

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

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

CALL TO ORDER

DECLARATION OF A QUORUM

INVOCATION

FLAG SALUTE

1. Citizens Participation

(A three minute limit per person)
(A twelve minute limit per topic)
2. Consider approval of Consent Agenda:
 - a. Minutes from the December 6, 2021 Special Call and December 6, 2021 Regular meetings.
 - b. Acknowledge the following reports and minutes:
 - License Payment Report for November 2021
 - Project Payment Report for November 2021
 - Shawnee Parks and Recreation Committee Minutes from the August 12, 2021 regular meeting
 - Zoning Board of Adjustment Minutes from the August 19, 2021 regular meeting
 - Planning Commission Minutes from the November 3, 2021 regular meeting
 - c. Acknowledge the resignation of Wanda Hill from the Senior Citizens of Shawnee Board.
 - d. Acknowledge the resignation of Clif Harden from the Shawnee Community Beautification Committee.
 - e. Mayor's Appointments:

Planning Commission
---Mindy Mew-Palmer 1st Partial Term Expires: June 1, 2024
Replaces Walter "Jay" Lester – Resigned

Shawnee Civic and Cultural Development Authority

Tim Barrick 3rd Full Term Expires: December 31, 2025
Reappointment

Shawnee Housing Authority

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

Mike Vorndran 2nd Full Term Expires: February 1, 2025
Reappointment

Traffic Commission

Reuben Peltier 2nd Full Term Expires: January 1, 2025
Reappointment

Jeanne Swinney 1st Partial Term Expires: January 1, 2024
Replaces Steve Reese – Resigned

- f. Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2021-2022.
- g. Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2022-2023.
- h. Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2021-2022.
- i. Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2022-2023.
- j. Acknowledge and approve a Memorandum of Understanding with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Years 2021-2022 and 2022-2023.
- k. Consideration of the City Manager's hiring of Rian Harkins as Community Development Director.

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

4. Presentation by Randy Smith, Executive Vice President for Business and Administrative Services, Oklahoma Baptist University.

5. Consideration of Mayor's Appointment:

Oklahoma Baptist University Authority

Rachael Melot 1st Full Term Expires: December 21, 2027
Effective: January 1, 2022
Replaces Tom Terry – Termed Out

6. Consideration of a Final Plat of the Hyatt Addition, Section 4 subdivision, located near North Harrison Avenue and East 45th Street. Case No. PL06-21, Applicant: Richard Whitecotton for Cotton Homes, LLC.

7. Consideration of a Final Plat for Wolverine Industrial Park subdivision, located west of North Harrison Avenue on Wolverine Road. Case No. PL07-21, Applicant: Stephen Landes for Landes Engineering, LLC.
8. Public hearing and consideration of an ordinance to rezone property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit) for the purpose of operating a Bed and Breakfast/Airbnb. Case No. CUP03-21, Applicants: Zachary and Jennifer Grinnell and Sheri and Greg Rhodes.
9. Public hearing and consideration of an ordinance to rezone property located at 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development) for the purpose of an Adult Crisis and Urgent Recovery Clinic. Case No. PUD02-21, Applicant: Terry Pollack for STP Solutions, Inc.
10. Consideration of an ordinance creating, amending, and providing for repealer of certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential (Garage/Yard) Sales), of the Code of Ordinances of the City of Shawnee; providing for severability; and declaring an emergency.
11. Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma that repeals certain fees associated with Residential (Garage/Yard) Sales; and providing for the re-adoption of the City Fee Schedule in whole.
12. Consideration of the following Budget Amendments for Fiscal Year 2021 – 2022:
 - a. Fund 001 General Fund – For adjustments associated with Fiscal Year 2022 Union Agreements and Community Development department adjustments.
 - b. Fund 001 General Fund – To fund projects (Uniform Development Code, Kayak area improvements, Mausoleum Restoration), previously approved tractor purchase, Union Contract Bonuses.
13. Acknowledge monthly Sales Tax and Budget Reports.
14. Administrative Reports
 - a. City Manager Update – Andrea Weckmueller-Behringer, City Manager
15. New Business

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

Respectfully submitted,

Lisa Lasyone, CMC, City Clerk

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

Regular Board of Commissioners

2. a.

Meeting Date: 12/20/2021

Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the December 6, 2021 Special Call and December 6, 2021 Regular meetings.

Attachments

Special Call Minutes

Minutes

BOARD OF CITY COMMISSIONERS
CITY OF SHAWNEE
SPECIAL CALLED SESSION
DECEMBER 6, 2021

The Board of City Commissioners of the City of Shawnee met in Special Called Session at the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma Monday, December 6, 2021 at 8:30 a.m., pursuant to notice duly posted as prescribed by law. Mayor Bolt presided and called the meeting to order. The following members were in attendance and a quorum was declared.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

Absent: None

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

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

TO THE BOARD OF COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA:

You and each of you are hereby notified that by virtue of a call issued by me on this 1st day of December, 2021, a Special Called Session will be held of the Board of Commissioners of the City of Shawnee, Oklahoma in the Shawnee Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 8:30 a.m. on the 6th day of December, 2021, and you are hereby notified to be present at said meeting.

The purpose of said meeting will be a work session for general discussion regarding the Santa Fe Depot, including, but not limited to, projects, goals, long-term needs and funding options.

Witness my hand this 1st day of December, 2021.

ATTEST:

(SEAL)

/s/ Lisa Lasyone

LISA LASYONE, CMC
CITY CLERK

/s/ Andrea Weckmueller-Behringer

ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

STATE OF OKLAHOMA, COUNTY OF POTTAWATOMIE, SS.

I received this notice on the 1st day of December, 2021 at 10:40 a.m., and executed the same by delivering a true and correct copy thereof to the Mayor and to each of the Commissioners of the Board of City Commissioners for the City of Shawnee, Oklahoma:

A read verification was not received from Mayor Ed Bolt.

A read verification was not received from Commissioner Daniel Matthews.

A read verification was not received from Commissioner Cami Engles.

A read verification was received from Commissioner Travis Flood via e-mail at 7:21 a.m. on December 2, 2021.

A read verification was received from Vice Mayor Darren Rutherford via email at 11:14 a.m. on December 1, 2021.

A read verification was not received from Commissioner Mark Sehorn.

A read verification was received from Commissioner Ben Salter via e-mail at 4:49 p.m. on December 1, 2021.

LISA LASYONE, CMC
CITY CLERK

CALL FOR SPECIAL SESSION OF THE SHAWNEE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA TO BE HELD ON THE 6TH DAY OF DECEMBER, 2021 AT 8:30 A.M. AT THE SHAWNEE COMMISSION CHAMBERS, 16 WEST NINTH STREET, SHAWNEE, OKLAHOMA. THE PURPOSE OF SAID MEETING WILL BE A WORK SESSION FOR GENERAL DISCUSSION REGARDING THE SANTA FE DEPOT, INCLUDING, BUT NOT LIMITED TO, PROJECTS, GOALS, LONG-TERM NEEDS AND FUNDING OPTIONS.

By virtue of the authority vested in me by Section 4, Article IV of the Charter of the City of Shawnee, Oklahoma, a Special Session of the Board of City Commissioners of the City of Shawnee, Oklahoma is hereby called to meet at the City Commission Chambers, 16 West 9th Street, Shawnee, Oklahoma at 8:30 a.m. on the 6th day of December, 2021 for general discussion regarding the Santa Fe Depot, including, but not limited to, projects, goals, long-term needs and funding options.

Witness my hand this 1st day of December, 2021.

/s/ Andrea Weckmueller-Behringer
ANDREA WECKMUELLER-BEHRINGER
CITY MANAGER

ATTEST:

(SEAL)

/s/ Lisa Lasyone
LISA LASYONE, CMC
CITY CLERK

THE BOARD OF CITY COMMISSIONERS OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN SPECIAL CALLED SESSION IN THE SHAWNEE COMMISSION CHAMBERS, 16 WEST 9TH STREET, SHAWNEE, OKLAHOMA MONDAY, DECEMBER 6, 2021 AT 8:30 A.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. MAYOR BOLT PRESIDED AND CALLED THE MEETING TO ORDER. THE FOLLOWING MEMBERS WERE IN ATTENDANCE.

CALL TO ORDER AT 8:30 A.M.

PRESENT AT ROLL CALL: Matthews, Engles, Flood, Bolt, Rutherford, Schorn, Salter
ABSENT AT ROLL CALL: None

DECLARATION OF A QUORUM

AGENDA ITEM NO. 1:

Discussion regarding the Santa Fe Depot, including, but not limited to, projects, goals, long-term needs and funding options.

City Manager Andrea Weckmueller-Behringer gave a presentation on the Santa Fe Depot. The presentation included information regarding the following:

- Depot History
- Ownership
- Building Use
- Envelope Study
- Rehab Needs
- Peer City Depots
- Funding Sources
- Future Vision
- Partnership

City Manager Andrea Weckmueller-Behringer answered questions from the Commission.

AGENDA ITEM NO. 2:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair at 9:41 a.m.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC
CITY CLERK

BOARD OF CITY COMMISSIONERS PROCEEDINGS

DECEMBER 6, 2021 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Monday, December 6, 2021 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 4:20 p.m. on December 2, 2021. Mayor Bolt presided and Mr. Westen Striplin 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

Darren Rutherford
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Ben Salter
Commissioner Ward 6

ABSENT: None

INVOCATION

Commissioner Matthews

FLAG SALUTE

AGENDA ITEM NO. 1:

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

Mr. Rob Morris provided a handout to the Mayor, Commissioners, and Staff. He thanked James Bryce for his service to the community. Mr. Morris spoke regarding Consent Agenda Item No. 2(g), Oklahoma Baptist University, a Visit Shawnee Flyer, Shawnee Aligned, and the Shawnee Civic and Cultural Development Committee.

Mr. Rick Young congratulated Commissioner Engles for being on the City Commission. He expressed encouragement for the Shawnee Community.

Mr. Wolf Gugler spoke regarding the Lake Advisory Committee.

AGENDA ITEM NO. 2:

Consider approval of Consent Agenda:

- a. Minutes from the November 15, 2021 regular meeting.
- b. Acknowledge the following minutes:
 - Zoning Board of Adjustment Minutes from the June 17, 2021 regular meeting
 - Planning Commission Minutes from the September 1, 2021 regular meeting
- c. Acknowledge Oklahoma Municipal Retirement Fund Retirement for James Bryce.
- d. Acknowledge the resignation of Sha'kiya Morris from the Shawnee Arts and Culture Commission.
- e. Acknowledge the resignation of Sha'kiya Morris from the Zoning Board of Adjustment.
- f. Acknowledge the resignation of Todd Fisher from the Oklahoma Baptist University Authority effective December 31, 2021.
- g. Mayor's Appointments:

Oklahoma Baptist University Authority

Joe Ford 2nd Full Term Expires: December 31, 2027
Reappointment

Rachel Melot 1st Full Term Expires: December 21, 2027
Effective: January 1, 2022
Replaces Tom Terry – Termed Out

James Wilder 1st Partial Term Expires: December 31, 2025
Effective: January 1, 2022
Replaces Todd Fisher – Resigned

Mayor Bolt asked that Consent Agenda Item No. 2(g) be pulled for separate consideration.

A motion was made by Commissioner Matthews, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item Nos. 2(a-g), less item 2(g). Motion carried 7-0.

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

Regarding Consent Agenda Item No. 2(g), City Attorney Joe Vorndran advised it would not be appropriate for the Commission to ratify the appointment of Rachael Melot to the Oklahoma Baptist University Authority due to a potential conflict of interest.

A motion was made by Mayor Bolt, seconded by Vice Mayor Rutherford, to approve Consent Agenda Item No. 2(g), reappointing Joe Ford and appointing James Wilder, less the appointment of Rachael Melot to the Oklahoma Baptist University Authority. Motion carried 7-0.

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

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

Animal Control Officers Justin Baxley and Brandy Spoon introduced Alaska, a three-year-old female canine. Alaska is up for adoption.

Officer Baxley advised that the Animal Shelter currently has thirty (30) dogs. An adoption event will be held during the month of December until December 23, 2021. He stated that adoption fees will be waived with the donation of a toy or treat for the shelter.

AGENDA ITEM NO. 4: Interim report from the Lake Advisory Committee.

City Attorney Joe Vorndran stated the Lake Advisory Committee has met three times and workgroups have been formed to address the issues of Safety and

Code Enforcement, Commercial Development/Property Issues, and Facility Improvement/Recreation. He explained the Lake Advisory Committee requests that the City Commission extend the terms of service an additional ninety (90) days to complete the tasks.

Mr. Vorndran answered questions from the Commission.

AGENDA ITEM NO. 5:

Consideration of a resolution of the Mayor and City Commission of the City of Shawnee, Oklahoma amending Resolution No. 6639 to extend the deadline for the Lake Advisory Committee to submit recommendations for amendments or additions to Chapter 16 of the City Code by an additional ninety (90) days.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve a resolution with amendment by interlineation striking ‘an additional ninety (90) days’ and setting the deadline for the Lake Advisory Committee to submit recommendations for amendments or additions to Chapter 16 of the City Code to February 25, 2022.

Resolution No. 6648 was introduced.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING RESOLUTION NO. 6639 TO EXTEND THE DEADLINE FOR THE LAKE ADVISORY COMMITTEE TO SUBMIT RECOMMENDATIONS FOR AMENDMENTS OR ADDITIONS TO CHAPTER 16 OF THE CITY CODE UNTIL FEBRUARY 25, 2022.

Motion carried 7-0.

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

AGENDA ITEM NO. 6:

Consideration of an Addendum to the Continued Cooperation Agreement entered into by and between the Citizen Potawatomi Nation and the City of Shawnee, Oklahoma, to exercise the Extension of Time Frame as authorized in Section 1.1 of the Continued Cooperation Agreement.

City Manager Andrea Weckmueller-Behringer explained the City of Shawnee and the Citizen Potawatomi Nation entered into a Continued Cooperation Agreement which seeks to foster cooperation for the good of the citizens regarding the extension of fire protection, transfer of infrastructure, joint maintenance, and implementation of easements. She stated a sixty (60) day extension is needed to address the provisions and practical implication with the possibility of an additional sixty (60) day extension if there are more details to work out.

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve an Addendum to the Continued Cooperation Agreement entered into by and between the Citizen Potawatomi Nation and the City of Shawnee, Oklahoma, to exercise the Extension of Time Frame as authorized in Section 1.1 of the Continued Cooperation Agreement. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 7:

Consideration of an amended contract with CEC Cooperation for Professional Design Services regarding the 45th Street Transportation Project.

City Engineer Seth Barkhimer provided a Staff report and explained the proposed amendment is for Final Design of Phase I. Phase I spans from Leo Street to approximately halfway between Kickapoo Street and Union Avenue.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve an amended contract with CEC Cooperation for Professional Design Services regarding the 45th Street Transportation Project. Motion carried 7-0.

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

NAY: None

AGENDA ITEM NO. 8:

Consideration of a Water Sale Agreement with Tri-County Water District No. 2.

Public Works Director Brad Schmidt explained the Water Sale Agreement with Tri-County Water District No. 2 is similar to the City's current agreements with Pottawatomie County Development Authority (PCDA) and Meeker Public Works Authority. Mr. Schmidt advised that Staff recommend approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Sehorn, to approve a Water Sale Agreement with Tri-County Water District No. 2. Motion carried 7-0.

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

AGENDA ITEM NO. 9:

Consider Bids:

a. Independence Street Sidewalk Improvement (Award)

City Engineer Seth Barkhimer announced that five (5) bids were received at the November 15, 2021 City Commission meeting. After review and consideration, it was Staff's recommendation to award the bid to EMC Services, LLC of Oklahoma City, Oklahoma in the total amount of \$417,926.00.

A motion was made by Commissioner Flood, seconded by Mayor Bolt, to award the bid to EMC Services, LLC in the total amount of \$417,926.00. Motion carried 7-0.

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

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

The Mayor and Commissioners commented on the success of the Christmas parade.

Commissioner Salter commented on the sidewalk projects.

Commissioner Sehorn expressed his appreciation to Mr. Rick Young for his comments.

Commissioner Flood thanked Mr. Rick Young for continuing to bring forward things of importance.

Commissioner Engles stated that she serves on the Lake Advisory Committee with a great group of people and thanked citizens for their participation.

Commissioner Engles also encouraged citizens to shop local and support local businesses.

Commissioner Matthews stated that deferring future maintenance on the Santa Fe Depot should be avoided at all costs.

Commissioner Matthews thanked Coach Rick Young and expressed appreciation for his work in the community.

Mayor Bolt commented on the sidewalk progress.

Mayor Bolt stated that it is good to hear the Continued Cooperation Agreement is going well. He also looks forward to the Lake Advisory Committee recommendations.

Mayor Bolt addressed Mr. Morris' concerns from Citizens Participation.

AGENDA ITEM NO. 12:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:55 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Regular Board of Commissioners

2. b.

Meeting Date: 12/20/2021

Reports & Minutes

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the following reports and minutes:

- License Payment Report for November 2021
- Project Payment Report for November 2021
- Shawnee Parks and Recreation Committee Minutes from the August 12, 2021 regular meeting
- Zoning Board of Adjustment Minutes from the August 19, 2021 regular meeting
- Planning Commission Minutes from the November 3, 2021 regular meeting

Attachments

License Payment Report

Project Payment Report

Parks and Recreation Minutes

ZBOA Minutes

Planning Minutes



License Fee Report

11/1/2021 - 11/30/2021

Name	Contractor	Fee Name	Payment Date	Fee Amount
INNOVATIVE AIR LLC	NATHAN FOWLER	Contractor License - Initial	11/29/2021	100.00
ADAM BALKEMA	ADAM BALKEMA	Contractor License - Initial	11/29/2021	100.00
TODD'S LAKE COUNTRY SERVICES	EDDIE TODD COLLETT	Contractor License - Initial	11/24/2021	100.00
WEST TREE SERVICE, LLC	MATTHEW MULLIGAN / BLAKE TEDFORD / TERRY KIRBY	Retail	11/19/2021	50.00
M M ELECTRIC	PHILLIP MESSER	Contractor License - Initial	11/16/2021	100.00
ETCHISON ELECTRIC & AIR	ALLEN ETCHISON	Contractor License - Initial	11/15/2021	100.00
DAB CITY TOBACCO & VAPE	SHAZAN GHANI	Retail	11/18/2021	50.00
PATRICK WOOD	WOOD REFRIGERATION & AC	Contractor License - Initial	11/29/2021	100.00
BRIAN AMMON		Alarm Registration - Initial	11/10/2021	25.00
THUNDER MECHANICAL SERVICES	ANDREW DIETRICH	Contractor License - Initial	11/9/2021	100.00
BARNHART BUCKING FOODS	CHELSEA ANN HAWKS	Food Truck	11/8/2021	50.00

K & S ELECTRIC	ROY KEY	Contractor License - Initial	11/8/2021	100.00
KTR HEATING AND COOLING	TRENTON BROWN	Contractor License - Initial	11/5/2021	100.00
AIRBENDERS HEAT & AIR	CHAD MARICAL	Contractor License - Initial	11/2/2021	100.00
ALPHAGRAFFIX INC	BRANDAN KRIEGER	Sign Hanger	12/1/2021	75.00
				1,250.00

Total Records: 15

12/16/2021



Monthly - City Clerk

11/01/2021 - 11/30/2021

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20211074	11/30/2021	B - Accessory Structure	32006 HOMER LANE RD	CHAD MILLER	NEW CONSTRUCTION	26,500	1,200	\$259.50
20211002	11/9/2021	B - Commercial - New	2800 N BRYAN	AC OWEN CONSTRUCTION	NEW CONSTRUCTION	5,000,000	18,678	\$5,624.00
20211041	11/17/2021	B - Commercial - Remodel	4793 N HARRISON AVE	ASHTON GRAY	FINISH OUT	230,000	1,946	\$491.00
20211035	11/17/2021	B - Commercial - Remodel	3946 N KICKAPOO AVE #8	BE HANDY CONSTRUCTION LLC	REMODEL	26,000	580	\$149.50
20210956	11/1/2021	B - Commercial - Remodel	923 E MACARTHUR	ONPOINT CONSTRUCTION, LLC	REMODEL	30,000	1,250	\$317.00
20211039	11/17/2021	B - Residential - Add On	329 N AYDELOTTE	AMERICAN HOME DESIGN & CONSTRUCTION CO LLC	ADD ON - GARAGE	89,000	2,678	\$573.58
20211057	11/23/2021	B - Residential - New	31710 LAKE RD	HENRY DAVIS	NEW CONSTRUCTION	216,814	2,220	\$476.25
20211027	11/15/2021	B - Residential - New	524 N DOROTHY AVE	ACOCK PROPERTIES, LLC	NEW CONSTRUCTION	60,000	887	\$192.99
20211026	11/15/2021	B - Residential - New	522 N DOROTHY AVE	ACOCK PROPERTIES, LLC	NEW CONSTRUCTION	60,000	887	\$192.99
20211025	11/15/2021	B - Residential - New	520 N DOROTHY AVE	ACOCK PROPERTIES, LLC	NEW CONSTRUCTION	60,000	887	\$192.99
20211010	11/10/2021	B - Residential - New	4522 RED BIRD RD	BRYAN LITTLE HOMES	NEW CONSTRUCTION	180,000	2,503	\$1,261.39
20211009	11/10/2021	B - Residential - New	4520 RED BIRD RD	BRYAN LITTLE HOMES	NEW CONSTRUCTION	182,000	2,519	\$1,324.71

20210976	11/4/2021	B - Residential - New	4524 RED BIRD RD	RICK LANDES	NEW CONSTRUCTION	172,580	2,149	\$1,190.63
20210975	11/4/2021	B - Residential - New	4523 RED BIRD RD	RICK LANDES	NEW CONSTRUCTION	176,600	2,170	\$1,190.63
20211066	11/29/2021	B - Residential - Remodel	16712 MAGNINO RD	LORA J DAVIS	REMODEL	30,000	600	\$132.00
20211052	11/22/2021	B - Residential - Remodel	512 N UNION AVE	WALTER & BRENDA CHRISTENSEN	REMODEL	17,000	1,077	\$233.36
20211051	11/22/2021	B - Residential - Remodel	1304 W DEWEY ST	CARA MACK	REMODEL	15,800	1,284	\$277.35
20211043	11/18/2021	B - Residential - Remodel	806 W 9TH	WALLACE WILLIAMS	REMODEL	12,000	864	\$188.10
20211036	11/17/2021	B - Residential - Remodel	24 E MIDLAND ST	RACHEL LOUDON	REMODEL	12,000	1,978	\$54.50
20210977	11/4/2021	B - Residential - Remodel	105 W FEDERAL	MELISSA WALKER	REMODEL	50,000	1,500	\$323.25
20210973	11/4/2021	B - Residential - Remodel	2103 E MAIN ST	JERRY MASON	RE-ROOF	0	0	\$29.50
20210952	11/1/2021	B - Residential - Remodel	517 N MEAD AVE	L & L CONSTRUCTION SOLUTIONS, LLC	REMODEL	82,600	1,285	\$277.56
20211031	11/16/2021	B - Solar Panels	1302 N BEARD AVE	MARC JONES CONSTRUCTION, LLC dba SUNPRO SOLAR	NEW INSTALLATION	36,674	460	\$156.75
20211001	11/9/2021	B - Solar Panels	2313 ROBINWOOD CIR	SUNPRO SOLAR	NEW INSTALLATION	26,936	332	\$129.55
20210984	11/5/2021	B - Solar Panels	15028 DRUMMOND RD	SHINE SOLAR	NEW INSTALLATION	49,029	513	\$168.01
20211021	11/15/2021	B - Storm Shelter	1400 E FARRALL ST	GLORIA DUNCAN	NEW INSTALLATION	3,300	48	\$29.50
20211075	11/30/2021	E - Electrical	23 QUAIL RIDGE	BOB GENZER ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20211065	11/29/2021	E - Electrical	424 S LOUISA	FULL SPEED ELECTRIC	REPLACE	0	0	\$54.50
20211064	11/29/2021	E - Electrical	833 E MAIN	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50

20211050	11/19/2021	E - Electrical	41500 WOLVERINE RD	M & J CONTRACTORS, LLC	NEW SERVICE BLDG B	0	0	\$154.50
20211049	11/19/2021	E - Electrical	41500 WOLVERINE RD	M & J CONTRACTORS, LLC	UPGRADE SERVICE BLDG A	0	0	\$154.50
20211046	11/18/2021	E - Electrical	2105 N MINNESOTA	BERL STINSON ELECTRIC CO	NEW INSTALLATION	0	0	\$54.50
20211040	11/17/2021	E - Electrical	31101 INGRAM RD	FULL SPEED ELECTRIC	NEW SERVICE	0	0	\$54.50
20211038	11/17/2021	E - Electrical	4920 N AUTOMALL DR	TREK ELECTRIC	NEW INSTALLATION	0	0	\$104.50
20211032	11/17/2021	E - Electrical	500 W UNIVERSITY	ETCHISON ELECTRIC	NEW INSTALLATION	0	0	\$54.50
20211030	11/16/2021	E - Electrical	1119 W DEWEY ST	M M ELECTRIC	SERVICE / REMODEL	0	0	\$104.50
20211018	11/12/2021	E - Electrical	211 E SEVERN	BOB GENZER ELECTRIC	REWIRE HOUSE INSTALL 200 WT SERVICE	0	0	\$54.50
20211011	11/10/2021	E - Electrical	614 W WOOD	SOLID STATE ELECTRIC	REMODEL	0	0	\$54.50
20211000	11/9/2021	E - Electrical	15028 DRUMMOND RD	SHINE SOLAR	NEW INSTALLATION	0	0	See 20210984 For payment
20210991	11/8/2021	E - Electrical	324 E MAIN ST	K & S ELECTRIC	REMODEL	0	0	\$54.50
20210986	11/5/2021	E - Electrical	3946 N KICKAPOO AVE #8	PATRIOT POWER SERVICE	REMODEL	0	0	\$54.50
20210985	11/5/2021	E - Electrical	1414 N KENNEDY AVE	SHAWVER & SON, INC	REMODEL	0	0	\$54.50
20210974	11/4/2021	E - Electrical	9 E BURNS	OSBORNE ELECTRIC	REPLACE SERVICE (UPGRADE)	0	0	\$54.50
20210970	11/3/2021	E - Electrical	1201 E MAIN	CNR ELECTRIC	REMODEL	0	0	\$54.50
20210964	11/3/2021	E - Electrical	1229 N HARRISON	BOB'S ELECTRIC	REPLACE	0	0	\$54.50
20210963	11/2/2021	E - Electrical	412 S MARKET AVE	CASEY ELECTRIC	REMODEL	0	0	\$54.50
20210960	11/2/2021	E - Electrical	1801 N KICKAPOO	ADVANCED ELECTRIC INC	REMODEL	0	0	\$54.50
20210958	11/2/2021	E - Electrical	513 N MEAD AVE	HOMESTEAD ELECTRIC	REMODEL	0	0	\$54.50
20210950	11/1/2021	E - Electrical	111 S KICKAPOO AVE	ALL PHASE ELECTRIC, INC	NEW SERVICE POLE	0	0	\$54.50
20210949	11/1/2021	E - Electrical	627 N IONE	BOBS ELECTRIC	REPLACE	0	0	\$54.50

20210968	11/3/2021	E - Engineering Project	400 W INDEPENDENCE ST	EMC SERVICES LLC	PLAN SET	0	0	\$25.00
20210967	11/3/2021	E - Engineering Project	400 W INDEPENDENCE ST	MTZ CONSTRUCTION	PLAN SET	0	0	\$25.00
20211076	11/30/2021	M - Mechanical	4107 N POTTENGER	SPARKS HEAT & AIR, INC	CHANGE OUT	0	0	\$29.50
20211073	11/30/2021	M - Mechanical	11 E MACARTHUR	LOVES HVAC	CHANGE OUT	0	0	\$79.50
20211063	11/29/2021	M - Mechanical	1810 N HARRISON AVE	INNOVATIVE AIR	CHANGE OUT	0	0	\$54.50
20211062	11/29/2021	M - Mechanical	1810 N HARRISON AVE	INNOVATIVE AIR	CHANGE OUT	0	0	\$54.50
20211061	11/29/2021	M - Mechanical	1810 N HARRISON AVE	INNOVATIVE AIR	CHANGE OUT	0	0	\$54.50
20211060	11/29/2021	M - Mechanical	1810 N HARRISON AVE	INNOVATIVE AIR	CHANGE OUT	0	0	\$54.50
20211042	11/17/2021	M - Mechanical	2264 GRAY DOVE DR	WATKINS HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211034	11/17/2021	M - Mechanical	2103 N LEO AVE	WATKINS HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211033	11/17/2021	M - Mechanical	2508 DEER VALLEY DR	WATKINS HEAT & AIR	CHANGE OUT	0	0	\$79.50
20211024	11/15/2021	M - Mechanical	812 N PENNSYLVANIA AVE	ACOCK CLIMATE CONTROL	REPAIR	0	0	\$54.50
20211008	11/10/2021	M - Mechanical	2 CASTLE CREEK PL	SUNBELT HEATING AND AIR CONDITIONING, INC	REMODEL	0	0	\$129.50
20211007	11/10/2021	M - Mechanical	19 CHEROKEE	SUNBELT HEATING AND AIR CONDITIONING, INC	REMODEL	0	0	\$79.50
20211006	11/10/2021	M - Mechanical	4411 N CHAPMAN	SUNBELT HEATING AND AIR CONDITIONING, INC	REMODEL	0	0	\$54.50
20211004	11/10/2021	M - Mechanical	10 DEL RANCHO LN	A-BETTER HEATING & AIR CONDITIONING	CHANGE OUT	0	0	\$179.50
20210998	11/9/2021	M - Mechanical	2110 N TUCKER AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$79.50

20210996	11/9/2021	M - Mechanical	215 N PESOTUM	METRO HVAC	CHANGE OUT	0	0	\$79.50
20210995	11/9/2021	M - Mechanical	513 N MEAD AVE	METRO HVAC	CHANGE OUT	0	0	\$79.50
20210988	11/5/2021	M - Mechanical	508 S CHAPMAN AVE	KTR HEATING AND COOLING	CHANGE OUT	0	0	\$54.50
20210965	11/3/2021	M - Mechanical	1229 N HARRISON	WATKINS HEAT & AIR	REMODEL	0	0	\$54.50
20210957	11/1/2021	M - Mechanical	1818 W FEDERAL	SPARKS HEATING & AIR	CHANGE OUT	0	0	\$67.00
20210953	11/1/2021	M - Mechanical	308 MATT ST	ADVENT MECHANICAL	CHANGE OUT	0	0	\$104.50
20211059	11/29/2021	O - Curb Cut, Driveway and Sidewalk	1109 MUIRFIELD DR	MARK DOUGLAS	REPLACE EXISTING	0	0	\$50.00
20211012	11/12/2021	O - Demolition and Moving	731 N PENNSYLVANIA	K & M DIRT SERVICES		0	0	\$50.00
20210969	11/3/2021	O - Demolition and Moving	830 E RIDGEWOOD ST	MEIER AND SON DEMOLITION LLC	DEMOLITION	0	0	\$50.00
20210955	11/1/2021	O - Demolition and Moving	433 E WALLACE ST	K & M WRECKING	DEMOLITION	0	0	Done for City
20211045	11/18/2021	O - Paving Cut and Boring	419 N AYDELOTTE	B & H CONSTRUCTION	STREET CUT	0	0	ONG
20211044	11/18/2021	O - Paving Cut and Boring	1420 N HARRISON	B & H CONSTRUCTION	STREET CUT	0	0	ONG
20210992	11/8/2021	O - Paving Cut and Boring	801 S BEARD	B & H CONSTRUCTION	STREET CUT	0	0	ONG
20211072	11/30/2021	O - Sign	805 W AYRE	SIGN FACTORY LLC	NEW INSTALLATION	1,050	156	\$50.00
20211071	11/30/2021	O - Sign	1510 N KICKAPOO SUITE 5	SIGN FACTORY LLC	NEW INSTALLATION	2,000	32	\$50.00
20211070	11/29/2021	O - Sign	4848 N KICKAPOO AVE	CLOVER SIGNS	REPLACE EXISTING	1,000	14	\$50.00
20211069	11/29/2021	O - Sign	4848 N KICKAPOO AVE	CLOVER SIGNS	REPLACE EXISTING	2,000	35	\$50.00
20211068	11/29/2021	O - Sign	4848 N KICKAPOO AVE	CLOVER SIGNS	REPLACE EXISTING	3,000	99	\$50.00
20211067	11/29/2021	O - Sign	4848 N KICKAPOO AVE	CLOVER SIGNS	REPLACE EXISTING	1,995	15	\$50.00

20211056	11/23/2021	O - Sign	120 N BELL	SIGN WORKS	REPLACE EXISTING	500	75	\$50.00
20211048	11/16/2021	O - Sign	3900 N UNION AVE	CUTTING EDGE SIGNS	NEW INSTALLATION	14,000	352	\$50.00
20211015	11/12/2021	O - Sign	911 E MACARTHUR	REBEL SIGN COMPANY LLC	MONUMENT SIGN	86,000	276	\$0.00
20210983	11/5/2021	O - Sign	3304 N KICKAPOO AVE	G & S SIGN SERVICES	WALL SIGN	10,000	40	\$50.00
20210982	11/5/2021	O - Sign	3304 N KICKAPOO AVE	G & S SIGN SERVICES	GROUND SIGN	1,000	3	\$50.00
20210981	11/5/2021	O - Sign	3304 N KICKAPOO AVE	G & S SIGN SERVICES	WALL SIGN	10,000	40	\$50.00
20210980	11/5/2021	O - Sign	3304 N KICKAPOO AVE	G & S SIGN SERVICES	GROUND SIGN	1,000	3	\$50.00
20210979	11/5/2021	O - Sign	3304 N KICKAPOO AVE	G & S SIGN SERVICES	PYLON	40,000	112	Denied
20210978	11/4/2021	O - Sign	1939 N HARRISON	ACURA NEON, INC	REPLACE EXISTING	1,405	0	\$100.00
20210962	11/2/2021	O - Sign	4903 N UNION	ALPHAGRAFFIX INC	ADD	0	0	\$50.00
20211077	11/30/2021	P - Plumbing	2005 BROOK HOLLOW	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20211055	11/23/2021	P - Plumbing	3523 N MARKET	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211054	11/22/2021	P - Plumbing	602 POOL PL	ROWDY BOYS PLUMBING	REMODEL	0	0	See 20211053 For payment
20211053	11/22/2021	P - Plumbing	15 JUEL DR	ROWDY BOYS PLUMBING	REMODEL	0	0	\$109.00
20211037	11/17/2021	P - Plumbing	626 W DEWEY	ALL ABOUT PLUMBING	REPAIR	0	0	\$54.50
20211029	11/16/2021	P - Plumbing	1200 W BENEDICT	DALE'S PLUMBING	REPAIR	0	0	See 20211028 For payment
20211028	11/16/2021	P - Plumbing	701 N TUCKER	DALE'S PLUMBING	REPAIR	0	0	\$109.00
20211022	11/15/2021	P - Plumbing	209 N KIMBERLY AVE	SALZER PLUMBING & MORE	REPAIR	0	0	\$54.50
20211020	11/15/2021	P - Plumbing	724 N HARRISON AVE	JIMMY'S PLUMBING	REPAIR	0	0	\$54.50
20211019	11/15/2021	P - Plumbing	2110 N TUCKER AVE	JIMMY'S PLUMBING	REPAIR	0	0	\$54.50
20211016	11/12/2021	P - Plumbing	40601 WOLVERINE RD	COMPLETE PLUMBING	GAS PRESSURE TEST	0	0	\$54.50
20211014	11/12/2021	P - Plumbing	1224 N PENNSYLVANIA	DALE'S PLUMBING	REPLACE	0	0	\$54.50

20211013	11/12/2021	P - Plumbing	731 E INDEPENDENCE	DALE'S PLUMBING	REPAIR	0	0	\$54.50
20211005	11/10/2021	P - Plumbing	517 N MEAD AVE	GLENN SEIDL PLUMBING	REMODEL	0	0	\$54.50
20211003	11/9/2021	P - Plumbing	1102 N LOUISA AVE	AIR COMFORT SOLUTIONS	CHANGE OUT	0	0	\$54.50
20210997	11/9/2021	P - Plumbing	1301 N HARRISON	THUNDER MECHANICAL SERVICES	REPAIR/REPLACE	0	0	\$54.50
20210994	11/8/2021	P - Plumbing	304 S OKLAHOMA	COWBOYS PLUMBING	REPAIR	0	0	\$54.50
20210990	11/5/2021	P - Plumbing	2011 N BONITA SHAWNEE	CND PLUMBING	REMODEL	0	0	\$54.50
20210989	11/5/2021	P - Plumbing	1947 N LOUISA	CND PLUMBING	REPAIR	0	0	\$54.50
20210972	11/4/2021	P - Plumbing	601 N BROADWAY #9	HOLLOWELL PLUMBING	REPAIR	0	0	\$54.50
20210971	11/3/2021	P - Plumbing	1129 N UNION	STANLEY PLUMBING SERVICES	RESET	0	0	\$54.50
20210966	11/3/2021	P - Plumbing	1101 N UNION	CS PLUMBING	REPAIR	0	0	\$54.50
20210961	11/2/2021	P - Plumbing	1704 E MAIN	VETERAN PLUMBING SERVICES LLC	REPAIR	0	0	\$54.50
20210959	11/2/2021	P - Plumbing	201 N BROADWAY	AIRBENDERS HEAT & AIR	REPLACE	0	0	\$54.50
20210954	11/1/2021	P - Plumbing	713 N MADELINE DR	HERMAN'S PLUMBING	CHANGE OUT	0	0	\$54.50
20210948	11/1/2021	P - Plumbing	37 SEQUOYAH	AIRCO SERVICE, INC	CHANGE OUT	0	0	\$54.50
20211078	11/30/2021	P - Septic	31902 HOMER LN	FIRESTORM	NEW INSTALLATION	0	0	\$25.00
20211047	11/18/2021	P - Well	1451 E 45TH ST	LOMAN DRILLING, INC	NEW INSTALLATION	0	0	\$100.00
20210951	11/1/2021	P - Well	1451 E 45TH ST	LOMAN DRILLING, INC	NEW INSTALLATION	0	0	Denied
20210987	11/5/2021	PC - Plat - Final	41500 WOLVERINE RD	STEPHEN LANDES, LANDES ENGINEERING, LLC	FINAL PLAT	0	0	\$249.00
20210993	11/8/2021	PC - PUD (Planned Unit Development)	1420 N HARRISON	STP SOLUTIONS, INC	PUD	0	0	\$600.00
20211058	11/24/2021	PC - Zoning Change	503 POOL PL	RANDY & PAULA LAUDERDALE	REZONE	0	0	\$330.00
								\$22,193.09



Office of the Recreation Department

Meeting Minutes
Parks and Recreation Advisory Board
August 12, 2021 - 3:30pm
Senior Recreation Center
401 N Bell, Shawnee, OK 74801

		Present	Absent
Chairman	Chad Payn	<u> X </u>	<u> </u>
Member	Sue Winterringer	<u> X </u>	<u> </u>
Member	Zack Foster	<u> </u>	<u> X </u>
Member / Secretary	Jennifer Bell	<u> </u>	<u> X </u>
City Commissioner	Bob Weaver	<u> X </u>	<u> </u>
City Staff	Kerri Foster	<u> </u>	<u> X </u>
City Staff	Brad Schmidt	<u> X </u>	<u> </u>
City Staff	Amy Riggins	<u> X </u>	<u> </u>
City Staff	Clint Bowen	<u> X </u>	<u> </u>
City Staff	Cody Ellis	<u> X </u>	<u> </u>

AGENDA NO 1 Call to Order

AGENDA NO 2 Roll call and Declaration of a Quorum

AGENDA NO 3 Approval of previous minutes

Motion by Bob Weaver for Minutes from May 13th meeting to be approved. Seconded by Sue Winterringer. Motion passed.

AGENDA NO 4 Guest Speaker, Peggy Cook, Shawnee Public Library

Peggy Cook provided an overview of the "Story Walks" program which the Shawnee Public Library is planning. The current project will utilize federal funds to help increase literacy skills and healthy

living skills. Similar programs were recently added in Tecumseh and McLoud. Brad Schmidt has been working with the library to provide support as they finalize their plans to add a Story Walk trail at the Boy Scout/Rotary Park. It will be especially focused for children and families, but any age can participate on the self-guided story walk, with stories periodically updated. Once this program launches, families will be encouraged to participate and send photos to the library to track their progress and receive small awards.

AGENDA NO 5 Staff and Programming Updates

Senior Recreation Center activities continue to go well and slowly increase participations. Splash Waterpark closed out a successful season on August 11th. Brad Schmidt provided an update on the Parks Master Plan with a tentative timeline. Updates will be forthcoming.

AGENDA NO 6 Discussion

Short discussion on new position of Aquatics Coordinator in Recreation. Position is approved, but not yet posted.

AGENDA NO 7 New Business

There was no new business.

Adjournment:

Date 12-10-21

Chairman Chad Pass

ZONING BOARD OF ADJUSTMENT

DATE: August 19, 2021

The Zoning Board of Adjustment met at a regularly scheduled meeting on Thursday, August 19, 2021 at 2:30 p.m. in the Commission Chambers at City Hall, Shawnee, Oklahoma, Pottawatomie County, pursuant to notice duly posted as prescribed by law.

AGENDA ITEM NO. 1: Roll Call

Upon roll call the following Board members were present Holly Gordon, Brandon Dyer, and Crystal Richardson. Board member Mark Cannon was noted as absent.

A quorum was declared present.

AGENDA ITEM NO. 2: Consideration of approval of the minutes from the regular meeting of the Zoning Board of Adjustment on June 17, 2021.

Board member Cannon made a motion to approve the minutes as presented to form, which was seconded by Board member Richardson.

The motion passed 3-0-0.

AYE: Dyer, Gordon, Richardson

NAY: None

ABSTAIN: None

AGENDA ITEM NO. 3: Case #ZBOA02-21– Public hearing and consideration of approval of a sign variance request to add a second freestanding sign of 35' and replace the existing 20' sign with a 35' sign for a 7.9-acre tract located at 4921 N. Automall Drive.

Applicant: Dalmarc Signs on behalf of Joe Cooper

Planning Director Rebecca Blaine presented the staff report. She stated the applicant was requesting three variance requests with the application. Director Blaine referenced the Zoning Code in *Sec. 3-190. – Other commercial and industrial zoning districts*, which states:

- 1) *One freestanding sign per location is permitted for a single business or a group of businesses which share common access and parking facilities, provided that an additional sign location shall be permitted for each 150 lineal feet of frontage.*

Director Blaine explained that the company's cul-de-sac has approximately 115' road frontage. She continued referencing the Zoning Code **Section 3-190.3**, which states, *the maximum {sign} height shall be 20 feet above grade level, except as provided in subsection (e)(1)b of this section*. Subsection **(d)** provides size standards for freestanding signs, which states:

- 1) *The display surface area shall be permitted on the basis of two square feet of sign for each one lineal foot of frontage, up to the following maximum size. For C-5, CP and C-3 districts, 400 square feet.*

Director Blaine explained that the business has 115' of road frontage at widest point of cul-de-sac, which equals a maximum of 230' square feet for signage. The current proposed signs are 124.9 sq. ft. and 158.58 sq. ft. for a total of 283.48 square feet. This exceeds the maximum size allowed by 53.48 square feet.

Director Blaine advised that the airport obstruction evaluation came back clear. She further explained that the City of Shawnee's existing sign code was from 1990. With the overhaul of the Zoning Code and Subdivision Regulations, a new sign code was quickly approaching. Blaine advised that the City intends to increase the regulations on signs by shrinking permissible heights, quantities, and DSAs (display surface areas) on new signage.

Director Blaine stated the variance application lacked necessary hardship to grant the additional sign requested, as well as, lacked a hardship to grant the variance requests to allow an additional fifteen-feet in height per sign for two (2) thirty-five feet (35') signs instead the maximum allowable height of twenty-feet (20').

Based upon the findings staff recommended the **denial** of variance application **ZBOA02-21**.

Property owner Joe Cooper addressed the Board. Mr. Cooper passed out a five (5) page document with additional renderings of existing and possible signs. He stated he did not agree with the sign regulations of the Zoning Code and asked the Board members grant the requested variances. The Board members asked questions and offered solutions to best accomplish the request while maintaining the spirit of the code. A concern that an approval would establish precedent, which could lead to future requests for the same variances. The Board members asked for further information about the provided document.

Mr. Cooper conferred with the applicant, a representative of Dalmarc Signs, about the options and suggestions made by the Board. It was determined that the proposed signs on the variance application and the signs on the provided document did not align with the original request. Mr. Cooper asked for additional time to review the possible signs from Dalmarc, the corporation's requirements, and the Board's proffered solutions.

Board member Burg made a motion to defer the application to a future meeting with the Board to wait for communication from the applicant, which was seconded by Board member Dyer.
The motion passed 3-0-0.

AYE: Burg, Dyer, Gordon
NAY: None
ABSTAIN: None

AGENDA ITEM NO. 4: **New Business**

Director Blaine had no comments

AGENDA ITEM NO. 5: **Board Members' Comments**

Board members Burg and Dyer had no comments.
Chair Gordon thanked her fellow Board members as they continued to serve the community.

AGENDA ITEM NO. 6 **Adjournment**

The meeting was adjourned at 3:22 p.m.


Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

REGULAR PLANNING COMMISSION MINUTES

DATE: November 3, 2021

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on November 3, 2021, at 1:30 p.m., pursuant to notice duly posted as prescribed by law.

Item 1. Roll Call

The following Commissioners were present:

Present: Walker, Johnson, Deem, Rowell

Absent: Loftis-Walton

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

Item 2. Approval of Minutes

Consideration of approval of the minutes from the regular meeting of September 1, 2021.

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

Commissioner Walker made a motion to **Approve** the minutes as presented, which was seconded by Commissioner Johnson.

Motion passed 4-0-0.

Aye: Walker, Johnson, Deem, Rowell

Nay: None

Abstain: None

Item 3. RZ07-21

RZ07-21 - Public hearing and consideration of an application to rezone property located at 1404 E. 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District) to allow construction of a duplex or triplex.

Case No. **RZ07-21**, Applicant: Ethan Acock

Chairperson Deem asked for a staff report. Planner Clyne stated the application was to rezone property located at 1404 E 7th Street. Clyne discussed the staff report and stated that the **subject property is zoned R-1 (Single-Family Residential District)**. To the east properties are zoned R-1. To the south, across Walnut Street properties are zoned both R-1 and R-2 (Medium Density Residential District). To the west, crossing Pesotum Avenue, the properties are zoned R-3 (Multifamily Residential District). To the north, across Main Street, the zoning districts include R-1, R-2, and C-1 (Neighborhood Commercial District).

Zoning exists to avoid adjacent placement of incompatible uses. The stepping down concept is used to separate the most intense zoning district with 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 most dense Residential district in Shawnee is R-3 (Multifamily), followed by R-2, R-1, and ending with RE (Residential Estate District).

RE lots require a minimum of one-acre of land to be buildable. The street frontage is the longest width, and the building setbacks are the most restrictive. On the opposite end, an R-3 lot can be smaller, require less street frontage, and have building setbacks that allow buildings constructed more closely together. The subject property is adjacent to R-3 on one side (west) and R-1 on the other side (east). The rezoning of the lot in between the two districts to R-2 is a logical conclusion using best planning practices. The subject property meets the dimension standards for R-2 District and is an appropriate buffer between the two residential districts.

Staff recommended that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ07-21**, which is to rezone property located at 1404 E. 7th Street from R-1 (Single-Family Residential District) to R-2 (Medium Density Residential District).

Commissioner Johnson made a motion to recommend **Approval** of Case No. **RZ07-21** to the City Commission, which was seconded by Commissioner Rowell. Following any discussion, the motion **passed 4-0-0**.

Aye: Walker, Johnson, Deem, Rowell
Nay: None
Abstain: None

It was announced the item would be heard at the November 15, 2021 City Commission meeting.

Item 4. City Planner's Report

Commissioner Cami Engles had resigned from the Planning Commission in order to serve on the City Commission. Additionally, Jay Lester had submitted his letter of resignation; he was moving outside Shawnee city limits.

Item 5. New Business

Item 6. Commissioners' Comments

Commissioner Walker asked about vacancies on the Planning Commission. Clyne encouraged the Commissioners present to let potential board members know there was a volunteer application on the City's website.

Chair Deem suggested that the Planning Commission vote regarding public participation at a future meeting.

Item 7. Adjournment

Meeting was adjourned at 1:59 p.m. by the power of the Chair.



Chair/Vice-Chair

/s/ Rachel Clyne
City Planner

Regular Board of Commissioners

2. c.

Meeting Date: 12/20/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Wanda Hill from the Senior Citizens of Shawnee Board.

Attachments

Resignation

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: FW: [EXTERNAL EMAIL]Letter of Resignation from Shawnee Senior Center Board
Date: Thursday, December 16, 2021 6:48:33 AM

From: [REDACTED] **Sent:** Tuesday, December 14, 2021 5:19:50 PM
To: Kerri Foster Amy L. Riggins
Subject: [EXTERNAL EMAIL]Letter of Resignation from Shawnee Senior Center Board

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

December 14, 2021

Attention Shawnee Senior Center Board of Directors:

It is with regret that I submit my resignation immediately (12/15/2021) as Chair and member of our Board. It has been my pleasure getting to serve with you; however, [REDACTED]

My prayer is for God's guiding hand to bless the leadership for our center, the volunteers & those leading the activities.

As Ever,

Wanda Hill
[REDACTED]
[REDACTED]

Regular Board of Commissioners

2. d.

Meeting Date: 12/20/2021

Resignation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge the resignation of Clif Harden from the Shawnee Community Beautification Committee.

Attachments

Resignation

Kacie Eck

From: Kacie Eck
Sent: Thursday, December 16, 2021 2:11 PM
To: Kacie Eck
Subject: FW: [EXTERNAL EMAIL]Re: Published City of Shawnee Agenda Notification

From: clif harden
Sent: Thursday, December 16, 2021 1:23 PM
To: Mikaylia M. Stewart
Subject: [EXTERNAL EMAIL]Re: Published City of Shawnee Agenda Notification

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

Good afternoon!

It seems my job has taken a turn to where attending Thursdays at 1600 is challenging. I have already missed 2 meetings and it seems I would also miss today's. That being said, I reluctantly tender my resignation from the Shawnee Beautification Committee, effective immediately.

I appreciate this experience and I apologize for not being able to fulfill my entire commitment.

V/r
Clif Harden

Regular Board of Commissioners

2. e.

Meeting Date: 12/20/2021

Mayor's Appointments

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Mayor's Appointments:

Planning Commission

---Mindy Mew-Palmer 1st Partial Term Expires: June 1, 2024

Replaces Walter "Jay" Lester – Resigned

Shawnee Civic and Cultural Development Authority

Tim Barrick 3rd Full Term Expires: December 31, 2025

Reappointment

Shawnee Housing Authority

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

Reappointment

Mike Vorndran 2nd Full Term Expires: February 1, 2025

Reappointment

Traffic Commission

Reuben Peltier 2nd Full Term Expires: January 1, 2025

Reappointment

Jeanne Swinney 1st Partial Term Expires: January 1, 2024

Replaces Steve Reese – Resigned

Attachments

Palmer

Barrick

Gordon

Vorndran

Peltier

Swinney



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: _____	Application Date: _____
Address: _____	Date of Birth: _____
Mailing Address: _____	
Daytime Phone: _____	Fax: _____ Email: _____
Profession: _____	
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? _____

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?

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 _____

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Tim Bevrick</u>	Application Date: _____
Address: <u>2518 Winged Foot Way</u>	Date of Birth: <u>2-21-61</u>
Mailing Address: _____	
Daytime Phone: <u>405-740-2898</u>	Fax: <u>405 273-8849</u> Email: <u>suprx@shglobal.net</u>
Profession: <u>Pharmacist</u>	
Business Name: <u>The Clinic Pharmacy</u>	
Business Address: <u>3210 Kettley Rd Shawnee OK 74804</u>	
Business Phone: <u>405 273-9417</u>	Fax: <u>405-273-8849</u> Email: <u>suprx@shglobal.net</u>

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

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

If so, please list the board/committee: SCCDA

How many years have you lived in Shawnee? 40+ years

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

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

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

To be a team player - on a group that
~~plans~~ oversees a really big event.

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 a good listener and feel like I'm fair-minded

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

Rotary

List education, including degree(s) earned:

OU College of Pharmacy, St. Greg's

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

Not that I can think of.

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
Bill Osborn	Partner	1 918 542 0197
Gordon Richards	Partner	405 200 9020
Patrick Hall	Friend	405 650 2034

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 Ji Bunn

Date 12-16-21

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

Send completed application to:

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

From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: SHA Reappointment - Gordon
Date: Thursday, December 9, 2021 2:59:43 PM

From: Holly Gordon
Sent: Tuesday, November 2, 2021 2:44 PM
To: Julie ; Lisa Lasyone
Cc: RANDY THOMASON
Subject: [EXTERNAL EMAIL]Re: FW: Shawnee Housing Authority Information

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

Good afternoon all,

Yes, I would like to continue serving on the Shawnee Housing Authority and be reappointed in February, 2022.

There are no changes to my application and thank you for bringing this to my attention.

Sincerely,

Holly



APPLICATION TO SERVE
Boards, Committees and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

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

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

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

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

How many years have you lived in Shawnee? 25+

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

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

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

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

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

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

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

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

List education, including degree(s) earned:

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

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

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

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

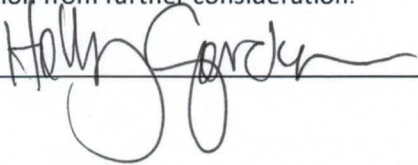
Please include up to three personal or professional references:

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

PLEASE READ CAREFULLY:

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 10/20/2019

Revised July 12, 2019

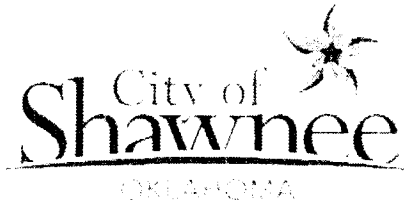
From: [Kacie Eck](#)
To: [Kacie Eck](#)
Subject: SHA Reappointment - Vorndran
Date: Thursday, December 9, 2021 2:58:36 PM

From: Michael Vorndran
Sent: Tuesday, November 16, 2021 4:30 PM
To: Lisa Lasyone
Subject: [EXTERNAL EMAIL]SHA Reappointment

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

Lisa,
Julie Lee at Shawnee Housing Authority has informed me that my term will expire in February.
Please accept this email as my request to be reappointed for a second term.

Thank you,
Mike Vorndran



APPLICATION TO SERVE
Boards, Committees and Commissions

Appointment
Reappointment – Partial/First/Second Term

Name: <u>MIKE VORNDRAN</u>	Application Date: <u>12/15/17</u>
Address: <u>11 E. FRANKLIN ST.</u>	Date of Birth: <u>9/10/53</u>
Mailing Address: <u>SHAWNEE, OK 74804</u>	
Daytime Phone: <u>405-590-7469</u> Fax: <u>405-273-4384</u>	Email: <u>MVM06@SBCGLOBAL.NET</u>
Profession: <u>PHARMACIST</u>	
Business Name: <u>MEDICINE SHOPPE</u>	
Business Address: <u>1006 N. HARRISON SHAWNEE 74801</u>	
Business Phone: <u>405-273-7360</u> Fax: <u>405-273-4384</u>	Email: <u>0736@MEDICINESHOPPE.COM</u>

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? 31

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?

I AM CURRENTLY WORKING FEWER HOURS AND MY SCHEDULE
WILL ALLOW ME TO SERVE MY COMMUNITY IN WAYS I
COULD NOT PREVIOUSLY

Revised April 4, 2017

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 WOULD BRING A COMMITMENT TO THIS COMMUNITY
AND WILLINGNESS TO LEARN. I DON'T CURRENTLY
HAVE SPECIFIC RELEVANT KNOWLEDGE.

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

VOLUNTEER HEALTH CLINIC (BOARD MEMBER 17 YRS)
LIBRARY VOLUNTEER (TUTORING)

List education, including degree(s) earned:

BS PHARMACY

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:

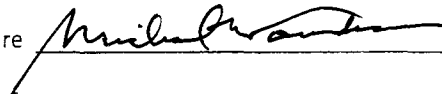
Please include up to three personal or professional references:

Name	Relationship	Telephone Number
CINDY FAIN	OK PHARMACY BOARD	521-3185
CINDY LANTZ	SHAWNEE CHAMBER	273-6092
RON HENDERSON	DEMCO PRINTING	273-8888

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 12/15/17

Revised April 4, 2017



PRESENTED TO CITY COMMISSION

Date _____

Action _____

APPLICATION TO SERVE
Boards, Committees and Commissions

☐ Appointment
☒ Reappointment – Partial/First/Second Term

Name: <u>Reuben M. Peltier</u>	Application Date: <u>12-05-2021</u>
Address: <u>2412 wingedFoot way Shawnee OK 74804</u>	Date of Birth: <u>05-06-1970</u>
Mailing Address: <u>P.O. Box 3071 Shawnee OK 74802</u>	
Daytime Phone: <u>405-410-2647</u> Fax: _____	Email: <u>PLZService@yahoo.com</u>
Profession: <u>Self Employed</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: Shawnee Traffic Commission

How many years have you lived in Shawnee? 51

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?

help, finally have a full board.

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 show up

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

Shawnee Bridges OUT of Poverty

List education, including degree(s) earned:

High School

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

Traffic Commission

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
<u>Chick Mills</u>	<u>friend</u>	<u>405-388-1600</u>
<u>Jim Kirby</u>	<u>friend</u>	<u>405-476-5831</u>
<u>Jerry O'Conner</u>	<u>friend</u>	<u>405-659-8434</u>

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

[Signature]

Date

12-05-2021



APPLICATION TO SERVE
Boards, Committees and Commissions

☒ Appointment
☐ Reappointment – Partial/First/Second Term

Name: <u>Jeanne Swinney</u>	Application Date: <u>12-13-2021</u>
Address: <u>717 W. Dewey</u>	Date of Birth: <u>07-30-64</u>
Mailing Address: <u>717 W. Dewey</u>	
Daytime Phone: <u>405-830-8210</u> Fax: _____	Email: <u>80smuzic@gmail.c</u>
Profession: <u>Retired Music Educator</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? 24

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 have lived here for many years and would like to actively serve the community.

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

As a teacher, I worked with families from many different backgrounds and various needs. I feel this experience would me communicate with members of the community, as well as other members of the commission.

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

I am not involved currently, but it is my desire to become active.

List education, including degree(s) earned:

Graduate of Barnsdall High School, Attended OU, Received BA degree from Northeastern State University in Tahlequah.

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
Dee Dee (Diana) Hall	Friend	405-788-9987
Kristi Heilaman	Former Coworker	405-642-4229
Steve Reese	Friend	405-596-6561

PLEASE READ CAREFULLY:

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

Signature Jeanne Swinney

Date 12-13-2021

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

Send completed application to:

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

Regular Board of Commissioners

2. f.

Meeting Date: 12/20/2021

Union Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2021-2022.

Attachments

Memo

Agreement



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2021-2022.

Background: This agreement was approved by International Union of Police Association (IUPA) Local No. 3 and the City Manager's Office on July 29, 2021. In reviewing the associated materials, it was determined that the agreement had not been formally approved by the City of Shawnee Board of Commissioners.

This is a housekeeping item to provide the formal approval of the agreement.

Financial Impact: The financial impact that was not previously budgeted is approximately \$901,718. This is addressed in the companion budget amendment items.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2021-2022

COLLECTIVE BARGAINING AGREEMENT

WITH THE
CITY OF SHAWNEE

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ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2021, and shall remain in full force and effect until the 30th day of June, 2022, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

Section 7.3 The City and the IUPA agree to provide for Lexipol policy changes that conform to the State and Federal law changes or standards set by the Department of Justice.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks, one for each half of the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. Should there not be suitable transportation, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated twelve hundred (\$1,200) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Additionally, each individual officer shall be allocated a one-time bonus of five thousand (\$5,000) dollars for the fiscal year of 2021-22.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers who are CLEET certified will receive the uniform allowance prior to starting their FTO training. Those new hires who are not CLEET certified will be paid their uniform allowance after CLEET advises they are on track to successfully graduate from CLEET and prior to starting their FTO training; however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager or his or her designee. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18

MILITARY LEAVE

Section 18.1 Military leave shall be granted to eligible officers as provided by State Statutes.

- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
- b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer and/or supervisor must report the injury to Human Resources as soon as possible so that necessary care can be arranged by Human Resources.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to absorb changes in the insurance premiums to ensure the employee portion remains at the following amounts (per month) for insurance coverage during fiscal year 2021-2022:

	PPO-750	PPO-1000	PPO-2000
Employee Only:	\$94.80	\$80.46	\$48.10
Employee/Spouse	\$316.12	\$290.20	\$215.14
Employee/Child(ren)	\$228.20	\$199.82	\$134.88
Employee/Family:	\$523.06	\$486.72	\$381.46

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$50,000
Accidental Death	\$50,000
Dismemberment, up to	\$50,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associates Degree	0.24
90	0.36
124 (or Bachelor's degree	0.48
156	0.60
192 (or Master's degree)	0.72

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance – Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive

reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	88%- 92%	\$.20
8. Sharpshooter	96%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City provides officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish each Officer one thousand (1000) rounds of practice ammunition for their department issued duty handgun or approved personal duty handgun provided said handgun is of the same caliber as the department issued handgun. The ammo will be issued as close to the beginning of the fiscal year as possible if available in inventory. An additional two hundred (200) rounds of practice ammunition during the required yearly qualification period. The Officer may decline to receive the ammunition.

Section 22.2 Field Training Officers will receive an additional two (2) hours of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.34
5	.38
6	.43
7	.47
8	.52
9	.56
10	.60
11	.65
12	.69
13	.74
14	.78
15	.82
16	.87
17	.91
18	.96
19	1.00
20	1.05

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon satisfactory completion of FTO the officer will advance to Step 2. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Section 24.4 When a vacancy exists for the position of Captain or Lieutenant and the Chief or their designee fills that position with an interim, the interim will be compensated by placing them in the first pay step of the rank they are assuming. The interim would remain in the first step until they are relieved of that rank or the rank is filled permanently. This compensation would only apply for an interim assuming the higher rank for 30 calendar days or more.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

c. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

a. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

b. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

c. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). Upon receipt of the required documentation, the Chief of Police or his/her designee shall review the submitted documents. If the submitting officer has met all of the requirements to obtain their C.L.E.E.T. Intermediate Law Enforcement Certification, the Chief of Police or his/her designee shall approve the change in status of the submitting officer. The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the equivalent of a two (2) step increase in pay. If the Corporal does not have two (2) additional steps within the Corporal pay scale, the two (2) step increase will be factored using the Sergeant pay scale by starting at the Sergeant pay step equal to but not less than their current rate of pay and increasing by two (2) steps.

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay shall be the equivalent of a two (2) step increase in pay, and shall be determined by the officer moving to the equivalent step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not to be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius from City Limits boundaries Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

1. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A
HOURLY BASE RATE
EFFECTIVE JULY 1, 2021

STEPS	START	FTO	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS
	1	2	3	4	5	6	7	8
NON-CERTIFIED	\$19.48	\$21.00						
CERTIFIED	\$21.62	\$22.21	\$22.88	\$23.56	\$24.27			
CORPORAL STEPS	\$25.42		\$26.01	\$26.65	\$27.28	\$27.93	\$28.59	\$29.45
SERGEANT STEPS			\$29.23	\$30.07	\$30.92	\$31.65	\$32.41	\$33.38
LIEUTENANT STEPS			\$33.14	\$34.07	\$35.02	\$35.84	\$36.71	\$37.81
CAPTAIN STEPS				\$37.76	\$38.67	\$39.61	\$40.57	\$41.79

Approved by Local #3 of the IUPA on the 29th day of July, 2021.



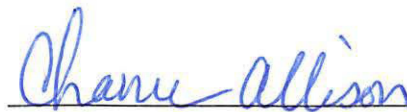
DENNIS RAINS, Vice President

Approved by the City of Shawnee on the 29th day of July, 2021.

CITY OF SHAWNEE



ATTEST:

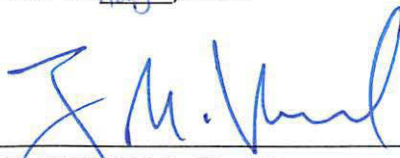


CHANCE ALLISON, City Manager



LISA LASYONE, City Clerk

APPROVED AS TO FORM AND LEGALITY THE 2nd DAY OF August, 2021.



JOE VORNDRAN, City Attorney

Regular Board of Commissioners

2. g.

Meeting Date: 12/20/2021

Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2022-2023.

Attachments

Memo

Agreement



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Acknowledge and approve a Collective Bargaining Agreement with International Union of Police Association (IUPA) Local No. 3 for Fiscal Year 2022-2023.

Background: This agreement was approved by International Union of Police Association (IUPA) Local No. 3 and the City Manager's Office on August 2, 2021. In reviewing the associated materials, it was determined that the agreement had not been formally approved by the City of Shawnee Board of Commissioners.

This is a housekeeping item to provide the formal approval of the agreement.

Financial Impact: Includes a one-time payment of approximately \$182,500 in bonuses as part of the overall financial obligations. This agreement will be funded in the Fiscal Year 2022-2023 budget.

Attachment: Agreement.

Staff Recommendation: Approval of the item.

SHAWNEE POLICE ASSOCIATION

LOCAL #3
AFL-CIO



2022-2023

COLLECTIVE BARGAINING AGREEMENT

WITH THE
CITY OF SHAWNEE

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ARTICLE 1

PREAMBLE

Section 1.1 This Agreement is entered into by and between the City of Shawnee, Oklahoma, a municipal corporation, hereinafter referred to as the City, and the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations, hereinafter referred to as the I.U.P.A. It is the purpose of this Agreement to achieve and maintain a harmonious relationship between the City and the I.U.P.A., to provide for equitable and peaceful adjustment of grievances which may arise, and to establish wages, hours, and other conditions of employment which are deemed to be in the best interest of the public welfare and safety.

ARTICLE 2

RECOGNITION

Section 2.1 The City recognizes the I.U.P.A. as the sole and exclusive bargaining agent for the permanent, full-time commissioned officers employed by the Shawnee Police Department, except the Police Chief and one designated administrative assistant, for the purpose of negotiating wages, hours and other conditions of employment.

Section 2.2 The I.U.P.A. recognizes the City Manager or his designated representative or representatives as the sole representative of the City of Shawnee for the purpose of collective bargaining. The I.U.P.A. agrees to bargain in good faith with the City Manager or his designees in all matters relating to wages, hours, and other conditions of employment. The City agrees to bargain in good faith with the I.U.P.A. in all matters relating to wages, hours, and other conditions of employment.

Section 2.3 Officers shall be on employment probation for a period of twelve (12) months from the date of completion of the FTO Program. Officers on employment probation shall be considered "employees at will" during the probation period, and will not be covered under Article 6 or Article 14 of this agreement during the probationary period. For the purposes of wages and benefits, probationary officers will be covered under the provisions of this Collective Bargaining Agreement.

Section 2.4 Officers on probation as a result of promotion, which shall be a period of six (6) months from the day of promotion, shall be covered by this Agreement, including grievance rights, provided, however, they shall have no grievance rights in the event they are demoted to the classification from which they were promoted, unless such demotion is for disciplinary reasons.

Section 2.5 Officers on disciplinary probation shall be covered by this Agreement, including grievance rights.

ARTICLE 3

AUTHORITY AND TERM

Section 3.1 The City and the I.U.P.A. have, by these agreements, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the I.U.P.A.

Section 3.2 This Agreement shall be effective as of the 1st day of July, 2022, and shall remain in full force and effect until the 30th day of June, 2023, in accordance with the provisions of the Fire and Police Arbitration Act.

Section 3.3 Whenever wages, rates of pay, or any other matters requiring appropriation of moneys by the City are to be included as matters of collective bargaining, it is the obligation of the I.U.P.A. to serve written notice for request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, which is the last day on which moneys can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The City expressly reserves the right to plan, direct, and control all operations not covered by this Agreement relating to the Police Department; and to hire, promote, assign, suspend, or discharge for cause shown, any officer, subject to the Constitution and the Statutes of the State of Oklahoma, the United States Constitution, and the grievance procedures as set forth in this Agreement.

Section 4.2 The City shall have the right to determine the source or sources from which new applicants for work in the Police Department shall be secured and shall be the sole judge of the requirements and qualifications of the officers hired during the term of this Agreement.

Section 4.3 Except as specifically abridged, delegated, granted, or modified by this Agreement, or any supplementary agreements that may hereinafter be made, all rights, power, and authority the City had before the signing of this Agreement are retained by the City, and remain exclusively and without limitations within the rights of the City.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 5.1 All rights, privileges, and benefits of the employees covered by this Agreement or existing prior to this Agreement shall be retained in full force and effect, with the exception of those rights, privileges, or benefits abridged or modified by this Agreement.

ARTICLE 6

POLICE OFFICERS' BILL OF RIGHTS

Section 6.1. Whenever a police officer is under formal investigation the officer shall be advised of his/her right to counsel prior to any interrogation and, absent an intelligent waiver of such rights, the officer shall be entitled to representation by legal counsel during interrogation, and all other proceedings in connection with the investigation, if it is a criminal investigation. The accused officer shall be responsible for his/her own legal fees.

Section 6.2 No officer shall be required to submit to a polygraph examination without his/her express written consent. No disciplinary action or recrimination whatsoever shall be taken against an officer for refusing to submit to a polygraph examination.

Section 6.3 Where an officer is or may be subjected to disciplinary action which may be placed in his/her personnel file, the officer shall have the right to have the I.U.P.A. President, or his/her designee, present during any such disciplinary action.

Section 6.4 Officers shall have the opportunity to review any documentation intended to be placed in their personnel file. Officers shall have the right to review their personnel file at the personnel office during regular business hours.

Section 6.5 All allegations of wrongdoing on the part of an officer shall be submitted, in writing, to the Chief of Police for consideration, along with any supporting evidence.

Section 6.6 An officer shall have the right to a review board on any charge that may result in suspension without pay, demotion or termination. An officer may also waive his/her right to a review board.

Section 6.7 Review boards shall function under the authority of the Chief of Police.

Section 6.8 Review board authority shall be limited to review of the allegations presented to the review board, and the examination of witnesses and evidence directly related to the allegation(s). Review board findings shall be strictly limited to the validity of the allegations. The review board shall be strictly advisory in nature.

Section 6.9 The review board's findings as to the validity of the allegations before the board shall be submitted to the Chief of Police in writing at the conclusion of the board's business. The review board shall report their findings without delay.

Section 6.10 Upon authorization by the Chief of Police, the accused officer shall be notified of the allegations that shall be presented to the review board.

Section 6.11 The accused officer shall receive advance notice a minimum of three business days prior to convening the review board. The accused officer shall be provided in writing of the date, time, and location of the review board.

Section 6.12 The accused officer shall be granted an extension of up to three business days upon written request presented to the Chief of Police, or his/her designee.

Section 6.13 The accused officer shall receive a copy of the allegations, list of potential witnesses, written statements, and other pertinent information concerning the allegations at the time he/she is notified of the pending review board.

Section 6.14 The Chief of Police shall designate his/her representative(s) to present the allegation(s) to the review board.

Section 6.15 The accused officer shall designate his/her representative(s) to challenge the allegation(s) before the review board. The officer shall have the option of I.U.P.A. representation, and or any other representation the officer chooses. The accused officer shall be responsible for all representation costs for any representation not provided by the I.U.P.A. If the accused officer is not a member of the I.U.P.A., the accused officer shall be responsible for the cost of any representation provided by the I.U.P.A.

Section 6.16 The review board shall be composed of 5 officers. The Chief of Police shall provide the accused officer with a list of 5 names. The accused officer may strike one name and add 1 name of his/her choice. The accused officer shall receive the list of officers, in writing, at the time he/she is notified of the review board. The accused officer shall take his/her desired action regarding the list, and return the list with the noted action to the Chief of Police, or his/her designee, within 24 hours of receiving the list.

Section 6.17 No officer that is currently under investigation, that is the subject of a pending review board, that is on suspension, administrative leave, disciplinary probation, or workers' compensation shall be eligible to serve on a review board.

Section 6.18 The Chief of Police, or his representative(s), may remove any member of a review board, for cause. The Chief of Police, or his representative(s), shall replace the board member with an officer of his/her choice. However, if the removed board member was selected by the accused officer, the accused officer shall be allowed to select the replacement board member.

Section 6.19 The Chief of Police shall designate the chairperson for the review board.

Section 6.20 The accused officer shall be present, along with his/her designated representative(s), during all phases of the review board process, except for executive sessions of the board, and deliberations of the board.

Section 6.21 The review board process shall be conducted under Robert's Rules of Order.

Section 6.22 The representative(s) of the Chief of Police shall present the allegations to the review board, along with any witness testimony, or other evidence.

Section 6.23 All testimony presented to the review board shall be taken under oath and audio recorded. Either party may elect to have the proceeding recorded by a court reporter. The scheduling and expense of the court reporter will be the sole responsibility of the requesting party.

Section 6.24 The accused officer, or his/her representative, shall have the right to call witnesses on behalf of the accused officer, to question witnesses, and to cross examine witnesses, provided that there is no disruption of the proceedings, and the questioning is performed in a relevant and reasonable manner, as determined by the review board.

Section 6.25 The representative(s) of the Chief of Police shall have the right to cross-examine any witness presented by the accused officer.

Section 6.26 The Chief of Police shall order any officer, or member of the Police Department, to appear before the review board on behalf of the Police Department.

Section 6.27 The accused officer shall submit a list of officers, or other department personnel, that the accused officer wishes to call to testify in his/her behalf, to the Chief of Police, or his/her designee. The list of potential witnesses requested by the accused officer must be submitted to the Chief of Police, or his/her designee, a minimum of 24 hours prior to convening the review board.

The Police Department shall not be responsible for compensation of witnesses called by the accused officer.

Testimony on behalf of the accused officer shall be strictly voluntary.

It shall be the responsibility of the calling party to have their witnesses available to the review board when needed.

Section 6.28 The review board shall have the authority to inquire of any witness testifying before the board.

Section 6.29 The review board shall have the authority to inquire of the accused officer, or the representative(s) of the Chief of Police, concerning the issue(s) before the review board.

Section 6.30 At the conclusion of the presentation, by both parties, the review board, by majority vote, shall recess to conclude the findings of the review board.

Section 6.31 All actions of the review board shall be determined by majority vote.

Section 6.32 Three review board members must be present to establish a quorum, and convene the board.

Section 6.33 After the review board has made their findings concerning the validity of the allegation(s) before the review board, the review board shall reduce their findings to writing, and shall submit their findings to the Chief of Police, or his/her designee. The review board shall reconvene to announce that a finding has been reached, and shall hand those findings to the Chief of Police, or his/her designee. The review board shall be adjourned at that time.

Section 6.34 The final decision concerning all disciplinary issues shall rest exclusively with the Chief of Police.

Section 6.35 The Chief of Police shall submit the findings of the review board to the accused officer, including any disciplinary action to be imposed, within five business days (excluding weekends and holidays) of the review board's adjournment.

Section 6.36 No officer shall be subject to a review board more than one time, or punished more than one time, for the same alleged action.

Section 6.37 All officers, regardless of rank, age, sex, or assignment, shall be subject to disciplinary action in accordance with the provisions of this agreement; and according to the nature and seriousness of the offense, for failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or for violation of any departmental policy or procedure, violation of any general order or rule, violation of any municipal ordinance, or any state or federal law, or for failure to obey any lawful instruction, order, or command of a superior officer, or upon conviction in a court having criminal jurisdiction for any criminal offense, and for any other form of officer misconduct.

Disciplinary action in all cases shall be decided on the merits of the individual case.

Types of disciplinary action - At the discretion of the Chief of Police, and in accordance with the provisions, rules and regulations described herein, officers are subject to the following types of disciplinary actions:

- Oral Reprimand
- Written Reprimand
- Suspension from duty without pay
- Demotion in Rank
- Reassignment of Duties (Specified as a disciplinary action)
- Dismissal

Officers may be placed on administrative leave with pay, at the discretion of the Chief of Police, while an officer is under investigation, while pending a review board action, or for any other reason deemed appropriate by the Chief of Police.

Administrative leave with pay shall not be considered a disciplinary action.

Officers on administrative leave, or suspension shall not be authorized to invoke police powers or perform any law enforcement duties.

Officers on administrative leave or suspension may be required to turn in all police department property upon the direction of the Chief of Police.

Section 6.38 Any officer subjected to a review board, or disciplinary action, shall maintain his/her grievance rights provided under Article 14 of the Collective Bargaining Agreement.

Section 6.39 The I.U.P.A. shall maintain the grievance rights provided for under Article 14 of the Collective Bargaining Agreement, as it pertains to any and all aspects of the disciplinary process, and or, disciplinary actions, and all other provisions of the Collective Bargaining Agreement.

ARTICLE 7

DEPARTMENTAL RULES AND REGULATIONS

Section 7.1 All departmental rules and regulations of the Policies and Procedures Manual of the Shawnee Police Department are incorporated into and made a part of this Agreement with the following exceptions:

- a. Those departmental rules and regulations abridged or modified by this Agreement;
- b. Those departmental rules and regulations held to be invalid or unconstitutional by a court of competent jurisdiction;
- c. Those departmental rules and regulations which are inconsistent or in conflict with any provision of this Agreement, in which case this Agreement shall prevail.

Section 7.2 When it becomes necessary to upgrade or modify the Policies and Procedures Manual of the Shawnee Police Department, the four (4) elected officers of the I.U.P.A. shall meet with administrative police department personnel to review and make recommendations concerning the new changes within fourteen (14) days.

Section 7.3 The City and the IUPA agree to provide for Lexipol policy changes that conform to the State and Federal law changes or standards set by the Department of Justice.

ARTICLE 8

SENIORITY

Section 8.1 Seniority shall be determined as between two or more officers of the same rank by the years of unbroken service within that rank. As between two or more officers with the same length of unbroken service within the same rank, their seniority shall be determined by their unbroken service as a commissioned officer in the Shawnee Police Department. As between two or more officers with the same length of unbroken service within the same rank, and who are initially employed as commissioned officers on the same date, their seniority shall be determined by the date of their employment application.

Section 8.2 Seniority will be an important factor to be considered by the City and administrative police department personnel in determining the priority of each officer to the following:

- a. Time when annual vacation or any other excused paid leave is taken; and
- b. Hours of work, transfers, and regular days off.

With reference to requests for time off, supervisors will approve or deny leave when submitted. Leave will be considered on a first come, first serve basis. However, should two officers simultaneously request the same days off for vacation or other excused paid leave, the employee with the most seniority will prevail.

Section 8.3 With regard to layoff and recall of officers of the Shawnee Police Department, said actions shall be determined solely on the years of unbroken service as a commissioned police officer within the Shawnee Police Department.

Section 8.4 Seniority shall not be lost by absences due to vacation, illness, injury, authorized leave of absences, or military duty. Seniority shall not accrue during involuntary leave of absences or leave without pay.

Section 8.5 In the event an officer is reclassified to a lower rank, the seniority status held just prior to, and any time accumulated, shall be credited to said lower rank.

Section 8.6 All seniority rights shall be forfeited by:

- a. Resignation;
- b. Discharge unless reinstated after appeal;
- c. Failure to respond to the City within three (3) working days and failure to report within ten (10) working days' notice of recall from layoff, unless time is extended by the City; and
- d. Service or medical retirement.

Section 8.7. The I.U.P.A. and individual officers of the Shawnee Police Department shall have access to a current seniority list.

ARTICLE 9

I.U.P.A. RIGHTS AND RESPONSIBILITIES

Section 9.1 This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, or annexation, transfer or assignment of party hereto, or affected, modified, altered, exchanged in any respect whatsoever by change of any kind in the ownership or management of either party hereto, or by any change geographically of place of business of either party hereto.

Section 9.2 After written notice to the Police Chief, I.U.P.A. representatives may be granted time off without loss of pay to conduct union business (including without limitation the processing of grievances, attendance at arbitrations, or appearing with members at hearings or interviews). I.U.P.A. representatives may be granted time off without loss of pay to attend union seminars, workshops or conventions, up to an accumulative maximum of eighty (80) hours per contract year. No more than two (2) members per shift may be absent on I.U.P.A. business. A log will be maintained in the office of the Police Chief to record the use of I.U.P.A. business time, and time used shall be initialed by the Police Chief and the I.U.P.A. President or their designees. Time off shall be granted so long as it does not impede the operation of the Police Department as determined by the Police Chief.

Section 9.3 After written notice to the Police Chief, on duty officers will be allowed to attend I.U.P.A. meetings. Attendance of the meeting shall be limited to one (1) hour per month. Attendance of the meetings shall not impede the operation of the department and officers must respond immediately to emergencies.

Section 9.4 After written notice to the Police Chief, union representatives may be granted time off without loss of pay to attend negotiations with the City from fifteen (15) minutes before the meeting, throughout the meeting, and fifteen (15) minutes after. The parties will schedule meetings so as not to impede the operation of the Police Department.

Section 9.5 The City agrees not to discriminate against any officer for his/her activity on behalf of, or membership in the I.U.P.A., or its affiliate organizations.

Section 9.6 The City agrees that I.U.P.A. membership dues shall be deducted from each member's biweekly pay check, and forwarded to the treasurer of the I.U.P.A. The I.U.P.A. agrees to pay a collection fee of twenty five (25) cents per member, per month.

Section 9.7 The City agrees to provide space located in the police department squad room for an I.U.P.A. bulletin board to be used for posting I.U.P.A. informational notices and business. I.U.P.A. bulletins, notices, and notes may be placed on this I.U.P.A. bulletin board and in officers' mail slots only.

ARTICLE 10

AUTHORITY OF OFFICERS

Section 10.1 The City recognizes that police officers are police officers twenty-four (24) hours a day, seven (7) days a week, with full arrest powers, consistent with the Statutes of the State of Oklahoma, and the Ordinances of the City of Shawnee. As such, officers shall be held to the same standards of conduct off duty as on duty when invoking police powers.

Section 10.2 Cross Commissions:

- a. The City of Shawnee may enter into standard cross-commission relationships with other law enforcement entities with jurisdiction in Pottawatomie County, with the exception of Tribal Law Enforcement entities.
- b. That agreement will reflect that except in case of emergency, other agencies must get approval from supervisors on duty before calling in Shawnee Police Department Employees.
- c. That agreement will reflect that Shawnee Police Department Policies and Procedures control in case there is a conflict with the Policies and Procedures of any other agencies.
- d. The City and IUPA agree that:
 - (i). Holding commissions of another agency is not a requirement to be an SPD officer, and the loss of other commissions does not affect the City of Shawnee commission, although it may result in a reassignment away from a joint task force. Should the City determine that the revocation of commission by the other agency is as a result of conduct which violates the City's policies and procedures (after following provisions of its investigation and discipline policies), the City may impose discipline in accordance with its policies. Loss of an outside agency commission may result in a reassignment away from any joint task force.
 - (ii). The City of Shawnee will provide workers' compensation and liability coverage to officers when they are exercising duties under the cross-commission.

ARTICLE 11

OVERTIME AND HOURS OF WORK

Section 11.1 All officers of the Shawnee Police Department shall be eligible for overtime. Overtime shall be computed on one-quarter (1/4) hour increments for all time in excess of forty (40) hours worked, and/or authorized leave with pay per calendar week at one and one-half (1 1/2) times the regular hourly rate of pay.

Section 11.2 An officer required to return to work after the completion of his/her regular shift, or required to work on his/her regular day off, will be assured of two (2) hours at straight time pay. The provisions of this section shall not apply to officers assigned to standby for call out.

Section 11.3 Officers assigned to standby for call out shall receive compensation in accordance with Section 1 herein above for time worked when called out while on stand by for call out. Officers assigned to standby for call out shall be compensated an additional two (2) hours per day at straight time pay for being on standby.

Section 11.4 Officers, with consent of the Police Chief, may elect the option to accumulate two hundred forty (240) hours compensatory time in lieu of any other provision herein. Compensatory time will accumulate at one and one-half (1 1/2) hours for every hour of overtime worked. The election of compensatory time or pay shall be made within the pay period that the overtime was worked.

Section 11.5 The normal workday for patrol shall consist of ten (10) continuous hours. Management reserves the right to temporarily adjust the hours of work in emergency situations if staffing levels fall below 10 officers for an extended period of time where citizen and officer safety becomes jeopardized. At that point, the chief would discuss with the e-board the reasoning behind the change before implementing. This would be done on a per-shift basis. Lunch and rest breaks shall be considered part of the normal work day. The normal pay period shall consist of fourteen (14) calendar days, with a total of eighty (80) work hours.

Section 11.6 For those working 10 hour shift schedule will be allowed to take a one hour lunch break and will be allowed two twenty (20) minute rest breaks, one for each half of the shift.

For those working 8 hour shift schedule shall be allowed to take two fifteen (15) minute rest breaks, one for each half of a shift and shall be allowed to take a forty-five (45) minute lunch break.

Every effort will be made by the City to see that the officers receive their breaks; however, should the shift supervisor determine that unusual and emergency circumstances exist so that allowing for a break would disrupt essential or emergency services, breaks will not be allowed.

Section 11.7 Rest periods shall not be taken continuous to the lunch period; neither rest nor lunch periods will be taken immediately after the beginning of the shift or immediately prior to the end of the shift.

Section 11.8 Whenever it will not be disruptive to the operations of the department, officers assigned to K-9 duties will be allowed thirty minutes at the end of the shift devoted to the care and maintenance of his/her assigned dog. The officer will be allowed to perform the care and maintenance either at the station or the officer's home depending on the needs of the animal. The officer shall inform the shift Lieutenant of where the care will occur. In the event the officer is not allowed the thirty minutes of on duty time on the officer's assigned shift for the care and maintenance of his/her dog, the officer will be allowed an additional 30 minutes of compensated time for the care and maintenance of his/her dog for that day. Officers assigned to K-9 duties shall be allowed thirty (30) minutes of compensated time for the care and handling of his/her K-9 for each day the officer is off duty. Any additional time needed for the care, maintenance and training of the assigned K-9 must be approved in advance by the shift Lieutenant, except in the case of emergency.

ARTICLE 12

TRAVEL ALLOWANCE

Section 12.1 If an officer is subpoenaed out of the City of Shawnee for court proceedings which may arise from his/her employment as an officer of the Shawnee Police Department, or if he/she is required by the City to attend training school, the City shall supply the officer with a departmental vehicle or other suitable transportation. Should there not be suitable transportation, the City agrees to pay the current rate per mile as established by the Internal Revenue Service, provided prior approval is given by the Police Chief. Provided further, the City agrees only to the provisions as described in this Article for reasonable to and from travel time.

ARTICLE 13

UNIFORMS, EQUIPMENT, AND

REPLACEMENT POLICIES AND ALLOWANCES

Section 13.1 Each officer of the Shawnee Police Department shall be allocated twelve hundred (\$1,200) dollars per year for the purchase, cleaning, and repair of uniforms and accessories.

Additionally, each individual officer shall be allocated a one-time bonus of two thousand five hundred (\$2,500) dollars for the fiscal year of 2022-23.

Section 13.2 Allocations will be made directly to each individual officer on or as near as practical to August 1st during this Agreement. All new officers who are CLEET certified will receive the uniform allowance prior to starting their FTO training. Those new hires who are not CLEET certified will be paid their uniform allowance after CLEET advises they are on track to successfully graduate from CLEET and prior to starting their FTO training; however, no officer shall receive more than twelve hundred (\$1,200) dollars during the fiscal year.

Section 13.3 Personal property reasonably needed by officers while on duty which is damaged or destroyed while they are performing their duty shall be repaired or replaced at a dollar value acceptable to and approved by the City. The City will only provide reimbursement for the cost of replacing a personal item if it is replaced with an item of substantially similar value and quality as the damaged item (i.e. the City will not pay for an "upgrade" of an item). The City will only reimburse employees for the actual cost to the employee of replacing the items (e.g. where employees have vision insurance, the City will only reimburse the employee for the cost "to the employee" of replacing the eyeglasses, not the total cost of the eyeglasses). There shall be a maximum amount the City will pay for certain items. Generally speaking, the City will pay no more than one hundred fifty (\$150.00) dollars. For watches, the cap shall be fifty (\$50.00) dollars. Prescription eyeglasses (including prescription sunglasses) shall not be subject the cap. The City will replace cell phones damaged while used in the line of duty at full replacement cost and such will be exempt from any cap.

ARTICLE 14

GRIEVANCE PROCEDURE

Section 14.1 The I.U.P.A. or any officer of the Shawnee Police Department covered under this Agreement may file a grievance within twenty (20) calendar days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 14.2 The I.U.P.A. President, or his authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence.

Section 14.3 Any controversy between the City and the I.U.P.A. or any officer concerning the interpretation, enforcement, or application of any provision of this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be submitted in writing by the officer, and the IUPA, to the Police Chief, or his designee, within twenty (20) days of the alleged occurrence. The answer shall be submitted in writing by the Police Chief or his designee within twenty (20) calendar days to the officer(s) involved, and to the I.U.P.A. President.
- b. If the grievance is not settled by the provision of Section 3a of this Article, it shall be submitted in writing to the I.U.P.A. Grievance Committee. Within twenty (20) calendar days of the Chiefs written response, the I.U.P.A. Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms of and the conditions of this Agreement.
 - (i) If the I.U.P.A. Grievance Committee finds a grievance does exist, the Grievance Committee shall submit, in writing, the grievance to the City Manager for adjustment; or
 - (ii) If the I.U.P.A. Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary.
- c. The City Manager shall submit his answer in writing to the I.U.P.A. Grievance Committee and to the officer involved within twenty (20) calendar days. If the City Manager and the I.U.P.A. Grievance Committee have not settled the grievance within twenty (20) calendar days, either the City or the I.U.P.A. may submit the grievance to arbitration for adjustment as follows:

- d. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. As an alternative, the parties may agree to use any arbitrator who has been approved to serve as a mediator or arbitrator under the State Merit System or who has been approved to serve as a mediator or arbitrator by the United States District Court for the Western District of Oklahoma.
- e. Unless one of the alternative options set forth above has been utilized by the parties, within fifteen (15) calendar days from receipt of such panel, a representative of the I.U.P.A. and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.
- f. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his/her selection.
- g. After the conclusion of the hearing, the arbitrator shall issue written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the I.U.P.A. and the City.
- h. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings, and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- i. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievance.
- j. The cost of the impartial arbitrator shall be shared equally between the I.U.P.A. and the City. If a transcript of the proceedings is requested, the party so requesting shall pay for it.

Section 14.4 All time limits set forth in this Article may be extended by mutual consent, but, if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he/she shall have no further right to continue the grievance. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 15, then the act shall be performed on the next regularly scheduled business day.

Section 14.5 It is specifically and expressly understood that filing a grievance under this Article, which has its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the I.U.P.A. and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure in any court or other appeal forum. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions.

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers or so imperfectly executed them that a final, definite and mutual award upon the subject matter submitted was not made;
- d. Where the award is in violation of state and/or federal law.

ARTICLE 15

HOLIDAYS

Section 15.1 All officers shall be entitled to eleven (11) holidays per calendar year. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Friday After Thanksgiving Day
Christmas Eve Day	December 24th
Christmas Day	December 25th

Section 15.2 The City agrees that, if a holiday provided in the above schedule falls on an officer's regularly scheduled day off, the officer shall be paid his/her regular rate of pay for the holiday, or the officer may elect to take equivalent time off during the following twelve (12) months, provided the normal operations of the Shawnee Police Department are not impeded. At no time shall an officer have an excess of eleven (11) accrued holidays.

Section 15.3 The City agrees that, if an officer is required to work on a holiday provided in the above schedule, the officer shall be compensated at his/her regular rate of pay for the holiday plus one and one-half (1 1/2) times the regular rate of pay for the hours actually worked on the holiday.

Section 15.4 An officer on an authorized leave with pay on the day the holiday falls or if the holiday falls on his/her regular day off, the officer shall be paid for the holiday and his/her paid leave for that day shall be extended to be taken off at another time. Holidays shall not be construed to build up time over forty (40) hours in a calendar week.

Section 15.5 No officer shall be compelled to split his/her days off without his/her expressed consent.

Section 15.6 Patrol supervisors shall not be compelled to take a holiday if it is their regularly scheduled working day and they choose to work rather than take off.

Section 15.7 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

Section 15.8 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued holiday up to the maximum allowed.

ARTICLE 16

VACATIONS

Section 16.1 All officers shall receive vacation time in accordance with the number of years continuous service with the City, as follows:

<u>Years Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1 - 5	3.08 hours	80 hours	160 hours
5 - 10	4.62 hours	120 hours	240 hours
10 - 15	6.15 hours	160 hours	320 hours
15 and above	7.70 hours	200 hours	400 hours

Section 16.2 Officers may use vacation in any manner they choose, so long as the normal operations of the Police Department are not impeded.

Section 16.3 Upon separation from City service, an officer shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

Section 16.4 Should an officer die while employed with the City, his/her estate shall be paid the unused portion of his/her accrued vacation up to the maximum allowed.

ARTICLE 17

SICK AND EMERGENCY LEAVE

Section 17.1 Sick leave may be taken when an officer is unable to perform his/her duties because of a personal injury or illness. The supervisor on duty shall be notified one (1) hour prior to taking sick leave.

Section 17.2 An officer shall accrue sick leave at the rate of 4.62 hours per biweekly pay period. The maximum accrual shall be nine hundred sixty (960) hours.

Section 17.3 In the event of death, serious injury or illness in the immediate family, an officer may be granted emergency leave. Emergency leave shall be leave with pay charged to sick leave and shall not exceed three (3) consecutive work days. However, in an extreme situation, emergency leave may be extended by the City Manager or his or her designee. Immediate family shall be defined as follows: Spouse, child, brother, brother-in-law, sister, sister-in-law, parent, parent-in-law, former guardian, grandparent, or grandchild.

Section 17.4 Officers shall receive one (1) additional vacation day on December 31st, provided no sick leave was used during the previous twelve (12) months of uninterrupted employment. The additional vacation day will not be lost if the vacation accrual at December 31st is at the maximum allowed.

Section 17.5 To encourage the prudent and proper use of the sick leave benefit described in Article 17, the following cash inducement is agreed to: Upon retirement, Officers shall, receive the cash equivalent of one third (1/3) of their total sick leave hours available as of their retirement date, at the hourly dollar rate which the Officer is currently receiving, up to a maximum of three hundred twenty (320) hours.

Section 17.6 The Police Chief, or his designee, when requested by a pregnant member or her doctor, and upon certification of such pregnancy by the attending physician, shall provide limited duty to her if she is assigned to field duties or to other duties that might be hazardous to her and/or her unborn child. She shall continue on such limited duty unless she requests the use of Vacation Leave, Sick Leave, Compensatory Time, or leave available under the Family and Medical Leave Act of 1993.

Section 17.7 Fathers may be granted paternity leave in the form of Sick Leave, Vacation Leave, Compensatory Time or leave available under the Family and Medical Leave Act of 1993.

Section 17.8 An officer may elect to take unused vacation, compensatory time, holiday leave and 1/3 sick leave and convert the unused leave into Terminal Leave upon the approval of the Chief of Police. The officer must sign an irrevocable letter of retirement with the date of separation to be the end of terminal leave. The officer will not be subject to recall, will not have police powers, will

not be eligible for a vehicle, will not accrue leave or be paid for holidays, will surrender his badge, commission, department issued handgun and all other department equipment on the date terminal leave begins and will not be eligible for worker's compensation during terminal leave. The officer may start another career while on terminal leave status so long as that new career does not reflect poorly on the Department or the City of Shawnee, as determined by the Chief of Police. At the end of terminal leave, the officer shall receive the items listed in Policy 203.

ARTICLE 18
MILITARY LEAVE

- Section 18.1** Military leave shall be granted to eligible officers as provided by State Statutes.
- a. For information only, State Statutes currently provide for thirty (30) days paid leave per federal fiscal year.
 - b. Officers shall notify their Supervisor of their military schedule as soon as possible after the schedule becomes available.

ARTICLE 19

INJURY AND WORKERS' COMPENSATION

Section 19.1 All officers shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. An officer injured while performing his/her assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No officer on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his/her regular pay.

Section 19.2 When an officer has been injured during the performance of his/her duties, he/she must report the injury as soon as possible, regardless of the extent, to the immediate supervisor. If the officer is unable to do so, the supervisor must make the report.

Section 19.3 The officer and/or supervisor must report the injury to Human Resources as soon as possible so that necessary care can be arranged by Human Resources.

Section 19.4 An officer on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 19.5 Any officer injured while performing his/her assigned duties and absent from work for more than one (1) shift shall not be charged with his/her accrued sick leave. The officer shall be limited to six (6) months, as in accordance to the pension law (11 O.S. Supp. 1993 § 50-116.1). Sick leave will be accrued while off duty because of an on-the-job injury.

Section 19.6 Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an on-the-job injury or job-related illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Chief of Police shall determine whether a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Police Department, Municipal Court, or Emergency Operations and it is within the restrictions set by the employee's physician, the officer shall be required to accept the position. If a position is available outside the Police Department, Municipal Court, or Emergency Operations, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Checking pawnshops
- Assisting in records entry, filing, etc.
- Background checks for licenses issued by City
- Investigation that can be done by telephone or computer
- Answering telephone

Assisting in dispatch
Assisting as bailiff in municipal court
Computer/Phone/Records searches for warrant service
Telephone contacts for warrant service
Planning, mapping, telephone assistance in EOC
Inventory
Evidence collection and organization
Accreditation

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief of Police.
3. The employee will provide a follow up physician's re-evaluation and report every thirty days (30) or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief of Police, in consultation with the Human Resources Director, will determine whether there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file .
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement, or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Police Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave.

Section 19.7 Officers shall comply with work restrictions imposed by the officer's treating physician. Officers shall not engage in any secondary employment or other activities that would be in violation of restrictions imposed by the officer's treating physician. Officers that are restricted from returning to police duties will be prohibited from secondary security work until the officer is returned to full duty.

ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 20.1 The City agrees to make group health insurance coverage available to all officers and their dependents.

The City agrees to absorb changes in the insurance premiums to ensure the employee portion remains at the following amounts (per month) for insurance coverage during fiscal year 2022-2023:

	PPO-750	PPO-1000	PPO-2000
Employee Only:	\$94.80	\$80.46	\$48.10
Employee/Spouse	\$316.12	\$290.20	\$215.14
Employee/Child(ren)	\$222.20	\$199.82	\$134.88
Employee/Family:	\$523.06	\$486.72	\$381.46

Section 20.2 The City agrees to provide all officers with life insurance at no cost, in at least the following amounts:

Death Benefit	\$50,000
Accidental Death	\$50,000
Dismemberment, up to	\$50,000

ARTICLE 21

EDUCATIONAL INCENTIVE AND TUITION ASSISTANCE

Section 21.1 Educational Incentive - The City agrees to compensate officers educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of police protection. The City agrees to compensate officer's educational incentive for successful completion of a degree in the field of police protection regardless of the letter grade. Upon receipt of an officially sealed college transcript, the City shall pay officers incentive as per the following schedule:

<u>College Credit Hours</u>	<u>Hourly Rate</u>
32	0.12
66 (or Associates Degree	0.24
90	0.36
124 (or Bachelor's degree	0.48
156	0.60
192 (or Master's degree)	0.72

The above schedule shall apply to all officers as they become eligible. The amount now being paid officers for college credit hours shall remain the same until such time as the above schedule exceeds the amount they presently receive.

Section 21.2 Tuition Assistance – Tuition reimbursement requires the budgeting of funds. Officers are required to provide the City with advance notification for the purpose of budgeting funds for reimbursement. Tuition assistance for officers of the Shawnee Police Department will be provided for those officers who have requested courses prior to enrollment, and which are administered by an accredited college, university or technical training center. The request, with a list of courses to be taken, will be submitted by the officer to the Police Chief for final approval by the City Manager. To be acceptable for reimbursement of tuition and books, each course must provide training which will tend to improve the services which an officer was hired to perform, and be completed with a grade of "C" or better. Reimbursement will be limited to the going rate, per credit hour, for tuition at a Public Oklahoma State University, during the semester in which the course is taken. The City will not reimburse for fees assessed by the institution, such as parking, activity fees, and the like. Upon successful completion of the course(s) each semester, the officer will initiate a claim for reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center.

- a. All officers shall be reimbursed in full no later than forty-five (45) calendar days from the day on which the copies of the grade report and paid receipts are submitted to the Police Chief's office.
- b. Any officer who is attending any school, college, or university, and who has so notified the Police Chief and shift supervisor ten (10) days prior to the first day of class, shall receive

reimbursement for tuition and books purchased, in the event that his work shift and/or days off is changed so as to prevent attendance at the classes.

ARTICLE 22

INCENTIVE PAY

The parties agree that incentive pay shall be deemed "grand-fathered" for those members receiving the incentive pay prior to June 30, 2000, and incentive pay shall continue for all officers receiving incentive pay prior to June 30, 2000 (except those incentives specified below), provided that any re-certification requirements must be maintained.

Section 22.1 Firearms Proficiency Incentive - The City agrees to compensate officer's firearms proficiency incentive to officers who meet the standard as per the following:

<u>Level</u>	<u>Standard</u>	<u>Hourly Rate</u>
7. Marksman	88%- 92%	\$.20
8. Sharpshooter	96%- 100%	.30

The incentive course shall be the current CLEET qualifying course. The officer's qualifying score shall also be his/her incentive score. The combined qualification/incentive shoot shall be conducted on an annual basis, during August, September, or October, and shall be certified by a CLEET qualified firearms instructor or a CLEET certified range line safety person. Dates and times shall be selected and posted by the Police Chief. The targets and course of fire for the incentive shoot shall be in accordance with the current applicable CLEET standards.

Firearms proficiency incentive compensation shall be paid upon certification approved by the Police Chief and forwarded to the Personnel Office.

The City provides officers the ammunition needed to qualify. If an officer fails to obtain the Marksman or Sharpshooter level he/she shall be provided two (2) additional attempts to be completed by the end of the scheduled qualification date(s). Alternative or additional days will be selected by the Police Chief if conditions exist (i.e., inclement weather, etc.) that would tend to lower qualification scores.

The City shall furnish each Officer one thousand (1000) rounds of practice ammunition for their department issued duty handgun or approved personal duty handgun provided said handgun is of the same caliber as the department issued handgun. The ammo will be issued as close to the beginning of the fiscal year as possible if available in inventory. An additional two hundred (200) rounds of practice ammunition during the required yearly qualification period. The Officer may decline to receive the ammunition.

Section 22.2 Field Training Officers will receive an additional two (2) hours of compensable time for every shift the FTO is assigned a trainee.

ARTICLE 23

LONGEVITY

Section 23.1 To encourage career service, longevity pay shall be granted in addition to the base wages as shown on Appendix A. It shall be based upon the total years of continuous service with the City.

Section 23.2 Longevity shall be computed based on the last date of hire with the City, as per the following schedule:

<u>Years of Continuous Service</u>	<u>Hourly Rate</u>
4	\$.34
5	.38
6	.43
7	.47
8	.52
9	.56
10	.60
11	.65
12	.69
13	.74
14	.78
15	.82
16	.87
17	.91
18	.96
19	1.00
20	1.05

Section 23.3 Longevity shall be included with the regular base wages and paid biweekly.

Section 23.4 The above schedule shall apply to all officers as they become eligible. The amount now being paid officers shall remain fixed until such time that the above schedule exceeds the amount they presently receive.

ARTICLE 24

WAGES

Section 24.1 All officers of the Shawnee Police Department shall receive wages according to Appendix A of this Agreement.

Section 24.2 The following indicates both the classification and pay range of the positions covered by the Agreement:

Classification	<u>Pay Range</u>
Police Officer	01
Corporal	05
Sergeant	20
Lieutenant	25
Captain	30

Section 24.3 Upon satisfactory completion of FTO the officer will advance to Step 2. Each year thereafter, on their anniversary date, officers shall be eligible for a merit step increase unless they are in the top step. Anniversary date shall be defined as the date officers obtained their current classification. The merit step increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation.

Section 24.4 When a vacancy exists for the position of Captain or Lieutenant and the Chief or their designee fills that position with an interim, the interim will be compensated by placing them in the first pay step of the rank they are assuming. The interim would remain in the first step until they are relieved of that rank or the rank is filled permanently. This compensation would only apply for an interim assuming the higher rank for 30 calendar days or more.

ARTICLE 25

PROHIBITION OF STRIKES

Section 25.1 It is agreed that there will be no strikes during the term of this Agreement or any extension thereof.

"Strike shall mean the concerted failure to report for duty, the willful absence from one's position, unauthorized holidays, sickness unsubstantiated by a physician's statement, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment. Nothing contained in this Article shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same does not interfere with the full, faithful, and proper performance of the duties of employment."

Section 25.2 Violations of Section 1 of this Article shall be grounds for disciplinary action, including discharge for any or all of such employees involved, provided, however, such employees shall have the right to a determination as to whether a violation has occurred in accordance with 11 O.S. Section 51-101; provided, further that disciplinary action, including discharge, shall be for just cause.

Section 25.3 Upon notification in writing by the City to the I.U.P.A. that certain of its officers are allegedly engaged in one or more of the prohibited activities listed in Section 1 of this Article, the I.U.P.A. shall immediately, both publicly and in writing, order such officers to return to work at once, and to discontinue such prohibited conduct. Such notification by the I.U.P.A. shall not constitute an admission by it or any of its officers that any of the prohibited activities are actually in process or have taken place. The notification shall be made solely on the representation of the City. In the event any one or more of the prohibited activities occurs, the I.U.P.A. agrees to take all reasonable effective and affirmative action to insure that all officers perform their regular duties as promptly as possible, as provided by law.

ARTICLE 26

SAVINGS CLAUSE

Section 26.1 If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and, to this end, the provisions of this Agreement are severable.

Section 26.2 All amendments to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement, unless the terms of said amendments specifically delete or change a provision of this Agreement; and all amendments shall become a part of this Agreement as if specifically set forth herein.

Section 26.3 Any appendices to this Agreement shall be numbered, dated, and signed by the City and the I.U.P.A., and shall be subject to the provisions of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement; and all appendices shall become a part of this Agreement as if specifically set forth herein.

ARTICLE 27

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 27.1 Policy Statement: The City recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours while on City property, or while using City equipment, will be subject to discipline up to, and including, termination of employment.

Section 27.2 Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 27.3 Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.*, as amended ("the Act") and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Part 40.

Section 27.4 Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug and/or alcohol test will be considered as a refusal to undergo a test.

Section 27.5 For Cause Testing: The City may request or require an employee to undergo drug or alcohol testing at any time it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

- a. Drugs or alcohol on or about the employee's person or in the employee's vicinity,
- b. Conduct on the employee's part that suggests impairment or influence of drugs or alcohol,
- c. A report of drug or alcohol use while at work or on duty,
- d. Information that an employee has tampered with drug or alcohol testing at any time,
- e. Negative performance patterns, or
- f. Excessive or unexplained absenteeism or tardiness;

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 27.6 Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post- accident testing.

Section 27.7 Random Testing: The City may, at various times, randomly select members for unannounced random testing for drugs and/or alcohol:

Section 27.8 Scheduled, Periodic Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty medical examination or in connection with the employee's return to duty from a leave of absence.

Section 27.9 Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post-rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 27.10 Universal Testing. The City will test every employee at least once each contract year. The universal testing program will be separate from the Random Testing in terms of selection, but the procedures shall otherwise be the same. As a result, some employees will be tested more than once during the contract year.

Section 27.11 Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA).

Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 27.12 Methods and Documentation: All methods of collection and documentation of such shall be pursuant to 40 O.S. 2001 §§ 551 *et seq.*

Section 27.13 Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 27.14 Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 27.15 Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret, and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee before notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 27.16 Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separate from personnel records. The records are the property of the City, but will be made available to the affected applicant or employee for inspection and copying upon request, and these records will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. To comply with a valid judicial or administrative order;
- b. As admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. To employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 27.17 Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug and/or alcohol test. Action taken will be subject to the CBA grievance procedure.

a. Employees who approach the City an hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug and/or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this Policy will be subject to disciplinary action.

b. An employee who has a positive test result after returning from rehabilitation will be terminated. Any future recurrence of abuse with the same or any other substance will result in termination of employment.

c. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation, and the City will protest any application for unemployment benefits.

Section 27.18 Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment, or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 27.19 Responsibilities of Individuals: To comply with the provisions of this Policy, each employee assumes the following responsibilities:

a. Working Under the Influence of Performance Impairing Medication: Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors before beginning work.

b. Reporting to Work or Working While Impaired: Employees may not report to work and may not continue to work while impaired by any restricted substance identified in this Policy.

c. Reporting Violations: The services provided by certain employees are performed, at times, under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this Policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING, PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

ARTICLE 28

POSITION OF CORPORAL

Section 28.1 Upon the completion of a minimum of four years of service as a Shawnee Police Officer, and upon obtaining, at a minimum, a C.L.E.E.T. Intermediate Law Enforcement Certification, or upon completion of four (4) years of active duty military service (actual time spent on active duty or actual drill time in the Military Reserve or National Guard may be credited toward the four year requirement), an officer shall automatically advance to the rank of Corporal. However, officers on disciplinary probation or suspension shall not be eligible for advancement to the rank of Corporal until completion of the probation or suspension.

Section 28.2 Officers who believe they meet the qualifications set forth above must submit notification to the Chief of Police in writing, attaching a copy of his/her C.L.E.E.T. Certification and/or military service record(s). Upon receipt of the required documentation, the Chief of Police or his/her designee shall review the submitted documents. If the submitting officer has met all of the requirements to obtain their C.L.E.E.T. Intermediate Law Enforcement Certification, the Chief of Police or his/her designee shall approve the change in status of the submitting officer. The change in status shall become effective beginning with the pay period following written notification to the Chief of Police, providing there is no dispute as to satisfaction of qualifications. Any Officer refused advancement to the rank of Corporal shall be entitled to the grievance rights set forth in this agreement.

Section 28.3 The rank of Corporal shall be deemed a non-supervisory rank, but Corporals shall serve as mentors to newer officers. The compensation for such rank shall be as set forth in Addendum "A" hereto. In the event that a Lieutenant or Sergeant is not available for all or part of a shift, the Corporal with the most time in rank shall be designated as the acting supervisor for that shift or part thereof. An announcement of such designation shall be made at the beginning of the shift or as soon thereafter as is practicable. The Corporal so designated may direct and supervise the patrol officers on the shift to ensure the orderly and efficient performance and completion of assigned duties and reports and to ensure the proper use, care and maintenance of department property. The Corporal may not discipline an officer on the shift. If the Corporal assigned temporary supervisory duties believes that discipline may be warranted, he/she will prepare a written report and submit the same to the shift Lieutenant. If the Corporal believes that immediate action is necessary for the safety and well being of the officer, the department and the citizens of the community, he/she is to contact the Chief of Police or his/her designee for guidance. Any Corporal who is designated as the acting supervisor and who serves in that capacity for four (4) or more hours during a shift shall receive compensation for that shift at the equivalent of a two (2) step increase in pay. If the Corporal does not have two (2) additional steps within the Corporal pay scale, the two (2) step increase will be factored using the Sergeant pay scale by starting at the Sergeant pay step equal to but not less than their current rate of pay and increasing by two (2) steps.

ARTICLE 29

PROMOTION POLICY

SECTION 29.1 All employees shall be entitled, after meeting certain requirements, to a fair and equitable opportunity for advancement as established herein.

SECTION 29.2 It is the purpose of this procedure to assure all employees an equal opportunity to compete in promotional examinations which shall be free of favoritism, personalities and politics. The goal of this procedure is to select the most qualified individual available for the position in an organized and orderly manner.

SECTION 29.3 The Chief of Police will designate an officer to serve as test administrator for all promotional testing. The test administrator will administer the promotional examinations in accordance with this policy.

SECTION 29.4 Written promotional tests shall be developed specifically for the Shawnee Police Department, and for the individual ranks to be tested, specifically: Sergeant, Lieutenant, and Captain. The tests shall be developed by a mutually agreed to outside source.

The subjects of the tests questions shall be limited to Oklahoma Titles 47 and 21, Shawnee City Ordinances relating specifically to Criminal and Traffic Laws, Shawnee Police Department Policies and Procedures, and the Collective Bargaining Agreement between the City of Shawnee and the Shawnee Police Association.

All test questions shall have multiple choice answers only. The pass point for the written tests shall be 70%, provided that 70% is an achievable score, as determined by the test developer.

The tests shall be maintained, administered, and graded by the same source that developed the test in order to maintain the confidentiality of the test questions and answers.

SECTION 29.5 After the written tests have been graded, the test administrator will review the test with each individual candidate. The test review shall be complete, including allowing each candidate to review his/her answer sheet, and providing correct answers to any missed questions. Each candidate shall be informed of his/her test score. All test scores will be posted by social security number following completion of the written test phase.

SECTION 29.6 The date a vacancy is announced shall serve as the determining date of eligibility for time in grade requirements, or time of service requirements, for the announced promotion.

SECTION 29.7 Vacancy announcements shall be posted for thirty (30) days prior to the date of the beginning of the examination process. The announcement shall include the job description for the vacant position, and the date, time, and location for each phase of the promotional testing.

Test questions shall be obtained from materials available to all applicants. A list of these materials shall be posted in conspicuous places throughout the Police Department at the same time the vacancy is announced and posted, and this list of materials shall remain posted for thirty (30) days prior to the date of examination.

SECTION 29.8 The top six (6) candidates, that score 70% or above on the written test, shall qualify to compete in the assessment process. In the event of a tie for the sixth position, all officers tied for that position shall be permitted to compete in the assessment process.

SECTION 29.9 The Chief of Police shall establish an assessment board of three (3) police officers of equal or higher rank to the vacancy being filled. All assessors shall be formally trained in the assessment process. All assessors shall be from police departments of cities with a population of 15,000 or greater. **No assessors shall be from within the Shawnee Police Department.**

SECTION 29.10 The competitive assessment process shall focus on job knowledge, poise, leadership abilities, verbal communication skills, written communication skills, and other skills as specified in the vacancy announcement.

SECTION 29.11 The first phase of the assessment process shall be a review of the written test results of each of the candidates by the assessment board. The written test score will be calculated into the final ranking, and will be one of four scores that shall be averaged by the assessment board.

The second phase of the assessment process shall be the review of each applicants personnel file covering the previous three (3) years. Each candidate shall be present during their review process and will be given the opportunity to clarify or correct any material or information presented to the board. The personnel file review will be scored and averaged into the final score.

The third phase of the assessment process shall be an interview with each candidate. This interview will be to determine what strengths and weaknesses each candidate believes he/she brings to the position. The interview will be scored and averaged into the final score.

The fourth phase of the assessment process shall be a situational, or scenario, examination to determine how each candidate responds to specific situations. The situational phase shall be scored and averaged into the final score.

This shall be the final exercise of the assessment process.

SECTION 29.12 The assessment board will confer and develop a written consensus report identifying the top candidate, specifically addressing the skills, knowledge and abilities demonstrated by that individual during the assessment process. The top candidate, as determined by the assessment board, shall be the individual promoted to the vacant position.

SECTION 29.13 The assessment board will rank all remaining applicants in descending order and provide this list to the Chief of Police. This list will be posted for one (1) year following the completion of the assessment process. All vacancies in that rank occurring during the next twelve (12) months shall be filled from this list, in descending order.

In the event an individual declines to be promoted, the next individual on the list shall be promoted. However, the person that declined promotion shall maintain his/her position on the list for the remainder of the term of the list.

Each candidate shall be provided with his/her assessment board scores. Assessment board scores for all candidates shall be posted by social security number.

SECTION 29.14 All applicants, for promotion to any rank, must not have been reduced in grade within the last twelve (12) months, and must not be on disciplinary probation or disciplinary suspension on the date of examination.

SECTION 29.15 Eligibility to test for the rank of Sergeant shall be limited to Corporals with three (3) years' time in grade and who hold a C.L.E.E.T. Intermediate Law Enforcement Certificate. Applicants testing for the rank of Sergeant shall be subject to competitive selection through the assessment process.

SECTION 29.16 Eligibility to test for the rank of Lieutenant shall be limited to Sergeants with three (3) years time in grade. In addition, it will be required that all Sergeants testing for promotion to Lieutenant to have served a minimum of twelve (12) months as a supervising Sergeant of commissioned police officers. Applicants testing for the rank of Lieutenant shall be subject to competitive selection through the assessment process.

SECTION 29.17 Eligibility to test for the rank of Captain shall be limited to Lieutenants with three (3) years time in grade. In addition, it will be required that all Lieutenants testing for promotion to the rank of Captain to have served a minimum of twelve (12) months as a supervising Lieutenant of commissioned police officers. Applicants testing for the rank of Captain shall be subject to competitive selection through the assessment process.

SECTION 29.18 All newly promoted officers shall be required to complete their six (6) month probationary period on regular assignment. All Sergeants and Lieutenants will be required to complete twelve (12) months of supervision of commissioned police officers before being promoted to the next rank. **The time in grade requirements specified within this policy shall not be waived.**

SECTION 29.19 Upon promotion to the rank of Sergeant, Lieutenant or Captain, the officer's initial rate of pay shall be the equivalent of a two (2) step increase in pay, and shall be determined by the officer moving to the equivalent step in the pay scale for the newly acquired rank.

SECTION 29.20 In the event of a dispute arising from this process, it shall be handled as a grievance in accordance with the existing labor management contract. However, grievances resulting from the promotional process must be presented to the Chief of Police within three (3) days of the completion of the assessment process.

If the promotion outcome is in question as the result of a grievance the promotion will not be announced until the grievance is resolved.

If the outcome of the promotion is not affected by the grievance, the promotion shall be announced on the seventh (7) day following the completion of the assessment process. If no grievances are presented within three (3) days of the completion of the assessment process the promotion announcement shall be made on the seventh (7) day following the completion of the assessment process.

ARTICLE 30

INDIVIDUALLY ASSIGNED VEHICLE PROGRAM

SECTION 30.1 The take-home-vehicle program increases the number of police units available to respond to the scenes of reported crimes or other urgent calls for assistance. The program will increase police presence and display to citizens that there are police ready to respond when needed, thereby contributing to their peace of mind. The program enhances the police department's ability to summon off-duty officers in emergencies and have them report in equipped police cars directly to the site where they are needed. The program will improve the maintenance and reliability of police cars by placing the responsibility for personal care of each car on an individual officer.

SECTION 30.2 Police vehicles will not be utilized for off duty employment or personal use. Exceptions to this requirement may be granted by the Chief of Police for off duty security employment such as: Shawnee Public School activities, *i.e.*, football games. Police vehicles will not be used for transporting non-police personnel, except for official police business or emergencies.

SECTION 30.3 Officers allowed the use of a police vehicle for commuting purposes that acquires 6 or more points on his/her departmental driving record shall forfeit his/her privilege to use the City vehicle for commuting. Reinstatement of the privilege to use a City vehicle for commuting may be made only after ALL points are removed from his/her departmental driving record.

SECTION 30.4 Officers shall be held accountable for the care and cleaning of the unit permitted to be used for commuting.

SECTION 30.5 Condition of Vehicles: Prior to issue, an inventory/inspection of all city- owned property with the vehicle, including serial numbers, will be completed and shall be maintained by the Shawnee Police Department Fleet Supervisor. All vehicles within this program will have basic equipment in them furnished by the department. Any additional equipment must be approved by the Chief of Police before installation. Weapons are not to be stored in police units used for commuting. Shift supervisors are responsible for regular inspection of vehicles, for proper equipment and condition of vehicles. Inspections will include:

1. Interior, exterior, trunk, engine compartment, and equipment.
2. The assigned officer will correct any discrepancies identified during the inspection by the end of the shift, if possible.
3. Sensitive material related to law enforcement will be removed from a vehicle left for repairs or service.

Damage incurred on or off-duty to the vehicle or equipment, whether by accident or the result of intentional acts of vandalism will be reported by the officer assigned to the vehicle as soon as it is discovered. In addition to any required offense report, the officer will submit a written report to the Chief of Police outlining the circumstances of the damage. Damage caused by negligence or abuse may be cause for disciplinary action.

SECTION 30.6 Eligibility: The City shall have the right to determine the number of police vehicles available to be assigned as take home units. The following condition will apply to the assignment of take home units:

1. Vehicles will be assigned based upon seniority.
2. Officers assigned a take-home unit shall live within an eleven mile radius from City Limits boundaries Chief of Police may approve take-home units for officers who live beyond the eleven mile radius if the officer is assigned to special duties.
3. If the City does not provide a sufficient number of vehicles for all eligible officers to have an assigned take-home unit, officers with the least seniority will be required to utilize an assigned pool car, and share that car with other officers as assigned.
4. Officers must have successfully completed the Field Training Program to be eligible for a take home vehicle.
5. Vehicles will be assigned to each officer by unit number and driven only by the assigned officer, except when directed otherwise by a supervisor.
6. The officer assigned to each vehicle is responsible for cleaning the interior and exterior of their vehicle. The officer assigned is also responsible for seeing that regular maintenance is performed, as scheduled by the Shawnee Police Department Fleet Supervisor or the City of Shawnee Garage Superintendent.
7. Upon receiving a take home unit, each officer shall sign for receipt of the vehicle.

SECTION 30.7 Vehicle parking and Storage: Take-home vehicles will be primarily parked at the residence of the officer during off-duty hours. Off-street parking is preferred. The vehicle should not be garaged unless:

1. The officer lives outside the 11 mile radius.
2. The officer lives in a neighborhood where the neighborhood covenants dictate where a vehicle may be parked.
3. The officer's residence will be vacant for more than 72 hours while that officer is taking vacation or other time off.
4. During inclement weather.

Vehicles will be returned and stored at the city shop or another area designated by the Chief under the following conditions:

- I. Vacation or days off when an officer's residence will be vacant for more than 72 hours and the vehicle cannot be garaged or placed out of public view.
2. On the job injury.
3. Other circumstances which may be directed by the Chief of Police.

ARTICLE 31

SENIORITY SHIFT SELECTION

SECTION 31.1 Each officer assigned to patrol shift duties shall be allowed to select his/her shift assignment on an annual basis, based upon seniority within each rank.

The Chief of Police shall provide the President of the Local, or his/her designee, with a breakdown of each shift, specifying the number of Lieutenants and Sergeants to be assigned to each shift, and the total number of officers to be assigned to each shift, no later than April 15th of each year. The Chief of Police shall also provide the Local with a list of officers, by rank, along with the seniority date of each officer who will be making a seniority shift assignment selection, no later than April 15th of each year.

The Local shall return to the Chief of Police a completed shift selection sheet reflecting shift selections based upon seniority no later than May 15th. The shift selection list will become final as of June 1st, and will be posted at that time. Seniority shift changes will take effect on the first Sunday in July of each year.

SECTION 31.2 Corporals will select before officers holding the rank of Patrol Officer, who shall select last.

APPENDIX A

HOURLY BASE RATE

EFFECTIVE JULY 1, 2022, without the passage of a Public Safety District (PSD) Ad Valorem Tax

STEPS	START	FTO	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS
	1	2	3	4	5	6	7	8	9
NON-CERTIFIED	\$19.48	\$21.00							
CERTIFIED	\$21.62	\$22.21	\$22.88	\$23.56	\$24.27				
CORPORAL STEPS	\$25.42		\$26.01	\$26.65	\$27.28	\$27.93	\$28.59	\$29.45	\$30.63
SERGEANT STEPS			\$29.23	\$30.07	\$30.92	\$31.65	\$32.41	\$33.38	\$34.72
LIEUTENANT STEPS			\$33.14	\$34.07	\$35.02	\$35.84	\$36.71	\$37.81	\$39.32
CAPTAIN STEPS				\$37.76	\$38.67	\$39.61	\$40.57	\$41.79	\$43.46

APPENDIX A.1

HOURLY BASE RATE

EFFECTIVE JULY 1, 2022, with the passage of a Public Safety District (PSD) Ad Valorem Tax

STEPS	START	FTO	1 YEAR	2 YEARS	3 YEARS	4 YEARS	5 YEARS	6 YEARS	7 YEARS	8 YEARS	9 YEARS	10 YEARS	11 YEARS
	1	2	3	4	5	6	7	8	9	10	11	12	13
NON-CERTIFIED	\$19.78	\$21.30											
CERTIFIED	\$21.92	\$22.51	\$23.18	\$23.86	\$24.57								
CORPORAL STEPS	\$25.72		\$26.31	\$26.95	\$27.58	\$28.23	\$28.89	\$29.75	\$30.63	\$31.54	\$32.48	\$33.44	\$34.43
SERGEANT STEPS			\$29.53	\$30.37	\$31.22	\$31.95	\$32.71	\$33.68	\$34.72	\$35.72	\$36.78	\$37.87	\$39.00
LIEUTENANT STEPS			\$33.44	\$34.37	\$35.32	\$36.14	\$37.01	\$38.11	\$39.32	\$40.41	\$41.62	\$42.86	
CAPTAIN STEPS				\$38.06	\$38.97	\$39.91	\$40.87	\$42.09	\$43.46	\$44.63	\$45.96	\$47.33	

Approved by Local #3 of the IUPA on the 2nd day of Aug, 2021.


DENNIS RAINS, Vice President

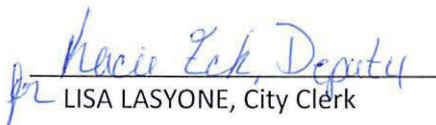
Approved by the City of Shawnee on the 2nd day of Aug, 2021.

CITY OF SHAWNEE



ATTEST:


ERIC BENSON, City Manager


LISA LASYONE, City Clerk

APPROVED AS TO FORM AND LEGALITY THE 2nd DAY OF August, 2021.


JOE VORNDRAN, City Attorney

Regular Board of Commissioners

2. h.

Meeting Date: 12/20/2021

Union Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2021-2022.

Attachments

Memo

Agreement



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2021-2022.

Background: This agreement was approved by International Association of Fire Fighters (IAFF) Local No. 206 and the City Manager's Office on July 27, 2021. In reviewing the associated materials, it was determined that the agreement had not been formally approved by the City of Shawnee Board of Commissioners.

This is a housekeeping item to provide the formal approval of the agreement.

Financial Impact: The financial impact that was not previously budgeted is approximately \$90,624. This is addressed in the companion budget amendment item.

Attachment: Agreement.

Staff Recommendation: Approval of the item.



AGREEMENT BETWEEN
THE CITY OF SHAWNEE, OKLAHOMA
AND

LOCAL #206

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
AFL-CIO/CLC

JULY 1, 2021 – JUNE 30, 2022

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ARTICLE I

PURPOSE OF AGREEMENT

Section 1.01. It is the intent and purpose of this Agreement, entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation (the "City") and LOCAL NO. 206, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS; AFL-CIO/CLC (the "Union") to assure sound and beneficial working and economic relationships between the parties and to provide an orderly means to resolve grievances that may arise during the term of this Agreement. It shall be the duty of both parties to bargain in good faith concerning wages, hours, and other terms and conditions of employment deemed to be in the best interest of public welfare and safety.

ARTICLE II RECOGNITION

Section 2.01. The City recognizes the Union as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. For the purpose of this section, a permanent employee is an individual who has successfully completed the probationary period.

Section 2.02 The standard probationary period is one (1) year. However, If a new employee has not obtained Fire Fighter I at the time of initial employment and is required to attend the Fire Academy, the employee's probationary period will be extended for the length of time that the employee is at the Fire Academy or at least three (3) months after the employee successfully completes the Fire Academy whichever is longer. This extension of the probationary period is to allow Fire Department supervisors sufficient time to evaluate the employee's performance. During the extension of the probationary period for the purpose of obtaining training, the employee will still be eligible to be considered for any merit increases or any increases in the portion the City contributes towards health insurance at the end of the initial twelve month period.

ARTICLE III AUTHORITY AND TERM

Section 3.01. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2021 and shall remain in full force and effect until the 30th day of June, 2022.

Section 3.03. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the City are to be included as matters of collective bargaining, it is the obligation of the Union to serve written notice of request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, the last day on which monies can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

Section 3.04. During the term of this Agreement, it shall be the obligation of the City and the Union to meet within ten (10) days after notice has been filed by either party to negotiate any amendments, addendums, or changes that do not require the appropriation of monies.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, and power of authority which the City has not officially abridged, delegated, granted or modified by the agreement are retained by the City and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively without limitation, within the rights of the City.

Section 4.02. Except as may be limited hereinafter, the City retains the rights in accordance with the Constitution and laws of the State of Oklahoma, and the responsibilities and duties contained in the laws of the State of Oklahoma, the Charter of the City of Shawnee, the Ordinances, and regulations promulgated thereunder:

- a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;
- b. To assign working hours, including overtime;
- c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;
- d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- e. To determine the safety, health and property protection measures for the Fire Department;
- f. To allocate and assign work to the members of the bargaining unit within the Fire Department;
- g. To be the sole judge of the qualifications of applicants and training of new employees;
- h. To establish and enforce Fire Department rules, regulations and orders;
- i. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;
- j. To determine the number of employees and supervision necessary;
- k. To control the departmental budget;
- l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency

ARTICLE V

PERSONNEL REDUCTION

Section 5.01. In the case of a personnel reduction, the members of the bargaining unit with the least seniority shall be laid off first, subject to a thirty (30) day notice to each member for the purpose of providing the opportunity of incumbent members to exercise their pension options. Time in the Shawnee Fire Department shall be given the utmost consideration.

Section 5.02. For the purpose of this Article, seniority shall be determined by the length of continuous service with the Shawnee Fire Department.

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI

UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;
- b. Negotiations with the City – 15 minutes before the meeting throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the

bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action

ARTICLE VII

PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, *i.e.*, strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL- CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.
- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3(a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.
 - i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manager for resolution advising the basis for such claim.
- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
 - i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains

who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

- iii.. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.
- iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
- v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers;
- d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00 a.m. and ends the following Sunday morning at 7:00 a.m.

ARTICLE X

OVERTIME, CALL-BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below twelve (12) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a "call back roster." Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called back for less than twelve hours cumulative will not lose their turn on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training and for every hour of travel for trips in excess of 75 miles one way. If more than two on the same shift seek voluntary training, those beyond two will count against the calendar. No person shall be bumped from training if the calendar is full.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to four hundred eighty (480) hours.

ARTICLE XI TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance. Members at the rank of firefighter may only trade with members of equal rank. Members who hold the rank of Lieutenant may trade within rank or one rank above. Members who hold the rank of Captain or above may trade within rank or one rank above or below. Members will be limited to two hundred and forty (240) hours of trading time per calendar year. This cap applies only to the employee who is not present, not to the employee who is substituting for the scheduled employee.

ARTICLE XII

WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back on in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City agrees to absorb changes in the insurance premiums to ensure the employee portion remains at the following amounts (per month) for insurance coverage during fiscal year 2021 – 2022:

	PPO-750	PPO-1000	PPO-2000
Employee Only:	\$111.26	\$96.46	\$63.04
Employee/Spouse	\$351.68	\$324.92	\$247.44
Employee/Child(ren)	\$252.96	\$229.84	\$162.80
Employee/Family:	\$572.90	\$535.40	\$426.74

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	\$50,000.00
Accidental Death	\$50,000.00
Dismemberment up to	\$50,000.00

ARTICLE XIV

MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained in this document.

ARTICLE XV MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be given to the Fire chief who shall forward them to the Personnel Department. On return from leave the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the "three (3) off rule."

ARTICLE XVI

SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave- sick leave is granted when members are unable to perform their duties because of personal illness, injury or disability.

Section 16.02. Family Leave- family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter's immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member's accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave-members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member's immediate family. Immediate family is defined as the member's or the member's spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members taking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave, to include working for compensation while on sick leave, will be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	4.62 hours	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be in one (1) hour increments.

ARTICLE XVIII HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th
New Year's Eve (1/2 day)	December 31st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (1/2) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, or one hundred eighty (180) hours for day shift personnel.

Section 18.05. For members who promote from a line position on 24-hour shift to a day shift position, their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX

LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX

INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control office for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. Firefighters shall comply with the work restrictions imposed by his/her treating physicians. Firefighters will notify the Fire Chief about secondary employment and should not engage in any secondary employment or other activities that would be in violation of restrictions imposed by treating physician. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49—111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an injury or illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Fire Chief shall determine if a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Fire Department and it is within the restrictions set by the employee's physician, the employee shall be required to accept the position. If a position is available outside the Fire Department, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Assisting in records entry, filing, etc.
- Inspections
- Investigation that can be done by telephone or computer
- Answering telephone
- Planning, mapping, telephone assistance in EOC Inventory
- GIS
- Training and education
- Public relations

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief
3. The employee will provide a follow up physician's re-evaluation and report every thirty days or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief, in consultation with the Human Resources Director, will determine if there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file.
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Fire Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave. If the employee is assigned to a 40 hour week work schedule, the conversion table shall be used to compute his pay.

Any member on light duty will be allowed to go to his scheduled physical therapy during their light duty work day and it will not count against his/her time. This time off will be just as if he/her were still on workers compensation, the city will cover it.

Any member on light duty will not be counted towards the minimum manning off any shift or the three off on the calendar.

Section 20.07. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

Section 20.08. Forth slot on scheduling leave will comply with the following rules:

1. The slot can be scheduled thirty days in advance as all other leave, as long as the Fire Department is above minimum manning.
2. This is a fourth calendar slot to be used in one (1) to four (4) hour increments.
3. There is to be only one use per shift.
4. There will be no "stacking."
5. There will be no transfer of the slot to another member.
6. There will be no exchange time.
7. Any necessary leave cancellation will be handled the same as other leave in accordance with Section 10.03 of the CSA and SFD SOG #A.0011.

ARTICLE XXI RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. They neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII

LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

- 2 – Long Sleeved Shirts
- 2 - Short Sleeved Shirts
- 2 - Short Sleeved Pull over Golf Shirts
- 3 - Pairs of Pants
- 1 - Uniform Jacket (light and heavy)
- 2 - Badges (shirt and jacket(s))
- 1 - Belt
- 2 - Shirt and Jacket Insignia
- 2 - Name Plates (shirt and jacket)
- 3 - Tee Shirts
- 1 - Ball Cap
- 1 - Pair of Coveralls
- 1 – Job shirt (every other year)
- 1 - Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall result in disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

- 1 - Pair of Bunker Boots
- 2 - Pairs of Gloves
- 1 - Helmet with Strap and liners
- 1 - Helmet Face Protector Shield or Goggles
- 1 - Pair of Bunker pants with Suspenders
- 1 - Bunker Coat
- 2- Nomex Hood
- 1- Nomex Coveralls
- 1- Wildland Coat
- 1- Wildland Pant
- 1- Wildland Boots
- 1- Wildland Helmet
- 1- Wildland Gloves
- 1- Wildland Goggles

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

Section 24.05 The City and the Union agree to have a Labor Management meeting as set out in Article XXIII for the purpose of discussing the possibility of removing items, adding items to be issued (including shorts), and altering the number of items, as well as changing distribution to once a year and as needed for replacement. The list submitted during negotiations for the FY 16-17 Agreement will be used as the basis for discussion. Any agreement reached will be incorporated into this CBA by Amendment.

Section 24.06 The Fire Chief may approve take-home units for officers who live beyond the eleven mile radius for those he deems necessary.

ARTICLE XXV LONGEVITY

Section 2501. To encourage career service, **longevity** pay shall be granted in addition to the base wage as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 2502. Longevity shall be computed based on the last date of **hire** with the City, as per the following schedule.

Years of Continuous Service	Hourly Rate	
	24 Hour Shift	Days
4	\$.23	\$.34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI

EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member's educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member's ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

College <u>Credit Hours</u>	Hourly Rate 24 Hour Shift	Day
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate member's incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

	<u>24 Hour Shift</u>	Hourly Rate <u>Day</u>
#2 Firefighter II	.20	.29
#5 Paramedic -(OK DOH or National Registry)	.50	.74
#6 Haz Mat Tech -(OSU/Fire Service Training)	.20	.29
#7 Physical Fitness Excellence -(City's Criteria) —see schedule		
#8 Scuba -(City's Criteria) (grandfathered)	.20	.29
#9 One-120 hours of OSU Fire Service Continuing Professional Training or Career Tech Fire Service Training	.15	.22
#10 Physical Fitness 80% of Standard —see schedule		
#11 CLEET (Fire Prevention Only)	.20	.74
#12 Physical Fitness 100% of Standard —see schedule		
#13 Car Seat Installation Tech Certification	.25	.37
#14 Swift Water Rescue Max of 3 per year, no more than two per shift. Once shift reaches 5, only two can schedule off during the months of April, May and June until we reach 7 per shift	.25	.37

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Physical Fitness Incentives (7, 10, 12)

Incentive	Percentage:	24 Hour shift	Day Shift
7	60%	.20	.29
7	65%	.25	.37
7	70%	.30	.44
7	75%	.35	.51
10	80%	.40	.59
10	85%	.45	.66
10	90%	.50	.74
10	95%	.55	.81
12	100%	.60	.88

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training or Career Tech Training Record.

Training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10 or similar training verification from Career Tech.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will be subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall neither be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and City Manager. The application must be submitted prior to enrollment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, required fees, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center. Tuition and required fees for traditional classroom courses shall not exceed tuition and required fees at Oklahoma State University or the University of Oklahoma for traditional classroom courses; tuition and required fees for online courses shall not exceed tuition and required fees for Oklahoma State University or the University of Oklahoma online courses.

ARTICLE XXVII WAGES

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

<u>Classification</u>	<u>Pay Range</u>
Firefighter	01F
Corporal	02F
Sergeant	11F
Lieutenant	12F
Captain	21F
Major	22F
Deputy Fire Marshal	21 (D)
Training Officer	31 (D)
Battalion Chief	31F
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step "5" of their pay classification range.

Anniversary date for all members shall be their date of employment. Upon promotion to a higher rank the member's merit date becomes the date of promotion and their anniversary date will be used for longevity only. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation. In the event a member is demoted, the member's merit date becomes the date of the demotion and their anniversary date will be used for longevity only.

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have seven (7) years on the department before they can test. To make the rank of Battalion Chief: the member must have ten (10) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

ARTICLE XXVIII SAVINGS CLAUSE

Section 28.01. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; and to this end the provisions of this Agreement are severable.

Section 28.02. All amendments to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendment specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendix specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief's Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City of Shawnee recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol, and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 30.02. Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 30.03. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.* (the "Act") as amended, and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Page 40.

Section 30.04. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 30.05. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances :

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol ;
- c. Receipt of a report of drug and/or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug and/or alcohol testing at any time.
- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the

designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 30.06. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post-accident testing.

Section 30.07. Random Testing: The City may conduct random testing of on duty personnel during the time: of 0730 to 1900 for randomly selected members for unannounced random testing for drugs and/or alcohol.

Section 30.08. Periodic Scheduled Testing: The City may require an employee to undergo drug and/o alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

Section 30.09. Post-Rehabilitation Testing: The City may require an employee to undergo drug and/o alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 30.10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection. Storage, transportation, testing facilities, and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification, in a confidential setting of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the

City's test, he/she may do so as provided in this policy by asking for the "B" sample to be tested or by having another sample drawn. The employee must have the sample collected within one hour of the City's sample and such sample and retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 30.14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 30.15. Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. to comply with a valid judicial or administrative order;
- b. as admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. to employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 30.16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test. Action taken will be subject to the CBA grievance procedure.

- a. Employees who approach the City 1 hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. .

- b. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.
- c. Any future recurrence of abuse with the same or any other substance will result in termination of employment.
- d. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug and/or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 30.17. Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 30.18. Responsibilities of Individuals: To comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to starting work.
- b. **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while being impaired by any restricted substance identified in this policy.
- c. **Reporting Violations:** The services provided by certain employees are performed at times under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING. PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

IN WITNESS WHEREOF, the parties have set their hands this 27th day of July, 2021.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Chance Allison

City Manager Chance Allison

ATTEST

(SEAL)



Lisa Lasyone

City Clerk Lisa Lasyone

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206

Patrick Winsett

President Patrick Winsett

Attest:

James Kriwanek

Secretary James Kriwanek

APPROVED AS TO FORM AND LEGALITY THE 2nd DAY OF August, 2021.

Joe Vorndran

JOE VORNDRAN, City Attorney

APPENDIX A

EFFECTIVE July 1, 2021

July 1, 2021-June 30, 2022 Payscale

	Class	PFF	1	2	3	4	5
Firefighter	01F	\$13.73	\$14.37				
Corporal			\$15.07	\$15.80	\$16.55		
Sergeant	11F		\$18.43	\$19.30	\$20.18	\$21.09	\$ 22.05
Lieutenant			\$22.63	\$23.72			
Captain	21F		\$24.84	\$26.03			
Major			\$27.25	\$28.53			
Battalion Chief	31F		\$28.68	\$30.07			
Dep. F.M.	21-D		\$36.50	\$38.31			
F.M./Train Officer	31-D		\$42.24	\$44.27			

EFFECTIVE July 1, 2022

July 1, 2022-June 30, 2023 Payscale

	Class	PFF	1	2	3	4	5
Firefighter	01F	\$14.11	\$14.79				
Corporal			\$15.51	\$16.26	\$17.05		
Sergeant	11F		\$18.43	\$19.30	\$20.18	\$21.09	\$ 22.05
Lieutenant			\$22.96	\$24.08			
Captain	21F		\$25.25	\$26.48			
Major			\$27.77	\$29.13			
Battalion Chief	31F		\$30.56	\$32.06			
Dep. F.M.	21-D		\$37.17	\$38.98			
F.M./Train Officer	31-D		\$44.99	\$47.19			

WAGE CONVERSION WORKSHEET
Line Personnel - Day Personnel

- 365 days in a year X 24 hours in a day = 8760 hours a year
- 8760 hours / 3 shifts = An average of 2920 hours per shift (Green, Red, and Blue)
- Average 11.3 pay periods per shift per year @ 120 hours;
120 – 106 = 14 hours overtime x 11.33 pay periods = 158.62 hours overtime
- Average 3.3 pay periods per shift per year @ 144 hours;
144 – 106 = 38 hours overtime x 3.33 pay periods = 126.54
- 158.62 + 126.54 = 285.16 total average overtime per shift per year
- 285.16 / 2 = 142.58 add to annual hours @ straight time
- 2920 + 142.58 = 3062.58 total annual hours.

- 2080 annual day hours
- 3062 annual line hours
- 2080 / 3062 = .6793 conversion factor

CONVERSION FACTOR
.6793

Example:

Line personnel receive a \$0.40 / hour increase;
.40 / .6793 = .5888 or \$0.59 / hour increase for day personnel

Day personnel receive a \$1.10 / hour increase;
1.10 X .6793 = .75 or \$0.75 / hour increase for line personnel

Regular Board of Commissioners

2. i.

Meeting Date: 12/20/2021

Union Agreement

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2022-2023.

Attachments

Memo

Agreement



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Acknowledge and approve a Collective Bargaining Agreement with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2022-2023.

Background: This agreement was approved by International Association of Fire Fighters (IAFF) Local No. 206 and the City Manager's Office on July 27, 2021. In reviewing the associated materials, it was determined that the agreement had not been formally approved by the City of Shawnee Board of Commissioners.

This is a housekeeping item to provide the formal approval of the agreement.

Financial Impact: This agreement will be funded in the Fiscal Year 2022-2023 budget.

Attachment: Agreement.

Staff Recommendation: Approval of the item.



AGREEMENT BETWEEN
THE CITY OF SHAWNEE, OKLAHOMA
AND

LOCAL #206

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

AFL-CIO/CLC

JULY 1, 2022 – JUNE 30, 2023

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ARTICLE I

PURPOSE OF AGREEMENT

Section 1.01. It is the intent and purpose of this Agreement, entered into by and between the CITY OF SHAWNEE, OKLAHOMA, a municipal corporation (the "City") and LOCAL NO. 206, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS; AFL-CIO/CLC (the "Union") to assure sound and beneficial working and economic relationships between the parties and to provide an orderly means to resolve grievances that may arise during the term of this Agreement. It shall be the duty of both parties to bargain in good faith concerning wages, hours, and other terms and conditions of employment deemed to be in the best interest of public welfare and safety.

ARTICLE II RECOGNITION

Section 2.01. The City recognizes the Union as the sole and exclusive bargaining agent for all permanent employees of the Shawnee Fire Department, excluding the Fire Chief, and one administrative assistant. For the purpose of this section, a permanent employee is an individual who has successfully completed the probationary period.

Section 2.02 The standard probationary period is one (1) year. However, If a new employee has not obtained Fire Fighter I at the time of initial employment and is required to attend the Fire Academy, the employee's probationary period will be extended for the length of time that the employee is at the Fire Academy or at least three (3) months after the employee successfully completes the Fire Academy whichever is longer. This extension of the probationary period is to allow Fire Department supervisors sufficient time to evaluate the employee's performance. During the extension of the probationary period for the purpose of obtaining training, the employee will still be eligible to be considered for any merit increases or any increases in the portion the City contributes towards health insurance at the end of the initial twelve month period.

ARTICLE III AUTHORITY AND TERM

Section 3.01. The City and the Union have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the City and the Union.

Section 3.02. This Agreement shall be effective as of the 1st day of July, 2022 and shall remain in full force and effect until the 30th day of June, 2023.

Section 3.03. Whenever wages, rates of pay or any other matters requiring appropriation of monies by the City are to be included as matters of collective bargaining, it is the obligation of the Union to serve written notice of request of collective bargaining on the corporate authorities at least one hundred twenty (120) days before June 23rd, the last day on which monies can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

Section 3.04. During the term of this Agreement, it shall be the obligation of the City and the Union to meet within ten (10) days after notice has been filed by either party to negotiate any amendments, addendums, or changes that do not require the appropriation of monies.

ARTICLE IV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.01. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects and in accordance with its responsibilities, and power of authority which the City has not officially abridged, delegated, granted or modified by the agreement are retained by the City and all rights, powers and authority the City had prior to the signing of this Agreement are retained by the City, and remain exclusively without limitation, within the rights of the City.

Section 4.02. Except as may be limited hereinafter, the City retains the rights in accordance with the Constitution and laws of the State of Oklahoma, and the responsibilities and duties contained in the laws of the State of Oklahoma, the Charter of the City of Shawnee, the Ordinances, and regulations promulgated thereunder:

- a. To determine Fire Department policy, including the right to manage the affairs of the Fire Department;
- b. To assign working hours, including overtime;
- c. To direct the members of the bargaining unit, including the right to terminate, suspend, discipline, promote or transfer any member subject to this Agreement and the grievance procedure hereinafter set forth;
- d. To determine the table of organization of the Fire Department, including the right to organize the Fire Department and the determination of job classifications and ranks based upon duties assigned;
- e. To determine the safety, health and property protection measures for the Fire Department;
- f. To allocate and assign work to the members of the bargaining unit within the Fire Department;
- g. To be the sole judge of the qualifications of applicants and training of new employees;
- h. To establish and enforce Fire Department rules, regulations and orders;
- i. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing techniques;
- j. To determine the number of employees and supervision necessary;
- k. To control the departmental budget;
- l. To take whatever actions may be necessary to carry out the mission of the City in situations of emergency

ARTICLE V

PERSONNEL REDUCTION

Section 5.01. In the case of a personnel reduction, the members of the bargaining unit with the least seniority shall be laid off first, subject to a thirty (30) day notice to each member for the purpose of providing the opportunity of incumbent members to exercise their pension options. Time in the Shawnee Fire Department shall be given the utmost consideration.

Section 5.02. For the purpose of this Article, seniority shall be determined by the length of continuous service with the Shawnee Fire Department.

Section 5.03. No new employee shall be hired until the member or members laid off and the Union have been notified by registered mail and the member is given a fourteen (14) day period for reinstatement of employment.

Section 5.04. In the case of reduction of certain positions, as the result of a general personnel reduction, the members of the bargaining unit with the least seniority in those certain positions may be placed in the next lower position. Any member affected by this section shall not suffer from any loss of pay or seniority.

Section 5.05. Any member laid off for more than one (1) year must pass both the pension physical and the minimum requirements for physical fitness (City criteria).

ARTICLE VI

UNION RIGHTS AND RESPONSIBILITIES

Section 6.01. This Agreement shall be binding upon the successors and assigns of the parties hereto during the term of this Agreement, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto.

Section 6.02. After written notice to the Fire Chief, Union representatives may be granted time off without loss of pay to conduct Union business. Time off shall be granted so long as it does not impede the operation of the Fire Department, as determined by the Fire Chief and so long as it does not exceed the following limitations:

- a. OSFA Convention – Time Off as needed for attendance of the authorized delegates;
- b. Negotiations with the City – 15 minutes before the meeting throughout the meeting, and 15 minutes after;
- c. Safety committee – 5 minutes before the meeting, throughout the meeting, and 5 minutes after the meeting;
- d. PFFO Convention – Time off will be granted for three members to attend the convention for a period not to exceed three (3) days.

Section 6.03. The City agrees not to discriminate against any member for his activity on behalf of, or membership in, the Union or its affiliate organizations.

Section 6.04. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation of and administration of the Fire Department currently in effect on the effective date of this Agreement, shall be deemed a part of this Agreement unless and except as modified or changed by the specific terms of this Agreement.

Section 6.05. The City agrees to deduct biweekly dues and assessments in an amount certified to be corrected by the Secretary/Treasurer of the Union for the pay of those members who individually request, in writing, that such deduction be made. The total amount of deduction shall remain in force until canceled by the member. The Union shall pay the City twenty-five (25) cents per month per member for such service. On July 1st and on January 1st of each year the members may change the amount being withheld as dues and assessments. No other changes will be permitted throughout the year except to add or delete a member from those having deductions made. All changes, additions or deletions shall be made only with written authorization from the individual member. The union agrees to indemnify the City and hold harmless from any liability arising out of the City's reliance on the written request presented to it.

Section 6.06. When a member of the bargaining unit has been promoted to another classification and is unable to perform his new assignment within ninety (90) days, he shall be allowed to return to his previous job without loss of seniority. If a member of the bargaining unit is selected or promoted in accordance with the promotional procedures set forth in the Collective Bargaining Agreement and Shawnee Fire Department SOG's to fill a position or rank which was vacated due to the promotion of a member of the

bargaining unit to another position or rank, then that selection or promotion shall be deemed conditional and subject to revocation in the event the member of the bargaining unit who vacated the position or rank is returned to the position or rank under the provisions set forth in this Article. Nothing within this section shall be interpreted as establishing a requirement that vacated positions must be filled. Further, nothing within this section shall be interpreted as establishing specific or mandatory staffing levels for any rank or position within the Department.

Section 6.07. Management or members shall have the right to have their Union President or his Designee present during any oral or written reprimand, investigative interview or any other disciplinary action

ARTICLE VII

PROHIBITION OF STRIKES

Section 7.01. During the term of this Agreement, the Union agrees to a prohibition of any job action, *i.e.*, strikes, work slowdowns, mass absenteeism, or being a party to such activities. In addition, the Union agrees not to petition its affiliate, AFL- CIO, for legal sanction to strike during the term of this Agreement. The Union shall not be in breach of agreement where the acts and actions here in to fore enumerated are not caused or authorized by the Union.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 8.01. The Union or any member of the bargaining unit covered under this Agreement may file a grievance within twenty (20) calendar days of the alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement.

Section 8.02. The Union President, or his authorized representative, may report an impending grievance to the Fire Chief in an effort to forestall its occurrence.

Section 8.03. Any controversy between the City and the Union or any member concerning the interpretations, enforcement or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

- a. The grievance shall be discussed by the member with the Fire Chief or his designee. At or before the discussion, the grievant will advise what procedure or practice is being contested and which provision of this Agreement or prevailing practice is alleged to have been violated. Said member's Union President, or his alternate, shall be present at said discussion. The answer will be submitted by the Fire Chief or his designee in writing within twenty (20) calendar days of such discussion to the member(s) involved, and to the Union President.
- b. The parties agree to cooperate in the investigation of the grievance and to make available to each other upon reasonable request, any evidence that is relevant to the matter involved in the pending grievance.
- c. If the grievance is not settled by the provisions of Section 3(a) of this Article, it shall be submitted in writing to the Union Grievance Committee. Within twenty (20) calendar days of the Chief's written response, the Union Grievance Committee shall determine, in their sole discretion and judgment, whether or not a grievance exists within the terms and conditions of this Agreement and shall advise the Chief of their decision to exercise either action provided for in sub-step (1) or (2) below.
 - i. If the Union Grievance Committee finds a grievance does not exist, it shall so inform the Fire Chief in writing, and no further proceedings shall be necessary.
 - ii. If the Union Grievance Committee finds a grievance does exist, the Grievance committee shall submit, in writing, the grievance to the City Manager for resolution advising the basis for such claim.
- d. The City Manager shall submit his answer in writing to the Union Grievance Committee, the member involved, and the Fire Chief within twenty (20) calendar days, specifying the basis for his decision. If the City Manager and the Union Grievance Committee have not settled the grievance within twenty (20) calendar days, it may be submitted to arbitration for resolution as follows:
 - i. A request shall be made for a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
 - ii. Within fifteen (15) calendar days from the receipt of such panel, a representative of the Union and the City shall meet and alternately strike names until one (1) arbitrator remains

who then shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name.

- iii.. Upon notification to the Federal Mediation and Conciliation Service of the selection of the arbitrator, and the arbitrator is contacted, the date for the arbitration hearing shall be set within fifteen (15) calendar days from the date the arbitrator is notified of his selection.
- iv. After the conclusion of the hearing, the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the City.
- v. With respect to the interpretation, enforcement, or application of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.
- vi. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.
- vii. The cost of the impartial arbitrator shall be shared equally between the Union and the City. If a transcript of the proceedings is requested, the party requesting shall pay for it.

Section 8.04. All time limits set forth in this Article may be extended by mutual consent, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance. If the City fails to answer in the time provided above, the grievance shall be considered valid and the remedy sought will be allowed. Such resolution will not establish a precedent for the parties. If the date an action is to take place falls on a Saturday, Sunday, or legal holiday as set forth in Article 18, then the act shall be performed on the next regularly scheduled business day.

Section 8.05. It is specifically and expressly understood that filing a grievance under this article, which has as its last step, arbitration that is final and binding, constitutes an election of remedies and a waiver of any and all rights of the parties, the Union and City or representatives of either party, to litigate or otherwise contest the last answer rendered through the Grievance procedure in any court or other appeal form. The only exception to this rule is that either party may seek to vacate any decision of an arbitrator contemplated herein under the following conditions:

- a. Where procured by corruption, fraud, or other undue means;
- b. Where the arbitrator was guilty of partiality, corruption, or misconduct;
- c. Where the arbitrator exceeded his powers;
- d. Where the award is in violation of state and/or federal law(s).

ARTICLE IX HOURS AND WORK PERIOD

Section 9.01. The twenty-four (24) hour shift members shall continue to work the current, three platoons, twenty-four (24) hour shift.

Section 9.02. The twenty-four (24) hour shifts are comprised of the following days on duty and off duty: day on duty, day off duty, day on duty, day off duty, day on duty, four (4) days off duty. Each day shall begin at 7:00am the next day, comprising twenty-four (24) hours. Each duty day consists of twenty-four (24) hours of relief of duty. This sequence continues up to four (4) days off duty.

Section 9.03. For all twenty-four (24) hour shift members there is hereby established a series of work periods of fourteen (14) days duration that coincide with the current biweekly pay period.

Section 9.04. Day members shall work a ten (10) hour day, four (4) days a week schedule. For all day members, there is in effect a standard seven (7) day work week that begins Sunday morning at 7:00 a.m. and ends the following Sunday morning at 7:00 a.m.

ARTICLE X

OVERTIME, CALL-BACK AND OFF DUTY TRAINING

Section 10.01. The twenty-four (24) hour shift members shall receive overtime at one and one-half times their regular rate for hours accumulated in excess of one hundred and six (106) hours per fourteen (14) day work period.

Section 10.02. Day Members shall receive overtime at one and one-half times their regular rate of hours accumulated in excess of forty (40) hours per seven (7) day work period.

Section 10.03. Except as provided herein, all leave granted shall be allowed. In the event that staffing on a shift falls below twelve (12) or additional staffing needed for any reason other than an incident resulting in calling back the entire shift or shifts, members shall be called back from a "call back roster." Members may elect to sign up on the call back roster. The call back roster will be a permanent list and a member may elect to remove himself from the list at any time, and any member not on the list may add his name to the bottom of the rotation at any time. The call back roster shall be maintained in the office of the Battalion Chiefs. The call back roster shall be a rotating list. Members on the call back roster will be called according to the standard operating guidelines. Members being called back for less than twelve hours cumulative will not lose their turn on the call back roster. Members shall receive a two hour minimum for emergency call back.

Section 10.04. Off duty members shall receive pay one and one-half times their hourly rate of pay or compensatory time off at the rate of time and one-half, at their option, for each hour of attendance at training as required in writing by the Fire Chief.

Section 10.05. Any request by a member for voluntary non-incentive certifiable training will be considered on a case-by-case basis taking into consideration the benefit of the certified training course for the Fire Department. If a request for voluntary non-incentive certifiable training is approved by the Fire Chief, in writing, the Department will pay tuition as well as lodging and meals in compliance with the City's approved travel policy and will also allow the member time off for the training so long as the operations of the Fire Department are not impeded. Any member training off duty shall receive compensation time at the rate of one (1) hours of compensatory time for every hour of training and for every hour of travel for trips in excess of 75 miles one way. If more than two on the same shift seek voluntary training, those beyond two will count against the calendar. No person shall be bumped from training if the calendar is full.

Section 10.06. Members of the bargaining unit may use compensatory time in any manner they choose so long as the normal operations of the Fire Department are not impeded as determined by the officer in charge of the shift. Maximum accrual of compensatory time will be limited to four hundred eighty (480) hours.

ARTICLE XI

TRADING TIME

Section 11.01. The City agrees that members may trade time, provided the operations of the Fire Department are not impeded and the officer or officers in charge of the shift or shifts is notified in advance. Members at the rank of firefighter may only trade with members of equal rank. Members who hold the rank of Lieutenant may trade within rank or one rank above. Members who hold the rank of Captain or above may trade within rank or one rank above or below. Members will be limited to two hundred and forty (240) hours of trading time per calendar year. This cap applies only to the employee who is not present, not to the employee who is substituting for the scheduled employee.

ARTICLE XII

WORKING OUT OF CLASSIFICATION

Section 12.01. Any member covered by this Agreement who is required to accept the responsibilities and carry out the duties of a position or rank above that which he normally holds shall be stepped down and back on in the position or rank being filled for each shift worked out of classification after the first three (3) consecutive shifts.

ARTICLE XIII HEALTH AND LIFE

Section 13.01. The City agrees to make group health insurance coverage available to all members of the bargaining unit. The City agrees to absorb changes in the insurance premiums to ensure the employee portion remains at the following amounts (per month) for insurance coverage during fiscal year 2022 – 2023:

	PPO-750	PPO-1000	PPO-2000
Employee Only:	\$111.26	\$96.46	\$63.04
Employee/Spouse	\$351.68	\$324.92	\$247.44
Employee/Child(ren)	\$252.96	\$229.84	\$162.80
Employee/Family:	\$572.90	\$535.40	\$426.74

Section 13.02. The City agrees to provide all members with life insurance at no cost, in at least the following amounts:

Death Benefit	\$50,000.00
Accidental Death	\$50,000.00
Dismemberment up to	\$50,000.00

ARTICLE XIV

MUTUAL RESPONSIBILITY

Section 14.01. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties to undertake affirmative action to insure that members are treated without regard to race, color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status. Specifically, pursuant to guidelines of the Equal Employment Opportunity Commission, each part is obligated to take positive action in affording equal employment, training and promotional opportunities to all members as required by Title VII of the Civil Rights Act of 1964, as amended.

Section 14.02. In the event that any portion of this Agreement unintentionally conflicts with the City's capability to be in compliance with said Act, the EEOC Guidelines will be overriding to that portion of this Agreement.

Section 14.03. The Union and the City specifically recognize the necessity of continuous improvements in efficiency and effectiveness throughout the Fire Department operation. Both parties will cooperate in accomplishing these results.

Section 14.04. The Union and the City agree that no member shall be terminated specifically because of race color, religion, sex, national origin, age, marital status, veteran status, handicapped status, political affiliation, or any other protected status or without just cause, subject to the Grievance Procedure contained in this document.

ARTICLE XV MILITARY LEAVE

Section 15.01. Military leave shall be granted in accordance with state law. Members of the bargaining unit shall notify their supervisor of their schedule as soon as the information becomes available. Copies of orders to report shall be given to the Fire chief who shall forward them to the Personnel Department. On return from leave the member is to bring evidence of dates and time in attendance.

Section 15.02. Members on military leave shall not be counted toward the "three (3) off rule."

ARTICLE XVI

SICK LEAVE, FAMILY LEAVE, AND FUNERAL LEAVE

Section 16.01. Sick Leave- sick leave is granted when members are unable to perform their duties because of personal illness, injury or disability.

Section 16.02. Family Leave- family leave (charged to accrued sick leave) is granted when medical care is necessary or when illness or injury requires hospitalization or attendant care of a member of the firefighter's immediate family. (Immediate family is defined in Section 3). A maximum of seventy-two (72) hours per calendar year is allowed for twenty-four (24) hour shift members and forty (40) hours for day members. Additional time off may be granted charged to the member's accrued vacation or holiday leave. This provision is separate and apart from the Family and Medical Leave Act of 1993.

Section 16.03. Funeral Leave-members may be granted time off (charged to accrued sick leave) not to exceed two (2) consecutive shifts for twenty-four (24) hour shift members or three (3) consecutive work days for day members, due to a death in the member's immediate family. Immediate family is defined as the member's or the member's spouse, grandparent, grandchild, parent-in-law, former guardian, child, brother, sister, parent, and their spouses. Additional time off may be granted charged to the member's accrued vacation or holiday leave.

Section 16.04. Day members shall accrue 4.62 hours sick leave per biweekly pay period and twenty-four (24) hour shift members shall accrue 6.46 hours sick leave per biweekly pay period.

Section 16.05. The maximum accrual of sick leave shall be:

Day Employees	960 hours
Twenty-four (24) hour shift members	1,344 hours

Section 16.06. The officer in charge of the shift shall be notified prior to the start of the shift of the members taking sick leave.

Section 16.07. In the event of a serious illness or injury in which case the member received medical attention, a release for full duty is required from the attending physician before the member can return to work.

Section 16.08. False or fraudulent use of sick leave, to include working for compensation while on sick leave, will be cause for disciplinary action against the offending member. Such disciplinary action may include dismissal.

Section 16.09. Upon death, disability or service retirement, unused accumulated sick leave will be converted to vacation at a rate of one (1) vacation hour for every three (3) hours of accumulated sick leave up to a maximum of 1,344 sick leave (448 vacation) for twenty-four (24) hour shift members and a maximum of 960 hours sick leave (320 vacation) for day members. The converted hours shall not count against the member's regular vacation accrual.

Section 16.10. Any member who is off sick for more than three (3) shifts or three (3) consecutive days off for 40 hour personnel must bring in a doctor's statement before returning to work.

ARTICLE XVII VACATION

Section 17.01. Members of the bargaining unit shall receive vacation time in accordance with the number of years of continuous service with the City, as follows:

Twenty-four (24) hour shift members:

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	4.62 hours	120 hours (5 shifts)	240 hours (10 shifts)
5-10	6.46 hours	168 hours (7 shifts)	336 hours (14 shifts)
10-15	8.31 hours	216 hours (9 shifts)	432 hours (18 shifts)
15-ABOVE	11.08 hours	288 hours (12 shifts)	576 hours (24 shifts)

Day Members

<u>Years of Service</u>	<u>Biweekly Accrual</u>	<u>Yearly Accrual</u>	<u>Maximum Accrual</u>
1-5	3.08 hours	80 hours (10 days)	160 hours (20 days)
5-10	4.62 hours	120 hours (15 days)	240 hours (30 days)
10-15	6.15 hours	160 hours (20 days)	320 hours (40 days)
15-ABOVE	7.70 hours	200 hours (25 days)	400 hours (50 days)

Section 17.02. Members may use vacation time in any manner they choose, so long as normal operations of the Fire Department are not impeded. However, minimum use of vacation time will be in one (1) hour increments.

ARTICLE XVIII HOLIDAYS

Section 18.01. All members of the bargaining unit shall be entitled to ten (10) holidays and two (2) half holidays for which they shall receive pay at their regular rate. The authorized holidays shall be as follows:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve (1/2 day)	December 24th
Christmas Day	December 25th
New Year's Eve (1/2 day)	December 31st

Section 18.02. The City agrees that, if a holiday provided in the above schedule falls on a member's regularly scheduled day off or if the member is required to work on a holiday provided in the above schedule, the member shall be compensated for such holiday by receiving equivalent time off with pay at a later date.

Section 18.03. All twenty-four (24) hour shift members shall be granted on (1) shift of duty time off for each holiday and one-half (1/2) shift of duty time off for each one-half (1/2) holiday. All day members shall receive holiday time as it occurs.

Section 18.04. Members of the bargaining unit may use holiday time in any manner they choose, so long as the normal operations of the Fire Department are not impeded. The maximum accrual of holiday time shall not exceed eleven (11) holidays or two hundred sixty-four (264) hours for twenty-four (24) hour shift personnel, or one hundred eighty (180) hours for day shift personnel.

Section 18.05. For members who promote from a line position on 24-hour shift to a day shift position, their accrued holiday leave shall be converted by using the parity conversion factor in the appendix of this agreement.

ARTICLE XIX

LEAVES OF ABSENCE

Section 19.01. Leave without pay may be requested by a member of the bargaining unit through the Fire Chief to be approved by the City Manager. Leave without pay shall not exceed five (5) shifts for twenty-four (24) hour shift members or ten (10) shifts for day members. Circumstances requiring additional time shall be subject to approval by the City Manager.

Section 19.02. When members are required to perform jury duty or to appear in a court of law, they shall be compensated as follows:

- a. Jury duty required on scheduled days – members shall receive their regular salary or wages.
- b. If a member is involved in a personal court action, the member should be granted leave to attend to his business, but such time off will be charged to compensatory time, vacation, or holiday time in accordance with that Article.

The member shall not suffer loss of seniority during such absence, nor shall time off be charged to any other accrued leave.

ARTICLE XX

INJURY, WORKERS COMPENSATION AND EXPOSURE

Section 20.01. All members of the bargaining unit shall be covered by the provisions of the Workers' Compensation Act during the performance of their duties. A member injured while performing his assigned duties shall be entitled to the provisions of the Workers' Compensation Act. No member on occupational injury leave shall receive a combination of workers' compensation and salary in excess of or less than his regular pay.

Section 20.02. When a member has been injured or exposed or suspected exposed to bodily fluids or hazardous materials during the performance of their duties, they must report the injury or exposure or suspected exposure as soon as possible, regardless of the extent, to their immediate supervisor. The member shall fill out the City SD-12 Report for the injury, City Form 207 for bodily fluid exposure or suspected exposure, and the City SD-12 for hazardous material exposure or suspected exposure. If the member is unable to do so, their immediate supervisor must complete the reports.

Section 20.03. The member must notify the Safety Director of an injury and the exposure control office for an exposure or suspected exposure as soon as possible, due to reporting requirements and to ensure that proper medical treatment and follow-up care is completed.

Section 20.04. Firefighters shall comply with the work restrictions imposed by his/her treating physicians. Firefighters will notify the Fire Chief about secondary employment and should not engage in any secondary employment or other activities that would be in violation of restrictions imposed by treating physician. A member on workers' compensation paid leave shall exercise reasonable and necessary care during the recuperation process.

Section 20.05. Any member injured while performing his assigned duties and absent from work more than one (1) shift shall not be charged with his accrued sick leave. The member shall be entitled to time off in accordance with Title 11 Section 49—111. Sick leave will be accrued while off duty because of an on-the-job injury.

Section 20.06. Limited ("Light") Duty may be made available to employees who are temporarily disabled due to an injury or illness.

When an employee is released to return to limited duty, he will be temporarily assigned to duties consistent with his limitations or restrictions. The Fire Chief shall determine if a limited duty position is available and length of time that position will be provided. If the Chief determines a position is available within the Fire Department and it is within the restrictions set by the employee's physician, the employee shall be required to accept the position. If a position is available outside the Fire Department, the employee shall not be required to accept it.

Examples of limited duty include, but are not restricted to:

- Taking reports
- Assisting in records entry, filing, etc.
- Inspections
- Investigation that can be done by telephone or computer
- Answering telephone
- Planning, mapping, telephone assistance in EOC Inventory
- GIS
- Training and education
- Public relations

Procedure:

1. The employee will have his attending physician complete a work status form listing all work restrictions or special assignments.
2. The employee will submit the report to the Chief
3. The employee will provide a follow up physician's re-evaluation and report every thirty days or more frequently if requested. If the physician's restrictions are changed, the City may adjust or end the light duty status. The Light Duty status will be extended in thirty day increments, depending on the physician's findings, but shall not exceed ninety days.
4. The Chief, in consultation with the Human Resources Director, will determine if there is a position where the employee can provide assistance within reasonable accommodations, and will re-evaluate at least every thirty days.
5. Copies of all evaluations and assignments will be placed in the employee's confidential medical file.
6. Should the employee's disability or restrictions become permanent or an extension of limited duty not be granted, this limited duty provision shall come to an end and the employee shall be evaluated in accordance with other leave, retirement or assignment policies of the City of Shawnee and applicable law.

There are no permanent light duty assignments within the Fire Department. Limited duty is not an inherent right of employment but a principle of sound personnel management to temporarily utilize employees who are recovering from on-duty injuries or job-related illness and cannot yet return to their regular full duty status.

If an employee's restriction includes number of hours he can work, he may be granted limited duty for those hours with the remainder of his regular pay as injury (workers' compensation) leave. If the employee is assigned to a 40 hour week work schedule, the conversion table shall be used to compute his pay.

Any member on light duty will be allowed to go to his scheduled physical therapy during their light duty work day and it will not count against his/her time. This time off will be just as if he/her were still on workers compensation, the city will cover it.

Any member on light duty will not be counted towards the minimum manning off any shift or the three off on the calendar.

Section 20.07. The second member who is off on workers' compensation leave shall not be counted toward the "three (3) off rule."

Section 20.08. Forth slot on scheduling leave will comply with the following rules:

1. The slot can be scheduled thirty days in advance as all other leave, as long as the Fire Department is above minimum manning.
2. This is a fourth calendar slot to be used in one (1) to four (4) hour increments.
3. There is to be only one use per shift.
4. There will be no "stacking."
5. There will be no transfer of the slot to another member.
6. There will be no exchange time.
7. Any necessary leave cancellation will be handled the same as other leave in accordance with Section 10.03 of the CSA and SFD SOG #A.0011.

ARTICLE XXI

RULES AND REGULATIONS

Section 21.01. The Union agrees that members shall comply in full with all Fire Department rules and regulations, including those relating to conduct and performance.

Section 21.02. The City agrees that interpretation of department rules and regulations that affect wages, hours and other conditions of employment shall be subject to the Grievance Procedure.

Section 21.03. The City's Personnel Policies shall provide additional provisions not included in this Agreement. If any conflict should arise, this Agreement supersedes the City's Personnel Policies.

ARTICLE XXII SAFETY COMMITTEE

Section 22.01. The City and the Union agree to cooperate to the fullest extent in the promotion of safety through full disclosure of any information, results of survey and/or studies, new forms procedures, materials, equipment and any new concept in safety and health applicable to the Safety Committee.

Section 22.02. Three (3) members of the bargaining unit representing the Union and three (3) employees representing the City shall comprise the Safety Committee. In the event no consensus can be reached concerning the safety of a situation, a neutral party will be selected by the members of the Safety Committee. They neutral party will make a determination as to the safety of the situation.

Section 22.03. The Safety Committee shall meet at such a time as deemed necessary by the City and/or the Union.

Section 22.04. Committee members shall also be allowed while on duty to conduct investigations of safety and health problems if deemed necessary by the City and/or Union. Time off shall not impede the operation of the Fire Department as determined by the Fire Chief.

Section 22.05. All recommendations and reports from the Safety Committee shall be in writing and copies submitted to the City and to the Union.

Section 22.06. The Safety Committee shall conduct annual inspections of all fire apparatus, appliances, tools, and other equipment during the month of March. Any fire apparatus, appliances, tools, or equipment deemed unsafe, or in need of maintenance or repair by such inspection, shall be taken out of service and the City shall perform such maintenance or repair as soon as possible upon notice from the Safety Committee.

ARTICLE XXIII

LABOR/MANAGEMENT MEETINGS

Section 23.01. The City and the Union agree to conduct labor/management meetings when requested by either part. These shall be informative discussions between the City and the Union through designated representatives and shall have as their purpose, consideration of matters including, but not limited to, the following: the meaning and intent of this Agreement; the interpretation and application of rules, regulations and policies; the prevention and correction of conditions causing misunderstandings and grievances; the encouragement of good human relations in employee working conditions, education and training; and the strengthening of employees' morale. The Discussions shall relate to policy determinations but not to individual complaints or grievance. All actions taken as a result of these meetings will be consistent with this Agreement.

ARTICLE XXIV CLOTHING AND EQUIPMENT

Section 24.01. The City agrees to furnish and replace the following uniform items for the bargaining unit:

- 2 – Long Sleeved Shirts
- 2 - Short Sleeved Shirts
- 2 - Short Sleeved Pull over Golf Shirts
- 3 - Pairs of Pants
- 1 - Uniform Jacket (light and heavy)
- 2 - Badges (shirt and jacket(s))
- 1 - Belt
- 2 - Shirt and Jacket Insignia
- 2 - Name Plates (shirt and jacket)
- 3 - Tee Shirts
- 1 - Ball Cap
- 1 - Pair of Coveralls
- 1 – Job shirt (every other year)
- 1 - Station Wear Boots

The uniform items will be purchased at the discretion of the Fire Chief in terms of specifications, amount, and vendor.

It is the responsibility of the member to clean and maintain the items listed in this section and to report for duty in a uniform that is clean and in good repair. Failure to do so shall result in disciplinary action.

All items issued, as listed in this section, shall remain the property of the City of Shawnee. The City agrees to issue clothing, as applicable, to each member as near to October 1st and April 1st as possible each year.

Section 24.02. In addition, the City agrees to furnish at no cost to each member the following protective gear and equipment required by the City:

- 1 - Pair of Bunker Boots
- 2 - Pairs of Gloves
- 1 - Helmet with Strap and liners
- 1 - Helmet Face Protector Shield or Goggles
- 1 - Pair of Bunker pants with Suspenders
- 1 - Bunker Coat
- 2- Nomex Hood
- 1- Nomex Coveralls
- 1- Wildland Coat
- 1- Wildland Pant
- 1- Wildland Boots
- 1- Wildland Helmet
- 1- Wildland Gloves
- 1- Wildland Goggles

All items furnished, as listed in this section, shall remain the property of the City of Shawnee.

Section 24.03. The City agrees that the protective gear and equipment and the items of clothing will meet N.F.P.A. standards at the time of purchase and at replacement time due to damage or end of service life.

Section 24.04. Whenever the Fire Chief determines that replacement of a City owned uniform is necessary, the previously issued item must be surrendered. Uniform items purchased before July 1, 1989, need not be turned in or replaced. Uniform items and protective gear and equipment may not be worn off duty for any purpose not authorized by the Fire Chief. Members shall be required to return uniform items and protective gear and equipment issued under this article at the time of their separation, except as may be authorized by the Fire Chief.

Section 24.05 The City and the Union agree to have a Labor Management meeting as set out in Article XXIII for the purpose of discussing the possibility of removing items, adding items to be issued (including shorts), and altering the number of items, as well as changing distribution to once a year and as needed for replacement. The list submitted during negotiations for the FY 16-17 Agreement will be used as the basis for discussion. Any agreement reached will be incorporated into this CBA by Amendment.

Section 24.06 The Fire Chief may approve take-home units for officers who live beyond the eleven mile radius for those he deems necessary.

ARTICLE XXV LONGEVITY

Section 2501. To encourage career service, **longevity** pay shall be granted in addition to the base wage as shown in Appendix A. It shall be based upon the total years of continuous service with the City.

Section 2502. Longevity shall be computed based on the last date of **hire** with the City, as per the following schedule.

Years of Continuous Service	Hourly Rate	
	24 Hour Shift	Days
4	\$.23	\$.34
5	.26	.38
6	.29	.43
7	.32	.47
8	.35	.52
9	.38	.56
10	.41	.60
11	.44	.65
12	.47	.69
13	.50	.74
14	.53	.78
15	.56	.82
16	.59	.87
17	.62	.91
18	.65	.96
19	.68	1.00
20	.71	1.05
21	.74	1.09
22	.77	1.13
23	.80	1.18
24	.83	1.22
25	.86	1.27
26	.89	1.31
27	.92	1.35
28	.95	1.40
29	.98	1.44
30	1.02	1.50

Section 25.03. Longevity shall be included with the regular base wages and paid biweekly.

Section 25.04. The above schedule shall apply to all members as they become eligible. The amount now being paid to members shall remain fixed until such time the above schedule exceeds the amount they presently receive.

ARTICLE XXVI

EDUCATIONAL/SKILLS INCENTIVE AND TUITION ASSISTANCE

Section 26.01. Educational incentive – the City agrees to compensate member's educational incentive for successful completion (letter grade of "C" or better for each college hour) of college credit hours, applicable to a degree in the field of fire protection or any degree which enhances the member's ability to perform his or her duties or is considered to benefit the City. Upon receipt of an officially sealed college transcript, the City shall pay incentive as per the following schedule:

College <u>Credit Hours</u>	Hourly Rate 24 Hour Shift	Day
32	.16	.24
66	.32	.47
90	.48	.71
124	.64	.94

Educational incentive shall be included with the regular base wages and paid bi-weekly.

Section 26.02. Skills incentive – the City agrees to compensate member's incentive for certification of special skills. Upon proof of certification, including renewals when required, the City shall pay incentive as per the following schedule:

	<u>24 Hour Shift</u>	Hourly Rate <u>Day</u>
#2 Firefighter II	.20	.29
#5 Paramedic -(OK DOH or National Registry)	.50	.74
#6 Haz Mat Tech -(OSU/Fire Service Training)	.20	.29
#7 Physical Fitness Excellence -(City's Criteria) —see schedule		
#8 Scuba -(City's Criteria) (grandfathered)	.20	.29
#9 One-120 hours of OSU Fire Service Continuing Professional Training or Career Tech Fire Service Training	.15	.22
#10 Physical Fitness 80% of Standard —see schedule		
#11 CLEET (Fire Prevention Only)	.20	.74
#12 Physical Fitness 100% of Standard —see schedule		
#13 Car Seat Installation Tech Certification	.25	.37
#14 Swift Water Rescue Max of 3 per year, no more than two per shift. Once shift reaches 5, only two can schedule off during the months of April, May and June until we reach 7 per shift	.25	.37

Any member drawing incentives at present will be allowed to continue to draw the current incentive amounts they receive.

Physical Fitness Incentives (7, 10, 12)

Incentive	Percentage:	24 Hour shift	Day Shift
7	60%	.20	.29
7	65%	.25	.37
7	70%	.30	.44
7	75%	.35	.51
10	80%	.40	.59
10	85%	.45	.66
10	90%	.50	.74
10	95%	.55	.81
12	100%	.60	.88

Training course that qualify for skill #9 shall be identified in the Training Record system introduced by the Oklahoma State University Fire Service Training or Career Tech Training Record.

Training is done while on duty, each course is allotted twelve (12) hours credit toward the completion of skills incentive #9. Each course must be successfully completed and shall be validated by a completed OSU Course Report Form 10 or similar training verification from Career Tech.

Members shall be allowed to attend training necessary to obtain skills incentive #3, #5, and #9 while on duty, provided the normal operations of the department are not impeded. Members shall not be charged any accrued leave while attending training on duty. Members shall carry a portable radio and will be subject to respond to emergency and other calls as directed by the officer in charge. Attendance of any skills incentive training held outside the corporate city limits of the City of Shawnee shall be subject to approval by the Fire Chief and shall be charged to the member's accrued holiday or vacation leave.

Training courses shall neither be duplicated nor will refresher courses contribute toward additional hours of credit.

Skills incentive shall be included with the regular base wages and paid biweekly.

Section 26.03. Tuition Assistance – tuition assistance is available to all members of the bargaining unit. To qualify for tuition assistance, the member must obtain prior written approval for all courses for which tuition assistance will be sought. Applications for tuition assistance must be signed by the employee and approved by Fire Chief and City Manager. The application must be submitted prior to enrollment. The employee is responsible for paying for any course approved and may seek reimbursement based upon the conditions set forth in this article.

To be acceptable for reimbursement of tuition, required fees, lab fees and books, each course must provide training that will end to improve the services which a member was hired to perform, and be completed with a grade of "C" or better. Upon successful completion of the course(s) each semester, the member will initiate a claim of reimbursement by presenting an itemized receipt and a copy of the grade report from the college, university or technical training center. Tuition and required fees for traditional classroom courses shall not exceed tuition and required fees at Oklahoma State University or the University of Oklahoma for traditional classroom courses; tuition and required fees for online courses shall not exceed tuition and required fees for Oklahoma State University or the University of Oklahoma online courses.

ARTICLE XXVII WAGES

Section 27.01. All members of the bargaining unit shall receive wages according to Appendix A of this Agreement

Section 27.02. The following indicates both the classification and pay range of the positions covered by this Agreement:

<u>Classification</u>	<u>Pay Range</u>
Firefighter	01F
Corporal	02F
Sergeant	11F
Lieutenant	12F
Captain	21F
Major	22F
Deputy Fire Marshal	21 (D)
Training Officer	31 (D)
Battalion Chief	31F
Fire Marshal	31 (D)

Section 27.03. During the first year of employment, a probationary firefighter will be employed at Step 1. Based on satisfactory performance he will be increased to Step 2 at the end of one (1) year of satisfactory employment.

Section 27.04. Each year, members on their anniversary date, shall be eligible for a merit increase unless they are at Step "5" of their pay classification range. .

Anniversary date for all members shall be their date of employment. Upon promotion to a higher rank the member's merit date becomes the date of promotion and their anniversary date will be used for longevity only. The merit increase shall be based on receiving a standard or above rating on the Employee Performance Evaluation. In the event a member is demoted, the member's merit date becomes the date of the demotion and their anniversary date will be used for longevity only .

Upon promotion to Lieutenant, the Firefighter will go down one (1) step and back one (1) step. Promotion to Lieutenant will not be considered until the member has three (3) years on the job. The member is responsible for the initiation of the process to enroll in the next Lieutenant Academy.

Upon promotion to Captain or above the member shall go one (1) step down and one (1) step back from the current step that they hold. To obtain the rank of Captain the member must have seven (7) years on the department before they can test. To make the rank of Battalion Chief: the member must have ten (10) years on the department before they can test. The Shawnee Fire Department Promotional Procedures will be used for additional criteria.

ARTICLE XXVIII SAVINGS CLAUSE

Section 28.01. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application; and to this end the provisions of this Agreement are severable.

Section 28.02. All amendments to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provisions of this Agreement unless the terms of said amendment specifically delete or change a provision of this Agreement; and all amendments shall become part of this Agreement as if specifically set forth herein.

Section 28.03. Any appendices to this Agreement shall be numbered, dated, and signed by the City and the Union and shall be subject to the provision of this Agreement unless the terms of said Appendix specifically delete or change a provisions of this Agreement; and all appendices shall become part of this Agreement as if specifically set forth herein.

ARTICLE XXIX MEDICAL EXAMINATIONS

Section 29.01. The City shall furnish physicals annually and will include testing for Hepatitis B, C, HIV and any other blood borne pathogens. Additional testing for the before mentioned will be done, as needed upon suspected exposure. Physicals will be mandatory for all personnel. These physicals will be scheduled on-duty by the Fire Chief's Office. The City will provide annual testing for tuberculosis to all personnel.

Section 29.02. The parties to this contract acknowledge and agree that upon the agreement among the International Association of Firefighters (IAFF), the International Association of Fire Chiefs (IAFC) and the ten cities participation in the Physical Fitness certification Program, the City and Union will implement the program for all firefighters covered by this agreement. The parties will mutually cooperate in implementing such program. A committee composed of the Fire Chief, the Deputy Fire Chief, the City Treasurer/Finance Director and three members selected by the Union will be created to provide suggestions to the Fire Chief with reference to the implementation of the program.

Section 29.03. Physical fitness test will be considered for incentive only and will not be used for any other purpose. This section will become effective once the requirements of Section 2 have been met.

Section 29.04. The City shall furnish mask fit testing for all employees annually. The testing will be scheduled on duty by the Fire Chief and shall be in compliance with current OSHA standards. Such testing is mandatory for all members.

Section 29.05. Any member who misses his scheduled medical physical or mask fit testing will be afforded one additional rescheduling on duty. If the member misses rescheduled time, he will be responsible for scheduling and completing each examination on his own time.

Section 29.06. The City agrees to provide Hepatitis B shots to members of the bargaining unit. Any member refusing the inoculation must do so in writing.

ARTICLE XXX

ALCOHOL & CONTROLLED SUBSTANCE TESTING POLICY AND PROCEDURES

Section 30.01. Policy Statement: The City of Shawnee recognizes the importance of having a drug and alcohol free workplace. The abuse of drugs, alcohol, or other chemical substances endangers the safety of the public, the employee, and other City employees. The City recognizes that it is in its best interest, as well as the best interest of its employees and the public, to prevent and eliminate drug, alcohol, and/or substance abuse in the work place. Any employee found using, possessing, selling, distributing, or being under the influence of an illegal chemical substance and/or alcohol during working hours or while on City property or while using City equipment will be subject to discipline up to and including termination of employment.

Section 30.02. Effective Date: This policy will be effective 10 days after ratification of the Collective Bargaining Agreement and following distribution of the policy to all employees. In addition, a copy will be given to each applicant for employment upon receipt of a conditional offer of employment.

Section 30.03. Application: This policy applies to all employees as well as all applicants for employment once they have received a conditional offer of employment. This policy will comply with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§ 551 *et seq.* (the "Act") as amended, and, where relevant, with the Omnibus Transportation Employee Testing Act of 1991, 49 CFR Page 40.

Section 30.04. Applicant Pre-Employment Testing: All applicants will undergo drug and/or alcohol testing following a conditional offer of employment but before final hiring and assignment. Refusal to undergo a test, or a positive test, will result in the City withdrawing its conditional offer of employment. In addition, adulteration of a specimen for a drug or alcohol test will be considered as a refusal to undergo a test.

Section 30.05. For Cause Testing: Drug and/or alcohol testing may be conducted on any employee at any time the City has reasonable suspicion that there is cause to believe that an employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances :

- a. Observation of drugs or alcohol on or about the employee's person or in the employee's vicinity;
- b. Observation of conduct on the part of the employee that suggests that the employee is impaired or is under the influence of drugs or alcohol ;
- c. Receipt of a report of drug and/or alcohol use by an employee while at work;
- d. Information that an employee has tampered with drug and/or alcohol testing at any time.
- e. Negative job performance patterns by the employee; or
- f. Excessive or unexplained absenteeism or tardiness.

The supervisor will verbally inform the employee of the reason for the test. Additionally, a written record of the situation leading to the drug and/or alcohol test will be created and signed by the supervisor(s) within 24 hours of the event. A copy of the report will be forwarded to the Human Resources Department.

The employee involved must stop work immediately and will be transported as soon as possible to the

designated testing facility by a management/supervisory employee. The employee will not be allowed back to work until the results of the test are known.

Section 30.06. Post-Accident Testing: Post-accident drug and/or alcohol testing may be conducted on an employee where there has been damage to City property or equipment while the employee was at work or the employee or another person has sustained an injury while at work. The post-accident test will be administered while the employee is still on duty or as close to as possible. No employee required to take a post-accident alcohol and/or drug test may use any alcohol and/or drugs of any kind following the accident until he/she undergoes the post-accident testing.

Section 30.07. Random Testing: The City may conduct random testing of on duty personnel during the time of 0730 to 1900 for randomly selected members for unannounced random testing for drugs and/or alcohol.

Section 30.08. Periodic Scheduled Testing: The City may require an employee to undergo drug and/or alcohol testing as part of a routinely scheduled employee fitness for duty examination or in connection with the employee's return to duty from a leave of absence.

Section 30.09. Post-Rehabilitation Testing: The City may require an employee to undergo drug and/or alcohol testing, without prior notice, for a period of up to 2 years after the employee's return to work following a confirmed positive test result or following participation in a drug and/or alcohol dependency program. Post rehabilitation testing will be conducted in addition to any other testing the employee is subject to under this policy.

Section 30.10. Substance for Which Tests May Be Given: The City reserves the right to test for all drugs and for the presence of alcohol. The test for drugs may include, but not be limited to: amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, steroid, or a metabolite of any of the above.

Threshold reporting levels will be those established and maintained by the Federal Department of Transportation and as utilized by the National Institute for Drug Abuse (NIDA). Any positive levels below those established reporting levels will not be reported to the City's Review Officer by the testing laboratory.

Section 30.11. Methods and Documentation: Collection. Storage, transportation, testing facilities, and testing procedures will be conducted in accordance with rules established by the State Board of Health. Samples may be collected on the premises of the City at its election. Body component samples will be collected with due regard to the privacy of the individual being tested. In no case may any City employee directly observe collection of a urine sample. A written record of the chain of custody of the sample will be maintained until the sample is no longer required.

All sample testing will conform to scientifically accepted analytical methods and procedures. Testing will include confirmation testing of any positive test results by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by the State Board of Health at the cut off levels as determined by the State Board of Health. In the case of the use of Breathalyzer testing method, no discipline may be imposed unless there is a confirmation test performed on a second sample that confirms the prior results.

An applicant or employee will be given the opportunity to provide notification, in a confidential setting of any information which he/she considers relevant to the test, including currently or recently used drugs or other relevant information. In the event that an employee wishes to challenge the results of the

City's test, he/she may do so as provided in this policy by asking for the "B" sample to be tested or by having another sample drawn. The employee must have the sample collected within one hour of the City's sample and such sample and retest must be in accordance with the standards set forth by the State Board of Health and in this policy.

Section 30.12. Costs: The City is responsible for all costs associated with drug and/or alcohol testing. However, if an employee or applicant requests a confirmation test of a sample within 24 hours of receiving notice of a positive test result to challenge the results of the positive test, the employee or applicant is responsible for the cost of the confirmation test unless the confirmation test reverses the findings of the challenged positive test. In such case, the City will reimburse the person for the cost of the confirmation test.

Section 30.13. Refusing to Undergo Testing or Tampering with Sample: Employees refusing to undergo testing according to the terms of this policy will be subject to disciplinary action up to and including termination. Adulteration of a specimen or of a drug and/or alcohol test will be considered as a refusal to undergo a test and will result in disciplinary action up through and including termination of employment.

Section 30.14. Review Officer: The City will contract with a Review Officer who will receive confirmed positive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant. The Review Officer will be qualified by the Board of Health to receive, interpret and evaluate the test results. Upon receiving a confirmed positive test result, the Review Officer will contact the applicant or employee prior to notification of City officials. The applicant or employee will be given the opportunity to explain the test results.

Section 30.15. Confidentiality: The City will treat all test, and all information related to such test, as confidential materials. All records relating to drug testing will be kept separated from personnel records. The records are the property of the City but will be made available to the affected applicant or employee for inspection and copying upon request and will also be available for review by the City's Review Officer. Except as set forth below, the records will not be released to any person other than the applicant or the employee without that person's express written permission. However, the City may release the records:

- a. to comply with a valid judicial or administrative order;
- b. as admissible evidence in a case or proceeding before a court of record or administrative agency if the employee or the City is named as a party in the case or proceeding; or
- c. to employees or agents of the City who need access to the records in connection with the administration of this Policy and the Oklahoma Standards for Workplace Drug and Alcohol Testing Act.

Section 30.16. Disciplinary Action: The City may elect to take disciplinary action, up to and including termination of employment, against an employee who: 1) tests positive for drugs and/or alcohol; 2) refused to test under this policy; or 3) adulterates a specimen for a drug or alcohol test. Action taken will be subject to the CBA grievance procedure.

- a. Employees who approach the City 1 hour before any testing begins may ask for referral to the Employee Assistance Program and a chance to enter a rehabilitation program. Continued employment will be contingent upon the successful completion of a rehabilitation program and an agreement to undergo periodic drug and/or alcohol post-rehabilitation testing for up to 2 years. .

- b. Employees who have been offered the opportunity to participate in a rehabilitation program will not be allowed to return to work until they can provide a verified negative "return to work" test from a City-approved facility. An employee may be allowed a maximum of 12 weeks to provide a verified negative "return to work" drug or alcohol test. If a negative test is not provided within 12 weeks, the employee will be terminated from employment. Until a negative "return to work" test is supplied, the employee will be on leave without pay. However, an employee may request permission to use accrued sick leave and vacation leave. An employee may request a "return to work" test no sooner than 2 weeks from a positive test result, and subsequently every other week thereafter, until a negative "return to work" test is obtained. Employees refusing to seek help or submit to testing in accordance with this policy will be subject to disciplinary action.
- c. Any future recurrence of abuse with the same or any other substance will result in termination of employment.
- d. An employee who is discharged from employment on the basis of refusal to undergo drug and/or alcohol testing or based on a positive drug and/or alcohol test will be considered as having been discharged for misconduct for the purpose of unemployment compensation and the City will protest any application for unemployment benefits.

Section 30.17. Prohibitions: No employee may report for duty within 4 hours after using alcohol or remain on duty while having an alcohol concentration of 0.04 or greater, and no supervisor will permit any employee to perform any work duties if the supervisor is aware the employee has an alcohol concentration of 0.04 or greater. No employee will be on duty or operate a City vehicle/equipment or perform job duties while in possession of alcohol or use alcohol during duty time. Further, no employee may report for duty, drive a City-owned vehicle, operate City equipment or remain on duty when the employee has used any controlled substance, except when the use is pursuant to the instructions of a physician and where the physician has advised an employee the substance will not adversely affect an employee's ability to drive a vehicle or operate equipment. No supervisor having knowledge that an employee has used a controlled substance may permit an employee to be on duty or drive/operate any City vehicle or equipment.

Section 30.18. Responsibilities of Individuals: To comply with the provisions of this policy, each employee assumes the following responsibilities:

- a. **Working Under the Influence of Performance Impairing Medication:** Employees who have been prescribed legal medications that might affect the safe performance of their duties are required to notify their supervisors prior to starting work.
- b. **Reporting to Work or Working While Impaired:** Employees may not report to work and may not continue to work while being impaired by any restricted substance identified in this policy.
- c. **Reporting Violations:** The services provided by certain employees are performed at times under hazardous and dangerous conditions. Thus, employees are encouraged to come forward and report any violation of this policy to management. This information may be instrumental in the prevention of serious accidents and injuries on the job.

FOR ADDITIONAL INFORMATION REGARDING THE SPECIFICS OF STATE AND FEDERAL LAW AND DEPARTMENT OF HEALTH REGULATIONS PERTAINING TO DRUG TESTING, AS WELL AS THE CITY'S OBLIGATIONS FOR REPORTING. PLEASE CONSULT THE HUMAN RESOURCES OFFICE.

IN WITNESS WHEREOF, the parties have set their hands this 27th day of July, 2021.

FOR THE CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation

Chance Allison

City Manager Chance Allison

ATTEST

(SEAL)



Lisa Lasyone

City Clerk Lisa Lasyone

FOR THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL NO. 206

Patrick Winsett

President Patrick Winsett

Attest:

James Kriwanek

Secretary James Kriwanek

APPROVED AS TO FORM AND LEGALITY THE 2nd DAY OF August, 2021.

Joe Vorndran
JOE VORNDRAN, City Attorney

APPENDIX A

EFFECTIVE July 1, 2021

July 1, 2021-June 30, 2022 Payscale

	Class	PFF	1	2	3	4	5
Firefighter	01F	\$13.73	\$14.37				
Corporal			\$15.07	\$15.80	\$16.55		
Sergeant	11F		\$18.43	\$19.30	\$20.18	\$21.09	\$ 22.05
Lieutenant			\$22.63	\$23.72			
Captain	21F		\$24.84	\$26.03			
Major			\$27.25	\$28.53			
Battalion Chief	31F		\$28.68	\$30.07			
Dep. F.M.	21-D		\$36.50	\$38.31			
F.M./Train Officer	31-D		\$42.24	\$44.27			

EFFECTIVE July 1, 2022

July 1, 2022-June 30, 2023 Payscale

	Class	PFF	1	2	3	4	5
Firefighter	01F	\$14.11	\$14.79				
Corporal			\$15.51	\$16.26	\$17.05		
Sergeant	11F		\$18.43	\$19.30	\$20.18	\$21.09	\$ 22.05
Lieutenant			\$22.96	\$24.08			
Captain	21F		\$25.25	\$26.48			
Major			\$27.77	\$29.13			
Battalion Chief	31F		\$30.56	\$32.06			
Dep. F.M.	21-D		\$37.17	\$38.98			
F.M./Train Officer	31-D		\$44.99	\$47.19			

WAGE CONVERSION WORKSHEET
Line Personnel - Day Personnel

- 365 days in a year X 24 hours in a day = 8760 hours a year
- 8760 hours / 3 shifts = An average of 2920 hours per shift (Green, Red, and Blue)
- Average 11.3 pay periods per shift per year @ 120 hours;
 $120 - 106 = 14$ hours overtime x 11.33 pay periods = 158.62 hours overtime
- Average 3.3 pay periods per shift per year @ 144 hours;
 $144 - 106 = 38$ hours overtime x 3.33 pay periods = 126.54
- $158.62 + 126.54 = \underline{285.16}$ total average overtime per shift per year
- $285.16 / 2 = \underline{142.58}$ add to annual hours @ straight time
- $2920 + 142.58 = \underline{3062.58}$ total annual hours.
- 2080 annual day hours
- 3062 annual line hours
- $2080 / 3062 = \underline{.6793}$ conversion factor

CONVERSION FACTOR
.6793

Example:

Line personnel receive a \$0.40 / hour increase;
 $.40 / .6793 = .5888$ or \$0.59 / hour increase for day personnel

Day personnel receive a \$1.10 / hour increase;
 $1.10 \times .6793 = .75$ or \$0.75 / hour increase for line personnel

Regular Board of Commissioners

2. j.

Meeting Date: 12/20/2021

Memorandum of Understanding

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge and approve a Memorandum of Understanding with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Years 2021-2022 and 2022-2023.

Attachments

Memo

Memorandum of Understanding



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Acknowledge and approve a Memorandum of Understanding with International Association of Fire Fighters (IAFF) Local No. 206 for Fiscal Year 2021-2022 and Fiscal Year 2022-2023.

Background: The items included in this Memorandum of Understanding (MOU) were not incorporated into the Collective Bargaining Agreements for Fiscal Year 2021-2022 and Fiscal Year 2022-2023.

Financial Impact: Fiscal Year 2021-2022: Approximately \$270,000. This is addressed in the companion budget amendment item.

Fiscal Year 2022-2023: Approximately \$135,000. This portion will be funded in the Fiscal Year 2022-2023 budget.

Attachment: Memorandum of Understanding.

Staff Recommendation: Approval of the item.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this _____ Day of December, 2021, between the City of Shawnee and the International Association of Fire Fighters, Local No. 206, individually and on behalf of its members.

1. The City and Local No. 206 are parties to collective bargaining agreements for Fiscal Year 2021-2022 and Fiscal Year 2022-2023, which were adopted pursuant to the Oklahoma Fire and Police Arbitration Act. Among other terms and conditions of the CBAs is the encouragement for Memorandum of Understanding if and when unforeseen matters arise.
2. In response to the COVID-19 Pandemic, the Federal Government provided financial assistance to municipalities, including the City of Shawnee, by and through the Coronavirus Response and Consolidated Appropriations Act ("CARES Act").
3. The City of Shawnee has elected to use some of the reimbursement funds received through the CARES Act to provide two standalone, nonrecurring cash bonuses to each member of Local No. 206.
4. The Parties acknowledge that the first bonus has already been provided to each member of Local No. 206 in the amount of Five Thousand Dollars (\$5,000.00) per member in Fiscal Year 2021-2022.
5. The second bonus shall be provided to the members of Local No. 206 within the Fiscal Year 2022-2023. The amount of the second bonus shall be set at Two Thousand Five Hundred Dollars (\$2,500.00) per member who is employed with the City of Shawnee at the time the second bonus is paid.
6. Parties acknowledge that there will be no other CARES Act bonuses other than those directly listed herein.

Dated this _____ day of December, 2021 CITY OF SHAWNEE

International Association of Firefighters
Local No. 206

President

City of Shawnee

City Manager

Attest:

City Clerk

Regular Board of Commissioners

2. k.

Meeting Date: 12/20/2021

Hiring

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of the City Manager's hiring of Rian Harkins as Community Development Director.

Attachments

Memo



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Andrea Weckmueller-Behringer, City Manager
Subject: Department Head Appointment: Community Development Director

Background: In accordance with Article V, Section 2 of the City Charter, “the appointments of all heads of departments shall not become effective, until they have been approved by the board of commissioners.” I respectfully request approval of Rian Harkins’ appointment to the position of Community Development Director. If approved, he will take up his responsibilities beginning January 3, 2022.

Accredited by the American Institute of Certified Planners (AICP), Mr. Harkins has considerable planning experience stemming from his affiliation with various governmental entities, working as Senior Planner for Stillwater, Principal Planner for Oklahoma City, Community Development Specialist for Lincoln, Nebraska, and Planning Director for Freemont, Nebraska. He has also served in various planning capacities for consulting firms, where he collaborated with a variety of clients and developed their comprehensive plans, ordinance and code amendments, blight studies, as well as subarea master and redevelopment plans.

In his two most recent positions, Mr. Harkins focused on commercial district revitalization, strong neighborhood initiatives, and transportation planning, as well as plan review, zoning and subdivision review, and long-range planning projects.

Mr. Harkins’ career has equipped him with the skills and expertise necessary to succeed as The City of Shawnee’s Community Development Director, and his experience will without doubt be a great benefit to the entire community.

Financial Impact: As budgeted.

Attachment: None.

Staff Recommendation: Approval of the item.

Regular Board of Commissioners

4.

Meeting Date: 12/20/2021

Presentation

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Presentation by Randy Smith, Executive Vice President for Business and Administrative Services, Oklahoma Baptist University.

Attachments

Presentation

OBUA Fact Sheet



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Presentation by Randy Smith, Executive Vice President for Business and Administrative Services, Oklahoma Baptist University.

Background: At the December 6, 2021 meeting of the City of Shawnee Board of Commissioners, there was a question regarding the Oklahoma Baptist University (OBU) Authority.

Mr. Smith will present and answer questions from the Board of Commissioners regarding the structure of the OBU Authority and the Authority's relationship with the City of Shawnee.

Financial Impact: None.

Attachment: Fact Sheet.

Staff Recommendation: Non-action item.

Oklahoma Baptist University Authority

Created February 28, 1969

Accepted by the City of Shawnee on March 3, 1969

Purpose: To promote the development of Oklahoma Baptist University through funding, acquisition, construction, reconstruction, extension, lease, purchase, installation, maintenance, repair, enlargement, and remodeling of property, improvements, buildings, and other facilities of every nature which may be useful in the development of Oklahoma Baptist University.

The OBU Authority serves as a tax-exempt financing authority to promote the development of OBU. This arrangement is similar to an authority that previously existed to promote the development of St. Gregory's University through Pottawatomie County. Other private universities in the state have used the Oklahoma Housing Finance Authority in a similar manner in the past.

Trustee Selection: In accordance with an amendment to the Trust Indenture dated August 6, 1979, the trustees are nominated by the Executive Committee of the Board of Trustees of Oklahoma Baptist University and then submitted to the City Commissioners of the City of Shawnee for appointment consideration.

Current Debt of the OBU Authority as of November 30, 2021.

Series	Issued Amount	Balance as of November 30, 2021	Payoff Date	Payment Amount
2012	\$ 8,000,000.00	\$ 5,005,522.48	April 2032	\$ 47,640.28
2013	\$ 13,500,000.00	\$ 10,531,960.51	September 2035	\$ 85,146.06
2015A	\$ 7,355,000.00	\$ 3,797,103.97	June 2027	\$ 60,143.45
2015B	\$ 3,500,000.00	\$ 1,891,762.05	December 2027	\$ 27,727.74

The \$21,226,349.01 debt of the Authority is paid by OBU through an agreement with the OBU Authority. OBU's agreement with the OBU Authority is guaranteed by the Baptist General Convention of Oklahoma dba Oklahoma Baptists. The City of Shawnee has **no obligation** for the debt of the OBU Authority.

The Authority is audited annually. The audit is currently conducted by Capin Crouse. A copy of the audit is provided to the city annually.

Regular Board of Commissioners

5.

Meeting Date: 12/20/2021

Mayor's Appointment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of Mayor's Appointment:

Oklahoma Baptist University Authority

Rachael Melot 1st Full Term

Expires: December 21, 2027

Effective: January 1, 2022

Replaces Tom Terry – Termed Out

Attachments

Memo

Appointment



City Attorney

130 N. Broadway Ave., Suite 100
Shawnee, OK 74801
ShawneeOK.org

Date: December 20, 2021
To: City Commission
From: Joe Vorndran, City Attorney
Subject: Possible Conflict of Interest in Public Trust

Background: In 1969, The City of Shawnee formed a Public Trust to be known as the Oklahoma Baptist University Authority (the “Trust”). The Trust was created for the purpose of acquiring, constructing, reconstructing, leasing, purchasing, installing, equipping, maintaining, repairing, and otherwise improving property, improvements, buildings, land, and other facilities for use by Oklahoma Baptist University (“OBU”). In 1979, the Trust was amended to clarify the City of Shawnee as the beneficiary thereof. The amendment also provided for the Board of Commissioners of the City of Shawnee to be the sole appointer of Trustees of the Trust.

In November of 2021, a Trustee of the Trust resigned leaving an open Trusteeship. It was suggested that Rachael Melot be appointed as a Trustee to the Trust. Rachael is the Chief Executive Officer of Shawnee Forward. Additionally, Rachael is married to Jason Melot, Assistant Football Coach at OBU. Questions have been raised as to whether Rachael’s position with Shawnee Forward and her familial relationship to an OBU employee would raise an impermissible conflict of interest in the event she is appointed as Trustee to the Trust.

Question Presented: Does Rachael’s position at Shawnee Forward and/or her familial relationship with an OBU employee raise an impermissible conflict of interest in the event she is appointed as Trustee of the Trust?

Legal Authority: Chapter 60 section 176 *supra* of the Oklahoma Statutes Trusts for Furtherance of Public Functions. Most pertinent to the topic at hand is 60 O.S. § 178.8(A) which states;

. . . a conflict of interest shall be deemed to exist in any contractual relationship in which a trustee of a public trust, or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder, shall directly or indirectly buy or sell goods or services to, or otherwise contract with such trust. Upon a showing thereof, such trustee shall be subject to removal and such contract shall be deemed unenforceable as against such trust unless the records of such trust shall reflect that such trustee fully and publicly disclosed all such interest or interests, and unless such contractual relationship shall have been secured by competitive bidding following a public invitation to bid.

The following types of transactions are exempt from the aforementioned provisions of this section:

1. The making of any loan or advance of any funds to, or the purchase of any obligations issued by such public trust, in connection with the performance of any of its authorized purposes;
2. Any legal advertising required by law or indenture or determined necessary by the trustees of such public trust;
3. The performance by any bank, trust company or similar entity or any services as a depository; or
4. The sale of any public utility services to such public trust, in which the price of said services is regulated by law.

It shall be the duty of each public trust to compile a list of all conflicts of interest for which its trustees have made disclosure. It shall also be the duty of each trust to compile a list of all dealings between its trustees and the trust which involve the exempted transactions listed above. Such lists shall be compiled semiannually for periods ending June 30 and December 31 of each year. Such lists shall be compiled on forms prescribed by the Oklahoma Tax Commission and shall be matters of public record. Copies of such lists shall be filed with the Secretary of State by September 1 and March 1 of each year.

Discussion: When analyzing a question pertaining to a Public Trust, one must first examine the Trust's indenture. A Trust indenture is the document by which the Trust is to be governed. Here, the Trust's indenture is silent as to any conflict of interest pertaining to the Trustees. Therefore, we must move on to examine the statute on point.

As recited above, Oklahoma Law restricts appointment of Trustees if a conflict of interest exists. To be a conflict of interest, however, the facts and circumstances must fall into a distinct set of requirements. First, a contractual relationship must exist (or would foreseeably exist in the future) between the Trustee or any for-profit firm or corporation in which such trustee or any member of his or her immediate family is an officer, partner, principal stockholder and the Trust. Second, the contractual relationship must involve the direct or indirect purchase or sale of goods or services, or otherwise contract with such Trust. Finally, for a conflict of interest to occur, the actions must not fall under one of the four exempted transaction types listed within the statute.

Turning to the facts at issue, Rachael's employment at Shawnee Forward is not likely to spur on a conflict of interest. To the drafter's knowledge, Shawnee Forward has not contracted with, nor is likely to contract with the Trust. Shawnee Forward does not provide goods and/or services which would be likely to further the Trust's stated purposes of improving real property. Shawnee Forward provides chamber of commerce-type services for the City of Shawnee. These services are unnecessary for the Trust as the purpose of the trust is to manage the Trust's assets and improve real property. It is therefore unlikely that Rachael's position at Shawnee Forward would cause a conflict of interest.

Turning to Rachael's familial relationship with an OBU employee, it is likely that this relationship will not create a conflict of interest. Rachael's husband is an assistant football coach at

the University. From the job title and description on the OBU website, the drafter does not believe that Mr. Melot can be considered an officer, partner, or principle stockholder of the University. Additionally, even if Mr. Melot was considered an officer, partner, or principle stockholder of the University, OBU is a not-for-profit entity and thus is categorically excluded from the statutory definition. For these reasons, the familial relationship between the Melots does not fall into the statutory definition of a conflict of interest.

While it is likely that Rachael Melot would be permitted to be appointed as a Trustee of the Trust, she would still be required to disclose the potential for conflict of interest at the initial meeting of the Trustees. Further, because the Trust is a public trust, the potential conflict of interest would need to be recorded in the meeting minutes of the initial meeting. Additionally, out of an abundance of caution, it would be prudent for Rachael to abstain from any vote having to do with the improvement of athletic facilities at OBU.

Finally, please note that from the review of the Trust indenture, the drafter is currently blind to some information which could be pertinent to this analysis. For instance, the trust indenture does not outline the process by which the Trust is funded and how the funds are to be expended. Further, it is not clear how the Trust interacts with OBU to choose which projects are pursued and funded. Should more information become available, please advise to assure no adjustments to the analysis is required.

Financial Impact: None at this time

Attachment: None.

Staff Recommendation: Approval of the item.

**OKLAHOMA BAPTIST UNIVERSITY
BOARD OF TRUSTEES
EXECUTIVE COMMITTEE**

November 5, 2021

RECOMMENDATION OF TRUSTEES FOR OBU AUTHORITY

The Executive Committee recommends that the OBU Board of Trustees recommend James Wilder, Rachael Melot and Joe Ford to the Commission of the City of Shawnee for appointment as trustees of the Oklahoma Baptist University Authority.

Regular Board of Commissioners

6.

Meeting Date: 12/20/2021

PL06-21

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat of the Hyatt Addition, Section 4 subdivision, located near North Harrison Avenue and East 45th Street. Case No. PL06-21, Applicant: Richard Whitecotton for Cotton Homes, LLC.

Attachments

Staff Report



Community Development

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

Date: December 13, 2021
To: City Commission
From: Rachel Clyne, City Planner
Subject: Consideration of a Final Plat of the Hyatt Addition, Section 4 subdivision, located near North Harrison Avenue and East 45th Street. Case No. PL06-21, Applicant: Richard Whitecotton for Cotton Homes, LLC

Background: The subject property is located east of N. Harrison Avenue and south of E. 45th Street. The proposed subdivision has 6.57-acres with 26 lots. The current zoning is R-1 (Single-Family Residential District).

On February 12, 2020, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for Hyatt Addition, Section 4 subdivision to the City Commission. On February 18, 2020, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Staff reviewed the Final Plat submittal of the Hyatt Addition, Section 4 subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, reviewed the Hyatt Addition, Section 4 and found it sufficient. Planning staff recommended that the Planning Commission recommend to the City Commission Approval of PL06-21, for Final Plat of Hyatt Addition, Section 4 subdivision as presented.

Attachment: Application and supporting documents

Recommendation: Planning Commission unanimously recommended Approval of the application PL06-21 for the Final Plat of Hyatt Addition, Section 4 subdivision at its special meeting on December 7, 2021.



Planning Commission Meeting – 12.01.2021 – City of Shawnee, Oklahoma

Staff Report – PL06-21 – Final Plat – Hyatt Addition, Section 4

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: November 17, 2021

Subject: PL06-21 – Request for a Final Plat for the **Hyatt Addition, Section 4** subdivision located southeast of the intersection of N. Harrison Ave. and E. 45th Street.

It is requested that the following information be given formal consideration by the Planning Commission at its regular meeting of December 1, 2021.

Background

The subject property is located east of N. Harrison Avenue and south of E. 45th Street. The proposed subdivision has 6.57-acres with 26 lots. The current zoning is R-1 (Single-Family Residential District).

On February 12, 2020, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for Hyatt Addition, Section 4 subdivision to the City Commission. On February 18, 2020, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Discussion

Staff reviewed the Final Plat submittal of the Hyatt Addition, Section 4 subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, has reviewed the Hyatt Addition, Section 4 and finds it sufficient.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PL06-21**, for Final Plat of Hyatt Addition, Section 4 subdivision as presented.

This application will be heard at the regular City Commission meeting on Monday, December 20, 2021 at 6:00 p.m. in the Commission Chambers of City Hall.



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	PL06-21
Project Number:	20210943
Date Filed:	10-29-2021
Amount Paid:	\$277.00
Receipt No.:	857 ✓ #3668

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT RICHARD WHITECOTTON (HYATT DEVELOPMENT LLC) COTTON HOMES LLC

APPLICANT ADDRESS 203 E 40TH STREET SHAWNEE, OK 74804

APPLICANT PHONE NUMBERS 405.535.6923

EMAIL ADDRESS cottonhomesllc@gmail.com

NAME OF PLAT HYATT ADDITION SECTION 4

LOCATION N HARRISON ST AND EAST 45TH ST

NUMBER OF ACRES 6.57 ACRES

NUMBER OF LOTS 26

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00

PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 26

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 0

TOTAL COST 277.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00

PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 26

PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS 0

TOTAL COST 277.00

OWNER/DEVELOPER INFORMATION:

NAME RICHARD WHITECOTTON (HYATT DEVELOPMENT LLC) COTTON HOMES LLC

ADDRESS 203 E 40TH STREET SHAWNEE, OK 74804

CONTACT NUMBERS 405.535.6923

EMAIL ADDRESS cottonhomesllc@gmail.com

PROJECT ENGINEER INFORMATION:

NAME ROSS MORRIS (MORRIS ENGINEERING)

ADDRESS 617 NW 27TH MOORE, OK 73160

CONTACT NUMBERS 405.912.2775

EMAIL ADDRESS ross@rmorrisengineering.com

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**



617 N.W. 27th Street
Moore, OK 73160
(405) 912-2775
(405) 912-2322 Fax

TRANSMITTAL LETTER

October 28, 2021

City of Shawnee

Rachel Clyne

Planning Director

16 West 9th
Shawnee, OK. 74801

Re: Hyatt Addition Sec. 4

Attached herewith we submit the following:

1. 1 24x36 Final Plat
2. 8 12x18 Final plats
3. 1 8 $\frac{1}{2}$ x 11 Final Plat

For Your Approval

Ross Morris, P.E.

RECEIVED

OCT 28 2021

PLANNING / CODE

FINAL PLAT of
HYATT ADDITION, SEC. 4
A PART OF THE NW/4, SEC. 5, T10N, R4E, I.M.
CITY OF SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT, **HYATT DEVELOPMENT, LLC.**, DOES HEREBY CERTIFY THAT THEY ARE THE OWNERS OF AND THE ONLY PERSONS, FIRMS, OR CORPORATION HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE ANNEXED PLAT, AND THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED, AND THAT THEY HEREBY DEDICATE ALL THE STREETS AND EASEMENTS SHOWN HEREON TO THE PUBLIC FOR THE PURPOSES OF STREETS, UTILITIES AND DRAINAGE, FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGN FOREVER, AND HAVE CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES SO THAT THE TITLE IS CLEAR, EXCEPT AS SHOWN IN THE ABSTRACTOR'S CERTIFICATE. AFTER INITIAL INSTALLATION OF ELECTRIC, TELEPHONE, CABLE, AND GAS LINES, ANY DUPLICATE LINES, INCLUDING TRANSFORMERS AND PEDESTALS, MUST BE INSTALLED COMPLETELY UNDERGROUND.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 20____. COVENANTS, RESERVATIONS AND RESTRICTIONS FOR THIS ADDITION ARE CONTAINED IN A SEPARATE INSTRUMENT.

STATE OF OKLAHOMA
COUNTY OF _____
SS: _____
RICHARD WHITECOTTON, MEMBER

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED **RICHARD WHITECOTTON** OF **HYATT DEVELOPMENT , LLC.**, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT ON BEHALF OF SAID COMPANY, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES HEREIN SET FORTH.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION 5, TOWNSHIP 10 NORTH (T10N), RANGE 4 EAST (R4E) OF THE INDIAN MERIDIAN, CITY OF SHAWNEE, POTTOWATOMIE COUNTY, OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF LOT 2 BLOCK 3, OF SECTION 3 OH HYATT ADDITION, A PLAT FILED IN DOCUMENT #201500012728 POTTOWATOMIE COUNTY, OKLAHOMA
thence N 89°20'38" E a distance of 389.98';
thence S 01°33'54" E a distance of 840.02';
thence S 89°20'38" W a distance of 288.11';
thence N 01°33'54" W a distance of 165.00';
thence S 89°20'38" W a distance of 9.82';
thence N 00°39'22" W a distance of 92.98';
thence N 16°06'29" W a distance of 432.60';
thence N 89°20'38" E a distance of 12.50';
thence N 00°39'22" W a distance of 164.98';
which is the point of beginning,
having an area of 285984.12 square feet, 6.57 acres

LAND SURVEYOR'S CERTIFICATE

I, **ROSS C. MORRIS**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL REGISTERED LAND SURVEYOR, AND THAT THE ANNEXED PLAT CORRECTLY REPRESENTS A CAREFUL SURVEY MADE UNDER MY DIRECTION, AND THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN.

STATE OF OKLAHOMA
COUNTY OF _____
SS: _____
ROSS C. MORRIS, L.S. 1457

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **ROSS C. MORRIS**, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED. GIVEN UNDER MY HAND AND SEAL THE _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED, A DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES, IN AND FOR THE COUNTY OF POTTOWATOMIE, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO THE LAND ON THE ANNEXED PLAT IS VESTED IN _____, AN OKLAHOMA CORPORATION, THAT ON THE _____ DAY OF _____, 20____, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND, OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR THE YEAR 20____, AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND, AND NO TAX DEED ARE ISSUED TO ANY ONE PERSON, THAT THERE ARE NO LIENS, MORTGAGES, OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE ANNEXED PLAT, EXCEPT MORTGAGES, MINERALS, WATER RIGHTS AND EASEMENTS OF RECORD PREVIOUSLY RESERVED, EXCEPTED OR GRANTED.

IN WITNESS WHEREOF, SAID BONDED ABSTRACTOR HAS CAUSED THIS INSTRUMENT TO BE EXECUTED THIS _____ DAY OF _____, 20____.

FIRST AMERICAN TITLE INSURANCE CO.

AUTHORIZED OFFICER

STATE OF OKLAHOMA
COUNTY OF _____
SS: _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **ROSS C. MORRIS**, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED. GIVEN UNDER MY HAND AND SEAL THE _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

COUNTY TREASURER'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED OR ACTING COUNTY TREASURER OF POTTOWATOMIE COUNTY, STATE OF OKLAHOMA, THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20____, AND PRIOR YEARS ON THE LAND SHOWN ON THE ANNEXED PLAT, THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEARS TAXES.

IN WITNESS WHEREOF, SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT CITY OF SHAWNEE, THIS _____ DAY OF _____, 20____.

COUNTY TREASURER

CITY PLANNING COMMISSION APPROVAL

I, _____, PLANNING DIRECTOR FOR THE CITY OF SHAWNEE, STATE OF OKLAHOMA, HEREBY CERTIFY THAT THE SHAWNEE PLANNING COMMISSION DULY APPROVED THE ANNEXED PLAT ON THE _____ DAY OF _____, 20____.

PLANNING DIRECTOR

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

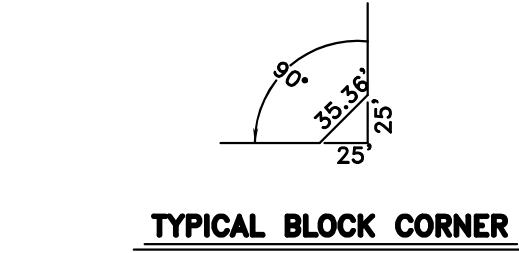
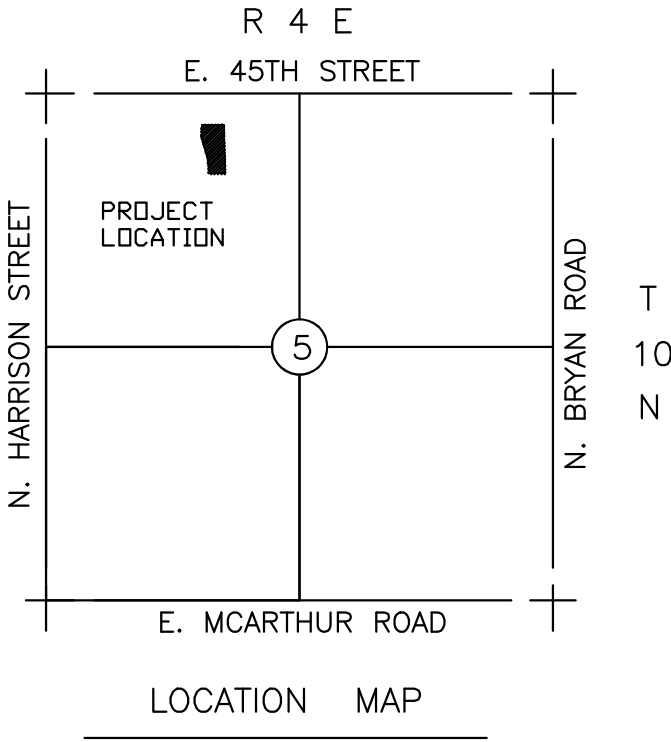
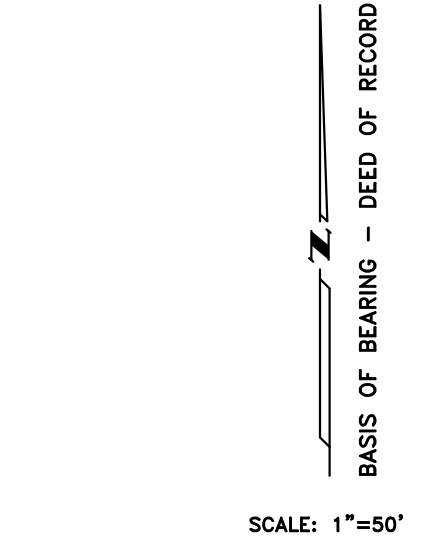
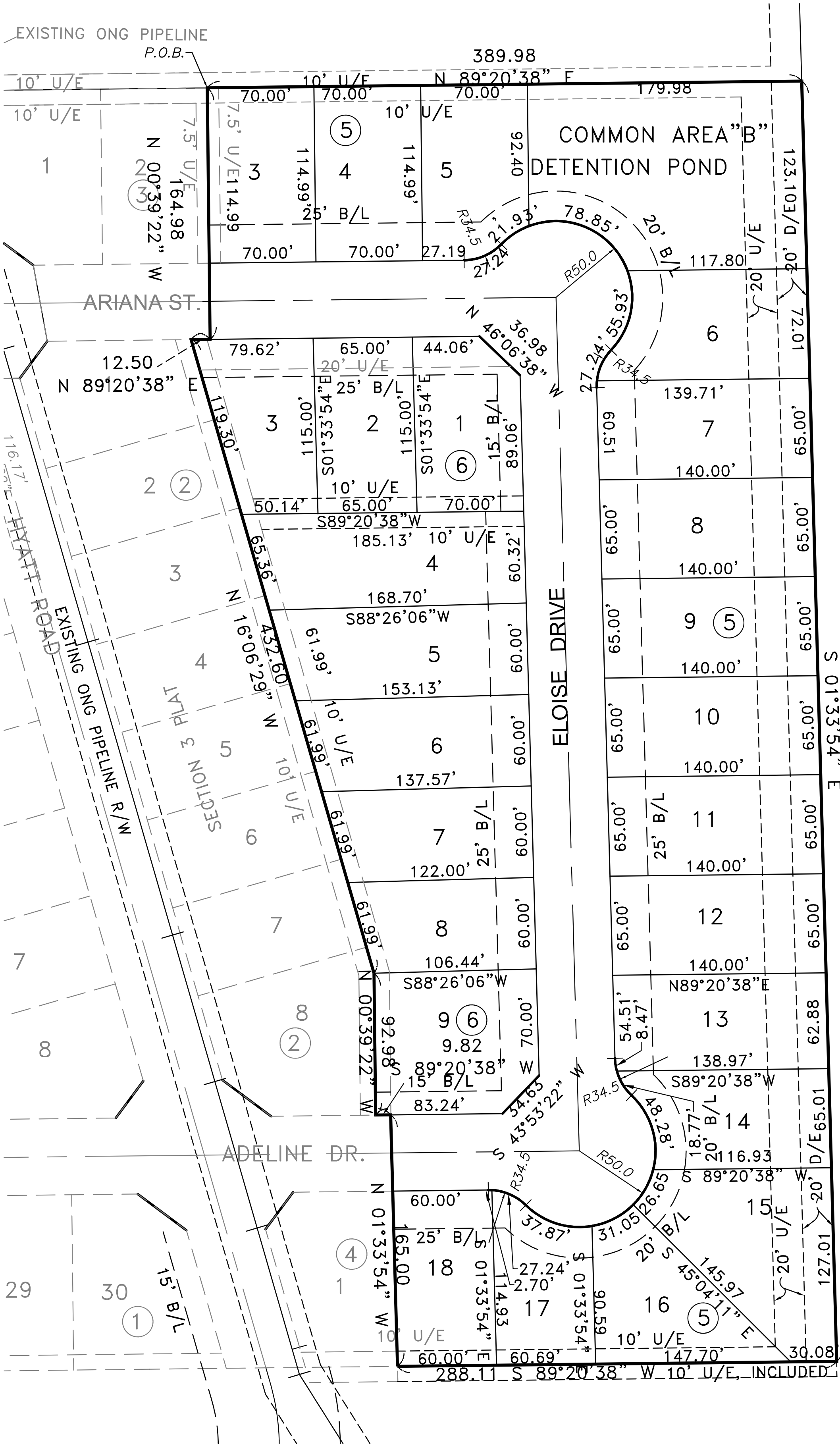
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SHAWNEE, OKLAHOMA, THAT THE DEDICATIONS SHOWN ON THE ANNEXED PLAT ARE HEREBY ACCEPTED. ADOPTED BY THE COUNCIL OF THE CITY OF SHAWNEE, OKLAHOMA THIS _____ DAY OF _____, 20____.

ATTEST: _____
CITY CLERK MAYOR

CERTIFICATE OF CITY CLERK

I, _____, CITY CLERK OF THE CITY OF SHAWNEE, STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS OF SAID CITY AND FIND THAT ALL DEFERRED PAYMENTS OR UNMATURED INSTALLMENTS UPON SPECIAL ASSESSMENTS HAVE BEEN PAID IN FULL AND THAT THERE IS NO SPECIAL ASSESSMENT PROCEDURE NOW PENDING AGAINST THE LAND SHOWN ON THE ANNEXED PLAT ON THIS _____ DAY OF _____, 20____.

CITY CLERK



- LEGEND**
- U/E = UTILITY EASEMENT
 - D/E = DRAINAGE EASEMENT
 - B/L = BUILDING LINE
 - NR = NON RADIAL LINE

THIS PLAT OF 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 AND SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE 11 SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

ALL CENTERLINE CONTROL WILL BE PK NAIL IF ASPHALT PAVING OR CUT "X" IF CONCRETE PAVING.

ALL PROPERTY CORNERS WILL BE 3/8" REBAR WITH L.S. CAP.

NOTE: ALL UTILITIES SHALL BE LOCATED IN THE PUBLIC STREET RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENTS.

THE MAINTENANCE OR ALL PRIVATE STREET, ALL COMMON AREAS/DRAINAGE EASEMENTS, ALL MEDIANS, AND PUBLIC UTILITY EASEMENTS WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

HYATT ADDITION, SEC. 4

617 N.W. 27th STREET
MOORE, OK 73160
(405) 912-2775
(405) 912-2322 FAX
CA 1020, EXP. 6-30-23

Regular Board of Commissioners

7.

Meeting Date: 12/20/2021

PL07-21

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of a Final Plat for Wolverine Industrial Park subdivision, located west of North Harrison Avenue on Wolverine Road. Case No. PL07-21, Applicant: Stephen Landes for Landes Engineering, LLC.

Attachments

Staff Report



Community Development

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

Date: December 13, 2021
To: City Commission
From: Rachel Clyne, City Planner
Subject: Consideration of a Final Plat for Wolverine Industrial Park subdivision, located west of North Harrison Avenue on Wolverine Road. Case No. PL07-21, Applicant: Stephen Landes for Landes Engineering, LLC

Background: The subject property is located west of N. Harrison Avenue and on the north side of Wolverine Road. The proposed subdivision has 48.81-acres with 8 lots. The current zoning is I-3 (Industrial Heavy District).

On January 6, 2021, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for the Wolverine Industrial Park subdivision to the City Commission. On January 19, 2021, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Staff reviewed the Final Plat submittal of the Wolverine Industrial Park subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, reviewed the Wolverine Industrial Park and found it sufficient. Planning staff recommended that the Planning Commission recommend to the City Commission Approval of PL07-21, for Final Plat of Wolverine Industrial Park subdivision as presented.

Attachment: Application and supporting documents

Recommendation: Planning Commission unanimously recommended Approval of the application PL07-21, for Final Plat of Wolverine Industrial Park subdivision at its special meeting on December 7, 2021.



Planning Commission Meeting – 12.01.2021 – City of Shawnee, Oklahoma

Staff Report – PL07-21 – Final Plat – Wolverine Industrial Park

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: November 22, 2021

Subject: PL07-21 – Request for a Final Plat for the Wolverine Industrial Park subdivision located west of N. Harrison Avenue and on the north side of Wolverine Road.

It is requested that the following information be given formal consideration by the Planning Commission at its regular meeting of December 1, 2021.

Background

The subject property is located west of N. Harrison Avenue and on the north side of Wolverine Road. The proposed subdivision has 48.81-acres with 8 lots. The current zoning is I-3 (Industrial Heavy District).

On January 6, 2021, the Shawnee Planning Commission voted unanimously to recommend conditional approval of the Preliminary Plat for the Wolverine Industrial Park subdivision to the City Commission. On January 19, 2021, the Shawnee City Commission voted for conditional approval of the preliminary plat.

Discussion

Staff reviewed the Final Plat submittal of the Wolverine Industrial Park subdivision. The requested changes, which included the conditions of the Preliminary Plat approval have been corrected. City Engineer, Seth Barkhimer, has reviewed the Wolverine Industrial Park and finds it sufficient.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PL07-21**, for Final Plat of Wolverine Industrial Park subdivision as presented.

This application will be heard at the regular City Commission meeting on Monday, December 20, 2021 at 6:00 p.m. in the Commission Chambers of City Hall.



FINAL PLAT APPLICATION

Planning Department

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

For Office Use Only	
Case Number:	<u>PL07-21</u>
Project Number:	<u>20210987</u>
Date Filed:	<u>11-5-2021</u>
Amount Paid:	<u>\$249.00</u>
Receipt No.:	<u>889</u> ✓ #351

Please provide a submittal letter, 6-24 X 36 maps, 1-8 1/2 x 14 map, 1 electronic map and filing fees upon submitting this application. Please call (405) 878-1616 with any questions.

APPLICANT Stephen Landes, Landes Engineering, LLC
APPLICANT ADDRESS 903 E. 35th St., Shawnee, OK 74804
APPLICANT PHONE NUMBERS 405-275-5388
EMAIL ADDRESS slandes@landesengineering.net
NAME OF PLAT Wolverine Industrial Park Addition
LOCATION 41500 Wolverine Rd., Shawnee, OK 74804
NUMBER OF ACRES 48.81 NUMBER OF LOTS 8

FOR 2 ACRE LOTS OR GREATER DEVELOPMENTS: FEE: \$225.00
PLUS **\$3.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS 8 \$24.00
PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST \$249.00

FOR LESS THAN 2 ACRE LOTS: FEE: \$225.00
PLUS **\$2.00** PER LOT UP TO FIFTY (50) LOTS - NUMBER OF LOTS _____
PLUS **\$1.00** PER LOT OVER FIFTY (50) LOTS - NUMBER OF LOTS _____
TOTAL COST _____

OWNER/DEVELOPER INFORMATION:

NAME Mac Bagby, Wolverine Industrial Park
ADDRESS 3525 Del Mar Heights Rd., Ste 529, San Diego, CA 92130
CONTACT NUMBERS 561-945-3771
EMAIL ADDRESS Macbagby@gmail.com

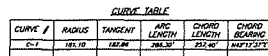
PROJECT ENGINEER INFORMATION:

NAME Stephen Landes, PE 19539, Landes Engineering, LLC
ADDRESS 903 E. 35th St., Shawnee, OK 74804
CONTACT NUMBERS 405-275-5388 (o), 405-432-9396 (m)
EMAIL ADDRESS slandes@landesengineering.net

**APPLICATION, SITE PLAN, CONSTRUCTION DOCUMENTS, PAYMENT, ETC... MUST BE RECEIVED 30 DAYS
PRIOR TO MEETING**

A RE-PLAT OF LOT 1, BLOCK 1, VANGUARD ADDITION, A SUBDIVISION OF A PART OF THE SE/4 OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA

A RE-PLAT OF LOT 1, BLOCK 1, VANGUARD ADDITION, A SUBDIVISION OF A PART OF THE SE/4 OF SECTION 31, TOWNSHIP 11 NORTH, RANGE 4 EAST OF THE INDIAN MERIDIAN, SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA



PRELIMINARY COPY.
FOR REVIEW ONLY.

LANDER ENGINEERING LLC & ASSOCIATES
www.landerengineering.net
903 EAST 30TH STREET SHAWNEE, OKLAHOMA 74804
(405) 273-5388 CA #2260 EXP. 6-30-21

Wolverine Industrial Park

DRAWN BY: FTM		SHEET NUMBER: 2 of
CHECKED: CD		

Regular Board of Commissioners

8.

Meeting Date: 12/20/2021

CUP03-21

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

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

Attachments

Staff Report



Community Development

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

Date: December 20, 2021
To: City Commission
From: Rachel Clyne, City Planner
Subject: Public hearing and consideration of an ordinance to rezone property located at 15413 Nickens Road from A-1 (Rural Agricultural District) to A-1 (Rural Agricultural District) with LPZ (Lake Protection Zone) overlay and a CUP (Conditional Use Permit) for the purpose of operating a Bed and Breakfast/Airbnb. Case No. CUP03-21, Applicants: Zachary and Jennifer Grinnell and Sheri and Greg Rhodes.

Background: At the September 1, 2021 regular meeting of the Shawnee Planning Commission, the application was recommended for deferral to the October 13, 2021 Planning Commission to gather more information on short-term rentals. At the September 14, 2021 City Commission meeting the application was deferred to the October 13, 2021 Planning Commission meeting. Due to a lack of a quorum, there was no Planning Commission meeting on October 13, 2021.

In compliance with the public hearing notice requirements, the review of the application was set for the December 1, 2021 Planning Commission meeting. At the December 1st Planning Commission meeting, staff explained that the subject property has a lake lot lease, which states the property shall not be sublet. The application should not have been accepted since approval is not possible. Planning staff recommended that the Planning Commission recommend denial of Case No. CUP03-21.

Attachment: Application and supporting documents

Recommendation: Planning Commission unanimously recommended Denial of the application CUP03-21 at its regular December 1, 2021 meeting.



Planning Commission Meeting – 12.01.2021 – City of Shawnee, Oklahoma

Staff Report – CUP03-21– Conditional Use Permit – 15413 Nickens Rd

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: November 24, 2021

Subject: CUP-03-21 – Request for a zoning clarification and Conditional Use Permit (CUP) at 15413 Nickens to operate a Bed & Breakfast/Airbnb.

It is requested that the following information be given formal consideration by the Planning Commission at its regular meeting of December 1, 2021.

Background

The subject property is located at 15413 Nickens Road a/k/a Cabin Site Lease #033928 and is zoned A-1 (Rural Agricultural District). The zoning clarification is the inclusion of the LPZ (Lake Protection Zone) zoning overlay. This overlay is applicable to all City-owned Lake Lot Leases. The request for a Conditional Use Permit (CUP) is to operate a Bed & Breakfast/Airbnb. The applicants requesting the CUP are the Grinnell and Rhodes families.

Discussion

Referencing the City of Shawnee Code of Ordinances [Chapter 22 – Planning and Development -- Article V] - **Section 22-119. – Definitions**

“Lake lot lease shall mean those lease areas established by the city, most of which were created in 1936, around Shawnee Lake No. 1, for the purposes of private recreational and residential use. In general, such areas are a minimum of one acre in size and include the right to construct a permanent residence on the subject lease area. The term “lake lot lease” shall also include any newly created or defined lots that are or will be leased by the city or the CLO.” (CLO = state commissioners of the land office)

Referencing the City of Shawnee Code of Ordinances [Chapter 16 – Article II – Twin Lakes] {Division 8 - Lot Rentals} **Section 16-322. - Assignment of lease; sale of improvements.**

“(a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his lease sell and transfer to other persons the improvements on the lot leased by him.”

The application for this Conditional Use Permit is for a “Bed & Breakfast/Airbnb”. However, there exists a clear difference between the Uses of “bed and breakfast” and “Airbnb”.

Airbnb is one of many short-term rental platforms that assist in the subletting of a dwelling unit (a house), or portion thereof (a single room). Another well-known short-term rental platform is VRBO, which stands for Vacation Rental By Owner.

Bed and breakfasts are dwelling units that must be owner-occupied and where lodging and breakfast are provided for compensation.

Recommendation

Property that has a lake lot lease shall not be sublet. Staff should not have accepted and processed this application as approval is not possible. Staff recommends that the Planning Commission recommend **DENIAL** of Case No. **CUP03-21** to the City Commission.

This application will be heard at the regular City Commission meeting on Monday, December 20, 2021 at 6:00 p.m. in the Commission Chambers of City Hall.

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #CUP03-21

Case number CUP03-21 is for a rezoning and CUP (conditional use permit).

Current zoning is **A-1 (Rural Agricultural District)**.

Proposed zoning is **LPZ (Lake Protection Zone)** with **CUP (Conditional Use Permit)**.

CUP request is for a **Bed and Breakfast/Airbnb.**

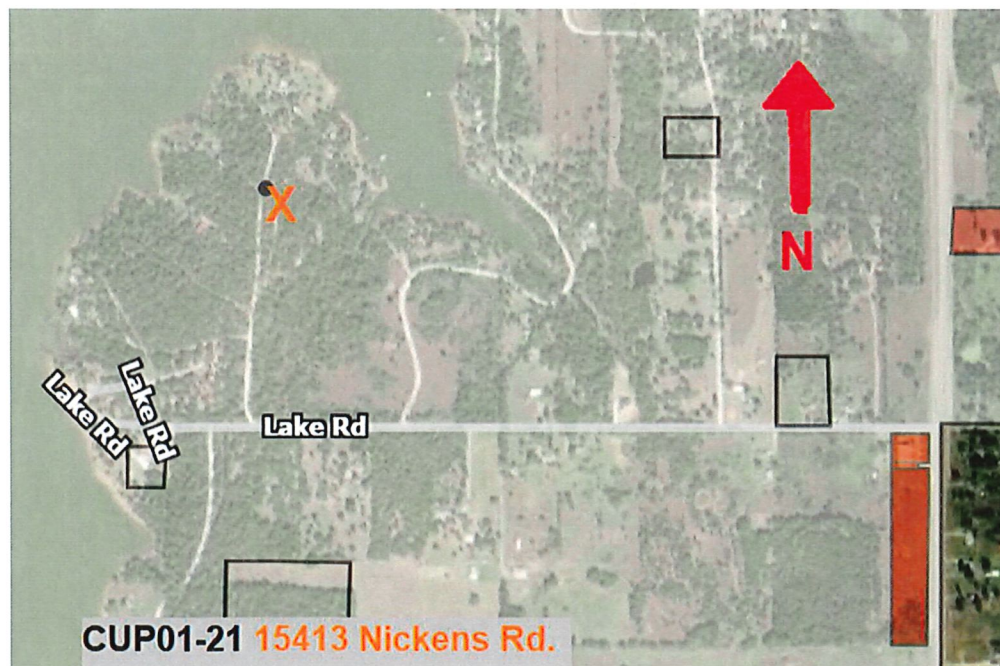
Applicants are the **Grinnell and Rhodes families.**

The public hearings for **CUP03-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

December 1, 2021 at 1:30 p.m. City of Shawnee Planning Commission meeting
December 20, 2021 at 6:00 p.m. City of Shawnee City Commission meeting

Attendance at the public hearing is not mandatory but all interested parties are encouraged to attend. Questions about the application may be directed to the City of Shawnee Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Office/Annex Building located at 222 N. Broadway.

Presented for post on November 9, 2021, by Rachel Clyne, City Planner.



Ellen Chidester
1205 N Lawton
Moore, OK 73160

Kenneth & Rita Sparks
P.O. Box 452
McCloud, OK 7485

Robert & Traci Murphy
3451 Fish Market Rd
McCloud, OK 74851

Edward Hall – Kasey Miller
3148 SW 93rd
OKC, OK 73159

Michael & Kirk Lowery
2009 Brook Hollow
Shawnee, OK 74804

Kristi & Alvin Peterson
3322 Post Office Neck
Shawnee, OK 74801

Kenneth & Rita Sparks **
15411 Nickens Rd
Shawnee, OK 74801

Robert & Traci Murphy **
15509 Nickens Rd
Shawnee, OK 74801

Ellen Chidester **
15508 Nickens Rd
Shawnee, OK 74801

Edward Hall – Kasey Miller **
15605 Nickens Rd
Shawnee, OK 74801

Michael & Kirk Lowery
33112 Post Office Neck
Shawnee, OK 74801

Grinnell/Rhodes
25492 Kings Rd
Tecumseh, OK 74873

Grinnell/Rhodes **
15413 Nickens Rd
Shawnee, OK 74801

Renotification of Public Hearing for
CUP03-21 on 12.1.2021
**Lake Lot Lease addresses *RC*



Planning Commission Meeting – 09.01.2021 – City of Shawnee, Oklahoma

Staff Report – CUP03-21– Conditional Use Permit – 15413 Nickens Rd

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: August 25, 2021

Subject: CUP-03-21 – Request for a Rezoning overlay clarification and Conditional Use Permit (CUP) at 15413 Nickens to operate a Bed & Breakfast/Airbnb

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of September 1, 2021.

Background

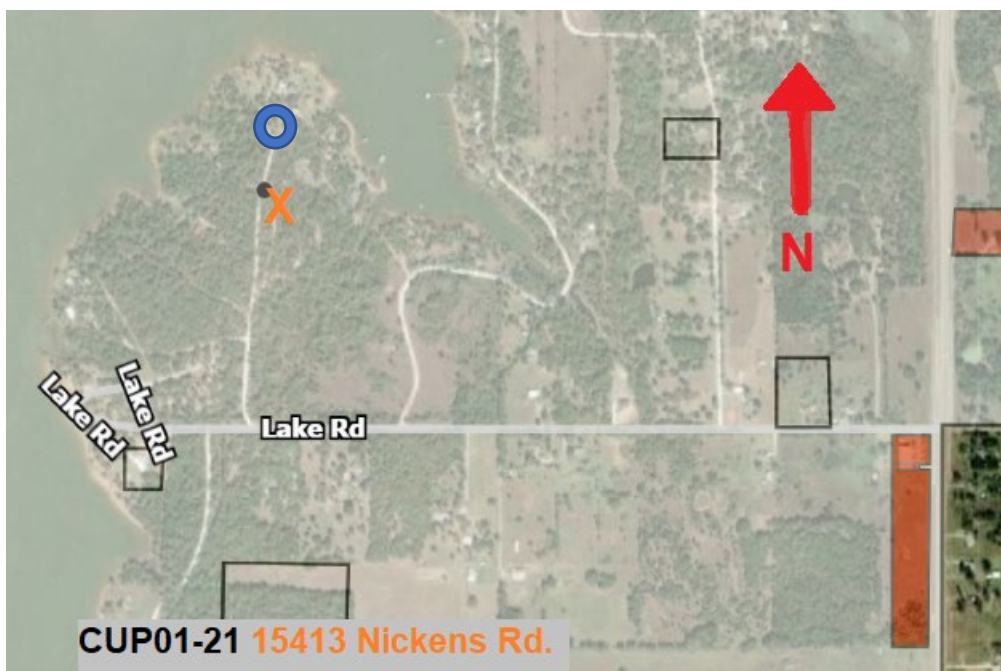
The subject property is located at 15413 Nickens Road *a/k/a* Cabin Site Lease #033928. The Rezoning overlay clarification is to include the correct zoning overlay of LPZ (Lake Protection Zone). This overlay is applicable to all City-owned Lake Lot Leases. The request for a Conditional Use Permit (CUP) is to operate a short-term rental (Bed & Breakfast/Airbnb). The applicants for this CUP request are the Grinnell and Rhodes families

Discussion

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] in DIVISION 4. - Agricultural Uses, Section 22-260.- Uses. The uses permitted with zoning A-1 (Rural Agricultural District) include “Bed & Breakfast” is a permitted use in A-1 zoning.

Zoning Code (Code) DIVISION 14. – Administration. Section 22-605. – Conditional Use Permit. *“The uses designated under the various districts herein as “conditional uses” are so classified because they could more intensely dominate the area in which they are located....”* The conditional uses shall be reviewed and authorized or rejected with or without special conditions placed on the project. Operations under **CUP03-21** shall adhere to all regulations within Code of Ordinances of the City of Shawnee, Oklahoma.

Home Sharing is a temporary rental of a dwelling (or rooms of a dwelling). AirBnb and VRBO are examples of platforms used for home sharing. The Shawnee City Commission is in the process of reviewing the concept of home sharing and its applicability in the City of Shawnee.



PLANNING COMMISSION APPLICATION



City of Shawnee Planning Department

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

For Office Use Only

Case Number: 20210667

Project Number: _____

Date Filed: 7-29-2021

Planning Commission Secretary

REQUEST:

____ Rezoning
____ Conditional Use Permit

☒ Rezoning w/Conditional Use Permit
____ Planned Unit Development

I, the undersigned, do hereby respectfully make application and petition to the City Commission to amend the zoning map, and to change the zoning district of the Shawnee area, from A1 District to LPZ with CUP District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 15413 Nickens Rd. Shawnee OK 74801

LEGAL DESCRIPTION: Cabin Site Lease # 033928 Belcher Shawnee Lake

PROPERTY OWNER (S): Zachary and Jennifer Grinnell / Sheri and Greg Rhodes

PROPERTY AGENT (APPLICANT): _____

APPLICANT'S ADDRESS: 25492 Kings Rd

CITY: Tecumseh STATE: OK ZIP: 74873

EMAIL ADDRESS: Zgrinnell@gmail.com

TELEPHONE NUMBER: (580) 736-1470 CONTACT NUMBER: () same

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

CURRENT ZONING: A1 CURRENT USE: Residential

PROPOSED ZONING: LPZ w/ CUP PROPOSED USE: Air BnB / Bed + Breakfast

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

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

Sheri Rhodes
SIGNATURE OF APPLICANT

FOR STAFF USE ONLY

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

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

RECEIPT NO. 585

NOTIFICATION SIGN \$ 50.00

V#1048 7-30-2021

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____

City of Shawnee Planning Commission

We wish to apply for a conditional use permit that will allow us to have the ability to use our lake house at Shawnee Lake as a short-term rental listed on Air BNB and/or VRBO. Our family purchased the home last summer and have loved our time at Shawnee Lake. A little background on our family, Sheri Hale-Rhodes was a Shawnee High graduate and she taught at Shawnee Public School for 22 years and her son Zac Grinnell was a Shawnee High School graduate as well. Sheri and her family have been Shawnee residents since 1975, and her father was a local business owner. The family continues to be active in the community by regularly volunteering at local organizations such as Legacy Parenting Center and Community Market and also serve as members of the local Life Church. We truly are investing in seeing the City of Shawnee continue to grow and prosper and feel that our rental provides sales tax income to the city and guests spending their money at local restaurants and shops.

We request to have the ability to list our home as a short-term rental on Air BNB / VRBO and share our lake house with vacationers and tourists. We do receive a financial gain when we do rent our home, but we also feel this is a great way for families and tourists to experience all the wonderful things Shawnee Lake and the city of Shawnee has to offer during their time at our home. Some of the rental guests have been families that have children attending OBU, a group of softball players playing a local tournament at FireLake, multiple families traveling with children that get to experience fishing, swimming, and relaxing at the lake, and guests from other states that have told us they never knew a wonderful lake like ours existed near Shawnee.

We understand that we have neighbors that own homes on both sides of our home and we understand some of their concerns with vacationers and tourists staying at our home. We want to try our best to minimize any adverse outcomes from our short-term rentals. As the active manager for our home, we have the ability to approve or deny any rental request for our home and we will continue to be prudent on who we chose to stay at our home.

The rules we established for the home were no large gatherings clearly listed on our home description, no pets, quiet hours from 10pm to 6am, and a maximum overnight guest of 6-8 people. We indicate that our backyard is shared with others since there is no fencing to clearly show property lines. In the home manual there are photos showing where the property boundaries are and ask that guests stay within the boundaries. We have plenty of space for guests to swim directly in front of our home and not be over near the neighbor's property. We do share a common driveway and gate entrance with our neighbors to the west. To alleviate some of the issues this may cause we provide a temporary gate code to our guests which is then deleted following their stay. We have recently purchased 4 highly visible metal signs that indicate our home parking locations and a sign pointing to the west showing no parking and to not block the neighbor's driveway.

All of our guests have expressed what an amazing experience Shawnee Twin Lakes has provided for their family and friends and wish to come back again soon. We know we are blessed to have

this lake property and while we do get a financial gain from the short-term rentals, we also feel this is a way to bless other families with an opportunity to have a great experience at the lake at an affordable rate.

We ask that our conditional use permit be approved, and we will continue our commitment to abide by all rules and ordinances required by the city of Shawnee. We also pledge to promote open communication with our neighbors, so they are not negatively impacted by our short-term rentals.

Thank you for the consideration,
Zac and Jenn Grinnell
Greg and Sheri Rhodes

The parking area at our home is 67 feet long and 43 feet wide. It is easily accessible for 4-5 vehicles to park in our parking area.

We have purchased high visibility signs that clearly show where our home and parking area is and where not to park and block the neighbor's driveway.





67 feet long
43 feet wide

Signs showing where our parking area is and where not to park or block driveway







15413
Nickens Rd.

Please Park Here

No Parking

Please Do Not Block Driveway

file copy

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #CUP03-21

In accordance with 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, requests for rezoning, conditional use permits (CUP), planned unit developments (PUD), and variances require notification of a PUBLIC HEARING

Case number CUP03-21 is for a rezoning and CUP (conditional use permit).

The property is located at **5413 Nickens Rd.**

Current zoning is **A-1 (Rural Agricultural District)**.

Proposed zoning is **LPZ (Lake Protection Zone) with CUP (Conditional Use Permit)**.

CUP request is for a **Bed and Breakfast/Air BnB**.

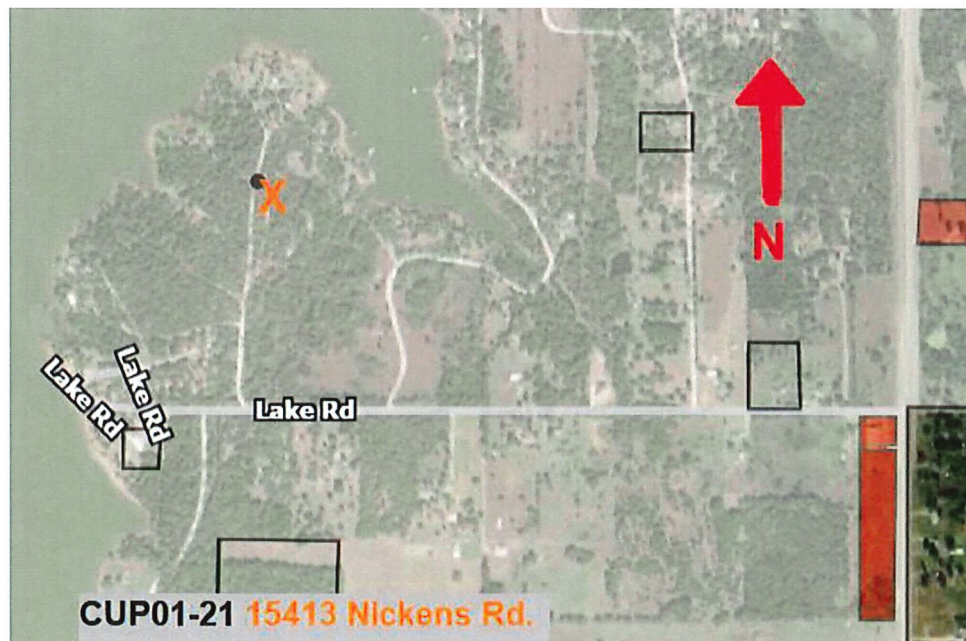
Applicants are the **Grinnell and Rhodes families**.

The public hearings for **CUP03-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

September 1, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
September 20, 2021	at 6:00 p.m.	City of Shawnee City Commission meeting

Attendance at the public hearing is not mandatory but all interested parties are encouraged to attend. Questions about the application may be directed to the City of Shawnee Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Office/Annex Building located at 222 N. Broadway

Presented for post and publication on August 11, 2021, by Rachel Clyne, City Planner.



Lease holders within 300 feet of 15413 Nickens Rd.

Ellen Chidester – 15508 Nickens Rd. Mailing – 1205 N Lawton Moore, OK 73160

Kenneth & Rita Sparks 15411 Nickens Rd. Mailing PO Box 452 McCloud OK 74851

Robert and Traci Murphy 15509 Nickens Rd Mailing 3451 Fish Market Rd. McCloud OK 74851

Edward Hall, Kasey Miller 15605 Nickens Rd. Mailing 3148 SW 93rd OKC OK 73159

Michael & Kirk Lowery 33112 33114 Post Office Neck. Mailing 2009 Brook Hollow Shawnee OK 74804

Kristi & Alvin Peterson 33202 Post Office Neck – Mailing Same Shawnee OK 74801

PLEASE READ CAREFULLY

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

**CABIN SITE LEASE
LEASE# 033928**

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease made and entered into in duplicate this date of 5/18/2020 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

GREGORY & SHERI RHODES
of 25492 KINGS RD TECUMSEH OK 74873 ,
ZACHARY AND JENNIFER GRINNELL
of 25492 KINGS RD TECUMSEH OK 74873,
PARTY OF THE SECOND PART.

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

15413 NICKENS RD

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

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

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

That at the expiration of the primary term hereof, the lessee shall have the right and option to renew said lease for an additional period of thirty (30) years under the terms and

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

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

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

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

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

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

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

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

conditions set forth in Section 16-321 SMC. There is no limit to the number of times a lease can be renewed.

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

That in addition to the possession of the property so leased, the lessee shall have the right and privilege of a site for a boat house and boat dock on the land owned by the City adjoining and immediately in front of a lot leased, which said boat house shall be erected and maintained by and at the cost of the lessee on ground not to exceed an area of thirty (30) feet by thirty (30) feet, which said boat house shall never be used as a place of human habitation, and which said boat house or boat dock shall conform to the provisions of Section 16-325 SMC, and that said boat dock or boat house shall be the private property of the lessee, who shall have the right of ingress and egress to and from the same, subject to the rights of the public as set forth herein. The lessee shall agree to keep said lot and boat house and dock in a clean and sanitary condition, and to maintain the same in a safe condition, and the City as lessor shall in no manner be liable to lessee for any damages suffered by lessee to said lot or boat house or dock, or the improvements thereon on account of the rise and fall of the water line of said lake, or for the enlargement or decrease by the City of the size of said lake, or on account of any rule or regulation that may hereafter be adopted by lessor, governing the regulations of said lake, and lessee agrees to hold the lessor free and harmless from all damages suffered by him or by any other person, on account of personal injuries or loss of property that may incur upon said lot, boat house or boat dock.

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

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

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

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

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

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

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

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

ATTEST:

Lisa Lacy
CITY CLERK

CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: Russell Smiley
MAYOR
PARTY OF THE FIRST PART

Jeff Connel
PARTY OF THE SECOND PART

Gary A. Rhoads
PARTY OF THE SECOND PART

Sherril Rhoads
PARTY OF THE SECOND PART

Jennifer Grunell
PARTY OF THE SECOND PART

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #CUP03-21

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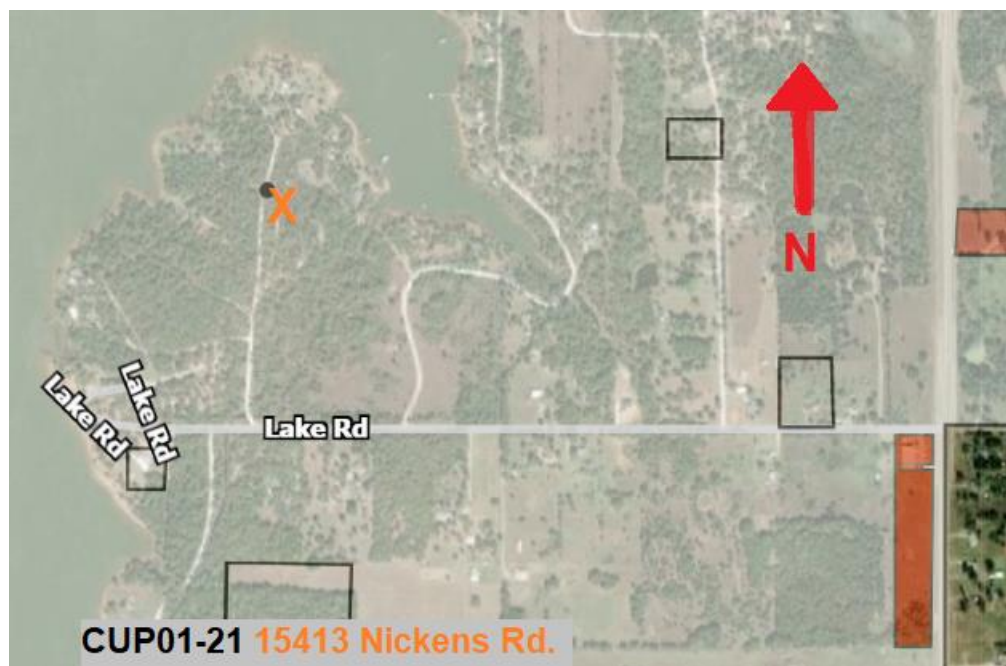
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Presented for post and publication on August 11, 2021, by Rachel Clyne, City Planner.



RECEIVED

AUG 25 2021

CITY CLERK

City of Shawnee Planning Commission,

We wish to protest the rezoning and conditional use permit request for a Bed and Breakfast/Airbnb located at 15413 Nickens Road on Shawnee Twin Lakes. We are the adjacent neighbors to the East of the Airbnb applicants. We purchased the home in 2017. Over the last four years we have enjoyed the lake with our family. We have also enjoyed getting to know our neighbors and creating friendships.

In the Summer of 2020, the Grinnell/Rhodes family, purchased the home next to ours and immediately began operating an Airbnb. We read the city lake lease agreement and the city Code of Ordinance and discovered that Airbnb's were not allowed. We had concerns with an Airbnb operating so close to our home. We expressed our concerns and explained Airbnb's were not allowed per the code with the owner and the acting operating property manager. Our home is approximately 33 feet from the Airbnb. Frequently Airbnb guests would unknowingly and knowingly use our property (see photos). We are also concerned with the safety of our children, grandchildren, and pets. Although hosts can deny requests to rent Airbnb's, there is no way to truly know who is renting the property, if this person is a law-abiding citizen, sex-offender or if the person renting the property will be present. It is difficult for our family to relax and enjoy our home knowing there are complete strangers just a few feet away.

In July 2020, we notified the city of Shawnee and they confirmed that Airbnb's were not permitted in the Lake Protection Zone and that code enforcement would be notified. Article V of the Shawnee Twin Lakes Lake Protection Zone Code of Ordinance is attached below. After our discussion with the City of Shawnee the Airbnb continued to operate and we continued to experience trespassing and lack of privacy. After several weeks we notified our ward city commissioner Bob Weaver. We asked Bob to seek clarification with the proper officials. The city manager at that time called us to state that he was aware of the problem and agreed it was not allowed under the Lake Protection Zone. He further stated that the Airbnb fell under "subletting" and he would take care of it and asked that we give him some time to handle it. After several more weeks the Airbnb continued having guests and we continued to experience problems. We were advised to install security cameras and document incidents.

Over the course of 2020 and 2021 the Airbnb continued to operate. We had multiple conversations and meetings with our city commissioner and the former city manager notifying them of issues we were experiencing. We also attended three City commission meetings and spoke on record explaining our concerns and the problems we were experiencing. We asked for clarification, guidance, and action, but we received none.

On June 18, 2021 there was a large event at the Airbnb. The Sparks (adjacent neighbors to the west of the Airbnb) front yard was used as parking by some of the Airbnb guests. The homeowner, Reta Sparks, was in her front yard and asked the guests not to park in her yard because it was not part of the rental property. The guests did not respond kindly, and multiple seemingly intoxicated Airbnb guests aggressively verbally confronted Reta. Reta asked to speak to the person who rented the Airbnb but was notified that the renter was not present and

would not be back until the following day. He had rented the property for a “company party” for his employees to use, but was not physically present at that time. The owner of the Airbnb was notified. I phoned the city the following Monday and was referred to the planning director, Rebecca Blaine. I explained the situation we have been dealing with the past year and the altercation that happened over the weekend. She advised me she was not aware of the Airbnb operating at the lake and stated it was against city code and she would be sending a cease and desist letter to the owners. She notified me on June 22, 2021 the letter had been sent and shortly after the Airbnb listing was removed. We were contacted by one of the owners, who informed us he would not be operating the Airbnb any longer and that he would not be pursuing a permit in the future.

Recently, we were made aware of the notice posted in front of 15413 Nickens Road. We would like to point out that although Bed and Breakfasts are allowed at the lake with a conditional use permit, the proposed application for the Airbnb/Bed and Breakfast is misleading. Airbnb is not a Bed and Breakfast. A bed and breakfast in the code is defined as a dwelling occupied by the owner (see Sec. 22-206. Definitions attached below). The Airbnb is not owner occupied as they leave the premise and rent the entire home to guests without being present. All lake leaseholders are required to sign a lease agreement with the city of Shawnee. The conditions of the lease are taken from Sec. 16-322 Assignment of lease; sale of improvements (see attached). The first sentence of this code states No lease entered into under this division shall be assigned or sublet. Although there is not legal definition for Airbnb, VRBO or any other vacation rental because they are trademarked company names, they provide opportunity for property rentals. Therefore, this definition should fall under the category of “assigned or sublet”. Further, Sec. 22-121.-Prohibited uses expressly states that unless the use is specifically listed as permitted, it is not allowed. Airbnb’s, VRBO’s or other vacation rentals are not specifically listed in Sec. 22-120 – Permitted uses that Sec 22-121 refers to. Sec 22-120.-Permitted Uses also expressly states that an application for conditional permit within the LPZ (Lake Protection Zone) shall provide public notice and notice shall be mailed to ALL lease holders within 300 feet of the exterior boundaries of the subject lease. To our knowledge this was not done. Although vacation rentals are operating in other parts of the city, please refer to the LPZ. In article V. sec 22-118 of the LPZ it states that “where two or more provision conflict, the more stringent interpretation shall prevail”.

We are asking that the conditional use permit be denied based on the applicable city codes (attached below), Lake Protection Zone and for the numerous nuisances we have experienced and documented over the past year when the Airbnb knowingly operated against city code and disregarded our personal property, privacy and safety.

Thank you,
Robert and Traci Murphy

The applicant states in advertised Airbnb listing that no events and no pets are allowed. Applicant's personal letter submitted with application also states no large gatherings. The rules were also in place when the Airbnb was previously operating. Below is a brief summary of problems we have experienced with this Airbnb. We have also attached a small portion of the photos we have documenting trespassing issues.

- Approximately 25 documented times Airbnb guests have crossed onto our property. Sometimes multiple times throughout the day.
- Approximately 3 documented times Airbnb guests with leashed dogs have used our yard to potty.
- Approximately 7 documented times that Airbnb guests' dogs have come on our property unattended and Airbnb guests came over to retrieve them.
- Approximately 2 times Airbnb guests drove into our entrance thinking it was the Airbnb entrance.
- 2 Large events held on Airbnb property

ATTACHMENTS

- FIGURE 1: Aerial view of involved sites
- FIGURE 2: Aerial view of estimated property lines
- FIGURE 3: View of Airbnb & Murphy back yard showing approx. boundaries
- FIGURE 4: View of Murphy & Airbnb front yard
- FIGURE 5: Side view of Murphy & Airbnb yard
- FIGURE 6: Airbnb guests in Murphy yard with their dogs
- FIGURE 7: Airbnb guests in Murphy yard with their dogs
- FIGURE 8: Airbnb guests in Murphy yard crossing to Airbnb front yard
- FIGURE 9: Airbnb guests digging in Murphy yard/flower bed
- FIGURE 10: Airbnb guest in Murphy yard crossing from Airbnb front yard
- FIGURE 11-12: Airbnb large wedding event
- Exhibit 1: City of Shawnee Code of Ordinance Sec. 22-117 and 22-118
- Exhibit 2: City of Shawnee Code of Ordinance Sec. 22-120 Permitted Uses and Sec. 22-121 Prohibited uses
- Exhibit 3: City of Shawnee Code of Ordinance Sec. 22-206 Definitions. Bed & Breakfast defined
- Exhibit 4: City of Shawnee Code of Ordinance Sec. 16-322 Assignment of lease; sale of improvements.

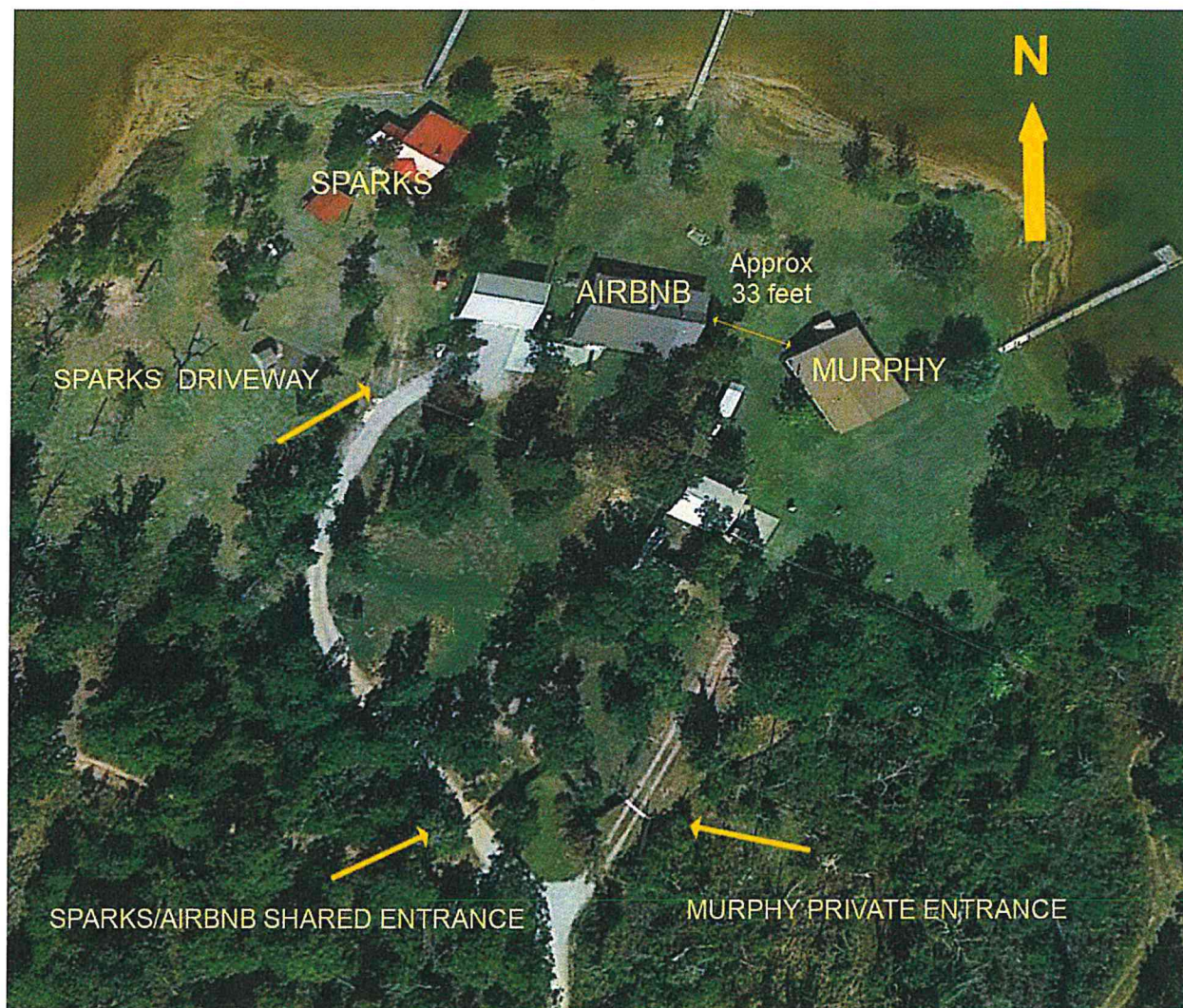


FIGURE 1



FIGURE 2

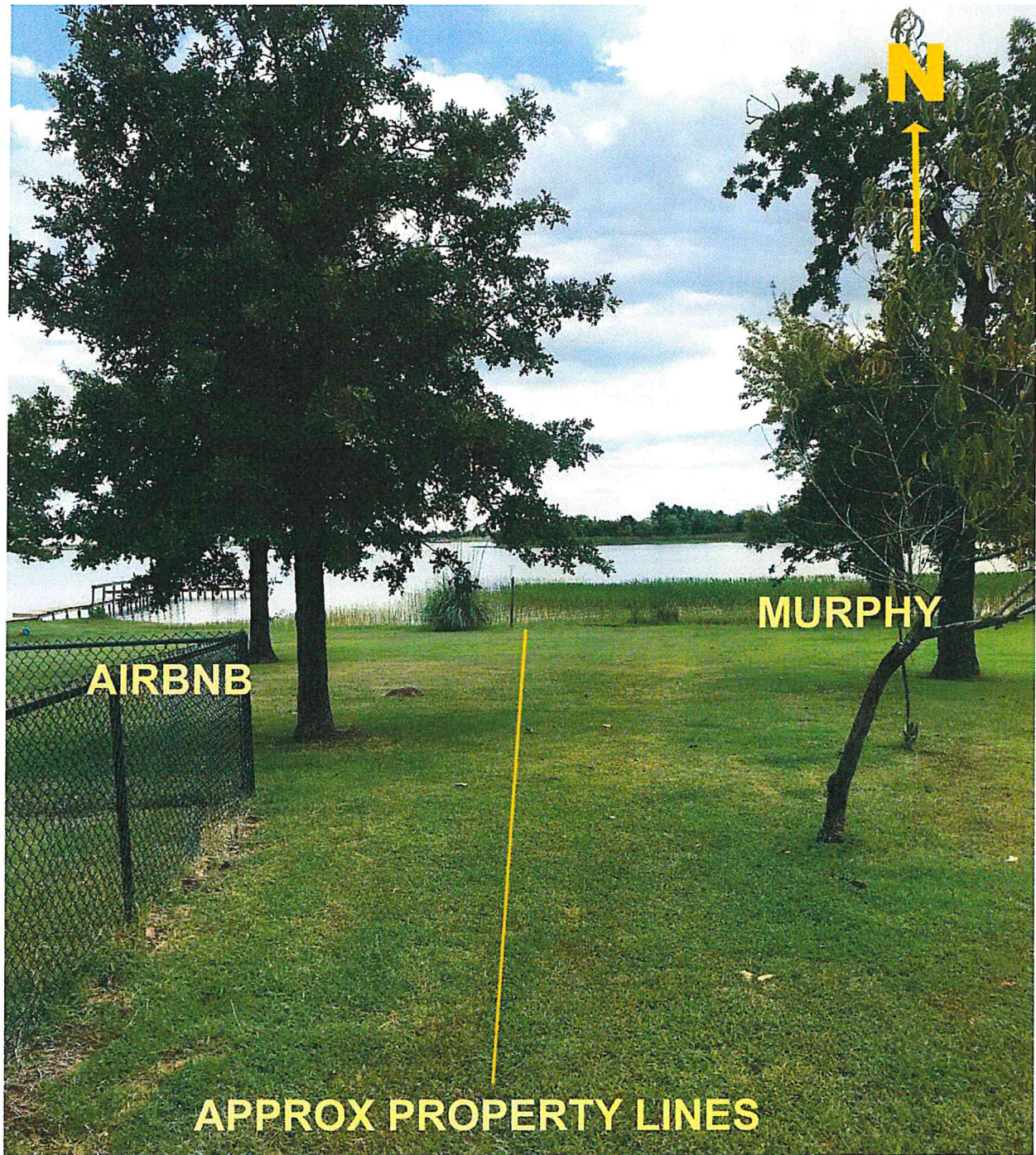


FIGURE 3



FIGURE 4



FIGURE 5



FIGURE 6

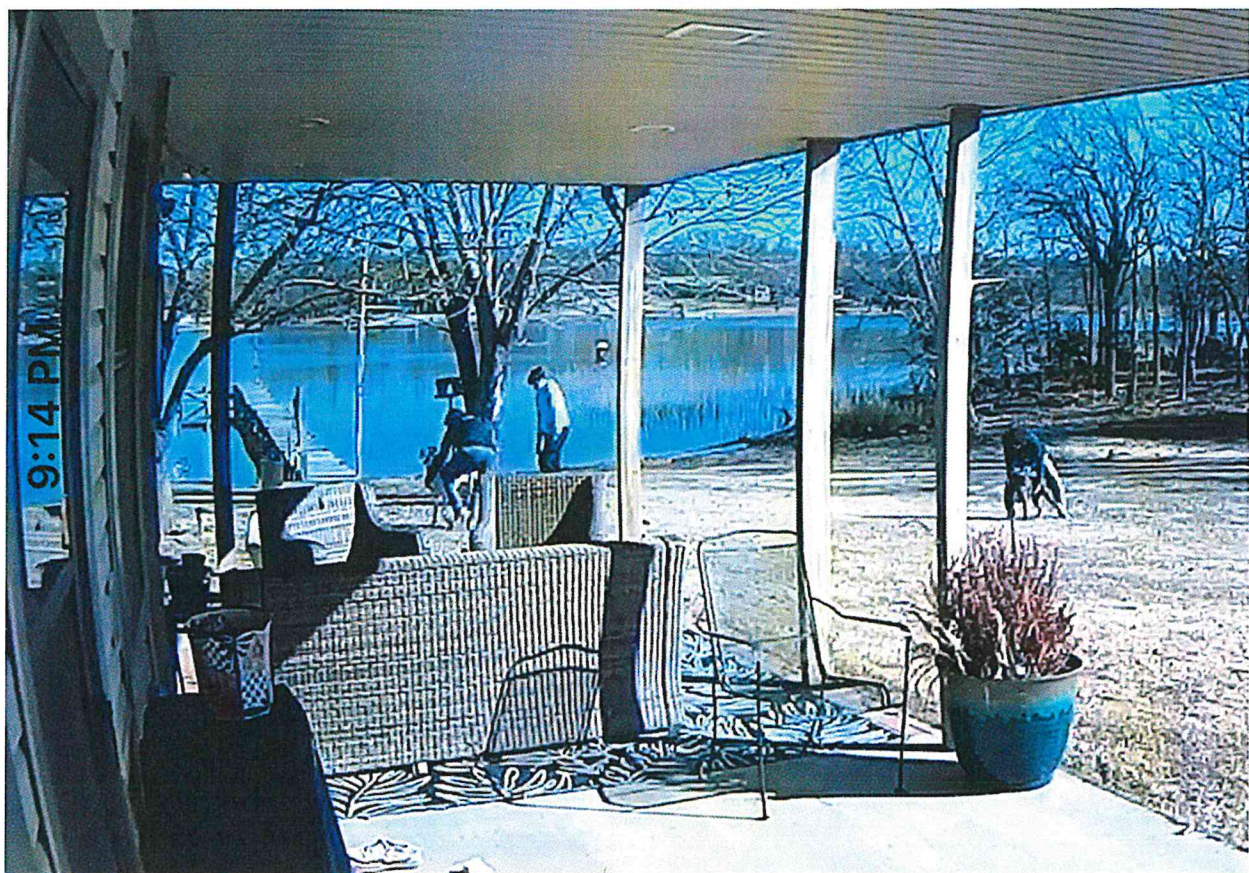


FIGURE 7



FIGURE 8



FIGURE 9



FIGURE 10



FIGURE 11



FIGURE 12

ARTICLE V. - SHAWNEE TWIN LAKES LAKE PROTECTION ZONE (LPZ)

Sec. 22-117. - Lake protection zone; purpose.

The purpose of the lake protection zone (LPZ) is to protect public health, safety and welfare and to ensure orderly development along and near Shawnee Lake Number 1. It is an overlay zone that is applied as specified below. An overlay zone is a set of zoning standards and regulations that are applied in addition to the existing standards of the base zone. A special zoning district is necessary to ensure adequate environmental protection for the Shawnee Lake Number 1, which serves as a municipal water source for the city.

(Code 2002, § 22-101; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-118. - Application.

The LPZ overlay zone applies to all lake lot leases administered by the city and the state commissioners of the land office (CLO) on Shawnee Lake Number 1. These requirements shall supplement existing zoning and code provisions and where two or more provisions conflict, the more stringent interpretation shall prevail as determined by the community development director. These regulations shall not be extended to city and state lease areas that are not along the shoreline of Shawnee Twin Lakes No. 1, as determined by the city. These regulations do not apply to private property.

Sec. 22-120. - Permitted uses.

Permitted uses are as specified below and shall not be superseded by the uses listed in the underlying district:

- (1) Single-family detached residences.
- (2) Manufactured and mobile homes, provided that any mobile or manufactured home placed on the lake after December 31, 2010, shall be multi-sectioned construction. No single-wide mobile or manufactured homes shall be allowed, with the exception of an approved guest cottage. A new single-wide manufactured or mobile home shall be allowed as a replacement to an existing single-wide unit which existed prior to the original adoption of this article.
- (3) Boat docks and other similar uses as per section 16-225.
- (4) Accessory uses customarily incidental and secondary to the uses permitted by right.
- (5) Other uses specifically authorized by the city via an approved lease, provided that such use shall conform to the underlying zoning district.
- (6) Home occupation.
- (7) Community buildings, buildings associated with clubs/civic organizations and associations and similar uses as determined by the director and as acknowledged by the city commission.
- (8) Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit ¹, provided that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.
- (9) Bed and breakfast, subject to the granting of a conditional use permit ¹.
- (10) Overnight camping for personal use (not a commercial campground), provided that it is done in a contained unit (e.g., motorhome, fifth-wheel, travel trailer, etc.) and the use is temporary and the unit does not remain on the site between use. Temporary use is considered a use which does not exceed 60 days in a calendar year and does not include any single stay greater than 14 days.

Note: ¹ An application for a conditional use permit within the LPZ shall provide public notice in accordance with the applicable section of the Shawnee Zoning Code, provided that the notice requirements are amended as follows: Notice shall be mailed to all holders of leased property within 300 feet of the exterior boundaries of the subject lease. Additional mailed notice is not required.

(Code 2002, § 22-104; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-121. - Prohibited uses.

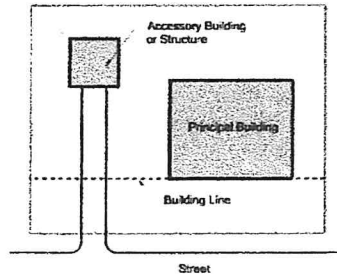
The following uses are expressly prohibited: All uses not specifically listed as permitted in section 22-120.

(Code 2002, § 22-105; Ord. No. 2442NS, § 1, 9-7-2010)

Sec. 22-206. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure means a subordinate structure detached from but located on the same lot as a principle building. The use of an accessory structure must be similar and accessory to the use of the principal building. Accessory structures include garages.



Accessory dwelling unit means a second dwelling unit either in or added to an existing single-family detached dwelling, or in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility with provisions within the accessory apartment for cooking, eating, sanitation, and sleeping. Such a dwelling is an accessory use to the main dwelling.

Accessory use means a use that is incidental and subordinate to that of the main building or use of land and that is located on the same lot and under the same ownership in all respects.

Administrative and professional office means uses that have very minimal impact to surrounding properties or the general public, which usually have low traffic volume and common business hours (if open to the public), such as 8:00 a.m. until 6:00 p.m. Examples include, but are not limited to, banks, general business offices, accounting and tax preparation, law offices, etc. The office may or may not be open to the general public.

Adult companion home means any home or establishment, funded and certified by the department of human services, which provides homelike residential accommodations and supportive assistance to three or fewer developmentally disabled adults.

Adult novelty store means a commercial establishment that displays, sells, or offers for sale instruments, devices, or paraphernalia designed or marketed primarily for use to stimulate human genital organs or for use in connection with sadomasochistic practices.

Agricultural animals means animals which are considered accessory to an agricultural use, whether for personal enjoyment or commercial purposes, including horses, mules, burros, sheep, cattle, rabbits, chickens, duck, geese, pigs, goats, ostrich or emus.

Agriculture means the use of land for agricultural purposes, including farming, dairying, pasturage, apiculture, horticulture, floriculture, viticulture, and animal and poultry husbandry, and the necessary accessory uses for packing, treating or storing produce; providing, however, that the operation, of any such accessory uses shall be secondary to that of the principal use. The operation of commercial feed pens, sales yards and auction yards for horses, cattle or hogs is deemed an industrial and not an agricultural use.

Alcohol mixed beverage establishment means a business which sells alcohol beverages by the individual drink for on-premises consumption whose alcohol sales make up more than 50 percent of sales. Typical uses might be a bar or nightclub.

Alley means a minor right-of-way dedicated to the public use not more than 30 feet wide affording a secondary means of access to abutting property and not intended for general traffic circulation.

Animals, grooming and sales, means grooming of dogs, cats and other small animals. Typical uses include dog bathing and clipping salons, pet grooming shops or pet shops. No medical, training, or boarding services are permitted.

Auctioning means auctioning of livestock on a wholesale or retail basis with incidental on-site storage of animals on a temporary basis not to exceed 48-hour periods. Typical uses include animal auctions, livestock auctions or livestock auction yards.

Assisted living facility means a special combination of housing, supportive services, personalized assistance and health care designed to respond to individual needs of those who need help with activities of daily living. Interpreted definition shall be consistent with Oklahoma Continuum of Care and Assisted Living Act.

Automobile car wash means a building or structure designed primarily for washing automobiles using production line methods with a chain conveyor, blowers, steam cleaners, high pressure spray, or other mechanical devices. A self-service system may also be available for manual washing of vehicles.

Automobile wrecking or salvage yard means an area outside of a building where motor vehicles are disassembled, dismantled, junked or wrecked, or where motor vehicles not in operable condition or used parts of motor vehicles are stored.

Basement means a story partly or wholly underground. For purposes of height measurements, a basement shall be counted as a story when more than one-half of its height is above the average level of the adjoining ground or when subdivided and used for commercial or dwelling purposes other than by a janitor employed on the premises.

Bed and breakfast means a dwelling or area containing one or more structures occupied by the owner, where for compensation, lodging and breakfast are provided for up to a maximum of six guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than 30 days.

Billboard (including poster and panel types) means a nonaccessory sign or sign structure upon which advertising may be posted, painted or affixed, and which is primarily designed for the rental or lease of the sign space for advertising not related to the use of the property upon which the sign is located.

Block means, in describing the boundaries of a district, the term "block" refers to the legal description. In all other cases, the term "block" refers to the property abutting on one side of the street between two intersecting streets or between an intersection street and a railroad right-of-way or between an intersecting street and a railroad right-of-way or between an intersecting street and a watercourse.

Board of adjustment means the board of adjustment of the city.

Boardinghouse and roominghouse means a facility where meals or lodging are provided for persons other than the family or their relatives and excluding facilities for transient persons such as hotels, motels, inns and other such facilities.

Building means any structure having a roof supported by columns or walls that is used or intended to be used for the shelter or enclosure of persons, animals or property.

Building coverage (lot coverage) means the percentage of the lot area covered by the building. Overhanging roofs are not included in the area.

Building height means the vertical distance from the average line of the highest and lowest points of that portion of the lot covered by the building to the highest point of coping of a flat roof, or the deckline of a mansard roof or the average height of the highest gable of a pitch or hip roof.

Building line

Sec. 16-322. - Assignment of lease; sale of improvements.

- (a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his lease sell and transfer to other persons the improvements on the lot leased by him.
- (b) If improvements are sold by the lessee, the transfer shall not become effective until approved by the city commission at a regular or adjourned meeting held for that purpose. The city as lessor reserves the right to reject and disapprove any transfer when, in its opinion, it would be to the best interests of the city and its inhabitants to do so. If the transfer is approved, a new full-term lease shall be entered into between the purchaser and the city, and a transfer charge in an amount as described in the city fee schedule shall be paid to the city prior to such transfer. No transfer fee shall be charged in cases where the transfer is made as a result of a trust or will or in cases where a lease has joint owners and one owner obtains full ownership rights.

(Code 2002, § 16-322; Ord. No. 2441NS, § 3, 9-7-2010)

RECEIVED

AUG 26 2021

City of Shawnee Planning Commission

Subject: Application for conditional use permit located at 15413 Nickens RD
Applicants Zac and Jen Grinnell/Greg and Sheri Rhodes

CITY CLERK

As the homeowners, Kenny and Reta Sparks, at 15411 Nickens RD, adjacent neighbors to the west of the above referenced applicants, it is our desire to protest the rezoning and conditional use permit request for Airbnb/Bed and Breakfast.

We will try to explain how we came from enjoying our little retirement retreat to where we are today. We ask that you take into consideration that not all lake lots are suitable for short term rentals/Airbnb operation. We feel ours is not. Size, proximity to neighbors, shared drives, and lack of identified boundaries has created a concern for the safety of our little ones, grandchildren and family members. Being forced to accept uncompliant guest, especially when alcohol is involved does not create an enjoyable or safe environment.

Shortly after the applicants purchased their home, May or June 2020, the manager notified us that guests, booked thru the Airbnb, would be arriving in coming days. Not being familiar with the term Airbnb or its operation this prompted further research. Having recently purchased our home in April 2020, with concerns of how the Airbnb operation could affect us, we referenced the City Cabin Site Lease remembering the condition **no lease shall be assigned or sublet, but lessee may at any time during the term of his/her lease, sell and transfer to other parties the improvements on the lot leased by him/her.** At this time, we reached out to Ward 2 City Commissioner Bob Weaver seeking clarification of this condition in the lease agreement and voicing concerns. As a result, we were then notified by the City Manager acknowledging our concerns stating that he would look into the matter then get back to us.

As occasional situations occurred, as a result of the Airbnb operation, with no response from the City Manager, we decided to address the City Commissioners. We attended the September 8, 2020 City Commission meeting again voicing our concerns and seeking clarification of the City Cabin Site lease conditions.

The Airbnb continued to operate throughout 2020 and into 2021, renting to individuals, families, and groups for events such as weddings and staff parties. **SEE ATTACHED PHOTOS #1-3** As the groups became larger it presented more problems. Our lots share a common drive leading to separate entries. **SEE ATTACHED PHOTOS #4-6.** When there are small or large groups the guest will sometimes use our entry and yard for parking. Although the applicants state in their letter accompanying the application, rules established for their home were no large gatherings, maximum guest of 6-8 people and a manual including photos showing where the property boundaries are asking that guest stay within in the boundaries. Not all guest follows the rules regarding boundaries nor do the applicants always follow the rules they have established for their home regarding no large gatherings. **SEE ATTACHED PHOTOS #1-3**

On June 17, 2021 we received a text from the manager to inform us that there would be a staff party the following day at their home stating the guest had been advised not to block our drive. On June 18, 2021 entering the drive there were vehicles parked from the gate entrance, along the drive on the applicant's property, filling their parking area and using our yard for parking, as well. **SEE ATTACHED PHOTOS #2-3**

As one of the owners of the adjacent property, Reta spoke with a young lady explaining that our property was not part of the venue and ask that they not park in our yard. The young lady acknowledged that they had been told not to block our drive, apologized and said she would pass the information to the remaining guest. Later when leaving, one of three guests-initiated conversation regarding our request that led to a very disturbing and upsetting altercation. After contacting the manager, with no resolution, we reached out to the other owners asking to meet as a group seeking a resolution to the problems we were encountering. That was rejected.

Again, on June 21, 2021 we attended another City Commission meeting (3) asking for clarification and guidance. As a result, we learned that a cease-and-desist letter was mailed on June 22, 2021.

After much research, advice from others and referencing the lake lease agreement/Cabin Site Lease and City Code Ordinance we learned that the Airbnb is a trademarked name of the company that is a marketplace for rental properties. We did not find anywhere in the code where the Airbnb is mentioned. In the code Bed and Breakfast are allowed with a Conditional Use Permit approval. Airbnb and Bed and Breakfast are not the same. Current applicants leave the premises during the guest stay. From approximately July 2020 through June 2021 the applicants operated without the required permit.

REFEERENCES:

Sec. 22-206 Definitions: Bed and Breakfast means a dwelling or area containing one or more structures, **occupied by the owners**, where for compensation, lodging and breakfast are provided for up to a maximum of six guest rooms per building; and the owner thereof intends that the same guest occupy the bed and breakfast facility for less than 30 days

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

As the lessee, all lake leaseholders are required to sign a lease agreement.

SHAWNEE CODE OF ORDINANCES: CHAPTER 16-LAKES; Article II.-Twin Lakes, Division 8. Lot Rentals, Sec. 16-322-Assignment of lease; sale of improvements.

- (a) No lease entered into under this division shall be assigned or sublet, but the lessee may at any time during the term of his lease sell and transfer to other persons the improvements on the lot leased by him.

Article V. – Shawnee Twin Lake Protection Zone (LPZ) Code of Ordinance

Section 22-117 – Lake protection zone; purpose.

Section 22-118 – Application

Article V. – Shawnee Twin Lake Protection Zone (LPZ)

Sec. 22-120 Permitted uses

(8) Guest cottages may be approved as an accessory use to an existing single-family residence with an approved conditional use permit, that a guest cottage shall not exceed 600 square feet, shall not be sublet, and shall share a common driveway with the main residence.

(9) Bed and breakfast, subject to the granting of a conditional use permit

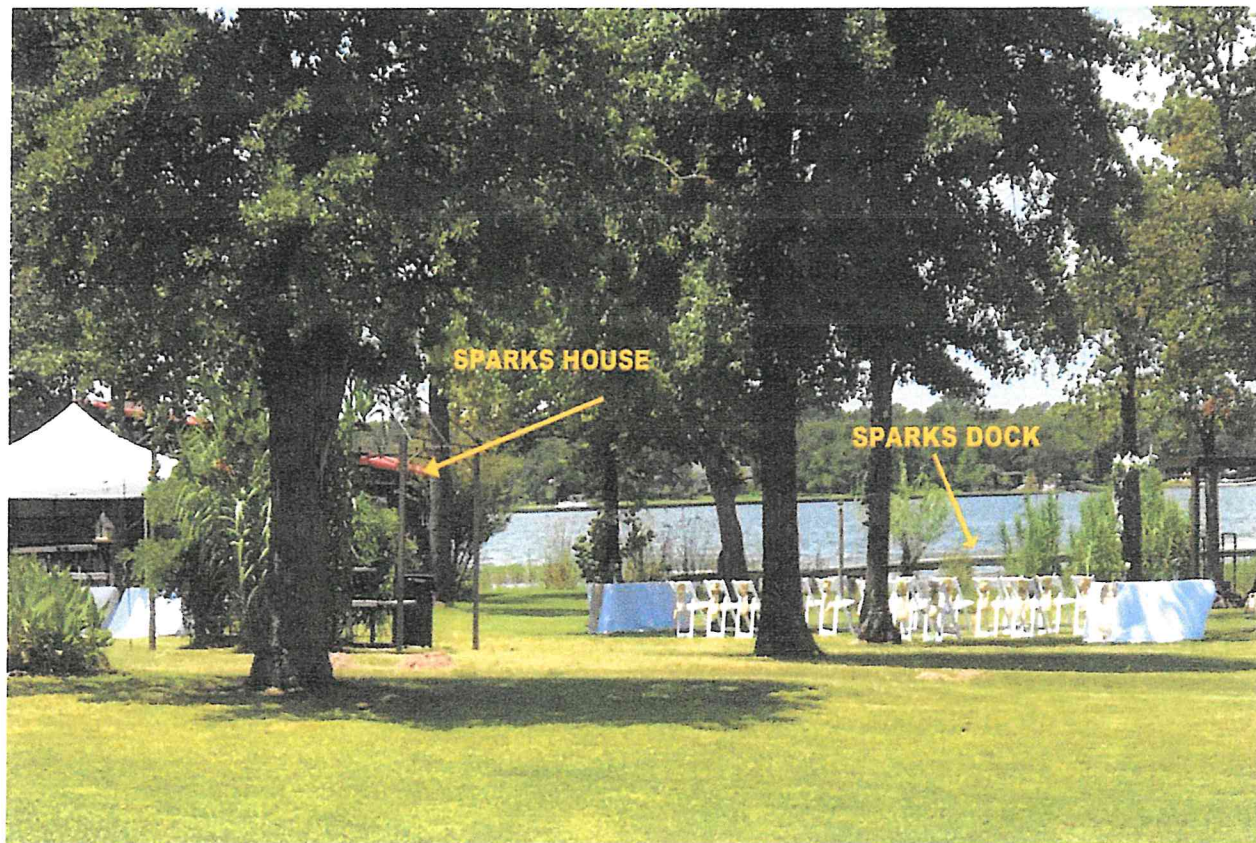
Sec. 22-121 Prohibited uses.

The following uses are expressly prohibited: All uses not specifically listed as permitted in Section 22-120

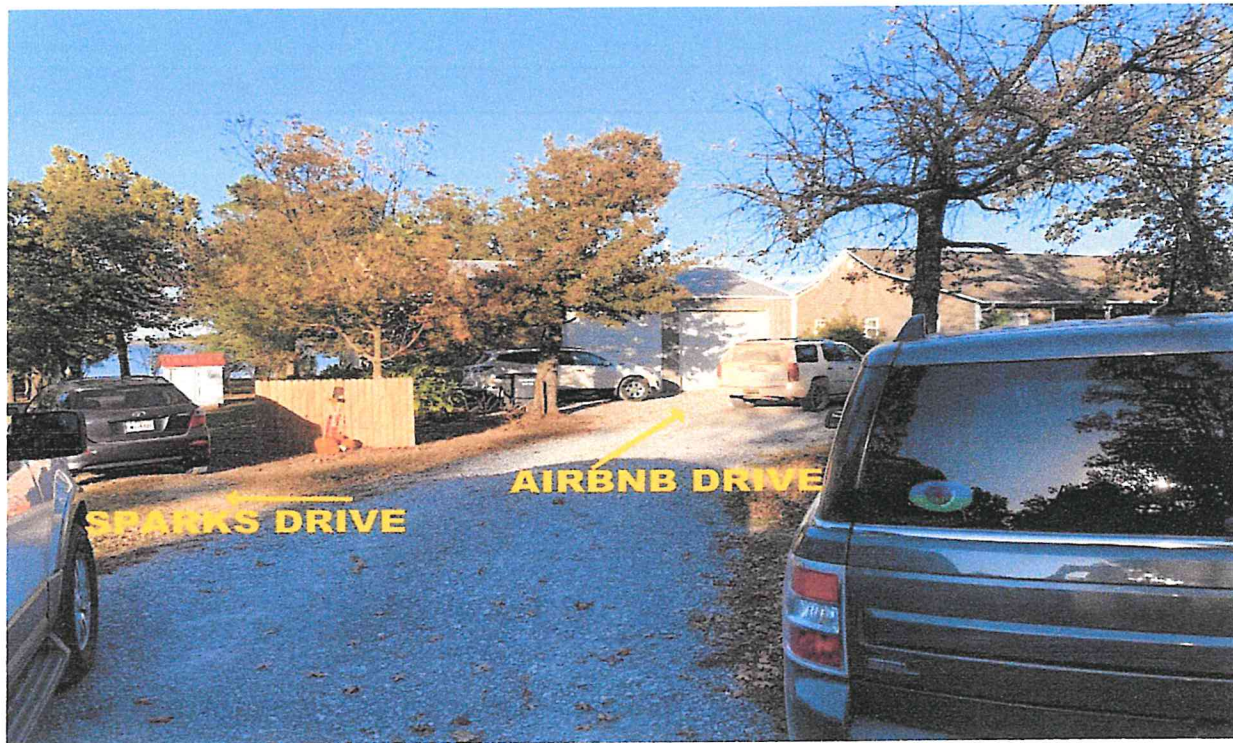
In closing: There is currently no ordinance that specifically allows Airbnb/short term rentals. The overlay zone for The Twin Lakes allows Bed and Breakfast only, which are not the same. For this reason and the other documented reasons, we ask the application for conditional use permit and rezoning be denied.

Thank you for your consideration, Kenny and Reta Sparks

#1



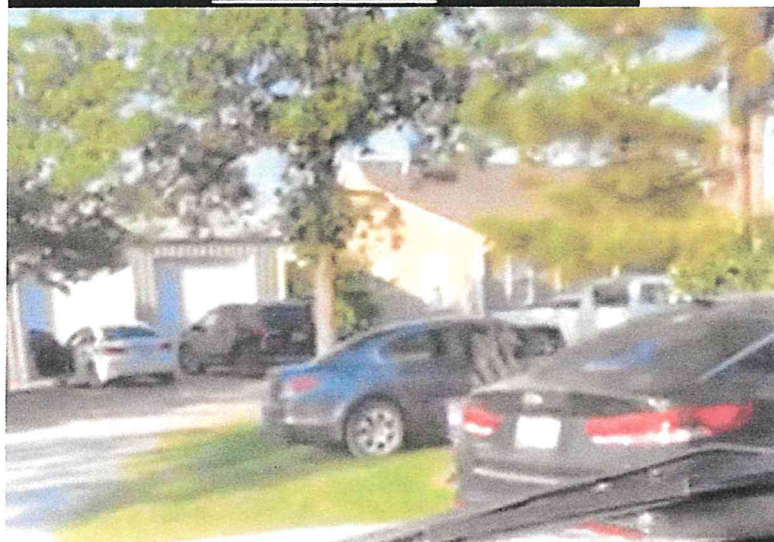
Airbnb applicant stated in personal letter submitted with Rezoning application some rules they established for the home were no large gatherings. Above picture shows preparation for a wedding. There were approximately 20 guests not including bride/groom with an additional approximately 8 wedding staff including caterers, photographer, videographer, etc.

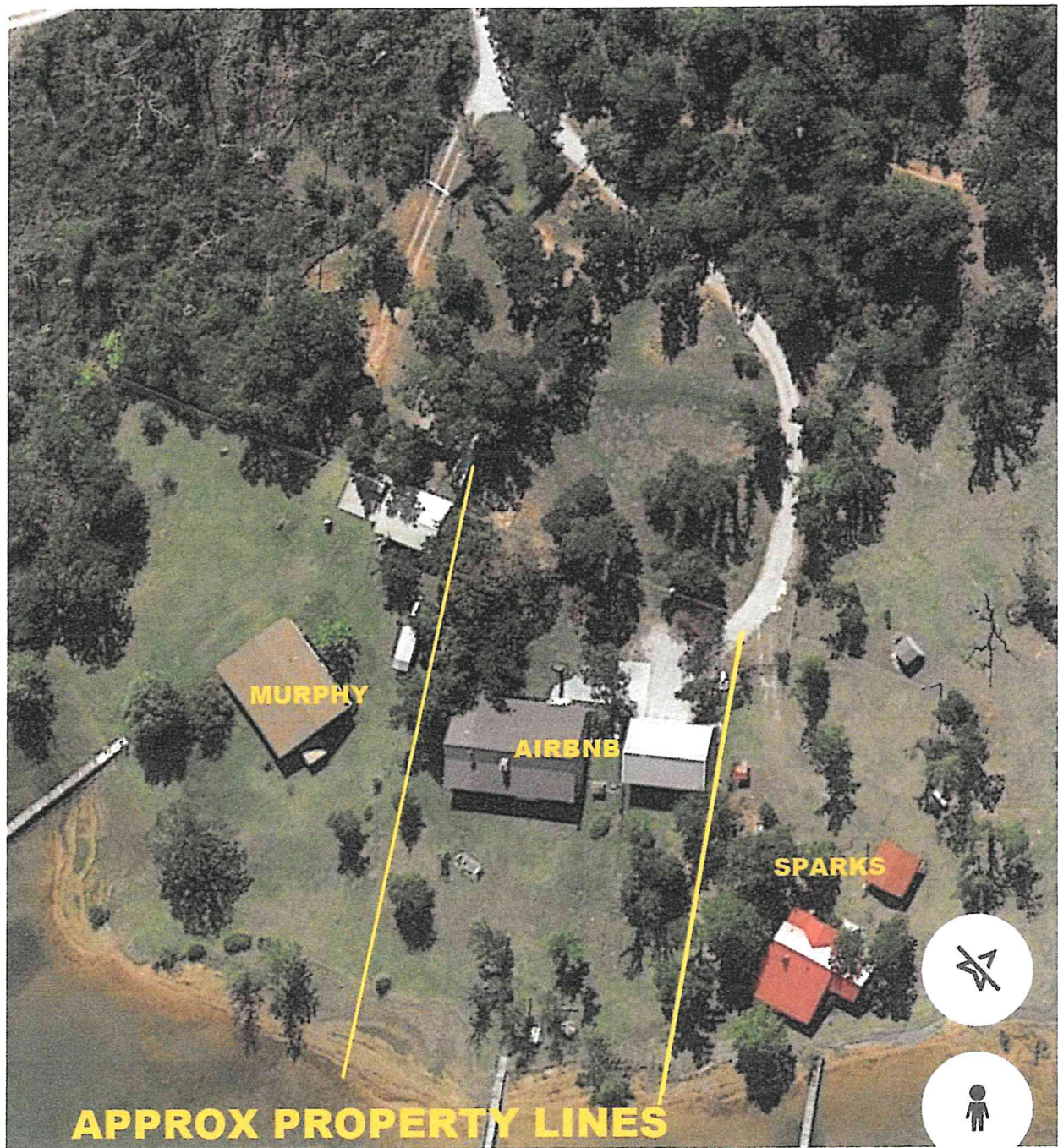


Picture 1 shows shared drive and Sparks drive being blocked by Airbnb guests

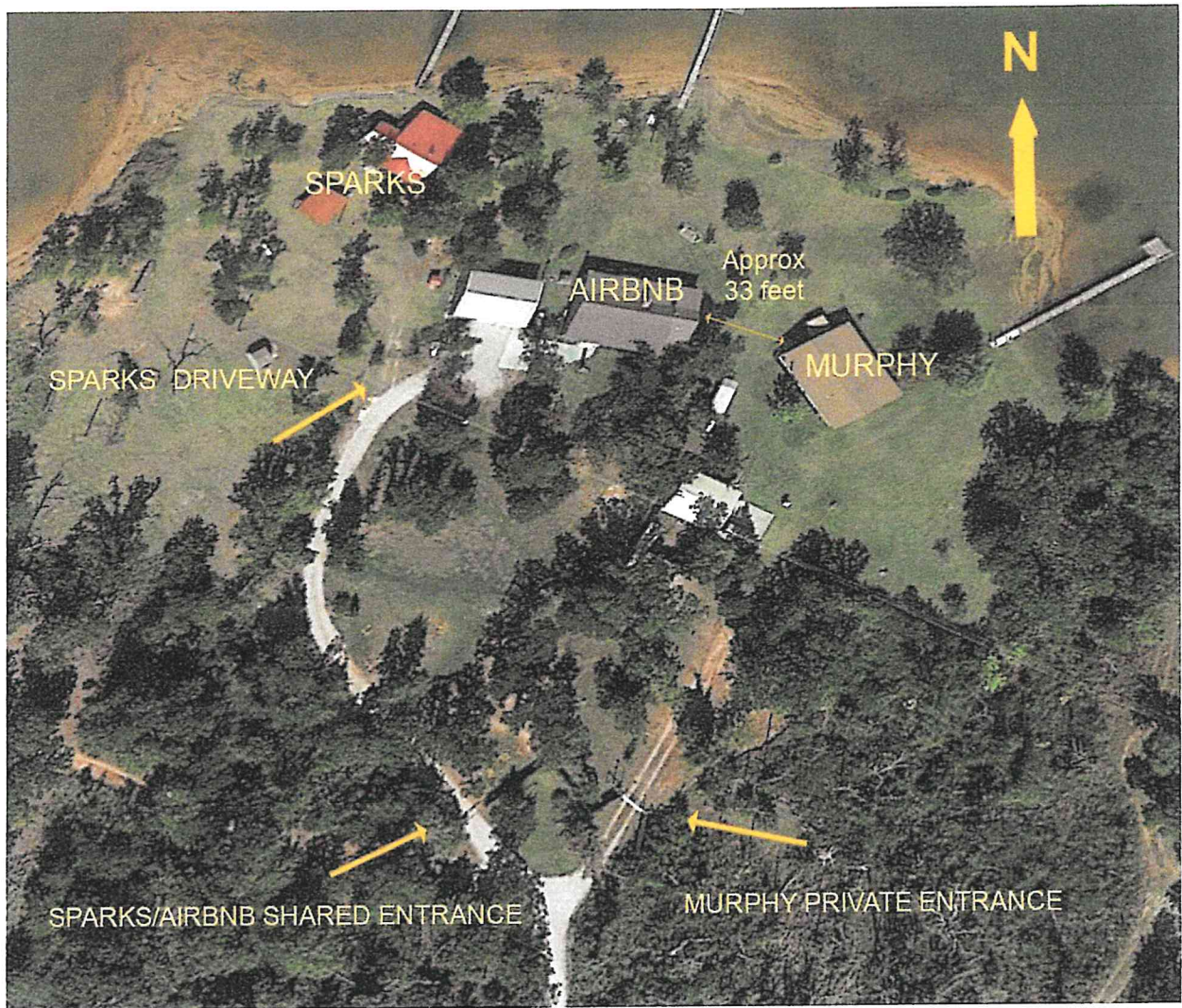


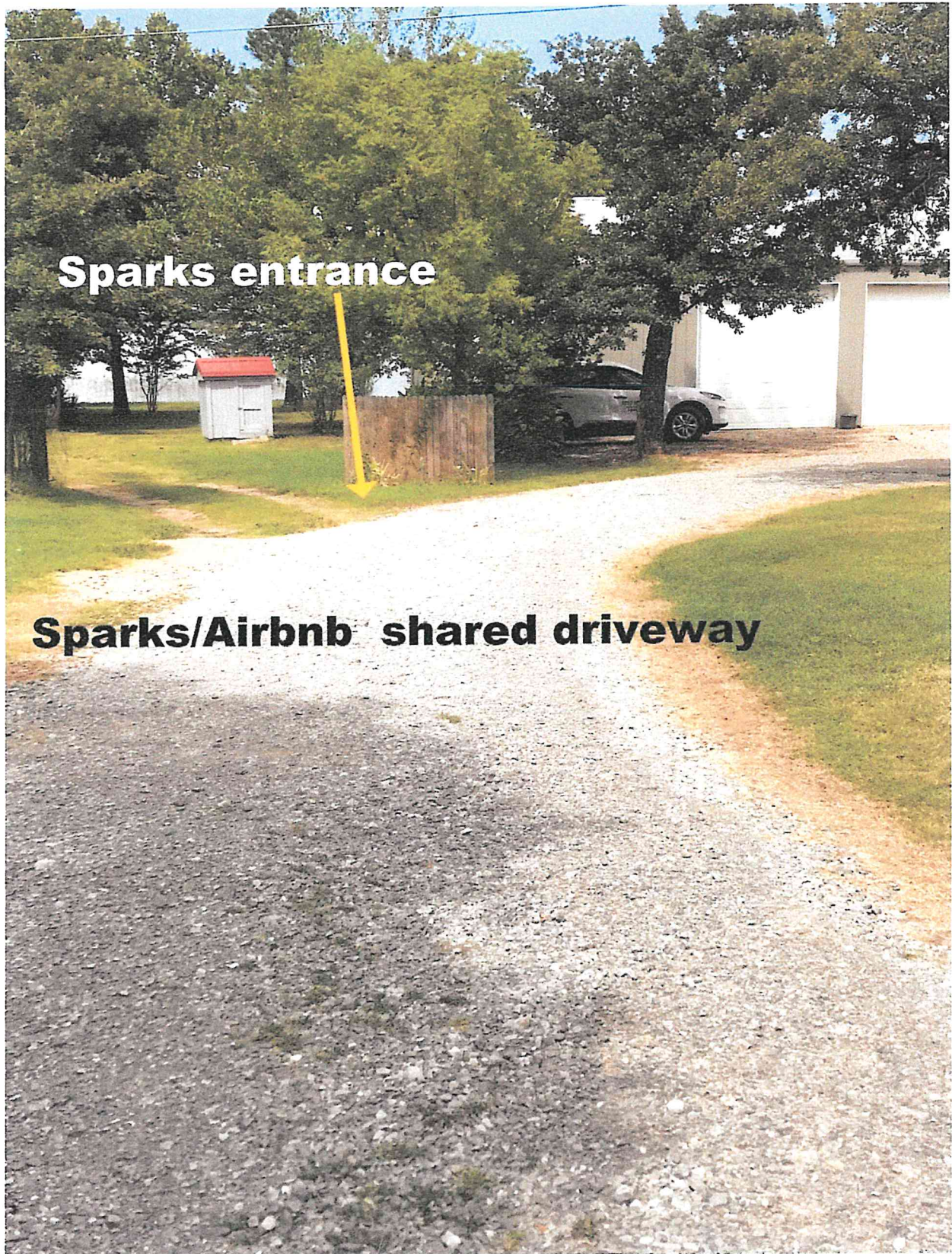
#3





#5







Regular Board of Commissioners**9.**

Meeting Date: 12/20/2021

PUD02-21

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 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development) for the purpose of an Adult Crisis and Urgent Recovery Clinic. Case No. PUD02-21, Applicant: Terry Pollack for STP Solutions, Inc.

Attachments

Staff Report

Additional Documents

Ordinance



Community Development

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

Date: December 13, 2021
To: City Commission
From: Rachel Clyne, City Planner
Subject: Public hearing and consideration of an ordinance to rezone property located at 1420 North Harrison Avenue from R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development) for the purpose of an Adult Crisis and Urgent Recovery Clinic. Case No. PUD02-21, Applicant: Terry Pollack for STP Solutions, Inc.

Background: The application is for a rezoning from R-3 (Multi-family Residential District) to C-3 (Commercial Highway District) with a Planned Unit Development (PUD) zoning overlay for design standards. The subject property is located at 1420 N. Harrison Avenue, which is southwest of the intersection of N. Harrison Ave. and E. Paine Street.

Currently, a church sits on the property. The proposed PUD use would require demolition of the existing structure and the infill construction of a new commercial building. Red Rock Behavioral Health Services will operate the planned Adult Crisis and Urgent Recovery Clinic.

Staff received the PUD Design Statement, which addressed the thirteen (13) elements, a Master Development Plan Map and several exhibits that included a sample rendering of a similar clinic to provide exterior and interior concepts, and detailed renderings of the proposed site-specific landscaping plan.

Staff reviewed the submittals for compliance and completeness and found the documents satisfactory. Planning staff recommended that the Planning Commission recommend to the City Commission Approval of PUD02-21, which seeks to build an Adult Crisis & Urgent Recovery Clinic, to be operated by Red Rock Behavioral Health Services.

Attachment: Application and supporting documents

Recommendation: Planning Commission unanimously recommended Approval of the application PUD02-21 at its regular December 1, 2021 meeting.



Planning Commission Meeting – 12.01.2021 – City of Shawnee, Oklahoma

Staff Report – PUD02-21 – Planned Unit Development – 1420 N. Harrison Ave.

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Date: November 19, 2021

Subject: PUD02-21 – Request for a Planned Unit Development (PUD) at 1420 N. Harrison Ave for an Adult Crisis and Urgent Recovery Clinic operated by the Red Rock Behavioral Health Service

=====

It is requested that the following information be given formal consideration by the Planning Commission at its special meeting of December 1, 2021.

Background

The application is for a rezoning from R-3 (Multi-family Residential District) to C-3 (Commercial Highway District) with a Planned Unit Development (PUD) zoning overlay for design standards. The subject property is located at 1420 N. Harrison Avenue, which is southwest of the intersection of N. Harrison Ave. and E. Paine Street. Currently, a church sits on the property. The proposed PUD use would require demolition of the existing structure and the infill construction of a new commercial building. Red Rock Behavioral Health Service will operate the planned Adult Crisis and Urgent Recovery Clinic.

Discussion

Referencing the City of Shawnee Zoning Code [Article VII. – Zoning] {DIVISION 11. – GENERAL} Provisions of Planned Unit Development (PUD), **Sec. 22-499. - General.**

- (a) *“A planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls. The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.”*

Zoning Code (Code) **Sec. 22-506. - Application for Rezoning and/or PUD Master Plan; Submission Requirements.**

A master development plan map shall be a graphic representation of the development plan for the area, and the PUD design statement shall be a written report submitted as a part of the PUD master plan containing a minimum of the following elements:

- a. Title of PUD;
- b. List of owners and developers;
- c. Statement of the general location and relationship to adjoining land uses; both existing and proposed;
- d. Description of the PUD concept, including an acreage or square foot breakdown of land use areas and densities proposed, a general description of proposed building use types, proposed restrictions and typical site layouts;
- e. The existing PUD zoning districts in the development area and surrounding it;
- f. A list of all special development regulations or the conventional zoning district regulations which will be applicable;
- g. A statement on the existing and proposed streets, including right-of-way standards and street design concept;
- h. The following physical characteristics: elevation, slope analysis, soil characteristics, tree cover and drainage information;
- i. A topographical map with minimum two-foot contour intervals;
- j. Drainage information, including number of acres in the drainage area and delineation of applicable flood levels;
- k. A statement of utility lines and services to be installed, including which lines will be dedicated to the city and which will be private;
- l. The proposed densities, and the use types and sizes of structures; and
- m. A description of the proposed sequence of development.

The Statement and Plan Map, as well as several exhibits that include plans and maps that were submitted by the applicant follow this report. A sample rendering of a similar clinic located in the Oklahoma City area provides a view of the potential exterior and interior concepts. Staff has reviewed the submittals for compliance and completeness.

Recommendation

Staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **PUD02-21**, which seeks to build an Adult Crisis & Urgent Recovery Clinic, which will be operated by Red Rock Behavioral Health Services.

This application will be heard at the regular City Commission meeting on Monday, December 20, 2021 at 6:00 p.m. in the Commission Chambers of City Hall.

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: PUD 02-21
Project Number: 20210993
Date Filed: 11/2/2021
Rachel Clyne
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 R3 District to PUD/C-3 District, as hereinafter requested, and in support of this application, the following facts are shown:

PROPERTY LOCATION (STREET ADDRESS): 1420 N. HARRISON AVE. SHAWNEE OK 74801

LEGAL DESCRIPTION: SEE ATTACHED DEED

PROPERTY OWNER (S): THE EMMANUEL PENTECOSTAL HOLINESS CHURCH OF SHAWNEE INC

PROPERTY AGENT (APPLICANT): TERRY L. POLLOCK STP SOLUTIONS, INC.

APPLICANT'S ADDRESS: 7006 NW 68TH ST. SUITE 102

CITY: BETHANY STATE: OK ZIP: 73008

EMAIL ADDRESS: TERRY @ STP-SOLUTIONS.COM

TELEPHONE NUMBER: (405) 210-3169 CONTACT NUMBER: () SAME

DIMENSIONS OF PROPERTY: AREA: 0.54 WIDTH: 151.15'
LENGTH: 150' FRONTAGE: 151.15'

CURRENT ZONING: R3 CURRENT USE: CHURCH

PROPOSED ZONING: PUD/C-3 PROPOSED USE: MENTAL HEALTH CARE

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. 894

PLANNED UNIT DEVELOPMENT FEE \$ 550.00

NOTIFICATION SIGN \$ 50.00

PLANNING COMMISSION ACTION: _____ DATE: _____

CITY COMMISSION ACTION: _____ DATE: _____

PLACE ON ZONING MAP: _____ ORDINANCE NO.: _____



ENGINEERING ♦ LAND SURVEYING ♦ GEOTECHNICAL SERVICES

Nov. 1, 2021

City of Shawnee Planning Department
Ms. Rachel Clyne, City Planner
222 N. Broadway
Shawnee, OK 74801

RE: PUD SUBMITTAL
1420 N. Harrison Ave.

Dear Ms. Clyne,

Please find enclosed the following:

- Signed Application
- Letter of Authorization from property owner
- Warranty Deed
- Shawnee Zoning Map
- Google map showing site and driveway distances
- One Check for \$550.00
- One Check for \$50.00
- Eight (8) copies of th3 PUD Design Statement and Exhibits
- Eight (8) copies of Google Site Location Map; Architect's Floor Plan and Color Rendering of proposed building.
- Three (3) copies of Certified land Ownership List

I appreciate your professional counsel and assistance for this project.

Respectfully submitted,

Terry L. Pollock

Cc: Kyle Kuykendall, CFO, RRBHS
Doug Howard, Arch.
Nelmon Brauning
Darin Teeman, PE STP Solutions, Inc.

ITEM #4

FILE
COPY

PUD- 0221 DESIGN STATEMENT

This document serves as the Master Design Statement and fulfills the ordinance requirements for the Planned Unit Development (PUD), Division 11, Section 22-499 through Section 22-506, of City of Shawnee Municipal Code, September 7, 2015, and all approved additions and revisions as of November 1, 2021.

I. Special Development Regulations:

The following Special Development Regulations and /or limitations are placed upon this development. Planning and zoning regulations will be those, which are in effect at the time of development of this Planned Unit Development (PUD), provided, however, that the density and or intensity of the PUD shall not be increased. Development is when a permit is issued for any construction or addition to any structure on a development tract. Certain zoning districts are referred to as a part of the Special Development Regulations of this Planned Unit Development (PUD). For purposes of interpretation of these Special Development Regulations, the operative and controlling language and regulations of such zoning districts shall be the language and regulations applicable to the referenced zoning districts as contained in the City of Shawnee's Planning and Zoning Code as such exists at the time of development of this Planned Unit Development (PUD). In the event of conflict between provisions of this PUD and any of the provisions of the City of Shawnee Municipal Code, as amended ("Code"), in effect at the time a permit is applied for with respect to any lot, block, tract and /or parcel of land subject to this PUD, the provisions of the Code shall prevail and be controlling; provided however, that in the event of a conflict between the Special Use and Development Regulations specifically negotiated as a part of this PUD and the provisions of the Code in effect at the time a permit is applied for with respect to any lot, block, tract and/or parcel of land subject to this PUD, such Special Use and Development Regulations of this PUD shall prevail and be controlling.

II. PUD Design Statement

- a. Title: Red Rock Behavioral Health Services -Adult Crisis & Urgent Recovery Clinic
- b. Owner: Red Rock Behavioral Health Services
- c. Location: 1420 N. Harrison Ave., Shawnee, OK 74801
 - Adjoining Land Uses:
 - North: C-3 Fast Food Restaurant
 - East: Fairview Cemetery
 - South: C-2 Insurance Office
 - West: C-3 CTSA Headstart – Maintenance Facility Parking
- d. PUD Concept: The existing Zoning of R-3 shall be replaced by this PUD and C-3 Zoning shall be the underlying basis for this PUD.

This project will improve the City of Shawnee by providing "in fill" of a parcel that is not occupied at this time. The purpose of this project is to provide mental health

services to the citizens of City of Shawnee and surrounding areas. The need for this facility has been requested by the Oklahoma State Board of Mental Health and the Oklahoma State Legislature. This facility will be limited to two (2) types of health care, 1.) Adult Crises and 2.) Urgent Recovery Clinic.

The property is 0.52 acres or 22,672 square feet.

The Base Zoning for this PUD is C-3. The PUD densities are as follows:

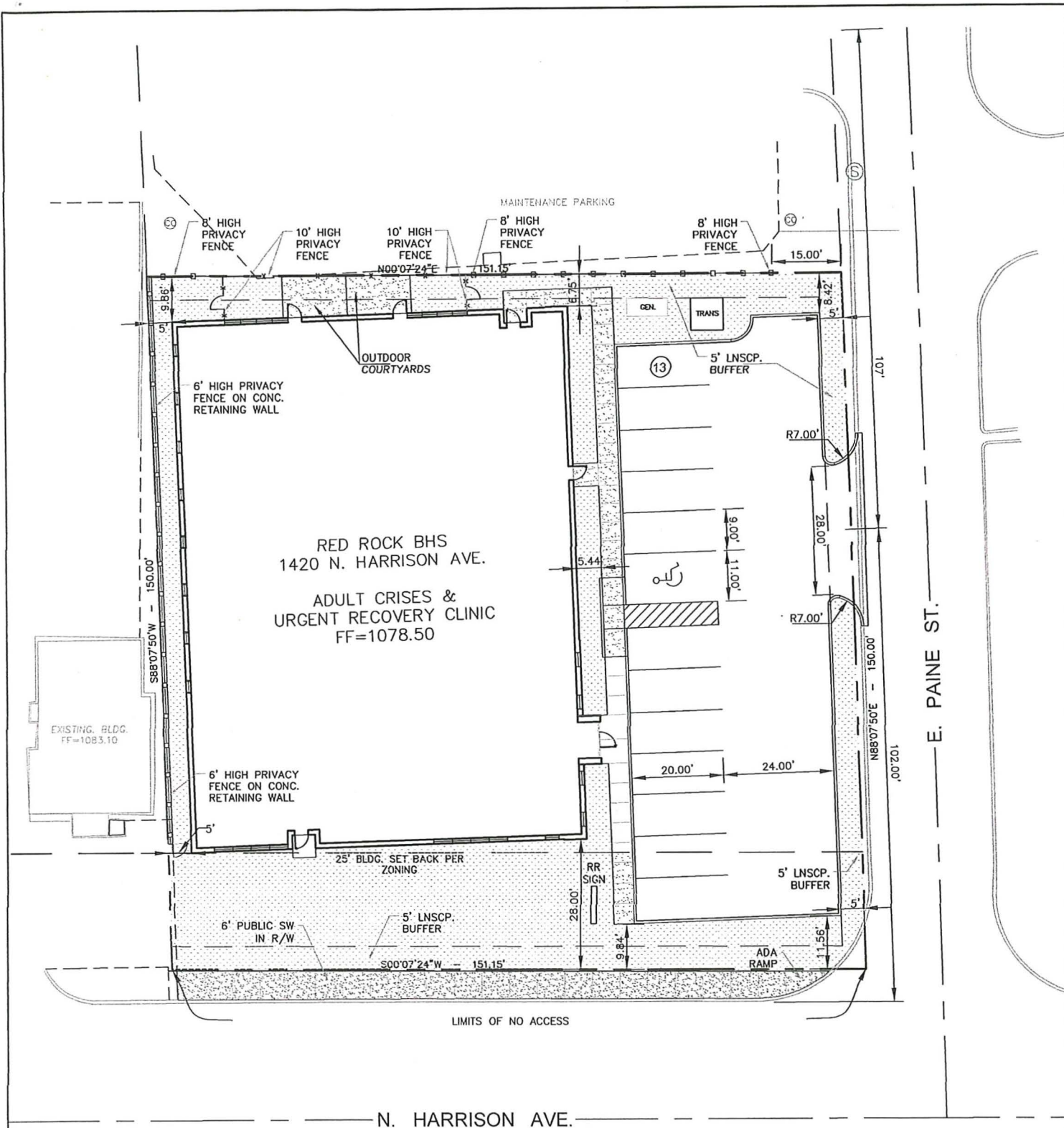
TYPE	PROP. Sq. Ft.	PROP. DENSITY	C-3 CODE
Building	9,930 max	43.8%	30%
Landscaping	5786	25%	10%

Proposed Building Use: Mental Health Care and all approved buildings
Allowed in Zone C-3
See Exhibit A for Master Site Plan

- e. There are no existing PUD districts adjacent to this PUD.
- f. Special Development Regulations:
 - f.1 LAND USE DENSITY
 - Proposed Building footprint coverage = 43.8%
 - Proposed Landscape coverage = 26%
 - f.2 OFF-STREET PARKING
 - One (1) Handi-cap space & 12 Standard spaces Total Proposed = 13 spaces
 - f.3 LANDSCAPE – See Exhibit B
 - f.4 NO PUBLIC SIDEWALK will be required on E. Paine St.
 - f.5 FENCING
 - The West property line of this PUD shall be allowed to construct solid privacy fences of 8' and 10' in height. See Exhibit A.
 - f.6 NO COMMERCIAL TRASH RECEPTACLES shall be required.
 - Trash shall be disposed of by residential rolling carts.
- g. There are no additional streets planned within this PUD.
- h. Physical Characteristics: The existing property for this PUD has an existing Church Building. All existing buildings, pavement and amenities will be removed for this project. The proposed development will drain to the NW. See Exhibit C for a Grading plan.
- i. See Exhibit D for a Topographic Map of the existing property.
- j. See Exhibit E for existing Drainage flow directions.
- k. See Exhibit F for Utility information.
- l. See paragraph II d.
- m. Proposed Sequence of Development: The Proposed Development will be constructed as one project.
- n. This PUD is a part of Block 4, Yates Addition to City of Shawnee. See Exhibit G for Warranty Deed. See Exhibit H for City of Shawnee Code sections 22-508(1) and (2).

III. Supporting Documents

Exhibit A	Master Site Development Plan
Exhibit B	Landscape Plan
Exhibit C	Grading Plan
Exhibit D	Existing Topographic Survey
Exhibit E	Existing Drainage Map (USGS Map)
Exhibit F	Utility Plan
Exhibit G	Warranty Deed
Exhibit H	Shawnee Codes- Sec. 22-508 (1) and (2)



ENGINEERING
LAND SURVEYING
GEOTECHNICAL SERVICES

CORPORATE OFFICE
218 EASTSIDE BLVD.
MUSKOGEE, OK 74403
MAIN OFFICE: 918.344.7296
OK CA 8422 EXPIRES 6/21/22

OKLAHOMA WEST OFFICE
7006 HWY. 63rd ST., SUITE 102
BETHANY, OK 73008
CELL: 405.210.3169
terry@stp-solutions.com

RED ROCK BEHAVIORAL HEALTH SERVICES
1420 N. HARRISON AVE.
SHAWNEE, OK 74801

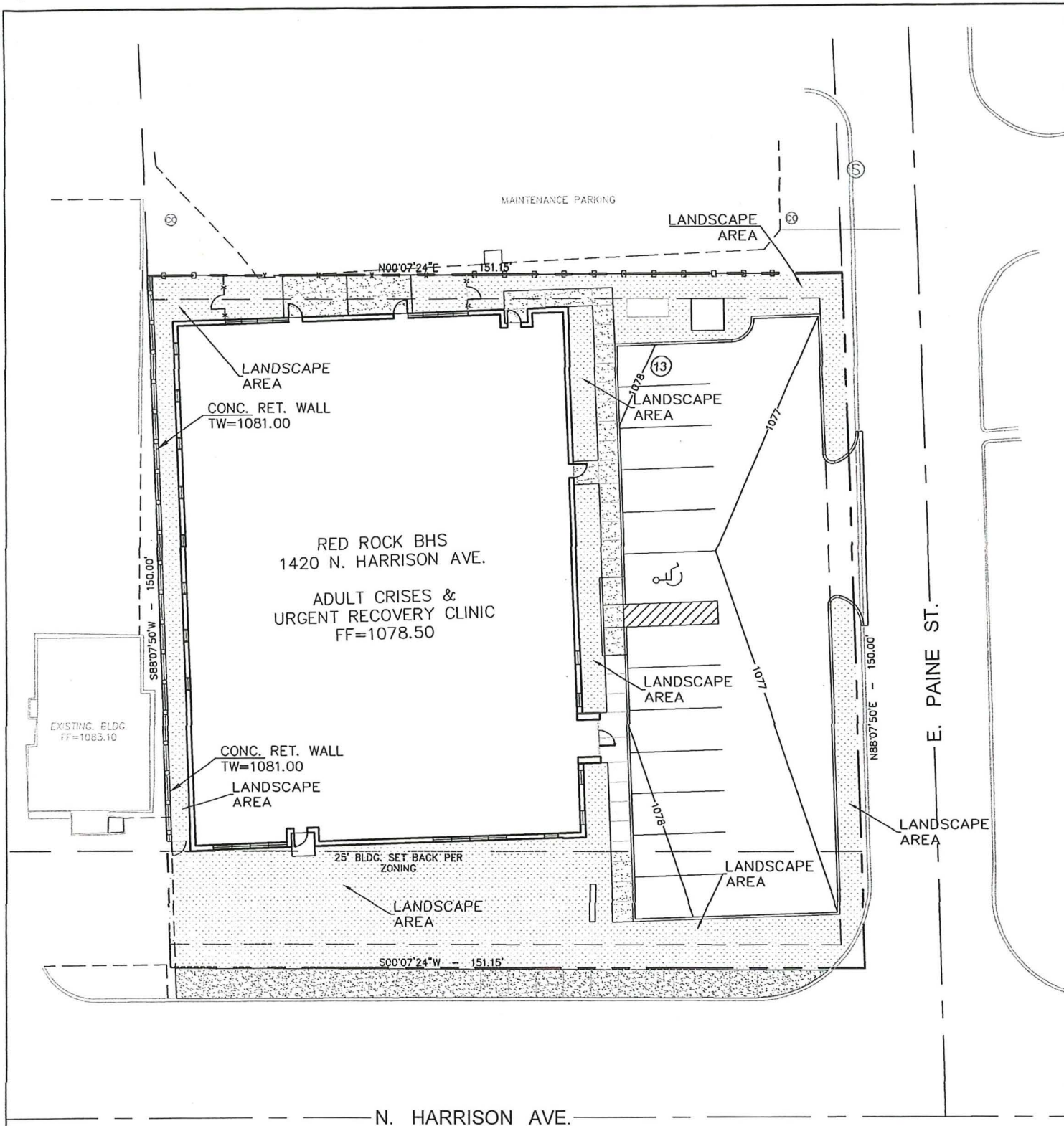
ADULT CRISES &
URGENT RECOVERY CLINIC

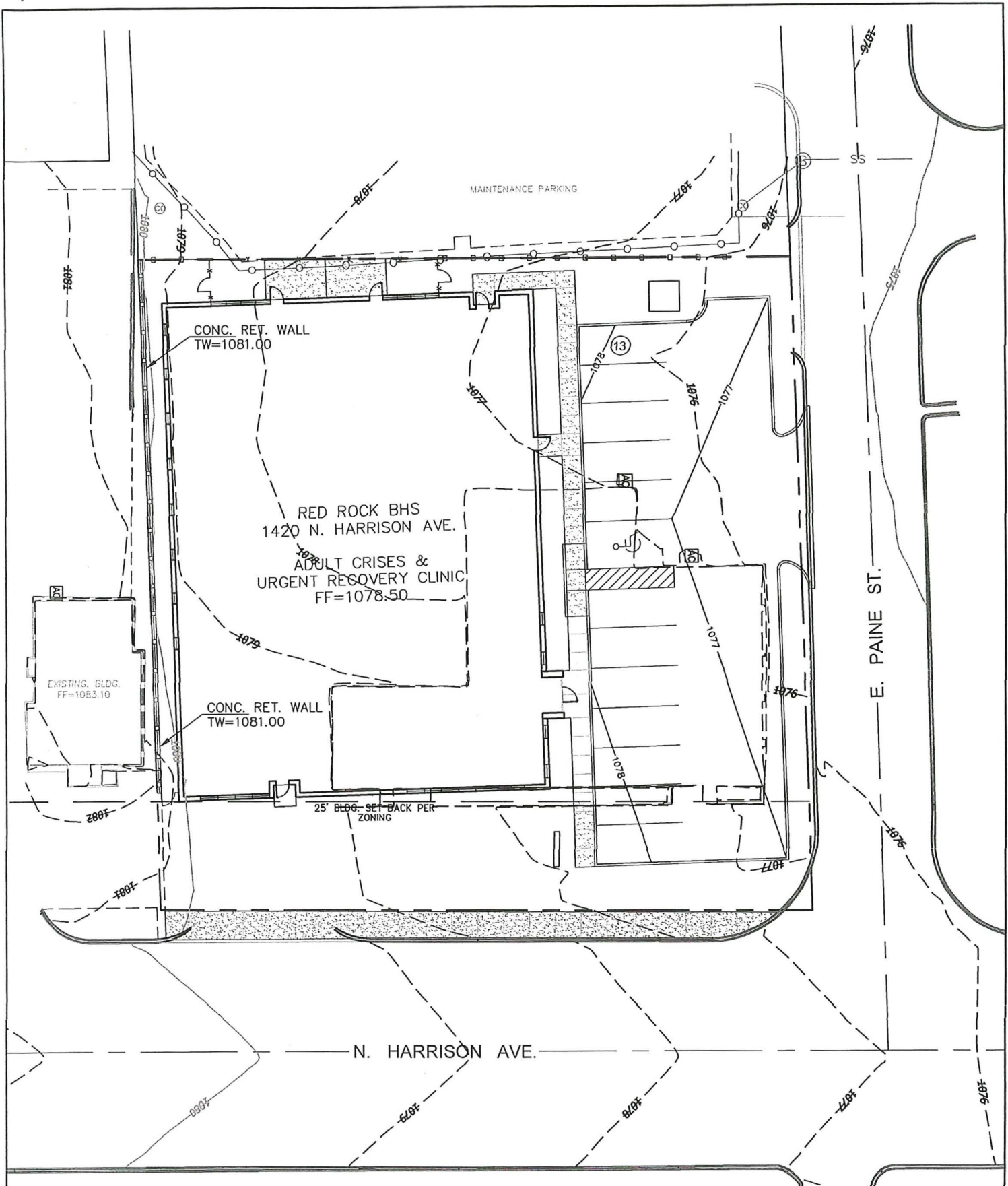


MASTER DEVELOPMENT PLAN

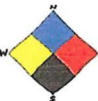
Drawn By: TLP
Checked By: DT
Project No.: E21-118.1

Scale: 1"=30'
Date: 11/01/2021
EXHIBIT A





S.T.P.
SOLUTIONS, INC.



ENGINEERING
LAND SURVEYING
GEOTECHNICAL SERVICES

CORPORATE OFFICE
218 EASTSIDE BLVD.
MUSKOGEE, OK 74403
MAIN OFFICE: 918.344.7295
OK CA 8422 EXPIRES 6/21/22

OKLAHOMA WEST OFFICE
7005 HWY. 310 STE. 301E 102
BETHANY, OK 73008
CELL: 405.210.3169
terry@stp-solutions.com

RED ROCK BEHAVIORAL HEALTH SERVICES
1420 N. HARRISON AVE.
SHAWNEE, OK 74801

ADULT CRISES &
URGENT RECOVERY CLINIC



GRADING PLAN

Drawn By: TLP

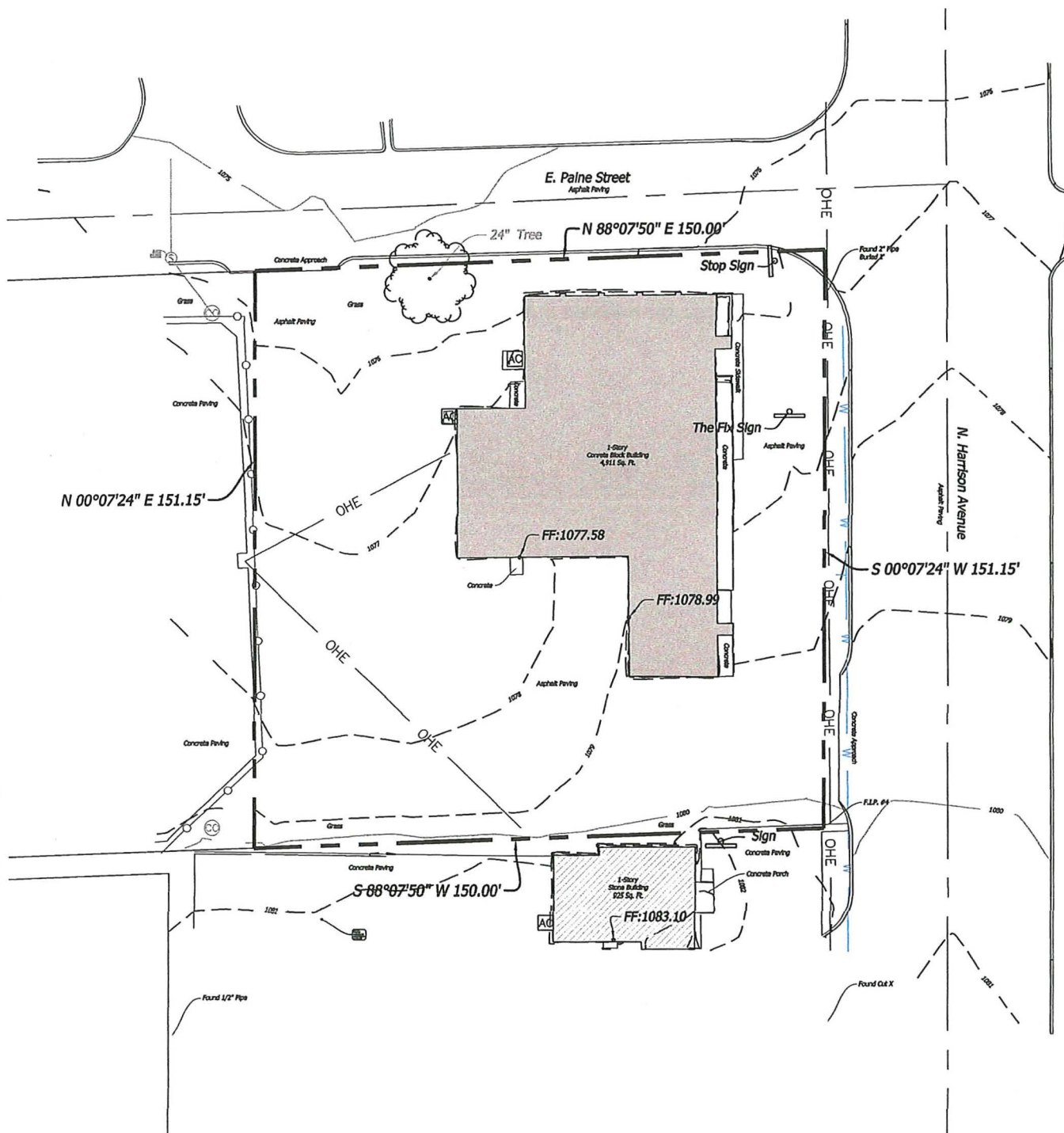
Scale: 1"=30'

Checked By: DT

Date: 11/01/2021

Project No.: E21-118.1

EXHIBIT C



EXISTING SITE
TOPOGRAPHIC SURVEY
SCALE: 1"=40'

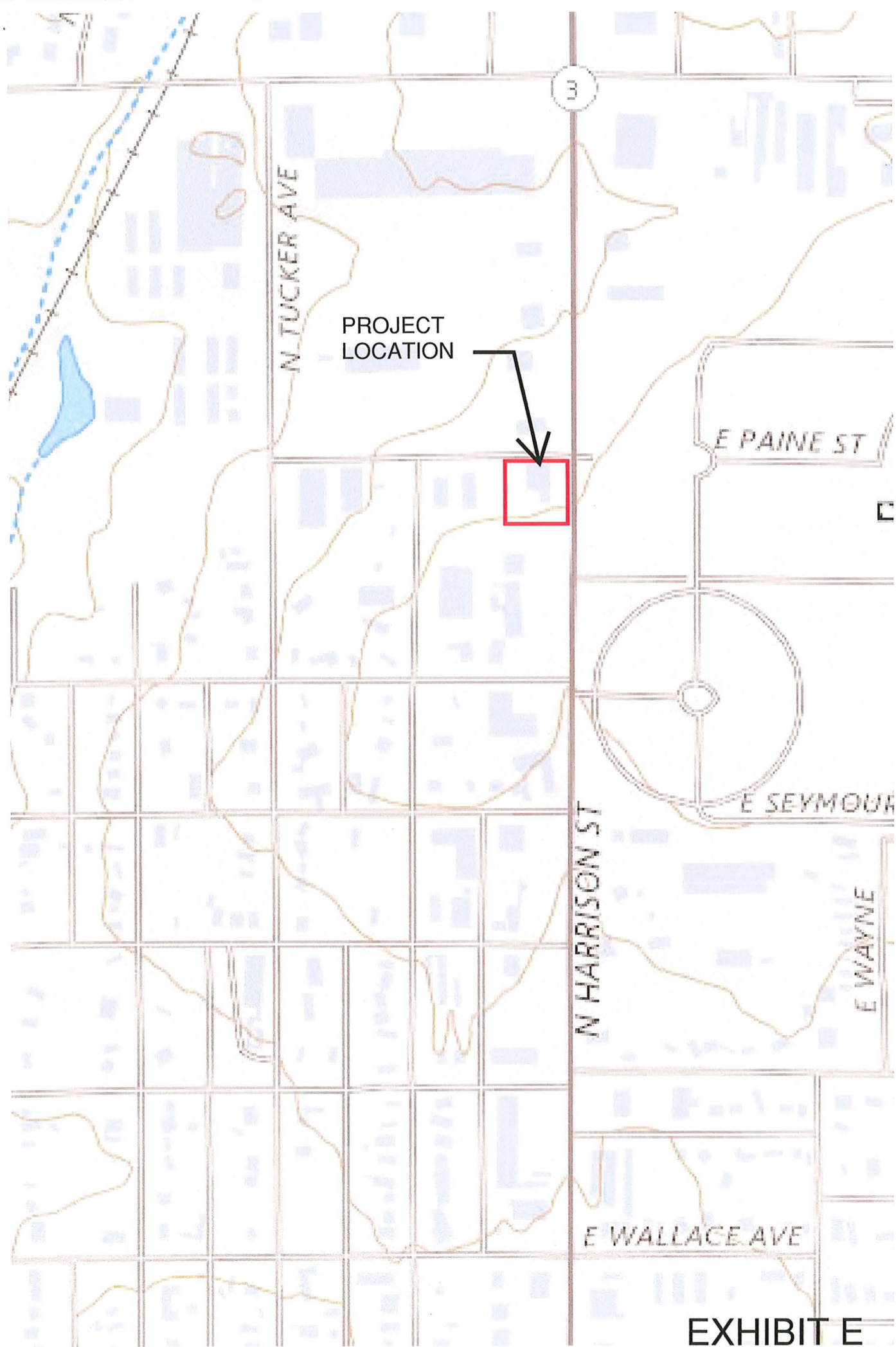
GLEGAL DESCRIPTION

Beginning 151.15 feet North of the SE Corner of Block 4 Yates Addition to City of Shawnee, thence West 150 feet; thence North 151.15; thence East to the West side of Harrison Avenue; thence South along the East line of said lot to place of beginning.

Prepared By
GOLDEN
LAND SURVEYING

7304 NW 164th St., Suite #5, Edmond, Oklahoma 73013
C.A.# 7263 / Exp. Date = 6/30/2022
Telephone: (405) 802-7883 Email: troy@goldenls.com

EXHIBIT D





002329
WARRANTY DEED
 Statutory Form—Individual

Know All Men by These Presents:

That H.L. Hunt, Michael McLaughlin and Jack Kizla
Kizla, as Trustees, their successors and assigns,
for the Emmanuel Pentecostal Holiness Church,
 of Pottawatomie County,
 State of Oklahoma, part V of the first part, for and in consideration of the
 sum of Ten and no/100 Dollars
 in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and
 Convey unto The Emmanuel Pentecostal Holiness Church of Shawnee, Inc., a corporation,
 of Pottawatomie County, State of Oklahoma, party
 of the second part, the following described real property and premises situate in Pottawatomie
 County, State of Oklahoma, to-wit:

Beginning 151.15 feet North of the SE corner of Block 4
 Yates Addition to City of Shawnee; thence West 150 feet;
 thence North 151.15 feet; thence East to the West side of
 Harrison Avenue; thence South along the East line of said
 lot to place of beginning.

State of Oklahoma, Pottawatomie County, SS:
 Filed for record FEB 9 1987 at 11:10 O'clock A.M.
 Kathy Vorley, County Clerk, By A. H. H. Deputy

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant
 the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second
 part, its heirs and assigns forever, free, clear and discharged of and from all former
 grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatever nature.

Signed and delivered this 9th day of February, 1987.

TRUSTEES, FOR THE Emmanuel Pentecostal Holiness Church:

H.L. Hunt
 H.L. HUNT
Michael McLaughlin
 MICHAEL MCLAUGHLIN
Jack Kizla
 JACK KIZLA

STATE OF OKLAHOMA
 COUNTY OF POTTAWATOMIE SS:

INDIVIDUAL ACKNOWLEDGMENT
 Oklahoma Form

I, the undersigned, a Notary Public in and for said County and State on this 9th day of
February, 1987, personally appeared H.L. Hunt
Michael McLaughlin and Jack Kizla
 who executed the within and foregoing instrument and acknowledged to me
 that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
 Given under my hand and seal the day and year last above written.
3/15/87 Norman B. Simpson Notary Public
 My commission expires 3/15/87

St. Emmanuel Pentecostal Holiness Church 420 W. Harrison Shawnee

EXHIBIT G

Sec. 22-508. Final plat.

Where a subdivision plat has been required, the developer shall prepare a final plat for review, approval, and filing of record according to procedures established by the subdivision and development standards. In addition to these procedures, the final plat shall include:

- (1) Provisions for the ownership and maintenance of common space. Said open space may be dedicated to a private association or to the public, provided that dedication to the public shall not be accepted without the approval of the city commission;
- (2) A homeowner or property owner association shall be created if other satisfactory arrangements have not been made for improving, operating, and maintaining common facilities, including private street drives, service and parking areas and recreation areas; and

(Code 2002, § 22-190.10; Ord. No. 2545NS, § 1(Exh. 1), 6-2-2014)

LETTER OF AUTHORIZATION

I/We, the undersigned property owner(s), do hereby name and authorize
TERRY L. POLLOCK dba STP SOLUTIONS INC to act as agent of the owner
in My/our behalf in the matter of the application filed for rezoning before
the City of Shawnee, Oklahoma

Property Address: 1420 N HARRISON AVE
SHAWNEE, OK 74801

✓ Executed this 10 of 4, 2021

Robert Ware Pastor
FOR: THE EMMANUEL
PENTECOSTAL
Print Owners name
HOLINESS CHURCH OF
SHAWNEE INC.

Print owners name

✓ Robert Ware
10/4/2021 5:21:45 PM CDT
owners signature

owners signature

Terry L. Pollock

President

S.T.P.
SOLUTIONS, INC.



002329
WARRANTY DEED

Statutory Form—Individual

Knows All Men by These Presents:

That H.L. Hunt, Michael McLaughlin and Jack Kizzia, as Trustees, their successors and assigns, for the Emanuel Pentecostal Holiness Church,

of Pottawatomie County,

State of Oklahoma, part V of the first part, in consideration of the sum of Ten and no/100

in hand paid, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto The Emanuel Pentecostal Holiness Church of Shawnee, Inc., a corporation, of Pottawatomie County, State of Oklahoma, party of the second part, the following described real property and premises situate in Pottawatomie County, State of Oklahoma, to-wit:

Beginning 151.15 feet North of the SE corner of Block 4 Yates Addition to City of Shawnee, thence West 150 feet; thence North 151.15 feet; thence East to the West side of Harrison Avenue; thence South along the East line of said lot to place of beginning.

State of Oklahoma, Pottawatomie County, SS:
 Filed for record FEB 9 1987 at 11:12 O'clock A.M.
 Kathy Varley, County Clerk, By: A. Nail Deputy

together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said party of the second part, its heirs and assigns forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and incumbrances of whatsoever nature.

Signed and delivered this 9th day of February, 1987

TRUSTEES, FOR THE Emanuel Pentecostal Holiness Church:

H.L. Hunt
 H.L. HUNT
Michael McLaughlin
 MICHAEL McLAUGHLIN
Jack Kizzia
 JACK KIZZIA

STATE OF OKLAHOMA } SS:
 COUNTY OF POTTAWATOMIE

INDIVIDUAL ACKNOWLEDGMENT
 Oklahoma Form

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of February, 1987, personally appeared H.L. Hunt
Michael McLaughlin and Jack Kizzia

who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 3/15/89 Therman B. Simpson Notary Public

St. Emanuel Pentecostal Holiness Church 420 W. Harrison Shawnee

This Space Reserved for Filing Stamp
 1442 0002
 VOL. PG.



Details

Basemap

Share

Print

Measure

1420 N Har



LAYER R3
 ZONING
 ZONING_REQ
 CASE
 P_C_APPVL
 C_C_APPVL
 LOCATION
 NOTES
 ORDINANCE

[Zoom to](#)

Untitled Map

Write a description for your map.

Legend

- ? ?
- ? ?CTSA Head Start
- ? ?Downtown Pentecostal Holiness
- ? ?Hibdon Tires Plus
- ? ?UPS Customer Center
- E Paine St

E Paine St

E Paine St

E Paine St

Downtown Pentecostal Holiness

CTSA Head Start

SUBJECT PROPERTY

18

Hibdon Tires Plus

N McKinley Ave

E Grant St

N

Google Earth

CERTIFICATE OF BONDED ABTRACTOR
(300 FEET RADIUS REPORT)

STATE OF OKLAHOMA)
) §:
COUNTY OF POTTAWATOMIE)

The undersigned bonded abstractor in and for Pottawatomie County, State of Oklahoma, does hereby certify that the following Ownership is true and correct according to the current year's tax rolls in the office of the County Treasurer of Pottawatomie County, Oklahoma, as updated by the records of the County Clerk of Pottawatomie County, Oklahoma; that the owners, as reflected by said records, are based on the last conveyance or final decree of record of certain properties located within 300 feet in all directions of the following described land:

Beginning 151.15 feet North of the SE corner of Block 4 Yates Addition, to the City of Shawnee; Thence west 150 feet; Thence north 151.15 feet; Thence east to the west side of Harrison Avenue; Thence south along the east line of said lot to place of beginning.

and find the following owners, addresses and brief legal descriptions on the attached pages numbered from (1) to (2), both inclusive.

NOTICE TO CUSTOMERS: This report is released with the understanding that the information is strictly confidential. This report contains information from public land records only and is not to be construed as an abstract of title, opinion of title, title commitment, title insurance policy, or environmental research report. As used herein, the term "public land records" means those land records which under the recording laws of the applicable state, impart constructive notice to the third parties with respect to recorded, unreleased or record instruments memorializing legal interests in real estate. The company suggests that you contact your attorney for matters of a legal nature or legal opinion. We have exercised due care and diligence in preparing this report, however, the Abstractor does not guarantee validity of the title and acceptance of this report by the Company or person(s) for whom this report is made, constitutes agreement and confirmation of the limitation of this report.

Dated: SEPTEMBER 21, 2021 at 7:30 AM

First American Title Insurance Company

By: 

Julie Jordan
Abstractor License No. 4071
OAB Certificate of Authority # 017
File No. 2677994-OK99

OWNERSHIP LIST

ORDER NO 2677994-SH99

DATE PREPARED: September 30, 2021

EFFECTIVE DATE: September 21, 2021 at 7:30 am

OWNER	LOT	BLK	ADDITION
CHURCH 1420 N HARRISON SHAWNEE, OK 74801-0000	1 E150' OF N1/2 BLK 4 FAMILY WORSHIP CENTER	4	YATES
CHRIS CARRELL INSURANCE LLC 1400 N HARRISON SHAWNEE, OK 74801-0000	7 BEG 100'N SE/C BLK 4 W172.5' N51.5' E172.5' S51.5' POB	4	YATES
MORGAN TIRE & AUTO INC 535 MARIOTT DR NASHVILLE, TN 37214-0000	6 BEG SE/C BLK 4 W172.5' N100' E172.5' S100' POB	4	YATES
CENTRAL TRIBES OF THE SHAWNEE 1535 N MCKINLEY SHAWNEE, OK 74801-0000	3 BEG 172.5'W & 50'N SE/C BLK 4 W171.5' N95.30' E171.5' S95.30' POB	4	YATES
CENTRAL TRIBES OF THE SHAWNEE 1535 N MCKINLEY SHAWNEE, OK 74804-0000	5 BEG 151.15'N 150'W SE/C BLK 4 W194' N151.15' E194' S151.15' POB	4	YATES
ALKO CORPORATION AN OKLA CORP PO BOX 28606 ATLANTA, GA 30358-0606	1	1	ALKO
STORE MASTER FUNDING VI LLC 27 E SHERIDAN AVE SUITE 200 OKC, OK 73104-0000	1	1	HARRISON RIDGE ADDITION
DREW HOLDINGS LLC 1410 N HARRISON SHAWNEE, OK 74801-0000	1 LESS N16.4' OF E200' &; W170' BLK 3 LESS BEG SE/C W200' N153.60' E200' S153.60' POB LESS .13	3	YATES
KFC US PROP INC P O BOX 35370 LOUISVILLE, KY 40232-5370	1 BEG SE/C BLK 3 YATES ADDN W ALG S LINE OF BLK 3 200' N153.60' E200' S153.60' POB	3	YATES

NOTICE OF A PUBLIC HEARING
City Of Shawnee, Oklahoma
Case #PUD02-21

In accordance with 11 O.S. 43-106 and City of Shawnee Zoning Code Sec. 22-645, requests for rezoning, conditional use permits (CUP), **planned unit developments (PUD)**, and variances require notification of a PUBLIC HEARING.

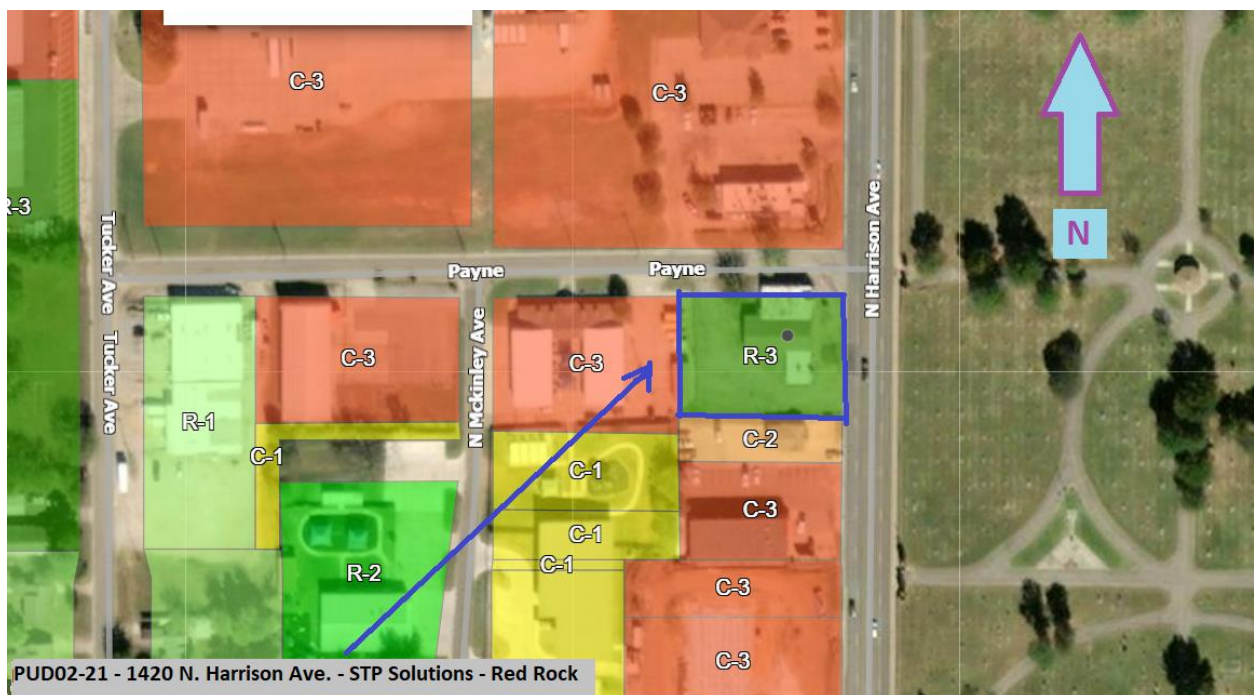
Case number **PUD-21** is for a Planned Unit Development (PUD).
The property is located at 1420 N Harrison Avenue.
Current zoning is R-3 (Multifamily Residential District).
Proposed zoning is C-3 (Highway Commercial District) with PUD overlay.
Applicant is Terry Pollack of STP Solutions, Inc.

The public hearings for **PUD02-21** will be held in the City Commission Chambers in City Hall, 16 W. 9th St. Shawnee, Oklahoma, as follows:

December 6, 2021	at 1:30 p.m.	City of Shawnee Planning Commission meeting
December 20, 2021	at 6:00 p.m.	City of Shawnee City Commission meeting

Attendance at the public hearing is not mandatory but all interested parties are encouraged to attend. Questions about the application may be directed to the City of Shawnee Planning Department at 405-878-1616. A copy of the application is available for public inspection during normal working hours in the Planning Office/Annex Building located at 222 N. Broadway.

Presented for post and publication on November 9, 2021, by Rachel Clyne, City Planner.



CHRIS CARRELL INSURANCE LLC

1400 N HARRISON

SHAWNEE, OK 74801-0000

CENTRAL TRIBES OF THE SHAWNEE

1535 N MCKINLEY

SHAWNEE, OK 74801-0000

STORE MASTER FUNDING VI LLC

27 E SHERIDAN AVE, SUITE 200

OKC, OK 73104-0000

MORGAN TIRE & AUTO INC

535 MARRIOTT DR

NASHVILLE, TN 37214-0000

ALKO CORPORATION AN OKLA CORP

PO BOX 28606

ATLANTA, GA 30358-0606

DREW HOLDINGS LLC

1410 N HARRISON

SHAWNEE, OK 74801-0000

KFC US PROP INC

PO BOX 35370

LOUISVILLE, KY 40232-5370

PUD 02-21
Mailing List
11.8.2021
-RC

FOR PAPER: KY 40232-5370

PO BOX 35370

KFC US PROP INC

LOUISVILLE, TN 37214-0000

MARRIOTT DR

MORGAN TIRE & AUTO INC

NASHVILLE, TN 37214-0000

535 MARRIOTT DR

CHRIS CARRELL INSURANCE LLC

CENTRAL TRIBES OF THE SHAWNEE

1535 N MCKINLEY

SHAWNEE, OK 74801-0000

PO BOX 28606

ALKO CORPORATION AN OKLA CORP

ATLANTA, GA 30358-0606

DREW HOLDINGS LLC

1410 N HARRISON

SHAWNEE, OK 74801-0000

STORE MASTER FUNDING VI LLC

27 E SHERIDAN AVE, SUITE 200

OKC, OK 73104-0000

PO BOX 35370

KFC US PROP INC

LOUISVILLE, KY 40232-5370

535 MARRIOTT DR

MORGAN TIRE & AUTO INC

NASHVILLE, TN 37214-0000



HOWARD+ASSOCIATES
ARCHITECTS



Red Rock
Behavioral Health Services

RRBHS Shawnee Adult Crisis/Urgent Recovery Clinic, 1420 N. Harrison Ave.





HOWARD+ASSOCIATES
ARCHITECTS



Red Rock
Behavioral Health Services

RRBHS Shawnee Adult Crisis/Urgent Recovery Clinic, 1420 N. Harrison Ave.





HOWARD+ASSOCIATES
ARCHITECTS



Red Rock
Behavioral Health Services

RRBHS Shawnee Adult Crisis/Urgent Recovery Clinic, 1420 N. Harrison Ave.





HOWARD+ASSOCIATES
ARCHITECTS



Red Rock
Behavioral Health Services

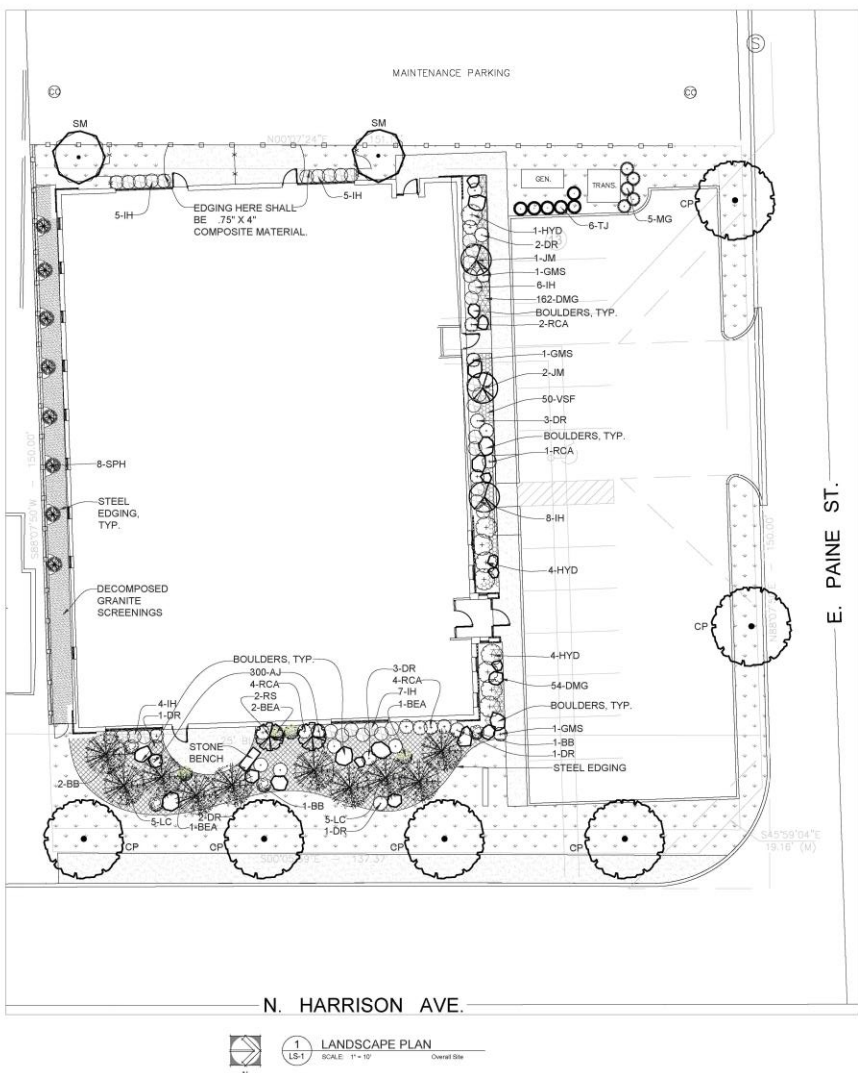
RRBHS Shawnee Adult Crisis/Urgent Recovery Clinic, 1420 N. Harrison Ave.





Red Rock
Behavioral Health Services

RRBHS Shawnee Adult Crisis/Urgent Recovery Clinic, 1420 N. Harrison Ave.



LANDSCAPE REQUIREMENTS

Site Area

Front Yard:	1 Tree per 35' linear footage.	Deciduous Trees: 2" cal. Min. Ornamental Trees: 1.5" cal. Min. Evergreen Trees: 6' ht. min.
Side Yard:	1 Tree per 400 sq. ft.	Deciduous Trees: 2" cal. Min. Ornamental Trees: 1.5" cal. Min. Evergreen Trees: 6' ht. min.
Rear Yard:	1 Tree per 400 sq. ft.	Deciduous Trees: 2" cal. Min. Ornamental Trees: 1.5" cal. Min. Evergreen Trees: 6' ht. min.
Parking:	One Tree and 3 Shrubs per 6 spaces (average)	Deciduous Trees: 2" cal. Min. Ornamental Trees: 1.5" cal. Min. Evergreen Trees: 6' ht. min.

Overall:	10% of Site to be Landscaped.	50% of landscaping to be Evergreen All irrigation shall be automatic.
----------	-------------------------------	--

LANDSCAPE
REQUIREMENTS

Site Area:	22,656.79	sf	÷ 10% =	2,266.80	sf	Required Landscaping
Frontage (Parlison)	151.15	/	35 =	4	Trees	
North Area	648.0	/	400 =	2	Trees	5 Shrubs
West Area	1515	/	400 =	4	Trees	11 Shrubs
South Area	649.5	/	400 =	2	Trees	5 Shrubs
Peripheral Trees Required:				11	Trees	
# Spaces	6	=	2	Trees	7	Shrubs
TOTAL PLANTS				14	Trees	26 Shrubs

PLANT MATERIAL SCHEDULE

KEY	QUANT	COMMON NAME	BOTANICAL NAME	SIZE	COMMENTS
CP	Tree				
JL	3	Chinese Pistache	<i>Pistacia chinensis</i>	3'	Straight trunk, balanced branching
JL	3	Japanese Maple	<i>Acer palmatum 'Bloodgood'</i>	4-5 ft	Straight trunk, balanced branching
LC	10	Leyland Cypress	<i>Cupressus 'Leylandi'</i>	6-8 ft	Strong central leader, full to ground
SM	2	Shantung Maple	<i>Acer truncatum</i>	3'	Straight trunk, balanced branching
TJ	6	Taylor Juniper	<i>Juniperus virginiana 'Taylor'</i>	6-8 ft	Strong central leader, full to ground
	Shrub				
BEA	4	Beautyberry	<i>Callicarpa americana</i>	3 gal	Full container, plant where shown.
BR	4	Butterfly Bush	<i>Buddleia davidii</i>	3 gal	Full container, plant where shown.
DR	13	Diff Rose	<i>Rosa 'Diff'</i>	3 gal	Full container, plant where shown.
GMS	4	Golden Gomed Spirea	<i>Spiraea 'Golden Gomed'</i>	3 gal	Full container, plant where shown.
HYD	9	Hydrangea	<i>Hydrangea quercifolia</i>	3 gal	Full container, plant where shown.
IM	36	Indian Hawthorn	<i>Hamamelis idae 'Clara'</i>	3 gal	Full container, plant where shown.
RC	11	Rose	<i>Rosa 'Charles de Gaulle'</i>	3 gal	Full container, plant where shown.
RCA	11	Rose Creek Abelia	<i>Abelia grandiflora 'Rosa Creek'</i>	3 gal	Full container, plant where shown.
RS	2	Rose of Sharon	<i>Hibiscus syriacus</i>	5 gal	Full container, plant where shown.
SPH	5	Sky Pencil Holly	<i>Ilex cernata 'Sky Pencil'</i>	15 gal	Full container, plant where shown.
	Groundcover				
AJ	200	Asiatic Jasmine	<i> Jasminum asiaticum</i>	1 gal	Full container, plant 1'9 o.c.
DWG	816	Dw. Mondo Grass	<i>Ophiopogon japonicus 'Nana'</i>	4" pot	Full container, plant 10" o.c.
EWAC	44	Ewergen Wintergreen	<i>Euonymus fortunei 'Coloratus'</i>	1 gal	Full container, plant 1'9 o.c.
VSF	90	Verde Sweetleaf	<i>Azara racemosa 'Verde'</i>	1 gal	Full container, plant 1'9 o.c.
		Evergreen Pernettya	<i>Acrony gramineus Fort</i>	1 gal	Full container, plant 1'9 o.c.

PROGRESS SET - NOT FOR CONSTRUCTION



HOWARD & ASSOCIATES INC. ARCHITECTS
11227 WILLOW GROVE ROAD
OKLAHOMA CITY, OK 73120
PHONE: (405) 752-8885

RED ROCK SHAWNEE ADULT CRISIS/
URGENT RECOVERY CLINIC (URC)
NEW FACILITY
1420 N HARRISON AVE.
SHAWNEE, OK

LANDSCAPE PLAN

DATE: 11-12-2021

LS-1

PROJECT NUMBER 935

anlan Mark H. Myers
Landscape Architect
2712 Randolph Road Edmond, OK 73013

November 17, 2021

The Honorable Mayor and Shawnee City Council
and
Shawnee Planning Commission
City of Shawnee
P.O. Box 1448
Shawnee, OK 74802

Re: Proposed Crisis Unit for Shawnee

This is a letter of support for Red Rock Behavioral Health Services to build a Mental Health Crisis Unit in Shawnee in partnership with the Oklahoma Department of Mental Health and Substance Abuse Treatment (ODMHSAS). Specifically, this request includes the City of Shawnee's approval of the design, plans, and Planned Unit Development (PUD) presented at the upcoming Planning Commission and City Council meetings.

Pottawatomie County has one of the highest rates of need for mental health services in Oklahoma. This Crisis Unit will allow the citizens of Pottawatomie County to receive the best level of mental health treatment for crisis stabilization close to their home helping them quickly return to their previous level of health.

In addition, the location of this Crisis Unit in Shawnee will greatly benefit law enforcement because they will not have to transport citizens of Shawnee out of county, often at long distances, for treatment. The Shawnee citizens in need of treatment will not require the long-distance transportation to a different county.

Respectfully,



Carrie Slatton-Hodges, MS, LPC
Commissioner



ADDRESS

2000 N Classen Blvd
Oklahoma City, OK 73106



PHONE

1 (800) 522-9054



WEBSITE

oklahoma.gov/odmhsas

STATE REPRESENTATIVE
KEVIN WALLACE



HOUSE DISTRICT 32
Chair: Appropriations & Budget

HOUSE of REPRESENTATIVES

State of Oklahoma

November 23, 2021

Honorable Mayor and Shawnee City Council
and
Shawnee Planning Commission
City of Shawnee
P.O. Box 1448
Shawnee, OK 74802

Re: Proposed Crisis Unit for Shawnee

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In addition, the location of this Crisis Unit in Shawnee will greatly benefit law enforcement because they will not have to transport citizens of Shawnee out of county, often at long distances, for treatment. Shawnee citizens in need of treatment will not require the long-distance transportation to a different county.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin Wallace".

Chair, Appropriations & Budget
Oklahoma House of Representatives
House District No. 32

From: [Steve Norwood](#)
To: [Rachel Clyne](#)
Subject: [EXTERNAL EMAIL]RE: PUD02-21 1420 N Harrison URC
Date: Tuesday, December 14, 2021 1:13:17 PM

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

Red Rock plans to operate an Urgent Recovery Clinic and a small number of Crisis Beds at the 1420 N. Harrison Street location. Urgent Recovery Clinics (URC) are fairly new services opening up across the State to offer services aimed at the assessment and immediate stabilization of acute symptoms of mental illness, substance abuse, and emotional distress in an effort to prevent longer term hospitalization. URC's are designed to have the necessary staff of nurses, therapists, physicians and other prescribers to evaluate and stabilize the crisis. They are designed to operate much like an Emergency Room at a hospital. Some consumers may stay only a few hours, and many can be stabilized in less than 24 hours. If a doctor or midlevel prescriber feels the consumer may need to stay longer for stabilization, often to assure the medication is helping the person, they may need additional time for stabilization in a crisis bed for up to 5 to 7 days.

The primary and only functions are to evaluate, stabilize and refer. Ninety percent of consumers can be stabilized and referred to outpatient treatment where they will be immediately followed up by Red Rock staff with and outpatient appointment once they leave. The ten percent that may need longer psychiatric treatment primarily go to Court and are Court Committed to a Hospital (Primarily Griffin Memorial Hospital in Norman.) Staff are available 24 hours a day to care for the individuals. Many consumers that are experiencing a mental health crisis are brought in by law enforcement or family members for evaluation. If they do not need services of the URC or Crisis Unit, they can also be referred to our currently operated nearby outpatient clinic by a mental health or primary care physician or other health care provider

A typical consumer in a mental health crisis is experiencing extreme depression or anxiety and could be experiencing suicidal ideation. Other mental health

issues may include relationship issues with family, those with chronic mental illness who need medication to be stabilized or substance abuse issues. Most consumers are indigent and the services are funded through Medicaid or the Oklahoma Department of Mental Health and Substance Abuse Services.

The Commissioner of the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) and Representative Kevin Wallace specifically requested that Red Rock build and operate this service in Shawnee because of the large numbers of individual who needed this service in Pottawattamie County. The Department of Mental Health received a large sum of appropriated dollars to open URC's and Crisis Beds across the State this past legislative session to assist local law enforcement and communities with local services. Red Rock has operated Crisis Beds in Weatherford, Norman and Oklahoma City over the past 20 years.

The consumers we will be serving are the residents of Pottawatomie County or nearby residents (i.e. Lincoln County). These consumers are currently being transported to Norman to Red Rock's URC and Crisis Beds to receive these services. Currently there are around 250 transports to Norman a year from Pottawattamie and Lincoln Counties. To be able to serve them locally will be of great benefit to the consumer, local law enforcement and the overall community at large.

I hope this is the information you needed. Do not hesitate to contact us if you have any further questions.

*Steve Norwood, M.S., LPC
Chief Operating Officer
For Specialized Services
Red Rock Behavioral Health
4400 N. Lincoln Blvd.
Oklahoma City, OK 73105*

*Office: (405) 425-0389
Cell: (405) 397-1487
Fax: (405) 419-3089*

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: BEGINNING 151.15 FEET NORTH OF THE SE CORNER OF BLOCK 4 YATES ADDITION TO CITY OF SHAWNEE, THENCE WEST 150 FEET; THENCE NORTH 151.15 FEET; THENCE EAST TO THE WEST SIDE OF HARRISON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO PLACE OF BEGINNING, FROM ZONING CLASSIFICATION R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO C-3 (COMMERCIAL HIGHWAY DISTRICT) WITH A PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 15th day of November, 2021, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification R-3 (Multi-Family Residential District) to C-3 (Commercial Highway District) with a PUD (Planned Unit Development).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Commercial Highway District) with a PUD (Planned Unit Development).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: BEGINNING 151.15 FEET NORTH OF THE SE CORNER OF BLOCK 4 YATES ADDITION TO CITY OF SHAWNEE, THENCE WEST 150 FEET; THENCE NORTH 151.15 FEET; THENCE EAST TO THE WEST SIDE OF HARRISON AVENUE; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO PLACE OF BEGINNING, FROM ZONING CLASSIFICATION R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO C-3 (COMMERCIAL HIGHWAY DISTRICT) WITH A PUD (PLANNED UNIT DEVELOPMENT) AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2021.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2021.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

10.

Meeting Date: 12/20/2021

Ordinance

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Consideration of an ordinance creating, amending, and providing for repealer of certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential (Garage/Yard) Sales), of the Code of Ordinances of the City of Shawnee; providing for severability; and declaring an emergency.

Attachments

Memo

Ordinance



City Manager's Office

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

Date: December 20, 2021
To: City Commission
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an ordinance creating, amending, and providing for repealer of certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential (Garage/Yard) Sales), of the Code of Ordinances of the City of Shawnee; providing for severability; and declaring an emergency.

Background: In 2019 the City Manager's Office issued an administrative moratorium for portions of Sections 8-431 to 8-435 of the City of Shawnee Code of Ordinances. The moratorium provided temporary relief from the requirement of residents to obtain a license to hold a residential (garage/yard) sale. The moratorium did not modify or reduce the other requirements and conditions related to residential sales e.g., number of sales that can be held in a year, number and placement of signs, etc.

The proposed ordinance provides for the permanent removal of the requirement to obtain a license to hold a residential sale. It also maintains the other conditions and requirements of holding a residential sale and provides greater clarity for the implementation of the codes.

Financial Impact: None.

Attachment: Ordinance.

Staff Recommendation: Approval of the item.

ORDINANCE NO. _____

AN ORDINANCE CREATING, AMENDING, AND PROVIDING FOR REPEALER OF CERTAIN PORTIONS OF CHAPTER 8, ARTICLE VI (BUSINESSES, PERMITS AND LICENSES; RESIDENTIAL SALES), OF THE CODE OF ORDINANCES OF THE CITY OF SHAWNEE; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, a proposal has been presented to the City Commission of the City of Shawnee, Oklahoma to amend and repeal certain portions of Chapter 8 of the Code of Ordinances of the City of Shawnee, Oklahoma, and,

WHEREAS, the City Commission has determined that such amendment and repeal is necessary and in the best interest of the health and safety of the citizens of the City of Shawnee, and for the efficient operations of municipal governance.

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

SECTION 1. That section 8-397 of the Shawnee City Code is hereby AMENDED to read as follows:

Section 8-397. – Enforcement

The Code Enforcement department will have the authority to enforce the requirements under this article.

SECTION 2. That section 8-400 of the Shawnee City Code is hereby AMENDED to read as follows:

Section 8-400. – Interval Between Sales

No person shall hold, conduct, engage in or participate in any manner or allow a residential sale to be held or conducted on premises under his control or ownership more than three times in any calendar year.

SECTION 3. That section 8-403 of the Shawnee City Code is hereby CREATED to read as follows:

Section 8-403. – Restrictions

(a) A residential sale may only occur during a Friday, Saturday, Sunday, and/or a legal holiday as recognized by the City of Shawnee, Oklahoma. Residential sales may not occur on any days other than those listed herein.

(b) A residential sale may only occur for a period not to exceed two consecutive days.

(c) A residential sale may occur at any time after 6:30 a.m. and must cease before 8:30 p.m.

SECTION 4. That sections 8-431 through 8-435 of the Shawnee City Code are hereby REPEALED.

SECTION 5. Severability:

If any one or more of the sections, sentences, clauses or part of this ordinance, chapter or section shall for any reason be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Shawnee that this ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 6. Emergency Clause:

It being immediately necessary for the preservation of public health, peace, and safety, an emergency is hereby declared to exist, by reason whereof this Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

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

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

(SEAL)

Approved as to form and legality this ____ day of _____, 2021.

JOSEPH M. VORNDRAN,
CITY ATTORNEY

Regular Board of Commissioners

11.

Meeting Date: 12/20/2021

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 that repeals certain fees associated with Residential (Garage/Yard) Sales; and providing for the re-adoption of the City Fee Schedule in whole.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA THAT REPEALS CERTAIN FEES ASSOCIATED WITH RESIDENTIAL SALES; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

WHEREAS, an Ordinance amending certain portions of Chapter 8, Article VI (Businesses, Permits and Licenses; Residential Sales) was passed which repeals section 8-434. – Fees. of the Shawnee City Code;

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

- A. Section 8-434. – Fees. of the Shawnee City Code is hereby repealed.
- B. The above repeal of the fee for a residential sale license shall be removed from its appropriate Section within the City of Shawnee, Oklahoma Fee Schedule, in a manner described in the attached Exhibit “A”.

Adoption and Update of City Fee Schedule. That attached hereto is the updated portion of the City Fee Schedule as amended 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 September, 2021.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CITY CLERK

(SEAL)

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>
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	
Part II Chapter 8 Art VIII Sec 8-363	Business, Permits, and Licenses	Auctioneers: License Fee per annum; per day in lieu of per annum; per week in lieu of annum; per month in lieu of annum	\$100; \$10; \$20; \$30			
Part II Chapter 8 Art VIII Sec 8-364	Business, Permits, and Licenses	Auctioneers: Bond			\$1,000	
Part II Chapter 8 Art VIII Sec 8-542(1)	Business, Permits, and Licenses	Medical Marijuana Establishments	\$1,500 annual	\$200 per day		
Part II Chapter 8 Art IX Div 1 Sec 8-398	Business, Permits, and Licenses	Residential Sales: Violations penalty		\$500		

Part II Chapter 8 Art IX Div 2 Sec 8-434	Business, Permits, and Licenses	Residential Sales: License fee	\$10			
Part II Chapter 8 Art X Div 1 Sec 8-465	Business, Permits, and Licenses	Vehicles For Hire: Violations Penalty		\$500		
		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			

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Daily Rate (8 hours) + Rate per each additional hour up to 9:00pm	\$200 Daily Rate; \$10 per additional hour			
Part II Chapter 21 Art I Sec 21-25 (3)	Parks & Recreation	Community Center Rental Fees: Refundable Cleaning Deposit	\$25			
Part II Chapter 21 Art I Sec 21-25 (4)	Parks & Recreation	Park Pavilion Rental per 3 Hour Time Slot	\$25			
CHAPTER 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			

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		Small Polycart (65 gallon)	\$16.34			
		Large Polycart (95 gallon)	\$20.84			
		Additional Polycart (95 gallon)	\$11.00			
		Solid Waste Service Only	\$20.84			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-40	Solid Waste	Disposal of household hazardous waste; rates	Not included in this Schedule; See Code Sec 23-40			
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	City Dump; Sanitary Landfill: Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			

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Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Excavations: Maximum Fine	\$10			
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Excavation: Bond		\$500	\$2,000	
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	Excavations: liability Insurance Coverage				\$5,000, \$10,000, \$5,000
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Streets: Cut Fee	\$60			
CHAPTER 25: TAXATION						
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		

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CHAPTER 26: UTILITIES						

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

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

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		1,001—4,000	\$4.27			
		4,001—1,000,000	\$4.28			
		1,000,001—2,000,000	\$4.50			
		More than 2,000,000	\$4.60			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$26.43			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			
		water Rates. The rate to be charged for furnishing				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$33.05			
		1,001—4,000	\$6.42			
		4,001—1,000,000	\$6.58			
		1,000,001—2,000,000	\$6.75			
		More than 2,000,000	\$6.91			

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

<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	\$22.25			
		Over 1,000	\$4.78			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.81			
		Over 1,000	\$4.78			
No Ordinance	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Fees	RESERVED			

<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	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-133 (a)	Utilities	Water Service Cash Deposit - Commercial	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-134	Utilities	Water Meter Deposit	\$200			
Part II Chapter 26 Art III Div 1 Sec 26-135 (b)	Utilities	Temporary Service Charge	\$25			
Part II Chapter 26 Art III Div 1 Sec 26-137	Utilities	Utility Deposit Amount Increase	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-171	Utilities	Water Meter Testing	Refer to Code			
Part II Chapter 26 Art III Div 1 Sec 26-202	Utilities	Late Payment Penalty	10 % of bill, minimum \$1.25			

<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 Se	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-233	Utilities	Dishonored Check Fee	\$35			
		Sewers:				
Part II Chapter 26 Art IV Div 1 Sec 26-264	Utilities	Maximum Fine		\$1,000		
		Falsifying Information:				
Part II Chapter 26 Art IV Div 1 Sec 26-265	Utilities	Maximum Fine		\$500		
		Sewers: Citation:				
Part II Chapter 26 Art IV Div 1 Sec 26-266 (h)	Utilities	Maximum Fine		\$1,000		
		Fees for dumping Septage (section 26-28)	RESERVED			
		Sewer connection. Wastewater tap fee: 4 inch pipe	\$375			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities					
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 6 inch pipe	\$500			
		Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities					
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
		Reinspection Fee:				
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	First Occurrence	\$25			
		Reinspection Fee:				
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	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: If the price per barrel of Oklahoma Sweet has averaged more than \$15 per barrel for the 12 months preceding the anniversary date	\$250			
Part II Chapter 28 Art II Div 2 Sec 28-74	Wells, Oil and Gas	Prior nonpermitted wells	\$250			
Part II Chapter 28 Art III Sec 28-131 (c)	Wells, Oil and Gas	Abandonment and Plugging Permit Fee	\$350			
Part II Chapter 28 Art V Sec 28-194 (a)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced recovery project or disposal well application fee	\$5,000			
Part II Chapter 28 Art V Sec 28-194 (b)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Enhanced Recovery project: Annual inspection fee	\$250			
Part II Chapter 28 Art V Sec 28-194 (c)	Wells, Oil and Gas	Enhanced Recovery System and Disposal Wells. Disposal Well: Annual inspection fee	\$1,000			

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

Regular Board of Commissioners

12. a.

Meeting Date: 12/20/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – For adjustments associated with Fiscal Year 2022 Union Agreements and Community Development department adjustments.

Attachments

Memo

Budget Amendment



Finance

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

Date: December 20, 2021
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for adjustments associated with Union Agreements and Community Development Department

Background: In July 2021, the City of Shawnee entered into collective bargaining agreements with the Shawnee Police Association, Local Number 3, AFL/CIO of the International Union of Police Associations (Police Union) and with Local No. 206, International Association of Fire Fighters, AFL-CIO/CLC (Fire Union), in order to assure the provision of public safety services for the residents of the City of Shawnee.

The City of Shawnee and both Police and Fire Unions bargained in good faith concerning wages, hours, and other terms and conditions of employment deemed to be in the best interest of public welfare and safety. Within the bargaining processes, the City of Shawnee agreed to increase wages for Police Union members and Fire Union members. For the Police Union, the average wage increase compared to the prior year agreement was approximately 4.5 percent. For the Fire Union, the average wage increase compared to the prior year agreement was approximately 3.75 percent.

Due to the wage and benefit increases included in the Police and Fire Union agreements and the timing associated with the bargaining process, the following appropriations are needed to comply with the agreements:

- \$536,719 – Police Union Agreement
- \$90,624 – Fire Union Agreement – Please note that a portion of the Fire Union Agreement projections were captured in the original budget, requiring a lower increase in this budget amendment.

After review of the Code Enforcement and Building Inspection operations, staff has identified the need for one additional full-time code enforcement officer. The amendment also addresses the cost impact of moving the Homeless Program Coordinator position from an independent contractor to a full-time employee. The personnel adjustment estimated expenditures are as follows:

- \$46,870 – Community Development Dept. adjustments

Financial Impact: See attached Budget Amendment.

Attachment: Amendment.

Staff Recommendation: Approval of the item.

General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40010			SALES TAX	12,694,607.82	674,211.87	13,368,819.69
				Total	12,694,607.82	674,211.87	13,368,819.69

Appropriations

[illegible]

Approved by the City Commission this

Explanation of Budget Amendment:
For adjustments associated with FY22 Union
Agreements and Community Development department
adjustments

Approved:

Mayor _____
Attest: _____

City Clerk

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

Regular Board of Commissioners

12. b.

Meeting Date: 12/20/2021

Budget Amendment

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Fund 001 General Fund – To fund projects (Uniform Development Code, Kayak area improvements, Mausoleum Restoration), previously approved tractor purchase, Union Contract Bonuses.

Attachments

Memo

Budget Amendment



Finance

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

Date: December 20, 2021
To: City Commission
From: Jacob Bussell, Assistant Finance Director
Subject: Consideration of budget amendments for current projects, previously approved purchase, and Union Contract bonuses.

Background: Staff has identified three capital projects, one previously approved purchase and Union Contract bonus obligations, which require Commission approval to appropriate funds. The cost of the above expenditures are as follows:

- \$325,000 - Uniform Development Code - Land-use planning regulations used to update City Code that will assist the City in responding to area development.
- \$180,000 - Kayak area improvements – This sets aside funding to address capital outlay needs which may include parking, sidewalks, and ramps.
- \$400,000 - Cemetery Mausoleum capital outlay – This sets aside funding to address capital outlay needs at the mausoleum.
- \$142,000 - Tractor purchase – On August 2, 2021, the Board of Commissioners approved the purchase of a tractor for the Parks Department. Although appropriations were available for the purchase at the time of the Commission approval, staff recommends reclassifying the expense within the General Fund.
- \$365,000 - Police Union Contract bonuses - The Collective Bargaining Agreement between the City and IUPA established that the City provide a \$5,000 bonus to each Union Member for FY22.
- \$270,000 - Fire Union Contract bonuses - The Collective Bargaining Agreement between the City and IAFF established that the City provide a \$5,000 bonus to each Union Member for FY22.

Financial Impact: See attached Budget Amendment.

Attachment: Amendment.

Staff Recommendation: Approval of the item.

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

Regular Board of Commissioners

13.

Meeting Date: 12/20/2021

Sales Tax and Budget Reports

Submitted By: Kacie Eck, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Acknowledge monthly Sales Tax and Budget Reports.

Attachments

Sales Tax Report

Budget Report



Date: December 20, 2021

To: Honorable Mayor and City Commissioners

From: Jacob Bussell, Asst. Finance Director

Subject: December Sales and Use Tax Deposit

Sales and Use Tax Collections: The Oklahoma Tax Commission (the “OTC”) collects and enforces collection of sales and use taxes, including special earmarked taxes such as alcohol and tobacco, for the 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 December consists of November estimates and October final reported collections. Any taxes collected for months prior to October will include accrued late penalties and interest.

Sales Tax Collection Allocated by Fund:

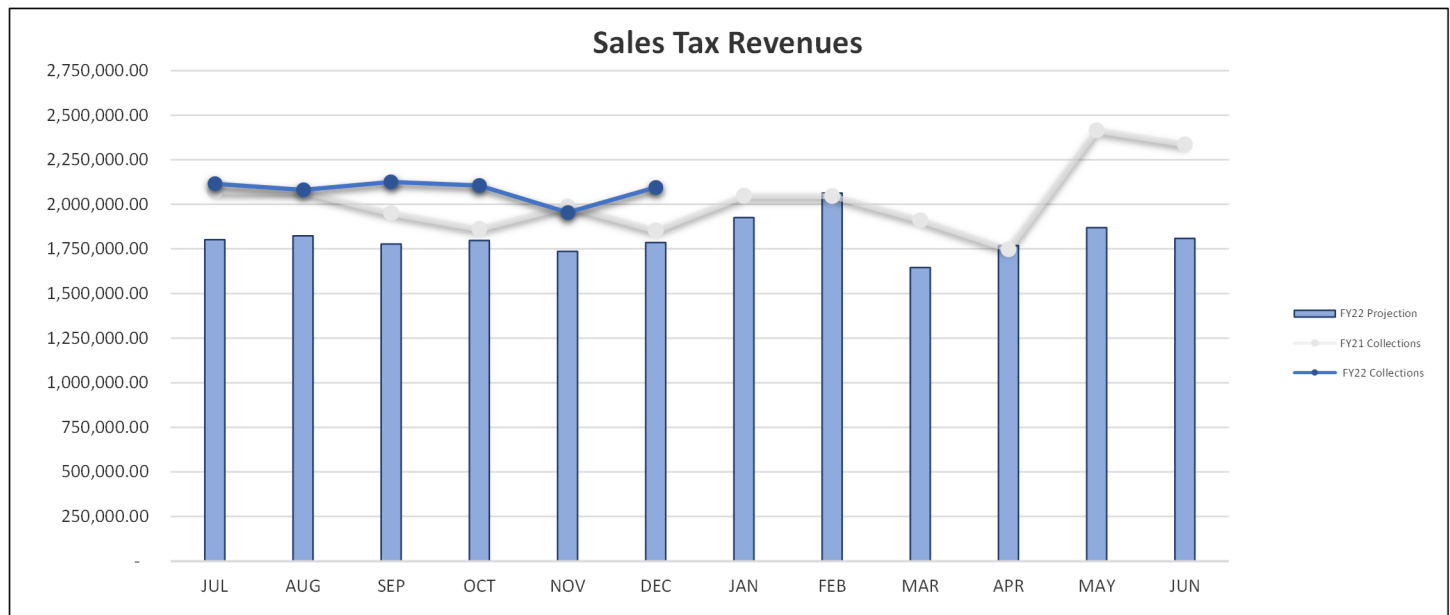
The December sales tax deposit was \$2,095,225.87, including interest of \$769.07, to be allocated as follows:

Fund	Allocation
General Fund	\$ 1,197,271.94
2018 Capital Improvements Fund	299,317.98
Capital Improvements Fund	231,971.44
Street Improvements Fund	261,903.22
Economic Development Fund	29,931.81
Police Sales Tax Fund	37,414.74
Fire Sales Tax Fund	37,414.74
Total Sales Taxes Collected	<u>\$ 2,095,225.87</u>

Finance Department Report:

Sales and use tax collections totaled \$2,377,542.73 for December 2021. It should be noted the current sales tax estimate for FY 21-22 is based on a 2% increase compared to the prior year budget. For the year, sales tax collections are up \$1,752,755 or 16.34%, over the projected budget year-to-date. Use tax collections are up approximately \$282,242, or 22.54%, over the projected budget year-to-date.

Fiscal Year 2022 Sales Tax Collections and Performance:

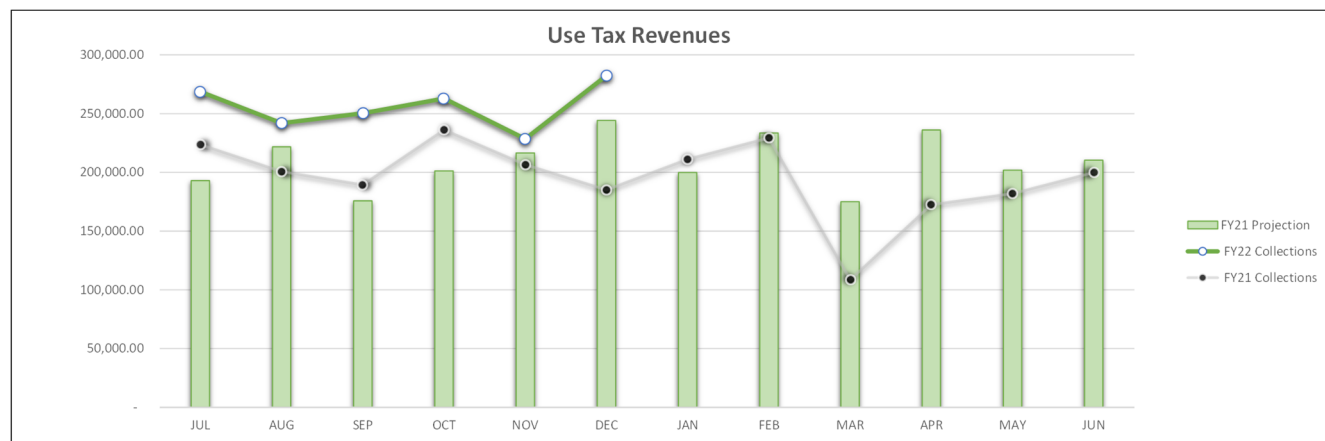


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts (December 2021):	\$ 1,786,337	\$ 2,095,226	\$ 308,889	17.29%
Sales Tax Receipts (year-to-date):	\$ 10,727,330	\$ 12,480,085	\$ 1,752,755	16.34%

	December 2020	December 2021	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 1,853,293	\$ 2,095,226	\$ 241,933	13.05%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 11,797,466	\$ 12,480,085	\$ 682,619	5.79%

Fiscal Year 2022 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (December 2021):	\$ 244,157	\$ 282,317	\$ 38,160	15.63%
Use Tax Receipts (year-to-date):	\$ 1,252,382	\$ 1,534,624	\$ 282,242	22.54%

	November 2020	November 2021	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 225,456	\$ 282,317	\$ 56,860	25.22%

	Year To Date FY 2021	Year To Date FY 2022	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 1,228,536	\$ 1,534,624	\$ 306,089	24.91%

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

Sale & Use Tax - Above Projections (year to date):	\$ 1,283,891
Appropriated:	
- COLA - Step & Grade	\$ (243,525)
- Police & Fire Contracts, Com. Dev. Dept. Adj.	\$ (674,212)
Unappropriated:	<u>\$ 366,154</u>

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.

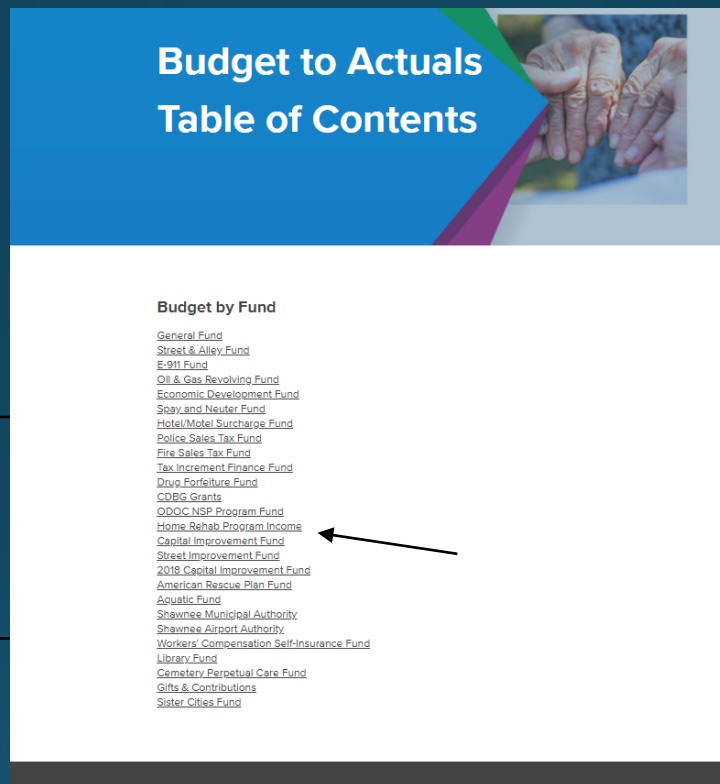
Please Note: *OpenGov works best with Google Chrome.*

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.

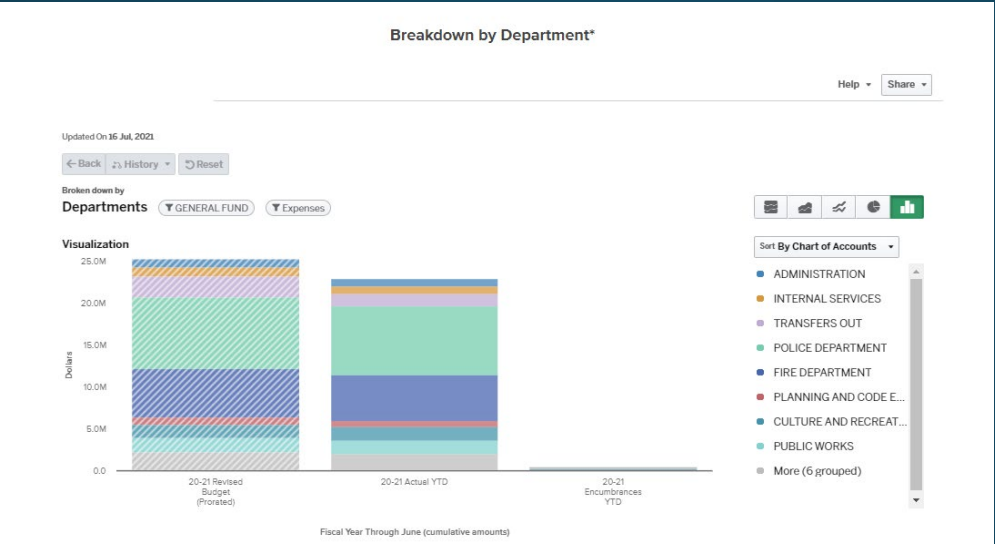


OpenGov comes with many features. The next two pages outline some of the basics of clicking through an OpenGov budget to actuals page.

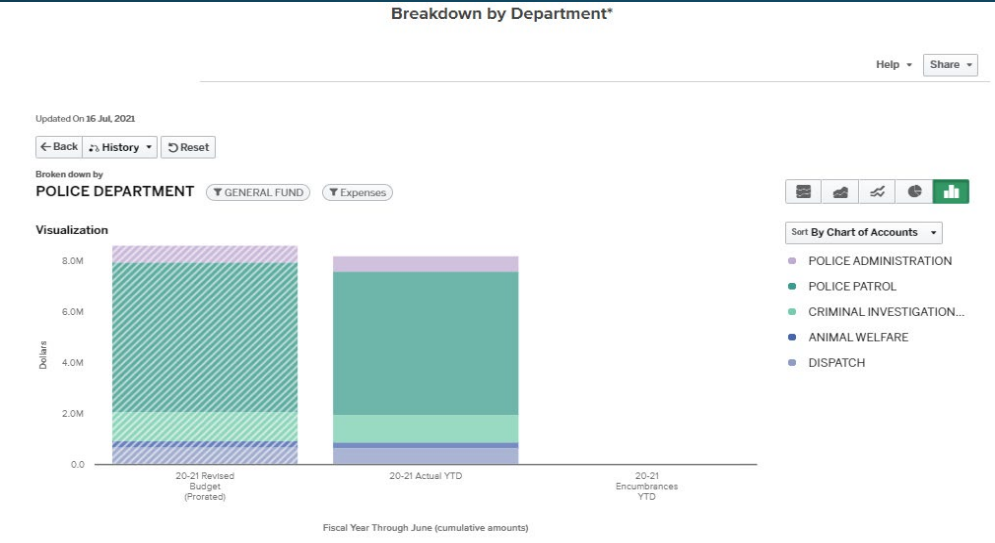
Drill-Down Capabilities

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.

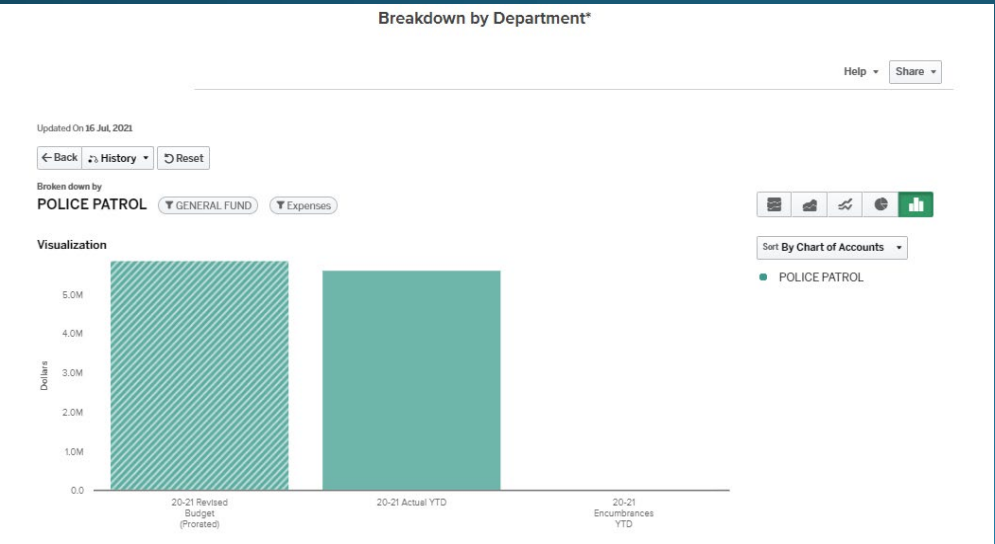
Initial View



Department Level

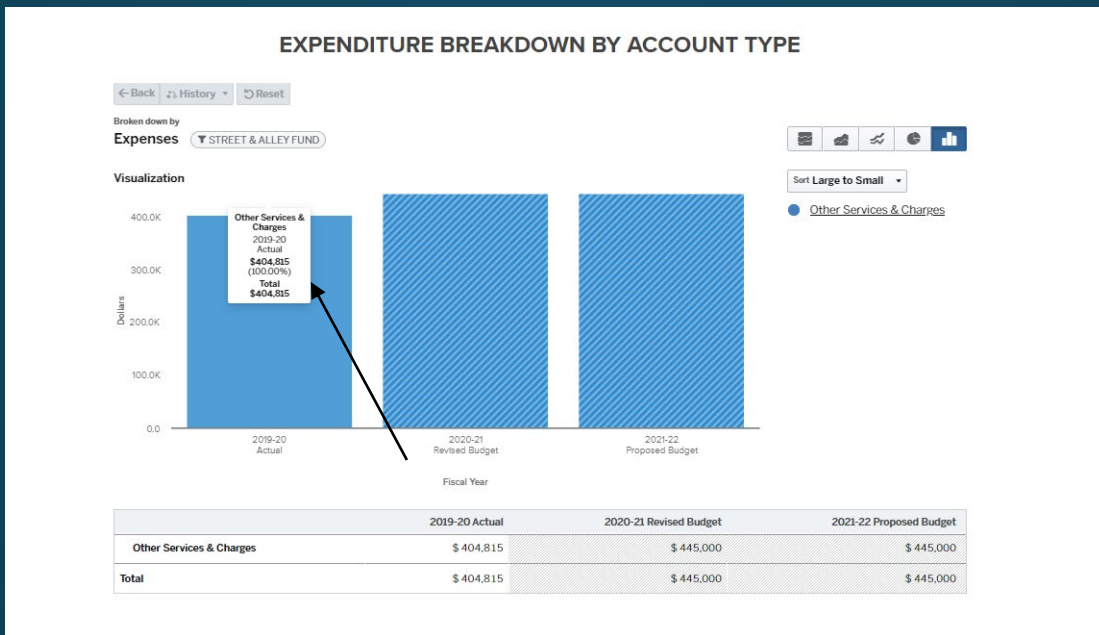


Division Level



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:

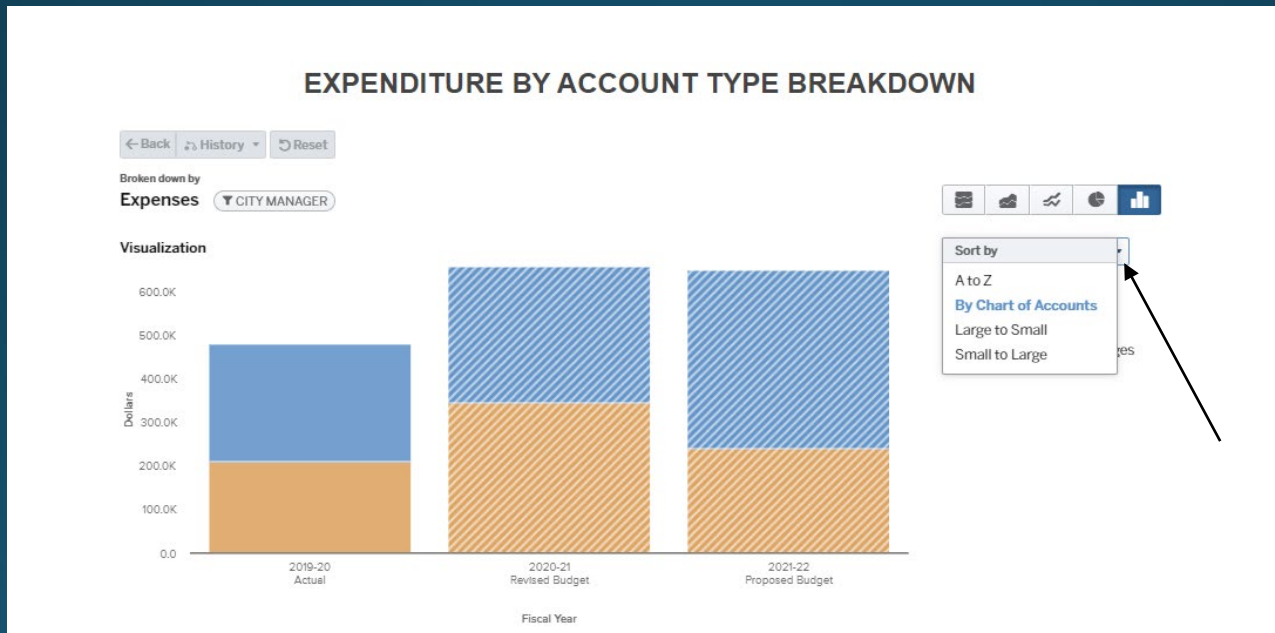
A to Z

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.