

AGENDA
BOARD OF CITY COMMISSIONERS
August 3, 2020 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
16 WEST 9TH STREET
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the July 20, 2020 regular meeting and July 23, 2020 Special Call meeting.
 - b. Acknowledge the following minutes:
 - Senior Citizens of Shawnee Board Minutes from the March 10, 2020 regular meeting
 - c. Authorize staff to execute an equipment services agreement with Motorola Solutions.
 - d. Lake Lease Transfers:

TRANSFERS:
Lot 6 Sect Tract, 33804 Post Office Neck
From: James and Vicky Bundy
To: Ruth 2012 Revocable Trust

Lot 5 Magnino Tract, 17104 Magnino Road
From: Kenny and Michelle Childers
To: Dana Browning
3. Presentation by Animal Control to present the Pet of the Week.

4. Mayor's Proclamation:

"National Health Center Week"
August 9-15, 2020
5. Presentation of the 2019 Performer by Crawford and Associates.
6. Discussion and consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the City Limits, pursuant to Sub-Sections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.
7. Discussion and consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.
8. Discussion and consideration of an ordinance amending portions of Chapter 28 – Wells, Oil, and Gas of the Shawnee City Code of Ordinances, by amending Chapter 28 to ensure that all provisions are in compliance with relevant State Law and Administrative Agency Regulations; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.
9. Consideration of a budget amendment for Fund 001 General Fund – The City of Shawnee received a Department of Justice Grant to cover certain COVID-19 supplies needed by the Police Department.
10. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
11. Commissioners Comments
12. Consider an executive session to discuss annual evaluations of the City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."
13. Consider matters discussed in executive session regarding discussions of annual evaluations of City Manager and City Treasurer pursuant to 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

14. Conduct interviews of City Commissioner Ward 1 applicants:
 - Rex Hennen
 - Randy Kamm
 - Tony Kenyon
 - Mandi MacDonald
 - Daniel Matthews
 - Robert Morris
 - Chris Odneal
 - Steve Palmer
 - Lindie VanAntwerp
15. Discussion, consideration and possible action to appoint a City Commissioner to the Ward 1 position to fill the open position left by the appointment of Ed Bolt as Mayor, to complete the remainder of term, expiring 2022.
16. Swearing in of Ward 1 Commissioner. *(This item only occurs if a Commissioner for Ward 1 is appointed during Agenda Item No. 15.)*
17. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 08/03/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the July 20, 2020 regular meeting and July 23, 2020 Special Call meeting.

Attachments

Regular Meeting

Special Call Meeting

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JULY 20, 2020 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, Monday, July 20, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 12:10 p.m. on July 17, 2020. Mayor Bolt presided and Mr. Duke Wright called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Vacant
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Pastor Darryl Fields, Union Missionary Baptist Church

FLAG SALUTE

Mr. Jeffery Branum, Commander of Disabled American Veterans (DAV) Chapter No. 54

AGENDA ITEM NO. 1:

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

Ms. Erin Stevens with the Heart of Oklahoma Exposition Center updated the Commission on scheduled events. These events include a drive-in concert by For King and Country on August 28, 2020, David Nail in concert on August 22, 2020, and an All-Star Monster Truck show on September 19, 2020^h.

Mr. Jack Barrett, Traffic Commission Chairman, encouraged the City Commission to take advantage of the Traffic Commission and their ability to be a communication tool with citizens.

Ms. LaDonna Bryce, Mr. Shane Jett, Ms. Deborah Waterman, Mr. Rob Morris, and Mr. Jeffery Branum expressed their concerns with a possible implementation of a mask mandate. They addressed concerns with the potential hinderance on those with various disabilities or disorders; including concerns with violating their constitutional rights as United States Citizens.

Mr. Jack Barrett and Ms. Carol Tomlinson expressed their favoritism with a possible implementation of a mask mandate. They addressed concerns with spreading COVID-19; including abiding by the Centers for Disease and Control and Prevention (CDC) guidelines.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the July 6, 2020 regular meeting.
- b. Acknowledge the following reports and minutes:
 - License Payment Report for June 2020
 - Project Payment Report for June 2020
 - Shawnee Parks and Recreation Committee Minutes from the February 13, 2020 and June 11, 2020 regular meetings
 - Shawnee Community Beautification Committee Minutes from the February 20, 2020 and June 18, 2020 regular meetings

- c. Lake Lease Transfers:

TRANSFERS:

Lot 7 Green Tract, 32005 Hornbeck Road

From: Robert and Lisa Silvy

To: John Griffith

- d. Authorize Staff to remit payment to Oklahoma Municipal League (OML) for 2020-2021 OML Annual Service Fees.

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

AYE: Weaver, Rutherford, Sehorn, Salter, Flood, Bolt

NAY: None

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

There was no presentation of the Pet of the Week.

AGENDA ITEM NO. 4: Presentation by OG&E Electric Services.

City Manager Chance Allison introduced Ms. Melaina Moffatt with Oklahoma Gas and Electric (OG&E). Ms. Moffatt provided a brief PowerPoint detailing the process of changing existing light fixtures to LED fixtures. She suggested customers contact OG&E to report light pole outages. She advised this can be done via phone or online at www.OGE.com. Ms. Moffatt then answered questions from the Commission.

AGENDA ITEM NO. 5: Discussion and consideration of possible appointment for Ward 1 Commissioner to complete remainder of term, expiring 2022.

City Manager Chance Allison explained the result of the June 30, 2020 election led to a vacancy in Ward 1. He stated that per statute the City Commission has sixty-days (60) from July 6, 2020 to fill the vacancy. Staff is willing to assist with the process with anyway the Commission chooses to proceed. The Commission is not required to call a Special Election. The next Municipal General Election is in 2022. The Commission can call for a Special Election if they choose. Staff recommends to accept applications for the vacant Ward 1 position, conduct interviews at a City Commission meeting, and then make a recommendation to the Commission to appoint an applicant.

A motion was made by Commissioner Weaver, seconded by Commissioner Salter, to accept staff's recommendation to advertise and accept applications to fill the vacant Ward 1 position. Motion carried 6-0.

AYE: Weaver, Salter, Flood, Bolt, Rutherford, Sehorn

NAY: None

AGENDA ITEM NO. 6:

Discussion of the current COVID-19 situation and the community's response efforts.

The Mayor and Commissioners discussed the pros and cons of implementing a face mask ordinance. They also discussed parameters with the City Manager and City Attorney.

AGENDA ITEM NO. 7:

Consider a resolution to declare certain City of Shawnee property surplus and no longer needed for city purposes; describing said items; and authorizing the donation of said items to Shawnee Public Schools.

James Bryce, Director of Operations, explained these items are no longer needed by the City of Shawnee and Staff is seeking approval to donate the items to Shawnee Public Schools.

A motion was made by Commissioner Weaver, seconded by Commissioner Sehorn, to approve a resolution to declare certain City of Shawnee property surplus and no longer needed for city purposes; describing said items; and authorizing the donation of said items to Shawnee Public Schools.

Resolution No. 6615 was introduced.

A RESOLUTION TO DECLARE CERTAIN CITY OF SHAWNEE PROPERTY SURPLUS AND NO LONGER NEEDED FOR CITY PURPOSES; DESCRIBING SAID ITEMS; AND AUTHORIZING THE DONATION OF SAID ITEMS TO SHAWNEE PUBLIC SCHOOLS.

Motion carried 6-0.

AYE: Weaver, Sehorn, Salter, Flood, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 8:

Acknowledge monthly Sales Tax and Budget Report.

Finance Director Ashely Neel reported sales tax is up \$443,612.00, or 27.23%, over the projected budget year-to-date. She stated that use tax collections are up approximately \$37,835.00, or 20.36%, over the projected budget year-to-date.

AGENDA ITEM NO. 9:

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

There was no New Business.

AGENDA ITEM NO. 10:

Commissioners Comments

Commissioner Salter reminded everyone to stay safe and be careful.

Vice Mayor Rutherford stated there are no easy decisions to be made regarding the COVID-19 pandemic and potential guidelines.

Commissioner Flood advised citizens to do their best to take care of themselves and their families during this time.

RECESS CITY COMMISSION MEETING BY THE POWER OF THE CHAIR TO CONVENE SHAWNEE AIRPORT AUTHORITY AND SHAWNEE MUNICIPAL AUTHORITY (7:18 P.M.)

RECONVENE CITY COMMISSION MEETING BY THE POWER OF THE CHAIR (7:27 P.M.)

AGENDA ITEM NO. 11:

Discussion, consideration, and possible action to enter into executive session for discussion related to the employment of Kelly Gibson in accordance with 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee."

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Weaver, to enter into executive session for discussion related to the employment of Kelly Gibson in accordance with 25 O.S. §307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining or resignation of any individual salaried public officer or employee." Motion carried 6-0.

AYE: Rutherford, Weaver, Flood, Bolt, Sehorn, Salter

NAY: None

COMMISSIONERS ENTERED INTO EXECUTIVE SESSION AT 7:28 P.M.
WITH ALL MEMBERS PRESENT.

COMMISSIONERS RECONVENED FROM EXECUTIVE SESSION AT 7:45
P.M. WITH ALL MEMBERS PRESENT

AGENDA ITEM NO. 12:

Consider matters discussed in executive session related to the employment of Kelly Gibson in accordance with 25 O.S. § 307(B)(1) "Discussing the employment, hiring, appointment, demotion, disciplining, or resignation of any individual salaried public officer or employee."

A motion was made by Commissioner Flood, seconded by Commissioner Sehorn, to accept staff's recommendation to approve the disability retirement for Kelly Gibson. Motion carried 6-0.

AYE: Flood, Sehorn, Salter, Weaver, Bolt, Rutherford

NAY: None

AGENDA ITEM NO. 13:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:47 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK,
SENIOR DEPUTY CITY CLERK

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
JULY 23, 2020

The Board of City Commissioners of the City of Shawnee met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma, Thursday, July 23, 2020 at 6:00 p.m., pursuant to notice duly posted as prescribed by law. Mayor Bolt presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Ed Bolt
Chairman

Vacant
Commissioner Ward 1

Bob Weaver
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4 – Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: None

The Call for said meeting was entered upon the records by the City Clerk, said Call being as follows:

NOTICE OF A CALLED SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA

You and each of you are hereby notified that by virtue of a call issued by me on this 21st day of July, 2020, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma in the City of Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 6:00 p.m. on the 23rd day of July, 2020, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be to consider an ordinance amending portions of Chapter 15, entitled "Health and Safety" located in Chapter 15, Article I, of the Shawnee City Code of Ordinances, by specifically enacting the "City of Shawnee COVID-19 Safety Code," to be codified as Section 15-6 through 15-15 of the Code in order to provide the findings and declarations of the City Council; providing a definition of "face covering:" requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency.

Witness my hand this 21st day of July, 2020.

(SEAL)

ATTEST:

/s/ Kacie Eck
KACIE ECK,
SENIOR DEPUTY CITY CLERK

/s/ Chance Allison
CHANCE ALLISON
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 21st day of July, 2020 at 4:07 p.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma as follows:

A read verification was received from Mayor Ed Bold via e-mail at 8:47 p.m. on July 21, 2020.

A read verification was received from Commissioner Bob Weaver via e-mail at 2:01 p.m. on July 22, 2020.

A read verification was received from Commissioner Travis Flood via e-mail at 8:52 a.m. on July 22, 2020.

A read verification was received from Vice Mayor Darren Rutherford via e-mail at 4:21 p.m. on July 21, 2020.

A read verification was received from Commissioner Mark Sehorn via e-mail at 3:06 p.m. on July 23, 2020.

A read verification was received from Commissioner Ben Salter via e-mail at 4:49 p.m. on July 21, 2020.

KACIE ECK,
SENIOR DEPUTY CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 23RD DAY OF JULY, 2020 AT 6:00 P.M. AT THE CITY OF SHAWNEE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE TO CONSIDER AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15, ENTITLED "HEALTH AND SAFETY" LOCATED IN CHAPTER 15, ARTICLE I, OF THE SHAWNEE CITY CODE OF ORDINANCES, BY SPECIFICALLY ENACTING THE "CITY OF SHAWNEE COVID-19 SAFETY CODE," TO BE CODIFIED AS SECTION 15-6 THROUGH 15-15 OF THE CODE IN ORDER TO PROVIDE THE FINDINGS AND DECLARATIONS OF THE CITY COUNCIL; PROVIDING A DEFINITION OF "FACE COVERING:" REQUIRING FACE COVERINGS SHALL BE WORN IN CERTAIN PLACES OR SETTINGS; PROVIDING SUGGESTED GUIDELINES FOR FACE COVERINGS; PROVIDING EXCEPTIONS; PROVIDING AN EFFECTIVE AND EXPIRATION DATE AND TIME; PROVIDING FOR ENFORCEMENT, VIOLATIONS, AND PENALTIES FOR VIOLATIONS; PROVIDING A DEFENSE; AND DECLARING AN EMERGENCY.

BY VIRTUE OF THE AUTHORITY VESTED IN ME BY SECTION 4, ARTICLE IV OF THE CHARTER OF THE CITY OF SHAWNEE, OKLAHOMA, A SPECIAL SESSION OF THE BOARD OF CITY COMMISSIONERS OF THE CITY OF , OKLAHOMA IS HEREBY CALLED TO MEET AT THE CITY COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA AT 6:00 P.M. ON THE 23RD DAY OF JULY, 2020 TO CONSIDER AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15, ENTITLED "HEALTH AND SAFETY" LOCATED IN CHAPTER 15, ARTICLE I, OF THE SHAWNEE CITY CODE OF ORDINANCES, BY SPECIFICALLY ENACTING THE "CITY OF SHAWNEE COVID-19 SAFETY CODE," TO BE CODIFIED AS SECTION 15-6 THROUGH 15-15 OF THE CODE IN ORDER TO PROVIDE THE FINDINGS AND DECLARATIONS OF THE CITY COUNCIL; PROVIDING A DEFINITION OF "FACE COVERING:" REQUIRING FACE COVERINGS SHALL BE WORN IN CERTAIN PLACES OR SETTINGS; PROVIDING SUGGESTED GUIDELINES FOR FACE COVERINGS; PROVIDING EXCEPTIONS; PROVIDING AN EFFECTIVE AND EXPIRATION DATE AND TIME; PROVIDING FOR ENFORCEMENT, VIOLATIONS, AND PENALTIES FOR VIOLATIONS; PROVIDING A DEFENSE; AND DECLARING AN EMERGENCY.

Witness my hand this 21st day of July, 2020

/s/ Chance Allison

CHANCE ALLISON,
CITY MANAGER

(SEAL)

ATTEST:

/s/ Kacie Eck

KACIE ECK,
SENIOR DEPUTY CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION AT THE CITY COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA, THURSDAY, JULY 23, 2020 AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW AT 4:06 P.M. ON JULY 21, 2020. MAYOR BOLT PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 6:00 P.M.

PRESENT AT ROLL CALL: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter

ABSENT AT ROLL CALL: None

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1:

Consideration of an ordinance to amending portions of Chapter 15, entitled "Health and Safety" located in Chapter 15, Article I, of the Shawnee City Code of Ordinances, by specifically enacting the "City of Shawnee COVID-19 Safety Code," to be codified as Section 15-6 through 15-15 of the Code in order to provide the findings and declarations of the City Council; providing a definition of "face covering;" requiring face coverings shall be worn in certain places or settings; providing suggested guidelines for face coverings; providing exceptions; providing an effective and expiration date and time; providing for enforcement, violations, and penalties for violations; providing a defense; and declaring an emergency.

City Manager Chance Allison explained that based upon discussions held at the July 20, 2020 City Commission meeting, Staff has drafted an ordinance regarding face coverings. Mr. Allison stated that between Monday and today (Thursday) there had been an increase of cases in the Shawnee area. He provided the definition of a face covering and explained they would only be required in an indoor public space. Mr. Allison explained the exceptions, effective and expiration dates and times, enforcement, and violations and penalties of the ordinance.

The City Attorney and City Manager answered questions from the Commission. The Commission then discussed the drafted ordinance. They thanked everyone that has contacted them regardless of their opinions on the matter.

Commissioner Weaver made a motion to approve the ordinance as presented by staff. Vice Mayor Rutherford suggested an amendment to the motion to approve the ordinance as presented with one amendment by interlineation specifically to Section 15-12 showing the effective and enforceable date at 12:00 a.m., July 27, 2020. Commissioner Weaver accepted the amended motion and the motion was seconded by Commissioner Flood.

Ordinance No. 2695NS was introduced.

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 15, ENTITLED "HEALTH AND SAFETY" LOCATED IN CHAPTER 15, ARTICLE I, OF THE SHAWNEE CITY CODE OF ORDINANCES, BY SPECIFICALLY ENACTING THE "CITY OF SHAWNEE COVID-19 SAFETY CODE," TO BE CODIFIED AS SECTION 15-6 THROUGH 15-15 OF THE CODE IN ORDER TO PROVIDE THE FINDINGS AND DECLARATIONS OF THE CITY COMMISSION; PROVIDING A DEFINITION OF "FACE COVERING;" REQUIRING FACE COVERINGS SHALL BE WORN IN CERTAIN PLACES OR SETTINGS; PROVIDING SUGGESTED GUIDELINES FOR FACE COVERINGS; PROVIDING EXCEPTIONS; PROVIDING AN EFFECTIVE AND EXPIRATION DATE AND TIME; PROVIDING FOR ENFORCEMENT, VIOLATIONS, AND PENALTIES FOR VIOLATIONS; PROVIDING A DEFENSE; AND DECLARING AN EMERGENCY.

Motion carried 6-0.

AYE: Weaver, Flood, Bolt, Rutherford, Sehorn, Salter

NAY: None

Ordinance No. 2695NS was adopted by the City Commission.

A motion was made by Commissioner Weaver, seconded by Commissioner Rutherford to approve the emergency clause relating to Ordinance No. 2695NS. Motion carried 6-0.

AYE: Weaver, Rutherford, Sehorn, Salter, Flood, Bolt

NAY: None

AGENDA ITEM NO. 2:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair at 6:27 p.m.

ED BOLT, MAYOR

(SEAL)

ATTEST:

KACIE ECK,
SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 08/03/2020

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Senior Citizens of Shawnee Board Minutes from the March 10, 2020 regular meeting
-

Attachments

Senior Citizens Minutes



Office of the Recreation Manager

Meeting Minutes
Senior Citizens of Shawnee Board
March 10, 2020
The Senior Citizens of Shawnee Board met at the Senior Recreation Center
The meeting was called to order at 9:34 am

Roll Call was taken showing the following members present:

		Present	Absent
Chairman	Phyllis Croswell	X	
Vice Chair	Wanda Hill		X
Member	Ann Dowdy		X
Member	Barbara 'Bobbi' Gaglia	X	
Member	Bill Haley	X	
Member	Albert Rice	X	
Member	Pam Robinson	X	
Member	Shirley Gregory	X	
Member	Anna Brown		X
Member	John Belzer	X	
City Commissioner	Ben Salter	X	
City Staff	Kerri Foster	X	
City Staff	James Bryce		X
City Staff	Amy Riggins		X

AGENDA NO 1 Call to Order.

AGENDA NO 2 Roll call and Declaration of a Quorum

AGENDA NO 3 Approval of minutes from January 9, 2020 and February 27, 2020

Motion: Ben Salter / 2nd: John Belzer **Approved.**

AGENDA NO 4 Staff Updates

AGENDA NO 5 Programming Updates

A Singles and Doubles Pool Tournament is scheduled for March 20, 2020. Homeland and CPN each donated a gift card. Boom-a-Rang Diner donated a burger token.

The Center is continuing to share events and activities through various media. Birthday celebration attendance has increased.

Ben Salter reported he had spoken with the facilitators of the woodcarvers group and they are willing to return to teach classes.

Kerri reported they are seeking instructors for skills share classes, including art. The July calendar is already in the planning stages.

AGENDA NO 6 Senior Fitness Classes and Title III Grant Updates

Data are being collected regarding program and activity attendance, including the demographics of who is attending the various events.

The Title III grant continues.

AGENDA NO 7 Discussion of Board Goals and Objectives

Kerri shared we are working with Avedis in participating in the upcoming Health Week activities. There may be several events over an entire day. The Senior Stroll may continue.

The suggestion was made to create a flyer listing SSC programs and activities. This led to discussion about creating a logo. Phyllis Croswell will contact the Graphics department at Gordon Cooper Technology Center (GCTC) about designing a logo. Pam Robinson will contact the Graphic Design department at Oklahoma Baptist University if GCTC is unable to assist.

AGENDA NO 8 Discussion and action on Pottawatomie County Senior one/cent sales tax purchases.

This was addressed at the Special Called meeting in February. The SSC falls under the Recreation Department as related to program supervision and funding.

AGENDA NO 9 Comments

Kerri reminded members to wash hands often and cover mouth when coughing as we are still in flu season and the recently identified Corona Virus. Reminder signs are being placed around the SSC.

AGENDA NO 10 Adjournment

Motion: John Belzer 2nd: Shirley Gregory **Passed at 10:50 am**

Date 7/14/2020

Chairman Phyllis Crosswell

Regular Board of Commissioners

2. c.

Meeting Date: 08/03/2020

Motorola

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Authorize staff to execute an equipment services agreement with Motorola Solutions.

Attachments

Motorola Agreement



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1173240
Contract Number: USC000020879
Contract Modifier: R12-FEB-20 15:00:19

Date: 02/12/2020

Company Name: SHAWNEE, CITY OF

Attn:

Billing Address: 16 W NINTH ST

City, State, Zip: SHAWNEE , OK, 74801

Customer Contact: Justin Beaver

Phone: 405-219-9965

Required P.O. :

Customer # : 1011240877

Bill to Tag # :

Contract Start Date : 01-Jul-2020

Contract End Date : 30-Jun-2021

Anniversary Day : Jun 30th

Payment Cycle : QUARTERLY

PO # :

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SSV01S01627A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SSV01S01631A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SSV01S01630A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$6,355.10	\$76,261.18
	SSV01S01625A	SYSTEM UPGRADE AGREEMENT II	\$2,961.19	\$35,534.35
	SSV01S01629A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$158.22	\$1,898.62
Subtotal - Recurring Services			\$9,474.51	\$113,694.15
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$9,474.51	\$113,694.15
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Mason Wilson Chief of Police 7-21-2020
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

Mason Wilson
CUSTOMER (PRINT NAME)



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1173240
Contract Number: USC000020879
Contract Modifier: R12-FEB-20 15:00:19

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Chris Atten	469-712-9832	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name : SHAWNEE, CITY OF
Contract Number : USC000020879
Contract Modifier : R12-FEB-20 15:00:19
Contract Start Date : 01-Jul-2020
Contract End Date : 30-Jun-2021



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1173240
Contract Number: USC000020879
Contract Modifier: R12-FEB-20 15:00:19

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1173240
Contract Number: USC000020879
Contract Modifier: R12-FEB-20 15:00:19

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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SERVICE AGREEMENT

Quote Number : QUOTE-1173240
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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018

Regular Board of Commissioners

2. d.

Meeting Date: 08/03/2020

Lake Leases

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfers:

TRANSFERS:

Lot 6 Sect Tract, 33804 Post Office Neck

From: James and Vicky Bundy

To: Ruth 2012 Revocable Trust

Lot 5 Magnino Tract, 17104 Magnino Road

From: Kenny and Michelle Childers

To: Dana Browning

Attachments

Ruth

Browning



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

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

Date	7/28/2020	License No. #033975
Type	☐ Renewal ☒ Transfer (Fee: \$1,000)	
Commission Meeting Date	08/03/2020	
Property Address	33804 POST OFFICE NECK	
Lake Site Location	LOT 6 SECT TRACK	
Lease Dates	08-03-20 – 08-03-2050	
Lease Fee (changes annually)	\$731.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	RUTH 2012 REVOCABLE TRUST	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) <i>(if applicable)</i>		
Name(s)	JAMES AND VICKY BUNDY	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☐ Conventional ☒ Aerobic	
Last Inspected/Pumped	11/18/2018	
Misc. Comments	Total Charges Paid: \$1,806.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 033975**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of August 3rd, 2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

RUTH 2012 REVOCABLE TRUST
of 64 NORTHRIDGE RD SHAWNEE OK 74804-3263 ,

of ,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$ 731.00 dollars for 2020, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

33804 POST OFFICE NECK

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 rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that 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 to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

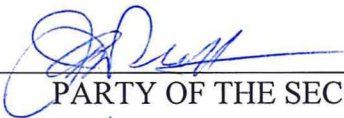
IN WITNESS WHEREOF, party of the first part has caused its name to be affixed hereto by the Mayor of the City of Shawnee, Oklahoma, and attested by the City Clerk, and the party of the second part hereunto affixed his/her name the day and year first above written.

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



City of Shawnee
Community Development Department
222 N. Broadway
Shawnee, OK 74801
(405) 878-1665 Fax (405) 878-1587
www.ShawneeOK.org

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

Date	07/28/2020	License No. #033949
Type	☐ Renewal	☒ Transfer (Fee: \$1,000)
Commission Meeting Date	08-03-2020	
Property Address	17104 MAGNINO RD	
Lake Site Location	LOT 5 MAGININO A TRACT	
Lease Dates	08-03-20 – 08-03-2050	
Lease Fee (changes annually)	\$731.00	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No	
Lessee (Transfer To)		
Name(s)	DANA BROWNING	
Address	SEE FILE	
Phone	SEE FILE	
Current Lessee (Transfer From) (if applicable)		
Name(s)	KENNY AND MICHELLE CHILDERS	
Address	SEE FILE	
Phone	SEE FILE	
Inspection Information		
Inspection Required	☒ Yes ☐ No	
DEQ Report on File	☒ Yes ☐ No	
Type of Septic System	☒ Conventional ☐ Aerobic	
Last Inspected/Pumped	03/17/19	
Misc. Comments	Total Charges Paid: \$1,806.00	

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 033949**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of August 3rd, 2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

DANA BROWNING
of 17104 MAGNINO RD SHAWNEE OK 74801 ,

of,
PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$ 731.00** dollars for **2020**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and a part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin Lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

17104 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 rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that 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 to City of Shawnee development regulations. Lessee agrees that prior to commencing construction on any structure on the leased premises he/she will obtain an approved building permit from the City.

That lessee is solely responsible for determining the flood elevation on the leased premises and is required to satisfy lessor that prior to any construction on the leased premises the

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

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

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

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

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

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

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

That the second party shall at all times during the term of this lease be subject to and does hereby agree to abide by and conform to any rules, regulations or ordinances now in force, or that may hereafter be adopted by the City of Shawnee, governing the regulation of said lake and

within the described premises, as to fishing, hunting, boating and other recreational activities upon and around said water reservoir, and to conform to and abide by all further rules, regulations and ordinances now in force, or that hereafter may be adopted by the City of Shawnee, Oklahoma, governing the regulations of said premises and lake.

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK

Dana Brauning
PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

4.

Meeting Date: 08/03/2020

Proclamation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamation:

"National Health Center Week"
August 9-15, 2020

Attachments

Proclamation



“National Health Center Week”

Whereas, Community Health Centers of Oklahoma (“Community Health”), a community based 501(c) (3) private nonprofit, incorporated May 10, 1971, opened its doors in 1973; and

Whereas, Community Health is a Federally Qualified Health Center (FQHC) that provides comprehensive, primary medical and dental care, family support services, accessible preventive care, behavioral health, and discounted pharmaceuticals. It has 6 Health Centers in four counties: Oklahoma, Logan, Lincoln and Pottawatomie County and has provided free health care to the homeless for over 30 years at their Healing Hands Health Care Services location as well as reaching out to homeless sites including Positive Tomorrows, Jordan Crossing, Salvation Army, West Town, Passageway and City Rescue Mission; and

Whereas, Community Health’s Mission is "To provide comprehensive, accessible and affordable health care that is of the highest quality" and its Vision is “A healthy community, free of health disparities.” In 2019, Community Health served 15,000 patients with 2,237 of these being persons that are homeless, 46% of total was uninsured, generating 40,562 patient encounters; and

Whereas, Community Health has been a viable part of Shawnee since opening its doors to the Community Health Shawnee Family Medical Center in January of 2014; providing Primary Health Care Services and Behavioral Health to those with or without insurance on a sliding scale fee based on income. In 2019, Community Health’s Central Oklahoma Healthy Start Initiative, a program to reduce infant mortality and perinatal health disparities expanded to Pottawatomie County and is located at the current clinic site: 130 N. Broadway, Suite 300 Shawnee, OK 74801; and

Whereas, in August each year, is recognized as National Health Center Week, a weeklong celebration that affirms the health centers’ commitment to the communities. During the week, Community Health honors front-line providers, staff, stakeholders, children and beloved patients. This is an opportunity to unite and educate all citizens about the risk factors, importance of early detection and treatment.

Now, Therefore, I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma do hereby proclaim the week of August 9-15, 2020, as:

“National Health Center Week”

In the City of Shawnee, Oklahoma
Dated this 3rd day of August, 2020.

Ed Bolt, Mayor

Attest:

Lisa Lasyone, CMC, City Clerk



Regular Board of Commissioners

5.

Meeting Date: 08/03/2020

Performer

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation of the 2019 Performer by Crawford and Associates.

Attachments

Performer



THE
PERFORMETER®

A Financial Statement Analysis of
The City of Shawnee, Oklahoma
As of and for the year ended June 30, 2019



Crawford & Associates, P.C.

What is a Performer[®]?

An analysis that takes governmental financial statements and converts them into useful and understandable measures of financial performance

Financial ratios and a copyrighted analysis methodology are used to arrive at an overall rating of 0-10

The overall reading is a barometer of the City's financial health and performance

How to Use the Performer[®]

Use the individual ratios to identify financial warning signs – the ratios are combined into three categories

Financial position ratios – that measure financial health at year end

Financial performance ratios - that measure changes in financial position from the prior year

Financial capability ratios - that measure the ability to raise revenue or issue debt in the future, if needed

Use the overall rating as a collective benchmark of financial health and success of the City as a whole

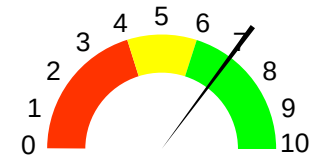
Use the comparisons to prior years to monitor trends in financial indicators

Limitations of the Performer®

The Performer® should not be used as the only source of financial information to evaluate financial health and performance

The analysis is an overall rating of the City as a whole and not of specific activities, funds or units

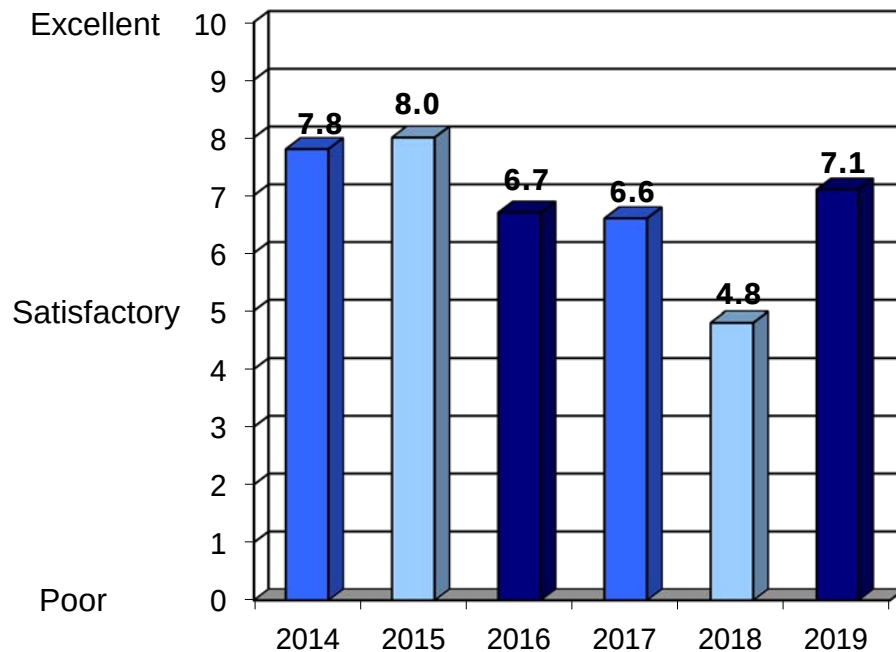
The Performer® is based on Crawford & Associates' professional judgment and is limited as to its intended use



Performer® Reading

For the 2019 fiscal year, the readings by ratio category were as follows:

Overall Reading



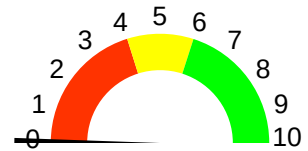
Financial Position	3.9
Financial Performance	9.6
Financial Capability	<u>7.5</u>
Overall Rating	7.1

The strongest component of the ratings was the City's near excellent financial performance over the past year. However the City's financial capability at June 30, 2019 also reflects an above satisfactory rating. The City's financial position is the lowest component of the City's ranking, but has improved over its prior year score. The 2019 overall reading of **7.1** indicates the evaluator's opinion that Shawnee's overall financial health is above satisfactory, halting a 3 year pattern of decreases in the overall scoring ratio when compared with the prior years presented.

Performer[®] Ratios

Financial Position Ratios

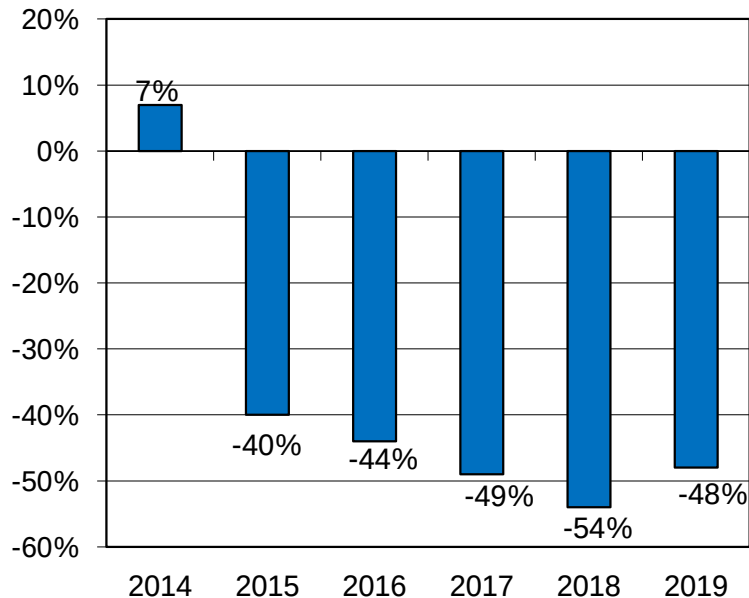
Unrestricted Net Position	How do our total rainy day funds look?
General Fund Unassigned Fund Balance	How does our General Fund unassigned fund balance carryover position look?
Capital Asset Condition	How much life do we still have left in our capital assets?
OPEB Plan Funding	Will our employees be happy with us when they retire as far as health is concerned?
Pension Plan Funding	Will we be able to pay our employees pensions costs when they retire?
Assets to Debt	Who really owns the City?
Current Ratio	Will our employees and vendors be pleased with our ability to pay them on time?
Quick Ratio	How is our short-term cash position?



Level of Unrestricted Net Position

How do our total rainy day funds look?

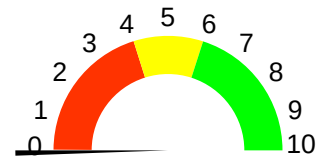
Unrestricted Net Position as a Percentage of Annual Revenues



The level of total unrestricted net position is an indication of the amount of unexpended and available resources the City has in all funds combined at a point in time to fund emergencies, shortfalls or other unexpected needs. In our model, 50% is considered excellent, while 30% is considered a desired minimum.

For the year ended June 30, 2019, the City's total unrestricted net position was in a deficit, or negative position, that approximated \$22 million or 48% of annual total revenues. This is considered an unfavorable position to be in, and well below our model's desired minimum of a positive 30%. This is due in a large part to the City's reporting, beginning in FY 2015, its share of unfunded pension liabilities of the State Fire Pension System.

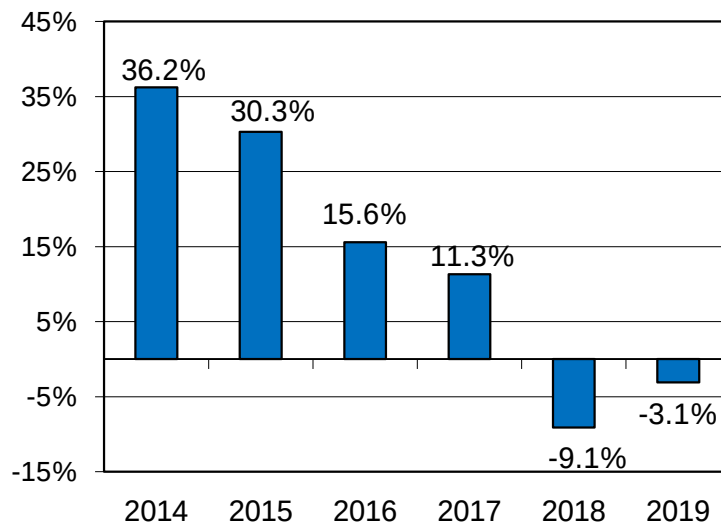
2014	2015	2016	2017	2018	2019
7%	-40%	-44%	-49%	-54%	-48%



Level of General Fund Unassigned Fund Balance

How does our General Fund unassigned fund balance carryover position look?

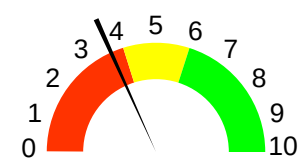
General Fund Unassigned Fund Balance as a Percentage of Annual Revenues



The level of unassigned fund balance is an indication of the amount of unexpended, unencumbered and available resources the City has at a point in time to carryover into the next fiscal year to fund budgetary emergencies, shortfalls or other unexpected needs. In our model, 10% is considered a minimum responsible level, while 30% is considered desirable.

For the year ended June 30, 2019, the City's unassigned fund balance of the General Fund amounted to a deficit of \$0.6 million or 3.1% of annual General Fund revenues. However, this does represent an improvement in the ratio when compared to the ratio of the prior years.

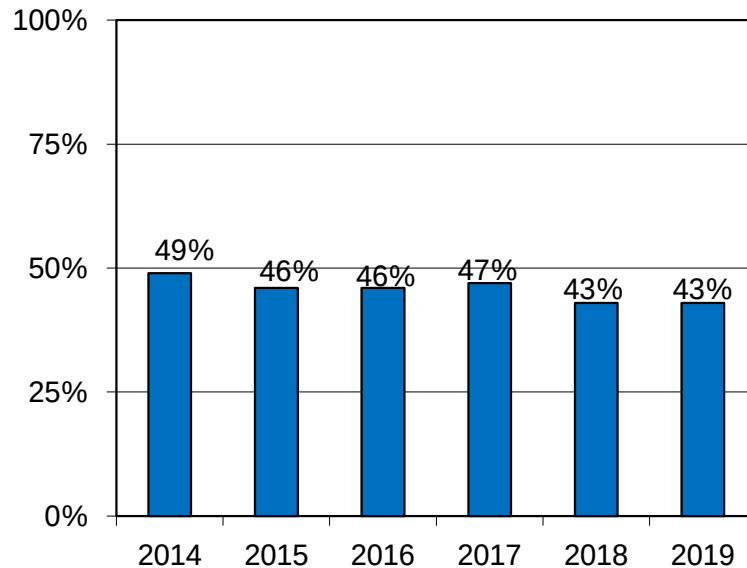
2014	2015	2016	2017	2018	2019
36.2%	30.3%	15.6%	11.3%	-9.1%	-3.1%



Capital Asset Condition

How much useful life do we have left in our capital assets?

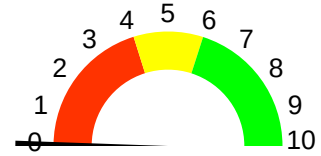
Percentage of Capital Assets' Useful Life Remaining



The capital asset condition ratio compares depreciable capital assets cost to accumulated depreciation to determine the overall percentage of useful life remaining. A low percentage could indicate an upcoming need to replace a significant amount of capital assets. For comparison purposes, we have removed the consideration of the cost of land and current construction-in-progress.

At June 30, 2019, the City's depreciable capital assets amounted to \$196 million while accumulated depreciation totaled \$111 million. This indicates that, on average, the City's capital assets have less than one-half (43%) of their useful lives remaining. This is a less than satisfactory financial indicator in our model and continues a relatively consistent downward trend.

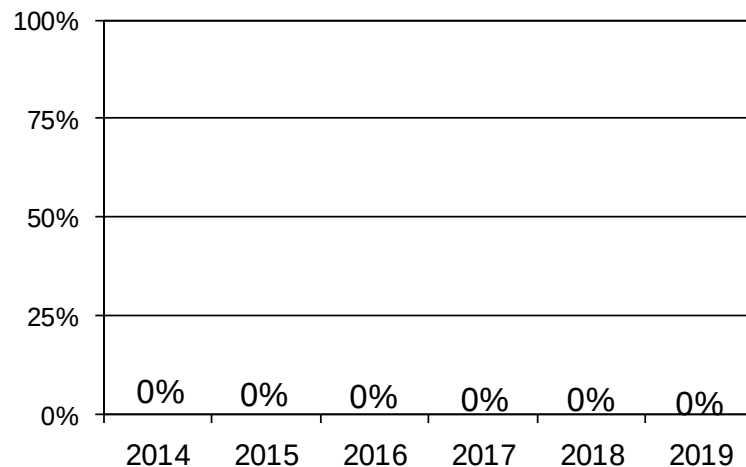
2014	2015	2016	2017	2018	2019
49%	46%	46%	47%	43%	43%



OPEB Plan Funding Ratio

Will we be able to pay for retiree health care in the future?

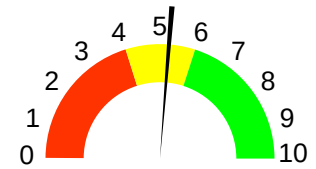
Percentage of Total OPEB Liability
That is Advance Funded



The OPEB funding ratio compares the actuarial value of any retiree healthcare plan assets set aside in trusts for future benefits with the actuarial accrued liability for plan benefits. An “actuarial fully advance funded” plan would reflect a funding percentage of 100%. Whereas a “pay-as-you-go” plan would report a funding percentage of 0%. The City has adopted a pay-as-you-go funding strategy for the OPEB benefits.

An accounting standard implemented in FY 2018 requires certain future retiree post employment healthcare costs to be recognized while the employee is providing service. The City has adopted a pay-as-you-go plan. As a result, there is no plan net position to offset the total OPEB liability of approximately \$4.9 million, and the ability to pay for these future benefits will be dependent on future resources and appropriations made to fund these costs.

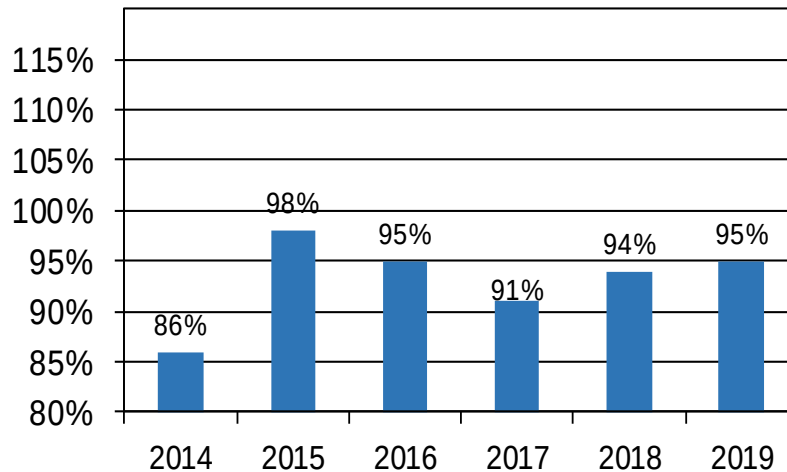
2014	2015	2016	2017	2018	2019
0%	0%	0%	0%	0%	0%



OkMRF Agent Multi-Employer Pension Plan Funding Ratio

Will we be able to pay our non-uniformed employees' pensions costs when they retire?

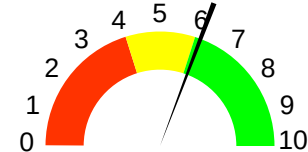
Pension Plan Assets as a Percentage of Accrued Liability



The pension funding ratio compares the City's OkMRF pension plan net position, comprised mainly of the fair value of the City's investments held in a pension plan trust, to the actuarial determined total pension liability that has been accrued for pension benefits. A percentage less than 100% indicates the plan is underfunded at the valuation date.

At June 30, 2019, the City's OkMRF pension plan net position was 95% of the total pension liability, indicating that the plan was not fully funded, from an actuarial perspective, at the last valuation date. This does represent an increase from the prior years' ratio but it is still considered a slightly below satisfactory ratio. This ratio does not include the funded status of the State's cost-sharing plans for police and fire employees.

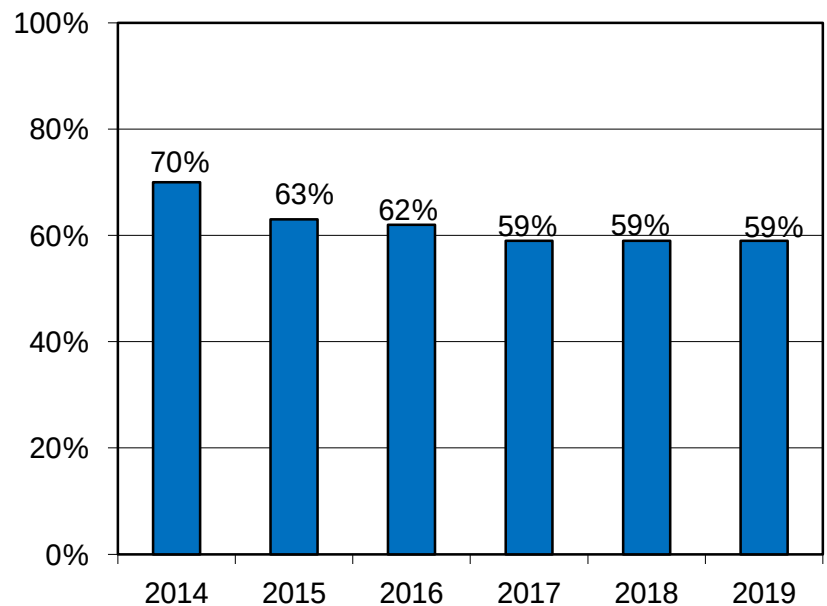
2014	2015	2016	2017	2018	2019
86%	98%	95%	91%	94%	95%



Assets to Debt

Who really owns the City?

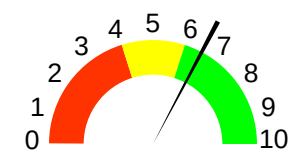
Percentage of Equity in Assets



The assets to debt ratio measures the extent to which the City had funded its assets with debt. The higher the percentage, the more equity the City has in its assets.

At June 30, 2019, 41% of the City's \$130 million of total assets were funded with debt or other obligations, leaving 59% as equity. This indicates that for each dollar of City assets owned, it owes 41 cents of that dollar to others. This is considered to be an above satisfactory ratio and represents no change from the ratio of the prior year.

2014	2015	2016	2017	2018	2019
70%	63%	62%	59%	59%	59%



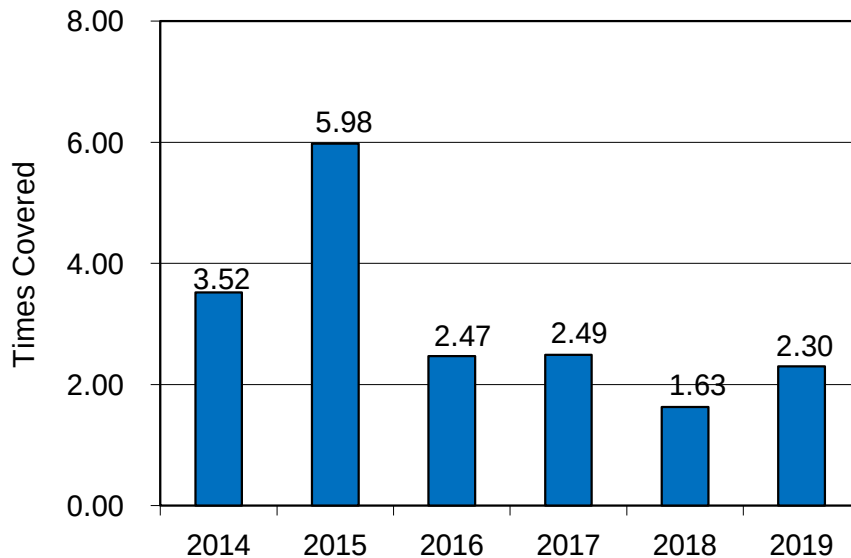
Current Ratio

Will our employees and vendors be pleased with our ability to pay them on time?

The current ratio is one measure of the City's ability to pay its short-term obligations. The current ratio compares total current assets and current liabilities. A current ratio of 2.00 to 1 indicates a satisfactory current liquidity and an ability to meet the short-term obligations.

At June 30, 2019, the City had a government-wide ratio of current assets to current liabilities of 2.30 to 1. This indicates that the City had nearly two and one-third times the amount of current assets needed to pay current liabilities. This is considered an above satisfactory indicator of liquidity, and also represents an increase in the ratio when compared to the ratio of the prior period.

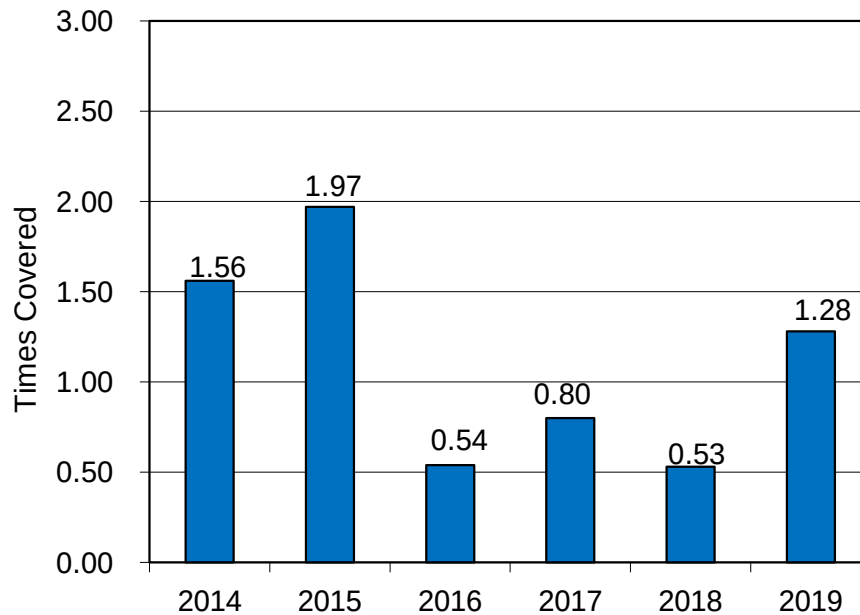
Current Assets Compared to Current Liabilities



2014	2015	2016	2017	2018	2019
3.52	5.98	2.47	2.49	1.63	2.30

How is our short-term cash position?

Unrestricted Cash and Cash Equivalents
Compared to Current Liabilities



The quick ratio is another, more conservative, measure of the City's ability to pay its short-term operating obligations. Our quick ratio compares total unrestricted cash and cash equivalents to current liabilities. A quick ratio of 1.00 to 1 indicates adequate current liquidity and an ability to meet the short-term obligations with cash on hand.

At June 30, 2019, the City had a government-wide ratio of unrestricted cash and cash equivalents to current liabilities of 1.28 to 1. This indicates that the City had a almost one and one-third the amount of cash and cash equivalents needed to pay short-term operating obligations at year end. This ratio is considered a favorable rating and also represents a significant improvement when compared to the ratio of prior period.

2014	2015	2016	2017	2018	2019
1.56	1.97	0.54	0.80	0.53	1.28

Financial Position Ratios

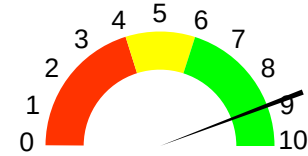
Summary and Comparison to Prior Years

Ratio	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Unrestricted Net Position	7%	-40%	-44%	-49%	-54%	-48%
General Fund Unassigned Fund Balance	36.2%	30.3%	15.6%	11.3%	-9.1%	-3.1%
Capital Asset Condition	49%	46%	46%	47%	43%	43%
OPEB Plan Funding	0%	0%	0%	0%	0%	0%
Pension Plan Funding	86%	98%	95%	91%	94%	95%
Assets to Debt	70%	63%	62%	59%	59%	59%
Current Ratio	3.52	5.98	2.47	2.49	1.63	2.30
Quick Ratio	1.56	1.97	0.54	0.80	0.53	1.28
Financial Position Performer Score	6.7	7.2	4.3	4.4	2.0	3.9

Performer[®] Ratios

Financial Performance Ratios

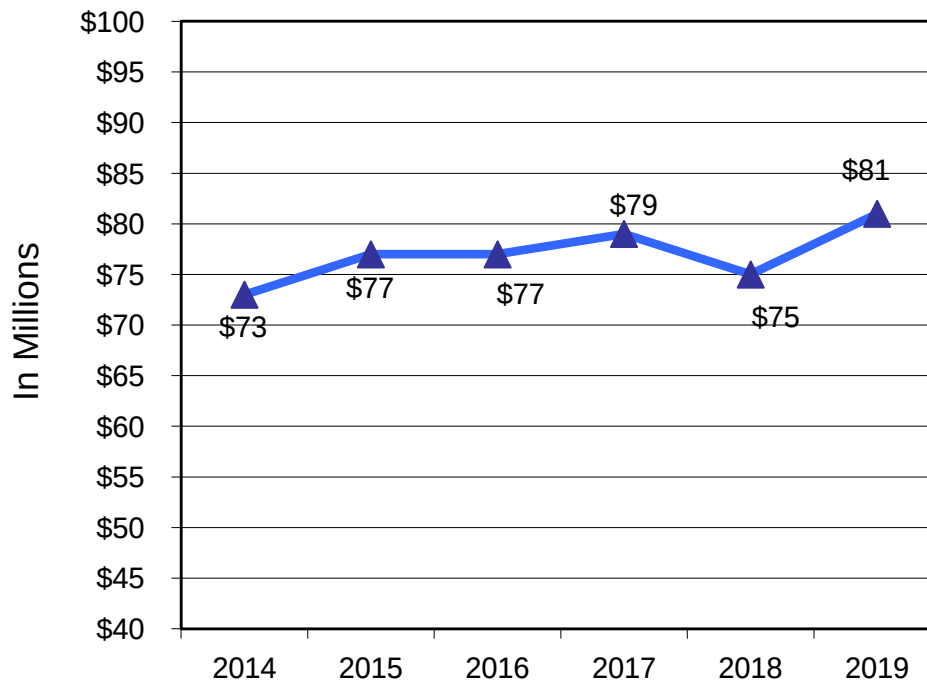
Change in Net Position	Did our overall financial condition improve, decline, or remain steady from the past year?
Interperiod Equity	Who paid for the costs of current year services – current, past, or future tax and rate payers?
BTA Self-Sufficiency	Did current year business-type activities, such as utilities, pay for themselves?
Debt Service Coverage	Were our revenue bond and note investors pleased with our ability to pay them on time?
Sales Tax Growth	What is the state of our local economy?



Change in Net Position

Did our overall financial condition improve, decline or remain steady from the past year?

Net Position at Year End

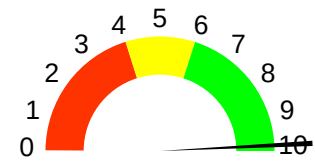


Net position include all assets and deferred outflows, and all liabilities and deferred inflows of the City, except for fiduciary funds held for the benefit of others. It is measured as the difference between total assets and deferred outflows, including capital assets, and total liabilities and deferred inflows, including long-term debt. Net position increases as a result of earning more revenue than expenses incurred in the fiscal year.

For the year ended June 30, 2019, total net position increased by approximately \$5.7 million, or 7.6% from the prior year beginning net position.

2014	2015	2016	2017	2018	2019
+4.2%	+5.2%*	-0.1%	+2.2%	-5.4%*	+7.6%

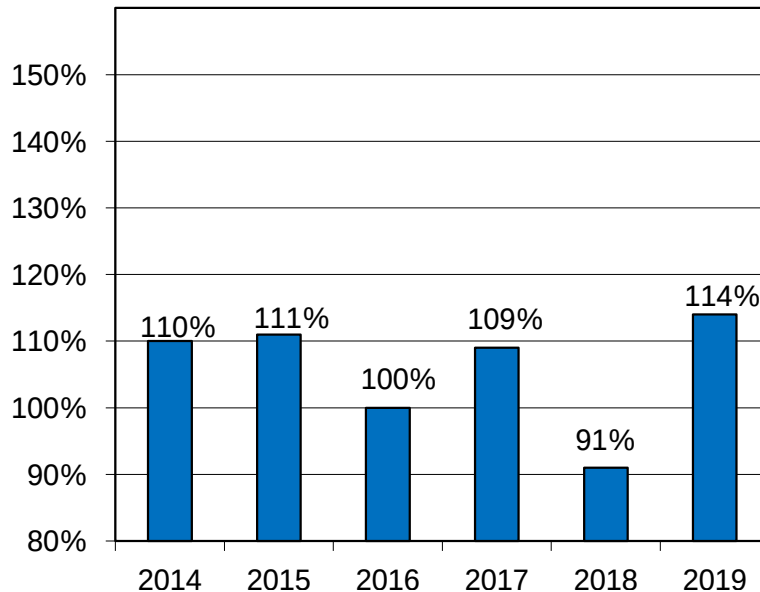
* Beginning balance restated for new accounting principles



Interperiod Equity

Who paid for the costs of current year services
– current, past or future tax and rate payers?

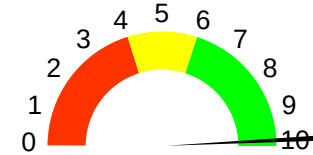
Current Year Revenues as a Percentage
of Current Year Costs



Interperiod equity is achieved when the cost of current services are paid by current year tax and rate payers. When current year costs are subsidized by prior year resources carried over or from debt proceeds, it can be said that interperiod equity was not achieved, and either past or future tax and rate payers helped fund the costs of current year services.

For the year ended June 30, 2019, the City's total costs were fully funded by current year tax and rate payers, with current year revenues, excluding fund balance carryovers, generating revenues at a level of 114% of current year costs.

2014	2015	2016	2017	2018	2019
110%	111%	100%	109%	91%	114%



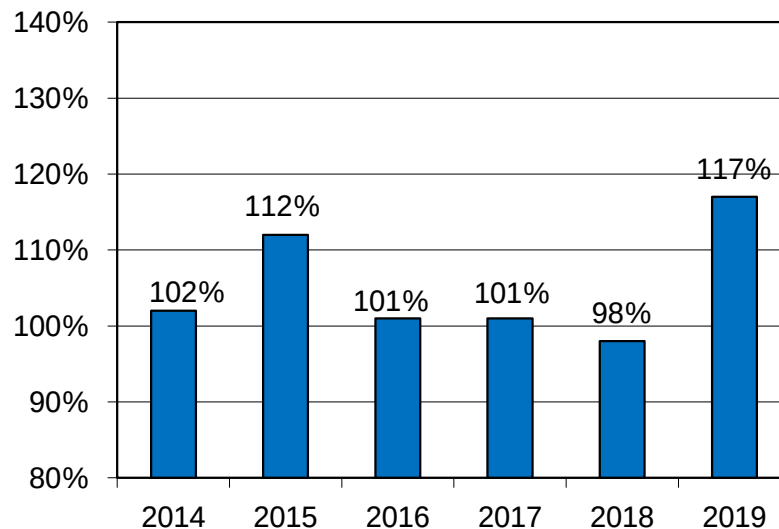
BTA Self-Sufficiency

Did current year business-type activities, such as utilities, pay for themselves?

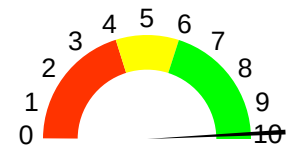
The self-sufficiency ratio indicates the level at which business-type activities (utilities) covered their current costs with current year revenues, without having to rely on subsidies or use of prior year reserves.

For the year ended June 30, 2019, the City's business-type activities were 117% self-sufficient in total. This indicates that all of the current year costs of the City's business-type activities were fully funded by current year revenues, and didn't require the use of carryover funds or a subsidy from other funds. In addition, this represents an increase in the ratio when compared to the ratio of the prior period.

Percentage of BTA Expenses Covered By BTA Revenues



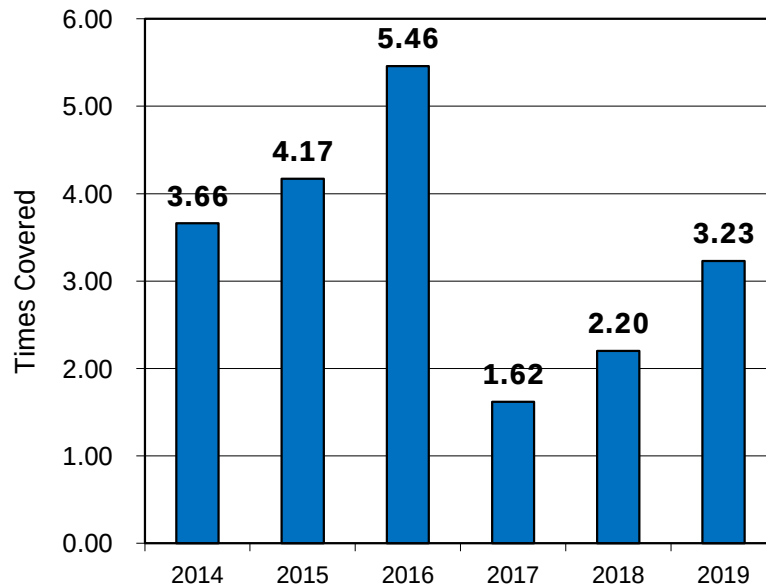
2014	2015	2016	2017	2018	2019
102%	112%	101%	101%	98%	117%



Debt Service Coverage

Were our revenue bond investors pleased with our ability to pay them on time?

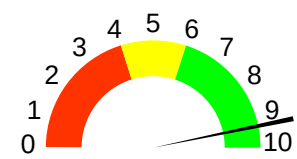
Number of Times Net Pledged Revenues Cover Annual Debt Service



The debt service coverage ratio compares the City's debt service requirements on revenue bonds to the net operating cash generated by the revenue streams pledged for payment. A debt service ratio of greater than 1.00 indicates a sufficient ability to make the debt service payments from net revenue from operations.

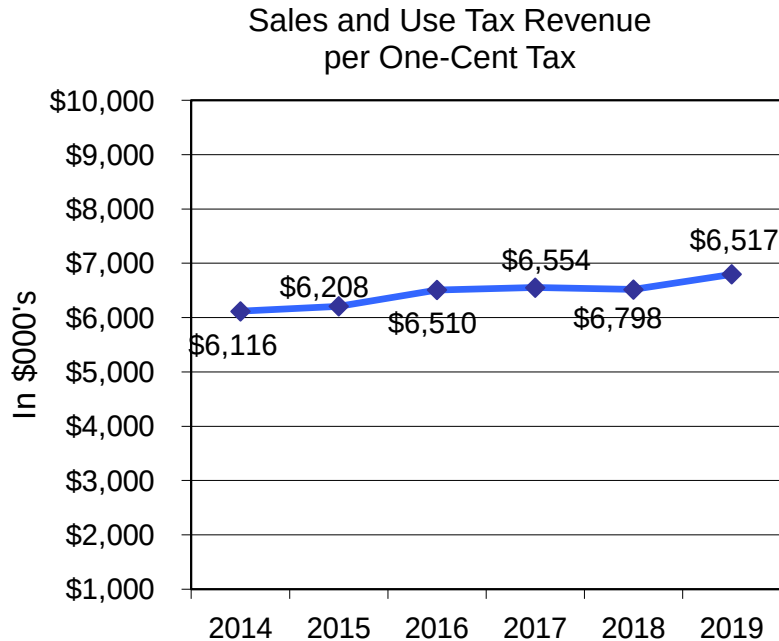
For the year ended June 30, 2019, the City experienced an excellent debt service coverage ratio of 3.23, an increase from the ratio of the prior period. This indicates the City generated almost three and one-quarter times the amount of cash necessary to pay the debt service requirements on its revenue bonds and notes.

2014	2015	2016	2017	2018	2019
3.66	4.17	5.46	1.62	2.20	3.23



Sales Tax Growth

What is the state of our local economy?



Due to the inability of Oklahoma municipalities to levy a property tax for operations, the City is highly dependent on sales and use tax revenue to fund its general governmental activities.

Sales tax growth is a measure of the state of our local economy by comparing revenue collected to the prior year in terms of the change per one-cent tax.

For the year ended June 30, 2019, the City experienced an increase in sales and use tax collections in the amount of \$2,991,857, or 4.3% from the prior year. The Sales Tax Rate of 3.0% was in effect for the first four months of the year and then increased to 3.5%.

2014	2015	2016	2017	2018	2019
+1.8%	+1.5%	+4.9%	+0.7%	-0.6%	+4.3%

Financial Performance Ratios

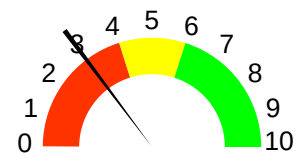
Summary and Comparison to Prior Years

Ratio	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Change in Net Position	+4.2%	+5.2%	-0.1%	+5.3%	-5.4%	7.6%
Interperiod Equity	110%	111%	100%	109%	91%	114%
BTA Self Sufficiency	102%	112%	101%	101%	98%	117%
Debt Service Coverage	3.66	4.17	5.46	1.62	2.20	3.23
Sales Tax Growth	+1.8%	+1.5%	+4.9%	+0.7%	-0.6%	4.3%
Financial Performance Performer Score	8.4	8.7	8.4	7.6	5.0	9.6

Performer® Ratios

Financial Capability Ratios

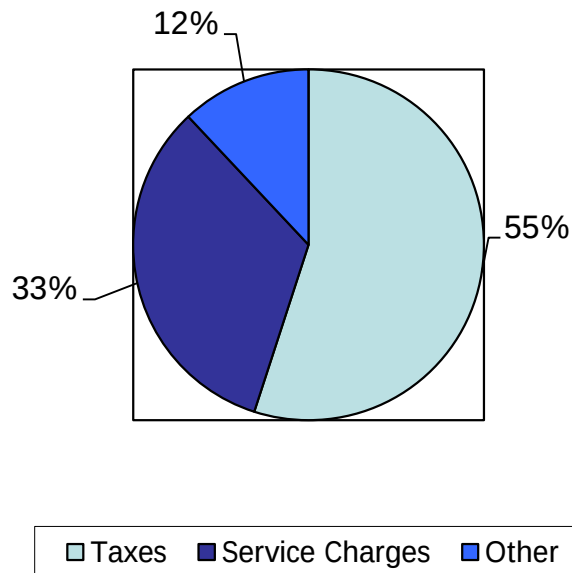
Revenue Dispersion	How much of our revenue is beyond our direct control?
Debt Service Load	How heavily is our budget loaded with payments to retire long-term debt?
Bonded Debt Per Capita	What is the debt burden on our property tax payers?
Legal Debt Limit Remaining	Will we be legally able to issue more long-term debt if needed?
Property Taxes Per Capita	Will our citizens be willing to approve property tax increases if needed?
Local Sales Tax Rate	Will our citizens be willing to approve sales tax increases if needed?



Revenue Dispersion

How heavily are we relying on revenue sources beyond our direct control?

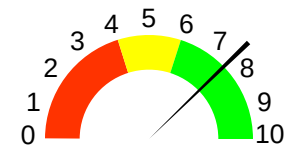
2019 Revenue Percentages by Source



The percentage dispersion of revenue by source indicates how dependent the City is on certain types of revenue. The more dependent the City is on revenue sources beyond its direct control, such as taxes requiring voter approval or revenues from other governments such as grants, the less favorable the dispersion.

For the year ended June 30, 2019, the City had direct control over 33% (Service charges) of its revenues. This ratio indicates the City has significant exposure to financial difficulties due to reliance (67%) on taxes that require voter approval and on grants, contributions and other revenues.

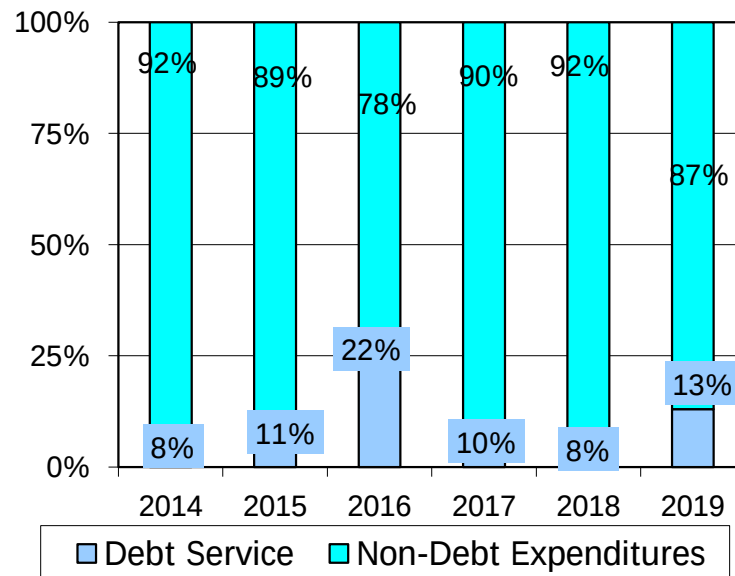
2014	2015	2016	2017	2018	2019
65%	64%	64%	69%	65%	67%



Debt Service Load

How much of our annual budget is loaded with disbursements to pay off long-term debt?

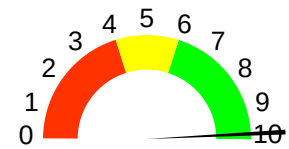
Percentage of Debt Service and Non-Debt Expenditures



The debt service load ratio measures the extent to which the City's non-capital expenditures City-wide were comprised of debt service payments on long-term debt.

For the year ended June 30, 2018, the City's total non-capital expenditures amounted to \$38.1 million, of which \$4.8 million (or 13%), were payments for principal and interest on long-term debt. In our model, this is an above satisfactory indicator and indicates that for every dollar the City spent on non-capital items, 13 cents of that dollar was used for debt service. However, it does represent a decrease in the ratio when compared to the ratio of the prior period.

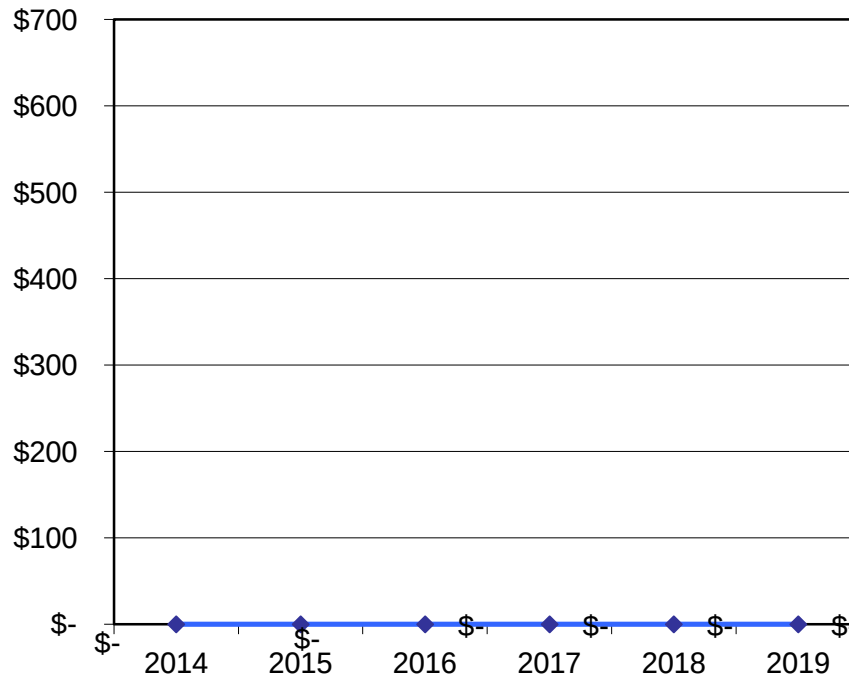
2014	2015	2016	2017	2018	2019
8%	11%	22%	10%	8%	13%



Bonded Debt Per Capita

What is the debt burden on our property tax payers?

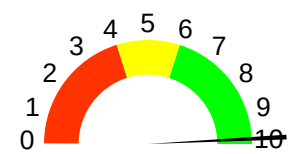
General Bonded Debt Per Capita



The financial ratio of general bonded debt per capita is an indication of the City's debt burden on its citizens and other taxpayers related to general obligation debt payable from property taxes. The ratio does not consider debt payable from enterprise activities or alternate revenues.

For the year ended June 30, 2019, the City had no general obligation bonded debt outstanding. Therefore, it has no general bonded debt burden on its citizens and taxpayers.

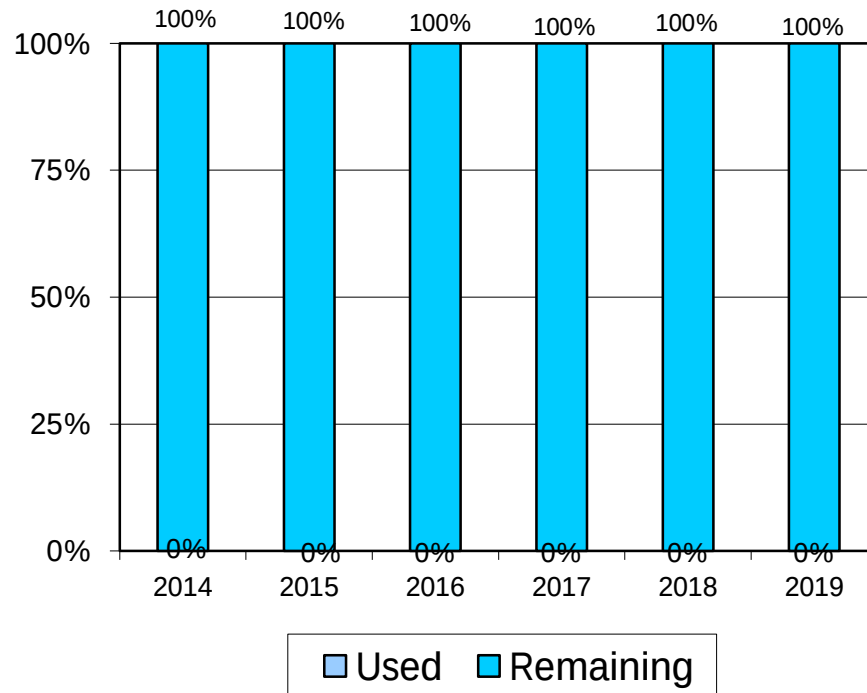
2014	2015	2016	2017	2018	2019
\$0	\$0	\$0	\$0	\$0	\$0



Legal Debt Limit Remaining

Will we be legally able to issue more long-term debt, if needed?

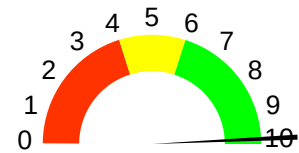
Percentage of Legal Debt Limit Used
Versus Remaining



Oklahoma law limits certain types of general obligation debt to no more than 10% of the City's net assessed valuation of taxable property.

For the year ended June 30, 2019, the City continued to have no general obligation debt applicable to this legal debt limit. This means that at June 30, 2019, the City had 100% of its general bonded debt legal limit remaining.

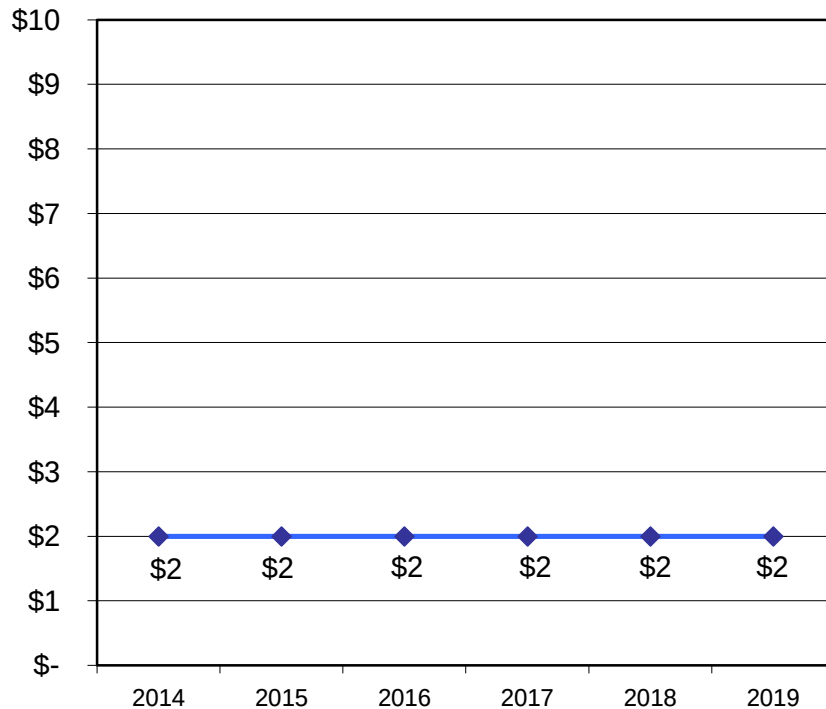
2014	2015	2016	2017	2018	2019
100%	100%	100%	100%	100%	100%



Property Taxes Per Capita

Will our citizens be willing to approve property tax increases, if needed?

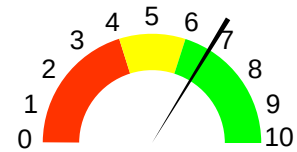
Total Property Taxes Per Capita



The financial ratio of property taxes per capita is an indication of the City's property tax burden on its citizens and other taxpayers. Constitutionally, Oklahoma municipalities may only levy a property tax to retire general obligation bonded debt and judgments.

For the year ended June 30, 2019, the City did not experience any change in total property tax revenues. Property taxes per capita were \$2.

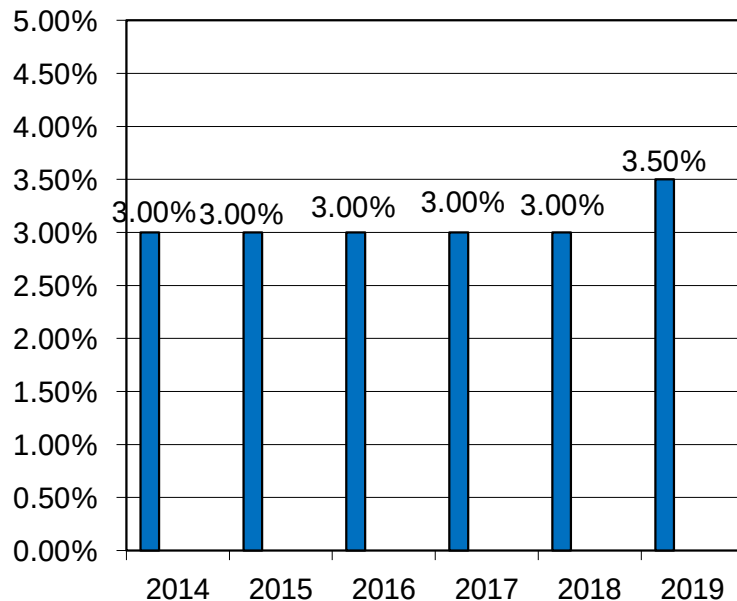
2014	2015	2016	2017	2018	2019
\$2	\$2	\$2	\$2	\$2	\$2



Local Sales Tax Rate

Will our citizens be willing to approve sales tax increases, if needed?

Sales Tax Rate



For Oklahoma municipalities, sales tax is the primary source of funding for general government operations. Sales tax rates cannot be increased without voter approval. In our model, a 2% tax rate is considered excellent from the financing margin perspective, while 5% rate is considered a high rate and therefore weak in terms of increase ability margin.

For the year ended June 30, 2019, the City's sales tax rate in effect was 3.0 for the first four months, and 3.5% for the last eight months.

	2014	2015	2016	2017	2018	2019
Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.5%
Taxes in 000s	\$18.4	\$18.6	\$19.5	\$19.7	\$19.5	\$22.5

Financial Capability Ratios

Summary and Comparison to Prior Years

Ratio	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Revenue Dispersion	65%	64%	64%	69%	65%	67%
Debt Service Load	8%	11%	22%	10%	8%	13%
General Bonded Debt per Capita	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Legal Debt Margin	100%	100%	100%	100%	100%	100%
Property Taxes per Capita	\$2	\$2	\$2	\$2	\$2	2\$
Sales Tax Rate	3.0%	3.0%	3.0%	3.0%	3.0%	3.5%
Financial Capability Performer Score	8.3	8.0	7.2	8.1	8.2	7.5

Thank You

We would like to commend and thank the City of Shawnee management and governing body for allowing us to present this financial analysis. We hope it continues to serve as a useful and understandable compliment to your annual financial report.

Visit our website at crawfordcpas.com for other useful tools for state and local governments.

Regular Board of Commissioners

6.

Meeting Date: 08/03/2020

Water Rates

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution updating the City Fee Schedule by: (1) setting the water rates for residential and commercial use, both inside and outside the city limits, pursuant to Subsections (a) and (b), Section 26-26, Article II, Chapter 26 of the City Code; and (2) setting the sanitary sewer rates for residential and commercial use, both inside and outside the City Limits, pursuant to Sub-Sections (b) and (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee.

Attachments

Resolution

Exhibit 'A'

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY: (1) SETTING THE WATER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUBSECTIONS (a) AND (b), SECTION 26-26, ARTICLE II, CHAPTER 26 OF THE CITY CODE; AND (2) SETTING THE SANITARY SEWER RATES FOR RESIDENTIAL AND COMMERCIAL USE, BOTH INSIDE AND OUTSIDE THE CITY LIMITS, PURSUANT TO SUB-SECTIONS (b) AND (c), SECTION 26-27, ARTICLE II, CHAPTER 26 OF THE CODE OF THE CITY OF SHAWNEE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 26, Article II, Sections 26-26 provides for the setting, and updating, of municipal water rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, Part II, Chapter 26, Article II, Section 26-27 provides for the setting, and updating, of municipal sewer rates from time to time by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set the municipal water rates pursuant to Section 26-26, and to set the municipal sewer rates pursuant to Section 26-27;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The minimum charge for water used by consumers inside the city limits shall be in amount described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

(a) Water Rates: The minimum charge for water used by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$22.74
1,001—4,000	\$4.27
4,001—1,000,000	\$4.38
1,000,001—2,000,000	\$4.50
More than 2,000,000	\$4.60

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$28.43
1,001—4,000	\$4.27
4,001—1,000,000	\$4.38
1,000,001—2,000,000	\$4.50
More than 2,000,000	\$4.60

COMMERCIAL – INSIDE COMPOUND METER

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$28.43
1,001—4,000	\$4.27
4,001—1,000,000	\$4.38
1,000,001—2,000,000	\$4.50
More than 2,000,000	\$4.60

Section 2. That Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The rate to be charged for furnishing water for consumption outside the city limits shall be in amount as described in the city fee schedule adopted and updated from time to time by resolution by commission.

Accordingly, the water rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-26, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (b) Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$26.43
1,001—4,000	\$6.42
4,001—1,000,000	\$6.58
1,000,001—2,000,000	\$6.75
More than 2,000,000	\$6.91

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$33.05
1,001—4,000	\$6.42
4,001—1,000,000	\$6.58
1,000,001—2,000,000	\$6.75
More than 2,000,000	\$6.91

Section 3. That Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers inside the city limits shall be in an amount as described in the City Fee Schedule adopted and updated from time to time by resolution of the City Commission.

Accordingly, the sewer rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (b), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (b) Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$14.83
Over 1,000	\$3.28

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$18.55
Over 1,000	\$3.19

Section 4. That Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code of the City of Shawnee provides that: The charge for sanitary sewer use by consumers outside the city limits shall be in an amount as described in the city fee schedule and updated from time to time by resolution of the city commission.

Accordingly, the rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (c), Section 26-27, Article II, Chapter 26 of the Code are hereby updated to read as follows:

(c) The rate to be charged for furnishing water for consumption outside the city limits:

RESIDENTIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$22.25
Over 1,000	\$4.78

COMMERCIAL

Number of Gallons	Monthly Rate Per Thousand Gallons
0—1,000	\$27.81
Over 1,000	\$4.78

Section 5. Annual review of rates and possible increases. City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average change over time in the prices paid by consumers for utility services. Increases of the above listed rates for both residential and commercial accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take into effect on March 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 6. Adoption and Update of City Fee Schedule. That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 7. **Effective Date.** The effective date of the fee changes in this Resolution is October 1, 2020.

PASSED AND APPROVED this 3rd day of August, 2020.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Exhibit "A"

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$22.74			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.38			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits: COMMERCIAL:				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$28.43			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.38			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			

Exhibit "A"

		Water Rates: The minimum charge for water used by consumers inside city limits:				
		INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$28.43			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.28			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$26.43			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			

Exhibit "A"

		Water Rates: The rate to be charged for furnishing water for consumption outside the limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$33.05			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$14.83			
		Over 1,000	\$3.28			

Exhibit "A"

		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$18.55			
		Over 1,000	\$3.19			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$22.25			
		Over 1,000	\$4.78			
		The rate for furnishing water for consumption outside the city limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per			
		0—1,000	\$27.81			
		Over 1,000	\$4.78			

Regular Board of Commissioners

7.

Meeting Date: 08/03/2020

Sanitation Fees

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsections (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Attachments

Resolution

Exhibit 'A'

Exhibit 'B'

RESOLUTION NO. ____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY SETTING THE MONTHLY RATES AND FEES FOR SOLID WASTE SERVICES PURSUANT TO SUBSECTIONS (a), SECTION 23-38, ARTICLE II, CHAPTER 23 OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, The City, through the passage of Ordinance No. 2599NS, has adopted a City Fee Schedule as a part of the Code of the City of Shawnee, Oklahoma that contains the description of various fees administered by the City;

WHEREAS, pursuant to Ordinance No. 2599NS, Subsequent versions, adoptions, and updates of the City Fee Schedule shall be accomplished by resolution of the City Commission;

WHEREAS, Part II, Chapter 23, Article II, Sections 23-38 provides for the setting and updating of monthly charges for the collection and removal of solid waste, adopted and updated by resolution of the City Commission, and that such rates shall be described in the City Fee Schedule;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to set monthly rates and fees for solid waste services pursuant to Section 23-38;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

Section 1. Sub-Section (a), Section 23-28, Article II, Chapter 23 of the Code of the City of Shawnee provides that: Monthly charges shall be in an amount as described in the city fee schedule, adopted and updated by the City Commission from time to time.

Accordingly, the Solid Waste rates listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (a), Section 23-38, Article II, Chapter 23 of the Code of the City of Shawnee, are hereby updated to read as follows:

- (a) Solid Waste Rates: The monthly charge for solid waste service for consumers inside the city limits:

RESIDENTIAL

Type of Service	Monthly Rate
Small Polycart (65 gallon)	\$16.34
Large Polycart (95 gallon)	\$20.84
Additional Polycart (95 gallon)	\$11.00
Solid Waste Service Only	\$20.84

Section 2. That Sub-Section (f), Section 23-38, Article II, Chapter 23 of the Code of the City of Shawnee provides that: The minimum deposit for garbage service from the city shall be in an amount as described in the city fee schedule, which shall be made at the time application is made for such service. The deposit shall remain with the city to the credit of the person paying the deposit and shall be subject to any charge for garbage service that is unpaid.

Accordingly, the minimum deposit for solid waste (garbage) service only listed in the City Fee Schedule, pursuant to, and associated with, Sub-Section (f), Section 23-38, Article II, Chapter 23 of the Code of the City of Shawnee, are hereby updated to read as follows:

(f) Solid Waste (Garbage) Only Rates: The minimum deposit to be charged for solid waste (garbage) only service:

Minimum deposit for garbage service from City	\$20.00
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Section 3. **Annual review of rates and possible increases.** City Staff shall annually, no later than December 31 of each calendar year, review the Consumer Price Index (CPI) through the United States Bureau of Labor Statistics, to measure the average charge over time in the prices paid by consumers for solid waste collection and removal services. Increases of the above listed rates for residential accounts may be amended per CPI as of December 31 of the calendar year. Said rate increases will take into effect on March 1 of the following calendar year. A Resolution will be presented to the Commission to update the City Fee Schedule of any rate changes.

Section 4. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit 'A') and the updated City Fee Schedule in whole (Exhibit 'B'). This Resolution updates and changes City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

Section 5. **Effective Date.** The effective date of the fee changes in this Resolution is October 1, 2020.

PASSED AND APPROVED this _____ day of August, 2020.

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

Exhibit "A"

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$16.34			
		Large Polycart (95 gallon)	\$20.84			
		Additional Polycart (95 gallon)	\$11.00			
		Solid Waste Service Only	\$20.84			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHARTER						
Part I Art V Sec 4	Charter	Bond of City Manager and Other Appointive Officers and Employees			\$25,000	
CHAPTER 1: GENERAL PROVISIONS						
Part II Chapter 1 Sec 1-10 (a) (1) and (b)	General Provisions	General Penalty. Class A Offenses: Maximum Fine for all alcohol and drug related offenses, plus cost		\$800		
Part II Chapter 1 Sec 1-10 (a) (2) and (b)	General Provisions	General Penalty. Class B Offenses: Maximum Fine for violations of ordinances regulating pretreatment of wastewater and stormwater discharges		\$1,000		
Part II Chapter 1 Sec 1-10 (a) (3) and (b)	General Provisions	General Penalty. Class C Offenses: Maximum Fine for all other violations.		\$750		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 2: ADMINISTRATION						
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for photocopy all ordinances, papers, records, or commission proceedings	\$0.25			
Part II Chapter 2 Art IV Div 3 Sec 2-206 (13)	Administration	City Clerk. Fee charge per page for certifying all ordinances, papers, records, or commission proceedings	\$1			
Part II Chapter 2 Art VI Div 1 Sec 2-358	Administration	Human Rights. Maximum Fine		\$500		
CHAPTER 3: ADVERTISING AND SIGNS						
Part II Chapter 3 Art II Div 1 Sec 3-37 (c)	Advertising and Signs	Redemption fee for impounded sign	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (1)	Advertising and Signs	Portable signs (temporary)	\$25			
Part II Chapter 3 Art II Div 2 Sec 3-69 (a) (2)	Advertising and Signs	Permanent signs	\$25 x 4			
Part II Chapter 3 Art II Div 3 Sec 3-96 (a)	Advertising and Signs	Electrical and Non-Electrical Sign Contractors License	\$75			
Part II Chapter 3 Art II Div 3 Sec 3-97 (a)	Advertising and Signs	Electrical and Neon Sign Hanger's License	\$50			
Part II Chapter 3 Art II Div 3 Sec 3-97 (b)	Advertising and Signs	Late License Renewal Fee		\$15		
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	Bond Required Prior to any License			\$2,000	

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 3 Art II Div 3 Sec 3-98 (a)	Advertising and Signs	When the number of permits issued to any person shall cover more than 50 signs, panels or structures of 25 feet in length or less, the penal sum of such bond shall be increased \$2,000.00 for each additional 40 of such panels, signs or structures or fraction thereof for which permits are issued to such person.			\$2,000	
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of one person in one accident				\$5,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for injury or death of any number of persons in any one accident				\$10,000
Part II Chapter 3 Art II Div 3 Sec 3-98 (b)	Advertising and Signs	Insurance Policy Required. Minimum Liability Policy Amount for property damage in any one accident				\$5,000

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 4: ALCOHOLIC BEVERAGES						
Part II Chapter 4 Art I Sec 4-5 (a) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Brewer's License	\$1,250			
Part II Chapter 4 Art I Sec 4-5 (a)(2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Oklahoma Brewer's License	\$125			
Part II Chapter 4 Art I Sec 4-5 (a) (3)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Distiller's License	\$3,125			
Part II Chapter 4 Art I Sec 4-5 (a) (4)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Winemaker's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (5)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: State winemaker's License	\$75			
Part II Chapter 4 Art I Sec 4-5 (a) (6)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Rectifier's License	\$3,125			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			
Part II Chapter 4 Art I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
Part II Chapter 4 Art I Sec 4-5 (a) (13)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail beer license	\$ 500			
Part II Chapter 4 Art I Sec 4-5 (a) (14)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Mixed beverage license - initial and renewal	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License-- Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			

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Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
Part II Chapter 4 Art I Sec 4-5 (a) (18)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, per day	\$50.00			
Part II Chapter 4 Art I Sec 4-5 (a) (19)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Special Event License, annual/quarterly	\$55.00			
Part II Chapter 4 Art I Sec 4-5 (a) (20)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Beer and Wine License-- Initial and Renewal	\$500; and \$450			
Part II Chapter 4 Art I Sec 4-5 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			

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Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises \$20; Off Premises \$10			
Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		

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Part II Chapter 4 Art II Sec 4-49 (a)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine		\$500		
Part II Chapter 4 Art II Sec 4-49 (b)	Alcoholic Beverages	Posting by business of state penalty for obtaining for persons under 21. Maximum Fine, per day		\$50		
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		
Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal --Permit Fee	\$10			

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Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines. Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment- - Use of Tranquilizer Fee	\$20			

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Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount		\$20		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount		\$10		
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag		\$1		
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee		\$30; and \$10		

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Part II Chapter 5 Art III Div 4 Sec 5-179	Animals	Dogs. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			

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Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		

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CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			

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Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
Part II Chapter 7 Art II Sec 7-32 Sec 114.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			

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Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee--200 to 400 amps	\$100			

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Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Commercial or Multiple Occupancy Fee-- 400+ amps	\$150			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each passenger elevator	\$15			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each freight elevator	\$3			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			

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Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Temporary Electrical Pole Fee	\$25			
Part II Chapter 7 Art VI Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art VI Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Contractor License Fee -- Initial and Renewal	\$100, \$75			

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Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	\$25, \$50			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Construction without a permit	Triple the Permit Fee			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (3)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (4)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	\$25, \$50			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (5)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VII Div 2 Sec 7-397 (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VII Div 2 Sec 7-398 (a) (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VII Div 2 Sec 7-400 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums			\$5,000, \$10,000, \$5,000	
Part II Chapter 7 Art VIII Sec 7-432 (4)	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		

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Part II Chapter 7 Art XI Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIV Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIV Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIV Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIV Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			

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Part II Chapter 7 Art XV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing			\$5,000, \$10,000, \$5,000	
Part II Chapter 7 Art XVI Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XVI Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	

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Part II Chapter 7 Art XVI Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance			\$5,000, \$10,000 \$5,000	
Part II Chapter 7 Art XVI Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XVI Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			

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CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						
Part II Chapter 8 Art II Sec 8-32 (c)	Business, Permits, and Licenses	Alarm Permits required. Fines tied to violation		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-34 (a)	Business, Permits, and Licenses	Alarm fees required: initial registration	\$25			
Part II Chapter 8 Art II Sec 8-34 (b)	Business, Permits, and Licenses	Alarm fees required: renewal license	\$15			
Part II Chapter 8 Art II Sec 8-34 (c)	Business, Permits, and Licenses	Alarm fees required: reinstatement fee	\$50			
Part II Chapter 8 Art II Sec 8-35	Business, Permits, and Licenses	False alarms		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art II Sec 8-40	Business, Permits, and Licenses	Enforcement of all other section violations		1st conviction \$25; subsequent conviction \$100		
Part II Chapter 8 Art VI Div 1 Sec 8-192	Business, Permits, and Licenses	Peddlers, Solicitors, and Itinerant Merchants: Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 2 Sec 8-224	Business, Permits, and Licenses	License fee	\$3 per day; or \$15 per week; or \$50 per year			
Part II Chapter 8 Art VI Div 2 Sec 8-225 (a)	Business, Permits, and Licenses	Bond			\$2,000	
Part II Chapter 8 Art VI Div 3 Sec 8-256	Business, Permits, and Licenses	Penalty for violation		\$500		
Part II Chapter 8 Art VI Div 3 Sec 8-259	Business, Permits, and Licenses	Snow cone merchant's license	\$25			
Part II Chapter 8 Art VI Div 4 Sec 8-291	Business, Permits, and Licenses	Charitable Solicitations: Penalty for violation		\$500		
Part II Chapter 8 Art VII Sec 8-326	Business, Permits, and Licenses	Pawnbrokers: Violations penalty		\$500		
Part II Chapter 8 Art VII Sec 8-327	Business, Permits, and Licenses	Pawnbrokers: Regulatory Fee	\$50			
Part II Chapter 8 Art VII Sec 8-328 (a)	Business, Permits, and Licenses	Pawnbrokers: Bond			\$1,000	

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Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	\$100; \$10; \$20; \$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		
Part II Chapter 8 Art IX Div 2 Sec 8-434	Business, Permits, and Licenses	Residential Sales: License fee	\$10			
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	Vehicles For Hire: Initial License Fee; License fee for each additional vehicle	\$25; \$10			

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CHAPTER 9: CABLE COMMUNICATIONS						
						General liability Insurance: Bodily injury per person-\$500,000. Bodily injury per occurrence - \$1,000,000. Property damage per occurrence - \$1,000,000. Property damage, aggregate - \$1,000,000. Automobile insurance: Bodily injury per person - \$500,000 Bodily injury per occurrence \$1,000,000. Property damage per occurrence - \$1,000,000.
Part II Chapter 9 Art II Div 1 Sec 9-38 (c)(1) (2)	Cable Communications	Liability and indemnification: insurance				
Part II Chapter 9 Art II Div 2 Sec 9-66 (b)	Cable Communications	System Requirements: Bond			\$125,000	

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CHAPTER 10: CEMETERIES						
Part II Chapter 10 Sec 10-1	Cemeteries	Violations Penalty		\$500		
		Sale of Lots:				
		Adult Lot;	\$500;			
Part II Chapter 10 Sec 10-9	Cemeteries	Infant Lot	\$200			
		Preparation and closing of graves; fees.				
		If the City provides such services;	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Additional Tent Fee	\$100			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Opening and Closing Infant Graves	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		Cremation burials	\$200			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees.				
		After 4:00PM Monday thru Friday an Overtime charge	\$250			

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Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge Saturday prior to 12:00 Noon	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charges after 12:00 Noon on Saturday	\$500			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Overtime Charge for services on a nonfederal municipal holiday	\$600			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Disinterment Fee	\$800			
Part II Chapter 10 Sec 10-11	Cemeteries	Preparation and closing of graves; fees. Reinternment Fee	\$400			
Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Lower Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows C&D)	\$800 per niche			

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Part II Chapter 10 Sec 10-11	Cemeteries	Columbarium Fees: Two Upper Rows, Per Niche, Includes Opening and Closing, and Name, Birth and Death Dates (rows A&B)	\$1000 per niche			
CHAPTER 11: CIVIL EMERGENCIES						
Part II Chapter 11 Art III Sec 11-133	Civil Emergencies	911 Emergency Number: False alarm, complaint, or information: Conviction maximum fine		\$500		
CHAPTER 12: COURT						
Part II Chapter 12 Art 1 Sec 12-26	Court			\$35		
Part II Chapter 12 Art III Sec 12-55	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Service of arrest warrant sheriffs' fee	\$20			
Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Bail		\$1,000		

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Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment--Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			

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Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		
Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		

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CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-4 (d) 1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 3	Fire Prevention and Protection	Displays in covered malls of liquid- or gas-fired equipment, open-flame or flame-producing equipment, highly combustible goods and similar items fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 5	Fire Prevention and Protection	Manufacture, storage, handling, sale or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects fee	\$50			
Part II Chapter 13 Art I Sec 13-4 (d) 6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-4 (d) 7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure or a tent having an area in excess of 200 square feet, or a canopy in excess of 400 square feet fee	\$25			

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Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic fire-extinguishing system fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of or modification to fire alarm and detection systems fee	\$35			
Part II Chapter 13 Art I Sec 13-4 (d) 10	Fire Prevention and Protection	Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 11	Fire Prevention and Protection	Install, alter, remove, abandon or otherwise dispose of a flammable or combustible liquid tank fee	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system fee	\$100			
Part II Chapter 13 Art I Sec 13-9 (b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art I Sec 13-10 (a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	\$15			

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Part II Chapter 13 Art II Sec 13-37 Sec 109.3 & Sec 111.4	Fire Prevention and Protection	Fire Prevention Code: Amendments of Section 109.3: Violation Penalties (\$500); Amendments of Section 111.4: Failure to Comply penalty (\$100-\$500)		Amendments of Section 109.3: Violation Penalties = \$500 Amendments of Section 111.4: Failure to Comply penalty = between \$100 and \$500		
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit Fee	\$100			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
CHAPTER 14: FLOODS						
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Floodplain management fee schedule: Notice of Intent Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain management fee schedule: Floodplain Development Permit Application Review	\$100			

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Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Floodplain management fee schedule: Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		
CHAPTER 15: HEALTH & SANITATION						
Part II Chapter 15 Art 1 Sec 15-2 (b)	Health & Sanitation	Food Service Sanitation: Maximum Penalty for Violation and Conviction		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-32	Health & Sanitation	Ambulances: Maximum Penalty for Violation and Conviction		\$500		

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Part II Chapter 15 Art II Div 1 Sec 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				\$100,000 for injuries to or death of any one person arising out of any one accident; \$300,000 for injuries to or death for more than one person arising out of any one accident; \$100,000 for damages to property arising from any one accident
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	Emergency Calls: Maximum Penalty		\$500		
Part II Chapter 15 Art II Div 2 Sec 15-90	Health & Sanitation	Annual License Fee to Engage in Ambulance Business	\$25			
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Sprayers and Exterminators: Annual License Fee	\$25			

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CHAPTER 16: LAKES						
Part II Chapter 16 Art II Div 1 Sec 16-27	Lakes	Combination Fishing and Boating Annual Permit	\$45			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Annual License Fee	\$20			
Part II Chapter 16 Art II Div 4 Sec 16-117 (a)	Lakes	Fishing: Daily License Fee	\$3			
Part II Chapter 16 Art II Div 4 Sec 16-117 (g)	Lakes	Fishing: Portion of License Fee May Be Kept By Retail Outfits Other Than The City	\$1			
Part II Chapter 16 Art II Div 4 Sec 16-118 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Kind Of Fish Taken Section		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (a)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Fishing In Connecting Channel Subsection;		\$500		
Part II Chapter 16 Art II Div 4 Sec 16-121 (b)	Lakes	Fishing: Maximum Penalty Imposed On Violation of Number of Fish Taken Subsection		\$500		

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Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-151 (c)	Lakes	Hunting: Penalty for Use of Motor-Driven Vehicle in Game Refuge		\$100		
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Seasonal License Fee Dove, Quail, Squirrel, or Rabbit Hunting	\$30			
Part II Chapter 16 Art II Div 5 SubDiv I Sec 16-153 (d)	Lakes	Hunting: Daily License Fee Per Dove, Quail, Squirrel, or Rabbit Hunting Season	\$5			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Annual Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$30			
Part II Chapter 16 Art II Div 5 SubDiv II Sec 16-183 (a)	Lakes	Hunting: Daily Hunting License Upon the Waters or Lands Owned or Controlled By City Surrounding Twin Lakes No. 1 and 2	\$5			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Annual License to Operate Watercraft	\$30			

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Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (a)	Lakes	Recreator's Daily License to Operate Watercraft	\$7			
Part II Chapter 16 Art II Div 6 SubDiv II Sec 16-253 (b)	Lakes	Dealers' Annual License to Operate Watercraft	\$25			
Part II Chapter 16 Art II Div 7 Sec 16-288 (a)	Lakes	Camping: Daily Fee	\$8			
Part II Chapter 16 Art II Div 8 Sec 16-321	Lakes	Lot Rentals: Annual Rental/Lease Fee Per Lake Lot	\$600			
Part II Chapter 16 Art II Div 8 Sec 16-322 (b)	Lakes	Lot Rentals: Transfer Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-326	Lakes	Lot Rentals: Early Cancellation of Lease Fee	\$1,000			
Part II Chapter 16 Art II Div 8 Sec 16-327	Lakes	Lot Rentals: Renewal of Lease After Cancellation Fee	\$75			
Part II Chapter 16 Art II Div 8 Sec 16-328	Lakes	Inspection Fee of Lake Lot Septic System	\$75			

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CHAPTER 18: MANUFACTURED HOMES						
Part II Chapter 18 Art 1 Sec 18-2	Manufactured Homes	Maximum Penalty For Each Offense of This Chapter		\$500		
		Mobile/Manufactured Home or Travel Trailer/RV Park.				
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Maximum Initial License Fee for up to 30 Spaces	\$30			
		Mobile/Manufactured Home or Travel Trailer/RV Park.				
Part II Chapter 18 Art V Div 2 Sec 18-154	Manufactured Homes	Maximum Initial License Fee for each space over 30 spaces	\$3			
CHAPTER 19: MOTOR VEHICLES AND TRAFFIC						
		Valid License Required.				
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Maximum Fine		\$100		
		Valid License Required.				
		Maximum Fine for Driving with suspended, cancelled, denied, or revoked license:				
Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Maximum Fine - First Offense		\$100		

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Part II Chapter 19 Art I Sec 19-4 (a) (b)	Motor Vehicles and Traffic	Valid License Required. Maximum Fine for Driving with suspended, cancelled, denied, or revoked license: Maximum Fine - Subsequent Offense		\$500		
Part II Chapter 19 Art II Div 1 Sec 19-42 (a)	Motor Vehicles and Traffic	Administration and Enforcement. Maximum Fine		\$100		
Part II Chapter 19 Art II Div 1 Sec 19-51 (a)	Motor Vehicles and Traffic	Motor Vehicle Impoundment Fee	\$100			
Part II Chapter 19 Art IV Sec 19-178 (c)	Motor Vehicles and Traffic	Driving under the influence of intoxicating liquor or drugs Maximum Fine		\$500		
Part II Chapter 19 Art IV Sec 19-178.5	Motor Vehicles and Traffic	Driving while impaired Maximum Fine		\$200		
Part II Chapter 19 Art IV Sec 19-182 (e)	Motor Vehicles and Traffic	Use of safety belts: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art IV Sec 19-183 (f)	Motor Vehicles and Traffic	Child passenger restraint system: Fine and court cost		\$10, \$15		
Part II Chapter 19 Art VI Sec 19-251	Motor Vehicles and Traffic	Accidents. Maximum Fine		\$200		

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Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-451 (b)	Motor Vehicles and Traffic	Parking on posted private property: Maximum Fine		\$20 plus removal charges incurred		
Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		

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Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
Part II Chapter 20 Art I Sec 20-22 (b)	Offenses and Miscellaneous Provisions	Malicious Mischief: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-24 (b)	Offenses and Miscellaneous Provisions	Taking or Withholding Possession of City Property: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		

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Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-34 (b)	Offenses and Miscellaneous Provisions	Abuse of City Tennis Courts: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-35 (c)	Offenses and Miscellaneous Provisions	Uses of Airport Trail: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-36 (c)	Offenses and Miscellaneous Provisions	Possession of Laser Pointing Devices: Maximum Fine		\$500		
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		

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Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-102 (b)	Offenses and Miscellaneous Provisions	Commission of Crime in Presence of Minor: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-103 (b)	Offenses and Miscellaneous Provisions	Permitting Crimes or Disorderliness on Premises: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (c)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine For Parent		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-135 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Distribution of Samples: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-136 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Sale of Cigarettes in Non-original, Sealed, Packaging: Maximum Fine		\$200		
Part II Chapter 20 Art III Div 2 Sec 20-137 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Vending Machines: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		

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Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
Part II Chapter 20 Art III Div 2 Sec 20-140	Offenses and Miscellaneous Provisions	Tobacco Products. Tobacco Paraphernalia: Fine		\$100		
Part II Chapter 20 Art III Div 3 Sec 20-162 (f)	Offenses and Miscellaneous Provisions	Consumption of Alcoholic Beverages By Minors. Hosting, Permitting, or Allowing a Party, Gathering or Event Where Minors are Consuming Alcohol: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-169	Offenses and Miscellaneous Provisions	Nuisances. Maintaining or Permitting Nuisances: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 1 Sec 20-172 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Motor Vehicle: Maximum Fine		\$500		

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Part II Chapter 20 Art IV Div 1 Sec 20-173 (d)	Offenses and Miscellaneous Provisions	Nuisances. Loud Sound from Amplification Systems in Private Residences: Maximum Fine		\$500		
Part II Chapter 20 Art IV Div 2 Sec 20-202 (j)	Offenses and Miscellaneous Provisions	Accumulation of Trash and Weeds. Health Nuisances: Maximum Fine		\$200		
Part II Chapter 20 Art V Sec 20-240 (c)	Offenses and Miscellaneous Provisions	Graffiti. Application Prohibited: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-242 (e)	Offenses and Miscellaneous Provisions	Graffiti. Sale of Spray Paint to Minors: Maximum Fine		\$500		
Part II Chapter 20 Art V Sec 20-243 (c)	Offenses and Miscellaneous Provisions	Prohibitions on Spray Paint Containers and Broad-tipped Indelible Markers: Maximum Fine		\$500		
CHAPTER 21: PARKS & RECREATION						
Part II Chapter 21 Art I Sec 21-1	Parks & Recreation	Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Daily Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-9 (c)	Parks & Recreation	Vendors in recreational areas: Specific Event Fee	\$7.50			

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Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: Maximum Fine		\$500		
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/ Senior Daily Admission Fee	\$5			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Daily Admission Fee	\$6			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Admission Fee	\$2			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Youth/Senior Twilight Admission Fee	\$2.50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Adult Twilight Admission Fee	\$3			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Non Swimmer Twilight Fee	\$1			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Individual Season Pass	\$50			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Senior Season Pass	\$40			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Family Season Pass	\$150			

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Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental Up to 100 people; 101 to 225 people; 226 or more people	 \$220; \$250; \$275;			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Per Hour Private Rental for Season Pass Holder	 \$175			
Part II Chapter 21 Art I Sec 21-25 (1)	Parks & Recreation	Shawnee Splash: Party Space Rental	 \$110 to \$185			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Per Hour Gym Space	 \$35			
Part II Chapter 21 Art I Sec 21-25 (2)	Parks & Recreation	Municipal Gym Rental Fees: Admission Open Gym	 \$3			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental after 5:00 pm	 \$35			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Per Hour Rental Monday thru Friday 8:00 am to 5:00 pm	 \$25			

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Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$16.34			
		Large Polycart (95 gallon)	\$20.84			
		Additional Polycart (95 gallon)	\$11.00			
		Solid Waste Service Only	\$20.84			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			

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Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			

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Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage			\$5,000, \$10,000, \$5,000	
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						
CHAPTER 26 ARTICLE I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits:				
		RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.74			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.38			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			
	Utilities	Water Rates: The minimum charge for water used by consumers inside city limits:				
		COMMERCIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.43			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.38			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			

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		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.43			
		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.28			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits:				
		RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$26.43			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits:				
		COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$33.05			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			

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Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$14.83			
		Over 1,000	\$3.28			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$18.55			
		Over 1,000	\$3.19			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.25			
		Over 1,000	\$4.78			

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		The rate for furnishing				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.81			
		Over 1,000	\$4.78			
No Ordinance	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Fees	RESERVED			

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Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Furnishing to other premises: Resetting the Meter Fee	 \$25			
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (1)	Utilities	Water--Drought Management Plans: <u>Fines:</u> 1st Violation;			Warning	

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Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (2)	Utilities	Water--Drought Management Plans: Fines: 2nd Violation;		\$150 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (3)	Utilities	Water--Drought Management Plans: Fines: 3rd Violation;		\$250 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-67 (d) (4)	Utilities	Water--Drought Management Plans: Fines: 4th and Subsequent Violations		\$500 plus costs		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Maximum Fine		\$150		
Part II Chapter 26 Art III Div 1 Sec 26-70 (a)	Utilities	Failure to Repair Water Leak: Subsequent Fine for each day		\$25		
Part II Chapter 26 Art III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			

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Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit - Residential	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			
Part II Chapter 26 Art III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			

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Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Se	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			

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Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			

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Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance			\$5,000, \$10,000, \$5,000	
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			

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Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <u>If the price per barrel of Oklahoma Sweet has averaged less than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$150			

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Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 28 Art V Sec 28-196 (2) (d)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Additional Bond and Insurance Coverage: Minimum Insurance Coverage				\$1,000,000

Regular Board of Commissioners

8.

Meeting Date: 08/03/2020

Oil and Gas

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion and consideration of an ordinance amending portions of Chapter 28 – Wells, Oil, and Gas of the Shawnee City Code of Ordinances, by amending Chapter 28 to ensure that all provisions are in compliance with relevant State Law and Administrative Agency Regulations; providing for repeal; providing for severability; providing for codification; and providing for emergency clause.

Attachments

Memo

Ordinance



Finance Department

MEMORANDUM

DATE: August 3, 2020

TO: City Commission

FROM: Jill Nichols, Accounts Payable Administrator

RE: Oil and Gas Well Ordinance

Please see the attached ordinance amending portions of Chapter 28 of the Shawnee city code – Wells, Oil and Gas. Staff recommends approval of the ordinance in that these changes are necessary to ensure compliance with Oklahoma state law and Oklahoma Corporation Commission regulations. The changes are as follows:

- Sec. 28-31 (a) – Adds language to allow for appointment of existing employee to inspector role.
- Sec. 28-67 (a) – Changes the length of time permit applications are due from 20 to 60 days in advance to allow time for staff review and Commission approval.
- Sec. 28-67 (a) (5) b – Requires names and addresses of landowners within 300 feet of the well head of the proposed drilling site, aligning us with other municipalities.
- Sec. 28-70 (g) – Details certain items the standard comprehensive public liability insurance policy must cover to further protect the City.
- Sec. 28-104 (a) – Changes the length of time required to notify inspector prior to operation commencement from 20 to 60 days to allow adequate time for staff review.
- Sec. 28-131 (a) – Adds language regarding affirmative duty of the operator to properly prepare for the abandonment and plugging of a well.
- Sec. 28-131 (f) –Permits the City to utilize the entity’s bond or Letter of Credit to pay for plugging of abandoned wells in cases of noncompliance.

Currently, there are around 40 active wells operating inside the city limits. In partnership with the Engineering Department, Finance Department staff is restructuring the Oil and Gas Well management system, including comprehensive inventory, mapping, inspections, permitting, and billing in order to provide more sustainable record keeping and compliance maintenance.

Attachment:
Ordinance Amending Oil and Gas Well Chapter of Shawnee City Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 28 – WELLS, OIL AND GAS OF THE SHAWNEE CITY CODE OF ORDINANCES, BY AMENDING CHAPTER 28 TO ENSURE THAT ALL PROVISIONS ARE IN COMPLIANCE WITH RELEVANT STATE LAW AND ADMINISTRATIVE AGENCY REGULATIONS; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR EMERGENCY CLAUSE.

WHEREAS, the City of Shawnee City Commission and Mayor wish to amend the existing code as it relates to oil and gas operations and administration to ensure that the code is in compliance with State law and Oklahoma Corporation Commission regulations, and

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 28 OF THE CITY CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

SECTION 1. That Chapter 28, Article II, Section 28-67 of the Code of the City of Shawnee, Oklahoma, is hereby amended to read as follows:

Sec. 28-31. – Oil and gas inspector

- (a) The City Manager shall employ or appoint an existing City employee as an oil and gas inspector and assistants, if necessary, whose duty it shall be to enforce this chapter.
- (b) The oil and gas inspector shall have the authority to issue any orders or directives required to carry out the intent and purpose of this chapter and its particular provisions. Failure of any person to comply with any such order or directive shall constitute a violation of this chapter.
- (c) The oil and gas inspector shall have authority to enter and inspect any premises covered by this chapter to determine compliance with this chapter and the provisions of all applicable laws, rules, regulations, standards or directives of the state. Failure of any person to permit access to the oil and gas inspector shall constitute a violation of this chapter.
- (d) The oil and gas inspector shall have the authority to request and receive any records specified in this chapter relating to the status or condition of any well or project or the appurtenances thereof within the city. This material shall remain confidential unless necessary as evidence of the violation of any of the sections of this chapter. Failure to provide any such requested material shall be deemed a violation of this chapter.
- (e) In enforcing this chapter, the oil and gas inspector shall have such power and authority as set forth in this section and elsewhere in this chapter.

Sec. 28-67. – Application

- (a) A permit required under this division shall be issued only to the designated operator of the oil and gas leasehold interest. Every applicant for such permit shall, at least sixty (60) days prior to the proposed commencement of such work, file with the City Clerk or designee a written application addressed to the City Commission for the permit. The written application shall contain the following information:
 - (1) The name and address of each owner of an interest in the oil and gas lease under which such well is to be drilled or work is to be done.
 - (2) The name and address of the person in charge of the operation and maintenance of the well.
 - (3) The name and address of the person in charge of the work to be done under the permit.

- (4) The exact physical location of the proposed well and a street address or descriptive general location easily identifiable by the public.
- (5) If the proposed well is to be drilled and operated under a written pooling agreement of several leasehold estates, such area to be pooled shall be set forth and described:
 - a. That the owners of more than eighty percent (80%) of the surface area exclusive of streets and alleys within three hundred-feet (300'), and ninety percent (90%) of such owners within one hundred and fifty-feet (150'), of the proposed well site have consented in writing to the drilling of such well at such location. The mere execution of an oil and gas lease shall not be accepted as compliance with this requirement, unless such lease describes specifically the location of the proposed well and consents to such location;
 - b. The names and addresses of all owners of one hundred percent (100%) of the surface area, exclusive of streets and alleys, within three hundred-feet (300') of the well head of the proposed location of such well site; and
 - c. That the owners of the leasehold interest and persons in charge of the drilling, operation, maintenance and work of such proposed well are familiar with this Code and the City Ordinances and will abide by the provisions thereof.
- (6) A statement indicating the source of water to be used for drilling purposes. A water well may not be drilled for oil and gas drilling purposes within the City.
- (7) A statement indicating the exact manner of transporting the product to market if the permitted well is completed as a producer.
- (b) Each application shall be accompanied with a payment in an amount as described in the City Fee Schedule, which will pay for the permit fee and the first year operation fee.

Sec. 28-70. – Liability Insurance

- (a) Before a permit shall be issued under this division, the applicant shall file with the City Clerk or designee, a certificate of insurance on an insurance policy for an indemnity fund as provided in this section.
- (b) The insurance policy shall be issued by a company licensed and authorized to do business in the state and shall provide public liability insurance coverage for each operation required in the conduct of such work. The insurance policy shall be in an amount as described in the City Fee Schedule insuring the applicant and the City against all claims or causes of action made against either or both the applicant and the City for damages to persons or property arising out of the drilling, maintenance, operation, production or other work done with respect to such proposed oil and gas well.
- (c) The policy cannot be cancelled until ten (10) days' written notice of such cancellation is given to the City Clerk, or designee, and such policy shall carry an endorsement of actual notice to the City of any changes therein.
- (d) The insurance policy shall be approved by the City Manager or designee and endorsed thereon. The insurance policy shall be approved as to form by the City Attorney.
- (e) The insurance policy shall be made for the use and benefit and protection of the City and for the use and benefit and protection of any person who may suffer injury either to his person or property because of an accident or omission or negligence of any person or his agents or servants engaged in such work. If such policy is approved by the City Manager or designee, it shall remain in force and effect during the life of such policy.

- (f) If the policy is cancelled, the permit granted shall immediately terminate without any action on the part of the oil and gas inspector, and the applicant's or permittee's rights to operate under the permit shall cease until the applicant or permittee files additional insurance as required in this section.
- (g) Said policy of standard comprehensive public liability insurance, in addition to the requirements stated herein, shall:
 - (1) Contain coverage for contamination or pollution of surface or subterranean streams, watercourses, lakes or public or private water supplies;
 - (2) Be conditioned for payment of all damages due to injury to persons or damage to property resulting from drilling, operation or maintenance of the proposed well or any structure machinery, equipment, pipelines or appurtenances used in connection therewith;
 - (3) Name the permittee and the City of Shawnee as co-insured; and
 - (4) Such policy shall be issued by an insurance company authorized to do business within the State.

Sec. 28-104. – Determination of routes to well site

- (a) At least sixty (60) days' prior to the actual commencement of any operations at the oil or gas well site, the permittee shall notify the oil and gas inspector in writing of the proposed date for commencement of such operations. Such notification shall also contain the following information:
 - (1) The permittee shall identify the maximum length, width and weight of any motor vehicles and the maximum weight of the load to be carried by any motor vehicle to be used in traveling to and from the well site.
 - (2) The permittee shall submit a complete list of the proposed routes to and from the well site for all motor vehicles to be used to travel to and from the well site. Such list shall identify any and all highways within the City limits proposed to be used by such motor vehicles in traveling to and from the well site.
 - (3) The oil and gas inspector may also require any additional information which he deems necessary to evaluate the proposed routes.
- (b) Upon receipt of the notification required under Subsection (a) of this Section, the oil and gas inspector shall have five working days to review the information submitted by the permittee.
- (c) Following review of the information submitted by the permittee, the oil and gas inspector shall prepare a written order which either approves or disapproves the routes to and from the well site as proposed by the permittee. If the oil and gas inspector disapproves of all or part of the proposed routes, the inspector shall designate alternate routes which are acceptable to the City.
- (d) During all drilling and production activities for the particular well, all motor vehicles used by any person to travel to and from the well site shall be restricted to the highways approved by the oil and gas inspector as appropriate routes to and from the well site.
- (e) The oil and gas inspector shall have the power and authority to amend the order designating routes to and from the well site upon his own initiative or upon application by the permittee.

Sec. 28-131. – Abandonment and plugging; permit

- (a) Every person owning or operating any oil or gas well and the officers, agents and employees of such person shall have an affirmative duty to begin removing all derricks, machinery, concrete foundations and any and all other objects that interfere with the leveling of the land within a period of sixty (60) days from the day of abandonment of the well and shall remove such objects in a workmanlike manner. Such person shall have an affirmative duty to also grade, level and restore the land to a condition better than before the well was first commenced.
- (b) Whenever any well having sufficient surface casing to meet the requirements of this chapter is abandoned, it shall also be the affirmative duty of the permittee and the operator of the well to set a two hundred-foot (200') cement plug in the bottom of the surface casing, with the bottom of the plug 100 feet below the surface casing section, and to set a fifty foot (50') cement plug in the top of the surface casing. A two hundred-foot (200') cement plug shall also be placed in the well bore within one hundred feet (100') of the shallowest zone known to produce hydrocarbons in the area. The oil and gas inspector may require that the two lowermost cement plugs be tested applying drill string weight on the cement plug after the cement has set to confirm that the plug has hardened and is in the correct location. When any cement plug is found to be deficient, an additional cement plug shall be placed in the well bore, or other appropriate corrective action shall be taken. No surface or conductor string of casing may be pulled or removed from a well. During initial abandonment operations, it shall also be the duty of the permittee and operator to flood the well with mud-laden fluid. This fluid shall have a density of not less than nine (9) pounds per gallon and a viscosity of not less than thirty-six (36) funnel seconds as measured with a standard Marsh funnel. However, in no case shall the density of this mud be less than the density of the mud used to complete the drilling of the well or less than the density required to create sufficient hydrostatic pressure to prevent the well from attempting to kick or flow. Prior to commencing plugging operations, the oil and gas inspector shall be notified so that he may witness the plugging operations.
- (c) Whenever a permittee or operator desires to abandon and plug any well drilled within the city, except a dry hole, the permittee or operator shall apply to the city clerk, or designee for a permit to plug the well. The application for the permit to plug the well shall be on forms provided by the oil and gas inspector and shall be accompanied by a permit fee in an amount as described in the City Fee Schedule. In the application for a permit to plug a well, the applicant shall include evidence of the depth of the base of the fresh water in the vicinity of the well, copies of all corporation commission reports filed on the well, a well bore diagram showing the present condition of the well and a well bore diagram showing the proposed plugged condition of the well. Copies of any temperature surveys or cement bond logs run to determine the top of the cement outside the casing strings shall be included in the permit application.
- (d) Whenever any well having a lesser amount of surface casing than required by this chapter is abandoned, it shall be the affirmative duty of the permittee or operator of the well to plug the well in accordance with this subsection. To affect the plugging of the well, the production casing shall be cut at a depth at least two hundred feet (200') deeper than the base of the freshwater zones, and the upper section of the production casing shall be removed from the well bore. The well bore shall be reentered and circulated clean to the depth of at least two hundred feet (200') below the base of the freshwater zones. A cement plug shall be placed in the well bore with the bottom of the plug located at the top of the production casing stub and the top of the plug located at least one hundred feet (100') inside the surface casing. If the production casing cannot be removed as required, the operator or permittee shall propose an alternative plugging procedure, but no plugging may be performed unless the procedure has been approved by the oil and gas inspector. The oil and gas inspector shall be notified so that he may witness the plugging of the well. The remainder of the plugging requirements for wells not having sufficient surface casing shall be the same as for wells which do have sufficient surface casing.

- (e) In exceptional circumstances, the oil and gas inspector shall have authority to approve plugging procedures other than those set forth in this section. Such approval shall be in writing and shall be signed by the oil and gas inspector.
- (f) Failure to plug an abandoned well is a violation of this section of the City Code. If such plugging operations are not completed within one hundred and twenty (120) days of the abandonment of the well, then the City, at the discretion of the oil and gas inspector, may access and utilize the surety bond or irrevocable letter of credit on file with the City for said well to pay for the costs of plugging said well in order to ensure the health, safety, and welfare of the City's citizens.

SECTION 2: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

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

SECTION 4: SEVERABILITY. The provisions of this ordinance are severable and, if any sentence, provision, or other part of this Ordinance shall be held invalid, the decision of the court so holding shall not affect or impair any of the remaining parts or provisions of this ordinance.

SECTION 5: EMERGENCY. It being immediately necessary for the preservation of the peace, health, safety and public good of the City of Shawnee, Oklahoma and the inhabitants thereof that the provisions of this Ordinance be put into full force and effect, an emergency is hereby declared to exist, by reason whereof, this ordinance shall take effect and be in full force and effect after its passage, as provided by law.

PASSED AND APPROVED this ____ day of _____, 2020

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Emergency clause separately passed and approved on this ____ day of _____, 2020.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2020.

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 08/03/2020

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a budget amendment for Fund 001 General Fund – The City of Shawnee received a Department of Justice Grant to cover certain COVID-19 supplies needed by the Police Department.

Attachments

Budget Amendment

City of Shawnee
2020-2021 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	4101			FEDERAL GRANT REVENUE	201,000.00	62,000.00	263,000.00
				Total	201,000.00	62,000.00	263,000.00

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-0620-5250	COV	003	OTHER MATERIALS & SUPPLIES	7,500.00	62,000.00	69,500.00
					7,500.00	62,000.00	69,500.00

Approved by the City Commission this

Explanation of Budget Amendment:
The City received a Department of Justice grant to
cover certain COVID-19 supplies needed by the Police
Department.

Approved:

Mayor _____
Attest: _____

City Clerk _____

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

Regular Board of Commissioners**14.**

Meeting Date: 08/03/2020

Ward 1 Applicants

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Conduct interviews of City Commissioner Ward 1 applicants:

- Rex Hennen
- Randy Kamm
- Tony Kenyon
- Mandi MacDonald
- Daniel Matthews
- Robert Morris
- Chris Odneal
- Steve Palmer
- Lindie VanAntwerp

Attachments

Hennen

Kamm

Kenyon

MacDonald

Matthews

Morris

Odoneal

Palmer

VanAntwerp



CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>REX B. HENNER</u>	Application Date: <u>7-27-2020</u>
Address: <u>2102 N. MINNESOTA, SHAWNEE, OK 74804</u>	
Mailing Address: <u>"</u>	
Daytime Phone: <u>405-517-5863</u>	Email: <u>rexhenner@gmail.com</u>
Profession: <u>RETIRED FROM CITY OF SHAWNEE. CURRENTLY TEACHING ASSISTANT FOR SPS.</u>	
Business Name: <u>SHAWNEE PUBLIC SCHOOLS - SECC</u>	
Business Address: <u>1831 AIRPORT DR. SHAWNEE, OK 74804</u>	
Business Phone: <u>405-273-3388</u>	Fax: _____ Email: _____

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 7

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

PLEASE SEE ATTACHED LETTER

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

PLEASE SEE ATTACHED LETTER

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

STATE OF OKLAHOMA'S ADVISORY COMMITTEE ON SERVICES TO
PERSONS WITH DEVELOPMENTAL DISABILITIES

List education, including degree(s) earned:

BACHELOR OF SCIENCE IN BUSINESS - PUBLIC ADMINISTRATION
FROM UNIVERSITY OF PHOENIX

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

TRAFFIC COMMISSION - FEBRUARY 2019 THEN THE PRESENT

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
LEWIS WALTERS	PASTOR	405-273-6286
DAVID SPIES	FINANCIAL ADVISOR FRIEND	405-878-0990
ERIN TAYLOR	FR FRIEND - DISABILITIES ADVOCATE	405-226-0790

PLEASE READ CAREFULLY:

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

Signature  Date: 7-27-2020

Applicants are encouraged to include a letter of interest and/or resume with this application.

Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

July 27, 2020

Mayor Bolt and Shawnee City Commissioners,

This letter is inform you of my interest in filling the Ward 1 City Commission vacancy.

I retired from the City of Shawnee after a 31 year career, 25 years in the Engineering Department and 6 years as the manager of the Airport. During my career I was involved in the design, inspection, and oversight of a wide variety of capital and public works projects. This included oversight of projects paid for by local taxpayer funding as well as state and federal grant funding.

I am a graduate of the Leadership Shawnee program, was chairman of the Oklahoma Floodplain Manager's Association, was a Regional Director for the Oklahoma Airport Operators Association, earned a Bachelor's Degree in Business with an emphasis in Public Administration, and am currently on the State of Oklahoma's Advisory Committee on Services to Persons with Developmental Disabilities.

I also had the opportunity to work closely with all the departments in the City's organization. I feel this gives me a unique perspective into what is necessary for the City to provide reliable services and infrastructure to all the citizens of Shawnee.

If selected, it would be my focus to work with the Commission to guide the City in a direction that would hopefully unify the entire community. This is a monumental task given the nature of politics, particularly at the local level. But it is my opinion that this body can come together and focus on the goals and issues important to the entire community while working to address issues that have caused division.

Thank you for your consideration and I look forward to hearing from you.

Rex Hennen
2102 N. Minnesota
Shawnee, OK 74804
405-517-5863
rexhennen@gmail.com

Date 7/28/2020 Time 8:00am

CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Randy Kamm</u>	Application Date: <u>7-27-2020</u>
Address: <u>3007 Kensington Place, Shawnee, OK 74804</u>	
Mailing Address: <u>Same as Above</u>	
Daytime Phone: <u>405-471-3438</u>	Email: <u>randy.kamm@gmail.com</u>
Profession: <u>Administrator</u>	
Business Name: <u>SSM Health Medical Group</u>	
Business Address: <u>3315 Kethley Rd.</u>	
Business Phone: <u>405-273-5801</u>	Fax: _____ Email: <u>randy.kamm@ssmhealth.com</u>

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 4 years

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I believe that I can make a positive impact on our community.
Shawnee has tremendous potential for its citizens and businesses
and I would be honored to support this endeavor as a representative for Ward 1.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I am Strategic in the planning process; Looking at things from different perspectives.
I care for our community and I want to see it obtain its full potential
I am Diplomatic, Loyal, Approachable, and accountable

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

United Way of Pottawatomie Co. Board member,

Shawnee Forward Education and Workforce development Comm.tee member

List education, including degree(s) earned:

B.S. Business Administration

Masters of Health Administration

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

No

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Dr. Phillip Haddad	Business Associate	405-596-7848
Chris and Nicki Shorman	Friends	405-275-9272
Rev. Tiffany Nagle-Monroe	Pastor	405-473-6652

PLEASE READ CAREFULLY:

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

Signature  Date: 7-27-2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Randy W. Kamm, MHA

3007 Kensington Place, Shawnee OK, 74804
405-471-3438 (cell)
randy.kamm@gmail.com

CORE COMPETENCIES

PROVEN LEADERSHIP	CHANGE AGENT	SOLID ACCOUNTABILITY
STRATEGY	EXECUTION	PHYSICIAN RELATIONS
VISIONARY	OPERATIONS	STRATEGIC RELATIONSHIPS
FINANCIAL ANALYTICS	SERVICE LINE DEVELOPMENT	TRAINING

EDUCATION

Oklahoma State University

Masters of Science- Healthcare Administration

Oklahoma State University

Bachelors of Science Business Administration

EXPERIENCE

Administrative Director, St. Anthony Shawnee Physicians

St. Anthony Shawnee Physicians, 60 providers, 21 clinics, outpatient imaging and therapy services, and 283 employees

May 2016- Present

- Responsible for Operations of 60 providers, 283 support staff, and outpatient services in 5 communities
- Erased \$1 Million budget deficit within 6 months of initial hire date for FY 2016 budget. Exceeded FY 2017 budget plan by \$2.9 Million.
- Procured budget funding for new CT, MRI, and Ultrasound equipment for FY 2018 to enhance operations of Imaging services.
- Leading change initiatives for patient and employee satisfaction to improve organizational culture.

Director, Physician Outreach and Network Development/ Interim ACEO

St. Anthony Shawnee Physicians, 60 providers, 21 clinics, outpatient imaging and therapy services, and 283 employees

July 2014- May 2016

- Served as Interim ACEO of facility from November 2015 to April 2016
- Directed Physician Recruitment and Network Development of physician enterprise
- Responsible for Physical Therapy, Physical Plant, Dietary, Environmental, and EMS service lines.
- Led alignment strategies for business development community relations
- Directed activities for strategic growth of hospital/clinic services lines
- Champion of employed physician governance committee development

System Director, Physician Recruitment and Practice Development

2012 – 2014

Director, Physician Recruitment (2004-2012)

- Directed all physician recruitment within the INTEGRIS Health system
- Championed all strategic physician manpower planning for INTEGRIS Health System
- Directed business development and physician support between INTEGRIS administration and physicians
- Created and Managed INTEGRIS Hospitals' recruitment budget
- Developed and maintained excellent relationships with communities and physicians within service areas

ACCOMPLISHMENTS/ACTIVITIES

- Shawnee Forward Education and Workforce development committee member
- Board member for United Way Pottawatomie County
- Volunteer for Shawnee Little Theater productions
- Volunteer for Tasty Monday's youth program at Lord of Life Lutheran Church
- Distance Fellowship Recipient- Oklahoma State University
- Chairman of Trustee Committee at New Covenant UMC
- Worship team Victory Christian Center, OKC and New Covenant UMC
- United Way loaned executive/ambassador

REFERENCES UPON REQUEST

Date 7/24/2020 Time 12:47pm



CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

1ST

Name: <u>TONY BRIAN KENYON</u>	Application Date: <u>JULY 22, 2020</u>
Address: <u>1904 N. PHILADELPHIA AVE., SHAWNEE, OK 74804</u>	
Mailing Address: <u>SEE ADDRESS*</u>	
Daytime Phone: <u>405-208-0884</u>	Email: <u>TONY.B.KENYON@GMAIL.COM</u>
Profession: <u>ARAMARK HIGHER EDUCATION ACCOUNT DIRECTOR @ OBU, SHAWNEE, OK</u>	
Business Name: <u>ARAMARK</u>	
Business Address: <u>714 W. MIDLAND ST., SHAWNEE, OK 74804</u>	
Business Phone: <u>405-227-8709</u>	Fax: <u>NA</u> Email: <u>KENYON-TONY@ARAMARK.COM</u>

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 7 + YEARS

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

My primary goal as Ward 1 Commissioner is to provide representation for the citizens of the Ward to the various offices of municipal government and to make every effort to improve, build and maintain the City of Shawnee in order to elevate and enrich the quality of life for every resident.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

My qualifications include over 18 years of training, education and experience in organizational management and government operations in the military. Over 4 years of financial and operational management for Aramark at OBU, and knowledge as a vested long time citizen of Shawnee with 3 children in Shawnee Public Schools.

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

I am a current member of the Oklahoma Army National Guard and Master Mason of the Oklahoma Masonic Fraternity

I am an avid supporter of the Shawnee YMCA and Shawnee Public Schools.

List education, including degree(s) earned:

High School Diploma from Shawnee High School class of 1996

Administrative and Operational Manager certificate, US Army Adjutant General School

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

No.

Please include up to three personal or professional references:

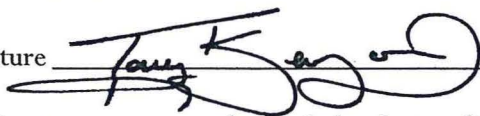
Name:	Relationship:	Phone Number:
Senator Ron Sharp	Personal Friend	405-788-2298
FREELAND WOOD	PESONAL FRIEND	405-496-7652
REPRESENTATIVE DELL KERBS	PERSONAL FRIEND	405-609-0308

LSF

PLEASE READ CAREFULLY:

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

Signature



Date:

July 27, 2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Oklahoma State Senate



July 22, 2020

To Shawnee City Commissioners:

This letter is written to recommend for your consideration of Tony Kenyon for the appointment to the Ward 1 Commissioner position for the City of Shawnee.

This position became an open seat after the at-large position of mayor of Shawnee was won by Ed Bolt, the former Ward 1 Commissioner.

I taught for 38 years at Shawnee High School. I currently serve as the State Senator for District 17 and am a resident of Ward 1.

Tony is a 1996 Shawnee High School graduate. As a senior, Tony was in my U.S. Government class.

As a student, Tony was an outstanding student and represented all that is good about our state and nation! With students like Tony I knew the future of our nation would be in good hands.

Now is the time to allow Tony to assume that leadership position.

After graduation, Tony enlisted and served our nation in the United States Army. He was in two active tours of duty overseas defending our nation from world terrorists.

After his active duty in the Army, Tony enlisted into the Oklahoma National Guard 45th Division.

Tony and his wife and three young children live at 1904 North Philadelphia (Ward 1), Shawnee, Oklahoma. His three children attend Shawnee Public Schools.

Tony currently works for Oklahoma Baptist University. He is active in the political affairs of our city, state, and nation.

Tony is exactly the type of young man the City of Shawnee should have on its Commission.

I would appreciate your consideration of Tony to the appointment to the Ward 1 Commissioner position.

Any additional reference that would be required to help Tony, please contact me at your convenience.

Sincerely,
Ron Sharp
405- 788-2298
senatorsharp@gmail.com

Letter of recommendation

For the ward 1 city commission position

I first met Tony Kenyon while I was the school resource officer at the Shawnee High school in 1994. When Tony graduated from Shawnee in 1996 he left to pursue a degree at the University of Oklahoma and then he joined the military. Due to the distance and our own everyday routines we lost touch for several years.

We met up again in 2016 when he returned to Shawnee after spending 14 years in the Army, Tony continues to serve our country proudly as a member of the Oklahoma Army National Guard. Since his return we have become close friends and enjoy spending time together. As I rediscovered who he has become over the years I have found that Tony is a person of caliber, integrity, generosity and charisma. I have found him very easy to talk to and often go to him for his advice or point of view, I very much value his opinion. Tony has many positive attributes but most of all he leads by example.

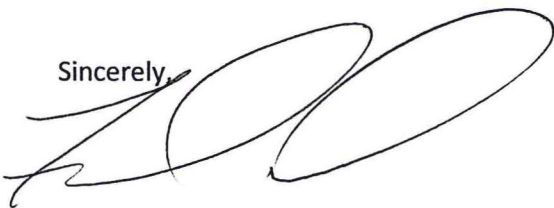
He and his wonderful wife Traci have 3 children in the Shawnee Public School system. Tony is a devoted and loving husband to his wife Traci and their children. We have had several conversations about our public educators here in Shawnee so I know that Tony is very attentive to Shawnee public education as well as the goings on of our local city government.

Tony has had the opportunity to spend many hours doing ride-a-longs with me in the past four years, he has not only seen our city as a citizen, but he has also seen it from the prospective of a police officer. I have found that he has remarkable insight and a genuine interest in making Shawnee a better place to live. Like all of us, Tony loves our community and would love to have the opportunity to serve it.

I know that Tony has extensive training in administration and operations management and is currently the Aramark account director at OBU where he oversees the daily operations of the OBU support staff.

I truly believe that Tony will serve our community proudly and would be an asset to the people of Shawnee and the board as our Ward 1 commissioner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Freeland Wood', with a large, stylized loop at the end.

Lieutenant Freeland Wood
Shawnee PD



OKLAHOMA ARMY NATIONAL GUARD
JOINT FORCE HEADQUARTERS
3501 MILITARY CIRCLE
OKLAHOMA CITY, OK 73111-4305

July 24, 2020

To Whom It May Concern:

It is my pleasure to be writing this letter of recommendation regarding an opportunity presented for Tony Kenyon. I have known Tony since 2004 by way of membership in the Oklahoma Army National Guard.

I can attest to his work ethic as he displays maturity at all times and an understanding beyond his years of age. He is a very dedicated, motivated and passionate Soldier who shows initiative. He is someone you can always count on to do the right thing and holds himself to the highest of standards. He is a tested and trusted Soldier that has managed teams of Soldiers. His rapport within the personnel and administration community is excellent. An effective leader continually sought for guidance and coaching for the entire chain of command. While his expertise has been primarily in human resources, operational planners seek his versatile expertise to develop risk assessments, detailed movement of troops and accomplishing mission objectives. He would bring great credit to any organization.

I think he would make a great candidate for public office, he has performed superbly in the hard jobs and has always shown great concern for his country. If you have any questions or need more information, please do not hesitate to contact me at 405-228-5544 or rosemary.l.masters.mil@mail.mil.

Sincerely,

A handwritten signature in black ink that reads "Rosemary L. Masters". The signature is written in a cursive style with a large, stylized "R" at the beginning.

Rosemary Masters
CW5, US ARMY
Deputy Director of Personnel/G1

RECEIVED CITY CLERK'S OFFICE

Date 7/29/2021 Time 12:43pm

CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Mandi MacDonald</u>	Application Date: <u>22 July 2020</u>
Address: <u>1511 N Broadway Shawnee, OK 74804</u>	
Mailing Address: _____	
Daytime Phone: <u>620-779-1532</u>	Email: <u>mandi.macdon@gmail.com</u>
Profession: <u>Librarian</u>	
Business Name: <u>North Rock Creek Public Schools</u>	
Business Address: <u>42400 Garrett's Lake Road Shawnee, OK 74804</u>	
Business Phone: <u>(405) 275-3473 ext. 336</u> Fax: <u>405.273.7368</u> Email: <u>amacdonald@nr cps.org</u>	

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 11 years

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

Shawnee is such a wonderful community. Over the last decade, I have seen it grow in such diverse ways. I believe that while Shawnee holds to the classic and desirable small town ideals of community and togetherness. As it grows, it needs leaders who remember that as decisions are made and it must have accountability for how it grows. The City Commission has the tough job of uniting the city and making sure that all of its parts are working together for the good of all of its citizens today and in the future.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I would make a good Commissioner because I have a different perspective than the current Commissioners. I do not own a small business; I have not held a business leadership position in this town or been a part of the community as long as many who are currently on the Commission or who have run and applied in the past, but my insight as a teacher/librarian who is wholly concerned with the future of our community via the investment in today's youth as well as my time spent working in the public sector give me intimate knowledge of our youth and what they will need as they transition to adult citizens in our community.

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

I currently volunteer as a kid's church teacher and college girls' Bible study leader at Heritage Church in Shawnee. I am also on the Friends of the Library Board. This fall I am one of several English teachers/librarians across the state involved in revising our current Oklahoma Academic Standards of English Language Arts.

List education, including degree(s) earned:

East Central University, Master's in Library Media Science 2019
Oklahoma Baptist University, Bachelor's in Secondary English Education 2012

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

No

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Blake Moody	Superintendent North Rock Creek Schools	405-630-9538
Britton Buss (OBU AVP for Tech, CTO)	Church Elder Heritage Church	405-585-3320
David Houghton (OBU Dean of Business)	Church Elder Heritage Church	405-585-7818

PLEASE READ CAREFULLY:

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

Signature Mandi MacDonald Date: 30 July 2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Shawnee City Clerk and Commissioners
16 W. 9th Street
Shawnee, OK 74802

Mandi MacDonald
1511 N Broadway
Shawnee, OK 74804
620-779-1532

To whom it may concern,

My name is Mandi MacDonald, an 11 year resident of the Shawnee area, and I am excited to submit my application for the vacant Ward 1 City Commission.

I am applying for the Ward 1 position because I love this city. After graduating from OBU in 2012, I didn't want to leave this town. It was growing (and continues to do so), vibrant, and filled with some of the best people I have ever met. As I've seen the town grow over the last decade, I know it has had growing pains but also great joys and triumphs with new businesses, an influx of newcomers and commuters, new city programs and opportunities for community involvement, all while adhering to the quintessential "small town values" that I've always known Shawnee to hold. I say "small town" as a woman who grew up in a true small town of 9,000, where I knew people's names, I knew the community well, and the community worked together well. While we are nearly 4 times that size, I believe those traits exist here in excess even as we are a burgeoning city.

I will be honest that my resume does not lend itself to a wide swath of community activity, but it shows my dedication to my school and church, pillars of our community. I have had the opportunity to serve hundreds of people in our community through teaching English at Bethel High School, North Rock Creek Middle and High School, and now as the NRC Middle and High School Librarian. Many of my students are now adults who live and work in Shawnee, contributing to our beautiful city. My time as an educator has caused me to be flexible, understanding, and a team-player not just with my school but with my community. Outside of those school communities, I've also held several positions with the Oklahoma State School Board, focusing mostly on our state ELA standards. These leadership positions have given me a tremendous impact on the whole state as I've been employed to create scaffolding and framework for standards, and now this fall as I am an advisor for the drafting of new standards. I've also served for many years in several different capacities at Heritage Church, mainly with college students that I hope to have influenced to stay in this great town just like I did. Outside of school and church, I serve on the Friends of the Library Board where I work with many people who have lived and breathed this community much longer than I have. I'm proud to serve on a board that provides for the continued access to literacy and knowledge.

I may not have the tenured experience of many of the current commissioners as.....
long-time residents or small-business owners, but I hope that you will consider me for the position of City Commissioner as I share a perspective of respect and concern for this community but perhaps a new and different point of view.

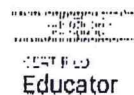
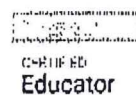
Thank you for your consideration,

Mandi MacDonald

Mandi MacDonald

mandi.macdon@gmail.com
1511 N Broadway Ave
Shawnee, OK 74804

(620) 779-1532



Education

East Central University

M. Ed, Library Media
December 2019
GPA: 4.0/4.0

Oklahoma Baptist University

BS. Ed., Secondary English
May 2012
GPA: 3.7/4.0

Work Experience

Librarian, Secondary

Middle and High School – North Rock Creek Public Schools

- Curriculum development and supplementation
- Collection curation and development
- Technology assistance and implementation specialist

August 2019– Present

Educator, 7th and 8th Grade ELA, English I, Pre AP English I

Middle and High School – North Rock Creek Public Schools

- Organizing and creating appropriate lesson plans and goals
- Monitoring and managing classroom procedures and behavior

August 2017– May 2020

Curriculum Resource Writer

Oklahoma State Department of Education

- Writing objective analyses for 9th-12th grade ELA OAS standards
- Collaborating with peers to create better teaching practice for OAS standards

April 2018– November 2018

Educator, English I, English II, Pre AP English II

Bethel High School – Bethel Public Schools

- Developed original Pre AP program for 10th grade students
- Collaborated with grade level History and Science teachers to make cross-curricular assignments
- Consistent 85%-95% pass rate for 10th grade English II EOI/OCCT

August 2012– May 2017

Educator, English Language Arts

Alternative Education Program – Bethel Public Schools

- Worked with students grades 7-12 seeking an alternative way to earn high school credits

August 2016– May 2017

Licenses and Endorsements

Oklahoma Teacher Certification

English, 5-12th grades
Library Media Specialist

May 2012 (Renewed 2017)

References

Chad Brooking

North Rock Creek High School

Current supervisor; co-worker while at Bethel High School
Work Number: 405-275-3473
Email: cbrooking@nrchs.org

Principal

Blake Moody

North Rock Creek Public Schools

Superintendent
Work Number: 405-275-3473
Email: bmoody@nrchs.org

Superintendent

Awards and Memberships

POE Junior High Merit Award Winner

2019

Oklahoma Library Association

2019-Present

American Association of School Libraries

2019-Present

Professional Oklahoma Educators

2012-Present

Other Teaching/Education Experience

Intermediate Sequoyah Reading Team Member

Oklahoma Baptist University

2020-2023

OAS ELA Draft Review Committee Member

Oklahoma State Department of Education

Fall 2020

Presenter/Speaker (Mental Health YA)

Oklahoma Librarians Association Annual Conference

July 2020

Mentor Teacher (Student Teacher in Classroom)

Oklahoma Baptist University

Spring 2018

Guest Speaker (Student Teaching Seminar)

East Central University, OK

November 2017

Designer/Developer

TeachersPayTeachers.com

June 2017-Present

Community and School Involvement

Friends of the Library Board

Pioneer Library, Shawnee

2020-Present

Prof. Dev. Committee President

Bethel High School

2013-2017

Poetry Out Loud Coordinator

North Rock Creek

2019-Present

The Posted Paw Newspaper Advisor

Bethel High School

2013-2017

POE Building Coordinator

North Rock Creek

2019-Present

Poetry Out Loud Coordinator

Bethel High School

2012-2017

Student Council Advisor

North Rock Creek

2018-Present

Creative Writing Teacher/Tutor

Mandi MacDonald Writing Workshops

2016-Present

Freshman Sponsor

North Rock Creek High School

2018-2020

College Lifegroup Leader

Heritage Church

2014-2020

HS Planning, Development Team

North Rock Creek

2018-2019

Kids' Church Teacher

Heritage Church

2014-Present

OETT Grant Leadership Team

North Rock Creek Middle School

2017-2019

Women's Ministry Team Leader

Heritage Church

2015-2018

Class of 2018 Sponsor

Bethel High School

2014-2017

Sunday School Teacher

Heritage Church

2016-2018

Date 7/27/2020 Time 2:48 pm

CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Daniel MATTHEWS</u>	Application Date: <u>7-27-2020</u>
Address: <u>4704 Kellye Green Shawnee OK 74804</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-573-5752</u>	Email: <u>danielmatthews80@yahoo.com</u>
Profession: <u>Executive Director</u>	
Business Name: <u>Community Market of Pottawatomie County</u>	
Business Address: <u>Po Box 1654 Shawnee OKLA 74802</u>	
Business Phone: <u>405-788-4557</u>	Fax: <u>N/A</u> Email: <u>dmatthews@ourcommunitymarket.org</u>

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 35 years in city limits - 38 years in county

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I love this city & believe we are positioned for positive change if we capitalize on current opportunities. I believe we are at a critical place where we can design this city for the next generation. I want to create a city where business thrives & is attractive for young families to put down roots.
 What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?
I have experienced city government & process as a member of the planning commission. I worked extensively on the new comprehensive plan, and am prepared to help execute that vision. My background as a VP of Finance & now CEO have helped me grow as a leader.

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

Board member - United Way, Board Member - Kiwanis club, Letter
Carriers Food Drive, Little Olympics, Legacy Parenting volunteer & supporter

List education, including degree(s) earned:

Bachelors Degree - Major - Church Ministry - Family of Faith Chr. University
Masters Degree - Public Administration - In Progress

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

Yes - Planning Commission of Shawnee, OK - 2 1/2 years. Currently
the chairman of that commission.

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Kathy Laster	community partner	405-570-7264
Joe Ford	friend / project partner	405-213-6555
Casey Bell	Banker	405-443-9559

PLEASE READ CAREFULLY:

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

Signature  Date: 7-27-2020

Applicants are encouraged to include a letter of interest and/or resume with this application.

Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org



CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Robert L. Morris</u>	Application Date: <u>29 July 2020</u>
Address: <u>1307 Windsor pl. Shawnee, OK 74804</u>	
Mailing Address: <u>Same as above</u>	
Daytime Phone: <u>405-215-4696</u>	Email: <u>FTBLL57@AOL.COM</u>
Profession: <u>Aviation Mechanic</u>	
Business Name: <u>Tinker AFB</u>	
Business Address: <u>Midwest City 73110</u>	
Business Phone: <u>N/A</u>	Fax: <u>—</u> Email: <u>N/A</u>

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 40 years

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

To move my Ward and the whole of Shawnee into
future endeavors that would benefit us all.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

a willingness to ~~learn~~ learn and/or change my mind on any ~~prev~~
preconceived biases with all facts taken into consideration; • an
understanding of, listening to, and conveying the actual wishes
of my Ward and the public as a whole; • the ability to put the
citizens of Shawnee and the law therein ahead of any
personal bias; • a willingness to always invite citizens
feedback, whether pro or con, on any issues or plans that
Shawnee may face

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

Shawnee Masonic Lodge #107

List education, including degree(s) earned:

FAA A&P license for over 17yrs

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

NO

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Shanelly Lynn Yates	friend	405-306-6411
Molly Neikes	friend	405-915-5521
Andrea Koepke	friend	405-788-6194

PLEASE READ CAREFULLY:

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

Signature Robert J. Moon Date: 29 July 2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Date 7/23/2020 Time 8:00am

CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Chris M Odneal</u>	Application Date: <u>07/22/2020</u>
Address: <u>1503 N Broadway 74804</u>	
Mailing Address: _____	
Daytime Phone: <u>405-777-7622</u>	Email: <u>chrisodneal@gmail.com</u>
Profession: <u>Systems Analyst</u>	
Business Name: <u>GO Consulting Services</u>	
Business Address: <u>105 N Union STE 900 74801</u>	
Business Phone: <u>405-214-6090</u>	Fax: _____ Email: _____

Do you live within Ward 1 of the City of Shawnee? ☒ Yes or No (please circle)

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

How many years have you lived in Shawnee? 3 in Pottawatomie County since 1998

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I want to serve my community and help make Shawnee an even better place to live.

My goal is to make sure that Shawnee Citizens can live a safe and health life in Shawnee.

I am excited to raise my kids here and want to help build a bright future for Shawnees' youth.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I have run GO Consulting Services for the last 13 years.

I was on the Downtown Shawnee Board in 2008

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

List education, including degree(s) earned:

Associates Degree Seminole State college

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

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Bradley Carter	Colleague and Friend	405-808-0963
Liz Fogarty	Friend	405-990-6561
Randy Thomason	Professional	405-6596798

PLEASE READ CAREFULLY:

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

Signature Chris M Odneal Date: 07/22/2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org



CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Steve Palmer</u>	Application Date: <u>7/21/2020</u>
Address: <u>105 W. Midland</u>	
Mailing Address: <u>Same</u>	
Daytime Phone: <u>405-481-6313</u>	Email: <u>neighboring101@gmail.com</u>
Profession: <u>Non Profit Director</u>	
Business Name: <u>Neighboring 101 Inc.</u>	
Business Address: <u>126 S. Center Shawnee OK 74801</u>	
Business Phone: <u>Same</u>	Fax: <u>None</u> Email: <u>Same</u>

Do you live within Ward 1 of the City of Shawnee? ☒ (Yes) or No (please circle)

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

How many years have you lived in Shawnee? 25 years

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I want to be involved in working more strategically with fellow citizens in Shawnee.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

I believe we need to come together more effectively as a community. My skills are relevant to developing more cooperation from both individuals + organizations.

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

Kiwanis, I work as a volunteer with Community Renewal, Shawnee Housing Authority, Attend Life Church.

List education, including degree(s) earned:

Edmond High School - Graduated 1976, OSU Graduated 1980 Business Admin.

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

I have not served on any city boards.

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
<i>Bill Mecke</i>	<i>Friend</i>	<i>405-919-4530</i>
<i>Tiffany Walker</i>	<i>Friend</i>	<i>405-434-9420</i>
<i>Ryan Brooks</i>	<i>Co Worker</i>	<i>405-802-8318</i>

PLEASE READ CAREFULLY:

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

Signature *Steve Pahr* Date: *7/21/2020*

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org

Steve Palmer

105 W. Midland, Shawnee, Ok. 74804

405-481-6313

Neighboring101@gmail.com

Mayor Bolt and the entire City Commission of Shawnee Ok.,

My name is Steve Palmer and I am submitting my application for the City Commission Seat representing Ward 1 here in Shawnee. For the past 5 ½ years as I have worked here locally in non profit work with Neighboring 101 I have had the opportunity to be involved with a large part of our community working with both individuals and organizations and it has given me a wonderful perspective on different aspects of our community. I would like to take what I have learned and put it into action on the city commission of Shawnee.

Thank you for considering my application for this position because I believe if I am appointed I can see how it will be a wonderful opportunity for me personally. The window of opportunity Shawnee finds itself presented with at this time is pivotal for our future success as a thriving community and anything I can do to empower our community to work together more effectively is a task that I am excited to engage in.

Thanks to each of you for the difference you are making,

Steve Palmer

Date 7/30/2020 Time 2:40 pm

CITY COMMISSION
WARD 1
APPLICATION TO SERVE

Boards, Committees, and Commissions

Name: <u>Lindie VanAntwerp</u>	Application Date: <u>7/30/2020</u>
Address: <u>1811 N Bell Ave</u>	
Mailing Address: <u>1811 N Bell Ave., Shawnee, OK 74804</u>	
Daytime Phone: <u>(405) 585-8314</u>	Email: <u>lindie.vanantwerp@gmail.com</u>
Profession: <u>Director of Membership</u>	
Business Name: <u>Shawnee Forward</u>	
Business Address: <u>231 N. Bell Ave., Shawnee, OK 74801</u>	
Business Phone: <u>(405) 273-6092</u>	Fax: _____ Email: <u>lindie@shawneeforward.com</u>

Do you live within Ward 1 of the City of Shawnee? Yes or No (please circle)

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

How many years have you lived in Shawnee? 5 years in Ward 1

Why are you interested in serving as Ward 1 Commissioner on the City Commission?

I am interested in serving as Ward 1 Commissioner because I strive everyday to make Shawnee a better place to work, live and grow. My family has resided in Shawnee since the 1920's. I want to serve so future generations will be afforded even greater opportunities and love this City like I do.

What will make you a good Commissioner and what skills or knowledge do you have that would be relevant to this Commission?

The skills and knowledge I have acquired throughout my many world travels, professions, and service as an Army spouse will serve me well if I am chosen to fill the Ward 1 slot. I am resilient, unwavering and committed to making hard decisions for the betterment of my community. It would be an honor to serve beside the current Commissioners.

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

American Red Cross, Mutt Misfits Animal Rescue Society

List education, including degree(s) earned:

Associate's Degree in Art from Rose State College.

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

No. I have never served on a City-appointed board.

Please include up to three personal or professional references:

Name:	Relationship:	Phone Number:
Casey Bell	Board Member	(405) 443-9559
Cami Engles	Friend	(405) 312-6151
Bill Haselwood	Friend	(405) 765-3036

PLEASE READ CAREFULLY:

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

Signature Lindie VanAntwerp Date: 7/30/2020

Applicants are encouraged to include a letter of interest and/or resume with this application.
Thank you for your interest in serving the City of Shawnee.

Send application for to:

Shawnee City Clerk
16 W. 9th Street / P.O. Box 1448
Shawnee, OK 74802
Phone: (405) 878-1604
Fax: (405) 878-1581
CityClerk@ShawneeOK.org