

AGENDA
BOARD OF CITY COMMISSIONERS
May 16, 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. Presentation of a Certificate of Recognition to the Gordon Cooper Technology Center – Robotics Team.
2. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
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.
- 4. Presentation by Animal Control to present the Pet of the Week.
- 5. Mayor's Proclamations:

"Avedis Foundation Health Week"
May 21-27, 2022
- 6. Presentation of the City of Shawnee Proposed Budget for Fiscal Year 2022-2023.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.)*

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.
14. Acknowledge monthly Sales Tax and Budget Reports.
15. Administrative Reports
 - a. Shawnee Homeless Program Update – Erika Genty, Homeless Program Coordinator
 - b. Shawnee Twin Lakes Police Patrol – Mason Wilson, Police Chief
16. New Business

(Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda)
17. Commissioners Comments
18. 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

3. a.

Meeting Date: 05/16/2022

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the May 2, 2022 regular meeting.

Attachments

Minutes

BOARD OF CITY COMMISSIONERS PROCEEDINGS
MAY 2, 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 2, 2022 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 5:33 p.m. on April 28, 2022. Mayor Bolt presided and Miss Addison Proffer called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Absent
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: Darren Rutherford

INVOCATION

Commissioner Daniel Matthews

FLAG SALUTE

AGENDA ITEM NO.1:

Presentation of Certification of Recognition to
Cadet Second Lieutenant Jacob Anderson, Civil Air
Patrol, U.S. Air Force Auxiliary.

Mayor Bolt presented Cadet Second Lieutenant Jacob Anderson with the Certificate of Recognition of Licensed Private Pilot.

AGENDA ITEM NO. 2:

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

Ms. Amy Carata spoke regarding additional police presence at the Shawnee Twin Lakes during the Memorial Day weekend and thanked the Commission for the education on the Zebra Mussels.

Mr. Rob Morris spoke regarding the Meshek & Associates sidewalk project, the surplus bricks, the Shawnee Civic and Cultural Development Authority and Agenda Item No. 7.

Mr. Donald Freeman spoke regarding Shawnee Airport Authority Agenda Item No. 3.

AGENDA ITEM NO. 3:

Consider approval of Consent Agenda:

- a. Minutes from the April 18, 2022 regular meeting.
- b. Acceptance of a proposal with Atwood Law Firm for Municipal Judge services.
- c. Acknowledge the resignation of Crista Blue from the Shawnee Urban Renewal Authority.
- d. Mayor's Appointments:

Airport Advisory Board
Harmik DerSahakian
Reappointment

2nd Full Term Expires: July 1, 2025

Randall J. Rogers
Reappointment

2nd Full Term Expires: July 1, 2025

Shawnee Library Board
Justin Wood
Reappointment

2nd Full Term Expires: June 30, 2025

Kim Paxson
Reappointment

1st Full Term Expires: June 30, 2025

- e. Lake Lease Transfer:

TRANSFER:

Lot 13 Johnston Tract, 16624 Stevens Road
From: Raymon Burton and Brandon Edwards
To: Ron and Mindee Duffell, and Raymon Burton

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve Consent Agenda Item Nos. 3(a-e). Motion carried 6-0.

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

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 Clair, a six-month-old female cat. The Animal Shelter currently has twenty-five dogs and six cats.

AGENDA ITEM NO. 5:

Mayor's Proclamations:

"National Travel and Tourism Week"
May 1-7, 2022

Tourism Director Stacy Moore and Travel Communications Manager Erica Bass accepted the Mayor's Proclamation for "National Travel and Tourism Week" from Mayor Bolt.

"National Emergency Medical Services Week"
May 15-21, 2022

Mr. Willis Snowden with REACT accepted the Mayor's Proclamation for "National Emergency Medical Services Week" from Mayor Bolt.

AGENDA ITEM NO. 6:

Introduction of Shawnee Sister Cities 2022 student/teacher delegations for the exchange trip to Nikaho, Japan.

Adult Delegates

Jessica Brown, 2022 Chairman
Summer Proffer, Grove School Teacher

Student Delegates

Rosario Serena, Shawnee Middle School
Carson Matlock, North Rock Creek School
Lila Gates, Grove School
Kimberly Albers, Grove School
Lilian Dyer, Grove School
Addison Proffer, Grove School
Carly McCaslin, Grove School
Brynne Terrell, Grove School

Sister Cities Chairman Jessica Brown introduced each of the adult and student delegates.

AGENDA ITEM NO. 7:

Consideration of an Anti-Displacement Plan for compliance with the Department of Commerce requirements of the CDBG-CV2 Grant.

Community Development Director Rian Harkins advised that the Anti-Displacement Plan is required to comply with the requirements of the Department of Commerce for the release of funds of the CDBG-CV2 Grant.

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to approve an Anti-Displacement Plan for compliance with the Department of Commerce requirements of the CDBG-CV2 Grant. Motion carried 6-0.

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

AGENDA ITEM NO. 8:

Consider Bids:

- a. 504 South Kickapoo Street, Shawnee, Oklahoma (Open)

City Engineer Seth Barkhimer announced that one (1) bid was received and after review and consideration it was Staff's recommendation to award the bid to South Central Industries in the amount of \$18,500.00.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to award the bid to South Central Industries in the amount of \$18,500.00. Motion carried _-0.

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

AGENDA ITEM NO. 9:

Administrative Report(s):

- a. Shawnee Twin Lakes Zebra Mussel Education – Brad Schmidt, Public Works Director

Public Works Director Brad Schmidt provided a presentation on Zebra Mussel education.

- b. Storm Preparedness – Rachelle Erickson, Emergency Management Director

Emergency Management Director Rachelle Erickson provided a presentation of storm preparedness.

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

Community Development Director Rian Harkins gave a presentation on the vision for Santa Fe Depot and upcoming meetings.

AGENDA ITEM NO. 10:

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. 11:

Commissioners Comments

Commissioner Salter stated he appreciated the updates in Agenda Item No. 9. He congratulated the Sister Cities 2022 delegates.

Commissioner Sehorn inquired about the Citizens Participation comments made by Mr. Freeman. City Attorney Joe Vorndran advised it was more appropriate to discuss during Shawnee Airport Authority Item No. 3.

Commissioner Flood congratulated the Sister Cities 2022 delegates. He advised downloading the Smart911 application if not already done so. He stated he is thankful for the administrative reports and the intentional efforts by Staff to be open and clear in messaging.

Commissioner Engles thanked the Sister Cities 2022 delegates for attending tonight's meeting and the comments during Citizens Participation. She stated she is looking forward to the meetings regarding the Santa Fe Depot.

Commissioner Matthews congratulated the Sister Cities 2022 delegates. He stated that the administrative reports are a great tool.

Mayor Bolt stated he appreciated the administrative reports. He congratulated Cadet Second Lieutenant Jacob Anderson for achieving his pilots license at such a young age. He also congratulated the Gordon Cooper Technology Center Robotics Team for receiving the Engineering Inspiration Award.

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:07 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

3. b.

Meeting Date: 05/16/2022

Minutes and Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following minutes and reports:

- Planning Commission Minutes from the 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

Attachments

Planning Minutes

SURA Minutes

License Payment Report

Project Payment Report

REGULAR PLANNING COMMISSION MINUTES

DATE: April 6, 2022

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on April 6, 2022, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

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

The following Commissioners were present:

Present: Walker, Johnson, Loftis-Walton, Mew-Palmer Reese, Rowell

Absent: Deem

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of March 2, 2022. Vice-Chair Loftis-Walton asked the Planning Commissioners for questions or corrections to the minutes.

Commissioner Walker made a motion to Approve the minutes as presented, which Commissioner Reese seconded.

Motion passed 6-0-0.

Aye: Walker, Johnson, Loftis-Walton, Mew-Palmer, Reese, Rowell

Nay: None

Abstain: None

Item 3.

Case No. CUP03-22 -- Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU) at 1717 Remington Street.

Applicants: Steven and Gloria Barnett

Vice-Chair Loftis-Walton read the agenda item and asked for a staff report. Community Development Director, Rian Harkins, provided background information on the application request. The subject property is located at 1717 E Remington Street and has an existing single-family residence and existing workshop. The Conditional Use Permit (CUP) allows for an Accessory Dwelling Unit (ADU), which would require the remodeling of the existing shop.

The subject property is zoned R-1 (Single-Family Residential District); the City's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. In each of those districts, the ADU is allowed only with a single-family home. To ensure compliance, the property owners are

seeking conditional approval on this CUP request to be immediately followed by a request to rezone.

Staff recommended that the Planning Commission recommend to the City Commission APPROVAL of CUP03-22, which is for a Conditional Use Permit (CUP) at 1717 Remington Street to allow an Accessory Dwelling Unit (ADU), 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.

Vice-Chair Loftis-Walton asked if there were questions for staff, and then opened the public hearing. Since the applicant was not in attendance, and no speakers came forward, the public hearing was closed.

Commissioner Walker made a motion to recommend the DEFERRAL of Case No. CUP03-22 to the next regular Planning Commission meeting to the City Commission, which Commissioner Rowell seconded.

Following any discussion, the motion passed 5-1-0.

Aye: Walker, Johnson, Loftis-Walton, Mew-Palmer, Rowell

Nay: Reese

Abstain:

It was announced the item would be heard at the April 18, 2022, City Commission meeting at 6 p.m.

Item 4.

Case No. RZ03-22 -- Public hearing and consideration of a request to rezone property located at 1015 N. McKinley Ave from R-1 (Single-Family Residential District) to R-3 (Multifamily Residential District).

Applicant: Theresa Nicoletto

Vice-Chair Loftis-Walton read the agenda item and asked for a staff report. Director Harkins provided background information on the application request. The subject property is located at 1015 N. McKinley Avenue and is vacant. This application requests that the subject property be rezoned from R-1 (Single-Family Residential District) to R-3 (Multifamily Residential District). The applicant's plan is to construct a fourplex residence. The R-3 zoning district requires 10,000 sq. ft. of land plus an additional 2,000 sq. ft. for each dwelling unit greater than three (3). If the rezoning is approved, the largest residential structure that could be built upon the subject property is a four-unit quadruplex.

Staff recommended the Planning Commission recommend to the City Commission APPROVAL of RZ03-22 a request to rezone property located at 1015 N. McKinley Avenue from R-1 (Single-Family Residential District) to R-3 (Multifamily Residential District).

Vice-Chair Loftis-Walton asked if there were questions for staff, and then opened the public hearing. The applicant, Theresa Nicoletto, was present and provided information about the project. Her company, JBT, LLC, has already renovated fifty (50) homes in Shawnee. The subject property had contained a dilapidated home and shop, which the company had demolished. Ms. Nicoletto stated she was working with a design professional to determine what size, height, and parking could occur on the site. She explained that it would be a quadruplex with four separate units—two (2) units would be 2 bedrooms and 2 baths. Two (2) units would be 3 bedrooms with 2 baths (or 2.5 baths). With no other speakers, the public hearing was closed.

Commissioner Mew-Palmer made a motion to recommend APPROVAL of Case No. RZ03-22 to the City Commission, which Commissioner Reese seconded. Following any discussion, the motion passed 6-0-0.

Aye: Walker, Johnson, Loftis-Walton, Mew-Palmer, Reese, Rowell

Nay: None

Abstain: None

It was announced the item would be heard at the April 18, 2022, City Commission meeting at 6 p.m.

Item 5. Community Development Department Update

Community Development Director Rian Harkins addressed the Planning Commission and gave an update on the progress of the Unified Development Code. He advised the consultant team had been delayed, but work was ready to begin soon. He assured the Commissioners that there would be several meetings with the public in small groups—town hall style, the Planning Commission, and other advisory boards, and with individuals to ensure the public input was included in the creation of the new Unified Development Code.

Director Harkins advised the board members that an RFP for the Twin Lakes Master Plan was open until the end of the month. He stated the budget for the study was not public information; it was not in the scope or provided to consultants. Director Harkins shared that John Hopkins, the funding source for the Love Your Block (LYB) program, had visited Shawnee. The LYB program is designed to eliminate blight through volunteerism. The John Hopkins representatives met with stakeholders from the Dunbar Heights neighborhood and left with a positive impression of the City's LYB activities thus far.

Item 7. Planning Commissioners' Comments

Vice-Chair Loftis-Walton asked for an update on the Kid's Space Park. Harkins advised that bids were awarded at the April 6, 2022, City Commission meeting. He anticipated one year for construction. She reminded attendees that the Legacy Parenting treehouse was at the Shawnee Mall.

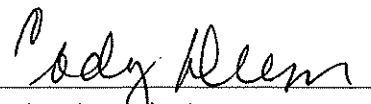
Commissioner Johnson asked if the Planning Commissioners could be involved with the Unified Development Code update. Director Harkins advised that yes, small groups of Planning Commission members would meet to avoid Open Meetings Act violations. Johnson also expressed her excitement about the increased activity in the City, was happy to see more staff, and noticed an improvement in the City's social media presence. She thanked staff.

Commissioner Mew-Palmer commented that she was glad to hear about the new things discussed.

Commissioner Reese advised he would not attend the May Planning Commission meeting.

Item 8. Adjournment

The meeting adjourned at 2:11 p.m.


Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

SHAWNEE URBAN RENEWAL AUTHORITY

MINUTES OF NOVEMBER 3, 2020

The Board of Commissioners of the *Shawnee Urban Renewal Authority* met for a regular meeting Tuesday, November 3, 2020 at 9:00 a.m. in the CDBG Conference Room, 227 N. Broadway, Suite C, Shawnee, Oklahoma.

AGENDA ITEM NO. 1

Audra Barksdale called the meeting to order at 9:03 a.m.

AGENDA ITEM NO. 2

ROLL CALL:

Roll call was taken showing the following members present:

Chairman	Audra Barksdale
Vice-Chair	Paul Davis
Secretary	Renee` Wortham
Commissioner	Kay Wheeler
Commissioner	Abby Flood

Absent: None

Also present:

Bryan Logan, Project Manager, SURA

Karen Drain, Secretary, SURA

Shalah Black, Secretary, SURA

A quorum was declared.

AGENDA ITEM NO. 3

APPROVAL OF MINUTES:

A motion to approve the minutes of August 4, 2020 was made by *Commissioner Davis*, seconded by *Commissioner Wortham*. Motion carried with no abstentions.

VOTING YES: Davis, Wortham, Barksdale, Wheeler and Flood

VOTING NO: None

AGENDA ITEM NO. 4

APPROVAL OF 2021 Calendar of Meetings:

A motion to approve the 2021 Calendar of Meetings was made by *Commissioner Davis*, seconded by *Commissioner Wortham*. Motion carried with no abstentions.

VOTING YES: Davis, Wortham, Barksdale, Wheeler and Flood

VOTING NO: None

AGENDA ITEM NO. 5 (formerly second agenda # 4)
APPROVAL OF CLAIMS:

Chairman Barksdale stated due to clerical error, the second agenda item # 4 will be agenda # 5. Then 5,6,7 and 8 will be 6,7,8 and 9.

A motion to approve claims totaling \$ 55,637.52 was made by **Commissioner Wheeler**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Wheeler, Davis, Barksdale, Wortham and Flood
VOTING NO: None

AGENDA ITEM NO. 6 (formerly agenda # 5)
UPDATE ON PROJECTS:

Bryan Logan, Program Manager gave the following update:

1. **Home Repair:** **Roof**
 Cost Estimate: \$7,900.00
 Bids received: 2
 Bid awarded to: **LG Construction for \$6,845.00-Closed \$7,245.00**

2. **Home Repair:** **Porch & subfloor**
 Cost Estimate: NA
 Bids received: 1
 Bid awarded to: **LG Construction for \$2,995.00-Closed \$2,995.00**

3. **Home Repair:** **Foundation**
 Cost Estimate: NA
 Bids received: 1
 Bid awarded to: **RamJack for \$12,680.00-Closed \$12,680.00**

4. **Home Repair:** **Bathroom, kitchen and paint-CDBG**
 Cost Estimate: \$10,450.00
 Bids received: 1
 Bid awarded to: **LG Construction for \$11,667.00-Closed \$11,667.00**

5. **Home Repair:** **Hot water tank**
 Bids received: 1
 Bid awarded to: **Complete Plumbing for \$1,095.00-Closed \$1,095.00**

6. **Home Repair:** **Siding, paint & misc-CDBG**
 Cost Estimate: \$24,400.00
 Bids received: 2
 Bid awarded to: **Unlimited Design \$24,400.00**

7. **Home Repair:** **Roof, windows and siding**
 Cost Estimate: \$23,475.00
 Bids received: 2
 Bid awarded to: **D&K Renovation \$21,052.00-Closed for 24,277.00**

8. **Home Repair:** **Roof, window and siding**
 Cost Estimate: \$23,475.00
 Bids received: 3
 Bid awarded to: **Beauford Costruction for \$23,764.00**

9. **Home Repair:** **Roof**
 Cost Estimate: \$7,850.00
 Bids received: 1
 Bid awarded to: **LG Construction for \$11,192.00**

10. **Home Repair:** **Roof, windows, siding**
 Bids received: 3
 Bid awarded to: **Beauford Construction for \$14,011.00**

AGENDA ITEM NO. 7 (formerly second # 6 on agenda)
OLD/NEW BUSINESS:

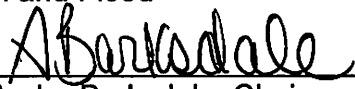
There was no old or new business.

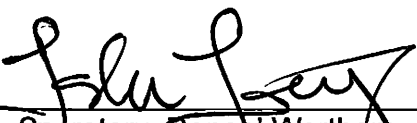
AGENDA ITEM NO. 8 (formerly agenda # 7)
PROGRAM MANAGER'S REPORT:

AGENDA ITEM NO. 9 (formerly agenda # 8)
ADJOURNMENT

There being no further business to come before the Board at this time, a motion to adjourn was made by **Commissioner Wheeler**, seconded by **Commissioner Davis**. Motion carried with no abstentions.

VOTING YES: Wheeler, Davis, Barksdale, Wortham and Flood
VOTING NO: None


Audra Barksdale, Chairman


Secretary, Renee Wortham

Tasha Tanguary, Vice Chair



04/01/2022 - 04/30/2022

Payment Date	Name	Payment Type	Receipt #	Payment Amount
4/29/2022	RODGERS ELECTRIC	Cash	1178	75.00
4/29/2022	PRESTON WEIBEL	Check	1182	15.00
4/29/2022	GREGORY & MARY BETH TREECE	Cash	1181	761.00
4/29/2022	CROWN NEON SIGNS	IBX CC	1179	75.00
4/29/2022	APRIL WIGLEY-ELLIOTT	IBX CC	1180	15.00
4/28/2022	DIRECT AIR	IBX CC	1177	100.00
4/27/2022	KATHERINE STINE	Check	1175	25.00
4/27/2022	LEGACY SIGNS OF TEXAS	IBX CC	1176	75.00
4/27/2022	P & R CONSTRUCTION dba PAUL'S HEAT & AIR	IBX CC	1172	100.00
4/27/2022	R-2 ELECTRIC INC	IBX CC	1173	75.00
4/27/2022	JOHN GRIFFITH	IBX CC	1174	761.00
4/26/2022	EXPRESS #2481	Check	1168	15.00
4/26/2022	GREEN LIGHT SOLAR	IBX CC	1169	175.00
4/26/2022	SOLAR POWER OF OKLAHOMA	IBX CC	1170	75.00

Entity Payment Report

Payment Date	Name	Payment Type	Receipt #	Payment Amount
4/26/2022	HI-TECH PLUMBING OF OK	IBX CC	1171	75.00
4/25/2022	WATKINS HEATING & AIR	Check	1167	75.00
4/25/2022	SAVE-A-LOT	Check	1166	15.00
4/22/2022	PRIME PLUMBING LLC	Check	1165	75.00
4/22/2022	DERRICK CARPENTER	Check	1164	761.00
4/22/2022	AIRCO SERVICE	Check	1163	75.00
4/21/2022	BOB'S ELECTRIC	Check	1162	75.00
4/21/2022	SHINE SOLAR, LLC - SHINE AIR	IBX CC	1161	75.00
4/20/2022	RDR ELECTRIC	Cash	1158	75.00
4/20/2022	BRUCE BIVENS	Cash	1157	15.00
4/20/2022	WD RANCH SERVICES	IBX CC	1159	75.00
4/20/2022	WD RANCH SERVICES	IBX CC	1160	75.00
4/19/2022	JEANNE LEOPARD	Check	1156	15.00
4/19/2022	METRO MART INC, dba EXPO MART	Check	1155	2,250.00
4/19/2022	KRISTIN WOLLAM	Check	1154	25.00
4/18/2022	STEVEN KEEN	IBX CC	1153	25.00
4/15/2022	CHILI'S GRILL & BAR	Check	1151	905.00
4/15/2022	ROGER & HELEN LAMB	IBX CC	1152	761.00
4/14/2022	DEREK & KARLA BAPTISTE	Check	1150	761.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
4/13/2022	MICHAEL TURK	Cash	1149	761.00
4/13/2022	RON & MINDEE DUFFELL RAYMOND BURTON	Check	1147	1,836.00
4/13/2022	WOLF & LINDA GUGLER	IBX CC	1148	761.00
4/13/2022	MICHAEL TURNER	IBX CC	1145	15.00
4/13/2022	JASON TUCKER ELECTRIC	IBX CC	1146	100.00
4/12/2022	SHERRIE WHITE & CASSIE JENNINGS	Cash	1144	761.00
4/12/2022	TRANQUILO, LLC	Check	1143	1,500.00
4/12/2022	TRANQUILO, LLC	Check	1142	1,500.00
4/11/2022	COOL RABBIT SNOW CONES	Cash	1141	50.00
4/11/2022	RHYCO ELECTRIC	Check	1139	100.00
4/11/2022	JAMES J GREIN	Check	1138	15.00
4/11/2022	WHY NOT TRAVEL? LLC	Check	1137	50.00
4/11/2022	ELLEN CHIDESTER	IBX CC	1136	761.00
4/8/2022	FULL MONTY ELECTRIC	IBX CC	1135	75.00
4/7/2022	ALL ABOUT PLUMBING	IBX CC	1134	75.00
4/6/2022	AIM HEAT & AIR LLC	Check	1133	75.00
4/6/2022	TERRY FARRIS	Check	1132	761.00

Payment Date	Name	Payment Type	Receipt #	Payment Amount
4/6/2022	K-MAC ENTERPRISE S, INC dba TACO BELL #30393	Check	1129	15.00
4/6/2022	K-MAC ENTERPRISE S, INC dba TACO BELL #30390	Check	1128	15.00
4/6/2022	READY SERVICES	IBX CC	1131	75.00
4/5/2022	BOTTOMS UP LIQUOR	Check	1127	905.00
4/4/2022	GREGORY RYAN	Check	1126	761.00
4/4/2022	GREGORY RYAN	Check	1125	761.00
4/4/2022	JONIAS L SHEAFFER	Cash	1124	15.00
4/1/2022	SPRINGFIELD MECHANICAL SERVICE, INC (SMSI GROUP)	IBX CC	1123	100.00
				20,393.00

Total Records: 58

5/2/2022



04/01/2022 - 04/30/2022

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220326	4/8/2022	B - Accessory Structure	4403 KENT RHOAD	ROBERTSON GUTTERS AND WHOLE HOME SOLUTIONS	NEW CONSTRUCTION	48,959
20220373	4/21/2022	B - Commercial - New	SHAWNEE MALL DR	EDIN CARALIC	NEW CONSTRUCTION	600,000
20220407	4/28/2022	B - Commercial - Remodel	901 E 35TH ST #101	LILLARD CONST. INC	FINALS - 170624 (INCODE)	6,500
20220400	4/26/2022	B - Commercial - Remodel	722 N HARRISON AVE	BUOY BROS CONSTRUCUTI ON LLC	NEW INSTALLATIO N	7,185
20220320	4/7/2022	B - Commercial - Remodel	41500 WOLVERINE RD	M & J CONTRACTO RS	REMODEL	500,000
20220324	4/8/2022	B - Flood Plain	4 COUNTRY CLUB RD	LILLARD CONSTRUCTI ON INC	NEW CONSTRUCTI ON	0
20220394	4/25/2022	B - Residential - New	4300 ELOISE DR	GREG SEBASTIAN	new residential	226,015
20220325	4/8/2022	B - Residential - New	4 COUNTRY CLUB RD	LILLARD CONSTRUCTI ON INC	NEW CONSTRUCTI ON	571,500
20220413	4/29/2022	B - Residential - Remodel	610 E JEFFERSON	CARLOS PERALTO	REMODEL	30,000
20220404	4/27/2022	B - Residential - Remodel	127 E GEORGIA	TIFFANY BIERD	REPAIR	1,000
20220383	4/21/2022	B - Residential - Remodel	737 N BROADWAY	JOHNATHAN CEJVOS	REMODEL	35,000

Monthly - City Clerk

Square Feet	Total Fees
255	\$58.69
950	\$242.00
1,400	\$354.50
80	\$29.50
9,600	\$2,404.50
0	\$25.00
2,288	\$1,215.70
5,715	\$2,043.94
710	\$155.38
0	\$29.50
2,300	\$493.25

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220364	4/18/2022	B - Residential - Remodel	1209 E WHITTAKER	BURKE PROPERTIES	REMODEL	40,000
20220362	4/18/2022	B - Residential - Remodel	614 W WOOD	JBT LLC	SINGLE FAMILY REMODEL	70,000
20220358	4/15/2022	B - Residential - Remodel	1820 N PARK	JBT LLC	SINGLE FAMILY REMODEL	41,000
20220330	4/11/2022	B - Residential - Remodel	1031 N POTTENGER	ACTS 29 ROOFING	PARTIAL REDECK	0
20220329	4/11/2022	B - Residential - Remodel	1025 E 10TH ST	MATTHEW MCVEIGH	REMODEL	10,000
20220311	4/5/2022	B - Residential - Remodel	502 N BEARD	TULES RUCKER	REMODEL	48,000
20220301	4/1/2022	B - Residential - Remodel	306 N EASTERN	JIM COLE PETTIS	REMODEL	20,000
20220410	4/29/2022	B - Solar Panels	11 E FRANKLIN	ADT SOLAR	NEW INSTALLATION	26,109
20220365	4/18/2022	B - Solar Panels	1900 TWISTED OAK CT	KRISTIN HARRY	NEW INSTALL	18,870
20220393	4/25/2022	B - Storm Shelter	1029 N TUCKER	HAUSNERS	NEW INSTALL	0
20220392	4/25/2022	B - Storm Shelter	1924 TIMBER DALE DR	GROUND ZERO STORM SHELTERS	NEW INSTALL	0
20220391	4/25/2022	B - Storm Shelter	603 E ANNA	ANANNE ALVAREZ	NEW INSTALL	0
20220382	4/21/2022	B - Storm Shelter	1711 AUTUMN LN	JEFFREY CLEVELAND	NEW INSTALLATION	2,900
20220367	4/19/2022	B - Storm Shelter	4613 GRACELANN	GROUND ZERO STORM SHELTER	NEW INSTALLATION	3,500
20220348	4/13/2022	B - Storm Shelter	1220 INVERNESS CIR	GROUND ZERO SHELTERS	NEW INSTALL	2,545

Square Feet	Total Fees
1,200	\$259.50
984	\$213.60
1,563	\$336.64
0	\$54.50
1,234	\$266.73
1,728	
1,557	
239	\$55.29
36	\$29.50
0	\$29.50
0	\$29.50
0	\$29.50
28	\$29.50
24	\$29.50
32	\$29.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220338	4/12/2022	B - Storm Shelter	2679 LEGACY PL	GROUND ZERO SHELTERS	NEW INSTALLATION	4,237
20220328	4/11/2022	B - Storm Shelter	2802 N BROADWAY	JIM VANANTWERP	NEW INSTALL	3,600
20220387	4/22/2022	B - Swimming Pool	1209 MUIRFIELD DR	THE POOL BROTHERS	NEW INSTALLATION	73,000
20220351	4/14/2022	B - Swimming Pool	4406 BRYANT VIA	Tribal custom pools	swimming pool	0
20220345	4/13/2022	B - Swimming Pool	72 SONATA LANE	ROCK CREEK POOLS LLC	NEW INSTALL	55,000
20220315	4/6/2022	B - Swimming Pool	1808 LANTANA CT	ROGER RUTHERFORD	NEW INSTALL	18,198
20220312	4/5/2022	B - Swimming Pool	2501 N UNION	ROCK CREEK POOLS LLC	NEW INSTALLATION	47,150
20220411	4/29/2022	E - Electrical	11 E FRANKLIN	ADT SOLAR	NEW INSTALLATION	0
20220406	4/28/2022	E - Electrical	72 SONATA LANE	R-2 ELECTRIC INC	SWIMMING POOL	0
20220399	4/26/2022	E - Electrical	4406 BRYANT VIA	JAMES CRAWFORD ELECTRIC	REMODEL	0
20220397	4/26/2022	E - Electrical	523 N BEARD	PATRIOT POWER SERVICES	REMODEL	0
20220395	4/26/2022	E - Electrical	610 E JEFFERSON	COMMON ENERGY SOLUTIONS	REPAIR	0
20220384	4/21/2022	E - Electrical	5105 N HARRISON	SOLID STATE ELECTRIC	UPGRADE PANEL	0
20220381	4/21/2022	E - Electrical	100 E HIGHLAND	BOB'S ELECTRIC	NEW WIRING	0
20220370	4/20/2022	E - Electrical	502 N DOROTHY AVE	RDR ELECTRIC	NEW SERVICE	0
20220366	4/18/2022	E - Electrical	1900 TWISTED OAK CT	SOLAR POWER OF OKLAHOMA	NEW INSTALL	0

Square Feet	Total Fees
48	\$29.50
0	\$29.50
600	\$60.00
0	\$64.50
420	\$64.50
450	\$64.50
372	
0	\$54.50
0	\$54.50
0	\$54.50
0	\$104.50
0	\$54.50
0	\$104.50
0	\$54.50
0	\$129.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220363	4/18/2022	E - Electrical	4 JANEWAY PL	GENERATOR SUPERCENTER	NEW INSTALLATION	0
20220355	4/14/2022	E - Electrical	502 N CHAPMAN	SHAWNEE ELECTRIC INC	NEW SERVICE	0
20220350	4/13/2022	E - Electrical	4420 N KICKAPOO AVE STE 800	JASON TUCKER ELECTRIC	FINISH OUT	0
20220340	4/12/2022	E - Electrical	1328 E 10TH ST	WILSON ELECTRIC	CHANGE OUT	0
20220303	4/1/2022	E - Electrical	305 S OSAGE	SELECT SERVICE ELECTRIC	BRANCH CIRCUIT	0
20220409	4/28/2022	M - Mechanical	4799 N HARRISON AVE	DIRECT AIR	FINISH OUT	0
20220408	4/28/2022	M - Mechanical	4793 N HARRISON AVE	DIRECT AIR	FINISH OUT	0
20220403	4/27/2022	M - Mechanical	614 W WALLACE ST	SUNBELT HEATING & AIR CONDITIONING, INC	CHANGE OUT	0
20220402	4/27/2022	M - Mechanical	1829 N UNION	A/C DOCTORS	CHANGE OUT	0
20220401	4/27/2022	M - Mechanical	1427 N BROADWAY	P & R CONSTRUCTION dba PAUL'S HEAT & AIR	CHANGE OUT	0
20220388	4/25/2022	M - Mechanical	4 CROWN POINT	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220378	4/21/2022	M - Mechanical	1018 E 11TH ST	SUNBELT HEATING & AIR CONDITIONING INC	NEW SYSTEM	0
20220374	4/21/2022	M - Mechanical	313 W 36TH ST	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220361	4/18/2022	M - Mechanical	4405 BRYANT VIA	WATKINS HEAT & AIR	CHANGE OUT	0

Square Feet	Total Fees
0	\$104.50
0	\$104.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$504.50
0	\$54.50
0	\$67.00
0	\$67.00
0	\$92.00
0	\$79.50
0	\$104.50
0	\$67.00
0	\$129.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220357	4/15/2022	M - Mechanical	1209 E WHITTAKER	A/C DOCTORS	mini split	0
20220356	4/15/2022	M - Mechanical	1216 E BRADLEY ST	sparks heat & air	2 1/2 change out	0
20220354	4/14/2022	M - Mechanical	5 RED ROCK	BIRDOW MECHANICAL LLC	CHANGE OUT	0
20220347	4/13/2022	M - Mechanical	918 BUCK DR	WATKINS HEAT & AIR	CHANGE OUT	0
20220339	4/12/2022	M - Mechanical	4601 KELLYE GREEN	SUNBELT HEATING AND AIR CONDITIONING, INC	NEW SYSTEM	0
20220337	4/11/2022	M - Mechanical	1152 N HARRISON	LUCKY DAY HVAC	CHANGE OUT	0
20220336	4/11/2022	M - Mechanical	524 N DOROTHY AVE	ACOCK CLIMATE CONTROL	CHANGE OUT	0
20220334	4/11/2022	M - Mechanical	522 N DOROTHY AVE	ACOCK CLIMATE CONTROL	NEW INSTALLATION	0
20220332	4/11/2022	M - Mechanical	520 N DOROTHY AVE	ACOCK CLIMATE CONTROL	NEW INSTALLATION	0
20220322	4/7/2022	M - Mechanical	4703 CHURCHILL	AIR COMFORT SOLUTIONS	CHANGE OUT	0
20220319	4/7/2022	M - Mechanical	1820 N OKLAHOMA AVE	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220317	4/6/2022	M - Mechanical	27 E SEVERN	SHINE SOLAR - SHINE AIR	CHANGE OUT - DUCT BOARD FOR TRANSITION	0
20220306	4/4/2022	M - Mechanical	301 W CHICAGO ST	AIR COMFORT SOLUTIONS	NEW SYSTEM	0
20220305	4/4/2022	M - Mechanical	12 E DRUMMOND ST	SPARKS HEAT & AIR, INC	CHANGE OUT	0
20220304	4/1/2022	M - Mechanical	4848 N KICKAPOO AVE	SPRINGFIELD MECHANICAL SERVICES, IN (SMSI GROUP)	CHANGE OUT	0

Square Feet	Total Fees
0	\$154.50
0	\$67.00
0	\$67.00
0	\$54.50
0	\$104.50
0	\$104.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$79.50
0	\$67.00
0	\$79.50
0	\$29.50
0	\$79.50
0	\$294.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220376	4/21/2022	O - Curb Cut, Driveway and Sidewalk	1601 E 9TH ST	ANTHONY BRADSHAW	REPLACE EXISTING	0
20220375	4/21/2022	O - Demolition and Moving	414 N AYDELOTTE AVE	A & B CONSTRUCTION & HAULING	DEMOLITION	0
20220372	4/21/2022	O - Demolition and Moving	302 N UNION AVE	K AND M DIRT SERVICES	DEMO	0
20220310	4/5/2022	O - Demolition and Moving	3 PARK DR	K & M WRECKING	DEMOLITION	0
20220309	4/5/2022	O - Demolition and Moving	707 N TUCKER	K & M WRECKING	DEMOLITION	0
20220308	4/5/2022	O - Demolition and Moving	238 S OAK	K & M WRECKING	DEMOLITION	0
20220386	4/22/2022	O - Paving Cut and Boring	2229 N IONE	B & H BORING	ROAD BORE	0
20220385	4/22/2022	O - Paving Cut and Boring	2203 N IONE	B & H BORING	ROAD BORE	0
20220368	4/19/2022	O - Paving Cut and Boring	302 N UNION AVE	B & H CONSTRUCTION	STREET CUT	0
20220353	4/14/2022	O - Paving Cut and Boring	725 E INDEPENDENCE	DALES PLUMBING	ALLEY	0
20220412	4/29/2022	O - Sign	4881 N HARRISON	CROWN NEON SIGNS	SIGN	0
20220344	4/12/2022	O - Sign	5106 N HARRISON	Joshua white	sign	0
20220313	4/6/2022	O - Sign	43006 MACARTHUR	SIGN WORKS	NEW INSTALLATION	380
20220405	4/27/2022	P - Plumbing	1702 E 10TH ST	DALES PLUMBING	REMODEL	0
20220398	4/26/2022	P - Plumbing	219 1/2 W GEORGIA	DALES PLUMBING	REMODEL	0
20220390	4/25/2022	P - Plumbing	1604 N LOUISA	LINN'S PLUMBING, LLC	RE - PLUMB	0

Square Feet	Total Fees
0	\$60.00
0	\$50.00
0	\$50.00
0	
0	
0	
0	
0	
0	
0	\$60.00
0	\$200.00
0	\$54.50
32	\$50.00
0	\$54.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220389	4/25/2022	P - Plumbing	1602 N LOUISA	LINN'S PLUMBING, LLC	RE - PLUMB	0
20220379	4/21/2022	P - Plumbing	1601 E 9TH ST	CS PLUMBING	REROUTE	0
20220377	4/21/2022	P - Plumbing	1820 N OKLAHOMA AVE	CS PLUMBING	CHANGE OUT	0
20220371	4/21/2022	P - Plumbing	1209 E WHITTAKER	DALES PLUMBING		0
20220360	4/18/2022	P - Plumbing	402 E FRANKLIN	HI-TECH PLUMBING OF OK		0
20220359	4/18/2022	P - Plumbing	925 N LOUISA	VETERAN PLUMBING	REPAIR	0
20220352	4/14/2022	P - Plumbing	725 E INDEPENDENCE	DALES PLUMBING	REPAIR	0
20220349	4/13/2022	P - Plumbing	318 N MEAD AVE	DALES PLUMBING	REPAIR	0
20220346	4/13/2022	P - Plumbing	806 N TUCKER	COMPLETE PLUMBING, LLC	REPAIR	0
20220343	4/12/2022	P - Plumbing	1152 N HARRISON	DONS PLUMBING	CHANGE OUT / EXTENSION	0
20220342	4/12/2022	P - Plumbing	2329 LIBERTY ST	GREGORY W SMITH	GAS LINE EXTENSION	0
20220341	4/12/2022	P - Plumbing	406 N TUCKER AVE	GREGORY W SMITH	PRESSURE TEST	0
20220335	4/11/2022	P - Plumbing	524 N DOROTHY AVE	ACOCK CLIMATE CONTROL	SEWER TAP	0
20220333	4/11/2022	P - Plumbing	522 N DOROTHY AVE	ACOCK CLIMATE CONTROL	WATER TAP	0
20220331	4/11/2022	P - Plumbing	520 N DOROTHY AVE	ACOCK CLIMATE CONTROL	WATER TAP	0
20220323	4/8/2022	P - Plumbing	128 N MINNESOTA	JIMMY'S PLUMBING	PRESSURE TEST	0
20220321	4/7/2022	P - Plumbing	1024 N PENNSYLVANIA	ALL ABOUT PLUMBING	REPLACE	0

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$104.50
0	\$54.50
0	\$54.50
0	\$379.50
0	\$354.50
0	\$354.50
0	\$54.50
0	\$54.50

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost
20220318	4/6/2022	P - Plumbing	4205 BLAINE RD	STANLEY PLUMBING	MISCELLANEOUS	0
20220316	4/6/2022	P - Plumbing	216 W FRANKLIN ST	DALE'S PLUMBING	REPAIR	0
20220314	4/6/2022	P - Plumbing	1738 W UNIVERSITY ST	ALL ABOUT PLUMBING	REPAIR	0
20220307	4/5/2022	P - Plumbing	1118 E WHITTAKER	ROTO TOOTER	REPLACE	0
20220302	4/1/2022	P - Plumbing	1011 W FRANKLIN	COMPLETE PLUMBING	REPAIR	0
20220369	4/20/2022	P - Septic	16624 STEVENS RD	Will Fry	AEROBIC	0

Total Records: 110

Square Feet	Total Fees
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$54.50
0	\$79.50
	\$15,247.22

5/2/2022

Regular Board of Commissioners

3. c.

Meeting Date: 05/16/2022

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

SBPRC Winters

SLB Parsons



RECEIVED
APR 25 2022
CITY CLERK

APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Vickie L. Winters</u>	Application Date: <u>04-22-2022</u>
Address: <u>2128 Timbers Blvd</u>	Date of Birth: <u>06-27-1953</u>
Mailing Address: <u>(Same)</u>	
Daytime Phone: <u>405-659-6873</u> Fax: _____	Email: <u>Winters, Shawnee@gmail.com</u>
Profession: <u>Retired from the Tax Commission</u>	
Business Name: _____	
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? moved to OKC in 1997, moved back permanently in 2015

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'm very interested in making Shawnee presentable and enjoyable for everyone, Citizens and tourists

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'm Reliable, Eager to learn, Will listen to all questions and ideas

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

None

List education, including degree(s) earned:

Some College. Worked 35 years for the Tax Commission. They offered courses that I took.

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
Kellie Steele	daughter	405-659-2672
Cindy Melton	friend	405-765-2672
Paula Willrath	friend	405-639-8557

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 Wickie L. Winters

Date 04-22-2022



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Jordan Parsons</u>	Application Date: <u>5/5/22</u>
Address: <u>5 Larkins Pl Shawnee, OK 74804</u>	Date of Birth: _____
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-401-0585</u> Fax: _____	Email: _____
Profession: <u>Development/Fundraising</u>	
Business Name: <u>OU Health</u>	
Business Address: _____	
Business Phone: _____ Fax: _____	Email: _____

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

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

If so, please list the board/committee: Library

How many years have you lived in Shawnee? 6

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 Contracts Review Committee ☐ Housing Authority	☐ Library Board ☐ Oklahoma Baptist University Trust Authority ☐ Planning Commission ☐ Shawnee Hospital Authority ☐ Shawnee Urban Renewal Authority ☐ Traffic Commission ☐ Other _____
---	--

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

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?

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

List education, including degree(s) earned:

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

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:

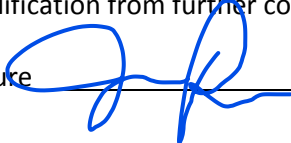
Name	Relationship	Telephone Number

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 5/5/2022

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
llasyone@shawneeok.org



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Jordan Parsons</u>	Application Date: <u>9/23/2019</u>
Address: <u>1815 N. Bell Ave.</u>	Date of Birth: <u>10/23/1989</u>
Mailing Address: <u>same</u>	
Daytime Phone: <u>405-401-0585</u> Fax: _____	Email: <u>jordan.parsons@okstate.edu</u>
Profession: <u>Director of Corporate Relations</u>	
Business Name: <u>Oklahoma City University</u>	
Business Address: _____	
Business Phone: <u>405-208-5541</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: _____

How many years have you lived in Shawnee? 3

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?

I have a genuine interest in our local library. My two young children love to go to the library and I want to see it thrive. Additionally, the Parsons family has been in Shawnee for 4 generations and I see this as a great opportunity for me to get involved and give back.

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 many years experience in marketing and fundraising. I enjoy long-term planning and growing/developing new initiatives.

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

N/A

List education, including degree(s) earned:

Bachelor of Science in Journalism and Broadcasting, Oklahoma State University

Certificate in Nonprofit Management, OK Center for Nonprofits

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

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):

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
Aimee Martinez	Colleague	956-778-8142
Kristen Wilson	Former Colleague/Friend	405-213-6731
Stephen Zaborowski	Former Colleague/Friend	540-226-3840

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 Jordan Parsons

Date 9/23/2019

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

3. d.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the Contract for Solid Waste Collection, Recycling, and Disposal Services with Central Disposal for Fiscal Year 2022-2023.

Attachments

Memo

Contract



City Clerk's Office

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

Date: May 12, 2022

To: City Commission

From: Lisa Lasyone, City Clerk

Subject: Acknowledgment of Contract for Solid Waste, Collection, Recycling and Disposal Services with Central Disposal for Fiscal Year 2022-2023.

Background: In accordance with the *Contract for Solid Waste Collection, Recycling and Disposal Services* entered on July 1, 2020, Staff is requesting the contract be acknowledged for Fiscal Year 2022-2023. Central Disposal has provided the citizens and residents of the City of Shawnee with exceptional service. Funds have been budgeted for Fiscal Year 2022-2023.

Financial Impact: Estimated expenditure in Fiscal Year 2022-2023 of \$2,600,000 from the Shawnee Municipal Authority, Utility Administration, Other Contractual Services, 501-1010-53390-000

Attachment: Contract.

Staff Recommendation: Approval of the item.

CONTRACT
FOR
SOLID WASTE COLLECTION, RECYCLING AND
DISPOSAL SERVICES

This contract, made and entered into this 15th day of July, 2020, by and between the City of Shawnee/Shawnee Municipal Authority, a public Authority in which the Shawnee Municipal Authority holds the beneficial interest, hereinafter referred to as "CITY/AUTHORITY" and

CENTRAL DISPOSAL, LLC

4650 NORTH HARRISON

SHAWNEE OKLAHOMA 74804

Hereinafter referred to as "CONTRACTOR."

WHEREAS, the CONTRACTOR did on the 2nd day of March, 2020, submit a proposal pursuant to a Request for Proposals as approved by the Trustees of the CITY/AUTHORITY to collect, remove, and dispose of all residential solid waste within the City of Shawnee, and to perform other such work as may be incidental thereto, for the period from July 1, 2020, through June 30, 2030, inclusive; all of the expense of every nature and kind incurred in collection, removing and disposing of said solid waste to be paid by CONTRACTOR.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants herein contained, it is understood and agreed by and between CONTRACTOR and CITY/AUTHORITY that:

- I. The term of this contract is from July 1, 2020 to June 30, 2030. Divided into ten (10) periods as follows:
 - Period 1 - July 1, 2020 to June 30, 2021
 - Period 2 - July 1, 2021 to June 30, 2022
 - Period 3 - July 1, 2022 to June 30, 2023
 - Period 4 - July 1, 2023 to June 30, 2024
 - Period 5 - July 1, 2024 to June 30, 2025
 - Period 6 - July 1, 2025 to June 30, 2026
 - Period 7 - July 1, 2026 to June 30, 2027
 - Period 8 - July 1, 2027 to June 30, 2028
 - Period 9 - July 1, 2028 to June 30, 2029
 - Period 10 - July 1, 2029 to June 30, 2030

At the end of each period of the contract, the CITY/AUTHORITY has the sole discretion to continue the contract for the succeeding period of the contract or to discontinue the contract with no penalty upon thirty (30) day written notice to the CONTRACTOR.

- II. The above referenced Proposal, the Request for Proposals, General and Special Conditions, Performance, Payment and Guarantee Bonds are expressly made a part of this Contract – Page 1

contract by reference as though fully set out verbatim herein with the following clarifications:

1. Section 1.1(c) of the General and Special Conditions shall be amended to define Bulk Waste as *“Bulk Waste - Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for bins or containers, as the case may be; provided that the monthly volume to be placed for curbside collection cannot be greater than 3 cubic yards. Bulk waste items which typically contain refrigerants such as Freon will not be accepted unless the person disposing of such items provides the CONTRACTOR with an acceptable written certification that the refrigerant has been removed in accordance with the procedures established under E.P.A.'s CFC Recycling and Disposal Rule of 1993 (40 CFR 82.156 (g) or (h)).”*

2. Section 1.1(aa) of the General and Special Conditions shall be added to define Yard Waste as *“Yard Waste - grass clippings, leaves, tree limbs and other yard waste materials other than dirt and construction debris provided that the volume of yard waste to be collected curbside weekly cannot exceed 8 Bags and/or Bundles weighing no more than 35 pounds per Bag or Bundle.*

3. CONTRACTOR may charge customers for lost or destroyed poly carts, provided that the charge for the replacement poly carts does not exceed the actual cost paid by CONTRACTOR.

- III. The CITY/AUTHORITY agrees to pay and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR'S obligations, compensation to be computed at the unit prices set forth in the Schedule of Quotes.

This contract covers the Basic Residential Services as set forth in the Request for Proposals and in the Schedule of Quotes.

- IV. This contract constitutes the entire agreement and understanding between the parties hereto, and shall not be modified, altered, changed, or amended in any respect unless in writing and signed by both parties hereto.

Should the CITY/AUTHORITY participate with the CONTRACTOR in any cost reduction programs, efficiency studies or studies of innovative methods or equipment or take any action that results in cost savings for the CONTRACTOR, the CITY/AUTHORITY shall receive rate decreases equal to a minimum of fifty percent (50%) of the saving realized by the CONTRACTOR.

- V. CITY/AUTHORITY, CONTRACTOR, and JAMES MICHAEL ADCOCK consistent with past practice, agree to waive the CONTRACTORS bonding requirements contained in Section 3 of the General and Specific Conditions, and extend the obligations of that certain Guarantee of Performance entered into by the Parties on June 30, 2011 through the term of this Contract for Solid Waste Collection, Recycling and Disposal Services. The above referenced Guarantee of Performance is expressly made a part of this contract by reference as though fully set out verbatim herein.

CONTRACTOR shall conform to all laws, ordinances, rules and regulations applicable to this contract.

VI.

CONTRACTOR shall indemnify; save and hold harmless the CITY/AUTHORITY, the City, their officers, employees and agents from all claims, suits or actions of whatever kind or character made upon or brought against the City or CITY/AUTHORITY, their officers, employees or agents, for or on account of any injuries or damage received or sustained by any party or parties by or from the acts of said CONTRACTOR or its servants, agents, employees and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper equipment or material used, or by or on account of any act or omission of CONTRACTOR or servants, agents, employees or subcontractors and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other costs and expenses incurred in the defense of any suit.

VII. CONTRACTOR shall not assign this contract to another party, company, partnership or corporation without specific approval in writing from the CITY/AUTHORITY.

VIII. If CONTRACTOR changes ownership, name, etc., then the CITY/AUTHORITY shall have the option to re-bid the contract immediately if CITY/AUTHORITY so desires.

IX. CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material, equipment and facilities rented which is actually used or rented in the performance of this contract.

CONTRACTOR shall submit evidence satisfactory to the CITY/AUTHORITY that all payrolls, equipment, materials or facility bills, and other indebtedness pertaining to the performance of this contract have been paid.

X. In the event that it shall become impossible or unlawful for CONTRACTOR to continue the performance of this contract by reason of an Act of God, an Act of the Legislature herein after passed, or by Act of the City or CITY/AUTHORITY or by reason of a final order by the court of record in proceedings not instituted by or acquiesced in by the CONTRACTOR, directly or indirectly, and not due to any negligence upon the CONTRACTOR, the CONTRACTOR shall not be liable for damage for consequences arising solely out of such impossibility.

XI. This contract shall not constitute a franchise or an exclusive right to collect solid waste within the corporate limits of the City of Shawnee.

XII. This contract shall be governed by the laws of the State of Oklahoma both as to interpretation and performance.

In witness whereof, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Shawnee, Oklahoma, this 15th day of July, 2020.



(SEAL)
ATTEST:

Lisa Lasyone
Lisa Lasyone, CMC
City Clerk

CITY/AUTHORITY

By: W. Chance Allison
W. Chance Allison
City Manager

CENTRAL DISPOSAL, LLC

By: Sam M. Adcock
Printed Name: Sam-Mark Adcock
Title: Member / owner

(SEAL)
ATTEST:

Secretary

(SEAL)
ATTEST:

Secretary

James Michael Adcock
JAMES MICHAEL ADCOCK

Regular Board of Commissioners

3. e.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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.

Attachments

Memo

Contract



City Manager's Office

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

Date: May 16, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Acknowledgment of Management Agreement with Global Spectrum, LP d/b/a Spectra Venue Management for Fiscal Year 2022-2023

Background: In accordance with the Management Agreement with Global Spectrum, LP d/b/a Spectra Venue Management, effective August 1, 2019, staff is requesting the agreement be acknowledged for Fiscal Year 2022-2023. Funds have been budgeted for Fiscal Year 2022-2023.

Financial Impact: \$600,000 included in Draft FY 2022-2023 Budget (Fund 001-05-1210-53390)

Attachment: Management Agreement.

Staff Recommendation: Approval of the item.

MANAGEMENT AGREEMENT

between

CITY OF SHAWNEE, OKLAHOMA

and

**GLOBAL SPECTRUM, L.P.
d/b/a SPECTRA VENUE MANAGEMENT**

Dated: Effective as of August 1, 2019

MANAGEMENT AGREEMENT

This Management Agreement is made as of the 1st day of August 1, 2019 ("**Effective Date**"), by and between the City of Shawnee, Oklahoma, an Oklahoma Municipal Corporation ("**City**"), and Global Spectrum, LP, a Delaware limited partnership d/b/a Spectra Venue Management ("**Manager**").

RECITALS

WHEREAS, City owns the Heart of Oklahoma Exposition Center with 152,400 square feet of exhibition space (the "**Expo Center**"), and a fifty-two (52) acre fairgrounds on which the Expo Center is located, which includes an outdoor arena seating 7,500, a 19,200 square foot indoor arena seating 1,000 and an RV park (collectively, the "**Facilities**"); and

WHEREAS, the City desires to engage Manager to manage and operate the Facilities on behalf and for the benefit of the City, and Manager desires to accept such engagement, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: a person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: shall mean this Management Agreement, together with all schedules and exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement).

Capital Expenditures: all expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

City: shall have the meaning given to such term in the opening paragraph of this Agreement.

Commercial Rights: naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale, premium seating (including suites, club seats and party suites) and memorial gifts at or with respect to the Facilities and owned or controlled by the City.

Contribution: shall have the meaning given to such term in Section 11.3 below.

CPI: the "Consumer Price Index" for the local Shawnee area, as published by the United States Department of Labor, Bureau of Labor Statistics or such other successor or similar index.

Effective Date: shall have the meaning given to such term in the opening paragraph of this Agreement.

Emergency Repair: the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facilities threatening persons or property.

Event Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where advance ticket sale revenue is deposited by Manager.

Event of Force Majeure: an act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facilities or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date, as set forth on Exhibit B attached hereto.

EXPO: shall mean Shawnee Civic and Cultural Development Authority.

Facilities: shall have the meaning given to such term in the Recitals to this Agreement, and shall be deemed to include the entire EXPO grounds property, including the Expo Center, the 7,500 seat outdoor arena, the 19,200 square foot indoor arena, and the RV park, as such areas are identified on Schedule 1 hereto.

FF&E: furniture, fixtures and equipment to be procured for use at the Facilities.

Fixed Management Fee: the fixed monthly fee the City shall pay to Manager under this Agreement, as more fully described in Section 3.1 of this Agreement.

Food and Beverage Services: shall have the meaning given to such term in Section 13.1 hereof.

General Manager: the employee of Manager acting as the full-time on-site general manager of the Facilities.

Incentive Fee: the contingent fee the City shall pay to Manager under this Agreement, if earned, as more fully described in Section 3.2 below.

Initial Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

Laws: federal, state, local and municipal laws, statutes, rules, regulations and ordinances.

Legacy Events: shall be identified as the Pottawatomie County Free Fair, the Pottawatomie County Junior Livestock Show and the International Finals Youth Rodeo.

Management-Level Employees: the General Manager, Assistant General Manager, Business Manager (or employees with different titles performing similar functions), and any department head employed by Manager to perform services at the Facilities (including, if applicable, employees performing the function of the Director of Operations, Director of Sales and Marketing, Director of Security, Finance Director and Event Manager).

Manager: shall have the meaning given to such term in the opening paragraph of this Agreement.

Marketing Plan: a plan for the advertising and promotion of the Facilities and Facilities events, which may contain but not be limited to the following elements: (i) market research, (ii) market position, (iii) marketing objectives, (iv) marketing strategies, (v) booking priorities, (vi) targeted events - local, regional, national and international, (vii) targeted meetings, conventions and trade shows, (viii) industry advertising campaign, (ix) internal and external support staff, (x) advertising opportunities at the local, regional and national level, (xi) attendance at various trade shows, conventions and seminars, (xii) incentive formulas for multiple event presenters, (xiii) suite and club seat sales, (xiv) merchandising and retail, (xv) food and beverage, (xvi) a plan for the sale of commercial rights, including without limitation naming rights, pouring rights, advertising signage, sponsorships (including event sponsorships), branding of food and beverage products for resale, premium seating (including but not limited to suites and club seats), and memorial gifts, (xvii) a plan regarding national, regional and local public relations and media relations, (xviii)

development of an in-house advertising agency, and (xix) policies regarding the use of trade/barter.

Net Operating Income/Loss: shall mean the amount by which Revenue exceeds Operating Expenses (resulting in Net Operating Income), or by which Operating Expenses exceed Revenue (resulting in Net Operating Loss), in the applicable time period.

Net Operating Income/Loss Benchmark: shall mean a loss of 497,680. For any Operating Years of less than a full 12-months, the Net Operating Income/Loss Benchmark shall be prorated based on the actual number of days elapsed in such Operating Year out of 365.

Operating Account: a separate interest-bearing account in the name of the City and under the City's Federal ID number in a local qualified public depository, to be designated by the City, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: a line item budget for the Facilities that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: all expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, and in connection with the provision of Food and Beverage Services and the marketing and sale of Commercial Rights, including but not limited to the following: (i) employee payroll, benefits, relocation costs (for Spectra employees relocating to the Shawnee area to work on-site at the Facility, as opposed to any Facility employees relocating away from the Shawnee area), severance costs, bonus and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi)) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, liability, and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (e.g. commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of City; (xxvii) amount of any deductible or self-insured retention under insurance policies; (xxviii) costs incurred under Service Contracts and other agreements relating to Facilities operations, (xxviii) all costs relating to the provision of the Food and Beverage Services, including costs of goods, labor, licensing and insurance costs; and (xxix) Taxes.

The term "Operating Expenses" does not include debt service on the Facilities, Capital Expenditures, Transition Costs, property taxes, insurance on the Facilities of contents within the Facilities owned by City, or the Incentive Fee, all of which costs shall be borne by City.

Operating Year: each twelve (12) month period during the Term commencing on July 1 and ending on June 30, except the initial Operating Year shall commence on August 1, 2019 and end on June 30, 2020.

Operations Manual: document to be developed by Manager which shall contains terms regarding the management and operation of the Facilities, including detailed policies and procedures to be implemented in operating the Facilities, as agreed upon by both the City and the Manager.

Revenue: all revenues generated by Manager's operation of the Facilities, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facilities and entered into in the ordinary course of operating the Facilities.

Service Contracts: agreements for services to be provided in connection with the operation of the Facilities, including without limitation agreements for ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facilities.

Taxes: any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the City at the Facilities, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facilities, from any guests, or from any others using or occupying all or any part of the Facilities.

Term: shall have the meaning given to such term in Section 4.1 of this Agreement.

“Transition Budget” shall mean the budget reflecting anticipated Transition Costs attached hereto as Exhibit E.

“Transition Costs” shall mean the out-of-pocket costs incurred, or to be incurred, by Manager in connection with its activities related to the transition of management of the Facilities to Manager, as set forth in the Transition Budget.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Engagement.

(a) City hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facilities, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Operations Manual.

Section 2.2 Limitations on Manager’s Duties. Manager’s obligations under this Agreement are contingent upon and subject to the City making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the City or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the City to timely provide such funds.

ARTICLE 3 COMPENSATION

Section 3.1 Fixed Management Fee. In consideration of Manager’s performance of its services hereunder, City shall pay Manager a Fixed Management Fee. Beginning on the Effective Date and continuing through the first (1st) Operating Year, the Fixed Management Fee shall be Ten Thousand Dollars (\$10,000) per month. Beginning in the second (2nd) Operating Year, the Fixed Management Fee shall be increased over the Fixed Management Fee from the previous Operating Year in accordance with the percentage increase in the CPI over the previous twelve (12) month period Year (i.e., the difference, expressed as a percentage, between the value of the CPI published most recently prior to the commencement of the preceding Operating Year and the value of the CPI published most recently prior to the commencement of the Operating Year for

which the CPI adjustment will apply). If in any year the CPI decreases, the Fixed Management Fee for that year shall remain flat (and shall not increase or decrease). The Fixed Management Fee shall be payable to Manager in advance, beginning on the Effective Date, and payable on the first (1st) day of each month thereafter (prorated as necessary for any partial months). Manager shall be entitled to pay itself such amount from the Operating Account.

Section 3.2 Incentive Fee. In addition to the Fixed Management Fee, Manager shall be entitled to receive an Incentive Fee each full or partial Operating Year of the Term, subject to Section 3.3 below. The Incentive Fee shall be comprised of both a qualitative based fee ("**Qualitative Fee**") and a quantitative based fee ("**Financial Fee**"), as follows:

- (a) Qualitative Fee. Manager shall be eligible to earn a Qualitative Fee of up to twenty five thousand dollars (\$25,000) in each Operating Year (pro-rated for any Operating Years of less than a full 12 months based on the actual number of days elapsed in such Operating Year out of 365). The Qualitative Fee shall be determined by the City, in its reasonable and good faith discretion, based on its evaluation of Manager's performance each Operating Year in each of the following five (5) performance areas (with each area given an equal weighting):

- Community Involvement
- Innovative Sales and Marketing
- Repairs and Maintenance
- Results of Customer Service Surveys
- Stakeholder/Tenant Relationships

Financial Fee. Manager shall be entitled to receive twenty percent (20%) of the improvement each Operating Year in actual Net Operating Loss in such Operating Year over the Net Operating Loss Benchmark. There shall be no cap or maximum limit on the amount of the Financial Fee.

The Incentive Fee earned by Manager (both the Qualitative Fee and Financial Fee) shall be paid to Manager no later than ninety (90) days following the end of each Operating Year.

Section 3.3 Transition Costs. Promptly following the Effective Date (or prior to the Effective Date, as applicable), Manager shall do all things reasonably necessary to transition from the current management of the Facilities to the commencement of its management services hereunder. The City shall reimburse Manager for the Transition Costs from the Contribution (as set forth in Section 11.3 below), in accordance with the Transition Budget. Manager shall invoice the City for such costs, and the City shall pay such costs within thirty (30) days of its receipt of each such invoice. Each invoice to be provided by Manager shall be accompanied by reasonable back-up documentation evidencing the incurrence of the Transition Costs. In lieu of invoicing the City for such costs, Manager may deduct and setoff such costs from the Contribution.

Section 3.4 Late Payments. Manager shall have the right to assess interest on any payments of the fees described in this Section that are not made when due. Such interest shall accrue at the rate of twelve percent (12%) per annum.

ARTICLE 4 TERM; TERMINATION

Section 4.1 Term. The initial term of this Agreement (the “**Initial Term**”) shall be for four (4) years and eleven (11) months, beginning on the Effective Date and ending on June 30, 2024. Following the Initial Term, this Agreement may be renewed by the City for an additional five (5) year period, subject to the City providing written notice of such renewal to the Manager no later than March 31, 2024. The Initial Term plus any such renewal period is referred to herein as the “**Term**”.

Section 4.2 Termination. This Agreement may be terminated:

(a) subject to Section 4.3(a) below, by City upon ninety (90) days’ written notice to Manager in the event of a permanent closure of the Facilities, the fact of which is certified by the City in writing to Manager;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days, provided that the party in default is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

(c) by either party immediately by written notice upon the other party being judged bankrupt or insolvent, or if any receiver or trustee of all or any part of the business property of the other party shall be appointed and shall not be discharged within one hundred twenty (120) days after appointment, or if either party shall make an assignment of its property for the benefit of creditors or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for bankruptcy under the bankruptcy or insolvency Laws now in force or hereinafter enacted, Federal, State or otherwise, or if such petition shall be filed against either party and shall not be dismissed within one hundred twenty (120) days after such filing.

Section 4.3 Effect of Termination

(a) In the event this Agreement is terminated by the City pursuant to Section 4.2(a), the City shall reimburse Manager for any actual ordinary and necessary expenses incurred by Manager in withdrawing from the provision of services hereunder following such

termination. Such ordinary and necessary expenses shall include costs associated with (i) severance pay, not to exceed six (6) months, for each of Manager's Management-Level Employees, (ii) reasonable household relocation expenses for Manager's Management-Level Employees, to the extent any of such individuals had previously relocated to the Facilities (or its surrounding areas) in connection with this Agreement and (iii) other reasonable costs actually incurred by Manager in withdrawing from the provision of services hereunder, such as those incurred in connection with the termination and/or assignment of Service Contracts, Revenue Generating Contracts, or other contracts or leases entered into by Manager pursuant to this Agreement. The City's payment of such expenses will occur only after Manager has provided reasonable evidence of the incurrence of such expenses. Except for the reimbursement of the above stated expenses, Manager shall have no other right or remedy, at law or in equity, against the City for a termination pursuant to Section 4.2(a), except that, in the event the Facilities re-opens at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

(b) Upon termination or expiration of this Agreement for any reason (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) City shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) City shall pay to Manager all Operating Expenses incurred by Manager through the end of the Term that have not previously been paid, including costs of accrued but unused vacation time and other end of employment payments due to Manager's employees whose employment is being terminated Manager, (iv) Manager shall make available to the City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or City, the City shall, or shall cause the successor Facilities manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facilities agreements entered into by Manager in furtherance of its duties hereunder. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

In the event this Agreement is terminated early by the City under Section 4.2(b) above due to an uncured breach by Manager, the City may setoff and deduct from amounts owed to Manager under Section 4.3(b) above any actual, documented damages incurred by the City as a direct result of Manager's breach. The City shall provide reasonable evidence of such damages to Manager prior to setting off and withholding such amounts.

ARTICLE 5

OWNERSHIP; USE OF THE FACILITIES; CITY RIGHTS

Section 5.1 Ownership of Facilities, Data, Equipment and Materials. The City will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facilities. Any data, equipment or materials furnished by the City to Manager or acquired by Manager as an Operating Expense shall remain the property of the City, and shall be returned to the City when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, City shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facilities and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facilities as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, the City recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager, and shall belong to Manager at the end of the Term; City shall not use or maintain copies thereof upon the end of the Term.

Section 5.2 Right of Use by Manager. The City hereby gives Manager the right and license to use the Facilities, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facilities. The City shall provide Manager with a sufficient amount of suitable office space in the Facilities and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the City shall make available to Manager, at no cost, parking spaces adjacent to the Facilities for all of Manager's full-time employees and for the Facilities' event staff.

Section 5.3 Observance of Agreements. The City agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the City is bound in connection with its ownership of the Facilities.

Section 5.4 Use by the City. Subject to availability, the City shall have the right to use the Facilities or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the City shall promptly reimburse Manager, for deposit into the Operating Account, for any out-of-pocket expenses incurred by Manager (such as the cost of ushers, ticket-takers, set-up and take-down personnel, security expenses and other expenses) in connection with such use. Such non-commercial use of the Facilities by the City shall (i) not compete with or conflict with the dates previously booked by Manager for paying events, (ii) not consist of normally touring attractions (such as concerts and family shows), and (iii) be booked in advance upon reasonable notice to Manager pursuant to the Facilities' approved booking policies. Upon request of the City, Manager shall provide to the City a list of available dates for City use of the Facilities. To the extent that Manager has an opportunity to book a revenue-producing event

on a date which is otherwise reserved for use by the City, Manager may propose alternative dates for the City's event, and the City shall use best efforts to reschedule its event to allow Manager to book the revenue-producing event. For purposes of calculating Manager's Incentive Fee, Manager shall receive a "paper" credit for an amount equal to the difference between the published Facilities rate and the rate (if any) charged to the City for such use of the Facilities.

Section 5.5 Use by/for Legacy Events. Subject to availability of the Facility, the Legacy Events shall have the right to use the Facilities or any part thereof rent-free for up to 7 days each per Operating Year. Each Legacy Event shall contact Manager and mutually agree upon a date in advance of each event.

ARTICLE 6 PERSONNEL

Section 6.1 Generally. All Facilities staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or an Affiliate thereof), and not of the City. Manager shall select, in its sole discretion but subject to City's right to approve the Operating Budget, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. The City specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual shall be provided to the City upon request. City shall pay all accrued but unused vacation time to its employees whose employment with City is terminating and whose employment with Manager is commencing.

Section 6.2 General Manager. Personnel engaged by Manager will include an individual with managerial experience in similar facilities to serve as a full-time on-site General Manager of the Facilities. Hiring of the General Manager by Manager shall require the prior approval of the City, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the City, temporarily fill such position with an interim General Manager for up to ninety (90) days without the necessity of obtaining the City's approval. The General Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facilities, supervision of employees, and management and coordination of all activities associated with events taking place at the Facilities.

Section 6.3 Non-Solicitation/Non-Hiring. During the Term and for a period of one (1) year after the end of the Term, neither City nor any of its Affiliates shall solicit for employment, or hire the General Manager. The City acknowledges that Manager will spend a considerable amount

of time identifying, hiring and training the General Manager, and that Manager will suffer substantial damages, the exact amount of which would be difficult to quantify, if the City were to breach the terms of this Section by hiring, or soliciting for employment, any of the General Manager. Accordingly, in the event of a breach or anticipated breach of this Section by the City, Manager shall be entitled (in addition to any other rights and remedies which Manager may have at law or in equity, including money damages) to equitable relief, including an injunction to enjoin and restrain the City from continuing such breach, without the necessity of posting a bond.

ARTICLE 7 OPERATING BUDGET

Section 7.1 Establishment of Operating Budget. The parties shall work together on developing a mutually agreeable Operating Budget for the first (1st) Operating Year, with the goal of finalizing such budget no later than the Effective Date. Manager agrees that at least 60 days prior to the commencement of each subsequent Operating Year in respect of such year, it will prepare and submit to the City its proposed Operating Budget for such year. Each annual Operating Budget shall include Manager's good faith projection of Revenues and Operating Expenses, presented on a monthly and annual basis, for the upcoming Operating Year. The City agrees to provide Manager with all information in its possession necessary to enable Manager to prepare each Operating Budget.

Section 7.2 Approval of Operating Budget. Each annual Operating Budget shall be subject to the review and approval of the City, which approval shall not be unreasonably withheld or delayed. In order for the City to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager agrees to provide to the City such reasonable financial information relating to the Facilities as may be requested by the City from time to time. If extraordinary events occur during any Operating Year that could not reasonably be contemplated at the time the corresponding Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the City (which approval shall not be unreasonably withheld or delayed). If the City fails to approve any annual Operating Budget (or any proposed amendment thereto), the City shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Operating Budget or amendment in order to make it acceptable. The parties shall then engage in good faith discussions and use reasonable commercial efforts to attempt to resolve the matter to the mutual satisfaction of the parties, including, if applicable, negotiation of a mutually acceptable modification to the economic terms of this Agreement to enable the Manager to achieve the compensation contemplated by its proposed Operating Budget.

Section 7.3 Adherence to Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facilities in accordance with the Operating Budget. However, City acknowledges that notwithstanding the Manager's experience and expertise in relation to the operation of facilities similar to the Facilities, the projections contained in each Operating Budget are subject to and may be affected by changes in financial, economic and other conditions and circumstances beyond the Manager's control, and Manager shall have no

liability if the numbers within the Operating Budget are not achieved. Manager agrees to notify the City within 30 days of any significant change or variance in the bottom line number in the Operating Budget, and any material increase in total Facilities expenses from that provided for in the Operating Budget. In either such case and if requested by City, Manager agrees to work with City to develop and implement a plan (or changes to the then current plan) to limit Operating Expense to be incurred in the remaining months of such Operating Year with the goal of achieving the Operating Budget.

ARTICLE 8 PROCEDURE FOR HANDLING INCOME

Section 8.1 Event Account. Manager shall deposit as soon as practicable following receipt, in the Event Account, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the City and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion of such events, Manager shall transfer all funds remaining in the Event Account, including any interest accrued thereon, into the Operating Account. Bank service charges, if any, on such account(s) shall be deducted from interest earned.

Section 8.2 Operating Account. Except as provided in Section 8.1, all Revenue derived from operation of the Facilities shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitations of this Agreement, without needing to obtain the co-signature of a City employee or representative.

ARTICLE 9 FUNDING

Section 9.1 Source of Funding. Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facilities from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facilities (as described in Article 8 above), or otherwise made available by the City. To ensure sufficient funds are available in the Operating Account, City will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The City shall thereafter, on or before the 1st day of each succeeding month following the Effective Date, deposit

(or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the City or any third party in the event Manager is unable to perform its obligations hereunder, or under any third party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

Section 9.2 Advancement of Funds. Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, City shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed.

ARTICLE 10

FISCAL RESPONSIBILITY; REPORTING

Section 10.1 Records. Manager agrees to keep and maintain, at its office in the Facilities, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facilities. Such records (including without limitation books, ledgers, journals, accounts, reports, invoices and equipment purchase and maintenance records) shall contain all entries reflecting the business operations of Manager under this Agreement. The City or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 10.2 Monthly Financial Reports. Manager agrees to provide to the City, within thirty (30) days after the end of each month during the Term, financial reports for the Facilities including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles, provided however the first financial statement Manager shall provide shall be within thirty (30) days following the second (2nd) month of the Term, and shall cover the first two (2) months of the Term. In addition, starting with the second (2nd) month of the Term, Manager agrees to provide to the City a summary of bookings for each such month, and separate cash receipts and disbursements reports for each event held at the Facilities during such month. Additionally, Manager shall submit to the City, or shall cause the applicable public depository utilized by Manager to submit to the City, on a monthly basis, copies of all bank statements concerning the Event Account and the Operating Account.

Section 10.3 Audit. Manager agrees to provide to the City, within one hundred twenty (120) days following the end of each Operating Year, a certified audit report on the accounts and records as kept by Manager for the Facilities. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facilities. Such audit shall be performed by an external auditor approved by the City, and shall be conducted in accordance with generally accepted auditing standards.

ARTICLE 11
CAPITAL IMPROVEMENTS; MANAGER CONTRIBUTION

Section 11.1 Schedule of Capital Expenditures. Manager shall annually, at the time of submission of the annual Operating Budget to the City, provide to the City a schedule of proposed capital improvements to be made at the Facilities, for the purpose of allowing the City to consider such projects and to prepare and update a long-range Capital Expenditure budget. As part of the schedule of improvements the Manager shall provide a prioritization of such improvements with the Manager's best estimate as to the scheduling of such improvements on a year by year basis for the ten (10) years following the annual report.

Section 11.2 Responsibility for Capital Expenditures. The City shall be solely responsible for all Capital Expenditures at the Facilities; provided, however, the City shall be under no obligation to make any Capital Expenditures proposed by Manager, and provided further that Manager shall have no liability for any claims, costs or damages arising out of a failure by the City to make any Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right (but not the obligation), upon notice to the City, to make Capital Expenditures at the Facilities for Emergency Repairs. In such event, the City shall promptly reimburse Manager for the Emergency Repairs cost of such Capital Expenditure.

Section 11.3 Manager Contribution. Manager hereby agrees to contribute three hundred fifty thousand dollars (\$350,000) (the "Contribution") to be used by the City solely for the following purposes: (a) to fund the Transition Expenses, (b) towards the creation of a fund designed to develop, attract and fund events at the Facilities, and/or (c) for other mutually agreed upgrades and revenue-generating improvements at the Facilities. The Contribution shall be made no later than September 30, 2019. The Contribution shall be amortized on a straight line basis over a seven (7) year period (at the rate of 1/84 per month), commencing on the Effective Date. In the event this Agreement terminates or expires prior to the full seven (7) year amortization period (regardless of the reason for expiration or termination, and specifically including if such expiration or termination is due to a breach, default or bankruptcy event by or affecting Manager, or if the Initial Term is not extended for any reason), the City shall within thirty (30) days of such expiration or termination pay to Manager the unamortized amount of the Contribution. Such payment shall be made unconditionally, without setoff or deduction.

ARTICLE 12
FACILITIES CONTRACTS; TRANSACTIONS WITH AFFILIATES

Section 12.1 Existing Contracts. The City shall provide to Manager, on or before the Effective Date, copies of all Existing Contracts. Manager shall administer and assure compliance with such Existing Contracts.

Section 12.2 Execution of Contracts. Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facilities, as agent on behalf of the City. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

Section 12.3 Transactions with Affiliates. In connection with its obligations hereunder relating to the purchase or procurement of services for the Facilities (including without limitation food and beverage services, ticketing services, Commercial Rights sales, web design services and graphic design services), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, at the request of the City, provide reasonable evidence establishing the competitive nature of such prices and services, including, if appropriate, competitive bids from other persons seeking to render such services at the Facilities.

ARTICLE 13

FOOD AND BEVERAGE SERVICES

Section 13.1 Generally. Manager shall have the sole and exclusive right to manage and perform, and Manager hereby agrees to manage and perform, all food and beverage concession and catering service at the Facility ("**Food and Beverage Service**"). Manager may engage sub-contractors to sell food and beverages at the Facility when approved in writing by the City.

Section 13.2 Concession and Catering Areas. Manager shall have the exclusive right to use (or permit a third party to use, as applicable) the concession stands, novelty stands, customer serving locations, food preparation areas, vendor commissaries, kitchen and warehouse facilities, and other food service related areas of the Facilities, together with the improvements, equipment and personal property upon or within such areas, for the purpose of providing the Food and Beverage Service (and providing other duties required of Manager hereunder). The City shall provide, at no cost to Manager, all smallwares and equipment reasonably required by Manager to perform the Food and Beverage Service.

Section 13.3 Food and Beverage Duties. In connection with its management and provision of the Food and Beverage Service, Manager shall:

- (a) Develop and implement all necessary policies and procedures for the food and beverage operations;
- (b) Engage and oversee employees necessary to perform the Food and Beverage Services;

(c) Manage the Food and Beverage Service in compliance with and subject to all federal, state and local laws, ordinances and regulations (including, without limitation, health and sanitation codes and regulations with respect to the sanitation and purity of the food and beverage products for sale);

(d) Arrange for all minor repairs and routine maintenance to the equipment used in the operation of the Food and Beverage Service;

(e) Keep the food and beverage facilities and equipment neat, clean and in a sanitary condition;

(f) Undertake appropriate advertising, marketing and promotion of the food and beverage offerings at the Facilities;

(g) Develop menus, portions, brands, prices, themes and marketing approaches. Manager shall be entitled to set the prices for such items for sale, but Manager agrees to confer with the City Contract Administrator and take the City's views into account prior to setting (or changing) such prices; and

(h) Order, stock, prepare, pay for (as an Operating Expense) and sell appropriate foods and beverages.

Section 13.4 Alcohol Licenses and Permits. Manager agrees to apply for all appropriate alcohol licenses and permits, subject to applicable law. The City shall provide reasonable assistance to Manager in such regard. At the end of the Term, Manager shall without charge to City relinquish its rights in, or terminate (as applicable), the alcohol licenses and permits for the Facility.

Section 13.5 Food and Beverage Revenue and Expenses. All revenue to the Facility from operation of the Food and Beverage Service shall be deemed to be Revenue, and shall be deposited by Manager into the Operating Account. All expenses incurred in connection with the provision of the Food and Beverage Service shall be Operating Expenses, payable by Manager with funds from the Operating Account.

ARTICLE 14

AGREEMENT MONITORING AND GENERAL MANAGER

Section 14.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facilities, unless Manager notifies City of a substitute contract administrator in writing. City shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or City participation or approval shall mean the participation or approval of

such party's contract administrator.

ARTICLE 15 INDEMNIFICATION

Section 15.1 Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless the City and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties and arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein.

Section 15.2 Indemnification by the City. City agrees to defend, indemnify and hold harmless Manager, its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns, against any Losses suffered by such parties, arising out of or in connection with (a) any negligent act or omission, or intentional misconduct, or failure to comply with Laws, on the part of City or any of its employees or agents in the performance of its obligations under this Agreement, (b) a breach by City of any of its representations, covenants or agreements made herein, including without limitation City's obligation to pay any budgeted or otherwise approved expenses in a timely manner, (c) failure by City to pay any amounts due by City or to otherwise perform any obligations of City under any third party contracts, licenses or agreements entered into by Manager in furtherance of its duties hereunder as authorized hereby; (d) any environmental condition at the Facilities or on or under the premises on which the Facilities is located not caused by Manager, its employees or agents, (e) any structural defect with respect to the Facilities, (f) the fact that any time prior to, as of, or after the date hereof the Facilities is not or has not been in compliance with all Laws, including, but not limited to, the Americans With Disabilities Act as it now exists and as it may be amended in the future by statute or judicial interpretation, (g) any act or omission carried out by Manager at or pursuant to the direction or instruction of City, its agents or employees, (h) any claims relating to the Facilities or its operations accruing or caused by occurrences prior to the Effective Date or following termination or expiration of this Agreement, and (i) any withdrawal liability for a share of unfunded vested benefits under multiemployer plans (as that term is defined in 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended).

Section 15.3 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 15, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve, through counsel of its choice, any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such

defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 15.4 Survival. The obligations of the parties contained in this Article 15 shall survive the termination or expiration of this Agreement.

Section 15.5 Legal Costs. Notwithstanding the other provisions of this Agreement, if legal costs are being incurred by the Manager or the City that are not covered by insurance for a third party claim in respect of which the City is claiming indemnity from the Manager, such legal costs will be considered an Operating Expense unless and until liability of the Manager pursuant to this Agreement is conclusively established by a court of competent jurisdiction with respect to the underlying claim on which the Manager's obligation to indemnify is based. In the event that the liability of the Manager is so conclusively determined, then such legal costs shall be considered as costs of the Manager (and not Operating Expenses) and covered by the indemnity given by the Manager to the City hereunder and the parties shall adjust between them in respect of such legal costs.

ARTICLE 16 INSURANCE

Section 16.1 Types and Amount of Coverage. Manager agrees to obtain insurance coverage in the manner and amounts as set forth in Exhibit D, attached hereto, and shall provide to the City promptly following the Effective Date a certificate of certificates of insurance evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior approval of the City. Each insurance policy shall include a requirement that the insurer provide Manager and the City at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 16.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of Oklahoma or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name City as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the City. Manager shall require that all third-party users of the Facilities, including without limitation third-party licensees, ushers, security personnel and concessionaires, provide certificates of insurance evidencing insurance appropriate for the types of activities in which such user is engaged. If Manager subcontracts any of its obligations under this Agreement, Manager shall require each such subcontractor to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the City as additional insureds.

ARTICLE 17

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 17.1 Manager Representations and Warranties. Manager hereby represents, warrants and covenants to City as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of Manager herein, and that no third party consent or approval is required to grant such rights or perform such obligations hereunder; and

(b) that this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Laws affecting creditors' rights generally or by general equitable principles.

(c) that Manager will comply with all Laws applicable to its management of the Facilities, provided that Manager shall not be required to undertake any compliance activity, nor shall Manager have any liability under this Agreement therefor, if such activity requires any Capital Expenditure.

Section 17.2 City Representations, Warranties and Covenants. City represents, warrants and covenants to Manager as follows:

(a) that it has the full legal right, power and authority to enter into this Agreement and to grant the rights and perform the obligations of City herein, and that no other third party consent or approval is required to grant such rights or perform such obligations hereunder.

(b) that this Agreement has been duly executed and delivered by City and constitutes a valid and binding obligation of City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

(c) that the Facilities is, as of the Effective Date, in compliance in all respects with all applicable Laws relating to the construction, use and operation of the Facilities (including, without limitation, Title III of the American with Disabilities Act), and that there exist no structural defects or unsound operating conditions at the Facilities.

ARTICLE 18 MISCELLANEOUS

Section 18.1 PCI Compliance. Manager agrees to comply with all current Payment Card Industry Data Security Standards ("PCI Standards") and guidelines that may be published from time to time by Visa, MasterCard or other associations as they relate to the physical storage of credit card data. For PCI Standards compliance purposes, City will provide on a segmented network, an appropriate number of wired data connections to the Internet for point of sale devices to be used by Manager and any contractors at the Facilities. City shall be responsible for the security of its network, including, without limitation, applicable PCI-DSS compliance, and for procuring and installing point of sale (POS) payment systems that are compliant with the latest PCI-DSS requirements. If at any time either party determines that card account number or other information has been compromised, such party will notify the other immediately and assist in providing notification to the proper parties as deemed necessary.

Section 18.2 No Discrimination. Manager agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age, and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, religion, color, sex, disability, national origin, ancestry, physical handicap, or age.

Section 18.3 Use of Facilities Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), for no charge, the name and all logos of the Facilities, on Manager's stationary, in its advertising of the Facilities, and whenever conducting business of the Facilities; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the City relating to such logos. All intellectual property rights in any Facilities logos developed by the Manager or the City shall be and at all times remain the sole and exclusive property of the City. Manager agrees to execute any documentation requested by the City from time to time to establish, protect or convey any such intellectual property rights.

Section 18.4 Facilities Advertisements. The City agrees that in all advertisements placed by the City for the Facilities or events at the Facilities, whether such advertisements are in print, on radio, television, the internet or otherwise, it shall include a designation that the Facilities is a "Managed by Spectra".

Section 18.5 Force Majeure; Casualty Loss.

(a) Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this Agreement due to an Event of Force Majeure, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such Event of Force Majeure. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

(b) In the event of damage or destruction to a material portion of the Facilities by reason of fire, storm or other casualty loss that renders the Facilities (or a material portion thereof) untenable, the City shall use reasonable efforts to remedy such situation. If notwithstanding such efforts, such damage or destruction is expected to render the Facilities (or a material portion thereof) untenable for a period estimated by an architect selected by the City at Manager's request, of at least one hundred eighty (180) days from the date of such fire, storm or other casualty loss, either party may terminate this Agreement upon written notice to the other, provided that (i) the City shall pay to Manager its costs of withdrawing from services hereunder, as described in Section 4.3(a) above, and (ii) in the event the Facilities once again becomes tenable at any time during the Term, this Agreement shall, at the option of Manager, once again become effective and Manager shall manage and operate the Facilities under the terms hereof, except that the Term shall be extended for a period of time in which the Facilities was closed.

Section 18.6 Assignment; Binding on Successors and Assigns. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except that either party may, without the prior written consent of the other party but upon at least 30 days' written notice to the other party, assign this Agreement in connection with a sale, merger or other business combination involving all or substantially all of its assets or equity interests, and Manager may further assign this Agreement to an Affiliate where such assignment is intended to accomplish an internal corporate purpose of Manager as opposed to materially and substantially altering the method of delivery of services to City. Any purported assignment in contravention of this Section shall be void. This Agreement is binding on successors and permitted assigns of the parties.

Section 18.7 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the

address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the City:

City of Shawnee
16 West 9th Street
Shawnee, OK 74801-6812
Attn: City Manager

With a copy to:

Stuart & Clover, PLLC
130 North Broadway, Ste. 100
Shawnee, OK 74801
Attn: Joe Vorndran

If to Manager:

Spectra Venue Management
150 Rouse Blvd.
Philadelphia, PA 19112
Attn: President

With a copy to:

Spectra General Counsel
150 Rouse Blvd.
Philadelphia, Pennsylvania 19112

The designation of the individuals to be so notified and the addresses of such parties set forth above may be changed from time to time by written notice to the other party in the manner set forth above.

Section 18.8 Severability. If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 18.9 Entire Agreement. This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

Section 18.10 Governing Law. The Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Oklahoma, without regard to its conflict of laws principles.

Section 18.11 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an

instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 18.12 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 18.13 Relationship of Parties. Manager and City acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the Facilities, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Manager. In operating the Facilities, entering into contracts, accepting reservations for use of the Facilities, and conducting financial transactions for the Facilities, Manager acts on behalf of and as agent for City (but subject to the limitations on Manager's authority as set out in this Agreement), with the fiduciary duties required by law of a party acting in such capacity.

Section 18.14 No Third Party Beneficiaries. Other than the indemnitees listed in Sections 15.1 and 15.2 hereof (who are third party beneficiaries solely with respect to the indemnification provisions in such sections), there are no intended third party beneficiaries under this Agreement, and no third party shall have any rights or make any claims hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

Section 18.15 Attorneys Fees. If any suit or action is instituted by either party hereunder, including all appeals, the prevailing party in such suit or action shall be entitled to recover reasonable attorney fees and expenses from the non-prevailing party, in addition to any other amounts to which it may be entitled.

Section 18.16 Limitation on Damages. In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability or otherwise, and each party's liability for damages or losses hereunder shall be strictly limited to direct damages that are actually incurred by the other party, provided that the foregoing shall not limit or restrict any claim by Manager for the management fees described herein upon a breach or default of this Agreement by City.

Section 18.17 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Agreement may be executed by the parties and

transmitted by facsimile or electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF SHAWNEE

GLOBAL SPECTRUM, L.P.,
d/b/a Spectra Venue Management

By: Global Spectrum, LLC, its general
partner

By: Chance Allison
Name: Chance Allison
Its: Acting City Manager

By: [Signature]
Name: Brian Rottenberg
Its: President

SCHEDULE 1
MAP DEFINING AREAS UNDER MANAGER'S MANAGEMENT



EXHIBIT A MANAGER DUTIES

Manager's obligations under the Agreement shall consist of the following obligations, all of which are subject to the terms hereof and the controls and restrictions in the Operations Manual:

(a) Manage all aspects of the Facilities in accordance with the Operations Manual and the terms of this Agreement, including but not limited to managing purchasing, payroll, fire prevention, security, crowd control, routine repairs, preventative maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, snow removal and landscaping, parking (if applicable), and general user services.

(b) In consultation with the City and subject to the City's approval, establish and adjust prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments. Manager may deviate from the established rate schedule when entering into any such agreements if determined by Manager, using its reasonable business judgment, to be necessary or appropriate with respect to the specific situation.

(c) Subject to Section 12.2, procure, negotiate, execute, administer and assure compliance with Service Contracts, Revenue Generating Contracts, and other contracts related to the operation of the Facilities.

(d) Require that all material vendors and licensees of the Facilities execute vendor/license agreements containing standard indemnification and insurance obligations on the part of each such vendor/licensee.

(e) Provide standard form advertising and sponsorship contracts and user/rental agreements for use at or with respect to the Facilities. Manager shall submit such form agreements to the City for review and comment, and the parties shall work together to finalize such forms. Once finalized, Manager shall use such forms in furtherance of its duties hereunder, and shall not materially deviate from the terms contained in such forms without obtaining the prior approval of the City (which shall not be unreasonably withheld). Manager's sole responsibility with regard to providing legal advice or assistance hereunder shall be to provide such standard form contracts.

(f) Operate and maintain the Facilities, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facilities in accordance with a booking schedule to be developed by Manager.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facilities in accordance with Article 6 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion, or as required by Law.

(i) Maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the City upon request, in accordance with Section 10.1 of the Agreement.

(j) Submit to the City in a timely manner financial and other reports detailing Manager's activities in connection with the Facilities, as set forth in Section 10.2 of the Agreement.

(k) Prepare a proposed annual Operating Budget and submit such proposed budget to the City, both in accordance with Article 7 of the Agreement.

(l) Pay all Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facilities from the Operating Account or with funds otherwise made available by the City.

(m) Secure, or assist the City (or any other third party, as applicable) to secure, all licenses and permits necessary for the operation and use of the Facilities for the specific events to be held therein, and for the general occupancy of the Facilities, including without limitation all necessary food and liquor licenses, and renewals thereof. The City shall cooperate in this process to the extent reasonably required. All costs associated with this process shall be Operating Expenses.

(n) Collect, deposit and hold in escrow in the Event Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event, as more fully described in Section 8.1 of the Agreement.

(o) Collect in a timely manner and deposit in the Operating Account all Revenue, as more fully described in Section 8.2 of the Agreement.

(p) Subject to the City making available sufficient funds in a timely manner, pay all Taxes.

(q) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facilities.

(r) Prepare, maintain and implement on a regular basis, subject to the City's approval, a Marketing Plan for the Facilities.

(s) Market and sell Commercial Rights at or in connection with the Facility.

(t) On an annual basis, cause a written inventory to be taken of all furniture, fixtures, office equipment, supplies, tools and vehicles at the Facilities, and deliver a written report of the foregoing to City. Manager shall document all major damage to, or loss in, such inventory during the Term as soon as such damage or loss is discovered by Manager, and Manager shall promptly notify City of any such damage or loss.

(u) Purchase, on behalf of the City and with City funds, and maintain during the Term, all materials, tools, machinery, equipment and supplies necessary for the operation of the Facilities. Manager and the City shall jointly conduct an initial inventory of FF&E at the Facilities within thirty (30) days of the Effective Date, and Manager shall thereafter, on an annual basis within thirty (30) days of the start of each Operating Year, conduct an inventory of FF&E at the Facilities, noting for the City which items were removed due to loss, damage or irrelevance.

(v) As agent for the City, manage risk management and Facilities insurance needs, as more fully described in Article 16 of the Agreement.

(w) Make and be responsible for all routine and minor repairs, maintenance, preventative maintenance, and equipment servicing. Manager shall be responsible for ensuring that all repairs, replacements, and maintenance shall be of a quality and class at least equal to that of the item being repaired, replaced or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the City, shall be deemed the property of the City.

(x) Cause such other acts and things to be done with respect to the Facilities, as determined by Manager in its reasonable discretion to be necessary for the management and operation of the Facilities following the Effective Date.

EXHIBIT B
EXISTING CONTRACTS

2019 Contracted Events
as of June 13th 2019

2 Sisters Flea Market	August 2 nd - 3 rd	\$385 per day + \$4 Tables/\$.50 Chairs
Muskogee Cat Show	August 3 rd - 4 th	\$385 per day + \$200 AC if used + \$4 Tables/\$.50 Chairs + Security (not our \$)
Community Renewal Conference	August 9 th - 10 th	\$125 per day Tables/Chairs @ \$NC
C&L Antique Arms	August 9 th - 11 th	\$865 per day + \$4 Tables/\$.50 Chairs
Comic Con	August 17 th - 18 th	\$865 per day + \$25 per booth charge *If we do ticket sales 12% w/ Building @ \$NC
Labor Day Boer Goat Sale	Aug 30 th - 31 st	\$385 per day + \$4 Tables/\$.50 Chairs + Pipe & Drape @ \$2 per ft + PA System @ \$60 per day + \$85 Announcers Stand/Sale Ring (one time chrg) + Pens \$5 per pen (one time chrg) + Security (not our \$)
OK Quarter Horse Show	Aug 31 st - Sept 1 st	Bid \$2,860.00
Baptist Campers	Sept 10 th - 11 th	RV per rig per night \$16 + GSW use \$125 (one time chrg)
2 Sisters Flea Market	Sept 13 th - 14 th	\$385 per day + \$4 Tables/\$.50 Chairs

Bully's Unlimited	Sept 21 st	\$522.50 Bldg Rental + \$4 Tables/\$.50 Chairs + (2) 5 row bleachers \$60 each + Security (not our \$)
HERPS Reptile Show	Sept 14 th - 15 th	\$865 per day + \$4 Tables/\$.50 Chairs
Central OK Com. Action Band.	Sept 27 th	\$345 + \$4 Tables/\$.50 Chairs + Screen/Projector \$300 if used
National British White	Sept 27 th - 28 th	\$715 per day + \$125 per day + \$60 PA System (per day) + \$25 per pen (40 expected) + \$5 per 10 ft Tie Rail
Monkey Business Sale	Oct 3 rd - 5 th	\$865 per day + \$4 Tables/\$.50 Chairs
2 Sisters Flea Market	Oct 4 th - 5 th	\$385 per day + \$4 Tables/\$.50 Chairs
Good SAM'S RV Rally	Oct 6 th - 12 th	RV per rig per night \$17 Conf Center, GSW, Otto Krause ALL INCLUDED @ \$NC
Girls Night Out Hog Show	Oct 12 th	\$385 per day + \$200 AC/Heat if used + \$4 Tables/\$.50 Chairs + \$5 per pen (one time chrg) + \$60 5 row bleachers + Security (not our \$)
OK Quarter Horse Show	Oct 12 th - 13 th	Bid \$2,860.00

Boxer Club of Oklahoma	Oct 17 th - 18 th	Each Sec of Otto Krause is Quoted \$ wise in case + PA System \$60 per day + \$4 Tables/\$.50 Chairs + Pens \$5 each + Stage @ \$NC + RV Rentals @ \$25 per night
Seminole Kennel Club	Oct 19 th - 20 th	*Same as Above
Circle L Productions	Oct 19 th - 20 th	Barn Sections Quoted \$ + Stalls @ \$10 per stall + PA System @ \$60 per day
2 Sisters Craft Show	Oct 19 th - 20 th	\$605 per day + \$4 Tables/\$.50 Chairs + 10x10 booth set up \$25 each
Maria Garcia Quinceanera	Oct 26 th	\$605 per day + \$150 set up clean up + \$ Dance Floor if Needed
Triangle Horse Sale	Oct 24 th - 26 th	Bid "Attached"
2 Sisters Flea Market	Nov 1 st - 2 nd	\$385 per day + \$4 Tables/\$.50 Chairs
NBHA District Finals	Nov 2 nd - 3 rd	\$1100 Bldg Charge + \$10 per stall + \$NC Announcers Stand + PA System @ \$60 per day
Trivia & Tapas	Nov 7 th	\$605 Bldg Charge + (2) Screens @ \$NC + \$4 Tables/\$.50 Chairs + Stage, Pipe & Drape, Podium, Wireless Mic ALL @ \$NC

Alpaca Blast Off	Nov 7 th - 10 th	\$345 Bldg Charge + Screen in Conf C @ \$NC + \$695 per day (+\$330 if used) + \$125 if needed + Tables/Chairs @ \$NC + PA System @ \$NC + Screen use in Barn @ \$NC + \$5 per pen set by us
Outlaw Motor Sports	Nov 8 th - 9 th	\$715 per day + \$495 if used + \$220 if used + \$4 Tables/\$.50 Chairs + (2) 5 row bleachers \$60 each + if 1 day race \$500 Fence Fee + \$125 per day Tractor use + \$200 per day Water Truck
Board of Realtors	Nov 15 th	\$345 Bldg Charge + \$4 Tables/\$.50 Chairs
Sassafras	Nov 15 th - 16 th	\$385 per day + \$4 Tables/\$.50 Chairs
Jones Team Roping	Nov 16 th - 17 th	\$1430 Per Day Bid
2 Sisters Craft Show	Nov 23 rd - 24 th	\$605 per day + \$4 Tables/\$.50 Chairs + 10x10 booth set up \$25 each
Outlaw Motor Sports	Nov 8 th - 9 th	\$715 per day + \$495 if used + \$220 if used + \$4 Tables/\$.50 Chairs + (2) 5 row bleachers \$60 each + if 1 day race \$500 Fence Fee + \$125 per day Tractor use + \$200 per day Water Truck
Black Hawk Party	Dec 6 th - 7 th	Bid \$900 + Dance Floor \$40 or \$120

Jones Team Roping	Dec 7 th - 8 th	\$1430 Per Day Bid
Outlaw Motor Sports	Dec 13 th - 14 th	\$715 per day + \$495 if used + \$220 if used + \$4 Tables/\$.50 Chairs + (2) 5 row bleachers \$60 each + if 1 day race \$500 Fence Fee + \$125 per day Tractor use + \$200 per day Water Truck
OK Poultry Federation	Dec 14 th	\$125 Bldg Charge \$350 Bldg Charge \$150 Bldg Charge *Depends on which Area wanted + Tables/Chairs @ \$NC + Security (not our \$)
G&S Promotions	Dec 21 st - 22 nd	\$775 Bldg Charge + \$4 Tables/\$.50 Chairs
Jones Team Roping	Dec 28 th - Jan 1 st	\$1430 Per Day Bid (only roping 2 days)

2021 Contracted Events
as of June 13th 2019

Jones Team Roping	Dec 31 st - Jan 2 nd	\$1430 Per Day Bid
Jones Team Roping	Jan 16 th - 17 th	\$1430 Per Day Bid
Jones Team Roping	Feb 13 th - 14 th	\$1430 Per Day Bid
Jones Team Roping	March 20 th - 21 st	\$1430 Per Day Bid
Jones Team Roping	April 17 th - 18 th	\$1430 Per Day Bid
IFYR 2021	July 11 th - 16 th	*SC&CDA Event*
Jones Team Roping	Nov 13 th - 14 th	\$1430 Per Day Bid
Jones Team Roping	Dec 4 th - 5 th	\$1430 Per Day Bid

2022 Contracted Events
as of June 13th 2019

Jones Team Roping	Dec 31 st - Jan 2 nd	\$1430 Per Day Bid
Jones Team Roping	Jan 15 th - 16 th	\$1430 Per Day Bid
Jones Team Roping	Feb 12 th - 13 th	\$1430 Per Day Bid
Jones Team Roping	March 19 th - 20 th	\$1430 Per Day Bid
Jones Team Roping	April 9 th - 10 th	\$1430 Per Day Bid
IFYR 2022	July 10 th - 15 th	*SC&CDA Event*
Jones Team Roping	Nov 12 th - 13 th	\$1430 Per Day Bid
Jones Team Roping	Dec 3 rd - 4 th	\$1430 Per Day Bid

2023 Contracted Events
as of June 13th 2019

Jones Team Roping	Dec 31 st - Jan 1 st	\$1430 Per Day Bid
IFYR 2023	July 9 th - 14 th	*SC&CDA Event*

2024 Contracted Events
as of June 13th 2019

Jones Team Roping	Dec 31 st - Jan 1 st	\$1430 Per Day Bid
IFYR 2024	July 7 th - 12 th	*SC&CDA Event*

EXHIBIT C

INTENTIONALLY OMITTED

EXHIBIT D INSURANCE

At all times during this Agreement, Manager shall maintain the following insurance coverage:

(a) commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under this Agreement;

(b) umbrella or excess liability insurance;

(c) commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of Oklahoma;

(e) professional liability insurance and self-insured employment practices liability coverage;

(f) employment practices liability insurance;

(g) pollution liability; and

(h) crime coverage.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

Commercial General Liability

\$1,000,000 per occurrence

\$1,000,000 personal and advertising injury

\$1,000,000 products-completed operations aggregate

Umbrella or Excess Liability

\$5,000,000 per occurrence and aggregate

Automobile Liability

\$1,000,000 per accident (PI and PD combined single limit)

\$1,000,000 uninsured/underinsured motorist

Workers Compensation

Workers Compensation: Statutory

Employer's Liability: \$100,000 each accident-bodily injury by accident

\$500,000 policy limit-bodily injury by disease

\$100,000 each employee-bodily injury by disease

Professional Liability/Errors & Omissions (Claims Made basis)

\$1,000,000 each occurrence/aggregate

Employment Practices Liability Insurance (Claims Made basis)

\$1,000,000

Pollution Liability (Claims Made basis)

\$1,000,000

Crime Insurance

Coverage on all on-site Manager employees. Limit: \$500,000.00

EXHIBIT E
TRANSITION COSTS



SPECTRA

**Spectra
Heart of Oklahoma Exposition Center
Estimated Management Transition Expenses**

<u>Personnel Related Expenses</u>		
<u>Relocation</u>		\$25,000
General Manager	\$25,000	
<u>Travel</u>		\$1,950
GM/Director Candidates Interview Trips	2	
Cost Per Trip (2 days/1 night)	\$975	
<u>Recruitment Cost</u>		\$9,000
Cost per Background Check	\$50	
Number of Checks	150	
Recruitment Ad Placements	\$1,500	
Total Personnel Related Expenses		<u>\$35,950</u>

<u>Corporate/Regional Travel Expenses</u>		
<u>Corporate Travel Expenses per Trip (based upon 2 nights/3 days):</u>		
	\$	
Airfare	\$350	
Transportation (\$50 per day)	\$150	
Hotel (\$125 per night)	\$250	
Expenses (\$75 per day)	<u>\$225</u>	
Total Estimated Cost per Trip	\$975	
<u>Estimated # of Trips</u>	<u>#</u>	<u>\$</u>
Regional VP/Operations	5	\$4,875
Facility Accounting	2	\$1,950
Human Resources	2	\$1,950
Food & Beverage	3	\$2,925
Sales & Marketing	<u>2</u>	<u>\$1,950</u>
Total Corporate Trips	14	\$13,650

Total Travel Expenses	<u>\$13,650</u>
TOTAL TRANSITION EXPENSES.....	\$49,600

Regular Board of Commissioners

3. f. 1.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with REACT Ambulance Authority for dispatch services.

Attachments

REACT

AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2022 by and between the City of Shawnee, Oklahoma, a municipal corporation (hereinafter the "CITY"), and REACT Ambulance Authority, an Oklahoma Public Trust Authority (hereinafter "REACT").

WITNESSETH:

WHEREAS, REACT provides emergency response service to the citizens of the City of Shawnee; and

WHEREAS, the CITY possesses sufficient resources to provide dispatch services for REACT and has experience in being the primary respondent for dispatching emergency medical assistance; and

WHEREAS, it is the intent of the CITY and REACT to enter into a mutual cooperation agreement to arrange dispatch service for REACT to be provided by the CITY.

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

1. The CITY agrees to provide dispatch services for REACT, including both telephone and radio communications to assist REACT in providing emergency service to the citizens of Shawnee.
2. The CITY agrees to be the primary respondent in taking calls on the private emergency line for REACT.
3. The CITY agrees to provide this service in a professional manner commencing on July 1, 2022 and to continue until June 30, 2023.
4. In consideration for the dispatch services provide by the CITY, REACT agrees to pay to the CITY Thirty Thousand Dollars (\$30,000.00) for the term of this Agreement, with payments to be made on a monthly basis in the amount of Two Thousand Five Hundred Dollars (\$2,500.00).
5. Both parties agree that REACT is an independent contractor for purposes of this Agreement and is not an employee of the CITY. REACT shall be responsible for its own insurance, payroll taxes and salaries. Nothing in this Agreement establishes an Agency Relationship or any other legal relationship between REACT and the CITY, other than the provisions stated in this Agreement.
6. Each party agrees to assume all liability and/or costs of litigation arising from the actions of its own employees. Should any liability occur due solely to the actions of an employee of one of the parties, that party agrees to hold the other party harmless from liability and to indemnify the other party for any judgment or costs of litigation, including attorney fees.

7. This Agreement comprises all the terms agreed to by the parties and any modification, amendment or alteration of this Agreement must be in writing and executed by both parties.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. This Agreement shall expire June 30, 2023. This Agreement may be renewed or extended by agreement of both parties thereafter.

10. This Agreement may be terminated by either party without cause upon thirty (30) days written notice directed to the other party. For purposes of this paragraph, the notice shall be sent to either the City Manager of the City of Shawnee or the Chairman of the REACT Ambulance Authority.

11. If any provision of this Agreement is held to be invalid or unenforceable by any court or agency of the state or federal government, then said provision will be modified to reflect the parties' intentions. All remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on

_____.

REACT AMUBLANCE AUTHORITY



Printed Name: Willis Snowden

Title: Director

ATTEST/NOTARY:

Printed Name: _____

Title: _____

THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

ATTEST:

ANDREA WECKMUELLER-BEHRINGER,
CITY MANAGER

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN, CITY ATTORNEY

Regular Board of Commissioners

3. f. 2.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with the Independent School District North Rock Creek for police services.

Attachments

Contract

NORTH ROCK CREEK
SCHOOL AGREEMENT

This agreement made and entered into this 1st day of July, 2022, by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and the Independent School District North Rock Creek of Pottawatomie County, Oklahoma, hereinafter referred to as "District", WITNESSETH:

PURPOSE: The purpose of this agreement is to provide for the increased safety and security of North Rock Creek Schools through the placement of a police officer in said school on a full-time basis.

TERM: The term of this agreement shall be from the 1st day of July, 2022 through the 30th day of June, 2023. This agreement shall be for the period of one (1) year.

ADMINISTRATION: This agreement shall be administered by the City Manager and the Chief of Police of the City with input from the District administration. These representatives shall be responsible for administering this agreement and shall have the authority to determine the duties to be performed by the officer and the resolution of disputes. The City Manager and the Chief of Police of the City shall receive from District periodic recommendations and suggestions as to needs of the District. These recommendations shall be submitted by the Superintendent of schools for the District.

DUTIES: The officer shall be a certified police officer of the City and shall perform those tasks and duties delineated in the schedule of duties as approved by the administrators.

OFFICER: District and the City shall have the right to mutually select any officer of their own choosing from those police officers of the City who volunteer for consideration for this duty and District and City shall have the right to substitute another officer should they choose to do so. The officer shall at all times remain as a police officer of City, subject to the immediate supervision of the Chief of Police or his designee.

EXCLUSIVE USE: The said officer shall be assigned on a full-time basis to District to serve as a police officer to provide increased safety and security within the buildings known as the North Rock Creek Schools. Full-time will be considered as 8 hours on site duty time. Officer shall serve the District full-time as assigned to the North Rock Creek Schools. Provided that in the event of an emergency as determined by the Chief of Police of city, the City shall have a right to reassign said officer as needed.

CONSIDERATION: In consideration for this agreement, District agrees to pay to City \$76,992.00 to cover the salary, uniform allowance and weapons allowance of the police officer. This consideration to remain unchanged unless there are changes of the actual salary or allowances paid to the officer. City shall be responsible for providing the patrol car and any other necessary equipment required by the officer for the performance of their duties.

LIABILITY: City agrees that it shall be responsible for any liability arising from the actions of the officer in the same manner and to the same extent as it has liability for the actions of any police officer. Each party shall assume and be responsible for any liability or the costs of litigation arising from actions of its own employees.

TERMINATION: This agreement shall be subject to termination upon written notification by either party upon ten (10) days notice.

WITNESS OUR HANDS the parties, by their representatives, set their hands to this Agreement on _____.

CITY OF SHAWNEE,
SHAWNEE, OKLAHOMA

(SEAL)

ANDREA WECKMUELLER-
BEHRINGER, CITY MANAGER

ATTEST:

LISA LASYONE, CMC, CITY CLERK

NORTH ROCK CREEK SCHOOLS
OF POTTAWATOMIE COUNTY,
STATE OF OKLAHOMA



Superintendent

ATTEST:

Clerk

Approved as to form and legality on _____.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

3. f. 3.

Meeting Date: 05/16/2022

Contract

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Agreement with Pioneer Library for library services, facilities, and maintenance.

Attachments

Library

AGREEMENT FOR LIBRARY SERVICES, FACILITIES AND MAINTENANCE 2022-2023

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Pioneer Library System (“**Pioneer**”) and the City of Shawnee (the “**City**”) to set forth all rights and obligations of the parties with respect to the Shawnee Public Library.

WITNESSETH:

WHEREAS, Pioneer is a multi-county library system organized under 65 O.S § 4-101 et seq. operating public libraries in Cleveland, McClain and Pottawatomie Counties; and

WHEREAS, Shawnee has been a member of the library system operated by Pioneer since April 5, 1976; and

WHEREAS, Shawnee is located within Pottawatomie County (the “**County**”) and the voters of the County have approved ad valorem millage authorized by Art. X, Section 10A of the Oklahoma Constitution to support library services provided by Pioneer, including the 6 mill levy approved May 13, 2008; and

WHEREAS, the City owns real property located at 101 N. Philadelphia, Shawnee, Oklahoma, upon which the Shawnee Public Library Central is located; and

WHEREAS, Pioneer has agreed to provide all services necessary to operate the Shawnee Public Library in conformance with the standards promulgated by the Oklahoma Department of Libraries at the site owned by the City (the “**Shawnee Public Library**”); and

WHEREAS, the City, consistent with its budgetary responsibilities and budgeted funds available, will include estimated appropriations within its 2022-2023 fiscal year budget for all expenses it is obligated to pay in connection with this agreement; and

WHEREAS, the parties wish to update and refine the delineation of the duties each has assumed with respect to provision of library services for the Shawnee Public Library.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and upon the conditions and under the terms stated herein, the parties agree as follows:

A. Pioneer Library System’s Obligations. Pioneer shall:

1. Provide a collection of materials and programming services at the Shawnee Public Library to meet the information and recreational reading needs of the residents of Cleveland, McClain, and Pottawatomie Counties, including, particularly, the residents of Shawnee, Oklahoma.

2. Provide local and administrative staff to plan and implement library services in accordance with standards promulgated by the Oklahoma Department of Libraries. Said staff shall be employed by Pioneer, not the City of Shawnee. Further Pioneer staff shall not be considered to be employees of the City, and employees of the City shall not be considered to be employees of Pioneer. Pioneer will, in its sole discretion, employ and hire such staff as it deems advisable for the operation of the Shawnee Public Library. All decisions regarding the supervision, compensation, promotion and discharge of such employees shall be made solely by Pioneer. Pioneer hereby agrees to waive any possible claims to any retirement benefits or deferred compensation for its employees and any other benefits available to qualified employees of the City. Pioneer shall maintain worker's compensation insurance for all of its employees working at the Shawnee Public Library in accordance with the applicable law of the State of Oklahoma.
3. Provide trained library staff to implement library services, including but not limited to, reference services, technology and training, reading guidance, library programs and administrative services.
4. Provide a collection of materials to include, but not limited to, both fiction and nonfiction and present the collection in a variety of formats to be determined by Pioneer. The collection will include materials for customers of all ages, including children, teens, and adults.
5. Provide library services to include, but not be limited to, programming determined by library floor space, staff availability and community need.
6. Provide library services to include but not be limited to, sharing of materials among Pioneer, the Shawnee Public Library, and the other branch libraries within the Pioneer Library System and libraries outside the Pioneer Library System, and regularly scheduled delivery of library materials and business communications among the Pioneer administrative and branch locations.
7. Pioneer will provide regular, continuous staff training in the areas of library automation systems, reading guidance, reference services, programming and customer service, and other library and community services.
8. Provide electronic systems for circulation and cataloging of materials and for communication among the branch libraries and administrative staff.
9. Establish hours of operation at the Shawnee Public Library in compliance with standards set by the Oklahoma Department of Libraries in consultation with the City.
10. Pioneer shall own all materials and equipment purchased by Pioneer which shall remain the property of Pioneer. Pioneer shall insure the property it owns in such amounts and on such terms as determined by Pioneer and shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. Pioneer shall provide the City with a certificate documenting that it holds personal property insurance and liability insurance as provided herein. Said documentation shall be provided to the City annually upon renewal of this agreement.

11. By December 31 of each year, Pioneer shall provide to the City a list of all building and/or property improvements Pioneer is requesting the City to make. The City may provide funding for said improvements as authorized by budgeted appropriations for said purposes.
12. Provide all technology Pioneer determines to be necessary, including internet access and computers, at no cost to the City to operate and maintain.
13. Provide to the City security monitoring service a list of all Pioneer personnel who will respond to the monitoring service's contact that security might have been breached. If Pioneer determines that it needs a security guard, Pioneer shall pay for that service and pay the costs of operating the video surveillance system at no cost to the City.
14. Make a good faith effort to minimize all operation and maintenance costs to be paid for by the City.
15. Pioneer shall provide notice to the City of any damages to the real and personal property and need for repairs. Any repairs that require immediate action such as, but not limited to, sewer backups, water leaks or roof leaks, require notice to be given to the City within twenty-four (24) hours. For those repairs not requiring immediate action, Pioneer shall provide notice to the City within fourteen (14) days. Pioneer shall have a duty to use reasonable care to discover any damage or need for repairs to the library.
16. Comply with all ordinances of the City, laws of the State of Oklahoma, and laws of the United States of America relating or pertaining in any manner to this Agreement.

B. The City of Shawnee's Obligations.

1. The City will appoint at least one member to the Pioneer Board of Trustees as provided by Oklahoma Law.
2. The City, consistent with its budgetary responsibilities and dependent upon the availability of budgeted funds, shall provide a suitable building at the Shawnee Public Library in which the library services may be provided in an appropriate, easily accessible location with sufficient paved parking adjacent to the library building, central heat and air conditioning with temperature control, electricity to meet lighting, climate control and technology needs, carpeting and appropriate hard surface flooring, public restrooms, exterior signage and lighting, furnishings and equipment appropriate to building design and library function, and related equipment for security of the facility and patrons. Access to the building will comply with State and Federal guidelines for handicapped accessibility and safety, as may be amended from time to time. The term "suitable building" as used herein shall mean a building or facility that meets current established guidelines and does not require the City to meet any new or modified requirements established subsequent to the date of this agreement.
3. The City shall be responsible for the monthly utilities and maintenance associated with the building. Maintenance and operations consist of maintaining the interior and exterior of the building, the furnishings which are owned by the City and located inside and outside of the building, the grounds

on which the building is located, and the paved parking areas. Utilities, operations and maintenance covered by this Agreement include:

- a. Telephone services including a listing in the local phone directory, but excluding long distance calls
- b. City cable by franchise agreement
- c. Electric service
- d. Lawn/landscaping service
- e. Custodial services
- f. Building maintenance (including all furniture, fixtures and equipment purchased by the City)
- g. Electronic security system and monthly monitoring
- h. Water, sewer, trash service

The City shall consult with Pioneer periodically about the scope and character of these services.

4 The land, building, and the furniture and fixtures purchased by the City shall remain the property of the City. The City shall purchase and maintain in full force and effect suitable insurance policies as follows: all-risk property insurance covering the real and personal property it owns in an amount not less than the replacement cost of the property, and on such terms as determined by the City. The City shall maintain liability insurance covering claims in amounts not less than the limits of liability for governmental entities under the Oklahoma Governmental Tort Claims Act. A schedule of such policies of insurance then in force and effect shall be provided to Pioneer annually upon contract renewal. Additionally, the City shall be responsible for its own negligence in accordance with State law, including but not limited to, the Governmental Tort Claims Act.

5. The City shall, in its complete discretion, make all decisions regarding the need for capital improvements to be made and funds for those purposes. Capital improvements are any improvements made to maintain the facility in the condition it was on the date of this agreement, normal wear and tear excepted. The City shall not be responsible for capital improvements necessitated by "Tenant Misuse". The term "Tenant Misuse" will not include ordinary wear and tear on the premises, but will mean any act that causes damages to the premises or any part thereof and that arises out of uses of the premises not permitted by the terms of this Agreement or that is caused by negligent or willful acts of Pioneer, its employees, agents, contractors, invitees, customers or users.

6 The City reserves the right to conduct non-profit events or meetings of its choosing on the premises during each year and every year of the term hereof. The City shall consult with Pioneer as to the scheduling of such events or meetings. No events to be sponsored and conducted by the City shall conflict with events scheduled by Pioneer before the City's request for use. The City's use of the premises shall be subject to the rules, regulations, hours of operation and/or policies adopted by Pioneer pertaining to the premises. The City and Pioneer may agree to additional hours of operation for events or meetings upon prior written agreement.

C. Mutual Agreement

The parties to this Agreement understand and agree that the Shawnee Public Library and all furniture, fixtures and equipment purchased by the City shall be owned exclusively by the City.

D. Use of Premises for Purpose Stated

Pioneer covenants that during the term, the premises shall be used primarily for library and educational related purposes as stated above.

E. Redecoration and Remodeling

Pioneer will have the right and privilege, subject to prior written approval of the City, to perform nonstructural redecoration and remodeling, at Pioneer's own cost, to the premises from time-to-time as it will see fit.

F. Non-Discrimination

Pioneer represents and agrees it is Pioneer's policy, and shall remain Pioneer's policy, to operate the Premises so as not to discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, national origin, age, citizenship status, veteran status, or disability, including but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

G. Assignment

Pioneer may not assign this agreement, or any portion thereof, or any part of Pioneer's rights hereunder without prior written approval by the City. No additional tenants will be allowed without modification to this Agreement.

H. Destruction of Premises

In the event the premises should be partially destroyed (less than twenty percent (20%) as a result of fire or other casualty, regardless of the cause, then the City will, at its sole cost and expense, promptly, and in any event within thirty (30) days after receipt of insurance proceeds, or within such longer period of time as may be necessary for the City to comply with public competitive bidding laws, commence to build or replace the same in as good condition as prior to such casualty or, if the City is unable to commence such rebuilding or replacement within thirty (30) days then as promptly thereafter as possible. In the event the premises should be substantially (twenty percent (20%) or more) destroyed as a result of fire or other casualty, regardless of the cause, or should it be untenable and unfit for occupancy at any time during the Term of this Agreement, then, the City, subject to availability of

sufficient insurance proceeds for such purposes, may, in its complete discretion, build, rebuild or replace the premises.

I. Force Majeure

Failure in performance by either party hereunder shall not be deemed a default or breach hereunder and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein when such failure or non-occurrence is due to war, insurrection; strikes; lock outs; riots; floods; earthquakes; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather or any other causes beyond control, and without the fault, of the party claiming an extension of time to perform.

J. Term

The term of this agreement shall be July 1, 2022, through June 30, 2023, and shall be renewable annually upon the written consent of both parties.

K. Termination for Default

This agreement may be terminated by either party upon sixty (60) days prior written notice should either party fail substantially to perform in accordance with the agreement terms through no fault of the party initiating the termination after due notice and thirty (30) days within which to correct the fault.

L. Termination

This Agreement may be terminated with or without cause upon giving 180 days written notice to the other party.

M. Redelivery of Premises

Pioneer will, at the termination of this Agreement, or any extension thereof, peacefully quit, surrender and deliver up to the City, its successors or assigns, the premises in good condition, with the exception of usual wear and tear.

N. Whole Agreement and Amendments

This written Agreement between the City and Pioneer constitutes the entire understanding between the parties and no other documents or oral discussions shall modify this written Agreement. Should it become the desire of both parties to amend this Agreement, such agreement shall be in writing and must be signed by both parties in order to have legal effect.

O. Entire Agreement

It is intended by the parties that this Agreement will supersede, nullify and void any previous agreements, contracts and supplements thereto between the parties herein or their predecessors and interests.

P. Non-Waiver

The failure of either party, at any time or times hereafter, to require strict performance by the other party of any provision of the Agreement will not constitute a waiver or affect or diminish any right of any party thereafter to demand strict compliance and performance of the Agreement. Any suspension or waiver by the party of a default of any condition under this Agreement will not suspend, constitute a waiver or affect any other default by the other party.

Q. Severability

If any one or more of the covenants, agreements or provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, agreements and provisions shall in no way affect the validity or effectiveness of the remainder of this Agreement and this Agreement shall continue in force to the fullest extent permitted by law.

R. Notices

For the purpose of notice given under this Agreement, the parties may be notified as follows:

City: City of Shawnee
Attention: Andrea Weckmueller-Behringer, City Manager
16 W. 9th St.
Shawnee, OK 74801
Telephone: (405) 878-1601
Facsimile: (405) 214-4249
Email: Andrea.Weckmueller-Behringer@shawneeok.org

Pioneer: Pioneer Library System
Attention: Lisa Wells, Executive Director
300 Norman Center Court
Norman, OK 73072
Telephone: (405) 801-4500
Facsimile: (405) 801-4516
Email: lwells@pioneerlibrarysystem.org

This Agreement reflects all terms of the agreement between the parties. It may not be amended or modified in any way except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, Pioneer Library System and the City of Shawnee have executed and entered into this Agreement as of the day and year first written above.

ATTEST:

CITY CLERK

CITY OF SHAWNEE:

MAYOR

PIONEER LIBRARY SYSTEM

CHAIR, BOARD OF TRUSTEES

ATTEST:

CORPORATE SECRETARY

REVIEWED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Regular Board of Commissioners

5.

Meeting Date: 05/16/2022

Proclamations

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Proclamations:

"Avedis Foundation Health Week"

May 21-27, 2022

Attachments

Avedis Foundation Week



Proclamation

“Avedis Foundation Health Week”

Whereas, the week of May 21-27, 2022, is Avedis Foundation Health Week which celebrates healthy fun and fitness activities for the whole family throughout our community; and

Whereas, the Avedis Foundation and its Healthweek partners, Shawnee Parks & Recreation, Blue Zones Project, SSM Health, Shawnee YMCA, Gateway to Prevention, and Shawnee Youth Coalition are committed to improving the health, wellness, and quality of life for the people of Shawnee, Pottawatomie County, and its surrounding communities; and

Whereas, our actions, including good nutrition and physical activity, impact the health and well-being of our families, friends, and neighbors; and

Whereas, mental health is essential to everyone’s overall health and well-being; and

Whereas, eating more balanced meals and snacks can positively impact health outcomes for kids and their families; and

Whereas, physical activity results in significant health benefits and improved quality of life for people of all ages; and

Whereas, dedicating a week to wellness inspires lifelong patterns of healthy living and improves the quality life in our community; and

Whereas, the City of Shawnee encourages everyone who lives, works, and plays in Shawnee to participate in family-friendly activities through this city-wide celebration of health and wellness of its community members.

Now, therefore I, Ed Bolt, Mayor of the City of Shawnee, Oklahoma by the authority vested in me, do hereby proclaim May 21 – 27, 2022, to be

“Avedis Foundation Health Week”

In the City of Shawnee, Oklahoma
Dated this 21st day of May, 2022

Ed Bolt, Mayor

Lisa Lasyone, CMC, City Clerk

Regular Board of Commissioners

6.

Meeting Date: 05/16/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

Presentation

Interactivity Guide



City Manager's Office

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

Date: May 12, 2022
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Fiscal Year 2022-2023 Budget Draft

Background: The proposed Fiscal Year 2022-2023 Budget is presented in accordance with the City of Shawnee Municipal Code, Section 2-96, and in compliance with Title 11 of the Oklahoma Statutes, Chapter 1, Section 17. The City of Shawnee and its trusts operate under an annual budget, which is prepared by fund and department and adopted at the fund level.

For the upcoming fiscal year, which spans July 1, 2022 through June 30, 2023, the City Manager's Office, Department Managers, and the Finance Department have prepared a draft budget that encompasses \$101,814,741 in anticipated revenues (\$113,595,178 inclusive of the fund balance) and \$100,727,692 in proposed expenditures. The interactive online Budget Book is available for review at <https://stories.opengov.com/shawneeok/published/82vLZCw50> and can also be accessed from the City's website: <https://www.shawneeok.org/government/departments/finance/>

The Fiscal Year 2022-2023 Budget continues the path set by the two preceding years. Revenues were again estimated conservatively and represent a one and one-half (1.5) percent increase over the Fiscal Year 2021-2022 Budget. This modest growth embodies the average in actual tax receipts for the most recent three years. Revenue projections for other funds are also based on the analysis of historical data.

It is of particular importance to note that the Fiscal Year 2022-2023 Budget was developed in close collaboration with each City department as well as guided by the "Budgeting and Financial Planning Policies", which were adopted by the City Commission on March 7, 2022. These policies specifically set the following framework:

- The City will not borrow from any external source to fund ongoing operations.
- Excess Fund Balances should not be used to support ongoing operations but may be budgeted to fund one-time expenditures.
- Each City fund should include a Contingency Reserve of no less than two (2.0) percent of the fund's budgeted expenditures for operations.
- Specifically, the General Fund must maintain Operating Reserves at the beginning of each fiscal year in the amount of no less than fourteen (14.0) percent and no more than twenty (20.0) percent of the total General Fund budget. Other funds that also support personnel or operating expenditures must maintain operating reserves at a target level of five (5.0) to twenty (20.0) percent of the total budgeted expenditures.

Maintaining the required operating reserves and, for the first time, implementing contingency reserves, has resulted in a position-neutral budget which is accompanied by the highest priority capital improvements:

- The City is holding steady at 281 full-time equivalent positions, which account for 75 percent of the General Fund, as well as 18 percent of the Shawnee Municipal Authority and 28 percent of the Shawnee Airport Authority funding.
Multiple new position requests from various departments had been received.
One position request was granted in exchange for the elimination of a reorganized position. All other requests are on hold until a source of new funding can be secured.
- Accounting for a combined total of \$45 million, the majority of top priority capital requests from each one of the City departments have been accommodated within the Fiscal Year (FY) 2022-2023 Budget, including the following planned improvements, some of which have already begun*:
 - Water and wastewater treatment plant updates* (will continue through 2023-2024)
 - Water and wastewater line replacements (ARPA funding)
 - Kid’s Space Park and Woodland Veterans Park reconstruction*
 - Roadway panel replacements and overlays (may continue into FY 2023-2024)
 - Kickapoo Avenue widening*
 - Main Street Bridge replacement (may continue into FY 2023-2024)
 - Highland Street*, Kickapoo Avenue, and MacArthur Street sidewalks
 - Twin Lakes dam repair*
 - 45th Street Phase 1 design and right-of-way*
 - New animal shelter
 - Replacement vehicles for fire, police, and public works
 - Public safety gear replacements
 - Boat dock for Twin Lakes patrol
 - Park lighting improvements
 - Information Technology upgrades and routine equipment replacement
 - Additional outdoor warning siren, emergency lighting tower, and misting tent
 - Drone, survey device, and traffic data collection equipment
 - Agenda preparation software
 - Furniture for a new internal training center

Noteworthy is the fact that the remaining capital needs have already been prioritized and are ready to be pulled into the 2022-2023 Budget if tax receipts are higher than projected. However, even potentially higher sales tax and use tax receipts will still have to be supplemented by other revenue sources in order to satisfy the more than \$100 million in additional capital needs that City staff has identified during the budget process.
- Lastly, the Fiscal Year 2022-2023 Budget also includes several proposed consultant service agreements for those tasks where City staff is looking to retain specific subject matter experts:
 - Unified Development Code (second year implementation)
 - Twin Lakes Master Plan and Phase 2 of the Twin Lakes Survey
 - Public Relations and Community Engagement

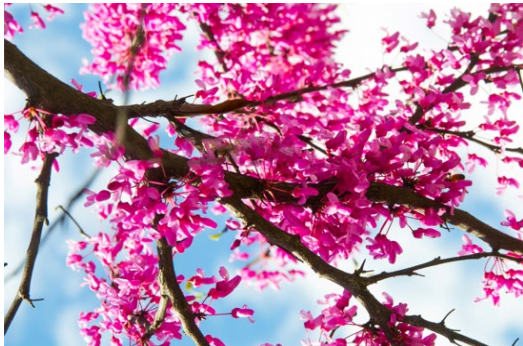
Overall, the Fiscal Year 2022-2023 budget for the City of Shawnee presents an optimal outline of the revenues and expenditures for maintenance and operations activities as well as capital improvement projects associated with the City's delivery of core municipal services to its Citizens.

At the June 6, 2022 City Commission meeting, City staff will provide an in-depth walk-through of the proposed budget. Immediately following that presentation will be the formal public hearing, which will allow the City of Shawnee to receive valuable public input from its citizens.

Financial Impact: None at this time.

Attachment: Fiscal Year 2022-2023 Budget Draft Presentation and OpenGov Guide

Staff Recommendation: For information only.



Fiscal Year 2022-2023 Budget Draft

Andrea Weckmueller-Behringer
City Manager
May 16, 2022

Municipal Funding



- Municipal Code & State Statute
- **Annual Budget**
 - Funds lapse at the end of the fiscal year
- Capital funds may be rolled over
- Budget adoption by fund and department

Budgeting and Financial Planning Policies

Adopted by City Commission March 7, 2022

- No funding from external sources may be borrowed for ongoing operations
- Excess fund balances can only be for one-time expenditures, NOT operations
- > 2% contingency reserve of budgeted expenditures must be included for each operating fund
- General Fund must maintain operating reserves at the beginning of each fiscal year > 14% and < 20% of the total General Fund budget
- Other funds - if supporting personnel or operations - must maintain operating reserves of > 5% and < 20% of total budgeted fund expenditures

Budget Development



Need Identification

- Joint analysis of department's budget proposal
- Line-by-line review of current year actuals vs. budget
- Include core capital needs
- Other improvements by order of priority

Revenue Projection

- Review of -
 - Current performance
 - Historical receipts
 - Previous year average
 - Availability constraints or new legislation
- Conservative estimation

Expenditures vs. Revenues

- Current operations and capital needs for core functionality come FIRST
- Weighing of position requests against recurring revenues
- Include additional capital by priority

Types of Revenue



Recurring

- Sales Tax
- Use Tax
- Service Charges
- Licenses & Permits
- Rental
- Interest

Periodic

- Half-cent Sales Tax
- Tax Increment Financing
- Community Development Block Grant (CDBG)

One-Time

- Fund Balances
- ARPA
- Loans (OWRB)
- Other Grants
- Donations

Revenues & Transfers - OS 11-17-206 C.

“Included in the budget of revenues or expenditures for any fund may be amounts transferred from or to another fund.

Any such **interfund transfer** must be shown as a disbursement from the one fund and as a receipt to the other fund.”

Example			
City of Shawnee - Sales Tax Collection			
	Revenue	Expense	
Sales Tax from OK Tax Commission	Police Sales Tax Fund		
	Receipted from OTC	\$ 422,000	\$ -
	Transfer-out to General Fund	\$ -	\$ 422,000
	Subtotal	\$ 422,000	\$ 422,000
GF receipt of transfer from PSTF	General Fund		
	Transfer-in from Police Sales Tax Fund	\$ 422,000	\$ -
	Police Department Expenditures	\$ -	\$ 422,000
	Subtotal	\$ 422,000	\$ 422,000
	Total as Budgeted	\$ 844,000	\$ 844,000
	Actual Cash Total	\$ 422,000	\$ 422,000

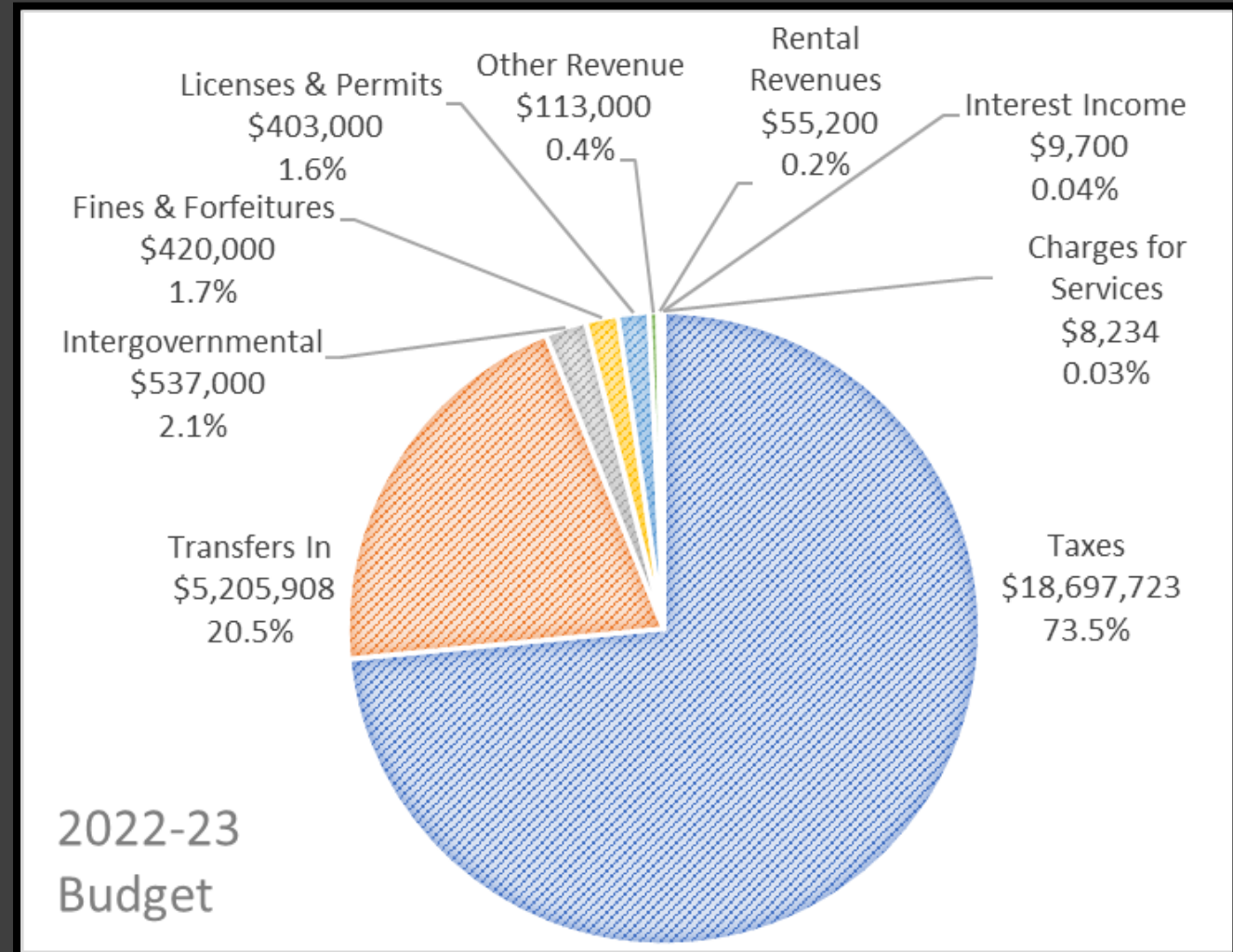
PSTF transfers full amount to GF

GF spends funds as needed

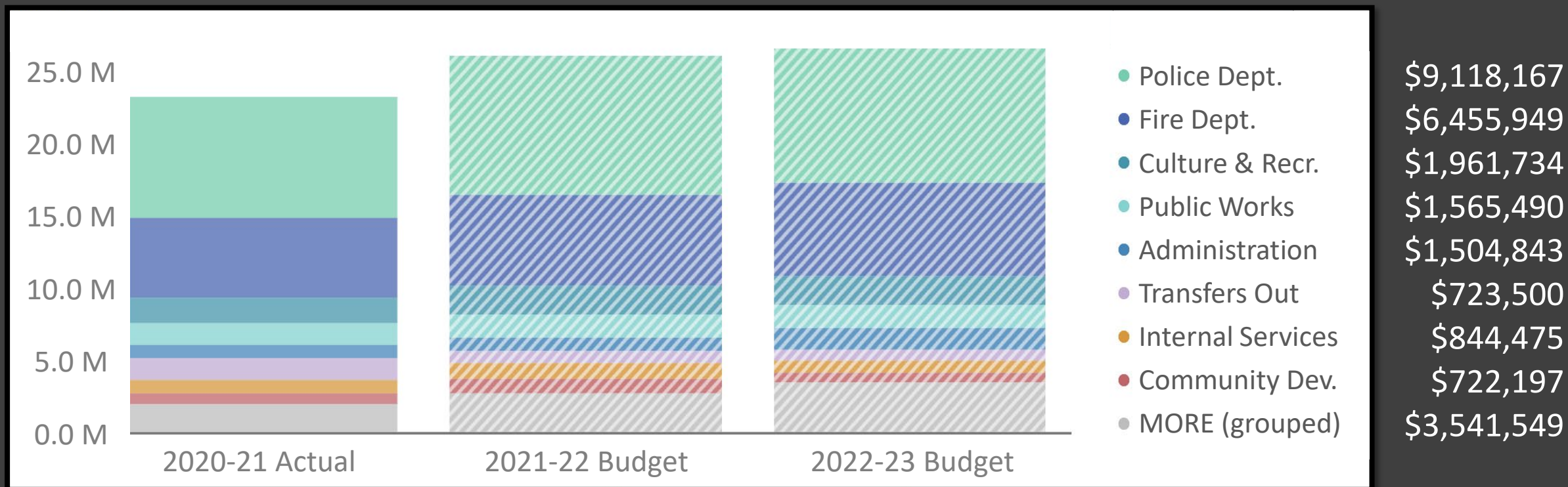
General Fund Overview

FY 2022-2023 Totals

- Revenue \$30,138,968
- Expenditures \$26,437,905 including \$501,948 in **Contingency Reserves**
- Remaining **Fund Balance** \$3,701,063 = **14%**



Top Expenditures by Department



Additional Funds

**Not associated with the Shawnee Municipal Authority
or Shawnee Airport Authority**

- Street & Alley Fund
- Economic Development Fund
- Hotel/Motel Surcharge Fund
- Capital Improvement Fund
- Street Improvement Fund
- E-911 Fund
- Spay/Neuter Fund
- Police Sales Tax
- Fire Sales Tax
- Tax Increment Financing Fund
- American Rescue Plan (ARPA) Fund
- Workers Comp.
- CDBG
- CDBG-CV
- ESG
- 2018 Capital Sales Tax
- Cemetery Perpetual Care
- Aquatic Fund
- Library Fund
- Sister Cities Fund

Review our online Budget Book at

<https://stories.opengov.com/shawneeok/published/82vLZCw50>

**Included in the Agenda Package is a guide
that shows how to navigate OpenGov**

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

This year, the City of Shawnee is again using OpenGov, which allows for an interactive experience with the City's budget, offering review by fund, by department, and by division, as well as a summary overview. Included in this guide is helpful information on how to navigate Shawnee's online budget book most easily.

It is important to note that OpenGov works best with Google Chrome.

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

<https://stories.opengov.com/shawneeok/published/82vLZCw50>

The online Budget Book opens to the Table of Contents. This page contains all of the links to look at the budget - in summary, by fund, or by division. Simply click on the desired hyperlink and the information will populate in a new window. Also included are links to information on the City Commission as well as the City Manager's budget message.

City of Shawnee Proposed Budget Fiscal Year 2022 - 2023 		
Introduction City Vision and Mission City Commission City Manager's Message Budget Summary Part 1 Budget Summary Part 2	Budget by Department/Division City Manager City Manager City Attorney Tourism Finance Finance Information Technology Information Technology City Clerk Municipal Court City Clerk Utility Billing Human Resources Human Resources Community Development Planning CDBG Administration Police Police Administration Police Patrol Criminal Investigations Division Animal Welfare Dispatch Emergency Management Fire Fire Administration Fire Suppression Fire Training Engineering Engineering	Budget by Department/Division continued Public Works Streets Traffic Control Parks Cemetery Pool Municipal Auditorium Community Center Senior Center Library Utility Administration Lake Operations Water Production Water Distribution North Sewer Treatment Plant South Sewer Treatment Plant Sewer Collection Building Maintenance Airport Airport Non-Departmental Expo Operations Debt Service Transfers Out Economic Development Sister Cities Workers' Compensation

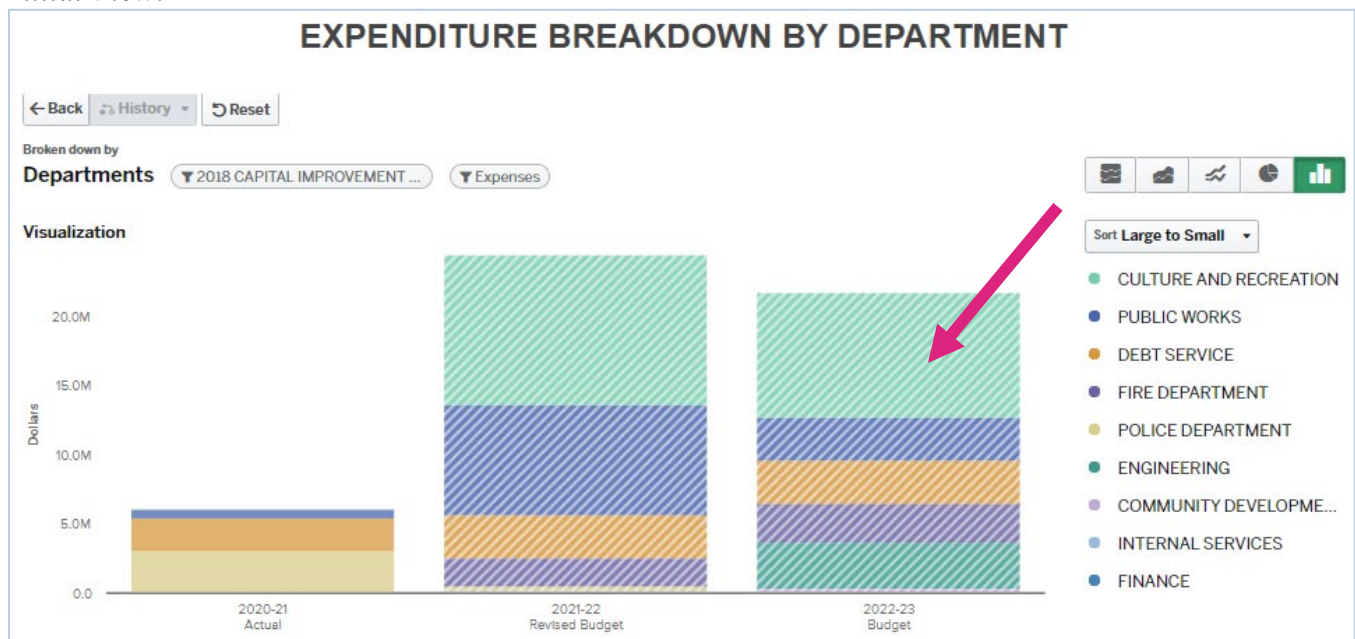
OpenGov comes with many features and additional hyperlinks are contained within the various Fund and Division pages.

In general, Fund pages show all Divisions that receive associated revenues:

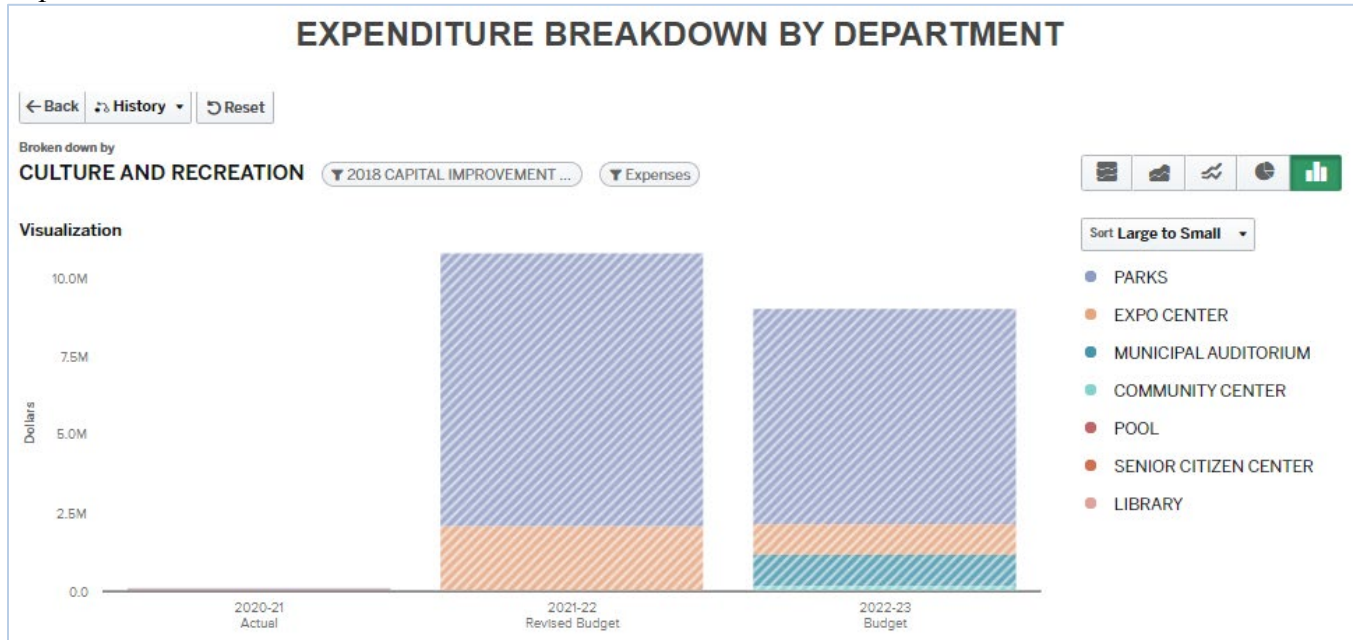


Within each page, certain graphs are dynamic and can be used to drill-down to more detailed information. For example, the 2018 Capital Improvement Fund “Expenditure Breakdown by Department” allows for the review of certain divisions, which is done by clicking on the portion of the graph which is of interest.

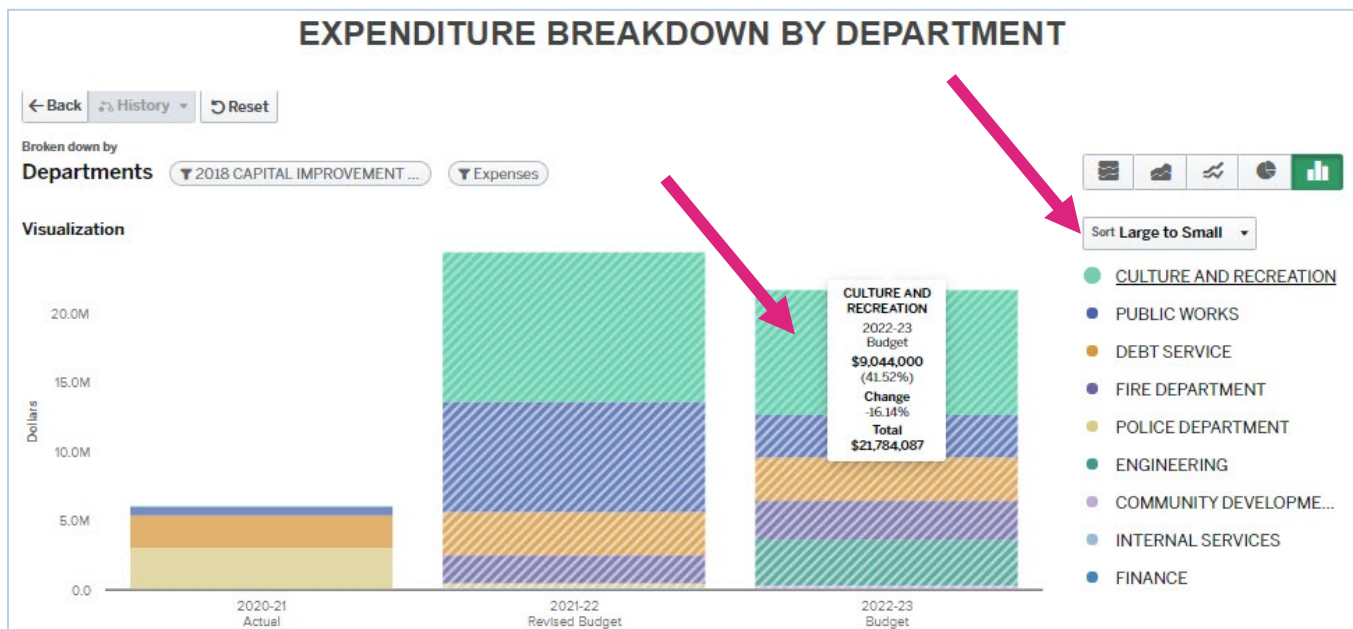
Initial View:



Department Level:



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

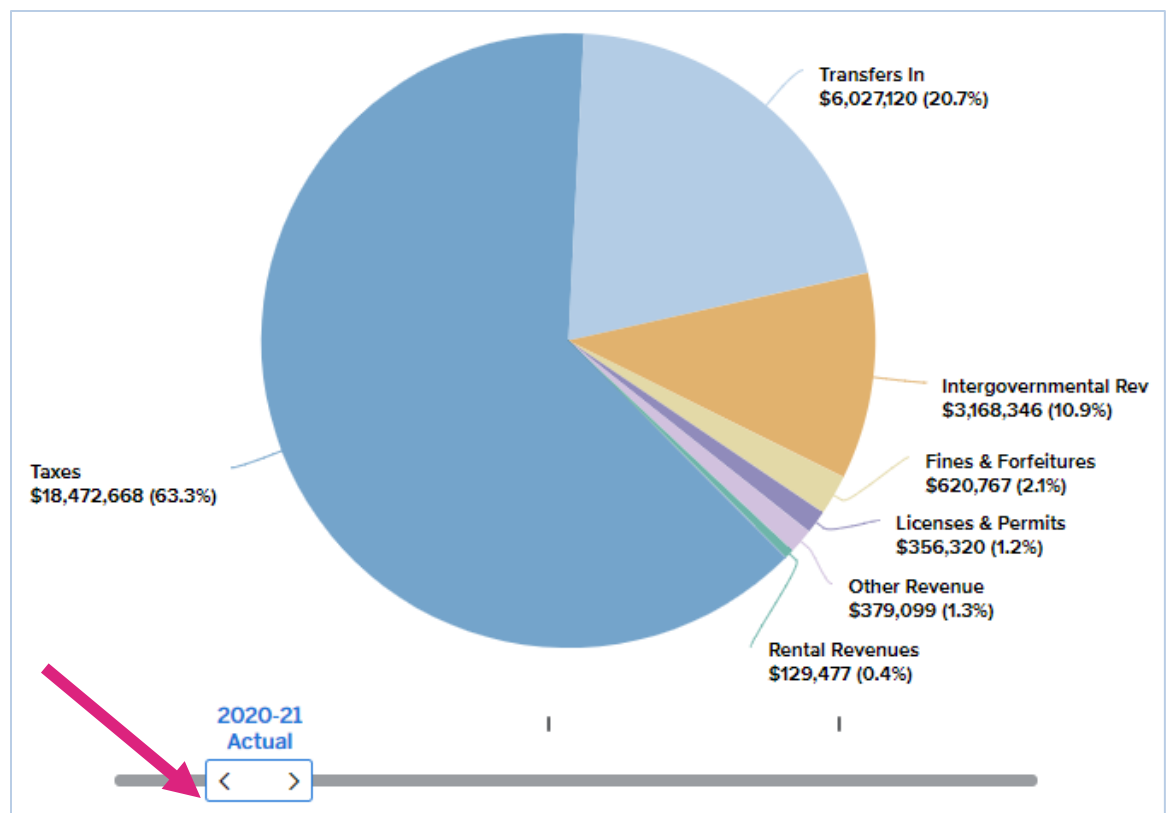
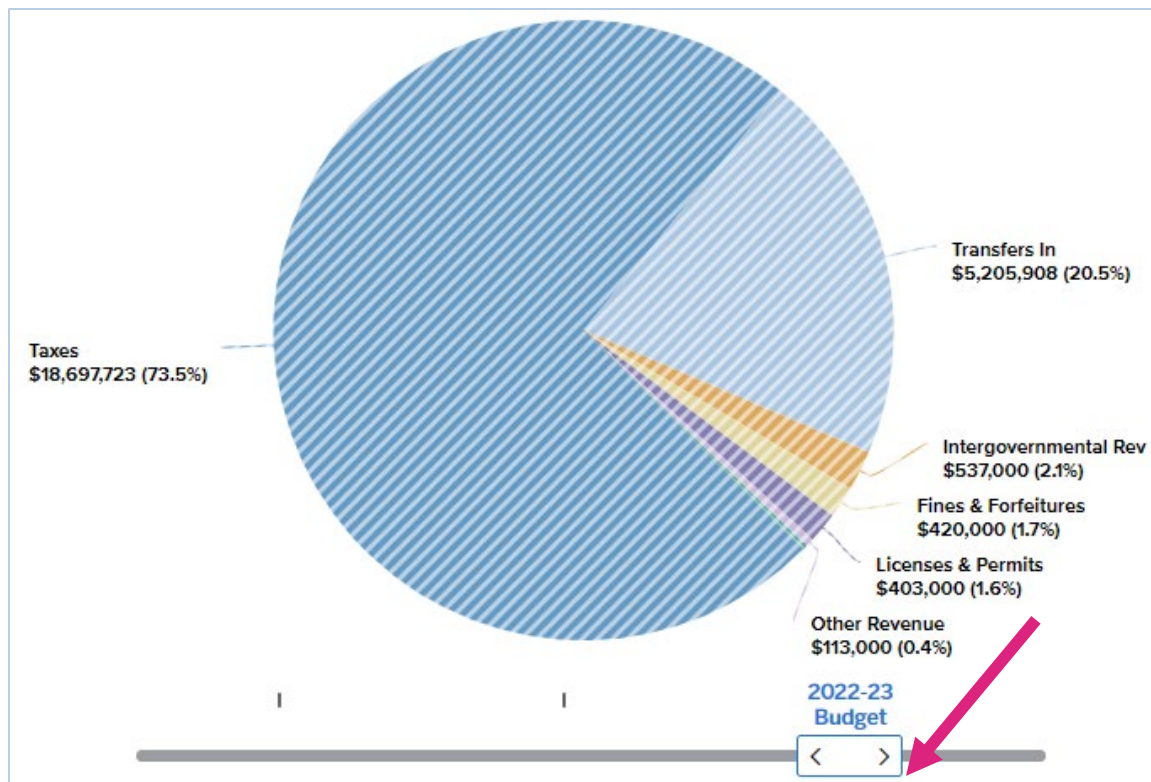


The graphs may also be sorted four different ways:

- A to Z
- Chart of Accounts
- Smallest to Largest
- Largest to Smallest

To use this feature, simply use the “Sort” dropdown on the top right-hand corner of the graph.

Additional functionality is provided within the pie charts that have a slider bar. This slider can be set to a prior year for comparison purposes.



Thank you so much for interest in the Fiscal Year 2022-2023 Budget for the City of Shawnee, Oklahoma.

Regular Board of Commissioners

7.

Meeting Date: 05/16/2022

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

Agreement



Finance

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

Date: May 12, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Occupancy Surcharge – Oklahoma Tax Commission – Addendum to the Agreement for Administration of the Sales Tax Resolution for the City of Shawnee

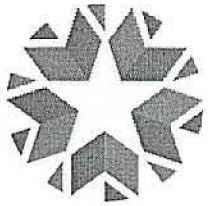
Background: On March 7, 2022, the Commission approved a resolution to authorize the City Manager, in coordination with the Oklahoma Tax Commission, to prepare an agreement providing for the Oklahoma Tax Commission (OTC) to serve as the collection agent of the City of Shawnee occupancy surcharge.

On May 2, 2022, the City Manager and OTC prepared the agreement prescribed by the approved resolution. The agreement prepared is an Addendum to the existing agreement the City has with the OTC for administration of its sales and use taxes. The Addendum states that the OTC will administer and enforce the City's occupancy surcharge ordinances in the same manner and according to the same terms set in the existing agreement for the administration of the City's sales and use tax ordinances. By the terms of the existing agreement, the OTC retains half of one percent (0.5%) of collections as a retention fee for services rendered in connection with such collections. Additionally, the Addendum states that collections services will be in effect beginning July 1, 2022 and will renew without action, and that either party may terminate the Addendum for any reason upon 30 days written notice.

Financial Impact: Oklahoma Tax Commission retains half of one percent (0.5%) of lodging tax collections, which is an estimated cost of \$4,500 per year.

Attachment: Addendum to the Agreement for Administration of the Sales Tax Resolution for the City of Shawnee.

Staff Recommendation: Approval of the item.



OKLAHOMA Tax Commission

City of Shawnee

Attn: Clerk
PO Box 1448
Shawnee, OK 74802-1448

MAY 2, 2022

Enclosed please find the agreements for collecting your new Lodging tax rate of 5 %, effective July 1, 2022.

We are enclosing an original copy of the Agreement for Administration of the Sales and Use Tax Ordinances. Please complete all blanks on pages of the agreement and have the proper officials' sign on the lines designated. Also, affix the corporate seal. The date on page 1 will be the date you sign it. If your city does not have a legal department, please leave that area blank.

Upon completion, please return this copy of the Agreement to this Division, for acceptance and approval by the Tax Commission. One fully executed copy of the Agreement will be returned to you for your files. Please mail to:

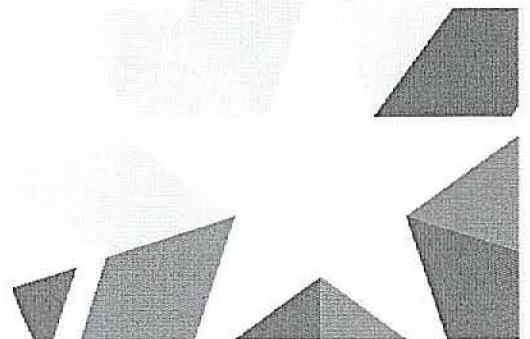
Oklahoma Tax Commission
Attn: Dave Francis, BTS
PO Box 269060
Oklahoma City, Ok 73126-9060

We request that you give these matters your immediate attention. If you have any questions, please feel free to contact this office at the address below or at (405) 522-6600.

Your new rate is scheduled, any delay in this agreement being completed will not delay your rate from going in to effect July 1st.

Sincerely,

David Francis
Manager: City/County Services
(405) 522-6600
dfrancis@tax.ok.gov



ADDENDUM TO THE AGREEMENT FOR
ADMINISTRATION OF THE SALES TAX RESOLUTION
FOR THE CITY/TOWN OF
SHAWNEE

THIS ADDENDUM is entered into this day of _____, 20____.
Pursuant to the provisions of sections 3702.1 et seq. of the Oklahoma Statutes, between
the Oklahoma Tax Commission and the city/town of Shawnee,
Oklahoma, for the administration of Resolution/Ordinance No. _____,
therein referred to as "Resolution" levying a lodging tax of five percent
(5 %) upon sales of lodging within the city/town.

1. This Addendum is based upon the Resolution, a certified copy of which is attached hereto and made a part hereof. The City/town may at any time and from time to time, amend or repeal the Resolution and, to the extent that the city/town amends or repeals the Resolution, the city/town shall promptly provide the Commission with a certified copy of the resolution effecting such amendment or such repeal.
2. The Commission shall administer and enforce the Resolution in the same manner and according to the same terms set forth in the Agreement for the Administration of the Sales and Use Tax Ordinances for the City/County.
3. It is recognized and acknowledged that: (a) the Resolution levies a city/town lodging tax upon all sales of lodging within the city/town which are subject to state sales tax ; (b) any sale of lodging exempt from the state sales tax is exempt from the city/town sales, unless otherwise provided by the Oklahoma Sales Tax Code, Sections 1370 et seq. of the Oklahoma Statutes.
4. This addendum shall be in effect beginning July 1, 2022, and shall renew without action of the parties in accordance with the Agreement for the Administration of the Sales and Use Taxes of the city/town provided that the current rate has not changed and neither party has given written notice to the other of its intent to terminate this Addendum prior to the expiration of the then current term, Either party may terminate this Addendum for any reason upon thirty (30) days written notice of its intent to terminate the other party

IN WITNESS WHEREOF, the parties have set their hands and affixed their official seals
the day and year first above written.

THE MUNICIPALITY OF

OKLAHOMA TAX COMMISSION

A Municipal Corporation

Mayor

Shelly L. Paulk
Shelly L. Paulk, Chairman

Mark A. Wood
Mark A. Wood, Vice-Chairman

ATTEST: (CITY SEAL)

Municipal Clerk

Charles T. Prater
Charles T. Prater, Secretary

ATTEST: (STATE SEAL)

Assistant Secretary – OTC

APPROVED BY THE CITY OF _____ LEGAL DEPARTMENT

BY _____ DATE _____

City Attorney

Regular Board of Commissioners

8.

Meeting Date: 05/16/2022

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 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.

Attachments

Memo

Ordinance



Office of Engineering

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

Date: May 12, 2022

To: City Commission

From: Seth Barkhimer, City Engineer

Subject: Amending Chapter 5 of the Code of Ordinances of the City of Shawnee

Background: Chapter 5 of the City of Shawnee Municipal Code encompasses animals. Specifically, the Keeping Fowl ordinance is what governs the urban chicken permit. The current code designates the City Planning Department as responsible party and has a fee outlined within the ordinance.

To provide flexibility for City operations; and current staff assignment, staff is requesting an amendment to the City of Shawnee Municipal Code, which will replace the Planning Department with the Permitting Office, and place the appropriate fee 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 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.

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

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for, and protect the public health, safety, and welfare of the City of Shawnee, Oklahoma;

WHEREAS, it is the intent of the City Commission in enacting this ordinance, to provide for the municipal regulation of keeping fowl and chickens for personal use within city limits.

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

SECTION 1: Chapter 5, “Animals”, Section 5-7, “Keeping Fowl” shall be amended to read:

Section 5-7. – Keeping Fowl

a) Definitions

- (1) A *chicken coop* is a small structure or enclosure where chickens nest, roost or perch and may include feeding and watering devices.
- (2) A *chicken run* is an enclosed area physically connected to the coop where chickens are able to walk or run about which may include feeding and watering devices.
- (3) A *nuisance* is an animal that:
 - i. Damages the property of anyone other than its owner, including, but not limited to scratches or digs about any flower bed, garden, tilled soil, vines, shrubbery, or small plants and in so doing injures them;
 - ii. Habitually prowls around, on, or over any premises not the property of its owner to the frequent annoyance of the owner or occupant of those premises;
 - iii. Overturns any garbage can or other container of waste products, or scatters the contents of the same;
 - iv. Chases or kills any domesticated animals or domesticated birds;
 - v. Annoys or disturbs any person by loud and frequent barking, howling, yelping, or causes noise in an excessive, continuous or untimely fashion/manner so as to interfere with the reasonable use and enjoyment of neighboring private premises;
 - vi. An animal that habitually or repeatedly chases, snaps at, or barks at pedestrians, joggers, dogs walked by owners, bicycles or vehicles;
 - vii. Disturbs the rights of, threatens the safety of or injures a member of the general public or interferes with the ordinary use and enjoyment of his property.

b) Acceptable Residential Use: Zoning Designations; Coop and Run Requirements; Property Conditions

- (1) Poultry may be kept for personal use within city limits in the following designated residential zones:
 - i. residential use (RE (Residential Estates District);
 - ii. R-1 (Single-Family Residential District);
 - iii. R-2 (Medium Density Residential District);
 - iv. R-3 (Multi-Family Residential District); and
 - v. TN (Townhouse Development District)

(2) Lawful poultry possession in the residential areas shall not exceed six (6) chickens;

(3) Lawful poultry possession in residential districts must be kept under the following conditions:

- i. The fowl must be kept in a building which at its nearest point is no closer than twenty-five (25) feet to any dwelling other than the owner's;
- ii. The floors of such building shall be of easily-cleanable construction, and shall be maintained in a sanitary condition not offensive or dangerous to the public health by routinely cleaning and properly disposing of the droppings; and
- iii. The outside openings of the building shall be screened to prevent the spread of disease by flies and vermin.
- iv. The owner or occupant of the land upon which such animals are kept and maintained erects and maintains a suitable barrier sufficient to ensure compliance with the above distance requirements.
- v. Such chickens or laying hens are maintained on land upon which the owner or occupant resides;
- vi. Roosters are not allowed;
- vii. The chickens are kept within a designated chicken coop and chicken run, unless supervised as described below;
- viii. The chicken coop and chicken run shall be located in the rear or backyard of a residential property. No part of the coop or run shall be located in the side or front yard;
- ix. The chicken coop and chicken run shall be attached and shall be located no closer than five (5) feet from any side or rear property lines and no closer than twenty-five (25) feet from any dwelling unit other than the owners. Movable chicken enclosures are permitted as long as they meet the setbacks as indicated in this paragraph;
- x. The minimum size for a chicken coop shall be four (4) square feet per animal and the chicken run shall be eight (8) square feet per animal;
- xi. During daylight hours, the chickens shall have access to a chicken run and a chicken coop;
- xii. From dusk until dawn, chickens shall be kept within the chicken coop as protection from predators;
- xiii. Chicken coops shall be predator resistant and any open walls or windows shall be designed to prevent access by predators;
- xiv. Chicken runs shall be adequately fenced and protected from predators;
- xv. The outside openings of any enclosure shall be screened to prevent the spread of disease by flies and vermin;
- xvi. Water shall be provided onsite and accessible to chickens at all times;
- xvii. Chickens are permitted to be outside of a run or coop during daylight hours but must be supervised and contained inside a fenced yard at all times; chickens that stray outside the fenced yard may be regarded as nuisance animals;
- xviii. All chicken enclosures shall be cleaned regularly to prevent an accumulation of food, fecal matter, or nesting material from creating a nuisance or unsanitary condition due to odor, vermin, debris, or decay.
- xix. Outdoor slaughter of chickens is prohibited.
- xx. Except as otherwise provided, no person shall keep and maintain, or allow to be maintained any exotic or native wildlife or dangerous or poisonous reptiles.

c) Permitting

(1) The fee to obtain a permit is set by the City Fee Schedule. Applicants will need to bring a government issued identification such as a driver's license or passport, a City of Shawnee utility bill for the property, and the permit fee to the Permitting Office. Said fee shall be set in a schedule adopted by resolution of the city commission.

(2) Permits shall be issued per individual property owner. If permit holder relocates, a new permit will be required for the new property. A tenant must have permission from the property owner in writing to apply for a permit.

- (3) Permits issued may be revoked upon the recommendation of Animal Control. Any person aggrieved by the action of the Animal Control in revoking a permit shall, upon written request within ten (10) business days after the notice of revocation, have the right to appeal to the City Manager.

d) Compliance with Homeowner's Association (HOA) Restrictive Covenants

- (1) ***Existing Restrictive Covenants.*** The regulations for acceptable possession and use of urban fowl as provided for in this Section are not intended to supersede, commandeer, or nullify existing Homeowner's Association Restrictive Covenants regulating the same.
- (2) ***Future Restrictive Covenants for New Construction.*** Future Homeowner's Associations and Restrictive Covenants covering new construction subdivisions may implement regulations that are more restrictive than those provided for in this Section.
- (3) ***Future Restrictive Covenants for Existing Construction.*** Future Homeowner's Associations and newly created, or amended, Restrictive Covenants covering existing homes and subdivisions may not implement regulations that are more restrictive than those provided for in this Section.

e) Exceptions. Persons excepted from this ordinance shall be:

- (1) Duly authorized and licensed circuses or educational institutions;
- (2) Agents or employees properly authorized by an educational institution to keep and maintain that institution's animals in connection with any lawful experimental or research program;
- (3) Zoological gardens;
- (4) Zoos which are supervised and publicly maintained;
- (5) Falconry facilities that have a current license issued by the U.S. Department of the Interior, by the U.S. Fish and Wildlife Service, or a license issued by the Oklahoma Department of Wildlife Conservation under the rules adopted in 50 CFR 21 of the federal regulations.

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

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

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

PASSED AND APPROVED this ____ day of _____, 2012

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN
CITY ATTORNEY

Regular Board of Commissioners

9.

Meeting Date: 05/16/2022

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 relating to Chapter 5 – “Animals” of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. _____

A RESOLUTION 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.

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 recognize the need of the reasonable and lawful fee as it directly ties to the regulation and enforcement of the Ordinance;

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

Section 1. That the permit for keeping fowl and chickens, as defined in Ordinance No. _____, and codified in Chapter 5 “Animals”, Section 5-7 “Keeping Fowl” of the City Code of Shawnee, Oklahoma is set as Fifteen Dollars (\$15.00) per permit.

Section 2. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”), and the updated City Fee Schedule in whole (Exhibit “B”). This Resolution updates and amends City Fee Schedule only to the extent as described above. All other existing fees, fines, bonds, and insurance amounts described in the City Fee Schedule, not expressly updated herein, shall remain the same, and are otherwise re-adopted, for full force and effect, in the Code of the City of Shawnee.

PASSED AND APPROVED this ____ day of May, 2022.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CITY CLERK

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
CHAPTER 5: ANIMALS						
Part II Chapter 5 Art I Sec 5-1	Animals	Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-2 (e)	Animals	Cruelty: Maximum Fine		\$500		
Part II Chapter 5 Art I Sec 5-3 (g)	Animals	Vicious Animals: Maximum Fine		\$200		

Part II Chapter 5 Art I Sec 5-5 (2)	Animals	Keeping porcine, goats, sheep, or hoofed animals other than bovines or equines. Goat, sheep, or hoofed animal --Permit Fee	\$10			
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Exhibit 'A'

		Keeping porcine, goats, sheep, or hoofed animals other an bovines or equines.				
Part II Chapter 5 Art I Sec 5-5 (3)	Animals	Porcine--Permit Fee	\$10			
Part II Chapter 5 Art I Sec 5-7(c)(1)	Animals	Keeping Fowl: Permiting	\$15			
		Abandoning animals in public or private place:				
Part II Chapter 5 Art I Sec 5-17	Animals	Fine upon conviction		\$200		
		Use of traps:				
Part II Chapter 5 Art I Sec 5-18	Animals	Fine		\$100		

Exhibit 'A'

		Animal a nuisance:				
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Bond			\$500	
		Animal a nuisance:				
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Fine		\$200		
		Impoundment:				
Part II Chapter 5 Art II Sec 5-50	Animals	Initial Seizure and Impoundment Fee		\$30		
		Impoundment:				
Part II Chapter 5 Art II Sec 5-50	Animals	Per Day Seizure and Impoundment Fee		\$10		
		Impoundment:				
Part II Chapter 5 Art II Sec 5-50	Animals	Seizure and Impoundment-- Use of Tranquilizer Fee		\$20		
		Redemption:				
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Maximum Fine		\$500		
		Dogs:				
		Annual Fee for Adult Unaltered Male or Female				
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Note: Seniors 50% Discount		\$20		

Exhibit 'A'

		Dogs: Annual Fee for Adult Altered Male or Female				
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Note: Seniors 50% Discount	\$10			
		Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals					
		Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	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 4 Sec 5-179	Animals					
		Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art III Div 5 Sec 5-208	Animals					

Exhibit 'A'

		Cats. Annual Fee for Adult Unaltered Male or Female				
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Note: Seniors 50% Discount	\$20			
		Cats. Annual Fee for Adult altered Male or Female				
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Note: Seniors 50% Discount	\$10			
		Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag				
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals		\$1			
		Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee				
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals		\$30; and \$10			

Exhibit 'A'

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

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 5-7(c)(1)	Animals	Keeping Fowl: Permitting	\$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 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: 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 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art III Div 2 Sec 5-119	Animals	Dogs. Issuance of duplicate tags: Fee to Replaces lost or stolen Dog License Tag	\$1			
Part II Chapter 5 Art III Div 4 Sec 5-178 (1)	Animals	Dogs. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
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			

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Part II Chapter 5 Art III Div 5 Sec 5-208	Animals	Dogs. Kennels: Dog Kennel Operation Annual License	\$200			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			
Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
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			

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Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			
Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						

<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 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			

<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 Sec 109.2 (A)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 Sec 109.2 (A)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
Part II Chapter 7 Art II Sec 7-32 Sec 114.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			

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

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Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each passenger elevator	\$15			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Elevator Fee: Per each freight elevator	\$3			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 4 Sec 7-160 (a)	Buildings and Building Regulations	Electrical Inspection Fees. Temporary Electrical Pole Fee	\$25			

<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 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art VI Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Contractor License Fee -- Initial and Renewal	\$100, \$75			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	\$25, \$50			

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Part II Chapter 7 Art VI Div 2 Sec 7-331 (3) (4)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Construction without a permit	Triple the Permit Fee			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (3)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (4)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work--First Occurrence, and Subsequent Occurrence	\$25, \$50			
Part II Chapter 7 Art VII Div 1 Sec 7-362 Sec P-113.2 (5)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VII Div 2 Sec 7-397 (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VII Div 2 Sec 7-398 (a) (1)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			

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Part II Chapter 7 Art VII Div 2 Sec 7-400 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VIII Sec 7-432 (4)	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art XI Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIV Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIV Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIV Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIV Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000

<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 Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing			\$5,000, \$10,000, \$5,000	
Part II Chapter 7 Art XVI Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			

<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 XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XVI Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XVI Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XVI Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance			\$5,000, \$10,000 \$5,000	
Part II Chapter 7 Art XVI Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XVI Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			

<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			

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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		

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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			

<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 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			

<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 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			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
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)	\$12.39			
		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			

<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 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	

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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						
		Water Rates: The minimum charge for water used by consumers inside the city limits:				
Part II Chapter 26 Art II Sec 26-26 (a)	Utilities	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			
		Water Rates: The minimum charge for water used by consumers inside city limits:				
	Utilities	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			

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		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

10.

Meeting Date: 05/16/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Memo

Ordinance



Community Development

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

Date: May 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request to rezone property located at 33909 Lake Road from A-1 (Rural Agricultural District) to RE (Residential Estates District).
Case No. RZ05-22 | Applicants: Gerald and Linda Nowlin

Background: The subject property is located at 33909 Lake Road and is currently undeveloped. The area for consideration is approximately 20.85 acres and is located west of the dollar store on Lake Road. The request is to rezone from A-1 (Rural Agricultural District) to RE (Residential Estates District).

Per 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the Agricultural/Open land use designation. To the east, all three (3) corners of the intersection (within Shawnee's jurisdiction) of Lake Road and SH-102 have the future land use designation of Lake Oriented Commercial.

The zoning district RE (Residential Estates) requires that the lots shall not be smaller than one acre per lot if subdivided. The proposed zoning district is within the intent of the Comprehensive Plan regarding potential growth in this part of the community.

Planning Commission recommended approval of the application RZ05-22 at its regular May 4, 2022 meeting.

Attachment: Application and supporting documents

Recommendation: Planning staff recommends Approval of Case No. RZ05-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 05.4.2022 – City of Shawnee, Oklahoma

Staff Report | RZ05-22 | A-1 to RE | 33909 Lake Road

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: April 25, 2022

Subject: RZ05-22 – Staff Report - Public hearing and consideration of a request for rezoning from A-1 (Rural Agricultural District) to RE (Residential Estates District) at 33909 Lake Road.

Background

The subject property is located at 33909 Lake Road and is currently undeveloped. The area for consideration is approximately 20.85 acres and is located west of the dollar store on Lake Road. The request is to rezone from A-1 (Rural Agricultural District) to RE (Residential Estates District). The applicants for this request are Gerald and Linda Nowlin.

Discussion

The subject property is zoned A-1 (Rural Agricultural District). To the west and south, the properties are zoned A -1. To the north, across Lake Road, properties are also zoned R-1. The adjacent land to the east is zoned C-3 (Highway Commercial District). The applicant also owns the approximately 9.15-acre strip of land. The dollar store is under different ownership. Further to the east, across SH-102, the land is in unincorporated Pottawatomie County, which does not have zoning districts.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the Agricultural/Open land use designation. To the east, all three (3) corners of the intersection (within Shawnee's jurisdiction) of Lake Road and SH-102 have the future land use designation of Lake Oriented Commercial. The 2040 Comprehensive Plan defines Agricultural/Open designation as: "Long term growth areas. This comprehensive plan outlines the land needed to accommodate growth over the next 10 - 20 years." The zoning district RE (Residential Estates) requires that the lots shall not be smaller than one-acre per lot if subdivided. RE is a reasonable zoning district for the subject property given the proximity to the commercial zoning and use, as well as the geographic location of the subject site in relation to the rest of the community. Furthermore, the

proposed zoning district is within the intent of the Comprehensive Plan regarding potential growth in this part of the community.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ05-22** to rezone the subject property from A-1 (Rural Agricultural District) to RE (Residential Estates District).

This rezoning application will be heard at the City Commission meeting on Monday, May 16, 2022, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only	
Case Number:	<u>RZ05-22</u>
Project Number:	
Date Filed:	<u>3/15/2022</u>
	<u>RC</u> <u>PC - May 4, 22</u> Planning Commission Secretary

REQUEST:

☒ Rezoning ☐ Rezoning w/Conditional Use Permit
☐ Conditional Use Permit ☐ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A-1 District to RE District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 33909 Lake Road Shawnee, OK 74801

LEGAL DESCRIPTION: Attached

PROPERTY OWNER (S): Gerald W & Linda L. Nowlin

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 28 Janice Ln

CITY: Shawnee **STATE:** OK **ZIP:** 74801

EMAIL ADDRESS: _____

TELEPHONE NUMBER: (405) 570-3957 **CONTACT NUMBER:** (405) 570-3957 ^{Hm} 405-2751799

DIMENSIONS OF PROPERTY: AREA: 20.85A WIDTH: 689.58' / 688.86'
 LENGTH: 1317.73' / 1318.68' FRONTAGE: 689.58'

CURRENT ZONING: A-1 **CURRENT USE:** UD

PROPOSED ZONING: RE

PROPOSED USE: _____

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

[Signature]
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

RECEIPT NO. _____

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

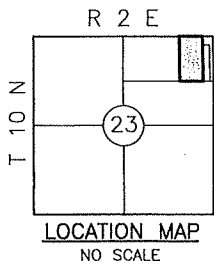
NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ **DATE:** _____

CITY COMMISSION ACTION: _____ **DATE:** _____

PLACE ON ZONING MAP: _____ **ORDINANCE NO.:** _____

BOUNDARY SURVEY



SCALE
1" = 200'

LEGEND

- EXISTING CORNER
- SET 3/8" REBAR AND CAP #1660
- ✕ SET PK NAIL & WARSHER #1660
- ≈ BROKEN SCALE
- FENCE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- ROW RIGHT OF WAY
- U/E UTILITY EASEMENT

FOUND
1" ROD 1.4' DEEP
SW/c N/2 NE/4
SEC. 23
T10N-R2E

- ① FENCE CORNER IS 1.7' S. & 14' W. OF CORNER SET
- ② FENCE CORNER IS 0.3' S. & 0.3' W. OF CORNER FOUND
- ③ FENCE CORNER IS 9.6' S. & 0.5' W. OF CORNER FOUND
- ④ FENCE LINE IS 35' N. OF CORNER FOUND
- ⑤ FENCE CORNER IS 38.2' N. & 10' W. OF CORNER FOUND

- ⑥ FENCE LINE IS 29.1' N. OF CORNER SET
- ⑦ FENCE CORNER IS 2.7' S. & 3.5' E. OF CORNER SET @ 33'
- ⑧ FENCE CORNER IS 1.5' S. & 1' E. OF CORNER FOUND @ 33'

- ① FOUND 60d NAIL
- ② FOUND RE-BAR & CAP CORNERSTONE SURVEYING SE/c NE/4 SEC. 23
- ③ FOUND RE-BAR & CAP KLS 2.22' S. & 3.04' W. OF CORNER SET @ 33'
- ④ FOUND RE-BAR & CAP CORNERSTONE SURVEYING 0.67' S. OF CALCULATED POSITION
- ⑤ FOUND LS 1660 RE-BAR & CAP

CERTIFICATE OF SURVEY

DATE OF SURVEY MAY 26, 2021

I, CHARLES REED, LICENSED PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY AS OF THE DATE SET FORTH ABOVE THAT I HAVE MADE A CAREFUL SURVEY OF A TRACT OF LAND DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION OF THE REMAINDER OF THE PARENT TRACT

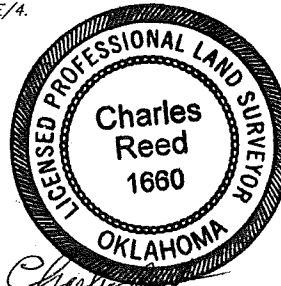
THE REMAINING AREA, OF THE EAST 30.00 ACRES OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) OF SECTION TWENTY-THREE (23), TOWNSHIP TEN (10) NORTH, RANGE TWO (2) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA AND FURTHER DESCRIBED BY CHARLES REED ON MAY 30, 2021 AS COMMENCING AT THE 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. CONTAINING 20.85 ACRES, MORE OR LESS AND SUBJECT TO ALL RECORDED EASEMENTS AND RIGHTS OF WAY THEREOF. HAVING A BASIS OF BEARING OF S00°27'56"E, BASELINE BEING THE EAST LINE OF SAID N/2 NE/4.

GENERAL NOTES:

- A TITLE COMMITMENT, INDICATING APPLICABLE EASEMENTS, HAS NOT BEEN PROVIDED, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN HEREON.
- THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- THE LAST DAY VISITING SAID SITE 05/30/2021.

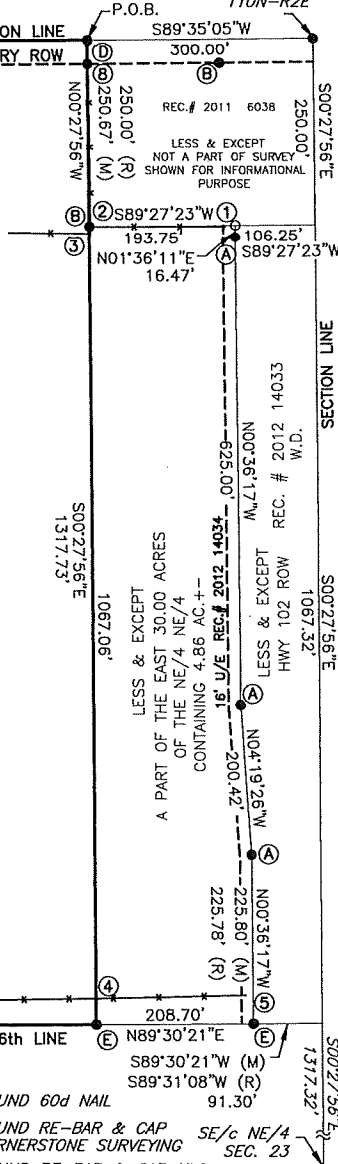
PREPARED BY:
Reed's Surveying PLLC
207 South Broadway
Tucumseh, OK 74873
405-996-8910

Lic. # 1660 EXP. Nov. 30, 2022	10-27
CA # 5262 EXP. June 30, 2021	2021-21
Page 1 of 1 GERALD & LINDA NOWLIN	



Date: 05/30/2021

P.O.C.
FOUND
ODOT 1/2" RE-BAR
NE/c N/2 NE/4
SEC. 23
T10N-R2E

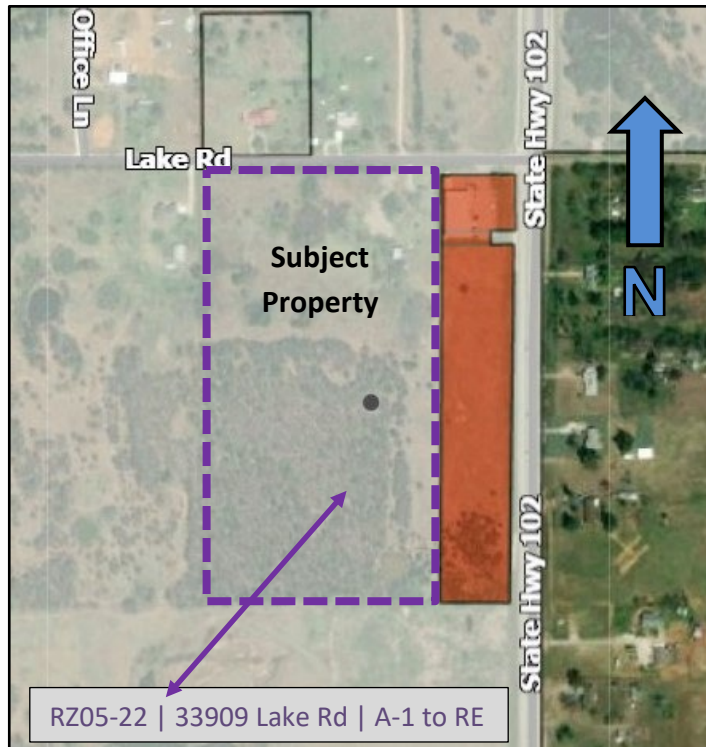


THE REMAINING AREA OF
THE EAST 30 AC.
OF THE N/2 NE/4
CONTAINING
20.85 AC+-



For more information

Community Development **405-878-1672**
Annex Building
222 N. Broadway Avenue
Shawnee, OK 74801



PUBLIC HEARING

Planning Commission

Wednesday, May 4 2022

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission

Monday, May 16, 2022

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM

Project Information

Request: Request to rezone from A-1 (Rural Agricultural District) to RE (Residential Estates District)

Applicant: Gerald & Linda Nowlin

Location: 33909 Lake Road

Case #: RZ05-22



Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I make comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development at 405-878-1672 or contact the City Planner at rachel.clyne@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different.

Contact the Community Development for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply additional information about the protest petition requirements.

Legal Description:

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.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: 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.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to RE (Residential Estates District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to RE (Residential Estates District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: 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.

[Remainder of page intentionally left blank.]

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

DRAFT

Regular Board of Commissioners

11.

Meeting Date: 05/16/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located 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.

Attachments

Memo

Ordinance



Community Development

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

Date: May 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Request for a Planned Unit Development (PUD) on approximately 8.79 acres of land located North of W. MacArthur St. and east of Acme Road to develop residential duplex and commercial uses.
Case No. PUD01-22 | Applicants: J. Bentley Investments, LLC

The applicant has asked to defer this Planned Unit Development (PUD) application public hearing to the next regular Planning Commission meeting on June 1, 2022.

Recommendation: Planning Staff recommends that the Planning Commission **DEFER** the public hearing for **PUD01-22** to the next regular Planning Commission meeting on June 1, 2022.

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BELMONT PARK ADDITION PHASE 2 A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE UNRECORDED PLAT THEREOF; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ADDITION FOR THE FOLLOWING THREE (3) COURSES: 1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET; 2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET; 3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°34'33" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET; THENCE SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS. THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34'33" WEST; FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND C-2 (SUBURBAN OFFICE COMMERCIAL DISTRICT) TO A PUD (PLANNED UNIT DEVELOPMENT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (Multifamily Residential District) and C-2 (Suburban Office Commercial District) to a PUD (Planned Unit Development).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to a PUD (Planned Unit Development).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BELMONT PARK ADDITION PHASE 2 A

TRACT OF LAND LYING IN THE SOUTHWEST QUARTER (SW/4) OF SECTION TWO (2), TOWNSHIP TEN (10) NORTH, RANGE THREE (3) EAST OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 00°34'33" WEST, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°34'33" WEST, ALONG SAID WEST LINE, A DISTANCE OF 188.36 FEET TO THE SOUTHWEST CORNER OF BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, ACCORDING TO THE UNRECORDED PLAT THEREOF; THENCE ALONG THE SOUTH AND EAST LINES OF SAID ADDITION FOR THE FOLLOWING THREE (3) COURSES: 1. NORTH 89°22'51" EAST, A DISTANCE OF 103.10 FEET; 2. NORTH 26°09'10" EAST, A DISTANCE OF 348.85 FEET; 3. NORTH 00°34'33" WEST, A DISTANCE OF 309.26 FEET TO THE NORTHEAST CORNER OF SAID ADDITION; THENCE NORTH 89°19'11" EAST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 290.00 FEET; THENCE SOUTH 00°34'33" EAST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1,108.80 FEET TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 89°19'11" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°34'33" WEST, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET; THENCE SOUTH 89°19'11" WEST, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 382,923 SQUARE FEET OR 8.7907 ACRES, MORE OR LESS. THE BASIS OF BEARING FOR THE ABOVE-DESCRIBED TRACT OF LAND IS THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4) HAVING A PLATTED BEARING OF NORTH 00°34'33" WEST; FROM ZONING CLASSIFICATION R-3 (MULTIFAMILY RESIDENTIAL DISTRICT) AND C-2 (SUBURBAN OFFICE COMMERCIAL DISTRICT) TO A PUD (PLANNED UNIT DEVELOPMENT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

12.

Meeting Date: 05/16/2022

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 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.)*

Attachments

Memo

Ordinance



Community Development

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

Date: May 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request is for a Conditional Use Permit (CUP) to allow a single Accessory Dwelling Unit (ADU) at property located at 1717 E. Remington Street.

Case No. CUP03-22 | Applicants: Stephen and Gloria Barrett

Background: The subject property is located at 1717 E. Remington Street. The property is approximately 2.68-acres and has an existing single-family residence. The request is for a Conditional Use Permit (CUP) to allow a single Accessory Dwelling Unit (ADU). This application corresponds with RZ06-22. This CUP request, if approved, would be contingent upon the subsequent approval of the associated rezoning application, because the rezoning meets one condition for approval for an Accessory Dwelling Unit (ADU).

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *"The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...."* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project.

In the Code, Section 22-297. – Other residential standards. (8) *"Accessory dwelling units (ADUs).* Accessory dwelling units are designed to allow for a secondary residence..." The Zoning Code provides thirteen (13) conditions associated with Accessory Dwelling Units. Those conditions, as well as others, are included in staff's recommendation.

Per 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Planning Commission recommended approval of the application CUP03-22 as presented at its regular May 4, 2022 meeting.

Attachment: Application and supporting documents

Recommendation: Planning staff recommends Approval of Case No. CUP03-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission. 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)



Planning Commission Meeting – 05.4.2022 – City of Shawnee, Oklahoma

Staff Report | CUP03-22 | CUP Application for an ADU | 1717 E. Remington St.

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: April 28, 2022

Subject: CUP03-22 – Staff Report - Public hearing and consideration of a request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU) at 1717 East Remington Street.

Background

The subject property is located at 1717 East Remington Street and has an existing single-family residence. The Conditional Use Permit (CUP) allows for an Accessory Dwelling Unit (ADU), which will require the remodeling of the existing shop. The applicants for this CUP request are Steven & Gloria Barrett.

The subject property is zoned R-1 (Single-Family Residential District); the City's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. In each of those districts, the ADU is allowed only with a single-family home. To ensure compliance, the property owners are seeking conditional approval on this Conditional Use Permit request to be followed by an immediate request to rezone. Staff recommended R-2 (Medium Density Residential District), which is discussed in the next segment.

Discussion

The subject property is zoned R-1 (Single-Family Residential District). To the west and south, the properties are zoned R-1. To the north, across East Remington Street, properties are also zoned R-1. The adjacent land to the east is zoned R-3 (Multifamily Residential District) and contains the Cypress Point Apartment complex.

Historically, zoning is used to avoid the adjacent placement of incompatible uses. The stepping down concept is used to separate the most intense zoning district from the next less intense district. Many communities recognize the standard step down of districts as Industrial,

Commercial, Residential, and Agricultural. One example is that Commercial Districts act as a “buffer” for Residential Districts from the more intense uses associated with Industrial Districts.

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

The other option is to rezone the subject property to the same district as its adjacent neighbor to the east. This would create a seamless transition from one residential zoning district (R-3 -- Multifamily Residential District) to another (R-1 -- Single-Family Residential District). This idea is to avoid the perception of “spot zoning”, which is seen as only beneficial to an individual.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property to be in Low Density Residential land use designation. Immediately adjacent to the east, the land is assigned with the High Density Residential land use designation, and to the south, the land is classified with a Medium Density Residential land use designation. Based on the subject property's proximity to all three (3) residential densities on the FLUM, it is reasonable to conclude a more dense zoning designation is within the intent of the Comprehensive Plan.

For the subject property, both options to rezone—R-2 or R-3, can be approved and maintain good practice in land use planning and zoning. Staff's recommendation for rezoning to R-2 is to limit the future uses allowed on the property. While a duplex or triplex is allowed in R-2, multi-family housing is only allowed in R-3.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *"The uses designated under the various districts herein as "conditional uses" are so classified because they could more intensely dominate the area in which they are located...."* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project.

In the Code, Section 22-297. – Other residential standards. (8) *"Accessory dwelling units (ADUs). Accessory dwelling units are designed to allow for a secondary residence..."* The Zoning Code provides thirteen (13) conditions associated with Accessory Dwelling Units. Those conditions, as well as others, are included in staff's recommendation.

This item was deferred from the April 6, 2022 Planning Commission in order to have the companion rezoning request be heard concurrently by the commission. That item is on the agenda for this meeting.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **CUP03-22**, which is for a Conditional Use Permit (CUP) at 1717 Remington Street to allow an Accessory Dwelling Unit (ADU), 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.**

This Conditional Use Permit (CUP) application will be heard at the City Commission meeting on Monday, May 16, 2022, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: _____

Project Number: _____

Date Filed: _____

Planning Commission Secretary

REQUEST:

☒ Rezoning
☐ Conditional Use Permit

Rezoning w/Conditional Use Permit

Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from _____ District to _____ District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1717 E. Remington St.

LEGAL DESCRIPTION: Remington & Beard Beg at NE 1/4 lot 20th W500 S232 1/2 TO POB 2.67 Acres

PROPERTY OWNER (S): Steven & Gloria Barnett

PROPERTY AGENT (APPLICANT): Steven Barnett

APPLICANT'S ADDRESS: 1717 E. Remington

CITY: Shawnee STATE: Oklahoma ZIP: 74801

EMAIL ADDRESS: Steven.Barnett.Wks@gmail.com

TELEPHONE NUMBER: (405) 788-9020 CONTACT NUMBER: (405) 788-9020

DIMENSIONS OF PROPERTY: AREA: _____ WIDTH: _____
LENGTH: _____ FRONTAGE: _____

CURRENT ZONING: _____ CURRENT USE: _____

PROPOSED ZONING: _____ PROPOSED USE: _____

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE
RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____



For more information

Community Development Department
Annex Building
222 North Broadway Avenue
Shawnee, OK 74801
405-878-1672



PUBLIC HEARING

Planning Commission

Wednesday, April 6, 2022

City Hall at 16 W. 9th Street, Commission Chambers

1:30 PM

City Commission

Monday, April 18, 2022

City Hall at 16 W. 9th Street, Commission Chambers

6:00 PM

Project Information

Request: Request for a Conditional Use Permit (CUP) for an Accessory Dwelling Unit (ADU)

Applicant: Steve & Gloria Barrett

Location: 1717 E. Remington Street

Case #: CUP03-22



Frequently Asked Questions

What is a Conditional Use Permit (CUP)?

A Conditional Use Permit (CUP) is a request for a particular use that has been classified in the Zoning Code as requiring a CUP. These uses require a thorough review because some uses could more intensely affect the area in which it is located.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I make comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development at 405-878-1672 or contact the City Planner at rachel.clyne@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different.
Contact the Community Development for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply additional information about the protest petition requirements.

Legal Description:

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.

CUP03-22

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: 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.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-1 (Single Family Residential District) to R-1 (Single Family Residential District) with a Conditional Use Permit (CUP).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to R-1 (Single Family Residential District) with a Conditional Use Permit (CUP).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: 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.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

13.

Meeting Date: 05/16/2022

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Public hearing and consideration of an ordinance to rezone property located at 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.

Attachments

Memo

Ordinance



Community Development

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

Date: May 12, 2022
To: City Commission
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of a request to rezone property located at 1717 E. Remington St. from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

Case No. RZ06-22 | Applicants: Stephen and Gloria Barrett

Background: The subject property is located at 1717 East Remington Street and has an existing single-family residence. The request is to rezone from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). This application corresponds with CUP03-22; approval of the rezoning meets one condition for approval for an Accessory Dwelling Unit (ADU).

Shawnee's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. To ensure compliance, the property owners applied to rezone.

On April 6, 2022, the Planning Commission was presented a Conditional Use Permit (CUP) application for the subject property. That application was deferred to the May 4, 2022, Planning Commission meeting to accompany this rezoning application.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property to be in Low-Density Residential land use designation. to the east is High-Density Residential land use designation, and to the south is Medium-Density Residential. All three (3) residential densities surround the subject property on the FLUM; which allows this is within the intent of the Comprehensive Plan.

Staff's recommendation for rezoning to R-2 (Medium Density Residential District) is to limit the future uses allowed on the property. An ADU can be constructed as an accessory structure to the single family residence with approval. The R-2 zoning district allows this use, but is also the most restrictive zoning district to allow an Accessory Dwelling Unit.

Per 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper. A sign providing details and contact information was placed on the subject property.

Planning Commission recommended approval of the application RZ06-22 at its regular May 4, 2022 meeting.

Attachment: Application and supporting documents

Recommendation: Planning staff recommends Approval of Case No. RZ06-22 to the City Commission based on the factors outlined in the staff report and the recommendation of the Planning Commission.



Planning Commission Meeting – 05.4.2022 – City of Shawnee, Oklahoma

Staff Report | RZ06-22 | R-1 to R-2 | 1717 E. Remington St.

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: April 25, 2022

Subject: RZ06-22 – Staff Report - Public hearing and consideration of a request for a rezoning from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) at 1717 East Remington Street.

Background

The subject property is located at 1717 East Remington Street and has an existing single-family residence. The request is to rezone from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). This application corresponds with CUP03-22; approval of the rezoning meets one condition for approval for an Accessory Dwelling Unit (ADU). The applicants for this request are Steven & Gloria Barrett.

Shawnee's Zoning Code does not allow Accessory Dwelling Units (ADU) to be located in the R-1 zoning district. However, the Zoning Code does allow ADUs in A-1, R-2, and R-3 zoning districts. To ensure compliance, the property owners applied to rezone.

On April 6, 2022, the Planning Commission was presented a Conditional Use Permit (CUP) application for the subject property. That application was deferred to the May 4, 2022, Planning Commission meeting to accompany this rezoning application.

Discussion

The subject property is zoned R-1 (Single-Family Residential District). To the west and south, the properties are zoned R-1. To the north, across East Remington Street, properties are also zoned R-1. The adjacent land to the east is zoned R-3 (Multifamily Residential District) and contains the Cypress Point Apartment complex.

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property to be in Low-Density Residential land use designation. Immediately adjacent to the east, the land is assigned with the High-Density Residential land use designation. To the south, the land is classified with a Medium-Density Residential land use designation. All three (3) residential densities surround the subject property on the FLUM; therefore it is reasonable to conclude that a more dense zoning designation is within the intent of the Comprehensive Plan.

Staff's recommendation for rezoning to R-2 (Medium Density Residential District) is to limit the future uses allowed on the property. An ADU can be constructed as supplemental to the primary residence with approval.

Referencing the City of Shawnee Zoning Code (Code) DIVISION 15. - Amendments; Procedures. Section 22-645. – Planning commission recommendation required. This section gives authority to the Planning Commission to make changes (amendments) to the official Zoning Map. *"...be amended, supplemented, changed, modified, or repealed by ordinance, but no change shall be made until the planning commission, after notice and public hearing, files with the city commission a report and recommendation on the proposed change."*

Staff completed the required public hearing notifications for this application. All property owners within 300' from the perimeter of the subject property were mailed a public hearing notification letter. Additionally, a notice of public hearing was published in The County Democrat weekly newspaper, and a sign providing details and contact information was placed on the subject property.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ06-22**, which is to rezone from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District). This approval of this request will meet one condition associated with CUP03-22.

This rezoning application will be heard at the City Commission meeting on Monday, May 16, 2022, at 6:00 pm.

PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only	
Case Number:	<u>RZ06-22</u>
Project Number:	
Date Filed:	<u>3-30-2022</u>
	<u>R. Clyne</u> Planning Commission Secretary

REQUEST:

☒ Rezoning ☐ Rezoning w/Conditional Use Permit
☐ Conditional Use Permit ☐ Planned Unit Development

related to CUPO3-22

PC - 5/4/22 CC - 5/14/22

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from R-1 District to R-2 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1717 E. Remington St. Shawnee, OK

LEGAL DESCRIPTION: NE Corner Lot 20, Remington-Beard Addn (see attached)

PROPERTY OWNER (S): Steven & Gloria Barrett

PROPERTY AGENT (APPLICANT): Steven Barrett

APPLICANT'S ADDRESS: 1717 E. Remington St.

CITY: Shawnee STATE: OK ZIP: 74801

EMAIL ADDRESS: Steven.barrett.wrks@gmail.com

TELEPHONE NUMBER: () CONTACT NUMBER: (405) 788-9020

DIMENSIONS OF PROPERTY: AREA: +/- 2.67 acres WIDTH: +/- 500'

LENGTH: +/- 230' FRONTAGE: +/- 500'

CURRENT ZONING: R-1 CURRENT USE: SFH

PROPOSED ZONING: R-2 PROPOSED USE: SFH w/ ADU

With the filing of this application, I acknowledge that I have been informed of off-street parking, fencing and paving requirements in regard to the zoning I have requested as witnessed by my signature.

COMPLETED APPLICATION AND ALL CORRESPONDING DOCUMENTS MUST BE RECEIVED 30 DAYS PRIOR TO MEETING TO MAKE THE AGENDA.

on behalf of owners
R. CLYNE
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. _____

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____



For more information

Community Development Department
Annex Building
222 North Broadway Avenue
Shawnee, OK 74801
405-878-1672

PUBLIC HEARING

Planning Commission

Wednesday, May 4, 2022

City Hall at 16 W. 9th Street, Commission Chambers
1:30 PM

City Commission

Monday, May 16, 2022

City Hall at 16 W. 9th Street, Commission Chambers
6:00 PM

Project Information

Request: Rezone from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District)

Applicant: Steven & Gloria Barrett

Location: 1717 E. Remington Street

Case #: RZ06-22





Frequently Asked Questions

What is a Rezoning?

A Rezoning is a request to change the zoning of a property to a different zoning district. The zoning of a property determines many of the allowed uses available for development.

Why did I receive a letter?

You own property within 300 feet of the subject property.

How do I make comment on the request?

Try to attend the public hearing if you are able. Staff will also accept written comments for those who cannot attend.

What if I have questions?

Call the Community Development at 405-878-1672 or contact the City Planner at rachel.clyne@shawneeok.org.

What if I cannot attend the hearing?

Staff will accept written comments. You may also have a neighbor or friend attend the hearing to represent your interests at the meeting.

How will this request affect me?

Every property is different.
Contact the Community Development for more information if you have concerns about any impact on you.

I am not in favor of the request, what do I do?

Attend the meetings or provide written comments if you cannot attend. Property owners within 300 feet of the subject property may also prepare a protest petition. Staff can supply additional information about the protest petition requirements.

Legal Description:

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.

RZ06-22

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: 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.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 16th day of May, 2022, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-1 (Single Family Residential District) to R-2 (Medium Density Residential District).

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

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

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: 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.

PASSED AND APPROVED this ____ day of _____, 2022.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

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

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

14.

Meeting Date: 05/16/2022

Sales Tax & Budget Rrport

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax

Budget Report



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

Date: May 12, 2022
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: May Sales and Use Tax Deposit

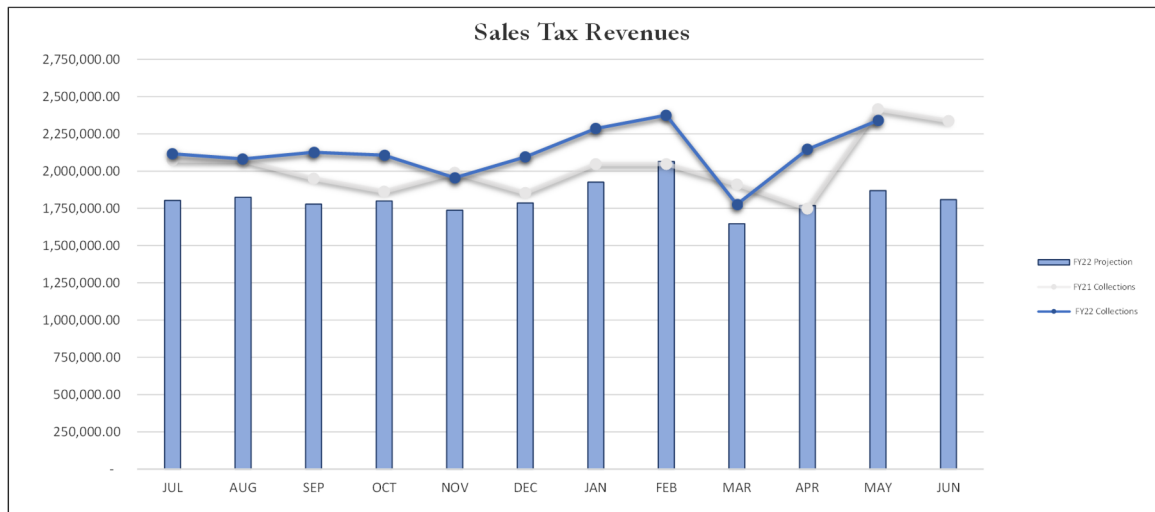
Background: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the entities responsible for remitting taxes to the City of Shawnee. Entities with monthly tax liabilities exceeding \$2,500 are required to remit tax estimates each month by the 20th; in addition, entities are required to report their final tax collections for the previous month along with a final payment of taxes for the previous month on the 20th. To summarize, tax collections remitted to the City of Shawnee by the OTC in May consists of April estimates and March final reported collections. Any taxes collected for months prior to March will include accrued late penalties and interest.

- Sales Tax Collection Allocated by Fund - The May sales tax deposit was \$2,340,039.65, including interest of \$969.92, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,337,165.51
2018 Capital Improvements Fund	334,291.38
Capital Improvements Fund	259,075.82
Street Improvements Fund	292,504.95
Economic Development Fund	33,429.15
Police Sales Tax Fund	41,786.42
Fire Sales Tax Fund	<u>41,786.42</u>
Total Sales Taxes Collected	<u><u>\$ 2,340,039.65</u></u>

- Finance Department Report - Sales and use tax collections totaled \$2,613,916.79 for May 2022. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$3,401,877 or 17.01%, over the projected budget year-to-date. Use tax collections are up approximately \$607,877, or 26.45%, over the projected budget year-to-date.

○ Fiscal Year 2022 Sales Tax Collections and Performance:

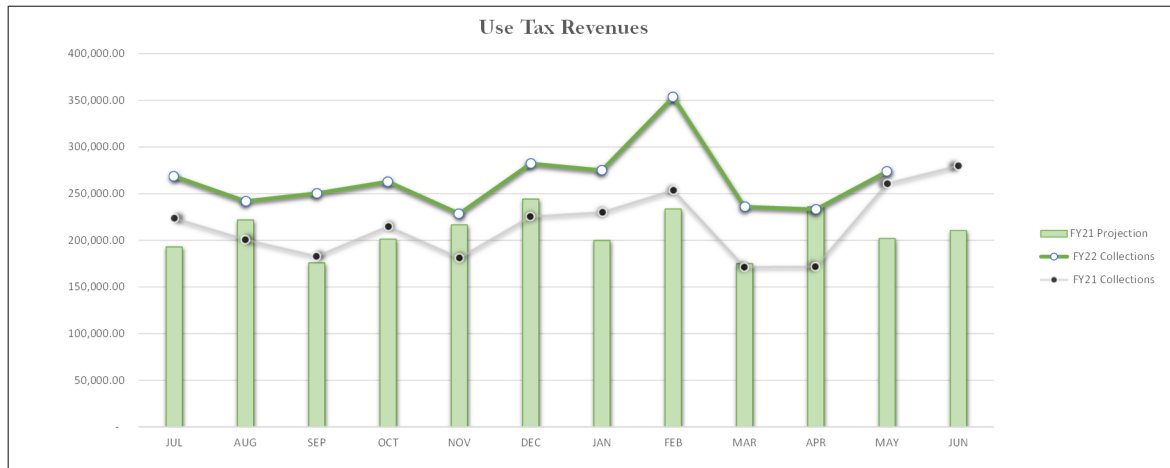


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (May 2022):	\$ 1,869,302	\$ 2,340,040	\$ 470,738	25.18%
Sales Tax Receipts (year-to-date):	\$ 20,001,789	\$ 23,403,667	\$ 3,401,877	17.01%

	May 2021	May 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,415,162	\$ 2,340,040	\$ (75,122)	-3.11%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 21,964,731	\$ 23,403,667	\$ 1,438,936	6.55%

○ Fiscal Year 2022 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (May 2022):	\$ 201,866	\$ 273,877	\$ 72,011	35.67%
Use Tax Receipts (year-to-date):	\$ 2,298,496	\$ 2,906,373	\$ 607,877	26.45%

	May 2021	May 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 260,691	\$ 273,877	\$ 13,186	5.06%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 2,315,979	\$ 2,906,373	\$ 590,394	25.49%

○ Fiscal Year 2022 – Sales & Use Tax – Above Projections:

Sale & Use Tax - Above Projections (year to date): \$ 2,551,807

Appropriated:

- COLA - Step & Grade \$ (243,525)
 - Police & Fire Contracts, Com. Dev. Dept. Adj. \$ (674,212)

Unappropriated: \$ 1,634,070

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

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

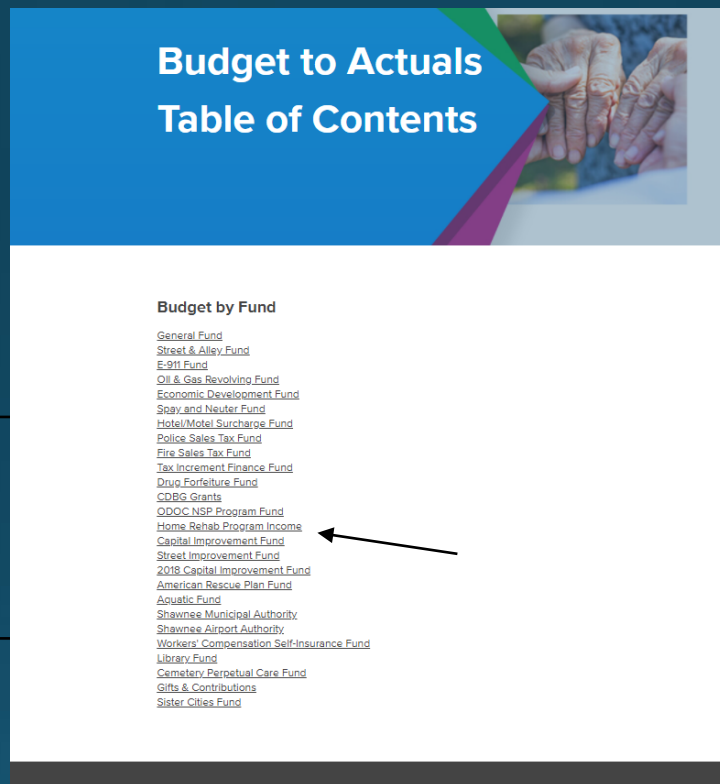
Please Note: OpenGov works best with Google Chrome.

Table of Contents

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

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

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

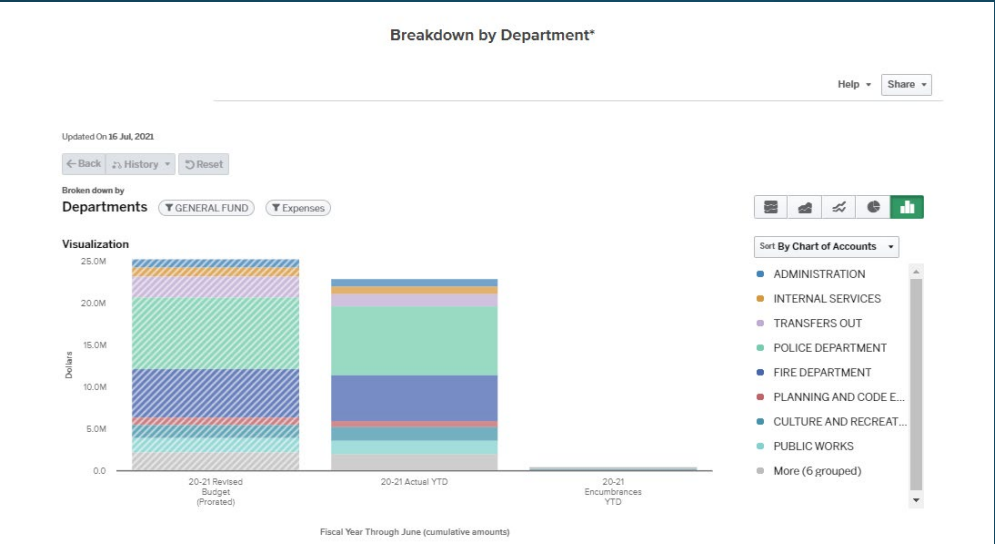


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

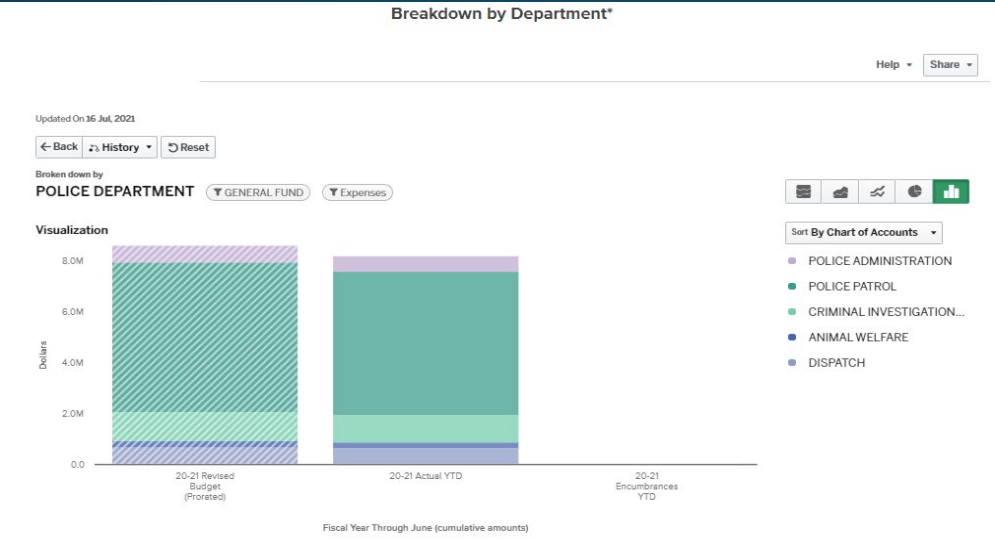
Drill-Down Capabilities

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

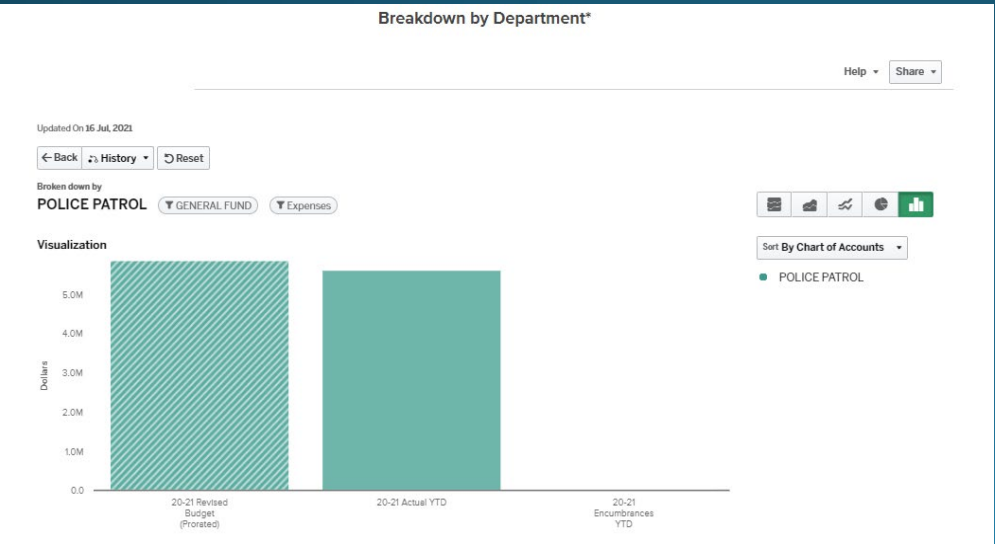
Initial View



Department Level

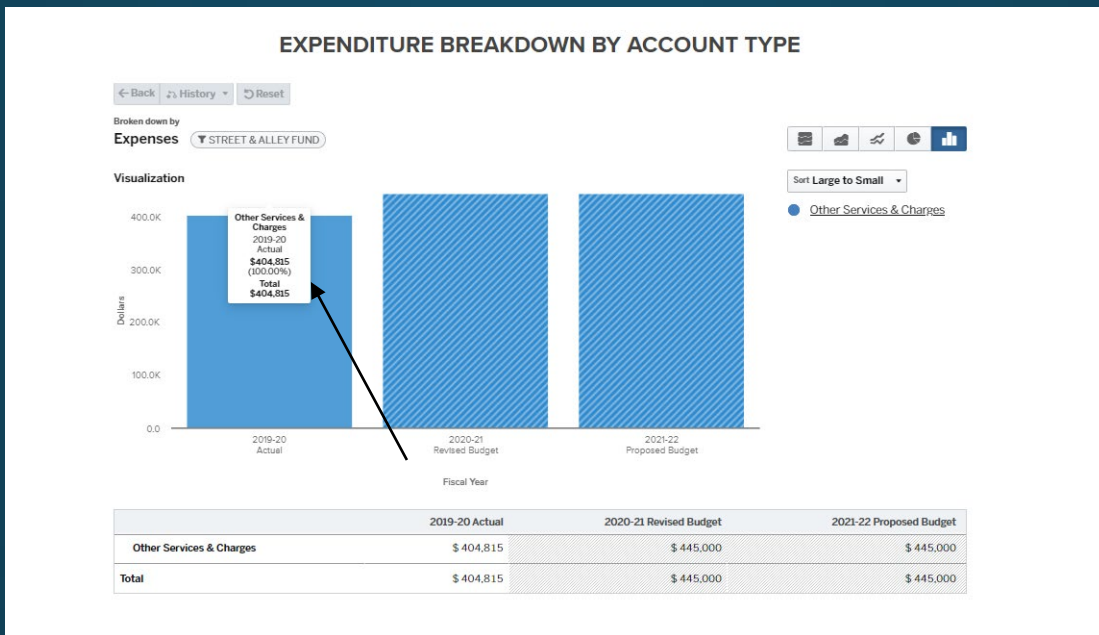


Division Level



Hovering to View Numbers

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



Sorting

Graphs may be sorted four ways:

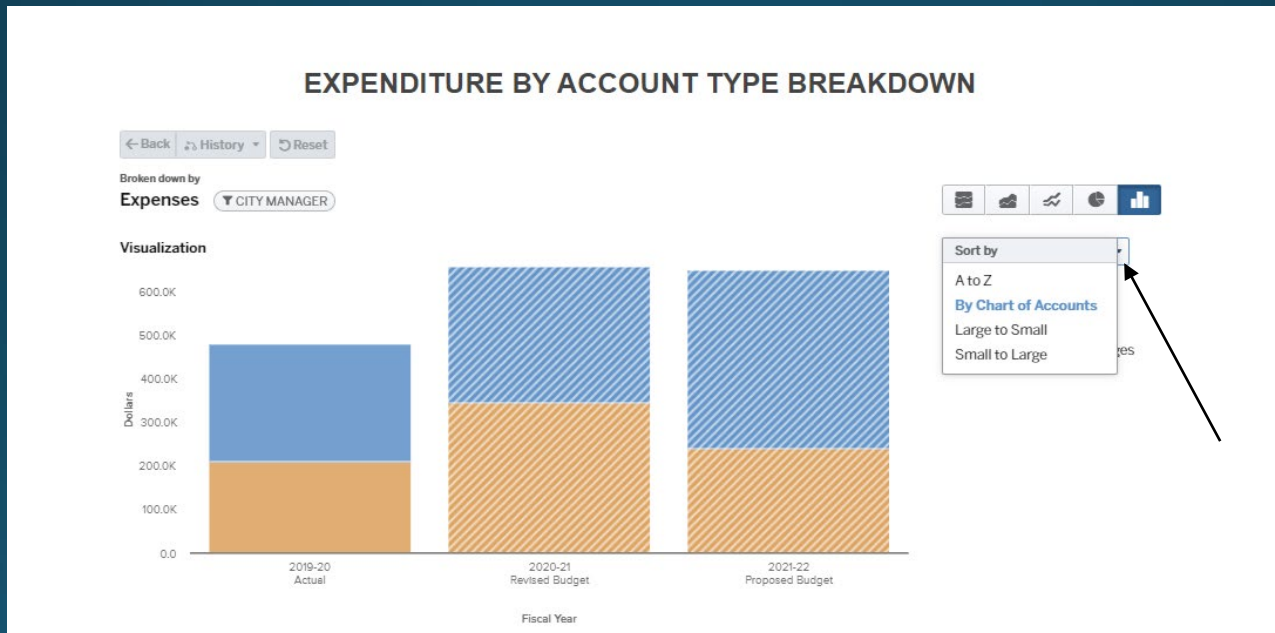
A to Z

Chart of Accounts

Smallest to Largest

Largest to Smallest

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



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

Regular Board of Commissioners

15. a.

Meeting Date: 05/16/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Shawnee Homeless Program Update – Erika Genty, Homeless Program Coordinator

Attachments

Presentation



Community Development

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

Date: May 12, 2022
To: City Commission
From: Erika Genty, Homeless Program Coordinator
Subject: Shawnee Homeless Program Update

Background:

The Homeless Program goals are multi-pronged: develop a cohesive response to homelessness, meet the needs of the homeless population, and provide public education and awareness about homelessness. Over the last few months several important steps have been taken to advance the Homeless Program and begin to provide consistent progress.

Social Media: Information is updated on Facebook about the homeless program weekly. This information includes "Homeless Myth Busters," where a myth about homelessness is addressed each week. Beginning this summer, the Homeless Program section of the city website will be updated regularly.

Sanitation and Hygiene:

Temporary restrooms were placed at three locations: one by the Shawnee Rescue Mission, one by Community Market, and three near the intersection of 7th Street and Philadelphia Avenue. The rental will go through August 31, 2022.

Additionally, a 24-foot, 3-stall shower trailer was delivered on May 9 and placed at the Shawnee Rescue Mission. This will be staffed by interns and volunteers. The rental will go through August 31, 2022.

Shawnee Homeless Outreach Program (SHOP): The purpose of Street Outreach is to identify individuals experiencing homelessness, build relationships with them, ascertain their needs, and get them into the system so that those needs can be met. This includes helping partner organizations utilize the same intake forms staff use, as well as a working knowledge of available services so that all parties are consistent in their efforts. Outreach also includes meeting with community groups and business owners about the homeless issue and potential solutions.

Homelessness in Shawnee Roundtable: Comprised of organizations that serve the homeless community, this group is working to outline priorities for services, identify gaps in service delivery, and find solutions for individual cases. The next Homelessness in Shawnee Roundtable meeting is scheduled for Friday, June 3.

Day Center: The primary purposes of opening a day center are 1) to provide a safe and welcoming environment for the homeless that is outside of the downtown business district, and 2) to meet the needs of the homeless population in an effective way. Staff is currently working on an agreement with the Shawnee Rescue Mission for use as a Resource Center (day center) which will be presented for consideration at a future City Commission meeting. Contingent on Commission approval, staff is prepared to open the Resource Center as quickly as next month.

Transitional & Permanent Housing: Providing housing is a crucial step in the program. Staff is evaluating several different avenues to temporarily house people, including Conestoga huts, tiny homes, and boarding houses. The review process includes identifying programs that have been successful in peer cities while also being mindful of health and safety parameters established in municipal code.

Financial Impact: N/A.

Attachment: None.

Staff Recommendation: Non-action item.

Regular Board of Commissioners

15. b.

Meeting Date: 05/16/2022

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

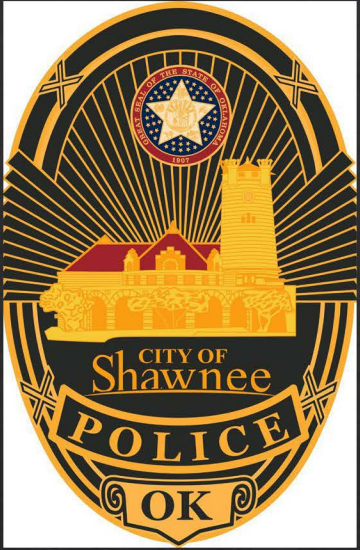
Information

Title of Item for Agenda

Shawnee Twin Lakes Police Patrol – Mason Wilson, Police Chief

Attachments

Presentation



Lake Patrol

Mason Wilson
Chief of Police
May 16, 2022



Increased Patrols

- Days-6am to 4pm
- Evenings-2pm to 12am
- Midnights-9pm to 7am

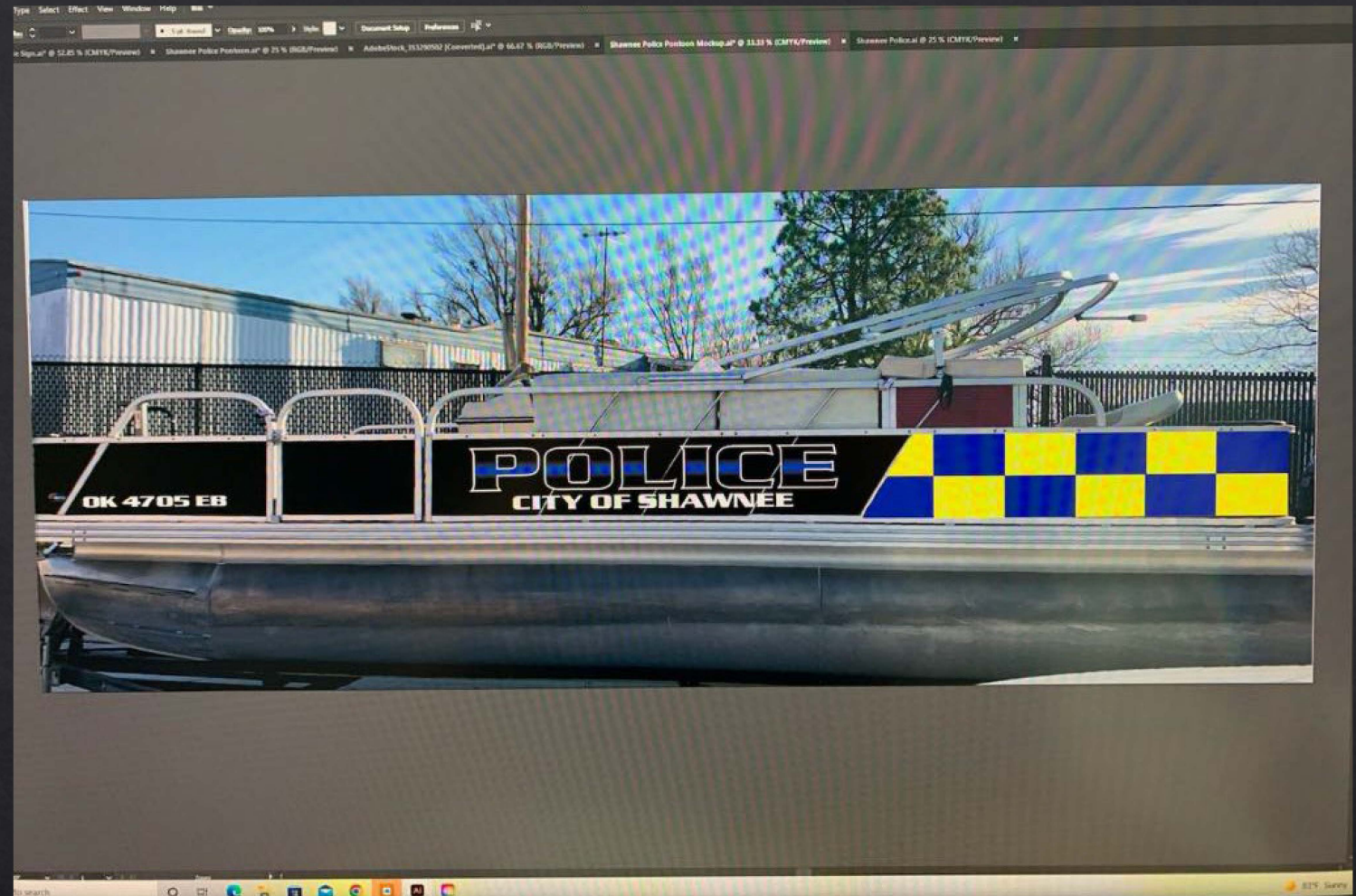
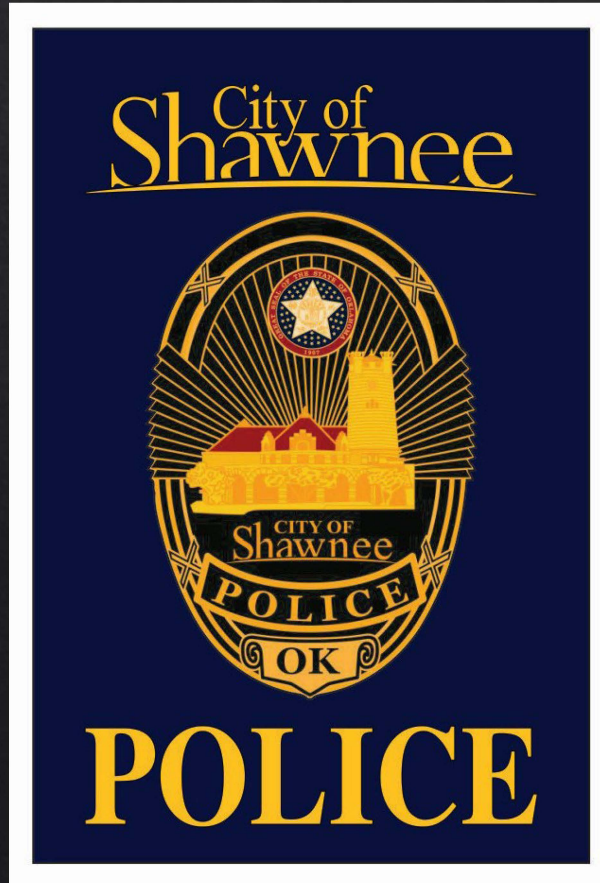


Lake Officers

Memorial Day thru Labor Day

- Three Officers Assigned Fulltime
- Police Boat
- WaveRunner

Police Boat



Lake Access Boat Storage

- Secure
Police Boat
Slip
- Quick
Access

