AGENDA
BOARD OF CITY COMMISSIONERS
September 19, 2022 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

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

2. Consider approval of Consent Agenda:

   a. Minutes from the September 6, 2022 regular meeting.

   b. Acknowledge the following minutes and reports:
      - Planning Commission Minutes from the August 3, 2022 regular meeting.
      - Senior Citizens of Shawnee Board Minutes from the August 9, 2022 regular meeting.
      - License Payment Report for August 2022
      - Project Payment Report for August 2022

   c. Acceptance of public improvements for Maple Grove Addition and place maintenance bonds and irrevocable letter of credit into effect.

   d. Acceptance of a Sanitary Sewer Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

   e. Acceptance of a Drainage Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

   f. Acceptance of a Water Line Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

g. Lake Lease Transfer:

TRANSFER:
Lot 2 Fry Tract, 17404 Magnino Road
From: Marta Land
To: Megan Lincoln and Jodi Ayers

3. Consideration and adoption of a Memorandum of Understanding between the Citizen Potawatomi Nation and the City of Shawnee for the transfer of wastewater infrastructure in the de-annexed area.

4. Consideration of the purchase of five (5) traffic signal control cabinets at the estimated total of $95,000.00 from Signal Tek.

5. Public hearing and consideration of an ordinance to rezone property located at 1910 West Benedict Street from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District). Case No. RZ11-22, Applicant: Chris Gober.

6. Public hearing and consideration of an ordinance to rezone property located at 4029 and 4031 North Union Avenue from R-1 (Single-Family Residential District) to C-3 (Highway Commercial District). Case No. RZ12-22, Applicant: David and Amie McDaniel.

7. Consideration of a Rehabilitation of High Hazard Potential Dams Grant Agreement between the City of Shawnee and Oklahoma Water Resources Board.

8. Consideration of the following budget amendments for Fiscal Year 2022 – 2023:

a. Fund 301 Capital Improvement Fund to fund expenditures for Police vehicle purchase with the addition of Sales Tax revenue over budget estimates. Also, to fund the purchase of a patch truck approved in prior year, funded by fund balance.

b. Fund 302 Street Improvement Fund to fund a prior year approved project for lighted stop signs on Highland Street. This is funded by fund balance left over from prior year.

c. Fund 001 General Fund to fund expenditures for a transfer to the Aquatic Center Fund, a part-time Recreation Aide and Retiree Health Insurance with the addition of Sales Tax revenue over budget estimates. Also, to fund expenditures in the Love Your Block Grant with leftover grant funding from prior year.

d. Fund 350 Aquatic Center Fund to fund Aquatics Supervisor position with an additional transfer from the General Fund.

e. Fund 192 ESG-ODOC (Emergency Solutions Grant – Oklahoma Department of Commerce) Fund to fund additional Grant expenditures for the Emergency Solution Grant. Revenue received is on a reimbursement basis.

f. Fund 190 CDBG (Community Development Block Grant) Fund to fund Grant expenditures for a newly acquired grant through the Community Development Block Grant – CARES Act (CDBG-CV). Revenue received is on a reimbursement basis.

9. Consideration of a purchase of five (5) Dodge Charger Police Vehicles at the state bid price of $36,198.00 each, for a total of $180,990.00, from Bob Howard Jeep Chrysler Dodge.

10. Consider Bids:

    a. Shawnee City Lake Dam Improvements (Award)

11. Acknowledge monthly Sales Tax Report.

12. Administrative Reports:

    a. Sales Tax – Funding Capital Needs – Jacob Foos, Assistant City Manager

    b. The Fundamentals of Utility Rates – Jacob Foos, Assistant City Manager

    c. Santa Fe Depot Update – Rian Harkins, Community Development Director

    d. Unified Development Code Diagnostic Report Review – Rian Harkins, Community Development Director

13. New Business

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

14. Commissioners Comments

15. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners 2. a.

Meeting Date: 09/19/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the September 6, 2022 regular meeting.

Attachments

Minutes

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

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Tuesday, September 6, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 3:33 p.m. on September 1, 2022. Mayor Bolt presided and Mr. Calvin Dunn called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews Commissioner Ward 1	Absent Commissioner Ward 2
Travis Flood Commissioner Ward 3	Absent Commissioner Ward 4-Vice Mayor
Mark Sehorn Commissioner Ward 5	Ben Salter Commissioner Ward 6

ABSENT: Cami Engles, Darren Rutherford

INVOCATION — Mr. Justin Dunn, University Baptist Church

FLAG SALUTE

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

Mr. Robert Keil, Mr. Rob Morris, and Ms. Theresa Cody spoke during Citizens Participation.

AGENDA ITEM NO. 2: Consider approval of Minutes from the August 15, 2022 regular meeting.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Minutes from the August 15, 2022 regular meeting. Motion carried 5-0.

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

DRAFT

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (6:14 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (6:16 P.M.)

AGENDA ITEM NO. 3: Consider a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

Resolution No. 6671 was introduced.

A RESOLUTION EXPRESSING APPRECIATION FOR THE OUTSTANDING SERVICE OF BEN SALTER AS COMMISSIONER OF WARD SIX OF THE CITY OF SHAWNEE, OKLAHOMA; PROVIDING THAT SAID RESOLUTION BE SPREAD UPON THE OFFICIAL RECORDS OF THE CITY OF SHAWNEE, OKLAHOMA; AND PROVIDING THAT A COPY HEREOF BE PRESENTED TO THE SAID BEN SALTER.

Motion carried 4-0-1.

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

AGENDA ITEM NO. 4: Presentation of a Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

Mayor Bolt presented the Resolution of Appreciation to Ben Salter, Commissioner Ward VI of the City of Shawnee.

AGENDA ITEM NO. 5: Swearing in of Ward VI Commissioner Lauren Richter.

Ms. Lisa Lasyone, City Clerk, swore in Ward VI Commissioner Lauren Richter.

AGENDA ITEM NO. 6: Presentation of Certificate of Election to Ward VI Commissioner Lauren Richter.

Mayor Bolt presented Certificate of Election to Ward VI Commissioner Lauren Richter.

DRAFT

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR FOR RECEPTION FOR OUTGOING AND INCOMING COMMISSIONERS (6:23 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (6:38 P.M.)

AGENDA ITEM NO. 7: Commission appointment of a Vice Mayor (per Article III, Section 6 of the City Charter.)

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to appoint Commissioner Rutherford as Vice Mayor. Motion carried 5-0.

AYE: Sehorn, Matthews, Flood, Bolt, Richter
NAY: None

AGENDA ITEM NO. 8: 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 No. 16(a).

b. Acknowledge the resignation of Tera Leigh from the Shawnee Arts and Culture Commission.

c. Acknowledge the City of Shawnee Holiday Schedule for 2023.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve Consent Agenda Item Nos. 8(a-c). Motion carried 5-0.

AYE: Matthews, Sehorn, Richter, Flood, Bolt
NAY: None

AGENDA ITEM NO. 9: Presentation by Animal Control to present the Pet of the Week.

There was no Pet of the Week.

AGENDA ITEM NO. 10: Mayor's Proclamations:

"National Suicide Prevention Week"
September 4th-10th, 2022

Mr. Heath Hayes, Chief Communications Officer for Oklahoma Department of Mental Health and Substance Abuse Services, accepted the Mayor's Proclamation for "National Suicide Prevention Week" from Mayor Bolt.

DRAFT

AGENDA ITEM NO. 11: Consideration of an appointment of a City Commissioner to the Senior Citizens of Shawnee Board.

Mayor Bolt advised that former Commissioner Ben Salter was the appointed Commissioner for the Senior Citizens of Shawnee Board. He stated that a new Commissioner needed to be appointed and he volunteered to serve.

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to appoint Mayor Bolt to serve on the Senior Citizens of Shawnee Board. Motion carried 5-0.

AYE: Flood, Sehorn, Richter, Matthews, Bolt
NAY: None

AGENDA ITEM NO. 12: Consideration of an appeal of an Administrative Order regarding property located at 910 North Hobson Street.

Mr. Kevin Moore, Building Official, gave a Staff report. Ms. Janeill Watts spoke in support of the appeal. Staff and Ms. Watts answered questions from the Commission.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to grant the appeal finding that while the City followed all protocols within the ordinance, the appeal will be granted on the grounds that the City believes the property is salvageable, taxes are paid, there is no mortgage and conditions beyond the applicants control prevented them from attending the hearing at the scheduled time; furthermore, the applicant declared their intention to remodel prior to the hearing and again on the same day of the hearing when filing their appeal. Motion carried 5-0.

AYE: Matthews, Sehorn, Richter, Flood, Bolt
NAY: None

AGENDA ITEM NO. 13: Consideration of an appeal of an Administrative Order regarding property located at 545 North Elm Street.

Mr. Kevin Moore, Building Official, gave a Staff report. No one appeared in favor of the appeal.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to deny the appeal of the Administrative Order regarding property located at 545 North Elm Street. Motion carried 5-0.

AYE: Matthews, Sehorn, Richter, Flood, Bolt
NAY: None

DRAFT

AGENDA ITEM NO. 14: Discussion and consideration of a proposal with Elevation Land Surveying to provide Professional Survey Services for Shawnee Twin Lakes, Lake No. 2.

Mr. Seth Barkhimer, City Engineer, gave a Staff report.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve a proposal with Elevation Land Surveying to provide Professional Survey Services for Shawnee Twin Lakes, Lake No. 2. Motion carried 5-0.

AYE: Sehorn, Matthews, Flood, Bolt, Richter
NAY: None

AGENDA ITEM NO. 15: Consideration of a resolution authorizing application for High Hazard Potential Dam (HHPD) Grant from the Oklahoma Water Resources Board.

Mr. Seth Barkhimer, City Engineer, gave a Staff report.

A motion was made by Commissioner Flood, seconded by Commissioner Matthews, to approve a resolution authorizing application for High Hazard Potential Dam (HHPD) Grant from the Oklahoma Water Resources Board.

Resolution No. 6672 was introduced.

A RESOLUTION AUTHORIZING APPLICATION FOR HIGH HAZARD POTENTIAL DAM (HHPD) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD (OWRB).

Motion carried 5-0.

AYE: Flood, Matthews, Bolt, Sehorn, Richter
NAY: None

AGENDA ITEM NO. 16: Consider Bids:

a. Shawnee City Lake Dam Improvements (Open)

BIDDER	**AMOUNT**
Downey Contracting, L.L.C. Oklahoma City, OK	$4,294,494.87
MK Excavation, LLC Stillwater, OK	$2,431,296.90

Mr. Brad Schmidt, Public Works Director, read two (2) bids into the record. Mr. Schmidt requested the bid award be deferred to a future meeting.

DRAFT

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to defer the bid award to a future City Commission meeting. Motion carried 5-0.

AYE: Sehorn, Matthews, Flood, Bolt, Richter
NAY: None

AGENDA ITEM NO. 17: Administrative Reports:

a. Engineering and Public Works – Seth Barkhimer, Director of Engineering and Brad Schmidt, Public Works Director

Mr. Seth Barkhimer, Director of Engineering, and Mr. Brad Schmidt, Public Works Director, gave a presentation regarding Engineering and Public Works. They discussed the following topics: Personnel; Physical Assets; Asset Management Activities, Water Main Breaks and Statistics; Roadway Inventory and Index; Guiding Policies, Municipal Project Process, Current and Near-Term Projects; 2018 Half-Cent Sales Tax; Drinking Water State Revolving Fund; Clean Water State Revolving Fund; American Rescue Plan Act; General Capital Projects; and Focused Long-Term Capital Planning.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:19 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (8:23 P.M.)

b. The Fundamentals of Sales Tax – Jacob Foos, Assistant City Manager

Mr. Jacob Foos, Assistant City Manager, gave a presentation regarding the fundamentals of sales tax. Mr. Foos discussed the significance of sales tax, sales tax rates for the state, county and City, and comparisons for county and municipal sales tax.

AGENDA ITEM NO. 18: New Business (Any matter not known, or which could not have been reasonably foreseen prior to the posting of the agenda.)

There was no New Business.

AGENDA ITEM NO. 19: Commissioners Comments

The Mayor and Commissioners thanked Commissioner Salter for his service. They welcomed Commissioner Richter.

Commissioner Matthews thanked Staff for the administrative reports. He addressed some of the questions and comments during Citizens Participation. He said Cops-N-Kids was a great event and thanked the First Responders and Staff.

DRAFT

Commissioner Flood thanked City Staff. He also addressed some of the questions and comments during Citizens Participation.

Commissioner Sehorn stated he appreciated Staff for the administrative reports.

Commissioner Richter thanked everyone for believing in her and is happy to get started.

Mayor Bolt thanked Staff for the administrative reports. He addressed some of the questions and comments during Citizens Participation, including regarding the homeless.

AGENDA ITEM NO. 20: 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. b.

Meeting Date: 09/19/2022

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission Minutes from the August 3, 2022 regular meeting.
- Senior Citizens of Shawnee Board Minutes from the August 9, 2022 regular meeting.
- License Payment Report for August 2022
- Project Payment Report for August 2022

Attachments

Planning Minutes

Senior Citizens of Shawnee Board Minutes

License Payment Report

Project Payment Report

REGULAR PLANNING COMMISSION MINUTES
DATE: August 3, 2022

Council 9/7/22

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on August 3, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Reese called the meeting to order at 1:30 p.m. City Planner, Rachel Clyne, called roll and stated a quorum was present.

The following Commissioners were present:
Present: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Absent: Rowell

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of July 6, 2022. Chair Reese asked for questions or corrections to the minutes.

Commissioner Johnson made a motion to **Approve** the minutes as presented, which Commissioner Mew-Palmer seconded.
Motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

Item 3. Case No. PUD01-22 – Public hearing and consideration of a request for a Planned Unit Development (PUD) on ±8.79 acres north of West MacArthur Street and east of Acme Road.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne provided background information on the application request. The application is for a rezoning from R-3 (Multi-family Residential District) and C-2 (Limited Commercial District) to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District) with a Planned Unit Development (PUD) zoning overlay for design standards. The subject property is generally located north of W. MacArthur St. and east of Acme Rd. The land is approximately 8.79 acres and is currently vacant.

The proposed Planned Unit Development (PUD) is the second phase of commercial and residential development in this area by J. Bentley Investments, LLC. The project's name is Belmont Park Addition Phase 2, adjacent east of Phase 1. The PUD indicates the construction of two (2) commercial structures along W. MacArthur St. The space between the buildings provides access to twenty-one (21) lots subdivided for single-family or duplexes residences by a private street.

Staff advised that a PUD Master Plan shall consist of two elements (1) a Design Statement and (2) a Master Development Plan Map. The Design Statement includes seventeen (17) variations from the zoning code, subdivision regulations, and sign code. The PUD Master Plan shall serve as the basis for review approval of all subdivision plats and building permits within the PUD.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **PUD01-22**, and that the PUD Master Plan, Design Statement, and Map shall be adopted as a part

of the ordinance.

Chair Reese asked if there were questions for staff and then opened the public hearing. The applicants and their representative, David Box, were present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Loftis-Walton made a motion to recommend the **APPROVAL** of Case No. **PUD01-22** to the City Commission, which Commissioner Johnson seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the August 15, 2022, City Commission meeting at 6 p.m.

Item 4. Case No. PPL02-22 – Consideration of a request for a Preliminary Plat, Belmont Park 2, on ±8.79 acres north of West MacArthur Street and east of Acme Road.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne provided information on the subject property. It is located northeast of the intersection of West MacArthur Street and Acme Road. The proposed subdivision has twenty-two (22) lots on approximately 8.79 acres. The current zoning is R-3 (Multi-family Residential District) and C-2 (Limited Commercial District). An application for a Planned Unit Development (PUD) of the property which will include rezoning to R-2 (Medium Density Residential District) and C-2 (Limited Commercial District), was also processed with this preliminary plat application.

Chair Reese asked if there were questions for staff and then opened the public hearing. The applicants and representative were present and available for questions. With no additional speakers, the public hearing was closed.

Commissioner Loftis-Walton made a motion to recommend the **APPROVAL** of Case No. **PPL02-22** to the City Commission, which Commissioner Johnson seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the August 15, 2022, City Commission meeting at 6 p.m.

Item 5. Case No. PPL03-22 – Consideration of a request for a Preliminary Plat, Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne stated the subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The preliminary plat includes approximately 2,198.17 acres. The subdivision was completed to define the boundaries of the land located within the city limits of Shawnee, Oklahoma. Staff had reviewed the document and found it sufficient. The applicant elected to submit the Preliminary and Final Plat applications together to ensure consistency.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL**

of **PPL03-22,** for the Preliminary Plat of Shawnee Twin Lakes – Lake No. 1 as presented.

Commissioner Loftis-Walton made a motion to recommend the **APPROVAL** of Case No. **PPL03-22** to the City Commission, which Commissioner Johnson seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the August 15, 2022, City Commission meeting at 6 p.m.

Item 6. Case No. FPL03-22 – Consideration of a request for a Final Plat, Shawnee Twin Lakes – Lake No. 1, on approximately 2,198 acres.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne stated the subject property is located in Township 10 North, Range 2 East, and part of Sections 11, 14, 15, 22, 23, and 27. The final plat includes approximately 2,198.17 acres. The Final Plat of the Shawnee Twin Lakes – Lake No. 1 subdivision was completed to define the boundaries of the land located within the city limits of Shawnee, Oklahoma. Staff had reviewed the document for accuracy and found it sufficient. The Preliminary and Final Plat applications were submitted together for expediency. The City Engineer is satisfied with the Final Plat as submitted.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL03-22,** for the Final Plat of Shawnee Twin Lakes – Lake No. 1 as presented.

Commissioner Johnson made a motion to recommend the **APPROVAL** of Case No. **FPL03-22** to the City Commission, which Commissioner Mew-Palmer seconded.
Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the August 15, 2022, City Commission meeting at 6 p.m.

Item 7. FPL04-22 – Staff Report - Consideration of a request for a Final Plat, Maple Grove Addition on approximately 13.49 acres north of E. 39th Street and approximately 500' east of N. Harrison Avenue.

Chair Reese read the agenda item and asked for a staff report. Planner Clyne stated the subject property is located between E. 39th Street and E. 42nd Street and approximately 500' east of N. Harrison Avenue. The Final Plat includes 59 lots and approximately 13.49 acres. The 1.18-acre Common Area is adjacent to E. 42nd Street but does not provide access to the subdivision. Staff reviewed the Final Plat submittal of the Maple Grove Addition subdivision for accuracy. The City Engineer is satisfied with the Final Plat as submitted.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **FPL04-22** for the Final Plat of Maple Grove Addition as presented.

Commissioner Loftis-Walton made a motion to recommend the **APPROVAL** of Case No. **FPL04-22** to the City Commission, which Commissioner Walker seconded.

Following any discussion, the motion **passed 5-0-0**.

Aye: Walker, Loftis-Walton, Johnson, Mew-Palmer, Reese
Nay: None
Abstain: None

It was announced the item would be heard at the August 15, 2022, City Commission meeting at 6 p.m.

Item 8. Community Development Department Update

Community Development Director Rian Harkins addressed the Planning Commission and provided an update to the Love Your Block (LYB) program. A mini-grant application project would occur every two weeks until September. The LYB Facebook page allows volunteers to sign-up to participate in the projects.

The Unified Development Code (UDC) project – staff had received a draft of the diagnostic report. The report was a compilation of the public participation and the consultant's review of the existing zoning code, subdivision regulations, and sign code. Discussions continue, and various sections of UDC will roll out for review and comment at future public meetings.

The next CDBG public hearing is scheduled for Wednesday, August 10, 2022, at 5:30 p.m. The annual action plan will be discussed regarding the use of CDBG funding. Continued research into the Santa Fe depot includes depots in peer cities. The Twin Lakes Master plan will be led by Haff Consultants. Kick-off with staff will be in late August, and an advisory team will be determined in early September.

Item 9. Planning Commissioners' Comments

Commissioner Walker asked about the Future Land Use Map (FLUM) of the Comprehensive Plan. He was concerned that the repositioned area dedicated to high-intensity residential was not shown on the FLUM. Staff advised that the FLUM was the same PDF from the Comp Plan. Commissioner Loftis-Walton shared that she was helping bring economic development to the City through advanced battery manufacturing. Commissioner Johnson thanked staff for their work and stated she was excited to see positive activities. Commissioner Mew-Palmer was excited about the growth and enjoyed the information updates. Chair Reese stated that people would participate in the UDC process. All agreed the update (UDC) was a positive step.

Item 10. Adjournment

The meeting adjourned at 2:03 p.m.

Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

City of Shawnee
OKLAHOMA

Public Works

Minutes
Senior Citizens of Shawnee Board
August 9, 2022 9:30AM
Shawnee Senior Recreation Center

Roll Call was taken showing the following members present:

		Present	Absent
Chairperson	John Belzer	__X__	_____
Vice	Albert Rice	__X___	_____
Member	Ann Dowdy	__X__	_____
Member	Phyllis Crosswell	__X__	_____
Member	Bill Haley	_____	__X__
Member	Jeanni Pruitt	__X___	_____
Member	Shirley Gregory	__X___	_____
Member	Sally Murphy	__X___	_____
Member	Janice Orlauski	_____	__X__
City Commissioner	Ben Salter	__X___	_____
City Staff	Brad Schmidt	_____	__X__
City Staff	Mikaylia Linkinhoker	__X__	_____
City Staff	Kerri Foster	__X__	_____
City Staff	Amy Riggins	__X__	_____

AGENDA NO 1 **Call to Order.** Meeting was called to order at 9:31 am.

AGENDA NO 2 **Roll Call and Declaration of a Quorum.** Roll was called and a quorum was declared.

AGENDA NO 3 **Approval of June 14, 2022 Minutes.** A motion to approve was made by Phyllis Crosswell. It was 2nd by Ann Dowdy. Motion carried 8-0.

Roll Call: Aye: Belzer, Rice, Dowdy, Crosswell, Pruitt, Gregory, Murphy, Salter.
Nay: None.

AGENDA NO 4 **Discussion and Consideration of board name change.** Recommendation for board name change from Senior Citizens of Shawnee Board to Shawnee Senior Advisory Board. A motion to approve was made by Phyllis Croswell. It was 2nd by Ann Dowdy. Motion carried 7-0. City Commissioner Ben Saltzer abstained.

Roll Call: Aye: Belzer, Rice, Dowdy, Crosswell, Pruitt, Gregory, Murphy.
Nay: None.

AGENDA NO 5 **Approval of 2022-2023 Purchase Orders for Pottawatomie Senior Sales Tax Fund.** Amy Riggins thanked Bill Haley and Janice Orlauski for participation. A motion to approve was made by Albert Rice. It was 2nd by Jeanni Pruitt. Motion carried 8-0.

Roll Call: Aye: Belzer, Rice, Dowdy, Crosswell, Pruitt, Gregory, Murphy, Salter.
Nay: None.

AGENDA NO 6 **180 Minutes to Save Your Life Results.** Jeanni Pruitt spoke of the success of 180 Minutes to Save Your Life Results. Jeanni Pruitt thanked Amy Riggins for her participation.

AGENDA NO 7 **Staff Reports.** Amy Riggins provided staff reports for July and August.

AGENDA NO 8 **Public Comments.** None.

AGENDA NO 9 **Committee Comments.** Shirley Gregory discussed the pleasant setting at the Senior Center.

AGENDA NO 10 **Adjournment.** Meeting was adjourned at 10:25 a.m. A motion was made by Phyllis Croswell. It was 2nd by Albert Rice. Motion carried 8-0.

Roll Call: Aye: Belzer, Rice, Dowdy, Croswell, Pruitt, Gregory, Murphy, Salter.

Nay: None.

Date 9/13/2022

Chairman John A Belzer



08/01/2022 - 08/31/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
8/30/2022	TOM GABEL	Check	1535	761.00
8/30/2022	HUBBARD PLUMBING LLC	IBX CC	1536	75.00
8/30/2022	AKERS ELECTRIC LLC	IBX CC	1534	75.00
8/29/2022	PAUL E DAVIS	Check	1533	15.00
8/29/2022	J CURRY ELECTRIC CO INC	Check	1530	75.00
8/29/2022	OKLAHOMA ROOTS	IBX CC	1531	15.00
8/29/2022	MANE LINE ELECTRICAL AND CONTRACTING LLC	IBX CC	1532	75.00
8/26/2022	RIKO'S LOCO TACOS	IBX CC	1529	50.00
8/26/2022	EASTER ELECTRIC COMPANY LLC	IBX CC	1528	100.00
8/25/2022	PERFECTION PLUMBING	Check	1526	100.00
8/25/2022	TRADE PROS LLC	Check	1525	75.00
8/25/2022	BLUE SPARK ELECTRIC	IBX CC	1527	100.00
8/24/2022	EASY WIRELESS	Check	1524	50.00
8/24/2022	PEAK COMFORT HEAT & AIR	Check	1522	100.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
8/24/2022	KICKAPOO RED BALL LIQUOR	Check	1521	905.00
8/24/2022	DGC HEAT & AIR	IBX CC	1523	75.00
8/23/2022	DAVE TEEL	Check	1519	761.00
8/23/2022	BELAIR ELECTRIC, LLC	IBX CC	1520	100.00
8/22/2022	LAHOMA GALLAGHER	Cash	1518	761.00
8/22/2022	CANDACE & WILLIAM COLLIE	Check	1517	761.00
8/22/2022	RUSSELL ADAMS	Check	1516	761.00
8/22/2022	IMAGINE DISPENSARY	Check	1515	15.00
8/22/2022	TWISTED S ELECTRIC	Check	1514	100.00
8/19/2022	ROBERT JONES ELECTRIC	Check	1513	100.00
8/19/2022	JOHN & JASON HAYS	Check	1512	761.00
8/19/2022	M3 ELECTRIC LLC	Check	1510	100.00
8/19/2022	OCEAN AIR LLC	IBX CC	1511	75.00
8/18/2022	BILLY FOWLER ELECTRIC	Check	1508	100.00
8/18/2022	CITIZEN POTAWATAMI ELECTRIC	Check	1507	75.00
8/18/2022	FULL SPEED ELECTRIC	IBX CC	1509	75.00
8/17/2022	CHRIS & LISA SPEARS	Check	1506	761.00
8/17/2022	CHRIS & LISA SPEARS	Check	1505	761.00
8/16/2022	EAGLE TREE & HANDY SERVICES	Cash	1503	25.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
8/16/2022	JTR CONSTRUCTION, LLC	Check	1502	75.00
8/16/2022	EGS DBA TANKCO MEP	IBX CC	1504	100.00
8/16/2022	GLENN SEIDL PLUMBING	IBX CC	1501	75.00
8/15/2022	ALDI (TEXAS) LLC dba ALDI'S STORE #7	Check	1499	450.00
8/15/2022	CHARLES J WILKE	Check	1498	15.00
8/15/2022	ANYWHERE ELECTRIC LLC	IBX CC	1500	100.00
8/11/2022	DERRICK & JESSICA CARPENTER	Cash	1497	761.00
8/11/2022	DERRICK CARPENTER	Cash	1496	761.00
8/11/2022	DERRICK CARPENTER	Cash	1495	761.00
8/10/2022	CARTWRIGHT PLUMBING	IBX CC	1493	100.00
8/10/2022	BUILDING ELECTRICAL SYSTEMS, INC	IBX CC	1494	100.00
8/9/2022	CONRAD THOMPSON	Cash	1492	761.00
8/9/2022	WORLD ACCEPTANCE CORP	Check	1491	50.00
8/8/2022	GUERRERO ELECTRICAL SERVICES	Check	1490	100.00
8/8/2022	JESSIE DAUZ	Check	1489	25.00
8/8/2022	BROADWAY LIQUOR STORE	Check	1488	905.00
8/5/2022	KONA ICE OF SHAWNEE	Cash	1487	50.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
8/5/2022	ALL COMFORT SPECIALIST LLC	Check	1486	75.00
8/4/2022	HURTS DONUTS	Check	1485	3.00
8/4/2022	BELLA DERMA	Check	1484	50.00
8/3/2022	PAULA BARNETT & KENNETH SMITH	Check	1483	761.00
8/3/2022	ROBERT MURPHY	Check	1482	761.00
8/3/2022	NORMA PARTRIDGE	Check	1481	25.00
8/2/2022	CHEAP SHOTS WINE & SPIRITS	Check	1478	905.00
8/2/2022	KELLI WILSON	Check	1477	15.00
8/2/2022	FRONTIER PLUMBING	Check	1476	75.00
8/2/2022	FRONTIER PLUMBING	Check	1475	75.00
8/2/2022	STEVE HUFFMAN	IBX CC	1479	15.00
8/1/2022	SUNBELT HEAT & AIR CONDITIONING	Check	1474	75.00
8/1/2022	THE SWANKY OKIE WEDDING	Cash	1473	50.00
8/1/2022	JOHN & PHYLLIS INDA	Check	1472	761.00
8/1/2022	BRIAN BURTON	IBX CC	1471	761.00
				18,334.00

Total Records: 65

9/1/2022



08/01/2022 - 08/31/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220874	8/25/2022	B - Accessory Structure	32009 HORNBECK RD	FIRESTORM	RESIDENTIAL	0
20220836	8/19/2022	B - Accessory Structure	1515 E 7TH ST	AFFORDABLE KEYS AND LOCK	CARPORT	0
20220831	8/18/2022	B - Accessory Structure	31709 INGRAM RD	RICHARD TAYLOR	ACCESSORY BUILDING	0
20220808	8/12/2022	B - Accessory Structure	23 MOHICAN	LYNNA HEISEY	STORAGE BLDG	495
20220798	8/10/2022	B - Accessory Structure	34675 INDEPENDENCE	BRENDEN SHEPARD	ACCESSORY BUILDING	17,000
20220865	8/24/2022	B - Commercial - Add On	4850 SHAWNEE MISSION DR	PARKWAY C&A, LP	ADD ON / REMODEL	650,000
20220905	8/31/2022	B - Commercial - New	100 E HIGHLAND	DOWNEY CONTRACTING, LLC	LAND DISTURBANCE	0
20220828	8/18/2022	B - Commercial - New	8331 N HARRISON	CLAYTON EADS	BUILDING 5	200,000
20220784	8/5/2022	B - Commercial - New	300 S KENNEDY	BENJAMIN DREW	NEW CONSTRUCTION	250,000
20220849	8/19/2022	B - Commercial - Remodel	5106 N HARRISON	Mike McElyea	garage remodel	0
20220839	8/19/2022	B - Commercial - Remodel	20 E DUNLOUP RD	BEVERLY CANTRELL	COMMERCIAL REMODEL	10,000
20220829	8/18/2022	B - Commercial - Remodel	5110 N HARRISON AVE	L & S CONSTRUCTION	REMODEL	150,000
20220802	8/11/2022	B - Commercial - Remodel	1049 VISION BLVD STE 600	RON BROWN	REMODEL	60,000

Monthly - City Clerk

Square Feet	Total Fees
0	$29.50
0	
0	$50.00
80	
1,440	$310.50
21,969	$5,496.75
0	
11,000	$29.50
2,400	$604.50
0	
2,944	$740.50
2,700	
1,411	$357.25

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220801	8/11/2022	B - Commercial - Remodel	2500 E HIGHLAND	JAKE CLANIN	REMODEL	150,000
20220817	8/16/2022	B - Residential - New	16275 Walker Rd	CHANCE & CHARLEEN KLUPENGER	MOVE ON	165,000
20220794	8/9/2022	B - Residential - New	2685 SOMERSET DR	GREG BROWN HOMES	NEW CONSTRUCTION	315,000
20220775	8/3/2022	B - Residential - New	303 S LEO	GLEN F WELCH	NEW CONSTRUCTION	220,000
20220903	8/31/2022	B - Residential - Remodel	1823 W HIGHLAND	TIM POWELL	REMODEL	60,000
20220901	8/30/2022	B - Residential - Remodel	544 N ELM	JOHNATHAN CEJUDO	REMODEL	35,000
20220897	8/29/2022	B - Residential - Remodel	913 N POTTENGER	WHITNEY LUK DOCKREY	REMODEL	45,000
20220896	8/29/2022	B - Residential - Remodel	202 N KIMBERLY	GREGORY JACKSON	RESIDENTIAL REMODEL	12,000
20220822	8/17/2022	B - Residential - Remodel	833 S UNION	COPPER SPRINGS @ BETHEL ACRES, LLC / LINDA K BOSTROM	REMODEL	22,500
20220821	8/17/2022	B - Residential - Remodel	1820 N PHILADELPHIA AVE	ACTS 20 ROOFING	REPLACE	11,500
20220815	8/16/2022	B - Residential - Remodel	1923 N BELL	JTR CONSTRUCTION LLC	REMODEL	44,000
20220782	8/4/2022	B - Residential - Remodel	510 N MEAD AVE	L&L CONSTRUCTION	REMODEL	85,000
20220880	8/26/2022	B - Solar Panels	4421 LILLY VALLEY	GREEN LIGHT SOLAR	NEW INSTALLATION	16,020
20220779	8/4/2022	B - Solar Panels	4419 LILLY VALLEY ST	ADT SOLAR	SOLAR PANEL	0

Square Feet	Total Fees
3,850	$967.00
2,001	
2,023	$1,159.39
2,000	
1,489	$320.91
1,116	$241.65
960	$208.50
0	
850	$185.13
2,560	$29.50
144	$29.50
1,749	$376.16
349	$78.66
0	$4.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220807	8/12/2022	B - Storm Shelter	14 POST OFFICE LN	STORM SAFE SHELTERS	NEW INSTALLATION	5,100
20220770	8/1/2022	B - Swimming Pool	34675 INDEPENDENCE	BOWEN POOLS & SPAS	NEW INSTALLATION	60,000
20220906	8/31/2022	E - Electrical	1305 LAVERNE	WILSON ELECTRIC	METER RESET	0
20220902	8/31/2022	E - Electrical	723 W DEWEY ST	FULL SPEED ELECTRIC	NEW SERVICE	0
20220895	8/29/2022	E - Electrical	1116 ADELINE DR	AKERS ELECTRIC	NEW INSTALLATION	0
20220892	8/26/2022	E - Electrical	411 FLORENCE AVE	EASTER ELECTRIC COMPANY LLC	BRANCH CIRCUIT WIRING	0
20220889	8/26/2022	E - Electrical	806 N TUCKER	BLUE SPARK ELECTRIC	WATER HEATER	0
20220881	8/26/2022	E - Electrical	4421 LILLY VALLEY	GREEN LIGHT SOLAR	NEW INSTALLATION	0
20220868	8/25/2022	E - Electrical	700 E 45TH ST	MARSH ELECTRIC LLC	FIRE RESTORATION	0
20220863	8/24/2022	E - Electrical	1401 RICKEY RD	WILSON ELECTRIC	REMODEL	0
20220862	8/24/2022	E - Electrical	833 S UNION	HOMESTEAD ELECTRIC	REPLACE	0
20220853	8/23/2022	E - Electrical	34675 INDEPENDENCE	BELAIR ELECTRIC, LLC	NEW INSTALLATION	0
20220844	8/22/2022	E - Electrical	642 W FORD ST	TWISTED S ELECTRIC	NEW SERVICE / BRANCH CIRCUIT WIRING	0
20220842	8/22/2022	E - Electrical	1923 N BELL	R & R ELECTRIC	MISCELLANEOUS	0
20220840	8/19/2022	E - Electrical	5106 N HARRISON	RED RIVER ELECTRIC	PANEL CHANGE	0
20220835	8/19/2022	E - Electrical	1823 W HIGHLAND	ROBERT JONES ELECTRIC	NEW SERVICE	0

Square Feet	Total Fees
35	$29.50
600	$60.00
0	$54.50
0	$54.50
0	$54.50
0	$104.50
0	$54.50
0	$54.50
0	$104.50
0	$54.50
0	$54.50
0	$54.50
0	$104.50
0	$54.50
0	$54.50
0	$104.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220834	8/19/2022	E - Electrical	407 W MIDLAND	M3 ELECTRIC LLC	BONDING	0
20220827	8/18/2022	E - Electrical	730 E MAIN	Ralph Casey	Branch circuit	0
20220824	8/17/2022	E - Electrical	913 N POTTENGER	R-2 ELECTRIC INC	REWIRE	0
20220820	8/17/2022	E - Electrical	140 S OAK AVE	CNR ELECTRIC	MISC	0
20220811	8/15/2022	E - Electrical	120 E PULASKI ST	ANYWHERE ELECTRIC LLC	MISC WORK	0
20220810	8/15/2022	E - Electrical	39 TIMBER CREEK DR	ANYWHERE ELECTRIC LLC	NEW SERVICE	0
20220809	8/15/2022	E - Electrical	514 N MEAD AVE	HOMESTEAD ELECTRIC	REMODEL	0
20220800	8/11/2022	E - Electrical	2211 BRYANT VIA	GENERATOR SUPERCENTER DBA FAITH ELECTRIC	NEW INSTALLATION	0
20220797	8/10/2022	E - Electrical	401 DALEY LN	BUILDING ELECTRICAL SYSTEMS, INC	NEW SERVICE	0
20220793	8/9/2022	E - Electrical	41101 WOLVERINE RD	GUERRERO ELECTRIC	TEMP POLE / NEW SERVICE	0
20220785	8/5/2022	E - Electrical	1606 N BROADWAY AVE	GENERATOR SUPERCENTER	NEW SERVICE	0
20220781	8/4/2022	E - Electrical	2501 N UNION	R-2 ELECTRIC	SWIMMING POOL	0
20220778	8/4/2022	E - Electrical	4419 LILLY VALLEY ST	ADT SOLAR	SOLAR PANELS	0
20220772	8/2/2022	E - Electrical	516 S AYDELOTTE	RED RIVER ELECTRIC	PANEL SWAP	0
20220873	8/25/2022	M - Mechanical	1048 E WALLACE	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220869	8/25/2022	M - Mechanical	120 E PULASKI ST	DOUG'S HEAT AND AIR	NEW SYSTEM	0
20220861	8/24/2022	M - Mechanical	806 N TUCKER	DGC HEAT & AIR, LLC	CHANGE OUT	0

Square Feet	Total Fees
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$104.50
0	$54.50
0	$104.50
0	$54.50
0	$179.50
0	$104.50
0	$54.50
0	$104.50
0	$54.50
0	$54.50
0	$114.50
0	$64.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220859	8/24/2022	M - Mechanical	2620 N UNION AVE	SUNBELT HEATING AND AIR CONDITIONING	NEW SYSTEM	0
20220858	8/24/2022	M - Mechanical	502 N CHAPMAN	PEAK COMFORT	CHANGE OUT	0
20220856	8/24/2022	M - Mechanical	122 N BELL	SPARKS HEAT & AIR	CHANGE OUT	0
20220850	8/22/2022	M - Mechanical	747 W UNIVERSITY	GREERS HEAT AND AIR LLC	NEW SYSTEM	0
20220848	8/22/2022	M - Mechanical	301 W HIGHLAND	A-TEAM HTG & COOLING	CHANGE OUT	0
20220841	8/22/2022	M - Mechanical	2224 GRAY DOVE DR	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0
20220832	8/18/2022	M - Mechanical	407 W MIDLAND	DAVIS AIR & HEAT	NEW SYSTEM	0
20220823	8/17/2022	M - Mechanical	4901 N KICKAPOO	SPARKS HVAC, INC	CHANGE OUT - BARBER SHOP	0
20220819	8/16/2022	M - Mechanical	2201 DUKES REALM	AIR COMFORT SOLUTIONS	CHANGE OUT	0
20220818	8/16/2022	M - Mechanical	101 MEADOWS LANE	AIRCO SERVICE	NEW SYSTEM	0
20220796	8/9/2022	M - Mechanical	121 E MAIN ST	SPARKS HEAT & AIR	CHANGE OUT	0
20220795	8/9/2022	M - Mechanical	730 E MAIN	SPARKS HEAT & AIR, INC	NEW INSTALLATION	0
20220791	8/9/2022	M - Mechanical	1 E MAIN	LUCKY DAY HVAC	CHANGE OUT	0
20220790	8/9/2022	M - Mechanical	1001 E MACARTHUR ST	AC DOCTORS	NEW SYSTEM	0
20220786	8/5/2022	M - Mechanical	10 COMANCHE	SPARKS HEAT AND AIR	CHANGE OUT	0
20220777	8/3/2022	M - Mechanical	833 S UNION	METRO HVAC	NEW SYSTEM	0

Square Feet	Total Fees
0	$54.50
0	$84.50
0	$64.50
0	$724.50
0	$64.50
0	$54.50
0	$74.50
0	$104.50
0	$104.50
0	$74.50
0	
0	$54.50
0	$154.50
0	$104.50
0	$64.50
0	$44.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220774	8/2/2022	M - Mechanical	101 W 10TH ST	AIR FORCE 1 AC AND HTG	REPLACE	0
20220773	8/2/2022	M - Mechanical	3003 N BELL	ADVENT MECHANICAL	CHANGE OUT	0
20220771	8/1/2022	M - Mechanical	222 W ROSA	A-TEAM	CHANGE OUT	0
20220768	8/1/2022	M - Mechanical	1700 N HARRISON	AIRCO SERVICE	CHANGE OUT	0
20220767	8/1/2022	M - Mechanical	13 QUAIL RIDGE	WATKINS HEATING & AIR CONDITIONING	CHANGE OUT	0
20220899	8/30/2022	O - Curb Cut, Driveway and Sidewalk	1710 AUTUMN LN	TKO CONCRETE	RESIDENTIAL	0
20220898	8/30/2022	O - Curb Cut, Driveway and Sidewalk	4 TERRA LN	TKO CONCRETE	RESIDENTIAL	0
20220883	8/26/2022	O - Curb Cut, Driveway and Sidewalk	43306 MACARTHUR ST	BRYCE HOLLAND	DRIVEWAY	0
20220882	8/26/2022	O - Curb Cut, Driveway and Sidewalk	43302 MACARTHUR RD	BRYCE HOLLAND CONSTRUCTION	DRIVEWAY	0
20220888	8/26/2022	O - Demolition and Moving	524 E MAIN ST	KENNETH PITTENGER	DEMO	0
20220838	8/19/2022	O - Demolition and Moving	519 S BELL	MEIER AND SON DEMOLITION	RESIDENTIAL	0
20220837	8/19/2022	O - Demolition and Moving	608 E HIGHLAND ST	MEIR AND SON DEMOLITION, LLC	RESIDENTIAL DEMOLITION	0
20220812	8/15/2022	O - Demolition and Moving	4830 N HARRISON	MIDWEST WRECKING CO	DEMOLITION	0
20220879	8/26/2022	O - Paving Cut and Boring	1102 W MACARTHUR	VYVE BROADBAND	ROAD BORE	0
20220870	8/25/2022	O - Paving Cut and Boring	708 W SARATOGA ST	VYVE BROADBAND	ROAD BORE	0

Square Feet	Total Fees
0	$54.50
0	$64.50
0	$54.50
0	$164.50
0	$44.50
0	$50.00
0	$50.00
0	$50.00
0	$50.00
0	
0	$50.00
0	
0	$50.00
0	
0	$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220867	8/25/2022	O - Paving Cut and Boring	708 W SARATOGA ST	CODE RED UNDERGROUND	ROAD BORE	0
20220843	8/22/2022	O - Paving Cut and Boring	4409 N KICKAPOO	CODE RED UNDERGROUND	ROAD BORE	0
20220813	8/15/2022	O - Paving Cut and Boring	4901 N KICKAPOO	CODE RED UNDERGROUND	ROAD BORE	0
20220887	8/26/2022	O - Sign	3962 N KICKAPOO AVE	SUPERIOR NEON SIGNS	NEW INSTALLATION	11,000
20220886	8/26/2022	O - Sign	3962 N KICKAPOO AVE	SUPERIOR NEON SIGNS	NEW INSTALLATION	8,000
20220885	8/26/2022	O - Sign	3962 N KICKAPOO AVE	SUPERIOR NEON SIGNS	NEW INSTALLATION	3,500
20220884	8/26/2022	O - Sign	3962 N KICKAPOO AVE	SUPERIOR NEON SIGNS	NEW INSTALLATION	2,500
20220851	8/22/2022	O - Sign	1533 N HARRISON AVE	YEARWOOD DESIGN WORKS	NEW	0
20220830	8/18/2022	O - Sign	4903 N UNION SUITE 127	INSIGNIA SIGNS INC	WALL SIGN	0
20220792	8/9/2022	O - Sign	901 E 35TH ST	GENERAL LIGHTING AND SIGN SERVICES INC	WALL SIGN	0
20220904	8/31/2022	P - Plumbing	9 COMANACHE	JIMMYS PLUMBING	GAS PRESSURE TEST	0
20220900	8/30/2022	P - Plumbing	1606 N BROADWAY AVE	HUBBARD PLUMBING LLC	GAS EXTENSION	0
20220894	8/26/2022	P - Plumbing	3903 N HARRISON	HI-TECH PLUMBING	REROUTE	0
20220893	8/26/2022	P - Plumbing	602 E HIGHLAND ST	DALE'S PLUMBING	REPAIR SERVICE	0
20220891	8/26/2022	P - Plumbing	424 S LOUISA	COWBOYS PLUMBING	CHANGE OUT	0

Square Feet	Total Fees
0	
0	
0	
60	$50.00
162	$50.00
81	$50.00
162	$50.00
0	$50.00
0	$50.00
0	$50.00
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
20220890	8/26/2022	P - Plumbing	905 BUCK DR	COWBOYS PLUMBING	REPLACE	0
20220878	8/25/2022	P - Plumbing	1227 SHERRY LN	DALES PLUMBING	REPLACE	0
20220877	8/25/2022	P - Plumbing	120 E PULASKI ST	NORMAN PLUMBING	CHANGE OUT / MISC	0
20220876	8/25/2022	P - Plumbing	39 TIMBER CREEK DR	NORMAN PLUMBING	CHANGE OUT / MISC	0
20220875	8/25/2022	P - Plumbing	4406 BRYANT VIA	CS PLUMBING	MISC	0
20220872	8/25/2022	P - Plumbing	719 N PENNSYLVANIA	PERFECTION PLUMBING	REMODEL	0
20220871	8/25/2022	P - Plumbing	913 N POTTENGER	PERFECTION PLUMBING	REMODEL	0
20220866	8/24/2022	P - Plumbing	920 E WHITAKER	COMPLETE PLUMBING, LLC	PRESSURE TEST	0
20220864	8/24/2022	P - Plumbing	101 HARDESTY DR	STANFIELD PLUMBING	MISC WORK	0
20220860	8/24/2022	P - Plumbing	5110 N HARRISON AVE	CND PLUMBING	REMODEL	0
20220857	8/24/2022	P - Plumbing	1923 N BELL	ACOCK CLIMATE CONTROL	REMODEL	0
20220855	8/23/2022	P - Plumbing	801 W FORD	STANLEY PLUMBING SERVCIES, LLC	METER RESET	0
20220854	8/23/2022	P - Plumbing	2220 N CHAPMAN AVE	STANLEY PLUMBING SERVCIES, LLC	METER RESET	0
20220847	8/22/2022	P - Plumbing	514 N MEAD AVE	JIMMY PLUMBING	plumbing remodel	0
20220833	8/18/2022	P - Plumbing	32 E DUNLOUP RD	OCEAN AIR LLC	SANITARY SEWER REPIPE	0
20220826	8/18/2022	P - Plumbing	711 W DEWEY	DALES PLUMBING	NEW SERVICE	0
20220814	8/16/2022	P - Plumbing	1517 N PARK	ALL ABOUT PLUMBING	REPLACE	0

Square Feet	Total Fees
0	$54.50
0	$54.50
0	$104.50
0	$104.50
0	$54.50
0	$54.50
0	$104.50
0	$54.50
0	$54.50
0	$879.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220799	8/10/2022	P - Plumbing	1305 N KICKAPOO	GREGORY W SMITH PLUMBING	REPAIR	0
20220789	8/9/2022	P - Plumbing	222 E MAIN ST	CARTWRIGHT PLUMBING LLC	ADD ON	0
20220787	8/8/2022	P - Plumbing	908 OVERLAND CT	ALL ABOUT PLUMBING	WATER SERVICE	0
20220783	8/5/2022	P - Plumbing	431 E WALLACE	DALES PLUMBING	REPAIR	0
20220780	8/4/2022	P - Plumbing	901 E 35TH ST #101	JIMMYS PLUMBING	GAS PRESSURE TEST	0
20220776	8/3/2022	P - Plumbing	915 E HIGHLAND	DALES PLUMBING	REPAIR	0
20220769	8/1/2022	P - Plumbing	4420 N KICKAPOO AVE STE 800	STANFIELD PLUMBING	SEWER REPAIR	0
20220852	8/22/2022	P - Well	16504 STEVENS RD	LOMAN DRILLING	WATER WELL	0
20220825	8/22/2022	P - Well	14 JONCO RD	LOMAN DILLING	WATER WELL	0
20220846	8/22/2022	PC - Deed Approval	5002 CHAUNCEY LN	KISHWAUKEE ENTERPRISES, LLC	DEED APPROVAL	0
20220845	8/22/2022	PC - Lot Split	5002 CHAUNCEY LN	KISHWAUKEE ENTERPRISES, LLC	LOT SPLIT	0
20220803	8/12/2022	PC - Plat - Preliminary	7109 N KICKAPOO	I.H. DEVELOPMENT, LLC	PRELIMINARY PLAT	0
20220816	8/16/2022	PC - PUD (Planned Unit Development)	7109 N KICKAPOO	I.H. DEVELOPMENT, LLC	PRELIMINARY PLAT	0
20220806	8/12/2022	PC - Zoning Change	4031 N UNION	DAVID & AMIE MCDANIEL	REZONING	0
20220804	8/12/2022	PC - Zoning Change	1910 W BENEDICT	CHRISTOPHER GOBER	REZONE	0
20220805	8/12/2022	PC - Zoning Variance	4031 N UNION	DAVID & AMIE MCDANIEL	REZONE	0

Square Feet	Total Fees
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$54.50
0	$429.50
0	$100.00
0	$100.00
0	$50.00
0	$75.00
0	$831.00
0	
0	
0	
0	
	$20,594.40

Total Records: 139

Regular Board of Commissioners 2. c.

Meeting Date: 09/19/2022

Maintenance Bonds

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of public improvements for Maple Grove Addition and place maintenance bonds and irrevocable letter of credit into effect.

Attachments

Maple Grove

Office of Engineering

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

Date: September 15, 2022

To: City Commission

From: Seth Barkhimer, PE, Director of Engineering

Subject: Maple Grove Addition – Acceptance of Public Improvements

Background: The public improvements associated with the Maple Grove Addition have been completed and are ready to be accepted by the City. The development is located on 39th Street, east of Harrison Street. As required, the developer paid 100% of the construction costs.

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

Financial Impact: N/A

Attachment: Maintenance Bonds & Letter of Credit

Staff Recommendation: Acceptance of the improvements.

Liberty Mutual SURETY

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Central Contracting Services, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee
at Shawnee, OK
(hereinafter called the Obligee), in the penal sum of Twenty Thousand and no/100---------- ($20,000.00———)
for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: July 6, 2022 .

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for
Water Improvements – Maple Grove Addition

and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of twenty four (24) months from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston , Massachusetts , promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Central Contracting Services, Inc	The Ohio Casualty Insurance Company
(Principal)	
By: James L Tipken	By: Tina E Switzer
James L. Tipken, President	(Attorney-in-Fact) Tina E. Switzer

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

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: **8204806 - 976426**

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, Andy Alsip; Anthony Vogt; Donna Gehrki; J. Michael Suddock; Michael J. Bauman; Susan E. Wood; Tina E. Switzer

all of the city of Oklahoma 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 3rd day of February, 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 3rd day of February, 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 6th day of July, 2022.

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.

Liberty Mutual
SURETY

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,
Central Contracting Services, Inc.

as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto
City of Shawnee
at Shawnee, OK
(hereinafter called the Obligee), in the penal sum of Fourteen Thousand Five Hundred and no/100----
($14,500.00----)
for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated: July 6, 2022 .

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee for
Sewer Improvements – Maple Grove Addition
and,

WHEREAS, the work called for under said contract has now been completed and accepted by said Obligee;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall for a period of twenty four (24) months from and after the date of the completion of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in the event of any default on the part of the Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its home office in the city of Boston , Massachusetts , promptly and in any event within ten (10) days after the Obligee or his representative shall learn of such default; and that no claim, suit or action by reason of any default of the Principal shall be brought hereunder after the expiration of thirty days from the end of the maintenance period as herein set forth.

Central Contracting Services, Inc
(Principal)

By: James L Tipken
James L. Tipken, President

The Ohio Casualty Insurance Company

By: Tina E Switzer
(Attorney-in-Fact) Tina E. Switzer

THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE

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

Certificate No: **8204806 - 976426**

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all of the city of Oklahoma 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 3rd day of February, 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 3rd day of February, 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
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
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 6th day of July, 2022.

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.

00001080014018%1470%07052022%000000000000000

IRREVOCABLE LETTER OF CREDIT

Borrower: 39th Street Project, LLC
PO Box 8
Ada, OK 74821

Lender: Vision Bank NA
Ada Main Street
101 E Main St
PO Box 669
Ada, OK 74821-0669

Beneficiary: City of Shawnee
222 N Broadway
Shawnee, OK 74802

NO.: 1080014018

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 07-05-2023 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Forty-one Thousand & 00/100 Dollars ($341,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Vision Bank NA IRREVOCABLE LETTER OF CREDIT NO. 1080014018 DATED 07-05-2022," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and

B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oklahoma without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Oklahoma.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Dated: July 5, 2022

LENDER:

VISION BANK NA

By: for Chad Lancaster
Chad Lancaster, Executive Vice President

ENDORSEMENT OF DRAFTS DRAWN:

Date	Negotiated By	Amount In Words	Amount In Figures

LaserPro, Ver. 22.1.0.044 Copr. Finastra USA Corporation 1997, 2022. All Rights Reserved. - OK L:\CFI\LPL\C43LOC.FC TR-42041 PR-10

Regular Board of Commissioners 2. d.

Meeting Date: 09/19/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a Sanitary Sewer Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

Attachments

Easement

The City of Shawnee
Office of the City Clerk
16 West 9th Street
Shawnee, OK 74802-1448

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT LIVE ORANGE, LLC. its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF SHAWNEE**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in POTTAWATOMIE County, Oklahoma, shown on **Attachment "A" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing sanitary sewer/wastewater systems and associated facilities, connections, and appurtenances thereto and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Drainage, Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Drainage, Streets and/or Utility Systems, or provide services or functions. The Grantee only maintains Drainage, Streets and/or Utility Systems constructed and owned by the Grantees and Drainage, Streets and/or Utility Systems constructed by others and specifically conveyed to and accepted by formal action of the governing body of the Grantees.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. The Grantees are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

LIVE ORANGE, LLC.

Dated this 1 day or September, 2022. By: _____
GREG BROWN, MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

This instrument was acknowledged before me on this 1 day of September, 2022 by **GREG BROWN** as **Manager** of **LIVE ORANGE, LLC.**

Naomi Kay Hurst NOTARY #21009569 EXP. 07/22/2025 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 07-22-2025
My Commission No. 21009569

_____
Notary Public

ACCEPTED by The City of Shawnee
this _____ day of _____, 20_____.

_____
City Clerk

REVIEWED for form and legality

_____
Municipal Counselor

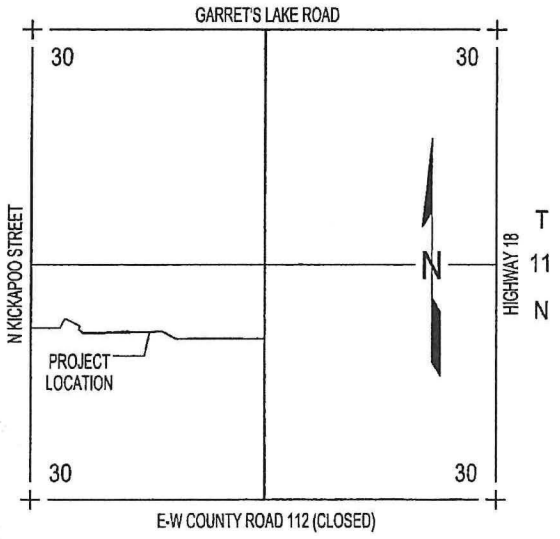


SCALE: 1" = 100'

GRAPHIC SCALE IN FEET

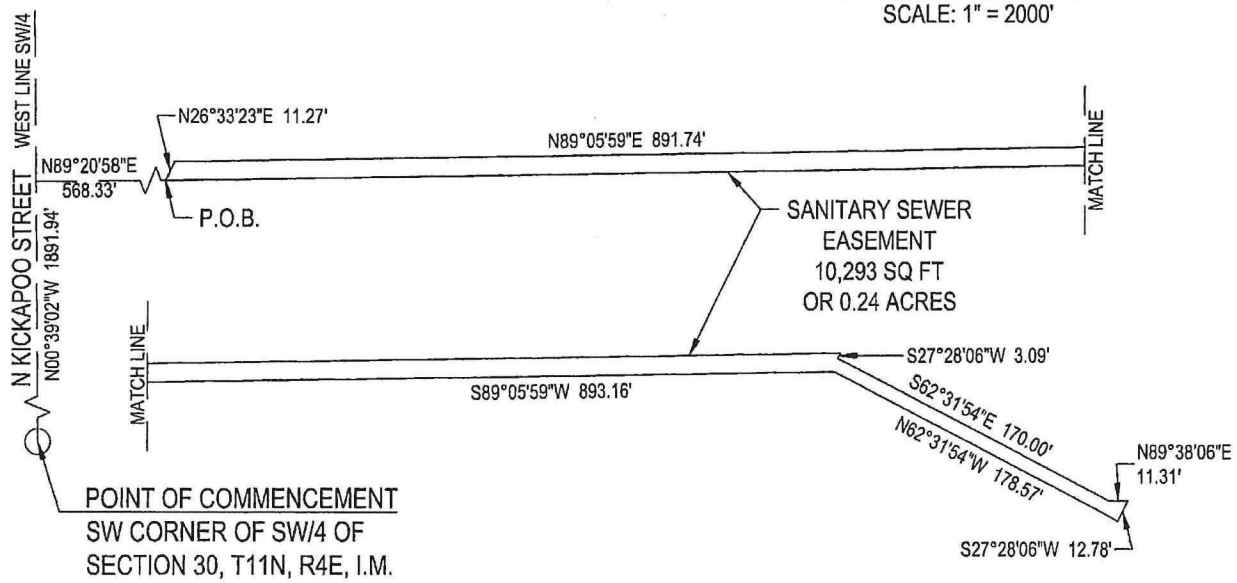
100 0 100

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'



LEGAL DESCRIPTION

A tract of land situate within the Southwest Quarter (SW/4) of Section Thirty (30), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.), Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said SW/4; thence
N 00° 39' 02" W along the West line of said SW/4 a distance of 1891.94 feet; thence
N 89° 20' 58" E a distance of 568.33 feet to the POINT OF BEGINNING; thence

N 26° 33' 23" E a distance of 11.27 feet; thence
N 89° 05' 59" E a distance of 891.74 feet; thence
S 27° 28' 06" W a distance of 3.09 feet; thence
S 62° 31' 54" E a distance of 170.00 feet; thence
N 89° 38' 06" E a distance of 11.31 feet; thence
S 27° 28' 06" W a distance of 12.78 feet; thence
N 62° 31' 54" W a distance of 178.57 feet; thence
S 89° 05' 59" W a distance of 893.16 feet to the POINT OF BEGINNING.

Said tract contains 10,293 Sq Ft or 0.24 Acres, more or less.

DRAWING: G:\20615900_TRAILSEND\INFRASTRUCTURE\SURVEY\DWG\EXHIBITS\OFFSITE EASEMENTS.DWG

SANITARY SEWER EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099
Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com
CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2024

SHEET NO.: 1 of 1
DATE: 08/31/22
PROJECT NO: 20615900

Regular Board of Commissioners 2. e.

Meeting Date: 09/19/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a Drainage Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

Attachments

Easement

The City of Shawnee
Office of the City Clerk
16 West 9th Street
Shawnee, OK 74802-1448

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT LIVE ORANGE, LLC. its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF SHAWNEE**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in POTTAWATOMIE County, Oklahoma, shown on **Attachment "A" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing storm sewer drainage systems and associated facilities, connections, and appurtenances thereto and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Drainage, Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Drainage, Streets and/or Utility Systems, or provide services or functions. The Grantee only maintains Drainage, Streets and/or Utility Systems constructed and owned by the Grantees and Drainage, Streets and/or Utility Systems constructed by others and specifically conveyed to and accepted by formal action of the governing body of the Grantees.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. The Grantees are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

LIVE ORANGE, LLC.

Dated this 1 day or September, 2022.

By: _____
GREG BROWN, MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

This instrument was acknowledged before me on this 1 day of September, 2022 by **GREG BROWN** as **Manager** of **LIVE ORANGE, LLC.**

Naomi Kay Hurst NOTARY #21009569 EXP. 07/22/2025 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 07.22.2025
My Commission No. 21009569

_____
Notary Public

ACCEPTED by The City of Shawnee
this _____ day of _____, 20____.

_____
City Clerk

REVIEWED for form and legality

_____
Municipal Counselor

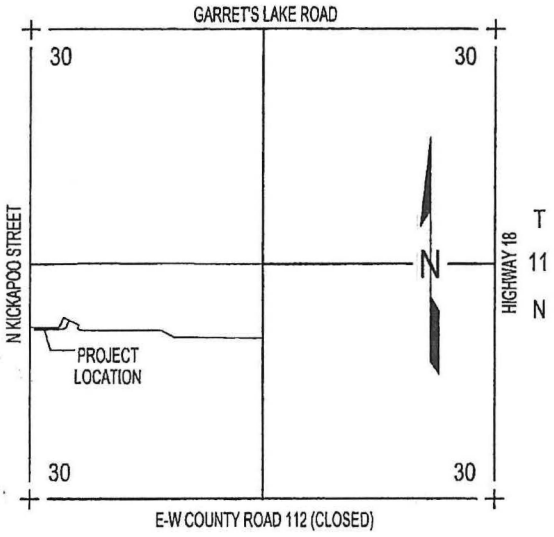


SCALE: 1" = 80'

GRAPHIC SCALE IN FEET

80 0 80

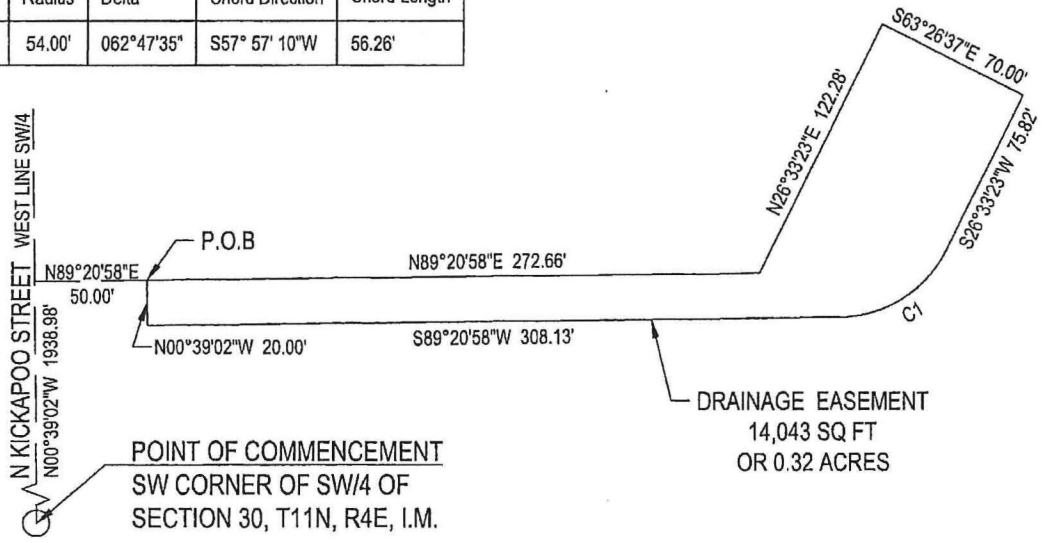
BASIS OF BEARING = WEST LINE OF THE SW/4 OF SECTION 30, T11N, R4E, I.M. (N00°39'02"W)



LOCATION MAP

SCALE: 1" = 2000'

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	59.18'	54.00'	062°47'35"	S57° 57' 10"W	56.26'



LEGAL DESCRIPTION

A tract of land situate within the Southwest Quarter (SW/4) of Section Thirty (30), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.), Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said SW/4; thence
N 00° 39' 02" W along the West line of said SW/4 a distance of 1938.98 feet; thence
N 89° 20' 58" E a distance of 50.00 feet to the POINT OF BEGINNING; thence

N 89° 20' 58" E a distance of 272.66 feet; thence
N 26° 33' 23" E a distance of 122.28 feet; thence
S 63° 26' 37" E a distance of 70.00 feet; thence
S 26° 33' 23" W a distance of 75.82 feet to a point of curvature to the right; thence
59.18 feet along the arc of said curve having a radius of 54.00 feet,
subtended by a chord of 56.26 feet which bears S 57° 57' 10" W; thence
S 89° 20' 58" W a distance of 308.13 feet; thence
N 00° 39' 02" W a distance of 20.00 feet to the POINT OF BEGINNING.

Said tract contains 14,043 Sq Ft or 0.32 Acres, more or less.

DRAINAGE EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276 |
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2024

SHEET NO.: 1 of 1
DATE: 08/31/22
PROJECT NO.: 20615900

DRAWING: G:\20615900_TRAILSEND\INFRASTRUCTURE\SURVEY\DWG\EXHIBITS\OFFSITE EASEMENTS.DWG

Regular Board of Commissioners 2. f.

Meeting Date: 09/19/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of a Water Line Easement from Live Orange, LLC for property located in Section Thirty (30), Township Eleven (11) North, Range Four (4).

Attachments

Easement

The City of Shawnee
Office of the City Clerk
16 West 9th Street
Shawnee, OK 74802-1448

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT LIVE ORANGE, LLC. its successors, and assigns (collectively "Grantor") for and in consideration of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey unto the **CITY OF SHAWNEE**, a municipal corporation, and its public trusts (collectively "Grantees") this Permanent Easement over, under, across, through and to the following described property situated in POTTAWATOMIE County, Oklahoma, shown on **Attachment "A" ("Subject Property")** for the use of the **Grantees** for the purpose of constructing, operating, maintaining, repairing, expanding, and replacing water systems and associated facilities, connections, and appurtenances thereto and including the right of ingress and egress through Grantor's property to and from the Subject Property and all right, title and interest in and to any soil, earthen material, fixture, and appurtenances within the boundaries of the Subject Property, incidentally removed during the use of this Permanent Easement.

THIS EASEMENT IS MADE SUBJECT TO THE FOLLOWING:

1. Grantor agrees that no building or other similar structure shall be erected on, over or under the Subject Property.
2. Grantor agrees that Grantees will not maintain, repair or replace Grantor's improvements, including but not limited to fencing, landscaping, sprinklers, pools, sheds, mailboxes, driveways and parking areas whenever it becomes necessary to move or remove improvements, due to any operation, maintenance, replacement, expansion, or repair of the Drainage, Streets and/or Utility Systems.
3. This Permanent Easement does not create an obligation upon the Grantees to construct, operate, maintain, replace, expand or repair the Drainage, Streets and/or Utility Systems, or provide services or functions. The Grantee only maintains Drainage, Streets and/or Utility Systems constructed and owned by the Grantees and Drainage, Streets and/or Utility Systems constructed by others and specifically conveyed to and accepted by formal action of the governing body of the Grantees.
4. The Grantees do not own the creek, river, lake, detention pond, drainage canal, if any, on or adjacent to the Subject Property by virtue of this Permanent Easement. The Grantees are not legally responsible nor does this Permanent Easement create an obligation upon the Grantees for changes, alterations and modifications to any part or parts of the Subject Property described herein, in the past, present or future, which may be affected in any manner by any change or changes in the course of the creek or waterway, by any accretion or erosion, or evulsion, or alluvion or combination thereof, touching or concerning any part of said Subject Property.

This Permanent Easement shall be perpetual and exclusive to Grantees and shall run in favor of the respective parties, hereto, their successors and assigns.

LIVE ORANGE, LLC.

Dated this 1 day or September, 2022. By: _____
GREG BROWN, MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

This instrument was acknowledged before me on this 1 day of September, 2022 by **GREG BROWN** as **Manager** of **LIVE ORANGE, LLC.**

Naomi Kay Hurst NOTARY #21009569 EXP. 07/22/2025 PUBLIC STATE OF OKLAHOMA

My Commission Expires: 07/22/2025
My Commission No. 21009569

_____
Notary Public

ACCEPTED by The City of Shawnee
this _____ day of _____, 20____.

_____
City Clerk

REVIEWED for form and legality

_____
Municipal Counselor

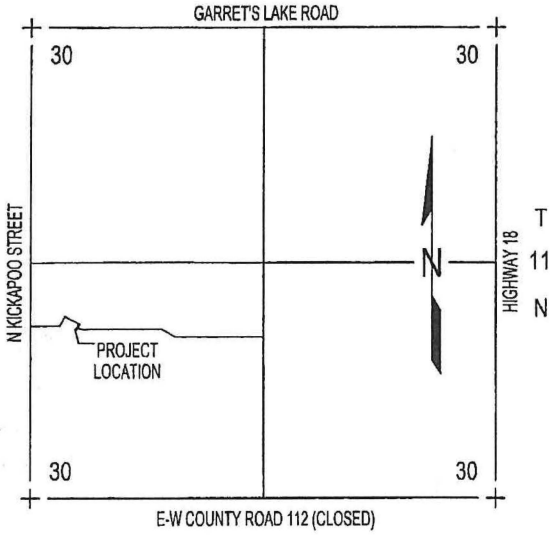


SCALE: 1" = 40'

GRAPHIC SCALE IN FEET

40 0 40

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'

CURVE TABLE					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	27.06'	60.00'	025°50'31"	N39° 28' 39"E	26.83'
C2	33.76'	85.00'	022°45'30"	S39° 28' 39"W	33.54'

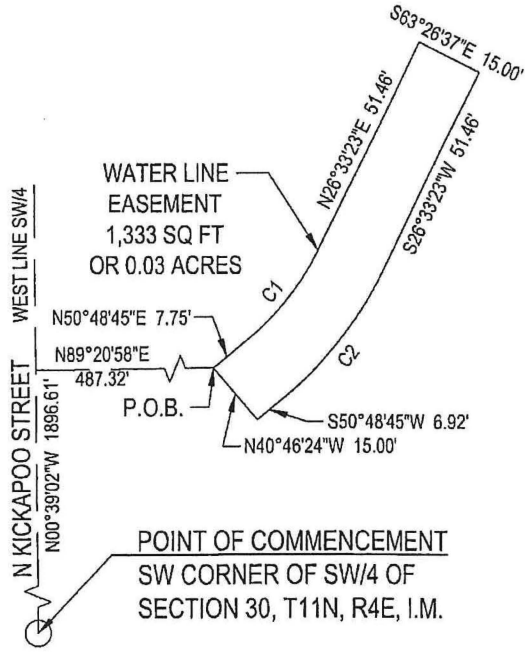
LEGAL DESCRIPTION

A tract of land situate within the Southwest Quarter (SW/4) of Section Thirty (30), Township Eleven North (T11N), Range Four East (R4E) of the Indian Meridian (I.M.), Shawnee, Pottawatomie County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest corner of said SW/4; thence
N 00° 39' 02" W along the West line of said SW/4 a distance of 1896.61 feet; thence
N 89° 20' 58" E a distance of 487.32 feet to the POINT OF BEGINNING; thence

N 50° 48' 45" E a distance of 7.75 feet to a point on a non-tangent curve to the left; thence
27.06 feet along the arc of said curve having a radius of 60.00 feet, subtended by a chord of 26.83 feet which bears N 39° 28' 39" E; thence
N 26° 33' 23" E a distance of 51.46 feet; thence
S 63° 26' 37" E a distance of 15.00 feet; thence
S 26° 33' 23" W a distance of 51.46 feet to a point on a non-tangent curve to the right; thence
33.76 feet along the arc of said curve having a radius of 85.00 feet, subtended by a chord of 33.54 feet which bears S 39° 28' 39" W; thence
S 50° 48' 45" W a distance of 6.92 feet; thence
N 40° 46' 24" W a distance of 15.00 feet to the POINT OF BEGINNING.

Said tract contains 1,333 Sq Ft or 0.03 Acres, more or less.



WATER LINE EASEMENT - ATTACHMENT A

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
405.787.6270 | 405.787.6276
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2024

SHEET NO.: 1 of 1
DATE: 08/31/22
PROJECT NO.: 20615900

DRAWING: G:\20615900_TRAILSEND\INFRASTRUCTURE\SURVEY\DWG\EXHIBITS\OFFSITE EASEMENTS.DWG

Regular Board of Commissioners 2. g.

Meeting Date: 09/19/2022

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 2 Fry Tract, 17404 Magnino Road
From: Marta Land
To: Megan Lincoln and Jodi Ayers

Attachments

Lake Lease

Community
Development
Department

City of Shawnee
OKLAHOMA

222 N Broadway
Shawnee, OK 74801
405-878-1666
cosinspections@shawneeok.org

Shawnee Twin Lakes Cabin Site Leases
Summary Report – For Renewals & Transfers

Date: 9/2/2022	**License No.:** 5535
Type:	☐ Renewal ■ Transfer
Commission Meeting Date:	09/19/2022
Property Address	17404 Magnino
Lake Site Location	Fry Tract Lot 2
Lease Dates	09/19/2022
Lease Fee	09/18/2052
Inspection Fee	**$75.00 Applicable:** ■ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Megan Lincoln & Jodi Ayers
Address	401 Dana Ln, McLoud, OK 74851 / 1307 N Beard St, Shawnee, OK 74801
Email	raganlincoln@yahoo.com; jodiayers@rocketmail.com
Phone	405.323.0835 / 817.932.2162
Current Lessee (Transfer From)	
Name(s)	Marta Land
Address	17404 Magnino, Shawnee, OK 74801
Email	marta.land@sbcglobal.net
Phone	405.520.8790
Inspection Information	
Inspection Required	■ Yes ☐ No
DEQ Report on File	■ Yes ☐ No
Type of Septic	■ Conventional ☐ Aerobic
Last Inspected / Pumped	9.8.2022
Miscellaneous Comments	Ck 4511 - Lincoln - 537.50 Ck 1403 - Ayers - 537.50 Ck 7032 - Land - 761.00
Fees Collected	1836.00 - Rec 1545

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 # 5535 **TRACT NAME** Fry **LOT #** 2

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 9/19/2022 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

MEGAN LINCOLN & JODI AYERS,
401 DANA LN
MCLOUD, OK 74851

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **$761.00** dollars for **2022**, 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:

17404 MAGNINO RD

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

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

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

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

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe

condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rules or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house, or boat dock.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

_____
CITY CLERK

_____
PARTY OF THE SECOND PART

_____
PARTY OF THE SECOND PART

Regular Board of Commissioners 3.

Meeting Date: 09/19/2022

Memorandum of Understanding

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration and adoption of a Memorandum of Understanding between the Citizen Potawatomi Nation and the City of Shawnee for the transfer of wastewater infrastructure in the de-annexed area.

Attachments

Memorandum of Understanding

City Manager's Office

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

Date: September 15, 2022

To: City Commission

From: Andrea Weckmueller-Behringer, City Manager

Subject: Consider Approval of a Memorandum of Understanding between the Citizen Potawatomi Nation and the City of Shawnee for the transfer of wastewater infrastructure in the de-annexed area.

Background: The Continued Cooperation Agreement between the Citizen Potawatomi Nation (CPN) and the City of Shawnee, Oklahoma was adopted by the City Commission on September 20, 2021.

In the spirit of this Continued Cooperation Agreement, intergovernmental discussions have been ongoing, leading to increased incident response planning, coordination of maintenance responsibilities, and timely information exchange on capital improvement projects, among others.

- Extension of Fire Protection – To date, the CPN and the City have meet on several occasions to discuss and exchange information on service calls, tactical incident planning, joint hazardous material response planning, and the implementation of a Knox emergency access system.
- Joint Maintenance – The CPN and the City have established monthly coordination meetings, which have moved beyond maintenance commitments and now also extend to the mutual exchange of information on capital projects that may affect either jurisdiction.
- Transfer of Infrastructure – Several in-depth meetings have been held to discuss the orderly transfer of water and wastewater infrastructure, and multiple action items for both the CPN and the City are underway.

The CPN and the City mutually determined that the transfer of water and wastewater service and related infrastructure should occur in phases, with the turn-over of the wastewater infrastructure being first. As portions of the wastewater collection system will be redirected, the construction of a lift station is necessary. The proposed Memorandum of Understanding outlines the roles and responsibilities associated with this first step.

Financial Impact: None at this time.

Attachment: Memorandum of Understanding.

Staff Recommendation: Approval of the item.

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITIZEN POTAWATOMI NATION
AND
THE CITY OF SHAWNEE, OKLAHOMA

WHEREAS, the Citizen Potawatomi Nation ("Nation") is a federally recognized Indian tribe, with inherent sovereign powers of self-government;

WHEREAS, the City of Shawnee ("City") is a municipal government and political subdivision of the State of Oklahoma;

WHEREAS, both the City and the Nation previously entered into a Continued Cooperation Agreement in 2021, which is incorporated by reference herein, and which contemplated the transfer of certain utilities and infrastructure and decommissioning of equipment in the de-annexed territory referenced in the Continued Cooperation Agreement

WHEREAS, the objective of this MOU is to describe the transfer of and decommissioning of sewer infrastructure from the City to the Nation

1. The Parties agree that the City will transfer all its existing sewer infrastructure within the de-annexed territory to the Nation upon the Nation completing the construction of a lift station and other necessary equipment or infrastructure which will enable the Nation to serve the City's existing sewer customers in the de-annexed territory.
2. The Nation will notify the City when it has completed construction of the lift station necessary equipment and infrastructure and the City will effect the transfer and decommissioning by a separate writing.

IN WITNESS WHEREOF, the parties have executed this MOU effective this _____ day of _____, 2022.

Citizen Potawatomi Nation

By:_____
John A. Barrett, Tribal Chairman

City of Shawnee, Oklahoma

By:_____
Ed Bolt, Mayor

Regular Board of Commissioners 4.

Meeting Date: 09/19/2022

Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the purchase of five (5) traffic signal control cabinets at the estimated total of $95,000.00 from Signal Tek.

Attachments

Purchase

Public Works

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

Date: September 15, 2022

To: City Commission

From: Brad Schmidt, Public Works Director

Subject: Request for approval of traffic signal control cabinet purchase.

Background: Many of the signal cabinets throughout the City are at, or near, the end of their useful life, which makes repair difficult. This initial purchase will replace cabinets at five traffic signal locations and will allow for the opportunity to monitor and respond to issues more efficiently.

The five tentative locations are:

- 45th St. and Harrison Ave.
- Federal and Harrison Ave.
- Draper Ave. and Highland St.
- Main St. and Harrison Ave.
- Harrison Ave. and Highland St.

This is the first year of a multi-year plan to replace all control cabinets.

Financial Impact: $95,000 as budgeted in the Street Improvement Fund, Capital Outlay – Equipment, 302-0930-54500.

Attachment: Quotes.

Staff Recommendation: Approval of the item.

SIGNALTEK

P.O. Box 14788
Oklahoma City, OK 73113

(405) 524-1341

To:	City of Shawnee	**Contact:**	Ron Stacy
Address:	P.O. Box 1448	**Phone:**	(405) 214-4244
	Shawnee, OK 74802-1448	**Fax:**	
Project Name:	Shawnee, Cabinet Upgrades, Various Locations	**Bid Number:**	
Project Location:	Various Locations, Shawnee, OK	**Bid Date:**	8/31/2022

The following is a quotation for the above subject project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01001	TRAFFIC SIGNAL CONTROLLER ASSEMBLY	6.00	EACH	$19,000.00	$114,000.00

Total Bid Price: $114,000.00

Notes:

- This quote includes all equipment, labor, and materials to install new controller cabinets at the following locations in Shawnee:
  - 45th & Harrison
  - Federal & Harrison
  - Draper & Highland
  - Main & Harrison
  - Harrison & Highland
  - Wallace & Harrison
- We are bidding an Econolite Blue Series TS2 Type 2 cabinet assembly with MMU and all electronic plug-ins.
- The existing controllers and battery backup systems will be re-installed at each location.
- This pricing includes removal of the existing cabinets and delivery to the City of Shawnee.
- All work will be done in accordance with City of Shawnee and ODOT standards.
- All construction traffic control (4 way stop) will be done in accordance with MUTCD standards.

19,000.00
5
95,000.00

Payment Terms:

Terms for Payment are NET 30 days from date of our invoice.

3LL-5-0930-54500

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **SignalTek** **Authorized Signature:** _____ **Estimator:** Walter Floyd (405) 524-1341 estimating@tlsokc.com

MIDSTATE TRAFFIC CONTROL, INC.
12501 N SANTA FE AVE
OKLAHOMA CITY, OK 73114
PH: 405.751.6227 FX: 405.751.8338

QUOTE

PROJECT # SHAWNEE UPGRADES
BID DATE: 9/1/2022

ITEM	DESCRIPTION	UNIT	BID QTY	UNIT PRICE	BID
1	REPLACE SIGNAL CABINETS	EA	6	22,264.00	133,584.00

UPGRADE LOCATIONS

45TH & HARRISON
FEDERAL & HARRISON
DRAPER & HARRISON
MAIN & HARRISON
HIGHLAND & HARRISON
WALLACE & HARRISON

22264.00
5
111,320.00

NOTES

1. PRICE INCLUDES INSTALLATION OF NEW TS2-2 CABINET, MMU & ALL PLUG-INS.
2. PRICE INCLUDES REMOVING & REINSTALLING BATTERY BACK UP UNITS
3. CITY TO PROVIDE CONTROLLER IF EXISTING CANNOT BE USED
4. TRAFFIC CONTOL BY THE CITY OF SHAWNEE
5. **DUE TO THE VOLATILITY OF MATERIAL AVAILABILITY AND PRICING FROM OUR SUPPLIERS, WE MUST BE NOTIFIED OF ACCEPTANCE WITHIN 30 DAYS OF DATE QUOTED OR PRICES WILL BE SUBJI**

Len Scantling - Executive Vice President

SHAWNEE, OKLAHOMA

HARRISON & 45TH ST.
HARRISON & FEDERAL
HARRISON & DRAPER
HARRISON & MAIN
HARRISON & HIGHLAND
HARRISON & WALLACE

SIGNAL CABINET REPLACEMENT

Traffic Signals Inc.
EQUAL OPPORTUNITY EMPLOYER
tsisig@yahoo.com
(405) 341-3101
FAX (405) 348-7489

9/9/2022

TRAFFIC SIGNAL CONTROLLER CABINET REPLACEMENT $ 26,250.00 EACH

$ 157,500.00 TOTAL

26,250.00
5
131,250.00

TRAFFIC SIGNAL CONTROLLER CABINET ECONOLITE TS2/TYPE2
LOAD SWITCHES, FLASHER AND FTR AS NEEDED.
NEW MMU
MISC HARDWARE, CABLES, AND MATERIALS
TRAFFIC CONTROL & MOBILIZATION

REUSE EXISTING WIRING, CABINET PAD AND CONTROLLER
RELOCATE EXISTING BBU
ADDITIONAL COST FOR ANY ADDITIONAL WIRING

Regular Board of Commissioners 5.

Meeting Date: 09/19/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 1910 West Benedict Street from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District). Case No. RZ11-22, Applicant: Chris Gober.

Attachments

Staff Report

Community Development

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

Date: September 15, 2022

To: City Commission

From: Rian Harkins, Community Development Director

Subject: Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to R-1 (Single-Family Residential District) the property at 1910 W. Benedict Street.
Case No. RZ11-22 | Applicant: Chris Gober

Background: The applicant has requested additional time before the public hearing.

At its regular meeting on September 7, 2022, the Planning Commission voted to defer the rezoning request Case No. RZ11-22 until its next meeting on October 5, 2022.

Financial Impact: Not Applicable

Attachment: Not Applicable

Recommendation: Defer the public hearing of Case No. RZ11-22 to the October 17, 2022, meeting of the Shawnee City Commission.

Regular Board of Commissioners 6.

Meeting Date: 09/19/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 4029 and 4031 North Union Avenue from R-1 (Single-Family Residential District) to C-3 (Highway Commercial District). Case No. RZ12-22, Applicant: David and Amie McDaniel.

Attachments

Staff Report

Community Development

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

Date: September 15, 2022

To: City Commission

From: Rian Harkins, Community Development Director

Subject: Public hearing and consideration of a request to rezone from R-1 (Single-Family Residential District) to C-3 (Highway Commercial District) the properties at 4029 & 4031 N. Union Avenue.
Case No. RZ12-22 | Applicants: David & Jamie McDaniel

Background: The applicant has requested additional time before the public hearing.

At its regular meeting on September 7, 2022, the Planning Commission voted to defer the rezoning request Case No. RZ12-22 until its next meeting on October 5, 2022.

Financial Impact: Not Applicable

Attachment: Not Applicable

Recommendation: Defer the public hearing of Case No. RZ12-22 to the October 17, 2022, meeting of the Shawnee City Commission.

Regular Board of Commissioners 7.

Meeting Date: 09/19/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Rehabilitation of High Hazard Potential Dams Grant Agreement between the City of Shawnee and Oklahoma Water Resources Board.

Attachments

HHPD Grant

Office of Engineering

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

Date: September 15, 2022

To: City Commission

From: Seth Barkhimer, Director of Engineering

Subject: Consideration of a Rehabilitation of High Hazard Potential Dams Grant Agreement

Background: Previously, the City Commission authorized the submission of an application for the Oklahoma Water Resource Board's (OWRB) High Hazard Potential Dams (HHPD) Grant. The proposed grant agreement will provide 65%, or up to $65,000, for field investigation and design for the Shawnee Twin Lake Dam #1. Acceptance of this design grant also positions the City well for future grant opportunities covering construction through the same OWRB HHPD program.

The funding agreement provided, outlines the understanding between the OWRB and the City of Shawnee. Staff recommends approval of the grant agreement.

Financial Impact: $35,000 to Capital Outlay-Equipment, 501-5-1020-54200.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

OKLAHOMA WATER RESOURCES BOARD

REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT AGREEMENT between City of Shawnee, Pottawatomie County and Oklahoma Water Resources Board

This Agreement, dated as of the date of the last signature herein but to be effective as provided below, by and between the City of Shawnee, Pottawatomie County (hereinafter "Sub-applicant"), and the Oklahoma Water Resources Board, an agency of the State of Oklahoma and recipient of the Federal Emergency Management Agency's Rehabilitation of High Hazard Potential Dams (HHPD) Grant,

In accepting said grant, Sub-applicant duly acknowledges and agrees that in all regards and respects, Sub-applicant must and shall comply with the requirements of all applicable federal and state statutory provisions and all Oklahoma Water Resources Board (the "Board") rules, regulations and the Rehabilitation of High Hazard Potential Dams (HHPD) Grant Program applicable grant policies. Attached are the FY 2021 HHPD grant conditions and regulations. Without limiting the generality of the foregoing, Sub-applicant agrees as follows:

1. **Description of approved project** This grant has been approved by the Board for Sub-applicant's project which shall consist of the Shawnee City Lake No. 1 Rehabilitation Study; the scoping narrative for the project is attached hereto as **Attachment 1**.

2. **Determination of amount of grant** The amount of this grant shall not exceed 65 percent of the eligible activity costs or the amount of $65,000.00 whichever is less.

3. **Creation and maintenance of separate account** As a prerequisite to receiving grant funds from the Board, Sub-applicant shall establish to the satisfaction of the Board staff, a special and separate federally insured account entitled "Oklahoma Water Resources Board HHPD Grant Account" (hereinafter referred to as "HHPD Grant Account") through which the grant proceeds shall be administered and accounted for by Sub-applicant. Prior to the Board's release of any grant funds, Sub-applicant shall file a letter with the Board identifying the account number for the HHPD Grant Account. Sub-applicant shall then submit to the Board a monthly invoice detailing the project activities to be funded and the proposed cost of those activities. Once the Board has deemed the proposed activities listed in the invoice are eligible for HHPD Rehab Grant funding and are within the approved scope of work, the Board shall make payment of the grant matching funds, up to 65%of the total eligible activity cost as defined above in Section 2, to the HHPD Grant Account. Sub-applicant shall then expend funds from the account only as permitted in this HHPD Grant Agreement, Board rules, and FEMA Guidelines.

4. **Expenditure of funds in grant account only for authorized Project purposes** Sub-applicant shall disburse or expend funds from the HHPD Grant Account only toward eligible and authorized purposes for the Project approved by the Board. Authorized Project costs include technical, planning, design, and other pre-construction activities. Construction and renovation costs are not allowable for FY 2021 HHPD grant. Any amount of grant funds expended from the HHPD Grant Account for unauthorized purposes shall be repaid by Sub-applicant to the Board, together with payment of interest accrued from the date of the expenditure at the maximum rate allowed by law, no later than thirty (30) days after the date of written demand from Board staff. Reimbursements for eligible activities are only applicable for approved activities to be completed after the finalization of this agreement. Sub-applicant shall maintain proper books, records, and supporting documentation (such as invoices, billing statements, and canceled checks drawn on the HHPD Grant Account) showing to the satisfaction of the Board staff the amounts and purposes of all expenditures from the HHPD Grant Account and shall make the same available for inspection and examination by the Board. Any disbursement of grant funds without adequate supporting documentation shall be deemed to be an unauthorized expenditure of grant funds which Sub-applicant shall repay to the Board with interest as provided above. Sub-applicant shall direct to the Board staff any and all questions regarding whether an expenditure is authorized prior to making the expenditure.

5. **Time limit to file for reimbursement; expiration of approval** All reimbursement invoices for eligible project activities must be received by the Board by June 15, 2024. If the project is unable to be completed by June 15, 2024, the Sub-applicant shall submit a request for a project extension. If the extension is determined by the Board to be necessary and appropriate, the Board or its staff may permit additional time, but no later than September 15, 2024, to file an acceptable reimbursement invoice. The approval of this grant shall not extend past September 15, 2024 without prior approval from the grantor (FEMA). If an acceptable reimbursement is not received on or before September 15, 2024, then the approval of this grant shall expire and no grant funds will be released to Sub-applicant, unless authorized by the grantor.

6. **Return of unexpended grant funds** Sub-applicant shall return to the Board any unexpended grant funds, including any unexpended contingencies funds, within thirty (30) days after completion of the construction of the Project or within thirty (30) days from Sub-applicant's receipt of all invoices, whichever is later.

7. **Recipient Cost Share** Sub-applicant will provide documentation to the Board showing the appropriate amount of recipient cost share is available for the grant.

8. **Additional Requirements** Sub-applicant may be subject to additional requirements as may be directed by the Board in accordance with the HPPD Grant Program and associated procedures for implementing the program. The Board may require additional documentation or information as needed to meet any of the requirements of the HPPD Grant Program.

In consideration of Sub-applicant's agreement to these terms and conditions, Sub-applicant has entered into and signed this HHPD Grant Agreement this _____ day of _____, 20___.

OKLAHOMA WATER RESOURCES BOARD

_____
ATTEST: Matt Muller, Chairman

_____
Jennifer Castillo, Secretary

(BOARD SEAL)

* * * * *

Reviewed by:

Yohanes Sugeng, Chief
Engineering and Planning Division

Attest:

By: _____

Title: _____

City of Shawnee, Pottawatomie County Oklahoma

Andrea Weckmueller-Behringer, City Manager

Date: _____

ATTACHMENT 1

FEMA HHPD Grant Application OWRB Submission
Scope of Work
By City of Shawnee, Seth Barkhimer, PE, Director of Engineering
[Following pages]

FEMA HHPD GRANT APPLICATION

OWRB Submission

Seth Barkhimer, PE
Director of Engineering
seth.barkhimer@shawneeok.org
405.878.1506

Scope of Work:

Overall Outline:

- Field Investigation
- Laboratory Testing
- Analysis and Recommendation
- Design Development
- Final Design

Detailed Scope:

- **Field Investigation:**
  A total of four (4) boring to be drilled for the project near the west end of the dam. Two (2) borings will be spaced along the crest of the dam to estimated depths of 50 feet and two (2) borings will be drilled along the toe of the dam to an estimated depth of 30 feet.

  Sampling will be in general accordance with industry procedures wherein Shelby tube samples, split-barrel samples, and/or hand auger samples are obtained. Four samples will be obtained within the upper ten feet of each boring and at intervals of five feet thereafter or wherever there is a change in soil type. In addition, groundwater levels will be recorded during and immediately after drilling. Groundwater levels will also be measured approximately 24 hours after drilling has been completed. Soil samples will be collected and classified in the field and then be transported to our laboratory in appropriate sample containers for further testing.

  The borings will be supplemented with Cone Penetration Test (CPT), soundings. A CPT will occur adjacent to each boring to develop a continuous profile of the soil properties in terms of shear strength and compressibility.

  A geophysical investigation consisting of shear wave testing to evaluate the depth of bedrock consistency and the shear wave characteristics of soil and rock.

  Traffic Control will be required to perform the two borings along the crest and the geophysical investigation.

- **Laboratory Testing:**
  The soil samples collected will be tested in a laboratory to determine the physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, Atterberg Limits, grain size analysis hydrometer tests, soil dispersion tests, and triaxial shear tests, as appropriate.

- **Analysis and Recommendation:**
  The results of the field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Oklahoma. Based upon the results of the evaluation, and engineering report will be prepared that details the results of the exploration and testing performed.

- **Design Development:**
  Using the information and recommendation in the engineering report, a preliminary design and cost estimate will be prepared. The schematic design will correct a slippage crack midway along the upstream slope, a slide developing on the downstream slope, and longitudinal cracks, settlement, and depression on the crest. This preliminary design will be used for budgeting and fiscal planning for the City of Shawnee.

- **Final Design:**
  Using the information from all previous steps, final construction documents and bidding materials will be prepared. The final design package will be prepared by a licensed professional engineer in the State of Oklahoma and will meet all requirements for competitive bidding according to Oklahoma State statute. In addition to the plans, specifications and bidding documents, a final opinion of probable cost for the project will be prepared by the design engineer.

Schedule:

Step 1: Field Investigation, Laboratory Testing, Analysis and Recommendation - 12-14 weeks after NTP

Step 2: Design Development - 8 Weeks after Step 1

Step 3: Final Design – 12-14 Weeks after Steps 1 & 2

Total: 36 weeks from NTP

Budget:

Step 1: $50,000

Step 2: $15,000

Step 3: $35,000

Total: $100,000

ATTACHMENT 2

OWRB BOARD RESOLUTION APPROVING
REHABILITATION OF HIGH HAZARD POTENTIAL DAMS GRANT APPLICATION
[Following pages]

PLEASE RETAIN THE FOLLOWING
BOARD ORDER FOR YOUR RECORDS

A RESOLUTION OF THE OKLAHOMA WATER RESOURCES BOARD AUTHORIZING AN APPLICATION FOR FUNDING ASSISTANCE THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY PROGRAM TO REHABILITATE HIGH HAZARD-POTENTIAL DAMS

WHEREAS, the United States Department of the Homeland Security, Federal Emergency Management Agency ("FEMA") has implemented the Rehabilitation of High Hazard Potential Dams program to provide grant funds to reduce or eliminate the risk of dams of highest consequence and increase understanding and management of risks posed by eligible dams.

WHEREAS, FEMA has solicited proposals for cost-shared financial assistance from States, Indian Tribes, and nonprofit dam owners for projects to develop.

WHEREAS, the Oklahoma Water Resources Board ("Agency") has identified itself as an eligible applicant under FEMA's HHPD Grant Program, Funding Opportunity Number: DHS-21-[MT]-[041]-[00]-[01].

WHEREAS, the Agency is pursing grant funding assistance under the HHPD grant program in an amount up to $949,058.00 to provide technical, planning, design, and pre-construction activities related to the repair, removal, or rehabilitation of eligible high hazard dams.

NOW, THEREFORE, be it resolved by the Board as follows:

1. The Board has reviewed the scope and purpose of the funding application and finds that the Project will serve the needs of the people of Oklahoma and satisfy the goals of the HHPD program, and on that basis, supports the staff's submittal of the grant proposal to FEMA.

2. The Agency is capable of funding the minimum 35-percent cost share required to obtain grant funding under the HHPD Grant Program.

3. Pursuant to state policy, the Agency has sought and received approval from the Office of the Secretary of Energy and Environment in order to pursue this funding opportunity.

4. The Board hereby ratifies the action of its Chief Financial Officer or his designee of the Agency in applying for financial assistance from FEMA's HHPD Grant Program and authorizes the Chief Financial Officer or his designee to execute any related document, including a cooperative financial assistance agreement with FEMA.

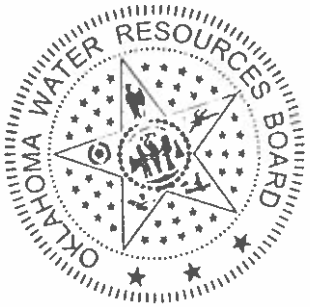
5. The Chief Financial Officer and staff are directed to take all other actions necessary to secure funding for the Project under the HHPD Grant Program, including working with FEMA to meet established deadlines for entering into a cooperative financial assistance agreement.

PASSED AND ADOPTED by the Oklahoma Water Resources Board on the 21th day of JUNE 2022:

Matt Muller, Chairman

ATTEST:

Jennifer Castillo, Secretary



ATTACHMENT 3

FY 2021 Rehabilitation of High Hazard Potential Dams (HHPD) Program Summary
[Following pages]

The Department of Homeland Security (DHS)
FY 2021 Rehabilitation of High Hazard Potential Dams (HHPD)

A. Allowable Activities

FEMA will evaluate proposed activities for eligibility. Eligible activities include repair, removal, or any other structural or nonstructural measures to rehabilitate an eligible high hazard potential dam. Note that all eligible activities included in the list must also have eligible subrecipients that can meet the cost-share requirements and have taxing ability.

For the purposes of this grant program, the activities shown in Table 1 could qualify for funding. The activities are categorized into two types of activities: planning and design. This list is not exhaustive; other activities may also be eligible.

- **Planning Activities** - Planning activities include investigations and risk assessments that further define the dam risk using the FEMA risk prioritization methodology. See SectionH.14, Minimum Requirements for Risk-Based Prioritization. Planning activities can also include alternatives analysis to identify a preferred plan for dam rehabilitation and the estimated cost for design and construction. For project planning, the alternatives should involve the preparation of preliminary hydrologic and hydraulic modeling to address the regulations of the state and local governments for alterations in floodplain areas as well as the minimum requirements of the NFIP. The local community should be consulted during the alternative identification and selection process to address local planning, zoning, and floodplain management regulations. Potential environmental impacts should also be considered in the selection of the preferred plan. Early coordination with EHP should be conducted to address applicable environmental requirements.
- **Design Activities** – Design activities include work to develop conceptual, preliminary, or final design plans and specifications for dam rehabilitation projects that have been planned using an alternative evaluation process that complies with NEPA requirements. Coordination with EHP during the design should be conducted to confirm that the design complies with NEPA requirements. Detailed hydrologic and hydraulic modeling should be performed for use in designing the dam rehabilitation and to address the permit requirements of the state and local government as well as the minimum requirements of the NFIP. For all projects located in Special Flood Hazard Areas on FEMA Flood Insurance Rate Maps, a FEMA conditional review of the project design for compliance with NFIP requirements should be conducted through the process outlined in 44 CFR §65.8. The design effort should include obtaining all state, local, and federal permits for approval to construct the project in the floodplain and to meet all environmental requirements.

Note that all grant-funded activities must comply with Federal Environmental Planning and Historic Preservation (EHP) regulations. See Section F.3.c, Environmental Planning and Historic Preservation (EHP) Compliance, for more information about EHP Compliance.

Table 1: Examples of Allowable Activities

Category	Eligible Scope of Work Activities
Planning	Development of evacuation plans, plans for flood fighting, or community response plans to include in the floodplain management plan Coordination of EAP and EOPs for different release conditions
Planning	Activities and studies that determine risks associated with eligible dams Environmental studies for NEPA compliance Development of operation and maintenance plans
Planning	Public education and awareness of flood risks associated with the eligible dam project
Planning	Dam risk and consequence assessments Feasibility studies Preliminary engineering studies Alternatives analysis Mapping, engineering survey, and inundation modeling
Design	Engineering design Development of specifications

B. Environmental Planning and Historic Preservation (EHP) Compliance

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders. Individual FEMA programs have separate

procedures to conduct and document EHP review. Guidance for individual grant programs are available from applicable program offices.

Recipients and subrecipients applying for HHPD projects that have the potential for physical impacts to the environment or cultural resources are encouraged determine the information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321-4370h) as part of their initial and ongoing planning in order to lessen potential impacts to the environment or cultural resources and to identify the best possible solution for their dam safety initiative. Recipients and subrecipients should be aware that approval or funding of a dam rehabilitation plan or study under HHPD does not guarantee that additional EHP review will not be required if FEMA or another federal agency was to fund construction or rehabilitation activities that result from these grant activities.

C. Requirements Related to Contractor and Subcontractor Wages

Recipients and Sub-recipients are required to comply with the requirements of 42 U.S.C. § 5196(j)(9). All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of any contribution of Federal funds made by the Administrator under this subsection shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with sections 3141–3144, 3146, and 3147 of title 40, and every such employee shall receive compensation at a rate not less than one and ½ times the basic rate of pay of the employee for all hours worked in any workweek in excess of eight hours in any workday or 40 hours in the workweek, as the case may be. The Administrator shall make no contribution of Federal funds without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this subsection, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (5 U.S.C. App.) and section 3145 of title 40.

D. Requirements Related to Contract and Subcontract Services

A contract awarded shall not be considered to confer a proprietary interest upon the United States. As a condition on the receipt of a grant under this section of an amount greater than $1,000,000, recipients and sub-recipients shall require that each contract and subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, and related services entered into using funds from the grant be awarded in the same manner as a contract for architectural and engineering services is awarded under 40 U.S. Code Chapter 11 or an equivalent qualifications-based requirement prescribed by the recipient state.

E. Sub-recipients are required to submit the following documents to the state dam safety office:

1. Scoping Narrative.
    a. Scope of work including details that the proposed activities increase risk understanding through studies, planning, and preliminary engineering, or how proposed activities reduce consequences through rehabilitation.
    b. Schedule
    c. Cost estimate (budget narrative and budget worksheet)
2. Link to or copy of FEMA-approved hazard mitigation plan, specifically referencing section(s) that includes all dam risk.
3. Request for mitigation plan extraordinary circumstance, if applicable, including written justification that identifies the circumstance for not meeting the mitigation plan requirement and explains how a mitigation plan will include all dam risks and be approved by FEMA within twelve (12) months. (See Section H, Mitigation Plan Extraordinary Circumstances.)
4. Have in place (or will be developed not later than 2 years after the date of execution of a dam rehabilitation or removal project agreement and implemented not later than 2 years after the date of completion of a project) a floodplain management plan to reduce the impacts of future flood events in the area impacted by the project. The floodplain management plan shall address:
    a. potential measures, practices, and policies to reduce loss of life, injuries, damage to property and facilities, public expenditures, and other adverse impacts of flooding in the area protected by the project;
    b. plans for flood fighting and evacuation; and
    c. public education risk communication targeting communities in the inundation area.

    If the floodplain management plan is not in place, then an assurance statement (as defined below) must be included.

5. Information to demonstrate conformance with 44 CFR Part 9 and Part 10 and including all available information relating to known historic, archaeological, or environmentally sensitive areas.
6. Documentation of consideration of alternatives that avoid or minimize harm to the environment or historic resources.
7. Demonstration that the sub-recipient can meet the cost share requirements.
8. Required assurance statements include:
    a. Statement of project approval from the relevant state dam safety agency.
    b. Statement that the Sub-applicant participates in, and complies with, all applicable federal flood insurance programs.
    c. Statement that the Sub-applicant acts in accordance with the state dam safety program.
    d. Documentation that the dam has an emergency action plan approved by the relevant state dam safety agency, and that the dam is classified as “high hazard potential” by the state dam safety agency in the state in which the dam is located.

e. Statement from the state that the proposed project dam fails to meet minimum state dam safety standards and poses an unacceptable risk to the public (as determined by the state) with official documentation that the dam owner has been notified of the deficiencies and
unacceptable risk.
f. Operation and maintenance agreement where all applicable parties enter a legally binding contract to provide operation and maintenance of the project for the 50-year period following completion of rehabilitation.
g. Assurance that the Sub-applicant will have adequate funding resources for operation and maintenance activities to be carried out over 50-year period following completion of rehabilitation project.
h. A statement that activities relating to the public in the area around the dam are performed in accordance with the hazard mitigation plan.
i. If the floodplain management plan is not in place, a statement that the plan will be developed not later than one (1) year after the date of execution of a project agreement and implemented not later than one (1) year after the date of completion of construction of the project must be included.
j. A statement that the Sub-applicant will comply with section 5196(j)(9) of title 42 (as in effect on December 16, 2016). See section C for language.
k. A statement that the Sub-applicant will comply with chapter 11 of title 40; Selection of Architects and Engineers. The language can be viewed at: http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim.

ATTACHMENT 4

2 CFR Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
[Following pages]

PLEASE SIGN, RETURN, AND RETAIN THE FOLLOWING FOR YOUR RECORDS

OKLAHOMA
Water Resources Board

NOTICE OF FEDERAL PROCUREMENT REQUIREMENTS

Date: _____

Jurisdiction Name: _____

Jurisdiction Type: _____

SIGNATURE AUTHORITY

The request for Rehabilitation of High Hazard Potential Dams (HHPD) Grant funding through a Notice of Funding Opportunity has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to acknowledge the requirements and regulations of **2 CFR PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

The following specific officers/officials, or their authorized designees, are required to sign this Acknowledgement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by OWRB.

a. **Corporation:** the Chair of the Board of Directors or President
b. **City:** the Mayor, City Manager, or Town Administrator
c. **County:** the Chairman of the Board of County Commissioners
d. **School Board:** the Superintendent
e. **Fire District:** the District Chief
f. **Special Districts:** the Executive Director
g. **Institution of Higher Education:** the President of the institution
h. **Charter School:** the Chair of the Board of Directors
i. **County Sheriff's Office:** the Sheriff
j. **State Agencies:** the Director or Deputy Director of the agency
k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity

Title 2 Subtitle A Chapter II PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS- https://ecfr.io/Title-02/cfr200_main

Subpart D—Post Federal Award Requirements

PROCUREMENT STANDARDS

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322
Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326
Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c) (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-

Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j) (1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost

controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can

only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure those minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the

particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass- through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass- through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this

section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal
awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

§ Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act(40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Thenon-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as

supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR
180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

Terms

Non-Federal Entity (NFE) - A State, local government, Indian tribe, institution of higher education or nonprofit organization that carries out a High Rehabilitation of High Hazard Potential Dams award as a recipient or subrecipient (2 C.F.R. § 200.69).

Federal Award- The Federal financial assistance that a NFE receives directly from a FEMA or indirectly through a pass-through entity (2 C.F.R. § 200.38); also, the instrument setting forth the terms and conditions.

Recipient - A NFE that receives a Rehabilitation of High Hazard Potential Dams award directly from FEMA to carry out an activity under a Federal program (2 C.F.R. § 200.86).

Pass-Through Entity- A NFE that provides a subaward to a subrecipient to carry out part of the Rehabilitation of High Hazard Potential Dams program (2 C.F.R. § 200.74).

Subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Rehabilitation of High Hazard Potential Dams award received by the pass-through entity; it does not include payments to a contractor (2 C.F.R. § 200.92).

Subrecipient - A NFE that receives a subaward from a pass-through entity to carry out part of the Hazard
Mitigation Assistance program, but does not include an individual that is a beneficiary of such program
(2 C.F.R. § 200.93).

Signed: _____ Position: _____

(Elected Official or Jurisdiction Representative authorized to apply for Federal Grants)

Printed Name: _____

STATE OF OKLAHOMA

COUNTY OF _____

Signed or attested before me on _____(date)

by _____(name(s) of person(s)).

_____

NOTARY PUBLIC

Title (and Rank):

_____

Print Name:

_____

My Commission Expires:

_____

Regular Board of Commissioners 8.
Meeting Date: 09/19/2022
Budget Amendment
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Consideration of the following budget amendments for Fiscal Year 2022 – 2023:

Attachments
Budget Amendment

Finance

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

Date: September 15, 2022

To: City Commission

From: Lindsey McNabb-Fox, Finance Director

Subject: Consideration of budget amendments for the General Fund, Aquatics Center Fund, Capital Improvement Fund, Street Improvement Fund, Shawnee Municipal Authority Fund, CDBG Grant Fund and the ESG-ODOC Fund.

Background: A total budget amendment in the amount of $1,028,825 across all funds should be considered.

Police Vehicles - Included in the Fiscal Year 22-23 budget is the authority to purchase and equip two (2) police vehicles. Since the approval of the budget, the cost of the vehicles has increased by $6,000 each. Also, the Police Department is requesting to purchase an additional three (3) vehicles due to the availability of the vehicles. The amount for appropriation, is as follows:

- $159,178 – Capital Improvement Fund

This additional appropriation will be funded by Sales Tax collections projecting to exceed budget estimates.

Position Adjustments - It has been recently discovered that, during the FY22-23 budget process, four and a half positions (FTEs) were inadvertently excluded from the budget in the General Fund, the Aquatics Center Fund and the Shawnee Municipal Authority (SMA) Fund. Even though these positions were funded in the prior fiscal year, they were vacant for a portion of the year and their vacant status caused the error. Currently, one position is filled with a City employee, two are filled with contracted employees and the other position and a half remain vacant.

An additional part of this amendment includes a transfer from the General Fund to the Aquatics Center Fund, since program revenue in the Aquatics Center Fund does not fully support operation costs. The amount for appropriation and position description, are as follows:

- $55,170 – Aquatics Supervisor – 1 FTE – Aquatics Center Fund
- $55,170 – Transfer to the Aquatics Center Fund – General Fund
- $16,820 – Recreation Aide – 0.5 FTE – General Fund
- $88,150 – Meter Reader/Maintenance I – 3 FTEs – Shawnee Municipal Authority Fund

This additional appropriation will be funded by Sales Tax collections projecting to exceed budget estimates for the 1.5 FTEs in the General Fund and the Aquatics Center Fund. The 3 FTEs in the SMA will be funded by the Charges for Services revenue that is currently exceeding budget estimates.

Prior Year Projects - There are three projects funded in FY21-22 that were not yet completed. This budget amendment would give the departments authority to finish those projects in FY22-23. Below is a summary of the amounts along with the funding.

- $20,000 – General Fund – Love Your Block Grant
- $63,813 – General Fund – Patch Truck for Streets Department
- $7,650 – Street Improvement Fund – Lighted Stop Signs for Highland Street

This additional appropriation will be funded by fund balance.

Grants - There are two grants that need additional budget authority in FY22-23. The first is the new Community Development Block Grant – CARES Act (CDBG-CV) for $361,874 that will primarily be used for Mortgage/Rental Assistance and Utility Assistance. The second is a grant from Department of Housing and Urban Development-Emergency Solutions Grant (HUD-ESG). This project is to support homelessness prevention, emergency shelter, and related services. It began in FY21-22 and is continuing into this fiscal year until the award is completed. An additional appropriation of $50,000 is needed. The amount for appropriation, is as follows:

- $361,874 – CDBG Fund
- $50,000 – ESG-ODOC Fund

This additional appropriation will be funded by Grant reimbursements.

Retiree Health Insurance - As part of the retirement incentive program in 2018, the City agreed to pay a portion of health insurance premiums for select retirees. During the budget process for FY22-23, these payments were not included in the budget. The amount for appropriation, is as follows:

- $134,500 – General Fund
- $16,500 – Shawnee Municipal Authority Fund

The additional appropriation will be funded by Sales Tax collections projecting to exceed budget estimates for the General Fund and Charges for Services revenue that is currently exceeding budget estimates in the SMA.

Financial Impact: See Budget Amendment

Attachment: Budget Amendment.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners 8. a.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 301 Capital Improvement Fund to fund expenditures for Police vehicle purchase with the addition of Sales Tax revenue over budget estimates. Also, to fund the purchase of a patch truck approved in prior year, funded by fund balance.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
Capital Improvement Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	40010			SALES TAX	2,622,318.00	159,178.00	2,781,496.00
				Total	2,622,318.00	159,178.00	2,781,496.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
301	5-0602-54500			CAPITAL OUTLAY - EQUIPMENT	134,522.00	159,178.00	293,700.00
301	5-1010-55500			LEASE PAYMENTS-EQUIPMENT	-	63,813.00	63,813.00
					-	-	-
					134,522.00	222,991.00	357,513.00

Approved by the City Commission this

Explanation of Budget Amendment:

To fund expenditures for Police vehicle purchase with the addition of Sales tax revenue over budget estimates. Also to fund the purchase of a patch truck approved in prior year, funded by fund balance.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 8. b.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 302 Street Improvement Fund to fund a prior year approved project for lighted stop signs on Highland Street. This is funded by fund balance left over from prior year.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
Street Improvement Fund

Estimated Revenue, Fund Balance, or Transfers IN

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

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
302	5-0930-54500			CAPITAL OUTLAY - EQUIPMENT	370,000.00	7,650.00	377,650.00
							-
					-	-	-
					370,000.00	7,650.00	377,650.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund a prior year approved project for lighted stop signs on Highland Street. This is funded by fund balance left over from prior year.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 8. c.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund to fund expenditures for a transfer to the Aquatic Center Fund, a part-time Recreation Aide and Retiree Health Insurance with the addition of Sales Tax revenue over budget estimates. Also, to fund expenditures in the Love Your Block Grant with leftover grant funding from prior year.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40010			SALES TAX	13,534,544.61	206,490.00	13,741,034.61
				Total	13,534,544.61	206,490.00	13,741,034.61

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-5030-56030			TRANSFER TO AQUATIC CENTER FUND	251,500.00	55,170.00	306,670.00
001	5-1120-51030			PART-TIME SALARIES	11,200.00	15,624.00	26,824.00
001	5-1120-51110			SOCIAL SECURITY	2,966.60	969.00	3,935.60
001	5-1120-51120			MEDICARE	693.80	227.00	920.80
001	5-0510-52500			OTHER MATERIALS & SUPPLIES	400.00	20,000.00	20,400.00
001	5-0410-51130			HEALTH INSURANCE	36,283.84	134,500.00	170,783.84
							-
					-	-	-
					303,044.24	226,490.00	529,534.24

Approved by the City Commission this

Explanation of Budget Amendment:
To fund expenditures for a transfer to the Aquatic Center Fund, a part-time Recreation Aide and Retiree Health Insurance with the addition of Sales tax revenue over budget estimates. Also to fund expenditures in the Love Your Block Grant with leftover grant funding from prior year.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 8. d.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 350 Aquatic Center Fund to fund Aquatics Supervisor position with an additional transfer from the General Fund.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
Aquatics Center Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
350	49010			TRANSFER FROM GENERAL FUND	251,500.00	55,170.00	306,670.00
				Total	251,500.00	55,170.00	306,670.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
350	5-0960-51010			REGULAR SALARIES	115,210.73	43,082.00	158,292.73
350	5-0960-51020			OVERTIME	-	5,000.00	5,000.00
350	5-0960-51060			EDUCATION INCENTIVE	998.40	463.00	1,461.40
350	5-0960-51110			SOCIAL SECURITY	7,253.11	3,009.00	10,262.11
350	5-0960-51120			MEDICARE	1,696.29	704.00	2,400.29
350	5-0960-51150			OMRF RETIREMENT	4,220.21	2,912.00	7,132.21
							-
					-	-	-
					129,378.74	55,170.00	184,548.74

Approved by the City Commission this

Explanation of Budget Amendment:
To fund Aquatics Supervisor position with an additional transfer from the General Fund.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 8. e.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 192 ESG-ODOC (Emergency Solutions Grant – Oklahoma Department of Commerce) Fund to fund additional Grant expenditures for the Emergency Solution Grant. Revenue received is on a reimbursement basis.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
ESG-ODOC 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
192	41020			STATE GRANT REVENUE	70,000.00	50,000.00	120,000.00
				Total	70,000.00	50,000.00	120,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
192	5-1420-53390			OTHER CONTRACTUAL SERVICES	70,000.00	50,000.00	120,000.00
							-
					-	-	-
					70,000.00	50,000.00	120,000.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund additional Grant expenditures for the Emergency Solutions Grant (ESG). Revenue received is on a reimbursement basis.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 8. f.

Meeting Date: 09/19/2022

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 190 CDBG (Community Development Block Grant) Fund to fund Grant expenditures for a newly acquired grant through the Community Development Block Grant – CARES Act (CDBG-CV). Revenue received is on a reimbursement basis.

Attachments

Budget Amendment

City of Shawnee
2022-2023 Budget Amendment
CDBG Grant Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
190	41010			FEDERAL GRANT REVENUE	750,063.00	361,874.00	1,111,937.00
				Total	750,063.00	361,874.00	1,111,937.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
190	5-1420-53714			MORTGAGE/RENTAL ASSISTANCE	-	180,937.00	180,937.00
190	5-1420-53716			UTILITY ASSISTANCE	-	180,937.00	180,937.00
							-
					-	-	-
					-	361,874.00	361,874.00

Approved by the City Commission this

Explanation of Budget Amendment:
To fund Grant expenditures for a newly acquired grant through the Community Development Block Grant - CARES Act (CDBG-CV). Revenue received is on a reimbursement basis.

Approved:

Mayor _____

Attest:

City Clerk _____

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

Regular Board of Commissioners 9.

Meeting Date: 09/19/2022

Purchase

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a purchase of five (5) Dodge Charger Police Vehicles at the state bid price of $36,198.00 each, for a total of $180,990.00, from Bob Howard Jeep Chrysler Dodge.

Attachments

Purchase

Police Department

912 E. Independence
Shawnee, OK 74804
ShawneeOK.org

Date: September 19, 2022

To: City Commission

From: Mason Wilson, Chief of Police

Subject: Request to purchase Dodge Charger Police Vehicles

Background: Police vehicles are currently very difficult to order and receive. Dodge has announced they will no longer offer the gas-powered platform after December of 2022. Dodge plans to move to the electric platform. The last orders for the gas-powered Dodge Charger police vehicle must be placed by October 23, 2022. The current state bid price has increased by $6000.00 per vehicle since we received a quote for the budget process.

Due to mechanical issues of older police vehicles and loss due to accidents, the police department is requesting five (5) Dodge Chargers. The current state bid price is $36,198.00 per vehicle.

Financial Impact: $180,990.00 from Capital Improvement Fund, Police Patrol, 301-5-0620-5450

Attachment: State Bid from Bob Howard Jeep Chrysler Dodge

Staff Recommendation: Approval of the item.

August 22, 2022

BOB HOWARD
CHRYSLER JEEP DODGE

Captain Ricky Greenland

Shawnee Police Department

912 E. Independence St.

Shawnee, OK 74804

RE: 2023 Dodge Charger AWD Police Pursuit Sedan

Captain Greenland:

Attached please fine the pricing for the 2023 Dodge Charger RWD Police Pursuit Sedan.

Pricing is per the State of Oklahoma Vehicle Contract SW035:

Item # 1000009350			Police Pursuit Vehicle – Automobile
BASE			$35,733.00
OPTIONS:			
	EZH	5.7L Hemi V-8 Gas Engine	Included
	LSA	Security Alarm	165.00
	GXQ	Additional Keys (6)	165.00
	X5X9	Vinyl Rear Bench Seat	135.00
	GUK	Power Heated Outside Mirrors	Included
	LNX	L.H LED Spot Lamp	Included
	JPS	Power Driver Seat	Included
	UAG	7.0" UConnect Radio with Bluetooth	Included
	XAC	Back Up Camera	Included
	LMG	Automatic Headlamps	Included
	NHA	H.D. Engine Oil Cooler; H.D. Engine Cooling: H.D. Transmission Oil Cooler	Included
	NZ5	High Speed Engine Controller	Included

GX4	Keyless GO	Included
JPS	6 Way Power Driver Seat	Included
BDH	Ready Alert Braking	Included
AXR	Secure Park	Included
NHM	Speed Control and Tilt/Telescopic Steering Wheel	Included

Total for Vehicle	$36,198.00each
FIVE (5) Vehicles	$180,990.00

COLOR:	PX8	Pitch Black
INTEROIR:	X5X9	Black Front H.D. Cloth Bucket seats with H.D. Vinyl Rear Bench

PLEASE NOTE ATTACHED DISCLAIMER

Thank you and if there are any questions please let me know.



Tom Ayers

Governmental/Fleet Sales Manager

Regular Board of Commissioners 10. a.

Meeting Date: 09/19/2022

Bid Award

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Shawnee City Lake Dam Improvements (Award)

Attachments

Memo

Bid Tabulation

Bid Specifications

Bid Plans

Addendum No. 1

Addendum No. 2

Plan Holders List

Office of Engineering

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

Date: September 15, 2022

To: City Commission

From: Seth Barkhimer, Director of Engineering

Subject: Consideration Bids: Shawnee City Lake Dam Improvements (Award)

Background: In August of 2021, the City of Shawnee entered into a Professional Services Agreement with Meshek for final design on the Shawnee City Lake Dam Improvement project. With design complete, the project was advertised for bidding in August of 2022 and staff received bids at the September 6, 2022, commission meeting.

Staff and the Meshek design team have reviewed the bid proposals. Two bids were received with Base Bid ranging from $2,431,296.90 (low) to $4,294,494.87 (high).

The project exceeds both the engineering estimate, and the budgeted amount for the project. Staff recommends the rejection of all bids.

Staff will work to achieve the project goals through alternative methods, potentially changing the scope and combining with the High Hazard Potential Dam Grant project that is underway.

Financial Impact: N/A.

Attachment: Bid Tabulation and Consultant recommendation letter.

Staff Recommendation: Rejection of all bids.

MESHEK
& ASSOCIATES, LLC

September 13, 2022

Mr. Seth Barkhimer
Director of Engineering
222 N. Broadway Avenue
City of Shawnee, OK 74801

Reference: Project No. C-21-06B, Shawnee City Lake Dam Repairs

Dear Mr. Barkhimer,

I am writing to you in reference to the bid opening that was held September 6, 2022, at 6:00 p.m. in the City Commission Chambers, at City Hall, 16 West 9th Street, Shawnee, OK. The low bidder as-read at the bid opening for the referenced project was MK Excavation, LLC at $2,431,296.90. The pricing of the low bid for this project exceeded the city's project budget. Due to the bid pricing and the significant difference between the bid and the budget, I believe that the low bid is unsatisfactory and recommend its rejection. Please do not hesitate to contact our office if you have any questions regarding this matter.

Sincerely,

Harris C. Wilson

Harris C. Wilson, PE
Design Project Manager
Meshek & Associates, LLC

MESHEK & ASSOCIATES, LLC

Estimate By HCW Date 4/18/2022
Checked By Date

PHASE: MAINTENANCE

SHAWNEE DAMS No. 1 & No. 2											
PAY ITEMS						**Engineer's Estimate**		**MK Excavation**		**Downey**	
ITEM NUMBER	SPEC NUMBER	NOTES	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	201(A&B)	E-1	CLEARING AND GRUBBING	LS	1.00	$15,000.00	$15,000.00	$12,539.22	$12,539.22	$109,000.00	$109,000.00
2	220	E-6,E-7	SWP3 DOCUMENTATION	LS	1.00	$4,000.00	$4,000.00	$1,250.00	$1,250.00	$2,800.00	$2,800.00
3	303	S-19	AGGREGATE BASE TYPE A	CY	13.56	$65.00	$881.40	$440.33	$5,970.87	$243.22	$3,298.06
4	325	S-3, S-5	SEPARATOR FABRIC	SY	173.00	$2.00	$346.00	$20.53	$3,551.69	$3.21	$555.33
5	619	R-1	PAVEMENT REMOVAL	SY	173.00	$10.00	$1,730.00	$13.98	$2,418.54	$16.80	$2,906.40
6	625	R-1	GUARDRAIL REMOVAL	LF	6700.00	$3.00	$20,100.00	$48.73	$326,491.00	$43.76	$293,192.00
7	625		GUARDRAIL	LF	258.00	$30.00	$7,740.00	$96.73	$24,956.34	$43.76	$11,290.08
8	641		MOBILIZATION	LS	1.00	$50,000.00	$50,000.00	$21,712.50	$21,712.50	$194,000.00	$194,000.00
9	642		CONSTRUCTION STAKING LEVEL I	LS	1.00	$6,000.00	$6,000.00	$6,250.00	$6,250.00	$10,640.00	$10,640.00
10	708	S-5, S-6, S-8	ASPHALT (S4)	TON	19.19	$200.00	$3,838.13	$423.73	$8,131.66	$280.00	$5,373.39
11	708	S-5, S-6, S-9	ASPHALT (S3)	TON	38.38	$200.00	$7,676.27	$387.28	$14,864.32	$280.00	$10,746.77
12	202(A)	E-3, E-4, E-5	UNCLASSIFIED EXCAVATION	CY	900.00	$15.00	$13,500.00	$21.34	$19,206.00	$25.88	$23,292.00
13	221(C)	E-7, E-8	TEMPORARY SILT FENCE	LF	657.00	$3.00	$1,971.00	$4.04	$2,654.28	$2.80	$1,839.60
14	232(A)	E-11	SEEDING METHOD A	AC	0.15	$1,500.00	$230.72	$18,451.34	$2,838.02	$8,960.00	$1,378.15
15	602(B)		24" RIPRAP	TON	18100.00	$50.00	$905,000.00	$99.28	$1,796,968.00	$199.00	$3,601,900.00
16	602(C)		FILTER FABRIC	SY	522.00	$3.00	$1,566.00	$4.38	$2,286.36	$3.36	$1,753.92
17	880(J)	T-2,T-3,T-5,T-7,T-8	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00			$160,312.50	$160,312.50	$16,240.00	$16,240.00
18	SPECIAL		FLEXAMAT	SF	113.00	$15.00	$1,695.00	$55.13	$6,229.69	$13.55	$1,531.15
19	SPECIAL		CONSTRUCTION ENTRANCE	LS	1.00	$3,000.00	$3,000.00	$12,737.25	$12,737.25	$2,800.00	$2,800.00
Total							**$1,044,274.52**		**$2,431,368.24**		**$4,294,536.85**
							10% CONTINGENCY:	**$104,427.5**			
							TOTAL:	**$1,148,702.0**			

Shawnee City Lake
Dam Repairs

Project No. C-21-06B



City of Shawnee
16 W. 9th Street
Shawnee, OK 74801
405-273-1250

Plans and Specifications
Prepared By:
MESHEK & ASSOCIATES, PLC
2000 N. Classen Blvd.
No. E. 250
Oklahoma City, OK 73106

THE CITY OF SHAWNEE

APPROVAL SHEET

Shawnee City Lake Dam Repairs

Project No. C-21-06B

Prepared by:

Meshek & Associates, PLC
2000 N. Classen Blvd
No. E. 250
Oklahoma City, OK 73106

Harris C. Wilson

Harris Wilson, PE
Project Engineer

TABLE OF CONTENTS
Shawnee City Lake Dam Repairs
City of Shawnee

DOCUMENT	NUMBER OF PAGES
Cover Page:	
Approval Sheet	AS 1
Table of Contents	TC 1
Invitation for Bids	INV 1-2
Instructions to Bidders	IB 1-5
Bid Proposal Form	BPF 1-5
Bid Proposal Form (Quantities)	BPFQ 1
Contract Agreement	CA 1-5
Lien Release	LR 1
Statutory Bond	SB 1-2
Performance Bond	PB 1-2
Maintenance Bond	MB 1-2
Contractor Application for Payment	CAP 1-2
Invoice Affidavit	IA 1
Sales Tax Exemption Certificate	TEC 1
General Conditions	GC 1-21
Special Conditions	SC 1-13
Technical Specifications	RTS 1

INVITATION FOR BIDS
Shawnee City Lake Dam Improvements
City of Shawnee

Notice is hereby given that the City of Shawnee (City) will receive sealed bids for the construction of **Project No. C-21-06B Shawnee City Lake Dam Repairs** at the office of the City Clerk until **4:00 PM (CST) on September 6, 2022.** Bids will be opened and publicly read at the regularly scheduled City Commission Meeting beginning at 6:00 pm on September 6, 2022.

The project consists of furnishing all materials, labor, and expenses necessary for the grading and erosion protection improvements as called for in the contract documents. Documents may be examined between the hours of 8:00 a.m. to 5:00 p.m. Monday – Friday at the following locations:

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

Meshek & Associates
2000 N. Classen Blvd.
No. E. 250
Oklahoma City, OK 73106

Printed copies of the contract documents may be obtained at the office of Meshek and Associates, upon payment of $50.00 for each set. Shipping of plans will require an additional charge.

Digital (.pdf) files of all bid documents will be available for download free of charge. It will be the responsibility of the bidder to print all required documents for a complete and acceptable bid submittal.

A **mandatory Pre-Bid Conference** will be held **August 25th, 2022 at 10:00 am (CST)** at 16 W. 9th Street, Shawnee, OK 74801 in the City Hall Commission Chambers. The last date for questions will be **August 31st, 2022**.

Proposals shall be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of the total amount of the bid, payable to the City of Shawnee, Oklahoma, as a bid guaranty.

The following bonds will be required from the Contractor:

- Performance Bond equal to the full amount of the contract price;
- Statutory Bond equal to the full amount of the contract price;
- Maintenance Bond equal to the full amount of the contract price for a term of one year following acceptance of the project by the City.

Bids shall be submitted in sealed envelopes addressed to City Clerk, City of Shawnee, 16 W. 9th Street, Shawnee, OK 74801, and marked **Bid Proposal for: Project No. C-21-06B Shawnee City Lake Dam Repairs.**

INVITATION FOR BIDS
Shawnee City Lake Dam Improvements
City of Shawnee

The bidder must supply all the information required by the Bid Proposal Form including completion of bidder certifications and affidavits. Bids received more than ninety-six (96) hours (excluding Saturdays, Sundays and holidays) before the time set for receiving bids as well as bids received after the time set for receipt of bids will not be considered, and will be returned unopened. The City of Shawnee reserves the right to reject any and all bids and to select the lowest responsible bidder.

The attention of all bidders is called to the fact that they must meet the requirements of, and bid in accordance with, the laws of the State of Oklahoma governing contracts with municipalities for public works contracts and improvements to public property.

DATED this 1st day of August, 2022.

Andrea Weckmueller-Behringer, City Manager
City of Shawnee

INSTRUCTIONS TO BIDDERS
Shawnee City Lake Dam Repairs
City of Shawnee

PROPOSALS. All proposals must be made to the City of Shawnee (City) on the forms provided in this bound copy of the contract documents. All proposals must be legibly written in ink, with all prices given in words and figures. No alterations in proposal or in the printed forms therefor, by erasures, deletions, or interpolations will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the City may require the Bidder to identify the alteration so initialed. No erasures, interpolations, or other physical changes shall be made by anyone, in any bid, after its submission by the Bidder. Each proposal submitted shall be enclosed in a sealed envelope, addressed to the City, and endorsed on the outside of the envelope with the name of the Bidder and marked **Bid Proposal for: "Project No. C-21-06B Shawnee City Lake Dam Repairs"**. The sealed proposal shall be filed with the City Clerk within the time set for receipt of bids.

IB-1. **MANDATORY PRE-BID CONFERENCE**. A mandatory pre-bid conference will be held as noted in the Invitation for Bids.

IB-2. **BOUND COPY OF CONTRACT DOCUMENTS**. None of the Instructions to Bidders, Proposal Form, Bond Forms, Contract Agreement, General Conditions, Special Conditions or Specifications shall be removed from this bound copy of documents prior to filing same with the City Clerk.

IB-3. **PROPOSAL GUARANTEE**. Each proposal shall, as a guarantee of good faith on the part of the Bidder, be accompanied by either a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable Bidder's Bond with an authorized Surety Company as surety, in an amount of not less than five percent (5%) of the total bid.

The proposal guarantee shall be made payable without condition to the City and the amount of the check or bond may be retained by and forfeited to said City as liquidated damages if such proposal is accepted and the contract is awarded, and the Bidder fails to enter into a contract in the form prescribed, with legally responsible sureties, within **15 calendar days** after such award is made by the City.

IB-4. **SIGNATURE OF BIDDERS**. Each Bidder shall sign his/her proposal, using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word "president", "secretary", "agent", or other designation without disclosing his/her principal may be held to be the bid of the individual signing. Satisfactory evidence of the authority of the officer signing in behalf of a corporation should be furnished.

IB-5. **ONLY ONE PROPOSAL**. No Bidder may submit more than one (1) proposal. Two proposals under different names will not be received from one firm or association.

IB-6. **QUALIFICATIONS OF BIDDERS**. Bidders shall have a practical knowledge of the particular work and shall have the necessary financial resources to complete the proposed work.

IN DETERMINING THE LOWEST AND BEST BID, THE FOLLOWING ELEMENTS WILL BE CONSIDERED: WHETHER THE BIDDER INVOLVED (A) MAINTAINS A PERMANENT PLACE OF BUSINESS; (B) HAS ADEQUATE PLANT 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.

DETERMINATION OF THE BEST BID WILL BE DETERMINED ON THE BEST COMBINATION OR ALL BIDS AS THE CITY SEES FIT IN ACCORDANCE WITH AVAILABLE FUNDING. A BIDDER MAY BE CONSIDERED UNRESPONSIVE IF (S)HE DOES NOT BID ALL OF THE ITEMS.

EACH BIDDER MAY BE REQUIRED TO SHOW THAT FORMER WORK PERFORMED BY HIM HAS BEEN HANDLED IN SUCH MANNER THAT THERE ARE NO JUST OR PROPER CLAIMS PENDING AGAINST SUCH WORK. NO BIDDER WILL BE ACCEPTABLE IF (S)HE IS ENGAGED ON ANY OTHER WORK, WHICH IMPAIRS HIS/HER ABILITY TO FINANCE THIS CONTRACT OR PROVIDE PROPER EQUIPMENT AND LABOR.

IB-7. **LOCAL CONDITIONS AFFECTING WORK**. Each Bidder shall visit the site of the work and thoroughly and fully inform himself relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and the cost thereof, including the arrangement and conditions of existing structures and facilities affecting or which are affected by the proposed work, access to the site, the availability and cost of labor, and available facilities for transportation, handling, and storage of materials and equipment. It is understood and agreed that all such factors have been properly investigated and considered in the preparation of every proposal submitted, as there will be no subsequent financial adjustment, to any contract award thereunder, in the event the lack of such prior investigation affects the cost of the work.

IB-8. **SUBSURFACE CONDITIONS**. The Bidder shall be completely responsible for investigating subsurface conditions that may affect the proposed work and preparing his/her bid accordingly. The existence of unforeseen subsurface conditions, whether investigated or not, that adversely affect the work, shall not entitle the Bidder to any additional compensation.

IB-9. **INTERPRETATION OF CONTRACT DOCUMENTS**. Any prospective Bidder who is in doubt as to the true meaning of any part of the Contract Documents may submit to

the Engineer a written request for an interpretation thereof. Any interpretation of such documents will be made only by Addendum duly issued and e-mailed or faxed to each bid document holder of record. **No interpretations will be provided for solicitations submitted past the "last date for questions" stated in the Invitation for Bids**. The City will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make on behalf of the City. The attention of the Bidder is called to the provisions of the General Conditions relative to delays and extensions of time, and to liquidated damages.

IB-10. **TIME OF COMPLETION**. The time of completion of the work is a basic consideration of the contract. It will be necessary that the Bidder satisfy the City of his/her ability to complete the work within the stipulated time. The allowable number of working days is stated in Article 8 of the Contract Agreement.

IB-11. **WITHDRAWAL OF BID**. No Bidder may withdraw his/her proposal for a period of **30 calendar days** after the date and hour set for the opening herewith. A Bidder may withdraw his/her proposal at any time prior to the expiration of the period during which proposals may be submitted, by written request of the Bidder, which request must be signed in the same manner and by the same persons or person who signed the proposal.

IB-12. **ACCEPTANCE AND REJECTION OF BIDS**. The City reserves the right to accept the bid which, in its judgment, is the lowest responsible bid, to reject any or all bids, and to waive irregularities in bids.

IB-13. **RETURN OF PROPOSAL GUARANTEE**. The proposal guarantee deposit of the Bidder will be returned when and in case his/her proposal is rejected. The proposal guarantee deposit of the Bidder to whom the contract award is made will be returned provided and when said successful Bidder executes a contract and files satisfactory bonds and proof of insurance coverage, as hereinafter stipulated. The proposal guarantee deposit of the next lowest responsible Bidder may be retained for a period of not to exceed **45 calendar days** pending the execution of the contract by the successful Bidder.

IB-14. **BONDS**. The contractor to whom the work is awarded will be required to furnish the following Surety Bonds:

a. Performance Bond. A Performance Bond to the City in an amount equals to 100 percent of the contract price.

b. Statutory Bond. A Statutory Bond to the City in an amount equal to 100 percent of the contract price.

c. Maintenance Bond. A Maintenance Bond to the City in an amount equal to 100 percent of the contract price to protect against defective workmanship and materials for a period of one (1) year after acceptance of the project by the City, and payment of all labor and materials including the prime contractor and all subcontractors.

Each bond shall be executed in four counterparts on the forms attached hereto, signed by a Surety Company authorized to do business in the State of Oklahoma and acceptable as Surety to the City of Shawnee.

With each bond there shall be filed with the City one copy of "Power of Attorney" certified to include the date of the bond.

IB-15. **INSURANCE**. The contractor shall furnish the City with certificates of insurance showing the amount in force of public liability, property damage, contractual liability, contractor's contingent, builder's risk and automobile insurance satisfactory to the City of Shawnee. Failure to provide proper insurance will result in forfeiture of the bid guaranty and revocation of contract award. The contractor and his/her Surety shall indemnify and save harmless the City from claims arising or recovered under the "Workmen's Compensation Law."

IB-16. **LICENSES, PERMITS AND CERTIFICATES**. The contractor prior to commencement of work shall secure all licenses, permits, certificates, and similar documents required in connection with the work under these contract documents. All costs shall be the responsibility of the contractor. The contractor shall be responsible for maintaining such documents effective for the duration of the contract. Proof shall be provided to the City.

IB-17. **TAX EXEMPT STATUS**. The work under this contract is exempt from State and local Sales and Use Taxes. The Contractor will be furnished an exemption certificate by the City for the work herein.

IB-18. **SUBCONTRACTORS**. The experience, performance records and ability of each proposed subcontractor will be considered in the evaluation of bids, and **those proposed to perform more than 10 percent of the work shall be listed on the Proposal Form**. The contractor shall not subcontract out more than a maximum of 60%. If no subcontractors are listed on the Proposal Form, it is assumed by the City that no subcontractors shall be used on the project. If the contractor wishes to use subcontractors after the contract has been signed, the City shall either conditionally approve the subcontractor or have the right to terminate the contract. **Any subcontractors and the amount of their subcontract shall be submitted to the City for approval prior to issuance of the Notice to Proceed.**

The contractor shall be fully responsible to the City for the acts and omissions of all his/her subcontractors. Acceptance of any subcontractor by the City shall not constitute a waiver of the City to reject defective work. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City or any obligation on the part of the City to pay any monies due any subcontractor, except as may otherwise be required by law.

IB-15. **APPROXIMATE QUANTITIES**. The contractor shall perform an investigation and shall calculate his/her bid accordingly. Bids will be compared on the basis of the unit price cost and the contractor's responsiveness to the bid.

IB-16. **DELETED WORK**. The City reserves the right to delete any portions of the work included herein. Any such deletions will be made in writing by the City. The Contractor shall not be entitled to any compensation or damages for work deleted.

IB-17. **PAYMENTS**. Payment for all work performed under this contract will be made by the City within **30 calendar days** after completion and acceptance of the work covered by the contract. Progress payments will be made as outlined in the specifications.

IB-18. **FINAL PAYMENT - LIEN WAIVER RELEASE**. The final payment request shall include a signed Lien Waiver Release as included with the contract documents before payment will be processed. A Lien Waiver for all Sub-Contractors and Material Suppliers shall be included with the final payment request.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____, to the City of Shawnee (hereinafter called "City").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the construction of Shawnee City Lake Dam Improvements in strict accordance with the contract documents within the time set forth therein and at the prices stated below. By submission of this Bid, the undersigned, as or on behalf of Bidder, declares that:

Bidder certifies, and in the case of a joint bid each party certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid, with any other Bidder or with any competitor. Each bid must be accompanied by a Non-Collusion Affidavit;

Bidder examined the plans, specifications, the locations, arrangements and conditions of roads, streets, utilities and other facilities or appurtenances which affect or may be affected by the proposed work, the actual sites of the proposed improvements, and Bidder is acquainted and in full understanding of: (1) the extent and character of the work covered by this proposal; (2) the locations and specified requirements of and for the proposed improvements and other items of work appurtenant thereto; (3) the normal existing, and probable construction difficulties, hazards or all other factors or conditions which may or may not be apparent, which may affect or be affected by the specified work;

Bidder proposes to furnish all required supplies, equipment, tools, and plant; to perform all necessary labor; and to install, construct, and complete all work stipulated in, required by, and in accordance with the contract documents hereto attached, for and in connection with the contract for which this proposal is herein submitted for and in consideration of the **Unit Prices** set out herein;

Bidder is familiar with and able to comply with all the provisions of the Bidding Documents. Bidder agrees that if this Bid is accepted, Bidder will enter into the Contract with the City and properly submit the required Bonds, documents, and insurance within **10 calendar days** following the City Council's notification of its intent to award Contract, unless such time is extended by the City Manager;

Bidder agrees to commence work within 10 calendar days of the date specified in the Notice to Proceed and to complete the work within a period of time not to exceed **180 calendar days** to final completion. Bidder further agrees to pay as liquidated damages the sum of **$1,000.00** for each consecutive calendar day thereafter;

Bidder may not withdraw a bid within **30 calendar days** after the actual opening thereof. Each bid must be accompanied by a certified check, cashier's check or bid bond equal to five percent (5%) of a bid bond payable to the City for 5% of the amount bid.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Bidder acknowledges receipt of the following addenda_____
_____. .

TOTAL BID:_____ Dollars Words:_____

DATED this_____day of_____, 2020

_____
Name of Individual, Partnership, Limited Liability Company, or Corporation, herein called "Bidder"

_____
Signature of Bidder or Bidder's Authorized Agent
(Original ink signature required)

_____
Type or legibly print name and title of person who signed above

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

Name and Address of Bidder: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

List the Name and Address of all Proposed Subcontractors

_____% **Scope and Percentage of Work**

Name and Address of Subs: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

List the Name and Address of Proposed Major Material Suppliers

_____ **Material**

Name and Address of Suppliers: _____

_____

_____

Telephone No.: _____

Contact Person: _____

Title: _____

Copy and included additional sheets as required.

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

BID AFFIDAVIT

The following affidavits must accompany bid:

A. Non-Collusion Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and has the lawful authority to execute this Affidavit and the attached Bid;

   For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.

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

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

   (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

   (b) to any collusion with any City official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor

   (c) in any discussion between bidders and any City official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder's direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City any money or other thing of value, either directly or indirectly, in procuring this contract.

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Signature of Bidder or Bidder's Authorized Agent

_____
Notary Public

_____
Type or print name and title of person who signed above

My Commission Expires:_____

BID PROPOSAL FORM
Shawnee City Lake Dam Improvements
City of Shawnee

B. Business Relationship Affidavit

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

_____, of lawful age, being first duly sworn upon oath, states 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 (1) year prior to the date of this statement with the architect, engineer or other party to the project is as follows: _____
_____

Affiant further states that any such business relationship presently in effect 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.)

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

Subscribed and sworn to before me this _____ day of _____, _____.

_____
Signature of Bidder or Bidder's Authorized Agent

_____
Notary Public

_____
Type or print name and title of person who signed above

My Commission Expires:_____

BID PROPOSAL FORM (QUANTITIES)
Shawnee City Lake Dam Improvements
City of Shawnee

Bid Quantities

ITEM	ITEM NO.	DESCRIPTION	UNIT	TOTAL
1	201(A&B)	CLEARING AND GRUBBING	LS	1.00
2	220	SWP3 DOCUMENTATION	LS	1.00
3	303	AGGREGATE BASE TYPE A	CY	13.56
4	325	SEPARATOR FABRIC	SY	173.00
5	619	PAVEMENT REMOVAL	SY	173.00
6	625	GUARDRAIL REMOVAL	LF	6,700.00
7	625	GUARDRAIL	LF	258.00
8	641	MOBILIZATION	LS	1.00
9	642	CONSTRUCTION STAKING LEVEL 1	LS	1.00
10	708	ASPHALT (S4)	TON	19.19
11	708	ASPHALT (S3)	TON	38.38
12	202(A)	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	SEEDING METHOD A	AC	0.15
15	602(B)	24” RIPRAP	TON	18,100.00
16	602(C)	FILTER FABRIC	SY	522.00
17	SPECIAL	FLEXAMAT	SF	113.00
18	SPECIAL	CONSTRUCTION ENTRANCE	LS	1.00
19				
20				
21				
22				
23				
24				
25				
26				

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

This _____day of _____, 20____ by and between the City of Shawnee____, party of the first part and hereinafter termed "City", and party of the second part, _____ _____, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with law, certain specifications, plans, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused solicitation for bids to be given and advertised as required by law, and has received sealed proposals for furnishing materials, labor and equipment for and in accordance with the plans and specifications, construction:

Project No. C-21-06B Shawnee City Lake Dam Improvements

WHEREAS, Contractor, in response to said solicitation for bids, has submitted to the City of Shawnee in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the City, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named Contractor to be the lowest responsible bidder on the above-described project, and has duly awarded this Contract to said Contractor, and the said Contractor agrees to receive and accept the sum named in the a proposal as full compensation for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

_____

_____ $ _____

NOW, THEREFOR, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

1. That the Contractor hereby agrees to furnish all tools, equipment, materials and labor, and to construct and complete the above-described project in accordance with the specifications therefor on file by the City of Shawnee, Oklahoma.
2. That the Contractor's proposal is hereby made a part of this Agreement.

3. That the City shall pay the Contractor for the work performed, as follows:

   A. Payment for unit price items shall be based upon the unit prices in the Proposal and the actual completed construction quantities as determined by the Engineer

   B. Construction items specified but not included as bid items shall be considered incidental, and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

4. That the City reserves the right to add to or subtract from the amount of work to be performed. Any revision to the work to be performed shall be negotiated.

5. That the Contractor will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written "Change Order" from the City and that in the event any additions are provided by the Contractor without such authorization, the Contractor shall not be entitled to any compensation therefor whatsoever.

6. That if any additional work is performed or additional materials provided by the Contractor upon authorization by the City, the Contractor shall be compensated therefore at the negotiated price bid and as agreed to by both parties in the execution of a "Change Order".

7. That the Contractor shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the City through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the Contractor shall replace the work and materials without compensation therefor by the City.

8. The Contractor shall complete all work in accordance with the terms of this Agreement with the **final completion at 180 calendar days,** each following issuance of the "Notice to Proceed" authorizing the Contractor to commence work on this project. The Contractor further agrees to pay liquidated damages as provided in these documents.

9. The Contractor shall furnish bonds and proof of insurance as specified, which bonds and insurance must be approved by the City prior to issuance of the Work Order and commencement of work on the project.

10. On completion of the work, but prior to the acceptance thereof by the City, the City Manager, or his representative shall determine if the work has been completely and fully performed in accordance with said contract documents; and upon making such determination said official shall make his final certificate to the City of Shawnee.

11. The attached sworn statement entitled "Contract Affidavit" must be signed and notarized before this Contract will become effective.

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four duplicate originals, the day and year first above written.

"CITY" City of Shawnee

By: _____
Mayor

ATTEST:

_____
City Clerk

(SEAL)

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

"CONTRACTOR"

If an Individual: _____, Doing business

as: _____

Signature: _____

If a Partnership: _____

Names of other partners:

_____

_____

If a Corporation: _____

Signature: _____

Typed Name: _____

Title: _____

ATTEST:

Business Address of Contractor

_____ _____

Secretary

_____

(CORPORATE SEAL)

_____

Telephone No: _____

CONTRACT AGREEMENT
Shawnee City Lake Dam Improvements
City of Shawnee

CONTRACT AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

_____, of lawful age, being first duly sworn on oath says that (s)he is the agent authorized by the firm of _____ to submit the above Contract to the City of Shawnee, Oklahoma.

Affiant further states that such firm has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the City of Shawnee any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

_____
Company

Subscribed and sworn to before me on this _____ day of _____ 20 16

_____
(Seal) Notary Public

My Commission Expires: _____

LIEN RELEASE
Shawnee City Lake Dam Improvements
City of Shawnee

WHEREAS, _____ has contracted with the City of Shawnee to furnish materials and to provide labor and services for

Project No. C-21-06B Shawnee City Lake Dam Improvements
Project

THEREFORE, the undersigned Contractor does hereby certify and warrant that he has made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Shawnee, its agents, and the project improvements and real property.

Contractor: _____

Authorized Agent: _____

Typed or Printed Name: _____

Title: _____ Date _____

STATE OF _____)
) ss.
COUNTY OF _____)

Before me the undersigned a Notary Public in and for said County and State on this ____ day of _____ , 20 _____ , Personally appeared _____ , To me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he (they) executed the same as his (their) free and voluntary act and deed for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires:

_____

STATUTORY BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and

_____

a Corporation organized under the laws of the State of _____

and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee**, in the penal sum of _____

_____ DOLLARS

_____ in lawful money of the United States of America, 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.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the

City of Shawnee, Oklahoma, dated _____ 20 ____ for:

Shawnee City Lake Dam Improvements Project No. C-21-06B

all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Shawnee, City Hall, Shawnee, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or subcontractors of said Principal who performs work in the performance of such contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, the amount so due and unpaid.

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.

STATUTORY BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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 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.

PRINCIPAL:

ATTEST: _____

_____ By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

Address of Surety or Agent:

_____

_____ Telephone No. of Surety/Agent:

_____ _____

PERFORMANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That We,_____, as Principal, and _____ as Surety, are held and firmly bound unto the City of Shawnee (City), a Municipal Corporation, and city of the first class, of the State of Oklahoma, in 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.

The conditions of this obligation are such that whereas, said Principal was the lowest and best bidder for the making of the following City work and improvement:

Project No. C-21-06B Shawnee City Lake Dam Improvements

and has entered into a certain written contract with the City of Shawnee on the _____ day of ___ _____, 20_____, for the construction of said work and improvement all in compliance with the plans and specifications therefore, made a part of said contract and on file in the Office of the City Clerk, and said contract is hereby made a part and parcel of this bond as if literally written herein.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials, and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Shawnee from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save the City of Shawnee harmless from all suits and claims in infringement or alleged infringement or patent rights or processes, 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.

PERFORMANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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:

_____
Secretary-Witness

_____
Contractor

By: _____
Principal

ATTEST:

_____
Secretary-Witness

_____
Surety

By: _____
Attorney-in-Fact

ATTEST:

_____
City Clerk

City of Shawnee

_____
Mayor

Reviewed for form and legality.

_____
City Attorney

MAINTENANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal, and _____ a corporation organized under the laws of the state of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the **City of Shawnee, Oklahoma,** in the penal sum of _____ DOLLARS _____ in lawful money of the United States of America said sum being equal to one hundred percent (100%) of the contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____ 20 _____

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with the **City of Shawnee, Oklahoma,** dated _____ 20 ____ for: Shawnee City Lake Dam Improvements Project No. C-21-06B all in compliance with the specifications therefor, made a part of said Contract and on file in the office of the City Clerk, City of Shawnee, City Hall, Shawnee, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to the City of Shawnee 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 of one (1) year from and after acceptance of said project by the City of Shawnee; 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 the City of Shawnee 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.

MAINTENANCE BOND
Shawnee City Lake Dam Improvements
City of Shawnee

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.

PRINCIPAL:

ATTEST: _____

_____ By _____

SURETY:

_____

By _____
Attorney-in-Fact

Address of Surety or Agent:

_____

_____

_____

Telephone No. of Surety/Agent:

_____

CONTRACTOR APPLICATION FOR PAYMENT
Shawnee City Lake Dam Improvements
City of Shawnee

Project No.: C-21-06B Date: _____

Account No.: _____ P. O. No.: _____ Application No.: _____

Project Name Shawnee City Lake Dam Improvements

Contractor: _____

Engineer: _____

Period From: _____ 20 _____ To: _____ _____

ORIGINAL CONTRACT AMOUNT $ _____

Net Adjustments Due To:
Change Orders (List No.'s & Dates): $ _____

_____ _____

_____ _____

Quantity Changes (List Sheet & Dates): $ _____

_____ _____

_____ _____

Other (Describe): $ _____

_____

_____

CURRENT CONTRACT AMOUNT $ _____

PREVIOUS PAYMENTS TO CONTRACTOR $ _____

PREVIOUS RETAINAGE $ _____

TOTAL VALUE OF WORK THIS PERIOD $ _____

RETAINED AMOUNT: (_____)% $ _____

Engineer's Adjustments (Describe) $ _____

_____

_____

PAYMENT DUE THIS PERIOD: $ _____

TOTAL PAYMENTS TO DATE: $ _____

TOTAL RETAINAGE TO DATE: $ _____

The undersigned Engineer certifies that to the best of his knowledge, observations, and belief, the information presented as a basis payment in this Application is correct, and the Contractor is entitled to the PAYMENT DUE THIS PERIOD.

Date:

Engineer: _____ _____

CONTRACTOR APPLICATION FOR PAYMENT
Shawnee City Lake Dam Improvements
City of Shawnee

Owner: City of Shawnee Date: _____

* indicates final quantity

The undersigned Contractor certifies that all work in this Application for Payment has been completed in accordance with the Contract Documents, and that he has paid all obligations for previously completed work on which payments have been issued.

Contractor _____

.

I've inspected the project and applicable stored materials and construction qualities requested in this payment are true and correct, and all work has been performed in accordance with the project plans and specifications.

Construction Inspector _____

INVOICE AFFIDAVIT
Shawnee City Lake Dam
Improvements
City of Shawnee

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned consulting engineer or contractor, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer, or employee of the City of Shawnee, of money or any other thing of value to obtain payment of this invoice.

_____
Consulting Engineer or Contractor

Subscribed and sworn to before me on this _____day of_____20 _____

_____
Notary Public

(Seal)

My Commission Expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned City of Shawnee project engineer, of lawful age, being first duly sworn, on oath says that this invoice is true and correct. Affiant further states that the work, services, or materials as shown by this invoice have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has received no payment of money, gift, or donation, or any other thing of value, either directly or indirectly, from consulting engineer or contractor to obtain payment of this invoice.

_____
City of Shawnee Project Engineer

Subscribed and sworn to before me on this _____day of_____20

_____
Notary
Public (Seal)

My Commission Expires: _____

SALES TAX EXEMPTION CERTIFICATE
Shawnee City Lake Dam Improvements
City of Shawnee

PROJECT: Shawnee City Lake Dam Improvements

COMPANY: _____

has been appointed agent for the City of Shawnee, Oklahoma, for the purchase of property or services for the above-referenced project to be owned by the City of Shawnee. Payment of the purchase price of such property or services shall be made by the Company and not the City, and the supplier shall have no recourse whatever against the City on account of the failure of the Company or any of its subcontractors or agents to pay the purchase price, or any part thereof, of such property or services. Upon passage of title, all such property will be included in a project owned by the City. All of such property or services are exempt from Oklahoma Sales and Use Taxes and/or City Sales Taxes.

DATED this _____ day of _____ 20 22

CITY OF SHAWNEE, OKLAHOMA

_____
Andrea Weckmueller-Behringer,
City Manager

GENERAL CONDITIONS
Shawnee City Lake Dam Improvements
City of Shawnee

1. Definitions
2. Contract Documents
3. Construction Notification
4. Shop Drawings
5. Materials, Services and Facilities
6. Equipment and Methods
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Emergency Work
14. Changes in the Work
15. Changes in Contract Price
16. Time for Completion and Liquidated Damages
17. Correction of Work
18. Subsurface Conditions
19. Suspension of Work, Termination and Delay
20. Payment to Contractor
21. Acceptance of Final Payment as Release
22. Insurance
23. Contract Security
24. Assignments
25. Indemnification
26. Assumption of Risks
27. Separate Contracts
28. Subcontracting
29. Engineer's Authority
30. Land and Rights-Of-Way
31. Guaranty
32. Cooperation with the Owner and Other Contractors
33. Arbitration by Mutual Agreement
34. Taxes

1. DEFINITIONS

1.1. Wherever used in the contract documents, the following terms shall have the meanings indicated and shall be applicable to both the singular and plural thereof:

a) Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications by additions, deletions, clarifications or corrections.

b) Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

c) Bidder: Any person, firm or corporation submitting a bid for the work. d. Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor’s surety in accordance with the contract documents.

d) Bonds: Bid, performance, payment (statutory) and maintenance bonds and other instruments of security furnished by the Contractor and the Contractor’s surety in accordance with the contract documents.

e) City – or Owner: The City of Shawnee, designated as “Party of the First Part,” in the Contract Agreement and for whom the work covered by this Contract is to be performed, acting on behalf of the City of Shawnee, Oklahoma.

f) Change Order: A written order to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the contract documents or authorizing an adjustment in the contract price or contract time.

g) Contract Documents: The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment (Statutory) Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

h) Contract Price: The total monies payable to the Contractor under the terms and conditions of the contract documents.

i) Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

j) Contractor: The person, firm or corporation with whom the Owner has executed the agreement.

k) Drawings: The parts of the contract documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

l) Engineer: The person, firm or corporation designated, appointed, or otherwise employed or delegated by the Owner for this work, or their duly authorized agents, such agents acting within the scope of the particular duties entrusted to them in each case.

m) Field Order: A written order effecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

n) Notice to Proceed: Written communication issued by the Owner to the Contractor authorizing him/her to proceed with the work and establishing the date for commencement of the work.

o) Notice of Award: The written notice by Owner to the apparent successful bidder stating that, upon compliance by the apparent successful bidder with the conditions enumerated therein within the time specified, Owner will sign and deliver the agreement.

p) Plans: All Drawings submitted by the successful bidder with his proposal and by the Contractor to the Owner, when and as approved by the Engineer, and all Drawings furnished by the Owner as a basis for proposals and those furnished during the progress of the work as provided for herein.

q) Project: The undertaking to be performed as provided in the contract documents.

r) Resident Project Representative: The authorized representative of the Owner who is assigned to the project site or any part thereof.

s) Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor which illustrate how specific portions of the work shall be fabricated or installed.

t) Specifications: A part of the contract documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

u) Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work at the site.

v) Substantial Completion: That date certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed, in accordance with the contract documents, to allow the project or specified part to be utilized for the purposes for which it is intended.

w) Supplier: Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

x) Work: All labor necessary to produce the construction required by the contract documents and all materials and equipment incorporated or to be incorporated in the project.

y) Written Notice: Any notice in writing to any party to the agreement regarding any part of this agreement. Said written notice shall be considered delivered and the service thereof completed when posted by certified or registered mail to said party at their last given address or delivered in person to said party or their authorized representative at the project site.

z) Working Day: Any day, other than a City holiday, Saturday or Sunday, on which weather and working conditions would permit the normal forces of the Contractor to proceed with regular work continuously for a period of at least 6 hours out of the normal 8-hour day, unless work is suspended for causes beyond the Contractor's control. Saturday's, Sunday's and City holidays on which the Contractor's forces engage in regular work requiring the presence of an inspector will be considered working days.

1.2. Whenever in these Contract Documents the words "as ordered," "as directed,' "as required." "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.

1.3. Similarly the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgement of the Owner and Engineer.

1.4. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the Contract Agreement of which these General Conditions are a part.

2. CONTRACT DOCUMENTS

2.1. It is expressly understood and agreed that the Invitation for Bids, Instructions to Bidders, Proposal, Performance Bond, Statutory Bond, Maintenance Bond, Contract Agreement,

General Conditions, Specifications, Drawings, and other Specifications and Engineering data furnished by the Contractor (when and as approved by the Owner or Engineer), together with instructions furnished by manufacturers of equipment for the installation thereof, and such other additional Drawings and instructions which may be furnished by the Engineer as are necessary to make clear and to define in greater detail the intent of the Specifications, are each and all included in this Contract, and the work shall be done fully in accordance therewith.

2.2. The Contract Documents comprise the following general classifications of documents, including all modifications thereto.

(a) Bidding Documents

(b) Contractual Documents

(c) General Conditions of the Contract

(d) Specifications

(e) Drawings

(f) Additional Drawings and Instructions

(g) The order of precedence for documents shall be the Specifications (Technical and General Provisions, respectively), Drawings, General Conditions, Contract Agreement, Instructions to Bidders, and Invitation to Bid.

2.3. Bidding Documents

The bidding documents issued by the Owner to assist bidders in preparing their bids include:

(a) Invitation to Bid bound herewith.

(b) Instructions to Bidders bound herewith.

(c) Federal-Aid contract special provisions, all executable provisions properly completed and signed.

(d) The bid or proposal, which is the offer of a bidder to perform the work described in the Contract Documents, prepared and submitted on the Proposal Form and Bid Proposal Form bound herewith, and properly signed and guaranteed.

(e) Bid Affidavits, all properly completed and signed.

(f) Any addenda shall be made a part of the Contract. Receipt of each addendum issued during the bidding period shall be acknowledged in the bid.

2.4. Contractual Documents:

2.4.1. The Agreement covers the performance of the work described in the Contract Documents, including all supplemental addenda thereto, and the Specifications and

Drawings pertaining to the work or materials therefor. The Agreement Form is bound herewith.

2.4.2. The Contractor shall furnish Surety Bonds payable to the Owner as indicated in these Contract Documents. Endorsement by the Surety Company of any of the Bonds listed above on behalf of the Contractor shall indicate their complete understanding and agreement with all of the conditions and provisions of this Contract. The Surety Company shall waive their right of notification by the Owner of any change or modification of this Contract, or of decreased or increased work, or of the cancellation of this Contract, or of any other acts by the Owner or its employees or agents under the terms of this Contract. This waiver by the Surety Company shall in no way relieve their obligations under this Contract.

(a) Performance Bond in an amount equal to 100 percent of the total contract amount, conditioned upon the faithful performance and completion of all covenants and stipulations under the Contract.

(b) Statutory Bond in an amount equal to 100 percent of the total contract amount, for the payment of all persons, companies, or corporations who perform labor or furnish materials under this Contract.

(c) Maintenance Bond in an amount equal to 100 percent of the total contract amount, effective for a period of one year after written final acceptance of the work by the Owner.

2.5. General Conditions. General Conditions of the Contract bound herewith and of which this paragraph is a part.

2.6. Specifications and Drawings. Specifications bound herewith, and of which this paragraph is a part, and all Drawings and Plans, including but not limited to those listed in the Specifications.

2.6.1. The drawings and specifications are tools to be used by the Contractor to enable the Contractor to furnish all labor, materials, tools, equipment and transportation necessary for the proper performance of the work in accordance with the contract documents and all incidental work necessary to complete the project in an acceptable manner, ready for use, occupancy or operation by the Owner.

2.6.2. In case of conflict between the drawings and the specifications, the specifications shall govern. Figure dimensions and drawings shall govern over scale dimensions and detail drawings shall govern over general drawings.

2.6.3. Any discrepancies found between the drawings and specifications and site conditions or any inconsistencies or ambiguities in the drawings or specifications shall be immediately reported, in writing, to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2.6.4. In the event where existing conditions will not permit the construction of an improvement in accordance to the contract drawings and specifications, then the contractor shall immediately request written clarification from the Engineer before proceeding with the construction affected by such discrepancies.

2.7. Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the plans. Deviations from the plans, as may be required by the exigencies of construction, shall in all cases be determined by the Engineer and authorized in writing.

2.8. Titles and Headings:

2.8.1. The titles and heading printed on the Drawings, the General Conditions, the Specifications, or elsewhere in the Contract Documents are inserted for reference only, and shall not be taken or considered as having any bearing on the interpretation thereof.

2.8.2. Separation of the Specifications into divisions and sections shall not operate to make the Engineer and arbiter, or to establish limits of work between the Contractor and subcontractors, or between trades.

2.9. Additional Instructions and Detail Drawing:

2.9.1. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the contract documents.

2.9.2. The additional drawings and instructions thus supplied will become a part of the contract documents. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

3. CONSTRUCTION NOTIFICATION

3.1. The Contractor shall notify the City and all property owners adjacent to the project before beginning actual construction.

4. SHOP DRAWINGS

4.1. The Contractor shall provide shop drawings as may be necessary for the performance of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a Change Order.

4.2. When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

5. MATERIALS, SERVICES AND FACILITIES

5.1. It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the work within the specified time.

5.2. Materials and equipment shall be so stored as to preserve their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located to facilitate prompt inspection.

5.3. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

5.4. Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

5.5. Materials, supplies or equipment to be incorporated into the work shall be purchased by the Contractor or the subcontractor free and clear of chattel mortgages, conditional sales contracts or other agreements by which an interest is retained by the seller.

5.6. Whenever under this Contract it is required that the Contractor furnish materials or do work for which not detailed Specifications are indicated, the materials shall be of the best quality and workmanship obtainable from firms of established reputation and experience. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment as a whole or in part.

6. EQUIPMENT AND METHODS

6.1. All work shall be performed with materials, tools, machinery, equipment and labor, and by such methods as are necessary to complete the work in accordance with the Contract Documents.

6.2. If at any time the Contractor's plant, equipment, or labor, or any of his methods of execution of the work are deemed inefficient or inadequate by the Engineer to ensure the required quality or rate of progress, the Owner may require the Contractor to increase or improve his labor, facilities, or methods.

6.3. Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, shall be used only at the risk and responsibility of the Contractor. The Engineer shall not be responsible in any way for the methods used by the Contractor.

6.4. The Contractor shall comply promptly therewith, but neither compliance with such order nor failure of the Owner to issue such orders shall relieve the Contractor from his

obligation to secure the quality of construction and the rate of progress required. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his (her) equipment methods.

7. INSPECTION AND TESTING

7.1. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the contract documents.

7.2. The Contractor will be held strictly to the intent of the contract documents in regard to the quantity, quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.

7.3. The Owner shall provide all inspection and testing services not required by the contract documents. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by the contract documents.

7.4. If the contract documents, laws, ordinance, rules, regulations or orders of any public authority having jurisdiction require any specific work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

7.5. Inspections, tests or approvals by the Engineer or others shall not relieve the Contractor from the obligation to perform the work in accordance with the requirements of the contract documents.

7.6. The Owner and/or the Owner’s representatives will at all times have access to the work for inspections. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, pay-rolls, records of personnel, invoices of materials and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and for any inspection or testing thereof.

7.7. If any work is covered preventing inspection, it must, if requested by the Engineer, be uncovered for the Engineer's observation and the covering replaced at the Contractor's expense.

7.8. The Owner’s inspector shall have the right to stop the work if, in his (her) judgement, such action is necessary to allow proper inspection, avoid irreparable damage, safeguard persons or property, or avoid subsequent rejection of work which could not be readily replaced or restored to an acceptable condition. Such stoppage shall be for a period reasonably necessary for notification of the Engineer and his (her) evaluation of the work. Any cost associated with the work stoppage shall be borne by the Contractor and no claim for additional time or compensation will be considered.

7.9. Inspection by the Owner does not include any review of the adequacy of the Contractor's safety measures in, on, or near the construction. The Contractor shall have full responsibility for the adequacy of all safety precautions, and for the means, methods, techniques, sequences, ad procedures required to perform the work.

8. SUBSTITUTIONS

8.1. Whenever a material, article or piece of equipment is identified on the drawings or specifications by referenced to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.

8.2. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number and if, in the opinion of the Engineer, such material, article or piece of equipment is of equal substances and function to that specified, the Engineer may approve its substitution and use by the Contractor. The decision of the Engineer shall be final.

8.3. Written acceptance shall be obtained from the Engineer prior to purchase of substitute material or equipment.

8.4. Any cost differential derived from the substitution shall be deductible from the contract price and the contract documents shall be appropriately modified by Change Order.

8.5. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the contract price or contract time.

9. PATENTS

9.1. The Contractor shall pay all applicable royalties and license fees and shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design or product of a particular manufacturer or manufacturers is specified; however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

10.1. The Owner shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the work, together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. From the information

provided by the Owner, unless otherwise specified in the contract documents, the Contractor shall develop and make all detail surveys needed for construction, such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

10.2. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.

10.3. Permits and licenses of a temporary nature necessary for the performance of the work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental General Conditions. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided below.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and program in connection with the work. The Contractor will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the work and other persons who may be affected thereby and for the protection of all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when performance of the work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

11.3. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent the threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1. The Contractor will supervise and direct the work. S(H)e will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

12.2. The Contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site.

12.3. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.

12.4. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

13. EMERGENCY WORK

13.1. In case of an emergency which threatens loss, damage, or injury to persons or property, and which requires immediate action to remedy, the Owner shall require the Contractor to provide immediate suitable protection to the persons and property. In the absence of the Contractor’s personnel, the Owner may cause emergency work to be done and material to be furnished and adequate. The cost and expense of such work and material shall be borne by the Contractor and if the same shall not be paid upon presentation of the bills therefor, then such costs shall be deducted from any amounts due or to become due the Contractor.

13.2. The performance of emergency work under the direction of the Owner shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Owner.

14. CHANGES IN THE WORK

14.1. The Owner may, at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents or in the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

14.2. The Engineer may also, at any time, by issuing a field order, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Engineer unless the Contractor believes that such field order

entitles the Contractor to a change in contract price or time, or both, in which event, the Contractor shall give the Engineer written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter, the Contractor shall document the basis for the change in contract price or time within thirty (30) days.

14.3. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.

15. CHANGES IN CONTRACT PRICE

15.1. The contract price may be changed only by a Change Order.

15.2. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved;

(b) An agreed lump sum.

16. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

16.1. The date of beginning and the time for completion of the work are essential conditions of the contract documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.

16.2. The Contractor will proceed with the work at such rate of progress as to ensure full completion within the contract time. It is expressly understood and agreed by and between the Contractor and the Owner that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

16.3. If the Contractor shall fail to complete the work within the contract time or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the bid for each calendar day the Contractor shall be in default after the time stipulated in the contract documents.

16.4. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due to the following and the Contractor has promptly given written notice of such delay to the Owner or Engineer:

(a) Any preference, priority or allocation order duly issued by the Owner;

(b) Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts or the Owner, acts of another contractor in the performance of a contract with the Owner, fires, flood, epidemics, quarantine, restrictions, strikes, freight embargoes and abnormal and unforeseeable weather; and

(c) Any delays of subcontractors occasioned by any of the causes specified in above paragraphs (a) and (b) of this article.

17. CORRECTION OF WORK

17.1. The Contractor shall promptly remove from the premises all work rejected by the engineer for failure to comply with the contract documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work in accordance with the contract documents without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damages by such removal or replacement.

17.2. All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the Owner may remove such work and store the materials at the expense of the Contractor.

18. SUBSURFACE CONDITIONS

18.1. The Contractor shall promptly, before such conditions are disturbed except in the event of an emergency, notify the Owner by written notice of:

(a) Subsurface or latent physical conditions at the site differing materially from those indicated in the contract documents; or

(b) Unknown physical conditions at the site of an unusual nature which differ materially from those ordinarily encountered and generally recognized as inherent in the work the character provided for in the contract documents.

18.2. The Owner shall promptly investigate the conditions and, if it is found that such conditions do so materially differ and cause an increase or decrease, an adjustment shall be made and the contract documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the required written notice has been given and provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

19. SUSPENSION OF WORK, TERMINATION AND DELAY

19.1. The Owner may suspend the work or any portion thereof for a period of not more than ninety (90) days or until such further time as agreed upon by the Contractor in a written notice to the Contractor and the Engineer fixing the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, for any costs and/or delays incurred which are directly attributable to any suspension.

19.2. If any of the following conditions occur:

(a) The Contractor is adjudged bankrupt or insolvent or makes a general assignment for the benefit of its creditors;

(b) A trustee or receiver is appointed for the Contractor or for any of its property;

(c) Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy of applicable laws;

(d) The Contractor repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment;

(e) The Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;

(f) The Contractor disregards laws, ordinance, rules, regulations or orders; and

(g) The Contractor disregards the authority of the Engineer or otherwise violates any provision of the contract documents;

(h) then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a written notice, terminate the services of the Contractor and take possession of the project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

19.3. Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter occur. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the contract documents.

19.4. After ten (10) days from the delivery of a written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit.

19.5. If, through no act or fault of the Contractor, the work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a written notice to the Owner and the Engineer, terminate the contract and recover from the Owner payment for all work executed and all expenses sustained. In addition to and in

lieu of terminating the contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make payment as aforesaid, the Contractor may, upon ten (10) days written notice to the Owner and Engineer, stop the work until paid all amounts then due, in which event and upon resumption of the work, Change Orders shall be issued to adjust the contract price or extend the contract time, or both, to compensate for the costs and delays attributable to the stoppage of the work.

19.6. If the performance of all or any portion of the work is suspended, delayed or interrupted as a result of a failure by the Owner or Engineer to act within the time specified in the contract documents or if no time is specified, within a reasonable time, an adjustment in the contract price or an extension of the contract time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays unnecessarily caused by the failure of the Owner or Engineer.

20. PAYMENT TO CONTRACTOR

20.1. At least ten (At least ten (10) days before each progress payment falls due (but not more often that once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor, covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by supporting data, satisfactory to the Owner, which will establish the Owner's title to the material and equipment and protect the Owner's interest therein, including applicable insurance. The Engineer will, within ten (10) days after the receipt of each partial payment estimate, either indicate approval of payment in writing and present the partial payment estimate to the Owner or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within ten (10) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 10% of said estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily and amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the work is not satisfactory, additional amounts may be retained; however, in no event shall the total retainage be more than 10% of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which, in the judgment of the Owner, are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed.

20.2. The request for payment may also include an allowance for the cost of major materials and equipment suitably stored either at or near the site.

20.3. Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

20.4. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

20.5. Upon completion and acceptance of the work, the Engineer shall issue a certificate attached to the final payment request that the work has been accepted under the conditions of the contract documents. The entire balance found to be due to the Contractor, including the retained percentages, except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the work.

20.6. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts therefore, equipment, tools and supplies incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived. If the Contractor fails to do so, the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents. In no event shall these provisions be construed to impose any obligations upon the Owner to the Contractor, the Contractor's surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

20.7. If the Owner failed to make payment within thirty (30) days after approval by the Engineer, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the Contractor.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

21.1. Acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others, relating or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance of the payment bonds.

22. INSURANCE

22.1. The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

(a) Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;

(b) Claims for damages because of bodily injury, occupational sickness or disease or death of employees;

(c) Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;

(d) Claims for damages covered by the usual personal injury liability coverage which is sustained by:

1. Any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor; or
2. Any other person;

(e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

22.2. Certificates of insurance acceptable to Owner shall be filed with the Owner prior to commencement of work. These certificates shall contain a provision that coverage’s afforded under the policies will not be cancelled unless at least fifteen-(15) days' prior written notice has been given to the Owner.

22.3. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, liability insurance as hereinafter specified:

(a) Contractor's general public liability and property damage insurance, including vehicle coverage, issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under the contract documents, whether such operations be by the Contractor or by any

subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident, and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident and a limit of liability not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

(b) The Contractor shall acquire and maintain, if applicable, fire and extended coverage insurance upon the project to the full insurable value thereof for the benefit of the Owner, the Contractor and the subcontractors, as their interest may appear. This provision shall in no way release the Contractor or the Contractor's surety from obligations under the contract documents to fully complete the project.

22.4. The Contractor shall procure and maintain, at the Contractor's own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workers' Compensation insurance, including occupational disease provisions, for all of the Contractor's employees at the site of the project and, in case any work is sublet, the Contractor shall require such subcontractor similarly to provide Workers' Compensation insurance, including occupational disease provisions, for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of its employees not otherwise protected.

22.5. The contractor shall secure, if applicable, "all risk" type Builder's risk insurance for work to be performed. Unless specifically authorized by the Owner, the amount of such insurance shall not be less than the contract price totaled in the bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the contract time and until the work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

23. CONTRACT SECURITY

23.1. The Contractor shall, within ten (10) days after the receipt of the Notice of Award, furnish the Owner with a performance bond and a payment (statutory) bond in penal sums equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents and upon the prompt payment by the Contractor to all persons supplying labor and materials in the performance of the work required by the contract documents. Such bonds shall be executed by the Contractor and a corporate bonding

company licensed to trans- act such business in the State in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If, at any time, a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, Contractor shall, within ten (10) days after notice from the Owner, substitute another bond and surety, both of which must be acceptable to Owner. The premiums on such bond shall e paid by the Contractor. No further payment shall be deemed due nor made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

24. ASSIGNMENTS

Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the contract or any portion thereof or of any right, title or interest therein or any obligations thereunder without written consent of the other party.

25. INDEMNIFICATION

25.1. The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, including the loss of use resulting therefrom, which is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

25.2. In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by an of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under the Workers' Compensation Act, disability benefits acts or other employee bene- fits acts.

25.3. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

25.4. The rights of the Owner under this Contract in control of the quality and completeness of the work shall not make the Contractor an agent of the Owner. The liability of the Contractor for damages to persons or property arising from the work shall not be lessened because of such rights.

26. ASSUMPTION OF RISKS

Until completion of the work in accordance with the Contract Documents and written final acceptance by the Owner, the work shall be under the Contractor's care and charge, and he (she) shall be fully responsible therefor. The Contractor shall replace, repair, or restore to the Engineer's satisfaction, all work damaged whatsoever.

27. SEPARATE CONTRACTS

27.1. The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

27.2. The Owner may perform additional work related to the project or the Owner may let other contracts containing provisions similar to these. The Contractor will afford the other con- tractors who are parties to such contracts (or the Owner, if the Owner is performing the additional work) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the work with theirs.

27.3. If the performance of additional work by other contractors or the Owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes the performance of such additional work by the Owner or other involves it in additional expense or entitles it to an extension of the contract time, the Contractor may make a claim therefore as provided in Sections 13 and 14.

28. SUBCONTRACTING

28.1. The Contractor may utilize the services of specialty subcontracts on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

28.2. The Contractor shall not award work to subcontractor(s) in excess of fifty (50) percent of the contract price or in excess of fifty (50) percent of the labor and equipment required to install the project without prior written approval of the Owner.

28.3. The Contractor shall be as fully responsible to the Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

28.4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the contract

documents insofar as applicable to the work of subcontractors and to give the Contractor the same power regarding termination of any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

28.5. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Owner.

29. ENGINEER'S AUTHORITY

29.1. The Engineer shall act as the Owner's representative during the construction period, shall decide questions which may arise as to quantity, quality and acceptability of materials furnished and work performed.

29.2. The Engineer may make visits to the site and determine if the work is preceding in accordance with the contract documents.

29.3. The Engineer shall have the power to reject work, which does not conform to the terms of this Contract. His (her) estimate and decision on all matters shall be a condition precedent to appeal to the Owner.

29.4. The Engineer’s decision shall be final in regard to Change Order prices, and no claim shall be made for additional amounts after a Change Order has been approved by the Engineer.

29.5. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.

29.6. The acceptance by the Engineer of any drawing or any method of work proposed by the Contractor shall not relieve the Contractor of his (her) responsibility under the provisions of this Contract. The Contractor shall not be regarded as an officer or employee of the Engineer or Owner, and shall have no claim because of the failure or inadequacy of any plan or method so accepted. Acceptance shall be considered to mean only that the Engineer has no objection to the Contractor using the proposed plans or method at his own risk and responsibility.

30. LAND AND RIGHTS-OF-WAY

30.1. Prior to issuance of the Notice to proceed, the Owner shall obtain all land and right-of-way necessary for the carrying out and completion of the work to be performed pursuant to the contract documents, unless otherwise mutually agreed.

30.2. The Owner shall provide the Contractor with information that delineates and describes the lands owned and right-of-way acquired.

30.3. The Contractor shall provide, at its own expense and without liability to the Owner, any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

31. GUARANTY

31.1. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness.

31.2. In the event the Contractor should fail to make such corrections, the Owner may do so and charge the Contractor the costs thereby incurred. The performance bond shall remain in full force and effect throughout the guarantee period.

31.3. All special guarantees or warranties applicable to specific parts of the work as may be stipulated in the Specifications or other documents forming a part of this Contract, shall be subject to the terms of this Section during the first year of each such guarantee. All special guarantees and manufacturers' warranties shall be furnished by the Contractor to the Engineer before the acceptance of the work.

32. ARBITRATION BY MUTUAL AGREEMENT

32.1. All claims disputes and other matters in question arising out of or relating to the contract documents or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided in Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be rendered upon it in any court having jurisdiction thereof.

32.2. Notice of the request for arbitration shall be filed in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for arbitration shall in no event be made on any claim, dispute or other matter n question that would be barred by the applicable statute of limitations.

32.3. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise mutually agreed in writing.

33. TAXES

The Contractor will pay all sales, consumer, use and other similar taxes required by the laws of the place where the work is performed.

SPECIAL CONDITIONS
Shawnee City Lake Dam Improvements
City of Shawnee

1 GENERAL

1.1. CONSTRUCTION SURVEYS

1.1.1. Horizontal and vertical control points are provided on the plans. The Contractor shall provide a land surveyor licensed to perform land survey in the State of Oklahoma to develop, make, and maintain all detail surveys necessary for construction, including slope stakes and batter boards, and shall furnish stakes for reference points and for working points, lines, and elevations. The Contractor shall be responsible for the accuracy of all lines and grades and for the finished work being constructed in conformity to the plans and specifications. The Contractor shall exercise care and be responsible for the preservation of all control points established for his use in staking out the Work.

1.2. EXPLOSIVES

1.2.1. The use of explosives will not be permitted on this project.

1.3. PERMITS AND REGULATIONS

1.3.1. The contractor shall secure and pay for all construction permits required to carry out the work unless otherwise specified and shall produce same upon demand of the Owner. The Contractor shall give all notices and pay all fees and shall, before starting work, ascertain whether the drawings and Specifications are at variance with any codes or regulations applying at the site.

1.4. WATER

1.4.1. The contractor may have access to approved fire hydrants to obtain water for compaction, testing and other construction uses provided a written request is submitted to and approved by the Engineer. The cost of water will not be charged to the contractor unless wastage becomes excessive.

1.5. CLASSIFICATION OF EXCAVATION

1.5.1. All excavation shall be classified as unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all materials of whatever character encountered in the work. The Contractor shall base his bid solely upon his site investigations. Where rock is encountered no direct payment shall be made for rock excavation as all costs in connection therewith are to be included in the unit price requiring such work. No direct payment shall be made for earth or structural excavation, as all costs in connection therewith are to be included in the unit price items requiring such work.

2 REMOVAL OF WATER

2.1. The Contractor shall at all times during the construction of the work provide and maintain proper and adequate dewatering equipment for the removal and disposal of all surface and ground water and water from other sources entering excavations for structures, trenches, or other parts of the work. Surface water shall be diverted, and otherwise prevented from entering excavations and trenches to the greatest extent practicable without damage to adjacent property from dikes, ditches, or impounded water.

2.1.1. Excavations for structures shall be kept dry until the structure to be built therein is completed to the extent that no damage from hydrostatic pressure, floatation, or otherwise will result from contact with water. All excavations for structures which extend down to or below the static ground water elevations at the sites of such structures shall be dewatered by lowering and maintaining the ground water beneath such excavations distance of not less than 12 inches below the bottom of the excavation at all times when work thereon is in progress, during subgrade preparation and the placing of concrete reinforcement thereon and continuously thereafter until the concrete in the floor or footing containing such steel has been placed and hardened. No reinforcement steel shall be placed in water and no water shall be permitted to rise over such steel before the concrete has been deposited.

2.1.2. Pipe trenches shall be kept free from water during excavation, fine grading, pipe laying and jointing, and pipe embedment operations in an adequate and acceptable manner. Where the trench bottom is mucky or otherwise unstable because of the presence of ground water, and in all cases where the static ground water elevation is above the bottom of any trench or bell hole excavation, such ground water shall be lowered by means of well points and keep the trench free from water and the trench bottom stable, at all times when work within the trench is in progress.

2.1.3. The Contractor will be held responsible for the condition of any existing or proposed drain or other conduit or pipe line which may be used for drainage purposes in the vicinity of construction and all such pipes or conduits shall be clean and free from all sediment before acceptance thereof by the Engineer.

3 TRAFFIC CONTROL AND SAFETY

3.1. SAFETY

3.1.1. The Contractor shall provide adequate barricades, flashers and signs on the construction site to insure the safety of workmen and the public. This shall be considered incidental to construction. Anytime that an unsafe condition exists the field inspector shall immediately halt the construction and order the unsafe practice to be corrected.

3.2. STORED MATERIALS ON PUBLIC RIGHT-OF-WAY

3.2.1. Neither the materials excavated nor the construction materials shall be placed so as to endanger the public or work or prevent free access to all fire hydrants, water valves, gas valves, manholes for electric or telephone, traffic signal conduits, sewers or fire alarms in the vicinity.

3.3. ROAD CLOSINGS

3.3.1. All roadways and driveways will be accessible for the duration of the project.

3.4. BARRICADES

3.4.1. When work is carried on, in, or adjacent to any street, alley or public place, the Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen and flagmen and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades, lights, and other warning devices shall as a minimum meet all AASHTO Standards. The Contractor shall comply with the Manual of Uniform Traffic Control before erecting barricades.

3.4.2. All open trenches shall be barricaded and marked whether on or adjacent to the traveled portion of the right-of-way or not. Trenches on or adjacent to the traveled portion of the right-of-way shall, as a minimum, be completely barricaded and shall be marked (lighted) at forty (40) foot intervals. Trenches not on the traveled portion of the right-of-way shall be barricaded as necessary and shall, as a minimum, be marked at sixty (60) foot intervals.

3.4.3. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it.

4 UTILITY LOCATIONS

4.1. Major underground utilities crossing the work areas are shown in their approximate locations on the plans. All utilities may not be shown. The indicated locations are only general and the depths are unknown. Service drops or lines are not shown. The Contractor shall be responsible to determine and verify the exact location and depth. The Contractor shall coordinate the relocation of any and all utilities which may interfere with the proposed construction.

4.2. The Contractor shall arrange for all temporary safeguards necessary when working in proximity to utility facilities. The cost of these safeguards shall be included in other items of work. The Contractor shall give the utility company adequate notice to avoid delay of work.

4.3. Prior to beginning of construction the Contractor shall have all existing underground utilities located and marked on the ground and the alignment of proposed improvements staked. These utility locations will be used to determine the necessity of revisions to the location of underground improvement prior to beginning of construction.

5 SHOP DRAWINGS AND PRODUCT DATA

5.1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

5.2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

5.3. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations stated below in paragraph 10.4.

5.4. The Engineer will review and approve or take other appropriate action upon the Contractors submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

5.5. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

5.6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

5.7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, and has

checked and coordinated the information contained within such submittals with the requirements of the Work and the Contract Documents.

5.8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

5.9. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals.

5.10. Shop Drawings shall be submitted for all items specifically fabricated for this Project. Product data shall be submitted for all pre-manufactured items used on this Project. Product certifications shall be provided by the manufacturer for all items which are required to meet certain standards by these specifications.

5.11. Submittals shall identify details by reference to plan sheets and/or by specification numbers. Minimum sheet size for submittals shall be 8.5" x 11". When using manufacturer's standard schematic drawings, modify to delete information which is not applicable to Project. Underline, circle or otherwise indicate what item is being proposed.

5.12. The Contractor shall provide the number of copies of submittals required for his own distribution plus two (2) copies which will be retained and/or distributed by the Engineer.

5.13. Each submittal shall be accompanied with a transmittal letter, containing:

5.13.1. Date

5.13.2. Project Title and Number

5.13.3. Contractor's name and address

5.13.4. The number of copies of shop drawings, product datum and certifications

5.13.5. Notification of deviations from Contract

5.14. Submittals shall include:

5.14.1. Identification of product or material

5.14.2. Relation to adjacent structure or material if applicable

5.14.3. Field dimensions, clearly identified as such

5.14.4. Specification section subsection and/or addendum

5.14.5. Applicable standards, such as ASTM number or ODOT Specification

6 MEASUREMENT AND PAYMENT

6.1. It is the intent of the Proposal and these Special Conditions that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the Specifications and other Contract Documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances; providing all construction equipment and tools, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the Proposal.

7 TRADE NAMES AND MATERIALS

7.1. Where the words "Equivalent", "Proper", or "Equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. When the words "or equal to", “approved equal” or other such expressions are used in the Specification in connection with a material, manufactured article or process, the material, article or process, specifically designated shall be used, unless a substitute shall have been approved in writing by the Engineer and the Engineer shall have the right to require the use of such specifically designed material, article or process.

8 STANDARD SPECIFICATIONS

The Oklahoma State Highway Commission "Standard Specifications for Highway Construction" edition of 2009, including supplements, are hereby adopted as part of these specifications where reference is made. Said specifications will be hereinafter referred to as the "Standard Specifications", “ODOT Specifications”, or “ODOT.” However, portions of the Standard Specifications referring to Basis of Payment or contract provisions are not applicable to these specifications. When ODOT Specifications conflict with these specifications or the Construction Drawings, the more stringent shall apply. Where no ODOT specification exists, refer to the City of Shawnee Standard Specifications.

8.1. SITE CONDITIONS

8.1.1. All roads, streets, drives, etc., cut during construction shall be properly protected by barricades, flashing lights, etc., and shall be made passable as soon as possible after construction operations during the day and always at night. Contractor shall maintain the above cut roads in a passable condition until the wearing surface is replaced and then kept in a satisfactory condition for one year after job is completed.

8.2. SATURDAY, SUNDAY, HOLIDAY AND NIGHT WORK

8.2.1. No work shall be performed between the hours of 7:00 p.m. and 7:00 a.m., Work on Saturday, Sunday or legal City holidays will require the written approval or permission of the Owner in each case, except such work as may be necessary for the proper care, maintenances and protection of work already done, or of equipment, or in the case of an emergency.

9 PROTECTION OF PROPERTY

9.1. The protection of City, State and Government monuments, street signs and other Owner's property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced or paid for by the Contractor. Disturbance to this property must first be approved by the agency which owns or controls the property.

9.2. No valves or other control on any utility main or building service line shall be operated by the Contractor.

9.3. At places where the Contractor's operations are adjacent to railway, telegraph, telephone, electric and/or gas lines, or water, sanitary sewers and storm sewers, damage to which results in expense, loss or inconvenience, work shall not proceed until all arrangements necessary for the protection of said lines have been made.

9.4. The Contractor shall cooperate with the Owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum. The revision and/or crossing of the various types of lines shall be made as follows:

9.4.1. All overhead and buried telephone and electrical conduits crossed by the construction of this project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings. The crossing of said lines shall be at the expense of the Contractor. Any overhead cables or buried cables or conduits damaged by the Contractor shall be repaired at his expense to the satisfaction of the Engineer and the Owner.

9.4.2. The contractor shall not remove any water or sanitary sewer lines unless directed by the Engineer or as required by the Drawings and Specifications, and shall adequately brace and protect them from any damage during construction. Any existing water main or sewer main or lateral damage caused by the Contractor's operations will be repaired by the Contractor. The repairs will be made at the Contractor's expense.

9.5. The location of utility service lines serving individual properties are not shown on the Drawings, but the Contractor shall assume that such service lines exist and it shall be the responsibility of the Contractor to contact the necessary utilities and have all utilities located. It shall be the responsibility of the Contractor to make any necessary changes in the line and/or grade of such services, or to secure the necessary changes

therein to be made by the particular utility company involved or other owner thereof, or by an agent or individual Contractor approved by such utility company or other owner. Contractor shall pay the cost of all such revisions whether performed by Contractor, the utility company or other owner, or an approved Contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Engineer and the owner of the utility, and shall repair or cause the same to be repaired, in the same manner as necessary changes above are provided for, the Contractor shall do all things necessary to see that the restoration of services are done as promptly as may be reasonably done. All sanitary sewer service lines damaged shall be replaced with cast iron pipe regardless of type or kind damaged.

9.6. In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Owner may, upon forty-eight (48) hours written notice proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his contract.

10 SCHEDULES

10.1. The Contractor shall provide the following relative to project schedules:

10.1.1. Project Schedule: The Contractor shall furnish the Engineer with a tentative schedule setting forth in detail the procedure he proposes to follow, and giving the dates on which he expects to start and to complete the separate portions of the work. The schedule shall be updated and submitted to the Engineer on a monthly basis corresponding with the date of the monthly progress meetings. If at any time, in the opinion of the Engineer, proper progress is not being obtained, such changes shall be made in the schedule of operations which will satisfy the Engineer that the work will be completed within the period stated in the contract, or extension thereof made as herein provided.

10.1.2. Weekly Schedule of Work: The Contractor shall submit to the Resident Project Representative a schedule of work to be performed each week. The listing shall include the work to be performed each day of the week and the locations. The schedule shall be submitted by the close of business on the Friday before the week covered by the schedule.

11 SUBCONTRACTORS

Contractor shall prepare list of proposed subcontractors including material suppliers; submit to Engineer for approval before subcontracts are awarded.

11.1. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract the Contractor shall:

11.1.1. Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1910 or 1926, as applicable.

11.1.2. Exercise every precaution at all times for the prevention of accidents and protection of persons (including employees) and property.

11.1.3. Submit for review by the Owner and Engineer a safety plan which addresses all applicable safety requirements of current Federal and State laws and outlines procedures for implementation. The plan shall be submitted on or before the seventh calendar day following the effective date of the Notice to Proceed. No field work except mobilization and initial site inspection shall be allowed until the plan is acknowledged by the Engineer.

11.1.4. Submit completed confined space entry forms on a monthly basis covering all confined space entries during the previous calendar month. The reports shall be submitted to the Engineer at the monthly progress meeting.

11.2. ACCESS TO THE WORK

11.2.1. Some of the structures, pipeline segments, and swales scheduled for installation or replacement in the project are located on or near private property. All work is to be performed on Property owned by the City. All proposed easements as indicated on the Construction Drawing may not be available during construction. In addition, the easements and/or right-of-way width covering the proposed work may not be sufficient for the Contractor's construction methods. In such cases, the Contractor shall work with the landowners to find alternative methods of access, and, if necessary, to gain additional work space. A written, signed agreement carefully detailing all provisions shall be obtained by the Contractor. Provisions of all agreements for restoration of removed or damaged private property shall be the responsibility of the Contractor and become part of the work. Private improvements located on the legal access shall be removed and replaced as required by the Contractor at his expense. In such cases the Contractor shall minimize the damage to private property and shall make every effort to work with the landowner. Fences, pavement, out-buildings, and other improvements located on the legal access shall be removed and replaced by the Contractor at NO additional cost to the Owner.

11.3. MONTHLY PROGRESS MEETINGS

11.3.1. The Contractor shall schedule and conduct project progress meetings on a monthly basis and at other times requested by the Owner or Engineer. The

Contractor, Engineer, and all Subcontractors active on the site shall be represented at each meeting. Contractor may at his discretion request attendance by other parties involved in the project.

11.3.2. The Contractor shall preside at the meetings. Meeting minutes will be prepared and distributed by Contractor to the Owner, Engineer and Resident Project Representative. The purpose of the meetings shall be to review the progress of the Work, coordinate the efforts of all parties, discuss any changes in scheduling, resolve other problems and citizen complaints.

11.4. FIELD OFFICE

11.4.1. During the performance of this contract a field office is optional. No separate payment will be made for a field office. The cost for the field office shall be considered incidental to the work.

11.5. TESTING LABORATORY SERVICES

11.5.1. The Contractor shall provide the services of a qualified testing laboratory. Soil compaction testing shall be performed of the finished subgrade at approximately 200 foot intervals. Concrete testing shall be collected for every placement of 10 cubic yards or greater as directed by the Engineer. Asphalt testing shall be performed in accordance with ASTM D4125 / D4125M. Asphalt test cores shall collected at not greater than 500 foot intervals. Core holes shall be refilled with compacted asphalt to the surface.

11.6. POLLUTION PREVENTION PLAN

11.6.1. This item shall govern the control measures necessary to prevent and control soil erosion, sedimentation and storm water pollution which may degrade receiving waters including rivers, streams, lakes reservoirs, ground water and wetlands. The control measures contained herein shall be installed and maintained throughout the construction contract and coordinated with the permanent or existing temporary pollution control features specified elsewhere in the Plans and Specifications to assure effective and continuous water pollution control throughout the construction and post construction period. These control measures shall not be used as a substitute for the permanent pollution control measures unless otherwise directed by the Engineer in writing. The controls may include silt fences, bale barriers, sediment filters, dikes, dams, berms, sediment basins, mats, soil retention blankets, temporary seeding, mulch, channel liners, slope drains or other structural or non-structural water pollution controls.

11.6.2. Prior to the start of the construction, The Contractor shall prepare a Notice of Intent (NOI), prepare and maintain in accordance with the requirements of the Oklahoma Department of Environmental Quality (DEQ) a stormwater pollution prevention plan for approval, a completed Storm Water Pollution Prevention Plan (SWPPP) which details schedules for accomplishment of

pollution control measures. The SWPPP shall be completed by an individual experienced in the preparation of SWPPP's and shall include a Notice of Intent for Storm Water Discharges according to the requirements of the EPA, if applicable. The Contractor shall also submit, for approval, proposed methods of pollution control in areas which may be outside the construction limits such as construction and haul roads, field offices, equipment and supply areas, and material sources, as well as a plan for disposal of waste materials. Work on the project shall not begin until the SWPPP and corresponding schedules for implementation of the controls and methods of operations have been reviewed and approved by the Engineer in writing.

12 THE SWPPP SHALL ADDRESS THE FOLLOWING REQUIREMENTS:

12.1. The disturbed surface areas exposed by construction operations may require limitations to allow for effective control pollution prevention methods. The Contractor shall provide control measures to prevent or minimize impact to receiving waters as required by the SWPPP and/or in a manner approved by the Engineer in writing. If the Contractor is not able to effectively control soil erosion and sedimentation resulting from construction operations, every effort shall be made to limit the amount of disturbed area at any given time.

12.2. Should the control measures fail to function effectively, the Contractor shall act immediately to bring the erosion and sedimentation under control by maintaining existing controls or by providing additional controls as directed by the Engineer. When in the opinion of the Engineer the site is adequately stabilized, the control measures shall be removed and properly disposed of by the Contractor.

12.3. In areas where have an average annual rainfall less than 20 inches and where stabilization is precluded by seasonal arid conditions, stabilization measures shall be implemented as soon as practicable. For all areas of the State with an average annual rainfall greater than 20 inches, in any disturbed area where construction activities have ceased, permanently or temporarily, the Contractor shall stabilize the area by the use of seeding, mulching, soil retention blankets or other appropriate measures within 14 days, unless construction activities are scheduled to resume within 21 days.

12.4. The Contractor shall effectively prevent and control erosion and sedimentation on the site at the earliest practicable time as outlined in the approved SWPPP. Control measures, where applicable, will be implemented prior to the commencement of each construction operation or immediately after the area has been disturbed.

12.5. Disposal areas, stockpiles and haul roads shall be constructed in a manner that will minimize and control the amount of sediment that may enter receiving waters. Disposal areas shall not be located in any wetland, waterbody or streambed. Construction roads may not be located in or cross any waterbody or streambed without prior approval of the Engineer and shall be done in compliance with applicable rules and regulations.

12.6. Construction operations in rivers, streams, lakes, wetlands and other waterbodies shall be restricted to those areas where it is necessary to perform the work shown on the Plans. Wherever streams are crossed, temporary bridges, timber mats or other structures shall be used, as directed by the Engineer. The use of a work road within a stream channel shall be minimized to the greatest extent practicable.

12.7. Protected storage for paints, chemicals, solvents, fertilizers and other potentially toxic materials will be provided by the Contractor and on the location approved by the Engineer.

12.8. Construction staging areas and vehicle maintenance areas shall be constructed by the Contractor in a manner to minimize the runoff of pollutants and their location will be approved by the Engineer. The Contractor shall prevent pollution or receiving waters with petroleum products or other hazardous or regulated substances. When work areas of material sources are located adjacent to a waterbody, control measures such as dikes, gabions or rock berms shall be used to keep sediment and other contaminants from entering the adjacent waterbody. Care shall be taken during the construction and removal of such barriers to minimize down-gradient sedimentation.

12.9. All waterways shall be cleared as soon as practicable of temporary embankment, temporary bridges, matting, falsework, piling, debris or other obstructions placed during construction operations that are not a part of the finished work.

12.10. Disturbance of existing vegetation shall be minimized and limited to only those areas approved by the Engineer.

12.11. Construction entrances shall be stabilized by the use of rock, timber matting or other acceptable techniques to minimize the off-site vehicle tracking of sediment.

12.12. The project will not be accepted until, in the opinion of the Engineer, the Contractor has established a uniform perennial vegetative cover with a density of 70 percent in all areas not covered by permanent structures, or that equivalent permanent or temporary stabilization measures (such as riprap, gabions, soil retention blankets, mulching or geotextiles) have been employed.

12.13. After acceptance of the project by the Owner, the Owner will be responsible for maintenance of permanent erosion control practices.

12.14. Development of the Storm Water Pollution Prevention Plan, temporary erosion, sedimentation and stormwater pollution prevention and control will not be measured for payment but shall be included in other items of work with the exception of bale barriers, silt fence, and permanent sodding or seeding. Pollution control measures may be applicable to construction work outside the site of the work where such work is necessary as a result of related construction such as material-source operations, haul roads and equipment-storage sites.

12.15. When the work has been completed and permanent vegetation has been established in accordance with the SWPPP, the Contract shall submit a Notice of Termination (NOT) with DEQ.

12.16. In case of failure on the part of the Contractor to prevent and control soil erosion, sedimentation and water pollution which may degrade receiving water, the Engineer reserves the right to employ outside assistance or to use City forces to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any monies due or to become due to the Contractor.

SYMBOL LEGEND

- CONTROL POINT
- SURVEYED BENCHMARK
- AIR RELEASE VALVE
- ELECTRIC CONTROL BOX
- MONITORING WELL
- ELECTRIC METER
- FIRE HYDRANT
- FLAG POLE
- GATE POST
- GUARD RAIL POST
- GUY ANCHOR
- GUY POLE
- LIGHT POLE
- MAIL BOX
- POWER POLE/TELEPHONE POLE
- MANHOLE SANITARY, STORM
- SIGN
- SPIGOT
- SANITARY SEWER CLEAN OUT
- SANITARY SEWER LAMPHOLE
- WATER VALVE
- WATER METER
- TELEPHONE BOX
- TELEPHONE RISER
- GAS METER
- GAS VALVE
- BUSH/HEDGE
- SMALL CONIFEROUS TREE
- LARGE CONIFEROUS TREE
- SMALL DECIDUOUS TREE
- LARGE DECIDUOUS TREE
- Fence Line (All Types)
- OHE — Overhead Electric
- UGE — Underground Electric
- OHT — Overhead Telephone
- FM — Sanitary Sewer Force Main
- CATV — Underground Cable Television
- G — Natural Gas Line
- FOC — Fiber Optic Cable
- W — Water Line
- Existing Storm Sewer
- SS — Sanitary Sewer Line
- Proposed C.R.L.

DRAWING REFERENCE LEGEND

- X/X — REFERS TO A PROFILE OR ELEVATION
- 7/8 — PROFILE NUMBER / SHEET NUMBER ON WHICH IT IS LOCATED
- 1 DETAIL DESCRIPTION — SCALE: 1"=XX'

APPLICABLE SPECIFICATIONS:

CURRENT OKLAHOMA DEPARTMENT OF TRANSPORTATION LATEST EDITION (O.D.O.T.) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION SHALL BE USED FOR THE TECHNICAL SPECIFICATIONS.

CITY OF SHAWNEE STANDARD SPECIFICATIONS FOR CONSTRUCTION.

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) REGULATIONS SHALL APPLY FOR ALL WASTE AND SEWER RELATED WORK.

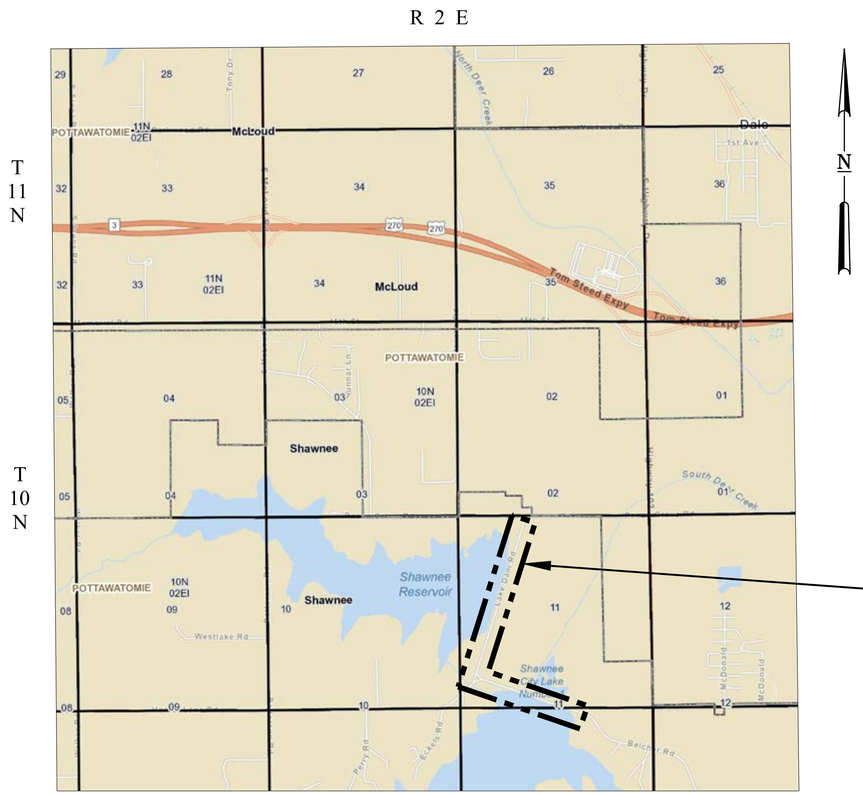
DATUM INFORMATION

HORIZONTAL DATUM
NAD '83

VERTICAL DATUM
NAVD '88

OKIE 811 — Know what's below. Call before you dig.

PLANS FOR
SHAWNEE CITY LAKE DAM REPAIR
CITY OF SHAWNEE
SHAWNEE, OK



LOCATION MAP
T–10–N, R–2–E

DRAWING INDEX

Sheet Number	Sheet Title
1	COVER
2	SURVEY DATA SHEET
3	SWMP
4	PAY ITEM NOTES
5	GENERAL CONSTRUCTION NOTES
6	EROSION
7	STA. 8+78.85 TO STA. 16+53.85
8	STA. 16+53.85 TO STA. 24+28.85
9	STA. 24+28.85 TO STA. 32+03.85
10	STA. 32+03.85 TO STA. 39+78.85
11	STA. 39+78.85 TO STA. 47+53.85
12	STA. 47+53.85 TO STA. 55+28.85
13	STA. 55+28.85 TO STA. 63+03.85
14	STA. 63+03.85 TO STA. 70+78.85
15	STA. 70+78.85 TO STA. 78+53.85
16	STA. 78+53.85 TO STA. 87+83.50
17	PAVING AND DRAINAGE DETAILS
18	GUARDRAIL REPAIR DETAILS

APPROVED BY

SETH BARKHIMER – CITY ENGINEER — DATE

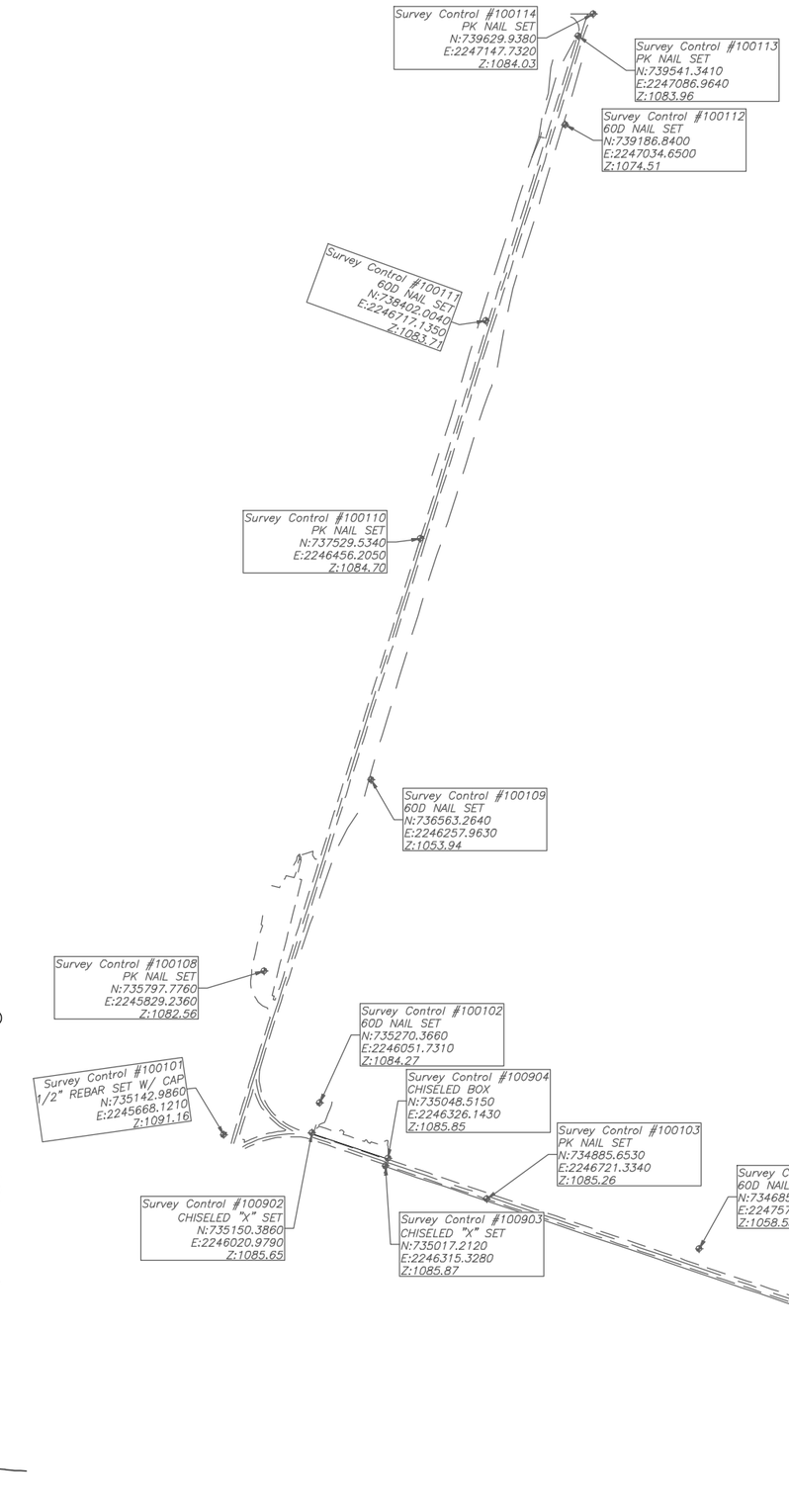
ADVERTISEMENT DATE

Prepared By:
MESHEK & ASSOCIATES, L.L.C.

HARRIS C. WILSON, P.E.
MESHEK & ASSOCIATES, L.L.C. — 4/18/22 DATE

MESHEK & ASSOCIATES, L.L.C.
C.A. 1487 EXPIRES 6/30/23
1437 S. BOULDER AVE, STE. 1550
TULSA, OK 74119
(PH) 918–392–5620
(FAX) 918–392–5621

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Drawings\21SHA01_COVER.dwg



0 150 300 600

SCALE IN FEET

N

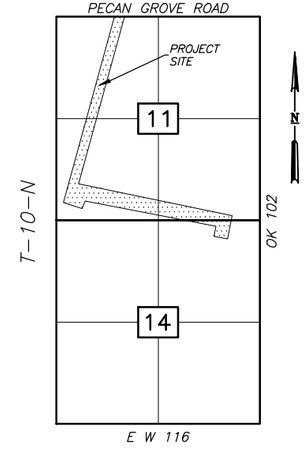
LEGEND

EDGE OF ASPHALT

CENTER LINE OF ROAD

BENCHMARK

LOCATION MAP



DATUM INFORMATION

HORIZONTAL DATUM
NAD83 (2011) OKLAHOMA
SOUTH ZONE (3501)

VERTICAL DATUM
NAVD88 (GEOID 12B)
POINT ID.=100101
NORTHING=735142.9860
EASTING=2245668.1210
ELEVATION=1091.16
DESCRIPTION=1/2" REBAR
SET W/ CAP

NOTES

1. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. (CALL "OKIE" BEFORE DIGGING!!)

2. THE HORIZONTAL AND VERTICAL DATUMS FOR THIS SURVEY ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM OK SOUTH 3501 (2011) AND NAVD88 (GEOID 12B). THE SURVEYING METHODS USED ARE CELLULAR NETWORK SOLUTION AND AVERAGED RTK GPS OBSERVATIONS ON THE SOURCE BENCHMARK OF 100101.

SURVEYOR'S CERTIFICATE

I, MICHAEL ROYCE, OF MESHEK & ASSOCIATES, LLC, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THIS HORIZONTAL/VERTICAL CONTROL SURVEY WAS COMPLETED UNDER MY DIRECT AND RESPONSIBLE CHARGE FROM AN ACTUAL GROUND SURVEY MADE UNDER MY SUPERVISION AND 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."

I FURTHER CERTIFY, THE TOPOGRAPHICAL INFORMATION HEREON REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE.

DATE: 11/02/2021

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL ROYCE
L.S. 1627
OKLAHOMA

MICHAEL ROYCE
REGISTERED PROFESSIONAL LAND SURVEYOR
OKLAHOMA L.S. 1627

CERTIFICATE OF AUTHORIZATION NO. 1487
EXPIRES JUNE 30, 2023

OKIE 811

SURVEY DATA SHEET

SHAWNEE CITY LAKE'S DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620

REVISION	BY	DATE

SURVEY	DF	10/21
DRAWN	BM	11/21
CHECKED	MR	11/21
C.A. 1487 EXPIRES 6/30/21		
SHEET: 1 OF 1		

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sho01_shawnee_city_lake's_dam_no_1_2_repair\Survey\CAD\21SHA01_SURVEY_DATASHEET.dwg

STORM WATER MANAGEMENT PLAN

SITE DESCRIPTION

PROJECT LIMITS: LOCATED ALONG PORTIONS OF THE UPSTREAM AND DOWNSTREAM SLOPES OF SHAWNEE LAKE'S DAMS 1 & 2, PARALLEL TO LAKE DAM RD. AND BELCHER RD., WITHIN SECTION 11, TOWNSHIP 10N, RANGE 2E.

PROJECT DESCRIPTION: RIPRAP REPAIR AT VARIOUS LOCATIONS ALONG THE UPSTREAM EMBANKMENT, GRADING A PORTION OF THE DOWNSTREAM SLOPE TO DRAIN, AND OTHER IMPROVEMENTS TO DAMS 1 & 2 AT SHAWNEE CITY LAKE.

SUGGESTED SEQUENCE OF EROSION CONTROL ACTIVITIES:

1. CONSTRUCT SILT FENCE AND INLET PROTECTION
2. PERFORM CONSTRUCTION/GRADING
3. REMOVE EROSION CONTROL
4. SOD DISTURBED AREAS

SOIL TYPE: LITTLEAXE AND STEPHENVILLE SOILS

TOTAL AREA OF THE CONSTRUCTION SITE: 13.6 AC.

ESTIMATED AREA TO BE DISTURBED: 0.14 AC.

OFFSITE AREA TO BE DISTURBED: (FOR CONTRACTOR USE)

TOTAL IMPERVIOUS AREA PRE-CONSTRUCTION: 0.14 AC.

TOTAL IMPERVIOUS AREA POST-CONSTRUCTION: 0.14 AC.

POST-CONSTRUCTION RUNOFF COEFFICIENT OF THE SITE: N/A

LATITUDE & LONGITUDE OF CENTER OF PROJECT: 35°21'16.87"N 97° 4'5.63"W

PROJECT WILL DISCHARGE TO:

NAME OF RECEIVING WATERS: SHAWNEE RESERVOIR

SENSITIVE WATERS OR WATERSHEDS:	YES [ ]	NO [X]
303 IMPAIRED WATERS:	YES [X]	NO [ ]
IF YES, LIST IMPAIRMENT:	TURBIDITY CATEGORY 5a	
LOCATED IN A TMDL:	YES [ ]	NO [X]
LAKE THUNDERBIRD TMDL:	YES [ ]	NO [X]
MS4 ENTITY	YES [ ]	NO [X]

IF YES, LOCATION:

NOTE:
THIS SHEET SHOULD BE USED IN CONJUNCTION WITH A DRAINAGE MAP THAT ILLUSTRATES THE DRAINAGE PATTERNS/PATHWAYS AND RECEIVING WATERS FOR THIS PROJECT. THIS SHEET SHOULD ALSO BE USED WITH THE EROSION CONTROL SUMMARIES, PAY ITEMS, & NOTES.

EROSION AND SEDIMENT CONTROLS

SOIL STABILIZATION PRACTICES:

- [ ] TEMPORARY SEEDING
- [X] PERMANENT SODDING, SPRIGGING OR SEEDING
- [ ] VEGETATIVE MULCHING
- [ ] SOIL RETENTION BLANKET
- [ ] PRESERVATION OF EXISTING VEGETATION

NOTE: TEMPORARY EROSION CONTROL METHODS MUST BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR OVER 14 DAYS. METHODS USED WILL BE AS SHOWN ON PLANS, OR AS DIRECTED BY THE ENGINEER.

STRUCTURAL PRACTICES:

- [X] STABILIZED CONSTRUCTION EXIT
- [X] TEMPORARY SILT FENCE
- [ ] TEMPORARY SILT DIKES
- [ ] TEMPORARY FIBER LOG
- [ ] DIVERSION, INTERCEPTOR OR PERIMETER DIKES
- [ ] DIVERSION, INTERCEPTOR OR PERIMETER SWALES
- [ ] ROCK FILTER DAMS
- [ ] TEMPORARY SLOPE DRAIN
- [ ] PAVED DITCH W/ DITCH LINER PROTECTION
- [ ] TEMPORARY DIVERSION CHANNELS
- [ ] TEMPORARY SEDIMENT BASINS
- [ ] TEMPORARY SEDIMENT TRAPS
- [ ] TEMPORARY SEDIMENT FILTERS
- [ ] TEMPORARY SEDIMENT REMOVAL
- [X] RIP RAP
- [ ] INLET SEDIMENT FILTER
- [ ] TEMPORARY BRUSH SEDIMENT BARRIERS
- [ ] SANDBAG BERMS
- [ ] TEMPORARY STREAM CROSSINGS

OFFSITE VEHICLE TRACKING:

- [X] HAUL ROADS DAMPENED FOR DUST CONTROL
- [X] LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- [X] EXCESS DIRT ON ROAD REMOVED DAILY

NOTES:

THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR THE FOLLOWING:

MAINTENANCE AND INSPECTION:
ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED. INSPECTION BY THE CONTRACTOR AND ANY NECESSARY REPAIRS SHALL BE PERFORMED ONCE EVERY 7 CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH AS RECORDED BY A NON-FREEZING RAIN GAUGE TO BE LOCATED ON SITE. POTENTIALLY ERODIBLE AREAS, DRAINAGEWAYS, MATERIAL STORAGE, STRUCTURAL DEVICES, CONSTRUCTION ENTRANCES AND EXITS ALONG WITH EROSION AND SEDIMENT CONTROL LOCATIONS ARE EXAMPLES OF SITES THAT NEED TO BE INSPECTED.

WASTE MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED BY THE CONTRACTOR. MATERIALS INCLUDE STOCKPILES, SURPLUS, DEBRIS AND ALL OTHER BY-PRODUCTS FROM THE CONSTRUCTION PROCESS. PRACTICES INCLUDE DISPOSAL, PROPER MATERIALS HANDLING, SPILL PREVENTION AND CLEANUP MEASURES. CONTROLS AND PRACTICES SHALL MEET THE REQUIREMENTS OF ALL FEDERAL, STATE AND LOCAL AGENCIES.

HAZARDOUS MATERIALS:
PROPER MANAGEMENT AND DISPOSAL OF HAZARDOUS WASTE MATERIALS IS REQUIRED. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING MANUFACTURER'S RECOMMENDATIONS, STATE AND FEDERAL REGULATIONS TO ENSURE CORRECT HANDLING, DISPOSAL, SPILL PREVENTION AND CLEANUP MEASURES. EXAMPLES INCLUDE BUT ARE NOT LIMITED TO: PAINTS, ACIDS, CLEANING SOLVENTS, CHEMICAL ADDITIVES, CONCRETE CURING COMPOUNDS AND CONTAMINATED SOILS.

GENERAL NOTES:
ODEQ GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES WITHIN THE STATE OF OKLAHOMA, ODEQ WATER QUALITY DIVISION, SEPTEMBER 13, 2017.

THE CONTRACTOR SHALL PREPARE THE SWP3 PLAN AND SUBMIT AN NOI AND NOT UNDER OKR10 GENERAL PERMIT APPLICATION

A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS REQUIRED TO COMPLY WITH THE OKLAHOMA POLLUTION DISCHARGE ELIMINATION SYSTEM (OPDES) REGULATIONS. THIS PLAN IS INITIATED DURING THE DESIGN PHASE, CONFIRMED IN THE PRE-WORK MEETINGS AND AVAILABLE ON THE JOB SITE ALONG WITH COPIES OF THE NOTICE OF INTENT (NOI) FORM AND PERMIT CERTIFICATE THAT HAVE BEEN FILED WITH THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ). THE PLAN MUST BE KEPT CURRENT WITH UP-TO-DATE AMENDMENTS DURING THE PROGRESSION OF THE PROJECT. ALL CONTRACTOR OFF-SITE OPERATIONS ASSOCIATED WITH THE PROJECT MUST BE DOCUMENTED IN THE SWPPP, I.E., BORROW PITS, WORK ROADS, DISPOSAL SITES, ASPHALT/CONCRETE PLANTS, ETC. THE BASIC GOAL OF STORM WATER MANAGEMENT IS TO IMPROVE WATER QUALITY BY REDUCING POLLUTANTS IN STORM WATER DISCHARGES. RUNOFF FROM CONSTRUCTION SITES HAS A POTENTIAL FOR POLLUTION DUE TO EXPOSED SOILS AND THE PRESENCE OF HAZARDOUS MATERIALS USED IN THE CONSTRUCTION PROCESS. THE PREVENTION OF SOIL EROSION, CONTAINMENT OF HAZARDOUS MATERIALS AND/OR THE INTERCEPTION OF THESE POLLUTANTS BEFORE LEAVING THE CONSTRUCTION SITE ARE THE BEST PRACTICES FOR CONTROLLING STORM WATER POLLUTION.

THE FOLLOWING SECTIONS OF THE 2009 ODOT STANDARD SPECIFICATIONS SHOULD BE NOTED:

103.05	BONDING REQUIREMENTS
104.10	FINAL CLEANING UP
104.12	CONTRACTOR'S RESPONSIBILITY FOR WORK
104.13	ENVIRONMENTAL PROTECTION
106.08	STORAGE AND HANDLING OF MATERIAL
107.01	LAWS, RULES AND REGULATIONS TO BE OBSERVED
107.20	STORM WATER MANAGEMENT
220	MANAGEMENT OF EROSION, SEDIMENTATION AND STORM WATER POLLUTION PREVENTION AND CONTROL
221	TEMPORARY SEDIMENT CONTROL

SWMP

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., N150 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/21

SHEET: 3 OF 18

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no._1_2_repair\Design\Drawings\21SHA01_SWMP.dwg

PAY ITEM NOTES

EARTHWORK / EROSION CONTROL / SITE PREPARATION (E1 - E11)

E-1: ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.

E-3: THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.

E-4: UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.

E-5: THIS QUANTITY INCLUDES AN ADDITIONAL 25% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.

E-6: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT, AS WELL AS REMOVAL OF ALL SILT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, STORM SEWER PIPES AND APPURTENANCES WITHIN THE PROJECT LIMITS AT END OF PROJECT, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THIS ITEM.

E-7: EROSION PROTECTION SHALL BE PLACED AS FOLLOWS:
A) AROUND INLETS TO PREVENT INFLOW OF ERODED MATERIAL INTO STORM SEWER SYSTEM;
B) IN LOCATIONS THROUGHOUT PROJECT SITE, AS DETERMINED BY THE ENGINEER, TO PREVENT WASH OF ERODED MATERIAL ONTO ADJACENT PROPERTY;
C) FOR ENTIRE DURATION OF PROJECT, WITH MAINTENANCE AND REPLACEMENTS, AS DIRECTED BY THE ENGINEER;
D) WITH PERIODIC REMOVAL OF SEDIMENT IN ACCORDANCE WITH STORMWATER MANAGEMENT PLAN.
ALL COST FOR ITEMS A-D ABOVE SHALL BE INCLUDED IN UNIT PRICE BID FOR THIS ITEM.

E-8: PRICE BID SHALL INCLUDE MAINTENANCE, SEDIMENT REMOVAL, DISPOSAL, AND REMOVAL OF FILTERS AT PROJECT COMPLETION.

E-11: COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

SURFACING / STRUCTURES (S1 - S21)

S-3: SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.

S-5: THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.

S-6: ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.

S-8: A HIGHER GRADE OF ASPHALT BINDER THAN IS INDICATED ON THE PLANS MAY BE USED, BUT AT NO ADDITIONAL COST TO THE CITY.

S-15: THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.

S-19: STANDARD BEDDING MATERIAL TO BE TYPE A AGGREGATE BASE COMPACTED TO 95% STANDARD PROCTOR DENSITY (AASHTO T-99). TYPE A AGGREGATE BASE IN THE ROADWAY SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (AASHTO T-180).

REMOVAL / ADJUSTMENT (R1 - R6)

R-1: WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS

R-5: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED CONDITION.

SHAWNEE DAMS No. 1 & No. 2

PAY ITEMS

ITEM NUMBER	SPEC NUMBER	NOTES	ITEM DESCRIPTION	UNIT	QUANTITY
1	201(A&B)	E-1	CLEARING AND GRUBBING	LS	1.00
2	220	E-6,E-7	SWP3 DOCUMENTATION	LS	1.00
3	303	S-19	AGGREGATE BASE TYPE A	CY	13.56
4	325	S-3, S-5	SEPERATOR FABRIC	SY	173.00
5	619	R-1	PAVEMENT REMOVAL	SY	173.00
6	625	R-1	GUARDRAIL REMOVAL	LF	6700.00
7	625		GUARDRAIL	LF	258.00
8	641		MOBILIZATION	LS	1.00
9	642		CONSTRUCTION STAKING LEVEL I	LS	1.00
10	708	S-5, S-6, S-8	ASPHALT (S4)	TON	19.19
11	708	S-5, S-6, S-9	ASPHALT (S3)	TON	38.38
12	202(A)	E-3, E-4, E-5	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	E-7, E-8	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	E-11	SEEDING METHOD A	AC	0.15
15	602(B)		24" RIPRAP	TON	18100.00
16	602(C)		FILTER FABRIC	SY	522.00
17	SPECIAL		FLEXAMAT	SF	113.00
18	SPECIAL		CONSTRUCTION ENTRANCE	LS	1.00

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PAY ITEM NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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REVISION	BY	DATE

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 4 OF 18		

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE 2019 OKLAHOMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION AND THE CURRENT CITY OF SHAWNEE ENGINEERING SERVICES DEPARTMENT'S STANDARD SPECIFICATIONS AND STANDARD DETAILS AND STANDARD DRAWINGS AND CITY OF SHAWNEE SPECIAL PROVISIONS.

2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS GOVERNING SAFETY, HEALTH AND SANITATION. THE CONTRACTOR SHALL PROVIDE ALL SAFEGUARDS, SAFETY DEVICES AND PROTECTIVE EQUIPMENT, AND TAKE ANY OTHER NEEDED ACTION ON AS HIS OWN RESPONSIBILITY OR AS THE ENGINEER MAY DETERMINE REASONABLY NECESSARY TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT.

3. PAY ITEMS SHALL BE AS SPECIFIED ON THE DRAWINGS EXCEPT AS MODIFIED BY THE CONTRACT.

4. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT RESULT FROM HIS FAILURE TO LOCATE AND PRESERVE ANY AND ALL UTILITIES.

5. THE LOCATIONS OF THE UTILITIES ARE SHOWN ACCORDING TO ALL AVAILABLE INFORMATION. THE CONTRACTOR SHALL NOTIFY EACH UTILITY OWNER PRIOR TO COMMENCEMENT OF WORK TO VERIFY BOTH HORIZONTAL AND VERTICAL LOCATIONS.

6. THE CONTRACTOR SHALL GIVE THE NOTIFICATION CENTER OF OKLAHOMA ONE-CALL SYSTEM, INC. NOTICE OF ANY EXCAVATION NO SOONER THAN TEN DAYS NOR LATER THAN 48 HOURS , EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS, PRIOR TO THE COMMENCEMENT OF WORK. PHONE 1-800-522-6543.

7. THE CONTRACTOR SHALL TAKE REASONABLE PRECAUTIONS TO PREVENT EXCESS MOISTURE FROM INCLEMENT WEATHER OR OTHER SOURCES FROM ENTERING ANY STREET EXCAVATION. IF EXCESS MOISTURE DOES ENTER THE EXCAVATION THROUGH THE NEGLIGENCE OF THE CONTRACTOR AND THE ADJOINING PAVEMENT IS ADVERSELY EFFECTED BY THE EXCESS MOISTURE, THE CONTRACTOR SHALL REPLACE THE ADJOINING PAVEMENT AND SUBBASE AT HIS SOLE EXPENSE.

8. THE CONTRACTOR SHALL PRESERVE THE INTEGRITY OF THE SANITARY SEWER STRUCTURES AND ALL OTHER UTILITY STRUCTURES WITHIN THE PROJECT EXTENTS.

9. THE CONTRACTOR SHALL WORK IN COOPERATION WITH THE CITY OF SHAWNEE TO ESTABLISH, INSTALL, MAINTAIN, AND OPERATE COMPLETE, ADEQUATE, AND SAFE TRAFFIC CONTROLS DURING THE ENTIRE CONSTRUCTION PERIOD. ALL FLAGMEN, BARRICADES, AND TRAFFIC CONTROL DEVICES SHALL BE APPROVED BY THE FIELD ENGINEERING REPRESENTATIVE.

10. CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.

11. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER, 405-878-1506, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK OR PRIOR TO REMOVING TRAFFIC SIGNS.

12. LOCAL AND THROUGH TRAFFIC SHALL BE MAINTAINED THROUGH THE PROJECT AT ALL TIMES.

13. ALL PUBLIC AND PRIVATE STREETS AND DRIVES SHALL BE ACCESSIBLE AT ALL TIMES.

14. ALL BROKEN CONCRETE, WASTE MATERIAL, AND OTHER DEBRIS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE LIMITS OF THE PROJECT AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL STATE AND FEDERAL REGULATIONS. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL OF THIS MATERIAL.

15. ALL EXCAVATED MATERIAL NOT REQUIRED IN THE PROJECT SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS WITHOUT ADDITIONAL COST TO THE CITY.

16. TREES OUTSIDE THE FILL SLOPES AND THE TOP OF CUT SLOPES SHALL NOT BE DISTURBED EXCEPT WITH THE WRITTEN APPROVAL OF THE ENGINEER.

17. WHERE MATERIALS ARE TRANSPORTED IN THE PROSECUTION OF WORK, VEHICLES SHALL NOT BE LOADED BEYOND THE CAPACITY RECOMMENDED BY THE VEHICLE MANUFACTURER OR AS PRESCRIBED BY ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION.

18. ANY DAMAGE TO THE ROADWAY PAVEMENT, CURB, DRIVEWAYS OR SIDEWALK CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION AND SHALL BE ACCOMPLISHED AT THE CONTRACTOR'S SOLE EXPENSE. ALL DISTURBED ITEMS SHALL BE REPAIRED TO MATCH EXISTING MATERIALS AND PATTERNING.

19. IF THE CONTRACTOR ENCOUNTERS VOIDS WHEN PATCHING STREETS, THE CONTRACTOR SHALL CALL CITY OF SHAWNEE PUBLIC WORKS DEPARTMENT FOR AN INSPECTION BEFORE PROCEEDING WITH WORK.

20. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY QUALITY CONTROL TESTING TO ENSURE THAT PROJECT REQUIREMENTS ARE MET.

21. REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

22. THE CONTRACTOR SHALL REPLACE ANY SECTION CORNERS OR OTHER PERMANENT RIGHT OF WAY MARKERS REMOVED OR DISTURBED AS A RESULT OF THE CONSTRUCTION OF THIS PROJECT. REPLACEMENT OF SECTION CORNERS OR ANY OTHER MONUMENTS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AUTHORIZED TO PERFORM WORK IN THE STATE OF OKLAHOMA.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL AND MAINTENANCE OF THE STORMWATER DRAINAGE. STORMWATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED.

24. STRAW OR HAY BALES AS STORMWATER BEST MANAGEMENT PRACTICES ARE NO LONGER ALLOWED ON CONSTRUCTION PROJECTS.

25. THE CONTRACTOR MUST CALL 1-800-458-4251 IMMEDIATELY IF A NATURAL GAS PIPELINE IS CUT, DAMAGED, OR OTHERWISE DISTURBED.

26. THE CONTRACTOR SHALL NOTIFY THE CITY OF SHAWNEE, A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK, LANE CLOSURES OR PRIOR TO DETOURING TRAFFIC.

27. CONTRACTOR SHALL NOT STORE EQUIPMENT OR MATERIALS IN THE FLOODPLAIN.

28. ALL ITEMS NOT INCLUDED WITHIN QUANTITIES ARE INCIDENTAL AND SHOULD BE INCORPORATED INTO THE PROVIDED PAY ITEMS.

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GENERAL CONSTRUCTION NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

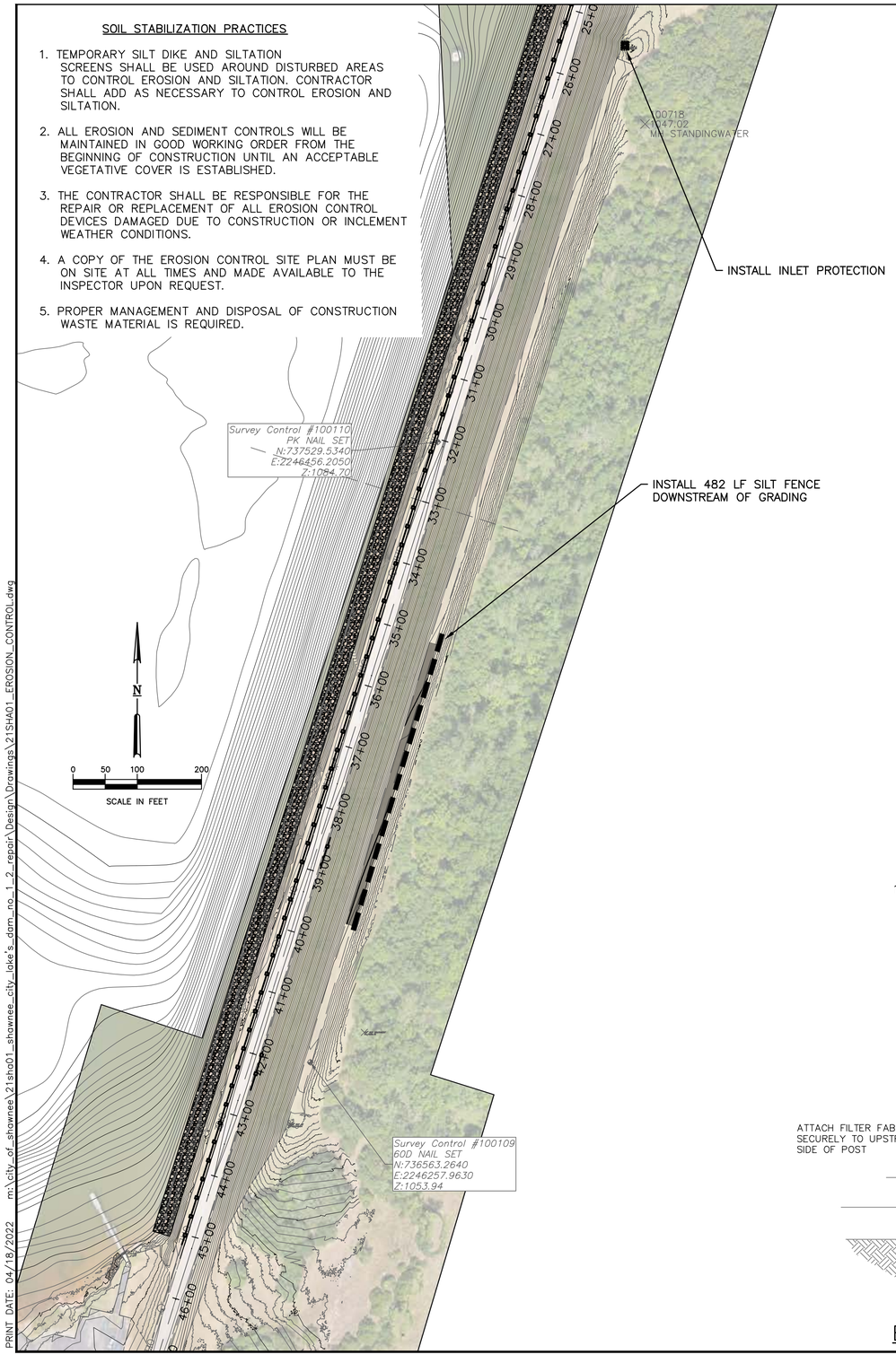
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SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 5 OF 18		

SOIL STABILIZATION PRACTICES

1. TEMPORARY SILT DIKE AND SILTATION SCREENS SHALL BE USED AROUND DISTURBED AREAS TO CONTROL EROSION AND SILTATION. CONTRACTOR SHALL ADD AS NECESSARY TO CONTROL EROSION AND SILTATION.
2. ALL EROSION AND SEDIMENT CONTROLS WILL BE MAINTAINED IN GOOD WORKING ORDER FROM THE BEGINNING OF CONSTRUCTION UNTIL AN ACCEPTABLE VEGETATIVE COVER IS ESTABLISHED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF ALL EROSION CONTROL DEVICES DAMAGED DUE TO CONSTRUCTION OR INCLEMENT WEATHER CONDITIONS.
4. A COPY OF THE EROSION CONTROL SITE PLAN MUST BE ON SITE AT ALL TIMES AND MADE AVAILABLE TO THE INSPECTOR UPON REQUEST.
5. PROPER MANAGEMENT AND DISPOSAL OF CONSTRUCTION WASTE MATERIAL IS REQUIRED.

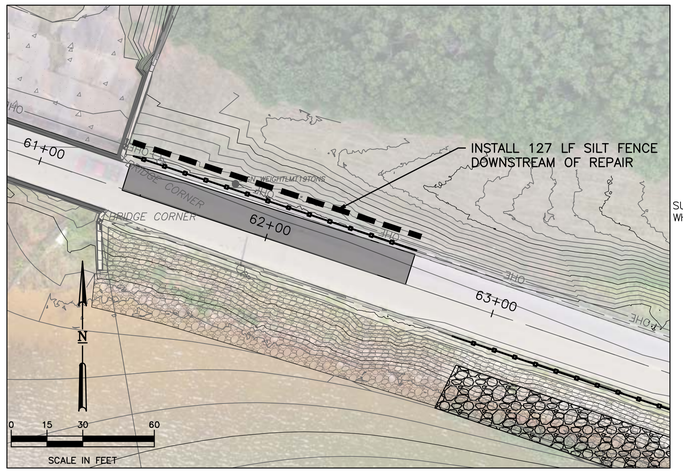


LEGEND

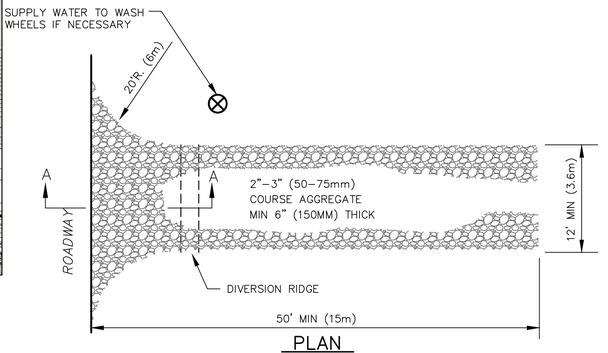
- SECTION LINE
- RIGHT-OF-WAY
- PROP. EASEMENT LINE
- TEMPORARY SILT DIKE
- TEMPORARY SILT FENCE

EROSION CONTROL NOTES

1. ALL GRADING AND EROSION CONTROL SHALL BE CONSTRUCTED AS INDICATED.
2. ALL EROSION CONTROL CONSTRUCTION SHALL BE INSPECTED BY THE CONTRACTOR OR CONTRACTORS REPRESENTATIVE.
3. EROSION CONTROL SHALL START WITH INITIAL CONSTRUCTION AND BE PRACTICED THROUGHOUT THE PROJECT.
4. SILT FENCES SHALL BE CONSTRUCTED ADJACENT TO ALL DRAINAGE-WAYS.
5. WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR 14 DAYS, THE DISTURBED AREAS SHALL BE STABILIZED WITH SEED AND MULCH.
6. THE CONTRACTOR SHALL RE-SEED ALL AREAS DISTURBED DURING CONSTRUCTION AND CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDED AREAS UNTIL GROWTH IS ESTABLISHED TO A UNIFORM HEIGHT OF TWO (2) INCHES.
7. THERE ARE NO OFFSITE MATERIAL, WASTE, BORROW OR EQUIPMENT STORAGE AREAS.
8. THE STORM WATER PREVENTION POLLUTION PLAN SHALL BE UPDATED AS NECESSARY TO REMAIN CONSISTENT WITH ANY CHANGES APPLICABLE TO PROTECT SURFACE WATER RESOURCES IN SEDIMENT EROSION SITE PLANS OR SITE PLANS OR SITE PERMITS OR STORM WATER MANAGEMENT SITE PLANS OR SITE PERMITS APPROVED BY STATE OR LOCAL OFFICIALS FOR WHICH PERMITEE RECEIVES WRITTEN NOTICE.



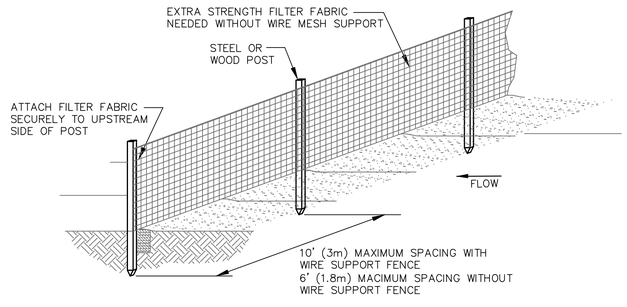
NOTES:
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABLIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.



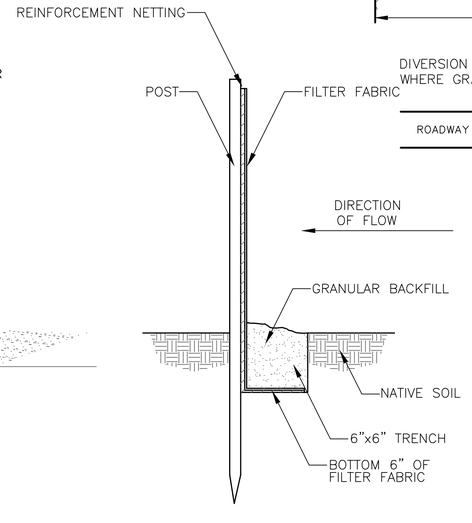
PLAN

SOD AND SEED

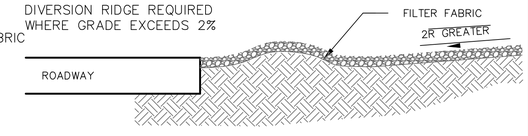
1. THE CONTRACTOR SHALL ESTABLISH A VEGETATIVE COVER OVER ALL SOIL SURFACES DISTURBED DURING CONSTRUCTION.THE CONTRACTOR SHALL BE RESPONSIBLE FOR ASSURING ALL VEGETATION COVERS ARE WELL ESTABLISHED PRIOR TO FINAL COMPLETION OF PROJECT.



EROSION CONTROL DETAILS



SILT BARRIER DETAIL
NOT TO SCALE



SECTION A-A

OKIE 811 Know what's below. Call before you dig.

EROSION

SHAWNEE CITY LAKE DAM REPAIR

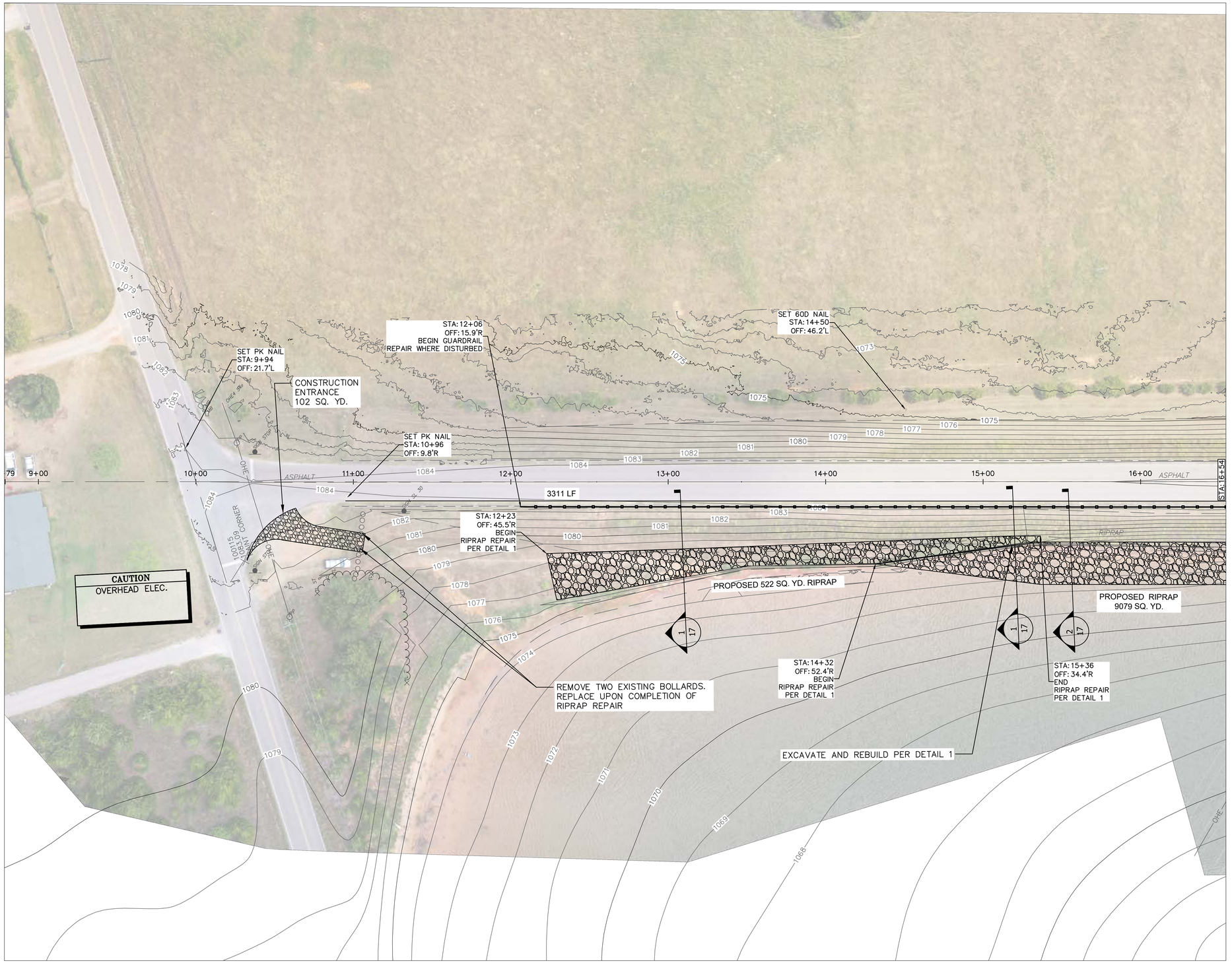
CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., N150 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE

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DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/21		
SHEET: 6 OF 18		

PRINT DATE: 04/18/2022 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Drawings\21SHA01_EROSION_CONTROL.dwg



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

0 15 30 60
SCALE IN FEET

STA. 8+78.85 TO STA. 16+53.85

SHAWNEE CITY LAKE DAM REPAIR

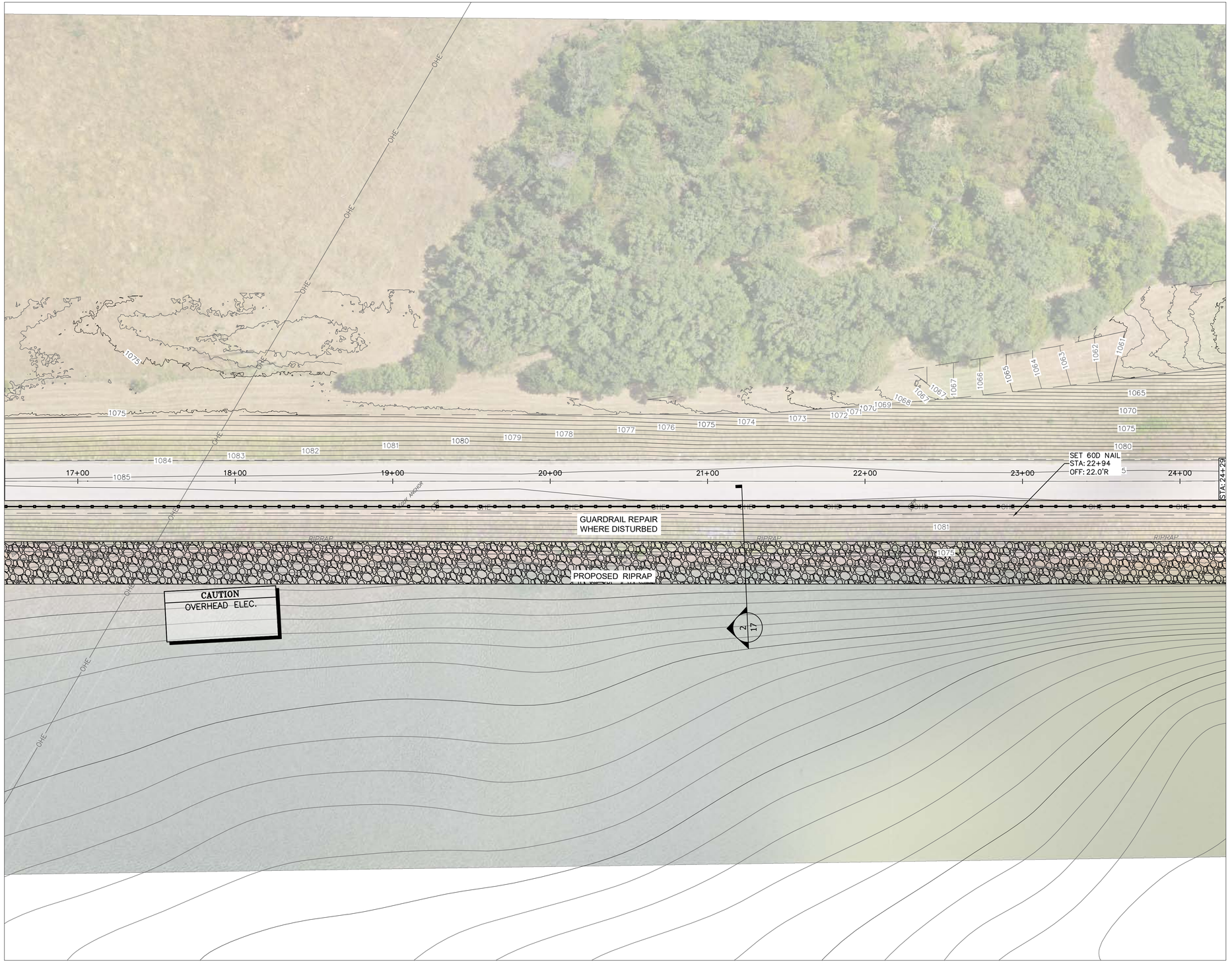
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 16+53.85 TO STA. 24+28.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 24+28.85 TO STA. 32+03.85

SHAWNEE CITY LAKE DAM REPAIR

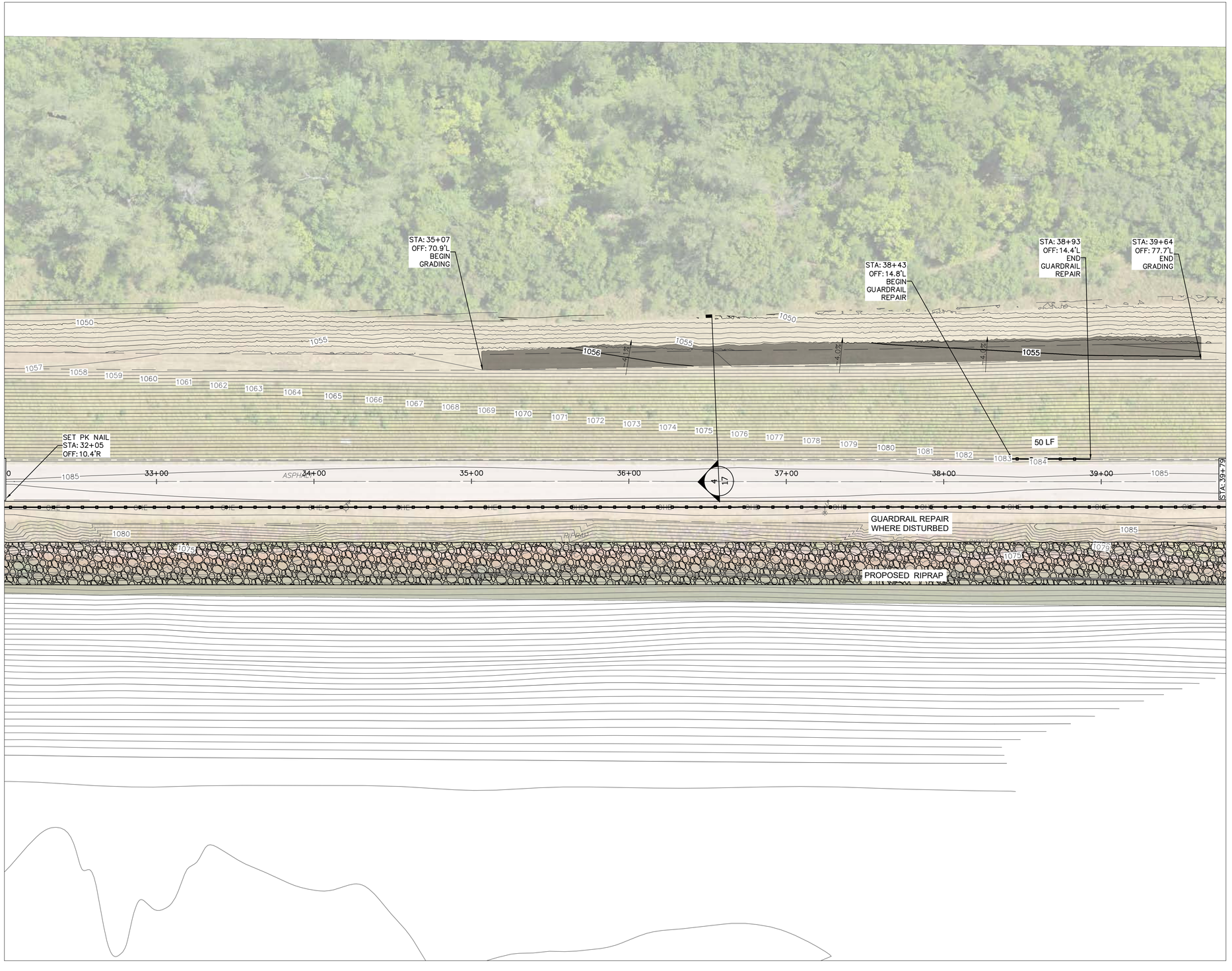
CITY OF SHAWNEE

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 32+03.85 TO STA. 39+78.85

SHAWNEE CITY LAKE DAM REPAIR

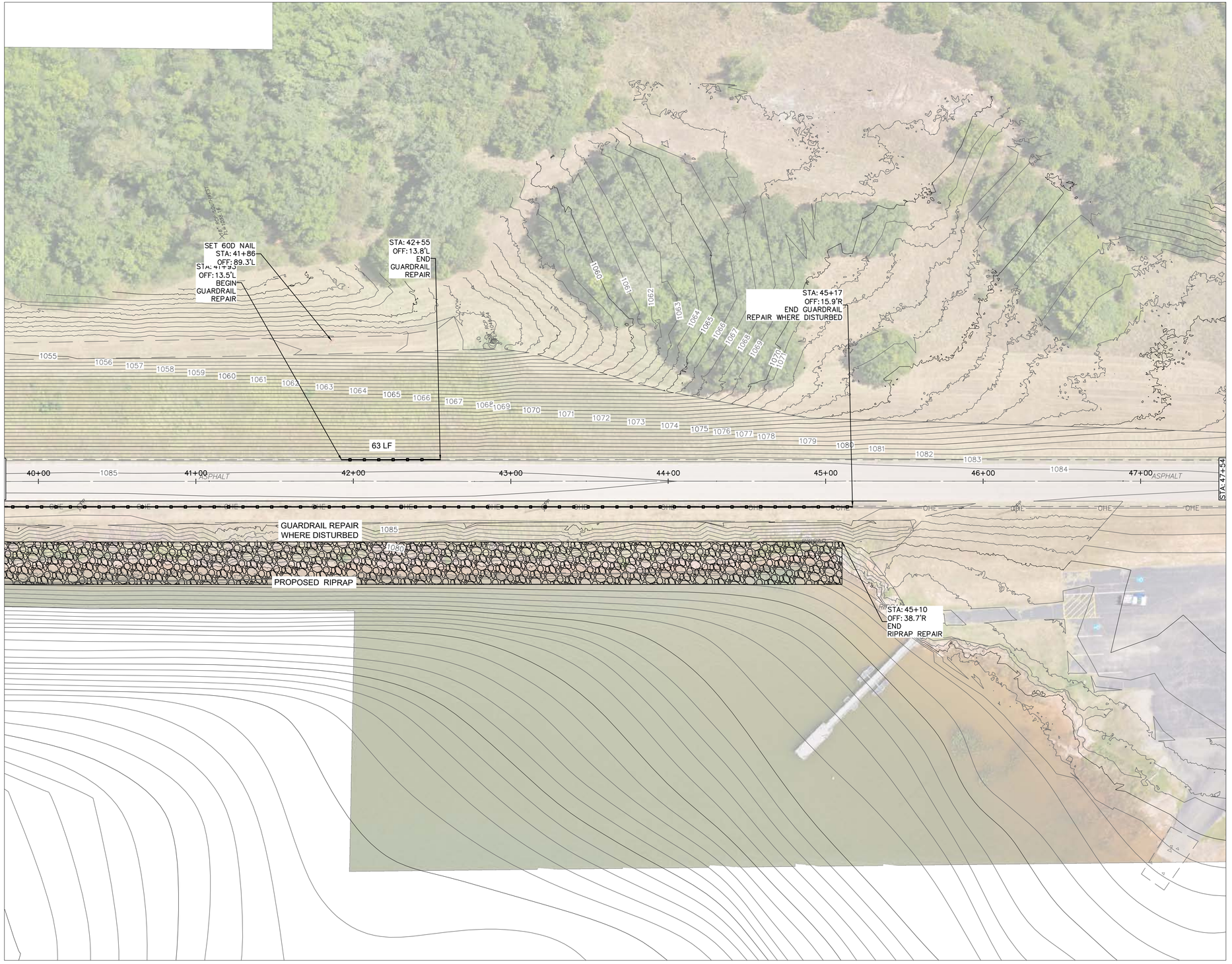
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

0 15 30 60
SCALE IN FEET

STA. 39+78.85 TO STA. 47+53.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 47+53.85 TO STA. 55+28.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

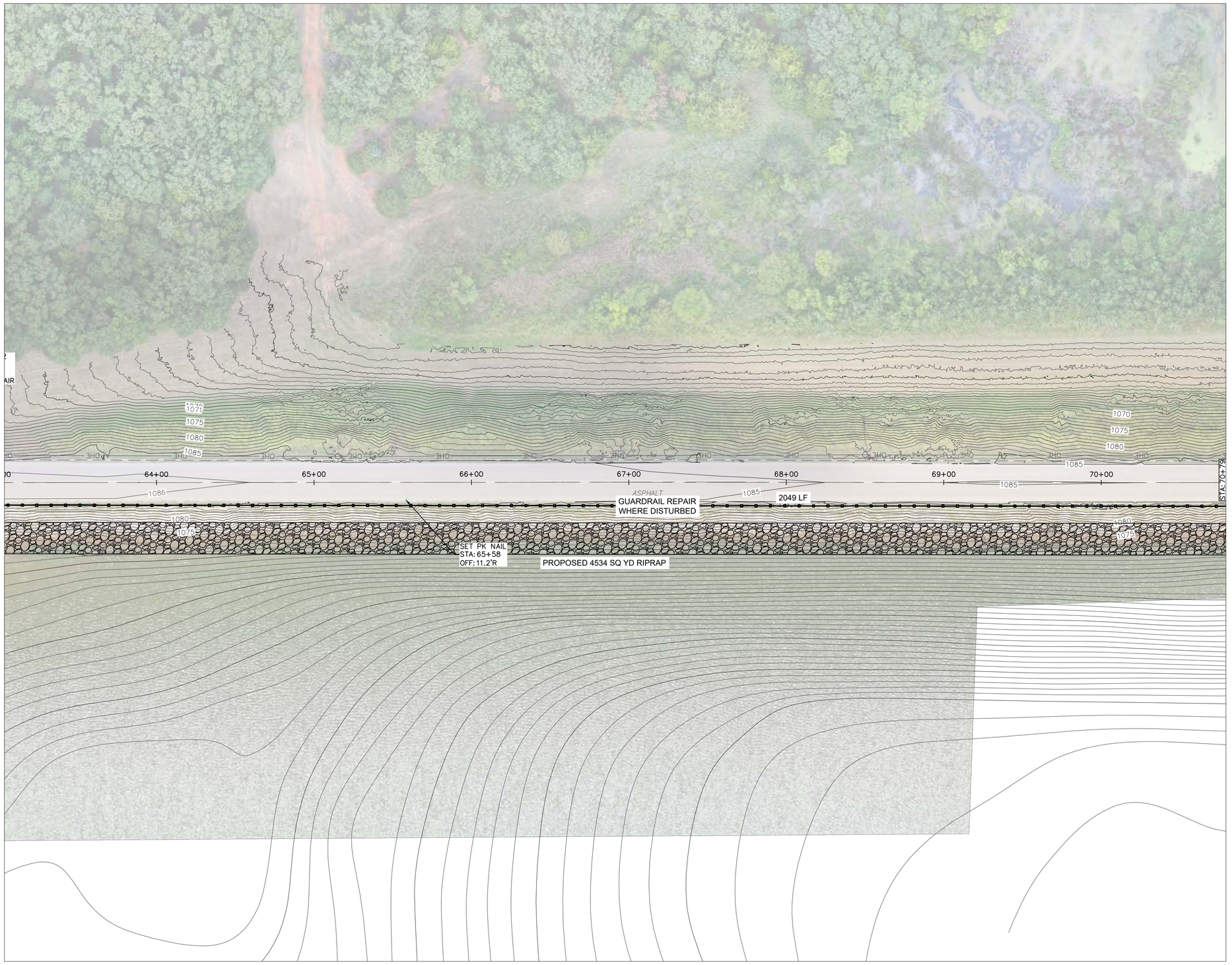
PLANS AND ESTIMATES PREPARED BY:
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SHEET: 12 OF 18		

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STA: 55+28
56+00
57+00
58+00
59+00
60+00
61+00
62+00
63+00
STA: 63+03
CHISELED 'X'
STA: 58+10
OFF: 15.8'L
STA: 61+36
OFF: 0.0'L
BEGIN
ROAD REPAIR
STA: 62+62
OFF: 0.0'L
END
ROAD REPAIR
130 LF
173 SQ. YD.
STA: 62+87
OFF: 14.0'R
BEGIN GUARDRAIL
REPAIR WHERE
DISTURBED
STA: 62+93
OFF: 25.0'R
BEGIN
RIPRAP REPAIR
CHISELED 'X'
STA: 61+32
OFF: 16.0'R
ASPHALT
GRAVEL
RIPRAP
CONCRETE
OHE
1083
1084
1085
1086
1087
1088
SIGN YIELD
SIGN SHOULDER
SIGN WEIGHTLIM30
SIGN WEIGHTLIM19TONS
SIGN ADVISORY SPEED
SIGN ONE WAY
SIGN WRONG WAY
SIGN KEEP RIGHT
SIGN DO NOT ENTER
SIGN NO OUTLET
SIGN SCHOOL
SIGN PEDESTRIAN
SIGN BICYCLE
SIGN RAILROAD
SIGN CURVE
SIGN TURN
SIGN REVERSE TURN
SIGN SPEED LIMIT
SIGN STOP AHEAD
SIGN YIELD AHEAD
SIGN NO PASSING
SIGN PASS WITH CARE
SIGN TRUCK CROSSING
SIGN TRUCK ENTRANCE
SIGN HILL
SIGN SLIPPERY WHEN WET
SIGN ROAD WORK
SIGN FLAGMAN
SIGN DETOUR
SIGN DIVIDED HIGHWAY
SIGN DIVIDED HIGHWAY ENDS
SIGN NARROW BRIDGE
SIGN ONE LANE BRIDGE
SIGN RAMP SPEED
SIGN CROSS ROAD
SIGN SIDE ROAD
SIGN T INTERSECTION
SIGN Y INTERSECTION
SIGN LOW CLEARANCE
SIGN GUARD RAIL
SIGN DEAD END
SIGN RAILROAD ADVANCE
SIGN SCHOOL ADVANCE
SIGN PEDESTRIAN ADVANCE
SIGN BICYCLE ADVANCE
SIGN CROSS ROAD ADVANCE
SIGN SIDE ROAD ADVANCE
SIGN T INTERSECTION ADVANCE
SIGN Y INTERSECTION ADVANCE
SIGN TURN ADVANCE
SIGN REVERSE TURN ADVANCE
SIGN CURVE ADVANCE
SIGN REVERSE CURVE ADVANCE
SIGN HILL ADVANCE
SIGN SLIPPERY WHEN WET ADVANCE
SIGN ROAD WORK ADVANCE
SIGN FLAGMAN ADVANCE
SIGN DETOUR ADVANCE
SIGN DIVIDED HIGHWAY ADVANCE
SIGN DIVIDED HIGHWAY ENDS ADVANCE
SIGN NARROW BRIDGE ADVANCE
SIGN ONE LANE BRIDGE ADVANCE
SIGN RAMP SPEED



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 63+03.85 TO STA. 70+78.85

SHAWNEE CITY LAKE DAM REPAIR

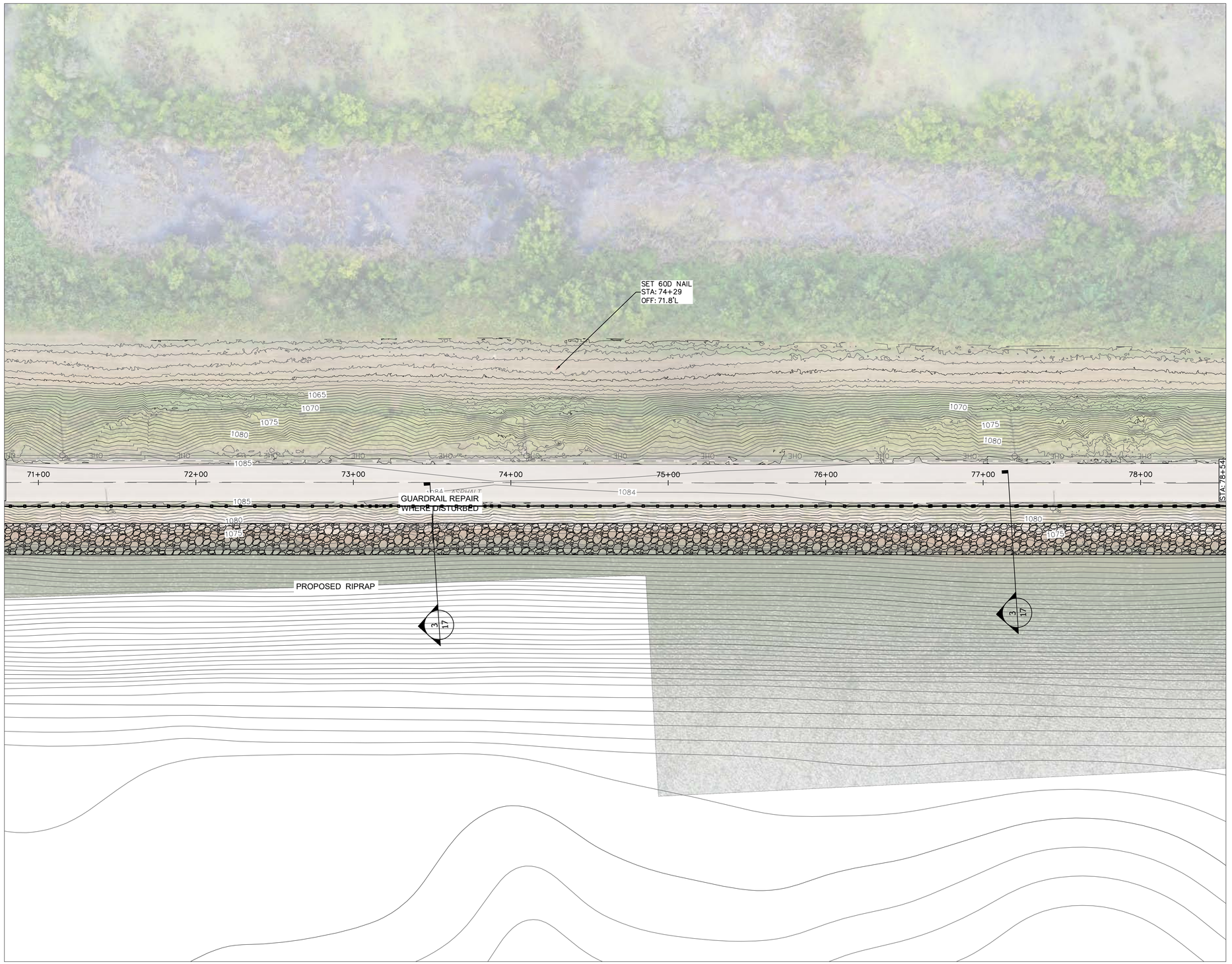
CITY OF SHAWNEE

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REVISION	BY	DATE

DRAWN	CGH	4/22
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C.A. 1487 EXPIRES 6/30/23		
SHEET: 14 OF 18		

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 70+78.85 TO STA. 78+53.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA: 85+74
OFF: 14.0'L
GUARDRAIL
REPAIR

SET PK NAIL
STA: 81+95
OFF: 11.5'R

STA: 83+37
OFF: 15.0'R
END
GUARDRAIL
REPAIR WHERE
DISTURBED

15 LF

GUARDRAIL REPAIR
WHERE DISTURBED

PROPOSED RIPRAP

STA: 83+31
OFF: 26.0'R
END
RIPRAP REPAIR

SET PK NAIL
STA: 86+73
OFF: 92.4'R

STA: 87+76

3:1

STA. 78+53.85 TO STA. 87+83.50

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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MESHEK & ASSOCIATES, L.L.C.
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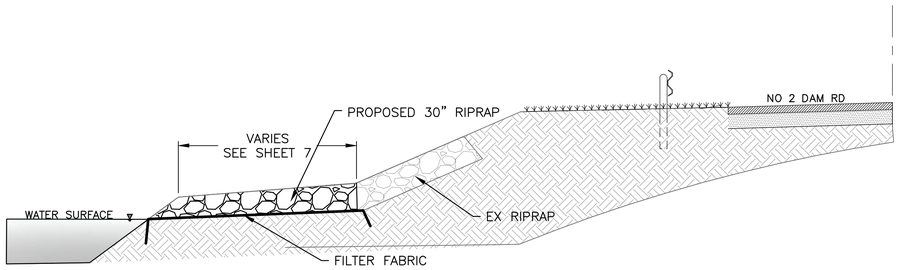
REVISION	BY	DATE

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SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/23

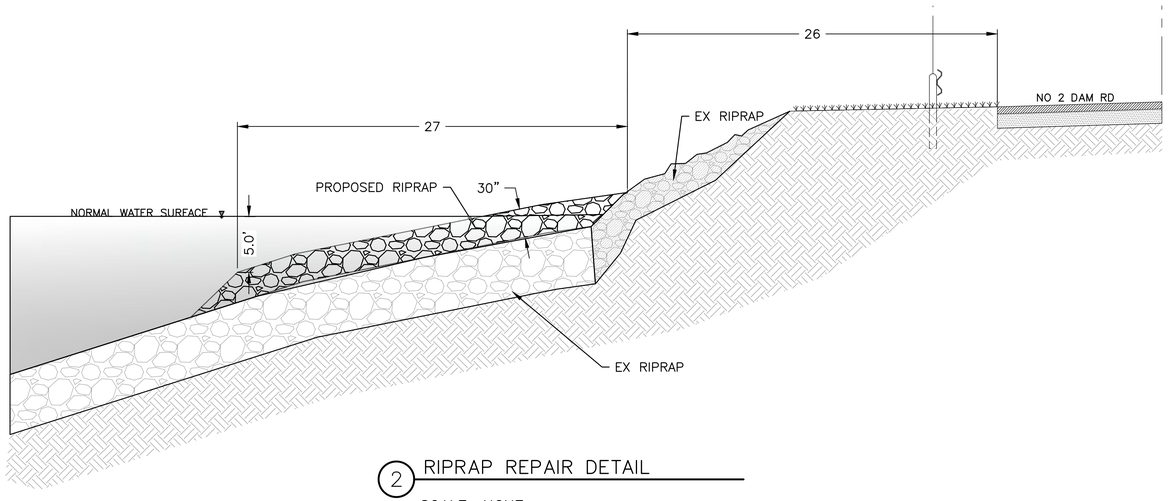
SHEET: 16 OF 18

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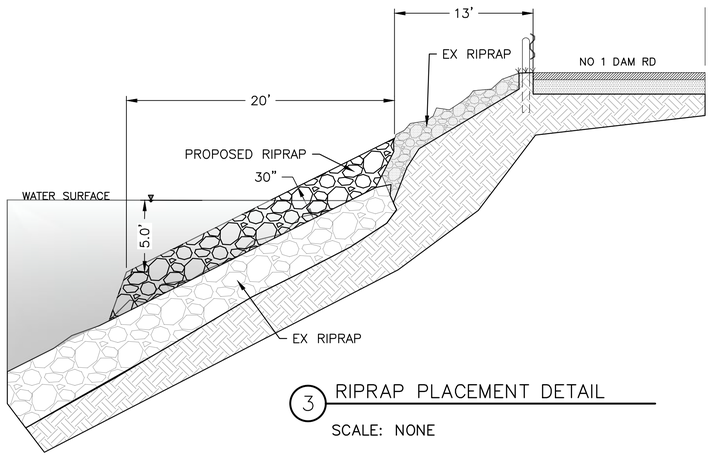
1 RIPRAP PLACEMENT DETAIL

SCALE: NONE



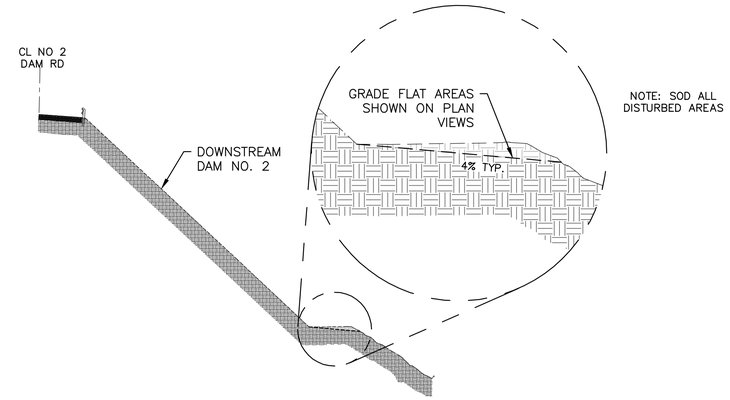
2 RIPRAP REPAIR DETAIL

SCALE: NONE



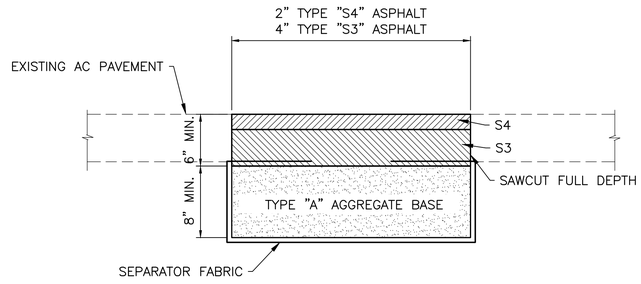
3 RIPRAP PLACEMENT DETAIL

SCALE: NONE



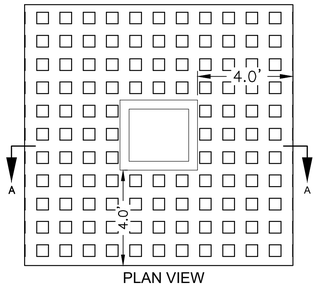
4 TYPICAL GRADING SECTION

SCALE: NONE

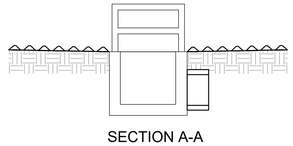


5 TYPE I AC PATCH SECTION

SCALE: NONE



PLAN VIEW



SECTION A-A

6 INLET PROTECTION DETAIL

SCALE: NONE

PAVING AND DRAINAGE DETAILS

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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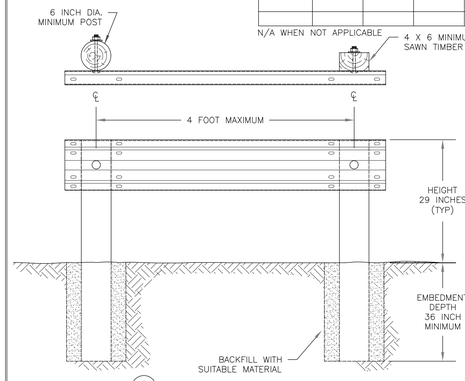
SHEET: 17 OF 18

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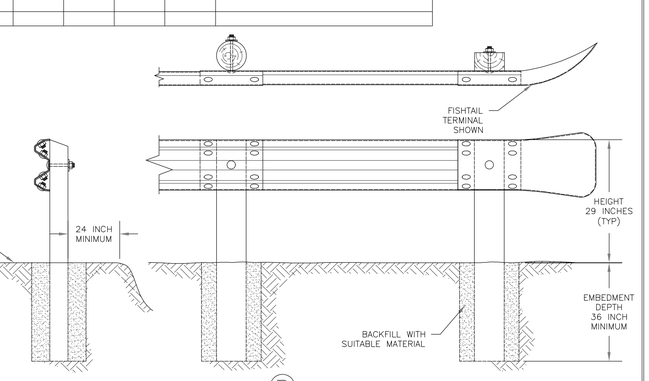
GUARDRAIL

		POST					RAIL		
TYPICAL ID	SECTION TYPE	SIZE	LENGTH	EMBEDMENT DEPTH	SPECIES	PRESERV. TYPE	SIZE	END	COMMENTS
WGR-1						P			

N/A WHEN NOT APPLICABLE



(A) SINGLE GUARDRAIL SECTION



(B) CONTINUOUS GUARDRAIL SECTION

NOTES:

1. PRE-DRILL HOLES FOR FASTENERS TO PREVENT SPLITTING OF LOGS OR SAWN TIMBERS.
2. COMPACT BACKFILL IN 6 INCH LIFTS UNTIL NO VISUAL DISPLACEMENT.
3. ALL FIELD DRILLED HOLES AND CUTS SHALL BE FIELD TREATED.
4. ALL HARDWARE SHALL BE GALVANIZED OR STAINLESS STEEL.
5. USE ONLY HARDWARE MANUFACTURED FOR GUARDRAILS.

PRESERVATIVE TREATMENT – (REFER TO AWPA USE CATEGORY SYSTEM)			
PRESERVATIVE TYPE	TREATMENT TYPE	USE CATEGORY	COMMENTS
P1	WB	UC4A	
P2	WB	UC3B	
P3			

TREATMENT TYPE
WB = WATERBORNE
OT = OIL-BORNE

USE CATEGORY
UC3B = ABOVE GROUND – EXPOSED
UC4A = GROUND CONTACT – GENERAL USE
UC4B = GROUND CONTACT – HEAVY DUTY

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
STANDARD TRAIL PLAN

PROJECT NAME & LOCATION

DRAWING NAME: **GUARDRAIL**
SECTION: **933 - SIDE BARRIERS** TYPICAL ID: **WGR**

REVISION DATE: **XX/XX/XX**
NO SCALE

DRAWING NO.: **STD_933-60-01**
SHEET OF

PRINT DATE: 4/18/22
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GUARDRAIL REPAIR DETAILS

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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C.A. 1487 EXPIRES 6/30/23

SHEET: 18 OF 18

Addendum No. 1
City of Shawnee
Lake Dam Repairs

Issued: August 29, 2022 Project No. C-21-06B

All bidders should acknowledge receipt of this addendum on the bid form. Failure to acknowledge receipt could result in the bid being declared incomplete.

Deadline Changes

There are no changes for the project bid deadlines.

Scope of Work Changes

1. Table of Pay Items revised to include Traffic Control items for bidding.
2. Traffic Pay Item Notes added to sheet.
3. Bid Proposal Form (Quantities) sheet revised to include Item 17, Construction Traffic Control, and columns for Unit Price and Item Total.

Attachments to Addendum No. 1

- Revised Drawings Sheet 4 – One (1) sheet
- Revised Bid Pay Items sheet – One (1) sheet

Seth Barkhimer, P. E.
Director of Engineering
City of Shawnee
222 N Broadway Avenue
Shawnee, OK 74801

PAY ITEM NOTES

EARTHWORK / EROSION CONTROL / SITE PREPARATION (E1 - E11)

E-1: ALL COSTS FOR REMOVING TREES, SHRUBS, STUMPS, POSTS, AND ALL OTHER DEBRIS AND/OR OBSTRUCTIONS NOT COVERED BY A SEPARATE PAY ITEM ARE INCLUDED IN THE PRICE BID.

E-3: THE CONTRACTOR SHALL BE PAID FOR UNCLASSIFIED EXCAVATION ON THE BASIS OF PLAN QUANTITY. ANY ADDITIONAL EXCAVATION REQUIRED OR OVERRUN OF PLAN QUANTITY WILL BE PAID FOR ON THE BASIS OF UNIT PRICE BID FOR THE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SURVEY TO VERIFY ANY ADDITIONAL QUANTITIES.

E-4: UNCLASSIFIED EXCAVATION INCLUDES REMOVAL OF AGGREGATE BASE AND MODIFIED SUBGRADE UNDER EXISTING PAVEMENT TO BE REPAIRED.

E-5: THIS QUANTITY INCLUDES AN ADDITIONAL 25% ABOVE PLAN QUANTITY FOR UNDERCUTTING OF UNSUITABLE SUBGRADE MATERIAL OR ADDITIONAL PATCHING AS DIRECTED BY THE ENGINEER.

E-6: THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROL AND MAINTENANCE OF THE STORM WATER DRAINAGE FROM THE CONSTRUCTION SITE. STORM WATER PONDING ON THE CONSTRUCTION SITE THAT IS THE RESULT OF CONSTRUCTION WILL NOT BE ALLOWED. ALL COST ASSOCIATED WITH STORM WATER MANAGEMENT, AS WELL AS REMOVAL OF ALL SILT AND DEBRIS FROM ALL DRAINAGE STRUCTURES, STORM SEWER PIPES AND APPURTENANCES WITHIN THE PROJECT LIMITS AT END OF PROJECT, SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THIS ITEM.

E-7: EROSION PROTECTION SHALL BE PLACED AS FOLLOWS:
A) AROUND INLETS TO PREVENT INFLOW OF ERODED MATERIAL INTO STORM SEWER SYSTEM;
B) IN LOCATIONS THROUGHOUT PROJECT SITE, AS DETERMINED BY THE ENGINEER, TO PREVENT WASH OF ERODED MATERIAL ONTO ADJACENT PROPERTY;
C) FOR ENTIRE DURATION OF PROJECT, WITH MAINTENANCE AND REPLACEMENTS, AS DIRECTED BY THE ENGINEER;
D) WITH PERIODIC REMOVAL OF SEDIMENT IN ACCORDANCE WITH STORMWATER MANAGEMENT PLAN.
ALL COST FOR ITEMS A-D ABOVE SHALL BE INCLUDED IN UNIT PRICE BID FOR THIS ITEM.

E-8: PRICE BID SHALL INCLUDE MAINTENANCE, SEDIMENT REMOVAL, DISPOSAL, AND REMOVAL OF FILTERS AT PROJECT COMPLETION.

E-11: COST OF WATERING AND FERTILIZING SHALL BE INCLUDED. FERTILIZERS SHALL BE 10-20-10 AND SHALL BE APPLIED AT THE RATE OF 1.5 LBS PER 10 SQ YDS. FERTILIZER SHALL BE APPLIED PER SECTION 230.04H OF ODOT STANDARD SPECIFICATIONS. WATERING SHALL BE APPLIED AS NECESSARY UNTIL VEGETATION IS ESTABLISHED OR UNTIL THE WORK IS ACCEPTED AS COMPLETE.

SURFACING / STRUCTURES (S1 - S19)

S-3: SEPARATOR FABRIC SHALL BE USED AT ALL PAVEMENT PATCHES AND RECONSTRUCTION SECTIONS. THE SEPARATOR FABRIC SHALL BE CUT AND OVERLAPPED A MINIMUM OF 2 FT AT ALL EDGES OF THE REPAIR.

S-5: THE COST OF TACK COAT, EDGE JOINT SEAL MATERIAL AND SCREENINGS FOR BLOTTING, AND ALL LABOR ASSOCIATED WITH THESE ITEMS, SHALL BE INCLUDED IN ASPHALT CONCRETE.

S-6: ESTIMATED AT 112 LBS PER SQ YD PER 1 INCH THICK.

S-8: A HIGHER GRADE OF ASPHALT BINDER THAN IS INDICATED ON THE PLANS MAY BE USED, BUT AT NO ADDITIONAL COST TO THE CITY.

S-15: THIS ITEM SHALL BE MEASURED AS THE ACTUAL AMOUNT OF CURB AND/OR GUTTER INSTALLED. NO PAYMENT WILL BE MADE FOR CURB AND/OR GUTTER THROUGH DRIVEWAYS AND INLETS.

S-19: STANDARD BEDDING MATERIAL TO BE TYPE A AGGREGATE BASE COMPACTED TO 95% STANDARD PROCTOR DENSITY (AASHTO T-99). TYPE A AGGREGATE BASE IN THE ROADWAY SHALL BE COMPACTED TO 98% MODIFIED PROCTOR (AASHTO T-180).

REMOVAL / ADJUSTMENT (R1 - R5)

R-1: WASTE MATERIAL TO BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS

R-5: ITEMS TO BE REMOVED MAY OR MAY NOT BE PRESENT IN ANY SPECIFIED CONDITION.

SHAWNEE DAMS No. 1 & No. 2

PAY ITEMS

ITEM NUMBER	SPEC NUMBER	NOTES	ITEM DESCRIPTION	UNIT	QUANTITY
1	201(A&B)	E-1	CLEARING AND GRUBBING	LS	1.00
2	220	E-6,E-7	SWP3 DOCUMENTATION	LS	1.00
3	303	S-19	AGGREGATE BASE TYPE A	CY	13.56
4	325	S-3, S-5	SEPERATOR FABRIC	SY	173.00
5	619	R-1	PAVEMENT REMOVAL	SY	173.00
6	625	R-1	GUARDRAIL REMOVAL	LF	6700.00
7	625		GUARDRAIL	LF	258.00
8	641		MOBILIZATION	LS	1.00
9	642		CONSTRUCTION STAKING LEVEL I	LS	1.00
10	708	S-5, S-6, S-8	ASPHALT (S4)	TON	19.19
11	708	S-5, S-6, S-9	ASPHALT (S3)	TON	38.38
12	202(A)	E-3, E-4, E-5	UNCLASSIFIED EXCAVATION	CY	900.00
13	221(C)	E-7, E-8	TEMPORARY SILT FENCE	LF	657.00
14	232(A)	E-11	SEEDING METHOD A	AC	0.15
15	602(B)		24" RIPRAP	TON	18100.00
16	602(C)		FILTER FABRIC	SY	522.00
17	880(J)	T-2,T-3,T-5,T-7,T-8	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00
18	SPECIAL		FLEXAMAT	SF	113.00
19	SPECIAL		CONSTRUCTION ENTRANCE	LS	1.00

TRAFFIC (T2 - T8)

T-2: REFLECTORIZED SHEETING ON SIGNS AND BARRICADES SHALL BE OF A CUBIC PRISMATIC TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE IX RETROREFLECTIVE SHEETING. REFLECTORIZED SHEETING ON DRUMS AND TUBE CHANNELIZERS SHALL BE OF A HIGH-INTENSITY TYPE AND SHALL MEET THE SPECIFICATIONS ESTABLISHED FOR ASTM D 4956-01 TYPE III RETROREFLECTIVE SHEETING.

T-3: ALL PLASTIC PAVEMENT MARKINGS SHALL BE EITHER:

EXTRUDED-APPLIED THERMOPLASTIC (USE ON ASPHALT PAVEMENT). THERMOPLASTIC PAVEMENT MARKINGS SHALL ONLY BE APPLIED WHEN THE SURFACE TEMPERATURE EXCEEDS 55°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION AND MAXIMUM WIND GUSTS ARE BELOW 15 MPH AT THE TIME OF APPLICATION. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION. MECHANICALLY APPLIED PREFORMED PLASTIC TAPE (“COLD TAPE”) WILL NOT BE ACCEPTED.

OR

MULTI-POLYMER PAINT (USE ON CONCRETE PAVEMENT). MULTI-POLYMER PAVEMENT MARKINGS SHALL ONLY BE APPLIED 30 DAYS AFTER PAVING WHEN PAVEMENT SURFACE TEMPERATURE EXCEEDS 40°F FOR ALL OF THE SIX HOURS PRIOR TO INSTALLATION WITH A MINIMUM WIND CHILL TEMPERATURE OF 35°F. PRICE BID TO INCLUDE FLEX TABS OR LIKE KIND FOR POST CONSTRUCTION LANE MARKING/SEPARATION.

T-5: IF WARNING LIGHTS ARE TO BE USED ON TRAFFIC CONTROL DEVICES, TYPE “A” LIGHTS SHALL ONLY BE USED ON DEVICES WARNING OF UNEXPECTED HAZARDS, AND SHALL NOT BE USED FOR DELINEATION OF THE TRAVELED WAY. ONLY TYPE “C” WARNING LIGHTS SHALL BE USED FOR DELINEATION OF THE TRAVELED WAY, AND TYPE “C” LIGHTS SHALL NOT BE USED FOR ANY OTHER PURPOSE.

T-7: PRICE BID FOR THIS ITEM INCLUDES INSTALLATION, MAINTENANCE AND SUBSEQUENT REMOVAL OF PROJECT SIGN.

T-8: CONSTRUCTION SIGNAGE WILL BE INSTALLED IN A MANNER APPROVED BY THE ENGINEER, IN ACCORDANCE WITH CHAPTER VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT ADDITION, AND APPLICABLE ODOT STANDARD DRAWINGS. THE CONTRACTOR SHALL PROVIDE A PROPOSED TRAFFIC CONTROL PLAN FOR APPROVAL BY THE ENGINEER PRIOR TO BEGINNING WORK.

PRINT DATE: 8/29/22 M:\City_of_Shawnee\21SHA01_Shawnee_City_Lake's_Dam_No_1_2_Repair\Design\Drawings\21SHA01_NOTES.dwg

PAY ITEM NOTES

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
ADD PAY ITEM & NOTES	CGH	8/29/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/23

BID PROPOSAL FORM (QUANTITIES)
Shawnee City Lake Dam Improvements
City of Shawnee

Bid Quantities

ITEM	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM TOTAL
1	201(A&B)	CLEARING AND GRUBBING	LS	1.00	$	$
2	220	SWP3 DOCUMENTATION	LS	1.00	$	$
3	303	AGGREGATE BASE TYPE A	CY	13.56	$	$
4	325	SEPARATOR FABRIC	SY	173.00	$	$
5	619	PAVEMENT REMOVAL	SY	173.00	$	$
6	625	GUARDRAIL REMOVAL	LF	6,700.00	$	$
7	625	GUARDRAIL	LF	258.00	$	$
8	641	MOBILIZATION	LS	1.00	$	$
9	642	CONSTRUCTION STAKING LEVEL 1	LS	1.00	$	$
10	708	ASPHALT (S4)	TON	19.19	$	$
11	708	ASPHALT (S3)	TON	38.38	$	$
12	202(A)	UNCLASSIFIED EXCAVATION	CY	900.00	$	$
13	221(C)	TEMPORARY SILT FENCE	LF	657.00	$	$
14	232(A)	SEEDING METHOD A	AC	0.15	$	$
15	602(B)	24” RIPRAP	TON	18,100.00	$	$
16	602(C)	FILTER FABRIC	SY	522.00	$	$
17	880(J)	CONSTRUCTION TRAFFIC CONTROL	LSUM	1.00	$	$
18	SPECIAL	FLEXAMAT	SF	113.00	$	$
19	SPECIAL	CONSTRUCTION ENTRANCE	LS	1.00	$	$
20					$	$
21					$	$
22					$	$
23					$	$
24					$	$
			BASE BID TOTAL		$	

Addendum No.2
City of Shawnee
Lake Dam Repairs

Issued: September 1st, 2022 Project No. C-21-06B

All bidders should acknowledge receipt of this addendum on the bid form. Failure to acknowledge receipt could result in the bid being declared incomplete.

Deadline Changes

There are no changes for the project bid deadlines.

Scope of Work Changes

1. The following drawings from the plan set have been modified to address guardrail work: 8, 9, 10, 11, 14, 15 and 16

Attachments to Addendum No. 2

- Revised Drawings Sheets 8, 9, 10, 11, 14, 15 and 16 – Seven (7) sheets
- Response to Inquiries (letter)

Harris Wilson, P. E.
Design Project Manager
Meshek & Associates, LLC
2000 N Classen Blvd
No. E250
Oklahoma City, OK 73106

Response to Inquiries

City of Shawnee

Lake Dam Repairs

Issued: September 1st, 2022 Project No. C-21-06B

The following addresses inquiries submitted by Bidders in compliance with the scheduled questions deadline of August 31, 2022, as stated in the Invitation for Bids document. Bidders shall acknowledge receipt of this document on the bid form. Failure to acknowledge receipt could result in the bid being declared incomplete.

Responses to Questions

1. *"Item 6 is for Guardrail Removal. On the plans it talks about repairing the guardrail. Can you verify by addendum if this item is meant to be Remove and Replace? It appears that is what it is."* – As submitted by Downey Contracting, LLC

The Contractor shall remove and replace the guardrail throughout the facility to access the shore area and deposit the riprap. The Contractor shall provide new guardrail where removal is called for.

Addendum 2 (enclosed with this letter) addresses the guardrail requirement for the project.

2. *"The rip rap will have to be placed under water. Since there is no way to verify the depth of the existing, we want to make sure that the rip rap will be paid for by the ton, and if it over runs the actual quantity placed will be paid."* – As submitted by Downey Contracting, LLC

Contractor shall place the riprap following the plans to the best of its guidance and will be paid as per the unitary price in tons.

3. *"Will we be able to stage by the parking lot on the South end of the lake?"* – As submitted by Downey Contracting, LLC

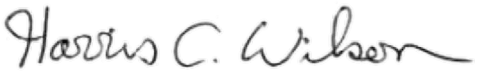
The location for the Staging Area will be discussed with the Contractor at the Pre Construction meeting, after the contract has been awarded.

4. *"Can we close the road while placing rip rap?"* – As submitted by Downey Contracting, LLC

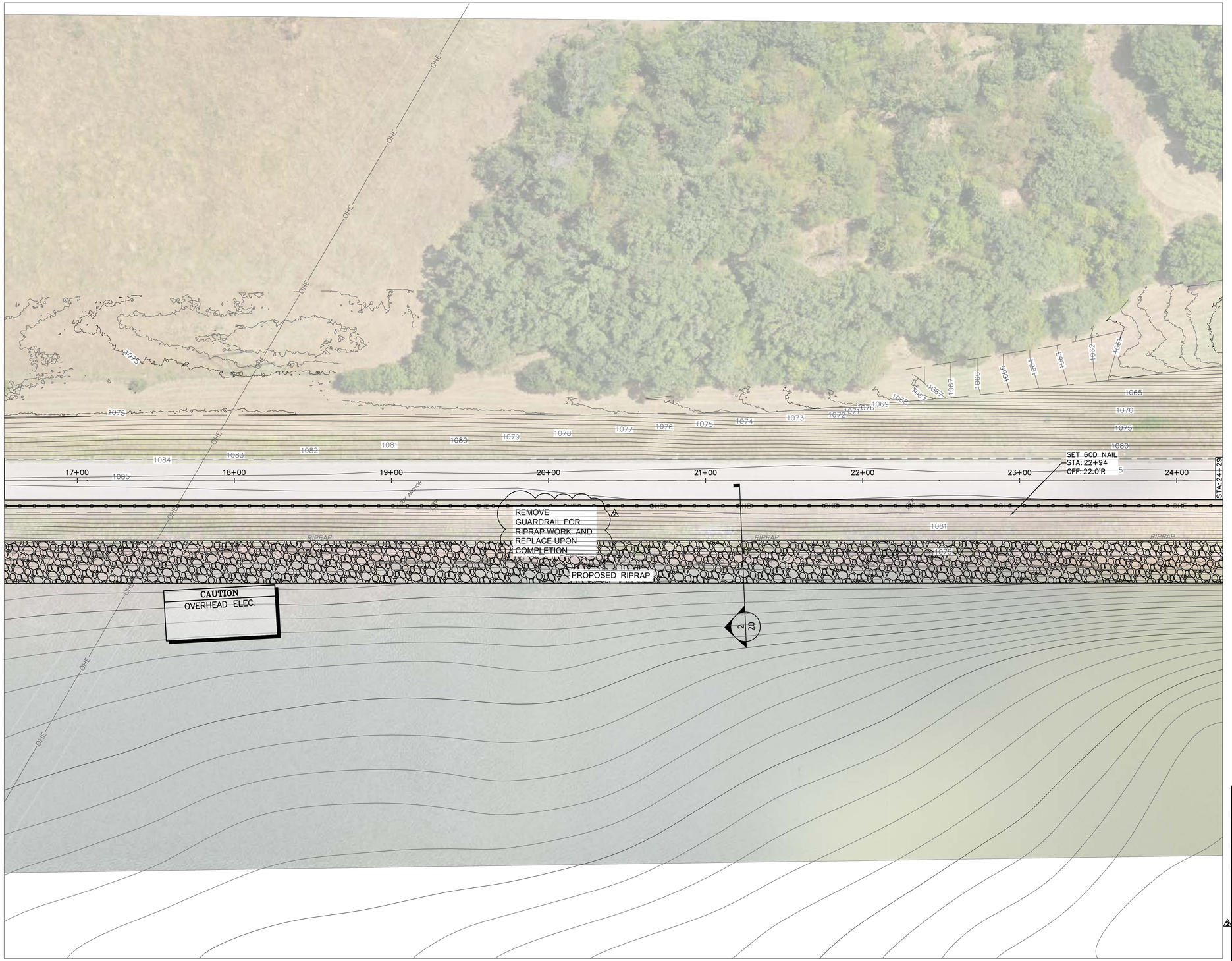
Roads shall only be closed with the approval of the City Engineer. The Contractor shall utilize traffic control devices called for as part of Addendum 1 when keeping the roads open to traffic during construction.

5. *"Could you send me the plans and bid documents electronically as well?"* – As submitted by Haskell Lemon Group

A surface model of the survey and design will be available at the discretion of the City Engineer.



Harris Wilson, P. E.
Design Project Manager
Meshek & Associates, LLC
2000 N Classen Blvd
No. E250
Oklahoma City, OK 73106



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 16+53.85 TO STA. 24+28.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
⚠2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/23

SHEET: 8 OF 20

PRINT DATE: 9/1/22 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Working\21SHA01_BASE.dwg



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 24+28.85 TO STA. 32+03.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

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1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 9 OF 20		

PRINT DATE: 9/1/22
m:\city_of_shownee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design Working\21SHA01_BASE.dwg

STA: 35+07
OFF: 70.9'L
BEGIN
GRADING

STA: 38+43
OFF: 14.8'L
BEGIN
GUARDRAIL
REPAIR

STA: 38+93
OFF: 14.4'L
END
GUARDRAIL
REPAIR

STA: 39+64
OFF: 77.7'L
END
GRADING

SET PK NAIL
STA: 32+05
OFF: 10.4'R

50 LF

REMOVE
GUARDRAIL FOR
RIPRAP WORK AND
REPLACE UPON
COMPLETION

PROPOSED RIPRAP

STA: 39+79

LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

0 15 30 60
SCALE IN FEET

STA. 32+03.85 TO STA. 39+78.85

SHAWNEE CITY LAKE DAM REPAIR

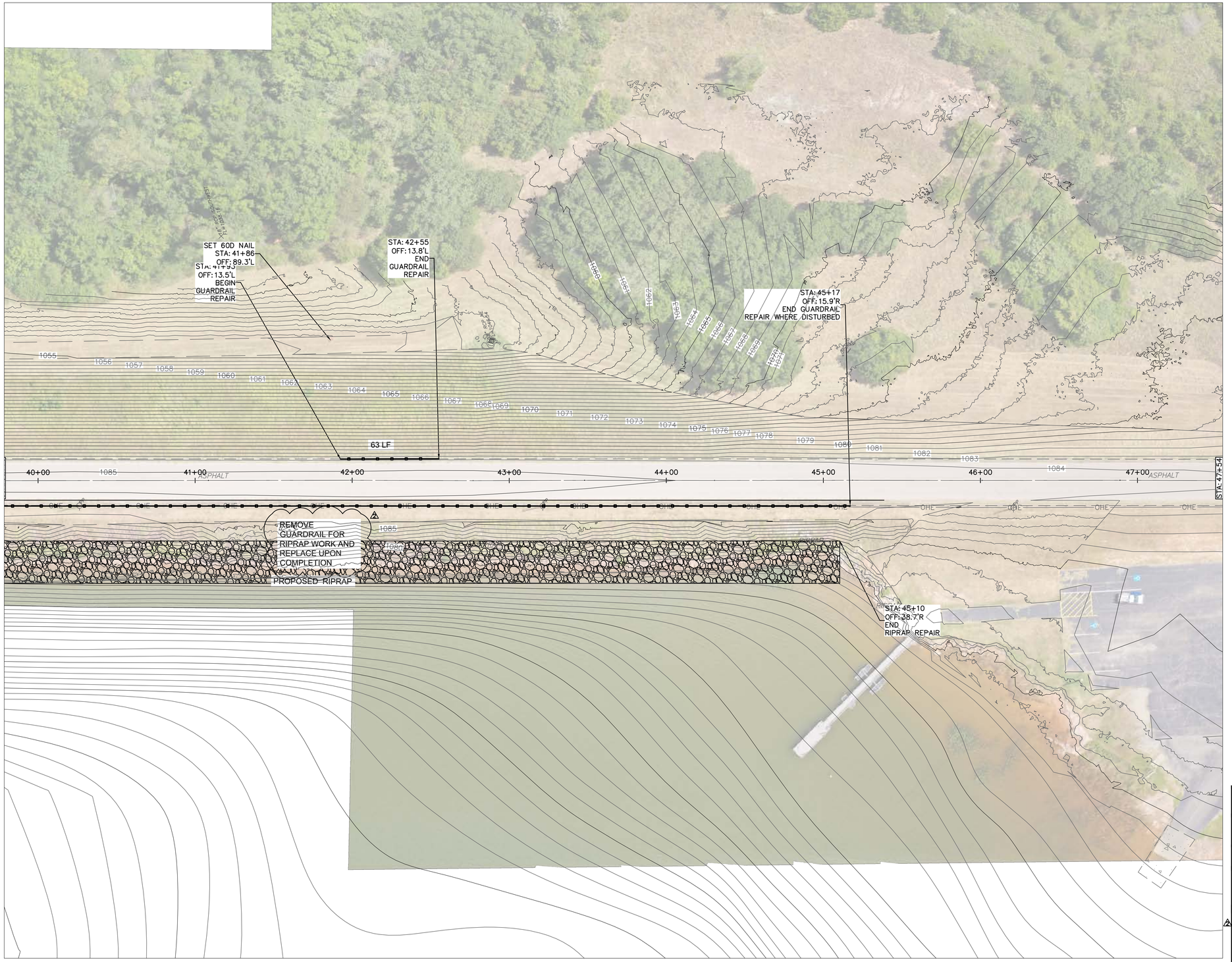
CITY OF SHAWNEE

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MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 10 OF 20		

PRINT DATE: 9/1/22
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 39+78.85 TO STA. 47+53.85

SHAWNEE CITY LAKE DAM REPAIR

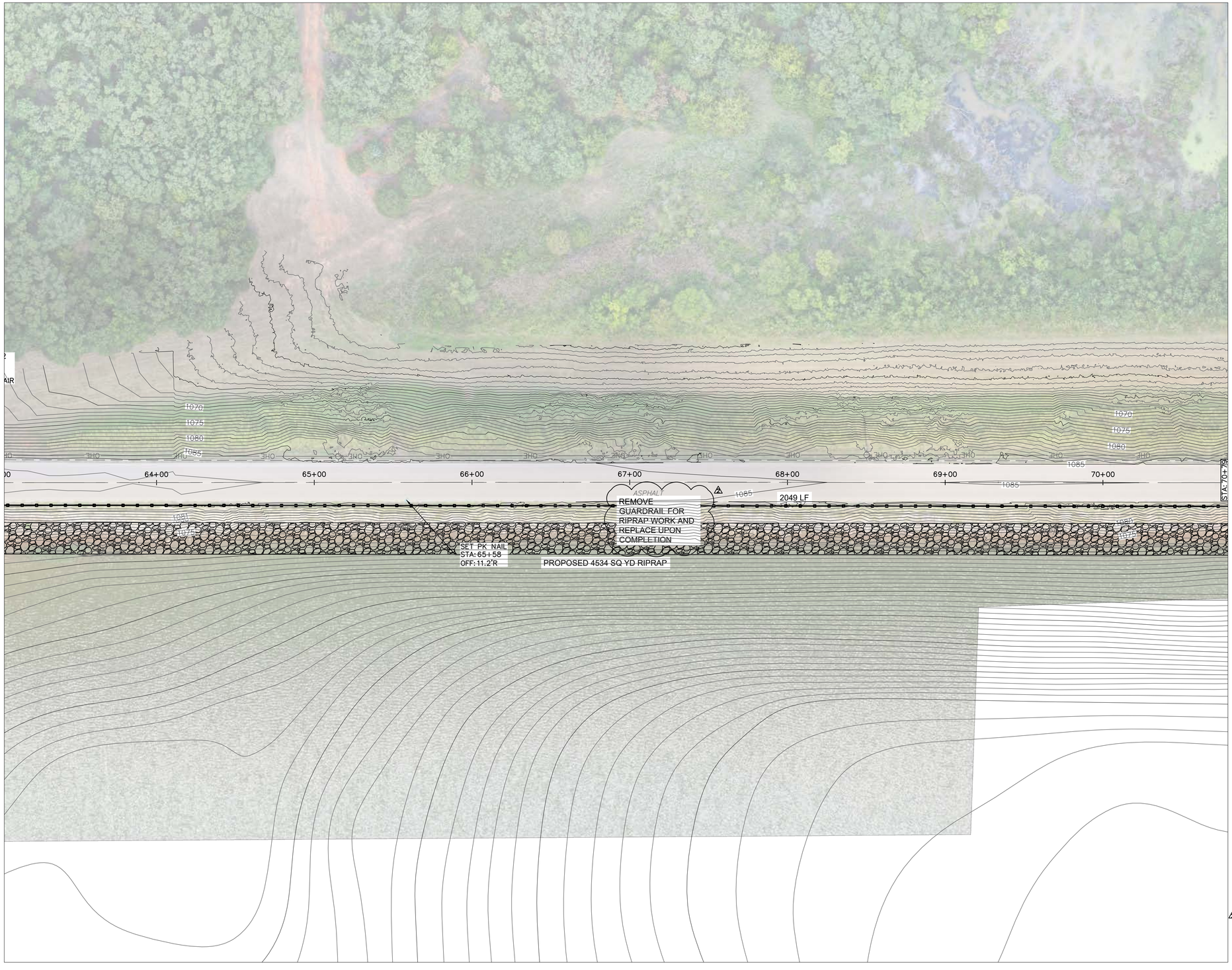
CITY OF SHAWNEE

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MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 11 OF 20		

PRINT DATE: 9/1/22
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LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 63+03.85 TO STA. 70+78.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
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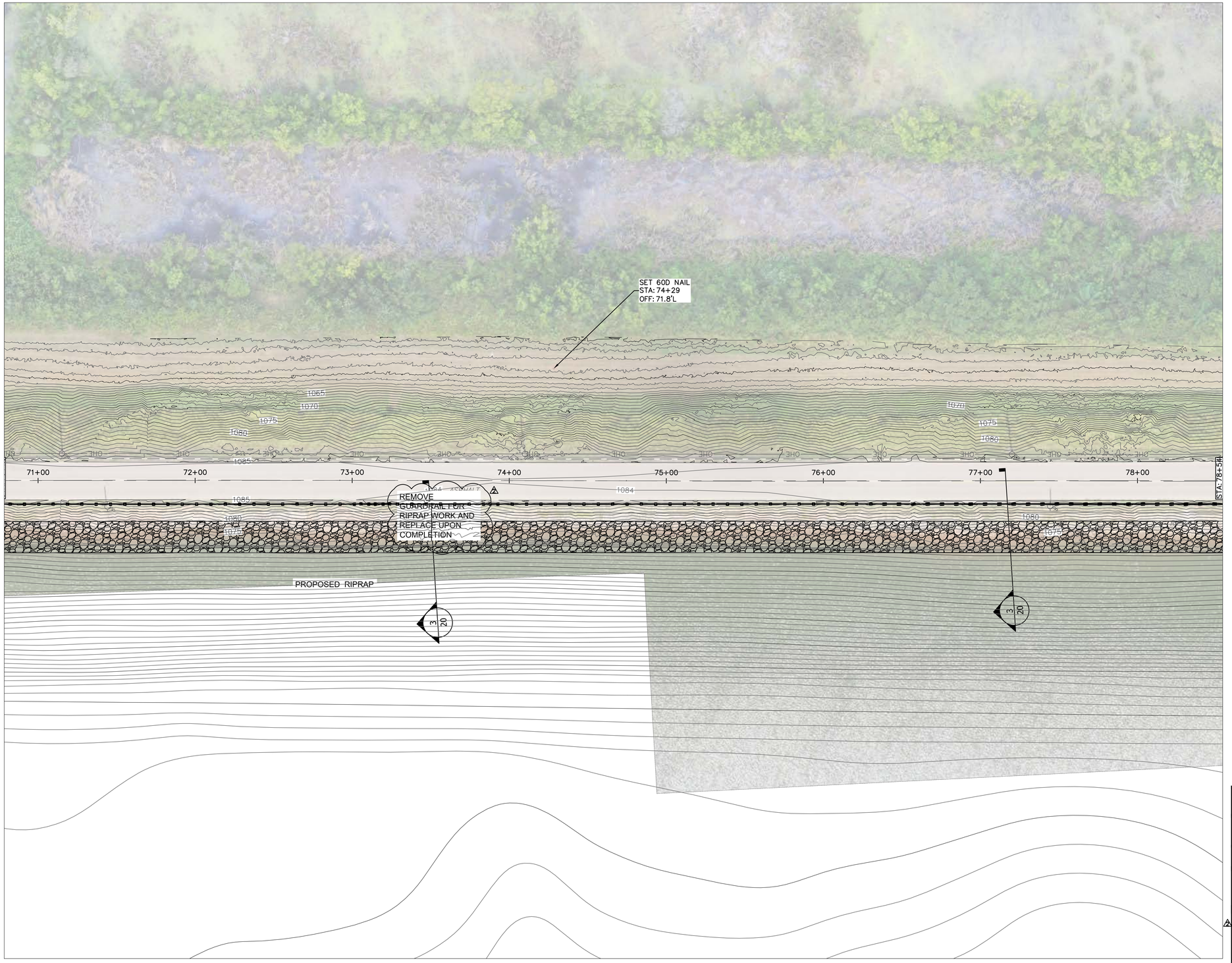
NO.	REVISION	BY	DATE
2	GUARD RAIL NOTE		6/2022

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21

C.A. 1487 EXPIRES 6/30/23

SHEET: 14 OF 20

PRINT DATE: 9/1/22 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Working\21SHA01_BASE.dwg



LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA. 70+78.85 TO STA. 78+53.85

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
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1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 15 OF 20		

PRINT DATE: 9/1/22 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Working\21SHA01_BASE.dwg

LEGEND

EX CENTERLINE
EX EDGE OF GRAVEL
EX EDGE OF CONC.
PR GUARDRAIL REPAIR
PR RIPRAP REPAIR

N

0 15 30 60
SCALE IN FEET

STA: 85+74
OFF: 14.0'L
GUARDRAIL
REPAIR

STA: 83+37
OFF: 15.0'R
END
GUARDRAIL
REPAIR WHERE
DISTURBED

SET PK NAIL
STA: 81+95
OFF: 11.5'R

REMOVE
GUARDRAIL FOR
RIPRAP WORK AND
REPLACE UPON
COMPLETION

PROPOSED RIPRAP

STA: 83+31
OFF: 26.0'R
END
RIPRAP REPAIR

15 LF

SET PK NAIL
STA: 86+73
OFF: 92.4'R

STA: 87+76

79+00 80+00 81+00 82+00 83+00 84+00 85+00 86+00 87+00

ASPHALT
RIPRAP
CONCRETE
GRAVEL
BENCH
SIGN
POLE
GUY ANCHOR
OHE
DMB
18" CEDAR
24" HICKORY
24" OAK
10" BRADFORD PEAR

STA. 78+53.85 TO STA. 87+83.50

SHAWNEE CITY LAKE DAM REPAIR

CITY OF SHAWNEE

PLANS AND ESTIMATES PREPARED BY:
MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550 TULSA, OK 74119 (918)392-5620
2000 N. CLASSEN BLVD., E250 OKLAHOMA CITY, OK 73106 (405)594-0127

REVISION	BY	DATE
2 GUARD RAIL REPLACE NOTE	LR	8/31/22

DRAWN	CGH	4/22
DESIGNED	HCW	4/22
SURVEY	DF	10/21
C.A. 1487 EXPIRES 6/30/23		
SHEET: 16 OF 20		

PRINT DATE: 9/1/22 m:\city_of_shawnee\21sha01_shawnee_city_lake's_dam_no_1_2_repair\Design\Working\21SHA01_BASE.dwg

Plan Holder's List			
CITY OF SHAWNEE - Lake Dam Repairs			
1	Downey Contracting, LLC	405-478-5277	David Vaughn bids@downey.com
2	Haskell Lemon Group	405-962-8995	Roy Counts bids@haskellemon.com
3	MK Excavation	918-671-8294	Mike Krueger mik@mkexcavationllc.com
4	BJ's Oilfield Construction	405-221-1209	Cody Johnson cody.deanscasing@gmail.com
5	CP Integrated	405-627-7280	Jack Knox jhughes@cpiokc.com

Regular Board of Commissioners 11.
Meeting Date: 09/19/2022
Sales Tax Report
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Acknowledge monthly Sales Tax Report.

Attachments
Sales Tax

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

Date: September 15, 2022

To: City Commission

From: Lindsey McNabb-Fox, Finance Director

Subject: September Sales and Use Tax Deposit

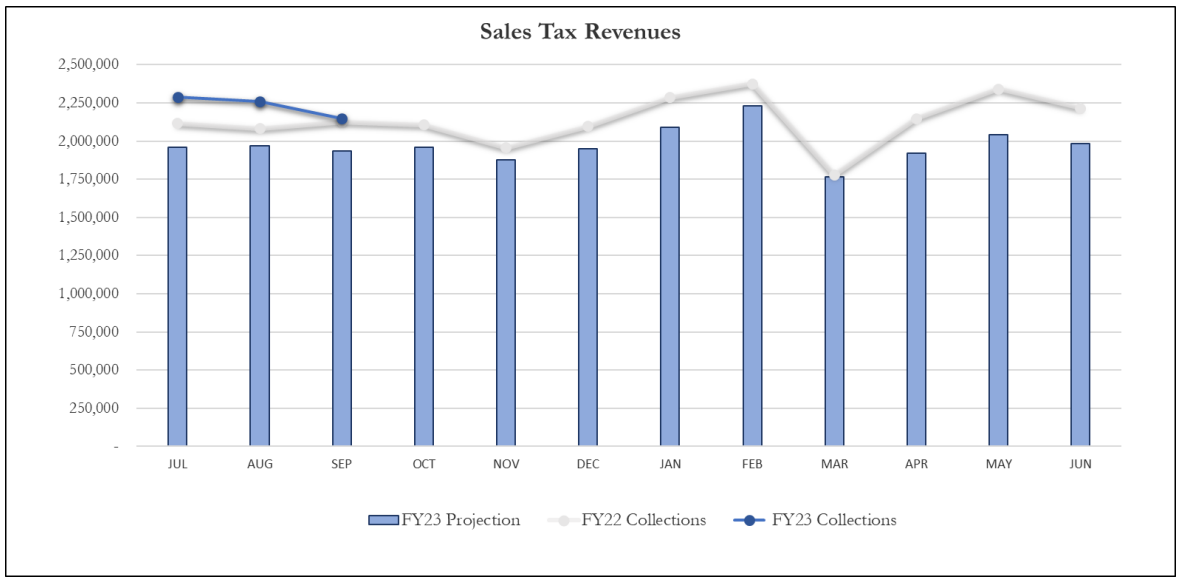
Background: The Oklahoma Tax Commission (the "OTC") collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding $2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in September consists 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 $2,146,092.46, including interest of $1,251.92, to be allocated as follows:

Fund	Allocation
General Fund	$ 1,226,338.54
2018 Capital Improvements Fund	306,584.64
Capital Improvements Fund	237,603.10
Street Improvements Fund	268,261.55
Economic Development Fund	30,658.47
Police Sales Tax Fund	38,323.08
Fire Sales Tax Fund	38,323.08
Total Sales Taxes Collected	$ 2,146,092.46

- Finance Department Report - Sales and use tax collections totaled $2,469,208.41 for September 2022. Sales tax projections are based on an average of the most recent three years of sales tax history. For the year, sales tax collections are up $828,559 or 14.13%, over the projected budget year-to-date. Use tax collections are up approximately $59,269 or 7.71%, above the projected budget year-to-date.

    - Fiscal Year 2023 Sales Tax Collections and Performance:

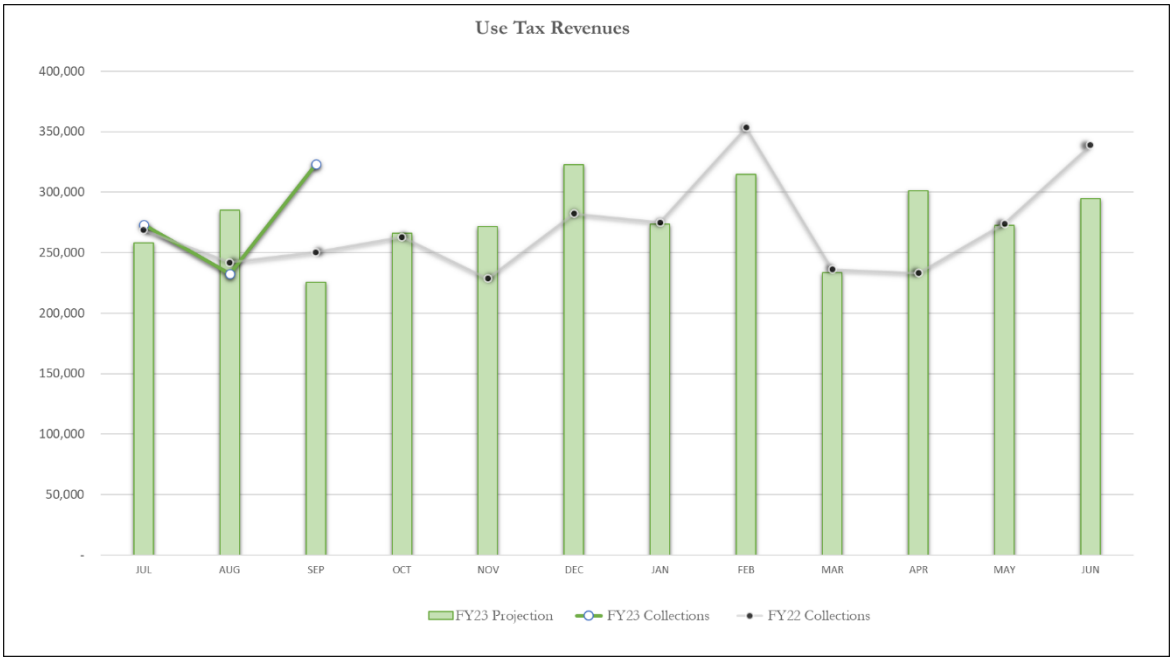


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (September 2022):	$ 1,937,158	$ 2,146,092	$ 208,935	10.79%
Sales Tax Receipts (year-to-date):	$ 5,864,608	$ 6,693,167	$ 828,559	14.13%

	September 2021	September 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 2,126,111	$ 2,146,092	$ 19,982	0.94%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	$ 6,323,697	$ 6,693,167	$ 369,471	5.84%

- Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (September 2022):	$ 225,576	$ 323,116	$ 97,541	43.24%
Use Tax Receipts (year-to-date):	$ 769,142	$ 828,411	$ 59,269	7.71%

	September 2021	September 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 250,387	$ 323,116	$ 72,729	29.05%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	$ 760,937	$ 828,411	$ 67,475	8.87%

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

General Fund Sales & Use Tax - Above Projections (year to date):	$ 532,731
Appropriated:	
Acquatic Supervisor	$ (55,170)
Part-time Rec Aide	$ (16,820)
Retiree Health Insurance	$ (134,500)
Unappropriated:	$ 326,241

Regular Board of Commissioners 12. a.
Meeting Date: 09/19/2022
Admin Report
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Sales Tax – Funding Capital Needs – Jacob Foos, Assistant City Manager

---

Attachments
Admin Report







Sales Tax – Funding Capital Needs

September 19, 2022 – Administrative Report

Jacob Foos, Assistant City Manager

City of Shawnee OKLAHOMA

Background

- Wastewater Treatment Plant Project
- Debt Service Coverage Requirements
- Utility Improvement Fee
- Finding a More Equitable Solution

Proposed Plan

- Sales Tax Rate: 0.5%
- General Purpose: Provide funding for infrastructure capital improvements including debt service/loan payments.
- Term: Undefined

Benefits of 0.5% Sales Tax

Fund 2022 CWSRF Loan – WWTP Project
($65+ Million)
&
Eliminate Utility Improvement Fee
(max. $24 per month in 2027)

<u>Voters Decide</u>

Reduced Financial Impact

- Utility Improvement Fee = $24 per month

- 0.5% Sales Tax
  - $1,000 in taxable purchases = $5
  - $2,000 in taxable purchases = $10
  - $4,800 in taxable purchases = $24

Funding

0.5% New Sales Tax	=	$3,565,000 per year
Annual Debt Service	=	($3,263,500) per year
Balance*	=	$ 301,500 per year

*Remaining funding restricted for infrastructure capital improvements

Important Notes - Surplus

Initial Surplus (First Five Years)*		Long-Term Surplus (Life of Loan)*	
Revenue:	$18,188,750	Revenue:	$138,595,962
Loan:	$ 7,635,695	Loan:	$ 99,013,695
Balance:	$10,553,055	Balance:	$ 39,582,267

*Assumes 1% growth in sales tax collections per year

Important Notes – Use Tax

Use Tax

- Rate of 0.5%
- Generate $417,000 First Year
- Deposited into the General Fund
- Unrestricted Purpose

Proposed Timeline

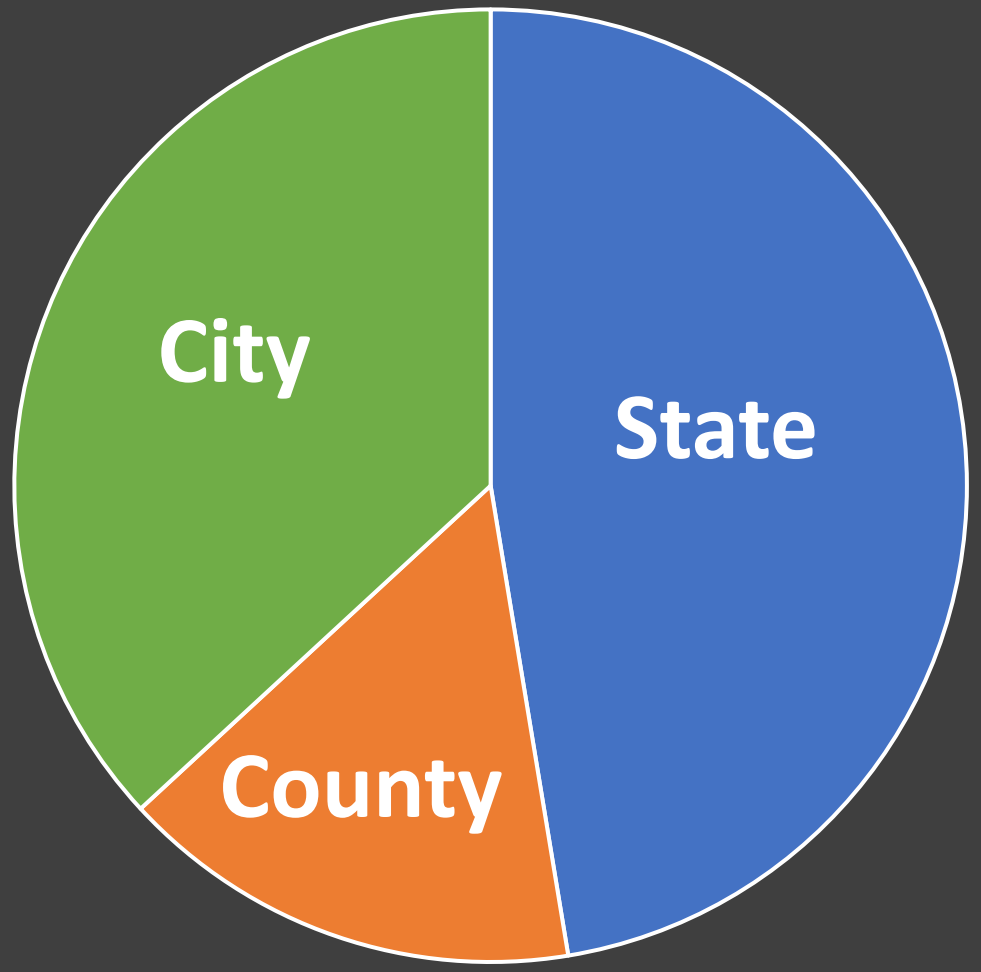
- October 3, 2022 – City Commission calls election
- January 10, 2023 – Election held

Then, if approved:

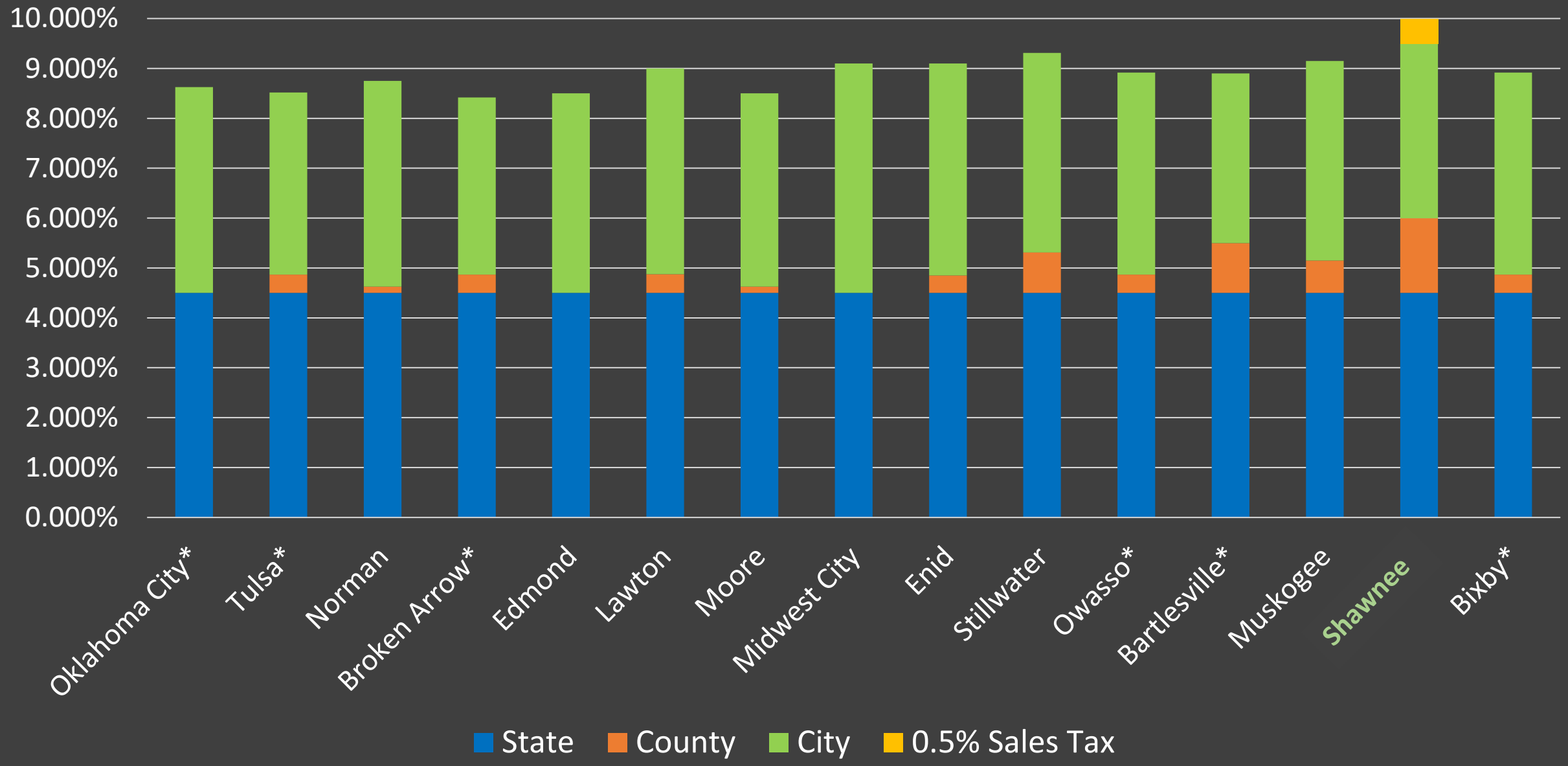
- February 6, 2023 – City Commission eliminates Utility Improvement Fee
- April 1, 2023 – Collection of Sales Tax Begins

Sales Tax Rate

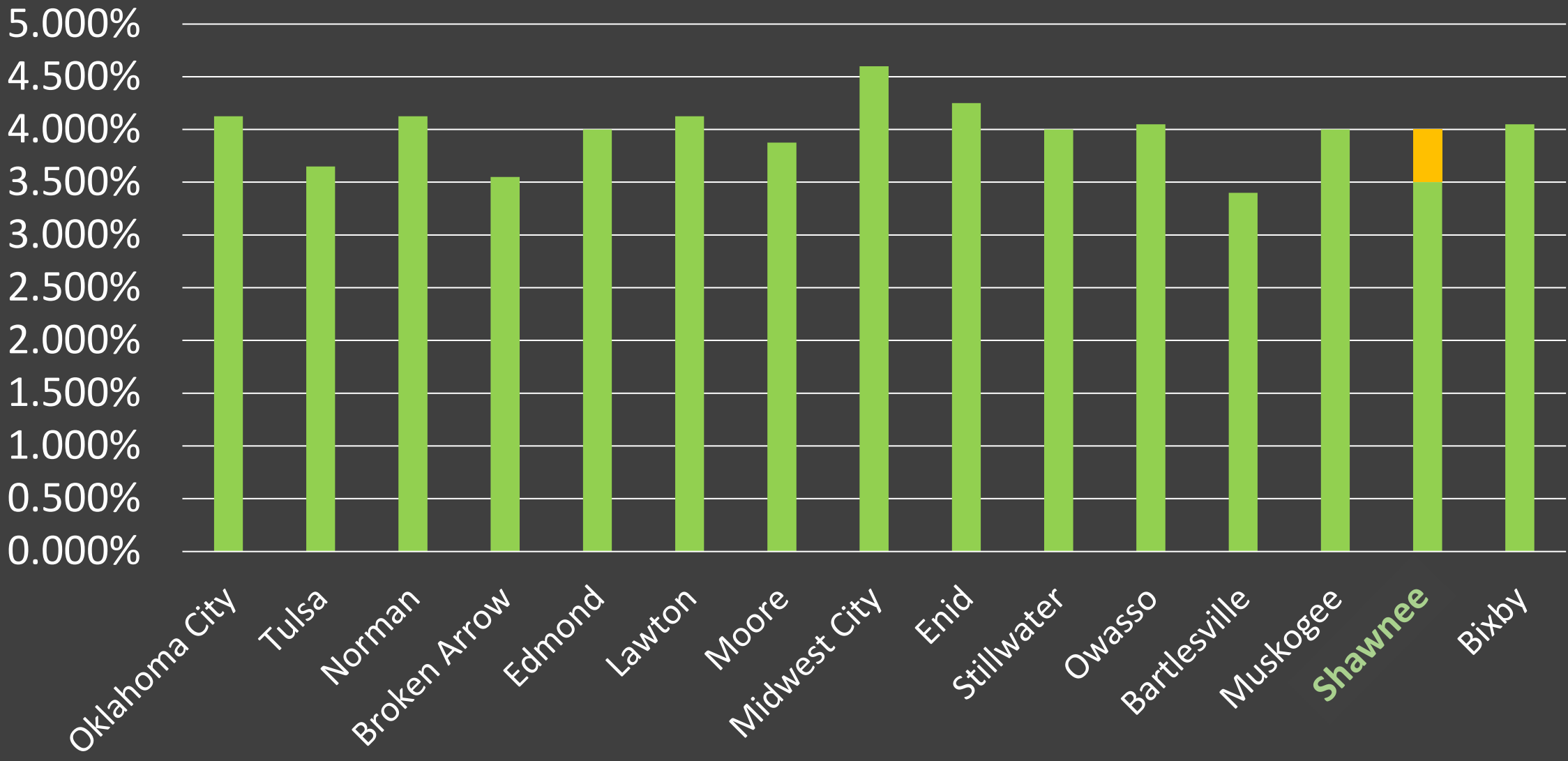
State of Oklahoma	4.5%
Pottawatomie County	1.495%
City of Shawnee	3.5%
Total	9.495%



Combined Sales Tax Comparison



Municipal Sales Tax Comparison



City Commission Questions

City of Shawnee
OKLAHOMA

Regular Board of Commissioners 12. b.
Meeting Date: 09/19/2022
Admin Report
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
The Fundamentals of Utility Rates – Jacob Foos, Assistant City Manager

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Attachments
Admin Report







Utility Rates – Fundamentals

September 19, 2022 – Administrative Report

Jacob Foos, Assistant City Manager

City of Shawnee OKLAHOMA

Brief History

Water/Sewer Rate Study – 2008/2009

Proposed Rates for Residential Inside City Limits for 2018

Water: $29.75 Sewer $21.40

Adopted a Modified 5-Year Plan

Increases 2009 - 2013

Rate Adjustments

Water – Residential – Inside City Limits

	11/2009	7/2010	7/2011	11/2012	11/2013	12/2018	8/2020	3/2022
0 - 1,000	$7.30	$ 11.05	$ 18.15	$ 20.70	$ 20.70	$ 22.25	$ 22.74	$ 23.42
1,001 - 4,000	$3.69	$ 3.69	$ 3.79	$ 3.79	$ 3.89	$ 4.18	$ 4.27	$ 4.40
4,001 - 1 Million	$3.79	$ 3.79	$ 3.89	$ 3.89	$ 3.99	$ 4.29	$ 4.38	$ 4.51
1M - 2M	$3.89	$ 3.89	$ 3.99	$ 3.99	$ 4.09	$ 4.40	$ 4.50	$ 4.64
Over 2M	$3.99	$ 3.99	$ 4.09	$ 4.09	$ 4.19	$ 4.50	$ 4.60	$ 4.74

Rate Adjustments

Sewer – Residential – Inside City Limits

	11/2009	7/2010	7/2011	11/2012	12/2018	8/2020	3/2022
0 - 1,000	$ 9.95	$ 11.25	$ 11.60	$ 13.50	$ 14.51	$ 14.83	$ 15.27
Over 1,000	$ 2.75	$ 2.80	$ 2.85	$ 2.90	$ 3.21	$ 3.28	$ 3.38

Customer Specific Fees

	Fee Amount	FY22 Receipts*
Transfer of Service Fee	$ 25	$ 5,750
Processing Fee	$ 25	$ 41,300
Rescheduling Fee	$ 25	$ 2,500
Cutoff Notice Fee	$ 5	$ 90,500
After-Hours Connection Service Fee	$ 50	$ 7,500

***Approximate**

Monthly Account Fee

	Fee Amount	FY22 Receipts
Meter Maintenance Fee	$ 6.00/mo.	$ 851,493

Where does the money go?

- Maintenance and Operations
- Capital Improvements
  - Debt Service Payments $17.7 Million (2015-2022)
- Transfers to General Fund

Division	Amount
Utility Administration	24,061,915
Water Production	1,809,967
Water Distributions	967,451
Sewer Collection	928,077
South - Treatment Plant	767,917
North - Treatment Plant	755,194
Utility Billing	732,629
Lake Operations	498,200
Debt Service	1,938,250
Transfers Out	4,360,000
	36,819,600

City Commission Questions

City of Shawnee
OKLAHOMA

Regular Board of Commissioners 12. c.
Meeting Date: 09/19/2022
Admin Report
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Santa Fe Depot Update – Rian Harkins, Community Development Director

---

Attachments
Admin Report



Santa Fe Depot

Rian Harkins, Community Development Director

September 19, 2022

Community Feedback Takeaways



- Preserve the Santa Fe Depot
- Utilize the building as a draw for downtown
- Continue to honor Shawnee's history
- Community support exists to combine revenue generating opportunities with a museum and community space

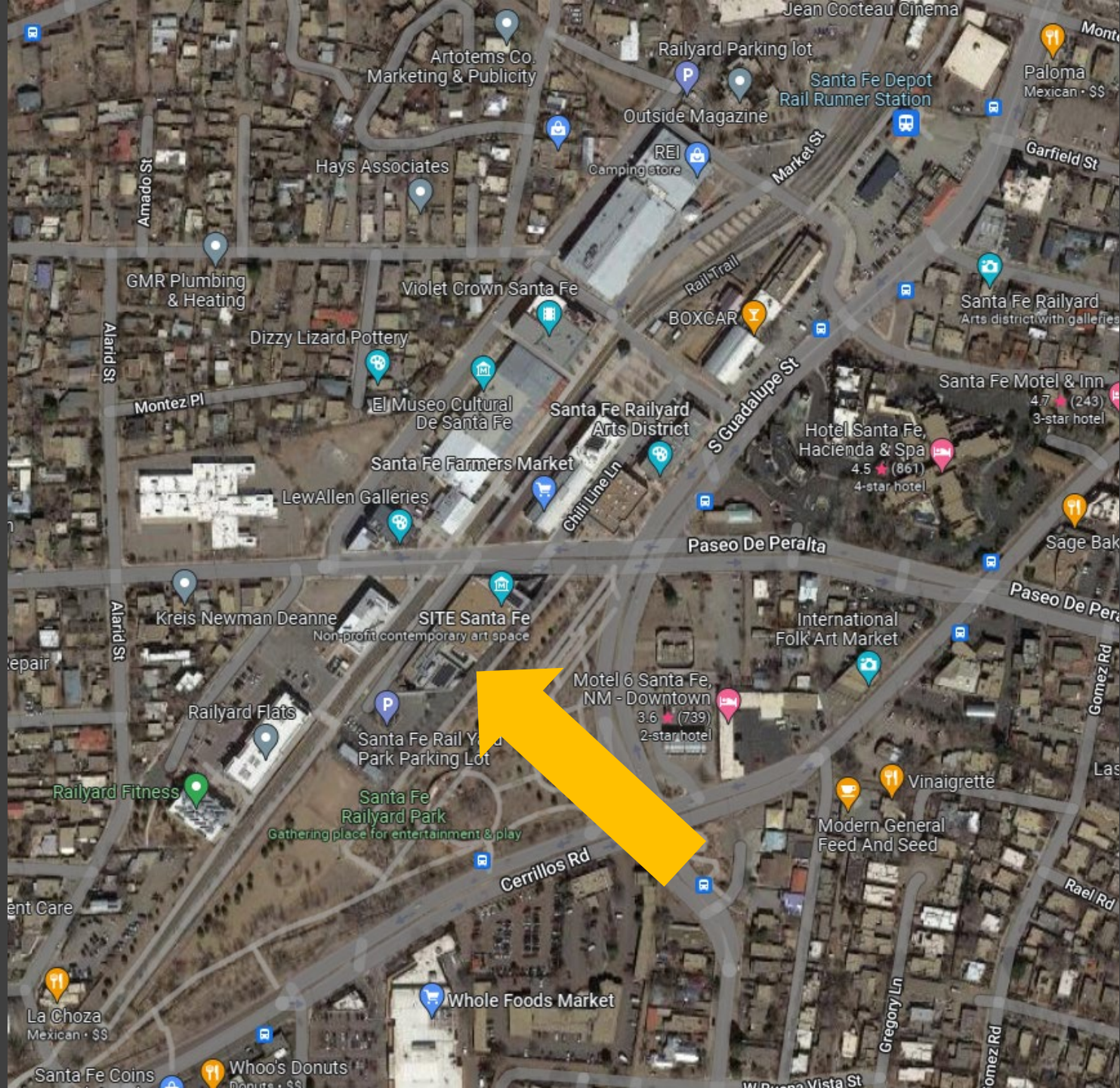
Preferred Functions

Based on feedback given, these top five functions should be considered for in combination with a rail museum:

1) visitor center
2) community / venue space
3) arts space / performing arts center
4) farmers market
5) restaurant

Santa Fe, NM

(Large Redevelopment - Arts/Civic/Restaurant)



Santa Fe, NM

(Large Redevelopment - Arts/Civic/Restaurant/Etc.)



Santa Fe, NM

(Large Redevelopment - Arts/Civic/Restaurant/Etc.)



Santa Fe, NM

(Large Redevelopment - Arts/Civic/Restaurant/Etc.)



Santa Fe, NM

(Large Redevelopment - Arts/Civic/Restaurant/Etc.)



Santa Fe, NM

- City Owned
- 501(c)3 Leased
- Multiple tenants
  - Arts Center
  - Theater
  - Bars/Restaurants
  - Shopping
  - Park
  - Museum
- Multiple renovation phases
- Multiple funding sources
  - Economic Development Loans
  - City Capital Outlays
  - Economic Development Grant
  - U.S. Department of Housing and Urban Development

Other Activities

- Review updated cost estimates for the roof and exterior rehabilitation
- Apply for Transportation Alternatives (TA) grant
- Review available Tax Increment Financing (TIF) funds
- Research additional funding sources
- Continue discussions with PCHS



City Commission Questions

City of Shawnee
OKLAHOMA

Regular Board of Commissioners 12. d.
Meeting Date: 09/19/2022
Admin Report
Submitted By: Kacie Eck, City Clerk
Department: City Clerk

Information
Title of Item for Agenda
Unified Development Code Diagnostic Report Review – Rian Harkins, Community Development Director

---

Attachments
Admin Report

City of Shawnee

Unified Development Code –
Diagnostic Report Review

City Commission

Monday, September 19, 2022



FREESE AND NICHOLS

Agenda

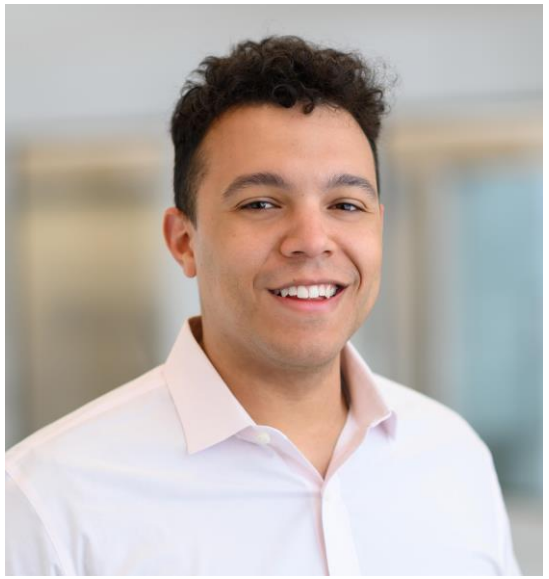
1. Team Introductions
2. Project Process Overview
3. Code Update Foundation
4. Diagnostic Report Review
    a) Components
    b) Findings
    c) Recommendations
4. Next Steps
5. Discussion & Questions

Purpose: *Receive input on the Code Diagnostic and discuss Next Steps*

Team Introductions



Dawn
Warrick, AICP



Rhys
Wilson

FREESE AND NICHOLS



Jeff
Sabin, Attorney

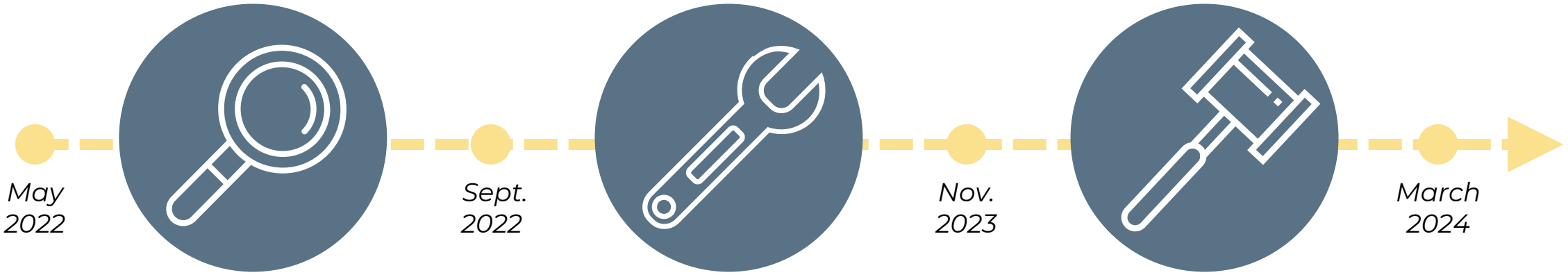
CENTER FOR ECONOMIC DEVELOPMENT LAW

Project Process Overview

Phase 1:
Code Diagnostic

Phase 2:
Draft Code Development

Phase 3:
Code Refinement &
Adoption



Project Process Overview

Phase 1:
Code Diagnostic



May 2022

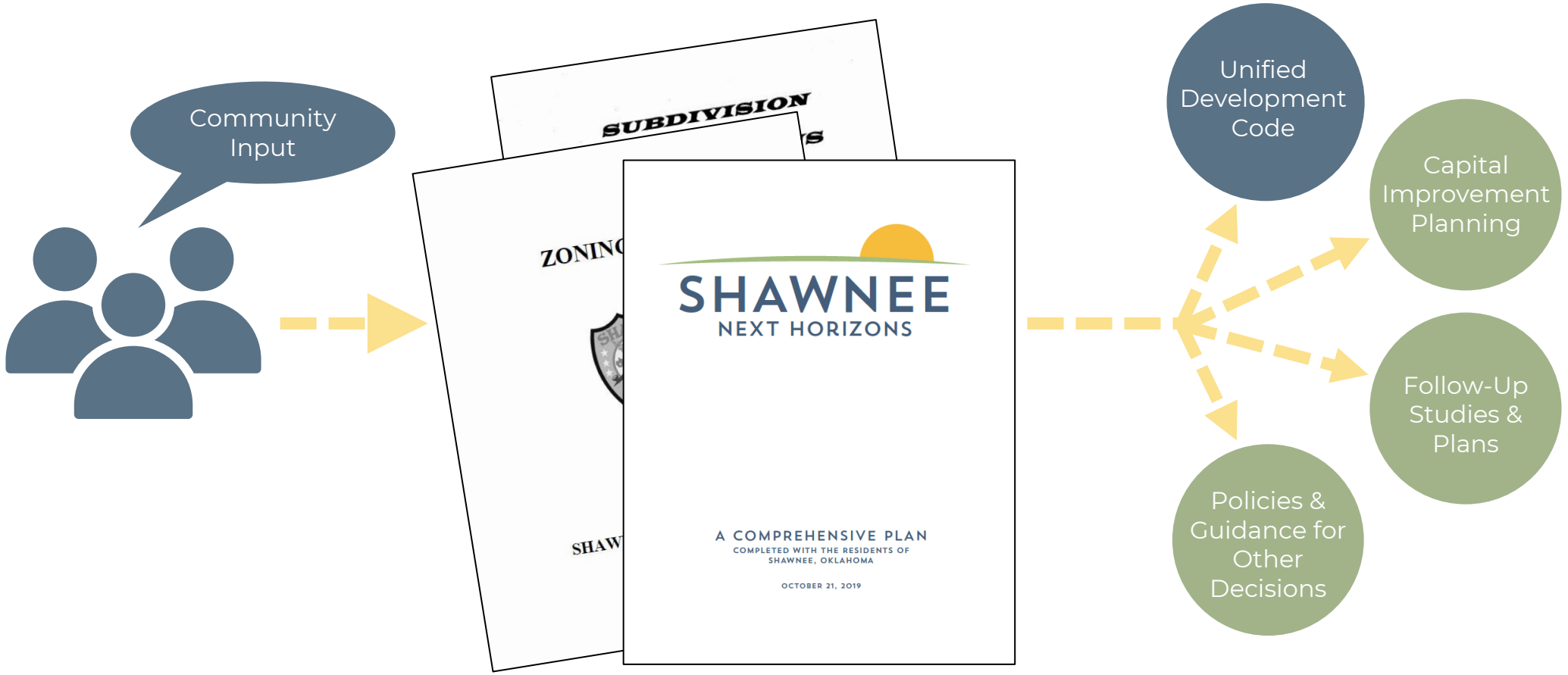
Sept. 2022

Components of Phase I include:

- Stakeholder Interviews
- Community Open House (virtual)
- Media Outreach for Open House
- City Staff Work Session
- Planning Commission and City Commission Meetings
- Post Diagnostic Report to Website

Code Update Foundation

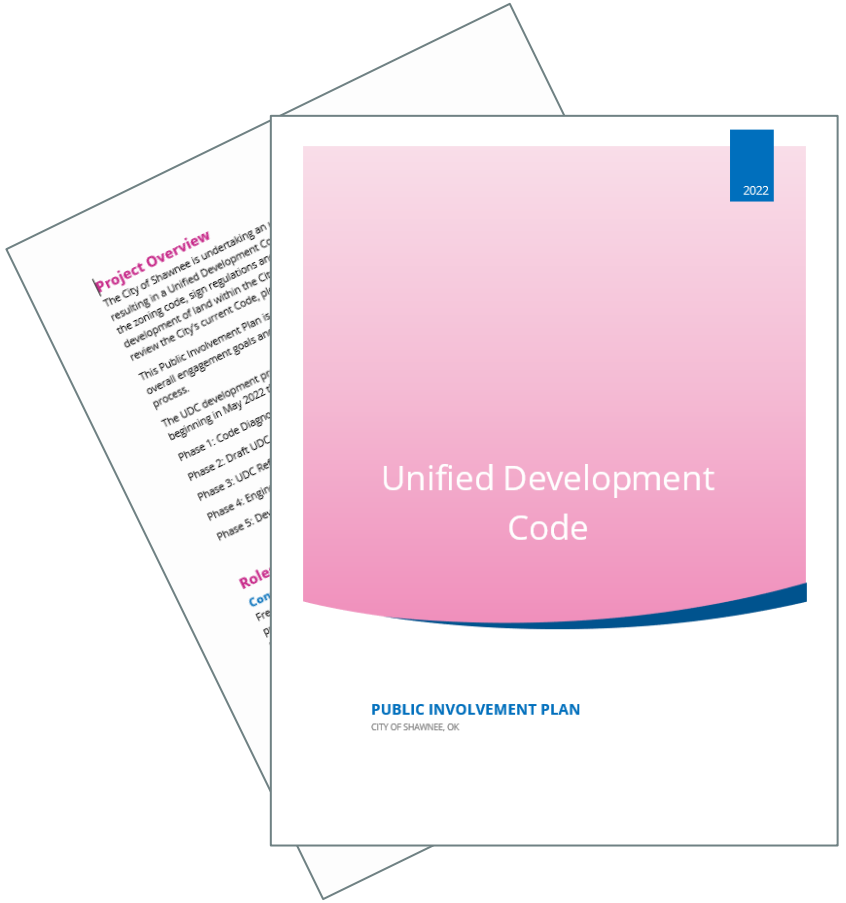
Comprehensive Plan Vision and Implementation



Code Update Foundation

Public Involvement Plan

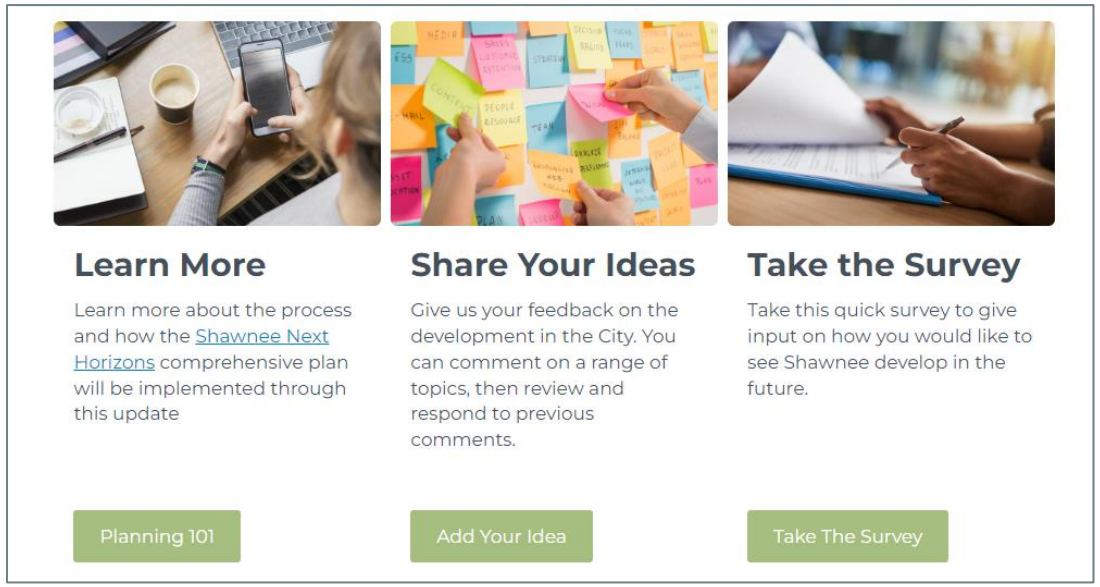
- Identified 3 Public Involvement Goals:
  1. Align land development regulations with the vision and desired outcomes of the City's Comprehensive Plan
  2. Engage key stakeholders to inform the process
  3. Invite community-wide input while providing transparency and education



Code Update Foundation

Project Website and Virtual Open House

- Project Website published for ease of reference and document publication
- Ongoing Virtual Open House for community input
- URL: https://freese.mysocialpinpoint.com/shawneeudc



Website Screenshot

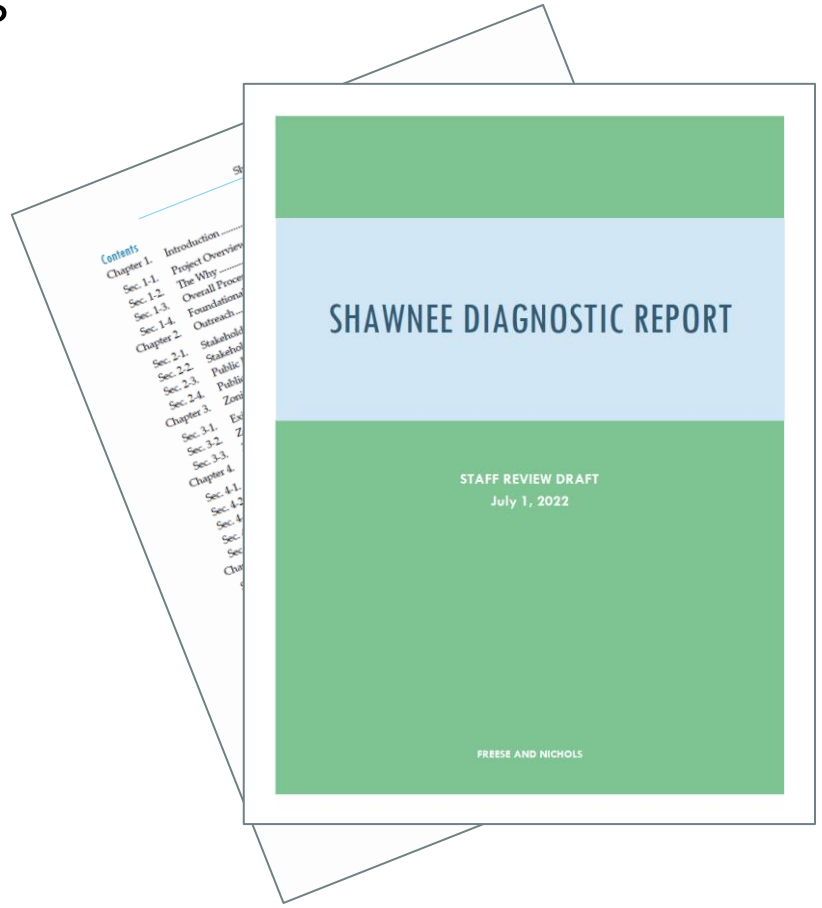


Input flyer

Diagnostic Report Review

Report Contents, Major Sections

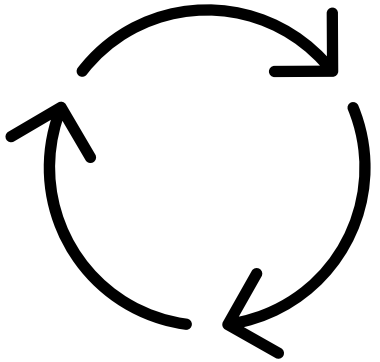
- Introduction (page 3)
- Outreach (page 7)
- Zoning Types (page 17)
- General Overview (page 22)
- Analysis by Topic (page 30)
- Analysis by Public Meeting Review (62)
- Conclusion (65)
- Appendices (66)



Diagnostic Report Review

Introduction

- Project Overview
- The Why (Purpose)
  - *Increase amount and variety of housing; promote affordability*
  - *Promote economic vitality*
  - *Increase connectivity*
  - *Provide clarity*
  - *Manage resources*
- Overall Process
- Foundational Components



Diagnostic Report Review

Outreach

- Stakeholder Discussion Topics
  - *Infill*
  - *Flexibility*
  - *Clear processes*
  - *Architectural standards*
  - *Special housing/lodging*
  - *Housing diversity*
  - *Downtown development*
  - *Definitions*
  - *Attract development within City limits*
  - *Improve communications*
  - *Subdivision regulations*
- Public Input Discussion Topics
  - *Improve development quality*
  - *Residential infill*
  - *Increase housing options*
  - *More mixed-use development*



Diagnostic Report Review

Zoning Types Overview

- Conventional zoning
  - ✓ Use based
- Form-based zoning
  - ✓ Focus on physical design; relationships between structures and public realm



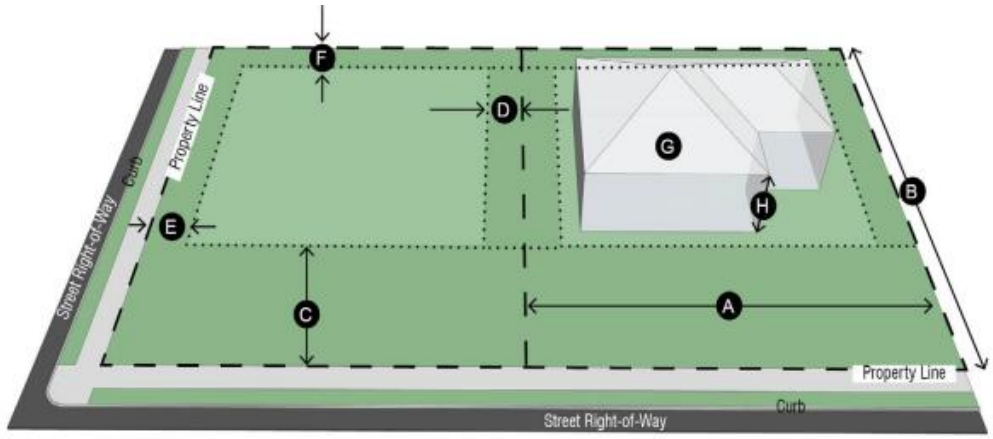
Zoning Tools Overview

- Overlays
  - ✓ Additional standards
- Planned unit development
  - ✓ Negotiated joint benefits
- Floating zones
  - ✓ Traditional Neighborhood (TN) – applies to residential lots created before 1960
- Design guidelines
  - ✓ Separate from code
  - ✓ Design review board

Diagnostic Report Review

General Overview

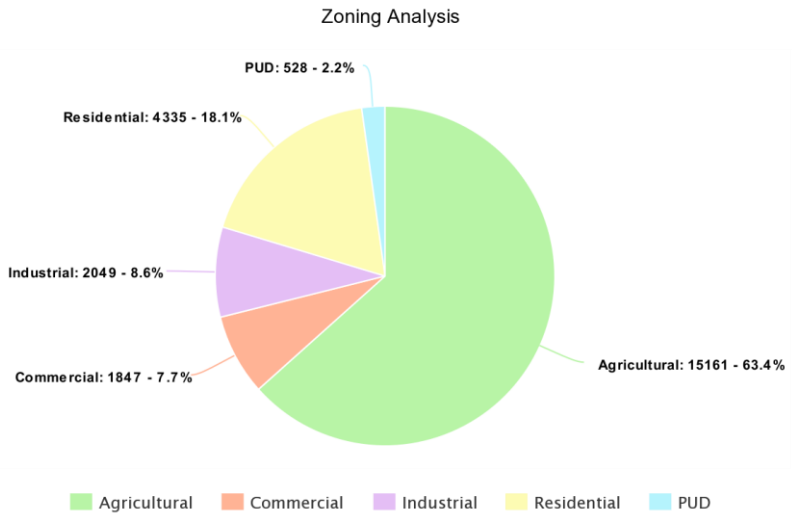
- Document organization; sequence
  - ✓ Combine zoning, subdivisions, signs
- Language
  - ✓ Consider all audiences; reduce legalese
- Graphics
- Definitions/Terms
  - ✓ Alignment with policies and state statutes



Diagnostic Report Review

Analysis by Topic

- Zoning Districts
  - ✓ Consolidate districts
  - ✓ Include additional development types
  - ✓ Support downtown revitalization
- Dimensional Requirements
  - ✓ Improve flexibility
  - ✓ Address frequent variances
- Uses
  - ✓ Improve organization
  - ✓ Define all uses
  - ✓ Permitted uses with standards
- Parking
  - ✓ Right-size parking requirements
  - ✓ Promote shared parking
  - ✓ Bicycle parking



Diagnostic Report Review

Analysis by Topic

- Landscaping
  - ✓ Promote green infrastructure
  - ✓ Update plant lists
- Signs
  - ✓ Content neutral
  - ✓ Graphics
  - ✓ Update typologies
- Screening
  - ✓ Clarify vague language
  - ✓ Define all terms
  - ✓ Include more options
- Outdoor Lighting
  - ✓ Incorporate dark sky standards
  - ✓ Improve graphics
- Access Mgmt. and Circulation
  - ✓ Require shared access for adjacent non-residential uses
- Infill Standards
  - ✓ Apply to more than pre-1960 lots
  - ✓ Add commercial infill standards – esp. downtown
  - ✓ Increase housing types



Diagnostic Report Review

Analysis by Topic

- Subdivision Regulations
  - ✓ Lot configuration
  - ✓ Update processes and submittal requirements
  - ✓ Modernize design standards
- Administration, Applications, Processes
  - ✓ Streamline, update
  - ✓ Summarize and map each process
  - ✓ Focus on outcomes
  - ✓ Appropriate level of detail/complexity
- Nonconformities
  - ✓ Evaluate and reduce where possible
  - ✓ Improve clarity
- Enforcement
  - ✓ Simplify language
  - ✓ Standardize process and penalties



Diagnostic Report Review

Analysis by Public Meeting Review

- City Commission
- Planning Commission
  - ✓ Reduce conditional uses

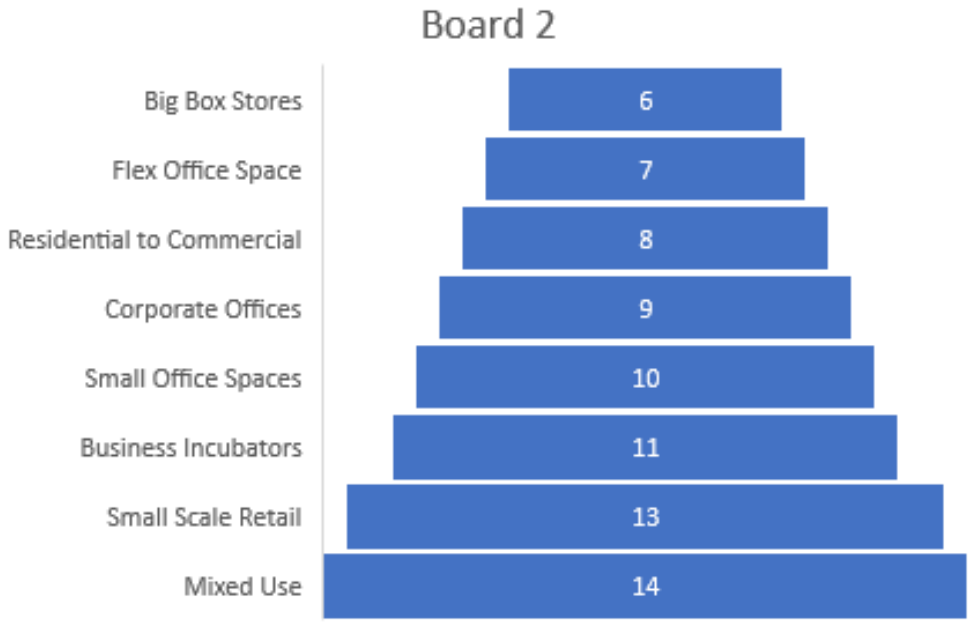
- Board of Adjustment
  - ✓ Accessory structures; setbacks
  - ✓ Street frontage minimums (A-1 district)
  - ✓ Architectural design standards relief



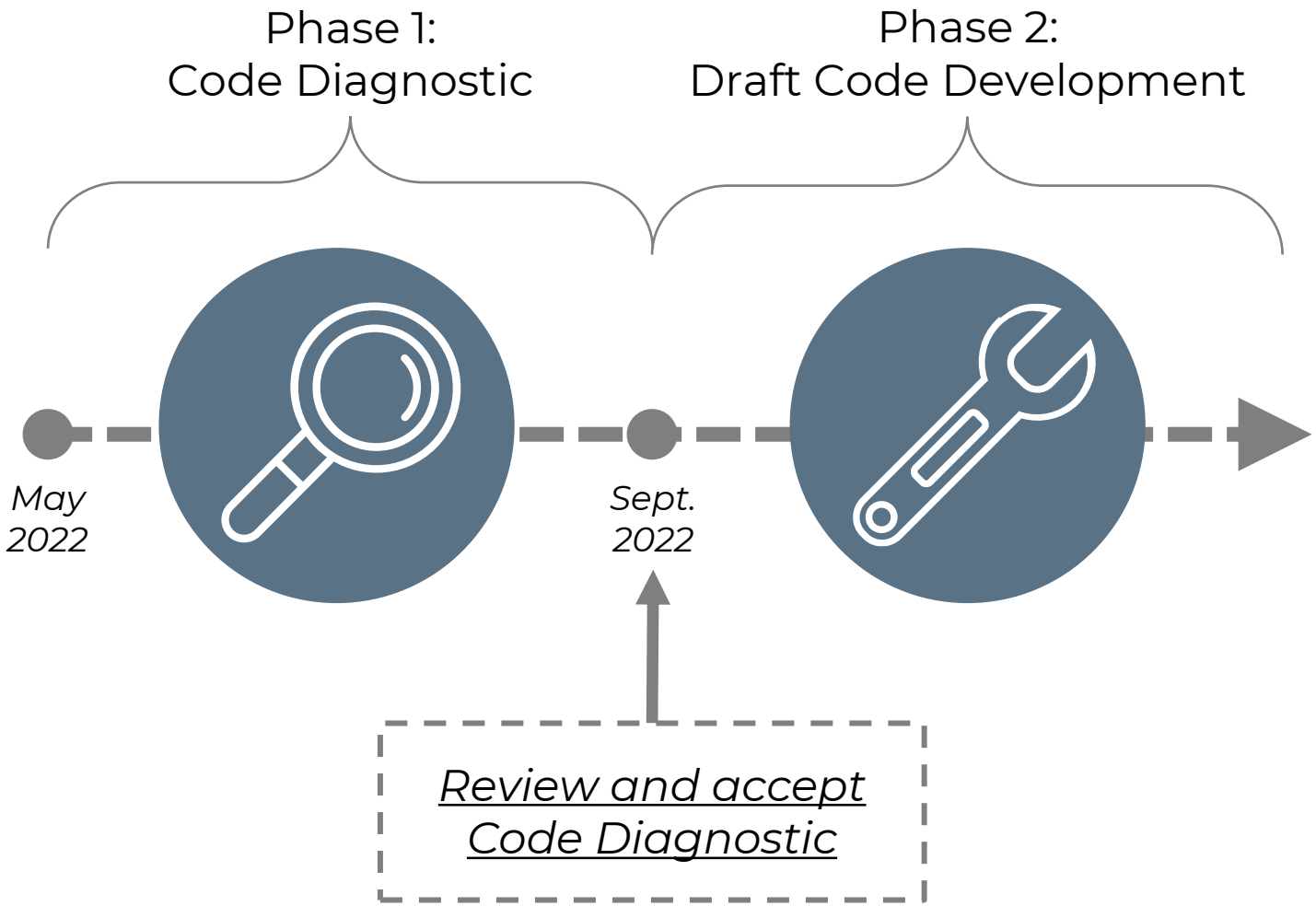
Diagnostic Report Review

Appendices

- Recommendation list
- Proposed UDC outline
- Public outreach



Next Steps


Phase 1:
Code Diagnostic
Phase 2:
Draft Code Development
May
2022
Sept.
2022
Review and accept
Code Diagnostic

Discussion and Questions?

Thank you!



Website QR Code

URL: https://freese.mysocialpinpoint.com/shawneeudc