# AGENDA
# BOARD OF CITY COMMISSIONERS
# AUGUST 17, 2026 AT 6:00 PM
# COMMISSION CHAMBERS AT CITY HALL
# 16 WEST 9TH STREET
# SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

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

2. Consider approval of Consent Agenda:

   a. Minutes from the July 20, 2026, regular meeting and August 5, 2026, special call meeting.

   b. Acknowledge the following minutes and reports:

      - Planning Commission Minutes from the July 1, 2026, regular meeting.
      - License Payment Report for July 2026.
      - Project Payment Report for July 2026.

   c. Budget amendments for Fiscal Year 2026 – 2027:

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

Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.

- Fund 001 — General Fund — To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for damage to a toolbox on a Ford F550 City truck to transfer to Repair & Maintenance — Vehicles for the Streets Department expenditures in Fiscal Year 2027.
- Fund 001 — General Fund — To appropriate fund balance for salary expenditures and other contractual services in Fiscal Year 2027.
- Fund 010 - Grant Fund — To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.
- Fund 102 — E-911 Fund — To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.
- Fund 301 — Capital Improvement Fund — To appropriate fund balance for Fiscal Year 2026 Encumbrances which goods or services will be received or rendered in Fiscal Year 2027.
- Fund 301 — Capital Improvement Fund — To reappropriate unspent funds in Fiscal Year 2026 for expenditures in Fiscal Year 2027.
- Fund 302 — Street Improvement Fund — To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.
- Fund 303 - 2018 Capital Improvement Fund — To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.
- Fund 350 — Aquatic Center — To appropriate fund balance monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.
- Fund 603 — Insurance Recovery Fund — To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.

- Fund 603 — Insurance Recovery Fund — To appropriate insurance proceeds received from Oklahoma Municipal Assurance Group (OMAG) for damages to a mower and transfer to be used toward the purchase of a replacement mower for the Distribution and Collection Department expenditures in Fiscal Year 2027.
- Fund 604 — Health Self-Insur Fund — To appropriate fund balance for employee's health insurance costs for Fiscal Year 2027.
- Fund 706 — Donations Fund — To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.
- Fund 706 - Donations Fund — To appropriate monies received from donations to transfer to Other Materials and Supplies for the Police Department expenditures in Fiscal Year 2027.

d. Mayor Appointments:

- Board of Adjustment
  Dana Austin 2nd Full Term Expires: June 1, 2029
  *Reappointment*
- Shawnee Beautification, Parks, and Recreation Committee
  David Brothers 1st Partial Term Expires: May 1, 2029
  *Replaces Sherry Lankford, Term Expired*
- Shawnee Housing Authority
  Tamara Hale 1st Partial Term Expires: February 1, 2029
  *Replaces Daniel Jordan, Term Expired*
- Shawnee Senior Citizens Advisory Board
  LaDonna Bryce 1st Full Term Expires: July 1, 2029
  *Replaces Pamela Pensoneau, Term Expired*

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

- Agreement with the Pioneer Library System for Library Services, Facilities, and Maintenance.
- Agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.

f. Approve appointment of Kendall Harrison, Human Resources Director, as Oklahoma Municipal Retirement Fund Authorized Agent.

g. Acceptance of Maintenance Bonds for Rolling Hills Phase 2.

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

4. Consideration of an Interlocal Agreement with the Pioneer Library System for library improvements.

5. Consideration of a resolution establishing a temporary moratorium until December 31, 2027, on the acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow construction on, expansion of, or use of property for a data center located in the City of Shawnee, Oklahoma; and setting an effective date.

6. Public hearing for a request to rezone the property addressed as 1510 North Beard Avenue from C-1 (Local Commercial District) to R-1 (Low Density Residential District).
Case No. RZ03-26 | Applicant: Christopher Duncan

7. Consideration of an ordinance to rezone the property addressed as 1510 North Beard Avenue from C-1 (Local Commercial District) to R-1 (Low Density Residential District).
Case No. RZ03-26 | Applicant: Christopher Duncan

8. Consider Bid(s):

   a. Demolition and Clearing of 302 South Beard "The Old Mill" (Award)

9. Acknowledge Monthly Sales Tax Report.

10. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

11. Commissioners Comments

12. Consideration to enter into an executive session for discussion in accordance with 25 O.S. §307B(4), confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will

seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest relating to the Santa Fe Depot.

13. Consideration to enter into an executive session for discussion in accordance with 25 O.S. §307B(3), discussing the sale, purchase, lease, acquisition, or appraisal of real property by the public body.

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

15. Consideration of matters discussed in executive session for discussion in accordance with 25 O.S. §307B(3), discussing the sale, purchase, lease, acquisition, or appraisal of real property by the public body.

16. Adjournment

Respectfully submitted,

Lisa Lasyone, MMC, City Clerk

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

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Sponsor:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Subject:** Minutes from the July 20, 2026, regular meeting and August 5, 2026, special call meeting.

**Background:** Consideration of the Minutes from the July 20, 2026, regular meeting and August 5, 2026, special call meeting.

**Financial Impact:** Not applicable.

**Attachments:** Regular Meeting Minutes, Special Call Minutes

**Staff Recommendation:** Approval of item.

# DRAFT

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**
JULY 20, 2026 AT 6:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Monday, July 20, 2026, at 6:00 PM, pursuant to notice duly posted as prescribed by law on Thursday, July 16, 2026, at 4:15 PM. Mayor Stephens presided and called the meeting to order. Upon roll call, the following members were in attendance.

Eric Stephens
Mayor

Daniel Matthews
Commissioner Ward 1 - Vice Mayor

Greta Shuler
Commissioner Ward 2

Chris Odneal
Commissioner Ward 3

Ashley Fichtner
Commissioner Ward 4

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: None

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

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

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

Mr. Joey Ward, Mr. Rob Morris, and Ms. Cyndi Berger spoke during Citizens Participation.

2. Presentation of Certificates of Election to Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

Mayor Stephens presented Certificates of Election to Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

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

City Clerk Lisa Lasyone swore in Ward One Commissioner Daniel Matthews and Ward Six Commissioner Lauren Richter.

4. Consider approval of Consent Agenda:

a. Minutes from the June 15, 2026, regular meeting.

b. Acknowledge the following minutes and reports:

- Planning Commission Minutes from the June 3, 2026, regular meeting.

- Shawnee Beautification, Parks, and Recreation Committee Minutes from the April 16, 2026, regular meeting.

- License Payment Report for June 2026.

- Project Payment Report for June 2026.

c. Mayor Appointments:

- <u>Airport Advisory Board</u>
  Dell Kerbs 1st Full Term Expires: July 1, 2029
  *Replaces Scott Lee, Term Expired*

d. Lake Lease Transfer:

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

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

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

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

- Agreement with Youth and Family Resource Center, Inc. for Juvenile Services.

- Agreement with Pottawatomie County District Court (Judicial District 23) to enable Municipal Court to etablish, develop, and implement programs for juvenile misdemeanor offenders.

- Engagement Letter with Crawford and Associates for Accounting and Consulting Services.

- Agreement with Pottawatomie County Public Safety Center for Jail Services.

f. Budget amendments for Fiscal Year 2025 – 2026:

- Fund 603 — Insurance Recovery — To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for a vehicle involved in an accident to transfer to Capital Outlay - Equipment for the Parks Department.

g. Budget Amendments for Fiscal Year 2026-2027:

- Fund 001 — General Fund — To appropriate monies from Cintas Settlement to transfer to Medical supplies for Streets, Traffic, and Parks Departments for expenditures in FY27.

- Fund 301 — Capital Improvement Fund — To appropriate monies from the sale of property to transfer to Capital Outlay — Police Vehicles for the Police Department expenditures in FY27.

- Fund 604 — Health Self-Insur Fund —To appropriate Health Insurance Funds from the City Manager, Shawnee Municipal Authority, and Shawnee Airport Authority budgets for transfer to the newly created Fund 604 Health Self-Insur Fund to pay claims and administration costs.

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

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

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

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

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

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

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

o. Approval of Facilities Use Agreement Between Gordon Cooper Technology Center (GCTC) and the City of Shawnee.

A motion was made by Commissioner Fichtner, seconded by Commissioner Odneal, to approve Consent Agenda Item Nos. 4(a-o). Motion carried 7-0-0.

AYE: Fichtner, Odneal, Stephens, Sehorn, Richter, Matthews, Shuler
NAY: None
ABSTAIN: None

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

Animal Control Officer Jesse Gallaway introduced Dots, a Catahoula mix.

6. Consider an executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending

investigation, litigation, or proceeding in the public interest.

A motion was made by Commissioner Fichtner, seconded by Commissioner Richter, to approve an executive session in accordance with 25 O.S. §307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest. Motion carried 5-2-0.

AYE: Fichtner, Richter, Matthews, Stephens, Sehorn
NAY: Shuler, Odneal
ABSTAIN: None

COMMISSION ENTERED INTO EXECUTIVE SESSION AT 6:13 P.M. WITH ALL MEMBERS PRESENT.

COMMISSION EXITED EXECUTIVE SESSION AT 6:51 P.M. WILL ALL MEMBERS PRESENT.

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

   No action taken.

8. Consideration of a Contract for Design Services for the Farrall Park Project with PDG, LLC.

Parks and Recreation Director Kerri Foster stated that the proposed contract is the starting cost for the Farrall Park renovation design and fees. Staff recommends approval of this item.

A motion was made by Commissioner Odneal, seconded by Commissioner Shuler, to approve a Contract for Design Services for the Farrall Park Project with PDG, LLC. Motion carried 7-0-0.

AYE: Odneal, Shuler, Stephens, Fichtner, Sehorn, Richter, Matthews
NAY: None

ABSTAIN: None

9. Consideration of an ordinance amending Article VI of Chapter 20, providing certain prohibitions against certain public conduct contrary to public health and safety, which shall be added to Chapter 20 [Offenses and Miscellaneous Provisions] of the City Code; and also providing for severability, codification, and repeater. (*Deferred from Apri 20, 2026 City Commission Meeting*.)

City Attorney Joe Vorndran provided a Staff report. Discussion was held among the Commission and Staff.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to approve an ordinance amending Article VI of Chapter 20, providing certain prohibitions against certain public conduct contrary to public health and safety, which shall be added to Chapter 20 [Offenses and Miscellaneous Provisions] of the City Code; and also providing for severability, codification, and repeater.

Ordinance No. 2828NS was introduced.

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

Motion carried 7-0-0.

AYE: Matthews, Richter, Shuler, Odneal, Stephens, Fichtner, Sehorn
NAY: None
ABSTAIN: None

10. Consideration of an emergency clause as it relates to Agenda Item No. 9 for the protection of the public's health, safety, and welfare, an emergency is declared to exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to approve an emergency clause as it relates to Agenda Item No. 9 for the protection of the public's health, safety, and welfare, an emergency is declared to

exist per Oklahoma State Statute Title 11, Article XIV, Section 14-103. Motion carried 7-0-0.

AYE: Matthews, Richter, Shuler, Odneal, Stephens, Fichtner, Sehorn
NAY: None
ABSTAIN: None

11. Public Hearing for a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road. Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson

Community Development Director Petya Stefanoff stated that the applicant is requesting a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road. The Planning Commission and Staff recommend approval.

Mayor Stephens declared a public hearing in session to consider a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road. No one spoke in favor or against the request. The public hearing was closed.

12. Consideration of a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road. Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson

A motion was made by Vice Mayor Matthews, seconded by Commissioner Fichtner, to approve a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road. Motion carried 7-0-0.

AYE: Matthews, Fichtner, Sehorn, Richter, Shuler, Odneal, Stephens
NAY: None
ABSTAIN: None

13. Consideration of a Revised Final Plat for Adcock Addition, Phase 1. Case No.: FPL01-26 | Applicant: TJT Holding, LLC c/o Landes Engineering

Community Development Director Petya Stefanoff stated the applicant has submitted a revision of the Final Plat for the Adcock Addition, Phase 1. The Planning Commission and Staff recommend approval.

A motion was made by Vice Mayor Matthews, seconded by Commissioner Richter, to approve a Revised Final Plat for Adcock Addition, Phase 1.

AYE: Matthews, Richter, Shuler, Odneal, Stephens, Fichtner, Sehorn
NAY: None
ABSTAIN: None

14. Reconsideration of consideration of renewal of a Contract for Economic Development Services between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. pursuant to Shawnee City Code, Article II, Division 1, Section 2-30. *(Deferred from the June 15, 2026, City Commission meeting.)*

City Attorney Joe Vorndran stated that this item was deferred from the June 15, 2026, City Commission meeting. He said that the City Charter contains specific procedures for when an agenda item can be reconsidered. He said that Agenda Item Nos. 14 and No. 15 are similar. The procedure requires a separate vote to reconsider. If approved, the original item can be considered. If Agenda Item No. 14 does not receive an affirmative vote, then Agenda Item No. 15 will not be considered.

No action taken.

15. Consideration of renewal of a Contract for Economic Development Services Between the City of Shawnee, Pottawatomie County, and Shawnee Forward Inc. (*Only considered if Agenda Item No. 14 is approved.*) *(Deferred from the June 15, 2026, City Commission meeting.)*

No action taken.

16. Consideration of a resolution of the City of Shawnee acknowledging a whistleblower complaint alleging financial misconduct within the Shawnee Hospital Authority; supporting its investigation; expressing support for the District Attorney of the 23rd Judicial District; and requesting a forensic audit relating to the allegations.

City Attorney Joe Vorndran provided a Staff report. Discussion was held among the Commission and Staff.

No action taken.

17. Acknowledge Monthly Sales Tax Report.

Finance Director Kimberly Hoover reported sales tax collections are down Fifty-Five Thousand Four Hundred Seventy-Nine Dollars ($55,479.00) or Two Point One One Percent (2.11%), below the projected budget year-to-date. She

stated that use tax collections are up approximately Sixty-Seven Thousand One Hundred Thirty-Two Dollars ($67,132.00) or Eighteen Point Two Nine Percent (18.29%), above the projected budget year-to-date.

18. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no new business.

19. Commissioners Comments

Vice Mayor Matthews commented regarding the Beard cabin, public comments regarding OG&E and vegetation, and flock cameras.

Commissioner Shuler commented on the sales tax report and reminded everyone of the importance to shop local.

Commissioner Odneal commented on shopping local, flock cameras, and the Farrall Park project meeting at the Community Center.

Commissioner Fichtner commented on the rodeo and downtown. She also congratulated Vice Mayor Matthews and Commissioner Richter on being reelected.

Commissioner Sehorn commented on the last eight (8) years while he has been in office.

Commissioner Richter commented on the rodeo. She said that tax free weekend is August 7-9, 2026, and encouraged everyone to shop local.

Mayor Stephens commented on the 250th Anniversary of the United States, OG&E and vegetation issues, the rodeo, and the portal on the City's website to report issues, such as potholes and overgrown trees, etc.

20. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:34 p.m.)

_____
ERIC STEPHENS, MAYOR

ATTEST:

_____
LISA LASYONE, MMC
CITY CLERK

# DRAFT

**BOARD OF CITY COMMISSIONERS PROCEEDINGS**
AUGUST 5, 2026 AT 3:00 PM

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Special Call Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on Wednesday, August 5, 2026, at 3:00 PM, pursuant to notice duly posted as prescribed by law on Monday, August 3, 2026, at 1:41 PM. Vice Mayor Matthews presided and called the meeting to order. Upon roll call, the following members were in attendance.

| | |
|---|---|
| | Absent<br>Mayor |
| Daniel Matthews<br>Commissioner Ward 1 - Vice Mayor | Greta Madson<br>Commissioner Ward 2 |
| Chris Odneal<br>Commissioner Ward 3 | Absent<br>Commissioner Ward 4 |
| Mark Sehorn<br>Commissioner Ward 5 | Absent<br>Commissioner Ward 6 |

ABSENT: Eric Stephens, Ashley Fichtner, Lauren Richter

CALL TO ORDER

DECLARATION OF A QUORUM

1. Consideration of a Contract for Economic Development Services Between the City of Shawnee and Shawnee Forward.

City Attorney Joe Vorndran provided a Staff report.

A motion was made by Commissioner Sehorn, seconded by Commissioner Odneal, to approve a Contract for Economic Development Services Between the City of Shawnee and Shawnee Forward. Motion carried 4-0-0.

AYE: Sehorn, Odneal, Matthews, Shuler
NAY: None
ABSTAIN: None

2. Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (3:08 p.m.)

_____
DANIEL MATTHEWS, VICE MAYOR

ATTEST:

_____
LISA LASYONE, MMC
CITY CLERK

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Sponsor:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Subject:** Acknowledge the following minutes and reports:

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

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** Acknowledge minutes and reports.

# PLANNING COMMISSION MINUTES
**DATE:** July 1, 2026
MINUTES

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

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

The following Commissioners were present:
Present: Alexander, Reese, Porter, Barrett, Hayes, Johnson, Burrell
Absent:
Vacant:

**Item 1. Consideration of approval of the minutes from the regular meeting on June 3, 2026.**

Chair Barrett asked for questions or corrections to the minutes. Commissioner Reese moved to approve the minutes as presented, which Commissioner Alexander seconded.
Motion **passed 5-0-2**.
Aye: Alexander, Reese, Barrett, Johnson, Burrell
Nay: None
Abstain: Porter, Hayes

**Item 2. Public Hearing and Consideration of a request for a Conditional Use Permit (CUP) to allow a personal swimming pool at the property addressed as 34102 Lake Road.**
**Case No.: CUP02-26 | Applicant Name: Jeremiah Johnson**

City Planner Diana Hood presented the staff report and asked if there were any questions for staff. Commissioner Porter asked if there are any provisions protecting the environment from being negatively affected by the pool installation. Ms. Hood noted that the permit is a separate process, and while she doesn't know the regulations verbatim, that those are part of the consideration process.

Seeing no more questions for staff, Chair Barrett opened the public hearing and asked if there is anyone in attendance that wished to speak on the item. Seeing none, Chair Barrett closed the public hearing and asked for a motion and discussion.

Commissioner Porter moved to **APPROVE Case No. CUP02-26**, which Commissioner Reese seconded.
Motion **passed 7-0-0**
Aye: Alexander, Reese, Porter, Barrett, Hayes, Johnson, Burrell
Nay: None
Abstain: None

**Item 3. Consideration of a Revised Final Plat for Adcock Addition, Phase 1.**
**Case No.: FPL0l-26 | Applicant: TJT Holding, LLC c/o Landes Engineering**

Ms. Hood noted that there are a couple of errors in the staff report, which are: 1) The name of the applicant, which is TJT Holdings; 2) The table noting the nearby zonings is incorrect, and the correct zonings are stated in the paragraph above the table. Ms. Hood stated that this Plat is back for re-approval because the new side road, named Adcock Stret, is being changed from a Public dedication to a Private road. This was necessary because the construction of the street was not up to City Standard.

After the staff report, Chair Barrett asked what exactly was the disparity and Ms. Hood responded that she doesn't fully understand the engineering, but it had to do with the thickness of the paving and that the installation was 8

inches but the City's requirement is 10 inches.

Commissioner Porter clarified that it is the driveway off of Harrison street that had this issue, which Ms. Hood confirmed.

Chair Barrett, seeing there are no more questions for staff, asked for a motion and discussion.

Commissioner Alexander moved to **APPROVE Case No FPL01-26**, which Commissioner Hayes seconded.
Motion **passed 7-0-0**
Aye: Alexander, Reese, Porter, Barrett, Hayes, Johnson, Burrell
Nay: None
Abstain: None

**Item 4. Community Development Department Update**

Community Development Director Petya Stefanoff reported that the next scheduled walk audit is July 8th at 9am at the Jim Thorpe Academy at 1830 N Beard Ave. Mrs. Stefanoff noted that this will be the 7th one they have hosted, and the information gathered will be put into a report at the end of the year to inform the next year's CIP plan.

Commissioner Reese noted that the last time he attended a walk audit, there was no survey form provided, and he wanted to know if everyone is given one. Mrs. Stefanoff replied that staff does have copies and can provide them upon request, but most people participating in the walk audit don't like filling out a form while walking. She also stated that they can be submitted to staff at any time, it is not restricted to the time and date of the scheduled walk audit.

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

**Item 4. Planning Commissioners' Comments**

Vice-Chair Johnson states that the ribbon was cut on the fitness court was cut the week prior, which is the new fitness center constructed by Blue Cross Blue Shield. She stated that this center is open to the public aged 14 and up.

Vice-Chair Johnson also noted that the Pedal Palooza event is coming up in September and will be hosted in Boy Scout Park. It is a regular event regarding bicycling and safety and geared for children.

**Item 5. Adjournment**

The meeting adjourned at **1:49 p.m.**

John F. Barrett
Chair/Vice-Chair

6 August 2026
Date

Petya Stefanoff
Community Development Director

8-5-26
Date

# License Payment Report - July, 2026

**07/01/2026 - 07/31/2026**

| Payment Date | Name | Payment Type | Receipt # | Payment Amount |
|---|---|---|---|---|
| 7/31/2026 | need inspection - 45TH STREET BAKERY | Cash | 5445 | 50.00 |
| 7/31/2026 | AIR COMFORT SOLUTIONS OKC LLC dba HITECH PLUMBING, LEAK DETECT, DRAINS | IBX CC | 5444 | 75.00 |
| 7/31/2026 | TYE MOORE ELECTRIC, INC | IBX CC | 5443 | 75.00 |
| 7/30/2026 | Need 2027 CIB License - GAYLOR ELECTRIC, INC. | Check | 5442 | 75.00 |
| 7/30/2026 | Need 2027 CIB license - GREENWAY ELECTRIC INC | Check | 5441 | 75.00 |
| 7/30/2026 | GPM SOUTHEST, LLC ATT LICENSING DEPARTMENT | Check | 5440 | 450.00 |
| 7/29/2026 | REBEKAH DAVIS | Check | 5439 | 25.00 |
| 7/29/2026 | J & J ELECTRIC, A MAYS COMPANY | IBX CC | 5438 | 75.00 |
| 7/28/2026 | HICKEY ELECTRIC INC | IBX CC | 5437 | 100.00 |

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| 7/28/2026 | LACRETIA & MICHAEL WELGE | IBX CC | 5436 | 25.00 |
| 7/28/2026 | ALDI (TEXAS) LLC dba ALDI'S STORE #7 c/o KRUGERHENRY, PC | Check | 5435 | 450.00 |
| 7/28/2026 | CRIDERS HEAT AND AIR | IBX CC | 5434 | 100.00 |
| 7/27/2026 | LR1 ELECTRIC SOLUTIONS | Check | 5433 | 75.00 |
| 7/27/2026 | JB WILLIAMS REVOCABLE TRUST | Check | 5432 | 824.00 |
| 7/27/2026 | JB WILLIAMS REVOCABLE TRUST | Check | 5431 | 824.00 |
| 7/27/2026 | SPIRIT HALLOWEEN | IBX CC | 5430 | 50.00 |
| 7/27/2026 | WARD SHANE WHITEHEAD JR | Check | 5429 | 25.00 |
| 7/24/2026 | STEVEN GERARDS | Check | 5428 | 15.00 |
| 7/24/2026 | RYAN & CINDY ROMEIKE | Check | 5427 | 824.00 |
| 7/24/2026 | RIB CRIB BBQ INC | IBX CC | 5426 | 450.00 |
| 7/23/2026 | LORA DAVIS & JAMES HUNTER | Check | 5425 | 824.00 |
| 7/23/2026 | need insurance - LIBERTY PLUMBING & GAS | IBX CC | 5424 | 75.00 |

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| 7/23/2026 | need insurance - TOMMY'S PLUMBING SERVICE, LLC | IBX CC | 5423 | 75.00 |
| 7/23/2026 | O.L. SPARKMAN LP GAS, INC | Check | 5422 | 450.00 |
| 7/23/2026 | SPARKMAN BROS INC | Check | 5421 | 450.00 |
| 7/23/2026 | SPARKMAN BRO INC | Check | 5420 | 450.00 |
| 7/23/2026 | MODERN OIL COMPANY, INC | Check | 5419 | 450.00 |
| 7/23/2026 | SPARKYS KWICK STOP | Check | 5418 | 450.00 |
| 7/23/2026 | MODERN OIL CO | Check | 5417 | 450.00 |
| 7/23/2026 | MODERN OIL CO | Check | 5416 | 450.00 |
| 7/23/2026 | SPARKMAN BRO INC | Check | 5415 | 450.00 |
| 7/23/2026 | MODERN OIL CO | Check | 5414 | 450.00 |
| 7/23/2026 | $ - CHEAP SHOTS WINE & SPIRITS | Check | 5413 | 905.00 |
| 7/23/2026 | LIGHTHOUSE TRANSPORTATION GROUP LLC | IBX CC | 5412 | 100.00 |
| 7/22/2026 | OWENS PLUMBING INC | IBX CC | 5410 | 100.00 |
| 7/22/2026 | JB ELECTRIC | IBX CC | 5409 | 100.00 |
| 7/22/2026 | E & J AUTO | Check | 5408 | 25.00 |
| 7/21/2026 | ADUB ELECTRIC LLC | IBX CC | 5407 | 75.00 |
| 7/21/2026 | SADIE BRAY | Cash | 5406 | 25.00 |
| 7/21/2026 | BRUCE & JUDY CARTER | Check | 5405 | 25.00 |

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| 7/21/2026 | JAMES & MICHELLE ARMSTRONG | Cash | 5404 | 25.00 |
| 7/20/2026 | CLEAR CREEK PLUMBING & GAS | IBX CC | 5403 | 100.00 |
| 7/20/2026 | BELLA DERMA | IBX CC | 5402 | 25.00 |
| 7/20/2026 | PATRICK LUCERO | IBX CC | 5401 | 25.00 |
| 7/20/2026 | A-BETTER HEATING & AIR CONDITIONING, INC | IBX CC | 5400 | 100.00 |
| 7/20/2026 | $ - JENNIFER SHARMA | Cash | 5399 | 15.00 |
| 7/20/2026 | BRANDI DAVIS | Cash | 5398 | 25.00 |
| 7/20/2026 | STEPHANIE STONE | Check | 5397 | 25.00 |
| 7/20/2026 | PANDA EXPRESS #2481 | Check | 5396 | 15.00 |
| 7/20/2026 | BARBARA MALSKE REVOCABLE TRUST | Check | 5395 | 824.00 |
| 7/20/2026 | GREGORY BERKEY | Check | 5394 | 15.00 |
| 7/20/2026 | KOHL'S DEPARTMENT STORE INC - #1436 | Check | 5393 | 15.00 |
| 7/20/2026 | WHATABURGER RESTAURANTS, LP | Check | 5392 | 15.00 |
| 7/20/2026 | BRENT NEWSON | Cash | 5391 | 25.00 |

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| 7/20/2026 | need septic receipt - MIKE VINSON / KAYLA VINSON / ERIC VINSON / ASHLEE VINSON | IBX CC | 5390 | 824.00 |
| 7/16/2026 | DANA & KYLIE GREEN | IBX CC | 5389 | 824.00 |
| 7/16/2026 | DANA & KYLIE GREEN | IBX CC | 5388 | 824.00 |
| 7/16/2026 | WGCB Electric LLC dba FLUX ELECTRICAL LLC | IBX CC | 5387 | 100.00 |
| 7/16/2026 | CHRISTOPHER HOOKS | Check | 5386 | 25.00 |
| 7/16/2026 | FORREST GRAHAM | Cash | 5385 | 25.00 |
| 7/15/2026 | HENRY E DAVIS | Cash | 5384 | 824.00 |
| 7/15/2026 | MATTHEW HOWARD | IBX CC | 5383 | 25.00 |
| 7/15/2026 | DONALD KEITH & CYNTHIA GAIL CARPENTER | Check | 5382 | 824.00 |
| 7/15/2026 | CAPPS PLUMBING | IBX CC | 5381 | 100.00 |
| 7/15/2026 | DERRY & TERESA SMITH | Cash | 5380 | 25.00 |
| 7/15/2026 | DERRICK & JESSICA CARPENTER | Check | 5379 | 824.00 |
| 7/15/2026 | DERRICK CARPENTER | Check | 5378 | 824.00 |
| 7/15/2026 | DERRICK CARPENTER | Check | 5377 | 824.00 |
| 7/15/2026 | LAURANCE & BARBARA SMITH | Check | 5376 | 824.00 |
| 7/15/2026 | CHAD HILTS | Credit Card | 5375 | 25.00 |

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| 7/15/2026 | ABUELITA'S MEXICAN RESTAURANT | Check | 5374 | 450.00 |
| 7/15/2026 | BROADWAY LIQUOR STORE | Check | 5373 | 905.00 |
| 7/14/2026 | JOHN & VICKI WINDEL | Check | 5372 | 25.00 |
| 7/14/2026 | MELODY SPOON | Cash | 5371 | 25.00 |
| 7/14/2026 | JAMES CHRIS & LARINEE DENNIS | Check | 5370 | 25.00 |
| 7/13/2026 | DALTON CROW | Cash | 5369 | 25.00 |
| 7/13/2026 | WESLEY BAXLEY | IBX CC | 5367 | 25.00 |
| 7/13/2026 | ROGER & CYNTHIA LOCKHARD | Cash | 5366 | 25.00 |
| 7/13/2026 | ROGERS MECHANICAL CONTRACTORS, LLC | IBX CC | 5365 | 75.00 |
| 7/13/2026 | DALE & DEBBIE LILES | Cash | 5364 | 25.00 |
| 7/13/2026 | JOEL DAVIS | IBX CC | 5363 | 25.00 |
| 7/13/2026 | JENNIE & JEFF HERMAN | Check | 5362 | 25.00 |
| 7/13/2026 | RANDALL ROGERS | Check | 5361 | 25.00 |
| 7/13/2026 | JAMIE BARNES | Check | 5360 | 25.00 |
| 7/13/2026 | BRITTANY DONNELLY | IBX CC | 5359 | 25.00 |
| 7/13/2026 | AMBER WOOD | IBX CC | 5358 | 25.00 |
| 7/9/2026 | COFFMAN AUTO MALL LLC | IBX CC | 5357 | 50.00 |
| 7/9/2026 | OKC SHELTERS 10, LLC | IBX CC | 5356 | 75.00 |

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| 7/9/2026 | $ - CURTIS DOUGLAS | Check | 5355 | 15.00 |
| 7/9/2026 | METRO MART INC, dba EXPO MART | Check | 5354 | 450.00 |
| 7/8/2026 | ECK ELECTRIC LLC | Check | 5353 | 100.00 |
| 7/8/2026 | LOVE'S HVAC | Check | 5352 | 75.00 |
| 7/8/2026 | JON MCDANIEL | Check | 5351 | 15.00 |
| 7/7/2026 | THIRD STEP PLUMBING | IBX CC | 5350 | 100.00 |
| 7/7/2026 | EROPKIN AUDIO LLC | IBX CC | 5349 | 75.00 |
| 7/7/2026 | BRAD'S PLUMBING | IBX CC | 5348 | 100.00 |
| 7/6/2026 | A-BETTER PLUMBER | IBX CC | 5347 | 75.00 |
| 7/6/2026 | SOUTHERN ENVIRONMENTAL SEPTIC & STORM SHELTERS LLC | IBX CC | 5346 | 75.00 |
| 7/6/2026 | DOMINO #23 / ELMER SMITH OIL CO | Check | 5345 | 450.00 |
| 7/6/2026 | DOMINO #27 / ELMER SMITH OIL CO | Check | 5344 | 450.00 |
| 7/6/2026 | STEVEN & CYNTHIA PARSONS | Check | 5343 | 824.00 |
| 7/2/2026 | need inspection - BLOOMING NAILS STUDIO | IBX CC | 5342 | 50.00 |
| 7/2/2026 | KIRK & MICHAEL LOWREY | Cash | 5341 | 824.00 |
| 7/1/2026 | JASON & CHLOE HUNTER | IBX CC | 5340 | 15.00 |

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| 7/1/2026 | Need 2027 CIB License - GAYLOR ELECTRIC, INC. | Check | 5339 | 100.00 |
| 7/1/2026 | need insurance - KING ELECTRIC LLC | Check | 5338 | 75.00 |
| | | | | **25,779.00** |

**Total Records: 106** **8/3/2026**

# Project Payment Report - July, 2026

**07/01/2026 - 07/31/2026**

| Permit # | Permit Date | Permit Type | Parcel Address | Applicant Name | Description | Project Cost | Square Feet | Total Fees |
|---|---|---|---|---|---|---|---|---|
| 20260808 | 7/31/2026 | M - Mechanical | 1301 CAMBRIDGE DR | AIR COMFORT SOLUTIONS | CHANGE OUT | 0 | 0 | $84.50 |
| 20260807 | 7/31/2026 | E - Water Modification / Extension | 34TH & BEARD | BARRETT DRILING CO | PUBLIC INFRASTRUCTURE MODIFICATION | 85,000 | 0 | |
| 20260806 | 7/30/2026 | M - Mechanical | 3311 N OKLAHOMA | WATKINS HEATING & AIR CONDITIONING | CHANGE OUT | 0 | 0 | $104.50 |
| 20260805 | 7/30/2026 | B - Accessory Structure | 1914 RIVER BIRCH DR | MESSER PROPERTY MAINTENANCE LLC | NEW INSTALLATION | 8,500 | 0 | $29.50 |
| 20260803 | 7/30/2026 | M - Mechanical | 1627 N MARKET | LOVES HVAC | CHANGE OUT | 0 | 0 | $54.50 |
| 20260802 | 7/30/2026 | O - Demolition and Moving | 1023 N LOUISA | MEIER & SON DEMOLITION LLC | DEMOLITION | 0 | 0 | |
| 20260801 | 7/30/2026 | O - Demolition and Moving | 301 S OKLAHOMA | MEIER & SON DEMOLITION LLC | DEMOLITION | 0 | 0 | |

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|---|---|---|---|---|---|---|---|---|
| 20260800 | 7/30/2026 | O - Paving Cut and Boring | 620 N TUCKER | B & H CONSTUCTION | STREET CUT | 0 | 0 | |
| 20260799 | 7/29/2026 | O - Paving Cut and Boring | 505 BLUE BIRD LN | B & H CONSTRUCTION | STREET BORE | 0 | 0 | |
| 20260798 | 7/29/2026 | PC - Plat - Final | 34TH & BEARD | BARRETT DRILLING CO | FINAL PLAT | 0 | 0 | $408.00 |
| 20260797 | 7/29/2026 | PC - Plat - Preliminary | 34TH & BEARD | BARRETT DRILLING CO | PRELIMINARY PLAT | 0 | 0 | $458.00 |
| 20260796 | 7/29/2026 | O - Paving Cut and Boring | 42400 GARRETTS LAKE RD | ARIAS UTILITY, LLC | ROAD BORE | 0 | 0 | |
| 20260795 | 7/29/2026 | E - Electrical | 506 E MAIN ST | J & J ELECTRIC | REMODEL | 0 | 0 | $54.50 |
| 20260793 | 7/28/2026 | E - Electrical | 4901 N KICKAPOO STE 3001 | HICKEY ELECTRIC INC | TEMPORARY POWER | 0 | 0 | $54.50 |
| 20260792 | 7/28/2026 | F - Fire Suppression | 4510 MARKETPLACE BLVD | APIC SOLUTIONS OKLAHOMA, LLC | NEW INSTALLATION | 0 | 106,651 | $2,337.52 |
| 20260790 | 7/28/2026 | B - Residential New | 615 TRAILS END DR | R & R HOMES, LLC | NEW CONSTRUCTION | 237,000 | 2,190 | $1,564.88 |
| 20260789 | 7/28/2026 | M - Mechanical | 16 CHEYENNE | CRIDERS HEAT & AIR | REPLACE | 0 | 0 | $64.50 |
| 20260788 | 7/28/2026 | E - Electrical | 2 NAVAJO CIR | AIR COMFORT SOLUTION | NEW SERVICE | 0 | 0 | $54.50 |
| 20260787 | 7/28/2026 | P - Plumbing | 1226 N BEARD AVE | DALE'S PLUMBING | MISCELLANEOUS | 0 | 0 | $54.50 |
| 20260786 | 7/28/2026 | P - Plumbing | 16 CHEYENNE | DALES PLUMBING | REPAIR | 0 | 0 | $54.50 |

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| 20260785 | 7/28/2026 | M - Mechanical | 1617 HUNTERS RIDGE DR | ADVENT MECHANICAL | CHANGE OUT | 0 | 0 | $84.50 |
| 20260784 | 7/28/2026 | P - Plumbing | 1514 PECAN CROSSING | JIMMY B QUICK | MISCELLANEOUS | 0 | 0 | $54.50 |
| 20260783 | 7/28/2026 | O - Paving Cut and Boring | 4533 RED BIRD RD | B & H CONSTRUCTION | NO BORE | 0 | 0 | |
| 20260782 | 7/28/2026 | O - Paving Cut and Boring | 225 OUTLANDER WAY | B & H CONSTRUCTION | ROAD BORE | 0 | 0 | |
| 20260781 | 7/27/2026 | P - Plumbing | 1009 BURNING WOOD | A BETTER PLUMBER | BATH REMODEL | 0 | 0 | $54.50 |
| 20260780 | 7/27/2026 | O - Curb Cut, Driveway and | 4409 LILLY VALLEY | STEVEN POLLARD | REPAIR | 0 | 0 | |
| 20260779 | 7/27/2026 | B - Roof Redeck | 2311 N MCKINLEY | AM CONSTRUCTION & ROOFING | REMODEL | 11,750 | 1,650 | $54.50 |
| 20260778 | 7/27/2026 | E - Engineering Project | 302 S BEARD | ARBOR TRANSPORT & CONSTRUCTION | DEMOLITION BID PACKET | 0 | 0 | $25.00 |
| 20260777 | 7/24/2026 | E - Electrical | 532 N BROADWAY | KB ELECTRIC, LLC | REPLACE EXISTING | 0 | 0 | $54.50 |
| 20260776 | 7/24/2026 | B - Residential New | 33707 BELCHER RD | PRESTON GRAY | NEW CONSTRUCTION | 550,361 | 4,743 | $1,267.39 |
| 20260775 | 7/24/2026 | O - Curb Cut, Driveway and | 1703 AUTUMN LN | BISON CONCRETE | CURB CUT & DRIVEWAY | 0 | 0 | $50.00 |
| 20260774 | 7/23/2026 | F - Fire Suppression | 700 SARATOGA ST SUITE B | CENTRAL FIRE SYSTEMS | FIRE SUPPRESSION | 0 | 15,356 | $411.62 |

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| 20260773 | 7/23/2026 | O - Sign | 4901 N KICKAPOO STE 3001 | F & BS UNLIMITED - FRANK N SIGN | 2 SIGNS - 1 DOES NOT NEED A PERMIT | 500 | 60 | $50.00 |
| 20260772 | 7/23/2026 | P - Plumbing | 1901 N BELL | MOORE WATER TREATMENT INC | NEW INSTALLATION | 0 | 0 | $54.50 |
| 20260771 | 7/23/2026 | M - Mechanical | 1607 WINDMILL RIDGE DR | ADVENT MECHANICAL | CHANGE OUT | 0 | 0 | $84.50 |
| 20260770 | 7/23/2026 | F - Fire Alarm / Smoke Control System | 1102 W MACARTHUR | SUMMIT FIRE SECURITY | FIRE ALARM/SMOKE CONTROL | 5,028 | 2,400 | $152.50 |
| 20260768 | 7/22/2026 | P - Plumbing | 424 N AYDELOTTE AVE | LINN'S PLUMBING | REPIPE | 0 | 0 | $54.50 |
| 20260767 | 7/22/2026 | P - Plumbing | 1502 E MACARTHUR ST | STANLEY PLUMBING SERVICES | GAS METER RESET | 0 | 0 | |
| 20260766 | 7/22/2026 | P - Plumbing | 1011 N MINNESOTA | ROTO-ROOTER PLUMBING | REPLACE EXISTING | 0 | 0 | $54.50 |
| 20260765 | 7/21/2026 | B - Commercial - Remodel | 130 E MACARTHUR | WAYNE CONTRACTING COMPANY | REMODEL | 60,000 | 1,685 | $425.75 |
| 20260764 | 7/21/2026 | O - Demolition and Moving | 1108 N PENNSYLVANIA | WADES SERVICES LLC | DEMOLITION | 0 | 0 | |
| 20260763 | 7/21/2026 | E - Electrical | 747 E INDEPENDENCE | ADUB ELECTRIC LLC | REMODEL | 0 | 0 | $154.50 |
| 20260762 | 7/21/2026 | B - Accessory Structure | 16618 STEVENS RD | CAROLINA CARPORTS | NEW CONSTRUCTION | 0 | 0 | $54.50 |

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| 20260761 | 7/21/2026 | M - Mechanical | 419 E MAIN | A/C DOCTORS | MINI SPLIT | 0 | 0 | $54.50 |
| 20260760 | 7/21/2026 | B - Residential Remodel | 1236 SHERRY LANE | BRENDA WARDEN | REMODEL | 70,000 | 1,350 | $291.38 |
| 20260758 | 7/21/2026 | M - Mechanical | 1406 CAMBRIDGE CT | AMERICAN AIR CONDITIONING | CHANGE OUT | 0 | 0 | $54.50 |
| 20260757 | 7/21/2026 | E - Electrical | 4901 N KICKAPOO STE 3001 | ELITE CONSTRUCTION & RENOVATIONS LLC | NEW INSTALLATION | 0 | 0 | $54.50 |
| 20260756 | 7/20/2026 | O - Demolition and Moving | 623 N TUCKER | ARBOR TRANSPORT | ABATEMENT | 0 | 0 | |
| 20260755 | 7/20/2026 | O - Demolition and Moving | 915 N LOUISA | ARBOR TRANSPORT | ABATEMENT | 0 | 0 | |
| 20260754 | 7/20/2026 | O - Demolition and Moving | 519 N CHAPMAN AVE | SCISSORTAIL RENOVATIONS | MOVING TINY HOME | 0 | 0 | $50.00 |
| 20260753 | 7/20/2026 | M - Mechanical | 1021 N BROADWAY | AIR COMFORT SOLUTIONS | CHANGE OUT | 0 | 0 | $54.50 |
| 20260752 | 7/17/2026 | E - Electrical | 806 N MARKET | FLUX ELECTRIC | REMODEL | 0 | 0 | $54.50 |
| 20260751 | 7/16/2026 | M - Mechanical | 1116 E ALICE ST | AIR COMFORT SOLUTIONS | CHANGE OUT | 0 | 0 | $54.50 |
| 20260750 | 7/16/2026 | P - Plumbing | 20 W GEORGIA | DALES PLUMBING | PRESSURE TEST | 0 | 0 | $54.50 |
| 20260749 | 7/16/2026 | P - Plumbing | 3005 N BELL | JIMMY B QUICK | CHANGE OUT | 0 | 0 | $54.50 |
| 20260748 | 7/16/2026 | M - Mechanical | 200 E 9TH ST | A/C DOCTORS | CHANGE OUT | 0 | 0 | $54.50 |

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| 20260747 | 7/15/2026 | PC - Short-Term Rental | 1309 N Broadway | Mark & Christina Hanson | Short Term Rental | 0 | 0 | $180.00 |
| 20260746 | 7/15/2026 | M - Mechanical | 421 S MINNESOTA | SPARKS HEATING & AIR | CHANGE OUT | 0 | 0 | $64.50 |
| 20260745 | 7/15/2026 | P - Plumbing | 1236 SHERRY LANE | CAPPS PLUMBING | REMODEL | 0 | 0 | $54.50 |
| 20260744 | 7/15/2026 | B - Commercial - | 100 W 9TH ST SUITE A | EM PROPERTYS | COMMERCIAL REMODEL | 15,750 | 1,150 | $234.50 |
| 20260743 | 7/15/2026 | F - Hood Suppression System | 500 W UNIVERSITY | FIRETROL PROTECTION SYSTEMS | HOOD SUPPRESSION | 0 | 0 | $104.50 |
| 20260742 | 7/15/2026 | B - Commercial - Other | 8008 N HARRISON AVE | MILLER-TIPPENS/ONE GAS | ADDITION & REMODEL | 1,400,000 | 51,465 | $13,205.75 |
| 20260741 | 7/14/2026 | P - Plumbing | 327 N PARK | DALES PLUMBING | GAS PRESSURE TEST | 0 | 0 | $54.50 |
| 20260740 | 7/14/2026 | E - Electrical | 3005 N BELL | EROPKIN AUDIOLLC | CHANGE OUT | 0 | 0 | $54.50 |
| 20260739 | 7/13/2026 | P - Plumbing | 14 CHEYENNE | MOORE WATER TREATMENT INC | NEW INSTALLATION | 0 | 0 | $54.50 |
| 20260738 | 7/13/2026 | B - Residential Remodel | 1209 E 9TH | RIE TINA LITTLEHEAD | REMODEL | 0 | 0 | $29.50 |
| 20260737 | 7/13/2026 | M - Mechanical | 2403 E HIGHLAND | AIRCO SERVICE | CHANGE OUT | 0 | 0 | $104.50 |
| 20260736 | 7/13/2026 | P - Plumbing | 632 N KICKAPOO AVE | AIR COMFORT SOLUTIONS | REPLACE EXISTING | 0 | 0 | $54.50 |
| 20260735 | 7/10/2026 | P - Plumbing | 802 W MAIN ST | PASCHAL HOME SERVICES | CHANGE OUT | 0 | 0 | $54.50 |

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| 20260734 | 7/9/2026 | PC - Zoning Variance | 625 N LOUISA AVE | Allen Hubbard, Hubbard Homes | Variance for encroachment into setback | 0 | 0 | $250.00 |
| 20260733 | 7/9/2026 | E - Electrical | 3331 N HARRISON | MARSH ELECTRIC | REMODEL | 0 | 0 | $104.50 |
| 20260732 | 7/9/2026 | B - Storm Shelter | 601 POOL LN | STORM SAFE | STORM SHELTER | 4,700 | 24 | $29.50 |
| 20260731 | 7/9/2026 | B - Storm Shelter | 2328 FAITH BLVD | OKC SHELTERS | NEW INSTALLATION | 3,999 | 21 | $29.50 |
| 20260730 | 7/9/2026 | B - Roof Redeck | 5 LARKINS PL | M2 CONSTRUCTION & MANAGEMENT | REMODEL | 14,000 | 1,822 | $54.50 |
| 20260729 | 7/9/2026 | O - Paving Cut and Boring | 309 S BEARD | TEXAS STATE UTILITIES | BORE | 0 | 0 | |
| 20260728 | 7/9/2026 | O - Curb Cut, Driveway and Sidewalk | 616 HONEY SPRINGS LN | B & H CONTRUCTION | STREET CUT | 0 | 0 | |
| 20260727 | 7/9/2026 | O - Curb Cut, Driveway and Sidewalk | 3331 N HARRISON | B & H CONTRUCTION | STREET CUT | 0 | 0 | |
| 20260726 | 7/9/2026 | O - Demolition and Moving | 39405 W MACARTHU | JOE GREGORY | DEMOLITION | 0 | 0 | $50.00 |
| 20260725 | 7/9/2026 | M - Mechanical | 1202 W GILMORE | SPARKS HEAT & AIR | CHANGE OUT | 0 | 0 | $154.50 |
| 20260724 | 7/9/2026 | P - Plumbing | 212 W HIGHLAND ST | COMPLETE PLUMBING LLC | GASLINE | 0 | 0 | $54.50 |
| 20260722 | 7/8/2026 | B - Residential New | 1307 W WALLACE | RICK LANDES | NEW CONSTRUCTION | 394,800 | 3,290 | $1,803.63 |

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| 20260721 | 7/8/2026 | O - Curb Cut, Driveway and Sidewalk | 1831 E HIGHLAND | B & H CONTRUCTION | STREET CUT | 0 | 0 | |
| 20260720 | 7/8/2026 | M - Mechanical | 3331 N HARRISON | LOVES HVAC | NEW INSTALLATION | 0 | 0 | $64.50 |
| 20260719 | 7/7/2026 | B - Residential Remodel | 2011 N BROADWAY | OKLAHOMA FOUNDATION | REMODEL | 0 | 1,554 | $334.73 |
| 20260717 | 7/7/2026 | P - Plumbing | 2201 DUKES REALM | BRAD'S PLUMBING LLC | MISC | 0 | 0 | $54.50 |
| 20260716 | 7/7/2026 | F - Fire Alarm / Smoke Control | 4510 MARKETPLACE BLVD | JE SYSTEMS, INC | NEW INSTALLATION | 0 | 106,651 | $2,237.52 |
| 20260715 | 7/7/2026 | B - Residential New | | JUAN VILLALOBOS | NEW CONSTRUCTION | 350,000 | 5,249 | $2,329.91 |
| 20260714 | 7/6/2026 | F - Burn | 3010 N BELL AVE | Scott Timmons | BURN PERMIT | 0 | 0 | $29.50 |
| 20260713 | 7/6/2026 | E - Electrical | 3301 MONTICELLO DR | AIR COMFORT SOLUTIONS | NEW SERVICE | 0 | 0 | $54.50 |
| 20260712 | 7/6/2026 | P - Plumbing | 1609 E EDWARDS | A BETTER PLUMBER | BATH REMODEL | 0 | 0 | $54.50 |
| 20260711 | 7/6/2026 | PC - Zoning Change | 1510 N BEARD AVE | Christopher Duncan | Rezoning | 0 | 0 | $350.00 |
| 20260710 | 7/6/2026 | O - Demolition and Moving | 16200 ARCHERY RANGE RD | SOUTHERN ENVIRONMENTAL SEPTIC & STORM SHELTERS LLC | DEMOLITION | 0 | 0 | $50.00 |
| 20260709 | 7/6/2026 | B - Residential Remodel | 218 W FEDERAL | JEFFERIE PATTON | REMODEL | 16,000 | 0 | |

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|---|---|---|---|---|---|---|---|---|
| 20260708 | 7/6/2026 | B - Residential Remodel | 619 W POPLAR | AUSTIN PRIME MANAGEMENT | REMODEL | 7,500 | 1,288 | $278.20 |
| 20260707 | 7/2/2026 | P - Plumbing | 319 N MCKINLEY | VIP PLUMBING | REPAIR | 0 | 0 | $54.50 |
| 20260706 | 7/1/2026 | P - Plumbing | 1102 W MACARTHU | STREETS LLC | REMODEL | 0 | 0 | $54.50 |
| 20260705 | 7/1/2026 | M - Mechanical | 1102 W MACARTHU | STREETS LLC | REMODEL | 0 | 0 | $124.50 |
| 20260704 | 7/1/2026 | B - Swimming Pool | 2508 WINGED FOOT WAY | ADVANCED SPRINKLER | NEW INSTALL | 95,000 | 0 | $64.50 |
| 20260703 | 7/1/2026 | B - Storm Shelter | 9 DUSTIN CIR | GROUND ZERO SHELTERS | STORM SHELTER | 4,895 | 32 | $29.50 |
| 20260702 | 7/1/2026 | B - Residential Remodel | 1127 E PARKER | ROBERTO GRASS SR | REMODEL | 300 | 0 | $29.50 |
| 20260701 | 7/1/2026 | P - Plumbing | 618 N LOUISA | COWBOYS PLUMBING | REPLACE EXISTING | 0 | 0 | $54.50 |
| 20260700 | 7/1/2026 | P - Plumbing | 8975 N LEO RD | LINN'S PLUMBING, LLC | REPIPE | 0 | 0 | $54.50 |
| 20260699 | 7/1/2026 | M - Mechanical | 1925 N BEARD | A/C DOCTORS | REPLACEMENT | 0 | 0 | $84.50 |
| 20260698 | 7/1/2026 | B - Commercial - | 2616 N PARK | KEVIN BISHOP | ADD ON | 481,444 | 1,108 | $568.00 |
| 20260697 | 7/1/2026 | O - Demolition and Moving | 3010 N BELL AVE | MEIER & SON | DEMOLITION | 0 | 0 | $50.00 |
| | | | | | | | | **$33,139.28** |

**Total Records: 105**

**8/3/2026**

**Page: 9 of 9**

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Kimberly Hoover, Finance Director

**Sponsor:** Kimberly Hoover, Finance Director

**Subject:** Budget amendments for Fiscal Year 2026 – 2027:

**Background:** A total budget amendment in the amount of $2,735,644.78 is requested to be considered:

**Fund 001 - General Fund**— To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027. Staff is requesting a transfer of funds to the appropriate department's budgets. The amount of the appropriation is as follows:

- $137,916.75 — To appropriate fund balance for Fiscal Year 2026 Encumbrances that were budgeted for in Fiscal Year 2026 and are expected to be received or rendered in Fiscal Year 2027.

**Fund 001 - General Fund**— The Streets Department received monies from Oklahoma Municipal Assurance Group (OMAG) for damage to a tool box on a Ford F550 truck. Staff is requesting a transfer of funds to Repair & Maintenance — Vehicles. The amount of the appropriation is as follows:

- $3,157.30 - Repair & Maintenance - Vehicles

**Fund 001 - General Fund**— To appropriate fund balance for salaries and other contractual services for Fiscal Year 2027. Staff is requesting a transfer of funds to the appropriate department budgets. The amount of the appropriation is as follows:

- $147,276.00 — To appropriate fund balance for salary expenditures in Fiscal Year 2027.

**Fund 010 - Grant Fund**— To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the Police Department's grant budget. The amount of the appropriation is as follows:

- $41,184.14 — Police Department Grant Funds

**Fund 102 — E 911 Fund**— To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the E 911 Fund budget. The amount of the appropriation is as follows:

- $182,375.30 - Telephone

**Fund 301 - Capital Improvement Fund**— To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027. Staff is requesting a transfer of funds to the appropriate department's budgets. The amount of the appropriation is as follows:

- $812,471.93 — To appropriate fund balance for Fiscal Year 2026 Encumbrances that were budgeted for in Fiscal Year 2026 and are expected to be received or rendered in Fiscal Year 2027.

**Fund 301 — Capital Improvement Fund**— To reappropriate unspent funds in Fiscal Year 2026 for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the Capital Outlay funds for the Police Department and the Fire Department. The amount of the appropriation is as follows:

- $149,269.25 — Capital Outlay — Police Department
- $21,761.00 - Capital Outaly - Animal Welfare Shelter
- $10,000.00 — Capital Outlay — Fire Department

**Fund 302 - Street Improvement Fund**— To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027. Staff is requesting a transfer of funds to appropriate department's budgets. The amount of the appropriation is as follows:

- $1,036,700.92 — To appropriate fund balance for Fiscal Year 2026 Encumbrances that were budgeted for in Fiscal Year 2026 and are expected to be received or rendered in Fiscal Year 2027.

**Fund 303 – 2018 Capital Improvement Fund**— To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027. Staff is requesting a transfer of funds to appropriate department's budgets. The amount of the appropriation is as follows:

- $116,920.62 — To appropriate fund balance for Fiscal Year 2026 Encumbrances that were budgeted for in Fiscal Year 2026 and are expected to be received or rendered in Fiscal Year 2027.

**Fund 350 - Aquatic Center**— To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the Aquatic Center budget. The amount of the appropriation is as follows:

- $1,000.00 — Advertising

**Fund 603 - Insurance Recovery**— To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the appropriate department's budgets. The amount of the appropriation is as follows:

- $13,623.15 — Capital Outlay — Police Department

- $7,830.14 — Capital Outlay — Parks Department
- $2,204.54 — Capital Outlay — Aquatic Center

**Fund 603 - Insurance Recovery**— The Distribution and Collections Department received monies from Oklahoma Municipal Assurance Group (OMAG) for a mower that was totaled due to unfixable damage. Staff is requesting a transfer of funds to Capital Outlay — Equipment to purchase a new mower. The amount of the appropriation is as follows:

- $12,564.00 — Capital Outlay — Equipment

**Fund 604 — Health Self-Insur Fund**— To appropriate fund balance for employee's health insurance costs for Fiscal Year 2027. City Staff is requesting a transfer of funds to Claim Settlements. The amount of the appropriation is as follows:

- $25,386.72 — Claim Settlements

**Fund 706 - Donations Fund**— To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027. Staff is requesting a transfer of funds to the Police and the Parks Department's budgets. The amount of the appropriation is as follows:

- $4,810.37 — Police Department
- $4,544.64 — Parks Department

**Fund 706 — Donations Fund**— The Police Department received monies from donations and is requesting to transfer monies for expenditures. Staff is requesting a transfer of funds to Other Materials & Supplies. The amount of the appropriation is as follows:

- $4,648.01 — Other Materials & Supplies

**Financial Impact:** See attached budget amendments.

**Attachments:**

**Staff Recommendation:** Staff recommends approval of the budget amendments.

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**GENERAL FUND**

**Estimated Revenue, Fund Balance, or Transfers IN**

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

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 001 | 5-0110-53390 | | | OTHER CONTRACTUAL SERVICES | 500,693.97 | 57,200.00 | 557,893.97 |
| 001 | 5-0110-53990 | | | CONTINGENCY | 649,263.41 | 49,700.00 | 698,963.41 |
| 001 | 5-0210-53410 | | | OTHER TRAINING | 10,000.00 | 1,391.30 | 11,391.30 |
| 001 | 5-0330-53080 | | | ELECTIONS | 18,180.00 | 16,305.45 | 34,485.45 |
| 001 | 5-0410-53400 | | | TRAINING CONFERENCES | 5,825.00 | 13,320.00 | 19,145.00 |
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| | | | | | 1,183,962.38 | 137,916.75 | 1,321,879.13 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for Fiscal Year 2026
Encumbrances for which goods or services will be received
or rendered in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT**
**GENERAL FUND**

**Estimated Revenue, Fund Balance, or Transfers IN**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 603 | 48040 | | | INSURANCE RECOVERY | 2,272,846.00 | (3,157.30) | 2,269,688.70 |
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| | | | | Total | 2,272,846.00 | (3,157.30) | 2,269,688.70 |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
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| 001 | 5-0920-53040 | | | REPAIR & MAINTENANCE - VEHICLES | 71,775.00 | 3,157.30 | 74,932.30 |
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| | | | | | 71,775.00 | 3,157.30 | 74,932.30 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**

To appropriate monies received from Oklahoma Municipal Assurance Group (OMAG) for damage to a Ford F550 truck to transfer to Repair & Maintenance - Vehicles for the Streets Department expenditures in FY27.

**Approved:**

**Mayor** _____

**Attest:**

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

**City Clerk** _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**GENERAL FUND**

**Estimated Revenue, Fund Balance, or Transfers IN**

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

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 001 | 5-0110-53390 | | | OTHER CONTRACTUAL SERVICES | 500,693.97 | 120,986.03 | 621,680.00 |
| 001 | 5-0610-51140 | | | LIFE INSURANCE | 1,020.50 | 144.10 | 1,164.60 |
| 001 | 5-0610-51150 | | | OMRF RETIREMENT | 37,387.04 | 2,243.87 | 39,630.91 |
| 001 | 5-0110-51010 | | | REGULAR SALARIES | 435,728.98 | 17,000.00 | 452,728.98 |
| 001 | 5-0110-51110 | | | SOCIAL SECURITY | 29,012.75 | 825.29 | 29,838.04 |
| 001 | 5-0110-51120 | | | MEDICARE | 6,785.24 | 193.01 | 6,978.25 |
| 001 | 5-0110-51140 | | | LIFE INSURANCE | 1,062.88 | 157.20 | 1,220.08 |
| 001 | 5-0110-51150 | | | OMRF RETIREMENT | 67,468.95 | 926.50 | 68,395.45 |
| 001 | 5-0110-51500 | | | OTHER BENEFITS | 17,160.00 | 4,800.00 | 21,960.00 |
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| | | | | | 1,096,320.31 | 147,276.00 | 1,243,596.31 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for salary expenditures and other contractual services in FY27.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**GRANT 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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 010 | 5-0620-54200 | | | CAPITAL OUTLAY - EQUIPMENT | - | 4,704.00 | 4,704.00 |
| 010 | 5-0620-51020 | | | OVERTIME | - | 22,133.14 | 22,133.14 |
| 010 | 5-0620-52500 | | | OTHER MATERIALS & SUPPLIES | - | 14,347.00 | 14,347.00 |
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| | | | | | - | 41,184.14 | 41,184.14 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for monies received in Fiscal year 2026 carried forward for exepnditures in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**E-911 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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
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| 102 | 5-0660-53250 | | | TELEPHONE | 148,500.00 | 182,375.30 | 330,875.30 |
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| | | | | | 148,500.00 | 182,375.30 | 330,875.30 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for monies received in Fiscal year 2026 carried forward for exepnditures in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 301 | 5-0640-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | 150,000.00 | 363,869.93 | 513,869.93 |
| 301 | 5-0920-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | - | 49,400.00 | 49,400.00 |
| 301 | 5-0920-54500 | | | CAPITAL OUTLAY - EQUIPMENT | - | 219,261.00 | 219,261.00 |
| 301 | 5-0930-54500 | | | CAPITAL OUTLAY - EQUIPMENT | - | 179,941.00 | 179,941.00 |
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| | | | | | 150,000.00 | 812,471.93 | 962,471.93 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
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| | | | | | | | |
| 301 | 5-0620-54500 | | | CAPITAL OUTLAY - EQUIPMENT | 150,000.00 | 40,649.79 | 190,649.79 |
| 301 | 5-0620-54560 | | | CAPITAL OUTLAY - POLICE VEHICLES | 400,000.00 | 108,619.46 | 508,619.46 |
| 301 | 5-0640-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENT | 150,000.00 | 21,761.00 | 171,761.00 |
| 301 | 5-0710-54500 | | | CAPITAL OUTLAY - EQUIPMENT | 141,000.00 | 5,000.00 | 146,000.00 |
| 301 | 5-0730-54500 | | | CAPITAL OUTLAY - EQUIPMENT | 70,000.00 | 5,000.00 | 75,000.00 |
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| | | | | | 911,000.00 | 181,030.25 | 1,092,030.25 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To reappropriate unspent funds in Fiscal year 2026 for exepnditures in Fiscal year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**STREETS 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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 302 | 5-0810-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | 6,650,000.00 | 10,200.00 | 6,660,200.00 |
| 302 | 5-0920-54500 | | | CAPITAL OUTLAY - EQUIPMENT | 160,000.00 | 63,625.00 | 223,625.00 |
| 302 | 5-0920-54800 | | | CAPITAL OUTLAY - EQUIPMENT | 750,000.00 | 962,875.92 | 1,712,875.92 |
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| | | | | | 7,560,000.00 | 1,036,700.92 | 8,596,700.92 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**2018 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 |
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**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 303 | 5-0810-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | 3,500,000.00 | 85,696.35 | 3,585,696.35 |
| 303 | 5-1210-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | 200,000.00 | 31,224.27 | 231,224.27 |
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| | | | | | 3,700,000.00 | 116,920.62 | 3,816,920.62 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for Fiscal Year 2026 Encumbrances for which goods or services will be received or rendered in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**AQUATIC CENTER**

**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 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 350 | 48460 | | | ADVERTISING | - | 1,000.00 | 1,000.00 |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | Total | - | 1,000.00 | (1,000.00) |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**INSURANCE RECOVERY 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 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | - | - | - |
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| | | | | | | | |
| | | | | | | | |
| | | | | Total | - | - | - |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 603 | 5-0620-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | - | 8,111.23 | 8,111.23 |
| 603 | 5-0620-54500 | | | CAPITAL OUTLAY - EQUIPMENT | - | 5,511.92 | 5,511.92 |
| 603 | 5-0940-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | - | 845.34 | 845.34 |
| 603 | 5-0940-54500 | | | CAPITAL OUTLAY - EQUIPMENT | - | 6,984.80 | 6,984.80 |
| 603 | 5-0960-54200 | | | CAPITAL OUTLAY - BUILDINGS & IMPROVEMENTS | - | 2,204.54 | 2,204.54 |
| | | | | | | | - |
| | | | | | | | - |
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| | | | | | - | - | - |
| | | | | | - | 23,657.83 | 23,657.83 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT**
**INSURANCE RECOVERY 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 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 603 | 48040 | | | INSURANCE RECOVERY | 2,272,846.00 | (12,564.00) | 2,260,282.00 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | Total | 2,272,846.00 | (12,564.00) | 2,260,282.00 |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| 603 | 5-1040-54500 | | | CAPITAL OUTLAY - EQUIPMENT | - | 12,564.00 | 12,564.00 |
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| | | | | | - | 12,564.00 | 12,564.00 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**

To appropriate insurance proceeds received from Oklahoma Municipal Assurance Group (OMAG) for damages to a mower and transfer to be used toward the purchase of a replacement mower for the Distribution and Collection Department expenditures in FY27.

**Approved:**

**Mayor** _____

**Attest:**

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

**City Clerk** _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**HEALTH SELF-INSUR 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 |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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| | | | | | | | |
| | | | | Total | - | - | - |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 604 | 5-5030-53650 | | | CLAIM SETTLEMENTS | 1,386,627.77 | 25,386.72 | 1,412,014.49 |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
| | | | | | - | - | - |
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| | | | | | | | - |
| | | | | | | | - |
| | | | | | - | - | - |
| | | | | | 1,386,627.77 | 25,386.72 | 1,412,014.49 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for employee's health insurance costs for Fiscal Year 2027.

Approved:

Mayor _____

Attest

City Clerk _____

Date _____

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

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT FORM**
**DONATIONS FUND**

**Estimated Revenue, Fund Balance, or Transfers IN**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 706 | 44200 | | | POLICE DONATIONS | - | 4,648.01 | 4,648.01 |
| 706 | 44480 | | | ANUMAL WELFARE DONTIONS | - | 162.36 | 162.36 |
| 706 | 44510 | | | BINGO DONATIONS | - | 423.75 | 423.75 |
| 706 | 44520 | | | FITNESS DONATIONS | - | 3,528.90 | 3,528.90 |
| 706 | 44530 | | | PARKS & RECREATION DONATIONS | - | 591.99 | 591.99 |
| | | | | | - | | - |
| | | | | | - | | - |
| | | | | Total | - | 9,355.01 | 9,355.01 |

**Appropriations**

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

**Approved by the City Commission this**

**Explanation of Budget Amendment:**
To appropriate fund balance for monies received in Fiscal Year 2026 carried forward for expenditures in Fiscal Year 2027.

Approved:

Mayor _____

Attest

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

City Clerk _____

Date _____

**CITY OF SHAWNEE**
**2026-2027 BUDGET AMENDMENT**
**DONATIONS FUND**

**Estimated Revenue, Fund Balance, or Transfers IN**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 706 | 44200 | | | POLICE DONATIONS | 4,648.01 | (4,648.01) | - |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | Total | 4,648.01 | (4,648.01) | - |

**Appropriations**

| Fund Number | Account Number | Project Code | Line Item | Description | Balance Before Amendment | Amount of Amendment Increase (Decrease) | Balance After Amendment |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| 706 | 5-0610-52500 | | | OTHER MATERIALS AND SUPPLIES | - | 4,648.01 | 4,648.01 |
| | | | | | | | |
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| | | | | | - | - | - |
| | | | | | - | 4,648.01 | 4,648.01 |

**Approved by the City Commission this**

**Explanation of Budget Amendment:**

To appropriate monies received from donations to transfer to Other Materials and Supplies for the Police Department expenditures in FY27.

**Approved:**

**Mayor**

**Attest:**

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

**City Clerk**

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Sponsor:** Mayor Eric Stephens

**Subject:** Mayor Appointments:

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

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** Approval of item.

## Lisa Lasyone

**From:** Dana Austin <dana@bhhsbenchmark.com>
**Sent:** Monday, July 20, 2026 10:32 AM
**To:** Petya Stefanoff <Petya.Stefanoff@shawneeok.org>
**Subject:** [EXTERNAL EMAIL]Re: Renew of term

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."
Time has really passed fast. I would like to continue to serve on the BOA. I have signed up for the training in OKC July 31st.

Thank you,
Dana Austin

City of Shawnee
OKLAHOMA

APPLICATION TO SERVE
*Boards, Committees and Commissions*

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: Dana Austin
Application Date: 1-10-2022
Address: 4608 Kellye Green
Date of Birth: 12-23-1965
Mailing Address: Same
Daytime Phone: 405-850-6160 Fax: _____ Email: dana@bhhsbenchmark.com
Profession: Realtor
Business Name: Berkshire Hathaway Benchmark Realty
Business Address: 3601 N Harrison
Business Phone: 405-27518182 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? 24 years

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

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

Revised March 2, 2021

Why are you interested in serving on the Board/Committee/Commission selected above?
I think my real estate experience and involvment in previous developments could be beneficial to the committee.

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?
General knowledge of real estate along with involvement in my husbands developments over the last 15 years.

What civic or volunteer activities (if any) are you currently involved in?
Member of Project Safe's Auxillary board. I am also on the education committee with the Shawnee Board of Realtors.

List education, including degree(s) earned:
Bachleor of Arts - St Gregory's University

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? Yes
If so, please explain:
In 1996, after a death in the family and a job loss.

Please include up to three personal or professional references:

| Name | Relationship | Telephone Number |
|---|---|---|
| Pam O'Rorke | My Broker | 405-641-8324 |
| Shawnda Phares | Client | 405-612-3690 |
| Jay Lester | Client | 405-397-5334 |

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 Dana Austeri Date 1-10-22

Revised March 2, 2021

APPLICATION TO SERVE
*Boards, Committees, and Commissions*

□ Appointment
□ Reappointment – Partial/First/Second Term

Name: David Lee Brothers Application Date: 07/13/2026

Address: 38786 Collina Drive

Mailing Address: 38786 Collina Drive

Daytime Phone: 405-823-2095 Email: dbrothers410@gmail.com

Profession: Campaign Canvasser/ Pharmacy Technician

Business Name: Harrison Discount Pharmacy

Business Address: 1442 N. Harrison Ave

Business Phone: 405-273-9906 Email: HDPHARM@sbcglobal.net

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

How many years have you lived in Shawnee? 10+ years

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

If so, please list the board/committee/commission: N/A

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

| | |
|---|---|
| ☐ Airport Advisory Board | ☒ Shawnee Beautification, Parks, and Recreation Committee |
| ☐ Board of Adjustment (Zoning) | ☐ Shawnee Hospital Authority |
| ☐ Housing Authority | ☐ Shawnee Senior Citizens Advisory Board |
| ☐ Library Board | ☐ Shawnee Urban Renewal Authority |
| ☐ Oklahoma Baptist University Trust Authority | ☐ Other _____ |
| ■ Planning Commission | |
| ☐ Shawnee Arts and Culture Commission | |

Why are you interested in serving on the Board/Committee/Commission selected above?
I want to help promote job growth and grow better relationships between the people of s

Revised July 2, 2026

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?
I have good political/legal knowledge as well as great communication and interpersonal

What civic or volunteer activities (if any) are you currently involved in?
Not any at the moment, however, I used to volunteer at the community market.

List education, including degree(s) earned:
Diploma from Shawnee High School and a Bachelor's in Political Science from OBU.

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

Have you ever been charged and/or convicted of a felony? No
If so, please explain the circumstances and the current status of the charge(s) and/or conviction(s):
N/A

Have you ever declared personal or business bankruptcy? NO
If so, please explain:
N/A

Please include up to three personal or professional references:

| Name | Relationship | Telephone Number |
|---|---|---|
| David Nicklas | Boss | 405-831-4597 |
| Brian Ogden | Supervisor/ Good Friend | 405-226-9613 |
| Greg Wilson | Boss | 405-706-1943 |

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 07/13/2026

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

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

Revised July 2, 2026

# David Brothers

dbrothers410@gmail.com 405-823-2095

## EDUCATION

**Diploma**

Shawnee High School, Shawnee, OK

**Bachelor's in Political Science, with a minor in Criminal Justice**

Oklahoma Baptist University, Shawnee, OK

## EXPERIENCE

**Information Technology.** KSNL Aero, Shawnee, OK (October 2021-January 2022) Duties included making sure every surveillance camera was operating correctly, along with the network servers.

**Groundskeeper**. Firelake Ball Fields, Shawnee, OK (Seasonal) Duties included marking softball fields and keeping the fields intact for upcoming tournaments. Along with helping in the concession stand.

**Valet/ Bellboy**. Grand Casino Hotel & Resort, Shawnee, OK (July 2022-October 2024) Duties included answering various kinds of customer questions along with assisting them with their luggage. In addition, I also drove cars to either be parked or retrieved for customers.

**Intern.** Wilson Law Firm PLLC, Shawnee, OK (July 2025-December 2025) Duties include filing paperwork, handling sensitive documents, setting court dates, and helping the lead attorney (Greg Wilson) with anything that he requests.

**Pharmacy Technician.** Harrison Discount Pharmacy, Shawnee, OK (October 2025-Current) Duties include checking out patients, typing directions on prescriptions, filling prescriptions, and sorting prescriptions.

**Campaign Canvasser.** Remote/Oklahoma County (May 2026-Current) Duties include contacting voters either by phone or in person, logging voter data and plugging it into an excel spreadsheet for the campaign advisor to look at.

---

## ACHIEVEMENTS

- National Junior Honor Society
- Christian Academy 2A Basketball State Runner Up
- President's Honor Roll for Spring & Fall 2023 Semester
- President's Honor Roll for Spring 2024 & Fall 2024 Semester
- President's Honor Roll for Fall 2025 Semester
- Recipient of 2025 Rushing Memorial Scholarship
- Recipient of R&S Prize in American Constitutional Law

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## SPECIAL SKILLS

- Quick to think of solutions to work related problems.
- Ability to master unfamiliar duties.
- Excellent at engaging with new people/customers.
- Efficient Worker
- Physically Strong
- Excellent Listening and Conversating abilities.

---

## SCHOOL AND COMMUNITY ACTIVITES

- Intramural flag football and basketball.
- Volunteer at my local church (FaithCo) in Shawnee, OK.
- Volunteered at Dream Center in Los Angeles, CA.
- Volunteered for missionary work, in Africa, for 2Roads Missions.
- Volunteered for Community Market in Shawnee, OK
- Senior Senator for the Student Government Association of Oklahoma Baptist University.

- Member of the Oklahoma Intercollegiate Legislature for Oklahoma Baptist University

---

**REFERENCES**

- David Nicklas, D.PH.
  405-831-4597
  HDPHARM@sbcglobal.net
- Brian Ogden, D.PH.
  405-226-9613
  BATOGDEN@sbcglobal.net
- Greg Wilson, Attorney at Law
  405-706-1943
  greg@shawneelaw.com
- Nathan Holm, Professor of Political Science
  405-585-4151
  Nathan.holm@okbu.edu
- Tia Azlin, Personal Client
  405-401-5693

RECEIVED
JAN 14 2026
CITY CLERK

City of Shawnee
OKLAHOMA

RECEIVED
JAN 13 2026
BY: ...

*Boards, Committees, and Commissions*

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: Tamara Hale Application Date: 1/13/26

Address: 209 n eastern

Mailing Address: _____

Daytime Phone: (572)358-8772 Email: cloclo_50502@yahoo.com

Profession: _____

Business Name: _____

Business Address: _____

Business Phone: _____ Email: _____

APPLICATION TO SERVE

Do you live within the City Limits of the City of Shawnee? (Yes) No

How many years have you lived in Shawnee?
40

Do you currently serve on a City board, committee, or commission? Yes (No)

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

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
I served before and I enjoyed it.

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

I have served before so I am knowledged on the process

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

List education, including degree(s) earned:

Assoc. in Business managment

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

Housing Auth.

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 |
|---|---|---|
| Howie Blocker | mother | 405-481-0405 |
| Brandy Stanton | friend | 405-981-9285 |
| Kim Fuqua | Friend | 405-788-9723 |

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 Tamara Hale Date 1/13/26

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

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

Revised January 9, 2024

City of Shawnee
OKLAHOMA

APPLICATION TO SERVE
*Boards, Committees, and Commissions*

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: LaDonna Jones Bryce Application Date: 6/21/24
Address: 1302 E. Edwards
Mailing Address: Same as above
Daytime Phone: 580-320-2557 Email: lbryce59@icloud.com
Profession: Owner BryceRealty Group LLC
Business Name: _____
Business Address: 813 E. Darrow
Business Phone: 580-320-2557 Email: ladonna@bryceRealtyGroup.com

Do you live within the City Limits of the City of Shawnee? (Yes) No

How many years have you lived in Shawnee? 16+

Do you currently serve on a City board, committee, or commission? Yes (No)

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

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
I have a desire to see Shawnee Put our best foot forward. I have no problem getting my hands dirty doing it.

Revised January 9, 2024

What will make you a good board member and what skills or knowledge do you have that would be relevant to this board/committee/commission?
I have the ability to bring suggestions to the committee as well as cooperation.

What civic or volunteer activities (if any) are you currently involved in?
Church. I volunteered at the C-3 warming shelter many years.

List education, including degree(s) earned: High School + Real Estate

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

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 |
|---|---|---|
| Barb Lutomski | friend | 405-361-0719 |
| Brenda Abercrombie | Business asso. | 405-223-1120 |
| Sen. Shane Jett | friend | 405-496-5501 |

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 LaDonna Jones Bryce Date 6/21/24

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

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

Revised January 9, 2024

**City Manager Office**
401 N. Bell St.
Shawnee, OK 74801
ShawneeOK.org

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Mark Simpson, City Manager

**Sponsor:** Mark Simpson, City Manager

**Subject:** Agreement with the Pioneer Library System for Library Services, Facilities, and Maintenance.

**Background:** Renewal of an agreement with the Pioneer Library System for library services, facilities, and maintenance.

**Financial Impact:**

**Attachments:** Shawnee Agreement 2026-2027

**Staff Recommendation:** Approval of item.

# AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2026-2027

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Pioneer Library System (**"Pioneer"**) and the City of Shawnee (the **"City")** to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

## WITNESSETH:

**WHEREAS,** Pioneer is a multi-county library system organized under 65 O.S § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

**WHEREAS,** Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

**WHEREAS,** Shawnee is located within Pottawatomie County (the **"County"**) and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

**WHEREAS,** the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, (the "**Library Building**") upon which the Shawnee Public Library is located and for which an interlocal agreement will be made regarding improvements to be made by Pioneer; and

**WHEREAS,** Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the **"Shawnee Public Library"**) ; and

**WHEREAS,** the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2026-2027 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

**WHEREAS,** the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

**A. Pioneer Library System's Obligations.** Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.

3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.

4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.

5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.

6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.

7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.

8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.

9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.

10. Subject to the terms of the Interlocal Agreement, Pioneer shall own all materials and equipment purchased by Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.

12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.

13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.

14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.

15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.

16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

**B. <u>The City of Shawnee's Obligations</u>.**

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.

2. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building for the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.

3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds

on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

a. Telephone services including a listing in the local phone directory, but excluding long distance calls
b. City cable by franchise agreement
c. Electric service
d. Lawn/landscaping service
e. Custodial services
f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
g. Electronic security system and monthly monitoring
h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4 The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City and the building improvements and furnishings purchased by Pioneer shall belong to the City under the terms of the Interlocal Agreement. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, subject to the terms of the Interlocal Agreement, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by “Tenant Misuse”. The term “Tenant Misuse” will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6 The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City’s request for use. The City’s use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

**C. Interlocal Agreement**

The City and Pioneer shall complete an interlocal agreement pursuant to 74 OS 1008 regarding Pioneer's construction of improvements to the Library Building and purchase of furnishings (the "**Interlocal Agreement**").

D. **Mutual Agreement**.

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased or acquired by the City shall be owned exclusively by the City, subject to the terms of the Interlocal Agreement.

**E. Use of Premises for Purpose Stated**

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

**F. Redecoration and Remodeling**

Pioneer will have the right and privilege, subject to prior written approval of the City and subject to the terms of the Interlocal Agreement, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

**G. Non-Discrimination**

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**H. Assignment**

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

**I. Destruction of Premises**

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such

longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

**J. Force Majeure**

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

**K. Term**

The term of this agreement shall be July 1, 2026, through June 30, 2027, and shall be renewable annually upon the written consent of both parties.

**L. Termination for Default**

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

**M. Termination**

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

**N. Redelivery of Premises**

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

**O. Whole Agreement and Amendments**

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

**P. Entire Agreement**

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests, with the exception of the Interlocal Agreement.

**Q. Non-Waiver**

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

**R. Severability**

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the reminder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

**S. Notices**

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee
Attention: Mark Simpson, City Manager
16 W. 9th St.
Shawnee, OK 74801
Telephone: (405) 878-1601
Email: CityManager@shawneeok.org

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405) 801-4500
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

**IN WITNESS WHEREOF,** Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

_____
CITY CLERK

CITY OF SHAWNEE:

_____
MAYOR

PIONEER LIBRARY SYSTEM

_____
CHAIR, BOARD OF TRUSTEES

ATTEST:

_____
CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Mason Wilson, Police Chief

**Sponsor:** Mason Wilson, Police Chief

**Subject:** Agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.

**Background:** Renewal of an agreement with Independent School District No. 93, also known as Shawnee Public Schools, for Supplemental Police Services.

**Financial Impact:** Revenue of actual costs - 001-41120 Independent School District

**Attachments:** Agreement

**Staff Recommendation:** Approval of item.

# AGREEMENT

This agreement made and entered into this 1st day of July, 2026, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District No. 93 of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

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

**TERM**: The term of this agreement shall be from the 1st day of July, 2026, through the 30th day of June, 2027. This agreement shall be for the period of one (1) year.

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

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

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

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

**CONSIDERATION**: In consideration for this agreement, District agrees to pay to City the Actual Cost not to exceed $198,000 to cover the salary, uniform allowance, and weapons allowance of the police officers. This consideration remains unchanged unless there are changes of the actual salary or allowances paid to the officers. City shall be responsible for providing the patrol car and any other necessary equipment required by the officers for the performance of their duties.

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

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

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

CITY OF SHAWNEE, SHAWNEE, OKLAHOMA

_____
MARK SIMPSON
CITY MANAGER

(SEAL)
ATTEST:

_____
LISA LASYONE, MMC, CITY CLERK

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

_____
BOARD PRESIDENT

INDEPENDENT SCHOOL DIST. 93 OFFICIAL SEAL POTTAWATOMIE COUNTY, OKLA.

(SEAL)
ATTEST:

_____
CLERK OF BOARD OF EDUCATION

Approved as to form and legality on _____.

_____
JOSEPH M. VORNDRAN, CITY ATTORNEY

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Sponsor:** Lisa Lasyone, Chief Operations Officer | City Clerk

**Subject:** Approve appointment of Kendall Harrison, Human Resources Director, as Oklahoma Municipal Retirement Fund Authorized Agent.

**Background:** Oklahoma Municipal Retirement Fund (OkMRF) requires that the Authorized Agent be designated by the Plan's Retirement Committee, which is the governing body. The Authorized Agent acts as the agent of the City in matters pertaining to the Plan and the Fund to centralize the local administration and coordination of Plan activities, including contribution and payroll information, forms and applications for Plan participants, and to assist Participants, the Employer and Committee regarding Plan matters.

**Financial Impact:** None.

**Attachments:** OkMRF AAN 08-17-2026

**Staff Recommendation:** Approval this item.

OKLAHOMA MUNICIPAL RETIREMENT FUND

Oklahoma Municipal Retirement Fund

# AUTHORIZED AGENT NOTIFICATION FORM

## AUTHORIZED AGENT DESIGNATION PROCESS

An Authorized Agent shall be designated in writing by the Plan's Retirement Committee (governing body) and shall act as the agent of the Employer in matters pertaining to the Plan and the Fund to centralize in one person the local administration and coordination of Plan activities including contribution and payroll information, forms and applications for Plan participants and to assist Participants, the Employer and Committee regarding Plan matters. Please refer to the Authorized Agent Role and Responsibilities section of this form or the plan document for specific duties.

If you, as Authorized Agent, want to designate another Authorized Signer (please complete a Notice of Authorized Signer).

## AUTHORIZED AGENT INFORMATION (Please print clearly using black or blue ink)

NAME OF MUNICIPALITY OR ENTITY: City of Shawnee

FEDERAL TAX ID NUMBER: 73-6005424

APPROVED AUTHORIZED AGENT: Kendall Harrison

TITLE: Human Resources Director

AUTHORIZED AGENT SIGNATURE: _____

EFFECTIVE DATE: 08/17/2026

MAILING ADDRESS: PO Box 1448, Shawnee, Oklahoma 74802

PHONE NUMBER: (405) 878-1669 FAX NUMBER: (405) 878-1734

EMAIL ADDRESS: Kendall.Harrison@ShawneeOK.org

## AUTHORIZATION

The undersigned hereby certifies that the foregoing information was introduced before the _____

(governing body) of _____ Oklahoma and was duly approved on the ____ day of _____, 20 ____

City of Shawnee

By: _____

Title: Mayor
(Mayor or Chairman)

_____ _____

Date Seal City Clerk

PLEASE CONTINUE TO PAGE 2 FOR AUTHORIZED AGENT'S ROLE AND RESPONSIBILITIES DEFINITION

## AUTHORIZED AGENT ROLE AND RESPONSIBILITIES

### EXCERPT FROM SECTION 9.1 (b) OF THE MASTER DEFINED BENEFIT PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;
(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
(4) to keep the Employer and Committee informed regarding Employer contribution rates and funds required to meet the costs of the Plan;
(5) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
(6) to certify at the direction of the Committee that an Employee is on an Authorized Leave of Absence, paid or unpaid; and
(7) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

### EXCERPT FROM SECTION 10.1 (b) OF THE MASTER DEFINED CONTRIBUTION PLAN

Authorized Agent: An Authorized Agent shall be designated in writing by the Committee and shall act as the agent of the Employer (but not the agent of the Trustees or the Trust Service Provider of the Oklahoma Municipal Retirement Fund the "Fund") in matters pertaining to the Plan and the Fund, to centralize in one person the local administration and coordination thereof, and to file payroll and contribution information, to file claims, forms and applications for Participants, and to advise Participants, the Employer and the Committee. The Authorized Agent, under the control and direction of the Committee, shall have such general duties as the Employer and the Committee may deem necessary and proper for such purposes, which duties shall include but not be limited to, the following:

(1) to coordinate the deduction of Participant contributions and to see that Employer and Participant contributions are properly received and forwarded promptly to the Fund for management and investment;
(2) to forward any communications directed to Participants and Beneficiaries by the Trustees, the Trust Service Provider or the Fund;
(3) to lend assistance to Participants and Beneficiaries in filing applications for benefits, and in communicating with the Employer, the Committee and the Trustees or the Trust Service Provider of the Fund and to forward such communications to the addressees;
(4) to assist the Committee in determining whether Employees are eligible for participation in the Plan;
(5) to certify at the direction of the Committee that a Participant is on an authorized leave of absence, paid or unpaid; and
(6) to file at the direction of the Committee a petition or nomination and cast a ballot for election of Trustees of the Fund.

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Kevin Moore, Director of Building and Engineering Services

**Sponsor:** Kevin Moore, Director of Building and Engineering Services

**Subject:** Acceptance of Maintenance Bonds for Rolling Hills Phase 2.

**Background:** The public infrastructure improvements for Rolling Hills Phase 2 have been substantially completed and have received final inspection by the City. In accordance with the City's development requirements, the developer has submitted the required maintenance bonds to guarantee the workmanship and materials associated with the accepted public improvements during the maintenance period.

The maintenance bonds provide financial security to the City should deficiencies in the public improvements become evident during the required warranty period. Upon acceptance of the maintenance bonds, the developer will remain responsible for correcting any defects that arise during the maintenance period in accordance with City standards and the terms of the bond.

**Financial Impact:** Acceptance of the maintenance bonds does not require the expenditure of City funds. The bonds provide financial protection to the City for the covered public improvements throughout the maintenance period.

**Attachments:** Paving Maintenance Bond, Sewer Maintenance Bond, Water Maintenance Bond

**Staff Recommendation:** Staff recommends approval

# MAINTENANCE BOND

#GSA02400244

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Johnson Construction, LLC 3021 N Venice Blvd., Oklahoma City, OK 73107, as Principal, and Palomar Casualty and Surety Company, 1625 W. Causeway Approach, Mandeville LA 70471, a corporation organized under the laws of the State of Louisiana and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Sixty Thousand & 00/100*** Dollars ($ 60,000.00 ) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for four (4) years after completion and final acceptance (total of 5 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 6th day of July, 2026

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Absentee Shawnee Housing Authority, dated March 27, 2024, for
(State or Other Entity)

**ASHA Rolling Hills cul-de-sac – Phase II (Paving),** all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **five (5) years ({one hundred (100%) percent for first year, ten (10%) for four years** thereafter, of total contract price} for all projects for the construction of

utilities) from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST: _____

PRINCIPAL:
Bruce Johnson Construction, LLC
BY _____
TITLE Project Manager

(SEAL)

ATTEST: _____

SURETY:
Palomar Casualty and Surety Company
BY _____
Attorney-in-Fact
NAME Wendy Hollen

**PALOMAR SPECIALTY INSURANCE COMPANY**
**PALOMAR CASUALTY AND SURETY COMPANY**

# POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

**Bond Number:** GSA02400244 **Principal:** Bruce Johnson Construction, LLC

**Description:** ASHA Rolling Hills cul-de-sac - Phase II (Paving)

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

William M. McNeill, Cody McNeill, Lisa Sherman, Todd Triplett, John Rogers, Wendy Hollen, and Kyle Reser

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 6th day, of July, 2026.

PALOMAR SPECIALTY
SEAL
0001

Angela Grant
Secretary

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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 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**
Insurance Agency of Mid America Inc
10009 S. Penn, Building E
P. O. Box 890300
Oklahoma City OK 73189

**CONTACT NAME:** Myranda Denny
**PHONE (A/C, No, Ext):** (405) 691-0016 **FAX (A/C, No):** (405) 691-0415
**E-MAIL ADDRESS:** mdenny@midamericainc.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Kinsale Insurance Company | |
| INSURER B: Progressive Northern Ins Co | 38628 |
| INSURER C: Ohio Security Ins Co | 24082 |
| INSURER D: West American Ins Co | 44393 |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Bruce Johnson Construction LLC
2836 NW 23rd St
Oklahoma City OK 73107

**COVERAGES** **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X $5,000 per occ. deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 0100338310-1 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | 983692943 | 7/10/2025 | 7/10/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | XWS67063125 | 12/1/2025 | 12/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 100,000<br>$ 100,000<br>$ 500,000 |
| D | Installation Floater | | | BMW59202839 | 12/1/2025 | 12/1/2026 | Limit<br>Deductible | $250,000<br>$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ASHA Rolling Hills cul-de-sac - Phase II Paving)
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

**CERTIFICATE HOLDER**
City of Shawnee
City Clerk
PO Box 1448
Shawnee, OK 74802

**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**
Cody McNeill/MD

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# MAINTENANCE BOND

#GSA02400246

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Johnson Construction, LLC 3021 N Venice Blvd., Oklahoma City, OK 73107, as Principal, and Palomar Casualty and Surety Company, 1625 W. Causeway Approach, Mandeville LA 70471, a corporation organized under the laws of the State of Louisiana and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Thirty-Five Thousand & 00/100*** Dollars ($ 35,000.00 ) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 6th day of July, 2026

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Absentee Shawnee Housing Authority, dated March 27, 2024, for
(State or Other Entity)

**ASHA Rolling Hills cul-de-sac – Phase II (Sewer),** all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities)

from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST: _____

PRINCIPAL:
Bruce Johnson Construction, LLC
BY _____
TITLE Project Manager

(SEAL)

ATTEST: _____

SURETY:
Palomar Casualty and Surety Company
BY _____
Attorney-in-Fact
NAME Wendy Hollen

**PALOMAR SPECIALTY INSURANCE COMPANY**
**PALOMAR CASUALTY AND SURETY COMPANY**

# POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

**Bond Number:** GSA02400246 **Principal:** Bruce Johnson Construction, LLC

**Description:** ASHA Rolling Hills cul-de-sac - Phase II (Sewer)

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

William M. McNeill, Cody McNeill, Lisa Sherman, Todd Triplett, John Rogers, Wendy Hollen, and Kyle Reser

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 6th day, of July, 2026.

PALOMAR SPECIALTY
SEAL
0001

Angela Grant
Secretary

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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 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 | CONTACT NAME: Myranda Denny |
|---|---|
| Insurance Agency of Mid America Inc<br>10009 S. Penn, Building E<br>P. O. Box 890300<br>Oklahoma City OK 73189 | PHONE (A/C, No. Ext): (405) 691-0016 FAX (A/C, No): (405) 691-0415<br>E-MAIL ADDRESS: mdenny@midamericainc.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Bruce Johnson Construction LLC<br>2836 NW 23rd St<br>Oklahoma City OK 73107 | INSURER A: Kinsale Insurance Company | |
| | INSURER B: Progressive Northern Ins Co | 38628 |
| | INSURER C: Ohio Security Ins Co | 24082 |
| | INSURER D: West American Ins Co | 44393 |
| | INSURER E: | |
| | INSURER F: | |

**COVERAGES** **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X $5,000 per occ. deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT LOC<br>OTHER: | | | 0100338310-1 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | 983692943 | 7/10/2025 | 7/10/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | XWS67063125 | 12/1/2025 | 12/1/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 100,000<br>$ 100,000<br>$ 500,000 |
| D | Installation Floater | | | BMW59202839 | 12/1/2025 | 12/1/2026 | Limit<br>Deductible | $250,000<br>$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: ASHA Rolling Hills cul-de-sac - Phase II (Sewer)
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

**CERTIFICATE HOLDER**

City of Shawnee
City Clerk
PO Box 1448
Shawnee, OK 74802

**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

Cody McNeill/MD

© 1988-2014 ACORD CORPORATION. All rights reserved.

# MAINTENANCE BOND

#GSA02400245

KNOW ALL MEN BY THESE PRESENTS:

That Bruce Johnson Construction, LLC 3021 N Venice Blvd., Oklahoma City, OK 73107, as Principal, and Palomar Casualty and Surety Company, 1625 W. Causeway Approach, Mandeville LA 70471, a corporation organized under the laws of the State of Louisiana and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Beneficiary in penal sum of ***Thirty-Five Thousand & 00/100*** Dollars ($ 35,000.00 ) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the Shawnee Municipal Authority/City Of Shawnee Beneficiary all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year thereafter, of total contract price} for all projects for the construction of utilities) from and after acceptance of said project by the Shawnee Municipal Authority/City of Shawnee Beneficiary; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold Shawnee Municipal Authority/City of Shawnee Beneficiary harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

DATED this 6th day of July, 2026

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Absentee Shawnee Housing Authority, dated March 27, 2024, for
(State or Other Entity)

**ASHA Rolling Hills cul-de-sac – Phase II (Water),** all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY all damages, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of **two (2) years ({one hundred (100%) percent for first year, ten (10%) for one year** thereafter, of total contract price**}** for all projects for the construction of utilities**)**

from and after acceptance of said project by the SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY; and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if principal shall save and hold SHAWNEE MUNICIPAL AUTHORITY/CITY OF SHAWNEE BENEFICIARY harmless from all damages, loss and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this BOND.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in his name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

(SEAL)

ATTEST: _____

PRINCIPAL:
Bruce Johnson Construction, LLC
BY _____
TITLE Project Manager

(SEAL)

ATTEST: _____

SURETY:
Palomar Casualty and Surety Company
BY _____
Attorney-in-Fact
NAME Wendy Hollen

**PALOMAR SPECIALTY INSURANCE COMPANY**
**PALOMAR CASUALTY AND SURETY COMPANY**

# POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

**Bond Number:** GSA02400245 **Principal:** Bruce Johnson Construction, LLC

**Description:** ASHA Rolling Hills cul-de-sac - Phase II (Water)

KNOW ALL BY THESE PRESENTS, THAT Palomar Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of Oregon ("***PSIC***"), and Palomar Casualty and Surety Company, duly organized and existing under the laws of Louisiana, ("***PCSC***" and together with PSIC, the "***Companies***" or each "***Company***"), do hereby make, constitute, and appoint:

William M. McNeill, Cody McNeill, Lisa Sherman, Todd Triplett, John Rogers, Wendy Hollen, and Kyle Reser

on behalf of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $75,000,000.00.

This Power of Attorney is granted and is signed by facsimile or other electronic transmission under and by the authority of the following Joint Resolutions adopted by the Boards of Directors of Palomar Specialty Insurance Company and Palomar Casualty and Surety Company at meetings duly called and held on the 13th day of March, 2026.

RESOLVED, that any President, or any Executive Vice President, or any Secretary specially authorized to do so by the Boards of Directors of the Companies, and Cullen S. Piske, President of PCSC, be and each of them hereby is authorized and empowered to appoint Attorneys-in-Fact as the business of the Companies may require, or to authorize any person(s) to execute and deliver on behalf of the Companies any bonds, undertakings, and all contracts relating to the surety business of the Companies, and that each or any of them is further authorized to attest to the execution of such Power of Attorney, and to attach the seal of each respective Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of each Company may be affixed to any such Power of Attorney or to any certificate relating thereto by electronic means and any such Power of Attorney or certificate bearing such electronic signatures or electronic seal shall be valid and binding upon each Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

Cullen S. Piske
President
Palomar Casualty and Surety Company

PALOMAR CASUALTY AND SURETY
SEAL
0001

State of Louisiana
Parish of St. Tammany
On this 13th day of March, 2026, before me, a Notary Public, personally appeared Cullen S. Piske, President of Palomar Casualty and Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the Company as an officer of, and acknowledged said instrument to be the voluntary act and deed, of the Company.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Angela Grant, Secretary of Palomar Specialty Insurance Company, do hereby certify that the foregoing Joint Resolutions were adopted by the Boards of Directors of the Companies and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Joint Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 13th Day of March, 2026.

Dated and effective this 6th day, of July, 2026.

Angela Grant
Secretary

PALOMAR SPECIALTY
SEAL
0001

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2026

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 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**
Insurance Agency of Mid America Inc
10009 S. Penn, Building E
P. O. Box 890300
Oklahoma City OK 73189

**CONTACT NAME:** Myranda Denny
**PHONE (A/C, No, Ext):** (405) 691-0016 **FAX (A/C, No):** (405) 691-0415
**E-MAIL ADDRESS:** mdenny@midamericainc.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Kinsale Insurance Company | |
| INSURER B: Progressive Northern Ins Co | 38628 |
| INSURER C: Ohio Security Ins Co | 24082 |
| INSURER D: West American Ins Co | 44393 |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Bruce Johnson Construction LLC
2836 NW 23rd St
Oklahoma City OK 73107

**COVERAGES** **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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 | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X $5,000 per occ. deductible<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 0100338310-1 | 12/1/2025 | 12/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | 983692943 | 7/10/2025 | 7/10/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | XWS67063125 | 12/1/2025 | 12/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 100,000<br>$ 100,000<br>$ 500,000 |
| D | Installation Floater | | | BMW59202839 | 12/1/2025 | 12/1/2026 | Limit<br>Deductible | $250,000<br>$1,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: ASHA Rolling Hills cul-de-sac - Phase II (Water)
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

**CERTIFICATE HOLDER**
City of Shawnee
City Clerk
PO Box 1448
Shawnee, OK 74802

**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**
Cody McNeill/MD

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Mark Simpson, City Manager

**Sponsor:** Mark Simpson, City Manager

**Subject:** Consideration of an Interlocal Agreement with the Pioneer Library System for library improvements.

**Background:** Pioneer Library System is planning significant improvements to the existing library facility, including construction, new furnishings, and equipment. This agreement governs the construction and acquisition as well as ownership of improvements, furniture and equipment.

**Financial Impact:** None

**Attachments:** Shawnee Interlocal Agreement w/Exhibits 2026

**Staff Recommendation:** Approval

INTERLOCAL AGREEMENT
(Pioneer Library System and the City of Shawnee-2026)

This agreement made and entered into on the ___ day of _____, 2026, by and between Pioneer Library System ("**Pioneer**") and the city of Shawnee (the "**City**").

Recitals

The parties acknowledge the following:

A. Pioneer is a multi-county library system for Cleveland, McClain, and Pottawatomie Counties and the cities and towns within those counties.

B. The City is a city located within Pottawatomie County and participates in the Pioneer Library System.

C. Pioneer and the City have entered into an annual service agreement under which Pioneer provides materials and services and the City provides buildings, furnishings and other facilities in which to conduct library services. Pioneer and the City are entering into a new annual service agreement, "Agreement for Library Services, Facilities and Maintenance 2026-2027" (the "Service Agreement"), contemporaneously with this Interlocal Agreement. This Interlocal Agreement is a supplement to the Service Agreement and does not change the parties' obligations under the Service Agreement unless specifically addressed herein.

D. Pioneer proposes to provide funds to expand and enhance the building located at 101 N Philadelphia Ave, Shawnee, Oklahoma, CHOCTAW BLK 17 LOT 12 THRU 30 SHAWNEE PUBLIC LIBRARY (the "**Library Building**") that houses the Shawnee Public Library. The proposed expansion and enhancement of the Library Building are referred to as (the "**Building Improvements**") and more specifically identified below. The Library Building is owned by the City.

E. Pioneer also proposes to provide funds to acquire certain furniture for use in the Library Building in connection with the Building Improvements (the "**Furnishings**"). The Furnishing for the Building Improvements for the 2026-2027 Interlocal Agreement are listed in Exhibit B. Furnishings for the Potential Alternate are not listed in Exhibit B.

F. The Building Improvements include a renovation of existing space, the addition of an outdoor learning space. Plans describing the Building Improvements are attached hereto, marked as Exhibit A. A description of the Furnishings is attached hereto, marked as Exhibit B. The Building Improvements and Furnishings are referred to herein as the "**Building Enhancements.**"

G. There is a potential alternate construction floor plan ("**Potential Alternate**") that would include a demonstration kitchen and meeting room renovation. The Potential Alternate is awaiting approval until funds have been identified to support the Potential Alternate. If the funds are identified, this agreement is eligible for amendment if the Potential Alternate is proposed for approval later.

H. The estimated cost of the Building Improvements is $717,380(the "**Building Value**"). The estimated cost of the Potential Alternate is $342,940 and would be included in the Building Value if the Potential Alternate is approved.

I. The estimated cost of the Furnishings is $79,365 (the "**Furnishings Value**").

J. Pioneer has in the past provided funds to purchase Equipment (the "**Equipment**") used in the Library Building. Equipment purchased in the past included, but is not limited to, a book sorter, self-checkout machines, computers, copiers, and approximately $85,000 of Maker Lab machines. This agreement does cover the previously purchased Equipment nor require Pioneer to purchase more Equipment for the Library Building.

K. The parties wish to formally define the terms under which the Building Enhancements will be made.

L. The City and Pioneer are authorized to enter into cooperative agreements for the provision of library services under 65 O.S. §§4-105, 4-107 and 5-101 and 74 O.S. §§1001 et seq. and this agreement is made under 74 O.S. 1008.

Terms and conditions

In consideration of the mutual promises contained herein and upon the terms and conditions stated herein, the parties agree as follows:

1. Pioneer shall consult with the City with respect to the construction of the Building Improvements and acquisition of the Furnishings. The City's consent shall be required, but not unreasonably withheld, in regard to all construction of the Building Improvements, including but not limited to, structural, mechanical, and security components. Pioneer shall have sole discretion on acquisitions of Furnishings.

2. Upon completion of the construction of the Building Improvements and acquisition of the Furnishings, Pioneer shall transfer, assign and convey to the City the Building Improvements and Furnishings, conditioned upon(a)the City's continued participation in the Pioneer multi-county library system,(b)Pioneer's use of the Library Building, or the Building Improvements and Furnishings for public library services provided by Pioneer, and(c)the City's continued insurance and maintenance of the Library Building, Building Improvements and Furnishings. Further, Pioneer will provide an executed copy of the construction contract and all amendments thereto (including any related to the Potential Alternate) and any update to the Furnishings identified on Exhibit B.

3. The City shall insure the Library Building, including the Building Improvements, or the Furnishings in such amounts and on such terms as are mutually determined by the governing boards of the City and Pioneer. The City shall provide evidence of continuous insurance coverage to Pioneer for the following fiscal year on or before July 1 of each year.

4. Pioneer shall retain ownership of the Equipment and shall insure it at its discretion on terms it finds to be acceptable.

5. Pioneer, its contractors, subcontractors, consultants, and suppliers performing or directing the Building Improvements shall be solely responsible and bear all risk for any loss of or damage to: (a) the Library Building; (b) any improvements, furnishings, fixtures, equipment, and building systems within or serving the Library Building; and (c) adjacent or neighboring property, to the extent arising out of, caused by, or related to the Building Improvements.

6. Until December 31, 2066, the City shall provide to Pioneer, for library services, (a)the Library Building and Building Enhancements, or (b)alternate facilities in the form of a newly constructed building that is equivalent to, or better

than, the current facilities provided by the City, including the Building Improvements, in size and condition, and that meets the requirements of Pioneer's then existing criteria for community branch library facilities at the time of the proposed substitution of the alternate facilities (the "**Alternate Facilities**"). In the event the Library Building is partially or fully destroyed, the terms set out in the Service Agreement are to be followed.

7. In the event that the City withdraws from the Pioneer multi-county library system or that neither the (a)Library Building, Building Improvements and Furnishings nor (b) the Alternate Facility are provided to Pioneer, the City will pay to Pioneer the depreciated value of the Building Improvements and the depreciated value of the Furnishings, and Pioneer will use the funds for library services in the City. The depreciated value of the Building Improvements will be based on the Building Value and will use a straight-line depreciation method over a forty-year period beginning January 1,2026. The depreciated value of the Furnishings will be based on the Furnishings Value and will use a straight-line depreciation method over a twenty-year period beginning January 1,2026. If any item of the Furnishings is removed from service at the Shawnee Public Library and is not replaced by Pioneer, the Furnishings Value will be reduced by the initial cost of the removed item.

8. This agreement shall remain in effect until terminated, in writing, by both parties.

9. To the extent the Constitutional debt limit is determined to be applicable to the provisions of this agreement, this agreement will be subject to the Constitutional provision.

10. The provisions of this agreement are severable. If any provision is determined to be invalid, the other provisions will be fully enforceable.

City of Shawnee

By: _____
Mayor

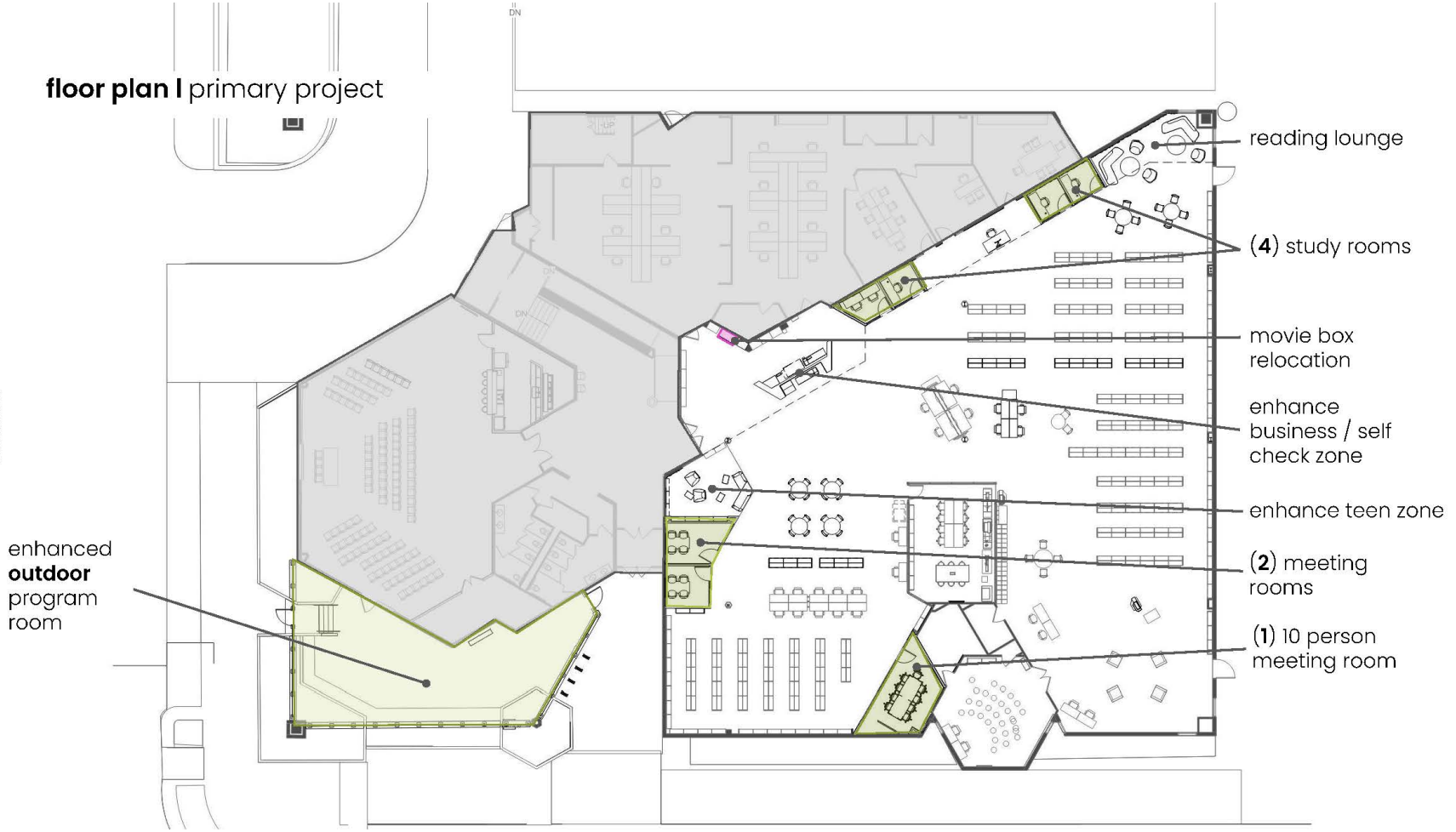
Pioneer Library System

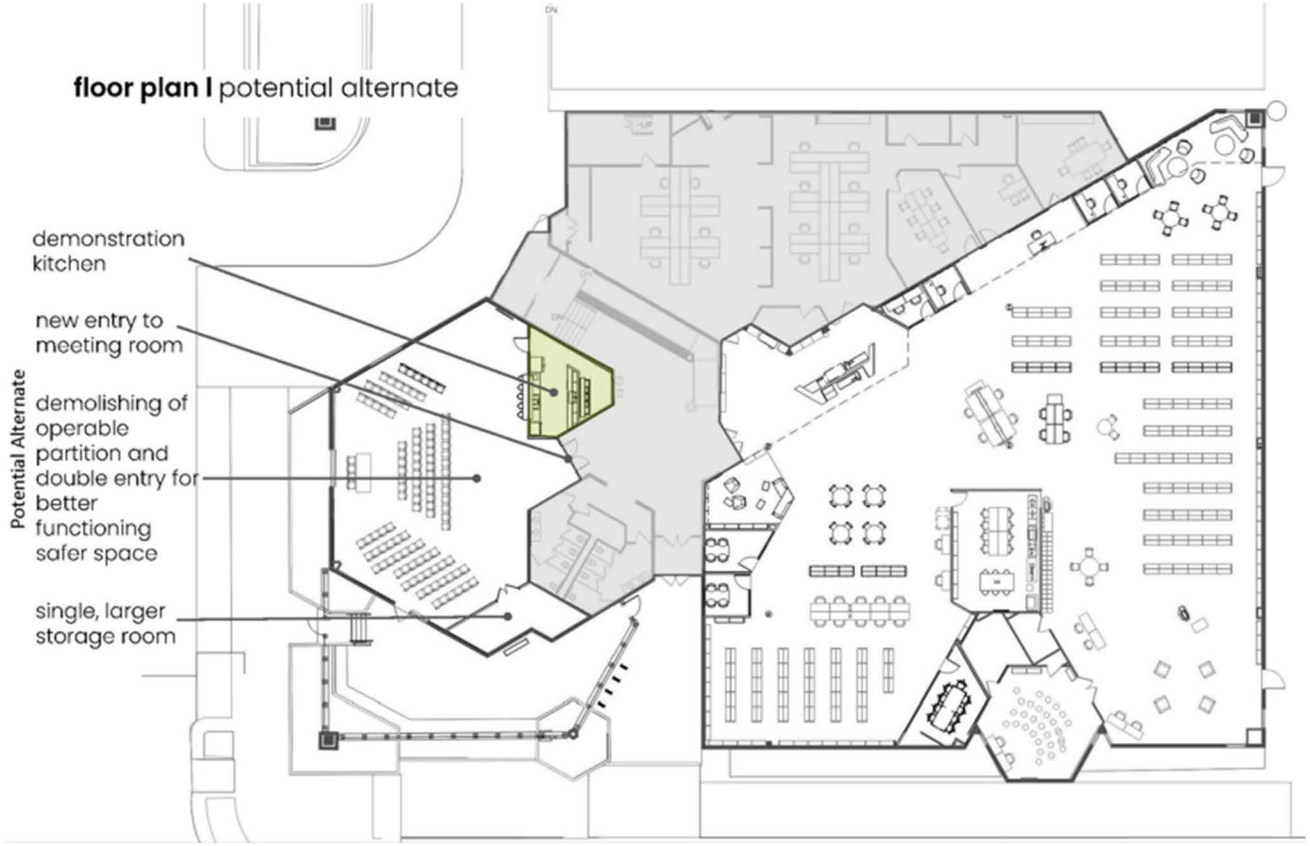
By: _____

President, Board of Trustees

Exhibit A

**floor plan I** primary project




floor plan I potential alternate
demonstration kitchen
new entry to meeting room
demolishing of operable partition and double entry for better functioning safer space
single, larger storage room
Potential Alternate

# Interior Furnishings Budget | PLS - Shawnee Branch

PLS - Shawnee Branch | July 08, 2026

MSR Design

Exhibit B Furniture List

Contract | Not in Contract | Sole Source | Value Engineering | Bid | Request For Proposal | Existing

| Description | Location | Size | Manufacturer | Product | Finish | Comments | COM Yardage | COM Cost/Yd | Total COM | Qty New | Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **READING ROOM (118)** | | | | | | | | | | | |
| Lounge - Low/Mid Back | READING ROOM (118) | | HIGHTOWER | NEST EASY LOUNGE CHAIR | METAL LEGS | | 6.00 | $75 | $1,350 | 3 | $3,837 | $12,861 |
| Lounge - 3-seat Sofa | READING ROOM (118) | | TEKNION | ZNSV - SYMMETRICAL | | | 5.00 | $75 | $750 | 2 | $8,056 | $16,862 |
| Table - Coffee/Occasional Table | READING ROOM (118) | | HIGHTOWER | PROTO TABLE - ROUND LARGE | | | | | $0 | 2 | $2,171 | $4,342 |
| | **TEEN AREA (110)** | | | | | | | | | | | |
| Lounge - Low/Mid Back | TEEN AREA (110) | | ALLSTEEL | PEAK TOWNHALL - DOUBLE LEFT | | | 4.00 | $75 | $300 | 1 | $3,248 | $3,548 |
| | TEEN AREA (110) | | ALLSTEEL | PEAK TOWNHALL - SINGLE RIGHT | | | 2.00 | $75 | $150 | 1 | $2,165 | $2,315 |
| Lounge - Low/Mid Back | TEEN AREA (110) | | BERNHARDT | DIEGO | | WEIGHT ACTIVATED, SELF-LOCKING CASTERS | 2.25 | $75 | $338 | 2 | $2,356 | $5,050 |
| Table - Laptop | TEEN AREA (110) | | HIGHTOWER | KONA LAPTOP TABLE | | ADJUSTABLE HEIGHT | | | $0 | 3 | $826 | $2,477 |
| | **MTG 1 (105)** | | | | | | | | | | | |
| Table - Conference/Study Table | MTG 1 (105) | 30"D X 72"W | HIGHTOWER | C9 TABLE - C9R4T3072 | | FIXED HEIGHT | | | $0 | 1 | $1,140 | $1,140 |
| | **MTG 2 (106)** | | | | | | | | | | | |
| Table - Conference/Study Table | MTG 2 (106) | 30"D X 72"W | HIGHTOWER | C9 TABLE - C9R4T3072 | | FIXED HEIGHT | | | $0 | 1 | $1,140 | $1,140 |
| | **LG MTG (107)** | | | | | | | | | | | $0 |
| Table - Conference/Study Table | LG MTG (107) | 108"W X 36"D X 29"H | WATSON | MASTERMIND CONFERENCE TABLE- MCR36108 | | FIXED HEIGHT | | | $0 | 1 | $3,063 | $3,063 |
| Chair - Guest/Study | LG MTG (107) | | DAVIS | LIGHTWORK CHAIR LW-20 | | 5 STAR CASTER BASE, PLASTIC SHELL | 1.00 | $75 | $675 | 9 | $895 | $8,726 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |
| | | | | | | | | | $0 | | | $0 |

| | |
|---|---|
| Furniture subtotal | $61,523 |
| 4% Inflation | $2,461 |
| 8% Contingency | $4,922 |
| 12% Installation (Non-union) | $7,383 |
| Shipping (5%) | $3,076 |
| Sales Tax (0%) | $0 |
| **Furniture total** | **$79,365** |

| Description | Location | Size | Manufacturer | Product | Finish | Comments | Qty New | Unit Cost | Total Cost |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | $0 |
| | | | | | | | | | $0 |
| | | | | | | | | | $0 |
| | | | | | | | | | $0 |
| | | | | | | | | | $0 |

510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402 | 612.375.0336

msrdesign.com

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Joe Vorndran, City Attorney

**Sponsor:** Chris Odneal, Commissioner

**Subject:** Consideration of a resolution establishing a temporary moratorium until December 31, 2027, on the acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow construction on, expansion of, or use of property for a data center located in the City of Shawnee, Oklahoma; and setting an effective date.

**Background:** Historically, data centers in the City of Shawnee have been on a small scale, generally as ancillary support facilities for an existing office or business, and they did not generate the potential negative impacts associated with large-scale standalone data centers. However, large-scale standalone data centers have potentially consequential impacts on local and regional water usage, electrical usage, noise, heat, air quality, sewage and storm drainage, and other potential impacts on the citizens of the City of Shawnee.

This moratorium is consistent with the intent of Comprehensive Plan 2040 and the Unified Development Code of the City of Shawnee to promote the health, safety, and general welfare of the residents of the City of Shawnee. It will allow for the proper study of regulations on land uses, the holding of public hearings and the adoption of amendments to the necessary portions of the Code of Ordinances and other regulations related to data centers.

The proposed moratorium contains an immediate effective date and a sunset date of December 31, 2027.

**Financial Impact:** None

**Attachments:** Resolution

**Staff Recommendation:** Approval

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A TEMPORARY MORATORIUM UNTIL DECEMBER 31, 2027, ON THE ACCEPTANCE OF NEW APPLICATIONS FOR PROCESSING OF AND ISSUANCE OF REZONING REQUESTS AND PERMITS, INCLUDING BUILDING PERMITS, THAT WOULD ALLOW CONSTRUCTION ON, EXPANSION OF, OR USE OF PROPERTY FOR A DATA CENTER LOCATED IN THE CITY OF SHAWNEE, OKLAHOMA; AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, the Board of Commissioners for the City of Shawnee has determined that it is in the best interest of the City of Shawnee for the efficient operations of municipal governance to establish a temporary moratorium acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow construction on, expansion of, or use of property for a data center under any provision of the Code of Ordinances of the City of Shawnee; and

**WHEREAS**, currently Chapter 22 of the Code of Ordinances of the City of Shawnee, governing planning and development within the City of Shawnee, does not contain provisions for the specific use and regulations identified for data centers; and

**WHEREAS**, historically, data centers in the City of Shawnee have been on a small scale, generally as ancillary support facilities for an existing office or business, and they did not generate the potential negative impacts associated with large-scale standalone data centers; and

**WHEREAS,** large-scale standalone data centers have potentially consequential impacts on local and regional water usage, electrical usage, noise, heat, air quality, sewage and storm drainage, and other potential impacts on the citizens of the City of Shawnee; and

**WHEREAS**, consistent with the intent of Comprehensive Plan 2040 and the Unified Development Code of the City of Shawnee to promote the health, safety, and general welfare of the residents of the City of Shawnee, and to allow for the proper study of regulations on land uses, the holding of public hearings and the adoption of amendments to the necessary portions of the Code of Ordinances and other regulations related to data centers are critical, and an emergency exists that requires the declaration of a temporary moratorium on the acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow construction on, expansion of, or use of property for a data center; and

**WHEREAS**, the declaration of such a temporary moratorium will allow the City of Shawnee, the Board of Commissioners, and General Counsel for the City of Shawnee time to evaluate the full scope of the potential impacts of data centers and to determine the appropriate regulations to be applied to any such proposed data centers.

**NOW THEREFORE,** the Board of Commissioners of the City of Shawnee sees it appropriate and fitting to impose a temporary moratorium on the acceptance of new applications for processing of and issuance of rezoning requests and permits, including building permits, that would allow construction on, expansion of, or use of property for a data center until December 31,

DRAFT

2027, or until such time as the City of Shawnee implements the alterations and amendments to the Code of Ordinances and other such land use regulations necessary for the effective regulation of data centers or other such facilities within the City of Shawnee. This Resolution shall be effective immediately.

PASSED AND APPROVED this ___ day of _____, 2026

_____
ERIC STEPHENS, MAYOR

ATTEST:

_____
LISA LASYONE, MMC, CITY CLERK

(SEAL)

DRAFT

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Petya Stefanoff, Community Development Director

**Sponsor:** Petya Stefanoff, Community Development Director

**Subject:** Public hearing for a request to rezone the property addressed as 1510 North Beard Avenue from C-1 (Local Commercial District) to R-1 (Low Density Residential District). Case No. RZ03-26 | Applicant: Christopher Duncan

**Background:** The applicant is requesting a rezoning of the subject property from C-1 (Local Commercial) to R-1 (Low Density Residential) to bring the existing use into compliance with the current zoning code. The property features a single-family residence built more than 50 years ago, which has been continuously occupied as a dwelling for over a decade and was recently remodeled. Residential uses are not permitted within the C-1 Commercial Zoning District, and thus the property currently holds a legally nonconforming status. Having predated the current development standards, the property is subject to the nonconforming restrictions outlined in Section 22-242 of the Shawnee Unified Development Code (SUDC). Approval of this request will eliminate the nonconforming status and align the property with its long-standing historical use.

**Financial Impact:** Not applicable.

**Attachments:** Record of Action form- PC- 08-26, Notice of Public Hearing, Public Hearing Flyer, Rezoning Application, Staff Report, Maps, Affidative of Publication

**Staff Recommendation:** Staff recommends approval.

**RECORD OF ACTION**

**DATE:** August 17, 2026

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

**FROM:** Petya Stefanoff, Community Development Director

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

==========

**CASE NO:** RZ03-26

**REQUEST**: Public Hearing for a request to rezone the property addressed as 1510 N Beard Avenue from C-1 (Local Commercial) to R-1 (Low Density Residential) to bring property in compliance with current Shawnee Unified Development Code.

**Applicant:** Christopher Duncan

**Subject Property Address:** 1519 N Beard Avenue

**Legal Description:** AP BLK 6 Broadway Heights & Blk 4 Penns Blk 1 Lot 6

**Current Zoning:** C-1 (Local Commercial) **Requested Zoning:** R-1 (Low Density Residential)

**Staff Recommendation:** Staff recommends approval of the request.

==========

**Planning Commission Meeting Date:** August 5, 2026

**PC Recommendation:** Planning Commission recommend approval.

**Conditions:** N/A

Vote: 4 -- 0 -- 0 Members Present: 4

| Members: | Motion | 2nd | Aye | Nay | Abstain | Comments |
|---|---|---|---|---|---|---|
| ALEXANDER | | X | X | | | |
| PORTER | | | | | | ABSENT |
| REESE | | | X | | | |
| BARRETT (CHAIR) | | | X | | | |
| HAYES | X | | X | | | |
| JOHNSON | | | | | | ABSENT |
| BURRELL | | | | | | ABSENT |

NOTICE OF PUBLIC HEARING
Rezoning Request (RZ03-26)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on August 5,2026 at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on August 17, 2026, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a request (**RZ03-26**) to rezone from C-1 (Local Commercial) to R-1 (Low Density Residential) for the property addressed as 1510 N Beard Ave, Shawnee, OK and described as:

*AP BLK 6 Broadway Heights & Blk 4 Penns Blk 1 Lot 6*

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

RZ03-26 1510 N Beard Ave

City of Shawnee
OKLAHOMA

# PUBLIC HEARING

**For more information**
Community Development Department
Shawnee City Hall
16 W. 9th Street
Shawnee, OK 74801
405-878-1672

## Planning Commission
**August 5, 2026**
City Hall at 16 W. 9th Street, Commission Chambers
**1:30 PM**

## City Commission
**August 17, 2026**
City Hall at 16 W. 9th Street, Commission Chambers
**6:00 PM**

RZ03-26 1510 N Beard

**Project Information**

| | |
|---|---|
| **Request:** | Rezone from C-1 (Local Commercial) to R-1 (Low Density Residential) |
| **Applicant:** | Christopher Duncan |
| **Location:** | 1510 N Beard Ave |
| **Case #:** | RZ03-26 |

# PLANNING COMMISSION APPLICATION

City of Shawnee
Community Development Department
16 West 9th Street
Shawnee, OK 74801
(405) 878-1672
Fax (405) 878-1587 www.ShawneeOK.org

For Office Use Only
Case Number:
Project Number :
Date Filed:
Planning Commission Secretary

**REQUEST:**

X 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 C-2 District to R-1 District, as hereinafter requested, and in support of this application, the following facts are shown:

**PROPERTY LOCATION (STREET ADDRESS):** 1510 N. Beard Ave
**LEGAL DESCRIPTION:** Attached
PROPERTY OWNER (S): Christopher Duncan
PROPERTY AGENT (APPLICANT): NA
APPLICANT'S ADDRESS: 1510 N. Beard Ave
CITY: Shawnee STATE: OK ZIP: 74804
EMAIL ADDRESS: CFADuncan2012@Gmail.com
TELEPHONE NUMBER: (580) 889-1269 CONTACT NUMBER: (580) 889 1269
**DIMENSIONS OF PROPERTY:** AREA: WIDTH:
LENGTH: FRONTAGE:
**CURRENT ZONING:** C-2 **CURRENT USE:** Resident
**PROPOSED ZONING:** R-1 **PROPOSED USE:** Resident

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

**REZONING &/OR C.U.P FEE $ 350.00** **PLANNED UNIT DEVELOPMENT FEE $ 550.00**
**RECEIPT NO.** _____

**PLANNING COMMISSION ACTION:** **DATE:**
**CITY COMMISSION ACTION:** **DATE:**
**PLACE ON ZONING MAP:** **ORDINANCE NO.:**

**Planning Department Application Submittal Guidelines - City of Shawnee, OK**

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

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

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

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

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

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

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

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

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

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

==========

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

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

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

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

==========

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

**Planning Applications Submittal Checklist**

_____ Meeting with Community Development Department staff member

_____ Application – completed and signed

_____ Electronic Copy of Legal Description

_____ Certified list of property owners' addresses obtained from a licensed abstract or title company

_____ Deed or Affidavit – proof of ownership or signed permission for land use change application

_____ Fees – The cost of the application and applicable fees are due at the time of submittal.

202200012126
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
09-14-2022 At 11:58 am.
JTCD 18.00

FORM 5005

Instrument 202200012126 Pg 1 Of 1

QUIT CLAIM DEED (Joint Tenancy) (Individual)

GRANTOR: Francene Reed S/P/A Francene Duncan & Christopher Duncan/ married couple

GRANTEE: Christopher Duncan/Francene Duncan married

as joint tenants and not as tenants in common with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either.

DATED:
FILED:
RECORDED: Book , Page .
CONSIDERATION:

HEREBY QUITCLAIM, GRANT, BARGAIN, SELL AND CONVEY all the following described property situated in Pottawatomie County Oklahoma

AP BLK 6 Broadway Heights & BLK 4 Penns BLK 1 Lot 6

1510 North Beard AVE. Shawnee, OK 74804

COUNTY CLERK SEAL OF THE STATE OF OKLAHOMA POTTAWATOMIE COUNTY, OK. 1907

Before me, the undersigned, a Notary Public in and for said County and personally appeared Francene Duncan & Christopher Duncan

to me known to be the identical persons 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.

NOTARIAL SEAL AFFIXED: 9/14/2022
My Commission Expires: 09/14/2024

TAYLOR CURTIS NOTARY PUBLIC #12008727 Exp. 9/14/24 STATE OF OKLAHOMA POTTAWATOMIE COUNTY, OK

Notary Public.

ENTRY NUMBER

SOUTHWEST TITLE & TRUST COMPANY

Return to Christopher & Francene Duncan 1510 N. Beard Ave Shawnee, Ok 74804

I, RAESHEL FLEWALLEN, COUNTY CLERK IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE ORIGINAL Quit Claim Deed
NOW ON FILE IN THE OFFICE.
WITNESS MY HAND AND OFFICIAL SEAL, THIS 1 DAY OF July, 2026
RAESHEL FLEWALLEN, COUNTY CLERK
By Deputy

Community Development Department

16 W 9th St

Shawnee, OK 74801

ShawneeOK.org

**Date**: August 5, 2026

**To**: Shawnee Planning Commission

**From**: Diana Hood, City Planner

**Subject**: Public Hearing and Consideration of a request to rezone the property addressed as 1510 N Beard Ave from C-1 (Local Commercial) to R-1 (Low Density Residential).

Case No. RZ03-26

**Agenda Item:** No. 2

**Applicant**: Christopher Duncan

**Request**: The applicant is requesting to rezone from C-1 (Local Commercial) to R-1 (Low Density Residential) to bring the property into compliance with current zoning code at the property addressed as 1510 N Beard Ave, more particularly described as:

*AP BLK 6 Broadway Heights & Blk 4 Penns Blk 1 Lot 6*

**Analysis**: The subject property is a residence, and has been used as a residence for over a decade. The home itself was built more than 50 years ago, and has been recently remodeled. As a Residential use in a Commercial zoning district, this property is legally nonconforming, meaning that the use has existed for longer than the current zoning code and is subject to the restrictions in Sec. 22-242 of the Unified Development Code.

The current owners are requesting this rezoning to bring the property into compliance with the city's established ordinances by applying the appropriate zoning district to the property.

This request complies with the Comprehensive Plan Future Land Use Map, as it recommends Low Density Residential (R-1) uses in the area.

The current zoning of the land is **C-1 (Local Commercial).**

- Adjacent Land Uses

| North | South | East | West |
|---|---|---|---|
| Low Density Residential (R-1) | Local Commercial (C-1) | Low Density Residential (R-1) | Low Density Residential (R-1) |

- UDC Sec. 22-187 "*Purpose.* The Local Commercial (C-1) District provides for a range of commercial activities, including the development of small-scale neighborhood offices, low-intensity retail and service businesses, restaurants, and public spaces. This district offers a transition between neighborhoods and intensive commercial areas, providing a critical commercial function that serves nearby residential areas. Development in this district is primarily pedestrian-scaled to help improve vehicular circulation and safely accommodate residents and pedestrians. This district represents the character and intent of the low intensity commercial future land use category."
- UDC Sec. 22-184 "*Purpose.* The Low-Density Residential (R-1) District is designed to primarily accommodate low-density single-family residential development supported by parks, open space, cultural, and educational amenities. This district represents the character and intent of the large lot residential and low density residential future land use categories."
- The Comprehensive Plan Future Land Use Map supports this request for rezoning.
- Public Comments: Staff has received no written objections to this request.

**Recommendation**: Based on the above analysis, staff recommends approval of the request.

**Options**:

- Recommend approval the request as presented
- Recommend denial the request
- Recommend approval with certain modifications or conditions
- Defer the item to a certain date for additional discussion

**Financial Impact**: None

**Attachments**:

- Application packet

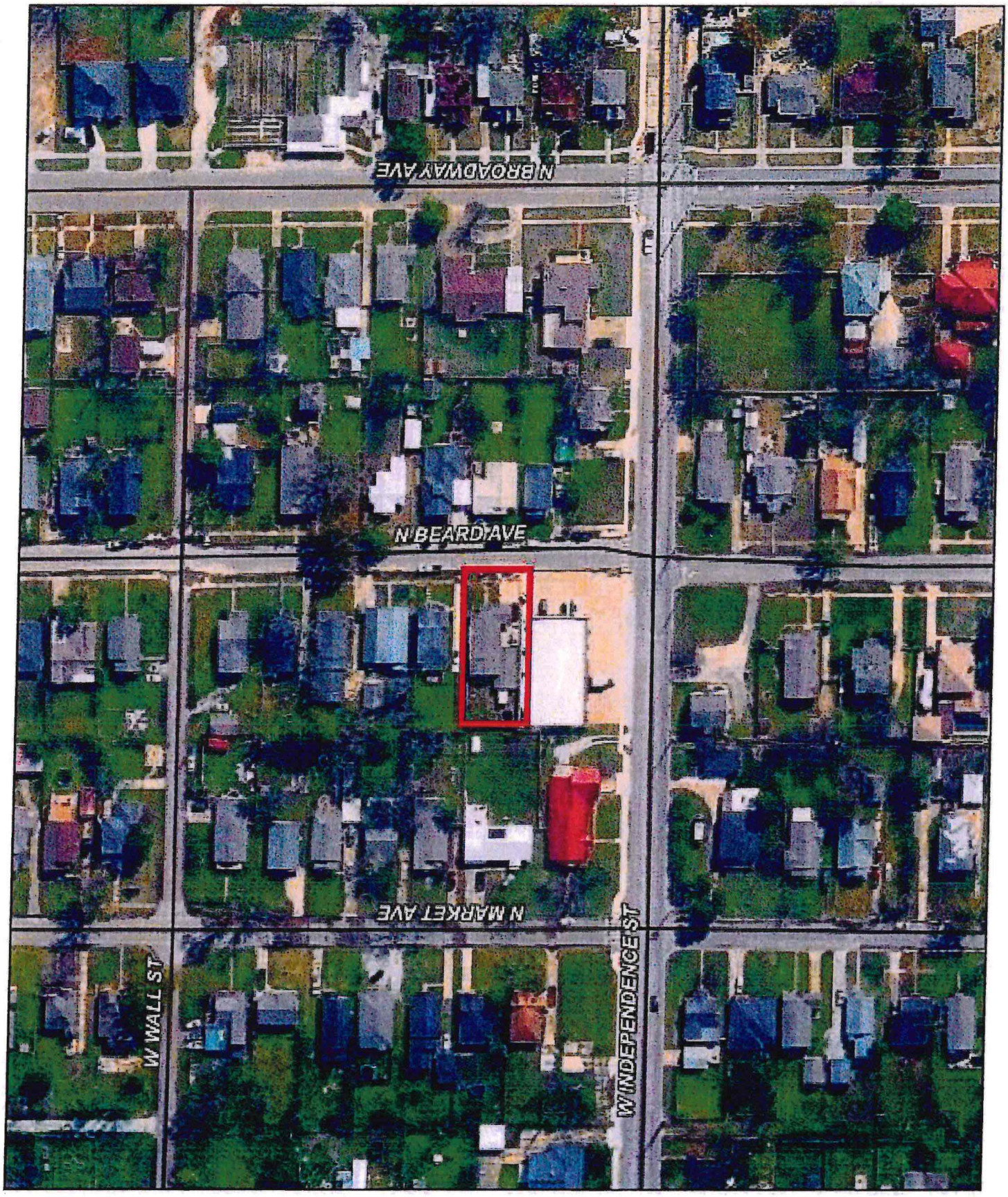
Community Development Department

16 W 9th St

Shawnee, OK 74801

ShawneeOK.org

- Area Map
- Zoning Map


N BROADWAY AVE
N BEARD AVE
N MARKET AVE
W WALL ST
W INDEPENDENCE ST

N Broadway Ave
W Wall St
W Wall St
R-1
C-1
N Beard Ave
N Beard Ave
R-1
C-1
W Independence St
R-1
W Wall St
N Market Ave
N Market Ave

# AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

July 17, 2026

Publishing Fee $ 59.00

/s/ Renee' Wortham

Subscribed and sworn to before me this 17th day of July, 20 26.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/28

NOTARY PUBLIC State of OK
CATHY J. COLVIN
Comm. # 20007983
Expires 07-02-2028

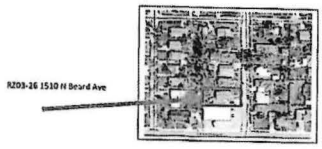
(Published One Time in The County Democrat, July 17, 2026).

**NOTICE OF PUBLIC HEARING**
**Rezoning Request (RZ03-26)**

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on August 5,2026 at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on August 17, 2026, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a request (RZ03-26) to rezone from C-1 (Local Commercial) to R-1 (Low Density Residential) for the property addressed as 1510 N Beard Ave, Shawnee, OK and described as:

AP BLK 6 Broadway Heights & Blk 4 Penns Blk 1 Lot 6

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



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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Petya Stefanoff, Community Development Director

**Sponsor:** Petya Stefanoff, Community Development Director

**Subject:** Consideration of an ordinance to rezone the property addressed as 1510 North Beard Avenue from C-1 (Local Commercial District) to R-1 (Low Density Residential District). Case No. RZ03-26 | Applicant: Christopher Duncan

**Background:** The applicant is seeking rezoning of their property from C-1 (Local Commercial) to R-1 (Low Density Residential) to bring it into compliance with the active Shawnee Unifed Development Code. The use of the property is residential, but it is not allowed in its current zoning district C-1.

**Financial Impact:** NA

**Attachments:** Ordinance

**Staff Recommendation:** Staff recomend approval

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: AP BLK 6 BROADWAY HEIGHTS & BLK 4 PENNS BLK 1 LOT 6 TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-1 (LOW DENSITY RESIDENTIAL DISTRICT), AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma, on the 17th day of August 2026, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Local Commercial District) to R-1 (Low Density Residential District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: AP BLK 6 BROADWAY HEIGHTS & BLK 4 PENNS BLK 1 LOT 6, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, FROM ZONING CLASSIFICATION C-1 (LOCAL COMMERCIAL DISTRICT) TO R-1 (LOW DENSITY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this _____day of _____, 2026.

(SEAL)
ATTEST:

_____
ERIC STEPHENS, MAYOR

_____
LISA LASYONE, MMC, CITY CLERK

Approved as to form and legality this ____day of _____, 2026.

_____
JOSEPH M. VORNDRAN,
CITY ATTORNEY

DRAFT

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Kevin Moore, Director of Building and Engineering Services

**Sponsor:** Kevin Moore, Director of Building and Engineering Services

**Subject:** Demolition and Clearing of 302 South Beard "The Old Mill" (Award)

**Background:** The City solicited competitive bids for the demolition and site clearing of the structure located at 302 S. Beard Street, commonly known as "The Old Mill." The project includes the complete demolition of the existing structure, removal of debris as specified in the bid documents, proper disposal of demolition materials, and restoration of the site in accordance with City specifications.

Bids were received and reviewed for compliance with the requirements of the bid package. Staff evaluated each bid for responsiveness and contractor qualifications. Based on this review, the recommended contractor submitted the lowest responsive and responsible bid and meets the City's requirements for completing the work.
Awarding this contract will allow the City to proceed with the demolition of the unsafe structure, eliminate a public nuisance, improve public safety, and prepare the property for future use.

**Financial Impact:** Funding for this project is available through the budgeted CIP program. The contract will be awarded to Midwest Wrecking Co Demolition for $93,210. Project number 27-0110-02, general ledger account 302-5-0110-54200.

**Attachments:** Notice to Bidders, 302 S Beard Bid Packet, 302 S Beard Asbestos Report, 302 S Beard Demo Bid Sheet

**Staff Recommendation:** Staff recommends that the City Commission award the contract for the demolition and site clearing of 302 S. Beard Street ("The Old Mill") to Midwest Wrecking Co Demolition in the amount of $93,210 and authorize the City Manager to execute the contract and all related documents.

Publish in the Shawnee News Star on Dates: Thursday, **July 21, 2026,** Thursday, **July 28, 2026,** Thursday, **August 4, 2026**

NOTICE TO BIDDERS:

SEALED PROPOSALS must be delivered to the City of Shawnee (City Clerk's Office) at 16 W. 9th St., Shawnee, OK 74801-6812, AND WILL NOT BE ACCEPTED AFTER 4:00 p.m. ON Tuesday August 11th,2026. The scheduled bid opening Tuesday August 11th. Proposals will be publicly read aloud directly following 4:00 PM in the City Commission Chambers, at the City of Shawnee at 16 W. 9th St., Shawnee, OK, for the work listed below.

## DEMOLITION AND CLEARING OF 302 S Beard
## "The Old Mill"

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

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

acquired from

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

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

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

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

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

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

The City of Shawnee will accept questions prior to August 6,2026, at 4:00 PM. Any question responses will be made available to all plan holders.

By: _____
City Manager

Contractor_____

PROPOSALS MUST BE RECEIVED BY

CONTRACT BID DOCUMENTS

# CITY OF SHAWNEE

## BUILDING & ENGINEERING SERVICES DEPARTMENT

# 2026 DEMOLITION BID PACKET

## DEMOLITION AND CLEARING OF
# THE OLD MILL

## 302 S. BEARD AVENUE
SHAWNEE, OKLAHOMA 74801

| | |
|---|---|
| Project: | Demolition and Clearing of The Old MILL Building |
| Project Address: | 302 S. Beard Avenue, Shawnee, Oklahoma |
| Bid Opening: | Tuesday, August 11, 2026, at 4:00 p.m. |
| City Commission Award: | August 17, 2026 |
| Owner: | City of Shawnee, Oklahoma |
| Prepared By: | Building & Engineering Services Department |

*Issued: July 2026*

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

PREPARED BY:

City of Shawnee
Building & Engineering Services Department

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

STAPLE BID BOND TO BACK OF PROPOSAL

---

BIDS WILL BE OPENED AT THE CITY AT 4:00 P.M. ON TUESDAY AUGUST 11, 2026, AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL 4:00 P.M. ON TUESDAY AUGUST 11, 2026, AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

---

CITY: SHAWNEE

COUNTY: POTTAWATOMIE

DESCRIPTION: DEMOLITION

LOCATION: 302 S BEARD

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

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

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

SIGN: CONTRACTOR'S PERFORMANCE RECORD

BUSINESS RELATIONSHIP AFFIDAVIT

NON-COLLUSION BIDDING CERTIFICATION

STATUS VERIFICATION SYSTEM AFFIDAVIT

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

THIS PROPOSAL ISSUED TO:

_____

**********

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

CITY OF SHAWNEE

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DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

BIDDING

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Special Conditions
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Bid Schedule
Contractor Performance Record
Business Relationships Affidavit
Non-Collusion Bidding Certification
Status Verification Affidavit
Contract Agreement
Performance Bond
Statutory Payment Bond
Insurance Requirements
Notice of Award
Notice to Proceed
Final Acceptance Certificate
Contractor's Final Release of Claims
Final Payment Application & Certification
Appendix A- Existing Utility Information
Appendix B- Existing Site Conditions
Appendix C- PRE-DEMOLITION ASBESTOS INSPECTION REPORT
Appendix D- Site Photographs
Appendix E- Demolition Site Plan

Publish in the Shawnee News Star on Dates: July 23,2026, July 30, 2026, and August 6,2026

NOTICE TO BIDDERS:

SEALED PROPOSALS must be hand delivered to the City of Shawnee (City Clerk's Office) at 16 W. 9th St., Shawnee, OK 74801-6812, AND WILL NOT BE ACCEPTED AFTER 4:00 p.m. ON Tuesday, August 11,2026. The scheduled bid opening date is Tuesday August 11,2026. Proposals will be publicly read aloud 4:00 PM in the City Commission Chambers, at the City of Shawnee at 16 W. 9th St., Shawnee, OK, for the work listed below.

## DEMOLITION AND CLEARING OF 302 S BEARD "THE OLD MILL"

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

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

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

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

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

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

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

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

The City of Shawnee will accept questions prior to August 11,2026, at 4:00 PM. Any question responses will be made available to all plan holders.

By: _____
City Manager

CITY OF SHAWNEE
CONTRACT REQUIREMENTS

# DEMOLITION AND CLEARING OF 302 S BEARD
# "THE OLD MILL"

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

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 60 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

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

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

**********

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

**********

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

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

**********

## DETAILED BID FORM

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

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

**BASE BID**

| Pay Item | Estimated Quantity | Unit | Item | Unit Price | Item Total |
|---|---|---|---|---|---|
| 1. | 1 | LSUM | Mobilization (SP) | | |
| _____ Dollars *(Dollars per unit written)* | | | | $_____ | $_____ |
| 2. | 1 | LSUM | Asbestos Remediation | | |
| _____ Dollars *(Dollars per unit written)* | | | | $_____ | $_____ |
| 3. | 1 | LSUM | Building Demolition & Debris Removal | | |
| _____ Dollars *(Dollars per unit written)* | | | | $_____ | $_____ |

**BASE BID SUBTOTAL (Sum of Items 1-3)**

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

**ADD ALTERNATE**

| | | | | | |
|---|---|---|---|---|---|
| 4. | 1 | LSUM | Slab, Footing, Paving & Wall Removal | | |
| _____ Dollars *(Dollars per unit written)* | | | | $_____ | $_____ |
| 5. | 1 | LSUM | Grading, Excavation & Backfill | | |
| _____ Dollars | | | | $_____ | $_____ |
| 6. | 1 | LSUM | Erosion Control & Permanent Stabilization | | |
| _____ Dollars | | | | $_____ | $_____ |

**ADD ALTERNATE BID SUBTOTAL (Sum of Items 4-6)**

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

**BID TOTAL (Sum of BASE BID and ADD ALTERNATE)**

_____ **Dollars** $_____

CITY OF SHAWNEE
CONTRACTOR'S PERFORMANCE RECORD

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

Submitted by_____,
A Corporation
A Co-partnership
An Individual

Principal Office

_____
(Address & Phone)

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

1. What projects has your organization now under way?

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

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

| Qnty | Item | Description, Size, Capacity, Etc. | Year of Service | Present Location |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD (CONT.)

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

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

Dated at _____, this_____day of_____, 20_____

By _____

Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this_____day of_____, 20____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

STATE OF OKLAHOMA )
)SS
COUNTY OF_____)

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

_____

Affiant further states that any such business relationship presently in effect of which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____

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

_____

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

_____
(Signature of Affiant)

Subscribed and sworn to before me this_____day of_____, 20____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
NON-COLLUSION BIDDING CERTIFICATION

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

STATE OF OKLAHOMA )
) SS
COUNTY_____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
   a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
   b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
   c. Any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

Certified this_____day of _____, 20____.

_____
(Signature)

_____ _____
(Print Name) (Position in the Company)

# STATUS VERIFICATION SYSTEM AFFIDAVIT

## CITY OF SHAWNEE

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

STATE OF OKLAHOMA )
) SS:
COUNTY OF_____)

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

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

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

FURTHER AFFIANT SAITH NOT.

_____
AFFIANT

Subscribed and sworn before me this__day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

My Commission Number:_____

# CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this_____, 2026, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

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

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

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

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

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

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

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

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

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

Approved as to form:

By:_____
Mayor – City of Shawnee Date

By: _____
An Individual – A Member of the Firm – Vice-President Date

_____
Secretary of Corporation

---

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
}SS.
COUNTY OF_____}

This instrument was acknowledged before me on_____, _____

_____
Notary Public

(SEAL)

My commission expires: _____

CITY OF SHAWNEE
CONTRACT AFFIDAVIT

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"
CITY OF SHAWNEE

STATE OF OKLAHOMA )
) SS
COUNTY_____)

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

1. (s)he is the duly authorized agent of_____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;

2. (s) he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and

3. neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

_____ _____
(Signature of Affiant) (Name & Title)

Subscribed and sworn to before this_____day of _____, 20___.

Notary Public _____

My Commission expires: _____

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"
CITY OF SHAWNEE

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

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

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes___No____

2. Did you bring material from out of state into Oklahoma? Yes___No__

3. Period of the contract: From_____To_____

4. Have you held previous contracts with the City of Shawnee? Yes___No__

5. FEI Number: _____

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

_____ _____
Name of Contractor Authorized Signature

Street Address SEAL

_____
City, State, Zip Code

---

For Official Use Only

Contractor is in Compliance? Yes___No____

_____ _____
OTC Signature Date

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

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

A. Change orders or addenda to public construction contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Department of Central Services, or the administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.

E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars ($40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the agency the authority to approve change orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars ($25,000.00) in expenditure and complies with the limits established by this section. The Administrator of the Division shall sign and execute all contracts and change orders.

G. The Transportation Commission may, by rule, authorize the Director of the Department of Transportation to approve change orders in an amount not to exceed Five Hundred Thousand Dollars ($500,000.00). Change orders approved by the Director shall be presented to the Transportation Commission during the next regular meeting and the reasons therefore recorded in the permanent records. The City of Shawnee may authorize the Director of the Authority to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00). Change orders approved by the Director of the Authority shall be presented to the

Authority during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the Department of Transportation or the Authority shall contain a unit price and total for each of the following items:

1. All materials with cost per item;

2. Itemization of all labor with number of hours per operation and cost per hour;

3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;

4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and

5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars ($10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

# PERFORMANCE BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

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

Street/P. O. Box _____ City,

State, Zip Code _____

Telephone (____)_____ as Principal, and

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

Street/P. O. Box _____, City,

State, Zip Code _____,

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____($_____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____day of_____, 20__.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

PROJECT: DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

COUNTY: POTTAWATOMIE

DESCRIPTION: Demolition and Clearing of 302 S BEARD

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

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

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

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

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

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

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

_____
Secretary of the Corporation

_____
PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

_____
SURETY

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

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

_____
Notary Public in and for the
State of_____

My Commission Expires:

_____
[SEAL]

# STATUTORY PAYMENT BOND

BOND NO.

KNOW ALL MEN BY THESE PRESENTS:

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

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (_____)_____, as Principal, and

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

Street/P. O. Box _____

City, State, Zip Code _____

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

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

DATED this_____day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

PROJECT: DEMOLITION AND CLEARING OF 302 S BEARD
"THE OLD MILL"

COUNTY: POTTAWATOMIE

DESCRIPTION: Demolition and Clearing of 302 S BEARD

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

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

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

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

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

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

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

_____
Secretary of the Corporation

_____
PRINCIPAL

By: _____
Individual/Proprietor/Partner/Authorized Officer

_____
SURETY

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

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

_____
Notary Public in and for the
State of_____

My Commission Expires:

_____
[SEAL]

APPENDIX A
EXISTING UTILITY INFORMATION
**CITY OF SHAWNEE, OKLAHOMA**
Demolition and Clearing of The OLD MILL
302 S. Beard Avenue
Shawnee, Oklahoma

## 1. PURPOSE

This appendix provides available information regarding existing utilities serving or adjacent to the project site. Utility information is provided for the convenience of bidders only and shall not be construed as a guarantee of the location, depth, size, condition, or status of any utility.

## 2. EXISTING UTILITIES

Known or suspected utilities at or adjacent to the site may include:

- Electrical Service
- Natural Gas Service
- Domestic Water Service
- Sanitary Sewer Service
- Storm Drainage
- Telephone
- Fiber Optic Communications
- Cable Television
- Private Industrial Utilities

## 3. CONTRACTOR RESPONSIBILITIES

The Contractor shall verify all existing utilities before beginning demolition. The Contractor shall contact Oklahoma One-Call (811) for utility locates, coordinate all required disconnects with the utility owners, and protect all utilities designated to remain.

## 4. REQUIRED UTILITY DISCONNECTS

Prior to demolition, the Contractor shall verify that electrical, natural gas, water, telecommunications, and any other active services have been properly disconnected or abandoned by the respective utility owner. No demolition shall begin until the City has authorized commencement of work.

## 5. PROTECTION OF UTILITIES TO REMAIN

Utilities identified to remain shall be protected throughout demolition. Any damage to public or private utilities caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the utility owner and the City.

## 6. UNKNOWN UTILITIES

If unknown utilities or underground structures are encountered, work in the affected area shall cease immediately. The Contractor shall notify the City and the appropriate utility owner before proceeding.

## 7. DISCLAIMER

Utility information provided by the City is believed to be reasonably accurate but is not guaranteed. The Contractor is solely responsible for verifying all utility locations and conditions prior to construction and shall include all costs associated with utility coordination in the bid.

## Utility Contacts (To Be Completed by City)

| | |
|---|---|
| Electric | |
| Natural Gas | |
| Water/Sewer | City of Shawnee |
| Telephone/Fiber | |
| Cable | |
| Oklahoma One-Call | 811 / okie811.org |

APPENDIX B
EXISTING SITE CONDITIONS
**CITY OF SHAWNEE, OKLAHOMA**
Demolition and Clearing of THE OLD MILL
302 S. Beard Avenue
Shawnee, Oklahoma

## 1. PURPOSE

This appendix provides information regarding the existing conditions observed at the project site prior to demolition. The information is provided for the convenience of prospective bidders and does not relieve the Contractor of the responsibility to inspect the site and verify all existing conditions before submitting a bid.

## 2. GENERAL SITE DESCRIPTION

The project consists of the demolition of the existing Old Feed Building located at 302 S. Beard Avenue, Shawnee, Oklahoma. The structure is a vacant multi-story industrial grain/feed processing facility consisting primarily of reinforced concrete construction, structural steel framing, brick masonry exterior walls, heavy timber roof framing, metal grain handling equipment, conveyor systems, interior processing equipment, and concrete floors and slabs. Only the above-grade structure shall be demolished. The existing slab, foundations, footings, and grade beams shall remain in place.

## 3. EXISTING BUILDING CONDITIONS

Based on City observations, the following conditions exist:

- Vacant building.
- Broken windows throughout.
- Open wall penetrations.
- Roof deterioration with multiple openings.
- Standing water in portions of the structure.
- Deteriorated heavy timber roof framing.
- Rusted structural steel and processing equipment.
- Vegetation surrounding portions of the structure.
- Existing rail tracks embedded in portions of the slab.
- Existing conveyors, grain handling systems, hoppers, bins, and processing equipment remain in place.
- Exterior silos, tanks, and related equipment remain attached to the structure.
- Evidence of long-term weather exposure and water intrusion.

## 4. CONTRACTOR SITE INVESTIGATION

Prior to submitting a bid, each bidder shall thoroughly inspect the site and become familiar with existing building conditions, utilities, access routes, demolition sequencing, material handling, grades, adjacent properties, and all other factors affecting the work. Failure to inspect the site shall not relieve the Contractor of any obligations under the Contract.

## 5. ACCESS CONDITIONS

Approved construction access shall be from S. Beard Avenue only. Access from the south side of the property is prohibited. Construction traffic shall utilize only the designated access route shown on the Demolition Site Plan.

## 6. STRUCTURES TO REMAIN

The existing concrete slab, foundations, footings, grade beams, underground utilities designated to remain, adjacent streets, sidewalks, and public infrastructure outside the demolition limits shall remain and shall be protected by the Contractor.

## 7. DEMOLITION CONDITIONS

The Contractor shall remove all above-grade structures, structural steel, masonry walls, roof systems, interior partitions, mechanical, electrical and plumbing equipment, grain handling equipment, conveyors, attached exterior structures, tanks, and all debris. Exposed piping above the slab shall be removed. Plumbing penetrations, grain pipes, trenches, sleeves, pits, and floor drains shall be sealed and filled flush with approved concrete or flowable fill.

## 8. ENVIRONMENTAL CONDITIONS

The Contractor shall comply with all applicable federal, state, and local environmental regulations. If suspect hazardous materials or unknown environmental conditions are encountered, work in the affected area shall stop immediately and the City shall be notified.

## 9. PHOTOGRAPHIC DOCUMENTATION

Appendix D contains photographs documenting existing site conditions prior to demolition. These photographs are provided for reference only and do not relieve the Contractor of verifying field conditions.

## 10. DISCLAIMER

The information in this appendix is based on observations made by the City and is believed to be reasonably accurate; however, no warranty is expressed or implied. The Contractor is solely responsible for verifying all existing conditions prior to commencing work.

APPENDIX C

# PRE-DEMOLITION ASBESTOS INSPECTION REPORT

**Old Feed Building**
**302 S. Beard Avenue**
**Shawnee, Oklahoma**

## Appendix Description

This appendix contains the City's pre-demolition asbestos inspection report prepared for the Old Feed Building at 302 S. Beard Avenue, Shawnee, Oklahoma. The inspection was completed to satisfy EPA NESHAP pre-demolition inspection requirements and includes the inspection narrative, laboratory analysis, sample results, and supporting documentation.

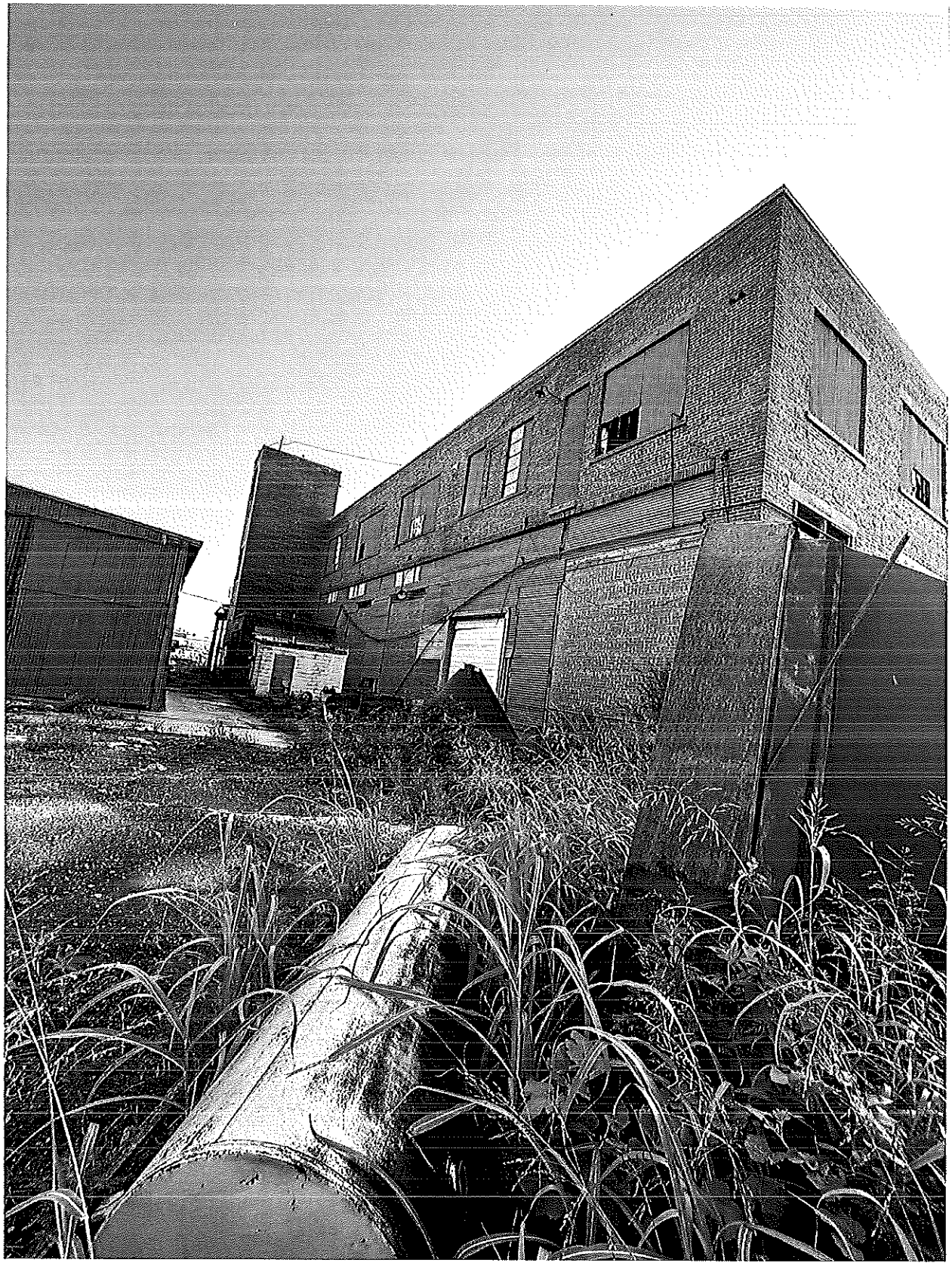
## Bidder Notice

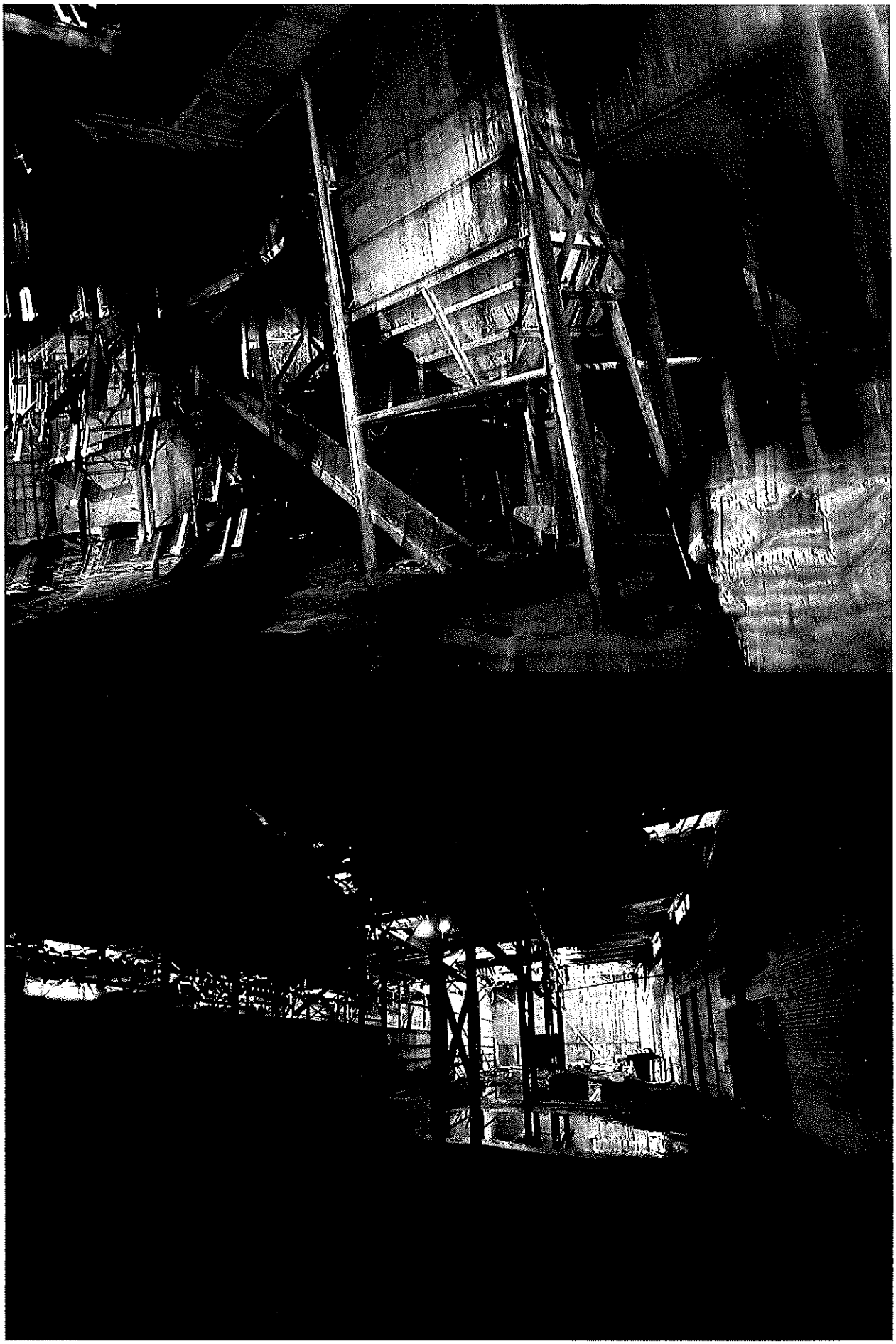
- This report is provided for bidder information.
- Contractors shall review the report before submitting a bid.
- Contractors shall comply with all applicable EPA, OSHA, ODEQ, and other regulatory requirements.
- If suspect asbestos-containing material not identified in this report is encountered during demolition, work shall stop in the affected area until the material is properly evaluated.
- Insert the complete asbestos inspection report immediately following this divider page.

See Attached Asbestos Inspection Report (17 Pages)

APPENDIX D
SITE PHOTOGRAPHS
**CITY OF SHAWNEE, OKLAHOMA**
Demolition and Clearing of THE OLD MILL
302 S. Beard Avenue
Shawnee, Oklahoma

These photographs are provided for reference only to depict existing site conditions prior to demolition. Contractors shall verify existing conditions during the mandatory pre-bid site visit and shall not rely solely upon these photographs.





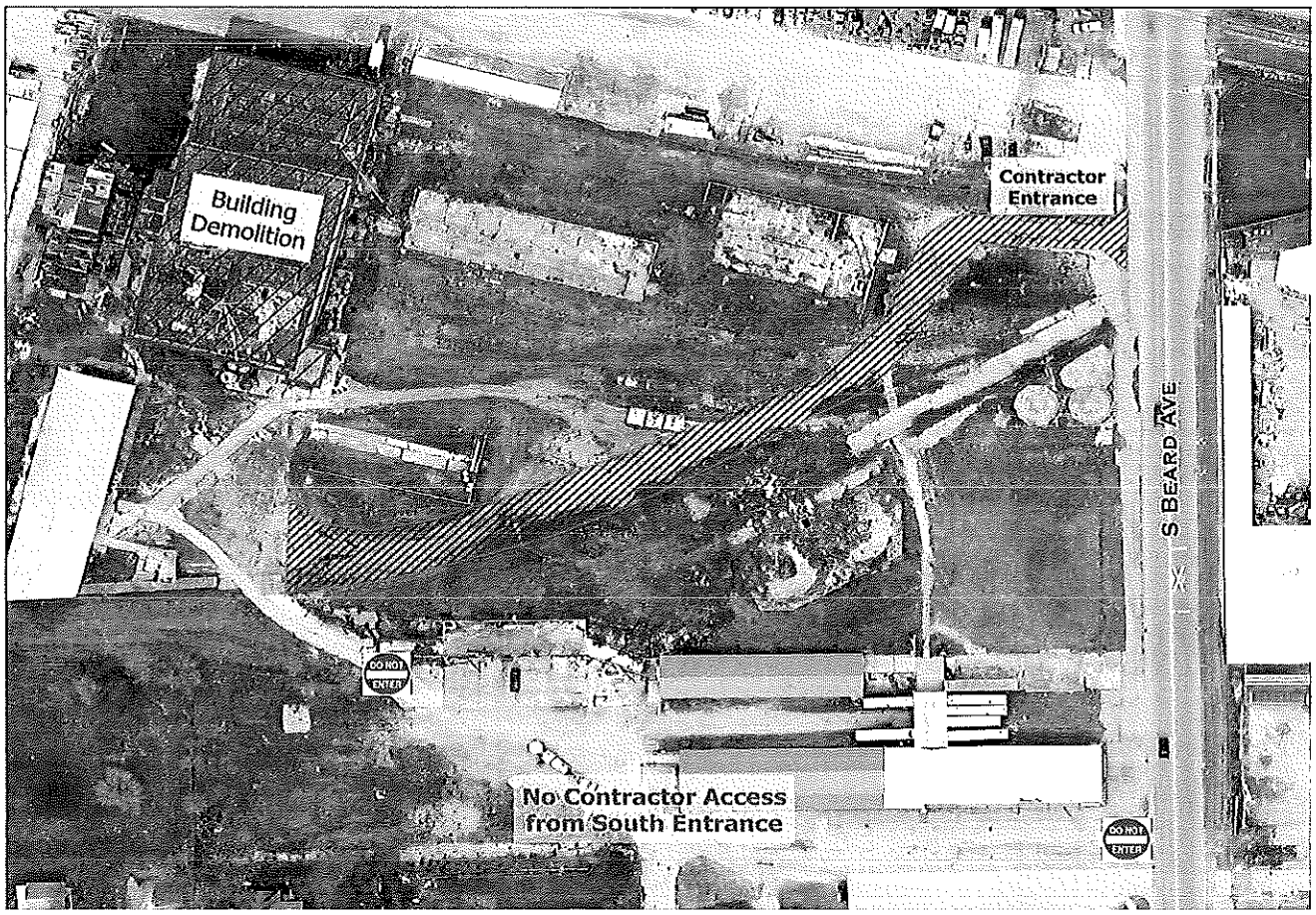
APPENDIX E
DEMOLITION SITE PLAN
**CITY OF SHAWNEE, OKLAHOMA**
Demolition and Clearing of THE OLD MILL
302 S. Beard Avenue
Shawnee, Oklahoma

## Project Description

The project consists of the demolition and removal of the above-grade portions of the existing Old Feed Building located at 302 S. Beard Avenue, Shawnee, Oklahoma. The existing concrete slab, foundations, footings, and grade beams shall remain in place and shall not be removed. All exposed utility piping above the slab shall be removed. Plumbing penetrations, grain pipes, trenches, sleeves, pits, and floor drains shall be permanently sealed and filled flush with approved concrete or flowable fill. All demolition debris shall be removed from the site and disposed of at an approved disposal facility. Upon completion, the site shall be left clean, safe, and ready for future development.

## Site Access Requirements

- Contractor access shall be from S. Beard Avenue only.
- Access through the south entrance is strictly prohibited.
- The designated contractor entrance shown on the Site Plan shall be used for all personnel, equipment, hauling, and deliveries.
- Construction traffic shall remain within the designated access route.
- Public streets and sidewalks shall be kept free of mud, dust, and demolition debris.
- Any damage to City streets, sidewalks, curbs, utilities, or adjacent improvements caused by the Contractor shall be repaired at the Contractor's expense.
- Temporary traffic control shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD).
- Emergency vehicle access shall be maintained at all times.
- Demolition operations shall remain within the approved demolition limits.



City of Shawnee
OKLAHOMA

**Code Enforcement**

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

March 11th, 2026

Re: Asbestos Report for 302 S Beard Shawnee, Ok. 74801 (Feed packaging & storage facility)

An asbestos inspection was performed by a licensed AHERA inspector (Warren Ingersoll Lic#403231) on March 4th, 2026, for suspect Asbestos Containing Materials (ACM) located throughout the building identified as 302 S Beard (Feed packaging & storage facility) in Shawnee, Oklahoma. This inspection was conducted to meet requirements of 40 CFR Part 61, the National Emissions Standards for Hazardous Air Pollutants (NESHAP) for the purpose of demolition.

Suspect ACM was grouped into homogeneous sampling areas, which were further classified as either surfacing (SM), thermal (TSI), OR miscellaneous materials (MM). TSI consists of insulating materials, mastics or sealants used to reduce heat loss or gain on mechanical systems such as piping, ducts, air handlers, boilers, flues, heat exchangers, etc. SM includes materials applied to surfaces other than mechanical systems for purposes such as fireproofing, acoustical insulation and aesthetic finishes. These are regulated friable materials that if disturbed or if the structure is demolished must first be removed by a state licensed asbestos abatement contractor. Miscellaneous Materials are all other materials not included in the other two categories, and include materials such as floor tiles, adhesives, gaskets, caulking compounds and asbestos-cement piping/panels.

Two homogeneous areas of suspect ACM were identified, and eighteen (18) bulk samples were collected. Light demolitions procedures were done during this inspection. Multiple layer samples were separated at the lab for individual analysis. The samples were analyzed for asbestos type and quantity utilizing polarized light microscopy (PLM). Asbestos inspection criteria include category I & II non-friable as well as for regulated asbestos containing materials (RACM) AS DEFINED UNDER 40 CFR 61 Subpart M(NESHAP). Inspection criteria also meets the requirements for rebutting the Presumed Asbestos-Containing Material (PACM) designation cited in 29 CFR 1926. 1101. Pace Laboratories conducted the sample analysis. Pace Laboratories is accredited by the National Institute of Standards and Technology (NIST) Under the National Voluntary Laboratory Accreditation Program (NVLAP).

**OBSERVATONS:**

The structure is an unoccupied two-story building. Construction is made of iron post & beam with sheet metal and brick walls. Second story is made of wood beam floor joists. Flooring is made up of concrete foundation. The building consists of second story on South end of structure. Walls on second story are covered in a plaster finish. Ceilings on second story are covered in a plaster finish. Remaining ceilings are open steel/wood framing. Piping identified was metal galvanized with no thermal insulation.

**Suspected materials sampled:**

- Wall Texture plaster finish
- Ceiling plaster finish

**Notable findings are as follows:**

Friable asbestos containing material were not present in samples collected and analyzed.

Prior to any planned renovation or demolition of a building that contains friable ACBM or ACBM that would become friable during these activities, an Oklahoma-licensed asbestos contractor must first remove the ACBM that would be disturbed. Contractors must be informed of the results of this survey as part of the demolition or renovation process.

Non-friable asbestos containing material are present in presumed asbestos containing material (PACM).

- Suspect asphalt/tar roofing Materials.

Roofing materials were not tested. These materials were inspected but not sampled because they are non-suspect or category 1 non-friable materials that are in fair condition and the structure is scheduled for demolition. Structures containing category 1 non-friable asbestos materials in good condition may be demolished with these materials in place.

Amounts are an estimate, Bidders are responsible for their own calculations and estimates of quantities.

Table 1 (attached) summarizes all data and is sorted by homogeneous sampling area. (For clarity, homogenous sampling areas are separated by bold lines in table). Each sample is identified by a ten-digit code which is broken into three segments: the first six digits are the year, month, and day of collection, the next two digits are the homogenous sampling area number; and the last two digits are sequential sample numbers within the homogenous sampling area. Sampling protocol requires that if any one sample from a homogenous area test positive for asbestos, the entire homogenous area must be treated as ACM.

Homogenous Area is defined as "an area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture".

Bidders are responsible for their own calculations and estimates of quantities. Actual quantities may be more or less than indicated. Though every effort was made to examine wall cavities and other areas for pipe insulation, spray-applied or trowel applied surfacing material or other miscellaneous materials and other Presumed Asbestos Containing Material (PACM). This survey and report only deal with accessible areas of the building. There may be additional inaccessible areas above the ceiling, behind walls, below floors, and in areas that were not accessible because of other physical barriers, occupancy, or structural damage that became evident during demolition or renovation activities. If suspect materials are found, additional asbestos testing may be required.

If you have any questions concerning this report, please feel free to contact me at 405-878-1602.

Sincerely,

Warren Ingersoll

City of Shawnee

Asbestos Inspector

405-878-1602

**Table 1**

| Sample Numbers | | | Type | Friab. | Description | Location | % | Type |
|---|---|---|---|---|---|---|---|---|
| 260304 | 01 | 01/1-1/09 | M | F | Ceiling Plaster | Production/bagging area<br>2nd floor | ND | NA |
| 260304 | 02 | 02/10-2/18 | M | F | Wall Plaster | Production/bagging area<br>2nd floor | ND | NA |

# Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID: 502196
Account Number: 69-000321

Client: City of Shawnee
16 W9th St.
Shawnee, OK 74801

Date Received: 03/04/2026
Received By: Amanda Bass
Date Analyzed: 03/10/2026
Analyzed By: Cassie Sanborn
Methodology: EPA/600/R-93/116

Project: Feed Production Bldg.
Project Location: 302 S. Beard
Project Number: N/A

| Pace Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|---|---|---|---|---|---|---|
| 001 | 1-1 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum Paint |
| 001a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 002 | 1-2 | Homogeneous | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 003 | 1-3 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |
| 003a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 004 | 1-4 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |
| 004a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis. Pace Analytical is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; and EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory. If submitted samples are inhomogeneous in nature, then subsamples of the components will be analyzed separately. Samples determined to contain asbestos fibers, will have the following acceptable error ranges (1% = 0-3%, 5% = 1-9%, 10% = 5-15%, 20% = 10-30%, 50% = 40-60%, etc.) as specified per EPA Method 600/R-93/116, Table 2-1.

# Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID: 502196
Account Number: 69-000321

Client: City of Shawnee
16 W9th St.
Shawnee, OK 74801

Date Received: 03/04/2026
Received By: Amanda Bass
Date Analyzed: 03/10/2026
Analyzed By: Cassie Sanborn
Methodology: EPA/600/R-93/116

Project: Feed Production Bldg.
Project Location: 302 S. Beard
Project Number: N/A

| Pace Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|---|---|---|---|---|---|---|
| 005 | 1-5 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |
| 005a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 006 | 1-6 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum Paint |
| 006a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 007 | 1-7 | Homogeneous | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 008 | 1-8 | Homogeneous | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 009 | 1-9 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |

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# Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID 502196
Account Number: 69-000321

Client: City of Shawnee
16 W9th St.
Shawnee, OK 74801

Date Received: 03/04/2026
Received By: Amanda Bass
Date Analyzed: 03/10/2026
Analyzed By: Cassie Sanborn
Methodology: EPA/600/R-93/116

Project: Feed Production Bldg.
Project Location: 302 S. Beard
Project Number: N/A

| Pace Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | | Non Fibrous |
|---|---|---|---|---|---|---|---|
| 009a | | Layered | Gray Plaster | Asbestos Not Present | Hair | <1 | Gypsum Sand |
| 010 | 2-10 | Homogeneous | Gray Plaster | Asbestos Not Present | Hair | <1 | Gypsum Sand |
| 011 | 2-11 | Layered | White Skim Coat | Asbestos Not Present | NA | | CaCO3 Gypsum Paint |
| 011a | | Layered | Gray Plaster | Asbestos Not Present | Hair | <1 | Gypsum Sand |
| 012 | 2-12 | Layered | White Skim Coat | Asbestos Not Present | NA | | CaCO3 Gypsum Paint |
| 012a | | Layered | Gray Plaster | Asbestos Not Present | Hair | <1 | Gypsum Sand |
| 013 | 2-13 | Layered | White Skim Coat | Asbestos Not Present | NA | | CaCO3 Gypsum Paint |

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# Polarized Light Microscopy Asbestos Analysis Report

Pace Set ID 502196
Account Number: 69-000321

Client: City of Shawnee
16 W9th St.
Shawnee, OK 74801

Date Received: 03/04/2026
Received By: Amanda Bass
Date Analyzed: 03/10/2026
Analyzed By: Cassie Sanborn
Methodology: EPA/600/R-93/116

Project: Feed Production Bldg.
Project Location: 302 S. Beard
Project Number: N/A

| Pace Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|---|---|---|---|---|---|---|
| 013a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 014 | 2-14 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |
| 014a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 015 | 2-15 | Homogeneous | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 016 | 2-16 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum Paint |
| 016a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 017 | 2-17 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |

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# Polarized Light Microscopy Asbestos Analysis Report

| | | | |
|---|---|---|---|
| Pace Set ID | 502196 | Client: | City of Shawnee<br>16 W9th St.<br>Shawnee, OK 74801 |
| Account Number: | 69-000321 | | |
| Date Received: | 03/04/2026 | | |
| Received By: | Amanda Bass | | |
| Date Analyzed: | 03/10/2026 | Project: | Feed Production Bldg. |
| Analyzed By: | Cassie Sanborn | Project Location: | 302 S. Beard |
| Methodology: | EPA/600/R-93/116 | Project Number: | N/A |

| Pace Sample ID | Client Sample ID | Composition | Color / Description | Asbestos (%) | Non-Asbestos Fiber (%) | Non Fibrous |
|---|---|---|---|---|---|---|
| 017a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |
| 018 | 2-18 | Layered | White Skim Coat | Asbestos Not Present | NA | CaCO3 Gypsum |
| 018a | | Layered | Gray Plaster | Asbestos Not Present | Hair <1 | Gypsum Sand |

Cassie Sanborn

Cassie Sanborn, Laboratory Analyst

3/10/2026

Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis. Pace Analytical is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA—40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples; and EPA/600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials. This report may not be used to claim product endorsement by NVLAP or any agency of the US Government. This report may not be reproduced except in full, without the written approval of the laboratory. If submitted samples are inhomogeneous in nature, then subsamples of the components will be analyzed separately. Samples determined to contain asbestos fibers, will have the following acceptable error ranges (1% = 0-3%, 5% = 1-9%, 10% = 5-15%, 20% = 10-30%, 50% = 40-60%, etc.) as specified per EPA Method 600/R-93/116, Table 2-1.

# ASBESTOS CHAIN OF CUSTODY

Pace
www.pacelabs.com
7021 W Wilshire Blvd., Suite B, Oklahoma City, OK 73132
(800) 822-1650 • (405) 755-7272



**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. 502196
Accept Reject

| Contact Information | | Project Information | Report Results (☑ one box) |
|---|---|---|---|
| Company: City of Shawnee | Phone: 405-878-1602 | Project Name: Feed Production Bldg. | ☐ QuanTEM Website |
| Contact: Warren Ingersoll | Cell Phone: 405-760-7593 | Project Location: 302 S. Beard | ☐ Email ____ |
| Account #: | wingersoll@shawneeok.org | Project ID: | ☐ Other ____ |
| SAMPLED BY: Name: Warren Ingersoll | Date: 3-3-26 | P.O. Number: | |

| RELINQUISHED BY | DATE & TIME | VIA | RECEIVED BY | DATE & TIME |
|---|---|---|---|---|
| [signature] | 3-4-26 2:20 | Hand | [signature] | 3/4/26 2:20 |
| | | | | |

**REQUESTED SERVICES (Please ☑ the Appropriate Boxes)**

| PLM | PLM | TEM | TEM | TURNAROUND TIME |
|---|---|---|---|---|
| ☒ Bulk Analysis ** | ☐ Vermiculite Attic Insulation (EPA 600/R-04/004) | ☐ Air- AHERA | ☐ Bulk- Presence / Absence EPA600/R-93/116 | ☐ Rush |
| ☐ 400 Point Count | ☐ Other | ☐ Air- NIOSH 7402 | ☐ Bulk- Quantitative [weight%]- Chatfield | ☐ Same Day |
| ☐ 1000 Point Count | PCM | ☐ Air- ISO 10312 | ☐ Dust- Presence / Absence | ☐ 24 - Hour |
| ☐ Gravimetric Preparation | ☐ NIOSH 7400 | ☐ Drinking Water- EPA 100.2 | ☐ Dust- Quantitative [fibers/sq.cm]- ASTM D5755 | ☐ 3 - Day |
| ☐ Particle ID | | ☐ Waste Water- EPA 600/4-83-043 | ☐ Other | ☒ 5 - Day |

| No. | Sample ID (10 Characters Max) | ☑ To Be Analyzed | Color | Description | Volume / Area (as applicable) | Comments / Notes |
|---|---|---|---|---|---|---|
| 1-9 1 | 1-1 to 1-9 | ☒ | wht/gry | Plaster | 7200 +/- sqft | Ceiling |
| 10-18 2 | 2-10 to 2-18 | ☒ | wht/gry | Plaster | 5760 +/- sqft | Walls |
| 3 | | ☐ | | | | |
| 4 | | ☐ | | | | |
| 5 | | ☐ | | | | |
| 6 | | ☐ | | | | |
| 7 | | ☐ | | | | |
| 8 | | ☐ | | | | |
| 9 | | ☐ | | | | |
| 10 | | ☐ | | | | |

SATURDAY **FEDEX** SAMPLE DELIVERY - CALL TO SCHEDULE • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • Mark Package "Hold for Saturday Pickup" Please Note - UPS and USPS are **NOT** available for Saturday **PLM Bulk Analysis (EPA 40-CFR Appendix E to Subpart E of Part 763 and EPA 600/R-93/116 Methods)

# Demolition and clearing of 302 S Beard

**CITY OF SHAWNEE OKLAHOMA**

**DATE:** 08.11.2026

| | | | | 1 | | 2 | | 3 | | 4 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **BASE BID PAY ITEMS** | | | | **MIDWEST WRECKING CO.** | | **ARBOR TRANSPORT & CONST** | | **BJ'S OILFIELD CONSTRUCTION** | | **TOTAL DEMOLITION SERVICE** | |
| **ITEM** | **DESCRIPTION** | **UNIT** | **QUANTITY** | **UNIT COST** | **TOTAL COST** | **UNIT COST** | **TOTAL COST** | **UNIT COST** | **TOTAL COST** | **UNIT COST** | **TOTAL COST** |
| 1 | Base Bid - Mobilization (SP) | LSUM | 1 | $ 1,200.00 | $ 1,200.00 | $ 1,000.00 | $ 1,000.00 | $ 50,000.00 | $ 50,000.00 | $ 1,800.00 | $ 1,800.00 |
| 2 | Base Bid - Asbestos Remediation | LSUM | 1 | $ - | $ - | $ - | $ - | 1 | 1 | $ - | $ - |
| 3 | Base Bid - Building Demolition & Debris Removal | LSUM | 1 | $ 92,010.00 | $ 92,010.00 | $ 100,000.00 | $ 100,000.00 | $ 200,000.00 | $ 200,000.00 | $ 377,878.00 | $ 377,878.00 |
| **TOTAL BASE BID ITEMS** | | | | | **$ 93,210.00** | | **101,000.00** | | **$ 250,001.00** | | **$ 379,678.00** |
| 4 | Add Alternate - Slab, Footing, Paving & Wall Removal | LSUM | 1 | $ 69,090.00 | $ 69,090.00 | $ 50,000.00 | $ 50,000.00 | $ 490,000.00 | $ 490,000.00 | $ 62,100.00 | $ 62,100.00 |
| 5 | Add Alternate - Grading, Excavation & Backfill | LSUM | 1 | $ 6,240.00 | $ 6,240.00 | $ 5,000.00 | $ 5,000.00 | $ 50,000.00 | $ 50,000.00 | $ 88,333.00 | $ 88,333.00 |
| 6 | Add Alternate - Erosion Control & Permanent Stabilization | LSUM | 1 | $ 2,000.00 | $ 2,000.00 | $ - | $ - | $ 10,000.00 | $ 10,000.00 | $ 24,500.00 | $ 24,500.00 |
| **TOTAL ADD ALTERNATE BID ITEMS** | | | | | **$ 77,330.00** | | **55,000.00** | | **$ 550,000.00** | | **$ 174,933.00** |

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

**Date:** August 17, 2026

**To:** Mayor and City Commission

**From:** Kimberly Hoover, Finance Director

**Sponsor:** Kimberly Hoover, Finance Director

**Subject:** August Sales and Use Tax Deposit

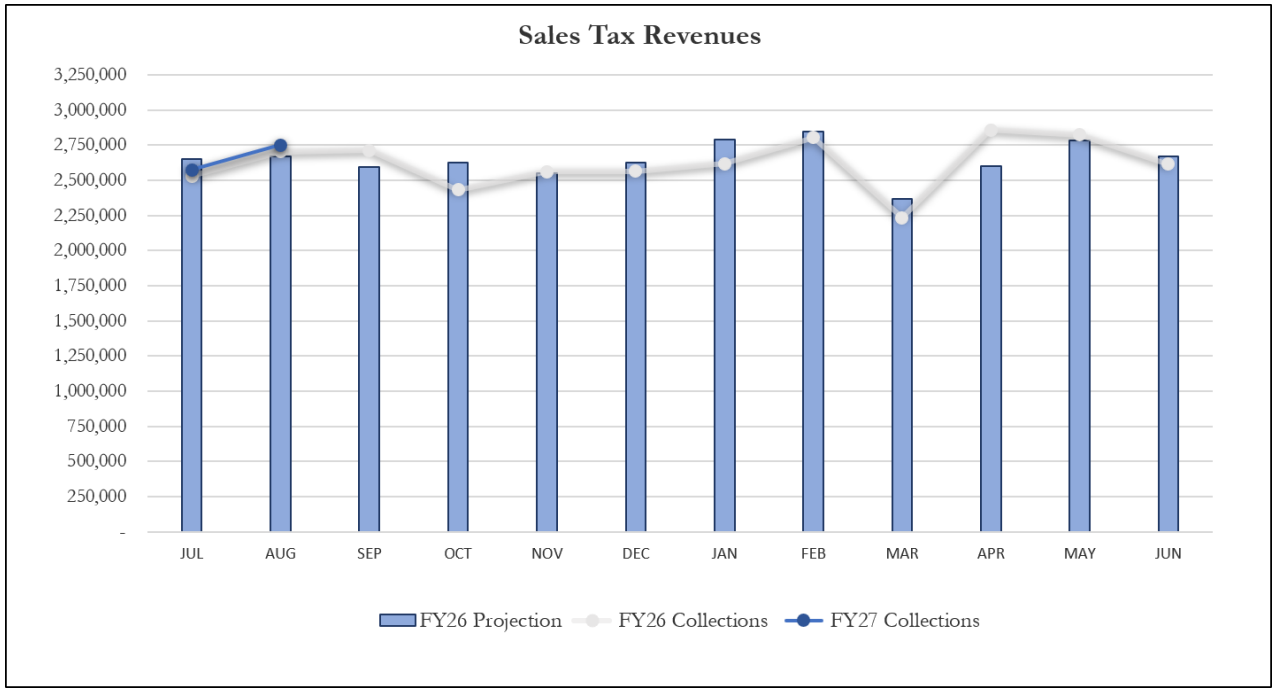
**Background:** The Oklahoma Tax Commission (the "OTC") collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding $2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in August consist of July estimates and June final reported collections. Any taxes collected for months prior to March will include late penalties and interest accrued.

- Sales Tax Collection Allocated by Fund – The August tax deposit was $2,750,725.63 including interest of $5,129.42, to be allocated as follows:

| Fund | Allocation |
|---|---|
| General Fund | $ 1,375,362.82 |
| 2018 Capital Improvements Fund | 343,840.70 |
| Capital Improvements Fund | 266,476.55 |
| Street Improvements Fund | 300,860.62 |
| Economic Development Fund | 34,384.07 |
| Police Sales Tax Fund | 42,980.09 |
| Fire Sales Tax Fund | 42,980.09 |
| 2023 Capital Improvements Fund | 343,840.70 |
| Total Sales Taxes Collected | $ 2,750,725.63 |

- Finance Department Report - Sales and use tax collections totaled $3,334,187.86 for August 2026. Sales tax projections are based on an average for the most recent three years of sales tax history. For the year, sales tax collections are up $55,400 or 1.05%, above the projected budget year-to-date, across 8 funds. Use tax collections are up $234,085 or 29.88% above the projected budget year-to-date.

    - Fiscal Year 2027 Sales Tax Collections and Performance:

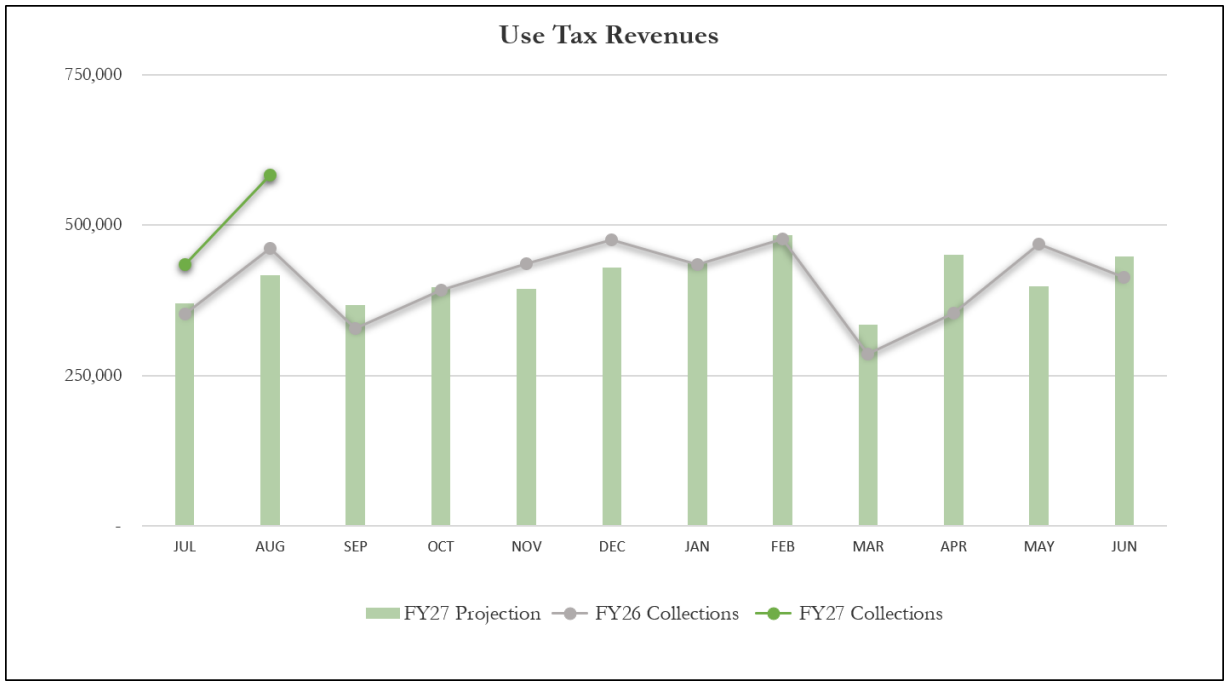



| | Projected Budget | Actual | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Sales Tax Receipts - August 2026** | $ 2,670,275 | $ 2,750,726 | $ 80,450 | 3.01% |
| **Sales Tax Receipts (year-to-date):** | $ 5,267,441 | $ 5,322,841 | $ 55,400 | 1.05% |

| | August 2025 | August 2026 | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Sales Tax Receipts (vs Prior Year):** | $ 2,703,874 | $ 2,750,726 | $ 46,852 | 1.73% |

| | Year To Date FY 2026 | Year To Date FY 2027 | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Sales Tax Receipts (vs Prior Year):** | $ 5,233,002 | $ 5,322,841 | $ 89,839 | 1.72% |

- Fiscal Year 2027 Use Tax Collections and Performance:



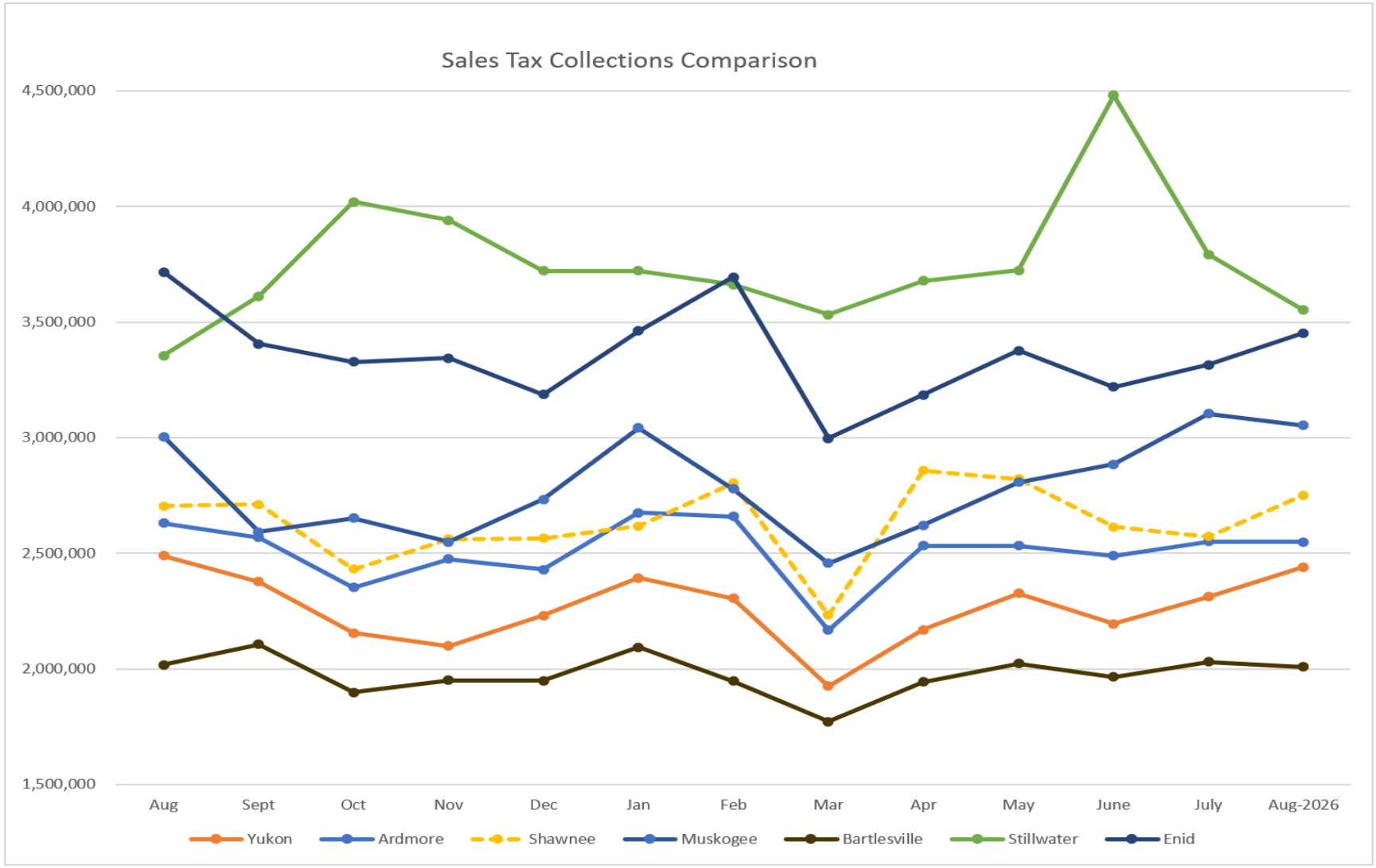

| | Projected Budget | Actual | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Use Tax Receipts - August 2026** | $ 416,241 | $ 583,462 | $ 167,221 | 40.17% |
| **Uses Tax Receipts (year-to-date):** | $ 783,467 | $ 1,017,552 | $ 234,085 | 29.88% |

| | August 2025 | August 2026 | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Use Tax Receipts (vs Prior Year):** | $ 322,098 | $ 468,207 | $ 146,109 | 45.36% |

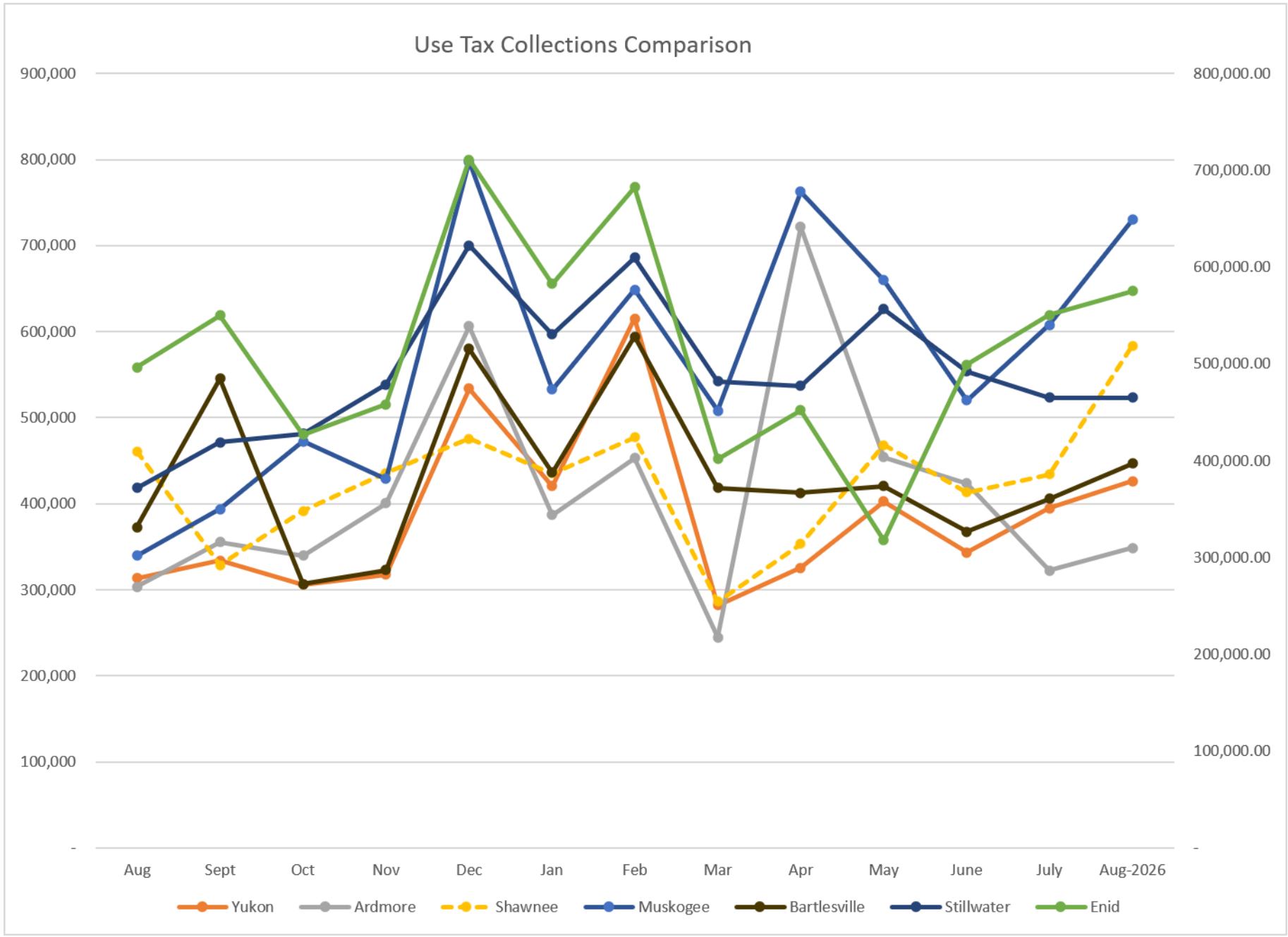
| | Year To Date FY 2026 | Year To Date FY 2027 | Amount Variance | Percentage Variance |
|---|---|---|---|---|
| **Use Tax Receipts (vs Prior Year):** | $ 812,773 | $ 1,017,552 | $ 204,779 | 25.20% |

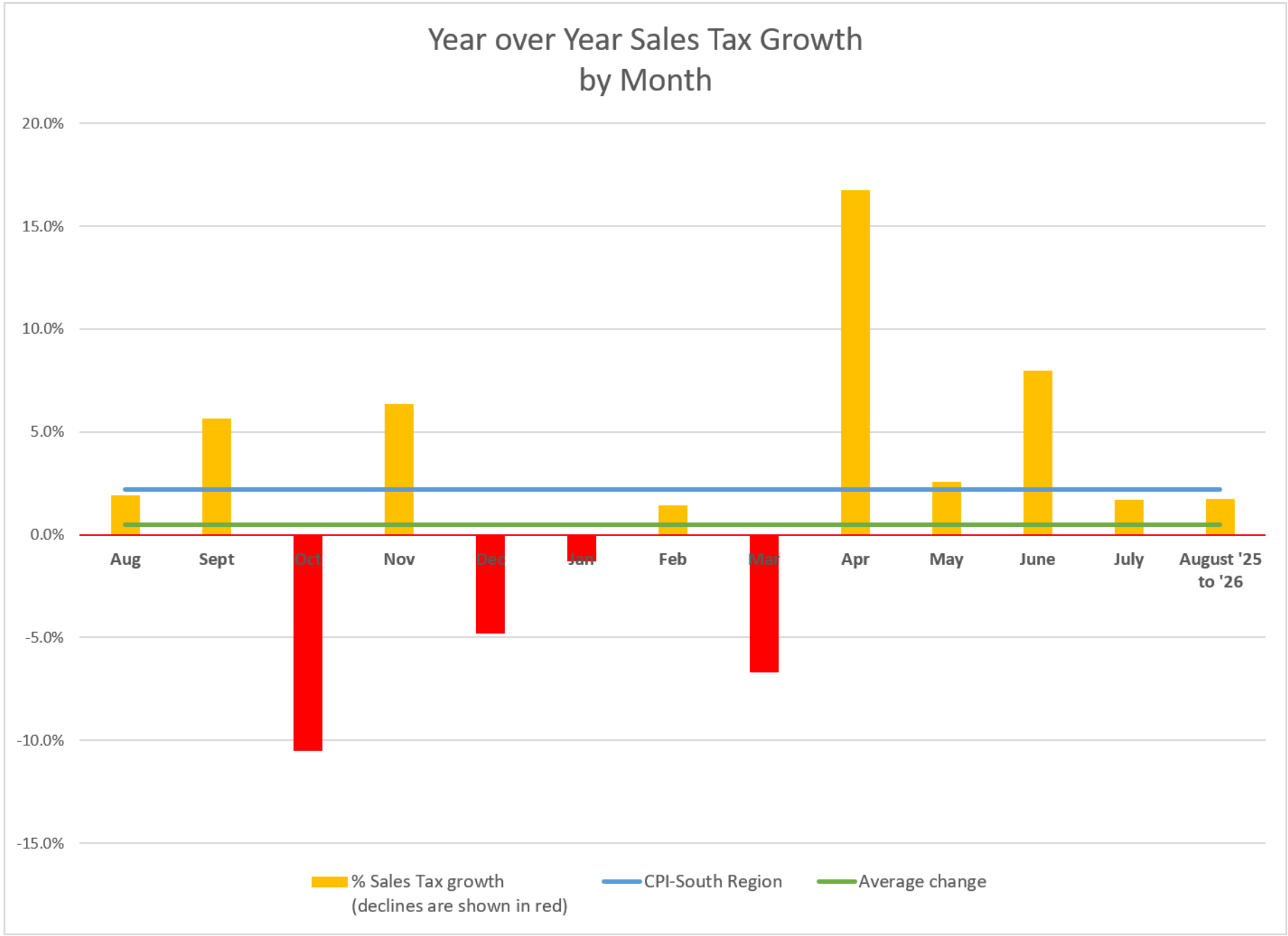
- Fiscal Year 2027 – General Fund
- Sales & Use Tax – Above Projections:

| **General Fund Projections (year-to-date)** | | |
|---|---|---|
| **Sales Tax Above/(Below) Projections:** | $ | 53,980 |
| **Use Tax Above/(Below) Projections:** | $ | 167,221 |
| | | |
| **Appropriated:** | | |
| | | |
| **Total Appropriated** | $ | - |
| | | |
| **Total Unappropriated:** | $ | 221,201 |




| | Yukon | Ardmore | **Shawnee** | Muskogee | Bartlesville | Stillwater | Enid |
|---|---|---|---|---|---|---|---|
| **Population** | 23,630 | 24,725 | **31,377** | 36,878 | 37,290 | 48,394 | 51,308 |
| **City Tax Rate** | 4.00% | 3.75% | **4.00%** | 4.00% | 3.40% | 3.63% | 4.25% |
| **State Rank by Total Collections (Prior Year)** | 14 | 13 | **15** | 12 | 16 | 11 | 10 |


Use Tax Collections Comparison
900,000
800,000
700,000
600,000
500,000
400,000
300,000
200,000
100,000
-
800,000.00
700,000.00
600,000.00
500,000.00
400,000.00
300,000.00
200,000.00
100,000.00
-
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
Aug-2026
Yukon
Ardmore
Shawnee
Muskogee
Bartlesville
Stillwater
Enid


Year over Year Sales Tax Growth
by Month
20.0%
15.0%
10.0%
5.0%
0.0%
-5.0%
-10.0%
-15.0%
Aug
Sept
Oct
Nov
Dec
Jan
Feb
Mar
Apr
May
June
July
August '25 to '26
% Sales Tax growth (declines are shown in red)
CPI-South Region
Average change

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Joe Vorndran, City Attorney

**Sponsor:** Joe Vorndran, City Attorney

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

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

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** Approval of item.

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Joe Vorndran, City Attorney

**Sponsor:** Joe Vorndran, City Attorney

**Subject:** Consideration to enter into an executive session for discussion in accordance with 25 O.S. §307B(3), discussing the sale, purchase, lease, acquisition, or appraisal of real property by the public body.

**Background:** Staff is requesting to enter into executive session to discuss the sale, purchase, lease, acquisition, or appraisal of real property.

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** Approval of item.

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Joe Vorndran, City Attorney

**Sponsor:** Joe Vorndran, City Attorney

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

**Background:** If needed, Staff is requesting to discuss matters from executive session regarding a pending investigation.

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** None.

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

**Date:** August 17, 2026

**To:** Board of City Commissioners

**From:** Joe Vorndran, City Attorney

**Sponsor:** Joe Vorndran, City Attorney

**Subject:** Consideration of matters discussed in executive session for discussion in accordance with 25 O.S. §307B(3), discussing the sale, purchase, lease, acquisition, or appraisal of real property by the public body.

**Background:** If needed, Staff is requesting to discuss matters from executive session regarding the sale, purchase, lease, acquisition, or appraisal of real property.

**Financial Impact:** None.

**Attachments:**

**Staff Recommendation:** None.