

AGENDA
BOARD OF CITY COMMISSIONERS
December 7, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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)
2. Consider approval of Consent Agenda:
 - a. Minutes from the November 16, 2020 regular meeting.
 - b. Acknowledge the following minutes:
 - Parks and Recreation Committee Minutes from the October 8, 2020 regular meeting
 - Shawnee Community Beautification Committee Minutes from the October 15, 2020 regular meeting
 - c. Mayor's Appointments:

Shawnee Community Beautification Committee
Clif Harden 1st Full Term Expires: January 1, 2024
Replaces Tom Terry – Termed out effective January 1, 2021

Ian Hayes 1st Full Term Expires: January 1, 2024
Replaces Joe Harbeson – Termed out effective January 1, 2021

React Ambulance Authority
Fire Chief Anthony Wittmann No Term Expiration
Replaces Rodney Foster – Resigned
 - d. Approve Change Order No. 2 for Shawnee Police Department Architect's Project No. 1811, 912 East Independence, Shawnee, Oklahoma 74801.
3. Presentation by Animal Control to present the Pet of the Week.

4. Mayor's Proclamation:

"SSM Health St. Anthony Hospital – Shawnee
Healthcare Heroes Appreciation Week"
December 13-19, 2020
5. Discussion and consideration to use Cares Act Funds for Shawnee Forward to administer a small business relief program.
6. Discussion and consideration to provide financial assistance for Shawnee Civic and Cultural Development Authority to assist with the International Finals Youth Rodeo (IFYR).
7. Discussion and consideration to enter into a professional service contract for building cleaning services.
8. Consideration of the following budget amendments:
 - a. Fund 102 E-911 Fund – Adjust budget for laptops and dispatch furniture for the new police station.
 - b. Fund 190 Community Development Block Grants (CDBG) Fund – Budget for expenditure of Home and NSP Grant Funds.
 - c. Fund 198 ODOC NSP Program Fund – Budget for expenditure of NSP Grant Funds.
 - d. Fund 199 Home Rehabilitation Program Income Fund – Budget for expenditure of Home Grant Funds.
 - e. Fund 301 Capital Improvement Fund – Adjusts budget for additional city garage equipment, building maintenance and parks capital needs, and heater replacement for Fire Station No. 3.
9. Public hearing and consideration of an ordinance to rezone property located on the southeast corner of North Kickapoo Avenue and West 10th Street, containing 1.79-acres, from C-3 (Highway Commercial District) and R-3 (Multifamily Residential District) to C-4 (Central Business District) for the purpose of a warehouse. Case No. P19-20; Applicant: South Central Industries, Inc.
10. Public hearing and consideration of an ordinance to rezone property located on the north side of Wolverine Road west of North Harrison Avenue, containing 80-acres, from A-1 (Rural Agricultural District) to I-3 (Heavy Industrial District) for the purpose of future industry. Case No. P20-20; Applicant: Carruth Family Partnership 1992.

11. Public hearing and consideration to amend the 2040 Comprehensive Plan and consideration of an ordinance to rezone property located approximately 1100 feet east of Harrison Avenue on East 39th Street, containing 13.49-acres, from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. CPA01-20; Applicant: David Ray.
12. Consider Statements of Qualification for Professional Services:
 - a. Independence Street Sidewalk Design Project from Kickapoo Avenue to Harrison Avenue (Award/Contract Negotiation)
 - b. Highland Street Sidewalk Design Project from Harrison Avenue to Bryan Avenue (Award/Contract Negotiation)
 - c. Kickapoo Street Sidewalk Design Project from Interstate 40 to MacArthur Street (Award/Contract Negotiation)
13. Consider and take action with respect to a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement and Operation and Maintenance Contract, as amended, whereby the City leases its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.
14. New Business
(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
15. Commissioners Comments
16. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 12/07/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 16, 2020 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

November 16, 2020 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session, Monday, November 16, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 2:17 p.m. on November 13, 2020. Mayor Bolt presided and Ms. Nariah Welch called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Ms. Beth Canaday, Emmanuel Episcopal Church

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Commissioner Matthews made a motion, seconded by Commissioner Weaver, to move pursuant to Article II, Section 2-41(c) of the Code of Ordinances for the City of Shawnee, to extend citizen participation relating to public comment on face coverings as proposed in Agenda Item No. 8, to three minutes per person and twelve minutes total topic time for citizens speaking in favor of face coverings, and three minutes per person and twelve minutes total topic time for citizens speaking against face coverings, and extending the total time for citizens participation from twenty-four minutes to thirty-six minutes for this meeting only. Motion carried 7-0.

AYE: Matthews, Rutherford, Sehorn, Salter, Weaver, Flood, Bolt
NAY: None

Dr. Mitchell Wolfe a physician with SSM Health St. Anthony Hospital - Shawnee spoke in favor of masks and the importance of wearing them.

Mr. Rob Morris asked the Commissioners questions regarding the following items on the agenda: maintenance bond, Safe Events for Families (SEFF) contract and the Emergency Management position.

Mr. Billy Corley passed his three minutes to Mr. Rob Morris. City Attorney, Joe Vorndran, allowed the deferral to Mr. Morris and the extension of time for Mr. Morris to speak. Mr. Morris spoke against the mask mandate and feels that it should be up to business owners.

Ms. Beverly Mabry advised she is a member of a newly formed animal rescue called Lost Paws Oklahoma and a proud volunteer at the animal shelter. She encouraged the Commission to approve the budget amendment for the increase in the Spay and Neuter Fund.

AGENDA ITEM NO. 2: Consider approval of Consent Agenda:

- a. Minutes from the October 19, 2020 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2020
 - Project Payment Report for October 2020
 - Shawnee Urban Renewal Authority Minutes from the August 4, 2020 regular meeting
 - Shawnee Community Beautification Committee Minutes from the September 17, 2020 regular meeting
 - Planning Commission Minutes from the June 19, 2020 special call meeting, September 2, 2020 regular meeting and the September 17, 2020 special call meeting
- c. Acceptance of public water line improvements along Hardesty Road and placing the maintenance bond into effect.

- d. Authorize renewal of an agreement with the Housing Authority of the City of Shawnee for supplemental police services.
- e. Approve an amendment to the contract with Safe Events for Families (SEFF) for Fiscal Year 2020-2021 to include a wider variety of events to safely accommodate COVID-19 precautions.
- f. Acknowledge the resignation of Joe Harbeson from the Shawnee Community Beautification Committee, effective January 1, 2021.
- g. Acknowledge the resignation of Tom Terry from the Shawnee Community Beautification Committee, effective January 1, 2021.
- h. Mayor's Appointments:

Shawnee Community Beautification Committee

Sherry Lankford 2nd Full Term Expires: January 1, 2024
Reappointment

Debi Renegar 2nd Full Term Expires: January 1, 2024
Reappointment

Carla Smith 2nd Full Term Expires: January 1, 2024
Reappointment

Commissioner Weaver asked that Consent Agenda Item No. 2(c) be pulled for separate consideration.

Mayor Bolt asked that Consent Agenda Item No. 2(g) be pulled for separate consideration.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve the Consent Agenda Item Nos. 2 (a-h), less items 2(c) and 2(g). Motion carried 7-0.

AYE: Matthews, Rutherford, Sehorn, Salter, Weaver, Flood, Bolt

NAY: None

Regarding Consent Agenda Item No.2(c), Commissioner Weaver stated that he pulled this item because of comments made during Citizen Participation and asked Staff for clarification. City Manager Chance Allison advised that the

maintenance bond was for public waterline improvements on Hardesty Road that is related to a bridge project fully funded by the Citizen Potawatomi Nation.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve Consent Agenda Item No. 2(c). Motion carried 7-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews

NAY: None

Regarding Consent Agenda Item No.2(g), Mayor Bolt stated he would like to acknowledge the resignation of Mr. Tom Terry. Mayor Bolt advised that Mr. Terry has been volunteering with the City for 25 years and has worked tirelessly for Shawnee.

A motion was made by Mayor Bolt, seconded by Commissioner Matthews, to approve Consent Agenda Item No. 2(g). Motion carried 7-0.

AYE: Bolt, Matthews, Weaver, Flood, Rutherford, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 3:

Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Spoon introduced Officers Cody Moore and Wendy Cole. Officer Spoon introduced Indy, a one- to two-year-old female canine with high energy. Indy is up for adoption.

Officer Spoon advised that the Animal Shelter currently has twenty-two dogs, a cat and a pig.

AGENDA ITEM NO. 4:

Consideration of the City Manager's hiring of Michael Ayers as the Chief Information Officer.

City Manager Chance Allison introduced Mr. Ryan Ayers as the next Chief Information Officer. Mr. Ayers has worked for the City of Shawnee for approximately fifteen years.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve the City Manager's hiring of Mr. Michael Ayers as the Chief Information Officer. Motion carried 7-0.

AYE: Sehorn, Rutherford, Salter, Matthews, Weaver, Flood, Bolt

NAY: None

AGENDA ITEM NO. 5:

Consideration of the City Manager's hiring of Anthony Wittmann as Fire Department Chief.

City Manager Chance Allison introduced Mr. Anthony Wittmann. Mr. Wittmann has been with the City of Shawnee for over twenty years. He is also a paramedic.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve the City Manager's hiring of Mr. Anthony Wittmann as Fire Department Chief. Motion carried 7-0.

AYE: Rutherford, Matthews, Weaver, Flood, Bolt, Sehorn, Salter

NAY: None

AGENDA ITEM NO. 6:

Consideration of the City Manager's hiring of Rachelle Erickson as Emergency Manager.

City Manager Chance Allison stated that Ms. Rachelle Erickson could not attend tonight's meeting as she is still currently working as a dispatcher for the City of Shawnee. He advised that Ms. Erickson has worked for the City of Shawnee since October 2015.

A motion was made by Commissioner Weaver, seconded by Vice Mayor Rutherford, to approve the City Manager's hiring of Ms. Rachelle Erickson as Emergency Manager. Motion carried 7-0.

AYE: Weaver, Rutherford, Sehorn, Salter, Matthews, Flood, Bolt

NAY: None

AGENDA ITEM NO. 7:

Acknowledgement and ratification of the Proclamation declaring an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.

Mr. Chance Allison, City Manager, stated the Proclamation was signed by Mayor Bolt regarding the October 2020 ice storm and declared it an emergency,

which is required by the Federal Emergency Management Agency (FEMA) to receive emergency funding.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to acknowledge and ratify the Proclamation declaring an emergency within the City Limits and such additional territory as may be described herein, authorizing the actions of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee. Motion carried 7-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn Salter, Weaver

NAY: None

AGENDA ITEM NO. 8:

Consideration of an ordinance amending portions of Chapter 15, entitled “Health and Safety” located in Chapter 15, Article I, of the Shawnee City Code of Ordinances, by specifically enacting the “City of Shawnee, COVID-19 Safety Code”, to be codified as Section 15-6 through 15-17 of the Code in order to provide the findings and declarations of the City Council; providing a definition of “face covering”; requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency.

City Manager Chance Allison stated this is the same ordinance as the original version with a few modifications. He explained the date will extend to June 30, 2021 along with an added conditional repealer and signage will be required for businesses to put on all public points of entry.

The Commissioners discussed the proposed ordinance including the extension date and language specific to COVID-19.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve an ordinance amending portions of Chapter 15, entitled “Health and Safety” located in Chapter 15, Article I, of the Shawnee City Code of Ordinances, by specifically enacting the “City of Shawnee, COVID-19 Safety

Code”, to be codified as Section 15-6 through 15-17 of the Code in order to provide the findings and declarations of the City Council; providing a definition of “face covering”; requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense to include an amendment to Section 15-16 to include “as part of the OSDH COVID-19 recommendations”.

Ordinance No. 2704NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15, ENTITLED “HEALTH AND SAFETY” LOCATED IN CHAPTER 15, ARTICLE I, OF THE SHAWNEE CITY CODE OF ORDINANCES, BY SPECIFICALLY ENACTING THE “CITY OF SHAWNEE COVID-19 SAFETY CODE,” TO BE CODIFIED AS SECTION 15-6 THROUGH 15-17 OF THE CODE IN ORDER TO PROVIDE THE FINDINGS AND DECLARATIONS OF THE CITY COUNCIL; PROVIDING A DEFINITION OF “FACE COVERING:” REQUIRING FACE COVERINGS SHALL BE WORN IN CERTAIN PLACES OR SETTINGS; PROVIDING SUGGESTED GUIDELINES FOR FACE COVERINGS; PROVIDING EXCEPTIONS; PROVIDING AN EFFECTIVE AND EXPIRATION DATE AND TIME; PROVIDING FOR ENFORCEMENT, VIOLATIONS, AND PENALTIES FOR VIOLATIONS; PROVIDING A DEFENSE; AND DECLARING AN EMERGENCY.

Motion carried 7-0.

AYE: Rutherford, Matthews, Weaver, Flood, Bolt, Sehorn, Salter
NAY: None

Ordinance No. 2704NS was adopted by the City Commission.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the emergency clause relating to Ordinance No. 2704NS. Motion carried 7-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Salter, Weaver
NAY: None

AGENDA ITEM NO. 9:

Consideration of a contract with GH2 for architectural and engineering services for the Santa Fe Depot Historic Roof Project.

Operations Director James Bryce stated that Staff recommended that the contract for the Santa Fe Depot Historic Roof Project be awarded to GH2. He

advised that the proposed contract had two parts: (1) the assessment and report on the existing conditions of the roof and building would be \$12,000.00; and (2) the design, construction documents, bidding and construction administration would be 5% of the cost of construction.

A motion was made by Commissioner Weaver, seconded by Commissioner Sehorn, to approve a contract with GH2 for architectural and engineering services for the Santa Fe Depot Historic Roof Project in the following amounts: (1) the assessment and report on the existing conditions of the roof and building would be \$12,000.00; and (2) the design, construction documents, bidding and construction administration would be 5% of the cost of construction. Motion carried 7-0.

AYE: Weaver, Sehorn, Flood, Bolt, Rutherford, Salter
NAY: None

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone property located at 1027 North Harrison Avenue, containing 0.35-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an automotive dealership. Case No. P17-20, Applicant: Patrick and Kelly Anne Buttram.

Planning Director Rebecca Blaine gave a staff report. She advised that Staff and Planning Commission recommend approval of the proposed rezoning.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 1027 North Harrison Avenue, containing 0.35-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an automotive dealership. No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve the ordinance to rezone property located at 1027 North Harrison Avenue, containing 0.35-acres, from C-1 (Neighborhood Commercial District) to C-3 (Highway Commercial District) for the purpose of an automotive dealership.

Ordinance No. 2705NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF

SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: LOTS THREE (3), FOUR (4), AND FIVE (5) BLOCK THREE (3), HARRISON AVENUE ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 7-0.

AYE: Matthews, Sehorn, Salter, Weaver, Flood, Bolt, Rutherford

NAY: None

Ordinance No. 2705NS was adopted by the City Commission.

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located at 32105 Homer Lane, containing five-acres, from A-1 (Rural Agricultural District) to RE (Residential Estates District) for the purpose of a three parcel, minimum of one-acre lot size lot split, located on a five-acre property. Case No. P18-20, Applicant: Henry and Helen Wilkos.

Rebecca Blaine, Planning Director advised the applicant withdrew the application for Case No. P18-20.

No action taken.

AGENDA ITEM NO. 12:

Consideration of the following budget amendments:

- a. Fund 001 General Fund – To adjust for utilization of increased sales tax collections and federal reimbursement for several projects including increased demolition, a scanning solution, software upgrades, funding for the Heart of Oklahoma Exposition Center upkeep, and street sweeper.
- b. Fund 104 Economic Development Fund – To adjust for an increase in sales tax collections.

- c. Fund 105 Spay and Neuter Fund – To adjust for an increase in spay and neuter needs and refunds.
- d. Fund 106 Hotel/Motel Surcharge Fund – To adjust expenditures to allow for more advertising and printing.
- e. Fund 108 Fire Sales Tax Fund – To adjust for increased sales tax collections.
- f. Fund 706 Gifts and Donations Fund – To budget donations received and increase amount available for use by the animal shelter.

Ms. Ashley Neel, Finance Director stated this is the first group of amendments from the increased sales tax. She advised that the increase is based off a 4% increase of last year's sales tax from budget cuts.

Mr. Chance Allison, City Manager, spoke regarding the issues of maintenance and upkeep at The Heart of Oklahoma Exposition Center. He advised that the Parks Department has agreed to take over the mowing and weed eating, which will increase personnel by two individuals.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve the budget amendments listed in Agenda Item Nos. 12 (a-f). Motion carried 7-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter, Matthews

NAY: None

AGENDA ITEM NO. 13: Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$1,854,903.00, or 22.93%, over the projected budget year-to-date. She stated that use tax collections are down approximately \$2,005.00, or 0.20%, under the projected budget year-to-date.

AGENDA ITEM NO. 14: 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.

AGENDA ITEM NO. 15:

Commissioners Comments

Commissioners congratulated all the new hires that were confirmed at tonight's meeting.

Commissioner Matthews expressed his appreciation of the discussion tonight and encouraged supporting local businesses during the holiday season.

Commissioner Flood appreciated the conversation regarding face coverings and being able to think through things before decisions are made.

Vice Mayor Rutherford stated that he hopes the public understands the concerns on mask wearing. He stated that when appropriate, it will be revisited again.

Commissioner Sehorn echoed the importance of the mask mandate and protecting people.

He thanked the City Manager for bringing in outside people to assist with the decision on the new hires to make it a fair process. He would like everyone to take processions and stay safe over the holiday season.

Commissioner Salter advised everyone to stay safe and well.

Mayor Bolt encouraged supporting local businesses in Shawnee. He stated that it was a great conversation tonight to work through a tough situation.

AGENDA ITEM NO. 16:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:31 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 12/07/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

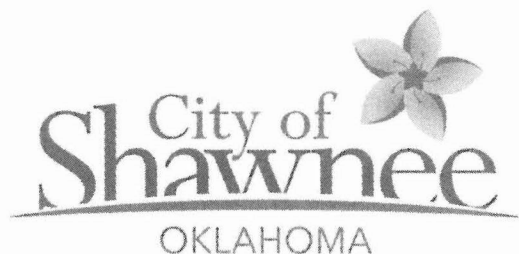
Acknowledge the following minutes:

- Parks and Recreation Committee Minutes from the October 8, 2020 regular meeting
 - Shawnee Community Beautification Committee Minutes from the October 15, 2020 regular meeting
-

Attachments

Parks and Recreation Minutes

Beautification Minutes



Office of the Recreation Manager

Meeting Agenda
Parks and Recreation Committee
October 8th, 2020
3:30pm
804 S Park, Shawnee, OK 74801

Committee Members	Present	Absent
Bob Weaver (Commissioner Seat)	X	
Chad Payn	X	
Sue Winterringer	X	
Zach Foster	X	
Jennifer Bell	X	

Staff Members

James Bryce	X
Kerri Foster	X
Cody Ellis	X
Clint Bowen	X
Brad Schmidt	X

AGENDA NO 1 Call to Order

Meeting was called to order at 3:31pm.

AGENDA NO 2 Roll call and Declaration of a Quorum

AGENDA NO 3 Approval of previous months minutes

Bob Weaver made a motion to approve. 2nd Sue Winterringer. Passed

AGENDA NO 4 Swearing in Zach Foster and Jennifer Bell

AGENDA NO 5 Appointment of new Committee Chair and Secretary

Bob Weaver made a motion to appoint Chad Payn as the committee chair. 2nd Sue Winterringer. Passed /
Sue Winterringer made a motion to appoint Jennifer Bell as the secretary. 2nd Zach Foster. Passed

AGENDA NO 6 Discussion and summary of committee involvement with Department

Introductions of each committee member were made. Discussions of committee responsibilities for the new committee members were explained. Latest project was explained to catch the new members up on up to date information.

AGENDA NO 7 Discussion Community Partnerships at Recreation Facilities and outdoor Recreational spaces

James Bryce gave an overview of the parks and recreation department, a brief history, and a summary of the parks master plan. He explained reasoning for the refurbishment of the two current park projects. The projects have been in work since 2015.

James Bryce explained the new involvement with the Blue Zones Project and the Avedis Foundation with this park project. The park project contains key items for the Blue Zones marquee project requirements. Woodland Park Project is projected to be The Blue Zone Project's marquee project. A date for final approval of this contribution to the park project is still to be determined.

AGENDA NO 8 Staff Updates

James Bryce reviewed over the list of additional parks that will receive a facelift with the tax money. He also explained that Celebration of Life park has extended by another contribution from the Jones family around 3-4 years ago. Celebration of Life park is also on the upcoming list for refurbishment. The list of parks are on the Master Plan online.

Larch Miller Park Project was submitted put up for an award with Keep Oklahoma Beautiful. This week the finals were sent out and the Park did not make the cut.

Kerri Foster discussed the addition of Brooke Mitchell to the Recreation Department as a Rec Aide part time position. She was hired as an intern at first and has been a great addition to the team. Starting in November, every Monday, there is a Technology 101 class provided for Seniors for free. Community Dance is now cancelled due to instructor injury. The department has started all fitness classes back and looking for instructors. She provided dates for flu shots – one inside the Senior Rec Center and one at Splash for a drive thru experience.

Cody Ellis discussed that mowing is still an ongoing thing for the Parks Department. They will be moving to highways soon.

AGENDA NO 9 Updates on Parks Design Project

Next month Master Plan Estimates will be provided.

AGENDA NO 10 Approval of 2021 meeting date/time/locations

Bob Weaver made a motion to approve the meeting dates/times and location with the cancellation of the November meeting. Sue Winterringer 2nd. Passed.

Meeting Adjourned: 4:12pm

Date 11-13-20

Chairman Chad Parr



Office of the Director of Operations

Minutes
Shawnee Community Beautification Committee
October 15, 2020

The Shawnee Community Beautification Committee met at Shawnee Forward, 231 N. Bell Ave

Roll Call was taken showing the following members present:

		Present	Absent
Member	Kevin Huddleston	<u> </u>	<u> X </u>
Member	Sherry Lankford	<u> X </u>	<u> </u>
Member	Tom Terry	<u> X </u>	<u> </u>
Member	Debi Renegar	<u> X </u>	<u> </u>
Member	Joe Harbeson	<u> X </u>	<u> </u>
Member	Ethan Birdwell	<u> </u>	<u> X </u>
Member	Mike Mlynek (virtual zoom)	<u> X </u>	<u> </u>
Member	Sue Nelson	<u> X </u>	<u> </u>
Member	Carla Smith	<u> X </u>	<u> </u>
Member	Ladonna Bryce	<u> X </u>	<u> </u>
City Staff	Whisper Peace	<u> X </u>	<u> </u>
City Staff	James Bryce	<u> X </u>	<u> </u>
City Staff	Jim VanAntwerp	<u> </u>	<u> X </u>
City Staff	Geoff Garner	<u> </u>	<u> X </u>
City Staff	Cody Ellis	<u> X </u>	<u> </u>
City Staff	Clint Bowen	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> X </u>	<u> </u>
City Staff	Mikaylia Stewart	<u> X </u>	<u> </u>

- AGENDA NO 1** **Call to Order.** Meeting was called to order at 4:00 pm.
- AGENDA NO 2** **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.
- AGENDA NO 3** **Approval of SEPTEMBER 2020 Minutes.** A motion to approve was made by Tom Terry. It was 2nd by Joe Harbeson. The vote carried unanimously.
- AGENDA NO 4** **Discussion and Possible Action on 2021 Meeting Schedule.** Joe Harbeson made a motion to approve, Mike Mlynek 2nd the motion and it carried unanimously.
- AGENDA NO 5** **Discussion and update on various new flower bed plantings.** Tom passed around photos of new plantings. Sherry Lankford passed around photos of the clock bed plantings and the beds in front of the Post Office.
- AGENDA NO 6** **Park maintenance report.** Brad gave an update on the Parks Department as to what they are doing and what they will be working on in the upcoming months.
- AGENDA NO 7** **Beautification report from Jim.** Jim was not at the meeting.
- AGENDA NO 8** **Old Business.** None.
- AGENDA NO 9** **New Business.** James mentioned the term dates for some members will be expiring in January and that those members will need to submit a letter to rejoin or resign from the committee as soon as possible.
- AGENDA NO 10** **Committee and public comments.**
- AGENDA NO 11** **Adjournment.** Meeting was adjourned at 4:19 p.m.

Date 11-20-20

Chairman Sherry Lankford

Regular Board of Commissioners

2. c.

Meeting Date: 12/07/2020

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Community Beautification Committee

Clif Harden 1st Full Term Expires: January 1, 2024

Replaces Tom Terry – Termed out effective January 1, 2021

Ian Hayes 1st Full Term Expires: January 1, 2024

Replaces Joe Harbeson – Termed out effective January 1, 2021

React Ambulance Authority

Fire Chief Anthony Wittmann

No Term Expiration

Replaces Rodney Foster – Resigned

Attachments

Harden Application

Hayes Application



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Clif Harden</u>	Application Date: <u>8/26/2020</u>
Address: <u>14 Mohican Circle</u>	Date of Birth: <u>11/02/1980</u>
Mailing Address: <u>14 Mohican Circle</u>	
Daytime Phone: <u>405-620-2499</u>	Fax: _____ Email: <u>clifharden2000@yahoo.com</u>
Profession: <u>Program Management Analyst</u>	
Business Name: <u>Tinker AFB</u>	
Business Address: <u>3001 Staff Drive, Tinker AFB</u>	
Business Phone: <u>405-734-0407</u>	Fax: _____ Email: _____

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? Off and on 28 years

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

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

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

Shawnee has such potential to an amazing city! However, there some things that need improving and I feel that I might be able to bring a fresh perceptive to the table. I have lived in a community where planning played a huge part in the changes to that 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?

Honesty and collaboration. I will provide my honest opinion about subject and my years of teamwork and customer service, has given me fantastic collaboration skills. Educationally speaking, I have a Master's in Human Relations which has given me skills in working with people and the community.

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

None at this time.

List education, including degree(s) earned:

Masters in Human Relations (OU); Bachelors in Emergency Response Administration (OSU)

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Aimee Harden	Wife	405-620-2499
Tom Williams	Friend	405-788-2141
Tracy Mackerelle	Co-Worker	405-831-7491

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 Cliff Harden

Date 8/27/2020

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

Send completed application to:

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

Clif Harden

Contact

14 Mohican Circle, Shawnee
Ok, 74801

405-620-2499
Clifharden2000@yahoo.com

To whom it may concern:

My name is Clif Harden and I am interested in the vacancy on the City of Shawnee's Planning Commission. I know this may sound cliché, but I am looking to help make Shawnee the town that it has the potential to be. Thank you for taking the time to review my application, and I look forward to hearing from you!

Clif Harden

Ian Hayes

1810 Dougherty Dr.

Shawnee, OK 74804

405-664-0103

mooseplaysbass@gmail.com

To whom it may concern,

I have recently been made aware that there is an open position on the Parks and Recreation committee. I have only lived in Shawnee since May, but I have been working in this community for the last four years. I really enjoy being a part of this community and I would love to serve the community to whatever extent that I am able.

For the last three years I have been on the planning committee for Frenzy on Federal; an annual fundraising event for United Way of Pottawatomie county hosted by Bancfirst. I also have volunteered for United Way's Days of Caring and for the Salvation Army during their Christmas Drive and I've been serving on the worship team at my church since 2016.

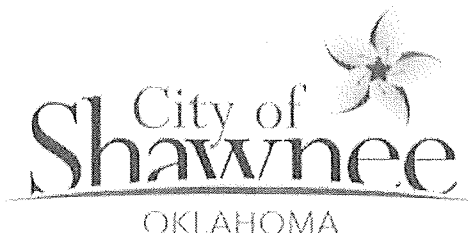
I have three children and like many families in our community, we utilize the parks and the sidewalks in this city to go on walks and to get outside. I feel that having a safe place for families to enjoy being outside and enjoy fresh air and natural movement is very important. It is for this reason that I am sending this letter and application, in hopes that I may be able to serve on this committee.

Thank your time and consideration,

Sincerely,

A handwritten signature in black ink, appearing to be 'Ian Hayes', written in a cursive style.

Ian Hayes



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Ian Hayes</u>	Application Date: <u>08/20/2020</u>
Address: <u>1810 Dougherty Dr. Shawnee OK, 74804</u>	Date of Birth: <u>11/03/1983</u>
Mailing Address: <u>1810 Dougherty Dr. Shawnee OK, 74804</u>	
Daytime Phone: <u>405-664-0103</u>	Fax: _____ Email: <u>mooseplaysbass@gmail.com</u>
Profession: <u>Personal Banker</u>	
Business Name: <u>BANCFIRST</u>	
Business Address: <u>1939 N Harrison Shawnee OK, 74801 and 1213 Gordon Cooper Dr. Tecumseh, OK 74873</u>	
Business Phone: <u>405-878-3555</u>	Fax: <u>405-878-3562</u> Email: <u>ian.hayes@bancfirst.bank</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? less than 1. Worked in Shawnee for 4years.

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

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

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

I really enjoy being n Shawnee and i want to serve this community. I feel that we have alot of good things happening in this city, particularly Shawnee becominhg Blue Zones Project certified. The parks and recreation department is of paramount importance to providing a safe way for the citizens of Shawnee to get outside and move in a natural way.

Revised July 12, 2019

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 years in customer service has helped me to become an active listener and an efficient communicator.

I am able to listen to all sides of a conversation and give an informed opinion or idea without bias.

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

I have been on the planning committee for Bancfirst's Frenzy on Federal fundraising event for 3 years.

I also have served on the worship team at Praise Assembly since February of 2016.

List education, including degree(s) earned:

High School is the highest level of education I have completed.

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Michael Affentranger	Friend/Coworker/Worship team leader	405-640-4602
Kellie Clay	Friend/Supervisor	405-517-8994
Tim Bass	Friend/Coworker	405-808-8446

PLEASE READ CAREFULLY:

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

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

Signature 

Date 8/20/2020

Revised July 12, 2019

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

Send completed application to:

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

Regular Board of Commissioners

2. d.

Meeting Date: 12/07/2020

Change Order

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 2 for Shawnee Police Department Architect's Project No. 1811, 912 East Independence, Shawnee, Oklahoma 74801.

Attachments

Change Order No. 2



City of Shawnee

Chief Mason Wilson

16 W 9th
Shawnee, Oklahoma 74801
Office (405) 878-1680 or 1681 *Fax (405) 878-1520
E-Mail: mwilson@shawneeok.org



FROM : Mason Wilson
Chief of Police

TO : Chance Allison
City Manager

SUBJECT : Change Order #2 for New PD Contract 1811

DATE : December 1, 2020

We are requesting approval of Change Order #2, on the new PD construction contract.
Change Order #2 contains the following change order requests from W. L. McNatt:

COR #9 Add new type 2 wall to replace existing store front / add \$1948.00

COR #11 Relocate roof drains on vehicle inspection area / add \$2314.00

COR #12 Fire Riser Room flooring /add \$1767.00

COR #13 Fire Suppression credit to City of \$1500.00

COR#16 Millwork Credit to City of \$462.00

Total Additional Costs \$6029.00

-

Total Credits to City \$1962.00

Total \$4067.00



City of Shawnee

Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

Office (405) 878-1680 or 1681 *Fax (405) 878-1520

E-Mail: mwilson@shawneeok.org



These change order requests have been approved and deemed necessary by TAP Architecture.

We have attached the Change Order Requests (COR's) for your viewing.



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990 COR 009
DATE: 9/8/20

RFI#013 Add new wall type 2 where we had existing storefront			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
A&F Drywall	1						1,125	1125
Breeden Enterprises	1				0.00	0.00	525	525
					0.00	0.00		0
						0.00		0
General Conditions						0.00		0
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	0	days		0	106.53	0.00		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		0		1650
taxes				0				
total	1650			0		0		1650

General Contractor Material & Labor Total			0.00	Scope of work: Add new wall type 2 shown to be existing on the drawings per RFI#13.	
Subcontractor Material & Labor Total			1650.00		
Overhead on Work Performed	10%		165.00		
Profit on Work Performed	5%		82.50		
Total Project Cost to be insured			1897.50		
General Liability, Bonds			50.64		
				Pricing and Added Time subject to change if not approved by: 9/22/20	
				Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)	
subtotal			1948.14		
Total Change Order		ADD	\$ 1,948		

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.





REQUEST FOR INFORMATION (RFI) 013

Project: Shawnee Police Department

TO:	<u>Russell McGee</u>	DATE:	<u>7/9/2020</u>
Arch. Email:	<u>RMegee@tapokc.com</u>	COMPANY:	<u>Tap Architecture</u>
FROM:	<u>Connor Littlefield</u>	E-Mail:	<u>Connor@WLMcnatt.com</u>

of pgs: 1
Originator: _____
Description: Interview Room South Wall
Doc. Ref: Attached

Message:

The wall indicated on the attached sheet AD210 is shown as a gyp wall to have an area cut out for a new door, however per the attached photo it is existing storefront wall. The demo contractor has removed a glass panel section from mullion to mullion but this space does not allow for a door. This will be the new interview room south wall shown to be a stud frame gyp wall. Please advise on proceeding with additional demo of the storefront wall and additional framing, gyp, and finish of new wall.

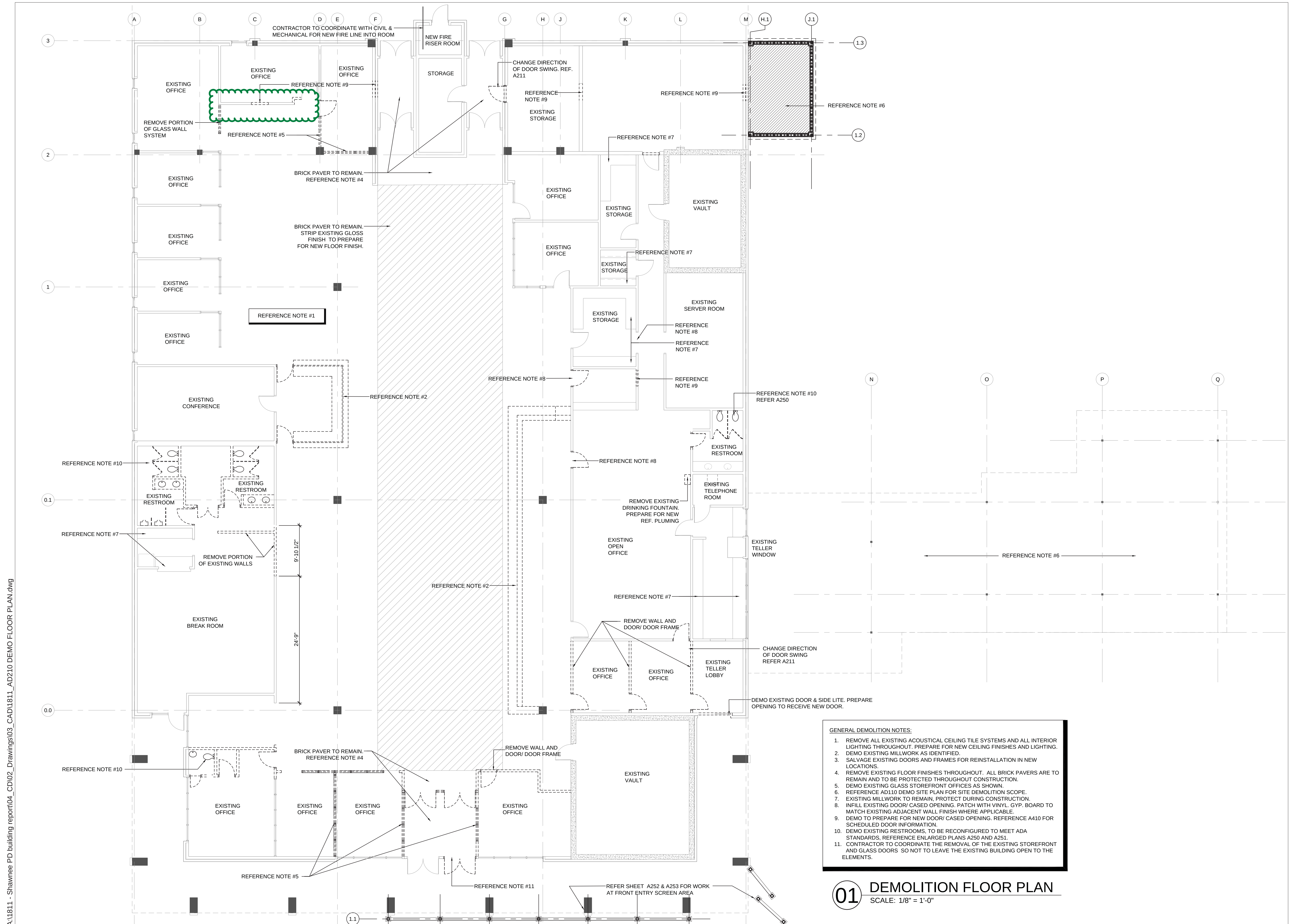
Answer/Solution:

Remove existing south wall storefront system of Interview Rooms 147 & 148.
Add Partition type '2' to match Sheet A221.

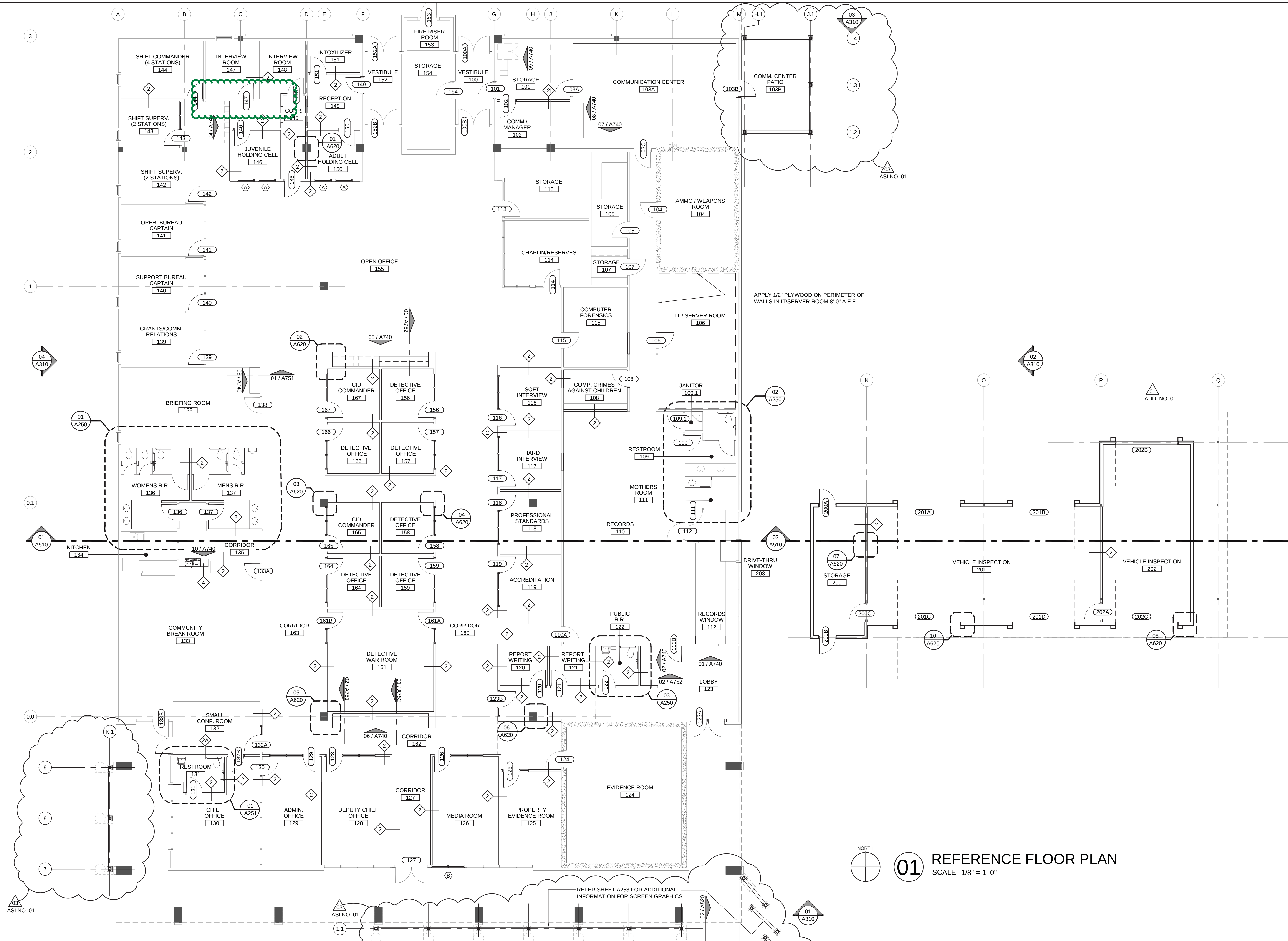
RM
7/14/20

CONFIDENTIALITY NOTICE

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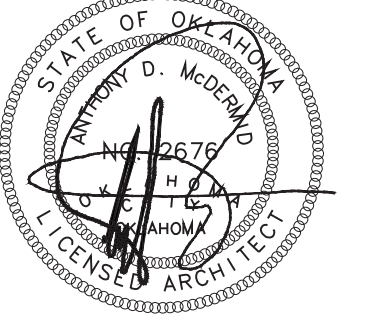
A:11811 - Shawnee PD building report04_CD02_Drawings03_CAD1811_A221 REFERENCE PLAN.dwg



01 REFERENCE FLOOR PLAN
SCALE: 1/8" = 1'-0"



SEAL



10/31/2019

PROJECT

**SHAWNEE POLICE
DEPARTMENT**
912 E INDEPENDENCE
SHAWNEE, OK



ISSUES
REVISIONS

100% ISSUE FOR BID
10/31/2019
01 ADDENDUM NO. 01
11/26/2019
02 ADDENDUM NO. 02
11/26/2019
03 ASI NO. 01
6/2/2020

SHEET
TITLE

REFERENCE FLOOR
PLAN

SHEET
NUMBER

A221

PROJECT
NUMBER

1811

All drawings and written
materials herein constitute
original work of
TAP architecture and may
only be duplicated with their
written consent.



From: Aaron Fleeheart <afleeheart@yahoo.com>
Sent: Tuesday, August 18, 2020 12:45 PM
To: connor@wlmcnatt.com
Subject: Re: Shawnee PD - RFI#013 Response

A&F Drywall

6827 Morgan Dr.

Blanchard, Okla. 73010

8-18-20

Conner

W.L.
McNatt
Station

Police

S

hawnee, Ok

Furnish and install

1. RFI #013 Add wall

\$1.125.00

On Monday, August 10, 2020, 3:58:58 PM CDT, <connor@wlmcnatt.com> wrote:

July 28, 2020

W.L. McNatt & Company.

Re: Price Request for (RFI) 013

Job: Shawnee Police Department.

Breedon Enterprises LLC will furnish all insurance, labor, materials, equipment, tools, supervision, all safety requirements, quality control and our clean-up to complete the scope of work below.

Scope of work

Tape & bed, prime and paint 2-coats of new gypsum wall.

Total cost = \$ 525.00

Donnie Breedon.

donnie.breedon@cox.net



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990 COR 011
DATE: 9/22/20

Relocate Roof Drains at Vehicle Inspection Area			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
Statewide Plumbing	1						1,853	1853
					0.00	0.00		0
					0.00	0.00		0
						0.00		0
General Conditions						0.00		0
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	1	days		0	106.53	106.53		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		106.53		1853
taxes				0				
total	1959.53			0		106.53		1853

General Contractor Material & Labor Total				106.53	Scope of work: Re-route roff drain lines at the vehicle inspection area per RFI#22.
Subcontractor Material & Labor Total				1853.00	
Overhead on Work Performed		10%		195.95	
Profit on Work Performed		5%		97.98	
Total Project Cost to be insured				2253.46	
General Liability, Bonds				60.14	Pricing and Added Time subject to change if not approved by: 10/6/20 Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)
subtotal				2313.60	
Total Change Order			ADD	\$ 2,314	

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.



Statewide Plumbing Inc.

PO BOX 55627
 DEL CITY, OK 73155
 405-850-1796
 405-309-6339 FAX
statewideplumbinginc@yahoo.com

Change Order

C.O. # 4
 C.O. date 9/17/20

JOB	BILL TO
SHAWNEE POLICE	WL MCNATT

QTY	DESCRIPTION		LINE TOTAL
	RE ROUTE 3 ROOF DRAINS OUTSIDE AND STUB OUT DOWN SPOUT NOZZLES		
	LABOR 2 MEN 8HRS	\$120.00HR	\$960.00
	MATERIAL		\$725.00
	PROFIT 10%		\$168.00
	WE AGREE hereby to make changes specified above at this price	TOTAL	\$1,853.00

Other Comments or Special Instructions

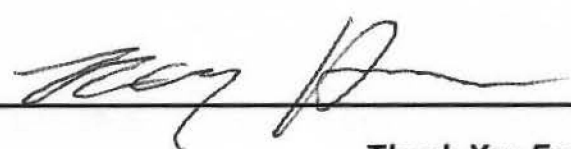
ACCEPTED - The above prices and specifications of this change order are satisfactory and are here by accepted. All work to be performed under same terms and conditions as specified in the original contract unless otherwise stipulated.

contract amt.

REVISED

contract amt.

Date of acceptance _____ Signature _____

Signature: 

Date: 9/17/2020

Thank You For Your Business!



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990 COR 012
DATE: 9/24/20

Fire Riser Room Floor Concrete			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
Discovery	1						1,022	1022
WLM	16	hrs			23.00	368.00		0
								0
						0.00		0
General Conditions						0.00		0
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	1	days		0	106.53	106.53		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		474.53		1022
taxes				0				
total	1496.53			0		474.53		1022

General Contractor Material & Labor Total			474.53	Scope of work: Remove wood flooring, fill vault below fire riser room with gravel, and install 3" concrete pad.	
Subcontractor Material & Labor Total			1022.00		
Overhead on Work Performed	10%		149.65		
Profit on Work Performed	5%		74.83		
Total Project Cost to be insured			1721.01		
General Liability, Bonds			45.93		
				Pricing and Added Time subject to change if not approved by: 10/8/20	
				Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)	
subtotal				1766.94	
Total Change Order				ADD \$ 1,767	

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.



Discovery Construction, INC

3401 Ridgewood Dr.
Edmond, OK 73013
Phone: 405-818-6916

Date: 9/20/2020

Change Order- WL McNatt

Shawnee Police Department Attn: Connor Littlefield

PROJECT	Riser Pad	
DESCRIPTION		AMOUNT
• Concrete • 1 load gravel • Labor- 3 men		\$115 \$150 \$624
Total		\$1,022

Note: Prices are good for 30 days.

If you have any questions concerning this proposal, contact Jim McBride, (405)-818-6916

Email: jim.mcbride@discoveryindustries.com



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990 COR 013
DATE: 10/28/20

Fire Suppression Deduct			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
Frazier Fire	1						-1,500	-1500
					0.00	0.00		0
					0.00	0.00		0
						0.00		0
General Conditions						0.00		0
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	0	days		0	106.53	0.00		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		0		-1500
taxes				0				
total	-1500			0		0		-1500

General Contractor Material & Labor Total			0.00	Scope of work: Removal of fire suppression install of rooms 103A, 106, and 124 per owner/architect request. Removal of installed piping, if any, for these rooms.
Subcontractor Material & Labor Total			-1500.00	
Overhead on Work Performed	0%		0.00	
Profit on Work Performed	0%		0.00	
Total Project Cost to be insured			-1500.00	
General Liability, Bonds				
				Pricing and Added Time subject to change if not approved by: 11/11/20
				Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)
subtotal			-1500.00	
Total Change Order		Deduct	\$ (1,500)	

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.



October 2, 2020



FRAZIER FIRE, LLC
209 NW 132nd St
Oklahoma City, OK 73114
P: 405-600-9444
F: 405-600-9466
License #433634

Shawnee Police Department
Shawnee, OK

Based on the architect's request, we are pleased to provide you with this quote for the fire sprinkler system, to protect the above captioned. This quote includes a deduct of pricing for fire sprinkler system. Deduct includes all labor for installation of the Pre-Action system portion of the fire protection.

Scope of work includes:

- To remove labor portion of the pre-action system only.
- To remove piping installed on the pre-action system only.
- To leave material for customer.

Scope of work Exclusions:

- Removal of piping or valves from property.
- Any cost concurred from design.
- Any cost concurred from material purchased or installed.

Deduct for Pre-Action:

One Thousand Five Hundred Dollars

\$1,500.00

Thank you for giving us the opportunity to provide you with this quote. This quote is valid for (30) days. Please let us know if you have any questions on the quote, or if we can help with any other budgets or quotes.

Thomas Byrd
Cell: 405.408.2716



PROJECT:
Shawnee Police Department

GENERAL ESTIMATE

WLM Job Number: 990 COR 016
DATE: 10/28/20

Millwork Changes			MATERIAL		LABOR		SUBCONTRACTOR	
DESCRIPTION	QUANTITY	UNIT	UNIT	COST	UNIT	COST	UNIT	COST
Arnold Cabinets	1						-462	-462
								0
								0
								0
						0.00		0
General Conditions						0.00		0
As-Built drawings	0	hrs		0	71.02	0.00		0
Estimating	0	hrs		0	63.92	0.00		0
Supervision Full	0	days		0	390.61	0.00		0
Scheduling / Coordination	0	days		0	106.53	0.00		0
Pump water	0	days		0	177.55	0.00		0
Clean up (Full)	0	day		0	142.04	0.00		0
Clean up (1/2)	0	day		0	71.02	0.00		0
Cleaning Misc. Material	0	sf	0.025	0	0.00	0.00		0
Dumpster (40 yd)	0	ea	450	0	0.00	0.00		0
Punch List	0	day		0	390.61	0.00		0
Misc. Material	0	sf	0.025	0	0.00	0.00		0
Job Trailer	0	mo	350	0	0.00	0.00		0
Job Container	0	mo	85	0	0.00	0.00		0
Site Office Phone/Fax	0	mo	150	0	0.00	0.00		0
Site Cell Phone	0	wks	12.5	0	0.00	0.00		0
Temp. Toilet	0	wks	75	0	0.00	0.00		0
Temp. Utilities	0	mo	250	0	0.00	0.00		0
Temp. Construction Fence	0	mo	595	0	0.00	0.00		0
Builder's Risk	0	mo		0	0.00	0.00		0
				0	0.00	0.00		0
subtotal				0		0		-462
taxes				0				
total	-462			0		0		-462

General Contractor Material & Labor Total			0.00	Scope of work: Adding specialty hardware to the Lobby cabinet doors and removing millwork from the Communications Center.
Subcontractor Material & Labor Total			-462.00	
Overhead on Work Performed	0%		0.00	
Profit on Work Performed	0%		0.00	
Total Project Cost to be insured			-462.00	
General Liability, Bonds				
				Pricing and Added Time subject to change if not approved by: 11/11/20
				Current lead times and material availability are such that no additional days are being added to this COR. Should lead times change and cause a delay the critical path of the project, additional days will be added via separate COR. If accepted, this Change Order Request will increase the project by: 0 Day(s)
subtotal			-462.00	
Total Change Order		Deduct	\$ (462)	

Acceptance by an Authorized Representative

Signature

By accepting this Proposed Cost Change, authorization is being given to proceed with this proposed scope of work and the change in contract time as noted above is approved.





3240 N 190 Rd
PO Box 756
Beggs, OK 74421-0756
918-267-5100
918-267-5103 (FAX)

6/1/20

Project: Shawnee PD

Description: change cabinetry in Lobby 123 per returned submittals Add \$2,212.00

Bobby Edwards
Bobby Edwards
Arnold Brothers Cabinets



3240 N 190 Rd
PO Box 756
Beggs, OK 74421-0756
918-267-5100
918-267-5103 (FAX)

9/29/20

Project: Shawnee PD

Description: Remove Casework in 103A

Deduct \$2,674.00

Bobby Edwards
Bobby Edwards
Arnold Brothers Cabinets

Regular Board of Commissioners

4.

Meeting Date: 12/07/2020

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"SSM Health St. Anthony Hospital – Shawnee
Healthcare Heroes Appreciation Week"
December 13-19, 2020

Attachments

Proclamation



Proclamation

“SSM Health St. Anthony Hospital - Shawnee Healthcare Heroes Appreciation Week”

The Merriam-Webster definition of hero is, *a person admired for achievements and noble qualities; one who shows great courage; the central figure in an event, period or movement; or an object of extreme admiration and devotion.* After COVID-19, another definition should be added to the dictionary, healthcare professional.

Whereas, the City of Shawnee wishes to express appreciation for those healthcare professionals who are the embodiment of the word hero, who are making personal and professional sacrifices in the fight against the COVID-19 pandemic; and

Whereas, we recognize that the hardworking people who choose to battle this unyielding disease deserve our collective respect and appreciation for the critical and life-saving work being done, even when doing the job puts their own health at risk, and puts our families above their own; and

Whereas, we recognize that this critical work is relentless and being fought under extremely difficult circumstances, but they return on a daily basis to support the health of our communities through compassionate care and unrivaled dedication; and

Whereas, we are honored to join the Avedis Foundation in celebrating SSM Health St. Anthony Hospital - Shawnee and the heroes who are on the front lines working tirelessly to help others during their greatest time of need, especially during this period when our city, state and country are in the peak of the COVID-19 pandemic;

Whereas, all citizens are asked to show their support by wearing blue and attending the virtual Facebook Live celebration on December 17, 2020 at 10:00 a.m. They can also express their appreciation by mailing thank you messages to 1102 W MacArthur, Shawnee, OK 74804.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim the week of December 13, 2020, to be:

“SSM Health St. Anthony Hospital - Shawnee Healthcare Heroes Appreciation Week”

In the City of Shawnee, Oklahoma
Dated this 7TH day of December 2020

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk



Regular Board of Commissioners

7.

Meeting Date: 12/07/2020

Cleaning Services

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration to enter into a professional service contract for building cleaning services.

Attachments

Memo

Quotes



Office of the Director of Operations

Date: December 3, 2020
To: Mayor and Commissioners
From: James Bryce, Director of Operations
RE: Janitorial Services

Staff is requesting authorization to hire a professional janitorial company to clean City Hall, Planning and Engineering building, Senior Center, and the Library five evenings a week. Currently there are two janitorial employees that are responsible for cleaning these four buildings along with CDBG (227 N. Broadway), Community Center, and the Auditorium.

Reasons for hiring a Janitorial Company:

1. Cleaning would be done after hours when the buildings are empty. Current staff gets pulled away during the day to do other things.
2. Consistent cleaning every day. Since we only have two janitorial staff cleaning is difficult to keep up with when one is sick or on vacation with no back up. The Janitorial Company would now be responsible for covering the shift and making sure the cleaning got done.
3. Special attention on disaffecting due to COVID-19.
4. Janitorial company supplies their own cleaning chemicals and equipment.
5. Personnel cost would exceed the cost of the Janitorial Company if we were to hire enough staff to clean what the Janitorial company is going to do.
6. Current staff will be reassigned to:
 - A. Diagnose and remedy emergency maintenance calls during the day,
 - B. Maintain Janitorial supply stock,
 - C. Clean less trafficked buildings, and
 - D. Begin training in lite maintenance duties.

Staff received interest from three different janitorial companies. Each firm was provided a list of duties and given tours of each facility. Each company provided the following monthly cost quote:

Jani-King \$6038.23/month

Service Master \$6067.00/month

Teddy's Cleaning Service \$7500.00/month

The total cost per year would be \$72,458.76 for the lowest quote, Jani-King.

Statutory competitive bidding is not required for professional service contracts. The funding for the services has been approved by finance to be funded from the General Fund.

11/2/2020

James Bryce
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Dear James:

As owner of ServiceMaster Commercial Services, I am proud to provide a proposal in your search for a janitorial partner. This opportunity means a great deal to our company, and I have challenged our team to make sure we leave nothing undone as we work to fulfill the needs of the City of Shawnee.

I am certain that during this process you will hear a lot about our capabilities, experience and history. We are justifiably proud of our company, just like all of the fine companies you will interview are proud of their achievements. I believe what sets us apart, however, is the shared values and vision of our management and staff relative to our corporate objectives:

Honor God in all we do
Help People Develop
Excel With Customers
Grow Profitably

We believe these objectives provide a clear roadmap for how we are to run our business, deliver our services, and treat our customers and employees. We understand we may not always be perfect, but I promise that you will find no other organization that will work longer, harder or more diligently to make your experience with ServiceMaster Commercial Services a remarkable one.

I am hopeful you will choose ServiceMaster Commercial Services as your janitorial service partner and I commit my full energy and that of my team to the transition and successful management of your account.

Sincerely,

Brad and Mike Duncan
Owners
ServiceMaster Commercial Services

Pricing Analysis

11/2/2020

James Bryce
City of Shawnee
16 West 9th Street
Shawnee, OK 74801

Based on your task schedule, the costs of housekeeping and sanitization, including on the job supervision and management, are as follows:

<u>Item</u>	<u>Monthly</u>
Janitorial Services	\$6067.00

NOTES:

1. This quote is based on a 5 day per week service, provided after the close of business.
2. All cleaning equipment and supplies will be provided at no additional charge. Customer will provide all paper products, trash container liners, and hand soaps.
3. A Certificate of Insurance can be provided upon request.
4. This price is based on your Task Schedule.

ServiceMaster Commercial Services Contract Cleaning Services Agreement

THIS AGREEMENT made this _____, by and between ServiceMaster Commercial Services (ServiceMaster Clean) and City of Shawnee (Client).

Whereas, ServiceMaster Clean conducts a janitorial service rendered on an individual contract basis in commercial facilities, office buildings, schools, stores and other locations, as an independent business licensed by ServiceMaster Residential/Commercial Services L.P., DBA ServiceMaster Clean ("Franchisor") and not as an agent or partner of its Franchisor.

Whereas, Client desires ServiceMaster Clean to supply contract-cleaning services to the property commonly known as City of Shawnee in Shawnee, Oklahoma 74801.

NOW THEREFORE, the Parties agree as follows:

1. Task Schedule. Beginning on _____, ServiceMaster Clean will provide contract cleaning services for the area to be serviced described in the "Task Schedules," a true and accurate copy of which is attached to this Agreement. ServiceMaster Clean agrees that the janitorial services to be provided shall be conducted according to the guidelines agreed upon between the Client and ServiceMaster Clean.
2. Personnel. All personnel furnished by ServiceMaster Clean are employees of ServiceMaster Clean, and ServiceMaster Clean will pay all salaries and expenses of, and all applicable federal and state taxes relating to, such personnel. For all purposes of this contract, ServiceMaster Clean will be considered and independent contractor of the Client, and will not act as an agent, servant, or employee of the Client, or make any commitments or incur any obligations on behalf of the Client without its express written consent. Client may request the removal of any ServiceMaster Clean employee whose conduct is unsatisfactory to Client.
3. Covenants. During the term of this Agreement and for one (1) year thereafter, the Client shall not directly or indirectly hire any person employed by ServiceMaster Clean. Client shall not, at any time, disclose to a competitor any pricing or bid information designated as confidential by ServiceMaster Clean.
4. Terms. The terms of the Task Schedule or of the price stated in paragraph 5, may be modified at any time by the mutual execution of written change orders by the parties on the form prescribed by the "Change Order" attached hereto. All executed change orders shall become part of this Agreement. ServiceMaster Clean will give the Client thirty (30) days prior notice of any price change for services rendered pursuant to the Task Schedule. Client will notify ServiceMaster Clean of any changes in service times, any alterations to the furnishings, floor, wall or ceiling surfaces at the Client's premises, or any other change which affects the Task Schedule and consequently the contract price. This Agreement shall continue in effect from the date services are to begin, for a period of one (1) year periods unless terminated.
5. Payment. The Client shall make payment to ServiceMaster Clean for janitorial services rendered at the rate(s) of \$6,067 per month.

Services:

The first invoice will be issued on the first day that services are rendered and shall be payable in fourteen (14) days. Subsequent billings and due dates will be monthly.

Client's failure to pay the full amount due within thirty (30) days of any invoice shall, at the election of ServiceMaster Clean, be deemed to be a default and termination without notice by Client. A late charge

calculated at 1½ % per month will be charged to Client on any overdue unpaid balance. Client shall pay ServiceMaster Clean its costs and expenses, including reasonable attorney's fees paid or incurred in enforcing the terms of this Agreement.

6. ServiceMaster Clean will perform all services required under this Agreement, except when prevented by strike, lockout, act of God, accident or other circumstances beyond its control.
7. Insurance. ServiceMaster Clean shall provide the insurance coverage set forth below, and deliver to Client certificates of insurance upon request.
 - a. Comprehensive Liability:

Bodily Injury Liability: \$500,000.00 per person and \$1,000,000.00 per occurrence.
Property Damage Liability: \$500,000.00 per occurrence and \$1,000,000.00 aggregates.
 - b. Worker's Compensation Coverage. \$100,000.00, or as required by law.
8. Termination. This Agreement may be terminated by either party by giving thirty (30) days written notice by certified mail, return receipt requested, addressed to the other party at the address indicated below. In the event thirty (30) days notice is not given, or if Client is deemed to have terminated by default by failing to tender payment when due, or by Client's conduct, which makes ServiceMaster Clean's performance impossible (including a demand for the return of all Client's keys) then ServiceMaster Clean shall have no obligation to continue its performance, and Client shall pay ServiceMaster Clean an amount equal to an additional thirty (30) days of billing as liquidated damages. This additional thirty (30) days of billing shall be calculated from a) the date upon which Contract Service are last performed; or b) the last date of the billing period during which any default or un proper termination occurs, whichever is later.
9. This Agreement contains all of the covenants and agreements between the parties, and may not be modified except in writing, signed by both parties.

CLIENT

SERVICEMASTER CLEAN

By _____

Authorized Agent

Address: 16 West 9th Street
Shawnee, OK 74801

Address: Post Office Box 1206
Shawnee, OK 74802

By: _____
Individual Guarantor (if Corporation)

TEDDY'S CLEANING SERVICE - TED FOWLER

PO Box 552 CHANDLER, OK 74834 * 405-202-2401

EMAIL: 4TEDFOWLER@GMAIL.COM

Janitorial Bid: City of Shawnee

Janitorial Service Agreement

This Janitorial Service Agreement is made and entered into effective as of the date of acceptance, by and between Teddy's Cleaning Service - Ted Fowler and City of Shawnee.

Services are for the Annex:

The cleaning schedule is to be five (5) times per week; S M T W T after daily business hours.

Annex Cleaning List:

Nightly:

- Deep clean Public restrooms and restock if needed (paper products provided by City)
- Mop restroom floors each night
- Sweep and Mop Lobby, public floors and hallways, and kitchen each night
- Wipe down and sanitize tables and counters each night
- Pull trash from all areas each night and take to dumpster

Twice a week:

- Vacuum all areas with carpet
- Sweep out corners as needed throughout building
- Clean kitchen sink (no dishes)
- Clean all entry door glass

Once a month:

- Dust top of filing cabinets
- Deep clean lobby

Upon request, all carpet will be cleaned at the additional charge of 20 cents per square foot; all waxed flooring will be stripped and waxed at the additional charge of 75 cents per square foot; and all windows will be cleaned inside and outside at the additional charge of 2 dollars per window per side.

Cost & Terms of Service

Total Cost for Janitorial Services = \$ 1450.00 per month.

The cost for janitorial services includes all labor, equipment and insurance necessary to perform the job stated above. No paper products, trash liners, or hand soaps provided.

Terms: Either party may cancel with 30 days written notice. . A statement will be sent on the 15th and the 30th of each month.

Teddy's Cleaning Service - Ted Fowler X

Date

ACCEPTANCE OF JANITORIAL SERVICE AGREEMENT: By signing below, we hereby accept and agree with the above stated costs, terms and conditions. Teddy's Cleaning Service - Ted Fowler is authorized to begin services and payment will be made as outlined.

Authorization: X _____ Date _____

Thank you for your consideration!

TEDDY'S CLEANING SERVICE - TED FOWLER

PO Box 552 CHANDLER, OK 74834 * 405-202-2401

EMAIL: 4TEDFOWLER@GMAIL.COM

Janitorial Bid: City of Shawnee

Janitorial Service Agreement

This Janitorial Service Agreement is made and entered into effective as of the date of acceptance, by and between Teddy's Cleaning Service - Ted Fowler and City of Shawnee.

Services are for City Hall:

The cleaning schedule is to be five (5) times per week; S M T W T after daily business hours.

City Hall Cleaning List:

Nightly:

- Deep clean Public restrooms and Staff restrooms and restock if needed (paper products provided by City) (five restrooms)
- Mop restroom floors each night
- Sweep and Mop all floors each night
- Pull trash from all areas each night and take to dumpster
- Wipe down and sanitize all tables and counters including commission chambers

Twice a week:

- Vacuum all rooms with carpet
- Sweep out corners as needed throughout building
- Clean all entry door glass

Once a Month:

- Dust top pf shelving and cases
- Deep clean lobby and public area floors

Upon request, all carpet will be cleaned at the additional charge of 20 cents per square foot; all waxed flooring will be stripped and waxed at the additional charge of 75 cents per square foot; and all windows will be cleaned inside and outside at the additional charge of 2 dollars per window per side.

Cost & Terms of Service

Total Cost for Janitorial Services = \$ 2150.00 per month.

The cost for janitorial services includes all labor, equipment and insurance necessary to perform the job stated above. No paper products, trash liners, or hand soaps provided.

Terms: Either party may cancel with 30 days written notice. . A statement will be sent on the 15th and the 30th of each month.

Teddy's Cleaning Service - Ted Fowler **X**

Date

ACCEPTANCE OF JANITORIAL SERVICE AGREEMENT: By signing below, we hereby accept and agree with the above stated costs, terms and conditions. Teddy's Cleaning Service - Ted Fowler is authorized to begin services and payment will be made as outlined.

Authorization: **X** _____ Date _____

Thank you for your consideration!

TEDDY'S CLEANING SERVICE - TED FOWLER

PO Box 552 CHANDLER, OK 74834 * 405-202-2401

EMAIL: 4TEDFOWLER@GMAIL.COM

Janitorial Bid: City of Shawnee

Janitorial Service Agreement

This Janitorial Service Agreement is made and entered into effective as of the date of acceptance, by and between Teddy's Cleaning Service - Ted Fowler and City of Shawnee.

Services are for Library. .

The cleaning schedule is to be five (5) times per week; S M T W T after daily business hours.

Library Cleaning list

Nightly

- Deep clean Public restrooms and Staff restrooms and restock if needed (paper products provided by City)
- Mop restroom floors each night
- Sweep and Mop Kitchen each night
- Wipe down and sanitize counter and table in kitchen each night
- Wipe down and sanitize tables and desks in public area each night
- Sweep and Mop Lobby and public floors each night
- Pull trash from all areas each night and take to dumpster

Twice a week

- Sweep and Mop community rooms
- Vacuum conference room, Directors office, and children's story room
- Sweep out corners as needed throughout building
- Clean kitchen sink (no dishes)
- Clean all entry door glass

Once a month

- Dust top of shelving
- Deep clean lobby and public area floors
- Sweep and Mop computer room

Upon request, all carpet will be cleaned at the additional charge of 20 cents per square foot; all waxed flooring will be stripped and waxed at the additional charge of 75 cents per square foot; and all windows will be cleaned inside and outside at the additional charge of 2 dollars per window per side.

Cost & Terms of Service

Total Cost for Janitorial Services = \$ 1950.00 per month.

The cost for janitorial services includes all labor, equipment and insurance necessary to perform the job stated above. No paper products, trash liners, or hand soaps provided.

Terms: Either party may cancel with 30 days written notice. . A statement will be sent on the 15th and the 30th of each month.

Teddy's Cleaning Service - Ted Fowler **X**

Date

ACCEPTANCE OF JANITORIAL SERVICE AGREEMENT: By signing below, we hereby accept and agree with the above stated costs, terms and conditions. Teddy's Cleaning Service - Ted Fowler is authorized to begin services and payment will be made as outlined.

Authorization: **X** _____ Date _____

TEDDY'S CLEANING SERVICE - TED FOWLER

PO Box 552 CHANDLER, OK 74834 * 405-202-2401

EMAIL: 4TEDFOWLER@GMAIL.COM

Janitorial Bid: City of Shawnee

Janitorial Service Agreement

This Janitorial Service Agreement is made and entered into effective as of the date of acceptance, by and between Teddy's Cleaning Service - Ted Fowler and City of Shawnee.

Services are for Senior Center.

The cleaning schedule is to be five (5) times per week; S M T W T after daily business hours.

Senior Recreation Center and Municipal Auditorium Cleaning

Nightly:

- Deep Clean SRC and MA restrooms and restock if needed (paper products provided by City)
- Mop restroom floors each night
- Mop hallway floors in all areas
- Wipe down and sanitize tables in Wood Room, Recreation Room, Card Room, WP Wood room, and Service counter
- Sweep and Mop Wood Room and Recreation Room floors
- Sweep Corners in Exercise/Dining Room and Mop Exercise/Dining Room floor
- Vacuum SRC front entry way and floor mat by SRC back patio
- Pull trash from all activity areas, restrooms, and hallways and take to dumpster

Twice a Week:

- Sweep floors in Craft Rooms and Card Room (under tables as well)
- Sweep and Mop kitchen floors
- Clean kitchen sinks (no dishes)
- Clean all entry door glass and exercise/dining room

Once a Month:

- Dust tops of big screen TV's
- Deep Clean exercise room floor
- Deep clean Wood Room floor

Upon request, all carpet will be cleaned at the additional charge of 20 cents per square foot; all waxed flooring will be stripped and waxed at the additional charge of 75 cents per square foot; and all windows will be cleaned inside and outside at the additional charge of 2 dollars per window per side.

Cost & Terms of Service

Total Cost for Janitorial Services = \$ 1950.00 per month.

The cost for janitorial services includes all labor, equipment and insurance necessary to perform the job stated above. No paper products, trash liners, or hand soaps provided.

Terms: Either party may cancel with 30 days written notice. . A statement will be sent on the 15th and the 30th of each month.

Teddy's Cleaning Service - Ted Fowler **X**

Date

ACCEPTANCE OF JANITORIAL SERVICE AGREEMENT: By signing below, we hereby accept and agree with the above stated costs, terms and conditions. Teddy's Cleaning Service - Ted Fowler is authorized to begin services and payment will be made as outlined.

Authorization: **X** _____ Date _____

References

National Customers

PGA of America
Live Nation/House of Blues
Spectra
Republic Services
PepsiCo/Frito Lay
Harris Teeter



Medical

Select Medical
ATI Physical Therapy
North Memorial Health Hospital



HOSPITALITY CUSTOMERS

Marriott
Hilton
Winstar Hotel and Casino
Riverwind Hotel and Casino
Wyndham Vacation Ownership
Vacation Villages



STADIUM/ARENA CUSTOMERS

AT&T Stadium
New Era Field
FedExField
Globe Life Field
Bridgestone Arena
Chesapeake Energy Arena
Allianz Field
Daytona International Speedway
Texas Motor Speedway



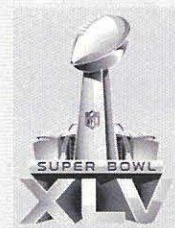
UNIVERSITY CUSTOMERS

University of Florida
University of Oklahoma
University of North Carolina
University of Oregon
University of Washington
Kansas University
Kansas State University



Credentials

Jani-King has the experience to meet the diverse needs of large global events. The following organizations have recognized Jani-King as an outstanding service partner at their events.



Win-Win Partnerships

With more than 85 team, venue and organization partnerships, Jani-King has the experience to meet the diverse needs of any stadium or venue.

Jani-King develops partnerships by building strong relationships at both the corporate and local level. By having the backing of Jani-King's global headquarters, combined with support and execution from a local office, our partners can be confident that all obligations will be upheld and service goals satisfied.

Our unique position has also helped many of our partners reach their goals through what has typically been a non-traditional sponsor category.



PGA



Jani-King Oklahoma, Inc.
3535 NW 58th St., Suite 200
Oklahoma City, Oklahoma 73112
(405) 943-5464

United States

Alexandria • Atlanta • Augusta
Austin • Baltimore
Baton Rouge • Birmingham
Buffalo • Charleston
Charlotte • Chattanooga
Chicago • Cincinnati
Cleveland • Columbia, MO
Columbia, SC • Columbus
Dallas • Dayton • Denver
Des Moines • Detroit
Dothan • El Paso
Eugene/Salem • Fort Myers
Fort Worth • Grand Rapids
Green Bay • Greensboro
Greenville/Spartanburg
Hampton Roads • Hartford
Hawaii • Houston
Huntsville • Indianapolis
Jackson • Jacksonville
Kansas City • Knoxville
Lafayette/Lake Charles
Las Vegas • Lexington
Little Rock
Los Angeles/Colton
Louisville • Macon
Madison • Memphis
Miami • Milwaukee
Minneapolis
Mississippi Coast
Mobile • Monroe
Montgomery • Myrtle Beach
Nashville • New Jersey
New Mexico • New Orleans
New York • Oklahoma City
Omaha • Orlando
Pensacola • Philadelphia
Phoenix • Pittsburgh
Portland • Raleigh/Durham
Reno • Rhode Island
Richmond
Roanoke/Lynchburg
SE Mississippi
Sacramento
Salt Lake City
San Antonio • San Diego
San Francisco/Oakland
Savannah • Seattle
Shreveport • Springfield
St. Louis • Tallahassee
Tampa Bay • Tri-Cities
Tucson • Tulsa
Washington, D.C. • Wichita

Australia

Bahrain

Belgium

Brazil

Canada

Great Britain

Mexico

New Zealand

Portugal



10/26/20

Pioneer Library System -Shawnee Public Library
James Bryce
101 N. Philadelphia Ave
Shawnee OK 74801

Dear Mr. Bryce

Thank you for the time and interest you have afforded me concerning the subject of housekeeping for your facility. Jani-King of Oklahoma, Inc. appreciates this opportunity.

Enclosed is our completed proposal for a professionally operated cleaning program, including Jani-King of Oklahoma, Inc. ' s cleaning schedule.

The total monthly charge represents your only cost, and is inclusive of:

- All labor
- All supervision, via our Franchise Owner
- All material for cleaning
- All equipment for cleaning
- All payroll, payroll taxes, insurance, etc.

Each individual who will provide services to your facility is fully covered by an insurance program that protects you and your business in several ways. This comprehensive program provides complete coverage, including General Liability, Employee Dishonesty Bond, and Workers ' Compensation insurance.

Please contact me at (405) 943-5464 in the event you have questions regarding this proposal or for additional information you deem necessary in assessing our proposal.

Trusting we may be of service,

Stacy Karum
Account Executive
Jani-King of Oklahoma, Inc.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY)

5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED 1335106 JANI-KING INTERNATIONAL, INC. JANI-KING LEASING CORPORATION JANI-KING FRANCHISING, INC. JANI-KING, INC. AND ITS SUBSIDIARIES 16885 DALLAS PARKWAY ADDISON TX 75001	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: The Continental Insurance Company		35289
	INSURER C: Great American Insurance Company		16691
	INSURER D: Employers Insurance Company of Wausau		21458
	INSURER E:		
INSURER F:			

COVERAGES * CERTIFICATE NUMBER: 3633281 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	TB2-695-450953-210	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	AS2-691-438428-010	6/1/2020	6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTIONS	N	N	6011442257	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WCC-695-456062-890	6/1/2020	6/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BLANKET EMP DISHONESTY	N	N	SAA 024-90-47-08-00	6/1/2020	6/1/2021	\$2,000,000 Each Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JANI-KING OF OKLAHOMA, INC., 3535 NW 58TH STREET, SUITE 200, OKLAHOMA CITY, OK 73112.

CERTIFICATE HOLDER

3633281
SPECIMEN
OK

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THE JANI-KING FRANCHISE CONCEPT

Founded in 1969, Jani-King has transformed service standards across the commercial cleaning industry through its franchise model. Today, our success and your results are proof that our dedicated owner-operators continue to deliver the highest-level of service.

JANI-KING recognized long ago that serious issues existed with conventional cleaning services. These problems stemmed from a lack of proper supervision, poor communication, and little concern for a job well done.

At JANI-KING, we believe that quality results are directly related to an individual's training, motivation, and accountability. By partnering with dedicated individuals who possess the skills to consistently supervise and motivate cleaning personnel, Jani-King has become the solution to those problems.

JANI-KING FRANCHISEES make it their business to care for your business. In fact, the health and appearance of your building is as important to our franchisees as it is to you. That's the Jani-King difference, and it's what sets us apart from conventional cleaning companies.

Every AUTHORIZED JANI-KING FRANCHISEE has successfully completed an extensive training program and has the procedures, equipment, insurance, bonding and support necessary to be an essential part of your cleaning program. Jani-King's support combined with our franchisees' experience and dedication to your account is simply unequalled.

It is a pleasure to share the JANI-KING program with you; a program that has proven to be the solution to cleaning problems encountered by building managers around the world.

Please do not hesitate to call us for any additional information you may need.

GENERAL PROCEDURES

I. Accountability

JANI-KING will communicate regularly with management concerning all work performed.

All JANI-KING franchisees and their personnel will be trained to perform to the best of their ability to accomplish agreed cleaning results.

Regular service inspections by Jani-King representatives will be completed to ensure the highest standards are maintained.

II. Wage Scale

All JANI-KING franchisee personnel will be paid no less than the minimum wage required by Federal Law.

Work hours, work week, job methods, procedures, pay periods, and pay scale will be agreed to by all necessary parties before entering your facility.

III. Security Procedures and Insurance

JANI-KING representatives and franchisees will work closely with management regarding the use of qualified personnel.

Before leaving the building, JANI-KING representatives will check to ensure that the building is properly secured.

JANI-KING will provide all necessary insurance and bonds for all JANI-KING representatives.

ADDITIONAL CLEAN OPTIONS

Any additional cleans or services may be performed, upon request, for an additional fee.

Carpet Shampoo	\$ 0.20 cents per square foot (\$100 minimum)	<i>Initial to Authorize</i> _____
Strip, reseal and refinish tile floors	\$ 0.30 cents per square foot (\$150 minimum)	<i>Initial to Authorize</i> _____
Window Washing (Interior)	\$ Per Request per square foot of surface glass	<i>Initial to Authorize</i> _____
Window Washing (Exterior)	\$ Per Request per square foot of surface glass	<i>Initial to Authorize</i> _____

OTHER SERVICES

1. Defective or inoperable building equipment will be brought to the attention of CLIENT, for example:
 - leakage or problem plumbing.
 - defective lights or lighting.
 - doors and/or gates not properly secured.
 - other unusual circumstances that might affect the security, maintenance or effectiveness of the facility.
2. A Teflon-type carpet protector will be applied, upon request, for an additional fee.
3. An anti-static material will be applied to all carpeting, upon request, for an additional fee.
4. Care will be exercised so that baseboards, walls, and furniture will not be splashed, marred, and disfigured or damaged during these or any other scheduled operations.
5. Janitor closets, equipment, and materials will be kept in a neat, clean, and orderly condition at all times.
6. Any emergency cleaning accomplished for a nominal fee.



JANI-KING MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Oklahoma, Inc. ("Jani-King") and City Hall Annex ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 2_____.
- 1.2. The term of this Agreement shall be for 1 year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas five (5) times per week on the days checked:

Monday ✓ Tuesday ✓ Wednesday ✓ Thursday ✓ Friday ✓ Saturday Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King franchisee personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or employees of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second

notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands

this ____ day of _____, 20 ____.

Jani-King of Oklahoma	City Hall Annex Client Name
Signature of Jani-King's Authorized Agent	Signature of Client's Authorized Agent
_____ Print Name/Title	_____ Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
3535 NW 58th Street, Ste 200	222 N Broadway Ave
Oklahoma City, OK 73112	Shawnee, OK 74801
Address	Address
3535 NW 58th Street, Ste 200	222 N. Broadway Ave
Oklahoma City, OK 73112	Shawnee, OK 74801
City, State, ZIP	City, State, ZIP

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean Option, Pricing Schedule, Additional Cleans Option

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Customer Name: City Hall Annex
Street: 222 N. Broadway Ave.
City: Shawnee
State: Oklahoma 74801
Building Name(s): City Hall Annex

Named Areas:

A.	Lobby, Kitchen, Hallways, Entry, Offices.
B.	Restrooms
C.	
D.	
E.	

Nightly Cleaning

A. Lobby, Kitchen, Hallways, Entry, Offices.

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Sweep and mop lobby, common areas, Hallways and Kitchen floors.
3. Wipe down and sanitize all tables and countertops.
4. Clean all entryway glass and remove any fingerprints from door frames.

B. Restrooms

1. Stock towels, tissue, and hand soap. (Client to furnish)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.

Twice Weekly Cleaning

A. Lobby, Kitchen, Hallways, Entry, Offices.

1. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.
2. Thoroughly sweep out all corners and along walls throughout facility
3. Clean sink in kitchen (no dishes).

Monthly Cleaning

A. Lobby, Kitchen, Hallways, Entry, Offices.

1. Complete all high dusting not reached in the above-mentioned cleaning, including the tops of all shelving.
2. Deep clean lobby.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Seven Hundred Ninety-Nine and 00/100 Dollars (\$799.00) (Tax Not Included)

Client's Authorizing Signature Print Name/Title	Jani-King Signature Stacy Karum/Account Executive Print Name/Title
--	--



JANI-KING MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Oklahoma, Inc. ("Jani-King") and Shawnee City Hall ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 2_____.
- 1.2. The term of this Agreement shall be for 1 year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas five (5) times per week on the days checked:

Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday _____ Sunday _____

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King franchisee personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or employees of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second

notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands

this ____ day of _____, 20____.

Jani-King of Oklahoma	Shawnee City Hall Client Name
Signature of Jani-King's Authorized Agent	Signature of Client's Authorized Agent
Print Name/Title	Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
3535 NW 58th Street, Ste 200	16 W. 9th Street
Oklahoma City, OK 73112	Shawnee, OK 74801
Address	Address
3535 NW 58th Street, Ste 200	16 W. 9th Street
Oklahoma City, OK 73112	Shawnee, OK 74801
City, State, ZIP	City, State, ZIP

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean Option, Pricing Schedule, Additional Cleans Option

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Customer Name: Shawnee City Hall
Street: 16 W. 9th Street
City: Shawnee
State: OK 74801
Building Name(s): Shawnee City Hall

Named Areas:

A.	1st and 2nd Floors: Stairways, Offices, Elevators, Entryway, Hallways, Basement.
B.	Restrooms
C.	
D.	1st floor – East hald of floor, plan on cleaning 90% of office space.
E.	2nd Floor – East Half of floor, hallways, restrooms, stairs and elevators

Nightly Cleaning

A. 1st and 2nd Floors: Stairways, Offices, Elevators, Entryway, Hallways, Basement.

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Sweep and mop all floors, including stairwells and elevators.
3. Wipe down and sanitize all desks, tables, and counters including commission chambers.
4. Clean all entryway glass and remove fingerprints from frames.

B. Restrooms - All Levels

1. Stock towels, tissue, and hand soap. (Client to furnish)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.

Weekly Cleaning

A. 1st and 2nd Floors: Stairways, Offices, Elevators, Entryway, Hallways, Basement.

1. Dust all vertical and horizontal surfaces of desks, file cabinets, chairs, tables and other office furniture.
2. Thoroughly vacuum all carpeting, taking care to get into corners, along edges, and beneath furniture.
3. Spot clean glass throughout building to leave in best possible condition.
4. Thoroughly sweep all hard surface floors throughout building taking care to get into corners and along edges..
5. Damp mop hard surface floors, taking care to get into corners, along edges and beneath furniture.

Monthly Cleaning

A. 1st and 2nd Floors: Stairways, Offices, Elevators, Entryway, Hallways, Basement.

1. Dust top of shelving and cases.
2. Deep clean lobby and public areas.
3. Complete all high dusting not previously hit.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Two Thousand Three Hundred Seven and 51/100 Dollars (\$2307.51) (Tax Not Included)

Client's Authorizing Signature Print Name/Title	Jani-King Signature <u>Stacy Karum/Account Executive</u> Print Name/Title
--	--



JANI-KING MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Oklahoma, Inc. ("Jani-King") and Pioneer Library System ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 2_____.
- 1.2. The term of this Agreement shall be for 1 year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas five (5) times per week on the days checked:

Monday ☒ Tuesday ☒ Wednesday ☒ Thursday ☒ Friday ☒ Saturday ☐ Sunday ☐

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King franchisee personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or employees of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second

notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands

this ____ day of _____, 20 ____.

Jani-King of Oklahoma	<u>Pioneer Library System - Shawnee Public Library</u> Client Name
Signature of Jani-King's Authorized Agent	Signature of <u>Client's</u> Authorized Agent
_____ Print Name/Title	_____ Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
3535 NW 58th Street, Ste 200	101 N. Philidelphie Ave.
Oklahoma City, OK 73112	Shawnee, OK 74801
Address	Address
3535 NW 58th Street, Ste 200	101 N. Philidelphia Ave.
Oklahoma City, OK 73112	Shawnee, OK 74801
City, State, ZIP	City, State, ZIP

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean Option, Pricing Schedule, Additional Cleans Option

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Customer Name: Pioneer Library System
Street: 101 N. Philadelphia Ave
City: Shawnee
State: Oklahoma 74801
Building Name(s): Shawnee Public Library

Named Areas:

A.	Kitchen, Lobby, Community Rooms, Conference Room, Computer Room.
B.	Restrooms
C.	
D.	
E.	

Nightly Cleaning

A. Kitchen, Lobby, Community Rooms.

1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
2. Vacuum carpeting. Jani-King will not be responsible for removal of staples from carpets.
3. Damp wipe and sanitize all horizontal surfaces to remove coffee rings and spillage, as needed, including tables and chairs throughout all areas.
4. Dust mop hard surface floors with a treated dust mop.
5. Damp mop hard surface floors to remove any spillage from soiled areas.
6. Damp wipe entryway metal and clean fingerprints from entrance glass.
7. Spot clean partition glass.
8. Inspect and pick up, as needed, building entrance area.

B. Restrooms

1. Stock towels, tissue, and hand soap. (Client to furnish)
2. Empty sanitary napkin receptacles and wipe with a disinfectant.
3. Empty trash receptacles and wipe if needed.
4. Clean and polish mirrors.
5. Wipe towel cabinet covers.
6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
7. Toilet seats to be cleaned on both sides using a disinfectant.
8. Scour and sanitize all basins. Polish bright work.
9. Dust partitions, top of mirrors, and frames.
10. Remove splash marks from walls around basins.
11. Mop and rinse restroom floors with a disinfectant.

Twice Weekly Cleaning

A. Kitchen, Lobby, Community Rooms, Conference Room.

1. Thoroughly vacuum all carpeting in conference room, taking care to get into corners, along edges, and beneath furniture.
2. Thoroughly sweep out all corners and along walls throughout facility
3. Clean sink in kitchen (no dishes).

Monthly Cleaning

A. Kitchen, Lobby, Community Rooms, Conference Room, Computer Room.

1. Complete all high dusting not reached in the above-mentioned cleaning, including the tops of all shelving.
2. Deep clean lobby and public area floors.
3. Sweep and mop computer room.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Thousand One Hundred Eighty-Nine and 02/100 Dollars (\$1971.20) (Tax Not Included)

Client's Authorizing Signature Print Name/Title	Jani-King Signature Stacy Karum/Account Executive Print Name/Title
--	---



JANI-KING MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made as of the Effective Date below by and between Jani-King of Oklahoma, Inc. ("Jani-King") and Shawnee Senior Center ("Client").

1. PERFORMANCE OF SERVICES

- 1.1. Performance of the services scheduled shall begin the _____ day of _____, 2_____.
- 1.2. The term of this Agreement shall be for 1 year from the date services are scheduled to begin.
- 1.3. Jani-King will provide the services described in Exhibit A ("Services") to the "Named Areas" which are defined in Exhibit A.
- 1.4. The Services shall be performed at the location(s) listed on Exhibit A.
- 1.5. Jani-King agrees to provide the Service to the Named Areas five (5) times per week on the days checked:

Monday ✓ Tuesday ✓ Wednesday ✓ Thursday ✓ Friday ✓ Saturday Sunday

- 1.6. Jani-King agrees to furnish all equipment and tools necessary to provide the Services.
- 1.7. Client warrants that the Named Areas are free of asbestos and other hazardous materials. Client hereby agrees to hold Jani-King and its authorized franchise owners harmless from any liability resulting from any Jani-King franchisee personnel's exposure to hazardous or harmful materials located in the Named Areas.

2. PAYMENT OF SERVICES

- 2.1. Client agrees to pay to Jani-King each month the total minimum sum stated in the Pricing Schedule, attached hereto as Exhibit A, on or before the last day of each month the Services are rendered. Client also agrees to pay for any charges relating to an Initial Clean Option and any authorized additional cleans options, as described in Exhibit A, and any sales or use tax levied by a taxing authority on the value of the Services or supplies purchased. Client agrees that all payments made to Jani-King shall only be considered paid and properly credited when delivered to the address listed on the invoice.
- 2.2. Credits for holidays were pre-determined and given as part of the monthly charge herein, and no other adjustments will be made for those holidays.
- 2.3. From time to time, as the parties may agree, the monthly charge to be paid by Client may be increased or decreased to reflect an increase or decrease in the area of space serviced and the kind, amount, or frequency of the Service. Any modifications will only be binding if in writing and signed by both parties. In the event mutual agreement relating to frequency of service, type of service, space serviced, or amount to be paid cannot be reached, the frequency of service, type of service, space serviced or amount to be paid shall remain unchanged.

- 2.4. It is expressly agreed that the total minimum sum stated in the Pricing Schedule may be increased (i) annually by Jani-King by a percentage amount not to exceed the annual increase of the Consumer Price Index as most recently published in the Wall Street Journal, or (ii) by Jani-King at any time in the event of an increase in any applicable federal, state, or local minimum wage, living wage, or other wage required by law, in an amount necessary to comply with such an increase.
- 2.5. In the event payment for Services is not received within thirty (30) days from the date such payment is due, Jani-King may suspend Services to Client until such time Client has paid for all services rendered to date. Suspension of services by Jani-King under this Section shall not deprive Jani-King of any of its remedies or actions against Client for past or future payments due under this Agreement, nor shall the bringing of any action for payment of services or other rights contained herein be construed as a waiver of any Jani-King rights. Jani-King also reserves the right to cease providing services on trade credit and require that payments be made in advance if it deems Client to be a credit risk.

3. INDEPENDENT BUSINESS RELATIONSHIP

- 3.1. It is expressly agreed that the Services will be provided by an authorized Jani-King franchise owner and/or employees of the franchise owner.
- 3.2. Jani-King and all authorized representatives are not employees of Client but are independent contractors. All Jani-King authorized franchise owners and the employees of the franchise owner will not be within the protection or coverage of Client's Workers' Compensation Insurance and no withholding of Social Security, federal or state income tax or other deductions shall be made from the sums agreed to be paid to Jani-King herein, the same being contract payments and not wages.
- 3.3. Client agrees that during the term of this Agreement, and within one hundred and eighty (180) days after termination, that Client will not employ or engage as a contractor, any employees, agents, representatives, franchisees, or employees of franchisees of Jani-King without the express written consent of Jani-King. Jani-King agrees that during the term of this Agreement and within one hundred and eighty (180) days after termination, it will not employ or engage as a contractor, any employees, agents or representatives of Client without the express written consent of Client.

4. RENEWAL AND TERMINATION

- 4.1. This Agreement shall be automatically extended and renewed for additional one (1) year terms on the same terms and conditions, unless either party shall give written notice, as described herein, of termination at least thirty (30) days prior to the scheduled expiration date. Otherwise, this Agreement may only be terminated for non-performance as set out below.
- 4.2. Non-performance is defined as the failure to perform any act stipulated under this Agreement. Before any termination for non-performance is effective, the terminating party must give the other party written notice, as described herein, specifying in detail the nature of any defect or failure in performance. Upon the effective date of the receipt of notice of non-performance, the non-terminating party shall have thirty (30) days in which to cure the defect in performance (the "Cure Period") to the reasonable satisfaction of the terminating party. In the event the defect is not satisfactorily cured within the Cure Period, the terminating party shall provide written notification to the non-terminating party of the failure to satisfactorily cure the defect. In the event the second

notice is not received within five (5) days from the end of the Cure Period, all deficiencies will be deemed cured. In the event the second notice is received within the required time period, this Agreement shall then terminate thirty (30) days from the date of the second written notice.

- 4.3. All notices between Client and Jani-King shall be in writing. Any notice shall be deemed duly served if such notice is deposited, postpaid and certified, with the United States Postal Service, or a recognized common parcel courier providing express, receipted delivery to the address stated on the signature page of this Agreement for Jani-King or Client. All other notices, including notices personally delivered to individuals performing services under this Agreement, shall be ineffective. Either party may change the address of notice by providing the other party written notice of such change. Time is of the essence for all notices required under the terms of this Agreement.

5. GENERAL PROVISIONS

- 5.1. In the event it becomes necessary for either party to institute suit against the other to secure or protect its rights under this Agreement, the prevailing party shall be entitled to all associated costs of the suit, including reasonable attorney's fees, administrative fees, court costs and damages as part of any judgment entered in its favor.
- 5.2. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. This Agreement shall be binding on Jani-King at the time of execution by an authorized Jani-King agent. In the event this Agreement is executed by an authorized franchise owner of Jani-King, it shall not be binding on Jani-King until it has been approved and executed by an authorized Jani-King agent. Jani-King franchise owners are not authorized to bind Jani-King to this Agreement.
- 5.3. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
- 5.4. Jurisdiction and venue for any suit brought on this Agreement shall be in the governmental division of the county where the Jani-King regional office is located.
- 5.5. The parties acknowledge that this Agreement and the exhibits supersede all prior agreements, representations, and understandings of the parties. No changes to this Agreement will be effective unless signed by both parties and attached hereto.
- 5.6. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands

this ____ day of _____, 20____.

Jani-King of Oklahoma	Shawnee Senior Center Client Name
Signature of Jani-King's Authorized Agent	Signature of Client's Authorized Agent
Print Name/Title	Print Name/Title
Notice Address for Jani-King:	Billing and Notice Address of Client:
3535 NW 58th Street, Ste 200	401 N. Bell Ave.
Oklahoma City, OK 73112	Shawnee, OK 74801
Address	Address
3535 NW 58th Street, Ste 200	401 N. Bell Ave.
Oklahoma City, OK 73112	Shawnee, OK 74801
City, State, ZIP	City, State, ZIP

EXHIBIT A
TO JANI-KING MAINTENANCE AGREEMENT
Cleaning Schedule, Initial Clean Option, Pricing Schedule, Additional Cleans Option

Cleaning Schedule

Location(s) Where Services Will Be Performed:

Named Areas:

Customer Name: Shawnee Senior Center
Street: 401 N. Bell Ave.
City: Shawnee
State: Oklahoma 74801
Building Name(s): Senior Recreation Center and municipal Auditorium

A.	Recreation Room, Card Room, Wood Room, Exercise Room, Dining Room, Entryway, Kitchen, Craft Room.
B.	Restrooms
C.	
D.	
E.	

Nightly Cleaning

- A. Recreation Room, Card Room, Wood Room, Exercise Room, Dining Room, Entryway, Kitchen, Craft Room.**
1. Empty all trash receptacles, replace liners, as needed, and remove trash to a collection point. (Client to furnish trash receptacle liners)
 2. Vacuum all carpeting in front entryway and floor mats by the back patio.
 3. Wipe down and sanitize tables in wood room, recreation room, card room, wood room, and service counter.
 4. Thoroughly sweep and mop wood room and recreation room floors.
 5. Sweep floors paying attention to corners and along walls in exercise room, dining room, and mop both rooms.
- B. Restrooms**
1. Stock towels, tissue, and hand soap. (Client to furnish)
 2. Empty sanitary napkin receptacles and wipe with a disinfectant.
 3. Empty trash receptacles and wipe if needed.
 4. Clean and polish mirrors.
 5. Wipe towel cabinet covers.
 6. Toilets and urinals to be cleaned and sanitized inside and outside. Polish bright work
 7. Toilet seats to be cleaned on both sides using a disinfectant.
 8. Scour and sanitize all basins. Polish bright work.
 9. Dust partitions, top of mirrors, and frames.
 10. Remove splash marks from walls around basins.
 11. Mop and rinse restroom floors with a disinfectant.
 12. Clean entryway glass and remove fingerprints from frames.

Twice Weekly Cleaning

- A. Recreation Room, Card Room, Wood Room, Exercise Room, Dining Room, Entryway, Kitchen, Craft Room.**
1. Sweep floors in craft rooms and card rooms (under tables as well)
 2. Sweep and mop kitchen floors.
 3. Clean sinks in kitchen (no dishes)

Monthly Cleaning

A. Recreation Room, Card Room, Wood Room, Exercise Room, Dining Room, Entryway, Kitchen, Craft Room.

1. Dust the tops of all big screen TV's.
2. Deep clean exercise room floors.
3. Deep clean wood room floors.

PRICING SCHEDULE

The Service, as defined in the Agreement, will be performed for the monthly charge of:

Nine Hundred Sixty and 52/100 Dollars (\$960.52) (Tax Not Included)

_____ Client's Authorizing Signature	_____ Jani-King Signature
_____ Print Name/Title	<u>Stacy Karum/Account Executive</u> _____ Print Name/Title

Regular Board of Commissioners

8. a.

Meeting Date: 12/07/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 102 E-911 Fund – Adjust budget for laptops and dispatch furniture for the new police station.

Attachments

Fund 102

**City of Shawnee
Budget Amendment
E-911 Fund
December 7, 2020**

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
				Fund Balance		100,000.00	100,000.00
				Total	-	100,000.00	100,000.00

Appropriations

[illegible]

Approved by the City Commission this

Explanation of Budget Amendment:

Adjust budget for laptops and dispatch furniture for the new police station.

Approved:

Mayor

Attest:

City Clerk

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

Regular Board of Commissioners

8. b.

Meeting Date: 12/07/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 190 Community Development Block Grants (CDBG) Fund – Budget for expenditure of Home and NSP Grant Funds.

Attachments

Fund 190

City of Shawnee
Budget Amendment
CDBG Grants
December 7, 2020

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
190	49080			TRANSFER FROM NSP FUNDS	-	89,198.34	89,198.34
190	49099			TRANSFER FROM HOME REHAB	-	92,487.35	92,487.35
Total					-	181,685.69	181,685.69

Appropriations							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
190							
					-	-	-
					-	-	-

Approved by the City Commission this

Explanation of Budget Amendment:
Budget for expenditure of Home and NSP grant funds

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners

8. c.

Meeting Date: 12/07/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 198 ODOC NSP Program Fund – Budget for expenditure of NSP Grant Funds.

Attachments

Fund 198

City of Shawnee
Budget Amendment
ODC NSP Program
December 7, 2020

Estimated Revenue, Fund Balance, or Transfers IN							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Total					-	-	-

Appropriations							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
198	5-5030-56900			TRANSFER TO CDBG GRANTS		89,198.34	89,198.34
					-	89,198.34	89,198.34

Approved by the City Commission this _____ Explanation of Budget Amendment:
Budget for expenditure of NSP grant funds

Approved:

Mayor _____
Attest:

City Clerk _____

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

Regular Board of Commissioners

8. d.

Meeting Date: 12/07/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 199 Home Rehabilitation Program Income Fund – Budget for expenditure of Home Grant Funds.

Attachments

Fund 199

City of Shawnee
Budget Amendment
Home Rehab Program Income
December 7, 2020

Estimated Revenue, Fund Balance, or Transfers IN							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Total					-	-	-

Appropriations							
Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
199	5-5030-56900			TRANSFER TO CDBG GRANTS	-	92,487.35	92,487.35
					-	92,487.35	92,487.35

Approved by the City Commission this _____ Explanation of Budget Amendment:
Budget for expenditure of Home grant funds

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners

8. e.

Meeting Date: 12/07/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 301 Capital Improvement Fund – Adjusts budget for additional city garage equipment, building maintenance and parks capital needs, and heater replacement for Fire Station No. 3.

Attachments

Fund 301

City of Shawnee
2020-2021 Budget Amendment
Capital Improvement 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
301	40010			SALES TAX	2,153,073.56	97,866.98	2,250,940.54
301	47010			INTEREST INCOME	11,000.00	(7,000.00)	4,000.00
301	48040			INSURANCE RECOVERY	-	27,290.00	27,290.00
301	48220			OTHER MISC. REVENUE	-	1.98	1.98
301	48250			REFUNDS & REIMBURSEMENTS	-	719.15	719.15
				Total	-	118,878.11	118,878.11

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0720-54500			CAPITAL OUTLAY - EQUIPMENT	-	5,000.00	5,000.00
301	5-0940-54200			CAPITAL OUTLAY - BLDGS/IMPRV	-	1,000.00	1,000.00
301	5-0940-54500			CAPITAL OUTLAY - EQUIPMENT	87,000.00	5,000.00	92,000.00
301	5-1130-54500			CAPITAL OUTLAY-EQUIPMENT	10,000.00	(10,000.00)	-
301	5-4010-54500			CAPITAL OUTLAY - EQUIPMENT	-	10,000.00	10,000.00
301	5-4020-54500			CAPITAL OUTLAY - EQUIPMENT	10,000.00	30,000.00	40,000.00
301	5-5030-56250			LEASE PAYMENTS - EQUIPMENT	-	320,827.62	320,827.62
					-	-	-
					107,000.00	361,827.62	463,827.62

Approved by the City Commission this

Explanation of Budget Amendment:

Adjusts budget for additional city garage equipment, building maintenance and parks capital needs, and heater replacement for Fire Station 3.

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners**9.**

Meeting Date: 12/07/2020

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located on the southeast corner of North Kickapoo Avenue and West 10th Street, containing 1.79-acres, from C-3 (Highway Commercial District) and R-3 (Multifamily Residential District) to C-4 (Central Business District) for the purpose of a warehouse. Case No. P19-20; Applicant: South Central Industries, Inc.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: South Central Industries, Inc.

FOR: Rezoning from C-3/ R-3 to C-4

LOCATION: 1.79 acres on the southeast corner of N.
Kickapoo & W. 10th Street

LEGAL DESCRIPTION:

THE NORTH 15 FEET OF LOT 18 AND ALL OF LOTS 19 THROUGH 32 OF SAID
BLOCK 19.

CURRENT CLASSIFICATION: C-3 (Highway Commercial) & R-3 (Multifamily Residential)

REQUESTED CLASSIFICATION: C-4 (Central Business District)

PROPOSED PROPERTY USE: New warehouse and greenspace for expansion of SCI, Inc.'s
campus

PLANNING COMMISSION RECOMMENDATION: December 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 4

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER			X			
LOFTIS-WALTON(VC)	X		X			
DEEM (CHAIR)			X			
ENGLES						
ROWELL						
LESTER		X	X			
JOHNSON						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee
Planning Department
222. N. Broadway
Shawnee, OK 74801
(405) 878-1616
Fax: (405) 878-1587
www.ShawneeOK.org



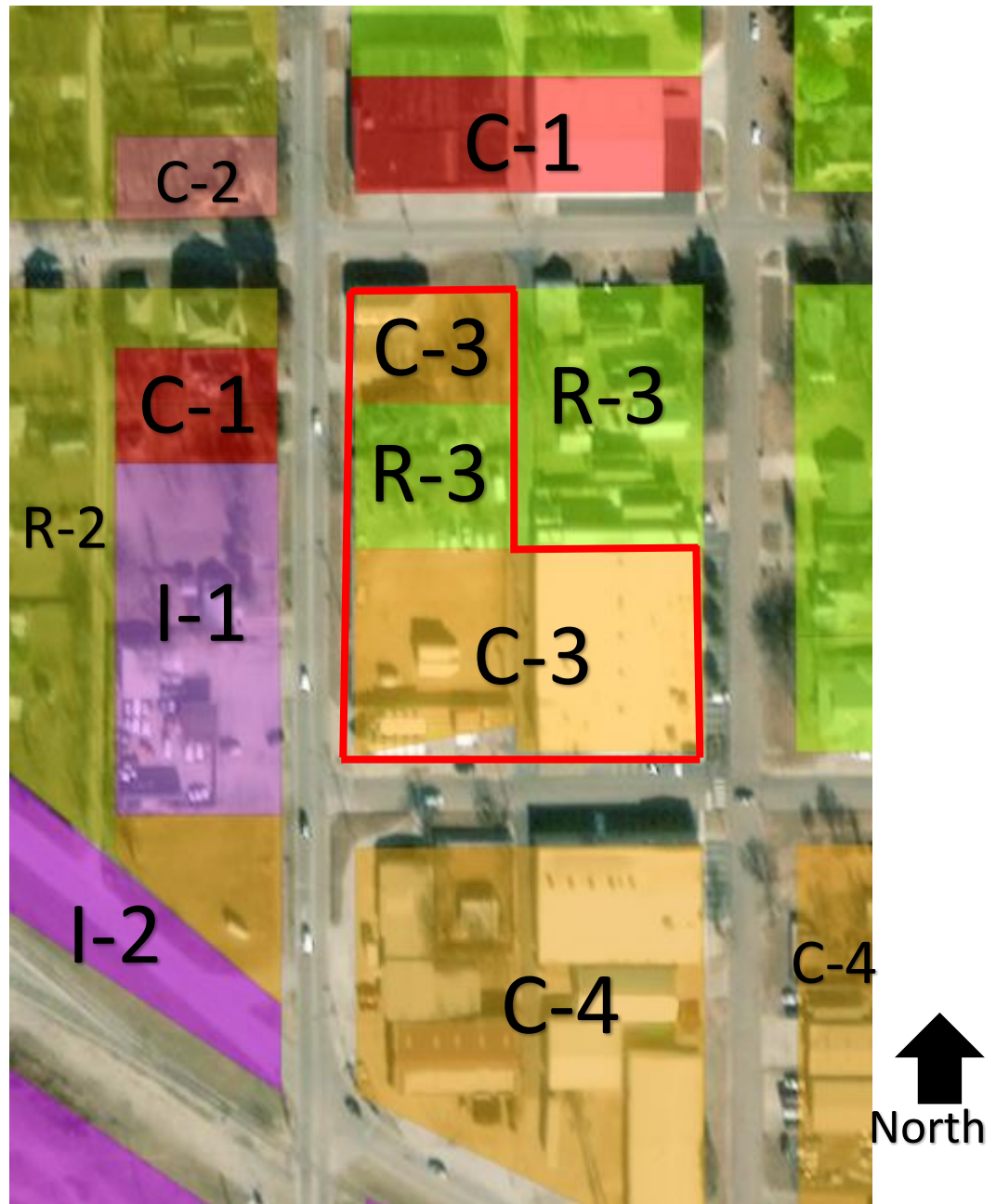
CASE # P19-20
PUBLIC HEARING DATE:
December 2nd, 2020
CITY COMMISSION DATE:
December 7th, 2020

APPLICANT:
South Central Industries, Inc.

**130 N. Louisa Ave.
Shawnee, Oklahoma, 74801**

PROPERTY ADDRESS/LOCATION:
1.79-acres located on N. Kickapoo & 10th Street

The applicant, South Central Industries, Inc., is requesting a rezoning of a 1.79-acre tract currently zoned C-3 (Highway Commercial District) and R-3 (Multifamily Residential District) to C-4 (Central Business District) for the purpose of a new warehouse to expand the operations of SCI. The request and granting of the C-4 zoning would be consistent with the current zoning of SCI's property south of 9th Street.



EXISTING ZONING: C-3 (Highway Commercial District) R-3 (Multifamily Residential District)	EXISTING LAND USE: Vacant building to be demolished with additional raw lots and current SCI buildings.	SURROUNDING ZONING & LAND USE: R-2 (Combined Residential) R-3 (Multifamily Residential) C-1 (Neighborhood Commerical) C-2 (Suburban Office Commerical District) C-3 (Highway Commercial) C-4 (Central Business) I-1 (Restricted Light Industrial)	LOTS: 6	PROPERTY SIZE: 1.79 acres
STAFF RECOMMENDATION				
Staff recommends approval of this rezoning request based on its alignment with the 2040 Comprehensive Plan & Future Land Use Map, its congruency to the area and the expansion of South Central Industries operations which are zoned C-4 (Central Business District) already south of 9 th & N. Kickapoo.				
APPROVE	APPROVE WITH CONDITIONS		DENY	
ATTACHMENTS: (CIRCLE)	SUBMITTED PLANS	PUBLIC HEARING PETITION/ APPLICATION FORM	LEGAL NOTICE	LEGAL DESCRIPTION
PUBLIC COMMENTS	AGENCY COMMENTS		RESPONSE TO STANDARDS	

RECEIVED

NOV 02 2020

PLANNING / CODE



PLANNING COMMISSION APPLICATION

Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number: P19-20Project Number: 201161Date Filed: 11/02/2020

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 C3, R-3 District to C4 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 203 N. KICKAPOO - 229 N. KickapooLEGAL DESCRIPTION: See attached surveyPROPERTY OWNER (S): South Central Industries, IncPROPERTY AGENT (APPLICANT): South Central Industries, IncAPPLICANT'S ADDRESS: 130 N. LouisaCITY: Shawnee STATE: OK ZIP: 74801EMAIL ADDRESS: tina@southcentralind.comTELEPHONE NUMBER: (405) 375-3851 CONTACT NUMBER: (405) 820-0752DIMENSIONS OF PROPERTY: AREA: 51,294.12sq ft WIDTH: 360.49LENGTH: 142.29ft FRONTAGE: 360.49ftCURRENT ZONING: C3, R3 CURRENT USE: COMMERCIALPROPOSED ZONING: C4 PROPOSED USE: WAREHOUSE/COMMERCIAL

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.

APPLICATION, OFFICIAL OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING

Tina Han
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

EXHIBIT A

SCI Merged Tract

Legal Description

A tract of land being a part of Block 19, AMENDED PLAT OF SHAWNEE O.T., according to the recorded plat thereof and lying in the Northwest Quarter (NW/4) of Section Nineteen (19), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

The North 15 feet of Lot 18 and all of Lots 19 through 32 of said Block 19.

Prepared by:

Taylor Denniston, PLS No. 1787

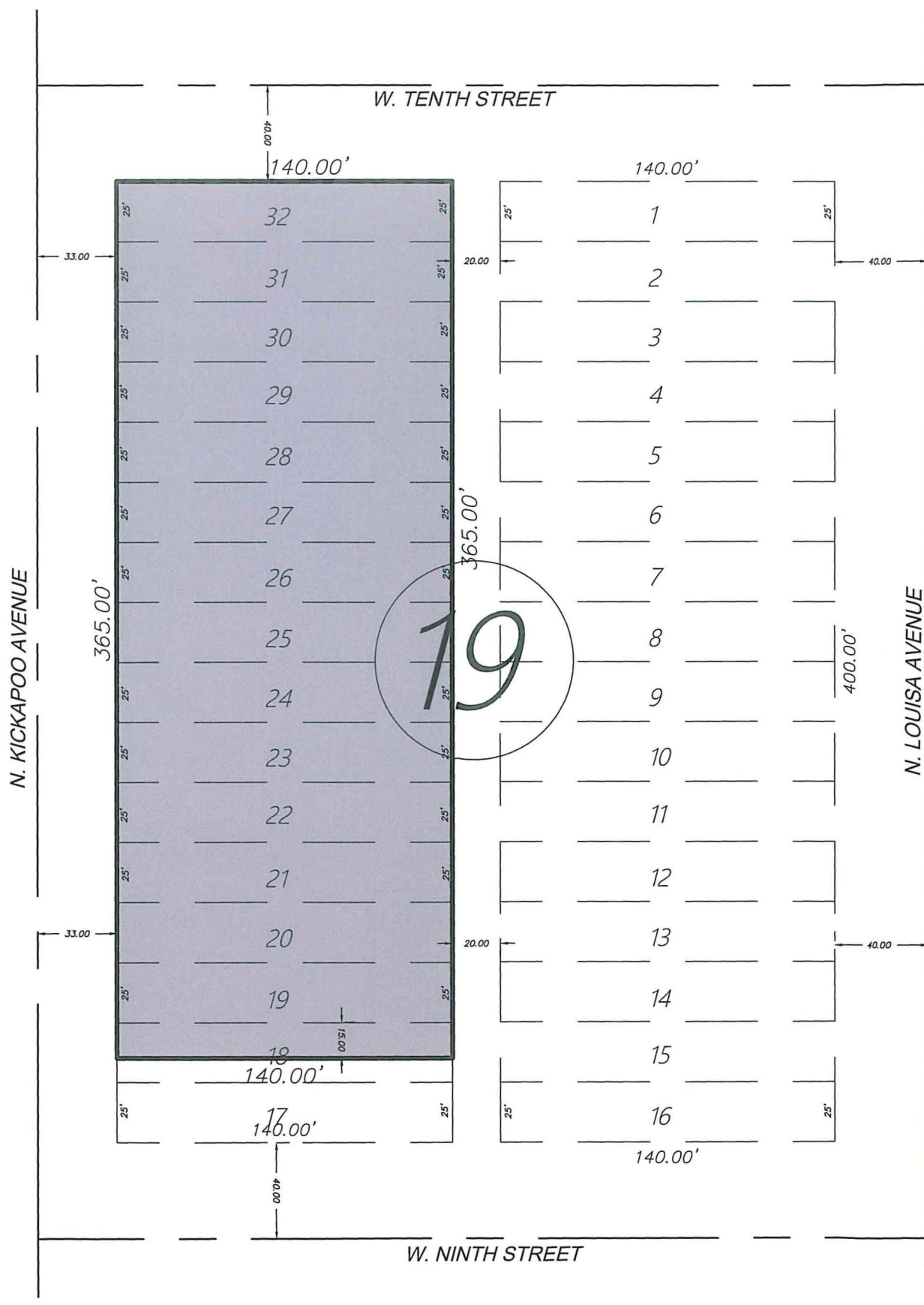
Smith Roberts Baldischwiler, LLC

100 N.E. 5th Street, OKC, OK 73104

(405) 840-7094

October 29, 2020

EXHIBIT B



SCI Merged Tract

Property Exhibit



**ENGINEERING
SURVEYING
PLANNING**

OKLAHOMA CITY
100 N.E. 5th Street
Oklahoma City,
Oklahoma 73104
T: 405.840.7094
F: 405.840.9116
www.srbok.com

NORMAN
2500 McGee Drive,
Suite 100
Norman, OK 73072
T: 405.418.2288
F: 405.418.2289
srb@srbok.com

CERTIFICATE OF AUTHORIZATION NO. 3549 EXPIRES JUNE 30, 2021



Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
01-30-2020 At 12:40 PM
WARR DEED 20.00
Instrument PG 1 OF 2
202000001132

WARRANTY DEED

32255(04)
Parcel No. 37
Revised 12-06-2019

KNOW ALL MEN BY THESE PRESENTS:

THAT Jerry L. Templeton and Dawn Marie Amis, husband and wife

part ies of the first part, in consideration of the sum of TEN & OVC

DOLLARS (\$ 10.00 & OVC)

do hereby grant, bargain, sell and convey unto the City of Shawnee, the fee simple title in and to the following described real property and premises, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described, reserving and excepting the mineral interests, therein, to-wit:

A strip, piece or parcel of land lying in Lots 29 thru 32, inclusive, Block 19, Amended Plat to the City of Shawnee, in Section 19, T10N, R4E in Pottawatomie County, Oklahoma. Said parcel of land being described as follows:

Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32), Block Nineteen (19), of the Amended Plat of the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

Containing 14,000 square feet, 0.32 acres, more or less.

229

Replace this
w/ one from
Joe

Together with all improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said City of Shawnee, its heirs and assigns forever, free clear and discharged of and from all former grants, charges, taxes, judgements, mortgages and other liens and encumbrances of whatsoever nature, reserving and excepting the mineral interests therein; provided, however, that any explorations or development of said reserved mineral rights shall not directly or indirectly interfere with the use of said land by the City of Shawnee.

The undersigned Grantor(s) hereby designate and appoint themselves

as agent to execute the claim and receive the compensation herein named.

Signed and delivered this 30 day of January, 2020

City of Shawnee
Attn: Michael Ludi
16 West 9th St.
Shawnee, OK 74801

Jerry L. Templeton

Dawn Marie Amis

Return To:
South Central Industries, Inc.
130 North Louisa
Shawnee, OK 74801

WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

File No.: **2076938-SH01 (DKB)**
Doc Stamps: **\$600.00**

Tax ID#: **0015-00-019-010-0-000-00**

That **Shawnee Rescue Mission, Inc.**, an **Oklahoma non-profit corporation** party(ies) of the first part, 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 **South Central Industries, Inc, an Oklahoma non-profit corporation**, (the "Grantee"), the following described real property and premises situated in **Pottawatomie County, State of Oklahoma**, to wit:

SURFACE ONLY:

The South 15 feet of Lot Nine (9) and all of Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), and the North 15 feet of Lot Eighteen (18) and all of Lots Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), and Twenty-four (24), Block Nineteen (19), AMENDED PLAT of the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

AND

Lots Twenty-five (25) and Twenty-six (26), Block Nineteen (19), AMENDED PLAT of the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

LESS AND EXCEPT ANY AND ALL INTEREST IN AND TO ALL OF THE OIL, GAS, COAL AND OTHER MINERALS AND ALL RIGHTS PERTAINING THERETO.

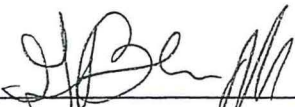
Property Address: **204 North Louisa, 203, 215 & 219 North Kickapoo, Shawnee, OK 74801**

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 02, 2015**.

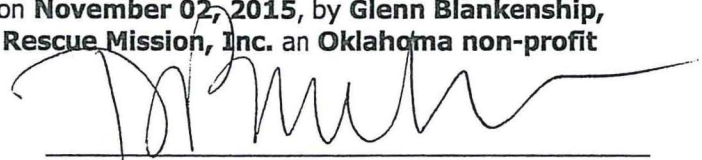
Shawnee Rescue Mission, Inc., an Oklahoma
non-profit corporation

By: 
Name: Glenn Blankenship, Jr.
Title: Chairman of the Board

ACKNOWLEDGMENT - OKLAHOMA FORM

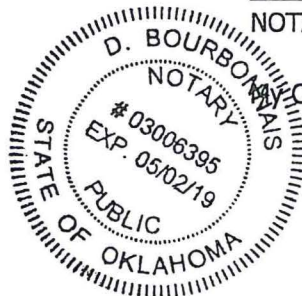
STATE OF **OKLAHOMA** }
 } **ss.**
COUNTY OF **POTTAWATOMIE** }

This instrument was acknowledged before me on **November 02, 2015**, by **Glenn Blankenship, Jr.** as **Chairman of the Board** of **Shawnee Rescue Mission, Inc.** an **Oklahoma non-profit corporation**.



NOTARY PUBLIC **D. Bourbonnais**

Commission Expires: **5/2/2019**



Mail Tax Statements To:

After Recording Return to:
South Central Industries, Inc.,
130 N. Louisa,
Shawnee, OK 74801

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That the City of Shawnee, Oklahoma, party of the first part, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto South Central Industries, Inc., a domestic not for profit corporation, of 130 N. Louisa, Shawnee, Oklahoma 74801, party of the second part, the real property and premises located in Pottawatomie County, Oklahoma, as are fully described as follows:

Lots Twenty-nine (29), Thirty (30), Thirty-one (31) and Thirty-two (32), Block Nineteen (19), of the AMENDED PLAT of the City of Shawnee, Pottawatomie County Oklahoma, according to the recorded plat thereof,

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

To have and to hold said described real property and premises and easement unto the said party of the second part, and to their successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

3rd IN WITNESS WHEREOF, Grantor has executed this Warranty Deed to be effective as of this day of November, 2020.



Attest:

Lisa Lasyone
Lisa Lasyone, City Clerk

The City of Shawnee, Oklahoma
An Oklahoma Municipality

By: Chance Allison
Chance Allison, City Manager

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 3rd day of November, 2020, personally appeared The City of Shawnee, Oklahoma, by and through its City Manager, Chance Allison, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same on behalf of The City of Shawnee, Oklahoma as their free and voluntary act and deed for the uses and purposes therein set forth.

[SEAL]



Lisa B. Lasyone
NOTARY PUBLIC
Commission 05001067
Commission Expires: 01-31-2021

SHAWNEE, OK 748020000

X 0015-00-019-003-0-000-00

RIDER ALLEN & BOBBIE C

1205 CAMBRIDGE DR

SHAWNEE, OK 748040000

0015-00-019-001-0-000-00

MAYES MICHAEL LYNN &

CATHY MARIE

15110 BETHEL RD

SHAWNEE, OK 748010000

0015-00-018-030-0-000-00

POUND DALE

P O BOX 59

MEEKER, OK 748550000

0015-00-018-029-0-000-00

X POTTCO TRUST U/T/A 02/02/2002

PO BOX 1244

SHAWNEE, OK 748020000

0015-00-018-027-0-000-00

BUOY WILLIAM S

PO BOX 926

MEEKER, OK 74855

0015-00-018-025-0-000-00

HOUSING AUTH OF ABST

P O BOX 425

SHAWNEE, OK 748020425

0015-00-007-017-0-000-00

GORDON HOLLY JEAN

303 N LOUISA

SHAWNEE, OK 748010000

0015-00-006-013-0-000-00

X SOUTH CENTRAL INDUSTRIES INC

P O BOX 3766

SHAWNEE, OK 748020

0990-00-007-009-0-000-00

MCGREW NICHOLE JEAN
10909 SW 33RD ST
YUKON, OK 730990000

0990-00-008-021-0-000-00

DANG MINH
205 N AYDELOTTE
SHAWNEE, OK 748010000

0990-00-008-025-0-000-00

ANDERSON FRAN
211 N AYDELOTTE
SHAWNEE, OK 748010000

0990-00-008-026-0-000-00

ANDERSON MARY FRANCINE ETAL
211 N AYDELOTTE
SHAWNEE, OK 748010000

0015-00-006-024-0-000-00

CORONADO GONZALO & BERTHA &
ANGEL A & JANEIRY K CORONADO
317 N KICKAPOO
SHAWNEE, OK 748010000

0015-00-006-022-0-000-00

MANKIN JACKLINE
44604 RIVER RD
SHAWNEE, OK 748010000

0015-00-006-017-0-000-00

MANKIN JACKLINE
44604 RIVER RD
SHAWNEE, OK 748010000

0990-00-008-005-0-000-00

MCCULLAR KELLI A
231 N BDWY
SHAWNEE, OK 748010

0990-00-008-003-0-000-00

MCCULLAR KELLI A

X 231 N BDWY
SHAWNEE, OK 748010

X 0990-00-008-028-0-000-00
SOUTH CENTRAL INDUSTRIES
P O BOX 3766
SHAWNEE, OK 74802

X 0990-00-008-007-0-000-00
SOUTH CENTRAL INDUSTRIES
P O BOX 3766
SHAWNEE, OK 74802

0990-00-008-011-0-000-00
ACOCK PROPERTIES LLC
P O BOX 426
SHAWNEE, OK 748020000

0990-00-008-013-0-000-00
RAINE INVESTMENT PROPERTIES
LLC
101 S KICKAPOO
SHAWNEE, OK 748010000

0990-00-007-011-0-000-00
RIDER ALLEN & BOBBIE C
1205 CAMBRIDGE DR
SHAWNEE, OK 748040000

X 0990-00-007-013-0-000-00
ACOCK PROPERTIES LLC
P O BOX 426
SHAWNEE, OK 748020000

0990-00-007-015-0-000-00
POTTCO TRUST
P O BOX 1244
SHAWNEE, OK 748021244

X 0990-00-007-017-0-000-00
WUSHUR HAZARETALI
4023 AUTUMN PINES TR
HOUSTON, TX 770840

0990-00-007-017-0-001-00

BROYLES EARL G

1110 FOGGY BOTTOM RD

TECUMSEH, OK 748730000

0990-00-007-019-0-000-00

BERG RACHEL BROOK

433094 E 1617

TUSKAHOMA, OK 745745889

0990-00-007-021-0-000-00

SOUTH CENTRAL INDUSTRIES

P O BOX 3766

SHAWNEE, OK 74802

0990-00-008-001-0-000-00

KEITH BRENDA E

735 N PARK AVE

SHAWNEE, OK 74801

0990-00-008-034-0-000-00

WASHBURN KEITH & VICKI

18214 GADDY RD

SHAWNEE, OK 748010000

0990-00-008-034-0-001-00

WASHBURN KEITH & VICKI

18214 GADDY RD

SHAWNEE, OK 748010000

0990-00-008-032-0-000-00

COLE HEATHER

P O BOX 3550

SHAWNEE, OK 748020000

0990-00-008-030-0-000-00

DOUGLAS WILMA & ALTON

219 N AYDELOTTE

SHAWNEE, OK 748010000

X 0015-00-006-011-0-000-00
SOUTH CENTRAL INDUSTRIES INC
P O BOX 3766
SHAWNEE, OK 748020

0015-00-006-009-0-000-00
NITZ TAMMY ANN TOWERY
314 N LOUISA
SHAWNEE, OK 748010000

0015-00-006-007-0-000-00
WICK JAMES R
320 N LOUISA
SHAWNEE, OK 748010000

X 0015-00-019-023-0-000-00
SOUTH CENTRAL INDUSTRIES INC
P O BOX 3766
SHAWNEE, OK 748020

X 0015-00-019-019-0-000-00
SOUTH CENTRAL INDUSTRIES INC
P O BOX 3766
SHAWNEE, OK 748020

0015-00-019-017-0-000-00
MEAZELL JUSTIN
201 N KICKAPOO
SHAWNEE, OK 748010000

0015-00-019-010-0-000-00
SOUTH CENTRAL INDUSTRIES INC
P O BOX 3766
SHAWNEE, OK 748020

0015-00-018-023-0-000-00
MARFIL CRYSTAL L
215 N LOUISA
SHAWNEE, OK 748010000

0015-00-018-020-0-000-00
OSBORN AMBER

PO BOX 1762
EL CAJON, CA 920220

0015-00-019-029-0-000-00
CITY OF SHAWNEE
16 W 9TH ST
SHAWNEE, OK 748010

0015-00-007-019-0-000-00
JORDAN PARKER LLC
12608 ARROW HEAD DR
OKC, OK 731200000

0015-00-019-032-0-002-00
ONE GAS INC
ATTN: ACCOUNTS PAYABLE
PO BOX 21049
TULSA, OK 74121

0015-00-019-027-0-000-00
LOWE JIM & CHARLOTTE
1404 CHARLES DR
SHAWNEE, OK 748040000

0015-00-019-026-0-000-00
SOUTH CENTRAL INDUSTRIES INC
P O BOX 3766
SHAWNEE, OK 748020000

0015-00-019-008-0-000-00
WILLIAMS MICHAEL T & DEBRA ANN
PO BOX 591
SHAWNEE, OK 748020000

0015-00-019-006-0-000-00
WILSON EMMET L & MARY BETH
2015 REVOCABLE TRUST
P O BOX 591
SHAWNEE, OK 748010000

0015-00-019-005-0-000-00
WILSON EMMET L & MARY BETH
2015 REVOCABLE TRUST
P O BOX 591

ORDINANCE NO. _____ NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE NORTH 15 FEET OF LOT 18 AND ALL OF LOTS 19 THROUGH 32 OF SAID BLOCK 19 FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) AND R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) TO C-4 (CENTRAL BUSINESS DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of December, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-3 (Highway Commercial District) and R-3 (Multifamily Residential District) to C-4 (Central Business District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-4 (Central Business District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: THE NORTH 15 FEET OF LOT 18 AND ALL OF LOTS 19 THROUGH 32 OF SAID BLOCK 19 FROM ZONING CLASSIFICATION C-3 (HIGHWAY COMMERCIAL DISTRICT) AND R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) TO C-4 (CENTRAL BUSINESS DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 7th day of December, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 7th day of December, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners**10.**

Meeting Date: 12/07/2020

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located on the north side of Wolverine Road west of North Harrison Avenue, containing 80-acres, from A-1 (Rural Agricultural District) to I-3 (Heavy Industrial District) for the purpose of future industry. Case No. P20-20; Applicant: Carruth Family Partnership 1992.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: Carruth Family Partnership 1992

FOR: Rezoning from A-1 to I-3

LOCATION: 80 acres on the north side of Wolverine Road
west of Harrison Avenue

LEGAL DESCRIPTION:

THE EAST HALF (E/2) FO THE SOUTHWEST QUARTER (SW/4), OF SECTION 18,
TOWNSHP 11 NORTH, RANGE 4 EAST, OF THE INDIAN MERIDIAN,
POTTAWATOMIE COUNTY OKLAHOMA.

CURRENT CLASSIFICATION: A-1 (Rural Agricultural District)

REQUESTED CLASSIFICATION: I-3 (Heavy Industrial District)

PROPOSED PROPERTY USE: Future industry

PLANNING COMMISSION RECOMMENDATION: December 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐

VOTE OF THE PLANNING COMMISSION: MEMBERS PRESENT 4

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER		X	X			
LOFTIS-WALTON(VC)	X		X			
DEEM (CHAIR)			X			
ENGLES						
ROWELL						
LESTER			X			
JOHNSON						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

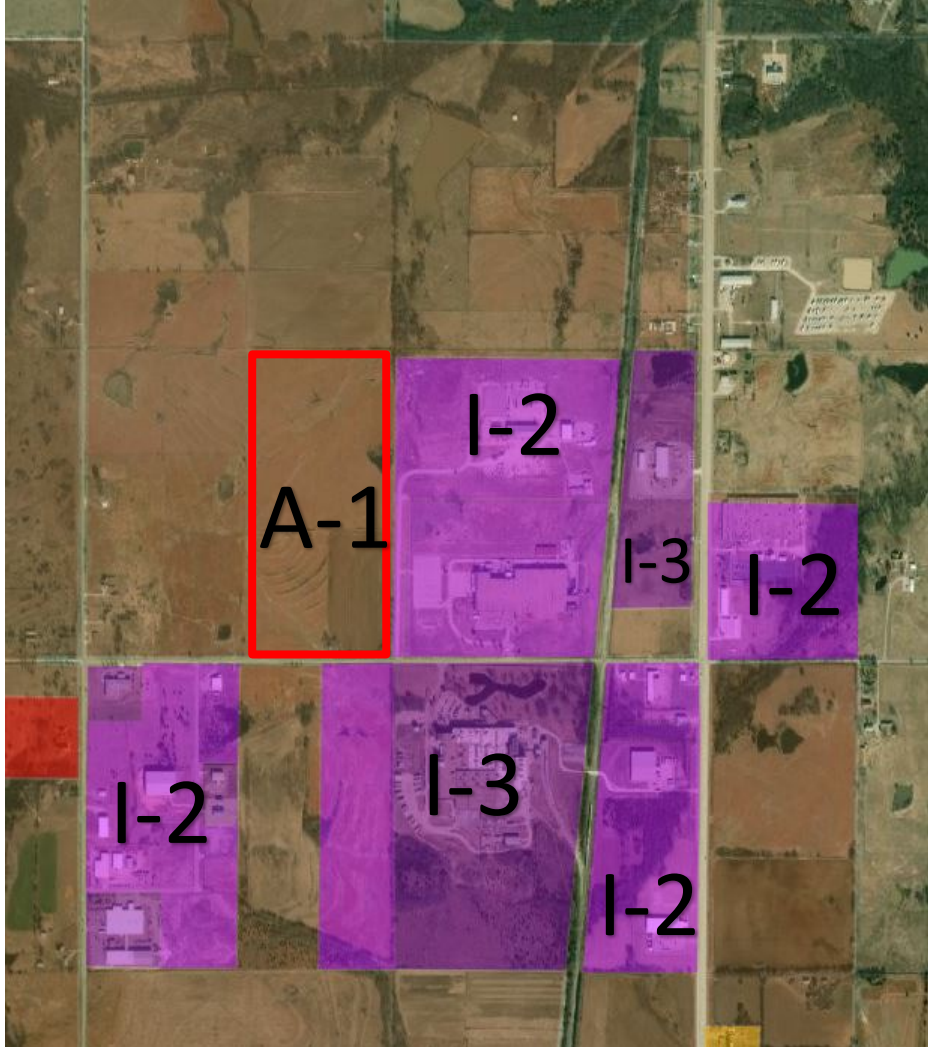
ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee Planning Department 222. N. Broadway Shawnee, OK 74801 (405) 878-1616 Fax: (405) 878-1587 www.ShawneeOK.org			CASE # P20-20 PUBLIC HEARING DATE: December 2nd, 2020 CITY COMMISSION DATE: December 7th, 2020	
APPLICANT: Carruth Family Partnership 1992				
PROPERTY ADDRESS/LOCATION: 80-acres E. of N. Kickapoo and W. of Harrison on the north side of Wolverine Road				
The applicant, Carruth Family Partnership 1992, is requesting a rezoning of an 80-acre tract currently zoned A-1 (Rural Agricultural District) to I-3 (Heavy Industrial District) for the purpose of marketing the property for sale to a future industrial business use.				
EXISTING ZONING: A-1 (Rural Agricultural District)	EXISTING LAND USE: Raw land	SURROUNDING ZONING & LAND USE: A-1 (Rural Agricultural District) I-2 (Light Industrial District) I-3 (Heavy Industrial District)	LOTS: 1	PROPERTY SIZE: 80 acres

STAFF RECOMMENDATION

Staff recommends approval of this rezoning request based on its alignment with the 2040 Comprehensive Plan & Future Land Use Map, its congruency to the area with existing industrial businesses makes it ideal for future industry development. Current businesses in this area include but are not limited to: Shawnee Tube Industries, United Dynamics, Jindal Films, and Eaton Corporation.

APPROVE

APPROVE WITH CONDITIONS

DENY

**ATTACHMENTS:
(CIRCLE)**

SUBMITTED PLANS

**PUBLIC HEARING
PETITION/
APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1616 Fax (405) 878-1587
www.ShawneeOK.org

For Office Use Only

Case Number:

P20-20

Project Number:

20-1185

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 AGRICULTURAL District to INDUSTRIAL District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 2 WOLVERINE RD AND KICKAPOO, OK ⁷³⁰⁸³

LEGAL DESCRIPTION: E 1/2 SW 1/4 SEC 18 T11S R 4 E

PROPERTY OWNER (S): CARRUTH FAMILY PARTNERSHIP 1992

PROPERTY AGENT (APPLICANT): PATRICIA DURRETT - MANAGING PARTNER

APPLICANT'S ADDRESS: 2208 YORKSHIRE DR.

CITY: EDMOND STATE: OK ZIP: 73013

EMAIL ADDRESS: patti.durgett@icloud.com

TELEPHONE NUMBER: (405) 740-6060 (C) CONTACT NUMBER: (405) 346-5798 (H)

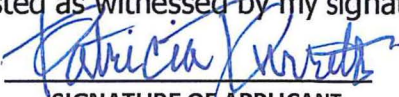
DIMENSIONS OF PROPERTY: AREA: 80 Acres WIDTH: 1320'
LENGTH: 2640' FRONTAGE: 1320'

CURRENT ZONING: Agricultural CURRENT USE: farming

PROPOSED ZONING: industrial PROPOSED USE: 1-3 Industrial

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.

APPLICATION, OWNERSHIP LIST AND PAYMENT
MUST BE RECEIVED 30 DAYS PRIOR TO MEETING


SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE \$ 280.00

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

SIGN DEPOSIT \$ 50.00

(Refundable if Applicant returns 48 hrs. after City Commission Meeting)

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

Patricia Durrett
2208 Yorkshire Drive
Edmond, Oklahoma 73013

*From: p92
Partnership
Agreement
Edith Carruth
is deceased
since 2011 F41*

Edith J. Carruth shall be the Managing Partner of the Partnership, with all the attendant rights and duties as hereinafter set forth. In the event of the death, disability or inability to act of Edith J. Carruth as Managing General Partner, then Patricia Durrett shall become the Managing Partner, with all the attendant rights and duties as hereinafter set forth.

ARTICLE II

NAME; ADDRESS; PURPOSE; TERM

Section 2.01. Name. The name of the Partnership shall be Carruth Family Partnership 1992 or such other name as may be decided upon by the General Partners.

Section 2.02. Place of Business. The principal place of business of the Partnership shall be located at 210 East Cammack, Shawnee, Oklahoma 74801, and such other place or places as the General Partner shall designate from time to time.

Section 2.03. Purpose. The character of the business to be carried on and transacted by the Partnership shall be with regard to the operation and acquisition of oil and gas and other mineral interests and real estate interests; to acquire, own, lease, sell or otherwise transfer real or personal property; to invest or participate in general or limited partnerships which engage in any or all of the above referenced activities; to engage in and conduct any other lawful business which may be agreed upon by the Partners; and to engage in any lawful conduct or activity necessary or incident to any of the above-mentioned purposes.

Section 2.04. Term. The term of the Partnership shall continue until the close of business December 31, 2042, unless sooner terminated by action of the Partners or extended as hereinafter provided.

ARTICLE III

ADMISSION OF ADDITIONAL PARTNERS; SUBSTITUTED PARTNERS

Section 3.01. Admission of Additional General Partners. Additional Partners may be admitted at any time upon the consent in writing by all then existing General Partners.

Section 3.02. Substituted Partners. Except as may be otherwise provided therein, no successor-in-interest to any Partner shall be admitted as a substituted Partner without the consent in writing of each and every Partner. This Section 3.02 shall apply to any transfer or assignment by a Partner including, but not limited to, transfers and assignments by sale, exchange, mortgage, hypothecation, intestacy, or operation of law.

MANLY LEGAL BLANKS

FORM NO. 290-AF

MANLY OFFICE SUPPLY CO. - PRINTERS - OKLA. CITY

016073

(ORDER BY NUMBER)

WARRANTY DEED

Statutory Form--Individual

Know All Men by These Presents:

That Thomas B. Carruth, Sr. and

Edith J. Carruth, as Joint Tenants with

Right of Survivorship

of Pottawatomie County,

State of Oklahoma,

part 15 of the first part, in consideration of the

sum of Ten Dollars and No/100-----(\$10.00)----- DOLLARS

in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and

Convey unto Carruth Family Partnership 1992

of Pottawatomie County, State of Oklahoma, part V

of the second part, the following described real property and premises situate in Pottawatomie

County, State of Oklahoma, to-wit:

East 1/2 of the Southwest 1/4 consisting of 80 acres and the
 South 1/2 of the South 1/2 of the Northwest 1/4 consisting of
 40 acres of Section 18, 11 North, Four East in Pottawatomie
 County,

Less and except all oil, gas and other minerals previously
 conveyed or reserved of record.

EXEMPT DOCUMENTARY STAMP TAX O.S. Title 68
 Article 32 Section 3201

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant
 the title to the same.

TO HAVE AND TO HOLD said described premises unto the said part V of the second
 part, its heirs and assigns forever, free, clear and discharged of and from all former
 grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

State of Oklahoma, Pottawatomie County, SS:

led for record DEC 30 1992 at 10:30 O'clock A.M.

Lynda Boone, County Clerk, By: *[Signature]* Deputy

Signed and delivered this 29th day of December, 19 92

Return to:

McKinney, Stringer & Webster
 101 N. Broadway, Suite 800
 Oklahoma City, OK 73102
 Attn: Robert O'Bannon *[Signature]*

[Signature]
 THOMAS B. CARRUTH, SR.
[Signature]
 EDITH J. CARRUTH

STATE OF OKLAHOMA

COUNTY OF Oklahoma } SS:

INDIVIDUAL ACKNOWLEDGMENT
Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of
 December, 19 92, personally appeared Thomas B. Carruth, Sr. and

Edith J. Carruth

to be known to be the identical person~~s~~ who executed the within and foregoing instrument and acknowledged to me
 that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires 10-9-93 *[Signature]* Notary Public

RELEASE OF MORTGAGE

RETURN TO: Arvest Bank
PO Box 1089
Shawnee, OK 74802-1089

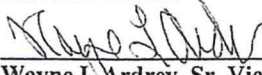
201100017803
Filed for Record in
POTTAWATOMIE OKLAHOMA
NANCY BRYCE, COUNTY CLERK
11-28-2011 At 05:00 PM.
PARTIAL REL 13.00
Instrument PG 1 OF 1
201100017803

IN CONSIDERATION of the payment of the debt therein named, the undersigned does hereby release the Mortgage made by Carruth Family Partnership 1992, An Oklahoma General Partnership to Arvest Bank, dated April 1, 2002, filed April 5, 2002, and which is recorded in RECE# 2002 4880, of the records of the County Clerk of Pottawatomie County, State of Oklahoma, covering the following described property:

The South Half of the South Half of the Northwest Quarter (S/2 S/2 NW/4) and the East Half of the Southwest Quarter (E/2 SW/4) of Section Eighteen (18), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma.

Witness my hand this day November 10, 2011.

ARVEST BANK

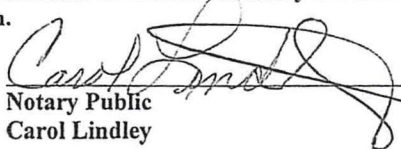

Wayne L. Ardrey, Sr. Vice President

STATE OF OKLAHOMA)
) SS:
COUNTY OF POTTAWATOMIE)

Before me, the undersigned, a Notary Public in and for said County and State on this day November 10, 2011, personally appeared Wayne L. Ardrey, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
06/07/2014

My Commission Number:
10004560


Notary Public
Carol Lindley



COPY



First American Title Insurance Company

133 NW 8th Street
Oklahoma City, OK 73102
Phone: (405)236-2861 / Fax: (866)535-3211

PR: SOCENT

Ofc: 2499 (607)

Final Invoice

To: Carruth Family Partnership 1992
2208 Yorkshire Drive
Edmond, OK 73083

Invoice No.: 607 - 2499151224
Date: 11/02/2020

Our File No.: 2568913-OK99
Title Officer:
Escrow Officer:

Customer ID: AD5261912

Liability Amounts

Attention: Patricia Durrett

Your Ref.:

RE: Property:
, OK

Buyers: CARRUTH FAMILY PARTNERSHIP 1992
Sellers:

Description of Charge	Invoice Amount
Ownership Report	\$250.00

INVOICE TOTAL **\$250.00**

Comments:

Thank you for your business!

To assure proper credit, please send a copy of this Invoice and Payment to:
Attention: Accounts Receivable Department
PO Box 776119
Chicago, IL 60677-6119

P A I L |

OK 724
acct #9325
11-4-2020
\$250.00

CARRUTH FAMILY PARTNERSHIP 1992
PATRICIA DURRETT PARTNER
PO BOX 5996
EDMOND, OK 73083

RAYMOND JAMES®

724

DATE November 4, 2020

25-80/440
BRANCH 100

PAY TO THE ORDER OF First American Title/Insur. Co. \$ 250.00

Two Hundred Fifty Dollars & No/100 DOLLARS  Security Features
Touch & Scan
Or Call 1-800-800-0000

UMB Bank, N.A. Expense Code: Farm
Kansas City, MO For Check Verification, Call 1-800-759-9797

FOR ReZoning App Inv# 607-2499151224



MP

⑆044000804⑆ 470104759325⑈ 0724

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4), OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST, OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (1), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: OCTOBER 23, 2020 at 7:30 AM

First American Title Insurance Company

By: 

Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2568913-OK99

OWNERSHIP LIST**ORDER NO 2568913-SH99**

DATE PREPARED: November 2, 2020

EFFECTIVE DATE October 23, 2020 at 7:30 am

OWNER	LOT	BLK	ADDITION
CARRUTH FAMILY PARTNERSHIP 1992 P.O. BOX 5996 EDMOND, OK 73083			E1/2 SW (18-11N-4E)
KASTERKE GARY L & BETTY J REV TRUST P O BOX 1866 SHAWNEE, OK 74802			W/2 SW/4 BEG SW/C N459.54' E542.5' N401.5' E774.79' S861.05' W1313.42' POB (18-11N-4E)
KEANE FRAC LP ATTN: JOHN YAU 3990 ROGERDALE HOUSTON, TX 77042	1	1	VANGAURD ADDITION
SHAWNEE TUBING REAL ESTATE LLC ATTN: TIM BURG 231 N BELL SHAWNEE, OK 74801			BEGINNING 150' N89°20'28"E & 50' N0°4'30"E SW/C SE/4 N0°4'30"E1334.7' N89°20'28"E1699.68' S04°15'58"W1339.53' S89°W1601.32 TO POB LESS A TRACT BEGINNING 150' N89°20'28"E & 975' N0°4'30"E SW/C SE/4 N0°4'30"E409.7' N89°20'28"E 1699.68' TO THE WEST RIGHT-OF-WAY LINE OF THE A.T. & S.F RR S4°15'58"W361.04' S89°24'53"W 398.31' S0°26'31"W30.91' S89°13'46"W218.28' S48°56'14"W 29.41' MS89°20'13"W1034.4' POB (18-11N-4E)
FILMS SHAWNEE LLC ATTN: ACCOUNTS PAYABLE 41501 WOLVERINE RD SHAWNEE, OK 74801			BEG NW/C NE/4 S50' POB E1375.37' S85°6'54"E100.5' E217.9' S4°7'10"W623.22' S85°52'50"E50' S4°7'10"W1805.54' W ALONG THE SOUTH LINE OF THE NE/4 1533.8' N ALONG TH E W LINE OF THE NE/4 2413.95' POB (19-11N-4E)
SHAWNEE FORWARD INC 231 N BELL SHAWNEE, OK 74801			E1/2 E1/2 NW (19-11N-4E)
SESTAK VALDENE REVOC TRUST 56495 WOLVERINE PRAGUE, OK 74864			W1/2 E1/2 NW (19-11N-4E)
AXLE SURGEON OF OKLAHOMA INC 41101 WOLVERINE RD SHAWNEE, OK 74804	N/2 OF TRACT 1	1	INDUSTRIAL PARK ADDITION

ORDINANCE NO. _____ NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4), OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST, OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY OKLAHOMA FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of December, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to I-3 (Heavy Industrial District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to I-3 (Heavy Industrial District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4), OF SECTION 18, TOWNSHIP 11 NORTH, RANGE 4 EAST, OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY OKLAHOMA FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO I-3 (HEAVY INDUSTRIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 7th day of December, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 7th day of December, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners**11.**

Meeting Date: 12/07/2020

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration to amend the 2040 Comprehensive Plan and consideration of an ordinance to rezone property located approximately 1100 feet east of Harrison Avenue on East 39th Street, containing 13.49-acres, from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District). Case No. CPA01-20; Applicant: David Ray.

Attachments

Staff Report

Ordinance

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: David Ray

FOR: 2040 Comprehensive Plan Amendment
Application with condition of reallocating 13-15
acres within city limits to high-density residential
use on the Future Use Map.
A-1 to R-1

LOCATION: 13.49 acres approximately 1100' east of
Harrison Avenue on E. 39th Street

LEGAL DESCRIPTION:

A TRACT OF LAND LYING THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 SW/4 NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUTNY, OKLAHOMA AND FURTHER DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID E/2 SW/4 NW/4; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 550.25 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET TO THE POINT OF BEGINNING; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 376.20 FEET; THENCE S89°18'40"W A DISTANCE OF 115.79 FEET; THENCE N01°39'18"W A DISTANCE OF 375.20 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/C E/2 SW/4 NW/4) OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 128.96 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET; THENCE N89°18'40"E A DISTANCE OF 421.29 FEET; THENCE S01°39'18"E A DISTANCE OF 376.20 FEET; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4 NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 607.74 FEET TO THE SOUTH LINE OF SAID E/2 SW/4 NW/4; THENCE S89°17'32"W ALONG SAID SOUTH LINE A DISTANCE OF 411.86 FEET; THENCE N01°35'06"W A DISTANCE OF 250.00 FEET TO THE WEST LINE OF SAID E/2 SW/4 NW/4; THENCE N01°35'06"W ALONG WEST LINE A DISTANCE OF 1077.50 FEET TO THE POINT OF BEGINNING.

CURRENT CLASSIFICATION: A-1 (Rural Agricultural District)

REQUESTED CLASSIFICATION: R-1 (Single Family Residential District)

PROPOSED PROPERTY USE: Single Family Residential Subdivision

PLANNING COMMISSION RECOMMENDATION: December 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT* 4

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER		X	X			
LOFTIS-WALTON(VC)	X		X			
DEEM (CHAIR)			X			
ENGLES						
ROWELL						
LESTER			X			
JOHNSON						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

RECOMMENDATION TO:

MAYOR
BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE

RECOMMENDATION FROM:

CITY OF SHAWNEE
PLANNING COMMISSION

SUBJECT:

APPLICANT: David Ray

FOR: Rezoning request of 13.49 acres 1100' east of
Harrison Avenue on E. 39th Street from A-1 to R-1

LOCATION: 13.49 acres approximately 1100' east of
Harrison Avenue on E. 39th Street

LEGAL DESCRIPTION:

A TRACT OF LAND LYING THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 SW/4 NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUTNY, OKLAHOMA AND FURTHER DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID E/2 SW/4 NW/4; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 550.25 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET TO THE POINT OF BEGINNING; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 376.20 FEET; THENCE S89°18'40"W A DISTANCE OF 115.79 FEET; THENCE N01°39'18"W A DISTANCE OF 375.20 FEET TO THE POINT OF BEGINNING.

AND

A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/C E/2 SW/4 NW/4) OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 128.96 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET; THENCE N89°18'40"E A DISTANCE OF 421.29 FEET; THENCE S01°39'18"E A DISTANCE OF 376.20 FEET; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4 NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 607.74 FEET TO THE SOUTH LINE OF SAID E/2 SW/4 NW/4; THENCE S89°17'32"W ALONG SAID SOUTH LINE A DISTANCE OF 411.86 FEET; THENCE N01°35'06"W A DISTANCE OF 250.00 FEET TO THE WEST LINE OF SAID E/2 SW/4 NW/4; THENCE N01°35'06"W ALONG WEST LINE A DISTANCE OF 1077.50 FEET TO THE POINT OF BEGINNING.

CURRENT CLASSIFICATION: A-1 (Rural Agricultural District)

REQUESTED CLASSIFICATION: R-1 (Single Family Residential District)

PROPOSED PROPERTY USE: Single Family Residential Subdivision

PLANNING COMMISSION RECOMMENDATION: December 2nd, 2020

REQUEST APPROVED: ☒

REQUEST DENIED: ☐

OTHER RECOMMENDATION: ☐

VOTE OF THE PLANNING COMMISSION: *MEMBERS PRESENT* 4

MEMBERS:	1ST	2ND	AYE	NAY	ABSTAIN	COMMENTS
WALKER			X			
LOFTIS-WALTON(VC)	X		X			
DEEM (CHAIR)			X			
ENGLES						
ROWELL						
LESTER		X	X			
JOHNSON						

RESPECTFULLY SUBMITTED,

Rebecca Blaine

PLANNING DIRECTOR

ACTION BY CITY COMMISSION:

PUBLIC HEARING SET: _____

DATE OF ACTION: _____

ADOPTED _____ DENIED _____

ORDINANCE NO. _____

City of Shawnee
Planning Department
222. N. Broadway
Shawnee, OK 74801
(405) 878-1616
Fax: (405) 878-1587
www.ShawneeOK.org



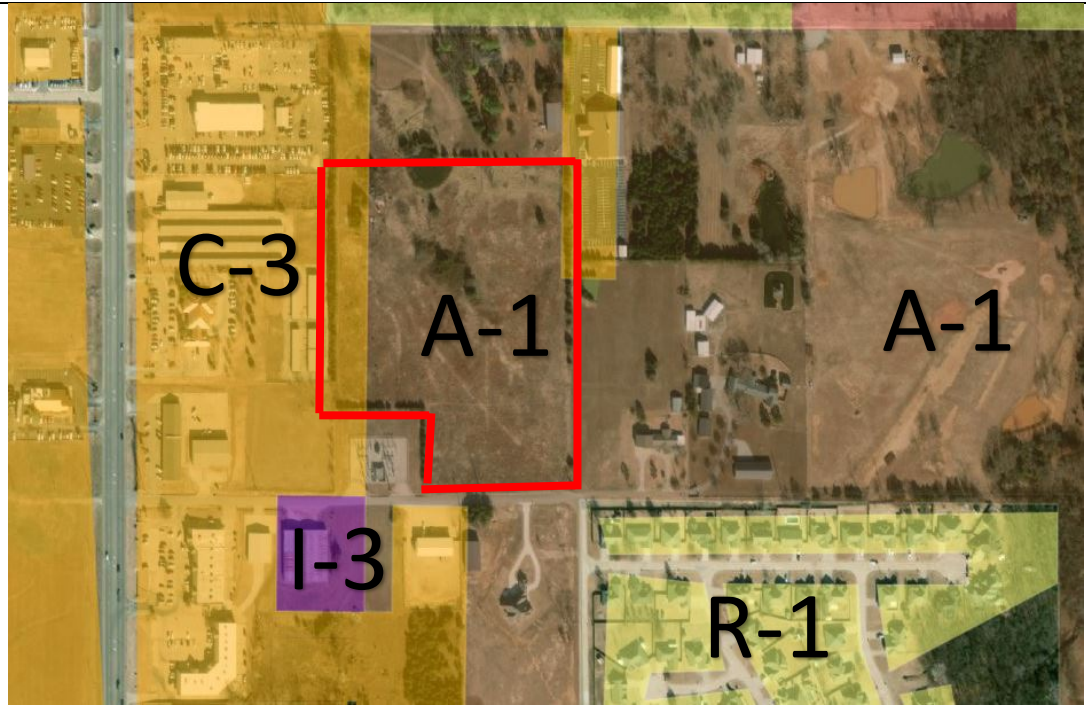
CASE # CPA01-20
PUBLIC HEARING DATE:
December 2nd, 2020
CITY COMMISSION DATE:
December 7th, 2020

APPLICANT:
David Ray

PROPERTY ADDRESS/LOCATION:

13.49-acre tract approximately 1100' feet east of Harrison Avenue on E. 39th Street

The applicant, David Ray, is requesting an amendment to the 2040 Comprehensive Plan that would rezone this 13.49-acre property from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District) for the use of a single-family residential subdivision in lieu of the high-density residential use prescribed by the Future Land Use Map.



EXISTING ZONING:
A-1 (Rural Agricultural District)

EXISTING LAND USE:
Raw land

SURROUNDING ZONING & LAND USE:
**A-1 (Rural Agricultural)
R-1 (Single Family Residential)
C-3 (Highway Commercial)
I-3 (Heavy Industrial)**

LOTS:
1

PROPERTY SIZE:
13.49 acres

STAFF RECOMMENDATION

This parcel originally came to Planning Commission on August 5th, 2020 as a request to rezone to a PUD (Planned Unit Development) to propose a single family development with lot sizes smaller than the minimum dimensions (60' x 100') and square footage (6,000 sq ft) that R-1 (Single Family Residential) allows. It went on to City Commission on August 17th, 2020 with a recommendation for denial and was denied. Substantial public input from surrounding property owners highlighted concerns with the road being able to handle the additional traffic that any development would add to the roadway. Surrounding property owners stated they would be in support of a request to rezone to R-1 (Single Family Residential). Discussion was had about creating an application and a process to apply for amendments to the Comprehensive Plan. Staff and legal provided an

application and process which was presented to and passed by City Commission on October 5th, 2020. Staff recommended at that time to prevent from losing multifamily designated areas, 13-15 acres in another portion of city limits should be amended within the Comprehensive Plan to keep from losing designated acreage.

Staff recommends two separate motions:

1. **Approval of the amendment to the 2040 Comprehensive Plan with the notion to allocate 13-15 acres within Shawnee city limits for high-density residential land use during the annual review (February 2021).**
2. **Approval to rezone the proposed property from A-1 (Rural Agricultural) to R-1 (Single Family Residential).**
- 3.

APPROVE

APPROVE WITH CONDITIONS

DENY

**ATTACHMENTS:
(CIRCLE)**

SUBMITTED PLANS

**PUBLIC HEARING
PETITION/
APPLICATION FORM**

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS



APPLICATIONS REVIEWED QUARTERLY (SEE ATTACHED SCHEDULE).
APPLICATION DEADLINE IS 30 DAYS BEFORE MEETING DATE.
ALL APPLICATIONS HEARD BY PLANNING COMMISSION.

APPLICATION TO AMEND THE COMPREHENSIVE PLAN

Instructions:

1. All applicants must pay an application fee of \$370.00, plus \$6.00 per property owner to be notified.
2. The current property owner must sign the application or the City's form authorizing the owner's representative to sign the application on behalf of the owner.
3. A pre-application meeting with a member of the City's Planning Department is required prior to this application submittal.
4. Written notes of this pre-application meeting shall be submitted with this application.
5. All drawings must be drawn to scale. Document submittal must consist of two paper copies and one electronic copy in PDF format. All documents larger than 8-1/2" x 11" must be folded to that size.

PROJECT NAME: Cedar Ridge Addition

Pre-Application Meeting Date: June 16, 2020 & Aug 12, 2020 Meeting Notes Attached: X

Applicant Name: David Ray (Owner/Developer)

Phone: 405-623-3770 Email: mec@crosstel.net

Address: P.O. Box 8, Ada Ok, 74821

PROPERTY OWNER: Cedar Ridge Investments, LLC

Phone: 405-623-3770 Email: mec@crosstel.net

Owner's Address: P.O. Box 8, Ada Ok, 74821

PROJECT ADDRESS: 13.49 Acres on the north side of NE 39th Street, approximately 1,100' East of Harrison Ave.

Quarter Section: NW Section/Township/Range: Sec. 5, T10N, R4E1 Acreage: 13.49

No. of Lots: 59 Plat/Subdivision: Cedar Ridge Addition

Legal Description (may be attached): Find attached

Any private deed/plat restrictions on the property? ☐ Yes ☒ No If yes, please explain:

Present zoning/use: A-1 - Open field - Undeveloped for Hay production

Proposed zoning/use: R-1 - Single Family residential

Related case numbers: PUD zoning - Unknown

100 year FEMA floodplain on property? ☐ Yes ☒ No

Is there other property within a half-mile radius available for proposed use and development?
Yes

How does the proposed change fit into the existing Comprehensive Plan future development guide model?
City defined this area as R-4 High

Does the proposed change involve a single use/one lot development? No

**WHAT HAS CHANGED SINCE THE COMPREHENSIVE PLAN WAS ADOPTED TO
WARRANT THIS REQUEST?**

(See instructions below)

GENERAL INFORMATION: The comprehensive Plan had this property established as a R-4.

TRAFFIC COUNTS AND PATTERNS AND PROPOSED ROADWAY IMPROVEMENTS:

Nearest ODOT Traffic Count Study on Hwy 18 to the north is 16,000. 39th Street was reviewed and has average depth 12"asphalt and 22 feet width. Similar to 45th Street & MacArthur Streets were not improved by ODOT funds. See attached.

UTILITY/INFRASTRUCTURE/CAPACITY CHANGES: The property has access to water, sanitary sewer with a small extension from the Hyatts Addition. All private utilities area readily available.

STATUS OF FLOODPLAIN/HYDROLOGY: No Hydrological problems or floodplain issues
The 13.49 acres has an existing pond which will be relocated to improve hydraulic conditions.

CHANGE IN CONDITION: The need and interest in making this a single family residential housing area.
Petition signed by 177 surrounding landowners requesting that the property be zoned R-1.

ENVIRONMENTAL CONSIDERATIONS: Open field, no adverse or significant environmental impact.
Small drainage area 13.49 acres to a new proposed holding area. Downstream is an improved concrete channel

INSTRUCTIONS:

Traffic Counts and Patterns and Proposed Roadway Improvements: Clearly describe how the requested change to the Comprehensive Plan will efficiently utilize the existing transportation network, including streets, sidewalks, transit, trails, and bicycle facilities and help the community implement key components of its long range capital improvement transportation plans. Also explain whether components of the transportation system need to be improved as a result of the requested change to the Comprehensive Plan.

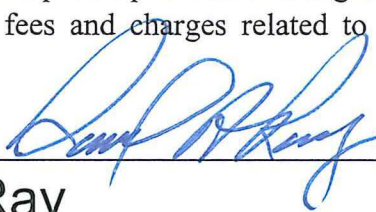
Utility, Infrastructure, and Capacity Changes: Clearly describe and demonstrate how municipal services meet or will meet the capacity demanded by the requested change to the Comprehensive Plan for public water, wastewater, electric, storm water, and solid waste.

Change in Condition: Conditions (physical, financial/market, service availability, etc.) can sometimes change before the City has had the opportunity to update the Comprehensive Plan. Describe what conditions have changed since the Comprehensive Plan was adopted that necessitate a change to the Comprehensive Plan.

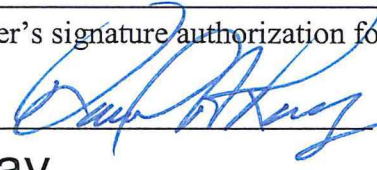
Environmental Considerations: Describe the current environmental conditions, such as native trees or forests, flood plains, characteristics of the applicable drainage basin, or other sensitive areas. Describe how the change to the Comprehensive Plan would affect these conditions.

APPLICATION IS HEREBY MADE TO THE CITY OF SHAWNEE PLANNING COMMISSION TO CONSIDER A RECOMMENDATION TO THE CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA, THAT THE COMPREHENSIVE PLAN'S FUTURE DEVELOPMENT GUIDE BE CHANGED FROM EXISTING LEVEL R-4 TO PROPOSED LEVEL R-1.

I hereby certify that the information herein submitted is complete, true, and accurate and that I/we have been notified of the development procedures and guidelines, including platting and site plan reviews if required and all fees and charges related to site improvements, development, and building permit costs.

Signature of applicant:  Date: 10/9/2020
Printed name: David Ray

☐ Check box if attaching owner's signature authorization form

Signature of property owner:  Date: 10/9/2020
Printed name: David Ray

Contact person for this application: David Ray

Contact person's phone number: 405-623-3770

Contact person's email address: mec@crosstel.net

FOR OFFICE USE ONLY Project# 201111

REC'D BY: _____ FEE: 526.00 RECEIPT NO.: _____

PLANNING COMMISSION DATE: _____

CITY COMMISSION DATE: _____

**GENERAL GUIDELINES FOR AMENDING THE COMPREHENSIVE PLAN
CITY OF SHAWNEE, OKLAHOMA**

SUBMITTAL:

- All applications shall be accompanied by a legal description of the area to be amended.
- Amendments to the Comprehensive Plan must be accompanied by a detailed explanation in writing, describing what has changed since the Comprehensive Plan was adopted to warrant this request.
- The applicant must provide:
 1. The completed application,
 2. A legal description (if submitted as an attachment, the legal description must be submitted in a separate PDF document), and
 3. A list of all owners and their mailing addresses of property located within a **300'** radius of the exterior of the tract, must accompany all applications, **except** for those which include multi-family or group home zoning, which requires a radius of **1,320** feet. The list must be obtained from a registered, bonded abstract company or a licensed title insurance company.

FEES:

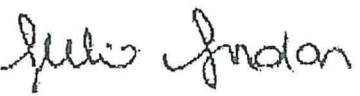
- The total amount of the fees shall accompany the application.
- The application fee for an amendment to the Comprehensive Plan is \$370.00. In addition to the application fee, a \$6.00 per property owner mailing fee will be charged.
- A legal notice will be published in a newspaper of general circulation in Shawnee, not less than 20 days, but not more than 30 days prior to the public hearing. Arrangements for this publication will be made by the City and the applicant is responsible for the publication cost, which will be billed directly to the applicant, by the newspaper.
- Posting of signs on the property is required on all petitions for amending the Comprehensive Plan at least 20 days prior to the public hearing and shall be posted by the City.
- If the Planning Commission approves the petition, it will be forwarded to the next City Commissioner's meeting after the Planning Commission meeting.

FOR FURTHER INFORMATION, PLEASE CALL THE CITY OF SHAWNEE PLANNING COMMISSION AT (405) 878-1616 OR VISIT THE CITY'S WEBSITE AT WWW.SHAWNEEOK.ORG.

Attachment to Application to Amend the Comprehensive Plan

Applicant plans to construct a proper entrance from 39th Street into the addition at its expense. Applicants seeks to work with the City of Shawnee for any improvements or additions to facilitate access from 39th Street into the addition.

First American Title Insurance Company

By: 

Julie Jordan

Abstractor License No. 4071

OAB Certificate of Authority # 017

File No. 2515937-OK99

OWNERSHIP LIST

ORDER NO. 2515937

DATE PREPARED: June 10, 2020

EFFECTIVE DATE: June 2, 2020 at 7:30 am

OWNER	LOT	BLK	ADDITION
CEDAR RIDGE INVESTMENTS PO BOX 70 EUFAULA OK 74432			BEGINNING NW/C E/2 SW/4 NW/4 S330' E660' N330' W660' POB LESS A TRACT BEGINNING 128.96'E NW/C E/2 SW/4 NW/4 E421.29' S343.28' W421.29' N343.29' POB & LESS BEGINNING 550.25'E NW/C E/2 SW/4 NW/4 N89*18'40"E 110' S1*39'18"E 343.17' S89*18'40W 115.79' N0*41'18"W 343.28' POB (5-10N-4E)
HARPER JAY V & DEBORAH D P O BOX 360 PAULS VALLEY, OK 73075			A TR BEG AT SW/C NW TH E 115.096' & N 805.42' TO POINT ON E R/W LINE OF STATE HWY 18 BEING TRUE POB TH E 535.46' TH N 100.01' W 534.06' TH S 100' POB A TR BEG AT SW/C NW TH E 115.096' & N 805.42' TO POINT ON E R/W LINE HWY 18 FOR TRUE POB TH E 535.46' TH N 100.01' TH W 534. 46' TO A POINT ON THE E R/W LINE HWY 18 TH S ALG HWY 100' TO POB (5-10N-4E)
HUDIMAX II LLC PO BOX 10719 MIDWEST CITY, OK 73140			BEG 115.096'E & 905.42'N SW/C NW E534.06' N249.37' W530.57' S250' POB (5-10N-4E)
HUDIMAX II LLC 6000 TINKER DIAGONAL MIDWEST CITY, OK 73110			93-SU BEG 132.59'E & 23'S NW/C SW NW S150' E530.58' N150' W528.58' POB, (5-10N-4E)
WILLIAMS KORBIN 1113 E 42ND ST SHAWNEE, OK 74804 275-1323			A TRACT BEGINNING 128.96'E NW/C E/2 SW/4 NW/4 E421.29' S343.28' W421.29' N343.29' POB (5-10N-4E)
VISION BANCSHARES INC 4301 N HARRISON SHAWNEE, OK 74804	2	1	VISION ADDITON SECTION II
HYATT DEVELOPMENT LLC 203 E 40TH SHAWNEE, OK 74804			BEG NW/C NW/4 E659.57' E737.71' S50' POB S44*44'14"W35.52' S57.11'

		S8*3'15"E42.03' S16*6'29"E181.55' E562.21' N1*53'34"W297.42' W585.34' POB & BEG SW/C LOT 17 BLK 3 HYATT ADDITION S280' POB E920.56' E51.88' E60.45' N115' N50' W9.82' N92.98'N16*6'29"W432.6' E12.5' N50' N114.99' E389.98' S978.14' W1321.2' N138.11' POB LESS A TRACT BEGINNING NW/C NW/4 E659.67' E737.71' S50' POB S44*44'14"W35.52' S57.11' S8*3'15"E42.03' S16*6'29"E 181.55' E562.21' N1*53'54"W 297.76'(297.42 OF REC)W583.63'(585.34 OF REC) POB (5-10N-4W)
VISION BANCSHARES INC ATTN LAVONDA JONES P O BOX 669 ADA, OK 74821		27-SU A TRACT IN THE W/2 OF LOT 4 BEG 659.57'E & 710'S NW/C NW/4 S618.54' W527.83' TO A PT ON THE E R-O-W OF HARRISON ST N ALG R-O-W 619.68' E519.29' POB & A TRACT BEG 450.08'ENW/C NW/4 E209.49 S1*E710' W219.23' N710' POB(2009-3200) LESS A TRACT DESCRIBED AS BEG SW/C LOT 2 BLK 1 VISION ADDITION THENCE N101.8' E300.06' S138.33' W116.28' THENCE ON A CURVE TO THE LEFT 48.74' W111.17' POB(2009-3198) & LESS APPROXIMATELY .21 ACRES DESCRIBED IN QCD 2016-13871 & LESS TRACTS PLATTED INTO VISION ADDITION SECTION II (5-10N-4E)
CEDAR RIDGE INVESTMENTS PO BOX 70 EUFAULA OK 74432		E/2 SW/4 NW/4 LESS 250' X 250' TO OG&E & 2.5A IN NW/C W/2 SE/4 NW/4 LESS TRACTS (5-10N-4E)
AMERICAN SELF STG LLC P O BOX 13540 OKLAHOMA CITY, OK 73113 629-0000 (several locations)		93-SU A TR NW BEG 115.096'E & 645.42'N SW/C NW SAID PT BEING ON E R/W LN STATE HWY 18 TH N160' E535.46' S476.84' W197.67' N316.81' W343.39' POB (BK 2844 PG 72-74) (5-10N-4E)
R A F PROPERTIES INC P O BOX 127 PIEDMONT, OK 73078 373-3385		I3-SU BEG 115.1'E SW/C NW E546.7' N328.6' W542.10' S328.6' POB EXPRESS PERSONNEL

			(5-10N-4E)
L & R REALTY INC % JIM ROBERTSON P O BOX 246 SHAWNEE, OK 74802	PART OF LOTS 6-8		ELBERTA W1/2 LOTS 6 THRU 8 LESS S54' LOT 6 LESS N321' OF W102' LOT 8 LESS 160'X280' TR IN LOT 8
KB ELECTRIC LLC 24850 GADDY RD TECUMSEH, OK 74873 777-6964	PART OF LOT 8		ELBERTA PT LOT 8 DES AS COMM NW/C SW TH ELY 998. 75' TH SLY 24.48' TO A POINT ON N LINE OF LOT 8 TH SOUTHERLY 280' TH WESTERLY 160' TH NORTHERLY 280' TH EASTERLY 160' POB
EPPLER LAWRENCE E & BARBARA J 1049 E 39TH ST SHAWNEE, OK 74804 573-486-	E1/2 LOTS 6 THRU 8 LESS S54' OF LOT 6		Elberta
DAVIES LARRY A P O BOX 37 SHAWNEE, OK 74802 275-2144-2475 in MO			27-SU W1/2 SW SE NW (5-10N-4E)
WENTZEL JENNIFER L & STEVEN M 1200 E 39TH ST SHAWNEE, OK 74804			E1/2 SW SE NW & BEG 1320'E SW/C NW E330' N24' W330' S24' POB (5-10N-4E)
NEW BEGINNINGS CHURCH 13809 MAY ADDITION RD SHAWNEE, OK 74804 275-2044			W2 W2 NW SE NW (5-10N-4E)
HOPKINS J ERIC & L LOREE 16 GRANADA SHAWNEE, 878-0550			BEGINNING 550.25'E NW/C E/2 SW/4 NW/4 N89°18'40"E 110' S1°39'18"E 343.17' S89°18'40W 115.79' N0°41'18"W 343.28' POB (5-10N-4E)
OKLA GAS & ELECTRIC % JEREMY ADAM P O BOX 321 M/C 710 OKLA CITY, OK 73101			93-SU 250' X 250' IN E1/2 SW NW (5-10N-4E)
AUSTIN ORVILLE R & BETTIE S <i>deceased</i> 10987 N KICKAPOO AVE & SUSAN F ANSELL TR SHAWNEE, OK 74804 878-0328		PART OF BLOCK 8	ELBERTA -N321' OF W105' OF BLK 8 INCLUDES 39TH ST ADJ ON N ELBERTA AVE
HYATT DEV LLC 203 E 40TH ST SHAWNEE, OK 74804 X3	19	1	HYATT ADDITION SEC 3
HYATT DEV LLC 203 E 40TH ST SHAWNEE, OK 74804	20	1	HYATT ADDITION SEC 3
GILCRAFT CONSTRUCTION INC 345589 E 950 RD CHANDLER, OK 74832	21	1	HYATT ADDITION SEC 3
LOPEZ GENARO & JESSICA 1113 ADELINE SHAWNEE, OK 74804	22	1	HYATT ADDITION SEC 3
JOHNSON CHRISTOPHER M & AMANDA 1117 ADELINE DR SHAWNEE, OK 74804	23	1	HYATT ADDITION SEC 3

ABODE DESIGN AND CONSTRUCTION 1117 ADELINE DR SHAWNEE, OK 74804	24	1	HYATT ADDITION SEC 3
HYATT DEV LLC 203 E 40TH ST SHAWNEE, OK 74804	25	1	HYATT ADDITION SEC 3
BUSLER RUSSELL & JULIE K 1129 ADELINE DR SHAWNEE, OK 74804 664-3135	26	1	HYATT ADDITION SEC 3
CHAMBERS JAMI & JILL BOLES 1133 ADELINE DR SHAWNEE, OK 74804	27	1	HYATT ADDITION SEC 3
JAMES KAYLA 1137 ADELINE SHAWNEE, OK 74804	28	1	HYATT ADDITION SEC 3
DOUTHIT TYLER & SARAH 1141 ADELINE DR SHAWNEE, OK 74804	29	1	HYATT ADDITION 3
ORTEGA PATRICIA R & JESSICA L HARDIN 23 CONCORD BLVD SHAWNEE, OK 74804 X4			BEG 165'E NW/C SE NW E80' S226' W80' N226' POB (5-10-4E)
NEW BEGINNINGS CHURCH 1203 E 42ND SHAWNEE, OK 74804 275-2044			27-SU BEG 245'E NW/C SE NW E90' S226' W90' N226' POB. (5-10-4E)
ORTEGA PATRICIA R & JESSICA L HARDIN 23 CONCORD BLVD SHAWNEE, OK 74804			27-SU BEG 335'E & 226'S NW/C SE NW S56' W150' N56' E150' POB. (5-10N-4E)
ORTEGA PATRICIA R & JESSICA L HARDIN 23 CONCORD BLVD SHAWNEE, OK 74804			BEG 335'E & 282'S NW/C SE NW S79' W150' N79' E150' POB (5-10-4E)
ORTEGA PATRICIA R 1311 LAVERNE AVE SHAWNEE, OK 74801 ORTEGA PATRICIA JESSICA HARDIN 23 CONCORD BLVD SHAWNEE, OK 74804			27-SU BEG 335'E & 361'S NW/C SE NW S125'W150'N125' E150' POB. (5-10N-4E) A TRACT OF LAND CONTAINING .70 ACRES MORE OR LESS LOCATED IN THE W/2 NW/4 SE/4 NW/4 ALSO DESCRIBED IN BOOK 860 PAGE 458 AS BEG 335'E & 486'S OF NW/C SE/4 NW/4 S165.25' W186' N161.97' E186' POB TOD TO NATHAN JACOBS & RAEANNA ESCOBAR & CHRISTOPHER ORTEGA & JESSICA HARDIN & TAYLOR SHORT 2015- 14291 (5-10N-4E)
TINKER FEDERAL CREDIT UNION ATTN: PENNY HOSKINSON PO BOX 45750 OKLA CITY, OK 73145	1	1	Tinker Federal Credit

In Support of R-1 Petition

Travis Minix

1303 Berkshire
Place Shawnee OK.

Dano Hammer
1401 Berkshire Pl.
Shawnee, OK 74802

Kevin Robison
1501 Berkshire Pl.
Shawnee, OK. 74804

Phyllis Flora
1407 Manchester
Shawnee, OK 74804

Chester W. Quinn
1302 Camelot Ct. So.
Jason Shubert

1306 Manchester
Shawnee, OK 74804

Lawrence Fable
1049 E. 39th
Shawnee OK

Jamie Burlison-Zurek
1407 Berkshire Pl

Shawnee, Okla 74804
Mark + Sheila Worland
1507 Berkshire Pl.
Shawnee, OK. 74804

Rae Chesel
1306 Camelot Ct.
Shawnee, Okla. 74804

Janette Smith
1305 Berkshire Pl.
Shawnee, OK 74804

Brenda Simpson
1308 Manchester Dr.
Shawnee, OK
74804

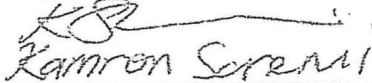
In Support of R-1 Petition

1319 Manchester Dr

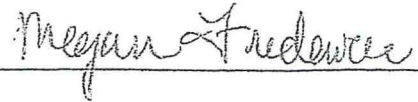


(Bob Fredericks)

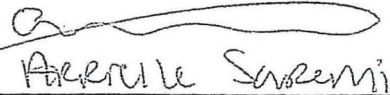
1214 Cambridge Dr.


Kamron Soremi

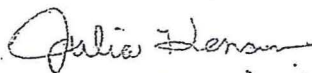
1309 Manchester Drive


Megan Fredericks

1214 Cambridge Dr.


Aerile Soremi


Rodney Lane


Julia Henson

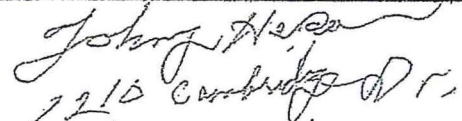
1210 Cambridge Dr

Shawnee OK 74804

1212 Cambridge Dr

SHAWNEE, OK

74804


John Henson

1210 Cambridge Dr.

Shawnee OK 74804

Steve Denton

1208 Cambridge Dr


Terri Denton

Bob and Brenda Rosson

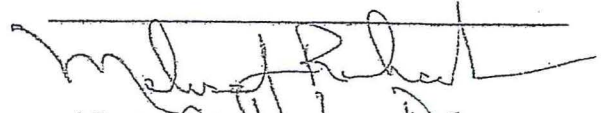
1202 Cambridge Dr.

Shawnee, OK 74804

Nuel & Susan Stevens

1204 Cambridge Dr.

Shawnee, OK 74804

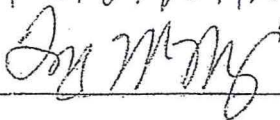

Melvin R. R...

1310 Cambridge Dr

Shawnee OK 74804

Tony & Mary

1310 Nottingham Circle


Tony & Mary


Jan F...

1306 Nottingham Circle

In Support of R-1 Petition

Erin Allred
1301 Manchester Dr.
Shawnee, OK 74804

Barbara Ollis
1305 Manchester Dr
Shawnee OK 74804

Joan Eldrich
1307 Manchester Dr.
Shawnee, OK 74804

Billy Manning
1213 Cambridge Drive
SHAWNEE OK 74804

Bartana Manning
1213 Cambridge Drive
Shawnee OK 74804

Brandi Strayhorn
1211 Cambridge Dr
Shawnee, OK 74804

Pam Finley
1209 Cambridge Dr.
Shawnee, OK 74804

Patricia Cunningham
1207 Cambridge
Shawnee, OK 74804

Bobbie Rider
1205 Cambridge Dr
Shawnee, OK 74804

Megan Boswood
1203 Cambridge Dr
Shawnee OK 74804

Linda E. Brown
1301 Cambridge Dr
Shawnee, OK 74804

Paul E Brown
1301 Cambridge Dr
Shawnee OK
74804

Oz Mitchell
1305 Cambridge
Shawnee, OK 74804

Cari Combs
1307 Cambridge Dr.
Shawnee, OK 74804

In Support of R-1 Petition

Barbara Epple
1049 E. 39th

Russell Madril
3002 Kensington Pl

Blanche Brody
1304 Berkshire Pl.
Shawnee OK.

Martha Cannon
1401 Manchester Dr
Shawnee OK 74804

Joan Wellin
1404 Berkshir Pl
Shawnee, OK 74804

Joni Hauzer
1406 Berkshire Pl.
Shawnee, OK 74804

Beatrice N. Smith
3007 CROWN PT
Shawnee, OK 74804

Denise Floyd
1500 Berkshire
Shawnee, OK 74804

Wei' Zhao
1307 Camelot Ct
Shawnee OK 74804

Stephen Brewer
1506 Berkshir
Shawnee, OK 74804

Kourtney King
Lane King 1301 camelot Ct

Coeta Lyn Bate
3006 Kensington Pl.
Shawnee, OK 74804

~~Ben & Erin~~ Alfred
1301 Manchester Dr.
Shawnee, OK 74804

In Support of R-1 Petition

Jonathan Callis

James
1311 Cambridge Dr. source

Suzan Dick & Gary Dick
1309 Nottingham Circle

Karen Phillip
1307 Nottingham Circle

In Support of R-1 Petition

Dale & Dana Myers
1302 Nottingham Circle

Eddie Morrow
Debbie

1300 Nottingham Circle

Arsid Pen x hi

1301 Berkshire Place

Korbin Williams

1113 E. 42nd St.

In Support of R-1 Petition

Kevin Nichols

Mark Moring

Kasie Nichols

Arena Keely

Amanda Ramsey

Chris/Cally

Jerry Bushong

Lis Maldonado

Pat Lake

Lawena Britt

In Support of R-1 Petition

ROBERT MOON	1215 WINDSOR PL
Doris Morgan	2107 Northridge Rd.
Jeff Wallard Joseph Wallard	2707 Northridge Rd.
	2707 Northridge Rd
Amy Wallard Amy Wallard	Shawnee, OK 74804
Larry Stillwell	2707 Northridge Rd
Larry Stillwell	Shawnee, OK 74804
Pauline Stillwell	2707 Northridge Rd
Pauline Stillwell	Shawnee, OK 74804
Kyle Townsend Elizabeth Ebach	1301 Windsor Pl
Nick Dingus Rodney Ebach	Shawnee, OK 74804
Matt Schuetz	
Lincoln Adams	
Jesse Nitz 1213 Windsor Pl	Donna Lee
Leslie Shell 1213 Windsor Pl	
Jenna Lee Jones	1211 Windsor Pl.
Doug Walker Doug Walker	Shawnee, OK 74804

In Support of R-1 Petition

Jessz Diquidovic

1205 Windsor Place Shawnee, OK 74804

Mona Taylor

1203 Windsor Pkce
74804

Ed Guthrie

2806 Simco Pl
74804

Leslie Taron

2812 Simco Pl
Shawnee OK. 74804

Mark J. Jones

1210 Castle Creek St
Shawnee, OK 74804

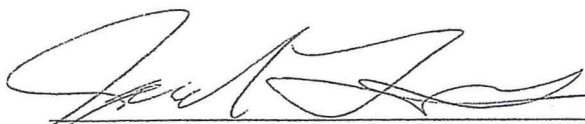
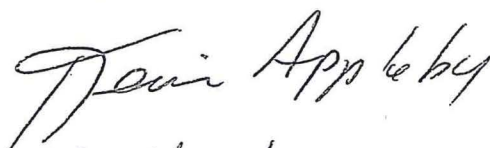
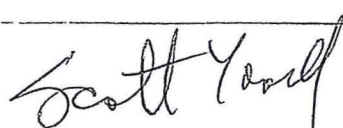
Carol LaFence

1212 Castle Creek St
Shawnee, OK 74804

In Support of R-1 Petition

 2708 Northridge Rd	Brandi Hutchings 1206 Windsor Place Shawnee, OK 74804
M. J. Farneth 2708 Northridge Rd	
2706 Northridge Rd. Nancy Moss	Faye Black 1204 Windsor Pl. Shawnee, OK. 74804
Jeanne Applegate 2704 Northridge Rd	Kathy Carrington 1201 Windsor Place Shawnee, OK 74804
Dick Jackson 2702 Northridge Rd.	John Carrington 1201 Windsor Place Shawnee, OK 74804
Ramona Jackson 2702 Northridge Rd	Heather Crowley 2804 Simco Pl.
Von Carter 1212 Windsor Place	Jason Stephanie & Dodd 1202 Windsor PL
Scott Yandell 1210 Windsor Place	Rebecca Chatham 1202 Castle Creek St.

In Support of R-1 Petition

 2108 Northridge Rd M Jurdeth 2708 Northridge Rd 2706 Northridge Rd. Nancy Moss	Brandi Hutchings 1206 Windsor Place Shawnee, OK 74804 Faye Black 1204 Windsor Pl. Shawnee, OK. 74804
 2704 Northridge Rd	Kathy Carrington 1201 Windsor Place Shawnee, OK 74804
 2702 Northridge Rd.	John Carrington 1201 Windsor Place Shawnee, OK 74804
Ramona Jackson 2702 Northridge Rd	Heather Crowley 2804 Simco Pl.
Von Carter 1212 Windsor Place	Jason Stephanie & Dodd 1202 Windsor Pl
 1210 Windsor Place	Rebecca Chatham 1202 Castle Creek St.

In Support of R-1 Petition

John Nichols
1200 Castle

Edna Nichols
1200 Castle Creek

KATE SPENCER
~~1200~~ 1211 CASTLE CREEK, OK
74804

CHARLES COTTRELL
Charles Cottrell
Theralene Cottrell
Theralene Cottrell

1213 Castle Creek St
SHAWNEE, OKLA

(Kitt)
Katherine Vickrey
1300 Camelot Ct
Shawnee, OK 74804

Roxette M Winslow
1303 Windsor Pl.
Shawnee.

In Support of R-1 Petition

Jack Leach
1300 Berkshire Pl
Shawnee, OK

Buddy & Tamara Lawson
1502 Berkshire Place
Shawnee, OK 74804

Charles Leach
1300 Berkshire Pl
Shawnee OK 74804

Guarita Duke
1304 Cambridge Dr.
Shawnee, OK 74804

W. A. Dan
1136 E 39th St

Shawnee, OK. 74804

Jane Sanders
1306 Cambridge Dr.
Shawnee, OK 74804

Mary Kay Heller
9 Castle Creek Pl
Shawnee, OK 74804

Paul Sanders
1306 Cambridge Dr.
Shawnee, OK 74804

Patricia London
3 Castle Creek Pl.
Shawnee, Ok. 74804

Robert H. Britt
1402 Nottingham Pl
Shawnee, OK 74804

Connie Bradbury
2810 Simco Pl
Shawnee, OK 74804

John D. Coker
1402 Nottingham Pl
Shawnee, OK 74804

Angie Young
1 Castle Creek Pl
Shawnee, OK 74804

In Support of R-1 Petition

Keaton Sims 1221 Palmer Drive

Sawyer Sims 1221 Palmer Dr

Neuma Hoyd 1217 Palmer

Bill Kithney 1209 Palmer

1205 PALMER

Bill Kierland

1201 Palmer Dr.

Chris Kierland

1303 Castle Creek St

address
?

Carolee Coz

Larry Jones
1311 CASTLE CREEK

Joyce Nash 1312
Castle
Creek

Bill
1313 WINDSOR PL

JACK Thompson
1311 Windsor Pl

Holly Thompson

1311 Windsor Pl.

*
NOT
WORTH
THE
TROUBLE
Rosemarie Bushong
1 Turkey Knob
Shawnee, Ok 74804

Don Steyer
1305 Windsor Pl.

In Support of R-1 Petition

Crest Dixon
1215 Cambridge Dr
Shawnee OK 74804

Kathryn Ray
1224 Palmer Dr.
Shawnee, OK 74804

Charles R White
1220 Palmer DR,
Shawnee, OK 74804

Lay L
1008 PALMER DR.
SHAWNEE OK

Shida Anglin
1204 Palmer Dr
Shawnee OK

Jeff Lewis
1702 Castle Creek St.

Michael D. Warr
1306 Castle Creek St

Geraldine Weisley
1310 Castle Creek
Shawnee, OK 74804

Jeff Hawkins
1316 Windsor Place
Shawnee, Ok 74804

Joni Hawkins
1316 Windsor Pl.
Shawnee, Ok. 74804

Heather Haddad
1314 Windsor Pl.
Shawnee, OK 74804

Mike & Linda Perry
100 CASTLE CREEK PLACE
1308 Windsor Pl

Phil Beckles
1302 Manchester Dr.

Donna Perry

In Support of R-1 Petition

David Wiley

Joan Wiley

Cindy Bantley
1505 Berkshire Place

Scott Bantley
1505 Berkshire Place

Keely Dean
1503 Berkshire Pl.

Thomas D. Floyd
1500 Berkshire Pl.

Wm. Connelly
1408 Berkshire Place

Rebecca Connolly
1408 Berkshire Pl

In Support of R-1 Petition

WILSON LANHAM^M/MICHELLE LANHAM
1308 BERKSHIRE PLACE

In Support of R-1 Petition

Linda Flanagan

1207 Windsor Place



DATE: November 13th, 2020

FROM: Rebecca Blaine, Planning Director

RE: Case #CPA01-20: Rezone Request within 300' of your property

The applicant, CEDAR RIDGE INVESTMENTS, LLC, is requesting an amendment to the 2040 Comprehensive Plan to allow rezoning from A-1 (Rural Agricultural District) to R-1 (Single Family Residential District) instead of the prescribed High-Density Residential land use proposed in the Comprehensive Plan's Future Land Use Map for 13.49 acres located on the north side of E 39th Street, approximately 1100' east of Harrison Avenue, and is legally described as:

A tract of land lying the East Half of the Southwest Quarter of the Northwest Quarter (E/2 SW/4 NW/4) of Section Five (5), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, and further describe as: Commencing at the Northwest Corner of said E/2 SW/4 NW/4: thence N89° 18'40"E along the North line of said E/2 SW/4 NW/4 a distance of 550.25 feet: thence S00°41'18"E a distance of 343.28 feet to the Point of Beginning: thence N89°18'40"E a distance of 115.79 feet to the East line of said E/2 SW/4 NW/4; thence S01°39'18"W a distance of 375.20 feet to the Point of Beginning,

AND

A tract of land described as beginning at the Northwest Corner of the East Half of the Southwest Quarter of the Northwest Quarter (NW/4 E/2 SW/4 NW/4) of Section 5, Township 10 North, Range 4 East of the Indian Meridian, Pottawatomie County, Oklahoma; thence N 89°18'40"E along the North line of said E/2 SW/4 NW/4 a distance of 128.96 feet; thence S00°41'18"E a distance of 343.28 feet; thence N89°18'40"E a distance of 421.29 feet; thence S01°39'18"E along said East line a distance of 607.74 feet to the South line of said E/2 SW/4 NW/4; thence S89°17'32"W along said South line a distance of 411.86 feet; thence N01°35'06"W a distance of 250.00 feet; thence S89°17'32"W a distance of 250.00 feet to the West line of said E/2 SW/4 NW/4: thence N01°35'06"W along said West line a distance of 1077.50 feet to the point of beginning.

The purpose of the 2040 Comprehensive Plan amendment request is to plat a single-family residential subdivision.

You are receiving this letter because your property is within three hundred (300) feet of the property where this request is being proposed.

ORDINANCE NO. _____ NS

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 SW/4 NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID E/2 SW/4 NW/4; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 550.25 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET TO THE POINT OF BEGINNING; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 376.20 FEET; THENCE S89°18'40"W A DISTANCE OF 115.79 FEET; THENCE N01°39'18"W A DISTANCE OF 375.20 FEET TO THE POINT OF BEGINNING AND A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 E/2 SW/4 NW/4) OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 128.96 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET; THENCE N89°18'40"E A DISTANCE OF 421.29 FEET; THENCE S01°39'18"E A DISTANCE OF 376.20 FEET; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4 NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 607.74 FEET TO THE SOUTH LINE OF SAID E/2 SW/4 NW/4; THENCE S89°17'32"W ALONG SAID SOUTH LINE A DISTANCE OF 411.86 FEET; THENCE N01°35'06"W A DISTANCE OF 250.00 FEET TO THE WEST LINE OF SAID E/2 SW/4 NW/4; THENCE N01°35'06"W ALONG WEST LINE A DISTANCE OF 1077.50 FEET TO THE POINT OF BEGINNING FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 7th day of December, 2020, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to R-1 (Single Family Residential District).

WHEREAS, the Planning Commission of the City of Shawnee has conducted one or more public hearings on said application pursuant to notice as required by law and has submitted its final report and recommendation upon said application to the Board of Commissioners; and,

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-1 (Single Family Residential District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (E/2 SW/4 NW/4) OF SECTION FIVE (5), TOWNSHIP TEN (10) NORTH, RANGE FOUR (4) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID E/2 SW/4 NW/4; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 550.25 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET TO THE POINT OF BEGINNING; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 376.20 FEET; THENCE S89°18'40"W A DISTANCE OF 115.79 FEET; THENCE N01°39'18"W A DISTANCE OF 375.20 FEET TO THE POINT OF BEGINNING AND A

TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4 E/2 SW/4 NW/4) OF SECTION 5, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA; THENCE N89°18'40"E ALONG THE NORTH LINE OF SAID E/2 SW/4 NW/4 A DISTANCE OF 128.96 FEET; THENCE S00°41'18"E A DISTANCE OF 343.28 FEET; THENCE N89°18'40"E A DISTANCE OF 421.29 FEET; THENCE S01°39'18"E A DISTANCE OF 376.20 FEET; THENCE N89°18'40"E A DISTANCE OF 115.79 FEET TO THE EAST LINE OF SAID E/2 SW/4 NW/4; THENCE S01°39'18"E ALONG SAID EAST LINE A DISTANCE OF 607.74 FEET TO THE SOUTH LINE OF SAID E/2 SW/4 NW/4; THENCE S89°17'32"W ALONG SAID SOUTH LINE A DISTANCE OF 411.86 FEET; THENCE N01°35'06"W A DISTANCE OF 250.00 FEET TO THE WEST LINE OF SAID E/2 SW/4 NW/4; THENCE N01°35'06"W ALONG WEST LINE A DISTANCE OF 1077.50 FEET TO THE POINT OF BEGINNING FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this 7th day of December, 2020.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this 7th day of December, 2020.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

12. a.

Meeting Date: 12/07/2020

Statements of Qualifications

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Independence Street Sidewalk Design Project from Kickapoo Avenue to Harrison Avenue
(Award/Contract Negotiation)

Attachments

Memo

RFQ



Office of Engineering
MEMORANDUM

DATE: Monday, December 7, 2020
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Multiple Sidewalk Design Projects

Beginning on September 14th, staff released a Request for Qualifications (RFQ) for multiple sidewalk design projects. The RFQ listed 5 potential projects: 1. Kickapoo Street from I-40 to MacArthur, 2. Wallace Street from Kickapoo to Harrison, 3. Highland Street from Harrison to Bryan, 4. Independence Street from Kickapoo to Harrison and 5. Farrell/Harrison Street from Beard to Highland. The RFQ was publicized in the newspaper, City website and other online platforms. The Statement of Qualifications (SOQ) from responding firms was due on October 9, 2020 by 4:00 pm.

Staff received 13 qualified SOQ's:

- CEC
- Cowan Group Engineering
- Crafton Tull
- EST
- Kimley Horn
- MacArthur Associated Consultants
- Meshek and Associates, LLC
- Olsson, Inc.
- Park Hill / Cardinal Engineering
- Poe and Associates, Inc.
- Smith Roberts Baldischwiler, LLC
- TEIM Design
- Walter P Moore

Staff reviewed the SOQ's, shortlisted, and interviewed 5 respondents who had the highest ranked SOQ's. (CEC, Cowan, Crafton Tull, MacArthur and Olsson)

Staff is asking for authorization to begin negotiations with CEC, Crafton Tull and Olsson to develop contracts for professional design services that will be brought back before commission for approval.

Staff would like to award the sidewalk projects as follows:

- Independence Street from Kickapoo to Harrison – CEC
- Highland Street from Harrison to Bryan – Crafton Tull
- Kickapoo Street from I-40 to MacArthur – Olsson

Highland Street & Farrell/Harrison Street sidewalk projects will awarded in the future.

The projects will be funded out of the 302 street-fund, in conjunction with a dollar-for-dollar Avedis foundation grant.



ENGINEERING DEPT.

September 14, 2020

**Request for Qualifications for Engineering Services
For
Multiple Sidewalk Design Projects
Shawnee, Oklahoma**

Introduction

The City of Shawnee, Oklahoma, with municipal offices at 222 N Broadway, PO Box 1448, Shawnee, Oklahoma, 74802 is the requesting entity.

The City of Shawnee, hereinafter referred to as the City, is seeking the services of a qualified engineer firm for design services to design sidewalks as outlined below:

- Filling in existing gaps in the sidewalk, on both sides of the street, along the Kickapoo street corridor from MacArthur Street to I-40. (Approx. 1.52 miles)
- Both sides of the street, along the Wallace Street corridor from Kickapoo Street to Harrison Street. (Approx. 1.00 miles)
- Both sides of the street, along the Highland Street corridor from Harrison Street to Bryan Street. (Approx. 1.00 miles)
- Both sides of the street, along the Independence Street corridor from Kickapoo Street to Harrison Street. (Approx. 1.00 miles)
- Both sides of the street, along the Farrell/Harrison corridor from Beard Street to Highland Street. (Approx. 1.32 miles)

PART ONE: Project Criteria

City of Shawnee is soliciting qualification statements for Engineering services to assist City with:

Phase I: Land Survey

- Horizontal Control, Vertical Control, Land ties according Oklahoma State Plane coordinate system. Provided primary and secondary project control base on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plan Coordinates South Zone for the entire length of the project.
- Topographic Survey – Field survey of topographic features. (Locate above ground natural and manmade features) Existing utilities should be shown based on available records and Call-Okie locates.
- Verify property ownerships, right of way and easements for the entire length of the project.

Phase II: The preparation of specifications, plans, and details.

- Complete and provide detailed construction drawings.
- Right of way and easements shall be minimized, however if it cannot be avoided, construction drawings shall indicate the proposed right of way and easement plan, as required.
- Prepare legal descriptions and exhibits.
- Prepare OKR10 or Notice of Intent.
- Prepare contract documents and specifications.
- Provide construction cost estimates.
- Obtain necessary permits. (State and Federal)

Phase III: Bidding Assistance and Construction Administration

- Finalize the construction drawings, contract documents, and specifications for one bid package.
- Attend necessary Pre-construction meetings.
- Review contractor request for information, issue revisions to construction documents and provide design clarifications if necessary.
- Prepare Addendums, if necessary.
- Review change orders, if necessary.
- Prepare record drawings and conduct final inspection.

Payment terms and contract for services will be negotiated with the selected firm. The firm selected will work closely with the City manager, City Engineering Staff, and other City personnel to develop a detailed scope of the project.

PART TWO: REQUEST FOR QUALIFICATION STATEMENTS

The following information should be included under the title “Request for Qualification Statements for Engineering Services for the City of Shawnee”:

- a. Name of Respondent.
- b. Respondent address.
- c. Respondent telephone number and email address(es)
- d. Respondent federal tax identification number.
- e. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate Respondent.

Contents of Qualifications Submittal

Interested Respondents are invited to submit qualifications that contain the following information.

1. Introduction (transmittal letter).
2. Background and experience.
3. Specialized knowledge.
4. Personnel/Professional Qualifications.

1. Introduction (transmittal letter)

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent in a fully executed contract with the City of Shawnee. The RFQ response should include:

- a. A brief statement of the Respondent’s understanding of the scope of the work to be performed;
- b. A certification that the Respondent meets the appropriate state licensing requirements to practice in the State of Oklahoma;
- c. A certification that the Respondent has not had a record of substandard work within the last five years;
- d. Any other information that the Respondent feels is appropriate;
- e. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the qualifications.

2. Background and Experience

Respondent should:

- a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- b. Describe the firm's workload and current capacity to accomplish the work in the required time.
- c. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project.
- d. Describe Respondent's firm's presence in and commitment to Oklahoma.
- e. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.
- f. Provide a description of at least three (3) projects of similar size and scope, performed within the past five (5) years, where the firm was the lead consultant. Include the name of the client, project name and location, and name and phone number of a contact person for the project.

3. Specialized Knowledge

Respondent should:

- a. Describe their knowledge and experience in the particular types of projects described in Part One.
- b. List the name, address, phone number, and contact for any sub consultants that the engineering firm anticipates using to complete the Scope of Work.

4. Personnel/Professional Qualifications

Respondent should:

- a. Identify staff members who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services and the functions to be performed by each.
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience.
- c. Estimate the number of persons to be assigned to this project, indicating the number working in Oklahoma and the number working elsewhere, if any.

PART THREE: SELECTION CRITERIA

The City of Shawnee retains the right to reject all proposals and to re-solicit if deemed to be in the best interest of the City.

The City of Shawnee will evaluate each potential engineering firm in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Capacity to begin the work immediately and complete the project in a timely manner;
4. Past performance on recent projects in terms of cost control, quality of work, and compliance with performance schedules;

Suggested Rating Points;

The Respondents will be evaluated on the basis of the written material submitted and according to the following factors:

1. Experience of the firm with this particular type of design project as described in Part One..... 25 pts
Experience of the design team with similar projects..... 25 pts
Current capacity to accomplish the work in a timely manner..... 20 pts
2. Reference from other clients attesting to firm's:
 - a. Quality of work..... 10 pts
 - b. Compliance with performance schedules..... 10 pts
3. Intangibles..... 10 pts

The top 3 or 4 Respondents scoring the highest will be selected for interviews with the selection Committee, on site, at City of Shawnee offices, time and date to be determined. Multiple firms may, or may not, be selected for individual projects based on city scheduling and the selected firm's capability to provide adequate design capacity.

PART FOUR: SUBMITTAL

Five (5) copies of the Statement of Qualifications must be submitted must be submitted in a sealed envelope, with the name of the project and Responder clearly written, to the Shawnee Engineering Department, Attn: City Engineer, 222 N. Broadway, Shawnee, Oklahoma 74801 by 5:00 PM on Friday, October 9, 2020.

Regular Board of Commissioners

12. b.

Meeting Date: 12/07/2020

Statements of Qualifications

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Highland Street Sidewalk Design Project from Harrison Avenue to Bryan Avenue (Award/Contract Negotiation)

Attachments

Memo

RFQ



Office of Engineering
MEMORANDUM

DATE: Monday, December 7, 2020
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Multiple Sidewalk Design Projects

Beginning on September 14th, staff released a Request for Qualifications (RFQ) for multiple sidewalk design projects. The RFQ listed 5 potential projects: 1. Kickapoo Street from I-40 to MacArthur, 2. Wallace Street from Kickapoo to Harrison, 3. Highland Street from Harrison to Bryan, 4. Independence Street from Kickapoo to Harrison and 5. Farrell/Harrison Street from Beard to Highland. The RFQ was publicized in the newspaper, City website and other online platforms. The Statement of Qualifications (SOQ) from responding firms was due on October 9, 2020 by 4:00 pm.

Staff received 13 qualified SOQ's:

- CEC
- Cowan Group Engineering
- Crafton Tull
- EST
- Kimley Horn
- MacArthur Associated Consultants
- Meshek and Associates, LLC
- Olsson, Inc.
- Park Hill / Cardinal Engineering
- Poe and Associates, Inc.
- Smith Roberts Baldischwiler, LLC
- TEIM Design
- Walter P Moore

Staff reviewed the SOQ's, shortlisted, and interviewed 5 respondents who had the highest ranked SOQ's. (CEC, Cowan, Crafton Tull, MacArthur and Olsson)

Staff is asking for authorization to begin negotiations with CEC, Crafton Tull and Olsson to develop contracts for professional design services that will be brought back before commission for approval.

Staff would like to award the sidewalk projects as follows:

- Independence Street from Kickapoo to Harrison – CEC
- Highland Street from Harrison to Bryan – Crafton Tull
- Kickapoo Street from I-40 to MacArthur – Olsson

Highland Street & Farrell/Harrison Street sidewalk projects will awarded in the future.

The projects will be funded out of the 302 street-fund, in conjunction with a dollar-for-dollar Avedis foundation grant.



ENGINEERING DEPT.

September 14, 2020

**Request for Qualifications for Engineering Services
For
Multiple Sidewalk Design Projects
Shawnee, Oklahoma**

Introduction

The City of Shawnee, Oklahoma, with municipal offices at 222 N Broadway, PO Box 1448, Shawnee, Oklahoma, 74802 is the requesting entity.

The City of Shawnee, hereinafter referred to as the City, is seeking the services of a qualified engineer firm for design services to design sidewalks as outlined below:

- Filling in existing gaps in the sidewalk, on both sides of the street, along the Kickapoo street corridor from MacArthur Street to I-40. (Approx. 1.52 miles)
- Both sides of the street, along the Wallace Street corridor from Kickapoo Street to Harrison Street. (Approx. 1.00 miles)
- Both sides of the street, along the Highland Street corridor from Harrison Street to Bryan Street. (Approx. 1.00 miles)
- Both sides of the street, along the Independence Street corridor from Kickapoo Street to Harrison Street. (Approx. 1.00 miles)
- Both sides of the street, along the Farrell/Harrison corridor from Beard Street to Highland Street. (Approx. 1.32 miles)

PART ONE: Project Criteria

City of Shawnee is soliciting qualification statements for Engineering services to assist City with:

Phase I: Land Survey

- Horizontal Control, Vertical Control, Land ties according Oklahoma State Plane coordinate system. Provided primary and secondary project control base on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plan Coordinates South Zone for the entire length of the project.
- Topographic Survey – Field survey of topographic features. (Locate above ground natural and manmade features) Existing utilities should be shown based on available records and Call-Okie locates.
- Verify property ownerships, right of way and easements for the entire length of the project.

Phase II: The preparation of specifications, plans, and details.

- Complete and provide detailed construction drawings.
- Right of way and easements shall be minimized, however if it cannot be avoided, construction drawings shall indicate the proposed right of way and easement plan, as required.
- Prepare legal descriptions and exhibits.
- Prepare OKR10 or Notice of Intent.
- Prepare contract documents and specifications.
- Provide construction cost estimates.
- Obtain necessary permits. (State and Federal)

Phase III: Bidding Assistance and Construction Administration

- Finalize the construction drawings, contract documents, and specifications for one bid package.
- Attend necessary Pre-construction meetings.
- Review contractor request for information, issue revisions to construction documents and provide design clarifications if necessary.
- Prepare Addendums, if necessary.
- Review change orders, if necessary.
- Prepare record drawings and conduct final inspection.

Payment terms and contract for services will be negotiated with the selected firm. The firm selected will work closely with the City manager, City Engineering Staff, and other City personnel to develop a detailed scope of the project.

PART TWO: REQUEST FOR QUALIFICATION STATEMENTS

The following information should be included under the title “Request for Qualification Statements for Engineering Services for the City of Shawnee”:

- a. Name of Respondent.
- b. Respondent address.
- c. Respondent telephone number and email address(es)
- d. Respondent federal tax identification number.
- e. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate Respondent.

Contents of Qualifications Submittal

Interested Respondents are invited to submit qualifications that contain the following information.

1. Introduction (transmittal letter).
2. Background and experience.
3. Specialized knowledge.
4. Personnel/Professional Qualifications.

1. Introduction (transmittal letter)

By signing the letter, the Respondent certifies that the signatory is authorized to bind the Respondent in a fully executed contract with the City of Shawnee. The RFQ response should include:

- a. A brief statement of the Respondent’s understanding of the scope of the work to be performed;
- b. A certification that the Respondent meets the appropriate state licensing requirements to practice in the State of Oklahoma;
- c. A certification that the Respondent has not had a record of substandard work within the last five years;
- d. Any other information that the Respondent feels is appropriate;
- e. The signature of an individual who is authorized to provide information of this nature in the name of the Respondent submitting the qualifications.

2. Background and Experience

Respondent should:

- a. Describe Respondent's firm by providing its full legal name, date of establishment, type of entity and business expertise, short history, current ownership structure, and any recent or materially significant proposed change in ownership.
- b. Describe the firm's workload and current capacity to accomplish the work in the required time.
- c. Describe any issue the characteristics of which would be uniquely relevant in evaluating the experience of Respondent's firm to handle the proposed project.
- d. Describe Respondent's firm's presence in and commitment to Oklahoma.
- e. Provide current information on professional errors and omissions coverage carried by Respondent's firm, including amount of coverage.
- f. Provide a description of at least three (3) projects of similar size and scope, performed within the past five (5) years, where the firm was the lead consultant. Include the name of the client, project name and location, and name and phone number of a contact person for the project.

3. Specialized Knowledge

Respondent should:

- a. Describe their knowledge and experience in the particular types of projects described in Part One.
- b. List the name, address, phone number, and contact for any sub consultants that the engineering firm anticipates using to complete the Scope of Work.

4. Personnel/Professional Qualifications

Respondent should:

- a. Identify staff members who would be assigned to act for Respondent's firm in key management and field positions providing the services described in Part One: Scope of Services and the functions to be performed by each.
- b. Include resumes or curriculum vitae of each such staff member designated above, including name, position, telephone number, fax number, email address, education, and years and type of experience.
- c. Estimate the number of persons to be assigned to this project, indicating the number working in Oklahoma and the number working elsewhere, if any.

PART THREE: SELECTION CRITERIA

The City of Shawnee retains the right to reject all proposals and to re-solicit if deemed to be in the best interest of the City.

The City of Shawnee will evaluate each potential engineering firm in terms of its:

1. Professional qualifications necessary for satisfactory performance of required services;
2. Specialized experience and technical competence in the type of work required;
3. Capacity to begin the work immediately and complete the project in a timely manner;
4. Past performance on recent projects in terms of cost control, quality of work, and compliance with performance schedules;

Suggested Rating Points;

The Respondents will be evaluated on the basis of the written material submitted and according to the following factors:

1. Experience of the firm with this particular type of design project as described in Part One..... 25 pts
Experience of the design team with similar projects..... 25 pts
Current capacity to accomplish the work in a timely manner..... 20 pts
2. Reference from other clients attesting to firm's:
 - a. Quality of work..... 10 pts
 - b. Compliance with performance schedules..... 10 pts
3. Intangibles..... 10 pts

The top 3 or 4 Respondents scoring the highest will be selected for interviews with the selection Committee, on site, at City of Shawnee offices, time and date to be determined. Multiple firms may, or may not, be selected for individual projects based on city scheduling and the selected firm's capability to provide adequate design capacity.

PART FOUR: SUBMITTAL

Five (5) copies of the Statement of Qualifications must be submitted must be submitted in a sealed envelope, with the name of the project and Responder clearly written, to the Shawnee Engineering Department, Attn: City Engineer, 222 N. Broadway, Shawnee, Oklahoma 74801 by 5:00 PM on Friday, October 9, 2020.

Regular Board of Commissioners

12. c.

Meeting Date: 12/07/2020

Statements of Qualifications

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Kickapoo Street Sidewalk Design Project from Interstate 40 to MacArthur Street (Award/Contract Negotiation)

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Regular Board of Commissioners**13.**

Meeting Date: 12/07/2020

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information**Title of Item for Agenda**

Consider and take action with respect to a resolution of the Board of Commissioners of the City of Shawnee, Oklahoma (the "City") approving action taken by the Shawnee Municipal Authority (the "Authority") authorizing issuance, sale and delivery of its Clean Water SRF Promissory Note to the Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement and Operation and Maintenance Contract, as amended, whereby the City leases its water and sanitary sewer systems to the Authority; and containing other provisions related thereto.

Attachments**Resolution**

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, IN SHAWNEE, OKLAHOMA, ON THE 7TH DAY OF DECEMBER, 2020, AT 6:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Attorney. Commissioner ____, moved passage of the Resolution and Commissioner ____, seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. ____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE SHAWNEE MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF ITS CLEAN WATER SRF PROMISSORY NOTE TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT, AS AMENDED, WHEREBY THE CITY LEASED ITS WATER AND SANITARY SEWER SYSTEMS TO THE AUTHORITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Shawnee Municipal Authority (the "Authority") did, by its Resolution adopted December 7, 2020, authorize the issuance, sale and delivery of its Series 2020 Clean Water SRF Promissory Note to Oklahoma Water Resources Board, in order to finance the construction of improvements to the Authority's wastewater treatment systems in the original principal amount of \$12,000,000; and

WHEREAS, the City Commission hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Commission of the City.

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

Section 1. Issuance of Note. That the issuance, sale and delivery of the Shawnee Municipal Authority, Pottawatomie County, Oklahoma, Series 2020 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount of \$12,000,000 (the “2020 Note”), all as approved by said Authority on December 7, 2020, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2020 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement and Operation and Maintenance Contract. The Lease Agreement and Operation and Maintenance Contract dated as of January 12, 1971, as amended by an Amendment to Lease Agreement dated as of July 1, 1990, between the City and the Authority (collectively, the “Lease Agreement”), whereby the City leased to the Authority its presently existing and hereafter acquired water and sanitary sewer systems, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2020 Note is paid.

Section 4. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2020 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 7TH DAY OF DECEMBER, 2020.

CITY OF SHAWNEE, OKLAHOMA

ED BOLT, MAYOR

ATTEST:

KACIE ECK, SENIOR DEPUTY CITY CLERK

(SEAL)

DRAFT

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

I, the undersigned, City Clerk of the City of Shawnee, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 7TH DAY OF DECEMBER, 2020.

(SEAL)

KACIE ECK, SENIOR DEPUTY CITY CLERK