEE FIRE DEPT

Contact: JAMES KRIWANEK

Phone: 4052295690

Email: britt@cooperfleet.com

Quoting a 2026 Ford F250 4WD Super Crew Cab with 6.5' Bed

Color: Race Red -- **Seats:** Vinyl

Standard Contract Equipment and Options on the Base Ford F250 Truck:

Engine: 6.2L V8 Flex-Fuel, Transmission: TorqShift-G 6-Spd Auto, Power Locks, Windows and Mirrors, Keyless Entry, AM/FM Radio MP3 and Bluetooth, Tilt Wheel and Cruise, Air conditioning, single-zone , Back-Up Camera, Tires: LT245/75Rx17E BSW A/S,

Quote Summary

Item Description	Quantity	Amount
Ford F250 4WD Super Crew Cab with 6.5' Bed MSRP \$55,235	1	\$48,898.00
Engine: 7.3L 2V DEVCT NA PFI V8 Gas \$1500.00 REQ STX (17S) \$ 3115.	1	\$1,425.00
Electronic-Locking Axle \$430.00	1	\$408.00
To Get Skid Plates have to Add FX4 Off Road Package \$730.00	1	\$693.00
250 AMP Larger Alternator \$85.00	1	\$80.00
Tires, LTBM LT245/75RX17E BSW A/T \$195.00	1	\$185.00
Trailer Package includes trailer hitch,	1	\$0.00
Trailer brake controller, integrated \$300.00	1	\$285.00
Glass, deep-tinted Dealer Install requires Power-Sliding Rear Window with Defrost \$180.00	1	\$180.00
Running Boards \$445.00	1	\$422.00
XL CHROME PACKAGE -inc: 4 pickup box tie-down plates, Halogen Fog Lamps, Bright Chrome Hub Covers & Center	1	\$403.00

Ornaments, Chrome Rear Step Bumper, Chrome Front Bumper \$425

Upfitter switch kit \$250.00	1	\$237.00
110V/400W Outlet -inc: 1 in-dash mounted outlet MSRP \$225.	1	\$213.00
Power-Sliding Rear-Window w/Defrost MSRP \$245.00	1	\$235.00
52S INTERIOR WORK SURFACE	1	\$133.00
7.3L STOCK ENGINE FOR 2027	1	(\$1,425.00)
2027 PRICE REDUCTION	1	(\$725.00)
Quote Total		\$51,647.00



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

Date: July 20, 2026
To: Board of City Commissioners
From: Brad Schmidt, Public Works Director
Sponsor: Brad Schmidt, Public Works Director
Subject: Approval of the purchase of a Broce Broom, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

Background: Purchase of Broce Broom utilizing Buy Board Contract.

Financial Impact: \$107,732.50 from 302-5-0920-54500; Project No. 27-0920-03

Attachments: CITY OF SHAWNEE Broce FMC470 BuyBoard Quotation (2)

Staff Recommendation: Approval of item.

San Antonio
5210 N Loop 1604 E
San Antonio, TX 78247
(210) 657-5151



Georgetown
201 Commerce Blvd.
Georgetown, TX 78626
(512) 930-5151

1/8/2026



Contract no: 788-25

ATTN: City of Shawnee

Broce Broom FMC470 BuyBoard Quotation

One (1) New 2026 model FMC470 Broce Broom, with Cummins Tier 4f turbo diesel engine, with all standard equipment...

New model FMC470 Broce Broom... \$ 110,240.00

Unit equipped with:

8' Poly brush...	inc.
145 gal. water system...	inc.
Cab with front wiper...	inc.
Windshield washer...	inc.
Heater/defroster...	inc.
A/C for cab...	inc.
Light group with turn signals...	inc.
Tilt and telescoping steering...	inc.
Variable brush speed...	inc.
Backup camera...	inc.

Full service and support provided by your local dealer...

Air ride suspension seat...	\$ 2,175.00
Broom side shift...	\$ 2,050.00
AM/FM stereo...	\$ 895.00
Amber strobe light...	\$ 390.00

Total List Price... \$ 115,750.00

BuyBoard Discount (9%)... \$ (10,417.50)

Broce broom unit price... \$ 105,332.50

Freight/PDI... \$ 2,400.00

Total BuyBoard sale amount... \$ 107,732.50



12 Month / 1,000 hour Factory Warranty
Delivery approx. 6-7 weeks ARO

Signed: _____ Matt Cooper, President

Any warranties on the product sold hereby are those made by the manufacturer. The Seller, Cooper Equipment Company, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Cooper Equipment Company neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Mark Simpson, City Manager
Sponsor: Mark Simpson, City Manager
Subject: Approval of the purchase of a Kubota Tractor, in compliance with the City of Shawnee's Capital Improvement Plan for 2027-2031.

Background: The Capital Improvement Plan and approved budget set aside \$75,000.00 for grading and drainage at the Heart of Oklahoma Exposition Center. Staff is requesting purchase of a Kubota Tractor and necessary materials to complete the grading and drainage work.

Financial Impact: \$75,000.00 from Fund 303, Project No. 27-1210-01

Attachments: M5-091 - Open Station with Weights (002)

Staff Recommendation: Approval of item.

-- Standard Features --

-- Custom Options --



M Series

M5-091HD-1

4WD, HYDRAULIC SHUTTLE TRANSMISSION & ROPS

*** EQUIPMENT IN STANDARD MACHINE & SPECIFICATIONS ***

DIESEL ENGINE

Kubota V3800 Direct Injection
3.8L (230 cu. In.) 4 Cyl
EPA Tier 4 Final Compliant
Common Rail Electronic Fuel Injection
Electronic Engine Management
Turbocharged
w/Wastegate and Intercooled
Fuel Tank Capacity: 27.7 Gal
60 Amp Alternator ROPS
12V 900 CCA Battery
SAE Gross HP: 92.5
Engine Net HP: 85.5
Max . PTO HP: 76
ROPS @ 2400 Engine RPM

TRANSMISSION

8F/8R Two Range, 4-Speed
12F/12R Two Range, 6-Speed
540/540E
24F/24R Two Range, 6-Speed Hi/Lo
540/540E
24 speed on M5-111 only
Auto 4WD Function
Electro-Hydraulic Shuttle Shift
Clutch - Multi Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam Telescoping
4WD: Cast Iron, Bevel Gear 55 deg
Planetary Final Drives
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 27.7 gal
DEF Tank Capacity: 3.2 gal
Cooling System: 11 qts
Crankcase: 11.3 qts
Hydraulics/Trans: 15.85 gal

INSTRUMENTS

LCD readout for MPH and PTO rpm
RPM Memory
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature
Gear Speed Digital Light Indicator
Digital Light Indicator F/R Direction

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)
SCR System

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump
Max. Flow @ Rated Engine Speed: ROPS:
2400 rpm
Power Steering: 5.4 gpm
Impl. Flow ROPS: 15.9 gpm
Impl. Flow Cab: 17.0 gpm
Total Flow - ROPS: 21.3 gpm
Total Flow - Cab: 23.1 gpm

REMOTE VALVES

(1) SCD (Self Canceling Detent)
(1) FD (Float Detent) on -1 models (2 Total standard)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch
8 Speed Models
@ Lift Points: 7055 lbs
(ASAE) @ 24" Behind: 5181 lbs
12/24 Speed Models
@ Lift Points: 8600 lbs
(ASAE) @ 24" Behind: 7275 lbs
2 External Lift Cylinders
Telescoping Lower Links
Stabilizers
Swinging Drawbar - Straight

POWER TAKE OFF (540)

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2205 Eng. rpm
540 rpm @ 2035 Eng. rpm 12/24 speed
540E* @ 1519 Eng. rpm
* if equipped 12/24 Standard

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/ Turn Signals
2 Grille Mounted Worklights
2 Front Cab Halogen Worklights
2 Rear Halogen Worklights

M5-091HD-1 Base Price: \$67,174.00

Selected Kubota Attachments

(1) GRILLE GUARD PNF M6909-GRILLE GUARD PNF	\$299.00
(7) FRONT SUITCASE WEIGHT M8079-FRONT SUITCASE WEIGHT	\$959.00
(1) FRONT WEIGHT-BUMPER 10 WEIGHT MAX M8075-FRONT WEIGHT-BUMPER 10 WEIGHT MAX	\$771.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	\$82.00
(1) BOLT BAR KIT FOR M8075 BRACKET M8073A-BOLT BAR KIT FOR M8075 BRACKET	\$88.00
(1) BOLT KIT - BUMPER M8076-BOLT KIT - BUMPER	\$82.00
(1) BOLT BAR KIT FOR FRONT WEIGHTS M8074A-BOLT BAR KIT FOR FRONT WEIGHTS	\$85.00
(1) FRONT WEIGHT-BUMPER 10 WEIGHT MAX M8075-FRONT WEIGHT-BUMPER 10 WEIGHT MAX	\$771.00
Total Kubota Attachments:	\$3,137.00
Total Attachments:	\$3,137.00
Configured Price:	\$70,311.00
Sourcewell Discounts:	
Kubota Items:	(\$15,468.42)
Total Discount:	(\$15,468.42)
SUBTOTAL:	\$54,842.58
2Yr M5-091HD-1 Extended Warranty	\$2,900.00
Factory Assembly:	\$325.00
Kubota Item Fees:	
Dealer Assembly:	\$166.83
Freight Cost:	\$850.00
PDI:	\$400.00

Total Unit Price: \$59,484.41

Quantity Ordered: 1

Final Sales Price: \$59,484.41

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

SELECTED TIRES sub714 F-TIRE 320/85R24 R1W GOODYEAR OPTRAC R-TIRE 460/85R30 R1W GOODYEAR OPTRAC CAST	
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***All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.57.49



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

Date: July 20, 2026
To: Board of City Commissioners
From: Mark Simpson, City Manager
Sponsor: Mark Simpson, City Manager
Subject: Approval of a Memorandum of Understanding between the City of Shawnee, Oklahoma and Shawnee Public Schools Regarding Demolition of Washington Elementary School.

Background: Staff is requesting approval of the Memorandum of Understanding (MOU) with Shawnee Public Schools for demolition of the Washington Elementary School. The purpose of the MOU is to set forth the parties' agreement to share the total cost of the demolition work on a fifty-fifty basis.

Financial Impact: \$78,920.00 from Account No. 190-5-1410-53780

Attachments: MOU

Staff Recommendation: Approval of item.

Memorandum of Understanding Between the City of Shawnee, Oklahoma and Shawnee Public Schools Regarding Demolition of Washington Elementary School

Parties and Effective Date

This Memorandum of Understanding is entered into by and between the City of Shawnee, an Oklahoma municipal corporation, and Shawnee Public Schools, an independent school district organized under Oklahoma law. The effective date of this Memorandum of Understanding is July 20, 2026.

Term

This Memorandum of Understanding shall commence on the Effective Date and shall remain in effect until completion of the demolition project and final payment and closeout, unless earlier terminated as provided herein. The anticipated substantial completion date is September 15, 2026, subject to the demolition contractor's schedule and force majeure.

Recitals

The parties desire to cooperate in the demolition and site clearance of the former Washington Elementary School located at 804 West Hayes Street, Shawnee, Oklahoma, in the interest of public safety, community revitalization, and efficient use of public resources. The parties acknowledge receipt of a written demolition proposal from Midwest Wrecking Co. addressed to Shawnee Public Schools and dated May 16, 2026, for the Washington Elementary School demolition and related services, proposing a total lump-sum price of \$157,840.00, together with the detailed scope described therein, and the parties attach that proposal as Exhibit A and incorporate it by reference as if fully set forth herein. The written demolition proposal from Midwest Wrecking Co. is dated May 16, 2026, is addressed to Shawnee Public Schools regarding Washington Elementary School at 804 West Hayes Street, Shawnee, and proposes a total price of \$157,840.00 with the scope items listed in the proposal. The parties further represent and agree that all applicable requirements of the Oklahoma Competitive Bidding Act were followed in obtaining the bid or quote for the demolition work.

Purpose

The purpose of this Memorandum of Understanding is to set forth the parties' agreement to share the total cost of the demolition work described in Exhibit A on a fifty-fifty basis and to identify roles, responsibilities, administration, and related terms consistent with Oklahoma law.

Scope of Work

The scope of work shall consist of the demolition and related services described in Exhibit A, including asbestos abatement compliant with ODEQ and ODOL requirements, removal

of combustible debris prior to structural demolition, demolition and removal of the two-story school and basement including slab and foundations to a minimum of six feet below grade, removal of sidewalks, stairs, retaining walls, and a flagpole, hauling debris to a licensed landfill, rough grading with on-site dirt, and inclusion of landfill fees, a sewer cap, a demolition permit, and filing of a NESHAP with ODEQ, with one mobilization, and excluding utility disconnects and rerouting. Exhibit A describes asbestos abatement to ODEQ and ODOL requirements, debris gutting, demolition of the two-story school and basement including slab and foundations to at least six feet below grade, removal of sidewalks, stairs, retaining walls, and a north-side flagpole, debris hauling to a licensed landfill, rough grading with on-site dirt, inclusion of landfill fees, a sewer cap, a demolition permit, and NESHAP filing, completion in one mobilization, and exclusion of utility disconnects or rerouting

Lead Agency; Contracting and Administration

Shawnee Public Schools shall serve as the lead agency for procurement and contracting with the selected demolition contractor identified in Exhibit A or, if different, the contractor selected in compliance with applicable procurement law. The demolition contract shall be between Shawnee Public Schools and the contractor. Shawnee Public Schools shall administer the contract, including issuance of notices to proceed, coordination of site access, review and approval of invoices, inspection of work, and processing of change orders in consultation with the City. The City of Shawnee shall designate a project liaison to coordinate with Shawnee Public Schools on scheduling, site logistics, public communications, and review of pay applications.

Cost Sharing; Invoicing and Payment Mechanics

Each party shall be responsible for fifty percent of the Total Contract Price as defined in the executed demolition contract, including approved change orders within the scope of Exhibit A. The parties agree to the following payment process: 1. The contractor shall submit all invoices directly to Shawnee Public Schools as the contracting entity. 2. Upon receipt of each approved invoice, Shawnee Public Schools shall pay the contractor in accordance with the payment terms of the demolition contract. 3. Within (10) business days after paying an invoice, Shawnee Public Schools shall deliver to the City a copy of the paid invoice and a reimbursement invoice for exactly fifty percent of the amount paid, less any amounts attributable to work outside the scope approved by both parties in writing. 4. The City shall remit payment to Shawnee Public Schools for the invoiced reimbursement amount within (30) calendar days of receipt, subject to the Oklahoma Governmental Tort Claims Act and applicable budget and claims procedures. 5. Retainage, if any, shall be handled in the same fifty-fifty manner upon final payment. 6. If a change order is proposed, Shawnee Public Schools shall provide the City with the proposed change order documentation and obtain the City's written concurrence prior to authorizing the change, except in emergencies affecting life, safety, or property. The City's reimbursement obligation applies only to approved changes.

Approvals and Authorizations

This Memorandum of Understanding is subject to approval by the governing bodies of both parties and execution by duly authorized officials. Execution of the demolition contract is subject to authorization by Shawnee Public Schools in accordance with its policies and applicable law, and to confirmation by the City that funds for its cost share have been duly encumbered or appropriated.

Insurance, Indemnification, and Liability Allocation

The demolition contractor shall be required, under the demolition contract administered by Shawnee Public Schools, to maintain insurance customary for demolition activities and compliant with applicable law, including workers' compensation, commercial general liability, automobile liability, and pollution liability/abatement coverage, with limits reasonably acceptable to both parties and naming the City of Shawnee and Shawnee Public Schools as additional insureds on liability policies for ongoing and completed operations to the extent available. As between the City and Shawnee Public Schools, each party is responsible for the acts and omissions of its officers, employees, and agents to the extent provided by the Oklahoma Governmental Tort Claims Act, and nothing herein shall be construed as a waiver of any immunities, limitations on liability, or monetary caps provided by law. To the extent permitted by Oklahoma law, each party agrees to indemnify and hold the other harmless from third-party claims to the extent caused by the indemnifying party's negligence or willful misconduct in connection with this Memorandum of Understanding, provided that no party assumes the other's liabilities beyond those permitted by law. No party shall be liable for consequential, incidental, special, or punitive damages except to the extent such limitation is prohibited by law.

Compliance with Laws and Procurement

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to laws governing public works, demolition, environmental protection, asbestos abatement, and procurement requirements, and each party affirms compliance with the Oklahoma Competitive Bidding Act with respect to obtaining the bid or quote used for this project. [citation needed]

Records, Audit, and Open Records

Each party shall maintain complete and accurate records related to this Memorandum of Understanding, including invoices, payment records, approvals, and communications, for at least [five] years after final payment, or for such longer period as required by law. Each party shall permit the other party reasonable access to relevant records for inspection and audit upon reasonable notice during normal business hours. Records created or maintained by either party in connection with this project may be subject to the Oklahoma Open Records Act, and each party shall respond to public records requests in accordance with applicable law.

Dispute Resolution

The parties shall first attempt in good faith to resolve any dispute arising under this Memorandum of Understanding through discussions between the City Manager or designee and the Superintendent of Shawnee Public Schools or designee. If unresolved within [30] days, either party may request non-binding mediation before a mutually agreed mediator in Pottawatomie County, Oklahoma. Nothing herein waives any party's right to seek judicial relief where necessary to preserve rights or meet statutory deadlines.

Termination

Either party may terminate this Memorandum of Understanding for convenience upon [30] days' written notice to the other, provided that the terminating party remains responsible for its fifty-percent share of all costs incurred or irrevocably committed prior to the effective date of termination. Either party may terminate for cause upon [10] days' written notice if the other party materially breaches its obligations and fails to cure within that period. Upon termination, the parties shall cooperate to wind down the project in an orderly manner consistent with contractor rights and applicable law.

Notices

All notices under this Memorandum of Understanding shall be in writing and deemed given when delivered personally, sent by certified mail, return receipt requested, or by nationally recognized overnight courier, to the following or to such other address as a party designates by notice: City of Shawnee: Mark Simpson, City Manager, 16 W. 9th Street, Shawnee, OK 74801, Email: msimpson@shawneeok.org. Shawnee Public Schools: Dr. Jason James, Superintendent, 326 North Union, Shawnee, OK 74801, Email: jjames@shawnee.k12.ok.us.

Miscellaneous

This Memorandum of Understanding may be amended only by a written instrument executed by both parties. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one instrument; signatures transmitted electronically shall be effective. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflict-of-law principles. If any provision of this Memorandum of Understanding is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Nothing in this Memorandum of Understanding creates a joint venture, partnership, or agency between the parties; each party remains an independent governmental entity. This Memorandum of Understanding is intended solely to allocate responsibilities and funding between the parties and confers no rights on third parties. If there is a conflict between this Memorandum of Understanding and the demolition contract, as between the parties hereto this Memorandum of Understanding controls their respective obligations to each other; as to the contractor, the demolition contract controls.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the Effective Date.

City of Shawnee, Oklahoma

By: _____

Name: Mark Simpson, City Manager

Date: _____

Attest: _____

Name: Lisa Lasyone

Title: City Clerk

Approved as to Form: _____

Name: Joseph Vorndran

Title: City Attorney

Shawnee Public Schools, Independent School District No. I-93, Pottawatomie County,
Oklahoma

By: _____

Name: Dr. Jason James

Title: Superintendent

Date: _____

Attest: _____

Name: Jeanne Swinney

Title: Board Clerk

Approved as to Form: _____

Name: Laura Holmes

Title: Legal Counsel

Exhibit A

Midwest Wrecking Co. Demolition Proposal re Washington Elementary School, dated May 16, 2026, addressed to Shawnee Public Schools, proposing a total price of \$157,840.00 and the scope described therein. Exhibit A reflects a proposal date of May 16, 2026, addressed to Shawnee Public Schools, for demolition of Washington Elementary School at 804 West Hayes Street, Shawnee, with a total price of \$157,840.00 and the detailed scope items enumerated in the proposal



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

Date: July 20, 2026
To: Board of City Commissioners
From: Mark Simpson, City Manager
Sponsor: Mark Simpson, City Manager
Subject: Approval of Facilities Use Agreement Between Gordon Cooper Technology Center (GCTC) and the City of Shawnee.

Background: The proposed Facilities Use Agreement Between Gordon Cooper Technology Center (GCTC) and the City of Shawnee will allow access to training facilities for City public safety personnel, and the City will provide certain roadway and street maintenance services benefiting GCTC.

Financial Impact: Not to exceed \$25,000; from Account No. 302-5-0920-54800

Attachments: GCTC Facilities Use Agreement - 2026-2027

Staff Recommendation: Approval of item.

FACILITIES USE AGREEMENT BETWEEN GORDON COOPER TECHNOLOGY CENTER AND THE CITY OF SHAWNEE, OKLAHOMA

1. Purpose

The purpose of this Agreement is to establish a cooperative partnership between Gordon Cooper Technology Center ("GCTC") and the City of Shawnee ("City") whereby GCTC provides access to training facilities for City public safety personnel, and the City provides certain roadway and street maintenance services benefiting GCTC.

2. Responsibilities of Gordon Cooper Technology Center

GCTC agrees to:

1. Provide the City with reasonable access to classroom facilities and training areas for Police Department and Fire Department training activities.
2. Make available specialized training facilities, subject to availability and applicable operational requirements, including:
 - The shooting simulator;
 - The burn tower;
 - Classrooms and meeting spaces; and
 - Other training facilities as mutually agreed upon by the parties.
3. Coordinate scheduling through designated representatives of both parties.
4. Ensure facilities are maintained in a safe and operational condition for approved use.

3. Responsibilities of the City of Shawnee

The City agrees to:

1. Ensure all City personnel comply with GCTC policies, safety requirements, and operational procedures while utilizing GCTC facilities;
2. Provide supervision of personnel utilizing GCTC facilities;
3. Leave all facilities in substantially the same condition as received, ordinary wear and tear excepted; and
4. Perform roadway and street maintenance, repair, and improvement projects on GCTC-owned property, subject to the following conditions:
 - The City's annual contribution toward such work shall not exceed **Twenty-Five Thousand Dollars (\$25,000.00)** in labor, equipment, materials, or combined value during any fiscal year;
 - Projects shall be mutually identified and prioritized by representatives of GCTC and the City;
 - All work shall be performed as staffing, equipment, weather conditions, and municipal priorities allow; and
 - The City will **cooperatively schedule** maintenance activities with Gordon Cooper Technology Center at times that are **mutually agreeable** to both parties, taking into account the operational needs of the facility.

4. Scheduling and Coordination

Representatives of both parties shall meet as necessary to coordinate facility use and identify roadway or street maintenance projects to be performed during the term of this Agreement.

5. Term

This Agreement shall commence on July 1, 2026, and shall remain in effect for a period of one (1) year. The Agreement may be renewed annually upon mutual written consent of the parties.

6. Termination

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Any roadway maintenance work authorized but not yet commenced at the time of termination shall be subject to mutual review and approval.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on the _____, 2026.

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

MARK SIMPSON
CITY MANAGER

(SEAL)
ATTEST:

LISA LASYONE, MMC, CITY CLERK

GORDON COOPER TECHNOLOGY CENTER
DISTRICT NO. 5



JULIE McCORMICK
SUPERINTENDENT

ATTEST:



SECRETARY

Approved as to form and legality on June 23, 2026.

CITY ATTORNEY

JOSEPH M. VORNDRAN,



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

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Joe Vorndran, City Attorney
Subject: 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.

Background: Staff is requesting to enter into executive session to discuss pending investigation.

Financial Impact: None.

Attachments:

Staff Recommendation: Approval of item.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Joe Vorndran, City Attorney
Subject: 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.

Background: Staff is requesting to enter into executive session to discuss pending investigation.

Financial Impact: None.

Attachments:

Staff Recommendation: None



Parks and Recreation Department
401 N. Bell St.
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Kerri Foster, Parks and Recreation Director
Sponsor: Kerri Foster, Parks and Recreation Director
Subject: Consideration of a Contract for Design Services for the Farrall Park Project with PDG, LLC.

Background: This is the starting cost for park renovation design and fees.

Financial Impact: \$2,771,500.00 - 301-5-0940-54200 - Capital Outlay - Buildings & Improvements; project number 24-0940-03.

Attachments: 260420_Shawnee Farrall Park - PDG Contract, 260417_Shawnee Farrall Park - Overall Budget Breakdown

Staff Recommendation: Approval.

CONTRACT FOR DESIGN SERVICES

This Contract for Design services for the development and construction of the Farrall Park Project ("Contract") is entered into this _____ day of _____, 2026, by and between the City of Shawnee, a municipal corporation ("City"), and its successors in interest, and PDG, LLC ("Design Consultant").

WITNESSETH:

DEVELOPMENT AND CONSTRUCTION OF FARRALL PARK PROJECT ESTIMATED CONSTRUCTION COST - \$2,909,500

WHEREAS, the City intends to engage the services of the Design Consultant to construct the Farrall Park Project in the City of Shawnee and

WHEREAS, the Design Consultant will provide professional services for the project in accordance with this Contract, including the scope of work incorporated herein and as set forth in Exhibit A attached hereto; and

WHEREAS, the Design Consultant has been selected under the standards adopted procedures prescribed by The City of Shawnee and is made a part of this Contract by reference.

NOW, THEREFORE, in consideration of the mutual covenants contained hereinafter relating to the project, the parties agree to the following:

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning. For purposes of this Contract, the following terms and phrases shall have the meaning subscribed herein:

A. *Design Consultant Services*

The performance of professional services such as consultations, investigations, reconnaissance, research, planning, design, preparation of construction drawings and specifications, and construction observation in connection with the arranging of land and the elements thereon for public and private use and enjoyment, including layout of roadways, service areas, parking areas, walkways, steps, ramps, pools, the location of buildings and other structures, and the grading of land, surface and subsoil drainage, erosion control, planting, reforestation, and the preservation of the natural landscape, in accordance with accepted professional standards.

B. *Contract Documents*

Those documents required to construct, renovate and/or modernize the project, including but not limited to standard provisions, special provisions, drawings, plans and specifications.

C. *City*

The officer of the City in charge of engineering, construction and maintenance contracts on public rights-of-way, on public lands and capital improvement projects.

D. *Estimated Construction Cost*

That amount which has been designated as the maximum amount for the construction cost of the project

2. **Basic Services.** The Design Consultant is hereby engaged and employed by the City to perform in accordance with good Landscape Architectural practices and in the best interest of the City all of the work as set out herein and including Exhibit A, which is attached hereto and incorporated as a part of this Contract, including but not limited to the following:

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, AND CONSTRUCTION ADMINISTRATION

1. **TASK 1 – Surveying and Geotechnical Report**

- A. SURVEY: The survey area for the project consists of approximately 5 acres including the direct project area, open spaces, parking areas, existing trees, and trail, and an adjacent existing school building.
- I. Prepare a detailed topographical survey for the project areas: all substantial features (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, utilities etc.)
 - II. Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
 - III. Calculate existing boundary and meander lines as provided from latest County records, and establish or confirm monumentation where required.
 - IV. Two benchmarks shall be set within 200 feet of construction limits in location and manner to not be disturbed.
 - V. Review by Professional Land Surveyor
 - VI. Deliverables include the following:
 - a. Network Control Data Sheets (for subsequent use)
 - b. Topographic Survey in CAD format
 - c. Include existing boundary survey
 - d. All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)
- B. GEOTECHNICAL REPORT: The design team will engage a soils engineer to prepare a Geotechnical report to make recommendations on structural, roadway and parking facilities. The report will include between six (6) and eight (8) drilled holes for analysis.

2. **TASK 2 – Master Planning and Public Engagement Services**

- A. Prepare a site plan illustrating the park with amenities that will utilize the existing property. This design will include but is not limited to the following:
- I. Multiple Play Areas with age appropriate divisions.
 - II. Provide fencing and access control for play areas
 - III. Entry Gateway Signage with Park Name
 - IV. Multi-Use Sports Courts
 - V. Pavilions and Shelters
 - VI. Drinking Fountain
 - VII. LED Lighting
 - VIII. Family Games
 - IX. Possible Restroom Facility

- X. Analyze vehicular circulation around the site, with connections to adjacent sites and streets, and provide new parking.
 - XI. Analyze pedestrian circulation within and around the site to create a smooth flow between the different functions of the site, provide connection between the various site elements, and accommodate access for the physically limited.
 - XII. Analyze existing and potential utility extensions/locations.
 - XIII. Prepare a preliminary estimate of probable cost for the construction of the overall project
- B. The Design Team will assist the City of Shawnee and The Parks and Recreation Department with facilitating Public Meetings and Public Engagement Events. This will include the following:
- I. The design team will hold one (1) meeting with the various neighborhood partners/stakeholders, as determined by the City.
 - II. The design team will hold one (1) Community Connection Meeting with adjacent property owners, the community, and City Staff.
 - III. The design team will revise the Master Plan based on the information discovered in items in the public engagement events.
 - IV. The design team will meet with the Park Board and/or City Council as directed by the City Staff. This will include up to two (2) total meetings with the Park Board and/or meetings with the City Council. These meetings can be held anytime withing the Task 2 scope of work.

3. TASK 3 – Completion of Preliminary Plans and Construction Final Plan Services

- A. Prepare final plans, bid documents, specifications and estimate of costs.
- B. Prepare legal descriptions if applicable for any necessary temporary and permanent easements, prepare legal descriptions necessary for property to be acquired, provide right-of-way maps showing locations and dimensions of right-of-way to be acquired and assist the City when requested in negotiations with owners of property acquired for or affected by the improvements. This work shall be completed before preparation of final plans to ensure all easements can be obtained prior to bidding.
- C. Prepare and submit project Schematic Design/Preliminary plans (30% Submittal), including but not limited to, preparation and submission of preliminary plans for funded improvements including but not limited to the identification of items from the Final Master Plan. This submittal will include an architect estimate of probable cost.
- D. Prepare for City Staff to review and approve Design Development Drawings and Specification Outline (65% Submittal). Building and site improvements shall meet all appropriate codes and ordinances. This submittal will include an architect estimate of probable cost.
- E. After approval of the design development document/preliminary report in whole or in part by the City, the Design Consultant shall proceed as directed in writing by the City to prepare detailed plans and specifications, using wherever applicable, City standards, details and specifications for such work. The Design Consultant shall complete said plans and specifications for submission to the City Council for its approval. All final as-built plans must be reproducible.

- I. Scale for plan and profile sheets for preliminary and final plans shall be approved by the City prior to preparation of plans.
 - II. Aerial photographs will not be permitted for plan and profile sheets of the final construction plans.
 - III. The Design Consultant shall indicate on final plan and profiles all water lines, sanitary sewer lines, gas lines, oil lines, telephone conduits and all other underground obstructions which might affect the construction of the project
 - IV. Plan and profile of all proposed improvements. Indicate right-of-way and/or easement, state whether existing or to be acquired.
 - V. Include complete drainage map and calculations, detail of special structures, typical paving section, manhole detail, storm sewer inlet details, etc. All such plans must be signed and sealed by a Professional Engineer registered in the State of Oklahoma.
 - VI. The horizontal scale used on plan and profile sheets shall be determined by the City based on the work depicted.
 - VII. Sheet size shall be 24" x 36".
 - VIII. All street and driveway returns shall have a minimum radius as required by the City.
 - IX. On construction plans the streets should reflect the name, existing surface, and existing and proposed right-of-way width.
 - X. All utility easements shall be identified.
 - XI. All elevations shown on the plans shall be based on United States Geological Survey datum.
- F. The Design Consultant shall assemble said plans and specifications for submission to the City Council for their approval. All original plans must be reproducible.
- G. Upon preliminary completion of final plans for formal submittal to the City, the Design Consultant will submit the final plans to the City.
- H. Prepare and furnish the City all final plans and specifications, all necessary forms for construction proposals and advertisements for bids, subject to approval of the City Council, employing wherever applicable, standard City forms, in completed form.
- I. Furnish the City with a copy of all final plans and specifications with cost included in the Basic Services Fee. The Design Consultant will distribute bidding plan sets from their office with the printing fee charged to the plan holders.
- J. Identify and coordinate all requirements for geotechnical investigation, including but not limited to sampling, test boring, subsurface explorations, analysis, and other investigations required for determining conditions and geotechnical recommendations for foundations and paving design. Identify and coordinate sampling and analysis of water and other substances as appropriate.

- K. Confirm and/or supplement the geotechnical requirement described in Task 1 above.
- L. The laboratories will be selected by the City, and costs of sampling, analysis, borings, tests, or explorations and investigations will be paid by the City under this contract.
- M. Review and recommend approval of testing laboratory claim vouchers.
- N. Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.
- O. Prior to the submission of contract documents to the City for solicitation of bids, the Design Consultant shall submit plans and specifications required for the granting of all necessary building permits.
- P. Prepare all necessary plans, studies, and applications for submission to City, State and Federal authorities as may be required for the initiation, prosecution, construction and for approval of grants and permits at no additional cost to the City.
- Q. Final design shall include the establishment of permanent horizontal and vertical alignment control points throughout the entire project limits of all storm sewers, sanitary sewers, paving, water and/or appurtenances. The Design Consultant shall provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction.

4. TASK 4 - Bidding Services

- A. Meet with the City or its representatives at any time requested for consultation or conference, as directed in writing by the City. In this connection, the Design Consultant shall hold at least one (1) pre-bid conference with prospective bidders.
- B. Answer all City and bidder's questions regarding the bidding of the project, and prepare and distribute upon approval by the City, all addendums for the project.
- C. Prior to bid opening, the Design Consultant shall submit a construction cost estimate to the City, if required, that will be derived from the Design Consultant's approved final plans and specifications.
- D. The City will receive the proposals (bids) and the Design Consultant will receive a copy of the proposals from the City. The Design Consultant will review and evaluate the proposals and will make recommendations to the City for an award. The Design Consultant shall assist, review, and make recommendations to the City on all construction contract issues.
- E. If bids are received, all of which exceed the estimated construction cost, the Design Consultant shall revise its plans as directed by the City, pursuant to paragraph number 21 "Estimated Cost for Construction" of this Contract.

5. TASK 5 - Construction Administration Services

- A. The Design Consultant shall provide administration of the construction contract during construction and until final payment is made to the contractor. The City will provide on-site inspections on a day-to-day basis as well as all code inspections.

- B. Meet with the City or its representatives at any time requested for consultation or conference as directed in writing by the City.
- C. Assist in coordination of pre-work conferences for the contractor(s), the City, and all other interested parties. The City will issue all work orders for the project.
- D. The base information provided by the City to the design consultant shall establish permanent horizontal and vertical alignment control points throughout the entire project limits from which the construction contractor shall set its control for construction. Provide a permanent benchmark within two hundred (200) feet of the beginning and ending of the proposed construction. All surveys and control points shall be tied to the City's GIS control network and datum. Construction staking is to be performed by the construction contractor. The Design Consultant will periodically review the contractor's construction staking survey field notes and the actual staking to verify line and grade in accordance with the Contract Documents.
- E. Provide interpretation of the plans and specifications in accordance with the intent of the contract documents. Such interpretations shall be made upon request of the City and its representatives or the contractor, to safeguard the City against defects and deficiencies in the construction. When making such interpretations and decisions, the Design Consultant will endeavor to secure faithful performance by the contractor. The Design Consultant does not guarantee the performance of the contract by the contractor(s), nor is it responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and it shall not be responsible for a contractor's failure to carry out the work in accordance with the contract documents.
- F. Perform coordination of the work of inspection and laboratories selected by the City for the inspection and testing of construction materials. Receive reports and recommend approval or rejection of the materials based upon reports made by such laboratories or bureaus. The costs of all such tests and inspection by laboratories will be paid by the City.
- G. Review and recommend approval of testing laboratory claim vouchers.
- H. The Design Consultant shall visit the site with qualified Architectural, civil, structural, mechanical, electrical, etc., representatives at intervals appropriate to the stage of construction to become familiar with the progress and quality of the work. This will take place at a scheduled weekly on-site meeting with the City, contractor and the Design Consultant or his consultants. The Design Consultant or his consultants will also make periodic inspections at critical stages of construction that fall outside the standard inspections the City inspector would make. These would include specialty construction items. The Design Consultant will further determine, in general, if the work is being performed in a manner indicating that the work, when completed, shall be in accordance with the contract documents. However, the Design Consultant is not required to make exhaustive or continuous on-site inspections to check quality or quantity of the work. The Design Consultant will keep the City informed of progress of the work and will endeavor to guard the City against defects and deficiencies of the work. The City will assign a City inspector to the project that will communicate with the Design Consultant as necessary in between scheduled weekly meetings. The City inspector will keep a daily log for workdays and general progress of the project.

- I. Review all necessary information for monthly estimates of the quantity of work performed and review the claim vouchers for payments to be made to the contractor(s) during the progress of the work and upon completion of any and all work and report the same to the City.
- J. Review the contractor's final request for payment and certify that, to the best of its knowledge and industry standards, the completed work conforms to plans and specifications.
- K. Prepare and keep a record of the meeting minutes for the weekly meeting including a summary of work performed by any contractor on this project for the previous work week and distribute to the City and all interested parties a bi-weekly construction observation report. The report shall be distributed at the following weekly construction meeting.
- L. Except as otherwise provided in this contract, communications with the Design Consultant's consultants will be through the Landscape Architect. Communications with the contractor's subcontractors and material suppliers will be through the contractor. Communications with other City contractors will be through the City. The Landscape Architect shall be available at all times for the purpose of communication.
- M. The Design Consultant shall recommend rejection to the City and/or City Inspector of work that does not conform to the contract documents. At any time during construction, the Design Consultant may be given the authority to request additional inspection or testing of the work by the City.
- N. The Design Consultant shall review for conformance with contract documents and approve or take other appropriate action upon the contractor's submittals, such as shop drawings, product data and samples. The Design Consultant's review of submittals will be promptly completed, but no longer than fourteen (14) calendar days from receipt of submittals. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the contract documents. The Design Consultant's review of the contractor's submittals will not relieve the contractor of its contractual obligation to the City as required by the contract documents. The Design Consultant's review of the contractor's submittals will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Design Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- O. The Design Consultant shall reply to contractor's requests for information, prepare clarification drawings, prepare change orders, field orders, amendments, field changes and construction change directives. The Design Consultant may recommend minor changes in the work, not inconsistent with the intent of the contract documents. Such recommended changes shall be made by written order approved by the City and shall be binding upon the contractor.
- P. The Design Consultant shall conduct observations and inspections as required to determine the quality of work to be accepted and the date or dates of final completion and acceptance. The Design Consultant shall receive and forward to the City all written warranties and any related documents required by the contract documents and assembled by the contractor. The Design Consultant will recommend approval of the contractor's final certificate of payment upon completion

of the work and compliance with the requirements of the contract documents.

- Q. The Design Consultant will review reports furnished by the City's inspector to evaluate and determine compliance with the contract documents. Significant variations between reported conditions and the contract documents shall be verified by the Design Consultant and resolved with the contractor and the City. The Design Consultant's duty to review reports and initiate remedial action shall not extend to the contractor's construction means, methods, techniques, sequencing, or procedures or for safety precautions and programs in connection with the work.

6. **TASK 6 – As-Built Drawing Services**

- A. Upon termination or completion of this Contract, the Engineer shall, at its expense, correct the original drawings, show all as-built changes based on information from as-built field surveys, reflecting the actual construction of the project and shall furnish the City, without expense, electronic files on CD ROM in the latest AutoCAD version 2013 compatible with the City of Oklahoma City's current software and a PDF file in color. All written comments, changes or other markings on the final drawings must be highlighted in **RED** color.
- B. Upon termination or completion of this Contract, the Engineer shall also furnish the City, without cost to the City, all basic calculations used in the design of the structures and original field notes on all land surveys, at which time Engineer shall receive the retained portion of its fee as provided in Exhibit B of this Contract.
- C. The Engineer shall submit GPS permanent benchmark with as-built drawings.
- D. For all building/facility projects, the Engineer shall provide to the City an Operations and Maintenance (O&M) Manual (three copies) covering all systems and equipment constructed, installed or remodeled as a part of the construction project.

7. **No Extra Work.** No claims for extra work of any kind or nature or character shall be recognized by or be binding upon the City unless such work or service is first approved in writing by the City.

8. **Compensation.** The aggregate total compensation for all Design Consultant services under this Contract shall not exceed a total fee of \$343,500.00 for Basic Services as specifically set forth in Exhibit B, attached hereto and incorporated herein.

9. **Payments.**

- A. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical, or mechanical engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.
- B. The Design Consultant shall present the invoice to the City for compensation and payment. The City will review the invoice and claim voucher for payment. Should the City question or request additional documentation or disapprove all or a portion of any invoice, the Design Consultant will be notified so that it may provide additional documentation sufficient to permit the invoice and claim to be paid, in whole or in part; provided, however, no invoices or claims shall be paid the

aggregate of which are in excess of the "not to exceed" amounts or limitations established in Exhibit B.

- C. Final payment shall not be deemed to waive any rights or obligations of the parties to this Contract.

10. **Indemnity.** To the fullest extent permitted by law, the Design Consultant agrees to release, defend, indemnify and save harmless the City and any participating public trust, their officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the Design Consultant's negligent acts, operations, errors and/or omissions under or in connection with this Contract, or the Design Consultant's use and occupancy of any portion of the project site, including, without limitation, negligent acts, operations, errors and/or omissions of the Design Consultant's officers, employees, representatives, suppliers, invitees, contractors, subcontractors or agents. The Design Consultant shall promptly advise the City and any participating public trust, in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Design Consultant, at its expense, shall assume the defense of the City and any participating trust, with counsel satisfactory to the City and participating trust. This section shall survive the expiration of the Contract. Provided, however, the Design Consultant need not release, defend, indemnify or save harmless the City and any participating public trust, or their officers, agents and employees, from damages or injuries resulting from the negligence of the City and any participating public trust, their officers, agents or employees. It is understood that this indemnity and hold harmless provision is not limited by the insurance required under the provisions hereof.
11. **Insurance.** Required insurance shall be carried and maintained throughout the term of this Contract, and certificates of insurance shall contain a provision by the insurer(s) to the effect that the policy(s) may not be canceled, fail to be renewed, nor the limits decreased by endorsement without thirty (30) days prior written notice to the City and any participating public trust.
 - A. During the term of the Contract, the Design Consultant shall provide, pay for, and maintain with companies satisfactory to the City and any participating public trust, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the state of Oklahoma. All liability policies (except professional liability policies) shall provide that the City and any participating public trust are named additional insureds as to the operations of the Design Consultant under this Contract and shall also provide the following Severability of Interest Provision:
 - I. With respect to claims involving any insured hereunder, except with respect to limits of insurance, each such interest shall be deemed separate from any and all other interest herein, and coverage shall apply as though each such interest was separately insured.
 - B. Payment of claims for incremental work completed on each task may be submitted. Invoices for the amount and value of the work and services performed by the Design Consultant shall be submitted monthly to the City and shall meet the standards of quality as established under this Contract. The City agrees to pay the Design Consultant, as compensation for such Design Consultant services as listed herein. Professional consultants engaged for the normal structural, electrical, or mechanical

engineering services shall be billed to the City by the Design Consultant as part of the Design Consultant total compensation.

Promptly after notice of award of this Contract, the insurance coverage and limits required must be evidenced by properly executed certificates of Insurance. The certificate must be signed by the authorized representative of the insurance company(s) shown in the certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to the City and any participating public trust on a timely basis if requested by the City and any participating public trust. The required policies of insurance shall be performable in Shawnee, Oklahoma, and shall be construed in accordance with the laws of Oklahoma.

No less than thirty (30) days prior written notice by registered or certified mail shall be given to the City and any participating public trust of any cancellation, intent not to renew, or reduction in the policies' coverage except in the application of the aggregate limits provisions. In the event of a reduction in any aggregate limit, the Design Consultant shall immediately notify the City and any participating public trust and shall make reasonable efforts to have the full amount of the limits appearing on the certificate reinstated. If at any time the City and any participating public trust requests a written statement from the insurance company(s) as to any impairments to the aggregate limit, the Design Consultant hereby agrees to promptly authorize and have delivered to the City and any participating public trust such statement. The Design Consultant authorizes the City and any participating public trust to confirm all information so furnished as to the Design Consultant's compliance with its bonds and insurance requirements with the Design Consultant's insurance agents, brokers, surety and insurance carriers. All insurance coverage of the Design Consultant shall be primary to any insurance or self-insurance program carried by the City and any participating public trust.

- C. No work or occupancy of the premises shall commence at the site unless and until the required certificates of insurance are provided and in effect and the written notice to proceed is issued to the Design Consultant by the City and any participating public trust.
- D. The insurance coverage and limits required of the Design Consultant under this Contract are designed to meet the minimum requirements of the City and any participating public trust. Such coverage and limits are not designed as a recommended insurance program for the Design Consultant. The Design Consultant alone shall be responsible for the sufficiency of its own insurance program. Should the Design Consultant have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefor, the Design Consultant should seek professional assistance.
- E. Any deductibles or self-insured retentions or any scheme other than a fully insured program of general liability, automobile liability and/or employer's liability must be declared by the Design Consultant for approval in advance by the City and any participating public trust. At the option of the City and any participating public trust: (1) the Design Consultant shall require the insurer to reduce or eliminate such deductibles or self-insured retentions with respect to the City and any participating public trust; or (2) the Design Consultant shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses not otherwise covered by the Design Consultant's insurance because of deductibles or self-insurance retentions; or (3) the Design Consultant shall provide

owner's protection liability coverage with the City and any participating trust as the named insureds, for the commercial general liability requirement, in a combined single-limit bodily injury and property damage amount of One Million Dollars (\$1,000,000.00)

F. The Design Consultant shall provide the City the following insurance:

- I. Worker's compensation and employer's liability. The Design Consultant shall maintain, during the term of the Contract, worker's compensation insurance as prescribed by the laws of the state of Oklahoma and employer's liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) each for all its employees employed at the site of the project, and in case any work is subcontracted, the Design Consultant shall require the subcontractor similarly to provide worker's compensation and employer's liability Insurance for all the subcontractor's employees, unless such employees are covered by the protection afforded by the Design Consultant. In the event any class of employees engaged in work performed under the Contract or at the site of the project is not protected under such insurance heretofore mentioned, the Design Consultant shall provide and shall cause each subcontractor to provide adequate insurance for the protection of the employees not otherwise protected.
- II. Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:
 - i. Property damage liability in an amount not less than Twenty-Five Thousand Dollars (\$25,000.00) per claimant for loss, damage to or destruction of property, including but not limited to consequential damages arising out of a single accident or occurrence.
 - ii. All other liability in an amount not less than One Hundred Twenty-Five Thousand Dollars (\$125,000.00) per claimant for claims including death, personal injury, and all other claims arising out of a single accident or occurrence.
 - iii. Single occurrence or accident liability in an amount not less than One Million Dollars (\$1,000,000.00) for any number of claims arising out of a single accident or occurrence.

Note: If commercial general liability coverage is written in a "claims-made" form, the Design Consultant shall also provide tail coverage that extends a minimum of one year from the expiration of this Contract.

III. Commercial general liability insurance. The Design Consultant shall maintain during the term of the Contract sufficient commercial general liability Insurance to protect the Design Consultant and any additional insured(s) from claims for bodily injury, including death, as well as from claims from property damages or loss, which may arise from activities, omissions and operations under the Contract, whether such activities, omissions and operations be by the Design Consultant or by any subcontractor or by anyone directly or indirectly employed by or acting on behalf of or to the benefit of them. The amounts of such insurance shall be not less than the City's maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.*, as amended from time to time and currently are:

IV. Automobile liability insurance shall be maintained by the Design Consultant as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles, with limits of not less than:

Bodily injury liability	\$125,000.00	Limit each person
	\$1,000,000.00	Limit each accident

Property damage liability	\$25,000.00	Limit each accident
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Or

Bodily injury and property damage liability	\$1,000,000.00	Combined single limit each accident
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V. Valuable paper insurance in an amount not less than fifty percent (50%) of the Design Consultant's total fee to assure the restoration, in the event of their loss or destruction, of any field notes, drawings, documents, summaries, estimates, reports, specifications, data, as-built drawings, renderings, calculations, tracings, computer files, models or plans (hereinafter collectively referred to as "documents") obtained or prepared as a part of this Contract and the delivery of said documents to the City and any participating public trust upon the completion, expiration, cancellation or termination of this Contract. The City and any participating public trust is to be named as loss payee for its interest only.

VI. Professional liability insurance. Before this Contract may become effective, the Design Consultant shall provide the City and any participating public trust with a certificate of insurance evidencing the Design Consultant's coverage under a Professional Liability Insurance Policy in an amount not less than \$1,000,000 aggregate annual limit of liability. Such insurance shall be maintained for a period of two (2) years after the completion of construction of this project.

Any lapse of insurance coverage is declared a breach of this Contract. The City and any participating public trust may, at its option, suspend this Contract until there is full compliance with this paragraph "Insurance" or terminate this Contract for nonperformance.

12. Termination for Convenience. The City may terminate this Contract, in whole or in part, for the City's convenience. The City may terminate by delivery of a notice to the Design Consultant, pursuant to paragraph "Notices" herein.

Upon receipt of the notice of termination, the Design Consultant shall (1) immediately discontinue all work and services affected (unless the notice directs otherwise), and (2), upon payment for work performed, deliver to the City all documents, data, drawings, specifications, reports, calculations, field notes, tracings, plans, models, computer files, estimates, summaries and other information and materials accumulated in performing this Contract, whether complete or incomplete unless the notice directs otherwise.

Upon termination for the convenience by the City, the City shall pay the Design Consultant for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Contract and as further limited by the not to exceed amounts set in this Contract.

The rights and remedies of the City provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

Termination herein shall not terminate or suspend any of the required provisions of paragraph "Indemnity" or "Insurance" of this Contract.

13. **Notices.** All notices given pursuant to this Contract shall be in writing, delivered or mailed by United States mail, postage prepaid or faxed (with hard copy follow up by mail or delivery) and addressed as follows:

To the City:
The City of Shawnee
16 West 9th Street
Shawnee, Oklahoma 74801
Attn: Kerri Foster, Director of Parks and Recreation Director
Phone Number: (405) 878-1528

To the Design Consultant:
PDG, LLC
5314 South Yale Ave., Suite 510
Tulsa, Oklahoma 74135
Attn: Geoffery Evans, ASLA, Principal
Phone Number: (918) 628-1255

The address of any person or party may be changed by notice to the other party, given in the manner described above. All such notices shall be deemed received when delivered.

14. **Stop Work.** Upon notice to the Design Consultant, the City may issue a stop work order suspending the performance of work and/or services under this Contract. The stop work order shall not terminate or suspend any of the required provisions of paragraph "Indemnity" and/or "Insurance" of this Contract. In the event the City issues a stop work order to the Design Consultant, the City will provide a copy of such stop work order to the contractor.
15. **Compliance with Laws, Ordinances, Specifications and Regulations.** The Design Consultant shall comply with all existing federal, state, and local laws, standards, codes, ordinances, administrative regulations and all amendments and additions thereto, pertaining in any manner to the work and/or services provided by this Contract.
16. **Records and Accounts.** During the term of this Contract and continuing for a period the longer of five (5) years after the final acceptance of the completed project by the City, or until the final resolution of any outstanding disputes between the City and the Design Consultant or

the contractor(s) on the project, the Design Consultant shall maintain: all documents, notes, drawings, specifications, reports, estimates, summaries, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract that have not been submitted to the City subsequent to final completion of the project and its internal accounting records, and other supporting documents pertaining to the claims and/or invoices for costs of work and/or services of this Contract. The Design Consultant must maintain its accounting records in accordance with generally accepted accounting principles applied on a consistent basis. The Design Consultant shall permit periodic audits by the City and the City's authorized representative. The periodic audits of the records in support of claims and invoices for the Contract shall be performed at times and places mutually agreed upon by the City and Design Consultant. Agreement as to the time and place for audits may not be unreasonably withheld.

17. **Reporting to the City.** The Design Consultant shall report to the City on a regular monthly basis and on an as needed basis.
18. **Prohibition Against Collusion.** The Design Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design Consultant to solicit or secure this Contract. The Design Consultant further warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Design Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. In addition, the Design Consultant must execute the Anti-collision Affidavit, attached as Exhibit C, prior to the effective date of this Contract.
19. **Sub-consultant, Subcontractor or Employee Conflict of Interest.** Any work performed by the Design Consultant's employees, sub-consultants or subcontractors on this project shall prohibit said persons from contracting with, working for, or otherwise assisting any potential bidder to do any project-related work for the bidder which may in any way be (or construed to be) a conflict of interest. It is the responsibility of the Design Consultant to require all employees, sub-consultants, or subcontractors engaged by the Design Consultant of any business relationship (formal or otherwise) which may pertain directly or indirectly to this project and/or which may in any way be (or construed to be) a conflict of interest. The Design Consultant will subsequently notify the City of any such business relationship and/or conflict of interest. Any conflict of interest discovered by the City may be cause of rejection of the bid in question and/or cancellation of the Design Consultant's contract.
20. **Work Orders.** The Design Consultant shall proceed with the provision of work and/or services for this Contract upon receipt of work orders from the City.
21. **Ownership of Documents.** All documents, notes, drawings, specifications, reports, estimates, summaries, computer files, renderings, models, photographs, field notes, as-built drawings, information, survey results, plans, computer files and any other materials produced, created or accumulated in performing this Contract, are and shall remain the property of the City and may be reproduced, distributed and published in whole or part without permission or any additional payments or fees to the Design Consultant. Reuse of said documents by the City shall be at the City's risk and responsibility and not that of the Design Consultant. The parties may use any portions of said documents at their own risk and responsibility. During preparation of design documents, the Design Consultant shall do weekly backups of CADD computer files and maintain said backups in a safe and secure off-site location. These back up CADD computer files are the property of the Design Consultant.

22. **References Not Incorporated.** The use of language or definitions from the Federal Acquisition Regulations, the ("FAR"), the American Institute of Landscape Architects ("AIA") or any other publication, is not intended to adopt by reference or otherwise any or all of the language, definitions, regulations or publications or any interpretation thereof.
23. **Standard of Care.** In providing the work and services herein, the Design Consultant shall maintain during the course of this Contract the standard of reasonable care, skill, diligence, and professional competency for such work and/or services. The Design Consultant agrees to require all of its consultants, under the terms of its consultants' contracts, to provide services at the same standard of reasonable care, skill, diligence, and professional competence required of the Design Consultant.
24. **Estimated Construction Cost.** If the lowest and best bid proposed in response to a timely solicitation of bids for construction of the project, in accordance with the bidding documents provided by the Design Consultant, exceeds the estimated construction cost or funds available for this project, the Design Consultant, at no increase or additional cost to the City, shall redesign the project and redraft the bidding documents so that the construction bids pursuant to a subsequent solicitation come within the estimated construction cost.
25. **Design Corrections.** The Design Consultant agrees to make any necessary corrections to the designs, drawings, specifications or other documents, work or services furnished, when such documents or services contain any errors, deficiencies or inadequacies caused by the Design Consultant, at no cost to the City. The Design Consultant further agrees to be liable for any damage caused by its negligence and/or the negligent failure to timely discover and/or make such necessary corrections. The Design Consultant is not relieved of liability for design errors, deficiencies, or inadequacies undiscovered by the City upon its review or inspection, nor is the Design Consultant relieved from liability for the City's lack of review or inspection of said documents.
26. **Notice of Design Limitations.** The Design Consultant will immediately advise the City at any time it believes that the project being designed will exceed, or is likely to exceed, the allocated cost for construction as set forth in this Contract.
27. **Sub-consultants.** The Design Consultant agrees to submit for approval by the City, prior to their engagement, a list of any subconsultants or subcontractors the Design Consultant intends to engage to perform work and/or services related to this Contract. Such approval will not be unreasonably withheld.
28. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Design Consultant agrees as follows:
- I. The Design Consultant shall not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3(2). The Design Consultant shall take affirmative action to ensure that employees or applicants for employment are treated without regard to their age, race, creed, color, national origin, sex, ancestry, or disability as defined by the Americans with Disabilities Act of 1990, Section 3 (2). Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination or cancellation, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - II. In the event of the Design Consultant's noncompliance with this nondiscrimination clause, this Contract may be suspended, canceled, or terminated by the City. The

Design Consultant may be declared by the City ineligible for further contracts or agreements until compliance, and/or satisfactory proof of intent to comply shall be made by the Design Consultant.

- III. The Design Consultant agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Contract. The Design Consultant shall also execute the nondiscrimination certificate, attached, and incorporated as Exhibit D, prior to the effective date of this Contract.

29. **Assignment.** Inasmuch as this Contract is a personal and professional service agreement which relies upon the personal and professional integrity, financial standing and unique ability and expertise of the Design Consultant to provide professional and personal services to the City, the parties agree that the Design Consultant may not assign its obligations, rights, or interest in this Contract except as set forth in paragraph "Termination for Default" subparagraph B.

30. **Termination for Default.** The City may cancel this Contract in whole or in part, for failure of the Design Consultant to fulfill or promptly fulfill its obligations under this Contract.

- I. After due notice and thirty (30) days within which to correct the default, this Contract may be terminated by either party for default upon fourteen (14) days written notice should the other party fail substantially to perform in accordance with the Contract terms through no fault of the party initiating the termination.

- II. If this Contract is terminated by reason of a default of the Design Consultant prior to the completion of this project, regardless of the reason for said termination, the Design Consultant shall immediately assign to the City any contracts and/or agreements relative to this project entered into between the Design Consultant and its subcontractors and sub-consultants, as the City may designate in writing and with the consent of the subcontractors and sub-consultants so designated. With respect to those contracts and/or agreements assigned to and accepted by the City, the City shall only be required to compensate such subcontractors and sub-consultants for compensation accruing to such parties under the terms of their agreements with the Design Consultant from and after the date of such assignment to and acceptance by the City. All sums claimed by such subcontractors or sub-consultants to be due and owing for services performed prior to such assignment and acceptance by the City shall constitute a debt between the Design Consultant and the affected subcontractors or sub-consultants, and the City shall in no way be deemed liable for such sums. The Design Consultant shall include this provision and the City's rights and obligations hereunder in all agreements or contracts entered into with the Design Consultant's subcontractors and sub-consultants.

- III. Termination herein shall not terminate or suspend any of the required provisions of the paragraph "Indemnity" or "Insurance" of this Contract.

31. **Time Is of the Essence.** Both the City and the Design Consultant expressly agree that time is of the essence with respect to this Contract, and the time for performance of each task established by the work orders shall be made a part of this Contract and shall be strictly observed and enforced. Any failure on the part of the City to timely object to the time of performance shall not waive any right of the City to object at a later time.

32. **No Damage for Delay.** No payment, compensation, or adjustment of any kind (other than an approved extension of time) shall be made to the Design Consultant for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or

delays are avoidable or unavoidable. The Design Consultant agrees that it will make no claim for compensation or damages for any such delays and will accept as full satisfaction for such delays the extensions of time.

33. **Severability.** In the event that any provision, clause, portion, or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
34. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the City and the Design Consultant concerning the Contract. Neither the City nor the Design Consultant has made or shall be bound by any agreement or any representation to the other concerning this Contract which is not expressly set forth herein.
35. **Amendment.** This Contract may be modified only by a written amendment of subsequent date hereto, approved by the City and the Design Consultant. In the event the Design Consultant's scope of work is increased or changed so as to materially increase the need for Design Consultant services in excess of the not to exceed total compensation, the Design Consultant may seek to amend this Contract.
36. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
37. **Descriptive Headings.** The descriptive headings of the sections of this Contract are inserted or annexed for convenience of reference only and shall not affect the meaning, construction, interpretation, or effect of this Contract.
38. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Oklahoma. In the event of ambiguity in any of the terms of this Contract, it shall not be construed for or against any party on the basis that such party did or did not author the same.
39. **Survival of Representations.** All representations and covenants of the parties shall survive the expiration of the Contract.
40. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
41. **Venue of Actions.** The parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the District Court of Creek County.
42. **Effective Date.** The effective date of this Contract shall be the date of execution of this Contract by the City

IN WITNESS WHEREOF, this Contract was approved and executed by the City of Shawnee this _____ day of _____, 2026.

THE CITY OF SHAWNEE

ATTEST:

City Clerk

Mayor

IN WITNESS WHEREOF, this Contract was executed and approved by the Design Consultant this _____ day of _____, 2026.

PDG, LLC

Geoffery Evans, Principal

APPROVED as to form and legality this _____ day of _____, 2026.

City Attorney

**EXHIBIT A
SCOPE OF WORK
DEVELOPMENT AND CONSTRUCTION OF
FARRALL PARK SPROJECT**

CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

TASK 1 – SURVEYING AND GEOTECHNICAL REPORT

1. DETAILED SURVEY/BASE MAP DEVELOPMENT

The survey area for the project consists of approximately 5 acres including the direct project area, open spaces, parking areas, existing trees, and trail, and an adjacent existing school building

Project Tasks:

Prepare a detailed topographical survey for the project areas: all substantial feature (buildings, curb, sidewalk, paving, fences, grade breaks, signs, power poles, utilities etc.)

- Benchmarks and permanent network control points will be throughout the limits of surveying support to be used for construction and future development.
- Calculate existing boundaries and meander lines as provided from latest County records and establish or confirm monumentation where required.
- Two benchmarks shall be set within 200 feet of construction limits in location and manner to not be disturbed.
- Review by Professional Land Surveyor
- Deliverables include the following:
 - Network Control Data Sheets (for subsequent use)
 - Topographic Survey in CAD format
 - Right of Way survey (all property lines, platted parcels, un-platted parcels, section data) in CAD format
 - All other materials used during the course of preparing the deliverables (field notes, parcel data, filed Certified Corner References, plats, etc.)

2. GEOTECHNICAL REPORT

The design team will engage a soils engineer to prepare a Geotechnical report to make recommendations on structural, roadway and parking facilities. The report will include between six (6) and eight (8) drilled holes for analysis.

TASK 2 – MASTER PLANNING AND PUBLIC ENGAGEMENT SERVICES

Project Tasks:

- Prepare a site plan illustrating the park with amenities that will utilize the existing property. This design will include but is not limited to the item outlined in Basic Services, Paragraph 2.2 of this Contract, including but not limited to, preparation and submission of a full master plan that might include items above and beyond those funded improvements that will be included in this project.
- Prepare a preliminary estimate of probable cost for the construction of the overall project
- The Design Team will assist the City of Shawnee and The Parks and Recreation Department with facilitating Public Meetings and Public Engagement Events.

TASK 3 – FINAL PLANS SERVICES

Prepare and submit final plans and specifications as outlined in Basic Services Paragraph 2.3 of this Contract, using the City format. This will include submittals at 30%, 65%, and Final Construction Drawings.

TASK 4 – BIDDING SERVICES

Perform bidding services as outlined in Basic Services, Paragraph 2.4 of this Contract, including

review of all bids and preparation of a bid tabulation for submittal to the City.

TASK 5 – CONSTRUCTION ADMINISTRATION SERVICES

Perform construction administration services as outlined in Basic Services, Paragraph 2.5 of this Contract, including planning and conducting a pre-work conference for the project.

TASK 6 – AS BUILT DRAWINGS

The Design Consultant shall complete and submit As-Built Drawings, as outlined in Basic Services, Paragraph 2.6.

**EXHIBIT B
COMPENSATION
DEVELOPMENT AND CONSTRUCTION OF
FARRALL PARK SPROJECT**

Under the terms of this Contact, the Design Consultant agrees to perform the work and services described in this Contract. The City agrees, in accordance with the limitations and conditions set forth in the Contract, to pay an amount not to exceed \$343,500.00. for Basic Services as specifically set forth in this Exhibit B.

Basic Work and Services

Compensation for basic services is based on a construction amount estimated to be \$2,906,500.00 (Including a \$135,000.00 owner construction contingency), and may not exceed \$343,500.00, and in no event may the Design Consultant receive compensation in excess of the amount listed for each task for performance of its basic services.

The Design Consultant may receive up to the following amounts of the amounts for services rendered upon the completion of the following tasks. Partial payments of the amounts for each task may be invoiced for incremental work completed.

A. CONSTRUCTION DOCUMENT DEVELOPMENT, BIDDING, CONSTRUCTION ADMINISTRATION

Task 1 an amount of:

\$ 20,000.00

Completion and submittal of the final survey/base information for the project area.

\$ 10,000.00

Completion and submittal of the Geotechnical Report for the project area.

Task 2 an amount of:

\$ 42,750.00

Completion and recommendation by the City for approval of the preliminary plans for the project

Task 3 an additional of:

\$ 215,500.00

Completion and acceptance by the City of the final plans and specifications for the project.

Task 4 an additional of:

\$ 3,000.00

Award of the construction contract to the successful bidder.

Task 5 an additional of:

\$ 48,750.00

Upon completion and final acceptance by the Authority of the completed project. Said amount is to be paid proportionately to the level of completion of project construction. The proportionate amount is to be consistent with the construction contractor's percentage of completion.

Task 6 an additional of:

\$ 3,500.00

Upon satisfactory completion and acceptance of the as-built drawings.

State of Oklahoma)
County of Tulsa) SS.

The undersigned Design Consultant, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the Design Consultant; that the Design Consultant has not, directly or indirectly, entered into any agreement, express or implied, with any other Landscape Architect/engineer(s), having for its object the controlling of the price or amount of the Contract, the limiting of the services of the Landscape Architect/engineers, the parceling or farming out to any Landscape Architect/engineer(s) or other persons, of any part of the Contract or any part of the subject matter of the Contract, or of the profits thereof.

The Design Consultant further states that the Design Consultant has not been a party to any collusion among other persons, firms or contractors in restraint of freedom of competition, by any agreement to Contract at a fixed price or to refrain from competing; or with any City official, City employee or City agent as to the quantity, quality, or price in the prospective Contract, or any other terms of the said prospective Contract; or in any discussions between the Design Consultant or City official, City employee or City agent concerning the exchange of money or other thing of value for special consideration in the letting of a Contract. The Design Consultant states that it has not paid, given or donated or agreed to pay, give or donate to any City official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of this Contract.

Printed name of the Design Consultant: PDG, LLC

Signature of executing individual:

Title: Principal

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma 74135
Address of the Design Consultant (Please Print)

(918) 628-1255
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this _____ day of _____, 2026, by

My Commission Expires: _____ Notary Public

**EXHIBIT D
NONDISCRIMINATION CERTIFICATE
DEVELOPMENT AND CONSTRUCTION OF
BARTLETT SPORTS COMPLEX PHASE IV**

State of Oklahoma)
)
County of Tulsa) SS.

In connection with the performance of work under this Contract, the Design Consultant agrees as follows:

- A. The Design Consultant agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). The Design Consultant shall take affirmative action to insure that employees are treated without regard to their race, creed, color, national origin, sex, ancestry, age or disability, as defined by the Americans with Disabilities Act of 1990, Sec. 3(2). Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. The Design Consultant and sub consultants shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Shawnee setting forth the provisions of this section.
- B. In the event of the Design Consultant's noncompliance with this Nondiscrimination Certificate, the Contract may be canceled, terminated or suspended by the City. The Design Consultant may be declared, by the City, ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Design Consultant and/or sub-consultants.
- C. The Design Consultant agrees to include the requirements of this Nondiscrimination Certificate in any subcontracts connected with the performance of this Contract.

I have read the above clause and agree to abide by its requirements.

Printed name of the Design Consultant: PDG, LLC

Signature of executing individual:

Title: Principal

5314 South Yale Ave., Suite 510, Tulsa, Oklahoma 74135
Address of the Design Consultant (Please Print)

(918) 628-1255
(A.C.) Tel. Number and FAX Number (if any)

Signed and sworn to before me on this _____ day of _____, 2026, by
_____.

My Commission Expires:

Notary Public

FARRALL PARK PROJECT

City of Shawnee

Date: April 17, 2026

OVERALL PROJECT FUNDING AS ESTABLISHED BY THE CITY	\$3,250,000.00
---	-----------------------

SET FEES		AMOUNT
1	Project Surveying	\$20,000.00
2	Geotechnical Report	\$10,000.00
3	Master Planning	\$42,750.00
4	Design Fees	\$270,750.00
5	5% Owner's Construction Contingency	\$135,000.00

TOTAL COST FOR SET FEES	\$478,500.00
--------------------------------	---------------------

TOTAL ESTIMATED CONSTRUCTION BUDGET	\$2,771,500.00
--	-----------------------



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

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Mason Wilson, Police Chief
Subject: Consideration of an ordinance amending Article VI of Chapter 20, providing certain prohibitions against certain public conduct contrary to public health and safety, which shall be added to Chapter 20 [Offenses and Miscellaneous Provisions] of the City Code; and also providing for severability, codification, and repeater. (*Deferred from April 20, 2026 City Commission Meeting.*)

Background: The proposed ordinance provides for clarification of camping regulations and creates a penalty for public urination and defecation. This version has been amended to exclude recreational vehicle restrictions.

Financial Impact: None

Attachments: Ordinance

Staff Recommendation: Approval of item.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 20, PROVIDING CERTAIN PROHIBITIONS AGAINST CERTAIN PUBLIC CONDUCT CONTRARY TO PUBLIC HEALTH AND SAFETY, WHICH SHALL BE ADDED TO CHAPTER 20 [OFFENSES AND MISCELLANEOUS PROVISIONS] OF THE CITY CODE; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER; AND DECLARING AN EMERGENCY.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for, and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATTOMIE COUNTY, STATE OF OKLAHOMA, THAT CHAPTER 20 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CITY CODE BE AMENDED TO ADD THE FOLLOWING SECTIONS THAT PROVIDE CERTAIN PROHIBITIONS AGAINST CERTAIN PUBLIC CONDUCT CONTRARY TO PUBLIC HEALTH AND SAFETY WITHIN CITY LIMITS, AS DEFINED BELOW:

Chapter 20, Article VI – Unlawful Outdoor Activities

SECTION I: Chapter 20 [“Offenses and Miscellaneous Provisions”] is amended by adding Section 20-244, which shall include, and place into effect, the following language:

Section 20-244 – Unlawful Camping

- A. For the purposes of this Section, the term “camp” or “camping” shall be defined as the use as a temporary or permanent place of dwelling, lodging, or living accommodation. “Camping facilities” shall include, but not be limited to, personal belongings, tents, or other temporary structures used for storing personal belongings, sleeping, or carrying on cooking activities
- B. It shall be unlawful and a public nuisance for any person to camp; establish, maintain, allow, operate, or occupy camp facilities; or use camping paraphernalia to achieve the foregoing in the following areas:
 - 1. Any public or private street or right-of-way, including sidewalks, bus stops, and public landscaping;
 - 2. Any parking lot, yard, building setback, vacant land, open space, park, or any other area open to, accessible to, or controlled by the public, whether improved or unimproved;
 - 3. In, on, under, or adjacent to any structure not intended for human occupancy;
 - 4. In, on, under, or adjacent to a parked vehicle on any public or private property, including but not limited to, an automobile, bus, truck, camper, trailer, or recreational vehicle. For purposes of this section, “recreational vehicle” shall have the same meaning as provided in Section 18-1 of this Code.

- C. The prohibition on camping in this section shall not apply to the following:
1. Camping on residential private property with consent of the property owner, and where such use does not violate any provision of this Code or Oklahoma state law and does not create or permit a public nuisance;
 2. Camping where specifically permitted within City-approved campgrounds or facilities, or on private property for which such activity is an acceptable use as determined by the City zoning map and defined in Section 22-197 of this Code;
 3. Camping in connection with a special event as authorized by the City through issuance of a permit or other temporary exception.
- D. The exceptions contained herein do not apply where camping is conducted in such a manner as to create inadequate sanitation or other public nuisance; nor violate any law; nor where the camping is of such frequency, intensity, or duration lasting more than seven (7) consecutive or aggregate days in any one-month period, or so as to constitute a use of land prohibited by zoning regulations; nor where the camping would be prohibited under any other provision of this Code concerning the use of mobile homes; nor where any fee, charge, or other monetary consideration is collected for the privilege of camping or for any services or the use of any facilities related thereto, other than at City-approved and sanctioned campgrounds or facilities.
- E. Nothing in this Ordinance is intended to prohibit or make unlawful activities of a property owner or lawful tenant of private property that are incidental to the lawful and authorized use of private property for residential or other approved and legal purposes. Nothing herein is intended to prohibit or make unlawful activities of a property owner or other lawful tenant if such activities are expressly authorized by the City's zoning ordinance, other ordinances, or regulations.

State Law Reference: 11 O.S. § 22-120. (EFFECTIVE June 1, 2001)

SECTION II: Chapter 20 ["Offenses and Miscellaneous Provisions"] is amended by adding Section 20-245, which shall include, and place into effect, the following language:

Section 20-245 – Enforcement of Section 20-244

- A. Each person shall be deemed guilty of a separate offense for each and every day, or portion thereof, during which any violation of or failure to comply with any of the provisions of the forgoing ordinances is committed, continued, or permitted by such person, and each instance shall be deemed punishable.
- B. The provisions of this Chapter shall not be construed as permitting conduct not proscribed herein and shall not affect the enforceability of any other applicable provisions of law.
- C. The City may enforce any violation of the foregoing ordinances by any and all means available by law, including but not limited to, a restraining order, preliminary or permanent injunction, and criminal or administrative enforcement.
- D. These remedies are intended to be cumulative and may be used in conjunction with or in lieu of each other.

- E. Notwithstanding any provisions to the contrary contained herein, no person may obstruct any public or private right-of-way either with their person, or with their personal property, in a way that creates a risk to the health and safety of passersby, or significantly impedes pedestrian traffic, or interferes with the use and enjoyment of public parks or facilities. Upon notice by an enforcement officer, any such person shall immediately remove the obstruction. Failure to remove the obstruction within a reasonable amount of time dependent on the circumstances shall be unlawful and shall constitute a public nuisance. Any personal property that is creating an obstruction as described in this subsection and is not removed within a reasonable time of receiving notice may be impounded as provided in this section.

State Law Reference: 11 O.S. § 22-120. (EFFECTIVE June 1, 2001)

SECTION III: Chapter 20 [“Offenses and Miscellaneous Provisions”] is amended by adding Section 20-246, which shall include, and place into effect, the following language:

Section 20-246 – Prohibition of Public Urination and Defecation

- A. The purpose of this Section is to prohibit persons from urinating or defecating in any place except a restroom in order to protect the public from unhealthy conditions resulting from such acts and to promote human decency. For purposes of this Section, the term “restroom” means any room or structure containing a flush toilet or receptacle for the deposit of human waste such as urine and feces, and which is fully enclosed so that the act of urination or defecation is not visible from the exterior of said room or structure.
- B. It shall be unlawful for any person to urinate or deposit any urine in any place within the City except in a restroom as defined the preceding Subsection.
- C. It shall be unlawful for any person to defecate or deposit any human feces in any place within the City except in a restroom.
- D. Any person who violates any provision of this Section shall be guilty of a misdemeanor.
- E. Violations of the provisions contained in this Section in connection with a medical emergency or episode shall be excepted from the penalties prescribed herein.

State Law Reference: 11 O.S. § 22-120. (EFFECTIVE June 1, 2001)

SECTION IV: Statutory Construction. It is the intent of the City Commission of the City of Shawnee, Oklahoma to supplement applicable state and federal law and not to duplicate or contradict such law.

SECTION V: Severability. The provisions of this Ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this Ordinance.

SECTION VI: Codification. This Ordinance shall be codified in the City Municipal Code, and the codifier is authorized to set out the Ordinance, as a whole, as appropriate

SECTION VII: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

SECTION VIII: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2026.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of _____, 2026.

ERIC STEPHENS, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2026.

JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Mason Wilson, Police Chief
Subject: Consideration of an emergency clause as it relates to Agenda Item No. 9 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.

Background: Oklahoma State Statute Title 11, Article XIV, Section 14-103 provides that an emergency measure necessary for the immediate preservation of peace, health, or safety shall go into effect upon its final passage unless it specifies a later date. The question of emergency must be ruled upon separately and approved by the affirmative vote of at least three-fourths (3/4) of all the members of the governing body of the municipality.

Financial Impact: None.

Attachments:

Staff Recommendation: Approval of item.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Petya Stefanoff, Community Development Director
Sponsor: Petya Stefanoff, Community Development Director
Subject: Public Hearing for a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road.
Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson

Background:

The applicant is requesting a Conditional Use Permit (CUP) to install a personal swimming pool at the property addressed as 34102 Lake Road, more particularly described as:

Beginning at a point 963 feet East of the Southwest corner of the Southwest Quarter of the Southwest Quarter (SW/c SW/4 SW/4) of Section Thirteen (13), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence North 1035 feet; thence West 272.5 feet; thence South 1035 feet to a point on the South line of said SW/4 SW/4; thence East along said South line a distance of 272.5 feet to the point of beginning.

The property is currently zoned Twin Lakes (TL), with similar zoning to the north, east, and west. Section 22-197 of the Unified Development Code states that a swimming pool is only allowed in the TL zoning district with a CUP.

The current zoning of the land is **Twin Lakes (TL)**.

- Adjacent Land Uses

North	South	East	West
Twin Lakes (TL)	Outside City Limits	Twin Lakes (TL)	Twin Lakes (TL)

- UDC Sec. 22-191 “Purpose. The purposes of the Twin Lakes District are to:

1. Limit commercial development so as to not disrupt wildlife and the character of Shawnee

Twin Lakes;

2. Enhance the significance of Shawnee Twin Lakes to residents, tourists and visitors serving as a catalyst for recreational activities; and
 3. Divide the Twin Lakes District into two subdistricts—Residential (R) and Commercial (C) to effectively regulate Shawnee Twin Lakes and its surrounding areas to create attractive and functional development outcomes as envisioned in the comprehensive plan and Twin Lakes Master Plan.”
- UDC Sec. 22-227 defines a Conditional Use Permit as “a permit granted on a discretionary and conditional basis by the city commission, which authorizes a land use in a zoning district in which that use is not normally permitted. All requirements of a conditional use permit are in addition to and supplement UDC requirements.”
 - Public Comments: Staff has received no written objections to this request for a CUP.

Planning Commission recommended approval with a vote of 7-0.

Financial Impact: None

Attachments: CUP02-26 - CC Record of Action, pca, SP-Vesting Deed_201400017004

Staff Recommendation: Staff recommends approval of the request.

RECORD OF ACTION

DATE: July 7, 2026

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: CUP02-26

REQUEST: Public Hearing and Consideration of a request for a Conditional Use Permit to allow a personal swimming pool at the property addressed as 34102 Lake Road.

Applicant: Jeremiah Johnson

Subject Property Address: 34102 Lake Road

Legal Description: Beginning at a point 963 feet East of the Southwest corner of the Southwest Quarter of the Southwest Quarter (SW/c SW/4 SW/4) of Section Thirteen (13), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence North 1035 feet; thence West 272.5 feet; thence South 1035 feet to a point on the South line of said SW/4 SW/4; thence East along said South line a distance of 272.5 feet to the point of beginning.

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

Staff Recommendation: Approval as presented.

=====

Planning Commission Meeting Date: July 1, 2026

PC Recommendation: Approval.

Conditions: None

Vote: 7 -- 0 -- 0

Members Present: 0

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

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
COSPlanning@shawneeok.org
Fax (405) 878-1587 www.ShawneeOK.org

For Office Use Only

Case Number: _____

Project Number: _____

Date Filed: _____

Planning Commission Secretary

REQUEST:

☐ Rezoning
☒ Conditional Use Permit

☐ Rezoning w/Conditional Use Permit
☐ Planned Unit Development

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

PROPERTY LOCATION (STREET ADDRESS): 34102 Lake Rd.

LEGAL DESCRIPTION:

PROPERTY OWNER (S): Jeremiah & Brienne Johnson

PROPERTY AGENT (APPLICANT): Jeremiah Johnson

APPLICANT'S ADDRESS: 34102 Lake Rd

CITY: Shawnee STATE: OK ZIP: 74804

EMAIL ADDRESS: jeremiah.johnson@kratosdefense.com

TELEPHONE NUMBER: (858) 275-3245 CONTACT NUMBER: (____)

DIMENSIONS OF PROPERTY:

AREA: _____ WIDTH: _____

LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ CURRENT USE: _____

PROPOSED ZONING: _____ PROPOSED USE: _____

~~With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.~~

~~COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST~~

~~BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.~~

~~_____
SIGNATURE 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.: _____

①

Return To:
Jeremiah Johnson and Brianne Johnson
P.O. Box 327
Tecumseh, OK 74873

201400017004
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
11-25-2014 At 03:17 pm.
JTW 73.50

Instrument PG 1 OF 2
201400017004

**WARRANTY DEED
JOINT TENANCY**

File No.: **1976184-SH01 (DEB)**
Doc Stamps: **\$58.50**

Tax ID#: **0000-13-010-002-0-036-00**

That **John P. Harris and Elizabeth A. Harris, husband and wife**, (the "Grantor"), in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Jeremiah Johnson and Brianne Johnson**, as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor, (the "Grantee"), the following described real property and premises situated in **Pottawatomie County, State of Oklahoma**, to wit:

Beginning at a point 963 feet East of the Southwest corner of the Southwest Quarter of the Southwest Quarter (SW/c SW/4 SW/4) of Section Thirteen (13), Township Ten (10) North, Range Two (2) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence North 1035 feet; thence West 272.5 feet; thence South 1035 feet to a point on the South line of said SW/4 SW/4; thence East along said South line a distance of 272.5 feet to the point of beginning.

Property Address: **34102 Lake Road, Shawnee, OK 74801**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this **November 21, 2014**.



STATE OF OKLAHOMA
Pottawatomie County
Documentary Stamps: \$ 58.50

John P. Harris
John P. Harris

Elizabeth A. Harris
Elizabeth A. Harris

First American Title

SH1976184/Johnson

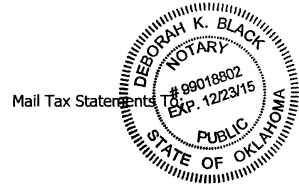
ACKNOWLEDGMENT - OKLAHOMA FORM

STATE OF **OKLAHOMA** }
COUNTY OF **Pottawatomie** } **ss.**

This instrument was acknowledged before me on **November 21, 2014**, by **John P. Harris and Elizabeth A. Harris, husband and wife.**


NOTARY PUBLIC **Deborah K. Black**

My Commission Expires: **12/23/2015**





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

Date: July 20, 2026
To: Board of City Commissioners
From: Petya Stefanoff, Community Development Director
Sponsor: Petya Stefanoff, Community Development Director
Subject: Consideration of a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road.
Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson

Background: The request is for a Conditional Use Permit (CUP) to install a personal swimming pool at the property addressed as 34102 Lake Road, which is located in the Twin Lakes (TL) zoning district. Section 22-197 of the Unified Development Code states that a swimming pool in the TL zoning district must first have a CUP approved by the City Commission.

Financial Impact: None.

Attachments: CUP02-26 Approval Form

Staff Recommendation: Approval of item.



**Conditional Use
Permit (CUP)**

ADDRESS: 34102 Lake Road

CASE NUMBER: CUP02-26

USE APPROVED: Personal Swimming Pool

CONDITIONS OF APPROVAL: N / A

UPON DUE NOTICE OF THIS PUBLIC HEARING AND CONSIDERATION OF COMMENTS AND RECOMMENDATIONS OF ALL INTERESTED PARTIES, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA, DOES HEREBY AUTHORIZE THE CONDITIONAL USE OF THE LAND OR BUILDINGS TO OCCUR ON THE SUBJECT PROPERTY ACCORDING TO THE INFORMATION CONTAINED IN THE APPLICATION AND ILLUSTRATED ON THE SITE PLAN. THE USE PERMIT IS GRANTED WITH THE ABOVE-STATED CONDITIONS ON THIS 20th DAY OF July, 2026.

ERIC STEPHENS, MAYOR
SHAWNEE CITY COMMISSION

(SEAL)

ATTEST:

LISA LASYONE, CITY CLERK



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

Date: July 20, 2026
To: Board of City Commissioners
From: Petya Stefanoff, Community Development Director
Sponsor: Petya Stefanoff, Community Development Director
Subject: Consideration of a Revised Final Plat for Adcock Addition, Phase 1.
Case No.: FPL01-26 | Applicant: TJT Holding, LLC c/o Landes Engineering

Background:

The applicant has submitted a revision of the Final Plat for the Adcock Addition, Phase 1, located along North Harrison Street between East 45th Street and the I-40 freeway, more particularly described as:

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. with o basis of bearing of S89°30'49"W along the South line of said SE/4 based on the recorded plat of Shawnee Transfer Station to the City of Shawnee, Pottawatomie County, Oklahoma, and more particularly described as: COMMENCING at a Mag Nail with a Washer Stamped "CA 2260" located at the Southeast Corner (SE/c) of said SE/4; Thence N00°03'33"E along the East line of said SE/4 a distance of 579.00 feet to the POINT OF BEGINNING:

Thence N89°56'27"W a distance of 33.00 feet to a point on the Statutory Right-of-way line of said SE/ 4;

Thence S74°24'34"W a distance of 233.66 feet;

Thence N00°03'33"E a distance of 193.03 feet;

Thence N89°56' 27"W a distance of 220.00 feet;

Thence N00°03'33"E o distance of 2.45 feet;

THENCE on a curve to the right having a radius of 170.00 feet for on arc distance of 54.18 feet, and having a chord bearing of N09°11 '25"E for a chord distance of 53.96 feet;

Thence N18°19'17"E a distance of 34.65 feet; Thence N71°40'43"W a distance of 60.00 feet; Thence N18°19'17"E a distance of 126.49 feet; Thence S71°40'43"E a distance of 60.00 feet; Thence N18°19'17"E a distance of 226.39 feet; Thence S00°03'33"W a distance of 113.73 feet to a 1/2" Iron Pin with a Cap marked "CA 2054", said point being Northwest Carner (NW/c) of

BODARD ADDITION, to the City of Shawnee; Thence S89°56'27"E, along the North line of BODARD ADDITION, a distance of 348.00 feet to a 1 /2" Iron Pin with a Cap marked "CA 2054", said point being Northeast Corner

(NE/c} of BODARD ADDITION

Thence SOO°03'33"W, along the East line of said SE/4, a distance of 440.00 feet to the POINT OF BEGINNING.

Said parcels containing a total of 4.26 acres, more or less.

The property is mostly zoned Regional Commercial (C-2), with a small overlap of Transitional Agriculture (TA). C-2 zoning is located to the north, south, and east, with Transitional Agriculture (TA) to the west. The subject property lies along North Harrison Street, just north of East 45th Street on the west side.

The current zoning of the land is **Regional Commercial (C-2) with a small overlap of Transitional Agriculture (TA).**

- Adjacent Land Uses

North	South	East	West
Regional Commercial (C-2)	Regional Commercial (C-2)	Regional Commercial (C-2)	Transitional Agriculture (TA)

History: On June 17, 2024, this plat was approved by the City Commission. The developer postponed filing the plat with the County Clerk's office with the intent to finish the public improvements before recording the plat.

The driveway off of Harrison Street was not paved according to City Standards, meaning the City could not accept responsibility for it as a public road. The applicant and engineer have decided to change the designation of this street from Public to Private, which allows them to keep the work they have already done. The applicant is entirely responsible for this Private road, including maintenance and upkeep. No other changes have been made to this plat. The plat has been submitted for re-approval because it is changing who will be legally and financially responsible for this road.

Planning Commission recommended approval with a vote of 7-0.

Financial Impact: None

Attachments: FPL01-26 - CC Record of Action, Adcock Phase 1 Revision, Zoning Map, Vicinity Map

Staff Recommendation: Staff recommends approval of this request.

RECORD OF ACTION

DATE: July 7, 2026

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: FPL01-26

REQUEST: Consideration of a Revised Final Plat for Adcock Addition, Phase 1.

Applicant: TJT Holding, LLC c/o Landes Engineering

Subject Property Address: 0 N Harrison St

Legal Description: A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma. with o basis of bearing of S89° 30'49"W along the South line of said SE/4 based on the recorded plat of Shawnee Transfer Station to the City of Shawnee, Pottawatomie County, Oklahoma, and more particularly described as: COMMENCING at a Mag Nail with a Washer Stamped "CA 2260" located at the Southeast Corner (SE/c) of said SE/4; Thence N00°03'33"E along the East line of said SE/4 a distance of 579.00 feet to the POINT OF BEGINNING:

Thence N89°56'27"W a distance of 33.00 feet to a point on the Statutory Right-of-way line of said SE/ 4;

Thence S74°24'34"W a distance of 233.66 feet;

Thence N00°03'33"E a distance of 193.03 feet;

Thence N89°56' 27"W a distance of 220.00 feet;

Thence N00°03'33"E o distance of 2.45 feet;

THENCE on a curve to the right having a radius of 170.00 feet for on arc distance of 54.18 feet, and having a chord bearing of N09°11 '25"E for a chord distance of 53.96 feet;

Thence N18°19'17"E a distance of 34.65 feet; Thence N71°40'43"W a distance of 60.00 feet; Thence

N18°19'17"E a distance of 126.49 feet; Thence S71°40'43"E a distance of 60.00 feet; Thence N18°19'17"E a

distance of 226.39 feet; Thence S00°03'33"W a distance of 113.73 feet to a 1/2" Iron Pin with a Cap marked

"CA 2054", said point being Northwest Carner (NW/c) of BODARD ADDITION, to the City of

Shawnee; Thence S89°56'27"E, along the North line of BODARD ADDITION, a distance of 348.00 feet to

a 1 /2" Iron Pin with a Cap marked "CA 2054", said point being Northeast Corner

(NE/c} of BODARD ADDITION

Thence SOO°03'33"W, along the East line of said SE/4, a distance of 440.00 feet to the POINT OF BEGINNING.

Said parcels containing a total of 4.26 acres, more or less.

Current Zoning: C-2 (Regional Commercial) & some TA (Transitional Agriculture) **Requested Zoning:** N/A

Staff Recommendation: Approval as presented.

=====

Planning Commission Meeting Date: July 1, 2026

PC Recommendation: Approval.

Conditions: None

Vote: 7 -- 0 -- 0

Members Present: 0

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

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That *TUT Holdings, L.C.*, do hereby certify that they are the owners of and the only persons, firms, or corporation having any right, title or interest in and to the land shown on the annexed plat, and that they have caused the same to be surveyed and plotted, and that they hereby dedicate all the easements shown hereon to the public, for the purposes of utilities and drainage, for their heirs, executors, administrators, successors and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate. In Witness Whereof, the undersigned have caused this instrument to be executed this _____ day of _____, 2025. Covenants, reservations and restrictions for this addition are contained in a separate instrument.

State of Oklahoma)
County of _____)SS:
The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
My Commission Expires: _____
Notary Public

LAND SURVEYOR'S CERTIFICATE

I, Stan Drannon, Professional Land Surveyor, do hereby certify that the annexed plat of ADCOCK ADDITION, SECTION 1, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, 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. I further certify that this Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

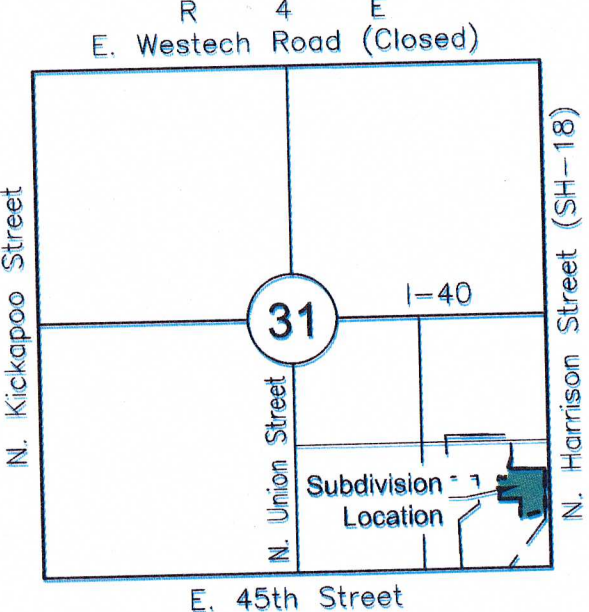
Stan Drannon, P.L.S. 1672

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE)
The foregoing instrument was acknowledged before me this _____ day of _____, 20____.
My Commission Expires: _____
Notary Public

LEGAL DESCRIPTION

A tract of land located in the Southeast Quarter (SE/4) of Section Thirty-one (31), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, with a basis of bearing of S89°30'49"W along the South line of said SE/4 based on the recorded plat of Shawnee Transfer Station to the City of Shawnee, Pottawatomie County, Oklahoma, and more particularly described as:
COMMENCING at a Mag Nail with a Washer stamped "CA 2260" located at the Southeast Corner (SE/c) of said SE/4; Thence N00°03'33"E along the East line of said SE/4 a distance of 579.00 feet to the POINT OF BEGINNING;
Thence N89°56'27"W a distance of 33.00 feet to a point on the Statutory Right-of-way line of said SE/4;
Thence S74°24'34"W a distance of 233.66 feet;
Thence N00°03'33"E a distance of 193.03 feet;
Thence N89°56'27"W a distance of 220.00 feet;
Thence N00°03'33"E a distance of 2.45 feet;
THENCE on a curve to the right having a radius of 170.00 feet for an arc distance of 54.18 feet, and having a chord bearing of N09°11'25"E for a chord distance of 53.96 feet;
Thence N18°19'17"E a distance of 34.65 feet;
Thence N71°40'43"W a distance of 60.00 feet;
Thence N18°19'17"E a distance of 126.49 feet;
Thence S71°40'43"E a distance of 60.00 feet;
Thence N18°19'17"E a distance of 226.39 feet;
Thence S00°03'33"W a distance of 113.73 feet to a 1/2" Iron Pin with a Cap marked "CA 2054", said point being Northwest Corner (NW/c) of BODARD ADDITION, to the City of Shawnee;
Thence S89°56'27"E, along the North line of BODARD ADDITION, a distance of 348.00 feet to a 1/2" Iron Pin with a Cap marked "CA 2054", said point being Northeast Corner (NE/c) of BODARD ADDITION;
Thence S00°03'33"W, along the East line of said SE/4, a distance of 440.00 feet to the POINT OF BEGINNING.

Said parcels containing a total of 4.26 acres, more or less.

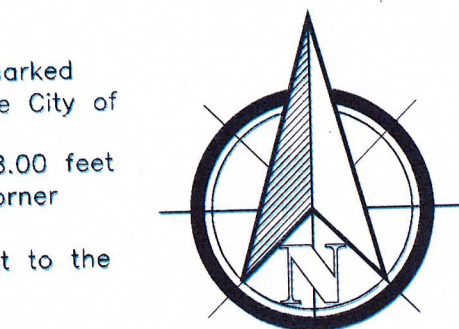


LOCATION MAP

Scale: 1" = 2000'

ROAD NOTE:

ALL ROADS HEREON (ADCOCK STREET) ARE AND WILL REMAIN PRIVATE ROADS. ALL STREETS WITHIN THIS ADDITION ARE PRIVATE STREETS AND SHALL REMAIN THAT WAY UNTIL ACCEPTANCE, IF ANY, BY THE CITY OF SHAWNEE.



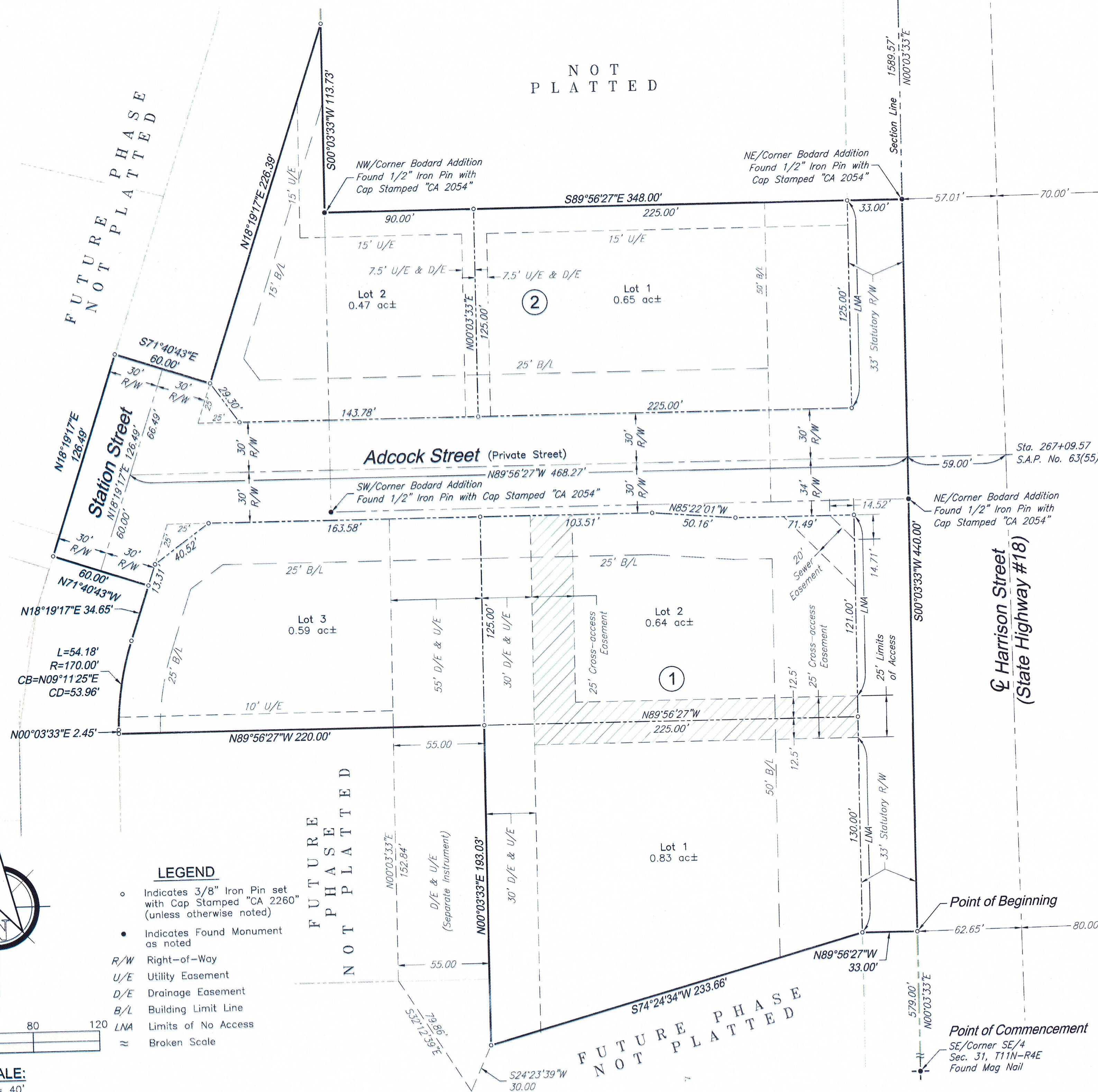
SCALE:
1" = 40'

LEGEND

- Indicates 3/8" Iron Pin set with Cap Stamped "CA 2260" (unless otherwise noted)
- Indicates Found Monument as noted
- R/W Right-of-Way
- U/E Utility Easement
- D/E Drainage Easement
- B/L Building Limit Line
- LNA Limits of No Access
- Broken Scale

FINAL PLAT ADCOCK ADDITION SECTION 1

A Replat of Bodard Addition to the City of Shawnee, Pottawatomie County, Oklahoma
and a part of the East Half of the Southeast Quarter of Section 31, T11N-R4E



BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Pottawatomie County, State of Oklahoma, hereby certifies that according to the records of said County, title to the land included in the annexed plat of ADCOCK ADDITION, SECTION 1, an Addition to the City of Shawnee, Pottawatomie County, Oklahoma, appears to be vested in _____. All lands described and referred to are unencumbered by pending actions, judgments, liens, mortgages, taxes and other encumbrances, EXCEPT oil, gas and other mineral leases and interests which have been previously conveyed and easements and general mortgages of record.

Executed at the City of Shawnee, Pottawatomie County, State of Oklahoma, on this _____ day of _____, 20____.

ATTEST: First American Title Insurance Co.

By: _____
Authorized Officer

State of Oklahoma)
County of _____)SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

My Commission Expires: _____
Notary Public

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Pottawatomie County, State of Oklahoma, that the tax records of said County show all taxes are paid for the year 20____, and prior years on the land shown on the annexed plat of ADCOCK ADDITION, SECTION 1, an addition to the City of Shawnee, Pottawatomie County, Oklahoma, that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the City of Shawnee, Oklahoma, this _____ day of _____, 20____.

County Treasurer

CITY PLANNING COMMISSION APPROVAL

I, _____, Chairman of the City Planning Commission for the City of Shawnee, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat on the _____ day of _____, 20____.

Chairman

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

BE IT RESOLVED by the Council of the City of Shawnee, Oklahoma, that the dedications shown on the annexed plat of ADCOCK ADDITION, SECTION 1, to Shawnee, Pottawatomie County, Oklahoma, are hereby accepted.

Adopted by the Council of the City of Shawnee, Oklahoma, this _____ day of _____, 20____.

ATTEST: City of Shawnee, Oklahoma

City Clerk

Mayor

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Shawnee, State of Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, 20____.

City Clerk

LANDES ENGINEERING L.L.C. & ASSOCIATES
www.landesengineering.net
903 East 35th Street Shawnee, Oklahoma 74804
(405) 275-5388 C.A. #2260 Exp. 06/30/2027

DATE: 04/09/2025

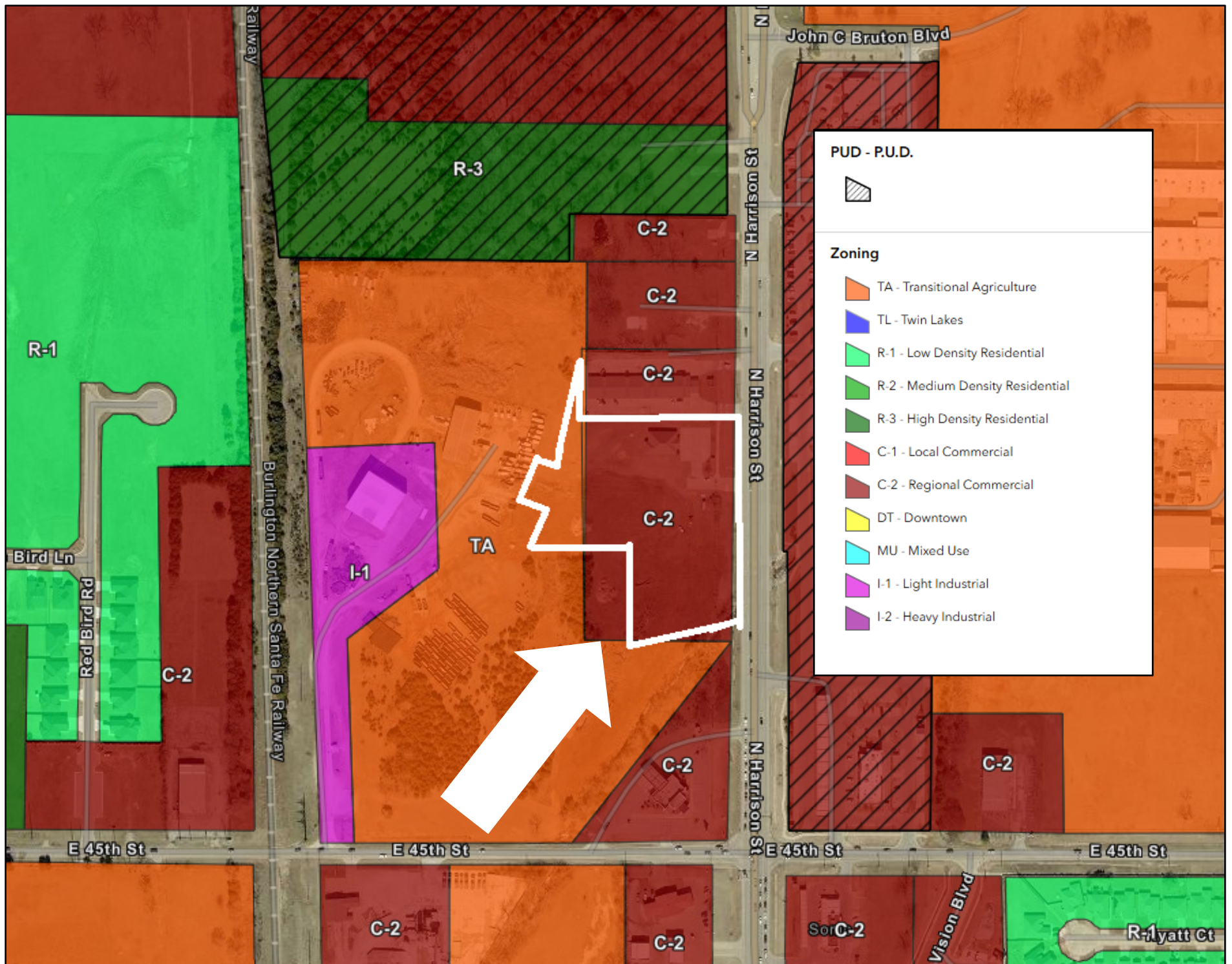
REV. 06/01/2026

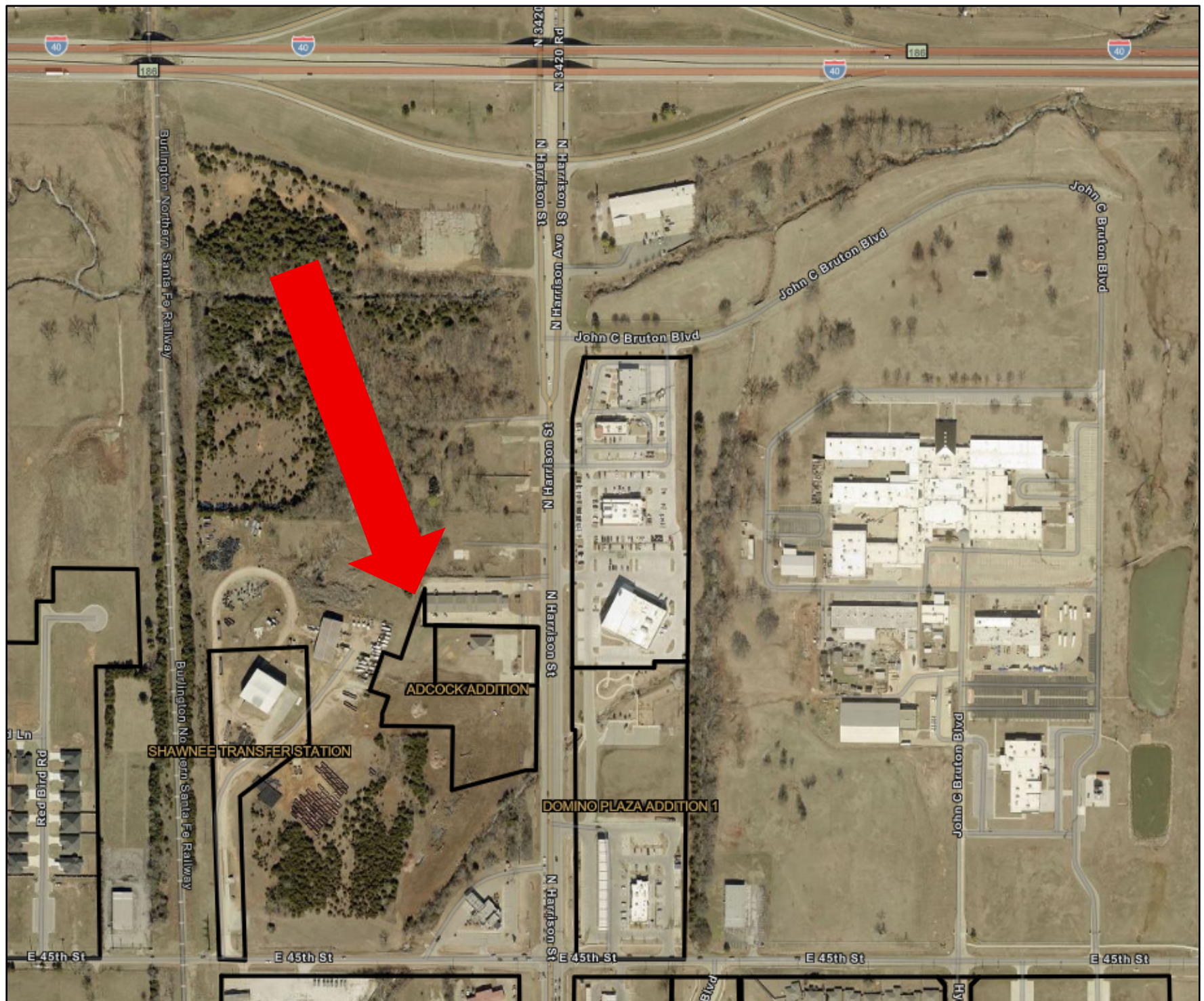
CHECKED: SD

ADCOCK ADDITION - SECTION 1
City of Shawnee, Pottawatomie County, Oklahoma

DRAWN BY: mtl

SHEET NUMBER: C-2







City Clerk Office
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Joe Vorndran, City Attorney
Subject: Reconsideration of consideration of renewal of a Contract for Economic Development Services between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. pursuant to Shawnee City Code, Article II, Division 1, Section 2-30. *(Deferred from the June 15, 2026, City Commission meeting.)*

Background: This item was deferred from the June 15, 2026, City Commission meeting.

Financial Impact:

Attachments:

Staff Recommendation:



City Manager Office
130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Joe Vorndran, City Attorney
Subject: Consideration of renewal of a Contract for Economic Development Services Between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. *(Only considered if Agenda Item No. 14 is approved.) (Deferred from the June 15, 2026, City Commission meeting.)*

Background: The proposed Agreement was a three-party agreement. Pottawatomie County did not approve the Agreement. Therefore, Staff recommends that no action be taken on this item.

Financial Impact:

Attachments: Shawnee Forward Draft Contract - FY2026-27_PROPOSED_v1 (COS execution)

Staff Recommendation: No action.

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

This Contract made and entered into this 1st day of July, 2026, is between the City of Shawnee, Oklahoma, a Municipal Corporation (hereinafter “City”), Pottawatomie County, a Political Subdivision of the State of Oklahoma (hereafter “County”), and Shawnee Forward, Inc., an Oklahoma Not For Profit Corporation and 501(c)(6) business organization (hereinafter, “Shawnee Forward”)(together, “Parties”).

WITNESSETH:

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

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

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

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

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

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

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

talent, and entrepreneurship.

- b. Shawnee Forward will market and promote City and County assets, properties, and businesses through various marketing channels, including www.shawneeforward.com
- c. Shawnee Forward will endeavor to stimulate, encourage, and promote opportunities for collaboration and partnerships between the City, the County, and private sector.
- d. Shawnee Forward shall present the City's and County's appointed Board members with an annual budget and plan of economic development by which it intends to promote the maintenance and expansion of the economic base of Pottawatomie County and all its cities.
- e. Shawnee Forward shall regularly present the City's and the County's appointed Board member with the status of its business plan by providing a quarterly summary of its activities and its financial status, by reporting on revenue and expense categories compared to budget, balance sheets covering the period and year-to-date, and audits when completed. To ensure Shawnee Forward maintains its private status, no hard copies or electronic versions of these documents will be provided.
- f. Shawnee Forward shall make such recommendations to the City and County as it may deem necessary to further the objectives of Shawnee Forward and/or the City/County.
- g. Shawnee Forward shall utilize its time and resources to educate and promote the public on key economic initiatives that it believes will advance the region and the mission of Shawnee Forward.
- h. Shawnee Forward shall make best efforts to obtain a lease or leases over as much of the Commission of Land Office property located along the I-40 corridor as commercially reasonable for the organization. Shawnee Forward shall work with the City and County to ensure the orderly and efficient development of this area.

3. Governance and Board Representation.

Shawnee Forward shall remain a private, independent, non-profit organization governed by its Board of Directors.

Notwithstanding the foregoing, the City of Shawnee and Pottawatomie County shall each be entitled to one (1) designated representative serving as a voting member of the Shawnee Forward Board of Directors for the duration of this Agreement.

The City of Shawnee's representative shall be the Mayor.

Pottawatomie County's representative shall be the Chair of the Board of County Commissioners.

These representatives shall have the same rights, responsibilities, and voting authority as other members of the Board, subject to Shawnee Forward's bylaws and applicable law.

The board representation provided for herein is expressly contingent upon the continuation of this Agreement. In the event this Agreement is terminated, expires, or is not renewed, the City of Shawnee and Pottawatomie County's rights to appoint voting representatives to the Shawnee Forward Board of Directors shall automatically cease, subject to the organization's bylaws and any applicable transition provisions.

4. **Effective Date.** This Contract shall take effect on July 1, 2026, and shall remain in effect until June 30, 2027.
5. **Compensation.** The City will pay Shawnee Forward the annual sum of Three Hundred Thousand Dollars (\$300,000.00) payable quarterly in Seventy-Five Thousand Dollar (\$75,000.00) installments due by the 5th day of the beginning of each quarter. The County will pay Shawnee Forward the annual sum of Three Hundred Thousand Dollars (\$300,000.00) payable quarterly in Seventy-Five Thousand Dollar (\$75,000.00) installments by the 5th day of the beginning of each quarter.
6. **Records and Reporting.** Shawnee Forward shall provide written reports describing economic development activities as well as any other information reasonably requested by the City and/or County including but not limited to annual audits of Shawnee Forward and other financial records relating to the Compensation outlined herein:
 - a. **Inspection and Audit.** Shawnee Forward shall keep financial records pertaining to its economic development activities available during regular business hours for inspection by the City and County or any designee, or persons designated by the City or County to perform audits. Copies of the financial records shall be furnished to the City and County, their staff, auditors, and elected officials at no additional charge. Shawnee Forward acknowledges that all financial records related to this Contract are considered public documents under the Oklahoma Open Records Act, 51 Okla. Stat. §24A, et seq., and shall comply in a timely manner with any lawful request for disclosure of documents proffered under said Act.
7. **Employees.** Shawnee Forward agrees to provide qualified and competent personnel to carry out the work program set forth herein.
8. **Independent Contractor Status.** Shawnee Forward is a separate, legal entity subject to direction and control by its Board of Directors. All employees carrying out tasks pursuant to this Contract are employees of Shawnee Forward and shall not be considered employees of the City or County under any circumstances. Any volunteers utilized by Shawnee Forward shall

likewise be considered under the exclusive direction of Shawnee Forward and not employees or agents of the City or County under any circumstances. In this connection, should any liability arise under the Worker's Compensation Act of the State of Oklahoma due to injury of any employee of Shawnee Forward, the same shall be considered the sole and exclusive liability of Shawnee Forward.

9. **Termination.** At any point, with or without cause, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party. In the event of termination, all rights and privileges provided for herein shall cease upon the expiration of the thirty (30) day timeframe provided for within the written termination notice.
10. **Non-Discrimination.** Shawnee Forward shall manage its operations in accordance with federal and state anti-discrimination laws and shall not discriminate against any employee, applicant for employment, or party seeking the services of Shawnee Forward because of race, creed, color, national origin, gender, ancestry, disability, or Shawnee Forward membership.
11. **Compliance with Laws.** Shawnee Forward shall conduct its business under the terms of this Contract in such a manner that it does not violate federal, state, or local laws or regulations applicable to the conduct of economic development organizations.
12. **Assignment.** Neither party shall assign this Contract or any rights, responsibilities, or interests without the prior written approval of the other party.
13. **Indemnification and Hold Harmless.** Shawnee Forward shall defend and hold harmless the City and County and any and all officers, agents, and employees of the City and County, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Shawnee Forward, its employees, and agents under or in connection with this Contract.
14. **Change in Status.** Shawnee Forward shall immediately report to the City and County any change in its legal or corporate status.
15. **Waiver.** The waiver by any part of any breach of any term, condition, or covenant herein contained shall not be deemed a waiver of any subsequent breach of the same, or any other term, condition, or covenant.
16. **Breach or Default.** If either Party to this Contract fails, refuses, or neglects to abide by its duties and responsibilities hereunder, the other Party may give notice of such breach. The breaching Party shall be notified, in writing, of its alleged breach and shall be given thirty (30) days (unless such time is extended by the non-breaching party) to cure the breach. If the breach is due to violation of law or mismanagement or embezzlement of funds by Shawnee Forward, the Contract shall terminate immediately. If the breach is not remedied, the other party may terminate the Contract.
17. **Notices.** Any notice required or permitted under this Contract shall be deemed sufficiently

given or served if hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties as follows:

City of Shawnee:

Attn: City Manager
16 W 9th Street
Shawnee, Oklahoma 74801

Pottawatomie County:

Attn: County Commission Chair
309 N Broadway Avenue
Shawnee, Oklahoma 74801

Shawnee Forward, Inc.:

Attn: CEO
130 N. Louisa
Shawnee, Oklahoma 74801

18. **Governing Law; Submission to Jurisdiction.** Notwithstanding any provision to the contrary, the law of the State of Oklahoma shall govern the construction and enforcement of this Contract. The parties do hereby submit to the personal jurisdiction of, and waive any objection to venue in, Pottawatomie County, Oklahoma State District Court for the resolution of any dispute arising out of this Contract. Prior to the initiation of a district court action, the Parties agree to participate in good faith mediation to attempt to settle any disputes that may arise.
19. **Full and Complete Agreement.** This Contract shall constitute a full and complete understanding between the parties with respect to the subject matter set forth herein. No prior or future representation, inducement, agreement, promise, or undertaking, alteration, amendment, deletion, or other such revision of or to this Contract shall have any force or effect unless the same is in writing and validly executed by both parties hereto.
20. **Severability.** Should any provision herein be determined to be illegal, invalid, void, or unenforceable by a court of competent jurisdiction, the balance of the Contract shall be deemed operative, to the extent possible.
21. **Construction.** Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
22. **Identity Theft Prevention.** Shawnee Forward agrees to familiarize itself with 16 CFR §681, Identity Theft Rules and 24 Okla. Stat. §161 et seq., the Security Breach Notification Act. Shawnee Forward agrees to meet or exceed the guidelines set out in those laws, including, but not limited to, its policies and procedures regarding training of personnel, use of any personal information obtained, and reporting of “Red Flag” events.

23. **Governmental Tort Claims Act.** By entering into this Contract, the City of Shawnee and its employees, as defined by the Governmental Tort Claims Act, 51 Okla. Stat. §151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Contract modifies and/or waives any provision of the Oklahoma Government Tort Claims Act.

WITNESS our hands on _____.

SHAWNEE FORWARD

CHAIRMAN OF THE BOARD

ATTEST:

SECRETARY/NOTARY

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

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Mark Simpson,
CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

JOE VORNDRAN, CITY ATTORNEY

APPROVED by the County Commissioners of Pottawatomie County on _____.

POTTAWATOMIE COUNTY, OKLAHOMA
A Municipal Corporation

ATTEST:

APPROVED as to form and legality on _____.



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

Date: July 20, 2026
To: Board of City Commissioners
From: Joe Vorndran, City Attorney
Sponsor: Mayor Eric Stephens
Subject: Consideration of a resolution of the City of Shawnee acknowledging a whistleblower complaint alleging financial misconduct within the Shawnee Hospital Authority; supporting its investigation; expressing support for the District Attorney of the 23rd Judicial District; and requesting a forensic audit relating to the allegations.

Background: The City received a whistleblower complaint on October 5, 2025, which was then referred to the District Attorney of the 23rd Judicial District for further investigation. The proposed resolution acknowledges the whistleblower complaint, supports its investigation, expresses support for the District Attorney of the 23rd Judicial District, and requests a forensic audit relating to the allegations.

Financial Impact: None

Attachments: Resolution

Staff Recommendation: None

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE ACKNOWLEDGING A WHISTLEBLOWER COMPLAINT ALLEGING FINANCIAL MISCONDUCT WITHIN THE SHAWNEE HOSPITAL AUTHORITY; SUPPORTING ITS INVESTIGATION; EXPRESSING SUPPORT FOR THE DISTRICT ATTORNEY OF THE 23RD JUDICIAL DISTRICT; AND REQUESTING A FORENSIC AUDIT RELATING TO THE ALLEGATIONS.

WHEREAS, the City of Shawnee received a whistleblower complaint on October 5, 2025, alleging historical financial misconduct within the Shawnee Hospital Authority (“SHA”); and

WHEREAS, immediately upon receipt, the City referred the complaint to the District Attorney of the 23rd Judicial District for further investigation; and

WHEREAS, the City understands and believes that the investigation by the District Attorney’s Office is ongoing; and

WHEREAS, the City of Shawnee desires to convey its full support to the District Attorney’s Office in bringing the matter to a timely and appropriate conclusion, while maintaining neutrality as to the substance of the allegations; and

WHEREAS, the City recognizes that the District Attorney’s Office possesses authority under applicable statute and other applicable law to determine the nature and scope of investigative measures, including whether a forensic audit is warranted to address the allegations;

THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA:

The City of Shawnee formally acknowledges the ongoing investigation by the District Attorney of the 23rd Judicial District regarding the whistleblower allegations related to SHA. It expresses the City’s full support for the District Attorney’s Office in conducting such an investigation in accordance with 19 O.S. § 215.4.

The City of Shawnee respectfully requests that the District Attorney’s Office exercise its authority under applicable statute and other applicable law to request the State Auditor and Investigator’s Office to conduct a forensic audit related to the allegations described in the whistleblower complaint received on October 5, 2025.

Nothing in this Resolution shall be construed as a determination by the City regarding the merits of the allegations. The City expressly recognizes that the allegations remain allegations unless and until substantiated through appropriate investigative and legal processes.

The City of Shawnee adopted the above Resolution on the ____ day of July, 2026.

City of Shawnee:

Eric Stephens, Mayor

ATTEST:

Lisa Lasyone, MMC, City Clerk

(Seal)

DRAFT



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

Date: July 20, 2026
To: Mayor and City Commission
From: Kimberly Hoover, Finance Director
Sponsor: Kimberly Hoover, Finance Director
Subject: July Sales and Use Tax Deposit

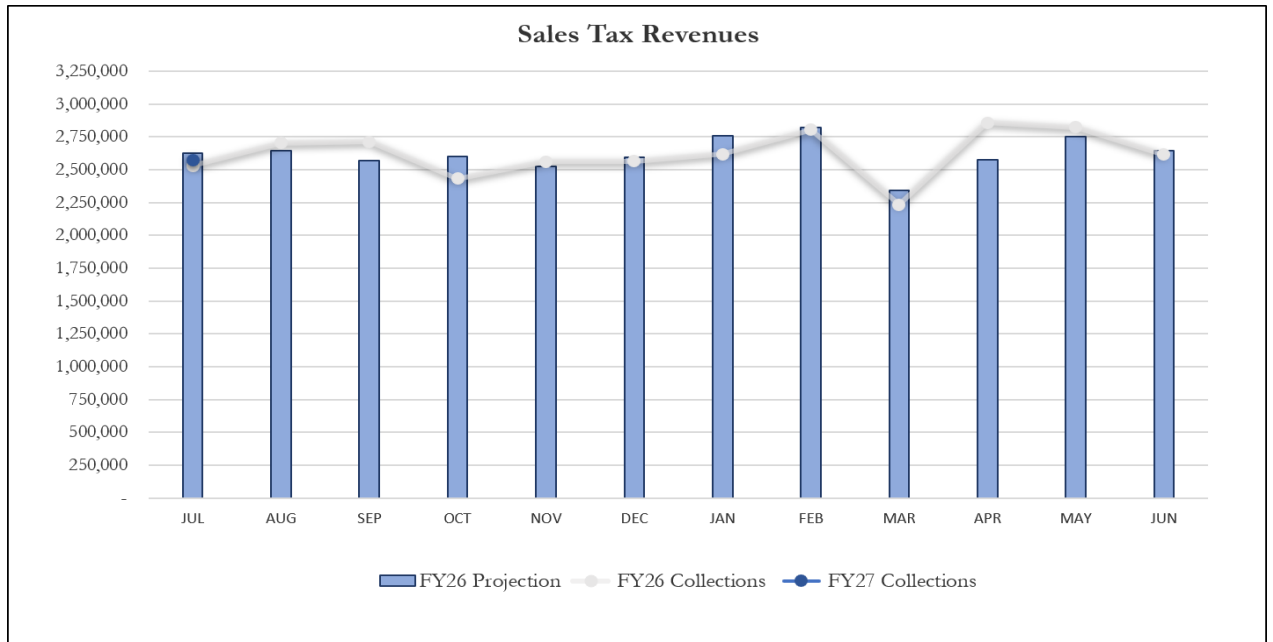
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 July consist of June estimates and May 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 July tax deposit was \$2,572,115.37 including interest of \$3,429.58, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,286,057.69
2018 Capital Improvements Fund	321,514.42
Capital Improvements Fund	249,173.68
Street Improvements Fund	281,325.12
Economic Development Fund	32,151.44
Police Sales Tax Fund	40,189.30
Fire Sales Tax Fund	40,189.30
2023 Capital Improvements Fund	321,514.42
Total Sales Taxes Collected	<u><u>\$ 2,572,115.37</u></u>

- Finance Department Report - Sales and use tax collections totaled \$3,006,204.760 for July 2026. 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 down \$55,479 or 2.11%, below the projected budget year-to-date, across 8 funds. Use tax collections are up \$67,132 or 18.29% above the projected budget year-to-date.

○ Fiscal Year 2027 Sales Tax Collections and Performance:

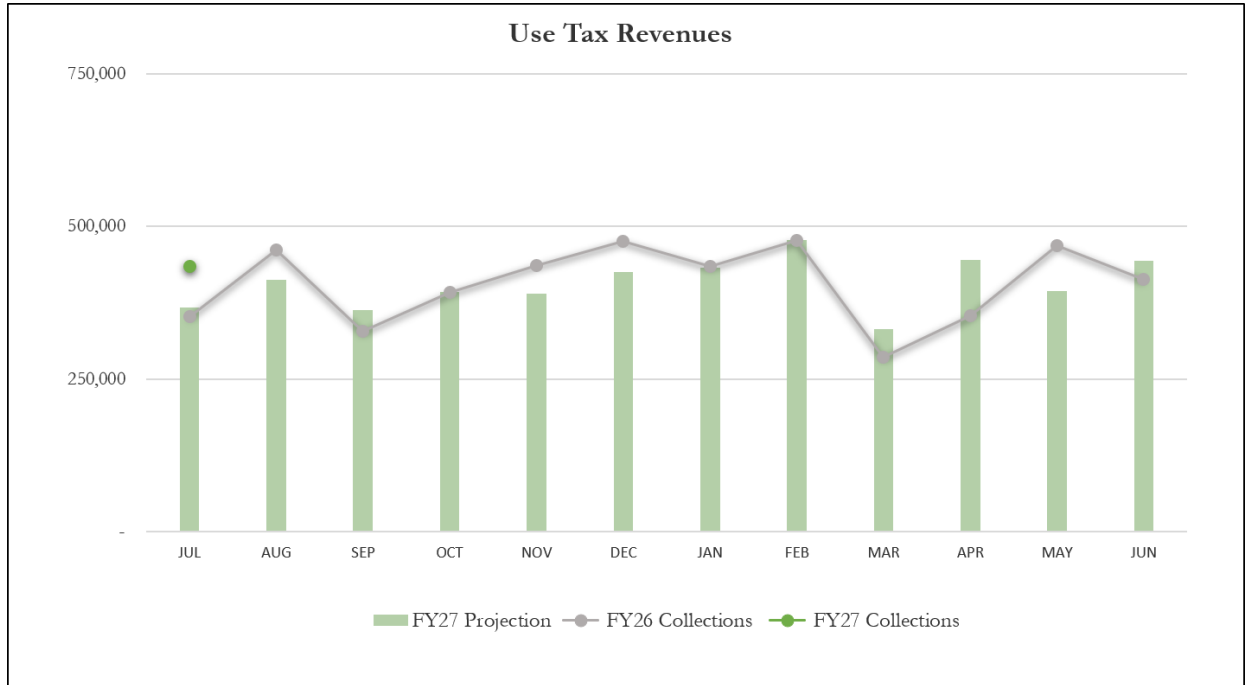


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - July 2026	\$ 2,627,594	\$ 2,572,115	\$ (55,479)	-2.11%
Sales Tax Receipts (year-to-date):	\$ 2,627,594	\$ 2,572,115	\$ (55,479)	-2.11%

	July 2025	July 2026	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,529,128	\$ 2,613,467	\$ 84,339	3.33%

	Year To Date FY 2025	Year To Date FY 2026	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,529,128	\$ 2,572,115	\$ 42,988	1.70%

○ Fiscal Year 2027 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts - July 2026	\$ 366,957	\$ 434,089	\$ 67,132	18.29%
Uses Tax Receipts (year-to-date):	\$ 366,957	\$ 434,089	\$ 67,132	18.29%

	July 2025	July 2026	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 322,098	\$ 468,207	\$ 146,109	45.36%

	Year To Date FY 2026	Year To Date FY 2027	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 351,792	\$ 434,089	\$ 82,297	23.39%

- Fiscal Year 2027 – General Fund Sales & Use Tax – Above Projections:

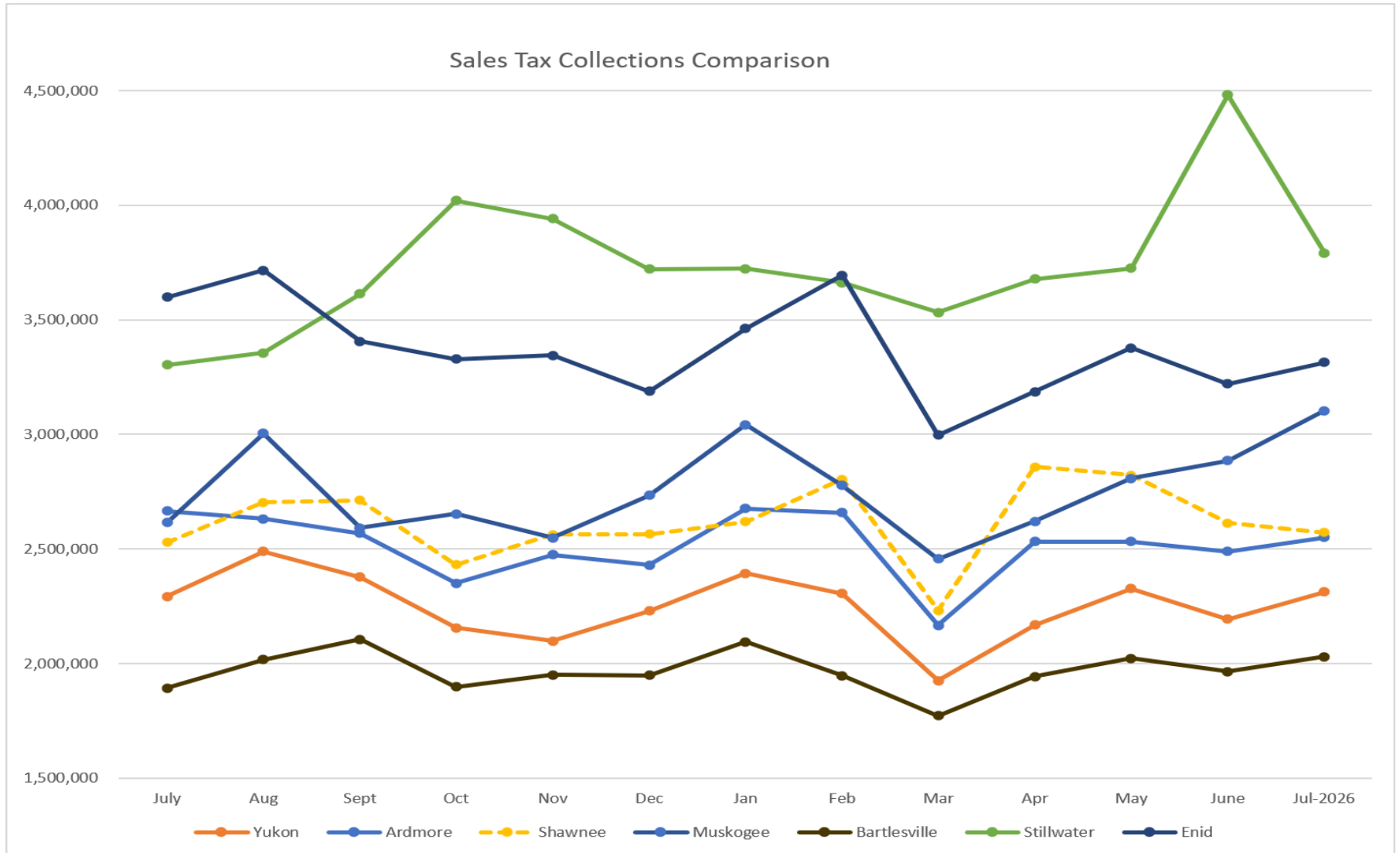
General Fund Projections (year-to-date)

Sales Tax Above/(Below) Projections:	\$	(13,645)
Use Tax Above/(Below) Projections:	\$	67,132

Appropriated:

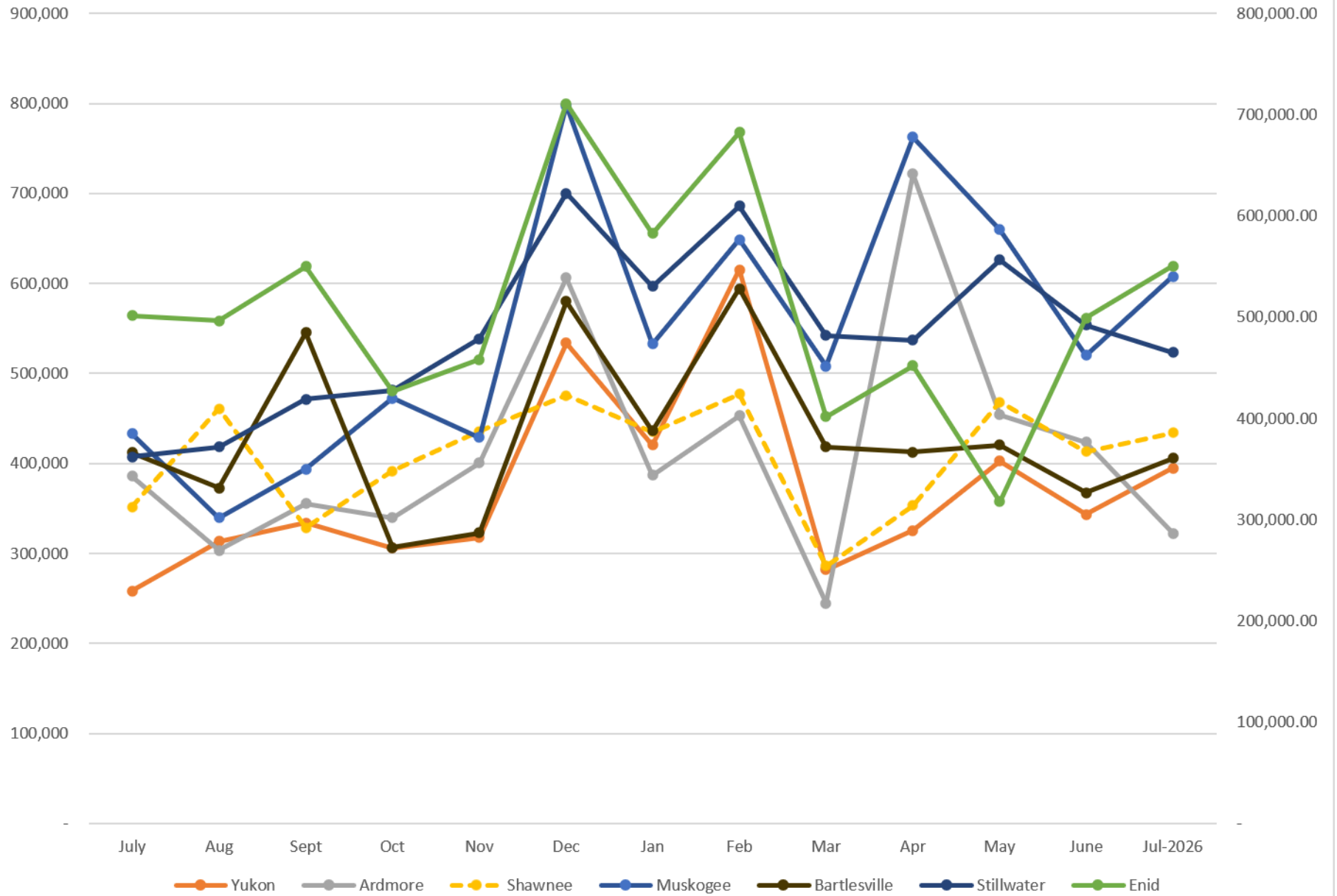
Total Appropriated	\$	-
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Total Unappropriated:	\$	53,487
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	Yukon	Ardmore	Shawnee	Muskogee	Bartlesville	Stillwater	Enid
Population	23,630	24,725	31,377	36,878	37,290	48,394	51,308
City Tax Rate	4.00%	3.75%	4.00%	4.00%	3.40%	3.63%	4.25%
State Rank by Total Collections (Prior Year)	14	13	15	12	16	11	10

Use Tax Collections Comparison



Year over Year Sales Tax Growth by Month

