

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

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the May 16, 2022 regular meeting.
 - b. Acknowledge the following minutes:
 - Community Service Contract Review Committee Minutes from the May 13, 2021 meeting
 - Senior Citizens of Shawnee Board Minutes from the October 12, 2021, November 9, 2021, December 14, 2021, February 8, 2022, and March 8, 2022 regular meetings
 - c. Acknowledge Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Robert Clem.
 - d. Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.
 - e. Acknowledge the resignation of Cody Deem from the Planning Commission.
 - f. Mayor's Appointments:

Airport Advisory Board

Larry Briggs 1st Full Term Expires: July 1, 2025
Replaces Barry Fogerty – Term Expired (Effective July 1, 2022)

Colton Crowder 1st Full Term Expires: July 1, 2025
Replaces John Klaser – Term Expired (Effective July 1, 2022)

Cody Smithson 1st Full Term Expires: July 1, 2025
Replaces James Smith – Term Expired (Effective July 1, 2022)

Shawnee Urban Renewal Authority

Jamelle Payne 1st Partial Term Expires: February 2, 2024
Replaces Crista Blue – Resigned

Zoning Board of Adjustments

Holly Gordon 1st Full Term Expires: June 1, 2025
Reappointment

- g. Acceptance of right-of-way utility easements for the Cammack Street Sewer Project, from the following:

1. Bergen Real Estate, LLC, parcel one
2. Bergen Real Estate, LLC, parcel two
3. Keller Enterprises, Inc.
4. Harmony Holding, LLC
5. William T. Brandon
6. Bridge Investment Group, LLC
7. Bill McCoin
8. 1803 N. Harrison, LLC

- h. Lake Lease Transfer:

TRANSFER:

Lot 8 Magnino A Tract, 17230 Magnino Road
From: Terry Farris
To: Brian Eugene Hughes

3. Presentation by Animal Control to present the Pet of the Week.
4. Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.
5. Consideration of the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the action of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.
6. Consideration of a Boundary Adjustment for City of Shawnee Outdoor Warning Sirens.
7. Consideration of a Resource Center Memorandum of Understanding with Shawnee Rescue Mission.
8. Consideration of an appeal of an Administrative Order regarding property located at 528 North Cleveland Avenue.
9. Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 7, "Buildings and Building Regulations"; and providing for severability, codification, and repealer.

10. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending Chapter 7, "Buildings and Building Regulations".
11. Consideration of a resolution updating the City Fee Schedule by setting the monthly rates and fees for solid waste services pursuant to Subsection (a), Section 23-38, Article II, Chapter 23 of the City Code; and providing for the readoption of the City Fee Schedule in whole.
12. Administrative Reports:
 - a. Fire Department Staffing – Andrea Weckmueller-Behringer, City Manager
 - b. Santa Fe Depot – Rian Harkins, Community Development Director
13. New Business
(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
14. Commissioners Comments
15. Adjournment

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 06/06/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 16, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS

MAY 16, 2022 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, May 16, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 5:39 p.m. on May 12, 2022. Mayor Bolt presided and Miss Lora Nichols called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Absent
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Travis Flood

INVOCATION

Commissioner Daniel Matthews

FLAG SALUTE

AGENDA ITEM NO.1:

Presentation of Certification of Recognition to the Gordon Cooper Technology Center - Robotics Team.

Mayor Bolt presented a Certificate of Recognition to Robert Farris, Gordon Cooper Technology Center Superintendent and members of the Robotics Team.

AGENDA ITEM NO. 2:

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

Mr. Rob Morris, Mr. Joey Ward, and Mr. Rick Young spoke during Citizens Participation.

AGENDA ITEM NO. 3:

Consider approval of Consent Agenda:

- a. Minutes from the May 2, 2022 regular meeting.

- b. Acknowledge the following minutes and reports:
- Planning Commission Minutes from the April 6, 2022 regular meeting
 - Shawnee Urban Renewal Authority Minutes from the November 3, 2020 meeting
 - License Payment Report for April 2022
 - Project Payment Report for April 2022
- c. Mayor's Appointments:
- Shawnee Beautification, Parks, and Recreation Committee
Vicki Winters 1st Full Term Expires: May 1, 2025
Appointment to newly created board
- Shawnee Library Board
Jordan Parsons 1st Full Term Expires: June 30, 2025
Reappointment
- d. Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2022-2023.
- e. Acknowledge the Management Agreement with Global Spectrum, LP d/b/a Spectra Venue Management for Fiscal Year 2022-2023 for management services of the Heart of Oklahoma Exposition Center.
- f. Approve renewal of the following agreements for Fiscal Year 2022-2023:
- 1) Agreement with REACT Ambulance Authority for dispatch services.
 - 2) Agreement with the Independent School District North Rock Creek for police services.
 - 3) Agreement with Pioneer Library for library services, facilities, and maintenance.

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

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

NAY: None

AGENDA ITEM NO. 4:

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

Animal Control Officers Brandi Spoon and Shelby Bowen introduced Zeus, a male canine. The Animal Shelter currently has twenty-nine (29) dogs and six (6) cats.

AGENDA ITEM NO. 5:

Mayor's Proclamations:

"Avedis Foundation Health Week"
May 21-27, 2022

Ms. Kathy Laster, President/CEO of Avedis Foundation, along with several supporters, accepted the Mayor's Proclamation for "Avedis Foundation Health Week" from Mayor Bolt.

AGENDA ITEM NO. 6:

Presentation of the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.

Andrea Weckmueller-Behringer, City Manager, presented the proposed budget for Fiscal Year 2022-2023.

AGENDA ITEM NO. 7:

Consideration of an Addendum to the Agreement for Administration of the Sales Tax Resolution for the City of Shawnee with the Oklahoma Tax Commission.

Jacob Bussell, Assistant Finance Director, explained this agreement is for the Oklahoma Tax Commission to serve as the collection agent of the City of Shawnee for occupancy surcharge.

A motion was made by Commissioner Sehorn, seconded by Vice Mayor Rutherford, to approve an Addendum to the Agreement for Administration of the Sales Tax Resolution for the City of Shawnee with the Oklahoma Tax Commission. Motion carried 6-0.

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

AGENDA ITEM NO. 8:

Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 5 – "Animals", Section 5-7 "Keeping Fowl", of the City Code regulating the keeping of fowl and chickens for personal use within city limits; and also providing for severability, codification, and repealer.

Seth Barkhimer, City Engineer, explained this item designates the Permitting Office as responsible party for collecting the fee and sets the fee per the City Fee Schedule.

A motion was made by Vice Mayor Rutherford, seconded by Commissioner Engles, to approve an ordinance of the City of Shawnee, Oklahoma amending Chapter 5 – "Animals", Section 5-7 "Keeping Fowl", of the City Code regulating the keeping of fowl and chickens for personal use within the city limits; and also providing for severability, codification, and repealer.

Ordinance No. 2756NS was introduced.

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 5 – “ANIMALS”, SECTION 5-7 “KEEPING FOWL”, OF THE CITY CODE REGULATING THE KEEPING OF FOWL AND CHICKENS FOR PERSONAL USE WITHIN CITY LIMITS; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2756NS was adopted by the City Commission.

AGENDA ITEM NO. 9:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma relating to Chapter 5 – “Animals” of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Seth Barkhimer, City Engineer, explained this resolution is a companion item to Agenda Item No. 8. This resolution includes the permit in the City Fee Schedule.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma relating to Chapter 5 – “Animals” of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Resolution No. 6659 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA RELATING TO CHAPTER 5 – “KEEPING FOWL”, OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 10:

Public hearing and consideration of an ordinance to rezone property located at 33909 Lake Road from A-1 (Rural Agricultural District) to RE (Residential Estates District). Case No. RZ05-22, Applicant: Gerald and Linda Nowlin.

Rachel Clyne, City Planner, explained the proposed ordinance is to rezone property located at 33909 Lake Road. Staff and the Planning Commission recommend approval of this item.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 33909 Lake Road from A-1 (Rural Agriculture District) to RE (Residential Estates District). Mr. Gerald Nowlin appeared in favor of said rezoning. Mr. Gary Ticer spoke against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve the ordinance rezoning property located at 33909 Lake Road from A-1 (Rural Agriculture District) to RE (Residential Estates District).

Ordinance No. 2757NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: THE EAST 30.00 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED BY CHARLES REED ON MAY 30, 2021 AS COMMENCING AT THE NORTHEAST CORNER (NE/C) OF THE NORTHEAST QUARTER (NE/4) OF SAID SECTION 23; THENCE S89°35'05"W ALONG THE NORTH LINE OF SAID N/2 NE/4 A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING, THENCE S00°27'56"E A DISTANCE OF 1317.73 FEET TO A POINT ON THE SOUTH LINE OF SAID S/2 NE/4; THENCE S89°30'21"W ALONG SAID SOUTH LINE A DISTANCE OF 688.86 FEET; THENCE N00°29'49"W A DISTANCE OF 1318.68 FEET TO A POINT ON THE NORTH LINE OF SAID N/2 NE/4, THENCE N89°35'05"E ALONG SAID NORTH LINE A DISTANCE OF 689.58 FEET TO THE POINT OF BEGINNING; FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO RE (RESIDENTIAL ESTATES DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2757NS was adopted by the City Commission.

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located on approximately 8.79 acres north of West MacArthur Street and east of Acme Road from R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development). Case No. PUD01-22, Applicant: J. Bentley Investments, LLC represented by Grubbs Consulting, LLC.

Rachel Clyne, City Planner, explained the applicants have requested a deferral to the June 1, 2022 Planning Commission meeting. Staff and the Planning Commission recommend the deferral.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to defer the item to a future City Commission meeting. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 12:

Public hearing and consideration of an ordinance to rezone property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-1 (Single-Family Residential District) with a Conditional Use Permit (CUP). Case No. CUP03-22, Applicant: Steven and Gloria Barnett. (Deferred from the April 18, 2022 City Commission meeting.)

Rachel Clyne, City Planner, explained the Conditional Use Permit (CUP) would allow an accessory dwelling unit on the property. Staff and the Planning Commission recommend approval of this rezoning, with conditions.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-1 (Single-Family Residential District) with a Conditional Use Permit (CUP). Mr. Steven Barnett appeared in favor of said rezoning. No one appeared against said rezoning. The public hearing was closed.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve the ordinance rezoning property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-1 (Single-Family Residential District) with a Conditional Use Permit (CUP), with the following conditions:

1. The property owner must reside in either the principal structure or the ADU.
2. Only one ADU is allowed per lot in conjunction with a single-family house. ADUs are not allowed in conjunction with duplexes, triplexes, or multifamily dwelling units.
3. An instrument shall be recorded with the register's office covenanting that the structure is being established as an accessory dwelling unit and may only be used under the conditions expressed herein.
4. The ADU may only be located in the established rear yard.
5. The living space of the ADU shall not exceed 900 square feet.
6. The footprint of a single-story detached accessory dwelling shall not exceed 50 percent of the first-floor area of the principal structure.
7. The footprint of a two-story detached accessory dwelling shall not exceed 40 percent of the first floor of the principal structure.
8. ADUs with a second-story dwelling unit shall enclose the stairs interior to the structure.
9. The ADU shall be of similar style, design, and material color and used for the principal structure and shall use similar architectural characteristics, including roof form and pitch, to the existing principal structure.
10. A home occupation shall not be based out of the ADU.
11. The ADU must provide, at minimum, one off-street parking space.
12. A separate driveway providing exclusive access to the ADU shall not be allowed.
13. The lot area shall be larger than 10,000 square feet.
14. A building permit shall be issued prior to construction.
15. The ADU shall not serve as a residential use until a Certificate of Occupancy is issued.
16. The subject property must be rezoned to R-2 (Medium Density Residential) within 90 days of City Commission approval of the CUP. (See associated case RZ06-22 on the agenda for this meeting).

Ordinance No. 2758NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY (20), REMINGTON-BEARD ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST 500 FEET; THENCE SOUTH 232.50 FEET; THENCE EAST 500 FEET; THENCE NORTH 232.50 FEET TO THE POINT OF BEGINNING; FROM ZONING CLASSIFICATION R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) WITH A CONDITIONAL USE PERMIT (CUP) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

Motion carried 6-0.

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

NAY: None

Ordinance No. 2758NS was adopted by the City Commission.

AGENDA ITEM NO. 13:

Public hearing and consideration of an ordinance to rezone property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). Case No. RZ06-22, Applicant: Steven and Gloria Barnett.

Rachel Clyne, City Planner, explained this is a companion item to Agenda Item No. 12. One of the conditions of the Conditional Use Permit (CUP) is to rezone the property to R-2 (Medium Density Residential District). Staff and the Planning Commission recommend approval of this rezoning.

Mayor Bolt declared a public hearing in session to consider an ordinance to rezone property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). No one appeared in favor or against said rezoning. The public hearing was closed.

A motion was made by Commissioner Matthews, seconded by Engles, to approve the ordinance rezoning property located at 1717 East Remington Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

Ordinance No. 2759NS was introduced.

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT TWENTY (20), REMINGTON-BEARD ADDITION, TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF; THENCE WEST 500 FEET; THENCE SOUTH 232.50 FEET; THENCE EAST 500 FEET; THENCE NORTH 232.50 FEET TO THE

POINT OF BEGINNING; FROM ZONING CLASSIFICATION R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-2 (MEDIUM DENSITY RESIDENTIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.
Motion carried 6-0.

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

Ordinance No. 2759NS was adopted by the City Commission.

AGENDA ITEM NO. 14: Acknowledge monthly Sales Tax and Budget Reports.

Assistant Finance Director Jacob Bussell reported sales tax is up \$3,401,877.00, or 17.01%, over the projected budget year-to-date. He stated that use tax collections are up approximately \$607,877.00, or 26.45%, over the projected budget year-to-date.

AGENDA ITEM NO. 15: Administrative Report(s):

- a. Shawnee Homeless Program Update – Erika Gentry, Homeless Program Coordinator

Homeless Program Coordinator Erika Gentry provided an update on the Shawnee Homeless Program.

- b. Shawnee Twin Lakes Police Patrol – Mason Wilson, Police Chief

Police Chief Mason Wilson provided a presentation on the Shawnee Twin Lakes Police Patrol.

AGENDA ITEM NO. 16: 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. 17: Commissioners Comments

The Commissioners thanked Staff for the preliminary budget presentation.

Commissioner Sehorn spoke regarding the sales tax report, rezoning RZ05-22, and the Homeless Program.

Commissioner Engles thanked Staff for the provided presentations.

Commissioner Matthews spoke regarding the Gordon Cooper Technology Center Robotics Team, Shawnee Twin Lakes progress, and the upcoming Santa Fe Depot meetings.

Mayor Bolt spoke regarding the administrative reports and the homelessness progress.

AGENDA ITEM NO. 18:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:45 p.m.)

ED BOLT, MAYOR

ATTEST:

KACIE ECK, CMC, SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 06/06/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes:

- Community Service Contract Review Committee Minutes from the May 13, 2021 meeting
 - Senior Citizens of Shawnee Board Minutes from the October 12, 2021, November 9, 2021, December 14, 2021, February 8, 2022, and March 8, 2022 regular meetings
-

Attachments

Community Service Contract Review Committee

Senior Citizens of Shawnee Board 10-2021

Senior Citizens of Shawnee Board 11-2021

Senior Citizens of Shawnee Board 12-2021

Senior Citizens of Shawnee Board 02-2022

Senior Citizens of Shawnee Board 03-2022

COMMUNITY SERVICE CONTRACT REVIEW COMMITTEE
MEETING MINUTES
MAY 13, 2021
3:00 P.M.

COMMITTEE MEMBERS
IN ATTENDANCE:

Ed Bolt
Darren Rutherford
Ray Belford
Ken McDowell
Erica Bass

COMMITTEE MEMBERS ABSENT
AT ROLL CALL:

None

Chairman Bolt called the meeting to order at 3:02 p.m. with all committee members in attendance.

Agenda Item No. 1: Declaration of a Quorum

Roll was called and a quorum was declared.

Agenda Item No. 2: Discussion, consideration, and possible action regarding a contract with Safe Events for Families for Fiscal Year 2021-2022. *(Deferred from the May 6, 2021 Community Service Contract Review Committee meeting.)*

Discussion was held among the board regarding the requested funding, financial audits, right of inspection of documents, and other options for hosting community events. Save Events for Families President, Dell Kerbs, was present to answer questions from the board. Chance Allison, City Manager, advised of the City's financial abilities to fund this organization.

A motion was made by McDowell to renew the contract with Safe Events for Families for Fiscal Year 2021-2022 up to \$70,000.00, seconded by Belford who added a friendly amendment of modifications to Section 3.B. to clarify the individual to review invoices for approval of payment. Motion failed 2-3.

AYE: McDowell, Belford

NAY: Bass, Bolt, Rutherford

A motion was made by Bass, seconded by McDowell, to renew the contract with Safe Events for Families for Fiscal Year 2021-2022 for six months, funding up to \$30,000.00 with modifications to Section 3.B. to clarify the individual to review invoices for approval of payment.

Bass made a motion for a friendly amendment to increase the funding to \$40,000.00, Rutherford seconded the amendment. Motion carried 5-0.

AYE: Bass, Rutherford, McDowell, Bolt, Belford

NAY: None

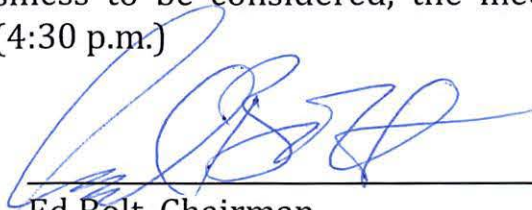
A motion was made by Belford, seconded by McDowell, to remove the audit requirement from Section 7 of the contract and add a right of inspection by the City Manager, or their designee to the contract. Motion carried 5-0.

AYE: Belford, McDowell, Bass, Bolt, Rutherford

NAY: None

Agenda Item No. 3: Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (4:30 p.m.)



Ed Bolt, Chairman

Attest:



Kacie Eck, Secretary



Office of the Recreation Manager

Meeting Minutes
Senior Citizens of Shawnee Board
Tuesday, October 12, 2021 9:30 a.m.
Shawnee Senior Recreation Center

		Present	Absent
Chairman	Wanda Hill	<u> x </u>	<u> </u>
Vice Chair	John Belzer	<u> x </u>	<u> </u>
Secretary	Ann Dowdy	<u> x </u>	<u> </u>
Member	Phyllis Croswell	<u> x </u>	<u> </u>
Member	Bobbi Gaglia	<u> </u>	<u> x </u>
Member	Bill Haley	<u> x </u>	<u> </u>
Member	Albert Rice	<u> x </u>	<u> </u>
Member	Shirley Gregory	<u> x </u>	<u> </u>
Member	(empty)	<u> </u>	<u> </u>
City Commissioner	Ben Salter	<u> </u>	<u> x </u>
City Staff	Kerri Foster	<u> </u>	<u> x </u>
City Staff	Amy Riggins	<u> x </u>	<u> </u>
City Staff	Brad Schmidt	<u> x </u>	<u> </u>

AGENDA NO 1 Call to Order

Meeting was called to order by Vice Chair John Belzer at 9:32. (Chair Wanda Hill was running late, but joined the meeting at 9:45.)

AGENDA NO 2 Roll call and Declaration of a Quorum

A quorum was declared.

AGENDA NO 3 Approval of previous minutes

Phyllis Croswell (Shirley Gregory) made a motion to approve minutes. Motion carried.

AGENDA NO 4 Staff and Programming Updates

Amy Riggins presented board with October activity calendar and pointed out the new Board Game Day beginning October 15. This might be added in the future on non-Bingo Fridays.

AGENDA NO 5 Senior Fitness Classes and Title III Grant Updates

Amy Riggins provided an attendance report for both fitness classes and general center. Fitness classes continue to grow. Overall center participation is now back to that of pre-pandemic levels.

AGENDA NO 6 Discussion of Progress on Board Goals and Objectives

Albert Rice provided a brief report from the subcommittee on a possible calling program, including an outline of how calls can be completed. After general discussion outlining how the program can benefit seniors and avoid any potential misunderstandings, Albert brought a recommendation from the subcommittee that the program be granted a trial period. The board approved. Amy Riggins will provide a list of approximately 25 names for the trial period. She also indicated one of the front desk volunteers, Janice Orlauski, would like to serve as the liaison to the board for the calling program.

AGENDA NO 7 Discussion and action on Pottawatomie County Senior one/cent sales tax purchases

Wanda Hill provided a report on the meeting. Each center gave an update on their operations.

Amy Riggins brought a proposal for the board to request \$6,050 to be used to pay Angie Kelly as a fitness instructor to continue some of the fitness classes not funded by the Title III grant. This amount would be used from November 1, 2021-June 30, 2022. (The total amount was determined at \$28 per class, 6 classes per week, for 36 weeks.) Shirley Gregory made a motion (Albert Rice) to accept this proposal. The motion carried.

AGENDA NO 8 New Business

There was no new business.

Adjournment: Meeting was adjourned at 10:12 a.m.

Date November 9, 2021

Chairman Wanda Hill



Office of the Recreation Manager

Meeting Agenda
Senior Citizens of Shawnee Board
Tuesday, November 9, 2021 9:30 a.m.
Shawnee Senior Recreation Center

		Present	Absent
Chairperson	Wanda Hill	<u> P </u>	<u> </u>
Vice Chair	John Belzer	<u> </u>	<u> A </u>
Secretary	Ann Dowdy	<u> P </u>	<u> </u>
Member	Phyllis Croswell	<u> P </u>	<u> </u>
Member	Bobbi Gaglia	<u> </u>	<u> A </u>
Member	Bill Haley	<u> P </u>	<u> </u>
Member	Albert Rice	<u> P </u>	<u> </u>
Member	Shirley Gregory	<u> P </u>	<u> </u>
Member		<u> </u>	<u> A </u>
City Commissioner	Ben Salter	<u> </u>	<u> </u>
City Staff	Kerri Foster	<u> P </u>	<u> </u>
City Staff	Amy Riggins	<u> P </u>	<u> </u>
City Staff	Brad Schmidt	<u> P </u>	<u> </u>

AGENDA NO 1 **Call to Order9:30 AM**

AGENDA NO 2 **Roll call and Declaration of a Quorum A Quorum present.**

AGENDA NO 3 **Approval of previous minutes**

Minutes were approved.

AGENDA NO 4 Guest Speakers regarding Local Services:

Captain Stacey Connelly, Salvation Army

John Cobb, COEDD AAA Director

Captain Connelly gave information about volunteering at the S.A.

John Cobb gave information on what programs are the the 65 and up and benefit

Looking into and gave a COEDD Resource directory to each board member.

AGENDA NO 5 Senior Fitness Classes and Title III Grant Updates

Beginning this month Angie Kelley will be the Part time Fitness Coordinator.

Are looking for a part time Recreation Aid

A new Snooker table was donated

Will be relocating our fitness classes from back in the back to the recreation room because there is wood floor that is much better in teaching group fitness classes on

It will be called our fitness studio.

AGENDA NO 6 Pottawatomie County Senior One/Cent Sales Tax Purchases Update

Shawnee is the only Project Heart that is not open .Brad Schmidt addressed this. There have been some issues at the Community Center with the sewer line. Tecumseh will prepare the meals and the drive thru here in Shawnee.

Ice maker is probably on a ship somewhere.

AGENDA NO 7 Discussion of Progress on Board Goals and Objectives

Albert Rice gave information that we will be given to to call. There will be a Script to use.

AGENDA NO 8 New Business

Amy mental health Amy's attempts to contact a professional who could come to talk to us has not been successful. If we could find a person who is a licensed professional and would would want to come and offer those services, we could find the space to do that.

AGENDA NO 9 Adjournment: Moved to Adjourn by SG and seconded by BG Roll call .

Meeting was adjourned at 10:30 a.m

Date 12/14/2021

Chairman John Belzer

Date _____

Chairman _____



Office of the Recreation Manager

MEETING MINUTES
Senior Citizens of Shawnee Board
Tuesday, December 14, 2021 9:30 a.m.
Shawnee Senior Recreation Center

		Present	Absent
Chairperson	Wanda Hill	_____	__X__
Vice Chair	John Belzer	__X__	_____
Secretary	Ann Dowdy	__X__	_____
Member	Phyllis Croswell	__X__	_____
Member	Bobbi Gaglia	_____	__X__
Member	Bill Haley	__X__	_____
Member	Albert Rice	__X__	_____
Member	Shirley Gregory	__X__	_____
Member		_____	_____
City Commissioner	Ben Salter	__X__	_____
City Staff	Kerri Foster	__X__	_____
City Staff	Amy Riggins	__X__	_____
City Staff	Brad Schmidt	__X__	_____

AGENDA NO 1 Call to Order

AGENDA NO 2 Roll call and Declaration of a Quorum

The Meeting was called to order at 9:30 by John Belzer All were in attendance except Wanda Hill and Bobbi Gaglia

AGENDA NO 3 Approval of previous minutes

The minutes were approved

AGENDA NO 4 Approval of 2022 Schedule of Meetings

The 2022 Schedule of Meetings was approved

AGENDA NO 5 Senior Fitness Classes and Title III Grant Updates

Amy Riggins reported the Senior Fitness Classes continue to do well.

AGENDA NO 6 Pottawatomie County Senior One/Cent Sales Tax Purchases Update

AGENDA NO 7 Discussion of Progress on Board Goals and Objectives

Albert Rice reported on the pilot calling program for Seniors who have not been attending the center regularly. He asked for board members to help make calls. The center has about 500 member names in their database, but not all are regular in attendance.

Amy Riggings added that Janice Orlauski, a volunteer and member of Angie's fitness class, agreed to help make phone calls to the 25 members on the pilot calling program list. She started a calling log with notes. Janice said that about a third of them answered the phone, and those who answered really appreciated the calls.

Point of information: 405-878-1528 is the number for the Senior Recreation Center.

AGENDA NO 8 New Business

Amy provided an update on staffing: They interviewed a person to be a part-time Recreation Aide, and the individual should be hired after the first of the year.

Point of information: The Recreation Department employs 3 part-time Rec Aides.

Shirley Gregory suggested an article about Pickle Ball with a picture attached.

Bobbi Gaglia has resigned as a board member. We will have two open spots and are accepting applications.

Adjournment: Meeting adjournment at 10:00 a.m.

Date 2/8/2022

Chairman John Belzer

SHAWNEE RECREATION

Office of the Recreation Manager

Meeting Agenda
Senior Citizens of Shawnee Board
Tuesday, February 8, 2022 9:30 a.m.
401 N. Bell, Shawnee, OK 74801

		Present	Absent
Chairman	John Belzer	<u> X </u>	<u> </u>
Vice Chair	Albert Rice	<u> X </u>	<u> </u>
Member	Ann Dowdy	<u> </u>	<u> X </u>
Member	Jeanni Pruitt	<u> X </u>	<u> </u>
Member	Bill Haley	<u> X </u>	<u> </u>
Member	Sally Murphy	<u> X </u>	<u> </u>
Member	Phyllis Croswell	<u> X </u>	<u> </u>
Member	Shirley Gregory	<u> X </u>	<u> </u>
Member	Anna Brown	<u> </u>	<u> X </u>
Member	Janice Orlauski	<u> X </u>	<u> </u>
City Commissioner	Ben Salter	<u> </u>	<u> X </u>
City Staff	Kerri Foster	<u> X </u>	<u> </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> X </u>	<u> </u>

AGENDA NO 1 Call to Order

John Belzer called the meeting to order at 9:32am.

AGENDA NO 2 Roll call and Declaration of a Quorum

Attendance was called. Listed above.

AGENDA NO 3 Approval of previous minutes

A motion to approve minutes was made by Phyllis Croswell, 2nd Albert Rice. Motion Passed.

AGENDA NO 4 Vote for new Chairperson (and/or Vice Chair)

A nomination and motion were made by Albert Rice for John Belzer to become Chair. The motion was 2nd-Phyllis Crosswell. Motion passed. A nomination and motion was made by John Belzer for Albert Rice to become Vice Chair, the motion was 2nd by Shirley Gregory. Motion Passed.

AGENDA NO 5 Pottawatomie County Senior One/Cent Sales Tax Purchases Update

Pott County Expenses were shared with the group provided by Amy Riggins, Recreation Facilities Supervisor. Amy described the portion of tax senior centers in our county receive each month. A spreadsheet was provided with current funding.

AGENDA NO 6 Staff and Program Updates

Amy Riggins shared with the board that Paige Minnich the part time Rec Aide worked her last day last week. A new position has been posted and available for any interested applicants. Amy also presented the senior programming calendar for the month of February. She also shared the inclement weather policy for members to share with others.

AGENDA NO 7 Update on Calling Program

Albert Rice and Janice Orlauski shared positive feedback in response to the calling program they are leading. They encouraged other board members to become involved as the seniors that were receiving the calls were very appreciative of the time and conversation.

AGENDA NO 8 Discussion on Board Goals and Objectives

John Belzer requested for board members to create a new list of goals for the board at the next meeting. No discussion further. A new agenda item to discuss next meeting was requested.

AGENDA NO 9 New Business

No new business.

Adjourned 9:56am Motion was made by Phyllis Crosswell and 2nd Albert Rice

Date 3/8/2022
Chairman John Belzer

SHAWNEE RECREATION

Office of the Recreation Manager

Meeting Minutes
Senior Citizens of Shawnee Board
Tuesday, March 8, 2022 9:30 a.m.
401 N. Bell, Shawnee, OK 74801

		Present	Absent
Chairman	John Belzer	<u> X </u>	<u> </u>
Vice Chair	Albert Rice	<u> X </u>	<u> </u>
Secretary	Ann Dowdy	<u> X </u>	<u> </u>
Member	Jeanni Pruitt	<u> X </u>	<u> </u>
Member	Bill Haley	<u> X </u>	<u> </u>
Member	Sally Murphy	<u> X </u>	<u> </u>
Member	Phyllis Croswell	<u> X </u>	<u> </u>
Member	Shirley Gregory	<u> X </u>	<u> </u>
Member	Janice Orlauski	<u> X </u>	<u> </u>
City Commissioner	Ben Salter	<u> X </u>	<u> </u>
City Staff	Kerri Foster	<u> </u>	<u> X </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>
City Staff	Brad Schmidt	<u> </u>	<u> X </u>

AGENDA NO 1 Call to Order

Meeting was called to order at 9:30 a.m.

AGENDA NO 2 Roll call and Declaration of a Quorum

Roll call was made and a quorum was declared. Attendance listed above.

AGENDA NO 3 Approval of previous minutes

Motion was made to approve the minutes by Phyllis Croswell, Seconded by Albert Rice.
Motion passed.

AGENDA NO 4 Update on Calling Program

Update on the Calling Program provided by Janice Orlauski and Albert Rice. It is going well and many are glad that we are calling. Amy suggested this program could go above what we are doing, perhaps to move the list to two different lists. One for current member who have not attended, and one for referrals of home bound individuals.

Phyllis volunteered to assist with this calling program, and others were encouraged to think about it.

AGENDA NO 5 Staff and Program Updates

Bill Haley reported on his Bible Study. The Bible Study is taught on Wednesday 10am and Friday 1pm at the Senior Recreation Center each week. Teaches the Bible from Genesis thru Revelations. When a person goes all of the way through the Bible, Bill gives a Certificate of Completion. He is writing a book and it is titled "I see a Gap and I am Standing in it". His classes are free.

Amy reported that the Recreation Department has hired a new person for the full-time position of Aquatic Coordinator. Her name is Sue Ellen Frerichs. She will be over Splash Water Park operations, safety trainings, and school-year programming. Kerri Foster continues as the Recreation Manager for the city, and now the department has 3 full-time staff.

The Senior Recreation Center has hired a new person for one of three Recreation Aide part-time positions. Her name is Jordan Sonsel, and she is a junior OBU student.

For Wellness Wednesday, a person from Belfair will be here on Wednesday March 1th to have a Fall Prevention. She will be here to answer questions about this.

Next Amy reported on the Transportation Survey for Pottawatomie County, conducted by Shawnee Forward. Deadline to complete the Transportation Survey is March 31st.

Amy reported that the Senior Recreation Center was awarded a Grant from the National Recreation and Parks Association. This will offer funds to allow for more instructor certifications, with perhaps allow for more Group Fitness Classes if funding can be secured for instructor pay.

New safety rules are now in effect at the entrance door. Due to security issues the center will be requiring an ID Card to enter the building.

AGENDA NO 6 Discussion and Brainstorming on Board Goals and Objectives

John Belzer recognized the new programs and renovation recently made in the whole building.

Shirley asked that we add Zoomba Dance class.

Amy explained the current funding challenges for adding new fitness classes and instructors.

Other suggestions include a Drumming class, new ceiling fans and exercise chairs in the Fitness Studio.

Explore more ways to get more people moving.

A question from Sally was about the flower garden in front of the center. If we can get help purchasing the flowers, Sally would be glad to help with the upkeep. Jeanni also volunteered to assist Sally.

AGENDA NO 7 Action on Board Goals and Objectives

No action taken.

AGENDA NO 8 New Business

No new business.

Motion was made to adjourn by Phyllis Croswell, Seconded by Shirley Gregory. Motion passed.

Date 5/10/2022

Chairman John Belzer

Regular Board of Commissioners

2. c.

Meeting Date: 06/06/2022

Retirement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Robert Clem.

Attachments

Memo



Human Resources

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

Date: June 2, 2022
To: City Commission
From: Jennifer Greenland, HR Director
Subject: Acknowledge Oklahoma Municipal Retirement Fund lump sum payment from Defined Benefit Plan for Robert Clem.

Background: Full-time, non-union employees participate in the Oklahoma Municipal Retirement Fund (OkMRF). The Commission is the governing body for the Shawnee Plans.

When an individual retires or leaves employment with the City, they can elect to take their retirement, or leave it in the plan until a later date. Whenever the individual takes their retirement, the Commission must acknowledge that action. The Defined Benefit Plan (DB) allows for an individual to elect a lump sum payment instead of monthly checks.

Financial Impact: None.

Attachment: None.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners

2. d.

Meeting Date: 06/06/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the request of an Inter-Governmental Agreement with the City of Oklahoma City for Regional Household Hazardous Waste Collection and Management Service.

Attachments

Request Letter

Agreement



June 6, 2022

Mr. Lyndel Gibson
City of Oklahoma City
3738 SW 15th Street, Building 1
Oklahoma City, OK 73104

Re: Renewal of Intergovernmental Agreement for Regional Household Hazardous Waste Collection and Management Services

Dear Mr. Gibson:

Pursuant to Article 4 of the Inter-Governmental Agreement between our cities, notice is required of our intent regarding this contract. Please be advised the City of Shawnee would like to continue participation with Oklahoma City regarding hazardous waste disposal.

Please send a copy of the renewal agreement to the Office of the City Clerk, P.O. Box 1448, Shawnee, OK 74802-1448 so that we may present it to our City Commission for approval.

Thank you for your assistance in this regard. Should you have any questions, please don't hesitate to contact me.

Sincerely,

Ed Bolt
Mayor

KE/eb

**An Inter-Governmental Agreement for a Regional
Household Hazardous Waste
Collection, and Management Project (the Project)**

THIS AGREEMENT, made and entered into this the 21st day of June, 2016, by, between and among City of Shawnee (hereinafter referred to as "Participant" or "Participants") and The City of Oklahoma City (hereinafter referred to as "Oklahoma City").

WITNESSETH:

WHEREAS, the parties, referenced above, with The City of Oklahoma City acting as Lead Party, have resolved to enter into this Agreement to define the participation and expectations of each party and to coordinate the collection and management of household hazardous waste (HHW) and the implementation of a joint program; and

WHEREAS, the EPA Clean Water Act of 1987 requires the establishment of Hazardous Waste Collection and Disposal Programs for MS4 permits; and

WHEREAS, hazardous household waste is "a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Environment Protect Agency because it is generated by a household;" such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies; and

WHEREAS, each party to this Agreement has independently researched the possible benefits and obligations of participating in and coordinate activities under the Project; and

WHEREAS, each party has determined that a regional cooperative HHW Education, Collection and Management Project will provide increased convenience/participation and possibly result in a lower cost per participant and cost savings to all parties; and

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the parties agree as follows,

1. The purpose of this Agreement is to establish a Regional HHW Collection and Management Project to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall commence upon its effective date and conclude June 30, 2017 (which term shall be referred to as the "Initial Term" or the "Demonstration Period").

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

3. Each Participant shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to, its own convenience. If any Participant under this Agreement elects to withdraw or terminate its participation under the Agreement prior to June 30, 2017, the withdrawing Party shall give Oklahoma City thirty (30) days prior written notice of the termination. Any Participant withdrawing from this Agreement must meet all financial commitments and other obligations up to the point of the termination or withdrawal. Withdrawal or termination shall not be effective until all financial commitments and other obligations shall be satisfied.

4. Each Participant may independently renew this Agreement beyond the Initial Term upon mutual agreement of Oklahoma City and the renewing Participant. Request for renewal shall be in the form of a letter from the authorized representative of the Participant must be received in July and may be accepted by the City Public Works Director on behalf of Oklahoma City. Each such renewal shall be for one fiscal year, July 1 to the following June 30. Provided however that no Participant in arrears in payment of charges for services render pursuant to this Agreement shall be permitted to renew this Agreement.

5. The City of Oklahoma City agrees to accept HHW from residents of Participant, with the understanding that The City of Oklahoma will maintain an accounting of these cross-jurisdictional amounts and reimbursement for their management. The residents will be required to comply with ordinances and policies for the disposition of HHW established by Oklahoma City, as may be amended from time to time.

6. The City of Oklahoma City, will bill each Participant (the city or county from which a participating **resident** has originated as such proof of residency is presented to Oklahoma City) separately after each collection occurrence and the participating Party will reimburse Oklahoma City in accordance with the terms of this Agreement. The Participant hereby agrees to establish and/or encumber funding for this Agreement and the services to be provided, and to timely pay for services provided. The Participant agrees that Oklahoma City may but is not required to inquire or investigate the residency of any person dropping off HHW beyond the address on the resident's driver's license.

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a ten (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninety (90) calendar days after the bill issuance date.

8. Oklahoma City shall assess a rate (based on national surveys) per equivalent rate unit (ERU) of fifteen (15) gallons per household. The fee structure per each resident per arrival or entry shall be evaluated by the following scale:

≤ 7.5 gallons	.5 ERU	\$ 39.50
> 7.5 gallons to 15 gallons	1.0 ERU	\$ 79.00
> 15 gallons to 22.5 gallons	1.5 ERU	\$118.50
> 22.5 gallons	2.0 ERU	\$158.00

[Note:] Minimum charge per vehicle per arrival = .5 ERU
Maximum charge per vehicle per arrival = 2.0 ERU

9. Pursuant to the permit issued by the Oklahoma Department of Environmental Quality, Oklahoma City is prohibited from taking any waste other than products expressly produced for home use. No commercial products will be accepted. No products from commercial business or institutions will be accepted. No products from commercial vehicles shall be accepted.

10. This Agreement shall be deemed effective and legally binding upon execution by each of the parties hereto.

11. This Agreement may be amended upon the mutual agreement of the parties or their authorized representatives.

12. All notices required to be given hereunder, shall be in writing and shall be: delivered in person (and a confirming copy sent by first class mail); or shall be mailed by registered mail; or delivered by facsimile with a return receipt showing delivery (and a confirming copy sent by first class mail), to the following addresses:

- (a) Notices to Oklahoma City:
City Clerk
The City of Oklahoma City
200 North Walker Avenue, 2nd Floor
Oklahoma City, Oklahoma 73102

and

Public Works Department
Storm Water Quality Manager
420 West Main Street, 3th Floor
Oklahoma City, Oklahoma 73102

- (b) Notices to the Participant:

The parties may hereafter designate, in writing and as provided herein, other or different persons or addresses for receipt of notice.

13. When any word in this Agreement is used in the singular number, it shall include the plural and the plural, the singular, except where contrary intention plainly appears. When any word is used in the masculine, it shall include the feminine, and the feminine, the masculine, except where a contrary intention plainly appears.

14. The parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be executed in multiple counterparts, each of which shall constitute an original.

15. The parties hereto agree that it is not their intent to create any rights or benefits to any third parties and that no third party beneficiaries shall be created or shall be deemed to be created by this Agreement.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

16. The parties hereto agree to abide by the applicable and constitutionally valid laws of the State of Oklahoma and the United States of America. The parties further agree that any action to enforce the provisions of this Agreement or any dispute over the interpretation of this Agreement shall be resolved and in a court of competent jurisdiction in Oklahoma County, Oklahoma.

17. This is the complete Agreement between the parties and no statements, representations or discussions not set forth herein shall be binding upon the parties and no party is or shall be bound by any statement or representation that does not conform with this document. No agent or any party to this Agreement has authority to alter, modify or change this Agreement except as expressly provided herein. This Agreement shall be read as a whole and shall not be interpreted either for or against any party. This Agreement may only be amended in writing as approved and executed by all parties hereto.

18. Time shall be deemed to be of the essence of this Agreement.

19. A breach of any provision of this Agreement shall be deemed to be a breach of the entire Agreement provided however the breaching party or parties shall be given thirty (30) days notice as provided herein during which to cure any breach prior to the termination of this Agreement. Provided however, the failure of any party hereto to provide notice of a breach of this Agreement shall not be deemed a waiver of that breach or any subsequent breach of a similar or different kind or nature.

20. A determination that any provision or application of any provision of this Agreement to any party is prohibited or contrary to law shall be limited to the specific language and/or party so construed, and shall not effect the validity of the remaining provisions of the Agreement or its binding effect on any other party or parties.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Approved and executed by City of Shawnee this 2nd day of May,
(Participant)



Reggie Lipton
Clerk

(Participant)

Wes Maudsall
Mayor

Reviewed for form and legality:

Joseph E. Worndran, Interim City Attorney
City of Shawnee

Approved and executed by The City of Oklahoma City this 21st day of June,
20 16.

THE CITY OF OKLAHOMA CITY

ATTEST: (Seal)

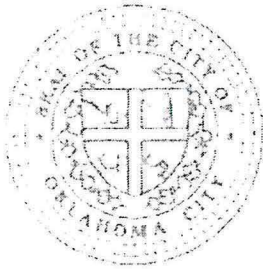
Sharon K. King
City Clerk



Phil Cantu
Mayor

REVIEWED for form and legality.

David Brunner
Assistant Municipal Counselor



MEMORANDUM

Council Agenda
Item No. VII.AH.5.
6/21/2016

The City of OKLAHOMA CITY

TO: Mayor and City Council

FROM: James D. Couch, City Manager

Inter-Governmental Agreement with the City of Shawnee, Regional Household Hazardous Waste Collection and Management Project, July 1, 2016 through June 30, 2017.

Purpose Approval of revised Household Hazardous Waste Collection and Management Service between The City of Oklahoma City and the City of Shawnee to continue providing a Household Hazardous Waste Collection and Management Service.

Background An Agreement was approved January 2, 2008 (Item No. VI.AC.) with the City of Shawnee and has remained in effect with annual renewals requested by the participant.

RECEIVED
JUN 27 2016
CITY CLERK

Some slight changes have been made in paragraph 7 of the Memorandum. The old paragraph 7 reads as follows:

7. Billings are considered due fifteen (15) calendar days after the bill is mailed. If payment is not received by the due date a ten (10%) percent late fee will be assed to the Participant and service to residents of any delinquent Participant and service to residents of any delinquent Participants will be subject to termination seven (7) calendar days after the due date.

The new paragraph 7 reads as follows:

7. Billings are considered due forty-five (45) calendar days after issuance of billing. If payment is not received by the due date a (10%) percent late fee will be assessed to the Participant and service to residents of any delinquent Participants will be subject to termination ninty (90) calendar days after the bill issuance date.

Because of this change we asked that a new Hazardous Waste Inter-Government Memorandum be approved and executed. The City of Oklahoma City agrees to continue accepting household hazardous waste from residents of the City of Shawnee with the understanding that The City of Oklahoma City will maintain an accounting of these cross-jurisdictional amounts and the City of Shawnee will reimburse The City

of Oklahoma City for collection and disposal of household hazardous waste per terms of the Agreement.

Term July 1, 2016 through June 30, 2017.

Revenue Account Storm Water Drainage Utility Fund - Hazardous Materials Services - 330-0075-42250000.

Review Public Works Department

Recommendation: Agreement be approved.

Regular Board of Commissioners

2. e.

Meeting Date: 06/06/2022

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Cody Deem from the Planning Commission.

Attachments

Resignation

From: [Cody Deem](#)
To: [COS City Clerk](#)
Subject: [EXTERNAL EMAIL]Letter of resignation
Date: Thursday, June 2, 2022 8:47:15 AM

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

I will be resigning my seat on the Shawnee Planning Commission effective June 1, 2022. It has been my privilege to serve the citizens of Shawnee in that capacity and I am sure the city will continue to move forward under the current, capable leadership.

Cody Deem

Sent from my iPad

Regular Board of Commissioners

2. f.

Meeting Date: 06/06/2022

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Airport Advisory Board

Larry Briggs 1st Full Term Expires: July 1, 2025

Replaces Barry Fogerty – Term Expired (Effective July 1, 2022)

Colton Crowder 1st Full Term Expires: July 1, 2025

Replaces John Klaser – Term Expired (Effective July 1, 2022)

Cody Smithson 1st Full Term Expires: July 1, 2025

Replaces James Smith – Term Expired (Effective July 1, 2022)

Shawnee Urban Renewal Authority

Jamelle Payne 1st Partial Term Expires: February 2, 2024

Replaces Crista Blue – Resigned

Zoning Board of Adjustments

Holly Gordon 1st Full Term Expires: June 1, 2025

Reappointment

Attachments

AAB - L. Briggs

AAB - Crowder

AAB - Smithson

SURA - Payne

ZBOA - Gordon



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Larry Briggs</u>	Application Date: <u>2-9-22</u>
Address: <u>1113 Inverness Circle</u>	Date of Birth: <u>6-16-1945</u>
Mailing Address: <u>same as above</u>	
Daytime Phone: <u>405-596-8824</u> Fax: _____	Email: <u>lbriggs1945@gmail.com</u>
Profession: <u>Bank Consultant/retired banker</u>	
Business Name: <u>NA</u>	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? _____

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

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

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

I believe an airport is vital to enhance the growth and quality of life of a community. A top of the line airport will enhance the possibility for economic growth and success of the community

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

I have a financial back ground from my banking profession and experience. I have been a pilot for 54 years and have owned an airplane for 50 years. I am still active in the aviation industry.

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

Rotary Club, Shawnee Forward, First Baptist Church, Oklahoma Academy for State Goals, The Foundation for Excellence

List education, including degree(s) earned:

I have attended Central State College and Oklahoma State University. I graduated from the Southwest Graduate School of Banking at SMU, Dallas, TX. I have attended many Banking schools, seminars, etc. that are too many to list.

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

Not that I recall

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

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

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

Please include up to three personal or professional references:

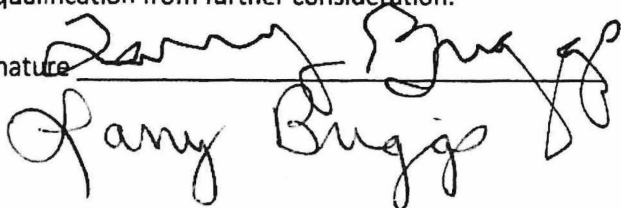
Name	Relationship	Telephone Number
Mike Adcock	Friend	405-878-6026
Dell Kerbs	Friend	405-609-0308
Jerry O'Connor	Friend	405-659-8434

PLEASE READ CAREFULLY:

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

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

Signature



Date 2-9-22

Revised March 2, 2021

RECEIVED
FEB 14 2022
CITY CLERK



RECEIVED
FEB 14 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Colton M. Crowder</u>	Application Date: <u>2/10/2022</u>
Address: <u>3905 Edgewood Dr Harrah OK 73045</u>	Date of Birth: <u>10/02/1960</u>
Mailing Address: <u>3905 Edgewood Dr Harrah OK 73045</u>	
Daytime Phone: <u>405.343.4972</u>	Fax: _____ Email: <u>yankandbank@yahoo.com</u>
Profession: <u>Airspace Inspection Pilot</u>	
Business Name: <u>FAA</u>	
Business Address: <u>Hangar 8, Mike Monroney Center, OKC OK</u>	
Business Phone: <u>405.954.5028</u>	Fax: _____ Email: <u>colton.crowder@faa.gov</u>

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 0

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

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

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

I have been renting a hangar at this airport for many years, since well before the terminal was renovated.

I have seen many improvements over the years and would like to help the airport continue to develop and improve.

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

Over 30 years as a pilot, 20 years as an aircraft owner, and 28 years in the USAF have given me a broad aviation background.

My current job as an FAA pilot has broadened my skill set regarding airports and airport operations.

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

None

List education, including degree(s) earned:

Master of Aeronautical Science, Embry-Riddle Aeronautical University, 2004

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

No

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Doug Frantz	Friend	405.905.1857
Marty Lochman	Friend	405.245.3616
Terry Hester	Co-worker/Friend	210.274.6900

PLEASE READ CAREFULLY:

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

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

Signature C. C. [Signature]

Date 2/10/2022



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Cody V Smithson</u>	Application Date: <u>2/16/2022</u>
Address: <u>337633 E Hwy 62 Meeker, OK 74855</u>	Date of Birth: <u>10/25/1985</u>
Mailing Address: <u>P.O Box 779 Meeker, OK 74855</u>	
Daytime Phone: <u>405-808-5900</u> Fax: <u>n/a</u>	Email: <u>Cody@peliners.com</u>
Profession: <u>Business Owner</u>	
Business Name: <u>Patriot Environmental LLC</u>	
Business Address: <u>220 W Carl Hubbell Meeker, OK 74855</u>	
Business Phone: <u>405-279-9956</u> Fax: <u>n/a</u>	Email: <u>Cody@peliners.com</u>

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

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

If so, please list the board/committee: n/a

How many years have you lived in Shawnee? n/a

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

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

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

I am an active flyer at Shawnee Municipal and want to do my part to ensure its health and efficiency going forward

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

understanding of business operations (founder and president of a successful business with operations in multiple states and over 75 employees),
strong leadership skills, exposure to many different FBO's, although i no longer live in Shawnee i am still very invested in its growth and success

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

Involved in volunteer work through Emmanuel Episcopal in Shawnee, and currently working to be involved with Community Renewal in Shawnee

List education, including degree(s) earned:

UCO, OCCC, CCAF, 2T271 (Airforce) NCO Academy (last rank before Honorable Discharge was SSgt)

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

No, N/A

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

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

N/A

Have you ever declared personal or business bankruptcy? NO

If so, please explain:

N/A

Please include up to three personal or professional references:

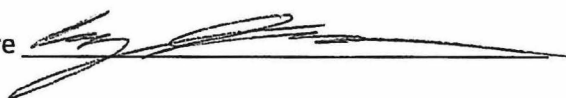
Name	Relationship	Telephone Number
Randy Gordon	Friend	405-585-7775
Tom Dahlman	Priest	918-814-3845
Andrew Minnigh	Friend	405-650-5265

PLEASE READ CAREFULLY:

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

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

Signature



Date

2 - 16 - 22

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

Send completed application to:

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



RECEIVED
MAY 23 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Jamelle Payne</u>	Application Date: <u>05/12/2022</u>
Address: <u>141 South Oak Ave</u>	Date of Birth: <u>11/03/1988</u>
Mailing Address: <u>Same as above</u>	
Daytime Phone: <u>(405) 882-3475</u> Fax: _____	Email: <u>jamelledotcom@gmail.com</u>
Profession: <u>Licensing Agent with Citizen Potawatomi Nation</u>	
Business Name: <u>Citizen Potawatomi Nation</u>	
Business Address: <u>1601 South Gordon Cooper Drive</u>	
Business Phone: <u>(405) 275-3121</u> Fax: _____	Email: _____

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 33yrs

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

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

PRESENTED TO CITY COMMISSION

Date _____

Action _____

Revised April 25, 2022

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

I love the community of Shawnee and being able to be proud of it. I want to enhance it in any form positively.

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

I am knowledgeable of the community. I have what it takes to bring team work to build a vision and help carry it out to the end.

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

I am very active in a few organizations in Shawnee, but I am not currently a member of any organization.

I have been involved recently with United Way Allocation Committee, Master of Ceremony of Shawnee Bridges, City of Tecumseh Events, Big Brother & Sister, and more

List education, including degree(s) earned:

Shawnee High School & University of Central Oklahoma

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 not

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

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

Have you ever declared personal or business bankruptcy? No

If so, please explain:

Please include up to three personal or professional references:

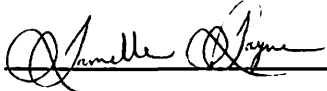
Name	Relationship	Telephone Number
Justin Neely	Personal / Professional	(405) 432-9594
Robert Nolan	Personal	(405) 830-4575
Reujena Winrow	Personal	(405) 664-2202

PLEASE READ CAREFULLY:

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

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

Signature



Date 05/12/2022

Revised April 25, 2022

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

Send completed application to:

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

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: Zoning Board of Adjustment
Date: Monday, May 30, 2022 12:12:09 PM

From: Holly Gordon
Sent: Thursday, May 12, 2022 1:12 PM
To: Rachel Clyne
Subject: [EXTERNAL EMAIL]Re: FW: Zoning Board of Adjustment
Thank you for your email Rachel,

I am interested in continuing to serve on the Zoning Board of Adjustment.

Thank you and have a great day,

Holly



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Holly Gordon</u>	Application Date: <u>October 17, 2019</u>
Address: <u>303 N. Louisa Ave., Shawnee, OK</u>	Date of Birth: <u>October 26, 1967</u>
Mailing Address: <u>same as above</u>	
Daytime Phone: <u>405-585-3032</u>	Fax: _____ Email: <u>hgordon@gatewaytoprevention.org</u>
Profession: <u>Healthy Living Consultant</u>	
Business Name: <u>Gateway to Prevention and Recovery</u>	
Business Address: <u>P.O. Box 3848, Shawnee, OK 74802 // 36609 W 45th Street, Shawnee, OK 74804</u>	
Business Phone: <u>405-585-3032</u>	Fax: _____ Email: _____

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

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

If so, please list the board/committee: Beautification Committee

How many years have you lived in Shawnee? 25+

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

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

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

This Board aligns with my professional qualifications and personal interests. I would like to serve my community in a capacity which utilizes my gifts and talents.

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

I possess the ability to listen to all sides of a conversation to find common ground. I have proven experience in program/project management and implementation.

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

I am a current Bike Oklahoma Board Member, a Community Renewal Block Leader, Blue Zones Project volunteer.

List education, including degree(s) earned:

I hold a Masters Degree in Business Administration, certifications from the national Active Transportation Summit (Portland, OR), over 10 years experience of researching, implementing Active Transportation strategies.

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

Yes. I am currently serving on the Beautification Committee, seat expires 1/1/2022

Have you ever been charged and/or convicted of a felony? _____

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

Have you ever declared personal or business bankruptcy? _____

If so, please explain:

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Ken Graham, BikeOK President	Friend	806-626-9351
Julie Bisbee, TSET CEO	Colleague	405-522-4778
Jon Greenwood, Gateway Director	Co-Worker	405-570-1854

PLEASE READ CAREFULLY:

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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 _____

Revised July 12, 2019

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

Send completed application to:

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

Regular Board of Commissioners

2. g.

Meeting Date: 06/06/2022

Easement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acceptance of right-of-way utility easements for the Cammack Street Sewer Project, from the following:

1. Bergen Real Estate, LLC, parcel one
 2. Bergen Real Estate, LLC, parcel two
 3. Keller Enterprises, Inc.
 4. Harmony Holding, LLC
 5. William T. Brandon
 6. Bridge Investment Group, LLC
 7. Bill McCain
 8. 1803 N. Harrison, LLC
-

Attachments

Easements

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 25th day of May, 2022, by Bergen Real Estate, LLC, located at 1529 24th Ave. SW, Norman, OK 73072 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A 17.50 foot wide strip of land being described as follows: Commencing at the Southeast corner of Section 7, Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the East line thereof 1617.40 feet, thence S88°38'24"W 33.00 feet to the Point of Beginning, said point being on the west Right-of-Way line of Harrison Street and the North property line, thence S01°21'36"E along said Right-of-Way 17.50 feet, thence S88°38'24"W 292.00 feet, thence N01°21'36"W 17.50 feet to said property line, thence N88°38'24"E 292.00 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A 17.50 foot wide strip of land being described as follows: Commencing at the Southeast corner of Section 7, Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the East line thereof 1617.40 feet, thence S88°38'24"W 33.00 feet to the Point of Beginning, said point being on the west Right-of-Way line of

Harrison Street and the North property line, thence S01°21'36"E along said Right-of-Way 17.50 feet, thence S88°38'24"W 292.00 feet, thence N01°21'36"W 17.50 feet to said property line, thence N88°38'24"E 292.00 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

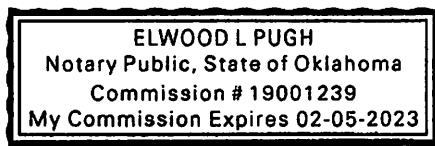

Floyd E. Bergen
Manager, Bergen Real Estate, LLC

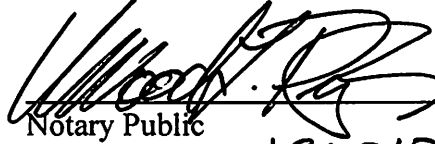
(GRANTEE) – CITY OF SHAWNEE

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 25th day of May 20 22, personally appeared Floyd E. Burgen and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.




Notary Public
Commission No. 19001239
My Commission Expires: 2/5/23

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 25th day of May 25 2022, by Bergen Real Estate, LLC, located at 1529 24th Ave. SW, Norman, OK 73072 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A 17.50 foot wide strip of land being described as follows: Commencing at the Southeast corner of Section 7 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the East line thereof 1617.40 feet, thence S88°38'24"W along the North property line 325.00 feet to the Point of Beginning, thence S88°38'24"W along said property line 286.06 feet, thence S01°21'36"E 17.50 feet, thence N88°38'24"E 288.06 feet, thence N01°21'36"W 17.50 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A 17.50 foot wide strip of land being described as follows: Commencing at the Southeast corner of Section 7 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the East line thereof 1617.40 feet, thence S88°38'24"W along the North property line 325.00 feet to the Point of Beginning, thence S88°38'24"W

along said property line 286.06 feet, thence S01°21'36"E 17.50 feet, thence N88°38'24"E 288.06 feet, thence N01°21'36"W 17.50 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

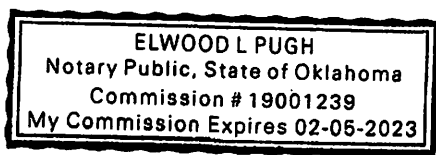
(GRANTEE) – CITY OF SHAWNEE


Floyd E. Bergen,
Manager - Bergen Real Estate, LLC

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 25th day of May 20 22, personally appeared Floyd E. Bergen and [Signature] on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.




 Notary Public
 Commission No. 2/5/23 #19001239
 My Commission Expires: 2/5/23

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 21st day of April, 2022, by Keller Enterprises, Inc., located at 1815 N. Harrison, Shawnee, OK ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A 15 foot wide strip of land being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1831.50 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'36"E 82.50 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A 15 foot wide strip of land being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1831.50 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of

Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'36"E 82.50 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE



David D. Keller, President

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
COUNTY OF POTTAWATOMIE) SS

Before me, in and for said County and State, on this 21st day of April, 2022,
personally appeared David D. Keller and _____ on behalf of the
City of Shawnee, known to be the identical persons who executed the within and foregoing
instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds
for the uses and purposes therein set forth.



Kimberly Wehr
Notary Public
Commission No. 26613677
My Commission Expires: 11/05/24

DONATION CERTIFICATE

DATE: 4/21/22

Job Piece No.: Cammack Street Sewer

Project No.: N/A

County: Pottawatomie

Parcel No.: 6

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of- City of Shawnee
way to: for Cammack Street Sewer
Project

LEGAL DESCRIPTION: NW/4 SW/4 Section 8, T10N, R4E

Address:

SIGNATURES

Dated this 21st day of April 2022

David D. Keller
BY:

WITNESS:

Kimberly Wehba
Printed Name:

4/21/22
Date

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY: _____

BY: _____

Date _____

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 12th day of April, 2022, by Harmony Holdings, LLC, and Oklahoma limited liability company, located at 1813 North Harrison, Shawnee, OK 74804 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A 15 foot wide strip of land being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1831.50 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'36"E 82.50 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A 15 foot wide strip of land being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1831.50 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of

Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'36"E 82.50 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

Denise Mancini
[Signature]

(GRANTEE) – CITY OF SHAWNEE

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 12th day of April 2022, personally appeared Denise Manion and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.



Kimberly Wehba
Notary Public
Commission No. 20013677
My Commission Expires: 11/05/24

DONATION CERTIFICATE

DATE: _____

Job Piece No.: Cammack Street Sewer

Project No.: N/A

County: Pottawatomie

Parcel No.: 5

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of- _____
way to: for Cammack Street Sewer _____
Project _____

LEGAL DESCRIPTION: _____

Address: _____

SIGNATURES

Dated this _____ day of _____ 2022

BY: Denise Manion 

WITNESS:

Printed Name: _____

Date _____

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY: _____

BY: _____

Date _____

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 4th day of May, 2022, by William T. Brandon, located at 1811 N. Harrison, Shawnee, OK 74804 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A strip of land 15 feet wide being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1749 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"E 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'26"E 82.50 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A strip of land 15 feet wide being described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1749 feet, thence N88°38'24"E 33.00 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E

15.00 feet, thence N01°21'36"E 82.50 feet, thence S88°38'24"W 15.00 feet, thence S01°21'26"E 82.50 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

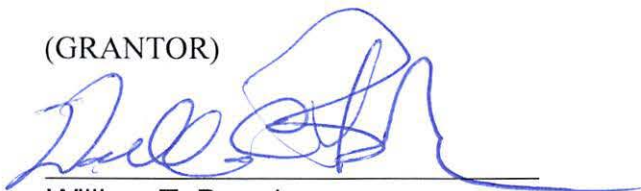
5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)



William T. Brandon

(GRANTEE) – CITY OF SHAWNEE

Mayor of the City of Shawnee

DONATION CERTIFICATE

DATE: 5/4/2022

Job Piece No.: Cammack Street Sewer

Project No.: N/A

County: Pottawatomie

Parcel No.: 4

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of- City of Shawnee
way to: for Cammack Street Sewer
Project

LEGAL DESCRIPTION: NW/4 SW/4 Section 8, T10N, R4E

Address:

SIGNATURES

Dated this 4th day of May 2022

[Signature]

BY:

WITNESS:

Kimberly Wehba

Printed Name

5/4/2022

Date

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY:

BY:

Date

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 21st day of April, 2022, by Bridge Investment Group, LLC, located at 1809 N. Harrison, Shawnee, OK 74804 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A 15 foot wide strip of land being described as the West 15 feet of Lot 1 Block 1, Tobe's Subdivision to the City of Shawnee, Pottawatomie County, Oklahoma.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A 15 foot wide strip of land being described as the West 15 feet of Lot 1 Block 1, Tobe's Subdivision to the City of Shawnee, Pottawatomie County, Oklahoma.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE

Van Uch (member)

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 27th day of April, 2022, personally appeared Van Uch and _____ on behalf of the

City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.



Kimberly Wehba
Notary Public
Commission No. 20013677
My Commission Expires: 11/05/24

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 10th day of May, 2022, by Bill McCain, a single person, located at 1805 N. Harrison, Shawnee, OK 74804 ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A strip of land being 15 feet wide and described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North 1482 feet along the West line thereof, thence N88°38'24"E 33 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 97.00 feet to the South Right-of-Way of Cammack Street, thence S43°39'06"W along said Right-of-Way 21.21 feet to the East Right-of-Way of Harrison Street, thence S01°21'36"E 82.00 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A strip of land being 15 feet wide and described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North 1482 feet along the West line thereof, thence N88°38'24"E 33 feet to the Point of Beginning, said point being on the East Right-of-Way line of Harrison Street, thence N88°38'24"E 15.00 feet,

thence N01°21'36"W 97.00 feet to the South Right-of-Way of Cammack Street, thence S43°39'06"W along said Right-of-Way 21.21 feet to the East Right-of-Way of Harrison Street, thence S01°21'36"E 82.00 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE


Bill McCoin

Mayor of the City of Shawnee

STATE OF OKLAHOMA)
) SS
COUNTY OF POTTAWATOMIE)

Before me, in and for said County and State, on this 16th day of May, 2022, personally appeared Bill McCain and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.



Kimberly Wehba
Notary Public
Commission No. 20013677
My Commission Expires: 11/05/24

DONATION CERTIFICATE

DATE: 5/10/2022

Job Piece No.: Cammack Street Sewer

Project No.: N/A

County: Pottawatomie

Parcel No.: 2

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of- City of Shawnee
way to: for Cammack Street Sewer
Project

LEGAL DESCRIPTION: NW/4 SW/4 Section 8, T10N, R4E

Address:

SIGNATURES

Dated this 10th day of May 2022

BILL MCKONE
BY:

WITNESS:

Kimberly Wehba
Printed Name:

5/10/2022
Date

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY:

BY:

Date

RIGHT OF WAY UTILITY EASEMENT AGREEMENT

This Right of Way Utility Easement Agreement made and entered into this 25th day of April, 2022, by 1803 N. Harrison, LLC, located at 1803 N. Harrison, Shawnee, OK ("Grantor") in favor of The City of Shawnee, Oklahoma, located at 16 W. 9th Street, Shawnee, Oklahoma 74801 ("Grantee") (collectively referred to herein as "the Parties").

WITNESSETH:

WHEREAS, Grantor is the record owner of and in possession of the following described real property, to-wit:

A strip of land being 15 feet wide and described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1384.5 feet, thence N88°38'24"E 33.0 feet to the point of beginning, said point on the East Right-of-Way of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 97.50 feet, thence S88°38'24"W 15 feet, thence S01°21'36"E 97.5 feet to the Point of Beginning.

WHEREAS, Grantor agrees to grant Grantee a Right of Way Utility Easement over, under, and across the Easement Property as more fully described below.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually understand and agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee and its' respective successors and assigns, a right of way utility easement, over, under, and across the Easement Property as more fully described as follows to wit:

A strip of land being 15 feet wide and described as follows: Commencing at the Southwest corner of Section 8 Township 10 North, Range 4 East, Pottawatomie County, Oklahoma, thence North along the West line thereof 1384.5 feet, thence N88°38'24"E 33.0 feet to the point of beginning, said point on the East Right-of-Way of Harrison Street, thence N88°38'24"E 15.00 feet, thence N01°21'36"W 97.50 feet, thence S88°38'24"W 15 feet, thence S01°21'36"E 97.5 feet to the Point of Beginning.

2. Grantor does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, its successors, successors-in-title and assigns, a perpetual utility easement on, over, through, across, and under the Easement Area for purposes of installing, operating, using, repairing, maintaining, and replacing any utility lines, wires, cables, pipes, equipment and related utility facilities (collectively the "Utility Facilities"), including, without limitation, electric, gas, sewer, telephone, communications, cable and water utility facilities.

3. Grantor hereby reserves the right to use the Easement Property and further reserves the right to grant additional easements across the Easement Property to third parties.

4. The Parties, their respective heirs, successors or assigns, shall not place or erect a fence, gate or other barrier over and across or otherwise interfere with the Right of Way Easement Property that will interfere with the rights granted and reserved herein.

5. This *Right of Way Utility Easement Agreement* herein, along with its other rights, benefits, duties, and obligations created and established herein, constitutes the entire understanding between the Parties.

6. The benefits and burdens of the Use of Easement granted herein shall run with the land described above, so long as the Utility Facility remains in operational use for the purposes stated above, and shall be binding upon the Parties hereto and their successors and assigns, forever.

7. By executing this Agreement, the Parties agree to the terms conditions and obligations contained therein and further agree to be bound by same.

Executed the day and year first above written.

(GRANTOR)

(GRANTEE) – CITY OF SHAWNEE

Marynel Chabero

Mayor of the City of Shawnee

STATE OF OKLAHOMA

)

) SS

COUNTY OF POTTAWATOMIE

)

Before me, in and for said County and State, on this 25th day of April, 2022, personally appeared Marynel Chabero and _____ on behalf of the City of Shawnee, known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary acts and deeds for the uses and purposes therein set forth.



Kimberly Wehba
Notary Public
Commission No. 20013677
My Commission Expires: 11/05/24

DONATION CERTIFICATE

DATE: 4/25/22

Job Piece No.: Cammack Street Sewer

Project No.: N/A

County: Pottawatomie

Parcel No.: 1

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of- City of Shawnee
way to: for Cammack Street Sewer
Project

LEGAL DESCRIPTION: NW/4 SW/4 Section 8, T10N, R4E

Address:

SIGNATURES

Dated this 25th day of April 2022

BY: Marynel Chabino

WITNESS:

Kimberly Wehba
Printed Name:

4/25/22
Date

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY:

BY:

Date

Regular Board of Commissioners

2. h.

Meeting Date: 06/06/2022

Lake Lease

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Lake Lease Transfer:

TRANSFER:

Lot 8 Magnino A Tract, 17230 Magnino Road

From: Terry Farris

To: Brian Eugene Hughes

Attachments

Lake Lease



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

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

Date: 06/06/2022	License No.: 5393
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	06/06/2022
Property Address	17230 Magnino
Lake Site Location	Magnino A Tract – Lot 8
Lease Dates	06/06/2022
Lease Fee	06/05/2052
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Brian Eugene Hughes
Address	2401 S McCloud Rd, McCloud, OK 74851
Email	quailridgeclays@gmail.com
Phone	405.777.8450 / 405.964.5550
Current Lessee (Transfer From)	
Name(s)	Terry Farris
Address	4616 Clipper Crossing, Edmond, OK 73013
Email	
Phone	
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☐ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	3/1/2022
Miscellaneous Comments	Transfer Fee - \$1000.00 / First Year Rent - \$761.00 / Inspection Fee - \$75.00
Fees Collected	\$1836.00



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE #5393 **TRACT NAME**Magnino A **LOT #**8

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 06/06/2022 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

BRIAN EUGENE HUGHES,
2401 S MCLOUD RD
MCLOUD, OK 74851

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of **\$761.00** dollars for **2022**, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

17230 MAGNINO RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART

PARTY OF THE SECOND PART

Regular Board of Commissioners

4.

Meeting Date: 06/06/2022

Public Hearing

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public Hearing for the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.

Attachments

Memo



Finance

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

Date: June 2, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Public Hearing – Proposed Fiscal Year 2022-2023 Budget

Background: On May 16, 2022, the proposed Fiscal Year 2022-2023 Budget was presented to the City Board of Commissioners, and the budget was made available for review on the City of Shawnee website and at City Hall.

In accordance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17, this agenda item provides the formal public hearing on the proposed budget. Notice of the date, time, and location of the public hearing was published in the Shawnee News-Star on May 24, 2022, along with a copy of the proposed budget summary.

This public hearing is the opportunity for members of the community to provide input on the proposed budget.

Financial Impact: N/A.

Attachment: Proof of Publication, proposed Fiscal Year 2022-2023 Budget (See Link - <https://stories.opengov.com/shawneeok/published/82vLZCw50>)

Staff Recommendation: Conduct public hearing.

Affidavit of Publication

The Shawnee News-Star
215 N. Bell
Shawnee, OK 74801
405.273.4200

State of Oklahoma
County of Pottawatomie

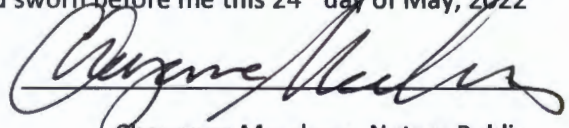
I, Aaron McDonald, of lawful age, being duly sworn upon oath, deposes and says that I am an Advertising Account Executive of The Shawnee News-Star, a Daily publication that is a "legal newspaper" as that phrase is defined in 25 O.S 106 for the City of Shawnee, for the County of Pottawatomie, in the State of Oklahoma, and that the attachment hereto contains a true and correct copy of what was actually published in said legal newspaper on the following dates:

Publish Date(s): May 24th, 2022
Publishing Fee: \$230.40



Aaron McDonald, Account Executive

Signed and sworn before me this 24th day of May, 2022



Cheyenne Meadows, Notary Public
My commission expires: April 12, 2026
Commission No. 18003766



Waiting List Available
Please Call for Availability and
Leasing Information
Income Restrictions Apply



405-214-1915



44970 Seth Lane, Shawnee OK.

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Michael Arrington,
Chairman

Published in the Shawnee News-Star on May 24th, 25th and 26th, 2022.

LPXLP

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ads every day.

Notice of Public Hearing City of Shawnee, Oklahoma Shawnee Municipal Authority Shawnee Airport Authority Proposed Budget Summary* Fiscal Year 2022-2023

Description	001 General Fund	101 Street & Alley Fund	102 E 911 Fund	104 Economic Development Fund	105 Spay/Neuter Fund	106 Hotel/Motel Surcharges Fund	107 Police Sales Tax Fund	108 Fire Sales Tax Fund	112 Tax Increment Fund	190 CDBG Grant Fund	191 CDBG-CV-ODOC Fund	192 ESG-ODOC Fund	301 Capital Improvement Fund	302 Street Improvement Fund	303 2018 Capital Improvement Fund	304 American Rescue Plan Fund	350 Aquatic Center Fund	501 Shawnee Municipal Authority	511 Shawnee Airport Authority	601 Workers Compensation Self-Insurance Fund**	701 Library Fund	702 Cemetery Perpetual Care Fund	709 Sister Cities Fund	Total
ESTIMATED REVENUES & BUDGETARY FUND BALANCE																								
1 Beginning Budgetary Fund Balance	4,689,203	-	150,000	100,000	-	400,000	-	650,000	-	-	-	-	719,807	1,700,000	-	-	-	2,859,721	331,606	50,000	-	130,000	-	11,780,437
2 Taxes	18,697,723	283,900	280,000	338,364	-	475,000	422,954	422,954	120,000	-	-	-	2,822,318	2,960,882	3,383,636	-	-	-	-	-	-	-	-	30,007,530
3 Intergovernmental	537,000	-	-	-	-	-	-	-	-	750,063	1,112,013	70,000	-	800,000	-	4,100,000	-	-	90,000	-	-	-	-	7,459,076
4 License and Permits	403,000	2,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,025	-	-	-	-	-	433,025
5 Fines and Forfeitures	420,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	420,000
6 Gifts and Donations	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
7 Charges for Services	8,234	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	128,000	15,423,992	-	-	-	-	-	15,560,226
8 Rental Revenues	55,200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,000	-	298,040	-	-	-	-	364,240
9 Interest Income	9,700	-	-	-	-	-	-	-	-	-	-	-	2,000	2,500	1,500	-	-	-	-	-	-	-	-	15,700
10 Other Revenues	113,000	6,360	-	-	2,200	-	-	-	-	13,200	-	-	-	-	19,000,000	-	45,000	20,280,000	346,250	-	4,000	-	-	39,810,010
11 Transfers In	5,205,908	162,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	251,500	1,100,000	225,000	673,026	85,000	-	42,500	7,744,934
TOTAL	30,138,968	454,260	430,000	438,364	2,200	875,000	422,954	422,954	770,000	763,263	1,112,013	70,000	3,344,225	5,463,182	22,385,136	4,100,000	437,500	39,691,738	1,288,896	723,026	85,000	134,000	42,500	113,595,178
APPROPRIATIONS:																								
1 Administration	1,002,895	-	-	-	-	-	-	-	-	-	-	-	310,800	-	-	-	-	-	1,768	-	-	-	-	1,004,663
2 Accounting and Information Systems	1,381,015	-	-	-	-	-	-	-	-	-	-	-	44,767	-	-	-	-	732,629	3,936	-	-	-	-	1,895,751
3 City Clerk	793,987	-	-	-	-	-	-	-	-	-	-	-	4,000	-	-	-	-	-	2,556	-	-	-	-	1,573,941
4 Human Resources	407,198	-	-	-	-	-	-	-	-	-	-	-	50,000	-	-	-	-	-	1,181	-	-	-	-	412,379
5 Planning	722,198	-	-	-	-	-	-	-	41,600	563,786	1,112,013	70,000	-	-	365,280	-	-	-	10,339	-	-	-	-	2,935,216
6 Police Department and Emergency Management	9,431,873	-	279,849	-	2,200	-	-	-	-	-	-	-	630,801	-	-	-	-	-	265,746	-	-	-	-	10,630,468
7 Fire Department	6,455,949	-	-	-	-	-	-	-	-	-	-	-	216,732	-	2,756,348	-	-	-	214,915	-	-	-	-	9,645,944
8 Engineering and Code Enforcement	1,232,222	-	-	-	-	-	-	-	-	-	-	-	123,250	150,000	3,380,000	-	-	-	984	-	-	-	-	4,886,456
9 Public Works	1,565,490	445,000	-	-	-	-	-	-	-	-	-	-	75,000	2,579,816	3,113,000	3,115,250	-	28,948,021	140,724	-	-	-	-	39,982,301
10 Parks, Culture, and Recreation	1,285,234	-	-	-	-	-	-	-	-	-	-	-	117,000	-	8,044,000	-	428,869	498,200	7,004	82,486	-	-	-	10,442,793
11 Expo Center	696,500	-	-	-	-	-	-	-	-	-	-	-	-	-	1,000,000	-	-	-	-	-	-	-	-	1,696,500
12 Building Maintenance	257,898	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,902	-	-	-	-	259,800
13 Tourism	-	-	-	-	-	615,967	-	-	-	-	-	-	-	-	-	-	-	-	787	-	-	-	-	616,754
14 Economic Development	-	-	-	295,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	295,000
15 Sister Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	42,500	-	42,500
16 Airport	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,027,812	1,181	-	-	-	-	1,028,993
17 Contingency	501,948	8,900	-	-	-	9,565	-	-	-	-	-	-	-	-	-	-	8,500	342,500	20,556	-	1,650	-	-	893,619
18 Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	550,999	-	3,123,459	-	-	1,938,250	-	-	-	-	-	5,612,707
19 Transfers Out	723,500	-	-	42,500	-	-	422,954	422,954	-	-	-	-	500,000	600,000	-	-	-	4,360,000	-	-	-	-	-	7,071,908
TOTAL	26,437,905	453,900	279,849	337,500	2,200	625,532	422,954	422,954	41,600	563,786	1,112,013	70,000	2,623,349	3,329,816	21,784,087	3,115,250	437,369	36,819,600	1,048,368	673,025	84,136	-	42,500	100,727,692
ENDING BUDGETARY FUND BALANCE	3,701,063	360	150,151	100,864	-	249,468	-	-	728,400	199,477	-	-	720,877	2,133,366	601,049	984,750	131	2,872,138	240,528	50,001	864	134,000	-	12,867,486
Percent of Ending Fund Balance/Annual Expenses Impact to Fund Balance - Gain/Loss	14.00%	0.06%	53.65%	29.89%	0.00%	39.88%	0.00%	0.00%	1750.96%	35.38%	0.00%	0.00%	27.48%	64.07%	2.78%	31.81%	0.03%	7.80%	22.94%	7.43%	1.03%	80.00%	0.00%	12.77%
	(988,140)	360	151	864	-	(150,532)	-	-	78,400	199,477	-	-	970	433,366	601,049	984,750	131	12,417	(91,076)	1	864	4,000	-	1,087,949

This Summary documents the preliminary budgeted estimates of Revenues and Appropriations for the funds of the City of Shawnee, Oklahoma, including its Authorities, for the budget period July 1, 2022 through June 30, 2023, as identified on May 5, 2022.

*Not included in the summary are funds with no activity: 103 - Oil & Gas Revenue, 113 - Drug Forfeiture, 201 - Debt Service, 706 - Gifts and Contributions

** The Workers Compensation Self-Insurance Fund - 601, reflects "Transfers In" from other funds. The associated expense in other funds is reflected within the division where the payroll occurs, and is therefore not shown in the general "Transfers Out" expenditure line.

For a downloadable PDF, visit <http://www.ShawneeOK.org>

A public hearing will be held on the Preliminary Budget Summary of Revenues and Appropriations in the City Commission Chamber at City Hall, 16 West 9th Street, Shawnee, Oklahoma, at 6:00 p.m. on June 6, 2022.

Andrea Weckmueller-Behringer, City Manager

(Seal)

Attest:

s/s Lisa Lasyone, City Clerk

Published in the Shawnee News-Star on May 24th, 2022.

Regular Board of Commissioners

5.

Meeting Date: 06/06/2022

Declaration

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the Declaration of the Mayor of the City of Shawnee declaring an emergency within the city limits and such additional territory as may be described herein, authorizing the action of the City Manager pursuant to State Laws and the Municipal Code of the City of Shawnee.

Attachments

Memo

Declaration



Emergency Management

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

Date: June 2, 2022
To: City Commission
From: Rachelle Erickson, Emergency Management Director
Subject: Consideration of the Declaration of the Mayor of the City of Shawnee Declaring an Emergency Within the City Limits and Such Additional Territory as May be Described Herein, Authorizing the Actions of the City Manager Pursuant to State Laws and the Municipal Code of the City of Shawnee.

Background: On May 4th, 2022, the City of Shawnee received over 7.5 inches of rain from a Severe Weather Event that also produced Tornadoes from Pottawatomie County into Seminole County. This event caused three areas of Shawnee to wash out closing roads and a trail. The three areas identified are Leo & Benedict, 1700 E. Walnut, and Bryan Street Trail just north of 2110 N Bryan Ave.

This Emergency Declaration is the first step in order to apply for State/Federal reimbursement.

Financial Impact: Estimated \$150,000 for the repair of the three locations.

Attachment: Emergency Declaration.

Staff Recommendation: Approval of the item.



DECLARATION OF THE MAYOR OF THE CITY OF SHAWNEE DECLARING AN EMERGENCY WITHIN THE CITY LIMITS AND SUCH ADDITIONAL TERRITORY AS MAY BE DESCRIBED HEREIN, AUTHORIZING THE ACTIONS OF THE CITY MANAGER PURSUANT TO STATE LAWS AND THE MUNICIPAL CODE OF THE CITY OF SHAWNEE

WHEREAS, Chapter 11, Section 11-29 of the City of Shawnee Code of Ordinances and Title 21 Section 1321.1 *et al.* of the Oklahoma Statutes empowers the Mayor of the City of Shawnee to proclaim a state of emergency when the City of Shawnee is threatened by a local emergency that affects the life, health, property or the public peace; and

WHEREAS, severe weather and torrential rain, including wind beginning May 5, 2022, caused damage to public and private properties and utilities, including stormwater drainage systems and roads within the Pottawatomie County, causing an undue hardship on the citizens of this County, including the citizens of the City of Shawnee; and

WHEREAS, the event is consistent with the definition of "*disaster*" as defined by Section 683.3 of the Oklahoma Emergency Management Act of 2003, as amended; and

WHEREAS, the event is consistent with the definition of "*disaster*" as defined in Section 11-27 of Chapter 11 of the Code of the City of Shawnee; and

WHEREAS, Section 683.3 states that a "*state of emergency*" shall be deemed to exist whenever, by reason of a disaster, such state of emergency is legally proclaimed by proper authority as provided in this article and that "such state of emergency shall continue [in the affected areas] until terminated by proclamation of proper authority as provided in this article"; and

WHEREAS, Section 11-29(a) of Chapter 11 of the Code of the City of Shawnee provides that the Mayor, after finding that a disaster exists which affects life, health, property or the public peace, may proclaim a state of emergency in the area affected; and

WHEREAS, the Mayor of the City of Shawnee does hereby find that conditions affecting public order, life, health, property or the public peace have arisen within the City of Shawnee caused by unprecedented severe weather;

NOW THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists in the entirety of the City of Shawnee, State of Oklahoma;

I HEREBY DIRECT that the City Emergency Operations Plan be implemented; and

I DO FURTHER DIRECT that public notice of this proclamation and state of emergency shall be given by the City Clerk and to as many local news media outlets as may be practical.

IT IS FURTHER PROCLAIMED AND ORDERED that the Mayor of the City of Shawnee is empowered to evoke the powers enumerated in Chapter 20, Section 20.4 of the City of Shawnee Code of Ordinances; and

IT IS FURTHER PROCLAIMED AND ORDERED that this state of emergency shall continue for a period of seven (7) days.

Dated: June 6, 2022

ED BOLT, MAYOR

ATTEST: (SEAL)

KACIE ECK, CMC
SENIOR DEPUTY CITY CLERK

Regular Board of Commissioners

6.

Meeting Date: 06/06/2022

Emergency Management

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Boundary Adjustment for City of Shawnee Outdoor Warning Sirens.

Attachments

Memo



Emergency Management

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

Date: June 2, 2022
To: City Commission
From: Rachelle Erickson, Emergency Management Director
Subject: Consideration of a Boundary Adjustment for the City of Shawnee Outdoor Warning System.

Background: On May 4th, 2022, the City of Shawnee received over 7.5 inches of rain from a Severe Weather Event that also produced Tornadoes from Pottawatomie County into Seminole County. This event caused the Outdoor Warning System sirens to sound for Zone 2 (the main metro portion of Shawnee). The City of Shawnee's early warning zones exceeded the city limits due to the previous Emergency Management covering the entire county. Now that Pottawatomie County has its own Emergency Management and installing Outdoor Warning Systems all over the county, this excessive zone coverage is no longer needed. We are wanting to shrink the zones down to the city limits to ease any confusion about our warning zones. This action will not affect the operation and coverage of the sirens themselves.

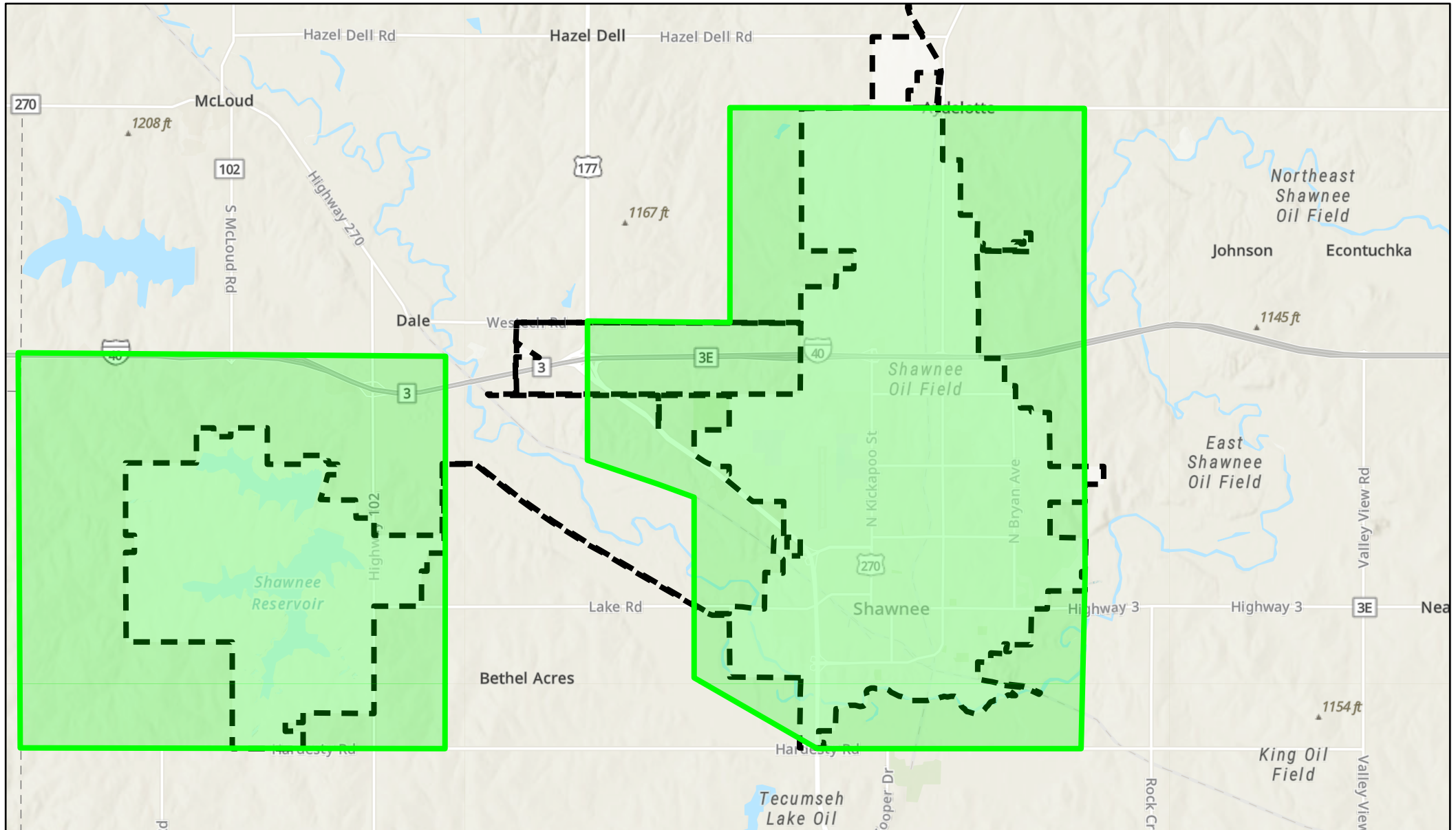
There is one area (Southwest corner of Zone 1-Shawnee Twin Lakes) that staff agrees to keep an additional warning area since that is the main direction severe weather comes into our area.

Financial Impact: None

Attachment: Before and After of the Outdoor Warning Zones

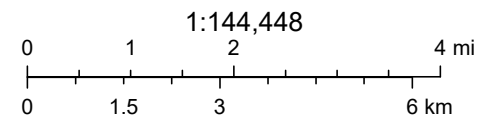
Staff Recommendation: Approval of the item.

City of Shawnee



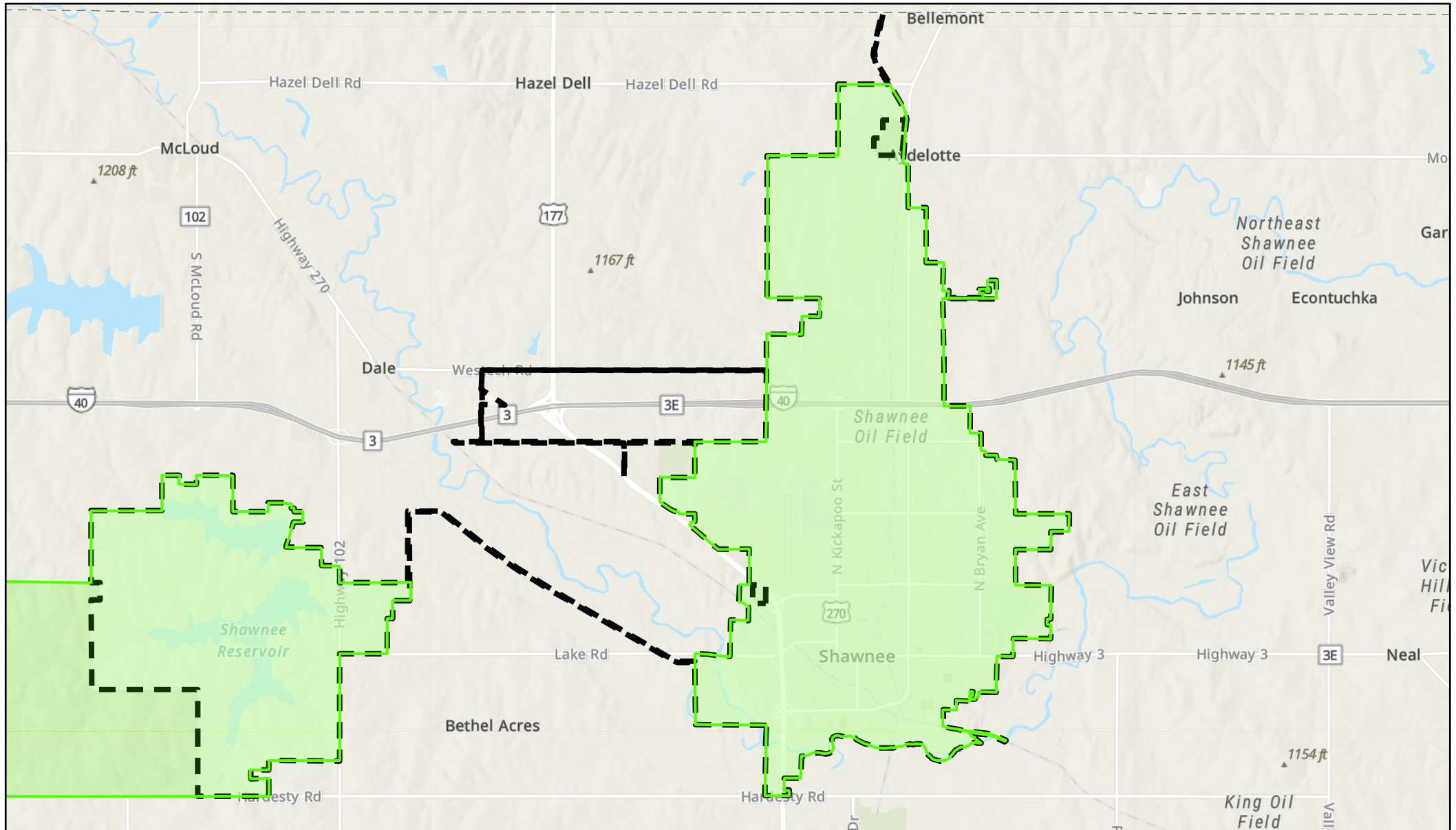
6/1/2022, 12:53:39 PM

- Storm_Early_Warning_System Boundary
- SHAWNEE_CITY_LIMITS



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

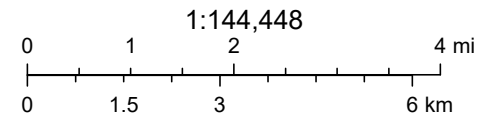
City of Shawnee



6/1/2022, 12:51:57 PM

 Proposed Outdoor Warning System Boundary

 SHAWNEE_CITY_LIMITS



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Regular Board of Commissioners

7.

Meeting Date: 06/06/2022

Memorandum of Understanding

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Resource Center Memorandum of Understanding with Shawnee Rescue Mission.

Attachments

Memo

Memorandum of Understanding



Community Development

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

Date: June 2, 2022
To: City Commission
From: Erika Genty, Homeless Program Coordinator
Subject: Consideration and adoption of MOU for use of Shawnee Rescue Mission as a Homeless Resource Center

Background:

This is a request for the City Commission to review and approve the Memorandum of Understanding (MOU) for use of the Shawnee Rescue Mission, located at 506 S. Beard St, for the purpose of a Homeless Resource Center.

During the course of community discussions last fall and this spring, it was noted that there is a high rate of homelessness in the downtown area of Shawnee, Oklahoma, leading to the perception that the district is unsafe and undesirable for business. The impact of the homeless community on downtown have been documented anecdotally and discussed in detail within the larger community.

A strategically placed Homeless Resource Center, that functions as a day shelter away from the downtown shopping district, would be an additional step in the revitalization of the downtown district while simultaneously meeting the needs of those experiencing homelessness. The day center would serve as a location to access resources, obtain assistance, and other services. City staff, interns, and volunteers would provide the necessary workforce to operate the facility.

Financial Impact: Activities are eligible for reimbursement through the current Emergency Solution Grant.

Attachment: MOU document

Recommendation: Staff recommends MOU adoption.



Community Development Homeless Program

MEMORANDUM OF UNDERSTANDING between the CITY OF SHAWNEE, OKLAHOMA and the SHAWNEE RESCUE MISSION, INC.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to foster a more responsive program of care and coordination toward the homeless population as part of the increased efforts to address the issue of homelessness, its related issues, and ways to address said issues.

Background

The City of Shawnee is a municipal government created to provide a broad range of services designed to foster the health, welfare, safety, and vitality of the Shawnee community and its residents.

The Shawnee Rescue Mission is a non-profit organization created to assist in helping the homeless population within the Shawnee community by providing, or helping to provide, a range of assistance to those without permanent housing and/or at risk for becoming homeless.

The objectives of the City of Shawnee and the Shawnee Rescue Mission intersect in the area(s) of providing services, assistance, emergency shelter, and transitional housing for members of the homeless community in Shawnee. The purpose of this MOU, then, is to codify the relationship so that future interactions are enabled successfully.

The City of Shawnee continues to look at urban renewal to restore economic viability to the downtown and surrounding areas, so that they are more desirable spaces within Shawnee. However, there is a high rate of homelessness in the downtown and surrounding area, lending to the perception that the areas are unsafe and undesirable for business.

The high rate of visible homelessness is due to a lack of resources for individuals experiencing homelessness. These individuals loiter around the library and other public spaces, causing a decrease in business traffic. For renewal and revitalization efforts to succeed, a strategically placed day shelter away from the main shopping district would allow for the revitalization of the downtown and adjacent areas, while meeting the needs of those experiencing homelessness.

To that end, it is the desire of the City of Shawnee and the Shawnee Rescue Mission to enter into this MOU for the purpose of establishing a “day facility” aka “day shelter” at the Shawnee Rescue Mission.

Responsibilities

The City of Shawnee

Section 1: The City of Shawnee will be responsible for the operation of the day center.

Section 2: The City of Shawnee will have use of the building 24 hours a day at times of emergency, such as a cold weather warming station or extreme heat cooling station.

Section 3: The City of Shawnee will have use of the building for special events related to the Homeless Program.

Section 4: The City of Shawnee will install and maintain internet access in a manner deemed most beneficial to the city.

Section 5: The City of Shawnee will be responsible for utility costs.

Section 6: The City of Shawnee will be responsible for liability insurance.

Section 7: The City of Shawnee will supervise those providing services at the shelter.

Section 8: The City of Shawnee will assist the Shawnee Rescue Mission with securing any necessary donations and/or use of any furniture, computers, or appliances for use at the shelter during the contract period. Any donations made directly to the mission shall be property of the mission once the contract has ended OR per the terms of the donation.

Shawnee Rescue Mission

Section 1: The Shawnee Rescue Mission will provide the space for a day center at a cost of \$0.00 per month.

Section 2: The Shawnee Rescue Mission will not be responsible for the operation of the day center.

Section 3: The Shawnee Rescue Mission will retain rights to use the space at times outside the usual business hours of the day center by scheduling with the City of Shawnee and/or its contractors.

Section 4: The Shawnee Rescue Mission grants the City of Shawnee the right to install internet access in a manner deemed most useful for the City.

Section 5: The Shawnee Rescue Mission will be responsible for maintaining insurance for the property.

Section 6: The Shawnee Rescue Mission grants the City of Shawnee the right to alter the building.

Section 7: The Shawnee Rescue Mission grants the City of Shawnee the right to use all spaces within the building.

Section 8: The Shawnee Rescue Mission grants the City of Shawnee the right to use any furniture in the building, provided there is no use or abuse of furniture beyond what is experienced in its normal usage.

Duration:

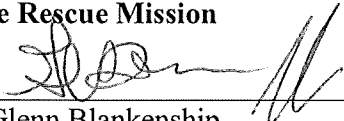
The agreement will be for the duration of one year, commencing on April 1, 2022, and ending on March 31, 2023. This agreement shall be reviewed on or before August 31, 2022, in order to make necessary changes or adjustments as required. The agreement can be amended or terminated at any time by the City of Shawnee OR the Shawnee Rescue Mission upon a fourteen (14) day written notice.

Points of Contact

Glenn Blankenship
Shawnee Rescue Mission
PO Box 1966
Shawnee, OK 74801
405-831-3149

City of Shawnee
Rian Harkins, Community Development Director
222 N. Broadway
Shawnee, OK 74801
405-878-1665

Shawnee Rescue Mission

BY:  6-1-22
Glenn Blankenship
Executive Director
Date

City of Shawnee

BY: _____
Andrea Weckmueller-Behringer
City Manager
Date

Reviewed and approved as to Form

BY: _____
Joseph Vorndran
City Attorney

Regular Board of Commissioners

8.

Meeting Date: 06/06/2022

Appeal

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an appeal of an Administrative Order regarding property located at 528 North Cleveland Avenue.

Attachments

Appeal Letter

Appeal Documentation

~~EXT:~~

Betty Jo <~~betty711jo@gmail.com~~>

Mon 05/16/22 1:10 PM

To: Print & Marketing Services 530 <print.marketing0530@Staples.com>

RECEIVED

MAY 16 2022

CITY CLERK

I am asking for help on my house I feel like I am being told to do stuff that does not need to be done and that I cannot afford I want my house fixed more than anybody that has been my home for many years I left after after a 36-year divorce and was totally confused while I was gone I was robbed three times and several times by my neighbor I made police reports but nothing was ever done the planning committee said that I need a total Remodel and I do not my plans are to take the front mud porch off because it has deteriorated and fix the windows and doors in the front and t a k e the metal roofing off that should have never been put there to begin with and to clean it up inside and out so that I can have a home again that's mine I beg you to help me out and I will do what I said I'm going to do I just can't do it all at once committee says that I need a total remodel on my house and I do not my house is in good structure the front needs to be redone which is a porch area and the yard definitely needs to be cleaned in the back I have tried to keep up with stuff but people just keep destroying my property and nothing is done about it and now they want to tear my house down he told me he said to if I didn't have the money to fix it he was just going to tear it down well that means that I'm going to have to pay to get it tore down and I don't have that either but I can work on the house as I was doing before I found notice on my porch because The Neighbor Next Door had gotten mad again at my son every time he sees him he all right finds some kind of something on us and it's him that needs to be filed on my son was cleaning out the backyard and then the a few days later I have a notice on my house he went over and cut the tree down that was from the neighbor's yard that was hanging on the house and he was told that's my tree and my son just said well it's on my mother's house and we have asked you for years to please cut it off our house we had the house wired and plumbed and all the walls replaced on the inside just before we got our divorce the windows in the front I was planning on replacing them with something different because ever since I put those windows in someone has broken them throwed something shot at them something and they are very expensive panels to replace Acme glass replaced several different pains for me over the years I will pull the premits as I need so he will know what I'm working on. Thank you for anything you can do to help they just made me feel ver uncomfortable in the hearing the other day. if you have any quistion please call

This is for Betty Jo Scott
528 N. Cleveland
Shawnee OK 74801

my cell
405-255-5948

Mailing address
1607 HARWOOD GROVE
TEE OK 74873

THANK YOU

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 12th day of May, 2022 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X/ appeared Betty Scott

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 528 N. Cleveland

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to 5-16, 2022 and shall complete remodel/demo no later than 6 months from date of permit 11-12, 2022

4) Structure ordered to be razed/removed on or about _____, 2022

X/ Betty Scott
Property owner or Representative

Kevin Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

**You have 10 days to appeal this
to the City Commission.**



Notice of Hearing Concerning Dilapidated Building(s)

04/20/2022

ARTHUR & BETTY SCOTT
1607 HARDWOOD GROVE
TECUMSEH, OK 74873

Problem Property: 528 N CLEVELAND
Legal: REMINGTON & BEARD 50' X 150' IN NE/C LOT 14 DES AS BEG 147.9' NE/C OUTLOT 14 W150' N50' E150' S50' POB

It has been reported to the City of Shawnee that there exists on the above property one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS. TRANSFER OF ABOVE SAID PROPERTY IS UNLAWFUL UPON RECEIVING THIS NOTICE.**

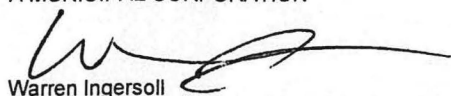
A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at 10:30 AM. on 05/12/2022; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:



Code Enforcement

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

Date: June 2, 2022
To: City Commission
From: Kevin Moore, Building Official
Subject: 528 N Cleveland

Background: The residential structure at 528 N Cleveland St was brought to a Public Nuisance Administrative Hearing on 05.12.2022, and the owner did appear. The owner agreed to get a remodel permit within (48) hours of the hearing date, bring it up to current code and complete the project within 180 days at the hearing. Additionally staff requested the property to be cleaned of all the junk, trash, and debris. Attached are 12 current photos taken since 2014.

The structure and property are not being maintain. The owner has not applied for a permit with the City on this property or made an effort to clean the property. ***It is the recommendation of staff to proceed with demolition if owner fails to apply for a remodel permit within 48 hours.*** This particular property has had public concerns regarding safety, diminished property values of the neighborhood.

Financial Impact: N/A.

Attachment: Appeal Documentation and Photos

Staff Recommendation: Denial of the appeal.

BEFORE THE ADMINISTRATIVE HEARING OFFICER FOR THE
CITY OF SHAWNEE, COUNTY OF POTTWATOMIE
STATE OF OKLAHOMA

ADMINISTRATIVE ORDER

Now, on this 12th day of May, 2022 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

X/ appeared Betty Scott

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

The Hearing Officer finds that due and proper service was made on Respondent at least ten (10) days prior to the date of this hearing. After having carefully reviewed the record and evidence herein, and having heard the evidence and testimony of the Code Enforcement Officer and the Respondent, if any, the Hearing Officer further finds that the subject building(s) is/are dilapidated and detrimental to health, safety, and welfare of the general public or the community, create(s) a fire hazard dangerous to other property, and that the subject property would be benefited by the removal of the subject building(s).

IT IS THEREFORE ORDERED that: (Address) 528 N. Cleveland

1) The Respondent shall commence the:

(a) / / Dismantling and removal of the building(s)

(b) / / Board and secure structure(s)

(c) / / Reset hearing date _____ / / I permit pulled void hearing date _____

2) If Respondent shall fail to perform the work within the dates fixed, the City shall cause such work to be done and the costs of such work, including all notices required in connection herewith, shall be assessed and collected in accordance with City Code Section 7-582.

3) Permits shall be obtained prior to 5-16, 2022 and shall complete remodel/demo no later than 6 months from date of permit 11-12, 2022

4) Structure ordered to be razed/removed on or about _____, 2022

X/ Betty Scott
Property owner or Representative

Kevin Moore
Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

**You have 10 days to appeal this
to the City Commission.**

301 N. Cleveland

DATE 5-12-22

(PLEASE PRINT)

MAILING ADDRESS

301 N. Cleveland Jamie Power 405-326-9091 1001 N. Union Ave Shawnee OK 74801

HEARING DATE 5-12-22 ADDRESS 528 N Cleveland

OWNER PRESENT (Yes/No/Who) Betty Scott

TIME MEETING STARTS 10:30

NOTES

Vacant 2018 Building not being maintained.
Unsecured windows broke - roof improper
repairs - tall grass weeds -
no mortgage
Sales past due

50% completed within 6 mn.
Sealed in - livable - clean up back property
48 hrs building ~~property~~ permit
Electric ~~may~~ need to be replaced
roof has to show no water leakage

ORDER Remodel - 10:45 Am Monday 16, 2022 permit -
6 months to have ~~complete~~ 50% livable

PERMIT OBTAINED BY _____

MEETING ADJOURNED

STRUCTURE REMOVED BY _____

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 528 N CLEVELAND
Lot 002, Block 014,
REMINGTON & BEARD ADDITION

OWNER: ARTHUR SCOTT & BETTY JO SCOTT

HEARING DATE: MAY 12, 2022

CAUSE: Dilapidated Residential Building

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a one-story 1262 sqft vinyl siding & wood frame roof residential structure which has been vacant since 2018, according to City utility records. The building is not being maintain
- Other public nuisance cases: 1) building unsecured 2) high grass 3) trash and debris
- Building Official Report: The residential building is not being maintain and is unsecured. upon my inspection of the property, I found that the structure has multiple windows that are broken and doors that are removed and have been improperly secured and the roof has had improper repairs allowing for the elements to enter the structure unimpeded causing extensive damage to the structure, there is also high grass and weeds in the rear and two unsecured accessory structures .
- Notice mailed by Certificate of Mailing and posted upon property on or about APRIL 20, 2022.
- There is no mortgage















Property Owner**Name:** SCOTT ARTHUR M & BETTY JO**Property Information****Physical Address:** 528 N CLEVELAND**Mailing Address:** 1607 HARDWOOD GROVE
TECUMSEH, OK 74873- **Subdivision:** REMINGTON & BEARD**Block / Lot:** 0014 / 0002**Type:** (RI) Res. Improv.**S-T-R:** N/A**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 0.170**Extended Legal:** REMINGTON &; BEARD 50' X 150' IN NE/C LOT 14 DES AS BEG 147.9'S NE/C OUTLOT 14 W150'
N50' E150' S50' POB**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)
Land:	\$1,567	\$188
Building:	21896	2628
Total:	\$23,463	\$2,816

**Estimated
Taxes:** \$183**Homestead
Credit:** \$1,000Note: Tax amounts are estimates only. Contact
the county tax collector for exact amounts.**Land:**

Land Use	Size	Units
	0.17	Acres

*Hearing***Deed Transfers:**

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
7/20/1995	2450	16	Warr. Deed	27.75	\$18,500	COX JUDITH	QV	
2/19/1993	2178	87	Quit Claim	0.00	\$0	COX TED	U	

Building Inspections Preliminary Report

Address 528 N. Cleveland

- | | |
|---|---|
| 1. Lack of structure maintenance | ☒ Yes ☐ No |
| 2. Weather/elements entering roof structure | Yes ☒ No |
| 3. Weather/elements entering windows or walls | ☒ Yes ☐ No |
| 4. Weather/elements entering doors | Yes ☒ No |
| 5. Exterior siding/ walls degraded | ☒ Yes ☐ No |
| 6. Foundation degraded/failing | Yes ☒ No |
| 7. Structure unsecured | Yes ☒ No |
| 8. Nuisance complaints | ☒ Yes ☐ No |
| 9. Vagrant complaints | ☒ Yes ☐ No |
| 10. Structure fire | Yes ☒ No |

Building Inspector  Date 4-12-22



Notice of Hearing Concerning Dilapidated Building(s)

04/20/2022

ARTHUR & BETTY SCOTT
1607 HARDWOOD GROVE
TECUMSEH, OK 74873

Problem Property: 528 N CLEVELAND

Legal: REMINGTON & BEARD 50' X 150' IN NE/C LOT 14 DES AS BEG 147.9' NE/C OUTLOT 14 W150' N50' E150' S50' POB

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A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **10:30 AM.** on **05/12/2022**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such Report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

If the hearing officer determines that the Report is true and/or that the property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING (S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION


Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC:



528

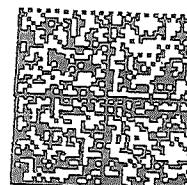
04/20/2022

Name and Address of Sender

Check type of mail or service:

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
- ☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
 (If issued as a
 certificate of mailing,
 or for additional
 copies of this bill)
 Postmark and
 Date of Receipt



FP **US POSTAGE**
\$003.30
CORRECTION
 ZIP 74801
 04/20/2022
 034A 0081801630

Article Number	Addressee (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge
1. Jamie Power	1001 N- Union Shawnee, OK. 74804	.53	.55	
2. Arthur & Betty Scott	1607 Hardwood Grove Tecumseh, OK. 74873	.53	.55	
3. Michael Byrd & Jane Spillars	1523 S. Fairway Drive Stillwater, OK. 74074	.53	.55	
4. Larry Glover	3514 N- Union Shawnee, OK. 74804	.53	.55	
5. Evelyn M. Fuller	812 E. Ada Shawnee, OK. 74801	.53	.55	
6. Ernest & Beverly Davis	718 E- Anna Shawnee, OK. 74801	.53	.55	
7.				
8.				

PS-1 of 1

APR 20 2022
 OK 74801
 SHAWNEE

Total Number of Pieces Listed by Sender	Total Number of Pieces Received at Post Office	Postmaster, Per (Name of receiving employee)
6	6	[Signature]

See Privacy Act Statement on Reverse

interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on Thursday, May 12th, 2022 (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether:

1. Such report is true;

2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and

3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 812 EADA -- Richard & Mary's beg 100'E SW/C blk. 13 N140' E50' S140' W50' to POB -- Evelyn M. Fuller

9:30 AM 1121 W RIDGEWOOD -- Hoffman's blk. 21 LOTS 22 - 24 -- Larry Slover

10:00 AM 813 N HOBSON -- Ap of Ap of res #1 North Park blk. 2 lot 5 -- Michael Byrd & Jane Spillars

10:30 AM 528 N CLEVELAND -- Remington & Beard 50' x 150' in NE/C lot 14 Des as beg. 147.9'S NE/C outlet 14 W150' N50' E150' S50' POB -- Arthur & Betty Scott

11:00 AM 301 N CLEVELAND -- Oak Park blk. 9 lots 32 & 31 -- Dale & Jane Enright

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in

connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE- STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. IF YOU HAVE ANY

AFFIDAVIT OF PUBLICATION

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

Renee' Wortham, of lawful age, being duly sworn and authorized, says that she is publisher of The County Democrat, weekly newspaper printed in Shawnee, Pottawatomie County, Oklahoma a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971 as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true a copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

April 22, 2022

Publishing Fee \$ 86.00

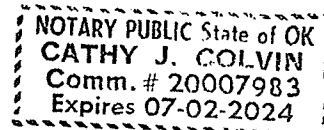
/s/ Renee' Wortham

Subscribed and sworn to before me this 22nd

day of April, 20 22.

/s/ Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

To Owners, Heirs, and Claimants of an interest in the following described real properties located in Shawnee, Pottawatomie County, Oklahoma.

It has been reported to the City of Shawnee that there exists on the following properties one or more Dilapidated Building(s), the condition of which is contrary to the laws and ordinances of said City. The condition(s) which render(s) the building(s) dilapidated or otherwise detrimental to the health, safety, or welfare of the general public or the community is/are as follows: **DILAPIDATED STRUCTURE SHALL BE RAZED AND REMOVED AND LOT CLEARED OF ALL DEBRIS.**

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway on **Thursday, May 12th, 2022** (at the times listed below); where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

1. Such report is true;
2. The property is dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of such condition; and
3. The dilapidated building(s) shall be torn down and removed.

PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 812 E ADA – Richard & Mary's beg 100'E SW/C blk. 13 N140' E50'' S140' W50' to POB – Evelyn M Fuller

9:30 AM 1121 W RIDGEWOOD -- Hoffman's blk. 21 LOTS 22 - 24 -- Larry Slover

10:00 AM 813 N HOBSON -- Ap of Ap of res #1 North Park blk. 2 lot 5 -- Michael Byrd & Jane Spillars

10:30 AM 528 N CLEVELAND -- Remington & Beard 50' x 150' in NE/C lot 14 Des as beg. 147.9'S NE/C outlot 14 W150' N50' E150' S50' POB -- Arthur & Betty Scott

11:00 AM 301 N CLEVELAND – Oak Park blk. 9 lots 32 & 32 –Dale & Jane Enright

If the hearing officer determines that the Report is true and/or that the properties are dilapidated and has become detrimental to the health, safety or welfare of the general public or the community, or creates a fire hazard dangerous to other property or that the property would be benefited by removal of the building(s), the a reasonable time period will be fixed during which you must dismantle and remove the dilapidated building(s). If you do not do so within the allotted time, the City will cause the dilapidated building(s) to be dismantled and removed, and the City Clerk of said City shall cause to be filed a lien against said property for cost and expenses of the work performed by the City and of notice(s) given in connection therewith. In addition, such costs with interest thereon shall be levied on the property and collected by the County Treasurer as are other taxes; and/or the City may pursue legal action to foreclose the lien against the property and/or to collect such cost from you personally.

YOUR FAILURE TO ATTEND THE HEARING WILL RESULT IN THE IMMEDIATE REMOVAL OF THE DILAPIDATED BUILDING(S), PURSUANT TO THE ABOVE-STATED PROCEDURE, WITHOUT FURTHER NOTICE TO YOU. **IF YOU HAVE ANY QUESTIONS PLEASE CALL 405-878-1602**

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT



07/16/2014 09:58

528

protected by ADT

NOTICE TO OCCUPANTS
This structure is declared unsafe for human occupancy. It is unlawful for any person to use or occupy this building after 06/30/2015. Any unauthorized person remaining in this unit will be prosecuted.

DANGER
This structure is declared unsafe for human occupancy. It is unlawful for any person to use or occupy this building after 06/30/2015. Any unauthorized person remaining in this unit will be prosecuted.

06/30/2015 08:27

528

OKLAHOMA
FANS

PARKING
ONLY

OKLAHOMA
SOONERS

PARKING
ONLY

04/26/2018 09:28



528

09/06/2019 09:58



528

10/22/2020 09:01

Regular Board of Commissioners

9.

Meeting Date: 06/06/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance of the City of Shawnee, Oklahoma amending Chapter 7, "Buildings and Building Regulations"; and providing for severability, codification, and repealer.

Attachments

Memo

Ordinance



Office of Engineering

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

Date: June 2, 2022
To: City Commission
From: Seth Barkhimer, City Engineer
Subject: Consideration of an Ordinance Amending Chapter 7 – “Buildings and Building Regulations” of the Code of Ordinances of the City of Shawnee

Background: Chapter 7 of the City of Shawnee Municipal Code encompasses Buildings and Building regulations.

The Oklahoma Uniform Building Code Commission (OUBCC) in 2012 established a system of fees pursuant to statute 59 O. S. § 1000.25. The OUBCC system requires the City of Shawnee to pay \$4 for every building permit issued. With this fee, the statute states that the City may remit a service fee of \$0.50, creating a total OUBCC fee of \$4.50 with every permit that involves a review and inspection based on the adopted building code.

Section 7-331 allows for fees, including, but not limited to, chilled water cooling system, boilers, and commercial refrigeration, to be set by the city’s fee schedule.

These additions do not represent a change to current practices, but rather a restructuring of fees within the City’s fee schedule.

Financial Impact: N/A

Attachment: Ordinance

Staff Recommendation: Approval of the Ordinance

ORDINANCE NO. _____ NS

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING CHAPTER 7, "BUILDINGS AND BUILDING REGULATIONS"; AND ALSO PROVIDING FOR SEVERABILITY, CODIFICATION, AND REPEALER.

WHEREAS, the Code of Ordinances of the City of Shawnee must be amended from time to time to comply with the laws of the State of Oklahoma and the Charter of the City of Shawnee; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, STATE OF OKLAHOMA AS FOLLOWS:

Section 1: Section 7-32 is hereby amended to read as follows:

The building code adopted in Section 7-31 is amended as follows:

Section 101.1 Insert: City of Shawnee, Oklahoma.

Section 105.5 is amended to read: Unless otherwise provided for, any permit issued shall become invalid if the authorized work is not commenced within six months after issuance of the permit or after the work is started, the authorized work is suspended or abandoned for a period of six months. Following suspension of a permit, the owner or contractor may apply for an extension to the permit and new permit fees shall be charged. There shall be a one-time-only six-month extension of a permit. If upon expiration of the permit extension the structure is not completed, the building official shall proceed to have the structure declared a public nuisance.

Section 109.2 is amended by inserting the following:

- (a) No building permit shall be issued until the following fees shall have been paid to the building permit clerk or agent thereof:
 - 1. *New construction*: For a permit for the new construction of a room addition, building or structure, a fee amount provided by the city fee schedule shall be paid.
 - 2. *Remodel or alteration of structure*: For a permit for the remodeling or alteration of an existing building or structure, a fee amount provided by the city fee schedule shall be paid.
 - 3. *Accessory structure construction*: For a permit to construct an accessory structure up to 400 square feet, but no less than 200 square feet, a fee amount provided by the city fee schedule shall be paid.
 - 4. *Plan check fee*: A plan check fee for the building plan review of building construction shall be 25 percent of the building permit fee.
 - 5. *Removal of a structure to another location*: The permit fee for the removal of a building or structure from one lot to an adjacent lot shall be provided by the city fee schedule.
 - 6. *Demolition*: For a permit for the demolition of a building or structure or parts thereof, a fee amount provided by the city fee schedule shall be paid. The fee is credited back if a construction starts within 30 days on the vacant lot.
 - 7. *Swimming pool permits*: A fee in the amount provided by the city fee schedule shall be charged per permit. This is required for both in-ground and above-ground pools with a diameter greater than ten feet and a water depth greater than 40 inches.
 - 8. *Driveway permits*: A fee in the amount provided by the city fee schedule shall be charged per driveway.
 - 9. *Minimum permit fee*: A minimum permit fee in the amount provided by the city fee schedule is established for any construction permit.
 - 10. *Construction without a permit*: The permit fee shall triple if any person commences construction prior to obtaining a permit.
 - 11. *Re-inspection*. For re-inspection made necessary because of defective work, a fee provided by the city fee schedule based on the number of occurrences.
 - 12. The building official shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

Section 111.0 Certificate of occupancy is amended by inserting the following:

- (a) Certificate of occupancy; fee. No change shall be made in the use or occupancy of any commercial or industrial building until a certificate of occupancy is obtained from the building inspector certifying that all the provisions of this Code are met. The fee for a certificate of occupancy is provided by the city fee schedule.
- (b) Whenever a building permit is issued for the erection of a new building or structure, an occupancy permit shall be required prior to occupancy. Fees are provided by the city fee schedule.
- (c) Temporary certificates of occupancy for a change in use of any land or tenancy or existing building or structure or for a new building or structure may be approved at the discretion of the building official, but at no time shall a temporary certificate of occupancy be approved if any life, safety or health requirements do not meet the ordinances of the city as determined by the building official. Should a final commercial or industrial certificate of occupancy not be approved by the building official, a temporary commercial or industrial certificate of occupancy may be approved for 60 days at the discretion of the building official. At the end of the first 60 days, the building official shall have the authority to extend the temporary commercial or industrial certificate of occupancy in 30-day increments. It shall be the responsibility of the applicant to apply for a renewal at the end of the date of expiration of the temporary certificate of occupancy. No renewal of the temporary certificate of occupancy shall be issued until an additional fee is paid. Such fee is provided by the city fee schedule. The building official shall have the authority to deny applications for renewal of temporary certificates of occupancy. Upon denial of the application for renewal of a temporary certificate of occupancy, the building official shall give written notice to the applicant that the utility services to the premises shall be disconnected if operations have not ceased within ten days after receipt of the notice of denial of the temporary certificate of occupancy. Notice shall be delivered in person or by certified mail, return receipt, within ten days of the denial.
- (d) One- and two-family residences are exempt from the requirements of this section.

Section 114.4 is amended by inserting the following:

Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine represented in the city fee schedule, or punishable by imprisonment not exceeding 60 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be a separate offense.

Section 115.3 is amended by inserting the following:

Unlawful continuance: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine established in the city fee schedule.

Section 1612.3 Insert: City of Shawnee, the adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section, and at all times henceforth, the most current version of the FEMA map and documentation shall be automatically adopted and shall take precedent over previous maps.

Section 3412.2 is amended by inserting the following: Compliance alternatives: Structures existing prior to February 3, 1983 in which there is work involving rehabilitation.

Section 2: Section 7-160 is hereby amended to read as follows:

- (a) In order to secure a permit for the installation of electric wiring, any licensed electrical contractor, before beginning any electrical work, will make application to the electrical

inspector accompanied by the applicable permit and inspection fees in the amount provided in the city fee schedule.

- (b) Any structure having more than one electrical service meter located on the same structure shall number each meter consecutively and concurrent with each unit to which electrical service is provided.
- (c) New construction, single-family residence. For new construction in a single-family residence, the fee shall be included in the building permit fee.
- (d) New construction, commercial or multiple-occupancy. For new construction in a commercial or multiple-occupancy, the fee shall be included in the building permit fee.
- (e) Change of an existing service. For modification of an existing service in a residential, commercial or multiple-occupancy, the fee is provided by the city fee schedule.
- (f) Re-inspection. For re-inspection made necessary because of defective work, a fee provided by the city fee schedule based on the number of occurrences.
- (g) Miscellaneous work shall be charged a permit fee as established in the city fee schedule.
- (h) Construction without a permit. The permit fee shall triple if any person commences construction prior to obtaining a permit.
- (i) The building official shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

Section 3: Section 7-267 is hereby amended to read as follows:

The fuel gas code adopted in section 7-266 is amended as follows:

Section IFGC-101.1 is amended by inserting the following: City of Shawnee, Oklahoma.

Section IFGC-106.6.2 is amended by inserting the following:

- (a) *New construction, single-family residence.* For new construction in a single-family residence, the fee shall be included in the building permit fee.
- (b) *New construction, commercial or multiple occupancy.* For new construction in a commercial or multiple occupancy, the fee shall be included in the building permit fee.
- (c) *Change of an existing service.* For modification of an existing service in a residential, commercial or multiple-occupancy, the fee is provided by the city fee schedule.
- (d) *Re-inspection.* For re-inspection made necessary because of defective work, a fee provided by the city fee schedule based on the number of occurrences.
- (e) *Boring.* The fee for boring in the public right-of-way shall be as established in the city fee schedule.
- (f) *Construction without a permit.* The permit fee shall triple if any person commences construction prior to obtaining a permit.
- (g) The building official shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

Section IFGC-106.6.3.2 is hereby deleted.

Section IFGC-106.6.3.3 is hereby deleted.

Section 4: Section 7-331 is hereby amended to read as follows:

The mechanical code adopted in section 7-297 is amended as follows:

Section IMC-101.1 is amended by inserting the following: City of Shawnee, Oklahoma.

Section IMC-106.5.2 is amended by inserting the following:

- (a) *New construction, single-family residence.* For new construction in a single-family residence, the fee shall be included in the building permit fee.
- (b) *New construction, commercial or multiple-occupancy.* For new construction in a commercial or multiple-occupancy, the fee shall be included in the building permit fee.

- (c) *Change of an existing service.* For modification of an existing service in a residential, commercial or multiple-occupancy, the fee is provided by the city fee schedule.
- (d) *Re-inspection.* For re-inspection made necessary because of defective work, a fee provided by the city fee schedule based on the number of occurrences.
- (e) *Construction without a permit.* The permit fee shall triple if any person commences construction prior to obtaining a permit.
- (f) *New or change of existing equipment.* A permit fee in the amount provided by the city fee schedule shall be charged for new or change of existing equipment.
- (g) *Commercial refrigeration.* A permit fee shall be charged in the amount provided by the city fee schedule for commercial refrigeration.
- (h) *Chilled water cooling system.* a permit fee in the amount provided by the city fee schedule shall be charged for a chilled water cooling system.
- (i) *Boilers.* A permit fee shall be charged in the amount provided by the city fee schedule for boilers.
- (j) The building official shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

Section IMC-106.5.3(2) is hereby deleted.

Section IMC-106.5.3(3) is hereby deleted.

Section 5: Section 7-362 is hereby amended to read as follows:

The plumbing code adopted in section 7-361 is amended as follows:

Section 101.1 is amended by inserting the following: City of Shawnee, Oklahoma.

Section 106.6.2 is amended by inserting the following:

- (a) New construction, single-family residence. For new construction in a single-family residence, the fee shall be included in the building permit fee.
- (b) New construction, commercial or multiple-occupancy. For new construction in a commercial or multiple-occupancy, the fee shall be included in the building permit fee.
- (c) Change of an existing service. For modification of an existing service in a residential, commercial or multiple-occupancy, the fee is provided by the city fee schedule.
- (d) Re-inspection. For re-inspection made necessary because of defective work, a fee provided by the city fee schedule based on the number of occurrences.
- (e) Boring. The fee for boring in the public right-of-way shall be as established in the city fee schedule.
- (f) Construction without a permit. The permit fee shall triple if any person commences construction prior to obtaining a permit.
- (g) The building official shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

Section IPC-106.5.3(2) is hereby deleted.

Section IPC-106.5.3(3) is hereby deleted.

Section 305.4.1 shall read, insert: 18 inches; 18 inches.

Section 903.1 shall read, insert: 6 inches.

Section 6: REPEALER. All sections, subsections, clauses, and sentences of existing law in conflict with this ordinance are repealed.

Section 7: CODIFICATION. This Ordinance shall be codified in the Shawnee Municipal Code, and the codifier is authorized to set out the ordinance as appropriate.

Section 8: 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.

PASSED AND APPROVED this ____ day of ____, 2022

ED BOLT, MAYOR

ATTEST:

(SEAL)

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 06/06/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma updating the City Fee Schedule by amending Chapter 7, "Buildings and Building Regulations".

Attachments

Resolution

Exhibit A

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA UPDATING THE CITY FEE SCHEDULE BY AMENDING POTIONS OF CHAPTER 7 – “BUILDINGS AND BUILDING REGULATIONS”.

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 the Mayor and the City Commission of Shawnee, Oklahoma wishes to update the City Fee Schedule in a manner described below so as to set fees pursuant to Chapter 7.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Commission of Shawnee, Oklahoma that:

Section 1. Section 109.2 (a) of Section 7-32 of Article II of Chapter 7 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work:First Occurrence	\$25
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢

Section 2. Section 7-160 of Division 3, Article III, of Chapter 7 shall include the following fee to the City Fee Schedule:

Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢

Section 3. Section 7-267 of Article IV of Chapter 7 shall include the following fee to the City Fee Schedule:

Part II Chapter 7 Art IV Sec 7-267 Section IFGC- 106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 7 Art IV Sec 7-267 Section IFGC- 106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢

Section 4. Section 7-331 of Division 2, Article V, of Chapter 7 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢

Section 5. Section 7-362 of Division 1, Article VI, of Chapter 7 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢

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 amends City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of June, 2022.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

<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 II Sec 7-32 (a)(1)	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 (a)(1)	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 (a)(2)	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 (a)(2)	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 (a)(3)	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 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			

<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 II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
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 115.3	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			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$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 III Div 3 Sec 7-160 (e)	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 3 Sec 7-160 (e)	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 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspection made because of defective work: First Occurrence	\$25			

<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 IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	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 V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			

<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 V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing 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 VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$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>
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII 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 XIV 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 XIV 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			

<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 XIV 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 XIV 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 XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV 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 XV 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 XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$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 7 Art XV 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 XV 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 XV 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			

Regular Board of Commissioners

11.

Meeting Date: 06/06/2022

Resolution

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

Resolution

Exhibit A

Exhibit B



City Clerk's Office

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

Date: June 2, 2022
To: City Commission
From: Lisa Lasyone, City Clerk
Subject: Consideration of a Resolution Updating the City Fee Schedule to Increase Sanitation Rates for Residential Customers

Background: On March 7, 2022, the City Commission approved Resolution No. 6655, which increased sanitation rates by 3.5% and added a \$1.00 hazardous waste fee to all residential accounts. The intent was to add the hazardous waste fee to the base charge for the (1) small 65-gallon polycart service, (2) the large 95-gallon polycart service and (3) the sanitation only service. At that time, the \$1.00 hazardous waste fee was also inadvertently added to the additional polycart fee. This proposed resolution will remove the \$1.00 fee to the additional polycart fee.

Financial Impact: At the time of this memo, approximately 1,292 accounts have been charged the \$1.00 fee for the additional polycart. If the resolution is approved, Staff will adjust all accounts that were charged the \$1.00 hazardous waste fee for the additional polycart. The adjustment will be approximately \$1,292.00.

Attachment: Resolution

Staff Recommendation: Approval of the item.

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, Section 9.6.1 of Modification to Unit Prices included in the General and Special Provisions for Solid Waste Collection, Recycling and Disposal Services contained with the Request for Proposals for the current Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides as follows

- 9.6.1 Fees which may be charged by the CONTRACTOR for the second and subsequent period of the contract will be adjusted upward or downward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers: Water and Sewer and Trash Collection Services, as published by the U.S. Bureau of Labor Statistics. It is expressly understood and agreed that the maximum annual increase shall not exceed 3.5 percent (3.5%). At the end of the last day of the last month of each contract period, (the "Rate Modification Date") the fees will be increased or decreased for the ensuing contract period in a percentage amount equal to ninety percent (90%) of the net percentage change of the All Items Index, plus ten percent (10%) of the net percentage change of the Gasoline Index. All percentage changes are to be computed as the difference between the index value for the April reporting period for the prior year and the April reporting period of the contract period, divided by the index value for the previous year;

and

WHEREAS, Section 5 of the Memorandum of Understanding dated May 18, 2020, provides that the Contract Rate shall be increased, yearly, in accordance with the percentage increase in the Consumer Price Index over the previous twelve-month period from 2020 (i.e. the difference, expressed as a percentage, between the value of the CPI in June, 2021, and the value of the CPI published in June, 2020). The new adjusted Contract Rate shall begin on July 1, of each year. If in any year the CPI decreases, the Contract Rate for that year shall remain flat (and shall not increase or decrease);

WHEREAS, a component of the Schedule of Quotes approved by the Contract for Solid Waste Collection, Recycling and Disposal Services dated July 1, 2020 provides for a monthly Hazardous Waste Collection Fee, said collection to be during the Spring Clean-Up. This component has not been previously included in the monthly charges to residential customers and City Commission wishes to update the rates to include the hazardous waste collection fee; and

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 (Includes 3.5% CPI Increase Plus \$1.00 per month hazardous waste fee)
Small Polycart (65 gallon)	\$17.91
Large Polycart (95 gallon)	\$22.57
Additional Polycart (95 gallon)	\$11.39
Solid Waste Service Only	\$22.57

Section 2. **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 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 April 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 3. **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 4. **Effective Date.** The effective date of the fee changes in this Resolution is June 6, 2022.

PASSED AND APPROVED this _____ day of June, 2022.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

MUNICIPAL CODE SITE
CHAPTER 23: SOLID WASTE

DEPARTMENT

DESCRIPTION

FEE

FINE

BOND

INSURANCE

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)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			

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			
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$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 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			
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			

<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) (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			
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One-time public event license	\$255			

<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 4-7 (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		
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		

<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 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			
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		

<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 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			
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			

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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			
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			

<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 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			
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			

<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 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		
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 (a)(1)	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 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			

<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 II Sec 7-32 (a)(2)	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 (a)(2)	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 (a)(3)	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 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			

<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 II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
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 115.3	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 3 Sec 7-160 (e)	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 3 Sec 7-160 (e)	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 3 Sec 7-160 (e)	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 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			

<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 III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			

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Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			

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Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			

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Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			

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Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000

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Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII 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 XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			

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Part II Chapter 7 Art XIV 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			
Part II Chapter 7 Art XIV 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 XIV 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 XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			

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Part II Chapter 7 Art XV 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 XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV 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 XV 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 XV 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			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
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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		Auctioneers:				
		License Fee per annum;	\$100;			
		per day in lieu of per annum;	\$10;			
		per week in lieu of annum;	\$20;			
Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	per month in lieu of annum	\$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 X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
		Vehicles For Hire:				
		Initial License Fee;	\$25;			
Part II Chapter 8 Art X Div 2 Sec 8-505	Business, Permits, and Licenses	License fee for each additional vehicle	\$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			
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		

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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		
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			

<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 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			
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			

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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			
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		

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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						
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (1)	Floods	Notice of Intent Fee	\$25			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (2)	Floods	Floodplain Development Permit Application Review	\$100			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain Development Permit Fee	\$25			
		Floodplain management fee schedule:				
Part II Chapter 14 Art II Div 2 Sec 14-70 (4)	Floods	Inspection Fee	\$25			
Part II Chapter 14 Art II Div 2 Sec 14-71	Floods	Maximum Penalty for each conviction of noncompliance		\$500		

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

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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		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		

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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		
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		

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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		
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		

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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		
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		

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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		
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		

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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		
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		

<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 20-140	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		
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		

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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			
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			

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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			
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			

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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			
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			

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CHAPTER 22: PLANNING AND DEVELOPMENT						
Part II Chapter 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit	\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			
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			

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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			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$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 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						

<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 I GENERAL						
Part II Chapter 26 Art I Sec 26-1 (c) and (d)	Utilities	Investor Owned Utilities	Franchise Tax + Current Sales Tax			
CHAPTER 26 ARTICLE II WATER and SEWER						
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	Water Rates: The minimum charge for water used by consumers inside the city limits: RESIDENTIAL:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$23.42			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
	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	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		More than 2,000,000	\$4.74			
		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	\$29.28			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
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	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
		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	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
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	\$15.27			
		Over 1,000	\$3.38			
		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	\$19.11			
		Over 1,000	\$3.29			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
No Ordinance	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Fees	RESERVED			

<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 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 7	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (a) (b)	Utilities	(Non-Metered Users) User Charge - Treatment of Domestic Wastewater	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (c)	Utilities	Excessive Strength Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (e)	Utilities	Toxic Pollutant Charges	Refer to Code			
Part II Chapter 26 Art II Sec 26-29 (g)	Utilities	Charges for Extraneous Flows	Refer to Code			
CHAPTER 26 ARTICLE III WATER						

<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 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: Fines: 1st Violation;		Warning		
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		

<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 III Div 1 Sec 26-71 (a) (2)	Utilities	Individual Water Well: Permit Fee	\$100			
Part II Chapter 26 Art III Div 1 Sec 26-72	Utilities	Fire hydrant meter for bulk water purchase: Refundable Deposit	\$1,100			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 5/8" or 3/4"	\$300			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1/2" or 3/4"	\$350			
Part II Chapter 26 Art III Div 1 Sec 26-97	Utilities	Water Service Tapping Fee: Meter Size of 1.0" and over	\$450			
Part II Chapter 26 Art III Div 1 Sec 26-104	Utilities	Filling Swimming Pools	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-132 (a)	Utilities	Water Service Cash Deposit Residential	\$75			
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			

<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 III Div 2 Sec 26-101(c)	Utilities	Transfer of Service Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-132(a)	Utilities	Water Service Cash Deposit - Residential	\$75			
Part II Chapter 26 Art III Div 2 Sec 26-132(c)	Utilities	Processing Fee	\$25			
Part II Chapter 26 Art III Div 2 Sec 26-173	Utilities	Meter Maintenance Fees				
		Residential	\$6 per month			
		Commercial				
		Meter Size	Rate Per Month			
		3/4" Meter	\$6			
		5/8" Meter	\$6			
		1" Meter	\$6			
		1-1/2" Meter	\$7			
		2" Meter	\$9			
		3" Meter	\$13			
		4" Meter	\$17			
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Removal, Plugging, Locking, and Resetting of City Water Meters: Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			

<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 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 Serv	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Sewers: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Falsifying Information: Maximum Fine		\$500		
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Sewers: Citation: Maximum Fine		\$1,000		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			
Ordinance Pending	Utilities	Fee: Field Charge For Seconds Trip to turn on Domestic Water and No Adult Present	\$25			
CHAPTER 27: VEGETATION						
Part II Chapter 27 Art II Div 2 Sec 27-56	Vegetation	License to Trim, Prune, or Remove: License Fee	\$25			
Part II Chapter 27 Art II Div 2 Sec 27-57	Vegetation	License to Trim, Prune, or Remove: Bond			\$1,000	
Part II Chapter 27 Art II Div 2 Sec 27-58	Vegetation	License to Trim, Prune, or Remove: Liability Insurance			\$5,000, \$10,000, \$5,000	
Part II Chapter 27 Art II Div 3 Sec 27-92	Vegetation	Arborists License Fee; Bond; and Liability Insurance			\$1,000	\$50,000, \$100,000
Part II Chapter 27 Art II Div 3 Sec 27-94	Vegetation	Maximum Fine.		\$100		
CHAPTER 28: WELLS, OIL AND GAS						
Part II Chapter 28 Art II Div 1 Sec 28-33 (b)	Wells, Oil and Gas	Maximum Fine		\$500		

<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 II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Flat Fee per well under 10 wells	\$50			
Part II Chapter 28 Art II Div 1 Sec 28-37	Wells, Oil and Gas	Release of bonds and insurance on sale of well: Release of 10 or more wells	\$500			
Part II Chapter 28 Art II Div 2 Sec 28-67 (b)	Wells, Oil and Gas	Application and Permit Fee and first year of operation fee	\$3,500			
Part II Chapter 28 Art II Div 2 Sec 28-69 (a)	Wells, Oil and Gas	Surety Bond			\$50,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (c)	Wells, Oil and Gas	Blanket Corporate Surety Bond			\$500,000	
Part II Chapter 28 Art II Div 2 Sec 28-69 (d)	Wells, Oil and Gas	Continuing Irrevocable Letter of Credit in lieu of Corporate Surety Bond			\$50,000.00	
Part II Chapter 28 Art II Div 2 Sec 28-70 (b)	Wells, Oil and Gas	Liability Insurance Minimum				\$500,000
Part II Chapter 28 Art II Div 2 Sec 28-72	Wells, Oil and Gas	Denial; cancellation of application processing fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (a)	Wells, Oil and Gas	Annual Permit Fee	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-73 (b) (1-2)	Wells, Oil and Gas	Annual Permit Fee: <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			

<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 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 more than \$15 per barrel for the 12 months preceding the anniversary date</u>	\$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

12. a.

Meeting Date: 06/06/2022

Admin Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fire Department Staffing – Andrea Weckmueller-Behringer, City Manager

Attachments

Memo

Presentation



City Manager's Office

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

Date: June 2, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Administrative Report - Fire Department Staffing

Background: The accompanying presentation focuses on the Shawnee Fire Department. The primary areas that will be addressed include:

- Department Background
- Current Funding
- Challenges
- Staffing Need
- Need for Additional Funding

At the end of the presentation, City staff will be available to take questions from the City Board of Commissioners.

Financial Impact: N/A.

Attachment: Presentation.

Staff Recommendation: Informational item only.



Fire Department - Staffing

Andrea Weckmueller-Behringer, City Manager
June 2, 2022

Background

Fire Department Staffing Levels

3 – Administration

2 – Fire Marshall's Office

1 – Training

48 – Fire Suppression

Background

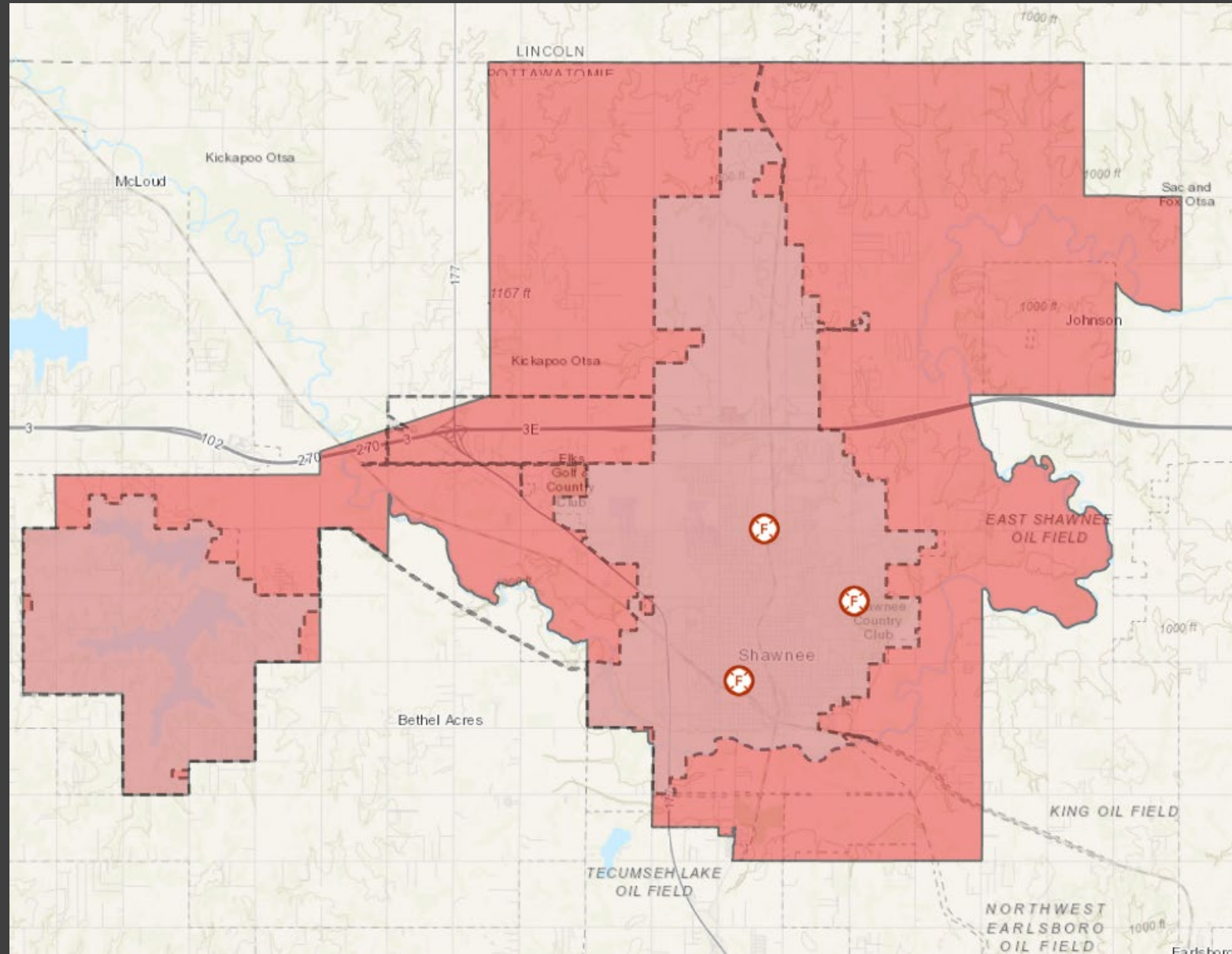
Fire Suppression Staffing Breakdown

- Three Shifts
- Red / Green / Blue Shift
- Current staffing (48) provides 16 firefighters per shift
- Minimum Staffing – 12 per shift

Background

Light Red - City
Limits
(44 square miles)

Light + Dark Red -
Shawnee Fire
District
(116 square miles)



Background

City	Response Area (sq miles)	Call Volume	Population	Stations	Suppression Staffing	Staff/1,000 Residents	Avg. Calls/Staff
Oklahoma City	621	70,000	680,000	38	877	1.29	80
Norman	195	19,500	120,000	9	150	1.3	130
Edmond	98	9,007	93,101	5	114	1.2	79
Moore	22	6,569	61,683	4	66	1.1	100
Midwest City	27	8,557	57,392	6	76	1.3	113
Shawnee	116	6,000	31,361	3	48	1.5	125
Yukon	26	4,000	27,557	2	39	1.4	103
Del City	8	4,185	21,762	2	30	1.4	140
Mustang	12	2,000	21,000	1	21	1	95

Current Funding

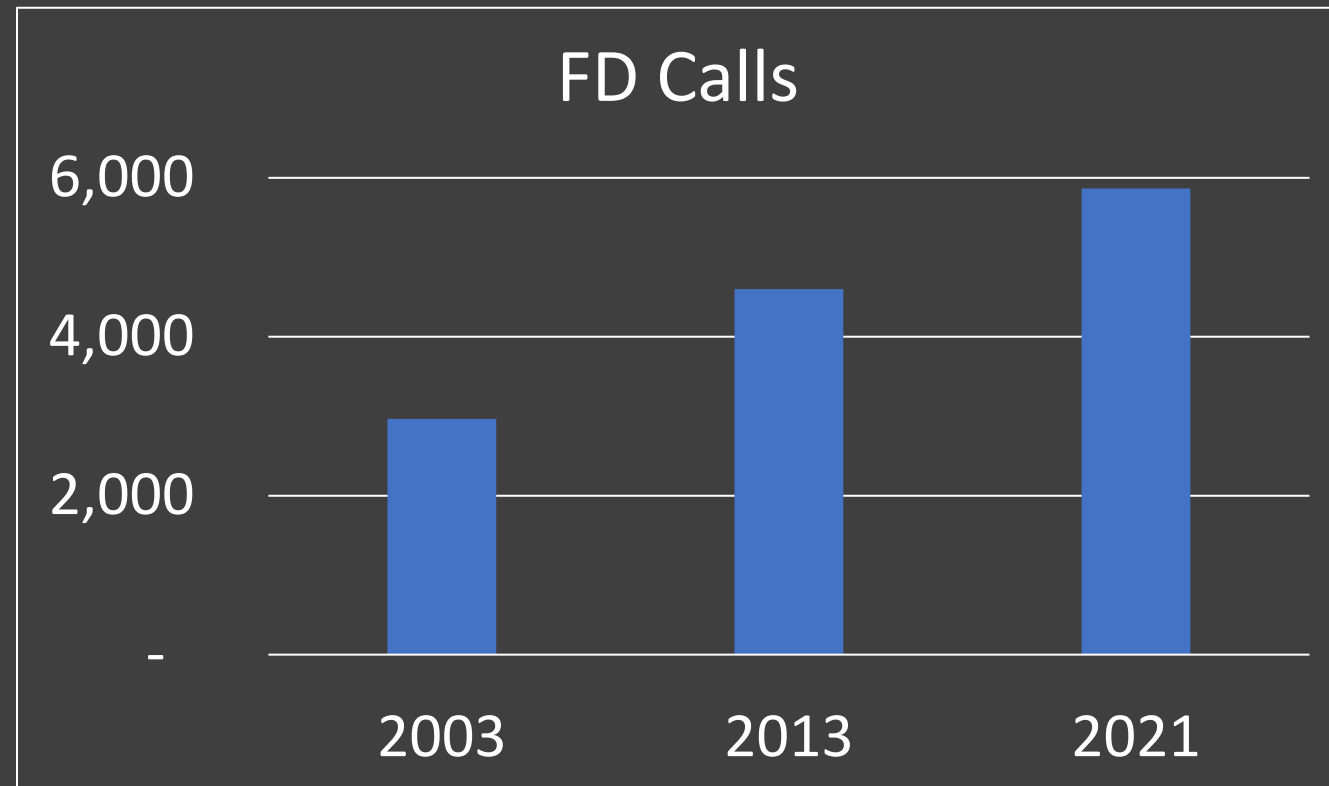
- General Fund (\$6,455,949 or 24.4%), including a dedicated $\frac{1}{16}$ th of 1% of a permanent sales tax

Capital Expenditures Only

- Dedicated $\frac{1}{8}$ th of 1% of a temporary sales tax
- Portion of $\frac{7}{8}$ th of 1% of a permanent sales tax
- $\frac{1}{12}$ th of 1% of a county-wide temporary sales tax

Challenges

- Increased Call Volume
- Growth Outside of City Limits
- Staffing Level



Staffing Need

- **Three Additional Firefighters for the Fire Suppression Division**
- **Brings Total to 51 firefighters (17 for Each Shift)**
- **Estimated Annual Cost: \$229,453.91**

Funding is Needed

Limited funding sources

- SAFER Grant
- Utility Account Fee
- Additional Dedicated Sales Tax
- Public Safety Protection Tax District

City Commission Q & A

Regular Board of Commissioners

12. b.

Meeting Date: 06/06/2022

Admin Report

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Santa Fe Depot – Rian Harkins, Community Development Director

Attachments

Memo

Presentation



Community Development

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

Date: June 2, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Administrative Report – Santa Fe Depot Visioning Update

Background: The Santa Fe Depot – Community Visioning Process was first outlined at the May 2, 2022 City Commission meeting. This visioning process includes several town hall meetings and an online survey; associated background information can be found on the City website.

The purpose of this administrative report will be to share with the City Commission an overview of the feedback received to date in both the town hall meetings and the online survey.

Financial Impact: N/A.

Attachment: Presentation.

(Townhall Meeting material links: bit.ly/depot-vision and bit.ly/depotFAQ)

Staff Recommendation: Informational item only.



Santa Fe Depot

Rian Harkins, Community Development Director

June 6, 2022

Visioning Process

Outlined on May 2, 2022, at City Commission meeting

- Process includes –
 - Web page for project
 - Online Survey
 - Town Hall Meetings (82 people at first two meetings)
 - Smaller Group Discussions at various stations
 - Visual Preference Survey
 - Question Cards
 - Meetings with Community Partners

Information Shared with Public

- Townhall Meeting Boards bit.ly/depot-vision
 - Visioning purpose
 - Depot Ownership and Building Use over time
 - Current Condition
 - Potential Uses of other Depots
 - Rehabilitation Funding Sources
- Handout with Frequently Asked Questions & Answers bit.ly/depotFAQ



Remaining Meeting Dates

- ~~• May 24, 2022 - City Hall, Commission Chambers, 6 pm~~
 - ~~• May 25, 2022 - City Hall, Commission Chambers, 4 pm~~
 - ~~• June 2, 2022 - City Hall, Commission Chambers, 10 am~~
 - June 7, 2022 - City Hall, Commission Chambers, 5:30 pm - Listening Session
 - June 8, 2022 - City Hall, Commission Chambers, 11 am
 - June 9, 2022 - City Hall, Commission Chambers, 5:30 pm
-
- June 20, 2022 - City Commission Meeting, 6 pm - draft vision presented

Survey Feedback

Survey received 581 total responses as of 6/1/2022

- Multiple Option Answers
 - 482 indicated a museum was most appropriate
 - 848 indicated other functions were most appropriate
-

Survey will remain open until
Friday, June 10, 2022

Visual Preference Feedback

As of 6/1/22

Function	Great	Good	Neutral	Fair	Poor	N/A
Retail	5	4	4	10	41	4
Passeger Transit	7	9	7	1	33	8
Museum	52	5	1	2	3	2
Office Use	3	6	1	6	44	7
Restaurant	11	5	4	7	34	6
Art Gallery	10	10	7	5	28	7
Event Space	10	5	8	6	30	6
Civic/Other	8	8	6	6	30	8

Additional Feedback & Questions

- The building needs to be maintained AND draw people to downtown!
- Why has the city waited for so long?
What are the repair/maintenance plans?
- Museum is the only option, and the only one that allows for public viewing of the inside!
- Why can't uses be combined?
Why can't the history be included with new uses?
- Can the City work with PCHS?

City Commission Q & A