

AGENDA
BOARD OF CITY COMMISSIONERS
November 15, 2021 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 1, 2021 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for October 2021
 - Project Payment Report for October 2021
 - Traffic Commission Minutes from the August 24, 2021 regular meeting
- c. Renewal of an Agreement with the Housing Authority of the City of Shawnee for Supplemental Police Services.
- d. Approve Change Order No. 1 for the Whittaker Street Rehabilitation Project.
- e. Mayor's Appointments:

Planning Commission

---Steve Reese 1st Partial Term Expires: June 1, 2023

Replaces Cami Engles – Resigned

- f. Acknowledge the resignation of Jay Lester from the Planning Commission.
- g. Acknowledge the resignation of Kay Wheeler from the Shawnee Urban Renewal Authority.
- h. Acknowledge the resignation of Steve Reese from the Traffic Commission.
- i. Lake Lease Transfer:

TRANSFER:

Lot 1 Johnston Tract, 16816 Magnino Road

From: Jose and Jennifer Massey

To: Sutton Ryan Petz Irrevocable Trust C/O Jordan Monk Reber, PC

(Correction from the October 4, 2021 City Commission agenda.)

- 3. Presentation by Animal Control to present the Pet of the Week.
- 4. Presentation from OG&E Liaison Emily Rothrock-Tate.
- 5. Consideration of a Johns Hopkins University Cities of Service: Love Your Block Grant Agreement for Cash Funding.
- 6. Consideration of a Johns Hopkins University Cities of Service: Love Your Block Agreement for AmeriCorps VISTA Members.
- 7. Consideration of an Emergency Solutions Grant Sponsor and Shelter Agreement with Central Oklahoma Community Action Agency.
- 8. Consideration of the following budget amendments for Fiscal Year 2021 – 2022:
 - a. Fund 001 General Fund – For position adjustments and cost of living adjustments.
 - b. Fund 350 Aquatic Center Fund – For position adjustments and cost of living adjustments.
 - c. Fund 701 Library Fund – For position adjustments and cost of living adjustments.
 - d. Fund 706 Gifts and Contributions – To fund expenditures for Senior Center Bingo Program using prior year donations.
- 9. Public hearing and consideration of an ordinance to rezone property located at 1404 East 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) to allow for construction of a duplex or triplex. Case No. RZ07-21, Applicant: Ethan Acock.

10. Consider Bids:
 - a. Independence Street Sidewalk Improvement (Open)
11. Acknowledge monthly Sales Tax and Budget Reports.
12. Administrative Report
 - a. Half-cent Sales Tax Projects – Andrea Weckmueller-Behringer, City Manager
13. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. 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: 11/15/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the November 1, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

NOVEMBER 1, 2021 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 1, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:04 p.m. on October 28, 2021. Mayor Bolt presided and Ms. Aleigha Yancey called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Absent
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Darren Rutherford

INVOCATION

Pastor Gérard Nsabimana
Wesley United Methodist Church

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Mark Schneider, President of the Pottawatomie County Historical Society, and Mr. Ken Landry, Pottawatomie County Historical Society Museum Director, spoke regarding the Santa Fe Depot roof's current state of disrepair.

Mr. Rob Morris spoke regarding the Johns Hopkins Cities of Service Grant and the Santa Fe Depot roof.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the October 18, 2021 regular meeting.
- b. Acknowledge the following minutes:
 - Senior Citizens of Shawnee Board Minutes from the September 14, 2021 regular meeting.
- c. Lake Lease Transfer:

TRANSFER:
Lot 23 Johnston Tract, 16504 Stevens Road
From: Richard Rose
To: Shawnee Properties, LLC
- d. Acknowledge the Schedule of Regular Meetings for 2022 for The Board of City Commissioners, The Board of Trustees of the Shawnee Airport Authority, and The Board of Trustees of the Shawnee Municipal Authority.
- e. Acceptance of public improvements for Bentley Oaks Addition and place maintenance bond into effect.
- f. Acceptance of public improvements for Belmont Park Commercial II and place maintenance bond into effect.

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

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item Nos. 2(a-f), less item 2(a). Motion carried 5-0-1.

AYE: Matthews, Flood, Bolt, Sehorn, Salter

NAY: None

ABSTAIN: Engles

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item No. 2(a). Motion carried 4-0-2.

AYE: Matthews, Flood, Bolt, Sehorn

NAY: None

ABSTAIN: Salter, Engles

AGENDA ITEM NO. 3:

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

Animal Control Officers Wendy Cole and Brandy Spoon introduced Velvet, a one-and-a-half-year-old Whippet Labrador mix. Velvet is up for adoption.

Officer Cole stated the Animal Shelter currently has thirty-one dogs and one cat.

AGENDA ITEM NO. 4:

Discussion and consideration of a Cityworks Software License and Maintenance Agreement with Azteca Systems, LLC.

Public Works Director Brad Schmidt gave a presentation regarding Cityworks.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve a Cityworks Software License and Maintenance Agreement with Azteca Systems, LLC. Motion carried 6-0.

AYE: Sehorn, Matthews, Engles, Flood, Bolt, Salter

NAY: None

AGENDA ITEM NO. 5:

Discussion and consideration of a Master Agreement for Material and Services with NewEdge Services, LLC.

Public Works Director Brad Schmidt gave a presentation regarding NewEdge Services, LLC.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to approve a Master Agreement for Material and Services with NewEdge Services, LLC. Motion carried 6-0.

AYE: Flood, Sehorn, Salter, Matthews, Engles, Bolt
NAY: None

AGENDA ITEM NO. 6:

Discussion and consideration of a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

City Engineer Seth Barkhimer advised this item reoccurs every two years. He advised this is an Oklahoma Department of Transportation (ODOT) project and is fully funded by ODOT. Mr. Barkhimer stated the City of Shawnee recommends Circuit Engineering District Number 4, which is the same consultant chosen by Pottawatomie County.

A motion was made by Commissioner Engles, seconded by Commissioner Matthews, to approve a resolution for the selection of City of Shawnee Bridge Inspectors for the Oklahoma Department of Transportation Bridge Inspection Program.

Resolution No. 6647 was introduced.

CONCERNING BRIDGE INSPECTION RESPONSIBILITY BY LOCAL GOVERNMENT FOR COMPLIANCE WITH NATIONAL BRIDGE INSPECTION STANDARDS

Motion carried 6-0.

AYE: Engles, Matthews, Flood, Bolt, Sehorn, Salter
NAY: None

AGENDA ITEM NO. 7:

Public hearing and consideration of an ordinance to rezone property located at 17000 Magnino Road from A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) to A-1 (Rural Agricultural District) with a zoning overlay of LPZ (Lake Protection Zone) with a CUP (Conditional Use Permit) for an ADU (Accessory Dwelling Unit). Case No. CUP04-21, Applicant: Jose and Jennifer Massey and Sandy Mutz. (*Application withdrawn by Applicant.*)

City Planner Rachel Clyne advised the applicant withdrew the application and no action is required.

AGENDA ITEM NO. 8:

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. 9:

Commissioners Comments

The Commission thanked Pottawatomie County Historical Society representatives for attending and addressing the Santa Fe Depot roof.

Commissioner Sehorn reminded citizens to shop Shawnee during the upcoming holidays.

Commissioner Flood addressed Mr. Morris' concerns from Citizens Participation.

Commissioner Matthews expressed his excitement for the Cityworks and NewEdge programs.

Mayor Bolt addressed concerns from Citizens Participation. He also commented on the Cityworks and NewEdge programs.

AGENDA ITEM NO. 10:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:34 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners**2. b.**

Meeting Date: 11/15/2021

Reports & Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for October 2021
 - Project Payment Report for October 2021
 - Traffic Commission Minutes from the August 24, 2021 regular meeting
-

Attachments

License Payment Report

Project Payment Report

Minutes



10/01/2021 - 10/31/2021

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
AQUA PLUMBING SERVICES	964-2782 / 923-6750	Plumbing Contractor	102821 S 3325 RD	MCCLOUD, OK 74851	102821 S 3325 RD	4/23/2022
GEORGE PATRICK PLUMBING LLC	264-6723	Plumbing Contractor	7100 S SHARTEL AVE	OKLAHOMA CITY, OK 73139	908 SW 27TH ST	4/9/2022
GUYLETRAN GREEN LLC	405.985.4098	Business Occupancy	10404 BISHOPS GATE	OKLAHOMA CITY, OK 73162	41101 WOLVERINE RD	10/1/2021
ANONA F KIEFFER	405.650.2212	Alarm Registration - Annual Renewal	4513 CHURCHILL	SHAWNEE, OK 74804	4513 CHURCHILL	10/18/2021
INA M JOHNSON	405.273.4961	Alarm Registration - Annual Renewal	402 N PARK AVE	SHAWNEE, OK 74801	402 N PARK AVE	10/7/2021
JAMIE JONES	405.249.4987	Alarm Registration - Annual Renewal	813 MADELINE DR	SHAWNEE, OK 74801	813 MADELINE DR	7/26/2021
TERESA & CODY ROE	405.473.1373	Lake Lease	PO BOX 3493	SHAWNEE, OK 74802	32009 HORNBECK RD	10/20/2021
YUGANDHAR BABU YEMPRALA GUNASEKHAR	5205056349	Alarm Registration - Initial	4717 GRACELANN	SHAWNEE, OK 74804	4717 GRACELANN	10/5/2021
LESLIE & DOUG LANDWERT	405.510.1366	Lake Lease	15213 ECKEL RD	SHAWNEE, OK 74801	15213 ECKEL RD	10/5/2021
LINE ELECTRIC & LIGHTING, LLC	405.788.5575	Electrical Contractor	16121 SE 74TH ST	CHOCTAW, OK 73020	16121 SE 74TH ST	10/5/2021

Entity License Report

Expired Date
10/31/2022
10/31/2022
10/1/2021
10/19/2022
10/6/2022
7/25/2022
10/19/2022
10/5/2022
10/4/2022
5/31/2022

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
BETTE BENTON C/O ELBERT J BENTON, JR	405.694.1055	Lake Lease	21641 SE 90th St	MCCLOUD, OK 74851	33705 BELCHER RD	9/24/2021
CACTUS SERVICE PROS	405.275.7633	Plumbing Contractor	1631 E FARRALL	SHAWNEE, OK 74801	1631 E FARRALL	9/1/2021
WOLF GUGLER	405.788.7340	Alarm Registration - Annual Renewal	16720 CLEARPOND LN	SHAWNEE, OK 74801	16720 CLEARPOND LN	10/19/2021
KENNETH EPLY	405.273.1467	Alarm Registration - Annual Renewal	734 N BROADWAY AVE	SHAWNEE, OK 74801	734 N BROADWAY AVE	10/26/2021
ROBERT & KIMBERLY GOODMAN	405.808.5906 / 405.273.6302	Lake Lease	17232 MAGNINO RD	SHAWNEE, OK 74801	17232 MAGNINO RD	10/8/2021
QUALITY CONSTRUCTION, LLC	580.490.2340	General Contractor	PO BOX 1746	ARDMORE, OK 73402	PO BOX 1746	10/8/2021
ROBERT ALGER	405-317-0023	Alarm Registration - Annual Renewal	108 MEADOWS LN	SHAWNEE, OK 74804	108 MEADOWS LN	10/7/2021
HAL MARSH	405.765.7355	Alarm Registration - Annual Renewal	709 N LOUISA AVE	SHAWNEE, OK 74801	709 N LOUISA AVE	10/22/2021
DIRTY DEEDS PLUMBING LLC	405.765.6549	Plumbing Contractor	2212 N POTTENGER	SHAWNEE, OK 74804	2212 N POTTENGER	10/12/2021
ELIZONDO AIRE MANAGEMENT SOLUTIONS LLC	405.204.2896 / 405.979.0150	Mechanical Contractor	3012 S SHARTEL AVE	OKLAHOMA CITY, OK 73109	3012 S SHARTEL AVE	10/12/2021
GOODWILL INDUSTRIES OF CENTRAL OKLAHOMA	405.278.7135 / 405.441.5218	Alarm Registration - Annual Renewal	316 S BLACKWELDER	OKLAHOMA CITY, OK 73108	1930 N KICKAPOO	10/28/2021
DR. DOGO'S GAMES & STRAINS	918.319.4775	Marijuana - Dispensary	1513 E 8TH ST	OKMULGEE, OK 74447	324 E MAIN ST	10/12/2021

Expired Date
9/23/2022
8/31/2022
10/18/2022
10/25/2022
10/7/2022
12/31/2021
10/6/2022
10/21/2022
4/30/2022
11/30/2021
10/27/2022
10/12/2022

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
RHONDA MASQUAT	405.250.8861	Alarm Registration - Annual Renewal	1805 N RICKEY RD	SHAWNEE, OK 74804	1805 N RICKEY RD	10/21/2021
WILSON ELECTRIC HEAT & AIR	273-5930 / 570-7689	Electrical Contractor	105916 S 3440 RD	MEEKER, OK 74855	42506 WESTECH RD	4/13/2022
DR. DOGO'S GAMES AND STRAINS	918.319.4775	Business Occupancy	1513 E 8TH ST	OKMULGEE, OK 74447	324 E MAIN ST	10/12/2021
JAMIE WATTS	405.481.3564	Alarm Registration - Annual Renewal	113 HARDESTY DR	SHAWNEE, OK 74804	113 HARDESTY DR	10/22/2021
APRIL HILL	405.596.5688	Lake Lease	4617 FLINT RIDGE DR	NORMAN, OK 73072	16406 ARCHERY RANGE RD	10/7/2021
JACQUALEN SEGER	405.596.8150	Alarm Registration - Annual Renewal	PO BOX 539	TECUMSEH, OK 74873	652 N BEARD AVE	10/26/2021
ELLIOT SHULER & GRETA MADSON	273.3633	Lake Lease	15101 ECKEL RD	SHAWNEE, OK 74801	15101 ECKEL RD	10/3/2021
BRICKHOUSE CANNABIS CO	405-642-4133	Marijuana - Processor	16504 ARCHERY RANGE RD	SHAWNEE, OK 74801	117 N BELL	10/15/2021
BRICKHOUSE CANNABIS CO	405-642-4133	Marijuana - Grower	16504 ARCHERY RANGE RD	SHAWNEE, OK 74801	117 N BELL	10/15/2021
J W PLUMBING	405.328.0559	Plumbing Contractor	9045 MELODY LN	CHANDLER, OK 74834	9045 MELODY LN	9/1/2021
FANMAN PLUMBING	405.924.4384	Plumbing Contractor	800 LEXINGTON #21	NORMAN, OK 73069	800 LEXINGTON #21	10/18/2021
ALL ABOUT PLUMBING	405.473.2769	Plumbing Contractor	414 E PARK	TECUMSEH, OK 74873	414 E PARK	4/1/2021
SHAWNEE PROPERTIES LLC	405.973.5105	Lake Lease	1530 N HARRISON #225	SHAWNEE, OK 74804	16504 STEVENS RD	11/1/2021
KIMBERLY MCLEOD	405.919.3605	Marijuana - Dispensary	1307 N KICKAPOO AVE	SHAWNEE, OK 74801	1307 N KICKAPOO AVE	1/29/2021

Expired Date
10/20/2022
9/30/2022
10/12/2099
10/21/2022
10/6/2022
10/25/2022
10/2/2022
10/15/2022
10/15/2022
8/31/2022
2/28/2022
3/31/2022
11/1/2022
11/13/2021

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
HIGHLAND WELLNESS CENTER	405.549.1516	Marijuana - Dispensary	8 W MAIN ST	SHAWNEE, OK 74801	8 W MAIN ST	11/4/2021
CHANCE GILBERT	405.585.3439	Marijuana - Dispensary	10603 N LEO AVE	SHAWNEE, OK 74804-9158	5825 N HARRISON AVE #A	11/30/2021
BOSS FROG CANNABIS	405.410.1919	Marijuana - Grower	506 CRESTDALE	NOBLE, OK 73068	228 N BROADWAY AVE	11/16/2021
DYLAN SIGMAN & CHARLES MOORE	405.301.4412	Lake Lease	17312 MAGNINO RD	SHAWNEE, OK 74801	17312 MAGNINO RD	10/3/2021
HARBOR GREIGHT TOOLS	310-275-7774	Alarm Registration - Annual Renewal	PO BOX 2440	SPOKANE, WA 99210-2440	4600 N KICKAPOO AVE	11/22/2021
RELAYATE, LLC	405.301.8576	Marijuana - Grower	8031 INDUSTRIAL DR	SHAWNEE, OK 74804	8031 INDUSTRIAL DR	11/23/2021
PHARM +HOUSE, INC	405-878-1309	Marijuana - Processor	1610 N HARRISON ST	SHAWNEE, OK 74804	1610 N HARRISON ST	4/27/2021
TRESSIA NUGENT	405.623.00269	Alarm Registration - Annual Renewal	34706 BELCHER RD	SHAWNEE, OK 74801	34706 BELCHER RD	10/27/2021
DIANNA JONES	405.765.2376	Lake Lease	32001 HORNBECK RD	SHAWNEE, OK 74801	32001 HORNBECK RD	11/6/2021
ROB & SONS CANNABIS COMPANY	405.517.1571	Marijuana - Dispensary	17 LAKE LANE	SHAWNEE, OK 74804	201 W 9TH ST	11/9/2021
ROB & SONS CANNABIS COMPANY	405.517.1571	Marijuana - Grower	17 LAKE LANE	SHAWNEE, OK 74804	201 W 9TH ST	11/9/2021
KB ELECTRIC, LLC	405-777-6964	Electrical Contractor	1029 E 39TH ST	SHAWNEE, OK 74804	1029 E 39TH ST	5/6/2022
COMMON ENERGY SOLUTIONS	4055145659	Electrical Contractor	6904 NW 5TH ST	BETHANY, OK 73008	6904 NW 5TH ST	9/1/2021
JEFF & ESTHER AILEY	870.736.0194 / 501.253.1497	Alarm Registration - Initial	15130 CEDAR RIDGE RD	SHAWNEE, OK 74801	15130 CEDAR RIDGE RD	10/21/2021

Expired Date
11/3/2022
11/29/2022
11/15/2022
10/2/2022
11/21/2022
11/23/2022
6/18/2022
10/26/2022
11/5/2022
11/8/2022
11/8/2022
9/30/2022
8/31/2022
10/21/2022

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
BENTON TAX SERVICE	405.273.7624 / 405.694.1055	Alarm Registration - Annual Renewal	21641 SE 90TH ST	MCCLOUD, OK 74851	822 N KICKAPOO	10/24/2021
EASY WIRELESS	316.832.5457	Solicitor	532 E HIGHLAND DR	SHAWNEE, OK 74801	1136 E HIGHLAND DR	10/21/2021
ELBERT J ENTON JR	405.273.7624 / 405.694.1055	Alarm Registration - Annual Renewal	21641 SE 90TH ST	MCCLOUD, OK 74851	719 W DEWEY	10/24/2021
EASY WIRELESS	405.270.0011	Solicitor	532 E HIGHLAND DR	SHAWNEE, OK 74801	42003 WESTEC RD	10/21/2021
DAVE TEEL	405.550.6876	Lake Lease	16500 ARCHERY RANGE RD	SHAWNEE, OK 74801	16500 ARCHERY RANGE RD	9/6/2021
DAVID & JOY GRIFFIN	405.615.8941	Lake Lease	15501 PERRY RD	SHAWNEE, OK 74801	15501 PERRY RD	10/5/2021
T SCOTT CONSTRUCTION, LLC	405.286.6808 / 405.520.0796	General Contractor	2932 NW 122ND ST., SUITE 14	OKLAHOMA CITY, OK 73120	2932 NW 122ND ST., SUITE 14	10/22/2021
BIZZY B'S YARD SOLUTIONS	405.625.2692	Tree Trimmer	1709 HUNTERS RIDGE	SHAWNEE, OK 74804	1709 HUNTERS RIDGE	10/22/2021
JOHN MCCAULEY	405.517.1085	Solicitor	408 BARON DR	NORMAN, OK	1520 E LINDSEY APT N	10/22/2021
WALTER & BRENDA CRISTENSEN	405.226.7851	Lake Lease	15520 NICKENS RD	SHAWNEE, OK 74801	15520 NICKENS RD	10/16/2021
LORETTA HOLLAND	405.788.1835	Alarm Registration - Annual Renewal	4 CONCORD BLVD	SHAWNEE, OK 74804	4 CONCORD BLVD	11/30/2021
ROBERT & BRENDA ROSSON	405.642.1376 / 405.5896.9855	Alarm Registration - Annual Renewal	1202 CAMBRIDGE DR	SHAWNEE, OK 74804-2364	1202 CAMBRIDGE DR	11/27/2021
FREEDOM PLUMBING	405.777.8032	Plumbing Contractor	36292 BRINKLEY	TECUMSEH, OK 74873	36292 BRINKLEY	6/1/2021
OSBORNE ELECTRIC	405.525.7622 / 405.650.7251	Electrical Contractor	101 NE 46TH ST	OKLAHOMA CITY, OK 73105	101 NE 46TH ST	10/26/2021

Expired Date
10/23/2022
10/21/2022
10/23/2022
10/21/2022
9/5/2022
10/4/2022
12/31/2021
12/31/2021
10/22/2022
10/15/2022
11/29/2022
11/26/2022
5/31/2022
12/31/2021

Name	Phone number	License Type	Address	City, State, Zip	Physical Address	Issued Date
TIMBERLAKE CONSTRUCTION	918.360.7562	General Contractor	7613 N CLASSEN BLVD	OKLAHOMA CITY, OK 73116	7613 N CLASSEN BLVD	10/26/2021
ELEVATED SPIRITS DISPENSARY		Marijuana - Dispensary	1528 N HARRISON AVE	SHAWNEE, OK 74801	12 W MAIN ST	3/27/2021
GEOFFREY PRUETT	405.620.0388 / 405.650.4167	Lake Lease	1210 ST ANDREWS DR	EDMOND, OK 73003	33803 BELCHER RD	11/22/2021
EASY WIRELESS	405.625.0064	Solicitor	532 E HIGHLAND DR	SHAWNEE, OK 74801	1136 E HIGHAND DR	10/27/2021
HOLLOWELL PLUMBING, INC	405.440.1700	Plumbing Contractor	PO BOX 12447	OKLAHOMA CITY, OK 73157	4109 SE 59TH ST	11/1/2021
MARY ELLEN MARTIN	405.275.0833 / 405.343.8717	Alarm Registration - Annual Renewal	2620 N UNION	SHAWNEE, OK 74804	2620 N UNION	11/7/2021
KICKAPOO RED BALL LIQUOR	405.273.8180 / 405.822.8851	Liquor	1529 N KICKAPOO	SHAWNEE, OK 74801	1529 N KICKAPOO	8/20/2021
JOHN BRACKLEIN	405.420.8894 / 405.570.8135	Lake Lease	16101 HART RD	SHAWNEE, OK 74801	16101 HART RD	11/6/2021
J. WORD ENTERPRISE S LLC	615.294.4183	Business Occupancy	5350 MT VIEW RD	ANTIOCH, TN 37013	749 E INDEPENDENCE	10/28/2021
SUNBELT CREDIT	405.878.0930	Business Occupancy	2426 N HARRISON ST STE 300	SHAWNEE, OK 74804	2426 N HARRISON ST STE 300	10/29/2021
VORTEX ELECTRIC	405.227.5352	Electrical Contractor	5505 120TH AVE SE	NOBLE, OK 73068	5505 120TH AVE SE	12/1/2021
JERRY & SHARRON MANKIN	405.650.0145 / 405.650.0273	Lake Lease	17406 COKER RD	SHAWNEE, OK 74801	17406 COKER RD	11/4/2021
LONNIE BURCHAM C/O RUSTIC NAIL PROPERTIES & INVEST	405.990.1624	Alarm Registration - Annual Renewal	1530 N HARRISON ST STE 202	SHAWNEE, OK 74804	538 N AYDELOTTE AVE	11/2/2021

Total Records: 77

Expired Date
12/31/2021
3/27/2022
11/21/2022
10/27/2022
10/31/2022
11/6/2022
8/19/2022
11/5/2022
10/28/2021
10/29/2099
11/30/2022
11/3/2022
11/1/2022

11/1/2021



10/01/2021 - 10/31/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20210851	10/1/2021	M - Mechanical	2330 N HARRISON AVE	ACOCK CLIMATE CONTROL	REPLACE	0	0	\$104.50
20210852	10/1/2021	B - Solar Panels	2801 N BELL	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	3,700	489	\$162.91
20210853	10/1/2021	O - Curb Cut, Driveway and Sidewalk	1506 N MARKET	ANTHONY BRADSHAW	REPLACE EXISTING	0	0	\$50.00
20210854	10/1/2021	E - Electrical	2801 N BELL	SOLAR POWER OF OKLAHOMA	NEW INSTALLATION	0	0	
20210855	10/1/2021	B - Residential - New	2704 WOODLAWN CT	GREG BROWN HOMES	NEW CONSTRUCTION	409,900	4,069	\$1,594.16
20210856	10/1/2021	B - Commercial - Remodel	41101 WOLVERINE RD	STEVEN LE	REMODEL	10,000	7,855	\$1,968.25
20210857	10/4/2021	B - Commercial - New	8032 INDUSTRIAL DR	HOLLAND CONSTRUCTION, LLC	NEW CONSTRUCTION	1,500,000	4,000	\$1,954.50
20210858	10/4/2021	E - Electrical	734 N MARKET AVE	PATRIOT POWER SERVICES, LLC	REPAIR	0	0	\$54.50
20210859	10/4/2021	E - Electrical	22 W MACARTHUR ST	GROVE ELECTRICAL SOLUTIONS LLC	NEW SERVICE	0	0	\$54.50
20210860	10/4/2021	E - Electrical	508 S CHAPMAN AVE	GROVE ELECTRICAL SOLUTIONS LLC	UPGRADE	0	0	\$54.50
20210861	10/4/2021	M - Mechanical	1704 N OKLAHOMA AVE	SUNBELT HEATING & AIR	CHANGE OUT	0	0	\$79.50
20210862	10/4/2021	E - Electrical	516 N DOROTHY	BARNETT ELECTRICAL SERVICES	REPAIR	0	0	\$54.50
20210863	10/4/2021	B - Swimming Pool	1910 KATIE RD	CAVINNESS LANDSCAPE DESIGN, INC	INGROUND	2,100	150,000	\$124.50

20210864	10/4/2021	E - Electrical	1910 KATIE RD	INTEGRATED ELECTRIC	BONDING	0	0	\$54.50
20210865	10/4/2021	B - Commercial - Remodel	1601 N KICKAPOO STE 500	GREG CULLISON	REMODEL	162,000	2,710	\$682.00
20210866	10/5/2021	O - Demolition and Moving	534 N BEARD AVE	MEIER AND SON DEMOLITION	DEMOLITION	0	0	\$50.00
20210867	10/5/2021	E - Electrical	322 N KICKAPOO	LINE ELECTRIC & LIGHTING, LLC	REMODEL	0	0	\$54.50
20210868	10/6/2021	B - Accessory Structure	17404 MAGNINO RD	RANDY LINCOLN	NEW CONSTRUCTION	7,000	640	\$140.50
20210869	10/6/2021	O - Paving Cut and Boring	211 W MAIN ST	CODE RED UNDERGROUND	ROAD BORE	0	0	\$60.00
20210871	10/6/2021	P - Plumbing	902 BUCK DR	CND PLUMBING	REPAIR	0	0	\$54.50
20210872	10/7/2021	E - Electrical	111 MEADOWS LN	HOMETOWN FULL SERVICE ELECTRIC	FIRE RESTORATION	0	0	\$54.50
20210873	10/7/2021	M - Mechanical	614 W WOOD	RELIABLE HEAT & AIR LLC	NEW INSTALLATION	0	0	\$54.50
20210874	10/7/2021	M - Mechanical	1233 SHERRY LN	RELIABLE HEAT & AIR LLC	NEW INSTALLATION	0	0	\$54.50
20210875	10/7/2021	P - Plumbing	1923 N UNION AVE	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20210876	10/7/2021	P - Plumbing	319 N KIMBERLY	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20210877	10/7/2021	P - Plumbing	1618 N CENTER	STANLEY PLUMBING SERVICES	RESET	0	0	\$54.50
20210878	10/7/2021	PC - Zoning Change	1404 E 7TH	ACOCK PROPERTIES, LLC	REZONE	0	0	\$330.00
20210879	10/8/2021	P - Plumbing	1801 N KICKAPOO	CACTUS SERVICE PROS	REMODEL	0	0	\$54.50
20210880	10/8/2021	M - Mechanical	322 N KICKAPOO	COMFORT CONTROL SPECIALISTS	REMODEL	0	0	\$54.50
20210881	10/8/2021	E - Electrical	2011 N BONITA SHAWNEE	SOLID STATE ELECTRIC	CUTOVER	0	0	\$54.50
20210882	10/11/2021	E - Electrical	413 W MACARTHUR	PATRIOT POWER SERVICES	NEW INSTALLATION	0	0	\$54.50
20210883	10/11/2021	P - Plumbing	322 N KICKAPOO	CS PLUMBING	REMODEL - ADD ON	0	0	\$54.50

20210884	10/11/2021	B - Accessory Structure	41509 HAZEL DELL	SEBASTIAN HOME CONSTRUCTION LLC	NEW CONSTRUCTION	75,000	4,200	\$897.00
20210885	10/11/2021	E - Electrical	1820 N PARK	AKERS ELECTRIC, LLC	REMODEL	0	0	\$54.50
20210886	10/12/2021	M - Mechanical	2011 N BONITA SHAWNEE	RELIABLE HEAT & AIR LLC	CHANGE OUT	0	0	\$79.50
20210887	10/12/2021	E - Electrical	2410 ROBINWOOD PL	WILSON ELECTRIC	GENERATOR	0	0	\$54.50
20210888	10/12/2021	E - Electrical	328 N OKLAHOMA	LINE ELECTRIC & LIGHTING	REPAIR	0	0	\$54.50
20210889	10/12/2021	P - Plumbing	901 E 35TH ST SUITE 103	DIRTY DEEDS PLUMBING, LLC	REMODEL	0	0	\$54.50
20210890	10/12/2021	E - Electrical	117 N BELL	TERRELL ELECTRIC	REMODEL	0	0	\$54.50
20210891	10/12/2021	M - Mechanical	99 INTERSTATE PARKWAY	SUNBELT HEATING AND AIR	CHANGE OUT	0	0	\$254.50
20210892	10/12/2021	P - Plumbing	1804 N PARK AVE	CND PLUMBING	REPLACE	0	0	\$54.50
20210893	10/13/2021	P - Plumbing	402 E FRANKLIN	STANLEY PLUMBING SERVICES	RESET	0	0	
20210894	10/13/2021	E - Electrical	8300 N HARRISON	WILSON ELECTRIC	NEW INSTALLATION	0	0	\$154.50
20210895	10/14/2021	E - Electrical	2524 N HARRISON AVE	GROVE ELECTRICAL SOLUTIONS LLC	UPGRADE - LOT 117	0	0	\$54.50
20210896	10/14/2021	P - Plumbing	1528 N MCKINLEY AVE	DALE'S PLUMBING	CHANGE OUT	0	0	\$54.50
20210897	10/15/2021	P - Plumbing	541 W POPALR	QUALITY PLUMBING	NEW	0	0	\$54.50
20210898	10/18/2021	P - Plumbing	15 E CAMMACK	VETERAN PLUMBING SERVICES LLC	REPAIR	0	0	\$54.50
20210899	10/18/2021	M - Mechanical	1217 INVERNESS CIR	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$79.50
20210900	10/18/2021	P - Plumbing	506 E ADA ST	ALL ABOUT PLUMBING	REPAIR	0	0	\$54.50
20210901	10/18/2021	E - Electrical	2524 N HARRISON AVE	GROVE ELECTRICAL SOLUTIONS LLC	SERVICE HOOK UP	0	0	\$54.50
20210902	10/18/2021	B - Storm Shelter	1828 W MIDLAND	G & G SERVICES	NEW INSTALLATION	3,500	32	\$29.50
20210903	10/18/2021	P - Plumbing	1201 E MAIN	FANMAN PLUMBING	REMODEL	0	0	\$54.50

20210904	10/18/2021	P - Plumbing	9 BINGHAM CIR	LIBERTY PLUMBING & GAS	NEW INSTALL	0	0	\$54.50
20210905	10/18/2021	B - Storm Shelter	13 MOJAVE DR	CHANTEL ANDREWS	NEW INSTALLATION	3,800	32	\$29.50
20210906	10/18/2021	P - Plumbing	1802 REMINGTON CIR	GEORGE PATRICK PLUMBING	REPAIR	0	0	\$54.50
20210907	10/18/2021	P - Plumbing	39409 W MACARTHUR	JIMMY'S PLUMBING	REPAIR	0	0	\$54.50
20210908	10/18/2021	E - Electrical	9 BINGHAM CIR	LARRISON ELECTRIC	NEW INSTALL	0	0	\$54.50
20210909	10/26/2021	E - Electrical	9 E BURNS	OSBORNE ELECTRIC	REPAIR	0	0	\$54.50
20210910	10/18/2021	O - Demolition and Moving	217 S PENNSYLVANIA	K & M WRECKING	DEMOLITION	0	0	\$150.00
20210911	10/18/2021	O - Demolition and Moving	219 S PENNSYLVANIA	K & M WRECKING	DEMOLITION	0	0	
20210912	10/18/2021	O - Demolition and Moving	707 N CENTER	K & M WRECKING	DEMOLITION	0	0	
20210913	10/19/2021	O - Curb Cut, Driveway and Sidewalk	N BELL	GARNER CONSTRUCITON LLC	REPLACE	0	0	\$60.00
20210914	10/19/2021	B - Residential - Remodel	513 N MEAD AVE	D & D CONTRACTORS OF SHAWNEE	REMODEL	67,000	1,500	\$323.25
20210915	10/19/2021	O - Curb Cut, Driveway and Sidewalk	217 S OAK ST	A1 QUALITY SERVICES	REPLACE EXISTING	0	0	\$50.00
20210916	10/19/2021	E - Electrical	124 N BELL	PATRIOT POWER SERVICE	REMODEL	0	0	\$54.50
20210917	10/20/2021	B - Commercial - Remodel	3700 N KICKAPOO AVE	T. SCOTT CONSTRUCTION, LLC	REMODEL	205,000	8,772	\$2,197.50
20210918	10/20/2021	P - Plumbing	509 N DOROTHY	COWBOYS PLUMBING	REPLACE	0	0	\$54.50
20210919	10/20/2021	P - Plumbing	105 W FEDERAL	AARON'S PLUMBING	REMODEL	0	0	\$54.50
20210920	10/21/2021	B - Storm Shelter	7 NORWICH CT	ERIN RILEY	NEW INSTALLATION	3,095	35	\$29.50

20210921	10/21/2021	M - Mechanical	1010 N HARRISON AVE	ATC HEAT & AIR	REPAIR	0	0	\$54.50
20210922	10/21/2021	B - Residential - Remodel	1131 N OKLAHOMA	ALLEN HUBBARD	REMODEL / ADD-ON	30,000	2,008	\$431.20
20210923	10/21/2021	E - Electrical	2729 LEGACY PL	TERRELL ELECTRIC	SERVICE	0	0	\$54.50
20210924	10/21/2021	B - Residential - New	16401 HART RD	ADAM BALKEMA	NEW CONSTRUCTION	130,000	2,613	\$559.76
20210925	10/21/2021	B - Swimming Pool	1213 MUIRFIELD	AQUA HAVEN SPAS	NEW INSTALLATION	20,000	294	\$64.50
20210926	10/22/2021	E - Electrical	1728 N LOUISA	BARNETT ELECTRICAL SERVICES	REPAIR	0	0	\$54.50
20210927	10/22/2021	M - Mechanical	3946 N KICKAPOO AVE #8	ACOCK CLIMATE CONTROL	REMODEL	0	0	\$92.00
20210928	10/22/2021	M - Mechanical	708 W BENEDICT ST	ACOCK CLIMATE CONTROL	REPAIR	0	0	\$54.50
20210929	10/22/2021	M - Mechanical	1711 BRIDLEWOOD CT	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$79.50
20210930	10/25/2021	P - Plumbing	2 CHEVY CHASE	DALE'S PLUMBING	PRESSURE TEST	0	0	\$54.50
20210931	10/25/2021	B - Residential - New	2716 WOODLAWN CT	GREG BROWN HOMES	NEW CONSTRUCTION	420,000	4,008	\$1,581.20
20210932	10/25/2021	B - Commercial - Remodel	708 E MAIN	DENNIS GLENN	REPAIR	900	50	\$29.50
20210933	10/25/2021	P - Plumbing	1 JOHN C BURTON DR #A	GOFORTH PLUMBING & MECH., LLC	REPAIR	0	0	\$54.50
20210934	10/25/2021	P - Plumbing	1 JOHN C BURTON DR #G	GOFORTH PLUMBING & MECH., LLC	REPAIR	0	0	\$54.50
20210935	10/26/2021	P - Plumbing	2705 N HARRISON AVE	FREEDOM PLUMBING	REPAIR	0	0	\$54.50
20210936	10/26/2021	M - Mechanical	1131 QUAIL HOLLOW	AIR COMFORT OF SOUTHERN OK	CHANGE OUT	0	0	\$104.50
20210937	10/26/2021	P - Plumbing	614 W WOOD	CND PLUMBING	REPAIR / REPLACE	0	0	\$54.50
20210938	10/26/2021	P - Plumbing	1820 N PARK	CND PLUMBING	REPAIR / REPLACE	0	0	\$54.50

20210939	10/27/2021	B - Swimming Pool	23 QUAIL RIDGE	JASON SMITH	POOL	55,000	624	\$64.50
20210940	10/27/2021	E - Electrical	1801 N HARRISON AVE	COMMON ENERGY SOLUTIONS	NEW INSTALLATION	0	0	\$54.50
20210941	10/28/2021	PC - Lot Split	4781 N HARRISON AVE	SHAWNEE HARRISON LLC	LOT SPLIT	0	0	
20210942	10/28/2021	P - Plumbing	2410 ROBINWOOD PL	SOUTHEASTERN PLUMBING CO	REPAIR	0	0	\$54.50
20210943	10/29/2021	PC - Plat - Final		COTTON HOMES, LLC	FINAL PLAT	0	0	\$277.00
20210944	10/29/2021	E - Electrical	15 JUEL DR	FULL SPEED ELECTRIC	REMODEL	0	0	\$54.50
20210945	10/29/2021	P - Plumbing	10 TURKEY KNOB	AQUA PLUMBING SERVICES	GAS LINE	0	0	\$54.50
20210946	10/29/2021	P - Plumbing	6 CHICKASAW	STANLEY PLUMBING SERVICES	RESET	0	0	\$54.50
20210947	10/29/2021	P - Plumbing	513 N MEAD AVE	JIMMY'S PLUMBING	REMODEL	0	0	\$54.50
								\$17,916.23

Total Records: 96

11/1/2021

**MINUTES
TRAFFIC COMMISSION
AUGUST 24, 2021 MEETING
COMMISSION CHAMBERS ROOM AT CITY HALL**

ROLL CALL

MEMBERS PRESENT

Reuben Peltier- Vice Chairman
Monty Porter
Rex Hennen
Mandi MacDonald

MEMBERS ABSENT

Jack Barrett- Chairman
Randy Kamm
Steve Reese

EX-OFFICIO MEMBERS

Seth Barkhimer, City Engineer
Brad Schmidt, Public Works Director

I. CITIZEN PARTICIPATION

None.

II. APPROVAL OF THE MINUTES FROM JUNE 22, 2021.

Motion was made by Mandi MacDonald, seconded by Rex Hennen, to approve the June 22th, 2021 minutes. Motion carried 4-0.

Roll Call: Aye: Peltier, Porter, Hennen, MacDonald
Nay: None

III. CONSIDERATION OF REQUEST FOR THE ADDITION OF STOP SIGNS AT 10TH AND LOUISA.

Staff presented and explained the proposed addition of 2 stop signs on 10th St. at the intersection of 10th St. and Louisa Ave. creating a Four-way stop intersection:

1. The request of the addition of two stop signs, on 10th Street, at the Louisa Avenue intersection, creating a 4-way stop.

Motion was made by Monty Porter, seconded by Mandi MacDonald, to approve the proposed addition of 2 stop signs on 10th St at the intersection on 10th St. at the intersection of 10th St. and Louisa Ave. creating a Four-way stop intersection.

Roll Call: Aye: Peltier, Porter, Hennen, MacDonald
Nay: None

IV. CONSIDERATION OF REQUEST FOR ADDITION OF STOP SIGNS AT EVERY INTERSECTION ON NORTH PARK BETWEEN MACARTHUR AND 37TH STREET.

Staff presented and explained the proposed addition of stop signs on North Park Street between Macarthur and 37th Street.

1. The request of the addition of stop signs, on N Park Ave, at the 32nd, 33rd, and 34th St. intersections, creating 4-way stops.

Motion was made by Rex Hennen, seconded by Mandi MacDonald, to approve the request of the addition of stop signs, on N Park Ave, at the 32nd, 33rd, and 34th St. intersections, creating 4-way stops.

V. ADMINISTRATIVE REPORTS

City Engineer, Seth Barkhimer, spoke on the Whittaker Street Project. Currently in the middle of construction, finishing up water lines on South Highland between Center and Draper. 35-days in to 100-day project. Whitaker street construction should begin soon. Leo Street has been awarded bid and construction should begin in October depending on the contractor for the 30 day overlay project.

VI. COMMISSIONERS COMMENTS

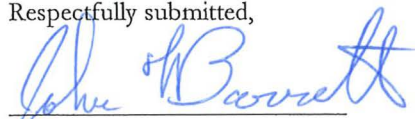
Monty Porter spoke on 39th Street off of Harrison near Van's Pig Stand being dark and asked about putting in reflectors along the edge of the drop off near the culvert. City Engineer, Seth Barkhimer, spoke on the possibility of putting in reflectors.

VII. ADJORNMENT

There being no further business to consider, a motion was made by Reuben Peltier, seconded by Rex Hennen, recommending the meeting be adjourned at 6:12pm. Motion carried 4-0.

Roll Call: Aye: Peltier, Porter, Hennen, MacDonald
 Nay: None

Respectfully submitted,



Jack Barrett, Chairman


Mikaylia Stewart, Administrative Assistant

Regular Board of Commissioners

2. c.

Meeting Date: 11/15/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Renewal of an Agreement with the Housing Authority of the City of Shawnee for Supplemental Police Services.

Attachments

Memo

Contract



City of Shawnee



Chief Mason Wilson

16 W 9th

Shawnee, Oklahoma 74801

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

E-Mail: mwilson@shawneeok.org

FROM : Mason Wilson
Chief of Police 

TO : Andrea Weckmueller-Behringer
City Manager

SUBJECT : Request to renew Shawnee Housing Authority Contract

DATE : November 10, 2021

I am submitting the contract for HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES for approval by the City Commission.

This is an annual renewal of the existing contract to provide a Housing Officer to respond to Shawnee Housing Authority properties.

There are no changes to this contract from the previous year.

HOUSING AUTHORITY OF THE CITY OF SHAWNEE, OKLAHOMA CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Contract, made and entered into this 1st day of November, 2021, by and between The Housing Authority of the City of Shawnee, Oklahoma, (hereinafter called the "Authority") and the City of Shawnee, Oklahoma, (hereinafter called the "City") is for the provision of specific police services associated with the Authority's security programs.

WHEREAS, the Authority desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel (police and civilian) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of one fulltime police officer(s) to perform 40 hours of specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this Contract. Sworn officer(s) shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officer(s) to targeted areas during specific periods of time identified by the Authority and agreed upon by the City as high crime or high workload periods, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and that the police department's Crime Prevention Unit (or other unit whose primary responsibility is to develop and maintain communications with residents) will assist in developing or enhancing crime prevention programs in the public housing communities.
- D. The City agrees to collect and provide workload data in public housing developments. This will include providing copies of all police reports for incidents pertaining to public housing developments

- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Authority's administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member or a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department personnel will meet with resident leadership and management representatives of the Authority on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least annually.
- G. The City agrees that a policy manual exists to regulate police officer(s)' conduct and activities; all police officer(s) have been provided a copy of the policy manual; the department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and the personnel have been trained on the regulations and orders within the manual.
- H. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officer(s) to carry out the duties anticipated under this Contract. Any additional automobiles, motor vehicles, bicycles or other equipment requested by the Authority will be furnished at the expense of and shall remain the property of the Authority. The Authority and City may mutually agree to lease equipment or vehicles.
- I. The police department will provide to officer(s) a minimum of sixteen (16) hours of training on community relations and interpersonal communication skills within a year of accepting an HA assignment.
- J. The City agrees to provide, at a minimal cost to the Authority, criminal background checks of proposed applicants. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.
- K. The police department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority or that official's designate.

The Administrative Liaison Officer will ensure that the Assigned Personnel perform the following duties:

1. Coordinate the dissemination and processing of police and security reports and coordinate in resolving problems or in carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Beat/Zone Commanders and other police personnel;
3. Prepare semiannual progress reports and evaluations of services requested and provided under this Contract for review by the Executive Director, the Police Chief, appropriate Deputy Chiefs and Beat/Zone Commanders and identified community representatives; and political leadership, e.g. mayor and council members.
4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Attend a minimum of one Resident Advisory Board meeting each year;
 6. Coordinate security workshops and training seminars for residents and Authority staff;
 7. Assist or advise the planning and implementation of other grant-funded security programs within the Authority; and
 8. Meet on a weekly basis with Authority staff to address problems and needs in Authority areas.
- L. In the event that a Housing Authority provides its own police/security services, the City shall provide the dispatch function for Housing Authority Police patrol units. The Housing Authority will provide specifications of the performance requirements to meet the communications needs.
- M. The City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officer(s) and all employee benefits, as well as any injury to officer(s), their property, or the City's property while on the Authority's property.
- N. The Assigned Personnel shall possess and maintain CLEET Certification.

SECTION TWO: SERVICES PROVIDED BY THE AUTHORITY

- A. The Authority will provide training of residents, Authority on-site management staff and the Assigned Personnel with information on community policing and crime prevention issues associated with public housing. This may include, but not be limited to, training in the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;
 3. Drug awareness and control;
 4. Orientation and familiarization with the public housing communities for the assigned officer(s); and
 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Authority will provide the following in-kind accommodations, services and equipment:
1. Accommodations – The Authority will provide suitable space to be used as a satellite office at each site targeted for additional police services.
 2. Services – Each satellite office will be supplied with utilities (water, heat, electricity) and routine and extraordinary maintenance by personnel of the Housing Authority.
 3. Equipment – Each satellite office is to be supplied with any other additional equipment mutually agreed upon in connection with the performance of this Contract.

4. Modification/Damage – The Authority will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City’s operational needs. Any damage to the unit or equipment provided by the Housing Authority for City employees, which the Authority determines to be above the normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the Authority.
- C. The Authority shall provide a annual assessment of the results achieved, as measured against the performance objectives specified in the Plan of Operations listed in Article IV of this Contract.
 - D. The Authority shall reserve the right to reasonably request the police department to replace any Assigned Personnel for the following reasons:
 1. Neglect or non-performance of duties;
 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 3. Criminal action;
 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment to the Authority;
 5. Inadequate punctuality or attendance; or
 6. Substantiated complaints from public housing residents or management.

The Authority shall provide a written enumeration of the reasons for the request for replacement of the Assigned Personnel, including documentation and witnesses to the alleged behaviors.
 - E. The Authority will provide the City with a Public Housing Police Report Form(s) for assigned officer(s) to complete. These forms are not to replace police reports utilized by the City.
 - F. The Authority will provide the City with the applicable Authority rules and regulations for compliance with this Contract.
 - G. The Authority will work with the police department to subsidize housing or rent costs for volunteer police officer(s) to reside in a public housing development selected by the Authority.

ARTICLE II

Enforcement of Rules and Regulations

- A. The City, through its police officer(s), is hereby empowered to enforce the following Authority rules and regulations:
 1. Unauthorized visitors in unoccupied structures of the Authority shall be removed.
 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
 3. Unauthorized visitors destroying, defacing or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.

With Regard to the foregoing rules and regulations, the City's police officer(s) are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officer(s), is hereby empowered to enforce Authority rules or regulations.
- C. The City, through its police officer(s), is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda attached hereto or incorporated herein now or in the future.
- D. Nothing herein contained shall be construed as permitting or authorizing police officer(s) to use any method or to act in any manner in violation of law or of their sworn obligation as police officer(s).

ARTICLE III Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Authority will have unrestricted access to all public information which in any way deals with the criminal activity in any of the Authority's communities. It is further agreed that the City police department will provide the Authority copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City police department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The police department will require all Assigned Personnel (police officer(s)) to complete incident reports provided by the Authority at the conclusion of each week and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

- a. Hours worked: foot, bicycle, motorized, other
- b. Calls/requests for service
- c. Suspicious persons - name and description
- d. Vehicles abandoned/towed/stolen
- e. Drug paraphernalia confiscated/found
- f. Arrests/citations of both residents and outsiders to include age, sex, ethnicity
- g. Property recovered/stolen
- h. Counseling of residents and visitors
- i. Broken lights/sidewalks & safety issues

- j. Graffiti & vandalism
- k. Vehicle license number of suspicious persons
- l. Weapons violations/seized
- m. Workshops, seminars, and any community policing events

2. Media Coordination

The police department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation

The City and the Authority agree that any evaluation shall include:

- 1. Hours worked by police officer(s) for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. K-9 patrol
 - e. Special operations
- 2. Response time to targeted communities by City-paid officer(s) and Authority-paid officer(s) by Priority I (emergency), Priority II (non-emergency), and Priority III (if utilized)
- 3. Comparison of crime and workload in the targeted communities for the previous 4 years and the period of the Contract
- 4. Arrests (to include drug violations)
- 5. Vehicles towed
- 6. Positive contacts
- 7. Referrals
- 8. Trespassers removed
- 9. All UCR or NIBRS Reports
- 10. Calls for service
- 11. Weapons seized
- 12. Property stolen/recovered
- 13. Community feedback
- 14. K-9 use log

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Authority property.

ARTICLE IV Plan of Operations

- A. The City and the Authority shall prepare a detailed plan of operations for use in eliminating crime. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc.;
 5. Hours of operation, to encompass schedules of major tasks and activities; and
 6. Community interface to evidence the methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be prepared for review and acceptance within thirty (30) days from the date of execution of this Contract by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.
- C. If during the term of the Contract either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for one (1) year(s) beginning on the date approved by both parties.

ARTICLE VI Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Contract in a total amount not to exceed Fifty thousand dollars and no cents (\$ 50,000.00), in the following expense categories:

Expense Category	Amount
Assigned Personnel Salaries	<u>\$ 50,000.00</u>

(Reimbursement of Law Enforcement over and above the baseline of services.)	
Administrative Liaison Officer	\$ <u>0.00</u>
Prorated Salary and Benefits	
Communications/Other Miscellaneous	\$ <u>0.00</u>
Expenses/Equipment	

- B. The Authority shall reimburse the police department on a monthly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures. Total reimbursement shall not exceed \$50,000.00 for one full time officer for one year and is contingent on receiving funding.
- C. The percent of overtime authorized under this Contract for court appearances or other hearings is 0%.
- D. The City shall provide the following documentation in requesting reimbursement:
1. Copies of Certified Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.
 2. Copies of receipts for other allowable communications and other miscellaneous expenses shall be subject to pre-approval, and shall be accompanied, at the time of reimbursement request, by a brief explanation of the expense incurred.
- E. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee, and the Authority shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement.

ARTICLE VII Termination

- A. The Authority may terminate this Contract upon the provision of thirty (30) days written notice to the City. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written notice to the Authority. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority:	Housing Authority of the City of Shawnee, OK 601 West 7 th Street P.O. Box 3427 Shawnee, OK 74802-3427
------------	--

City: City of Shawnee
Shawnee Police Department
P.O. Box 1448
Shawnee, OK 74802-1448

ARTICLE IX
Construction of Laws

This Contract is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts:

- (a) This Contract;
- (b) Any subsequent addenda agreed to by both parties.

ATTEST:

Special Projects Manager
Housing Authority of the City
of Shawnee, OK

Executive Director
Housing Authority of the City
of Shawnee, OK

ATTEST:

City Clerk
City of Shawnee, OK

Mayor
City of Shawnee, OK

APPROVED AS TO FORM:

Police Chief
City of Shawnee, OK

City Manager
City of Shawnee, OK

APPROVED AS TO FORM AND LEGALITY THIS ____ DAY OF _____, 2021.

City Attorney
City of Shawnee, OK

Regular Board of Commissioners

2. d.

Meeting Date: 11/15/2021

Change Order

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Approve Change Order No. 1 for the Whittaker Street Rehabilitation Project.

Attachments

Change Order No. 1



Office of Engineering
MEMORANDUM

DATE: Monday, November 15, 2021
TO: Honorable Mayor and Members of the City Commission
FROM: Seth Barkhimer, City Engineer
RE: Whittaker Street Change Order #1

Staff respectfully requests approval of the attached change order for the Whittaker Street project.

Included within the CO:

- Upon beginning construction, the contractor and staff discovered the existing water main was much shallower than expected. This lack of depth led to delays in project demolition and overall efficiency of work. Likewise, it necessitated the removal of the existing main rather than its abandonment in place.
- There is an existing gas main that wasn't included in the design plans that caused delays in construction and forced the contractor the hand dig in some areas.
- The field conditions necessitated the addition of additional retaining wall at the outer edge of the sidewalk in some areas.
- Deduction of sidewalk from Whittaker Street to Highland Street along Center.

CHANGE ORDER NO. 1

Project: WHITTAKER STREET REHABILITATION
SHAWNEE, OKLAHOMA

Project Number: 20SHAWWHITST

Date: November 1, 2021

Contractor: Wynn Construction Co., Inc.
11901 North Eastern Ave.
Oklahoma City, OK 73131

The following changes are hereby made to the Contract Documents and associated agreement dated June 7, 2021. The table outlines MISC CHANGES required for water line installation, costs for the required Retaining Wall, and the deduct of the sidewalk on the east side of Center, from Whittaker to Highland.

Item No.	Description	Original Bid Amount	Revised Total	Change Amount
1.	See Attached Exhibit A 'MISC CHANGES (002)'	-	\$43,288.60	\$43,288.60
2.	Retaining Wall Exhibit B 'RETAINING WALL'	-	\$41,458.60	\$41,458.60
3.	Concrete Sidewalk	\$9,200.00	\$1,380.00	-\$7,820.00
4.	Handicap Ramp with Tactile Warning Dome	\$9,600.00	\$8,400.00	-\$1,200.00

Original Contract Price: \$565,405.00
Change to Contract Price from this Change Order: \$75,727.20
New Contract Price: \$641,132.20

Change to Contract Time: 40 Additional Calendar Days due to additional work.

Approvals:

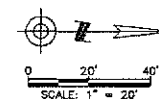
Submitted by:  Date: 11-3-21
(Wynn Construction Co., Inc.)

Recommended by:  Date: 11/2/21
(Holloway, Updike & Bellen)

Approved by: _____ Date: _____
(City of Shawnee)



- 1 SAW PAVEMENT (FULL DEPTH)
MATCH EXISTING ELEV. WITH NEW PAVEMENT
- 2 CONSTRUCT NEW SIDEWALK
- 3 INSTALL SIDEWALK RAMP, ODOT STD R-RBE TYPE ()
- 4 CONSTRUCT VALLEY GUTTER PER DETAIL 1/7
- 5 ADJUST VALVE BOX TO GRADE
- 6 ADJUST MANHOLE TO GRADE
- 7 RELOCATE/ADJUST EXISTING WATER METER
- 8 RELOCATE/RECONNECT FIRE HYDRANT
- 9 REPLACE ROOF DRAIN PER PAY ITEM NOTE 29
- 10 REMOVE/RESET SIGN
(RELOCATE WHEN NECESSARY)
- 11 INSTALL SCHOOL X-SING (SI-1)
PER DETAIL 6/5
*ADD ALT NO. 1 w/ RRB CONSOLE-IN-PLACE
- 12 2" x 8" x 0'-0" WHITE BARS CROSSWALK



	ASPHALT PAVEMENT FULL REPLACEMENT
	DRIVEWAY (REMOVE & REPLACE)
	CONCRETE SIDEWALK/CONCRETE VALLEY GUTTER
	STAMPED CONCRETE
	STREET ADDRESS

REVISION		BY	DATE
N CENTER ST			
PLAN ST			
WHITTAKER STREET REHABILITATION			
SHAWNEE MUNICIPAL AUTHORITY\			
CITY OF SHAWNEE, OKLAHOMA			
ENGINEERING SERVICES DEPARTMENT			
PLANS AND ESTIMATES PREPARED BY:		HOLLOWAY, UPGRADE & ILLUM. INC. 803-A S 19TH STREET BROOKLYN ARROW, OKLAHOMA 74012	
PLAN SCALE:	1" = 20'	OWNER:	DESIGNED:
		SURVEY:	DIST:
PROFILE SCALE:		PROG. WORK:	
HORIZONTAL:		LEAD ENGR:	
		FIELD NEGR:	
VERTICAL:		RECOMMENDED:	DATE: 2021
		DESIGN MANAGER:	SHEET 11 OF 26 SHEETS

Regular Board of Commissioners

2. e.

Meeting Date: 11/15/2021

Mayor's Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

---Steve Reese 1st Partial Term

Expires: June 1, 2023

Replaces Cami Engles – Resigned

Attachments

Reese



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Steve Reese</u>	Application Date: <u>11/1/21</u>
Address: <u>23 Cherokee Blvd, Shawnee 74801</u>	Date of Birth: <u>2/14/65</u>
Mailing Address: <u>23 Cherokee Blvd, Shawnee OK 74801</u>	
Daytime Phone: <u>(405) 585-6580</u>	Fax: _____ Email: <u>steve@soldonshawnee.com</u>
Profession: <u>Realtor</u>	
Business Name: <u>Sold on Shawnee Real Estate</u>	
Business Address: <u>23 Cherokee Blvd, Shawnee OK 74801</u>	
Business Phone: <u>(405) 585-6580</u>	Fax: _____ Email: <u>steve@soldonshawnee.com</u>

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

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

If so, please list the board/committee: Traffic Commission

How many years have you lived in Shawnee? 46

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

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

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

I sell real estate, but I really sell the community. but I really sell the community. One of the highest honors

I have in the real estate is advocating for private property rights and keeping barriers to homeownership

low. Helping shape Shawnee's future dovetails perfectly in my goals and business vision.

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

I have a passion for making Shawnee a more attractive, livable community. I have a strong background in

non-profit association management, communications, and public and government relations. Im part of a

small minority of Realtors who lobbies legislators and Members of Congress on property rights and infrastructure issues.

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

I've volunteered on several levels for Community Renewal. I'm helping on a lake advisory committee.

I volunteer heavily with Realtor associations and its political action committee.

List education, including degree(s) earned:

I left OBU in my senior year to pursue my real estate career. There were enough music teachers in my

family, and I'm more wired as an entrepreneur.

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

Last year I was appointed to the Shawnee Traffic Commission.

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
Michele Freeman	client, friend	(405) 788-6929
Ed Bolt	friend, fellow volunteer	(405) 650-1439
Tiffany Nagel Monroe	pastor, friend	(405) 473-6652

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 Steve Reese

Date 11/1/21

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

Send completed application to:

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

Regular Board of Commissioners

2. f.

Meeting Date: 11/15/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Jay Lester from the Planning Commission.

Attachments

Resignation

Kacie Eck

From: Kacie Eck
Sent: Tuesday, November 9, 2021 9:09 AM
To: Kacie Eck
Subject: Lester Resignation

From: J Lester
Sent: Thursday, October 28, 2021 8:06 PM
To: Rachel Clyne
Subject: Moving out of Shawnee

Rachel,
I regret to inform you that I can no longer be a commissioner for the planning commission in Shawnee. The requirement is to live in Shawnee and I am moving outside of city limits, but I will still be in the area. Although my term was short, I enjoyed what time I did have on the board.
Thank you for the opportunity,
Jay Lester

Regular Board of Commissioners

2. g.

Meeting Date: 11/15/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Kay Wheeler from the Shawnee Urban Renewal Authority.

Attachments

Resignation

Kacie Eck

From: Kacie Eck
Sent: Tuesday, November 9, 2021 9:10 AM
To: Kacie Eck
Subject: Wheeler Resignation

From: KAY WHEELER
Sent: Sunday, October 31, 2021 5:37 AM
To: Ed Bolt - Mayor
Subject: SURA Board

I am resigning from my position on the SURA Board immediately.

[REDACTED]

Thank you for giving me the opportunity to serve Shawnee.

Kay

Regular Board of Commissioners

2. h.

Meeting Date: 11/15/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Steve Reese from the Traffic Commission.

Attachments

Reese

Kacie Eck

From: Kacie Eck
Sent: Tuesday, November 9, 2021 9:11 AM
To: Kacie Eck
Subject: Reese Resignation

From: Steve Reese
Sent: Monday, November 8, 2021 4:23 PM
To: Lisa Lasyone
Subject: Traffic Commission Resignation

I resign effective immediately from the Traffic Commission due to my anticipated appointment to the Planning Commission.



Steve Reese

REALTOR®, ABR, CRS, e-PRO, GRI
(405) 585-6580 | Steve@SoldonShawnee.com
www.SoldonShawnee.com
NextHome Central Real Estate



See how COVID-19 has changed how we conduct real estate transactions.



Regular Board of Commissioners

2. i.

Meeting Date: 11/15/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 1 Johnston Tract, 16816 Magnino Road

From: Jose and Jennifer Massey

To: Sutton Ryan Petz Irrevocable Trust C/O Jordan Monk Reber, PC

(Correction from the October 4, 2021 City Commission agenda.)

Attachments

Lake Lease



Development Services

To: City Commission
CC: Seth Barkhimer, City Engineer
Kevin Moore, Building Inspector
From: Sandi Rehagen, Permit Technician
Date: 8 November 2021
Re: 16816 Magnino Rd, Johnston Tract, Lot 1

On October 4th, 2021, a lake lot lease transfer was presented and approved for 16816 Magnino Rd, Magnino A Tract, Lot 1. It was determined after October 4th, 2021, that the Tract name was incorrect. A Scribner's error was made, Magnino A Tract was named instead of Johnston Tract. The proposed lake lot lease transfer is for 16816 Magnino Rd, Johnston Tract, Lot 1.

Community
Development
Department



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

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

Date: 11/9/2021	License No. 5176
Type	☐ Renewal ☒ Transfer
Commission Meeting Date	15 November, 2021
Property Address	16816 Magnino Rd
Lake Site Location	Johnston Tract / Lot 1
Lease Dates	09/20/2021 - 09/20/2051
Lease Fee (changes annually)	\$746.00
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Sutton Ryan Petz Irrevocable Trust C/O Jordan Monk Reber, PC
Address	17300 Dallas Parkway Suite 2050, Dallas TX 75248
Phone	405.478.3508 / 972.392.1123
Current Lessee (Transfer From)	
Name(s)	Jose & Jennifer Massey
Address	16816 Magnino Rd, Shawnee, OK 74801
Phone	405.567.5355
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☐ Conventional ☒ Aerobic
Last Inspected/Pumped	05/22/2018
Miscellaneous Comments:	Inspection Fee - \$75.00 Lease Payment - \$746.00 Transfer Fee - \$1000.00
Fees Collected	\$1821.00 - Ck 3615 - Rec No. 600



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 5176 TRACT NAME Johnston LOT # 1

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/20/2021 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

SUTTON RYAN PETZ IRREVOCABLE TRUST, C/O JORDAN MONK REBER, PC
17300 DALLAS PARKWAY SUITE 2050
DALLAS, TX 75248

PARTY OF THE SECOND PART.

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

16816 MAGNINO RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

 _____
PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

5.

Meeting Date: 11/15/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Johns Hopkins University Cities of Service: Love Your Block Grant Agreement for Cash Funding.

Attachments

Memo

Agreement



Agenda Item Memo #5

Meeting: City Commission
Date: November 15, 2021
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a Johns Hopkins University Cities of Service: Love Your Block Grant Agreement for Cash Funding

Background: In September, the City of Shawnee was selected for the Johns Hopkins University Cities of Service, Love Your Block program. Shawnee was one of eight communities across the country chosen to participate this year.

The Love Your Block program is a two-year project that focuses on improving communities, one block at a time. In collaboration with community groups, the goal is to identify priority projects and award mini-grants in support of volunteer-fueled solutions, such as turning vacant lots into community gardens, helping elderly neighbors with home repairs, and generally activating resident volunteers to “love their blocks” and making them, and their cities, better places to live.

The attached funding agreement provides \$100,000 over a two-year period in two equal installments. The City will receive the first \$50,000 after the agreement is signed. The second half will be received in approximately one year.

Each year, \$30,000 is allocated for the Fellowship and \$20,000 for community projects. The Fellow will provide full-time administration of the program and is responsible for community outreach and the implementation of projects.

Financial Impact: \$50,000 revenue in FY22 and \$50,000 revenue in FY23, deposited in the General Fund, Revenue, Other Grant Revenue, 001-41440.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

**Johns Hopkins University
Cities of Service: Love Your Block
Grant Agreement for Cash Funding**

This Grant Agreement (the “Agreement”) is entered into as of this _____ day of _____, 20__ (the “Effective Date”), by and between Johns Hopkins University, on behalf of its Cities of Service Initiative, part of the Bloomberg Center for Public Innovation at Johns Hopkins University, located at 3400 N. Charles Street, Baltimore, MD 21218 (“JHU”) and the City of Shawnee, Oklahoma with offices located at 16 W. 9th Street, Shawnee, OK 74801 (“City”).

WHEREAS, Love Your Block is a grant program (“Program”) that brings city leaders and residents together to build stronger neighborhoods, one block at a time; and

WHEREAS, through the support of the Program, cities award mini-grants to residents and community partners to reduce blight and spur neighborhood-driven change; and

WHEREAS, Cities of Service, which is now situated at JHU with support from Bloomberg Philanthropies and AmeriCorps, announced in September 2021 eight cities (“Cohort”) that will each receive a \$100,000 grant over two years to support resident-led efforts to fight blight and fund a Love Your Block Fellow (“Fellow”) drawn from the community in accordance with this Agreement;

WHEREAS, each city will also receive up to two AmeriCorps VISTA members, as further outlined in a separate written agreement between the parties, and technical assistance from expert Cities of Service staff.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. Grant Overview

(a) The primary purpose of this Agreement is to establish the terms by which JHU will provide the City with Grant Funds (as hereinafter defined) through the Program in order to support the implementation of the Program, the approved Impact Volunteering initiative as described in **Exhibit A** (the “Initiative”), attached hereto and incorporated herein. The grant funding recognizes the City’s commitment to engage volunteers in blight remediation activities such as housing repair and vacant lot transformation to revitalize low-income neighborhoods.

(b) As described in **Exhibit B** (“Collaboration”), attached hereto and incorporated herein, the City commits to collaboration between the relevant City departments to ensure that Program goals are met. Should the current Mayor leave office during this agreement’s Term, the City will nonetheless ensure that the Program will continue to receive full support to meet all program objectives until the conclusion of the Term.

(c) The City and City Lead (as hereinafter defined) shall work fully and cooperatively with JHU, Cities of Service, and its strategic partners to achieve the goals of the Program, which include:

- i. Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the Initiative;
- ii. Hosting JHU/Cities of Service staff and strategic partners for a possible site visit;
- iii. Additional tasks as determined by JHU and in consultation with the City.

(d) Specific City programmatic responsibilities under this Agreement also include:

- i. The City, including the City Lead and the City staff working to implement the Initiative, must support all aspects of the Cities of Service Declaration of Service. See **Exhibit D**, attached hereto and incorporated herein.
- ii. Using the Grant Funds, the City must perform the final Initiative as outlined in **Exhibit A**.
- iii. The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives will participate in regular, high-touch technical assistance at the direction of JHU. This may include, but is not limited to: regular one-on-one monitoring and technical assistance phone calls, group calls or webinars with coalition members, in-person orientations, trainings, convenings, and site visits. It is expected that the City will communicate regularly and frequently with JHU and representatives of the Cities of Service coalition.
- iv. The City Lead, on behalf of the City, is expected to work with other cities in the Cities of Service network and the Cohort to develop and share best practices, as identified through the planning and implementation of the Initiative. This could include attending service-focused convening(s) and trainings related to the implementation work being supported by the Grant Funds.
- v. JHU expects to host the following in-person engagements during the term of the Agreement: Love Your Block Academy for VISTA member(s), Love Your Block Fellow and City Leads, City Convenings, and at least one site visit at the City. The City Lead is required to attend these in-person engagements, and participation is not-transferable to other city staff without permission from JHU. JHU will cover the costs of registration, travel, and lodging for any in-person convenings or site visits that JHU organizes or authorizes.
- vi. The City will provide JHU with before and after photos of all projects that are supported by the Grant Funds.

2. No Employment, Agency, Partnership, Joint Venture

Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Neither party shall permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as officers, directors, employees, agents, contractors, or representatives of the other party, nor shall they be authorized to make any commitment to incur any obligation on behalf of the other party.

3. Key Personnel

- (a) The City will identify and, subject to the prior written approval of JHU, appoint a City staff member to serve as the lead contact for this Agreement (“City Lead”). The City Lead will plan, direct, and evaluate the implementation of the Initiative by the City and the Fellow.
- (b) The City must notify JHU immediately in writing of any material changes to the City Lead’s employment status with the City or ability to fulfill the roles and responsibilities hereunder, including reassignments, resignations, terminations, promotions, or demotions and, at JHU’s request at any time, appoint a new City Lead in the manner provided herein.
- (c) Should there be any material changes to the current Mayor’s term of office during the Term, the City must notify JHU immediately in writing so that any appropriate conversations or actions can be taken by the parties.
- (d) The Fellow will be given the status of an employee of the City, and the City will accordingly be solely responsible for all of the Fellow’s salary, benefits, withholding taxes, and other employer responsibilities.

4. Term and Termination

- (a) This Agreement is for a period of two (2) years. The term of this Agreement shall commence on the Effective Date and shall terminate thirty (30) days after the later of the last day of service of the last AmeriCorps VISTA member or Love Your Block Fellow placed at the City (“Term”). The final day of the AmeriCorps VISTA members’ terms of service will depend on the official start date as determined by AmeriCorps.
- (b) Failure by the City to comply with any of the terms herein may be deemed a material breach of this Agreement. In the event of material breach, JHU may, at its option, terminate this Agreement and/or demand reimbursement for all or a portion of the unexpended Grant Funds, which the City shall pay within thirty (30) days of such demand.
- (c) The City agrees to notify JHU immediately in the event that the immediate reporting structure surrounding the City Lead changes; and/or any misappropriation of Grant Funds or other assets of the City related to the Initiative, which JHU may deem a material breach and proceed in accordance with Section 4(b).

5. Payment of Grant Funds

In consideration of the City performing the Initiative and subject to the terms and conditions of this Agreement, JHU shall provide the City with grant funds as described in **Exhibit C** (hereinafter referred to as the “Grant” and “Grant Funds”).

6. Use and Disbursement of Funds

- (a) The City must dedicate the Grant Funds solely to the materials and costs required for the Initiative and for no other purposes whatsoever.
- (b) The City must expend Grant Funds by the end of the Term. Any Grant Funds not so expended or committed in accordance herewith must be returned to JHU, unless otherwise authorized in writing by JHU.
- (c) The City acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Each Party agrees that in connection with this Agreement that it will abide by all applicable laws and regulations prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”). No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political Party official, political candidate, or employee thereof or to any third party while knowing that such promise or item of value or any portion thereof may be offered, promised, or given to a government official, political Party official, political Party candidate, or employee thereof for the purpose of obtaining or retaining business or securing any unfair advantage. Anti-Boycott Compliance. Each Party agrees not to take any action that would cause another Party to be in violation of United States anti-boycott laws and regulations or sanction programs or participate or cooperate, directly or indirectly, in an international boycott in any manner that could result in penalties under United States law.
- (d) The City shall make its books and records related to the Initiative and Grant Funds available for inspection at reasonable times by JHU or its assignee. The City shall maintain adequate records of expenditures , and reasonable supporting documentation therefor, for at least five years after completion of the City’s use of the Grant Funds. JHU may monitor and conduct evaluations of City operations under the Initiative. Such monitoring may include JHU’s personnel or assignees: (i) visiting the City to observe the Initiative, (ii) speaking with City staff members regarding the Grant, and (iii) conducting a review of financial and other records as further described herein.

7. Grant Benchmarks and Reporting.

The City shall perform the following:

- (a) The City shall submit an Initiative budget, in a format to be specified by JHU, for JHU to review by November 30, 2021.
- (b) The City shall complete an Impact Volunteering Initiative template and set metric goals for the Initiative by January 31, 2021.
- (c) The City shall submit interim and final program reports in a format to be specified by JHU.
- (d) The City shall submit interim progress reports electronically according to a reporting schedule and format to be specified by JHU. These reports will include, without limitation, highlighting the progress of the Initiative, challenges encountered along the way, lessons learned during the planning and implementation process, and narrative stories that demonstrate impact of the Initiative. Each interim report will be accompanied by a financial report to outline Grant Funds expended as well as cash and in-kind support received for the

Initiative. Reports should also include copies of any media coverage related to the Initiative as well as relevant photographs or videos.

- (e) As requested by JHU, the City shall submit reports on a more frequent basis containing such information and in a format reasonably requested by JHU.
- (f) The City shall submit a final written narrative and financial report electronically within 30 days of the conclusion of the Term in a format to be specified by JHU.

8. Media, Publicity, and Use of Name

- (a) The City agrees to acknowledge JHU Cities of Service’s funding, solely in the manner described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities and communications related to the Initiative in any format (together, “Media Releases”).
- (b) Unless otherwise requested or approved in advance by JHU, all Media Releases and all written acknowledgements that refers to the funding source of the Grant Funds: (1) shall acknowledge the financial support of “Cities of Service Initiative, part of the Bloomberg Center for Public Innovation at Johns Hopkins University” and (2) shall link to JHU’s Cities of Service’s website (<https://citiesofservice.jhu.edu/>).
- (c) Prior to any publication, release, distribution, or dissemination of any Media Releases, the City shall provide copies of all draft Media Releases to JHU and obtain JHU’s written consent. The City also shall not use JHU’s logo or the names of any of its trustees, officers, employees, or agents without the prior written consent of JHU. All requests for JHU approval shall be routed to Jeremy.sierra@jhu.edu and directed to the JHU Office of Communications.

9. Prohibition on Lobbying and Other Compliance with Tax Laws.

Grant Funds may not be used by the City to:

- (a) Lobby or carry on propaganda, or otherwise attempt to influence any specific legislation or government official or employee through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
- (b) influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- (c) engage in activities that require any person actively involved in the Program or Initiative to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or
- (d) to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in

a specific election.

10. City Representations, Warranties, and Covenants

- (a) The City represents and covenants to ensure that conduct by the City in the performance of the activities involving the Grant Funds shall not cause the City to be in violation of any federal, state, local or municipal law, rule, regulation, code or ordinance. The City further represents that it is not aware of any of the following ever having occurred with respect to prior distribution of grant funds under prior Program initiatives, and covenants to ensure that the following shall not occur with respect to the Grant Funds provided hereunder : (i) any misappropriation of assets of the City; (ii) the occurrence of an excess benefit transaction between the City and any of its disqualified persons or an act of self-dealing by any of the City's disqualified persons; (iii) a violation of the City's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.
- (b) The person signing this Agreement on behalf of the City represents and certifies that she or he has full, express power and authority to do so.
- (c) The City represents, warrants and covenants that (a) it has and shall maintain during the Term the proper licenses, permits and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health, and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it has established adequate safety policies, standards and protocols and that its personnel shall follow such policies, standards and protocols, including to remain in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in and require compliance with any applicable safety policies, standards and protocols promulgated by JHU, or the management of a facility occupied by JHU, while on a JHU/Cities of Service premises; (f) it shall ensure that the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, JHU may request the City to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

11. Equipment and Property

Unless otherwise explicitly provided and subject to Section 4(b), title to and ownership of all equipment, supplies, and real and personal property purchased or manufactured by the City under this Agreement will be in and remain with the City, even after completion or termination of the Agreement.

12. Proprietary Information and Confidentiality

- (a) The City shall comply with all applicable laws regarding data privacy, student record information, health

or medical information, and other personally identifiable information.

(b) “Confidential Information” means all non-public, confidential, and/or proprietary information that is marked as “Confidential Information” as described below and which is disclosed by one party to the other, including but not limited to software, inventions (whether patentable or not), algorithms, diagrams, drawings, processes, research, product or strategic plans or collaborations or partnerships, financial information, or business models. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.

(c) Both JHU and City shall have the right to refuse to accept any Confidential Information proffered to it by the other. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. The party who receives the other party’s Confidential Information (the “Receiving Party”) shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the “Disclosing Party”).

(d) Confidential Information shall not include any information disclosed that the Receiving Party can demonstrate (i) previously was in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available to the public at a later date through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by Receiving Party, its employees, or consultants.

(e) If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, the Receiving Party shall provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action, cooperate reasonably with Disclosing Party in connection with Disclosing Party’s efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply.

(f) Upon termination of this Agreement and/or earlier upon the Disclosing Party’s request, Confidential Information shall be promptly returned to the Disclosing Party or, at the Disclosing Party’s election, destroyed, with such destruction confirmed in writing. The Receiving Party may retain one archival copy of such Confidential Information, for the purpose of fulfilling its obligations under this Agreement.

(g) The obligations of confidentiality under this Article shall continue for a period of three (3) years following conclusion or early termination of this Agreement.

(h) This Section is subject to Section 15 (Publication).

13. Rights in Data

(a) JHU and City shall each respectively own data that they generate or collect in the performance of the Agreement. Each party shall retain ownership of any data it owns prior to or separate from this Agreement.

(b) Subject to JHU's legal ability to do so, JHU grants to City the irrevocable, royalty-free, nonexclusive right to receive copies of data generated hereunder and/or owned by JHU, subject to the terms of this Agreement and all applicable law and regulation, for non-commercial, internal purposes for the improvement of the City.

(c) Subject to the City's legal ability to do so, City grants to JHU the irrevocable, royalty-free, nonexclusive right to receive, use, copy, and distribute data generated hereunder and/or owned by City prior to or separate from this Agreement for JHU's research and educational purposes, including the right to publish in accordance with the terms of this Agreement and subject to confidentiality, use of name provisions, and applicable laws.

14. Intellectual Property

(d) City understands and acknowledges that JHU, through its employees, has intellectual property, knowledge, experience and expertise which has been acquired over a substantial number of years prior to entering into this Agreement ("JHU Background Intellectual Property"). JHU shall retain all rights to such JHU Background Intellectual Property. Nothing in this Agreement shall confer any right to City to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.

(a) Copyright in materials created or fixed in a tangible medium of expression by the City during the performance of the Initiative ("City IP") shall vest in City. City hereby grants to JHU an irrevocable, perpetual, worldwide, royalty-free, sublicensable or assignable, nonexclusive license to use, reproduce, distribute, display, perform, edit, adapt, and create derivative works or other materials of any nature from any such City IP for non-commercial purposes. Copyright in materials created or fixed in a tangible medium of expression jointly by both parties during the performance of the Initiative shall be owned jointly ("Joint IP"), with no obligation on either party to account to the other. Copyright in materials created or fixed in a tangible medium of expression by JHU pursuant to this Agreement shall vest in JHU ("JHU IP"). JHU hereby grants to the City an irrevocable, royalty-free, nonexclusive license to use any such copyright to JHU IP for non-commercial internal purposes.

15. Publication

City agrees that the results arising hereunder that are of general scientific, academic, or public policy interest, and which do not disclose City's Confidential Information, or data required to be kept confidential pursuant to relevant law, may be published by JHU.

16. Indemnification and Insurance

This Agreement shall not shift the risk of any party to another party. To the fullest extent permitted under applicable law, the City agrees to indemnify, defend, and hold harmless JHU (and its trustees, officers, employee, agents and contractors) against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against JHU by a third party, related to the Agreement. This indemnity shall not apply to the extent a claim arises out JHU's gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

17. Notices

With the exception of funds paid by City pursuant to this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, or by overnight courier, with proof of delivery by receipt, to the following address (or as either party shall designate by written notice to the other party):

If to **City**:

City of Shawnee
City Manager's Office
P.O. Box 1448
Shawnee, OK 74802-1448

If to **JHU**:

Original to:

Johns Hopkins University Research Administration
1101 E. 33rd Street, Suite B001
Baltimore, Maryland 21218
ATTN: CONTRACTS ASSOCIATE

Copy to:

Megan Prior
JHU Cities of Service
The Johns Hopkins University
3400 N. Charles Street
Baltimore, Maryland 21218

18. Warranty Disclaimers

City represents, warrants and covenants that City IP is original and that City and/or Fellow is the sole creator of City IP, except for any material incorporated into City IP created or owned by third parties, from whom the City has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third party material

in City IP, including the right to sublicense to JHU such material incorporated into City IP as outlined herein. The City further represents, warrants and covenants that City IP does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. City will indemnify and hold JHU, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

19. Headings

The headings in this Agreement are for the convenience of reference only, are not substantive parts of this Agreement, and shall not affect its interpretation.

20. Severability

If any provision or a portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

21. Survivability

Neither expiration nor termination of this Agreement shall relieve either party of its rights or obligations under Article 2 ("No Employment, Agency, Partnership, Joint Venture"), Article 8 ("Media, Publicity, and Use of Name"), Article 12 ("Proprietary Information and Confidentiality"), Article 13 ("Rights in Data"), Article 14 ("Intellectual Property"), Article 15 ("Publication"), Article 16 ("Indemnification and Insurance"), Article 17 ("Notices"), Article 18 ("Warranty Disclaimers"), Article 20 ("Severability"), Article 21 ("Survivability"), and Article 24 ("Entire Agreement").

22. Modifications

No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

23. Force Majeure

Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government, embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

24. Entire Agreement

This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

25. Assignment and Delegation

City may not assign this Agreement nor assign any of its rights under this Agreement, in whole or in part, except with the prior written consent of JHU. City may not delegate any part of its performance under this Agreement without the prior written consent of JHU, which may be withheld in its sole discretion. Any purported assignment of rights or delegation of performance in violation of this section is void.

26. Binding Agreement on Successors

This Agreement shall be binding upon each party's successors and assigns.

27. Waiver

Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance of waiver had occurred.

28. Counterparts

This Agreement may be executed in multiple counterparts, and by either party on separate counterpart, including by facsimile or PDF delivery, each of which is deemed an original and all of which constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW]

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

JOHNS HOPKINS UNIVERSITY

CITY

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

THE INITIATIVE

Shawnee, Oklahoma

Approximately 31,000 people call Shawnee home, and of those 31,000, 14.7% identify as Native American. Additionally, approximately 20.5% of the community lives below the poverty line. Shawnee is primarily designed in a north-to-south direction. The physical design of the community, while not intentional, creates an economic chasm that determines where families live. This separation perpetuates the cycle of poverty because the majority of low-income families live in the south and the businesses, grocery stores, medical facilities, and jobs that everyone needs easy access to be healthy and successful are located in the north, 4-5 miles away. Decrepit buildings, overgrown lots, broken-down and boarded-up structures, and inadequate public facilities such as parks are the norm in this area. Through Love Your Block efforts, the city hopes to address blight as a community-building activity. The city will engage resident volunteers to identify concerns of blight and projects that help address those concerns.

EXHIBIT B

THE COLLABORATION

**[TO BE COMPLETED BY CITY;
DETAILING LEAD AGENCIES AND ANY PARTNER AGENCIES OR ORGANIZATIONS AND HOW THEY WILL COLLABORATE]**

EXHIBIT C

GRANT PAYMENT TERMS

1. Subject to the terms of this Agreement, JHU will provide the City with up to \$100,000 in Grant Funds as more particularly described herein.
2. Grant Funds will be disbursed in two equal payments of \$50,000.
 - a. The first \$50,000 payment will be disbursed after this Agreement has been fully executed and JHU has approved the City's budget for the Grant Funds.
 - b. The second \$50,000 payment will be disbursed upon satisfactory completion, in JHU's sole discretion, of year 1 grant activities and submission of the first annual report, all in accordance with the terms of this Agreement.
3. Invoices shall be submitted to:
NAME
ADDRESS
EMAIL
PHONE

EXHIBIT D

CITIES OF SERVICE DECLARATION OF SERVICE

[SEE ATTACHED, TO BE SIGNED BY MAYOR]

Regular Board of Commissioners

6.

Meeting Date: 11/15/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Johns Hopkins University Cities of Service: Love Your Block Agreement for AmeriCorps VISTA Members.

Attachments

Memo

Agreement



Agenda Item Memo #6

Meeting: City Commission
Date: November 15, 2021
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a Johns Hopkins University Cities of Service: Love Your Block Agreement for AmeriCorps VISTA Members

Background: In September, the City of Shawnee was selected for the Johns Hopkins University Cities of Service, Love Your Block program. Shawnee was one of eight communities across the country chosen to participate this year.

The Love Your Block program is a two-year project that focuses on improving communities, one block at a time. In collaboration with community groups, the goal is to identify priority projects and award mini-grants in support of volunteer-fueled solutions, such as turning vacant lots into community gardens, helping elderly neighbors with home repairs, and generally activating resident volunteers to “love their blocks” and making them, and their cities, better places to live.

The attached agreement provides for the use of AmeriCorps VISTA members as part of the program. VISTA members serve for a one-year period. The Love Your Block program provides for up to two VISTA members for each of the two years. This service is provided at no cost to the City.

The AmeriCorps VISTA program is meant as a way for people to give back by volunteering in communities. The VISTA member is expected to participate 40 hours a week and is provided the following benefits:

- Bi-weekly living allowance of \$575.40. (\$14,960.40 for the full year.)
- At the end of the service year, an education voucher of approximately \$6,345 that can be used for tuition, or for loan forgiveness on federal student loans.
- Health insurance for the individual, or if they already have health insurance it provides a health care allowance of up to \$8,550 to pay deductible and other qualifying expenses (not premium).
- Possible relocation allowance when moving from over 50 miles.

Financial Impact: None.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

**Johns Hopkins University
Cities of Service: Love Your Block
Agreement for AmeriCorps VISTA Members**

This Agreement (the “Agreement”) is entered into as of this _____ day of _____, 20__ (the “Effective Date”), by and between Johns Hopkins University, on behalf of its Cities of Service Initiative, part of the Bloomberg Center for Public Innovation at Johns Hopkins University, located at 3400 N. Charles Street, Baltimore, MD 21218 (“JHU” or “Cities of Service”) and the City of Shawnee, Oklahoma with offices located at 16 W. 9th Street, Shawnee, OK 74801 (“City”).

WHEREAS, Love Your Block is a grant program (“Program”) that brings city leaders and residents together to build stronger neighborhoods, one block at a time; and

WHEREAS, through the support of the Program, cities award mini-grants to residents and community partners to reduce blight and spur neighborhood-driven change; and

WHEREAS, in accordance with a separate written agreement between the parties, Cities of Service, which is now situated at JHU with support from Bloomberg Philanthropies and AmeriCorps, announced in September 2021 eight cities (“Cohort”) that will each receive a \$100,000 grant over two years to support resident-led efforts to fight blight and fund a Love Your Block Fellow (“Fellow”) drawn from the community;

WHEREAS, each city will also receive up to two (2) AmeriCorps VISTA members (“VISTAs”), as provided in this agreement between the parties, and technical assistance from expert Cities of Service staff; and

WHEREAS, this Agreement sets forth the parties’ understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. §§4950 et seq.), hereafter referred to as “the Act.” Neither AmeriCorps nor the AmeriCorps VISTA program is a party to this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions and any sums to be paid, the parties hereto agree as follows:

1. Grant Overview

- (a) The primary purpose of this Agreement is to establish the terms by which JHU will facilitate availability to the City up to two (2) AmeriCorps VISTA members (“VISTAs”) in order to support the implementation of the Program and the approved Impact Volunteering initiative as described in Exhibit A (the “Initiative”), attached hereto and incorporated herein. The human capital recognizes the City’s commitment to engage volunteers in blight remediation activities such as housing repair and vacant lot transformation to revitalize low-income neighborhoods.

- (b) As described in Exhibit B (“Collaboration”), attached hereto and incorporated herein, the City commits to collaboration between the relevant City departments to ensure that Program goals are met. Should the current Mayor leave office during this agreement’s Term, the City will nonetheless ensure that the Program will continue to receive full support to meet all program objectives until the conclusion of the Term.

2. Grant and Benchmarks

- (a) Contingent on availability from AmeriCorps, in addition to other factors and availability of resources, JHU will facilitate availability to the City up to two (2) VISTAs for each year of this two-year program to support the Initiative. In accordance with AmeriCorps VISTA and AmeriCorps policies and procedures, JHU shall promptly respond to written requests by the City to remove any VISTAs from the Initiative.
- (b) In collaboration with JHU, the City must perform the following benchmarks:
 - a. Complete an Impact Volunteering initiative template and set metric goals for the Initiative by January 31, 2022
 - b. Complete interim and final progress reports in a format and frequency to be specified by JHU. These reports will include highlighting the progress of the Initiative, challenges encountered along the way, lessons learned during the planning and implementation process, and narrative stories that demonstrate impact of the Initiative. Reports should also include copies of any media coverage related to the Initiative as well as relevant photographs or videos.
- (c) The City and the City Lead will work with JHU and its strategic partners to advance the goals of Cities of Service, which may include:
 - a. Ensuring the participation and support of local funders and key cross-sector partners, with the goal of encouraging long-term sustainability of the Initiative.
 - b. Hosting JHU/Cities of Service staff and strategic partners for a possible site visit.
 - c. Additional tasks as determined by JHU/Cities of Service and in consultation with the City.

3. City Responsibilities

- (a) City must execute the final Love Your Block Initiative detailed in **Exhibit A**.
- (b) City must support all aspects of the Cities of Service Declaration of Service, attached as **Exhibit C**.
- (c) The City Lead and any other City staff assisting with the Initiative and related strategic volunteer initiatives will participate in regular, high-touch technical assistance at the direction of JHU. This may include, but is not limited to: regular one-on-one monitoring and technical assistance phone calls, group calls or webinars with coalition members, in-person orientations, trainings, convenings, and site visits. It is expected that the City will communicate regularly and frequently with JHU and representatives of other cities in the Cities of Service network/coalition.
- (d) The City Lead, on behalf of the City, is expected to work with other cities in the Cities of Service network and the Cohort to develop and share best practices, as identified through the planning and implementation of the Initiative. This could include attending service-focused convening(s) and trainings

related to the implementation work.

- (e) JHU expects to host the following in-person engagements during the term of the Agreement: Love Your Block Academy for VISTA member(s), Love Your Block Fellow and City Leads, City Convenings, and at least one site visit at the City. The City Lead is required to attend these in-person engagements, and participation is not-transferable to other city staff without permission from JHU. JHU will cover the costs of registration, travel, and lodging for any in-person convenings or site visits that JHU organizes or authorizes.
- (f) City will provide JHU with before and after photos of all Initiatives.

4. No Employment, Agency, Partnership, Joint Venture

Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer, or joint venture. Neither party shall permit any of its officers, directors, agents, employees, representatives, contractors, successors, assigns, or anyone acting on their behalf to represent or hold out itself or themselves as officers, directors, employees, agents, contractors, or representatives of the other party, nor shall they be authorized to make any commitment to incur any obligation on behalf of the other party.

5. Key Personnel

- (a) The City will identify and, subject to the prior written approval of JHU, appoint a City staff member to serve as the lead contact for this Agreement (“City Lead”). The City Lead will plan, direct, and evaluate the implementation of the Initiative. The City will also identify a VISTA Supervisor to serve as the direct supervisor of the VISTAs. It is strongly preferred, but not required, that the City Lead serve as the VISTA Supervisor. The VISTA Supervisor will provide ongoing, regular support and mentorship to the VISTAs.
- (b) The City must notify JHU immediately in writing of any material changes to the City Lead’s or VISTA Supervisor’s employment status with the City or ability to fulfill the roles and responsibilities hereunder, including reassignments, resignations, terminations, promotions, or demotions and, at JHU’s request at any time, appoint a new City Lead in the manner provided herein.
- (c) Should there be any material changes to the current Mayor’s term of office during the Term, the City must notify JHU immediately in writing so that any appropriate conversations or actions can be taken by the parties.

6. Term and Termination

- (a) This Agreement is for a period of two (2) years. The term of this Agreement shall commence on the Effective Date and shall terminate thirty (30) days after the later of the last day of service of the last AmeriCorps VISTA member or Love Your Block Fellow placed at the City (“Term”). The final day of the

AmeriCorps VISTA members' terms of service will depend on the official start date as determined by AmeriCorps.

- (b) Failure by the City to comply with any of the terms herein may be deemed a material breach of this Agreement. In the event of material breach, JHU may, at its option, terminate this Agreement and/or demand reimbursement for the value of VISTA/AmeriCorps resources provided.
- (c) The City agrees to notify JHU immediately in the event that the immediate reporting structure surrounding the City Lead changes; and/or any misappropriation of assets of the City related to the Initiative, which JHU may deem a material breach and proceed in accordance with Section 6(b).

7. Anti-Bribery and Anti-Boycott

The City acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist related lists promulgated by the U.S. Government, the United Nations, and the European Union. Each Party agrees that in connection with this Agreement that it will abide by all applicable laws and regulations prohibiting bribery and corruption, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"). No Party will offer, promise or give, directly or indirectly, anything of value to any government official, political Party official, political candidate, or employee thereof or to any third party while knowing that such promise or item of value or any portion thereof may be offered, promised, or given to a government official, political Party official, political Party candidate, or employee thereof for the purpose of obtaining or retaining business or securing any unfair advantage. Anti-Boycott Compliance. Each Party agrees not to take any action that would cause another Party to be in violation of United States anti-boycott laws and regulations or sanction programs or participate or cooperate, directly or indirectly, in an international boycott in any manner that could result in penalties under United States law.

8. Media, Publicity, and Use of Name

- (a) The City agrees to acknowledge JHU Cities of Service, solely in the manner described below, in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities and communications related to the Initiative in any format (together, "Media Releases").
- (b) Unless otherwise requested or approved in advance by JHU, all Media Releases and all written acknowledgements that refer to the Program or Initiative: (1) shall acknowledge the support of "Cities of Service Initiative, part of the Bloomberg Center for Public Innovation at Johns Hopkins University" and (2) shall link to JHU's Cities of Service's website (<https://citiesofservice.jhu.edu/>).
- (c) Prior to any publication, release, distribution, or dissemination of any Media Releases, the City shall provide copies of all draft Media Releases to JHU and obtain JHU's written consent. The City also shall not use JHU's logo or the names of any of its trustees, officers, employees, or agents without the prior

written consent of JHU. All requests for JHU approval shall be routed to Jeremy.sierra@jhu.edu and directed to the JHU Office of Communications.

- (d) The City is also required to verify that all digital properties, media materials, and other relevant items reflect their association with AmeriCorps in accordance with AmeriCorps requirements. The City may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced herein.

9. City Representations, Warranties, and Covenants

- (a) The person signing this Agreement on behalf of the City represents and certifies that she or he has full, express power and authority to do so.
- (b) The City represents, warrants and covenants that (a) it has and shall maintain during the Term the proper licenses, permits and rights to perform the activities described herein; (b) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations including, but not limited to, all environmental, safety and health, and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and it shall remain in compliance during the Grant Term; (c) it has established adequate safety policies, standards and protocols and that its personnel shall follow such policies, standards and protocols, including to remain in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (e) it shall instruct its personnel in and require compliance with any applicable safety policies, standards and protocols promulgated by JHU, or the management of a facility occupied by JHU, while on a JHU/Cities of Service premises; (f) it shall ensure that the personnel shall have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the activities under this Agreement; (g) the personnel are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (h) it shall use reasonable efforts to avoid employing any persons or using any labor, or using or having any equipment, or permitting any condition to exist which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this Agreement. At any time, JHU may request the City to present copies of its programs, policies and/or documentation as to any training provided by it to its personnel including, but not limited to, OSHA-related training.

10. AmeriCorps VISTA Provisions.

- (a) **Status of VISTAs During Service.** VISTAs, in the course of their volunteer service, shall not be considered employees of either the City or JHU. Because VISTAs serve under the authority of federal statute, their employment relationship is with the federal government and not with JHU, and is governed by federal law, not state law. A VISTA is a federal resource on loan to a local organization. VISTAs are regarded as federal employees only for rather limited purposes, as defined under 42 U.S.C. § 5055 of the Act; specifically members are considered Federal employees for purposes of the Hatch Act, the Federal Employees' Compensation Act (worker's compensation), the Federal Tort Claims Act, certain provisions

of the IRS Code, and Title II of the Social Security Act. They are not regarded as federal employees for any other purposes, including for purposes of unemployment compensation. Monetary allowances paid by AmeriCorps to VISTAs are not regarded as wages. Monetary allowances are considered income for income tax and Social Security purposes.

- (b) **Reporting on AmeriCorps VISTA Members.** The City will maintain such records and accounts, and make such reports and investigations concerning matters involving VISTAs and the Program as JHU may require. The City agrees to retain such records as JHU may require for a period of five (5) years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to JHU for the purpose of litigation, audit or examination.

(c) **City Responsibilities regarding VISTAs.**

- a. Lead in the recruitment of applicants to become VISTAs for every year of the Term.
- a. Arrange and be responsible for providing on-site orientation and training for all incoming VISTAs members within the first month of their service.
- b. Assist in the provision of pre-service, early service, and in-service training, as specified by JHU.
- c. Operate the project in accordance with the provisions of the Act, applicable program policies and regulations, and other federal laws, regulations, and policies which are, or become, applicable to the Program.
- d. Provide for service-related transportation (excluding daily commute expenses) and other project support as specified by Cities of Service.
- e. Ensure participation by the City's VISTA Supervisor(s) in VISTA supervisory orientation provided by JHU.
- f. Ensure that VISTA members are working exclusively in low-income neighborhoods. That is, neighborhoods with a median household income that is lower than the Census Bureau's average median household income for the City.
- g. Provide VISTA members with appropriate workstations including a computer, telephone, city email address, and city phone line.
- h. Make every reasonable effort to ensure that the health and safety of VISTAs are protected during the performance of their assigned duties. The City shall not assign or require VISTAs to perform duties which would jeopardize their safety or cause them to sustain injuries.
- i. Must indicate to JHU the actual departure date(s) of VISTAs who leave prior to completion of service date(s).
- j. Allow VISTAs opportunities to participate in local and/or national emergency disaster relief efforts if needed in the event of a disaster. All AmeriCorps VISTA Program policies, terms and conditions remain in effect and benefits and protections afforded and provided to VISTAs and JHU and the City shall continue while on special disaster relief assignment as if the VISTAs are in traditional service at the originally assigned City.
- k. Allow VISTAs to participate in Days of Service, e.g., Martin Luther King, Jr. Holiday, National Volunteer Week, should activities be organized in the communities where the members are in service.
- l. Report to JHU, within 24 hours, the unscheduled departure of VISTAs, and otherwise keep JHU

- timely informed of unscheduled changes of status and conditions of VISTAs, such as arrests, hospitalization, and absence without leave.
- m. Ensure that persons selected as VISTAs to serve at the City are not related by blood, adoption, or marriage to project staff, Cities of Service or City staff, officers or members of the Cities of Service or City's Board of Directors, or responsible AmeriCorps program staff.
 - n. The City is required to ensure that all VISTA resources that are provided to the City are properly used at all times. If the City has misused any VISTA resources provided by either AmeriCorps or JHU, in violation of Federal law, Federal regulation, or the terms or conditions of this Agreement, the City may be held financially responsible to reimburse AmeriCorps or JHU Cities of Service for VISTA living allowances, and, if applicable, end of service awards and other AmeriCorps or JHU Cities of Service funds provided in support of a VISTA.
- (d) **Nondiscrimination of AmeriCorps VISTA Members.** No person with responsibilities in the operation of the project, whether affiliated with JHU or the City, shall discriminate against any VISTA, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, military service, or other protected characteristic.
 - (e) **Ensuring Accessibility for Persons with Disabilities.** By signing this Agreement, the City certifies that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.
 - (f) **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The City must prohibit sexual harassment and take immediate corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:
 - i. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the City, its agents or supervisory employees should have known of the acts.
 - ii. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - iii. Acts of sexual harassment toward fellow VISTAs or non- employees, where JHU or the City, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
 - (g) **Delegation and Subcontracting.** The City is prohibited from delegating or assigning any of its obligations or duties contained in this Agreement. VISTAs may not be assigned by the City to perform duties with other public or private non-profit agencies or organizations.
 - (h) **Supplemental Payments Provided.** Monetary subsistence allowances provided to VISTAs are designed to permit them to live at or below the economic level of the persons served, as required by law. JHU and the City are strictly prohibited from supplementing these allowances with cash payments and must ensure that others do not do so.
 - (i) **Prohibitions of Use of AmeriCorps Assistance by JHU and the City.** JHU and City both agree that no VISTA assigned to the City, and no other federal financial assistance provided by AmeriCorps, under this

Agreement, shall be used to assist, provide or participate in:

- b. Partisan and non-partisan political activities associated with a candidate, including voter registration.
- c. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- d. Labor or anti-labor organization or related activities.
- e. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
- f. Activities or service that would supplant the hiring of or result in the displacement of employed workers, existing volunteers or impair existing contracts for service;
- g. Receiving or accepting compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members;
- h. Requesting, charging or accepting participation or application fees from potential VISTA applicants or candidates; or
- i. Requiring or accepting project application fees from potential sites.

(j) JHU and City further agree not to:

- a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voter transportation to the polls.
 - b. Assign VISTAs to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for service.
 - c. Accept or permit the acceptance of compensation from VISTAs or from beneficiaries for the services of VISTAs.
 - d. Approve the involvement of any VISTAs assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.
- (k) The City represents that conduct by the City of the activities involving this Agreement shall not cause the City to be in violation of any federal, state, local or municipal law, rule, regulation or ordinance. The City further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of the City; (ii) the occurrence of an excess benefit transaction between the City and any of its disqualified persons or an act of self-dealing by any of the City's disqualified persons; (iii) a violation of the City's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

11. Proprietary Information and Confidentiality

- (a) The City shall comply with all applicable laws regarding data privacy, student record information, health or medical information, and other personally identifiable information.
- (b) "Confidential Information" means all non-public, confidential, and/or proprietary information that is marked as "Confidential Information" as described below and which is disclosed by one party to the other, including but not limited to software, inventions (whether patentable or not), algorithms, diagrams, drawings,

processes, research, product or strategic plans or collaborations or partnerships, financial information, or business models. Confidential Information, if in tangible or readable form, shall be marked as such at the time of disclosure and if disclosed orally, shall be reduced to writing, marked confidential, and addressed to the other party within ten (10) days after disclosure.

(c) Both JHU and City shall have the right to refuse to accept any Confidential Information proffered to it by the other. If necessary, the parties will exchange Confidential Information only under the provisions set forth herein. The party who receives the other party's Confidential Information (the "Receiving Party") shall (i) hold the Confidential Information in confidence using the same care it affords its own confidential information of a similar nature, but not less than a reasonable degree of care; (ii) use the Confidential Information only for the performance of this Agreement; and (iii) restrict disclosure of the Confidential Information to employees whose duties justify the need to know the Confidential Information in furtherance of the performance of this Agreement and who are advised as to the confidential nature of the information and required to comply with the provisions of this Agreement. The Receiving Party shall not provide any third parties with access to the Confidential Information unless such third party has agreed to be bound by confidentiality and non-disclosure obligations in a form of an agreement reasonably acceptable to the party disclosing the Confidential Information (the "Disclosing Party").

(d) Confidential Information shall not include any information disclosed that the Receiving Party can demonstrate (i) previously was in its possession, as shown by its pre-existing records, without violation of any obligation of confidentiality; (ii) was received from a third party without violation of any obligation of confidentiality; (iii) was publicly known and made generally available prior to such disclosure; (iv) becomes publicly known or made generally available to the public at a later date through no fault of the Receiving Party, and only then after such later date; or (v) was independently developed without use of or reliance upon any Confidential Information by Receiving Party, its employees, or consultants.

(e) If the Receiving Party is required to disclose Confidential Information by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, the Receiving Party shall provide the Disclosing Party with prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or take other appropriate action, cooperate reasonably with Disclosing Party in connection with Disclosing Party's efforts to seek such relief, and thereafter to disclose only the minimum information required to be disclosed in order to comply.

(f) Upon termination of this Agreement and/or earlier upon the Disclosing Party's request, Confidential Information shall be promptly returned to the Disclosing Party or, at the Disclosing Party's election, destroyed, with such destruction confirmed in writing. The Receiving Party may retain one archival copy of such Confidential Information, for the purpose of fulfilling its obligations under this Agreement.

(g) The obligations of confidentiality under this Article shall continue for a period of three (3) years following conclusion or early termination of this Agreement.

- (h) This Section is subject to Section 15 (Publication).

12. Rights in Data

- (a) JHU and City shall each respectively own data that they generate or collect in the performance of the Agreement. Each party shall retain ownership of any data it owns prior to or separate from this Agreement.
- (b) Subject to JHU's legal ability to do so, JHU grants to City the irrevocable, royalty-free, nonexclusive right to receive copies of data generated hereunder and/or owned by JHU, subject to the terms of this Agreement and all applicable law and regulation, for non-commercial, internal purposes for the improvement of the City.
- (c) Subject to the City's legal ability to do so, City grants to JHU the irrevocable, royalty-free, nonexclusive right to receive, use, copy, and distribute data generated hereunder and/or owned by City prior to or separate from this Agreement for JHU's research and educational purposes, including the right to publish in accordance with the terms of this Agreement and subject to confidentiality, use of name provisions, and applicable laws.

13. Intellectual Property

- (a) City understands and acknowledges that JHU, through its employees, has intellectual property, knowledge, experience and expertise which has been acquired over a substantial number of years prior to entering into this Agreement ("JHU Background Intellectual Property"). JHU shall retain all rights to such JHU Background Intellectual Property. Nothing in this Agreement shall confer any right to City to acquire by assignment or license, exclusive ownership or use of JHU Background Intellectual Property.
- (b) Copyright in materials created or fixed in a tangible medium of expression by the City during the performance of the Initiative ("City IP") shall vest in City. City hereby grants to JHU an irrevocable, perpetual, worldwide, royalty-free, sublicensable or assignable, nonexclusive license to use, reproduce, distribute, display, perform, edit, adapt, and create derivative works or other materials of any nature from any such City IP for non-commercial purposes. Copyright in materials created or fixed in a tangible medium of expression jointly by both parties during the performance of the Initiative shall be owned jointly ("Joint IP"), with no obligation on either party to account to the other. Copyright in materials created or fixed in a tangible medium of expression by JHU pursuant to this Agreement shall vest in JHU ("JHU IP"). JHU hereby grants to the City an irrevocable, royalty-free, nonexclusive license to use any such copyright to JHU IP for non-commercial internal purposes.

14. Publication

City agrees that the results arising hereunder that are of general scientific, academic, or public policy interest, and which do not disclose City's Confidential Information, or data required to be kept confidential pursuant to relevant law, may be published by JHU.

15. Indemnification and Insurance

This Agreement shall not shift the risk of any party to another party. To the fullest extent permitted under applicable law, the City agrees to indemnify, defend, and hold harmless JHU (and its trustees, officers, employee, agents and contractors) against all costs, fees, expenses, damages, and liabilities (including reasonable defense costs and legal fees), associated with any legal proceeding or other claim brought against JHU by a third party, related to the Agreement. This indemnity shall not apply to the extent a claim arises out JHU's gross negligence or willful misconduct, as finally adjudicated by a finder of fact.

16. Notices

With the exception of funds paid by City pursuant to this Agreement, all notices required or permitted to be given under this Agreement shall be in writing and shall be sent by certified or registered mail, postage prepaid, or by overnight courier, with proof of delivery by receipt, to the following address (or as either party shall designate by written notice to the other party):

If to **City:**

City of Shawnee
City Manager's Office
P.O. Box 1448
Shawnee, OK 74801-1448

If to **JHU:**

Original to:

Johns Hopkins University Research Administration
1101 E. 33rd Street, Suite B001
Baltimore, Maryland 21218
ATTN: CONTRACTS ASSOCIATE

Copy to:

Megan Prior
JHU Cities of Service
The Johns Hopkins University
3400 N. Charles Street
Baltimore, Maryland 21218

17. Warranty Disclaimers

City represents, warrants and covenants that City IP is original and that City is the sole creator of City IP, except for any material incorporated into City IP created or owned by third parties, from whom the City has obtained or will obtain, at its expense, all licenses necessary to incorporate and use such third party material in City IP, including the right to sublicense to JHU such material incorporated into City IP as outlined herein. The City further represents, warrants and covenants that City IP does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. City will indemnify and hold JHU, its licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

18. Headings

The headings in this Agreement are for the convenience of reference only, are not substantive parts of this Agreement, and shall not affect its interpretation.

19. Severability

If any provision or a portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

20. Survivability

Neither expiration nor termination of this Agreement shall relieve either party of its rights or obligations under Article 4 ("No Employment, Agency, Partnership, Joint Venture"), Article 8 ("Media, Publicity, and Use of Name"), Article 11 ("Proprietary Information and Confidentiality"), Article 12 ("Rights in Data"), Article 13 ("Intellectual Property"), Article 14 ("Publication"), Article 15 ("Indemnification and Insurance"), Article 17 ("Notices"), Article 17 ("Warranty Disclaimers"), Article 19 ("Severability"), Article 20 ("Survivability"), and Article 23 ("Entire Agreement").

21. Modifications

No amendment, modification, or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by an authorized representative of each party.

22. Force Majeure

Neither party will be responsible for or liable to the other party for non-performance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the reasonable control of the nonperforming or delayed party. Such causes include, but are not limited to, acts of God, acts of government,

embargoes, terrorism, wars, riots, strikes or other labor disputes, shortages of labor or materials, hurricanes, fires, floods, or any other circumstances of like character. The party whose performance is delayed or prevented shall promptly provide to the other party written notice of the existence of and the reason for such non-performance or delay, and shall work diligently to mitigate its effects and make best efforts to resume performance as soon as practicable.

23. Entire Agreement

This Agreement, including any exhibits, attachments, and documents referenced herein, which are incorporated into this Agreement, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied upon any statement, representation, warranty, or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

24. Assignment and Delegation

City may not assign this Agreement nor assign any of its rights under this Agreement, in whole or in part, except with the prior written consent of JHU. City may not delegate any part of its performance under this Agreement without the prior written consent of JHU, which may be withheld in its sole discretion. Any purported assignment of rights or delegation of performance in violation of this section is void.

25. Binding Agreement on Successors

This Agreement shall be binding upon each party's successors and assigns.

26. Waiver

Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights, or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance of waiver had occurred.

27. Counterparts

This Agreement may be executed in multiple counterparts, and by either party on separate counterpart, including by facsimile or PDF delivery, each of which is deemed an original and all of which constitute one and

the same agreement.

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

JOHNS HOPKINS UNIVERSITY

CITY

BY: _____

BY: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

THE INITIATIVE

Shawnee, Oklahoma

Approximately 31,000 people call Shawnee home, and of those 31,000, 14.7% identify as Native American. Additionally, approximately 20.5% of the community lives below the poverty line. Shawnee is primarily designed in a north-to-south direction. The physical design of the community, while not intentional, creates an economic chasm that determines where families live. This separation perpetuates the cycle of poverty because the majority of low-income families live in the south and the businesses, grocery stores, medical facilities, and jobs that everyone needs easy access to be healthy and successful are located in the north, 4-5 miles away. Decrepit buildings, overgrown lots, broken-down and boarded-up structures, and inadequate public facilities such as parks are the norm in this area. Through Love Your Block efforts, the city hopes to address blight as a community-building activity. The city will engage resident volunteers to identify concerns of blight and projects that help address those concerns.

EXHIBIT B

THE COLLABORATION

**[TO BE COMPLETED BY CITY;
DETAILING LEAD AGENCIES AND ANY PARTNER AGENCIES OR ORGANIZATIONS AND HOW THEY WILL COLLABORATE]**

EXHIBIT C

GRANT PAYMENT TERMS

1. Subject to the terms of this Agreement, JHU will provide the City with up to \$100,000 in Grant Funds as more particularly described herein.
2. Grant Funds will be disbursed in two equal payments of \$50,000.
 - a. The first \$50,000 payment will be disbursed after this Agreement has been fully executed and JHU has approved the City's budget for the Grant Funds.
 - b. The second \$50,000 payment will be disbursed upon satisfactory completion, in JHU's sole discretion, of year 1 grant activities and submission of the first annual report, all in accordance with the terms of this Agreement.
3. Invoices shall be submitted to:
NAME
ADDRESS
EMAIL
PHONE

EXHIBIT D

CITIES OF SERVICE DECLARATION OF SERVICE

[SEE ATTACHED, TO BE SIGNED BY MAYOR]

Regular Board of Commissioners

7.

Meeting Date: 11/15/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an Emergency Solutions Grant Sponsor and Shelter Agreement with Central Oklahoma Community Action Agency.

Attachments

Memo

Agreement



Agenda Item Memo #7

Meeting: City Commission
Date: November 15, 2021
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an Emergency Solutions Grant Sponsor and Shelter Agreement with Central Oklahoma Community Action Agency

Background: In September, the City of Shawnee was selected to receive an Emergency Solutions Grant from the Oklahoma Department of Commerce (ODOC). The City's initial grant application focused on the renovation and repurposing of Franklin Elementary School into an emergency homeless shelter. Due to unforeseen circumstances that option was determined to not be viable.

ODOC has allowed the City to revise the application, so that the grant funding can continue to be used for the betterment of the community.

50% of the funds must be expended by February 2022, and 100% must be expended by August 2022. To ensure the rapid deployment of these funds, the City is proposing to collaborate with the Central Oklahoma Community Action Agency (COCAA) to provide the following services:

- \$13,500 Emergency Shelter - Assisting six households with up to five weeks emergency shelter through hotel/motel voucher program.
- \$25,580 Emergency Shelter – Case manager at 18 hours per week, with salary and fringe.
- \$30,340 Rapid Rehousing - Client Assistance: Assisting six households with three months of rent/utility at 100%; assisting four households with three months of rent/utilities at 50%; also includes rent and utility deposits.
- \$25,580 Rapid Rehousing – Case manager at 18 hours per week, with salary and fringe.
- \$5,000 HMIS – Data entry at 4 hours per week, with salary and fringe.

Financial Impact: \$100,000 of the Emergency Solutions Grant will be allocated to this agreement, funding through: ESG-ODOC, Other Contractual Services, 192-5-1420-53390.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

EMERGENCY SOLUTIONS GRANT SPONSOR AND SHELTER AGREEMENT

PART I - SUMMARY

Contractor City of Shawnee, OK
Sub-Contractor Central Oklahoma Community Action Agency (COCAA)

Amount (\$100,000)
Funding Period November 15, 2021 to September 1, 2022
Project Description: To provide emergency shelter and rapid rehousing services.

PART II - GENERAL TERMS AND CONDITIONS

DEFINITION(S)

CONTRACTOR

Cities, towns, counties, agencies or Community Action Agencies who are direct recipients of Emergency Solutions Grant (ESG) funds and have agreed to be responsible for the oversight of the proposed ESG project. Since contractors are the direct recipients of ESG funds, they are also considered the sub-grantee.

SUBCONTRACTOR

Any shelter that indirectly receives Emergency Solutions Grant (ESG) funds through a Unit of Local Government, agency, or Community Action Agency, and is responsible for the implementation of the proposed ESG project.

1. a. **Subcontractor** will provide the necessary personnel, facilities, supplies, equipment, and/or related resources and skills to accomplish the program described in Part III in accordance with the terms and conditions of this contract. All of the work and services required should be performed by **Subcontractor** or a **Subcontractor** fully qualified and authorized under state and local law to perform such work and services.
- b. None of the work and services covered by this contract may be contracted to a third party without prior written approval of the City of Shawnee.

- c. In no event will **Subcontractor** incur any obligation on the part of the City of Shawnee.
- 2. The City of Shawnee will provide funding for the program up to the total amount subcontracted by Central Oklahoma Community Action Agency (COCAA) which is the maximum amount of \$100,000 will pay for this subcontract.

3. Compensation to Subcontractor

The City of Shawnee will reimburse **Subcontractor** on the basis of itemized statements submitted in accordance with the budget attached hereto as **Attachment "A"**. All claims for reimbursement must be accompanied by documentation of pledged in-kind for this project.

4. Records, Reports and Documentation

- a. **Contractor** shall maintain records and accounts including property, personnel, and financial records that properly document and account for all project funds.
- b. **Subcontractor** shall document and report funds provided by the Oklahoma Department of Commerce on the monthly Reimbursement Claim Forms.
- c. **Contractor** shall retain all books, documents, papers, records and other materials involving all activities and transactions related to this contract for at least five (5) years from the ending date of this contract.

5. Procurement

Procurement of all goods and services under this contract shall be carried out in compliance with procedures described in the ESG implementation Manual, Policy 706, Procurement Requirements.

6. Hold Harmless

Subcontractor shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Shawnee (contractor), their agents, officers and employees from all claims and actions, and all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by **Subcontractor**. **Subcontractor** shall, within limitations placed on such entities by state law, save harmless the State of Oklahoma and the City of Shawnee (contractor), their agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark, copyright, or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law.

7. Modification

- a. This contract is subject to such modification as may be required by federal or state law or regulations.
- b. Except as otherwise provided in this contract, the work and services to be performed and the total contract amount may be modified only upon written agreement of the duly authorized representatives of the parties.

8. Termination OR Suspension

This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.

PART III - SPECIFIC TERMS AND CONDITIONS

1. The **Subcontractor** shall provide assistance to the homeless in compliance with 24 CFR, Part 576.
2. Actual emergency shelter activities and services to be provided are as specified in **Attachment “B”** to this document.
3. The **Subcontractor** assures that no assisted renovation, rehabilitation, or conversion activities will affect historic properties, flood plains, endangered species or prime farmland.
4. **Subcontractor** specifically certifies and assures that it will comply with applicable terms of the following statutes, regulations and executive orders:

Non-Discrimination and Equal Opportunity

Title VI of the Civil Rights Act of 1964, 42 USC 2000d, (et. seq.), which prohibits discrimination on the basis of race, color or national origin under any program receiving Federal funds. HUD regulations are at 24 CFR Part 1.

1. The requirements of the Fair Housing Act (42 USC 3601-19) and implementing regulations at 24 CFR Part 100.
2. Executive Order 11063 (1962) as amended by Executive Order 12259 (1981), which requires equal opportunity in housing. HUD regulations are at 24 CFR Part 107.
3. 42 USC 5309, which prohibits discrimination on the basis of race, color, national origin or sex in connection with funds made available pursuant to the Act. Section 109 also prohibits discrimination on the basis of age and disability as provided in:
 - a. Age Discrimination Act of 1975 (42 USC 6101-07) and implementing regulations at 24 CFR Part 146.
 - b. Section 504 of Rehabilitation Act of 1973 (29 USC 794) and implementing regulations at 24 CFR Part 8. For the purposes of the Emergency Solutions Grants Program, the term “dwelling units” in 24 CFR Part 8 shall include sleeping accommodations.

4. Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the project area that contracts for work in connection with the project be awarded to businesses in, or owned in substantial part by, residents of the project area. Regulations are at 24 CFR Part 135.
5. Executive Order 11246 (1965), which prohibits discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action in connection with Federally assisted construction contracts. Regulations are at 24 CFR Part 130 and 41 CFR Part 60-1.
6. Executive Orders 11625, 12432 and 12138 requiring efforts to encourage the use of minority and women's business enterprises in connection with activities funded by this subcontract.
7. 42 USC 11375, which requires that, to the maximum extent practicable, **Contractor** shall involve homeless individuals and families in the construction, renovation, maintenance and operation of the facilities assisted under the ESG Program and in the provision of services for occupants of these facilities.

Affirmatively Furthering Fair Housing

Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funding recipients. Sub grantees will have a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act. Protected classes include race, color, national origin, religion, sex, disability, and familial status.

Drug-Free Workplace

The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP. The sub grantee must have and follow policies stating that it is unlawful for employees distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (a) Establishing an ongoing drug-free awareness program to inform employees about:
- (b) The dangers of drug abuse in the workplace;
- (c) The grantee's policy of maintaining a drug-free workplace;
- (d) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (e) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Discharge Policy

The sub grantee must have an established policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

Lead-Based Paint

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC 4831, et. seq.) which prohibits the use of lead-based paint in residences for which Federal assistance is provided. Regulations found at 24 CFR Part 35.

EXECUTED BY:
Subcontractor (Emergency Shelter)

Central Oklahoma Community Action Agency

Barbara Loudermilk
Executive Director

EXECUTED BY:
Contractor (Sponsor)

City of Shawnee

Ed Bolt
Mayor

Attest:

Lisa Lasyone, CMC
City Clerk

ATTACHMENT "A"

ESG COVID Phase 2 Budget Proposal		
Budget		Narrative
Administration	\$ -	
HMIS	\$ 5,000.00	To fund salary and fringe for a staff person to complete the HMIS data entry
Emergency Shelter	\$ 13,500.00	Client Assistance: Assisting 6 households with up to 5 weeks emergency shelter
Emergency Shelter	\$ 25,580.00	Case manager at 20 hours per week, salary and fringe
Rapid Rehousing	\$ 30,340.00	Client Assistance: Assisting 6 households with 3 months rent/utility at 100%; assisting 4 households with 3 months rent/utilities at 50%; also includes rent and utility deposits
Rapid Rehousing	\$ 25,580.00	Case manager at 20 hours per week, salary and fringe
Prevention	\$ -	
Total	\$ 100,000.00	

ATTACHMENT “B”

COCAA Shelter Activities and Services

1. Emergency Shelter

Central Oklahoma Community Action Agency (COCAA) does not have an on-site emergency shelter. Therefore, we have working relationships with local hotels, motels, and business owners in the area to assist with providing emergency shelter on a 24/7 basis. Businesses that work with us currently in providing emergency shelter include:

- Executive Inn
- Fleetwood Motel
- Range Motel

COCAA adds additional hotels and motels as new partnership are created. The business accepts payment from COCAA on behalf of the client we are working with at the time. Since we do not have an on-site emergency shelter, we do not deal with some of the same issues regarding social distancing as other agencies as all the clients (or households) housed for emergency shelter would have their own room at one of the above businesses.

In regards to COVID and social distancing, the staff as well as clients while meeting to discuss their housing, case management sessions, and any other meetings have PPE supplies such as masks and hand sanitizer available for use.

2. Rapid Rehousing

Clients will meet with a case manager initially by phone to complete initial evaluation, and then to schedule an appointment to meet with the case manager. A client will fill out a client intake for, release of information, HMIS release of information, and provide photo IDs, social security cards for everyone in the household, income verification, and provide last residence verification. Staff will complete an initial assessment to determine what category of homelessness the client belongs and if the income is below 50%AMI according to HUD guidelines (if required at that time). Once a client is determined eligible, the staff person will work with the client to complete service activities and document their progress during the duration of the program. The client will be required to:

- a) Meet with a case manager weekly, or as needed basis on their progress through the program.

- b) Turn in paystubs, current bills, and any receipts that the case manager may need
- c) Be informed of what continued financial assistance they will receive
- d) Be reassessed after three months for continued eligibility.

All funds are processed in the following manner:

- i. The landlord or utility company will be notified by phone and a written promise to pay stating the amount to be paid, approximate time money can be expected, client name, address, and account number (if applicable). Check request is sent to the finance department to process the payment.
- ii. All services and referrals provided are documented in the client's files, HMIS, and/or CAPTAIN. Housing is selected based on family size, locating potential housing options, conducting habitability standards inspections, and determine the best available option for housing the client.

Regular Board of Commissioners

8.

Meeting Date: 11/15/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the following budget amendments for Fiscal Year 2021 – 2022:

Attachments

Memo



Human Resources Department

Meeting: City Commission
Date: November 15, 2021
From: Jennifer Greenland, HR Director
RE: Budget Amendment

Background: The pay scale for Non-Union employees was last adjusted in July 2017 with a 1% increase. There have been no cost-of-living adjustment (COLA) increases since that time. Affected employees are those who work each day to provide services to our citizens.

The starting pay also presents an obstacle to attracting new employees. One local example is Hobby Lobby, which offers a minimum starting pay of \$17.00. This budget amendment will allow the City of Shawnee to retain our employees and appeal to quality applicants. The amendment provides for two adjustments to the pay scale.

First, 14 positions (impacting 31 employees) were identified as well below the competitive rate. Currently the starting pay for the lowest paid full-time position is \$11.56 an hour. The new minimum starting rate for full-time employees will be \$15.02. These are the employees who clear storm debris and remove snow and ice.

Emergency 911 Dispatchers currently have a starting rate of \$15.58. The new minimum starting pay for Emergency 911 Dispatcher will be \$17.09.

Second, the budget amendment includes a 3% COLA for most Non-Union employees within step and grade positions. This will further bolster the City's ability to retain quality employees who provide greater productivity, experience fewer workplace injuries, and take better care of City equipment.

Financial Impact: See Budget Amendment.

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners

8. a.

Meeting Date: 11/15/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – For position adjustments and cost of living adjustments.

Attachments

Fund 001

City of Shawnee
2021-2022 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40010			SALES TAX	12,451,082.80	243,525.02	12,694,607.82
				Total	12,451,082.80	243,525.02	12,694,607.82

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-51010			REGULAR SALARIES	290,847.10	334.55	291,181.65
001	5-0110-51110			SOCIAL SECURITY	20,087.27	20.74	20,108.01
001	5-0110-51120			MEDICARE	4,697.83	4.85	4,702.68
001	5-0110-51150			OMRF RETIREMENT	23,304.76	10.04	23,314.80
001	5-0210-51010			REGULAR SALARIES	279,966.30	1,638.14	281,604.44
001	5-0210-51110			SOCIAL SECURITY	20,929.77	101.56	21,031.33
001	5-0210-51120			MEDICARE	4,894.86	23.75	4,918.61
001	5-0210-51150			OMRF RETIREMENT	37,096.19	411.44	37,507.63
001	5-0230-51010			REGULAR SALARIES	277,680.98	831.36	278,512.34
001	5-0230-51020			OVERTIME	3,500.00	105.00	3,605.00
001	5-0230-51110			SOCIAL SECURITY	17,501.01	51.54	17,552.55
001	5-0230-51120			MEDICARE	4,092.98	12.05	4,105.03
001	5-0230-51150			OMRF RETIREMENT	29,278.26	24.94	29,303.20
001	5-0320-51010			REGULAR SALARIES	93,473.14	1,568.78	95,041.92
001	5-0320-51020			OVERTIME	250.00	7.50	257.50
001	5-0320-51110			SOCIAL SECURITY	6,046.81	97.26	6,144.07
001	5-0320-51120			MEDICARE	1,414.17	22.75	1,436.92
001	5-0320-51150			OMRF RETIREMENT	16,327.43	99.32	16,426.75
001	5-0330-51010			REGULAR SALARIES	165,598.37	579.07	166,177.44
001	5-0330-51020			OVERTIME	500.00	15.00	515.00
001	5-0330-51110			SOCIAL SECURITY	10,710.42	35.90	10,746.32
001	5-0330-51120			MEDICARE	2,504.86	8.40	2,513.26
001	5-0330-51150			OMRF RETIREMENT	48,292.99	17.37	48,310.36
001	5-0410-51010			REGULAR SALARIES	158,936.92	1,591.68	160,528.60
001	5-0410-51020			OVERTIME	300.00	9.00	309.00
001	5-0410-51110			SOCIAL SECURITY	10,399.29	98.68	10,497.97
001	5-0410-51120			MEDICARE	2,432.09	23.08	2,455.17
001	5-0410-51150			OMRF RETIREMENT	51,176.08	73.81	51,249.89
001	5-0510-51010			REGULAR SALARIES	419,393.33	2,563.17	421,956.50
001	5-0510-51110			SOCIAL SECURITY	26,502.88	158.92	26,661.80
001	5-0510-51120			MEDICARE	6,198.26	37.17	6,235.43
001	5-0510-51150			OMRF RETIREMENT	38,019.11	383.53	38,402.64
001	5-0610-51010			REGULAR SALARIES	344,990.76	3,011.02	348,001.78
001	5-0610-51110			SOCIAL SECURITY	18,397.02	186.68	18,583.70
001	5-0610-51120			MEDICARE	5,796.17	43.66	5,839.83
001	5-0610-51150			OMRF RETIREMENT	37,528.20	416.60	37,944.80
					2,479,065.61	14,618.33	2,493,683.94

Approved by the City Commission this

Explanation of Budget Amendment:

For position adjustments and cost of living adjustment

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

City of Shawnee
2021-2022 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

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

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance	Amount of	Balance
					Before Amendment	Increase (Decrease)	After Amendment
001	5-0640-51010			REGULAR SALARIES	107,355.80	1,949.95	109,305.75
001	5-0640-51020			OVERTIME	21,000.00	630.00	21,630.00
001	5-0640-51110			SOCIAL SECURITY	7,958.06	120.90	8,078.96
001	5-0640-51120			MEDICARE	1,861.66	28.27	1,889.93
001	5-0640-51150			OMRF RETIREMENT	3,850.67	58.50	3,909.17
001	5-0660-51010			REGULAR SALARIES	474,444.40	20,947.84	495,392.24
001	5-0660-51020			OVERTIME	55,000.00	3,850.00	58,850.00
001	5-0660-51110			SOCIAL SECURITY	33,503.02	1,298.77	34,801.79
001	5-0660-51120			MEDICARE	7,837.88	303.74	8,141.62
001	5-0660-51150			OMRF RETIREMENT	62,459.17	2,063.78	64,522.95
001	5-0710-51010			REGULAR SALARIES	410,408.59	828.67	411,237.26
001	5-0710-51110			SOCIAL SECURITY	16,811.23	51.38	16,862.61
001	5-0710-51120			MEDICARE	6,541.34	12.02	6,553.36
001	5-0710-51150			OMRF RETIREMENT	14,806.33	82.87	14,889.20
001	5-0810-51010			REGULAR SALARIES	163,801.78	419.83	164,221.61
001	5-0810-51110			SOCIAL SECURITY	11,689.45	26.03	11,715.48
001	5-0810-51120			MEDICARE	2,733.82	6.09	2,739.91
001	5-0920-51010			REGULAR SALARIES	425,349.23	45,907.33	471,256.56
001	5-0920-51020			OVERTIME	7,500.00	1,350.00	8,850.00
001	5-0920-51110			SOCIAL SECURITY	27,237.72	2,846.25	30,083.97
001	5-0920-51120			MEDICARE	6,370.36	665.66	7,036.02
001	5-0920-51150			OMRF RETIREMENT	50,853.96	3,508.09	54,362.05
001	5-0930-51010			REGULAR SALARIES	107,672.21	8,096.26	115,768.47
001	5-0930-51020			OVERTIME	4,500.00	405.00	4,905.00
001	5-0930-51110			SOCIAL SECURITY	7,026.46	501.97	7,528.43
001	5-0930-51120			MEDICARE	1,644.04	117.40	1,761.44
001	5-0930-51150			OMRF RETIREMENT	8,703.40	703.89	9,407.29
001	5-0940-51010			REGULAR SALARIES	318,049.98	43,597.82	361,647.80
001	5-0940-51020			OVERTIME	15,000.00	3,000.00	18,000.00
001	5-0940-51110			SOCIAL SECURITY	21,556.35	2,703.07	24,259.42
001	5-0940-51120			MEDICARE	5,041.40	632.17	5,673.57
001	5-0940-51150			OMRF RETIREMENT	32,686.59	2,959.26	35,645.85
001	5-0950-51010			REGULAR SALARIES	204,742.58	5,717.31	210,459.89
001	5-0950-51020			OVERTIME	1,000.00	70.00	1,070.00
001	5-0950-51110			SOCIAL SECURITY	13,444.29	354.47	13,798.76
001	5-0950-51120			MEDICARE	3,144.23	82.90	3,227.13
001	5-0950-51150			OMRF RETIREMENT	47,532.91	624.70	48,157.61
					2,711,118.91	156,522.18	2,867,641.09

Approved by the City Commission this

Explanation of Budget Amendment:

For position adjustments and cost of living adjustment

Approved:

Mayor _____
Attest: _____

City Clerk

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

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

Regular Board of Commissioners

8. b.

Meeting Date: 11/15/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 350 Aquatic Center Fund – For position adjustments and cost of living adjustments.

Attachments

Fund 350

City of Shawnee
2021-2022 Budget Amendment
Aquatic Center 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
350	49010			TRANSFER FROM GENERAL FUND	212,995.33	1,577.93	214,573.26
				Total	212,995.33	1,577.93	214,573.26

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
350	5-0960-51010			REGULAR SALARIES	111,853.56	1,411.56	113,265.12
350	5-0960-51020			OVERTIME	1,500.00	45.00	1,545.00
350	5-0960-51110			SOCIAL SECURITY	10,406.20	87.52	10,493.72
350	5-0960-51120			MEDICARE	2,433.71	20.47	2,454.18
350	5-0960-51150			OMRF RETIREMENT	5,478.61	13.38	5,491.99
					131,672.08	1,577.93	133,250.01

Approved by the City Commission this

Explanation of Budget Amendment:

For position adjustments and cost of living adjustment

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

8. c.

Meeting Date: 11/15/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 701 Library Fund – For position adjustments and cost of living adjustments.

Attachments

Fund 701

City of Shawnee
2021-2022 Budget Amendment
Library 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
701	49010			TRANSFER FROM GENERAL FUND	114,625.56	4,161.43	118,786.99
				Total	114,625.56	4,161.43	118,786.99

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
701	5-1110-51010			REGULAR SALARIES	24,044.80	3,760.90	27,805.70
701	5-1110-51110			SOCIAL SECURITY	1,490.78	233.18	1,723.96
701	5-1110-51120			MEDICARE	348.65	54.53	403.18
701	5-1110-51150			OMRF RETIREMENT	721.34	112.83	834.17
					26,605.57	4,161.43	30,767.00

Approved by the City Commission this

Explanation of Budget Amendment:

For position adjustments and cost of living adjustment

Approved:

Mayor _____

Attest: _____

City Clerk _____

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

Regular Board of Commissioners

8. d.

Meeting Date: 11/15/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 706 Gifts and Contributions – To fund expenditures for Senior Center Bingo Program using prior year donations.

Attachments

Fund 706

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

Regular Board of Commissioners

9.

Meeting Date: 11/15/2021

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 1404 East 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) to allow for construction of a duplex or triplex. Case No. RZ07-21, Applicant: Ethan Acock.

Attachments

Staff Report

Ordinance

MEMORANDUM

DATE: November 8, 2021

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

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

=====

CASE: RZ07-21

APPLICANT: Ethan Acock

ADDRESS: 1404 E 7th Street

LEGAL DESCRIPTION: Colwell Addition, Block 4, Lots 4 - 6

CURRENT ZONING: R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District)

ACTION REQUESTED: Rezone from R-1 to R-2 with intent to construct a duplex or triplex

STAFF RECOMMENDATION: Approval

=====

PLANNING COMMISSION MEETING DATE: November 3, 2021

PC RECOMMENDATION: APPROVAL

CONDITIONS: n/a

VOTE: 4 -- 0 -- 0 **MEMBERS PRESENT:** 0

Members	Motion	2nd	Aye	Nay	Abstain	Comments
WALKER			X			
LOFTIS-WALTON			--			
JOHNSON	Approve		X			
DEEM (CHAIR)			X			
LESTER			--			
ROWELL		X	X			



Planning Commission Regular Meeting – 11.03.2021 – City of Shawnee, Oklahoma

Staff Report – RZ07-21 – Rezoning Request (R-1 to R-2) – 144 E. 7th Street

To: Shawnee Planning Commission

From: Planning Department

Date: October 28, 2021

Subject: RZ07-21 – Public hearing and consideration of an application to rezone property located at 1404 E. 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

=====

Background

The subject property is located at 1404 E. 7th Street and is a vacant lot. The applicant requests to rezone the property from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) with the intent to construct a duplex or triplex.

Discussion

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Sec. 22-646. - Application for amendment. *“An owner, or his duly authorized representative, may make application for the amendment of the zoning restrictions applicable to his property by filing with the planning commission a written application...”*

In the Code, Section 22-292. – Classification of zones. Zoning district R-2 is discussed. *“This is a residential district to provide for a slightly higher population density but with basic restrictions similar to the R-1 district. The principal use of land is for medium density and related recreational, religious and educational facilities normally required to provide a balanced and attractive residential area.”*

The subject property is zoned R-1 (Single-Family Residential District). To the east properties are zoned R-1. To the south, across Walnut Street properties are zoned both R-1 and R-2 (Medium Density Residential District). To the west, crossing Pesotum Avenue, the properties are zoned R-3 (Multifamily Residential District). To the north, across Main Street, the zoning districts include R-1, R-2, and C-1 (Neighborhood Commercial District).

Zoning exists to avoid adjacent placement of incompatible uses. The stepping down concept is used to separate the most intense zoning district with the next less intense district. Many communities recognize the standard step down of districts as Industrial, Commercial, Residential, and Agricultural. One example is that Commercial Districts act as a “buffer” for Residential Districts from the more intense uses associated with Industrial Districts.

When dealing with zoning districts within the same overall use, a similar idea is good practice for land use. In Shawnee, there are four (4) residential zoning districts. Differences in residential uses often consider the density (opposed to intensity) of a district when utilizing the step down concept. For example, the most dense Residential district in Shawnee is R-3 (Multifamily), followed by R-2, R-1, and ending with RE (Residential Estate District).

RE lots require a minimum of one-acre of land to be buildable. The street frontage is the longest width, and the building setbacks are the most restrictive. On the opposite end, an R-3 lot can be smaller, require less street frontage, and have building setbacks that allow buildings constructed more closely together. The subject property is adjacent to R-3 on one side (west) and R-1 on the other side (east). The rezoning of the lot in between the two districts to R-2 is a logical conclusion using best planning practices. The subject property meets the dimension standards for R-2 District and is an appropriate buffer between the two residential districts.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ07-21**, which is to rezone property located at 1404 E. 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #RZ07-21

In accordance with 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, requests for rezoning, conditional use permits (CUP), planned unit developments (PUD), and variances require notification of a PUBLIC HEARING.

Case number **RZ07-21** is for a rezoning.
The property is located at **1404 E. 7th St.**
Current zoning is **R-1 (Single-Family Residential District)**.
Proposed zoning is **R-2 (Medium Density Residential District)**.
Applicant is **Ethan Acock**.

The public hearings for **RZ07-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

November 3, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
November 15, 2021	at 6:00 p.m.	City of Shawnee City Commission meeting

Attendance at the public hearing is not mandatory but all interested parties are encouraged to attend. Questions about the application may be directed to the City of Shawnee Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Office/Annex Building located at 222 N. Broadway.

Presented for post and publication on October 12, 2021, by Rachel Clyne, City Planner.

Map for **1404 E 7th St, Shawnee, OK, 74801, USA**



PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: _____

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 R1 District to R2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1404 E 7th Shawnee, OK 74801

LEGAL DESCRIPTION: Cowell's Blk 4 Lots 4 thru 6

PROPERTY OWNER (S): Acock Properties, LLC

PROPERTY AGENT (APPLICANT): Ethan Acock

APPLICANT'S ADDRESS: PO BOX 426 Shawnee, OK 74802

CITY: Shawnee STATE: OK ZIP: 74802

EMAIL ADDRESS: Ethan.Acock@gmail.com

TELEPHONE NUMBER: (405) 694-6075 CONTACT NUMBER: (SAME)

DIMENSIONS OF PROPERTY:

AREA: 14,027 WIDTH: 100 ft

LENGTH: 140 ft FRONTAGE: 100 ft

CURRENT ZONING: R1

CURRENT USE: Vacant Lot

PROPOSED ZONING: R2

PROPOSED USE: multi family

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.

Ethan Acock
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____

DATE: _____

CITY COMMISSION ACTION: _____

DATE: _____

PLACE ON ZONING MAP: _____

ORDINANCE NO.: _____

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: COLWELL ADDITION, BLOCK 4, LOTS 4-6, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, FROM ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 15th day of November, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-1 (Single Family Residential District) to R-2 (Medium Density Residential District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-2 (Medium Density Residential District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: COLWELL ADDITION, BLOCK 4, LOTS 4-6, CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, FROM ZONING CLASSIFICATION FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2021.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2021.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

10. a.

Meeting Date: 11/15/2021

Bid Open

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Independence Street Sidewalk Improvement (Open)

Attachments

Notice to Bidders

Plan Holders List

Bid Documents

Bid Specifications

Addendum No. 1

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Shawnee will receive sealed bids in the City Hall (City Clerk's Office), 16 W. 9th St., Shawnee, OK 74802, for **INDEPENDENCE ST. SIDEWALK IMPROVEMENTS**

Bids will not be accepted after **4:00 P.M., CST, Monday, November 15, 2021.**

Plan drawings and bid documents may be purchased for \$25 at the CEC office or the Shawnee City Hall (City Clerk's Office) located at the following address:

CEC
4617 East 91st Street South
Tulsa, OK 74137
918-663-9401

Shawnee City Hall
16 W. 9th St.
Shawnee, OK 74802
405-878-1760

Bids filed will be publicly opened at the City Board Meeting in City Hall at 6:00 P.M., Monday, November 15, 2021. All bids will remain at least forty-eight hours thereafter, before a contract will be made and entered into thereon.

The bid is submitted as a legal offer and any bid when accepted by the City constitutes a firm price.

Sales Tax Exemption: All bids shall be made without sales tax included based on City of Shawnee sales tax exemption as effective on the bid date.

The bidder must use the provided bid forms and affidavits, and all forms must be signed and notarized/attested. The bidder must file the bid in a sealed envelope. All bids must be typewritten or in Ink. One (1) copy addressed to the City Clerk will be submitted, and that copy must be sealed and clearly marked with the name of the bidding vendor and identified as follows:

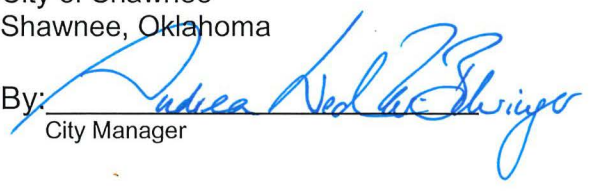
"SEALED BID FOR INDEPENDENCE ST. SIDEWALK IMPROVEMENT – N. KICKAPOO AVE. TO N. HARRISON AVE., CITY OF SHAWNEE"

A mandatory pre-bid conference will be held at 10:00 A.M. on Wednesday, November 3, 2021 at Shawnee City Hall.

Additional information may be obtained by contacting CEC at 918-663-9401.

The City of Shawnee reserves the right to reject any or all bids without assigning reason thereof.

City of Shawnee
Shawnee, Oklahoma

By: 

City Manager



Engineering Department

INDEPENDENCE SIDEWALK IMPROVEMENTS

Plan Holders List

<u>Bid Set #</u>	<u>Company</u>	<u>Address</u>	<u>Contact Information</u>
1	Tri City Seal Co., Inc	2723 OK-37, Tuttle, OK 73089 405-381-4051	Rick Herrick rherrick.tcs@gmail.com
2	Downey Contracting, LLC	3217 NE 63rd St Oklahoma City, OK 73121-1205 405-478-5277	Day Zimbelman dzimbelman@downeycontracting.com
3	Rudy Construction	3101 NE 63rd St, Oklahoma City, OK 73121 405-478-9900	Phil ppratt@rudyconstruction.com
4	EMC Services, LLC	1400 SW 56th Oklahoma City, Ok 73119 405-605-8131	Kaitlin Alba emcservicesllc16@gmail.com
5	CGC, LLC	101 W 5th St, Edmond, OK 73003 405-285-8871	Jimmie Wright jimmie@cgcbuilds.com
6	Haskell Lemon	PO Box 75608 Oklahoma City, OK 73147 405-947-6069	Tammy Robinson Bids@haskelllemon.com
7	Tricore Group, LLC	PO Box 720992 Oklahoma City, OK 73172 405-250-3921	Greg Vance greg@tricoregrp.com
8	Sac Services Inc.	3600 S Ross Ave. Oklahoma City, OK 73119 405-684-9057	Paty Martinez mtzpatty@ymail.com
9	MTZ Construction	3545 SW 37th St Oklahoma City, OK 73119 405-225-1115	Fernanda Muniz mtzconstruction2012@hotmail.com

Contractor_____

**PROPOSALS MUST BE RECEIVED BY MONDAY,
NOVEMBER 15, 2021 AT 4:00 P.M.**

CONTRACT BID DOCUMENTS

CITY OF SHAWNEE
INDEPENDENCE STREET SIDEWALK IMPROVEMENT
N. KICKAPOO AVE. TO N. HARRISON AVE.

BID OPENING:
MONDAY, NOVEMBER 15, 2021 AT 6:00 P.M.

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

PREPARED BY:

CEC
4617 E. 91ST Street South
Tulsa, OK 74137-2852

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

STAPLE BID BOND TO BACK OF PROPOSAL

BIDS WILL BE OPENED AT THE CITY COMMISSION MEETING AT 6:00 P.M. ON
MONDAY, NOVEMBER 15, 2021 AT CITY HALL, SHAWNEE

BIDS WILL BE RECEIVED UNTIL THE 4:00 P.M. ON MONDAY, NOVEMBER 15, 2021
AT THE LOCATION STATED IN THE NOTICE TO CONTRACTORS

CITY: SHAWNEE
COUNTY: POTTAWATOMIE
DESCRIPTION: SIDEWALK IMPROVEMENTS
LOCATION: INDEPENDENCE STREET – N. KICKAPOO AVE. TO N. HARRISON AVE.

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

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

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

SIGN: **CONTRACTOR'S PERFORMANCE RECORD**
BUSINESS RELATIONSHIP AFFIDAVIT
NON-COLLUSION BIDDING CERTIFICATION
STATUS VERIFICATION SYSTEM AFFIDAVIT

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

THIS PROPOSAL ISSUED TO:

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

CITY OF SHAWNEE

TABLE OF CONTENTS

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS – N. KICKAPOO AVE. TO N.
HARRISON AVE., CITY OF SHAWNEE

BIDDING

NOTICE TO BIDDERS

CONTRACT REQUIREMENTS

SCHEDULE OF BID ITEMS

CONTRACTOR PERFORMANCE RECORD

BUSINESS RELATIONSHIPS AFFIDAVIT

NON-COLLUSION BIDDING CERTIFICATION

STATUS VERIFICATION SYSTEM AFFIDAVIT

CONTRACT

CONTRACT FORM (AFFIDAVIT)

AUTHORIZATION FOR WAIVER & DISCLOSURE OF TAX INFORMATION

CHANGE ORDERS OR ADDENDA

DEFECT BOND

PERFORMANCE BOND

STATUTORY AND PAYMENT BOND

Publish in the Shawnee News Star on October 21, 2021, October 28, 2021, and November 4, 2021

NOTICE TO BIDDERS:

SEALED PROPOSALS must be hand delivered to the City of Shawnee (City Clerk's Office) at 16 W. 9th St., Shawnee, OK 74801-6812, **AND WILL NOT BE ACCEPTED AFTER 4:00 p.m. ON MONDAY, NOVEMBER 15, 2021. The scheduled bid opening date is MONDAY, NOVEMBER 15, 2021. Proposals will be publicly read aloud at the Board Meeting held at 6:00 p.m., Central Time at the City of Shawnee at 16 W. 9th St., Shawnee, OK, for the work listed below.**

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS – N. KICKAPOO AVE. TO N. HARRISON AVE., CITY OF SHAWNEE

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

This work will be done under the 2019 Oklahoma Standard Specifications for Highway Construction.

Plans, forms of proposal, contracts and specifications may be examined at, and purchased from:

CEC
4617 East 91st Street South
Tulsa, OK 74137
918-663-9401

Shawnee City Hall (City Clerk's Office)
16 W. 9th St.
Shawnee, OK 74802
405-878-1760

Half-size Plans and Documents \$ 25.00

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

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

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

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

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 10:00 A.M. ON WEDNESDAY, NOVEMBER 3, 2021 AT SHAWNEE CITY HALL.

CITY OF SHAWNEE
CONTRACT REQUIREMENTS

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS – N. KICKAPOO AVE. TO N. HARRISON AVE.,
CITY OF SHAWNEE

RATES FOR LIQUIDATED DAMAGES FOR THIS PROJECT WILL BE \$1,000.00 PER CALENDAR DAY.

CONTRACT TIME ALLOTTED FOR THIS PROJECT IS 90 CALENDAR DAYS.

DISADVANTAGE BUSINESS ENTERPRISES: REQUIRED PARTICIPATION IS 0.00 %.

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

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

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

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

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

CITY OF SHAWNEE
INDEPENDENCE STREET SIDEWALK IMPROVEMENTS -
N. KICKAPOO AVE. TO N. HARRISON AVE.

BID SCHEDULE

BASE BID					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
201(A)	CLEARING AND GRUBBING	AC	3.5		
202(A)	UNCLASSIFIED EXCAVATION	CY	984		
221(C)	TEMPORARY SEDIMENT FILTER	EA	11		
230(A)	SOLID SLAB SODDING	SY	1633		
240(A)	REMOVING TREES 6" TO 12" IN DIAMETER	EA	1		
240(A)	REMOVING TREES 13" TO 18" IN DIAMETER	EA	1		
240(A)	REMOVING TREES 19" TO 24" IN DIAMETER	EA	2		
303(A)	AGGREGATE BASE TYPE A	CY	653		
310(B)	SUBGRADE METHOD B	SY	1768		
325	SEPARATOR FABRIC	SY	3024		
411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	18		
411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	4		
411(C)	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	5		
414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	305		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	59		
609(A)	CONCRETE CURB (6" INTEGRAL)	LF	74		
609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	LF	92		
609(C)	HEADER CURB (LESS THAN 18")	LF	386		
609(C)	HEADER CURB (18"-28")	LF	143		
610(A)	4" CONCRETE SIDEWALK	SY	2831		

BASE BID					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(A)	6" CONCRETE SIDEWALK	SY	129		
610(A)	4" DECORATIVE CONCRETE SIDEWALK	SY	89		
610(B)	CONCRETE DRIVEWAY (6" H.E.S.)	SY	1166		
610(I)	TACTILE WARNING DEVICE	SF	312		
612(A)	MANHOLES ADJUSTED TO GRADE	EA	1		
612(E)	VALVE BOX ADJUSTED TO GRADE	EA	3		
612(F)	METER BOX ADJUSTED TO GRADE	EA	15		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTION	LSUM	1		
619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	104		
619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	394		
619(B)	REMOVAL OF DRIVEWAY	SY	1213		
619(B)	REMOVAL OF SIDEWALK	SY	261		
619(B)	REMOVAL OF CURB AND GUTTER	LF	455		
619(B)	REMOVAL OF FENCE	LF	64		
624(E)	FENCE, STYLE CLF	LF	48		
641	MOBILIZATION	EA	1		
642	CONSTRUCTION STAKING	EA	1		
805(D)	(PL) REMOVE & RESET GROUND MOUNTED SIGN	EA	3		
850(A)	SHEET ALUMINUM SIGNS	SF	52		
851(B)	2-1/2" @5.79 GALV. STL. PIPE POST	LF	81		
855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	729		
SPECIAL	ADJUST TELEPHONE VAULT TO GRADE	EA	2		
BASE BID TOTAL					

CITY OF SHAWNEE
CONTRACTOR'S PERFORMANCE RECORD

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

Submitted by _____,
A Corporation
A Co-partnership
An Individual

Principal Office

(Address & Phone)

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

1. What projects has your organization now under way?

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

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

Qty	Item	Description, Size, Capacity, Etc.	Year of Service	Present Location

CITY OF SHAWNEE
CONTRACTORS PERFORMANCE RECORD (CONT.)

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

The Contractor is aware that:

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

Dated at _____, this _____ day of _____, 20____

By _____

Title of Person Signing _____

Name of Organization _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
BUSINESS RELATIONSHIPS AFFIDAVIT

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

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

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

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

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

(Signature of Affiant)

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public _____

My Commission Expires _____

CITY OF SHAWNEE
NON-COLLUSION BIDDING CERTIFICATION

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS
COUNTY _____)

A. For purposes of competitive bids, I certify:

1. I am the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. Any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; and
 - c. Any discussions between bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

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

Certified this _____ day of _____, 20_____.

(Signature)

(Print Name)

(Position in the Company)

STATUS VERIFICATION SYSTEM AFFIDAVIT

CITY OF SHAWNEE

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS

N. KICKAPOO AVE. TO N. HARRISON AVE.

CITY OF SHAWNEE

[illegible]

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

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

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

FURTHER AFFLIANT SAITH NOT.

AFFILIANT

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

My Commission Number: _____

CONTRACT

THIS CONTRACT AND AGREEMENT made and entered into this _____, 2021, between the City of Shawnee, (hereinafter called the "City"), and _____ acting as an independent contractor (hereinafter called the "Contractor").

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

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS – N. KICKAPOO AVE. TO N. HARRISON AVE.

as shown on the plans to be built at the unit prices bid by said Contractor, for the respective estimated quantities aggregating approximately

in accordance with the plans on file with the City of Shawnee, Oklahoma, designated as: **CITYWIDE OVERLAYS**

and with the Oklahoma Standard Specifications for Highway Construction, 2019 Edition, (the "Specifications"), with the Proposal filed with the City of Shawnee on MONDAY, NOVEMBER 1, 2021 (the "Proposal"); each of which is made a part hereof as though copied in full herein; and with the Special Provisions attached hereto; and to the entire satisfaction of the City of Shawnee.

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

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

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

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

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

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

Approved as to form:

By: _____
Mayor – City of Shawnee Date

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

Secretary of Corporation

ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 }SS.
COUNTY OF _____ }

This instrument was acknowledged before me on _____, _____

Notary Public

(SEAL)

My commission expires: _____

CITY OF SHAWNEE
CONTRACT AFFIDAVIT

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

STATE OF OKLAHOMA)
) SS
COUNTY _____)

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

1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s) he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

(Signature of Affiant)

(Name & Title)

Subscribed and sworn to before this ____ day of _____, 20__.

Notary Public _____

My Commission expires: _____

CITY OF SHAWNEE
AUTHORIZATION FOR WAIVER AND DISCLOSURE OF TAX INFORMATION

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

Pursuant to Title 68 O.S. 1990 Supp., 205 (c)(17), the undersigned contractor hereby gives the Oklahoma Tax Commission expressed permission to provide the City of Shawnee information to determine that the undersigned is in compliance with all applicable tax laws. The Tax Commission is authorized to provide the City of Shawnee a statement reflecting the status of contractor's payment history and any delinquency as it relates to sales, use, franchise, withholding, income and motor fuel taxes.

It is understood that any information provided by the Tax Commission is subject to audit and does not include any reports not yet due or not received as of the date of the Oklahoma Tax Commission signature.

Answer the following questions:

1. Do you have employees subject to income tax withholding? Yes__ No__
2. Did you bring material from out of state into Oklahoma? Yes__ No__
3. Period of the contract: From ____ To ____
4. Have you held previous contracts with the City of Shawnee? Yes__ No__
5. FEI Number: _____

The FEI number shall be furnished when the contract documents are signed.

Name of Contractor

Authorized Signature

Street Address

SEAL

City, State, Zip Code

For Official Use Only

Contractor is in Compliance? Yes__ No__

OTC Signature

Date

CITY OF SHAWNEE

CHANGE ORDERS OR ADDENDA

INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.
CITY OF SHAWNEE

If this contract is governed by the Oklahoma Public Competitive Bidding Act of 1974, then Section 121 of that Act addresses statutory limitations on change orders and addenda. Specifically, 61 O.S. §121 states as follows:

A. Change orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

D. If the awarding public agency does not have a governing body, the chief administrative officer of the awarding public agency shall approve change orders. The State Construction Administrator of the Construction and Properties Division of the Department of Central Services, or the administrator's designee, shall sign and execute all contracts and change orders, as they relate to state agencies.

E. If the awarding public agency has a governing body, all change orders shall be formally approved by the governing body of the awarding public agency and the reasons for approval recorded in the permanent records of the governing body. The governing body of a municipality or technology center may delegate approval of change orders up to Forty Thousand Dollars (\$40,000.00) or ten percent (10%) of any contract, whichever is less, to the chief administrative officer of the municipality or technology center or their designee, with any approved change orders reported to the governing body at the next regularly scheduled meeting.

F. The governing body of the Oklahoma Tourism and Recreation Department is authorized, upon approval of a majority of all of the members of the Oklahoma Tourism and Recreation Commission, to delegate to the Director of the agency the authority to approve change orders on a construction contract provided that the individual change order does not exceed Twenty-five Thousand Dollars (\$25,000.00) in expenditure and complies with the limits established by this section. The Administrator of the Division shall sign and execute all contracts and change orders.

G. The Transportation Commission may, by rule, authorize the Director of the Department of Transportation to approve change orders in an amount of not to exceed Five Hundred Thousand Dollars (\$500,000.00). Change orders approved by the Director shall be presented to the Transportation Commission during the next regular meeting and the reasons therefor recorded in the permanent records. The City of Shawnee may authorize the Director of the Authority to approve change orders in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000.00). Change orders approved by the Director of the Authority shall be presented to the

Authority during the next regular meeting and the reasons for the orders recorded in permanent records.

H. All change orders for the Department of Transportation or the Authority shall contain a unit price and total for each of the following items:

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

I. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1, 2, 3, 4 and 5 of subsection H of this section.

J. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

MAINTENANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone: (_____) _____, as Principal, and

_____, a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is:

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$_____)

in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

**PROJECT: INDEPENDENCE ST. SIDEWALK IMPROVEMENTS –
N. KICKAPOO AVE TO N. HARRISON AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and timely remedy or correct all defective workmanship and materials appearing in the Project within one year from and after its acceptance by the City of Shawnee, and if the Principal shall pay or cause to be paid all those entities who furnish labor and material to correct or remedy such defects and shall otherwise hold harmless and indemnify the City of Shawnee for all costs it might incur in remedying said defects, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety agrees that no quantity overruns, changes in the work or alterations in the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and that no deviations in the plan or mode of procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)

[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this _____ day of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:
Street/P. O. Box _____
City, State, Zip Code _____
Telephone (____) _____ as Principal, and _____ corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is
Street/P. O. Box _____,
City, State, Zip Code _____,
as Surety, are held and firmly bound unto the City of Shawnee, in the penal sum of not less than _____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

**PROJECT: INDEPENDENCE ST. SIDEWALK IMPROVEMENTS –
N. KICKAPOO AVE. TO N. HARRISON AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the “Project”) all in compliance with the Project plans, specifications and related documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall properly and promptly complete the construction Project according to all the contract documents, including all subsequent amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto, then this obligation shall become null and void, otherwise to remain in full force and effect.

In the event the Principal is declared by the City of Shawnee to be in default and the Principal’s right to proceed with the Project work is terminated by the City of Shawnee or by a court of competent jurisdiction, the Surety shall have the duty to assume and complete all the Contract work and material requirements, including all the amendments, changes, addenda, time extensions, alterations and supplemental agreements thereto. In the event the Surety fully performs its obligations hereunder the City of Shawnee acknowledges that by law the Surety is subrogated to all the Principal’s rights arising out of the Contract, including all

deferred payments, retained percentage and credits due and owing to the Principal at the time of default and termination or to thereafter become due and owing under the contract documents. The City of SHawnee may at its option offset against the contract earnings any indebtedness or liability which the Principal might have to the City of Shawnee arising out of the bonded Project including but not limited to liquidated damages, site rental, progressive estimate overpayments and the like. After the Surety has been made whole, the City of Shawnee may offset against any remaining contract earnings any indebtedness or liability of the Principal arising out of other contracts and dealings.

No quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual Proprietor/
Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or
an Authorized Officer of Surety

SUBSCRIBED by the Principal's representative before me, a Notary Public, on this ____ day of _____, 20__.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

STATUTORY PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____, whose principal or home office mailing address and telephone number are:

Street/P. O. Box _____

City, State, Zip Code _____

Telephone (____) _____, as Principal, and

_____ a corporation organized in the State of _____, and authorized to transact a commercial surety business in the State of Oklahoma, whose principal or home office mailing address is

Street/P. O. Box _____

City, State, Zip Code _____

as Surety, are held and firmly bound unto the State of Oklahoma and the City of Shawnee, in the penal sum of not less than _____

_____ (\$ _____) in lawful money of the United States of America, said sum being equal to the estimated contract price, for the payment of which well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors and assigns, jointly and severally by these presents.

DATED this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal entered into a written Contract with the City of Shawnee dated _____, 20____, for the construction or performance of:

**PROJECT: INDEPENDENCE ST. SIDEWALK IMPROVEMENTS
N. KICKAPOO AVE. TO N. HARRISON AVE.**

COUNTY: POTTAWATOMIE

DESCRIPTION: SIDEWALK CONSTRUCTION AND REPLACEMENT

(hereinafter the "Project") all in compliance with the Project plans, specifications and related contract documents, including all amendments or changes thereto, which documents are on file in the principal office of the City of Shawnee and are incorporated herein by reference.

NOW, THEREFORE, if the Principal shall (1) pay all Project indebtednesses incurred by said Principal and his/her/its subcontractors and materialmen for all labor, material, rental of machinery or equipment and repair of and parts for equipment as are used and consumed in the performance of the contract; and (2) pay all (a) state and local taxes accruing as a result of the contract, (b) liquidated damages and site rental as may be provided for in the contract documents, and (c) any indebtedness of the Principal to the City

of Shawnee arising out of overpayments of progressive estimates, then this obligation shall be null and void, otherwise to remain in full force and effect.

The intent of the Principal and Surety is that this Statutory Payment Bond, including the benefits or coverages provided herein, all notice requirements and all suit limitations, shall be construed, governed and controlled by Title 61, Oklahoma Statutes, Sections 1 and 2, as those statutes exist on the effective date of the Contract, even though the language of this bond may be more or less restrictive than required by statute.

For value received the Surety agrees that no quantity overruns, changes in the work, or alterations in or amendments to the contract work or documents, whether accomplished by change order, addenda or supplemental agreement, and no deviations in the plan or mode or procedure specified in the Contract shall have the effect of releasing the Surety from all or any part of its obligations hereunder.

IN WITNESS WHEREOF, the Principal has caused this document to be executed in its name by a duly authorized officer, agent or representative, and the Surety has caused this document to be executed in its name by an authorized attorney-in-fact or corporate officer, effective as of the day and year first above written.

THE COMMISSION ON THIS BOND IS BEING PAID TO: _____
_____.

ATTEST: (Corporation)
[SEAL]

Secretary of the Corporation

PRINCIPAL

By: _____
Individual/Proprietor/Partner/Authorized Officer

SURETY

By: _____
Authorized Attorney-in-Fact or an Authorized
Officer of Surety

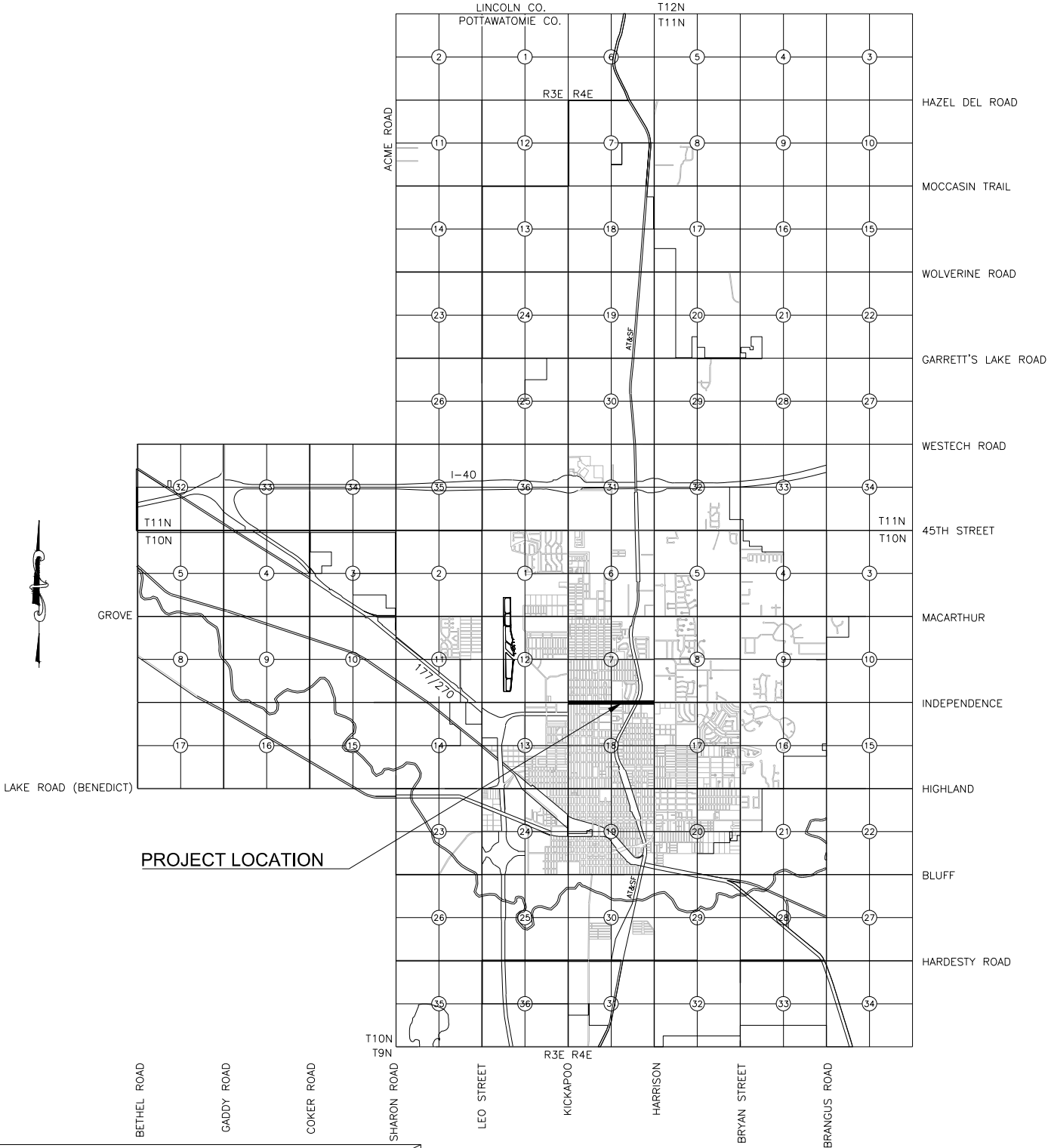
SUBSCRIBED before me, a Notary Public, by the Principal's representative on this ____ day of _____, 20____.

Notary Public in and for the
State of _____

My Commission Expires:

[SEAL]

INDEPENDENCE STREET SIDEWALKS



ED BOLT
MAYOR

DANIEL MATTHEWS
COMMISSIONER

DARREN RUTHERFORD
COMMISSIONER

CAMI ENGLER
COMMISSIONER

MARK SEHORN
COMMISSIONER

TRAVIS FLOOD
COMMISSIONER

BEN SALTER
COMMISSIONER

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

LISA LASYONE
CITY CLERK

JACOB BUSSELL
CITY TREASURER

SHEET INDEX

SHEET NO.	DESCRIPTION
1.	TITLE
3-4.	TYPICAL SECTIONS
6-11.	SIDEWALK PLAN
XS1-XS13.	CROSS SECTIONS

UTILITY LOCATION NUMBERS

STATE WIDE	1-800-522-6543
OUT OF STATE	1-800-654-8249
LOCAL	1-405-273-1250

ENGINEERING DEPARTMENT

APPROVED AS FINAL PLANS:


CITY ENGINEER

10-21-21
DATE

ENGINEER OF RECORD




SHANNON N. HANKS, P.E. NO. 21141

10-21-21
DATE



2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION-ENGLISH GOVERN,
APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION.
REFER TO 1999 SPECIFICATIONS AND SPECIAL PROVISIONS FOR TYPE B AND TYPE C
ASPHALT CONCRETE.

PLOT DATE: Thursday, October 21, 2021 9:11:16 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\1001.PAY ITEMS & NOTES.DWG

BASE BID					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTES	UNIT	QUANTITY
1	201(A)	CLEARING AND GRUBBING	-	AC	3.5
2	202(A)	UNCLASSIFIED EXCAVATION	-	CY	984
3	221(C)	TEMPORARY SEDIMENT FILTER	(R-8)	EA	11
4	230(A)	SOLID SLAB SODDING	(R-6)(R-7)	SY	1,633
5	240(A)	REMOVING TREES 6" TO 12" IN DIAMETER	-	EA	1
6	240(A)	REMOVING TREES 13" TO 18" IN DIAMETER	-	EA	1
7	240(A)	REMOVING TREES 19" TO 24" IN DIAMETER	-	EA	2
8	303(A)	AGGREGATE BASE TYPE A	-	CY	653
9	310(B)	SUBGRADE METHOD B	-	SY	1,768
10	325	SEPARATOR FABRIC	-	SY	3,024
11	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	(R-22)(R-25)	TON	18
12	411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	(R-22)(R-25)	TON	4
13	411(C)	SUPERPAVE, TYPE S4 (PG 70-28 OK)	(R-22)(R-25)	TON	5
14	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	-	SY	305
15	414(G)	P.C. CONCRETE FOR PAVEMENT	-	CY	59
16	609(A)	CONCRETE CURB (6" INTEGRAL)	-	LF	74
17	609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	-	LF	92
18	609(C)	HEADER CURB (LESS THAN 18")	1	LF	386
19	609(C)	HEADER CURB (18"-28")	1	LF	143
20	610(A)	4" CONCRETE SIDEWALK	-	SY	2,831
21	610(A)	6" CONCRETE SIDEWALK	-	SY	129
22	610(A)	4" DECORATIVE CONCRETE SIDEWALK	-	SY	89
23	610(B)	CONCRETE DRIVEWAY (6" H.E.S.)	-	SY	1,166
24	610(I)	TACTILE WARNING DEVICE	-	SF	312
25	612(A)	MANHOLES ADJUSTED TO GRADE	-	EA	1
26	612(E)	VALVE BOX ADJUSTED TO GRADE	-	EA	3
27	612(F)	METER BOX ADJUSTED TO GRADE	-	EA	15
28	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-37)(R-38)	LSUM	1
29	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-38)(R-39)	SY	104
30	619(B)	REMOVAL OF CONCRETE PAVEMENT	(R-38)(R-39)	SY	394
31	619(B)	REMOVAL OF DRIVEWAY	(R-38)(R-39)	SY	1,213
32	619(B)	REMOVAL OF SIDEWALK	(R-38)(R-39)	SY	261
33	619(B)	REMOVAL OF CURB AND GUTTER	(R-38)(R-39)	LF	455
34	619(B)	REMOVAL OF FENCE	(R-38)(R-39)	LF	64
35	624(E)	FENCE, STYLE CLF	(R-41)	LF	48
36	641	MOBILIZATION	-	EA	1
37	642	CONSTRUCTION STAKING	-	EA	1
38	805(D)	(PL) REMOVE & RESET GROUND MOUNTED SIGNS	-	EA	3
39	850(A)	SHEET ALUMINUM SIGNS	-	SF	52
40	851(B)	2-1/2" @5.79 GALV. STL. PIPE POST	2	LF	81
41	855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	-	LF	729
42	SPECIAL	ADJUST TELEPHONE VAULT TO GRADE	-	EA	2

PAY QUANTITY NOTES

(R-6) FOR 230(A) PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT 200 POUNDS PER 1,000 SQUARE YARDS.

(R-7) FOR 230(A) PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 80 GALLONS PER SQUARE YARD.

(R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.

(R-22) PRICE BID TO INCLUDE COST OF 18 GALLONS OF TACK COAT, MEETING THE REQUIREMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.

(R-25) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.

(R-37) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.

(R-38) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.

(R-39) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.

1. THIS ITEM SHALL INCLUDE THE COST OF THE CONCRETE, REINFORCING STEEL, AND ADJACENT CONCRETE SIDEWALK.

2. PRICE BID TO INCLUDE THE COSTS OF ALL CONCRETE AND STEEL REQUIRED FOR POLE FOOTING.

GENERAL CONSTRUCTION NOTES

(G-1) IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811

(G-2) THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.

(G-3) MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.

(G-11) THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.

(G-25) AT THE BEGINNING OF TURFING OPERATIONS, ANY AREAS INCLUDED IN PLANNED QUANTITIES THAT HAVE GROWN A SATISFACTORY VOLUNTEER TURF OF PERENNIAL GRASS, AS DETERMINED BY THE ENGINEER, SHALL BE FERTILIZED AND WATERED AS CALLED FOR ON THE PLANS, BUT SHALL NOT BE SEEDED, SODDED, OR SPRIGGED.

(G-38) PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.

(G-40) ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

(G-41) THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.

(G-42) RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.

(G-43) THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.

(G-44) SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITH THE 'PEDESTRIAN ACCESS ROUTE' AS DEFINED BY PROWAG.



CEC OKLAHOMA
4611 EAST JUST STREET SOUTH
TULSA, OKLAHOMA 74117
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INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME

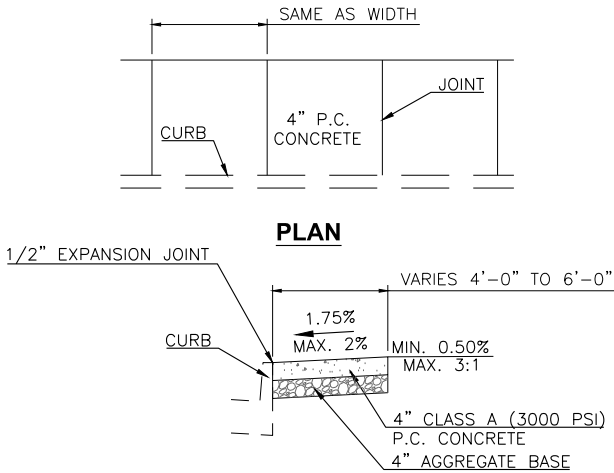
PAY ITEMS & NOTES

SHEET

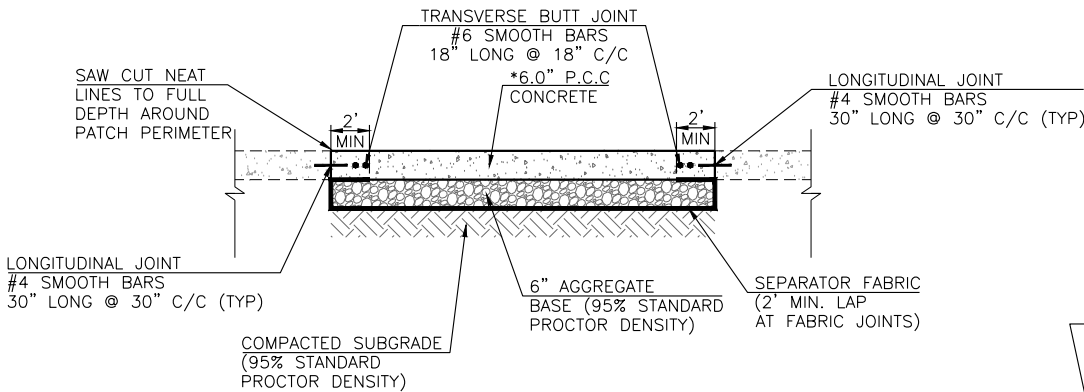
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PLOT DATE: Thursday, October 21, 2021 9:11:23 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011.TYPICAL SECTIONS.DWG

DETAILS FOR SIDEWALK LOCATED AT CURB



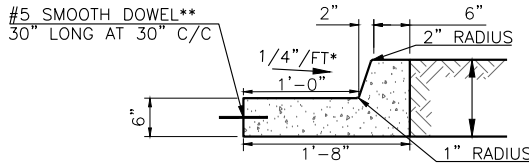
- NOTES:
1. 1/2" X 4" PREMOLDED EXPANSION MATERIAL AROUND POWER POLES OR OTHER STRUCTURES IN WALK, WITH AT LEAST 36" OF CLEAR TRAVEL SPACE.
 2. EXPANSION JOINTS MAXIMUM DISTANCE = 100', USE 1/2" X 4" PREMOLDED EXPANSION MATERIAL
 3. TRANSVERSE CONTRACTION JOINTS MAXIMUM DISTANCE = 5', SAW CUT OR TOOL 1-1/4" DEEP.
 4. SAW CUT JOINTS WITHIN 24 HOURS
 5. USE 1/2" X 4" PREMOLDED EXPANSION JOINT AT CURB



CONCRETE PARKING LOT REPLACEMENT

*MATCH EXISTING THICKNESS IF GREATER THAN 6 INCHES
SUBGRADE METHOD B, AGGREGATE BASE, AND SEPARATOR FABRIC SHALL BE PAID FOR AS SEPARATE ITEMS.

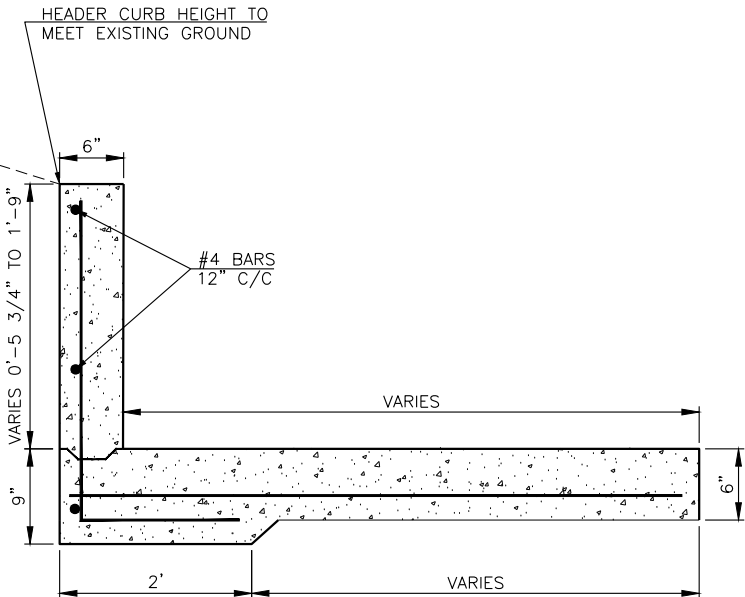
STA. 23+16.97 TO STA. 24+57.46



CURB AND GUTTER DETAIL

BARRIER CURB - HEIGHT VARIES (MATCH EXISTING)

**DOWEL BARS ONLY REQUIRED IN CONCRETE PAVEMENT SECTIONS

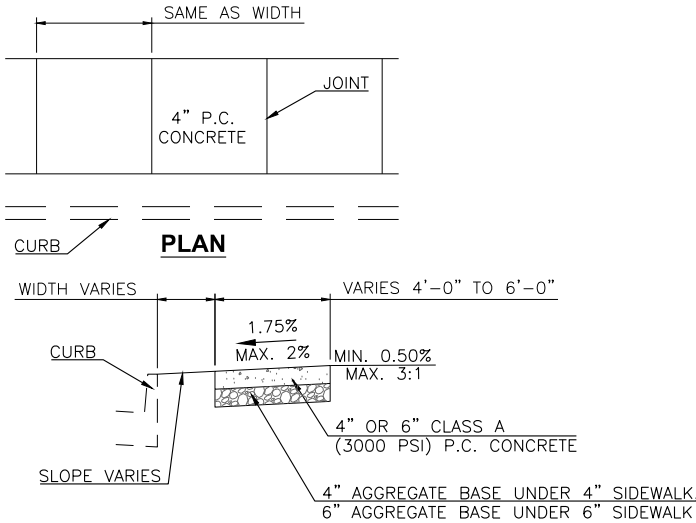


SIDEWALK WITH HEADER CURB

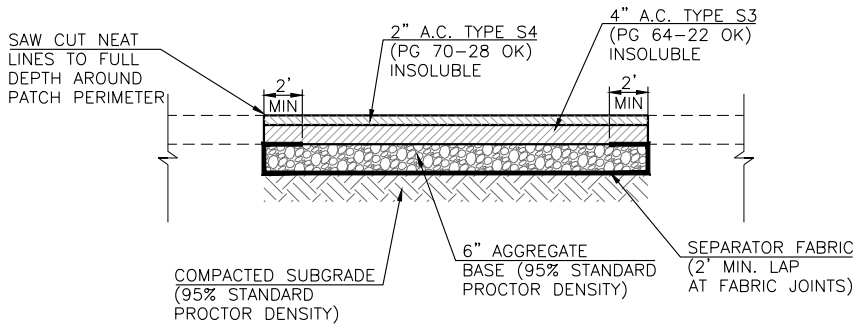
N.T.S.

SEE SHEET AND PLAN SHEETS FOR LOCATION DETAILS

DETAILS FOR SIDEWALK LOCATED AWAY FROM CURB



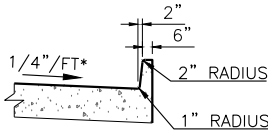
- NOTES:
1. PLACE 1/2" PREMOLDED EXPANSION MATERIAL AROUND POWER POLES OR OTHER STRUCTURES IN WALK, WITH AT LEAST 36" OF CLEAR TRAVEL SPACE.
 2. EXPANSION JOINTS MAXIMUM DISTANCE = 100', USE 1/2" X 4" PREMOLDED EXPANSION MATERIAL.
 3. TRANSVERSE CONTRACTION JOINTS MAXIMUM DISTANCE = 5', SAW CUT OR TOOL 1/4" DEEP.
 4. SAW CUT JOINTS WITHIN 24 HOURS.



ASPHALT PARKING LOT REPLACEMENT

*MATCH EXISTING THICKNESS IF GREATER THAN 6 INCHES
SUBGRADE METHOD B, AGGREGATE BASE, AND SEPARATOR FABRIC SHALL BE PAID FOR AS SEPARATE ITEMS.

STA. 52+62.25 TO STA. 53+33.57



INTEGRAL CURB DETAILS

BARRIER CURB - HEIGHT VARIES (MATCH EXISTING)



CEC CORPORATION
4811 EAST 10TH STREET SOUTH
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CAR 12 EXPIRES: 2022-06-30
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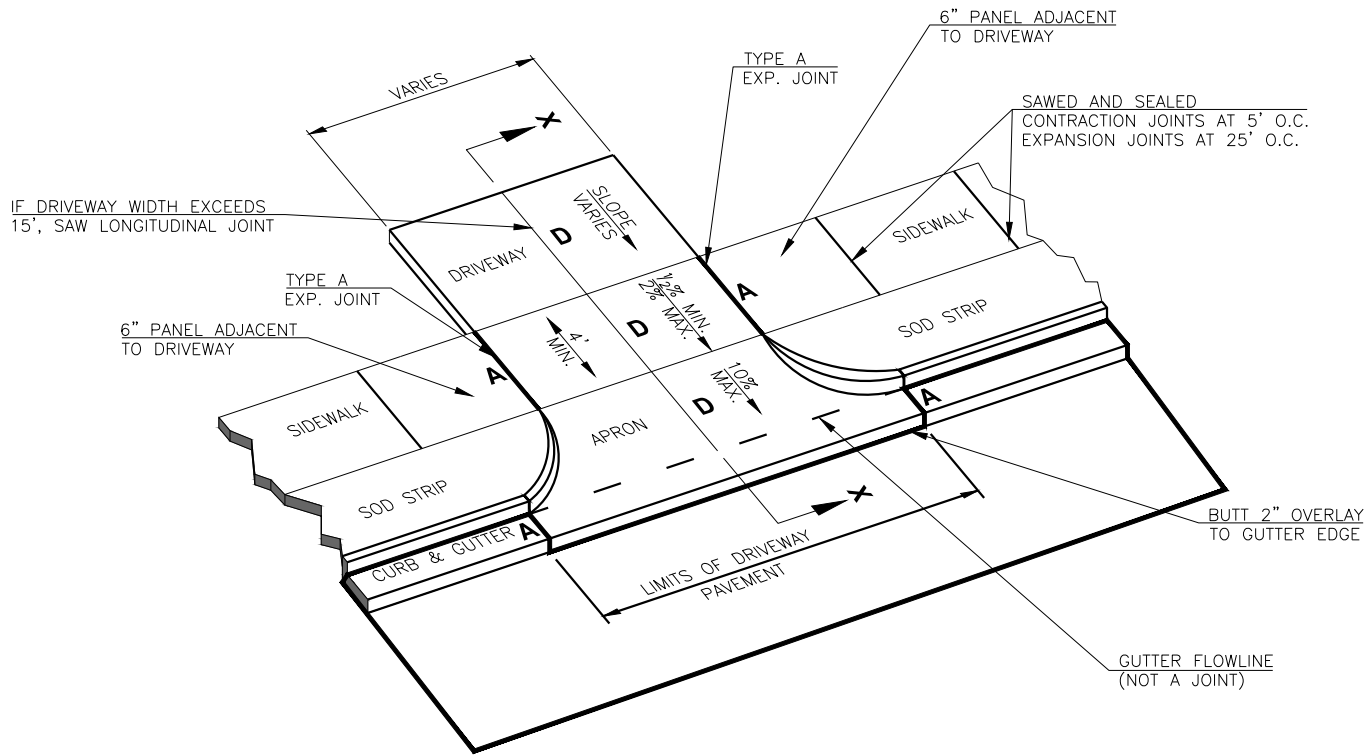
SUBMITTAL:	SIGNED AND SEALED PLANS	REVISION HISTORY		
		NO.	DESCRIPTION	DATE
DATE:	10/19/2021			
PROJECT NO.:				
DESIGNED BY:	SNH			
DRAWN BY:	JLC			
APPROVED BY:	SNH			
SCALE:	AS SHOWN			

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
TYPICAL SECTION
(1 OF 3)

SHEET
3

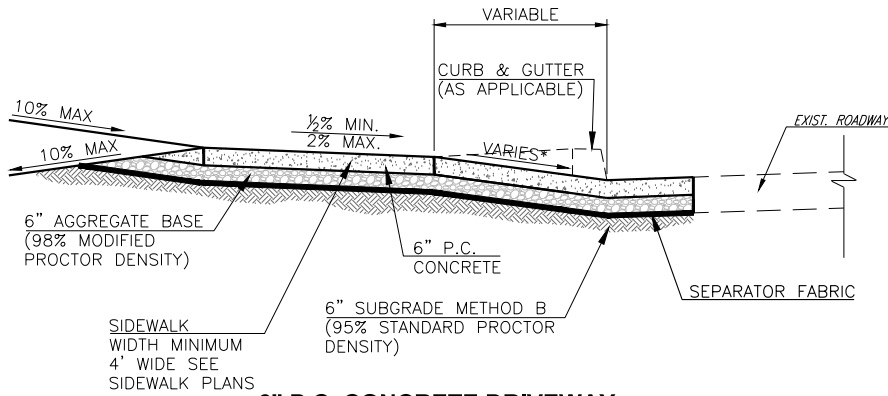
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DRIVEWAY DETAILS
N.T.S.

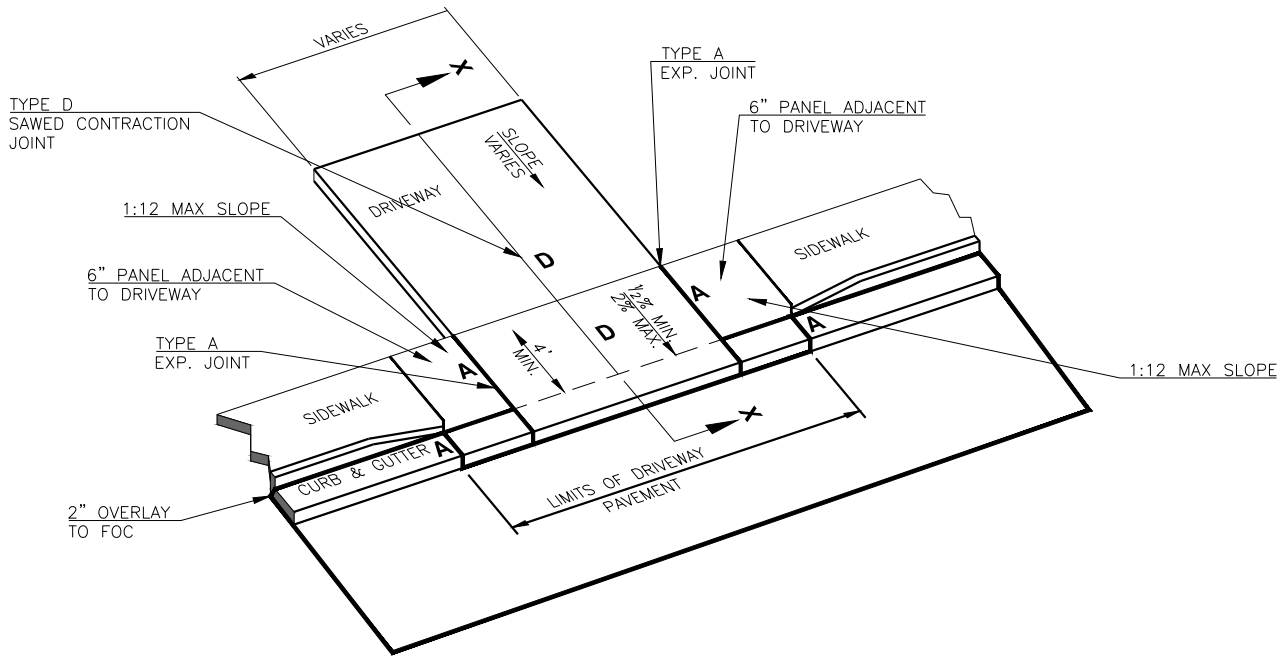
TYPE D SAWED CONTRACTION JOINT REQUIRED THROUGH CENTER FOR P.C. CONCRETE DRIVES 15' WIDE & OVER. SAW CUT 2" DEEP AND FILL WITH BACKER ROD AND SILICONE SEALANT.

MINIMUM RISE IN DRIVEWAY TO MATCH ADJACENT TOP OF CURB ELEVATIONS.

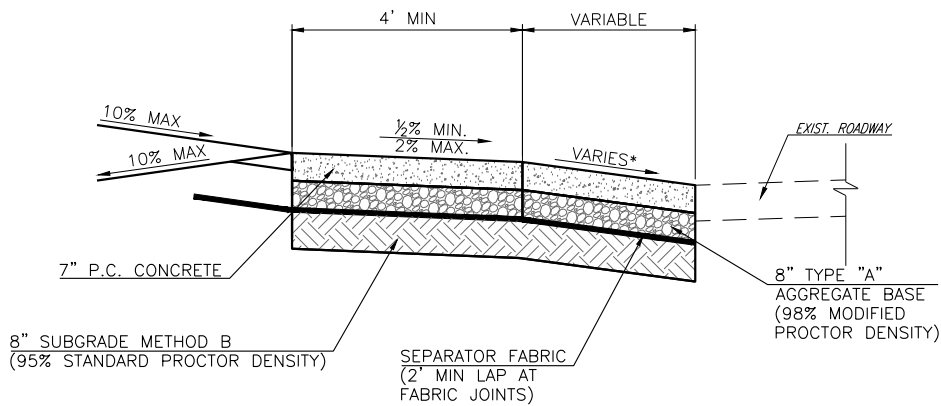


6" P.C. CONCRETE DRIVEWAY

*SEE CROSS SECTIONS

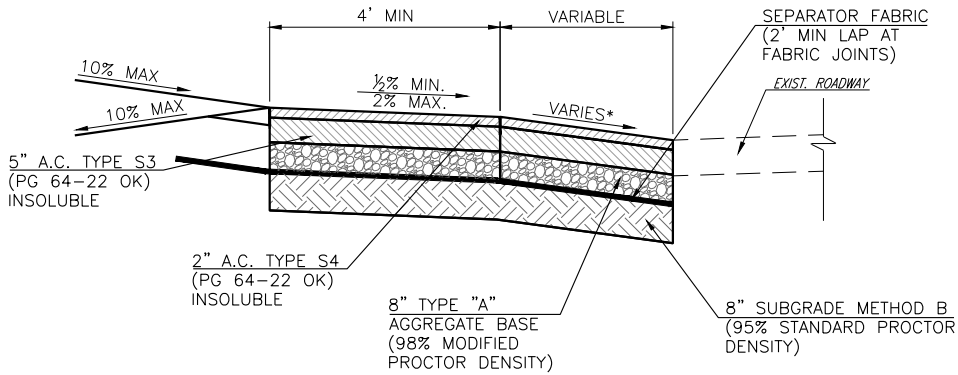


DRIVEWAY RECONSTRUCTION WITH SIDEWALK DIRECTLY BEHIND CURB



7" P.C. CONCRETE STREET RETURN

*SEE CROSS SECTIONS



A.C. STREET RETURN

*SEE CROSS SECTIONS



CEC CORPORATION
4811 EAST 10TH STREET SOUTH
TULSA, OKLAHOMA 74117
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SUBMITTAL:	SIGNED AND SEALED PLANS	REVISION HISTORY		
		NO.	DESCRIPTION	DATE
DATE:	10/19/2021			
PROJECT NO.:				
DESIGNED BY:	ISNH			
DRAWN BY:	JLC			
APPROVED BY:	ISNH			
SCALE:	AS SHOWN			

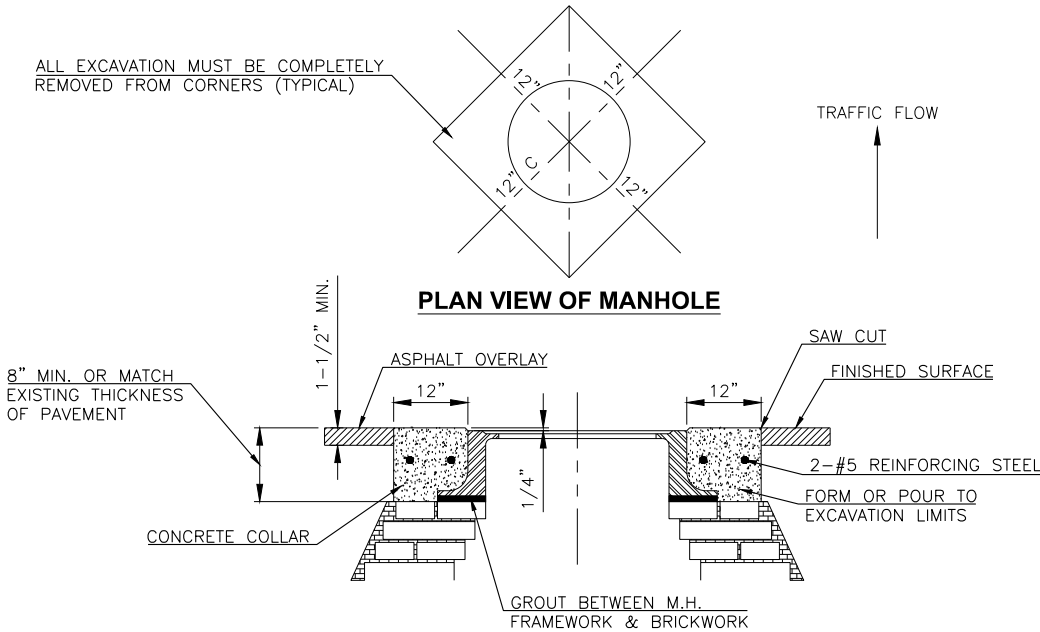
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
TYPICAL SECTION
(2 OF 3)

SHEET
4

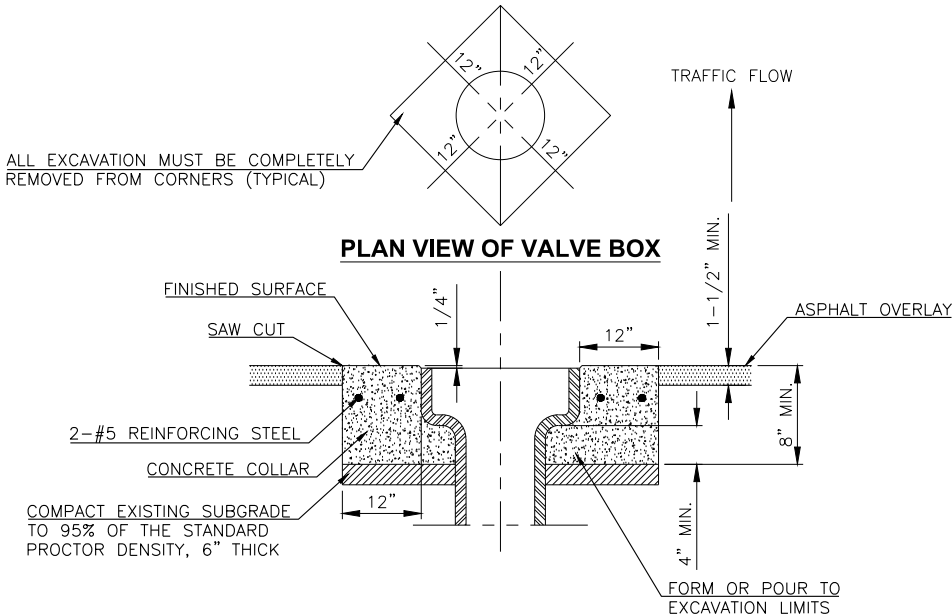
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ADJUSTMENT OF MANHOLE TO GRADE



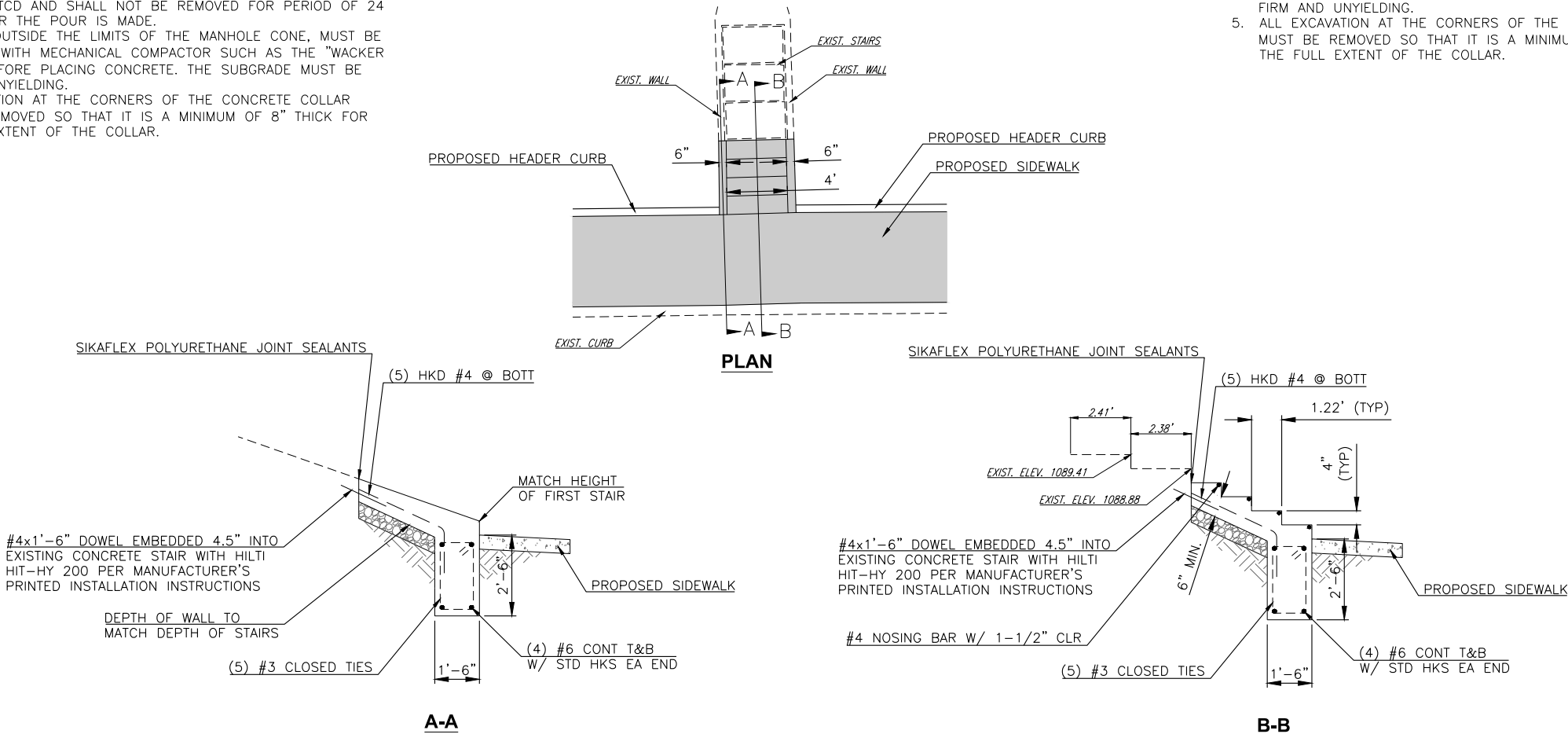
- NOTE:
1. THE MANHOLE FRAME SHALL BE SET TO GRADE AND CONCRETE COLLAR POURED AFTER SURFACING OPERATIONS. EXISTING RING AND LID MUST BE REPLACED WITH DEETER FOUNDRY, INC. SHOWN ON DRAWING NUMBER 1197-0110 AND 1197-2100 RESPECTIVELY, OR APPROVED EQUAL. THE TOP OF THE RING AND LID MUST MATCH EXACTLY THE EXISTING PAVEMENT GRADE, BOTH LONGITUDINALLY AND TRANSVERSELY.
 2. CONCRETE COLLAR SHALL BE H.E.S. CLASS AA 4000 PSI P.C. CONCRETE (3000 PSI IN 24 HOURS). CONCRETE MUST BE THOROUGHLY VIBRATED. CONTRACTOR MUST CALL FOR INSPECTION BEFORE PLACING CONCRETE.
 3. THE WORK SHALL BE PROTECTED BY BARRIERS AND LIGHTS MEETING MUTCD AND SHALL NOT BE REMOVED FOR PERIOD OF 24 HOURS AFTER THE POUR IS MADE.
 4. SUBGRADE OUTSIDE THE LIMITS OF THE MANHOLE CONE, MUST BE COMPACTED WITH MECHANICAL COMPACTOR SUCH AS THE "WACKER PACKER" BEFORE PLACING CONCRETE. THE SUBGRADE MUST BE FIRM AND UNYIELDING.
 5. ALL EXCAVATION AT THE CORNERS OF THE CONCRETE COLLAR MUST BE REMOVED SO THAT IT IS A MINIMUM OF 8" THICK FOR THE FULL EXTENT OF THE COLLAR.

ADJUSTMENT OF VALVE BOX TO GRADE



- NOTE:
1. THE VALVE BOX SHALL BE SET TO GRADE AND CONCRETE COLLAR POURED AFTER RESURFACING OPERATIONS. THE TOP OF THE VALVE BOX MUST MATCH EXACTLY THE EXISTING PAVEMENT GRADE, BOTH LONGITUDINALLY AND TRANSVERSELY.
 2. CONCRETE BASE SHALL BE H.E.S. CLASS AA 4000 PSI P.C. CONCRETE (3000 PSI IN 24 HOURS). CONCRETE MUST BE THOROUGHLY VIBRATED. CONTRACTOR MUST CALL FOR INSPECTION BEFORE PLACING CONCRETE.
 3. THE WORK SHALL BE PROTECTED BY BARRIER AND LIGHTS MEETING MUTCD AND SHALL NOT BE REMOVED FOR A PERIOD OF 24 HOURS AFTER THE POUR IS MADE.
 4. SUBGRADE OUTSIDE THE LIMITS OF THE MANHOLE CONE, MUST BE COMPACTED WITH MECHANICAL COMPACTOR SUCH AS THE "WACKER PACKER" BEFORE PLACING CONCRETE. THE SUBGRADE MUST BE FIRM AND UNYIELDING.
 5. ALL EXCAVATION AT THE CORNERS OF THE CONCRETE COLLAR MUST BE REMOVED SO THAT IT IS A MINIMUM OF 8" THICK FOR THE FULL EXTENT OF THE COLLAR.

DETAILS FOR STAIR RECONSTRUCTION



CEC

OKLAHOMA

401 EAST 10TH STREET, SUITE 100
TULSA, OKLAHOMA 74103
WWW.CECOKLAHOMA.COM
CALL 918.592.1234
FAX 918.592.1235
EMAIL INFO@CECOKLAHOMA.COM

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
TULSA DISTRICT
TULSA, OKLAHOMA
PROJECT: INDEPENDENCE STREET SIDEWALKS
SHEET: 5 OF 3

SUBMITTAL:		SIGNED AND SEALED PLANS		REVISION HISTORY	
DATE:	PROJECT NO.:	DATE:	DESCRIPTION	NO.:	DATE:
10/19/2021	SNH				
	JLC				
	SNH				
	AS SHOWN				

INDEPENDENCE STREET SIDEWALK

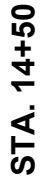
SHAWNEE, OKLAHOMA

SHEET NAME

TYPICAL SECTION (3 OF 3)

SHEET

5

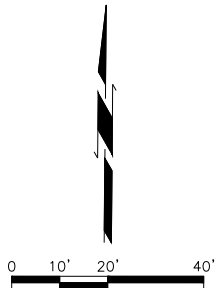


CONTROL POINT TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
1	734,659.0851	2,287,379.4541	1061.865	SET 5/8IN IP W/ CEC CP CAP



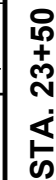
WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
1	B	13+40.02	28.32' LT	734,644.79	2,287,987.75
2	AB	13+97.44	24.44' LT	734,641.41	2,288,045.20
3	AB	17+14.22	25.25' LT	734,644.94	2,288,361.96
4	AB	17+65.15	25.25' LT	734,645.37	2,288,412.89

**EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION**

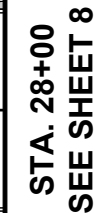


LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
1	734639.5543	2287981.1639
2	734646.7556	2287983.7312
3	734642.7677	2287985.1560
4	734639.4424	2288049.2151
5	734643.4422	2288049.1808
6	734649.5633	2288081.6021
7	734649.5279	2288084.6754
8	734639.7373	2288353.6643
9	734645.7427	2288355.9798
10	734646.9011	2288357.9469
11	734642.9104	2288359.0530
12	734643.3975	2288415.8375
13	734647.4065	2288416.8750
14	734646.5821	2288418.3317
15	734640.6187	2288420.7473



HEADER CURB HEIGHT	
STA.	ELEV.
21+40.00	1087.03
21+50.00	1087.88
21+60.00	1087.69
21+70.00	1087.92
21+80.00	1088.08
21+90.00	1088.18
22+00.00	1088.27
22+20.00	1088.68
22+30.00	1088.94
22+40.00	1089.17
22+50.00	1088.48



WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
5	AB	20+94.30	28.07' LT	734,651.01	2,288,742.00
6	AB	21+44.38	28.07' LT	734,651.44	2,288,792.08
7	AB	24+55.60	28.26' LT	734,654.30	2,289,103.29
8	AB	25+12.13	28.70' LT	734,655.23	2,289,159.81

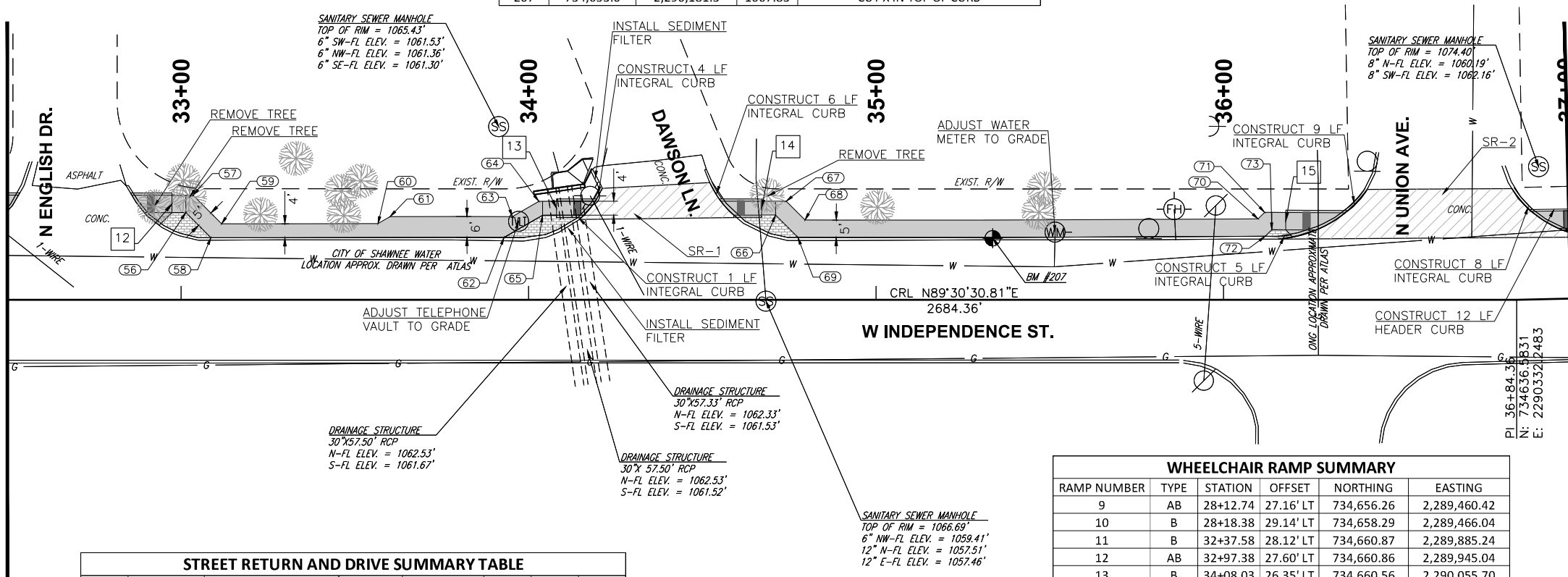
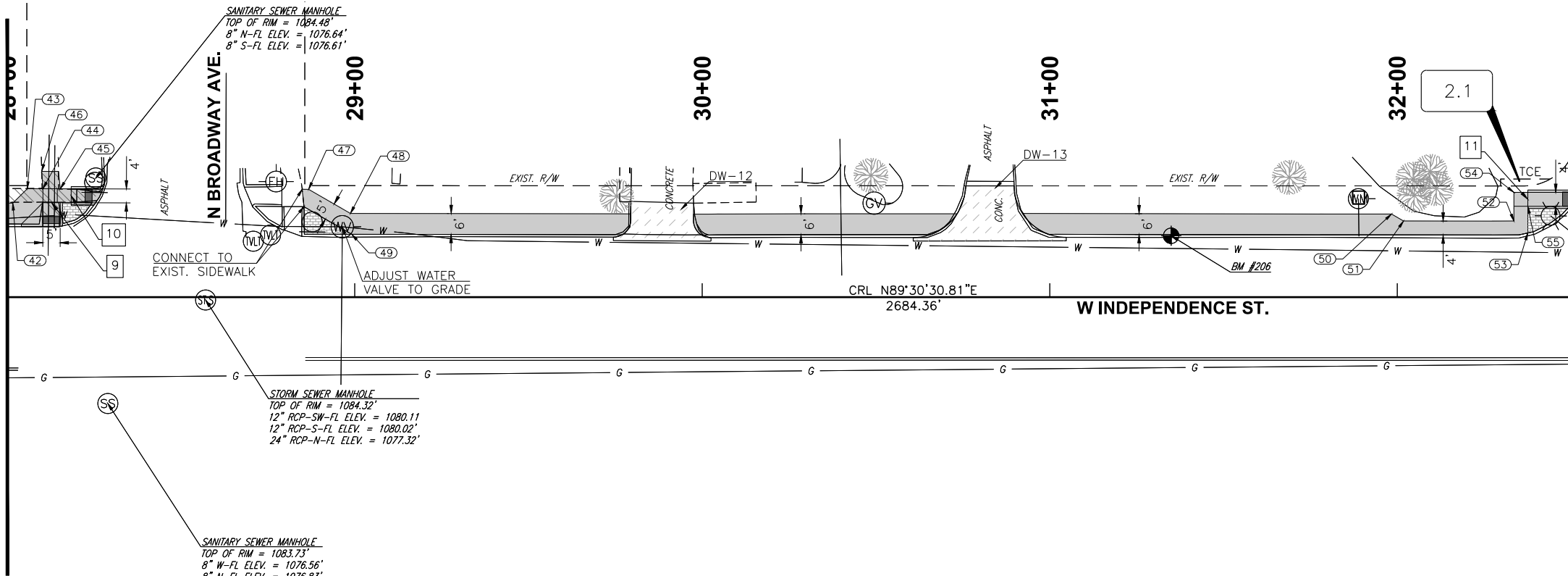
COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
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17	734648.9915	2288727.9256
18	734653.9640	2288736.3700
19	734647.9780	2288738.0291
20	734648.4761	2288796.1032
21	734654.4897	2288797.6593
22	734649.4049	2288806.6434
23	734643.3785	2288805.1100
24	734654.9224	2288854.2246
25	734655.0418	2288859.2163
26	734651.0335	2288937.1854
27	734645.0567	2288938.8773
28	734655.2204	2288944.2070
29	734650.2538	2288947.5932
30	734662.2283	2289159.3353
31	734653.2322	2289159.8298
32	734652.2963	2289161.4835
33	734657.3215	2289164.3672
34	734658.1098	2289255.3805
35	734652.0962	2289253.8243
36	734654.4140	2289261.9105
37	734648.4024	2289260.3509
38	734659.4018	2289273.2552
39	734659.3971	2289276.2348
40	734659.5467	2289297.7637
41	734659.5214	2289299.7534

PLOT DATE: Thursday, October 21, 2021 9:13:16 AM N:\PROJECTS\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 SIDEWALK PLAN.DWG

STA. 28+00
SEE SHEET 7

STA. 32+50

STA. 37+00
SEE SHEET 9

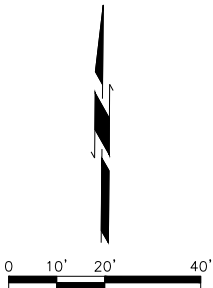


STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE EXIST.	TYPE PROP.	WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
12	29+88.48	CONCRETE	CONCRETE	19 X 12	5	25	2.99	0.73
13	30+82.82	CONCRETE	CONCRETE	14 X 16	15	39	6.69	9.90
SR-1	34+36.66	CONCRETE	CONCRETE	31 X 10	MATCH EXIST.	39	2.85	0.32
SR-2	36+62.15	CONCRETE	CONCRETE	42 X 15	MATCH EXIST.	90	3.77	3.65

BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
206	734,649.5	2,289,782.7	1074.98	CUT X IN TOP OF CURB
207	734,653.0	2,290,181.3	1067.83	CUT X IN TOP OF CURB

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
9	AB	28+12.74	27.16' LT	734,656.26	2,289,460.42
10	B	28+18.38	29.14' LT	734,658.29	2,289,466.04
11	B	32+37.58	28.12' LT	734,660.87	2,289,885.24
12	AB	32+97.38	27.60' LT	734,660.86	2,289,945.04
13	B	34+08.03	26.35' LT	734,660.56	2,290,055.70
14	B	34+67.07	26.37' LT	734,661.09	2,290,114.74
15	AB	36+17.89	22.63' LT	734,658.64	2,290,265.59

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
42	734656.0276	2289449.2655
43	734660.2244	2289453.4162
44	734660.2492	2289457.9014
45	734660.2767	2289462.9013
46	734665.2470	2289457.4975
47	734660.7503	2289534.3590
48	734653.9009	2289546.4470
49	734647.9043	2289546.8877
50	734656.3010	2289846.0621
51	734654.3277	2289849.5415
52	734654.6098	2289881.2866
53	734651.1916	2289885.3150
54	734662.8327	2289881.2186
55	734658.8660	2289885.2516
56	734658.3935	2289949.0603
57	734663.4105	2289951.0900
58	734651.2358	2289956.3374
59	734655.2592	2289959.3771
60	734655.6956	2290004.3914
61	734657.7329	2290007.8337
62	734652.0218	2290040.6917
63	734658.0369	2290043.0189
64	734662.5113	2290050.6093
65	734658.5211	2290051.7172
66	734659.1277	2290118.7546
67	734663.1554	2290121.7893
68	734657.7734	2290127.2695
69	734652.7620	2290125.2366
70	734659.2235	2290257.6225
71	734661.1205	2290259.5065
72	734654.2527	2290259.7327
73	734656.1277	2290261.5948

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TULSA, OKLAHOMA 74137
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INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(3 OF 6)

SHEET
8

PLOT DATE: Thursday, October 21, 2021 9:13:24 AM\\N:\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 SIDEWALK PLAN.DWG

STA. 37+00
SEE SHEET 8

STA. 41+50

STA. 46+00
SEE SHEET 10

HEADER CURB HEIGHT	
STA.	ELEV.
37+00.00	1072.55
37+10.00	1073.22
37+20.00	1072.91
37+30.00	1073.54
37+40.00	1073.92
37+50.00	1074.22
37+60.00	1074.58
37+70.00	1074.95
37+80.00	1075.31
37+90.00	1075.41
38+00.00	1075.27
38+10.00	1075.42
38+20.00	1075.57
38+30.00	1075.74
38+40.00	1075.91
38+50.00	1075.94
38+60.00	1075.96
38+70.00	1075.98
38+80.00	1076.00
38+90.00	1076.09
39+00.00	1076.04
39+10.00	1075.96
39+20.00	1075.88
39+30.00	1075.8
39+40.00	1075.79
39+50.00	1075.75
39+60.00	1075.66
39+70.00	1075.57
39+80.00	1075.36

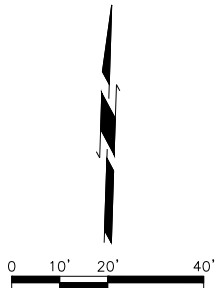
BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
208	734,626.8	2,290,582.4	1074.87	CUT X IN TOP OF CURB
209	734,719.0	2,290,938.5	1068.88	CUT X IN TOP OF CURB

STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
		EXIST.	PROP.					
14	39+96.31	ASPHALT	CONCRETE	14 X 16	5	27	9.37	12.91*
15	40+35.63	CONCRETE	CONCRETE	36 X 19	5	78	6.99	7.51
16	42+68.56	ASPHALT	CONCRETE	52 X 17	10	93	6.20	8.29
17	43+52.28	CONCRETE	CONCRETE	16 X 17	10	36	10.25	9.58
18	44+34.25	CONCRETE	CONCRETE	17 X 17	5	33	11.22	8.85
19	45+16.93	CONCRETE	CONCRETE	16 X 17	5	32	8.94	8.67
20	45+91.72	CONCRETE	CONCRETE	17 X 17	10	38	14.85	11.08*

*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
16	B	37+08.46	22.68' LT	734,660.02	2,290,355.60
17	C	40+10.48	21.99' LT	734,669.03	2,290,657.49
18	AB	40+66.92	22.10' LT	734,670.95	2,290,713.90
19	B	42+28.85	21.78' LT	734,675.82	2,290,875.75
20	AB	43+02.35	21.94' LT	734,678.34	2,290,949.22

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
74	734657.6161	2290359.6562
75	734662.6617	2290361.6135
76	734660.7561	2290363.6074
77	734655.6898	2290361.6718
78	734668.8452	2290621.3512
79	734669.9447	2290623.1440
80	734673.1210	2290719.4897
81	734669.2266	2290722.9663
82	734667.3347	2290726.4906
83	734671.5609	2290868.2899
84	734673.6823	2290871.8083
85	734676.4508	2290953.2695
86	734674.5485	2290956.7882

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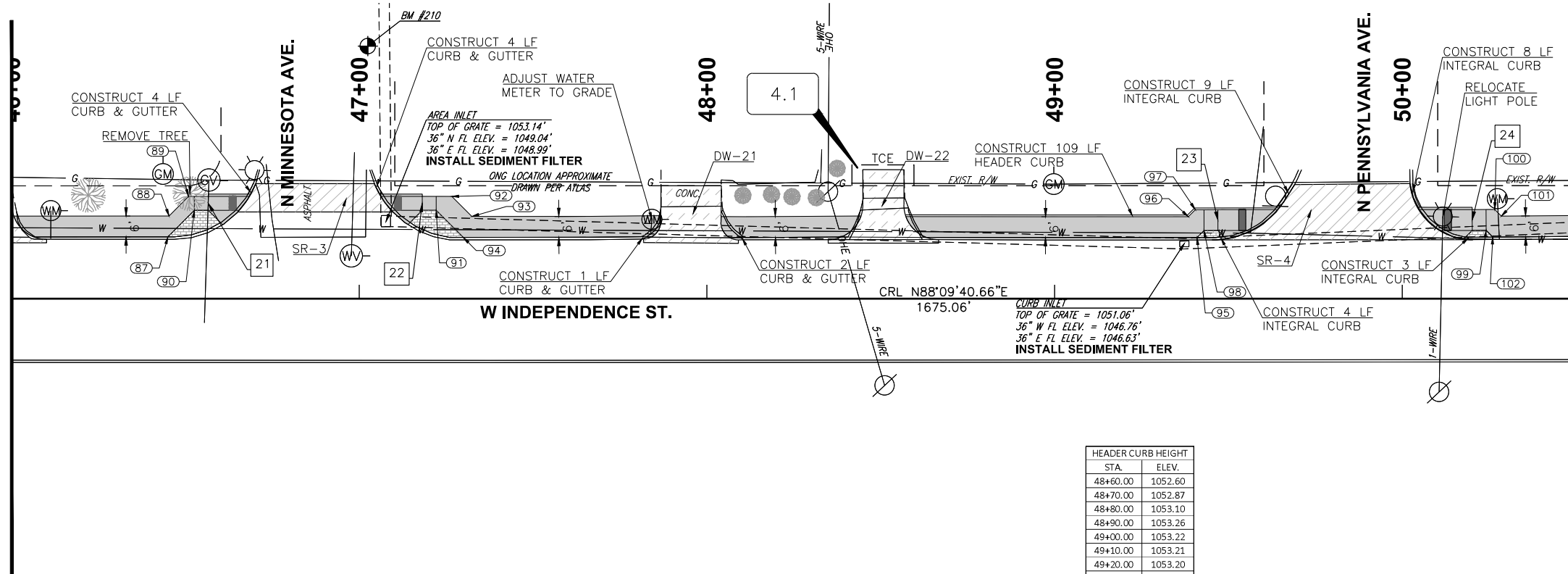
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(4 OF 6)

SHEET
9

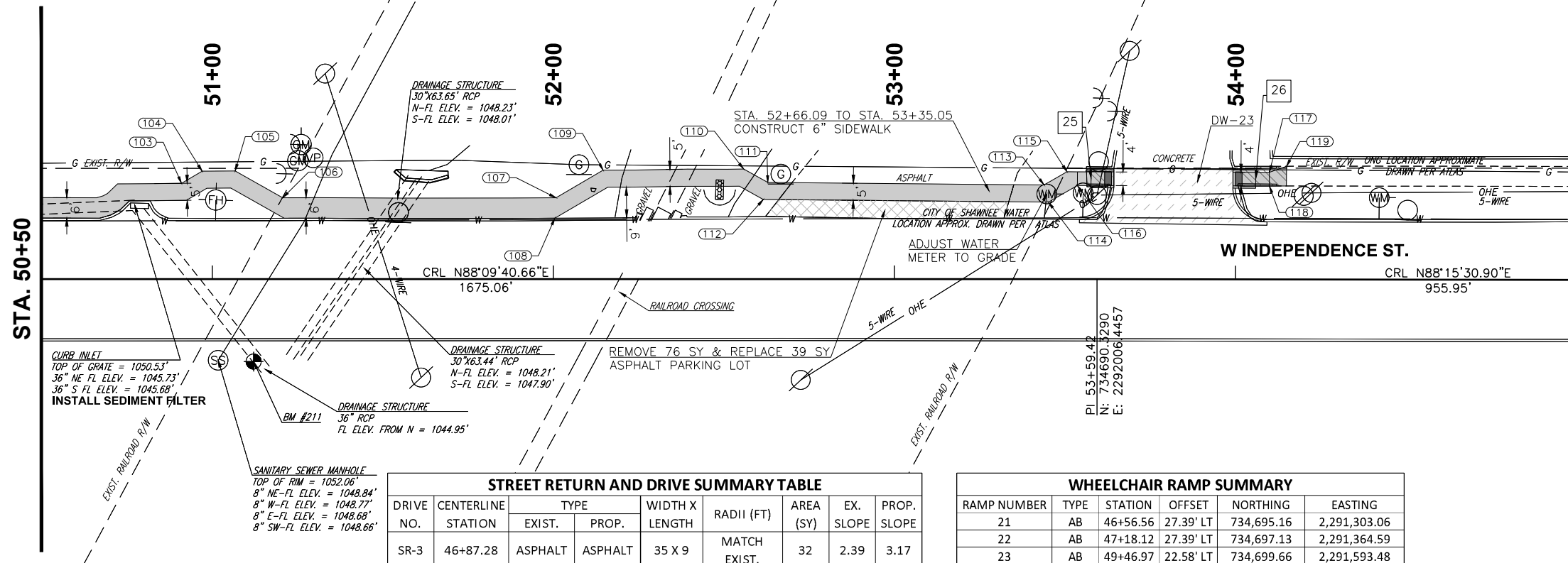
SUBMITTAL: SIGNED AND SEALED PLANS
DATE: 10/19/2021
PROJECT NO.:
DESIGNED BY: ISNH
DRAWN BY: JLC
APPROVED BY: ISNH
SCALE: AS SHOWN

REVISION HISTORY
NO. DESCRIPTION DATE



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
210	734,741.8	2,291,347.5	1054.44	CUT X IN TOP OF CURB
211	734,658.2	2,291,760.1	1051.39	FND X IN WING WALL

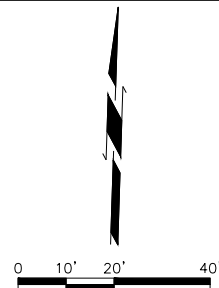
HEADER CURB HEIGHT	
STA.	ELEV.
48+60.00	1052.60
48+70.00	1052.87
48+80.00	1053.10
48+90.00	1053.26
49+00.00	1053.22
49+10.00	1053.21
49+20.00	1053.20
49+30.00	1053.17
49+40.00	1053.54
49+50.00	1053.26
49+60.00	1052.32



STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
		EXIST.	PROP.					
SR-3	46+87.28	ASPHALT	ASPHALT	35 X 9	MATCH EXIST.	32	2.39	3.17
21	47+95.47	CONCRETE	CONCRETE	18 X 17	5	34	9.96	14.94*
22	48+50.77	CONCRETE	CONCRETE	12 X 22	10	35	10.69	11.28*
SR-4	49+85.65	CONCRETE	CONCRETE	34 X 17	25 LT/18 RT	79	4.44	7.33
23	53+81.78	CONCRETE	CONCRETE	35 X 17	10	71	3.32	3.39
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED								

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
21	AB	46+56.56	27.39' LT	734,695.16	2,291,303.06
22	AB	47+18.12	27.39' LT	734,697.13	2,291,364.59
23	AB	49+46.97	22.58' LT	734,699.66	2,291,593.48
24	AB	50+20.13	22.61' LT	734,702.04	2,291,666.60
25	B	53+57.69	29.46' LT	734,719.72	2,292,003.77
26	B	54+05.93	29.41' LT	734,721.14	2,292,052.03

**EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION**

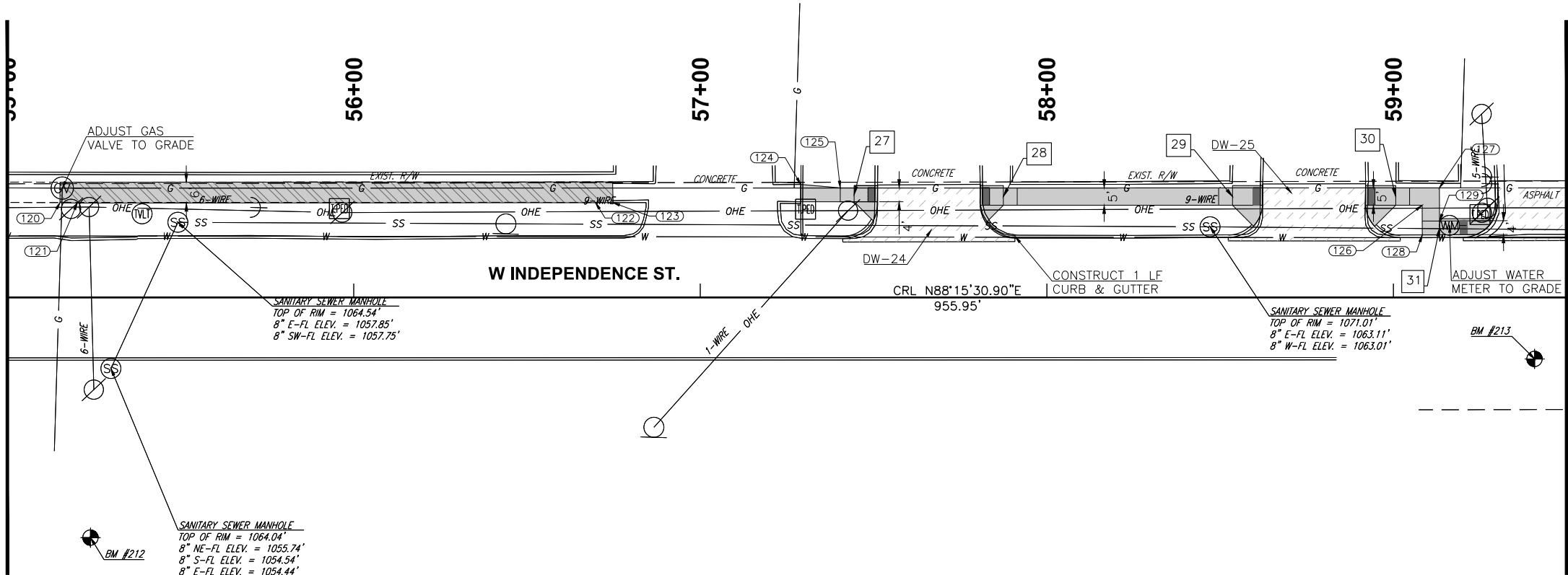


LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
87	734685.1686	2291291.7550
88	734691.1768	2291291.9058
89	734696.9743	2291297.3426
90	734693.0295	2291299.1269
91	734695.2615	2291368.6565
92	734699.4034	2291373.0111
93	734693.8162	2291378.9689
94	734687.7364	2291376.6808
95	734694.4558	2291587.6380
96	734700.3671	2291584.9524
97	734702.4469	2291586.8988
98	734696.5325	2291589.5814
99	734699.1740	2291670.7011
100	734705.2530	2291672.9863
101	734703.4209	2291674.9441
102	734697.3266	2291672.6752
103	734709.7884	2291737.2426
104	734713.5441	2291743.1745
105	734713.9393	2291752.8457
106	734706.5053	2291767.0293
107	734709.1001	2291847.1333
108	734703.0896	2291846.9667
109	734717.6156	2291860.6803
110	734719.2770	2291901.8718
111	734715.5642	2291909.0592
112	734710.5360	2291907.8985
113	734717.4427	2291990.0435
114	734712.4662	2291991.5002
115	734721.5124	2291996.6380
116	734717.6042	2291999.8258
117	734723.2544	2292055.9730
118	734719.2561	2292056.0903
119	734725.2033	2292060.9180

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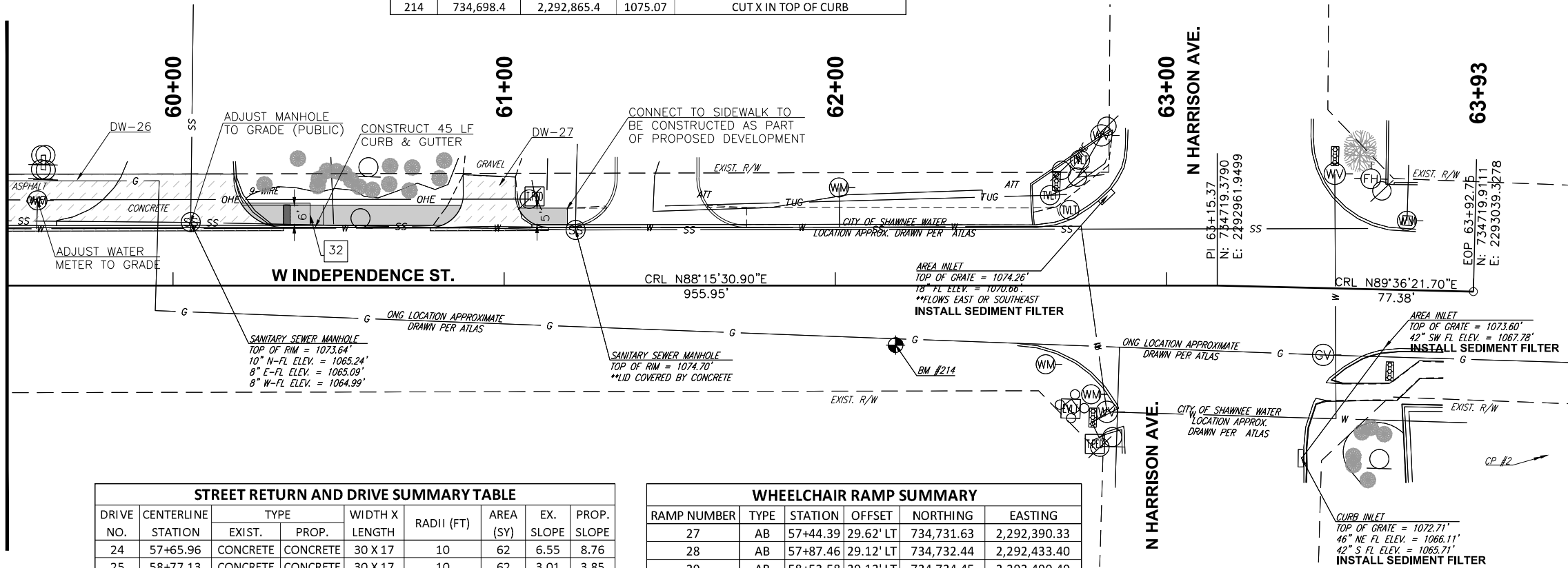
STA. 55+00
SEE SHEET 10



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
212	734,626.0	2,292,173.1	1065.28	CUT X IN SW-COR CONC PAD
213	734,690.3	2,292,588.1	1072.80	CUT X IN TOP OF CURB
214	734,698.4	2,292,865.4	1075.07	CUT X IN TOP OF CURB

CONTROL POINT TABLE					
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION	
2	734,690.3886	2,293,123.2408	1075.22	SET 5/8IN IP W/ CEC CP CAP	

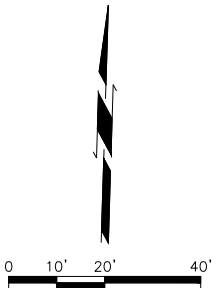
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STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
		EXIST.	PROP.					
24	57+65.96	CONCRETE	CONCRETE	30 X 17	10	62	6.55	8.76
25	58+77.13	CONCRETE	CONCRETE	30 X 17	10	62	3.01	3.85
26	59+74.25	CONCRETE/ ASPHALT	CONCRETE	89 X 18	10	180	8.56	6.68
27	60+95.53	CONCRETE	CONCRETE	16 X 17	10	36	10.56	11.59*
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED								

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
27	AB	57+44.39	29.62' LT	734,731.63	2,292,390.33
28	AB	57+87.46	29.12' LT	734,732.44	2,292,433.40
29	AB	58+53.58	29.12' LT	734,734.45	2,292,499.49
30	AB	59+00.67	29.12' LT	734,735.88	2,292,546.56
31	B	59+13.34	20.07' LT	734,727.22	2,292,559.50
32	B	60+41.41	21.27' LT	734,732.31	2,292,687.47

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND

- PROPOSED SIDEWALK
- PROPOSED STAMPED SIDEWALK
- SIDEWALK TO BE REMOVED
- PROPOSED DRIVEWAY
- PROPOSED STREET RETURN
- PARKING LOT REPLACEMENT
- TACTILE WARNING DEVICE
- WHEELCHAIR RAMP NUMBER

COORDINATE TABLE

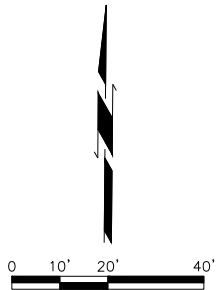
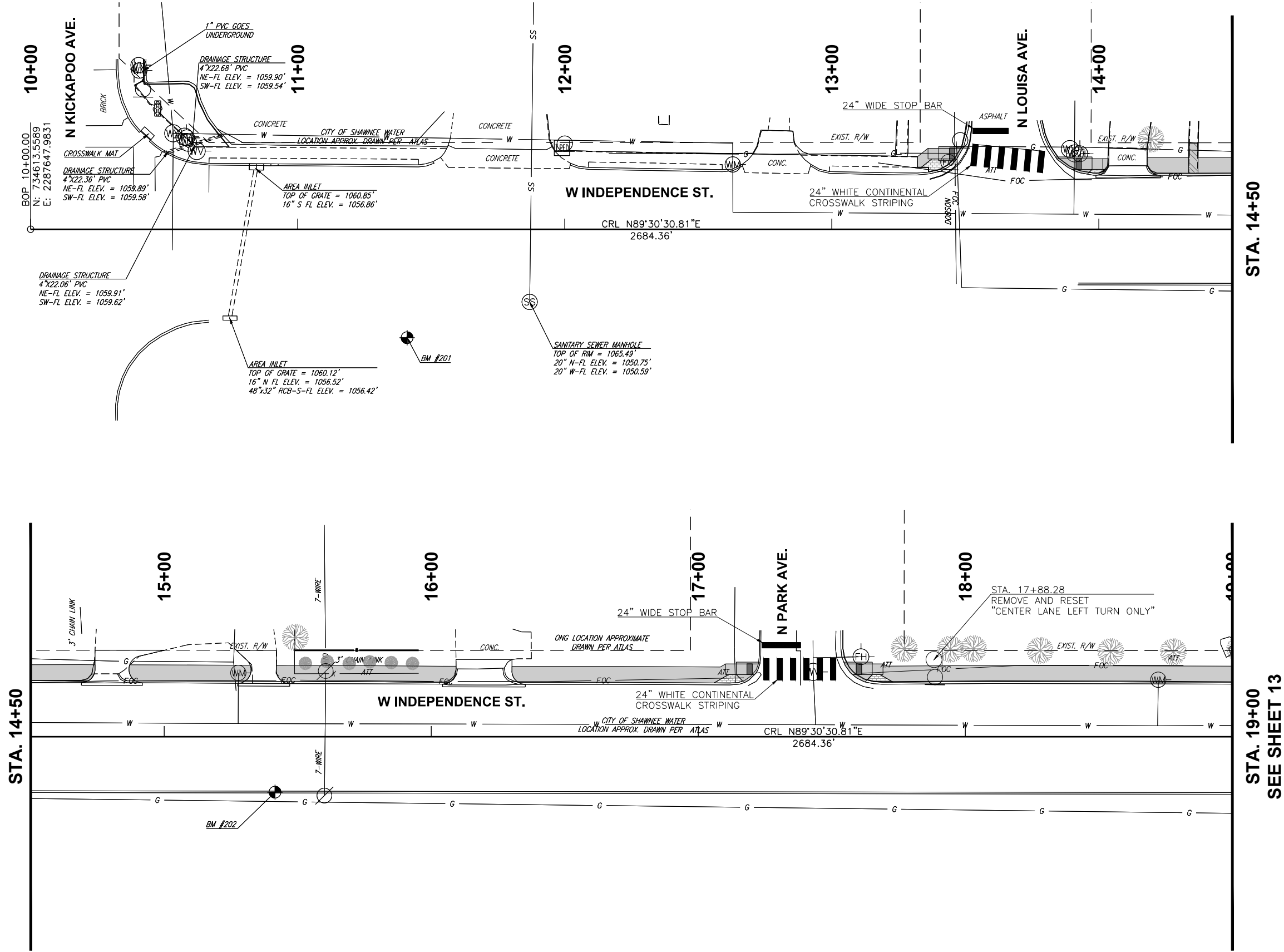
POINT NO.	NORTHING	EASTING
120	734722.4562	2292161.3402
121	734722.4777	2292166.3418
122	734727.1131	2292315.8127
123	734727.3070	2292320.8090
124	734734.1698	2292374.8513
125	734733.5119	2292386.2728
126	734733.6171	2292554.2673
127	734738.7660	2292559.0882
128	734725.0580	2292554.5702
129	734729.2232	2292559.4259



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REVISION HISTORY		SIGNED AND SEALED PLANS		SUBMITTAL:	
NO.	DESCRIPTION	DATE	DATE	DATE	DATE
1					
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SUBMITTAL:		SIGNED AND SEALED PLANS		REVISION HISTORY	
DATE:	10/19/2021	NO.	DESCRIPTION	DATE	
PROJECT NO.:					
DESIGNED BY:	SNH				
DRAWN BY:	JLC				
APPROVED BY:	SNH				
SCALE:	AS SHOWN				

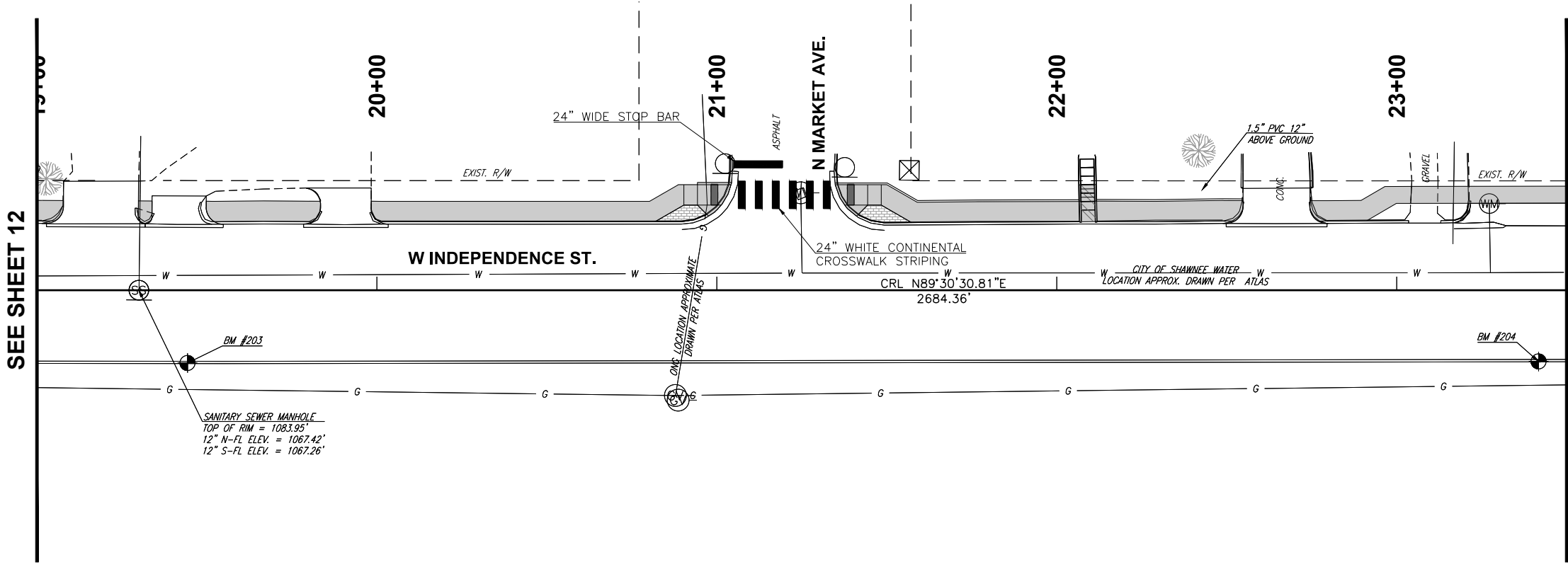
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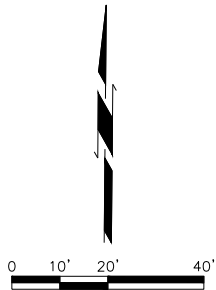
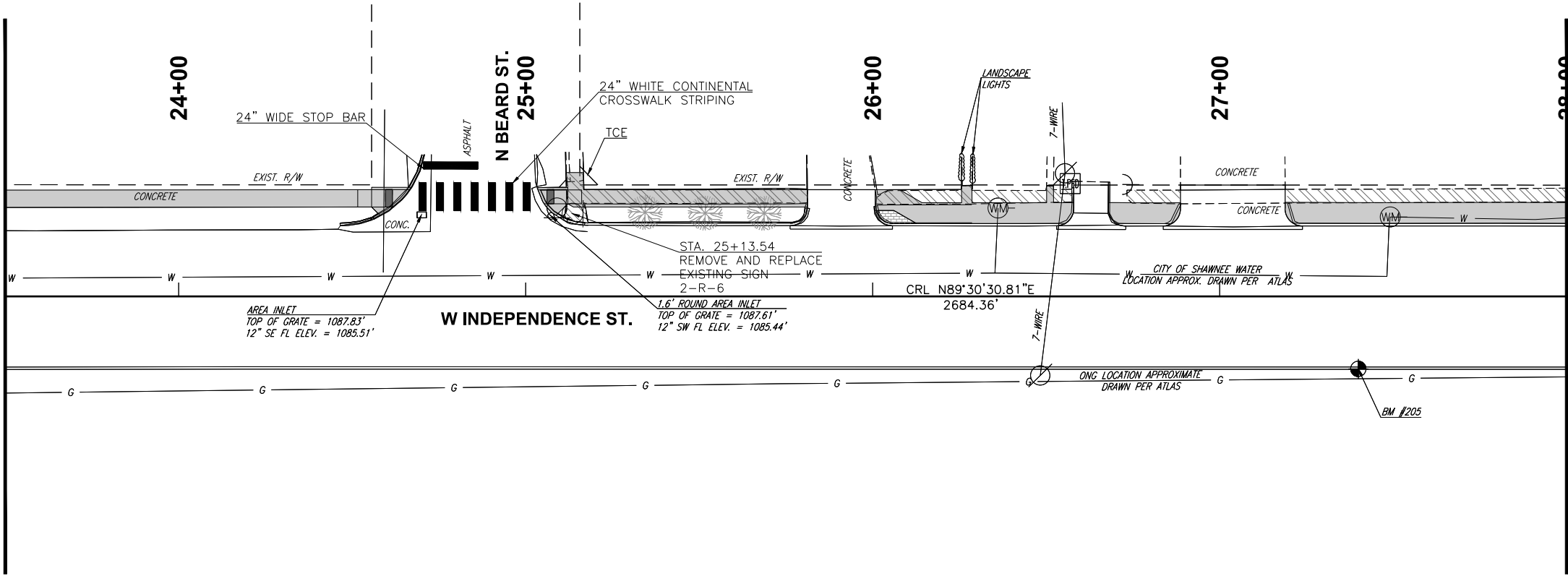
STA. 19+00
SEE SHEET 12

STA. 23+50



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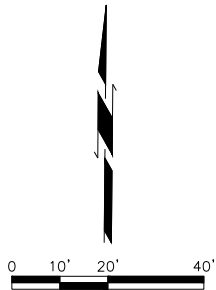
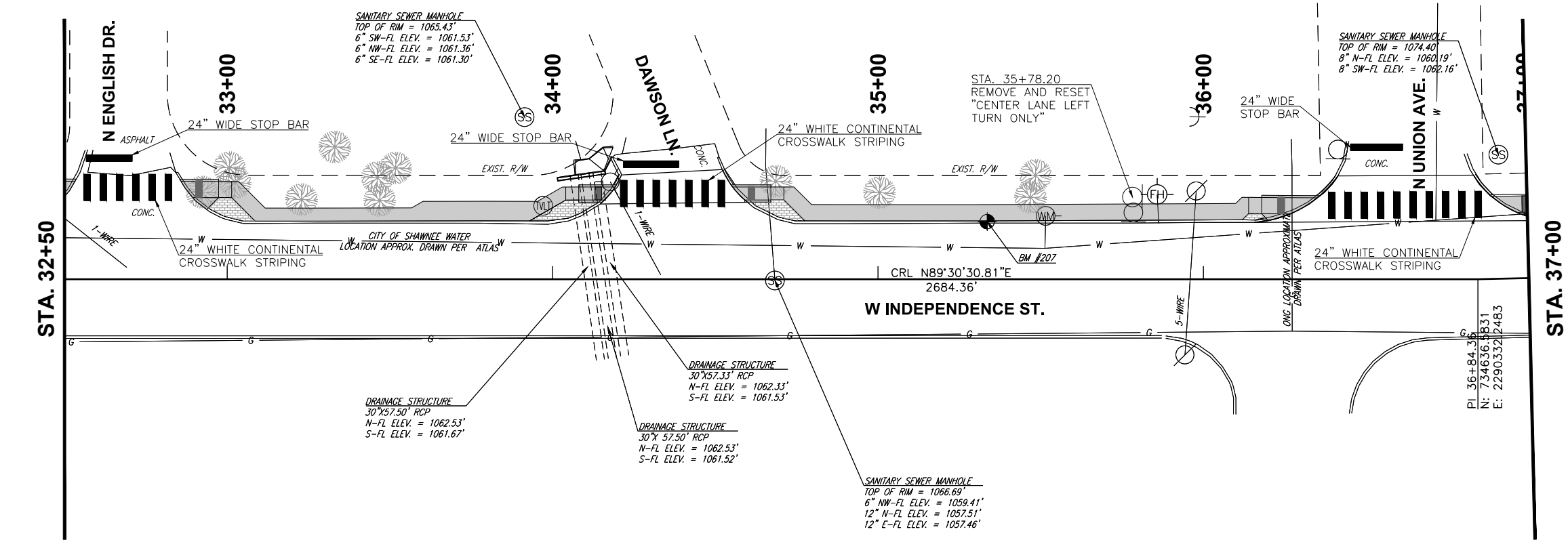
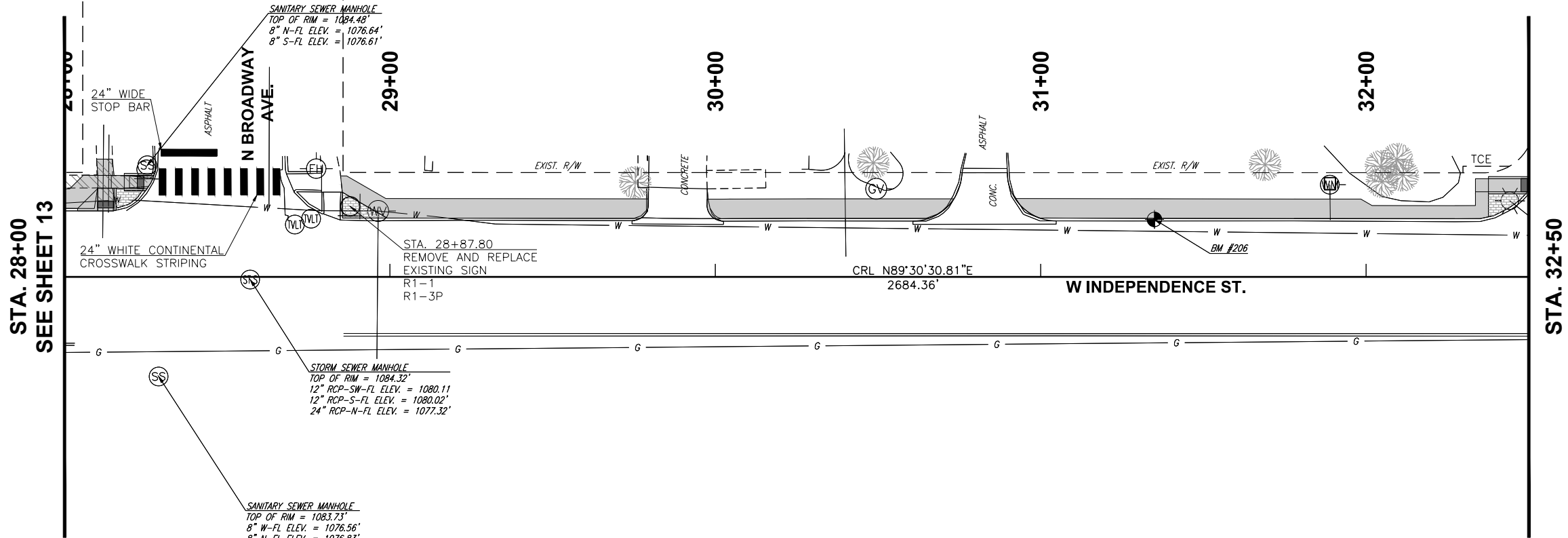
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		NO.	DESCRIPTION	DATE
DATE:	10/19/2021			
PROJECT NO.:				
DESIGNED BY: ISNH				
DRAWN BY: JLC				
APPROVED BY: ISNH				
SCALE:	AS SHOWN			

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIGNING &
STRIPING PLAN
(2 OF 6)

SHEET
13

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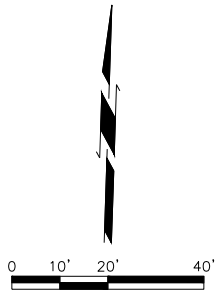
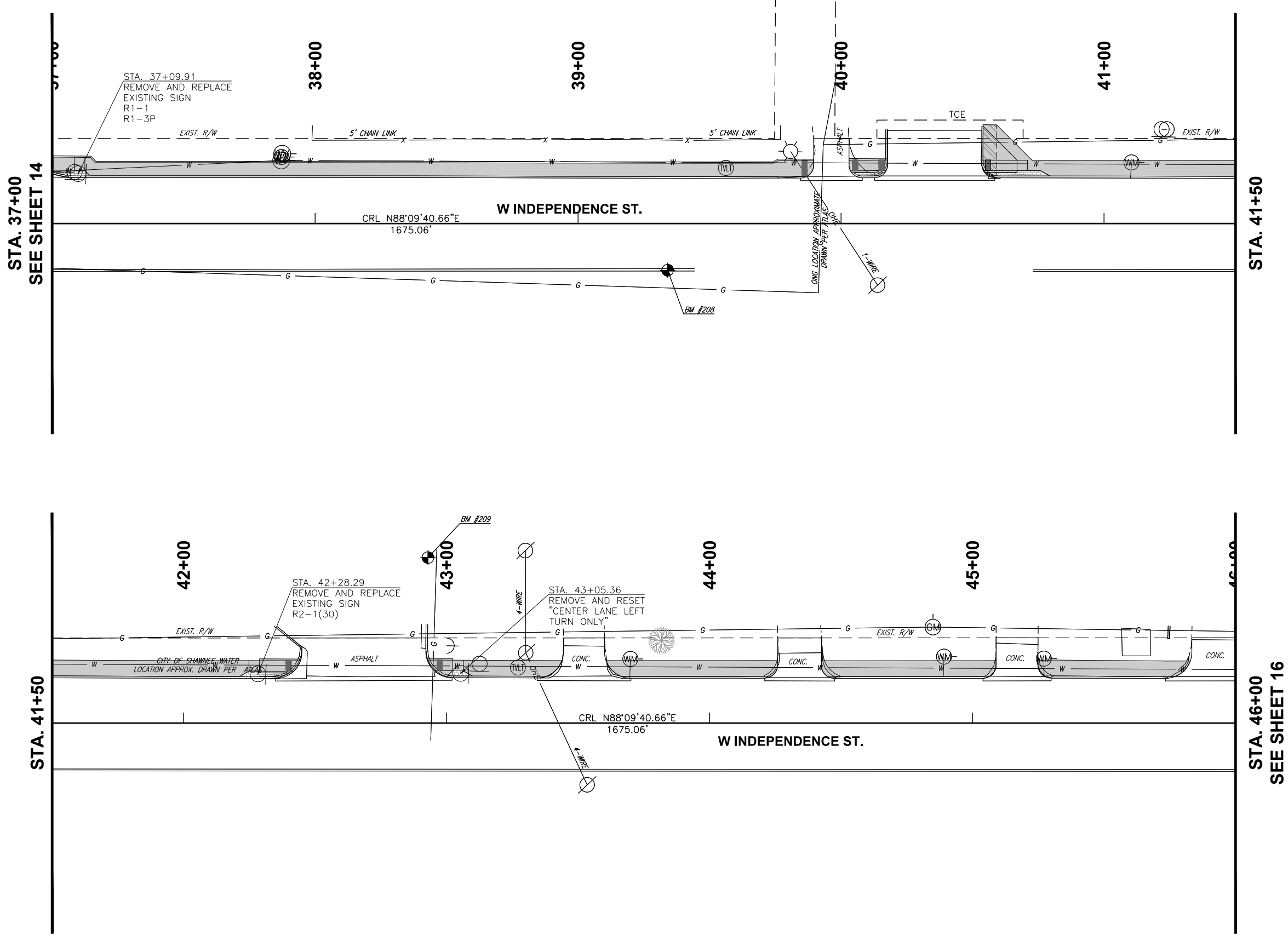
INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME
SIGNING &
STRIPING PLAN
(3 OF 6)

SHEET
14

SUBMITTAL:		SIGNED AND SEALED PLANS		REVISION HISTORY	
DATE:	PROJECT NO.:	DATE:	DESCRIPTION	NO.	DATE
10/19/2021	SNH				
	JLC				
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SHAWNEE, OKLAHOMA

SHEET NAME

SIGNING & STRIPING PLAN

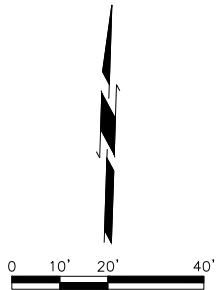
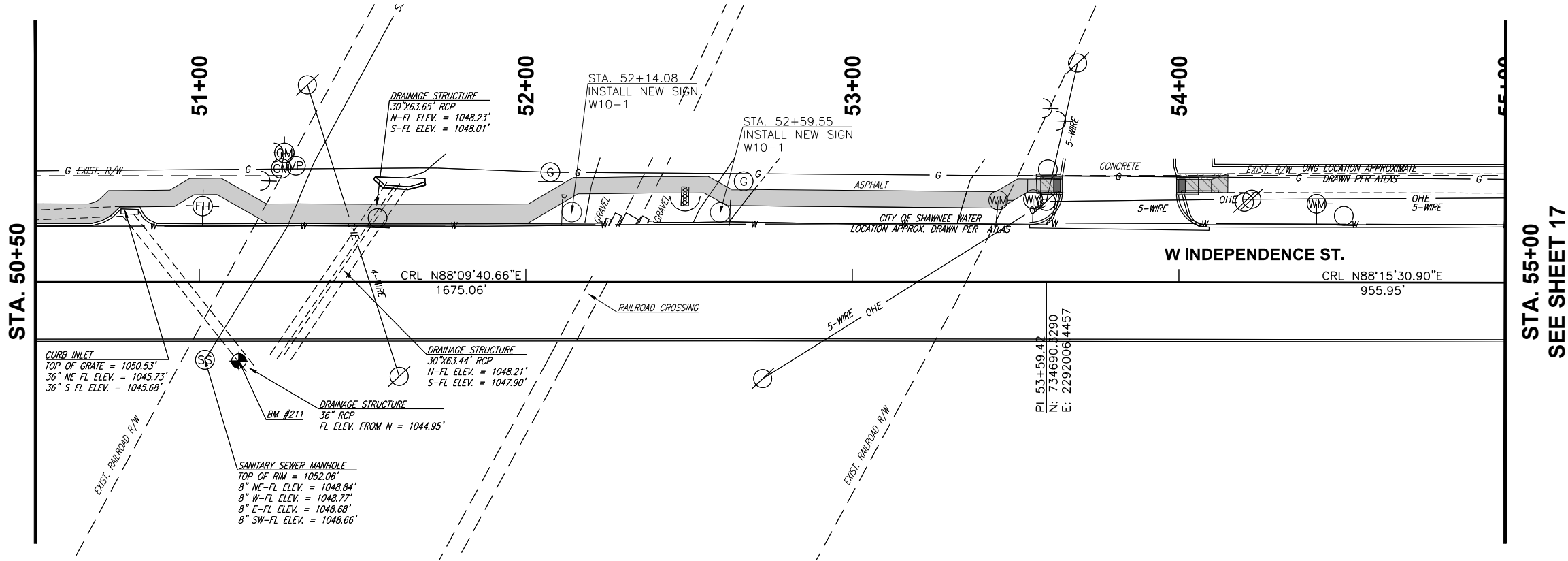
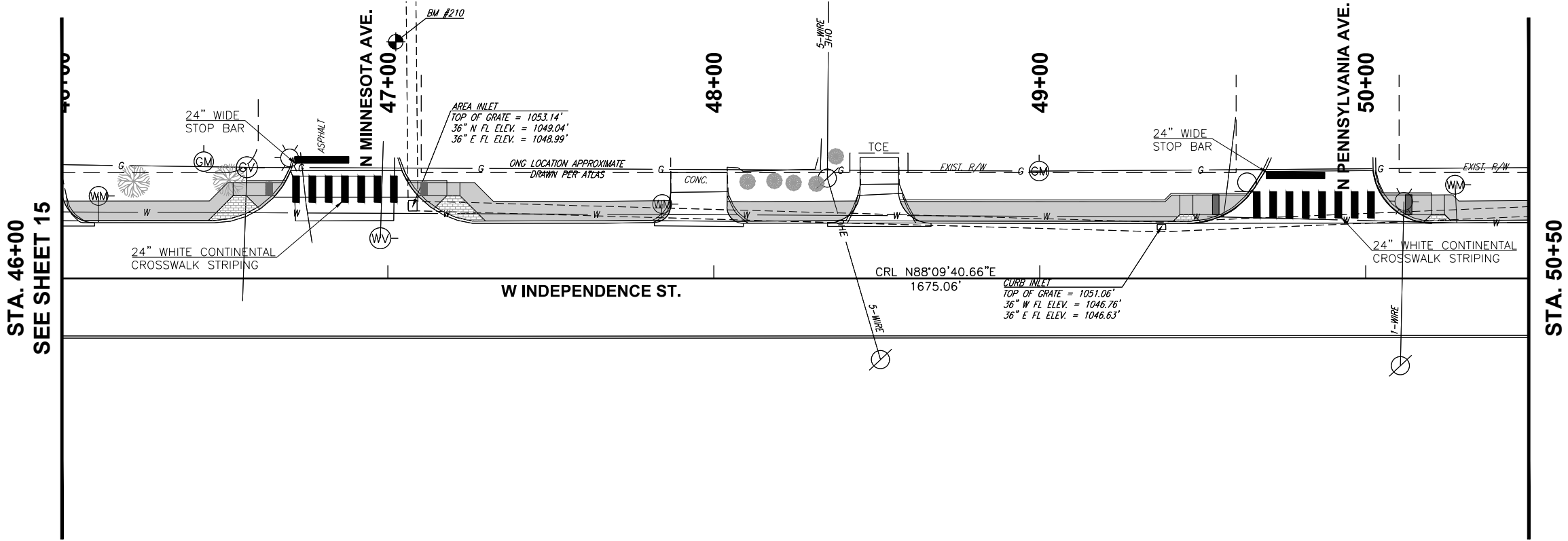
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SHEET

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DATE:	PROJECT NO.:	DATE:	NO.	DESCRIPTION	DATE
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	JLC				
	ISNH				
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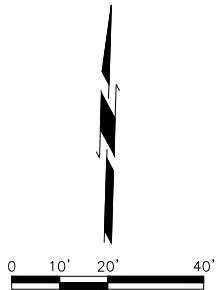
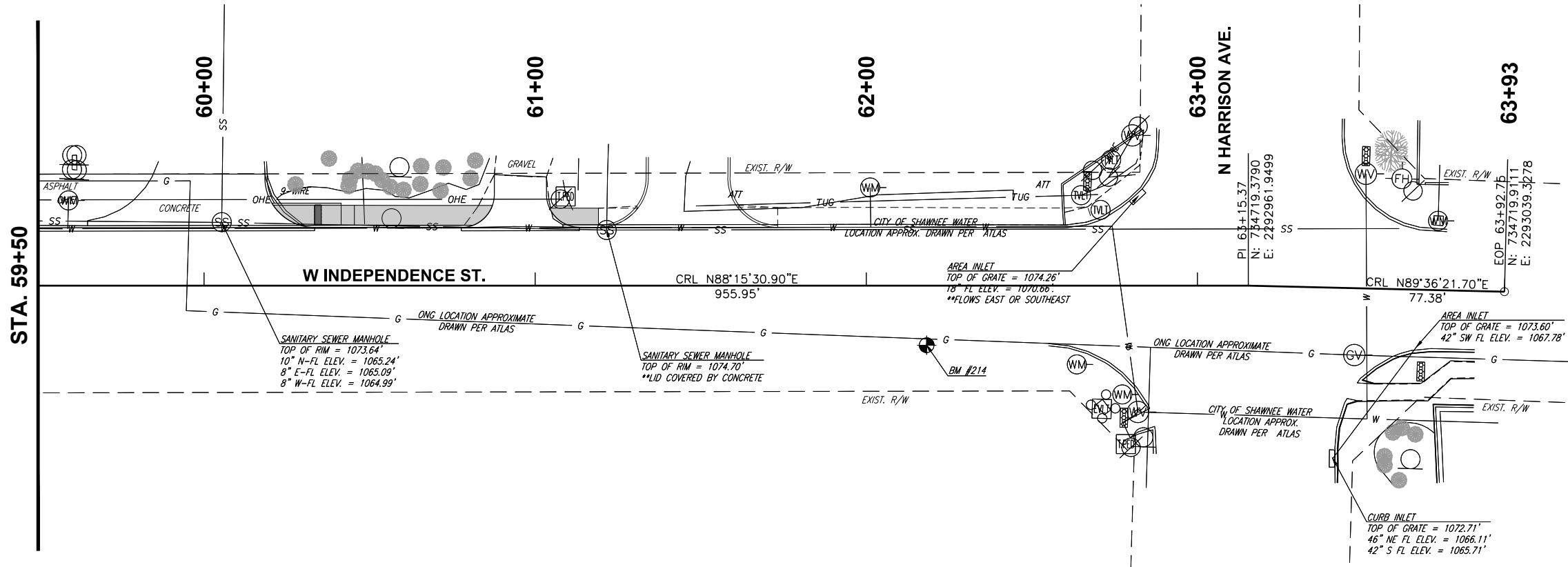
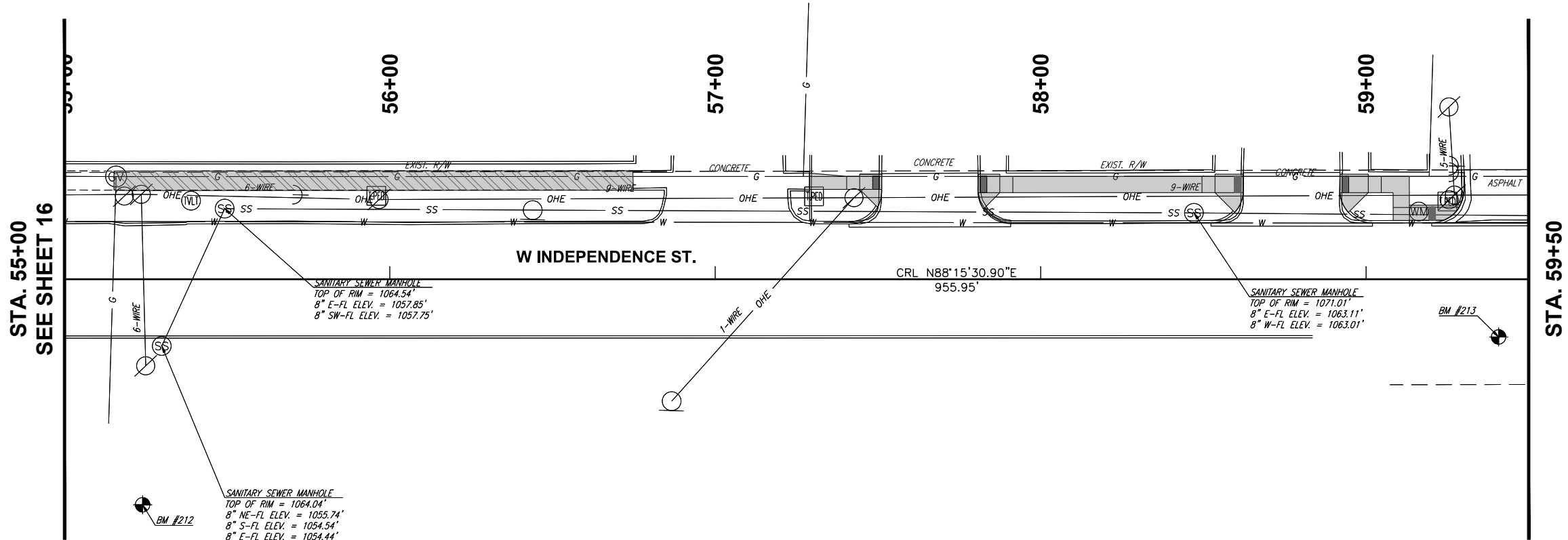
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIGNING &
STRIPING PLAN
(5 OF 6)

SHEET
16

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	JLC				
	ISNH				
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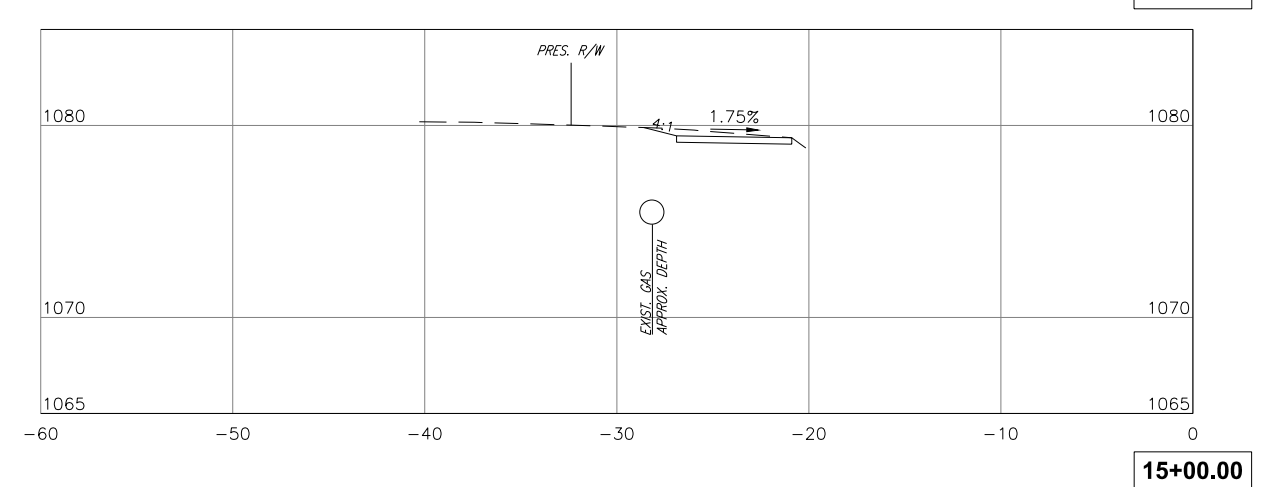
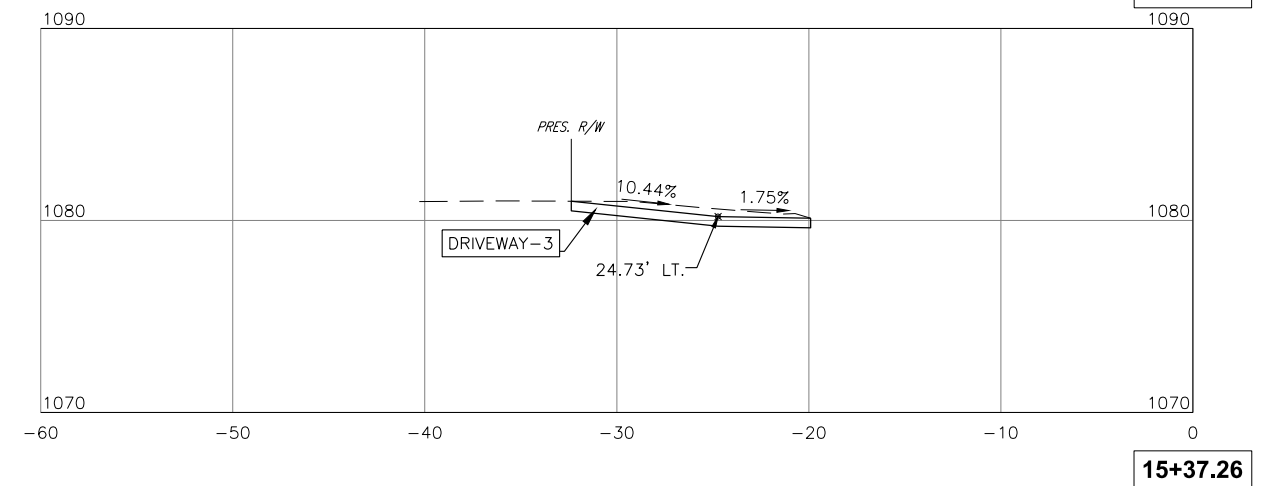
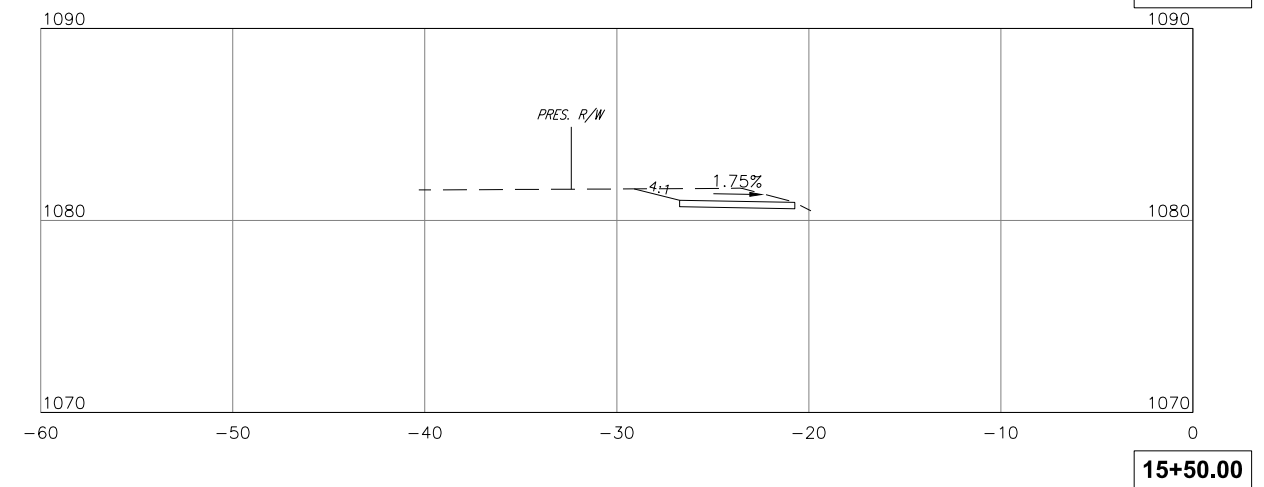
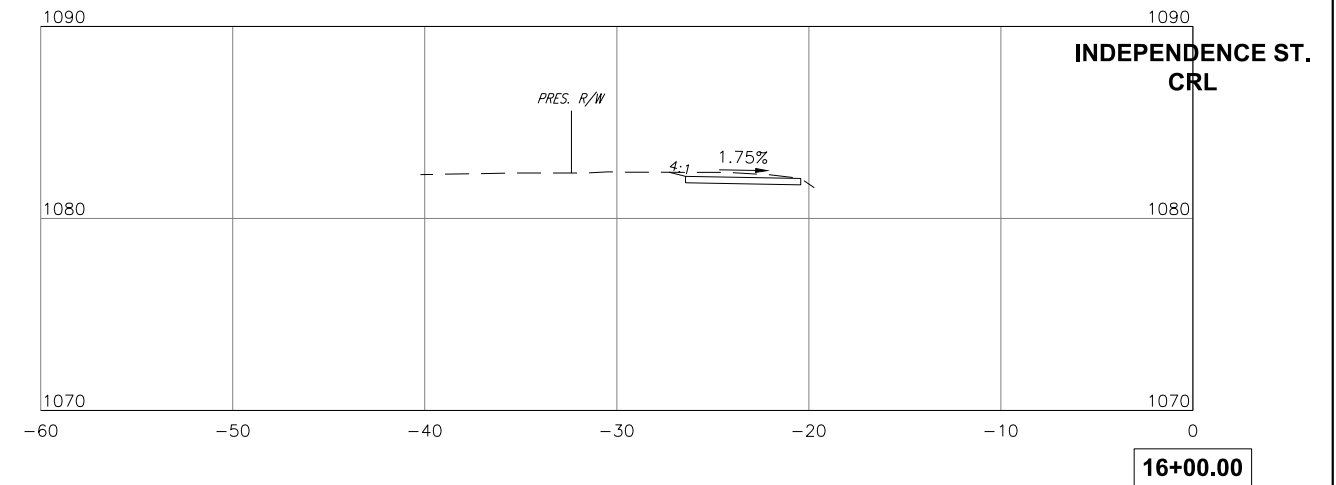
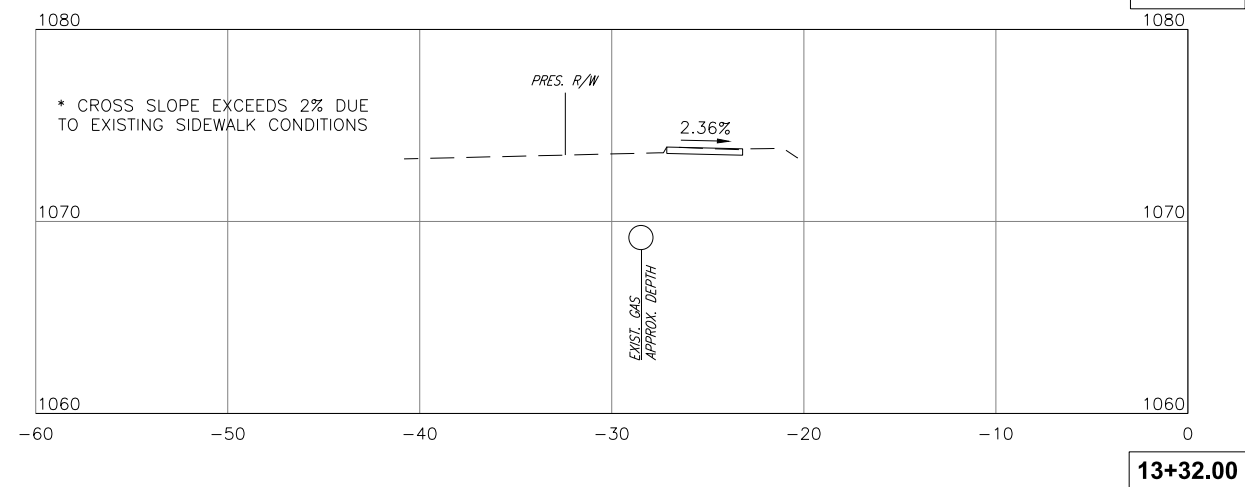
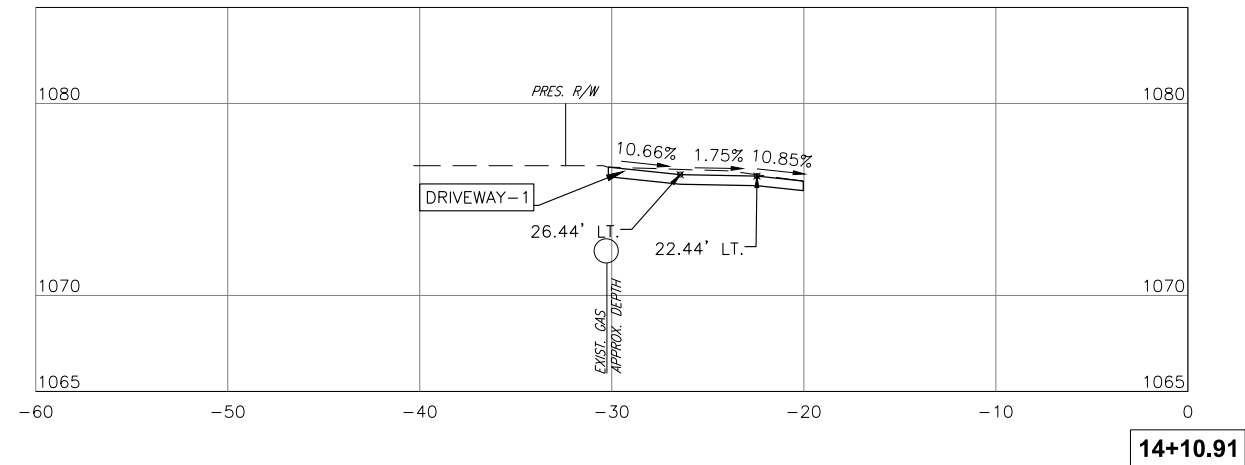
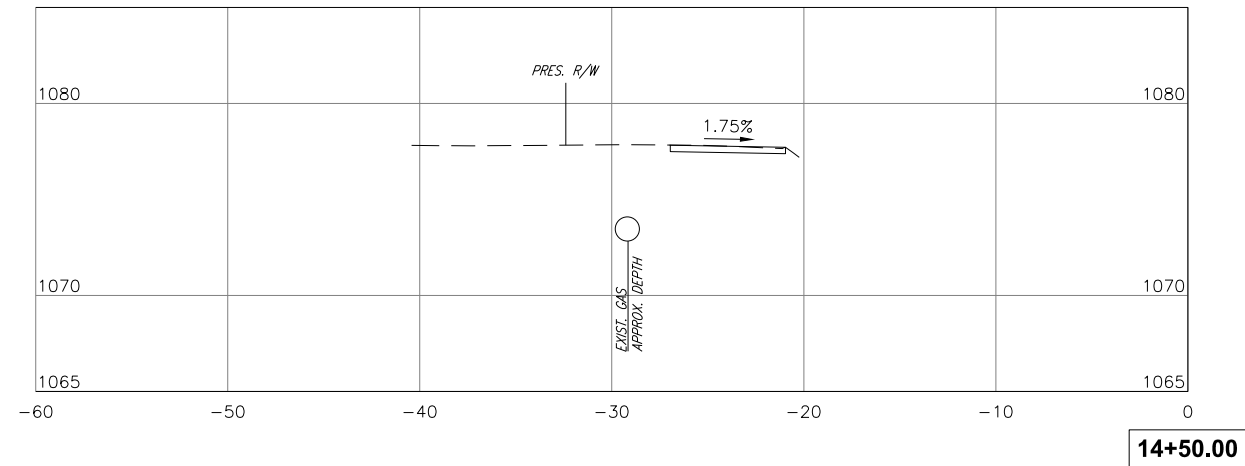
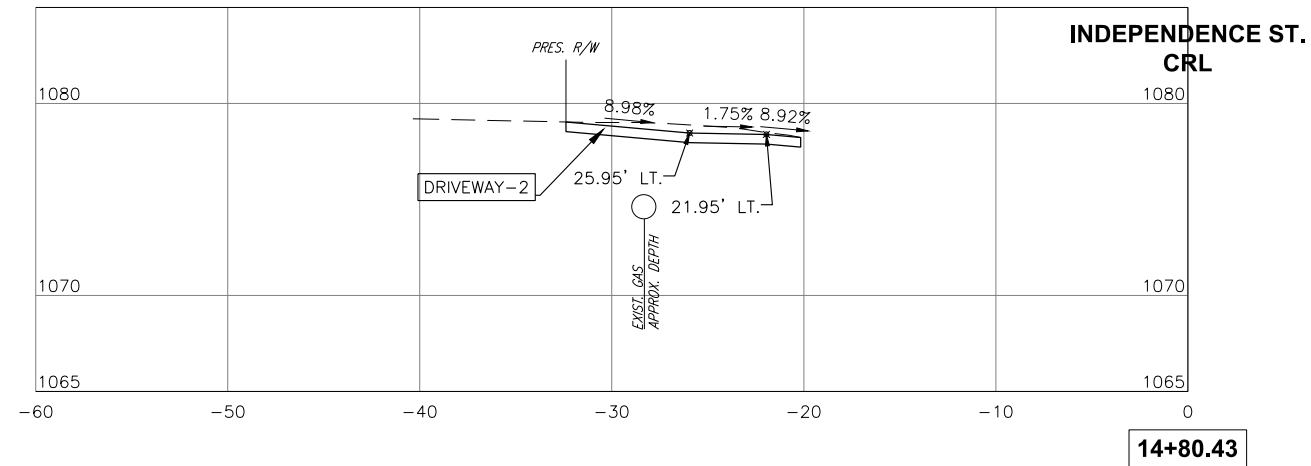
INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

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(6 OF 6)

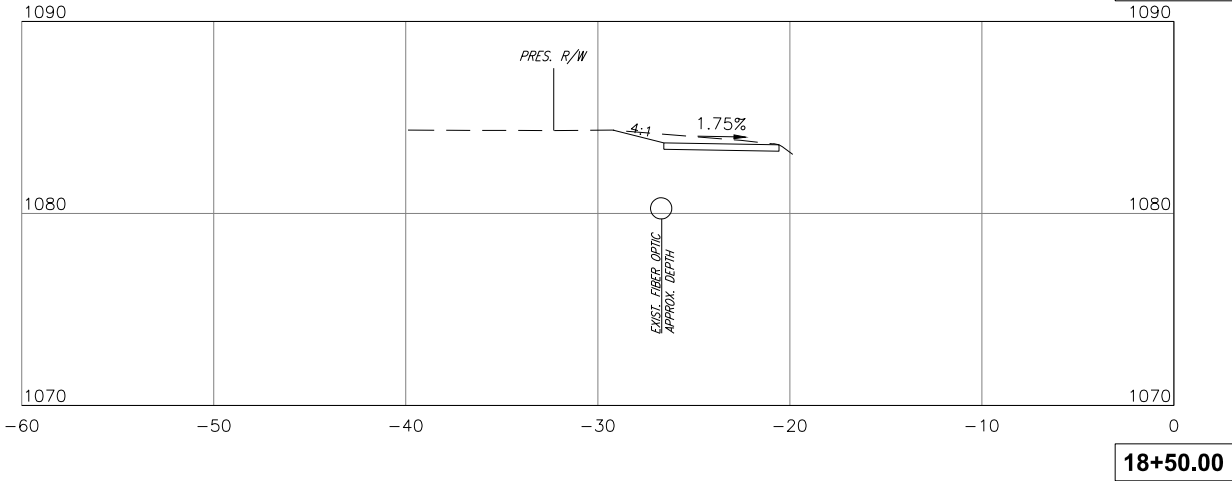
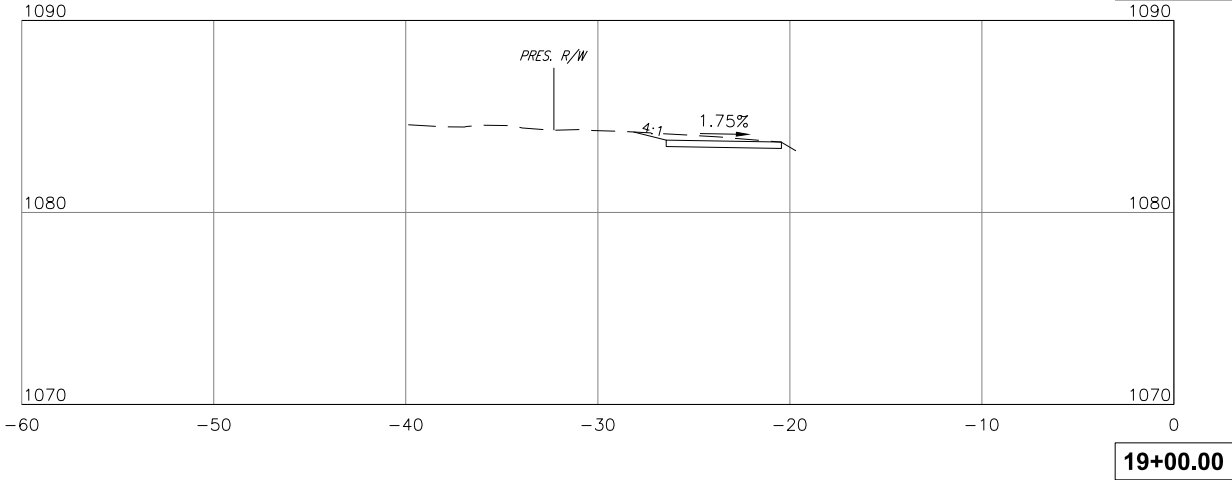
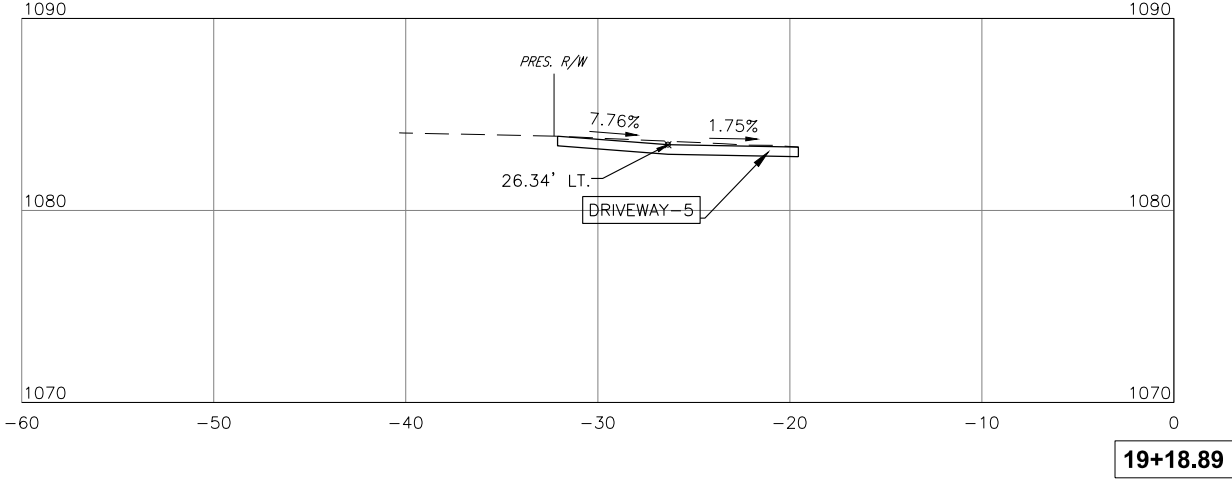
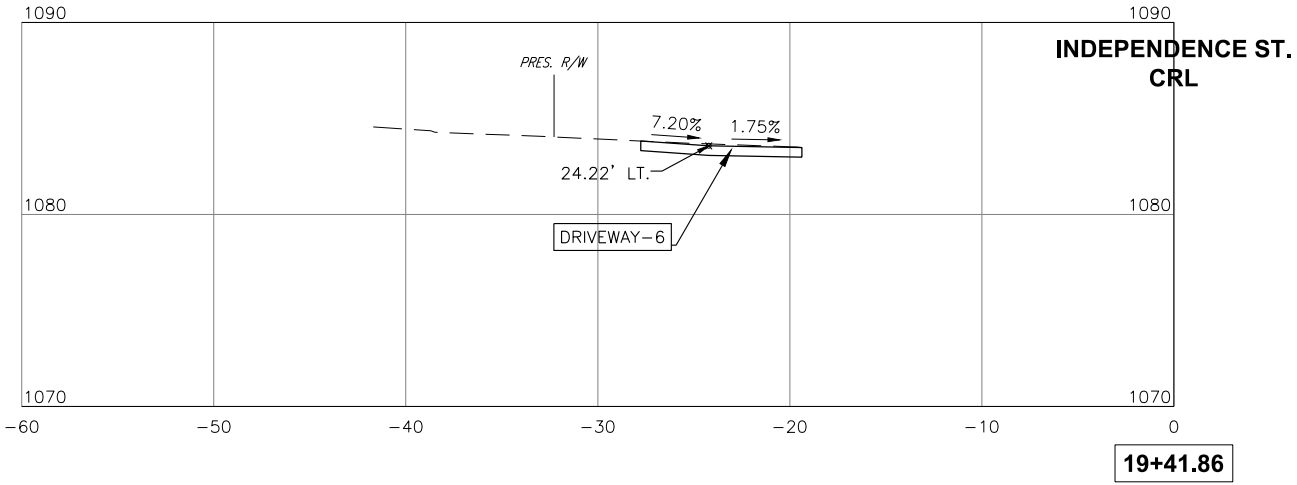
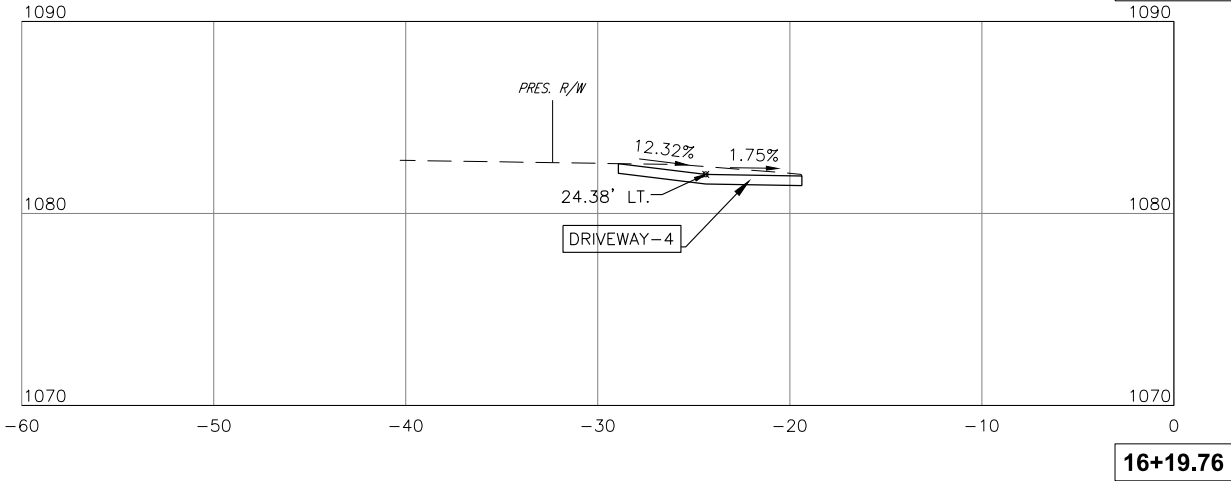
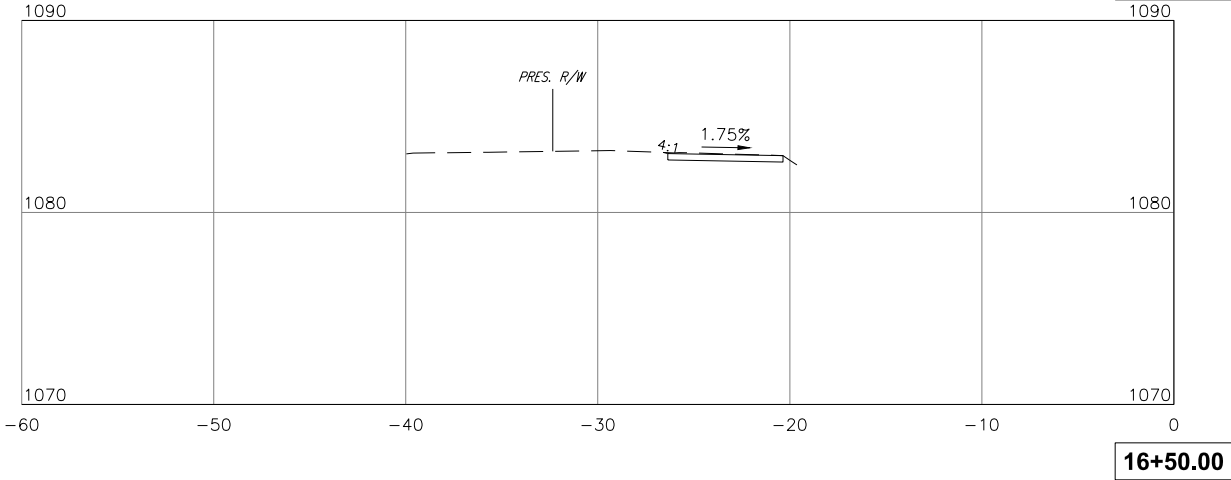
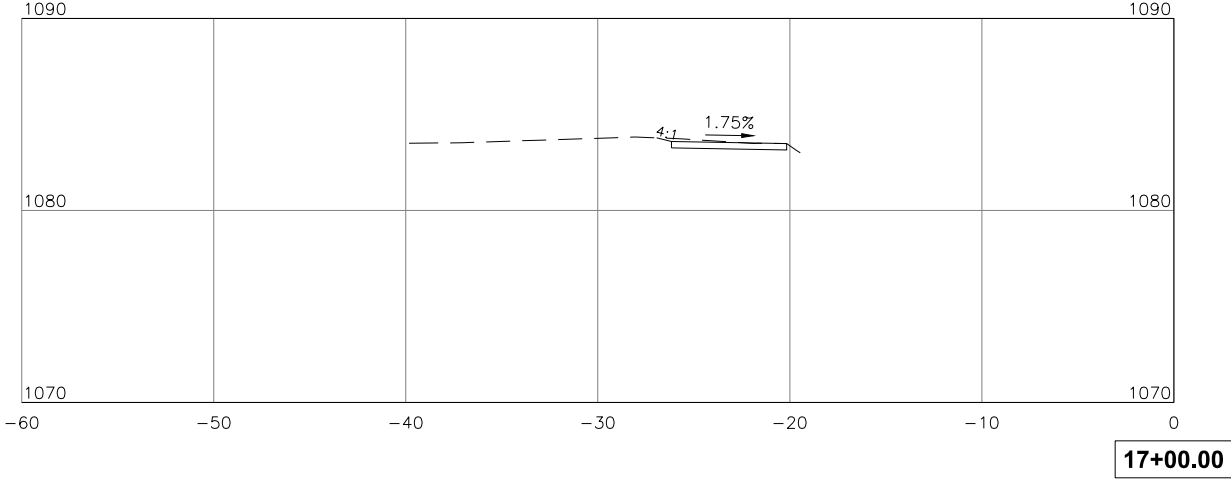
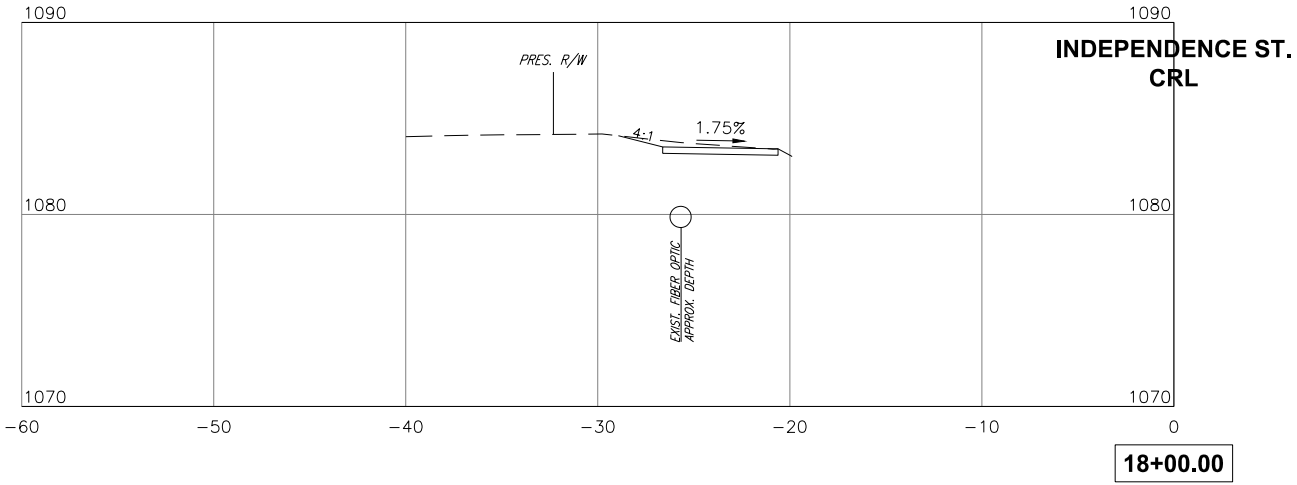
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17

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	DESIGNED BY: ISNH				
	DRAWN BY: JLC				
	APPROVED BY: ISNH				
	SCALE: AS SHOWN				



SIGNED AND SEALED PLANS		REVISION HISTORY	
SUBMITTAL:		NO.	DESCRIPTION
DATE:	10/19/2021		DATE
PROJECT NO:			
DESIGNED BY:	SNH		
DRAWN BY:	JLC		
APPROVED BY:	SNH		
SCALE:	AS SHOWN		

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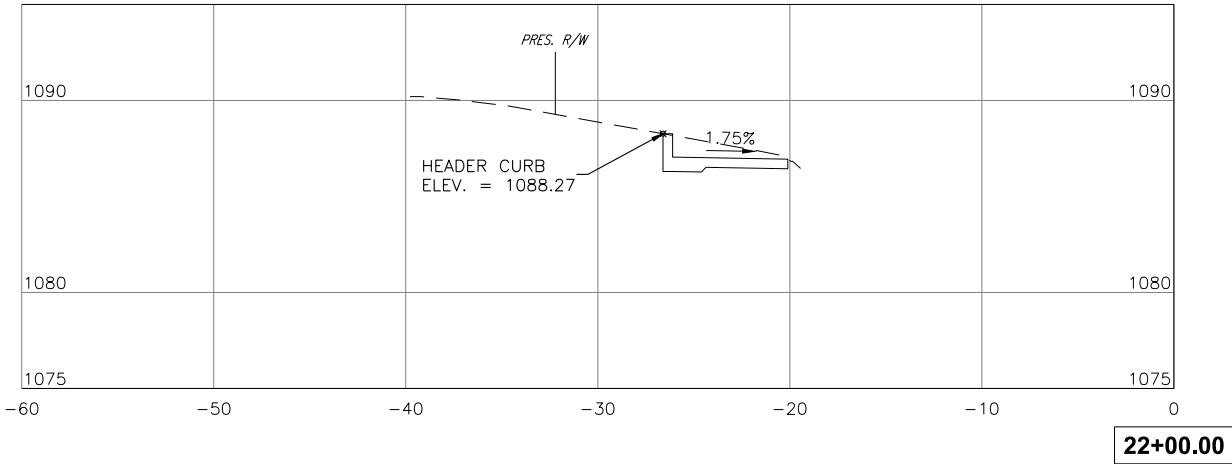
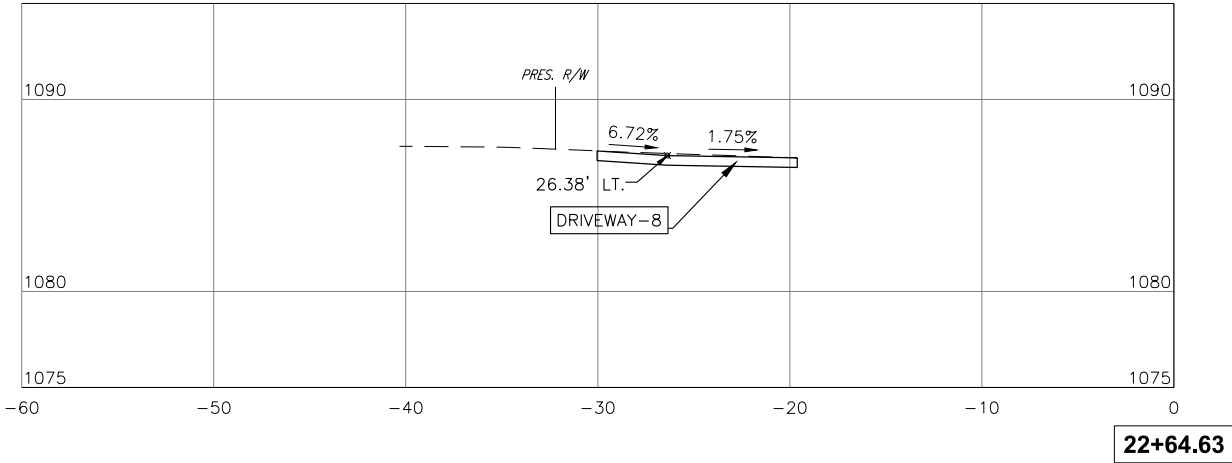
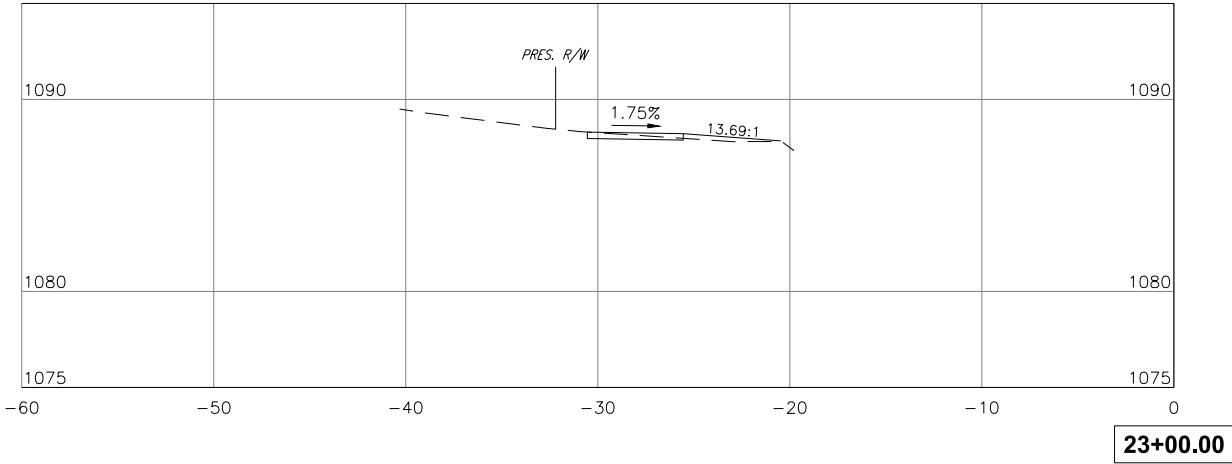
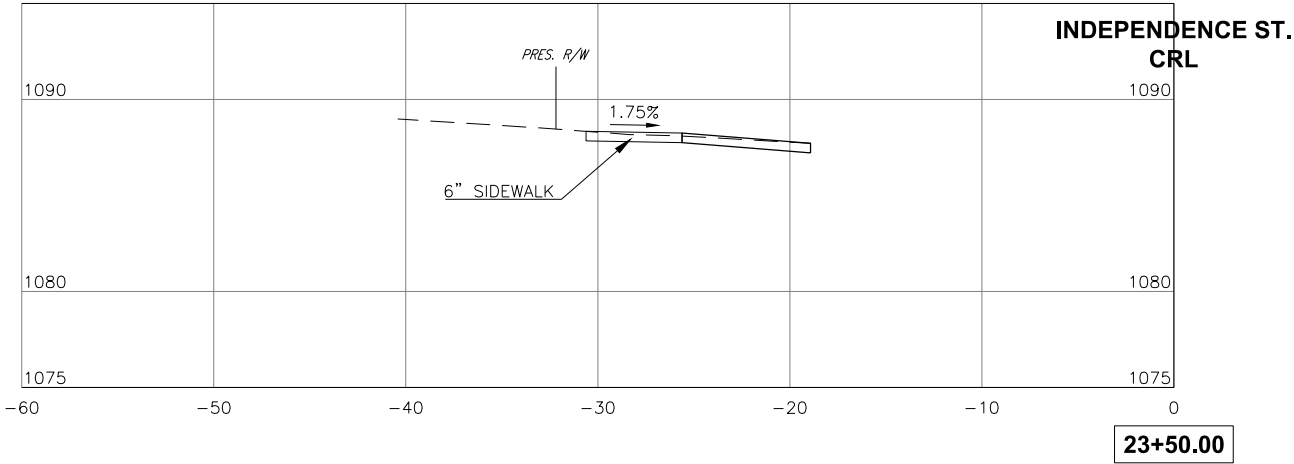
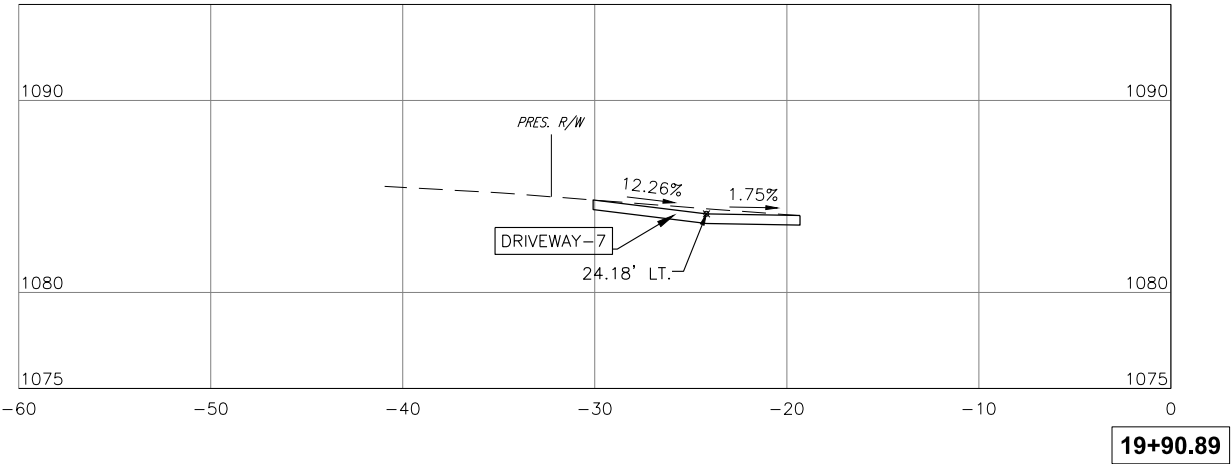
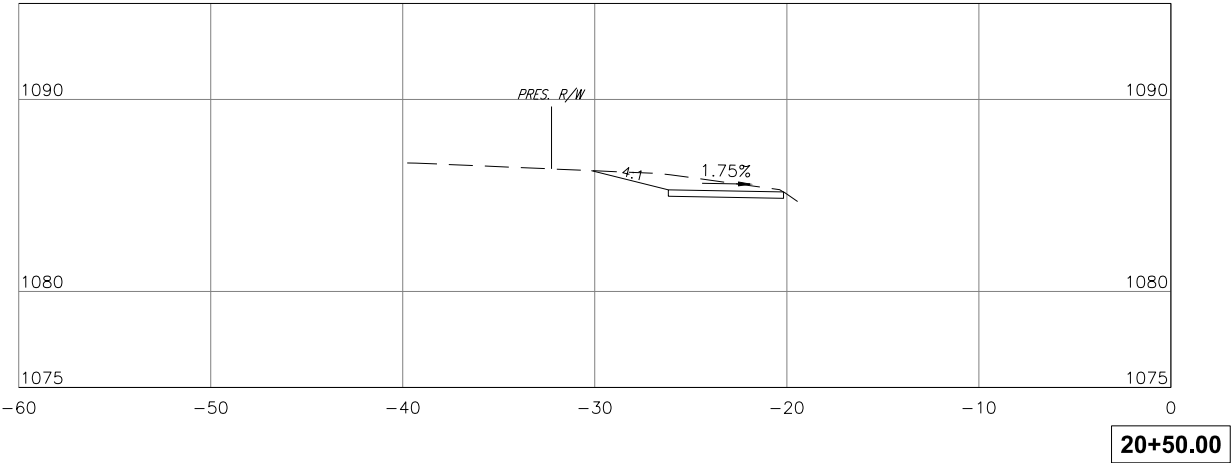
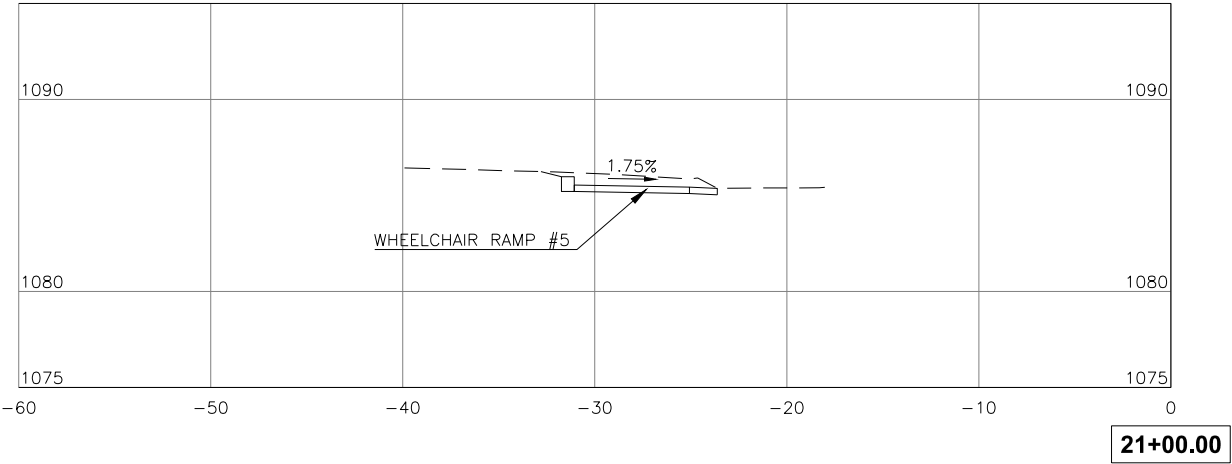
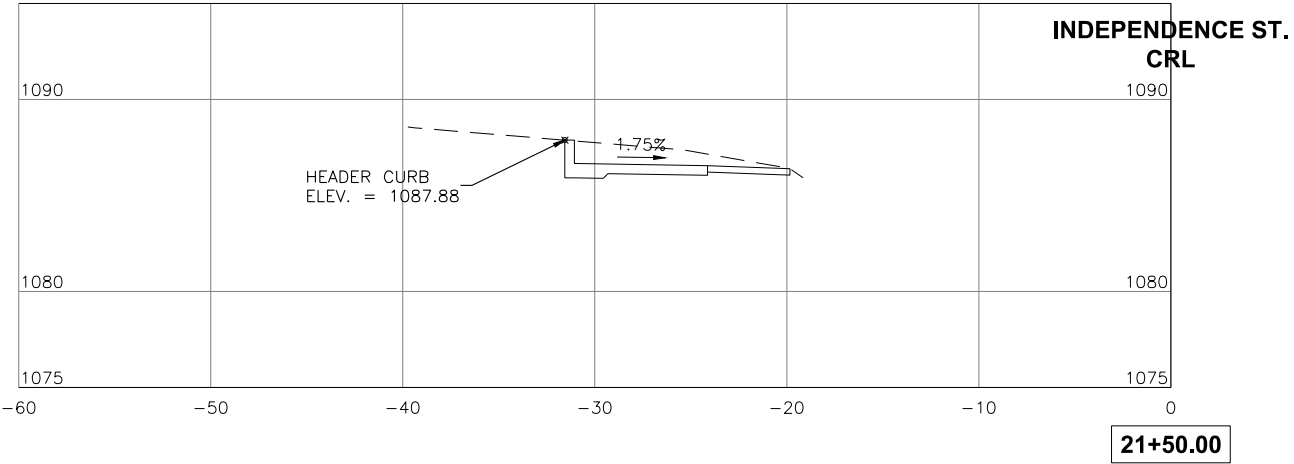
XS 2

SHEET

XS2

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	DRAWN BY: JLC				
	APPROVED BY: ISNH				
	SCALE: AS SHOWN				

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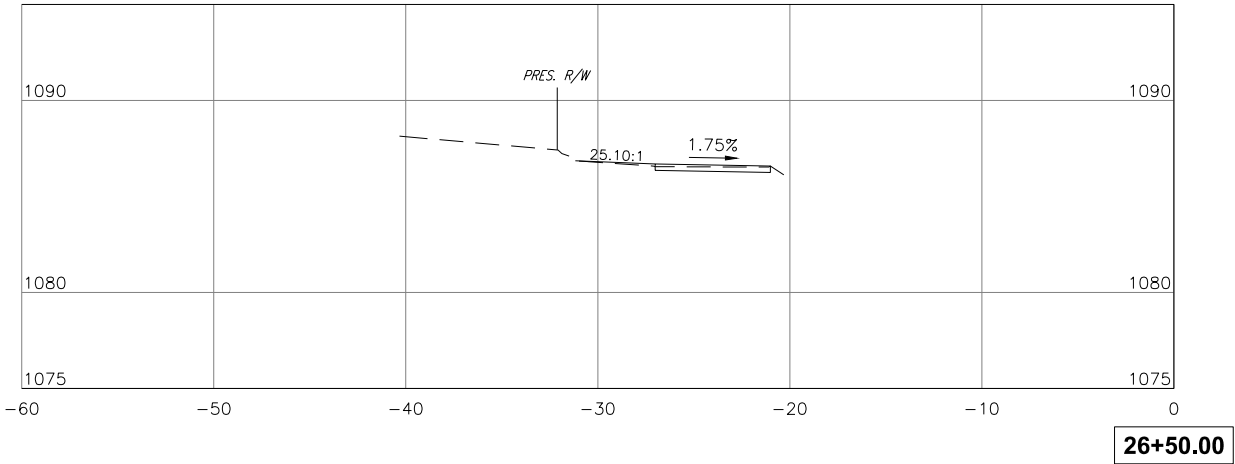
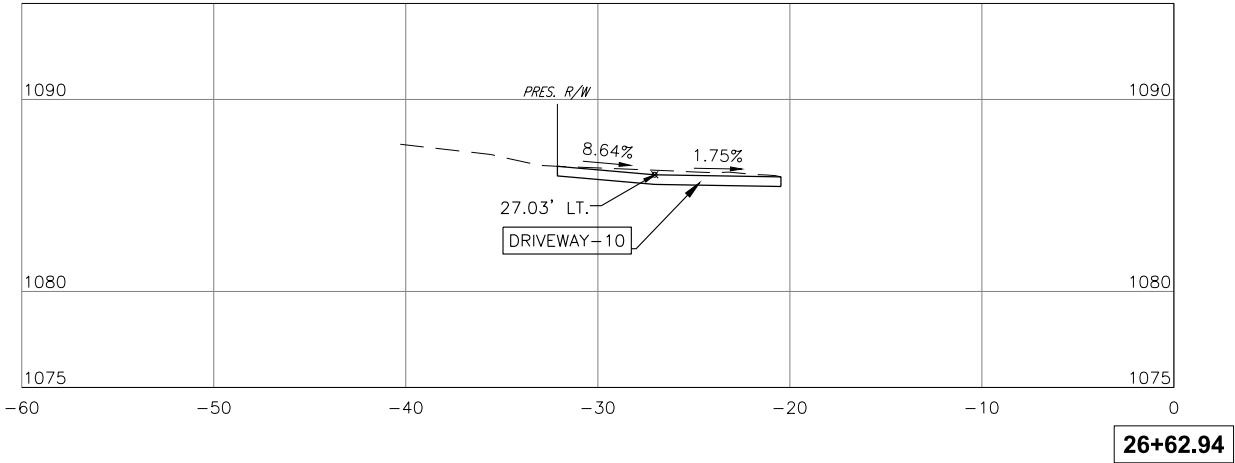
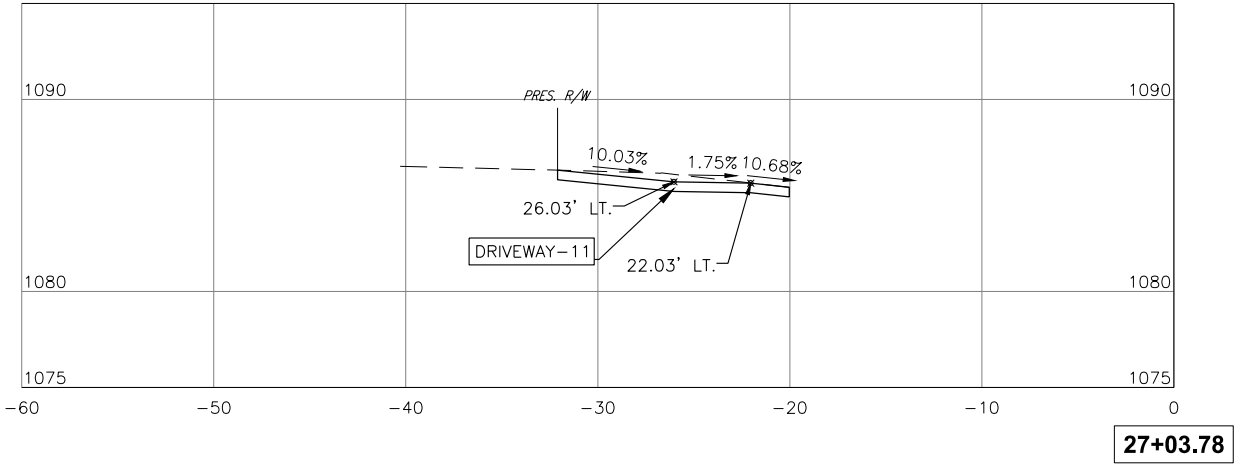
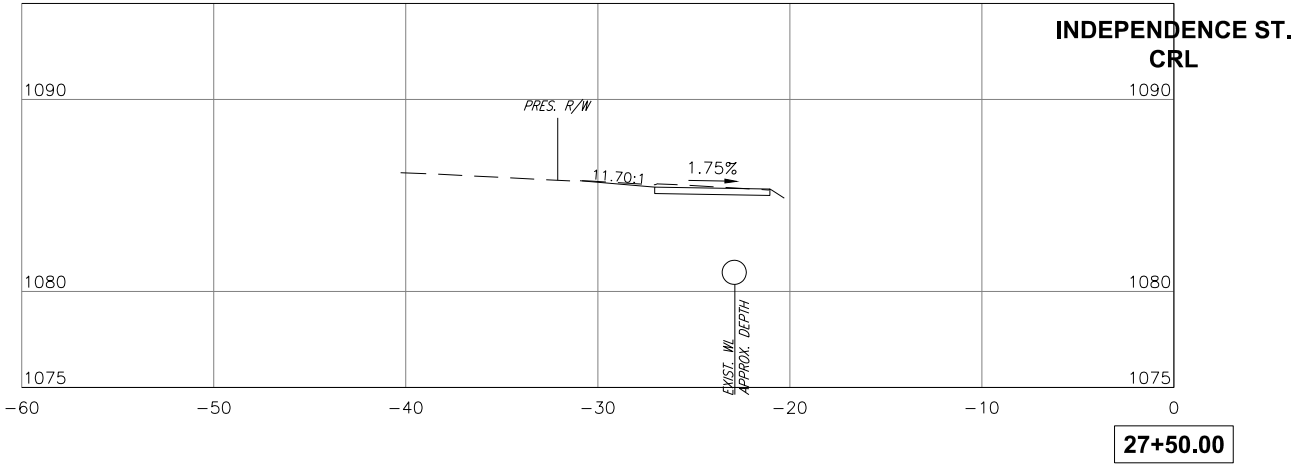
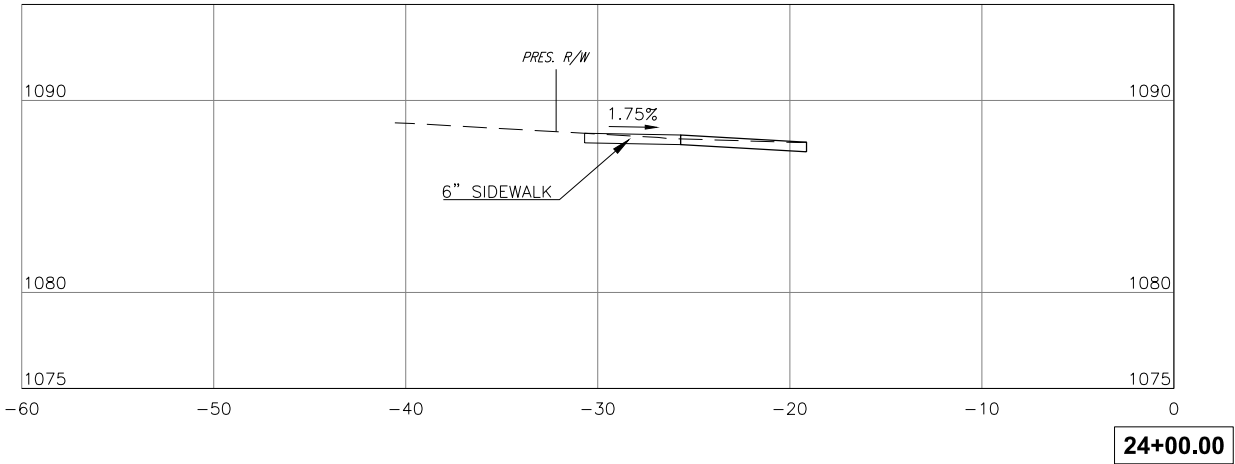
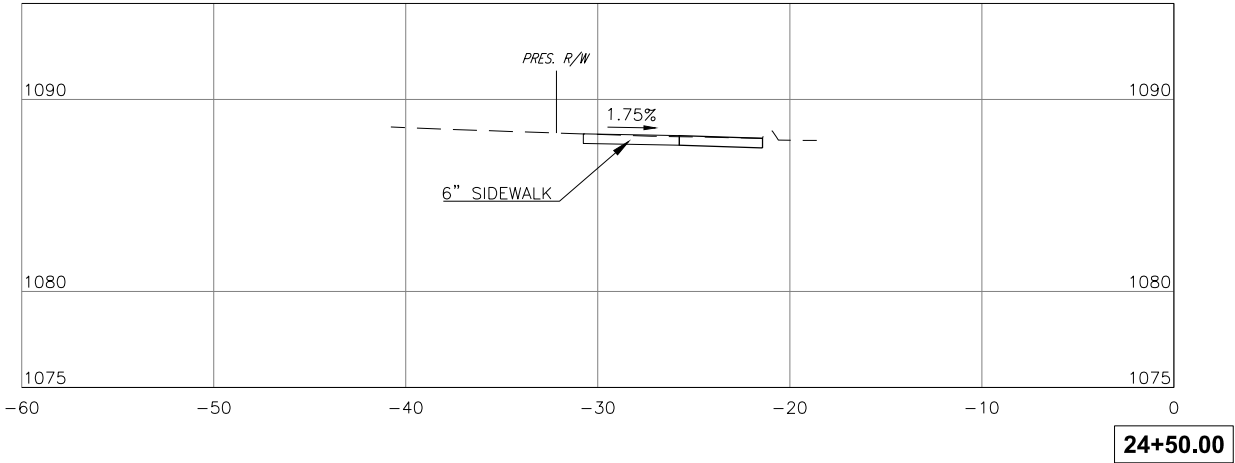
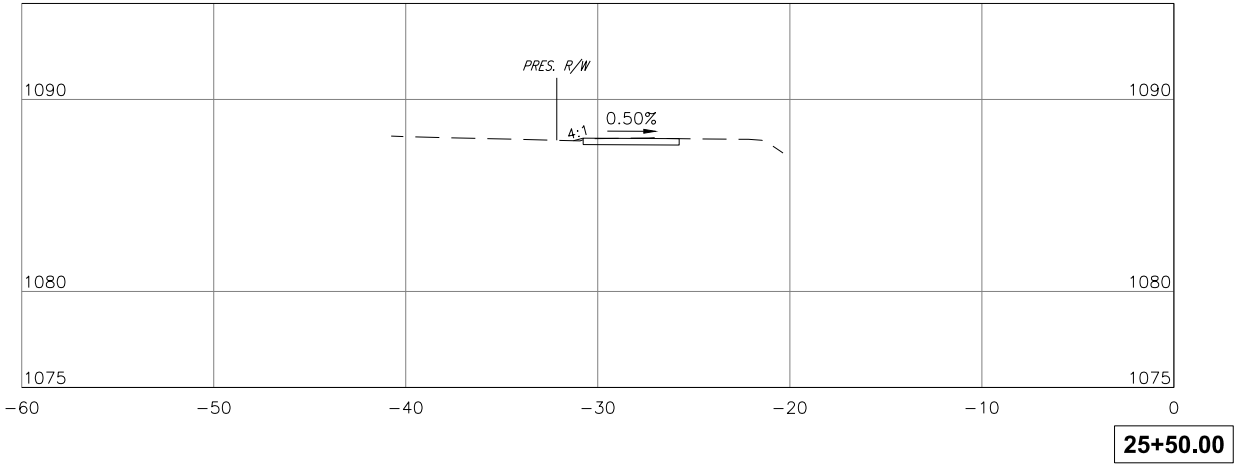
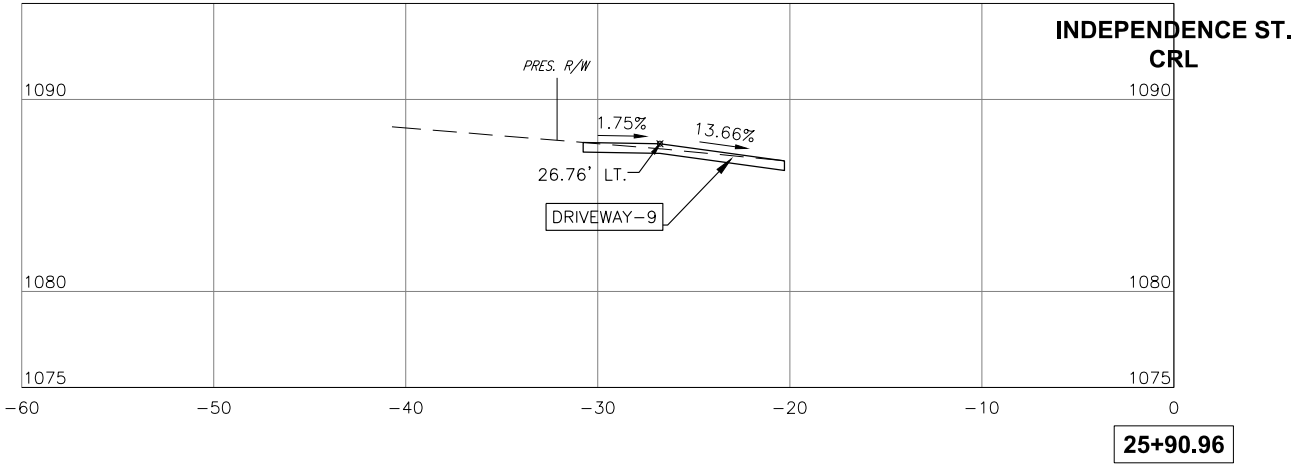
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
XS 3

SHEET
XS3

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	DRAWN BY: JLC				
	APPROVED BY: ISNH				
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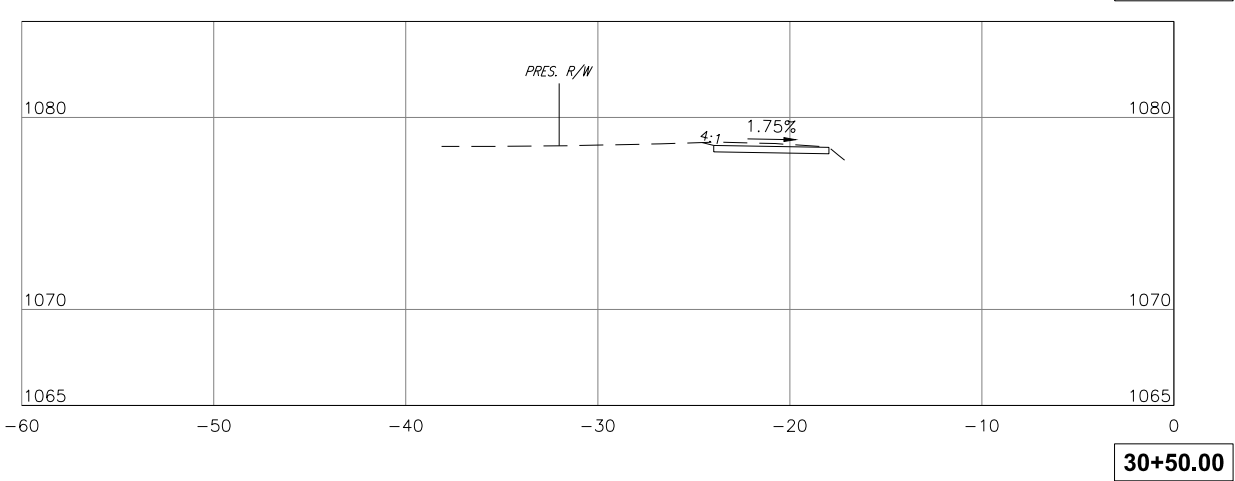
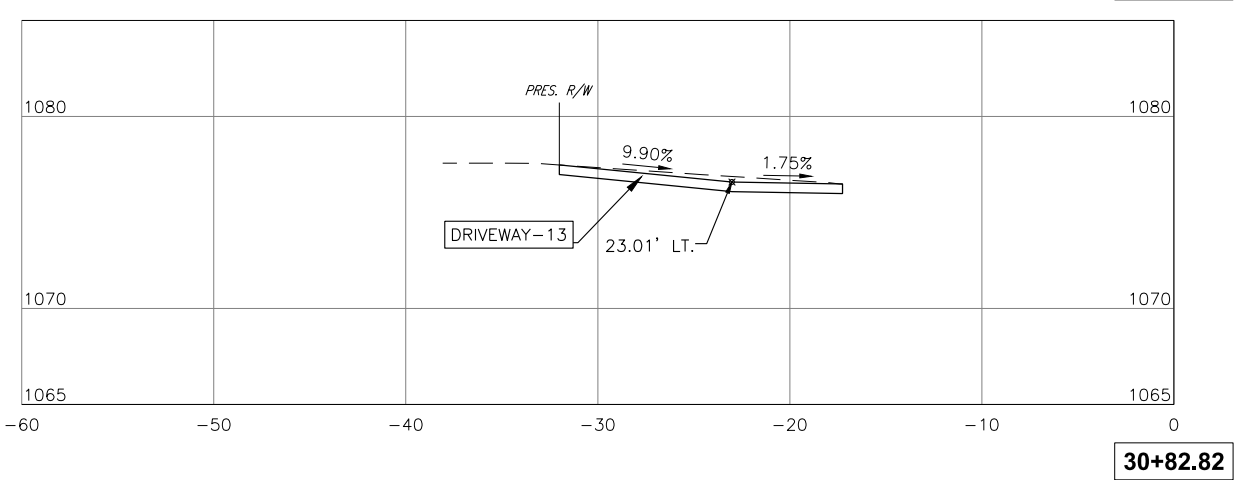
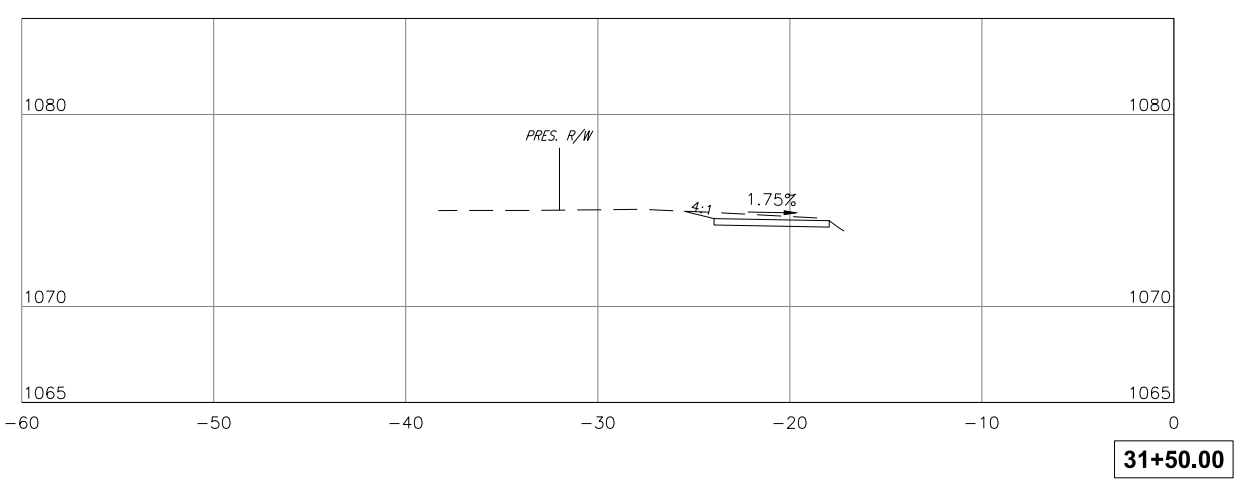
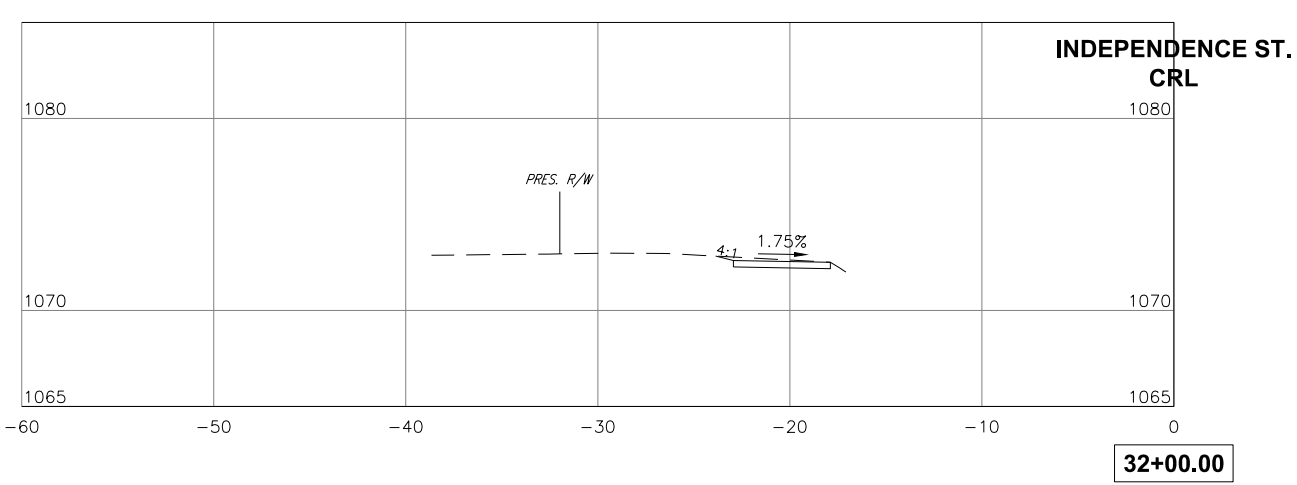
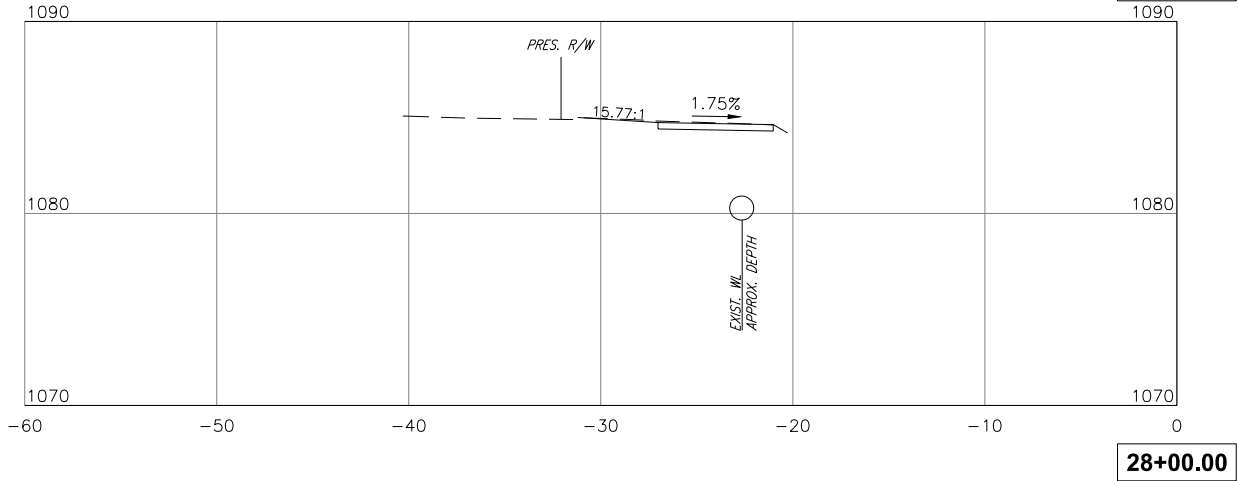
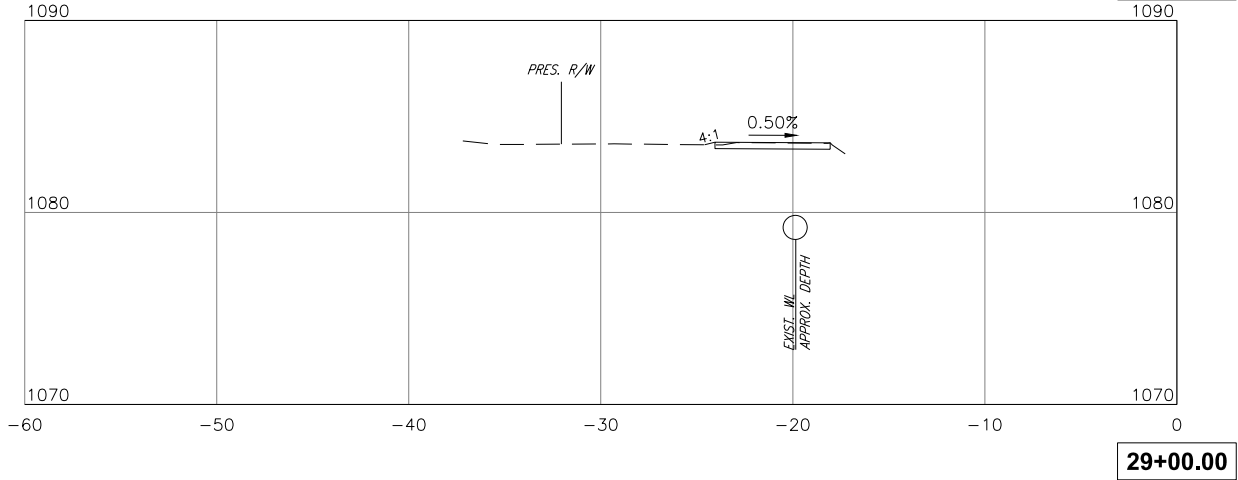
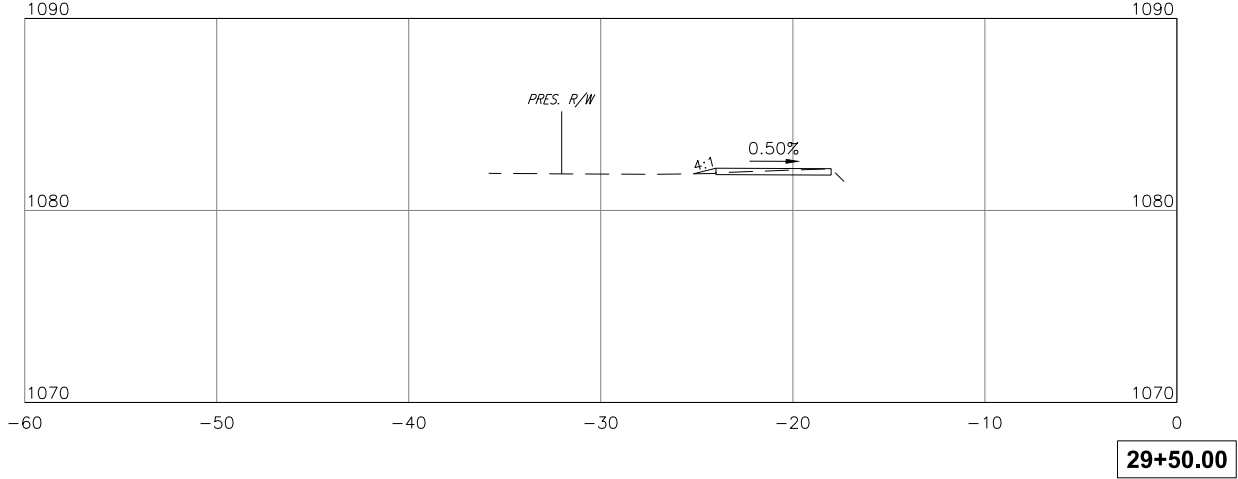
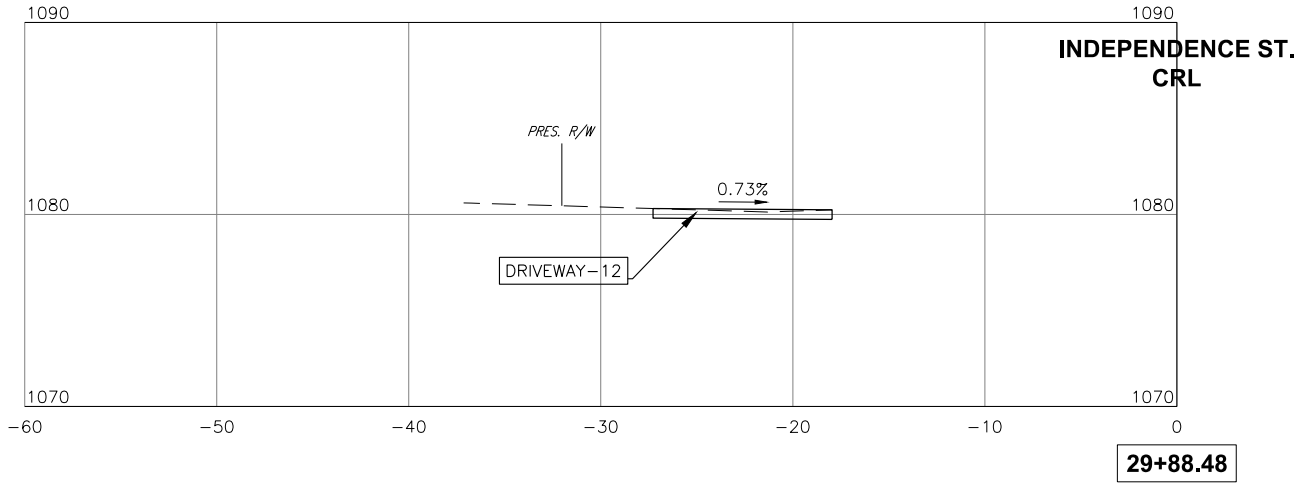
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
XS 4

SHEET
XS4

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	DRAWN BY: JLC				
	APPROVED BY: ISNH				
	SCALE: AS SHOWN				

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SHEET

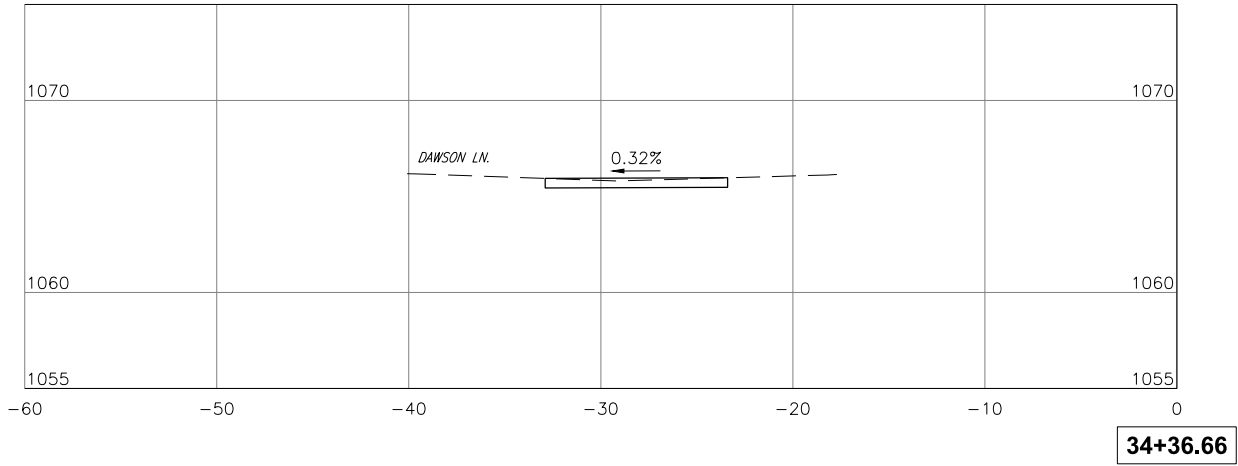
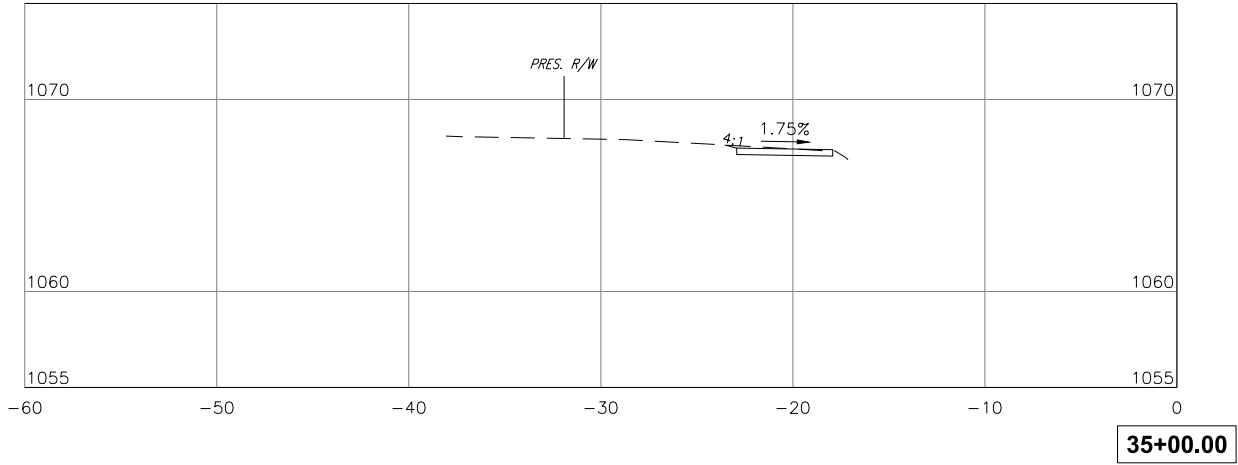
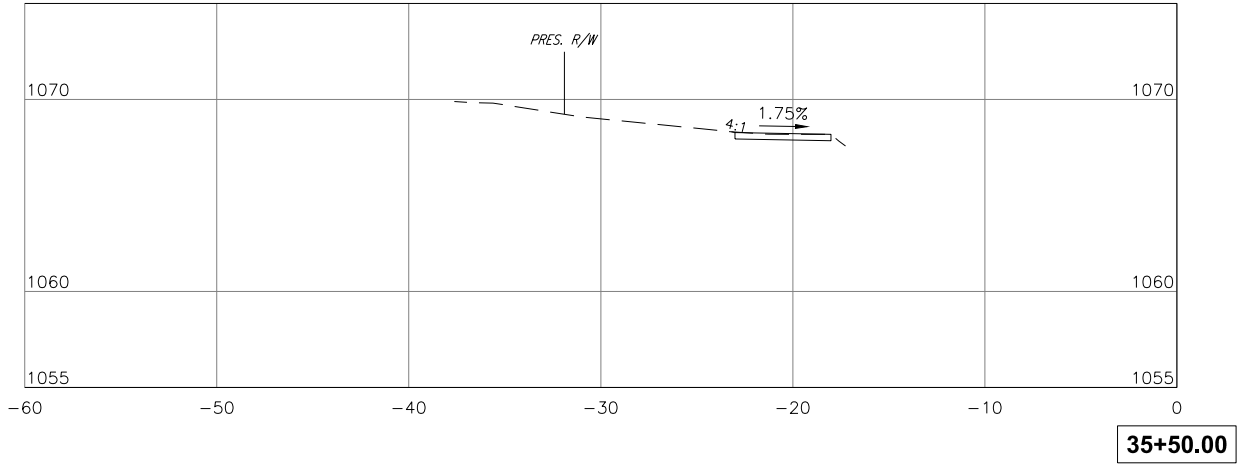
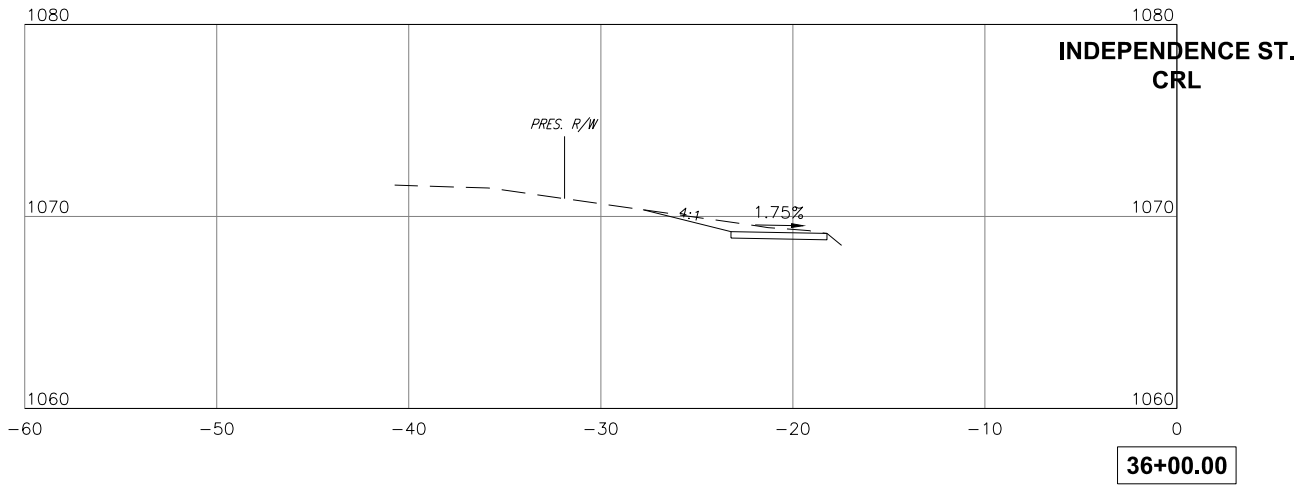
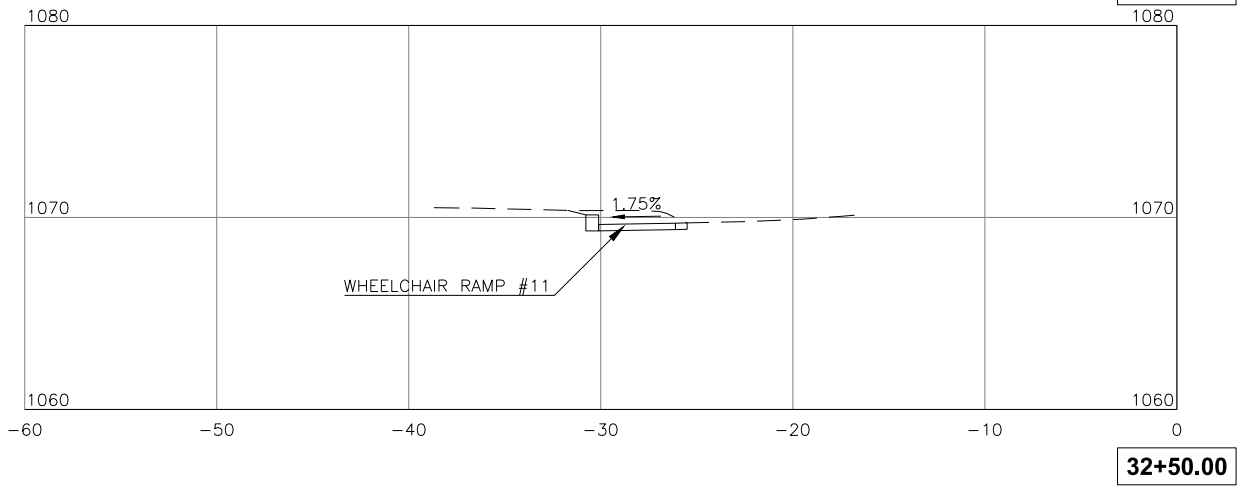
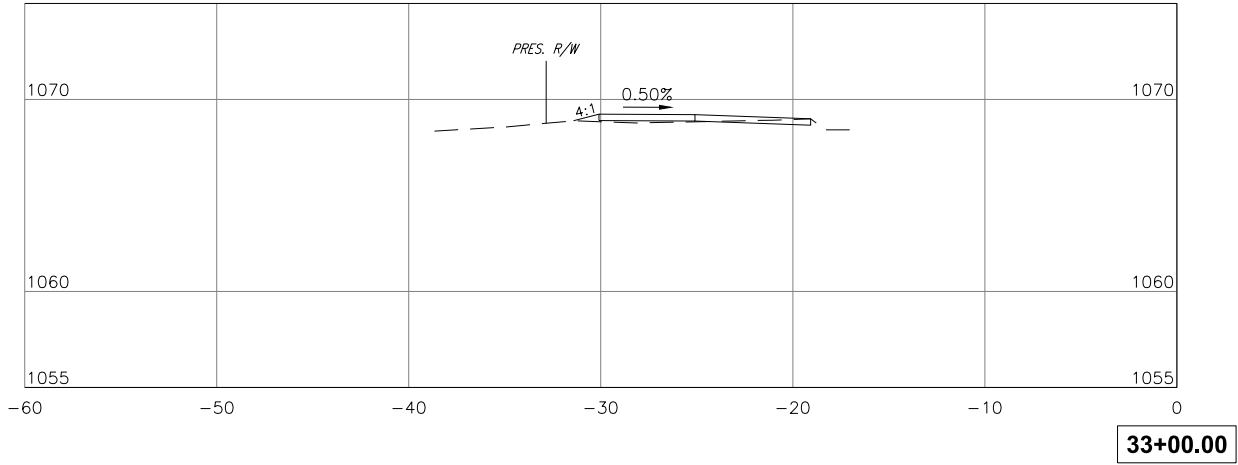
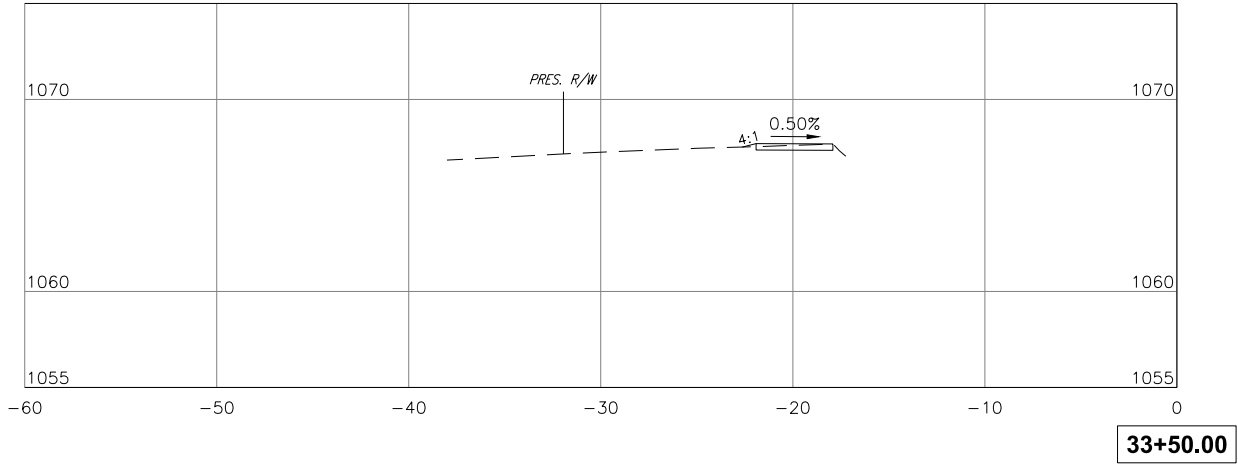
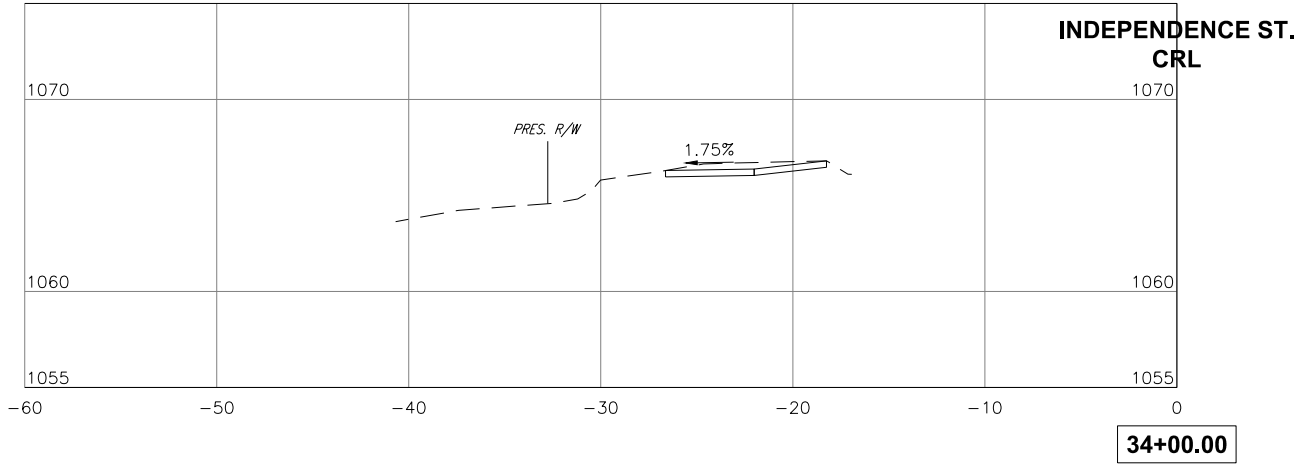
XS5

SHEET NAME

XS 5

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DESIGNED BY: ISNH	DESIGNED BY: ISNH	DESIGNED BY: ISNH	DESIGNED BY: ISNH		
DRAWN BY: JLC	DRAWN BY: JLC	DRAWN BY: JLC	DRAWN BY: JLC		
APPROVED BY: ISNH	APPROVED BY: ISNH	APPROVED BY: ISNH	APPROVED BY: ISNH		
SCALE:	AS SHOWN	SCALE:	AS SHOWN		

PLOT DATE: Thursday, October 21, 2021 9:18:10 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 CROSS SECTIONS.DWG





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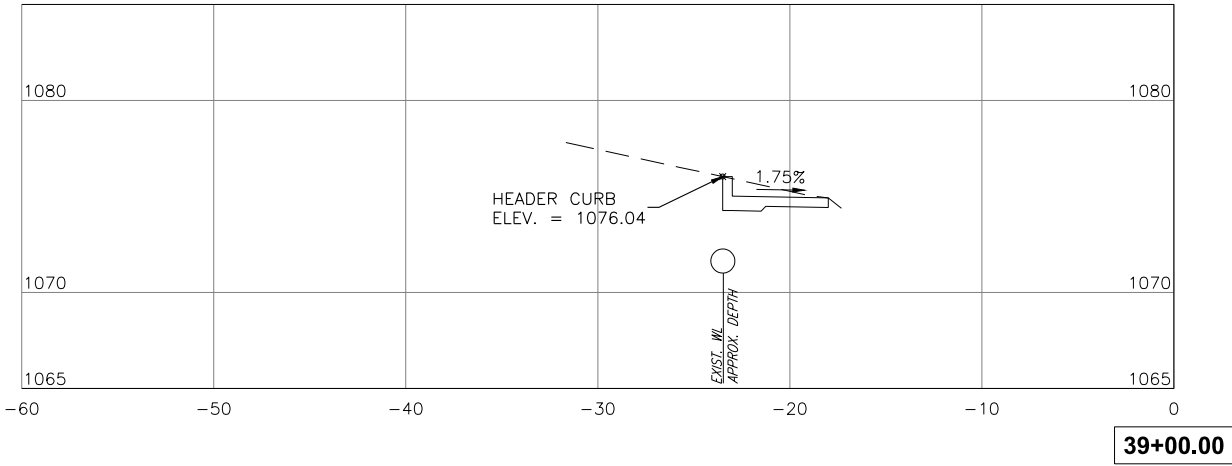
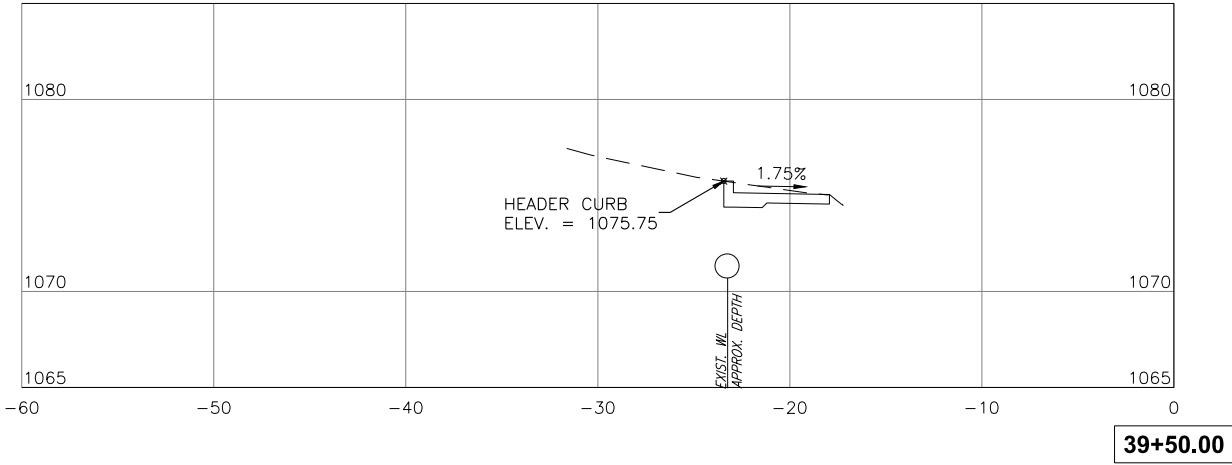
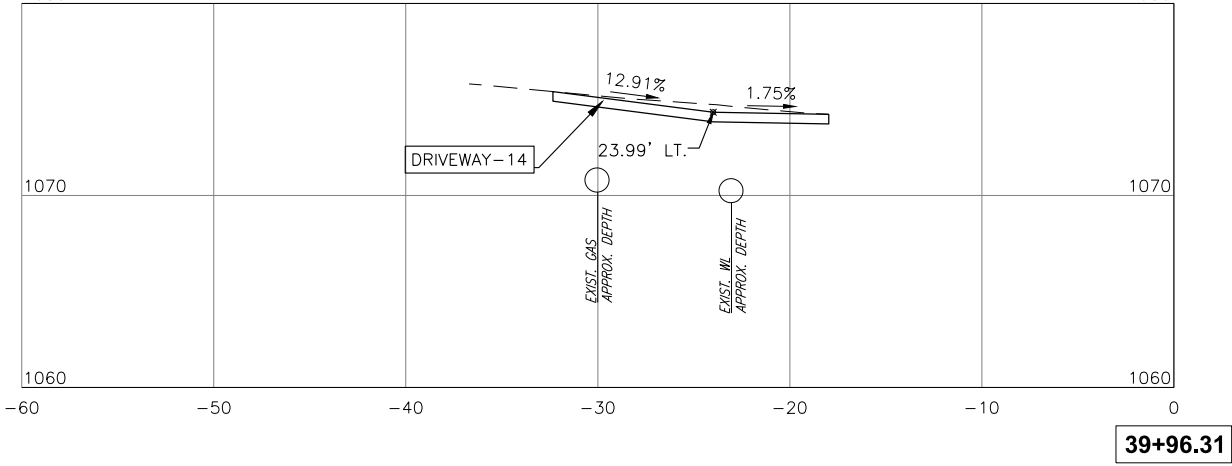
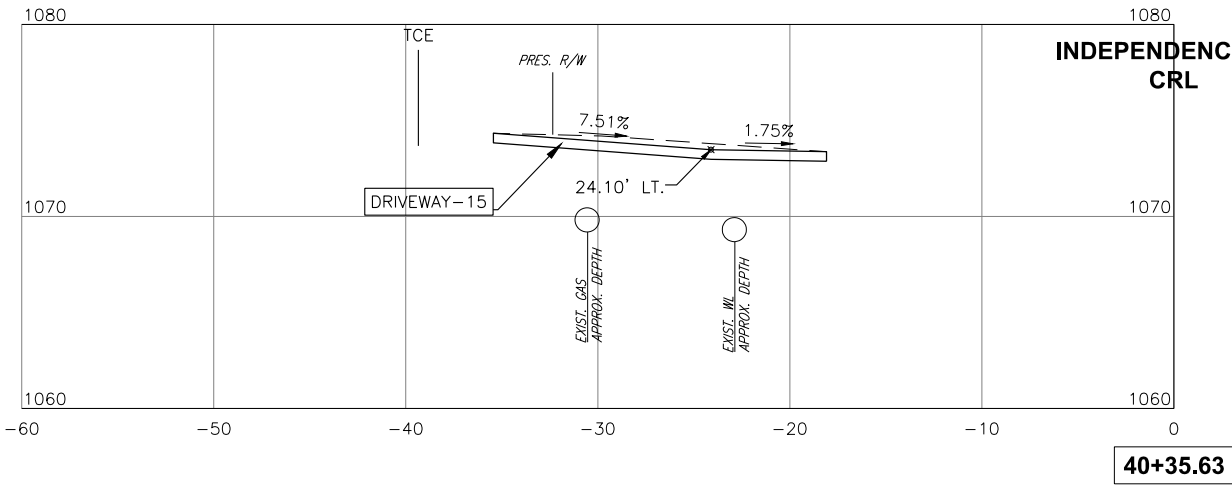
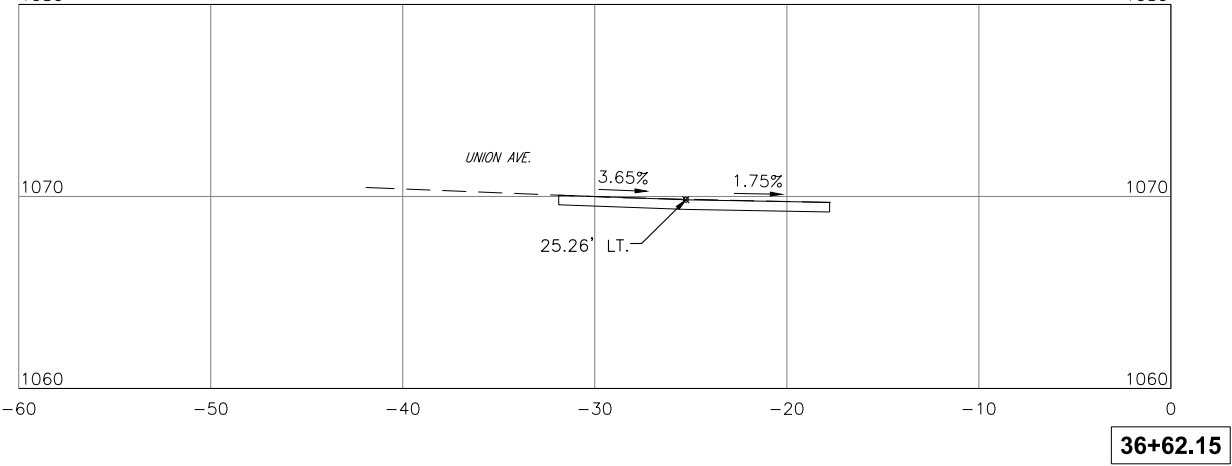
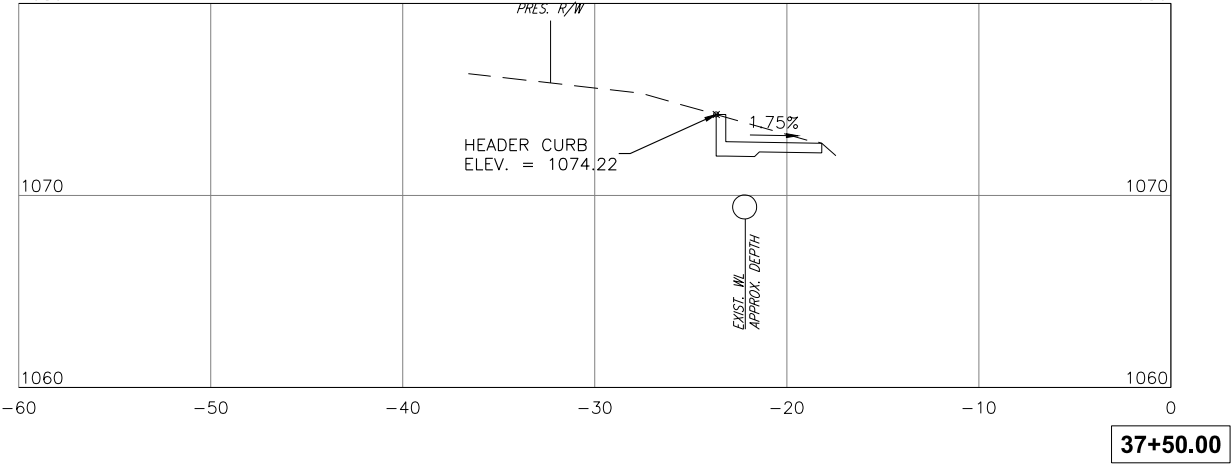
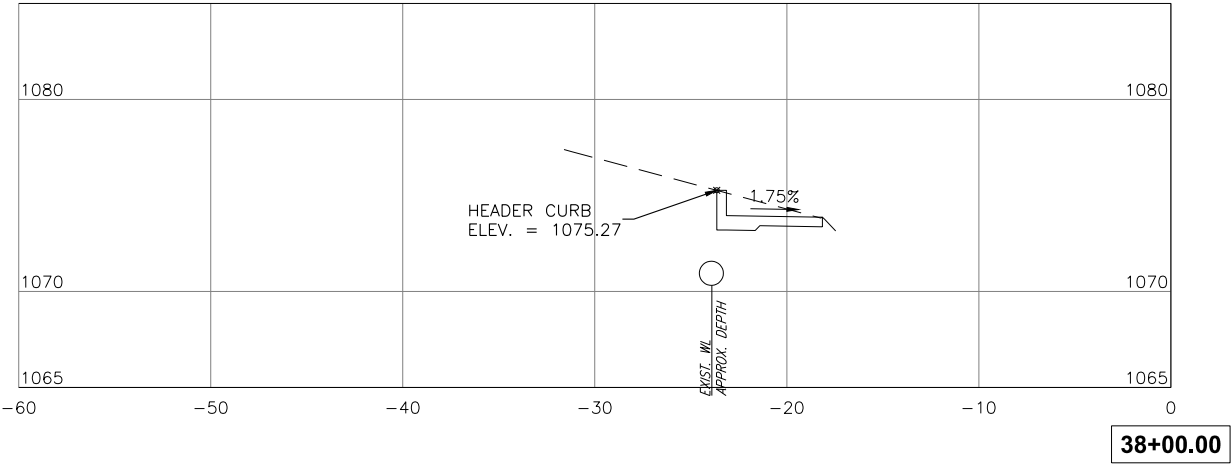
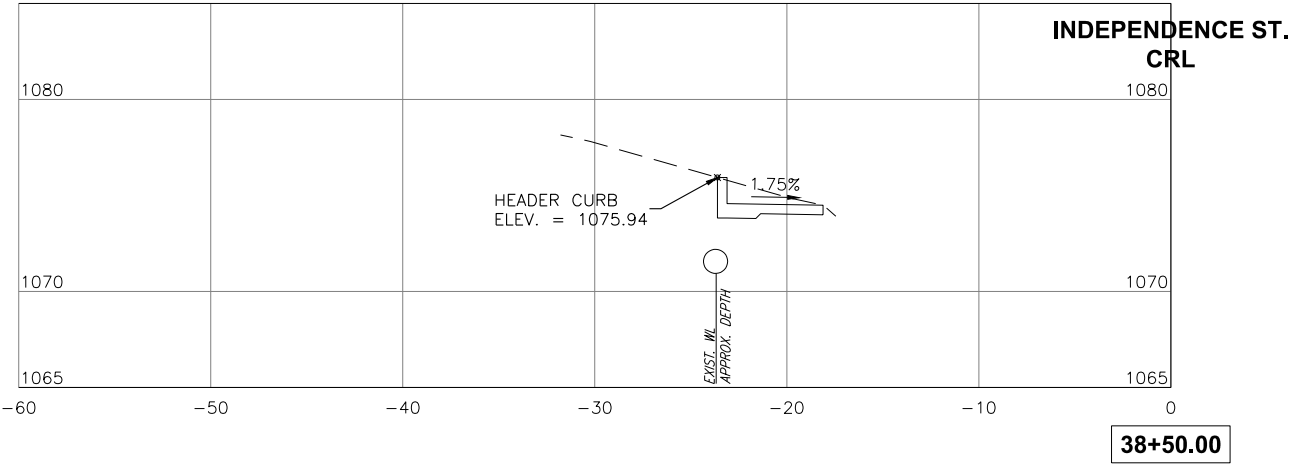
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DATE:	PROJECT NO:	NO.	DESCRIPTION	NO.	DATE
10/19/2021	DESIGNED BY: ISNH				
	DRAWN BY: JLC				
	APPROVED BY: ISNH				
	SCALE: AS SHOWN				

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

XS 6

SHEET
XS6

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DATE:	PROJECT NO.:	DATE:	10/19/2021	NO.	DESCRIPTION
	DESIGNED BY: ISNH				
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	APPROVED BY: ISNH				
	SCALE:		AS SHOWN		

INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

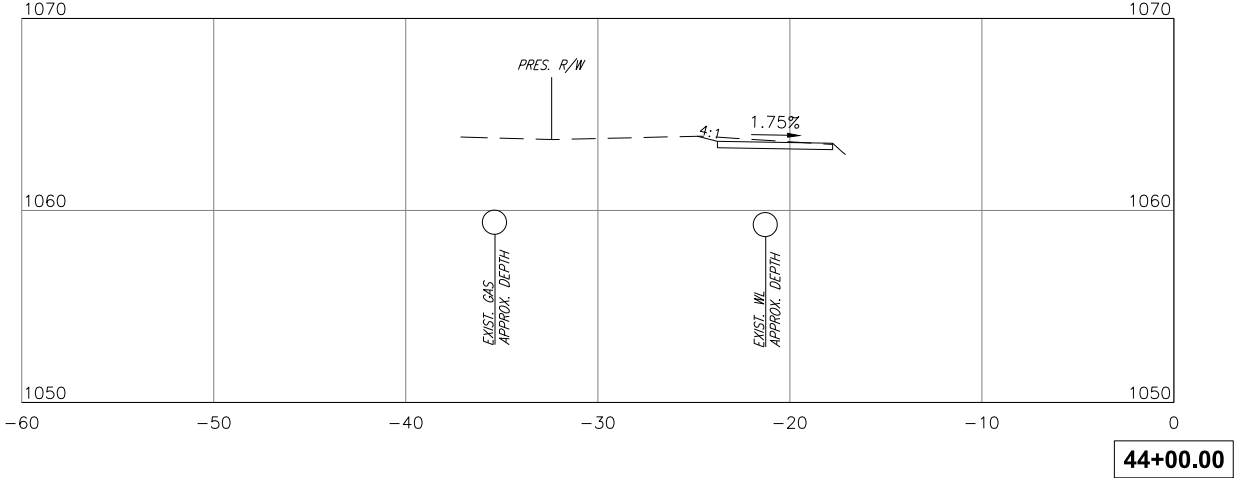
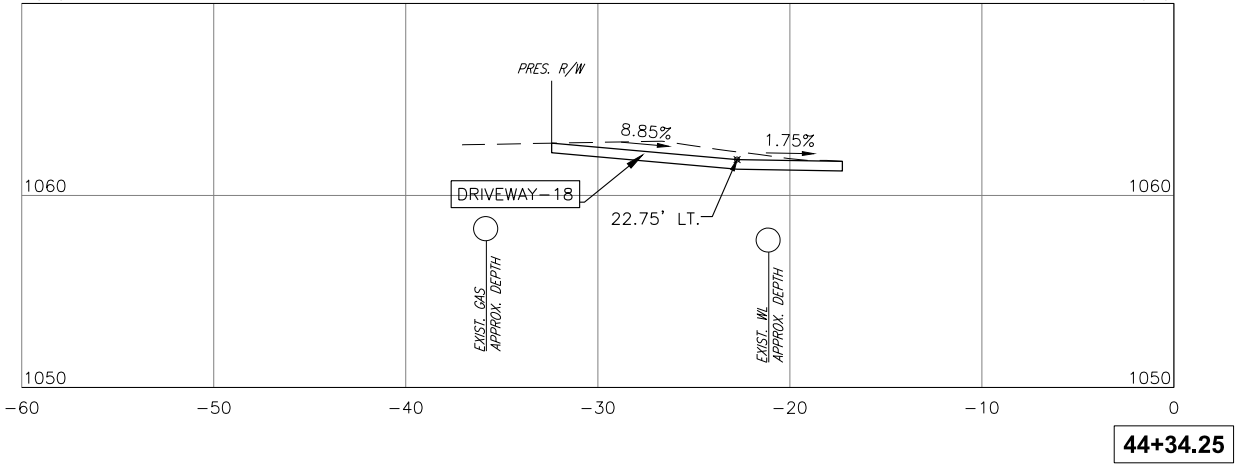
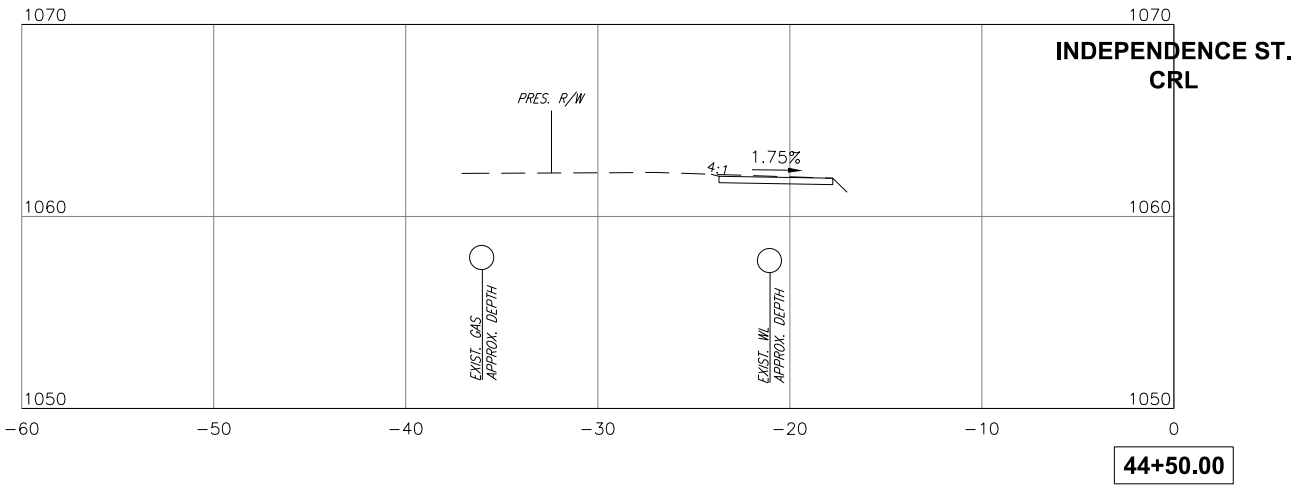
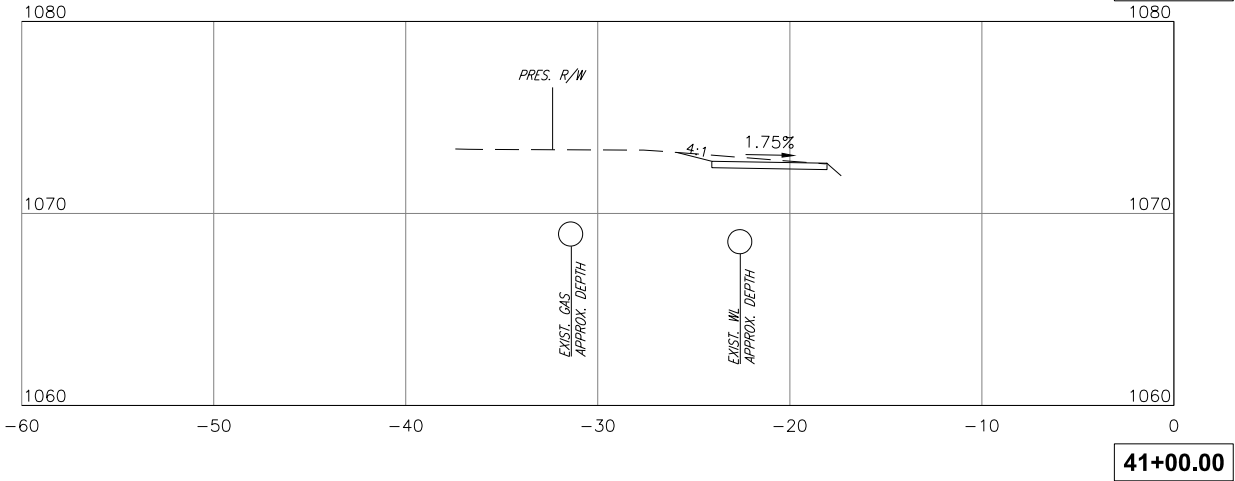
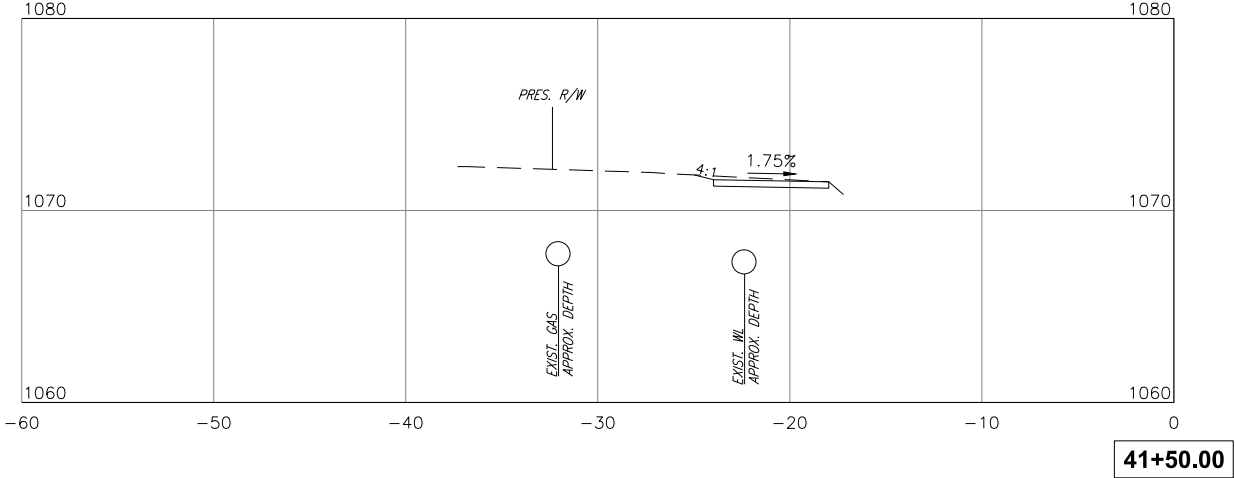
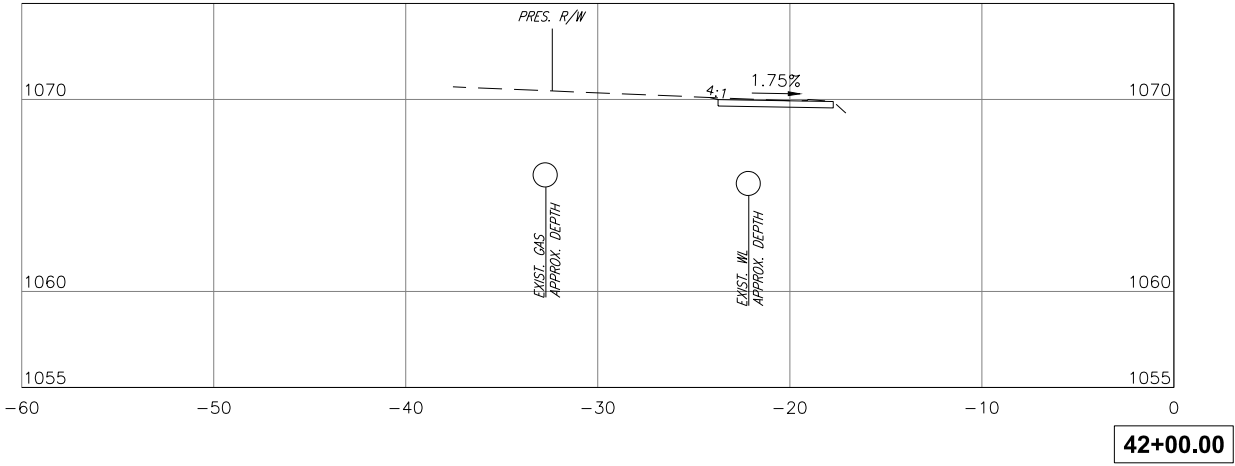
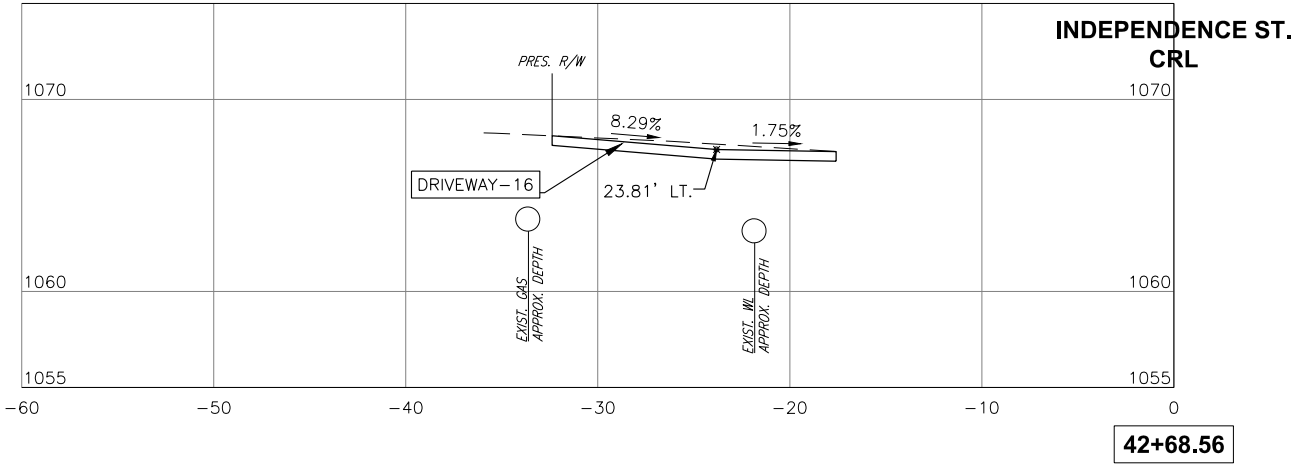
SHEET NAME

XS 7

SHEET

XS7

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SHAWNEE, OKLAHOMA

SHEET NAME

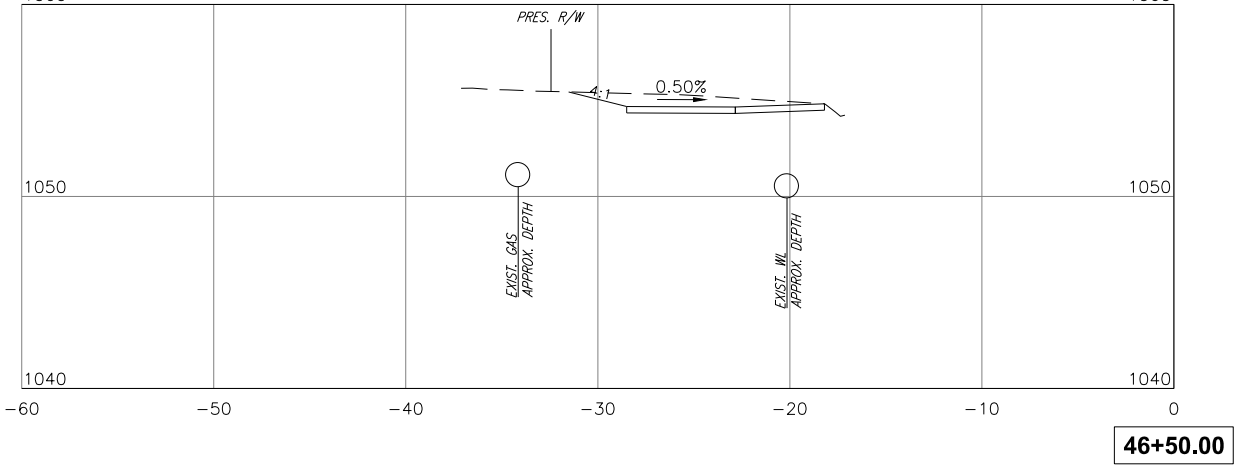
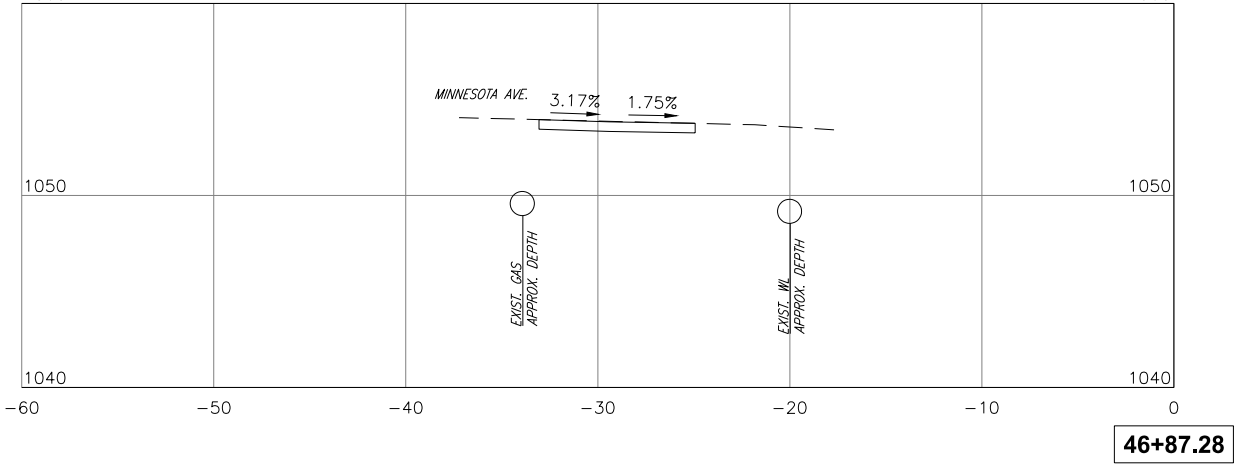
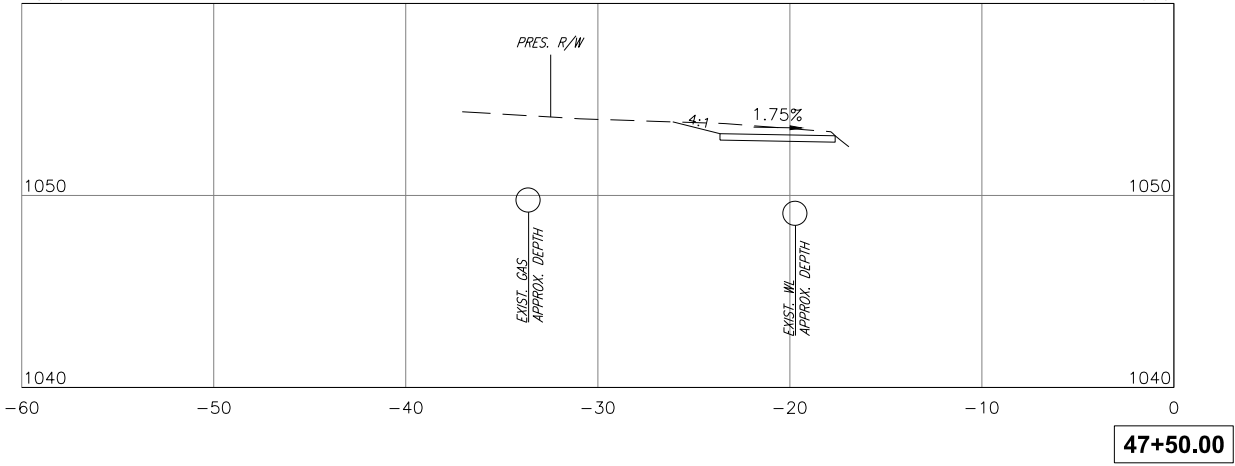
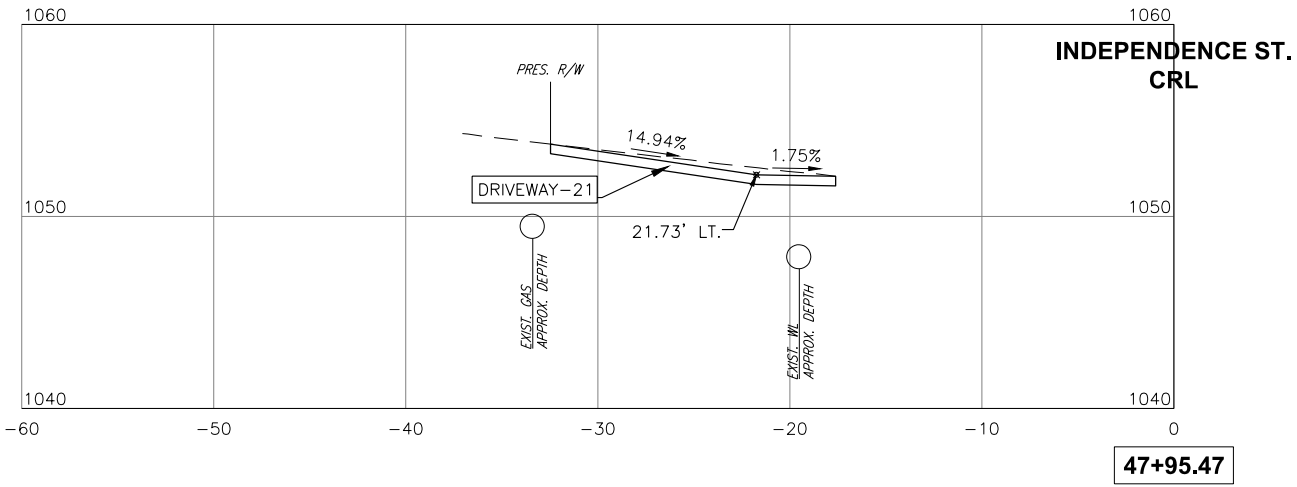
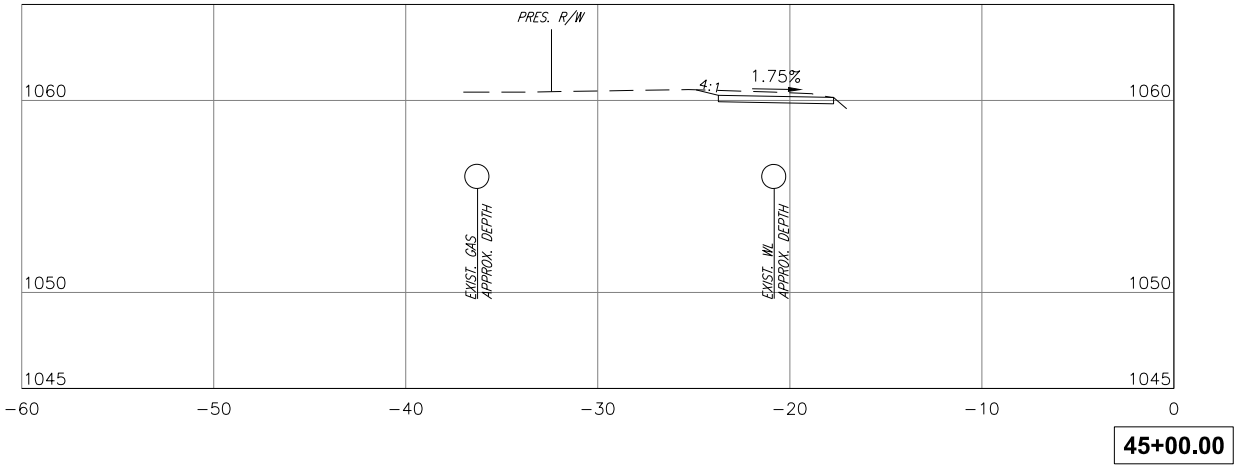
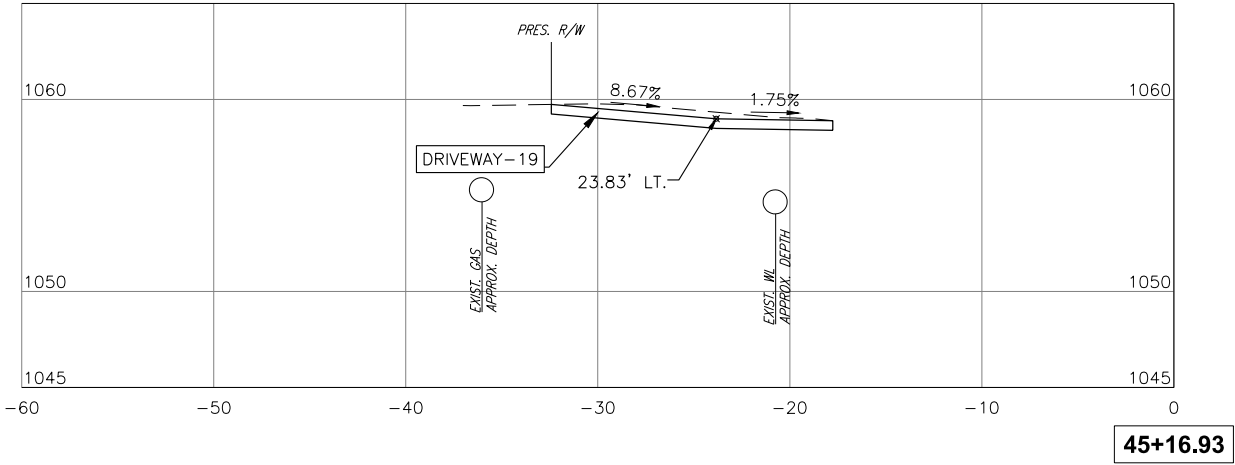
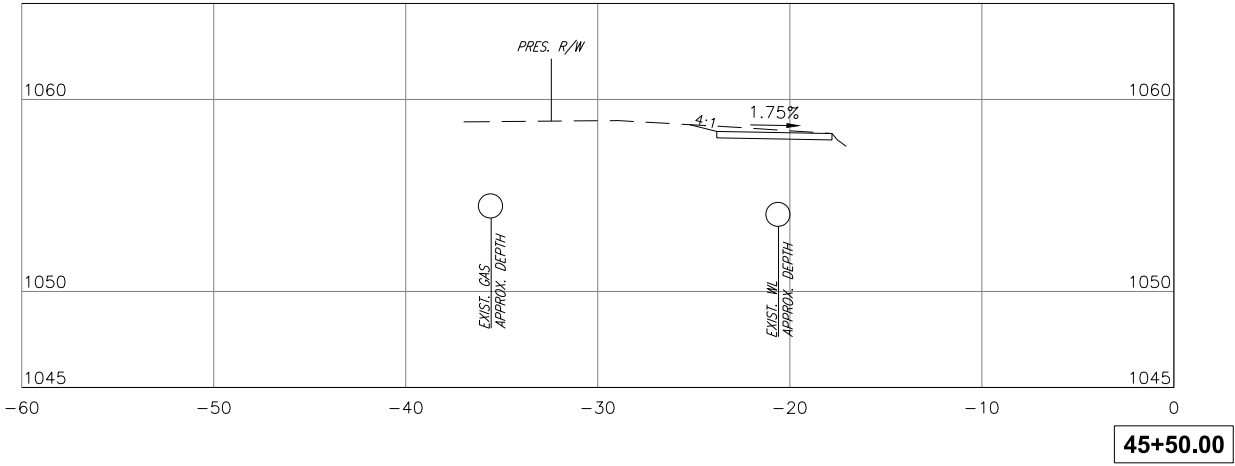
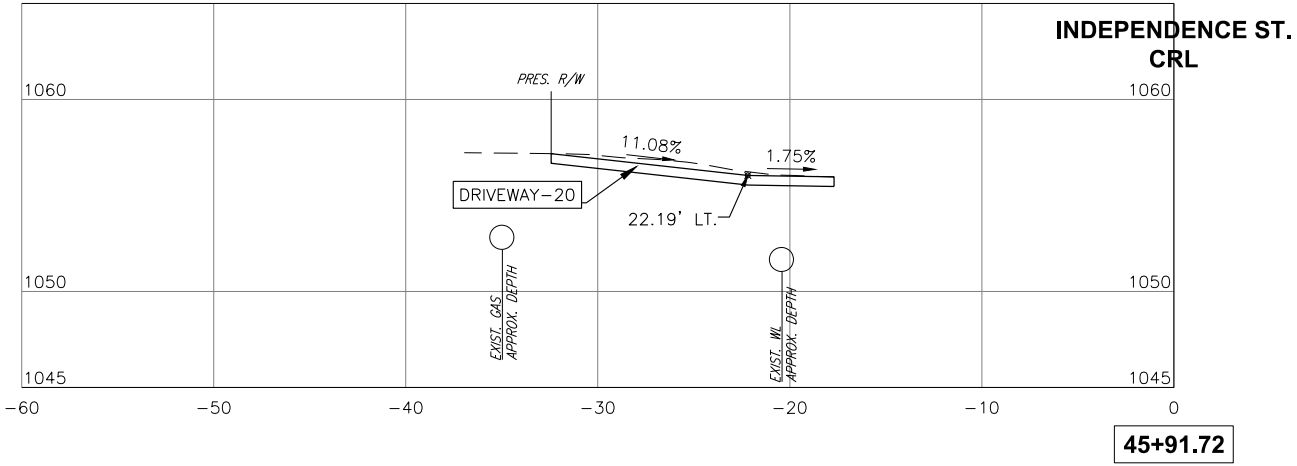
XS 8

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XS8

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	DRAWN BY: JLC				
	APPROVED BY: ISNH				
	SCALE:		AS SHOWN		

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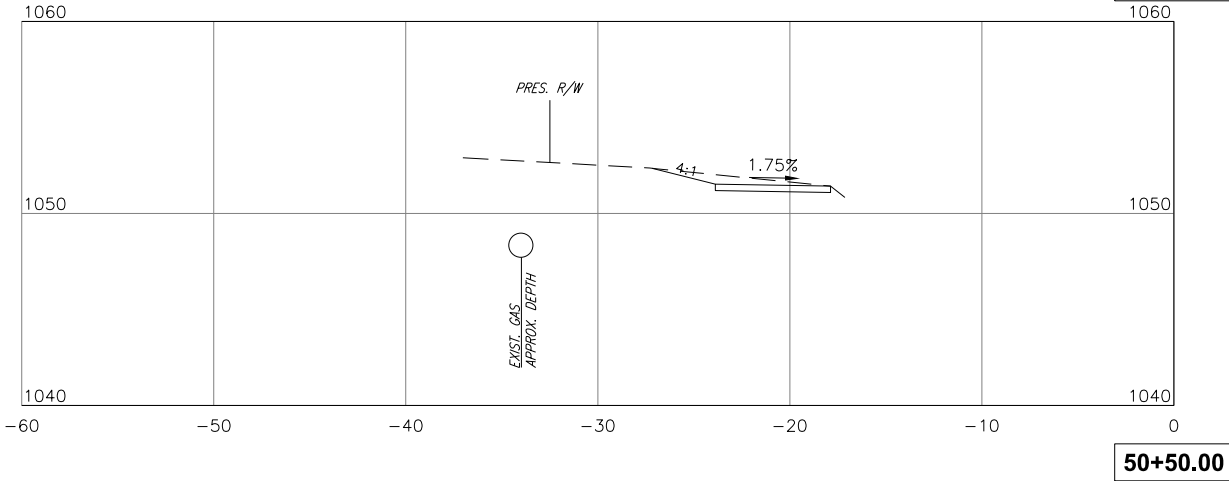
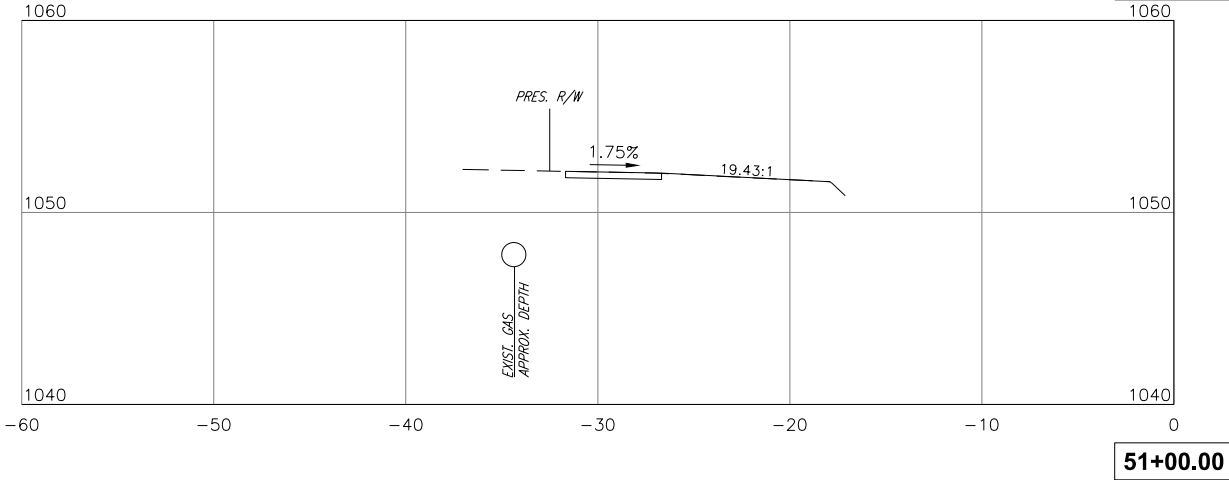
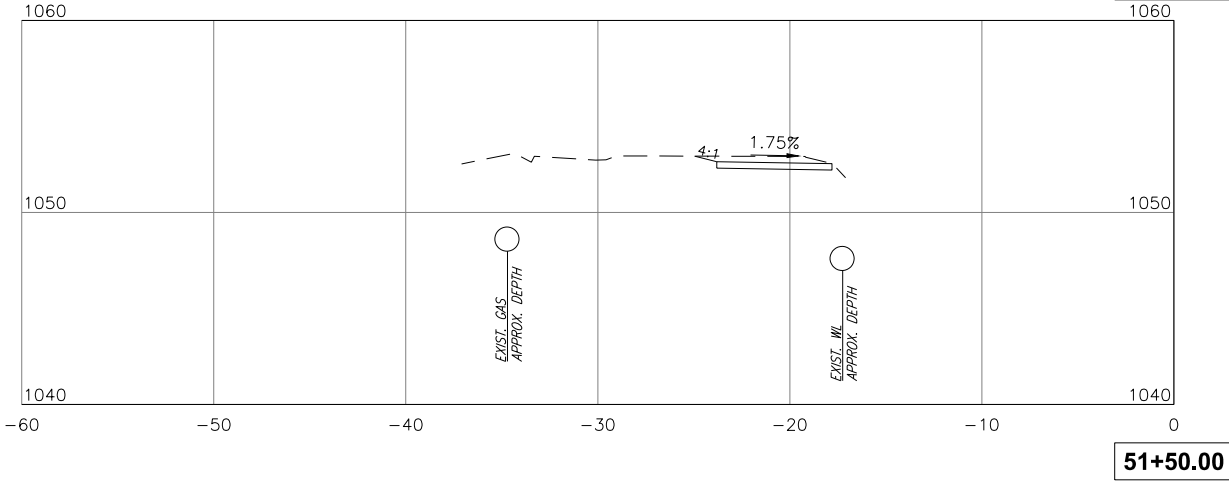
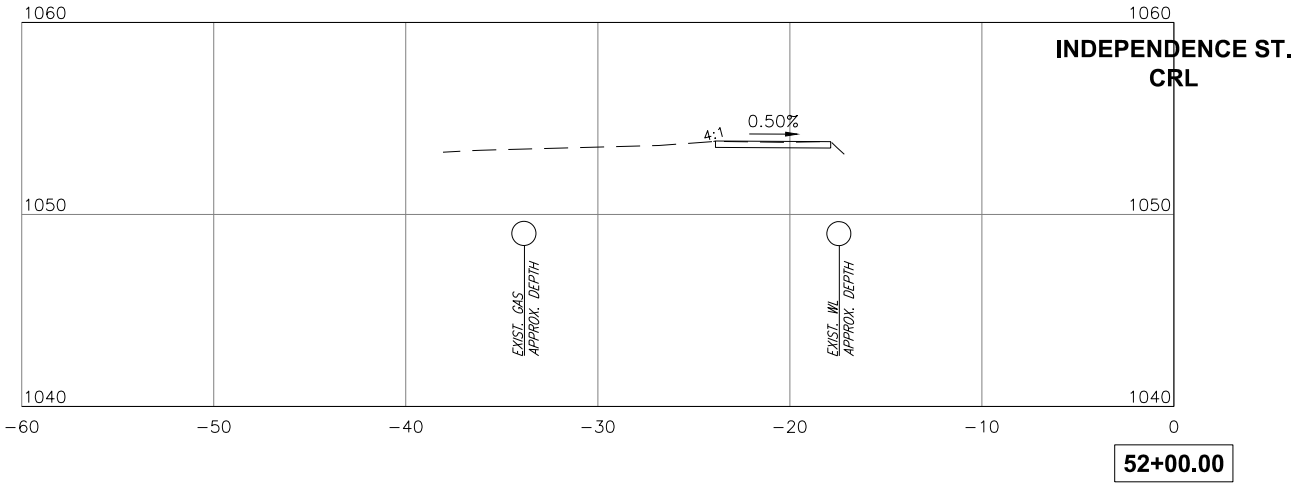
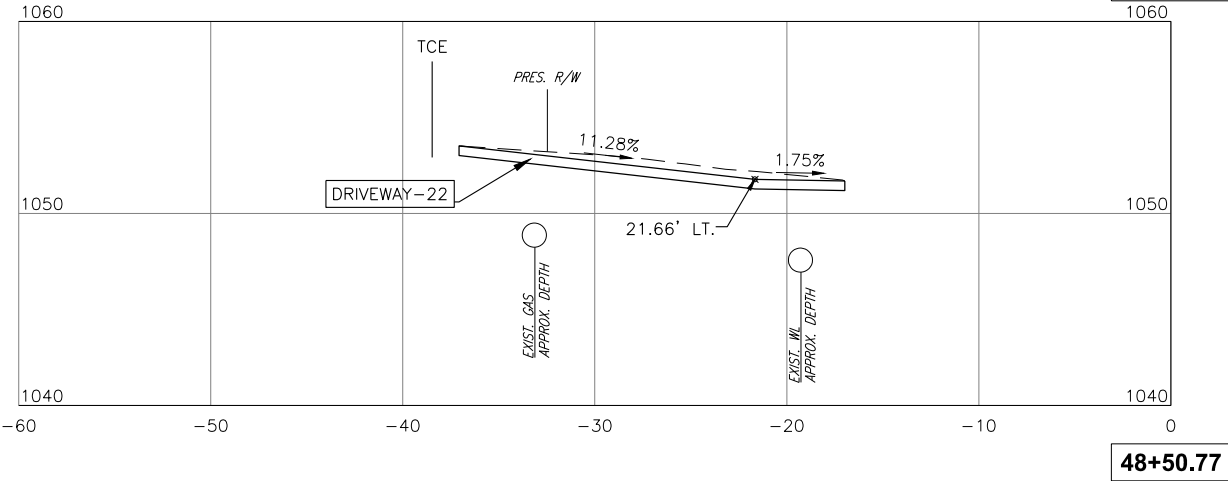
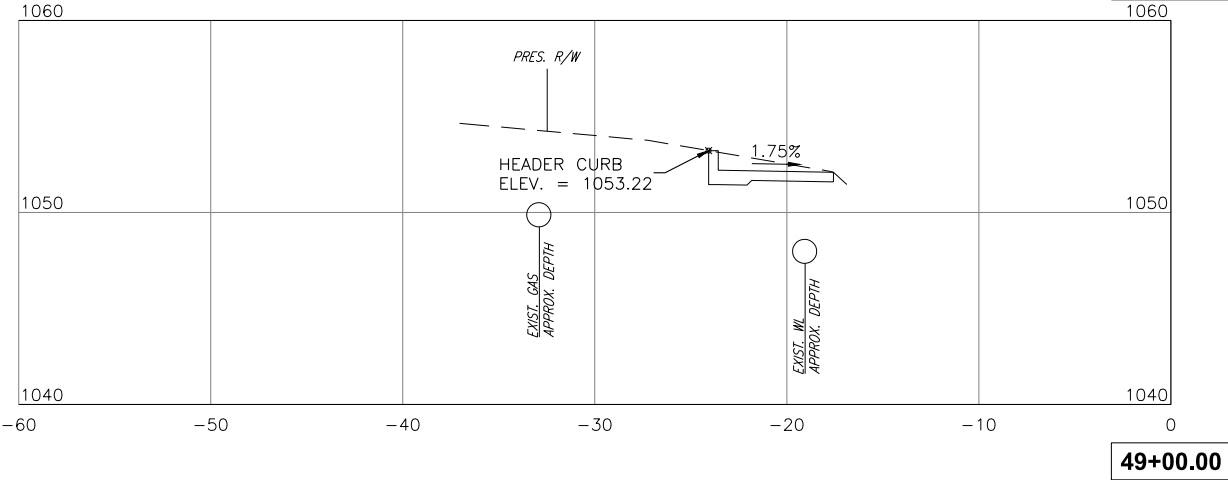
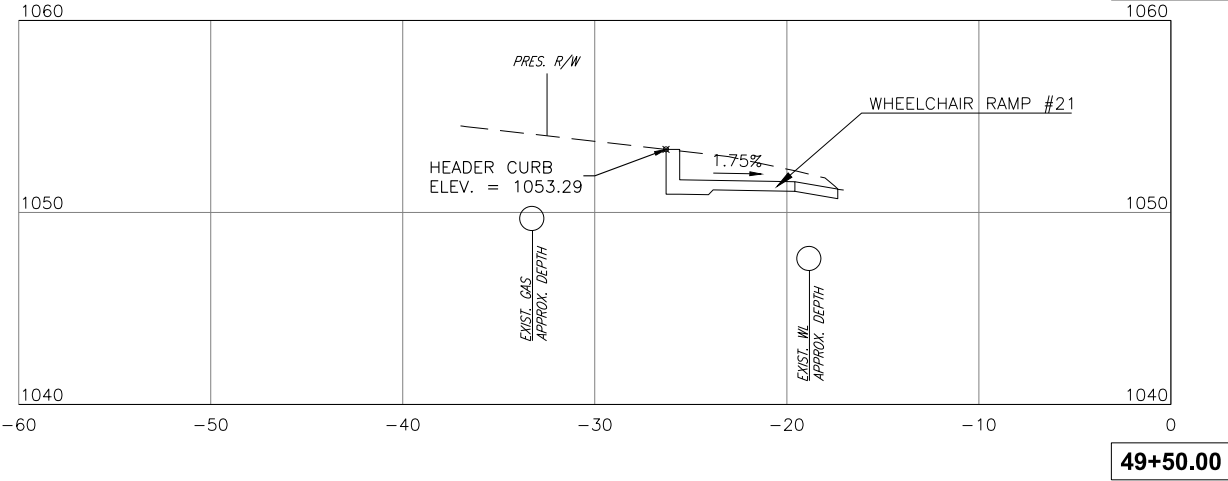
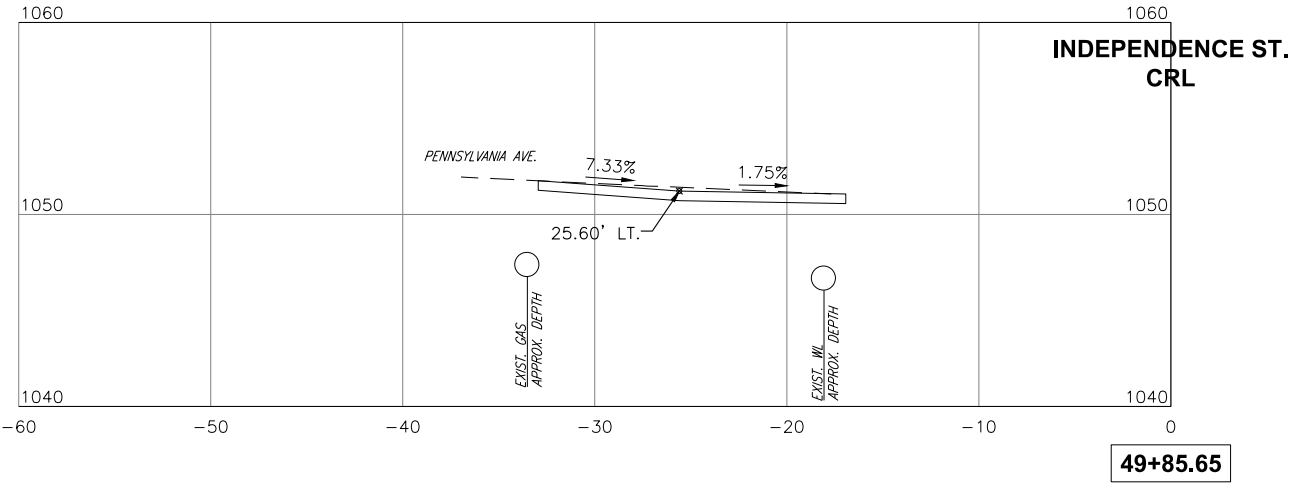
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		JLC		
		DRAWN BY:		
		ISNH		
		APPROVED BY:		
		AS SHOWN		
		SCALE:		

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
XS 9

SHEET
XS9

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	DATE:	PROJECT NO.:	NO.	DESCRIPTION
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		DESIGNED BY: ISNH		
		DRAWN BY: JLC		
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		AS SHOWN		

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

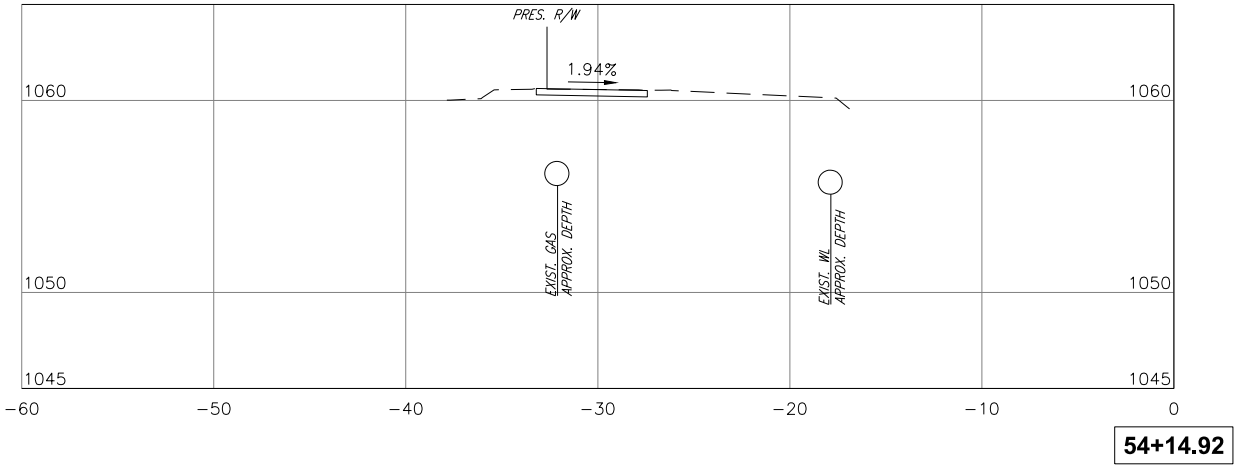
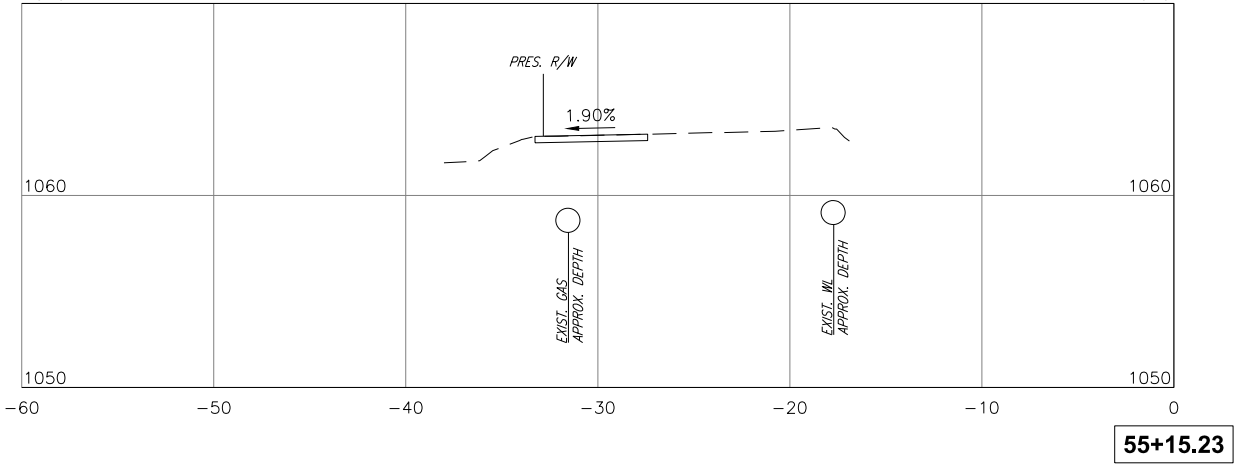
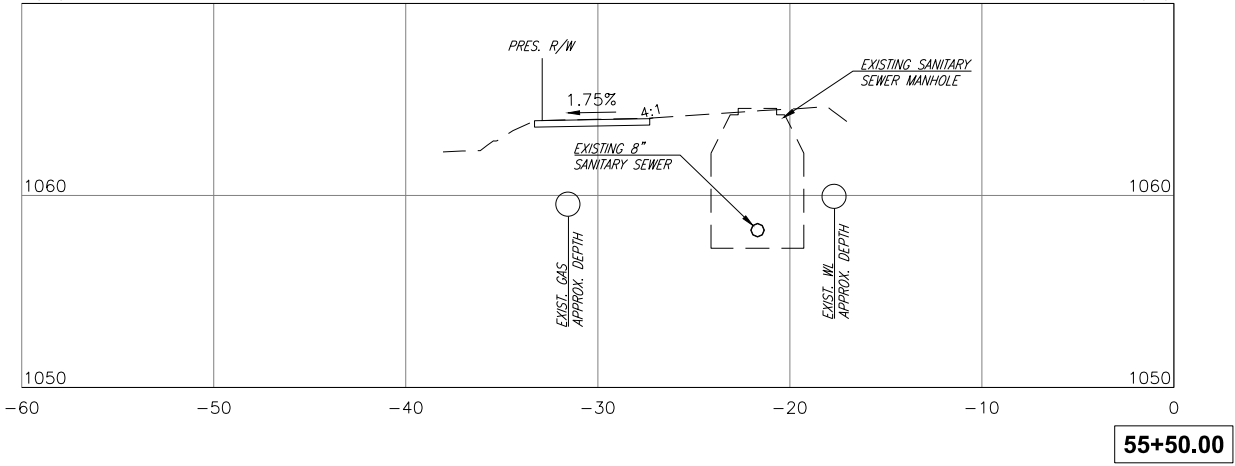
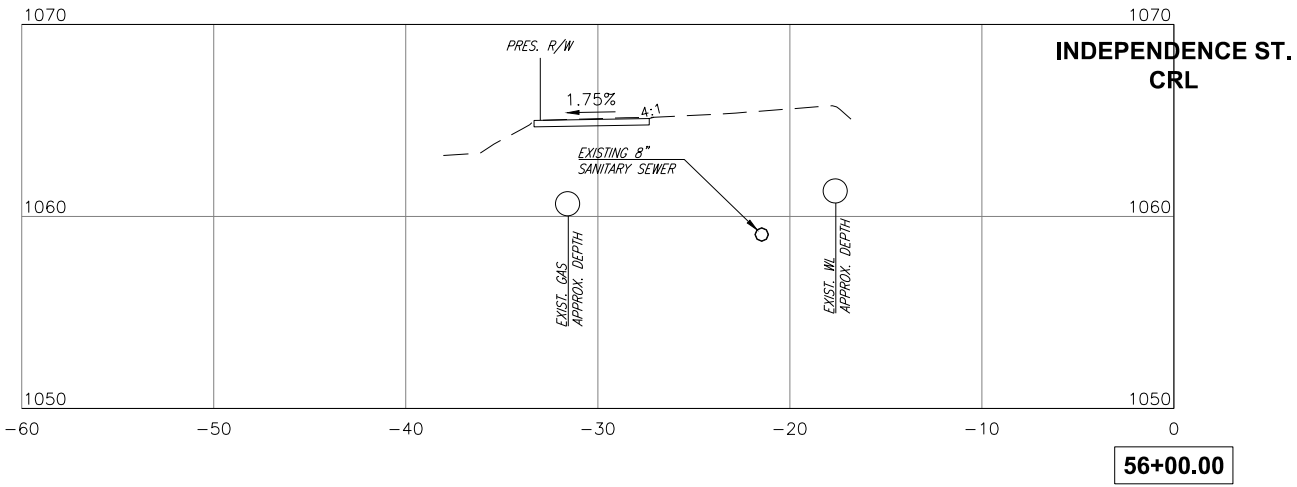
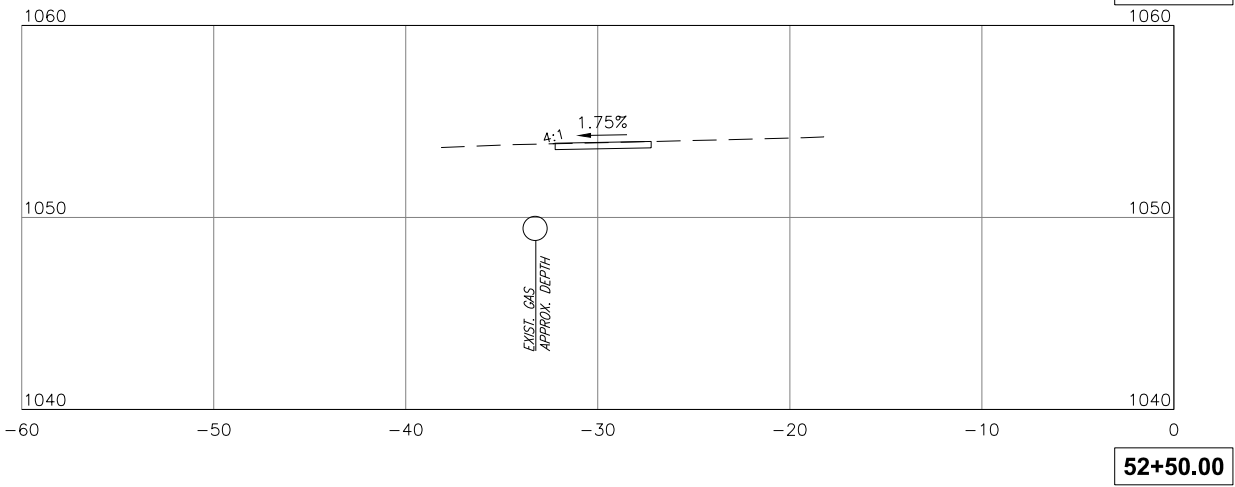
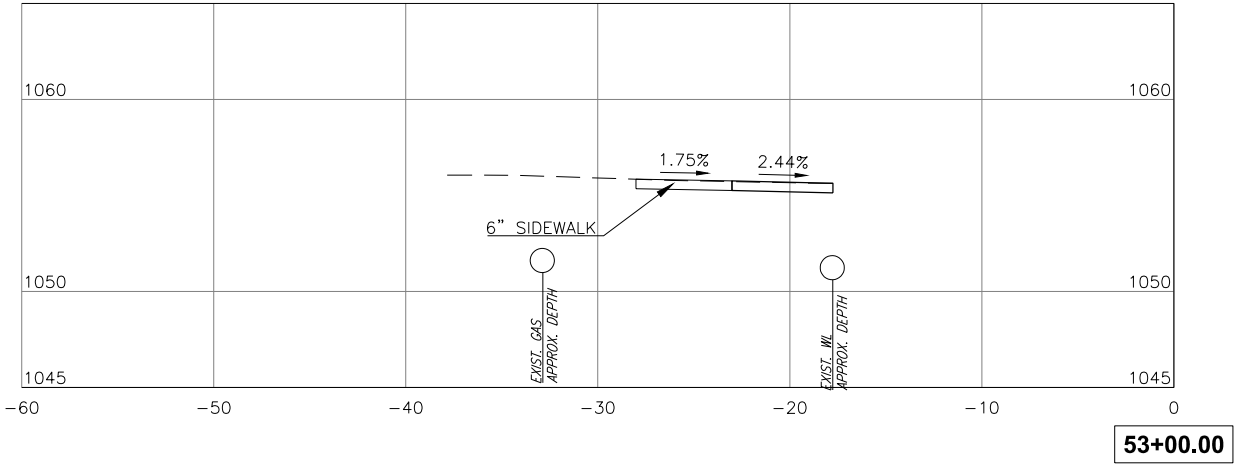
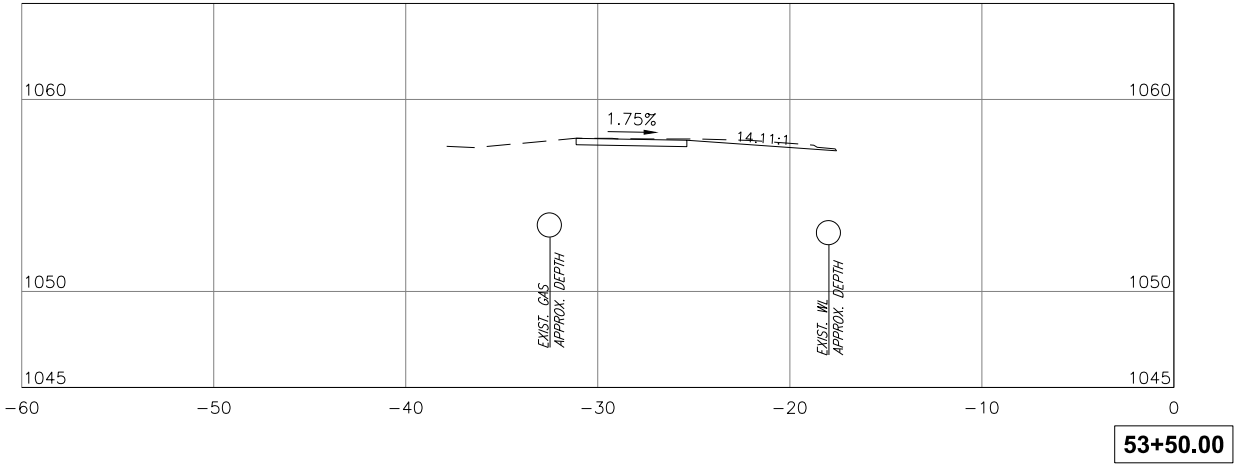
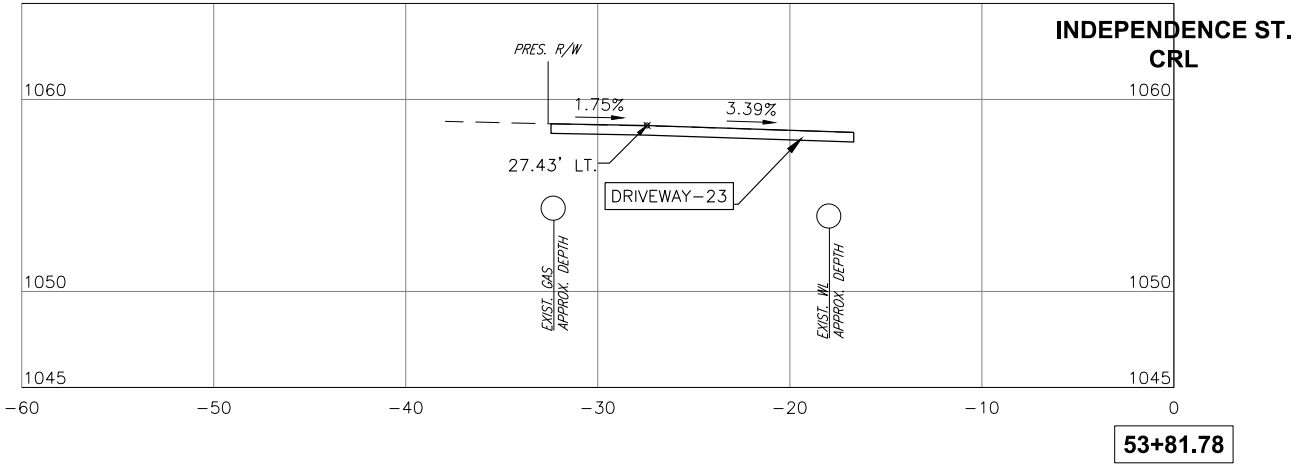
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XS 10

SHEET

XS10

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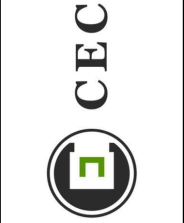
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DATE:	10/19/2021	NO.	DESCRIPTION	DATE	
PROJECT NO:	ISNH				
DESIGNED BY:	JLC				
DRAWN BY:	ISNH				
APPROVED BY:	ISNH				
SCALE:	AS SHOWN				

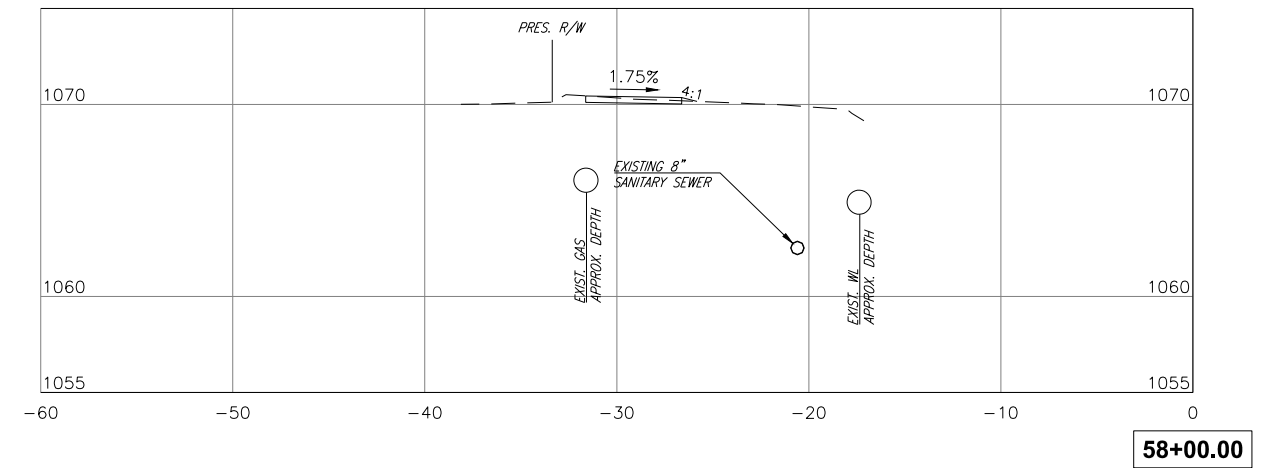
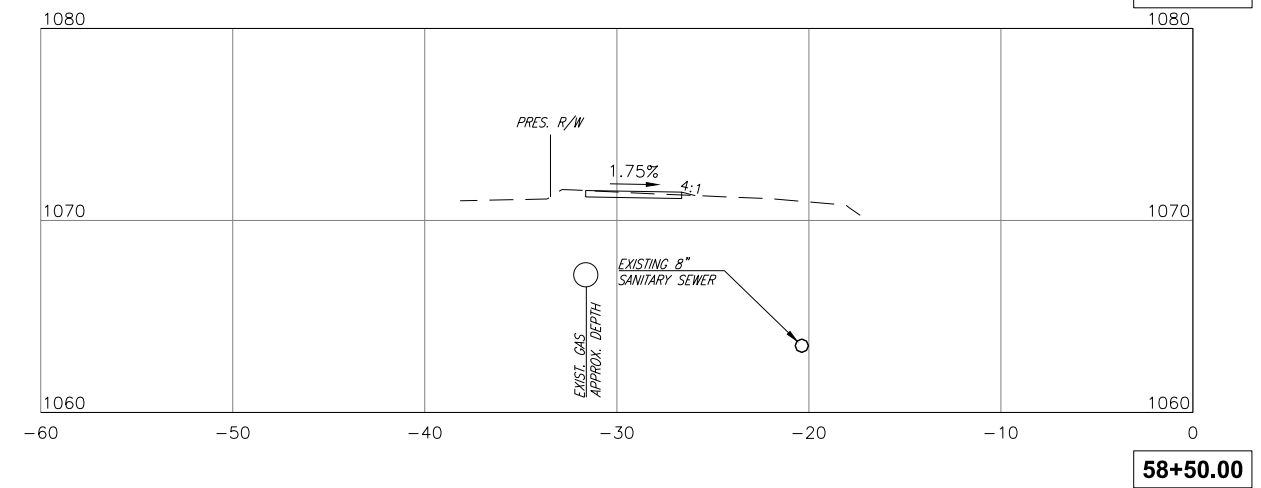
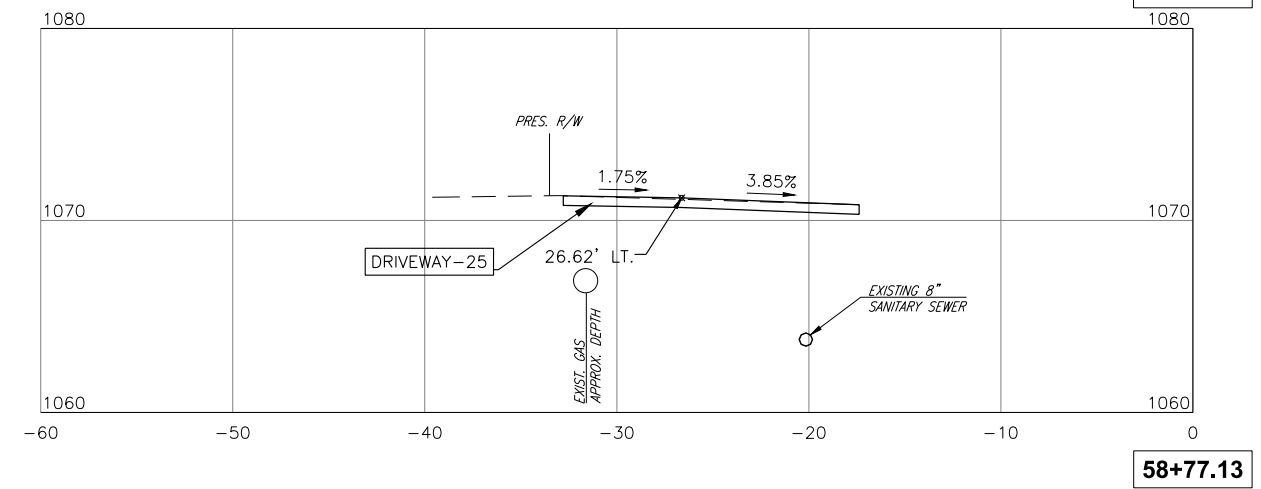
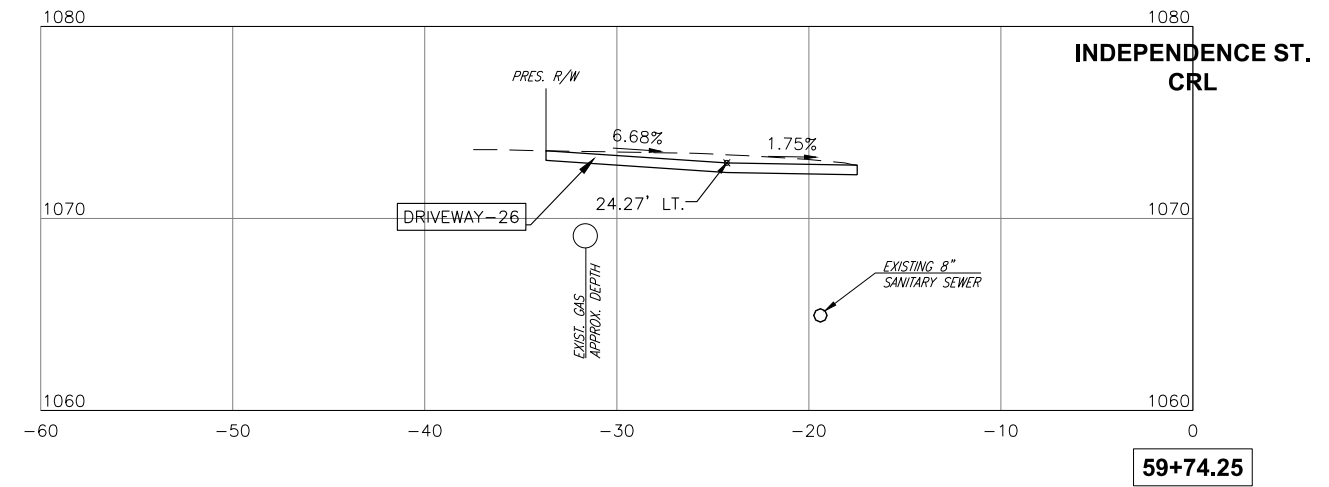
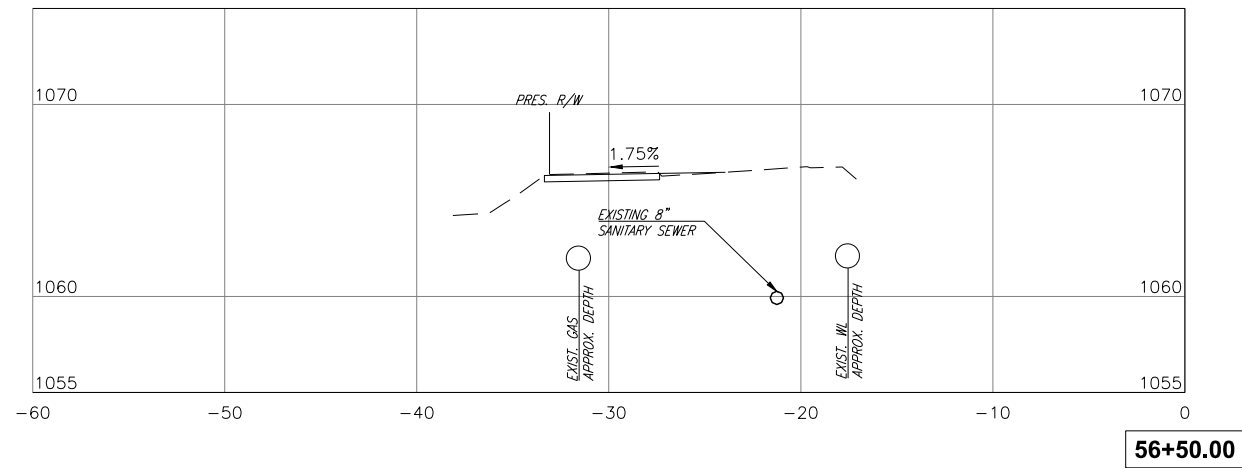
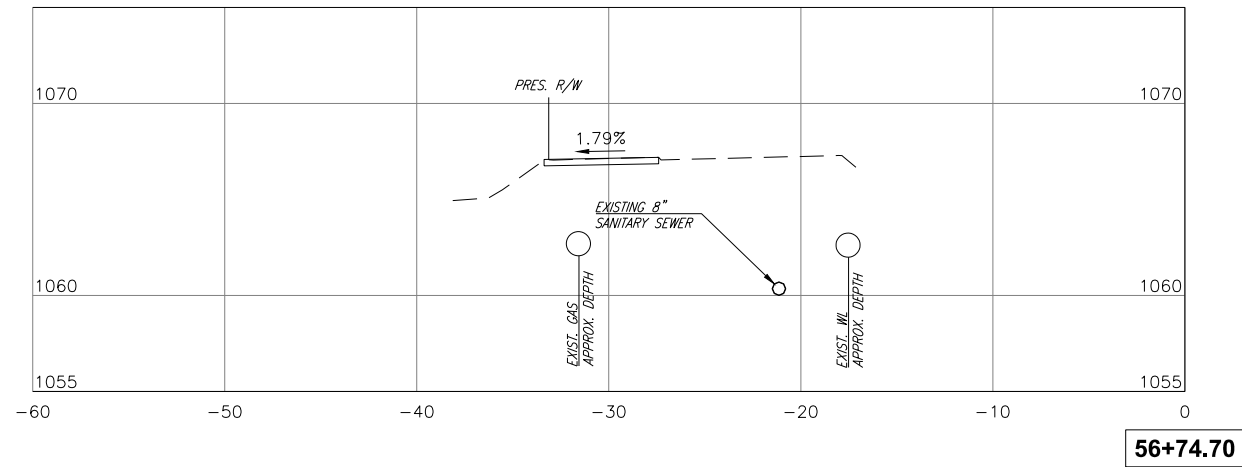
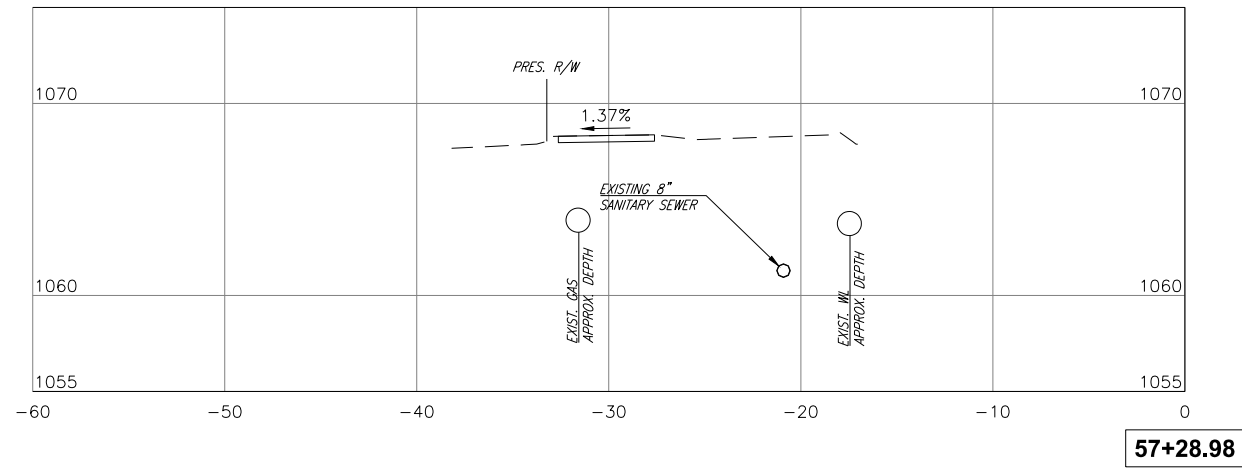
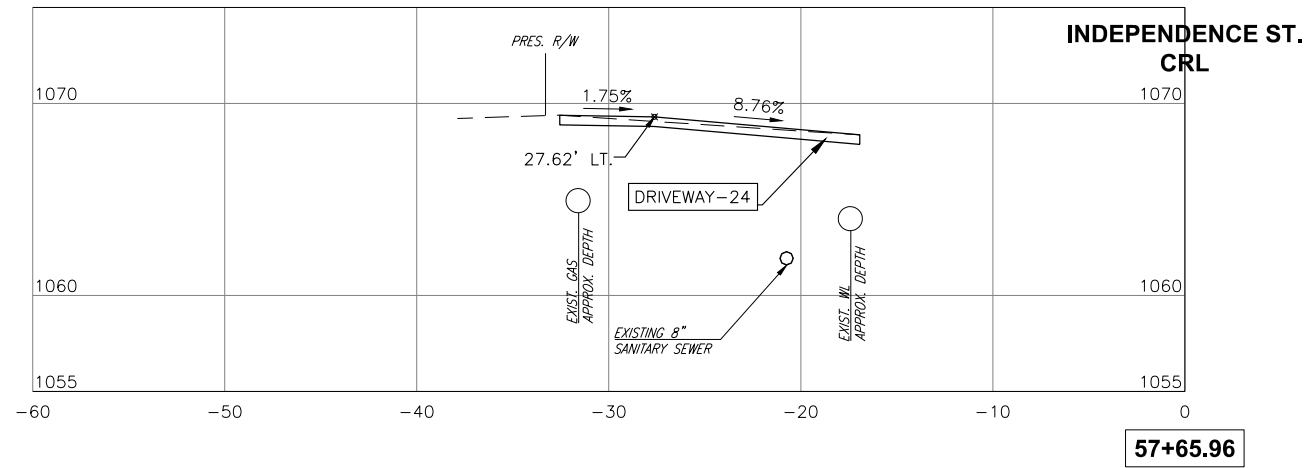
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
XS 11

SHEET
XS11

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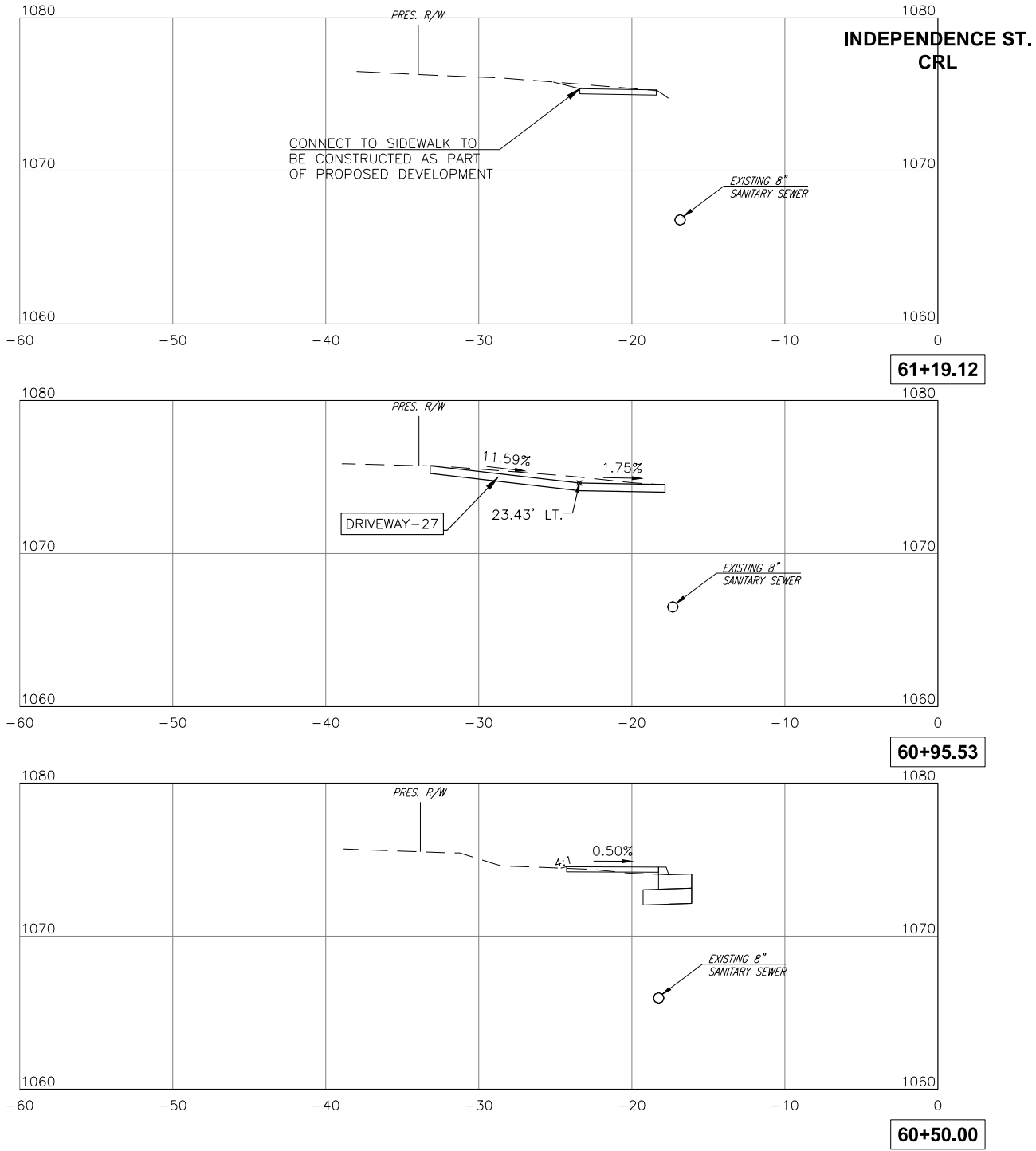
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DATE:	PROJECT NO:	10/19/2021	NO.	DESCRIPTION	DATE
	DESIGNED BY: SNH				
	DRAWN BY: JLC				
	APPROVED BY: SNH				
SCALE:		AS SHOWN			

INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
XS 12

SHEET
XS12

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	DESIGNED BY: SNH				
	DRAWN BY: JLC				
	APPROVED BY: SNH				
	SCALE: AS SHOWN				

INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME

XS 13

SHEET

XS13



November 10, 2021

**ADDENDUM NO. 1
To
INDEPENDENCE SIDEWALK IMPROVEMENTS – N. KICKAPOO AVE. TO N. HARRISON
AVE.
CITY OF SHAWNEE**

This item for Addendum No. 1 is hereby made a part of the Contract Documents to the same extent as though it were originally included therein, and shall supersede anything contained in the Plans and Specifications with which it might conflict. **This Addendum shall be submitted with the bid. Failure to do so shall result in the bid being deemed non-responsive.**

This Addendum No. 1 consists of the following:

1. Delete the existing Bid Schedule in its entirety and replace with the revised Bid Proposal as attached.
2. Delete Plan Sheets 2, 3, 6, 7, 9, 10, 11, XS1, XS7, and XS10 in their entirety and replace them with the revised plan sheets as attached.
3. Quality control testing for the project will be the responsibility of the General Contractor.

All other provisions of the Plans and Specifications shall remain in full force and effect.

Shannon N Hanks

Shannon Hanks, P.E.
CEC Corporation
CA #32, Exp 06/30/22



CITY OF SHAWNEE
INDEPENDENCE STREET SIDEWALK IMPROVEMENTS -
N. KICKAPOO AVE. TO N. HARRISON AVE.

BID SCHEDULE

BASE BID					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
201(A)	CLEARING AND GRUBBING	AC	3.5		
202(A)	UNCLASSIFIED EXCAVATION	CY	1235		
221(C)	TEMPORARY SEDIMENT FILTER	EA	11		
230(A)	SOLID SLAB SODDING	SY	1519		
240(A)	REMOVING TREES 6" TO 12" IN DIAMETER	EA	1		
240(A)	REMOVING TREES 13" TO 18" IN DIAMETER	EA	1		
240(A)	REMOVING TREES 19" TO 24" IN DIAMETER	EA	2		
303(A)	AGGREGATE BASE TYPE A	CY	581		
310(B)	SUBGRADE METHOD B	SY	2048		
325	SEPARATOR FABRIC	SY	3524		
411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	9		
411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	4		
414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	305		
509(B)	CLASS A CONCRETE	CY	1.5		
511(A)	REINFORCING STEEL	LB	85		
414(G)	P.C. CONCRETE FOR PAVEMENT	CY	59		
609(A)	CONCRETE CURB (6" INTEGRAL)	LF	74		
609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	LF	92		
609(C)	HEADER CURB (LESS THAN 18")	LF	531		

BASE BID					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
610(A)	4" CONCRETE SIDEWALK	SY	1755		
610(A)	6" CONCRETE SIDEWALK	SY	409		
610(A)	4" DECORATIVE CONCRETE SIDEWALK	SY	90		
610(B)	CONCRETE DRIVEWAY (6" H.E.S.)	SY	1166		
610(I)	TACTILE WARNING DEVICE	SF	312		
612(A)	MANHOLES ADJUSTED TO GRADE	EA	1		
612(E)	VALVE BOX ADJUSTED TO GRADE	EA	3		
612(F)	METER BOX ADJUSTED TO GRADE	EA	15		
619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTION	LSUM	1		
619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	28		
619(B)	REMOVAL OF CONCRETE PAVEMENT	SY	394		
619(B)	REMOVAL OF DRIVEWAY	SY	1213		
619(B)	REMOVAL OF SIDEWALK	SY	277		
619(B)	REMOVAL OF CURB AND GUTTER	LF	455		
619(B)	REMOVAL OF FENCE	LF	64		
624(E)	FENCE, STYLE CLF	LF	48		
641	MOBILIZATION	EA	1		
642	CONSTRUCTION STAKING	EA	1		
805(D)	(PL) REMOVE & RESET GROUND MOUNTED SIGN	EA	3		
850(A)	SHEET ALUMINUM SIGNS	SF	52		
851(B)	2-1/2" @5.79 GALV. STL. PIPE POST	LF	81		
855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	LF	729		

BASE BID					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1		
SPECIAL	ADJUST TELEPHONE VAULT TO GRADE	EA	2		
SPECIAL	FIRE HYDRANT RELOCATION	LSUM	1		
BASE BID TOTAL					

ADD ALTERNATE 1 - CONSTRUCT SIDEWALK WITHIN RAILROAD RIGHT-OF-WAY (STA. 51+18 TO 53+50)					
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	BID AMOUNT
202(A)	UNCLASSIFIED EXCAVATION	CY	47		
230(A)	SOLID SLAB SODDING	SY	114		
303(A)	AGGREGATE BASE TYPE A	CY	25		
310(B)	SUBGRADE METHOD B	SY	76		
325	SEPARATOR FABRIC	SY	134		
411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	9		
411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	5		
610(A)	4" CONCRETE SIDEWALK	SY	102		
610(A)	6" CONCRETE SIDEWALK	SY	37		
612(F)	METER BOX ADJUSTED TO GRADE	EA	1		
619(B)	REMOVAL OF ASPHALT PAVEMENT	SY	76		
ADD ALTERNATE 1 TOTAL					

TOTAL BASE BID =	
TOTAL BASE BID + ADD ALTERNATE 1 =	

BASE BID					
ITEM NO.	SPEC. NO.	DESCRIPTION	PAY ITEM NOTES	UNIT	QUANTITY
1	201(A)	CLEARING AND GRUBBING	-	AC	3.5
2	202(A)	UNCLASSIFIED EXCAVATION	-	CY	1,235
3	221(C)	TEMPORARY SEDIMENT FILTER	(R-8)	EA	11
4	230(A)	SOLID SLAB SODDING	(R-6)(R-7)	SY	1,519
5	240(A)	REMOVING TREES 6" TO 12" IN DIAMETER	-	EA	1
6	240(A)	REMOVING TREES 13" TO 18" IN DIAMETER	-	EA	1
7	240(A)	REMOVING TREES 19" TO 24" IN DIAMETER	-	EA	2
8	303(A)	AGGREGATE BASE TYPE A	-	CY	581
9	310(B)	SUBGRADE METHOD B	-	SY	2,048
10	325	SEPARATOR FABRIC	-	SY	3,524
11	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	(R-22)(R-25)	TON	9
12	411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	(R-22)(R-25)	TON	4
13	414(A)	P.C. CONCRETE PAVEMENT (PLACEMENT)	-	SY	305
14	509(B)	CLASS A CONCRETE	6	CY	1.5
15	511(A)	REINFORCING STEEL	6	LB	85
16	414(G)	P.C. CONCRETE FOR PAVEMENT	-	CY	59
17	609(A)	CONCRETE CURB (6" INTEGRAL)	-	LF	74
18	609(B)	COMBINED CURB AND GUTTER (6" BARRIER)	-	LF	92
19	609(C)	HEADER CURB (LESS THAN 18")	1	LF	531
20	610(A)	4" CONCRETE SIDEWALK	-	SY	1,755
21	610(A)	6" CONCRETE SIDEWALK	-	SY	409
22	610(A)	4" DECORATIVE CONCRETE SIDEWALK	3	SY	90
23	610(B)	CONCRETE DRIVEWAY (6" H.E.S.)	-	SY	1,166
24	610(I)	TACTILE WARNING DEVICE	-	SF	312
25	612(A)	MANHOLES ADJUSTED TO GRADE	-	EA	1
26	612(E)	VALVE BOX ADJUSTED TO GRADE	-	EA	3
27	612(F)	METER BOX ADJUSTED TO GRADE	-	EA	15
28	619(A)	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	(R-37)(R-38)	LSUM	1
29	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-38)(R-39)	SY	28
30	619(B)	REMOVAL OF CONCRETE PAVEMENT	(R-38)(R-39)	SY	394
31	619(B)	REMOVAL OF DRIVEWAY	(R-38)(R-39)	SY	1,213
32	619(B)	REMOVAL OF SIDEWALK	(R-38)(R-39)	SY	277
33	619(B)	REMOVAL OF CURB AND GUTTER	(R-38)(R-39)	LF	455
34	619(B)	REMOVAL OF FENCE	(R-38)(R-39)	LF	64
35	624(E)	FENCE, STYLE CLF	(R-41)	LF	48
36	641	MOBILIZATION	-	EA	1
37	642	CONSTRUCTION STAKING	-	EA	1
38	805(D)	(PL) REMOVE & RESET GROUND MOUNTED SIGNS	-	EA	3
39	850(A)	SHEET ALUMINUM SIGNS	-	SF	52
40	851(B)	2-1/2" @5.79 GALV. STL. PIPE POST	2	LF	81
41	855(A)	TRAFFIC STRIPE (PLASTIC) (24" WIDE)	-	LF	729
42	880(J)	CONSTRUCTION TRAFFIC CONTROL	4	LSUM	1
43	SPECIAL	ADJUST TELEPHONE VAULT TO GRADE	-	EA	2
44	SPECIAL	FIRE HYDRANT RELOCATION	5	LSUM	1

ADD-ALTERNATE - CONSTRUCT SIDEWALK WITHIN RAILROAD RIGHT-OF-WAY (STA. 51+18 TO 53+50)					
ITEM	SPEC.	DESCRIPTION	PAY ITEM	UNIT	QUANTITY
A1	202(A)	UNCLASSIFIED EXCAVATION	-	CY	47
A2	230(A)	SOLID SLAB SODDING	(R-6)(R-7)	SY	114
A3	303(A)	AGGREGATE BASE TYPE A	-	CY	25
A4	310(B)	SUBGRADE METHOD B	-	SY	76
A5	325	SEPARATOR FABRIC	-	SY	134
A6	411(B)	SUPERPAVE, TYPE S3 (PG 64-22 OK)	(R-22)(R-25)	TON	9
A7	411(B)	SUPERPAVE, TYPE S4 (PG 64-22 OK)	(R-22)(R-25)	TON	5
A8	610(A)	4" CONCRETE SIDEWALK	-	SY	102
A9	610(A)	6" CONCRETE SIDEWALK	-	SY	37
A10	612(F)	METER BOX ADJUSTED TO GRADE	-	EA	1
A11	619(B)	REMOVAL OF ASPHALT PAVEMENT	(R-38)(R-39)	SY	76

PAY QUANTITY NOTES

- (R-6) FOR 230(A) PRICE BID TO INCLUDE COST OF 10-20-10 FERTILIZER, ESTIMATED AT_200 POUNDS PER 1,000 SQUARE YARDS.
- (R-7) FOR 230(A) PRICE BID TO INCLUDE COST OF WATERING, ESTIMATED AT 80 GALLONS PER SQUARE YARD.
- (R-8) PRICE BID TO INCLUDE COST OF ALL NECESSARY MAINTENANCE, MAINTAINING DEVICE IN PROPER UPRIGHT POSITION, REMOVAL OF DEVICE, AND REMOVAL OF SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE DEVICE.
- (R-22) PRICE BID TO INCLUDE COST OF 18 GALLONS OF TACK COAT, MEETING THE REQUIREMENTS OF SECTION 407 OF THE STANDARD SPECIFICATIONS.
- (R-25) ESTIMATED AT 112 LBS. PER SQ. YD. PER 1" THICK.
- (R-37) INCLUDES REMOVAL OF ALL EXISTING ROADWAY DRAINAGE STRUCTURES, HEADWALLS (UNLESS OTHERWISE SPECIFIED), INLETS, FENCES, AND OTHER STRUCTURES WITHIN THE RIGHT OF WAY.
- (R-38) TO BECOME THE PROPERTY OF AND BE DISPOSED OF BY THE CONTRACTOR IN A MANNER APPROVED BY THE ENGINEER.
- (R-39) MATERIALS REMOVED SHALL NOT BE MEASURED FOR PAYMENT UNDER SECTION 202.06 UNCLASSIFIED EXCAVATION.
1. THIS ITEM SHALL INCLUDE THE COST OF THE CONCRETE, REINFORCING STEEL, AND THICKENED CONCRETE EDGE.
2. PRICE BID TO INCLUDE THE COSTS OF ALL CONCRETE AND STEEL REQUIRED FOR POLE FOOTING.
3. STAMPED CONCRETE SIDEWALK SHALL BE INSTALLED WITH RUNNING BOND BRICK PATTERN. COLOR SHALL BE INTEGRAL AND MATCH HUE WITH FEDERAL STANDARD AMS-595 # 21105 (RED), OR APPROVED EQUAL. PAINTING OF STAMPED CONCRETE IS PROHIBITED AND WILL RESULT IN REJECTION OF WORK PRODUCT.
4. TRAFFIC CONTROL TO INCLUDE ADVANCED WARNING AND BARRICADES, BARRELS, CONES, ECT. AS NEEDED TO PROTECT DAILY OPERATIONS. ALL LANES TO BE OPEN TO THROUGH TRAFFIC AT THE END OF EACH DAY.
5. PRICE BID TO INCLUDE CLOSING EXISTING FIRE HYDRANT BRANCH VALVE, REMOVING EXISTING HYDRANT, EXTENDING HYDRANT BRANCH, AND REINSTALLATION OF EXISTING HYDRANT.
6. QUANTITIES FOR USE IN CONSTRUCTION OF STAIRS.
- GENERAL CONSTRUCTION NOTES
- (G-1) IN ACCORDANCE WITH THE OKLAHOMA UNDERGROUND FACILITIES DAMAGE PREVENTION ACT THE CONTRACTOR SHALL NOTIFY THE OKLAHOMA ONE-CALL SYSTEM, INC. 48 HOURS PRIOR TO BEGINNING EXCAVATION. OKLAHOMA ONE-CALL SYSTEM, INC. "CALL OKIE" 1-800-522-6543 OR 811
- (G-2) THIS PROJECT SHALL BE CONSTRUCTED WITHOUT CLOSING THE EXISTING ROAD TO LOCAL AND THROUGH TRAFFIC. SEE STANDARD SPECIFICATIONS FOR MAINTENANCE OF LOCAL AND THROUGH TRAFFIC.
- (G-3) MAINTENANCE OF THROUGH TRAFFIC INCLUDES THE MAINTENANCE OF THE EXISTING ROAD IN CLOSE PROXIMITY TO THE NEW CONSTRUCTION AS SHOWN ON THE PLANS.
- (G-11) THE CONTRACTOR SHALL NOT WASTE ANY EXCESS EXCAVATION UNTIL ALL PLANNED EMBANKMENTS AND BACKFILLS ARE COMPLETED. EXCESS UNCLASSIFIED EXCAVATION MATERIAL DETERMINED BY THE ENGINEER TO BE SUITABLE FOR BACKFILL SHALL BE USED TO REDUCE ANY UNCLASSIFIED BORROW NEEDED. COST OF SECOND HANDLING SHALL BE INCLUDED IN OTHER ITEMS OF WORK. ANY REMAINING EXCESS EXCAVATION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND BE DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER.
- (G-25) AT THE BEGINNING OF TURFING OPERATIONS, ANY AREAS INCLUDED IN PLANNED QUANTITIES THAT HAVE GROWN A SATISFACTORY VOLUNTEER TURF OF PERENNIAL GRASS, AS DETERMINED BY THE ENGINEER, SHALL BE FERTILIZED AND WATERED AS CALLED FOR ON THE PLANS, BUT SHALL NOT BE SEEDED, SODDED, OR SPRIGGED.
- (G-38) PRIOR TO FINAL ACCEPTANCE, ALL EXPOSED CURB SURFACES SHALL BE CLEANED OF ALL DISCOLORATION SUCH AS ASPHALT STAIN, TIRE MARKS, OR OTHER DISFIGUREMENT.
- (G-40) ALL FEATURES OF THIS PROJECT INCLUDING, BUT NOT LIMITED TO, PATHS, SIDEWALKS, CURB RAMPS, AND CROSSWALK MARKINGS WILL COMPLY WITH PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), PUBLISHED JULY 26, 2011. WHERE SPECIAL LIMITATIONS OF EXISTING FEATURES WITHIN THE LIMITS OF THE PROJECT PREVENT FULL COMPLIANCE WITH PROWAG, THE CONTRACTOR WILL IMMEDIATELY NOTIFY THE ENGINEER UPON DISCOVERY OF SUCH FEATURES. THE CONTRACTOR WILL NOT PROCEED WITH ANY OF THE WORK, WHICH IS NOT IN FULL COMPLIANCE WITH PROWAG, WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. ANY WORK WHICH IS NOT PERFORMED WITHIN THE GUIDELINES OF PROWAG FOR WHICH THE CONTRACTOR DOES NOT HAVE WRITTEN APPROVAL WILL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.
- (G-41) THE CROSS SLOPE FOR PATHS, SIDEWALKS, AND RAMPS WITHIN THE LIMITS OF AN ACCESSIBLE ROUTE WILL NOT EXCEED 1:50 OR 2%.
- (G-42) RAMP LONGITUDINAL SLOPES WILL NOT EXCEED 1:12 OR 8.33%.
- (G-43) THE CONTINUOUS PATH'S CROSS SLOPE WILL NOT EXCEED 2% THROUGH DRIVEWAYS. SEE DRIVEWAY DETAIL ON ODOT ROADWAY STANDARD WCR-4 AND SPECIAL DRIVEWAY DETAILS.
- (G-44) SIDEWALK AND RAMP LOCATIONS HAVE BEEN DEPICTED WITHOUT KNOWLEDGE OF ULTIMATE UTILITY STRUCTURE LOCATIONS. LOCATIONS WILL BE ADJUSTED TO AVOID ABOVE GRADE UTILITY STRUCTURES SUCH AS UTILITY POLES, RISERS, GUY ANCHORS, AND OTHER ABOVE GRADE APPURTENANCES. NO SUCH STRUCTURES WILL BE ALLOWED WITH THE 'PEDESTRIAN ACCESS ROUTE' AS DEFINED BY PROWAG.



CEC CORPORATION
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COW 12, EXPIRES 2024-06-30
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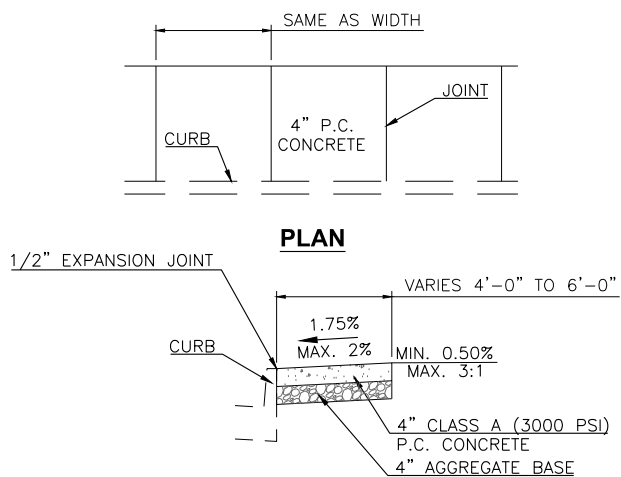
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
PAY ITEMS & NOTES

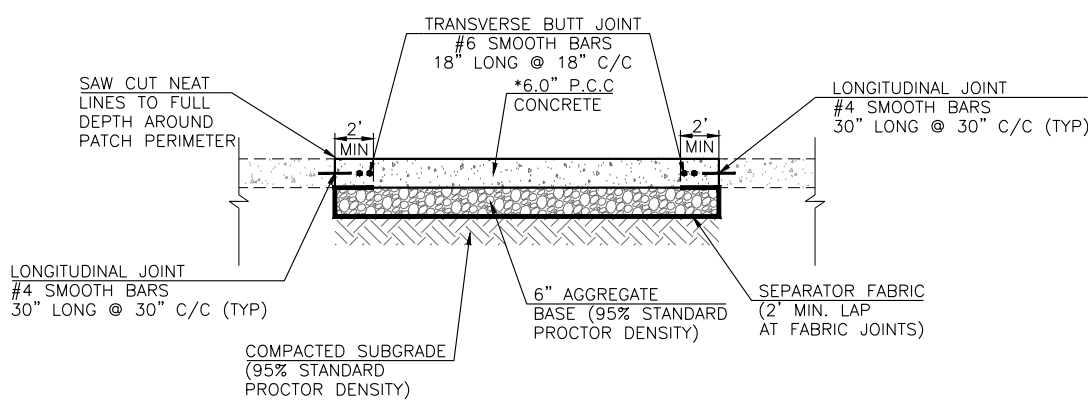
SHEET
2

PLOT DATE: Wednesday, November 10, 2021 7:35:21 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011.TYPICAL SECTIONS.DWG

DETAILS FOR SIDEWALK LOCATED AT CURB



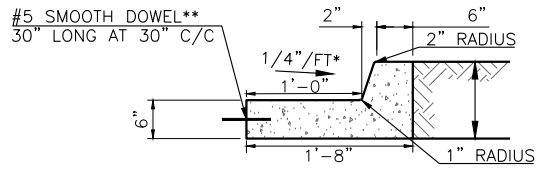
- NOTES:
- 1/2" X 4" PREMOLDED EXPANSION MATERIAL AROUND POWER POLES OR OTHER STRUCTURES IN WALK, WITH AT LEAST 36" OF CLEAR TRAVEL SPACE.
 - EXPANSION JOINTS MAXIMUM DISTANCE = 100', USE 1/2" X 4" PREMOLDED EXPANSION MATERIAL
 - TRANSVERSE CONTRACTION JOINTS MAXIMUM DISTANCE = 5', SAW CUT OR TOOL 1-1/4" DEEP.
 - SAW CUT JOINTS WITHIN 24 HOURS
 - USE 1/2" X 4" PREMOLDED EXPANSION JOINT AT CURB



CONCRETE PARKING LOT REPLACEMENT

*MATCH EXISTING THICKNESS IF GREATER THAN 6 INCHES
SUBGRADE METHOD B, AGGREGATE BASE, AND SEPARATOR FABRIC SHALL BE PAID FOR AS SEPARATE ITEMS.

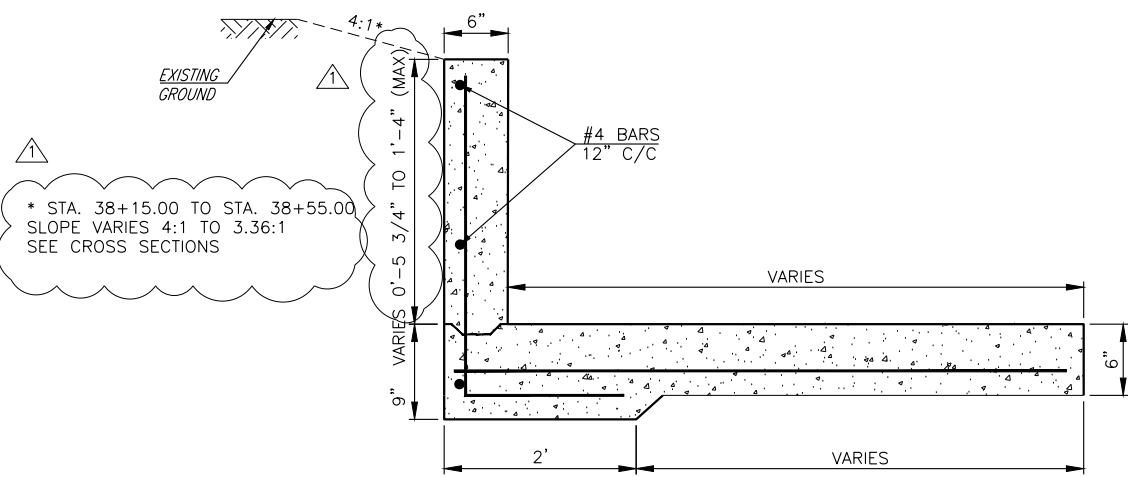
STA. 23+16.97 TO STA. 24+57.46



CURB AND GUTTER DETAIL

BARRIER CURB - HEIGHT VARIES (MATCH EXISTING)

**DOWEL BARS ONLY REQUIRED IN CONCRETE PAVEMENT SECTIONS

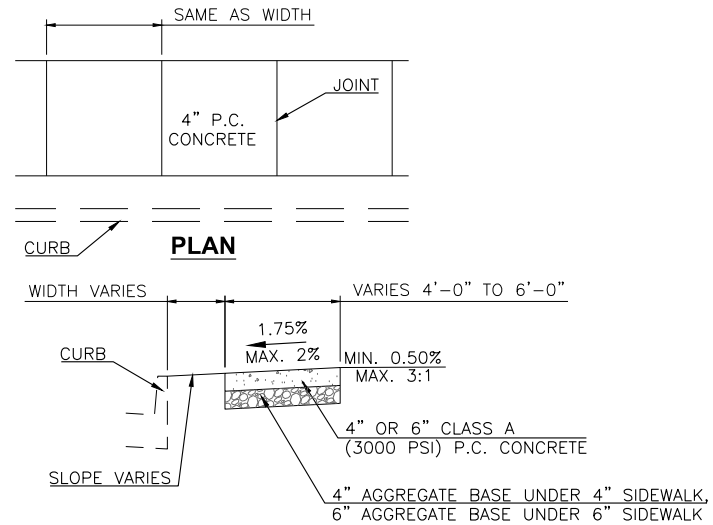


SIDEWALK WITH HEADER CURB

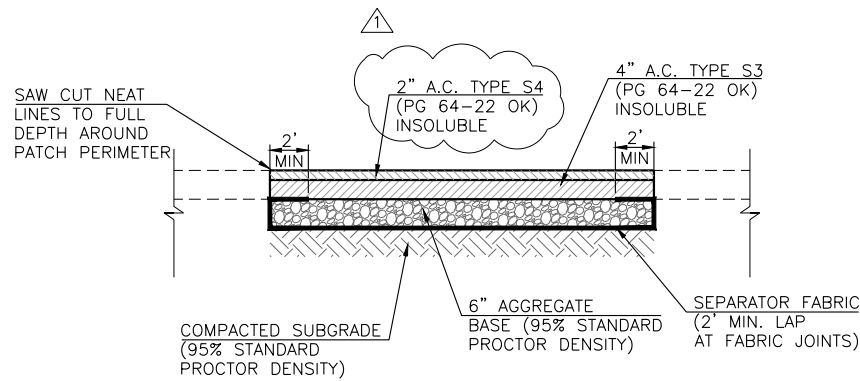
N.T.S.

SEE SHEET AND PLAN SHEETS FOR LOCATION DETAILS

DETAILS FOR SIDEWALK LOCATED AWAY FROM CURB



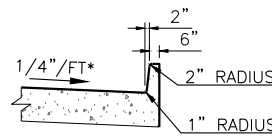
- NOTES:
- PLACE 1/2" PREMOLDED EXPANSION MATERIAL AROUND POWER POLES OR OTHER STRUCTURES IN WALK, WITH AT LEAST 36" OF CLEAR TRAVEL SPACE.
 - EXPANSION JOINTS MAXIMUM DISTANCE = 100', USE 1/2" X 4" PREMOLDED EXPANSION MATERIAL.
 - TRANSVERSE CONTRACTION JOINTS MAXIMUM DISTANCE = 5', SAW CUT OR TOOL 1/4" DEEP.
 - SAW CUT JOINTS WITHIN 24 HOURS.



ASPHALT PARKING LOT REPLACEMENT

*MATCH EXISTING THICKNESS IF GREATER THAN 6 INCHES
SUBGRADE METHOD B, AGGREGATE BASE, AND SEPARATOR FABRIC SHALL BE PAID FOR AS SEPARATE ITEMS.

STA. 52+62.25 TO STA. 53+33.57



INTEGRAL CURB DETAILS

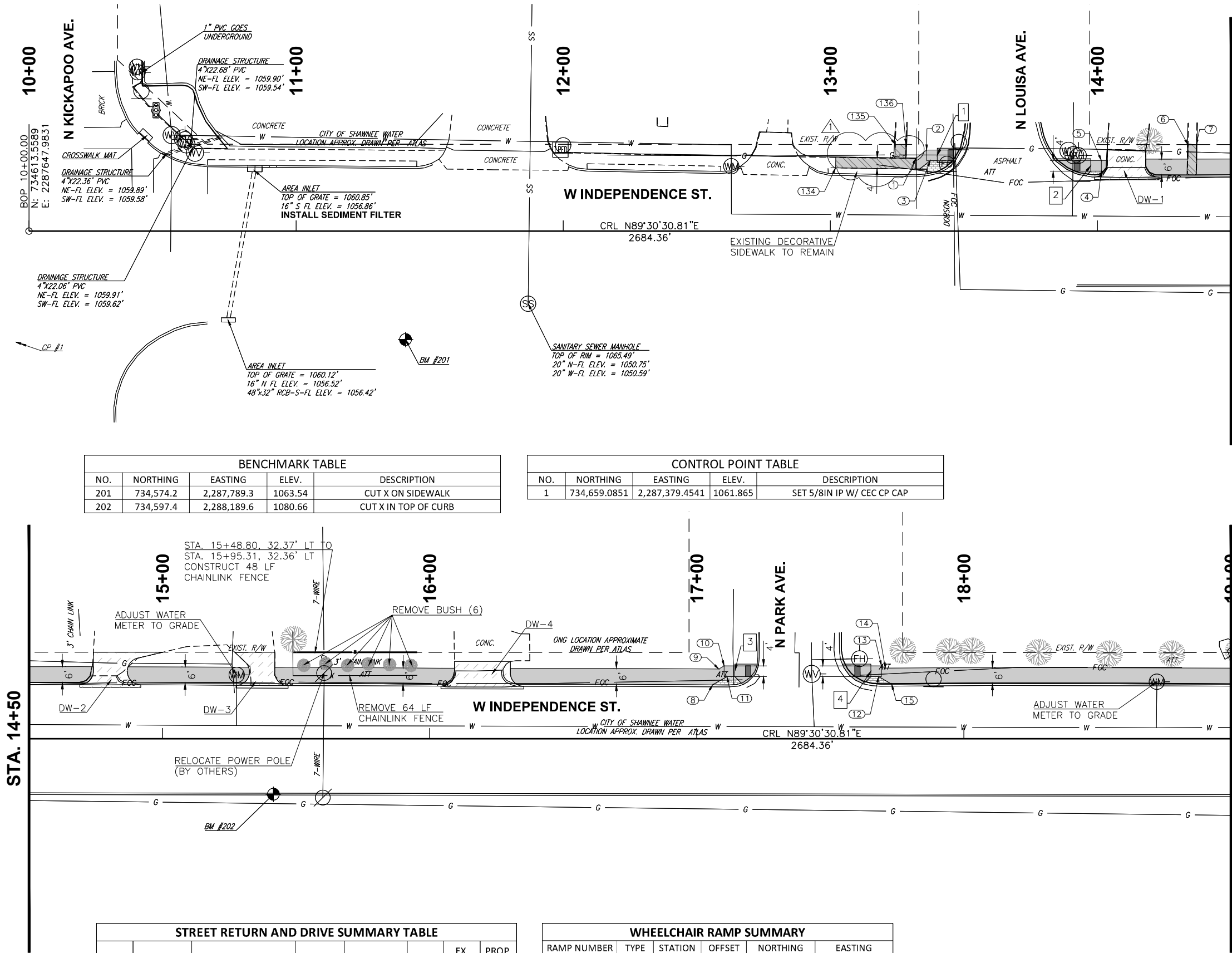
BARRIER CURB - HEIGHT VARIES (MATCH EXISTING)



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SUBMITTAL:	SIGNED AND SEALED PLANS	REVISION HISTORY			
		NO.	DESCRIPTION	DATE	
DATE: 10/19/2021	DESIGNED BY: ISNH	1	ADDENDUM 1	11/10/21	
PROJECT NO:	DRAWN BY: JLC				
APPROVED BY: ISNH	AS SHOWN				
SCALE:					

PLOT DATE: Wednesday, November 10, 2021 7:35:39 AM N:\PRODUCT\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 - SIDEWALK PLAN.DWG



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
201	734,574.2	2,287,789.3	1063.54	CUT X ON SIDEWALK
202	734,597.4	2,288,189.6	1080.66	CUT X IN TOP OF CURB

CONTROL POINT TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
1	734,659.0851	2,287,379.4541	1061.865	SET 5/8IN IP W/ CEC CP CAP

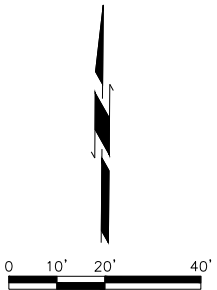
STREET RETURN AND DRIVE SUMMARY TABLE							
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE (%)
		EXIST.	PROP.				
1	14+10.91	CONCRETE	CONCRETE	15 X 11	5	20	13.78
2	14+80.43	GRAVEL	CONCRETE	26 X 14	5	24	12.37
3	15+37.26	GRAVEL	CONCRETE	15 X 14	5	19	7.86
4	16+19.76	CONCRETE	CONCRETE	21 X 11	5	27	9.66
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED							

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
1	B	13+40.02	28.32' LT	734,644.79	2,287,987.75
2	AB	13+97.44	24.44' LT	734,641.41	2,288,045.20
3	AB	17+14.22	25.25' LT	734,644.94	2,288,361.96
4	AB	17+65.15	25.25' LT	734,645.37	2,288,412.89

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION

LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
1	734643.6227	2287979.7561
2	734646.7556	2287983.7312
3	734642.7675	2287985.1330
4	734639.4424	2288049.2151
5	734643.4422	2288049.1808
6	734649.5633	2288081.6021
7	734649.5279	2288084.6754
8	734639.7373	2288353.6643
9	734645.7427	2288355.9798
10	734646.9011	2288357.9469
11	734642.9104	2288359.0530
12	734643.3975	2288415.8375
13	734647.4065	2288416.8750
14	734646.5821	2288418.3317
15	734646.6187	2288426.7473
134	734639.7984	2287949.7400
135	734648.7634	2287972.0259
136	734648.7964	2287975.9842



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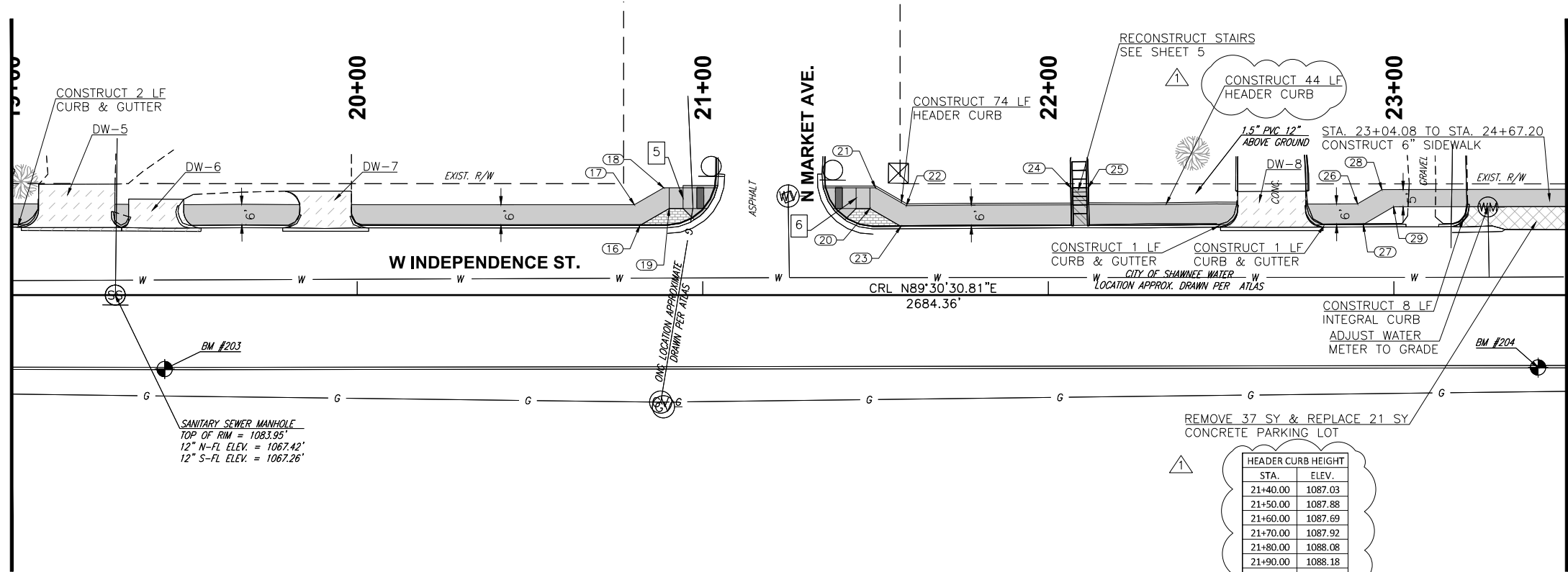
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(1 OF 6)

SHEET
6

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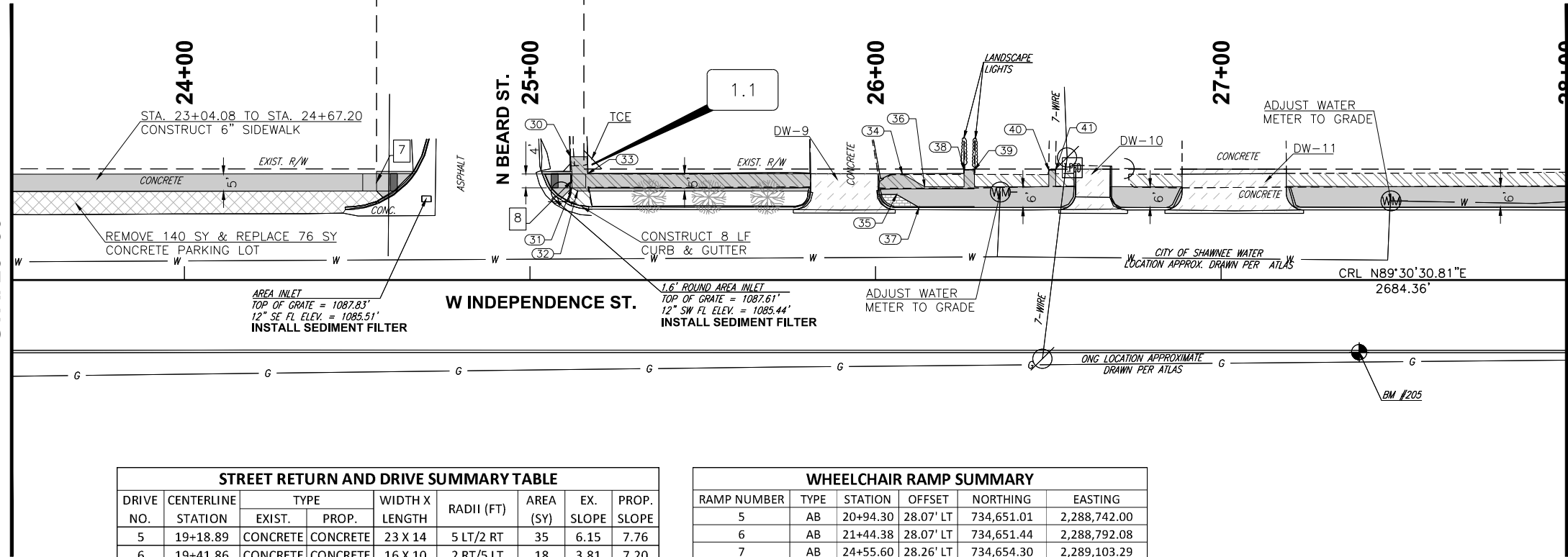
STA. 19+00
SEE SHEET 6



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
203	734,600.2	2,288,592.4	1083.91	CUT X IN TOP OF CURB
204	734,604.1	2,288,989.8	1087.78	CUT X IN TOP OF CURB
205	734,607.6	2,289,388.0	1085.17	CUT X IN TOP OF CURB

HEADER CURB HEIGHT	
STA.	ELEV.
21+40.00	1087.03
21+50.00	1087.88
21+60.00	1087.69
21+70.00	1087.92
21+80.00	1088.08
21+90.00	1088.18
22+00.00	1088.27
22+20.00	1088.60
22+30.00	1088.73
22+40.00	1088.77
22+50.00	1088.48

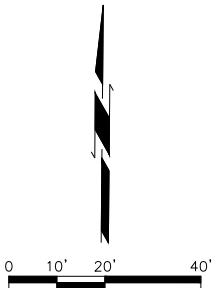
STA. 23+50



STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
		EXIST.	PROP.					
5	19+18.89	CONCRETE	CONCRETE	23 X 14	5 LT/2 RT	35	6.15	7.76
6	19+41.86	CONCRETE	CONCRETE	16 X 10	2 RT/5 LT	18	3.81	7.20
7	19+90.89	CONCRETE	CONCRETE	20 X 12	5	23	7.25	12.26*
8	22+64.63	CONCRETE	CONCRETE	20 X 12	5	28	3.37	6.72
9	25+90.96	CONCRETE	CONCRETE	20 X 12	5	28	9.68	13.66*
10	26+62.94	CONCRETE	CONCRETE	10 X 13	5	17	9.16	8.64
11	27+03.78	CONCRETE	CONCRETE	31 X 13	5	46	11.26	10.68*
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED								

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
5	AB	20+94.30	28.07' LT	734,651.01	2,288,742.00
6	AB	21+44.38	28.07' LT	734,651.44	2,288,792.08
7	AB	24+55.60	28.26' LT	734,654.30	2,289,103.29
8	AB	25+12.13	28.70' LT	734,655.23	2,289,159.81

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
16	734643.0054	2288729.5846
17	734648.9915	2288727.9256
18	734653.9640	2288736.3700
19	734647.9780	2288738.0291
20	734648.4761	2288796.1032
21	734654.4897	2288797.6593
22	734649.4049	2288806.6434
23	734643.3785	2288805.1100
24	734654.9224	2288854.2246
25	734655.0418	2288859.2163
26	734651.0335	2288937.1854
27	734645.0567	2288938.8773
28	734655.2204	2288944.2070
29	734650.2538	2288947.5932
30	734662.2283	2289159.3353
31	734653.2322	2289159.8298
32	734652.2963	2289161.4835
33	734657.3215	2289164.3672
34	734658.1098	2289255.3805
35	734652.0962	2289253.8243
36	734654.4140	2289261.9105
37	734648.4024	2289260.3509
38	734659.4018	2289273.2552
39	734659.3971	2289276.2348
40	734659.5467	2289297.7637
41	734659.5214	2289299.7534

CEC CORPORATION
11501 EAST 10TH STREET, SUITE 100
TULSA, OKLAHOMA 74117
WWW.CECOK.COM
STATE OF OK CERTIFICATE OF AUTHORIZATION
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INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

REVISION HISTORY

NO.	DESCRIPTION	DATE
1	ADDENDUM 1	11/10/21

SIGNED AND SEALED PLANS

SUBMITTAL:	DATE:	DESIGNED BY:	DRAWN BY:	APPROVED BY:	SCALE:
	10/19/2021	SNH	JLC	SNH	AS SHOWN

SHEET NAME

SIDEWALK PLAN
(2 OF 6)

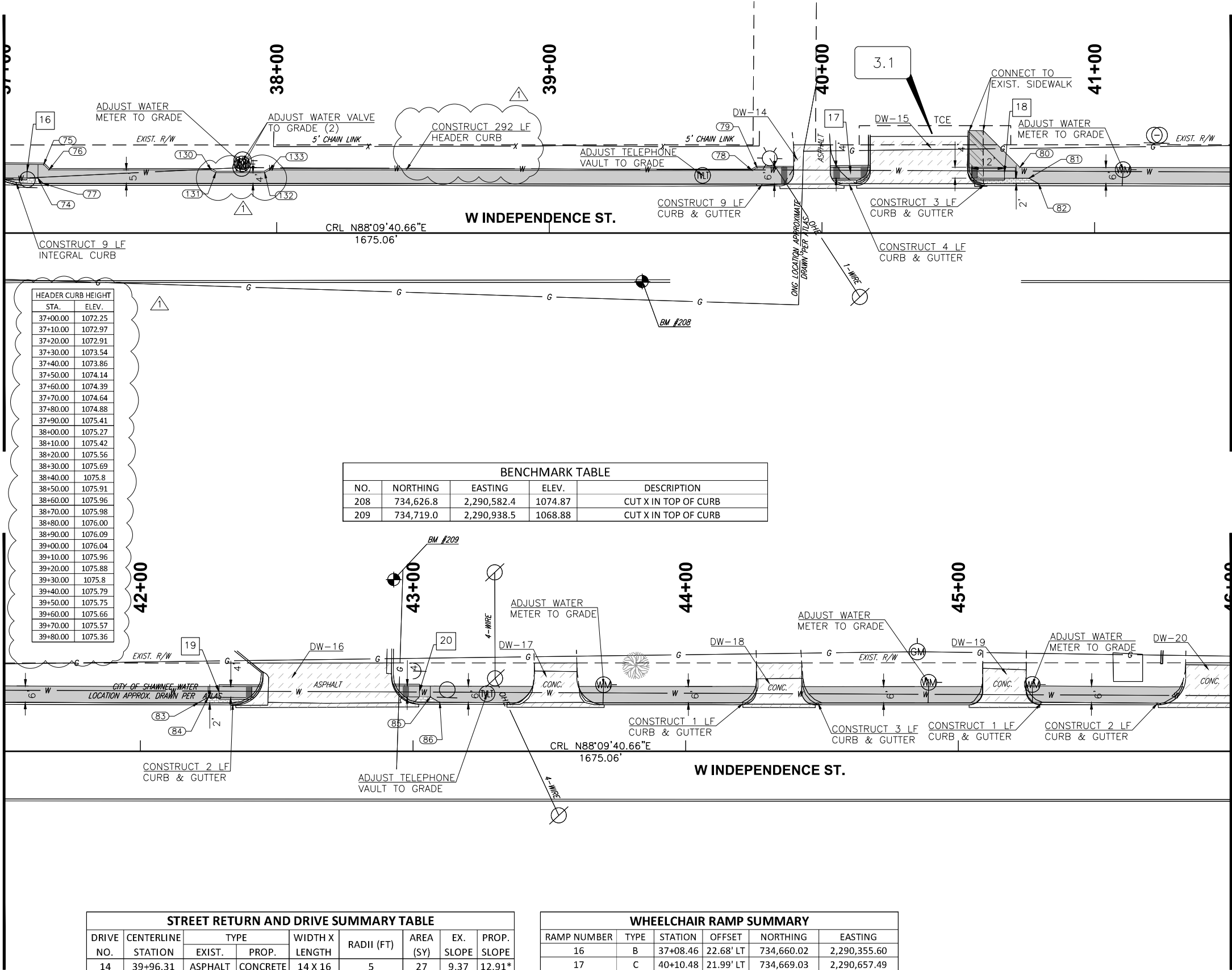
SHEET
7

PLOT DATE: Wednesday, November 10, 2021 7:35:50 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 - SIDEWALK PLAN.DWG

STA. 37+00
SEE SHEET 8

STA. 41+50

STA. 46+00
SEE SHEET 10



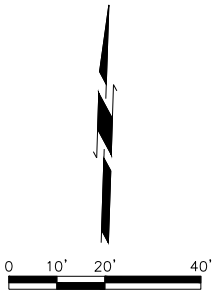
HEADER CURB HEIGHT	
STA.	ELEV.
37+00.00	1072.25
37+10.00	1072.97
37+20.00	1072.91
37+30.00	1073.54
37+40.00	1073.86
37+50.00	1074.14
37+60.00	1074.39
37+70.00	1074.64
37+80.00	1074.88
37+90.00	1075.41
38+00.00	1075.27
38+10.00	1075.42
38+20.00	1075.56
38+30.00	1075.69
38+40.00	1075.8
38+50.00	1075.91
38+60.00	1075.96
38+70.00	1075.98
38+80.00	1076.00
38+90.00	1076.09
39+00.00	1076.04
39+10.00	1075.96
39+20.00	1075.88
39+30.00	1075.8
39+40.00	1075.79
39+50.00	1075.75
39+60.00	1075.66
39+70.00	1075.57
39+80.00	1075.36

BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
208	734,626.8	2,290,582.4	1074.87	CUT X IN TOP OF CURB
209	734,719.0	2,290,938.5	1068.88	CUT X IN TOP OF CURB

STREET RETURN AND DRIVE SUMMARY TABLE							
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE
		EXIST.	PROP.				
14	39+96.31	ASPHALT	CONCRETE	14 X 16	5	27	9.37
15	40+35.63	CONCRETE	CONCRETE	36 X 19	5	78	6.99
16	42+68.56	ASPHALT	CONCRETE	52 X 17	10	93	6.20
17	43+52.28	CONCRETE	CONCRETE	16 X 17	10	36	10.25
18	44+34.25	CONCRETE	CONCRETE	17 X 17	5	33	11.22
19	45+16.93	CONCRETE	CONCRETE	16 X 17	5	32	8.94
20	45+91.72	CONCRETE	CONCRETE	17 X 17	10	38	14.85
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED							

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
16	B	37+08.46	22.68' LT	734,660.02	2,290,355.60
17	C	40+10.48	21.99' LT	734,669.03	2,290,657.49
18	AB	40+66.92	22.10' LT	734,670.95	2,290,713.90
19	B	42+28.85	21.78' LT	734,675.82	2,290,875.75
20	AB	43+02.35	21.94' LT	734,678.34	2,290,949.22

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND

PROPOSED SIDEWALK

PROPOSED STAMPED SIDEWALK

SIDEWALK TO BE REMOVED

PROPOSED DRIVEWAY

PROPOSED STREET RETURN

PARKING LOT REPLACEMENT

TACTILE WARNING DEVICE

1

WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
74	734657.6161	2290359.6562
75	734662.6617	2290361.6135
76	734660.7561	2290363.6074
77	734655.6898	2290361.6718
78	734668.8452	2290621.3512
79	734669.9447	2290623.1440
80	734673.1210	2290719.4897
81	734669.2266	2290722.9663
82	734667.3347	2290726.4906
83	734671.5609	2290868.2899
84	734673.6823	2290871.8083
85	734676.4508	2290953.2695
86	734674.5485	2290956.7882
130	734662.6702	2290423.0431
131	734661.7252	2290424.8058
132	734662.2904	2290442.6957
133	734663.3450	2290444.3950

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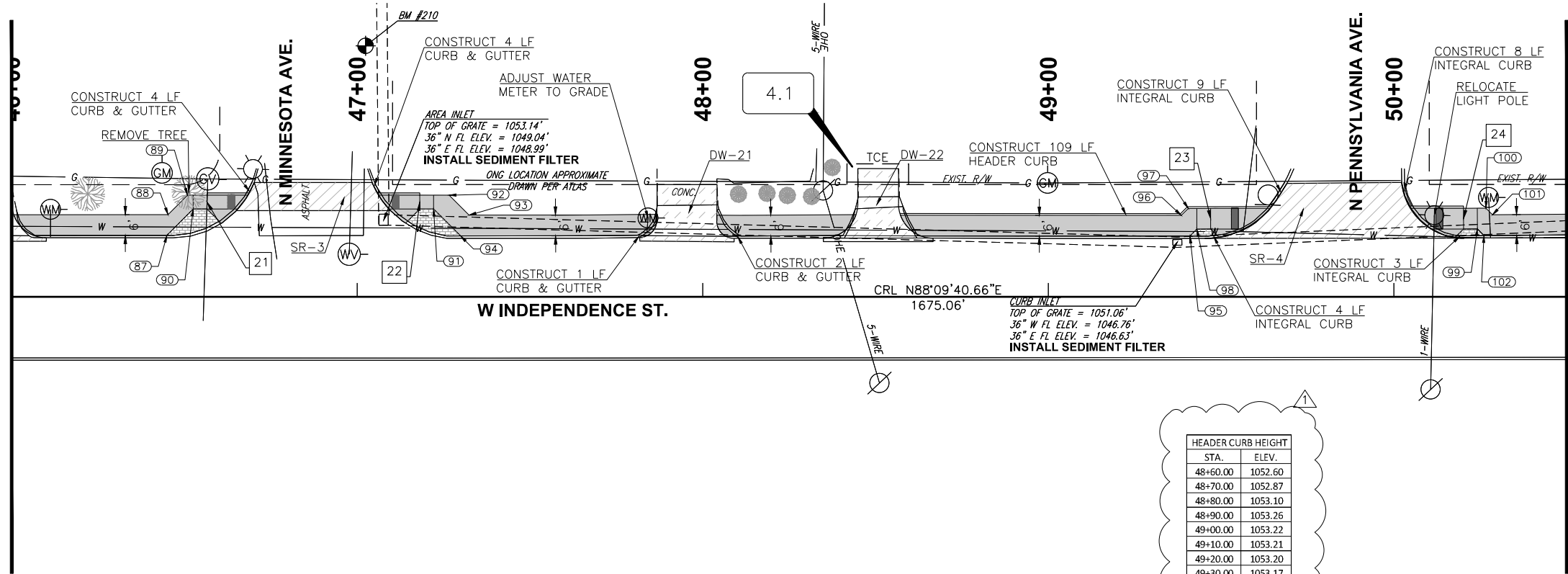
INDEPENDENCE STREET SIDEWALK
SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(4 OF 6)

SHEET
9

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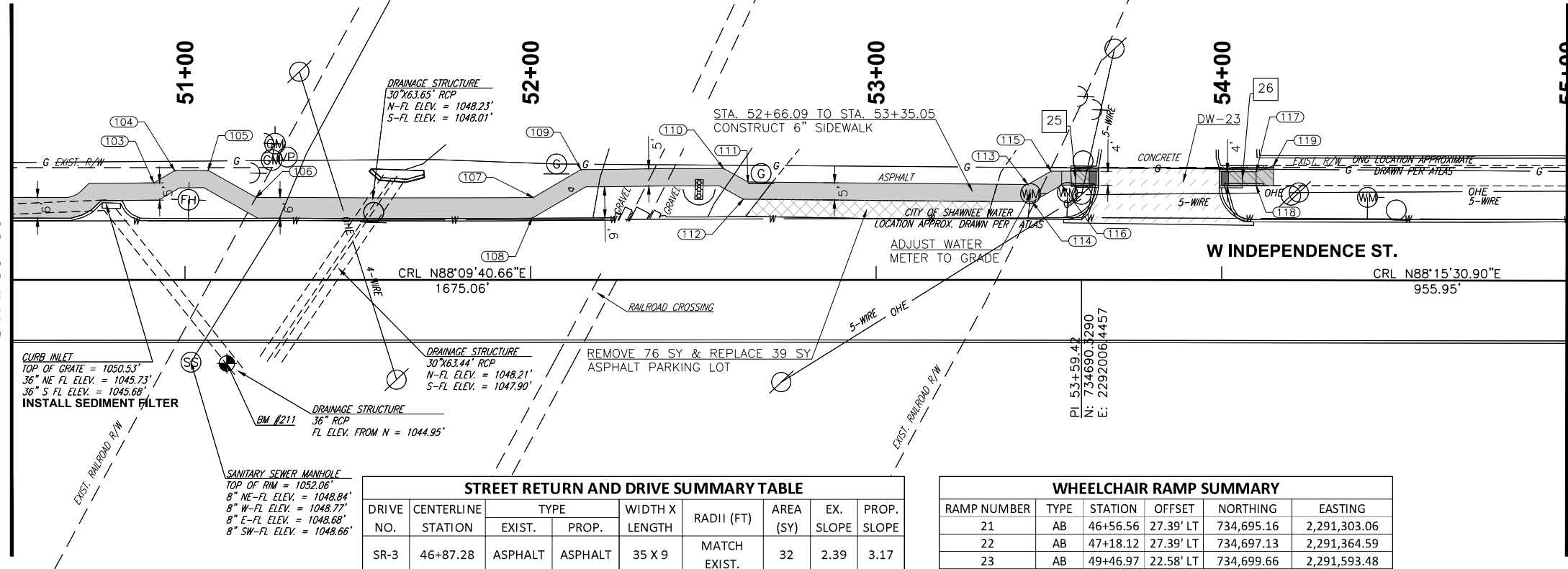
STA. 46+00
SEE SHEET 9



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
210	734,741.8	2,291,347.5	1054.44	CUT X IN TOP OF CURB
211	734,658.2	2,291,760.1	1051.39	FND X IN WING WALL

HEADER CURB HEIGHT	
STA.	ELEV.
48+60.00	1052.60
48+70.00	1052.87
48+80.00	1053.10
48+90.00	1053.26
49+00.00	1053.22
49+10.00	1053.21
49+20.00	1053.20
49+30.00	1053.17
49+40.00	1053.32
49+50.00	1053.04
49+60.00	1052.32

STA. 50+50



STREET RETURN AND DRIVE SUMMARY TABLE							
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE
		EXIST.	PROP.				
SR-3	46+87.28	ASPHALT	ASPHALT	35 X 9	MATCH EXIST.	32	2.39
21	47+95.47	CONCRETE	CONCRETE	18 X 17	5	34	9.96
22	48+50.77	CONCRETE	CONCRETE	12 X 22	10	35	10.69
SR-4	49+85.65	CONCRETE	CONCRETE	34 X 17	25 LT/18 RT	79	4.44
23	53+81.78	CONCRETE	CONCRETE	35 X 17	10	71	3.32
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED							

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
21	AB	46+56.56	27.39' LT	734,695.16	2,291,303.06
22	AB	47+18.12	27.39' LT	734,697.13	2,291,364.59
23	AB	49+46.97	22.58' LT	734,699.66	2,291,593.48
24	AB	50+20.13	22.61' LT	734,702.04	2,291,666.60
25	B	53+57.69	29.46' LT	734,719.72	2,292,003.77
26	B	54+05.93	29.41' LT	734,721.14	2,292,052.03

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION

0 10' 20' 40'

LEGEND	
	PROPOSED SIDEWALK
	PROPOSED STAMPED SIDEWALK
	SIDEWALK TO BE REMOVED
	PROPOSED DRIVEWAY
	PROPOSED STREET RETURN
	PARKING LOT REPLACEMENT
	TACTILE WARNING DEVICE
	WHEELCHAIR RAMP NUMBER

COORDINATE TABLE		
POINT NO.	NORTHING	EASTING
87	734685.1686	2291291.7550
88	734691.1768	2291291.9058
89	734696.9743	2291297.3426
90	734693.0295	2291299.1269
91	734695.2615	2291368.6565
92	734699.4034	2291373.0111
93	734693.8162	2291378.9689
94	734687.7364	2291376.6808
95	734694.4558	2291587.6380
96	734700.3671	2291584.9524
97	734702.4469	2291586.8988
98	734696.5325	2291589.5814
99	734699.1740	2291670.7011
100	734705.2530	2291672.9863
101	734703.4209	2291674.9441
102	734697.3266	2291672.6752
103	734709.7884	2291737.2426
104	734713.5441	2291743.1745
105	734713.9393	2291752.8457
106	734706.5053	2291767.0293
107	734709.1001	2291847.1333
108	734703.0896	2291846.9667
109	734717.6156	2291860.6803
110	734719.2770	2291901.8718
111	734715.5642	2291909.0592
112	734710.5360	2291907.8985
113	734717.4427	2291990.0435
114	734712.4662	2291991.5002
115	734721.5124	2291996.6380
116	734717.6042	2291999.8258
117	734723.2544	2292055.9730
118	734719.2561	2292056.0903
119	734725.2033	2292060.9180

STA. 55+00
SEE SHEET 11



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SUBMITTAL:	SIGNED AND SEALED PLANS	REVISION HISTORY	
		NO.	DESCRIPTION
DATE:	10/19/2021	1	ADDENDUM 1
DESIGNED BY:	SNH		
DRAWN BY:	JLC		
APPROVED BY:	SNH		
SCALE:	AS SHOWN		

INDEPENDENCE STREET SIDEWALK

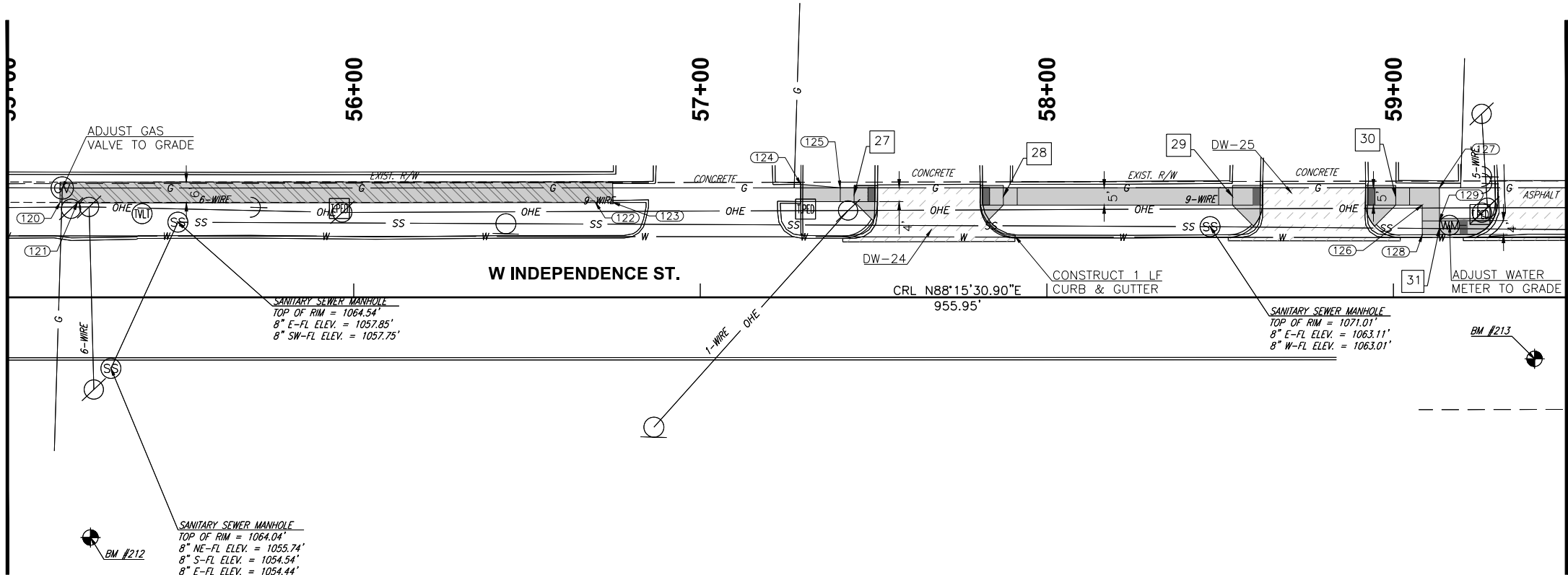
SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(5 OF 6)

SHEET
10

PLOT DATE: Wednesday, November 10, 2021 7:36:00 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011 - SIDEWALK PLAN.DWG

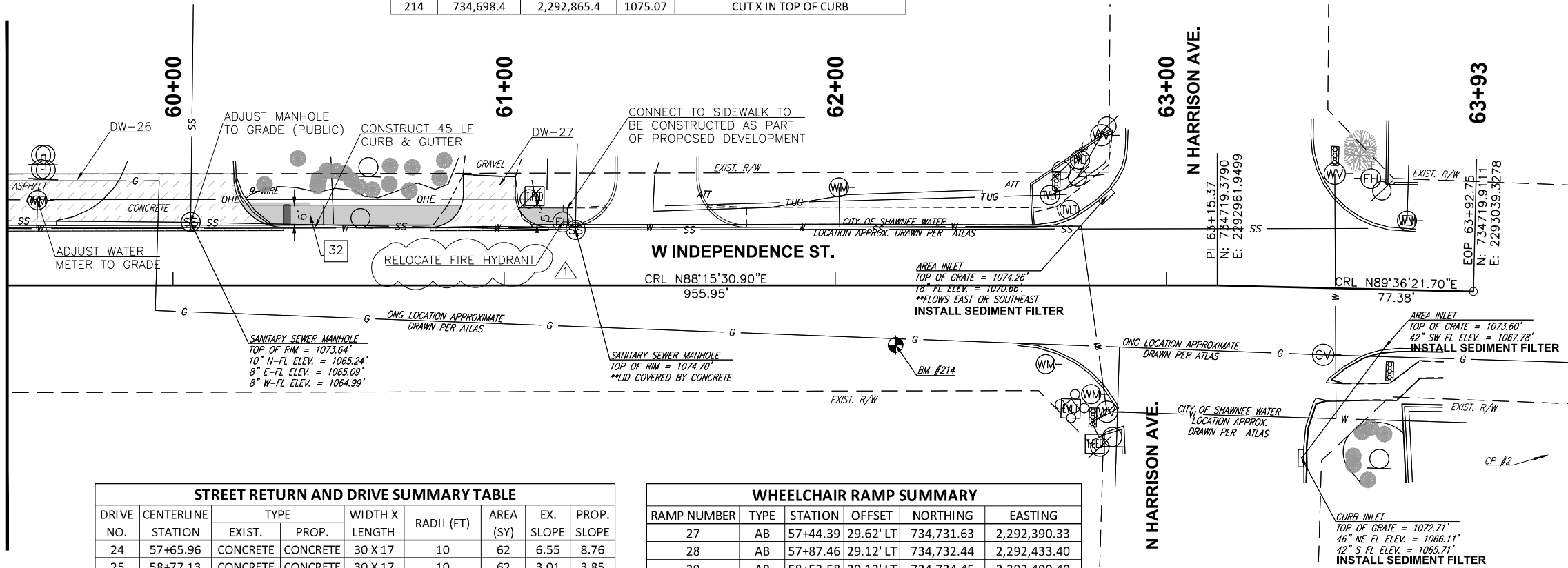
STA. 55+00
SEE SHEET 10



BENCHMARK TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
212	734,626.0	2,292,173.1	1065.28	CUT X IN SW-COR CONC PAD
213	734,690.3	2,292,588.1	1072.80	CUT X IN TOP OF CURB
214	734,698.4	2,292,865.4	1075.07	CUT X IN TOP OF CURB

CONTROL POINT TABLE				
NO.	NORTHING	EASTING	ELEV.	DESCRIPTION
2	734,690.3886	2,293,123.2408	1075.22	SET 5/8IN IP W/ CEC CP CAP

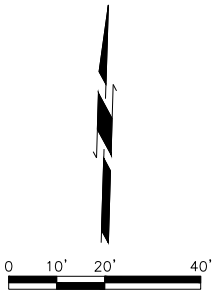
STA. 59+50



STREET RETURN AND DRIVE SUMMARY TABLE								
DRIVE NO.	CENTERLINE STATION	TYPE		WIDTH X LENGTH	RADII (FT)	AREA (SY)	EX. SLOPE	PROP. SLOPE
		EXIST.	PROP.					
24	57+65.96	CONCRETE	CONCRETE	30 X 17	10	62	6.55	8.76
25	58+77.13	CONCRETE	CONCRETE	30 X 17	10	62	3.01	3.85
26	59+74.25	CONCRETE/ ASPHALT	CONCRETE	89 X 18	10	180	8.56	6.68
27	60+95.53	CONCRETE	CONCRETE	16 X 17	10	36	10.56	11.59*
*PROPOSED DRIVEWAY SLOPE IS AN EXCEPTION TO THE MAXIMUM SLOPE AS DETAILED								

WHEELCHAIR RAMP SUMMARY					
RAMP NUMBER	TYPE	STATION	OFFSET	NORTHING	EASTING
27	AB	57+44.39	29.62' LT	734,731.63	2,292,390.33
28	AB	57+87.46	29.12' LT	734,732.44	2,292,433.40
29	AB	58+53.58	29.12' LT	734,734.45	2,292,499.49
30	AB	59+00.67	29.12' LT	734,735.88	2,292,546.56
31	B	59+13.34	20.07' LT	734,727.22	2,292,559.50
32	B	60+41.41	21.27' LT	734,732.31	2,292,687.47

EXISTING HORIZONTAL UTILITY LOCATIONS
AND DEPTHS ARE APPROXIMATE AND MUST
BE FIELD VERIFIED PRIOR TO CONSTRUCTION



LEGEND

- PROPOSED SIDEWALK
- PROPOSED STAMPED SIDEWALK
- SIDEWALK TO BE REMOVED
- PROPOSED DRIVEWAY
- PROPOSED STREET RETURN
- PARKING LOT REPLACEMENT
- TACTILE WARNING DEVICE
- WHEELCHAIR RAMP NUMBER

COORDINATE TABLE

POINT NO.	NORTHING	EASTING
120	734722.4562	2292161.3402
121	734722.4777	2292166.3418
122	734727.1131	2292315.8127
123	734727.3070	2292320.8090
124	734734.1698	2292374.8513
125	734733.5119	2292386.2728
126	734733.6171	2292554.2673
127	734738.7660	2292559.0882
128	734725.0580	2292554.5702
129	734729.2232	2292559.4259



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REVISION HISTORY

NO.	DESCRIPTION	DATE
1	ADDENDUM 1	11/10/21

SIGNED AND SEALED PLANS

SUBMITTAL:	DATE:	PROJECT NO.:	DESIGNED BY:	DRAWN BY:	APPROVED BY:	SCALE:
	10/19/2021		SNH	JLC	SNH	AS SHOWN

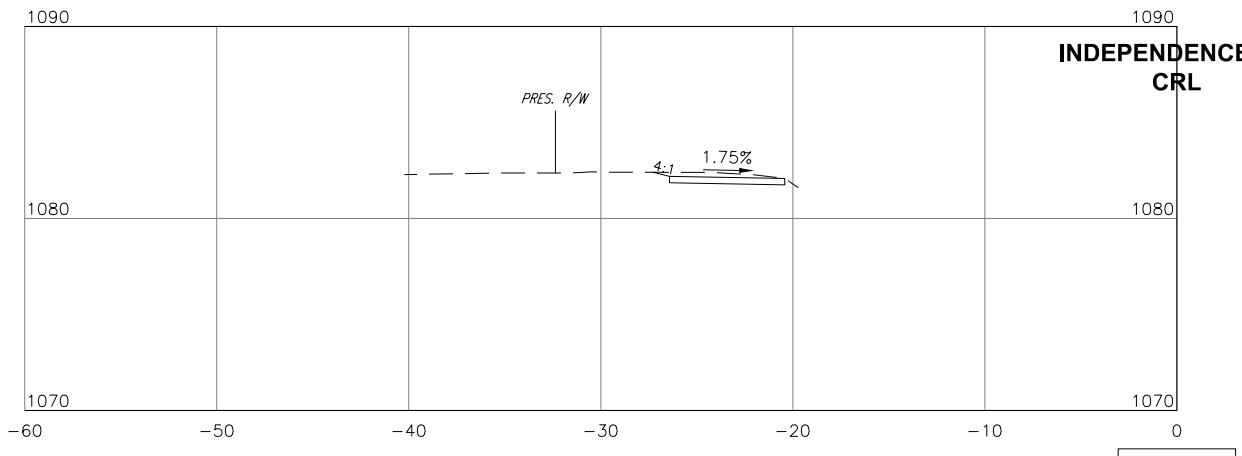
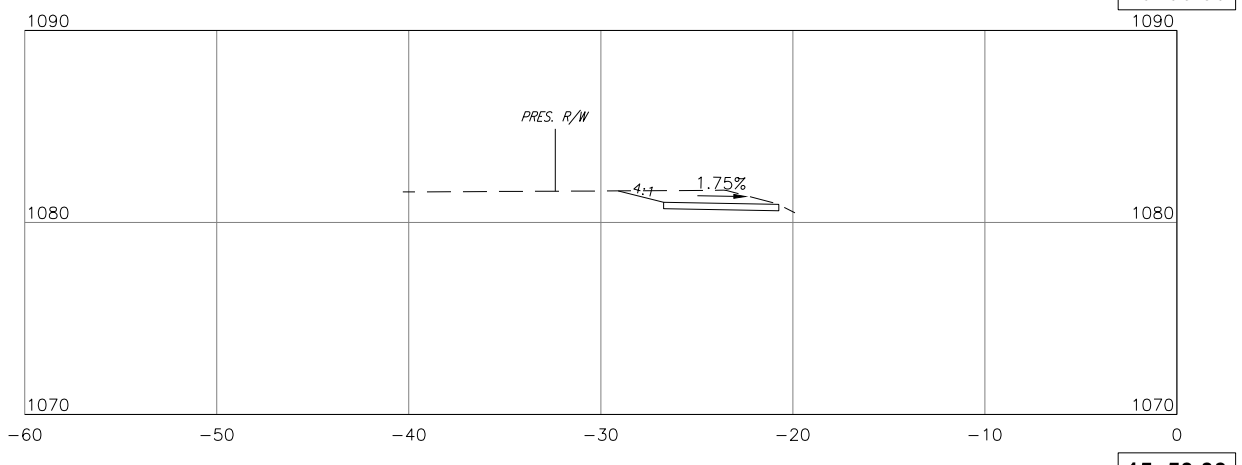
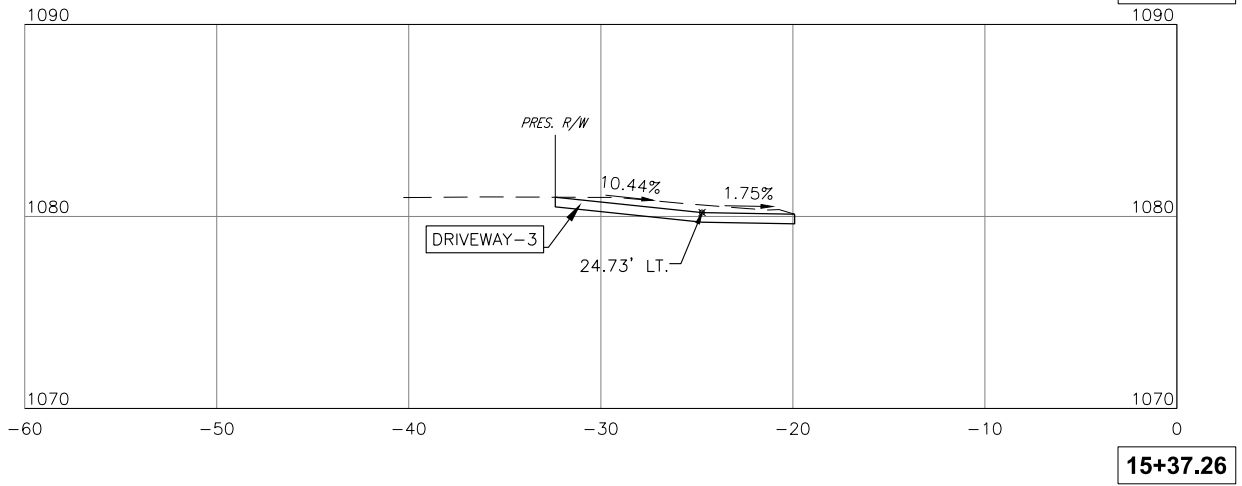
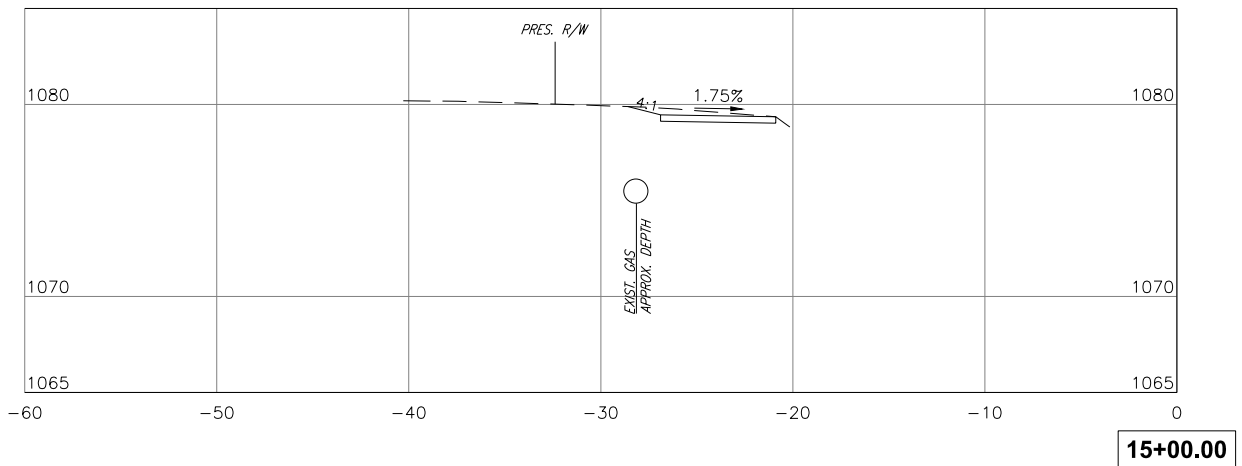
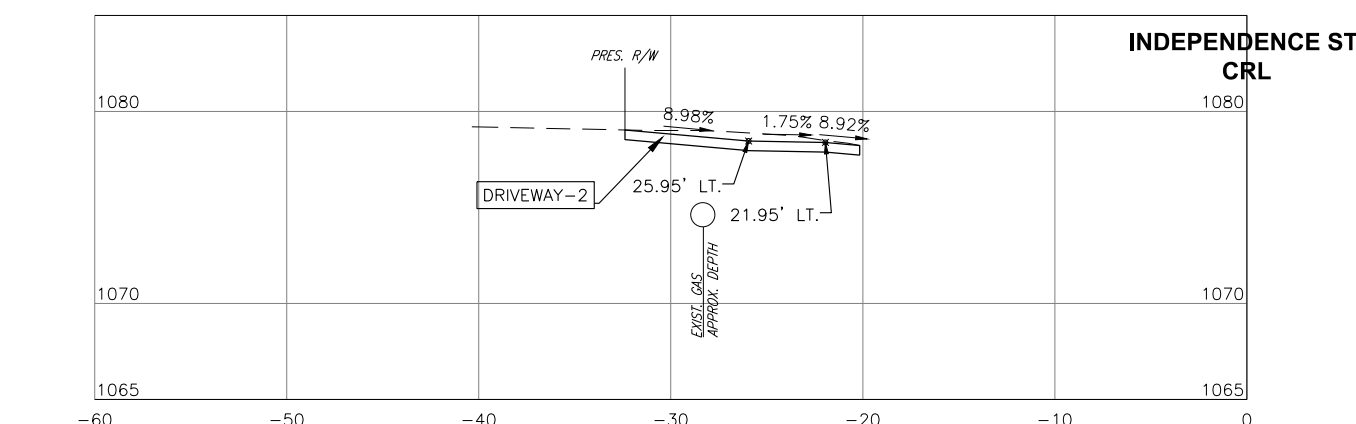
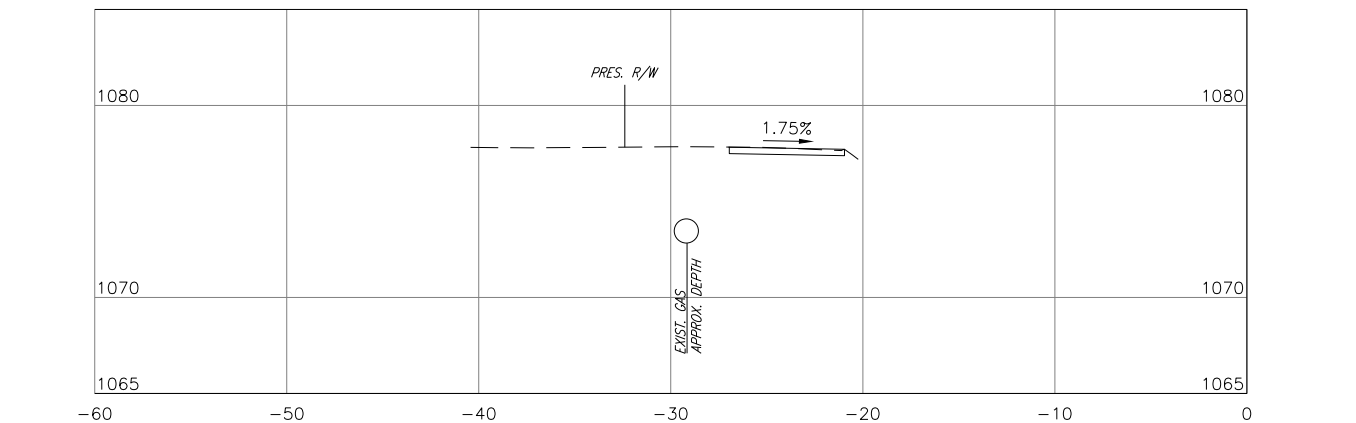
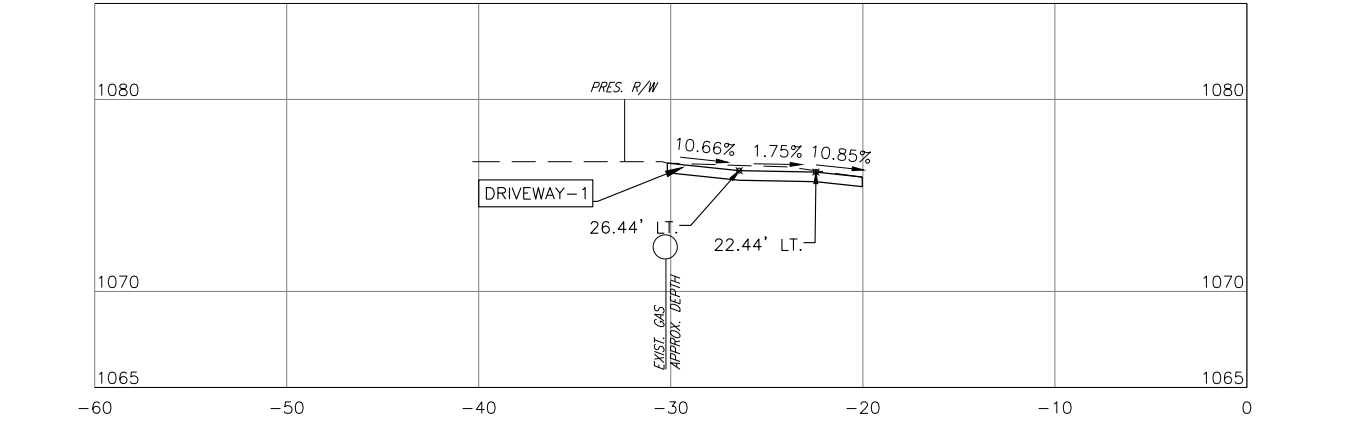
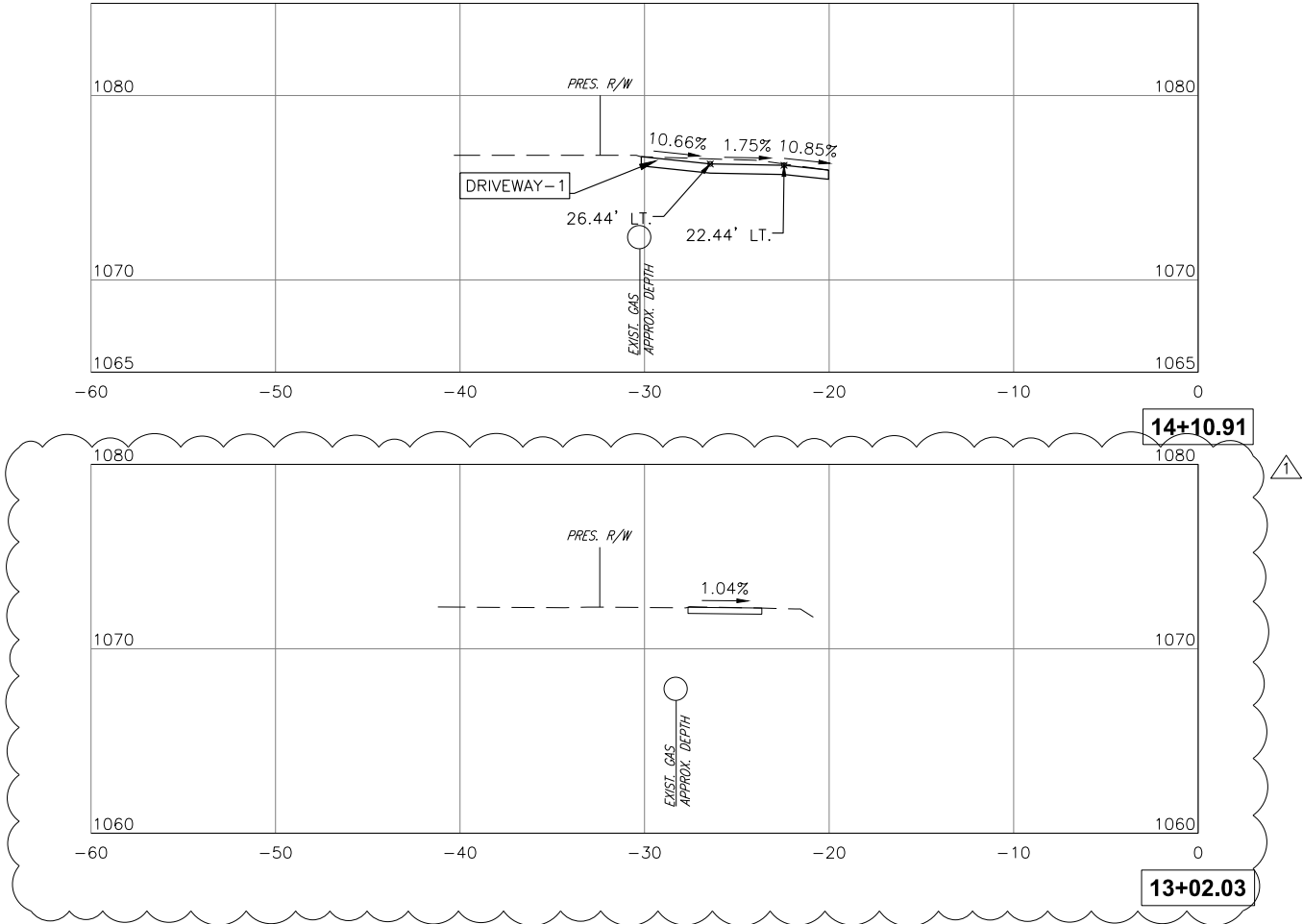
INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME
SIDEWALK PLAN
(6 OF 6)

SHEET
11

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INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET XS 1

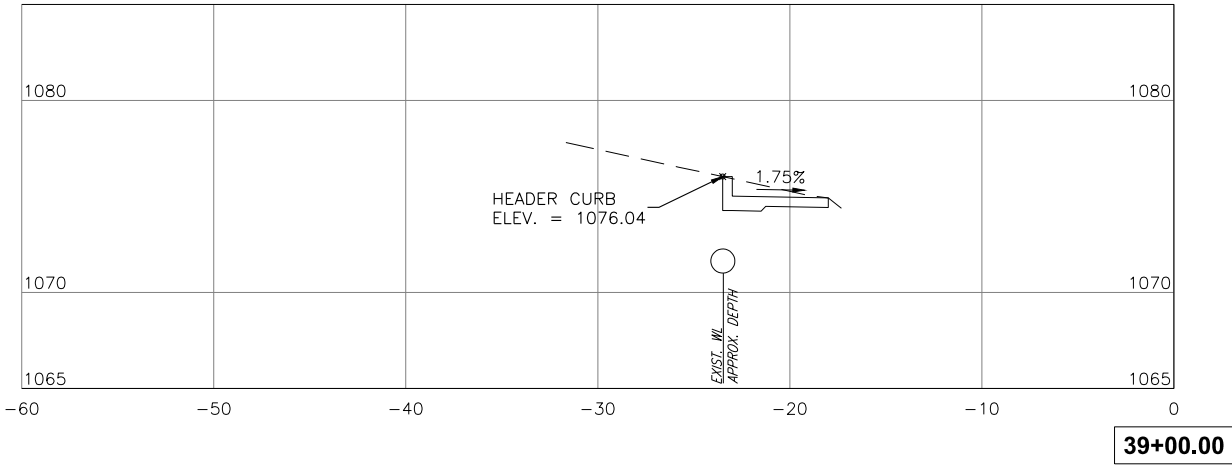
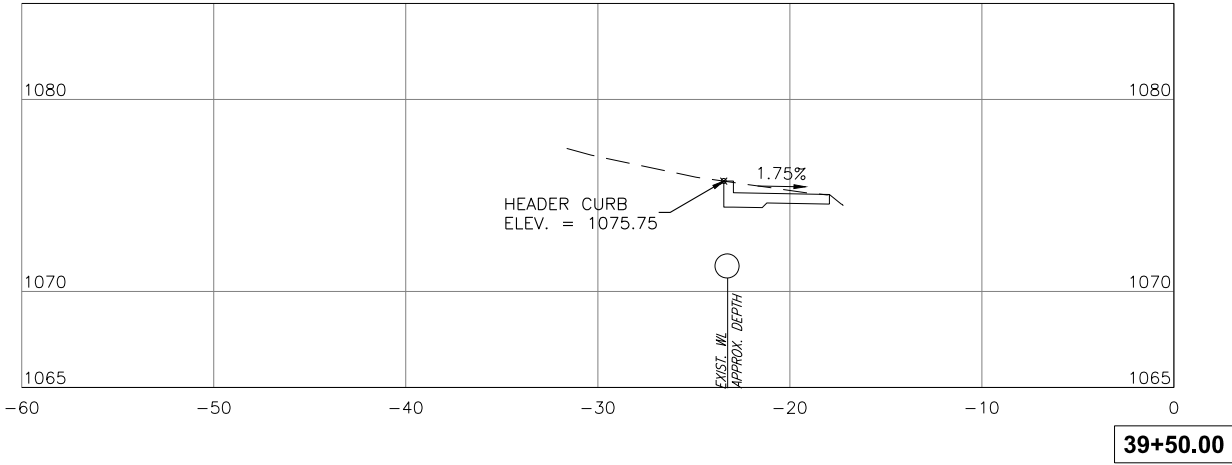
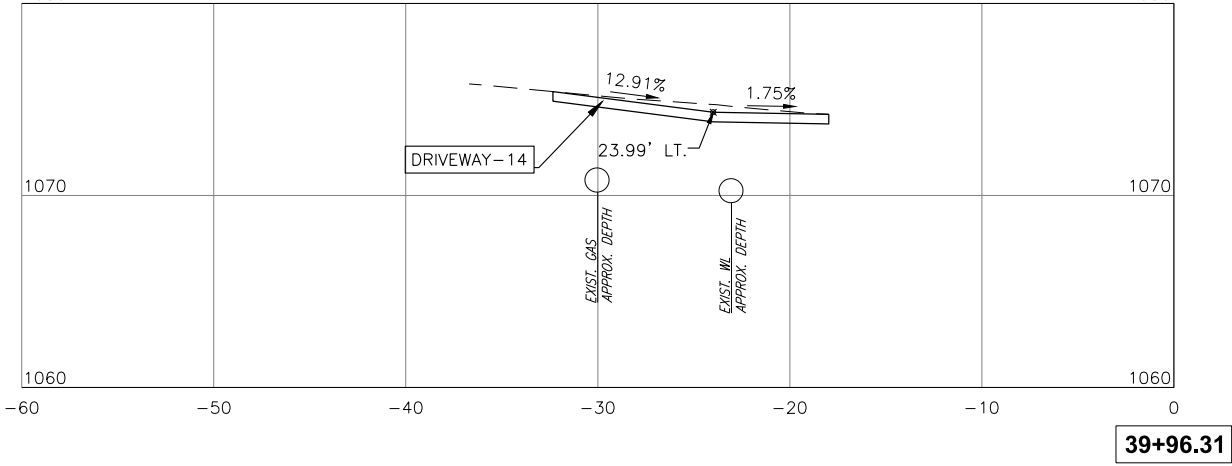
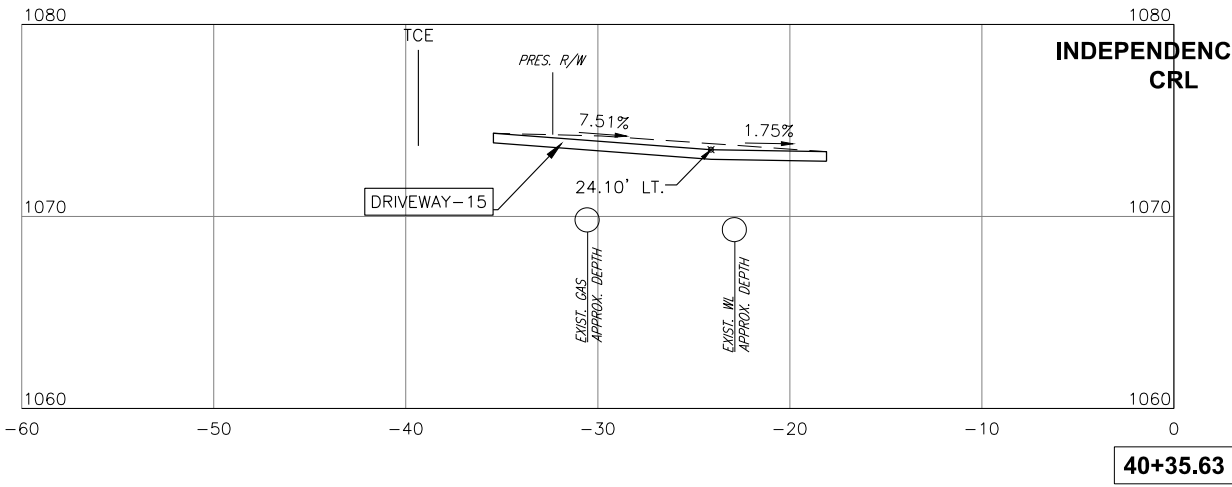
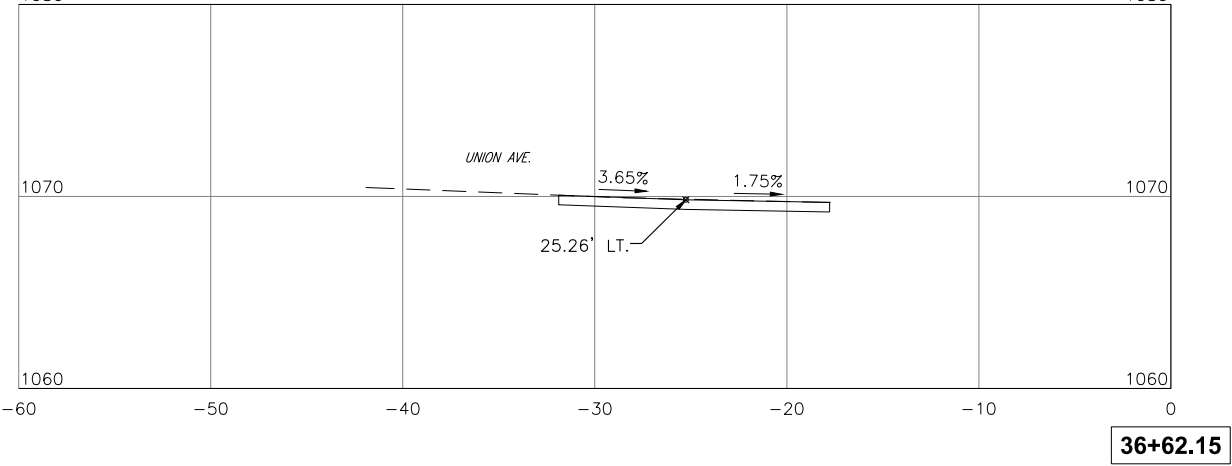
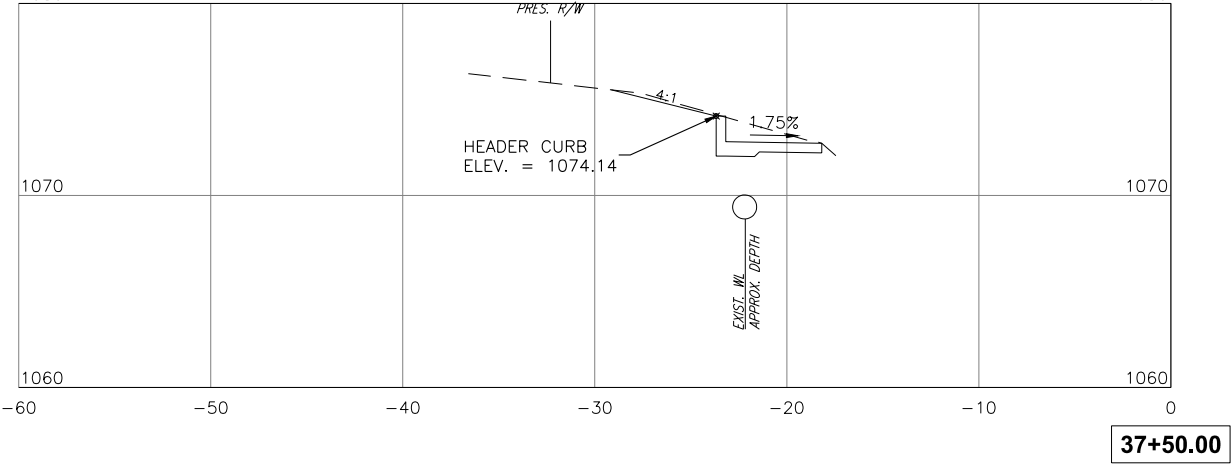
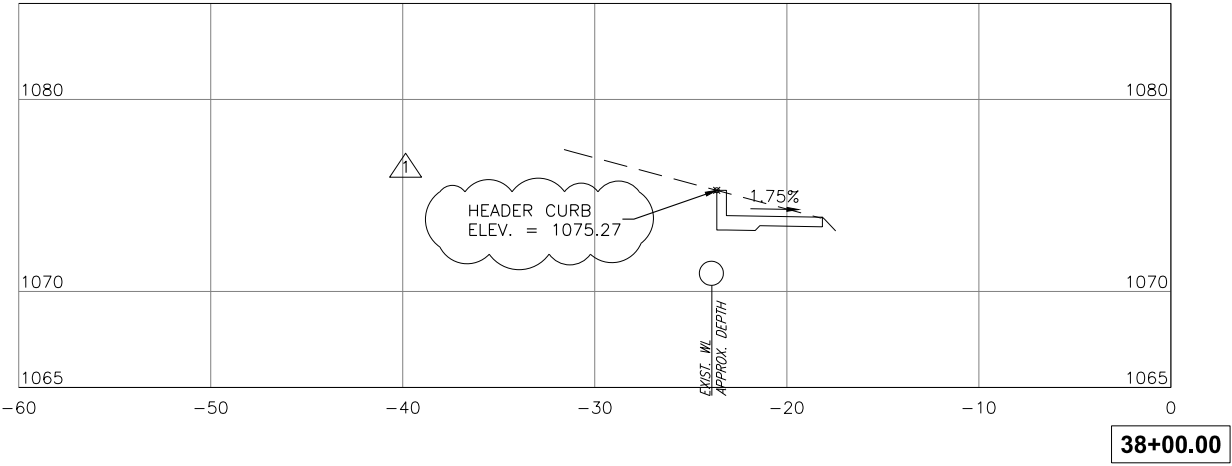
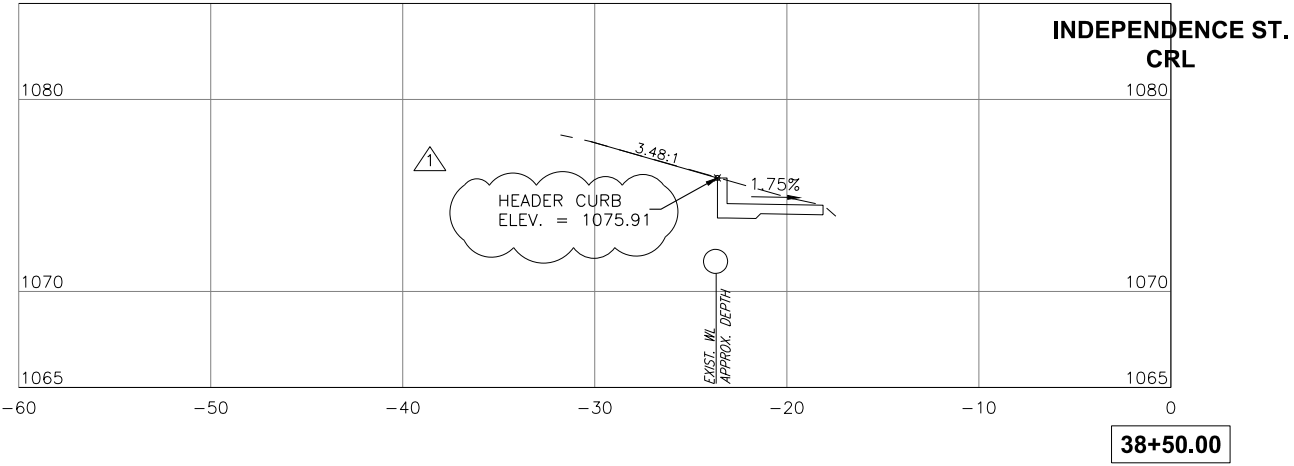
SHEET XS1

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PROJECT NO:	ISNH	ADDENDUM	1		11/10/21
DESIGNED BY:	JLC				
DRAWN BY:	ISNH				
APPROVED BY:	ISNH				
SCALE:	AS SHOWN				

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TULSA, OKLAHOMA 74117
WWW.CONNECTEC.COM
STATE OF OK CERTIFICATE OF AUTHORIZATION
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PLOT DATE: Wednesday, November 10, 2021 7:36:27 AM N:\PRODUCTION\MUNICIPAL\PROJECTS\SHAWNEE - INDEPENDENCE STREET SIDEWALKS\PRODUCTION DRAWINGS\210011_CROSS SECTIONS.DWG





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INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME

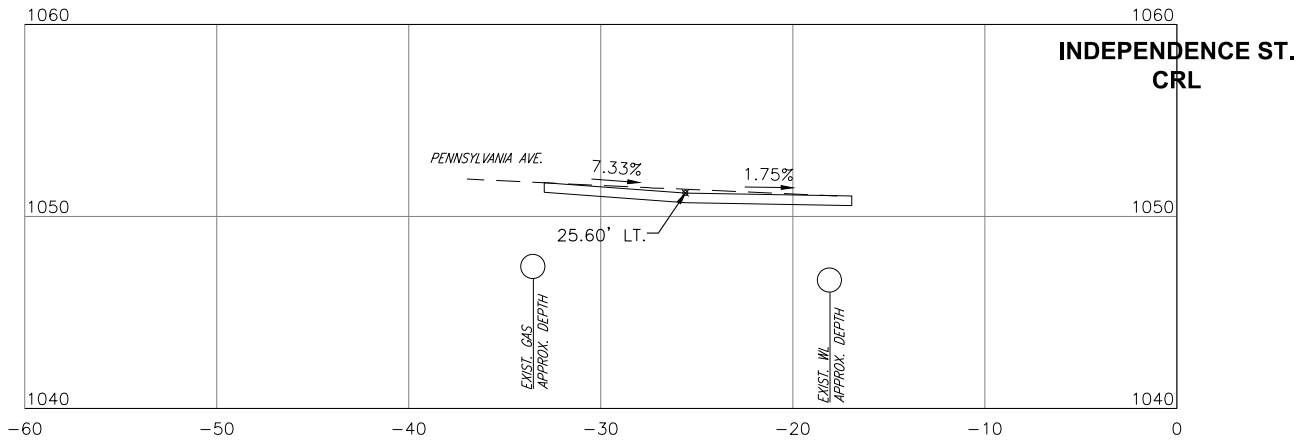
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SHEET

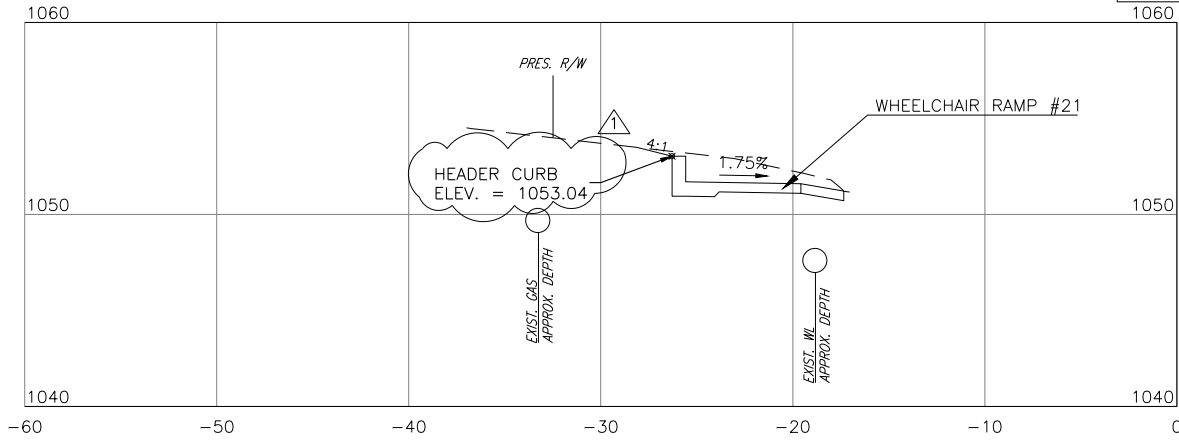
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DESIGNED BY: ISNH	DESIGNED BY: ISNH	DATE:	PROJECT NO.:		
DRAWN BY: JLC	DRAWN BY: JLC				
APPROVED BY: ISNH	APPROVED BY: ISNH				
SCALE:	AS SHOWN				

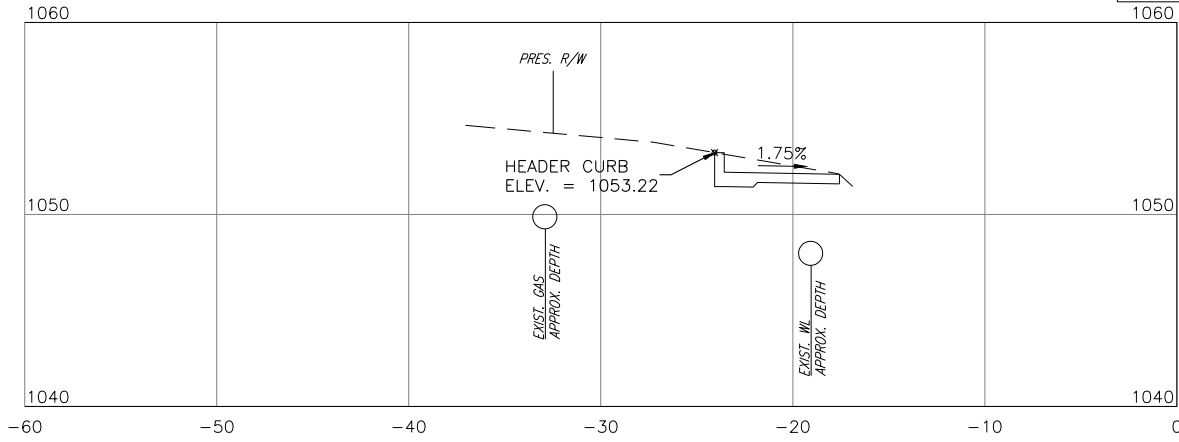
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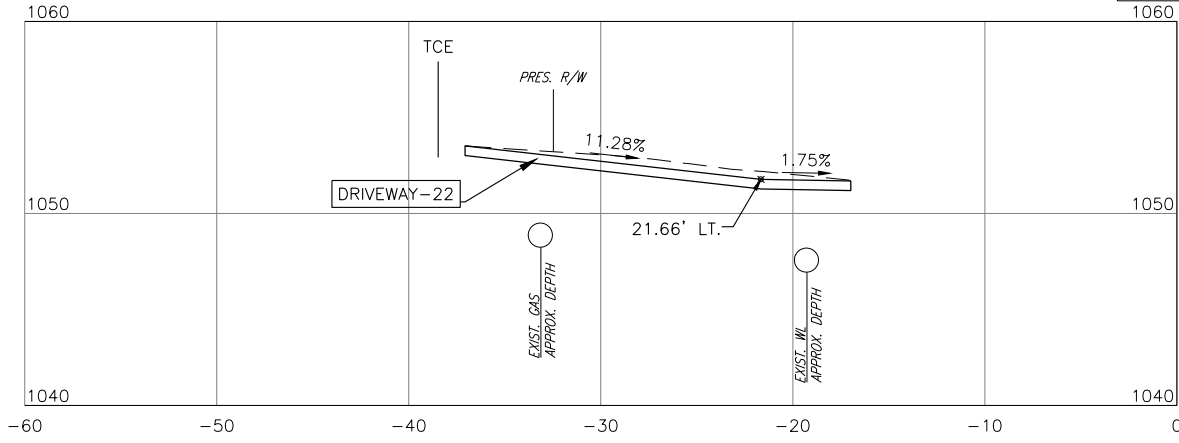
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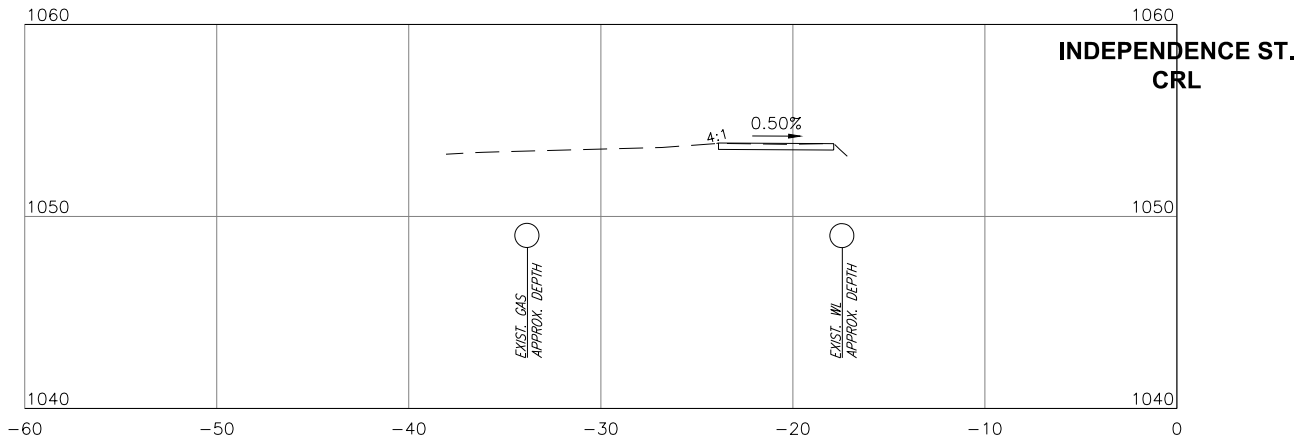
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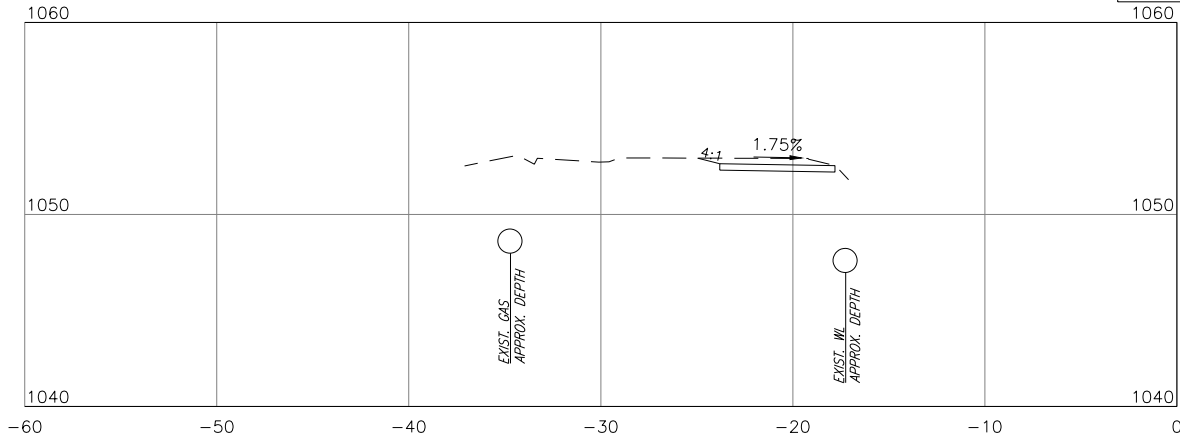
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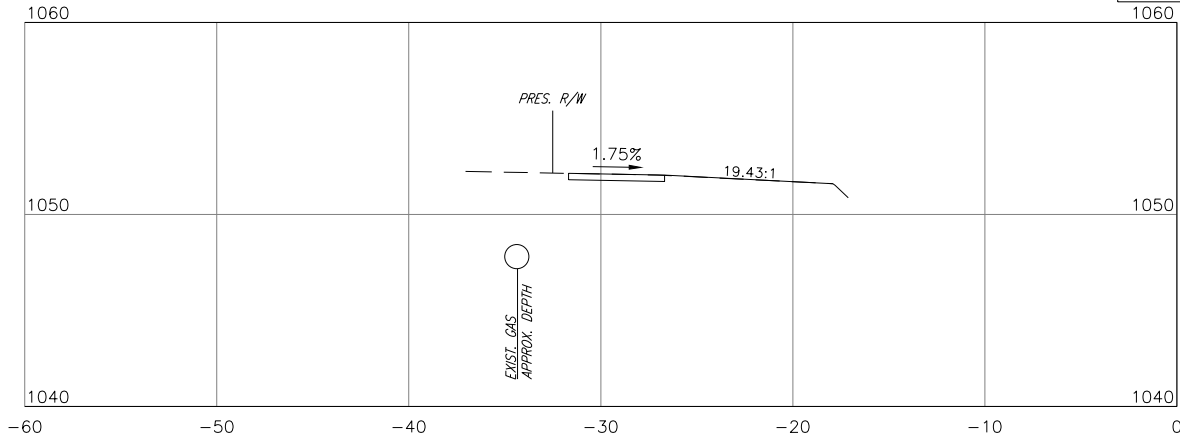
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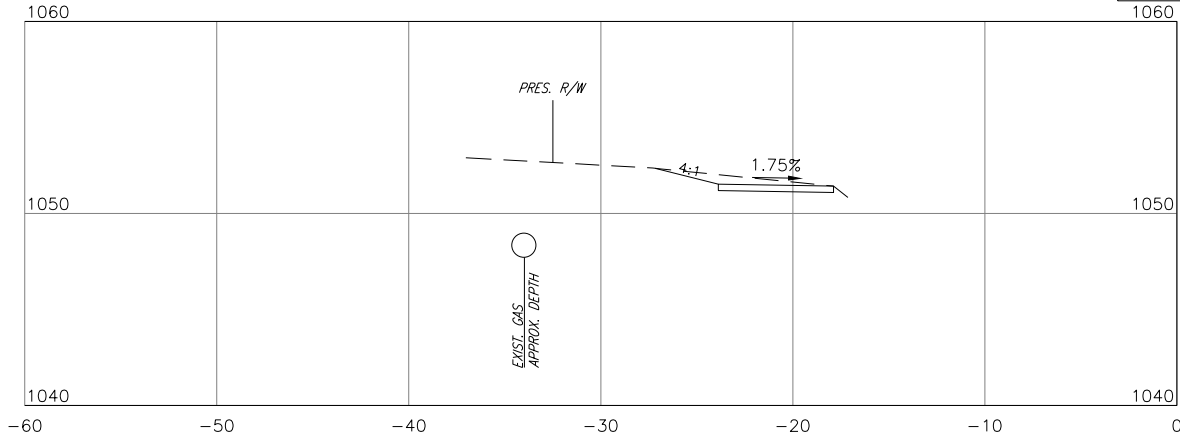
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51+50.00



51+00.00



50+50.00



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SUBMITTAL:	SIGNED AND SEALED PLANS	REVISION HISTORY		
		NO.	DESCRIPTION	DATE
DATE: 10/19/2021	10/19/2021	1	ADDENDUM 1	11/10/21
PROJECT NO:				
DESIGNED BY: ISNH				
DRAWN BY: JLC				
APPROVED BY: ISNH				
SCALE: AS SHOWN				

INDEPENDENCE STREET SIDEWALK

SHAWNEE, OKLAHOMA

SHEET NAME

XS 10

SHEET

XS10

Regular Board of Commissioners

11.

Meeting Date: 11/15/2021

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: November 15, 2021
To: Honorable Mayor and City Commissioners
From: Jacob Bussell, Asst. Finance Director
Subject: November Sales and Use Tax Deposit

Sales and Use Tax Collections: 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:

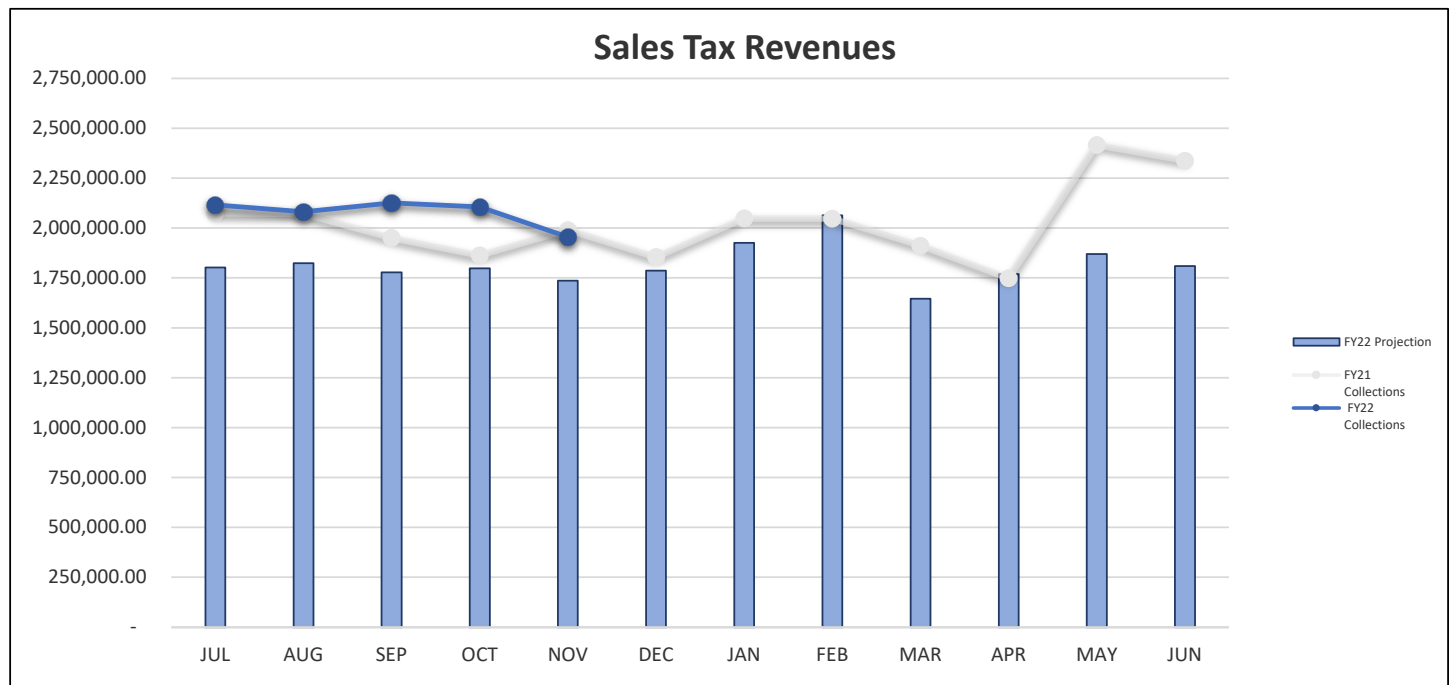
The November sales tax deposit was \$1,953,881.35, including interest of \$909.21, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,117,023.18
2018 Capital Improvements Fund	279,255.80
Capital Improvements Fund	216,423.24
Street Improvements Fund	244,348.81
Economic Development Fund	27,925.59
Police Sales Tax Fund	34,906.97
Fire Sales Tax Fund	34,906.97
Total Sales Taxes Collected	<u>\$ 1,954,790.56</u>

Finance Department Report:

Sales and use tax collections totaled \$2,183,305.42 for November 2021. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$1,443,866 or 16.15%, over the projected budget year-to-date. Use tax collections are up approximately \$244,082, or 24.21%, over the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

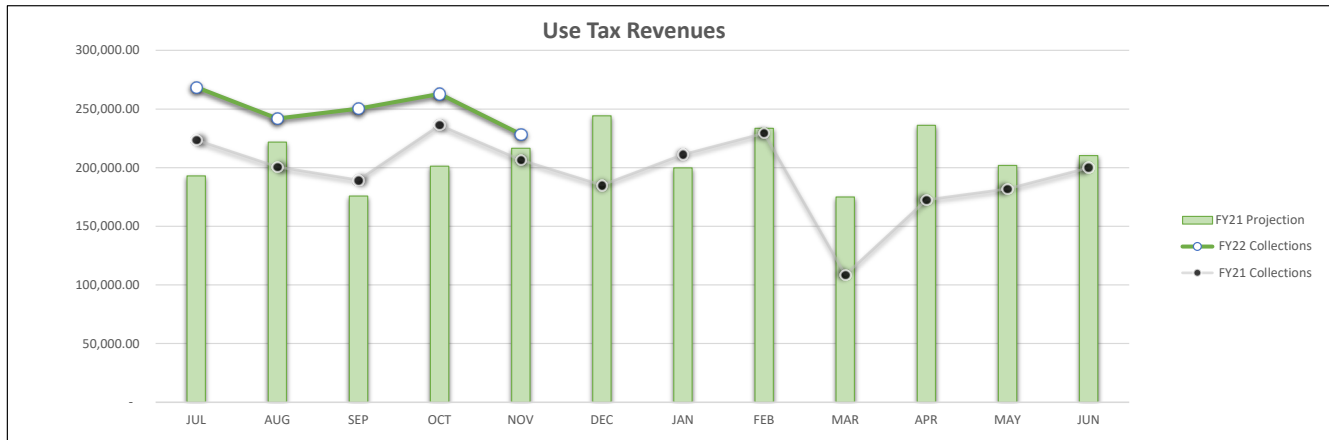


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (November 2021):	\$ 1,736,897	\$ 1,954,791	\$ 217,894	12.55%
Sales Tax Receipts (year-to-date):	\$ 8,940,994	\$ 10,384,859	\$ 1,443,866	16.15%

	November 2020	November 2021	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,989,398	\$ 1,954,791	\$ (34,607)	-1.74%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	▲ \$ 9,944,173	\$ 10,384,859	\$ 440,686	4.43%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (November 2021):	\$ 216,454	\$ 228,515	\$ 12,061	5.57%
Use Tax Receipts (year-to-date):	\$ 1,008,225	\$ 1,252,307	\$ 244,082	24.21%

	November 2020	November 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 181,112	\$ 228,515	\$ 47,403	26.17%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,003,079	\$ 1,252,307	\$ 249,228	24.85%

How to Navigate the City of Shawnee's Online Budget to Actuals

This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.

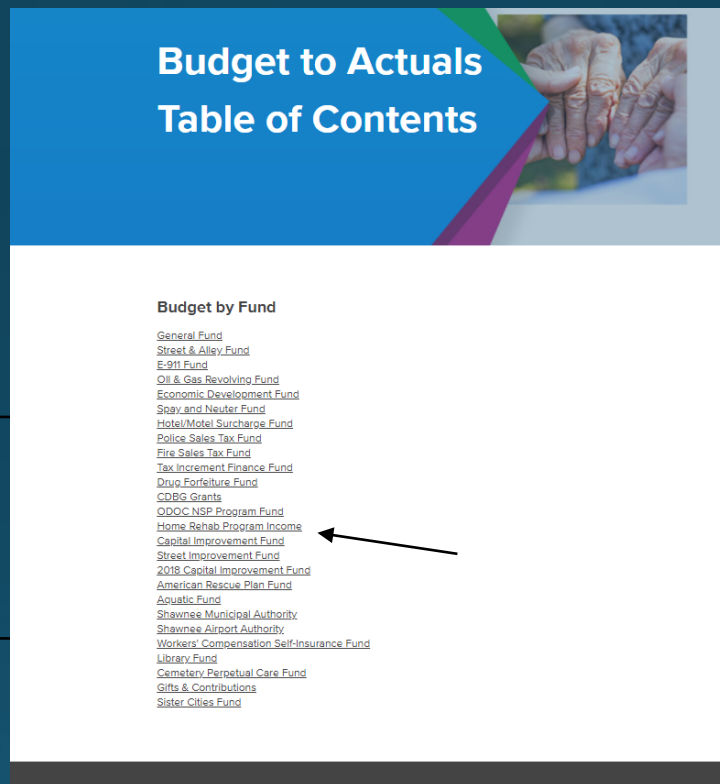
Please Note: *OpenGov works best with Google Chrome.*

Table of Contents

The link below will take you to the City of Shawnee Online Budget to Actuals.

<https://stories.opengov.com/shawneeok/published/u84NCy36R>

The first thing which appears is the Table of Contents. This page contains links to each fund. You may look at the desired budget by clicking on the hyperlink.

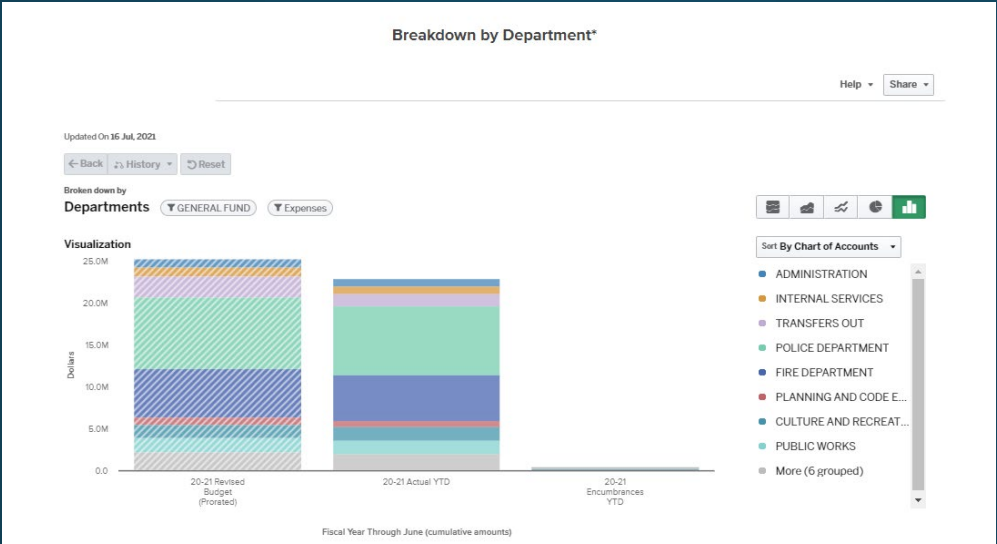


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

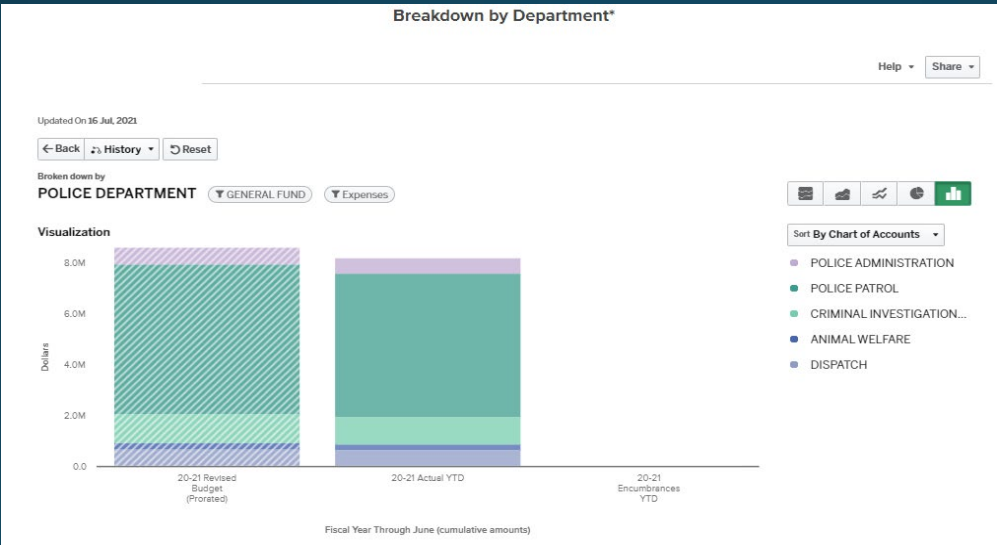
Drill-Down Capabilities

Certain graphs are dynamic and can be used to drill-down. For example, the General Fund Breakdown by Department can be limited to certain divisions. This is done by clicking on the portion of the graph which is of interest.

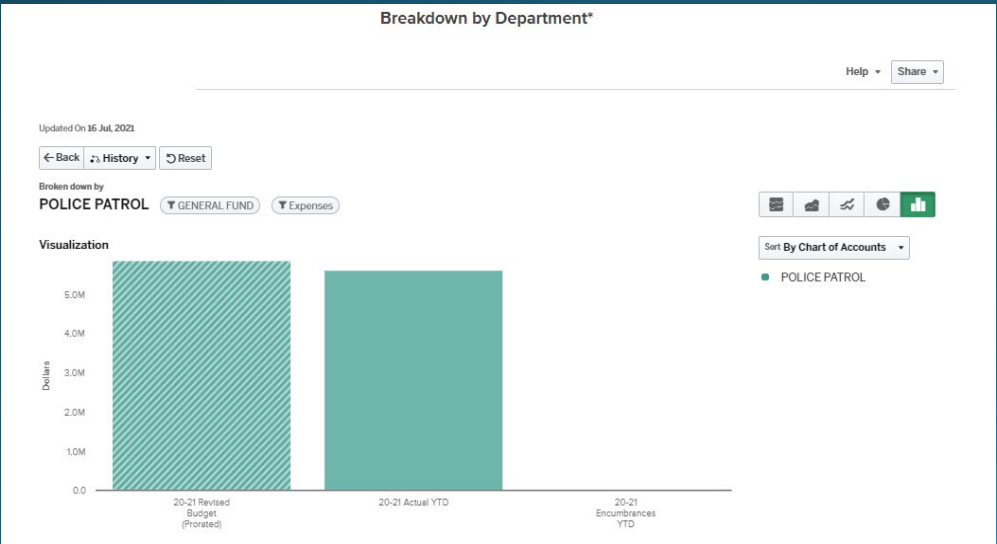
Initial View



Department Level

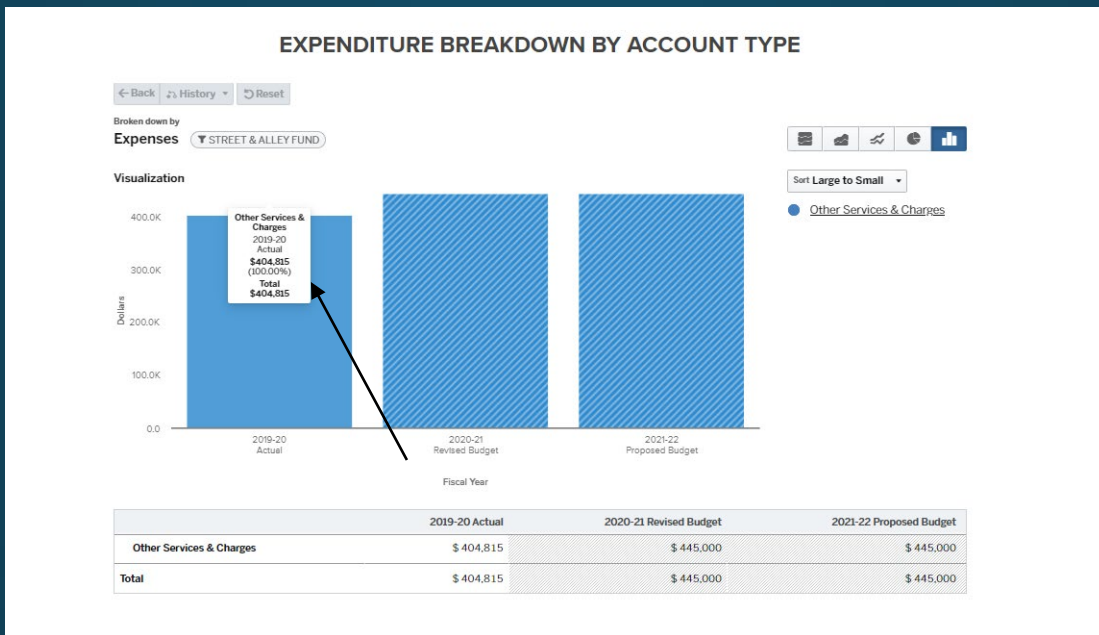


Division Level



Hovering to View Numbers

Hovering over each portion of a bar graph will show you the amount of a particular item.



Sorting

Graphs may be sorted four ways:

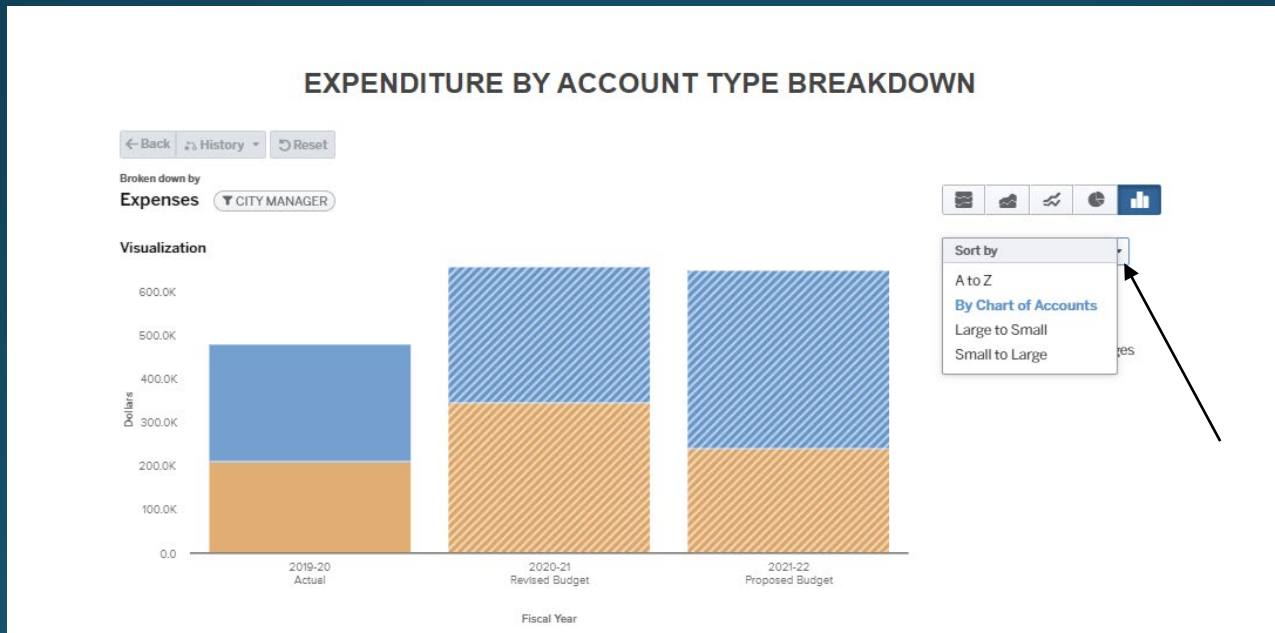
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

To use this feature, please use the Sort By dropdown on the top right-hand corner of the graph.



Please Note: OpenGov information updates daily with current accounting records, and therefore, is subject to change if viewed subsequent to the original presentation date.