

AGENDA
BOARD OF CITY COMMISSIONERS
November 21, 2022 AT 6:00 P.M.
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)
2. Consider approval of Consent Agenda:
 - a. Minutes from the November 7, 2022 regular meeting.
 - b. Acknowledge the following reports:
 - License Payment Report for October 2022
 - Project Payment Report for October 2022
 - c. Mayor's Appointments:
Shawnee Urban Renewal Authority
William Burke 1st Partial Term Expires: February 2, 2024
Replaces Audra Barksdale – Resigned
 - d. Acceptance of public improvements for Cammack Street Gravity Relief Lines and place maintenance bonds into effect.
 - e. Acknowledge the sale of surplus items.
3. Presentation by Animal Control to present the Pet of the Week.

4. Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.
5. Consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Highway Illumination along US-270B (Kickapoo Widening).
6. Consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Multiple Traffic Signals along US-270B (Kickapoo Widening).
7. Presentation of American Rescue Plan Act (ARPA) Projects.
8. Consideration of an Agreement between the City of Shawnee and Cowan Group Engineering, LLC for Engineering Services.
9. Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Water System Improvements along Mark Street, Center Avenue, Independence Avenue, and Kiowa Street.
10. Consideration of a resolution of the City of Shawnee Authorizing the application for American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.
11. Consideration of a Final Plat for Belmont Park Addition, Phase 2, on approximately 8.79 acres north of West MacArthur Street and east of Acme Road. Case No. FPL05-22, Applicant: J. Bentley Investments, LLC, represented by Grubbs Consulting, LLC.
12. Public hearing and consideration of an ordinance to rezone property located at 4731 North Union Avenue, containing approximately 16.25 acres, from A-1 (Rural Agriculture District) to R-3 (Multifamily Residential District) with a PUD (Planned Unit Development). Case No. PUD02-22, Applicant: David M. Box representing Donna Parmer.
13. Consideration of a budget amendment for Fiscal Year 2022 – 2023 for Fund 303 2018 Capital Improvement Fund to fund construction costs for Woodland Veterans Park.
14. Acknowledge monthly Sales Tax Report.
15. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
16. Commissioners Comments
17. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 11/21/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 7, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
NOVEMBER 7, 2022 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, November 7, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 7:07 p.m. on November 3, 2022. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Absent
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Cami Engles

INVOCATION

Ms. Lexi Large
Fellowship of Christian Athletes

FLAG SALUTE

AGENDA ITEM NO. 1:

Recognition of Lt. George Stafford graduation from the 283rd Session of the Federal Bureau of Investigation (FBI) National Academy.

Mayor Bolt presented a Certificate of Recognition to Lieutenant George Stafford, Shawnee Police Department.

AGENDA ITEM NO. 2:

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

Ms. Theresa Cody gave her time to speak to Mr. Rob Morris. Mr. Rob Morris and Mr. Rick Young spoke during Citizens Participation.

AGENDA ITEM NO. 3:

Consider approval of Consent Agenda:

- a. Minutes from the October 17, 2022 regular meeting.

- b. Acknowledge the following minutes and reports:
- Shawnee Urban Renewal Authority Minutes from the August 2, 2022 regular meeting.
- c. Authorize a right-of-way easement to be given to Canadian Valley Electric Cooperative, Inc. to serve an existing City Lake Lot Lease at the Shawnee Twin Lakes.
- d. Acknowledge the resignation of Audra Barksdale from the Shawnee Urban Renewal Authority.
- e. Mayor's Appointments:

Shawnee Arts and Cultural Commission

Delaynna Trim 1st Partial Term Expires: May 1, 2023
Replaces Tera Leigh – Resigned

Planning Commission

Monty Porter 1st Partial Term Expires: June 1, 2023
Replaces Amy Loftis-Walton - Resigned

Commissioner Sehorn asked that Consent Agenda Item No. 3(a) be pulled for separate consideration.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Flood, to approve Consent Agenda Item Nos. 3 (a-e), less item 3(a). Motion carried 6-0.

AYE: Rutherford, Flood, Bolt, Sehorn, Richter, Matthews

NAY: None

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 3(a). Motion carried 5-0-1.

AYE: Matthews, Rutherford, Richter, Flood, Bolt

NAY: None

ABSTAIN: Sehorn

AGENDA ITEM NO. 4:

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

There was no pet of the week.

AGENDA ITEM NO. 5:

Consideration of the purchase of vehicles from Vance Country Ford under state contract in an amount of \$244,728.00.

Mr. Brad Schmidt, Public Works Director, explained this purchase would replace four (4) aging vehicles in the Public Works fleet.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve the purchase of vehicles from Vance Country Ford under state contract in an amount of \$244,728.00. Motion carried 6-0.

AYE: Rutherford, Matthews, Flood, Bolt, Sehorn, Richter

NAY: None

AGENDA ITEM NO. 6:

Consideration of an agreement to partner with Shawnee Housing Authority for the Mental Health Assistance portion of the CDBG-CV2 grant awarded by the Oklahoma Department of Commerce.

Mr. Rian Harkins, Community Development Director, stated the City budgeted \$175,844.42 for this project using COVID relief funds.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve the agreement to partner with Shawnee Housing Authority for the Mental Health Assistance portion of the CDBG-CV2 grant awarded by the Oklahoma Department of Commerce. Motion carried 6-0.

AYE: Matthews, Flood, Bolt, Rutherford, Sehorn, Richter

NAY: None

AGENDA ITEM NO. 7:

Consideration of an agreement with Dunnington Consulting and Latham Consulting for governmental and community affairs.

Mr. Jacob Foos, Assistant City Manager, advised that the City entered into a similar agreement for governmental and community affairs services in October 2021 with Dunnington Consulting and Latham Consulting and found the agreement valuable. Staff recommends approval of the proposed agreement.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve an agreement with Dunnington Consulting and Latham Consulting for governmental and community affairs. Motion carried 6-0.

AYE: Matthews, Rutherford, Sehorn, Richter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 8:

Administrative Reports:

a. 2023 Sales Tax Election – Andrea Weckmueller-Behringer, City Manager

Ms. Andrea Weckmueller-Behringer, City Manager, provided a presentation regarding the 2023 Sales Tax Election. She discussed the Wastewater Treatment Plant Project, along with the Utility Improvement Fee and proposed Half-Cent Sales Tax.

AGENDA ITEM NO. 9:

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

There was no New Business.

AGENDA ITEM NO. 10:

Commissioners Comments

The Mayor and Commissioners welcomed the Shawnee Forward Leadership group to the meeting, encouraged everyone to vote, and congratulated Lt. Stafford.

Commissioner Matthews expressed his excitement to approve the consulting agreement stating it is a good investment.

Commissioner Flood stated he was thankful for the continued detailed reports from Staff and expressed his excitement about the success of Monsters on Main. He stated that at the October 17, 2022 meeting he stated Shawnee Forward sponsored the carnival for Monsters on Main. He said that it was actually sponsored by Safe Events for Families (SEFF) and apologized to SEFF for the incorrect information.

Vice Mayor Rutherford thanked Community Renewal for organizing Monsters on Main and is looking forward to the Christmas Parade.

Commissioner Sehorn stated he interacted with four men from Public Works at a worksite who were very professional.

Commissioner Richter welcomed the new Public Information Officer (PIO) and thanked her for choosing Shawnee and commented regarding Mr. Rob Morris' remarks during Citizen Participation.

Mayor Bolt commented on the success of Monsters on Main, invited everyone out to the Gold Star Families Monument Dedication on Friday, November 11, 2022, and stated that the Love Your Block program attended a gathering at John Hopkins University in Baltimore. He also welcomed the new PIO and commented regarding Mr. Rob Morris' comments during Citizen Participation.

AGENDA ITEM NO. 11:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:45 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 11/21/2022

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports:

- License Payment Report for October 2022
 - Project Payment Report for October 2022
-

Attachments

License Payment Report

Project Payment Report



10/01/2022 - 10/31/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/3/2022	SOL365	IBX CC	1622	100.00
10/3/2022	LAURANCE & BARBARA SMITH	Check	1618	761.00
10/3/2022	CINDY & STEVEN H WOODS	Check	1619	761.00
10/3/2022	MCCONNELL PLUMBING	Check	1620	75.00
10/3/2022	HERMAN'S PLUMBING	Check	1621	75.00
10/4/2022	LESLIE & DOUG LANDWERT	Check	1623	761.00
10/5/2022	DOUG'S HEAT AND AIR	IBX CC	1625	100.00
10/5/2022	PERSONAL PLUMBING	Check	1624	75.00
10/6/2022	INA M JOHNSON	Check	1626	15.00
10/6/2022	BUSHY BEAVER POT COMPANY	Cash	1627	25.00
10/7/2022	PHYSICAL THERAPY CENTRAL	IBX CC	1628	15.00
10/10/2022	MANSELL HEAT & AIR	IBX CC	1629	100.00
10/11/2022	APRIL HILL	Check	1630	761.00
10/11/2022	A/C DOCTORS, LLC	Check	1631	75.00
10/11/2022	LOWES #0005	Check	1632	30.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/11/2022	JAMIE WATTS	Check	1633	15.00
10/11/2022	DONALD M LOVELACE	Check	1634	761.00
10/13/2022	PINNACLE HOME SERVICES dba MISTER SPARKY	IBX CC	1640	75.00
10/13/2022	COUNTRY FRESH FARMS	IBX CC	1638	50.00
10/13/2022	PROGRESSIVE PLUMBING	IBX CC	1637	100.00
10/13/2022	NOLAN FAMILY PLUMBING	IBX CC	1635	75.00
10/13/2022	VERTICAL SIGN SERVICE LLC	IBX CC	1636	75.00
10/13/2022	THE BIG BUDS LLC	Check	1639	1,500.00
10/14/2022	PATRICK'S ELECTRIC	IBX CC	1643	100.00
10/14/2022	PATRICK'S ELECTRIC	IBX CC	1644	100.00
10/14/2022	CARL & VIRGINIA CHESHER	Check	1641	15.00
10/14/2022	ADAM BALKEMA	Check	1642	761.00
10/17/2022	HAL MARSH	IBX CC	1649	15.00
10/17/2022	RHONDA MASQUAT	Check	1645	15.00
10/17/2022	SANDRA HOWARD & CAMERON BENTLEY	Check	1646	761.00
10/17/2022	ELLIOT SHULER & GRETA MADSON	Cash	1647	761.00
10/17/2022	POTEET ELECTRIC LLC	Check	1648	100.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/18/2022	ACOCK CLIMATE CONTROL	IBX CC	1651	75.00
10/18/2022	VFW POST 1317	Check	1650	500.00
10/19/2022	TERRI JOHNSON & TROY SUTHERLIN	IBX CC	1652	761.00
10/20/2022	OKLAHOMA ROOTS LLC	IBX CC	1655	3,000.00
10/20/2022	OKLAHOMA ROOTS LLC	IBX CC	1654	15.00
10/20/2022	NATALIE ARNETT STATE FARM INSURANCE AGENCY LLC	Check	1653	50.00
10/20/2022	EASY WIRELESS	Check	1656	50.00
10/21/2022	K C ELECTRICAL SERVICES INC	IBX CC	1658	100.00
10/21/2022	WILBOURNS HEATING AND AIR	IBX CC	1660	100.00
10/21/2022	GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA	IBX CC	1659	15.00
10/21/2022	JIMMY'S EGG - SHAWNEE	Check	1657	1,005.00
10/24/2022	HARBOR FREIGHT TOOLS	IBX CC	1665	15.00
10/24/2022	TARA L TURNER	Check	1661	30.00
10/24/2022	MARGARET CREIDER	Check	1662	15.00
10/24/2022	THOMAS E SWEARINGEN, CPA PC	Check	1663	15.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
10/24/2022	ONE MAIN FINANCIAL #4208	Check	1664	15.00
10/24/2022		Cash	1666	15.00
10/26/2022	ASAP TREE AND FENCING LLC	IBX CC	1667	25.00
10/26/2022	SHAWNEE PROPERTIES LLC	Check	1668	761.00
10/27/2022	DUTCH BROS COFFEE	Check	1669	50.00
10/27/2022	DALE'S PLUMBING	Check	1670	75.00
10/27/2022	J & K DISPENSARY	Check	1671	1,500.00
10/27/2022	ROOTS DISPENSARY LLC	Cash	1672	1,500.00
10/28/2022	HOLLOWELL PLUMBING, INC	Check	1673	75.00
10/31/2022	WALTER & BRENDA CRISTENSEN	Check	1674	761.00
10/31/2022	ENTERPRISE S CO., INC	Check	1675	75.00
10/31/2022	HULL PLUMBING INC	Check	1676	100.00
10/31/2022	G & G SERVICES	Cash	1677	75.00
10/31/2022	G & G SERVICES	Cash	1678	50.00
10/31/2022	G & G SERVICES	Cash	1679	150.00
				19,981.00

Total Records: 62

11/2/2022



10/01/2022 - 10/31/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221215	10/28/2022	B - Accessory Structure	14 JONCO RD	HAKEN ENTERPRISES	BARN	3,500
20221184	10/20/2022	B - Accessory Structure	4312 BLAISE DR	CRAIG CONTRACTORS		13,000
20221158	10/17/2022	B - Accessory Structure	500 W UNIVERSITY	REALTREE ROOFING AND CONSTRUCTION	ACCESSORY STRUCTURE	92,000
20221151	10/13/2022	B - Accessory Structure	15101 ECKEL RD	ELLIOT SHULER	NEW CONSTRUCTION	40,000
20221072	10/5/2022	B - Accessory Structure	15515 PERRY RD	ED MOORE	NEW CONSTRUCTION	50,000
20221230	10/31/2022	B - Commercial - New	800 E DUNBAR	DOWNEY CONTRACTING, LLC	TREATMENT PLANT	0
20221217	10/28/2022	B - Commercial - Remodel	1049 VISION BLVD STE 300	BONREY GROUP	NEW	90,000
20221216	10/28/2022	B - Commercial - Remodel	310 N CHAPMAN	MARK SHARP	REMODEL	9,000
20221203	10/25/2022	B - Commercial - Remodel	218 E MAIN ST	ANGELA ROWLAND & MATTHEW GRAGG	REMODEL	3,000
20221070	10/4/2022	B - Commercial - Remodel	4981 N HARRISON	MANISH PATEL	REPAIR DAMAGE	100,000
20221129	10/7/2022	B - Residential - Add On	1804 N ELM	SOUTHWEST BUILDERS	ADD ON	74,660

Monthly - City Clerk

Square Feet	Total Fees
1,584	\$341.10
216	\$50.40
1,448	\$362.00
2,400	\$514.50
648	\$142.20
4,980	
2,750	\$692.00
2,400	\$604.50
554	\$143.00
700	\$29.50
520	\$115.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221126	10/6/2022	B - Residential - Add On	1141 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221125	10/6/2022	B - Residential - Add On	1139 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221124	10/6/2022	B - Residential - Add On	1137 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221123	10/6/2022	B - Residential - Add On	1135 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221122	10/6/2022	B - Residential - Add On	1133 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221121	10/6/2022	B - Residential - Add On	1131 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221120	10/6/2022	B - Residential - Add On	1129 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221119	10/6/2022	B - Residential - Add On	1127 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221118	10/6/2022	B - Residential - Add On	1125 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221117	10/6/2022	B - Residential - Add On	1123 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221116	10/6/2022	B - Residential - Add On	1121 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221115	10/6/2022	B - Residential - Add On	1119 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221114	10/6/2022	B - Residential - Add On	1117 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221113	10/6/2022	B - Residential - Add On	1115 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221112	10/6/2022	B - Residential - Add On	1113 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000

Square Feet	Total Fees
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221111	10/6/2022	B - Residential - Add On	1111 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221110	10/6/2022	B - Residential - Add On	1109 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221109	10/6/2022	B - Residential - Add On	1107 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221108	10/6/2022	B - Residential - Add On	1105 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221107	10/6/2022	B - Residential - Add On	1103 N CAMMACK CIR	KEITH SHAW CMS, INC	NEW CONSTRUCTION	35,000
20221197	10/24/2022	B - Residential - New	1400 CLAIRE CT	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221196	10/24/2022	B - Residential - New	4801 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221195	10/24/2022	B - Residential - New	4803 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221194	10/24/2022	B - Residential - New	4805 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221193	10/24/2022	B - Residential - New	4807 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221192	10/24/2022	B - Residential - New	4809 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000
20221148	10/11/2022	B - Residential - New	217 OUTLANDER WAY	ARRINGTON HOMES	NEW CONSTRUCTION	350,325
20221099	10/5/2022	B - Residential - New	15226 SOUTH SCHOOL RD	JENNIE COLLINS	NEW HOME	75,000
20221226	10/31/2022	B - Residential - Remodel	508 N ROOSEVELT	FRANKLIN RILEY	REMODEL	0
20221063	10/3/2022	B - Residential - Remodel	717 N BROADWAY	JONATHAN GERING	REMODEL	60,000

Square Feet	Total Fees
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
2,017	\$1,158.11
2,209	\$1,198.91
2,185	\$1,193.81
1,947	\$1,143.24
2,039	\$1,162.79
2,400	\$1,239.50
2,595	\$1,280.94
2,100	\$450.75
1,040	\$225.50
1,371	\$295.84

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221139	10/11/2022	B - Solar Panels	4417 LILLY VALLEY	ADT SOLAR	SOLAR PANELS	25,708
20221131	10/10/2022	B - Solar Panels	66 NORTHRIDGE RD	ARROWPOINT SOLAR	NEW INSTALLATION	53,300
20221186	10/24/2022	B - Storm Shelter	505 POOL PLACE	ERNESTO SOUZA VOLPE	UNDERGROUND STORM SHELTER	3,900
20221092	10/5/2022	B - Storm Shelter	1141 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221091	10/5/2022	B - Storm Shelter	1139 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221090	10/5/2022	B - Storm Shelter	1137 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221089	10/5/2022	B - Storm Shelter	1135 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221088	10/5/2022	B - Storm Shelter	1133 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221087	10/5/2022	B - Storm Shelter	1131 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221086	10/5/2022	B - Storm Shelter	1129 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221085	10/5/2022	B - Storm Shelter	1127 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221084	10/5/2022	B - Storm Shelter	1125 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221083	10/5/2022	B - Storm Shelter	1123 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221082	10/5/2022	B - Storm Shelter	1121 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221081	10/5/2022	B - Storm Shelter	1119 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500

Square Feet	Total Fees
289	\$65.91
655	\$143.69
0	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221080	10/5/2022	B - Storm Shelter	1117 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221079	10/5/2022	B - Storm Shelter	1115 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221078	10/5/2022	B - Storm Shelter	1113 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221077	10/5/2022	B - Storm Shelter	1111 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221076	10/5/2022	B - Storm Shelter	1109 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221075	10/5/2022	B - Storm Shelter	1107 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221074	10/5/2022	B - Storm Shelter	1105 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221073	10/5/2022	B - Storm Shelter	1103 N CAMMACK CIR	CMS, INC	NEW INSTALLATION	1,500
20221187	10/24/2022	B - Swimming Pool	1606 WINDMILL RIDGE DR	G & R POOLS CONSTRUCTION	CONCRETE POOL	0
20221135	10/11/2022	C - City Project		CRAFF-REYNOLDS	CAMMACK STREET	0
20221219	10/31/2022	E - Electrical	2630 N BEARD AVE	BOBS ELECTRIC	HOOK UP POWER AND MINI SPLITS	0
20221214	10/28/2022	E - Electrical	1609 N HARRISON	PATRICKS ELECTRIC	NEW INSTALLATION	0
20221198	10/25/2022	E - Electrical	1013 MUIRFIELD DR	PINNACLE HOME SERVICES DBA MISTER SPARKY	PANEL UPGRADE	0
20221178	10/20/2022	E - Electrical	66 NORTHBRIDGE RD	ARROWPOINT SOLAR	NEW INSTALLATION	0
20221175	10/19/2022	E - Electrical	1923 W SLOVER	MARSH ELECTRIC	NEW SERVICE	0

Square Feet	Total Fees
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
84	\$29.50
0	\$60.00
0	
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$154.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221161	10/17/2022	E - Electrical	1224 N MARKET AVE	ABOVE ALL ELECTRICAL SOLUTIONS LLC	REPAIR	0
20221159	10/17/2022	E - Electrical	1609 N HARRISON	PATRICKS ELECTRIC	MISC WORK	0
20221152	10/14/2022	E - Electrical	1923 W SLOVER	FULL SPEED ELECTRIC	REPLACE	0
20221144	10/11/2022	E - Electrical	1811 N HARRISON	FULL SPEED ELECTRIC	REPLACE	0
20221143	10/11/2022	E - Electrical	222 E PULASKI ST	PINNACLE HOME SERVICES, DBA MISTER SPARKY	REPLACEMENT	0
20221141	10/11/2022	E - Electrical	4417 LILLY VALLEY	ADT SOLAR	SOLAR PANELS	0
20221128	10/7/2022	E - Electrical	9 ROBBY RD	GENERATOR SUPERCENTER DBA FAITH ELECTRIC	GENERATOR	0
20221103	10/6/2022	E - Electrical	20 DUNLOP	FULL SPEED ELECTRIC	REWIRE	0
20221096	10/5/2022	E - Electrical	1104 N BEARD AVE	AMERICAN AC & HTG, INC	REPAIR SERVICE	0
20221067	10/4/2022	E - Electrical	33708 POST OFFICE NECK	SOL365	NEW INSTALLATION	7,685
20221228	10/31/2022	F - Burn Permit	1923 W SLOVER	CLARENCE WINSETT	FIRE	0
20221222	10/31/2022	F - Burn Permit	2314 E 11TH ST	MELISSA BRINKLEY	FIRE	0
20221202	10/25/2022	F - Burn Permit	1 JOHN C BURTON DR #A	JOHN HILL	BURN PERMIT	0
20221200	10/25/2022	F - Burn Permit	2401 E HIGHLAND	LOUIS HODGES	FIRE	0
20221188	10/24/2022	F - Burn Permit	33904 LAKE RD	BOBBY HOLMES	FIRE	0
20221133	10/10/2022	F - Carnival / Fair	NW/C S BELL & E 7TH	SAM'S AMUSEMENT	MONSTERS ON MAIN	0
20221163	10/17/2022	F - Fire Suppression	2800 N BRYAN	FRAZIER FIRE LLC	NEW INSTALLATION	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$79.50
486	\$54.50
0	\$29.50
0	\$29.50
0	\$29.50
0	\$29.50
0	\$29.50
0	
0	\$104.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221145	10/11/2022	F - Fire Suppression	1102 W MACARTHUR	SUMMIT FIRE	NEW INSTALLATION	0
20221162	10/17/2022	F - Firework Display		ARC PYROTECHNICS, INC	FIREWORKS DISPLAY	0
20221164	10/17/2022	F - Open Air / Tent	1700 W INDEPENDENCE ST	CIRQUE ENTERTAINMENTS, LLC	2 TENTS	0
20221223	10/31/2022	M - Mechanical	4205 N AYDELOTTE	METRO HVAC	NEW SYSTEM	0
20221218	10/31/2022	M - Mechanical	2630 N BEARD AVE	AC DOCTORS LLC	MINI SPLIT SYSTEM	0
20221204	10/26/2022	M - Mechanical	1130 E ALICE ST	LOVES HVAC	REPLACE	0
20221165	10/18/2022	M - Mechanical	14 TAWANA	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20221127	10/6/2022	M - Mechanical	15226 SOUTH SCHOOL RD	MANSELL HEAT AND AIR	NEW CONSTRUCTION	0
20221106	10/6/2022	M - Mechanical	1049 VISION BLVD STE 600	PERSONAL PLUMBING	CHANGE OUT	0
20221098	10/5/2022	M - Mechanical	39 TIMBER CREEK DR	DOUG'S HEAT AND AIR	NEW SYSTEM	0
20221095	10/5/2022	M - Mechanical	1104 N BEARD AVE	AMERICAN AC & HTG, INC	CHANGE OUT	0
20221071	10/5/2022	M - Mechanical	4418 SMOKING TREE	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0
20221064	10/4/2022	M - Mechanical	9 CASTLE CREEK	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20221061	10/3/2022	M - Mechanical	406 S LOUISA AVE	LUCKY DAY HVAC	CHANGE OUT / GAS LINE	0
20221221	10/31/2022	O - Curb Cut, Driveway and Sidewalk	3402 N OKLAHOMA	EUGENE CARRERA	DRIVEWAY	0

Square Feet	Total Fees
0	\$104.50
0	
0	\$54.50
0	\$54.50
0	\$154.50
0	\$54.50
0	\$74.50
0	
0	\$54.50
0	\$64.50
0	\$84.50
0	\$64.50
0	\$44.50
0	\$114.50
0	\$50.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221191	10/24/2022	O - Curb Cut, Driveway and Sidewalk	1421 N PHILADELPHIA	ALL OUT LAND SERVICES LLC	DRIVEWAY	0
20221097	10/5/2022	O - Curb Cut, Driveway and Sidewalk	16 E BURNS ST	RICHARD GOBER CONSTRUCTION	REPLACE EXISTING	0
20221229	10/31/2022	O - Demolition and Moving	524 N BRYAN AVE	G&G SERVICES	DEMO	0
20221207	10/27/2022	O - Demolition and Moving	629 S POTTENGER AVE	GRETA MCKINLEY	DEMOLITION	0
20221205	10/26/2022	O - Demolition and Moving	901 W 7TH ST	K & M WRECKING	DEMOLITION	0
20221147	10/11/2022	O - Demolition and Moving	511 S PARK	MEIR AND SON DEMOLITION	DEMO	0
20221146	10/11/2022	O - Demolition and Moving	523 S PARK	MEIR AND SON DEMOLITION	DEMO	0
20221094	10/5/2022	O - Land Disturbance	500 W UNIVERSITY	REALTREE ROOFING AND CONSTRUCTION	LAND DISTURBANCE	0
20221093	10/5/2022	O - Land Disturbance	MARKETPLACE BOULEVARD	BRADY ALI PROPERTIES, LLC	LAND DISTURBANCE	0
20221225	10/31/2022	O - Paving Cut and Boring	1505 AIRPORT DR	VYVE BROADBAND	ROAD BORE	0
20221185	10/24/2022	O - Paving Cut and Boring	1202 N HARRISON	VYVE BROADBAND	BORE / ALLEY	0
20221173	10/19/2022	O - Paving Cut and Boring	120 W MACARTHUR ST Suite	VYVE BROADBAND	ROAD BORE	0
20221171	10/18/2022	O - Paving Cut and Boring	1913 CARLETON LN	TSU1	ROAD BORE	0
20221170	10/18/2022	O - Paving Cut and Boring	2682 LEGACY PL	TSU1	ROAD BORE	0

Square Feet	Total Fees
0	\$50.00
0	\$50.00
0	\$50.00
0	
0	\$50.00
0	\$50.00
0	\$50.00
1,448	
0	
0	
0	
0	\$60.00
0	
0	

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221169	10/18/2022	O - Paving Cut and Boring	2720 WOODLAWN CT	TSU1	ROAD BORE	0
20221212	10/28/2022	O - Sign	4301 N UNION STE 1	ARROW SIGN CO	NEW INSTALLATION	1,900
20221211	10/28/2022	O - Sign	4301 N UNION STE 1	ARROW SIGN CO	NEW INSTALLATION	11,700
20221208	10/28/2022	O - Sign	1415 E MACARTHUR	SIGN FACTORY LLC	NEW INSTALLATION	3,675
20221189	10/24/2022	O - Sign	4797 N HARRISON AVE	OKLAHOMA VISUAL GRAPHICS	WALL SIGN	9,000
20221183	10/20/2022	O - Sign	4401 N KICKAPOO	INSIGNIA SIGNS, INC	WALL	1,200
20221182	10/20/2022	O - Sign	4401 N KICKAPOO	INSIGNIA SIGNS, INC	MONUMENT	8,000
20221181	10/20/2022	O - Sign	4401 N KICKAPOO	INSIGNIA SIGNS, INC	MONUMENT	8,000
20221180	10/20/2022	O - Sign	4401 N KICKAPOO	INSIGNIA SIGNS, INC	WALL SIGNS	6,100
20221179	10/20/2022	O - Sign	4401 N KICKAPOO	INSIGNIA SIGNS, INC	WALL SIGNS	2,300
20221177	10/20/2022	O - Sign	3946 N KICKAPOO AVE #8	REBEL SIGN COMPANY	SIGN WALL	0
20221174	10/19/2022	O - Sign	2808 N KICKAPOO AVE	INDUSTRIAL SIGNS & NEON, INC	WALL SIGN	5,500
20221167	10/18/2022	O - Sign	500 W UNIVERSITY	SIGNS & WONDERS	WALL SIGN	0
20221157	10/14/2022	O - Sign	4793 N HARRISON AVE	SUPERIOR NEON SIGNS	WALL SIGN	3,500
20221156	10/14/2022	O - Sign	4793 N HARRISON AVE	SUPERIOR NEON SIGNS	CANTILEVER / BLADE SIGN	800
20221155	10/14/2022	O - Sign	4793 N HARRISON AVE	SUPERIOR NEON SIGNS	WALL SIGN	3,500
20221154	10/14/2022	O - Sign	4793 N HARRISON AVE	SUPERIOR NEON SIGNS	WALL MUREL	1,200

Square Feet	Total Fees
0	
128	\$50.00
56	\$50.00
24	\$50.00
69	\$50.00
25	\$100.00
0	\$50.00
50	\$50.00
65	\$100.00
29	\$100.00
0	\$50.00
61	\$50.00
0	\$50.00
37	\$50.00
6	\$50.00
37	\$50.00
100	\$50.00

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221138	10/11/2022	O - Sign	425 E MAIN ST	VERTICAL SIGN SERVICE LLC	NEW INSTALLATION	1,000
20221069	10/4/2022	O - Sign	4010 N KICKAPOO SUITE 3	SIGN FACTORY, LLC	WALL SIGN	850
20221068	10/4/2022	O - Sign	120 W MACARTHUR ST Suite	SIGN FACTORY, LLC	WALL SIGN	0
20221227	10/31/2022	P - Plumbing	411 FLORENCE AVE	COWBOYS PLUMBING	REPIPE	0
20221224	10/31/2022	P - Plumbing	1910 CHANDLER DR	HULL PLUMBING	WATER SERVICE	0
20221220	10/31/2022	P - Plumbing	319 N PARK	DALE'S PLUMBING	IN ALLEY	0
20221213	10/28/2022	P - Plumbing	521 N PATCHIN	DALES PLUMBING	GAS PRESSURE TEST	0
20221210	10/28/2022	P - Plumbing	318 W INDEPENDENCE ST	DALES PLUMBING	WATER SERVICE	0
20221209	10/28/2022	P - Plumbing	719 W DEWEY	ROTO ROOTER PLUMBING	GAS LINE	0
20221206	10/27/2022	P - Plumbing	5110 N HARRISON AVE	CND PLUMBING	NEW INSTALLATION	0
20221201	10/25/2022	P - Plumbing	319 E MAIN ST	GREGORY W SMITH PLUMBING	REPLACE	0
20221199	10/25/2022	P - Plumbing	1609 N HARRISON	STANFIELD PLUMBING	GAS METER RESET	0
20221176	10/20/2022	P - Plumbing	9 ROBBY RD	PIPED OUT PLUMBING	GAS LINE EXTENSION	0
20221172	10/19/2022	P - Plumbing	1 TURKEY KNOB	STANLEY PLUMBING SERVICES LLC	GAS METER RESET	0
20221168	10/18/2022	P - Plumbing	702 W AYRE PARRKING LOT	ROTO ROOTER	NEW INSTALLATION	0
20221166	10/18/2022	P - Plumbing	505 S AYDELOTTE	QUALITY PLUMBING	GAS LINE	0

Square Feet	Total Fees
40	\$50.00
18	\$50.00
29	\$50.00
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221160	10/17/2022	P - Plumbing	2609 N PARK	COWBOYS PLUMBING	REPLACE	0
20221153	10/14/2022	P - Plumbing	304 S EDEN AVE	VETERAN PLUMBING SERVICES LLC	REPLACEMENT	0
20221150	10/13/2022	P - Plumbing	910 N PESOTUM AVE	DALE'S PLUMBING	REPAIR	0
20221149	10/12/2022	P - Plumbing	1923 W SLOVER	QUALITY PLUMBING	REROUTE	0
20221142	10/11/2022	P - Plumbing	16 NIX ALLEN	GLENN SEIDL PLUMBING	NEW SERVICE	0
20221140	10/11/2022	P - Plumbing	314 W GEORGIA ST	CND PLUMBING	REPLACE	0
20221134	10/11/2022	P - Plumbing	802 N TUCKER	ALL ABOUT PLUMBING	REPLACE	0
20221132	10/10/2022	P - Plumbing	515 W 10TH	DALE'S PLUMBING	REPAIR	0
20221130	10/10/2022	P - Plumbing	114 S OAK AVE	DALES PLUMBING	MISC WORK	0
20221105	10/6/2022	P - Plumbing	5 CREEK DR	STANLEY PLUMBING SERVICES, LLC	GAS METER RESET	0
20221104	10/6/2022	P - Plumbing	506 N BEARD AVE	STANLEY PLUMBING	MISC WORK	0
20221102	10/6/2022	P - Plumbing	20 DUNLOP	JIMMY B QUICK	MISC WORK	0
20221101	10/6/2022	P - Plumbing	600 POOL PL	PERSONAL PLUMBING	MISCELLANEOUS	0
20221100	10/6/2022	P - Plumbing	912 JEFFERSON PL	AQUA PLUMBING SERVICES	MISCELLANEOUS	0
20221066	10/4/2022	P - Plumbing	1305 LAVERNE	FRONTIER PLUMBING	PRESSURE TEST	0
20221065	10/4/2022	P - Plumbing	1303 N UNION	COWBOYS PLUMBING	REPAIR	0
20221062	10/3/2022	P - Plumbing	72 SONATA LANE	STANFIELD PLUMBING	POOL	0
20221060	10/3/2022	P - Plumbing	1006 OVERLAND CT	MINIME ROOTER LLC	REPLACE	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$454.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20221059	10/3/2022	P - Plumbing	1408 RICKEY RD	DALE'S PLUMBING	REPAIR	0
20221137	10/11/2022	PC - Plat - Final		J. BENTLEY INVESTMENTS, LLC	PRELIMINARY PLAT	0
20221136	10/11/2022	PC - PUD (Planned Unit Development)	4731 N UNION			0

Total Records: 171

Square Feet	Total Fees
0	\$54.50
0	\$269.00
0	
	\$19,864.19

11/2/2022

Regular Board of Commissioners

2. c.

Meeting Date: 11/21/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Urban Renewal Authority

William Burke 1st Partial Term Expires: February 2, 2024

Replaces Audra Barksdale – Resigned

Attachments

Appointment



RECEIVED
NOV - 7 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>William L. Burke</u>	Application Date: <u>4 Nov 2022</u>
Address: <u>6 Timber Creek Dr.</u>	Date of Birth: <u>31 Aug 1950</u>
Mailing Address: <u>6 Timber Creek Dr. Shawnee, OK 74804</u>	
Daytime Phone: <u>(405) 550-9822</u>	Fax: _____ Email: <u>bbikeman@sbcglobal.net</u>
Profession: <u>Retired</u>	
Business Name: _____	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 44

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

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

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

I have an interest in being more involved in the development and improvement in my community. It's an opportunity to give back by serving.

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

My experience in non-profits, business, civil service and the military provides me with experience and people skills required to be a productive member of the board.

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

Emmanuel Episcopal meals for the homeless - Previously Family Promise

List education, including degree(s) earned:

BA History/Political Science, MEd Sociology, MBA

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Larry Smith	Friend	(405) 501-6869
Fr. Tom Dahlman	Priest	(918) 814-3845
Kevin Kalies	Friend	(405) 249-5351

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

Brian Bulmer

Date

4 Nov 2022

Revised March 22, 2018

Regular Board of Commissioners

2. d.

Meeting Date: 11/21/2022

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements for Cammack Street Gravity Relief Lines and place maintenance bonds into effect.

Attachments

Cammack Street



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, PE, Director of Engineering
Subject: Cammack Street Gravity Relief Lines – Acceptance of Public Improvements

Background: The public improvements associated with the Cammack Street Gravity Relief project have been completed and are ready to be accepted by the City. The project was awarded in July of 2022 to Krapff-Reynolds Construction Co. The project is located adjacent to the Cammack Street and Harrison Street Intersection.

The improvements were installed and inspected to the City of Shawnee specifications. The utilities passed all required testing and are now ready for acceptance. The acceptance of the improvements by the City Commission will place the two-year maintenance bond into effect.

Financial Impact: N/A

Attachment: Maintenance Bond

Staff Recommendation: Acceptance of the improvements.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we KRAPFF-REYNOLDS CONSTRUCTION CO. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are held and firmly bound unto THE CITY OF SHAWNEE of Shawnee, Oklahoma, in the full and just sum of Six Hundred Twenty-Six Thousand Three Hundred Thirty Dollars and 50/100 (\$626,330.50), for the payment of which, will and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this 1st day of August, 2022.

The conditions of the obligation is for the maintenance of Wastewater System Improvements in the City of Shawnee described as Cammack Street Gravity Relief Line.

The conditions of this obligation are such that, whereas, said Principal has by certain CONTRACT between KRAPFF-REYNOLDS CONSTRUCTION CO. and the CITY OF SHAWNEE, dated 1st day of August, 2022, agreed to construct in the City of Shawnee, said Cammack Street Gravity Relief Line in exact accordance with the BID of such principal and according to certain PLANS and SPECIFICATIONS heretofore made, adopted, and placed on file in the office of the Secretary of the City of Shawnee of Shawnee, Oklahoma, and to maintain the said Improvement in good condition for a period of one (1) year from and after the completion and acceptance of said improvements, then this obligation to be void; otherwise to remain in full force and effect.

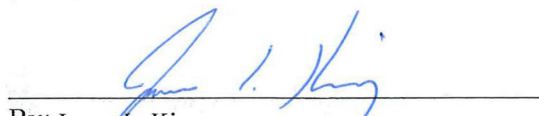
It is further agreed that if the said Principal or Surety herein shall fail to maintain said Improvements in good condition for the said period of one (1) year, and at any time repairs shall be necessary, that the cost of making said repairs shall be determined by the City of Shawnee, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained, shall not be paid by the Principal or Surety herein, or if necessary repairs are not made, that said amount shall become due upon the expiration of the thirty (30) days, and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond, as the condition of the Improvements may require.

IN WITNESS WHEREOF, this instrument is executed in 6 counterparts, each of which shall be deemed an original, this the 1st day of August, 2022.

(SEAL)
ATTEST:

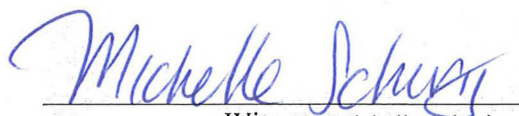

Secretary

KRAPFF-REYNOLDS CONSTRUCTION CO.
Company Name

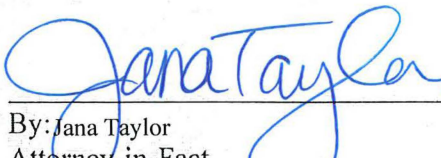

By: James L. King
Title: President



(SEAL)
ATTEST:


Witness, Michelle Schurig

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA
Surety


By: Jana Taylor
Attorney-in-Fact



Bond Number: 107665645

Surety Name: Travelers Casualty and Surety Company of America
Address: One Tower Square
City, State, Zip: Hartford, CT 06183
Phone Number: (860) 277-0111
FAX Number: _____

NOTE: Date of Bond must not be prior to date of the Contract for which it is given.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

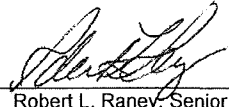
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jana Taylor** of **OKLAHOMA CITY, Oklahoma**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

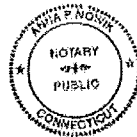
City of Hartford ss.

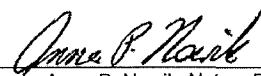
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

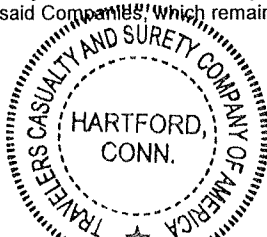
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

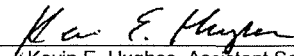
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **1st** day of **August**, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Regular Board of Commissioners

2. e.

Meeting Date: 11/21/2022

Surplus

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the sale of surplus items.

Attachments

Surplus



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

Date: November 17, 2022
To: City Commission
From: Brad Schmidt, Public Works Director
Subject: Sale of Surplus Property – Acknowledgement of Sale.

Background: Staff identified certain equipment owned by the City of Shawnee that had little to no value in its current state and was estimated to have a combined value of less than \$1,000. Per Ordinance No. 2702NS, staff sought the City Manager's authorization to surplus and dispose of the below listed items:

- | | |
|---|---|
| 1) 1989 Belshe Trailer
Asset No. 0978
VIN: 16JF01823K1020010 | 6) 2001 Chevrolet ½ Ton
Asset No. 1714
VIN: 1GCEC14W11Z273088 |
| 2) 1999 Chevrolet 1 Ton
Asset No. 1692
VIN: 1GBJC34F3XF006852 | 7) 2008 Chevrolet ½ Ton
Asset No. 3389
VIN: 1GCEK190X8Z178854 |
| 3) 1999 Chevrolet Astro Van
Asset No. 2961
VIN: 1GNCM19W9XB113650 | 8) 2012 Chevrolet ½ Ton
Asset No. 3688
VIN: 1GCRKPE71CZ140056 |
| 4) 2000 GMC 1 Ton
Asset No. 1619
VIN: 1GDHC34R7YF453010 | 9) 2013 Chevrolet ½ Ton
Asset No. 3879
VIN: 1GCRCPEA5DZ171515 |
| 5) 2001 Chevrolet ½ Ton
Asset No. 1712
VIN: 1GCEC14WX1Z273199 | |

These items were subsequently sold for \$1,026.00.

Financial Impact: Revenue \$1,026.00 to Capital Improvement Fund, Sale of Surplus Property, 301-48090.

Attachment: Record of Sale.

Staff Recommendation: Acknowledge sale of surplus items.

Attachment 1
Record of Sale

- | | |
|---|---|
| 1) 1989 Belshe Trailer
Asset No. 0978
VIN: 16JF01823K1020010 | 6) 2001 Chevrolet ½ Ton
Asset No. 1714
VIN: 1GCEC14W11Z273088 |
| 2) 1999 Chevrolet 1 Ton
Asset No. 1692
VIN: 1GBJC34F3XF006852 | 7) 2008 Chevrolet ½ Ton
Asset No. 3389
VIN: 1GCEK190X8Z178854 |
| 3) 1999 Chevrolet Astro Van
Asset No. 2961
VIN: 1GNCM19W9XB113650 | 8) 2012 Chevrolet ½ Ton
Asset No. 3688
VIN: 1GCRKPE71CZ140056 |
| 4) 2000 GMC 1 Ton
Asset No. 1619
VIN: 1GDHC34R7YF453010 | 9) 2013 Chevrolet ½ Ton
Asset No. 3879
VIN: 1GCRCPEA5DZ17151 |
| 5) 2001 Chevrolet ½ Ton
Asset No. 1712
VIN: 1GCEC14WX1Z273199 | |

Date Sold: November 15, 2022
Sold To: Brown and Sons Towing and Recovery
Amount: \$1,026.00

Regular Board of Commissioners

4.

Meeting Date: 11/21/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.

Attachments

Resolution



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.

Background: In 2017, The City of Shawnee Engineering Department acquired several pieces of survey equipment which are listed below:

- GPS with Multitrack Target, Robotic Power Kit, Battery Charger, Dual Trimax Clamp
- TSC3 including Pole Clamp, Cradle Assembly, Robotic Pole
- R10 GPS with Internal 410-470 MHZ Radio
- Trimble GPS, Handheld

The Engineering Department has purchased newer Global Positioning System (GPS) equipment since 2017, and the above listed equipment is currently underutilized. Therefore, staff would like to capture the remaining value of the 2017 equipment.

In consultation with our equipment supplier AllTerra, formerly Western Data Systems, the combined value of the equipment was estimated to range between \$21,000 to \$30,000. The estimated value exceeds the \$5,000 threshold established in Ordinance 2702 NS, thereby requiring a resolution by the City Commission which declares these assets to be surplus property.

Financial Impact: Potential Revenue \$21,000 to Capital Improvement Fund, Sale of Surplus Property, 301-48090.

Attachment: Asset Inventory Log.

Staff Recommendation: Approval of the item.

Asset ID	Description	Serial No.	Depreciated Value	Location	Acquisition Date	Manufacturer	PO No.
4948	GPS: Multitrack Target, Robotic Power Kit, Battery Charger, Dual Trimax Clamp	S7153200	\$19,469.64	Engineering	11/2/2017	Western Data Systems	18-0953
4950	TSC3: Pole Clamp, Cradle Assy, Robotic Pole		\$5,059.56	Engineering	11/2/2017	Western Data Systems	18-0955
4949	R10 GPS: Internal 410-470 MHZ Radio	5723470599	\$16,426.64	Engineering	11/2/2017	Western Data Systems	18-0954
4897	Trimble GPS, Handheld	5647474522	\$6,283.22	Engineering	3/29/2017	Trimble	17-2173

RESOLUTION NO. _____

A RESOLUTION DECLARING CERTAIN ITEMS OF PERSONAL PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE SALE OF SAID ITEMS BY AUCTION AND, IN THE EVENT ITEMS DO NOT SELL AT AUCTION, DISPOSAL AT THE CITY OF SHAWNEE'S DISCRETION.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

That the items of personal property are described as:

- 1) GPS with Multitrack Target, Robotic Power Kit, Battery Charger, Dual Trimax Clamp
Asset No. 4948
- 2) TSC3 including Pole Clamp, Cradle Assembly, Robotic Pole
Asset No. 4950
- 3) R10 GPS with Internal 410-470 MHZ Radio
Asset No. 4949
- 4) Trimble GPS, Handheld
Asset No. 4897

Said property is hereby declared as City owned property which is surplus and no longer needed for City purposes; that the City of Shawnee is authorized to sell or dispose of said items at the City of Shawnee's discretion.

PASSED AND APPROVED this ____ day of ____, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

5.

Meeting Date: 11/21/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Highway Illumination along US-270B (Kickapoo Widening).

Attachments

Resolution



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Discussion and consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Highway Illumination along US-270B (Kickapoo Widening).

Background: In February of 2016, the City of Shawnee entered into a project agreement with ODOT for the Kickapoo Widening from Kickapoo-Spur to Farrall Street. In preparation of this project entering the bidding phase, ODOT is seeking a maintenance agreement for street lighting.

Staff has reviewed the agreement and recommend approval. The agreement is part of ODOT's administrative process and must be completed. Since the City previously agreed to take over the maintenance of Kickapoo after this project is complete, this agreement is in line with our previous understanding of the project.

Financial Impact: N/A

Attachment: Maintenance Agreement for the Installation of Highway Illumination along US 270B

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF HIGHWAY ILLUMINATION ALONG US 270B.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute that certain Project Agreement Maintenance Agreement for the installation of the highway illumination along US 270B by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee.

PASSED AND APPROVED this ____ day of ____, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of ____, 2022.

JOSEPH VORNDRAN, CITY ATTORNEY

PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER SSP-263B(069)SS
JOB PIECE NO. 32255(04)

FOR THE
INSTALLATION OF HIGHWAY ILLUMINATION ALONG US 270B

IN THE CITY OF SHAWNEE

POTTAWATOMIE COUNTY

BY AND BETWEEN

THE CITY OF SHAWNEE

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Shawnee, herein after referred to as the CITY, and the Department of Transportation of the State of Oklahoma, herein after referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the DEPARTMENT proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of September 2015, authorizing State apportioned Federal-aid Project funds for participation in the project for highway illumination in the City of Shawnee designated as Federal-aid Project SSP-263B(069)SS JP#32255(04) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF HIGHWAY ILLUMINATION ALONG US 270B FROM KICKAPOO SPUR SOUTH TO SH-18 (W FARRALL ST) IN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY.

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2009 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall, on the grounds of race, color, religion, sex, disability, age, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the plans, specifications, and construction cost estimates for this project.
2. The DEPARTMENT and the CITY agree to become jointly responsible with the

contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT and the CITY agree to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with industrial activity from the construction site identified in this document.

3. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
4. The CITY shall, by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution to this AGREEMENT.
5. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
6. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all highway illumination equipment erected and installed pursuant to this agreement and all the devices.
7. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to insure the safety of the traveling public and should the DEPARTMENT determine that further modification or improvement be required, the CITY shall take such actions as are necessary to make such modification or improvement. When

maintenance and/or operational modifications are required which, in the opinion of the DEPARTMENT, exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

8. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
9. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
 - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 100% of the original equipment costs only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 100% of the proceeds of such sale.
10. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.
11. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT, has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the _____ day of _____, 20__, and the STATE on the _____ day of _____, 20__.

THE CITY OF SHAWNEE

BY: _____
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

BY: _____
CITY Attorney

Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

Regular Board of Commissioners

6.

Meeting Date: 11/21/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Multiple Traffic Signals along US-270B (Kickapoo Widening).

Attachments

Resolution



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Discussion and consideration of a resolution and approval of an Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for Multiple Traffic Signals along US-270B (Kickapoo Widening).

Background: In February of 2016, the City of Shawnee entered into a project agreement with ODOT for the Kickapoo Widening from Kickapoo-Spur to Farrall Street. In preparation of this project entering the bidding phase, ODOT is seeking a maintenance agreement for traffic signals.

Staff has reviewed the agreement and recommend approval. The agreement is part of ODOT's administrative process and must be completed. Since the City previously agreed to take over the maintenance of Kickapoo after this project is complete, this agreement is in line with our previous understanding of the project.

Financial Impact: N/A

Attachment: Maintenance Agreement for the Installation of Multiple Traffic Signals along US 270B

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROJECT MAINTENANCE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF MULTIPLE TRAFFIC SIGNALS ALONG US 270B.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

THAT, WHEREAS, it is in the best interest of the City of Shawnee, Pottawatomie County, Oklahoma, to execute that certain Project Agreement Maintenance Agreement for the installation of the Multiple Traffic Signals along US 270B by and between the City of Shawnee and the Oklahoma Department of Transportation.

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee.

PASSED AND APPROVED this ____ day of _____, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality on this ____ day of _____, 2022.

JOSEPH VORNDRAN, CITY ATTORNEY

PROJECT

MAINTENANCE AGREEMENT

FOR

FEDERAL-AID PROGRAM PROJECT

PROJECT NUMBER SSP-263B(069)SS
JOB PIECE NO. 32255(05)

FOR THE
INSTALLATION OF MULTIPLE TRAFFIC SIGNALS ALONG US-270B
IN THE CITY OF SHAWNEE

POTTAWATOMIE COUNTY

BY AND BETWEEN

THE CITY OF SHAWNEE

AND

THE OKLAHOMA DEPARTMENT OF TRANSPORTATION

AGREEMENT

This AGREEMENT, made the day and year last written below, by and between the City of Shawnee, herein after referred to as the CITY, and the Department of Transportation of the State of Oklahoma, herein after referred to as the DEPARTMENT, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH:

THAT the DEPARTMENT proposes to make certain traffic improvements as directed by the Oklahoma Transportation Commission at their meeting of February 2007, authorizing State apportioned Federal-aid Project funds for participation in the project for a Traffic Signal in the CITY of SHAWNEE designated as Federal-aid Project SSP-263B(069)SS, JP#32255(05) consisting of the actual traffic improvements as follows:

1. INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF US-270B (N KICKAPOO ST) AND W HIGHLAND ST
2. INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF US-270B (N KICKAPOO ST) AND W BENEDICT ST
3. INSTALLATION OF TRAFFIC SIGNALS AT THE INTERSECTION OF US-270B (N KICKAPOO ST) AND W MAIN ST/N AYDELOTTE AVE

All construction is to be in accordance with the plans and by reference made a part of this AGREEMENT. Such plans are to be in accordance with the Oklahoma Standard Specifications for Highway Construction, Edition of 2019 and current updates.

It is the policy of the Oklahoma Department of Transportation to assure compliance with Title VI of the Civil Rights Act of 1964, and the CITY hereby agrees that as a condition to receiving any Federal financial assistance, it will comply with Title VI of the Civil Rights Act of 1964 which requires that no person in the United States shall, on the grounds of race, color, religion, sex, disability, or national origin, be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which Federal Financial Assistance is received.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. The DEPARTMENT agrees to provide the plans, specifications, and construction cost

estimates for this project.

2. The DEPARTMENT agrees to become jointly responsible with the contractor as co-applicants for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan sheet and appropriate USGS topographic map contained in the plans constitute the storm water management plan for the project described previously in this document. Further, if required, the DEPARTMENT and the CITY agree to file jointly with the contractor the Notice of Intent (NOI) for Storm Water Discharges Associated with CONSTRUCTION ACTIVITY under the OPDES General Permit with the Oklahoma Department of Environmental Quality which authorizes the storm water discharges associated with industrial activity from the construction site identified in this document.
3. The DEPARTMENT shall appoint competent supervision of the construction work to the end of obtaining work strictly in accordance with the approved plans and specifications.
4. The CITY shall, by resolution or letter of concurrence, duly authorize the execution of this AGREEMENT by proper officials, and attach copies of such resolution or letter of concurrence to this AGREEMENT.
5. It is understood and agreed that the roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the DEPARTMENT and the CITY.
6. The CITY agrees that upon completion of construction of said project, final inspection, and acceptance of the project by the DEPARTMENT, the CITY will be responsible for the maintenance and cost of operation of all traffic signal equipment erected and installed pursuant to this agreement and all the devices.
7. The CITY and the DEPARTMENT hereby agrees to periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the DEPARTMENT determine that further modification or improvement be required, the CITY

shall take such actions as are necessary to make such modification or improvement. When maintenance and/or operational modifications are required which, in the opinion of the DEPARTMENT, exceed the capabilities of the CITY's staff, the CITY agrees to retain, at the sole expense of the CITY, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

8. In the event that any hardware installed hereunder is no longer needed for the purposes designated herein, then the hardware installed hereunder shall not be removed by the CITY to any point other than that which is approved by the DEPARTMENT prior to such removal.
9. In the event there is no mutually agreed location for reinstallation, the CITY will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old, and:
 - (a) In the event that the CITY desires total ownership of the equipment, the CITY shall reimburse the DEPARTMENT for 100% of the original equipment costs only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - (b) In the event the CITY does not desire total ownership of the equipment, the CITY shall sell the equipment at public auction to the highest bidder. The CITY shall reimburse the DEPARTMENT 100% of the proceeds of such sale.
10. Upon completion of the aforesaid project, the CITY hereby specifically agrees that the CITY assumes any and all financial obligation for the operation of the aforesaid project.
11. If the CITY should fail to fulfill its responsibilities under this AGREEMENT, such a failure will disqualify the CITY from future Federal-aid participation on any Federal-aid project. Federal funds are to be withheld until such time as a traffic engineering staff, satisfactory to the DEPARTMENT, has been properly established and functioning, deficiencies in regulations have been corrected, or the traffic operations improvements to be installed under this Agreement are brought to a satisfactory condition of maintenance.

IN WITNESS WHEREOF, the Deputy Director of the Department of Transportation, pursuant to authority vested in her by the Transportation Commission, has hereunto subscribed her name as Deputy Director of the Department of Transportation, and the CITY has executed same pursuant to authority prescribed by law.

The CITY on the _____ day of _____, 20__, and the STATE on the _____ day of _____, 20__.

THE CITY OF SHAWNEE

BY: _____
Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY

BY: _____
City Attorney

Title

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

BY: _____
Division Engineer

BY: _____
State Traffic Engineer

By: _____
Deputy Director

APPROVED AS TO FORM AND LEGALITY

BY: _____
General Counsel

Regular Board of Commissioners

7.

Meeting Date: 11/21/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

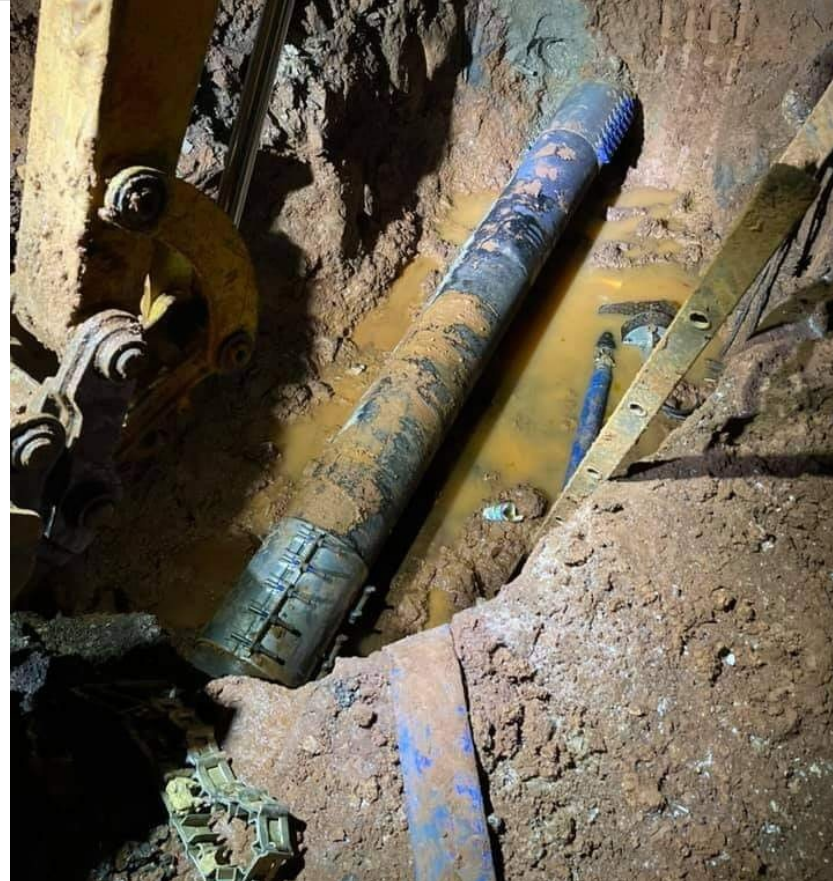
Information

Title of Item for Agenda

Presentation of American Rescue Plan Act (ARPA) Projects.

Attachments

Presentation



ARPA Funding and Projects

November 21, 2022

Jacob Foos, Assistant City Manager



ARPA Funding

Secured Funding

\$ 8,351,474 – Allocation from U.S. Treasury

\$ 9,931,194 – Designated Allocation from the State of Oklahoma

\$18,282,668 – Total Secured Funding*

Potential Funding

\$ 1,692,418 – Pending competitive grant application with OWRB

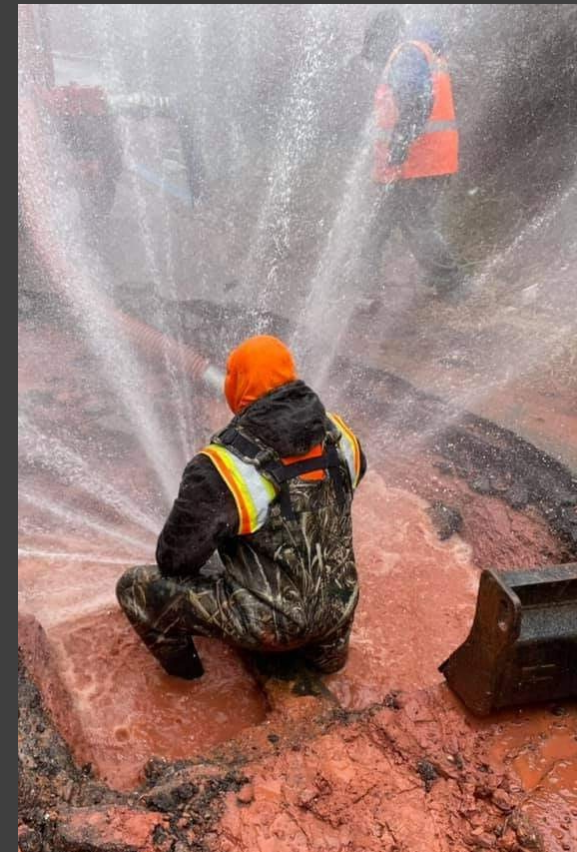
ARPA Project Focus

Funding Timeline

- Funds must be obligated by December 31, 2024 and must be expended by December 31, 2026

Priority Identification

- Aging Infrastructure: Water Mains (241 miles)
Sanitary Sewer (193 miles)
 - **150 miles (34.5%) of lines are 50+ years old**
- February 2021 Severe Winter Weather



ARPA Project Selection

Cammack Street Wastewater Improvements (complete)

Water/Sewer Line Replacement (conservative estimates)

- 7,500 linear feet of Sewer Lines
- 25,000 linear feet of Water Lines

Impact

- 742 Service Connections Directly Impacted
- 40,000+ Residents, businesses, medical patients, and students impacted

Engineering Services

Request for Qualifications (RFQ) Process – 15 Submittals

Three Firms Selected

- Cowan Group Engineering, LLC
- Freese and Nichols, Inc. (FNI)
- Burns & McDonnell Engineering Company, Inc.

Master Service Agreements

- Project Specific Task Orders

City Commission Questions



Regular Board of Commissioners

8.

Meeting Date: 11/21/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Agreement between the City of Shawnee and Cowan Group Engineering, LLC for Engineering Services.

Attachments

Agreement



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an Agreement between the City of Shawnee and Cowan Group Engineering, LLC for Engineering Services.

Background: In August of 2022, the City of Shawnee advertised for on-call engineering design services for American Rescue Plan Act (ARPA)-funded water distribution and wastewater collection project design. The Request for Qualifications (RFQ) was publicized in the newspaper, the City website, and other online platforms. The requested Statements of Qualifications (SOQ) from responding firms were due on August 26, 2022, and the City received 15 submittals.

City staff has recently completed their review of the submitted SOQs, and the proposed agreement with Cowan Group Engineering, LLC is the first of three general service agreements with the top-ranking respondents.

Although the general service agreement does not immediately encumber City funding, it sets in place the contractual provisions that will govern future task orders for select individual and/or bundled water and wastewater line replacement projects.

Staff has reviewed the agreement and recommends approval.

Financial Impact: N/A

Attachment: General Service Agreement

Staff Recommendation: Approval of the item.

AGREEMENT
FOR
ENGINEERING SERVICES

BETWEEN

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

AND

Cowan Group Engineering, LLC
7100 N. Classen, Suite 500
Oklahoma City, OK 73116

THIS CONTRACT, made this _____ day of _____, 2022, by and between the City of Shawnee of Shawnee, Oklahoma, party of the first part, hereinafter called the "CITY", and Cowan Group Engineering, LLC, Oklahoma City, Oklahoma, party of the second part, hereinafter called the "CONSULTANT".

I. PURPOSE

It is the desire of the CITY to procure engineering consulting services under an agreement and the desire of the CONSULTANT to perform such services. Therefore, the CITY and the CONSULTANT agree as follows:

The CONSULTANT shall perform duties as defined in Section II. All other projects shall be delivered under separate "TASK ORDER" contract.

II. THE CONSULTANT AGREES TO:

1. Be available to consult with staff on all matters relating to engineering.
2. Review all matters pertaining to engineering to ensure that undertakings proposed and implemented by the CITY and others are done in a manner that protects the CITY's interests and are in keeping with CITY goals, specifications and practices as well as with local, state, and federal laws.
3. Be available to the public and private developers to handle matters dealing with the engineering functions of CITY government.
4. Attend Board and Committee meetings as requested by the Mayor or his/her designee.
5. Direct other contract engineering services to assure compatible and timely response to CITY needs.
6. Maintain, at CITY Offices, engineering records and maps required to ensure accurate information is available to the CITY and public.

7. Prepare reports, investigations, studies and evaluations as may, from time to time, be required and directed by the Mayor or his/her designee.
8. Perform other engineering related functions as directed by the Mayor or his/her designee.
9. Advise the Mayor or his/her designee as to engineering and construction financing available from other government agencies and, when so directed, prepare and initiate applications for funding.
10. Provide technical assistance for CITY personnel when so directed.
11. Provide for enforcement of engineering related CITY ordinances.
12. Provide inspection services for investigations of engineering related complaints and conditions.
13. Assist clerical staff in management of records relating to engineering. Serve as liaison to the Mayor or his/her designee for engineering related matters. Provide public information regarding engineering matters.
14. Assist CITY personnel in the preparation of capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
15. Assist the Mayor or his/her designee in the review and evaluation of bid submittals.
16. Provide construction observation and management during the course of CITY projects. Act as Resident Engineer. Assist with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
17. Assist with the evaluation and/or processing of utility excavation permits, grading plans, sub-division maps and other engineering related issues.
18. Review proposed improvements and land developments and provide recommendations as to engineering matters to ensure conformance with CITY ordinances and State Law.
19. Provide a "turn around" checking time for maps and improvement plans generally not to exceed five (5) business days for first plan check after the application has been determined complete. The CONSULTANT shall be responsible for notifying the applicant and the CITY in writing of any deficiencies, specifying those items needed to complete the application.
20. Establish performance, labor, and material bond amounts when required and ensure the posting of such securities and other development fees within the proper time sequence of such development control.
21. Provide such necessary and related functions as are the normal practice of the City Engineer in control of private development.
22. To make available during regular office hours at its Oklahoma City office, all calculations, sketches, and drawings such as CITY may wish to examine periodically during

performance of this Contract.

23. To deliver to the CITY the original tracings of the completed plans and other pertinent drawings and documents for all PROJECTS and TASKS. Such documents to become the property of the CITY.
24. To submit to the CITY the CONSULTANT's estimate of the quantities of work units, incorporating all items of work included in the SCOPE OF SERVICES and the plans.
25. To comply with all federal, state and local laws, ordinances and regulations applicable to any PROJECT, including Title VI of the Civil Rights Act of 1964, as amended.
26. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all services performed, equipment or materials used, and services rendered in connection with the PROJECT or TASK.
27. To complete and deliver estimates to the CITY within the time allotted for a PROJECT or TASK; provided that the time of completion shall be exclusive of the time required for reviews by the approving parties or delays beyond the control of the CONSULTANT.
28. To accept via separate "TASK ORDER" contract(s), engineering design, study, and investigation work assigned by the CITY with compensation to be paid on an hourly basis based upon the appropriate and latest rate schedule specified in ATTACHMENT "A", Professional Rate Schedule. CITY shall not be bound to utilize the services of CONSULTANT on non-hourly based projects or projects expected to exceed \$20,000 in engineering costs. If the CONSULTANT cannot accept the project due to staff limitations, the CONSULTANT will advise the CITY in writing.
29. INSURANCE. CONSULTANT agrees to provide, maintain and pay for the following insurance:
 - a. CONSULTANT shall procure and maintain such insurance as will protect the CITY and CONSULTANT from damages resulting from errors, omissions and negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Contract and for which CONSULTANT is legally liable. Such policy of insurance shall be in an amount not less than \$1,000,000.00 subject to a deductible of not more than \$100,000.00.
 - b. A Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:
 - Workman's Compensation – Statutory
 - Employer's Liability - \$500,000 each occurrence
 - \$500,000 disease, each employee
 - \$500,000 disease, policy limit

- c. A comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CITY and CONSULTANT against all claims arising from injuries to persons or damage to property of the CITY and CONSULTANT or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this CONTRACT. The liability limit shall not be less than \$1,000,000.00 per occurrence for bodily injury, death and property damage.
- d. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any Work under this Contract. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, should the CONSULTANT modify insurance policies or change insurance provider, applicable hereto, then CONSULTANT shall supply CITY with updated insured certificates for the aforementioned limits. The CONSULTANT will have its insurance carrier add the CITY as an additional insured.

30. INDEMNITY

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the CITY, its agents, officers, directors and employees from any and all claims, demands, causes of action, lawsuits, damages, liabilities and costs, including reasonable attorneys' fees, arising out of or in any way related to CONSULTANT'S performance of services and other activities under this CONTRACT, including but not limited to field operations and vehicle operation and any negligent or intentional act of CONSULTANT or its employees, agents, or subcontractors.

CONSULTANT shall not be obligated to indemnify CITY in any manner whatsoever for the CITY's own negligence or omission.

III. CITY AGREES

- 1. To furnish all available data, including applications, reports, design calculations, drawings and pertinent correspondence with State and Federal agencies.
- 2. To pay the CONSULTANT for its services in accordance with the requirements of this CONTRACT.
- 3. To provide a right of entry for CONSULTANT'S personnel in performing the services.
- 4. To promptly review all preliminary submittals from the CONSULTANT and to transmit suggested revisions, modifications or changes to be made.
- 5. To notify the CONSULTANT at least two (2) working days in advance of any scheduled discussion or information to be presented by the CONSULTANT.
- 6. To utilize CONSULTANT for engineering, and planning projects during the term of this agreement unless the CONSULTANT advises in writing according to aforementioned Section II Paragraph 28. Projects, functions, and tasks shall include, but not be limited to:

- a. Advise and represent the CITY on general engineering issues;
- b. Interact with staff, public officials, developers, and the public regarding engineering issues;
- c. Assist with the development of ordinances and regulations related to development, design standards, utility system operations, and other engineering-related areas; and
- d. Assist with minor engineering projects ranging from drainage, water, sewer, transportation, streets, parks, etc.

IV. PAYMENT PROVISIONS

1. Payment to the CONSULTANT for the performance of the "CITY ENGINEERING" services shall be on a time and materials basis as outlined in ATTACHMENT "A", Professional Rate Schedule.
2. CONSULTANT shall render monthly billing statements for services actually performed for the preceding month. Invoices should be received by the 15th day of each month, and should be accompanied with a detail of the charges for each function, task, or project, along with a description of the work completed. The preparation of billing statements shall not be a billable charge.
3. Payment to CONSULTANT will be made within thirty (30) days from receipt of invoice from CONSULTANT. Refer to CONSULTANT'S STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES at <http://www.cowangroup.co/terms>.
4. If additional services are necessary, the CONSULTANT will be given written notice by the CITY along with a request for an estimate fee for performance of such additions, but no additional services shall be performed nor shall additional compensation be paid except on the basis of a supplemental Contract signed by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE

1. CITY and the CONSULTANT may terminate this Contract at any time, upon thirty (30) days written notice to the other party. The CONSULTANT shall be paid the reasonable value of the services rendered up to the effective date of termination; provided however, in the event CITY terminates this Agreement based upon failure of the CONSULTANT to timely perform assignments and states such reason in the Notice of Termination, CONSULTANT shall not be permitted to continue on such assignments in the thirty (30) day period between the date of the Notice and the effective date of the Termination unless CITY agrees to such additional work in writing and in the absence of such written agreement, CONSULTANT shall be paid the reasonable value of the services rendered up to the date of the Notice of Termination.
2. Original tracings, engineering plans and other pertinent drawings and documents pertaining to any PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT's services in accordance with this Contract; and there shall be no restriction or limitation on their further use by the CITY.

3. That the services to be performed by the CONSULTANT under the terms of this Contract are personal and cannot be assigned, subcontracted or transferred without specific consent of the CITY.
4. In the event of unavoidable delays reasonable extensions in the time allotted for CONSULTANT's services will be granted by the CITY, provided, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefore.
5. It is further agreed that this Contract and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.
6. This Contract shall be governed by the laws of the State of Oklahoma. Any legal action brought relating to this Contract shall be filed only in the state or federal courts located in Oklahoma.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Contract as of the date first written above.

**CITY OF SHAWNEE
SHAWNEE, OKLAHOMA**

By _____

Date

Title _____

ATTEST:

CLERK/SECRETARY

Cowan Group Engineering, LLC

By Jeff Cowan

11/15/2022
Date

Title CEO

Regular Board of Commissioners

9.

Meeting Date: 11/21/2022

Task Order

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Water System Improvements along Mark Street, Center Avenue, Independence Avenue, and Kiowa Street.

Attachments

Task Order



Office of Engineering

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

Date: November 17, 2022
To: City Commission
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a Task Order in accordance with the agreement between the City of Shawnee and Cowan Group Engineering, LLC for Water System Improvements along Mark Street, Center Avenue, Independence Street, and Kiowa Street.

Background: On September 9, 2022, Engineering and Public Works briefed the City Commission on multiple projects for which American Rescue Plan Act (ARPA) Funding would be used. This item is the first of multiple design services task orders furthering this effort. The identified project will be a removal and replacement of an existing watermain along Independence Street, Mark Street, and Kiowa Street, and a looping/extension project along Center Avenue. A visual of the project scope is attached to this memo.

For the last five years, there has been five main breaks per year in the project area, and it has been outlined as a high priority. This project bundle also addresses seven projects previously identified in the 2014 Utility Master Plan.

Cowan Group Engineering, LLC has been selected for this design, and their task order is for \$255,750. The project scope includes:

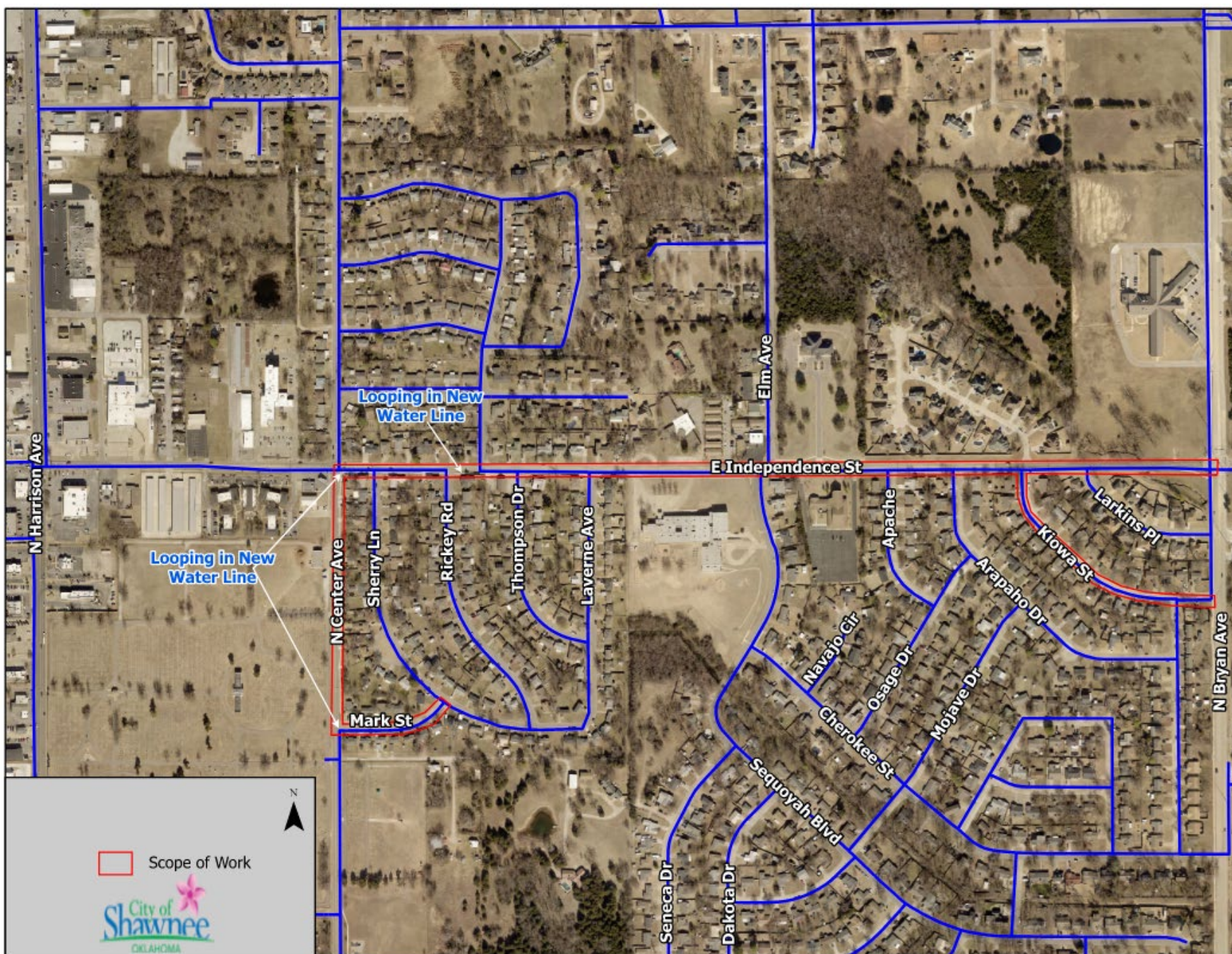
- Survey
- Preliminary and Final Design
- Bidding
- Limited Construction Administration

Staff has reviewed the task order agreement and recommends approval.

Financial Impact: \$255,750; funded from Capital Outlay-Buildings and Improvements, 304-5-1040-542000

Attachment: Task Order No. 1.

Staff Recommendation: Approval of the item.



TASK ORDER FORM

Task Order

In accordance with the Proposal Agreement between Owner and Consultant for Professional Services, dated _____, 2022 ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Shawnee/Shawnee Municipal Authority
- c. Consultant: Cowan Group Engineering, LLC
- d. Specific Project (title): Water System Improvements
- e. Specific Project (description): The basic scope of services includes the topographic survey, boundary retracement, and engineering planning and design for a new waterline to replace aging waterlines. The project includes approximately 6,400 LF of 12-inch and 8- inch waterline replacements. The conceptual plan of the project is defined in Attachment "A" and the preliminary engineering construction cost estimate is in Attachment "B".

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are:

Phase 1 – Land Survey

- Retrace property boundaries
- Call OKIE locates and survey located features
- Land survey to verify horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system. Provide primary and secondary project control based on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates South Zone.
- Field topographic land survey for surface features including: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, etc. Locate above-ground natural and man-made features, including fences, and drainage structures. Existing underground utilities will be shown based upon available records and Call-Okie locates.
- Provide a grid of ground points along with break lines will be collected for the purpose of creating a digital terrain model (DTM) and provide contours at 1-foot intervals from the DTM data.
- Set and identify four (4) benchmarks relative to NAVD 88 for vertical control
- Contact and locate each privately-owned Utility.
- Coordinate underground piping locations and provide a detailed drawing for each pipe to include, but not limited to, depth, size, type, surveyed location of findings.

Phase 2 – Preliminary Design

- Incorporate approved conceptual alignment into preliminary construction drawings
- Prepare preliminary waterline design
- Coordinate existing utilities and applicable extensions
- Prepare contract documents and specifications
- Prepare preliminary cost estimate
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format
- Prepare and deliver construction drawings to utility companies. Coordinate with the City and utility companies. Attend one (1) utility conference meeting to review preliminary construction drawings and coordinate schedules
- Attend one (1) review meeting with Owner and Stakeholders

Phase 3 – Final Design

- Incorporate comments into final construction drawings
- Construction drawings shall include, but not limited to the final construction drawing sheets:
 - Cover Sheet
 - Pay Quantities and Notes
 - Survey Data
 - Plan and Profiles
 - Standard Details
 - Special Details
 - Erosion Control
- Prepare contract documents and specifications for one (1) base bid
- Prepare final construction cost estimate
- Prepare engineering report per Oklahoma Department of Environmental Quality (ODEQ)
- Prepare and submit ODEQ permits and applications
- Coordinate utility services and extensions
- Prepare individual legal descriptions and exhibits for temporary and permanent easements for required parcels (\$750 per parcel)
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
- Attend one (1) review meeting with Owner and Stakeholders

Phase 4 – Bidding

- Finalize the construction drawings and contract documents into one (1) bid package
- Coordinate bid advertisement
- Attend pre-bid meeting (as required)
- Prepare addendums (as required)
- Prepare bid tabulations and review with Owner and make recommendation
- Assist in preparation agreement with selected Contractor for Owner/Contractor execution
- Issue notice to proceed to Contractor with Owner approval

Phase 5 – Construction Administration

- Attend pre-work meeting
- Review and approval of submittals
- Address request for information from Contractor
- Review, process and approve pay applications for Owner approval
- Prepare record drawings
- Participate in bi-weekly meetings. (80 Hours Maximum)
- Conduct one (1) final inspection, acceptance, and report

- B. All of the services included above comprise Basic Services for purposes of Consultant's compensation under this Task Order.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Plan Revisions**
 - **Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services. Agency plan review comments are not included as part of minor revisions to plan documents.**
- **Water or wastewater modeling**
- **Phase I environmental study and clearance**
- **Right of way or easement acquisitions or staking**
- **Permit fees for City, County or State**
- **Daily Construction Resident Engineer or Inspection**
- **Construction staking**

3. Task Order Schedule

In addition to any schedule provisions provided, the parties shall meet the following schedule:

- Notice to Proceed – December 13, 2022
- Land Survey (30 days) – January 13, 2023
- Preliminary Design (90 days) – April 13, 2023
- Final Design (30 days) – May 13, 2023

4. Payments to Consultant

- A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Task Order Fee Structure

Phase	SCOPE OR SERVICE DESCRIPTION	FEE
1	Land Survey	27,050
2	Preliminary Design	99,600
3	Final Design	83,200
4	Bidding	11,900
5	Construction Administration	34,000

Compensation

For Basic Services performed under this specific Task Order Number One, the Owner shall pay the Consultant a lump sum amount of **\$255,750**, including reimbursable expenses.

- B. The terms of payment are set forth in the Proposal Agreement.

The Effective Date of this Task Order is _____.

OWNER:

CONSULTANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

ATTACHMENT "A"



ATTACHMENT "B"



COWAN GROUP ENGINEERING
7100 N CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F



PROJECT NAME INDEPENDENCE STREET WATERLINE
DESCRIPTION WATERLINE EXTENSION
LOCATION SHAWNEE, OKLAHOMA
PHASE PRELIMINARY ESTIMATE
DATE 10/17/2022

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	1	LSUM	\$ 105,000.00	\$ 105,000.00
2	12" HDPE PIPE DR-14 BY (HDD)	4,000	LF	\$ 200.00	\$ 800,000.00
3	6" HDPE PIPE DR-14 BY (TRENCHING)	88	LF	\$ 75.00	\$ 6,600.00
4	6" HDPE PIPE DR-14 BY (HDD)	240	LF	\$ 125.00	\$ 30,000.00
5	12" STEEL CASING BY (BORING)	240	LF	\$ 1,250.00	\$ 300,000.00
6	TRENCHING 0' TO 10'	88	LF	\$ 10.00	\$ 880.00
7	SERVICE LINE SHORT	3	EA	\$ 2,500.00	\$ 7,500.00
8	SERVICE LINE LONG	19	EA	\$ 5,000.00	\$ 95,000.00
9	CONCRETE COLLAR	10	EA	\$ 500.00	\$ 5,000.00
10	FIRE HYDRANT ASSEMBLY (COMPLETE)	11	EA	\$ 8,000.00	\$ 88,000.00
11	MECHANICAL JOINT FITTINGS	4,864	LB	\$ 7.50	\$ 36,477.00
12	12" GATE VALVE & BOX	2	EA	\$ 3,000.00	\$ 6,000.00
13	8" GATE VALVE & BOX	11	EA	\$ 2,500.00	\$ 27,500.00
14	6" GATE VALVE & BOX	14	EA	\$ 1,500.00	\$ 21,000.00
15	REMOVE & REPLACE ASPHALT PAVEMENT	30	SY	\$ 110.00	\$ 3,300.00
16	REMOVE & REPLACE CONCRETE PAVEMENT	30	SY	\$ 150.00	\$ 4,500.00
17	REMOVE & REPLACE CONCRETE SIDEWALK	100	SY	\$ 65.00	\$ 6,500.00
18	SOLID SLAB SOD	152	SY	\$ 5.00	\$ 757.78
18	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 40,000.00	\$ 40,000.00
19	DISINFECTION AND TESTING	1	LSUM	\$ 24,000.00	\$ 24,000.00
20	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 32,000.00	\$ 32,000.00
BASE BID TOTAL					\$ 1,640,014.78
ADD ALTERNATE NO. 1 - CENTER AVENUE EXTENSION					
1	MOBILIZATION	1	LSUM	\$ 52,500.00	\$ 52,500.00
2	12" HDPE PIPE DR-14 BY (HDD)	1,190	LF	\$ 200.00	\$ 238,000.00
3	8" HDPE PIPE DR-14 BY (HDD)	555	LF	\$ 175.00	\$ 97,125.00
4	6" HDPE PIPE DR-14 BY (TRENCHING)	24	LF	\$ 75.00	\$ 1,800.00
5	TRENCHING 0' TO 10'	24	LF	\$ 10.00	\$ 240.00
6	SERVICE LINE SHORT	5	EA	\$ 2,500.00	\$ 12,500.00
7	SERVICE LINE LONG	7	EA	\$ 5,000.00	\$ 35,000.00
8	CONCRETE COLLAR	4	EA	\$ 500.00	\$ 2,000.00
9	FIRE HYDRANT ASSEMBLY (COMPLETE)	3	EA	\$ 8,000.00	\$ 24,000.00
10	MECHANICAL JOINT FITTINGS	1,002	LB	\$ 7.50	\$ 7,515.00
11	6"X6" TAPPING SLEEVE & VALVE W/ BOX	1	EA	\$ 6,000.00	\$ 6,000.00
12	12" GATE VALVE & BOX	1	EA	\$ 3,000.00	\$ 3,000.00
13	8" GATE VALVE & BOX	1	EA	\$ 2,500.00	\$ 2,500.00
14	6" GATE VALVE & BOX	3	EA	\$ 1,500.00	\$ 4,500.00

15	REMOVE & REPLACE ASPHALT PAVEMENT	10	SY	\$ 110.00	\$ 1,100.00
16	REMOVE & REPLACE CONCRETE PAVEMENT	10	SY	\$ 150.00	\$ 1,500.00
17	REMOVE & REPLACE CONCRETE SIDEWALK	4	SY	\$ 65.00	\$ 260.00
18	SOLID SLAB SOD	43	SY	\$ 5.00	\$ 213.33
18	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 15,000.00	\$ 15,000.00
19	DISINFECTION AND TESTING	1	LSUM	\$ 9,500.00	\$ 9,500.00
20	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 19,000.00	\$ 19,000.00
ADD ALTERNATE NO. 1 TOTAL					\$ 533,253.33
ADD ALTERNATE NO. 2 - KIOWA AVENUE EXTENSION					
1	MOBILIZATION	1	LSUM	\$ 45,000.00	\$ 45,000.00
2	8" HDPE PIPE DR-14 BY (HDD)	1,200	LF	\$ 175.00	\$ 210,000.00
3	6" HDPE PIPE DR-14 BY (TRENCHING)	26	LF	\$ 75.00	\$ 1,950.00
4	TRENCHING 0' TO 10'	26	LF	\$ 10.00	\$ 260.00
5	SERVICE LINE SHORT	13	EA	\$ 2,500.00	\$ 32,500.00
6	SERVICE LINE LONG	15	EA	\$ 5,000.00	\$ 75,000.00
7	CONCRETE COLLAR	4	EA	\$ 500.00	\$ 2,000.00
8	FIRE HYDRANT ASSEMBLY (COMPLETE)	2	EA	\$ 8,000.00	\$ 16,000.00
9	MECHANICAL JOINT FITTINGS	438	LB	\$ 7.50	\$ 3,285.00
10	12"X8" TAPPING SLEEVE & VALVE W/ BOX	1	EA	\$ 9,000.00	\$ 9,000.00
11	8" GATE VALVE & BOX	2	EA	\$ 2,500.00	\$ 5,000.00
12	6" GATE VALVE & BOX	2	EA	\$ 1,500.00	\$ 3,000.00
13	REMOVE & REPLACE ASPHALT PAVEMENT	5	SY	\$ 110.00	\$ 550.00
14	REMOVE & REPLACE CONCRETE PAVEMENT	5	SY	\$ 150.00	\$ 750.00
15	REMOVE & REPLACE CONCRETE SIDEWALK	4	SY	\$ 65.00	\$ 260.00
16	SOLID SLAB SOD	50	SY	\$ 5.00	\$ 247.78
16	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 11,000.00	\$ 11,000.00
17	DISINFECTION AND TESTING	1	LSUM	\$ 6,000.00	\$ 6,000.00
18	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 12,500.00	\$ 12,500.00
ADD ALTERNATE NO. 2 TOTAL					\$ 434,302.78
BASE BID + ADD ALTERNATE NO. 1					\$ 2,173,268.11
CONTINGENCY (20%)					\$ 434,654.00
CONSTRUCTION TOTAL					\$ 2,607,922.11
BASE BID + ADD ALTERNATE NO. 2					\$ 2,074,317.56
CONTINGENCY (20%)					\$ 414,864.00
CONSTRUCTION TOTAL					\$ 2,489,181.56
BASE BID + ADD ALTERNATE NO. 1 & 2					\$ 2,607,570.89
CONTINGENCY (20%)					\$ 521,515.00
CONSTRUCTION TOTAL					\$ 3,129,085.89

Regular Board of Commissioners

10.

Meeting Date: 11/21/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the City of Shawnee Authorizing the application for American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Attachments

Resolution



City Manager's Office

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

Date: November 17, 2022
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a resolution of the City of Shawnee Authorizing the application for American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Background: This application is for a competitive grant administered by the Oklahoma Water Resources Board. This competitive grant is separate and independent from the \$8.35 million the City of Shawnee received in direct allocation from the U.S. Treasury as an entitlement community and is also separate from the \$9.9 million the City of Shawnee has been allocated to receive from OWRB through a designated grant from the State of Oklahoma.

The project recommended for submission with this application includes approximately 6,400 linear feet of 8-inch and 12-inch waterline replacements. In Attachment A of the enclosed Task Order, the project map reflects the line replacement segments with red borders.

The estimated project costs entail:

Engineer Cost:	\$255,750.00
<u>Construction Total (Estimate):</u>	<u>\$3,129,085.89</u>
Total Estimated Cost:	\$3,384,835.89

Shawnee's population places this application in the medium to large sized community grant program, which encompasses all communities with a population greater than 7,000. The category has \$40 million in total funding available, and an individual grant applicant may be awarded up to \$2 million. The grant applicant must provide a matching contribution of at least 50% of the project cost.

The funding for the 50% matching requirement would be provided from the direct allocation of ARPA funds received from the U.S. Treasury.

City of Shawnee:	\$1,692,417.95
OWRB-ARPA Competitive Grant:	\$1,692,417.94

The grant application is due November 30, 2022, and OWRB anticipates notifying grant applicants within 90 days.

Financial Impact: N/A.

Attachment: Resolution, engineer draft task order and estimate.

Staff Recommendation: Approval of the item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE AUTHORIZING THE APPLICATION FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD.

WHEREAS, critical public water supply infrastructure needs have made it justifiable to apply for OWRB ARPA grant funds, and

WHEREAS, it is in the best interest of the citizens of Shawnee to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee that the aforementioned situation is hereby recognized and declared to exist, and by reason thereof, Ed Bolt, Mayor of the City of Shawnee, is hereby authorized and directed to sign an application and related documents necessary to file and process an ARPA grant application with the Oklahoma Water Resources Board on behalf of the City of Shawnee.

PASSED, APPROVED, AND ADOPTED this 21st day of November, 2022, by the City of Shawnee.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

TASK ORDER FORM

Task Order

In accordance with the Proposal Agreement between Owner and Consultant for Professional Services, dated _____, 2022 ("Agreement"), Owner and Consultant agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____
- b. Owner: City of Shawnee/Shawnee Municipal Authority
- c. Consultant: Cowan Group Engineering, LLC
- d. Specific Project (title): Water System Improvements
- e. Specific Project (description): The basic scope of services includes the topographic survey, boundary retracement, and engineering planning and design for a new waterline to replace aging waterlines. The project includes approximately 6,400 LF of 12-inch and 8- inch waterline replacements. The conceptual plan of the project is defined in Attachment "A" and the preliminary engineering construction cost estimate is in Attachment "B".

2. Services of Consultant

- A. The specific services to be provided or furnished by Consultant under this Task Order are:

Phase 1 – Land Survey

- Retrace property boundaries
- Call OKIE locates and survey located features
- Land survey to verify horizontal control, vertical control, land ties according Oklahoma State Plane coordinate system. Provide primary and secondary project control based on available NGS monumentation and/or ties to NGS CORS/OPUS. Project horizontal datum will be NAD1983 projected on Oklahoma State Plane Coordinates South Zone.
- Field topographic land survey for surface features including: buildings, roads, railroads, drainage features, bridges, culverts, fences, driveways, poles, sidewalks, edge of tree groupings, fire hydrants, manholes, catch basins, existing utilities, etc. Locate above-ground natural and man-made features, including fences, and drainage structures. Existing underground utilities will be shown based upon available records and Call-Okie locates.
- Provide a grid of ground points along with break lines will be collected for the purpose of creating a digital terrain model (DTM) and provide contours at 1-foot intervals from the DTM data.
- Set and identify four (4) benchmarks relative to NAVD 88 for vertical control
- Contact and locate each privately-owned Utility.
- Coordinate underground piping locations and provide a detailed drawing for each pipe to include, but not limited to, depth, size, type, surveyed location of findings.

Phase 2 – Preliminary Design

- Incorporate approved conceptual alignment into preliminary construction drawings
- Prepare preliminary waterline design
- Coordinate existing utilities and applicable extensions
- Prepare contract documents and specifications
- Prepare preliminary cost estimate
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format
- Prepare and deliver construction drawings to utility companies. Coordinate with the City and utility companies. Attend one (1) utility conference meeting to review preliminary construction drawings and coordinate schedules
- Attend one (1) review meeting with Owner and Stakeholders

Phase 3 – Final Design

- Incorporate comments into final construction drawings
- Construction drawings shall include, but not limited to the final construction drawing sheets:
 - Cover Sheet
 - Pay Quantities and Notes
 - Survey Data
 - Plan and Profiles
 - Standard Details
 - Special Details
 - Erosion Control
- Prepare contract documents and specifications for one (1) base bid
- Prepare final construction cost estimate
- Prepare engineering report per Oklahoma Department of Environmental Quality (ODEQ)
- Prepare and submit ODEQ permits and applications
- Coordinate utility services and extensions
- Prepare individual legal descriptions and exhibits for temporary and permanent easements for required parcels (\$750 per parcel)
- Deliver three (3) hard copy drawings (11x17) and contract documents, and electronic PDF format.
- Attend one (1) review meeting with Owner and Stakeholders

Phase 4 – Bidding

- Finalize the construction drawings and contract documents into one (1) bid package
- Coordinate bid advertisement
- Attend pre-bid meeting (as required)
- Prepare addendums (as required)
- Prepare bid tabulations and review with Owner and make recommendation
- Assist in preparation agreement with selected Contractor for Owner/Contractor execution
- Issue notice to proceed to Contractor with Owner approval

Phase 5 – Construction Administration

- Attend pre-work meeting
- Review and approval of submittals
- Address request for information from Contractor
- Review, process and approve pay applications for Owner approval
- Prepare record drawings
- Participate in bi-weekly meetings. (80 Hours Maximum)
- Conduct one (1) final inspection, acceptance, and report

- B. All of the services included above comprise Basic Services for purposes of Consultant's compensation under this Task Order.

ADDITIONAL SERVICES

Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B". Additional services may include the following, but not limited to:

- **Plan Revisions**
 - **Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services. Agency plan review comments are not included as part of minor revisions to plan documents.**
- **Water or wastewater modeling**
- **Phase I environmental study and clearance**
- **Right of way or easement acquisitions or staking**
- **Permit fees for City, County or State**
- **Daily Construction Resident Engineer or Inspection**
- **Construction staking**

3. Task Order Schedule

In addition to any schedule provisions provided, the parties shall meet the following schedule:

- Notice to Proceed – December 13, 2022
- Land Survey (30 days) – January 13, 2023
- Preliminary Design (90 days) – April 13, 2023
- Final Design (30 days) – May 13, 2023

4. Payments to Consultant

- A. Owner shall pay Consultant for services rendered under this Task Order as follows:

Task Order Fee Structure

Phase	SCOPE OR SERVICE DESCRIPTION	FEE
1	Land Survey	27,050
2	Preliminary Design	99,600
3	Final Design	83,200
4	Bidding	11,900
5	Construction Administration	34,000

Compensation

For Basic Services performed under this specific Task Order Number One, the Owner shall pay the Consultant a lump sum amount of **\$255,750**, including reimbursable expenses.

- B. The terms of payment are set forth in the Proposal Agreement.

The Effective Date of this Task Order is _____.

OWNER:

CONSULTANT:

By: _____

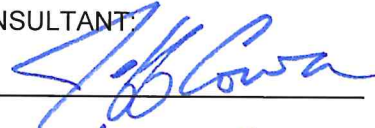
By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____


JEFF COWAN
CEO

ATTACHMENT "A"



ATTACHMENT "B"



COWAN GROUP ENGINEERING
7100 N CLASSEN, SUITE 500
OKLAHOMA CITY, OK 73116
405.463.3369 O
405.463.3381 F



PROJECT NAME INDEPENDENCE STREET WATERLINE
DESCRIPTION WATERLINE EXTENSION
LOCATION SHAWNEE, OKLAHOMA
PHASE PRELIMINARY ESTIMATE
DATE 10/17/2022

ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
BASE BID					
1	MOBILIZATION	1	LSUM	\$ 105,000.00	\$ 105,000.00
2	12" HDPE PIPE DR-14 BY (HDD)	4,000	LF	\$ 200.00	\$ 800,000.00
3	6" HDPE PIPE DR-14 BY (TRENCHING)	88	LF	\$ 75.00	\$ 6,600.00
4	6" HDPE PIPE DR-14 BY (HDD)	240	LF	\$ 125.00	\$ 30,000.00
5	12" STEEL CASING BY (BORING)	240	LF	\$ 1,250.00	\$ 300,000.00
6	TRENCHING 0' TO 10'	88	LF	\$ 10.00	\$ 880.00
7	SERVICE LINE SHORT	3	EA	\$ 2,500.00	\$ 7,500.00
8	SERVICE LINE LONG	19	EA	\$ 5,000.00	\$ 95,000.00
9	CONCRETE COLLAR	10	EA	\$ 500.00	\$ 5,000.00
10	FIRE HYDRANT ASSEMBLY (COMPLETE)	11	EA	\$ 8,000.00	\$ 88,000.00
11	MECHANICAL JOINT FITTINGS	4,864	LB	\$ 7.50	\$ 36,477.00
12	12" GATE VALVE & BOX	2	EA	\$ 3,000.00	\$ 6,000.00
13	8" GATE VALVE & BOX	11	EA	\$ 2,500.00	\$ 27,500.00
14	6" GATE VALVE & BOX	14	EA	\$ 1,500.00	\$ 21,000.00
15	REMOVE & REPLACE ASPHALT PAVEMENT	30	SY	\$ 110.00	\$ 3,300.00
16	REMOVE & REPLACE CONCRETE PAVEMENT	30	SY	\$ 150.00	\$ 4,500.00
17	REMOVE & REPLACE CONCRETE SIDEWALK	100	SY	\$ 65.00	\$ 6,500.00
18	SOLID SLAB SOD	152	SY	\$ 5.00	\$ 757.78
18	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 40,000.00	\$ 40,000.00
19	DISINFECTION AND TESTING	1	LSUM	\$ 24,000.00	\$ 24,000.00
20	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 32,000.00	\$ 32,000.00
BASE BID TOTAL					\$ 1,640,014.78
ADD ALTERNATE NO. 1 - CENTER AVENUE EXTENSION					
1	MOBILIZATION	1	LSUM	\$ 52,500.00	\$ 52,500.00
2	12" HDPE PIPE DR-14 BY (HDD)	1,190	LF	\$ 200.00	\$ 238,000.00
3	8" HDPE PIPE DR-14 BY (HDD)	555	LF	\$ 175.00	\$ 97,125.00
4	6" HDPE PIPE DR-14 BY (TRENCHING)	24	LF	\$ 75.00	\$ 1,800.00
5	TRENCHING 0' TO 10'	24	LF	\$ 10.00	\$ 240.00
6	SERVICE LINE SHORT	5	EA	\$ 2,500.00	\$ 12,500.00
7	SERVICE LINE LONG	7	EA	\$ 5,000.00	\$ 35,000.00
8	CONCRETE COLLAR	4	EA	\$ 500.00	\$ 2,000.00
9	FIRE HYDRANT ASSEMBLY (COMPLETE)	3	EA	\$ 8,000.00	\$ 24,000.00
10	MECHANICAL JOINT FITTINGS	1,002	LB	\$ 7.50	\$ 7,515.00
11	6"X6" TAPPING SLEEVE & VALVE W/ BOX	1	EA	\$ 6,000.00	\$ 6,000.00
12	12" GATE VALVE & BOX	1	EA	\$ 3,000.00	\$ 3,000.00
13	8" GATE VALVE & BOX	1	EA	\$ 2,500.00	\$ 2,500.00
14	6" GATE VALVE & BOX	3	EA	\$ 1,500.00	\$ 4,500.00

15	REMOVE & REPLACE ASPHALT PAVEMENT	10	SY	\$ 110.00	\$ 1,100.00
16	REMOVE & REPLACE CONCRETE PAVEMENT	10	SY	\$ 150.00	\$ 1,500.00
17	REMOVE & REPLACE CONCRETE SIDEWALK	4	SY	\$ 65.00	\$ 260.00
18	SOLID SLAB SOD	43	SY	\$ 5.00	\$ 213.33
18	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 15,000.00	\$ 15,000.00
19	DISINFECTION AND TESTING	1	LSUM	\$ 9,500.00	\$ 9,500.00
20	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 19,000.00	\$ 19,000.00
ADD ALTERNATE NO. 1 TOTAL					\$ 533,253.33
ADD ALTERNATE NO. 2 - KIOWA AVENUE EXTENSION					
1	MOBILIZATION	1	LSUM	\$ 45,000.00	\$ 45,000.00
2	8" HDPE PIPE DR-14 BY (HDD)	1,200	LF	\$ 175.00	\$ 210,000.00
3	6" HDPE PIPE DR-14 BY (TRENCHING)	26	LF	\$ 75.00	\$ 1,950.00
4	TRENCHING 0' TO 10'	26	LF	\$ 10.00	\$ 260.00
5	SERVICE LINE SHORT	13	EA	\$ 2,500.00	\$ 32,500.00
6	SERVICE LINE LONG	15	EA	\$ 5,000.00	\$ 75,000.00
7	CONCRETE COLLAR	4	EA	\$ 500.00	\$ 2,000.00
8	FIRE HYDRANT ASSEMBLY (COMPLETE)	2	EA	\$ 8,000.00	\$ 16,000.00
9	MECHANICAL JOINT FITTINGS	438	LB	\$ 7.50	\$ 3,285.00
10	12"X8" TAPPING SLEEVE & VALVE W/ BOX	1	EA	\$ 9,000.00	\$ 9,000.00
11	8" GATE VALVE & BOX	2	EA	\$ 2,500.00	\$ 5,000.00
12	6" GATE VALVE & BOX	2	EA	\$ 1,500.00	\$ 3,000.00
13	REMOVE & REPLACE ASPHALT PAVEMENT	5	SY	\$ 110.00	\$ 550.00
14	REMOVE & REPLACE CONCRETE PAVEMENT	5	SY	\$ 150.00	\$ 750.00
15	REMOVE & REPLACE CONCRETE SIDEWALK	4	SY	\$ 65.00	\$ 260.00
16	SOLID SLAB SOD	50	SY	\$ 5.00	\$ 247.78
16	CONSTRUCTION SIGNING & TRAFFIC CONTROL	1	LSUM	\$ 11,000.00	\$ 11,000.00
17	DISINFECTION AND TESTING	1	LSUM	\$ 6,000.00	\$ 6,000.00
18	TEMPORARY EROSION AND SEDIMENT CONTROL	1	LSUM	\$ 12,500.00	\$ 12,500.00
ADD ALTERNATE NO. 2 TOTAL					\$ 434,302.78
BASE BID + ADD ALTERNATE NO. 1					\$ 2,173,268.11
CONTINGENCY (20%)					\$ 434,654.00
CONSTRUCTION TOTAL					\$ 2,607,922.11
BASE BID + ADD ALTERNATE NO. 2					\$ 2,074,317.56
CONTINGENCY (20%)					\$ 414,864.00
CONSTRUCTION TOTAL					\$ 2,489,181.56
BASE BID + ADD ALTERNATE NO. 1 & 2					\$ 2,607,570.89
CONTINGENCY (20%)					\$ 521,515.00
CONSTRUCTION TOTAL					\$ 3,129,085.89

Regular Board of Commissioners

11.

Meeting Date: 11/21/2022

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Belmont Park Addition, Phase 2, on approximately 8.79 acres north of West MacArthur Street and east of Acme Road. Case No. FPL05-22, Applicant: J. Bentley Investments, LLC, represented by Grubbs Consulting, LLC.

Attachments

Final Plat



Community Development

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

Date: November 17, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Consideration of a request for a Final Plat, Belmont Park Addition, Phase 2, on ±8.79 acres north of West MacArthur Street and east of Acme Road.
Case No. FPL05-22 | Applicants: J. Bentley Investments, LLC.

Background: The subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres.

Staff reviewed the Final Plat submittal of the Belmont Park Addition, Phase 2 subdivision and found it meets the requirements of the subdivision regulations.

Planning Commission recommended approval of the application FPL05-22 at its regular November 2, 2022, meeting on a 4-0 vote.

Financial Impact: Not Applicable.

Attachment: Application and supporting documents.

Recommendation: Approval of Case No. FPL05-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 11.2.2022 – City of Shawnee, Oklahoma

Final Plat Application – FPL05-22 – Belmont Park Addition, Phase 2

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: October 26, 2022

Subject: FPL05-22 – Staff Report - Consideration of a request for a Final Plat, Belmont Park Addition, Phase 2, on ±8.79 acres north of West MacArthur Street and east of Acme Road.

=====

Background

The subject property is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres. The zoning was recently updated with the approval of an application for a Planned Unit Development (PUD01-22) of the property, which included rezoning to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District).

Discussion

Staff reviewed the Final Plat submittal of the Belmont Park Addition, Phase 2 subdivision for accuracy. The City Engineer is satisfied with the Final Plat as submitted.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL05-22** for the Final Plat of Belmont Park Addition, Phase 2 subdivision as presented.

This application will be heard at the City Commission meeting on Monday, November 21, 2022, at 6:00 p.m. in the City Hall Commission Chambers.



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only

Case Number: _____
Project Number : _____
Date Filed: _____
Amount Paid : _____
Receipt No.: _____

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT J. Bentley Investments, LLC
APPLICANT ADDRESS 3117 N. Sooner Road, #150, Edmond, OK 73034
APPLICANT PHONE NUMBERS _____
EMAIL ADDRESS justin@jbentleyinc.com
NAME OF PLAT Belmont Park Addition, Phase 2
LOCATION East of Acme Road and North of MacArthur Street
NUMBER OF ACRES 8.79 acres NUMBER OF LOTS 20 duplex & 2 commercial

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS \$3.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS \$2.00 PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 22 \$44
PLUS \$1.00 PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$269

OWNER/DEVELOPER INFORMATION:

NAME J. Bentley Investments, LLC
ADDRESS 3117 N. Sooner Road, #150, Edmond, OK 73034
CONTACT NUMBERS Mark Grubbs, 405-265-0641
EMAIL ADDRESS mark.grubbs@gc-okc.com

PROJECT ENGINEER INFORMATION:

NAME Mark Grubbs, PE
ADDRESS 1800 S. Sara Road, Yukon, OK 73099
CONTACT NUMBERS 405-265-0641
EMAIL ADDRESS mark.grubbs@gc-okc.com

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**

FINAL PLAT DRAFT

BELMONT PARK ADDITION
PHASE 2

A REPLAT OF LOTS 1 & 2, BELMONT PARK COMMERCIAL II, AND A TRACT OF
LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO
(2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN
MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS:

THAT J. BENTLEY INVESTMENTS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS TO ALL OF THE
LAND SHOWN HEREON, HEREBY CERTIFIES THAT THEY ARE THE OWNER OF, AND THE ONLY PERSON, FIRM
OR CORPORATION HAVING TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE FINAL PLAT OF
BELMONT PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY,
OKLAHOMA. IT HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN ON SAID FINAL PLAT,
WHICH SAID FINAL PLAT REPRESENTS A CAREFUL SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER
THE FINAL PLAT OF BELMONT PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA, BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION
TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, CITY OF
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

THEY FURTHER CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS OR
CORPORATIONS WHO HAVE ANY RIGHT, TITLE OR INTEREST TO THE LAND INCLUDED IN THE ABOVE
MENTIONED FINAL PLAT, AND THEY DO HEREBY DEDICATE ALL DRAINAGE AND UTILITY EASEMENTS,
UNLESS OTHERWISE NOTED AS PRIVATE, AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC
FOR DRAINAGE AND UTILITY PURPOSES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS
AND ASSIGNS FOREVER AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

THE PRIVATE DRIVE AND ACCESS EASEMENT SHOWN HEREON PROVIDES ACCESS AND LEGAL FRONTAGE TO
ALL LOTS. THE MAINTENANCE OF THE PRIVATE DRIVE WITHIN THE PRIVATE DRIVE AND ACCESS EASEMENT
IS THE RESPONSIBILITY OF THE PROPERTY OWNERS WITHIN THE PLAT. THE PRIVATE DRIVE AND ACCESS
EASEMENT SHALL REMAIN OPEN AND/OR ACCESSIBLE FOR EMERGENCY VEHICLES AND PUBLIC UTILITY
VEHICLES. PARKING IS NOT PERMITTED WITHIN SAID EASEMENT; HOWEVER, MANEUVERING FOR PARKING IS
PERMITTED.

SIGNED BY THE OWNER THIS ____ DAY OF ____, 20__

J. BENTLEY INVESTMENTS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY

JUSTIN RAMER, MEMBER/MANAGER

STATE OF OKLAHOMA)
COUNTY OF ____) SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS ____ DAY OF ____, 20__, PERSONALLY APPEARED JUSTIN RAMER, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER/MEMBER, AND DULY ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY YEAR LAST ABOVE WRITTEN.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____, 20__

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC

MY COMMISSION NO.: ____

CERTIFICATION OF PLANNING COMMISSION:

I, ____ OF THE CITY PLANNING COMMISSION, OF THE CITY OF SHAWNEE, OKLAHOMA,
HEREBY CERTIFY THAT THE SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF BELMONT
PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
AT A MEETING THE ____ DAY OF ____, 20__

SIGNED BY THE CHAIRMAN THIS ____ DAY OF ____, 20__

CHAIR

CERTIFICATE OF CITY CLERK:

I, ____ CITY CLERK OF THE CITY OF SHAWNEE, OKLAHOMA, HEREBY CERTIFY THAT I
HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS ON UN-MATURED
INSTALLMENTS UPON SPECIAL ASSESSMENT HAVE BEEN PAID IN FULL AND THAT THERE ARE NO SPECIAL
ASSESSMENT PROCEDURES NOW PENDING AGAINST THE LAND SHOWN ON THE FINAL PLAT OF BELMONT
PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA.

SIGNED BY THE CITY CLERK THIS ____ DAY OF ____, 20__

CITY CLERK

ACCEPTANCE OF DEDICATION BY CITY COMMISSION:

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE THAT THE DEDICATIONS SHOWN ON
THE FINAL PLAT OF BELMONT PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA, ARE HEREBY ACCEPTED.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE THIS ____ DAY OF ____, 20__

CITY CLERK

MAYOR

COUNTY TREASURER'S CERTIFICATE:

I, ____ DO HEREBY CERTIFY THAT I AM THE DULY QUALIFIED AND ACTING
COUNTY TREASURER OF POTTAWATOMIE COUNTY AND THAT THE TAX RECORDS OF SAID COUNTY SHOW
THAT ALL TAXES FOR THE YEARS ____ AND PRIOR YEARS ARE PAID ON THE FINAL PLAT OF BELMONT
PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA,
THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICES OF THE COUNTY
TREASURER GUARANTEEING THE CURRENT YEAR'S TAXES.

IN WITNESS THEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS
____ DAY OF ____, 20__

COUNTY TREASURER

BONDED ABSTRACTOR'S CERTIFICATE:

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR POTTAWATOMIE COUNTY
AND STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND
SHOWN ON THE FINAL PLAT OF BELMONT PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE
COUNTY, OKLAHOMA, IS VESTED IN J. BENTLEY INVESTMENTS, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AS TO ALL OF
THE LAND SHOWN HEREON. THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE
WITH THE CLERK THEREOF THAT THE TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS, THAT THERE ARE NO
OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE
ARE NO LIENS, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT, EXCEPT
MORTGAGES, RIGHTS-OF-WAY, EASEMENTS, AND MINERAL CONVEYANCES OF RECORD.

IN WITNESS THEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS ____ DAY OF ____, 20__

FIRST AMERICAN TITLE INSURANCE COMPANY

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS ____ DAY OF ____, 20__, PERSONALLY APPEARED ____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF TO THE FOREGOING INSTRUMENT AS ITS MANAGER/MEMBER AND DULY ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME AS HIS/HER FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SUCH CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____, 20__

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC

MY COMMISSION NO.: ____

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, DAMON K. DURHAM, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE FINAL
PLAT OF BELMONT PARK ADDITION PHASE 2, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA,
CONSISTING OF 1 SHEET, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF ____,
20__, AND THAT THE PLAT OF SURVEY IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND THAT ALL MONUMENTS
SHOWN HEREON ACTUALLY EXIST.

I FURTHER CERTIFY THAT THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND
SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND
SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE
OKLAHOMA STATE STATUTES.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____, 20__

DAMON K. DURHAM, P.L.S. NO. 1521

DURHAM SURVEYING, INC.

STATE OF OKLAHOMA)

COUNTY OF CANADIAN) SS:

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
DAMON K. DURHAM, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT
AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND SEAL THIS ____ DAY OF ____, 20__

MY COMMISSION EXPIRES: ____

NOTARY PUBLIC

MY COMMISSION NO.: ____

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF BELMONT PARK COMMERCIAL II, AN ADDITION TO THE CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 202000011625,
AND A PORTION OF UN-PLATTED LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP
TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4);

THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF
300.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF BELMONT PARK
COMMERCIAL, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE PLAT
RECORDED IN INSTRUMENT NUMBER 201700013786;

THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE
SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY,
OKLAHOMA, ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NUMBER 201700013786;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID BELMONT PARK ADDITION FOR THE FOLLOWING THREE (3)
COURSES:

1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET;

2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET;

3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET, (308.99 FEET PLATTED), TO THE NORTHEAST CORNER OF
SAID ADDITION;

THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE
OF 290.00 FEET;

THENCE SOUTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE
OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4);

THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER
OF SAID BELMONT PARK COMMERCIAL II;

THENCE ALONG THE SOUTH AND WEST LINES OF SAID BELMONT PARK COMMERCIAL II FOR THE FOLLOWING TWO (2)
COURSES:

1. SOUTH 89°19'11" WEST, CONTINUING ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE
OF 200.00 FEET;

2. NORTH 00°34'33" WEST, A DISTANCE OF 190.00 FEET TO THE NORTHWEST CORNER OF SAID BELMONT PARK
COMMERCIAL II;

THENCE ALONG THE EAST AND NORTH LINES OF BELMONT PARK COMMERCIAL FOR THE FOLLOWING TWO (2)
COURSES:

1. NORTH 00°34'33" WEST, A DISTANCE OF 110.00 FEET;

2. SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF
300.00 FEET TO THE POINT OF BEGINNING.

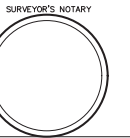
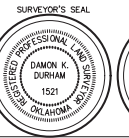
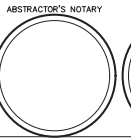
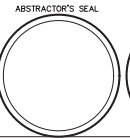
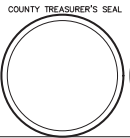
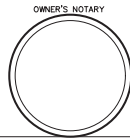
SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS.

THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST
QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34'33" WEST.

DURHAM SURVEYING, INC.

1800 SOUTH SARA ROAD, YUKON, OKLAHOMA 73099

Ph: (405) 265-3404 Fax: (405) 265-0649 CERTIFICATE OF AUTHORIZATION NO. 5313 EXPIRATION DATE: JUNE 30, 2024



DATE OF PREPARATION: OCTOBER 4, 2022

FINAL PLAT OF BELMONT PARK ADDITION PHASE 2 SHEET FP1 OF FP2

PLAT NOTES:

1. MAINTENANCE OF COMMON AREAS AND PRIVATE DRIVES SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS &/OR PROPERTY OWNERS ASSOCIATION. NO STRUCTURES, STORAGE OF MATERIAL, GRADING, FILL OR OTHER OBSTRUCTIONS, INCLUDING FENCES, EITHER TEMPORARY OR PERMANENT, SHALL BE PLACED WITHIN THE DRAINAGE RELATED COMMON AREAS AND/OR DRAINAGE EASEMENTS SHOWN. CERTAIN AMENITIES SUCH AS, BUT NOT LIMITED TO, WALKS, BENCHES, PIERS, AND DOCKS SHALL BE PERMITTED IF INSTALLED IN A MANNER TO MEET THE REQUIREMENTS SPECIFIED ABOVE.
2. SHARED PARKING & ACCESS PERMITTED BETWEEN LOTS 1 & 2, BLOCK 3.
3. 20' B/L IS BASED OFF OF AND SET BACK FROM PRIVATE DRIVE EASEMENT.
4. THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-106 OF THE OKLAHOMA STATE STATUTES.
5. CENTERLINE OF RIGHT OF WAY MONUMENTS SHALL BE AS FOLLOWS:
MAGNETIC NAIL WITH SHINER STAMPED "DURHAM CA 5313" FOR ALL PAVED SURFACES OR #3 BAR WITH CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED FOR ALL UNPAVED SURFACES.
6. THE FINAL PLAT BOUNDARY AND LOT CORNER MONUMENTS SHALL BE AS FOLLOWS:
#3 BAR WITH CAP STAMPED "DURHAM CA 5313" UNLESS OTHERWISE NOTED

FINAL PLAT DRAFT

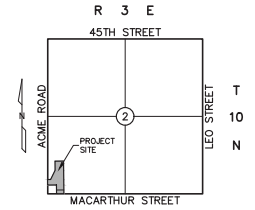
BELMONT PARK ADDITION

PHASE 2

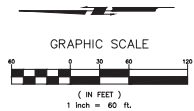
A REPLAT OF LOTS 1 & 2, BELMONT PARK COMMERCIAL II, AND A TRACT OF LAND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA

OWNER:
J. BENTLEY INVESTMENTS, LLC
1800 S. SARA RD.
YUKON, OK 73099
(405) 265-0641
FAX: (405) 265-0649

ENGINEER:
GRUBBS CONSULTING, LLC
1800 S. SARA RD.
YUKON, OK 73099
(405) 265-0641
FAX: (405) 265-0649

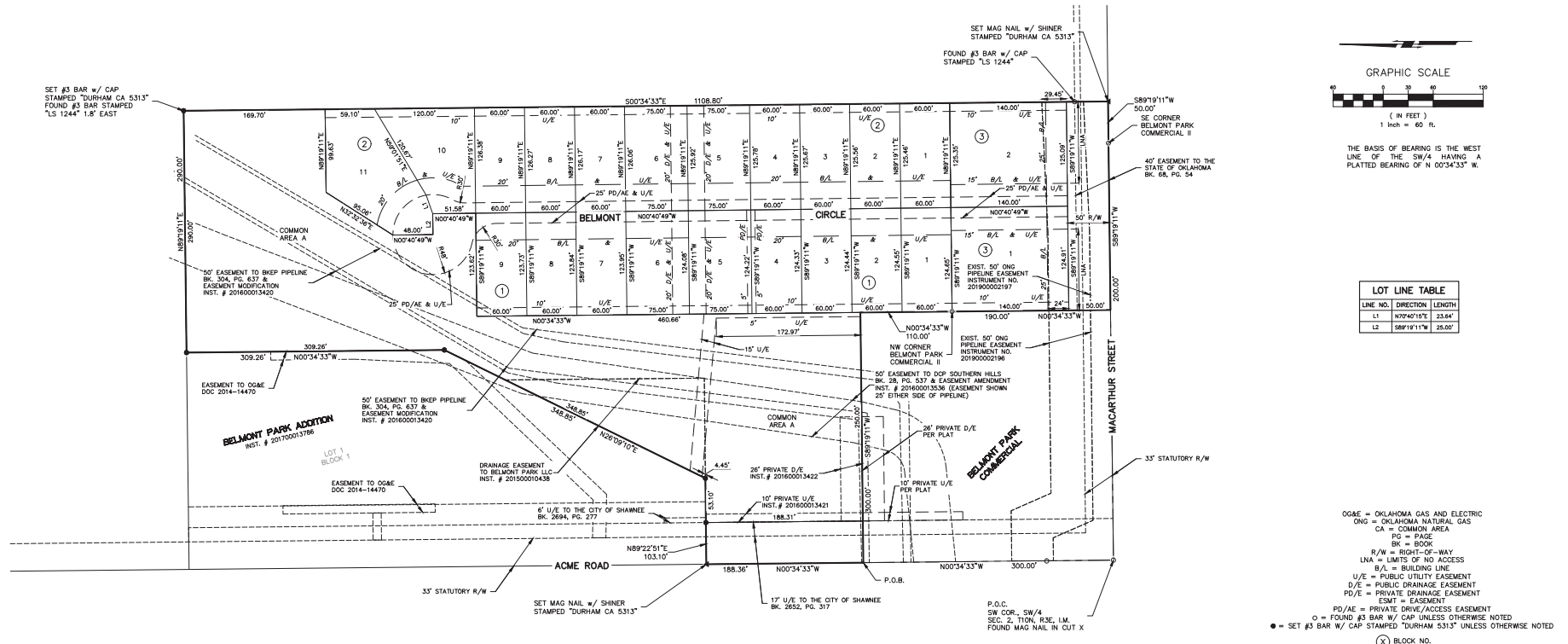


LOCATION MAP
SCALE: 1"=200'



THE BASIS OF BEARING IS THE WEST LINE OF THE SW/4 HAVING A PLATTED BEARING OF N 07°34'33" W.

LOT LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N 07°40'15" W	23.64'
L2	S 89°19'11" W	25.00'



DURHAM SURVEYING, INC.
1800 SOUTH SARA ROAD, YUKON, OKLAHOMA 73099
Ph: (405) 265-3404 Fax: (405) 265-0649 CERTIFICATE OF AUTHORIZATION NO. 5313 EXPIRATION DATE: JUNE 30, 2024

GRUBBS CONSULTING, LLC
CIVIL ENGINEERING & LAND PLANNING
1800 S. Sara Road
Yukon, OK 73099
Phone: (405) 265-0641
Fax: (405) 265-0649
GRUBBS CONSULTING, LLC CERTIFICATE OF AUTHORIZATION NO. CA 9115 EXP. 06/30/2024

Regular Board of Commissioners

12.

Meeting Date: 11/21/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 4731 North Union Avenue, containing approximately 16.25 acres, from A-1 (Rural Agriculture District) to R-3 (Multifamily Residential District) with a PUD (Planned Unit Development). Case No. PUD02-22, Applicant: David M. Box representing Donna Parmer.

Attachments

Staff Report



Community Development

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

Date: November 17, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request for a Planned Unit Development (PUD) on approximately 16.25 acres at the property located at 4731 N. Union Ave.
Case No. PUD02-22 | Applicants: David M. Box

Background: The request for Case No. PUD02-22 was on the agenda of the November 2, 2022, Planning Commission meeting. However, the applicant withdrew the application before the meeting. Public notice had already been served, thus its presence on the agenda

Financial Impact: Not Applicable.

Attachment: Not Applicable.

Recommendation: No action required.



Planning Commission Meeting – 11.2.2022 – City of Shawnee, Oklahoma

Staff Report – PUD02-22 – Planned Unit Development – 4731 N. Union Ave.

=====

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: October 26, 2022

Subject: PUD02-22 – Public hearing and consideration of a request for a PUD (Planned Unit Development) on ±16.25 acres located at 4731 N. Union Avenue.

=====

The applicant has withdrawn this PUD application.

No action is required

PLANNING COMMISSION APPLICATION



City of Shawnee Community Development Department

222 N. Broadway
Shawnee, OK 74801
(405) 878-1672
www.ShawneeOK.org

For Office Use Only

Case Number: _____

Project Number: _____

Date Filed: _____

Planning Commission Secretary

REQUEST:

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

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A-1 District to PUD/R-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 4731 N. Union Ave.

LEGAL DESCRIPTION: See attached.

PROPERTY OWNER (S): Donna M. Parmer

PROPERTY AGENT (APPLICANT): David M. Box on behalf of Applicant

APPLICANT'S ADDRESS: 522 Colcord Dr.

CITY: Oklahoma City **STATE:** OK **ZIP:** 73102

EMAIL ADDRESS: dmbbox@wbflaw.com

TELEPHONE NUMBER: () **CONTACT NUMBER:** (405) 232-0080

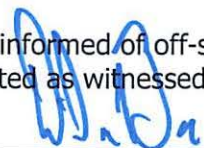
DIMENSIONS OF PROPERTY: AREA: 16.25 acres WIDTH: 1070 ft.
LENGTH: 440 ft. FRONTAGE: 1070 ft.

CURRENT ZONING: A-1 **CURRENT USE:** undeveloped; single-family residence

PROPOSED ZONING: R-3 / PUD **PROPOSED USE:** Residential development

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 \$ 280.00

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

Regular Board of Commissioners

13.

Meeting Date: 11/21/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fiscal Year 2022 – 2023 for Fund 303 2018 Capital Improvement Fund to fund construction costs for Woodland Veterans Park.

Attachments

Budget Amendment



Finance

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

Date: November 17, 2022
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of budget amendments for the 2018 Capital Improvement Fund and the Shawnee Municipal Authority Fund.

Background: A total budget amendment in the amount of \$1,170,000 for the 2018 Capital Improvement Fund and \$84,548,755 for the Shawnee Municipal Authority Fund should be considered.

Woodland Veterans Park – During the July 18, 2022 Commission meeting, the Commission awarded a contract to Downey Contracting, LLC for the improvements to Woodland Veterans Park. This budget amendment will adequately authorize the funding for this project. The amount for appropriation is as follows:

- \$1,170,000 – 2018 Capital Improvement Fund – Capital Outlay – Buildings & Improvements

The additional appropriation will be funded by additional loan proceeds and sales tax collections projecting to exceed budget estimates in the 2018 Capital Improvement Fund.

Wastewater System Improvements – During the August 15, 2022 Shawnee Municipal Authority (SMA) meeting, a contract was awarded to Downey Contracting, LLC for the Wastewater System Improvements project. This budget amendment will adequately authorize the funding for this project. Also, the SMA Fund will need additional budget authority for the closing costs on the loan with Oklahoma Water Resources Board (OWRB). The amount for appropriation is as follows:

- \$83,558,730 – Shawnee Municipal Authority Fund – Capital Outlay – Buildings & Improvements
- \$990,025 – Shawnee Municipal Authority Fund – Debt Service – Other Fees

The additional appropriation will be funded by proceeds from the three OWRB loans (CWSRF-2019, CWSRF-2021, CWSRF-2022).

Financial Impact: See Budget Amendment

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

City of Shawnee
2022-2023 Budget Amendment
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
303	48530			Loan Proceeds	19,000,000.00	970,000.00	19,970,000.00
303	40010			Sales Tax	3,383,636.15	200,000.00	3,583,636.15
				Total	22,383,636.15	1,170,000.00	23,553,636.15

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
303	5-0940-54200			Capital Outlay-Buildings & Improvements	6,688,000.00	1,170,000.00	7,858,000.00
							-
							-
							-
							-
					-	-	-
					6,688,000.00	1,170,000.00	7,858,000.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund construction cost for Woodland Park

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

14.

Meeting Date: 11/21/2022

Sales Tax Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax Report.

Attachments

Sales Tax



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

Date: November 17, 2022
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: November Sales and Use Tax Deposit

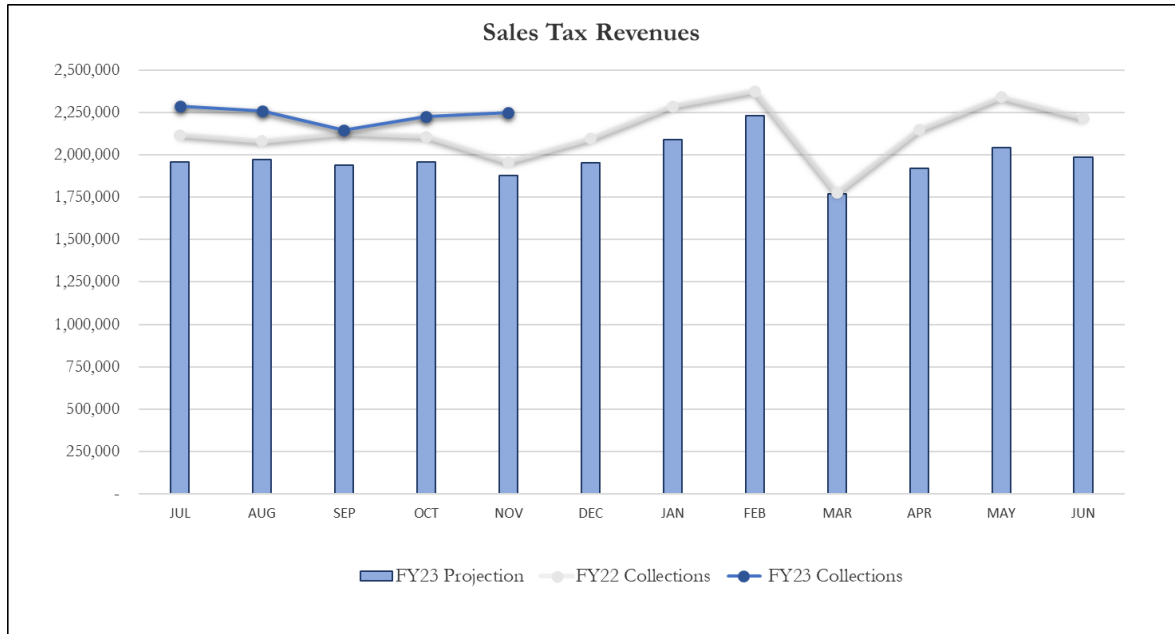
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 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 November consists of October estimates and September final reported collections. Any taxes collected for months prior to September will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The November sales tax deposit was \$2,248,784.58 including interest of \$1,612.79, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,285,019.76
2018 Capital Improvements Fund	321,254.94
Capital Improvements Fund	248,972.59
Street Improvements Fund	281,098.07
Economic Development Fund	32,125.50
Police Sales Tax Fund	40,156.86
Fire Sales Tax Fund	40,156.86
Total Sales Taxes Collected	<u>\$ 2,248,784.58</u>

- Finance Department Report - Sales and use tax collections totaled \$2,513,864.01 for November 2022. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up \$1,463,288 or 15.08%, over the projected budget year-to-date. Use tax collections are up approximately \$72,262.20 or 5.53%, above the projected budget year-to-date.

○ Fiscal Year 2023 Sales Tax Collections and Performance:

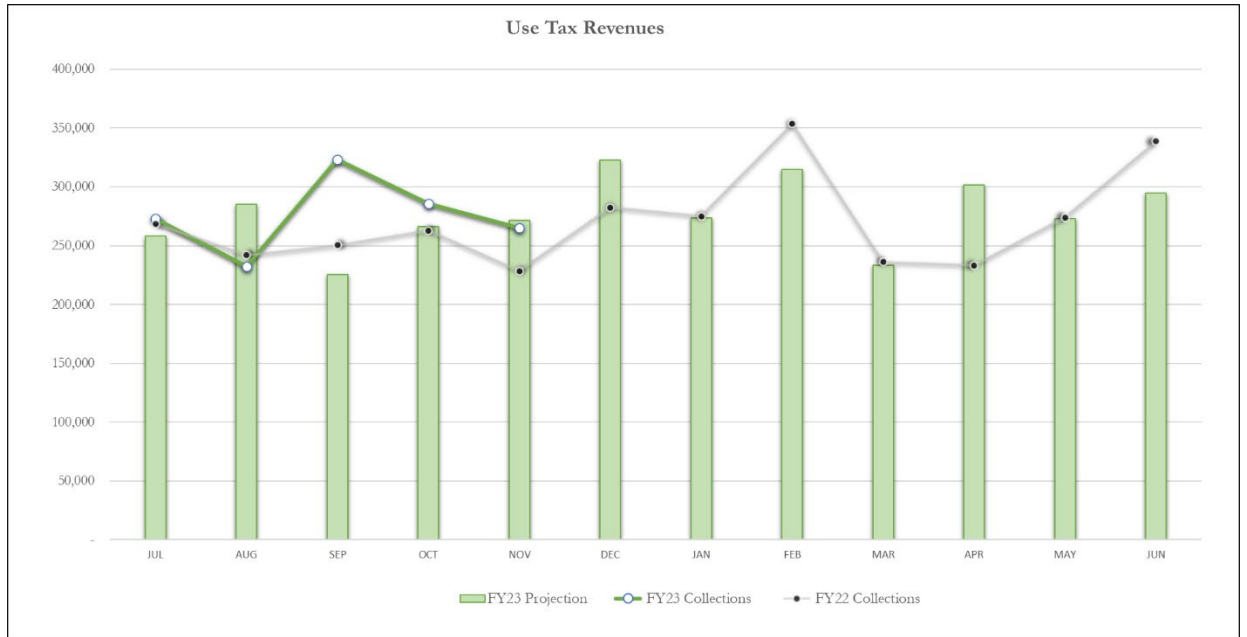


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - November 2022	\$ 1,878,931	\$ 2,248,785	\$ 369,854	19.68%
Sales Tax Receipts (year-to-date):	\$ 9,702,144	\$ 11,165,432	\$ 1,463,288	15.08%

	November 2021	November 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,954,791	\$ 2,248,785	\$ 293,994	15.04%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 10,384,859	\$ 11,165,432	\$ 780,572	7.52%

○ Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (November 2022):	\$ 271,395	\$ 265,079	\$ (6,316)	-2.33%
Use Tax Receipts (year-to-date):	\$ 1,306,813	\$ 1,379,075	\$ 72,262	5.53%

	November 2021	November 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 228,515	\$ 265,079	\$ 36,565	16.00%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,252,307	\$ 1,379,075	\$ 126,768	10.12%

- Fiscal Year 2023 – General Fund Sales & Use Tax – Above Projections:

General Fund Sales & Use Tax -		
Above Projections (year to date):	\$	906,989
Appropriated:		
Acquatic Supervisor	\$	(55,170)
Part-time Rec Aide	\$	(16,820)
Retiree Health Insurance	\$	(134,500)
PIO Officer - salary & supplies	\$	(119,787)
Election costs & education materials	\$	(11,500)
Annual increase for CM & ACM	\$	(26,938)
Security services at Shawnee Splash	\$	(20,000)
Other Misc Items - 10.17.22	\$	(10,450)
Unappropriated:	\$	<u>511,824</u>