AGENDA
BOARD OF CITY COMMISSIONERS
September 20, 2021 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)

2. Consider approval of Consent Agenda:

a. Acknowledge staff will proceed in the instant meeting with the opening and consideration of bids as set forth in Agenda Item Item Nos. 27(a-b).

b. Minutes from the September 7, 2021 regular meeting.

c. Acknowledge the following reports and minutes:
- License Payment Report for August 2021
- Project Payment Report for August 2021
- Planning Commission Minutes from the July 7, 2021 and August 4, 2021 regular meetings.

d. Acceptance of the public improvements for Cardinal Point Development and place maintenance bonds into effect.

e. Acknowledge the resignation of Lisa Hair from the Shawnee Community Beautification Committee.

f. Acknowledge the resignation of Mindy Palmer from the Shawnee Civic and Cultural Development Authority.

g. Approve renewal of the Pottawatomie County Public Safety Center Jail Services Agreement.

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)

h. Lake Lease Transfer:

TRANSFER:
Lot 12 Eckel Tract, 15105 Eckel Road
From: Cannon Revocable Living Trust
To: CC Cannon, LLC

Lot 16 Johnson Tract, 16614 Stevens Road
From: Howard Tommie
To: LeLand Prewitt and Rhonda Renee Berry

Lots 14 and 15 Johnson Tract, 16618 Stevens Road
From: Howard Tommie
To: LeLand Prewitt and Rhonda Renee Berry

i. Mayor's Appointments:

Shawnee Arts and Culture Commission
---Sha'kiya Morris 1st Partial Term Expires: May 1, 2024
Replaces LeAnne Henry Wright – Resigned

Shawnee Civic and Cultural Development Authority
Stacy Cramer-Moore 1st Partial Term Expires: December 31, 2023
Replaces Mindy Palmer – Resigned

Shawnee Hospital Authority
Mark Finley 3rd Full Term Expires: December 31, 2027
Reappointment

Kathleen Laster 3rd Full Term Expires: December 31, 2027
Reappointment

Stephen Trotter 3rd Full Term Expires: December 31, 2027
Reappointment

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

4. Discussion, consideration, and possible action to enter into executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CV-2014-128.

5. Consider matters discussed in executive session in accordance with 25 O.S. § 307(B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action if the public body, with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest, specifically regarding Pottawatomie County Case No. CV-2014-128.

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)

6. Acknowledgment of Citizen Potawatomi Nation approval of the Joint Resolution and Cooperation Agreement.

7. Discussion and consideration regarding the Cooperation Agreement between the City of Shawnee, Oklahoma and the Citizen Potawatomi Nation; approving the Cooperation Agreement; and authorizing the Mayor to execute the Cooperation Agreement on behalf of the City of Shawnee.

8. Discussion and consideration of a Joint Resolution of the City of Shawnee and the Citizen Potawatomi Nation committing to continued partnership for the growth and strength of the respective entities; approving the Joint Resolution; and authorizing the Mayor to execute the Cooperation Agreement on behalf of the City of Shawnee.

9. Consideration of an ordinance relating to amending the boundaries of the City of Shawnee, Oklahoma by de-annexing/detaching certain real property within the City of Shawnee, Pottawatomie County to-wit: All or part of Sections 25, 35, 36, Township 10 North, Range 3 East of the Indian Meridian; and all or part of Sections 28, 29, 30, 31, Township 10 North, Range 4 East of the Indian Meridian, all lying within Pottawatomie County, State of Oklahoma, and more fully described within the Ordinance attached hereto; providing for repeal; providing for severability; and providing for emergency clause.

10. Acknowledgement of the resignation of Ward 2 Commissioner Bob Weaver, effective 11:59 p.m. September 21, 2021.

11. Discussion and consideration of possible appointment for Ward 2 Commissioner to complete remainder of term, expiring 2024.

12. Discussion and consideration of an appointment of a City Commissioner to the Parks and Recreation Committee.

13. Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma amending the Committee make-up of the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.

14. Discussion and consideration to lease a 2022 Freightliner Asphalt Patch Truck from JR Equipment, at the total annual cost of $56,722.48.

15. Discussion and consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lakes.

16. Discussion and consideration of a proposal with Latham Consulting Group and Dunnington Consulting for governmental and community affairs.

17. Discussion and consideration of an amended contract with Safe Events for Families (SEFF) for Fiscal Year 2021-2022.

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)

18. Discussion and consideration of a resolution adopting the Pottawatomie County Hazard Mitigation Plan for the City of Shawnee.

19. Discussion and consideration of a resolution adopting the Emergency Operation Plan for the City of Shawnee.

20. Discussion and consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 22 [Planning and Development], Article I [In General], of the City Code establishing a Land Disturbance Permit; providing for severability, codification, repealer, and emergency clause.

21. Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that sets a fee for a land disturbance permit; and providing for the re-adoption of the City Fee Schedule in whole.

22. Discussion and consideration of a final plat for Trails End Phase I subdivision, located on the east side of North Kickapoo Avenue and north of County Road 112, in the southwest quarter of Section 30, Township 11 North, Range 4 East, containing approximately 46.20 acres. Case No. PL05-21, Applicant: Joel Harrison, PE (Crafton Tull) for Live Orange, LLC.

23. Public hearing and consideration of an ordinance to rezone property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit) for the purpose of operating a Bed and Breakfast/Airbnb (short-term rental). Case No. CUP03-21, Applicants: Zachary and Jennifer Grinnell and Sheri and Greg Rhodes. *(Deferred by the Planning Commission to the October 13, 2021 meeting.)*

24. Public hearing and consideration of an ordinance to rezone property located southwest of the intersection of North Kickapoo Avenue and East Highland Street, specifically Lots 1 through 16; Lots 23 through 28; and Lots 31 and 32, in Block 1 of the Fairgrounds Addition subdivision, from C-1 (Neighborhood Commercial District), C-3 (Highway Commercial District), and C-4 (Central Business District) to C-3 (Highway Commercial District) with a PUD (Planned Unit Development) for the purpose of mixed-use development. Case No. PUD01-21, Applicant: Michael San Pedro.

25. Discussion and consideration of an ordinance relating to shopping carts, amending Chapter 8 of the Shawnee Municipal Code by creating Article XI of Chapter 8, shopping carts; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

26. Discussion and consideration regarding the Shawnee Civic and Cultural Development Authority (SCCDA) Trust.

27. Consider Bids:

    a. HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project Heart of Oklahoma Exposition Center Project No. C-21-03D (Open)

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)

b. Fence Removal and Replacement Project Heart of Oklahoma Exposition Center Project No. C-21-03D1 (Open)

28. Acknowledge monthly Sales Tax and Budget Reports.

29. Administrative Reports

a. 45th Street Update – Seth Barkhimer, P.E., City Engineer

b. Grant Updates – Lauren Craig, Homeless Service Coordinator

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

a. Fund 001 General Fund – To fund Love Your Block Grant

b. Fund 191 CDBG-CV-ODOC – To fund new CDBG CV ODOC Program

c. Fund 192 ESG-ODOC – To fund new ESG-ODOC Grant Program

31. New Business

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

32. Commissioners Comments

33. 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)

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. b.**

Meeting Date: 09/20/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 7, 2021 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
SEPTEMBER 7, 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, Tuesday, September 7, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:24 p.m. on September 2, 2021. Mayor Bolt presided and Mr. Dean Hibben called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews Commissioner Ward 1	Bob Weaver Commissioner Ward 2
Travis Flood Commissioner Ward 3	Darren Rutherford Commissioner Ward 4-Vice Mayor
Mark Sehorn Commissioner Ward 5	Absent Commissioner Ward 6

ABSENT: Ben Salter

INVOCATION — Ms. Lexi Large, Fellowship of Christian Athletes

FLAG SALUTE

AGENDA ITEM NO. 1: Citizens Participation
(A three-minute limit per person)
(A twelve-minute limit per topic)

Mr. Rob Morris spoke regarding the Shawnee Civic and Cultural Development Authority, Planning Commission, Shawnee Lake Advisory Committee, a Consent Agenda Item, and a complaint with the Attorney General's Office.

DRAFT

Ms. Lexi Large explained the Fellowship of Christian Athletes (FCA) in Pottawatomie County.

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

a. Minutes from the August 16, 2021 regular meeting.

b. Acknowledge the following minutes:

- Traffic Commission Minutes from the June 22, 2021 regular meeting.

c. Lake Lease Transfer:

TRANSFER:
Lot 3 Hart Tract, 16401 Hart Road
From: James Reid
To: Adam Balkema

d. Acceptance of a Permanent Drainage and Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.

e. Acceptance of a Utility Easement for Cedar Ridge Investments, LLC, located in the southwest quarter of the northwest quarter of Section 5, Township 10 North, Range 4 East.

f. Approval of a preliminary Right-of-Way Utility Easement Agreement with OG&E for property located along the east edge of the north half of the northwest quarter of Section 7, Township 11 North, Range 4 East.

g. Approve an amended contract with Olsson, Inc. for professional design services regarding the Kickapoo Street Sidewalk Design Project.

h. Acknowledge the resignation of LeAnne Henry Wright from the Shawnee Arts and Culture Commission.

DRAFT

i. Confirm and approve the Interim City Manager's hiring of Andrea Weckmueller-Behringer as the Planning Director/Assistant City Manager.

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

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Weaver, to approve Consent Agenda Item Nos. 2(a-i), less item 2(c). Motion carried 6-0.

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

Regarding Agenda Item No. 2(c), Commissioner Weaver explained there was a clerical error on the Agenda. The Lake Lease Lot in question is Lot 13, instead of Lot 3.

A motion was made by Commissioner Weaver, seconded by Commissioner Flood, to approve Consent Agenda Item No. 2(c), the transfer of Lot 13 of the Hart Tract (16401 Hart Road) from James Reid to Adam Balkema. Motion carried 6-0.

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

AGENDA ITEM NO. 3: Presentation by Animal Control to present the Pet of the Week.

Animal Control Officer Brandy Spoon introduced Bear, a three-and-a-half-month-old German Shepherd mix and Miss Piggy, a pig. Bear is up for adoption.

Officer Spoon stated the Animal Shelter currently has thirty-two dogs, seven cats, and one pig. She announced a Bass Tournament fundraiser will be held on Saturday, October 9, 2021 from 7:00 a.m. to 2:00 p.m. at Shawnee Twin Lakes; the entry fee is $100.00 for a two-person team.

DRAFT

AGENDA ITEM NO. 4: Mayor's Proclamations:

"POW/MIA Recognition Day"
September 17, 2021

Ms. Barbara White, President of Shawnee VFW Post 1317, accepted the Mayor's Proclamation for "POW/MIA Recognition Day" presented by Mayor Bolt.

"Recovery Day"
September 18, 2021

Mayor Bolt presented the Mayor's Proclamation for "Recovery Day" to Gateway of Prevention attendees.

AGENDA ITEM NO. 5: Presentation by Berkeley Young, Young Travel Consultants, to discuss key points of Shawnee Travel Study.

Interim City Manager Eric Benson introduced Mr. Berkeley Young.

Mr. Berkeley Young gave a presentation and stated Young Strategies produced a travel market research study for the City of Shawnee Department of Tourism that identifies the following, but not limited to, the current segmented markets, visitor geographic/sociodemographic profile and spending levers, attractors and motivators that drive visitation to the City of Shawnee, target and growth markets and visitor segments, and future project development initiatives for the City of Shawnee.

AGENDA ITEM NO. 6: Discussion and consideration of a request for the addition of stop signs at West 10th Street and North Louisa Avenue.

City Engineer Seth Barkhimer explained a request was submitted for the addition of a stop sign at West 10th Street and North Louisa Avenue, creating a four-way stop intersection. He advised that the Traffic Commission and Staff support this request.

DRAFT

A motion was made by Commissioner Weaver, seconded by Commissioner Matthews, to approve the addition of stop signs at West 10th Street and North Louisa Avenue. Motion carried 6-0.

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

AGENDA ITEM NO. 7: Discussion and consideration of a request for the addition of stop signs at every intersection on North Park Avenue between West MacArthur Street and West 37th Street.

City Engineer Seth Barkhimer explained a request was submitted for the addition of stop signs at five intersections along North Park Avenue between West MacArthur Street and West 37th Street creating four-way stop intersections. Staff recommends a partial approval of the request - adding stop signs to create four-way stops at three of the five intersections. The Traffic Commission recommends Staff's recommendation.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Staff's recommendation for the addition of stop signs at three intersections (West 32nd Street, West 33rd Street, and West 34th Street) on North Park Avenue. Motion carried 6-0.

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

AGENDA ITEM NO. 8: Discussion and consideration of Redbird Properties, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 110 West Main Street.

City Attorney Joe Vorndran explained the appeal is void of factual considerations for the City Commission; the appeal expresses a general disagreement with the Administrative Order. Mr. Vorndran suggested allowing Mr. Bill Warmaker, owner of Redbird Properties, LLC, to present specific items that are in error to the Administrative Order.

DRAFT

Mr. Bill Warmaker provided a handout and explained his appeal. He stated the City of Shawnee has issued an Administrative Order for the demolition of the structure located at 110 West Main Street. Mr. Warmaker explained he would like to restore the building and has contacted a contractor for the repair.

Building Inspector Kevin Moore gave a presentation and explained the ongoing process with the structure at this location.

Mr. Kevin Moore and Mr. Joe Vorndran answered questions from the Commission. Staff's recommendation is to uphold the Administrative Order regarding the demolition of the structure located at 110 West Main Street.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to deny Redbird Properties, LLC's appeal of an Administrative Order regarding the demolition of the structure located at 110 West Main Street. Motion carried 5-1.

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

AGENDA ITEM NO. 9: Discussion and consideration of an amendment to the Sales Tax Rebate Agreement with Elmer Smith Oil Company.

City Engineer Seth Barkhimer provided a staff report. He explained the original Sales Tax Rebate Agreement with Elmer Smith Oil Company included public infrastructure construction of two traffic signals. However, the Oklahoma Department of Transportation denied the request. Since the traffic signals cannot be permitted, the developer requested to alter the original Sales Tax Rebate Agreement to remove $250,000.00 from the maximum incentive.

A motion was made by Commissioner Weaver, seconded by Commissioner Sehorn, to approve an amendment to the Sales Tax Rebate Agreement with Elmer Smith Oil Company. Motion carried 6-0.

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

DRAFT

AGENDA ITEM NO. 10: Discussion and consideration of a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.

Public Works Director Brad Schmidt explained this resolution is to surplus items that are no longer needed.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve a resolution declaring certain items of personal property surplus and no longer needed for City purposes; describing said items, and authorizing the sale of said items by auction and, in the event items do not sell at auction, disposal at the City's discretion.

Resolution No. 6640 was introduced.

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

Motion carried 6-0.

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

AGENDA ITEM NO. 11: Discussion and consideration of a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee. *(Deferred from the August 16, 2021 City Commission meeting.)*

City Attorney Joe Vorndran addressed Agenda Item Nos. 11 and 12. He explained the removal of the temporary moratorium on new business permits and licenses. Mr. Vorndran also provided information on restricting locations of medical marijuana establishments within the City of Shawnee. Staff recommends

DRAFT

removal of the moratorium; however, staff does not recommend passage of an ordinance restricting locations of medical marijuana establishments within the City of Shawnee, as detailed in Agenda Item No. 12.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Matthews, to approve a resolution removing the temporary moratorium on the granting of new business permits and licenses requested under Chapter 8, Article VIII (Medical Marijuana), of the Code of Ordinances of the City of Shawnee.

Resolution No. 6641 was introduced.

A RESOLUTION REMOVING THE TEMPORARY MORATORIUM ON THE GRANTING OF NEW BUSINESS PERMITS AND LICENSES REQUESTED UNDER CHAPTER 8, ARTICLE VIII (MEDICAL MARIJUANA), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE.

Motion carried 6-0.

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

AGENDA ITEM NO. 12: Discussion and consideration of an ordinance providing for license and permit requirements; restricting locations of medical marijuana establishments within the City of Shawnee; providing for severability; providing for codification; providing for repeal; and providing for emergency clause.

There was no action taken.

AGENDA ITEM NO. 13: Discussion regarding restrictions of shopping carts in public areas.

Interim City Manager Eric Benson explained he has examined how other municipalities have addressed shopping carts in public areas. He stated he would like the opportunity to present a method of handling the situation, if there was no opposition from the Commission.

DRAFT

AGENDA ITEM NO. 14: Discussion regarding nuisance liens filed by the City of Shawnee.

Interim City Manager Eric Benson explained there was nearly $1 million in outstanding lien fees. Currently the City of Shawnee does not have a mechanism to leverage said interest. He stated he would like to present a means by which those properties could become available with several options.

AGENDA ITEM NO. 15: 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. 16: Commissioners Comments

The Commissioners commented on the Administrative Order appeal regarding the Main Street structure.

Commissioner Flood thanked City Staff for their hard work.

Commissioner Weaver commented on the previous Shawnee Twin Lake Advisory Committee meeting.

Commission Weaver announced he would be relocating to a different Ward in the City and stated he would be resigning as Ward Two City Commissioner.

Commissioner Matthews commented on shopping carts in public places and expressed his hopefulness for a solution.

Mayor Bolt expressed his appreciation for the Tourism Presentation. He also commented on the Shawnee Twin Lakes Advisory Committee meeting.

DRAFT

AGENDA ITEM NO. 17: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (8:50 p.m.)

_____
ED BOLT, MAYOR

ATTEST:

_____
LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners **2. c.**

Meeting Date: 09/20/2021

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 August 2021
- Project Payment Report for August 2021
- Planning Commission Minutes from the July 7, 2021 and August 4, 2021 regular meetings.

Attachments

License Payment Report

Project Payment Report

PC July Minutes

PC August Minutes

08/01/2021 - 08/31/2021

Name	Contractor	Fee Name	Payment Date	Fee Amount
RITCHIE ELECTRIC, INC	JUSTIN RITCHIE	Contractor License - Initial	8/27/2021	100.00
SANDRA K CARMICHAEL		Alarm Registration - Annual Renewal	8/25/2021	15.00
ADAM BALKEMA		Lake Lease	8/24/2021	746.00
ADAM BALKEMA		Transfer fee	8/24/2021	1,000.00
ADAM BALKEMA		Inspection	8/24/2021	75.00
PETSMART#2428	ENE WANO	Alarm Registration - Initial	8/23/2021	25.00
PIPED OUT PLUMBING	CHAD TEFFT	Contractor License - Initial	8/17/2021	100.00
RICKS DIRT WORKZ	RICK GOSS	Demolition	8/13/2021	75.00
GATLIN HEAT AND AIR	THEODORE GATLIN	Contractor License - Initial	8/12/2021	100.00
GATLIN HEAT AND AIR	CHRISTOPHER GATLIN	Contractor License - Initial	8/12/2021	100.00
MOOSMAN MOTORS	JOEL BROWN	Retail	8/11/2021	50.00
AIR COMFORT SOLUTIONS	DANIEL FAVATA	Contractor License - Initial	8/9/2021	100.00
CITY WIDE PLUMBING	LARRY D MURFIN	Contractor License - Initial	8/10/2021	100.00

Entity Fee Report

Name	Contractor	Fee Name	Payment Date	Fee Amount
FRONTIER PLUMBING	RON CALLAHAN	Contractor License - Annual Renewal	8/9/2021	75.00
AIR COMFORT SOLUTIONS	DANIEL FAVATA	Contractor License - Annual Renewal	8/9/2021	75.00
PAPA GRAPE'S THRIFT	GENE OR JODY O'CONNOR	Retail	8/11/2021	50.00
ALLISON FRANKLIN		Alarm Registration - Annual Renewal	8/9/2021	15.00
EAST ELECTRICAL SERVICES	GREG RANDOLPH	Contractor License - Initial	8/4/2021	100.00
AARONS STORM SHELTERS	AARON S GLENN	Storm Shelter Installer	8/3/2021	75.00
RW PROPERTIES II, LLC	PRS WHITE	Retail	8/2/2021	50.00
CC MIDWEST MECHANICAL LLC	SAMUEL C DAVIS	Contractor License - Initial	8/2/2021	100.00
				3,126.00

Total Records: 21 **9/1/2021**

08/01/2021 - 08/31/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210761	8/31/2021	P - Plumbing	601 W 39TH ST	COMPLETE PLUMBING	RELACE	0
20210760	8/31/2021	P - Plumbing	3 KIOWA	ROTO-ROOTER	REPLACE	0
20210759	8/30/2021	M - Mechanical	5 PARK DR	AIR FORCE 1 A/C & HTG LLC	SERVICE CALL	0
20210758	8/30/2021	O - Paving Cut and Boring	1815 N HARRISON AVE	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210757	8/30/2021	O - Curb Cut, Driveway and Sidewalk	530 W DEWEY ST	MARK BIRNEY	REPLACE EXISTING	0
20210756	8/30/2021	M - Mechanical	2237 GRAY DOVE RIDGE	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0
20210755	8/27/2021	O - Curb Cut, Driveway and Sidewalk	5 TERRA LN	TKO CONCRETE	REPLACE EXISTING	0
20210754	8/27/2021	P - Plumbing	20 E 9TH ST	BRAGGS PLUMBING	CHANGE OUT	0
20210753	8/27/2021	E - Electrical	8 BRIARWOOD	RITCHIE ELECTRIC, INC	REMODEL	0
20210752	8/27/2021	E - Electrical	930 E HAYES ST	OKIE SOLAR	NEW INSTALLATION	0
20210751	8/27/2021	E - Electrical	2021 N PARK AVE	PINNACLE HOME SERVICE dba MISTER SPARKY	REWIRE	0
20210750	8/26/2021	P - Plumbing	1310 E INDEPENDENCE ST	CND PLUMBING	REPAIR	0

Monthly - City Clerk

Square Feet	Total Fees
0	$54.50
0	$54.50
0	$54.50
0	
0	$50.00
0	$79.50
0	
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210749	8/26/2021	E - Electrical	4701 VIRGIE	ABOVE ALL ELECTRICAL	SWIMMING POOL	0
20210748	8/26/2021	O - Paving Cut and Boring	2205 N KICKAPOO	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210747	8/26/2021	O - Paving Cut and Boring	529 N HARRISON	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210746	8/26/2021	O - Paving Cut and Boring	136 W MACARTHUR ST	CODE RED UNDERGROUND, LLC	ROAD BORE	0
20210745	8/25/2021	O - Demolition and Moving	929 N DRAPER	K&M WRECKING	DEMOLITION	0
20210744	8/24/2021	B - Residential - Remodel	124 E KIRK	DISA DRURY	REMODEL	5,000
20210743	8/24/2021	E - Electrical	227 N UNION	ALL PHASE ELECTRIC INC	REPAIR	0
20210742	8/24/2021	M - Mechanical	2320 AIRPORT DR	SPARKS HEAT & AIR INC	CHANGE OUT	0
20210741	8/24/2021	O - Curb Cut, Driveway and Sidewalk	15 E FRANKLIN	PHYLLIS BOLT		0
20210740	8/24/2021	M - Mechanical	1208 1/2 E 10TH ST	ACOCK CLIMATE CONTROL	REPAIR	0
20210739	8/24/2021	B - Solar Panels	930 E HAYES ST	OKIE SOLAR	NEW INSTALLATION	30,000
20210738	8/23/2021	O - Sign	3443 N KICKAPOO	ACURA NEON, INC	REPLACE EXISTING	14,300
20210737	8/23/2021	P - Plumbing	1216 E ADA ST	DALE'S PLUMBING	NEW INSTALL	0
20210736	8/23/2021	B - Commercial - Add On	196 SHAWNEE MALL DR	JACKIE WAGGNOR	NEW CONSTRUCTION	650,000
20210735	8/23/2021	P - Plumbing	2401 E HIGHLAND	HOLLOWELL PLUMBING	REPAIR	0
20210734	8/20/2021	B - Residential - Add On	529 N KICKAPOO	ARMANDO SALAS	NEW CONSTRUCTION	7,500

Square Feet	Total Fees
0	$54.50
0	
0	
0	$240.00
0	$50.00
200	
0	$54.50
0	$104.50
0	$50.00
0	$54.50
361	$81.21
0	$50.00
0	$54.50
0	
0	$54.50
400	

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210733	8/20/2021	B - Residential - New	33808 BELCHER RD	DAN COPE	NEW CONSTRUCTION	176,290
20210732	8/19/2021	B - Commercial - Remodel	1414 N KENNEDY AVE	TIMBERLAKE CONSTRUCTION	REMODEL	1,827,942
20210731	8/19/2021	P - Plumbing	17810 STEVENS RD	VIP PLUMBING	REPAIR	0
20210730	8/19/2021	B - Commercial - Remodel	20 E 9TH ST	HERD CONSTRUCTION	RE-ROOF	3,000,000
20210729	8/18/2021	E - Electrical	1209 E WHITTAKER	RODGERS ELECTRIC	REMODEL	0
20210728	8/18/2021	O - Sign	1502 N HARRISON	INSIGNIA SIGNS, INC	MONUMENT	2,500
20210727	8/18/2021	O - Sign	1502 N HARRISON	INSIGNIA SIGNS, INC	MONUMENT	6,000
20210726	8/18/2021	O - Sign	1502 N HARRISON	INSIGNIA SIGNS, INC	MONUMENT	8,000
20210725	8/18/2021	O - Sign	1502 N HARRISON	INSIGNIA SIGNS, INC	WALL	6,100
20210724	8/18/2021	O - Sign	1502 N HARRISON	INSIGNIA SIGNS, INC	WALL	2,300
20210723	8/18/2021	M - Mechanical	825 E WALLACE	ATC HEAT & AIR	CHANGE OUT / GAS METER RESET	0
20210722	8/17/2021	P - Plumbing	2110 W INDEPENDENCE ST	JIMMY'S PLUMBING	REPAIR	0
20210721	8/13/2021	O - Paving Cut and Boring	22 W MAIN ST	GW UTILITY CONSTRUCTION	AERIAL	0
20210720	8/17/2021	P - Plumbing	4403 KENT RHOAD	M&J CONTRACTORS	GAS LINE EXTENSION	0
20210719	8/16/2021	O - Demolition and Moving	1311 N CENTER AVE	K & M WRECKING	DEMOLITION	0
20210718	8/16/2021	P - Plumbing	1233 SHERRY LN	DALE'S PLUMBING	GAS LINE	0
20210717	8/16/2021	P - Plumbing	410 S PARK AVE	CHAMPION PLUMBING	CHANGE OUT	0

Square Feet	Total Fees
1,658	
12,000	$3,004.50
0	$54.50
250	$54.50
0	$54.50
4	
26	
12	
14	
12	$400.00
0	$142.00
0	
0	
0	$54.50
0	
0	$54.50
0	$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210716	8/16/2021	M - Mechanical	1830 N PHILADELPHIA AVE	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20210715	8/16/2021	E - Electrical	2 CHEVY CHASE	FULL SPEED ELECTRIC	NEW INSTALLATION	0
20210714	8/16/2021	M - Mechanical	1507 WINDMILL RIDGE DR	VELOCITY AIR CO., LLC	CHANGE OUT	0
20210713	8/16/2021	P - Plumbing	1206 ARIANA ST	PIPED OUT PLUMBING	GAS LINE EXTENSION	0
20210712	8/16/2021	B - Residential - New	31520 INGRAM RD	SONNY & MORGAN SNEED	MOVE ON - MOBILE HOME	17,000
20210711	8/16/2021	B - Residential - Remodel	219 S PENNSYLVANIA	MARION MILES	REMODEL	0
20210710	8/16/2021	B - Residential - Remodel	217 S PENNSYLVANIA	MARION MILES	REMODEL	0
20210709	8/13/2021	O - Paving Cut and Boring	1302 N UNION AVE	A1 QUALITY SERVICES	STREET CUT	0
20210708	8/13/2021	O - Demolition and Moving	211 N KIMBERLY	RICK'S DIRT WORKZ	DEMOLITION	0
20210707	8/13/2021	O - Sign	424 W 10TH ST	YEARWOOD DESIGN WORKS	WALL SIGN	4,678
20210706	8/12/2021	O - Curb Cut, Driveway and Sidewalk	901 N PARK	ANTHONY BRADSHAW	CURB CUT	0
20210705	8/12/2021	B - Commercial - Remodel	7803 N KICKAPOO	JEFF SMITH	REMODEL	250,000
20210704	8/12/2021	M - Mechanical	2800 N BRYAN	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20210703	8/11/2021	B - Storm Shelter	41509 HAZEL DELL	WENDELL RICHARDS	NEW INSTALLATION	3,650
20210702	8/11/2021	P - Plumbing	324 E INDEPENDENCE ST	STANLEY PLUMBING SERVICES	NEW	0

Square Feet	Total Fees
0	$79.50
0	$54.50
0	$104.50
0	$54.50
784	
0	
0	
0	$60.00
0	$50.00
100	$100.00
0	$50.00
12,035	$3,013.25
0	$79.50
24	$29.50
0	$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210701	8/11/2021	P - Plumbing	2208 N TUCKER AVE	STANLEY PLUMBING SERVICES	NEW	0
20210700	8/10/2021	O - Curb Cut, Driveway and Sidewalk	3901 MARIE DR	ALLEN HUBBARD	REPLACE	0
20210699	8/10/2021	O - Curb Cut, Driveway and Sidewalk	4009 BLAINE RD	ALLEN HUBBARD	REPLACE	0
20210698	8/9/2021	P - Plumbing	1416 N HARRISON AVE	CITY WIDE PLUMBING	REPLACE	0
20210697	8/9/2021	M - Mechanical	4735 N KICKAPOO AVE	CC MIDWEST MECHANICAL LLC	CHANGE OUT	0
20210696	8/9/2021	B - Swimming Pool	4701 VIRGIE	TREY CONLEY	NEW CONSTRUCTION	13,999
20210695	8/9/2021	O - Demolition and Moving	708 E GRANT	K&M WRECKING	DEMOLITION	0
20210694	8/6/2021	E - Electrical	1206 ARIANA ST	FAITH ELECTRIC INC	NEW INSTALL	0
20210693	8/6/2021	O - Demolition and Moving	708 E GRANT	K&M WRECKING	DEMOLITION	0
20210692	8/6/2021	P - Plumbing	2329 LIBERTY	CS PLUMBING	NEW GAS LINE	0
20210691	8/5/2021	M - Mechanical	902 W 9TH ST	COMFORT CONTROL SPECIALISTS	CHANGE OUT	0
20210690	8/5/2021	P - Well	15492 PATTERSON RD	WATER WORX WELL SERVICE	NEW CONSTRUCTION	0
20210689	8/5/2021	E - Electrical	1502 N HARRISON	WELCO ELECTRIC INC	NEW CONSTRUCTION	0
20210688	8/5/2021	M - Mechanical	1801 N BEARD AVE	LOVES HVAC	CHANGE OUT	0
20210687	8/5/2021	B - Residential - New	41509 HAZEL DELL	GREG SEBASTIAN	NEW CONSTRUCTION	800,000

Square Feet	Total Fees
0	$54.50
0	$50.00
0	$50.00
0	$54.50
0	$504.50
452	$64.50
0	$50.00
0	$54.50
0	
0	$54.50
0	$79.50
0	$100.00
0	$154.50
0	$104.50
6,943	$1,829.89

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20210686	8/4/2021	PC - PUD (Planned Unit Development)	420 N KICKAPOO AVE	MICHAEL SAN PEDRO	FAIRGROUNDS ADDITION	0
20210685	8/4/2021	O - Sign	4848 N KICKAPOO AVE	CLOVER SIGNS	REPLACE EXISTING	1,995
20210684	8/4/2021	B - Storm Shelter	1301 MEDINAH DR	AMBER LEONE	STORM SHELTER	8,500
20210683	8/4/2021	E - Electrical	825 E WALLACE	BAKER BROTHERS ELECTRIC	REPAIR	0
20210682	8/4/2021	B - Accessory Structure	1215 ORCHARD DR	JAMES MCCLARY	NEW CONSTRUCTION	16,000
20210681	8/3/2021	P - Plumbing	925 N PARK	ALL ABOUT PLUMBING	REMODEL	0
20210680	8/3/2021	O - Demolition and Moving	114 PONTOTOC LN	PHYLLIS KELLY	DEMOLITION	0
20210679	8/3/2021	P - Plumbing	1308 LAVERNE	DALE'S PLUMBING	REPAIR	0
20210678	8/3/2021	P - Plumbing	616 N OKLAHOMA	DALE'S PLUMBING	REPAIR	0
20210677	8/3/2021	O - Demolition and Moving	4901 N KICKAPOO AVE	CLARK CONSTRUCTION INC	INTERIOR DEMOLITION	0
20210676	8/2/2021	B - Commercial - Add On	1105 E HIGHLAND	BRUNO MBOTE	CHURCH - ADD ON	5,000
20210675	8/2/2021	E - Electrical	232 W MIDLAND ST #B	TIMOTHY ROBERTS	REPLACE	0
20210674	8/2/2021	E - Electrical	232 W MIDLAND ST	TIMOTHY ROBERTS	REPLACE	0
20210673	8/2/2021	M - Mechanical	653 N Kickapoo	A-TEAM	CHANGE OUT	0
20210672	8/2/2021	E - Electrical	4600 KELLYE GREEN	HOMESTEAD ELECTRIC	POOL	0
20210671	8/2/2021	B - Swimming Pool	3316 N UNION AVE	JORDAN THOMPSON	NEW INSTALLATION	700
20210000	8/30/2021					0

Total Records: 92

Square Feet	Total Fees
0	$600.00
15	$150.00
112	$29.50
0	$54.50
256	$58.90
0	$54.50
0	$50.00
0	$54.50
0	$54.50
49,315	$50.00
72	$29.50
0	$54.50
0	$54.50
0	$129.50
0	$54.50
177	$64.50
0	
	$13,765.75

REGULAR PLANNING COMMISSION MINUTES
DATE: July 7, 2021

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma,met in person for a regular meeting on July 7, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: **Roll Call**

The following Commissioners were present:

Present: Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Absent: Walker

City Planner Rachel Clyne stated there was a quorum, and the meeting was called to order.

AGENDA ITEM NO. 2: **Citizens' Participation**
(A three-minute limit per person)
(A twelve-minute limit per topic)

Chair Deem opened the floor for public participation for items not on the meeting's agenda.There was no participation.

AGENDA ITEM NO. 3:

Consideration of approval of the minutes from the regular meeting of April 7, 2021.

Chairperson Deem asked the Planning Commissioners if there were questions or corrections to the minutes.

Commissioner Loftis-Walton made a motion to approve the minutes as presented, which was seconded by Commissioner Johnson.
Motion passed 5-0-1.

Aye: Loftis-Walton, Johnson, Deem, Engles, Lester
Nay: None
Abstain: Rowell

AGENDA ITEM NO. 4: **Case No. CUP01-21 – Consideration of a request for rezoning at 33001 Lake Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit).**
Applicant: Greta Madson (Enterprises, LLC)

Chairperson Deem asked for a staff report. Planner Clyne stated the applicant was requesting to rezone property located at 33001 Lake Road, containing approximately 4-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a wedding venue with the sale and consumption of alcoholic beverage on the

premises. Staff recommended the Planning Commission recommend Approval to the City Commission.

Chair Deem opened the public hearing. With no comments from the public, Chair Deem closed the public hearing.

Commissioner Johnson made a motion to recommend approval of **#CUP01-21** as presented, which was seconded by Commissioner Engles.
Motion passed 5-0-0.

Aye: Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None
Abstain: None

It was stated the application (Case # **CUP01-21**) would be heard at the next regular City Commission meeting on Monday, July 19, 2021, at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 5: **Case No. CUP02-21 -- Consideration of a request for rezoning at 15515 Perry Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit)**

Applicant: Edward and Sandra Moore.

Chair Deem asked for a staff report. Planner Clyne stated the applicant was requesting to rezone property located at 15515 Perry Road, containing approximately 1.5-acres, from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a CUP (Conditional Use Permit) for the purpose of a garage/cottage guest house (ADU (Accessory Dwelling Unit). Staff recommended the Planning Commission recommend Approval to the City Commission.

Chair Deem opened the public hearing. She asked if anyone wanted to speak in favor or in opposition of this case. With no comments from the public, Chair Deem closed thepublic hearing.

Commissioner Loftis-Walton made a motion to recommend approval of **# CUP02-21**as presented, which was seconded by Commissioner Rowell.
Motion passed 6-0-0.

Aye: Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None
Abstain: None

It was stated the application (Case # **CUP02-21**) would be heard at the next regular City Commission meeting on Monday, July 19th, 2021, at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 6: **Case No. RZ06-21 -- Consideration of a request for rezoning at 3715 North Kickapoo Avenue from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District).**

Applicant: Kim Wheeler on behalf of HIA Legacy, LLC.

Chair Deem asked for a staff report. Planner Clyne stated the applicant was requesting to rezone

property located at 3715 North Kickapoo Avenue, containing approximately 2.5-acres, from C-2 (Suburban Office Commercial District) and R-1 (Single Family Residential District) to C-3 (Highway Commercial District). Staff recommended the Planning Commission recommend Approval to the City Commission.

Chair Deem opened the public hearing. Mr. Kim Wheeler, the applicant represented the owner was present and available for questions. In response to questions about the current location of the existing tag agency, Mr. Wheeler advised the tag agency would remain. He did not know the length of the lease on that building. With no comments from the public, Chair Deem closed the public hearing.

Commissioner Loftis-Walton made a motion to recommend approval of **# PL08-21** as presented, which was seconded by Commissioner Engles.
Motion passed 5-0-0.

Aye: Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None
Abstain: None

It was stated the application (Case # **RZ06-21**) would be heard at the next regular City Commission meeting on Monday, July 19, 2021, at 6:00 p.m. in the Commission Chambers.

AGENDA ITEM NO. 7: **Planning Director's Report**

Planner Clyne relayed a message on behalf of Planning Director Blaine that the applicationsfor the Arts Commissions were due by April 15, 2021.

AGENDA ITEM NO. 8: **New Business**

City Planner Clyne acknowledged Commissioner Loftis-Walton for being awarded the 2021 Legislative Advocate of the Year by the Central Oklahoma Clean Cities Coalition. The Shawnee Arts & Culture Commission would have its first meeting at the end of the month.

AGENDA ITEM NO. 9: **Commissioners Comments**

Commissioner Loftis-Walton thanked everyone for acknowledging her award. She suggested that the topic of environmentally friendly straws be discussed in the future.

Commissioner Engles expressed her excitement about the Hallmark movie that was filming in Shawnee and the City of Guthrie.

It was noted that the filming was coordinated n part by the Oklahoma Film and Music Office. The point person for the City of Shawnee was Tourism Director, Stacy Moore.

AGENDA ITEM NO. 10: **Adjournment**

Commissioner Loftis-Walton made a motion to adjourn, which was seconded by Commissioner Lester.

Motion passed 6-0-0.

Aye: Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None
Abstain: None

Meeting was adjourned at 1:45 p.m.

Cody Deem
Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

REGULAR PLANNING COMMISSION MINUTES
DATE: August 4, 2021
Meeting Minutes

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on August 4, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

Item 1. Roll Call

The following Commissioners were present:

Present: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Absent: None

City Planner, Rachel Clyne, stated there was a quorum, and the meeting was called to order.

Item 2. Approval of Minutes

Consideration of approval of the minutes from the regular meeting of July 7, 2021.

Chair Deem asked the Planning Commissioners if there were questions or corrections to the minutes.

Commissioner Walker noted a scrivener's error on Item 3.

Commissioner Walker made a motion to **Approve** the minutes as with the correction, which was seconded by Commissioner Johnson.
Motion passed 6-0-1.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester
Nay: None
Abstain: Rowell

Item 3. Case No. **LOT01-21** -- Consideration of an application requesting a Lot Split of land located near 33808 Belcher Road.

Chairperson Deem asked for a staff report. Planner Clyne stated the applicant was requesting a Lot Split of 5-acres from the parent tract of approximately 13-acres. The applicants are applying for a variance for a reduction in minimum street frontage from the Zoning Board of Adjustment on August 19, 2021. Staff recommended that the Planning Commission vote for **Conditional Approval** of **LOT01-21** with the condition that the associated variance request (ZBOA-03-21) is approved.

Commissioner Rowell made a motion Conditionally Approve **LOT01-21** as presented, which was seconded by Commissioner Loftis-Walton.
Motion passed 7-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None

Abstain: None

Item 4. Case No. **LOT02-21** -- Consideration of an application requesting a Lot Split of land located on properties addressed 1101 N. Union Ave and 212 E. Kirk St.

Chair Deem asked for a staff report. Planner Clyne stated the applicant was requesting a Lot Split to an existing property that currently had two houses with two distinct addresses. Clyne explained in the Zoning Code under **Sec. 22-295.** - Traditional Neighborhood infill standards are discussed. The purpose of this floating zone (TN) is applied to legally created lots that are located in plats or replats recorded prior to 1960. The underlying base zoning of the lot (R-1) does not change, but additional standards are applied ensure that construction is compatible with the neighborhood.

Staff recommended the Planning Commission recommend **Approval** of **LOT02-21.**

Commissioner Loftis-Walton made a motion to Approve **LOT02-21** as presented, which was seconded by Commissioner Engles.
Motion passed 7-0-0.

Aye: Walker, Loftis-Walton, Johnson, Deem, Engles, Lester, Rowell
Nay: None
Abstain: None

Item 5. Planning Director's Report

City Planner Clyne advised the Shawnee Arts & Culture Commission had its first meeting July 28, 2021. She advised the Interim City Manager, Eric Benson was on duty through October 30, 2021. Clyne mentioned the need for another planner in the Planning Department and invited calls or emails. Clyne stated all Planning Commissioners' terms were up-to-date through the City Commission. Lastly, Clyne stated there were items ready for the September Planning Commission meeting.

Item 6. New Business

There was no new business.

Item 7. Commissioners Comments

Chair Deem acknowledged that she was grateful for everyone attending the meeting.

Item 8. Adjournment

Commissioner Deem declared the meeting was adjourned.

Meeting was adjourned at 1:48 p.m.

Cody Deem
Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

Regular Board of Commissioners **2. d.**

Meeting Date: 09/20/2021

Maintenance Bond

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of the public improvements for Cardinal Point Development and place maintenance bonds into effect.

Attachments

Memo

Maintenance Bond

City of Shawnee
OKLAHOMA

Office of Engineering

MEMORANDUM

DATE: Monday, September 20, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Acceptance of Cardinal Point Public Improvements

The Cardinal Point public water line, public sewer, and public paving improvements are complete and ready to be accepted by the City. The development is located on 45th Street between Union and Harrison. The developer paid 100% of the construction costs. The water line, sewer line, and paving were installed satisfactory and inspected to the City of Shawnee specifications. The lines and paving passed all required testing and are now ready for acceptance, and placement of the maintenance bonds into effect by the City.

Staff recommends the acceptance of the public improvements and placing the maintenance bonds into effect.

MAINTENANCE BOND

#87C237140

KNOW ALL MEN BY THESE PRESENTS:

That Jordan Contractors, Inc., 123 S. Broadway, Tecumseh, OK 74873,

as Principal, and The Ohio Casualty Insurance Company, 175 Berkeley Street, Boston, MA 02116,

a corporation organized under the laws of the State of New Hampshire and authorized to transact

business in the State of Oklahoma, as Surety, are held and firmly bound unto the Shawnee Municipal Authority/City of Shawnee, Benificiary in penal sum of ***Three Hundred Thirty Six Thousand Fifty Seven & No/100*** Dollars ($ 336,057.00) lawful money of the United States of America, said sum being equal to one hundred percent (100%) of the total contract price for the first (1) year, ten percent (10%) for one (1) year after completion and final acceptance (total of 2 years maintenance), for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

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

DATED this 24th day of August, 2021

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written CONTRACT with

Cardinal Point Development, dated March 13th, 2020, for
(State or Other Entity)

Phase I Water & Sewer Lines for Cardinal Point Addition, Shawnee, OK , all in compliance with the plans and specifications therefore, made a part of said Contract and on file in the office

of City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448.

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

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

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

(SEAL)

ATTEST: _____

JORDAN CONTRACTORS, INC CORPORATE SEAL OKLAHOMA

PRINCIPAL:
Jordan Contractors, Inc.

BY _____

TITLE _____

(SEAL)

_____

SURETY:
The Ohio Casualty Insurance Company

BY _____
Attorney-in-Fact

NAME Lisa Sherman

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205248-974468**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cody McNeill; John L. Birsner; John Rogers; Kyle D. Reser; Larry D. Bixler; Lisa Sherman; Mike Shannon; Susanne Cusimano; W. M. McNeill; Wendy Hollen

all of the city of Oklahaoma City state of OK each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of August, 2021.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2021

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

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

PRODUCER	CONTACT NAME: Ashley Mack	
Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	PHONE (A/C, No, Ext): (405) 691-0016	FAX (A/C, No): (405) 691-0415
	E-MAIL ADDRESS: amack@midamericainc.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Valley Forge Insurance Co	20508
INSURER B :	Continental Insurance Company	35289
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED	
Jordan Contractors, Inc. 123 South Broadway Tecumseh OK 74873	

COVERAGES **CERTIFICATE NUMBER:** 21/22 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6081071917	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6081071917	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			6081071898	07/01/2021	07/01/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6081071903	07/01/2021	07/01/2022	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Contractors Leased/Rented Equipment			6081071917	07/01/2021	07/01/2022	Limit	200,000
							Deductible	1,000

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

Pase I Water & Sewer Lines for Cardinal Point Additional, Shawnee, OK
Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER

Shawnee Municipal Authority City of Shawnee OK
PO Box 1448
Shawnee OK 74802

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Wm McNeill

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Regular Board of Commissioners **2. e.**

Meeting Date: 09/20/2021
Resignation
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information

Title of Item for Agenda
Acknowledge the resignation of Lisa Hair from the Shawnee Community Beautification Committee.

Attachments

Resignation Hair

Kacie Eck

From: Kacie Eck
Sent: Tuesday, September 14, 2021 9:00 AM
To: Kacie Eck
Subject: FW: [EXTERNAL EMAIL]Re: Published City of Shawnee Agenda Notification

From: Mikaylia M. Stewart
Sent: Tuesday, September 14, 2021 7:01 AM
To: Kacie Eck
Subject: FW: [EXTERNAL EMAIL]Re: Published City of Shawnee Agenda Notification

---

Mikaylia Stewart
Administrative Assistant
Shawnee Public Works
405-273-1960

City of Shawnee
PUBLIC WORKS

From: Lisa Kay Hair
Sent: Monday, September 13, 2021 9:56 PM
To: Mikaylia M. Stewart
Subject: [EXTERNAL EMAIL]Re: Published City of Shawnee Agenda Notification

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."

Thank you! Unfortunately I will not be able to attend.

I ask to be removed from the committee effective immediately [redacted]

I wish I could have stayed my entire term.

Thank you,

Lisa K Hair

Regular Board of Commissioners **2. f.**

Meeting Date: 09/20/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Mindy Palmer from the Shawnee Civic and Cultural Development Authority.

Attachments

Resignation Palmer

From: Mindy Palmer <mpalmer@streetmac.net>
Sent: Tuesday, September 14, 2021 12:13 PM
To: Ed Bolt - Mayor; Randy Gilbert
Subject: [EXTERNAL EMAIL]Shawnee SC&CDA Board

"CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."
Good Morning Gentlemen,

It is with regret that I am writing to inform you of my decision to resign from the Shawnee Civic & Cultural Development Authority board, effective immediately.

I don't feel that I am able to fulfill the requirements of my position at this time and it best to make room for someone with the time and
energy to devote to the job. It has been a pleasure serving with this group and I am confident that they will continue with more successes in the future.

I look forward to continuing to volunteer with the rodeo each year and if I can ever assist with something please don't hesitate to ask.

Mindy Mew-Palmer, CMD

Director of Marketing

shawnee MALL

4901 N. Kickapoo #5000
Shawnee, OK 74804
405.275.7253 ext. 104

Regular Board of Commissioners **2. g.**

Meeting Date: 09/20/2021
Contract
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information

Title of Item for Agenda

Approve renewal of the Pottawatomie County Public Safety Center Jail Services Agreement.

Attachments

Contract

POTTAWATOMIE COUNTY PUBLIC SAFETY CENTER
JAIL SERVICES AGREEMENT

This Jail Services Agreement made and entered into this _____ day of _____ 20____, by and between the Board of City Commissioners on behalf of the City of Shawnee, Oklahoma ("City of Shawnee") and the Pottawatomie County Public Safety Center Trust ("PCPSCT").

WITNESSETH:

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

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

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

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

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

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

1) **TERM/RENEWAL:**

(a) The term of the Agreement shall commence on the date of execution, and terminate on the _____ day of _____20____.

(b) This Agreement may be renewed upon the same or different conditions between the Parties annually. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval of the Board of City Commissioners on behalf of the City of Shawnee and the Executive Director of the PCPSCT.

2) **CHANGE(S):**

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

3) **NO SEPARATE LEGAL ENTITY:**

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

4) **PURPOSE:**

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

5) **DEFINITIONS:**

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

6) **MANNER OF FINANCING:**

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

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

In the event of any termination of this agreement earlier than the 30th day of _____ 20___, "compensation" as set out below (paragraph 8) shall be based on the usage to the date of termination.

8) **OTHER MATTERS:**

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

9) **COMPENSATION:**

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

The City of Shawnee will be charged one (1) day's compensation for an inmate booked into the jail at 8:00 p.m. or after and booked out before midnight (12:00 A.M.). If an inmate is booked in at 8:00 p.m. or after and remains incarcerated beyond midnight (12:00 a.m.), the first day's fee is waived.
In consideration of said payments, the PCPSC will operate and maintain the jail and shall assume responsibility for the incarceration therein consistent with applicable Statutes of the State of Oklahoma and the laws of the United States of America.

10) **SERVICES:**

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

(a) The PCPSCT hereby assumes all detention and incarceration functions, consistent with applicable laws, for every person delivered to their jail.

(b) The PCPSCT shall permit the law enforcement officers of the City of Shawnee and their agents, in the pursuance of official duties, as approved by the Executive Director and the Chief of Police of the City of Shawnee, to enter the jail at any and all hours to conduct official business in the course of the investigative process.

(c) The Executive Director of the PCPSCT shall permit and encourage the Chief of Police of the City of Shawnee and all officers to tour and/or utilize the facility for training or familiarity purposes.

(d) The City of Shawnee through the Police Department, Municipal Court, and Municipal Prosecutor shall have full access to and rights to copies of all fingerprint records, mug shots, video/audio recording, booking records, or any other information regarding inmates at no additional charge.

(e) Exclusions:

1. PCPSCT shall NOT provide services for excess inmate property storage. PCPSCT will not be responsible for any inmate property in excess. Excess is defined as any item that can not be contained in the provided inmate tote storage system. The tote is approximately L: 21 W: 15.5 D: 8.5 inches. Any item that cannot fit into these dimensions with the lid properly secured will not be accepted. This means items such as large backpacks, bicycles, etc. will NOT be accepted and SHALL NOT be left at the facility. Any excess inmate property will be the sole responsibility of the City of Shawnee.

2. PCPSCT shall NOT provide services for City of Shawnee inmates in a state of mental health crisis. City of Shawnee inmates meeting the criteria for, or requiring an Emergency Detention (ED), will NOT be accepted, or if previously accepted will NOT continue to be housed at PCPSC. Upon the release of a City of Shawnee inmate in crisis, the City of Shawnee will be responsible for ALL steps in the ED process. This includes the initial assessment. Any transportation to a mental health facility for an inmate in crisis shall be the sole responsibility of the City of Shawnee.

11) **TRANSPORTATION:**

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

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

Additional Transport Service Exclusions:

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

(b) PCPSCT will not provide emergency transports for any inmate requiring an Emergency Detention (ED). These will continue to be the responsibility of the City of Shawnee.

12) **TRANSITION:**

PCPSCT shall assume custody and control over City of Shawnee inmates as requested by the City of Shawnee, as set out below, under to this Agreement on the _____ day of _____ 20____.

13) **MEDICAL CARE:**

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

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

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

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

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

14) **SEVERABLE LIABILITY:**

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

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

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

15) **TERMINATION:**

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

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

16) **NOTICES:**

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

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

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

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

17) **FISCAL LIMITATIONS:**

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

18) **NON-ASSIGNABLE:**

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

19) **SEVERABLE:**

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

20) **LAWS/REGULATIONS:**

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

21) **MULTIPLE COUNTERPARTS:**

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

22) **SECURITY:**

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

23) **COMPLETE AGREEMENT:**

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

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

APPROVED by the Executive Director (or Designee) of the Pottawatomie County Public Safety Center on this _____ day of _____ 20____.

_____
Breonna Thompson, Executive Director

_____
Designee/Witness

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

BOARD OF CITY OFFICIALS OF
SHAWNEE, OKLAHOMA

_____
, Mayor

_____
, Vice Mayor

_____
, Commissioner

ATTEST:

_____
, City Clerk

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

_____
, Legal Counsel for City of Shawnee

Regular Board of Commissioners **2. h.**

Meeting Date: 09/20/2021

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:
Lot 12 Eckel Tract, 15105 Eckel Road
From: Cannon Revocable Living Trust
To: CC Cannon, LLC

Lot 16 Johnson Tract, 16614 Stevens Road
From: Howard Tommie
To: LeLand Prewitt and Rhonda Renee Berry

Lots 14 and 15 Johnson Tract, 16618 Stevens Road
From: Howard Tommie
To: LeLand Prewitt and Rhonda Renee Berry

Attachments

Cannon

Prewitt & Berry (Lot 16)

Prewitt & Berry (Lots 14 & 15)

Community
Development
Department

City of Shawnee
OKLAHOMA

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

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

Date: 9/13/2021	**License No.** 5184
Type	☐ Renewal ■ Transfer
Commission Meeting Date	09/20/2021
Property Address	15105 Eckel Rd
Lake Site Location	Eckel Tract Lot 12
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)	CC Cannon, LLC
Address	22 W Main, Suite A, Shawnee, OK 74801
Phone	405.760.9972
Current Lessee (Transfer From)	
Name(s)	Cannon Revocable Living Trust
Address	15105 Eckel Rd, Shawnee, OK 74801
Phone	
Inspection Information	
Inspection Required	■ Yes ☐ No
DEQ Report on File	■ Yes ☐ No
Type of Septic	■ Conventional ☐ Aerobic
Last Inspected/Pumped	05/18/2018
Miscellaneous Comments:	Transfer Fee $1000.00 Inspection Fee $75.00 Lease $746.00
Fees Collected	Check 2194, $1821.00, R#619

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 # 5184 **TRACT NAME** Eckel **LOT #** 12

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 09/20/2022 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

CC CANNON, LLC,
22 W MAIN, SUITE A
SHAWNEE, OK 74801

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:

15105 ECKEL RD

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

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

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

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

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

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

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

That the lessee agrees to lease the premises **AS IS** from the lessor with the knowledge and understanding that the lessor does not guarantee access to lots. Should the Lessee determine that an access road is necessary to reach his/her lot from a road already in existence, lessee agrees to use his/her own funds to create said access road. Lessee further agrees that upon access road completion it shall not be a private road, bur 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 wo 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

K Cannon
_____
PARTY OF THE SECOND PART

_____
PARTY OF THE SECOND PART

ATTEST:

_____
CITY CLERK

Community
Development
Department

City of Shawnee
OKLAHOMA

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

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

Date: 09/08/2021	**License No.** 5179
Type	☐ Renewal ■ Transfer
Commission Meeting Date	09/20/2021
Property Address	16614 Stevens Rd
Lake Site Location	Johnson Tract / Lot 16
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)	LeLand Prewitt & Rhonda Renee Berry
Address	16614 Stevens Rd, Shawnee, OK 74804
Phone	405.694.3392 / 501.772.0034
Current Lessee (Transfer From)	
Name(s)	Howard Tommie
Address	16614 Stevens Rd, Shawnee, OK 74804
Phone	
Inspection Information	
Inspection Required	■ Yes ☐ No
DEQ Report on File	■ Yes ☐ No
Type of Septic	■ Conventional ☐ Aerobic
Last Inspected/Pumped	01/11/2017
Miscellaneous Comments:	Inspection Fee - $75.00 Lease Payment - $746.00 Transfer Fee - $1000.00
Fees Collected	$1821.00 - Ck 549 - Rec No. 604

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 # 5179 **TRACT NAME** Johnston **LOT #** 16

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

LELAND PREWITT, RHONDA RENNE BERRY
16614 STEVENS RD
SHAWNEE, OK 74801

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:

16614 STEVEN 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, bur 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 wo 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

X _____
PARTY OF THE SECOND PART

X _____
PARTY OF THE SECOND PART

ATTEST:

_____
CITY CLERK

FILED FOR RECORD
OKEECHOBEE COUNTY

2017 JUN 28 PM 4:06

SHARON ROBERTSON
CLERK OF CIRCUIT COURT

IN THE CIRCUIT COURT FOR THE NINETEENTH
JUDICIAL CIRCUIT IN AND FOR
OKEECHOBEE COUNTY, FLORIDA

IN RE: THE ESTATE

OF HOWARD E. TOMMIE, PROBATE DIVISION

Deceased. CASE NO 17CP86

LETTERS OF ADMINISTRATION
(single personal representative)

TO ALL WHOM IT MAY CONCERN:

WHEREAS, HOWARD E. TOMMIE, a resident of Okeechobee County, Florida, died on March 17, 2017, owning assets in the State of Florida, and

WHEREAS, Karen Marie Two Shoes has been appointed Personal Representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW, THEREFORE, I, the undersigned circuit judge, declare Karen Marie Two Shoes duly qualified under the laws of the State of Florida to act as personal representative of the Estate of Howard E. Tommie deceased, with full power to administer the estate according to law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of the estate will permit and the law directs; and to make distribution of the estate according to law.

ORDERED on June 28, 2017.

Circuit Judge

LAURIE E. BUCHANAN
Circuit Judge

STATE OF FLORIDA
OKEECHOBEE COUNTY
THIS IS TO CERTIFY THAT THE FOREGOING 1 PAGES IS A TRUE AND CORRECT COPY OF THE ORIGINAL.
SHARON ROBERTSON, CLERK
BY: D.C.
DATE 6-29-2017

CLERK OF CIRCUIT COURT OKEECHOBEE COUNTY

Copied 9-13-21

FILE # 201706592 OR BK 792 PG 1469 DATE: 06/29/2017 10:31:13 AM
SHARON ROBERTSON CLERK & COMPTROLLER OKEECHOBEE COUNTY, FLORIDA
RECORDING FEES $0.00 RECORDED BY N Pinon Pg 1469 (1 pg)

Community
Development
Department

City of Shawnee
OKLAHOMA

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

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

Date: 09/08/2021	**License No.** 5180
Type	☐ Renewal ■ Transfer
Commission Meeting Date	09/20/2021
Property Address	16618 Stevens Rd
Lake Site Location	Johnson Tract / Lot 14/15
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)	LeLand Prewitt & Rhonda Renee Berry
Address	16614 Stevens Rd, Shawnee, OK 74804
Phone	405.694.3392 / 501.772.0034
Current Lessee (Transfer From)	
Name(s)	Howard Tommie
Address	16614 Stevens Rd, Shawnee, OK 74804
Phone	
Inspection Information	
Inspection Required	■ Yes ☐ No
DEQ Report on File	■ Yes ☐ No
Type of Septic	■ Conventional ☐ Aerobic
Last Inspected/Pumped	01/11/2017
Miscellaneous Comments:	Inspection Fee - $75.00 Lease Payment - $746.00 Transfer Fee - $1000.00
Fees Collected	$1821.00 - Ck 1499 - Rec No. 605

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 # 5180 **TRACT NAME** Johnston **LOT #** 14/15

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

LELAND PREWITT, RHONDA RENEE BERRY
16614 STEVENS RD
SHAWNEE, OK 74801

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:

16618 STEVENS 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, bur 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 wo 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

X _____
PARTY OF THE SECOND PART

X _____
PARTY OF THE SECOND PART

ATTEST:

_____
CITY CLERK

Regular Board of Commissioners **2. i.**

Meeting Date: 09/20/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Shawnee Arts and Culture Commission

---Sha'kiya Morris 1st Partial Term Expires: May 1, 2024

Replaces LeAnne Henry Wright – Resigned

Shawnee Civic and Cultural Development Authority

Stacy Cramer-Moore 1st Partial Term Expires: December 31, 2023

Replaces Mindy Palmer – Resigned

Shawnee Hospital Authority

Mark Finley 3rd Full Term Expires: December 31, 2027

Reappointment

Kathleen Laster 3rd Full Term Expires: December 31, 2027

Reappointment

Stephen Trotter 3rd Full Term Expires: December 31, 2027

Reappointment

Attachments

Morris

Moore

Finley

Laster

Trotter

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: Sha'kiya Morris
Application Date: 04.12.2021
Address: 1812 E. Chandler Drive
Date of Birth: 07.02.1988
Mailing Address: 1812 Chandler Drive, Shawnee, OK, 74801
Daytime Phone: 312.505.1666 Fax: N.A Email: soamorris@gmail.com
Profession: Founder, Author, Artist, and Student
Business Name: The Powers of HER
Business Address: www.thepowersofher.com
Business Phone: 405.254.7460 Fax: N/A Email: thepowersofher@gmail.com

Do you live within the City Limits of the City of Shawnee? Yes ◉ No ○

Do you currently serve on a City board, committee, or commission? Yes ○ No ◉

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 3 years

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 am comitted to encouraging communities to be better than they imagined by providing valuable experiences that enables the members of this community to become engaged with the rich culture and transitions of Shawnee.

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 expect to bring about awareness and engage the community about sustainability, regenerative solutions, and share how we can make positive impacts on the future today.

I believe that bringing my passion for art and design, biophilia, culinary and musical arts, and community engagement and having a chance to infuse or weave these into the threads makes the Shawnee community strong.

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

Currently, I run two businesses that are volunteer-service based. The Powers of HER is a non-profit that empowers women and future generations to make healthy AND wealthy communities.

Furthermore, I run an online internship program that provides free consulting, mentorship, networking, and job-seeking services to junior and senior high school students and college interns seeking employment or opportunity

List education, including degree(s) earned:

Arizona State University |ASU|BA in Sustainability and International Development Minor: Design from the College of Sustainability, Anticipated Graduation Date Spring 2022, G.P.A. 3.5.

Before transferring to A.S.U., I attended The Art Institutes of St. Louis and Pittsburgh for Interior Design. While there, I received the highest honors and maintained a 4.0 G.P.A.

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

No

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

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

N/A

Have you ever declared personal or business bankruptcy? No

If so, please explain:

N/A

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Marsha Gonzaga	Mentor	480.965.8584
Allie Hood	Friend	540.589.2576
Rob Howze	Friend & Associate	Humologytime@gmail.com

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 Shakiya Morris Date 04.12.2021

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

SHA'KIYA MORRIS

1812 CHANDLER DRIVE, SHAWNEE, OK, 74801 312.505.1666|
THEPOWERSOFHER.COM| THEINTERNCOLLECTIVE.COM|
SOAMORRIS@GMAIL.COM

To whom this may concern:

While there are many reasons for my interest in serving on the Arts and Cultural Commission of Shawnee, I believe that I will represent the values and execute the vision of inclusion and progress within Shawnee. I am committed to encouraging communities to be better than they imagined by providing valuable experiences that enable community members to become engaged with the culture and art of Pottawatomie County. I strongly believe in the mission that the Shawnee governing parties are trying to facilitate for healthier and economically secure futures, and I want to be part of this mission. I am here to sign up my time, skill, and expertise to accelerate and establish social, health, economic wellness, well-being, and security.

I believe that bringing my passion for art and design, biophilia, culinary and musical arts, and community engagement and having a chance to infuse or weave these into the threads makes the Shawnee community strong. I expect to bring about awareness and engage the community about sustainability, regenerative solutions, and share how we can make positive impacts on the future today. These are just a few of the characteristics I carry as a member of this community and intend to bring with me as I take on the tasks and duties of being a member of the Arts and Cultural Commission. We have a chance to become evolved through our involvement. Enriching the community with Art and Culture will guide us toward progress; progress could lead us to prosperity. As an artist, I feel that my skill and knowledge of innovation, art, art history, design, and application would contribute to environmentally friendly administration. These culture-rich and inclusive communities would thrive in Shawnee. While I have never run or applied for a position like this, it has been a goal of mine, and there's no day, like today, I want a chance to work alongside the leaders of this community and provide assistance in facilitating solutions through collaborative efforts to guide a vision of unity within the community.

This letter is an attachment to the application for the Art and Culture Commission Opening.

SHA'KIYA MORRIS

1812 CHANDLER DRIVE, SHAWNEE, OK, 74801 312.505.1666|
THEPOWERSOFHER.COM| THEINTERNCOLLECTIVE.COM|
SOAMORRIS@GMAIL.COM

Currently, I run two businesses that are volunteer-service based. The Powers of HER is a non-profit that empowers women and future generations to make healthy AND wealthy communities. Furthermore, I run an online internship program that provides free consulting, mentorship, networking, and job-seeking services to junior and senior high school students and college interns seeking employment or opportunity in the fields of: Sustainability, Community Organization and Development, Energy and Infrastructure, Policy, Biological Sciences, Space and Technology, Design, Art Preservation, and Conservation, Art History, Business (International), Global Health, Biomimicry, and Sustainable Food, Agriculture, and Transportation.

I write and illustrate children's books and coloring music to inspire and share information about regenerative, renewable, and sustainable ways to build resilient and inclusive communities. My books also convey a message for children to love themselves and others for who they ARE, not how they look.

I produce and host a podcast that informs the public about companies and people who are building communities, offer regenerative solutions, inventors of environment-saving gadgets and apps, finances, and help others understand what sustainability is and ways we can achieve it.

I call and write letters to major corporations and organizations to discuss ways to implement "green" initiatives and request donated goods and services to those neediest in communities across the U.S.

Thank you for the opportunity to present my aspirations and share all the possibilities that we can make together.

Respectfully yours,
Sha'kiya Morris

Applicant for the Arts and Culture Commission

This letter is an attachment to the application for the Art and Culture Commission Opening.

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☐ Reappointment – Partial/First/Second Term

Name: Stacy Cramer Moore
Application Date: 09/13/2021
Address: 2 Northridge Rd
Date of Birth: 04/19/1974
Mailing Address: 2 Northridge Rd
Daytime Phone: 4052759780 Fax: _____ Email: stacy.moore@shawneeok.org
Profession: Tourism Professional
Business Name: Visit Shawnee - City of Shawnee
Business Address: 2820 N Kickapoo
Business Phone: 4052759780 Fax: _____ Email: stacy.moore@shawneeok.org

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: Twin Lakes

How many years have you lived in Shawnee? 2 + 11

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?
The expo center is a treasure of the community. Good, posititve, progressive leadership can ensure the expo's success into future decades.

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?
The museum-attraction which I lead for ten years was a Top 10 Museum of the West twice and Oklahoma's Attraction of the Year four times. Hosted numerous events.

What civic or volunteer activities (if any) are you currently involved in?
Oklahoma Travel Industry Association - Board of Directors
Parent Association - Will Rogers Elementary

List education, including degree(s) earned:
Masters Degree - Community Development (in progress)
B.S. Biology

Have you ever served on a City-appointed board/committee/commission before? If so, which ones and for how long did you serve?
Currently on Twin Lakes advisory board. 90 days.

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
Diane Canavan	Personal	(405) 275-0533
Marcy Jarrett	Professional	(405) 733-3801
Pat O'Neal	Professional	(352) 214-8937

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 Stacy Cramer Moore Date 09/13/2021

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

City of Shawnee
OKLAHOMA

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☑ Reappointment – Partial/First/Second Term

Name: MARK FINLEY
Application Date: ———
Address: 2305 TROON CIRCLE
Date of Birth: ———
Mailing Address: 2305 TROON CIRCLE
Daytime Phone: 405.397.0970 Fax: — 0 — Email: MAFINLEY@SBCGLOBAL.NET
Profession: RETIRED
Business Name: ———
Business Address: ———
Business Phone: ——— Fax: ——— Email: ———

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

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

If so, please list the board/committee: SHAWNEE HOSPITAL AUTHORITY

How many years have you lived in Shawnee? 67

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
SO I CAN CONTINUE TO SERVE ON THE REACT BOARD.

Revised March 22, 2018

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?

(1) INSTITUTIONAL KNOWLEDGE OF SHAWNEE HOSPITAL AUTHORITY
(2) INTEREST IN COMMUNITY HEALTH
(3) FINANCIAL BACKGROUND

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

REACT AMBULANCE SOUTH CENTRAL IND.
AVEDIS FOUNDATION BLUE ZONES PROJECT

List education, including degree(s) earned:

ACCOUNTING DEGREE FROM OBU

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

CURRENTLY SHAWNEE HOSPITAL AUTHORITY 29 YEARS

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
RICHARD FINLEY	COUSIN	1-405-820-3869
JIM ROBERTSON	FRIEND	1-405-613-2200
BART WEST	FRIEND	1-405-788-1837

PLEASE READ CAREFULLY:

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

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

Signature _____ Date 8.19.21

Revised March 22, 2018

City of Shawnee
OKLAHOMA

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☑ Reappointment – Partial/First/Second Term

Name: Kathleen (Kathy) Laster
Application Date: _____
BUS Address: 1500 E. Independence
Date of Birth: 9/16/55
Mailing Address: same
BUS Daytime Phone: 405-273-4055 Fax: none Email: kathy@avedisfoundation.com
Profession: CEO - Psychologist
Business Name: Avedis Foundation
Personal ~~Business~~ Address: 2407 Robinwood Pl, Shawnee, OK 74801
Personal ~~Business~~ Phone: 405-570-7264 Fax: None Email: klasterome.com

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 42 yrs

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
Prior service + experience serving as Avedis CEO

Revised July 12, 2019

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

Experience, knowledge of community, knowledge of funding mechanisms/sources, Education

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

Avedis CEO
Participate in numerous city initiatives
Had psychology private practice in Shawnee - 13 yrs.

List education, including degree(s) earned:

Ph.D. - Counseling Psychology - OU MBA - OCU
M.S. - Community Counseling - OSU B.S. Comm. Consultancy - OSU

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

No

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

Have you ever declared personal or business bankruptcy? No
If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number

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 Kathy Foster Date 8-13-21

Revised July 12, 2019

City of Shawnee
OKLAHOMA

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: Stephen E. Trotter Application Date: 8/23/21
Address: 1125 W 45th Shawnee Ok Date of Birth: 6/2/52
Mailing Address: Same
Daytime Phone: 405-323-4419 Fax: _____ Email: strotter0602@gmail.com
Profession: Physician - Retired
Business Name: _____
Business Address: N/A
Business Phone: _____ Fax: _____ Email: _____

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

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

If so, please list the board/committee: Shawnee Hospital Authority

How many years have you lived in Shawnee? 39

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

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

Why are you interested in serving on the Board/Committee/Commission selected above?
Concern for the health & well being of the residents of Shawnee

Revised March 22, 2018

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?
Physician in Shawnee for 37 years

What civic or volunteer activities (if any) are you currently involved in?
Avedis board member
Rotary

List education, including degree(s) earned:
OSU - BS ; OU - MD ; Scott & White - residency
OB-Gyn - board certified

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

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

Have you ever declared personal or business bankruptcy? No
If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Larry Briggs	Friend	405-596-8824
Casey Bell	Banker	405-273-1000
Kathy Laster	CEO Avedis	405-273-4055

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 Stephen E Trotter Date 8/23/21

Revised March 22, 2018

Regular Board of Commissioners **6.**

Meeting Date: 09/20/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledgment of Citizen Potawatomi Nation approval of the Joint Resolution and Cooperation Agreement.

Attachments

No file(s) attached.

Regular Board of Commissioners **7.**

Meeting Date: 09/20/2021

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration regarding the Cooperation Agreement between the City of Shawnee, Oklahoma and the Citizen Potawatomi Nation; approving the Cooperation Agreement; and authorizing the Mayor to execute the Cooperation Agreement on behalf of the City of Shawnee.

Attachments

CPN Cooperation Agreement

CONTINUED COOPERATION AGREEMENT

This Continued Cooperation Agreement (hereinafter "Agreement") dated __ day of September, 2021, ("Effective Date") entered into by and between the Citizen Potawatomi Nation (the "Nation"), a federally-recognized tribal government, and The City of Shawnee, Oklahoma (the "City"), a duly-organized political subdivision of the State of Oklahoma (together, "Entities") and hereby agree as follows:

WHEREAS, the Nation is a federally-recognized tribal government which possesses sovereign powers and rights of self-government since time immemorial; and

WHEREAS, the City is a duly-organized political subdivision of the State of Oklahoma, a state of the United States of America which possesses the sovereign powers and rights of a state; and

WHEREAS, the City and the Nation have neighboring jurisdictions, maintain a government-to-government relationship, and have overlapping citizenries and interrelated economies; and

WHEREAS, the Nation and the City, as neighbors, each benefit by and to the success of the other, and their futures successes are inextricably linked; and

WHEREAS, the Nation and the City desire to move forward in a spirit of mutual respect and admiration in order to set aside past disagreements; and

WHEREAS, the Nation and the City have identified certain opportunities to cooperate and collaborate to the mutual benefit of their citizenries and to enhance the prosperity of this region; and

WHEREAS, this agreement will bring certainty, respect, acceptance, and a commonality of purpose that ushers in a new era of partnership.

NOW THEREFORE, the City and the Nation hereby agree that, in the spirit of cooperation for the good of the citizens of the respective entities, and to further economic development and success, the following is agreed upon in furtherance of joint cooperation:

1. Time Frame. The Entities agree that within Ninety (90) days from the Effective Date of this Agreement, the Contemplated Agreements and Transition Items referenced herein shall be fully negotiated and mutual assent provided.

1.1. Extension of Time Frame. In the event the Contemplated Agreements and Transition Items are not fully negotiated and/or mutual assent is not achieved within the Ninety (90) day time frame, a single, additional, Sixty (60) day extension may be exercised upon written agreement by the Entities.

1.2. Actual Performance Not Required. The Time Frame shall only apply to the negotiation and mutual assent portions of the Contemplated Agreements and Transition

Items. Contemplated Agreements and Transition Items are not required to be performed or completed within the Time Frame set by this Agreement.

2. Contemplated Agreements. The following agreements are contemplated herein:

2.1. Extension of Fire Protection Agreement. This agreement is contemplated to utilize and extend the City's fire protection services into the Nation's boundaries. Said agreement will bring mutual benefit to the Entities and will provide fire protection the Entities' citizens.

2.2. Transfer of Infrastructure Agreement. The agreement is contemplated to transfer certain infrastructure located within the de-annexed territory from the City to the Nation in accordance with 11 O.S. §§ 21-101 et. seq.

2.3 Joint Maintenance Agreement. This agreement is contemplated to allow the Entities to share the responsibilities surrounding the maintenance of certain utilities and infrastructure which supports said utilities.

3. Transition Items. The following are items which are currently foreseen as vital matters necessary to the seamless transition following the de-annexation of territory from the City to the Nation:

3.1. Decommissioning of Equipment. Various antiquated equipment located both in and around the de-annexed territory is to be decommissioned and removed from service. Said equipment shall include, but is not limited to, the River Lift Station.

3.2. Transition of Utility Service. Various utility services and the accounts associated therewith which are provided to the citizens within the de-annexed area will need to be transitioned between the Entities. A transition plan is appropriate in order to prevent the cessation of services during the transition.

3.3. Supporting Documentation. Various supporting documentation with regards to the Contemplated Agreements and the Transition Items shall be required. Said documentation is not presently delineated, but if and when the need arises, Entities will work in conjunction to complete said documentation.

4. General Provisions.

4.1. Notices. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be deemed effectively given when personally delivered or mailed by prepaid, certified mail, return receipt requested, addressed as follows:

If to City:

_____

If to Nation:

_____

or to such other address, and to the attention of such other person or officer, as either party may designate, at the addresses that the party may designate by like written notice.

4.2. Survival of Obligations. The respective representations, warranties, covenants, and agreements of the parties to this Agreement shall survive consummation of the transactions contemplated herein and shall continue in full force and effect without expiration.

4.3 Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

4.4. Attorney's Fees. If this Agreement or any term or provision hereof becomes the subject of litigation, the prevailing party in such litigation will be entitled to recover from the non-prevailing party court costs and reasonable attorney's fees.

4.5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the cooperation between the Entities and supersedes all prior agreements, arrangements and understandings, whether written or oral, relating to the subject matter hereof and all of them are merged into this Agreement.

4.6. Severability. Any provision of this agreement which is prohibited or unenforceable, in whole or in part, in any jurisdiction shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

4.7. Amendment. This Agreement may not be amended by any oral agreement or understanding but only by an amendment in writing executed by the parties hereto.

4.8. Binding Effect. The terms, conditions and covenants of this Agreement shall apply to, inure to the benefit of and be binding upon each of the Entities hereto and their respective successors and permitted assigns.

4.9. Headings. The section headings contained in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

4.10. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1)

agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple original on the date first written above.

CITIZEN POTAWATOMI NATION	CITY OF SHAWNEE, OKLAHOMA
_____	_____
By: John A. Barrett, Tribal Chairman	By: Ed Bolt, Mayor

(THE REMAINER OF THIS PAGE INTENTIONALLY LEFT BLANK)

Regular Board of Commissioners **8.**

Meeting Date: 09/20/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a Joint Resolution of the City of Shawnee and the Citizen Potawatomi Nation committing to continued partnership for the growth and strength of the respective entities; approving the Joint Resolution; and authorizing the Mayor to execute the Cooperation Agreement on behalf of the City of Shawnee.

Attachments

Resolution

JOINT RESOLUTION BY AND BETWEEN THE CITIZEN POTAWATOMI NATION AND THE CITY OF SHAWNEE, OKLAHOMA COMMITTING TO CONTINUED PARTNERSHIP FOR THE GROWTH AND STRENGTH OF THE RESPECTIVE ENTITIES

Resolved by the Citizen Potawatomi Nation (the "Nation") and The City of Shawnee, Oklahoma (the "City") (together, "Entities"):

WHEREAS, the Nation is a federally-recognized tribal government which possesses sovereign powers and rights of self-government since time immemorial; and

WHEREAS, the City is a duly-organized political subdivision of the State of Oklahoma, a state of the United States of America which possesses the sovereign powers and rights of a state; and

WHEREAS, the Nation has more than 36,000 Tribal citizens; and

WHEREAS, the City has more than 31,000 citizens residing within its boundaries; and

WHEREAS, the Nation has made its home in Pottawatomie County, Oklahoma from as early as 1869; and

WHEREAS, the City was officially founded in 1895; and

WHEREAS, the City and the Nation have neighboring jurisdictions, maintain a government-to-government relationship, and have overlapping citizenries and interrelated economies; and

WHEREAS, the Nation and the City, as neighbors, each benefit by and to the success of the other, and their futures successes are inextricably linked; and

WHEREAS, disputes between the City and the Nation hamper both governments' efforts to provide for their citizens and strengthen their economies; and

WHEREAS, the Nation and the City desire to move forward in a spirit of mutual respect and admiration in order to set aside past disagreements; and

WHEREAS, the City's and the Nation's governmental officials, agents, representatives, and employs will strive to maintain open lines of dialogue and communication in a spirit of comity; and

WHEREAS, the Nation and the City will seek opportunities to cooperate and collaborate to the mutual benefit of their citizenries and to enhance the prosperity of this region; and

WHEREAS, the City and the Nation stride ahead in the confidence that they will accomplish greater things in harmony than they could ever envision in former discord; and

WHEREAS, this agreement will bring certainty, respect, acceptance, and a commonality of purpose that ushers in a new era of partnership.

NOW THEREFORE, the City and the Nation hereby agree that, in the spirit of cooperation for the good of the citizens of the respective entities, and to further economic development and success, the following are areas in which joint cooperation is imperative to a prosperous future:

I. WATER
   a. The entities pledge to keep open communication and good faith efforts regarding the provision of water and water system improvements to their respective territories and citizens.
   b. Contemplated agreements may include, but are not limited to, water boundary redistricting, sale of water between the entities, water territory swaps, joint efforts in water treatment, facilitation of establishment and upkeep of utility easements, etc.

II. EMERGENCY SERVICES
   a. The entities pledge to keep open communication and good faith efforts regarding the retention and provision of emergency services, such as fire protection, ambulance service, and police protection.
   b. Contemplated agreements may include, but are not limited to, agreements which extend protective boundaries including those which traverse the territorial lines of the entities, etc.

III. PUBLIC FACILITIES
   a. The Entities pledge to keep open communication and good faith efforts regarding the improvement of public facilities.
   b. Contemplated agreements may include, but are not limited to, combined grants and/or funding applications, agreements clarifying responsibilities in regards to upkeep of public facilities, etc.

IV. OVERALL QUALITY OF LIFE
   a. The Entities pledge to keep open communication and good faith efforts regarding any and all overall quality of life improvement projects or initiatives.
   b. Contemplated agreements may include, but are not limited to, joint requisition of public arts, parks, and/or entertainment, joint applications to attract future economic investment, joint solicitation of both large scale and small scale business acquisition, etc.

BE IT RESOLVED THIS ____ DAY OF SEPTEMBER, 2021

CITIZEN POTAWATOMI NATION

_____
By: John A. Barrett, Tribal Chairman

CITY OF SHAWNEE, OKLAHOMA

_____
By: Ed Bolt, Mayor

Regular Board of Commissioners **9.**

Meeting Date: 09/20/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance relating to amending the boundaries of the City of Shawnee, Oklahoma by de-annexing/detaching certain real property within the City of Shawnee, Pottawatomie County to-wit: All or part of Sections 25, 35, 36, Township 10 North, Range 3 East of the Indian Meridian; and all or part of Sections 28, 29, 30, 31, Township 10 North, Range 4 East of the Indian Meridian, all lying within Pottawatomie County, State of Oklahoma, and more fully described within the Ordinance attached hereto; providing for repeal; providing for severability; and providing for emergency clause.

Attachments

Detach Ord

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE BOUNDARIES OF THE CITY OF SHAWNEE, OKLAHOMA, BY DE-ANNEXING/DETACHING CERTAIN PROPERTY WITHIN THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, TO-WIT: ALL OR PART OF SECTIONS 25, 35, 36, TOWNSHIP 10 NORTH, RANGE 3 EAST OF THE INDIAN MERIDIAN; AND ALL OR PART OF SECTIONS 28, 29, 30, 31, TOWNSHIP 10 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, ALL LYING WITHIN POTTAWATOMIE COUNTY, STATE OF OKLAHOMA, AND MORE FULLY DESCRIBED HEREIN; AND DECLARING AND EMERGENCY.

WHEREAS, certain parts of the subject property further described herein were originally annexed into the municipal limits of the City of Shawnee, Oklahoma on: July 13, 1959, December 12, 1961, January 19, 1962, February 19, 1962, April 18, 1962, April 5, 1965, and November 18, 1974 in Ordnance Nos.: 99NS, 156NS, 158NS, 160NS, 172NS, 173NS, 174NS, 177NS, 181NS, 262NS, and 707NS.

WHEREAS, the City of Shawnee desires to detach (de-annex) the subject property from the municipal limits of the City.

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

Section 1: **AMENDATORY.** Pursuant to the provisions of applicable law, the following property herein described shall be de-annexed and detached from the City Limits of the City of Shawnee, Oklahoma:

PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO

Section 2: **SEVERABILITY.** The provisions of this ordinance are severable, and if any sentence, provision or other part of this Ordinance shall be held invalid, the decision of the courts so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

Section 3: **CODIFICATION**. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 4: **REPEALER**. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

Section 5: **EMERGENCY**. Because it is necessary for the protection of the public's health, safety, and welfare, an emergency is declared to exist. This ordinance shall be effective immediately upon its passage and publication.

PASSED AND APPROVED this _____ day of September, 2021.

_____
ED BOLT, MAYOR

ATTEST:

(SEAL)

_____
LISA LASYONE, CMC, CITY CLERK

DRAFT

PASSED AND APPROVED and the emergency clause voted on separately this _____ day of September**,** 2021.

_____
ED BOLT, MAYOR

ATTEST:

(SEAL)

_____
LISA LASYONE, CMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY THIS _____ day of September, 2021.

_____
JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

EXHIBIT "A"

All that part of Section Twenty Five (25) Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma which is south of the left bank of the North Canadian River and east of the center of the right-of-way of State Highway 177, less and except a tract of land located in the Southeast Quarter of the Southwest Quarter (SE4 SW4) of said Section 25, described as beginning at a point 86.35 feet S89°51'00"E of the Southwest Corner of the said SE4 SW4; thence N00°35'00"E for a distance of 375.00 feet; thence S89°51'00"E for a distance of 400.00 feet; thence S00°35'00"W for a distance of 375.00 feet; thence N89°51'00"W for a distance of 400.00 feet to the point of beginning, also less and except the Northeast Quarter of the Southwest Quarter (NE4 SW4) of said Section 25, also less and except all that part of the Southeast Quarter of the Northwest Quarter (SE4 NW4) of Section 25 which is south of the left bank of the North Canadian River;

- and -

The North Half of the North Half (N2 N2) of Section Thirty-Five (35), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma;

- and -

All of Section Thirty-Six (36), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma;

- and -

All that part of Section Twenty-Eight (28), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma which is south of the of the left bank of the North Canadian River and south of the north edge of the Oklahoma City, Ada and Atoka Railway right-of-way;

- and -

All those parts of Sections Twenty-Nine (29) and Thirty (30), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma which are south of the of the left bank of the North Canadian River;

- and -

That part of Section Thirty One (31) Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma which is west of the east edge of the right-of-way of the Atchison, Topeka and Santa Fe Railway Co. and all that part of the right-of-way of the Atchison, Topeka and Santa Fe Railway Co. which is located within said Section 31, less and except the South Half of the Northwest Quarter of the Southwest Quarter (S2 NW4 SW4) of said Section 31 and the Southwest Quarter of the Southwest Quarter (SW4 SW4) of said Section 31 and all that part of the Southeast Quarter of the Southwest Quarter (SE4 SW4) of said Section 31 that is west of the east edge of the right-of-way of the Atchison, Topeka and Santa Fe Railway Co. in said Section 31;

- and -

All of Sections Thirty-Two (32) and Thirty-Three (33), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma;

- and -

That part of Section Thirty-Four (34) Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma which is west of the east edge of the Oklahoma City, Ada and Atoka Railway right-of-way;

- and -

All that tract and area described as the right-of-way of the Chicago, Rock Island and Pacific Railroad Co., beginning at a point where the south side of said right-of-way intersects with the left bank of the North Canadian River in Section Twenty-Eight (28), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma thence east along the south side of said right-of-way to a point where said south side of said right-of-way intersects with the east edge of Section Six (6), Township Nine (9) North, Range Five (5) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence north along said east side of said Section 6 to a point where the east side of Section 6 intersects with the north right-of-way of said railway, thence west along said north right-of-way line to a point where said north right-of-way line meets the left bank of the North Canadian River in Section Twenty-Eight (28), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma thence along said left bank to the point of beginning;

- and -

DRAFT

All that tract and area described as the right-of-way of the Oklahoma City, Ada and Atoka Railway Co., beginning at a point where the south side of said right-of-way intersects with the left bank of the North Canadian River in Section Twenty-Eight (28), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma thence southeast along the south side of said right-of-way to a point where said right-of-way intersects with the north edge of Section Fifteen (15), Township Nine (9) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence east along said north side of said Section 15 to a point where said north edge intersects with the east right-of-way line of said railway, thence northwest along said east right-of-way line to a point where said east right-of-way line meets the left bank of the North Canadian River in Section Twenty Eight (28), Township Ten (10) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, thence along said left bank to the point of beginning.

DRAFT

Regular Board of Commissioners **10.**

Meeting Date: 09/20/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledgement of the resignation of Ward 2 Commissioner Bob Weaver, effective 11:59 p.m. September 21, 2021.

Attachments

Resignation

From:	Kacie Eck
To:	Kacie Eck
Subject:	Commissioner Weaver Resignation
Date:	Monday, September 13, 2021 9:09:01 PM

From: Bob Weaver - Commissioner Ward 2
Sent: Sunday, September 12, 2021 8:08 PM
To: Lisa Lasyone
Subject: Commissioner Weaver Resignation

I regret to notify the Mayor and fellow City Commissioners of my intent to resign my commission seat effective Tuesday September 21 at 11:59 p.m. I will be moving out of my ward and will no longer be eligible to serve.

Sincerely,

Bob Weaver

Regular Board of Commissioners **13.**

Meeting Date: 09/20/2021

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma amending the Committee make-up of the Lake Advisory Committee, pursuant to Chapter Two, Section 35 of the Shawnee Code of Ordinances.

Attachments

Lake Comm Reso

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING THE COMMITTEE MAKE-UP OF THE LAKE ADVISORY COMMITTEE, PURSUANT TO CHAPTER TWO, SECTION 35 OF THE SHAWNEE CODE OF ORDINANCES.

WHEREAS, the Mayor and City Commission approved Resolution No. 6638 on August 16, 2021 establishing a committee to help better understand the needs of the citizens of the City of Shawnee, the residents of the Shawnee Twin Lakes, and protection of the City's water resources; and

WHEREAS, the Mayor and City Commissions desire to amend the Lake Advisory Committee Make-Up, said Committee shall be made up of no more than thirteen (13) members appointed by the Mayor and approved by the City Commission as required by Chapter 2, Section 35 of the City Code. Two (2) member seats shall be reserved for sitting City Commission members and one (1) member seat shall be reserved for the City Attorney.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma amend the Committee Make-Up of the Lake Advisory Committee, pursuant to Chapter Two, Section Thirty-Five of the Shawnee Code of Ordinances.

PASSED AND APPROVED this ___ day of _____, 2021

_____
ED BOLT, MAYOR

ATTEST:

(SEAL)

_____
LISA LASYONE, CMC, CITY CLERK

DRAFT

Regular Board of Commissioners **14.**

Meeting Date: 09/20/2021

Equipment Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration to lease a 2022 Freightliner Asphalt Patch Truck from JR Equipment, at the total annual cost of $56,722.48.

Attachments

Staff Report

City of Shawnee
PUBLIC WORKS
STREET DEPARTMENT

MEMORANDUM

To: Honorable Mayor and City Commission
From: Brad Schmidt, Public Works Director
CC: Eric Benson, Interim City Manager
Date: 9/15/2021
Re: Equipment Lease Agreement

Staff is requesting approval to enter into an equipment lease for an asphalt patch truck that is utilized to maintain and repair our City asphalt roadways. This will allow us to replace our current patch truck that is continuously out of service for repairs. This lease agreement will reduce maintenance costs, and allow staff to more quickly address repair issues. The total annual cost, for this fiscal year, is $56,722.48.

WELCH STATE BANK

Member F D I C

P.O. Box 129
396 S. Commercial
Welch, Ok 74369
PH. 918-788-3373
FAX 918-788-3364

DATE: August 3, 2021

TO: Angela & Rodney, JR Equipment

FROM: Sherri, Welch State Bank

REF: City of Shawnee, Ok

EQUIP: 2022 Freightliner with PB Loader BC-10 Patcher

COST	#PMTs	PAYMENT	RATE
$290,604.00	36 monthly	$8,444.53	2.87%

COST	#PMTs	PAYMENT	RATE	RESIDUAL
$290,604.00	35 monthly	$7,090.31	2.96%	$58,120.80

This quote is good for 30 days.
First payment due in 30 days.
Quote is subject to credit approval.
$300.00 doc fee is included in proposal.
Simple interest with no prepayment penalties.

This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.

Regular Board of Commissioners **15.**

Meeting Date: 09/20/2021

Proposal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services at Shawnee Twin Lakes.

Attachments

Memo

Proposal

Map

City of Shawnee
OKLAHOMA

Office of Engineering

MEMORANDUM

DATE: Monday, Sept 20, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Elevation Land Surveying – Survey Services

The City owns and operates" Shawnee Twin Lakes." With Lake One being constructed in 1935 and Lake Two in 1960, we're in our 86th year of operation. As the popularity of the lakes continue to grow, the City needs some clarification and organization regarding the overall property boundary we own and operate. With that in mind, Elevation Land Surveying was contacted to aid in developing a strategic plan to provide professional surveying services to clarify some issues that have arisen over the years. That plan is currently separated into 3 phases.

- Phase one – Plat the overall boundary of Lake One. This would include all easements or ROW documents found.
- Phase two – Within the Lake One overall boundary, create lots and blocks representing existing lease areas and existing public spaces.
- Phase three – Plat the overall boundary of Lake two. This would include all easements or ROW documents found.

In accordance with that overall plan, Elevation Land Surveying provided the Phase I professional services proposal attached. That proposal is summarized below:

- Overall Cost: $67,500.00
- Includes the plat of Lake one:
    - Establish Existing property boundaries.
        - Document research at county clerk's office to establish current property boundaries.
        - Complete field research.
        - Set survey monuments at all property corners.
    - Prepare a signed and sealed plat conforming to PELS standards

With the creation of the Lake Advisory Committee and a continued emphasis on the future of the lakes, staff feels that this would be a great first step. It provides the City the mobility to follow any recommendations put forth by the Lake Advisory Committee, as it relates to development, and puts us on more solid footing in moving forward the existing lake lot lease program. Staff does recommend approval of the contract.

ELEVATION
LAND SURVEYING

Elevation Land Surveying proposes to provide professional survey services to the City of Shawnee (Client). The following is our understanding of the project and scope of our survey services associated with the City of Shawnee property located around the Shawnee Twin Lakes, Lake #1 in Pottawatomie County, Oklahoma.

SURVEY SCOPE:

Subject property located in parts of Sections Fourteen (14), Fifteen (15), Twenty-Two (22), Twenty-Three (23), and Twenty-Seven (27) all in T-10-N R-2-E of the I.M, Pottawatomie County, Oklahoma.

- Complete document research at the county clerk's office of subject property in order to determine exactly what is currently owned by the City of Shawnee.
- Complete document research at the county clerk's office of adjoining properties as needed to aid in establishing in the subject property boundary line location.
- Complete an easement and right-of-way document search within the subject property at the county clerk's office.
- Complete exterior boundary survey of above-described property.
    - Complete the field research needed to accurately determine/establish all exterior property corners.
    - Complete research needed to accurately determine the centerline of survey and right-of-way along Highway 102 within the subject property.
    - Set a survey monument (iron pin with plastic cap) at all property corners not found.
- Prepare a signed and sealed Plat of Survey to conform to Minimum Standards as set forth by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors including the following:
    - All found or set property corners
    - Property line dimensions
    - Total acreage
    - Legal description
    - All easements or right-of-way documents found

ELEVATION
LAND SURVEYING

PROPOSED SURVEYING CONTRACT FEE SUMMARY

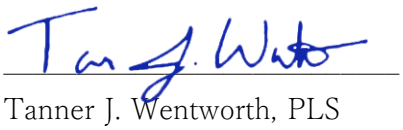
Survey Services	
• Boundary Survey	$ 67,500.00

COMPENSATION FOR SERVICES

- The cost estimate for the proposed project is based on a lump sum amount for the pre-specified survey scope.
- Net-30 Payment Terms

Thank-you again for considering Elevation Land Surveying for your surveying needs. If the terms of the survey scope and contract fee proposal are agreeable, please sign and return a scanned or hard copy to me via email or at the address listed below. If you have any questions or need additional information, please call me at 405.493.9393.

Sincerely,



Tanner J. Wentworth, PLS
Chief Operating Officer
www.elevationls.com

Elevation Land Surveying, LLC
8501 SW 15th St.
Oklahoma City, OK 73128

Accepted By,

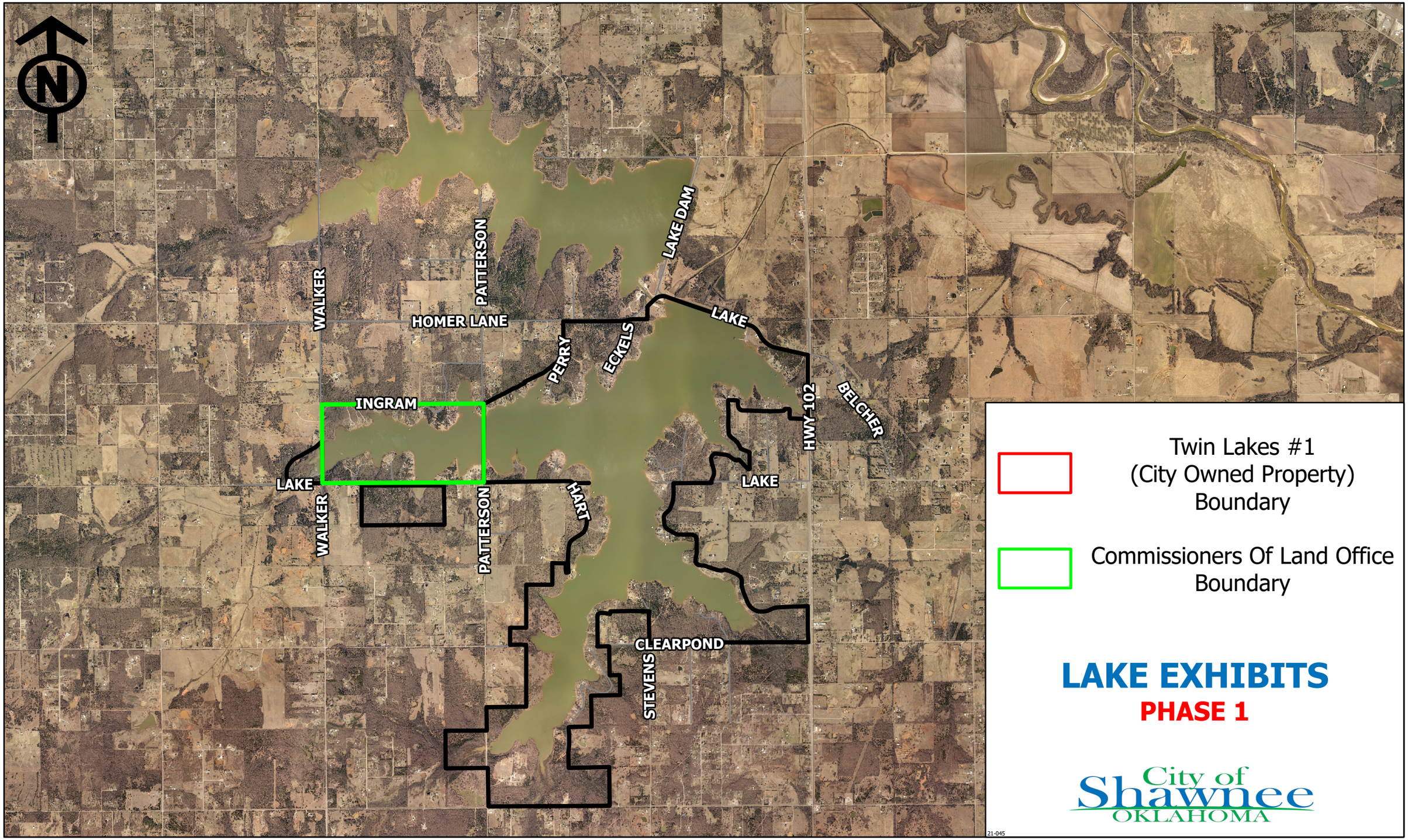
By: _____

Print: _____

Date: _____

Address: _____

Phone: _____


N
WALKER
PATTERSON
LAKE DAM
HOMER LANE
PERRY
ECKELS
LAKE
HWY 102
BELCHER
INGRAM
LAKE
WALKER
PATTERSON
HART
LAKE
CLEARPOND
STEVENS
Twin Lakes #1
(City Owned Property)
Boundary
Commissioners Of Land Office
Boundary
LAKE EXHIBITS
PHASE 1
City of
Shawnee
OKLAHOMA
21-045

Regular Board of Commissioners **16.**

Meeting Date: 09/20/2021

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a proposal with Latham Consulting Group and Dunnington Consulting for governmental and community affairs.

Attachments

Proposal

Latham Consulting Group

Matt Latham is the founder and managing director of the Latham Consulting Group (LCG). After seeing a need for strategic communications, business development and advocacy firms with a local focus in Oklahoma, Matt started the Latham Consulting Group. With the goal of providing clients with the highest level of advocacy and strategic planning services, LCG has the experience needed to assist the City of Shawnee with all areas of legislative, public/private partnership, political and community affairs in order to accomplish both short-term and long-term goals.

Dunnington Consulting

After six years in the Oklahoma House of Representatives, Jason Dunnnington started Dunnington Consulting, a strategy and business development consulting firm. Jason has his PhD in Sociology and uses his understanding of people and how they interact to help clients address pressing needs and concerns. From his firsthand understanding of government processes to his ability to navigate complex challenges, Dunnington brings over a decade of business development and strategy experience to help solve even the toughest hurdles that clients face.

Strategic Partnership

Latham and Dunnington have joined forces in a partnership with the goal of extending clients the highest level of results. With a combined three decades of government affairs, strategic development and business experience, they aim to assist the City of Shawnee by advancing business-friendly policy and using their legislative network to help the city access important and necessary government funds to advance the mission of Shawnee.

Why are we the right fit for the City of Shawnee?

Our firms do not believe in a “one size fits all” approach to government and public affairs as issues and landscapes change frequently depending on a variety of factors. Our approach assesses each client’s individual need to help us understand their advocacy challenges, develop a strategic plan, and help the client achieve their goals. Mapping out the strengths of the City of Shawnee and your approach in Oklahoma and beyond will allow us to be strategic in planning.

Combined with our existing relationships with members in the Oklahoma House, Senate, and Executive branch we are well positioned to be your voice on the ground, lead your political efforts, and help raise your profile among political and business leaders.

With legislative experience, political awareness, strong relationships, and a firm understanding of business challenges, we are uniquely and strategically placed to help the City of Shawnee with its needs in Oklahoma.

Proposal

Our partnership offers our services to the City of Shawnee for a yearly retainer of $60,000 to be paid in monthly or quarterly installments. For this the City of Shawnee would have daily coverage at the State Capitol during legislative session (Feb-May), receive regular updates on legislation we track that could have positive or negative impact on the city, and meet regularly outside of legislative session to build a strategic approach to political and community affairs.

Combined Current Client List

Oklahoma Cable and Internet Association
George Kaiser Family Foundation
Arnall Family Foundation
Six Mile Line Winery
Tom Ward Investments
NEO Health
Housing Solutions
Oklahomans for Criminal Justice Reform
Veterans Community Project
FWD.us
Conservation Coalition of Oklahoma
Professional Firefighters of Oklahoma
Oklahoma Heart Association
Oklahoma Academy of Physician Assistants
The Homeless Alliance
Oklahoma Alliance of YMCAs
High Grade Labs
Brief

Contact Information

Please feel free to reach out with any questions.

Matt Latham
matt@lathamconsulting.group
(405) 826-8114

Jason Dunnington
jason@dunningtonconsulting.com
(405) 922-8685

Regular Board of Commissioners **17.**

Meeting Date: 09/20/2021

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an amended contract with Safe Events for Families (SEFF) for Fiscal Year 2021-2022.

Attachments

Contract

AMENDED AGREEMENT BETWEEN THE CITY OF SHAWNEE and
SAFE EVENTS FOR FAMILIES

This Agreement is effective 1st day of July, 2021, by and between the City of Shawnee, Oklahoma, a municipal corporation hereinafter the "CITY", and Safe Events for Families hereinafter called "SEFF".

WITNESSETH

WHEREAS, the CITY is in need of certain goods and services, and

WHEREAS, SEFF has represented that it possesses the skills and abilities to provide such goods and services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SEFF agrees to provide and furnish such goods and services, to wit: the development of family-oriented events providing a safe and entertaining community atmosphere. Those events shall include, but not be limited to, Boo on Bell Street and the Downtown Christmas Parade.

2. SEFF agrees to provide and furnish such goods and services to commence on 1st day of July, 2021, and to continue until the 30th day of June, 2022.

3. The CITY agrees to fund SEFF's events as follows:

    a. The CITY will pay to SEFF up to Sixty-Five Thousand Dollars ($65,000.00) as reimbursement for eligible expenditures made during the time period specified in paragraph two.

    b. The CITY will require SEFF to provide invoices to the Finance Director showing proof of eligible expenses under this agreement before reimbursement by the CITY.

4. SEFF agrees to furnish to the CITY copies of all minutes of SEFF meetings.

5. SEFF and CITY acknowledge and agree that mutual cooperation is necessary for the success of this contractual arrangement. To that end, SEFF agrees to meet and consult with the City Manager's office concerning all events and activities that SEFF will sponsor at least sixty (60) days prior to the date of said event or activity and complete the event permitting process.

6. The CITY acknowledges that it cannot bind future commissions to a financial decision beyond the present fiscal year.

7. SEFF shall submit a request for renewal to the City Clerk's Office no later than March 31, 2022. As a part of this request, SEFF shall submit financials and be prepared to substantiate the services rendered pursuant to this Agreement in the prior year. The City's Community Service Contract Review Committee will then review the request in accordance with its procedures and make its recommendation to the City Mayor and Commission.

8. SEFF agrees to allow the City Manager, or their designee, the right of inspection of pertinent financial documentation which supports or evidences a reimbursement request made by SEFF to the CITY in furtherance of this agreement.

9. This agreement may be terminated by either party upon thirty (30) days written notice prior to the end of the contract period.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS our hands on _____.

SAFE EVENTS FOR FAMILIES

ATTEST: _____
PRESIDENT

_____
SECRETARY/NOTARY

APPROVED by the Mayor and City Commissioners of the City of Shawnee this 20th day of September, 2021.

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST: _____
ERIC BENSON, CITY MANAGER

_____
LISA LASYONE, CMC, CITY CLERK

APPROVED as to form and legality on _____.

_____
JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners **18.**

Meeting Date: 09/20/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution adopting the Pottawatomie County Hazard Mitigation Plan for the City of Shawnee.

Attachments

Resolution

HMP Plan

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE POTTAWATOMIE COUNTY HAZARD MITIGATION PLAN FOR THE CITY OF SHAWNEE

WHEREAS, the City of Shawnee, with the assistance from the Hazard Mitigation Planning Team, has gathered information and prepared the Pottawatomie County Hazard Mitigation Plan; and

WHEREAS, the Pottawatomie County Hazard Mitigation Plan has been prepared in accordance with the provisions of 44 CFR § 201.6 - Local Mitigation Plans; and

WHEREAS, the City of Shawnee is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, Pottawatomie County have reviewed the Hazard Mitigation Plan and affirms that the Plan will be updated no less than every five years.

THEREFORE, BE IT RESOLVED, by City Mayor that City of Shawnee adopts the Pottawatomie County Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan.

PASSED AND APPROVED this ___ day of _____, 2021

_____
ED BOLT, MAYOR

ATTEST:

_____
LISA LASYONE, CMC, CITY CLERK

(SEAL)

DRAFT

Pottawatomie County, Oklahoma
Hazard Mitigation Plan Update
2021-2026

TABLE OF CONTENTS

CHAPTER ONE: INTRODUCTION 3
1.1 Overview of Planning Area 3
1.2 Participating Jurisdictions 5
CHAPTER TWO: PLANNING PROCESS 6
2.1 Overview of Planning Process 6
2.2 Planning Committee Members 7
2.3 Other Stakeholders 10
2.4 Public Involvement 11
2.5 Plans, Documents, and Literature Reviewed 14
2.5.1 Literature and Resources Reviewed 14
2.5.2 Plans Reviewed 15
2.5.3 Additional Information Incorporated into Plan 15
2.6 Continued Public Involvement 16
2.7 Plan Monitoring, Evaluating, and Updating 17
CHAPTER THREE: HAZARD IDENTIFICATION AND RISK ASSESSMENT 19
3.1 List of Identified Hazards 19
3.2 Disaster History 20
3.3 Hazard Probability Rating 21
3.4 Profiled Hazards 22
3.4.1 Dam Failure 22
3.4.2 Drought 30
3.4.3 Earthquake 35
3.4.4 Extreme Heat 40
3.4.5 Flood 48
3.4.6 Hail 56
3.4.7 High Winds 60
3.4.8 Lightning 63
3.4.9 Tornado 67
3.4.10 Wildfire 73
3.4.11 Winter Storm 88
3.5 Repetitive and Severe Repetitive Loss Structures in Planning Area 99
CHAPTER FOUR: MITIGATION STRATEGY 101
4.1 Capabilities Assessment 101

4.1.1 Existing Institutions, Plans, and Ordinances 101
4.1.2 Administrative and Technical Capability 105
4.1.3 Financial Capabilities 108
4.1.4 Education and Outreach Capabilities 111
4.1.5 School District Capability Assessment 114
4.2 NFIP Participation 121
4.3 Mitigation Goals 125
4.4 Action Items 126
4.5 Action Item Prioritization 140
4.6 Integration of Hazard Mitigation plan Data into Other Planning Mechanisms .. 142
CHAPTER FIVE: PLAN UPDATE PRIORITIZATION AND REVIEW 146
5.1 Changes in Jurisdictional Development 146
5.2 Status of Previous Mitigation Action Items 147
5.3 Changes in Jurisdictional Priorities 152

CHAPTER ONE: INTRODUCTION

1.1 OVERVIEW OF PLANNING AREA

Pottawatomie County is the tenth most populous county in Oklahoma, and has grown by 4.34% since 2010 according to the 2019 Census data. The county's population is approximately 72,671 residents. Pottawatomie County extends 793 square miles across central Oklahoma.

Based on 2019 census data, the populations of each jurisdiction within Pottawatomie County are:

The Town of Asher is estimated to have 412 residents.

The Town of Bethel Acres is estimated to have 3,193 residents.

The Town of Brooksville is estimated to have 60 residents.

The Town of Earlsboro is estimated to have 621 residents.

The Town of Johnson is estimated to have 256 residents.

The Town of Macomb is estimated to have 33 residents.

The City of Maud is estimated to have 1,061 residents.

The City of McLoud is estimated to have 4,743 residents.

The Town of Pink is estimated to have 2,181 residents.

The Town of St. Louis is estimated to have 161 residents.

The City of Shawnee is estimated to have 31,436 residents.

The City of Tecumseh is estimated to have 6,636 residents.

The Town of Tribbey is estimated to have 414 residents.

The Town of Wanette is estimated to have 359 residents.

Asher Public Schools (preK-12) has a student population of 275 and 35 staff and faculty.

Bethel Acres Public Schools (preK-12) has a student population of 1,175 and 160 staff and faculty.

Dale Public Schools (preK-12) has a student population of 760 and 65 staff and faculty.

Earlsboro Public Schools (K-12) has a student population of 272 and 30 staff and faculty.

Grove Public Schools (preK-8) has a student population of 500 and 60 staff and faculty.

Konawa Public Schools (K-12) has a student population of 538 and 81 staff and faculty.

Macomb Public Schools (preK-12) has a student population of 285 and 40 staff and faculty.

Maud Public Schools (prek-12) has a student population of 260 and 40 staff and faculty.

McLoud Public Schools (K-12) has a student population of 1,450 and 226 staff and faculty.

Meeker Public Schools (preK-12) has a student population of 700 and 100 staff and faculty.

North Rock Creek Public Schools (K-12) has a student population of 1,138 and 130 staff and faculty.

Pleasant Grove Public Schools (preK-8) has a student population of 203 and 31 staff and faculty.

Shawnee Public Schools (preK-12) has a student population of 3,400 and 500 staff and faculty.

South Rock Creek Public Schools (K-12) has a student population of 400 and 46 staff and faculty.

Tecumseh Public Schools (preK-12) has a student population of 1,910 and 290 staff and faculty.

Wanette Public Schools (K-12) has a student population of 140 and 26 staff and faculty.

1.2 PARTICIPATING JURISDICTIONS

(PRG, element A1, pg. 15)

The participating jurisdictions in this hazard mitigation plan update include:

- Pottawatomie County, unincorporated,
- The Town of Asher,
- The Town of Bethel Acres,
- The Town of Brooksville,
- The Town of Earlsboro,
- The Town of Johnson,
- The Town of Macomb,
- The City of Maud
- The City of McLoud,
- The Town of Pink,
- The Town of St. Louis,
- The City of Shawnee,
- The City of Tecumseh,
- The Town of Tribbey,
- The Town of Wanette; and
- The school districts of Asher, Bethel Acres, Dale, Earlsboro, Grove, Konawa, Macomb, Maud, McLoud, Meeker, North Rock Creek, Pleasant Grove, Shawnee, South Rock Creek, Tecumseh, and Wanette.

NOTE: Unless otherwise noted, "the planning area " refers to all of the jurisdictions participating in this update. When referring to Pottawatomie County as an unincorporated area or government or geographic area, it will be specified.

Cleveland, Oklahoma, Lincoln, Okfuskee, Seminole, McClain, and Pontotoc Counties will participate as stakeholders. The school districts of Harrah, Prague, and Strother were included in the previous HMP, as they extend into Pottawatomie County. However, upon further inquiry with respective school administrators, no infrastructure for these school districts lies within the geographic boundary of Pottawatomie County.

The Gordon Cooper Technology Center will also participate as a stakeholder. As a state agency, it is included under the Oklahoma State Hazard Mitigation Plan and will not be profiled in this hazard mitigation plan.

The Pottawatomie County Multi-Hazard Mitigation Plan Update 2021-2026 (hereafter the PHMP) is completed in compliance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act. This plan is updated every five years with FEMA to remain eligible for grant funding applications connected to the Hazard Mitigation Grant Program and also enhance eligibility for other grant opportunities within FEMA programs.

CHAPTER TWO: PLANNING PROCESS

2.1 OVERVIEW OF PLANNING PROCESS

The City of Shawnee/Pottawatomie County emergency manager held hazard mitigation planning meetings with the All Hazard Working Group (AHWG) who initiated the planning process in 2019. The meetings occurred as follows:

Date	Location
June 11, 2019	Gordon Cooper Training Center
September 10, 2019	Gordon Cooper Training Center
October 29, 2019	AHWG review comments due

Changes in personnel in February 2020 and the changes to operational routines due to the pandemic in April 2020 caused the previous hazard mitigation plan to lapse in August 2020. The interim emergency manager held two meetings between April 2020 and September 2020.

The PHMP planning process began in earnest in late October 2020. The City of Shawnee and the Pottawatomie County commissioners hired L.E. Marshall Consulting (hereafter, the planner) to expedite the update process.

The planner created a community survey and shared between all jurisdictions to solicit public input. The survey was available online for the duration of the planning process, from November 2020 to April 2021, to maximize the opportunity to receive feedback from the community. The results of this survey are detailed in Section 2.4.

The planner met individually with the participating jurisdictions between November 2020 and March 2021. The superintendents for each school and the planner had their meetings via phone to compensate for the varied schedules and visitor restrictions due to COVID. After the phone conferences, the planner sent the PHMP content to the superintendents for feedback and verification of the information. The superintendents gave their feedback and verified the information.

The planner met with each municipality between November 2020 and March 2021. These meetings included city officials and personnel. Discussions regarding the needs and capabilities of each community were discussed at length and the information gathered at each meeting was incorporated into the PHMP. Follow-up phone calls and emails provided any additional data as needed.

The planner scheduled a county-wide meeting for April 22, 2021 to solicit and incorporate final feedback from the planning team and address any questions. Upon incorporating feedback from this meeting, the participants agreed to accept the final draft. The planner submitted it for review with the Oklahoma Department of Emergency Management (ODEM).

2.2 PLANNING COMMITTEE MEMBERS

The following table lists the planning committee team members, their titles, jurisdictions, and their contribution to the planning process. Primary points of contact are noted by an asterisk (*).

Planning Committee Team Members

Name	Title	Jurisdiction	Contribution to Planning Process
Rachelle Erickson*	Emergency Manager	City of Shawnee	Contributor-City of Shawnee; provided jurisdictional information and coordinated obtaining specific department information
Mason Wilson	Police Chief	City of Shawnee	Contributor-City of Shawnee
Rod Taylor	Police Department	City of Shawnee	Contributor-City of Shawnee
Brad Schmidt	Public Works	City of Shawnee	Contributor-City of Shawnee
Rebecca Blaine	City planner	City of Shawnee	Contributor-City of Shawnee
Seth Barkhimer	City engineer	City of Shawnee	Contributor-City of Shawnee
Brandi Nowakowski	City attorney	City of Shawnee	Contributor-City of Shawnee
Jonny Conover*	Emergency Manager	Town of Bethel Acres	Contributor-Town of Bethel Acres; provided perspective for hazards and capabilities
Martin Lewis*	Superintendent	Bethel Acres PS	Contributor-Bethel Acres Public Schools provided perspective for hazards and capabilities
Melissa Dennis	County Commissioner	District 1	Contributor-Pottawatomie Co. Commissioners
Randy Thomas	County Commissioner	District 2	Contributor-Pottawatomie Co. Commissioners
Eddie Stackhouse	County Commissioner	District 3	Contributor-Pottawatomie Co. Commissioners
Chad Larman*	Emergency Manager	Pottawatomie County	Contributor-Pottawatomie County Emergency Management; provided information on hazards and capabilities
Terry Grissom*	Superintendent	Asher PS	Contributor-Asher Public Schools; provided information on hazards and capabilities
Kye Wilkins*	Superintendent	Dale PS	Contributor-Dale Public Schools provided information on hazards and capabilities
Mark Maloy*	Superintendent	Earlsboro PS	Contributor-Earlsboro Public Schools; provided information on hazards and capabilities
Mark Bolan*	Superintendent	Grove PS	Contributor-Grove Public Schools; provided information on hazards and capabilities

Name	Title	Jurisdiction	Contribution to Planning Process
Corey Ellis*	Superintendent	Konawa PS	Contributor-Konawa Public Schools; provided information on hazards and capabilities
Matt Riggs*	Superintendent	Macomb PS	Contributor-Macomb Public Schools; provided information on hazards and capabilities
Cindy White*	Superintendent	Maud PS	Contributor-Maud Public Schools; provided information on hazards and capabilities
Rhonda Hockenbury*	Assistant Superintendent	McLoud PS	Contributor-McLoud Public Schools; provided information on hazards and capabilities
Jeff Pruitt*	Superintendent	Meeker PS	Contributor-Meeker Public Schools; provided information on hazards and capabilities
Blake Moody*	Superintendent	North Rock Creek PS	Contributor-North Rock Creek Public Schools; provided information on hazards and capabilities
Scott Roper*	Superintendent	Pleasant Grove PS	Contributor-Pleasant Grove Public Schools; provided information on hazards and capabilities
Brent Houston*	Safety Officer	Shawnee PS	Contributor-Shawnee Public Schools; provided information on hazards and capabilities
Mike Crawford*	Superintendent	South Rock Creek PS	Contributor-South Rock Creek Public Schools; provided information on hazards and capabilities
Tom Wilsey*	Superintendent	Tecumseh PS	Contributor-Tecumseh Public Schools; provided information on hazards and capabilities
Sylvia McNeely*	Superintendent	Wanette PS	Contributor-Wanette Public Schools; provided information on hazards and capabilities
David Zeller*	City Clerk/Treasurer, Emergency Manager	City of Maud	Contributor-City of Maud; provided information on hazards and capabilities
Cathy Condit	Administrative Assistant	City of Tecumseh	Contributor-City of Tecumseh
Rhett Banks*	Fire Chief	City of Tecumseh	Contributor-City of Tecumseh; provided information on hazards and capabilities
Walter Rose	Building Inspector, IT, Floodplain Administrator	City of Tecumseh	Contributor-City of Tecumseh
Jimmy Stokes	City Manager	City of Tecumseh	Contributor-City of Tecumseh
Lonnie Murray*	Town Clerk	Town of Earlsboro	Contributor-Town of Earlsboro; provided information on hazards and capabilities

Name	Title	Jurisdiction	Contribution to Planning Process
Candy Griffin	Police Chief	Town of Earlsboro	Contributor-City of Earlsboro
Teresa Tecumseh	City Clerk	City of Wanette	Contributor-City of Wanette
Nathan Gregory*	Mayor/Emergency Manager	City of Wanette	Contributor-City of Wanette; provided information on hazards and capabilities
Russell Grubbs	Water/Wastewater	City of Wanette	Contributor-City of Wanette
Scott Reynolds*	Grant writer	Town of Tribbey	Contributor-Town of Tribbey; provided information on hazards and capabilities
Mark Rodman	Fire Chief/Emergency Manager	Town of Tribbey	Contributor-Town of Tribbey
Buck Day	City Manager	City of McLoud	Contributor-City of McLoud
Cody Roe*	Director of Operations/Emergency Manager	City of McLoud	Contributor-City of McLoud; provided information on hazards and capabilities
Charles Carthen	Mayor	Town of Brooksville	Contributor-Town of Brooksville
James Sumlin*	Fire Chief/Emergency Manager	Town of Brooksville	Contributor-Town of Brooksville; provided information on hazards and capabilities
Tammy Perez*	Town Clerk	Town of Macomb	Contributor-Town of Macomb; provided information on hazards and capabilities
Zelda Goodnight*	Treasurer	Town of St. Louis	Contributor-Town of St. Louis; provided information on hazards and capabilities
Cara Branson	Clerk/Treasurer	Town of Johnson	Contributor-Town of Johnson
Ed Wood*	Councilman	Town of Johnson	Contributor-Town of Johnson; provided information on hazards and capabilities
Lisa Van Liew*	Mayor	Town of Pink	Contributor-Town of Pink; provided information on hazards and capabilities
Tommy Gregg*	Fire Chief, Police Chief, Emergency Manager	Town of Asher	Contributor-Town of Asher; provided information on hazards and capabilities
Jason Johnston	Public Works Director	Town of Asher	Contributor-Town of Asher
Wes Culdwell	Mayor	Town of Asher	Contributor-Town of Asher
Sheila Blythe	City Clerk	Town of Asher	Contributor-Town of Asher

2.3 OTHER STAKEHOLDERS

This section lists all organizations and agencies contacted and how they were contacted.

Neighboring Communities, Businesses, and Non-Profit Agencies Contacted

Name and Title	Agency Represented	How Agency Was Contacted
George Mauldin, Director of Safety & EM	Cleveland County	Phone
David Barnes, Director of Emergency Management	Oklahoma County	Phone
Wendi Marci, Director of Emergency Management	Lincoln County	Phone
Jim Bo Copeland, Director of Emergency Management	Okfuskee County/City of Okemah	Phone
Von Wilcotz, Director of Emergency Management	Seminole County	Phone
Ron Johnson, Director of Emergency Management	McClain County	Phone
Chad Letlier, Director of Emergency Management	Pontotoc County	Phone
Paul Blessington, Superintendent	Harrah Public Schools	Phone
Colby Johnson, Superintendent	Strother Public Schools	Phone
Dr. Valerie Feltman, Superintendent	Prague Public Schools	Phone
Brett Byrum, Director of Operations	Gordon Cooper Technology Center	Phone

State and Federal Agencies Contacted

Name	Title	Agency Represented	How Agency Was Consulted	Contributions to Plan
Matthew Rollins	Hazard Mitigation Officer	OK Dept. of Emergency Management	Phone	Reviewer, consultant
Aaron Milligan	Environmental Programs Manager	OWRB	Email	Severe Repetitive Loss data
Adam Milligan	Engineer	Bureau of Reclamation	Phone	Lake Thunderbird EAP
Shawn Fleming	District Conservationist	NRCS-Pottawatomie County	Phone	Salt Creek Sites 13, 14, 15 EAP
Dr. Jake Walters	State Geologist	Oklahoma Geological Society	Phone, Email	Information regarding earthquakes
Matt Skinner	Public Information Manager	Oklahoma Corporation Commission	Phone, Email	Information regarding earthquake and disposal wells

2.4 PUBLIC INVOLVEMENT

Throughout this process, public involvement was solicited through one (1) online survey.

The plan developer created a brief survey that anyone within the planning area could take online. Each municipality could utilize the survey by adding the link to their city's utility bills and/or social media sites. The schools could also share the link with faculty and students.

The purpose of the survey was to learn which natural hazards are experienced by residents. The survey was available online from November 2020 to April 2021 and had five hundred seventeen (517) responses.

The results of this survey were incorporated into the PHMP to demonstrate that over the past seven (7) years the most commonly experienced natural hazards were Winter Storm, High Winds, and Hail.

This insight into residents' experience will be used to assist the prioritization of the Action Items and guide jurisdictional discussions on prioritizing future projects that will best mitigate these hazards.

The results of this survey revealed that Winter Storm and High Winds have had a more widespread effect upon residents than the other hazards profiled in this PHMP over the past seven years. These results also show that vulnerabilities associated with Winter Storms were consistent with the experiences residents experienced with the Winter Storm of October 26-28, 2020 and the extreme cold temperatures that occurred in February 14-16, 2021. These details will be expounded upon under the "Vulnerability and Impact" section of Winter Storm in this PHMP.

The planning team believed, based on the zip codes provided, the responses were representative of the experiences of most Pottawatomie County residents. Soliciting public input via online survey proved to be a very new method of gaining insight within the planning area and provided a starting point for more consistent and rigorous solicitation of public involvement.

The following pages details the results of the Pottawatomie County Hazard Mitigation Survey.

Question 1

Question 1 of the county survey asked, "In the last seven (7) years, which natural hazards have directly impacted you personally? Please select all that apply."

Hazard	Total respondents
Winter Storm	412
High Wind	300
Hail	230
Flooding	124
Tornado	116
Lightning	110
Extreme Heat	104
Drought	51
Earthquake	26
Wildfire	19
Dam Failure	0

Winter storms were the most commonly experienced hazard with High Wind and Hail following as second and third most commonly experienced hazards. A few respondents added more specific information such as, "Ice," or "fallen branches."

Question 2

Question 2 asked, "What concerns you most about these disasters?" As shown, most chose "Property Damage" as the highest concern.

Property damage	Loss of Life	Loss of property/ homelessness	Concern community is unprepared to deal with cleanup	Inconvenience	Lack of personal preparedness
388	245	239	199	147	97

Additional concerns included a lack of communication by utility companies to customers during power outages, no community shelter within the community, and a concern for knowing emergency plans during major outages.

Question 3

Question 3 asked, "Do you frequently deal with any natural disasters not listed in Question 1?"

Four hundred eighty-six (486) said "No" and twenty-nine (29) said "Yes."

Question 4

Question 4 asked "Do you feel prepared to deal with natural disasters?"

Not at all prepared	Somewhat prepared	Yes, I am prepared
60	379	80

Question 5

Question 5 asked, "Would you attend preparedness related meetings if or when they become available?"

Yes	No	I would consider it.
138	69	322

Question 6

Question 6 asked, "What is your zip code?" All zip codes provided were within Pottawatomie County and provided a good sample of the entire county.

Zip Code	Number of Respondents
74873	214
74804	102
74801	95
74878	47
74851	15
74852	7
74854	5
74840	5

2.5 PLANS, DOCUMENTS, AND LITERATURE REVIEWED

2.5.1 LITERATURE AND RESOURCES REVIEWED

To ensure a basic understanding of natural hazards within the planning area, the following tables list the articles, plans, studies, and reports referenced and/or used in research for this HMP.

Agency/Document	Relevant Information Incorporated into Plan
Empowering Emergency Managers by Amber Larson	Awareness of potential weaknesses in county plans
SCIPP Simple Planning Tool by SCIPP NOAA RISA	Weather related data
A Guide to F-Scale Damage Assessment by U.S. Dept. of Commerce, NOAA, NWS	Context and general information for how F-Scale is assessed
Comprehensive Fault Database and Interpretive Fault Map of Oklahoma by Stephen Marsh and Austin Holland.	Provides comprehensive earthquake data and explanations of how the data was compiled and how it can be used.
Seisicity and tectonic Relationships of the Nemaha Uplift in Oklahoma-Part III by Kenneth V. Luza and James E Lawson, Jr.	Provided context for better understanding why Pottawatomie Co. does not have as many earthquakes as neighboring counties; provided context for why Oklahoma has as many earthquakes as it does
Nemaha Strike-Slip Fault Zone by William McBee, Jr.	Provides a clearer description of the geology underlying Oklahoma.
Oklahoma Drought Management Plan prepared by the Oklahoma Drought Management Team	Provided context regarding drought management in Oklahoma
Changing Fire Regimes and Management Strategies by Southern Climate Impacts Planning Program by Darrian Bertrand (SCIPP)	Provided a general overview of the threshold conditions that allow for burn days in Nebraska, Oklahoma, Kansas, and Texas
2018 One-Year Seismic Hazard Forecast for the Central and Eastern United States from Induced and Natural Earthquakes by Mark D. Petersen, et. Al	Provided explanations of how seismicity within Oklahoma has changed in since 2015 and detailed explanations of the causes of Oklahoma earthquakes
"Geomorphic and Hydrologic Assessment of Erosion Hazards at the Norman Municipal Landfill, Canadian River Floodplain, Central Oklahoma" by Jennifer A. Curtis and John W. Whitney	Provided context into local, historical events within Pottawatomie County
"Geologic Hazards in Oklahoma" by Kenneth V. Luza and Kenneth S. Johnson	Provided context into local, historical events within Pottawatomie County
Drought and Its Impact on Agricultural Water Resources in OK-Khand, Taghvaeian, Ajaz	Overview of drought in Oklahoma
Vaisala Annual Lightning Reports 2009-2018 and 2019	Provides data regarding lightning strikes
Second Atoka Pipeline Project (A Public Utility Water Pipeline Project) Habitat Conservation Plan	Provides information on the Atoka Waterline that supplies water to areas of central Oklahoma

2.5.2 PLANS REVIEWED

The following plans were reviewed and provided essential details pertaining to the planning area.

Plan Title	Relevant Information Incorporated into Plan
Oklahoma State Hazard Mitigation Plan Update, 2019	General guidance specific to Oklahoma
City of Oklahoma City Hazard Mitigation Plan Update 2017	General information regarding hazards that overlap with their jurisdiction
Oklahoma Drought Management Plan	Overview of the state's action plan for dealing with widespread drought
Canton Lake EAP	Information relevant to Pottawatomie County being in the inundation area of Canton Lake breach area
Granada Lake EAP	Information relevant to Granada Lake Dam in Shawnee, OK
N. Deer Creek 1M (Wes Watkins) EAP 2018	Information relevant to Wes Watkins Reservoir
Salt Creek 13, 14, 15 EAP 2019	Information relevant to the Salt Creek Water Shed area, specifically sites 13, 14, and 15
Twin Lakes Dam EAP 2020	Information relevant to the Twin Lakes Dam, Shawnee, OK
Oklahoma Comprehensive Water Plan Executive Report	Information relevant to water supplies and sources

2.5.3 ADDITIONAL INFORMATION INCORPORATED INTO PLAN

The homeowners' association completed a draft of the Granada Lake EAP during the development of this PHMP and the inundation available within the EAP was incorporated into the Dam Failure hazard profile of this PHMP.

Each jurisdiction provided specific information which is included under the corresponding hazard profiles.

2.6 CONTINUED PUBLIC INVOLVEMENT

The Pottawatomie County HMP planning team determined from this update experience that individual meetings with the participating jurisdictions is the best way to involve the public in future HM planning efforts, gain insight into each community's needs, and incorporate hazard mitigation goals into each community's long-term planning. At minimum, one annual meeting will be conducted with the participating jurisdictions with the sole purpose of discussing hazard mitigation needs and actions.

The online survey provided widespread feedback across the county. The planning team discussed future use of online surveys prior to each HMP update, and the planning team will determine at that time if an online survey would be appropriate. The planner has already begun discussing with leaders of each participating jurisdiction how to incorporate hazard mitigation projects into regularly occurring meetings, such as school board meetings, city/town council meetings, Local Emergency Planning Committee (LEPC) meetings, and fire chiefs' meetings. At the planning meeting on April 22, 2021, several superintendents confirmed that adding hazard mitigation items to the monthly agenda would be a good starting point for making hazard mitigation project discussions more accessible to the public.

Moving forward, the planning team concluded it would be more advantageous for the Pottawatomie County emergency management (PCEM) director and primary jurisdictional contacts for the PHMP planning team to proactively present information regarding the HMP updates, action items, and mitigation discussions. By utilizing regular meetings, hazard mitigation items could be more frequently brought before the respective governing bodies where due process can be executed. These regularly scheduled meetings provide the opportunity to present Hazard Mitigation projects, thoroughly examine bond issues for hazard mitigation projects, and prompt discussions with the public. These meetings are public meetings and members of the community are continually invited to participate.

2.7 PLAN MONITORING, EVALUATING, AND UPDATING

MONITORING THE PLAN

The PCEM director will be the designated personnel who will monitor *all aspects* of the Pottawatomie County HMP update process. He/she will be responsible for:

- Contacting participating jurisdictions every six months or after significant natural hazard events as they occur;
- Documenting any damages that might have occurred;
- Documenting if any jurisdictions encountered any implementation problems as action projects were initiated.

These findings will be compiled in an annual assessment that the PCEM director provides to and reviews with each jurisdiction at an annual countywide meeting. The PCEM director will meet individually with any jurisdiction that could not attend the annual meeting.

EVALUATING THE PLAN

The documentation of the annual assessment will help the PCEM director and jurisdictions evaluate the effectiveness of the mitigation actions. The PCEM director and jurisdictions will use these objectives for evaluating the findings of the annual assessment. The evaluation objectives will determine:

- If any magnitudes of risk have changed;
- If current resources are appropriate for implementing the mitigation projects;
- If any problems were encountered in the implementation of any projects;
- If there are changes in prioritization per the social, economic, and political conditions;
- If coordinating agencies' participation was effective (if a factor);
- If mitigation actions and outcomes occurred as expected:
    - Was the intended purpose of the original mitigation action met?
    - Was the mitigation action met in the proposed timeline?
    - Did the listed agencies participate and follow through on any commitments?
    - Did the mitigation action stay within the proposed budget?

This evaluation will be prepared, along with the annual assessment, by the PCEM director. This evaluation will be presented to participating jurisdictions' governing councils and boards at the same time as the annual assessment. Any member of these boards and any members of the community can and will be encouraged to offer input on any of the information as it relates to prioritizing the hazard mitigation action items.

UPDATING THE PLAN

The PCEM director will be responsible for adding the findings of the annual assessment and evaluation to the HMP each June-July in connection with the county's fiscal year. The PCEM director will conduct an annual meeting with the Planning Team each August and distribute the annual assessment and evaluation to all Planning Team members. Any changes to the action items will be submitted as addendums to FEMA if needed between formal updates.

The PCEM director will be responsible for initiating the planning meetings with Pottawatomie County Planning Team at a minimum of 18 months prior the PHMP expiration date in preparation for the standard five-year update for submission to OEM and FEMA. By the PCEM director conducting annual hazard mitigation planning meetings and making the annual updates ensures continuity of the PHMP so there is no lapse of any grant funding and eligibility. Once the Pottawatomie County Planning Team has finalized it, then the PHMP will be submitted to OEM and FEMA for approval.

This process of monitoring, evaluating, and updating occurs concurrently with the regular schedule of public meetings, such as school board meetings, city/town council meetings, Local Emergency Planning Committee (LEPC) meetings, the monthly Pottawatomie County emergency managers' meetings, and fire chiefs' meetings. Any hazard mitigation related discussions, ideas, or projects that are included as agenda items will be integrated into the annual assessment and evaluation conducted by the PCEM director.

This will ensure that Action Items will be regularly discussed among the jurisdictions, changes to prioritization are documented, and appropriate budgets for hazard mitigation projects are presented to the respective governing bodies.

CHAPTER THREE: HAZARD IDENTIFICATION AND RISK ASSESSMENT

3.1 LIST OF IDENTIFIED HAZARDS

This section lists the hazards included in this plan and the jurisdictions affected by those hazards.

Hazard	Jurisdictions Affected
Dam Failure	Unincorporated Pottawatomie County, Bethel Acres, Dale PS, Earlsboro, McLoud, Shawnee, Tecumseh
Drought	All
Earthquake	All
Extreme Heat	All
Flood	All
Hail	All
High Wind	All
Lightning	All
Tornado	All
Wildfire	All
Winter Storm	All

3.2 DISASTER HISTORY

This section lists the disasters that included Pottawatomie County.

Federally-Declared Disaster History from 2011 to February 2021

Disaster #	Declaration Date	Incident Type
EM-3316	February 2, 2011	Severe winter storm
DR-1985	May 13, 2011	Severe winter storm and snowstorm
DR-4117	May 20, 2013	Severe storms, tornadoes, straight-line winds, flooding
DR-4222	May 26, 2015	Severe storms, tornadoes, straight-line winds, flooding[1]
DR-4438	June 1, 2019	Severe storms, tornadoes, straight-line winds, flooding[2]
DR-4575	December 21, 2020	Severe winter storm, freezing rain, ice, snow[3]
DR-4587	February 24, 2021	Severe winter storm

Pottawatomie County was included in the wildfire event of November 26, 2019.[4]

Pottawatomie County was included in the Oklahoma Shumach Fire Complex fire (FM-5230-OK) declared on March 16, 2018.

Pottawatomie County was included in the Oklahoma Twin Lakes Fire Complex (FM-2953-OK) declared on August 31, 2011.

Pottawatomie County was included in the Oklahoma Shawnee Fire (FM-2872-OK) declared on March 12, 2011.

[1] https://oklahoma.gov/oem/emergencies-and-disasters/2015/dr4222-designated-counties.html
[2] https://www.fema.gov/disaster/4438
[3] https://www.fema.gov/disaster/4575
[4] https://oklahoma.gov/oem/emergencies-and-disasters/2019/20191126-wildfire-event/november-26--2019-wildfire-event-situation-update-1.html

3.3 HAZARD PROBABILITY RATING

The formula for calculating the hazard probability is below. Probability means the likelihood of the hazard occurring and may be defined in a variety of terms.

Probability can be determined by calculating the:

Total number of events = Probability % of event occurring each year
Total number of years

Based on the above calculation, probability is quantified as follows:

High	=	75 – 100%
Medium	=	50 - 74%
Low	=	25 - 49%
Very Low	=	0 - 24%

The following table provides an overall hazard probability rating.

Hazard	Probability Rating
Dam Failure	Very Low
Drought	High
Earthquake	High
Extreme Heat	High
Flood	High
Hail	High
High Wind	High
Lightning	High
Tornado	Medium
Wildfire	High
Winter Storm	High

3.4 PROFILED HAZARDS

Each hazard is profiled in the pages following, and include the following sections: Description, Location, Extent, Previous Occurrences, Probability of Future Events, and Vulnerability and Impact.

3.4.1 DAM FAILURE

Description

Dams are artificial barriers constructed across a stream or channel of water, usually constructed to impound water. Dams that impound water upstream are called reservoirs. The volume of water impounded is measured in acre-feet. An acre-foot is the volume of water that covers an acre of land to a depth of one foot. Two factors influence the potential severity of a full or partial dam failure: the amount of water impounded, the density, type, and value of development and infrastructure located downstream.

A dam failure is an uncontrolled release of water from a reservoir through a dam as a result of structural failures or other deficiencies in the dam. Structural failures include seepage, erosion, cracking, sliding, or overturning due to the age of the structure and/or lack of maintenance. Levees can also experience the same kind of dam failures. Dam failure varies from a minor seepage to major collapse or breach when a dam can no longer contain the overflow of flood waters.

Location

There are nine high hazard dams that affect the planning area. Eight dams are located within the planning area, and one is located outside the planning area.

According to the OWRB website, seven of these dams within the planning areaare owned and maintained by a municipality or government agency.

- SCS North Deer Creek Site 1M/Wes Watkins Reservoir is owned by the Pottawatomie County Development Authority.
- Shawnee City Lake No. 1 & No. 2/Twin Lakes is owned by the City of Shawnee.
- Tecumseh Lake Dam is owned by the City of Tecumseh.
- SCS Salt Creek Site 13, 14, & 15 is owned by the Pottawatomie County Conservancy District.

The only *privately-owned high hazard dam* within the planning area is Granada Lake Dam in Shawnee.

The planning area lies downstream from Canton Lake in Blaine County. Should a dam failure occur at Canton Lake, areas of Unincorporated Pottawatomie County, McLoud, Dale PS, and Shawnee, could be affected as they lie within the inundation area.

This table lists the high hazard dams, their location, and the jurisdictions affected.

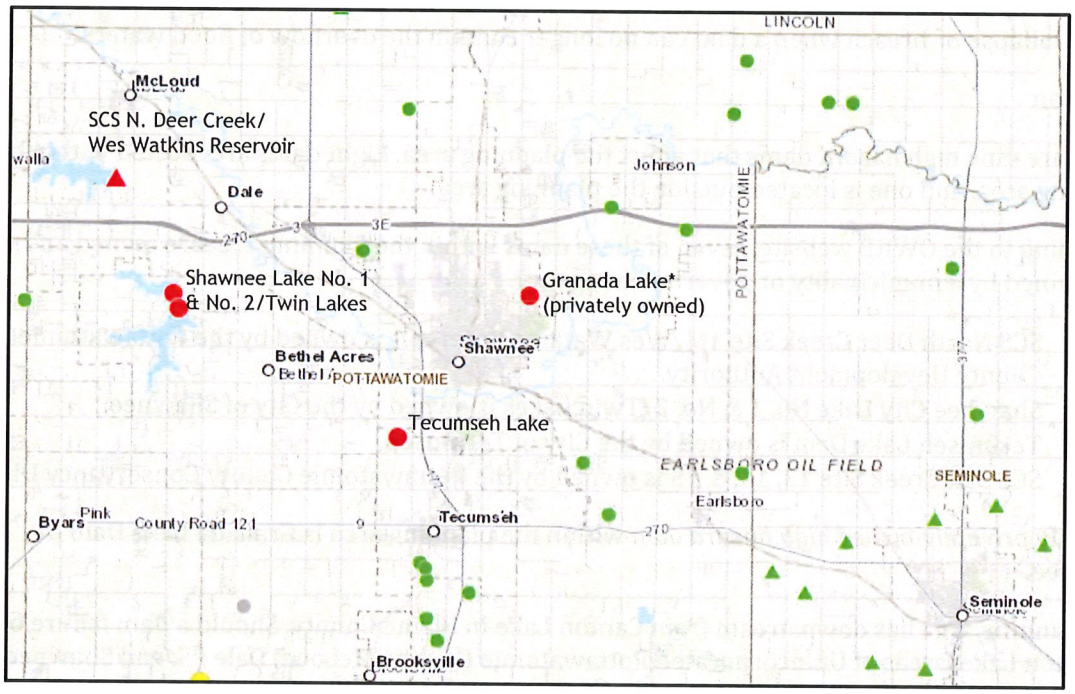
High Hazard Dams as Listed by the Oklahoma Water Resources Board

Dam Name	Dam Location	Jurisdictions affected by Inundation Area
SCS North Deer Creek Site 1M (Wes Watkins Reservoir)	McLoud, OK	Uninc. Pottawatomie Co., McLoud, Dale PS
SCS Salt Creek 13, 14, & 15	Southwest Pottawatomie Co.	Uninc. Pottawatomie Co.
Shawnee Lake No. 1 & No. 2 (Twin Lakes)	West of Shawnee, OK	Bethel Acres, Earlsboro, Shawnee, Uninc. Pottawatomie Co.
Tecumseh Lake Dam	Tecumseh, OK	Tecumseh
Canton Lake Dam	Blaine County	Uninc. Pottawatomie Co., Shawnee, McLoud, Dale PS
Granada Lake*	Shawnee, OK	Shawnee

*Privately Owned

The following maps are provided by the Oklahoma Water Resources Board (OWRB) on the Dam Inventory website.[5] The public high-hazard dams are indicated by the triangles and privately-owned high hazard dams are indicated by the circles. The OWRB classifies these dams listed as high hazard due to the potential loss of life and property within the inundation flood path.

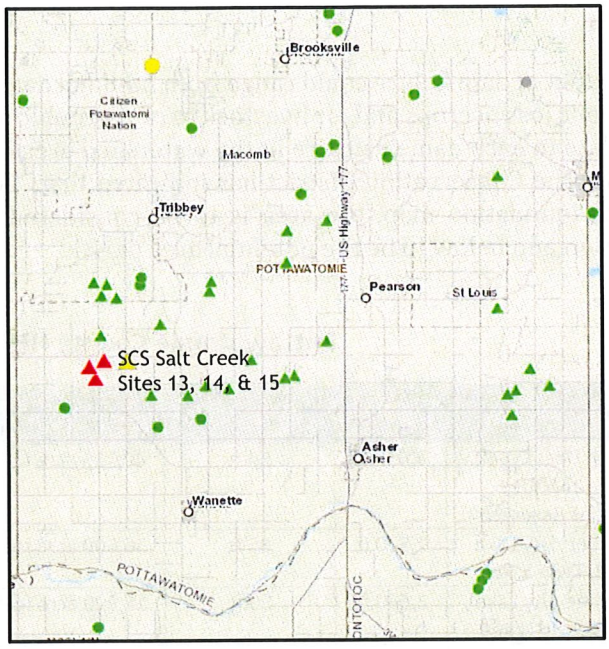
This OWRB map shows the north half of the planning area and the high hazard dams in this area.



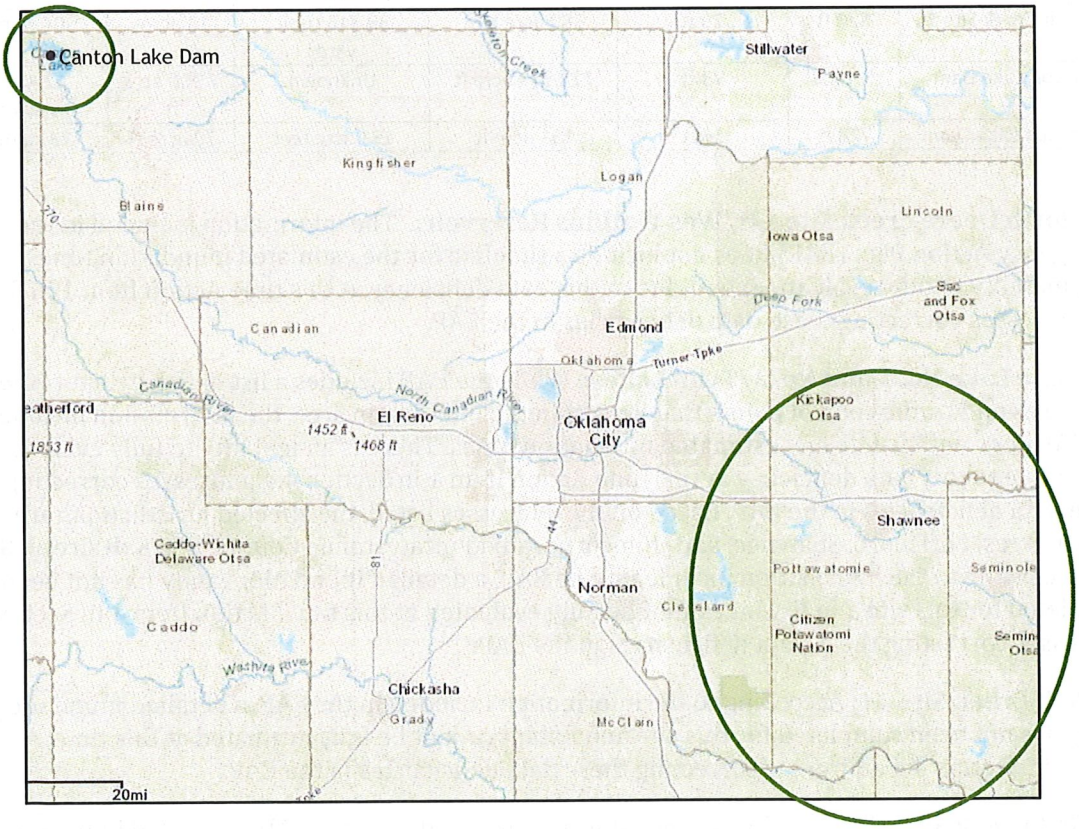
[5] Oklahoma Water Resources Board. https://owrb.maps.arcgis.com/apps/webappviewer/index.html?id=cbbbc867f4c64aebb3b829c8a62739e4

This map shows the southern half of Pottawatomie County; Salt Creek Sites 13, 14, & 15 are the high hazard dams in this area.

All other maps detailing the inundation areas are in the Appendix A and FOUO.



This OWRB map shows the proximity of Canton Lake Dam in Blaine County to Pottawatomie County. The breach wave would flow southeast, down the North Canadian River from Canton Lake Dam.



Extent

The extent of dam failure could range from minimal damages in uninhabited wildland to agricultural economic loss of crops and/or livestock to catastrophic flooding in urban areas. The following details correlate to each dam structure in the watershed areas. This table lists each dam and its respective details. The Conservation District has indicated that, "As a general rule in the absence of a formal breach inundation map, the area is to be considered five miles downstream at the top-of-dam elevation and below to be the potential area of risk."

Pottawatomie County High Hazard Dams

Dam Name	Length	Height	Max Capacity	Norm Capacity	Surface Area	Drainage Area
SCS N. Deer Creek Site 1M/Wes Watkins Reservoir	3,055 ft	54 ft	40,735 acre feet	872,668 cubic yards	1,142 acres	38.5 sq miles
Shawnee City Lake No. 1/Twin Lakes	2,570 ft	55 ft	36,500 acre feet	22,600 acre feet	1,336 acres	Unknown
Shawnee City Lake No. 2/Twin Lakes	3,650 ft	50 ft	18,900 acre feet	11,400 acre feet	1,100 acres	Unknown
Tecumseh Lake	2,363 ft	30 ft	2,370 acre-feet	1,118 acre feet	127 acres	Unknown
SCS Salt Creek Site 13	1,140 ft	33 ft	1,039 acre feet	72,900 cubic yards	26 acres	2.45 sq miles
SCS Salt Creek Site 14	850 ft	34 ft	211 acre feet	34,937 cubic yards	6 acres	.61 sq miles
SCS Salt Creek Site 15	920 ft	29 ft	380 acre feet	39,316 cubic yards	13 acres	1.04 sq miles
Canton Lake Dam	15,140 ft	73 ft	114,370 acre ft	Unknown	7,900 acre ft	12,483 sq miles
Granada Lake Dam	728 ft	16 ft	151 acre ft	131 acre feet	70 acre ft	.28 sq miles

SCS North Deere Creek Site 1M/Wes Watkins Reservoir:. The information included in the Emergency Action Plan (EAP) does not include a timeline for the estimated inundation times. There is an inability to fully evaluate Extent due to this data deficiency at this time Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP.

Shawnee Lake No. 1 and No. 2/Twin Lakes: While the EAP includes a list of the structures with addresses and traffic control points that lie within the inundation area, the information included in the EAP does not include any estimated inundation times. There is an inability to fully evaluate Extent due to this data deficiency at this time Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP. Based on the addresses listed, the affected jurisdictions are Bethel Acres, Earlsboro, Shawnee, and Unincorporated Pottawatomie County. **SCS Salt Creek Site 13:** According to the information included in the EAP, a detailed inundation study has not been completed for this site and Extent cannot be fully evaluated at this time. Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP.

SCS Salt Creek Site 14: According to the information included in the EAP, a detailed inundation study has not been completed for this site and Extent cannot be fully evaluated at this time. Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP..

SCS Salt Creek Site 15: According to the information included in the EAP, a detailed inundation study has not been completed for this site and Extent cannot be fully evaluated at this time. Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP..

Tecumseh Lake: According to the information included in the EAP, a details inundation study has not been completed for this dam, and Extent cannot be fully evaluated at this time. Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP.

Canton Lake Dam: Canton Lake Dam is located in Blaine County, approximately 140 miles from the northwest corner of Pottawatomie County where the breach wave would first enter the planning area. The inundation path would include portions of Unincorporated Pottawatomie County, McLoud, Dale PS, Shawnee.

Jurisdiction	Population (2017)	Distance Downstream	Time to Peak (HH:MM)
Uninc. NW Pottawatomie County	Unknown	140 miles	107:00
McLoud and Dale PS	4,685	183.4 miles	109:23
Shawnee	31,232	207.5 miles	118:17
Uninc. E Pottawatomie County	Unknown	220 miles	129:00

Granada Lake Dam: Granada Lake is a privately owned high hazard dam within the city limits of Shawnee. A detailed inundation study has not been completed for this site and Extent cannot be fully evaluated at this time. Action Item 1 in Section 4.4 addresses correcting these data deficiencies in the EAP; however, as this dam is privately owned, the fulfillment of this data deficiency is dependent upon the actions of the owners, not any of the participants of the HMP.

Previous Occurrence

SCS North Deere Creek Site 1M/Wes Watkins Reservoir has not had any occurrences of dam failure between 2011-2020.

Shawnee Lake No. 1 and No. 2/Twin Lakes has not had any occurrences of dam failure between 2011-2020.

SCS Salt Creek Sites 13 has not had any occurrences of dam failure between 2011-2020.

SCS Salt Creek Sites 14 has not had any occurrences of dam failure between 2011-2020.

SCS Salt Creek Sites 15 has not had any occurrences of dam failure between 2011-2020.

Between 2011 and 2020, **Tecumseh Lake** in Tecumseh had minor erosion to the spillway in 2020. The concrete and dirt buckled and caused minor damage to the spillway. No residents of Tecumseh and no structures were affected by this erosion. No other occurrences of erosion, seepage, or dam failure happened between 2011-2020.

Canton Lake Dam has not had any occurrences of dam failure between 2011-2020.

Granada Lake, a privately-owned dam, had a breach that required the **City of Shawnee** had to respond between 2011-2020. On May 8, 2015, Granada Lake had a breach, and the Shawnee police department received a call at 19:58 (7:58 pm). An evacuation of the neighborhood and a nursing home began. According to dispatch notes, the evacuation was complete by 23:00 (11:00pm). No other occurrences

Probability of Future Events

The probability of the planning area experiencing dam failure is very low.

Vulnerability and Impact

Unincorporated Pottawatomie County, Bethel Acres, Dale PS, Earlsboro, McLoud, Shawnee, and Tecumseh would be vulnerable the impacts of dam failure.

Economic impact of dam failure depends entirely on the location of the dam, the scale of the event, what is damaged, and how quickly appropriate repairs can be made. Major dam failures could result in:

- Disruption of operations that vary in length due to the severity of the failure;
- Potential loss of life depending on the severity of the failure;
- Delay in emergency services and commuter travels in the inundated areas;
- Damages to terrain includes eroded topsoil, wildlife habitats disrupted, fish habitats destroyed, delay of vegetation regrowing and habitats returning;
- Debris accumulation increasing risk to life and properties in inundation wave; and
- Exposure of buried utility lines and pipelines.

The following table details the affected areas should a dam breach occur. Maps are included in the Appendix.

Dam	Jurisdiction Affected	Vulnerability	Impact
SCS N. Deer Creek/Wes Watkins Reservoir	Dale PS, McLoud, Uninc. Pottawatomie Co.	A sudden breach of this dam would impact 100 homes, businesses, and 2 highways around McLoud, Dale PS, and Uninc. Pottawatomie Co.	Residents would be displaced and need alternative housing. Businesses would have to close operations temporarily to assess damages and cleanup. Dale PS would be temporarily closed or an alternative location would have to be found to keep school operations going as the entire campus would be inundated.
		Highways 102 and 270 would also be inundated.	Traffic would have to find alternative routes; residents would have no egress routes. Emergency services could be hindered as these highways are the main arteries in the area.
		It is a vulnerability that a detailed inundation study has not been completed.	Residents do not know a timeframe for evacuation should it be necessary.

Dam	Jurisdiction Affected	Vulnerability	Impact
Shawnee Lakes 1 & 2/ Twin Lakes	Bethel Acres, Earlsboro, Shawnee, Uninc. Pottawatomie Co.	A sudden breach of this dam would impact 46 structures and 90 intersections/ roadways. Of those 90 intersections/roadways, 37 are traffic control points. A sudden breach could wash out Highway 102, which connects with multiple section line roads and Highway 177. It is a vulnerability that a detailed inundation study has not been completed Additionally, Shawnee Lake Dam is beyond its structural life span.	Residents would be displaced and need alternative housing. Businesses would have to close operations temporarily to assess damages and cleanup. Traffic would have to find alternative routes; residents would have no egress routes. Emergency services could be hindered as these highways are the main arteries in the area. Residents do not know a timeframe for evacuation should it be necessary. Additional maintenance is required to ensure the structural integrity of the dam does not fail.
SCS Salt Creek Sites 13, 14, & 15	Uninc. Pottawatomie Co.	One residence would be impacted by a breach of these flood control dams.	The residents could be displaced and forced to find alternative housing if a sudden breach occurred while these flood control dams were full. Agricultural land would also be impacted and result in an economic loss if inundated.
Tecumseh Lake Dam	Tecumseh	A sudden breach would impact residents of Tecumseh. It is a vulnerability that a detailed inundation study has not been completed. Additionally, Tecumseh Lake Dam is beyond its structural life span.	The inundation times is unknown and the number of impacted residents, structures, and streets is unknown. Additional maintenance is required to ensure the structural integrity of the dam does not fail.

Dam	Jurisdiction Affected	Vulnerability	Impact
Canton Lake Dam	Uninc. Pottawatomie Co., McLoud, Dale PS, Shawnee	McLoud, Dale PS, and Uninc. Pottawatomie Co. would be affected by the inundation path. Several highways and railroads would also be in the inundation area. Highways 102 and 270 would also be inundated	Residents would be displaced and need alternative housing. Businesses would have to close operations temporarily to assess damages and cleanup. Schools would be temporarily closed or an alternative location would have to be found to keep school operations going. Traffic would have to find alternative routes; residents would have no egress routes. Emergency services could be hindered as these highways are the main arteries in the area.
Granada Lake Dam	Shawnee	Based on the available information, **Granada Lake Dam** would impact residents of **Shawnee** should a breach occur. Fifty-four (54) homes and four (4) residential streets would be impacted. A detailed inundation study has not been completed.	Residents could be forced to evacuate the inundated area until the water subsides. Homes could be flooded and result in an economic loss for homeowners. Residents do not know inundation times for evacuation purposes.

3.4.2 DROUGHT

Description

A drought is an extended period of drier-than-normal conditions. Drought conditions worsen as temperatures remain high and precipitation levels remain below normal, expected averages, though it should be noted that drought conditions can occur any time of year.

Location

The entire Planning Area is affected by Drought.

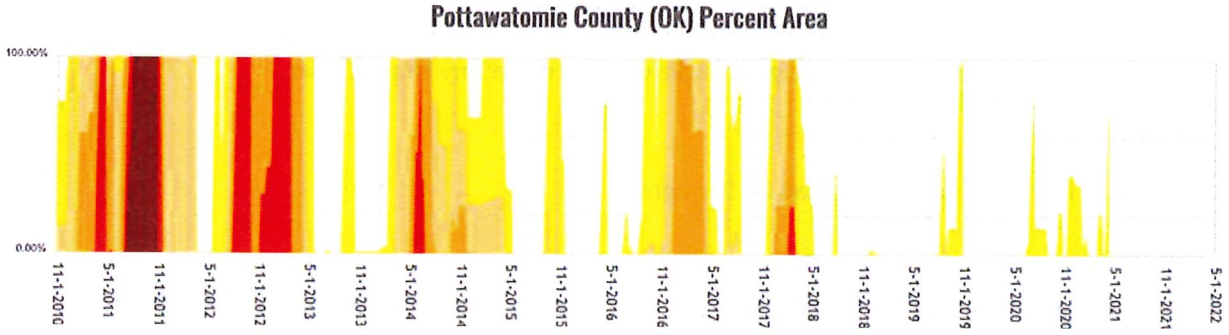
Extent

The Planning Area uses this Drought Severity Classification from the U.S. Drought Monitor to classify Drought conditions. The Planning Area can experience any category on the index. It is expected that the Planning Area will continue to experience the full range of these categories in the future, even though exceptional drought (D4) conditions have not been experienced since October-November 2011.

			Ranges				
Category	Description	Possible Impacts	Palmer Drought Severity Index (PDSI)	CPC Soil Moisture Model (Percentiles)	USGS Weekly Streamflow (Percentiles)	Standardized Precipitation Index (SPI)	Objective Drought Indicator Blends (Percentiles)
D0	Abnormally Dry	Going into drought: ▪ short-term dryness slowing planting, growth of crops or pastures Coming out of drought: ▪ some lingering water deficits ▪ pastures or crops not fully recovered	-1.0 to -1.9	21 to 30	21 to 30	-0.5 to -0.7	21 to 30
D1	Moderate Drought	▪ Some damage to crops, pastures ▪ Streams, reservoirs, or wells low, some water shortages developing or imminent ▪ Voluntary water-use restrictions requested	-2.0 to -2.9	11 to 20	11 to 20	-0.8 to -1.2	11 to 20
D2	Severe Drought	▪ Crop or pasture losses likely ▪ Water shortages common ▪ Water restrictions imposed	-3.0 to -3.9	6 to 10	6 to 10	-1.3 to -1.5	6 to 10
D3	Extreme Drought	▪ Major crop/pasture losses ▪ Widespread water shortages or restrictions	-4.0 to -4.9	3 to 5	3 to 5	-1.6 to -1.9	3 to 5
D4	Exceptional Drought	▪ Exceptional and widespread crop/pasture losses ▪ Shortages of water in reservoirs, streams, and wells creating water emergencies	-5.0 or less	0 to 2	0 to 2	-2.0 or less	0 to 2

Previous Occurrences

This U.S. Drought Monitor graph shows the drought cycles the planning area has experienced since January 2011 to April 2021.



The NOAA Storm Events Database listed 36 drought events between January 1, 2011 to December 31, 2020.[6] (Information from 2021 had not been added to the database at the time of writing this HMP.) The narrative and table following detail the drought events of the planning area.

According to the drought event that spanned from January 2011 to November 2011 is listed as eleven (11) separate events in the database; however, it is listed here as a single drought event. According to the U.S Drought Monitor graph, the drought had reached severe drought (D2) conditions by January 2011, fluctuating from moderate (D1) to extreme (D3) drought conditions. The planning area experienced exceptional drought (D4) conditions from July 2011 to November 2011. [7]

Another prolonged drought event began in July 2012. Moderate (D1) conditions progressed to extreme (D3) conditions by the end of the August which persisted until April 2013. Enough rainfall occurred in April 2013 to alleviate the drought to abnormally dry (D0) conditions.

A shorter drought period of abnormally dry (D0) conditions occurred in September 2013.

A prolonged drought event from May 2014 to November 2014 progressed from severe to extreme (D2 to D3) drought conditions. Adequate rainfall fell in November and drought levels improved to moderate and abnormally dry (D1 and D0) conditions.

The NOAA Storm Events Database listed a drought event that spanned from December 2017 to February 2018 as three separate events in the database; however, it is listed here as a single drought event. According to the U.S. Drought Monitor graph, the drought ranged from abnormally dry conditions (D0) in December 2017 to extreme drought (D3) conditions in February 2018. Abnormally dry (D0) conditions persisted from February 2018 to May 2018.

[6] https://www.ncdc.noaa.gov/stormevents/choosedates.jsp?statefips=40,OKLAHOMA

[7] https://droughtmonitor.unl.edu/Data/Timeseries.aspx

Drought Events from January 1, 2011 to December 31, 2020

Date	Description
January 18, 2011 to November 22, 2011	Drought conditions lasted most of 2011, fluctuating from moderate to extreme (D1 to D4) drought and rainfall in November lessened the drought conditions.
July 2012 to April 2013	Extreme (D3) drought conditions persisted throughout these months.
September 2013	Abnormally dry (D0) conditions persisted through September.
May 2014 to November 2014	Drought conditions progressed from severe to extreme (D2 to D3), with drought conditions fluctuating between D2 and D3 until it lessened to moderate and abnormally dry (D1 and D0) conditions in November.
December, 1 2016 to April 11, 2017	Drought conditions lasted through the winter and early spring months and significant rain on April 11 brought the drought to abnormally dry (D0) conditions.
December 1, 2017 to February 28, 2018	Drought conditions lasted through the winter and early spring months and significant rain on February 28 ended the extreme drought conditions. (D3 to D0)

Probability of Future Events

The probability of future Drought events in the planning area is high.

Vulnerability and Impact

The entire planning area is vulnerable to drought conditions.

Long-term water supplies become stressed during extended periods of drought. In a prolonged, exceptional drought scenario, water supplies are vulnerable to being substantially depleted, causing not only a lack of water for residents, but also a decrease of water quality. According to the Oklahoma State Hazard Mitigation Plan Update, the current usage is 1.23 million acre feet per year (AFY), which includes usage from all sectors (agricultural, industrial, residential, public, private). In 2007, the usage was 1.08 million acre feet per year, and in 2010, projected usage was 1.12 million acre feet per year. [6] Projected usage is expected to increase and estimates for 2030 are 1.35 million acre feet per year and 1.48 million acre feet per year by 2040.[8]

The participating jurisdictions have a vulnerability regarding long-term water supply. The impact results in water shortages that last a few hours, or outages can be as long as the 10-day outage that resulted from a failure of infrastructure of the Atoka water line* that runs through the planning area. *More detail regarding the Atoka water line is detailed under "Winter Storms. Currently, the respective municipal water supplies rely on several different water districts and municipalities for water but increased agricultural demands throughout unincorporated Pottawatomie County and residents' anticipated demands have already begun to stretch some water supplies. The following table details the status of each participating jurisdictions' backup water supply.

[8] Oklahoma State Hazard Mitigation Plan Update 2019-2024. Pages 37-44.

Drought Vulnerability and Impact Table

Jurisdiction	Vulnerability	Impact
Pottawatomie County	At the time of writing this HMP, the county reported to have had little to no public outreach on the effects of drought and how drought increases the threat of red flag (fire) danger on extremely windy days.	A lack of public awareness on the effects of drought can lead to careless behavior during red flag (fire) danger. The county needs to build upon any public outreach campaigns/ educational campaigns on its respective social media platforms to reach residents who might not otherwise receive the information.
Asher and Asher PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Bethel Acres and Bethel Acres PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Brooksville	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Earlsboro and Earlsboro PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Johnson	Residents rely on their own private wells as the town has no functional backup water supply to rely on in times of extreme drought.	If water supplies are depleted in the community, not only would residents need to find alternative water supplies, but fire response for drought related fires could be hindered if a continuous water supply is not available.
Macomb and Macomb PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Maud and Maud PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
McLoud and McLoud PS and Dale PS	The city does not have functioning generators.	The lack of functional generators inhibits the continuation of water processing during power outages. The lack of generators prohibits the backup water supply from City of Shawnee and CPN from being utilized.
Pink	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
St. Louis	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.

Jurisdiction	Vulnerability	Impact
Shawnee and Shawnee PS Grove PS N. Rock Creek PS S. Rock Creek PS Pleasant Grove PS, Meeker PS, Konawa PS	At the time of writing this HMP, the city reported to have had little to no public outreach on the effects of drought and how drought increases the threat of red flag (fire) danger on extremely windy days.	A lack of public awareness on the effects of drought can lead to careless behavior during red flag (fire) danger. The city needs to build upon any public outreach campaigns/ educational campaigns on its respective social media platforms and public events to reach residents who might not otherwise receive the information.
Tecumseh and Tecumseh PS	At the time of writing this HMP, the city reported to have had little to no public outreach on the effects of drought and how drought increases the threat of red flag (fire) danger on extremely windy days.	A lack of public awareness on the effects of drought can lead to careless behavior during red flag (fire) danger. The city needs to build upon any public outreach campaigns/ educational campaigns on its respective social media platforms and public events to reach residents who might not otherwise receive the information.
Tribbey	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.
Wanette and Wanette PS	The town has no backup water supply.	When the main source of water supply fails or depleted due to drought conditions, there is no back up water supply for emergency fire services and no alternative source of water for residents.

The **participating school districts** rely on the water supplies of the respective municipalities and **none of the schools** have a backup water supply if the municipal water supply fails. If the schools do not have water to continue operations, the schools might need to temporarily close.

3.4.3 EARTHQUAKE

Description

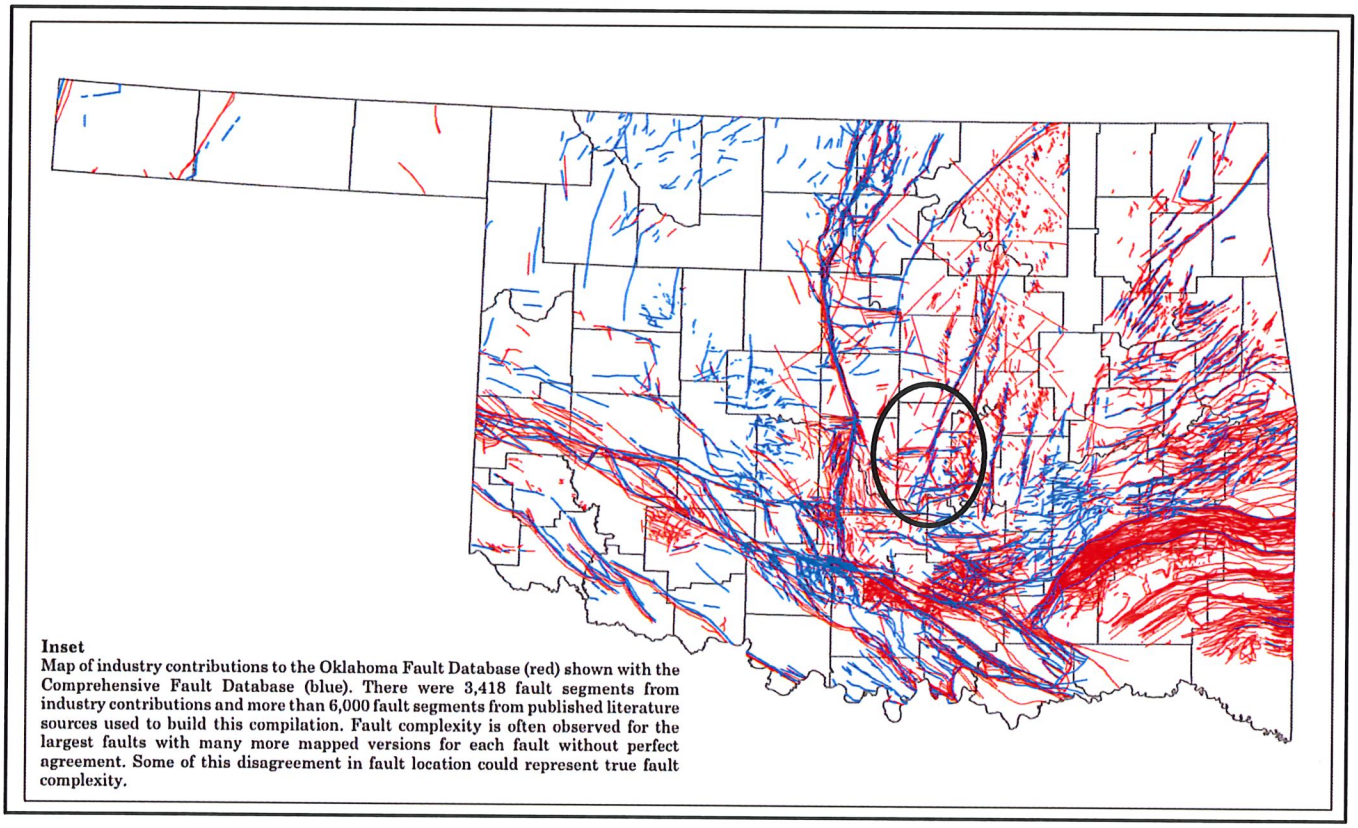
An earthquake occurs when two blocks of geological plates suddenly slip past one another as the result of slowly accumulating pressure underground near a geological fault or a plate boundary. The surface where they slip is called the fault or fault plane. The location below the earth's surface where the earthquake starts is called the hypocenter, and the location directly above it on the surface of the earth is called the epicenter.

Location

The planning area experiences earthquakes.

Oklahoma has several fault lines beneath its surface. They are:

- The Meers Fault in southwest Oklahoma,
- The Nemaha Ridge Zone from southeastern Nebraska, through Kansas into central Oklahoma,
- The Wilzetta Fault extends from Pottawatomie County, northeast through Lincoln County and Creek County.



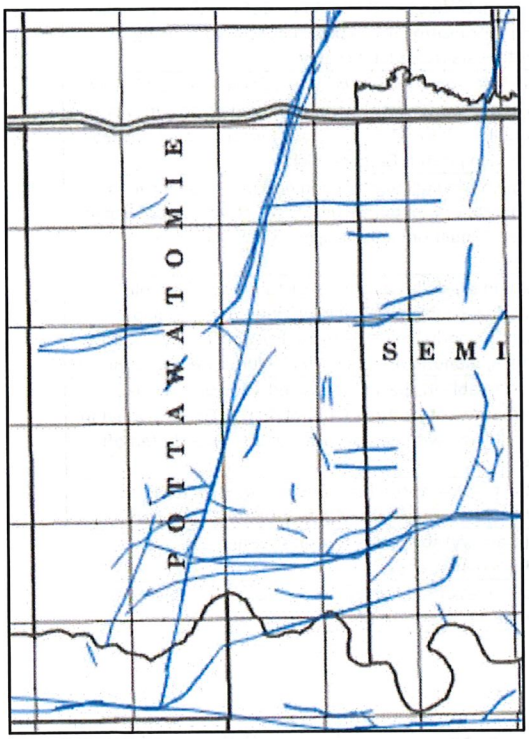
Inset
Map of industry contributions to the Oklahoma Fault Database (red) shown with the Comprehensive Fault Database (blue). There were 3,418 fault segments from industry contributions and more than 6,000 fault segments from published literature sources used to build this compilation. Fault complexity is often observed for the largest faults with many more mapped versions for each fault without perfect agreement. Some of this disagreement in fault location could represent true fault complexity.

The Wilzetta Fault caused a 5.7 earthquake in November 6, 2011 near Prague, Oklahoma. This particular earthquake was within close proximity to several wastewater disposal wells. Both state and federal science agencies such as the Oklahoma Geological Survey (OGS) and United States Geological Survey (USGS) have linked large volume wastewater injection wells to an increase in earthquake frequency and an increase in the occurrence of damaging earthquakes from 2008-2015.

However, a significant decrease in earthquake activity since 2015 has been driven by to market forces and regulatory actions within Oklahoma.

The New Madrid fault zone in central Missouri was the source of several large earthquakes in the early 1800s that were widely felt in the region, including Oklahoma. The planning area is located on this map within the oval. OGS created this map, showing industry contributions and naturally induced earthquakes, and recorded to the Oklahoma Fault Database. The Comprehensive Fault Database is shown by the red lines. The industry induced earthquakes are shown in blue.[9]

For comparison, here is a close up of the planning area with a map of industry induced earthquakes in blue and naturally occurring earthquakes in red.



Extent

The Planning Area uses the Modified Mercalli Scale with Richter Magnitude Approximations to categorize Earthquake. Based on the historical magnitudes the planning area has experienced, earthquakes between the range of 2-3.7 (Mercalli II-III) can be felt by a few, if they are on upper floors of buildings, but most people associate the feeling with passing trucks. Structural damage is unlikely, though fragile objects or windows could be disturbed or broken.

Based on the data provided in the "Previous Occurrence" section, it is expected that the planning area will continue to experience a similar range of earthquakes, though earthquakes greater than a magnitude of 4.0 (Mercalli III) seems unlikely, as the planning area has not had any earthquakes greater than a 2.0 (Mercalli I-II) since July 2018.

[9] http://ogs.ou.edu/docs/openfile/OF1-2016.pdf

The Modified Mercalli Scale with Richter Magnitude Approximations[10]

Richter Magnitude	Mercalli	Description	Earthquake Effects
1-2	I	Instrumental	Not felt except by a very few under especially favorable conditions.
2-3	II	Feeble	Felt only by a few persons at rest, especially on upper floors of buildings.
3-4	III	Slight	Felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated.
4	IV	Moderate	Felt indoors by many, outdoors by few during the day. At night, some awakened. Dishes, windows, doors disturbed; walls make cracking sound. Sensation like heavy truck striking building. Standing motor cars rocked noticeably.
4-5	V	Rather Strong	Felt by nearly everyone; many awakened. Some dishes, windows broken. Unstable objects overturned. Pendulum clocks may stop.
5-6	VI	Strong	Felt by all, many frightened. Some heavy furniture moved; a few instances of fallen plaster. Damage slight.
6	VII	Very Strong	Damage negligible in buildings of good design and construction; slight to moderate in well-built ordinary structures; considerable damage in poorly built or badly designed structures; some chimneys broken.
6-7	VIII	Destructive	Damage slight in specially designed structures; considerable damage in ordinary substantial buildings with partial collapse. Damage great in poorly built structures. Fall of chimneys, factory stacks, columns, monuments, walls. Heavy furniture overturned.
7	IX	Ruinous	Damage considerable in specially designed structures; well-designed frame structures thrown out of plumb. Damage great in substantial buildings, with partial collapse. Buildings shifted off foundations.
7-8	X	Disastrous	Some well-built wooden structures destroyed; most masonry and frame structures destroyed with foundations. Rails bent.
8	XI	Very Disastrous	Few, if any (masonry) structures remain standing. Bridges destroyed. Rails bent greatly.
8+	XII	Catastrophic	Damage total. Lines of sight and level are distorted. Objects thrown into the air.

Previous Occurrences

The planning area has experienced one hundred six (106) earthquakes above a 2.0 since January 1, 2011. The strongest earthquake in this timeframe occurred on December 28, 2017 and it was recorded as a magnitude of 3.7 (Mercalli III) on the Richer scale. According to the description in the table under "Extent", these earthquakes would be "felt quite noticeably by persons indoors, especially on upper floors of buildings. Many people do not recognize it as an earthquake. Standing motor cars may rock slightly. Vibrations similar to the passing of a truck. Duration estimated." Earthquakes with this magnitude, though felt, typically do not cause structural damages.

According to the Oklahoma Geological Survey (OGS) database, the planning area did not experience any earthquakes greater than a magnitude of 2.0 since July 1, 2018.

[10] http://earthquake.usgs.gov/learn/topics/mercalli.php

The number of earthquakes per year in the planning area is as follows:

Year	Number of earthquakes greater than 2.0	Year	Number of earthquakes greater than 2.0
2011	34	2017	6
2012	8	2018	2
2013	25	2019	0
2014	7	2020	0
2015	9		
2016	11		

The details of the earthquake events recorded by OGS in this table below; Pottawatomie County has not experienced an earthquake greater than 2.0 since July 1, 2018.

Earthquakes in Pottawatomie County 2011-2020

Date	Magnitude	Date	Magnitude	Date	Magnitude	Date	Magnitude
1-7-11	2.4	11-6-11	2.9	6-27-13	2.2	10-10-15	2.8
1-7-11	2.3	11-7-11	2.6	6-28-13	2.2	11-18-15	2.1
1-31-11	2.0	11-10-11	2.4	6-29-13	3.3	1-13-16	2.3
2-18-11	2.2	11-13-11	3.2	6-29-13	2.2	2-26-16	2.6
2-21-11	2.3	11-25-11	2.5	7-6-13	2.2	2-26-16	2.3
2-22-11	2.6	11-27-11	2.4	7-21-13	2.5	3-2-16	2.3
2-23-11	2.0	12-26-11	2.3	9-4-13	2.3	3-12-16	2.6
2-26-11	2.6	1-24-12	2.0	10-3-13	2.2	3-12-16	2.3
2-26-11	2.1	4-16-12	2.1	10-4-13	2.0	4-1-16	2.5
2-26-11	2.3	4-29-12	2.0	10-23-13	2.3	4-7-16	2.4
3-3-11	2.5	5-1-12	2.2	10-26-13	2.6	5-27-16	2.2
3-4-11	2.2	5-30-12	2.5	11-1-13	2.2	9-17-16	2.6
3-4-11	2.1	6-13-12	3.3	12-17-13	3.2	11-5-16	2.5
3-11-11	3.2	6-29-12	2.1	1-13-14	2.1	12-9-16	2.6
5-10-11	2.4	8-18-12	2.3	3-13-14	2.6	10-28-17	2.5
5-10-11	2.1	12-16-12	2.4	6-8-14	2.2	11-23-17	2.5
5-11-11	2.2	2-28-13	2.0	7-22-14	2.0	12-1-17	2.6
7-4-11	2.1	4-24-13	2.1	7-22-14	2.0	12-28-17	3.7
8-11-11	2.0	5-30-13	2.2	7-25-14	2.2	12-31-17	2.2
8-21-11	2.5	6-10-13	3.3	11-4-14	3.2	12-31-17	2.1
8-22-11	2.4	6-11-13	2.6	1-10-15	2.9	2-8-18	2.3
8-30-11	2.0	6-11-13	2.1	3-13-15	2.5	7-1-18	2.3
9-6-11	3.0	6-13-13	2.2	7-11-15	2.9		
9-6-11	2.1	6-13-13	2.7	7-11-15	2.7		
9-6-11	2.0	6-13-13	2.0	7-18-15	2.8		
9-12-11	2.3	6-16-13	2.7	7-23-15	3.0		
10-9-11	2.1	6-17-13	3.3	8-9-15	3.6		
11-6-11	2.8	6-20-13	2.7	10-7-15	2.5		

Probability of Future Events

Based on historical data, the probability of earthquake events in the Planning Area is high,

Vulnerability and Impact

The planning area is vulnerable to the effects of earthquakes. As detailed above, the planning area has seen a significant decrease of minor earthquakes since the last PHMP update, and to date, the **participating jurisdictions** have not experienced or reported any structural damages due to past earthquakes.

Should an earthquake greater than a magnitude of 4.0 (Mercalli V) occur, the older school buildings within the school districts of **Asher, Bethel Acres, Dale, Earlsboro, Grove, Konawa, Macomb, Maud, McLoud, Meeker, North Rock Creek, Pleasant Grove, Shawnee, South Rock Creek, Tecumseh, and Wanette** would be vulnerable as they do not have the structural reinforcement to withstand strong earthquakes. **None of the school districts** have reinforced shelving to prevent shelves from falling debris from the ceiling or walls. Should the planning area experience an earthquake strong enough to cause structural damage, any students, staff, and faculty could be injured by falling debris and falling items from the shelving.

Government buildings of **Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, and Wanette** would be vulnerable to the effects of earthquakes should the number of minor earthquakes suddenly increase again or become stronger. These structures are older structures that do not have the structural reinforcement needed to withstand the effects of a significant earthquake. The municipalities and Pottawatomie County have not adopted any enhanced building codes that require additional structural reinforcement for new buildings to mitigate the effects of any future earthquake damages. Any employees or staff caught inside these buildings during a strong earthquake could be injured by falling debris and walls.

Another vulnerability for **all jurisdictions** includes lack of training for earthquake response. Since the planning area has not reported damages from previous earthquakes, and the number of earthquakes has significantly decreased since 2018, only minimum training requirements or participation in the National Shakeout has been used for earthquake response training for all jurisdictions. If a significant earthquake were to occur across the planning area, it is a vulnerability that students, teachers, school administrators, and government employees would not know the appropriate protocols to follow. A lack of protocol or proper responses could result in students, teachers, school administrators, and government employees being injured by falling debris or being trapped in a collapsing structure.

3.4.4 EXTREME HEAT

Description

FEMA describes extreme heat as a "long period (2 to 3 days) of high heat and humidity with temperatures above 90 above degrees." (All degrees in this text will be in Fahrenheit.) Heat waves combined with a lack of precipitation create drought and increase the potential for wildfires.

Location

The planning area experiences extreme heat.

Extent

The planning area uses the Relative Humidity Heat Index to categorize Extreme Heat. This chart shows how varying levels of heat and humidity affect humans, particularly during times of prolonged exposure and/or physical activity. The planning area can experience any value on this chart up to the middle Danger (orange) range (temperatures between 110-118 degrees).

If the conditions of high temperatures and relative humidity were conducive, the planning area has the potential to experience temperatures above 117 degrees.

Relative Humidity (%)

Heat Index
(Apparent Temperature)

Air Temperature (°F)

°F	40	45	50	55	60	65	70	75	80	85	90	95	100
110	136												
108	130	137											
106	124	130	137										
104	119	124	131	137									
102	114	119	124	130	137								
100	109	114	118	124	129	136							
98	105	109	113	117	123	128	134						
96	101	104	108	112	116	121	126	132					
94	97	100	102	106	110	114	119	124	129	136			
92	94	96	99	101	105	108	112	116	121	126	131		
90	91	93	95	97	100	103	106	109	113	117	122	127	132
88	88	89	91	93	95	98	100	103	106	110	113	117	121
86	85	87	88	89	91	93	95	97	100	102	105	108	112
84	83	84	85	86	88	89	90	92	94	96	98	100	103
82	81	82	83	84	84	85	86	88	89	90	91	93	95
80	80	80	81	81	82	82	83	84	84	85	86	86	87

With Prolonged Exposure and/or Physical Activity

Extreme Danger
Heat stroke or sunstroke highly likely

Danger
Sunstroke, muscle cramps, and/or heat exhaustion likely

Extreme Caution
Sunstroke, muscle cramps, and/or heat exhaustion possible

Caution
Fatigue possible

Previous Occurrences

The planning area experiences extreme heat annually and expects an annual average of 91 days of extreme heat. This table lists how many days between 2011-2020 that the planning area experienced maximum heat indices over 90 degrees.

Year	Number of Days of Extreme Heat	Year	Number of Days of Extreme Heat
2011	108	2017	80
2012	95	2018	102
2013	81	2019	100
2014	76	2020	86
2015	85		
2016	94		

The highest heat index since 2011 occurred July 11, 2020 at 117.98, with a maximum temperature of 98.98 degrees and maximum relative humidity at 98.63. The second highest heat index since 2011 occurred on July 20, 2018 at 113.14, with a maximum temperature of 109.9 degrees and maximum relative humidity at 69.09 degrees.[11] The third highest heat index since 2011 occurred on July 1, 2020 at 112.85, with a maximum temperature of 96.93 degrees and maximum relative humidity of 86.33 degrees.

Probability

The probability of the planning area experiencing extreme heat is high.

Vulnerability and Impact

The entire planning area is vulnerable to the effects of extreme heat.

At the time of writing this HMP, the planning area expects urban expansion of the Oklahoma City metro area to spread eastward toward Pottawatomie County over the next 10 years. **Shawnee** is the largest city in the county and as it grows, it is expected that the associated "urban heat island" effect could increase temperatures from 1.8 to 5.4 degrees higher than the less developed areas around them. Since the planning area already experiences an average 91 days annually of heat indices over 90 degrees, it is reasonable to anticipate that average could increase over the next few years.

The table following details the vulnerability and impact Extreme Heat has upon the planning area. Seven jurisdictions have a designated cooling station; the designated cooling station locations are noted by an asterisk (*).

[11] https://www.mesonet.org/index.php/weather/check_data_retrieval

Extreme Heat Vulnerability and Impact Table

Jurisdiction	Vulnerability	Impact
Pottawatomie County	The county does not have a reliable database of vulnerable populations within the county.	The lack of a reliable list of vulnerable populations results in an inability to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Asher	Extreme heat can cause power outages due to the extra demand. There is no backup generator at the critical facility and limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Asher PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Bethel Acres*	The town does not have a reliable database of vulnerable populations within the community.	The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Bethel Acres PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.

Jurisdiction	Vulnerability	Impact
Brooksville	Extreme heat can cause power outages due to the extra demand. There is no backup generator at the critical facility and limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Dale PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Earlsboro	Extreme heat can cause power outages due to the extra demand. There is no backup generator at the critical facility and limits the ability to offer a cooling station to vulnerable populations within the community. The town keeps an inconsistent documentation of vulnerable populations within the community.	A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Earlsboro PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Grove PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.

Jurisdiction	Vulnerability	Impact
Johnson	Extreme heat can cause power outages due to the extra demand. There is no backup generator at the critical facility and limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach program.
Konawa PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat. Konawa PS also reported that periods of extreme heat have caused poorly constructed foundations of outbuildings to crack.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat. The weakened foundations cause structural damage and an economic loss to the school, diverting limited funds that could be used for other projects and student needs.
Macomb	No backup generator at critical facility limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	Extreme heat can cause power outages. A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach program.
Macomb PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Maud*	The town keeps an inconsistent documentation of vulnerable populations within the community.	The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach program.

Jurisdiction	Vulnerability	Impact
Maud PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
McLoud*	No backup generator at critical facility limits the ability to offer a cooling station to vulnerable populations within the community.	The lack of generator could render the cooling station ineffective during power outage due to extreme heat.
McLoud PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Meeker PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
North Rock Creek PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Pink*	The town does not have a formal process to document vulnerable populations within the community.	The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.

Jurisdiction	Vulnerability	Impact
Pleasant Grove PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
St. Louis	No backup generator at critical facility limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	Extreme heat can cause power outages. A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Shawnee*	Due to poorly constructed sidewalks, sections of poured concrete sidewalks will buckle in extreme heat.	When these sections of sidewalk buckle in extreme heat, it becomes a hazard for tripping. Pedestrians, cyclists, and the disabled could have difficulty navigating these areas.
Shawnee PS	Shawnee PS reported that periods of extreme heat have cause sidewalks and parking lots to buckle. The school system has limited backup generators.	This results in an economic loss for the schools, taking funds from limited budgets to repair the damages to ensure the safety of students from tripping or falling due to the damage in common walkways. The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
South Rock Creek PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.

Jurisdiction	Vulnerability	Impact
Tecumseh*	Extreme heat causes the soil to contract and water line breakages regularly occur during times of extreme heat.	Water line breakages cause an economic loss to the city, causes detours in the immediate area while repair is done, and causes a brief disruption to the water utility in the immediate area.
Tecumseh PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.
Tribbey*	No backup generator at critical facility limits the ability to offer a cooling station to vulnerable populations within the community. The town does not have a formal process to document vulnerable populations within the community.	Extreme heat can cause power outages. A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Wanette	No backup generator at critical facility limits the ability to offer a cooling station to vulnerable populations within the community. The town keeps an inconsistent documentation of vulnerable populations within the community.	Extreme heat can cause power outages. A lack of a backup generator results in no option for vulnerable populations to cool off, and potentially could result in heatstroke or death in a prolonged power outage. The lack of a reliable list of vulnerable populations results in not being able to locate vulnerable citizens when the town partners with NGOs like the Red Cross for fan distributions or other outreach programs.
Wanette PS	The school has no backup generator and no means of preserving food service in a power outage caused by extreme heat.	The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by extreme heat.

3.4.5 FLOOD

Description

Various types of flooding can affect the planning area. The types of flooding include:

- Riverine flooding occurs when a river or stream rises above the banks and inundates the surrounding land.
- Low-lying areas experience flooding when there is runoff from rainfall or melting snow and the ground is already saturated.
- Flash flooding can result from extremely heavy rainfall from thunderstorms. Flash flooding can begin within 3 to 6 hours of heavy rainfall. Flash flooding can also occur after a dam or levee break.
- Sheet flooding results when excessive rainfall exceeds the drainage capabilities.

Factors that contribute to the severity of the flooding include the existing saturation of local soils, the local terrain, land use, and vegetation type and density.

Location

The planning area experiences all types of flooding listed above in the description.

FIRM maps for all jurisdictions are located in Appendix A. The Extent section below lists the jurisdictions affected by the floodplain. Jurisdictions who are not located in a floodplain are affected by low-lying flooding, flash flooding, and sheet flooding.

Extent

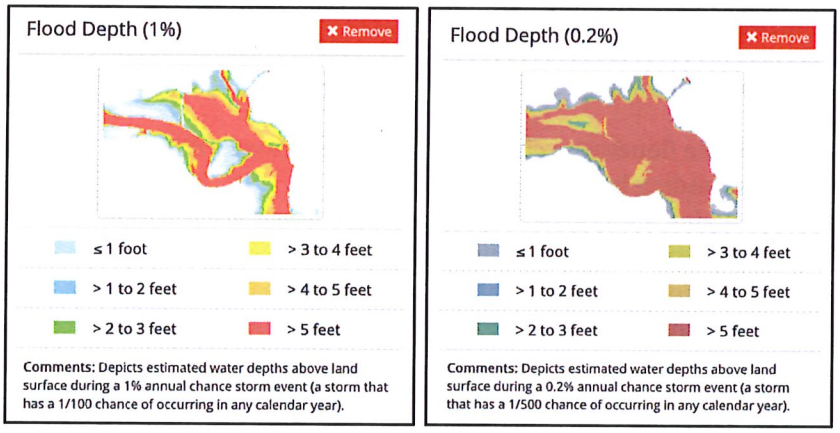
The planning area uses the FEMA Flood Damage Categories and Criteria to assess flood depth.[12] The levels are described as follows:

FEMA Flood Damage Categories and Criteria	
Affected	0-6 inches of water inside the structure; minimal damage to the exterior and/or contents of the home
Minor	6-18 inches of water inside the structure; encompasses a wide range of damage that does not affect the structural integrity of the residence
Major	18-48 inches of water inside the structure; structure sustains significant structural damage and will require extensive repairs
Destroyed	48+ inches of water inside the structure; structure is a total loss and repair is unfeasible

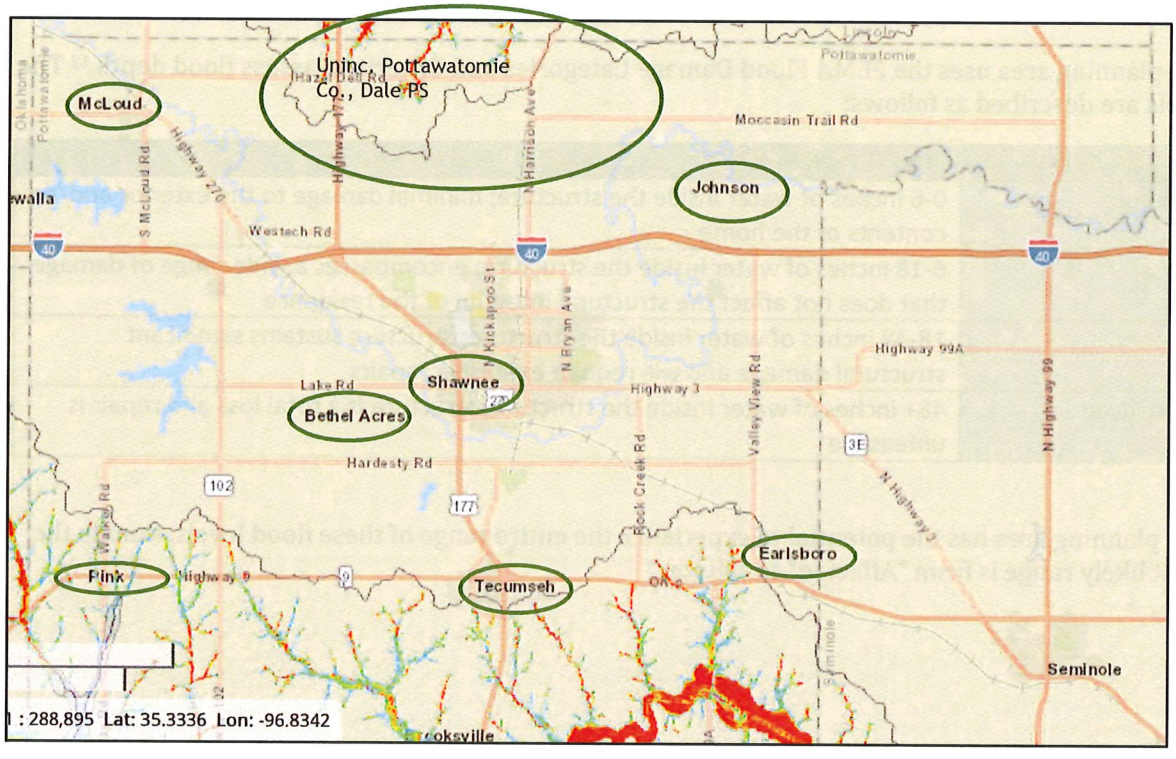
The planning area has the potential to experience the entire range of these flood levels, though the most likely range is from "Affected" to "Minor."

[12] Damage Assessment Operations Manual. FEMA, pg 120. https://www.fema.gov/media-libary-data/1459972926996-a31eb90a2741e86699eef34ce2069663a/PDAManualFinal6.pdf

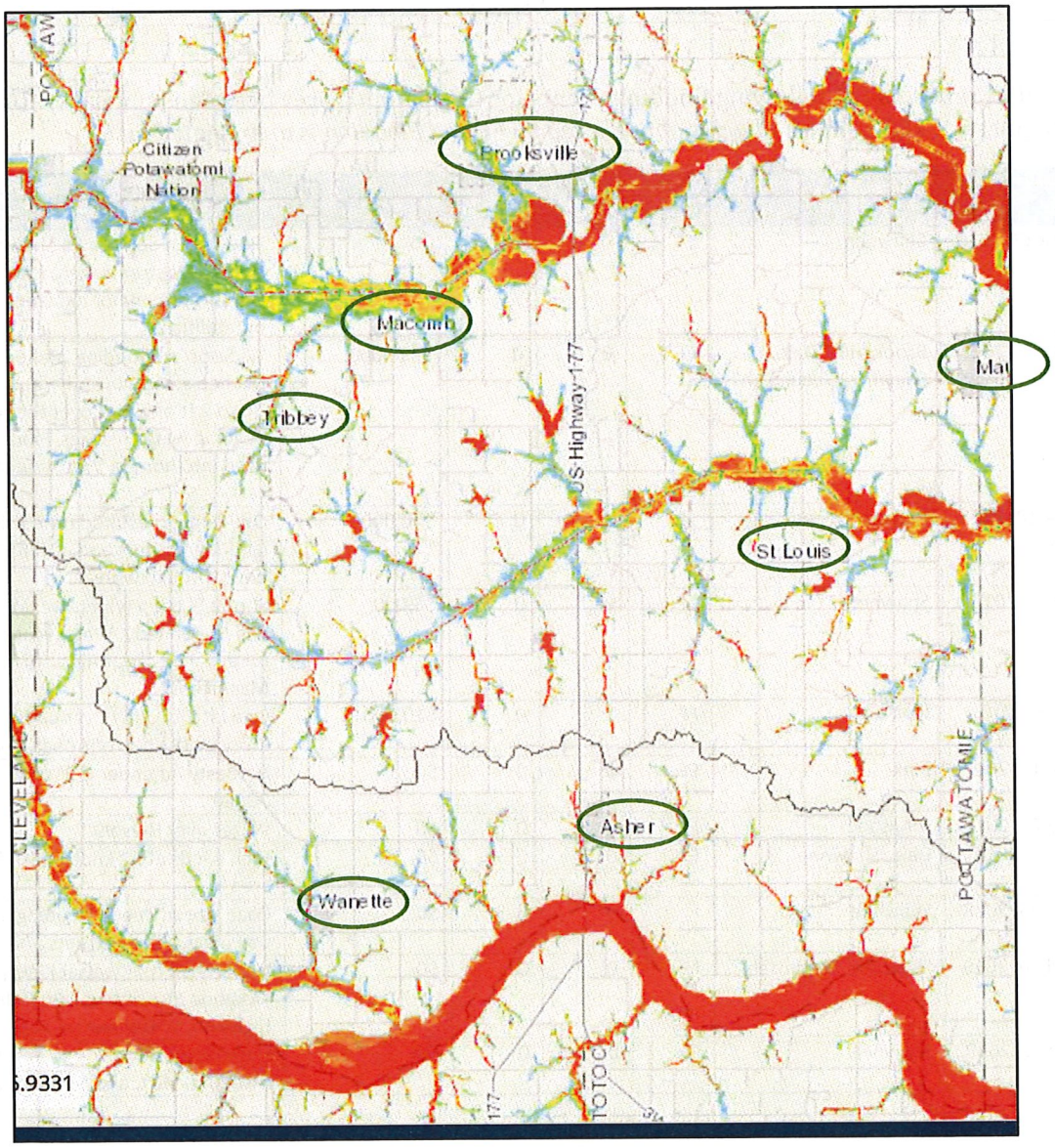
The following maps show the FEMA Base Flood Elevation (BFE) within areas of concern for the planning area. The legend is included with the Pottawatomie County overview.



These FEMA BFE maps show the BFE within Pottawatomie County. As shown on this map of **northern Pottawatomie County**, only a small portion of Unincorporated Pottawatomie County is within 1% and .02% flood area. **Bethel Acres, Johnson, McLoud, and Shawnee** do not lie within any of the BFE areas. **Earlsboro, Pink, and Tecumseh** town limits have small portions that extend into the watershed areas. **Dale PS** lies completely within the floodplain, but **the school buildings for Bethel Acres PS, Earlsboro PS, Grove PS, McLoud PS, Meeker PS, Pleasant Grove PS, North Rock Creek PS, Shawnee PS, South Rock Creek PS, or Tecumseh PS** do not lie within the BFE areas.



The next BFE map shows central and south Pottawatomie County. The areas depicted by red are likely to have a 1% BFE of five (5) feet or more. The red areas follow the Little River water shed area and the Salt Creek water shed area. These areas primarily lie within the unincorporated areas of Pottawatomie County. The southern county line follows the Canadian River and is primarily an area where 1% and .2% flood area. **Asher, Brooksville, Macomb, Maud, St. Louis, Tribbey, and Wanette** have small portions that extend into the BFE areas. The school buildings for **Asher PS, Konawa PS, Macomb PS, Maud PS, and Wanette PS** do not lie within a floodplain as shown on the FIRM maps in Appendix A.



Previous Occurrences

Since the previous update, the planning area has been part of three (3) federally declared disasters that included flooding. The disaster declarations and dates can be found in Section 3.2.

The planning area has been included in warnings and advisories, and the table below reflects data from January 2011 to April 2021.

Phenomena	Significance	Total # Issued
Flash Flood	Warning	40
Flood	Advisory	116
Flood	Warning	79

The NCEI reported the following flooding events for the planning area between January 1, 2011 and December 31, 2020. *(Flash Flood is abbreviated by FF and Flooding is abbreviated by F.)*

Date	Location	Event	Death	Injury	Property Damages	Flooding Details
April 17, 2013	Shawnee	FF	0	0	$0	Flooding in downtown Shawnee. Numerous streets were inundated to the curb. No major damages, injuries, or fatalities.
May 23, 2015	Brooksville, Dale, Shawnee, Tecumseh	FF	0	0	$390,000	Widespread flooding; stalled vehicles in flooded streets in and around Shawnee. Up to 2 ft of water over the road with ongoing water rescues. Flood waters risen into homes. Water sweeping away cars.
June 18, 2015	Macomb	FF	1	0	$20,000	One fatality resulted from driver ignoring barriers and attempting to drive through water.
June 1, 2016	Shawnee	FF	0	0	$5,000	2' to 2.5' deep water over W. Benedict and N. Kennedy. Water rescue needed for a stalled car at Airport Dr. and MacArthur St.
July 3, 2016	Pink	FF	1	0	$10,000	One fatality due to car being swept away by floodwaters over a rural road.
May 19, 2017	Pink	FF	0	0	$0	Hardesty Rd under 6-8" of water for 70'-80'
May 27, 2017	Johnson	FF	0	0	$0	Water over Hwy 99
June 7, 2018	Dale, Shawnee	FF	0	0	$0	High winds at 52 knots, flash flooding in area
June 25, 2018	Shawnee	F	0	0	$0	Road closed due to flooding and pooling water on streets and in ditches
April 30, 2019	Shawnee, Tecumseh	FF	0	0	$0	Water over roadway at Kickapoo Spur, Kickapoo St., between Benedict and Highland. Water rescue near Tecumseh
May 29, 2019	Shawnee	FF	0	0	$0	Floodwaters over city streets including Lake, Benedict, and MacArthur

In July 2015, **Pleasant Grove PS** had 11" of rain that flooded 4 classrooms. **Macomb PS** reported that the school library had flood damage in 2017. Rapid rainfall overwhelmed the gutters and caused water to come into the library through the walls. The carpet and walls required replacing and repair.

All participating jurisdictions have identified the specific flood prone areas that routinely flood due to flash flooding, being in low-lying areas, or sheet flooding in their respective municipalities or school districts.

Probability

The probability of flooding within the planning area is high.

Vulnerability and Impact

The **entire planning area** is vulnerable to the effects of flash flooding due to excessive rainfall. In flood prone areas with poor drainage, flash flooding overwhelms streets and county roads that are main thoroughfares for local traffic and bus routes. On such occasions when roads are impassable, traffic must take alternative routes to travel safely. As noted under "Previous Occurrences," **Shawnee** experiences frequent flash flooding and mitigation projects are continually underway to reduce the level of flooding across the city. While Shawnee experiences the most frequent flooding, **all jurisdictions** are vulnerable to flash flooding due to excessive rainfall. Significant flash flooding/ flooding can impede emergency response times, particularly in throughout unincorporated Pottawatomie County where low-lying roads can be more easily washed out or have deep flooding. In such cases, detours must be taken, diminishing valuable response times.

As shown by the table under Previous Occurrences, several deaths have occurred due to motorists entering flooded streets. **All municipalities and the county** need to promote more educational materials/content and/or social media campaigns, such as "Turn Around, Don't Drown," related to the dangers of motorists entering roadways and intersections overflowing with flash flood waters.

Flooding Vulnerability & Impact Table for Pottawatomie County

Jurisdiction	Vulnerability	Impact
Pottawatomie County	The lack of adequate drainage across the unincorporated Pottawatomie Co. results in various roads and intersections flooding, and includes: • Coleman Rd. ditch • The Intersection of Bethel Rd and New Hope Rd Many of the roadways, intersections, and drainage areas will require extensive construction work to ensure proper drainage is installed.	When these roads and intersections flood, it causes traffic delays and/or detours for emergency response and normal traffic.
Asher	Asher does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Bethel Acres	Bethel Road is a main road throughout this community and some areas are in a low-lying and have a lack of adequate drainage, causing flooding over roadways.	When these roads and intersections flood, it causes traffic delays and/or detours for emergency response and normal traffic.
Brooksville	The community's main access roads (Miller and Acme) lie within the floodplain area. These roads provide residents and emergency services the only means for accessing the community. It is a vulnerability that the only roadways into the community lie within a floodplain and are prone to flooding.	If these roadways become inundated, it could impede traffic and emergency services.
Earlsboro	Earlsboro does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Johnson	Johnson does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Konawa PS	Konawa PS has reoccurring issues with water seeping in the basements of school buildings. Sump pumps have been installed to pull water out of the buildings, but require annual maintenance and replacing. The school's parking lot also experiences recurring water damage. Flooding from excessive rainfall prolongs these episodes, and additional drainage is needed.	This problem causes $10,000-$15,000 in damages and equipment rentals to make the repairs annually. This economic loss diverts limited funding from other programs to ensure that the school's infrastructure remains intact for daily operations.

Jurisdiction	Vulnerability	Impact
Macomb	Macomb does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program. Macomb PS buildings flood during times of excessive rainfall.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods. The damages to school buildings results in additional expenses that divert the already limited funding from other programs.
Maud	The city has several roadways and intersections that regularly experience flooding during excessive rain due to being in low-lying areas or have poor drainage. These areas need extensive construction to elevate the low-lying areas and install adequate drainage.	While these areas do not typically cause traffic delays when flooded, the flooding and lack of drainage accelerates the typical deterioration that occurs on streets. This presents an additional maintenance expense for the city's budget.
McLoud	Wynnewood Creek runs through McLoud and excessive rainfall can overwhelm this drainage area. The city has identified this as a long-term improvement project. Highways 102 and 270 have areas that become inundated in flash flooding.	The lack of efficient drainage along this area can cause water to back up on residents' property, potentially presenting a recurring economic loss until the funds can be budgeted or raised to complete this drainage improvement project. When these main highways become flooded, it causes delays and detours to motorists and potentially impedes any emergency services.
Pink	Pink does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
St. Louis	St. Louis does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Shawnee	The city has back wash lagoons at the water processing plant. Excessive rainfall can cause erosion to the dams, causing all contents to overflow into the river.	The overflow of contents can contaminate the river, resulting in expensive cleanup projects for the city, compromise the health and safety of residents along the river, and endanger the wildlife and its habitat.

Jurisdiction	Vulnerability	Impact
Tecumseh	The city has several roadways and intersections that regularly experience flooding during excessive rain due to being in low-lying areas or have poor drainage. These areas need extensive construction to elevate the low-lying areas and install adequate drainage.	These low-lying areas cause traffic delays, detours, and potentially impede emergency services.
Tribbey	Tribbey does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Wanette	Wanette does not have the staff available to fulfill the responsibilities of a floodplain manager or maintain any floodplain ordinances to be eligible for participation in the NFIP program.	Since the town has a limited capacity to effectively manage floodplain requirements, residents cannot purchase flood insurance through the NFIP program, costing residents' additional expense when their property floods.
Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, N. Rock Creek PS, Pleasant Grove PS, S. Rock Creek PS, Tecumseh PS, Wanette PS	While annual training requirements for bus drivers are met, these schools reported that no additional training regarding flash flooding in low lying areas along bus routes is conducted.	A lack of knowledge for newly hired or inexperienced bus drivers regarding flash flooding or awareness of low-lying areas could potentially endanger students' safety if a bus enters a flooded low-lying area with running water. Buses could also be damaged or lost completely if swept away by flash flooding.

3.4.6 HAIL

Description

Hail is a frozen form of precipitation that occurs when precipitation has been swept back into the clouds by an updraft. Hailstones larger than the size of a quarter can result in thunderstorms with powerful updrafts. Hail usually accompanies supercell storms with a sustained rotating updraft. Once the updraft can no longer support the weight of the hailstone, it falls to the ground. Hail can vary in size from small pieces of ice that do little or no damage to very large stones that destroy homes, cars, crops, and other trees and vegetation.

Location

Hail affects the entire planning area.

Extent

Hail varies depending on the severity of storms that pass through the planning area. The planning area uses the NWS Hail Estimate Chart that provides general guidelines describing the extent of damage to be expected from various sizes of hailstones. It is possible that any size of hail described in the NWS Hail Estimate Chart could occur within the planning area; however, the expected range of hail is between ¼" to 3". The participating jurisdictions consider any hail over an inch in diameter to be a threat for causing harm to anyone caught outdoors and/or causing damage to vehicles, structures, livestock, and crops.

NWS Hail Estimate Chart	
Hail Diameter (inches)	**Size Description**
¼"	Pea; no damage
½"	Penny or large marble; slight damage to vegetation
¾"	Penny or large marble; significant damage to vegetation and crops
7/8"	Nickel; severe damage to crops, damage to glass, plastic structures, paint and wood scoring
1"	Quarter; severe damage to crops, damage to glass, paint and wood scoring
1 ¼"	Half dollar; widespread glass damage to tile roofs, significant risk of injury
1 ½"	Walnut or ping-pong ball; widespread glass damage and vehicle body damage
1 ¾"	Golf ball; destruction of glass, damage to tile roofs, significant risk of injury
2"	Hen's egg; aircraft body dented, brick wall pitted
2 ½"	Tennis ball; severe roof damage, risk of serious injury
2 ¾"	Baseball; severe damage to aircraft bodywork
3"	Teacup size; severe damage to aircraft bodywork
4"	Grapefruit; extensive structural damage, risk of severe or fatal injury to people in the open
4 ½"	Softball; extensive structural damage, risk of severe or fatal injuries to people out in the open

Previous Occurrences

The National Centers for Environmental Information (NCEI) reports that the planning area as a whole had 31 days with hail events between January 1, 2011 to December 31, 2020. Within those 31 days, 33 separate hail events occurred and were recorded by the NCEI.[13]

Three (3) different hail events had the largest hailstones which measured 2 ¾". One hail event occurred on April 22, 2011 in Tecumseh. The other two hail events occurred on March 31, 2015 and May 8, 2015 in Shawnee.

The next largest hailstone was a 2.5" hailstone reported in Asher on May 31, 2013. Brooksville reported a 2" hailstone on April 25, 2017. Eight (8) different hail events produced hailstones that measured 1 ¾" and those events occurred on April 22, 2011 in Tecumseh and Pink; August 12, 2011 in Pink and Shawnee; October 22, 2011 in Asher; May 31, 2013 in St. Louis; March 31, 2015 and April 29, 2016, and April 28, 2020 in Shawnee.

This table on the right shows how many hail events have been documented in the planning area since the last update. None of these events resulted in a loss of life.

Year	Number of Hail Events
2011	5
2012	0
2013	2
2014	0
2015	3
2016	4
2017	7
2018	2
2019	6
2020	4

Based on these occurrences, the planning area has experienced an annual average of 4-5 days with hail events. These occurrences are consistent with the data recorded by the National Centers for Environmental Information, that shows the planning area has typically experienced 4-5 days (dark purple area) of 1" hail annually between 1986 to 2015.[14] The planning area is within the green oval.

The following participants reported hail damages as follows:

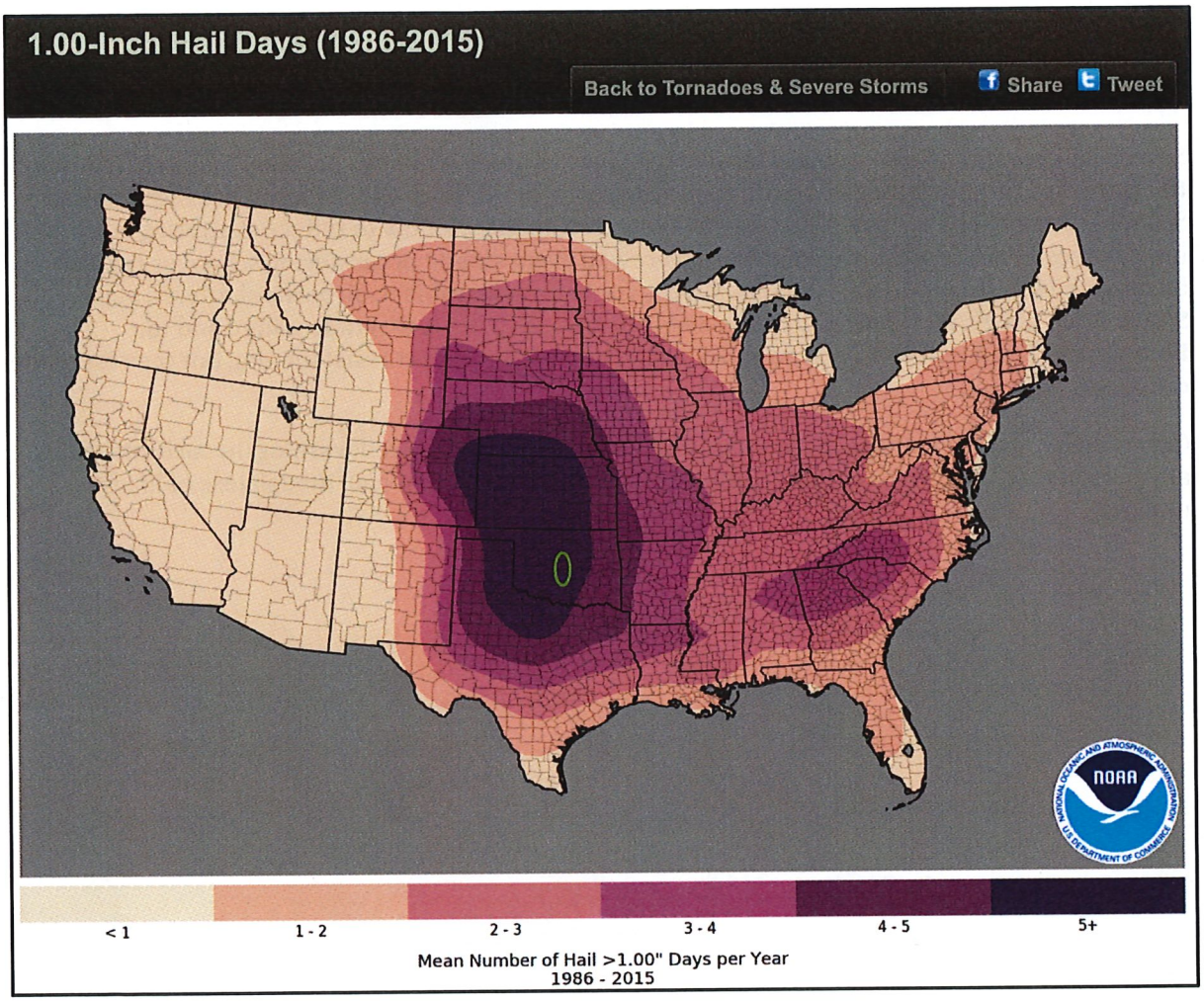
Asher PS reported a total loss of their roofing due to hail and high winds in 2019.

Shawnee PS had minor hail damage to the roofing in 2020.

---

13 https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Hail&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2011&endDate_mm=12&endDate_dd=31&endDate_yyyy=2020&county=POTTAWATOMIE%3A125&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=40%2COKLAHOMA

14 https://climate.ok.gov/index.php/climate/map/1.00_inch_hail_days_1986_2015/tornadoes_severe_storms



Probability

The probability of the planning area experiencing hail events is high.

Vulnerability and Impact

All participating jurisdictions could experience hail at any time due to the strong storm systems that develop and pass through the planning area. April through June typically produces the most violent storms in central Oklahoma; however, violent storms can form any time of year if the conditions are conducive.

The most vulnerable objects to hail damage are the transportation fleets for the cities and school districts. **None of the participating municipalities, Pottawatomie County, and most school districts** do not have covered parking areas for school vehicles, school employees' vehicles, municipal and county fleet vehicles, and municipal and county employees. This results in an economic loss for the schools and disrupts operations if school buses or government fleet vehicles must be repaired due to the damages, (The only school districts that have covered parking for their buses are North Rock Creek PS, Grove PS, and Wanette PS.)

Hail events can also cause minimal damages to total loss to roofing. The roofing for the school districts and government buildings area are flat-top roofs; hail can further damage any existing

weak spots, potentially leading to leaking when it rains. In addition to the economic loss incurred for repairs, daily operations at these buildings or schools could be disrupted during extensive repairs.

Severe hail events can also cause extensive damages or break windows on these buildings. **None of the participating jurisdictions**, with the exception of South Rock Creek PS and the Elementary School in Tecumseh PS, have protective window film on the window to reduce shattering and improve resilience against breaking. If a severe hail event should occur during school or regular business hours, students, staff, and employees could be vulnerable to airborne shattered glass. **South Rock Creek PS** reported that the newest addition to the K-8th grade school and the **Elementary School in the Tecumseh PS** system does have impact resistant film, but the rest of the campuses does not.

Occasionally, storms within the planning area occur without advanced warning. In such situations, any person caught outdoors are vulnerable to potential injury from hail, though loss of life is unlikely.

3.4.7 HIGH WINDS

Description

Wind is the movement of air relative to the earth's surface. The National Weather Service issues wind advisories when sustained winds of 40 mph or greater occur. High winds can occur during severe thunderstorms and on extraordinarily windy days without any other accompanying natural hazard.

High winds can be classified as:

- "Straight-line" winds, with speeds reaching 58 mph or more;
- Downdraft winds, small columns of air that sink quickly to the ground;
- Microbursts (less than 4 kilometers wide); and
- Macrobursts (more than 4 kilometers wide).

Location

All jurisdictions are affected by high winds.

Extent

The planning area uses The Beaufort Scale below as a guide to measure winds, and all jurisdictions can experience wind speeds of any value on this scale.

Beaufort Wind Chart – Estimating Winds Speeds

Beaufort Number	MPH Range	MPH Average	Terminology	Description
0	0	0	Calm	Calm. Smoke rises vertically.
1	1-3	2	Light air	Wind motion visible in smoke.
2	4-7	6	Light breeze	Wind felt on exposed skin. Leaves rustle.
3	8-12	11	Gentle breeze	Leaves and smaller twigs in constant motion.
4	13-18	15	Moderate breeze	Dust and loose paper is raised. Small branches begin to move.
5	19-24	22	Fresh breeze	Smaller trees sway.
6	25-31	27	Strong breeze	Large branches in motion. Whistling heard in overhead wires. Umbrella use becomes difficult.
7	32-38	35	Near gale	Whole trees in motion. Some difficulty when walking into the wind.
8	39-46	42	Gale	Twigs broken from trees. Cars veer on road.
9	47-54	50	Severe gale	Light structure damage.
10	55-63	60	Storm	Trees uprooted. Considerable structural damage.
11	64-73	70	Violent storm	Widespread structural damage.
12	74-95	90	Hurricane	Considerable and widespread damage to structures.

Webpage: http://www.weather.gov/iwx
Twitter: @nwsiwx
Facebook: NWSNorthernIndiana

Previous Occurrences

The planning area was included in numerous high wind warnings, advisories, and watches between January 1, 2011 and December 31, 2020.[15] The NWS issued two high wind warnings on March 14, 2019 and May 14, 2020. A high wind watch was issued March 12, 2019. The planning area had 89 wind advisories as well. The table below shows the dates of the advisories to demonstrate that the planning area experiences high wind year-round; red flag advisories and wind chill advisories will be included under the hazard profiles Wildfire and Winter Weather respectively.

Dates of Wind Advisories in Pottawatomie County 2011-2020					
2011	**2012**	**2013**	**2014**	**2015**	**2016**
March 11	January 1	January 11	January 12	January 25	February 8
April 3	January 11	May 2	January 27	February 2	February 18
April 10	January 22		February 17	February 4	February 23
April 15	February 2		February 20	March 26	March 6
April 17	February 23		March 11	April 3	April 5
April 29	March 6		March 16	November 11	October 17
May 30	April 14		March 26		November 17
November 2	May 23		April 13		December 25
November 5	September 7		April 27		
November 12	October 17		May 11		
November 26	November 10		October 13		
	December 20		November 11		
			November 23		
			December 25		
2017	**2018**	**2019**	**2020**		
January 22	January 12	January 19	April 13		
January 24	January 23	January 22	June 10		
March 6	March 5	February 24	September 28		
May 1	March 7	March 9	October 29		
October 27	April 4	April 11	November 15		
November 18	May 12	April 14	December 24		
	November 26	November 11			
	December 14	November 27			
		December 1			

The Oklahoma Mesonet recorded maximum wind speeds in miles per hour (mph) and the following table provides the year and the number of days with winds speeds over 30 mph. Based on the data provided by the Mesonet, the planning area experiences an average of 10-11 days with high winds 30 mph or above.

Days with Winds over 35 MPH in Pottawatomie County

Year	Wind Speed Range (MPH)	Number of Days	Year	Wind Speed Range (MPH)	Number of Days
2011	30.13-35.19	13	2017	30.2-36.98	12
2012	31.56-37.98	11	2018	30.15-42.39	11
2013	30.56-47.38	9	2019	30.27-43.11	11
2014	30.44-38.32	10	2020	30.67-43.13	12
2015	30.67-33.15	13			
2016	30.09-39.97	12			

[15] https://mesonet.agron.iastate.edu/vtec/search.php#byugc/OKZ030

Asher PS reported a total loss of their roofing due to hail and high winds in 2019.

The **Town of Asher** reported high winds damaged a municipal building in 2018; straight line winds took off part of the roof.

North Rock Creek PS reported that the school buildings sustained some storm damage in June 2019.

None of the other jurisdictions reported any occurrences or damages due to high winds between 2011 and 2021.

Probability

The probability of the planning area experiencing high winds is high.

Vulnerability and Impact

The planning area lies within a geographic area that regularly experiences high winds and is vulnerable to the effects of high winds.

The **municipalities, Pottawatomie County, and the schools** reported that the school buildings and government buildings are older structures without reinforced roofing, making the building envelope more vulnerable to blowing off in high wind. If a high wind event occurred during regular school or business hours and damaged these critical facilities, any persons inside these buildings could be injured. Not only could possible injury occur, but economic loss to repair the building would be inevitable for the school or municipality.

Severe high wind events can also cause extensive damages or break windows on these buildings due to broken tree limbs or other airborne debris. **None of the municipalities, schools or Pottawatomie County**, with the exception of **South Rock Creek PS and Elementary School in the Tecumseh PS** system, have protective window film on the window to reduce shattering and improve resilience against breaking. If a severe high wind event should occur during school or regular business hours, students, staff, and employees could be vulnerable to airborne shattered glass. Roof and window damages due to high winds during operational hours could result in school being closed for the remaining hours of the day and economic losses for the schools. (**South Rock Creek PS** reported that the newest addition to the school and the **Elementary School in the Tecumseh PS** system does have impact resistant film, but the rest of the campuses do not.)

Any person caught outdoors on the participating jurisdictions' properties during a straight-line wind event could experience injury from debris generated from the event.

Trees, homes, infrastructure, livestock, and people are at risk from high winds due to the winds that often accompany thunderstorms. These winds can cause damage to structures, trees and potentially powerlines. Depending on the time of year, high winds accompanied with freezing rain can cause additional damages. Loss of human life and/or livestock could occur if conditions were severe enough; however, loss of life usually does not occur with high winds, though loss of property could happen.

No single area within the participating jurisdictions is more or less vulnerable than any of the others and high winds could affect any person or area.

3.4.8 LIGHTNING

Description

The National Severe Storms Laboratory defines lightning as, "a giant spark of electricity in the atmosphere between clouds, the air, or the ground. In the early stages of development, air acts as an insulator between the positive and negative charges in the cloud and between the cloud and the ground. When the opposite charges build up enough, this insulating capacity of the air breaks down and there is a rapid discharge of electricity that we know as lightning. The flash of lightning temporarily equalizes the charged regions in the atmosphere until the opposite charges build up again."[16]

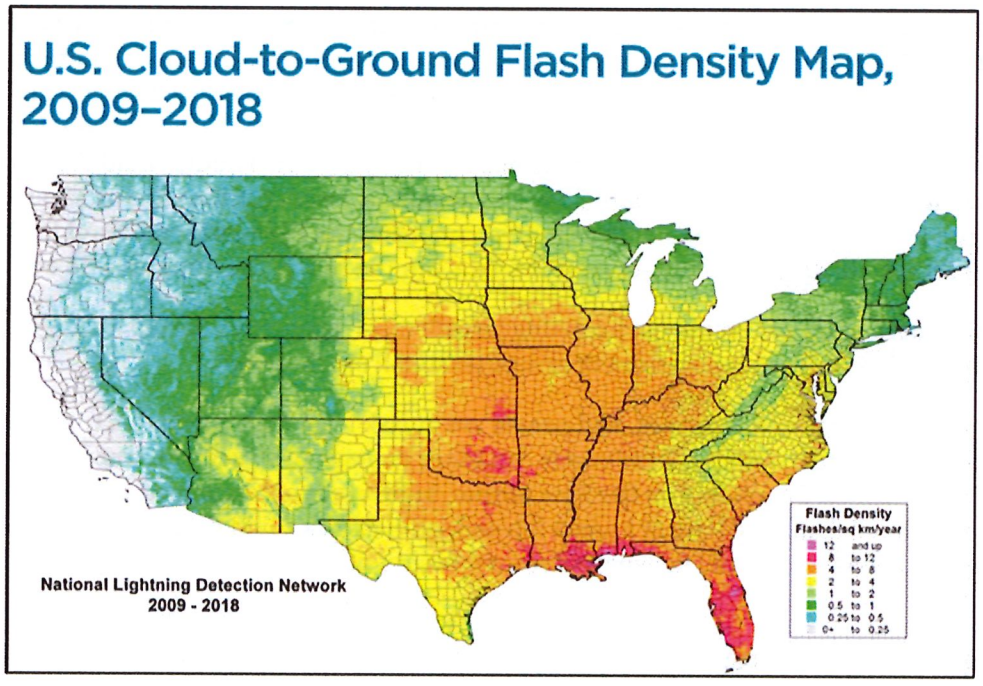
Oklahoma is third in the nation for the total number of cloud-to-ground strikes that occur annually, with a total of 12,620,899 strikes documented across the state in 2020. As far as total lightning density per square kilometer, Oklahoma ranks second nationally with 69.7 strikes.[17] The details pertaining to the planning area are as follows.

Location

The planning area is affected by lightning strikes.

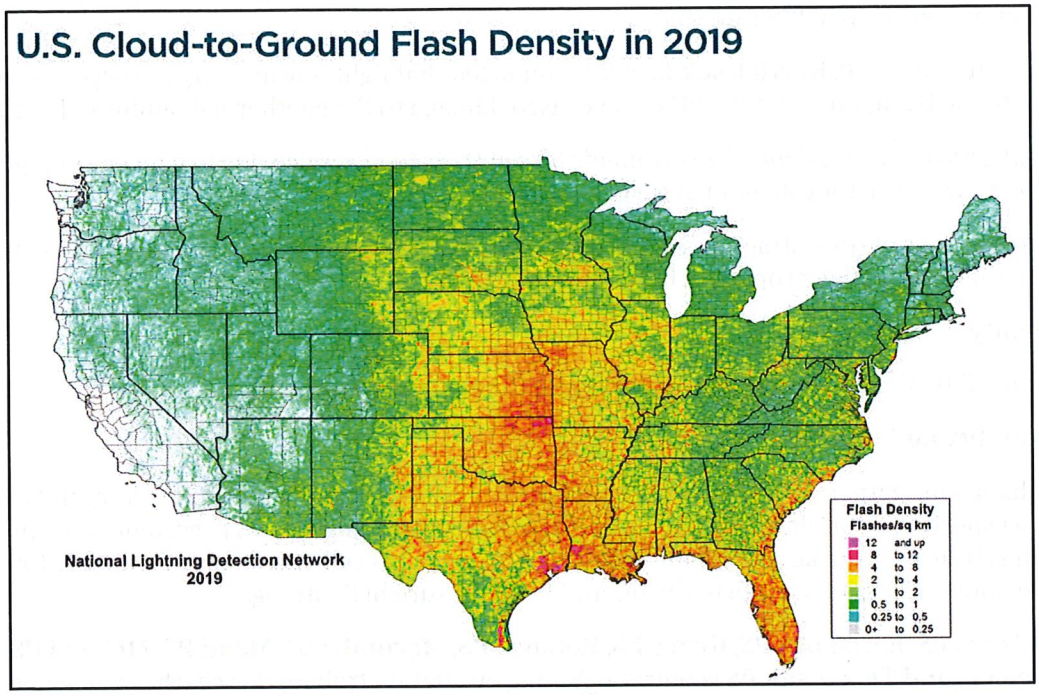
Extent

Lightning strikes have been underreported compared to other hazards due to their unpredictable and highly variable occurrences. The planning area uses the Vaisala Cloud-to-Ground Flash Density map to categorize Lightning. This map shows the Cloud-to-Ground lightning strike flash density by county from 2009 to 2018. According to the 2009-2018 map, the planning area experienced between 4-12 lightning strikes per square kilometer annually.

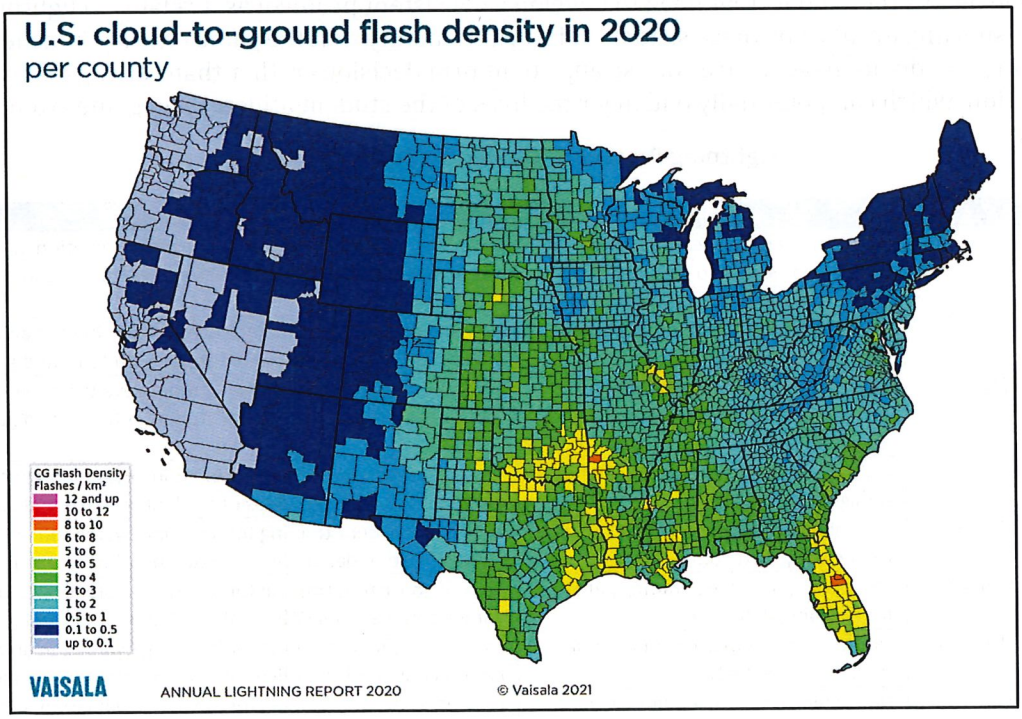


[16] National Severe Storms Laboratory. https://www.nssl.noaa.gov/education/svrwx101/lightning/
[17] https://www.vaisala.com/sites/default/files/documents/WEA-MET-Annual-Lightning-Report-2020-B212260EN-A.pdf

These two maps show the Cloud-to-Ground Flash Density for 2019 and 2020. They are included to show the most recent data, but also to show the variance the planning area can experience year by year. In 2019, Pottawatomie Co. experienced 2 to 12 flashes per square kilometer annually.



In 2020, Pottawatomie Co. experienced 5-6 cloud-to-ground flashes per square kilometer. The planning area expects to experience the range of 2-12 cloud-to-ground strikes per square kilometer annually in the future.



Previous Occurrences

According to the data under Extent, the planning area receives multiple lightning strikes annually. The Vaisala data shows the planning area experienced between 2-12 lightning strikes per square kilometer annually from 2009-2020.

Between 2011 to 2020, **North Rock Creek PS** reported that lightning and power surges caused damage to the HVAC units in July 2018 and caused damage to the geothermal pumps in June 2019.

Pleasant Grove PS experienced an economic loss of their food service due to a power outage due to lightning strike since they do not have a generator.

None of the other participating jurisdictions reported any lightning strikes, damages, or economic losses to their respective properties between 2011-2020.

Probability

The probability of the planning area experiencing lightning strikes is high.

Vulnerability and Impact

If thunderstorms gather without warning, as can often occur within the planning area, anyone attending sporting or outdoor events is vulnerable to the lightning strikes preceding a storm. Lightning strikes can strike several miles away from the storm cell. Anyone is susceptible to possible injury or loss of life due to the unpredictable nature of lightning.

Bethel Acres PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS*, Maud PS, McLoud PS, Shawnee PS, and Tecumseh PS requires lightning evaluation training for coaches and game officials, and the game officials use lightning detection apps available on their phones. *Macomb PS does not always have the student population to have sports teams; coaches' training is therefore intermittent.

This table details the schools that need to develop a consistent protocol as it relates to lightning and outdoor sporting events. For these schools, it is a vulnerability that the game officials, coaches, and administrators do not have devices or use apps to inform decisions rather than relying on anecdotal information, which can potentially endanger the lives of the student athletes and game attendees.

Lightning Protocols Needed by School District

Jurisdiction	Vulnerability	Impact
Asher PS	Game officials decide whether or not to call a game due to lightning; no confirmed use of devices or apps	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
Dale PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
Macomb PS	Inconsistent lightning evaluation training for coaches for baseball games	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
Meeker PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
North Rock Creek PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
Pleasant Grove PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
South Rock Creek PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees
Wanette PS	No training or app use during games for lightning detection	Lack of consistent training for lightning evaluation and response during games could endanger lives of student athletes and game attendees

None of the school districts have lightning detection systems on their sports complexes. This could potentially endanger the lives of student athletes and game attendees if a summer storm were to gather without any advance warning.

Lightning strikes can also cause significant damage to electrical power systems, poles, and any structure improperly grounded. The participating jurisdictions have taken measures to properly ground electrical systems; however, the respective security systems, cameras, electronics, and computer systems remain vulnerable to the effects of lightning strikes. Outages due to lightning can result in a failure of these electrical and security systems, potentially leading to security breaches or break-ins on public or school property.

All school districts reported insufficient back-up generators to keep refrigerators and freezers on and preserve food supplies for ongoing cafeteria services during power outages caused by lightning strikes. The lack backup power to preserve food service during a prolonged power outage results in an economic loss for the school. It also results in vulnerable student populations that rely on the school food service as their primary means of having a reliable meal would possibly be without food during a prolonged power outage caused by a lightning strike.

Unincorporated Pottawatomie County, and the towns of **Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Tribbey, and Wanette** are vulnerable to wildfires ignited by lightning strikes as these towns are surrounded by wildland areas. These communities across the planning area also rely on these pastures to grow crops and graze livestock. If lightning were to strike in the open pastureland during dry periods and ignite a wildfire, it could result in a loss of residential properties and potential economic loss of crops and/or livestock are particularly vulnerable to wildfires caused by lightning strikes as they are surrounded by wildland areas.

At the time of writing this HMP, **McLoud, Shawnee, Tecumseh, and Pottawatomie County** reported to have had little to no public outreach on the dangers of lightning strikes. This is particularly important as recreational kayaking and canoeing and other outdoor activities have become more available and popular within the planning area. A lack of public awareness on the dangers of lightning strikes can endanger the lives of anyone outdoors, especially if they are near bodies of water. These jurisdictions need to continue any and build upon any public outreach campaigns by utilizing public festivals and events to capitalize on reaching the attendees who might not otherwise utilize similar educational campaigns on their respective social media platforms.

3.4.9 TORNADO

Description

When warm air collides with a cool front, tornadoes can result as a rotating column of air, varying in appearance from thin rope-like columns to large wedge shapes more than a mile wide. Tornadoes often accompany supercell thunderstorms, but the presence of a thunderstorm does not guarantee the development of a tornado. Tornadoes might last a few seconds or more than an hour.

These violently rotating columns can vary in size and do not necessarily correlate with its wind speed. Within the planning area, most tornadoes occur between 3pm and 9pm, between March and May. However, due to the extremely variable weather in central Oklahoma, tornadoes can and have occurred any time of year if the wind shear, life, atmospheric instability, and moisture are present.

Location

The planning area is affected by tornadoes. This table from the National Weather Service gives the specific locations under the "Path" column of the tornado events since 2011.[18]

Date	Time (CST)	Path Length (miles)	Path Width (yards)	F-Scale	Killed	Injured	County	Path
05/24/2011	1736-1739	2	50	EF2	0	32	Pottawatomie	4.5 SSW - 3.5 S McLoud
04/13/2012	1624	0.2	20	EF0	0	0	Pottawatomie	3 E Dale
05/19/2013	1700-1750	23	1500	EF4	2	10	Cleveland/ Pottawatomie	Norman (9 E Downtown) - 6.5 ESE McLoud
05/19/2013	1740-1743	2	30	EF0	0	0	Pottawatomie	4 SSE - 2.5 SE Dale
05/19/2013	1759-1812	7	450	EF2	0	0	Pottawatomie/ Lincoln	6 WSW - 2.5 N Prague
05/19/2015	1519	0.1	20	EF0	0	0	Pottawatomie	4 NW Macomb
05/02/2018	2019-2020	0.8	50	EF1	0	0	Pottawatomie	2 ENE Macomb - 2 S Brooksville
05/21/2019	0333-0342	2.6	400	EF2	0	0	Pottawatomie	1 E - 3 NE Dale
05/21/2019	0350-0355	2.3	30	EF0	0	0	Pottawatomie/ Lincoln	3.5 SE - 2.5 E Meeker

[18] https://w2.weather.gov/oun/tornadodata-county-ok-pottawatomie

Extent

The planning area uses the Fujita and Enhanced Fujita Scales (following) to categorize Tornadoes and has experienced the range from EF0 to EF4 since 2011 but can experience any level of EF values on this scale. The NWS has recorded EF3 to EF5 strength tornadoes throughout Pottawatomie County's history. It is expected that the planning area will continue to experience the same range of tornadic events in the future.

Enhanced F Scale for Tornado Damage[19]

ENHANCED FUJITA SCALE		
	EF Number	**3 Second Gust (mph)**
0	0	65-85
1	1	86-110
2	2	111-135
3	3	136-165
4	4	166-200
5	5	Over 200

NOTE ABOUT ENHANCED F-SCALE WINDS: The Enhanced F-scale still is a set of wind estimates (not measurements) based on damage. Its uses three-second gusts estimated at the point of damage based on a judgment of 8 levels of damage to the 28 indicators listed below. These estimates vary with height and exposure. Important: The 3 second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured, "one minute mile" speed.

Previous Occurrences

Between January 1, 2011 and December 31, 2020, the planning area experienced six (6) tornadic events reported to the NCEI.[20] There were no injuries or deaths associated with these events.

Date	Location	Magnitude	Death	Injury	Economic Loss
May 24, 2011	Dale (Uninc. Pottawatomie Co.)	EF2	0	32	$0
April 13, 2012	Dale (Uninc. Pottawatomie Co.)	EF0	0	0	$0
May 19, 2013	Pink, Dale, Johnson	EF4-EF0	2	6	$0
May 19, 2015	Macomb	EF0	0	0	$2,000
May 2, 2018	Macomb	EF1	0	0	$0
May 21, 2019	Dale, Aydelotte (Uninc. Pottawatomie Co.)	EF2-EF0	0	0	$1,000

[19] http://www.spc.noaa.gov/faq/tornado/ef-scale.html

[20] https://www.ncdc.noaa.gov/stormevents/listevents.jsp?eventType=%28C%29+Tornado&beginDate_mm=01&beginDate_dd=01&beginDate_yyyy=2015&endDate_mm=12&endDate_dd=31&endDate_yyyy=2020&county=POTTAWATOMIE%3A125&hailfilter=0.00&tornfilter=0&windfilter=000&sort=DT&submitbutton=Search&statefips=40%2COKLAHOMA

The EF0 tornado in Macomb on May 2, 2018 caused $2,000 in damages. The EF0 tornado in Unincorporated Pottawatomie County on May 21, 2019 caused $1,000 in damages.

Konawa PS reported minor damage to the air conditioning units due to a small tornado in 2019. No students or staff were injured during this event.

Probability

The probability of the planning area experiencing tornadoes is medium.

Vulnerability and Impact

The planning area is vulnerable to the effects of a tornado.

As stated under High Winds, the **participating jurisdictions** reported that the school buildings and government buildings are older structures without reinforced roofing, making the building envelope more vulnerable damage caused by tornadoes. If a tornado event occurred during regular school or business hours and damaged these critical facilities, any persons inside these buildings could be injured. Not only could possible injury occur, but economic loss for repairs to the building would be inevitable for the impacted jurisdiction.

Jurisdiction	Vulnerability	Impact
Pottawatomie County	The county lacks a complete storm shelter database and it does not get updated regularly.	Inconsistent documentation of storm shelters throughout the unincorporated Pottawatomie Co. prolongs rescue operations if a tornado impacts unincorporated areas.
Asher	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Asher PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Bethel Acres	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Bethel Acres PS	**Bethel Acres PS** currently has the ability to shelter all students in a saferoom during the threat of tornado; however, grades 3-5 must shelter at the early childhood development center, which requires them to travel outside to another building. There are no protective crosswalks connecting these buildings to protect students and staff from airborne debris as they go from one building to another.	When students and staff must travel between buildings to seek shelter, it increases their risk of injury during a tornado event.
Brooksville	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.

Jurisdiction	Vulnerability	Impact
Dale PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Earlsboro	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Earlsboro PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Grove PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Johnson	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Konawa PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Macomb	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Macomb PS	**Macomb PS** does not have adequate shelters for students and staff. Due to age and the size of the basements, they are insufficient to shelter the student population and staff.	If a tornado was imminent, the students could be accommodated; however, the staff could not. The current protocol allows for minimum staff to be present to stay with the students. The remaining teachers are allowed to go home to shelter in place; however, depending on the timing of the tornado impact, anyone traveling or outside could be injured by airborne debris or be forced to seek shelter in ditches.
Maud	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Maud PS	Maud PS has no shelters for students and staff.	Students and staff must shelter in place. Since the windows do not have impact resistant film, students and staff could potentially be injured from flying debris that enters the building through broken windows.

Jurisdiction	Vulnerability	Impact
McLoud	The city lacks a complete storm shelter database and it does not get updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
McLoud PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Meeker PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
North Rock Creek PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Pink	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Pleasant Grove PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
St. Louis	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Shawnee	The city lacks a complete storm shelter database and it does not get updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Shawnee PS	**Will Rogers Elementary in the Shawnee PS system** does not have a safe room.	Students and staff must shelter in place. Since the windows do not have impact resistant film, students and staff could potentially be injured from flying debris that enters the building through broken windows.
South Rock Creek PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.
Tecumseh	The city lacks a complete storm shelter database and it does not get updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Tecumseh PS	None of the school buildings are equipped with impact-resistant window film.	Although impact-resistant film offers limited protection during a tornado event, it can offer some protection from glass breakage during tornado events in which the outflow winds cause damage.

Jurisdiction	Vulnerability	Impact
Tribbey	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Wanette	The town lacks a formalized storm shelter registration database; it is largely based on anecdotal information and not updated regularly.	Inconsistent documentation of storm shelters throughout prolongs rescue operations if the town is impacted by a tornado.
Wanette PS	**Wanette PS** does not have adequate storm shelters for students and staff. Due to age and the location of the plumbing system for the buildings, students and staff seeking shelter could potentially be forced to also deal with major plumbing leaks if the structure were hit by a tornado.	Students and staff either shelter in place or are sent home to shelter in place. Depending on the timing of the tornado impact, anyone traveling or outside could be injured by airborne debris or be forced to see shelter in ditches.

3.4.10 WILDFIRE

Description

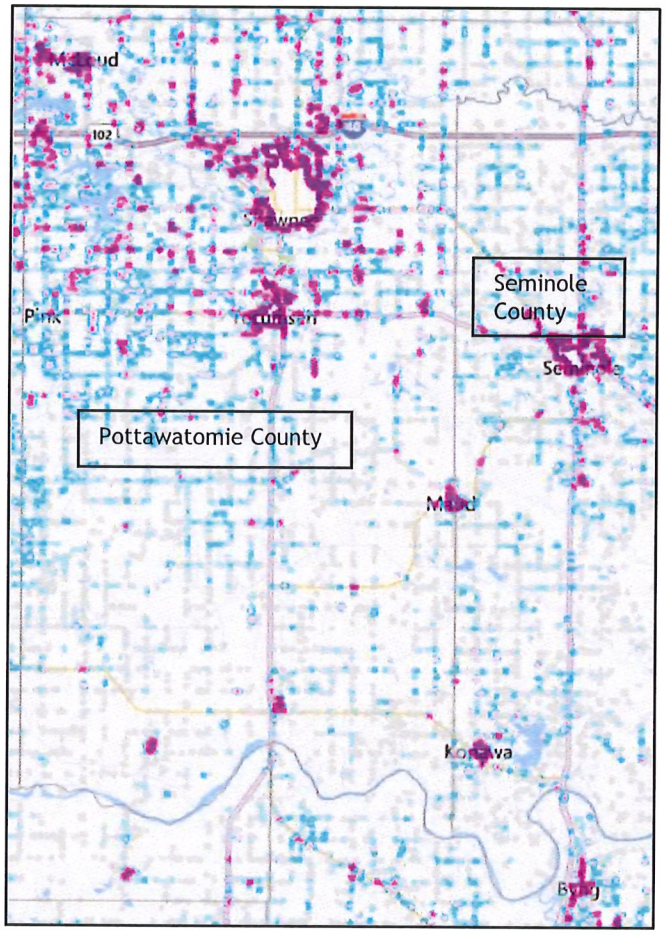
Wildfire is an uncontrolled fire in a rural or wilderness area, but these fires can also extend into wildland-urban interface (WUI) areas. Dry vegetation, low levels of precipitation, and high winds create the conditions for wildfires to begin by a loose spark, a discarded cigarette, or other source of ignition. These fires can quickly spread due to strong winds that ignite brush, trees, and other structures.

There are three (3) different classes of wildfires:

- A surface fire is common in grasslands, or areas with open vegetation and spreads quickly.
- A ground fire is a dense, very hot fire that has a thick fuel source and significantly damages the soil health where it occurs.
- Crown fires move by embers and flames jumping along the tops of trees.

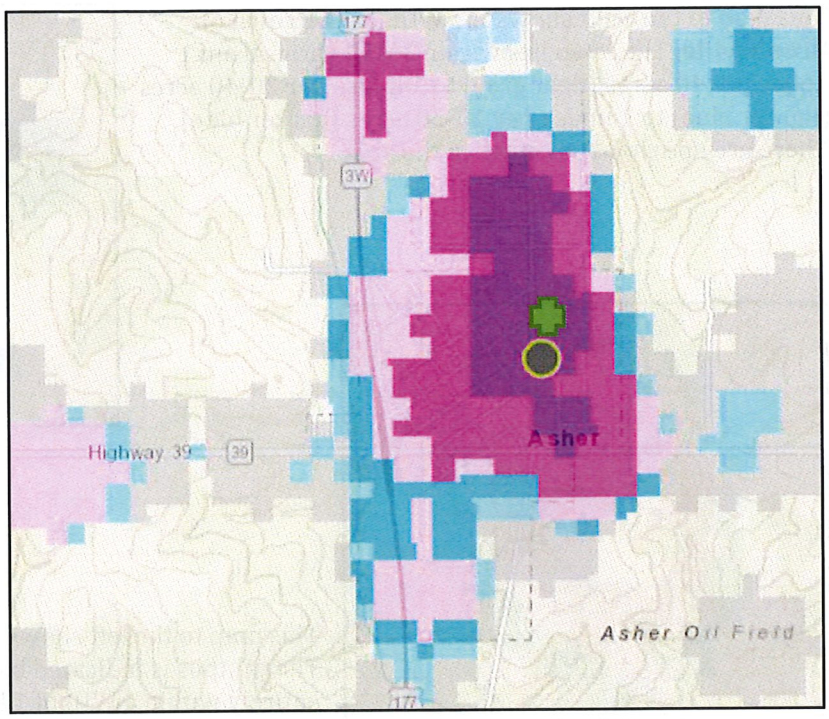
Location

The planning area is affected by wildfire. The planning area is most susceptible to wildfire in the rural areas of Unincorporated Pottawatomie County. Urban sprawl from Oklahoma City is expanding throughout the northern half of the county to Shawnee. Wildfires could spread into the WUI where urban and rural areas meet. As this WUI map shows, Pottawatomie County has had significant intermix development since 2011 on the northern half of the county, and urban growth is only expanding eastward and southward toward Tecumseh.

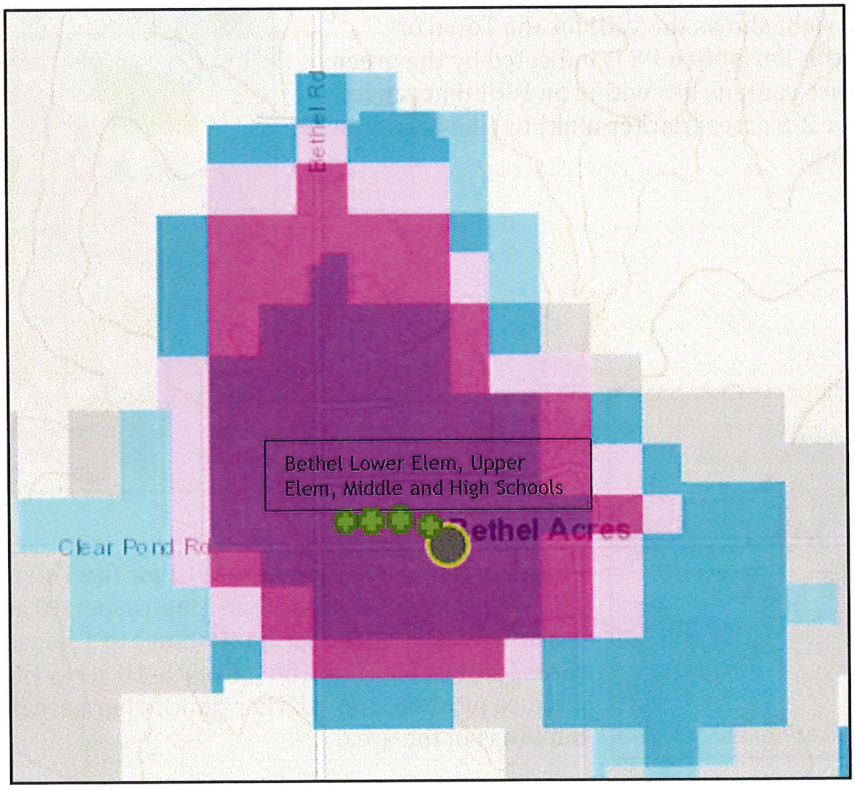


The following graphics show the close-up view of the WUI for the participating jurisdictions. The darkest purple areas signify the areas with the most housing density (3 houses per acre), the lighter purple (1 house per 2-3 acres), magenta (1 house per 2-5 acres), pink (1 house per 5-10 acres), blue (1 house per 10-20 acres), light blue (1 house per 20-40 acres) areas having less housing density. The lightest grey shows the areas with the least amount of housing density (1 house per 40+ acres). The greater the housing density, the greater the impact on the population being affected by a wildland fire.

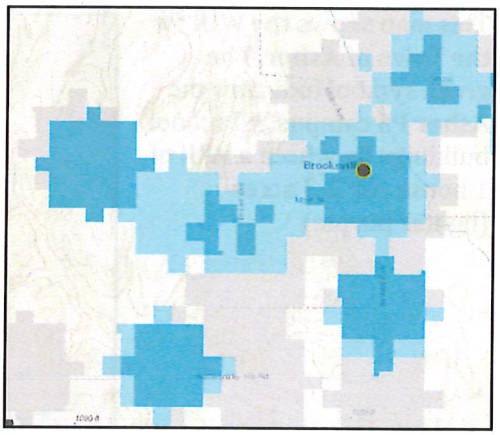
This map shows the WUI for the Town of **Asher**. The green symbol indicates the **Asher PS** campus. All school buildings lie within a WUI of 1 house per 2-3 acres (lighter purple)

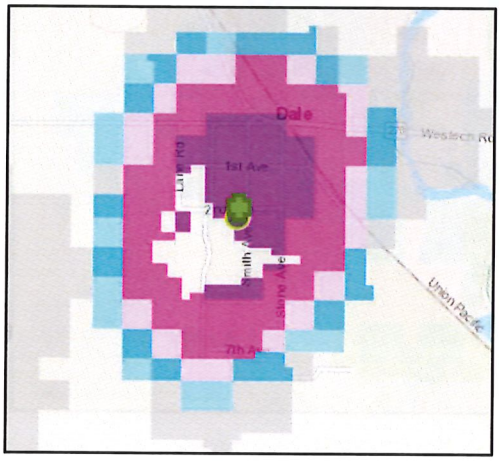


This map shows the WUI for the Town of **Bethel Acres**. The green symbols indicate the **Bethel Acres PS** campus. All school buildings lie within a WUI of 1 house per 2-3 acres (lighter purple).



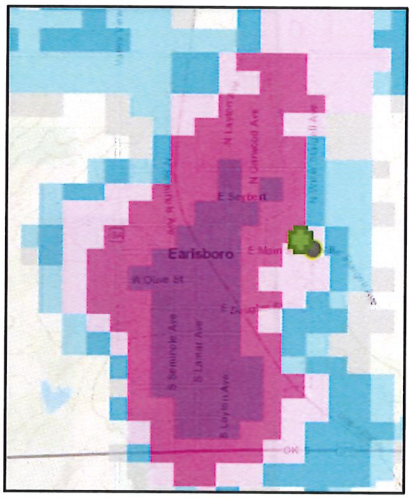
This map to the right shows the WUI for the Town of **Brooksville.** The town lies within a WUI varies from 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue). There are no school buildings in the area.

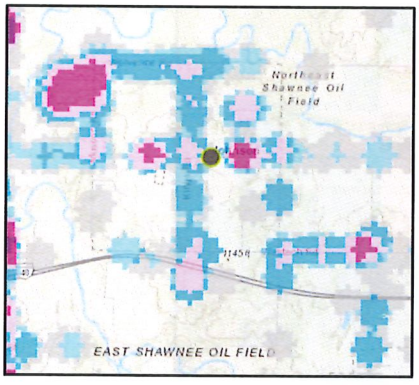




This map to the left shows the WUI for **Dale PS** campus. The campus is indicated by the green symbols and lies entirely within a WUI of 1 house per 2-3 acres (lighter purple).

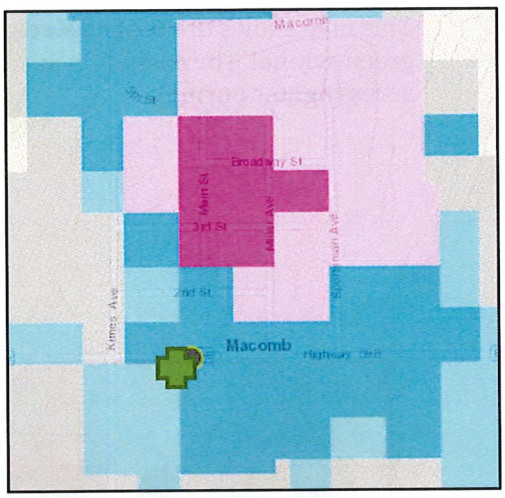
This map to the right shows the WUI for the Town of **Earlsboro** and **the Earlsboro PS** is indicated by the green symbol. The entire campus lies within an WUI that ranges from 1 house per 2-5 acres (darker pink) to 1 house per 5-10 acres (lighter pink).



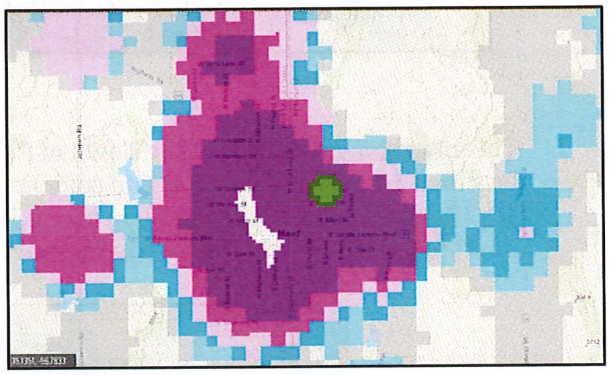


This map to the left shows the WUI for the Town of **Johnson.** The WUI ranges from less than 1 house per 40 acres (grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 1 house per 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink). There are no school buildings in the area.

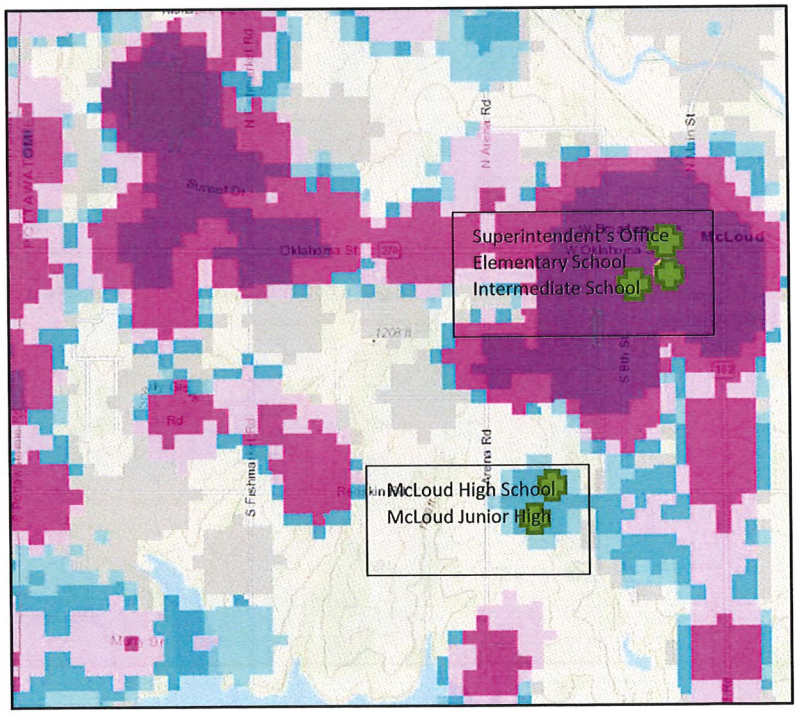
This map to the right shows the WUI for the Town of **Macomb**. The **Macomb PS** campus is indicated by the green symbol. The WUI ranges from less than 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 1 house per 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink). The school campus lies in the WUI of 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue).



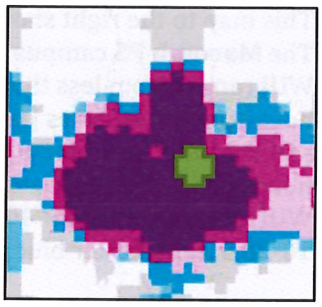
This map below shows the WUI for the City of **Maud**. The **Maud PS** campus is indicated by the green symbol. The school campus lies within the WUI of 1 house per 2-3 acres (lighter purple).



This map to the right shows the WUI for the City of **McLoud.** The **McLoud PS** buildings are shown by the green symbols. The Superintendent's office, Elementary School, and Intermediate School lie within a WUI of 1 house per 2-3 acres (lighter purple). The Junior High and High School lie within a WUI of 1 house per 10-20 acres (darker blue).

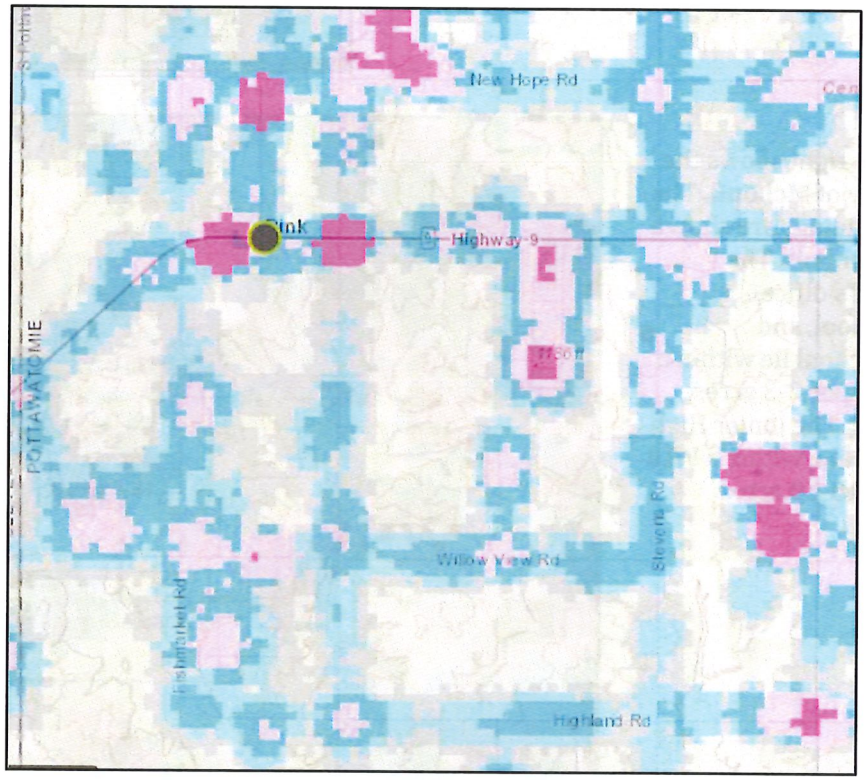


This map shows the WUI of **Meeker PS**. The campus is indicated by the green symbol. The campus is in an area with a WUI of 1 house per 2-3 acres (lighter purple).

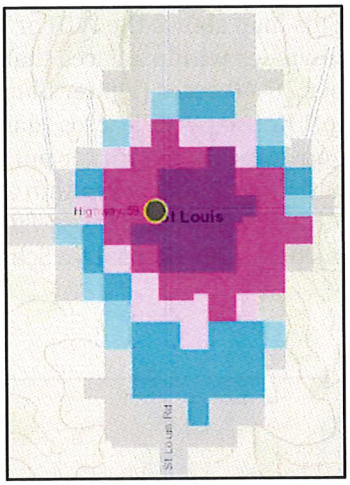


This map shows the WUI of **North Rock Creek PS**. The campus is indicated by the green symbol. The campus is in an area with a WUI of less than 1 house per 40 acres.

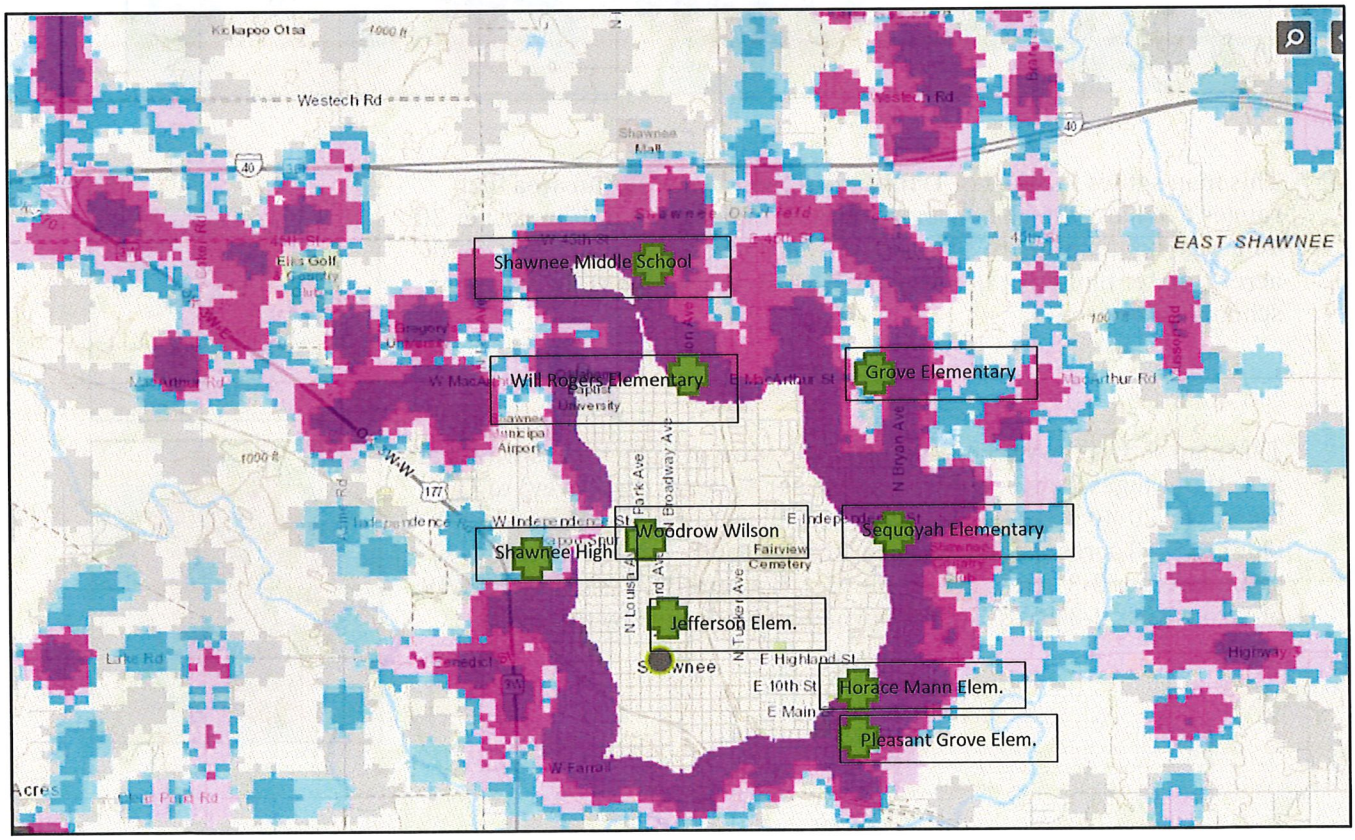
This map shows the WUI of the Town of **Pink**. The town lies within a WUI varies from areas with less than 1 house per 40 acres (no color) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 1 house per 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink) to 1 house per 2-3 acres (darker purple). There are no schools in the area.



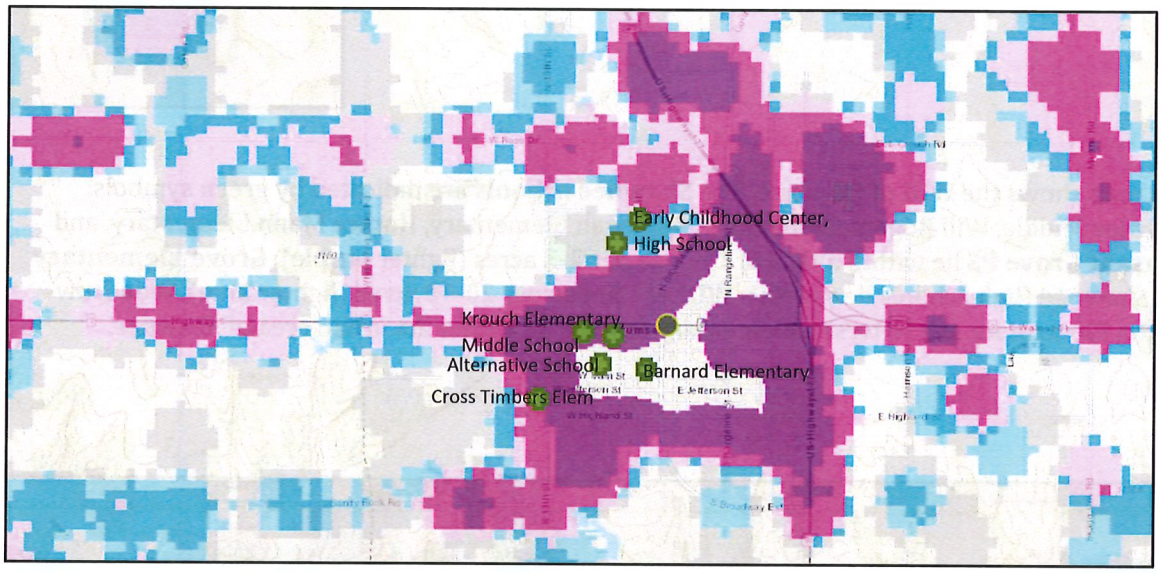
This map shows the WUI of **St. Louis**. The town lies in an area that ranges from 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 1 house per 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink) to 1 house per 2-3 acres (lighter purple). There are no schools in the area.



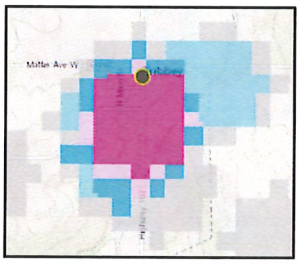
This map shows the WUI of Shawnee. The **Shawnee schools** are indicated by green symbols. Shawnee Middle, Will Rogers Elementary, Sequoyah Elementary, Horace Mann Elementary, and **Pleasant Grove PS** lie within a WUI of 1 house per 2-3 acres (lighter purple). **Grove Elementary** and Shawnee High Schools lie within a WUI of 1 house per 20-40 acres (lighter blue). Woodrow Wilson Elementary and Jefferson Elementary Schools lie within the urban area of Shawnee.



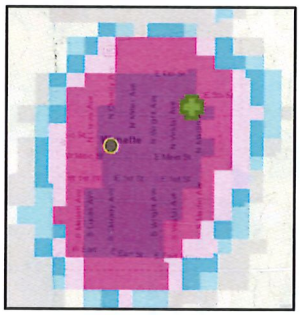
This map shows the WUI of **Tecumseh**. The schools are indicated by the green cross symbols. The town lies within an area that has a WUI ranging from 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink) to 1 house per 2-3 acres (lighter purple) to greater than 3 houses per acre (darker purple). The **Tecumseh PS** buildings include the Early Childhood Center and High School are within a WUI of 1 house per 10-20 acres (darker blue). Krouch Elementary, Middle School, and Cross Timbers Elementary are within a WUI of 1 house per 2-3 acres (lighter purple). The Alternative School and Barnard Elementary lie within the urban area of Tecumseh.



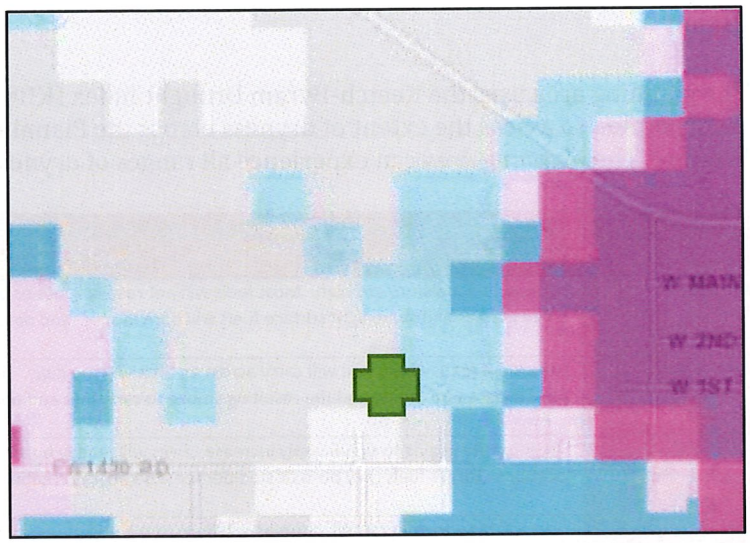
This map shows the WUI of **Tribbey**. Tribbey lies within an area that ranges from less than 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink). There are no schools in the area.



This map shows the WUI of **Wanette**. The town of Wanette lies within an area that ranges from less than 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue) to 1 house per 10-20 acres (darker blue) to 5-10 acres (lighter pink) to 1 house per 2-5 acres (darker pink) to 1 house per 2-3 acres (lighter purple). **Wanette PS** lies within an WUI of 1 house per 2-3 acres (lighter purple) and indicated by the green symbol.



This map shows the WUI of **Konawa PS**. The campus is indicated by the green symbol. The campus lies within an area that ranges from less than 1 house per 40 acres (light grey) to 1 house per 20-40 acres (lighter blue).



This map shows the WUI of **South Rock Creek PS**. The campus is indicated by the green symbol. The campus lies within an area of 1 house per 2-5 acres (darker pink) to 1 house 5-10 acres (lighter pink).

Extent

The planning area uses the Keetch-Byram Drought Index (KBDI) with Fire Danger Rating Data Incorporated to assess the extent of dryness across the Planning Area and categorize the risk of Wildfire. The planning area can experience all ranges of dryness on this index.

The Keetch-Byram Drought Index with Fire Danger Rating Data Incorporated	
0 – 200	Soil and fuel moisture are high. Most fuels will not readily ignite or burn. However, with sufficient sunlight and wind, cured grasses and some light surface fuels will burn in spots and patches.
200 - 400	Fires more readily burn and will carry across an area with no gaps. Heavier fuels will still not readily ignite and burn. Also, expect smoldering and the resulting smoke to carry into and possibly through the night.
400 - 600	Fire intensity begins to significantly increase. Fires will readily burn in all directions exposing mineral soils in some locations. Larger fuels may burn or smolder for several days creating possible smoke and control problems.
600 - 800	Fires will burn to mineral soil. Stumps will burn to the end of underground roots and spotting will be a major problem. Fires will burn thorough the night and heavier fuels will actively burn and contribute to fire intensity

Previous Occurrences

The fire departments across the planning area reported that wildfire response occurs regularly during red flag days. **Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Pink, St. Louis, Tribbey, and Wanette** each rely on volunteer fire departments and each one respectively responds to approximately 50 wildfire calls annually. The fire departments for **Maud, McLoud, Shawnee, and Tecumseh** respond to approximately 150-200 wildfire calls annually. (This includes main response as well as mutual aid response.)

The NWS issued the following Red Flag Watches that included the planning area between January 1, 2011 and December 31, 2020.

Red Flag Watches for Pottawatomie County

Year	Number of Red Flag Watches	Year	Number of Red Flag Watches
2011	7	2017	5
2012	4	2018	4
2013	0	2019	0
2014	5	2020	0
2015	0		
2016	8		

The NWS issued the following Red Flag Warnings that included the planning area between January 1, 2011 and December 31, 2020.

Red Flag Warnings for Pottawatomie County

Year	Number of Red Flag Warnings	Year	Number of Red Flag Warnings
2011	8	2017	6
2012	8	2018	5
2013	0	2019	0
2014	8	2020	0
2015	2		
2016	9		

Macomb PS reported that wildfires have encroached on school property due to the lack of proper brush management in the area. Wildfire came within approximately 150 feet of the school gym on the east side and within approximately 50 feet on the south side.

Probability

The probability of the planning area experiencing wildfire is high.

Vulnerability and Impact

The planning area is vulnerable to wildfires. As with all wildfire events, smoke can also cause visibility issues for those fighting the fires and those traveling in the path of the smoke. Smoke inhalation could also be problematic for residents living downwind from the fire. Loss of property and loss of life can also occur with wildfires, particularly if the wind shifts significantly and changes the course of the fire.

It is a vulnerability that accessing additional water for refilling water trucks becomes more difficult the more remote the fires are. This is particularly difficult if multiple large fires occur in times of drought, as potential water sources like retention or farm ponds could have little or no water. As the **Towns of Wanette and Macomb** experienced in February 2021 during the Wanette water outage, filling the Wanette fire trucks at Macomb caused a brief outage of Macomb's water supply. If a similar situation occurred during a large wildfire response, the lagging water supply could cause delays in fire response.

The following table details the vulnerability and impact each community has as it pertains to wildfire.

Pottawatomie County Wildfire Vulnerability & Impact Table

Jurisdiction	Vulnerability	Impact
Pottawatomie County	Unincorporated **Pottawatomie County** is primarily open wildland areas with pastureland and agricultural fields. These areas rely on volunteer fire departments to put out wildfires. Volunteer fire departments vary on the number of people available to fight fires, and these volunteers often have jobs away from the areas they serve.	Response time and availability of the volunteer fire fighters can greatly vary and prolong the response time, causing more damage in unincorporated areas.
Asher	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.

Bethel Acres	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Brooksville	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Earlsboro	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Johnson	The town does not have its own volunteer fire department and relies solely on neighboring volunteer fire departments and the City of Shawnee for response.	The response times from Shawnee and neighboring volunteer fire departments can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Macomb	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation.

	vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Macomb PS	Macomb PS is very close to wildland areas and has experienced wildfire encroaching on school property. It is a vulnerability that the school does not have defensible space from wildland area and that a lack of personnel makes managing the undergrowth and brush difficult, increasing the risk for future wildfires.	The lack of personnel and equipment to clear a defensible space for the school grounds endangers school property and the safety and lives of students.

Jurisdiction	Vulnerability	Impact
McLoud	At the time of writing this HMP, **McLoud** reported to have had little to no public outreach on the dangers of wildfires, Red Flag Warnings/Watches, and awareness campaigns on the conditions and actions that are conducive to causing wildfires.	A lack of public awareness on the dangers of wildfires can endanger the lives of anyone who encounters wildfires along rural roads and highways.
Maud	At the time of writing this HMP, **Maud** reported to have had little to no public outreach on the dangers of wildfires, Red Flag Warnings/Watches, and awareness campaigns on the conditions and actions that are conducive to causing wildfires. Maud provides fire response to St. Louis and it is a vulnerability that the Maud fire department provides fire response to a jurisdiction outside Maud's primary district.	A lack of public awareness on the dangers of wildfires can endanger the lives of anyone who encounters wildfires along rural roads and highways. Extending fire service beyond its primary jurisdiction adds an extra burden upon Maud's response capability.
Pink	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
St. Louis	The town does not have a volunteer fire department and solely relies on Asher and Maud for fire response. The lack of any trained volunteer fire fighters is a vulnerability for this community.	The response time from Asher and Maud can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Shawnee	At the time of writing this HMP, **Shawnee** reported to have had little to no public outreach on the dangers of wildfires, Red Flag Warnings/Watches, and awareness campaigns on the conditions and actions that are conducive to causing wildfires. Shawnee provides fire response to Johnson and it is a vulnerability that the Shawnee fire department provides fire response to a jurisdiction outside Shawnee's primary district.	A lack of public awareness on the dangers of wildfires can endanger the lives of anyone who encounters wildfires along rural roads and highways. Extending fire service beyond its primary jurisdiction adds an extra burden upon Shawnee's response capability.
Tecumseh	At the time of writing this HMP, **Tecumseh** reported to have had little to no public outreach on the dangers of wildfires, Red Flag Warnings/Watches, and awareness campaigns on the conditions and actions that are conducive to causing wildfires.	A lack of public awareness on the dangers of wildfires can endanger the lives of anyone who encounters wildfires along rural roads and highways.

Tribbey	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.
Wanette	The brush surrounding the community is typically unmanaged due to the need for equipment and manpower. These rural areas are particularly vulnerable to wildfire due to the number of red cedar trees and volume of brush in the area. The town relies on a volunteer fire department for fire response with support response neighboring volunteer fire departments and Tecumseh Fire Department. It is a vulnerability that the town has no full-time firefighters.	Red cedar trees easily ignite, and can explode, causing hot embers to quickly spread to other vegetation. The response times from neighboring volunteer fire departments and Tecumseh can vary and depending on the conditions, wildland fires can quickly become uncontrolled, causing more damage within the community.

Jurisdiction	Vulnerability	Impact
Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Maud PS, McLoud PS, Meeker PS, N. Rock Creek PS, Pleasant Grove PS, Shawnee PS, S. Rock Creek PS, Tecumseh PS, Wanette PS	None of these school buildings/campuses are in areas where wildfires are a particular concern. However, all of the school districts have bus routes that extend into the rural areas of the planning area. While annual training requirements for bus drivers are met, these schools reported that no additional training regarding wildfires encountered along bus routes is conducted.	A lack of knowledge for newly hired or inexperienced bus drivers regarding wildfires could potentially endanger students' safety if a bus continues down a road with poor visibility due to smoke in the area from wildfires.

3.4.11 WINTER STORM

Description

Winter storms can be incredibly difficult to predict since they usually involve any combination of precipitation, including snow, sleet, and freezing rain. A severe winter storm can range from freezing rain or sleet to moderate snow over a few hours, or it might develop into blizzard conditions and extremely cold temperatures that last several days. The effects of the winter storm can also widely vary depending on the ground temperatures and atmospheric conditions.

Location

The planning area experiences winter storms.

Extent

The planning area uses several tools to categorize the severity of winter weather. As shown by the data, the types of winter weather (and/or precipitation) vary from year to year, but it can be expected that the planning area can experience a combination of at least two types of winter weather annually. For example, extremely cold wind chill and snow, snow and ice, freezing rain and high winds, etc. The severity of winter weather depends on climatological factors and winter weather varies greatly from year to year.

Snow: The following snow tables are based on data collected from 1960-1961 to 2017-2018 and show the average 1-Day and 3-Day snow totals. As shown by both, the planning area experiences the most snowfall from December to February annually. The amount of snowfall varies from year to year depending on the overall climatological conditions. This data is included to show that the expected snowfall varies greatly from year to year.[21]

Snow Climatology: Average number of 1-Day Snow Totals for

OKLAHOMA CITY WILL ROGERS WORLD AP

	≥ 0.1"	≥ 1.0"	≥ 2.0"	≥ 3.0"	≥ 4.0"	≥ 6.0"	≥ 8.0"	≥ 12.0"	≥ 18.0"	≥ 24.0"
All Months	6.2	2.7	1.4	0.8	0.4	0.2	0.1	0	0	0
January	1.7	0.7	0.4	0.2	0.1	0.1	0	0	0	0
February	1.8	0.8	0.4	0.2	0.1	0.1	0	0	0	0
March	0.7	0.3	0.2	0.1	0.1	0	0	0	0	0
April	0	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0
November	0.4	0.2	0.1	0.1	0.1	0	0	0	0	0
December	1.6	0.6	0.3	0.2	0.1	0	0	0	0	0

Period of Record used: Snow Years 1960-61 to 2017-18

[21] https://mrcc.illinois.edu/gismaps/snowclimatology.htm

Snow Climatology: Average number of 3-Day Snow Totals for

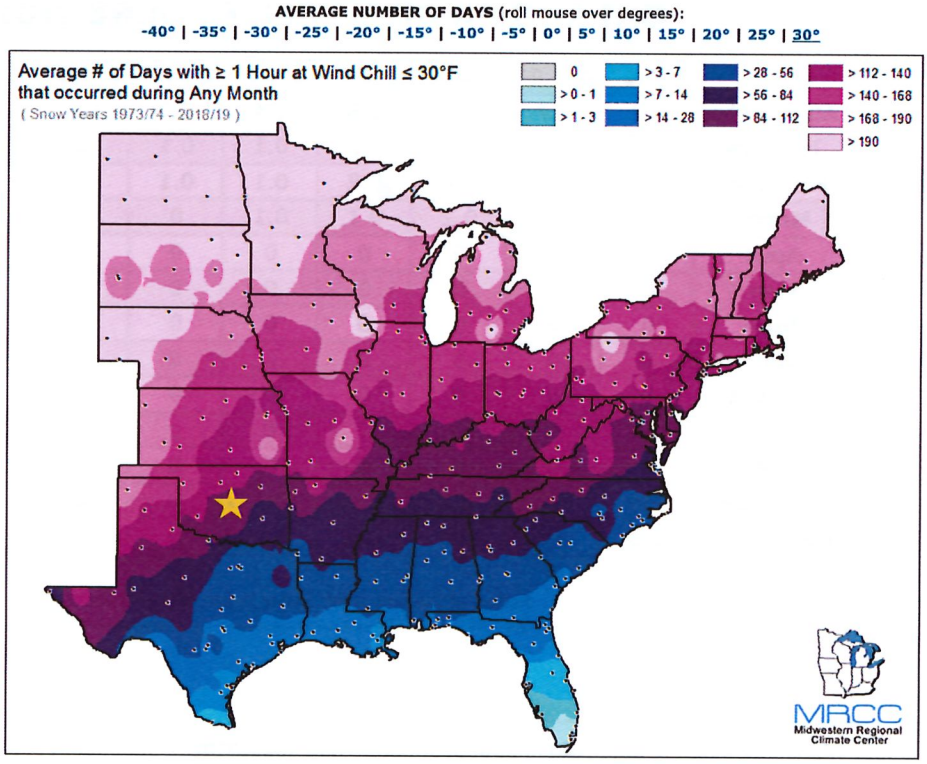
OKLAHOMA CITY WILL ROGERS WORLD AP

	≥ 0.1"	≥ 1.0"	≥ 2.0"	≥ 3.0"	≥ 4.0"	≥ 6.0"	≥ 8.0"	≥ 12.0"	≥ 18.0"	≥ 24.0"
All Months	15.1	7.5	4.3	2.6	1.7	0.6	0.3	0.1	0	0
January	4.1	2	1.2	0.8	0.5	0.2	0.1	0	0	0
February	4.2	2.1	1.3	0.7	0.5	0.2	0.1	0	0	0
March	2	1	0.6	0.4	0.3	0.1	0	0	0	0
April	0.1	0	0	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0	0	0	0
June	0	0	0	0	0	0	0	0	0	0
July	0	0	0	0	0	0	0	0	0	0
August	0	0	0	0	0	0	0	0	0	0
September	0	0	0	0	0	0	0	0	0	0
October	0	0	0	0	0	0	0	0	0	0
November	1	0.5	0.3	0.2	0.1	0	0	0	0	0
December	3.7	1.8	0.9	0.6	0.3	0.1	0.1	0.1	0	0

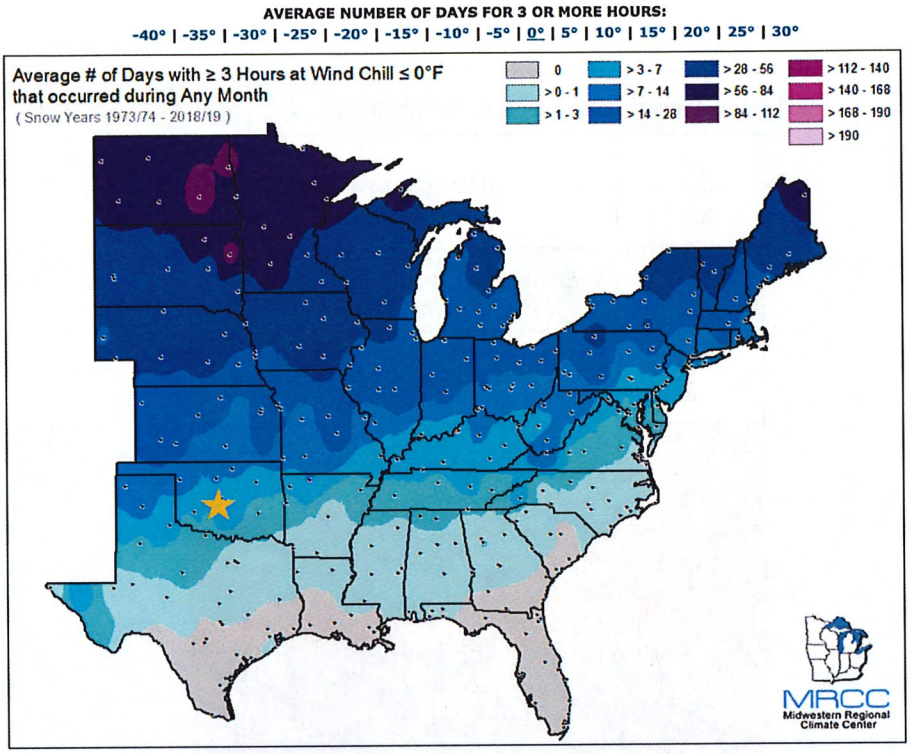
Period of Record used: Snow Years 1960-61 to 2017-18

Extreme Cold: The planning area experiences typically between 6-10 days annually with temperatures below 32 degrees Fahrenheit. While very rare, temperatures as low as -8 degrees (Fahrenheit) on December 23, 1989; -11 degrees F on January 19, 1892; and -17 degrees F on February 12, 1899 have been documented.[27] The planning area expects to experience approximately the same number of days annually with temperatures below 32 degrees, though it can vary from year to year.

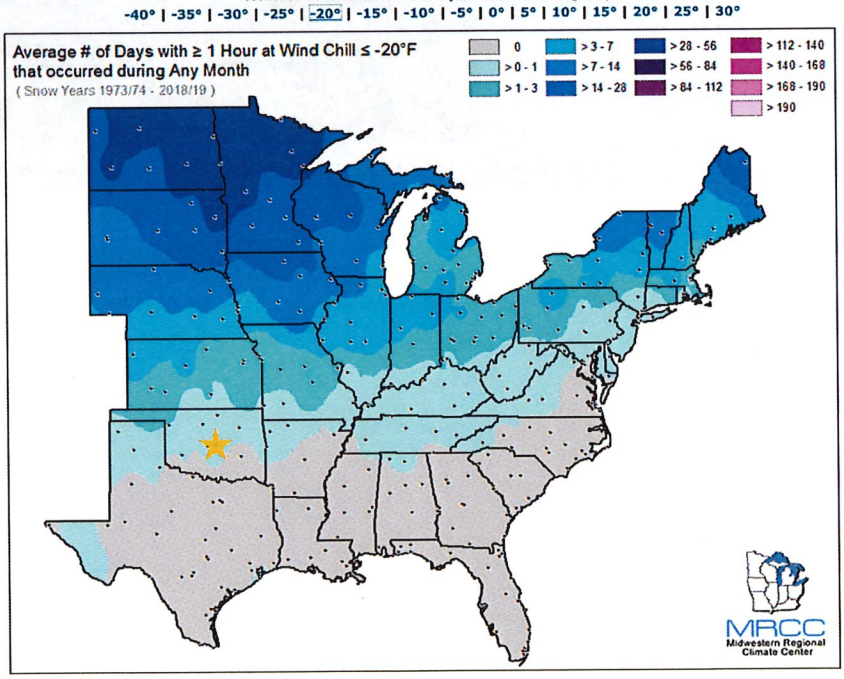
Wind chill: Based on data from 1973-2019, these maps show that the planning area lies within a climatological region where higher wind chill temperatures have been documented at 30 degrees F for 1 or more hours per day for an average of 84 to 112 days annually.



This second map following shows that the planning area has documented wind chill temperatures at 0 degrees F, but usually only for brief periods, usually less than 24 hours at a time.[28] The planning area can expect to have 3 to 7 days annually with wind chill temperatures at 0 degrees.



This third map following shows that the planning area has documented wind chill temperatures at -20 degrees F, but usually only for brief periods, usually less than 24 hours at a time. The planning area can expect to have 0 to 1 day annually with wind chill temperatures this low.[22]



[22] https://mrcc.illinois.edu/clim/windChill/index.jsp#

Ice: The planning area uses the Sperry-Piltz Ice Accumulation (SPIA) Index as a guide to categorize the severity of damage from ice storms. The planning area typically experiences a range from levels 0 to 4 on this index. However, it can experience any level on this index. At the time of writing this HMP, the planning area experienced an unseasonal level 4 ice storm; some residents experienced power outages between 7 to 14 days.

The Sperry-Piltz Ice Accumulation Index, or "SPIA Index" – Copyright, February, 2009

ICE DAMAGE INDEX	DAMAGE AND IMPACT DESCRIPTIONS
0	Minimal risk of damage to exposed utility systems; no alerts or advisories needed for crews, few outages.
1	Some isolated or localized utility interruptions are possible, typically lasting only a few hours. Roads and bridges may become slick and hazardous.
2	Scattered utility interruptions expected, typically lasting 12 to 24 hours. Roads and travel conditions may be extremely hazardous due to ice accumulation.
3	Numerous utility interruptions with some damage to main feeder lines and equipment expected. Tree limb damage is excessive. Outages lasting 1 – 5 days.
4	Prolonged & widespread utility interruptions with extensive damage to main distribution feeder lines & some high voltage transmission lines/structures. Outages lasting 5 – 10 days.
5	Catastrophic damage to entire exposed utility systems, including both distribution and transmission networks. Outages could last several weeks in some areas. Shelters needed.

(Categories of damage are based upon combinations of precipitation totals, temperatures and wind speeds/directions.)

Previous Occurrences

Between January 1, 2011 and December 31, 2020, the planning area has experienced eleven (11) winter weather events as documented by NCDC/NOAA.[23] The event that occurred on January 31-February 1, 2011 is listed here as one event. The winter weather event of October 26-28, 2020 has not been added to the NCDC/NOAA database, but is included here as the planning area was part of that disaster event. The extreme cold temperature event of February 2021 is also listed as several of the participating jurisdictions experienced water outages and power outages due to the prolonged extremely cold temperatures.

Date	Precipitation/Event Details
January 31, 2011-February 1, 2011	Wind gusts over 45 mph, thunder sleet storm, 6" of snow across the general area, 9" of snow measured east of Shawnee
February 4, 2011	2"-3" of snow measured in Shawnee
February 8, 2011	2"-4" of snow across Pottawatomie County; 3" in Shawnee and Tecumseh; wind gusts over 25 mph reducing visibility and causing blowing and drifting of snow
February 25, 2013	Up to an inch of snow south of Shawnee, but little accumulation county wide
December 5, 2013	Light freezing rain and sleet that transitioned to snow overnight. Shawnee measured 5" of snow and 1" of sleet
February 2, 2014	4" of snow reported in Shawnee
February 22, 2015	1" of snow reported in Wanette
February 27, 2015	2" to 3" fell across Pottawatomie County and Shawnee reported 3.5" of snow
March 4, 2015	Light freezing rain, sleet, transitioning to snow; Shawnee and Tecumseh had 1.5" to 2" snow
February 6, 2018	Patchy freezing drizzle resulted in a fatal car crash near Asher
October 26-28, 2020	Freezing rain accumulated from .1" to .3" across the planning area over the 3-day period. Power outages resulted from broken tree limbs falling on powerlines. Damage estimates to date total $2,950,000.
February 14-16 2021	Record breaking cold with wind chills of -20 degrees and as low as -30 degrees reported. Coldest temperatures were recorded on February 15.

The NWS issued the following **Freeze Warnings** that included the planning area between January 1, 2011 and April 21, 2021.

Year	Number of Freeze Warnings	Year	Number of Freeze Warnings
2011	2	2017	1
2012	3	2018	7
2013	4	2019	3
2014	1	2020	2
2015	1	2021	1 (to date)
2016	4		

The NWS issued the following **Freeze Watches** that included the planning area between January 1, 2011 and April 21, 2021.

Year	Number of Freeze Watches	Year	Number of Freeze Watches
2011	2	2017	1
2012	2	2018	3
2013	2	2019	2
2014	2	2020	1
2015	1	2021	1 (to date)
2016	2		

23

The NWS issued the following **winter weather related advisories, warnings, and watches** that included the planning area between January 1, 2011 and April 21, 2021.

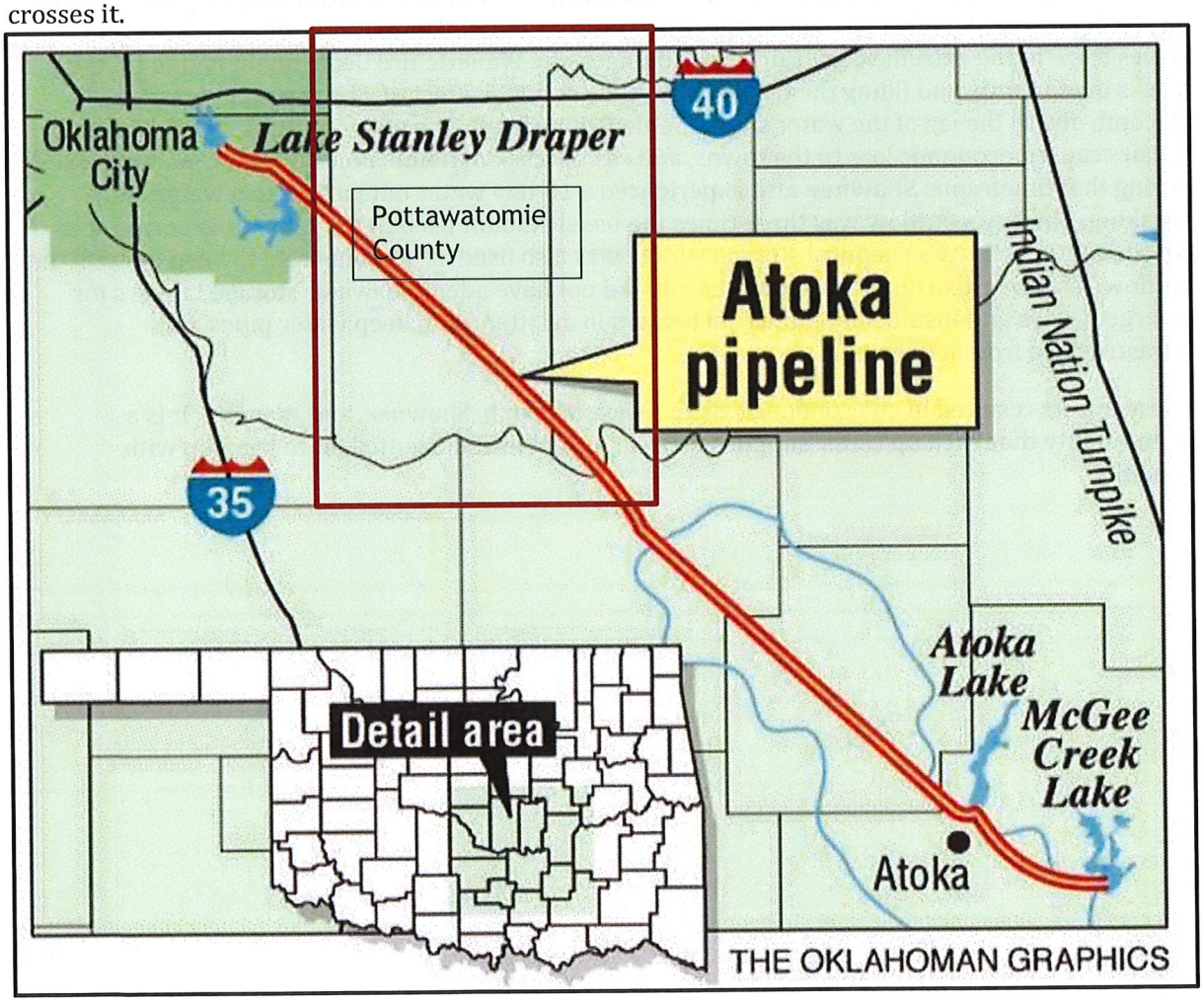
Year	Phenomena	Type Issued	Number Issued
2011	Blizzard	Warning	1
2011	Freezing Rain	Advisory	1
2011	Wind Chill	Advisory	2
2011	Winter Storm	Watch	2
2011	Winter Weather	Advisory	2
2011	Winter Storm	Warning	2
2011	Frost	Advisory	2
2012	Frost	Advisory	1
2012	Freezing Fog	Advisory	1
2012	Winter Storm	Warning	2
2012	Winter Storm	Watch	1
2012	Winter Weather	Advisory	2
2013	Freezing Fog	Advisory	2
2013	Frost	Advisory	4
2013	Hard Freeze	Warning	1
2013	Ice Storm	Warning	1
2013	Winter Storm	Warning	2
2013	Winter Storm	Watch	2
2013	Winter Weather	Advisory	7
2014	Freezing Fog	Advisory	1
2014	Hard Freeze	Watch	1
2014	Hard Freeze	Warning	1
2014	Winter Weather	Advisory	9
2014	Wind Chill	Advisory	4
2015	Ice Storm	Warning	1
2015	Winter Storm	Warning	1
2015	Winter Weather	Advisory	11
2015	Winter Storm	Watch	1
2016	Frost	Advisory	2
2016	Wind Chill	Advisory	1
2016	Winter Weather	Advisory	2
2017	Freezing Rain	Advisory	1
2017	Ice Storm	Warning	1
2017	Winter Storm	Warning	1
2017	Winter Storm	Watch	1
2017	Winter Weather	Advisory	4
2018	Wind Chill	Advisory	2
2018	Winter Weather	Advisory	6
2018	Winter Storm	Warning	1
2018	Winter Storm	Watch	1
2019	Frost	Advisory	1
2019	Wind Chill	Advisory	1
2019	Winter Storm	Warning	1
2019	Winter Storm	Watch	1
2019	Winter Weather	Advisory	8
2020	Ice Storm	Warning	1
2020	Winter Storm	Warning	1
2020	Winter Weather	Advisory	5
2020	Winter Storm	Watch	1
2021	Wind Chill	Warning	1
2021	Winter Storm	Warning	2
2021	Winter Weather	Advisory	4
2021	Winter Storm	Watch	2

Konawa PS reported that a transformer blew in the October 26-28, 2020 winter storm and the school was without power for 5 days.

Due to the extreme cold temperatures across the region, the planning area experienced some unusual circumstances in February 2021. The **City of Shawnee** had water mains break due to the extreme low temperatures and some residents went without water for 10 days. The city incurred $200,000 in repairs and economic losses.

During that same extremely cold weather event, **Macomb, Tribbey, Wanette, Asher, Pink, unincorporated Pott Co.** experienced water outages due to a 6" valve failure due to the extreme cold temperatures at the Atoka Water Line* ancillary facility. Wanette and Asher were severely affected. Wanette and Asher reported a 10-day water outage due to water towers freezing and the freezing of equipment on the Atoka water line.

***Atoka Line:** The current Atoka water pipeline is a 60" wide concrete pipeline that has ancillary facilities along the 100 miles between Atoka, Oklahoma and Lake Stanley Draper in Oklahoma City.[24] One of the ancillary facilities is located in Macomb and the Citizen Potawatomi Nation (CPN) water district processes water for sale and distribution to the town of Wanette and other jurisdictions in the planning area. This map shows the planning area and how the Atoka pipeline crosses it.



[24] The Oklahoman. https://www.oklahoman.com/article/5551583/citys-water-pipeline-from-southeast-oklahoma-could-cross-beneath-south-canadian-river

Probability

The probability of the planning area experiencing winter weather is high.

Vulnerability and Impact

The entire **planning area** is vulnerable to the effects of extremely cold temperatures. The ice storm of October 26-28, 2020 and the extreme cold event of February 14-16, 2021 while very rare, revealed that the entire **planning area** had a general lack of preparedness. Rolling blackouts and brownouts occurred due to the utility companies' equipment not being able to withstand the prolonged cold and added demands. Critical services, emergency response, and commuting were delayed due to icy road conditions. School operations were delayed or cancelled. Since the planning area experiences a wide range of winter weather that varies greatly year to year, more can be done to utilize existing social media platforms and websites to educate the public on winter preparedness.

A critical vulnerability that the planning area realized is that the water processing infrastructure, water lines, and water storage towers/tanks were not resilient enough to withstand the extraordinarily cold temperatures that occurred between February 14-16, 2021. As mentioned in "Previous Occurrences," the towns of **Asher** and **Wanette** both experienced a 10-day water outage due to the freezing temperatures causing infrastructure to fail. The water towers, gaskets, and valves froze in the extreme cold. During the outages, the Wanette fire department had to fill their trucks in **Macomb**, and filling the trucks caused the residual effect of a brief water shortage in Macomb due to the lag of the water supply replenishing itself. The water outages and subsequent repairs caused economic loss to the towns, and residents had to find alternatives for potable water during that timeframe. **Shawnee** also experienced a 10-day water outage due to a water main breaking. The city's outflow was three times the usual amount used in the same time period, and consequently, the city's chemical storage supply was also used at the same rate to keep up with the outflow. Shawnee also discovered that the city did not have adequate water storage tankers for emergency use and insufficient industrial heaters in an attempt to keep water pipes and infrastructure from freezing up.

These events resulted in an economic loss to Asher, Macomb, Shawnee, and Wanette. It is a vulnerability that back up water supplies were unavailable and insufficient to keep up with demand.

Vulnerability & Impact Table for Pottawatomie County

Jurisdiction	Vulnerability	Impact
Pottawatomie County	At the time of writing this HMP, the county had little to no public outreach/ awareness on the dangers associated with winter weather or educating the public on how to better prepare for extreme winter weather throughout the planning area. Since the planning area experiences a wide range of winter weather that varies greatly year to year, educating the public regarding the dangers associated with winter weather remains vitally important.	A lack of public awareness on the effects of winter weather and preparedness leads to more people being endangering their lives by the improper use of alternative heat sources and/or carbon monoxide poisoning. The county needs to build upon any public outreach campaigns/ educational campaigns on its respective social media platforms to reach residents who might not otherwise receive the information.
Asher	The water supply infrastructure cannot adequately withstand extreme cold temperatures. The water towers, gaskets, and valves can freeze in the extreme cold and this causes the water supply to be cut off. The town has no back up water supply.	Having a water supply infrastructure that is prone to failure during extreme cold temperatures leaves residents vulnerable during Winter Storm events. These outages can last for multiple days, which causes additional hardships for residents, which can result in possible displacement.
Bethel Acres	The Bethel Acres fire department has a social media page; however, there is a lack of education provided to residents on winter weather preparedness, and the town does not utilize any social media or communication methods to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Brooksville	The town's two wells for the community water supply are vulnerable to freezing during extremely cold weather. The town has no backup water supply to rely on in extremely cold temperatures.	When the water supply fails, the town has no backup source. If the water supply fails during extremely cold temperatures, residents will need to find alternative water sources.
Earlsboro	Earlsboro has social media pages that notifies the public of community events. However, there is a lack of using these platforms as a means for educating the residents on winter weather preparedness or provide critical information on how to prepare for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Johnson	There is a lack of education provided to residents on winter weather preparedness, and the town does not utilize any social media or communication methods to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.

Jurisdiction	Vulnerability	Impact
Macomb	There is a lack of education provided to residents on winter weather preparedness, and the town does not utilize any social media to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases the risk of death and injury during winter storm events, and increases the demand for emergency services.
Maud	There is a lack of education provided to residents on winter weather preparedness, and the town does not utilize any social media or communication methods to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
McLoud	There is a lack of education provided to residents on winter weather preparedness, and the town does not utilize social media to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Pink	Pink has an established social media presence; however, there is a lack of education provided to residents on winter weather preparedness to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
St. Louis	There is a lack of education provided to residents on winter weather preparedness, and the town does not utilize any social media and communication methods to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Shawnee	The city's water infrastructure is vulnerable to the extremely cold temperatures in a winter storm event. The water mains could not withstand the extreme cold and caused a multiple day water outage for residents. Shawnee's chemical storage vulnerable to being depleted in winter weather events when the city's outflow demand is strained due to infrastructure failing in cold temperatures and residents' increased demand.	The water line break caused an outflow 3 times the usual volume and caused the chemical storage for water processing to be used faster than the usual amount also. The inability of the water supply infrastructure to withstand the extremely cold temperatures caused the water infrastructure to fail. The lack of sufficient chemical storage could result in lower quality water for residents, potentially endangering the health of residents.

Jurisdiction	Vulnerability	Impact
Tecumseh	Tecumseh has established a social media presence; however, there is a lack of education provided to residents on winter weather preparedness and to provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Tribbey	Tribbey has established a social media presence; however, there is a lack of education provided to residents on winter weather preparedness and provide critical information on how to prepare residents for prolonged utility outages due to winter storm events.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.
Wanette	The water towers, gaskets, and valves cannot withstand the extremely cold temperatures, causing the infrastructure to fail and the water supply to freeze. The town has no back up water supply for residents or for emergency response. Wanette has a social media presence established; however, there is a lack of education provided to residents on winter weather preparedness, and associated dangers that come with using alternative heat sources and carbon monoxide poisoning.	The lack of a back up water supply caused the residents to find alternative water supplies during the 10-day water outage. Wanette's need for a backup water supply not only impacts residents' need for water, but also the need for adequate water storage to respond to any fires that coincide with a water outage. A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response. It can also result in the destruction of property if alternative heat sources are improperly used during winter storm events.
Bethel Acres PS, Dale, PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, N. Rock Creek PS, Pleasant Grove PS, Shawnee PS, Tecumseh PS, Wanette PS	There is a lack of education for winter preparedness and the schools need to build upon educating the staff and student populations on winter preparedness.	A lack of citizen preparedness increases risk of death and injury during winter storm events, and increases the demand for emergency response.

3.5 REPETITIVE AND SEVERE REPETITIVE LOSS STRUCTURES IN PLANNING AREA

As required to participate in the NFIP according to 44 CFR 60.1, the some jurisdictions have adopted a floodplain ordinance and regulations that govern the Special Flood Hazard Area as determined by FEMA Flood Insurance Rate Maps. These jurisdictions require the governing body to issue and maintain floodplain permits, development standards and approve or reject any construction in the special flood plain area. Any new development or construction within floodplain areas are required to follow NFIP guidelines and obtain permits as enforced by each local jurisdiction. Additionally, floodplain administrators are required to have annual training and accreditation by state statute. These jurisdictions are detailed in Section 4.2.

The tables below show the number of repetitive loss and severe repetitive loss properties within the planning area and also includes the types of structure, (residential, commercial, or institutional). The following definitions explain what is considered repetitive and severe repetitive losses.

The following information was provided by FEMA; it is current NFIP data as of May 20, 2021. It includes all repetitive loss and severe repetitive loss on file as provided by FEMA.

The estimated number of Repetitive and Severe Repetitive Loss Properties in the planning area are as follows:

Repetitive Loss Properties - those properties for which two or more losses of at least $1,000 each have been paid under the National Flood Insurance Program (NFIP) within any 10-year period **since 1978.**

Jurisdiction	Repetitive Loss	Residential	Industrial	Commercial
Pottawatomie County (400496)	10	10	0	0
Bethel Acres (400346)	1	1	0	0
Brooksville (400469)	1	1	0	0
McLoud (400398)	3	3	0	0
Shawnee (400178)	8	8	0	0
Tecumseh (400179)	4	2	0	2

Severe Repetitive Loss Properties - residential properties that have at least four NFIP payments over $5,000 each and the cumulative amount of such claims exceeds $20,000, or at least two separate claims payments with the cumulative amount exceeding the market value of the building.

The information was provided by the Oklahoma Water Resources Board who collects information from the NFIP program and FEMA. See Section 4.2 for more details regarding the jurisdictions' NFIP Participation.

Jurisdiction	Severe Repetitive Loss	Residential	Industrial	Commercial
Pottawatomie County (400496)	1	1	0	0
Shawnee (400178)	2	2	0	0

CHAPTER FOUR: MITIGATION STRATEGY

4.1 CAPABILITIES ASSESSMENT

Each jurisdiction's existing authorities, policies, programs, and resources available to accomplish hazard mitigation are listed and described below.

4.1.1 EXISTING INSTITUTIONS, PLANS, AND ORDINANCES

The checkmark (√) indicates that the jurisdiction reported to have the authority to implement the specified regulatory tool and that the tool is currently in place. Further details are below the table.

Jurisdiction	Building Code	Zoning Ordinance	Subdivision Ordinance	Special Purpose Ordinance	Growth Management Ordinance	Floodplain Ordinance	Site Plan Review Requirements	Comprehensive Plan	Capital Improvement Plan	Economic Development Plan	Emergency Response Plan	Post-Disaster Recovery Plan
Asher	√	√	√	√	√	No	√	No	√	No	√	No
Bethel Acres	No	√	√	√	√	√	√	No	√	No	√	√
Brooksville	No	No	No	No	No	√	√	No	No	No	No	No
Earlsboro	√	No	No	√	No	No	No	√	No	No	No	No
Johnson	No	√	No	No	No	No	No	No	No	No	No	No
Macomb	No	No	No	No	No	No	No	No	No	No	No	No
Maud	No	No	No	No	No	√	No	No	√	No	√	No
McLoud	√	√	√	√	√	√	√	√	No	√	No	No
Pink	No	No	√	No	No	No	No	No	No	No	No	No
Pottawatomie County	NA	NA	NA	NA	NA	√	NA	√	No	No	√	√
St. Louis	No	No	No	No	No	No	No	No	No	No	No	No
Shawnee	√	√	√	√	√	√	√	√	√	√	√	√
Tecumseh	√	√	√	√	No	√	√	√	√	√	√	√
Tribbey	No	No	No	No	No	No	No	No	√	No	√	No
Wanette	No	√	No	No	√	No	No	No	√	√	No	No

Asher: The town council reviews the building codes and zoning, subdivision, and special purpose ordinances. The building codes were last updated in 2014 and are on a 10-year update cycle. The ordinances are reviewed and updated on an as-needed basis. The Capital Improvement Plan is updated every 15 years and the last update was completed in June 2011. The town has an emergency response plan; it was last updated by the emergency manager and it is in need of updating. Asher is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Bethel Acres: The town council reviews the building codes and the zoning, subdivision, and special purpose ordinances on an annual basis. Elements of the informal comprehensive and economic development plans are also discussed and evaluated annually. The town's capital improvement plan is updated on a 5-year cycle and was last updated in 2020. The Bethel Acres emergency manager reviews and updates the Emergency Response Plan (ERP) and Post-Disaster Recovery Plan; both were last updated in April 2020.

Brooksville: The town does not enforce building codes or ordinances, with the exception of site plan review requirements. Brooksville is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Earlsboro: The town enforces building codes and special purpose ordinance and these were last updated in 2013 by the town's board of trustees. These codes and ordinance are updated by the town clerk and approved by the town board of trustees as needed. The town clerk reviews and updates their Strategic Plan, which serves as the town's Comprehensive Plan, each July 1, coinciding with the fiscal year. Earlsboro is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021

Johnson: The town last updated the zoning ordinances in 2017; it is updated only as needed. The town council is the governing body that updates the zoning ordinance as needed. The town does not have any formal comprehensive, capital improvement, economic development, ERP, or Post-Disaster Recovery Plans. The town relies on the Town of Earlsboro fire district for fire response. Johnson is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Macomb: The town does not have building codes or ordinances. Macomb is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Maud: The town does not have a means of enforcing building codes or ordinances. The city clerk maintains and updates a Capital Improvement Plan (CIP)and an ERP. The CIP was last updated in 2016; the update was finalized and approved by the city council in 2018. The CIP is updated according to a 5-year update cycle. The ERP is updated on an ongoing basis. The city clerk has an informal Post-Disaster Recovery Plan. The town's EOP is in the process of being updated by the town clerk. The clerk expects to finalize the update by the end of 2021 or early 2022.

McLoud: The city council is the governing body that has the authority to have the final review and approval of these ordinances and plans. The city's planning commission follows the IBC Codes (2012) and new editions are adopted by the city council as the planning commission advises. The

planning commission reviews the zoning, subdivision, special purpose, and growth management ordinances. The comprehensive plan is on a 30-year cycle and was last updated in 2011 and reviewed every 5 years. The McLoud Economic Development Authority based the economic development plan on the comprehensive plan. McLoud is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Pink: The town council maintains the subdivision ordinance and the town council reviews and updates this ordinance as needed. At the time of the writing of this PHMP Update, the town council is working with the town attorney to update the other relevant ordinances and plans. Pink is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Pottawatomie County: The county has no authority to implement or enforce building codes and ordinances. The county commissioners are the governing body that reviews and approves the Master (Comprehensive) Plan, Emergency Response Plan, and Post-Disaster Recovery Plan. The commissioners adopted an updated Master Plan effective July 1, 2020, which includes an Emergency Response Plan. The county emergency manager will update, review, and submit the emergency response plan and all other emergency plans to the board of county commissioners annually. The county emergency manager is in the process of updating the county Emergency Operations Plan, which will include the communities of Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, McLoud, Pink, St. Louis, Tecumseh, Tribbey, and Wanette. The municipalities of Maud and Shawnee maintain their own emergency plans as notes in the table above and the narrative.

St. Louis: The town does not enforce building codes or ordinances. St. Louis is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and should be updated by fall 2021.

Shawnee: The city commissioners is the governing body that has the authority to have the final review and update of these ordinances and plans. The city has adopted the ICC Codes (2015) and expects to update to the 2018 edition in 2021. The IBC codes govern commercial structures and the IRC codes govern residential codes. The planning department expects to complete a new comprehensive update to the ordinances by the end of 2021 as the last major update was in 1990. The city adopted a new 2040 Comprehensive Plan in October 2019. The Capital Improvement Plan was last updated in summer 2018; it is reviewed each spring. Any changes are adopted July 1 in conjunction with the fiscal year and budget. The Economic Development Plan is expected to undergo an update within the next couple of years. The Emergency Response Plan is reviewed and updated by the emergency manager and submitted to the city commissioners for approval each January. The emergency manager is in the process of updating the city's EOP and expects it to be finalized and accepted by the city commissioners in September 2021.

Tecumseh: The city council is the governing body that has the final authority to review and update these ordinances and plans. The city has adopted the IBC Codes (2015 edition). The Comprehensive Plan was last updated in 2011, and it is expected that the city manager will begin the review and update process in 2021 as the Comprehensive Plan is on a 10-year cycle. The city's CIP was updated and approved in November 2020. The city clerk maintains the Post-Disaster Recovery Plan and it covers a dam breach response plan and electricity outage plan. Tecumseh is included in the

Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Tribbey: The town of Tribbey is in the process of outlining and adopting zoning and growth management ordinances. These will be brought before the town council for approval, and subsequently reviewed annually by the town council. Any changes will be adopted as needed. The site plan reviews go to the fire chief for compliance with fire marshal regulations. The Capital Improvement Plan is on a 5-year update cycle and it is expected that the town will update and adopt a new plan by October 2021. Tribbey is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Wanette: The town of Wanette is working toward having a new growth management ordinance by summer 2021. The mayor and clerk are in the process of working with the town council to have a Capital Improvement Plan and Economic Development Plan by the end of 2021. Wanette is included in the Pottawatomie County Emergency Operations Plan which is in the process of being updated and the Pottawatomie County emergency manager expects it to be finalized and approved by fall 2021.

Based on the discussions in the planning meetings, all municipalities and the county could improve their administrative capabilities by ensuring all respective, applicable plans and ordinances are placed on a regular updating schedule with designated personnel.

4.1.2 ADMINISTRATIVE AND TECHNICAL CAPABILITY

The checkmark (√) indicates that the jurisdiction reported to have the authority to implement the specified regulatory tool and that the tool is currently in place. Further details are below the table.

Jurisdiction	Planner(s) or Engineer(s) with knowledge of land development and management practices	Engineer(s) or professional(s) trained in construction practices related to buildings and fire	Planner(s) or Engineer(s) with an understanding of natural and/or human caused hazards	Floodplain Manager	Surveyors	Staff with education or expertise to assess the community' s vulnerability to hazards	Personnel skilled in GIS and/or HAZUS	Scientists familiar with the hazards of the community	Emergency Manager	Grant writers
Asher	√	√	√	No	√	√	√	√	√	√
Bethel Acres	No	√	√	√	√	√	√	√	√	√
Brooksville	√	√	√	√	√	√	√	√	√	√
Earlsboro	√	√	√	No	√	√	√	√	√	√
Johnson	√	√	√	No	√	No	No	√	No	No
Macomb	√	√	No	No	√	√	No	√	No	√
Maud	√	No	√	√	√	√	√	√	√	√
McLoud	√	√	√	√	√	√	√	√	√	√
Pink	No	No	No	No	No	No	No	No	√	No
Pottawatomie County	√	√	√	√	√	√	√	√	√	√
St. Louis	√	√	√	No	√	No	No	No	No	No
Shawnee	√	√	√	√	√	√	√	√	√	√
Tecumseh	√	√	√	√	√	√	√	√	√	√
Tribbey	√	√	√	No	√	√	√	√	√	√
Wanette	√	√	√	No	√	√	√	√	√	√

Asher: The town council is the governing body that approves contracting for services. The Town of Asher's police chief serves as the town's emergency manager and maintains the town's emergency plans. Asher does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that a minimal area of the jurisdiction is within a floodplain and any area that lies within the floodplain is not developed.

Bethel Acres: The town has the staff available or the ability to contract these roles. The board of trustees is the governing body that approves contracting for these services. The Town of Bethel Acres's city clerk serves as the community's floodplain manager and a volunteer emergency manager maintains the town's emergency plans and emergency management program.

Brooksville: The town has no paid staff or employees; however, the town has the ability to contract for the services listed above. The town council is the governing board. The town of Brooksville has a volunteer fire chief who functions as the emergency manager. The town relies on the city of Tecumseh and the county for emergency services.

Earlsboro: The town board is the governing authority that approves contracting for these services. The town's fire chief functions as the emergency manager; however, the town relies on the county and Citizen Potawatomi nation to supplement emergency services. Earlsboro does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Johnson: The town has no paid staff or employees; however, the town council has the ability to contract for the services listed. The town relies on the county for GIS services and emergency management. Johnson does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Macomb: The town has no paid staff or employees and contracts for any services needed. The town board conducts business for the town. The town relies on the county for GIS services and emergency management. Macomb does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Maud: The city has the staff or the ability to contract these roles. The city council is the governing body that approves contracting for these services. The City of Maud's city clerk serves as the community's floodplain manager and emergency manager and maintains the city's emergency plans and emergency management program.

McLoud: The city has the staff or the ability to contract these roles. The city council is the governing body that approves contracting for these services. The city has a floodplain administrator. The city's

operations manager also functions as the city's emergency manager and maintains the city's emergency management program.

Pink: The town has no paid staff or employees, and the town council contracts for services. The volunteer fire chief functions as the community's emergency manager. Pink does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Pottawatomie County: The county has the staff available or the ability to contract these roles. The board of county commissioners is the governing body that approves contracting for these services. The county has a floodplain manager, an emergency manager, and GIS personnel on staff. The floodplain manager maintains the county's floodplain management program. The county's emergency manager maintains the county's emergency management program.

St. Louis: The town has no paid staff or employees and the town council contracts for services. The town relies on the county for GIS services and emergency management. St. Louis does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Shawnee: The city has the staff available or the ability to contract these roles. The city commissioners is the governing body that approves contracting for these services. The city has an emergency manager, floodplain manager, and GIS personnel on staff.

Tecumseh: The city has the staff available or the ability to contract these roles. The city council is the governing body that approves contracting for these services. The city has an emergency manager who maintains the city's emergency management program and a floodplain administrator who maintains the city's floodplain standards.

Tribbey: The town has no staff or employees and the town council contracts for services. The fire chief functions as the emergency manager. Tribbey does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

Wanette: The town council is the governing body that approves contracting for these services. The mayor functions as the emergency manager. Wanette does not have a floodplain administrator and does not participate in the NFIP. The town could improve its capability regarding floodplain management by consulting with the state NFIP coordinator to confirm whether or not participation is needed for this community. FIRM maps in the Appendix show that minimal area of the jurisdiction is within a floodplain and any area within the floodplain is not developed.

4.1.3 FINANCIAL CAPABILITIES

The checkmark (√) indicates that the jurisdiction reported to have the authority to implement the specified regulatory tool and that the tool is currently in place. Further details are below the table.

Jurisdiction	Capital Improvements Project Funding	Authority to levy taxes for specific purposes	Water, Sewer, Gas, or Electric service Fees	Incur fees for new development	Incur debt through general obligation funds and/or special tax bonds	Community Development Block Grant	Federal funding programs	State funding programs
Asher	√	√	Water and sewer only	√	√	√	√	√
Bethel Acres	No	√	No	√	√	√	√	√
Brooksville	No	√	Water only	√	√	√	√	√
Earlsboro	√	√	Sewer Only	No	√	√	√	√
Johnson	√	√	No	√	√	√	√	√
Macomb	No	√	Water and Electric only	No	√	√	√	√
Maud	√	No	Water and sewer only	√	√ and No	√	√	√
McLoud	√	√	Water and Sewer only	√	√	√	√	√
Pink	No	No	Electric franchise	√	√	√	√	√
Pott. Co.	√	No	No	No	No	√	√	√
St. Louis	√	√	No	√	√	√	√	√
Shawnee	√	√	Water and Sewer Only	√	√	√	√	√
Tecumseh	√	No	Water, Sewer, Electric only	√	√	√	√	√
Tribbey	√	√	Electric Only	√	√	√	√	√
Wanette	√	√	√	√	√	√	√	√

Asher has these financial capabilities listed above and any changes necessary are brought before the town council as needed. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation. The town purchases its water supply from the Citizen Pottawatomi tribe sells this utility to residents.

Bethel Acres has these financial capabilities listed above and any changes necessary are brought before the board of trustees annually each June, coinciding with the fiscal year beginning July 1. These administrative capabilities are continually maintained in order to ensure compliance for state and federal grant participation. Bethel Acres owns a share of the water supply that comes from Shawnee's water supply from Twin Lakes and Wes Watkins Reservoir.

Brooksville has these financial capabilities listed above and any changes necessary are brought before the town council as needed.

Earlsboro has these financial capabilities listed above and any changes necessary are brought before the town council as needed for approval. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation.

Johnson has these financial capabilities listed above and any changes necessary are brought before the town council as needed. These administrative capabilities are maintained to ensure compliance for state and federal grant participation.

Macomb has the financial capabilities listed above. The town of Macomb receives minimal revenue from minimal fees and taxes from businesses in the community.

Maud has these financial capabilities listed above and any changes necessary are brought before the city council each June, coinciding with the fiscal year beginning July 1. These administrative capabilities are continually maintained in order to ensure compliance for state and federal grant participation. Maud does not have the ability to incur debt for the municipality, but the utility authority does have that ability.

McLoud has these financial capabilities listed above and any changes necessary are brought before the city council. These administrative capabilities are continually maintained in order to ensure compliance for state and federal grant participation.

Pink has the financial capabilities listed above. The town of Pink receives some revenue from their participation as part of an Oklahoma Electric Cooperative franchise, minimal fees and taxes from businesses in the community, and have participated in CDBG grants in the past.

Pottawatomie County has these financial capabilities listed above and any necessary changes are brought before the board of county commissioners each June, coinciding with the fiscal year beginning July 1. The county commissioners cannot levy taxes or incur debt without a vote of the people. Administrative capabilities are continually maintained in order to ensure compliance for state and federal grant participation.

Shawnee has these financial capabilities listed above and any changes necessary are brought before the city commissioners annually each June, coinciding with the fiscal year beginning July 1. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation. Shawnee's municipal water supply is from Twin Lakes and Wes Watkins Reservoir.

Tecumseh has these financial capabilities listed above and any changes necessary are brought before the city council as needed for approval. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation. The municipal water supply is from Tecumseh Lake.

Tribbey has these financial capabilities listed above and any changes necessary are brought before the town council as needed for approval. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation.

Wanette has these financial capabilities listed above and any changes necessary are brought before the town council as needed for approval. These administrative capabilities are continually maintained to ensure compliance for state and federal grant participation.

All municipalities and the county could improve their respective financial capabilities as it pertains to hazard mitigation projects by using an annual review of hazard mitigation projects included in Section 4.4, comparing the needs of the community to the hazards in the previous year, and placing hazard mitigation related items on the agenda for regular meetings.

4.1.4 EDUCATION AND OUTREACH CAPABILITIES

The checkmark (√) indicates that the jurisdiction reported to have the authority to implement the specified regulatory tool and that the tool is currently in place. Further details are below the table.

Jurisdiction	Local citizen groups/Non-profit organizations willing to assist with mitigation activities	Ongoing public education or information programs	Natural disaster or safety related programs	StormReady Certification[25]	Firewise Communities Certification	Public-Private partnership initiatives addressing disaster-related issues
Asher	√	√	No	No	No	√
Bethel Acres	No	No	No	No	No	√
Brooksville	√	No	No	No	No	No
Earlsboro	No	No	No	No	No	√
Johnson	√	√	No	No	No	√
Macomb	√	√	No	No	No	√
Maud	No	No	No	No	No	No
McLoud	√	√	√	No	No	√
Pink	No	√	No	No	No	No
Pott. Co	√	√	√	√	NA	√
St. Louis	No	No	No	No	No	No
Shawnee	√	√	√	√	No	√
Tecumseh	√	√	√	√	No	√
Tribbey	√	√	√	No	No	√
Wanette	√	√	√	No	No	√

Asher maintains an active social media page as its main local outreach. The police chief maintains this page and regularly shares weather and general safety information. The fire and police departments annually conduct fire and safety demonstrations for the public school. Any safety notices and information are also included in the utility bills as needed. The town has also partnered with a local church to be a designated place of refuge during times of disaster. The Red Cross has also partnered with the town for smoke alarm giveaways and installation programs.

[25] StormReady Communities in Oklahoma. https://www.weather.gov/stormready/ok-sr

Bethel Acres wants to see the development of a local outreach and/or educational presentations or programs. The fire department has been designated a warming/cooling station for use by the Red Cross during times of disaster.

Brooksville has minimal outreach and the town council will post public information on signage or use word of mouth. Brooksville routinely works with **Pottawatomie County Emergency Management and the City of Tecumseh** during emergencies and disasters.

Earlsboro has minimal outreach through local organizations and through the town's police department social media; however, they routinely work with **Pottawatomie County Emergency Management** during emergencies and disasters. They have a programmable marquis to publicize any information to the community.

Johnson has minimal outreach through local organizations. The town does not have any town property, but has mutual aid agreements with three local churches and the Absentee Shawnee tribe for use of their facilities during emergencies if needed.

Macomb has minimal outreach through local organizations and the town's social media page.

Maud has a minimal outreach through the city's social media page. This outreach is typically used to promote information on outages and other activity the city wants to make the residents aware of.

McLoud has a fire prevention initiative through the fire prevention. Public information is included in utility bills as needed as well as on the marquis outside the city hall building. The city participates in pipeline safety meetings and storm spotter training as those become available with pipeline companies and the National Weather Service.

Pink maintains a social media page and website for the town and shares public information on the both.

Pottawatomie County has partnered with the Red Cross and works with the Red Cross during times of disaster. The county would like to expand their educational outreach in the future and at the time of writing this HMP, the emergency manager started a social media page promoting local weather reports and safety announcements.

St. Louis has minimal outreach through local organizations and a social media page. St. Louis has mutual aid agreements with **Pottawatomie County, Maud, and Asher** for emergency response services. The town also has mutual aid agreements with local churches for use of their facilities as needed during times of emergency and disaster as needed.

Shawnee is actively working to expand their public outreach by adding educational information in utility bills and on social media. The Shawnee Police Department hosts an annual event, Cops & Kids; the event is a bike drive/giveaway and emergency/safety presentations are also part of this event. The city actively partners with the Red Cross, Avidas Foundation, a non-profit trust that builds ADA compliant sidewalks. Shawnee is also actively pursuing community relationships that extend beyond Shawnee and Pottawatomie County. Shawnee became a StormReady community in 2020. Shawnee also maintains a volunteer program and trains storm spotters that help when informing the local community of any rapidly developing storms, especially in tornado season.

Tecumseh has most of their outreach through the efforts of the fire department. Fire safety education is promoted on a continual basis and highlighted during Public Power Week annually and the DARE Program. The local electric utility, OMPA, and the county regularly partner with the city in times of crisis and disaster, but also in collaborative public safety educational efforts throughout the year.

Tribbey and **Wanette** collaborate on much of their community outreach since they share a number of resources and Wanette Public Schools is the center of both towns. The volunteer firefighters for both towns present fire and general safety information to students annually at the school. **Wanette** hosts "Wanette Day," an annual event each October, and the **Tribbey** firefighters bring their fire trucks to give fire safety presentations for the community. The town of **Wanette** has participated in smoke detector give away and installation initiatives. The town of **Tribbey** has a senior citizens' group that can assist with emergency situations. Both towns have their own respective social media pages to publicize any public announcements. Both have participated in public safety initiatives with the electricity provider as those become available.

All municipalities could improve their respective education and outreach capabilities by including seasonal educational content in any respective utility bills, making respective communities aware of any materials available and utilizing social media more consistently.

4.1.5 SCHOOL DISTRICT CAPABILITY ASSESSMENT

The school districts provided the following information regarding their capabilities. The checkmark (√) indicates that the school districts reported to have the authority to implement the specified regulatory tool and that the tool is currently in place. Additional details about the school districts' respective capabilities follow the table.

Jurisdiction	Capital Improvement Plan	Emergency Management Plan and/or procedures in place	Budget to raise funds for mitigation (bond)	Ways to raise funds through public partnerships, corporate donations etc.	Designated emergency manager (even as a secondary position)	PTO/PTA	Training for teachers to practice natural hazard response	Training for teachers/coaches to ensure consistency in evaluating lightning	Post-Disaster Recovery Plan
Asher PS	√	√	√	√	√	No	√	No	No
Bethel Acres PS	√	√	√	√	√	PTO	√	√	√
Dale PS	√	√	√	√	√	No	√	No	No
Earlsboro PS	√	√	√	√	√	No	√	√	√
Grove PS	√	√	√	√	√	No	√	√	No
Konawa PS	√	√	√	√	√	No	No	√	No
Macomb PS	No	√	√	No	√	No	√	No	No
Maud PS	√	√	√	√	√	√	√	√	√
McLoud PS	√	√	√	√	√	PTO	√	√	√
Meeker PS	√	√	√	√	√	√	√	No	√
N. Rock Creek PS	√	√	√	√	√	√	√	No	√
Pleasant Grove PS	√	√	√	√	√	√	√	√	√
Shawnee PS	√	√	√	√	√	PTO	No	√	√
S. Rock Creek PS	√	√	√	√	√	√	No	No	√
Tecumseh PS	√	√	√	√	√	PTO	No	√	√
Wanette PS	No	√	√	√	√	PTO	√	No	No

Asher PS: In lieu of a capital improvement plan, the school has a strategic plan that is developed by the superintendent's office. It was updated 2019-2020, and will be updated by the superintendent's office. The superintendent functions as the emergency manager and updates the emergency plans annually. Periodic training on natural hazard response occurs for teachers, and coaches have informal training on protocols regarding lightning evaluations; they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games.

Bethel Acres PS: The school has an updated Capital Improvement Plan that identified the needs for a saferoom construction plan. It was last updated in 2020; it is annually reviewed and updated by the superintendent's office and approved by the school board. The school's emergency plans are also reviewed annually each summer by the superintendent's office and changes are made on an as-needed basis. The superintendent functions as the school's emergency manager. Coaches and administrators have lightning detection apps on their smart phones and use them to delay or end sporting events in stormy weather.

Dale PS: The school has an informal long-term plan that guides discussions for improvements to the school. The school resource officer, who is the school's emergency manager, annually updates the emergency plans each July-August before the new school year begins. Coaches adhere to state required protocols regarding lightning evaluations; however, they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games.

Earlsboro PS: The school has a capital improvement plan; it is maintained and updated by the superintendent's office. The emergency management plans are reviewed each October and updated as needed by the superintendent's office and the superintendent is the school's designated emergency manager. Administrators attend training for natural hazard response and workshops are conducted for the teachers. Coaches are required to adhere to required protocols regarding lightning evaluations.

Grove PS: The school has a long-range facility plan and developments are contingent upon bond issues passing. The superintendent annually updates the emergency management plans before each school year begins and functions as the school's emergency manager. Teachers attend online training for natural hazard response and coaches follow the NFHS guidelines for lightning evaluation and use apps to determine the proximity of lightning strikes.

Konawa PS: The school has an informal capital improvement plan, and it includes plans for acquiring generators and funding to reduce water runoff around the campus. As of the writing of this PHMP, the school is updating the emergency plans for the school; this process is managed by the superintendent, who functions as the school's emergency manager. Coaches are required to adhere to state required protocols regarding lightning evaluations.

Macomb PS: The school does not have a capital improvement plan. The superintendent functions as the school's emergency manager and annually updates the school's emergency plans each summer before the school year begins. The community does not have the infrastructure to raise funds through public partnerships or donations. Teachers have natural hazard response trainings as part of their professional development. Coaches are required to adhere to state required protocols regarding lightning evaluations; however, the coaches do not consistently use lightning detection devices or apps to evaluate lightning during baseball games.

Maud PS: The school has a capital improvement plan and emergency management plans that are updated by the superintendent's office each summer before the beginning of the school year. The

superintendent functions as the school's emergency manager. Teachers have natural hazard response trainings as part of their professional development. Coaches are required to adhere to required protocols regarding lightning evaluations.

McLoud PS: The school has a capital improvement plan that is on a 5-year update cycle and the superintendent updates CIP. The emergency management plans are reviewed and updated by a committee and safety resource officer before each school year, and the superintendent's office gives the final review and approval. The executive director of administration functions as the emergency manager. Teachers have natural hazard response trainings as part of their professional development. Coaches are required to adhere to required protocols regarding lightning evaluations.

Meeker PS: The school has an informal capital improvement plan for long term planning. It is annually updated by the superintendent's office, as well as the emergency management plans. The Post-Recovery Plan is updated every other year. The businesses within the community are supportive of the school and give donations and sponsorships as able. The superintendent and assistant principal share the responsibilities of emergency manager for the school. Teachers have natural hazard response trainings as part of their professional development. Coaches are required to adhere to required protocols regarding lightning evaluations; however, they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games.

North Rock Creek PS: The school has a capital improvement plan that was developed in 2016. It is reviewed and maintained by the superintendent's office. The school's emergency management plans and post-recovery disaster plan are annually updated by a team of administrators, called the Safe School Committee, and the school resource officer at the beginning of each school year. The school resource officer and the elementary principal share the responsibilities of the school's emergency manager. Teachers have natural hazard response trainings as part of their professional development. Coaches are required to adhere to required protocols regarding lightning evaluations; however, they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games.

Pleasant Grove PS: The school has a capital improvement plan, and it is updated by the superintendent every few years. The superintendent annually reviews and updates the school's emergency management plans at the beginning of the school year and also functions as the school's emergency manager. Teachers have natural hazard response trainings as part of their professional development. Since the school is only a K-8th grade school, softball teams are formed intermittently. Coaches adhere to required state protocols regarding lightning evaluations, but only attend training when there is an interest and students for a team. However, they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games.

Shawnee PS: The school has a capital improvement plan, maintained and updated by the superintendent's office. The school's emergency management plans are reviewed and updated by the school safety officer each October and approved by the superintendent's office. These plans are annually submitted to the county emergency management. The school's safety officer is the school's emergency manager. Coaches are required to adhere to required protocols regarding lightning evaluations. The school has an informal post-disaster recovery plan.

South Rock Creek PS: The school has an informal 5-year plan in lieu of a formal capital improvement plan. It and the emergency management plans are approved by the superintendent's office. The superintendent has assembled a committee of administrators and they update these plans each spring. The superintendent functions as the school's emergency manager. Teachers do not have natural hazard response training and coaches do not have annual lightning evaluation

training; however, coaches do not use lightning detection apps to determine the proximity of lightning strikes for the safety of student athletes and anyone attending the sporting events.

Tecumseh PS: The school has a capital improvement plan and the superintendent maintains and updates it annually before each school year begins. The superintendent's office updates the emergency management plans and post-disaster recovery plan; the emergency management plans are submitted to the local police and fire departments annually. The school resource officer and the assistant school superintendent share responsibilities as the emergency manager. The teachers do not attend annual hazard response training, but coaches are required to adhere with state lightning evaluation requirements.

Wanette PS: The school does not have a capital improvement plan. The emergency management plans are annually updated by the school's safety and health committee which includes school administrators and city officials. The superintendent functions as the emergency manager and has also designated personnel to fulfill that role in the superintendent's absence. The teachers attend all hazard training at the beginning of the school year. The coaches do not attend lightning evaluation training; however, they do not use any apps or lightning detection devices to evaluate lightning strikes that could occur during games. The school relies solely on the coaches' and game officials' judgment to postpone or cancel sporting events due to lightning strikes. The school does not have a post-disaster recovery plan.

Schools across the planning area could improve their capabilities by ensuring that lightning evaluation training is consistently incorporated and that additional flash flood training is incorporated in the bus driver instructions. For the schools that do not have Post-Disaster Recovery Plans, they could incorporate a section in their existing emergency response plans or create a new plan that would address these protocols. All schools could also improve response capabilities by introducing all staff to table top hazard discussions and exercises, and expanding the schools' emergency protocols and responses beyond state requirements.

In addition to the capabilities listed, each participating school district answered the following questions:

1. Has your school district had positive responses to bond issues?
    a. **Asher PS:** Yes, the community supports bond issues for the school.
    b. **Bethel Acres PS:** Yes, the community supports bond issues for the school.
    c. **Dale PS:** Yes, the community supports bond issues for the school.
    d. **Earlsboro PS:** Yes, the community supports bond issues for the school.
    e. **Grove PS:** Yes, the community supports bond issues for the school.
    f. **Konawa PS:** Yes, the community supports bond issues for the school.
    g. **Macomb PS:** No, the community has not supported bond issues.
    h. **Maud PS:** Yes, the community has supported bond issues in the past.
    i. **McLoud PS:** No, the community has not supported bond issues.
    j. **Meeker PS:** Yes, the community has supported bond issues in the past.
    k. **North Rock Creek PS:** Yes, the community has supported bond issues.
    l. **Pleasant Grove PS:** Yes, the community has supported bond issues.
    m. **Shawnee PS:** The community has had a mixed response to bond issues in the past. It depends on the issues at hand.
    n. **South Rock Creek PS:** Yes, the community has supported bond issues.
    o. **Tecumseh PS:** Yes, the community has supported bond issues.
    p. **Wanette PS:** No, the community is not open to discussing bond issues at this time.

2. Based on population, is the school district population growing or declining?
    a. **Asher PS:** The student population has been maintaining.
    b. **Bethel Acres PS:** The student population has been maintaining the past several years. With the completion of the turnpike near this area, the district expects some future growth as the urban spawl expands.
    c. **Dale PS:** The student population is growing.
    d. **Earlsboro PS:** The student population was growing before the pandemic closures. The school expects to be growing again by fall 2021.
    e. **Grove PS:** The student population was growing before the pandemic closures. The school expects to be growing again by fall 2021.
    f. **Konawa PS:** The student population is declining, partially due to the pandemic closures, partially due to a declining population in the area.
    g. **Macomb PS:** The student population is maintaining.
    h. **Maud PS:** The student population is declining, partially due to the pandemic closures, partially due to a declining population in the area.
    i. **McLoud PS:** The student population has declined over the past few years.
    j. **Meeker PS:** The student population has declined with the pandemic.
    k. **North Rock Creek PS:** The student population is growing. The high school is expanding a grade each year, and the senior (12th) grade will be added to the school in 2021-2022. It is the fastest growing school district in the state.
    l. **Pleasant Grove PS:** The current student population is usually around 250 students and in the 2020-2021 it has declined. It is expected the student population to grow in the 2021-2022 academic year.
    m. **Shawnee PS:** The current student population has been declining over the past few years.
    n. **South Rock Creek PS:** The student population has been maintaining in recent years.
    o. **Tecumseh PS:** The past few years have seen a slight decline in the student population.
    p. **Wanette PS:** Overall, the student population is declining, but many students are taking classes online.

3. How will the Pottawatomie HMP be integrated into other school plans and policies?
    a. **Asher PS:** The PHMP will be used to identify missing elements of the school's existing emergency plans and a discussion starter with the school board for future mitigation projects.
    b. **Bethel Acres PS:** The PHMP will primarily be used as a discussion starter with the school board and local officials to prioritize future hazard mitigation projects.
    c. **Dale PS:** The PHMP will be used to start discussions on developing a post-disaster recovery plan.
    d. **Earlsboro PS:** The PHMP will be used to identify missing elements of the school's existing emergency plans and a discussion starter with the school board for future mitigation projects.
    e. **Grove PS:** The PHMP will be used to identify missing elements of the school's existing emergency response plans and a discussion starter with the school board for future mitigation projects.
    f. **Konawa PS:** The PHMP will be used to identify missing elements of the school's existing emergency response plans and a discussion starter with the school board for future mitigation projects.

g. **Macomb PS:** The PHMP and action items will be used to as a discussion starter regarding mitigation projects with the school board and community.
h. **Maud PS:** The PHMP will be used as a discussion starter with the school board to prioritize mitigation projects. At the time of updating the PHMP, a bond proposal will be put to a vote of the people to fund safe rooms, as the school has no safe rooms.
i. **McLoud PS:** The PHMP will be used to supplement the school's risk assessment and prompt discussions on what the school needs.
j. **Meeker PS:** The PHMP will be used to supplement the school's existing plans and as a discussion starter with the school board regarding mitigation projects.
k. **North Rock Creek PS:** The Safe School Committee will use the PHMP to identify any vulnerabilities not previously identified in the school's existing plans.
l. **Pleasant Grove PS:** The PHMP will be used to prompt a discussion with the school board about the acquisition of an adequate generator to preserve the food service during power outages.
m. **Shawnee PS:** The PHMP will be used to identify any risks or vulnerabilities that the school's existing plans have not identified.
n. **South Rock Creek PS:** The PHMP will be used as a discussion starter on future mitigation projects at the school.
o. **Tecumseh PS:** The PHMP will be used to identify any risks or vulnerabilities that the school's existing plans have not identified. The PHMP will be used as a discussion starter on future mitigation projects at the school.
p. **Wanette PS:** Implementation of the PHMP will depend upon the availability of school funding. The school board and community are not open to bond issues at this time.

4.2 NFIP PARTICIPATION

Each municipality and the county participate in the National Flood Insurance Program (NFIP) on a voluntary, individual basis. NFIP participation allows residents of each jurisdiction the ability to purchase their own individual flood insurance as needed.

To participate in NFIP and maintain compliance, each municipality and the county must have its own floodplain manager, and these floodplain managers assist the schools in understanding floodplain management as needed.

FEMA has designated the floodplain areas as indicated on FIRM maps; however, communities or individuals can conduct independent watershed studies and hydrological studies, and the findings can be submitted to FEMA. These changes are called Letter of Map changes and can result in designating a more defined flood area.

Jurisdiction ID	Initial FHBM Identified	FIRM Map Effective Date
Asher (400259)	April 2, 1992	September 3, 2010
Bethel Acres (400346)	December 31, 1976	May 16, 2019
Brooksville (400469)	April 18, 1978	September 3, 2010
Earlsboro (400524)	NA	May 16, 2019
Johnson (400242)	NA	May 16, 2019
Macomb	Not Listed	Not Listed
Maud (400401)	April 2, 1976	July 18, 2011
McLoud (400398)	August 13, 1976	May 16, 2019
Pink (400523)	NA	May 16, 2019
Pottawatomie County (400496)	May 25, 1982	May 16, 2019
St. Louis (400326)	NA	September 3, 2010
Shawnee (400178)	December 27, 1974	May 16, 2019
Tecumseh (400179)	July 19, 1974	May 16, 2019
Tribbey (400421)	NA	September 3, 2010
Wanette (400180)	December 20, 1974	September 3, 2010

Participating jurisdictions confirmed that anyone can request floodplain maps from their respective floodplain administrator. The participating jurisdictions adopt the latest changes to FIRM maps as they are made available to the respective jurisdictions as FEMA makes those maps and changes available. These changes are presented to the respective governing boards for adoption. This table lists the participating jurisdictions and their respective status regarding NFIP participation.

Pottawatomie County: The county is a participant of the NFIP. The board of county commissioners adopted an amendment of the floodplain maps in May 2019 that was provided by FEMA through the OWRB. The Pottawatomie County emergency manager is the designated floodplain administrator and is responsible for maintaining the county's standards for any construction that occurs in the floodplain and permits to build in these areas in the unincorporated areas must be obtained through the Pottawatomie County floodplain administrator and using the digital forms on the county's website http://pottawatomiecountyok.com/floodplain-management/ . The Pottawatomie County commissioners and the emergency manager/floodplain administrator will continue to remain compliant with NFIP requirements by staying current with all NFIP guidance as it is released. The county's emergency manager/floodplain administrator will also share any floodplain/NFIP information to municipalities as needed, and for being a conduit for NFIP community resources, in addition to continuing to maintain the necessary forms and information online.

Town of Asher: The town is not participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The FIRM Map effective date is September 3, 2010; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of Bethel Acres: The city is a participant of the NFIP. The town council adopted an amendment of the floodplain maps on May 16, 2019. The emergency manager maintains the floodplain administrator role and the town's standards for any construction that occurs within a floodplain and permits to build in these areas within city limits must be obtained through the town's floodplain administrator. The town council will continue compliance by enforcing Floodplain ordinances in Special Flood Hazard Areas with NFIP requirements and incorporate new NFIP guidance as it is released.

Town of Brooksville: The town is a participant of the NFIP; the FIRM Map effective date is September 3, 2010. The fire chief serves as the floodplain administrator, and the town council is the governing board that adopts any changes FEMA makes to FIRM maps. The town council will continue to remain compliant by continuing to enforce Floodplain ordinances in Special Flood Hazard Areas to maintain compliance with NFIP requirements and incorporate new NFIP guidance as it is released.

Town of Earlsboro: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The FIRM Map effective date is May 16, 2019; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of Johnson: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The floodplain maps have the effective date of May 16, 2019; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of Macomb: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability is also a consideration. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of Maud: The town is a participant of the NFIP. The city council adopted an amendment of the floodplain maps on July 18, 2011. The city clerk maintains the floodplain administrator role and the town's standards for any construction that occurs within a floodplain and permits to build in these areas within city limits must be obtained through the town's floodplain administrator. The city council will continue compliance by enforcing Floodplain ordinances in Special Flood Hazard Areas and issuing and reviewing floodplain permits.

City of McLoud: The city is a participant of the NFIP; the city council adopted an amendment of the floodplain maps on May 16, 2019. The city is in the process of hiring a floodplain administrator as of the time of writing this HMP. The city council will continue compliance enforcing Floodplain ordinances in Special Flood Hazard Areas to maintain compliance with NFIP requirements and issuing and reviewing floodplain permits.

Town of Pink: The town is not a participant of the NFIP; limited staff availability has been a consideration regarding the town's participation in the NFIP. The town's mayor and volunteer fire chief are looking into the possibility of joining as in interest in the town's participation has been expressed by residents. The floodplain maps have the effective date of May 16, 2019. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of St. Louis: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The FIRM Map effective date is September 3, 2010; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

City of Shawnee: The city is a participant of the NFIP. The city commissioners adopted an amendment of the floodplain maps on May 16, 2019. The floodplain administrator maintains the city's standards for any construction that occurs within a floodplain and permits to build in these areas within city limits must be obtained through the city's floodplain administrator. The city commission will continue compliance by enforcing Floodplain ordinances in Special Flood Hazard Areas in accordance with NFIP requirements and provide necessary forms to residents through the floodplain administrator. Once the floodplain administrator has presented any new guidance to the city commission, the city commission adopts the amendments.

City of Tecumseh: The city is a participant of the NFIP. The city council adopted an amendment of the floodplain maps on May 16, 2019. The floodplain administrator maintains the city's standards for any construction that occurs within a floodplain and permits to build in these areas within city limits must be obtained through the city's floodplain administrator. The city council will continue compliance by enforcing Floodplain ordinances in Special Flood Hazard Areas according to NFIP requirements, notifying the public of any new FEMA guidance, providing residents with resources on floodplain information, and following the best practices recommended by the OWRB and FEMA. Once the floodplain administrator has presented new FEMA guidance to the city council, the city council then approves any amendments to floodplain maps or any other FEMA guidance.

Town of Tribbey: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The effective date of the maps is September 3, 2010; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

Town of Wanette: The town is not a participant of the NFIP; there has been little to no interest expressed in the town needing or wanting to join the NFIP. Limited staff availability has also been a consideration. The FIRM Map effective date is September 3, 2010; according to the FIRM maps, very little of the town lies within a floodplain area. The county emergency manager/floodplain administrator, with the OWRB, will work with the town board to encourage NFIP participation.

The participating jurisdictions maintain a floodplain administrator and rely on the floodplain administrator to maintain the NFIP requirements. The floodplain administrator is either the emergency manager of the jurisdiction or other designated personnel. The floodplain administrators inform the respective governing bodies of any new guidance that the FEMA issues regarding NFIP. The respective governing bodies then adopted the guidance as amendments by resolution.

For the jurisdictions (**Asher, Earlsboro, Johnson, Macomb, Pink, Tribbey, and Wanette**) not currently participating in the NFIP, the respective governing bodies might need to meet with a representative of the OWRB and/or the NFIP coordinator to reevaluate their NFIP status. According to the current FIRM maps, very little terrain of the non-participating jurisdictions lies within a floodplain. A consultation would provide the necessary advisement each respective community should take regarding NFIP participation. Section 4.4 includes an action item for these jurisdictions to meet with the NFIP coordinator or other OWRB representative to evaluate their respective current status.

4.3 MITIGATION GOALS

The Pottawatomie County Hazard Mitigation Planning Team reviewed the goals from the previous plan and made minor changes to the general hazard mitigation goals. The goals are as follows:

1. Protection of lives and property
2. Improved identification and protection of critical facilities
3. Minimize repetitive flooding
4. Inform and educate citizens on all potential hazards
5. Improve response capabilities to natural hazard events

4.4 ACTION ITEMS

The Action Items are listed in order of their priority as the planning team discussed. This prioritization results from the multiple discussions that occurred with the planning team and the needs that each jurisdiction discussed.

There are five Mitigation Action Types:

1. **Local Plans and Regulations**: Using authorities, policies, and codes to influence development.
2. **Structure/ Infrastructure Projects:** Modifying or removing infrastructure to mitigate hazard.
3. **Natural System Protection**: Minimizing damage by preserving natural system functions.
4. **Education and Awareness Programs:** Informing citizens on how to mitigate hazards.
5. **5% Projects:** Actions not quantifiable by a Benefit Cost Analysis, (i.e., sirens, generators, etc.).

Action Items for 2021-2026 PHMP

Action Item 1	**Data Deficiencies for Dam EAPs: N. Deer Creek/Wes Watkins Reservoir, Twin Lakes/Shawnee 1 & 2, Tecumseh Lake, Salt Creek 13, 14, & 15**
Hazard(s) Addressed	Dam Failure
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Bethel Acres, Earlsboro, Pottawatomie County, Dale PS, McLoud, Shawnee, Tecumseh
Action	Coordinate with the OWRB, Bureau of Reclamation, US Army Corps of Engineers; potentially hire an engineering firm to complete the inundation studies as needed
Responsible Party	County Emergency Management Director, City Emergency Management Director
Potential Implementation Timeline	12-36 months
Cost	Variable, depending on each EAP
Potential Funding Sources	County or city funding

Action Item 2	**Community and School Safe Room Installation**
Hazard(s) Addressed	High Winds, Tornado
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | **Structure and Infrastructure Projects** | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, Meeker PS, McLoud PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Install community and school safe rooms at critical facilities as needed, large enough to accommodate student populations and accommodate a large number of people from the community
Responsible Party	County commissioners, city and town councils, school board administrators
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city, school funding; HMPG, BRIC

Action Item 3	**Promote Mass Notification Apps**
Hazard(s) Addressed	Dam Failure*, Drought, Earthquake, Extreme Heat, Flooding, Hail, High Wind, Lightning, Tornado, Wildfire, Winter Storm (Dam failure affects only jurisdictions with an (*).)
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | **Education and Awareness Programs** | 5% Projects
Jurisdiction(s)	Pottawatomie County*, Asher, Bethel Acres*, Brooksville, Earlsboro*, Johnson, Macomb, Maud, McLoud*, Pink, St. Louis, Shawnee*, Tecumseh*, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS*, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Promote county and municipal apps via social media platforms, newspaper ads, public events, utility bills, etc. that alert residents to any preparedness information or emergency alerts specific to the respective communities
Responsible Party	County, municipalities, school, public information departments
Potential Implementation Timeline	12-60 months
Cost	$0-$100
Potential Funding Sources	County funding, municipal funding, school funding

Action Item 4	**Water usage regulation**
Hazard(s) Addressed	Drought
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Local municipalities, rural water districts consult with state legislators regarding legislation to regulate water usage during extreme drought
Responsible Party	County, municipalities, school, public information departments
Potential Implementation Timeline	12-60 months
Cost	$0
Potential Funding Sources	County, municipal funds

Action Item 5	**Acquire adequate back-up generators and installation**
Hazard(s) Addressed	High Winds, Lightning, Tornado, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Acquire and install adequate back-up generators at critical facilities, especially for locations designated for use by non-governmental organizations (Red Cross) during widespread disasters
Responsible Party	County commissioners, city and town councils, school board administrators, county and municipal emergency management
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city, school funding; HMPG, BRIC

Action Item 6	**Acquire and Install Outdoor Early Warning Devices**
Hazard(s) Addressed	Tornado
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Acquire and install outdoor early warning devices across Pottawatomie County
Responsible Party	County commissioners, city and town councils, county and municipal emergency management
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding; HMPG, BRIC

Action Item 7	**Establish Cooling / Warming Stations**
Hazard(s) Addressed	Extreme Heat, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Designate permanent cooling / warming stations within each respective jurisdiction
Responsible Party	County commissioners, city and town councils, county and municipal emergency management
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding

Action Item 8	**Drainage Improvements**
Hazard(s) Addressed	Flood
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, Meeker PS, McLoud PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Deepen, widen, or straighten existing drainage areas to improve drainage
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding, HMPG, BRIC

Action Item 9	**Develop database for vulnerable populations / special needs identifications**
Hazard(s) Addressed	Dam failure*, Extreme Heat, Flood, High Winds, Hail, Lightning, Tornado Wildfire, Winter Storm. (Dam failure affects only jurisdictions with an (*).)
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County*, Asher, Bethel Acres*, Brooksville, Earlsboro*, Johnson, Pink, Maud, Macomb, McLoud*, St. Louis, Shawnee*, Tecumseh*, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS,* Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS*, Wanette PS
Action	Develop, update, and maintain a system that jurisdictions use to identify and document vulnerable populations for emergency purposes
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, school administrators
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding

Action Item 10	**Log and map out all available fire hydrants in Geosafe**
Hazard(s) Addressed	Wildfire
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Emergency Management to coordinate with volunteer and municipal fire departments to identify all available and functional fire hydrants county wide and map out the locations
Responsible Party	County Emergency Management
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds

Action Item 11	**Wildland/Brush Management**
Hazard(s) Addressed	Drought, Wildfire, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Manage overgrown areas of brush, trees, red cedars to conserve water supplies during extreme drought, reduce wildfire fuel, and minimize damages to utility transmission lines during winter (ice) storms
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding

Action Item 12	**Erosion Prevention**
Hazard(s) Addressed	Flood
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Install rip-rap, concrete lining, and retaining walls to reduce erosion and improve resilience along ditches, drainage areas, retention ponds
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding, HMPG, BRIC

Action Item 13	**911 / EOC Enhancement**
Hazard(s) Addressed	Flood, Hail, High Winds, Tornado, Wildfire, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Harden against power surges with additional grounding, install sufficient backup generators, and redundant communication systems. This will mitigate the risks of emergency response communication interruptions during hazard events.
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding

Action Item 14	**Public Education regarding All Hazards**
Hazard(s) Addressed	Dam failure*, Drought, Earthquake, Extreme Heat, Flood, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | **Education and Awareness Programs** | 5% Projects
Jurisdiction(s)	Pottawatomie County*, Asher, Bethel Acres*, Brooksville, Earlsboro*, Johnson, Pink, Maud, Macomb, McLoud*, St. Louis, Shawnee*, Tecumseh*, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS*, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Add natural hazard awareness and education elements to existing newsletters, newspapers, city and school websites, social media pages, and other publications distributed by the participating jurisdictions
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments, school administrators, public information officers
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding

Action Item 15	**Establish Backup Water Supply**
Hazard(s) Addressed	Drought, Earthquake, Extreme Heat, High Winds, Lightning, Tornado, Wildfire, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | **Structure and Infrastructure Projects** | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Install/establish backup water supply or reactivate existing wells that will provide alternative or additional water supplies. This will mitigate depleted water supply due to drought, prolonged power outages, major water line breaks, and fighting wildfires.
Responsible Party	County commissioners and municipalities, public work departments
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, REAP grants, CDBG

Action Item 16	**Identify flood prone areas along bus routes and critical response routes**
Hazard(s) Addressed	Flooding
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	School administrators, county commissioners, and municipal public works identify low-lying flood prone areas in order to develop detour routes for buses and critical services as necessary.
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments, school administrators
Potential Implementation Timeline	12-60 months
Cost	$0
Potential Funding Sources	County funds, municipal funds, BRIC, CDBG

Action Item 17	**Portable Solar Motorist Information Signs**
Hazard(s) Addressed	Dam failures, Earthquake, Flooding, Tornado, Wildfire, Winter Storm (Dam failure affects only jurisdictions with an (*).)
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County*, Asher, Bethel Acres*, Brooksville, Earlsboro*, Johnson, Pink, Maud, Macomb, McLoud*, St. Louis, Shawnee*, Tecumseh*, Tribbey, Wanette
Action	Purchase portable, programmable, solar, automated motorist information / lighted electronic signs that can be positioned along roadsides of potential dangers (washed outs, smoke, downed power lines, flooding, etc.)
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, BRIC, CDBG

Action Item 18	**Xeriscaping**
Hazard(s) Addressed	Drought, Extreme Heat
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Use xeriscaping and/or native vegetation to reduce or eliminate water usage to conserve water during drought conditions
Responsible Party	County commissioners and municipalities, public work departments
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, REAP grants, CDBG, school funds

Action Item 19	**Lightning Detection**
Hazard(s) Addressed	Lightning
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Purchase and install lightning detectors for use at outdoor events and recreational areas to provide advance warning of approaching lightning
Responsible Party	School administrators, municipal councils, county officials
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, HMPG, school funds

Action Item 20	**Install Impact Resistant Window Film**
Hazard(s) Addressed	Earthquake, Hail, High Winds, Tornado
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Install impact resistant film on windows of critical facilities to protect occupants from shattering glass in a hazard event
Responsible Party	School administrators, municipal councils, county officials, emergency management
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, HMPG, school funds

Action Item 21	**Impact Resistant Roofing**
Hazard(s) Addressed	Hail, High Winds, Tornado
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Increase resilience of county, municipal, and school buildings with impact resistant roofing
Responsible Party	County commissioners, city and town councils, county and municipal emergency management, public works departments, school administrators,
Potential Implementation Timeline	12-60 months
Cost	Variable according to needs of respective communities
Potential Funding Sources	County, city funding, HMPG, BRIC

Action Item 22	**Surge Protection**
Hazard(s) Addressed	Earthquake, Extreme Heat, Flood, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette, Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, McLoud PS, Meeker PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Install surge protection (battery backup devices) on all critical electronic systems in critical facilities to protect devices from power surges and allow for proper shut down in a power outage
Responsible Party	Emergency Management, County and Elected Officials, School administrators, IT departments
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County funds, municipal funds, school funds

Action Item 23	**Install Protective Crosswalks**
Hazard(s) Addressed	High Winds, Tornado
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Asher PS, Bethel Acres PS, Dale PS, Earlsboro PS, Grove PS, Konawa PS, Macomb PS, Maud PS, Meeker PS, McLoud PS, North Rock Creek PS, Pleasant Grove PS, Shawnee PS, South Rock Creek PS, Tecumseh PS, Wanette PS
Action	Construct protective barriers along sidewalks between school buildings to protect students and staff when they need to go outdoors to get to saferooms
Responsible Party	School board, school administrators
Potential Implementation Timeline	12-60 months
Cost	Variable according to scope of the project
Potential Funding Sources	School funds, HMPG, Grant funding

Action Item 24	**Repetitive Flood Properties**
Hazard(s) Addressed	Dam Failure, Flooding (Dam failure affects only jurisdictions with an (*).)
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County*, McLoud*, Shawnee*, Tecumseh*
Action	Identify, acquire, remove repetitive loss flood properties where acquisition is the most cost effective and desirable mitigation measure
Responsible Party	County commissioners, city councils, city commissioners
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County and city funding, HMGP, Flood Mitigation Assistance (FMA)

Action Item 25	**Develop master drainage plans, particularly in flood prone areas**
Hazard(s) Addressed	Flooding
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations | Structure and Infrastructure Projects | Natural Systems Protection | Education and Awareness Programs | 5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
Action	Develop master drainage plans with planning departments, the OWRB, floodplain administrators, and subject matter experts to strategically improve areas that experience regular flooding that impedes traffic and critical services.
Responsible Party	County commissioners, city councils, city commissioners, floodplain administrators, emergency management directors
Potential Implementation Timeline	12-60 months
Cost	Variable
Potential Funding Sources	County and city funding

Action Item 26	**Individual Safe Room Rebate Program**				
Hazard(s) Addressed	High Winds, Tornado				
Mitigation Action Type (Highlight box that applies.)	Local Plans and Regulations	Structure and Infrastructure Projects	Natural Systems Protection	Education and Awareness Programs	5% Projects
Jurisdiction(s)	Pottawatomie County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Pink, Maud, Macomb, McLoud, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette				
Action	Develop a county or municipal safe room rebate program for residents to apply for reimbursement on an individual safe room installation; rebate option would incentivize residents to install private storm shelters.				
Responsible Party	County commissioners, city and town councils, county and municipal emergency management				
Potential Implementation Timeline	12-60 months				
Cost	Variable according to needs of respective communities				
Potential Funding Sources	County, city funding, HMPG, BRIC, Private grants				

4.5 ACTION ITEM PRIORITIZATION

County and Municipalities: Each jurisdiction maintains their own respective governing board. The board of county commissioners governs the final decisions of the county. The respective city councils/board of trustees govern the respective municipalities. Each respective board has the authority to appropriate funding or issue bonds to complete hazard mitigation projects. The determining factors in prioritizing projects for each community will be:

- the cost-benefit analysis for each project to weigh the long-term benefits.
- availability of local, state, and federal funding.

Occasionally, the respective jurisdiction might choose to pursue specific grant opportunities (whether through private or public funding) for one-time hazard mitigation projects, example: federal funding for a storm shelter, or local bonds for emergency generators.

The planning departments and governing bodies consider questions such as:

1. Does the project enhance public awareness and understanding of hazards specific to the Planning Area?
2. Can the project be accomplished in a way that maximizes mitigation activities between the local community, non-profit, and private business entities?
3. Will the project provide an opportunity for new construction that enhances mitigation?
4. Will the project help to educate the public on mitigation and prevention activities?

Ultimately, each governing body decides which hazard mitigation projects to prioritize according to the funds available, either through budgetary appropriations or by putting the project to a vote by the people to issue bonds that would pay for the hazard mitigation project. The social, political, economic, and public factors will also influence how hazard mitigation projects are driven by the respective populations.

Schools: School budgets are directly tied to state funding and schools relies on the authorization and support of the respective school boards to complete action projects such as these listed in the Action Projects. The hazard mitigation planning team discussed how these projects would be prioritized and implemented. The determining factors in prioritizing projects for the schools will be:

- the cost-benefit analysis for each project.
- availability of local, state, and federal funding.

Occasionally, individual school districts might choose to pursue specific grant opportunities (whether through private or public funding) for one-time hazard mitigation projects, example: federal funding for a storm shelter, or local bonds for emergency generators.

As funding for action projects becomes available, the jurisdictions will also use the STAPLEE evaluation table on the following page, in addition to the cost-benefit analysis for each project.

The **STAPLEE method** assesses the feasibility of alternative considerations by using seven different categories in which to view those limitations/impacts; Social, Technical, Administrative, Political, Legal, Economic, and Environmental.

Example STAPLEE Evaluation for future reference

Evaluation Category	Sources of Information S.T.A.P.L.E.E.
Social	Members of the HazMit Planning Team had input throughout the planning process. The team included government officials, school administrators, emergency response/emergency management personnel, business owners, and professionals. Discussions included those among the school population who are most vulnerable during times of hazardous events.
Technical	Community officials, the Oklahoma Water Resources Board (OWRB), and the Oklahoma Department of Emergency Management (ODEM), and other subject matter experts were consulted about technical aspects of the projects and hazards.
Administrative	Administrative staff will be responsible for the implementation of action projects as funding becomes available.
Political	Officials and members of the governing boards were part of the planning process.
Legal	Legal questions will be presented to the respective legal counsels to ensure compliance and that no legal issues would arise with project implementation.
Economic	As anticipated, (the jurisdiction) does not currently have funds to implement all action projects. The main focus of the HazMit Planning Team are the Action Items 1-17. All other projects will undergo a cost-benefit analysis to inform the public if any bonds are initiated to generate revenue for future projects.
Environmental	Agencies such as the Oklahoma Department of Environmental Quality, Oklahoma Forestry Service, and the Oklahoma Water Resources Board, among others have been consulted regarding the technical details of hazards and their impacts upon the jurisdiction(s).

Conclusion: The cost-benefit analysis concluded that action items 1-17 will complete the goals of protecting lives and improving response capabilities. The benefit of protecting and saving lives exceeds the economic cost it will require to install safe rooms, acquire generators, improving building envelopes, and other mitigation activities.

The planning team has identified the action items and prioritized them in order, with 1 being the first priority, and so forth. The planning team anticipates that Action Items 1-17 will be evaluated annually to see how the implementation and completion can be achieved. It is not anticipated that these completions will occur simultaneously but will occur individually as funding becomes available. The planning team expects to evaluate actions items 18-27 annually as well; execution of these action items is completely dependent upon the funding of each individual jurisdiction. Action Items 18-27 are included to fulfill FEMA's requirement to have a "comprehensive range" of action items needed for successful plan approval and will be implemented only as funding is available.

4.6 INTEGRATION OF HAZARD MITIGATION PLAN DATA INTO OTHER PLANNING MECHANISMS

Information on how each jurisdiction reviews its planning mechanisms is included in detail below. In each review, jurisdictional POCs will review the HMP hazard data and mitigation action item list at least annually. All jurisdictions will incorporate any updated hazard profile data into their respective Emergency Action Plans. Whenever possible, each jurisdiction will look for funding opportunities to incorporate hazard mitigation action items into their respective Capital Improvement plans. In addition, jurisdictions that have the ability to enforce building codes will also review the HMP for opportunities to incorporate enhanced building codes that promote hazard mitigating.

Each jurisdiction has their respective planning commissions/departments, mitigation planning/ emergency management departments, and maintenance departments. Each jurisdiction individually decides how to appropriate or seek funding for their most urgent or most needed projects. They follow protocols of their respective governing bodies accordingly. The jurisdictions individually ensure that appropriate overlap with their comprehensive master plans, emergency operation plans, capital improvement plans, etc., as shown in Sections 4.1.1 to 4.1.5. Those tables and following narrative show the planning mechanisms each jurisdiction has in place to accomplish their hazard mitigation goals.

The planning team will annually review the goals to ensure no changes are needed, based on what the planning team experienced in the previous year.

Pottawatomie County: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the emergency management director and approved by the board of county commissioners, either January 1 or July 1, depending on the cycle of each respective plan. Pottawatomie County commissioners give the final approval for any changes or updates to prioritizing hazard mitigation project implementation. Upon its completion, the PCEM director will annually review and update the EOP and Post-Disaster Recovery Plan and submits each to the board of county commissioners for approval. Master (Comprehensive) Plan, Emergency Response Plan (ERP), and Post-Disaster Recovery Plan. The commissioners adopted an updated Master Plan effective July 1, 2020, which includes an Emergency Response Plan.

The Town of Asher: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the emergency manager and the town clerk and approved by the town council. The ordinances are continually reviewed by the town clerk and formally updated annually each June, coinciding with the fiscal year budget approval. The emergency manager annually reviews the emergency plans and makes updates as needed. Any changes are brought before the town council for approval each June, coinciding with the fiscal year budget approval, and the council gives the final approval for any changes or updates to prioritizing hazard mitigation project implementation.

The Town of Bethel Acres: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the emergency manager and approved by the town council. The Bethel Acres emergency manager reviews and updates the ERP and Post-Disaster Recovery Plan every other year. Both were last updated in April 2020. The emergency manager submits the plans to the town council for approval, and the council gives the final approval for any changes or updates to prioritizing hazard mitigation project implementation.

The Town of Brooksville: As identified and detailed in Sections 4.1.1 to 4.1.5, the Town of Brooksville relies on the county for inclusion in the Pottawatomie County EOP. The town board is the governing body and approves any updates the Brooksville emergency manager recommends. The emergency manager is the designated personnel to update emergency protocols for Brooksville and bring them before the town board. All plans are in need of updating and need to be placed on an updating schedule. The adoption of the PHMP will serve as a starting point for the Town of Brooksville to begin the annual updating process. The emergency manager also expects that the town board will adopt the Pottawatomie County EOP upon its completion in late 2021, and it will serve as an additional starting point for the Town of Brooksville to update their emergency protocols. The town board calls meetings only as needed; they do not hold town board meetings on any regular basis.

The Town of Earlsboro: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are updated by the town clerk and approved by the town board of trustees. The Town of Earlsboro relies on the county for inclusion in the Pottawatomie County EOP. The town clerk is the designated personnel who maintains the updating schedule for ordinances and the Strategic Plan. The town clerk works with the police chief and the fire chief to bring administrative items and plans before the town board for approval and adoption as needed. The fire chief is responsible for updating the town's emergency plans and protocols.

The Town of Johnson: As identified and detailed in Sections 4.1.1 to 4.1.5, the Town of Johnson relies on the county for inclusion in the Pottawatomie County EOP. The town council is the governing body that approves any formal documents. which will include the PHMP and the Pottawatomie County EOP. There is no personnel designated as an emergency manager and the town maintains no emergency protocols or plans. The Town of Johnson relies on the Pottawatomie County EM for all emergency services. The town council holds meetings as needed for approval and adoption of the county plans that includes them.

The Town of Macomb: As identified and detailed in Sections 4.1.1 to 4.1.5 the Town of Macomb relies on the county for inclusion in the Pottawatomie County EOP. The town council is the governing body that approves any formal documents, which will include the PHMP and the Pottawatomie County EOP. There is no personnel designated as an emergency manager and the town maintains no emergency protocols or plans. The Town of Macomb relies on the Pottawatomie County EM for all emergency services. The town council holds meetings as needed for approval and adoption of the county plans that includes them.

The City of Maud: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the city clerk/emergency manager and approved by the city council. The Maud city clerk/emergency manager reviews and updates the ERP annually and submits it to the city council for approval every July 1. The city clerk/emergency manager also updates the city's EOP and it is expected that it will be updated and approved July 2021. The council gives the final approval for any changes or updates to prioritizing hazard mitigation project implementation.

The City of McLoud: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the planning commission and emergency manager and approved by the city council. The council gives the final approval for any changes or updates to prioritizing hazard mitigation project implementation. The City of McLoud relies on the county for inclusion in the Pottawatomie County EOP.

The Town of Pink: As identified and detailed in Sections 4.1.1 to 4.1.5 the Town of Pink relies on the county for inclusion in the Pottawatomie County EOP. The town council is the governing body

that approves any formal documents, which are typically reviewed by the town attorney, who volunteers his/her services to maintain any formal documentation. The town does not have any paid employees who handle the updating of any documents. The town council holds meetings as needed for approval and adoption of the county plans that includes them.

The Town of St. Louis: As identified and detailed in Sections 4.1.1 to 4.1.5 the Town of St. Louis relies on the county for inclusion in the Pottawatomie County EOP. The town board is the governing body that approves any formal documents, which includes the Pottawatomie County HMP and the EOP. The town does not have any paid employees who handle the updating of any documents. The town council holds meetings as needed for approval and adoption of the county plans that includes them.

The City of Shawnee: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the emergency management director and approved by city commissioners. The Emergency Response Plan is reviewed and updated by the emergency manager and submitted to the city commissioners for approval each January. The emergency manager is in the process of updating the city's EOP and expects it to be finalized and accepted by the city commissioners in September 2021.

The City of Tecumseh: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are annually updated by the emergency manager and approved by city council. The city clerk maintains the Post-Disaster Recovery Plan and it covers a dam breach response plan and electricity outage plan. Tecumseh relies on the county for inclusion in the Pottawatomie County EOP.

The Town of Tribbey: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are updated and adopted as needed by the town council. Tribbey relies on the county for inclusion in the Pottawatomie County EOP. The town has a volunteer grant writer who reviews any formal documents for the town and informs the town council of any changes or updates that need to be made.

The Town of Wanette: The plans identified and detailed in Sections 4.1.1 to 4.1.5 are updated by the mayor/emergency manager and approved by the town council. The town council is the governing board that approves and adopts the Pottawatomie County HMP and EOP. Wanette relies on the county for inclusion in the Pottawatomie County EOP. The mayor/emergency manager is the designated personnel who brings updates and changes before the town council for approval each year. The town council holds meetings monthly for approval and adoption of the county plans that includes them.

Schools: Each respective superintendent is the primary contact responsible for ensuring that emergency plans and protocols are annually updated (or updated according to its cycle) and approved by the respective school boards. The superintendent holds this responsibility as emergency/crisis management is part of the job description. The respective superintendents work with safety committees made up of teachers who can provide the practical insight into implementation of emergency plans and protocols. As each respective superintendent presents the PHMP to each respective school board for adoption, the PHMP will be used to compare existing protocols with the hazards addressed in the school plans. (Example 1: Dale PS might discuss, evaluate, and develop a protocol related to a Canton Lake dam failure if one does not already exist in the school's emergency plans. Example 2: Macomb PS, Asher PS, Bethel Acres PS, etc. might discuss, evaluate, and develop feasible evacuation plans and formalize MOUs with community partners.) The respective school boards are the governing authority to approve emergency plans

and protocols upon the recommendation of the superintendent. The superintendent is also responsible to ensure that the school's plans and protocols meet state requirements.

How Jurisdictions Have Already Incorporated Hazard Mitigation Plan Data into Planning Mechanisms

The previous hazard mitigation plan was not incorporated into a majority of planning mechanisms, and the previous hazard mitigation plan was not utilized to its full capacity. As shown by the tables in Section 4.1, some of the jurisdictions do not have existing planning mechanisms available in order to incorporate hazard mitigation plan data and institutionalize practices.

The respective jurisdictions did use the previous hazard mitigation plan action items and focused on completing action items that provided the most benefit to the community and that were affordable with the jurisdiction's budget. The previous mitigation action items and status are detailed in Section 5.2.

The main hindrance to incorporating hazard mitigation data within each respective jurisdiction is a lack of staff and resources available. Incorporating hazard mitigation plan data into existing planning mechanisms is a relatively new practice across the planning area.

CHAPTER FIVE: PLAN UPDATE PRIORITIZATION AND REVIEW

5.1 CHANGES IN JURISDICTIONAL DEVELOPMENT

As mentioned in the narrative above, the planning area is preparing for expanding urban growth over the next 10 years. As shown in Sections 4.1.1 to 4.1.5, the planning departments of the respective municipalities and the governing bodies regularly review ordinances, plans, and developments to ensure that adequate planning for expanding populations mitigates the most common hazard: localized flooding. Since the previous update, **Shawnee** has experienced the most development; however, at this time, it does not appear that the growth has caused any change to their hazard vulnerability, particularly localized flooding. **Pottawatomie County commissioners** have also prioritized rebuilding or repairing drainage structures that fit within the county budgets on an annual basis; larger drainage projects have been placed on county budgets that are projected out in 3–5-year increments. None of the other jurisdictions have experienced changes in development which have increased or decreased their hazard vulnerability.

5.2 STATUS OF PREVIOUS MITIGATION ACTION ITEMS

The tables below give the status of the action items in the previous plan. The first table identifies the completed projects. The second table identifies the incomplete projects and includes a brief explanation. The number indicates the number associated with the action item as listed in the previous plan. It should also be noted that some actions listed are ongoing projects that must be maintained long-term, and they are included in Section 4.4. Due to inevitable social, political, and economic changes, relevant action items have been modified to fit the current and expected trends.

Action Items Accomplished		
Action Item	**Hazard Mitigated**	**Jurisdiction Impacted**
8. Additional Water Capacity	Drought	County, Shawnee
18. Dam Monitoring Equipment	Dam Failure	County, Dale PS, McLoud, Shawnee, Tecumseh
21, 21a, 21b, 21c, 21d. NOAA Weather Radios	Dam Failure, Drought, Earthquake, Extreme Heat, Flood, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm	All
22. School Intercom System	Hail, High Winds, Lightning, Tornado, Winter Storm	All Schools
23, 23a, 23b, 23c, 23d. Mass Notification System	All Hazards	All
26, 26a. Stream Monitoring Equipment	Dam failure, Flood	County, Bethel Acres, Earlsboro, Shawnee, Tecumseh
31. Hurricane Clips	Earthquake, High Winds, Tornado	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
33. Cooling Fan Program	Extreme Heat	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
35. Retention Ponds	Flood, Wildfire	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
37, 37a. Water Tower	Earthquake, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
39, 39a. Continued NFIP Participation	Dam Failure, Flood	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
40, 40a. Communications Repeater	Earthquake, Extreme Heat, Flood, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm	County, Asher, Bethel Acres, Brooksville, Earlsboro, Johnson, Macomb, Maud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette
51. Re-channel Squirrel Creek	Flooding	County
54. Construct Bridges on 113 Road	Flooding	County
55. Retaining Wall on Propane Road	Flooding	County
57. St. Louis Rd Bridge	Flooding	County
58. 344 Road Tin Horn	Flooding	County

Action Items Accomplished		
Action Item	**Hazard Mitigated**	**Jurisdiction Impacted**
59. 353 Road Tin Horn	Flooding	County
60. Dripping Springs Rd Low Water Crossing	Flooding	County
62. Debris Removal Equipment	Flooding, Tornadoes, High Wind	County
63. Salt Spreaders	Winter Storm	County
64. Demolition Trailers	Flooding, High Winds, Tornadoes, Winter Storms	County
65. Response Vehicles	Flooding, tornadoes, winter storms	County
66. Salt Sheds	Winter Storms	County
67. Brush Cutters	Flooding, High Winds, Tornados, Winter Storms	County
68. Debris Grinder	Flooding, Tornadoes, Winter Storms	County
71. Flooding Broadway & 7th	Flooding	Shawnee
73. Flooding between 4300-4400 Block Aydelote	Flooding	Shawnee
74. Flooding at 2nd and Bell	Flooding	Shawnee
75. Flooding at Kickapoo and Kickapoo Spur	Flooding	Shawnee
78. Rumble Strip Cutter	Winter Storm	County

Action Items Not Accomplished				
Action Item	**Hazard Mitigated**	**Jurisdiction Impacted**	**Reason Not Accomplished**	**Is Action Item Still Relevant?**
1, 1a. Repetitive Flood Properties	Dam failure, Flood	Shawnee, Tecumseh	Lack of Funding	Y
2, 2a Flood Prone Areas Mitigation	Dam failure, Flood	County, Shawnee, Bethel Acres, Earlsboro, Dale PS, Tecumseh PS, Tecumseh	Lack of Funding	Y
3. Community/School Safe Rooms	High Winds, Tornado	All jurisdictions	Lack of Funding	Y
4, 4a, 4b. Early Warning Devices	Dam Failure, Hail, High Wind, Tornado, Wildfire	All jurisdictions	Ongoing	Y
5. Public Cooling/ Warming Stations	Extreme Heat, Winter Storms	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
6, 6a, 6b Special Needs Identification	Dam Failure, Earthquake, Extreme Heat, High Winds, Lightning, Tornado, Wildfire, Winter Storm	County, Bethel Acres, Earlsboro, Johnson, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey Wanette	Ongoing	Y
7. Drought Strategy	Drought	County, Shawnee	Ongoing, Lack of Funding	Y
9. Mobile Home Tie Downs	Earthquake, High Winds, Tornado,	Bethel Acres, Maud, McLoud, Shawnee, Tecumseh,	Not enforceable	Y
10, 10a, 10b, 10c, 10d Public Awareness/ Education	All hazards	All jurisdictions	Lack of funding	Y
11, 11a Bury Utility Lines	Earthquake, Hail, High Winds, Lightning, Tornado, Wildfire, Winter Storm	All jurisdictions	Ongoing	Y
12, 12a, 12b, 12c, 12d Alternative Power Source	All hazards	All jurisdictions	Ongoing	Y
13. Wildfire Awareness/ Education	Wildfire	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
14. 911/ EOC Enhancement	All hazards	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
15. Earthquake Construction Standards	Earthquake, Hail, High Winds, Tornado	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
16. Earthquake Resistant Utilities	Earthquake, Hail, High Winds, Lightning, Tornado, Winter Storm	All jurisdictions	Ongoing	Y

Action Items Not Accomplished				
Action Item	**Hazard Mitigated**	**Jurisdiction Impacted**	**Reason Not Accomplished**	**Is Action Item Still Relevant?**
17. Dam EAP	Dam Failure, Flood	County	Ongoing	Y
19, 19a, 19b, 19c, 19d. Hazard Awareness / Education Book	All hazards	All jurisdictions	Lack of Interest	N
20, 20a, 20b. Motorist Information Signs	Dam failure, Earthquake, Flood, Tornado, Wildfire, Winter Storm	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing, Lack of Funding	Y
24. Lightning Detection	Lightning	All jurisdictions	Ongoing	Y
25, 25a, 25b, 25c Surge Protection	Earthquake, Extreme Heat, Hail, High Wind, Lightning, Tornado, Winter Storm	All jurisdictions	Ongoing	Y
27, 27a. Flood Prone Roadways	Dam Failure, Flood	County, Bethel Acres, Earlsboro, Shawnee, Tecumseh	Ongoing	Y
28. Flood/Erosion Prevention	Flood	County, Bethel Acres, Earlsboro, Shawnee, Tecumseh	Ongoing	Y
29. Drainage Ditch Improvement	Flood	County, Bethel Acres, Earlsboro, Shawnee, Tecumseh	Ongoing	Y
30, 30a. Hazard Warning Signs	Flood, High Winds, Wildfire, Winter Storm	County, Bethel Acres, Earlsboro, Shawnee, Tecumseh	Ongoing	Y
32. Window Film	Earthquake, Hail Storm, High Winds, Tornado	All jurisdictions	Ongoing	Y
34. Hail Impact Resistant Roofing	Hail	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
36, 36a. Water Wells	Drought, Wildfire	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
38. Xeriscaping	Drought	All jurisdictions	Ongoing	Y
41, 41a, 41b 41c. CERT/MRC Teams	All hazards	All jursidictions	Lack of manpower	Y
42. Individual Safe Room Program	High Winds, Tornado	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
43. Cedar Eradication	Wildfire	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Lack of funding, lack of manpower	Y

Action Items Not Accomplished				
Action Item	**Hazard Mitigated**	**Jurisdiction Impacted**	**Reason Not Accomplished**	**Is Action Item Still Relevant?**
44. Rooftop Snow Guards	Winter Storms	All jurisdictions	Lack of funding	N
45. NFIP Education	Flood	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
46. Maintain Floodplain Administrator	Flood	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Ongoing	Y
47. Roll Down Doors	High Winds, Tornado	All jurisdictions	Ongoing	Y
48. Snow Fencing	Winter Storm	All jurisdictions	Lack of Funding	N
49. Individual Window Film Rebate Program	Earthquake, Hail, High Winds, Tornado	County, Asher, Bethel Acres, Brooksville, Earlsboro, Macomb, Maud, McLoud, Pink, St. Louis, Shawnee, Tecumseh, Tribbey, Wanette	Program no longer exists	N
50. Coleman Road Ditch Rd. Ditch Upgrade	Flooding	County	Ongoing	Y
52. Hardesty Rd/Hwy 102	Flooding	County	Ongoing	Y
53. Bethel / New Hope Rd Improvement	Flooding	County	Ongoing	Y
56. Lake Chambers Road Bridge	Flooding	County	Ongoing	Y
61. 347 Road Tin Horn	Flooding	County	Ongoing	Y
69. Flooding Benedict St. & US 177	Flooding	County, Shawnee	Ongoing	Y
70. Flooding MacArthur St. & Runway Tunnel	Flooding	Shawnee	Ongoing	Y
72. Flooding at Union & Wallace	Flooding	Shawnee	Ongoing	Y
76. Flooding at Independence St. & MN	Flooding	Shawnee	Ongoing	Y
77. Flooding at Gordon Cooper & Hardesty Rd	Flooding	Shawnee	Ongoing	Y
79. Dam Inventory Data Deficiency	Dam Failure	County, Shawnee, Dale PS, McLoud, Tecumseh	Ongoing	Y

5.3 CHANGES IN JURISDICTIONAL PRIORITIES

The priorities of the planning area remain consistent with the goals listed under Section 4.3. In the final planning meeting with the participating jurisdictions, the planning team confirmed that there have been no overall changes in the priorities of the planning area as it pertains to hazard mitigation planning and the goals listed in Section 4.3 assist the jurisdictions in prioritizing activities and projects.

1. Protection of lives and property
2. Improved identification and protection of critical facilities
3. Minimize repetitive flooding
4. Inform and educate citizens on all potential hazards
5. Improve response capabilities to natural hazard events

Changes in jurisdictional priorities include the following.

Pottawatomie County: Since the last PHMP, the City of Shawnee and Pottawatomie County have separated the dual jurisdictional role of emergency manager that was previously in place.

Asher: The winter events that occurred in the winter of 2020-2021 caused Asher to prioritize winter preparedness and establish a reliable backup water supply. As detailed under the hazard profiles of Drought and Winter Storm, alternative water supply issues are of significant concern. **Asher** has also prioritized acquiring equipment and improving infrastructure that can withstand future extremely cold temperatures that caused the utilities and services to fail.

Bethel Acres: The Bethel Acres emergency manager oversaw the transition of emergency notification applications from EverBridge and replaced it with CodeRed. (CodeRed is the same application used by Pottawatomie County.) He also refocused Bethel Acres's flooding priority. As shown on the FIRM maps in the Appendix and detailed in the Flood profile, Bethel Acres has minimal a flood plain area in an agricultural area.

Brooksville: The winter events that occurred in the winter of 2020-2021 caused the jurisdictions to prioritize winter preparedness and backup water supply. As detailed under the hazard profiles of Drought and Winter Storm, alternative water supply issues are of significant concern. **Brooksville** has prioritized acquiring equipment and improving infrastructure that can withstand future extremely cold temperatures that caused the utilities and services to fail.

Earlsboro: The Town of Earlsboro town council has begun a more proactive approach to updating their ordinances and codes, along with better enforcement of the codes that relate to property owners cleaning up properties. These actions have resulted in mitigating the potential for fires to start within city limits due to debris and/or overgrown brush. The city is also being more proactive in cleaning up abandoned properties that could also present fire danger within city limits.

Johnson: The town council has not had any changes in the priorities for their community since the last PHMP.

Macomb: The winter events that occurred in the winter of 2020-2021 caused the jurisdictions to prioritize winter preparedness and backup water supply. As detailed under the hazard profiles of Drought and Winter Storm, alternative water supply issues are of significant concern, particularly for Unincorporated Pottawatomie County, Asher, Brooksville, Macomb, Pink, and Wanette.

Maud: The city of Maud has not had any changes in the priorities for their community since the last PHMP.

McLoud: The city of McLoud has not had any changes in the priorities for their community since the last PHMP.

Pink: The winter events that occurred in the winter of 2020-2021 caused the jurisdictions to prioritize winter preparedness and backup water supply. As detailed under the hazard profiles of Drought and Winter Storm, alternative water supply issues are of significant concern.

St. Louis: The town of St. Louis has not had any changes in the priorities for their community since the last PHMP.

Shawnee: Since the last PHMP, the City of Shawnee and Pottawatomie County have separated the dual jurisdictional role of emergency manager that was previously in place. The Shawnee emergency manager has prioritized several new initiatives. One initiative is improving public awareness and education by utilizing social media and promoting the city's app for emergency notifications, Smart911. The second initiative is publicizing the city's storm shelter registration program to improve the documentation of individually owned storm shelters so that in the event of a tornado, potentially trapped residents can be rescued in a timelier manner. To improve response capabilities, Shawnee has also prioritized acquiring equipment that will expand the city's capability to compensate for water outages that the city might experience in the future. The city is also improving the infrastructure to withstand extremely cold temperatures that caused the infrastructure to fail.

Tecumseh: The town of Tecumseh has not had any changes in the priorities for their community since the last PHMP.

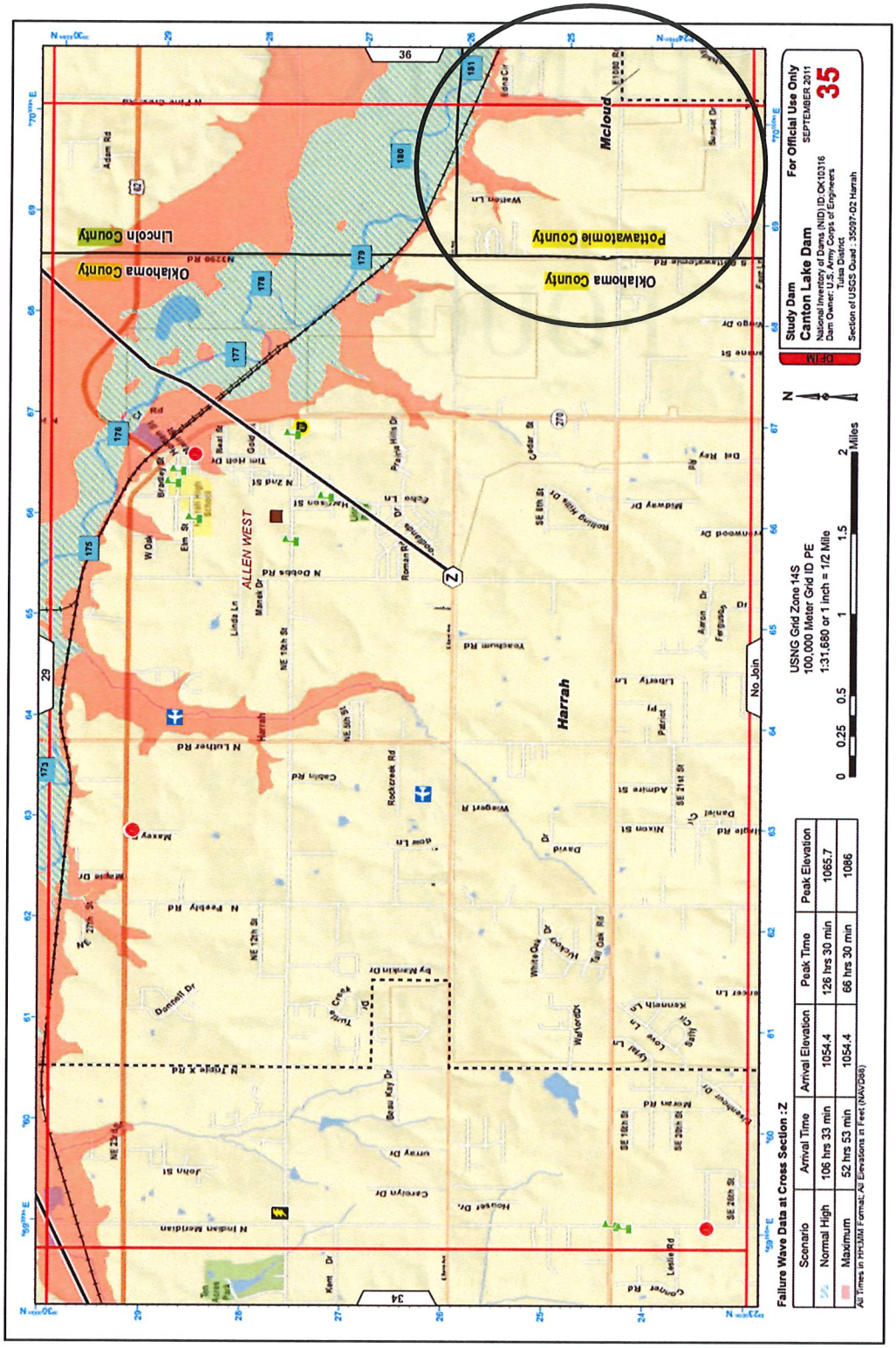
Tribbey: The town of Tribbey has not had any changes in the priorities for their community since the last PHMP.

Wanette: The winter events that occurred in the winter of 2020-2021 caused Wanette to prioritize winter preparedness and establishing a reliable backup water supply. As detailed under the hazard profiles of Drought and Winter Storm, alternative water supply issues are of significant concern. Wanette has also prioritized acquiring equipment and improving infrastructure that can withstand future extremely cold temperatures that caused the utilities and services to fail.

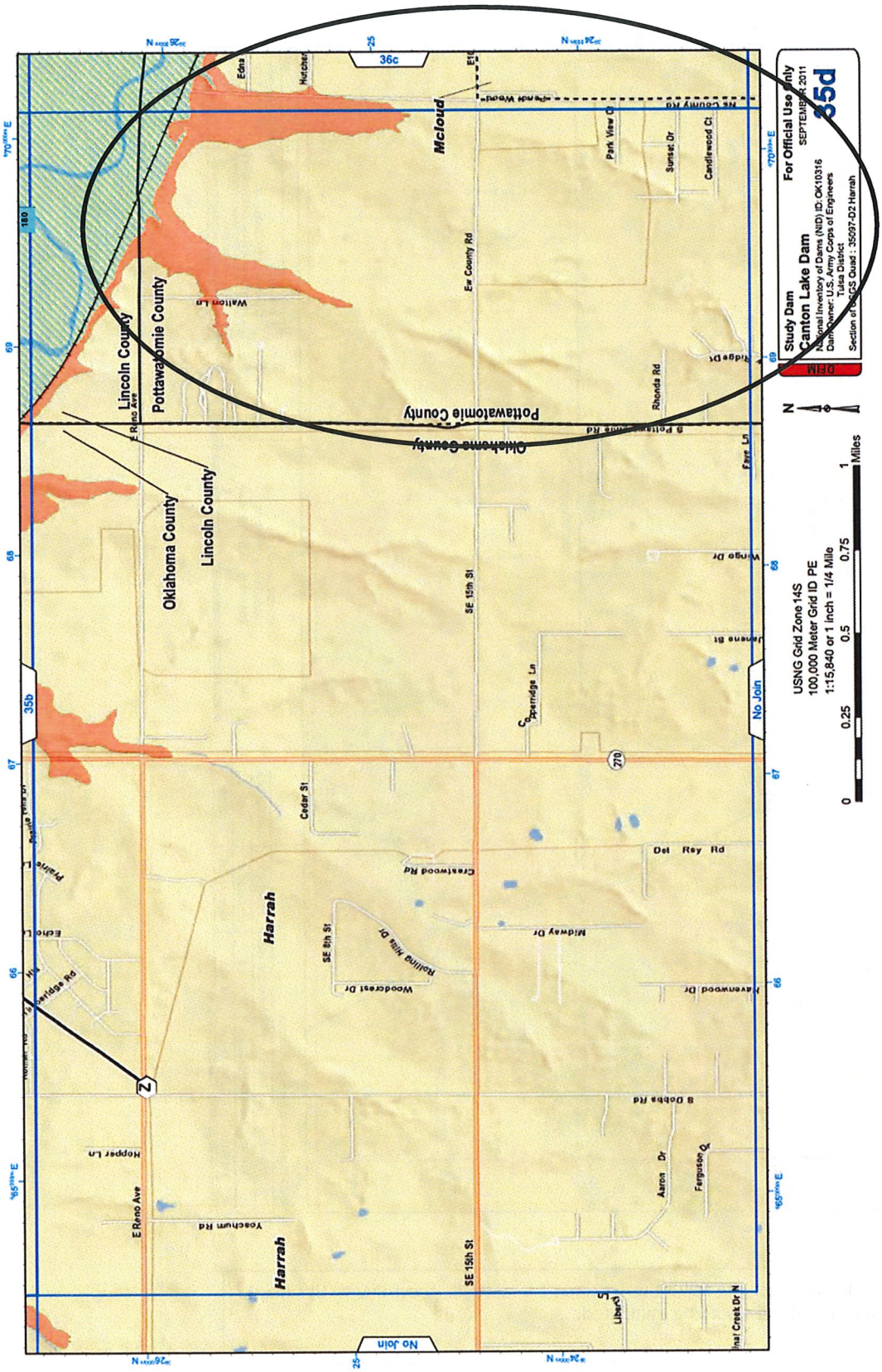
The school districts of **Asher, Bethel Acres, Dale, Earlsboro, Grove, Konawa, Macomb, Maud, McLoud, Meeker, North Rock Creek, Pleasant Grove, Shawnee, South Rock Creek, Tecumseh, and Wanette** have not had any changes to their priorities. As with all projects that the respective school districts, the priorities of the school reflect the social and political influences of the school board and the community. Projects are also typically tied to the available funding each school has available.

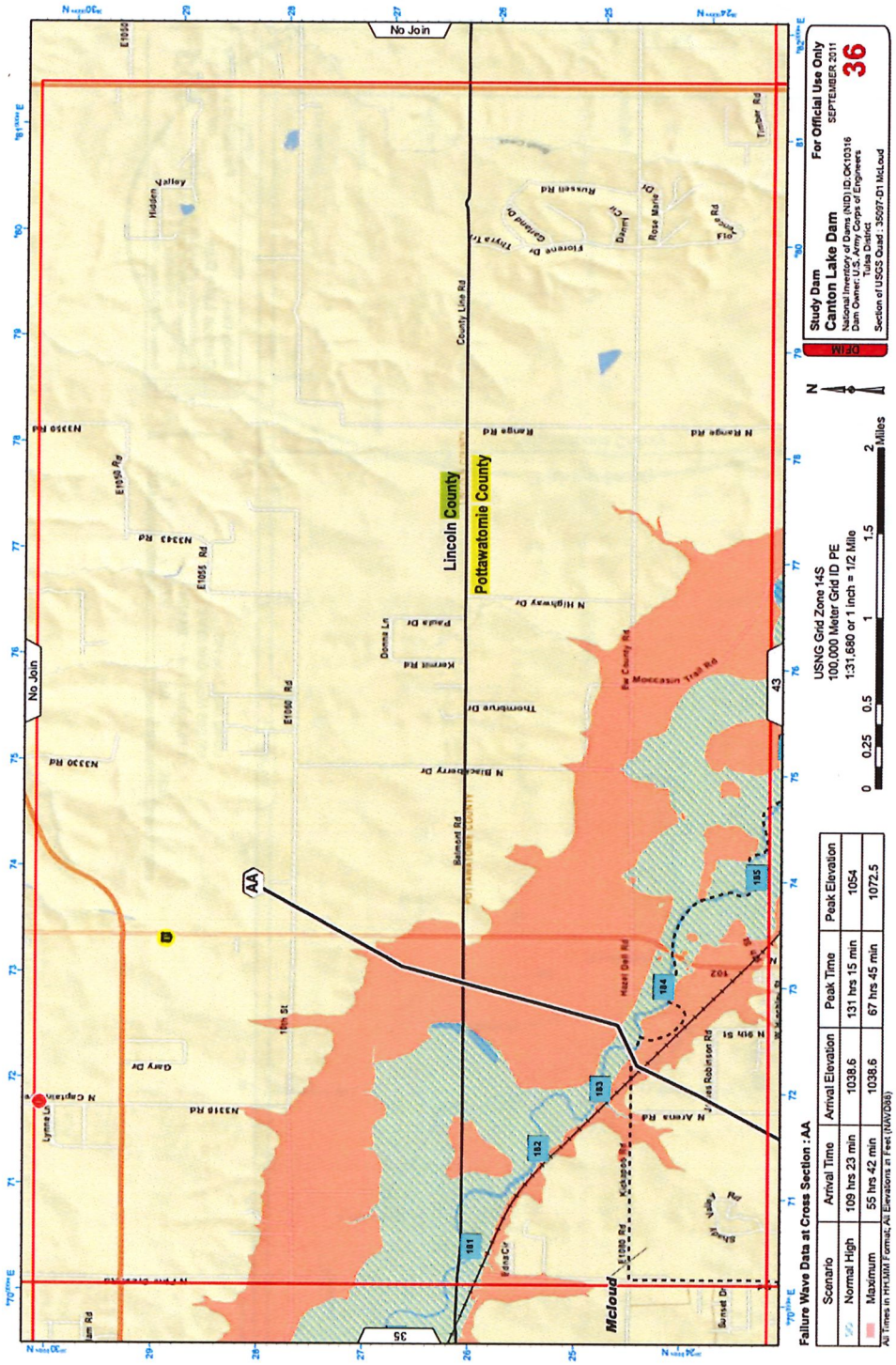
APPENDIX A

FOUO

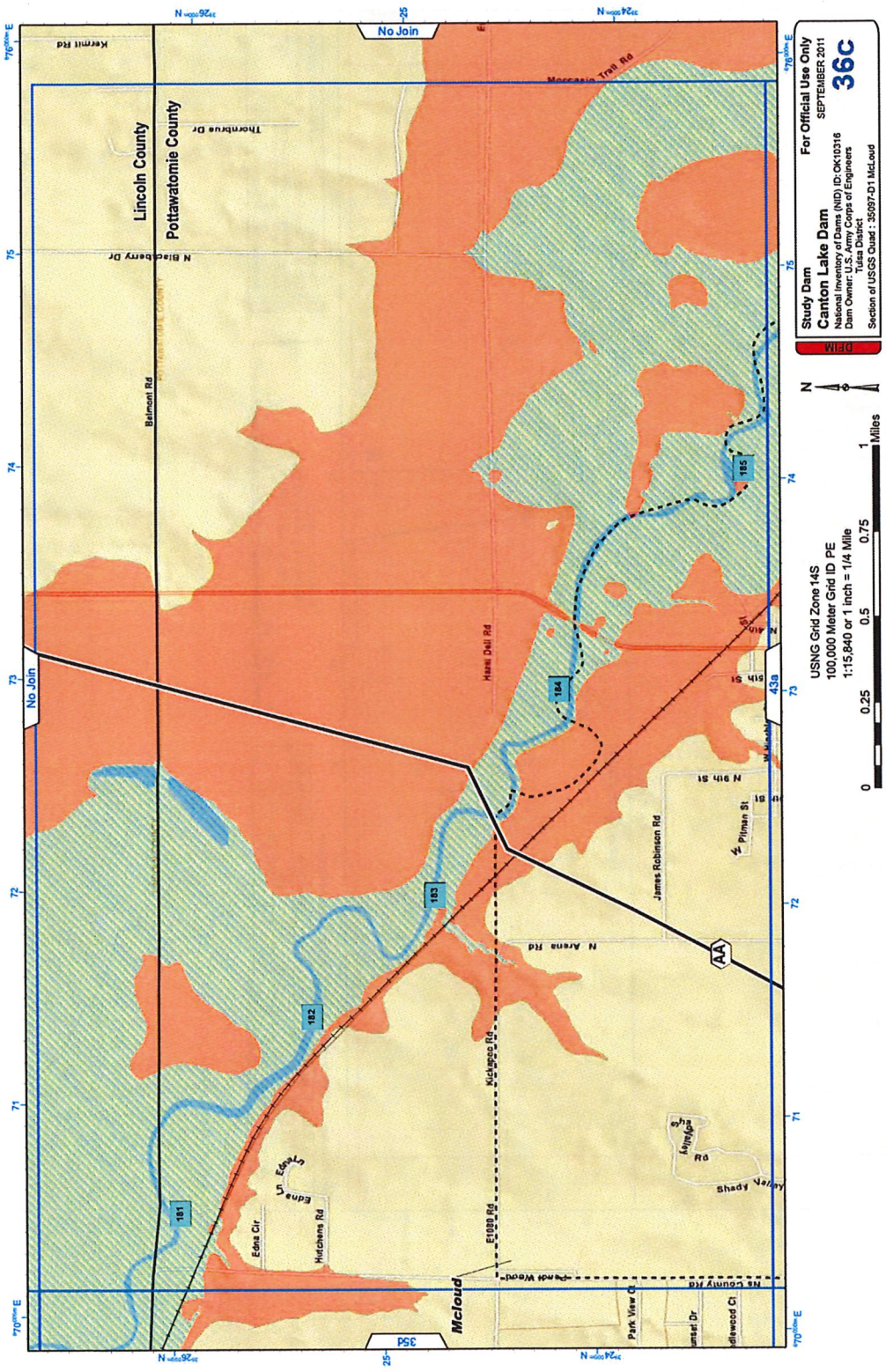


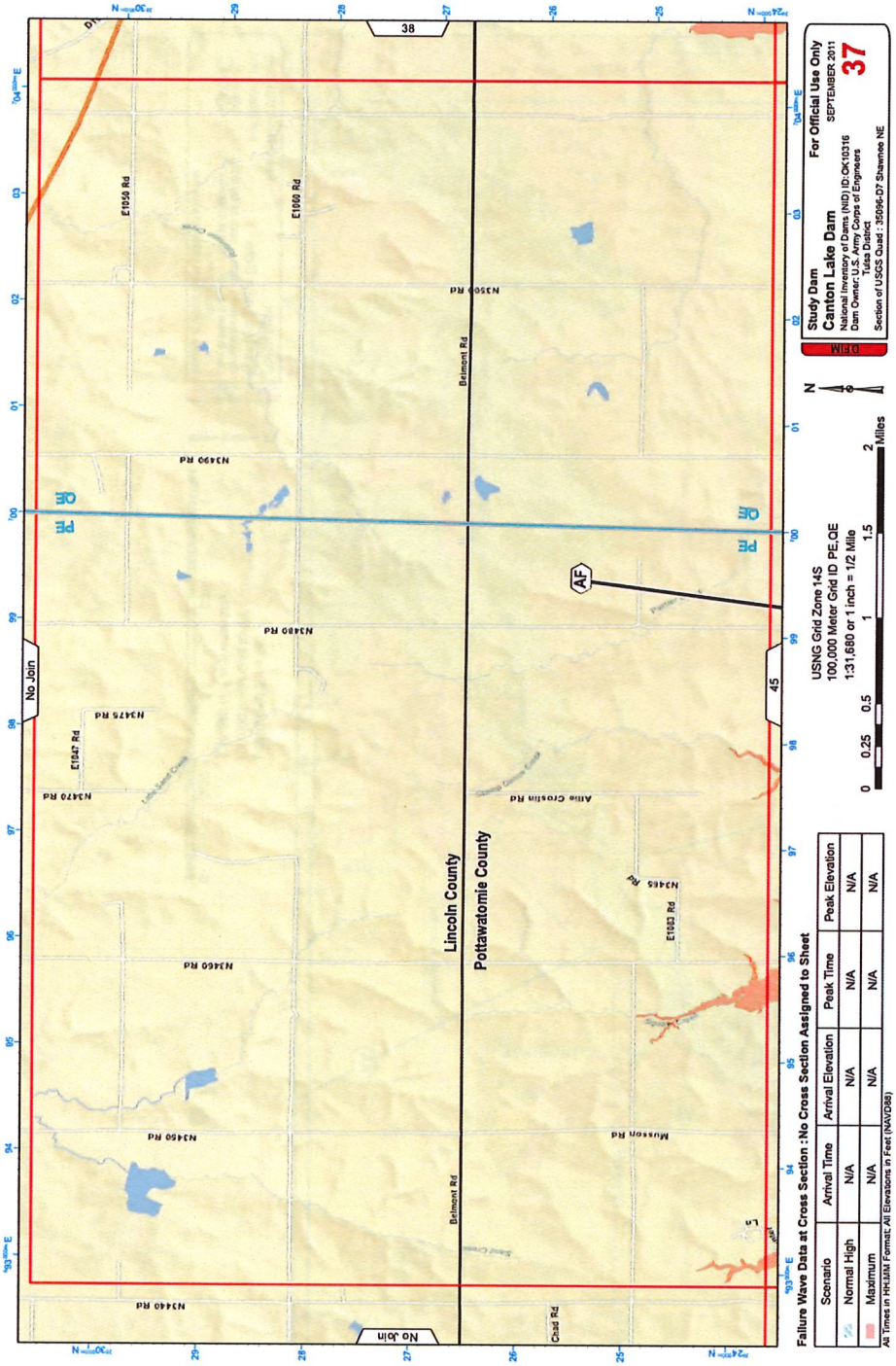
This map shows where the inundation area begins in northwest unincorporated Pottawatomie County near McLoud. Cross section Z is in Oklahoma County and the Failure Wave times is included. This approximate time gives the planning area an estimate on when the failure wave would enter Pottawatomie County.

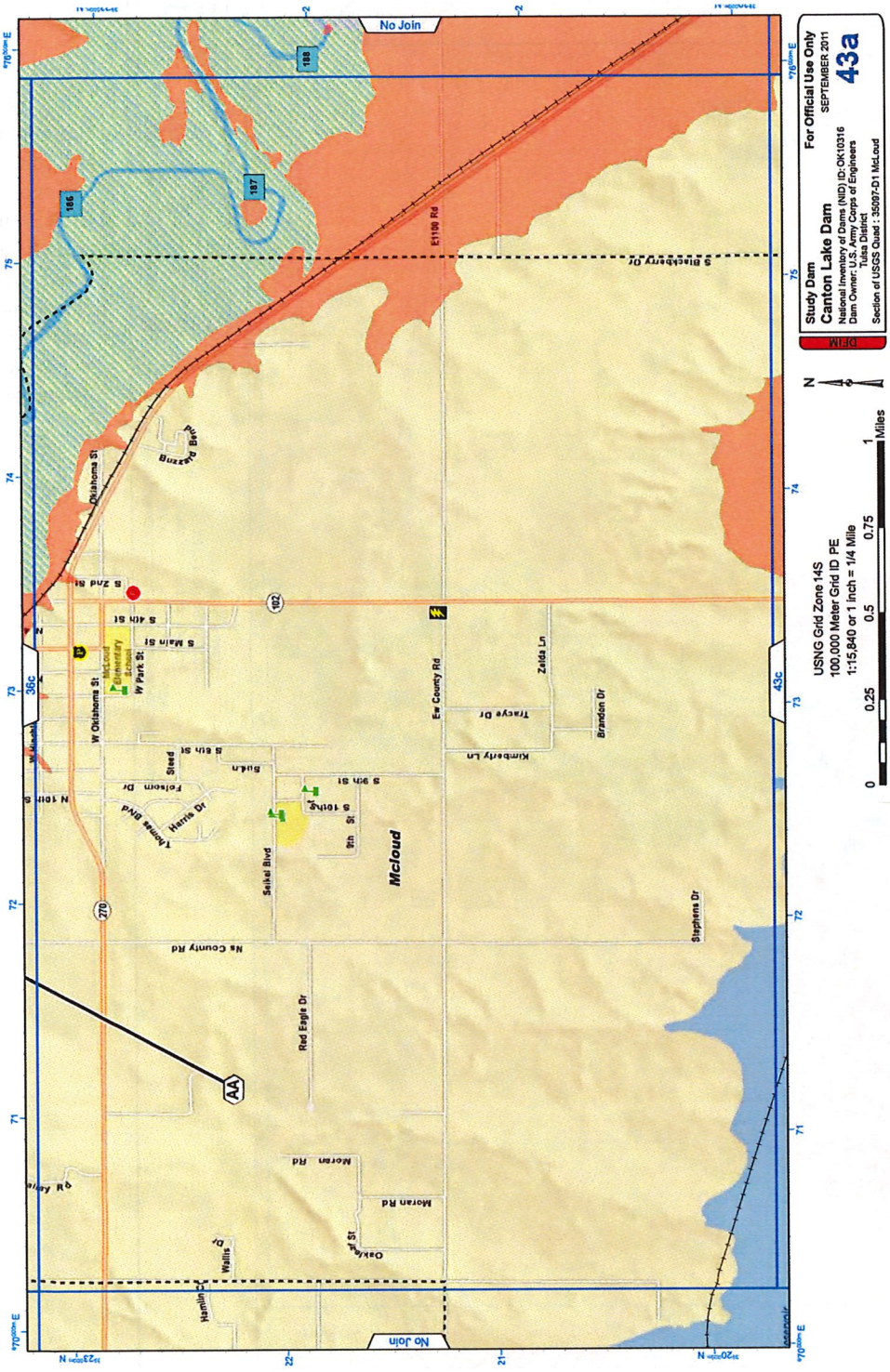

Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D2 Harrah
For Official Use Only
SEPTEMBER 2011
35d
DFIRM
Lincoln County
Pottawatomie County
Oklahoma County
Lincoln County
Pottawatomie County
Oklahoma County
Harrah
Harrah
McLoud
E Reno Ave
E Reno Ave
E County Rd
SE 15th St
SE 15th St
SE 8th St
Del Rey Rd
Cedar St
Crestwood Rd
Yoachum Rd
Hopper Ln
Wallen Ln
Park View Ct
Sunset Dr
Candlewood Ct
Rhonda Rd
Midway Dr
Woodcrest Dr
Rolling Hills Dr
Aaron Dr
Ferguson
S Dobbs Rd
Wingo Dr
Jenene St
Copperridge Ln
Ridge Dr
Liberty Ln
Final Creek Dr
No Join
No Join
35b
36c
180
270
USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:15,840 or 1 inch = 1/4 Mile
0
0.25
0.5
0.75
1
Miles
N

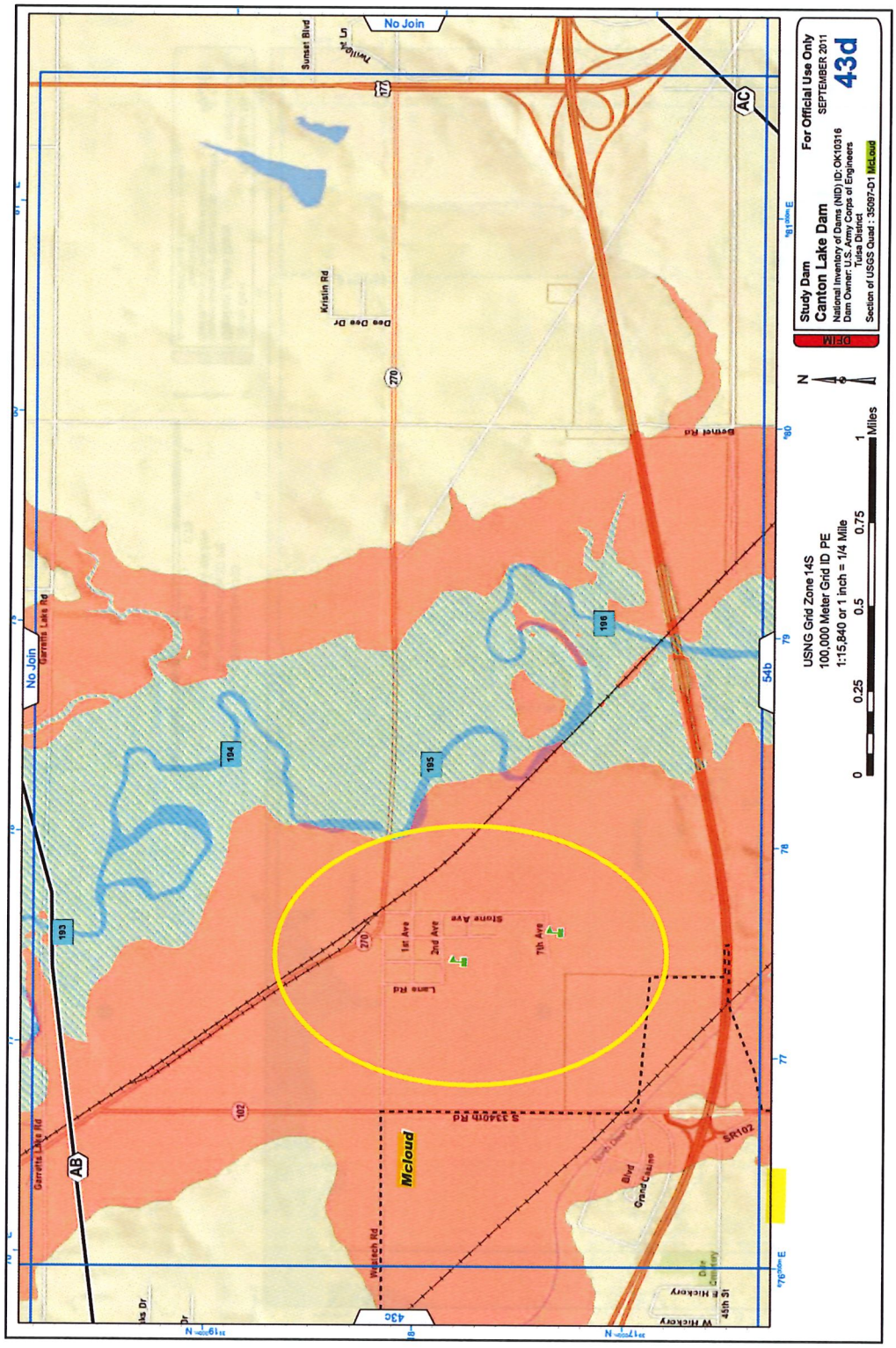


This cross section AA gives the failure wave times for McLoud. According to this map, 5 roadways and 1 railroad would be inundated.

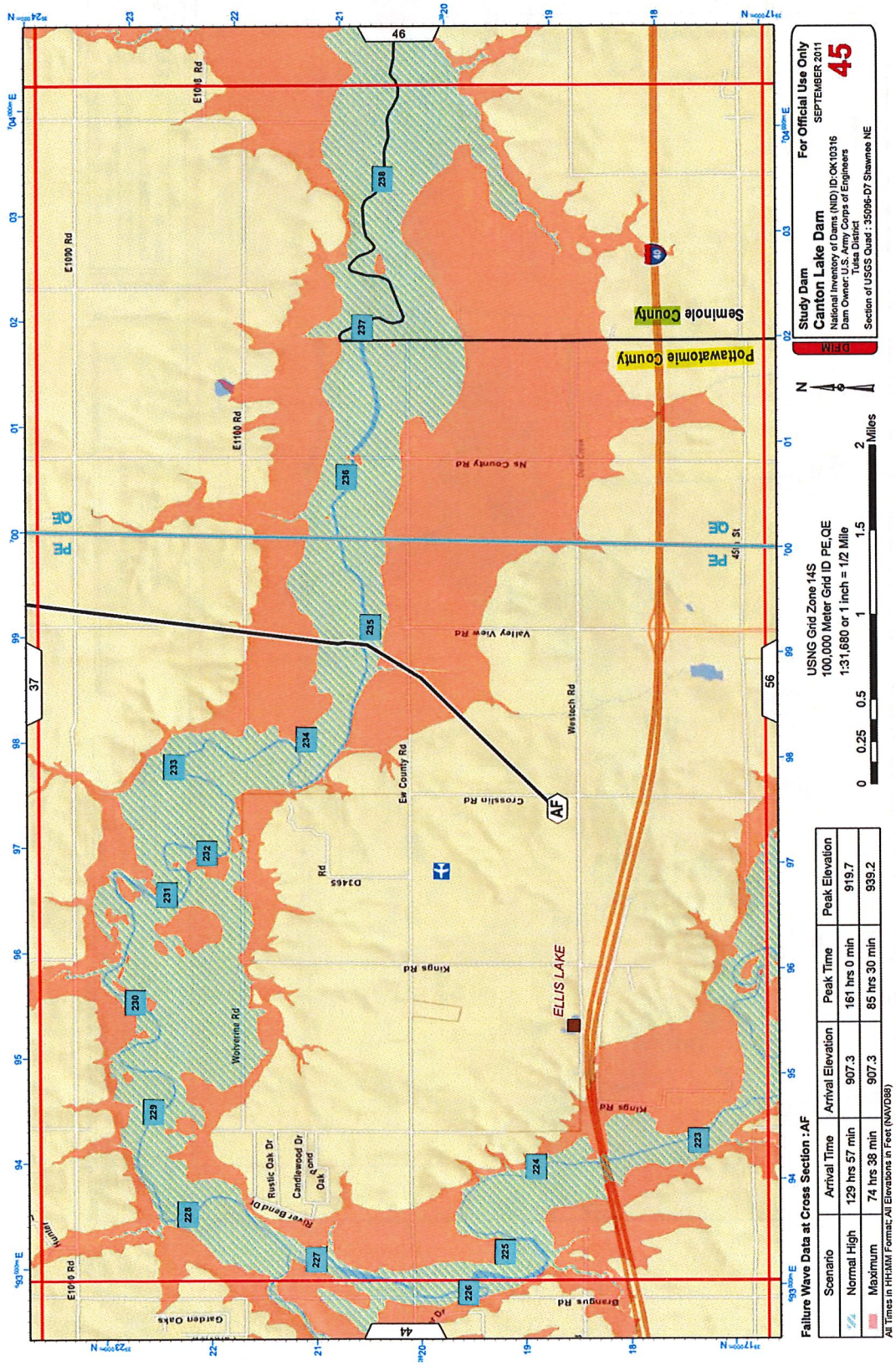

Lincoln County
Pottawatomie County
No Join
No Join
Mccasin Trail Rd
Kermit Rd
Thornbrue Dr
N Blackberry Dr
Belmont Rd
Hass Dell Rd
James Robinson Rd
N Arena Rd
Kickapoo Rd
E1080 Rd
N 9th St
W Pitman St
Edna Cir
Edna Ln
Hutchens Rd
Shady Valley Rd
Park View Ct
Ne County Rd
McLoud
181
182
183
184
185
43a
35d
AA
Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D1 McLoud
DELM
For Official Use Only
SEPTEMBER 2011
36c
N
USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:15,840 or 1 inch = 1/4 Mile
0
0.25
0.5
0.75
1
Miles

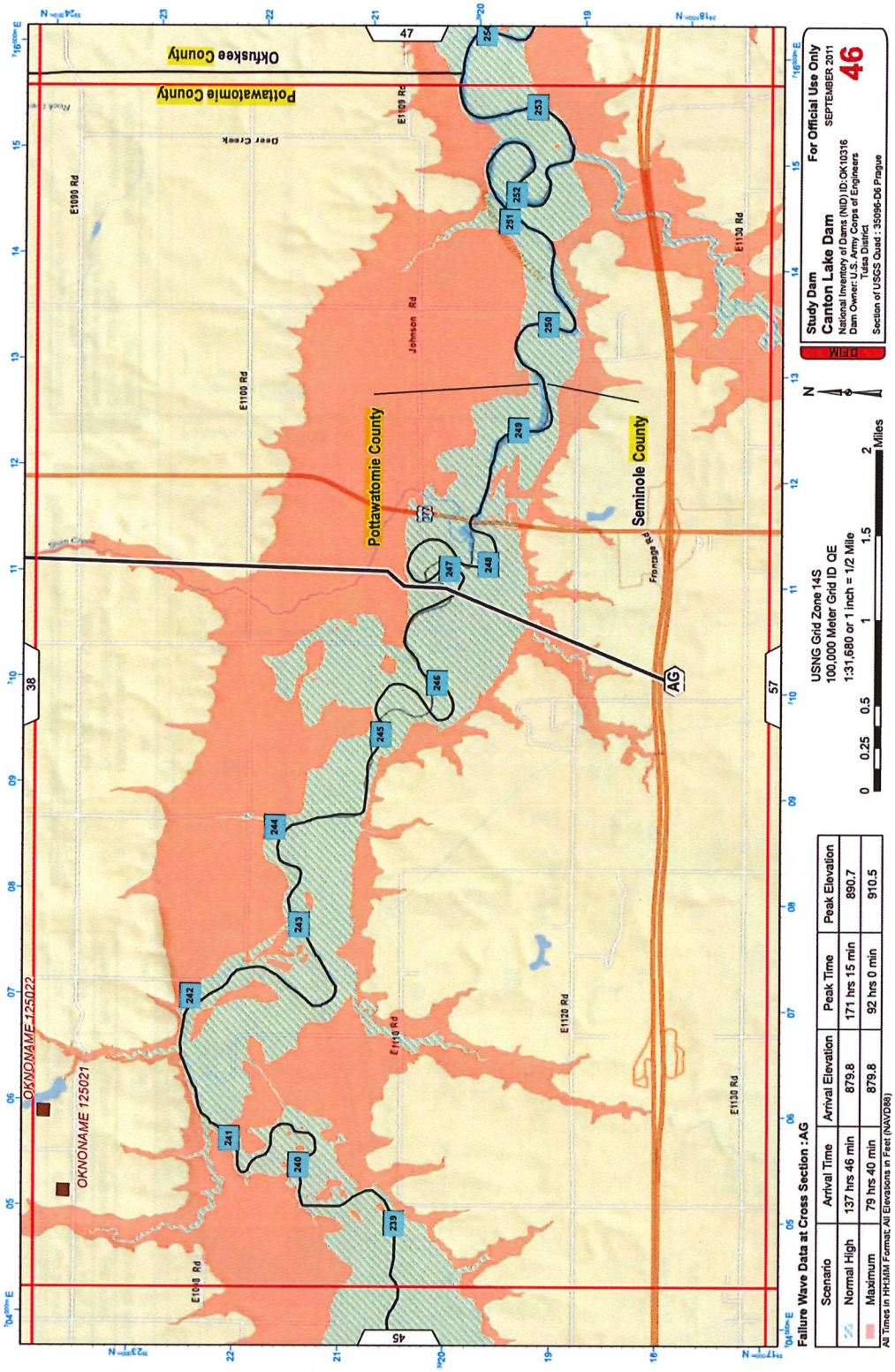

Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D7 Shawnee NE
For Official Use Only
SEPTEMBER 2011
37
NEO
USNG Grid Zone 14S
100,000 Meter Grid ID: PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles
N
Failure Wave Data at Cross Section : No Cross Section Assigned to Sheet
Scenario | Arrival Time | Arrival Elevation | Peak Time | Peak Elevation
Normal High | N/A | N/A | N/A | N/A
Maximum | N/A | N/A | N/A | N/A
All Times in HH:MM Format; All Elevations in Feet (NAVD88)
Lincoln County
Pottawatomie County
E1050 Rd
E1000 Rd
E1047 Rd
E1003 Rd
N3500 Rd
N3490 Rd
N3480 Rd
N3475 Rd
N3470 Rd
N3460 Rd
N3450 Rd
N3440 Rd
Belmont Rd
Allie Crosbin Rd
Mission Rd
Child Rd
No Join
45
38
AF
PE
DR

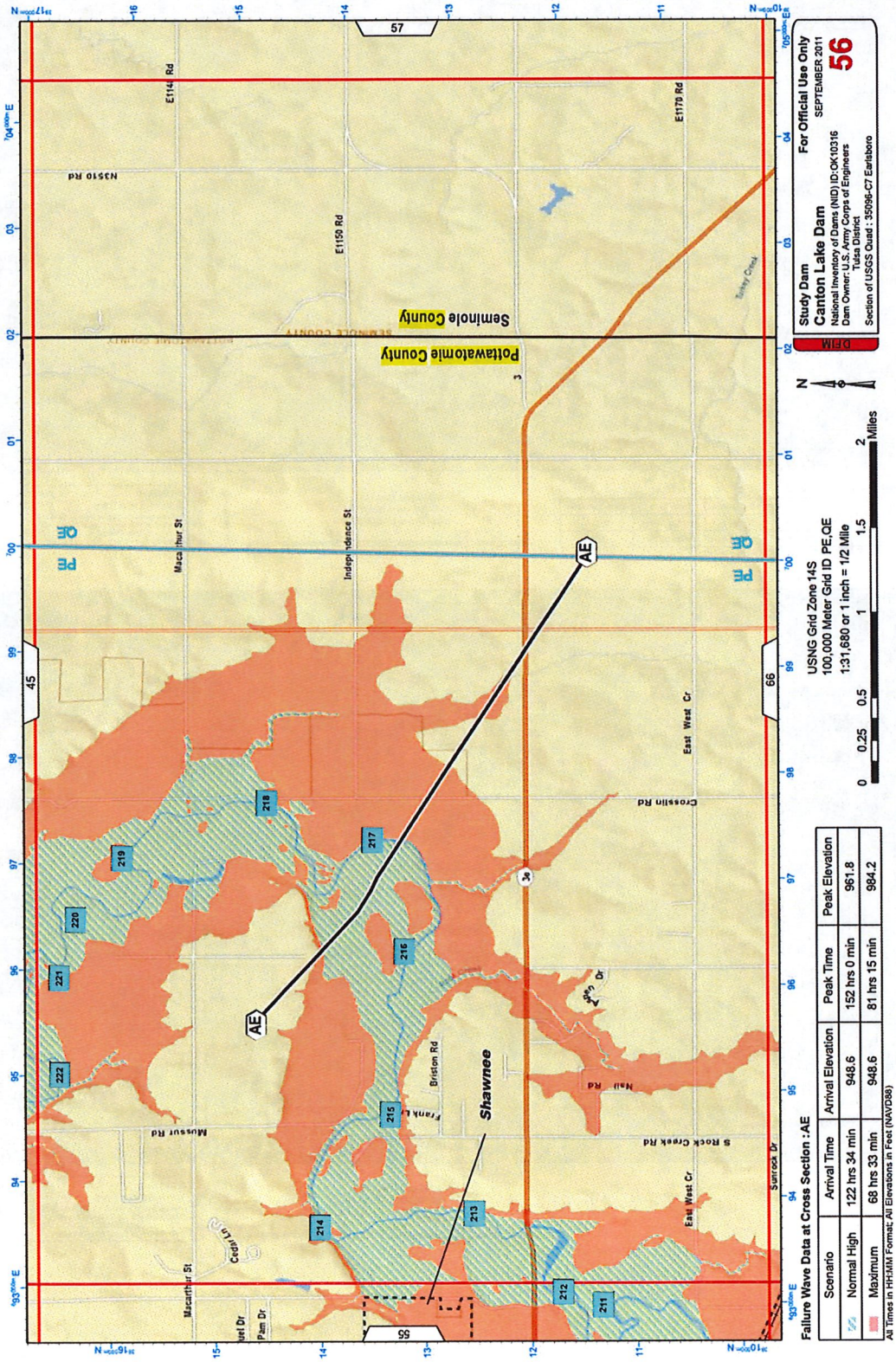

For Official Use Only
SEPTEMBER 2011
43a
Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D1 McLoud
DFIRM
USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:15,840 or 1 Inch = 1/4 Mile
0 0.25 0.5 0.75 1 Miles
N
No Join
No Join
McLoud
E1100 Rd
S Blackberry Dr
Oklahoma St
S 2nd St
S 4th St
S Main St
W Park St
McLoud Elementary School
W Oklahoma St
E W County Rd
Zelda Ln
Tracye Dr
Brandon Dr
Kimberly Ln
S 9th St
S 10th St
Selkirk Blvd
Stephens Dr
N 8th St
N 10th St
Red Eagle Dr
N 8 County Rd
Moran Rd
Hamlin Dr
Wallis Dr
Oak Ln
Buzzard Park
Sleep Hollow Blvd
Folsom Dr
Harris Dr
Sutton Dr
Steed Dr
185
186
187
188
102
270
AA
36c
43c

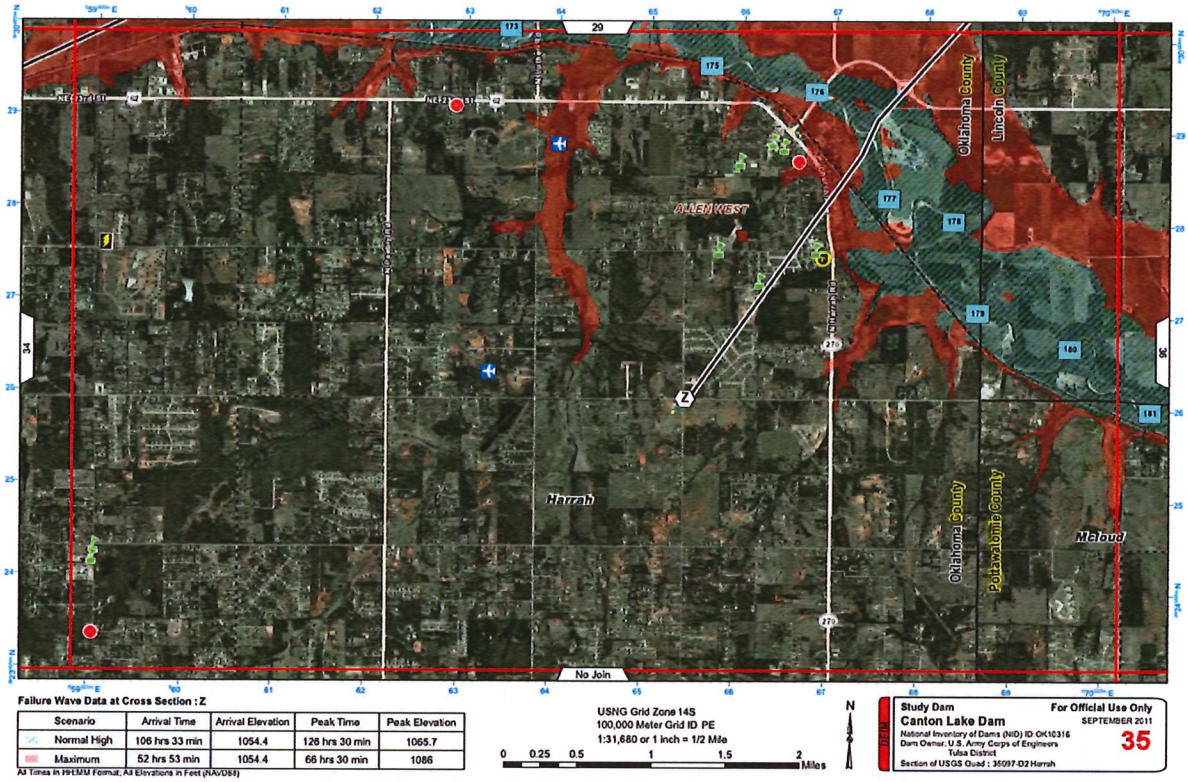


This map shows the inundation area east of McLoud and unincorporated Pottawatomie County, which includes the unincorporated community of Dale, highlighted by the yellow oval. Dale PS is shown by the bright green flags.


Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D7 Shawnee NE
For Official Use Only
SEPTEMBER 2011
45
DFIRM
Pottawatomie County
Seminole County
USNG Grid Zone 14S
100,000 Meter Grid ID PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles
N
ELLIS LAKE
AF
E1090 Rd
E1100 Rd
E1080 Rd
E1070 Rd
Ns County Rd
Ew County Rd
Crossin Rd
Valley View Rd
Westech Rd
Kings Rd
Wolverine Rd
Rustic Oak Dr
Candlewood Dr
Oak Bend Dr
Garden Oaks
Hunter
Brangus Rd
D3465 Rd
Dale Creek
Failure Wave Data at Cross Section : AF
Scenario | Arrival Time | Arrival Elevation | Peak Time | Peak Elevation
Normal High | 129 hrs 57 min | 907.3 | 161 hrs 0 min | 919.7
Maximum | 74 hrs 38 min | 907.3 | 85 hrs 30 min | 939.2
All Times in HH:MM Format; All Elevations in Feet (NAVD88)


Okfuskee County
Pottawatomie County
Seminole County
Deer Creek
E1090 Rd
E1100 Rd
E1110 Rd
E1120 Rd
E1130 Rd
Johnson Rd
Frontage Rd
OKNONAME 125022
OKNONAME 125021
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
45
47
38
57
AG
Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D6 Prague
For Official Use Only
SEPTEMBER 2011
46
DFIRM
USNG Grid Zone 14S
100,000 Meter Grid ID QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles
N
Failure Wave Data at Cross Section : AG
Scenario | Arrival Time | Arrival Elevation | Peak Time | Peak Elevation
Normal High | 137 hrs 46 min | 879.8 | 171 hrs 15 min | 890.7
Maximum | 79 hrs 40 min | 879.8 | 92 hrs 0 min | 910.5
All Times in HH:MM Format; All Elevations in Feet (NAVD88)


Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID:OK10316
Dam Owner: U.S. Army Corps of Engineers
Type: Earth
Section of USGS Quad : 35096-C7 Earlsboro
For Official Use Only
SEPTEMBER 2011
56
DFIRM
Pottawatomie County
Seminole County
Shawnee
AE
PE
USNG Grid Zone 14S
100,000 Meter Grid ID PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles
N
Failure Wave Data at Cross Section : AE
Scenario | Arrival Time | Arrival Elevation | Peak Time | Peak Elevation
Normal High | 122 hrs 34 min | 948.6 | 152 hrs 0 min | 961.8
Maximum | 68 hrs 33 min | 948.6 | 81 hrs 15 min | 984.2
All Times in HH:MM Format; All Elevations in Feet (NAVD88)



Failure Wave Data at Cross Section : Z

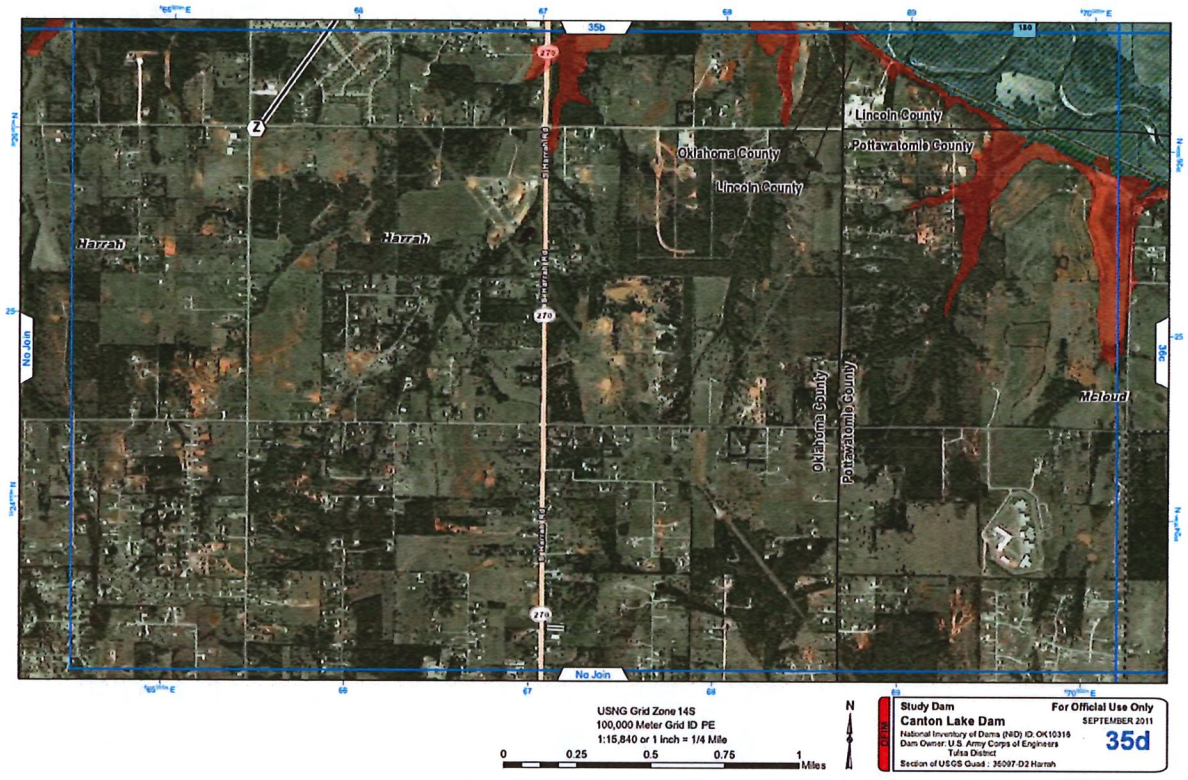
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	106 hrs 33 min	1054.4	126 hrs 30 min	1065.7
Maximum	52 hrs 53 min	1054.4	66 hrs 30 min	1086

All Times in HHMM Format; All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

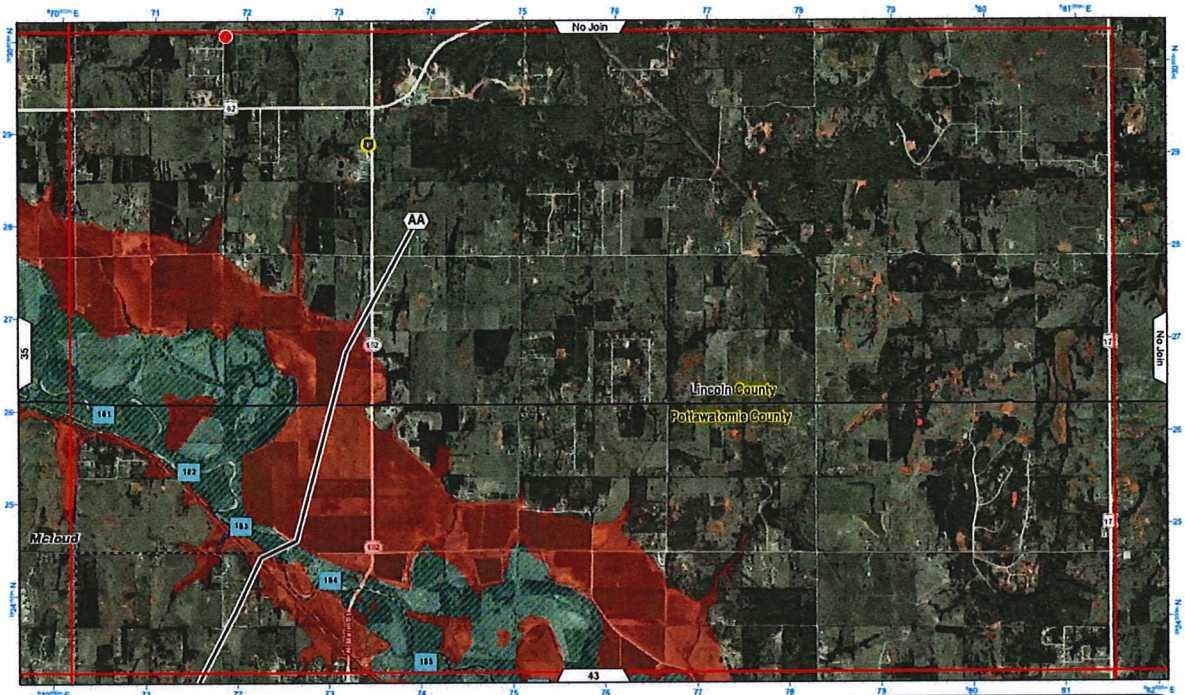
Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D2 Harrah
35



USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:15,840 or 1 inch = 1/4 Mile
0 0.25 0.5 0.75 1 Miles

N

Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D2 Harrah
35d



Failure Wave Data at Cross Section : AA

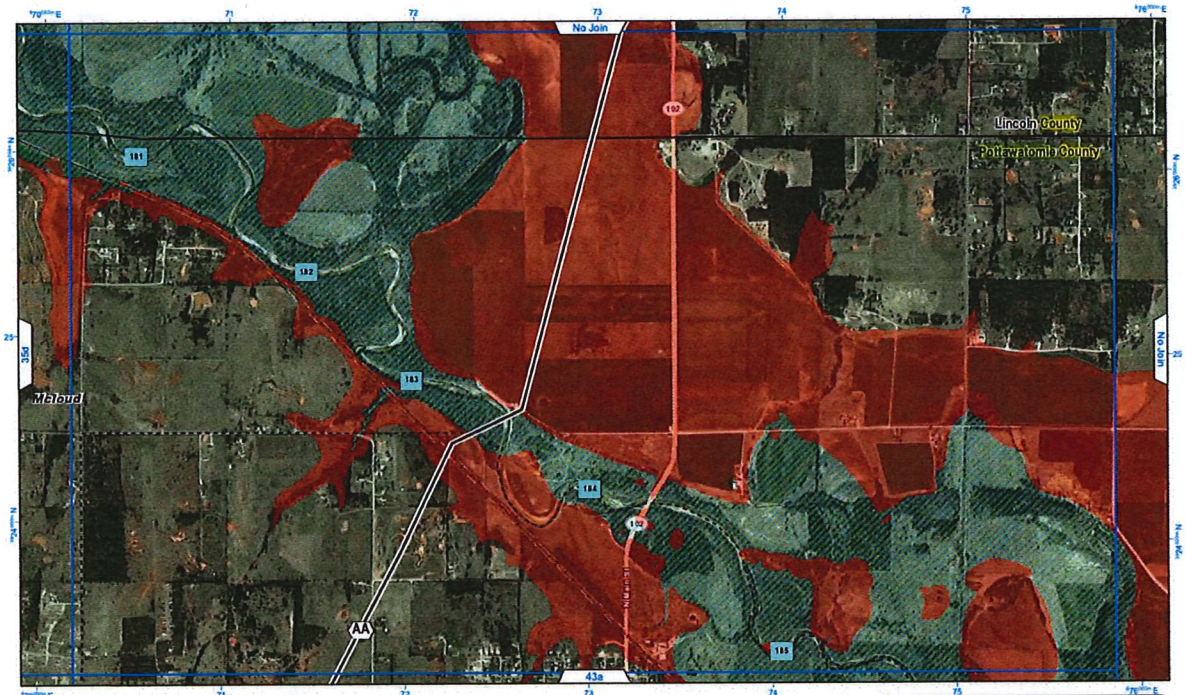
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	109 hrs 23 min	1038.6	131 hrs 15 min	1054
Maximum	55 hrs 42 min	1038.6	67 hrs 45 min	1072.5

All Times in HHMM Format, All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

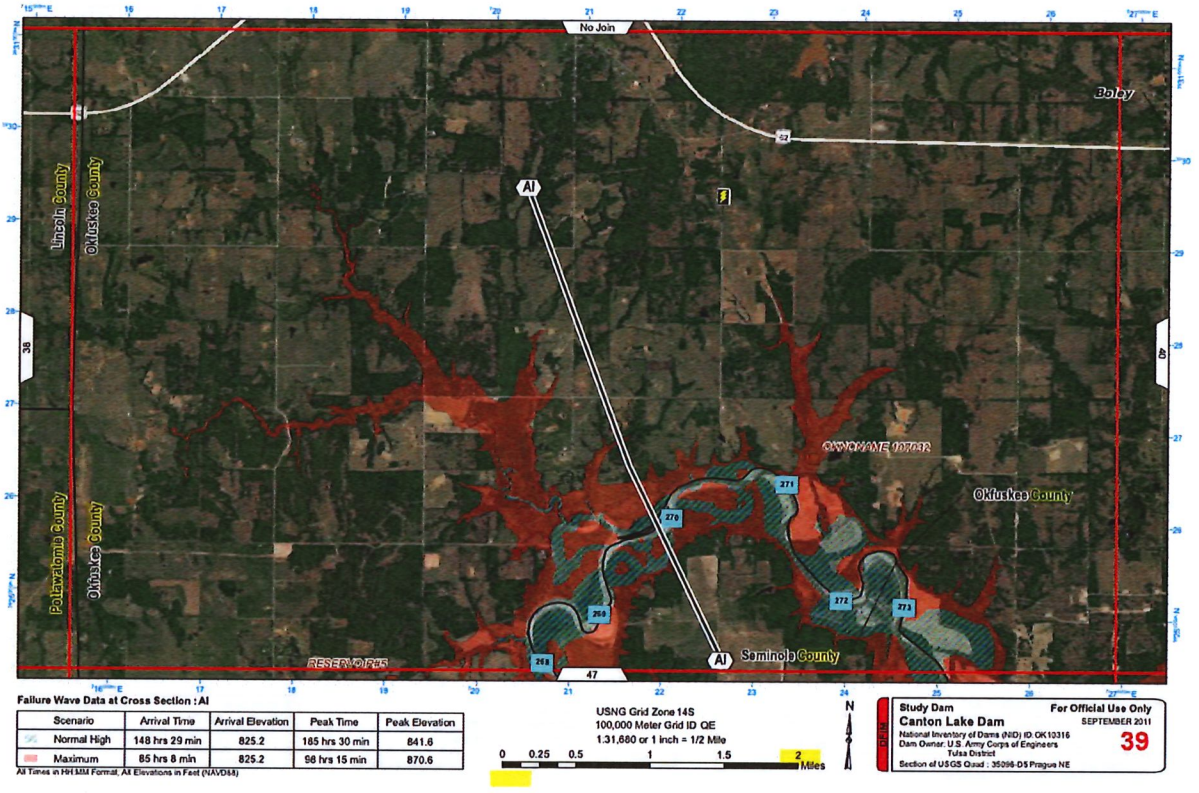
Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D1 McLoud
36



USNG Grid Zone 14S
100,000 Meter Grid ID PE
1:15,840 or 1 inch = 1/4 Mile
0 0.25 0.5 0.75 1 Miles

N

Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35097-D1 McLoud
36c



Failure Wave Data at Cross Section : AI

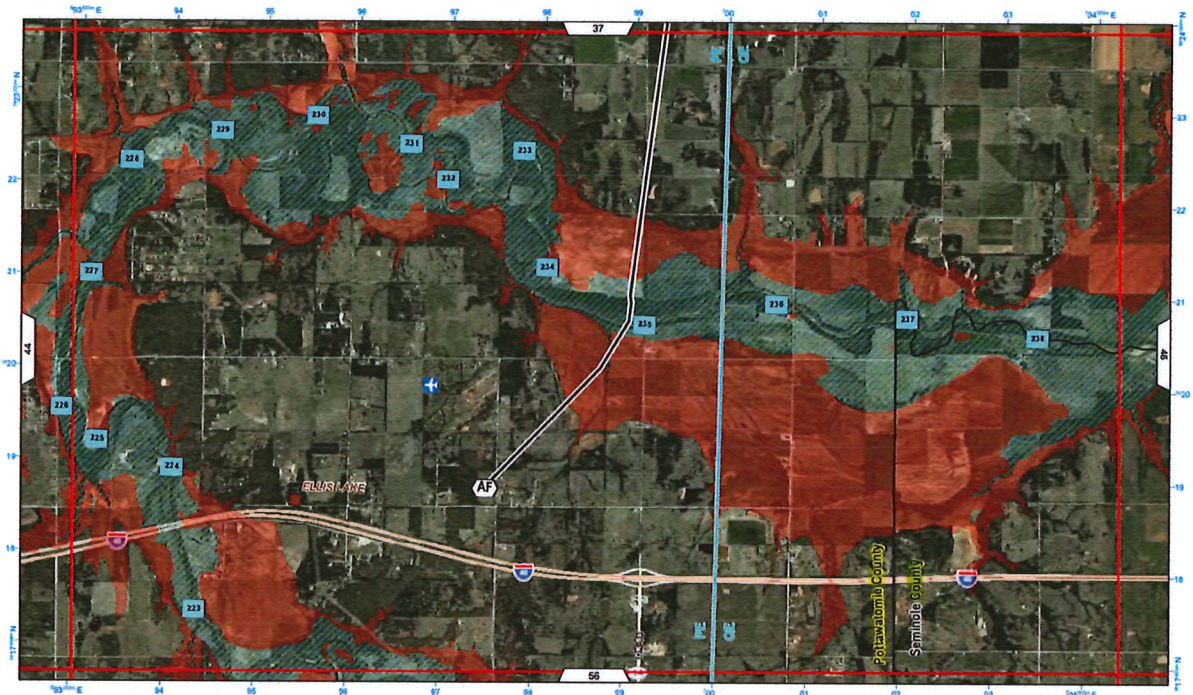
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	148 hrs 29 min	825.2	185 hrs 30 min	841.6
Maximum	85 hrs 8 min	825.2	98 hrs 15 min	870.6

All Times in HH:MM Format, All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D5 Prague NE
39



Failure Wave Data at Cross Section : AF

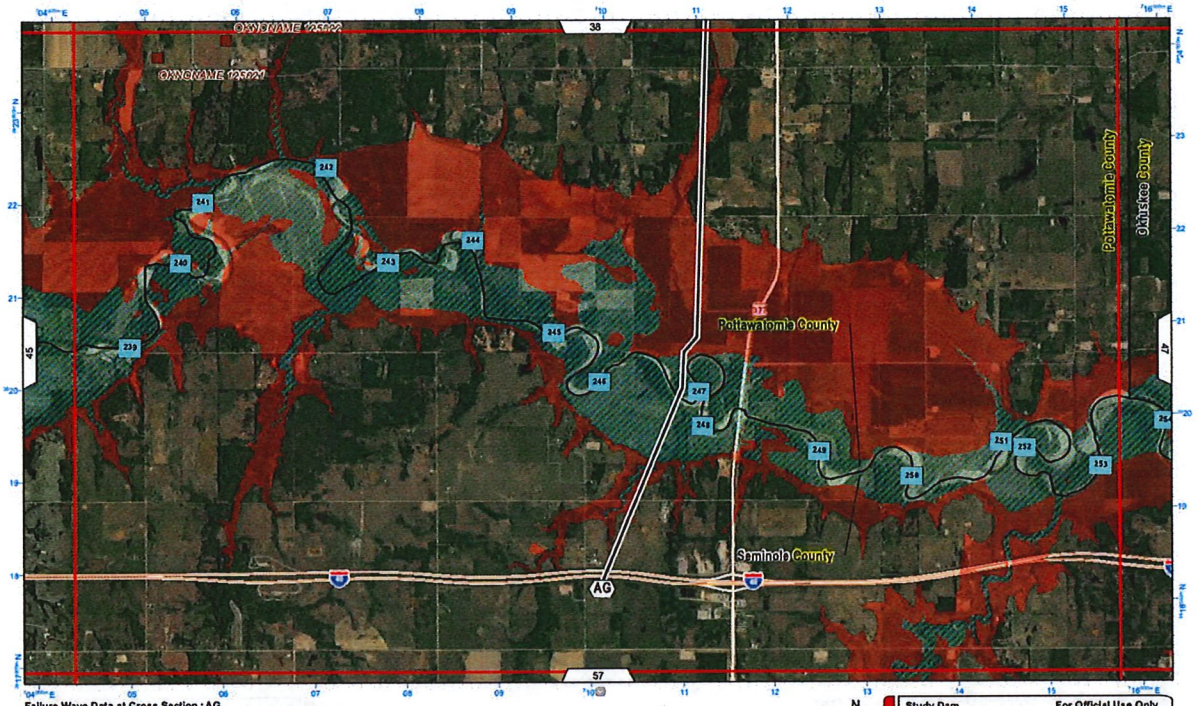
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	129 hrs 57 min	907.3	161 hrs 0 min	919.7
Maximum	74 hrs 38 min	907.3	85 hrs 30 min	939.2

All Times in HH:MM Format, All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D7 Shawnee NE
45



Failure Wave Data at Cross Section : AG

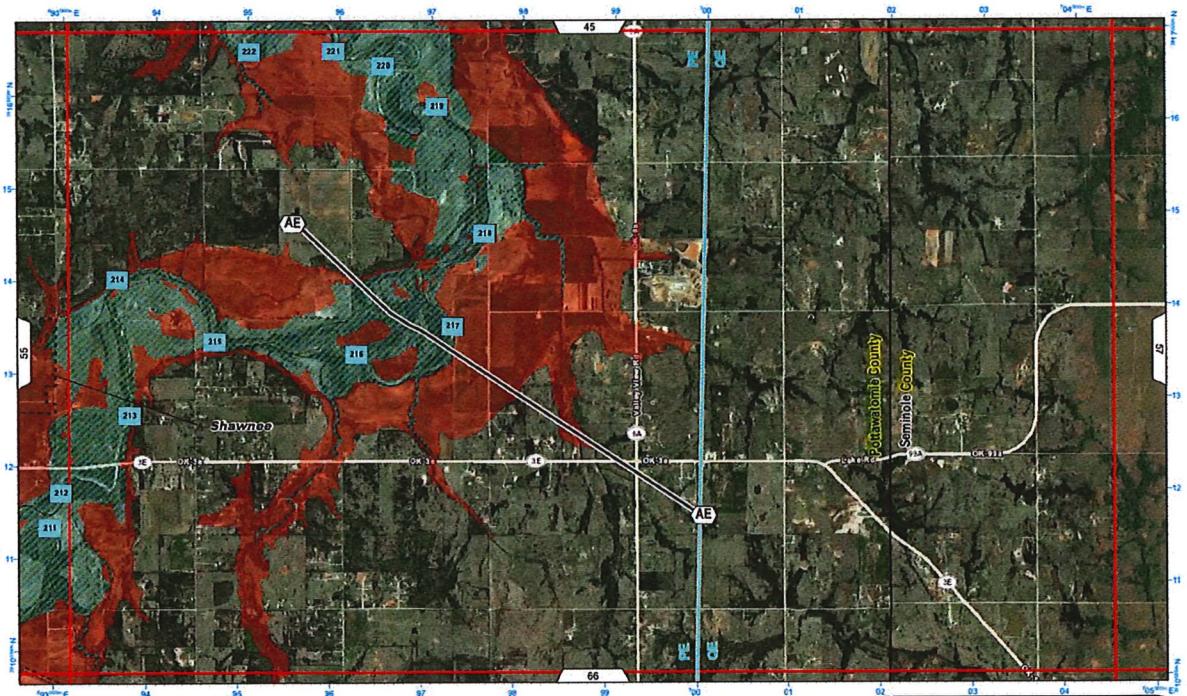
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	137 hrs 46 min	879.8	171 hrs 15 min	890.7
Maximum	79 hrs 40 min	879.8	92 hrs 0 min	910.5

All Times in HHMM Format; All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-D6 Prague
46



Failure Wave Data at Cross Section : AE

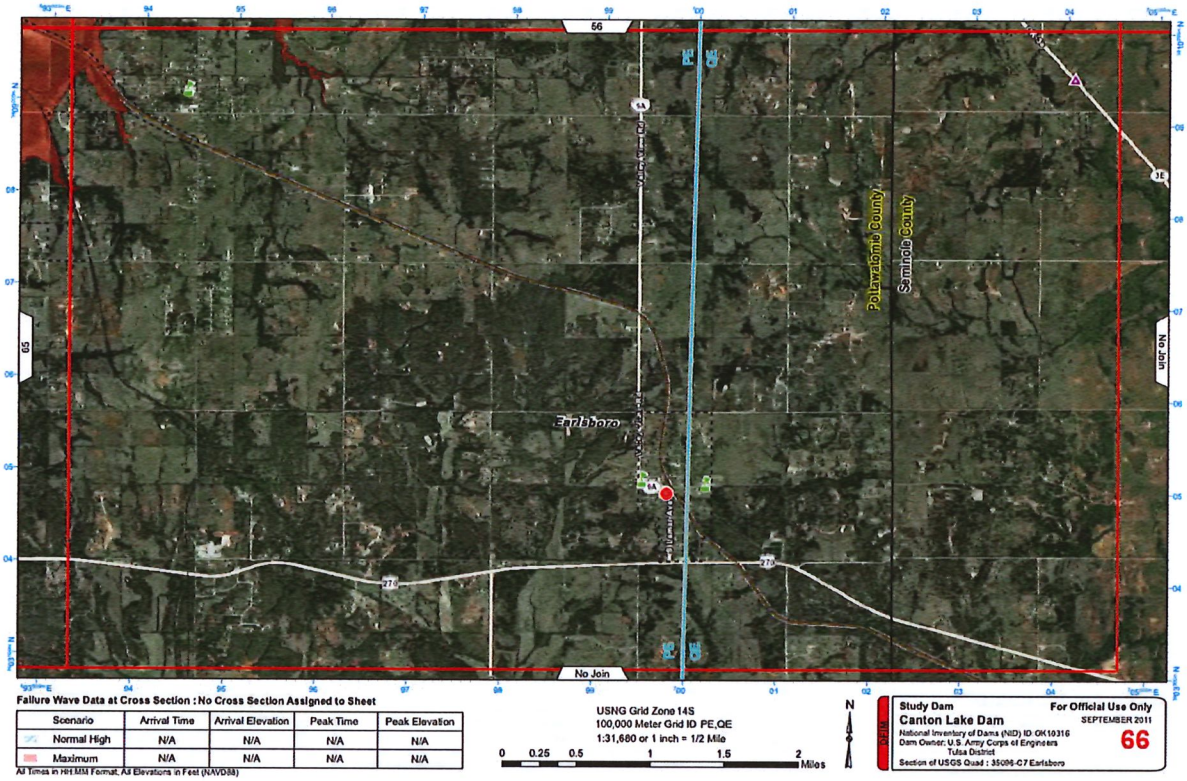
Scenario	Arrival Time	Arrival Elevation	Peak Time	Peak Elevation
Normal High	122 hrs 34 min	948.6	152 hrs 0 min	961.8
Maximum	68 hrs 33 min	948.6	81 hrs 15 min	984.2

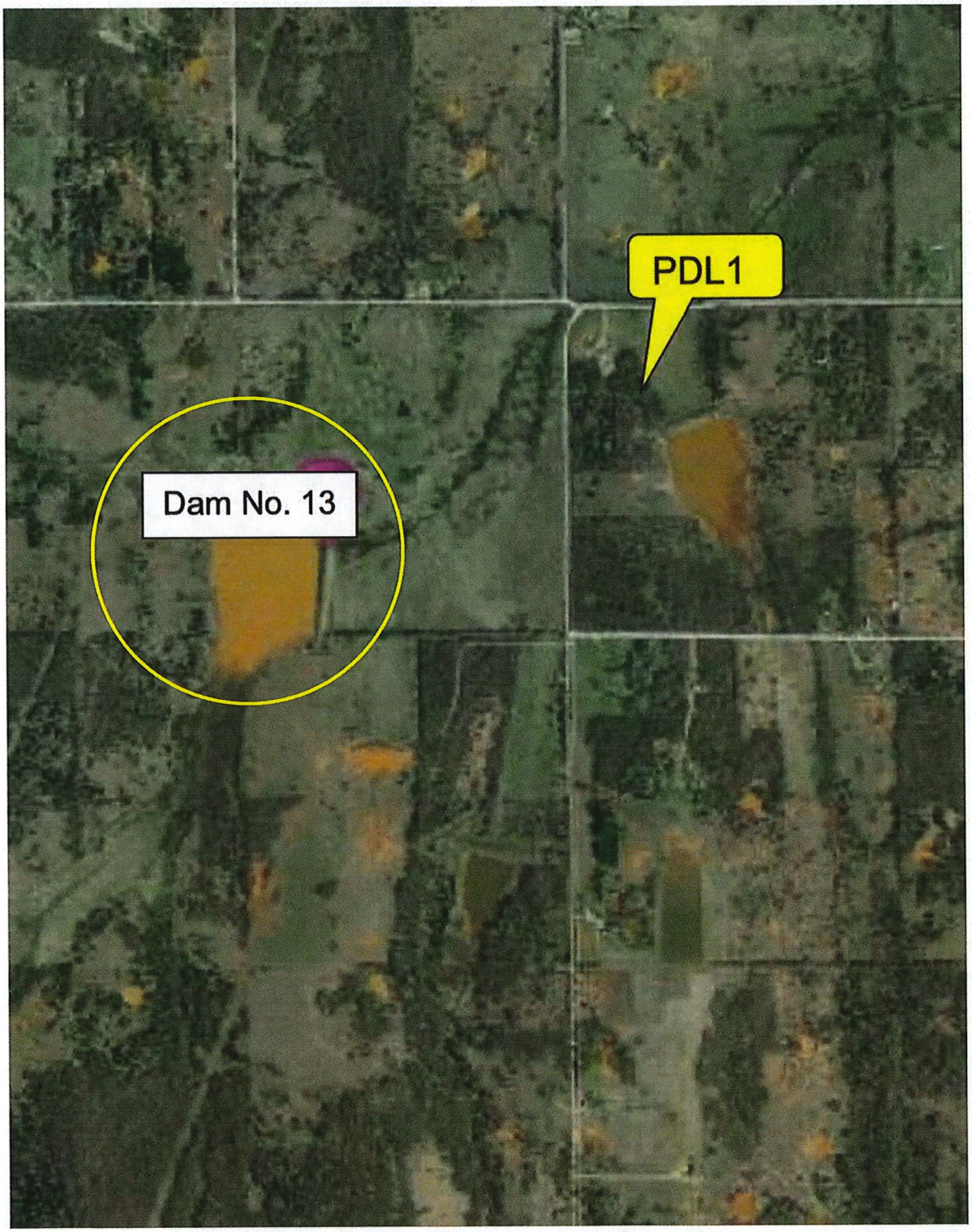
All Times in HHMM Format; All Elevations in Feet (NAVD88)

USNG Grid Zone 14S
100,000 Meter Grid ID PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles

N

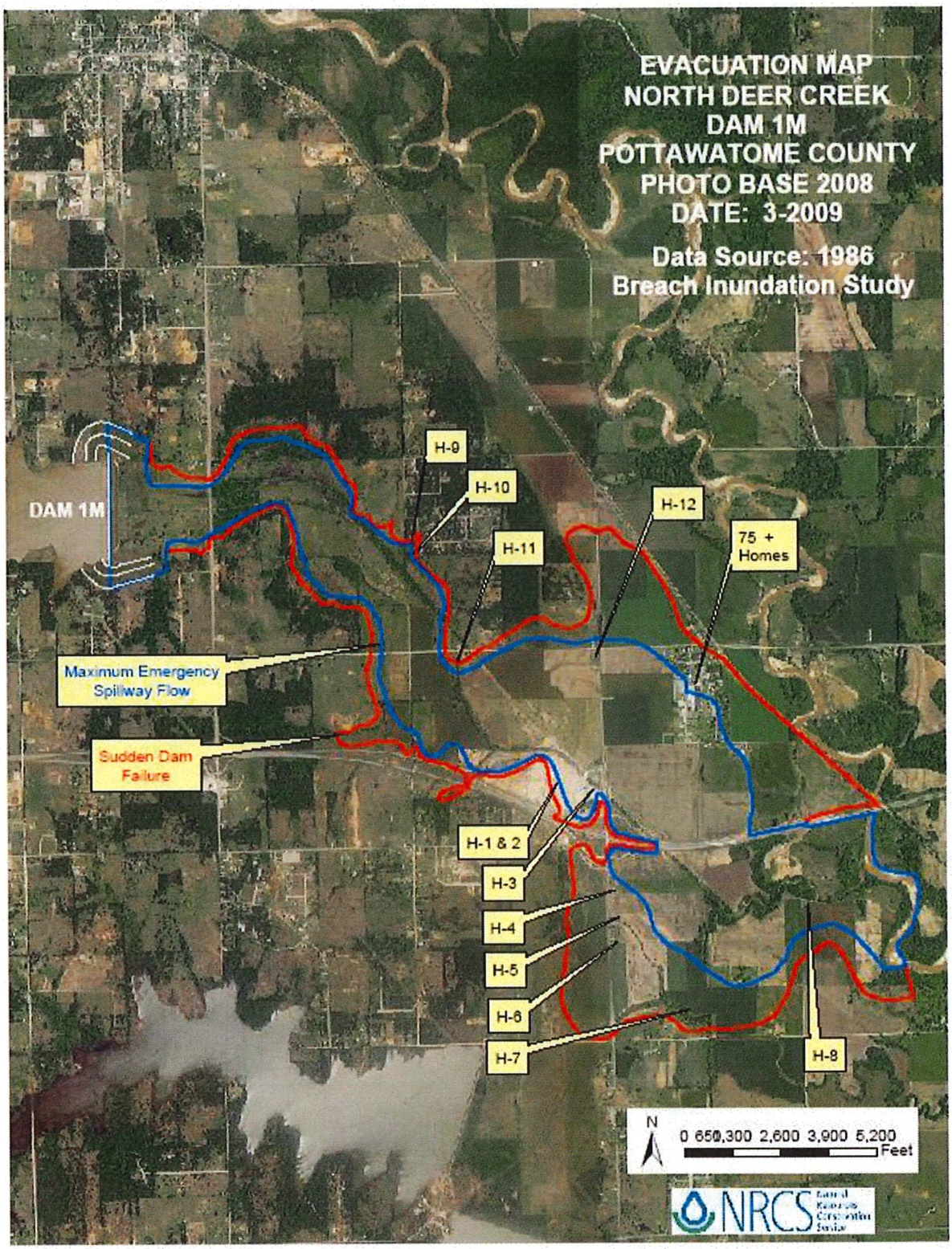
Study Dam — For Official Use Only
Canton Lake Dam — SEPTEMBER 2011
National Inventory of Dams (NID) ID: OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-C7 Earlsboro
56


56
65
No Join
Earlsboro
Pottawatomie County
Seminole County
No Join
Failure Wave Data at Cross Section : No Cross Section Assigned to Sheet
Scenario | Arrival Time | Arrival Elevation | Peak Time | Peak Elevation
Normal High | N/A | N/A | N/A | N/A
Maximum | N/A | N/A | N/A | N/A
All Times in HH:MM Format; All Elevations in Feet (NAVD88)
USNG Grid Zone 14S
100,000 Meter Grid ID PE,QE
1:31,680 or 1 inch = 1/2 Mile
0 0.25 0.5 1 1.5 2 Miles
N
Study Dam
Canton Lake Dam
National Inventory of Dams (NID) ID OK10316
Dam Owner: U.S. Army Corps of Engineers
Tulsa District
Section of USGS Quad : 35096-C7 Earlsboro
For Official Use Only
SEPTEMBER 2011
66



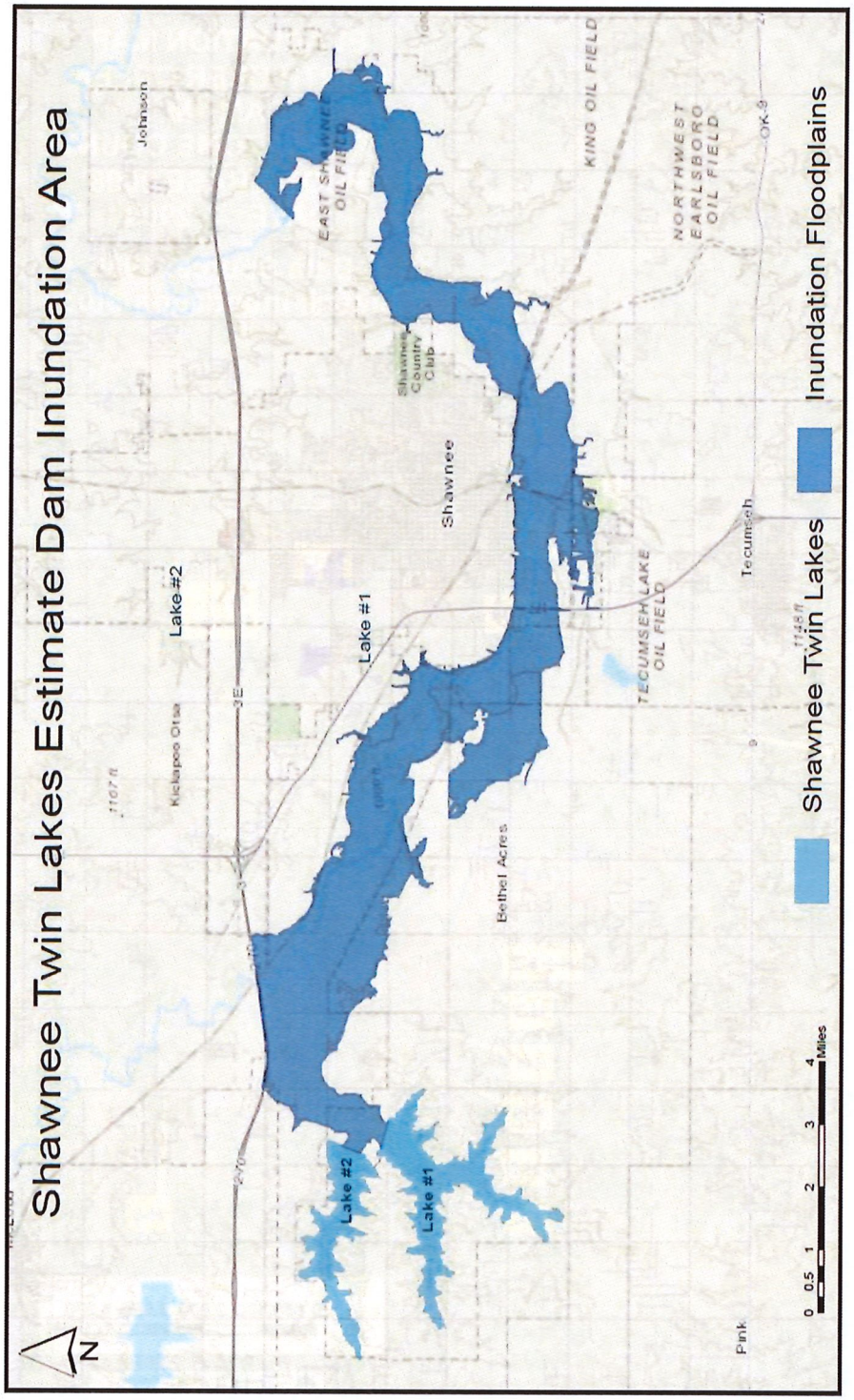
This map shows Salt Creek Site 13 and is from the Salt Creek Sites 13, 14, & 15 EAP. PDL1 was identified by the Konawa Conservation District as the only property that would be affected by a breach of these flood control dams.

This map shows Salt Creek Sites 14 and 15 and is from the Salt Creek Sites 13, 14 & 15 EAP. Notations regarding PDL #1 and the mobile home are comments from the Konawa Conservation District.



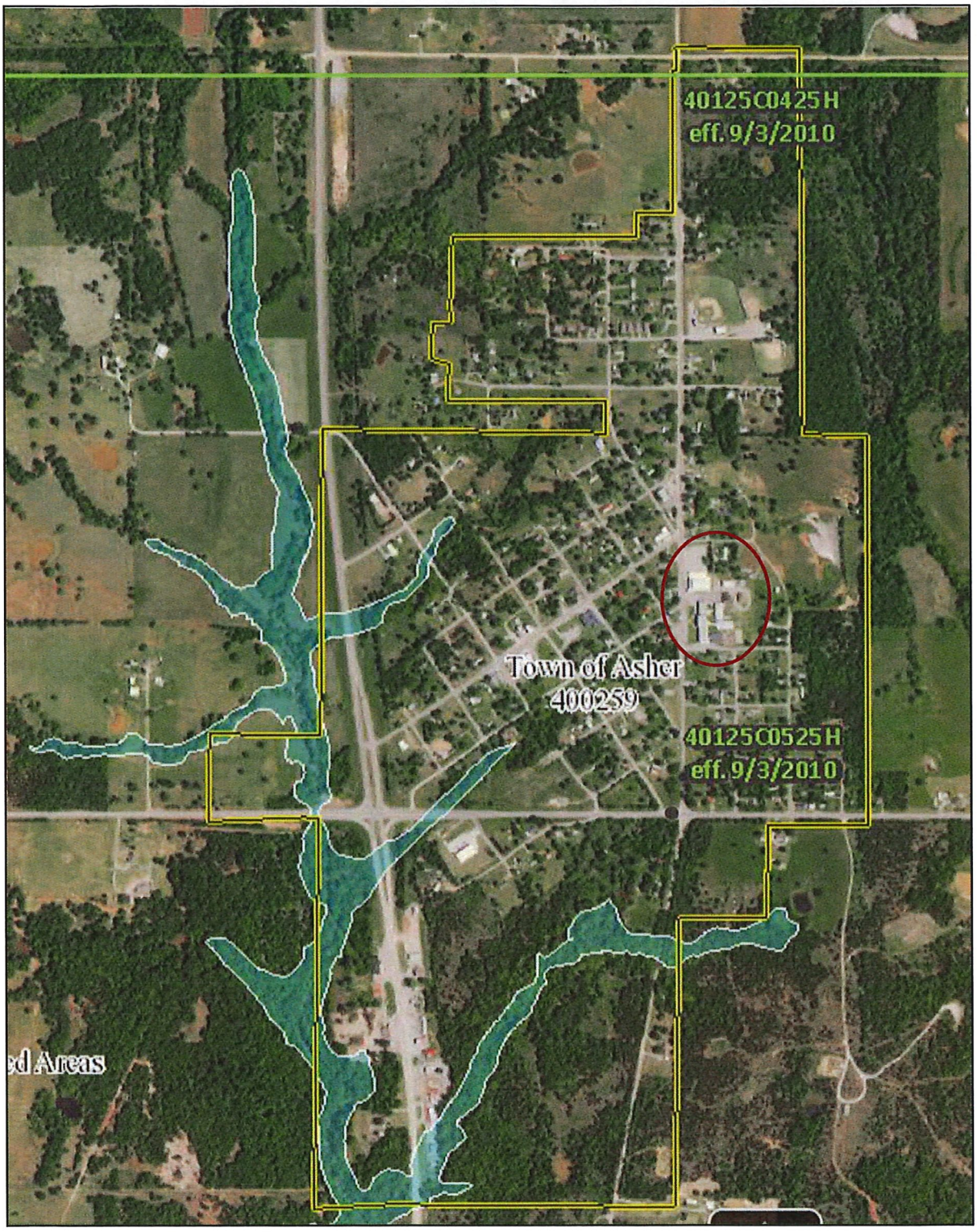
This map is included in the North Deer Creek 1M (Wes Watkins) EAP 2018 by the NRCS.

This map shows the inundation area for Shawnee Twin Lakes and is from the Twin Lakes Dam Breach EAP prepared by the City of Shawnee.

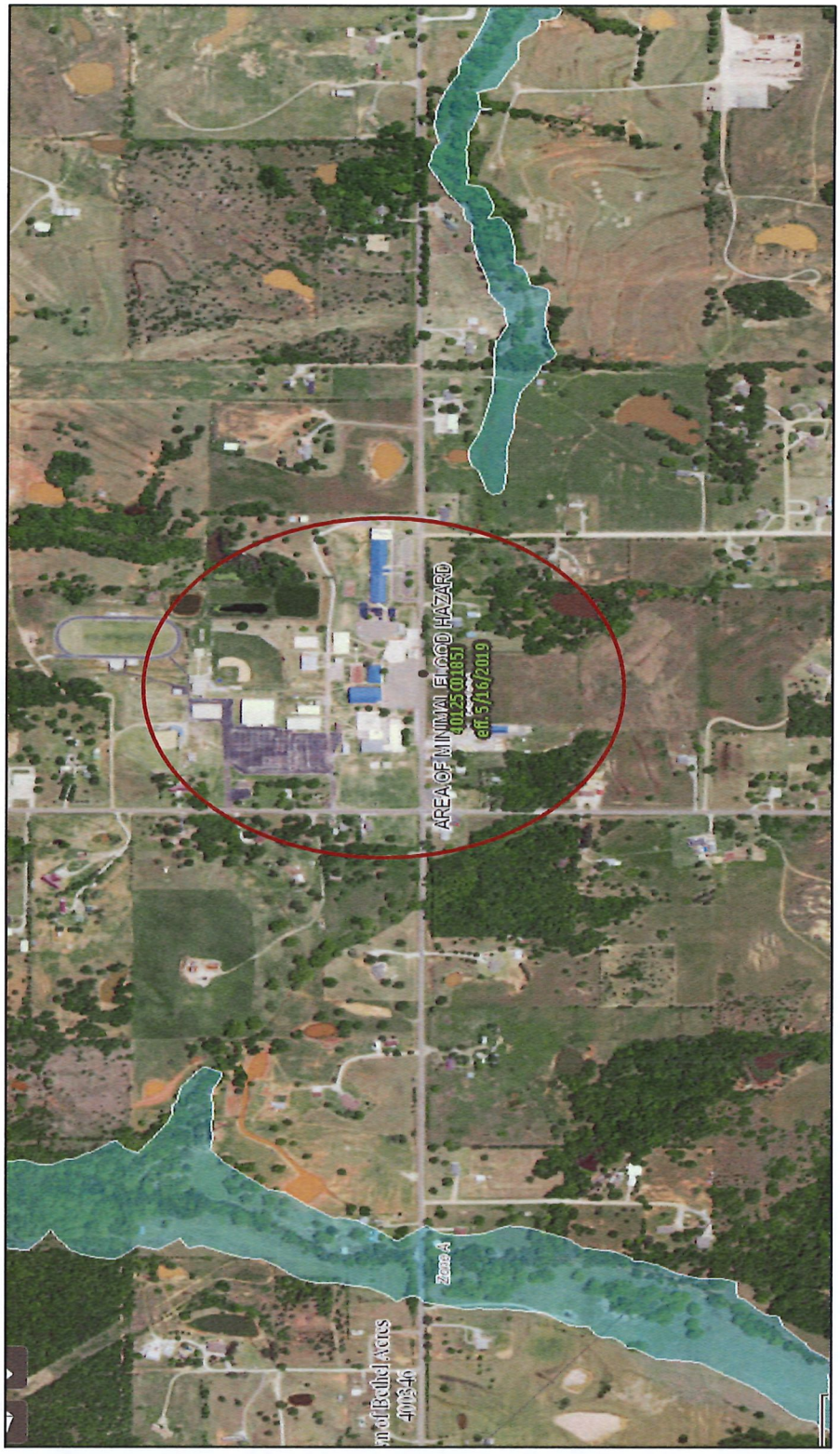


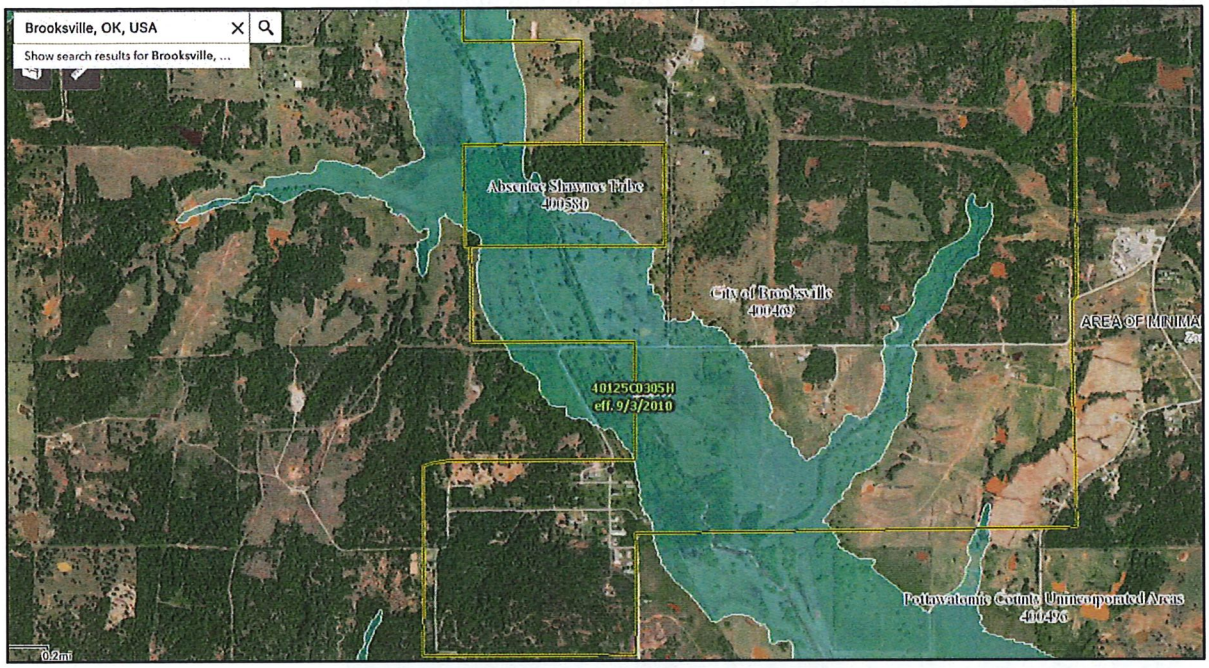
FIRM Maps for Pottawatomie County: Jurisdictions are in alphabetical order.

This FIRM map shows Asher and Asher PS is shown in the red oval. Only undeveloped land is within the floodplain area.

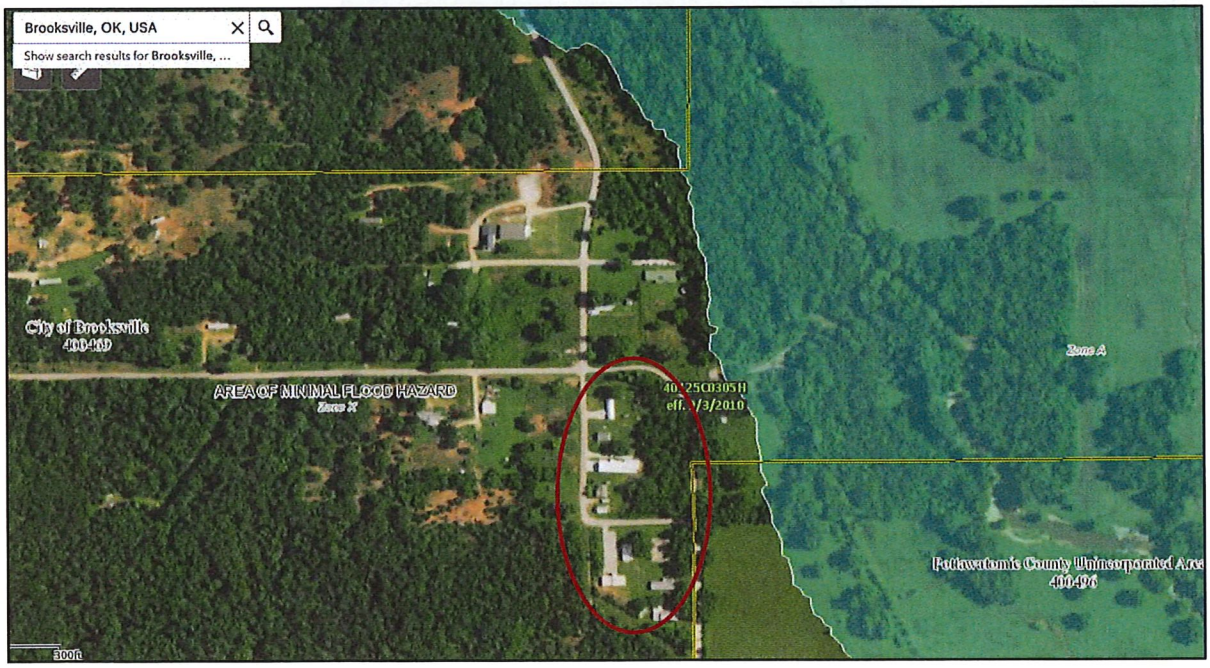


This FIRM map shows Bethel Acres and Bethel Acres PS is shown in the red oval. Only undeveloped land is within the floodplain area.

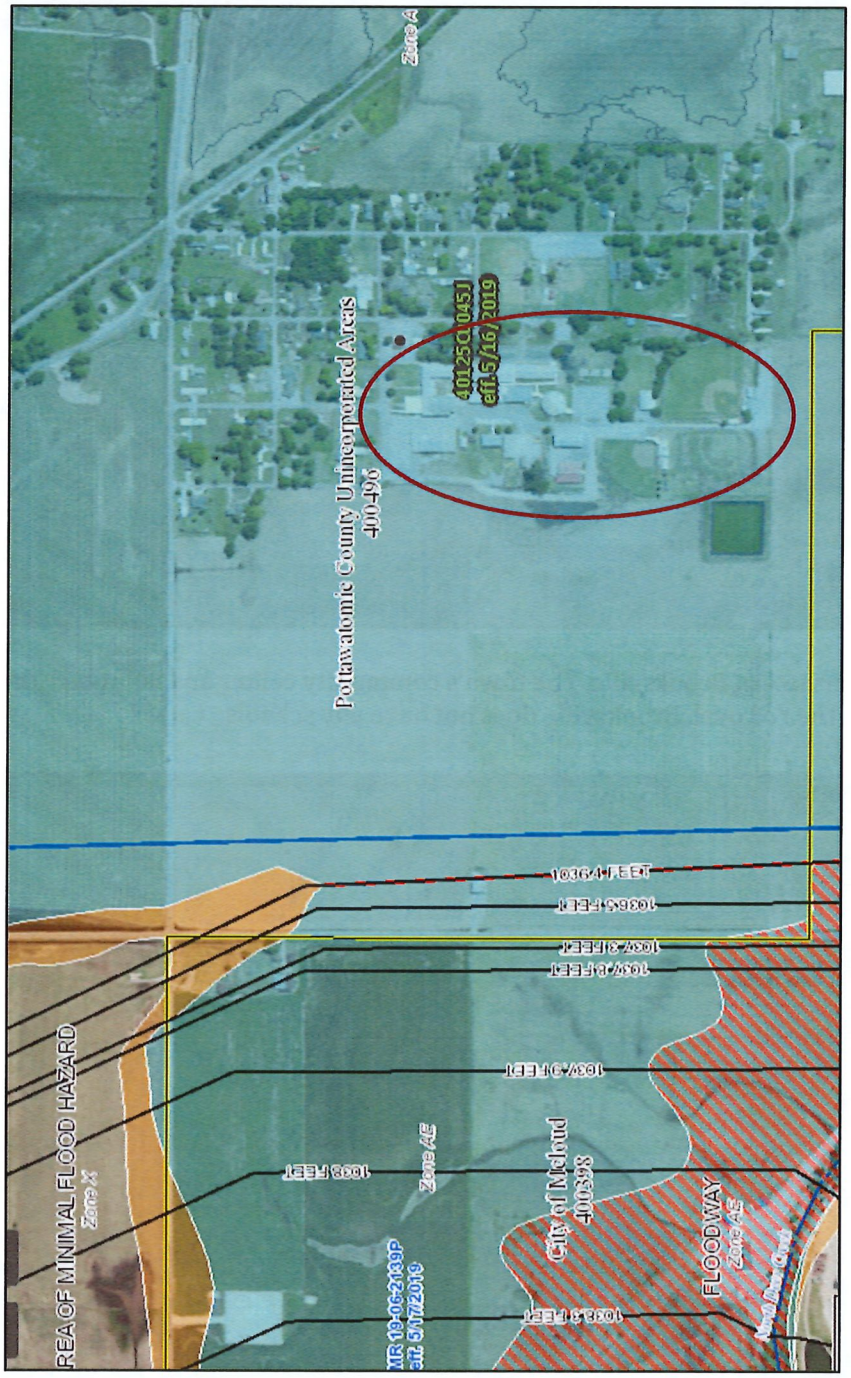




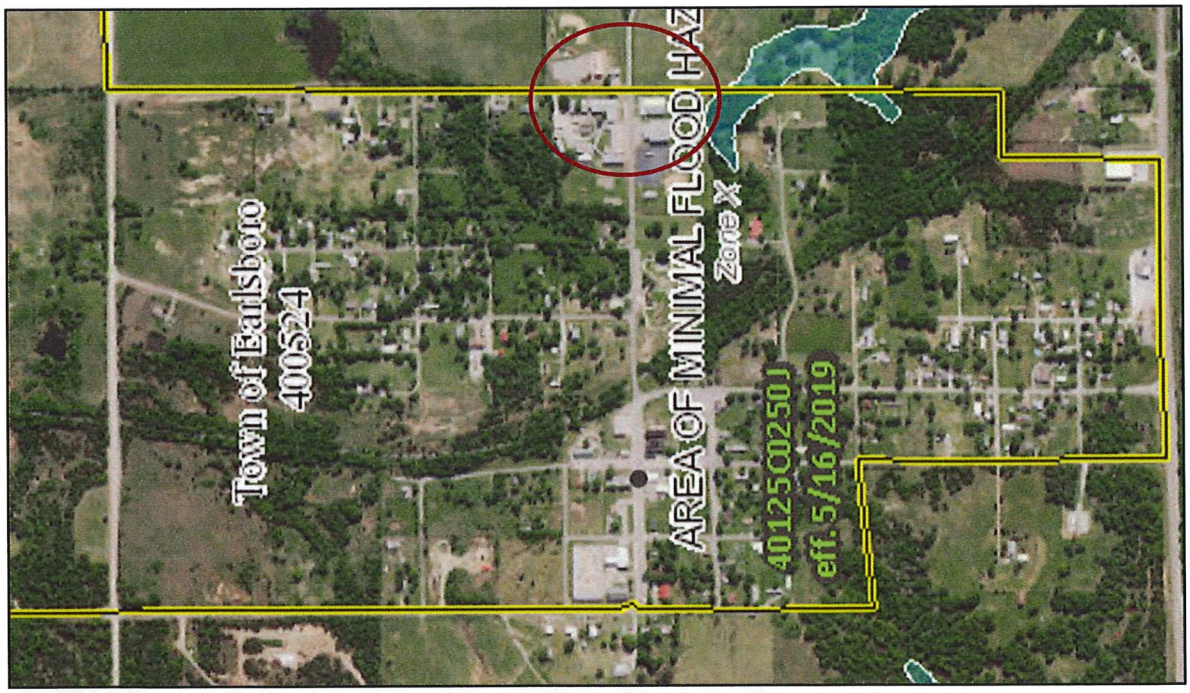
This FIRM map shows an overview of Brooksville. The town's community center and volunteer fire department (VFD) lie within the red oval. Brooksville does not have any schools.



This FIRM map shows Dale PS campus is in the red oval. Dale PS and the entire community of Dale in Unincorporated Pottawatomie County lie within the floodplain area.

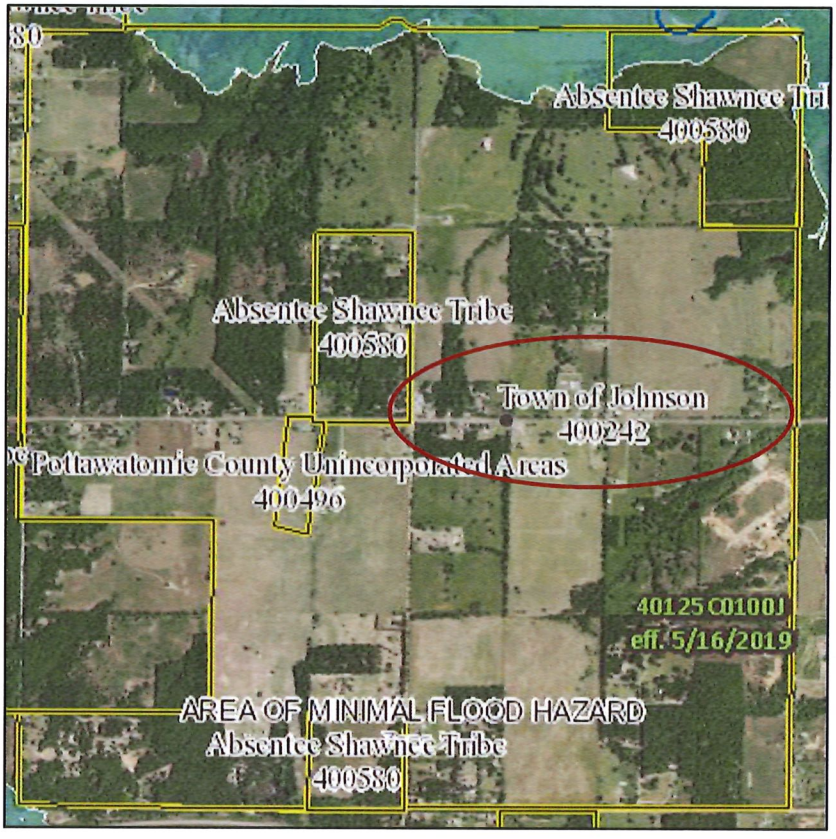


The Earlsboro PS campus is in the red oval. None of the school's property lies within the floodplain area even though the floodplain is in close proximity. The FIRM map below is Earlsboro city limits.



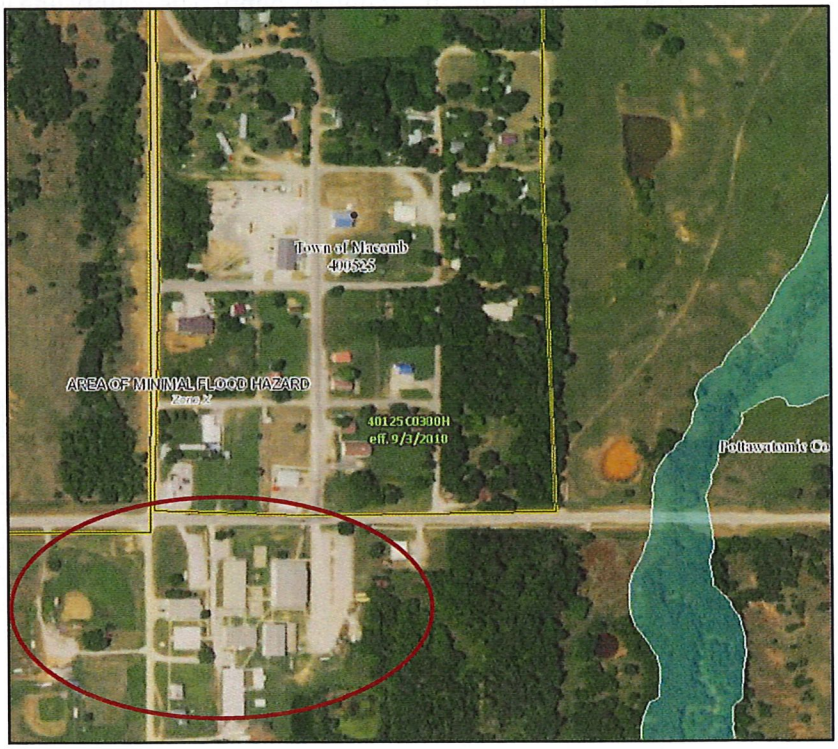
This FIRM map shows Grove PS. None of the campus lies within the floodplain.

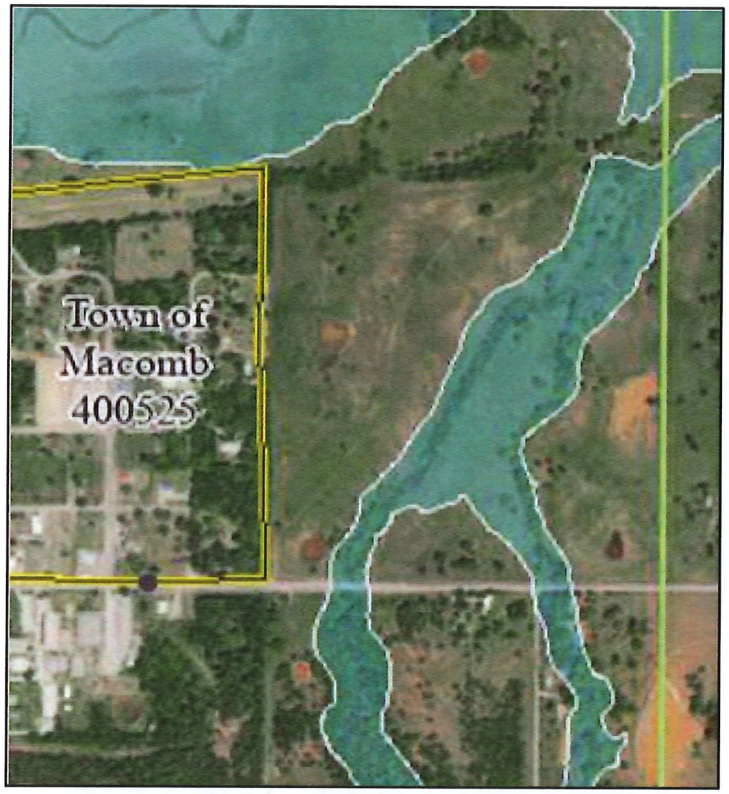
This FIRM map shows an overview of Johnson. The northern limits of Johnson are within a floodplain, but only undeveloped land is in this area. There are no schools in this area.



This FIRM map shows Konawa PS and none of the school campus lies within a floodplain area.

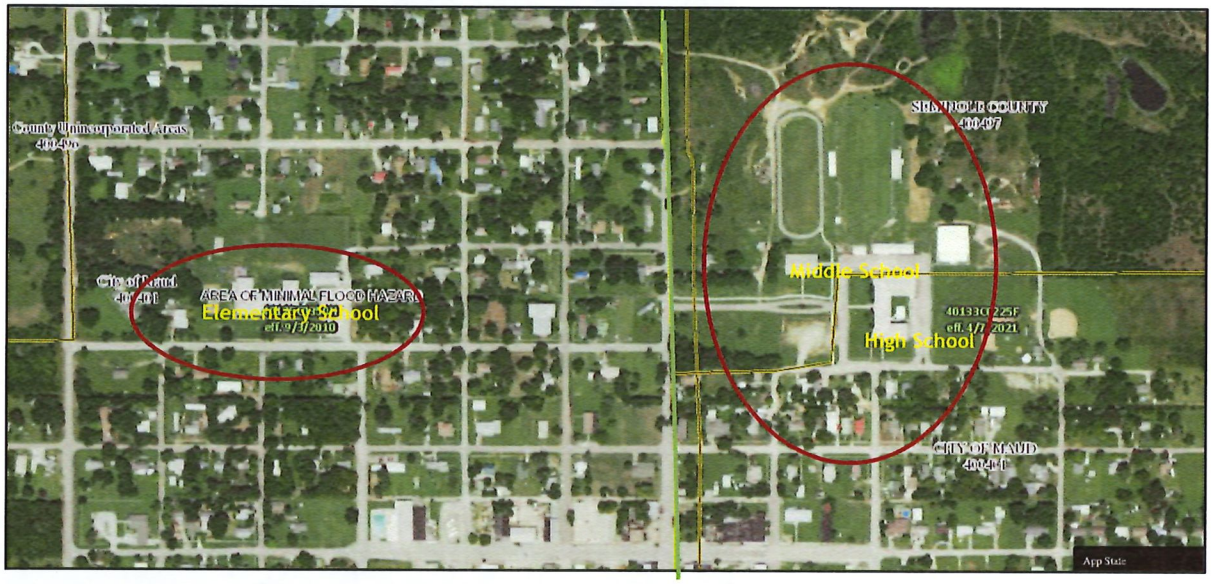
This FIRM map shows Macomb and Macomb PS. Macomb PS is within the red oval and none of Macomb lies within the floodplain area.



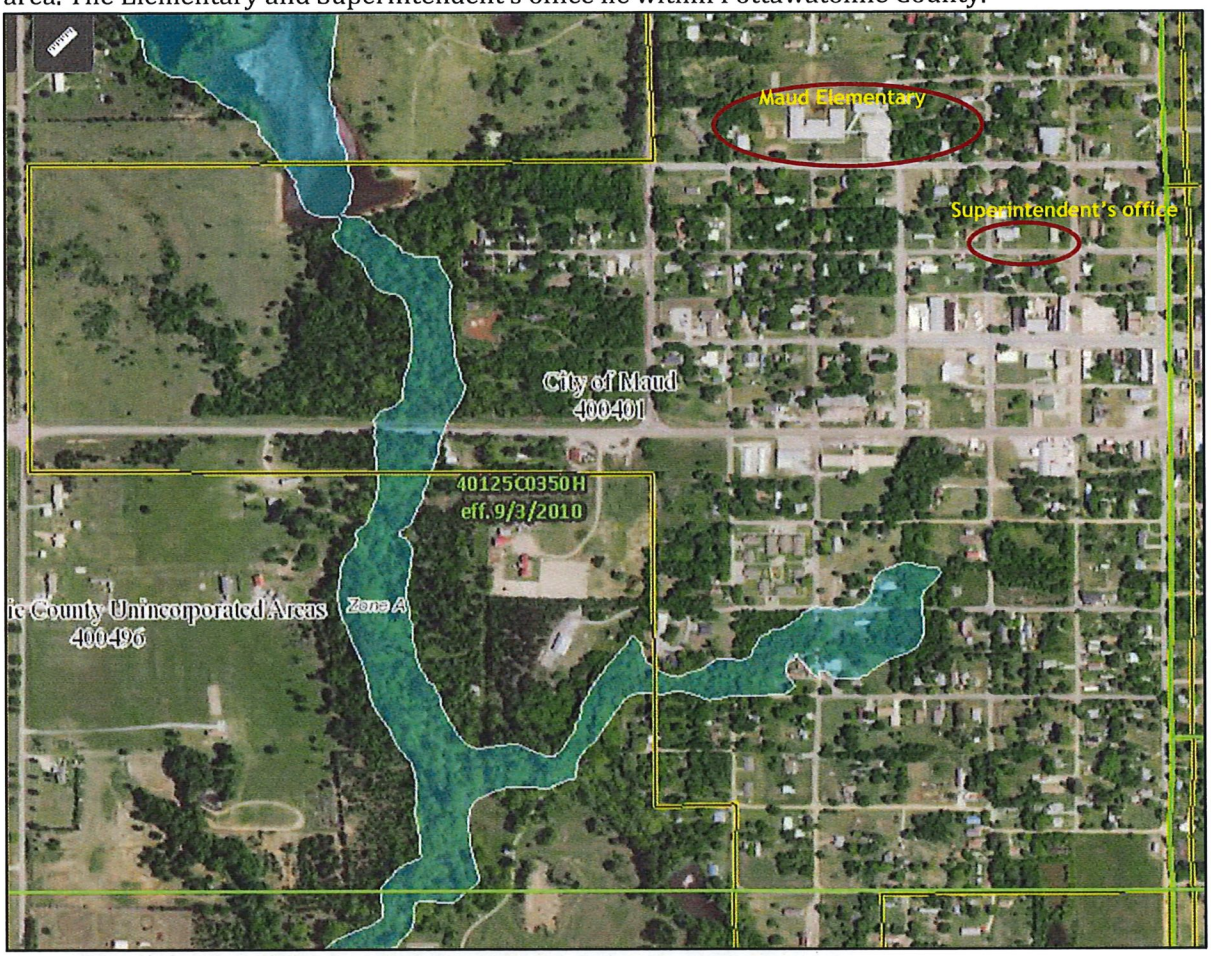


This FIRM map on the left shows the overview of the town of Macomb. The floodplain does not extend into the town limits, but the floodplain lies to the north and east of Macomb.

This FIRM map shows an overview of Maud. The west side of Maud is within Pottawatomie County, and the east side is within Seminole County. The county line is indicated by the bright green line, and Maud's Middle and High Schools are within Seminole County.

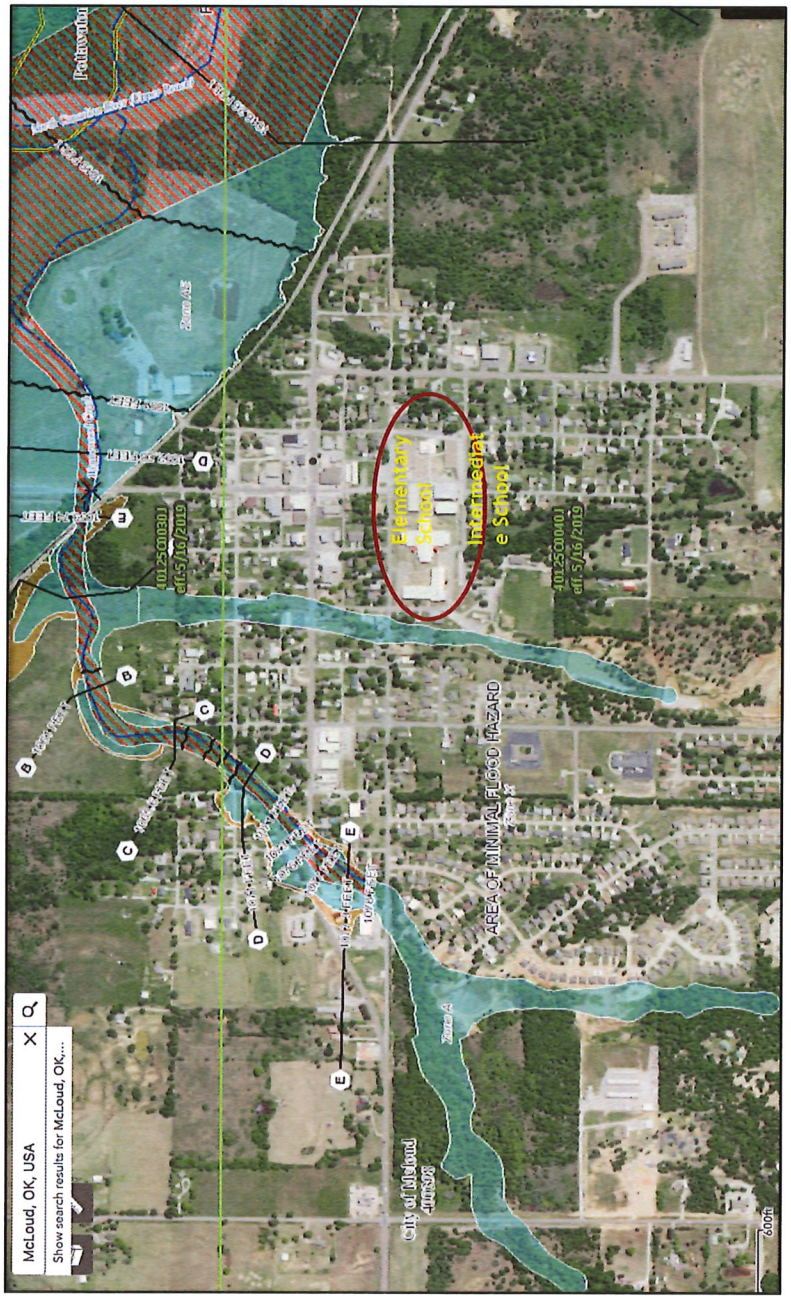


This FIRM map shows the southwest area of Maud. The area within the floodplain is undeveloped area. The Elementary and Superintendent's office lie within Pottawatomie County.

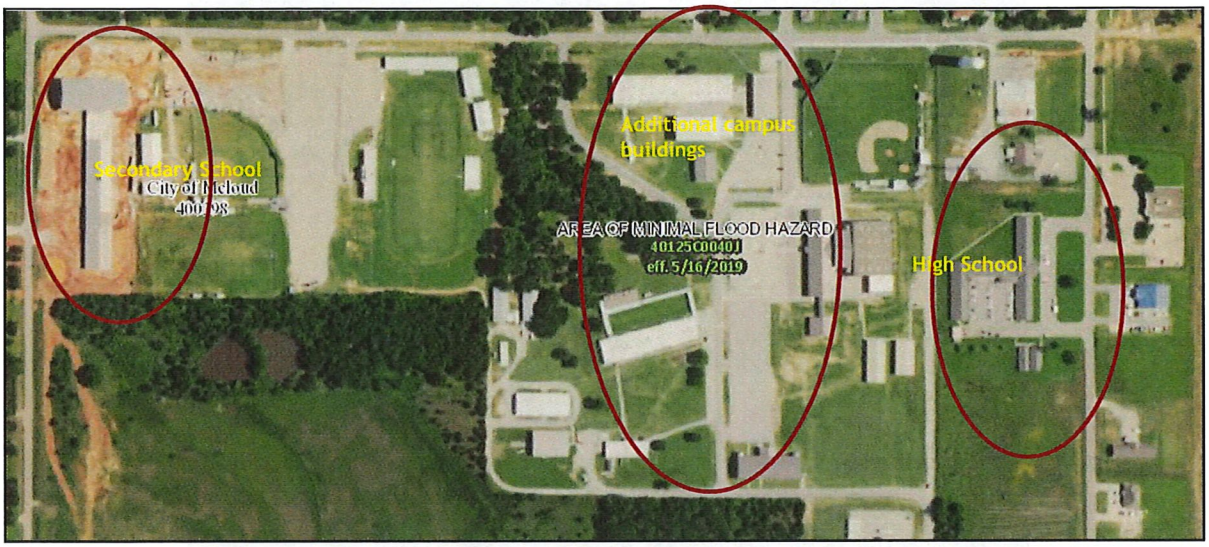


This FIRM map shows an overview of McLoud, and the school buildings are indicated by the red ovals.

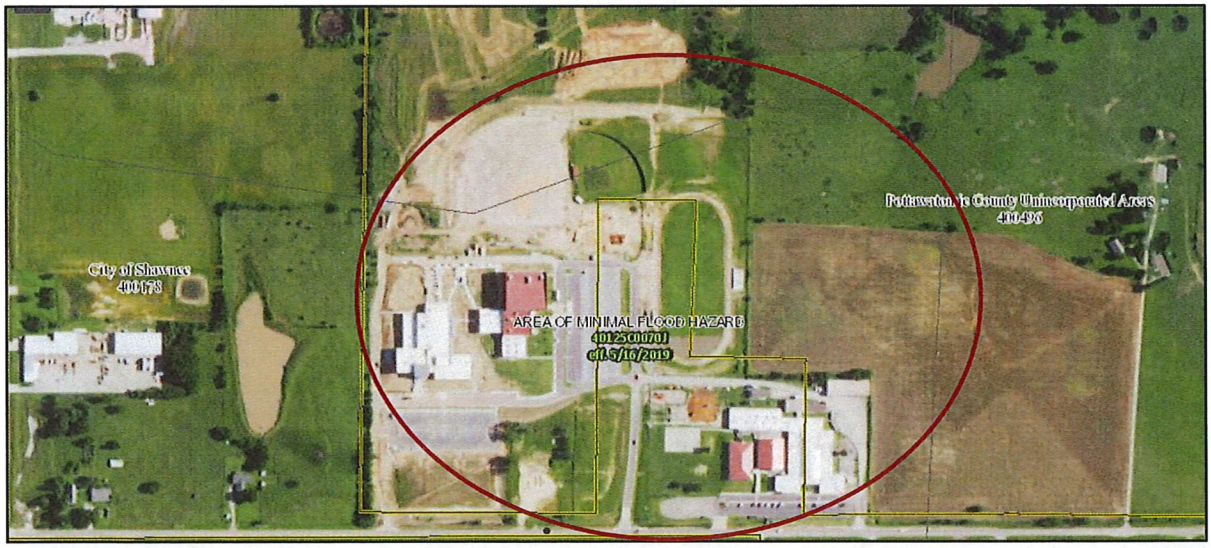
None of the school properties lie within the floodplain area, even though the Elementary and Intermediate Schools are near a watershed area.

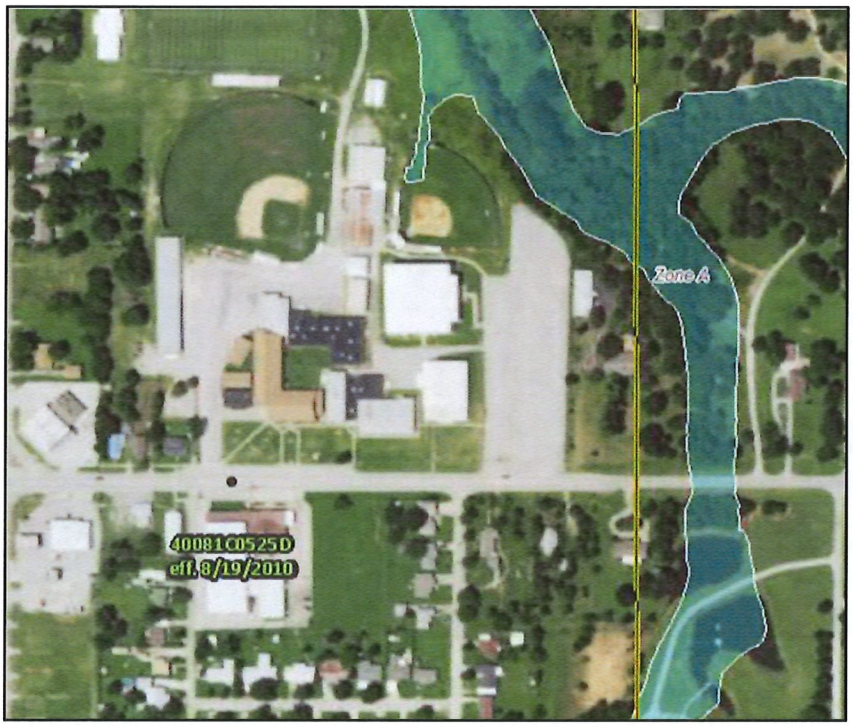


This map shows the McLoud High School and Secondary School and they are indicated by the red ovals.

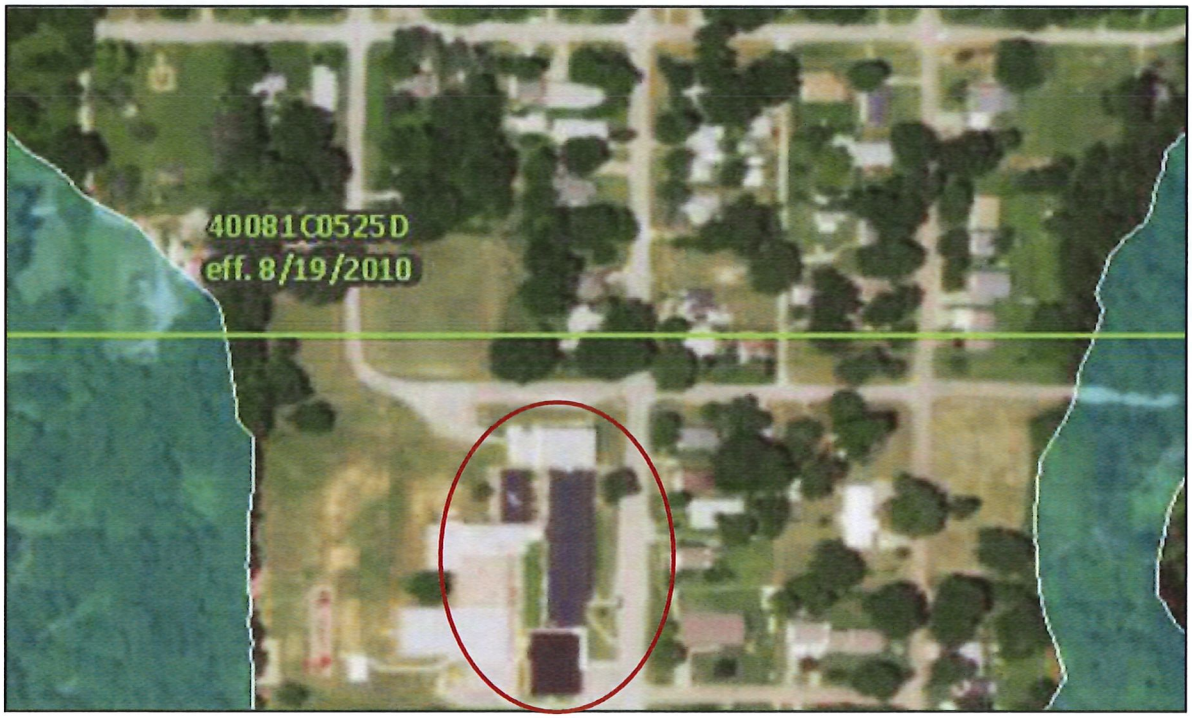


This FIRM map shows North Rock Creek PS campus and none of the campus lies within a floodplain area.

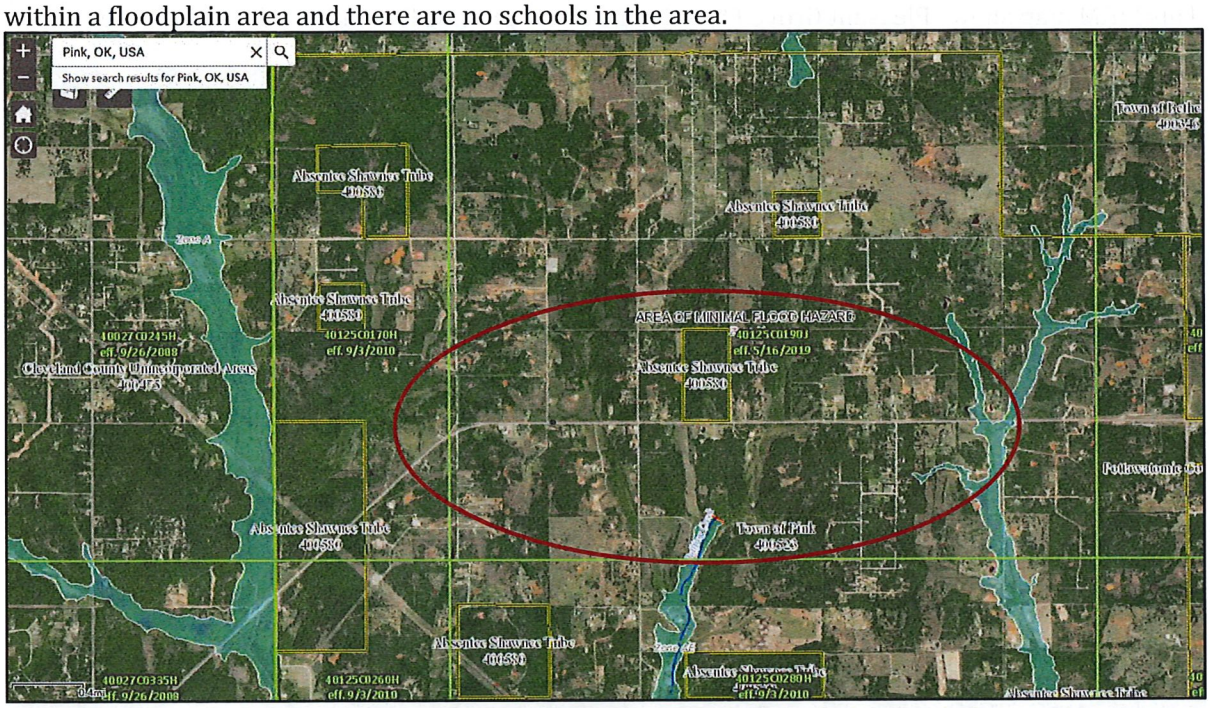




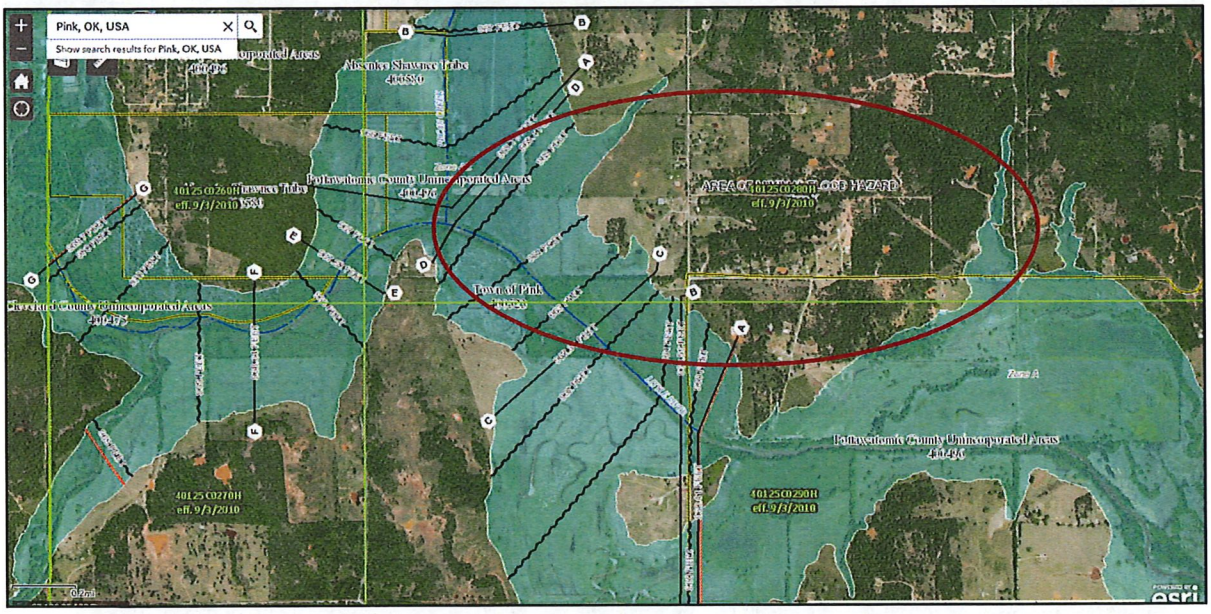
This FIRM map above shows Meeker PS; this map shows the junior high and high school and their proximity to the floodplain area. Only a small part of one baseball field lies within a floodplain area. This FIRM map below shows Meeker Elementary within the red oval. It lies between areas of the floodplain, but the campus is not within the floodplain.



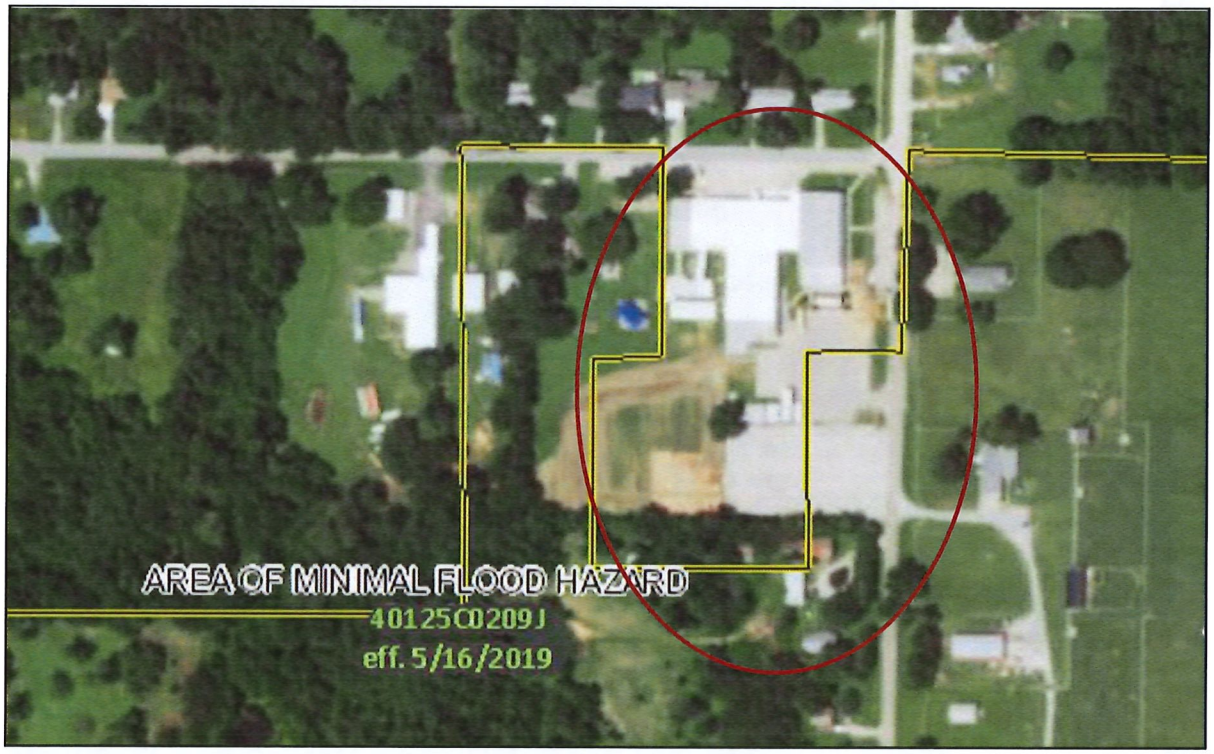
These FIRM maps show an overview of Pink indicated by the red oval. Undeveloped areas are within a floodplain area and there are no schools in the area.



This FIRM map shows the southern area of Pink and areas of Unincorporated Pottawatomie County.

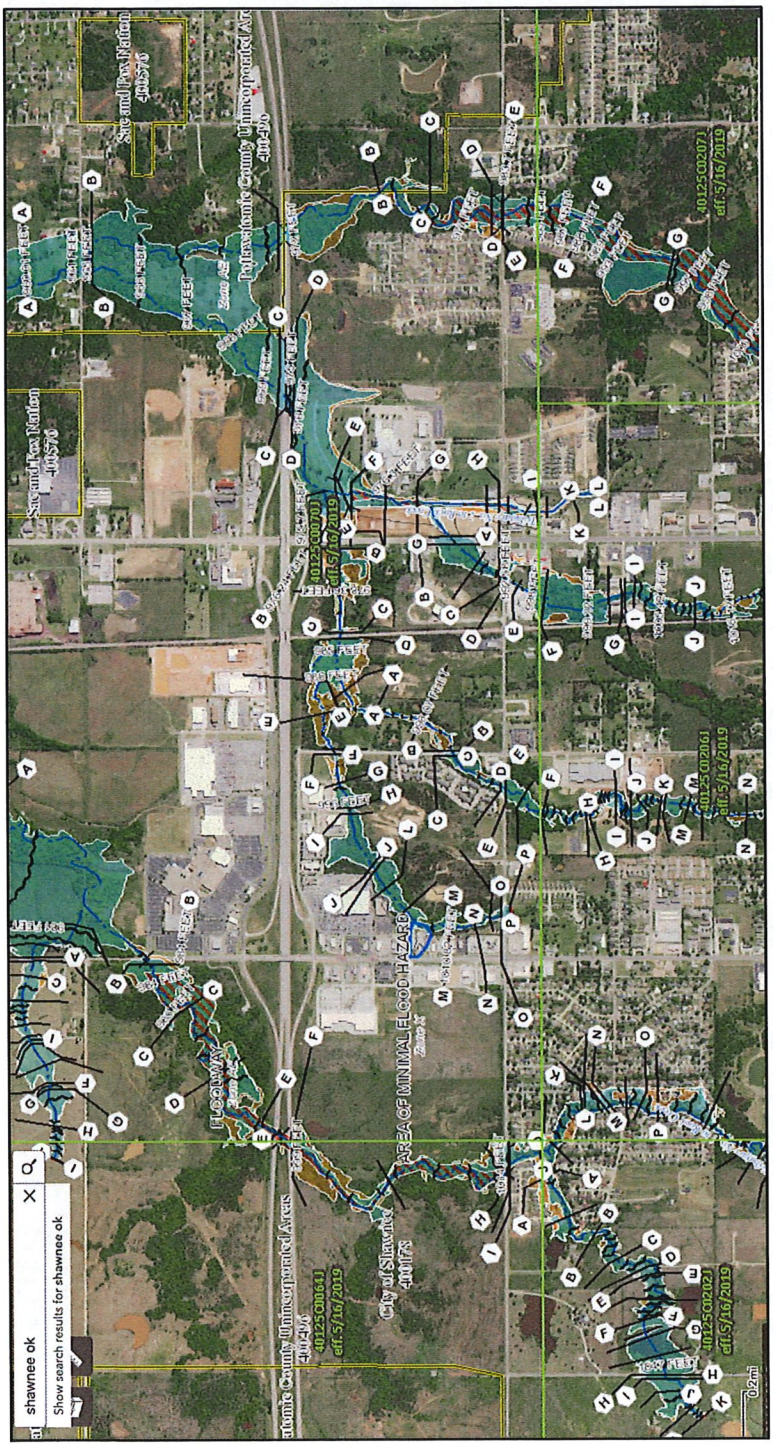


This FIRM map shows Pleasant Grove PS and none of the campus lies within a floodplain area.

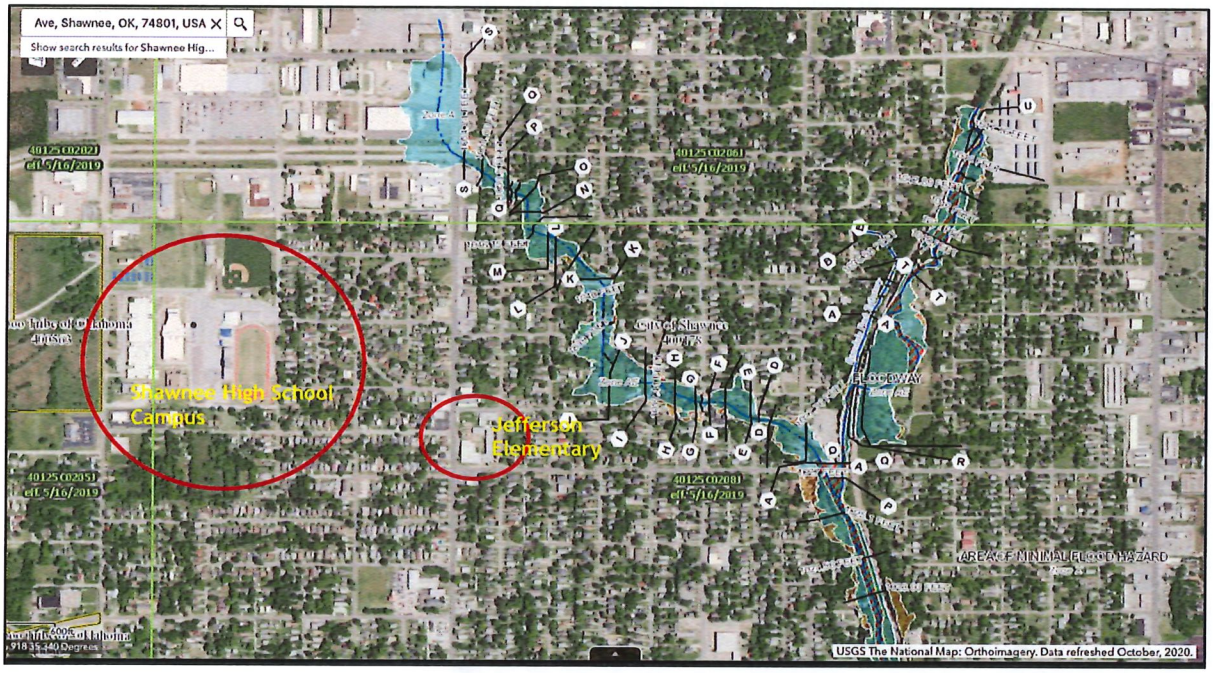


This FIRM map shows St. Louis; there is no floodplain area and there is no school in the town.

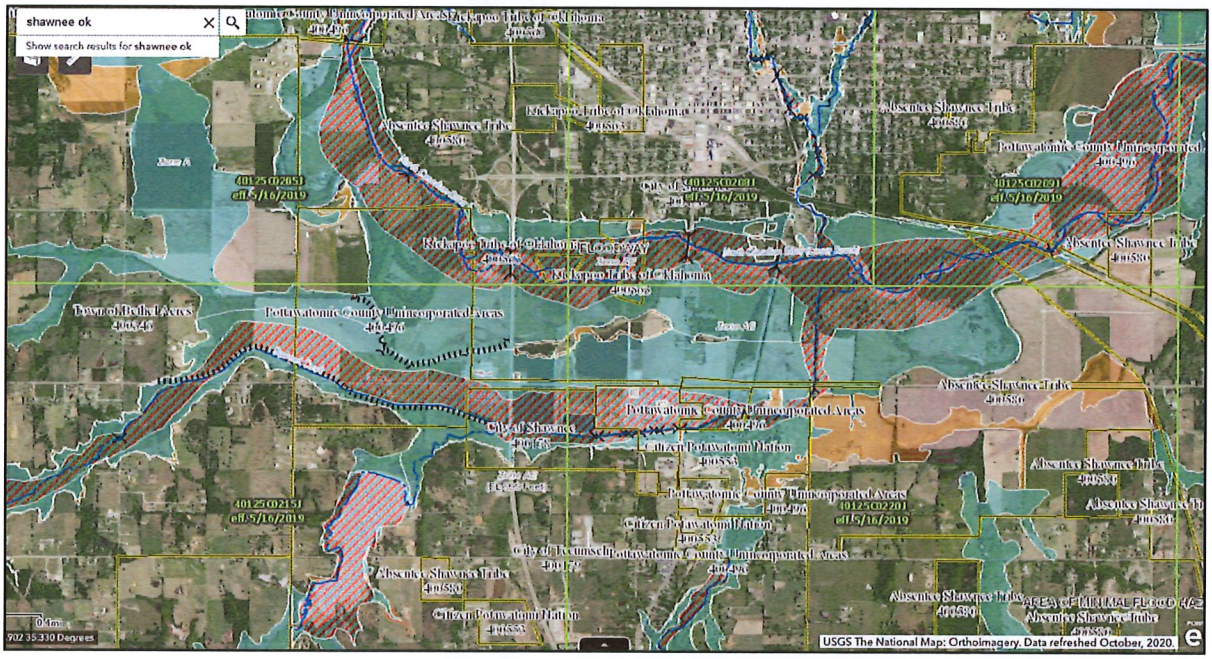
This FIRM map shows an overview of the north side of Shawnee. There are no school facilities in these flood plain areas.



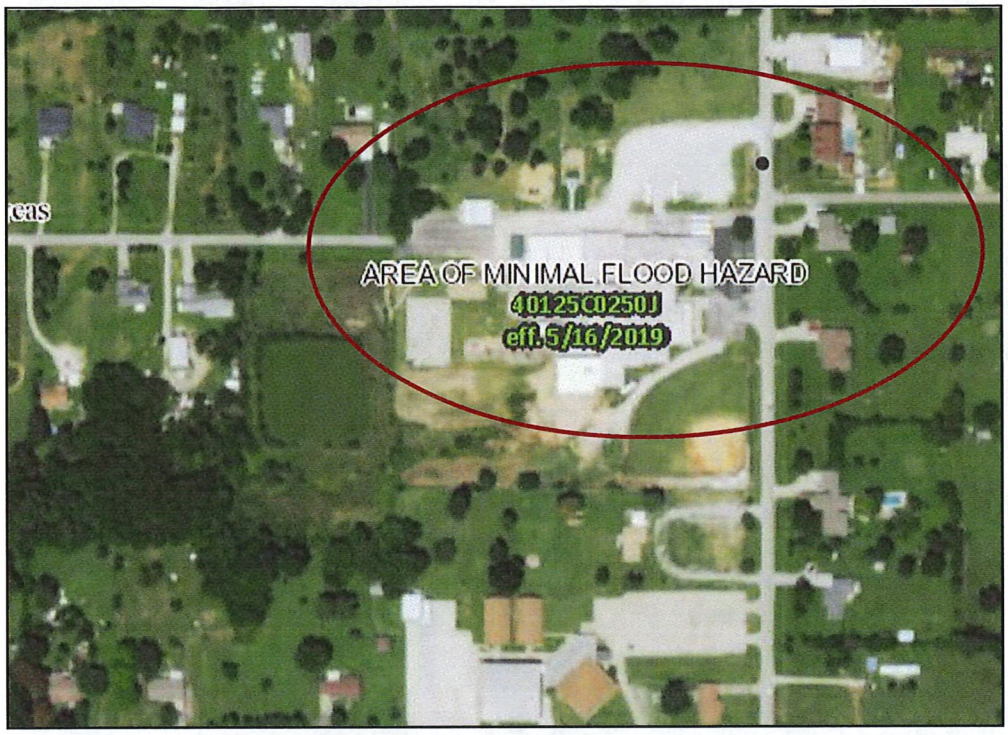
This FIRM map shows Shawnee High School and Jefferson Elementary in proximity to the floodplain area.



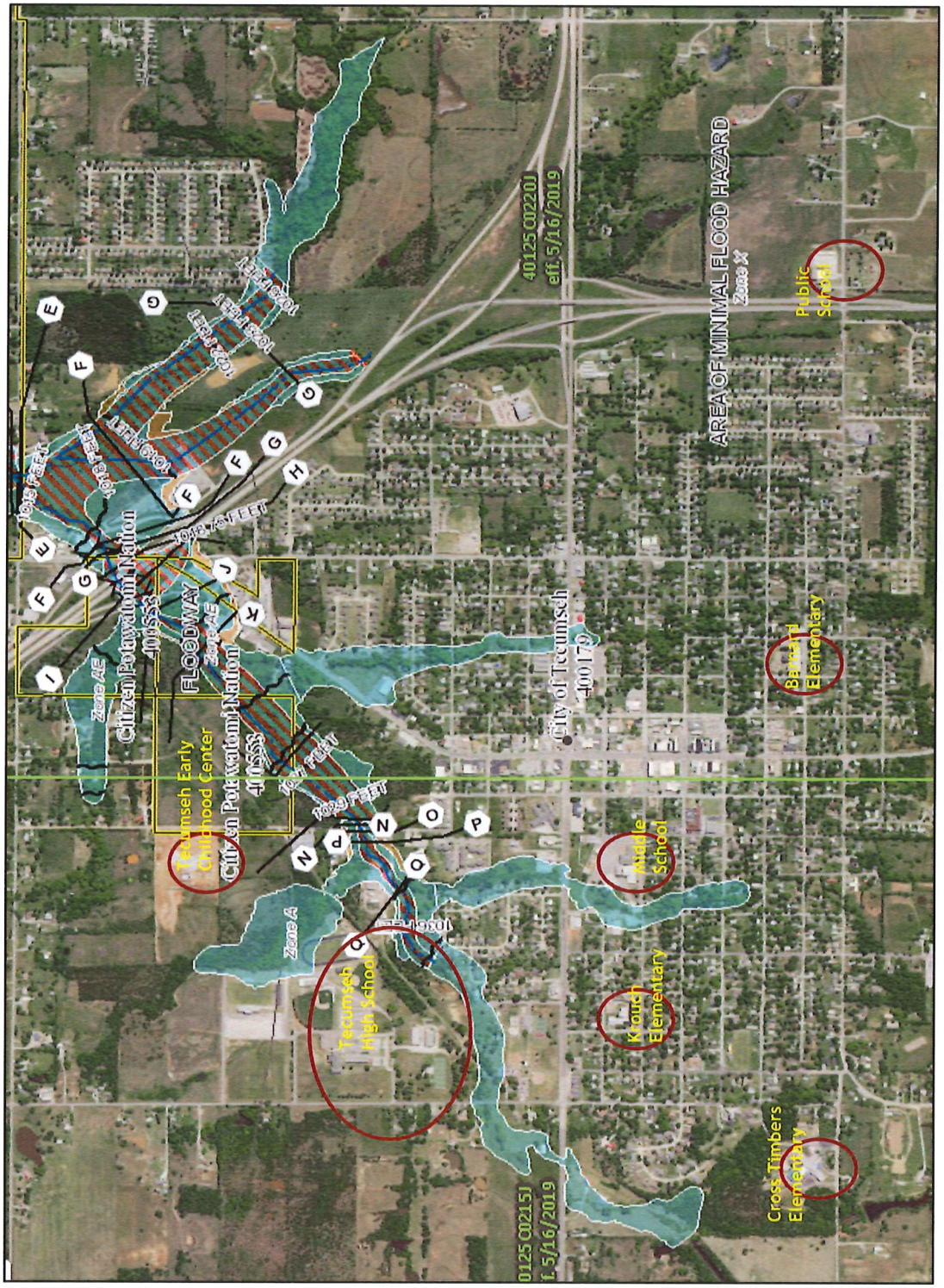
This FIRM map shows the southern side of Shawnee. It also shows Bethel Acres on the west and areas of Unincorporated Pottawatomie County.



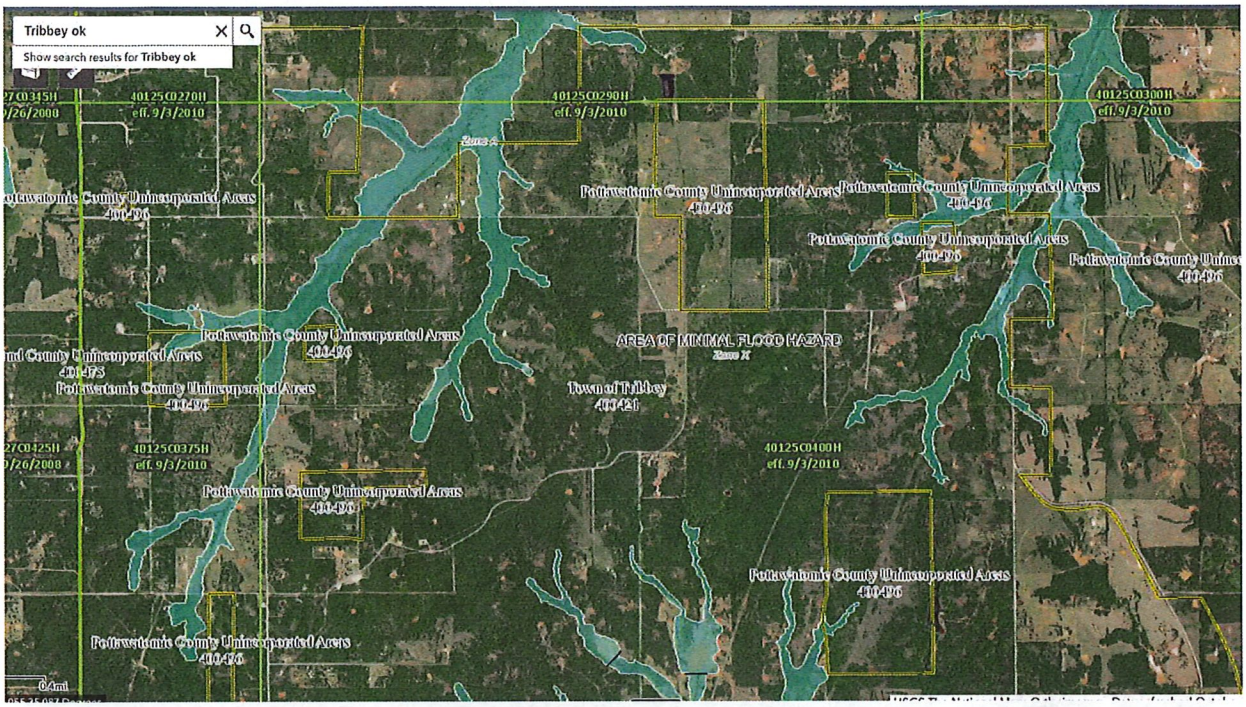
This FIRM map shows South Rock Creek PS and none of the campus lies within a floodplain area.



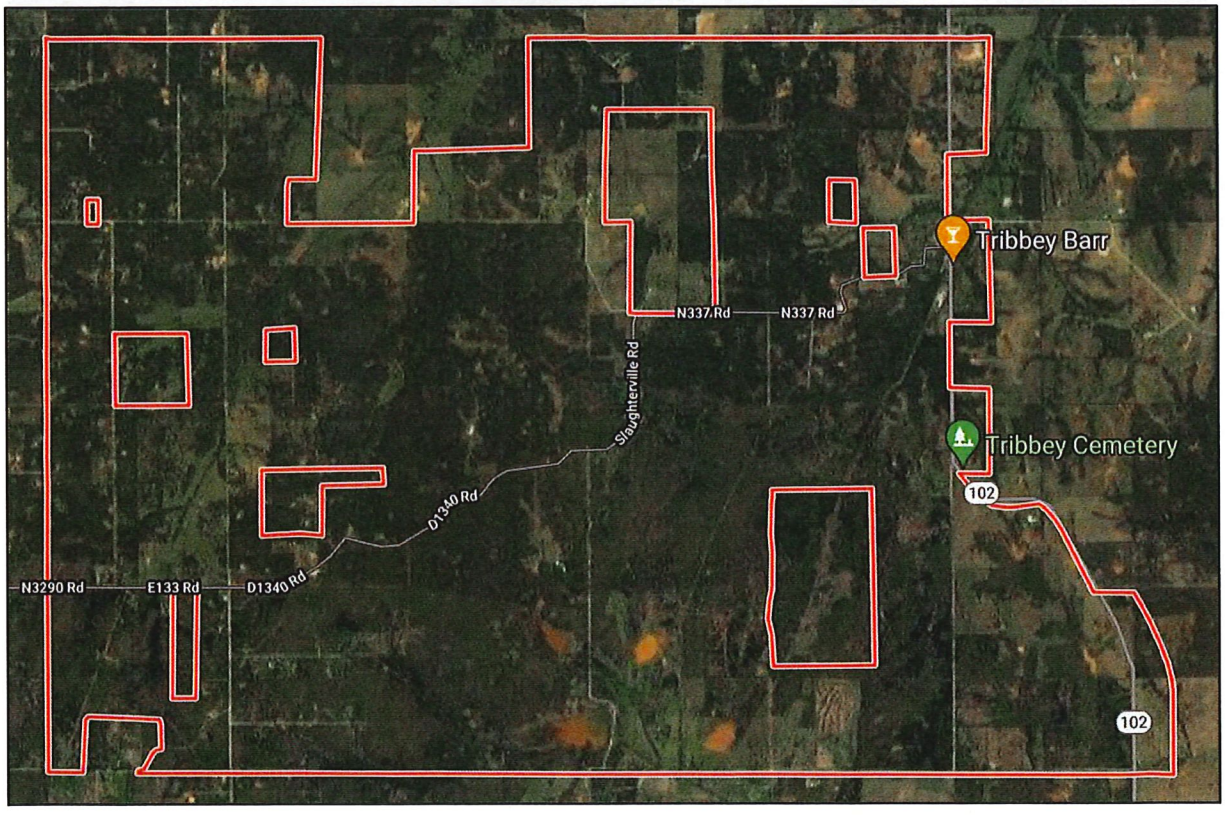
This FIRM map shows an overview of Tecumseh. The schools are indicated by the red ovals.



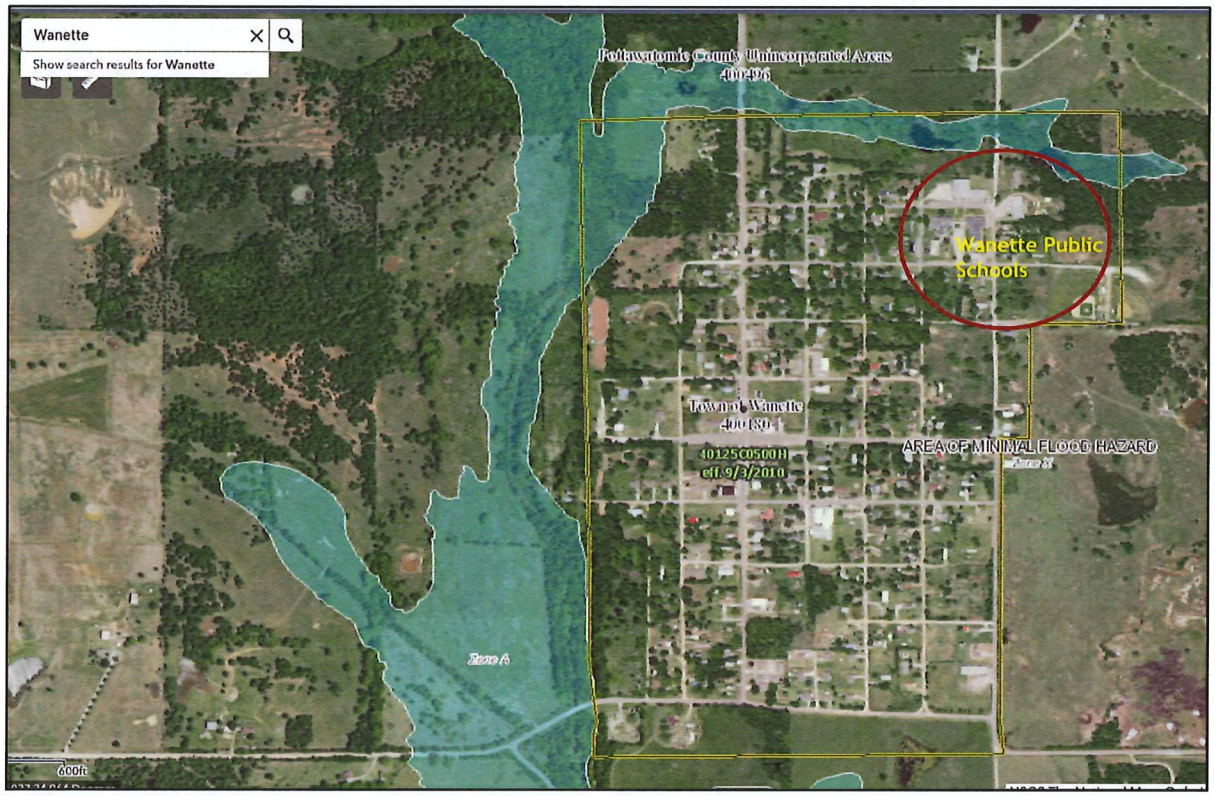
This FIRM map shows Tribbey and areas of Unincorporated Pottawatomie County. The areas that lie within the floodplain are undeveloped areas.



This map image shows the town limits of Tribbey for comparison against the FIRM map.



This FIRM map shows Wanette and Wanette PS campus is indicated by a red oval. While the school is near the floodplain area but none of the school property lies within a floodplain area.



Regular Board of Commissioners **19.**

Meeting Date: 09/20/2021

EOP

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution adopting the Emergency Operation Plan for the City of Shawnee.

Attachments

Memo

Resolution

MEMORANDUM FOR: Honorable Mayor and City Commissioners
THROUGH: Eric Benson, City Manager
FROM: Rachelle J. Erickson, Emergency Management Director
DATE: September 20, 2021
SUBJECT: Request for Approval of EOP Adoption Resolution
MESSAGE:

NATURE OF THE REQUEST:

I am requesting approval of the attached resolution adopting the 2021 version of the Emergency Operations Plan for the City of Shawnee

STAFF ANALYSIS /CONSIDERATIONS:

This plan establishes a comprehensive framework of policy and guidance for county and local disaster preparedness, response, recovery, and mitigation operations. The plan details capabilities, authorities, and responsibilities. It establishes mutual understanding among Federal, State, county, municipal, and other public and private non-profit organizations. It also describes a system for effective use of Federal, State, and local government resources as well as private sector resources necessary to preserve the health, safety, and welfare of those persons affected during various emergencies.

The plan begins with an operational approach consistent with the State Emergency Operations Plan and the commonly accepted Incident Command System (ICS), which follows the National Incident Management System (NIMS). ICS is a standardize system used to organize emergency response, and it is the basis for the National Incident Management System (NIMS). Under this system, the types of assistance are grouped by functions and then organized by agency to ensure that coordination and communication is maintained throughout a crisis whenever possible. These support functions are assigned lead and support agencies whose job is to establish, maintain, and carry out plans developed for accomplishing assigned tasks.

The Oklahoma Emergency Management Act of 2003 establishes the authority and responsibilities of the Governor, State agencies, and local government for emergency management in Oklahoma including the preparation and adoption of emergency operations plans, Part of the Superfund Amendments and Reauthorization Act of 1986 (SARA) is the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), sometimes referred to as SARA Title lll. EPCRA establishes requirements for Federal, state, and local governments, and industry regarding emergency planning and community right-to-know reporting on hazardous chemicals. These form the legal authority for this EOP.

Prior to an emergency, the Emergency Management Director is responsible for coordinating many of the activities that ensure the city and county are prepared to respond to and recover from the many hazards it faces. Responsibilities include maintenance of plans; coordinating infrastructure improvement; applying for State and Federal grants; conducting exercises and training; coordinating with private interests, such as chemical facilities, to ensure proper community planning; and many other activities that contribute to improve all–hazards preparedness and homeland security. During an emergency, the Emergency Management Director is responsible for coordinating public safety matters through the Emergency Operations Center (EOC).

This plan is organized as follows:

- The Basic Plan – The basic plan is a public policy document that provides an overview of the community's approach to emergency operations. The basic plan is intended as an orientation document for the public and senior public officials and is the foundation for supporting operational plans and annexes.

- The Emergency Support Function (ESF) Annexes – outline the scope of responsibilities associated with specific emergency operations functions and describe expected mission execution activities for each emergency phase.

- Hazard Specific Annexes – describe unique considerations for response and recovery from likely regional hazards.

- Function Specific Annexes – describe actions to coordinate and execute common emergency management strategies (e.g., financial management).

- Attachments – provide supplemental information to enhance the effectiveness of the EOP.

The draft text was prepared by the Emergency Management Director and submitted to the stakeholders for each section for review. Comments were then incorporated into a final draft version and submitted to the stakeholders for concurrence. Signatures of concurrence have been obtained from every City department head and the plan has been endorsed by City Manager Eric Benson.

The Emergency Management Department is responsible for updating and maintaining the EOP, in coordination with those departments, agencies, organizations, and other jurisdictions within the county that have been assigned emergency duties or responsibilities. The EOP will be reviewed and tested annually for the purpose of correcting deficiencies identified through actual emergency response operations, drills and exercises, changes in local government and stakeholder structure, technological changes, etc.

A copy of the resolution is attached for your review.

RECOMMENDATION:

Staff recommends approval of the resolution.

BUDGET CONSIDERATION:

Adoption of the EOP is an item for grant compliance and will therefore help us maintain funding for the current fiscal year and comply with the requirement for future grant years.

Thank you for your favorable attention to this request.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE EMERGENCY OPERATIONS PLAN FOR THE CITY OF SHAWNEE.

WHEREAS, the City of Shawnee has the statutory responsibility to develop, implement, and maintain an effective Emergency Operation Plan under the Oklahoma Emergency Management Act of 2003, and

WHEREAS, an adopted Emergency Operations Plan is required as a condition of funding for emergency management activities, and

WHEREAS, the City of Shawnee has developed an Emergency Management Department to oversee and complete these functions for the city, and

WHEREAS, agencies and departments having responsibilities contained within this plan have acknowledged and agreed upon their roles and responsibilities.

THEREFORE, BE IT RESOLVED, that this Emergency Operation Plan is hereby adopted as the Emergency Operations Plan for the City of Shawnee, this Plan supersedes all previous plans developed for this purpose.

PASSED AND APPROVED this ___ day of _____, 2021

_____
ED BOLT, MAYOR

ATTEST:

_____
LISA LASYONE, CMC, CITY CLERK

(SEAL)

DRAFT

Regular Board of Commissioners **20.**

Meeting Date: 09/20/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 22 [Planning and Development], Article I [In General], of the City Code establishing a Land Disturbance Permit; providing for severability, codification, repealer, and emergency clause.

Attachments

Memo

Ordinance

City of Shawnee
OKLAHOMA

Office of Engineering

MEMORANDUM

DATE: Monday, Sept 20, 2021

TO: Honorable Mayor and Members of the City Commission

FROM: Seth Barkhimer, City Engineer

RE: Land Disturbance Permit

In an effort to make sure all construction activity within the city limits is in compliance with the OPDES stormwater program, the city must be capable of regulating land disturbance. As commercial and subdivision construction grows more common within our community, it's important to protect our existing infrastructure from potential silt, debris or other pollutants. With that in mind, staff recommends approval of the ordinance and associated resolution.

This permit will be well understood by the development community as our surrounding communities have very similar language and permits already in effect. Likewise, what is being requested within the permit is, in most cases, already required by the state.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 22 [PLANNING AND DEVELOPMENT], ARTICLE I [IN GENERAL], OF THE CITY CODE, ESTABLISHING A LAND DISTURBANCE PERMIT; PROVIDING FOR SEVERABILITY, CODIFICATION, REPEALER, AND EMERGENCY CLAUSE.

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

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

WHEREAS, it is the intent of the City Commission to establish a land disturbance permit;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATTOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

SECTION I: That Chapter 22 [Planning and Development], Article I [In General], Section 22-3 is hereby adopted as follows:

Section 22-3. Adoption of a land disturbance permit.

No person shall conduct, allow or permit land disturbing activity, whether temporary or permanent, on any premises within The City of Shawnee until a land disturbing permit has been issued by the permitting office allowing such activity pursuant to the provisions of this article. Such permit shall be available for inspection by the inspector, or inspector's representative, on the job site at all times during which land disturbing activities are in progress. Such permit shall be required in addition to any building permit or other permit required by the Code for the site.

Section 22-3.1 General land disturbing activity

All land disturbing activities shall be in compliance with and permitted under this division of this article. Application must be applied for under the "Oklahoma General OPDES Permit for Stormwater Discharged Associated with Construction Activity." If a General OPDES Permit is applied for, a copy of the Notice of Intent (NOI) must be sent to the Manager of the Stormwater Quality Management Division. To seek coverage under the Oklahoma Department of Environmental Quality General Permit, the NOI must be submitted to the following address:

Oklahoma Department of Environmental Quality - Water Quality Division
P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677.

Section 22-3.2 Regulations

a. For purposes of this article, the phrase "land disturbing activity" is defined as follows: **Land disturbing activity** - Any land change which may result in soil erosion from water and wind and the movement of sediments into community waters or onto lands and roadways within the community, including, but not limited to, clearing, dredging, grading, excavating, transporting, stockpiling, mining, and filling of land, except that the term shall not include the following:

   1. Such minor land disturbing activities as home gardens and individual home landscaping, home repairs, home maintenance work, and other related activities which result in minor soil erosion;

   2. The construction of single-family residences when built separately on lots less than one acre not within a subdivision or which have been recorded in the ODEQ office of Water Quality Division, and have been issued building permits; provided that excavation is limited to trenches for the foundation, basements, service and sewer connections, and minor grading for driveways, yard areas and sidewalks, with no offsite discharge of pollutants;

3. Individual service and sewer connections for single-or two-family residences;

4. Agricultural practices involving the establishment, cultivation or harvesting of products of the field or orchard, preparing and planting of pasture land, forestry land management practices including harvesting, farm ponds, dairy operations, and livestock and poultry management practices, and the construction of farm buildings;

5. Any project carried out under the technical supervision of the Soil Conservation Service of the United States Department of Agriculture;

6. Installation, maintenance and repair of any underground public utility lines when such activity occurs on an existing hard-surface road, street or sidewalk, provided the activity maintains pollution control and is confined to the area of the road, street or sidewalk which is hard-surfaced and a street, curb, gutter, or sidewalk permit has been obtained; and

7. Construction, repair or rebuilding of tracks of a railroad company;

These activities may be undertaken without a permit; however, the persons conducting these excluded activities shall remain responsible for otherwise conducting those activities in accordance with the provisions of this article and other applicable laws including responsibility for controlling sedimentation and runoff.

Section 22-3.3 Permit

a. Any application for the issuance of a land disturbing permit under this article shall include the following:

1. name of applicant;

2. business or residence address of applicant;

3. name and address of owner of subject property;

4. address and legal description of subject property;

5. name and address of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion and sediment control plan;

6. a statement setting forth the nature, extent, and purpose of the land disturbing activity including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates of the land disturbing activity.

7. a copy of the NOI and Erosion and Sediment Control Plan.

b. Each application for a land disturbing permit shall be accompanied by a map or plat of the premises showing the present contour lines and the proposed contour lines resulting from the land disturbing activity in relation to all parts of the premises and the properties immediately adjacent thereto and in relation to all abutting street grades and elevations; such map or plat shall show all existing drainage facilities and the proposed permanent disposition of surface waters upon completion of the land disturbing activity.

c. Each application for a land disturbing permit shall be accompanied by an erosion and sediment control plan which shall accurately describe the potential for soil erosion and sedimentation problems resulting from the land disturbing activity and shall explain and illustrate the measures which are to be taken to control these problems. The length and complexity of the plan is to be commensurate with the size of the project, severity of the site condition, and the potential for off-site damage; the plan shall contain a description of the existing site conditions, a description of adjacent topographical features, a description of soil types and characteristics of the area, potential problems of soil erosion and sedimentation, stabilization specifications, stormwater management considerations, a time schedule for completion of the land disturbing activity and for maintenance after completion of the project, clearing and grading limits, and all other information needed to accurately depict solutions to potential soil erosion and sedimentation problems. Any erosion and sediment control plan must be reviewed for record by the engineering office

prior to the issuance of the land-disturbing permit. The land-disturbing permit shall be issued within 30 days upon arrival of the plan.

d. At any time the City representative, determines that an erosion and sediment control plan does not comply with the provisions of this article, the City shall notify the applicant in writing of all deficiencies within said plan.

e. The Permit shall expire at one (1) year after it is issued if the permitted activity has not commenced. Permits on ongoing project shall be reviewed at least once every year for compliance with the permitting office.

Section 22-3.4 Sediment and Erosion Control

a. Stripping of vegetation, re-grading and other development activities shall be conducted so as to minimize erosion. Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Pre-construction vegetative ground cover shall not be destroyed, removed or disturbed more than 20 calendar days prior to grading or earth moving. Construction must be sequenced to minimize the exposure time of cleared surface area;

b. Property owners shall be responsible, upon completion of land disturbing activities, for leaving slopes so that they will not erode. Such methods should include re-vegetation, sodding, mulching, rip-rapping, or guniting. Regardless of the method used, the objective will be to leave the site erosion-free and maintenance-free as practicable;

c. Whenever feasible, natural vegetation shall be retained, protected, and supplemented;

d. Stabilization measures shall be initiated within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased unless earth disturbing activities on a portion of the site will be resumed within 21 days, temporary stabilization measures do not have to be initiated on that portion of the site. Stabilization measures must be in accordance with standards approved by the Director or designee. Permittee must diligently continue and maintain such stabilization measures until a Notice of Termination has been accepted by the Director or designee;

e. A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized;

f. To the extent necessary, sediment in runoff water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized;

g. Neighboring persons and property shall be protected from damage or loss resulting from excessive stormwater runoff, soil erosion or deposition upon property or public streets of water transported silt and debris. Adjacent property owners shall be protected from land devaluation due to exposed bare banks;

h. Controlled construction entrance/exit shall be maintained in a condition that will prevent tracking or flowing of sediment onto the public right-of-way;

i. Erosion and sediment control measures must be in place and functional before earth moving operations begin, and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday, but must be replaced at the end of the workday;

j. Structural controls shall be designed and maintained as required to prevent pollution. All surface water flowing toward the construction area shall, to the extent practicable, be diverted by using berms, channels, or sediment traps as necessary. Erosion and sediment control measures shall be designed according to the size and slope of disturbed or drainage areas, to detain runoff and trap sediment. Discharges from sediment basins and traps must be through a pipe or lined channel so that the discharge does not cause erosion. Muddy water to be pumped from excavation and work areas must be held in settling basins or treated by filtration prior to its discharge into surface waters where practicable. Waters must be discharged through a pipe or lined channel so that the discharge does not cause erosion and sedimentation;

k. All control measures shall be inspected, and repaired as necessary, bi-weekly in dry periods and within 24 hours after any rainfall of 0.5 inches within a 24-hour period. During prolonged rainfall, daily inspections and repairing is necessary. The permittee shall maintain record of such inspections and repairs;

l. A specific individual shall be designated to be responsible for erosion and sediment controls on each site;

m. There shall be no distinctly visible floating scum, oil or other matter contained in the stormwater discharge. The stormwater discharge must not cause an objectionable color contrast in the receiving water. The stormwater discharge must result in no materials in concentrations sufficient to be hazardous or otherwise detrimental to humans, livestock, wildlife, plant life, or fish and aquatic life in the receiving stream; and

n. When the land disturbing activity is finished and stable, perennial vegetation has been established on all remaining exposed soil, the permittee shall notify the Manager of these facts and submit a Notice of Termination (NOT) of the permit issued under this section. The Manager shall then provide a final inspection of the site within 20 days after receipt of such notice, and, when advisable, may require additional measures to stabilize the soil and prevent erosion. If such requirements are given by letter, the permittee shall continue to be covered by this provision of this section, until a request for termination of the permit has been accepted by the Manager.

SECTION II: Severability. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION III: Codification. This Ordinance shall be codified in the City Municipal Code, and the codifier is authorized to set out the Ordinance, as a whole, as appropriate

SECTION IV: Repealer. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance, are repealed.

SECTION V: Emergency. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of September, 2021.

_____
ED BOLT, MAYOR

ATTEST:
(SEAL)

_____
LISA LASYONE, CITY CLERK

DRAFT

PASSED AND APPROVED and the emergency clause voted on separately this _____ day of September**,** 2021.

_____
ED BOLT, MAYOR

ATTEST:
(SEAL)

_____
LISA LASYONE, CITY CLERK

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

_____
JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT

Regular Board of Commissioners **21.**

Meeting Date: 09/20/2021

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that sets a fee for a land disturbance permit; and providing for the re-adoption of the City Fee Schedule in whole.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT SETS A FEE FOR A LAND DISTURBANCE PERMIT; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, an Ordinance adopting a fee for a land disturbance permit for developers was passed which establishes the ability of the City Engineer, or his designee, to approve the payment of a fee for a land disturbance permit;

WHEREAS, said Ordinance provides that said fee shall be set in a schedule adopted by resolution of the City Commission;

WHEREAS the Mayor and the City Commission of Shawnee, Oklahoma recognize the need of the reasonable and lawful fee as it directly ties to the regulation and enforcement of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

A. That the land disturbance permit, as defined in Ordinance No._____, and codified in Chapter 22 [Planning and Development], Article I [In General], Section 22-3 [Adoption of a land disturbance permit] of the City Code of Shawnee, Oklahoma is set as follows:
    - Permit fee, per permit $50.00
    - Permit renewal fee, per permit $50.00
    - Re-inspection fee, per inspection $35.00

B. The above adoption of a land disturbance permit shall be listed in its appropriate Section within the City of Shawnee, Oklahoma Fee Schedule, in a manner described in the attached Exhibit "A".

Adoption and Update of City Fee Schedule. That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit "A"), and the updated City Fee Schedule in whole (Exhibit "B"). This Resolution updates and amends City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

[Remainder of Page Left Blank Intentionally]

DRAFT

PASSED AND APPROVED this ____ day of September, 2021.

_____
ED BOLT, MAYOR

ATTEST:

_____
LISA LASYONE, CITY CLERK

(SEAL)

DRAFT

Exhibit "A"

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	$50.00 permit fee; $50.00 permit renewal fee; $35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	$370 application fee; plus an additional $6 per property owner to be notified			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
MUNICIPAL CODE SITE	**DEPARTMENT**	**DESCRIPTION**	**FEE**	**FINE**	**BOND**	**INSURANCE**
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		$750		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			$2,000	

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased $2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				$5,000

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)(2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	$125			
Part II Chapter 4 Art I Sec 4-5 (a) (3)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (4)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	$625			
Part II Chapter 4 Art I Sec 4-5 (a) (5)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	$75			
Part II Chapter 4 Art I Sec 4-5 (a) (6)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	$3,125			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	$3,500			
Part II Chapter 4 Art I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	$3,000			
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	$905			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	$1,000			
Part II Chapter 4 Art I Sec 4-5 (a) (13)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	$ 500			
Part II Chapter 4 Art I Sec 4-5 (a) (14)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	$1,005; and $905			
Part II Chapter 4 Art I Sec 4-5 (a) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	$1,000; and $900			
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	$ 1,250.00			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	$1,005; and $905			
Part II Chapter 4 Art I Sec 4-5 (a) (18)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	$50.00			
Part II Chapter 4 Art I Sec 4-5 (a) (19)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	$55.00			
Part II Chapter 4 Art I Sec 4-5 (a) (20)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License--Initial and Renewal	$500; and $450			
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	$1,005			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		$2,500 to $5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises $20; Off Premises $10			
Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 4 Art II Sec 4-49 (a)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine		$500		
Part II Chapter 4 Art II Sec 4-49 (b)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine, per day		$50		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal --Permit Fee	$10			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	$10			
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	$20			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	$30; and $10			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	$10; and $50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	$1			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	$30; and $10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	$10; and $50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure--Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure--Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Demolition Permit Fee	$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Swimming Pool Permit Fee	$60			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Driveway Permit Fee	$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Minimum Permit Fee	$20			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		$500		
Part II Chapter 7 Art II Sec 7-32 Sec 114.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		$100, $500		
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	$100			
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	$75			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	$100			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	$150			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee--Up to 200 amps	$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee--200 to 400 amps	$100			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee--400+ amps	$150			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each passenger elevator	$15			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each freight elevator	$3			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	$25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Temporary Electrical Pole Fee	$25			
Part II Chapter 7 Art VI Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		$500		
Part II Chapter 7 Art VI Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Contractor License Fee -- Initial and Renewal	$100, $75			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	$25 ($500 max)			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	$25, $50			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Construction without a permit	Triple the Permit Fee			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (3)	Buildings and Building Regulations	Plumbing. Change of existing service fee	$50			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (4)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	$25, $50			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (5)	Buildings and Building Regulations	Plumbing. Boring Fee	$50			
Part II Chapter 7 Art VII Div 2 Sec 7-397 (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	$100			
Part II Chapter 7 Art VII Div 2 Sec 7-398 (a) (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	$75			
Part II Chapter 7 Art VII Div 2 Sec 7-400 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				$5,000, $10,000, $5,000
Part II Chapter 7 Art VIII Sec 7-432 (4)	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		$50, $500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art XI Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		$500		
Part II Chapter 7 Art XIV Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		$500		
Part II Chapter 7 Art XIV Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	$75			
Part II Chapter 7 Art XIV Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			$10,000	
Part II Chapter 7 Art XIV Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				$50,000, $100,000, $50,000
Part II Chapter 7 Art XV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	$75			
Part II Chapter 7 Art XV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	$15			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art XV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			$2,000	
Part II Chapter 7 Art XV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				$5,000, $10,000, $5,000
Part II Chapter 7 Art XVI Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		$500		
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	$25			
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	$50			
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	$75			
Part II Chapter 7 Art XVI Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			$2,000	

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 7 Art XVI Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance			$5,000, $10,000 $5,000	
Part II Chapter 7 Art XVI Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	$500			
Part II Chapter 7 Art XVI Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	$10			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction $25; subsequent conviction $100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction $25; subsequent conviction $100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction $25; subsequent conviction $100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	$3 per day; or $15 per week; or $50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			$1,000	

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	 $100; $10; $20; $30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	$1,500 annual	$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		$500		
Part II Chapter 8 Art IX Div 2 Sec 8-434	Business, Permits, and Licenses	Residential Sales: License fee	$10			
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		$500		
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	 $25; $10			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 9: CABLE COMMUNICATIONS						
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				General liability Insurance: Bodily injury per person-$500,000. Bodily injury per occurrence - $1,000,000. Property damage per occurrence - $1,000,000. Property damage, aggregate - $1,000,000. Automobile insurance: Bodily injury per person - $500,000 Bodily injury per occurrence $1,000,000. Property damage per occurrence - $1,000,000.
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			$125,000	

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		$500		
Part II Chapter 10 Sec 10-9	Cemeteries	Sale of Lots: Adult Lot; Infant Lot	$500; $200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. If the City provides such services;	$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Additional Tent Fee	$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Opening and Closing Infant Graves	$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Cremation burials	$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. After 4:00PM Monday thru Friday an Overtime charge	$250			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two **Lower** Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	$800 per niche			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two **Upper** Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		$1,000		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	$25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		$30		
Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than $100.00 nor more than twice the amount of such fine.			$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		$10; and $15		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-4 (d) 1	Fire Prevention and Protection	Operating a special amusement building fee	$50			
Part II Chapter 13 Art I Sec 13-4 (d) 2	Fire Prevention and Protection	Conducting a carnival or fair fee	$25			
Part II Chapter 13 Art I Sec 13-4 (d) 3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	$50			
Part II Chapter 13 Art I Sec 13-4 (d) 4	Fire Prevention and Protection	Operating exhibits and trade shows fee	$50			
Part II Chapter 13 Art I Sec 13-4 (d) 5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	$50			
Part II Chapter 13 Art I Sec 13-4 (d) 6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	$25			
Part II Chapter 13 Art I Sec 13-4 (d) 7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure or a tent having an area is excess of 200 square feet, or a canopy in excess of 400 square feet fee	$25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic fire-extinguishing system fee	$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of or modification to fire alarm and detection systems fee	$35			
Part II Chapter 13 Art I Sec 13-4 (d) 10	Fire Prevention and Protection	Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators fee	$100			
Part II Chapter 13 Art I Sec 13-4 (d) 11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	$100			
Part II Chapter 13 Art I Sec 13-4 (d) 12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	$100			
Part II Chapter 13 Art I Sec 13-9 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		$750		
Part II Chapter 13 Art I Sec 13-10 (a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	$15			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 13 Art II Sec 13-37 Sec 109.3 & Sec 111.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties ($500); Amendments of Section 111.4: Failure to Comply penalty ($100-$500)		Amendments of Section 109.3: Violation Penalties = $500 Amendments of Section 111.4: Failure to Comply penalty = between $100 and $500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	$100			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				$1,000,000
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	$100			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				$100,000 for injuries to or death of any one person arising out of any one accident; $300,000 for injuries to or death for more than one person arising out of any one accident; $100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	$25			
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	$25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	$30			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	$75			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		$500		
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for up to 30 Spaces	$30			
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Mobile/Manufactured Home or Travel Trailer/RV Park. Maximum Initial License Fee for each space over 30 spaces	$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine		$100		
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - First Offense		$100		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		$10, $15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		$10, $15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		$200		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		$50 to $200		
Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		$100		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		$500		
Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		$500		
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		$50; $100; $500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		$100; $200		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		$100; $200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		$100; $200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		$100, $200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		$100		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		$100, $200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	$7.50			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	$150			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	 $220; $250; $275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	 $175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	 $110 to $185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	 $35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	 $3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	 $35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	 $25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	$200 Daily Rate; $10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	$25			
CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	$50.00 permit fee; $50.00 permit renewal fee; $35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	$370 application fee; plus an additional $6 per property owner to be notified			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	**Monthly Rate**			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
		Small Polycart (65 gallon)	$16.34			
		Large Polycart (95 gallon)	$20.84			
		Additional Polycart (95 gallon)	$11.00			
		Solid Waste Service Only	$20.84			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	$20.00			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				$100,000, $300,000, $100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	$10			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be $1.00 per foot for each additional foot in excess of 20 feet.	$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		$500	$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				$5,000, $10,000, $5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		$500		
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 26: UTILITIES						

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$22.74			
		1,001—4,000	$4.27			
		4,001—1,000,000	$4.38			
		1,000,001—2,000,000	$4.50			
		More than 2,000,000	$4.60			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$28.43			
		1,001—4,000	$4.27			
		4,001—1,000,000	$4.38			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
		1,000,001—2,000,000	$4.50			
		More than 2,000,000	$4.60			
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$28.43			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
		1,001—4,000	$4.27			
		4,001—1,000,000	$4.28			
		1,000,001—2,000,000	$4.50			
		More than 2,000,000	$4.60			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$26.43			
		1,001—4,000	$6.42			
		4,001—1,000,000	$6.58			
		1,000,001—2,000,000	$6.75			
		More than 2,000,000	$6.91			
		Water Rates: The rate to be charged for furnishing				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$33.05			
		1,001—4,000	$6.42			
		4,001—1,000,000	$6.58			
		1,000,001—2,000,000	$6.75			
		More than 2,000,000	$6.91			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$14.83			
		Over 1,000	$3.28			
		Sewer Rates: The charge for sanitary sewer use by				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$18.55			
		Over 1,000	$3.19			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$22.25			
		Over 1,000	$4.78			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	**Monthly Rate Per Thousand Gallons**			
		0—1,000	$27.81			
		Over 1,000	$4.78			
No Ordinance	Utilities	Septic Hauler Permit Fee	$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Fees	RESERVED			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: <u>Fines</u>: 1st Violation;		Warning		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: <u>Fines</u>: 2nd Violation;		$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: <u>Fines</u>: 3rd Violation;		$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: <u>Fines</u>: 4th and Subsequent Violations		$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		$25		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum $1.25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	$6 per month			
		Commercial				
		Meter Size	**Rate Per Month**			
		3/4” Meter	$6			
		5/8” Meter	$6			
		1” Meter	$6			
		1-1/2” Meter	$7			
		2” Meter	$9			
		3” Meter	$13			
		4” Meter	$17			
		5” Meter	$21			
		6” Meter	$25			
		8" Meter	$34			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	$25			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Se	$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	$50			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	$25			
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance				$5,000, $10,000, $5,000
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			$1,000	$50,000, $100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		$500		

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged **less** than $15 per barrel for the 12 months preceding the anniversary date	$150			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged **more** than $15 per barrel for the 12 months preceding the anniversary date	$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	$1,000			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				$1,000,000

Regular Board of Commissioners **22.**

Meeting Date: 09/20/2021

Final Plat

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a final plat for Trails End Phase I subdivision, located on the east side of North Kickapoo Avenue and north of County Road 112, in the southwest quarter of Section 30, Township 11 North, Range 4 East, containing approximately 46.20 acres. Case No. PL05-21, Applicant: Joel Harrison, PE (Crafton Tull) for Live Orange, LLC.

Attachments

Staff Report

Planning Commission Meeting – 09.01.2021 – City of Shawnee, Oklahoma

Staff Report – PL05-21 – Final Plat – Trails End Phase I

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: August 20, 2021

Subject: PL05-21 – Request for a Final Plat for the Trails End Phase I subdivision located on the east side of N. Kickapoo Avenue and north of County Road 112.

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of September 1, 2021.

Background

On January 6, 2021, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for Trails End subdivision to the City Commission. On January 19, 2021, The Shawnee City Commission voted for conditional of the preliminary plat.

A significant portion of the ±80-acre parcel was its proximity to and with the 100-year floodplain. The two conditions were:

1. Approval from FEMA for a LOMR-F (Letter of Map Revision - with Fill) for east detention pond and 19 lots that are in the 100-year floodplain must be presented with Final Plat submittal.

2. If FEMA does not approve, revisions to the plat - detention pond and lots will need to be located outside the 100-year floodplain (Section 14-97 .1 states any residential structure shall have the lowest floor (including basement) elevated to one or more feet above the base flood elevation).

Discussion

The applicant did apply for a CLOMR-F (Conditional Letter of Map Removal based on Fill) with FEMA. Approval was granted to the majority of the lots. To accommodate the floodplain issues, the applicant submitted a revision of the plat, Trails End Phase I. This project is now m/l 46.20-acres with 74 lots. The Phase I is approximately the north half of the original submission.

Staff reviewed the resubmitted Phase I and requested changes, which the applicant's engineer quickly revised. The common area(s) and stormwater detention have been designed to address the floodplain concerns. City Engineer, Seth Barkhimer, has reviewed the Trails End Phase I and finds it sufficient.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PL05-21,** for Final Plat of Trails End Phase I subdivision as presented.

The application will be heard at the regular City Commission meeting on Monday, September 20, 2021 at 6:00 p.m. in the Commission Chambers of City Hall.

FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only

Case Number:_____

Project Number :_____

Date Filed:_____

Amount Paid :_____

Receipt No.:_____

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

APPLICANT Live Orange, LLC. (Greg Brown)

APPLICANT ADDRESS 2510 E. Independence #400

APPLICANT PHONE NUMBERS (405) 273-1671 (office) (405) 640-5526 (cell)

EMAIL ADDRESS gbrown@gbrownhomes.com

NAME OF PLAT Trails End Section 1

LOCATION N. Kickapoo Street, North of County Road 112

NUMBER OF ACRES 46.20± NUMBER OF LOTS 79

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: $225.00

PLUS **$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____ _____

PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____ _____

TOTAL COST _____

FOR LESS THAN 2 ACRE LOTS: FEE: $225.00

PLUS **$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 79 $100.00

PLUS **$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 29 $ 29.00

TOTAL COST $354.00

OWNER/DEVELOPER INFORMATION:

NAME Same as Applicant

ADDRESS _____

CONTACT NUMBERS _____

EMAIL ADDRESS _____

PROJECT ENGINEER INFORMATION:

NAME Crafton Tull (Joel Harrison, PE)

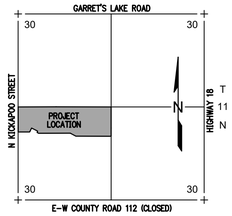
ADDRESS 300 Pointe Parkway Blvd., Yukon, OK 73099

CONTACT NUMBERS (405) 787-6270

EMAIL ADDRESS Joel.Harrison@craftontull.com June.Young@craftontull.com

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

FINAL PLAT
OF
TRAILS END
PHASE 1
A PART OF THE SW/4 OF SECTION 30, T11N, R4E, I.M.
SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:
That LIVE ORANGE, LLC, does hereby certify that they are the owners of and the only persons, firms or corporation having any rights, title, or interest in and to the land shown on the annexed plat and that they have caused the same to be surveyed and platted, and that they hereby dedicate all the streets and easements shown hereon to the public, for the purposes of streets, utilities, and drainage, for their heirs, executors, administrators, successors, and assign forever, and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this _____ day of _____, _____. Covenants, reservations, and restrictions for this addition are contained in a separate instrument.

LIVE ORANGE, LLC

_____
Greg Brown, Manager

STATE OF OKLAHOMA)
)SS:
COUNTY OF POTTOWAMIE)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:
09/22/2024

_____
NOTARY PUBLIC, #16009122

LEGAL DESCRIPTION

A tract of land situate within a portion of the Southwest (SW/4) Quarter of Section Thirty (30), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.) in SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA, being more particularly described as follows:

COMMENCING at the Southwest Corner of said SW/4; thence
N00°39'02"W along the West line of said SW/4 a distance of 1938.98 feet to the POINT OF BEGINNING;
thence continuing

N00°39'02"W a long said West line a distance of 699.94 feet; thence
N89°04'50"E a distance of 2638.42 feet; thence
S00°21'54"E a distance of 833.39 feet; thence
S89°38'06"W a distance of 1020.56 feet; thence
N62°31'54"W a distance of 170.00 feet; thence
N27°28'06"E a distance of 3.09 feet; thence
S89°05'59"W a distance of 891.74 feet; thence
N63°26'37"W a distance of 50.00 feet; thence
N26°33'23"E a distance of 40.52 feet; thence
N63°26'37"W a distance of 190.00 feet; thence
S26°33'23"W a distance of 122.28 feet; thence
S89°20'58"W a distance of 322.66 feet to the POINT OF BEGINNING.

Said tract contains 2,012,509 Sq Ft or 46.20 Acres, more or less.

LAND SURVEYOR'S CERTIFICATE

I, DENVER WINCHESTER, do hereby certify that I am a PROFESSIONAL LAND SURVEYOR, and that the annexed plat represents a survey made under my direction, and that the monuments noted hereon actually exist and their positions are correctly shown.

_____
DENVER WINCHESTER, PLS 1952

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared DENVER WINCHESTER, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:
March 28, 2023

_____
NOTARY PUBLIC, #03005138

CITY PLANNING COMMISSION APPROVAL

I, _____ , Planning Commission Chairperson of the City of SHAWNEE, do certify that the SHAWNEE Planning Commission duly approved this plat on the _____ day of _____, _____.

_____
PLANNING COMMISSION CHAIRPERSON

ACCEPTANCE OF DEDICATION OF CITY COMMISSION

Be it resolved by the Commission of the CITY of SHAWNEE, OKLAHOMA, that the dedications shown on the annexed plat are hereby accepted, adopted by the Commission of the CITY of SHAWNEE, OKLAHOMA, this _____ day of _____, _____.

ATTEST:

_____
CITY CLERK

_____
MAYOR

Owner's Notary Seal

County Treasurer's Seal

Bonded Abstractor's Notary Seal

City CORPORATE Seal

City Clerk Seal

Land Surveyor's Seal
LICENSED PROFESSIONAL LAND SURVEYOR
DENVER WINCHESTER
1952
OKLAHOMA

Surveyor's Notary Seal
DEBRA MACK
NOTARY PUBLIC
#03005138
EXP. 03/28/23
STATE OF OKLAHOMA

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawful bonded abstractor of titles, in and for the County of POTTOWATOMIE, State of OKLAHOMA, hereby certifies that the records of said county show that the title to the land on the annexed plat is vested in LIVE ORANGE, LLC, that on the _____ day of _____, _____, there are no actions pending or judgements of any nature in any court or on file with the clerk of any court in said county and state against said land, or the owners thereof, and that the taxes are paid for the year _____, and prior years, that there are no outstanding tax sales certificates against said land, and no tax deeds are issued to any one person, that there are no liens, mortgages or other encumbrances of any kind against the land included in the annexed plat, except mortgages, mineral rights, water rights, and easements of record previously reserved, excepted or granted.

IN WITNESS WHEREOF, said bonded abstractor has caused this instrument to be executed this _____ day of _____, _____.

FIRST AMERICAN TITLE INSURANCE COMPANY

_____
AUTHORIZED SIGNER

STATE OF OKLAHOMA)
)SS:
COUNTY OF)

Before me, the undersigned Notary Public, in and for said County and State on this _____ day of _____, _____, personally appeared _____, to me known to be the identical person who executed the within and foregoing instrument, as a free and voluntary act and deed, for the uses and purposes herein set forth.

MY COMMISSION EXPIRES:

_____

_____
NOTARY PUBLIC, #

COUNTY TREASURER'S CERTIFICATE

I, _____, do hereby certify that I am the duly elected, qualified and acting County Treasurer of POTTAWATOMIE COUNTY, STATE of OKLAHOMA, that the tax records of said County show all taxes are paid for the year _____, and prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the Office of the County Treasurer, guaranteeing payment of the current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at the CITY of SHAWNEE, OKLAHOMA, this _____ day of _____, _____.

_____
COUNTY TREASURER

CERTIFICATE OF CITY CLERK

I,_____, City Clerk of the CITY of SHAWNEE, STATE of OKLAHOMA, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessment have been paid in full and that there is no special assessment procedure now pending against the land shown on the annexed plat on this _____ day of _____, _____.

_____
CITY CLERK

ADDRESSES

Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

NOTES

1. This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

2. Monuments shall be as follows:
Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"

3. Maintenance of the Common Areas and Islands/Medians in Public Rights-of-Way shall be the responsibility of the Property Owners and/or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

FINAL PLAT
TRAILS END PHASE 1

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com
CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 1 OF 2
DATE: 07/13/21
PROJECT NO.: 20615900

DRAWING: G:\20615900_TRAILS END\SHAWNEE\ACTIVE\SURVEY\DWG\FINAL PLAT.DWG
PLOTTED: 7/13/2021 11:52:14 AM

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	89.40'	100.00'	051°13'26"	N65° 02' 19"W	86.45'
C2	111.75'	125.00'	051°13'26"	N65° 02' 19"W	108.07'
C3	67.05'	75.00'	051°13'26"	N65° 02' 19"W	64.84'
C4	209.59'	500.00'	024°01'01"	S51° 26' 06"E	208.06'
C5	199.11'	475.00'	024°01'01"	S51° 26' 06"E	197.65'
C6	9.14'	525.00'	000°59'50"	S39° 55' 31"E	9.14'
C7	110.90'	525.00'	012°06'13"	S57° 23' 30"E	110.70'
C8	47.92'	100.00'	027°27'24"	S77° 10' 19"E	47.46'
C9	35.94'	75.00'	027°27'24"	S77° 10' 19"E	35.60'
C10	59.90'	125.00'	027°27'24"	S77° 10' 19"E	59.33'
C11	206.59'	100.00'	118°22'07"	N31° 42' 57"W	171.76'
C12	154.94'	75.00'	118°22'07"	N31° 42' 57"W	128.82'
C13	258.24'	125.00'	118°22'07"	N31° 42' 57"W	214.70'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C14	47.92'	100.00'	027°27'24"	S77° 10' 19"E	47.46'
C15	35.94'	75.00'	027°27'24"	S77° 10' 19"E	35.60'
C16	59.90'	125.00'	027°27'24"	S77° 10' 19"E	59.33'
C17	49.51'	100.00'	028°22'07"	N76° 42' 57"W	49.01'
C18	61.89'	125.00'	028°22'07"	N76° 42' 57"W	61.26'
C19	37.13'	75.00'	028°22'07"	N76° 42' 57"W	36.76'
C20	28.34'	35.00'	046°23'50"	N49° 45' 18"E	27.57'
C21	247.58'	52.00'	272°47'40"	S63° 26' 37"E	71.72'
C22	28.34'	35.00'	046°23'50"	S03° 21' 28"W	27.57'
C23	22.25'	35.00'	036°25'43"	N08° 20' 32"E	21.88'
C24	147.80'	52.00'	162°51'26"	S71° 33' 23"W	102.84'
C25	22.25'	35.00'	036°25'43"	S45° 13' 45"E	21.88'

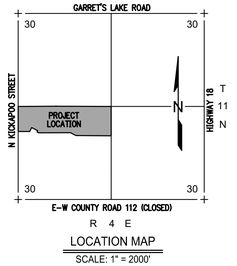
FINAL PLAT
OF
TRAILS END
PHASE 1
A PART OF THE SW/4 OF SECTION 30, T11N, R4E, I.M.
SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA

SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

100 0 100

BASIS OF BEARING = WEST LINE OF THE SW/4 OF SECTION 30, T11N, R4E, I.M. (N00°39'02"W)



LOCATION MAP

SCALE: 1" = 2000'

ADDRESSES

Any addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of legal description.

NOTES

1. This plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors and that said Final Plat complies with the requirements of Title 11, Section 41-108 of the Oklahoma State Statutes.

2. Monuments shall be as follows:
   Magnetic Nail with Washer stamped "CTA CA973" for all Paved Surfaces or
   3/8" Iron Rod with a Plastic Cap stamped "CTA CA973"

3. Maintenance of the Common Areas and Islands/Medians in Public Rights-of-Way shall be the responsibility of the Property Owners and/or Property Owners Association. No structures, storage of material, grading, fill, or other obstructions, either temporary or permanent shall be placed within the drainage related common areas and/or drainage areas shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

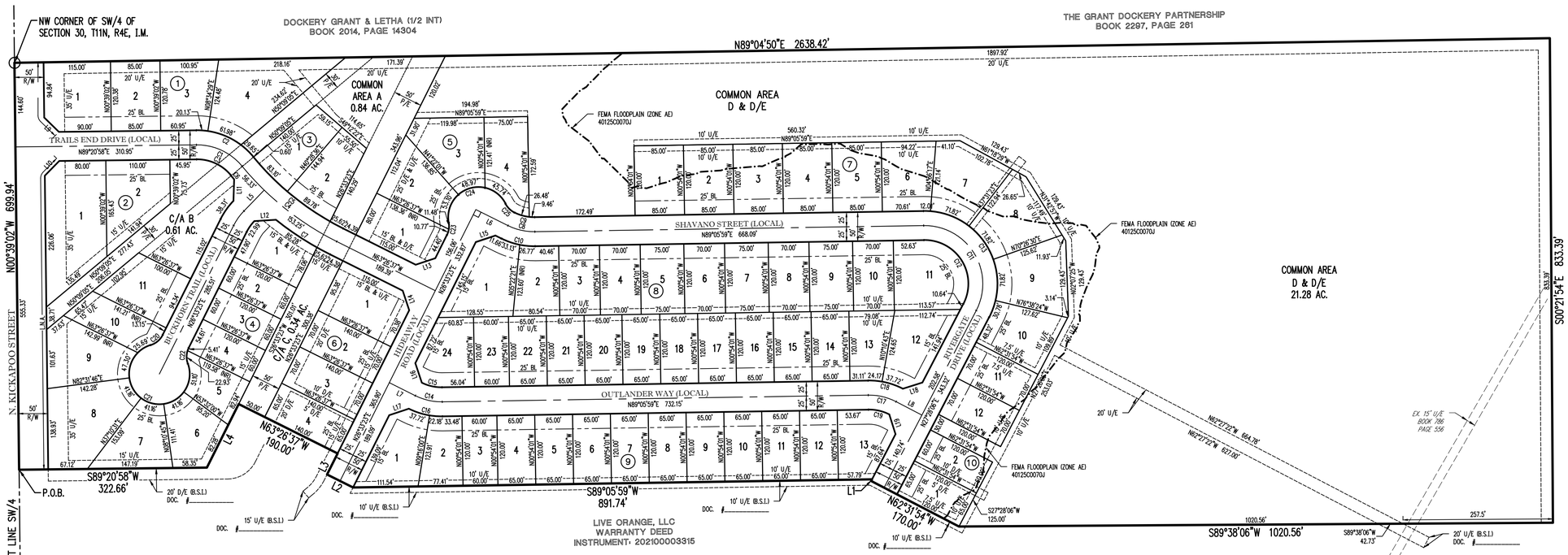
LEGAL DESCRIPTION

A tract of land situate within a portion of the Southwest (SW/4) Quarter of Section Thirty (30), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.) in SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA, being more particularly described as follows:

COMMENCING at the Southwest Corner of said SW/4; thence
N00°39'02"W along the West line of said SW/4 a distance of 1938.98 feet to the POINT OF BEGINNING; thence continuing

N00°39'02"W a long said West line a distance of 699.94 feet; thence
N89°04'50"E a distance of 2638.42 feet; thence
S00°21'54"E a distance of 833.39 feet; thence
S89°38'06"W a distance of 1020.56 feet; thence
N62°31'54"W a distance of 170.00 feet; thence
N27°28'06"E a distance of 3.09 feet; thence
S89°05'59"W a distance of 891.74 feet; thence
N63°26'37"W a distance of 50.00 feet; thence
N26°33'23"E a distance of 40.52 feet; thence
N63°26'37"W a distance of 190.00 feet; thence
S26°33'23"W a distance of 122.28 feet; thence
S89°20'58"W a distance of 322.66 feet to the POINT OF BEGINNING.

Said tract contains 2,012,509 Sq Ft or 46.20 Acres, more or less.



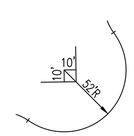
LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	3.09'	N27° 28' 06"E
L2	50.00'	N63° 26' 37"W
L3	40.52'	N26° 33' 23"E
L4	122.28'	S26° 33' 23"W
L5	50.00'	N44° 07' 05"E
L6	61.66'	N63° 26' 37"W
L7	50.00'	N63° 26' 37"W
L8	50.00'	S62° 31' 54"E
L9	35.36'	S45° 39' 02"E
L10	35.36'	S44° 20' 58"W
L11	37.03'	S01° 47' 34"W
L12	37.03'	S86° 26' 36"W
L13	35.36'	N71° 33' 23"E
L14	35.36'	N18° 26' 37"W
L15	35.36'	N71° 33' 23"E
L16	35.36'	S18° 26' 37"E
L17	35.36'	N71° 33' 23"E
L18	35.36'	S72° 28' 06"W
L19	35.36'	N17° 31' 54"W

COMMON AREAS:	
C/A 'A'	0.84 ACRES
C/A 'B'	0.61 ACRES
C/A 'C'	0.34 ACRES
C/A 'D'	21.28 ACRES

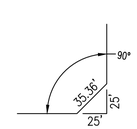
LOT COUNT: 78 LOTS

LEGEND

P.O.B.	POINT OF BEGINNING
EX.	EXISTING
R/W	RIGHT-OF-WAY
BL	BUILDING LIMIT LINE
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
(NR)	NONRADIAL LINE
L.N.A.	LIMITS OF NO ACCESS
C/A	COMMON AREA
P/E	PIPELINE EASEMENT
B.S.I.	BY SEPARATE INSTRUMENT



TYPICAL EYEBROW



TYPICAL BLOCK CORNER

FINAL PLAT
TRAILS END PHASE 1

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION: CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 2 OF 2
DATE: 07/13/21
PROJECT NO.: 20615900

DRAWING: G:\2061\900_TRAILS END\PLAT\STRUCTURES\SURVEY\DWG\FINAL PLAT.DWG
PLOTTED: Tue, Jul 13, 2021 @ 10:13 AM

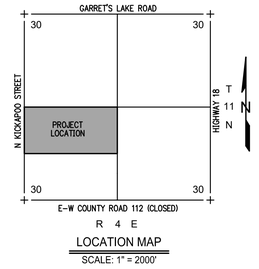
SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

100 0 100

PHASE EXHIBIT
OF
TRAILS END

A PART OF THE SW/4 OF SECTION 30, T11N, R4E, I.M.
SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1" = 2000'

DOCKREY GRANT & LETHA (1/2 INT)
BOOK 2014, PAGE 14304

THE GRANT DOCKERY PARTNERSHIP
BOOK 2297, PAGE 261

N89°04'50"E 2638.42'

TRAILS END DRIVE (LOCAL)

BUCKHORN TRAIL (LOCAL)

HIDEAWAY ROAD (LOCAL)

SHAVANO STREET (LOCAL)

OUTLANDER WAY (LOCAL)

RIVERGATE DRIVE (LOCAL)

HOMESTEAD LANE (LOCAL)

HOMESTEAD LANE (LOCAL)

HIDEAWAY ROAD (LOCAL)

SKYLAND DRIVE (LOCAL)

PHASE 1
PHASE 2

N00°39'02"W 1319.46'

N KICKAPOO STREET
WEST LINE SW/4

S00°21'54"E 1320.38'

S89°05'59"W 2631.83'

THE GRANT DOCKERY PARTNERSHIP
BOOK 2297, PAGE 261

DOCKREY WILLIE F DOCKREY REVOCABLE TRUST
BOOK 2216, PAGE 80

DRAWING: S:\2015\1500_TRAILS END\PHASE\STRUCTURE\CIVIL\DWG\PRELIMINARY PLAT\PHASE EXHIBIT.DWG

PHASE EXHIBIT
TRAILS END

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2022

SHEET NO.: 1 OF 1
DATE: 07/16/21
PROJECT NO.: 20615900

Federal Emergency Management Agency

Washington, D.C. 20472

April 30, 2021

THE HONORABLE ED BOLT
MAYOR, CITY OF SHAWNEE
16 WEST 9TH STREET
SHAWNEE, OK 74801-6812

CASE NO.: 21-06-1474C
COMMUNITY: CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
COMMUNITY NO.: 400178

DEAR MR. BOLT:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Conditional Letter of Map Revision based on Fill (CLOMR-F) Comment Document. This comment document provides additional information regarding the effective NFIP map, the legal description of the property and our comments regarding this proposed project.

Additional documents are enclosed which provide information regarding the subject property and CLOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

CLOMR-F COMMENT DOCUMENT

CLOMR-F-DEN COMMENT DOCUMENT

cc: Mr. Joel Harrison

Federal Emergency Management Agency

Washington, D.C. 20472

April 30, 2021

THE HONORABLE ED BOLT
MAYOR, CITY OF SHAWNEE
16 WEST 9TH STREET
SHAWNEE, OK 74801-6812

CASE NO.: 21-06-1474C
COMMUNITY: CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA
COMMUNITY NO.: 400178

DEAR MR. BOLT:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map. Using the information submitted and the effective NFIP map, our determination is shown on the attached Conditional Letter of Map Revision based on Fill (CLOMR-F) Comment Document. This comment document provides additional information regarding the effective NFIP map, the legal description of the property and our comments regarding this proposed project.

Additional documents are enclosed which provide information regarding the subject property and CLOMR-Fs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document. If you have any questions about this letter or any of the enclosures, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:

CLOMR-F COMMENT DOCUMENT
CLOMR-F-DEN COMMENT DOCUMENT

cc: Mr. Joel Harrison

bcc: LOMC Subscription Service
PTS Case File
PTS Project File

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA	Proposed Lots 1 through 8, 11 and 12, Block 7; Lots 1 through 6, Block 10; Lots 13, 14, and 15, Block 12, Trails End
	COMMUNITY NO.: 400178	
AFFECTED MAP PANEL	NUMBER: 40125C0070J	
	DATE: 5/16/2019	

FLOODING SOURCE: ROCK CREEK; TRIBUTARY NO. 1 TO ROCK CREEK

APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY:35.397027, -96.924904
SOURCE OF LAT & LONG: LOMA LOGIC **DATUM: NAD 83**

COMMENT TABLE REGARDING THE PROPOSED PROPERTY (PLEASE NOTE THAT THIS IS NOT A FINAL DETERMINATION. A FINAL DETERMINATION WILL BE MADE UPON RECEIPT OF AS-BUILT INFORMATION REGARDING THIS PROPERTY.)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	**OUTCOME** WHAT WOULD BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
1-4	10	Trails End	--	Property	X (unshaded)	973.8 feet	--	973.9 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

DETERMINATION TABLE (CONTINUED)
CONDITIONAL LOMR-F DETERMINATION
STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's comment regarding a request for a Conditional Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the proposed property(ies) would not be located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood) if built as proposed. Our final determination will be made upon receipt of a copy of this document, as-built elevations, and a completed Community Acknowledgement form. Proper completion of this form certifies the subject property is reasonably safe from flooding in accordance with Part 65.5(a)(4) of our regulations. Further guidance on determining if the subject property is reasonably safe from flooding may be found in FEMA Technical Bulletin 10-01. A copy of this bulletin can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at http://www.fema.gov/mit/tb1001.pdf. This document is not a final determination; it only provides our comment on the proposed project in relation to the SFHA shown on the effective NFIP map.

This comment document is based on the flood data presently available. The enclosed documents provide additional information regarding this request. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	**OUTCOME** WHAT WOULD BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
5	10	Trails End	--	Property	X (unshaded)	974.0 feet	--	974.1 feet
11 - 12	7	Trails End	--	Property	X (unshaded)	973.8 feet	--	973.9 feet
3	7	Trails End	--	Property	X (unshaded)	974.1 feet	--	974.2 feet
4	7	Trails End	--	Property	X (unshaded)	974.0 feet	--	974.1 feet
5	7	Trails End	--	Property	X (unshaded)	973.9 feet	--	974.1 feet
6	7	Trails End	--	Property	X (unshaded)	973.8 feet	--	974.0 feet
7	7	Trails End	--	Property	X (unshaded)	973.8 feet	--	974.0 feet
8	7	Trails End	--	Property	X (unshaded)	973.8 feet	--	973.8 feet

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

CONDITIONAL LOMR-F DETERMINATION (This Additional Consideration applies to the preceding 9 Properties.)

Comments regarding this conditional request are based on the flood data presently available. Our final determination will be made upon receipt of this Comment Document, certified as-built elevations and/or certified as-built survey. Since this request is for a Conditional Letter of Map Revision based on Fill, we will also require the applicable processing fee, and the "Community Acknowledgement" form. Please note that additional items may be required before a final as-built determination is issued.

This letter does not relieve Federal agencies of the need to comply with Executive Order 11988 on Floodplain Management in carrying out their responsibilities and providing Federally undertaken, financed, or assisted construction and improvements, or in their regulating or licensing activities.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the CLOMR-F COMMENT DOCUMENT)

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency

Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL
COMMENT DOCUMENT

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA	Proposed Lots 1 through 8, 11 and 12, Block 7; Lots 1 through 6, Block 10; Lots 13, 14, and 15, Block 12, Trails End
	COMMUNITY NO.: 400178	
AFFECTED MAP PANEL	NUMBER: 40125C0070J	
	DATE: 5/16/2019	

FLOODING SOURCE: ROCK CREEK; TRIBUTARY NO. 1 TO ROCK CREEK

APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY:35.397027, -96.924904
SOURCE OF LAT & LONG: LOMA LOGIC **DATUM: NAD 83**

COMMENT TABLE REGARDING THE PROPOSED PROPERTY (PLEASE NOTE THAT THIS IS NOT A FINAL DETERMINATION. A FINAL DETERMINATION WILL BE MADE UPON RECEIPT OF AS-BUILT INFORMATION REGARDING THIS PROPERTY.)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	**OUTCOME** WHAT WOULD NOT BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
6	10	Trails End	--	Property	AE	974.5 feet	--	974.1 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

DETERMINATION TABLE (CONTINUED)
CONDITIONAL LOMR-F DETERMINATION
STATE LOCAL CONSIDERATIONS

This document provides the Federal Emergency Management Agency's comment regarding a request for a Conditional Letter of Map Revision based on Fill for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the proposed property(ies) would be located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood) if built as proposed. Therefore, flood insurance is required for the property described above. If fill is placed on the subject property to raise its elevation above the base flood elevation after the effective date of the first NFIP map showing the property in the SFHA, then, for the subject property to be outside of the SFHA, it must be demonstrated that the subject property is reasonably safe from flooding in accordance with Part 65.5(a)(4) of our regulations. Further guidance on determining if the subject property is reasonably safe from flooding may be found in FEMA Technical Bulletin 10-01. A copy of this bulletin can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at http://www.fema.gov/mit/tb1001.pdf.

This comment document is based on the flood data presently available. The enclosed documents provide additional information regarding this request and information regarding your options for obtaining a Letter of Map Revision based on Fill. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

CONDITIONAL LETTER OF MAP REVISION BASED ON FILL COMMENT DOCUMENT

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	**OUTCOME** WHAT WOULD NOT BE REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
13	12	Trails End	--	Property	AE	976.2 feet	--	975.1 feet
14	12	Trails End	--	Property	AE	975.8 feet	--	974.8 feet
15	12	Trails End	--	Property	AE	975.4 feet	--	974.2 feet
1	7	Trails End	--	Property	AE	974.7 feet	--	974.2 feet
2	7	Trails End	--	Property	AE	974.6 feet	--	974.2 feet

CONDITIONAL LOMR-F DETERMINATION (This Additional Consideration applies to the preceding 6 Properties.)

Comments regarding this conditional request are based on the flood data presently available. Our final determination will be made upon receipt of this Comment Document, certified as-built elevations and/or certified as-built survey. Since this request is for a Conditional Letter of Map Revision based on Fill, we will also require the applicable processing fee, and the "Community Acknowledgement" form. Please note that additional items may be required before a final as-built determination is issued.

This letter does not relieve Federal agencies of the need to comply with Executive Order 11988 on Floodplain Management in carrying out their responsibilities and providing Federally undertaken, financed, or assisted construction and improvements, or in their regulating or licensing activities.

STATE AND LOCAL CONSIDERATIONS (This Additional Consideration applies to all properties in the CLOMR-F-DEN COMMENT DOCUMENT)

Please note that this document does not override or supersede any State or local procedural or substantive provisions which may apply to floodplain management requirements associated with amendments to State or local floodplain zoning ordinances, maps, or State or local procedures adopted under the National Flood Insurance Program.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

DOC STAMPS $ 0.00

RETURN TO:
Live Orange, LLC
2510 E. Independence, Suite 400
Shawnee, OK 74804

202100003315
Filed for Record in
POTTAWATOMIE OKLAHOMA
RAESHEL FLEWALLEN, COUNTY CLERK
03-10-2021 At 01:22 pm.
WARR DEED 20.00

Instrument 202100003315 PG 1 OF 2

WARRANTY DEED

That **John Gregory Brown and Christine Brown, husband and wife, and James Andrew Hammons and Baylee Hammons, husband and wife, and Jamie Hammons, a single person, and Cody Lilley and Summer Lilley, husband and wife** in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Live Orange, LLC** (the "Grantee"), the following described real property and premises situate in **Pottawatomie** County, State of **Oklahoma**, to-wit:.

The North Half of the Southwest Quarter (N/2 SW/4) of Section Thirty (30), Township Eleven (11) North, Range Four (4) East of the Indian Meridian, Pottawatomie County, Oklahoma, LESS and EXCEPT the following described real property: A part of the Northwest Quarter of the Southwest Quarter of Section Thirty (30), Township Eleven (11) North, Range Four (4) East of the I.M., Pottawatomie County Oklahoma, being more particularly described as follows: Beginning at the Northwest corner of the Southwest Quart (NW/c SW/4) of said Section Thirty (30), Township Eleven (11) North, Range Four (4) East of the Indian Meridian; Thence Southerly along the West Section line a distance of 1307 feet to the true Point of Beginning; Thence Northerly along the West Section line a distance of 660 feet; Thence East a distance of 660 feet; Thence South a distance of 660 feet; Thence West a distance of 660 feet to the Point of Beginning

Property Address: **6011 North Kickapoo Avenue, Shawnee, OK 74804**

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, as such joint tenants, and to the heirs and assigns of the survivor, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this **24th Day of February, 2021**

John Gregory Brown

Christine Brown

James Andrew Hammons

Baylee Hammons

Jamie Hammons

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

Cody Lilley

Summer Lilley

INDIVIDUAL ACKNOWLEDGMENT-OKLAHOMA FORM

STATE OF OKLAHOMA }
} ss.
County of Pottawatomie },

This instrument was acknowledged before me on February 24, 2021, by John Gregory Brown and Christine Brown and James Andrew Hammons and Baylee Hammons and Jamie Hammons and Cody Lilley and Summer Lilley.

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

L. Smith, Notary Public

My commission expires: 09/22/2022
Commission Number: 16009122

NOTARY SEAL PUBLIC
L. SMITH
Notary Public
State of Oklahoma
Commission #16009122 Exp: 09/22/24

Regular Board of Commissioners **23.**

Meeting Date: 09/20/2021

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 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit) for the purpose of operating a Bed and Breakfast/Airbnb (short-term rental). Case No. CUP03-21, Applicants: Zachary and Jennifer Grinnell and Sheri and Greg Rhodes. *(Deferred by the Planning Commission to the October 13, 2021 meeting.)*

Attachments

CUP03-21 Staff Rpt

CUP03-21 Ord

MEMORANDUM

DATE: September 14, 2021

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

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

==========

CASE: CUP03-21 **REQUEST:** Rezoning from A-1 and A-1 with LPZ overlay with a CUP to operate a Bed & Breakfast/Airbnb (short-term rental)

Applicant: Grinnell and Rhodes families

Address: 15413 Nickens Rd. Shawnee, OK

Legal Description: S6 - T10N - R4E ±2.5-acres

Current Zoning: A-1 Requested Zoning: A-1 w/LPZ and a CUP

Staff Recommendation: Defer to Oct. 13, 2021 PC meeting

==========

Planning Commission Meeting Date: September 1, 2021

PC Recommendation: Deferred to Oct. 13, 2021 PC meeting

Conditions:

Vote: 5 -- 0 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
WALKER	Rec. Approval		X			
LOFTIS-WALTON			X			
JOHNSON			X			
DEEM (CHAIR)			X			
LESTER		2nd	X			
ENGLES						
ROWELL						

Planning Commission Meeting – 09.01.2021 – City of Shawnee, Oklahoma

Staff Report – CUP03-21– Conditional Use Permit – 15413 Nickens Rd

---

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: August 25, 2021

Subject: CUP-03-21 – Request for a Rezoning overlay clarification and Conditional Use Permit (CUP) at 15413 Nickens to operate a Bed & Breakfast/Airbnb

---

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of September 1, 2021.

Background

The subject property is located at 15413 Nickens Road *a/k/a* Cabin Site Lease #033928. The Rezoning overlay clarification is to include the correct zoning overlay of LPZ (Lake Protection Zone). This overlay is applicable to all City-owned Lake Lot Leases. The request for a Conditional Use Permit (CUP) is to operate a short-term rental (Bed & Breakfast/Airbnb). The applicants for this CUP request are the Grinnell and Rhodes families

Discussion

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] in DIVISION 4. - Agricultural Uses, Section 22-260.- Uses. The uses permitted with zoning A-1 (Rural Agricultural District) include “Bed & Breakfast” is a permitted use in A-1 zoning.

Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *“The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located….”* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project. Operations under **CUP03-21** shall adhere to all regulations within Code of Ordinances of the City of Shawnee, Oklahoma.

Home Sharing is a temporary rental of a dwelling (or rooms of a dwelling). AirBnb and VRBO are examples of platforms used for home sharing. The Shawnee City Commission is in the process of reviewing the concept of home sharing and its applicability in the City of Shawnee.

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: 20210667
Project Number :
Date Filed: 7-29-2021

Planning Commission Secretary

REQUEST:

_____Rezoning
_____Conditional Use Permit
__✓__Rezoning w/Conditional Use Permit
_____Planned Unit Development

10 N 2E 14

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 A1 District to LPZ with CUP District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 15413 Nickens Rd. Shawnee OK 74801
LEGAL DESCRIPTION: Cabin Site Lease # 033928 Belcher Shawnee Lake Addn Lot 7
PROPERTY OWNER (S): Zachary and Jennifer Grinnell / Sheri and Greg Rhodes
PROPERTY AGENT **(APPLICANT):**
APPLICANT'S ADDRESS: 25492 Kings Rd
CITY: Tecumseh STATE: OK ZIP: 74873
EMAIL ADDRESS: Zgrinnell@gmail.com
TELEPHONE NUMBER: (580) 736-1470 CONTACT NUMBER: ( ) same

DIMENSIONS OF PROPERTY: AREA: WIDTH:
LENGTH: FRONTAGE:

CURRENT ZONING: A1 **CURRENT USE:** Residential
PROPOSED ZONING: LPZ w/ CUP **PROPOSED USE:** Air BnB / Bed & Breakfast

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.

Zachary Grinnell Sheri Rhodes
Jennifer Grinnell Greg Rhodes
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

REZONING &/OR C.U.P FEE $ 280.00 **PLANNED UNIT DEVELOPMENT FEE $ 550.00**
RECEIPT NO. 585 **NOTIFICATION SIGN $ 50.00**
V#1048 7-30-2021
PLANNING COMMISSION ACTION: **DATE:**
CITY COMMISSION ACTION: **DATE:**
PLACE ON ZONING MAP: **ORDINANCE NO.:**

City of Shawnee Planning Commission

We wish to apply for a conditional use permit that will allow us to have the ability to use our lake house at Shawnee Lake as a short-term rental listed on Air BNB and/or VRBO. Our family purchased the home last summer and have loved our time at Shawnee Lake. A little background on our family, Sheri Hale-Rhodes was a Shawnee High graduate and she taught at Shawnee Public School for 22 years and her son Zac Grinnell was a Shawnee High School graduate as well. Sheri and her family have been Shawnee residents since 1975, and her father was a local business owner. The family continues to be active in the community by regularly volunteering at local organizations such as Legacy Parenting Center and Community Market and also serve as members of the local Life Church. We truly are investing in seeing the City of Shawnee continue to grow and prosper and feel that our rental provides sales tax income to the city and guests spending their money at local restaurants and shops.

We request to have the ability to list our home as a short-term rental on Air BNB / VRBO and share our lake house with vacationers and tourists. We do receive a financial gain when we do rent our home, but we also feel this is a great way for families and tourists to experience all the wonderful things Shawnee Lake and the city of Shawnee has to offer during their time at our home. Some of the rental guests have been families that have children attending OBU, a group of softball players playing a local tournament at FireLake, multiple families traveling with children that get to experience fishing, swimming, and relaxing at the lake, and guests from other states that have told us they never knew a wonderful lake like ours existed near Shawnee.

We understand that we have neighbors that own homes on both sides of our home and we understand some of their concerns with vacationers and tourists staying at our home. We want to try our best to minimize any adverse outcomes from our short-term rentals. As the active manager for our home, we have the ability to approve or deny any rental request for our home and we will continue to be prudent on who we chose to stay at our home.

The rules we established for the home were no large gatherings clearly listed on our home description, no pets, quiet hours from 10pm to 6am, and a maximum overnight guest of 6-8 people. We indicate that our backyard is shared with others since there is no fencing to clearly show property lines. In the home manual there are photos showing where the property boundaries are and ask that guests stay within the boundaries. We have plenty of space for guests to swim directly in front of our home and not be over near the neighbor's property. We do share a common driveway and gate entrance with our neighbors to the west. To alleviate some of the issues this may cause we provide a temporary gate code to our guests which is then deleted following their stay. We have recently purchased 4 highly visible metal signs that indicate our home parking locations and a sign pointing to the west showing no parking and to not block the neighbor's driveway.

All of our guests have expressed what an amazing experience Shawnee Twin Lakes has provided for their family and friends and wish to come back again soon. We know we are blessed to have

this lake property and while we do get a financial gain from the short-term rentals, we also feel this is a way to bless other families with an opportunity to have a great experience at the lake at an affordable rate.

We ask that our conditional use permit be approved, and we will continue our commitment to abide by all rules and ordnances required by the city of Shawnee. We also pledge to promote open communication with our neighbors, so they are not negatively impacted by our short-term rentals.

Thank you for the consideration,
Zac and Jenn Grinnell
Greg and Sheri Rhodes

The parking area at our home is 67 feet long and 43 feet wide. It is easily accessible for 4-5 vehicles to park in our parking area.

We have purchased high visibility signs that clearly show where our home and parking area is and where not to park and block the neighbor's driveway.

67 feet long
43 feet wide

Signs showing where our parking area is and where not to park or block driveway

Neighbor's
Driveway

15413
Nickens Rd.
Please Park Here
No Parking
Please Do Not Block Driveway

file copy

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #CUP03-21

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

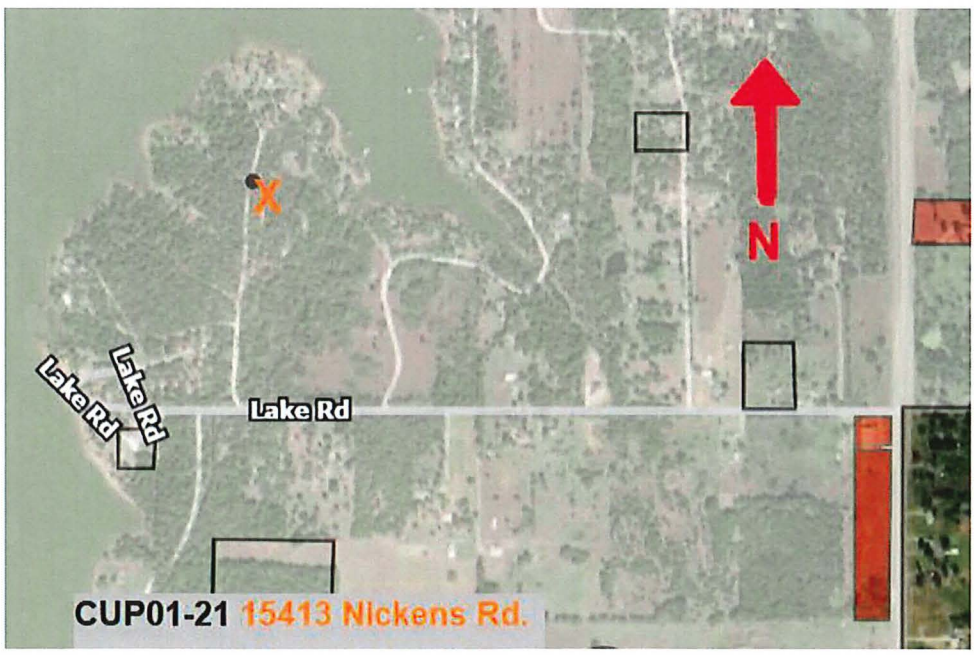
Case number CUP03-21 is for a rezoning and CUP (conditional use permit).
The property is located at **5413 Nickens Rd.**
Current zoning is **A-1 (Rural Agricultural District).**
Proposed zoning is **LPZ (Lake Protection Zone) with CUP (Conditional Use Permit).**
CUP request is for a **Bed and Breakfast/Air BnB.**
Applicants are the **Grinnell and Rhodes families.**

The public hearings for **CUP03-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

September 1, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
September 20, 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 August 11, 2021, by Rachel Clyne, City Planner.



Lease holders within 300 feet of 15413 Nickens Rd.

Ellen Chidester – 15508 Nickens Rd. Mailing – 1205 N Lawton Moore, OK 73160

Kenneth & Rita Sparks 15411 Nickens Rd. Mailing PO Box 452 McCloud OK 74851

Robert and Traci Murphy 15509 Nickens Rd Mailing 3451 Fish Market Rd. McCloud OK 74851

Edward Hall, Kasey Miller 15605 Nickens Rd. Mailing 3148 SW 93rd OKC OK 73159

Michael & Kirk Lowery 33112 33114 Post Office Neck. Mailing 2009Brook Hollow Shawnee OK 74804

Kristi & Alvin Peterson 33202 Post Office Neck – Mailing Same Shawnee OK 74801

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:

CABIN SITE LEASE
LEASE# 033928

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of 5/18/2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

GREGORY & SHERI RHODES
of 25492 KINGS RD TECUMSEH OK 74873 ,
ZACHARY AND JENNIFER GRINNELL
of 25492 KINGS RD TECUMSEH OK 74873,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **$ 731.00** dollars for **2020**, 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 a 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:

15413 NICKENS 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

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 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 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

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 rule 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 many 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 to 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

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 or 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.

THE CITY OF SHAWNEE ★ SEAL ★ OKLAHOMA

ATTEST:

CITY CLERK

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #CUP03-21

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

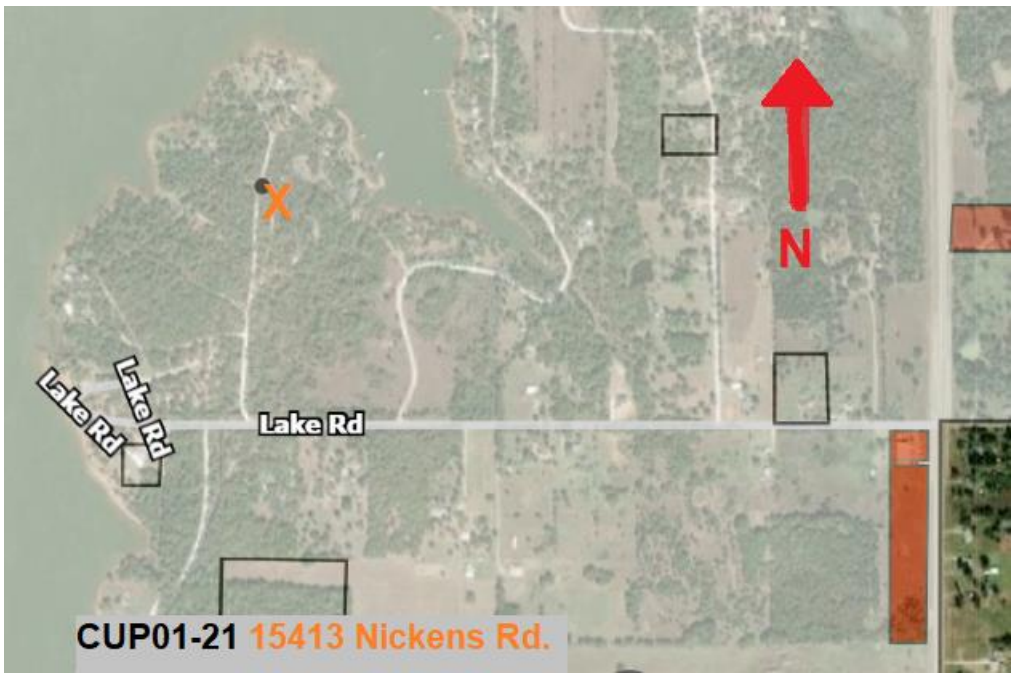
Case number CUP03-21 is for a rezoning and CUP (conditional use permit).
The property is located at **5413 Nickens Rd.**
Current zoning is **A-1 (Rural Agricultural District).**
Proposed zoning is **LPZ (Lake Protection Zone) with CUP (Conditional Use Permit).**
CUP request is for a **Bed and Breakfast/Air BnB.**
Applicants are the **Grinnell and Rhodes families.**

The public hearings for **CUP03-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

September 1, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
September 20, 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 August 11, 2021, by Rachel Clyne, City Planner.



RECEIVED
AUG 2 5 2021
CITY CLERK

City of Shawnee Planning Commission,

We wish to protest the rezoning and conditional use permit request for a Bed and Breakfast/Airbnb located at 15413 Nickens Road on Shawnee Twin Lakes. We are the adjacent neighbors to the East of the Airbnb applicants. We purchased the home in 2017. Over the last four years we have enjoyed the lake with our family. We have also enjoyed getting to know our neighbors and creating friendships.

In the Summer of 2020, the Grinnell/Rhodes family, purchased the home next to ours and immediately began operating an Airbnb. We read the city lake lease agreement and the city Code of Ordinance and discovered that Airbnb's were not allowed. We had concerns with an Airbnb operating so close to our home. We expressed our concerns and explained Airbnb's were not allowed per the code with the owner and the acting operating property manager. Our home is approximately 33 feet from the Airbnb. Frequently Airbnb guests would unknowingly and knowingly use our property (see photos). We are also concerned with the safety of our children, grandchildren, and pets. Although hosts can deny requests to rent Airbnb's, there is no way to truly know who is renting the property, if this person is a law-abiding citizen, sex-offender or if the person renting the property will be present. It is difficult for our family to relax and enjoy our home knowing there are complete strangers just a few feet away.

In July 2020, we notified the city of Shawnee and they confirmed that Airbnb's were not permitted in the Lake Protection Zone and that code enforcement would be notified. Article V of the Shawnee Twin Lakes Lake Protection Zone Code of Ordinance is attached below. After our discussion with the City of Shawnee the Airbnb continued to operate and we continued to experience trespassing and lack of privacy. After several weeks we notified our ward city commissioner Bob Weaver. We asked Bob to seek clarification with the proper officials. The city manager at that time called us to state that he was aware of the problem and agreed it was not allowed under the Lake Protection Zone. He further stated that the Airbnb fell under "subletting" and he would take care of it and asked that we give him some time to handle it. After several more weeks the Airbnb continued having guests and we continued to experience problems. We were advised to install security cameras and document incidents.

Over the course of 2020 and 2021 the Airbnb continued to operate. We had multiple conversations and meetings with our city commissioner and the former city manager notifying them of issues we were experiencing. We also attended three City commission meetings and spoke on record explaining our concerns and the problems we were experiencing. We asked for clarification, guidance, and action, but we received none.

On June 18, 2021 there was a large event at the Airbnb. The Sparks (adjacent neighbors to the west of the Airbnb) front yard was used as parking by some of the Airbnb guests. The homeowner, Reta Sparks, was in her front yard and asked the guests not to park in her yard because it was not part of the rental property. The guests did not respond kindly, and multiple seemingly intoxicated Airbnb guests aggressively verbally confronted Reta. Reta asked to speak to the person who rented the Airbnb but was notified that the renter was not present and

would not be back until the following day. He had rented the property for a "company party" for his employees to use, but was not physically present at that time. The owner of the Airbnb was notified. I phoned the city the following Monday and was referred to the planning director, Rebecca Blaine. I explained the situation we have been dealing with the past year and the altercation that happened over the weekend. She advised me she was not aware of the Airbnb operating at the lake and stated it was against city code and she would be sending a cease and desist letter to the owners. She notified me on June 22, 2021 the letter had been sent and shortly after the Airbnb listing was removed. We were contacted by one of the owners, who informed us he would not be operating the Airbnb any longer and that he would not be pursuing a permit in the future.

Recently, we were made aware of the notice posted in front of 15413 Nickens Road. We would like to point out that although Bed and Breakfasts are allowed at the lake with a conditional use permit, the proposed application for the Airbnb/Bed and Breakfast is misleading. Airbnb is not a Bed and Breakfast. A bed and breakfast in the code is defined as a dwelling occupied by the owner (see Sec. 22-206. Definitions attached below). The Airbnb is not owner occupied as they leave the premise and rent the entire home to guests without being present. All lake leaseholders are required to sign a lease agreement with the city of Shawnee. The conditions of the lease are taken from Sec. 16-322 Assignment of lease; sale of improvements (see attached). The first sentence of this code states No lease entered into under this division shall be assigned or sublet. Although there is not legal definition for Airbnb, VRBO or any other vacation rental because they are trademarked company names, they provide opportunity for property rentals. Therefore, this definition should fall under the category of "assigned or sublet". Further, Sec. 22-121.-Prohibited uses expressly states that unless the use is specifically listed as permitted, it is not allowed. Airbnb's, VRBO's or other vacation rentals are not specifically listed in Sec. 22-120 – Permitted uses that Sec 22-121 refers to. Sec 22-120.-Permitted Uses also expressly states that an application for conditional permit within the LPZ (Lake Protection Zone) shall provide public notice and notice shall be mailed to ALL lease holders within 300 feet of the exterior boundaries of the subject lease. To our knowledge this was not done. Although vacation rentals are operating in other parts of the city, please refer to the LPZ. In article V. sec 22-118 of the LPZ it states that "where two or more provision conflict, the more stringent interpretation shall prevail".

We are asking that the conditional use permit be denied based on the applicable city codes (attached below), Lake Protection Zone and for the numerous nuisances we have experienced and documented over the past year when the Airbnb knowingly operated against city code and disregarded our personal property, privacy and safety.

Thank you,
Robert and Traci Murphy

The applicant states in advertised Airbnb listing that no events and no pets are allowed. Applicant's personal letter submitted with application also states no large gatherings. The rules were also in place when the Airbnb was previously operating. Below is a brief summary of problems we have experienced with this Airbnb. We have also attached a small portion of the photos we have documenting trespassing issues.

- Approximately 25 documented times Airbnb guests have crossed onto our property. Sometimes multiple times throughout the day.
- Approximately 3 documented times Airbnb guests with leashed dogs have used our yard to potty.
- Approximately 7 documented times that Airbnb guests' dogs have come on our property unattended and Airbnb guests came over to retrieve them.
- Approximately 2 times Airbnb guests drove into our entrance thinking it was the Airbnb entrance.
- 2 Large events held on Airbnb property

ATTACHMENTS

- FIGURE 1: Aerial view of involved sites
- FIGURE 2: Aerial view of estimated property lines
- FIGURE 3: View of Airbnb & Murphy back yard showing approx. boundaries
- FIGURE 4: View of Murphy & Airbnb front yard
- FIGURE 5: Side view of Murphy & Airbnb yard
- FIGURE 6: Airbnb guests in Murphy yard with their dogs
- FIGURE 7: Airbnb guests in Murphy yard with their dogs
- FIGURE 8: Airbnb guests in Murphy yard crossing to Airbnb front yard
- FIGURE 9: Airbnb guests digging in Murphy yard/flower bed
- FIGURE 10: Airbnb guest in Murphy yard crossing from Airbnb front yard
- FIGURE 11-12: Airbnb large wedding event
- Exhibit 1: City of Shawnee Code of Ordinance Sec. 22-117 and 22-118
- Exhibit 2: City of Shawnee Code of Ordinance Sec. 22-120 Permitted Uses and Sec. 22-121 Prohibited uses
- Exhibit 3: City of Shawnee Code of Ordinance Sec. 22-206 Definitions. Bed & Breakfast defined
- Exhibit 4: City of Shawnee Code of Ordinance Sec. 16-322 Assignment of lease; sale of improvements.

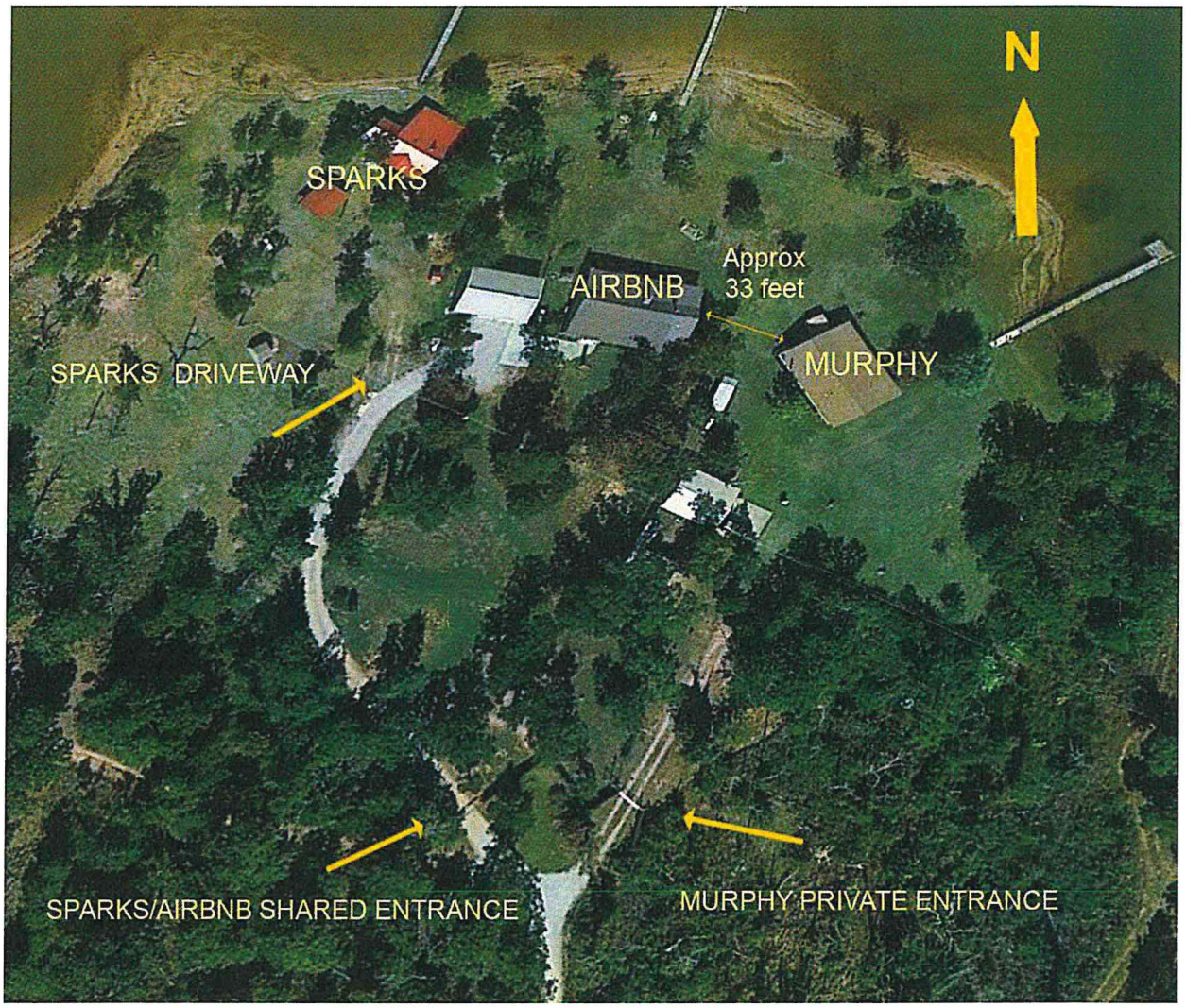

N
SPARKS
AIRBNB
Approx
33 feet
MURPHY
SPARKS DRIVEWAY
SPARKS/AIRBNB SHARED ENTRANCE
MURPHY PRIVATE ENTRANCE

FIGURE 1

FIGURE 2

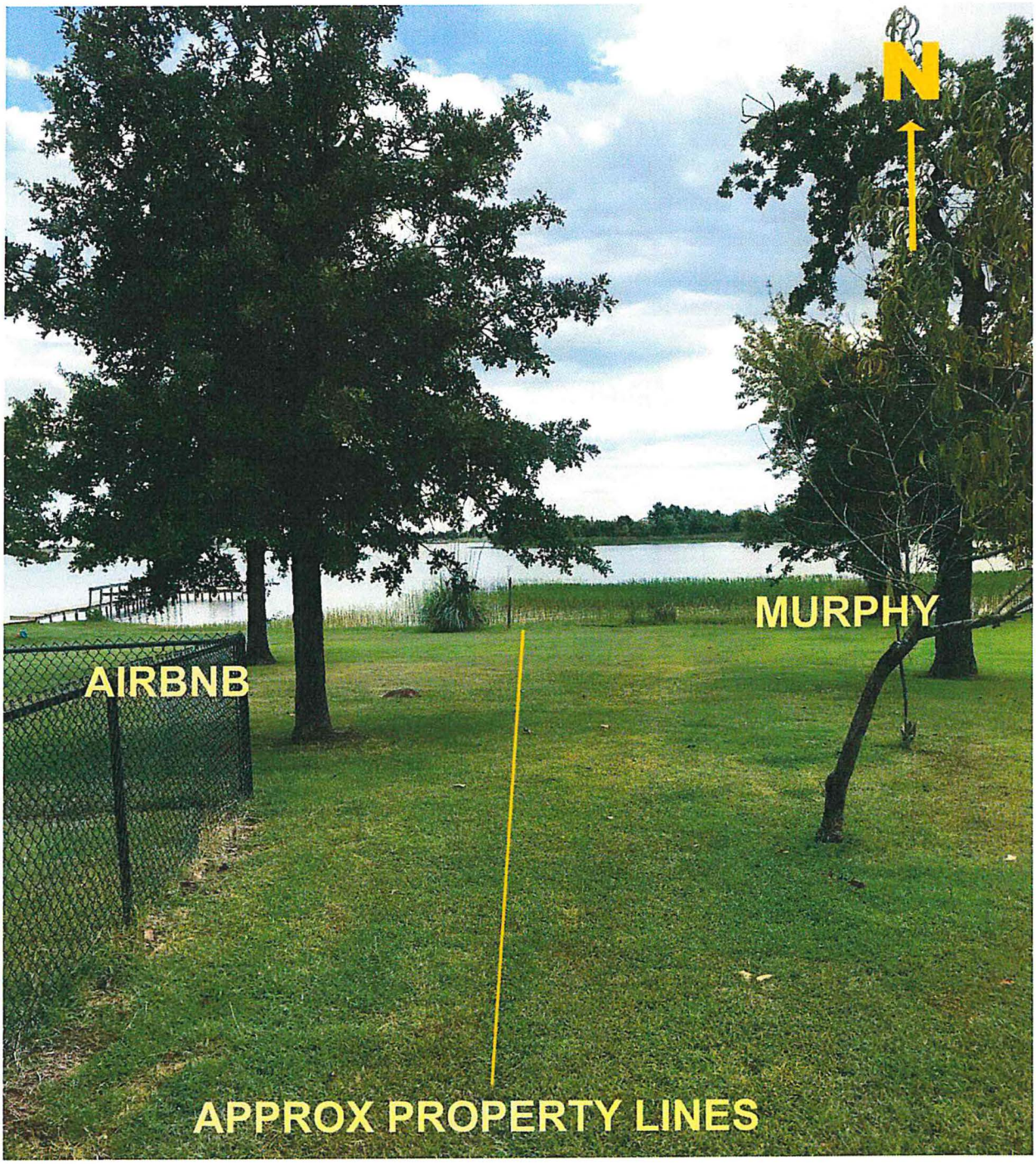


FIGURE 3

AIRBNB YARD & ENTRANCE
MURPHY FLOWERS
MURPHY TREE
MURPHY PROPANE TANK
MURPHY FRONT YARD

FIGURE 4

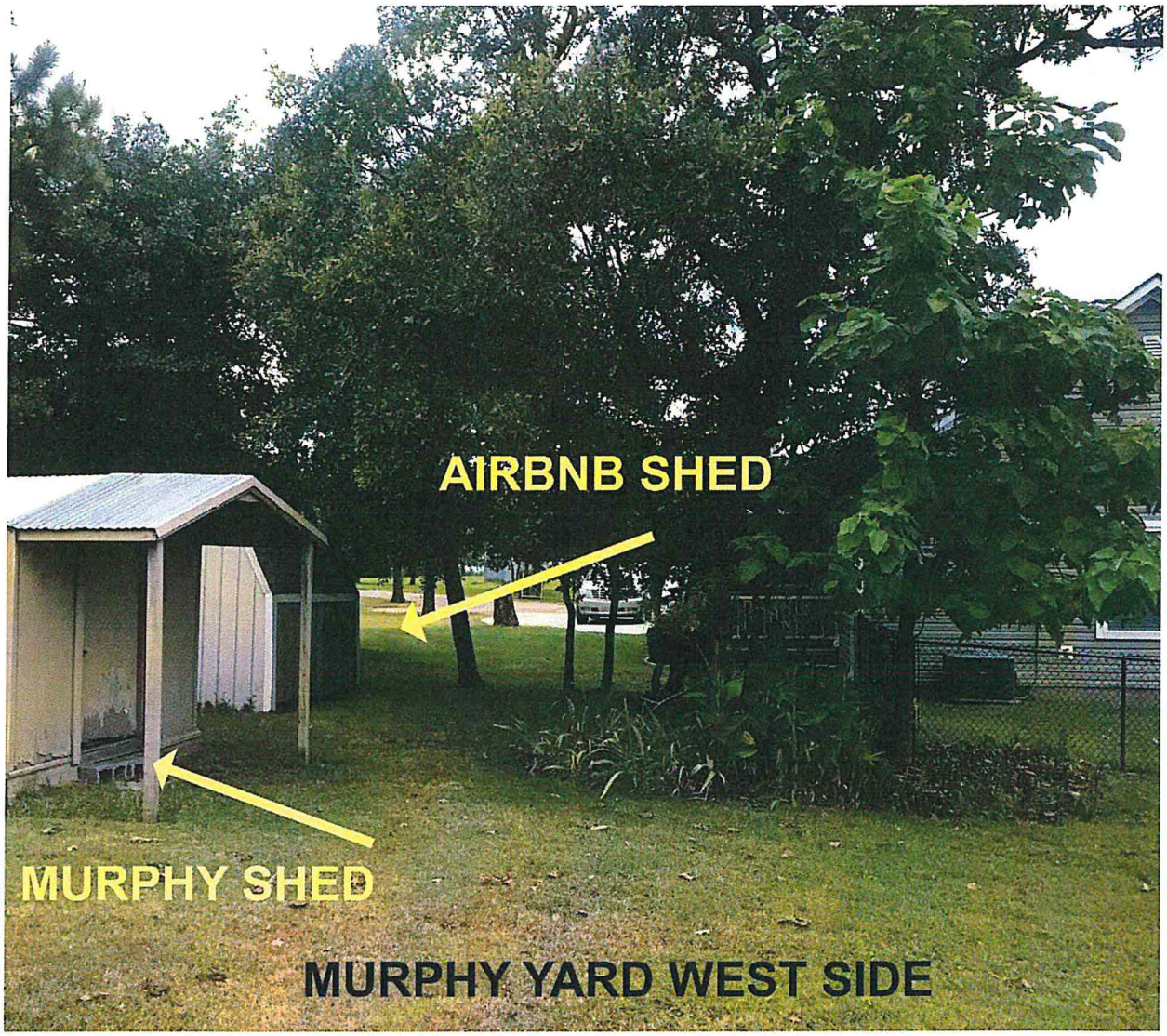


FIGURE 5

FIGURE 6

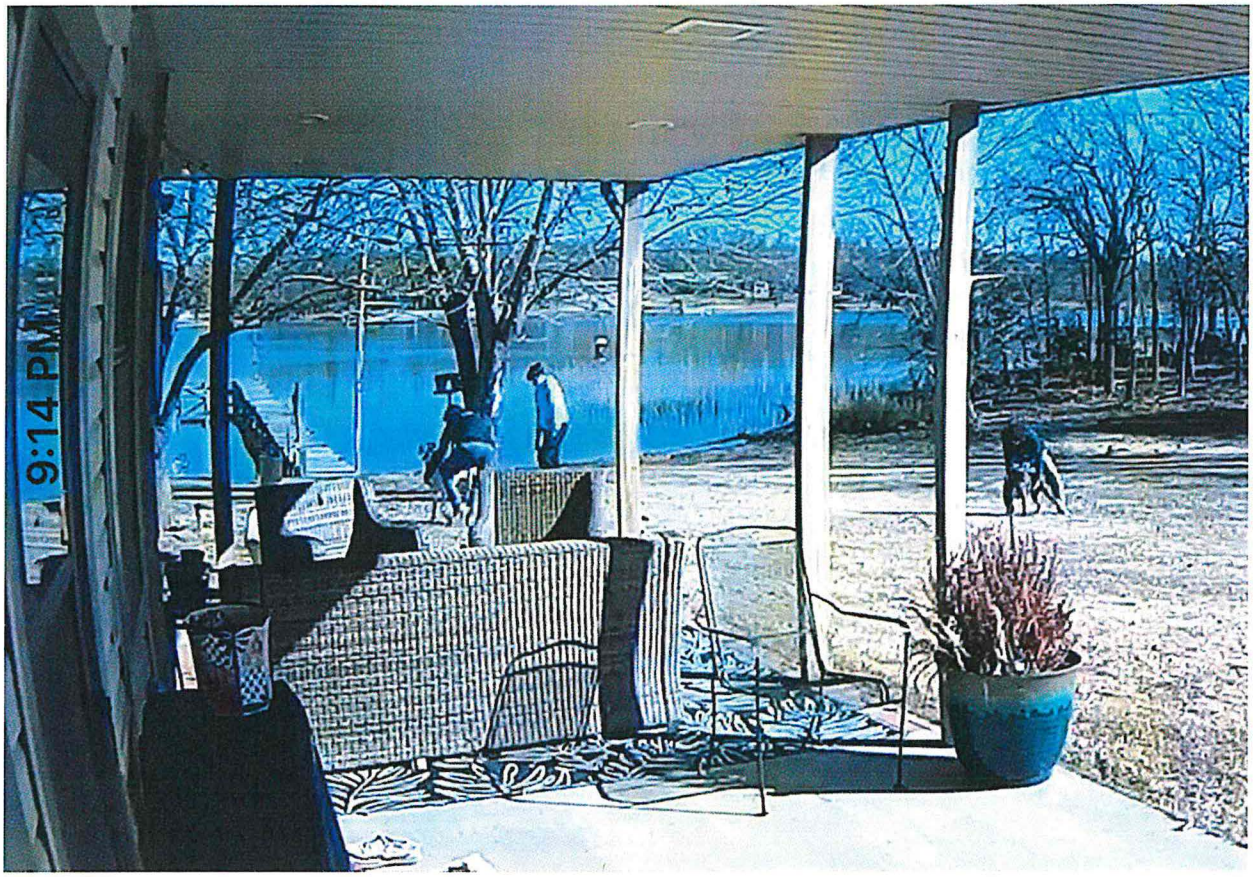


FIGURE 7

FIGURE 8

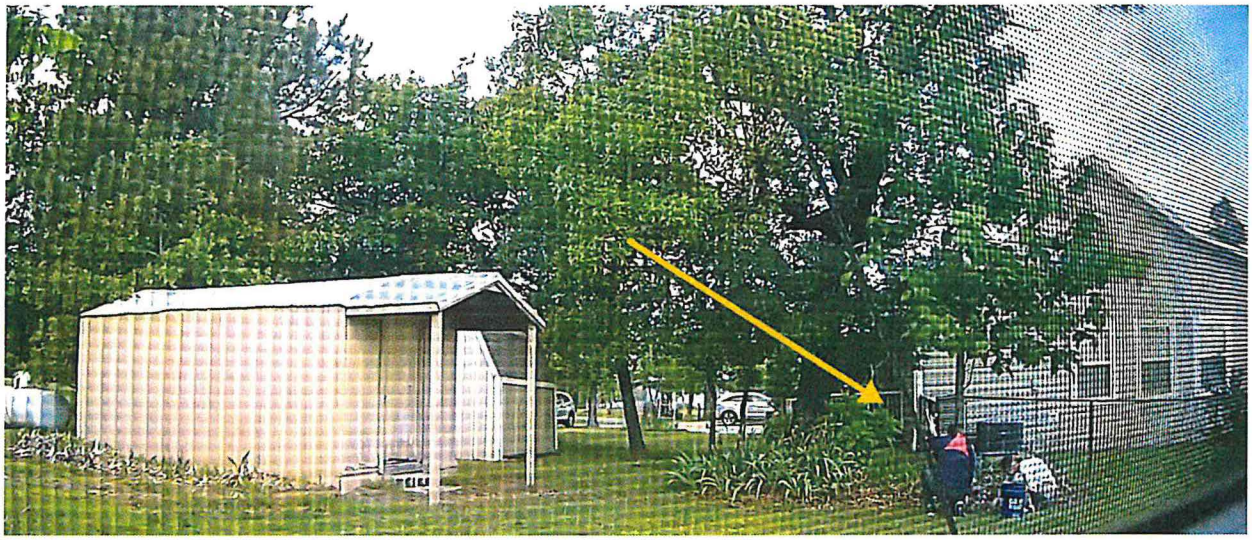


FIGURE 9

FIGURE 10

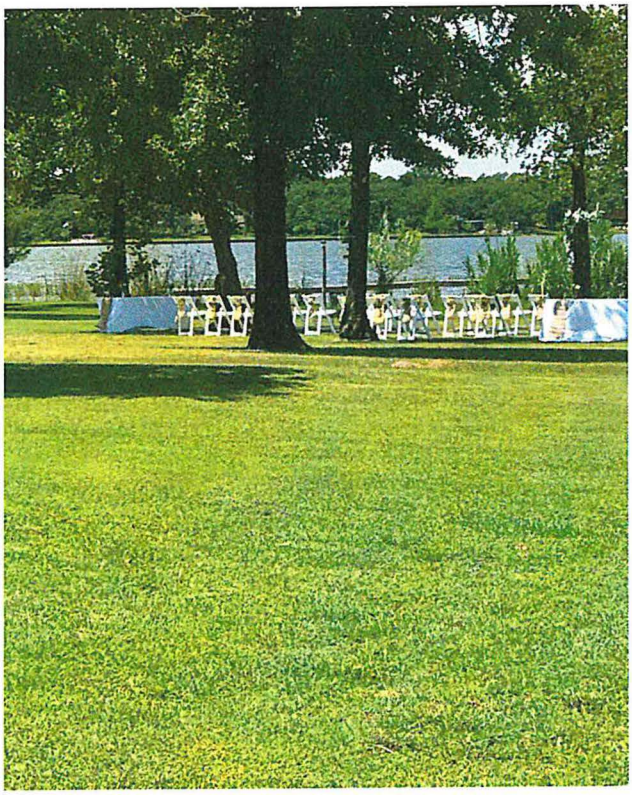


FIGURE 11

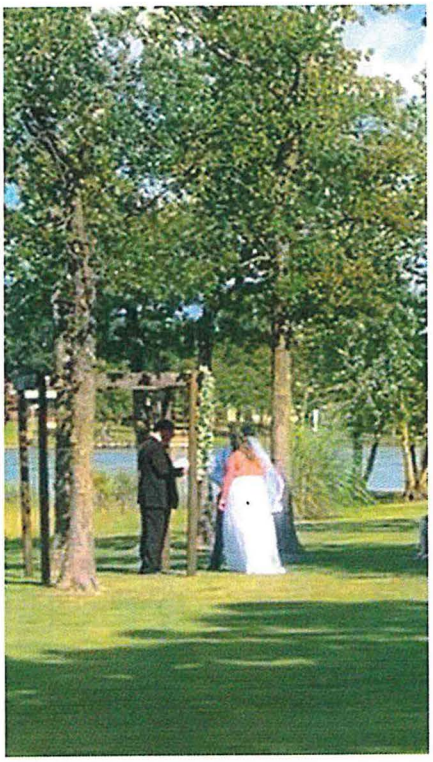


FIGURE 12

ARTICLE V. - SHAWNEE TWIN LAKES LAKE PROTECTION ZONE (LPZ)

Sec. 22-117. - Lake protection zone; purpose.

The purpose of the lake protection zone (LPZ) is to protect public health, safety and welfare and to ensure orderly development along and near Shawnee Lake Number 1. It is an overlay zone that is applied as specified below. An overlay zone is a set of zoning standards and regulations that are applied in addition to the existing standards of the base zone. A special zoning district is necessary to ensure adequate environmental protection for the Shawnee Lake Number 1, which serves as a municipal water source for the city.

(Code 2002, § 22-101; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-118. - Application.

The LPZ overlay zone applies to all lake lot leases administered by the city and the state commissioners of the land office (CLO) on Shawnee Lake Number 1. These requirements shall supplement existing zoning and code provisions and where two or more provisions conflict, the more stringent interpretation shall prevail as determined by the community development director. These regulations shall not be extended to city and state lease areas that are not along the shoreline of Shawnee Twin Lakes No. 1, as determined by the city. These regulations do not apply to private property.

Sec. 22-120. - Permitted uses.

Permitted uses are as specified below and shall not be superseded by the uses listed in the underlying district:

(1) Single-family detached residences.

(2) Manufactured and mobile homes, provided that any mobile or manufactured home placed on the lake after December 31, 2010, shall be multi-sectioned construction. No single-wide mobile or manufactured homes shall be allowed, with the exception of an approved guest cottage. A new single-wide manufactured or mobile home shall be allowed as a replacement to an existing single-wide unit which existed prior to the original adoption of this article.

(3) Boat docks and other similar uses as per section 16-225.

(4) Accessory uses customarily incidental and secondary to the uses permitted by right.

(5) Other uses specifically authorized by the city via an approved lease, provided that such use shall conform to the underlying zoning district.

(6) Home occupation.

(7) Community buildings, buildings associated with clubs/civic organizations and associations and similar uses as determined by the director and as acknowledged by the city commission.

(8) Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit [1], provided that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.

(9) Bed and breakfast, subject to the granting of a conditional use permit [1].

(10) Overnight camping for personal use (not a commercial campground), provided that it is done in a contained unit (e.g., motorhome, fifth-wheel, travel trailer, etc.) and the use is temporary and the unit does not remain on the site between use. Temporary use is considered a use which does not exceed 60 days in a calendar year and does not include any single stay greater than 14 days.

Note: [1] An application for a conditional use permit within the LPZ shall provide public notice in accordance with the applicable section of the Shawnee Zoning Code, provided that the notice requirements are amended as follows: Notice shall be mailed to all holders of leased property within 300 feet of the exterior boundaries of the subject lease. Additional mailed notice is not required.

(Code 2002, § 22-104; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-121. - Prohibited uses.

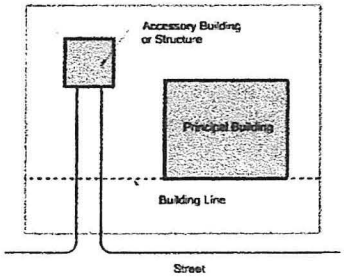
The following uses are expressly prohibited: All uses not specifically listed as permitted in section 22-120.

(Code 2002, § 22-105; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-206. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure means a subordinate structure detached from but located on the same lot as a principle building. The use of an accessory structure must be similar and accessory to the use of the principal building. Accessory structures include garages.



Accessory dwelling unit means a second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. Such a dwelling is an accessory use to the main dwelling.

Accessory use means a use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Administrative and professional office means uses that have very minimal impact to surrounding properties or the general public, which usually have low traffic volume and common business hours (if open to the public), such as 8:00 a.m. until 6:00 p.m. Examples include, but are not limited to, banks, general business offices, accounting and tax preparation, law offices, etc. The office may or may not be open to the general public.

Adult companion home means any home or establishment, funded and certified by the department of human services, which provides homelike residential accommodations and supportive assistance to three or fewer developmentally disabled adults.

Adult novelty store means a commercial establishment that displays, sells, or offers for sale instruments, devices, or paraphernalia designed or marketed primarily for use to stimulate human genital organs or for use in connection with sadomasochistic practices.

Agricultural animals means animals which are considered accessory to an agricultural use, whether for personal enjoyment or commercial purposes, including horses, mules, burros, sheep, cattle, rabbits, chickens, duck, geese, pigs, goats, ostrich or emus.

Agriculture means the use of land for agricultural purposes, including farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing, treating or storing produce; providing, however, that the operation, of any such accessory uses shall be secondary to that of the principal use. The operation of commercial feed pens, sales yards and auction yards for horses, cattle or hogs is deemed an industrial and not an agricultural use.

Alcohol mixed beverage establishment means a business which sells alcohol beverages by the individual drink for on-premises consumption whose alcohol sales make up more than 50 percent of sales. Typical uses might be a bar or nightclub.

Alley means a minor right-of-way dedicated to the public use not more than 30 feet wide affording a secondary means of access to abutting property and not intended for general traffic circulation.

Animals, grooming and sales, means grooming of dogs, cats and other small animals. Typical uses include dog bathing and clipping salons, pet grooming shops or pet shops. No medical, training, or boarding services are permitted.

Auctioning means auctioning of livestock on a wholesale or retail basis with incidental on-site storage of animals on a temporary basis not to exceed 48-hour periods. Typical uses include animal auctions, livestock auctions or livestock auction yards.

Assisted living facility means a special combination of housing, supportive services, personalized assistance and health care designed to respond to individual needs of those who need help with activities of daily living. Interpreted definition shall be consistent with Oklahoma Continuum of Care and Assisted Living Act.

Automobile car wash means a building or structure designed primarily for washing automobiles using production line methods with a chain conveyor, blowers, steam cleaners, high pressure spray, or other mechanical devices. A self-service system may also be available for manual washing or vehicles.

Automobile wrecking or salvage yard means an area outside of a building where motor vehicles are dissembled, dismantled, junked or wrecked, or where motor vehicles not in operable condition or used parts of motor vehicles are stored.

Basement means a story partly or wholly underground. For purposes of height measurements, a basement shall be counted as a story when more than one-half of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling purposes other than by a janitor employed on the premises.

Bed and breakfast means a dwelling or area containing one or more structures occupied by the owner, where for compensation, lodging and breakfast are provided for up to a maximum of six guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than 30 days.

Billboard (including poster and panel types) means a nonaccessory sign or sign structure upon which advertising may be posted, painted or affixed, and which is primarily designed for the rental or lease of the sign space for advertising not related to the use of the property upon which the sign is located.

Block means, in describing the boundaries of a district, the term "block" refers to the legal description. In all other cases, the term "block" refers to the property abutting on one side of the street between two intersecting streets or between an intersection street and a railroad right-of-way or between an intersecting street and a railroad right-of-way or between an intersecting street and a watercourse.

Board of adjustment means the board of adjustment of the city.

Boardinghouse and roominghouse means a facility where meals or lodging are provided for persons other than the family or their relatives and excluding facilities for transient persons such as hotels, motels, inns and other such facilities.

Building means any structure having a roof supported by columns or walls that is used or intended to be used for the shelter or enclosure of persons, animals or property.

Building coverage (lot coverage) means the percentage of the lot area covered by the building. Overhanging roofs are not included in the area.

Building height means the vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or the deckline of a mansard roof or the average height of the highest gable of a pitch or hip roof.

Building line

Sec. 16-322. - Assignment of lease; sale of improvements.

(a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his lease sell and transfer to other persons the improvements on the lot leased by him.

(b) If improvements are sold by the lessee, the transfer shall not become effective until approved by the city commission at a regular or adjourned meeting held for that purpose. 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 full-term lease shall be entered into between the purchaser and the city, and a transfer charge in an amount as described in the city fee schedule shall be paid to the city prior to such transfer. No transfer fee shall be charged in cases where the transfer is made as a result of a trust or will or in cases where a lease has joint owners and one owner obtains full ownership rights.

(Code 2002, § 16-322; Ord. No. 2441NS, § 3, 9-7-2010)

RECEIVED
AUG 26 2021
CITY CLERK

City of Shawnee Planning Commission

Subject: Application for conditional use permit located at 15413 Nickens RD
Applicants Zac and Jen Grinnell/Greg and Sheri Rhodes

As the homeowners, Kenny and Reta Sparks, at 15411 Nickens RD, adjacent neighbors to the west of the above referenced applicants, it is our desire to protest the rezoning and conditional use permit request for Airbnb/Bed and Breakfast.

We will try to explain how we came from enjoying our little retirement retreat to where we are today. We ask that you take into consideration that not all lake lots are suitable for short term rentals/Airbnb operation. We feel ours is not. Size, proximity to neighbors, shared drives, and lack of identified boundaries has created a concern for the safety of our little ones, grandchildren and family members. Being forced to accept uncompliant guest, especially when alcohol is involved does not create an enjoyable or safe environment.

Shortly after the applicants purchased their home, May or June 2020, the manager notified us that guests, booked thru the Airbnb, would be arriving in coming days. Not being familiar with the term Airbnb or its operation this prompted further research. Having recently purchased our home in April 2020, with concerns of how the Airbnb operation could affect us, we referenced the City Cabin Site Lease remembering the condition **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.** At this time, we reached out to Ward 2 City Commissioner Bob Weaver seeking clarification of this condition in the lease agreement and voicing concerns. As a result, we were then notified by the City Manager acknowledging our concerns stating that he would look into the matter then get back to us.

As occasional situations occurred, as a result of the Airbnb operation, with no response from the City Manager, we decided to address the City Commissioners. We attended the September 8, 2020 City Commission meeting again voicing our concerns and seeking clarification of the City Cabin Site lease conditions.

The Airbnb continued to operate throughout 2020 and into 2021, renting to individuals, families, and groups for events such as weddings and staff parties. **SEE ATTACHED PHOTOS #1-3** As the groups became larger it presented more problems. Our lots share a common drive leading to separate entries. **SEE ATTACHED PHOTOS #4-6.** When there are small or large groups the guest will sometimes use our entry and yard for parking. Although the applicants state in their letter accompanying the application, rules established for their home were no large gatherings, maximum guest of 6-8 people and a manual including photos showing where the property boundaries are asking that guest stay within in the boundaries. Not all guest follows the rules regarding boundaries nor do the applicants always follow the rules they have established for their home regarding no large gatherings. **SEE ATTACHED PHOTOS #1-3**

On June 17, 2021 we received a text from the manager to inform us that there would be a staff party the following day at their home stating the guest had been advised not to block our drive. On June 18, 2021 entering the drive there were vehicles parked from the gate entrance, along the drive on the applicant's property, filling their parking area and using our yard for parking, as well. **SEE ATTACHED PHOTOS #2-3**

As one of the owners of the adjacent property, Reta spoke with a young lady explaining that our property was not part of the venue and ask that they not park in our yard. The young lady acknowledged that they had been told not to block our drive, apologized and said she would pass the information to the remaining guest. Later when leaving, one of three guests-initiated conversation regarding our request that led to a very disturbing and upsetting altercation. After contacting the manager, with no resolution, we reached out to the other owners asking to meet as a group seeking a resolution to the problems we were encountering. That was rejected.

Again, on June 21, 2021 we attended another City Commission meeting (3) asking for clarification and guidance. As a result, we learned that a cease-and-desist letter was mailed on June 22, 2021.

After much research, advice from others and referencing the lake lease agreement/Cabin Site Lease and City Code Ordinance we learned that the Airbnb is a trademarked name of the company that is a marketplace for rental properties. We did not find anywhere in the code where the Airbnb is mentioned. In the code Bed and Breakfast are allowed with a Conditional Use Permit approval. Airbnb and Bed and Breakfast are not the same. Current applicants leave the premises during the guest stay. From approximately July 2020 through June 2021 the applicants operated without the required permit.

REFEERENCES:

Sec. 22-206 Definitions: Bed and Breakfast means a dwelling or area containing one or more structures, **occupied by the owners**, where for compensation, lodging and breakfast are provided for up to a maximum of six guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than 30 days

CABIN SITE LEASE: No lease shall be assigned or sublet, but the 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.

As the lessee, all lake leaseholders are required to sign a lease agreement.
SHAWNEE CODE OF ORDINANCES: CHAPTER 16-LAKES; Article II.-Twin Lakes, Division 8. Lot Rentals, Sec. 16-322-Assignment of lease; sale of improvements.

(a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his lease sell and transfer to other persons the improvements on the lot leased by him.

Article V. – Shawnee Twin Lake Protection Zone (LPZ) Code of Ordinance
Section 22-117 – Lake protection zone; purpose.
Section 22-118 – Application

Article V. – Shawnee Twin Lake Protection Zone (LPZ)
Sec. 22-120 Permitted uses
(8) Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit, that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.

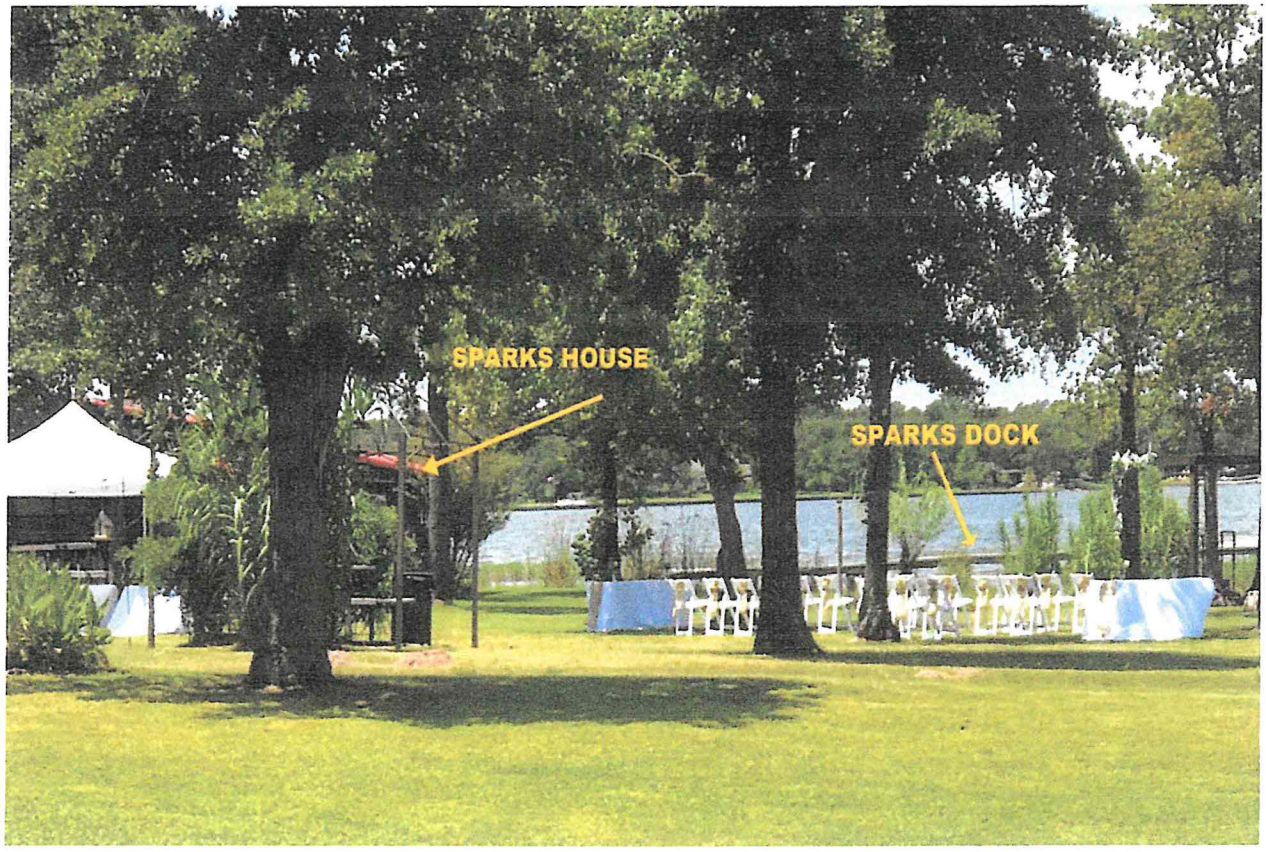
(9) Bed and breakfast, subject to the granting of a conditional use permit

Sec. 22-121 Prohibited uses.
The following uses are expressly prohibited: All uses not specifically listed as permitted in Section 22-120

In closing: There is currently no ordinance that specifically allows Airbnb/short term rentals. The overlay zone for The Twin Lakes allows Bed and Breakfast only, which are not the same. For this reason and the other documented reasons, we ask the application for conditional use permit and rezoning be denied.

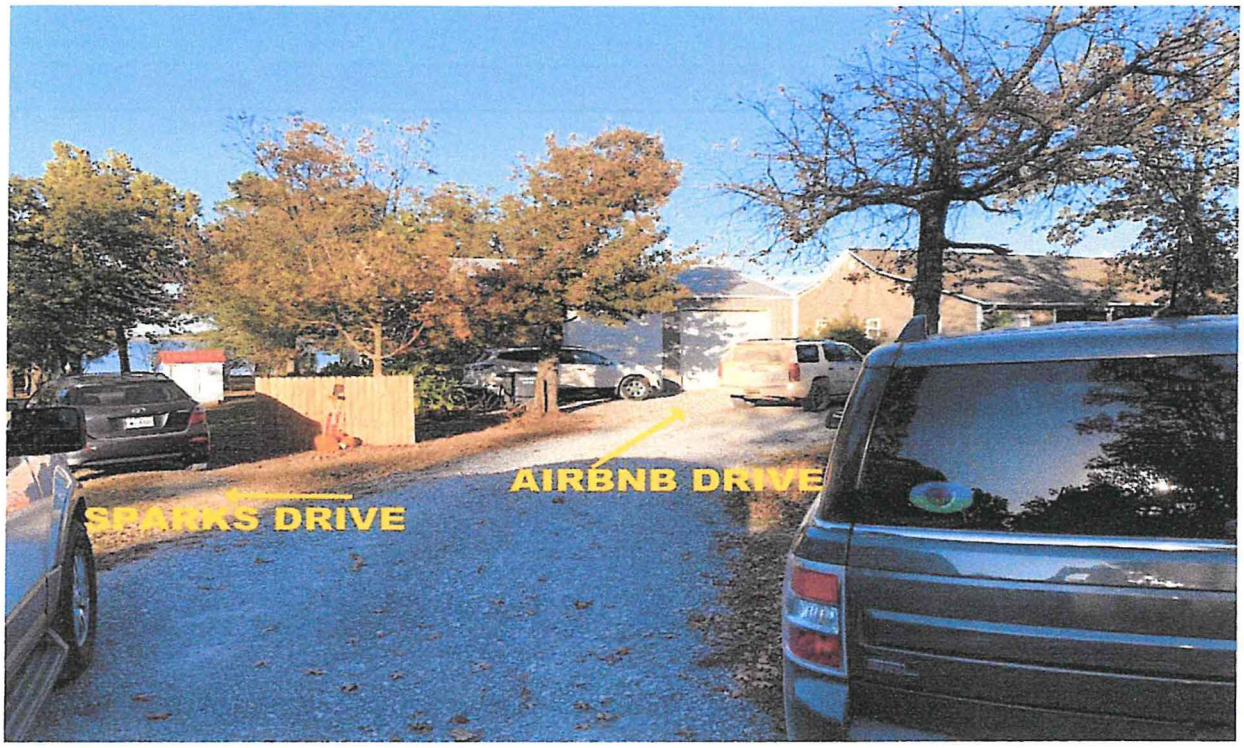
Thank you for your consideration, Kenny and Reta Sparks

#1



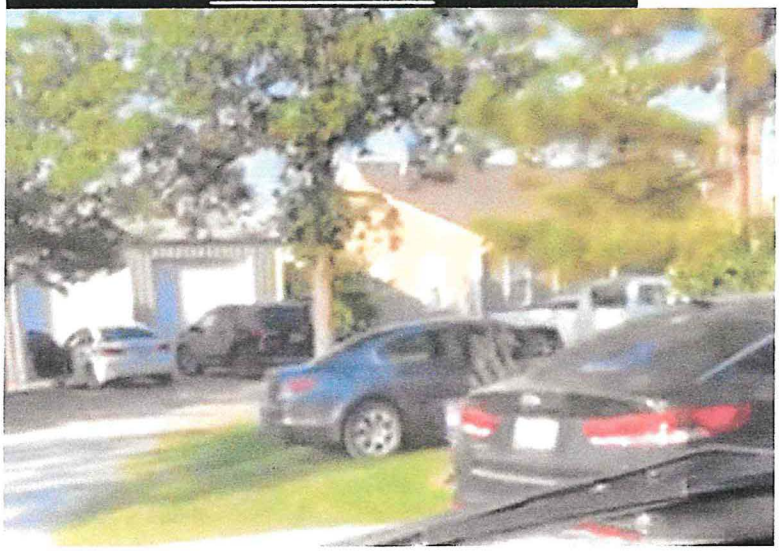
Airbnb applicant stated in personal letter submitted with Rezoning application some rules they established for the home were no large gatherings. Above picture shows preparation for a wedding. There were approximately 20 guests not including bride/groom with an additional approximately 8 wedding staff including caterers, photographer, videographer, etc.

#2

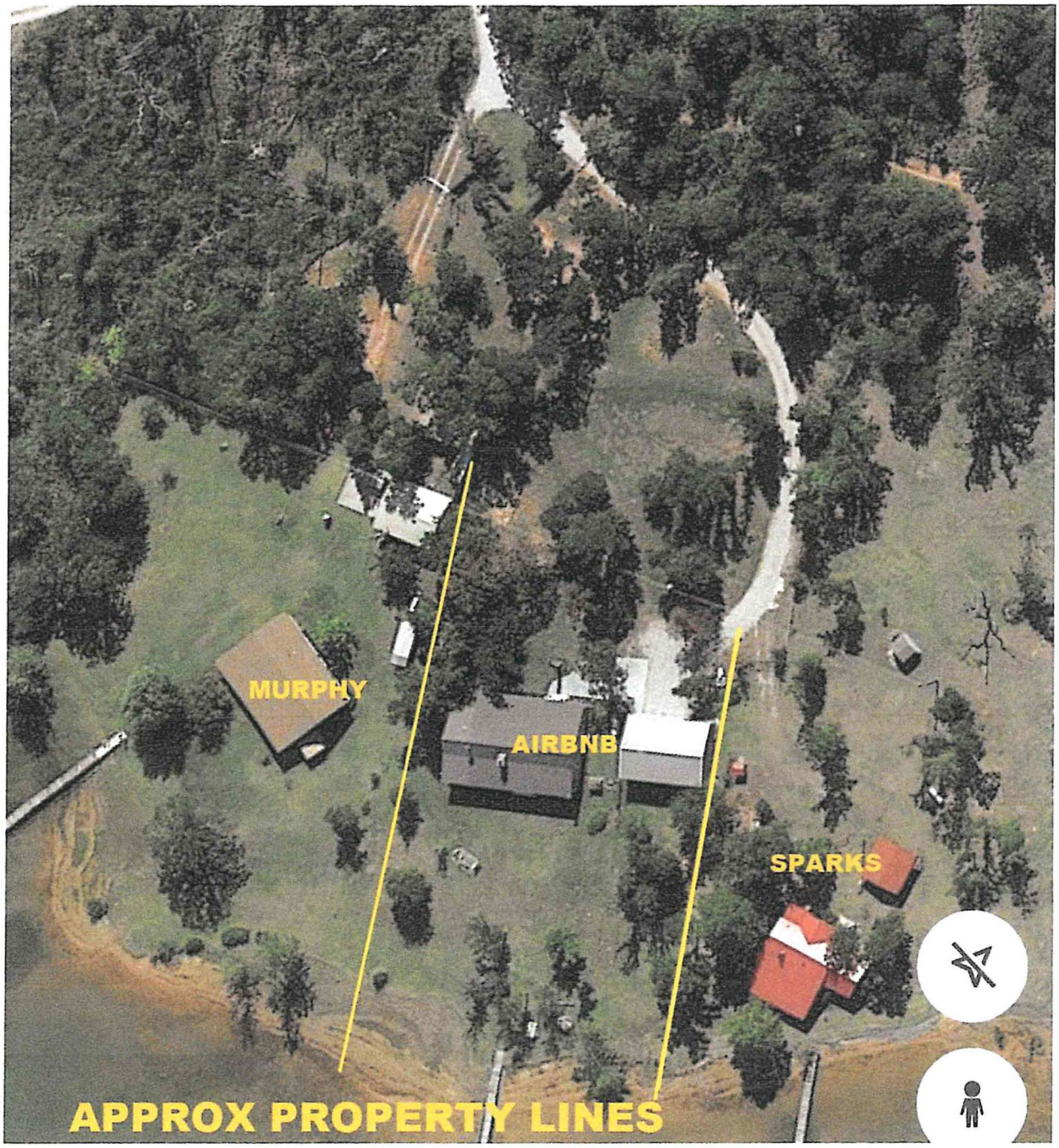


Picture 1 shows shared drive and Sparks drive being blocked by Airbnb guests

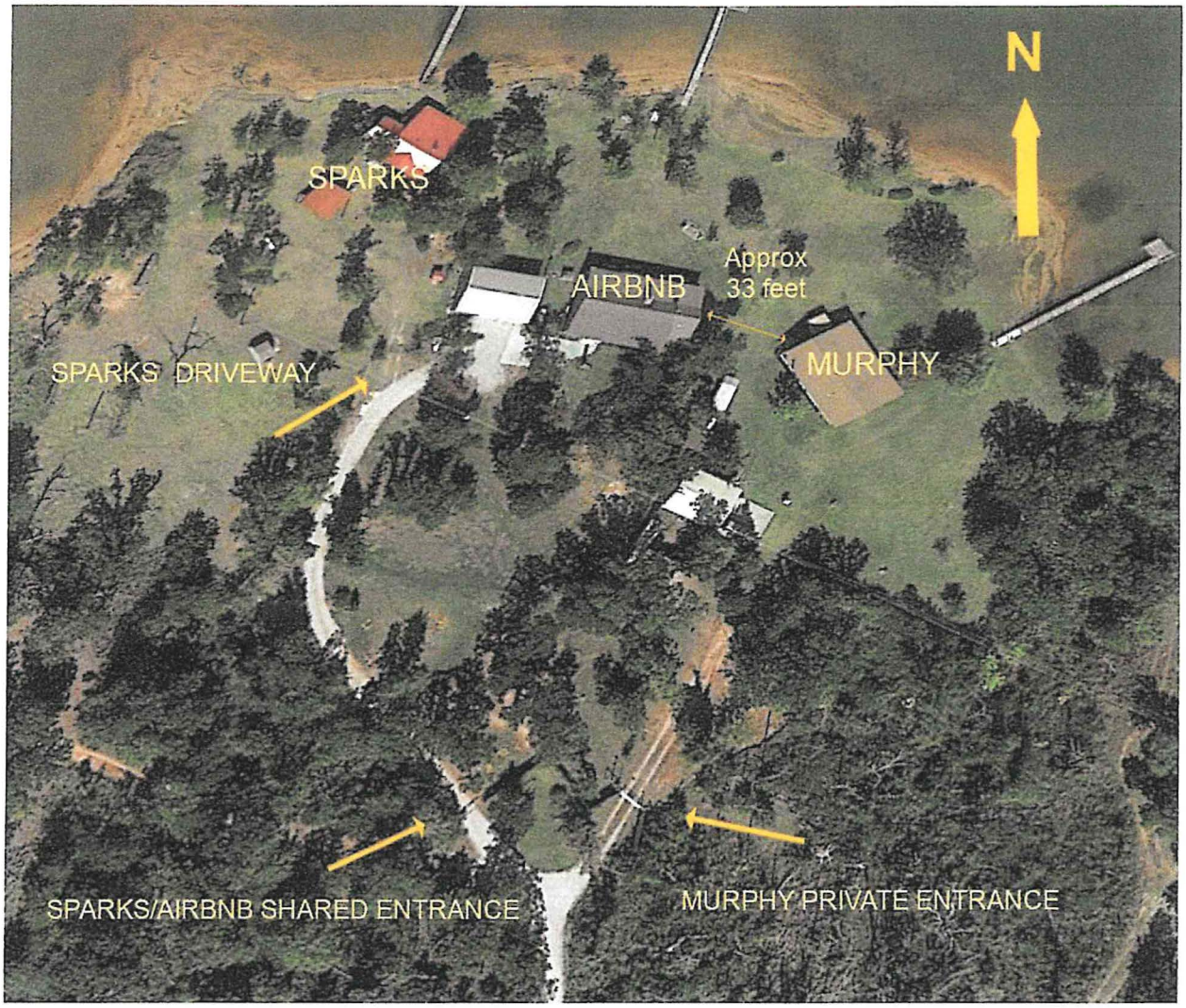
#3



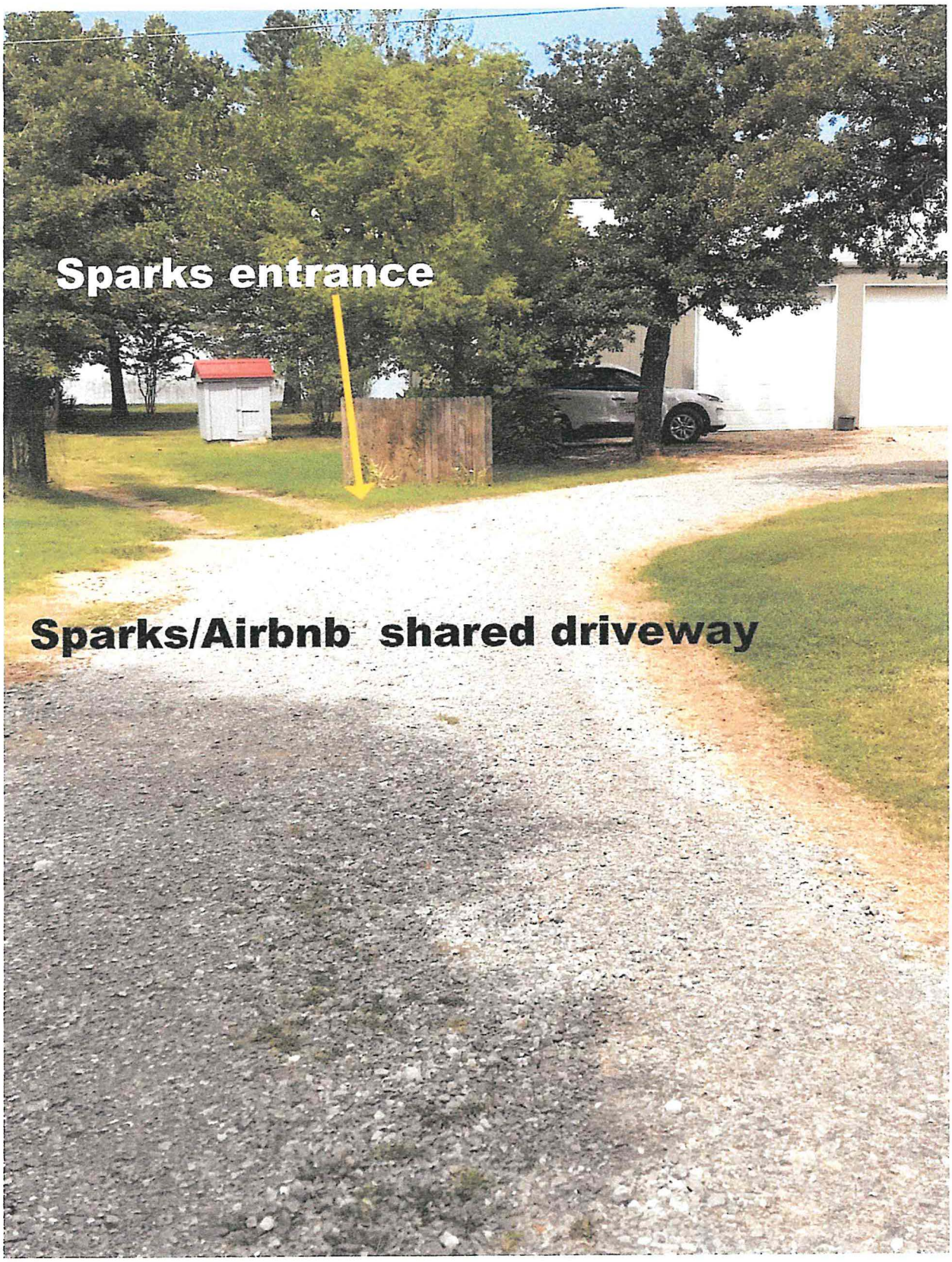
#4



#5


N
SPARKS
AIRBNB
Approx
33 feet
MURPHY
SPARKS DRIVEWAY
SPARKS/AIRBNB SHARED ENTRANCE
MURPHY PRIVATE ENTRANCE

#6



#7

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: LOT 7 BELCHER TRACT, SHAWNEE, OKLAHOMA FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A LPZ (LAKE PROTECTION ZONE) WITH CUP (CONDITIONAL USE PERMIT) 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 20th day of September, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with a LPZ (Lake Protection Zone) with CUP (Conditional Use Permit).

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 A-1 (Rural Agricultural District) with a LPZ (Lake Protection Zone) with CUP (Conditional Use Permit).

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: LOT 7 BELCHER TRACT, SHAWNEE, OKLAHOMA FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO A-1 (RURAL AGRICULTURAL DISTRICT) WITH A LPZ (LAKE PROTECTION ZONE) WITH CUP (CONDITIONAL USE PERMIT) 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

DRAFT

Regular Board of Commissioners **24.**

Meeting Date: 09/20/2021

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located southwest of the intersection of North Kickapoo Avenue and East Highland Street, specifically Lots 1 through 16; Lots 23 through 28; and Lots 31 and 32, in Block 1 of the Fairgrounds Addition subdivision, from C-1 (Neighborhood Commercial District), C-3 (Highway Commercial District), and C-4 (Central Business District) to C-3 (Highway Commercial District) with a PUD (Planned Unit Development) for the purpose of mixed-use development. Case No. PUD01-21, Applicant: Michael San Pedro.

Attachments

PUD01-21 Staff Report

PUD01-21 Ord

MEMORANDUM

DATE: September 14, 2021

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

FROM: Rachel Clyne, City Planner

SUBJECT: Recommendation from Planning Commission

==========

CASE: PUD01-21 **REQUEST:** Planned Unit Development

Mixed-use (residential and commercial)

Applicant: Michael San Pedro

Address: Located SW of the intersection of E. Highland St. and N. Kickapoo Ave.

Legal Description: Lots 1-16; Lots 23-28; & Lots 31-21, Block One (1) Fairgrounds Addition of Shawnee, Pottawattomie, Oklahoma

Current Zoning: C-1, C-3, C-4 Requested Zoning: C-1, C-3, C-4 w/ PUD overlay

Staff Recommendation: APPROVAL

==========

Planning Commission Meeting Date: Sept 1, 2021

PC Recommendation: Recommended APPROVAL

Conditions:

Vote: 5 -- 0 -- 0 Members Present: 5

Members:	Motion	2nd	Aye	Nay	Abstain	Comments
WALKER	Rec. Approval		X			
LOFTIS-WALTON			X			
JOHNSON		2nd	X			
DEEM (CHAIR)			X			
LESTER			X			
ENGLES						
ROWELL						

Planning Commission Meeting – 09.01.2021 – City of Shawnee, Oklahoma

Staff Report – PUD01-21– Conditional Use Permit – 420 N. Kickapoo Ave.

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: August 24, 2021

Subject: PUD01-21 – Request for a Planned Unit Development (PUD) for use as a mixed-use development to be located southwest of the intersection of N. Kickapoo Avenue and E. Highland Street.

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of September 1, 2021.

Background

In October 2020, the Shawnee Zoning Board of Adjustment (ZBOA) heard Case #ZBOA07-20. This was a request for a variance to allow a medical marijuana dispensary to operate in C-1 zoning (Neighborhood Commercial District) instead of C-3 zoning (Highway Commercial District). At the October 15, 2020 ZBOA meeting, staff recommended denial of the variance request.

A portion of the minutes from that meeting are provided for context and explanation of the reason for this PUD request.

"Attorney Craig Brackeen, representing the owner was present. He stated… that the lot width requirements for the subject property's zoning district were the issue. A rezoning was not the request. The applicant wants a variance to operate the current business in the C-1 zoning district. The subject property owner also owns much of the property on the block."

"Brackeen expressed that the owner/applicant would be open to a time restriction on the variance in order to properly apply for and begin redevelopment of the area. The condition was offered to reassure the Board that the use variance would not continue into perpetuity. The ultimate goal is the redevelopment project."

"Discussion followed regarding the reality of a 2-year time frame, the necessary rezoning, and concern of the new development. Director Blaine explained that a rezoning for a Planned Unit Development (PUD) would be required as there was not a "mixed-use" zoning district. Ongoing discussion followed for conceptual site plan, an appropriate time to examine the project, and would anyone entertain a variance."

"A motion to approve of variance as requested to allow Roots Dispensary to operate in a C-1 zoning classification at 420 North Kickapoo with the following restrictions. Time restriction is on the variance-at this time it is granted at least until July 15th, 2021. It will then be reviewed, and it is expected at that time a PUD application will be completed and on file with the City. Roots Dispensary and its representatives continue to work with staff."

"Board member Burg made a motion to approve the variance ***(ZBOA07-20)*** *with the restrictions as provided by City Attorney Vorndran, which was seconded by Board member Cannon. The motion passed 4-0-0."*

The applicant and representatives were present at the Zoning Board of Adjustment scheduled for July 15, 2021. Without a quorum, the item could not be heard. The intent of the meeting was satisfied. The submittal of a PUD application was on August 4, 2021.

The requested Planned Unit Development (PUD) is on land located southwest of the intersection of N. Kickapoo Ave. and E. Highland St. more specifically known as Lots 1-16; Lots 23-28; and Lots 31-32, all in Block One (1) of the Fairgrounds Addition subdivision.

Discussion

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] in DIVISION 11. - GENERAL Provisions of Planned Unit Development (PUD), Sec. 22-499. - General.

(a) A planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls. The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

Zoning Code (Code) Sec. 22-506. - Application for Rezoning and/or PUD Master Plan; Submission Requirements. (1) and (2)

A master development plan map shall be a graphic representation of the development plan for the area, and the PUD design statement shall be a written report. Staff received the submission requirements. The Statement and Plan Map are included after this report. Additionally, a graphic of the proposed driveway entrance on N. Kickapoo Avenue is included. Seth Barkhimer, PE, City Engineer, has been working with TAP, a design firm, to address traffic challenges associated with the site.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PUD01-21,** which seeks to design and build a Mixed Use development (commercial and residential) on approximately 2-acres located atop a portion of the existing Fairgrounds Addition plat.

W Highland St
C-1
C-1
X
C-3
C-4
N Aydelotte Ave
N Kickapoo St
N
R-3
R-3
W 11th St
PUD01-21 420 N Kickapoo Ave

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: 20210686
Date Filed: 8-4-2021
_____
Planning Commission Secretary

REQUEST:

X Rezoning
_____ Conditional Use Permit
_____ Rezoning w/Conditional Use Permit
X 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 C2 District to PUD District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 402, 408, 412, 420, 422, 430 N. Kickapoo Ave

LEGAL DESCRIPTION: Fairgrounds Addition, Block 1, Lots 1-16

PROPERTY OWNER (S): Michael San Pedro

PROPERTY AGENT (APPLICANT): Michael San Pedro

APPLICANT'S ADDRESS: 720 W Johnson St

CITY: Meeker STATE: OK ZIP: 74855

EMAIL ADDRESS: rootsdispensaryinc@gmail.com

TELEPHONE NUMBER: (405) 328-1347 CONTACT NUMBER: (405) 287-4815

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____

*See PUD LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: C2 **CURRENT USE:** Commercial / Residential

PROPOSED ZONING: C3 **PROPOSED USE:** Commercial / Residential

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.

Michael San Pedro
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.:** _____

SMITH BROTHERS
ABSTRACT
118 N. Broadway Avenue
Shawnee, OK 74801
Phone: (405)273-9820 Fax: (405)273-9813

State of Oklahoma
County of Pottawatomie } SS

SPECIAL CERTIFICATE

IN RE: Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-Six (26), Twenty-seven (27), Twenty-eight (28), Thirty-one (31), and Thirty-two (32), all in Block One (1), FAIRGROUNDS ADDITION, to the City of Shawnee, Pottawatomie County, Oklahoma, according to the recorded plat thereof.

The undersigned a duly bonded and qualified abstract company within and for Pottawatomie County, Oklahoma, hereby certifies that the current year's tax rolls in the office of the Pottawatomie County Treasurer shows the names and addresses of the owners of the property abutting and within 300 feet in any direction of the before described real estate as follows, to-wit:

NAME AND ADDRESS	LEGAL DESCRIPTION
Kevin Brown 518 N Kickapoo St Shawnee, OK 74801	HOFFMANS BLK 28 LOTS 3 & 4 LESS E8'
Elbert J Benton, Jr. 37002 45th St Shawnee, OK 74804	HOFFMANS BLK 28 LOTS 5 & 6 & N17' LOT 7 LESS .01 AC
Erin D. Jones 105590 S 3380 Rd McLoud, OK 74851	HOFFMANS BLK 28 LOTS 8 & 9 & S8' LOT 7 LESS .01
Robert Jones and Erin Jones 105590 S 3380 Rd McLoud, OK 74851	HOFFMANS BLK 28 LOTS 10 THRU 12 LESS .02AC
Gary V. Grossman and Bonnie E. Grossman 22 E. Midland Shawnee, OK 74804	FRUITS BLK 1 LOTS 39 & 40 LESS .01AC
Brandon Properties, LLC 4020 S. Douglas Ave Oklahoma City, OK 73109	FRUITS BLK 1 LOTS 41 & 42 QCD 5-13-85 NSS 1174 31 LESS TR parking lot
Gary Grossman 22 E. Midland Shawnee, OK 74804	FRUITS A PART OF LOTS 41, 42, 43 & 44 BLOCK 1 BEGINNIG NE/C LOT 41 S99.55' W27.28' N99.48' E27.83' POB
Brandon Properties, LLC 4020 S. Douglas Ave. Oklahoma City, OK 73109	FRUITS BLK 1 LOTS 43 AND 44 AND PT LOT 45

In Young Kim and Yon K Kim 501 N Kickapoo Shawnee, OK 74801	FRUITS BLK 1 S10' LOT 45 ALL LOTS 46, 47, & 48 LESS TR DES AS BEG SE/C LOT 48 THW48.33' TH N93.16 E.71' N7.67' E20.78' N99.49' E27.52' S200' POB
In Yong Kim and Yon Kun Kim 501 N Kickapoo Shawnee, OK 74801	FRUITS BLK 1 BEG SE/C OF LOT 48 W48.36' (W48.33'OF RECORD) N93.19' (N93.16' OF RECORD) E.71' N7.56' (N7.67' OF RECORD) E 20.84' (E20.78' OF RECORD) E27.28' S.62' TO THE NE/C LOT 45 S100.16' POB
Carrow Properties, LLC 11 E. MacArthur St Shawnee, OK 74804	FRUITS BLK 1 LOT 7 & S2' LOT 8
Tony R Ward and Carolyn R Ward PO Box 6931 Edmond, OK 73083	FRUITS BLK 1 N10' LOT 5 & ALL LOT 6
Allen Management, LLC 18 Glen Rock Dr Austin, TX 78738	FRUITS BLK 1 LOT 4 & S15' LOT 5
Elbert J Benton, Jr 37002 45th St Shawnee, OK 74804	FRUITS BLK 1 LOTS 1 THRU 3
Robert M Jones and Jerry L Jones PO Box 3466 Shawnee, OK 74802	AP BLK 5 LOT 2
Mark W Dike 405 W Highland Shawnee, OK 74801	AP BLK 5 LOT 3
Mark W Dike 405 W Highland Shawnee, OK 74801	AP BLK 5 LOT 4
Sparkman Brothers, Inc. PO Box 218 Shawnee, OK 74802	AP BLK 5 LOT 5 & 6
Cavco, LTD PO Box 1852 Shawnee, OK 74802	AP BLK 5 BEG 160'N OF SE/C OF BLK 5 W135' N50' E135' S50'
Cavan B Jones and Erika H Jones PO Box 1471 Shawnee, OK 74802	AP BLK 5 LOT 1
City of Shawnee 16 W 9th St Shawnee, OK 74801	AP BLK 5 LOTS 7 & 8

Jayson Aldridge and Cassie Aldridge 405 S Kickapoo Shawnee, OK 74801	AP BLK 99 LOTS 3 & 4
Youth & Family Resource Center, Inc. 326 W 11th Shawnee, OK 74801	AP BLK 5 BEG 215'E SW/C OF BLK 5 N110' E85' S110' W85' POB & BEG 120'N SE/C OF BLK 5 W135' N40' E135' S40' POB
Dennis W Glenn and Leda K Glenn 412 W 11th Shawnee, OK 74801	AP BLK 5 BEG 165'E SW/C BLK 5 N120' E50' S120' W50'
Cavan B Jones and Erika H Jones PO Box 1471 Shawnee, OK 74802	AP BLK 5 BEG 165'E SW/C BLK 5 N120' E50' S120' W50'
Dennis W Glenn and Leda K Glenn 412 W 11th Shawnee, OK 74801	AP BLK 5 LOT 11
Shelia Whitfield 418 W 11th Shawnee, OK 74801	AP BLK 5 LOT 10 & AP BLK 5 LOT 9 LESS .02AC
Hazaretali Wushur 1705 Briarcreek Dr Norman, OK 73071	AP BLK 6 LOTS 1 THRU 4
Dorothy Eileen Herron 324 N Louisa Shawnee, OK 74802	AP BLK 6 LOTS 5 & 6
James R Wick 320 N Louisa Shawnee, OK 74801	AP BLK 6 LOTS 7 & 8
Gonzalo Coronado and Bertha Coronado, et al 317 N Kickapoo Shawnee, OK 74801	AP BLK 6 LOTS 24 & 25
Javier Arballo and Manuel Arballo 321 N Kickapoo Shawnee, OK 74801	AP BLK 6 LOTS 26 & 27 & 28
Darrin Doyle Skaggs 327 N Kickapoo Shawnee, OK 74801	AP BLK 6 LOTS 29 & 30
Misty D Maston 331 N Kickapoo Shawnee, OK 74801	AP BLK 6 LOTS 31 & 32
Allen Rider and Bobbie C Rider 1205 Cambridge Dr Shawnee, OK 74804	FAIRGROUNDS BLK 7 LOTS 11 & 12

Nichole Jean McGrew 10909 SW 33rd St Yukon, OK 73099	FAIRGROUNDS BLK 7 LOTS 9 & 10
Dorothy M Walker 322 N Kickapoo Shawnee, OK 74801	FAIRGROUNDS BLK 7 LOTS 7 & 8
Acock Properties, LLC 2026 N Beard Ave Shawnee, OK 74804	FAIRGROUNDS BLK 7 LOTS 4 THRU 6 324 & 326
Arnold Gaddy PO Box 1625 Shawnee, OK 74802	FAIRGROUNDS BLK 7 LOTS 2 & 3
Jennifer Renee Nolan 332 N Kickapoo Shawnee, OK 74801	FAIRGROUNDS BLK 7 LOT 1
Hal E O'Connor, Sr. 313 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 7 LOTS 23 & 24
Jeffrey D Todd and Darlene F Todd 42708 Bob Crouch Tecumseh, OK 74873	FAIRGROUNDS BLK 7 LOT 25
Abbie Wolfe 319 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 7 LOT 26
Heinrich Properties, LLC PO Box 855 Harrah, OK 73045	FAIRGROUNDS BLK 7 LOTS 27 & 28
Board of County Commissioners 14101 Acme Rd Shawnee, OK 74804	FAIRGROUNDS BLK 7 LOTS 29 & 30
Mearl L Patterson and Patricia A Patterson 400 N Broadway Shawnee, OK 74801	FAIRGROUNDS BLK 7 LOTS 31 & 32
Hazaretali Wushur 1705 Briarcreek Dr Norman, OK 73071	FAIRGROUNDS BLK 6 LOTS 5 & 6
Tiffany Marie Moore and Bruce Moore, Jr. 326 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 6 LOTS 3 & 4
Devin Reyesvera 330 N Aydelotte Ave Shawnee, OK 74801	FAIRGROUNDS BLK 6 LOTS 1 & 2

Larry Keith Bias and Charlene Bias 429 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 1 LOTS 29 & 30
Perry Wayne Inman and Patricia S Inman 415 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 1 LOTS 20 THRU 22
Lynn Knox 401 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 1 LOTS 17 THRU 19
Jo Ann Mayes 400 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 15 & 16
Kevin J Mathews 410 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 13 & 14
D & K Housing, LLC 439 E Wallace Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 11 & 12
Henry Everett Poe 420 N Aydelotte Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 9 & 10
Carrow Properties, LLC 11 E MacArthur St Shawnee, OK 74804	FAIRGROUNDS BLK 2 LOTS 7 & 8
Delta Jean Foor 24 Twilight Ln Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 5 & 6
Brandon Moore 1687 A Kalauokalana Way PMB 203 Honolulu, HI 96814	FAIRGROUNDS BLK 2 LOTS 3 & 4
Charles Lynn Knox 401 N Aydelotte Ave Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 1 & 2
Alice L Gonzales 24856 Luke Ln Tecumseh, OK 74873	FAIRGROUNDS BLK 2 W60' LOTS 17 & 18 and FAIRGROUNDS BLK 2 W10' OF E80' OF LOTS 17 & 18
Timothy Wallace 305 Christina Ct McLoud, OK 74851	FAIRGROUNDS BLK 2 E70' OF LOTS 17 & 18
Melvena Elizabeth Slater and Richard Joseph Slater 405 N Chapman Shawnee, OK 74801	FAIRGROUNDS BLK 2 LOTS 19 & 20

Charles Trent and Sandra Smith 409 N Chapman Shawnee, OK 74801	FAIRGROUNDS BLK 2 ALL LOT 21 & S1/2 LOT 22
Kizella Jeff Huddleston 411 N Chapman Shawnee, OK 74801	FAIRGROUNDS BLK 2 N1/2 LOT 22 & ALL 23 & S20' L 24
Johnny Mundy 419 N Chapman Shawnee, OK 74801	FAIRGROUNDS BLK 2 N5' LOT 24 & ALL LOT 25 & S20' LOT 26
NKW Holdings, LLC PO Box 21861 Oklahoma City, OK 73156	FAIRGROUNDS BLK 2 N5' LOT 26 & ALL LOTS 27 & 28
Tracy S Davis and Tammy Davis 600 Pleasant Dr Moore, OK 73170	FAIRGROUNDS BLK 2 LOT 29 & S1/2 LOT 30
Investment Acquisitions, LLC 4616 NW 32nd Pl Oklahoma City, OK 73122	FAIRGROUNDS BLK 2 N1/2 LOT 30 ALL LOTS 31 & 32
John Carroll Jones and Wanda Jo Jones 505 N Chapman Shawnee, OK 74801	HOFFMANS BLK 27 LOTS 13 THRU 16 LESS E60' OF LOTS 13 THRU 15 & S21' OF THE E60' OF LOT 16
Carolyn Parks 618 W Highland Shawnee, OK 74801	HOFFMANS BLK 27 E60' OF LOTS 13 THRU 15 & S21' E60' OF LOT 16
William D Davis 209 Tully 74873	HOFFMANS BLK 27 LOTS 17 & 18 and HOFFMANS BLK 27 LOTS 19 & 20
Cha Investments, LLC 700 Gregory Ln Shawnee, OK 74804	HOFFMANS BLK 27 LOTS 11 & 12 and HOFFMANS BLK 28 W78' LOTS 13 & 14
Laree Armstrong 506 N Aydelotte Shawnee, OK 74801	HOFFMANS BLK 27 LOTS 8 THRU 10
Jeff Foresee 524 N Aydelotte Shawnee, OK 74801	HOFFMANS BLK 27 LOTS 5 THRU 7
Tamara Lovett 528 N Aydelotte Shawnee, OK 74801	HOFFMANS BLK 27 LOTS 1 THRU 4 & 8' VAC ST JOSEPH ST
Shane A Kane and Michael Leach and Trecia Leach 526 W Highland Shawnee, OK 74801	HOFFMANS BLK 28 E62' OF LOTS 13 & 14

Arnold E Gaddy PO Box 1625 Shawnee, OK 74802	HOFFMANS BLK 28 LOTS 15 & 16
Cajun Group Invesments, LLC 4601 Morningstar Dr Flower Mound, TX 75028	HOFFMANS BLK 28 LOTS 17 & 18 and HOFFMANS BLK 28 LOTS 19 & 20
Cindy Kelly 521 N Aydelotte Shawnee, OK 74801	HOFFMANS BLK 28 LOTS 21 & 22

IN WITNESS WHEREOF, We have hereunto set our hand and seal at office in the City of Shawnee, Oklahoma, this 6th day of July, 2021 at 07:00 AM.

ATTEST:

David Thrailkill,
Abstractor License No.: 3211

Smith Brothers Abstract & Title Co., LLC

President
Abstractor License No.: 1725

Shelia Whitfield
418 W 11th
Shawnee, OK 74801

Hazaretali Wushur
1705 Briarcreek Dr
Norman, OK 73071

Dorothy Eileen Herron
324 N Louisa
Shawnee, OK 74802

James R Wick
320 N Louisa
Shawnee, OK 74801

Gonzalo Coronado and Bertha Coronado, et al
317 N Kickapoo
Shawnee, OK 74801

Javier Arballo and Manuel Arballo
321 N Kickapoo
Shawnee, OK 74801

Darrin Doyle Skaggs
327 N Kickapoo
Shawnee, OK 74801

Misty D Maston
331 N Kickapoo
Shawnee, OK 74801

Allen Rider and Bobbie C Rider
1205 Cambridge Dr
Shawnee, OK 74804

Nichole Jean McGrew
10909 SW 33rd St
Yukon, OK 73099

Dorothy M Walker
322 N Kickapoo
Shawnee, OK 74801

Acock Properties, LLC
2026 N Beard Ave
Shawnee, OK 74804

Arnold Gaddy
PO Box 1625
Shawnee, OK 74802

Jennifer Renee Nolan
332 N Kickapoo
Shawnee, OK 74801

Hal E O'Connor, Sr.
313 N Aydelotte
Shawnee, OK 74801

Jeffrey D Todd and Darlene F Todd
42708 Bob Crouch
Tecumseh, OK 74873

Abbie Wolfe
319 N Aydelotte
Shawnee, OK 74801

Heinrich Properties, LLC
PO Box 855
Harrah, OK 73045

Board of County Commissioners
14101 Acme Rd
Shawnee, OK 74804

Mearl L Patterson and Patricia A Patterson
400 N Broadway
Shawnee, OK 74801

Hazaretali Wushur
1705 Briarcreek Dr
Norman, OK 73071

Tiffany Marie Moore and Bruce Moore, Jr.
326 N Aydelotte
Shawnee, OK 74801

Devin Reyesvera
330 N Aydelotte Ave
Shawnee, OK 74801

Larry Keith Bias and Charlene Bias
429 N Aydelotte
Shawnee, OK 74801

Perry Wayne Inman and Patricia S Inman
415 N Aydelotte
Shawnee, OK 74801

Lynn Knox
401 N Aydelotte
Shawnee, OK 74801

Jo Ann Mayes
400 N Aydelotte
Shawnee, OK 74801

Roots Dispensary, Inc
420 N Kickapoo
Shawnee, OK 74801

Kevin Brown
518 N Kickapoo St
Shawnee, OK 74801

Elbert J Benton, Jr.
37002 45th St
Shawnee, OK 74804

Erin D. Jones
105590 S 3380 Rd
McLoud, OK 74851

Robert Jones and Erin Jones
105590 S 3380 Rd
McLoud, OK 74851

Gary V. Grossman and Bonnie E. Grossman
22 E. Midland
Shawnee, OK 74804

Brandon Properties, LLC
4020 S. Douglas Ave
Oklahoma City, OK 73109

Gary Grossman
22 E. Midland
Shawnee, OK 74804

Brandon Properties, LLC
4020 S. Douglas Ave.
Oklahoma City, OK 73109

In Young Kim and Yon K Kim
501 N Kickapoo
Shawnee, OK 74801

In Yong Kim and Yon Kun Kim
501 N Kickapoo
Shawnee, OK 74801

Carrow Properties, LLC
11 E. MacArthur St
Shawnee, OK 74804

Tony R Ward and Carolyn R Ward
PO Box 6931
Edmond, OK 73083

Allen Management, LLC
18 Glen Rock Dr
Austin, TX 78738

Elbert J Benton, Jr
37002 45th St
Shawnee, OK 74804

Robert M Jones and Jerry L Jones
PO Box 3466
Shawnee, OK 74802

Mark W Dike
405 W Highland
Shawnee, OK 74801

Mark W Dike
405 W Highland
Shawnee, OK 74801

Sparkman Brothers, Inc.
PO Box 218
Shawnee, OK 74802

Cavco, LTD
PO Box 1852
Shawnee, OK 74802

Cavan B Jones and Erika H Jones
PO Box 1471
Shawnee, OK 74802

City of Shawnee
16 W 9th St
Shawnee, OK 74801

Jayson Aldridge and Cassie Aldridge
405 S Kickapoo
Shawnee, OK 74801

Youth & Family Resource Center, Inc.
326 W 11th
Shawnee, OK 74801

Dennis W Glenn and Leda K Glenn
412 W 11th
Shawnee, OK 74801

Cavan B Jones and Erika H Jones
PO Box 1471
Shawnee, OK 74802

Dennis W Glenn and Leda K Glenn
412 W 11th
Shawnee, OK 74801

Kevin J Mathews
410 N Aydelotte
Shawnee, OK 74801

D & K Housing, LLC
439 E Wallace
Shawnee, OK 74801

Henry Everett Poe
420 N Aydelotte
Shawnee, OK 74801

Carrow Properties, LLC
11 E MacArthur St
Shawnee, OK 74804

Delta Jean Foor
24 Twilight Ln
Shawnee, OK 74801

Brandon Moore
1687 A Kalauokalana Way PMB 203
Honolulu, HI 96814

Charles Lynn Knox
401 N Aydelotte Ave
Shawnee, OK 74801

Alice L Gonzales
24856 Luke Ln
Tecumseh, OK 74873

Timothy Wallace
305 Christina Ct
McLoud, OK 74851

Melvena Elizabeth Slater and Richard Joseph Slater
405 N Chapman
Shawnee, OK 74801

Charles Trent and Sandra Smith
409 N Chapman
Shawnee, OK 74801

Kizella Jeff Huddleston
411 N Chapman
Shawnee, OK 74801

Johnny Mundy
419 N Chapman
Shawnee, OK 74801

NKW Holdings, LLC
PO Box 21861
Oklahoma City, OK 73156

Tracy S Davis and Tammy Davis
600 Pleasant Dr
Moore, OK 73170

Investment Acquisitions, LLC
4616 NW 32nd Pl
Oklahoma City, OK 73122

John Carroll Jones and Wanda Jo Jones
505 N Chapman
Shawnee, OK 74801

Carolyn Parks
618 W Highland
Shawnee, OK 74801

William D Davis
209 Tully
74873

Cha Investments, LLC
700 Gregory Ln
Shawnee, OK 74804

Laree Armstrong
506 N Aydelotte
Shawnee, OK 74801

Jeff Foresee
524 N Aydelotte
Shawnee, OK 74801

Tamara Lovett
528 N Aydelotte
Shawnee, OK 74801

Shane A Kane and Michael Leach and Trecia Leach
526 W Highland
Shawnee, OK 74801

Arnold E Gaddy
PO Box 1625
Shawnee, OK 74802

Cajun Group Invesments, LLC
4601 Morningstar Dr
Flower Mound, TX 75028

Cindy Kelly
521 N Aydelotte
Shawnee, OK 74801

DESIGN STATEMENT

August 2nd, 2021

a. Title of PUD; HIGHLAND & KICKAPOO [place holder]

b. List of owners and developers; Michael D San Pedro

c. Statement of the general location and relationship to adjoining land uses; both existing and proposed;

The development site is on the west side of Kickapoo Ave. to N Aydelotte Ave. between Highland and W 11th Street which is all of Block 1 of the FAIRGROUNDS ADDITION except lots 17 thru 22 and 29 and 30. The total area equals 1.75 acres mol. The lots fronting Kickapoo are typical of the commercially zoned strips further north and the balance of the lots in the PUD application are zoned R2 and is the surrounding neighborhood. The opposite [east] side of Kickapoo Ave. is C1 and C3 and R3.

d. Description of the PUD concept, including an acreage or square foot breakdown of land use areas and densities proposed, a general description of proposed building use types, proposed restrictions and typical site layouts;

The development contemplates incremental and phased improvements allowing for the possible retention of existing structures and added structures of similar scale [1 to 3 stories] and form [pitched roofs]. Mixed uses will be encouraged to create a diverse and active place where occupancy extends beyond traditional Monday to Friday from nine to five. The proposed mixed uses and scale are consistent with the recommendations of Shawnee's 2019 Comprehensive Plan as a transitional development between Neighborhood Conservation to the west and the major arterial Kickapoo Avenue. The strategic approach to site layout will be to emulate the existing pattern of setbacks [averaging] for any new buildings and to provide parking west of the improvements. Parking spaces will be provided as required by building use, landscaped per ordinance and screened from adjacent residential lots.

e. The existing PUD zoning districts in the development area and surrounding it; NONE

f. A list of all special development regulations or the conventional zoning district regulations which will be applicable;

The development will include all permitted uses in R3 and C3, except the following:

- Automotive repair, tires and service, towing and other road services
- Automotive sales and service

- Car, truck, trailer or recreational vehicle rental and leasing
- Farm equipment sales and service, including feed store,
- Gasoline service station
- Light automobile dealer
- Lumberyard, building materials, hardware store
- Outdoor sales and storage of materials
- Pawnshops
- Sales and service for mobile homes, travel trailers, campers, trailers, large trucks and equipment
- Scrap operators, automobile towing with storage and salvage
- Personal storage (mini-storage)
- Warehousing, light industrial assembly, manufacturing
- Wholesaling, storage and distribution
- Funeral homes
- Treatment facility
- Adult Entertainment

g. A statement on the existing and proposed streets, including right-of-way standards and street design concept;

The proposed development takes advantage of the existing street grid and RoW's with no proposed alteration. New driveways and locations are proposed in coordination with the planned improvements to Kickapoo Avenue. This development contemplates coordination with ODOT and the City to remove, revise and relocate curb cuts and approaches from repaved Kickapoo Avenue to provide improved separation and distance from the signalized intersection at Highland. Centerlines of new driveways along Kickapoo Avenue will be located in a zone no closer than 100' north of West 11th Street centerline and 125' south of West Highland Street centerline. Driveways shall be centered no closer than 120' apart. Driveways shall be two-way with right only exits from the development. Exiting north will be via the alley exits onto 11th and Highland.

The goal of this development is to create a unique identity for the block long streetscape along Kickapoo Avenue with a consistent appearance behind the new sidewalk proposed in the Kickapoo Avenue ODOT project. The elements of the streetscape will include street furniture, landscaping, retaining walls and ground

mounted signage. Any improvements proposed within the ROW will be accompanied by a revocable permit.

h. The following physical characteristics: elevation, slope analysis, soil characteristics, tree cover and drainage information;

There is significant grade separation between the proposed wider Kickapoo Avenue and the ground floors of buildings to the west. Future development will include a combination of retaining walls and landscaping to mitigate the elevation differences. Healthy existing trees will be retained wherever possible and appropriate species of new trees will be planted to provide shade, suitability and survivability [ref. Chapter 27].

i. A topographical map with minimum two-foot contour intervals;

Existing grades will remain substantially unaltered.

j. Drainage information, including number of acres in the drainage area and delineation of applicable flood levels;

New paving will be designed to direct runoff to engineered onsite detention facilities. Existing drainage patterns and runoff rates will be maintained.

k. A statement of utility lines and services to be installed, including which lines will be dedicated to the city and which will be private;

All city utilities are available for this development and will be evaluated for adequacy during development. The city utilities appear to serve the scale of intended development at this time and private utilities will be connected inside existing easements.

l. The proposed densities, and the use types and sizes of structures;

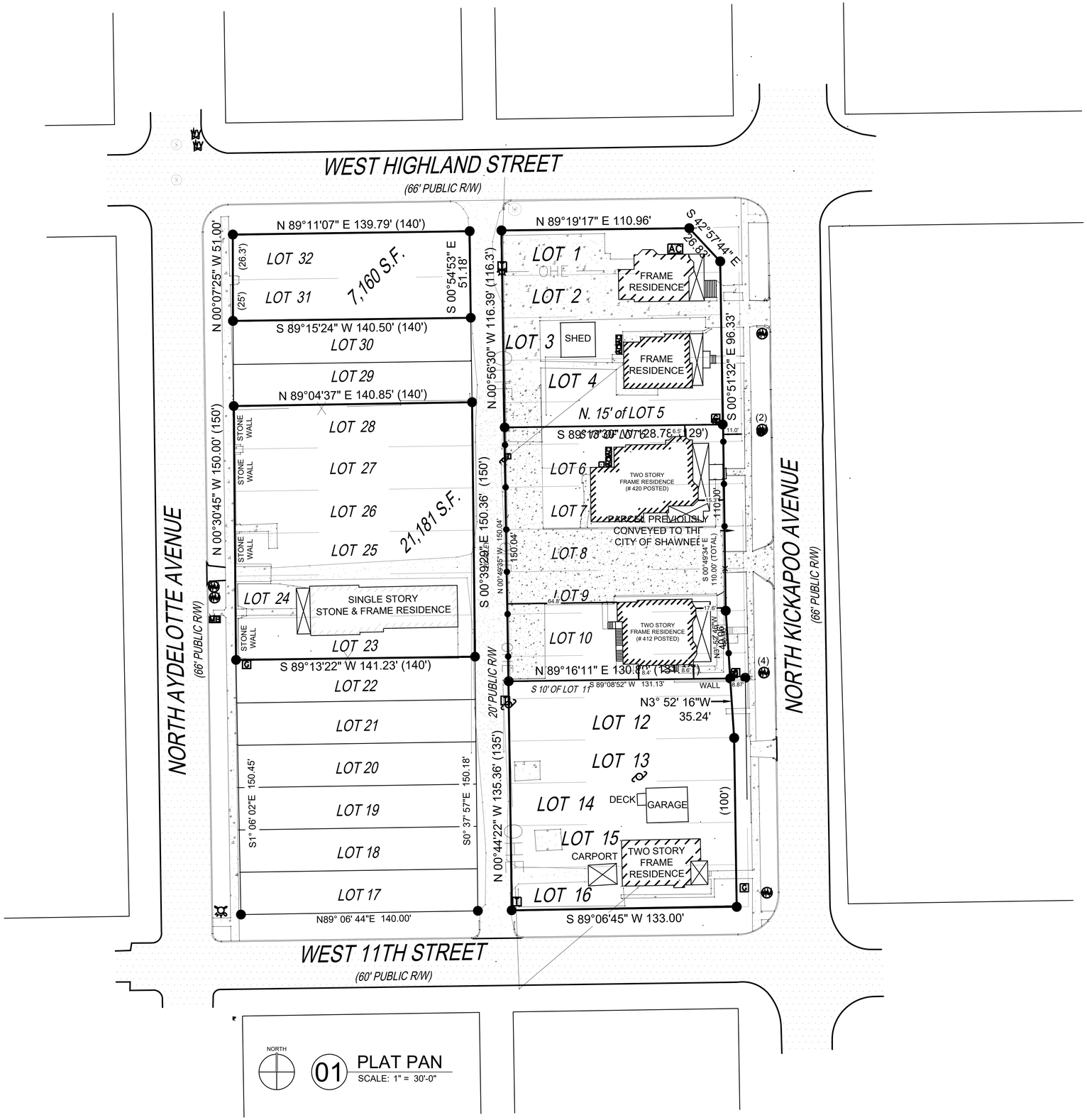
m. A description of the proposed sequence of development;

Before any future development the 20' wide alley will be engineered and paved with new approaches on West Highland [Minor Arterial] and West 11th [Local].

n. If there is no plat required or if other methods authorized in the subdivision and development standards are appropriate, then section 22-508(1) and (2) shall be submitted and approved as part of the PUD master plan at the time of rezoning.

Property is currently platted. If PC approves – this PUD contemplates retaining the existing plat in the Fairground Addition and replating if indicated by future developments.

01 PLAT PLAN
SCALE: 1" = 50'-0"



C:\Users\Clay\Desktop\2103_SanPedro.dwg

A000

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #PUD01-21

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

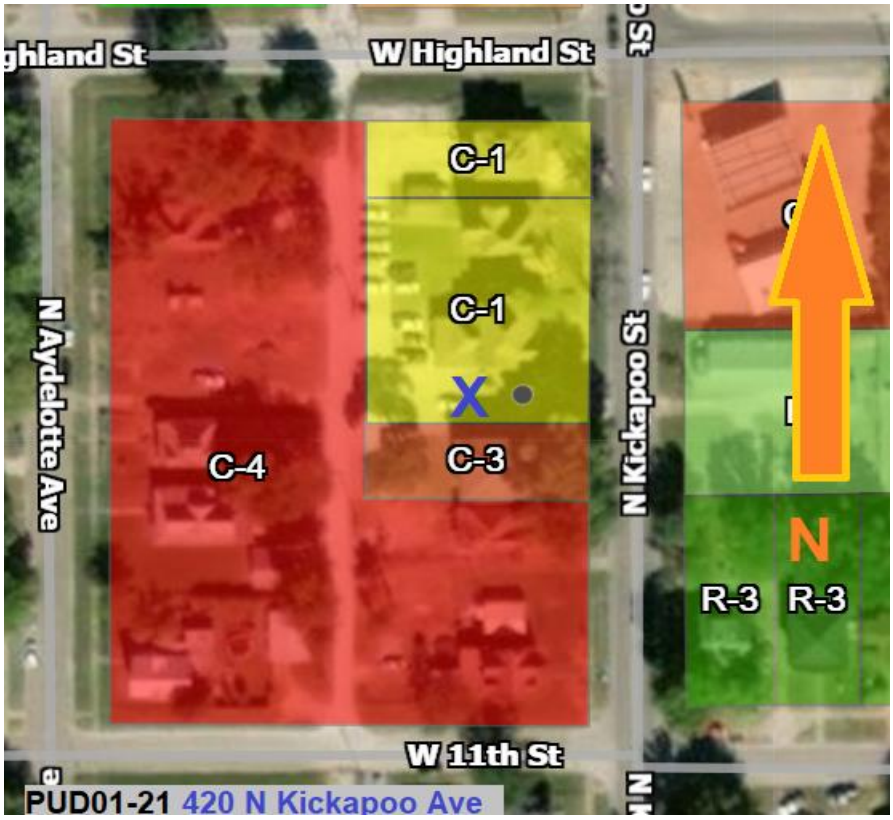
Case number PUD01-21 is for a Planned Unit Development.
The property is located at **420 N. Kickapoo Ave.**
Current zoning is **C-1, C-3, and C-4 districts: Neighborhood Commercial, Highway Commercial, and Central Business.**
Proposed zoning is **C-3 (Highway Commercial District) with a PUD (Planned Unit Development.**
The **PUD** request is for a **Mixed Use of Commercial and Residential.**
Applicant is **Michael San Pedro**.

The public hearings for **PUD01-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

September 1, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
September 20, 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 are 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 August 11, 2021, by Rachel Clyne, City Planner.



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: LOTS 1-16; LOTS 23-28; AND LOTS 31-32, BLOCK 1 FAIRGROUNDS ADDITION OF SHAWNEE, POTTAWATOMIE, OKLAHOMA FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), C-3 (HIGHWAY COMMERCIAL DISTRICT), AND C-4 (CENTRAL BUSINESS DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A PUD (PLANNED UNIT DEVELOPMENT) 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 20th day of September, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification C-1 (Neighborhood Commercial District), C-3 (Highway Commercial District), and C-4 (Central Business District) to C-3 (Highway Commercial District) with a PUD (Planned Unit Development).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District) with a PUD (Planned Unit Development).

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: LOTS 1-16; LOTS 23-28; AND LOTS 31-32, BLOCK 1 FAIRGROUNDS ADDITION OF SHAWNEE, POTTAWATOMIE, OKLAHOMA FROM ZONING CLASSIFICATION C-1 (NEIGHBORHOOD COMMERCIAL DISTRICT), C-3 (HIGHWAY COMMERCIAL DISTRICT), AND C-4 (CENTRAL BUSINESS DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) WITH A PUD (PLANNED UNIT DEVELOPMENT) 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

DRAFT

Regular Board of Commissioners **25.**

Meeting Date: 09/20/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance relating to shopping carts, amending Chapter 8 of the Shawnee Municipal Code by creating Article XI of Chapter 8, shopping carts; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE RELATING TO SHOPPING CARTS, AMENDING CHAPTER 8 OF THE SHAWNEE MUNICIPAL CODE BY CREATING ARTICLE XI OF CHAPTER 8, SHOPPING CARTS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

BE IT ORDAINED BY THE COMMISSIONERS OF THE CITY OF SHAWNEE:

SECTION 1. That Article XI of Chapter 8 of the Shawnee Municipal Code is hereby created to read as follows:

CHAPTER 8

****

ARTICLE XI

§ 8-620 - Identification of shopping carts.

On and after the effective date of this section each owner of a retail establishment providing three or more shopping carts for use by the patrons of the retail establishment, and the manager or person in charge of any retail establishment which provides three or more shopping carts for use by the patrons of the retail establishment, shall permanently affix to all shopping carts under the ownership and control of such owner, manger or person in charge the notification required under this section, specifically described in Shawnee Municipal Code § 8-622.

§ 8-621- Definitions

As used in this chapter:

(a)"Shopping cart" means a basket which is mounted on wheels or a similar device generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

(b) "Parking area" means a parking lot or other property provided by a retailer for use by a customer for parking an automobile or other vehicle.

§ 8-622 - Application; permanently affixed sign required; contents

Each shopping cart shall have a sign permanently affixed to it that identifies the owner of the cart or the retailer, or both; notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail establishment, or the unauthorized possession of the cart, is a violation of local law; and lists a telephone number or address for returning the cart removed from the premises or parking area to the owner or retailer.

§ 8-623 - Unlawful acts

It is unlawful to do any of the following acts:

(a) To remove a shopping cart from the premises or parking area of a retail establishment with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

(b) To be in possession of any shopping cart that has been removed from the premises or the parking area of a retail establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

(c) To be in possession of any shopping cart with serial numbers removed, obliterated, or altered, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

(d) To leave or abandon a shopping cart at a location other than the premises or parking area of the retail establishment with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

(e) To alter, convert, or tamper with a shopping cart, or to remove any part or portion thereof or to remove, obliterate or alter serial numbers on a cart, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

(f) To be in possession of any shopping cart while that cart is not located on the premises or parking lot of a retail establishment, with the intent to temporarily or permanently deprive the owner or retailer of possession of the cart.

§ 8-624 - Violations; misdemeanor; application of other laws

Any person who violates any of the provisions of this Article is guilty of a misdemeanor. The provisions of this section are not intended to preclude the application of any other laws relating to prosecution for theft.

§ 8-625 Consent from owner

This chapter shall not apply to the owner of a shopping cart, or to a retailer, or to their agents or employees, or to a customer of a retail establishment who has written consent from the owner of the shopping cart or the retailer to be in possession of the shopping cart or to remove the shopping cart or laundry cart from the premises or the parking area of the retail establishment, or to do any of the acts specified in Section 8-623.

§ 8-626 Presumption and interference; ownership of carts

In any criminal proceeding, it may be inferred that any shopping cart which has a sign affixed to it pursuant to Section 8-622 is the property of the person or business named in the sign and has not been abandoned by the person or business named in the sign.

§ 8-627 - Recovery of shopping carts by city forces.

To the extent otherwise permitted by law, law enforcement personnel may enter onto any public or private property in the City to retrieve, remove, store, and dispose of any lost, stolen, or abandoned shopping cart, or any part thereof. Any act authorized to be performed by the City of Shawnee pursuant to any provision of this Article may be performed by any law enforcement personnel. Any law enforcement personnel are authorized to issue an administrative citation upon any owner whom they have reasonable cause to believe has violated any provision of this chapter.

§ 8-628 - Penalty.

Any owner of a retail establishment providing three or more shopping carts for use by the patrons of the retail establishment, and each manager or person in charge of any retail establishment which provides three or more shopping carts for use by the patrons of the retail establishment, who does not affix and maintain on each shopping cart under their ownership and control the notification specified as set forth herein or as it may be subsequently amended, shall be guilty of a violation hereof. The punishment for such violation shall be as follows:

A. A first violation shall constitute an infraction punishable by a fine not to exceed fifty dollars.

B. A second violation shall constitute an infraction punishable by a fine not to exceed one hundred dollars.

C. A third violation shall constitute an infraction punishable by a fine not to exceed two hundred fifty dollars.

D. A fourth violation shall constitute a misdemeanor punishable by a fine, not to exceed one thousand dollars or six months in jail or both.

E. Each day that each shopping cart shall remain without the notice described in § 8-622 shall constitute a separate violation.

§ 8-629 - Administrative costs and fines.

Any owner that fails to retrieve its abandoned cart(s) within five days of receiving actual notice from the city, shall pay the city's administrative costs for retrieving the cart(s) and providing the notification to the owner as may be established by resolution of the Shawnee City Commission. Any owner who fails to retrieve abandoned carts in accordance with this chapter in excess of three times during a specified six-month period, shall be subject to a fifty-dollar fine for each occurrence. An occurrence includes all carts owned by the owner that are impounded by the city in a one-day period.

§ 8-630 - Notification for retrieval of abandoned shopping carts.

The City shall notify the owner of any abandoned carts owned or used by the business establishment that have been located within the City of Shawnee. The owner shall have thirty days from the date the notification is given, to retrieve the carts from the city, pursuant to the costs and fees assessed in accordance with §8-629.

§ 8-631 - Disposition of shopping carts after thirty days.

Any cart not reclaimed from the City within thirty days after notification to the owner shall be sold or otherwise disposed of by the city. Any cart that fails to have the identification required by state law or this chapter may be sold or otherwise immediately disposed of at the discretion of the city.

SECTION 2: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

SECTION 3: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

SECTION 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 5: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ___ day of _____, 2021

_____
ED BOLT, MAYOR

ATTEST:

(SEAL)

_____
LISA LASYONE, CMC, CITY CLERK

PASSED AND APPROVED and the emergency clause voted on separately this ___ day of _____**,** 2021.

_____
ED BOLT, MAYOR

ATTEST:

(SEAL)

_____
LISA LASYONE, CITY CLERK

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

_____
JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners **27. a.**

Meeting Date: 09/20/2021

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project Heart of Oklahoma Exposition Center Project No. C-21-03D (Open)

Attachments

Expo Roof Specs

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project Heart of Oklahoma Expo Center

Project No. C-21-03D

CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA

Prepared By

Katy Fleming

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

NOTICE TO BIDDERS

Notice is hereby given that the City of Shawnee will receive sealed bids at the City Hall, 16 West 9th, Shawnee, Oklahoma, 74801, up to 4:00 p.m. on Monday, September 20, 2021 and publicly read aloud at the Commission Meeting being held at 6:00 p.m. on Monday, September 20, 2021 for furnishing all labor and materials and performing all work necessary for:

Project No. C-21-03D
HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project - Heart of Oklahoma Expo Center

This work will be done under the Oklahoma Building Codes, except as modified herein.

The proposal will include a special provision with reference to Contractor's Non-Collusion Affidavit and a 5% bid bond in a certified or cashier's check or surety bond shall accompany the sealed proposal of each bidder. Evidence of having proper workmen's compensation coverage for employees as provided by Title 85 of the Oklahoma Statutes Section 61 shall be required prior to issuance of a work order.

Examination of plans, specifications, special provisions, and site of work is required. Plans, forms of proposals, contracts and specifications may be examined at the following locations:

ShawneeExpo.org
www.shawneeexpo.org

Published in the Shawnee News-Star
Weeks of September 9 & 16

IMPORTANT: ALL CONTRACTORS SUBMITTING A BID FOR THIS CONTRACT MUST HAVE DOWNLOADED PROJECT PLANS AS SET FORTH BELOW. THIS IS A MATERIAL REQUIREMENT OF THIS BID NOTICE. FAILURE TO COMPLY WILL CAUSE THE BID TO BE CONSIDERED NONRESPONSIVE. A complete set of Plans and Specifications to prospective bidders must be obtained on the Heart of Oklahoma Expo Center's website. Any prospective bidders must join the plan holder's email list upon downloading the documents to receive addendums and submit a bid. Contact Katy Fleming at katy.fleming@spectraxp.com to inquire about the project. Upon award of contract to a successful bidder, the contract will be completely executed within ten (10) working days from the date of award by the successful bidder and the City of Shawnee.

The City of Shawnee hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises 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 or national origin in consideration for an award.

The City of Shawnee reserves the right to reject any or all bids. The City of Shawnee reserves the right to accept the bid determined to best serve the needs of the City.

CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

DocuSigned by:
Eric Benson
1D24DAB8FE3C4B1...

Eric Benson City Manager

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

TABLE OF CONTENTS

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

Cover.....i-ii
Notice to Bidders.....iii-iv
Table of Contents .....v-vi

INSTRUCTIONS TO BIDDERS 1
SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE) **Error! Bookmark not defined.**
MAINTENANCE BOND 13
PERFORMANCE BOND 14
SPECIAL PROVISIONS 17
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT 21
QUALIFICATION STATEMENT OF BIDDERS 96
QUALIFICATION STATEMENT OF BIDDER'S SURETY 100
BID PROPOSAL 102
BID AFFIDAVITS 106
CERTIFICATE OF NONDISCRIMINATION 110

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE: Each bidder by making his bid represents that he had visited the site(s) and familiarized themselves with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform themselves prior to bidding.

EXAMINATION OF BIDDING DOCUMENTS: Each bidder by making their bid represents they have read and understand the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

INTERPRETATION OF CONTRACT DOCUMENTS: Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to Katy Fleming at least seven days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION: Each bidder shall base their bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on their own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.

QUALIFICATIONS OF BIDDERS: In determining the lowest responsible bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.

Each bidder must complete the attached “Qualification Statement of Bidders & Qualifications Statement of Bidder’s Surety”.

Each bidder may be required to show that former work performed by them has been handled in such a manner that there are no just, or proper claims pending against such work. No bidder will be acceptable if they are engaged on any other work which impairs their ability to finance this contract or provide proper equipment for the proper execution of the same. Each bidder shall demonstrate their ability by meeting all requirements herein stipulated, if asked of them.

BID SECURITY. No bid will be considered unless accompanied by a cashier's check, a certified check or a bidder's bond in the amount of five percent (5%) of the bid, as a guarantee that if the

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

bid is accepted, the bidder will execute the agreement and file bonds and insurance as required by the contract documents within ten (10) days from the date of the award of the contract.

RETURN OF BID SECURITIES. The security of all bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. If all bids are rejected, the securities will be returned at the time of rejection.

AGREEMENT, BONDS, AND INSURANCE. The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the type of insurance to be taken out in the event a contract award is made.

BID SUBMITTAL. Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal.

WITHDRAWAL OF BID. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION. If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

LICENSE. Each bidder shall possess State and local licenses as are required by law and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the contract.

LATE BIDS. Any bid received by the awarding public agency or an officer or employee thereof more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

BID OPENING. Bids will be opened and recorded at the time and place indicated in the Notice to Bidders. Bidders or their agents are invited to be present.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

AWARD OF CONTRACT. The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion.

It is anticipated that approval will be received within thirty (30) days of opening of bids. In the event that the approvals are not received, or the Owner cannot award or reject said proposals within sixty (60) days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the Owner.

EFFECTIVE DATE OF AWARD. If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some office or agent of the Owner duly authorized to give such notice.

EXECUTION OF AGREEMENT. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within ten (10) days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE. Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed herein before. Upon annulment of an award as aforesaid, the Owner may then award the contract to the next lowest responsible bidder.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES. The successful bidder will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Special Provisions, if extensions of time are not granted by Owner because of avoidable delays as therein defined.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Shawnee ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project No. C-21-03D
HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project - Heart of Oklahoma Expo Center

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work described above is part of the HOOEC's Capital Improvement Plan.

ARTICLE 3 – OWNER'S REPRESENTATIVE

3.01 The Project has been designed by the HOOEC's General Manager, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed as described in the Special Provisions and as provided in Paragraph 14.04 of the General Conditions and completed and ready for final

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

payment as described in the Special Provisions and in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

Reference the Special Provisions

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 10 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner's Representative, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

b. 5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner's Representative shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. Instructions to Bidders
2. This Agreement
3. Maintenance Bond
4. Performance Bond
5. Special Provisions
6. Standard General Conditions of the Construction Contract
7. Qualification Statement of Bidders
8. Qualification Statement of Bidder's Surety
9. Bid Proposal
10. Bid Form
11. Bid Affidavits
12. Certificate of Nondiscrimination

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

13. Status Verification Systems Affidavit

14. Specifications

15. Plan Drawings

16. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed

    b. Work Change Directives.

    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

A. None.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR
City of Shawnee	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest .	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
16 West 9th	
Shawnee, OK 74801	
	License No.: (Where applicable)
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*
	Agent for service of process:

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as principal, and _____, as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ Dollars ($ _____), such sum being equal to the contract price for a period of one (1) year, such sum being not less than 100% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Dated this _____ day of _____, 20 ____. The conditions of this obligation are such that whereas, said Principal has by a certain contract between _____, and the CITY OF SHAWNEE, dated this _____ day of _____, 20- ____. Agreed to construct in the CITY OF SHAWNEE:

_____

_____

all in compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of 1 year from the date of acceptance of the project by the City of Shawnee.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period 1 year for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the City of Shawnee, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against failure due to defective workmanship and/or material for a period of 1 year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the CITY OF SHAWNEE, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

ATTEST:

_____ BY _____
Secretary/Witness Principal

_____
Surety

ATTEST:

_____ BY _____
Secretary/Witness

APPROVED as to form this _____ day of _____, 20 _____

_____
Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this _____ day of _____, 20 _____.

_____
Title:

ATTEST:

_____
Title:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, s Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ DOLLARS ($ _____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20 _____. The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following improvement:
_____ and has entered into a certain written contract with the CITY OF SHAWNEE on the ___ day of _____, 20 ___., for the erection and construction of said work and improvement all the compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE, and said contract is hereby made a part of parcel of this bond as it literally written herein.

NOW, THEREFORE, if the said _____, Principal, shall fully and faithfully execute the work and perform said contract according to it terms, conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the CITY OF SHAWNEE, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protest and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

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

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

In witness whereof, THE SAID principal has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

_____ BY _____
Secretary/Witness Principal

_____
Surety

ATTEST:

_____ BY _____
Secretary/Witness

APPROVED as to form this _____ day of _____, 20 _____.

_____
Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this ____ day of _____, 20 ____.

_____
Title:

ATTEST:

_____
Title:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

SPECIAL PROVISIONS

These Special Provisions are included in and are part of the Bidding Documents and Agreement/Contract Documents for this project.

0100 Definitions

The following words and phrases, when used in the Special Provisions, shall have the meanings respectively ascribed to them throughout this Agreement:

Liquidated Damages –or– *Liquidated Damages Rate:* A dollar value that will be charged to CONTRACTOR for each calendar day that the CONTRACTOR requires to achieve a specific milestone in excess of the Contract Times.

0200 - Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work and Milestones are not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall be assessed the rate(s) stipulated in Table 1 for each day that expires in excess of the Contract Times until each milestone, Substantial Completion, and Final Completion is achieved.

Liquidated Damages may be charged against each Pay Application.

0300 - Rates

Liquidated damages will be assessed at the following rates (reference Table 1).

TABLE 1
Liquidated Damage Rates

Milestone	**Rate**
Final Completion	$1,000.00/calendar day

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

0400 - Project Milestones

The following project milestones shall apply for computation of Liquidated Damages:

TABLE 2 **Project Milestones – Base Bid Only**	
Milestone Description	**Calendar Days**
Substantial Completion	30 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion
Project Milestones – Base Bid + Add Alternate	
Milestone Description	**Calendar Days**
Substantial Completion	60 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion

0500 – Insurance Requirements

Commercial General Liability in the minimum amount of $1,000,000/$2,000,000.
Automobile Liability in the minimum amount of $1,000,000.
Workers Compensation as required by the laws of the State of Oklahoma.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY 25
1.01 Defined Terms 25
1.02 Terminology 29
ARTICLE 2 – PRELIMINARY MATTERS 31
2.01 Delivery of Bonds and Evidence of Insurance 31
2.02 Copies of Documents 31
2.03 Commencement of Contract Times; Notice to Proceed 31
2.04 Starting the Work 31
2.05 Before Starting Construction 32
2.06 Preconstruction Conference; Designation of Authorized Representatives 32
2.07 Initial Acceptance of Schedules 32
ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 33
3.01 Intent 33
3.02 Reference Standards 33
3.03 Reporting and Resolving Discrepancies 34
3.04 Amending and Supplementing Contract Documents 35
3.05 Reuse of Documents 35
3.06 Electronic Data 35
ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 36
4.01 Availability of Lands 36
4.02 Subsurface and Physical Conditions 36
4.03 Differing Subsurface or Physical Conditions 37
4.04 Underground Facilities 38
4.05 Reference Points 40
4.06 Hazardous Environmental Condition at Site 40
ARTICLE 5 – BONDS AND INSURANCE 42
5.01 Performance, Payment, and Other Bonds 42
5.02 Licensed Sureties and Insurers 43
5.03 Certificates of Insurance 43
5.04 Contractor's Insurance 43
5.05 Owner's Liability Insurance 45
5.06 Property Insurance 45
5.07 Waiver of Rights 47
5.08 Receipt and Application of Insurance Proceeds 48
5.09 Acceptance of Bonds and Insurance; Option to Replace 48
5.10 Partial Utilization, Acknowledgment of Property Insurer 49
ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES 49
6.01 Supervision and Superintendence 49
6.02 Labor; Working Hours 49
6.03 Services, Materials, and Equipment 49
6.04 Progress Schedule 50
6.05 Substitutes and "Or-Equals" 50
6.06 Concerning Subcontractors, Suppliers, and Others 53
6.07 Patent Fees and Royalties 54
6.08 Permits 55
6.09 Laws and Regulations 55
6.10 Taxes 56
6.11 Use of Site and Other Areas 56

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

6.12 Record Documents 57
6.13 Safety and Protection 57
6.14 Safety Representative 58
6.15 Hazard Communication Programs 58
6.16 Emergencies 59
6.17 Shop Drawings and Samples 59
6.18 Continuing the Work 61
6.19 Contractor's General Warranty and Guarantee 61
6.20 Indemnification 62
6.21 Delegation of Professional Design Services 63
ARTICLE 7 – OTHER WORK AT THE SITE 64
7.01 Related Work at Site 64
7.02 Coordination 64
7.03 Legal Relationships 65
ARTICLE 8 – OWNER'S RESPONSIBILITIES 65
8.01 Communications to Contractor 65
8.02 Replacement of Engineer 65
8.03 Furnish Data 65
8.04 Pay When Due 65
8.05 Lands and Easements; Reports and Tests 65
8.06 Insurance 66
8.07 Change Orders 66
8.08 Inspections, Tests, and Approvals 66
8.09 Limitations on Owner's Responsibilities 66
8.10 Undisclosed Hazardous Environmental Condition 66
8.11 Evidence of Financial Arrangements 66
8.12 Compliance with Safety Program 66
ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION 67
9.01 Owner's Representative 67
9.02 Visits to Site 67
9.03 Project Representative 67
9.05 Rejecting Defective Work 68
9.06 Shop Drawings, Change Orders and Payments 68
9.07 Determinations for Unit Price Work 68
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 69
9.09 Limitations on Engineer's Authority and Responsibilities 69
9.10 Compliance with Safety Program 70
ARTICLE 10 – CHANGES IN THE WORK; CLAIMS 70
10.01 Authorized Changes in the Work 70
10.02 Unauthorized Changes in the Work 70
10.03 Execution of Change Orders 70
10.04 Notification to Surety 71
10.05 Claims 71
ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 72
11.01 Cost of the Work 72
11.02 Allowances 75
11.03 Unit Price Work 76
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 77
12.01 Change of Contract Price 77
12.02 Change of Contract Times 78
12.03 Delays 78
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 79
13.01 Notice of Defects 79
13.02 Access to Work 79
13.03 Tests and Inspections 79
13.04 Uncovering Work 80
13.05 Owner May Stop the Work 81

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

13.06 Correction or Removal of Defective Work 81
13.07 Correction Period 81
13.08 Acceptance of Defective Work 82
13.09 Owner May Correct Defective Work 83
ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION 84
14.01 Schedule of Values 84
14.02 Progress Payments 84
14.03 Contractor's Warranty of Title 87
14.04 Substantial Completion 87
14.05 Partial Utilization 88
14.06 Final Inspection 89
14.07 Final Payment 89
14.08 Final Completion Delayed 90
14.09 Waiver of Claims 91
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION 91
15.01 Owner May Suspend Work 91
15.02 Owner May Terminate for Cause 91
15.03 Owner May Terminate For Convenience 92
15.04 Contractor May Stop Work or Terminate 93
ARTICLE 16 – DISPUTE RESOLUTION 94
16.01 Methods and Procedures 94
ARTICLE 17 – MISCELLANEOUS 94
17.01 Giving Notice 94
17.02 Computation of Times 95
17.03 Cumulative Remedies 95
17.04 Survival of Obligations 95
17.05 Controlling Law 95

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Final Completion* – Achieved after all punchlist items provided by the City of Shawnee have been completed.

22. *General Requirements*—See Specifications.

23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the condition's precedent listed therein, Owner will sign and deliver the Agreement.

29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

31. *PCBs*—Polychlorinated biphenyls.

32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

47. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*—Work to be paid for on the basis of unit prices.

51. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the Specifications), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

    a. reviewing and checking all such information and data;

    b. locating all Underground Facilities shown or indicated in the Contract Documents;

    c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

    d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and lost payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor’s Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier,

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the Specifications applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the Specifications or as directed by the Owner.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

i. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

ii. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

iii. In connection with Engineer's authority as to Change Orders, See /articles 10, 11 and 12.

iv. In connection with Engineer's authority as to Applications for Payment see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part.

2. Approve the claim in whole; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05 D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor,

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer' issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty (30) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:
Katy Fleming

Reviewed by:_____
Date

Date Received:_____

CONTRACTOR:_____
CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME:_____ PARTNER: _____
ADDRESS:_____ ADDRESS:_____
CITY:_____ CITY:_____
PHONE:_____ PHONE:_____
PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

_____ _____
COUNTY STATE COUNTY STATE

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION:_____
LOCATION OF PRINCIPAL OFFICE:_____
CONTACT PERSONS AT OFFICE:_____
PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION: _____

NAME:_____ ADDRESS:_____
TITLE: _____ _____
CITY STATE ZIP
PHONE:_____
NAMES OF OFFICERS: (IF APPLICABLE)_____
LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: _____
LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT:
TYPE(S) OF WORK DONE: (CIRCLE)

Clay Tile Slate Tile Concrete Tile Metal Wood Shingles/Shakes

Spanish Tile Asphalt Shingle Rolled Roof PVC Restoration

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Other:
COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $l00,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME:_____

A LIST OF RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?
___. IF SO, NAME OF OWNER AND/OR SURETY:_____
CONTACT PERSON:_____ PHONE:_____
ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?
IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: _____
_____

BANK REFERENCE:Bank:_____
Address:_____
City:_____ State:_____ Zip: _____
Contact Person:_____ Phone:_____

MUNICIPALITY REFERENCE: City:_____
Contact Person:_____ Position:_____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

Address:_____ Phone:_____

OTHER CREDIT REFERENCES:

Name:_____ Name:_____
Address:_____ Address:_____
_____ _____
Phone:_____ Phone:_____

_____In compliance with Notice to Bidders for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:_____ Title:_____
Company:_____ Date:_____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name:_____ Phone:_____
Address:_____ City:_____State:_____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: _____
BIDDER: _____
ADDRESS: _____
_____

l. Has this surety furnished contract bonds on contracts now complete? _____
2. Has this surety furnished contract bonds on contracts now incomplete? _____
3. What is the maximum bonding capacity of this Contractor? _____
4. Is the current financial information on this Contractor satisfactory? _____
5. Does information obtained indicate accounts are paid when due? _____. If not, give details: _____
_____
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? _____
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? _____

REMARKS:

SURETY: _____
SIGNED: _____
BY: _____

TITLE: _____
ADDRESS: _____
CITY STATE ZIP

(IN DUPLICATE)

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

BID PROPOSAL

PLACE: City of Shawnee, Pottawatomie County, Oklahoma
DATE: _____
PROJECT NO.: HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project - Heart of Oklahoma Expo Center

Proposal of _____
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The City Manager, City of Shawnee, Pottawatomie County, Oklahoma

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he/she has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Shawnee, within ten (l0) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk of the City of Shawnee, for the following amounts of:

Total Base Bid: _____ Dollars ($_____)
(In words)

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

The Contractor hereby agrees to commence work within five (5) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete Project No. C-21-03D HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project - Heart of Oklahoma Expo Center within 60 calendar days.

If partnership, give name and address of each member.

Signed: _____
(Contractor)

_____ By: _____
(Agent)

_____ Address: _____

_____

Incorporated under the laws of

_____
(State)

STATE OF _____)

CITY OF _____)

_____ lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the CITY OF SHAWNEE, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED: _____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____, County of _____this_____day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

BID FORM

Project No. C-21-03D
HOOEC Metal Roof Restoration and Insulation Removal and Spray Foam Replacement Project - Heart of Oklahoma Expo Center

Base Bid

DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
REMOVAL OF INSULATION IN FRED HUMPHREY BARN	SQ FT	_____	104,800.00	_____
REMOVAL OF INSULATION IN OTTO KRAUSSE BARN	SQ FT	_____	73,500.00	_____
INTERIOR SPRAY FOAM IN FRED HUMPHREY BARN	SQ FT	_____	104,800.00	_____
INTERIOR SPRAY FOAM IN OTTO KRAUSSE BARN	SQ FT	_____	73,500.00	_____
METAL RESTORATION PERFORMED ON FRED HUMPHREY BARN ROOF WITH TOP COATING – SEEKING CLASS A FIRE RATING AND CLASS 4 HAIL RESISTANCE + WARRANTY	SQ FT	_____	104,800.00	_____
METAL RESTORATION PERFORMED ON OTTO KRAUSSE BARN ROOF WITH TOP COATING – SEEKING CLASS A FIRE RATING AND CLASS 4 HAIL RESISTANCE + WARRANTY	SQ FT	_____	73,500.00	_____
METAL RESTORATION PERFORMED ON BOTH SHOPS' ROOFS WITH TOP COATING – SEEKING CLASS A FIRE RATING AND CLASS 4 HAIL RESISTANCE + WARRANTY	SQ FT	_____	8,000.00	_____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

METAL RESTORATION PERFORMED ON OUT BUILDINGS AND SHED ROOFS WITH TOP COATING – SEEKING CLASS A FIRE RATING AND CLASS 4 HAIL RESISTANCE + WARRANTY	SF	_____	9,350.00	_____

Total Base Bid $_____

Total Base Bid in words $_____

Name and Address of Responsible Bidder: _____

_____

_____

Contact Person:_____ Telephone No: _____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF_____)

CITY OF_____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective Contract, of any other terms of said prospective Contract; or in 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.

SIGNED:_____

Subscribed and sworn to before me this_____day of _____, 2021.

_____
Notary Public (or Clerk of Judge)

My Commission Expires:

_____
(SEAL)

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

B. Business Relationships Affidavit

STATE OF_____)

CITY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (l) 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 or 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 hereinabove mentioned exist, Affiant should so state.)

Subscribed and sworn to before me this_____day of _____, 2021.

_____
Notary Public (or Clerk of Judge)

My Commission Expires:

_____
(SEAL)

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to make this information to all employees and applicants for employment notices and to post in a conspicuous place where required by law.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City. The Contractor may be declared by the City ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

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

(seal) _____ (Contractor)

_____ _____
Secretary (Signature)

_____
(Title)

STATE OF _____)
CITY OF____ _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the City and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

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

_____
Notary Public

My Commission Expires: _____
My Commission No.: _____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF _____)
) SS:
CITY OF_____)

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

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

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

FURTHER AFFIANT SAITH NOT.

_____
AFFIANT

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

_____
Notary Public

My Commission Expires: _____

My Commission Number:_____

DocuSign Envelope ID: 43FBA61B-3FB1-4D91-A893-92F7CA4EFD65

THIS PAGE IS INTENTIONALLY LEFT BLANK

Regular Board of Commissioners **27. b.**

Meeting Date: 09/20/2021

Bid Expo Fence

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fence Removal and Replacement Project Heart of Oklahoma Exposition Center Project No. C-21-03D1 (Open)

Attachments

Expo Fence Specs

Expo Fence Guide

Expo Fence Plan Holders List

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

Fence Removal and Replacement Project
Heart of Oklahoma Expo Center

Project No. C-21-03D1

CITY OF SHAWNEE,
POTTAWATOMIE COUNTY, OKLAHOMA

Prepared By

Katy Fleming

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

NOTICE TO BIDDERS

Notice is hereby given that the City of Shawnee will receive sealed bids at the City Hall, 16 West 9th, Shawnee, Oklahoma, 74801, up to 4:00 p.m. on September 20, 2021 and publicly read aloud at the Commission Meeting being held at 6:00 p.m. on Tuesday, September 20, 2021 for furnishing all labor and materials and performing all work necessary for:

Project No. C-21-03D1
Fence Removal and Replacement Project - Heart of Oklahoma Expo Center

The proposal will include a special provision with reference to Contractor's Non-Collusion Affidavit and a 5% bid bond in a certified or cashier's check or surety bond shall accompany the sealed proposal of each bidder. Evidence of having proper workmen's compensation coverage for employees as provided by Title 85 of the Oklahoma Statutes Section 61 shall be required prior to issuance of a work order.

Examination of plans, specifications, special provisions, and site of work is required. Plans, forms of proposals, contracts and specifications may be examined at the following locations:

ShawneeExpo.org
www.shawneeexpo.org

Published in the Shawnee News-Star
Weeks of September 9 & 16

IMPORTANT: ALL CONTRACTORS SUBMITTING A BID FOR THIS CONTRACT MUST HAVE DOWNLOADED PROJECT PLANS AS SET FORTH BELOW. THIS IS A MATERIAL REQUIREMENT OF THIS BID NOTICE. FAILURE TO COMPLY WILL CAUSE THE BID TO BE CONSIDERED NONRESPONSIVE. A complete set of Plans and Specifications to prospective bidders must be obtained on the Heart of Oklahoma Expo Center's website. Any prospective bidders must join the plan holder's email list upon downloading the documents to receive addendums and submit a bid. Contact Katy Fleming at katy.fleming@spectraxp.com to inquire about the project. Upon award of contract to a successful bidder, the contract will be completely executed within ten (10) working days from the date of award by the successful bidder and the City of Shawnee.

The City of Shawnee hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises 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 or national origin in consideration for an award.

The City of Shawnee reserves the right to reject any or all bids. The City of Shawnee reserves the right to accept the bid determined to best serve the needs of the City.

CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

DocuSigned by:
Eric Benson
1D24DAB8FE3C4B1...

Eric Benson City Manager

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

TABLE OF CONTENTS

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

Cover.....i-ii
Notice to Bidders.....iii-iv
Table of Contents .....v-vi

INSTRUCTIONS TO BIDDERS	1
SUGGESTED FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)	5
MAINTENANCE BOND	13
PERFORMANCE BOND	14
SPECIAL PROVISIONS	17
STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT	21
QUALIFICATION STATEMENT OF BIDDERS	96
QUALIFICATION STATEMENT OF BIDDER'S SURETY	100
BID PROPOSAL	102
BID AFFIDAVITS	106
CERTIFICATE OF NONDISCRIMINATION	110

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE: Each bidder by making his bid represents that he had visited the site(s) and familiarized themselves with all the conditions under which the work is to be performed. No extra compensation will be allowed by reason of any matters or things concerning which the bidder did not inform themselves prior to bidding.

EXAMINATION OF BIDDING DOCUMENTS: Each bidder by making their bid represents they have read and understand the bidding documents. The bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the contract documents.

INTERPRETATION OF CONTRACT DOCUMENTS: Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings shall be submitted in writing to Katy Fleming at least seven days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the contract documents will be made only by addendum duly issued or delivered by the Owner to each person receiving a set of documents. The Owner will not be responsible for any other explanations or interpretation of the contract documents.

MATERIAL SUBSTITUTION: Each bidder shall base their bid upon the materials and equipment as described in the bidding documents. The successful contractor will not be allowed to make any substitutions on their own initiative, but in each instance will be required to obtain authorization from the Owner before installing any work in variance with the requirements of the contract documents.

QUALIFICATIONS OF BIDDERS: In determining the lowest responsible bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; and (d) has appropriate technical experience.

Each bidder must complete the attached “Qualification Statement of Bidders & Qualifications Statement of Bidder’s Surety”.

Each bidder may be required to show that former work performed by them has been handled in such a manner that there are no just, or proper claims pending against such work. No bidder will be acceptable if they are engaged on any other work which impairs their ability to finance this contract or provide proper equipment for the proper execution of the same. Each bidder shall demonstrate their ability by meeting all requirements herein stipulated, if asked of them.

BID SECURITY. No bid will be considered unless accompanied by a cashier's check, a certified check or a bidder's bond in the amount of five percent (5%) of the bid, as a guarantee that if the

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

bid is accepted, the bidder will execute the agreement and file bonds and insurance as required by the contract documents within ten (10) days from the date of the award of the contract.

RETURN OF BID SECURITIES. The security of all bidders will be returned after the execution of the agreement with the successful bidder and the approval of his bonds and insurance. If all bids are rejected, the securities will be returned at the time of rejection.

AGREEMENT, BONDS, AND INSURANCE. The attention of bidders is specifically directed to the forms of agreement and bonds to be executed and the type of insurance to be taken out in the event a contract award is made.

BID SUBMITTAL. Each bid, properly signed, together with the bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid. All addenda issued shall be included with the documents at the time of bid submittal.

WITHDRAWAL OF BID. Any bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of bids, provided that a request in writing, executed by the bidder, or his duly authorized representative, for the withdrawal of such bid is filed with the Owner prior to the time specified for opening of bids. The withdrawal of such bid will not prejudice the right of a bidder to file a new bid.

PENALTY FOR COLLUSION. If at any time it shall be found that the person, firm or corporation to whom the contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be null and void, and the contractor and his sureties shall be liable to the Owner for all loss or damage which the Owner may suffer thereby, and the Owner may advertise for new bids for said work.

LICENSE. Each bidder shall possess State and local licenses as are required by law and shall furnish satisfactory proof to the Owner upon request that the licenses are in effect during the entire period of the contract.

LATE BIDS. Any bid received by the awarding public agency or an officer or employee thereof more than ninety-six (96) hours excluding Saturdays, Sundays and holidays before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered by the awarding public agency and shall be returned unopened to the bidder submitting same.

BID OPENING. Bids will be opened and recorded at the time and place indicated in the Notice to Bidders. Bidders or their agents are invited to be present.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

AWARD OF CONTRACT. The award of any contract or contracts will be made to the lowest responsible bidder or bidders. The Owner reserves the right to reject any or all bids, or to waive irregularities or informalities at its discretion.

It is anticipated that approval will be received within thirty (30) days of opening of bids. In the event that the approvals are not received, or the Owner cannot award or reject said proposals within sixty (60) days from the date of opening of bids, bidders shall have the right to withdraw their bids on written notice to the Owner.

EFFECTIVE DATE OF AWARD. If a contract is awarded by the Owner, such award shall be effective when formal notice of such award, signed by the authorized representative of the Owner, has been delivered to the intended awardee, or mailed to him at the main business address shown on his bid, by some office or agent of the Owner duly authorized to give such notice.

EXECUTION OF AGREEMENT. Copies of the agreement in the number stated in the form of agreement, shall be executed by the successful bidder, and returned, together with the required bonds and insurance, within ten (10) days from and after the date of the award of the contract. Effective date of bonds shall be the same or later than the date of the agreement.

FAILURE TO EXECUTE AGREEMENT AND FILE BONDS AND INSURANCE. Failure of a successful bidder to execute the agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the award. On failure of a successful bidder to execute the agreement and file the required bonds and insurance within the required time, he shall forfeit his bid security as agreed herein before. Upon annulment of an award as aforesaid, the Owner may then award the contract to the next lowest responsible bidder.

PAYMENT FOR EXCESS COSTS AND LIQUIDATED DAMAGES. The successful bidder will be required to pay for the excess cost of field engineering and inspection and liquidated damages as defined in the Special Provisions, if extensions of time are not granted by Owner because of avoidable delays as therein defined.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

SUGGESTED FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between The City of Shawnee ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project No. C-21-03D1
Fence Removal and Replacement Project - Heart of Oklahoma Expo Center

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The work described above is part of the HOOEC's Capital Improvement Plan.

ARTICLE 3 – OWNER'S REPRESENTATIVE

3.01 The Project has been designed by the HOOEC's General Manager, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed as described in the Special Provisions and as provided in Paragraph 14.04 of the General Conditions and completed and ready for final

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

payment as described in the Special Provisions and in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

Reference the Special Provisions

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 10 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner's Representative, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

b. 5 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner's Representative shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Section 4.02 of the General Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. Instructions to Bidders
2. This Agreement
3. Maintenance Bond
4. Performance Bond
5. Special Provisions
6. Standard General Conditions of the Construction Contract
7. Qualification Statement of Bidders
8. Qualification Statement of Bidder's Surety
9. Bid Proposal
10. Bid Form
11. Bid Affidavits
12. Certificate of Nondiscrimination

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

13. Status Verification Systems Affidavit

14. Specifications

15. Plan Drawings

16. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed

    b. Work Change Directives.

    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

A. None.

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

City of Shawnee

By: _____

Title: _____

Attest
. _____

Title: _____

Address for giving notices:

16 West 9th

Shawnee, OK 74801

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____

(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Agent for service of process:

_____

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, as principal, and _____, as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ Dollars ($ _____), such sum being equal to the contract price for a period of one (1) year, such sum being not less than 100% of the contract price, for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, and assigns, themselves, and its successors and assigns, joint and severally, firmly by these presents.

Dated this _____ day of _____, 20 ____. The conditions of this obligation are such that whereas, said Principal has by a certain contract between _____, and the CITY OF SHAWNEE, dated this _____ day of _____, 20- ____. Agreed to construct in the CITY OF SHAWNEE:

_____

_____

all in compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE; and to maintain the said improvement in the amounts set forth above against any failure due to workmanship or material for a period of 1 year from the date of acceptance of the project by the City of Shawnee.

NOW THEREFORE, if said Principal shall pay or cause to be paid to the City, all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work occurring within a period 1 year for all projects for the construction of roads, streets, highways, and utilities from and after acceptance of said project by the City of Shawnee, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Principal or Surety herein shall fail to maintain said improvements against failure due to defective workmanship and/or material for a period of 1 year and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the CITY OF SHAWNEE, or some person or persons designated by them to ascertain the same, and if, upon thirty (30) days notice, the said amount ascertained shall not be paid by the Principal or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

conclusive upon the parties as to the amount due on this bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this bond as the condition of the improvements may require.

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

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

ATTEST:

_____ BY _____
Secretary/Witness Principal

_____
Surety

ATTEST:

_____ BY _____
Secretary/Witness

APPROVED as to form this _____ day of _____, 20 _____

_____
Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this _____ day of _____, 20 _____.

_____
Title:

ATTEST:

_____
Title:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____, s Principal, and _____ as Surety, are held and firmly bound unto the CITY OF SHAWNEE, of the State of Oklahoma, in the full and just sum of _____ DOLLARS ($ _____), such sum being equal to 100% of the contract price for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns, jointly and severally, firmly by these presents.

Dated this _____ day of _____, 20 _____. The conditions of this obligation are such, that whereas, said Principal is the lowest and best bidder for the making of the following improvement:
_____ and has entered into a certain written contract with the CITY OF SHAWNEE on the ___ day of _____, 20 ___., for the erection and construction of said work and improvement all the compliance with the plans and specifications therefore, make a part of said contract and on file in the Office of the City Clerk of the CITY OF SHAWNEE, and said contract is hereby made a part of parcel of this bond as it literally written herein.

NOW, THEREFORE, if the said _____, Principal, shall fully and faithfully execute the work and perform said contract according to it terms, conditions, and covenants, and in exact accordance with the bid of said Principal, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of the CITY OF SHAWNEE, and shall promptly pay or cause to be paid, all labor, material and/or repairs and all bids for labor performed on said work, whether by subcontract or otherwise, and shall protest and save harmless the said City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any improper execution of the work or act of omission or use of inferior materials by said Contractor or his or its agents, servants, or employees, and shall protect and save the City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

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

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

In witness whereof, THE SAID principal has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its duly authorized officer, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

ATTEST:

_____ BY _____
Secretary/Witness Principal

_____
Surety

ATTEST:

_____ BY _____
Secretary/Witness

APPROVED as to form this _____ day of _____, 20 _____.

_____
Title:

REVIEWED and APPROVED by the CITY OF SHAWNEE this ____ day of _____, 20 ____.

_____
Title:

ATTEST:

_____
Title:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

SPECIAL PROVISIONS

These Special Provisions are included in and are part of the Bidding Documents and Agreement/Contract Documents for this project.

0100 Definitions

The following words and phrases, when used in the Special Provisions, shall have the meanings respectively ascribed to them throughout this Agreement:

Liquidated Damages –or– *Liquidated Damages Rate:* A dollar value that will be charged to CONTRACTOR for each calendar day that the CONTRACTOR requires to achieve a specific milestone in excess of the Contract Times.

0200 - Liquidated Damages

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work and Milestones are not completed within the times specified. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall be assessed the rate(s) stipulated in Table 1 for each day that expires in excess of the Contract Times until each milestone, Substantial Completion, and Final Completion is achieved.

Liquidated Damages may be charged against each Pay Application.

0300 - Rates

Liquidated damages will be assessed at the following rates (reference Table 1).

TABLE 1
Liquidated Damage Rates

Milestone	**Rate**
Final Completion	$1,000.00/calendar day

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

0400 - Project Milestones

The following project milestones shall apply for computation of Liquidated Damages:

TABLE 2 **Project Milestones – Base Bid Only**	
Milestone Description	**Calendar Days**
Substantial Completion	30 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion
Project Milestones – Base Bid + Add Alternate	
Milestone Description	**Calendar Days**
Substantial Completion	60 calendar days from NTP
Final Completion	14 calendar days from Substantial Completion

0500 – Insurance Requirements

Commercial General Liability in the minimum amount of $1,000,000/$2,000,000.
Automobile Liability in the minimum amount of $1,000,000.
Workers Compensation as required by the laws of the State of Oklahoma.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY 25
1.01 Defined Terms 25
1.02 Terminology 29
ARTICLE 2 – PRELIMINARY MATTERS 31
2.01 Delivery of Bonds and Evidence of Insurance 31
2.02 Copies of Documents 31
2.03 Commencement of Contract Times; Notice to Proceed 31
2.04 Starting the Work 31
2.05 Before Starting Construction 32
2.06 Preconstruction Conference; Designation of Authorized Representatives 32
2.07 Initial Acceptance of Schedules 32
ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 33
3.01 Intent 33
3.02 Reference Standards 33
3.03 Reporting and Resolving Discrepancies 34
3.04 Amending and Supplementing Contract Documents 35
3.05 Reuse of Documents 35
3.06 Electronic Data 35
ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 36
4.01 Availability of Lands 36
4.02 Subsurface and Physical Conditions 36
4.03 Differing Subsurface or Physical Conditions 37
4.04 Underground Facilities 38
4.05 Reference Points 40
4.06 Hazardous Environmental Condition at Site 40
ARTICLE 5 – BONDS AND INSURANCE 42
5.01 Performance, Payment, and Other Bonds 42
5.02 Licensed Sureties and Insurers 43
5.03 Certificates of Insurance 43
5.04 Contractor's Insurance 43
5.05 Owner's Liability Insurance 45
5.06 Property Insurance 45
5.07 Waiver of Rights 47
5.08 Receipt and Application of Insurance Proceeds 48
5.09 Acceptance of Bonds and Insurance; Option to Replace 48
5.10 Partial Utilization, Acknowledgment of Property Insurer 49
ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES 49
6.01 Supervision and Superintendence 49
6.02 Labor; Working Hours 49
6.03 Services, Materials, and Equipment 49
6.04 Progress Schedule 50
6.05 Substitutes and "Or-Equals" 50
6.06 Concerning Subcontractors, Suppliers, and Others 53
6.07 Patent Fees and Royalties 54
6.08 Permits 55
6.09 Laws and Regulations 55
6.10 Taxes 56
6.11 Use of Site and Other Areas 56

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

6.12 Record Documents 57
6.13 Safety and Protection 57
6.14 Safety Representative 58
6.15 Hazard Communication Programs 58
6.16 Emergencies 59
6.17 Shop Drawings and Samples 59
6.18 Continuing the Work 61
6.19 Contractor's General Warranty and Guarantee 61
6.20 Indemnification 62
6.21 Delegation of Professional Design Services 63
ARTICLE 7 – OTHER WORK AT THE SITE 64
7.01 Related Work at Site 64
7.02 Coordination 64
7.03 Legal Relationships 65
ARTICLE 8 – OWNER'S RESPONSIBILITIES 65
8.01 Communications to Contractor 65
8.02 Replacement of Engineer 65
8.03 Furnish Data 65
8.04 Pay When Due 65
8.05 Lands and Easements; Reports and Tests 65
8.06 Insurance 66
8.07 Change Orders 66
8.08 Inspections, Tests, and Approvals 66
8.09 Limitations on Owner's Responsibilities 66
8.10 Undisclosed Hazardous Environmental Condition 66
8.11 Evidence of Financial Arrangements 66
8.12 Compliance with Safety Program 66
ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION 67
9.01 Owner's Representative 67
9.02 Visits to Site 67
9.03 Project Representative 67
9.05 Rejecting Defective Work 68
9.06 Shop Drawings, Change Orders and Payments 68
9.07 Determinations for Unit Price Work 68
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 69
9.09 Limitations on Engineer's Authority and Responsibilities 69
9.10 Compliance with Safety Program 70
ARTICLE 10 – CHANGES IN THE WORK; CLAIMS 70
10.01 Authorized Changes in the Work 70
10.02 Unauthorized Changes in the Work 70
10.03 Execution of Change Orders 70
10.04 Notification to Surety 71
10.05 Claims 71
ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 72
11.01 Cost of the Work 72
11.02 Allowances 75
11.03 Unit Price Work 76
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 77
12.01 Change of Contract Price 77
12.02 Change of Contract Times 78
12.03 Delays 78
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 79
13.01 Notice of Defects 79
13.02 Access to Work 79
13.03 Tests and Inspections 79
13.04 Uncovering Work 80
13.05 Owner May Stop the Work 81

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

13.06 Correction or Removal of Defective Work 81
13.07 Correction Period 81
13.08 Acceptance of Defective Work 82
13.09 Owner May Correct Defective Work 83
ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION 84
14.01 Schedule of Values 84
14.02 Progress Payments 84
14.03 Contractor's Warranty of Title 87
14.04 Substantial Completion 87
14.05 Partial Utilization 88
14.06 Final Inspection 89
14.07 Final Payment 89
14.08 Final Completion Delayed 90
14.09 Waiver of Claims 91
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION 91
15.01 Owner May Suspend Work 91
15.02 Owner May Terminate for Cause 91
15.03 Owner May Terminate For Convenience 92
15.04 Contractor May Stop Work or Terminate 93
ARTICLE 16 – DISPUTE RESOLUTION 94
16.01 Methods and Procedures 94
ARTICLE 17 – MISCELLANEOUS 94
17.01 Giving Notice 94
17.02 Computation of Times 95
17.03 Cumulative Remedies 95
17.04 Survival of Obligations 95
17.05 Controlling Law 95

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Final Completion* – Achieved after all punchlist items provided by the City of Shawnee have been completed.

22. *General Requirements*—See Specifications.

23. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

24. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the condition's precedent listed therein, Owner will sign and deliver the Agreement.

29. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

30. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

31. *PCBs*—Polychlorinated biphenyls.

32. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

33. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

34. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

35. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

36. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

47. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

49. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*—Work to be paid for on the basis of unit prices.

51. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
52. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

2.05 Before Starting Construction

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the Specifications), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 Electronic Data

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured and lost payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

5.04 Contractor’s Insurance

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier,

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the Specifications applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 Permits

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Shop Drawings and Samples

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

a. Submit number of copies specified in the Specifications or as directed by the Owner.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

i. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 Lands and Easements; Reports and Tests

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 Change Orders

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 Compliance with Safety Program

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Owner's Representative

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 Project Representative

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 Rejecting Defective Work

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders and Payments

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

ii. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

iii. In connection with Engineer's authority as to Change Orders, See /articles 10, 11 and 12.

iv. In connection with Engineer's authority as to Applications for Payment see Article 14.

9.07 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 Claims

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part.

2. Approve the claim in whole; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05 D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly,

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor,

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 Progress Payments

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer' issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty (30) days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

17.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

QUALIFICATION STATEMENT OF BIDDERS

SUBMITTED TO:
Katy Fleming

Reviewed by:_____
Date

Date Received:_____

CONTRACTOR:_____
CIRCLE ONE: Sole Proprietor Partnership Corporation Joint Venture

NAME:_____ PARTNER: _____
ADDRESS:_____ ADDRESS:_____
CITY:_____ CITY:_____
PHONE:_____ PHONE:_____
PRINCIPAL PLACE OF BUSINESS: PRINCIPAL PLACE OF BUSINESS:

_____ _____
COUNTY STATE COUNTY STATE

IF THE CONTRACTOR IS A CORPORATION, FILL OUT THE FOLLOWING:

STATE OF INCORPORATION:_____
LOCATION OF PRINCIPAL OFFICE:_____
CONTACT PERSONS AT OFFICE:_____
PERSON EXECUTING CONTRACTS ON BEHALF OF CORPORATION: _____

NAME:_____ ADDRESS:_____
TITLE: _____ _____
CITY STATE ZIP
PHONE:_____
NAMES OF OFFICERS: (IF APPLICABLE)_____
LIST NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: _____
LIST ALL EQUIPMENT TO BE USED ON THIS PROJECT: (PLEASE USE ATTACHMENT)

NUMBER OF YEARS IN BUSINESS AS A GENERAL CONTRACTOR ON PROJECTS SIMILAR TO THIS PROJECT:
TYPE(S) OF WORK DONE: (CIRCLE)

Wood Metal Vinyl Composite Plastic

Brick Concrete Chain Link

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Other:
COMMENTS:

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $l00,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

GREATEST NUMBER OF THIS TYPE CONSTRUCTION CONTRACTS IN EXCESS OF $200,000.00 UNDER CONSTRUCTION AT ONE TIME IN COMPANY'S HISTORY: _____

APPROXIMATE AVERAGE OF DOLLAR VOLUME OF INCOMPLETE WORK OUTSTANDING UNDER CONTRACT AT ANY ONE TIME:_____

A LIST OF RECENTLY COMPLETED PROJECTS OF THE TYPE OF WORK QUALIFYING FOR OR SIMILAR WORK, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT:

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

(USE ATTACHMENTS IF NECESSARY)

LIST INCOMPLETE PROJECTS, PLUS THE FOLLOWING INFORMATION FOR EACH PROJECT LISTED:

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

PROJECT:_____
OWNER/ENGINEER:_____
YEAR BUILT:_____ CONTRACT PRICE:_____
CONTACT PERSON:_____ PHONE:_____

(USE ATTACHMENTS IF NECESSARY)

IF COMPANY IS UNDER NEW MANAGEMENT, PLEASE LIST NAMES OF STAFF AND QUALIFICATION AND/OR EXPERIENCE OF SAID PERSONS. (PLEASE USE ATTACHMENT.)

HAVE YOU OR ANY PRESENT PARTNER(S) OR OFFICER(S) FAILED TO COMPLETE A CONTRACT?
___. IF SO, NAME OF OWNER AND/OR SURETY:_____
CONTACT PERSON:_____ PHONE:_____
ARE THERE ANY UNSATISFIED DEMANDS UPON YOU AS TO YOUR ACCOUNTS PAYABLE?
IF SO, GIVE NAMES, AMOUNTS, AND EXPLANATIONS: _____
_____

BANK REFERENCE:Bank:_____
Address:_____
City:_____ State:_____ Zip: _____
Contact Person:_____ Phone:_____

MUNICIPALITY REFERENCE: City:_____
Contact Person:_____ Position:_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Address:_____ Phone:_____

OTHER CREDIT REFERENCES:

Name:_____ Name:_____
Address:_____ Address:_____
_____ _____
Phone:_____ Phone:_____

_____In compliance with Notice to Bidders for above mentioned types of projects, the undersigned is submitting the information as required with the understanding that the purpose is only to assist in determining the qualifications for this organization to perform the type and magnitude of work designated, and further, guarantee the truth and accuracy of all statements made, and will accept your determination of qualifications without prejudice. The surety herein named, any other bonding company, bank, sub-contractor, supplier, or any other person(s), firm(s) or corporation with whom I (we) have done business, or who have extended any credit to me (us) are hereby authorized to furnish you with any information you may request concerning performance on previous work and my (our) credit standing with any of them; and I (we) hereby release any and all such parties from any legal responsibility whatsoever on account of having furnished such information to you.

Signed:_____ Title:_____
Company:_____ Date:_____

COPY TO LOCAL UNDERWRITING OFFICE OF PROPOSED SURETY

Name:_____ Phone:_____
Address:_____ City:_____State:_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

QUALIFICATION STATEMENT OF BIDDER'S SURETY

SUBMITTED TO: _____
BIDDER: _____
ADDRESS: _____
_____

1. Has this surety furnished contract bonds on contracts now complete? _____
2. Has this surety furnished contract bonds on contracts now incomplete? _____
3. What is the maximum bonding capacity of this Contractor? _____
4. Is the current financial information on this Contractor satisfactory? _____
5. Does information obtained indicate accounts are paid when due? _____. If not, give details: _____
   _____
6. Is it your opinion that the bidder has sufficient experience and financial resources to satisfactory perform the contract? _____
7. Provided this bidder does not assume the commitments or that you do not acquire further information that in your opinion will materially affect the bidder's capacity to perform this contract, will you furnish the bonds as specified? _____

REMARKS:

SURETY: _____
SIGNED: _____
BY: _____

TITLE: _____
ADDRESS: _____
CITY STATE ZIP

(IN DUPLICATE)

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

BID PROPOSAL

PLACE: City of Shawnee, Pottawatomie County, Oklahoma
DATE: _____
PROJECT NO.: Fence Removal and Replacement Project - Heart of Oklahoma Expo Center

Proposal of _____
(hereinafter called "BIDDER") a corporation/a partnership/and individual (strike out inapplicable terms) doing business in the State of _____.

To: The City Manager, City of Shawnee, Pottawatomie County, Oklahoma

The undersigned, as the Bidder, declares that before preparing his bid, he read carefully the notice to bidder, instructions to bidders, the general conditions, special provisions, and the specifications, examined the form of the Contract and the several bonds and the information blanks to be submitted, and that he is familiar with all the provisions of the same and with all the requirements of the complete Contract to be entered into, and the necessary bonds to be executed; that he has carefully examined the specifications for the proposed work on file with the City Clerk that he/she has visited the site of the work, has examined carefully all local conditions, has informed himself by his independent research and soundings of all the difficulties to be encountered, has judged for himself of the accessibility of the work, and the quantities and character of the materials to be encountered or excavated and all attending circumstances affecting the cost of doing the work and the time required for its completion and that this bid is made with full knowledge of the difficulties that may be encountered and the kinds, quantity, and quality of the plant work, and materials required or to be encountered, and with full knowledge of all specifications and estimated and all provisions of the Contract and bonds, gained by the independent research of the Bidder.

Said Bidder proposes and agrees that if his proposal is accepted, he will enter into a Contract with the City of Shawnee, within ten (l0) days after the acceptance of his bid, for the furnishing of all necessary machinery, equipment, tools, labor, and materials of construction and to perform all work necessary to erect, construct and install the structure and appurtenances complete in place in the manner and under conditions required by the Contract and by the specifications therefore, on file in the Office of the City Clerk of the City of Shawnee, for the following amounts of:

Total Base Bid: _____ Dollars ($_____)
(In words)

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

The Contractor hereby agrees to commence work within five (5) days following issuance of a written NOTICE-TO-PROCEED from the Engineer and to complete Project No. C-21-03D1 Fence Removal and Replacement Project - Heart of Oklahoma Expo Center within 10 calendar days.

If partnership, give name and address of each member.

Signed:_____
(Contractor)

_____ By:_____
(Agent)

_____ Address:_____

_____
Incorporated under the laws of

_____
(State)

STATE OF_____)

CITY OF_____)

_____ lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying bid on behalf of the Bidder therein named for the construction of the above improvement in the CITY OF SHAWNEE, Oklahoma, and that he had lawful authority to do so and said Bidder has not directly nor indirectly entered into any agreement, expressed or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such bid or bids, the paying to anyone any money for promotion out to any Bidder or Bidders or other persons of any part of the Contract or any part of the subject matter the bid or bids of the profits thereof, and that he has not and will not divulge the sealed bid on such public improvements to any persons whatsoever, except those having partnership or other financial interest with him in said bid or bids, until after the said sealed bid or bids are opened.

SIGNED:_____

Subscribed and sworn to before me, a Notary Public, in and for the State of _____, County of _____this_____day of _____, 2021.

_____
Notary Public

My Commission Expires:_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

BID FORM

Project No. C-21-03D1
Fence Removal and Replacement Project - Heart of Oklahoma Expo Center

Base Bid

DESCRIPTION	UNIT	UNIT PRICE (NUMERALS)	QUANTITY	TOTAL PRICE
REMOVAL FENCE IN CONFLICT WITH PROPOSED FENCE	LSUM		1	
INSTALLATION OF BLACK CHAIN LINK FENCE IN DESIGNATED AREAS	LF		5,575	
INSTALLATION OF APPROVED, COMMERCIAL, HEAVY DUTY ENTRYWAY FENCING	LF		1,100	
24' OPENING – DOUBLE 12' SWING CLF GATE	EA		3	
18' OPENING - SLIDING CLF GATE	EA		2	
16' SLIDING GATE	EA		2	
5' OPENING ORNAMENTAL GATE	EA		3	
30' OPENING – DOUBLE 15' SWING CLF GATE	EA		1	
INSTALLATION OF LARGE ANIMAL GRADE FENCING	EA		1,280	
MOBILIZATION	LSUM		1	

Total Base Bid $_____

Total Base Bid in words $_____

Name and Address of Responsible Bidder: _____

_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

Contact Person:_____ Telephone No: _____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Non-Collusion Affidavit

STATE OF_____)

CITY OF_____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the Bidder has not been a party to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective Contract, of any other terms of said prospective Contract; or in 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.

SIGNED:_____

Subscribed and sworn to before me this_____day of _____, 2021.

_____
Notary Public (or Clerk of Judge)

My Commission Expires:

_____
(SEAL)

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

B. Business Relationships Affidavit

STATE OF_____)

CITY OF_____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (l) 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 or 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 hereinabove mentioned exist, Affiant should so state.)

Subscribed and sworn to before me this_____day of _____, 2021.

_____
Notary Public (or Clerk of Judge)

My Commission Expires:

_____
(SEAL)

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

A. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or ancestry. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, or ancestry. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor and Sub-Contractor shall agree to make this information to all employees and applicants for employment notices and to post in a conspicuous place where required by law.

B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City. The Contractor may be declared by the City ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.

C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

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

(seal) _____ (Contractor)

_____ _____
Secretary (Signature)

_____
(Title)

STATE OF _____)
CITY OF____ _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the City and State aforesaid, personally appeared _____, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

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

_____
Notary Public

My Commission Expires: _____
My Commission No.: _____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF _____)
) SS:
CITY OF_____)

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

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

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

FURTHER AFFIANT SAITH NOT.

_____
AFFIANT

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

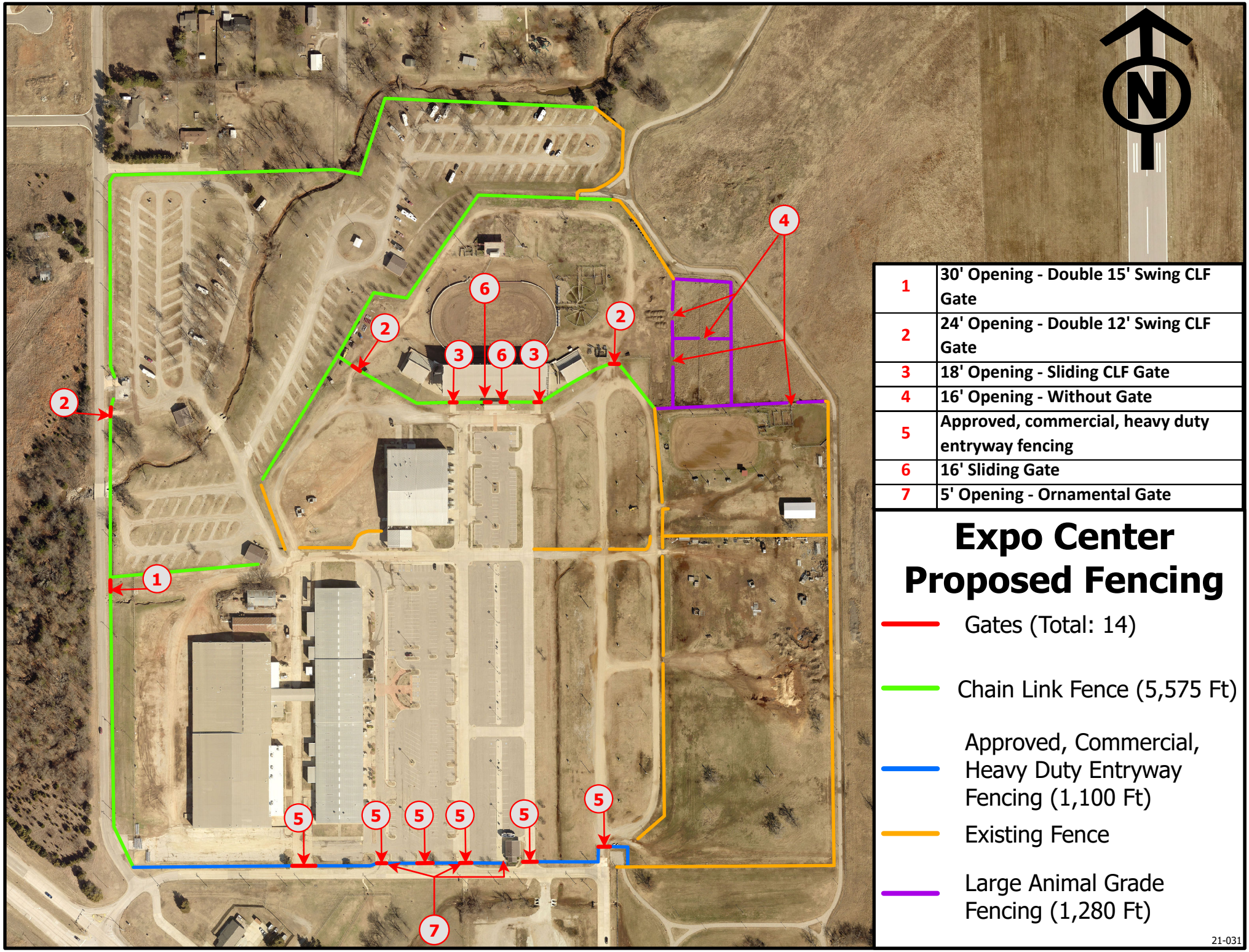
_____
Notary Public

My Commission Expires: _____

My Commission Number:_____

DocuSign Envelope ID: 20D43686-6976-4A0F-989C-243C1E64D240

THIS PAGE IS INTENTIONALLY LEFT BLANK



1	30' Opening - Double 15' Swing CLF Gate
2	24' Opening - Double 12' Swing CLF Gate
3	18' Opening - Sliding CLF Gate
4	16' Opening - Without Gate
5	Approved, commercial, heavy duty entryway fencing
6	16' Sliding Gate
7	5' Opening - Ornamental Gate

Expo Center Proposed Fencing

Gates (Total: 14)

Chain Link Fence (5,575 Ft)

Approved, Commercial, Heavy Duty Entryway Fencing (1,100 Ft)

Existing Fence

Large Animal Grade Fencing (1,280 Ft)

21-031

Fence Removal and Replacement Project Heart of Oklahoma Exposition Center Project No. C-21
Plan Holders List

Email address	First name	Last name	Company
landr99@gmail.com	Randy	Rosenbaum	L&R Logistics LMC
rjfencemike@gmail.com	Michael	Janes	RJ Fence & Decks

-03D1

Regular Board of Commissioners **28.**

Meeting Date: 09/20/2021

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: September 20, 2021

To: Honorable Mayor and City Commissioners

From: Jacob Bussell, Asst. Finance Director

Subject: August 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 entites 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 September consist of August estimates and July final reported collections. Any taxes collected for months prior to July will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

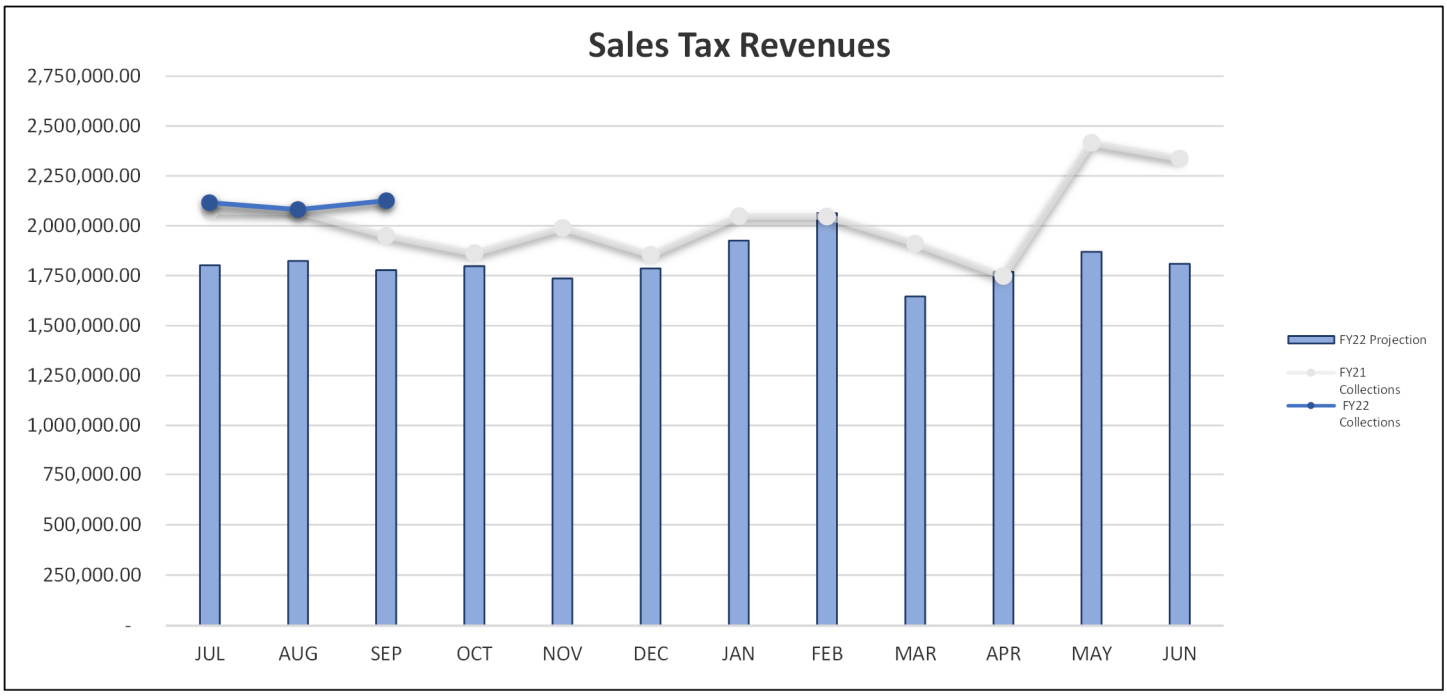
The September sales tax deposit was $2,126,110.69, including interest of $904.29, to be allocated as follows:

Fund	Allocation
General Fund	$ 1,214,920.40
2018 Capital Improvements Fund	303,730.09
Capital Improvements Fund	235,390.83
Street Improvements Fund	265,763.83
Economic Development Fund	30,373.02
Police Sales Tax Fund	37,966.26
Fire Sales Tax Fund	37,966.26
Total Sales Taxes Collected	$ 2,126,110.69

Finance Department Report:

Sales and use tax collections totaled $2,376,498.08 for September 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 $918,275 or 16.99%, over the projected budget year-to-date. Use tax collections are up approximately $170,600, or 28.86%, over the projected budget year-to-date.

Fiscal Year 2021 Sales Tax Collections and Performance:

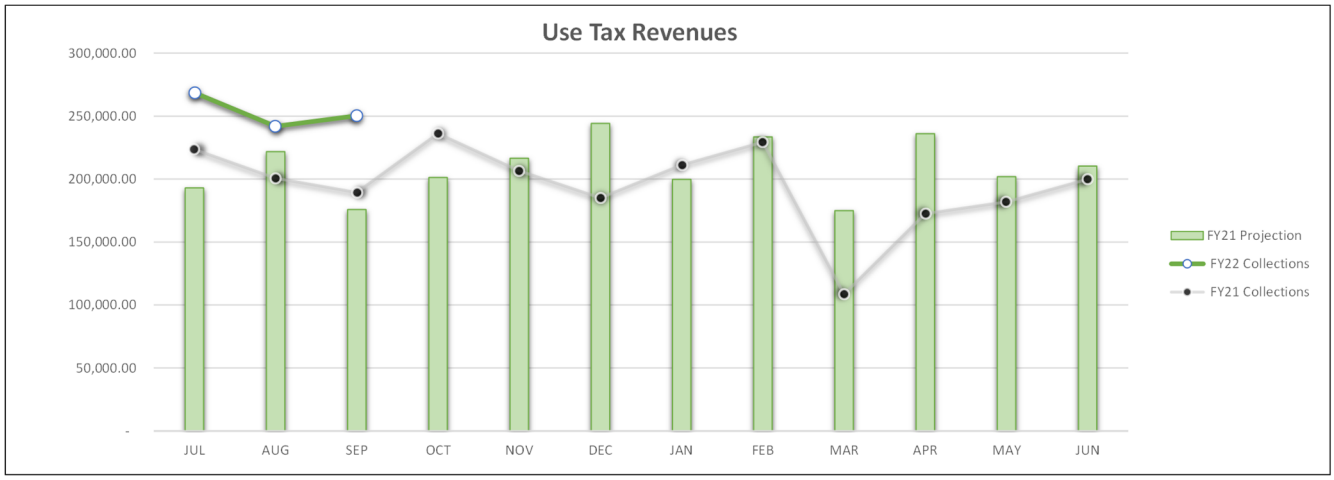


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (September 2021):	$ 1,778,058	$ 2,126,111	$ 348,053	19.57%
Sales Tax Receipts (year-to-date):	$ 5,405,422	$ 6,323,697	$ 918,275	16.99%

	August 2020	August 2021	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 1,949,948	$ 2,126,111	$ 176,163	9.03%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 6,092,198	$ 6,323,697	$ 231,498	3.80%

Fiscal Year 2021 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (August 2021):	$ 175,781	$ 250,387	$ 74,606	42.44%
Use Tax Receipts (year-to-date):	$ 590,530	$ 760,937	$ 170,406	28.86%

	August 2020	August 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 182,838	$ 250,387	$ 67,549	36.94%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 607,159	$ 760,937	$ 153,777	25.33%

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

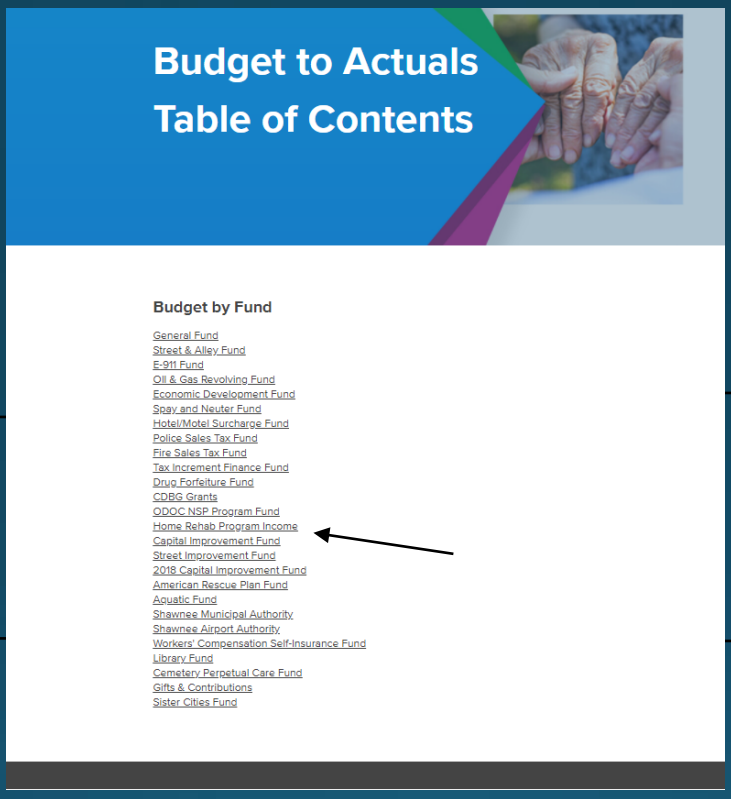
This year, the City of Shawnee implemented OpenGov which allows for an interactive experience with the city's budget. The Budget to Actuals report is laid out in four sections: Revenue vs Expenditure Summary YTD, Revenue by Source, Breakdown by Account Group, and Breakdown by Department.
Please Note: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



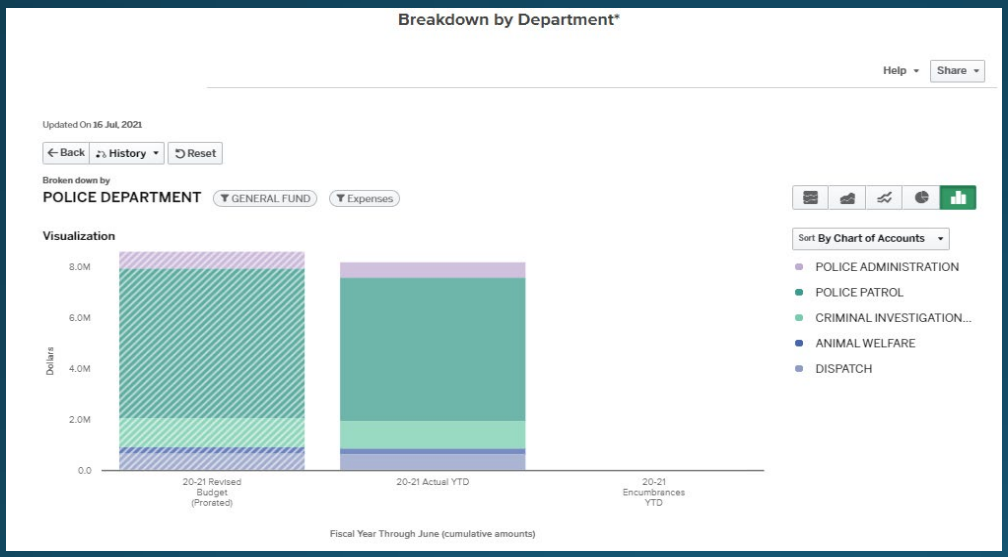
OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

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

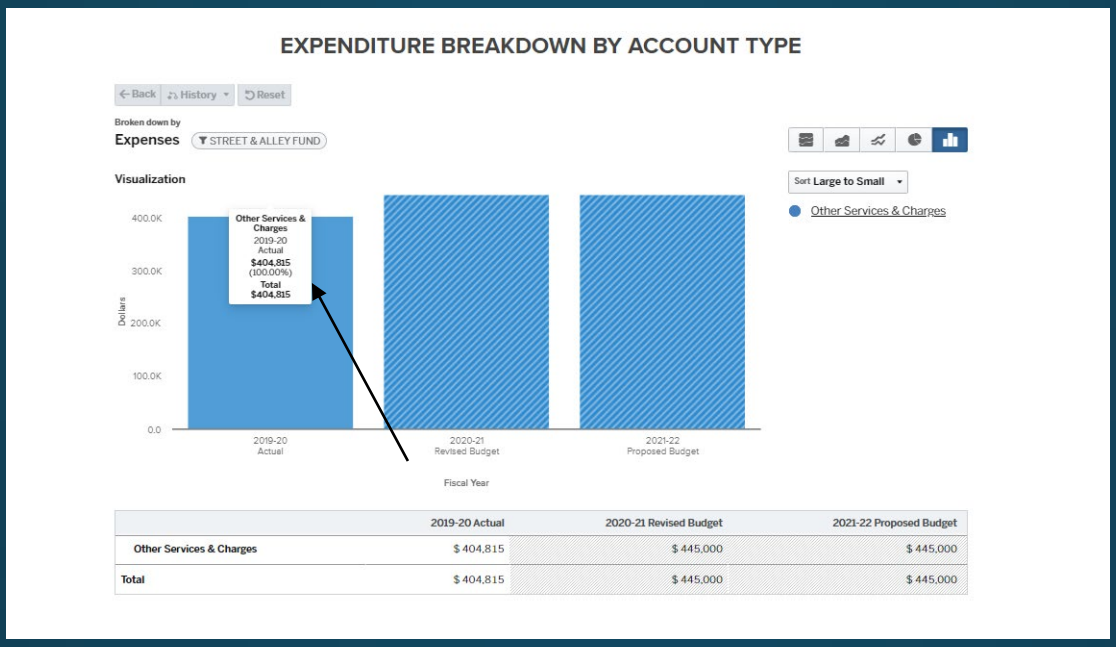
Department Level



Division Level

Hovering to View Numbers

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



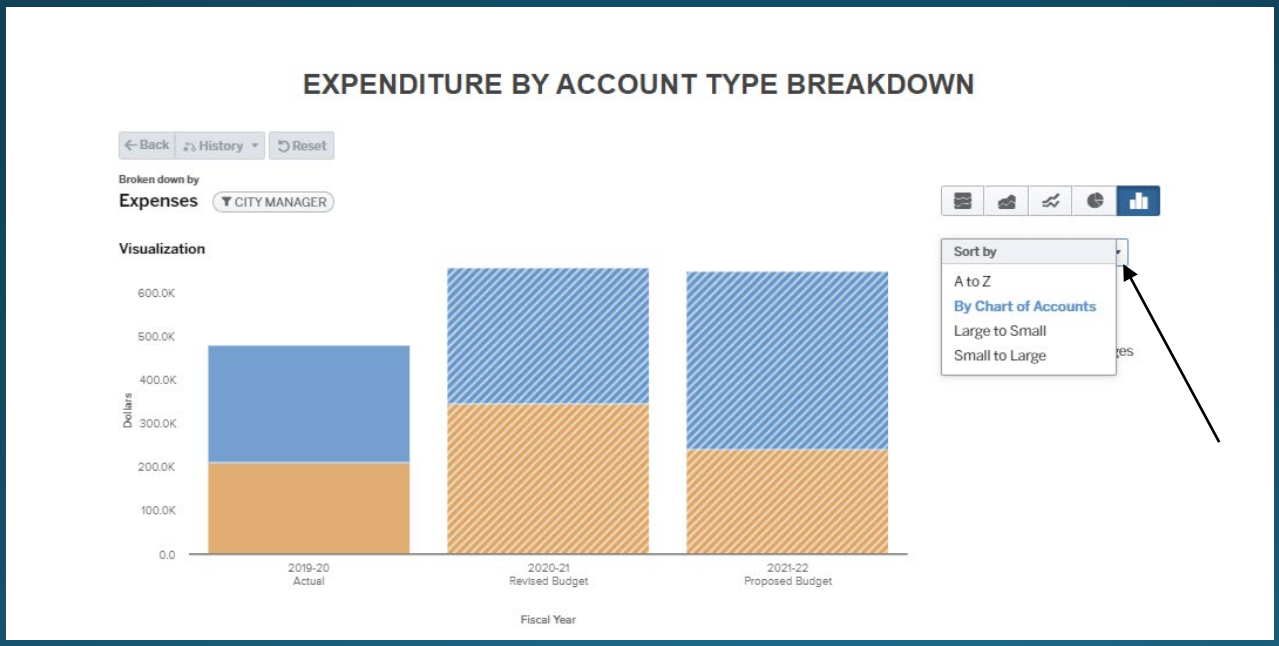
	2019-20 Actual	2020-21 Revised Budget	2021-22 Proposed Budget
Other Services & Charges	$ 404,815	$ 445,000	$ 445,000
Total	$ 404,815	$ 445,000	$ 445,000

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.

Regular Board of Commissioners **30. a.**

Meeting Date: 09/20/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To fund Love Your Block Grant

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	41440	G2201		OTHER GRANT REVENUE	-	50,000.00	50,000.00
				Total	-	50,000.00	50,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0110-51070	G2201		CONTRACTED SALARIES	-	30,000.00	30,000.00
001	5-0110-52500	G2201		OTHER MATERIALS & SUPPLIES	4,000.00	20,000.00	24,000.00
					-	-	-
					4,000.00	50,000.00	54,000.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund LOVE YOUR BLOCK GRANT

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners **30. b.**

Meeting Date: 09/20/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 191 CDBG-CV-ODOC – To fund new CDBG CV ODOC Program

Attachments

Fund 191

City of Shawnee
2021-2022 Budget Amendment
CDBG-CV - ODOC

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
191	41020			STATE GRANT REVENUE	-	750,350.00	750,350.00
				Total	-	750,350.00	750,350.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
191	5-1410-51010			REGULAR SALARIES	-	21,244.00	21,244.00
191	5-1410-51060			EDUCATIONAL INCENTIVES	-	665.33	665.33
191	5-1410-51110			SOCIAL SECURITY	-	1,328.67	1,328.67
191	5-1410-51120			MEDICARE	-	310.67	310.67
191	5-1410-51130			HEALTH INSURANCE		3,008.00	3,008.00
191	5-1410-51140			LIFE INSURANCE		98.67	98.67
191	5-1410-51150			OMRF RETIREMENT		642.67	642.67
191	5-1410-52010			OFFICE & COMPUTER SUPPLIES		1,000.00	1,000.00
191	5-1410-52200			TOOLS & MINOR EQUIPMENT		500.00	500.00
191	5-1410-52500			OTHER MATERIALS & SUPPLIES		1,000.00	1,000.00
191	5-1410-53540			PRINTING		500.00	500.00
191	5-1410-53290			POSTAGE & SHIPPING	-	500.00	500.00
191	5-1420-53713			MENTAL HEALTH - PROGRAM		195,465.34	195,465.34
191	5-1420-53714			MORTGAGE/RENTAL ASSISTANCE		318,856.81	318,856.81
191	5-1420-53715			NUTRITION ASSISTANCE		128,250.00	128,250.00
191	5-1420-53716			UTILITY ASSISTANCE		75,000.00	75,000.00
191	5-1410-53780			MISC. OTHER SERV. & CHGS.	-	1,979.85	1,979.85
					-	750,350.00	750,350.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund new CDBG CV ODOC grant program

Approved:

Mayor _____
Attest:

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

City Clerk _____

Regular Board of Commissioners **30. c.**

Meeting Date: 09/20/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 192 ESG-ODOC – To fund new ESG-ODOC Grant Program

Attachments

Fund 192

City of Shawnee
2021-2022 Budget Amendment
ESG - ODOC

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
192	41010			FEDERAL GRANT REVENUE	-	254,782.00	254,782.00
				Total	-	254,782.00	254,782.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
192	5-1410-51010			REGULAR SALARIES	-	4,820.90	4,820.90
192	5-1410-51110			SOCIAL SECURITY	-	200.90	200.90
192	5-1410-51120			MEDICARE	-	47.00	47.00
192	5-1410-51130			HEALTH INSURANCE	-	451.20	451.20
192	5-1410-51140			LIFE INSURANCE	-	14.80	14.80
192	5-1410-51150			OMRF RETIREMENT	-	97.20	97.20
192	5-1410-52010			OFFICE & COMPUTER SUPPLIES	-	1,000.00	1,000.00
192	5-1410-52200			TOOLS & MINOR EQUIPMENT	-	500.00	500.00
192	5-1410-52500			OTHER MATERIALS & SUPPLIES	-	1,000.00	1,000.00
192	5-1410-53290			POSTAGE & SHIPPING	-	500.00	500.00
192	5-1410-53540			PRINTING	-	500.00	500.00
192	5-1410-53390			OTHER CONTRACTUAL SERVICES	-	1,000.00	1,000.00
192	5-1410-53780			MISC. OTHER SERV. & CHGS.	-	2,000.00	2,000.00
					-		-
					-		-
					-		-
					-		-
					-	12,132.00	12,132.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund new ESG - ODOC grant program

Approved:

Mayor _____
Attest:

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

City Clerk _____

City of Shawnee
2021-2022 Budget Amendment
ESG - ODOC

Estimated Revenue, Fund Balance, or Transfers IN

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

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
192	5-1420-51010			REGULAR SALARIES	-	50,029.51	50,029.51
192	5-1420-51110			SOCIAL SECURITY	-	3,069.25	3,069.25
192	5-1420-51120			MEDICARE	-	717.81	717.81
192	5-1420-51130			HEALTH INSURANCE		14,688.54	14,688.54
192	5-1420-51140			LIFE INSURANCE		200.23	200.23
192	5-1420-51150			OMRF RETIREMENT		1,294.66	1,294.66
192	5-1420-52500			OTHER MATERIALS & SUPPLIES		1,500.00	1,500.00
192	5-1420-53390			OTHER CONTRACTUAL SERVICES		800.00	800.00
192	5-1420-53714			MORTGAGE/RENTAL ASSISTANCE		10,350.00	10,350.00
192	5-1420-53717			ESG - RENOVATION		160,000.00	160,000.00
					-	242,650.00	242,650.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund new ESG - ODOC grant program

Approved:

Mayor _____
Attest:

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

City Clerk _____