

AGENDA
BOARD OF CITY COMMISSIONERS
FEBRUARY 21, 2023 AT 6:00 PM
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. Recognition of Jacob Foos for his Dedication and Commitment to the Community
2. Citizens Participation (A three-minute limit per person)
(A twelve-minute limit per topic)
3. Consider approval of Consent Agenda:
 - a. Minutes from the January 17, 2023 regular meeting.
 - b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the January 4, 2023 regular meeting
 - Shawnee Senior Citizens Advisory Board from the January 10, 2023 regular meeting
 - License Payment Report for January 2023
 - Project Payment Report for January 20203
 - c. Mayor's Appointment(s):

Shawnee Housing Authority

Kevin Hall 1st Full Term Expires: February 1, 2026

Replaces Paul Pounds - Term Expired

Thomas Hibben 1st Full Term Expires: February 1, 2026

Replaces Marion McMillan - Term Expired

Shawnee Forward Board of Directors

Cami Engles, Ward 2 Commissioner

Annual appointment

- d. Approve Change Order No. 1 for Kickapoo Sidewalk Project.
- e. Acknowledge receipt of Change Order No. 1, in the amount of \$27,605.50, for the Cammack Street Sewer Project.
- f. Lake Lease Transfers:

Johnston Tract Lots 14 and 15, 16618 Stevens Road

From: Leland Prewitt and Rhonda Renee Berry

To: Agee Family Trust (Elton E. Agee and Linda Agee)

- 4. Presentation of the Pet of the Week by Animal Control.
- 5. Consideration regarding the continued mediation between the Shawnee Civic and Cultural Development Authority, Pottawatomie County, and City of Shawnee, and replacement of Commissioner Salter as City representative.
- 6. Consideration of a resolution to approve an Equipment Lease-Purchase Agreement with Welch State Bank for the purchase of a patch truck for the Public Works Department in the amount of \$298,614.36.
- 7. Consideration of a resolution approving a Project Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for bridge and approaches over Shawnee Creek.
- 8. Consideration of an Engineering Amendment 2 Proposal with CEC Corporation for professional design services regarding bridge and roadway design and construction plans for East Main Street over Shawnee Creek.
- 9. Consideration of an appeal of an Administrative Order regarding the

demolition of the structure located at 623 Kickapoo Spur.

10. Consideration of a resolution of the City of Shawnee authorizing the application for an American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.
11. Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 7 “Buildings and Building Regulations”; adopting the 2018 International Building Code, 2020 National Electrical Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Residential Code, 2018 Existing Building Code; repealing all Sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire Chapter with a reference to the City Fee Schedule.
12. Consideration of a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 7 "Buildings and Building Regulations".
13. Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 13 "Fire Prevention and Protection"; adopting the 2018 International Fire Code; repealing all sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule.
14. Consideration of a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 13 "Fire and Fire Prevention".
15. Consideration of a resolution authorizing the modification of the security with respect to certain outstanding indebtedness of the Shawnee Municipal Authority, specifically adding one-half of one percent (0.50%) of sales tax revenue to the security pledge; approving and authorizing the execution of a sales tax agreement; and containing other provisions related thereto.
16. Consideration of an ordinance repealing portions of the Shawnee Municipal Code,
Chapter 26 “Utilities,” by repealing a Utility Improvement Fee established by Ordinance No. 2770NS; and providing for repeal; providing for codification;

and providing for severability; and declaring an emergency.

17. Consideration of a resolution updating the City Fee Schedule by removing the monthly rate of the Utility Improvement Fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.
18. Public hearing and consideration of an ordinance to rezone property located northwest of the intersection of North Harrison Avenue and Garrett's Lake Road, containing approximately 1.7168 acres, from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). Case No. RZ02-23, Applicant: Jon Silver.
19. Consideration of the following budget amendment(s) for Fiscal Year 2022 – 2023:
 - a. Fund 001 - General Fund to fund an operational shortfall in the Expo Center with sales tax revenues exceeding budget estimates.
20. Acknowledge Monthly Sales Tax Report.
21. Administrative Report(s):
 - a. Proposed Charter Amendments 2023 - Joe Vorndran, City Attorney and Andrea Weckmueller-Behringer, City Manager
 - b. Request Portal and Citizen Engagement - Seth Barkhimer, Director of Engineering
 - c. Shawnee Police Department Crime Statistics - Mason Wilson, Police Chief
22. New Business (Any matter not known or which could not have been reasonably foreseen prior to the posting of the agenda.)
23. Commissioners Comments
24. 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)

BOARD OF CITY COMMISSIONERS PROCEEDINGS
JANUARY 17, 2023 AT 6:00 P.M.

The Board of City Commissioners of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in Regular Session in the Commission Chambers at City Hall, 16 West 9th Street, Shawnee, Oklahoma on, Tuesday, January 17, 2023 at 6:00 p.m., pursuant to notice duly posted as prescribed by law at 5:18 p.m. on January 12, 2023. Mayor Bolt presided and called the meeting to order. Upon roll call, the following members were in attendance.

Ed Bolt
Mayor

Daniel Matthews
Commissioner Ward 1

Cami Engles
Commissioner Ward 2

Travis Flood
Commissioner Ward 3

Absent
Commissioner Ward 4-Vice Mayor

Mark Sehorn
Commissioner Ward 5

Lauren Richter
Commissioner Ward 6

ABSENT: Darren Rutherford

INVOCATION

Commissioner Travis Flood

FLAG SALUTE

AGENDA ITEM NO. 1:

Presentation by the Oklahoma Law Enforcement Accreditation Commission (OLEAC) Chairman Kevin McCullough to recognize the accomplishments of the Shawnee Police Department.

Mr. Kevin McCullough, OLEAC Chairman, recognized the City of Shawnee Police Department, Chief Mason Wilson, and Corporal Kevin Nichols for reaccreditation credentials through the OLEAC.

AGENDA ITEM NO. 2:

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

Mr. Joe Vorndran, City Attorney, reviewed the guidelines and expectations during Citizens Participation.

Ms. Leslie Gilbert gave her time to Mr. Travis Gilbert. Mr. Travis Gilbert gave his time to Mr. Rob Morris.

Mr. Beau Dorrough, Mr. Joe Ford, Mr. Mark Stewart, Mr. Rick Young, and Mr. Rob Morris spoke during Citizens Participation.

AGENDA ITEM NO. 3:

Consider approval of Consent Agenda:

- a. Minutes from the December 19, 2022 regular meeting.
- b. Acknowledge the following minutes and reports:
 - Planning Commission Minutes from the October 5, 2022, November 2, 2022, and December 7, 2022 regular meetings
 - License Payment Report for December 2022
 - Project Payment Report for December 2022
- c. Mayor's Appointments:

Shawnee Urban Renewal Authority
Glenda Pierce 1st Full Term Expires: February 2, 2026
Replaces Abby Flood – Resigned (Effective February 2, 2023)

Carol Valentine 1st Full Term Expires: February 2, 2026
Replaces Candida Hurley – Resigned

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

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

NAY: None

AGENDA ITEM NO. 4:

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

Animal Control Officer Theresa Touchet introduced Sissie, a one-and-a-half-year-old lab mix. Currently, the shelter has twenty-four (24) dogs. The adoption fee for Sissie is Five Dollars (\$5.00).

AGENDA ITEM NO. 5:

Presentation by OG&E regarding vegetation.

Mr. Chris Martin, Vegetation Supervisor with OG&E provided a presentation over vegetation. Topics he discussed included, but were not limited to power distribution, work area; planning/notification; primary benefits; and storm/brush policy.

AGENDA ITEM NO. 6:

Consideration of an Agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Engineering Services.

Mr. Seth Barkhimer, Director of Engineering, stated this is the third and final agreement for on-call engineering design services for American Rescue Plan Act (ARPA)-funded water distribution and wastewater collection project design.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve an Agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Engineering Services. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 7:

Consideration of Task Order Number One in accordance with the agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Water System Improvements behind Lowe's.

Mr. Seth Barkhimer, Director of Engineering, explained this is the first Task Order for Burns and McDonnell Engineering Company, Inc. for design services. The project scope including in the proposed Task Order includes survey, preliminary and final design, easement descriptions for three (3) permanent utility easements and bidding assistance. The cost is Sixty-Nine Thousand Five Hundred Dollars (\$69,500.00). Staff recommends approval of the Task Order.

A motion was made by Commissioner Flood, seconded by Commissioner Engles, to approve Task Order Number One in accordance with the agreement between the City of Shawnee and Burns and McDonnell Engineering Company, Inc. for Water System Improvements behind Lowe's. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 8:

Consideration of a contract between Central Oklahoma Community Action Agency and the City of Shawnee Community Development Block Grant program for administration of Transitional Housing for property owned by the Shawnee Urban Renewal Authority.

Mr. Rian Harkins, Community Development Director, stated the proposed contract with Central Oklahoma Community Action Agency (COCAA) will allow COCAA to do the administrative services of the transitional housing program for the property located at 1309 East Highland. Staff recommends approval.

A motion was made by Commissioner Matthews, seconded by Commissioner Flood, to approve a contract between Central Oklahoma Community Action Agency and the City of Shawnee Community Development Block Grant program for administration of Transitional Housing for property owned by the Shawnee Urban Renewal Authority. Motion carried 6-0.

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

AGENDA ITEM NO. 9:

Consideration of an agreement with Emergency Services Consulting International for an operational review of the Shawnee Fire Department.

Ms. Andrea Weckmueller-Behringer, City Manager, provided a Staff report. She advised that the operational review would include a focus on the following areas to ensure a comprehensive analysis:

1. Evaluation of current response capabilities in comparison to best practices.
2. Evaluation of current station locations and future station considerations.
3. Evaluation of apparatus inventory and equipment, including the fleet maintenance program.
4. Evaluation of current service levels and performance.
5. Identification of areas and services where performance levels can be improved.
6. Evaluation of current policies and standard operation procedures as well as identification of potential gaps.
7. Evaluation of department morale including its relation to retention and performance.
8. Evaluation of the number of personnel needed in each division of the department to provide necessary services, including minimum manning levels by shift and by station.
9. Projection of future workload and service demands and the need to add additional personnel or stations.

Ms. Weckmueller-Behringer advised that the proposed agreement with Emergency Services Consulting is in the amount of Thirty-Eight Thousand Five Hundred Fifty Dollars (\$38,550.00).

A motion was made by Commissioner Sehorn, seconded by Commissioner Engles, to approve an agreement with Emergency Services Consulting International for an operational review of the Shawnee Fire Department. Motion carried 6-0.

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

AGENDA ITEM NO. 10:

Acknowledge the Official Certificate of Votes from the January 10, 2023 special election relating to a one half of one percent (0.5%) excise tax (sales tax).

Ms. Andrea Weckmueller-Behringer, City Manager, presented the Commission with the results from the January 10, 2023 Sales Tax vote that were included on the Official Certificate of Votes.

AGENDA ITEM NO. 11:

Public hearing and consideration of an ordinance to rezone property located on Transportation Parkway,

containing approximately 5 acres, from C-3 (Automotive Commercial District) with a PUD (Planned Unit Development) to R-3 (Multifamily Residential District). Case No. RZ01-23, Applicant: Nelmon Brauning.

Mr. Rian Harkins, Community Development Director, stated that after public notification, but prior to the January 4, 2023, Planning Commission meeting, the applicant withdrew the application.

There was no action taken.

AGENDA ITEM NO. 12:

Consideration of a Preliminary Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. PPL01-23, Applicant: Brady Ali Properties, LLC.

Mr. Rian Harkins, Community Development Director, provided a Staff report. He advised that the Planning Commission and Staff recommend approval.

A motion was made by Commissioner Engles, seconded by Commissioner Flood, to approve a Preliminary Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. PPL01-23, Applicant: Brady Ali Properties, LLC. Motion Carried 6-0.

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

NAY: None

AGENDA ITEM NO. 13:

Consideration of a Final Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. FPL01-23, Applicant: Brady Ali Properties, LLC.

Mr. Rian Harkins, Community Development Director, provided a Staff report. He advised that the Planning Commission and Staff recommend approval.

A motion was made by Commissioner Sehorn, seconded by Commissioner Matthews, to approve a Final Plat for Shawnee Marketplace, Phase 2 located at 4700 Marketplace Boulevard, containing approximately 6.23 acres. Case No. FPL01-23, Applicant: Brady Ali Properties, LLC. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 14:

Consideration of a budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund an agreement for Fire Department Operational Review with sales tax revenues exceeding budget estimates.

Ms. Lindsey McNabb-Fox, Finance Director, provided a Staff report.

A motion was made by Commissioner Matthews, seconded by Commissioner Engles, to approve the budget amendment for Fiscal Year 2022-2023 for Fund 001 General Fund to fund an agreement for Fire Department Operational Review with sales tax revenues exceeding budget estimates. Motion carried 6-0.

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

NAY: None

AGENDA ITEM NO. 15:

Acknowledge monthly Sales Tax Report.

Ms. Lindsey McNabb-Fox, Finance Director, reported sales tax is up One Million Nine Hundred Thirty-Three Thousand One Hundred Fourteen Dollars (\$1,933,114.00) or Fourteen Point Zero Seven Percent (14.07%), over the projected budget year-to-date. She stated that use tax collections are up approximately Thirty-Six Thousand Nine Hundred Six Dollars (\$36,906.00) or One Point Nine Four Percent (1.94%), above the projected budget year-to-date.

AGENDA ITEM NO. 16:

Administrative Reports:

- a. 2018 Half-cent Sales Tax Update – Lindsey McNabb-Fox, Finance Director

Ms. Lindsey McNabb-Fox, Finance Director, provided an update on the 2018 Half-Cent Sales Tax. She discussed topics that included the history of the 2018 sales tax election and investment updates.

- b. Community Engagement and Strategic Plan – Andrea Weckmueller-Behringer, City Manager

Ms. Andrea Weckmueller-Behringer, City Manager, provided a presentation of the Community Engagement and Strategic Plan. Topics included, but were not limited to, history of the adoption of the 2017 Five-Year Strategic Plan, community survey, and strategic planning.

- c. 2023 – 0.5% Sales Tax Implementation – Jacob Foos, Assistant City Manager

Mr. Jacob Foos, Assistant City Manager, provided a presentation on the recently passed Zero Point Five Percent (0.5%) Sales Tax, including an implementation timeline.

AGENDA ITEM NO. 17:

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. 18:

Commissioners Comments

The Mayor and Commissioners congratulated the Police Department on the re-accreditation and thanked Staff.

Commissioner Matthews spoke regarding the success of the Dunbar Heights event, sales-tax numbers, and stated he was looking forward to working on Charter changes.

Commissioner Engles commented on moving to one meeting per month and the Lake Master Plan.

Commissioner Flood commented regarding Dunbar Heights and moving to one meeting a month.

Commissioner Sehorn commented on the sales-tax trends and the sales-tax election.

Commissioner Richter stated she was happy to have a timeline on ward-specific voting, encouraged citizens to adopt a pet, and spoke regarding citizens posting on social media.

Mayor Bolt expressed his appreciation for administrative reports and everyone that voted. He also spoke regarding sales-tax numbers, Dunbar Heights, and his excitement about the public engagement effort.

AGENDA ITEM NO. 19:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (7:55 p.m.)

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC
CITY CLERK

REGULAR PLANNING COMMISSION MINUTES

DATE: January 4, 2023

The Planning Commission of the City of Shawnee, County of Pottawatomie, State of Oklahoma, met in person for a regular meeting on January 4, 2023, at 1:30 p.m., according to notice duly posted as prescribed by law.

Item 1. Roll Call

Chair Reese called the meeting to order at 1:30 p.m. Community Development Director, Rian Harkins, called roll and stated a quorum was present.

The following Commissioners were present:

Present: Walker, Johnson, Mew-Palmer, Rowell, Barrett, Porter

Absent:

Item 2. Approval of Minutes – Regular meeting

Consideration of approval of the minutes from the regular meeting of December 7, 2022. Chair Reese asked for questions or corrections to the minutes.

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

Motion **passed 6-0-1**.

Aye: Walker, Johnson, Mew-Palmer, Rowell, Barrett, Reese

Nay: None

Abstain: Porter

Item 3. Case No. **RZ01-23** – Public hearing and consideration of a request to rezone from C-3 with a PUD (Automotive Commercial District with Planned Unit Development) to R-3 (Multifamily Residential District) on approximately 5 acres located on Transportation Parkway.

City Planner, Rachel Clyne, explained the applicant had withdrawn the application after notification for a public hearing had been made. No action was required.

It was noted the application would be on the agenda of the City Commission at its regular meeting on January 17, 2023, at 6:00 p.m.

Item 4. Consideration of a request for a Preliminary Plat, Shawnee Marketplace, Phase 2, on approximately 6.23 acres located at 4700 Marketplace Boulevard.

Planner Clyne provided a staff report stating the subject property is located at 4700 Marketplace Boulevard, which is adjacent to the Shawnee Marketplace, Phase 1 development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma.

The following Facts were determined by staff:

- The Preliminary Plat was in conformance with the Subdivision Regulations.
- The subdivision is a continuation of a planned development project.
- The City Engineer is satisfied with the Preliminary Plat as submitted.

Staff listed the following options for Recommendations to the City Commission:

- Recommending Approval of Case No. PPL01-23, for the Preliminary Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Preliminary Plat of Shawnee Marketplace, Phase 2, Case No. PPL01-23
- Recommending Deferral of the Preliminary Plat of Shawnee Marketplace, Phase 2 application of Case No. PPL01-23 with a request for additional and specific information to a certain date.

Staff recommended that the Planning Commission recommend to the City Commission APPROVAL of PPL01-23 for the Preliminary Plat of Shawnee Marketplace, Phase 2 subdivision as presented.

Commissioner Johnson made a motion to recommend the **Approval** of Case No. PPL01-23, which Commissioner Mew-Palmer seconded.

Motion **passed 7-0-0.**

Aye: Walker, Johnson, Mew-Palmer, Rowell, Barrett, Porter

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on January 17, 2023, at 6:00 p.m.

Item 4. Consideration of a request for a Final Plat, Shawnee Marketplace, Phase 2, on approximately 6.23 acres located at 4700 Marketplace Boulevard.

Planner Clyne provided a staff report stating the subject property is located at 4700 Marketplace Boulevard, which is adjacent to the Shawnee Marketplace, Phase 1 development. The proposed subdivision has one (1) lot that is approximately 6.23 acres. The property is zoned C-3 (Automotive Commercial District) with a Planned Unit Development (PUD) overlay. This application is a replat of Lot 3, Block 1, Shawnee Marketplace and A Part of the Southeast Quarter, Section 36, Township 11 North, Range 3 East of the Indian Meridian, City of Shawnee, Pottawatomie County, Oklahoma.

The following Facts were determined by staff:

- The Final Plat was in conformance with the Subdivision Regulations.
- The subdivision is a continuation of a planned development project.
- The City Engineer is satisfied with the Final Plat as submitted.

Staff listed the following options for Recommendations to the City Commission:

- Recommending Approval of Case No. FPL01-23, for the Final Plat of Shawnee Marketplace, Phase 2 as requested by the applicant.
- Recommending Denial of the application for Final Plat of Shawnee Marketplace, Phase 2, Case No. FPL01-23
- Recommending Deferral of the Final Plat of Shawnee Marketplace, Phase 2 application of Case No. FPL01-23 with a request for additional and specific information to a certain date.

Staff recommended that the Planning Commission recommend to the City Commission APPROVAL of FPL01-23 for the Final Plat of Shawnee Marketplace, Phase 2 subdivision as presented.

Commissioner Johnson made a motion to recommend the **Approval** of Case No. FPL01-23, which Commissioner Mew-Palmer seconded.

Motion **passed 7-0-0**.

Aye: Walker, Johnson, Mew-Palmer, Rowell, Barrett, Porter

Nay: None

Abstain: None

It was noted the application would be heard by the City Commission at its regular meeting on January 17, 2023, at 6:00 p.m.

Item 6. Community Development Department Update

Community Development Director, Rian Harkins, updated the Planning Commission on the progress of the Unified Development Code (UDC) project. The task of creating Engineering Design Criteria was scheduled to begin this month. He advised that the City has contracted with GH2 Architects to update the Santa Fe Depot roof and exterior project costs. Bid documents were being prepared, and staff is waiting on input on the project from the State Historic Preservation Office (SHPO). Director Harkins stated a draft ordinance had been created for the infill housing palette of architectural blueprints project. He noted the Shawnee Arts & Culture Commission (SACC) had established a sub-committee that recently met to discuss updates to the SACC ordinance. Lastly, Director Harkins told the Planning Commission that the Oklahoma Chapter of the American Planning Association (OKAPA) was holding the annual conference in Enid on March 5-7, 2023.

Item 7. Planning Commissioners' Comments

Commissioner Mew-Palmer encouraged staff to continue with their good work. Commissioner Porter expressed his happiness to serve on the Planning Commission.

Item 8. Adjournment

The meeting adjourned at 1:42 p.m.



Chair/Vice-Chair



City Planner



Minutes
Shawnee Senior Citizens Advisory Board
January 10, 2023 9:30AM
Shawnee Senior Recreation Center

		Present	Absent
Chairperson	John Belzer	_____	__X__
Vice	Albert Rice	__X__	_____
Member	Ann Dowdy	__X__	_____
Member	Phyllis Crosswell	__X__	_____
Member	Bill Haley	__X__	_____
Member	Jeanni Pruitt	__X__	_____
Member	Shirley Gregory	__X__	_____
Member	Sally Murphy	__X__	_____
Member	Janice Orlauski	_____	__X__
Mayor	Ed Bolt	__X__	_____
City Staff	Brad Schmidt	_____	__X__
City Staff	Kerri Foster	__X__	_____
City Staff	Amy Riggins	_____	__X__
City Staff	Julia Newman	__X__	_____

AGENDA NO 1 **Call to Order.** Meeting was called to order at 9:30 a.m.

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

AGENDA NO 3 **Approval of October 11, 2022 Minutes.** A motion to approve was made by Phyllis Crosswell. It was 2nd by Ann Dowdy. Motion carried 8-0.

Roll Call: Aye: Albert Rice, Ann Dowdy, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Ed Bolt

Nay: None.

AGENDA NO 4 **Acknowledgement of no meeting in November or December.** The committee acknowledged there was no meeting in November or December of 2022.

AGENDA NO 5 **Approval of 2023 List of Regular Meetings.** A motion to approve was made by Phyllis Crosswell. It was 2nd by Ann Dowdy. Motion carried 8-0.

Roll Call: Aye: Albert Rice, Ann Dowdy, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Ed Bolt

Nay: None.

AGENDA NO 6 **Staff and Program Updates.** Parks and Recreation are now back under same department. There will be a new Parks and Recreation Admin. Assistant soon. The Community Center is currently closed for remodel. There are a lot of new activities featured on this month's calendar.

AGENDA NO 7 **Discussion of Board Goals and Objectives for 2023.** Phyllis Crosswell suggested that the committee start bringing food items and donated them to different programs that pass out food each month. The committee decided this was something they want to start doing starting at the next meeting February 14, 2023. The details of what exactly to bring and who we will donate to are going to be discussed at the next meeting. Kerri Foster stated that this year what will help the most is for more people to be involved in day-to-day activities. A big goal for the Recreation Center is to have as many activities going on at the Community Center as there is at the Recreation Center.

AGENDA NO 8 **Public Comments.** When giving things out to the less fortunate this winter be cautious of what is given. Comments were made on the wastewater treatment plant vote. Do your research before you vote today (January 10, 2023).

AGENDA NO 9 **Committee Comments.** Ed Bolt gave more in-depth detail on what was being voted for on January 10, 2023, this money will be going to the new wastewater treatment plant.

AGENDA NO 10 **Adjournment.** Meeting was Adjourned at 10:22 a.m. A motion was made by Phyllis Crosswell. It was 2nd by Ann Dowdy. Motion carried 8-0.

Roll Call: Aye: Albert Rice, Ann Dowdy, Phyllis Crosswell, Bill Haley, Jeanni Pruitt, Shirley Gregory, Sally Murphy, Ed Bolt

Nay: None.

Date 2/14/2023

Chairman John A. Belzer

Allyson



Entity Payment Report

1/1/2023 - 1/31/2023

Payment Date	Name	Payment Type	Receipt #	Payment Amount
1/27/2023	MARY SPENCER	Check	1912	15.00
1/27/2023	ELECTRICAL AND MECHANICAL SOLUTIONS LLC	IBX CC	1913	75.00
1/27/2023	1THAI RESTAURANT	IBX CC	1911	50.00
1/26/2023	ALAINAS MOBILE CAFE	Cash	1908	50.00
1/26/2023	EFFINGER TREE & LAWN SERVICE	Check	1907	25.00
1/26/2023	EFFINGER TREE & LAWN SERVICE	Check	1906	25.00
1/26/2023	JK DISPENSARY	Check	1905	15.00
1/26/2023	RELAJATE, LLC	IBX CC	1910	1,500.00
1/26/2023	RELAJATE, LLC	IBX CC	1909	1,500.00
1/25/2023	BEACON ELECTRIC LLC	Check	1903	100.00
1/25/2023	BEDWELL TREE SERVICE	Check	1902	25.00
1/25/2023	BARTON TREE SERVICE	IBX CC	1904	25.00
1/25/2023	MARTELL HEATING & AIR	IBX CC	1901	100.00
1/24/2023	DUVALL PLUMBING CO	IBX CC	1900	100.00
1/23/2023	HOBBY LOBBY #635	Check	1899	15.00
1/23/2023	CAROL HOPKINS	Check	1898	776.00
1/23/2023	ELMER & BRENDA LUCAS	Check	1897	761.00
1/20/2023	ABSOLUTE ELECTRICAL	IBX CC	1894	100.00

	CONTRACTORS, LLC			
1/20/2023	WILSON ELECTRIC HEAT & AIR	IBX CC	1895	75.00
1/20/2023	AES ELECTRIC LLC	IBX CC	1896	175.00
1/19/2023	COLE PLUMBING	Check	1890	75.00
1/19/2023	QUALITY STAINLESS LLC	IBX CC	1891	100.00
1/19/2023	SMART AIR SOLUTIONS	IBX CC	1893	100.00
1/19/2023	RUSSELL BRANAN PLUMBING	IBX CC	1892	100.00
1/18/2023	HWY 18 SHAWNEE CASA LLC - TACO CASA	Check	1889	50.00
1/18/2023	LINDA & MACK REEVES	Check	1888	15.00
1/18/2023	ALYSSA CABANISS	IBX CC	1886	15.00
1/18/2023	CHILI'S GRILL & BAR #0702	IBX CC	1887	25.00
1/17/2023	SHAWNEE WINGS dba BUFFALO WILD WINGS	Check	1885	905.00
1/17/2023	JOHN BRACKLEIN	Check	1884	776.00
1/17/2023	MEIER AND SON DEMOLITION, LLC	IBX CC	1883	75.00
1/13/2023	PATSY ANN WALLER	Check	1878	15.00
1/13/2023	PINNACLE HOME SERVICES dba MISTER SPARKY	IBX CC	1879	75.00
1/13/2023	LOST PINES INC	IBX CC	1880	100.00
1/13/2023	CLARITY TELECOM, LLC dba BLUEPEAK FIBER	IBX CC	1877	15.00
1/13/2023	HUDSON HEATING &	IBX CC	1882	100.00

	COOLING SERVICE			
1/13/2023	CR AND SONS ELECTRIC	IBX CC	1881	175.00
1/11/2023	MASONER MECHANICAL & CONSTRUCTION LLC	Check	1875	175.00
1/11/2023	RITA'S	Cash	1873	50.00
1/11/2023	SHAWVER & SON INC	Check	1872	75.00
1/11/2023	DAVID THOMPSON PLUMBING	IBX CC	1876	100.00
1/11/2023	SPENCER ELECTRIC	IBX CC	1874	100.00
1/10/2023	BABB'S PLUMBING & MECHANICAL, LLC	IBX CC	1868	100.00
1/10/2023	SHABBY TREE LLC	IBX CC	1865	1,500.00
1/10/2023	SHABBY TREE LLC	IBX CC	1864	1,500.00
1/10/2023	SHABBY TREE LLC	IBX CC	1863	1,500.00
1/10/2023	B & R TREE SERVICE	IBX CC	1870	25.00
1/10/2023	B & R DEMOLITION	IBX CC	1869	75.00
1/10/2023	THE 25 THRIFT	IBX CC	1867	50.00
1/10/2023	ARROWHEAD SOLAR LLC dba ARROWPOINT SOLAR	IBX CC	1866	175.00
1/10/2023	KEN'S SIGNS	IBX CC	1871	75.00
1/9/2023	ADVANCED ELECTRIC INC	Check	1860	75.00
1/9/2023	BETTIE FRAZIER	Cash	1859	15.00
1/9/2023	WILD AND ROOTED, LLC	IBX CC	1858	50.00
1/9/2023	SHETLEY MECHANICAL LLC	IBX CC	1861	175.00
1/9/2023	BRANDON'S PLUMBING	IBX CC	1862	100.00

1/6/2023	NEWTON WALL COMPANY	Check	1857	15.00
1/6/2023	WALL'S DIG	Check	1856	15.00
1/6/2023	NEWTON WALL COMPANY	Check	1855	15.00
1/6/2023	WALL'S BARGING CENTER	Check	1854	15.00
1/6/2023	NEWTON WALL COMPANY	Check	1853	15.00
1/6/2023	NEWTON WALL COMPANY	Check	1852	15.00
1/6/2023	IN AND OUT PLUMBING LLC	Check	1850	100.00
1/6/2023	SUPERIOR NEON SIGNS	Check	1849	150.00
1/6/2023	STACIE BROWN	Check	1848	15.00
1/6/2023	MCNATT ELECTRIC LLC	IBX CC	1851	100.00
1/5/2023	I-40 SDI LLC dba SONIC DRIVE IN	Check	1847	15.00
1/5/2023	HARRISON SHAWNEE SDI INC dba SONIC DRIVE IN	Check	1846	15.00
1/5/2023	KICKAPOO SHAWNEE SDI INC dba SONIC DRIVE IN	Check	1845	15.00
1/5/2023	SHAWNEE 45TH & HARRISON SDI LLC dba SONIC DRIVE IN	Check	1844	15.00
1/5/2023	RED LOBSTER RESTAURANTS LLC LICENSING #721	Check	1843	905.00
1/5/2023	HASBEL PEST CONTROL	Cash	1840	25.00
1/5/2023	SPENCER HEAT & AIR LLC	Check	1839	75.00
1/5/2023	LARRY & CAROLINE MANZ	Check	1838	15.00
1/5/2023	ACOCK CLIMATE CONTROL	IBX CC	1841	75.00

1/5/2023	ACOCK CLIMATE CONTROL	IBX CC	1842	100.00
1/4/2023	KW SERVICES	Check	1837	75.00
1/4/2023	KW SERVICES	Check	1836	75.00
1/4/2023	ROBERTS AND SONS HVAC LLC	Check	1835	75.00
1/4/2023	CARTERS HEAT AND AIR	Check	1834	100.00
1/3/2023	K & M DIRT SERVICES, LLC dba K&M WREKCING	Check	1833	75.00
1/3/2023	TOMAHAWK CONSTRUCTION SOLUTIONS	Check	1832	75.00
1/3/2023	STOLHAND - WELLS GROUP	Check	1831	100.00
1/3/2023	STOLHAND - WELLS GROUP	Check	1830	100.00
1/3/2023		Check	1829	25.00
1/3/2023	TERRELL REFRIGERATION	Check	1828	75.00
1/3/2023	BRICKHOUSE LLC	Check	1826	905.00
1/3/2023	1907 ELECTRIC, LLC	IBX CC	1827	100.00
				17,628.00

Total Records: 88

2/2/2023



Monthly - City Clerk

1/1/2023 - 1/31/2023

Permit #	Permit Date	Permit Type	Parcel Address	Applicant Name	Description	Project Cost	Square Feet	Total Fees
20230107	1/30/2023	B - Commercial - Add On	8702 N HARRISON	PATTY HEATH	ADD ON CANOPY	40,000	1,500	\$379.50
20230106	1/30/2023	B - Commercial - Add On	8702 N HARRISON	PATTY HEATH	ADD ON CANOPY	125,000	5,000	\$1,254.50
20230051	1/17/2023	B - Commercial - New	41880 GARRETT'S LAKE RD	4D CONSTRUCTION LLC	NEW CONSTRUCTION	1,500,000	10,640	\$3,410.78
20230105	1/27/2023	B - Residential - New	4813 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,544	\$1,057.60
20230104	1/27/2023	B - Residential - New	4811 DANA DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,277	\$1,000.86
20230090	1/27/2023	B - Residential - New	1424 LEXI DR	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	1,768	\$1,105.20
20230089	1/27/2023	B - Residential - New	1425 MADISON AVE	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	2,234	\$1,204.23
20230087	1/26/2023	B - Residential - New	3927 MAPLE GROVE AVE	DAVID TOMLINSON	NEW CONSTRUCTION	160,000	2,257	\$1,216.98
20230086	1/26/2023	B - Residential - New	3921 MAPLE GROVE AVE	DAVID TOMLINSON	NEW CONSTRUCTION	160,000	2,257	\$1,209.11
20230085	1/26/2023	B - Residential - New	3919 MAPLE GROVE AVE	DAVID TOMLINSON	NEW CONSTRUCTION	160,000	2,212	\$1,199.55
20230030	1/11/2023	B - Residential - New	1909 CARLETON LN	KISHWAUKEE ENTERPRISES	NEW HOME	375,000	2,800	\$1,324.50
20230016	1/9/2023	B - Residential - New	4713 CHURCHILL	RAUSCH COLEMAN HOMES	NEW HOME	160,000	1,947	\$1,143.24

20230011	1/5/2023	B - Residential - New	4715 CHURCHILL	RAUSCH COLEMAN HOMES	NEW CONSTRUCTION	160,000	2,377	\$1,234.61
20230108	1/31/2023	B - Residential - Remodel	1019 N MCKINLEY	JUAN GRUAZA	REMODEL	20,000	740	\$161.75
20230074	1/23/2023	B - Residential - Remodel	1321 E MAIN ST	AUSTIN CODY	REMODEL	45,000	1,700	\$365.75
20230066	1/20/2023	B - Residential - Remodel	516 N DOROTHY	ROBERT STOKES	REMODEL	10,000	240	\$29.50
20230059	1/19/2023	B - Residential - Remodel	548 W WOOD	RON JOHNSON	REMODEL	65,000	1,600	\$344.50
20230054	1/17/2023	B - Residential - Remodel	1929 N PARK	DREAM BUILDERS LLC	REMODEL	15,000	1,695	\$364.69
20230042	1/16/2023	B - Residential - Remodel	628 S CHAPMAN AVE	John Smith	City of Shawnee	0	0	\$0.00
20230006	1/4/2023	B - Residential - Remodel	1822 N UNION AVE	BOB WEAVER	REMODEL	100,000	2,300	\$493.25
20230091	1/27/2023	B - Solar Panels	1307 E WALLACE ST	AG SOLAR	NEW INSTALLATION	50,000	320	\$72.50
20230039	1/13/2023	B - Swimming Pool	203 E 40TH ST	FAMILY LEISURE	ABOVE GROUND POOL	0	0	\$60.00
20230103	1/27/2023	E - Electrical	319 E MAIN ST	ELECTRICAL & MECHANICAL SOLUTIONS LLC	REMODEL	0	0	\$104.50
20230094	1/27/2023	E - Electrical	803 E GEORGIA ST	WILSON ELECTRIC	MISCELLANEOUS	0	0	\$54.50
20230092	1/27/2023	E - Electrical	1307 E WALLACE ST	AG SOLAR	NEW INSTALLATION	0	0	
20230084	1/25/2023	E - Electrical	548 W WOOD	BEACON ELECTRIC LLC	REMODEL	0	0	\$54.50
20230083	1/25/2023	E - Electrical	1822 N UNION AVE	SELECT SERVICE ELECTRIC	MOVE SERVICE / BRANCH CIRCUIT	0	0	
20230082	1/25/2023	E - Electrical	1822 N UNION AVE	SELECT SERVICE ELECTRIC	REMODEL	0	0	\$104.50
20230078	1/24/2023	E - Electrical	2524 N HARRISON AVE lot 25	GROVE ELECTRICAL SOLUTIONS	MOBILE HOME CONNECTION	0	0	\$54.50

20230077	1/24/2023	E - Electrical	15501 PERRY RD	ABOVE ALL ELECTRICAL SOLUTIONS, LLC	SERVICE	0	0	\$54.50
20230068	1/23/2023	E - Electrical	1804 N ELM	AES ELEC LLC	ADDITION	0	0	\$54.50
20230065	1/20/2023	E - Electrical	605 S PARK	WILSON ELECTRIC	METER BASE	0	0	\$54.50
20230064	1/20/2023	E - Electrical	1314 WINDSOR PL	FULL SPEED ELECTRIC	GENERATOR INSTALL	0	0	\$54.50
20230063	1/20/2023	E - Electrical	1606 WINDMILL RIDGE DR	AMPLE ELECTRIC	MISCELLANEOUS	0	0	\$104.50
20230061	1/19/2023	E - Electrical	39010 W MACARTHUR SUITE 100	ATLAS ELECTRIC LLC	MISCELLANEOUS	0	0	\$54.50
20230041	1/13/2023	E - Electrical	10 TURKEY KNOB	CR AND SONS ELECTRIC	SWIMMING POOL	0	0	\$54.50
20230038	1/13/2023	E - Electrical	418 N SHAWNEE OK	ABSOLUTE ELECTRICAL CONTRACTORS LLC	NEW SERVICE	0	0	\$54.50
20230036	1/13/2023	E - Electrical	2235 N DOROTHY	GARYS ELECTRIC SERVICE LLC	SERVICE UPGRADE	0	0	\$54.50
20230035	1/13/2023	E - Electrical	18 CEDAR CREEK DR	MISTER SPARKY	CHANGE OUT	0	0	\$54.50
20230028	1/11/2023	E - Electrical	32305 LAKE RD	R-2 ELECTRIC INC	NEW SERVICE / LIGHTS & RECEPTACLES	0	0	\$104.50
20230027	1/10/2023	E - Electrical	5662 N KICKAPOO AVE	LOST PINES, INC	NEW INSTALLATION	0	0	\$54.50
20230014	1/6/2023	E - Electrical	6200 N HARRISON AVE	MCNATT ELECTRIC LLC	BCW, REMODEL FOR GROW HOUSE	0	0	\$104.50
20230013	1/6/2023	E - Electrical	409 S MARKET	ACOCK CLIMATE CONTROL	RECONNECT	0	0	\$54.50
20230001	1/3/2023	E - Electrical	3 MIDLAND CT	1907 ELECTRIC, LLC	REPLACEMENT	0	0	\$54.50
20230069	1/23/2023	F - Burn Permit	15101 ECKEL RD	ELLIOT SHULER	FIRE	0	0	\$29.50
20230048	1/17/2023	F - Burn Permit	812 S CHAPMAN	DAVE MACDONALD	FIRE	0	0	\$29.50
20230044	1/17/2023	F - Burn Permit	33909 LAKE RD	GERALD AND LINDA NOWLIN	BURN PERMIT	0	0	\$29.50
20230003	1/3/2023	F - Burn Permit	2805 N BROADWAY	CLARK KINKADE	BURN PERMIT	0	0	\$29.50
20230096	1/27/2023	F - Fire Suppression	4850 SHAWNEE MISSION DR	FPS TECHNOLOGIES, INC	FIRE SUPPRESSION	0	0	\$104.50

20230012	1/6/2023	F - Flammable / Combustible Tank	121 W 45TH ST	CRB COMPANIES, LLC	NEW INSTALLATION	0	0	\$104.50
20230095	1/27/2023	M - Mechanical	911 E MACARTHUR	A-TEAM HEATING & COOLING	MISCELLANEOUS	0	0	\$54.50
20230079	1/24/2023	M - Mechanical	121 W 45TH ST	MARTELL HEATING & AIR	PROPANE GAS LINE	0	0	\$54.50
20230072	1/23/2023	M - Mechanical	501 LAKESIDE CT	SUNBELT HEATING AND AIR CONDITIONING, INC	CHANGE OUT	0	0	\$84.50
20230062	1/19/2023	M - Mechanical	548 W WOOD	SMART AIR SOLUTIONS, LLC	NEW SYSTEM	0	0	\$184.50
20230055	1/18/2023	M - Mechanical	709 N PARK	A TEAM HEATING & COOLING	CHANGE OUT	0	0	\$54.50
20230045	1/17/2023	M - Mechanical	2339 BENT TREE RD	A/C DOCTORS, LLC	CHANGE OUT	0	0	\$54.50
20230040	1/13/2023	M - Mechanical	624 S BROADWAY	HUDSON HEATING & COOLING SERVICE	CHANGE OUT	0	0	\$54.50
20230024	1/10/2023	M - Mechanical	3903 N AYDELOTTE	SPARKS HVAC	CHANGE OUT	0	0	\$104.50
20230021	1/9/2023	M - Mechanical	907 E BUCK DR	AIRCO SERVICE	CHANGE OUT	0	0	\$64.50
20230020	1/9/2023	M - Mechanical	1700 W INDEPENDENCE ST	SHETLEY MECHANICAL LLC	NEW SYSTEM	0	0	
20230015	1/9/2023	M - Mechanical	110 MEADOWS LN	SPARKS HVAC	CHANGE OUT	0	0	\$64.50
20230005	1/4/2023	M - Mechanical	215 W 35TH	CARTERS HEAT AND AIR	NEW SYSTEM	0	0	\$44.50
20230058	1/18/2023	O - Curb Cut, Driveway and Sidewalk	1822 N UNION AVE	TKO CONCRETE	REPLACE / WIDEN	0	0	\$50.00
20230018	1/9/2023	O - Curb Cut, Driveway and Sidewalk	638 N UNION	JAMERSON CONCRETE	CURB CUT	0	0	\$50.00
20230052	1/17/2023	O - Demolition and Moving	2216 N IONE AVE	MEIER AND SON DEMOLITION, LLC	ABATEMENT	0	0	
20230050	1/17/2023	O - Demolition and Moving	928 N TUCKER	MEIER AND SON DEMOLITION, LLC	ABATEMENT	0	0	

20230037	1/13/2023	O - Demolition and Moving	830 N UNION	MEIER & SON DEMOLITION, LLC	ABATEMENT	0	0	
20230032	1/12/2023	O - Demolition and Moving	608 S PARK	K & M WRECKING	DEMOLITION	0	0	
20230009	1/5/2023	O - Demolition and Moving	1016 N BROADWAY AVE	RUFNEX INDUSTRIAL	ABATEMENT DEMO	0	0	
20230007	1/4/2023	O - Demolition and Moving	2203 ELLIS DR	KW SERVICES LLC	DEMOLITION	0	0	\$100.00
20230002	1/3/2023	O - Demolition and Moving	1 W MAIN	TOMAHAWK CONSTRUCTION SOLUTIONS	DEMOLITION	0	0	\$50.00
20230053	1/17/2023	O - Land Disturbance	41880 GARRETTS LAKE RD	DJD REALTY LLC	LAND DISTURBANCE	0	0	\$50.00
20230102	1/27/2023	O - Paving Cut and Boring		CLARITY TELECOM FOR BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20230101	1/27/2023	O - Paving Cut and Boring		CLARITY TELECOM FOR BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20230100	1/27/2023	O - Paving Cut and Boring		CLARITY TELECOM FOR BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20230099	1/27/2023	O - Paving Cut and Boring		CLARITY TELECOM FOR BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20230098	1/27/2023	O - Paving Cut and Boring		CLARITY TELECOM FOR BLUEPEAK	MULTIPLE ROAD BORE	0	0	
20230097	1/27/2023	O - Paving Cut and Boring	194 E SHAWNEE MALL DR	CODE RED / COX COMMUNICATIONS	ROAD BORE	0	0	\$60.00
20230081	1/24/2023	O - Paving Cut and Boring		CLARITY TELECOM	MULTIPLE ROAD BORE	0	0	
20230073	1/23/2023	O - Paving Cut and Boring	421 N BEARD	COX COMMUNICATIONS FOR UPN	ROAD BORE	0	0	\$60.00
20230049	1/17/2023	O - Paving Cut and Boring	2203 ELLIS DR	B&H CONSTRUCTION	GAS KILL SERVICE	0	0	
20230034	1/13/2023	O - Paving Cut and Boring	1905 E WALNUT ST	COMMERCIAL CONSTRUCTION SERVICES LLC	ROAD BORE	0	0	\$60.00

20230033	1/13/2023	O - Paving Cut and Boring	3703 N KICKAPOO AVE	COX COMMUNICATIONS	ROAD BORE	0	0	\$60.00
20230075	1/27/2023	O - Sign	600 W INDEPENDENCE ST	YEARWOOD DESIGN WORKS	WALL SIGN	5,000	20	\$50.00
20230067	1/23/2023	O - Sign	315 W HIGHLAND	SIGNS & WONDERS LLC	WALL SIGN	0	40	\$50.00
20230043	1/17/2023	O - Sign	4020 N HARRISON AVE	KEN'S SIGNS	WALL SIGN	6,123	70	\$50.00
20230093	1/27/2023	P - Plumbing	911 E MACARTHUR	SOUTHEASTERN PLUMBING CO INC	MISCELLANEOUS	0	0	\$54.50
20230088	1/26/2023	P - Plumbing	126 S CENTER	COLE PLUMBING CO	REMODEL	0	0	\$104.50
20230076	1/24/2023	P - Plumbing	3500 N HARRISON AVE	MULLIN PLUMBING WEST	GAS LINE REPAIR	0	0	\$54.50
20230071	1/23/2023	P - Plumbing	833 S UNION	ALL ABOUT PLUMBING	TOP OUT	0	0	\$54.50
20230070	1/23/2023	P - Plumbing	2213 N IONE	COMPLETE PLUMBING LLC	PRESSURE TEST	0	0	\$54.50
20230060	1/19/2023	P - Plumbing	1202 WINDSOR PL	COLE PLUMBING CO	PRESSURE TEST	0	0	\$54.50
20230057	1/18/2023	P - Plumbing	806 N ROOSEVELT AVE	RUSSELL BRANAN PLUMBING	REPIPE	0	0	\$54.50
20230056	1/18/2023	P - Plumbing	4420 N KICKAPOO AVE STE 800	QUALITY STAINLESS	NEW INSTALLATION	0	0	\$54.50
20230047	1/17/2023	P - Plumbing	29 PAM DR	CND PLUMBING	REMODEL	0	0	\$54.50
20230046	1/17/2023	P - Plumbing	2303 CREST DR	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20230031	1/12/2023	P - Plumbing	1708 SPRUCE CIR	DAVID THOMPSON PLUMBING	CHANGE OUT	0	0	\$54.50
20230029	1/11/2023	P - Plumbing	1717 N PARK	COMPLETE PLUMBING LLC	GAS PRESSURE TEST	0	0	\$54.50
20230025	1/10/2023	P - Plumbing	1804 N ELM	BABB'S PLUMBING & MECHANICAL, LLC	NEW INSTALLATION	0	0	\$54.50
20230023	1/10/2023	P - Plumbing	11 COMANCHE DR	DALES PLUMBING	SEWER LINE	0	0	\$54.50
20230022	1/10/2023	P - Plumbing	4004 AYDELOTTE AVE	DALES PLUMBING	WATER LINE	0	0	\$54.50
20230019	1/9/2023	P - Plumbing	2321 TROON CIR	HI-TECH PLUMBING & LEAK DETECT	REPLACE	0	0	\$54.50

20230017	1/9/2023	P - Plumbing	1605 E EDWARDS	HERMAN'S PLUMBING CO, INC	REPLACE	0	0	\$54.50
20230010	1/5/2023	P - Plumbing	39 SEQUOYAH	STANLEY PLUMBING SERVICES LLC	GAS METER RESET	0	0	\$54.50
20230008	1/5/2023	P - Plumbing	1606 WINDMILL RIDGE DR	BRANDON'S PLUMBING	POOL	0	0	\$54.50
20230004	1/4/2023	P - Well	16338 PATTERSON RD	LOMAN DRILLING, IN	NEW INSTALLATION	0	0	\$100.00
20230026	1/10/2023	PC - Lot Split	7108 N HARRISON	ROSS KOZEL	LOT SPLIT	0	0	\$75.00
								\$23,069.60

Total Records: 107

2/2/2023



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Kevin Hall</u>	Application Date: <u>1-27-2023</u>
Address: <u>2 Dustin Circle</u>	Date of Birth: <u>3-7-55</u>
Mailing Address: <u>2 Dustin Circle, Shawnee, OK 74804</u>	
Daytime Phone: <u>405-788-9649</u>	Fax: _____ Email: <u>Kevinhall8384@gmail.com</u>
Profession: <u>College Professor (retired)</u>	
Business Name: <u>N/A</u>	
Business Address: _____	
Business Phone: _____ Fax: _____ Email: _____	

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

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

If so, please list the board/committee: _____

How many years have you lived in Shawnee? 28 years

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

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

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

Mayor Ed Bolt asked if I would serve and I said "yes." I wasn't seeking to serve, but I am proud of Shawnee and believe public service is an important aspect of being a citizen.

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?

During my tenure at Oklahoma Baptist University (1994-2020), I was elected three times by the faculty to serve as chair of the Faculty Council. I learned how to pull faculty and administration together to seek common goals.

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

I am the host for the Songwriters Night @ Music Unlimited. The event is the first Friday of each month. As host, I recruit featured artists from central Oklahoma to play alongside Shawnee area songwriters. It is a free event, open to the public.

List education, including degree(s) earned:

BA, Psychology, Baylor University. Masters and PhD, Southwestern Baptist Theological Seminary.

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
Ed Bolt	Friend	405-878-1601
Bobby Kelly	Friend, former colleague at OBU	405-623-3514

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 Kevin Hall

Date 1-27-2023

Revised April 25, 2022

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

Send completed application to:

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



APPLICATION TO SERVE
Boards, Committees and Commissions

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

Name: <u>Thomas Hibben</u>	Application Date: <u>01/30/23</u>
Address: <u>1421 Rickey Rd Shawnee, OK 74801</u>	Date of Birth: <u>04/16/1982</u>
Mailing Address: <u>1421 Rickey Rd Shawnee, OK 74801</u>	
Daytime Phone: <u>405-915-9360</u>	Fax: _____ Email: <u>hibbtd@gmail.com</u>
Profession: <u>SEO Stratagist</u>	
Business Name: <u>Anoli Media</u>	
Business Address: <u>130 N Park Ave Shawnee, OK 74801</u>	
Business Phone: <u>405-432-2795</u>	Fax: _____ Email: <u>thomas@anolimedia.com</u>

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

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

If so, please list the board/committee: N/A

How many years have you lived in Shawnee? 40

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

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

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

I am open to any way to serve my community. The open position with the housing authority is of interest to me because housing security, availability, & resources are important for the growth of our 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?

From my work in emergency services as well as in the emergency room I was trained & developed many skills as I worked to help not just my patients health but their situations, many of whom needed housing resources.

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

While I served multiple years on the board of the American Red Cross of Pott. County, I currently have no affiliations.

List education, including degree(s) earned:

I hold certificates in Emergency Medicine, Emergency Mental Health Care, & infectious disease control. I also hold certifications in SEO, Web Development, Digital Marketing, as well as a BA in Marketing, & I'm a licensed EMT.

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

I have never been appointed to a city board/committee/commission before.

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):

I have never been convicted of a felony.

Have you ever declared personal or business bankruptcy? Yes

If so, please explain:

I have declared personal bankruptcy 1 time in 2019 after a mass was found in my sinus cavity & the debt incurred was insurmountable.

Please include up to three personal or professional references:

Name	Relationship	Telephone Number
Michael Johnson	Friend/Business Associate	405-761-2291
Eren Pierce	Friend	405-204-4431
Kim Johnson	Friend/Business Associate	405-432-5343

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 Thomas Hibben

Date 1/30/2023

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



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Approve Change Order No. 1 for Kickapoo Sidewalk Project.

Background: In August of 2022, the City of Shawnee awarded a bid to EMC Services LLC for the construction of sidewalks along the Kickapoo Street corridor. EMC began work in September of 2022 and has made significant progress since then. They have completed almost the entire eastern sidewalk and retaining wall for that portion of the project.

The proposed change order to the contract adds quantities to cover conditions encountered in the field as well as extra calendar days for this additional effort. A breakdown of additional quantities is included in the attachment. City staff recommends approval of the Change Order.

Financial Impact: The change order is for \$52,137.35. It will be funded from account Capital Outlay Building and Improvements, 302-5-0810-54200.

Attachments: Kickapoo Change Order #1

Staff Recommendation: Approval of the item

Change Order No. 1
City of Shawnee – Kickapoo Sidewalk Improvements
February 21, 2023

I. SCOPE

The scope of this CHANGE ORDER is to adjust the quantities of existing items due to conditions encountered in the field and incorrect planned quantities listed in the pay quantity notes. This CHANGE ORDER adds additional calendar days to the contract.

II. JUSTIFICATION

Conditions encountered in the field resulted in the need for the adjustment of these quantities and calendar days in order to complete the project.

III. COST

CHANGE ORDER NO. 1

Item	Quantity	Description	Unit	Unit Cost	Total Cost
03	32.00	Unclassified Excavation	CY	\$16.00	\$512.00
10	247.00	Aggregate Base Type "A"	CY	\$65.00	\$16,055.00
11	44.72	Dowel Jointed P.C.C. Pavement	SY	\$38.00	\$1,699.36
12	7.45	P.C. Concrete for Pavement (Material)	CY	\$180.00	\$1,341.00
14	115.00	Retaining Wall	SY	\$230.00	\$26,450.00
15	40.00	Concrete Curb (6" Barrier-Integral)	LF	\$15.00	\$600.00
18	60.00	2'-8" Combined Curb & Gutter (6"	LF	\$30.00	\$1,800.00
20	40.00	6" Concrete	SY	\$72.00	\$2,880.00
32	100.00	Removal of Curb	LF	\$8.00	\$800.00

Total Change Order No. 1: \$52,137.36

CHANGE ORDER NO. 1	\$ 52,137.35 (6.58% Increase)
ORIGINAL CONTRACT AMOUNT	\$792,679.80
REVISED CONTRACT AMOUNT	\$844,817.16

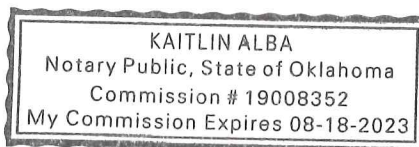
IV. CONTRACT TIME

The original contract called for 180 calendar days. An additional 28 calendar days are added to the contract to account for additional work required by EMC Services, LLC. The total contract duration is now **208 calendar days**.

All construction shall be done in accordance with all applicable state and local codes and the plans and specifications.

The above and foregoing is hereby approved this ____ day of _____, 2023, and the undersigned agrees to perform the work at the price indicated.

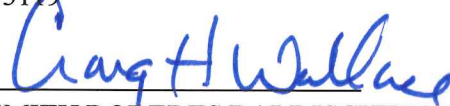
ATTEST:
(SEAL)





Notary



EMC SERVICES, LLC
1400 SW 56th St., Oklahoma City, OK
73119


SMITH ROBERTS BALDISCHWILER,

Approved as to form and legality this ____ day of _____, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY

PASSED AND APPROVED this ____ day of February 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Acknowledge receipt of Change Order No. 1, in the amount of \$27,605.50, for the Cammack Street Sewer Project.

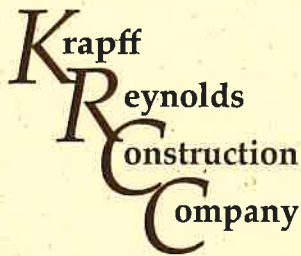
Background: In late 2022, the City's Contractor finished the Cammack Street Sewer extension project that eliminated a private lift station at Harrison Street and Cammack Street. Throughout the construction process, there were small variances from the plan quantities outlined in the bid documents. These variances, along with changing field conditions, necessitated the additional effort and cost.

As this contract is closed out, staff has reviewed the final quantities and additions requested by the contractor. Staff is recommending approval of the change order and the release of retainage.

Financial Impact: The change order is for \$27,605.50. It will be funded from account Capital Outlay-Equipment, 304-5-1070-5; Project No G-21-02A

Attachments: Final Quantities Letter

Staff Recommendation: Approval of the item



Fred L. Krapff
Utility Contractor,
James "Jim" L. King

HUB Engineers
Mr. Dale Seaton
2001 N Willow Ave.
Broken Arrow, OK 74012

RE: Shawnee Cammack Street Sanitary Sewer Interceptor

Mr. Seaton, Due to slight variances in installed quantities versus plan quantity, we will have the following additions and deductions to the final quantities:

Item 3, Solid Slab Sod, add 503 SY @ \$3.50 per SY	\$1,760.50
Item 6, 4' ID Manhole, Deduct 1 EA @ \$3500.00 per EA	(\$3,500.00)
Item 8, 14" Bore with Steel Casing, add 20 LF @ \$500.00 per LF	\$10,000.00
Item 9, Service Connection, Deduct 2 EA @ \$500.00 per EA	(\$1,000.00)
Item 10, Concrete Pavement Removal & Replacement, add 155 SY @ \$160.00 per SY	\$24,800.00
Item 12, Construction Staking add 19% LS @ \$5500.00 per LS	\$1,045.00

The following items did not have quantities and will need to be added by change order or paid for under the allowance:

Item C.O. 1.1, Remove & Replace Curb and Gutter, 120 LF @ \$70.00 per LF	\$8,400.00
Item C.O. 1.2, Decorative Curb, 20 LF @ \$20.00 per LF	\$400.00
Item C.O. 1.3, Remove and Replace Sidewalk, 7 SY @ \$100.00 per SY	\$700.00

Total Additions to Quantities	\$47,105.50
Total Deductions to Quantities	(\$4,500.00)
Unused Allowance	(\$15,000.00)
<u>Net Addition to Contract</u>	<u>\$27,605.50</u>
Original Contract:	\$626,330.50
Additions to Contract:	\$27,605.50
Final Contract Sum:	\$653,936.50

The above listed changes represent a 4.4% addition to the contract. Should you have any questions or concerns, please do not hesitate to contact me.

Best Regards,

Wade Vakulick,
Project Manager,
Krapff Reynolds Const. Co.

Shawnee Twin Lakes Cabin Site Leases

Summary Report – For Renewals & Transfers

Date: 2/2/2023	License No.: 5672
Type:	☐ Renewal ☒ Transfer
Commission Meeting Date:	2/21/2023
Property Address	16618 Stevens Rd
Lake Site Location	Johnston Tract Lots 14/15
Lease Dates	02/21/2023 - 02/21/2053
Lease Fee	
Inspection Fee	\$75.00 Applicable: ☒ Yes ☐ No
Lessee (Transfer To)	
Name(s)	Agee Family Trust (Elton E Agee & Linda Agee)
Address	18908 Kelli Ln, Shawnee, OK 74801
Email	agee.elton@yahoo.com; agee.linda@yahoo.com
Phone	405.420.2137 / 405.420.2135
Current Lessee (Transfer From)	
Name(s)	Leland Prewitt & Rhonda Renee Berry
Address	16614 Stevens Rd, Shawnee, OK 74801
Email	cnwutsup@gmail.com; berry_k@sbcglobal.net
Phone	405.694.3392 / 501.772.0034
Inspection Information	
Inspection Required	☒ Yes ☐ No
DEQ Report on File	☒ Yes ☒ No
Type of Septic	☒ Conventional ☐ Aerobic
Last Inspected / Pumped	1/11/2017
Miscellaneous Comments	Inspection Fee - \$75.00 Lease payment - \$776.00 Transfer Fee - \$1000.00
Fees Collected	\$1851.00 / Cks 1217 \$1776.00 - 1218 \$75.00 / RecNo. 1923



Cabin Site Lease

PLEASE READ CAREFULLY

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

LEASE # 5672 **TRACT NAME** Johnston **LOT #** 14/15

STATE OF OKLAHOMA, POTTAWATOMIE COUNTY, SS:

This Lease was made and entered into in duplicate this date of 02/21/2023 by and between the CITY OF SHAWNEE, a municipal Corporation, PARTY OF THE FIRST PART, and

AGEE FAMILY TRUST, ELTON E AGEE & LINDA AGEE
18908 KELLI LN
SHAWNEE, OK 74801

PARTY OF THE SECOND PART.

WITNESSETH: That the first party in consideration of the sum of \$776.00 dollars for 2023, does hereby acknowledge receipt of the applicable rental fee, and other good and valuable considerations, does by these presents demise, lease and let unto the second party the following described real estate situated on, and part of the site, owned by the first party as a City Reservoir and known as Shawnee Twin lake No. 1, in the County of Pottawatomie State of Oklahoma, to-wit:

16618 STEVENS RD

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

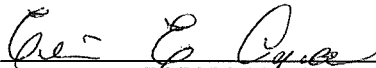
CITY OF SHAWNEE, OKLAHOMA
A Municipal Corporation,

BY: _____

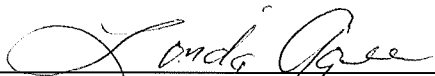
MAYOR
PARTY OF THE FIRST PART

ATTEST:

CITY CLERK



PARTY OF THE SECOND PART



PARTY OF THE SECOND PART



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

Date: February 21, 2023
To: Board of City Commissioners
From: Andrea Weckmueller-Behringer, City Manager
Subject: Consideration regarding the continued mediation between the Shawnee Civic and Cultural Development Authority, Pottawatomie County, and City of Shawnee, and replacement of Commissioner Salter as City representative.

Background: The Shawnee Civic & Cultural Development Authority (SCCDA) is a public trust that was created in 1976 under the provisions of Title 60 of the Oklahoma Statutes. The SCCDA was charged with the promotion and management of the International Finals Youth Rodeo held annually at the Heart of Oklahoma Exposition Center. The City of Shawnee is the beneficiary of the Trust. A six-member Board of Trustees administers the business of the SCCDA, and the City is represented by up to four mayoral appointees (including a current vacancy).

In September 2021, the SCCDA had expressed a willingness to engage in mediation with the City of Shawnee and Pottawatomie County to discuss issues related to the Heart of Oklahoma Exposition Center (Expo). On September 20, 2021, City Commissioners Matthews, Rutherford, and Salter were appointed to represent the City during the mediation process. After several months of preparations, a productive mediation meeting took place on March 10, 2022.

With Commissioner Salter's conclusion of term and departure from the Shawnee City Commission, a new appointee is needed to represent the City Commission as the complexity of the operation, utilization, and improvement of the Expo will require additional meetings to complete the mediation process. Any proposed actions stemming from the mediation will ultimately come to the City Commission for approval.

Financial Impact: N/A

Attachments:

Staff Recommendation: Appointment of City Representative



Date: February 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Consideration of a resolution to approve an Equipment Lease-Purchase Agreement with Welch State Bank for the purchase of a patch truck for the Public Works Department in the amount of \$298,614.36.

Background: The Public Works Department is in need of an asphalt patch truck to maintain and repair City roadways. A previous item for the purchase of this truck was approved on September 15, 2021; however, since then, the interest rate has increased as the truck has only recently become available for delivery.

The interest rate increase requires the approval of a new Lease/Purchase Agreement. The monthly payment amount is \$8,880.78 with an interest rate of 4.41% for 36 months. Total cost of the Lease/Purchase is \$319,708.08, which includes \$20,793.72 in interest and a \$300 documentation fee. No budget amendment is required since the amount budgeted exceeds the monthly amount for the remainder of the fiscal year. City staff recommends approval of the item.

Financial Impact: \$35,523.12 in the current fiscal year and \$106,569.36 annually, funded by the Capital Improvement Fund, Lease Payments - Equipment, 301-5-1010-55500.

Attachments: Equip Lease/Purchase Agreement, Exhibit D to Freightliner Lease - Opinion Letter

Staff Recommendation: Approval of the item

EQUIPMENT LEASE-PURCHASE AGREEMENT

By and between

**Welch State Bank
as Lessor**

and

**City of Shawnee
as Lessee**

Dated as of February 21, 2023

EQUIPMENT LEASE-PURCHASE AGREEMENT

This EQUIPMENT LEASE-PURCHASE AGREEMENT (the "Agreement"), dated as of **February 21, 2023**, and entered into between **Welch State Bank, PO Box 129, Welch, OK 74369** ("Lessor") and **City of Shawnee, PO Box 1448, Shawnee, OK 74802**, ("Lessee"), a political subdivision duly organized and existing under the laws of the State of Oklahoma ("State").

WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter described in Exhibit "A", to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and WHEREAS, Lessee is authorized under the Constitution and laws of the State of Oklahoma to enter into this Agreement for the purposes set forth herein:

NOW, THEREFORE, in considerations of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I. Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Agreement" means this Equipment Lease-Purchase Agreement and any schedule or exhibit made a part hereof by the parties hereto, together with any amendments to the Agreement made pursuant to Section 13.03 and 13.06.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" is the date when the term of this Agreement and Lessee's obligation to pay rent commences, which date shall be the date first above written.

"Equipment" means the property described in Exhibit "A", Equipment Description, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 5.04 or Article VIII.

"Event of Default" means any event of default described in Section 12.01.

"Issuance Year" means the calendar year in which this Agreement was entered into by Lessee and Lessor.

"Lease Term" means the Original Term and all Renewal Terms.

"Lessee" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Lessor" means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

"Original Term" means the period from the Commencement Date until the end of the budget year of Lessee in effect on the Commencement Date.

"Political Subdivision" means and shall include, but not be limited to, municipalities of the "State" and entities created by those municipalities.

"Purchase Price" means the amount designated as such on Exhibit B hereto, together with all other amounts then due hereunder, that Lessee may, in its discretion, pay to Lessor to purchase the Equipment.

"Renewal Terms" means the renewal terms of this Agreement, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to Section 4.01.

"Rental Payment Date" means the date upon which any Rental Payment is due and payable as provided in Exhibit B.

"State" means the State of Oklahoma.

"Vendors" means the manufacturer of the Equipment as well as agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

ARTICLE II. Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor as follows:

- (a) Lessee is a political subdivision of the State duly organized and existing under the Constitution and laws of the State with full power and authority to enter into this Agreement, as specified in Oklahoma Statutes, and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (b) Lessee has duly authorized the execution and delivery of this Agreement by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement.
- (c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.
- (d) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year, and to meet its other obligations for the current budget year, and such funds have not been expended for other purposes.
- (e) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a public body corporate and politic.

- (f) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment.
- (g) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The Equipment will have a useful life in the hands of Lessee in excess of the Original Term and all Renewal Terms.
- (h) Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing budget year and other such financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor. Should Lessor assign this Agreement, Lessee will provide updated certificates regarding the use of the Equipment and Lessee's compliance with the terms hereof.
- (i) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income taxation.
- (j) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which the Agreement has been entered into. No part of the proceeds of the Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.
- (k) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Agreement is not a private activity bond as defined in Section 141 of the Code; 95% or more of the net proceeds of the Agreement will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued or to be issued by Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt bonds (including the Agreement but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally-recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest components of Rental Payments on the agreement from gross income for federal tax purposes will not be adversely affected.

Section 2.02. Certification as to Arbitrage. Lessee hereby represents as follows:

- (a) The Equipment has been ordered or is expected to be ordered within six months of the Commencement Date, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within one year of the Commencement Date.
- (b) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.
- (c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.
- (d) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

ARTICLE III. Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with this Agreement for the Lease Term. This Agreement shall be in effect and shall commence as of the Commencement Date. The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the maximum Lease Term set forth in Exhibit B hereto. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term if Lessee budgets and appropriates or otherwise makes legally available funds to pay Rental Payments for such Renewal Term, unless Lessee shall have terminated this Agreement pursuant to Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on Exhibit B hereto.

Section 3.02. Continuation of Lease Term. It is the intent of Lessee to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the entire Lease Term can be obtained. Lessee and lessor acknowledge that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term. Lessee will use funds appropriated for this Agreement for no other purpose than to pay the Rental Payments and other amounts due hereunder.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. Should Lessee fail to

budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment, at Lessee's sole expense, to Lessor at the location(s) to be specified by Lessor.

ARTICLE IV. Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments to Lessor, exclusively from legally available funds, in lawful money of the United States of America, without notice or demand, in such amounts and on or before the applicable Rental Payment Dates set forth on Exhibit B hereto, at the address set forth on the first page hereof or such other address as Lessor or its assigns may from time to time request in writing. Lessee shall pay Lessor interest on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as and represents payment of, interest, as set forth on Exhibit B hereto.

Section 4.02. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement governing the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 4.03. RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 3.03, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

ARTICLE V. Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee shall order the Equipment and cause the Equipment to be delivered and installed at the location specified on Exhibit A. When the Equipment has been delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate acceptable to Lessor.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Location; Inspection. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. Upon the request of Lessor, Lessee will enter into a maintenance contract for the Equipment with one or more Vendors.

ARTICLE VI. Section 6.01. Title to the Equipment. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's rights under this Agreement. Once all of the rental payments are made by Lessee, Lessor is divested of all right, title and interest in the equipment, and vested in Lessee. Additionally upon such instance, the terms of the lease-purchase agreement are fully performed, all obligations of the parties hereunder are terminated. Title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 10.01 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Upon termination of this Lease in accordance with Articles 3 and 12 hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor, Lessee shall have no further interest therein, and

Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement, Lessee hereby grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto, substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents, in form satisfactory to Lessor, which Lessor deems necessary or in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and the security interest of any assignee of Lessor in the Equipment.

Section 6.03. Personal Property. The Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII. Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of the Equipment by Lessee is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay such taxes or charges as the same may become due.

Section 7.02. Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained in the amounts and for the coverage set forth in Exhibit G. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification. All such casualty insurance shall contain a provision making any losses payable to Lessee and Lessor as their respective interests may appear. With written consent of Lessor, Lessee may satisfy the insurance requirements of this Section 7.02 by self-insurance.

Section 7.03. Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof and maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII. Section 8.01. Damage, Destruction and Condemnation. If (a) the equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 10.01. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Article, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to Section 10.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing Lessor's interest in the Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX. Section 9.01. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee and that Lessor is neither a manufacturer nor a vendor of such Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION,

MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OF THE EQUIPMENT OR ANY MANUFACTURER'S OR VENDOR'S WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN THIS AGREEMENT.

Section 9.02. Vendors' Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendors. Lessee's representation shall be against the Vendors of the Equipment and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by the Vendors of the Equipment.

ARTICLE X. Section 10.01. Purchase Option. Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least 60 days before the date of purchase except the final Rental Payment Date, at the following times and upon the following terms.

- (a) On the Rental Payment Dates specified in Exhibit B, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or
- (b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option pursuant to Article VIII, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor.

ARTICLE XI. Section 11.01. Assignment by Lessor. Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned only in whole but not in part without the necessity of obtaining the consent of Lessee. Any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name and address of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee currently designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee or any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes; except where the sub-lessee is a recognized municipality of the "State". Any such sublease of all or part of the Equipment shall be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

ARTICLE XII. Section 12.01. Events of Default Defined. Subject to the provisions of Section 3.03, any of the following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by Lessee to maintain required insurance coverage or to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statements, representations or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Any provision of this Agreement shall be at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Agreement;
- (e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an

arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) With or without terminating this Agreement, may declare all Rental Payments due or to become due during the Original or Renewal Term in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable; and

(b) With or without termination of this Agreement, Lessor may enter the premises where the Equipment is located and disable the Equipment to prevent further use thereof by Lessee. In addition or alternatively, Lessor may take possession of any of all of the Equipment by giving written notice to deliver the Equipment in the manner provided in Section 12.03; in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due with respect thereto during the Fiscal Year then in effect.

(c) If Lessor terminates this Agreement and, in its discretion, takes possession and disposes of the Equipment or any portion thereof, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorney's fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the balance of any Rental Payments owed by Lessee during the Original or Renewal Term then in effect; any disposition proceeds remaining after the requirements of the clauses (i), (ii), (iii), (iv), and (v) have been met shall be paid to Lessee; (v) the applicable Purchase Price of the Equipment and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment, and Lessee shall pay the reasonable attorney's fees and expenses incurred by Lessor in enforcing any remedy hereunder.

Section 12.03. Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement hereunder prior to the payment of all Rental Payments or the applicable Purchase Price in accordance with Exhibit B: (i) Lessor may enter upon Lessee's premises where the Equipment is kept and disable the Equipment to prevent its further use by Lessee and (ii) Lessee shall promptly, but in any event within ten (10) days after such termination, at its own cost and expense: (a) perform any testing and repairs required to place the Equipment in the condition required by Section 5.04; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) deliver the Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to deliver the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession.

Section 12.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required in this Agreement.

Section 12.05. Force Majeure. If by any reason of **Force Majeure** Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article IV and Section 7.02 hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: Acts of God, strikes, lockouts or other industrial disturbances; acts of public enemies, orders or restraints of any kind of government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIII. Section 13.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed to the parties hereto at the addresses shown at the beginning of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including without limitation counsel fees and expenses and

any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into of this Agreement, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Equipment, (d) or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

Section 13.03. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, amendment, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties, and then such waiver, consent, amendment, modification or change shall be effective only in the specific instance and for the specific purpose given.

Section 13.04. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.06. Amendments, Changes and Modifications. This Agreement may be amended by Lessor and Lessee.

Section 13.07. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.08. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma.

Section 13.09. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name and attested by its duly authorized officers as of the date written above.

LESSOR

Welch State Bank

By: _____

Print Name: Sherri J. Mount

Title: Senior Vice President

LESSEE

City of Shawnee

By: _____

Print Name: Andrea Weckmueller-Behringer

Title: City Manager

(SEAL)

ATTEST:

By: _____

Print Name: Kelli Langley

Title: Notary Public

(SEAL)

ATTEST:

By: _____

Print Name: Lisa Lasyone

Title: City Clerk

EXHIBIT A TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.

DESCRIPTION OF EQUIPMENT

The following Equipment description is the subject of the attached Equipment Lease-Purchase Agreement.

<u>Qty.</u>	<u>Description</u>
1	2023 Freightliner 108SD VIN# 1FVHG5FE5PHUG1902 with PB Loader BC-10 Patcher SN# HPB-1931-21 together with all equipment, accessions, additions and attachments thereto.

The Equipment is located at: City of Shawnee

Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the "Equipment", as defined in the attached Equipment Lease-Purchase Agreement.

STATEMENT OF ESSENTIAL USE

Please state below, or on the letterhead stationery of City of Shawnee, a brief statement about why the equipment listed in Exhibit "A" has been acquired. This statement should address the following questions:

1. What is the essential function(s) to be performed by the equipment? How long do you expect it will be used?
2. Does it replace equipment that performed this (these) same function(s)? If so, how many years was the previous equipment in use?
3. Was this equipment chosen through competitive bidding, or by another method?
4. Which internal fund will be used to make the lease payments?

In answer to the above, the following is submitted:

The City of Shawnee is purchasing this patch truck for the purpose of patching and repairing asphalt roadways. An Oklahoma State bid was utilized in acquiring this equipment. This equipment will be used approximately 3 years. This new truck will replace an older equipment that had been used for over 12 years. The City will be utilizing the Capital Improvement Fund to make the lease payments.

City of Shawnee

By: _____
Andrea Weckmueller-Behringer

Title: City Manager

EXHIBIT B TO EQUIPMENT LEASE-PURCHASE AGREEMENT**LEASE NO. 124671****Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.****RENTAL PAYMENT SCHEDULE****RATE: 4.41%****Equipment Cost \$298,614.36 + Doc Fee \$300.00 = \$298,914.36**

	Date	Payment	Interest	Principal	Balance
Loan	02/21/2023				298,914.36
1	03/21/2023	8,880.78	1,014.32	7,866.46	291,047.90
2	04/21/2023	8,880.78	1,093.45	7,787.33	283,260.57
3	05/21/2023	8,880.78	1,029.86	7,850.92	275,409.65
4	06/21/2023	8,880.78	1,034.70	7,846.08	267,563.57
5	07/21/2023	8,880.78	972.79	7,907.99	259,655.58
6	08/21/2023	8,880.78	975.51	7,905.27	251,750.31
7	09/21/2023	8,880.78	945.81	7,934.97	243,815.34
8	10/21/2023	8,880.78	886.45	7,994.33	235,821.01
9	11/21/2023	8,880.78	885.96	7,994.82	227,826.19
10	12/21/2023	8,880.78	828.32	8,052.46	219,773.73
11	01/21/2024	8,880.78	825.68	8,055.10	211,718.63
12	02/21/2024	8,880.78	795.41	8,085.37	203,633.26
13	03/21/2024	8,880.78	715.68	8,165.10	195,468.16
14	04/21/2024	8,880.78	734.36	8,146.42	187,321.74
15	05/21/2024	8,880.78	681.05	8,199.73	179,122.01
16	06/21/2024	8,880.78	672.95	8,207.83	170,914.18
17	07/21/2024	8,880.78	621.40	8,259.38	162,654.80
18	08/21/2024	8,880.78	611.08	8,269.70	154,385.10
19	09/21/2024	8,880.78	580.02	8,300.76	146,084.34
20	10/21/2024	8,880.78	531.13	8,349.65	137,734.69
21	11/21/2024	8,880.78	517.46	8,363.32	129,371.37
22	12/21/2024	8,880.78	470.36	8,410.42	120,960.95
23	01/21/2025	8,880.78	454.44	8,426.34	112,534.61
24	02/21/2025	8,880.78	422.79	8,457.99	104,076.62
25	03/21/2025	8,880.78	353.17	8,527.61	95,549.01
26	04/21/2025	8,880.78	358.97	8,521.81	87,027.20
27	05/21/2025	8,880.78	316.41	8,564.37	78,462.83
28	06/21/2025	8,880.78	294.78	8,586.00	69,876.83
29	07/21/2025	8,880.78	254.05	8,626.73	61,250.10
30	08/21/2025	8,880.78	230.11	8,650.67	52,599.43
31	09/21/2025	8,880.78	197.61	8,683.17	43,916.26
32	10/21/2025	8,880.78	159.67	8,721.11	35,195.15
33	11/21/2025	8,880.78	132.23	8,748.55	26,446.60
34	12/21/2025	8,880.78	96.15	8,784.63	17,661.97
35	01/21/2026	8,880.78	66.35	8,814.43	8,847.54
36	02/21/2026	8,880.78	33.24	8,847.54	0.00
Grand Totals		319,708.08	20,793.72	298,914.36	

Final payment may vary due to the actual date payments were received.**City of Shawnee****By: _____**
Andrea Weckmueller-Behringer**Title: _____**
City Manager

EXHIBIT C TO EQUIPMENT LEASE-PURCHASE AGREEMENT
ACCEPTANCE CERTIFICATE

Welch State Bank
PO Box 129
Welch, OK 74369

Re: Equipment Lease-Purchase Agreement, dated February 21, 2023 (the "Agreement") between Welch State Bank ("Lessor") and City of Shawnee ("Lessee")

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

- (1) All of the Equipment (as defined in the Agreement) has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the required insurance coverage.
- (4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute as Event of Default (as defined in the Agreement) exists at the date hereof.

Acceptance Date: _____

Equipment Description: **2023 Freightliner 108SD VIN# 1FVHG5FE5PHUG1902 with PB Loader BC-10 Patcher SN# HPB-1931-21**

City of Shawnee

By: _____
Andrea Weckmueller-Behringer

Title: **City Manager** _____

EXHIBIT D TO EQUIPMENT LEASE-PURCHASE AGREEMENT

OPINION OF COUNSEL (On Counsel's Letterhead)

Welch State Bank
PO Box 129
Welch, OK 74369

As counsel for the City of Shawnee ("Lessee"), I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the "Agreement") dated February 21, 2023, by and between Lessee and Welch State Bank ("Lessor"), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma the ("State") as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee's Resolution, attached as Exhibit F to the Agreement.

The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

Lessee has complied with applicable public bidding requirements.

To the best of our knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement.

The signatures of the officers of Lessee which appear on the Agreement are true and genuine; we know said officers and know them to hold the offices set forth below their names.

Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings.

The Lessee has, in its Resolution, designated the Agreement as a "qualified tax-exempt obligation" under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Signature: _____

Printed Name: _____

Address: _____

Telephone: _____

Date: _____

EXHIBIT E TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.

CERTIFICATE OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the City of Shawnee and I do hereby certify (i) that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Agreement on behalf of Lessee, and (ii) that the budget year of Lessee is from

_____ to _____

Dated: _____

By: _____
Lisa Lasyone

Title: **City Clerk** _____

EXHIBIT F TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of the City of Shawnee (the "Lessee") held on February 21, 2023, the following resolution was introduced and adopted:

RESOLVED, whereas the governing body of Lessee has determined that a true and very real need exists for the acquisition of 2023 Freightliner 108SD VIN# 1FVHG5FE5PHUG1902 with PB Loader BC-10 Patcher SN# HPB-1931-21 (the "Equipment"), Lessee desires to finance the Equipment by entering into an Equipment Lease-Purchase Agreement with Welch State Bank as Lessor and City of Shawnee as Lessee (the "Agreement") pursuant to the State Bid, presented at the board meeting; and the Equipment will be used by Lessee for the purpose of:

RESOLVED, whereas the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such equipment,

RESOLVED, whereas the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by those persons so authorized by the governing body for such purpose,

BE IT RESOLVED, by the governing body of Lessee that:

The terms of said Agreement are in the best interests of Lessee for the acquisition of such Equipment and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to or attest, respectively, the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

Name and Title of Persons to Execute and Attest Agreement:

Andrea Weckmueller-Behringer, City Manager

RESOLVED, Lessee covenants that it will perform all acts within its power which are or may be necessary to insure that the interest portion of the Rental Payments coming due under the Agreement will at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2023 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Lessee.

Lisa Lasyone
Secretary/Clerk of Lessee

Attachments: Related Board Minutes

EXHIBIT G TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.

INSURANCE REQUIREMENTS

In accordance with the Equipment Lease-Purchase Agreement requirements for insurance coverage, the Lessee has instructed the insurance agent to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment as defined in the Agreement, and in an amount at least equal to the then applicable Purchase Price of the Equipment, evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Lessor "and/or its assigns" Loss Payee.
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming "Lessor and/or its Assigns" as an Additional Insured and with the following minimum coverage:

Equipment Description: 2023 Freightliner 108SD VIN# 1FVHG5FE5PHUG1902 with PB Loader BC-10 Patcher SN# HPB-1931-21

Equipment Value: \$298,614.36

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

Insurance Agent (provide name, address and telephone number):

Oklahoma Municipal Assurance Group
3650 S. Boulevard
Edmond, OK 73013
405-657-1400

Proof of insurance coverage or a "Self-Insurance" Letter must be provided to Lessor prior to the time the Equipment is delivered.

EXHIBIT H TO EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated February 21, 2023 Between Welch State Bank as Lessor and City of Shawnee as Lessee.

CERTIFICATE OF BANK ELIGIBILITY

This Certificate of Bank Eligibility is entered into and executed by the City of Shawnee as Lessee, supplementing and adding to the Equipment Lease-Purchase Agreement (the "Agreement").

Lessee hereby certifies that it has not issued or effected the issuance of, and reasonably anticipates that it and its subordinate entities shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000.00) of tax-exempt obligations during the 2023 calendar year and hereby designates the Agreement as a "qualified tax-exempt obligation", as defined by Section 256 (b)(3) of the Internal Revenue Code of 1986, as amended.

Lessee: City of Shawnee

By: _____
Andrea Weckmueller-Behringer

Title: City Manager

INVOICE INSTRUCTIONS

Please fill in below the address that invoices for the payments should be sent to:

Person/Department: Finance Department

Name of Lessee: City of Shawnee

Street/P.O. Box PO Box 1448

City, State, Zip Shawnee, OK 74802

Equipment Lease-Purchase Agreement between Welch State Bank as Lessor and City of Shawnee as Lessee dated February 21, 2023

Equipment Description: 2023 Freightliner 108SD VIN# 1FVHG5FE5PHUG1902 with PB Loader BC-10 Patcher SN# HPB-1931-21

Purchase Order or other information that must be on the invoice:

Name and phone number of person to contact if payment is not received by due date:

Name: Lindsey McNabb-Fox

Phone Number () 405-905-8072

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name <u>City of Shawnee</u>		2 Issuer's employer identification number (EIN) <u>73-6005424</u>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <u>PO Box 1448</u>	Room/suite	5 Report number (For IRS Use Only) <u>3</u>
6 City, town, or post office, state, and ZIP code <u>Shawnee, OK 74802</u>		7 Date of issue <u>02/21/2023</u>
8 Name of issue <u>Lease/Purchase</u>		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information <u>Lisa Lasyone, City Clerk</u>		10b Telephone number of officer or other employee shown on 10a <u>405-878-1610</u>

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► <u>Lease/Purchase</u>	18	<u>298,914.36</u>
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☒		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<u>02/21/2026</u>	<u>\$ 298,914.36</u>	<u>\$ N/A</u>	<u>3</u> years	<u>4.41</u> %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	☒
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	► Andrea Weckmueller-Behringer, City Mgr Type or print name and title
---	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ► _____			Firm's EIN ► _____	
Firm's address ► _____			Phone no. _____	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Shawnee

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 1448

Requester's name and address (optional)

6 City, state, and ZIP code

Shawnee, OK 74802

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

7	3	-	6	0	0	5	4	2	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STUART & CLOVER

February 22, 2023

Welch State Bank
PO Box 129
Welch, OK 74369

Re: Opinion of Counsel Letter

To Whom It May Concern:

The offices of Stuart & Clover, PLLC are counsel for the City of Shawnee, Oklahoma (“Lessee”). I have examined duly executed originals of the Equipment Lease-Purchase Agreement (the “Agreement”) dated February 21, 2023, by and between Lessee and Welch State Bank (“Lessor”), the proceedings taken by Lessee to authorize and execute the Agreement together with other related documents, and the Constitution of the State of Oklahoma (“State”) as presently enacted and construed. Based upon said examination and upon such other examination as I have deemed necessary or appropriate, it is my opinion that:

- Lessee was duly organized and is validly existing under the Constitution and laws of the State as a political subdivision of the State;
- The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to constitutional, statutory and/or home rule provisions which authorized this transaction and Lessee’s Resolution, attached as Exhibit F to the Agreement;
- Lessee has complied with applicable public bidding requirements, including those pursuant to State bidding provisions;
- To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or Federal, in any way affecting the validity of the Agreement;
- The signature of the officers of Lessee which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names;
- Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings;
- The lessee has, in its Resolution, designated the Agreement as a “qualified tax-exempt obligation” under Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Very truly yours,

Joseph Vorndran
FOR THE FIRM



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of a resolution approving a Project Agreement between the City of Shawnee and the Oklahoma Department of Transportation (ODOT) for bridge and approaches over Shawnee Creek.

Background: In 2021, the City began design efforts to replace the Main Street Bridge over Shawnee Creek, just west of Tucker Ave. The bridge is, and has been, posted at 10 tons and has received substandard ratings in recent year inspection reports.

In 2022, staff applied for and received a grant from the Oklahoma Development Finance Authority (ODFA) for \$750,000 for the project. In early 2023, staff requested and received notification for an additional \$1,000,000 award from the Oklahoma Department of Transportation's (ODOT) Bridge Formula Funding program. The combination of the two funding agreements puts \$1.75 million towards a project that is currently estimated to cost \$1.8 million.

It is in the best interest of the City of Shawnee to enter into a project agreement with ODOT for the replacement of the Main Street Bridge. City staff recommends approval of the item.

Financial Impact: \$1,000,000 to Capital Outlay-Equipment, 302-5-0920-54800

Attachments: DRAFT ODOT Main St Bridge Resolution, Combined Urban Funding Agreement - ODOT Let SHAWNEE BFP 36455(04)

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROJECT FUNDING AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR BRIDGE AND APPROACHES OVER SHAWNEE CREEK.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA:

THAT, WHEREAS, it is in the best interest of the City of Shawnee (Sponsor) to execute a Project Agreement for bridge and approaches over Shawnee Creek at the junction of East Main and Tucker Street in Shawnee (NBI 02810), Project Number J3-6455(004), State Job Piece Number 36455(04), by and between the City of Shawnee and the Oklahoma Department of Transportation (the Department), and

WHEREAS, the Sponsor agrees to work with the Department to replace NBI 02810, that the Sponsor agrees to assist the Department in meeting all federal requirements, and that the Sponsor maintains maintenance responsibility for the bridge,

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above-described agreement on behalf of the City of Shawnee.

PASSED AND APPROVED this ____ day of ____, 2023.

ED BOLT, MAYOR

ATTEST:

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of ____, 2023.

JOSEPH VORNDRAN, CITY ATTORNEY

**STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

BRIDGE AND APPROACHES OVER SHAWNEE CREEK AT THE JCT. OF EAST MAIN AND TUCKER
STREET IN SHAWNEE (NBI 02810)

Project No.: J3-6455(004)

State Job No.: 36455(04)

This Agreement, made the day and year last written below, by and between the City of **SHAWNEE**, hereinafter referred to as the Sponsor, and the Department of Transportation of the State of Oklahoma, hereinafter referred to as the Department, for the following intents and purposes and subject to the following terms and conditions, to wit:

WITNESSETH

WHEREAS, The Sponsor requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the Sponsor and described as follows:

Project Type	Div.	County	JP No	Project No.	Work Type	Description
BRIDGE & APPROACHES	03	POTTAWATOMIE	36455(04)	J3-6455(004)	BFP	BRIDGE AND APPROACHES OVER SHAWNEE CREEK AT THE JCT. OF EAST MAIN AND TUCKER STREET IN SHAWNEE (NBI 02810)

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the Sponsor has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the Sponsor assume certain financial responsibilities; and,

WHEREAS, the Sponsor is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the Sponsor and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the Sponsor, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of Sponsor funds in the future will be limited to appropriations and available funds in the then current Sponsor fiscal year.

NOW, THEREFORE: the Department and the Sponsor, in consideration of the mutual covenants and stipulations as set forth herein, do mutually promise and agree as follows:

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the

plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Protection Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Protection Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

3.5 If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the Sponsor warrants it will provide and be responsible for the Relocation Assistance Program and all costs associated with the Relocation Assistance Program. The Department, upon request, will provide a list of service providers who have been prequalified to administer the Relocation Assistance Program. The Sponsor agrees to employ a service provider from the prequalified list provided by the Department. Prior to any relocation assistance payments to the Sponsor, all files with parcels requiring relocation assistance shall be submitted to the Department for audit and compliance review. The Sponsor shall notify the Department within seven (7) days of the date of an offer to acquire being provided to a property owner(s) on any parcel which will require relocation assistance. Written notifications regarding service providers, in-house personnel, appeals, offers to acquire or other related correspondence shall be properly addressed and remitted as follows:

Oklahoma Department of Transportation
Local Government Division
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

- Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
- Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.
- Convey title to the State of Oklahoma on all tracts of land acquired in the name of the Sponsor if the project is located on the State Highway System.

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, BFP – Small Cities total estimated cost of **\$1,000,000**, as described below:

FUNDING SOURCE =>			BFP – Small Cities		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36455(04)	Construction - (With 6% Inspection)	\$1,790,588	80 up to a limit of	\$1,000,000	Remainder	\$790,588
Total		\$1,790,588	Total=>	\$1,000,000	Total=>	\$790,588

4.2 Furthermore, the Department and the Sponsor agree that actual BFP – Small Cities costs incurred by project phases (**JP 36455(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

- Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and Sponsor owned property when required, and other rights-of- way shown on said plans.
- Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.
- Prohibit parking on that portion of the project within the corporate limits of the Sponsor, except as may be indicated in the plans or hereafter approved by agreement with the Department. The Sponsor further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).
- Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.
- Maintain all right-of-way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.
- Have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.
 - b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
 - 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
- 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.

- 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
- 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
- 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.
- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.

- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.
- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans,

Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.
- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

1. During the performance of this agreement, the Sponsor, for itself, its assignees and successors in interest, agrees as follows:

1) **Compliance with Regulations:**

The Sponsor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation, made by the Sponsor for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor or subcontractor or supplier shall be notified by the Sponsor of the Sponsor's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, age, national origin, disability/handicap, or income status.

4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

In the event of the Sponsor's noncompliance with the nondiscrimination provisions of this agreement, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Sponsor under the agreement until the Sponsor complies and/or
- b. Cancellation, termination, or suspension of the agreement in whole or in part.

6) Incorporation of Provisions:

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party in writing.

SECTION 8: GOVERNING LAW AND VENUE

- 8.1 Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 9: DISPUTE RESOLUTION

- 9.1 The parties hereto have entered into this agreement in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to the filing of any court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this agreement shall be in Oklahoma County, State of Oklahoma. Each party shall bear any cost and attorney fees incurred by the party in such litigation.

SECTION 10: PRIOR UNDERSTANDINGS

- 10.1 This agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants or conditions and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

- 11.1 No changes, revisions, amendments or alterations in the manner, scope of type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this Agreement.

SECTION 12: RECORDS

12.1 The Sponsor is to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement for inspection by the DEPARTMENT and the State Auditor and Inspector, and copies thereof shall be furnished to the DEPARTMENT, if requested.

SECTION 13: HEADINGS

13.1 Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this agreement for any purpose.

SECTION 14: BINDING EFFECTS

14.1 This Agreement shall be binding upon and inure to the benefit of the ODOT and the Sponsor and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 15: SEVERABILITY

15.1 If any provision, clause or paragraph of this Agreement or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this Agreement which are not affected by the determination. The provisions, clauses or paragraphs of this Agreement and any documents incorporated by reference are declared severable.

SECTION 16: EFFECTIVE DATE

16.1 This Agreement shall become effective on the date of execution by the Department's Director or his designee.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the State Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation and the Sponsor has executed same pursuant to authority prescribed by law for the Sponsor.

The Sponsor, _____ on this ____ of _____, 20_____, and the Department on the _____ day of _____, 20_____.

THE CITY OF SHAWNEE

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF SHAWNEE

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Local Government Division Engineer Date

Director of Project Delivery Date

APPROVED AS TO FORM
AND LEGALITY

APPROVED

General Counsel Date

Deputy Director Date



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an Engineering Amendment 2 Proposal with CEC Corporation for professional design services regarding bridge and roadway design and construction plans for East Main Street over Shawnee Creek.

Background: In 2021, the City began design efforts with CEC to replace the Main Street Bridge over Shawnee Creek, just west of Tucker Ave. The bridge is, and has been, posted at 10 tons and has received substandard inspection reports in recent years.

In 2022, City staff applied and received a grant through the Oklahoma Development Finance Authority (ODFA) in the amount of \$750,000 for the project. In early 2023, City staff requested and received notification of an additional award in the amount of \$1,000,000 from the Oklahoma Department of Transportation's (ODOT) Bridge Formula Funding program. The combination of these two funding agreements puts \$1.75 million towards a project that is currently estimated to cost \$1.8 million.

The proposed amendment would cover CEC's effort involved in altering the current design documents to meet ODOT's standards for bidding and construction. City staff recommends approval of the item.

Financial Impact: The amendment is for \$23,800.00. It will be funded from account Capital Outlay Streets, 302-5-0920-54800; Project No. C-21-02A

Attachments: FTC 2023.1.31 Shawnee Bridge Replacement NBI No 02810 Amendment 2

Staff Recommendation: Approval of the item



ENGINEERING AMENDMENT 2 PROPOSAL

FOR



CITY OF SHAWNEE
SHAWNEE, OK

PHASE 2
BRIDGE AND ROADWAY DESIGN AND
CONSTRUCTION PLANS

FOR

EAST MAIN STREET OVER SHAWNEE CREEK
NBI NO. 02810
SHAWNEE, OKLAHOMA

CEC PROJECT NO. 200219

JANUARY 31, 2023

CEC Corporation
4555 W. Memorial Rd
Oklahoma City, OK 73142
Phone: 405.753.4200 | Fax: 405.260.9524
www.connectcec.com

PROJECT DESCRIPTION

CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to the City of Shawnee (hereinafter referred to as CLIENT). The following is our understanding of the project and scope of our recommended design services associated with the replacement of the existing E. Main Street bridge over Shawnee Creek (NBI No. 02810) in Shawnee, Oklahoma. This Amendment 2 will amend the original contract dated October 26, 2020 and Amendment 1 dated May 10, 2021.



Figure 1 – Project Location Map

GENERAL SCOPE OF ENGINEERING SERVICES

The scope of this amendment includes revisions to the previously signed final construction plans. The final construction plans, dated April 7, 2022, as prepared under Amendment 1 will be revised to meet the Oklahoma Department of Transportation (ODOT) plan requirements, specifications, and standard drawings.

ROADWAY PLANS:

Design plans will be revised as follows:

- Cover sheet will be revised to the ODOT standard cover sheet and all roadway plan sheets will be revised to the ODOT standard title block.
- Roadway pay items, pay item notes, and general construction notes will be revised to match ODOT standard pay items and notes.
- A Stormwater Management Plan and erosion control sheets will be added.

E. Main Street over Shawnee Creek
Amendment 2 | Shawnee, Oklahoma
1-31-23
Page 2 of 8

WATERLINE RELOCATION PLANS:

Design plans will be revised as follows:

- Waterline plan sheets will be revised to the ODOT standard title block
- Waterline pay items, pay item notes, and general construction notes will be revised to match ODOT standard pay items and notes.

TRAFFIC PLANS:

Design plans will be revised as follows:

- Traffic pay items, pay item notes, and general construction notes will be revised to match ODOT standard pay items and notes.

BRIDGE PLANS:

Design plans will be revised as follows:

- Bridge plan sheets will be revised to the ODOT standard title block
- Bridge pay items, pay item notes, and general construction notes will be revised to match ODOT standard pay items and notes.

GENERAL ITEMS:

- NEPA checklist and documents will be provided to ODOT for environmental clearance.
- Cost estimates will be updated and put into AWP.

SERVICES EXCLUDED FROM THE SCOPE OF WORK

- Construction staking
- Traffic study or engineering design
- Design of temporary earth retainage systems or any other structural design not covered in the scope outlined above
- An environmental study or report of any kind.
- Preparation of a FEMA Conditional Letter of Map Revision (CLOMR)
- Preparation of a FEMA Letter of Map Revision (LOMR)
- Coordination of an Individual 404 Permit
- ODEQ permit fees
- Railroad occupancy or construction permitting
- Railroad construction insurance
- Construction permitting
- Public meetings
- Design of private utility
- Utility connections to the new structure
- Temporary or permanent utility support structures
- Right-of-way acquisition services
- Legal description platted.

- Easement Field Staking

PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within one (1) week.

- Notice to Proceed – TBD
- 90% Plan Submittal – Four (4) weeks from Notice to Proceed
- 90% Plan Review Meeting – Six (6) weeks from Notice to Proceed
- Final PS&E Submittal – Four (4) weeks from 90% Plan Review Meeting

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested visits to the project site in excess of the stipulated maximum number of visits will be considered Additional Services.

PROPOSED ENGINEERING CONTRACT FEE SUMMARY

Construction Plan Revision:		
• Roadway, Traffic, Waterline, and General Items	\$	12,000.00 (Lump Sum)
• Bridge	\$	11,800.00 (Lump Sum)

TOTAL Proposed Engineering Fee **\$ 23,800.00 (Lump Sum)**

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. In lieu of subsequent contract documents, this document in its entirety, including the following Terms and Conditions page, shall govern as a contract between the signing parties. A returned signed copy of this proposal will be considered a ‘notice-to-proceed’ and will be a legally binding document. If the terms are agreeable, please sign and return a scanned copy/hard copy to me via email (john.hawkins@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.753.4627.

Submitted for approval by:

Accepted by:

DocuSigned by:
Taylor Barnes
7097A7AF3BBA4E1...
Taylor Barnes, P.E.
Transportation Practice Leader

By: _____

Date: **2/2/2023 | 12:09 PM CST**

Print: _____

Date: _____

Notes:

1. The fee shall be invoiced by CEC on a progressive basis either monthly or at the completion of each milestone submittal.
2. The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.
3. CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

1. Scope. The scope of work for the Engineering Services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

2. Standard of Care. CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. No other standards or warranties, expressed or implied apply. The Client will notify CEC in writing of any deficiencies in the services within 15 days of their discovery but not later than 120 days after substantial completion of the services. The Client will give CEC a reasonable opportunity to correct these deficiencies.

3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.

4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt, regardless of Client's receipt of payments from third parties. The Client will notify CEC in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. Overdue payments will accrue interest at the lower of 1½ percent per month or the maximum lawful rate. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination, plus termination and collection costs, including reasonable attorneys' fees and expenses. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for this agreement.

5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct or have control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from any of these factors.

7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs, reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting there from. Any technology, methodology, or technical information learned or developed by CEC will remain its property.

8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential. The Client will reimburse CEC to respond to any subpoena or governmental inquiry or audit related to the services at CEC's standard rates then in effect.

9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional coverage.

10. Limitation of Liability. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of CEC and its affiliates and sub-consultants and their employees, officers, and directors for all claims arising out of this Agreement or the services is limited to the compensation received by CEC under this agreement or \$25,000 whichever is greater. This limitation applies to all injuries, damages, claims, losses, expenses and defense costs, whether based in contract, negligence, strict liability, statutory, trespass, indemnity, misrepresentation or any other theory of liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if shorter, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages. CEC shall not be liable in any event for any special or consequential damages suffered by the client arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by the American Arbitration Association in accordance with their most recent Construction Mediation Rules, or by such other person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.

12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC.

13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.

14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing signed by all parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Director of Engineering
Subject: Consideration of an appeal of an Administrative Order regarding the demolition of the structure located at 623 Kickapoo Spur.

Background: The commercial structure at 623 N Kickapoo has been vacant for some time and has also been involved in several fires, including a recent structure fire that took place on December 21, 2022. Following that particular incident, the structure was brought to a Public Nuisance Administrative Hearing on January 26, 2023, and the owner appeared for the hearing.

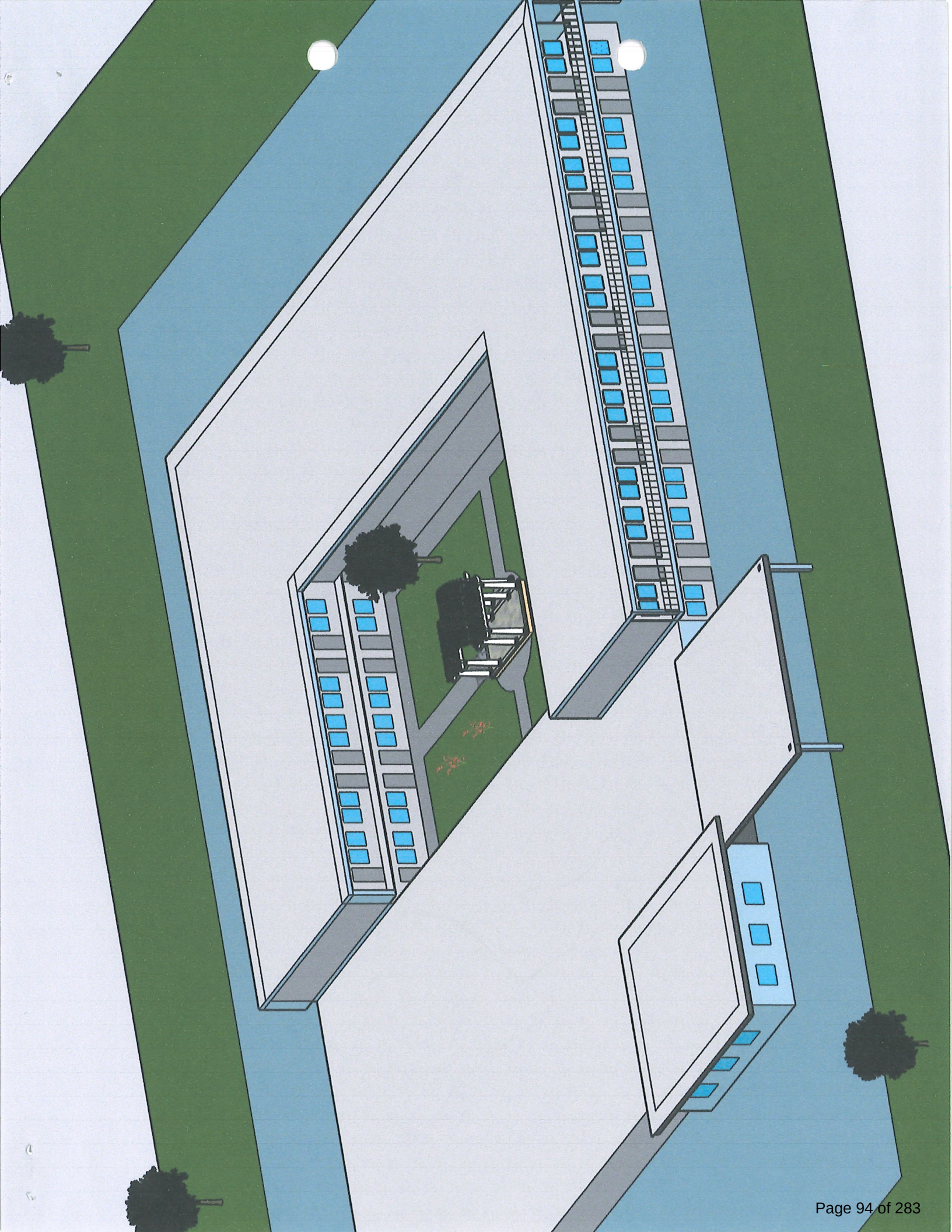
The commercial structure and property are not being maintained, and the owner has not made an effort to clean or secure the property. This particular property has garnered public concerns regarding decreased safety and diminished property values of the neighborhood. Since May of 2020, there have been ninety-seven (97) emergency service call dispatches to the address for trespassing, vandalism, or fire.

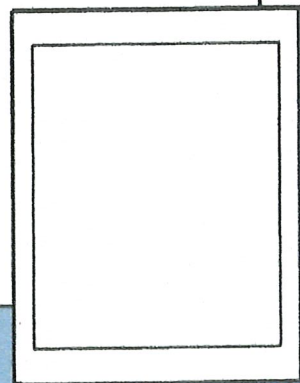
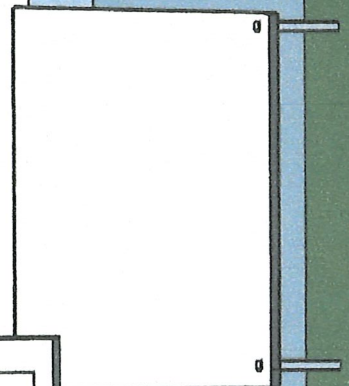
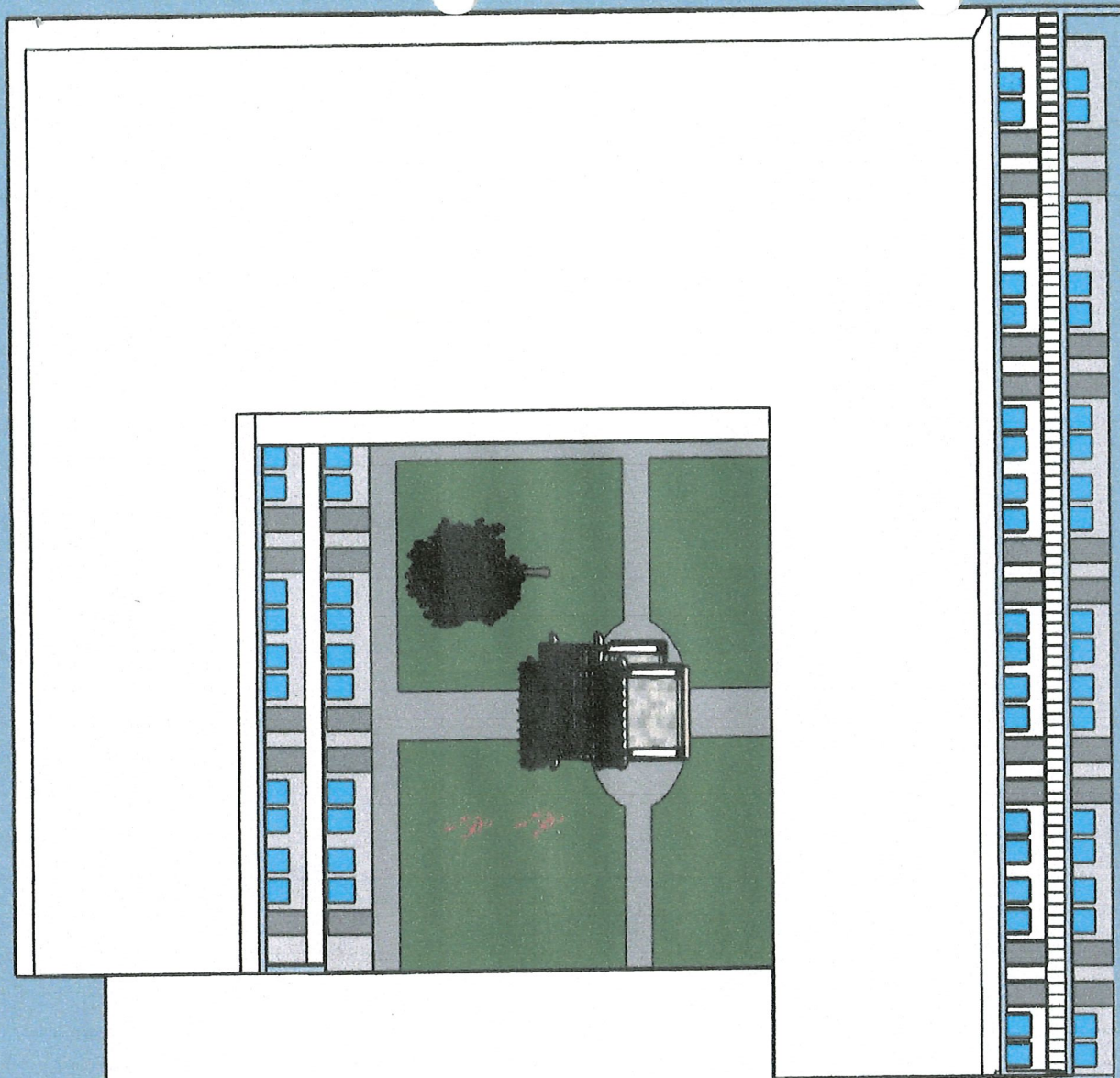
City staff requests denial of the appeal and the right to proceed with demolition.

Financial Impact: Unknown at this time

Attachments: 623 N Kickapoo Hearing Documents

Staff Recommendation: Denial of the appeal





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

ADMINISTRATIVE ORDER

Now, on this 26th day of January, 2023 this matter comes on for hearing at the appointed time pursuant to the Notice of Hearing Concerning Dilapidated Building(s), a copy of which is attached hereto and made a part hereof. The Code Enforcement Officer for the City of Shawnee appeared on behalf of said City and the Respondent:

/X appeared Dave Bostrom

/ / represented by legal counsel or other representative. _____

/ / failed to appear.

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

IT IS THEREFORE ORDERED that: (Address) 623 Kickapoo Spur

1) The Respondent shall commence the:

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

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

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

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

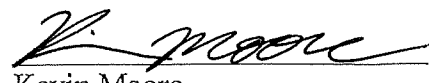
3) Permits shall be obtained prior to January 30th, 2023 and shall complete remodel/demo no later than 6 months from date of permit July 26th, 2023

4) Structure ordered to be razed/removed on or about February 6th, 2023



Property owner or Representative

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



Kevin Moore
Administrative Hearing Officer
City of Shawnee, Oklahoma

Staff Report ...

Public Nuisance Administrative Hearing

PROPERTY: 623 Kickapoo Spur St
BEG 823'S &; 946'W NE/C NE W338' S313' E338'
N313' POB.

OWNER: DESERT EAGLE PROPERTIES LLC

HEARING DATE: January 26, 2023

CAUSE: DILAPIDATED COMMERCIAL BUILDING

REFERENCE: Extensive Structural Decay

PREPARED BY: Kevin Moore

CASE SUMMARY:

- This action involves a 41,244 sqft two-story brick exterior and wood & steel framed commercial building which has been vacant since 2014 according to the city utility records.
- Other public nuisance cases: 1) Dilapidated Building, 2) Dwelling Unfit for Habitation 3) unsecured building
- Building Official Report: commercial building has extensive damage to the structure from the multiple fires that have happen on the structure and the west side there is a big opening from where the city had to make entry to knock down the roof structure over the pool to put the fire out . Upon my inspection we found doors that were unsecured and broken windows that are not secured ,The property is not being maintain.
- Notice mailed by Certificate of Mailing and posted upon property on or about January 10, 2023.
- There is no mortgage.

- taxes are not paid for 2022.

COMMENTS:

- This building was reported by a citizen as dilapidated, and the fire department and Staff confirmed that the commercial building was a dilapidated structure. Given the extent of deterioration, restoration is likely impractical. My recommendation is to pull a demo permit and remove the structure.

CURRENT STATUS:

- There has been no change in the building's physical condition as of ~~December~~ *January* 15, 2021.

RECOMMENDATION:

The building is dilapidated and a violation of **ARTICLE XII. - DILAPIDATED BUILDINGS** of the City's Code of Ordinances. Specifically, it can be considered dilapidated for the following criteria:

- 1) That, through neglect or injury, lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety or welfare of the general public.
 - 2) That is unfit for human occupancy due to the lack of necessary repairs and that is considered uninhabitable or that is a hazard to the health, safety and welfare of the general public
- The hearing officer should declare the property a dilapidation public nuisance and order it abated by demolition and removal. The abatement shall commence on or after Friday 2/10/23.

Sign In Sheet

(PLEASE PRINT)

MAILING ADDRESS

301 Harold Rd.
Brisbane, CA, 94005

Dilapidated Building

Hearing Checklist

ADDRESS 623 Kickapoo Spur

Date: 1-5-23

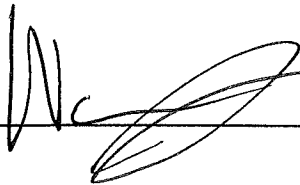
	yes	no
Water Service last date: 10 / 9 / 14		X
Taxes Paid 2022		X
Mortgage		X
Prior Notice date: / /		X
Vacant	X	
Structure Unsecured	X	
Vagrant Complaint(s)	X	
Nuisance Complaint(s)	X	
Photos of Property	X	
Proper Notice Served (owner)	X	
Proper Notice Served (mortgager)		X
Proper Notice Served (other)	X	
Property Posted	X	
Ran in paper date: 1 / 13 / 23	X	
Flood Plain		X
Fire Damage	X	
Inspector Report	X	

Building Inspections Preliminary Report

Address 623 Kickapoo Spur

- | | |
|---|---------------------|
| 1. Lack of structure maintenance | Yes - No |
| 2. Weather/elements entering roof structure | Yes - No |
| 3. Weather/elements entering windows or walls | Yes - No |
| 4. Weather/elements entering doors | Yes - No |
| 5. Exterior siding/ walls degraded | Yes - No |
| 6. Foundation degraded/failing | Yes - No |
| 7. Structure unsecured | Yes - No |
| 8. Nuisance complaints | Yes - No |
| 9. Vagrant complaints | Yes - No |
| 10. Structure fire | Yes - No |
| 11. Structure occupied without utilities | Yes - No |

Building Inspector



Date

1-5-22

Property Owner**Property Information****Name:** DESERT EAGLE PROPERTIES LLC **Physical Address:** 623 KICKAPOO SPUR**Mailing Address:** 1002 N BROADWAY
SHAWNEE, OK 74801-**Subdivision:****Block / Lot:** N/A / N/A**S-T-R:** 13-10-03**Type:** (CI) Comm. Impr.**Tax Dist:** (218) 93 Shawnee**Size (Acres):** 2.430**Extended Legal:** BEG 823'S &; 946'W NE/C NE W338' S313' E338' N313' POB.**Market and Assessed Values:****Taxes:**

	Taxable Market Value	Full Assessed (12.00% Market Value)	Estimated Taxes:	\$3,465
Land:	\$49,997	\$6,000	Homestead Credit:	\$0
Building:	231498	27780	Note: Tax amounts are estimates only. Contact the county tax collector for exact amounts.	
Total:	\$281,495	\$33,780		

Land:

Land Use	Size	Units
	2.43	Acres

Deed Transfers:

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantor	Code	Type
11/5/2020	2020	12642	SD	490.50	\$327,000	SHAYONA INVESTMENT LLC	MQ	
3/28/2005	2005	4243	Warr. Deed	810.00	\$540,000	SHAWNEE LODGING LLC	MQ	
6/30/2000	2000	9213	Warr. Deed	2580.00	\$1,720,000	MAD ENTERPRISES INC	MQ	
11/28/1994	2381	1	Warr. Deed	0.00	\$0	MELTON JIM & ETAL	U	

Home : Business Services : Corp Search : Corp Information

Entity Summary Information

Select the buttons below to file or place an order.

To view Entity Details there will be a \$5.00 charge and you will need to click on **VIEW ENTITY DETAILS** button at the bottom of the page.

If you are ordering documents such as a "Certificate of Good Standing" or "copies" you will need to click on the **ORDER DOCUMENTS** button at the bottom of the page.

If you are filing a legal document such as a trade name, amendment, annual certificate, etc., you will need to click on **FILE A DOCUMENT** button at the bottom of the page.

DESERT EAGLE PROPERTIES, LLC

Details

Filing Number: 3512841083
Name Type: Legal Name
Status: Inactive ⓘ
Corp type: Domestic Limited Liability Company
Jurisdiction: Oklahoma
Formation Date: 22 May 2020

Registered Agent Information

Name: JULIE THOMPSON
Effective: 1 Jan 2022
Address: 812 N POTTENGER
City, State , ZipCode: SHAWNEE OK 74801

[View Entity Detail](#)

[File a Document](#)

[Order Documents](#)

[New Search](#)

Tax Roll Inquiry

Pottawatomie County Treasurer



Buddy Anderson, Treasurer

325 N. Broadway Ste. 203 Shawnee, OK 74801

Phone: 405-273-0213

Fax: 405-275-8644

E-Mail: noreply@pottcotrea.org



28228889574

Owner Name and Address

DESERT EAGLE PROPERTIES LLC
1002 N BROADWAY
SHAWNEE OK 74801-0000

Taxroll Information

Tax Year : 2022
Property ID : 0000-13-010-003-0-017-00
Location : 623 KICKAPOO SPUR SHAWNEE 1
School District : 093S 93 SHAWNEE Mills : 102.6
Type of Tax : Real Estate
Tax ID : 9574

Legal Description and Other Information:

BEG 823'S & 946'W NE/C NE W338' S313' E338' N313' POB. 2.43 Acres

Assessed Valuations	Amount	Tax Values	Amount
Land	6000	Base Tax	3,466.00
Improvements	27780	Penalty	0.00
Net Assessed	33780	Fees	0.00
		Payments	1,733.00
		Total Paid	1,733.00
		Total Due	1,733.00

Date	Receipt	Paid With	Payment For	Amount	Paid By
12/20/2022	13846	Other	Taxes	1,733.00	David Bostrom (WEB CC)

2

202000012643
For Record in
POTTAWATOMIE OKLAHOMA
RACHEL FLEWALLEN, COUNTY CLERK
11-05-2020 At 03:03 PM.
WARR DEED 22.00
Instrument PG 1 OF 3
202000012643

Return To:
Desert Eagle Properties, LLC
301 Harold Road
Brisbane, CA 94005

WARRANTY DEED
(OKLAHOMA STATUTORY FORM)

Doc Stamps: N/A

Tax ID#: 0000-13-010-003-0-
030-00

Filed/insured by: First American Title Insurance Company
File No.: 2193300-SH01 (CC)

That **Courtyard Inn Property, LLC, an Oklahoma limited liability company**, (the "Grantor"), in consideration of the sum of TEN & NO/100-----Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto **Desert Eagle Properties, LLC, an Oklahoma limited liability company**, (the "Grantee"), the following described real property and premises situated in **Pottawatomie County, State of Oklahoma**, to wit:

SURFACE ONLY:

A tract of land described as beginning 823 feet South and 946 feet West of the Northeast Corner of the North Half of the Northeast Quarter (NE/C N/2 NE/4) of Section Thirteen (13), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence Westerly on the South right-of-way line of the said Kickapoo State Highway Connection a distance of 338 feet; thence Southerly a distance of 313 feet to the North right-of-way line of Poplar Street; thence Easterly on the North right-of-way of said Poplar Street a distance of 338 feet to a point 946 feet West of the East line of the Northeast Quarter of said Section 13; thence Northerly on a line parallel to and 946 feet West of the East line of said Section a distance of 313 feet to the point of beginning.

And

A tract of land described as beginning 823 feet South and 946 feet West of the Northeast Corner of the North Half of the Northeast Quarter (NE/C N/2 NE/4) of Section Thirteen (13), Township Ten (10) North, Range Three (3) East of the Indian Meridian, Pottawatomie County, Oklahoma; thence Southerly a distance of 313 feet to the North right-of-way line of Poplar Street; thence Easterly on the North right-of-way line of said Poplar Street a distance of 100 feet; thence Northerly 313 feet; thence West 100 feet to the point of beginning.

Property Address: 623 Kickapoo Spur, Shawnee, OK 74801

LESS & EXCEPT, ANY AND ALL INTEREST IN AND TO ALL OF OIL, GAS, COAL & OTHER MINERALS & ALL RIGHTS PERTAINING THERETO.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. LESS AND EXCEPT any interest in and to oil, gas, coal, metallic ores and other minerals therein and thereunder previously reserved or conveyed of record and all rights, interests and estates of whatsoever nature incident thereto or arising thereunder, and SUBJECT TO easements, rights of way, restrictive covenants of record.

First American Title 54 2193300



3/22

TO HAVE AND TO HOLD said described premises unto the Grantee, and to the heirs, successors and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

Signed and delivered this November 3, 2020.

Courtyard Inn Property, LLC, an Oklahoma limited liability company

By: Linda K Bostrom
Name: Linda K. Bostrom
Title: Manager

STATE OF Ca } ACKNOWLEDGMENT - OKLAHOMA FORM
COUNTY OF Riverside } ss.

This instrument was acknowledged before me on November 3, 2020, by **Linda K. Bostrom, Manager of Courtyard Inn Property, LLC, an Oklahoma limited liability company**

See attached
NOTARY PUBLIC

My Commission Expires:

All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

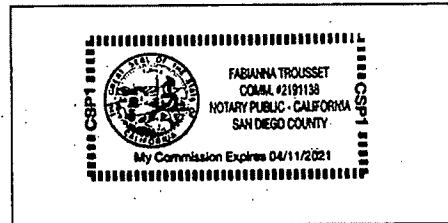
County of RIVERSIDE

On 11/03/2020 before me, FABIANNA TROUSSET NOTARY PUBLIC (here insert name and title of the officer),

personally appeared LINDA K BOSTROM

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand
and official seal.

Signature

For Bank Purposes Only

Description of Attached Document

Type or Title of Document WARRANT DEEDDocument Date 11/03/2020Number of Pages 2

Signer(s) Other Than Named Above

Account Number (if applicable)



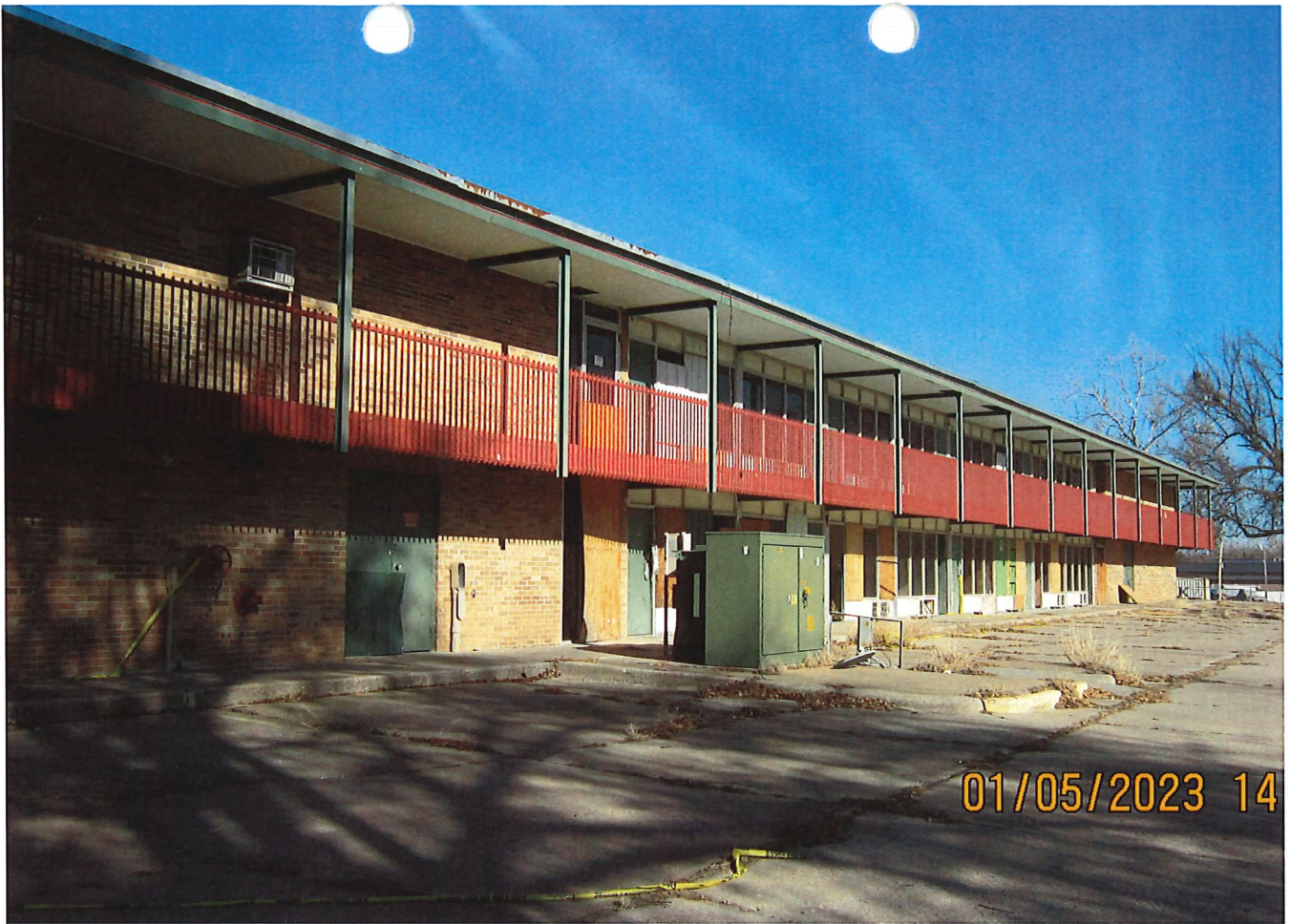
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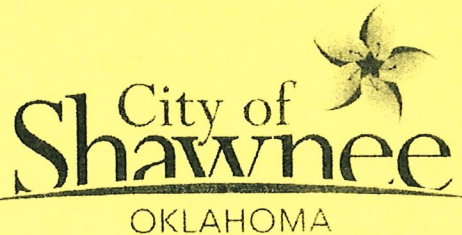












Notice of Hearing Concerning Dilapidated Building(s)

01/10/2023

DESERT EAGLE PROPERTIES LLC
1002 N BROADWAY
SHAWNEE, OK 74801

Problem Property: 623 KICKAPOO SPUR
Legal: BEG 823'S & 946'W NE/C NE W338' S313' E338' N313' POB

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

A public hearing will be held by and before a hearing officer of said City Planning department at 222 N. Broadway at **9:00AM** on **01/26/2023**; where testimony and any other evidence as to such building(s) and the condition thereof will be received and considered; a determination made; and order(s) issued as to whether;

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

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

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

THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

Warren Ingersoll
ACTION CENTER / CODE ENFORCEMENT

CC: JULIE THOMPSON 812 N POTTENGER SHAWNEE, OK. 74801

01/10/2023

NO
TRESPASSING
UNITED STATES
MARSHAL

DANGER
DO NOT ENTER
This area is restricted
to authorized personnel
only. No unauthorized
persons are allowed
to enter.

Notice
This notice is posted
to inform you of the
restricted access to
this area. No
unauthorized persons
are allowed to enter.

AFFIDAVIT OF PUBLICATION

(Published One Time in The County Democrat, January 13, 2023).

NOTICE OF HEARING CONCERNING DILAPIDATED BUILDING(S)

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

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

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PROPERTIES IN VIOLATION AND TIME OF HEARINGS

9:00 AM 623 Kickapoo Spur Hotel - Beg 823's & 946' w NE/4 NE W338' S313' E338' N313' POB - Desert Eagle Properties LLC.

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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION
By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

SS.

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

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

January 13, 2023

Publishing Fee \$ 72.00

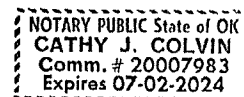
1st Renee' Wortham

Subscribed and sworn to before me this 13th

day of January, 20 23

1st Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



Name and Address of Sender

Check type of mail or service:

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

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

Postmark and Date of Receipt

Article Number

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Desert Eagle Prop. Llc.

1002 N. Broadway
Shawnee, OK. 74801

.57

.55

Julie Thompson

812 N. Pottenger
Shawnee, OK. 74801

.57

.55

4.

5.

6.

7.

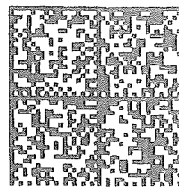
8.

Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Post Office of receiving employee(s)

See Privacy Act Statement on Reverse



FP **US POSTAGE**
\$ 001.10
 CONNECTION
 ZIP 74801
 01/10/2023
 034A 0081801630

79181

AFFIDAVIT OF PUBLICATION

(Published One Time in The County Democrat, January 13, 2023).

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9:00 AM 623 Kickapoo Spur Hotel - Beg 823's & 946' w NE/4 NE W338' S313' E338' N313' POB - Desert Eagle Properties LLC.

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By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT

STATE OF OKLAHOMA
COUNTY OF POTTAWATOMIE

ss.

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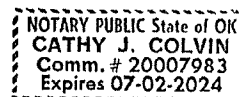
1st Renee' Wortham

Subscribed and sworn to before me this 13th

day of January, 20 23

1st Cathy J. Colvin
Notary Public

My commission expires: 07/02/24



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THE CITY OF SHAWNEE, OKLAHOMA
A MUNICIPAL CORPORATION

By: WARREN INGERSOLL
ACTION CENTER / CODE ENFORCEMENT



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

Date: February 21, 2023
To: Board of City Commissioners
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a resolution of the City of Shawnee authorizing the application for an American Rescue Plan Act (ARPA) grant from the Oklahoma Water Resources Board.

Background: In 2022, the State of Oklahoma, through legislation, directed \$9,931,194 of the State's ARPA funding to the City of Shawnee for the exclusive use for water and wastewater infrastructure improvements. The Oklahoma Water Resources Board (OWRB) is the state entity responsible for disbursing those funds to the City of Shawnee. OWRB's administrative process requires the City of Shawnee to submit a grant application to help ensure that the City and State comply with all federal regulations associated with the ARPA funds.

The projects funded through this grant will address critical water and sewer infrastructure needs for the City of Shawnee. The project is estimated to replace over 7,500 linear feet of sewer lines and more than 25,000 linear feet of water lines, and has a direct benefit to 742 utility service connections.

It is important to note that the state legislation provides for up to 4% of the grant allocation to remain with OWRB for administrative costs associated with servicing the program, which would reduce the City's total receipt of funds by up to \$397,000.

Financial Impact: Direct grant funding of up to \$9,931,194 depending on OWRB administrative costs

Attachments: Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE AUTHORIZING THE APPLICATION FOR AMERICAN RESCUE PLAN ACT (ARPA) GRANT FROM THE OKLAHOMA WATER RESOURCES BOARD.

WHEREAS, critical public water supply infrastructure needs have made it justifiable to apply for OWRB ARPA grant funds, and

WHEREAS, the State of Oklahoma directly allocated funds through legislation for the City of Shawnee's water and wastewater line replacement projects, and

WHEREAS, it is in the best interest of the citizens of Shawnee to expedite the preparation and submission of an application for financial assistance from the Oklahoma Water Resources Board in the form of a grant.

NOW, THEREFORE, BE IT RESOLVED by the City of Shawnee that the aforementioned situation is hereby recognized and declared to exist, and by reason thereof, Ed Bolt, Mayor of the City of Shawnee, is hereby authorized and directed to sign an application and related documents necessary to file and process an ARPA grant application with the Oklahoma Water Resources Board on behalf of the City of Shawnee.

PASSED, APPROVED, AND ADOPTED this 21st day of February, 2023, by the City of Shawnee.

ED BOLT, MAYOR

(SEAL)
ATTEST:

LISA LASYONE, CMC, CITY CLERK



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer, Engineering Director
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 7 “Buildings and Building Regulations”; adopting the 2018 International Building Code, 2020 National Electrical Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Residential Code, 2018 Existing Building Code; repealing all Sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire Chapter with a reference to the City Fee Schedule.

Background: Periodically, the City of Shawnee updates its building codes to maintain compliance with industry standards and changes in building technology. The City is currently operating under the 2015 code series.

The State of Oklahoma adopts statewide minimum code standards regulating building, mechanical, electrical, and plumbing work performed in the State. Local jurisdictions must, at minimum, adopt regulations that are compliant with the statewide minimum code standards:

- On September 14, 2021, the Oklahoma Uniform Building Code Commission (OUBCC) adopted the 2018 editions of the International Building Code (IBC), International Existing Buildings Code (IEBC), International Fuel Gas Code (IFGC), International Mechanical Code (IMC), and International Plumbing Code (IPC).
- On September 14, 2022, the OUBCC adopted the 2018 edition of the International Residential Code (IRC) and the 2020 National Electric Code.

The City of Shawnee now must adopt the statewide minimum codes to be in compliance with the State. Staff will be providing a summary of significant changes in the Residential Code to local contractors and the Shawnee Homebuilders Association in an effort to lessen the impact of the change in codes. Lastly, the attached Ordinance sets an effective date of April 15th, 2023, which is more than 50 days from its anticipated passage – allowing time for any pending applications and plans to be submitted utilizing the previous code standards and providing a window of education for Shawnee's development community.

Although the State allows jurisdictions to adopt more stringent standards, City staff is requesting that the minimum code standards be adopted at this time.

Financial Impact: N/A

Attachments: Building Code Ord - 2018 update - Chapter 7

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA CREATING, AMENDING, AND REPEALING PORTIONS OF CHAPTER 7 “BUILDINGS AND BUILDING REGULATIONS”; ADOPTING THE 2018 INTERNATIONAL BUILDING CODE, 2020 NATIONAL ELECTRICAL CODE, 2018 INTERNATIONAL FUEL GAS CODE, 2018 INTERNATIONAL MECHANICAL CODE, 2018 INTERNATIONAL PLUMBING CODE, 2018 INTERNATIONAL RESIDENTIAL CODE, 2018 EXISTING BUILDING CODE; REPEALING ALL SECTIONS IN CONFLICT THEREWITH AND PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE; AND REPLACING SPECIFIC DOLLAR-FEE AMOUNTS THROUGHOUT THE ENTIRE CHAPTER WITH A REFERENCE TO THE CITY FEE SCHEDULE.

WHEREAS, the Oklahoma Uniform Building Code Commission has adopted the 2018 International Building Code, 2020 National Electrical Code, 2018 International Fuel Gas Code, 2018 International Mechanical Code, 2018 International Plumbing Code, 2018 International Residential Code, 2018 Existing Building Code of Chapter 7 “Buildings and Building Regulations”.

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

SECTION 1: Chapter 7, Article II, Section 7-31 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Building Code, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-1-19 is hereby adopted. Such code shall be in full force and effect within the city to the same extent as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 2: Chapter 7, Article III, Division 1, Section 7-61 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the National Electrical Code, 2020 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extend as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 3: Chapter 7, Article III, Division 1, Section 7-62 is created to read:

Section NEC 690.31 (D) (2) is amended by inserting the following:

All PV System conductors shall be marked with the wording PHOTOVOLTAIC POWER SOURCE or SOLAR PV DC CIRCUIT by means of permanently affixed labels or other approved permanent marking.

SECTION 4: Chapter 7, Article III, Division 3, Section 7-156 is amended to read:

- (a) No person shall do or cause to be done any interior or exterior electrical wiring or any electrical construction, electrical installation or alteration of any electrical wiring, apparatus or fixtures within the city without first having obtained an electrical construction permit number for the work from the office of the electrical inspector. A permit for such work shall not be issued to any person who has failed to comply with this Code. Permits to do electrical work shall be issued only to licensed electrical contractors. Permits shall not be required for maintenance work or for repair work if the maintenance and repair work does not require alteration or rearrangement of an electrical installation.
- (b) The applicant for a permit, as required in this section, shall, prior to doing any work requiring a permit, call the office of the electrical inspector and give the name of the electrical contractor who is to do such work and the address where the work is to be done.

- (c) Any electrical contractor who proceeds to do work requiring a permit, without following the requirements of this section, shall be assessed double the amount of the fee that should have been paid, which sum shall be deducted from his bond if not otherwise paid.
- (d) If the electrical inspector or any of his assistants finds electrical work in progress on any job for which no electrical construction permit has been issued, he shall immediately order all such electrical work to cease, and any person who thereafter does electrical work on such job before an electrical construction permit has been issued shall be guilty of an offense.
- (e) *Miscellaneous permit fee*: A miscellaneous permit fee in the amount provided by the city fee schedule.

SECTION 5: Chapter 7, Article IV, Section 7-266 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Fuel Gas Code, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extent as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 6: Chapter 7, Article V, Division 1, Section 7-297 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Mechanical Code, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extent as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 7: Chapter 7, Article V, Division 2, Section 7-331 is amended to read:

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

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

Section IMC-106.5.2 is amended by inserting the following:

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

SECTION 8: Chapter 7, Article VI, Division 1, Section 7-361 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Plumbing Code, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extent as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 9: Chapter 7, Article VI, Division 1, Section 7-362 is amended to read as follows:

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

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

Section 106.6.2 is amended by inserting the following:

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

Section IPC-106.6.3(2) is hereby deleted.

Section IPC-106.6.3(3) is hereby deleted.

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

Section 903.1 shall read, insert: 6 inches.

SECTION 10: Chapter 7, Article VIII, Section 7-461 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Residential Code with Appendix Q, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extent as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

SECTION 11: Chapter 7, Article VIII, Section 7-462 is amended to read:

The International Residential Code for One- and Two-Family Dwellings with Appendix Q, 2018 edition, adopted in section 7-461 is amended as follows:

R101.1 (page 1 second line) is amended by inserting the following: City of Shawnee, Oklahoma.

Table R301.2 (1) Climatic and Geographic Design Criteria, insert:

- Ground snow load = 10 psf
- Wind Design
 - Wind speed = 115 mph
 - Topographical Effects = No
 - Special Wind Region = No
 - Wind Borne Debris = No
- Seismic design category = B
- Weathering = moderate
- Frost line depth = 18 inches
- Termite = moderate to heavy
- Winter design temp = 13
- Ice Barrier Underlayment = yes
- Flood hazards = as determined by the most current version of the FEMA Map and documentation.
- Air Freezing Index = 329
- Mean Annual Temp = 60.5

Section P2603.5.1: Insert: 6 inches; 6 inches

SECTION 12: Chapter 7, Article IX, Section 7-491 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Existing Building Code, 2018 edition, as amended and modified in Oklahoma Administrative Code (OAC) 748: 20-1-1 to 748: 20-15-17 is hereby adopted. Such code shall be in full force and effect within the city to the same extend as if set forth in full in this section; provided, however, that in the event of a conflict between any provision of such code and any provision of the ordinances of the city, the latter shall govern.

Section 101.1 Insert: City of Shawnee, Oklahoma.

SECTION 13: REPEALER. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 14: SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 15: EFFECTIVE DATE. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect April 15, 2023, provided that nothing shall prevent an applicant from voluntarily electing to utilize the provisions of this ordinance prior to the effective date.

PASSED AND APPROVED this _____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2023.

DRAFT



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

Date: February 21, 2023
To: Board of City Commissioners
From: Seth Barkhimer
Subject: Consideration of a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 7 "Buildings and Building Regulations".

Background: The adoption of the 2018 International Mechanical Code (IMC) necessitates additional inspections that are not included in the City of Shawnee's current City Fee Schedule. The proposed resolution adopts a flat rate "Miscellaneous Permit Fee" that can be used for inspections of fireplaces as required in the 2018 IMC previously adopted by the Oklahoma Uniform Building Code Commission.

This is the only fee change related to moving from the 2015 to 2018 building code series. City staff recommends approval of the resolution.

Financial Impact: N/A

Attachments: Resolution, Exhibit A

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF SHAWNEE, OKLAHOMA AMENDING PORTIONS OF CHAPTER 7 – “BUILDINGS AND BUILDING REGULATIONS”; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

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

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

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

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

Section 1. Section 7-156 of Article III of Chapter 7 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art III Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50
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Section 2. Section 7-331 of Article V of Chapter 7 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art V Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50
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Section 3. Section 7-362 of Article VI of Chapter 7 shall include the following fee to the City Fee Schedule:

Part II Chapter 7 Art VI Sec 7-362 (h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50
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Section 6. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”), 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 February, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee-- COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
-Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Initial Electrical Contractor Fee	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Electricians. Qualifications. Issuance of Certificate of Registration: Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			

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

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			
-Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			

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



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

Date: February 21, 2023
To: Board of City Commissioners
From: James Kriwanek, Fire Marshal
Subject: Consideration of an ordinance of the City of Shawnee, Oklahoma creating, amending, and repealing portions of Chapter 13 "Fire Prevention and Protection"; adopting the 2018 International Fire Code; repealing all sections in conflict therewith and providing for severability; setting an effective date; and replacing specific dollar-fee amounts throughout the entire chapter with a reference to the City Fee Schedule.

Background: Periodically, the City of Shawnee updates its fire code to maintain compliance with modern, up-to-date fire prevention regulations addressing conditions hazardous to life safety and property from fire, explosion, handling or use of hazardous materials, and the use and occupancy of buildings and premises. The City is currently operating under the 2015 code series.

The State of Oklahoma adopts statewide minimum code standards regulating fire codes throughout the State. Local jurisdictions must, at minimum, adopt regulations that are compliant with the statewide minimum code standards:

- On September 14, 2021, the Oklahoma Uniform Building Code Commission (OUBCC) adopted the 2018 edition of the International Fire Code (IFC).

The City of Shawnee now must adopt the statewide minimum code to be in compliance with the State. City staff also recommends the inclusion of Appendix "D" of the 2018 International Fire Code in the ordinance; this appendix will provide more detailed elements for fire apparatus access roads, aerial fire apparatus access roads, and fire apparatus access to large multifamily residential developments and large one-or-two family residential developments. Lastly, the attached Ordinance set an effective date of April 15, 2023 – allowing any pending applications and plans to be submitted utilizing the previous code standards and providing a window of education for our development community.

Although the State allows jurisdictions to adopt more stringent standards, City staff is requesting that the minimum code standards be adopted at this time.

Financial Impact: \$1,550.00 annually, for books and subscriptions

Attachments: Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SHAWNEE, OKLAHOMA CREATING, AMENDING, AND REPEALING PORTIONS OF CHAPTER 13 “FIRE PREVENTION AND PROTECTION”; ADOPTING THE 2018 INTERNATIONAL FIRE CODE; REPEALING ALL SECTIONS IN CONFLICT THEREWITH AND PROVIDING FOR SEVERABILITY; SETTING AN EFFECTIVE DATE; AND REPLACING SPECIFIC DOLLAR-FEE AMOUNTS THROUGHOUT THE ENTIRE CHAPTER WITH A REFERENCE TO THE CITY FEE SCHEDULE.

WHEREAS, the Oklahoma Uniform Building Code Commission has adopted the 2018 International Fire Code of Chapter 13 “Fire Prevention and Protection”.

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

SECTION 1: Chapter 13, Article I, Section 13-3 is amended to read:

- (a) *Permits required.* A property owner or owner’s authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the fire code official, or designee, and obtain the required permit.
- (b) *Application for permit.* Application for a permit required by this section shall be made to the fire code official, or designee, in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official.
- (c) *Payment of fees.* Permit fees, if any, shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.
- (d) *Authority of permit; fees.* A permit shall constitute permission to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property; or to install equipment utilized in connection with such activities; or to install or modify any fire protection system or equipment or any other construction, equipment installation or modification in accordance with the provisions of the International Fire Code. Such permission shall not be construed as authority to violate, cancel, or set aside any of the provisions of this Code or other applicable regulations or laws of the jurisdiction. Said permit shall remain in effect until revoked, or for such period of time as specified on the permit. Permits are not transferable and any change in occupancy, operation, tenancy, or ownership shall require that a new permit be issued at the rates as described in the city fee schedule:
 - 1. Operating a special amusement building.
 - 2. Conducting a carnival or fair.
 - 3. Displays in covered malls of liquid or gas fired equipment, open flame or flame producing equipment, highly combustible goods and similar items.
 - 4. Operating exhibits and trade shows.
 - 5. Manufacture, storage, handling, sale, or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects.
 - 6. Open burning for any purpose other than recreational fires.
 - 7. Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.
 - 8. Installation of or modification to an automatic fire-extinguishing system.
 - 9. Installation of or modification to fire alarm and detection systems.
 - 10. Installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.
 - 11. Install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid tank.

12. Installation, modification, or removal from service of a standpipe system.

- (e) *Operational permit fee*: Any other operational permit fee, not described above, in the amount provided by the city fee schedule.
- (f) The fire code official, or designee, shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

SECTION 2: Chapter 13, Article I, Section 13-9 is repealed:

Secs. 13.9 – 13.35. – Reserved

SECTION 3: Chapter 13, Article II, Section 13-36 is amended to read:

A certain document, one copy of which is on file in the office of the city clerk, being marked and designated as the International Fire Code with Appendix D, 2018 edition, as published by the International Code Council, as it is amended and modified from time to time, be and is hereby adopted as the fire code of the city, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said fire code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 13-37.

SECTION 4: Chapter 13, Article II, Section 13-37 is amended to read:

The fire prevention code adopted in Section 13-36, the same being the International Fire Code, 2018 Edition with Appendix D, as it is amended and modified from time to time, is hereby amended as follows:

Section 101.1 insert: City of Shawnee, Oklahoma.

Section 110.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$500.00 or by imprisonment not exceeding 60 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4 is amended by inserting the following:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine established in the City Fee Schedule.

SECTION 5: Chapter 13, Article IV, Section 13-139 is amended to read:

An application for a permit for a fireworks display must be submitted to the fire code official, or designee, with a permit fee in an amount as set in the city fee schedule. Prior to issuing permits for fireworks display, plans for the display, inspections of the display site, and demonstrations of the display operations shall be approved by the fire code official. Every display shall be handled by an approved competent operator, and the person or organization making application for a permit must present a general liability insurance policy in the amount as described in the city fee schedule. The fire code official is to inspect the site prior to the event for the purpose of determining if it has appropriate access for fire trucks and equipment.

The fire code official, or designee, shall collect fees for each individual permit which is part of the annual permit once the detailed records are submitted and remit such fees to the Oklahoma Uniform Building Code Commission pursuant to 59 O.S. § 1000. 25. A processing fee shall be charged in the amount provided by the city fee schedule.

SECTION 6: REPEALER. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

SECTION 7: SEVERABILITY. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Commission hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 8: EFFECTIVE DATE. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect April 15, 2023, provided that nothing shall prevent an applicant from voluntarily electing to utilize the provisions of this ordinance prior to the effective date.

PASSED AND APPROVED this _____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY



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

Date: February 21, 2023
To: Board of City Commissioners
From: James Kriwanek, Fire Marshal
Subject: Consideration of a resolution of the City of Shawnee updating the City Fee Schedule by amending portions of Chapter 13 "Fire and Fire Prevention".

Background: The adoption of the 2018 International Fire Code (IFC) necessitates additional inspections that are not included in the City of Shawnee's current City Fee Schedule. With the approval of the previous agenda item, the City Fee Schedule can now be amended by resolution to reflect the necessary changes to fees.

Financial Impact:

Attachments: Resolution , Exhibit A

Staff Recommendation:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SHAWNEE, OKLAHOMA UPDATING THE CITY FEE SCHEDULE BY AMENDING PORTIONS OF CHAPTER 13 “FIRE PREVENTION AND PROTECTION”.

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

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

WHEREAS the Mayor and the City Commission of Shawnee, Oklahoma wishes to update the City Fee Schedule in a manner described below so as to set fees pursuant to Chapter 13.

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

Section 1. Section 13-3 of Article I of Chapter 13 shall include the following fees to the City Fee Schedule:

Part II Chapter 13 Art I Sec 13-3(d)1	Fire Prevention and Protection	Operating a special amusement building.	\$50
Part II Chapter 13 Art I Sec 13-3(d)2	Fire Prevention and Protection	Conducting a carnival or fair.	\$50
Part II Chapter 13 Art I Sec 13-3(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.	\$50
Part II Chapter 13 Art I Sec 13-3(d)4	Fire Prevention and Protection	Operating exhibits and trade shows.	\$50
Part II Chapter 13 Art I Sec 13-3(d)5	Fire Prevention and Protection	Manufacture, storage, handling, sale, or use of any quantity of explosive, explosive material, fireworks, or pyrotechnic special effects.	\$50
Part II Chapter 13 Art I Sec 13-3(d)6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires.	\$25

Part II Chapter 13 Art I Sec 13-3(d)7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ Per sq. ft.
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee.	\$100
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100
Part II Chapter 13 Art I Sec 13-3(d)9	Fire Prevention and Protection	Installation of fire alarm and detection system fee.	\$100 plus .02¢ Per sq. ft.
Part II Chapter 13 Art I Sec 13-3(d)9	Fire Prevention and Protection	Modification to fire alarm and detection system fee.	\$100
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100 plus .02¢ Per sq. ft.
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100
Part II Chapter 13 Art I Sec 13-3(d)11	Fire Prevention and Protection	Install, alter, remove, abandon, or otherwise dispose of a flammable or combustible liquid tank.	\$100
Part II Chapter 13 Art I Sec 13-3(d)12	Fire Prevention and Protection	Installation, modification, or removal from service of a standpipe system.	\$100
Part II Chapter 13 Art I Sec 13-3(e)	Fire Prevention and Protection	Operational Permit Fee	\$50
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Permit Processing Fee	.50¢

Section 2. Section 13-139 of Article IV of Chapter 13 shall include the following fees to the City Fee Schedule:

Part II Chapter 7 Art IV Sec 13-139	Fire Prevention and Protection	Firework display permit fee	\$100 per site	
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Part II Chapter 7 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks display permit general liability insurance		\$1,000,000.00
Part II Chapter 7 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4	
Part II Chapter 7 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢	

Section 3. **Adoption and Update of City Fee Schedule.** That attached hereto is the updated portion of the City Fee Schedule as created above (Exhibit “A”). 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 February, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Shawnee, OK Code of Ordinances - Fee, Fine, Bond, And Insurance Dollar Amount						
MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-3 (d)1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			
Part II Chapter 13 Art I Sec 13-3(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 13-3(d)4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			
Part II Chapter 13 Art I Sec 13-3(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 13-3(d)6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-3(d)7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3(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 13-3(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 13-3(e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			

MUNICIPAL CODE SITE	DEPARTMENT	DESCRIPTION	FEE	FINE	BOND	INSURANCE
Part II Chapter 13 Art I Sec 13-8(b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art I Sec 13-9(a)	Fire Prevention and Protection	Installation Fee For a Woodburning (Solid Fuel) Stove	\$15			
Part II Chapter 13 Art II Sec 13-37 Sec 110.4 & Sec 112.4	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 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			



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

Date: February 21, 2023
To: Board of City Commissioners
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a resolution authorizing the modification of the security with respect to certain outstanding indebtedness of the Shawnee Municipal Authority, specifically adding one-half of one percent (0.50%) of sales tax revenue to the security pledge; approving and authorizing the execution of a sales tax agreement; and containing other provisions related thereto.

Background: On January 10, 2023, the Shawnee voters approved a 0.5% sales tax for uses including water, wastewater, and roadway infrastructure, as well as debt service obligations associated with capital improvement projects. This resolution authorizes the pledging of the 0.5% sales tax as collateral for all existing loans held with the Oklahoma Water Resources Board (OWRB).

The impetus of this item was the Wastewater Treatment Plant project which encompasses over \$117 million in critical public infrastructure improvements. The last loan associated with that project totaled \$65,635,000 and required the enactment of the Utility Improvement Fee to satisfy the debt service coverage requirements. With the approval of the sales tax by the voters, the debt service coverage requirement can now be satisfied with the sales tax, and the Utility Improvement Fee can be rescinded.

The Wastewater Treatment Plant project includes the replacement of a 40-year old wastewater treatment plant and the conversion of a 70-year old wastewater treatment plant into a lift station. The project will provide protection of citizen health and safety, promotion of continued community growth, and allow for future expansion capabilities to support the next generation.

Financial Impact: None

Attachments: Resolution

Staff Recommendation: Approval of the item

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE MODIFICATION OF THE SECURITY WITH RESPECT TO CERTAIN OUTSTANDING INDEBTEDNESS OF THE SHAWNEE MUNICIPAL AUTHORITY, SPECIFICALLY ADDING ONE-HALF OF ONE PERCENT (0.50%) OF SALES TAX REVENUE TO THE SECURITY PLEDGE; APPROVING AND AUTHORIZING THE EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Shawnee Municipal Authority (the “Authority”), currently has outstanding its (i) Utility System Revenue Note, Series 2016 dated June 8, 2016, issued in the original principal amount of \$5,410,000.00; (ii) Series 2019 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated May 28, 2019, issued in the original principal amount of \$5,380,000.00; (iii) Series 2019A Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated September 19, 2019, issued in the original principal amount of \$37,920,000; (iv) Series 2021A Drinking Water SRF Promissory Note to Oklahoma Water Resources Board dated May 28, 2021, issued in the original principal amount of \$17,460,000; (v) Series 2021 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated June 24, 2021, issued in the original principal amount of \$13,500,000; and (vi) Series 2022 Clean Water SRF Promissory Note to Oklahoma Water Resources Board dated August 31, 2022, issued in the original principal amount of \$65,635,000 (collectively, the “Existing Indebtedness”); and

WHEREAS, pursuant to the provisions of the loan documents securing the Existing Indebtedness, the Authority has covenanted to maintain sufficient rates and charges to ensure a debt coverage requirement of at least 125% of the maximum annual amount required for debt service on all obligations on a parity with or secured by a lien senior to the lien on the Existing Indebtedness (the “Rate Covenant”); and

WHEREAS, the Authority can either raise rates and charges in an amount sufficient or pledge additional security to meet said Rate Covenant; and

WHEREAS, the Authority desires to pledge additional collateral for the Existing Indebtedness by modifying the security to include a year to year pledge of one-half of one percent (0.5%) of sales tax revenue, in addition to the water and sanitary sewer system revenues (the “Modification”); and

WHEREAS, this Modification shall not constitute a new debt obligation of the Authority; and

WHEREAS, the City of Shawnee, Oklahoma (the “City”) hereby authorizes and approves the modification to the security.

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

SECTION 1. MODIFICATION OF SECURITY. The Authority is authorized to pledge the revenues from a one-half of one percent (0.50%) sales tax in addition to the existing pledge of water and sanitary sewer system revenues for purposes of securing the Existing Indebtedness, provided however, said Modification shall not constitute a new debt obligation of the Authority or City.

SECTION 2. EXECUTION OF NECESSARY DOCUMENTS. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City are hereby authorized and directed on behalf of the City to execute and deliver a Sales Tax Agreement by and between the City and the Authority pertaining to the year-to-year pledge of the sales tax revenue for purposes of securing the Existing Indebtedness, and to further execute and deliver all necessary documentation and closing and delivery papers required by Bond Counsel in connection with the Modification; and to execute, record and file any and all the necessary documents, and to consummate the transaction contemplated hereby.

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PASSED AND APPROVED THIS 21ST DAY OF FEBRUARY, 2023.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Shawnee, Oklahoma.

I further certify that the Board of Commissioners of the City of Shawnee, Oklahoma held a Regular Meeting at 6:00 o'clock P.M. on February 21, 2023, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Commissioners at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Commissioners present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 21ST DAY OF FEBRUARY, 2023.

CITY OF SHAWNEE, OKLAHOMA

(SEAL)

City Clerk



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

Date: February 21, 2023
To: Board of City Commissioners
From: Jacob Foos, Assistant City Manager
Subject: Consideration of an ordinance repealing portions of the Shawnee Municipal Code, Chapter 26 "Utilities," by repealing a Utility Improvement Fee established by Ordinance No. 2770NS; and providing for repeal; providing for codification; and providing for severability; and declaring an emergency.

Background: As noted in the previous agenda item, on January 10, 2023, the Shawnee voters approved a 0.5% sales tax for uses including water, wastewater, and roadway infrastructure, as well as debt service obligations associated with capital improvement projects. With the approval of the previous agenda item to exchange the Utility Improvement Fee with the 0.5% sales tax as collateral for all existing loans held with the Oklahoma Water Resources Board (OWRB), the Utility Improvement Fee can now be rescinded. The timing of this action will ensure that no utility customer is charged the Utility Improvement Fee.

Financial Impact: None

Attachments: Ordinance

Staff Recommendation: Approval of the item

ORDINANCE NO. _____

AN ORDINANCE REPEALING PORTIONS OF THE SHAWNEE MUNICIPAL CODE, CHAPTER 26 “UTILITIES,” BY REPEALING A UTILITY IMPROVEMENT FEE ESTABLISHED BY ORDINANCE NO. 2770NS; AND PROVIDING FOR REPEAL; PROVIDING FOR CODIFICATION; AND 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 Chapter 26 of the Shawnee Municipal Code of Ordinances of the City of Shawnee, Oklahoma so as to repeal a utility improvement fee upon utility customers which was adopted by Ordinance No. 2770NS;

WHEREAS, the City Commission has determined that such modification and amendment is necessary and in the best interest of the citizens of the City of Shawnee to provide more efficient administration of city departments; and

WHEREAS, the Mayor and City Commissioners wish to implement those changes:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COMMISSIONERS OF THE CITY OF SHAWNEE, OKLAHOMA THAT CHAPTER 26 OF THE SHAWNEE MUNICIPAL CODE BE AMENDED AS FOLLOWS:

Section 1. [repeal of Utility Improvement Fee] Amends City Code Chapter 26 “Utilities”, Article II “Water and Sewer Rates and Fees”, by repealing Section 26-30 [formerly ”Utility Improvement Fee”], which shall repeal the monthly fee for Utility Improvements adopted by Ordinance No. 2770NS through the adoption of the following language:

Section 26-30 – Reserved.

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

Section 3: Codification and Fee Schedule Update. This Ordinance, and its Appendix, shall be codified in the Shawnee Municipal Code, and update the City Fee Schedule, and the codifier is authorized to set out the ordinance as appropriate.

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

Section 5: Emergency 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 _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY

PASSED AND APPROVED and the emergency clause voted on separately this _____
day of _____, 2023

ED BOLT, MAYOR

ATTEST: (SEAL)

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this _____ day of _____, 2023.

JOSEPH M. VORNDRAN
CITY ATTORNEY

DRAFT



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

Date: February 21, 2023
To: Board of City Commissioners
From: Jacob Foos, Assistant City Manager
Subject: Consideration of a resolution updating the City Fee Schedule by removing the monthly rate of the Utility Improvement Fee pursuant to Chapter 26, Article II, Section 26-30, of the City Code; and providing for the re-adoption of the City Fee Schedule in whole.

Background: As noted in the previous agenda item, on January 10, 2023, the Shawnee voters approved a 0.5% sales tax for uses including water, wastewater, and roadway infrastructure, as well as debt service obligations associated with capital improvement projects. With the approval of the previous agenda item to rescind the Utility Improvement Fee by ordinance, the City Fee Schedule can now be amended by resolution to reflect the elimination of the fee.

Financial Impact: None

Attachments: Resolution, Exhibit A, Exhibit B

Staff Recommendation: Approval of the item

RESOLUTION NO. _____

A RESOLUTION UPDATING THE CITY FEE SCHEDULE BY REMOVING THE MONTHLY RATE OF THE UTILITY IMPROVEMENT FEE PURSUANT TO CHAPTER 26, ARTICLE II, SECTION 26-30, OF THE CITY CODE; AND PROVIDING FOR THE RE-ADOPTION OF THE CITY FEE SCHEDULE IN WHOLE.

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

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

WHEREAS, Ordinance No. 2770NS, relating to the Utility Improvement Fee in Chapter 26, Article II, Section 26-30, has since been repealed;

WHEREAS, the City Commission wishes to update the City Fee Schedule in a manner described below so as to remove the monthly rate for the Utility Improvement Fee pursuant to Section 26-30;

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

Section 1. The monthly Utility Improvement Fee shall be removed from the City Fee Schedule in full.

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

PASSED AND APPROVED this _____ day of _____, 2023.

ED BOLT, MAYOR

ATTEST:
(SEAL)

LISA LASYONE, CMC, CITY CLERK

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

		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			
		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			

		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$15.27			
		Over 1,000	\$3.38			
		Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: COMMERCIAL				

		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$19.11			
		Over 1,000	\$3.29			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for consumption outside the city limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			

Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment 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			
Part II Chapter 26 Art II Sec 26-30	Utilities	Utility Improvement Fee:				
		Effective March 1, 2023	\$5.00 per month, per account.			
		Effective March 1, 2024	\$9.75 per month, per account.			
		Effective March 1, 2025	\$14.50 per month, per account.			
		Effective March 1, 2026	\$19.25 per month, per account.			
		Effective March 1, 2027	\$24.00 per month, per account.			

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			
Part II Chapter 4 Art I Sec 4-5 (a) (7)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Wholesaler's License	\$3,500			

<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 I Sec 4-5 (a) (8)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim Wine and Spirits Wholesaler's License	\$3,000			
Part II Chapter 4 Art I Sec 4-5 (a) (9)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Class B wholesaler's License	\$625			
Part II Chapter 4 Art I Sec 4-5 (a) (10)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim beer distributor's License	\$750			
Part II Chapter 4 Art I Sec 4-5 (a) (11)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Package store's License	\$905			
Part II Chapter 4 Art I Sec 4-5 (a) (12)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Interim retail wine license	\$1,000			
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			

<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) (15)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Bottle Club's License--Initial and Renewal	\$1,000; and \$900			
Part II Chapter 4 Art I Sec 4-5 (a) (16)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal. If caterer is holder of a mixed beverage license issued by the city	\$ 1,250.00			
Part II Chapter 4 Art I Sec 4-5 (a) (17)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Caterer's License--Initial and Renewal.	\$1,005; and \$905			
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			

<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 (b)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: License Fee for Section 501 (c) (19) exempt service organizations	\$500			
Part II Chapter 4 Art I Sec 4-5 (c) (1)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: Annual Public Event License	\$1,005			
Part II Chapter 4 Art I Sec 4-5 (c) (2)	Alcoholic Beverages	Occupation Tax Schedules/Liquor License: One- time public event license	\$255			
Part II Chapter 4 Art I Sec 4-7 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		
Part II Chapter 4 Art I Sec 4-9 (b)	Alcoholic Beverages	Posting of signs by business: Spread of Minimum Fine and Maximum Fine		\$2,500 to \$5,000		
Part II Chapter 4 Art I Sec 4-9 (c)	Alcoholic Beverages	Posting of signs by business: Failure to post a sign Fine		\$500		
Part II Chapter 4 Art II Sec 4-43 (c)	Alcoholic Beverages	License for retail dealer. Annual license fee for retail dealer of nonintoxicating beverages, e.g. 3.2 beer: Sales On Premises versus Sales Off Premises	On Premises \$20; Off Premises \$10			
Part II Chapter 4 Art II Sec 4-47 (b)	Alcoholic Beverages	Possession by minors: Maximum Fine		\$500		

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

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 5 Art I Sec 5-17	Animals	Abandoning animals in public or private place: Fine upon conviction		\$200		
Part II Chapter 5 Art I Sec 5-18	Animals	Use of traps: Fine		\$100		
Part II Chapter 5 Art I Sec 5-20 (a)	Animals	Animal a nuisance: Bond			\$500	
Part II Chapter 5 Art I Sec 5-20 (g)	Animals	Animal a nuisance: Fine		\$200		
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Initial Seizure and Impoundment Fee	\$30			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Per Day Seizure and Impoundment Fee	\$10			
Part II Chapter 5 Art II Sec 5-50	Animals	Impoundment: Seizure and Impoundment-- Use of Tranquilizer Fee	\$20			
Part II Chapter 5 Art II Sec 5-51 (d)	Animals	Redemption: Maximum Fine		\$500		
Part II Chapter 5 Art III Div 2 Sec 5-111 (b)	Animals	Dogs: Annual Fee for Adult Unaltered Male or Female Note: Seniors 50% Discount	\$20			

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

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Part II Chapter 5 Art IV Div 2 Sec 5-276	Animals	Cats. Annual Fee for Adult altered Male or Female Note: Seniors 50% Discount	\$10			
Part II Chapter 5 Art IV Div 2 Sec 5-281	Animals	Cats. Issuance of duplicate tags: Fee to Replaces lost or stolen Cat License Tag	\$1			
Part II Chapter 5 Art IV Div 3 Sec 5-307 (1)&(2)	Animals	Cats. Redemption; release: Initial Impoundment Fee; and Per Day Impoundment Fee	\$30; and \$10			
Part II Chapter 5 Art IV Div 3 Sec 5-308	Animals	Cats. Adoption in Lieu of Disposal Fee; together with spay/neuter deposit and cost of city license tag	\$10; and \$50			
Part II Chapter 5 Art IV Div 4 Sec 5-338 (a)	Animals	Cats. Kennels: Cat Kennel Operation Annual License	\$200			

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Part II Chapter 5 Art V Sec 5-372	Animals	Dog and Cat Sterilization. Sterilization or agreement and deposit required for adoption	\$50			
Part II Chapter 5 Art V Sec 5-374 (2)	Animals	Maximum Fine of Violation of Form Agreement		\$500		
Part II Chapter 5 Art V Sec 5-379	Animals	Dog and Cat Sterilization. Failure to Comply: Maximum Fine		\$500		
CHAPTER 6: AVIATION						
Part II Chapter 6 Art III Sec 6-58 (b)	Aviation			\$500		
CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS						
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(1)	Buildings and Building Regulations	New Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--RESIDENTIAL	\$0.17 per square feet			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 (a)(2)	Buildings and Building Regulations	Remodel or Alteration of Existing Structure-- Construction of a Room, Addition, Building, or Structure Fee--COMMERCIAL	\$0.20 per square feet			
Part II Chapter 7 Art II Sec 7-32 (a)(3)	Buildings and Building Regulations	Construction of an accessory structure (between 200-400 Feet): Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(4)	Buildings and Building Regulations	Plan Check Fee for Building Plan Review	25% of the building permit fee			
Part II Chapter 7 Art II Sec 7-32 (a)(5)	Buildings and Building Regulations	Removal of Structure to Another Location Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(6)	Buildings and Building Regulations	Demolition Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(7)	Buildings and Building Regulations	Swimming Pool Permit Fee	\$60			
Part II Chapter 7 Art II Sec 7-32 (a)(8)	Buildings and Building Regulations	Driveway Permit Fee	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(9)	Buildings and Building Regulations	Minimum Permit Fee	\$20			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art II Sec 7-32 (a)(11)	Buildings and Building Regulations	Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art II Sec 7-32 (a)(12)	Buildings and Building Regulations	Permit Processing Fee	.50¢			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art II Sec 7-32 Sec 114.4	Buildings and Building Regulations	Maximum Fine		\$500		
Part II Chapter 7 Art II Sec 7-32 Sec 115.3	Buildings and Building Regulations	Unlawful Continuance Minimum and Maximum Fine Amounts		\$100, \$500		
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (a)	Buildings and Building Regulations	Initial Electrical Contractor Fee	\$100			
		Electricians. Qualifications. Issuance of Certificate of Registration:				
Part II Chapter 7 Art III Div 3 Sec 7-126 (b)	Buildings and Building Regulations	Annual Renewal Electrical Contractor Fee	\$75			
Part II Chapter 7 Art III Div 3 Sec 7-156 (e)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
		Electrical Inspection Fees.				
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Change of an existing Service, Single Family Residence Fee--Up to 200 amps	\$50			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee--200 to 400 amps	\$100			
Part II Chapter 7 Art III Div 3 Sec 7-160 (e)	Buildings and Building Regulations	Electrical Inspection Fees. Change of an existing Service, Single Family Residence Fee-- 400+ amps	\$150			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: First Occurrence	\$25			
Part II Chapter 7 Art III Div 3 Sec 7-160 (f)	Buildings and Building Regulations	Electrical Inspection Fees. Reinspection made because of defective work: Subsequent occurrence(s)	\$50			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art III Div 3 Sec 7-160 (i)	Buildings and Building Regulations	Permit Processing Fee	.50¢			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (c)	Buildings and Building Regulations	Fuel and Gas Code. Change of existing service	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: First Occurance	\$25			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (d)	Buildings and Building Regulations	Fuel and Gas Code. Reinspacetion made because of defective work: Subsequent occurance(s)	\$50			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (e)	Buildings and Building Regulations	Fuel and Gas Code. Boring Fee	\$60			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art IV Sec 7-267 Section IFGC-106.6.2. (g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 1 Sec 7-299	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Maximum Fine		\$500		
Part II Chapter 7 Art V Div 1 Sec 7-302 (a)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Initial Contractor License Fee	\$100			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 1 Sec 7-302 (b)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Registration with City: Annual Renewal Contractor Fee	\$75			
Part II Chapter 7 Art V Div 2 Sec 7-331(c)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Change of existing service fee	\$25 (\$500 max)			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work First Occurrence	\$25			
Part II Chapter 7 Art V Div 2 Sec 7-331(d)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Reinspection fee because of defective work Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art V Div 2 Sec 7-331(f)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: New or change of existing equipment	\$20 per ton			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art V Div 2 Sec 7-331(g)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Commercial refrigeration	\$20 per HP			
Part II Chapter 7 Art V Div 2 Sec 7-331(h)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Chilled water-cooling system	\$20 per ton			
Part II Chapter 7 Art V Div 2 Sec 7-331(i)	Buildings and Building Regulations	Refrigeration, Air Conditioning, and Forced Air Heating. Permits and Inspections. Permits Fees: Boiler	\$20 per unit			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art V Div 2 Sec 7-331(j)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-331(k)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(c)	Buildings and Building Regulations	Plumbing. Change of existing service fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: First Occurrence	\$25			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art VI Div 1 Sec 7-362(d)	Buildings and Building Regulations	Plumbing. Reinspection fee because of defective work: Subsequent Occurrence(s)	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(e)	Buildings and Building Regulations	Plumbing. Boring Fee	\$50			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 7 Art VI Div 1 Sec 7-362(g)	Buildings and Building Regulations	Permit Processing Fee	.50¢			
Part II Chapter 7 Art V Div 2 Sec 7-362(h)	Buildings and Building Regulations	Miscellaneous Permit Fee	\$50			
Part II Chapter 7 Art VI Div 2 Sec 7-397	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Initial	\$100			
Part II Chapter 7 Art VI Div 2 Sec 7-398 (a)	Buildings and Building Regulations	Registration of Plumbers. Qualifications and Registration Fees -- Annual Renewal Fee	\$75			
Part II Chapter 7 Art VI Div 2 Sec 7-399 (b)	Buildings and Building Regulations	Registration of Plumbers. Liability Insurance Minimums				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art VII Sec 7-432	Buildings and Building Regulations	International Property Maintenance Code: Minimum and Maximum Fine Amounts		\$50, \$500		
Part II Chapter 7 Art X Sec 7-521	Buildings and Building Regulations	Fair Housing. Maximum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XIII Sec 7-612	Buildings and Building Regulations	Demolitions of Buildings: Maximum Fine		\$500		
Part II Chapter 7 Art XIII Sec 7-614 (b)	Buildings and Building Regulations	Demolitions of Buildings: License Fee	\$75			
Part II Chapter 7 Art XIII Sec 7-615	Buildings and Building Regulations	Demolitions of Buildings: Surety Bond			\$10,000	
Part II Chapter 7 Art XIII Sec 7-616 (b)	Buildings and Building Regulations	Demolitions of Buildings: Liability Insurance Minimums				\$50,000, \$100,000, \$50,000
Part II Chapter 7 Art XIV Sec 7-646 (a)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing	\$75			
Part II Chapter 7 Art XIV Sec 7-646 (b)	Buildings and Building Regulations	Storm Cellars: Annual License Fee for engaging in the business of constructing or repairing -- Late Fee	\$15			
Part II Chapter 7 Art XIV Sec 7-647 (a)	Buildings and Building Regulations	Storm Cellars: Surety Bond for engaging in the business of constructing or repairing			\$2,000	
Part II Chapter 7 Art XIV Sec 7-648 (b)	Buildings and Building Regulations	Storm Cellars: Liability Insurance Minimums for engaging in the business of constructing or repairing				\$5,000, \$10,000, \$5,000
Part II Chapter 7 Art XV Div 1 Sec 7-676	Buildings and Building Regulations	Moving of Buildings: Minimum Fine		\$500		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Minimum Fine	\$25			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building up to 24 feet in width	\$50			
Part II Chapter 7 Art XV Div 2 Sec 7-713	Buildings and Building Regulations	Moving of Buildings: Permit Fee: For building 30 feet to 32 feet in width	\$75			
Part II Chapter 7 Art XV Div 2 Sec 7-714 (b)	Buildings and Building Regulations	Moving of Buildings: Surety Bond			\$2,000	
Part II Chapter 7 Art XV Div 2 Sec 7-715 (b)	Buildings and Building Regulations	Moving of Buildings: Minimum Liability Insurance				\$5,000, \$10,000 \$5,000
Part II Chapter 7 Art XV Div 2 Sec 7-716 (c)	Buildings and Building Regulations	Moving of Buildings: Clean up Deposit Prior to Issuance	\$500			
Part II Chapter 7 Art XV Div 2 Sec 7-717	Buildings and Building Regulations	Moving of Buildings: Time Limits for Completion of Moving-- per day fee for exceeding allowable days in permit	\$10			
CHAPTER 8: BUSINESS, PERMITS, AND LICENSES						

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

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

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

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Part II Chapter 12 Art III Sec 12-66	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Maximum Cash Bond		\$1,000		
Part II Chapter 12 Art III Sec 12-67	Court	Bond of Clerk and Judge; Fees, Fines, and Forfeitures: Release on personal recognizance Maximum Bail		\$1,000		
Part II Chapter 12 Art V Sec 12-118 (a)	Court	Imprisonment; Judgments and Sentences. Enforcement of payments of fines or costs by imprisonment-- Persons unable to pay: Imprisonment Rate per day for financially able defendant	\$25			
Part II Chapter 12 Art V Sec 12-119	Court	Imprisonment; Judgments and Sentences. Municipal Court judgments and sentences Maximum Fine for deferred sentence administrative fee		\$500		
Part II Chapter 12 Art VI Sec 12-145	Court	Court costs and fees. Maximum Court Costs		\$30		

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Part II Chapter 12 Art VI Sec 12-149 (b)	Court	Appeals. Upon conviction, the judge of the municipal court will enter an order on the docket fixing an amount in which bond may be given by the defendant, in cash or sureties for cash in an amount of not less than \$100.00 nor more than twice the amount of such fine.			\$100 or more	
Part II Chapter 12 Art VI Sec 12-152	Court	Penalty for exceeding the posted speed limit. Maximum Fine, Maximum Court Costs		\$10; and \$15		
CHAPTER 13: FIRE PREVENTION AND PROTECTION						
Part II Chapter 13 Art I Sec 13-3 (d)1	Fire Prevention and Protection	Operating a special amusement building fee	\$50			
Part II Chapter 13 Art I Sec 13-3(d)2	Fire Prevention and Protection	Conducting a carnival or fair fee	\$50			
Part II Chapter 13 Art I Sec 13-3(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 13-3(d)4	Fire Prevention and Protection	Operating exhibits and trade shows fee	\$50			

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Part II Chapter 13 Art I Sec 13-3(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 13-3(d)6	Fire Prevention and Protection	Open burning for any purpose other than recreational fires fee	\$25			
Part II Chapter 13 Art I Sec 13-3(d)7	Fire Prevention and Protection	Operating an air-supported temporary membrane structure, a temporary special event structure, or a tent having an area in excess of 400 square feet.	\$100 per structure			
Part II Chapter 13 Art I Sec 13-3(d)8	Fire Prevention and Protection	Installation of an automatic fire-extinguishing system fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Modification to an automatic fire-extinguishing system fee. To include installation or modification of an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 8	Fire Prevention and Protection	Installation of or modification to an automatic hood suppression system fee.	\$100			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Installation of fire alarm and detection systems fee.	\$100 plus .02¢ per sq. ft.			
Part II Chapter 13 Art I Sec 13-4 (d) 9	Fire Prevention and Protection	Modification to fire alarm and detection systems fee.	\$100			
Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Installation of fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			

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Part II Chapter 13 Art I Sec 13-3(d)10	Fire Prevention and Protection	Modification to fire pumps and related fuel tanks, jockey pumps, controllers, and generators.	\$100			
Part II Chapter 13 Art I Sec 13-3(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 13-3(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 13-3(e)	Fire Prevention and Protection	Operational Permit Fee	\$50			
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art I Sec 13-3(f)	Fire Prevention and Protection	Permit Processing Fee	.50¢			
Part II Chapter 13 Art I Sec 13-8(b)	Fire Prevention and Protection	False Alarm maximum fine if convicted		\$750		
Part II Chapter 13 Art I Sec 13-9(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 110.4 & Sec 112.4	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 per site			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Fireworks Display Permit General Liability Insurance Policy				\$1,000,000
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Oklahoma Uniform Building Code Commission Permit Fee	\$4			
Part II Chapter 13 Art IV Sec 13-139	Fire Prevention and Protection	Permit Processing Fee	.50¢			
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			
Part II Chapter 14 Art II Div 2 Sec 14-70 (3)	Floods	Floodplain management fee schedule: Floodplain Development Permit Fee	\$25			

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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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						\$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 15-37 (b)	Health & Sanitation	Ambulances: Minimum Insurance Per Vehicle				
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (b)	Health & Sanitation	Maximum Penalty		\$500		
		Emergency Calls:				
Part II Chapter 15 Art II Div 1 Sec 15-58 (c)	Health & Sanitation	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			
		Sprayers and Exterminators:				
Part II Chapter 15 Art III Sec 15-122 (a)	Health & Sanitation	Annual License Fee	\$25			

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

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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			
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			

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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		
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		

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Part II Chapter 19 Art XI Div 2 Subdiv I Sec 19-453 (c) (d)	Motor Vehicles and Traffic	Central business district. Illegal parking fine		\$5		
Part II Chapter 19 Art XI Div 4 Sec 19-696 (d)	Motor Vehicles and Traffic	Heavy Vehicles. Load limits on bridges: Maximum Fine		\$200		
CHAPTER 20: OFFENSES AND MISC. PROVISIONS						
Part II Chapter 20 Art I Sec 20-7 (b)	Offenses and Miscellaneous Provisions	Maximum Penalty For Removing, Destroying, or Defacing Decorations		\$500		
Part II Chapter 20 Art I Sec 20-8 (c)	Offenses and Miscellaneous Provisions	Assault, Battery: Use of Taser Fee	\$30			
Part II Chapter 20 Art I Sec 20-9	Offenses and Miscellaneous Provisions	Blasphemy: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-10 (c)	Offenses and Miscellaneous Provisions	Fortunetelling: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-11 (b)	Offenses and Miscellaneous Provisions	Disorderly House: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-12 (b)	Offenses and Miscellaneous Provisions	Consuming or Inhaling Intoxicants in Public Places: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-13 (b)	Offenses and Miscellaneous Provisions	Abandoned Refrigerators, Iceboxes, or Airtight Containers: Maximum Penalty		\$500		

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Part II Chapter 20 Art I Sec 20-14 (d)	Offenses and Miscellaneous Provisions	Disturbing Assemblies: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-15	Offenses and Miscellaneous Provisions	Disturbance by loud or unusual noise or abusive, violent, profane, or threatening language: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-16 (b)	Offenses and Miscellaneous Provisions	Insulting Displays: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-17 (a)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-17 (b)	Offenses and Miscellaneous Provisions	Fraud to Obtain Food, Lodging, or Services: Maximum Penalty under this Subsection		\$500		
Part II Chapter 20 Art I Sec 20-18 (d)	Offenses and Miscellaneous Provisions	Petit Larceny: Maximum Penalty upon Conviction		\$500		
Part II Chapter 20 Art I Sec 20-21 (e)	Offenses and Miscellaneous Provisions	Shoplifting: Range of fines		\$50 to \$200		
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		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-26 (b)	Offenses and Miscellaneous Provisions	Radio and Television Interference: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-27 (c)	Offenses and Miscellaneous Provisions	Trespassing: Maximum Penalty		\$500		
Part II Chapter 20 Art 1 Sec 20-30 (b)	Offenses and Miscellaneous Provisions	Barbed Wire Fence: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-31 (b)	Offenses and Miscellaneous Provisions	Electrical Fences: Maximum Penalty		\$500		
Part II Chapter 20 Art I Sec 20-32 (d) (1)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for First Violation		\$100		
Part II Chapter 20 Art I Sec 20-32 (d) (2)	Offenses and Miscellaneous Provisions	Possession of Marijuana: Maximum Penalty for Second and Subsequent Violation		\$500		
Part II Chapter 20 Art I Sec 20-33 (b)	Offenses and Miscellaneous Provisions	Indecent Exposure: Maximum Penalty		\$500		
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		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art I Sec 20-39 (e)	Offenses and Miscellaneous Provisions	Resisting a Police Officer: Use of Taser Fee	\$30			
Part II Chapter 20 Art II Sec 20-68 (b)	Offenses and Miscellaneous Provisions	Discharging Firearms in Public Place: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-98 (e)	Offenses and Miscellaneous Provisions	Unlawful Curfew: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-99 (b)	Offenses and Miscellaneous Provisions	Leaving Child in Vehicle: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-100 (b)	Offenses and Miscellaneous Provisions	Allowing or Encouraging Minor to Commit Offenses: Maximum Fine		\$500		
Part II Chapter 20 Art III Div 1 Sec 20-101 (b)	Offenses and Miscellaneous Provisions	Parental Responsibility; Failure to Control: Maximum Fine		\$500		
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		

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Part II Chapter 20 Art III Div 1 Sec 20-105 (d)	Offenses and Miscellaneous Provisions	Truancy: Maximum Fine First Offense; Second Offense; and Subsequent Offense		\$50; \$100; \$500		
Part II Chapter 20 Art III Div 2 Sec 20-133 (e)	Offenses and Miscellaneous Provisions	Tobacco Products. Furnishing Prohibited: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
Part II Chapter 20 Art III Div 2 Sec 20-134 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Falsifying Proof of Age: Maximum Fine First Offense; and Second and Subsequent Offense		\$100; \$200		
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		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art III Div 2 Sec 20-138 (b)	Offenses and Miscellaneous Provisions	Tobacco Products. Display of Tobacco Age Restriction Signage: Fine For Each Day of Violation		\$100		
Part II Chapter 20 Art III Div 2 Sec 20-139 (c)	Offenses and Miscellaneous Provisions	Tobacco Products. Public Access to Tobacco Products: Fine First Offense; and Second and Subsequent Offense		\$100, \$200		
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		

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 20 Art 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			
Part II Chapter 21 Art I Sec 21-9 (e)	Parks & Recreation	Vendors in recreational areas: 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 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			
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;			

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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			
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						

<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 22 Art I Sec 22-2	Planning and Development	Fee-in-lieu of providing detention facilities	\$0.15 per square foot			
			\$50.00 permit fee; \$50.00 permit renewal fee; \$35.00 re-inspection fee			
Part II Chapter 22 Art I Sec 22-3	Planning and Development	Land Disturbance Permit				
Part II Chapter 22 Art VIII Sec 22-728 (2)(b)(3)	Planning and Development	Fee for Submission of an Application to amend the Comprehensive Plan	\$370 application fee; plus an additional \$6 per property owner to be notified			
CHAPTER 23: SOLID WASTE						
Part II Chapter 23 Art II Sec 23-38 (a)	Solid Waste	Once a week residential curbside solid waste collection				
		Type of Service	Monthly Rate			
		Small Polycart (65 gallon)	\$17.91			
		Large Polycart (95 gallon)	\$22.57			
		Additional Polycart (95 gallon)	\$11.39			
		Solid Waste Service Only	\$22.57			
Part II Chapter 23 Art II Sec 23-38 (c)	Solid Waste	Multifamily Dwelling Monthly Rate / Unit	\$5			
Part II Chapter 23 Art II Sec 23-38 (f)	Solid Waste	Minimum deposit for garbage service from City	\$20.00			
Part II Chapter 23 Art II Sec 23-38 (g)	Solid Waste	Public Safety Fee	\$1.65			
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			
		City Dump; Sanitary Landfill:				
Part II Chapter 23 Art III Sec 23-67 (b)	Solid Waste	Fee per cubic yard	\$0.75			
CHAPTER 24: STREETS AND SIDEWALKS						

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
Part II Chapter 24 Art I Sec 24-1	Streets and Sidewalks	Maximum Fine		\$500		
Part II Chapter 24 Art I Sec 24-2 (a)	Streets and Sidewalks	Street Paving or Improvement Work Bond			\$5,000	
Part II Chapter 24 Art I Sec 24-2 (b)	Streets and Sidewalks	Street Paving or Improvement Work Liability				\$100,000, \$300,000, \$100,000
Part II Chapter 24 Art II Sec 24-46 (a)	Streets and Sidewalks	Permit to Construct or Repair Fee				
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	Administrative Fee	\$10			
Part II Chapter 24 Art III Div 2 Sec 24-114 (e)	Streets and Sidewalks	If a curb is cut into, a fee for cutting or removing a curbing exceeding 20 feet shall be \$1.00 per foot for each additional foot in excess of 20 feet.	\$20			
Part II Chapter 24 Art III Div 2 Sec 24-115	Streets and Sidewalks	Permit Renewal Fee	\$1			
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-146	Streets and Sidewalks	Maximum Fine	\$10			
		Excavation:				
Part II Chapter 24 Art IV Div 1 Sec 24-147	Streets and Sidewalks	Bond		\$500	\$2,000	
		Excavations:				
Part II Chapter 24 Art IV Div 1 Sec 24-148 (b)	Streets and Sidewalks	liability Insurance Coverage				\$5,000, \$10,000, \$5,000
		Streets:				
Part II Chapter 24 Art IV Div 2 Sec 24-177 (b)	Streets and Sidewalks	Cut Fee	\$60			
CHAPTER 25: TAXATION						
		Failure or Refusal to Pay or Fraudulent Returns under this Section:				
Part II Chapter 25 Art II Div 1 Sec 25-35	Taxation	Maximum Fine		\$500		

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Part II Chapter 25 Art III Div 1 Sec 25-162	Taxation	Failure or Refusal to Pay or Fraudulent Returns under this Section: Maximum Fine		\$500		
CHAPTER 26: UTILITIES						

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

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		Water Rates: The minimum charge for water used by consumers inside city limits: INSIDE COMPOUND METER:				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$29.28			

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		1,001—4,000	\$4.40			
		4,001—1,000,000	\$4.51			
		1,000,001—2,000,000	\$4.64			
		More than 2,000,000	\$4.74			
Part II Chapter 26 Art II Sec 26-26 (b)	Utilities	Water Rates: The rate to be charged for furnishing water for consumption outside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$27.22			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			
		More than 2,000,000	\$7.12			
		Water Rates: The rate to be charged for furnishing water for consumption outside the limits: COMMERCIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$34.04			
		1,001—4,000	\$6.61			
		4,001—1,000,000	\$6.78			
		1,000,001—2,000,000	\$6.95			

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		More than 2,000,000	\$7.12			
Part II Chapter 26 Art II Sec 26-27 (b)	Utilities	Sewer Rates: The charge for sanitary sewer use by consumers inside the city limits: RESIDENTIAL				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$15.27			
		Over 1,000	\$3.38			
		Sewer Rates: The charge for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$19.11			
		Over 1,000	\$3.29			

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Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$22.92			
		Over 1,000	\$4.92			
		The rate for furnishing water for				
		Number of Gallons	Monthly Rate Per Thousand Gallons			
		0—1,000	\$28.64			
		Over 1,000	\$4.92			
Part II Chapter 26 Art II Sec 26-27 (c)	Utilities	Septic Hauler Permit Fee	\$100/Truck			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 1	Utilities	Industrial Pretreatment Fees	RESERVED			

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Part II Chapter 26 Art II Sec 26-28 (a), (b) 2	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 3	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 4	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 5	Utilities	Industrial Pretreatment Fees	RESERVED			
Part II Chapter 26 Art II Sec 26-28 (a), (b) 6	Utilities	Industrial Pretreatment 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			
Part II Chapter 26 Art II Sec 26-30	Utilities	Utility Improvement Fee:				
		Effective March 1, 2023	\$5.00 per month, per account.			
		Effective March 1, 2024	\$9.75 per month, per account.			
		Effective March 1, 2025	\$14.50 per month, per account.			
		Effective March 1, 2026	\$19.25 per month, per account.			
		Effective March 1, 2027	\$24.00 per month, per account.			
CHAPTER 26 ARTICLE III WATER						
		Furnishing to other premises:				
Part II Chapter 26 Art III Div 1 Sec 26-59	Utilities	Resetting the Meter Fee	\$25			

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

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

<u>MUNICIPAL CODE SITE</u>	<u>DEPARTMENT</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>FINE</u>	<u>BOND</u>	<u>INSURANCE</u>
		5" Meter	\$21			
		6" Meter	\$25			
		8" Meter	\$34			
Part II Chapter 26 Art III Div 2 Sec 26-174	Utilities	Public Safety Fee	\$1.65			
		Removal, Plugging, Locking, and Resetting of City Water Meters:				
Part II Chapter 26 Art III Div 4 Sec 26-231 (c)	Utilities	Fee	\$75			
Part II Chapter 26 Art III Div 4 Sec 26-231 (d)	Utilities	Administration Fee for Process of Disconnecting	\$50			
Part II Chapter 26 Art III Div 4 Sec 26-231(e)	Utilities	Rescheduling Fee	\$25			
Part II Chapter 26 Art III Div 4 Sec 26-231(f)	Utilities	Cutoff Notice Fee	\$5			
Part II Chapter 26 Art III Div 4 Sec 26-231(g)	Utilities	After-Hours Connection Service Fe	\$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		
Part II Chapter 26 Art IV Div 1 Sec 26-271 (c)	Utilities	Fees for dumping Septage (section 26-28)	RESERVED			
		Sewer connection. Wastewater tap fee:				
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	4 inch pipe	\$375			
		Sewer connection. Wastewater tap fee:				
Part II Chapter 26 Art IV Div 1 Sec 26-272 (f)	Utilities	6 inch pipe	\$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 26 Art IV Div 1 Sec 26-272 (f)	Utilities	Sewer connection. Wastewater tap fee: 8 inch pipe	\$1,000			
Part II Chapter 26 Art V Sec 26-437 (3)	Utilities	Change of Existing Service Fee:	\$20			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: First Occurrence	\$25			
Part II Chapter 26 Art V Sec 26-437 (4)	Utilities	Reinspection Fee: Subsequent Occurrences	\$50			
Ordinance Pending	Utilities	Fee: Field Charge to turn on Domestic Water and No Adult Present	\$25			
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		

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



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

Date: February 21, 2023
To: Board of City Commissioners
From: Rian Harkins, Community Development Director
Subject: Public hearing and consideration of an ordinance to rezone property located northwest of the intersection of North Harrison Avenue and Garrett's Lake Road, containing approximately 1.7168 acres, from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). Case No. RZ02-23, Applicant: Jon Silver.

Background: The subject property is an approximately 1.7168-acre tract generally located northwest of the intersection of N. Harrison Avenue and Garrett's Lake Road. The request is to rezone from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). If the rezoning is approved, the single-family residence on the property will be demolished and removed from the site. The land to the east is zoned C-3 (Automotive Commercial District). Properties to the north, south, and west are zoned A-1 (Rural Agricultural District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designation of Urban Reserve. The Comprehensive Plan defines Urban Reserve as land use for long-term growth areas, land to accommodate growth over the next 10 - 20 years. According to the Land Use Compatibility Scale of the Comprehensive Plan, Low-density Commercial has a ranking of three (3). This ranking suggests that landscaping, buffering, and screening should be employed to minimize adverse effects on surrounding uses. This aligns with the proposed commercial development of this site. Commercial development is appropriate at intersections, and the subject property is positioned on two (2) arterial streets.

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district, C-3 (Automotive Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The proposed commercial development would be located at the intersection of two arterial streets.
- The proper notification for a public hearing was served.

Options:

- Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) as requested by the applicant.

- Denial of the application for RZ02-23 to rezone the subject property.
- Deferral of Case No. RZ02-23 with a request for additional and specific information to a certain date.
- Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-1 (Neighborhood Commercial District).

The Planning Commission recommended approval of the application RZ02-23 at its regular February 1, 2023, meeting on a 5-0 vote.

Financial Impact: N/A

Attachments: Record of Action RZ02-23, STAFF RZ02-23, Notice to PUBLISH RZ02-23, DRAFT Ordinance RZ02-23

Staff Recommendation: Approval of Case No. RZ02-23 from A-1 to C-3 based on the factors outlined in the staff report and the recommendation of the Planning Commission

RECORD OF ACTION

DATE: February 15, 2023

TO: Mayor and Board of City Commissioners -- City of Shawnee, OK

FROM: Rachel Clyne, City Planner

SUBJECT: Record of Action by Planning Commission

=====

CASE NO: RZ02-23 **REQUEST:** Rezoning from A-1 (Rural Agricultural District) to
C-3 (Automotive Commercial District)

Applicant: Jon Silver

Subject Property Address: NW of intersection of Garrett's Lake Rd. and N. Harrison Ave.

Legal Description: see attached

Current Zoning: A-1 **Requested Zoning:** C-3

Staff Recommendation: Approval of RZ03-23.

=====

Planning Commission Meeting Date: February 1, 2023

PC Recommendation: Recommended approval of RZ02-23

Conditions: --

Vote: 5 -- 0 -- 0

Members Present: 5

Members:	Motion	2 nd	Aye	Nay	Abstain	Comments
WALKER			X			
PORTER			X			
JOHNSON		X	X			
REESE (CHAIR)			X			
MEW-PALMER						
BARRETT	Approval		X			
ROWELL						



Planning Commission Meeting – 2.1.2023 – City of Shawnee, Oklahoma
Staff Report | RZ02-23 | A-1 to C-3 | Garrett's Lake Rd. & N. Harrison Ave.

Date: 1.13.2023

To: Shawnee Planning Commission

From: Rachel Clyne, City Planner

Subject: **Staff Report** - Public hearing and consideration of a request to rezone from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) on approximately 1.7168 acres located NW of the intersection of Garrett's Lake Road and N. Harrison Avenue.
Case No. **RZ02-23** | Applicant: Jon Silver

Background

The subject property is approximately 1.7168 acres and is located northwest of the intersection of Garrett's Lake Road and North Harrison Avenue. The request is to rezone from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District). If the rezoning is approved, the single-family residence on the property will be demolished and removed from the site.

Discussion

The subject property is zoned A-1 (Rural Agricultural District). The land to the east is zoned C-3 (Automotive Commercial District). Properties to the north, south, and west are zoned A-1 (Rural Agricultural District).

The Comprehensive Plan Future Land Use Map (FLUM) indicates the subject property has the land use designations of Urban Reserve. The Comprehensive Plan defines Urban Reserve as land use for long-term growth areas, land to accommodate growth over the next 10 - 20 years.

According to the Land Use Compatibility Scale of the Comp Plan, Low-density Commercial has a ranking of three (3). This ranking suggests that landscaping, buffering, and screening should be employed to minimize adverse effects on surrounding uses. This aligns with the proposed commercial development of this site. Commercial development is appropriate at intersections, and the subject property is positioned on two (2) arterial streets.

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

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

Findings and Facts:

- The subject property is adjacent to land with the desired zoning district, C-3 (Automotive Commercial District).
- The request is in conformance with the Comprehensive Plan Future Land Use Map (FLUM).
- The proposed commercial development would be located at the intersection of arterial streets.
- The proper notification for a public hearing was served.

Recommendation Options:

- Recommending Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) as requested by the applicant.
- Recommending Denial of the application for RZ02-23 to rezone the subject property.
- Recommending Deferral Case No. RZ02-23 with a request for additional and specific information to a certain date.
- Recommending Approval of Case No. RZ02-23 to rezone the subject property from A-1 (Rural Agricultural District) to C-1 (Neighborhood Commercial District).

Recommendation: Based on the Findings and Facts, staff recommends that the Planning Commission recommend to the City Commission **APPROVAL** of **RZ02-23** to rezone the subject property from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District).

This rezoning application will be heard at the City Commission meeting on Tuesday, February 21, 2023, at 6:00 pm.

Publish January 6, 2023
NOTICE OF PUBLIC HEARING
Rezoning Request (RZ02-23)

It is hereby noticed that the City of Shawnee Planning Commission will hold a public hearing on February 1, 2023, at 1:30 p.m. in the Commission Chambers at City Hall, 16 W. 9th St, Shawnee, OK. The City of Shawnee City Commission will hold a public hearing on February 21, 2023, at 6:00 p.m. in the Commission Chambers at City Hall. The Planning Commission and City Commission will consider a rezoning request (**RZ02-23**) to rezone from A-1 (Rural Agricultural District) to C-3 (Automotive Commercial District) on a 1.7168-acre parcel located NW of the intersection of Garrett's Lake Road and N. Harrison Avenue and described as:

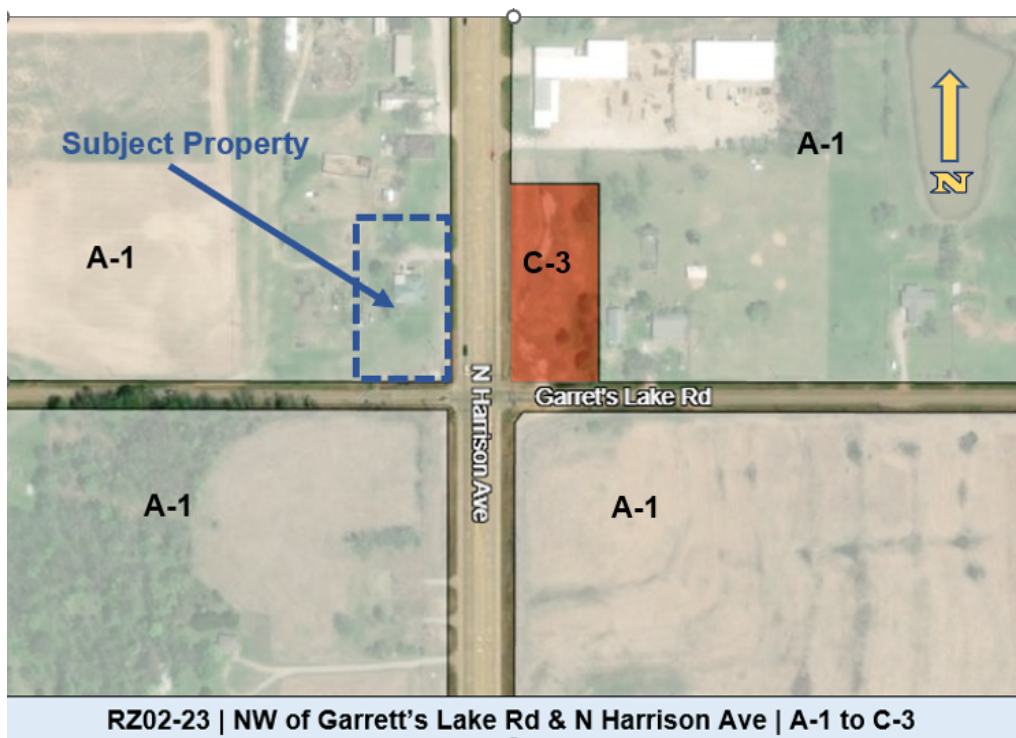
A tract of land being a portion of the Southeast Quarter (SE/4) of Section NINETEEN (19), Township ELEVEN (11), Range FOUR (4) of the Indian Meridian, Pottawatomie County, Oklahoma, more particularly described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of Section 19; THENCE South $89^{\circ}25'31''$ West, along the South line of said Section 19, a distance of 78.00 feet to the POINT OF BEGINNING; THENCE continuing South $89^{\circ}25'31''$ West, South line of said Section 19, a distance of 272.00 feet; THENCE North $00^{\circ}40'04''$ West a distance of 275.00 feet; THENCE North $89^{\circ}25'31''$ East a distance of 271.86 feet to the West right of way line of said Harrison Street (State Highway 18); THENCE South $00^{\circ}41'48''$ East, along said right of way line, a distance of 275.00 feet to the POINT OF BEGINNING;

Said tract of land contains an area of 74,782 square feet or 1.716 acres, more or less.

The bearing of South $89^{\circ}25'31''$ West as shown on the South line of the Southeast Quarter of Section 19 was used as the basis of bearing for this survey. The bearings shown hereon are based upon State Plane North Zone, which was used as the basis of bearing for this survey.

Public hearings will be held at the above times and dates. All residents and parties in interest shall have an opportunity to be heard regarding the request above.



ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE ZONING CLASSIFICATION OF THE FOLLOWING DESCRIBED PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF SHAWNEE, POTTAWATOMIE COUNTY, OKLAHOMA, TO-WIT: A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP ELEVEN (11), RANGE FOUR (4) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE SOUTH 89°25'31" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°25'31" WEST, SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 272.00 FEET; THENCE NORTH 00°40'04" WEST A DISTANCE OF 275.00 FEET; THENCE NORTH 89°25'31" EAST A DISTANCE OF 271.86 FEET TO THE WEST RIGHT OF WAY LINE OF SAID HARRISON STREET (STATE HIGHWAY 18); THENCE SOUTH 00°41'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS AN AREA OF 74,782 SQUARE FEET OR 1.716 ACRES, MORE OR LESS. THE BEARING OF SOUTH 89°25'31" WEST AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE NORTH ZONE, WHICH WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.

FROM ZONING CLASSIFICATION A-1 (RURAL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

WHEREAS, pursuant to notice duly given as required by law, a public hearing conducted by the Board of Commissioners of the City of Shawnee, Oklahoma on the 21st day of February, 2023, upon an application to rezone certain properties located in the City of Shawnee, Oklahoma, from zoning classification A-1 (Rural Agricultural District) to C-3 (Highway Commercial District).

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

WHEREAS, it appears to be in the best interest of the City of Shawnee and the inhabitants thereof for said properties to be rezoned to C-3 (Highway Commercial District).

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

SECTION 1: That the following described property located in the City of Shawnee, Oklahoma, to-wit: A TRACT OF LAND BEING A PORTION OF THE SOUTHEAST QUARTER (SE/4) OF SECTION NINETEEN (19), TOWNSHIP ELEVEN (11), RANGE FOUR (4) OF THE INDIAN MERIDIAN, POTTAWATOMIE COUNTY, OKLAHOMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE SOUTH 89°25'31" WEST, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°25'31" WEST, SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 272.00 FEET; THENCE NORTH 00°40'04" WEST A DISTANCE OF 275.00 FEET; THENCE NORTH 89°25'31" EAST A DISTANCE OF 271.86 FEET TO THE WEST RIGHT OF WAY LINE OF SAID HARRISON STREET (STATE HIGHWAY 18); THENCE SOUTH 00°41'48" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING; SAID TRACT OF LAND CONTAINS AN AREA OF 74,782 SQUARE FEET OR 1.716 ACRES, MORE OR LESS. THE BEARING OF SOUTH 89°25'31" WEST AS SHOWN ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19 WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY. THE BEARINGS SHOWN HEREON ARE BASED UPON STATE PLANE NORTH ZONE, WHICH WAS USED AS THE BASIS OF BEARING FOR THIS SURVEY.

FROM ZONING CLASSIFICATION A-1 (RURL AGRICULTURAL DISTRICT) TO C-3 (HIGHWAY COMMERCIAL DISTRICT) AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SHAWNEE ACCORDINGLY.

PASSED AND APPROVED this ____ day of _____, 2023.

(SEAL)
ATTEST:

ED BOLT, MAYOR

LISA LASYONE, CMC, CITY CLERK

Approved as to form and legality this ____ day of _____, 2023.

JOSEPH M. VORNDRAN,
CITY ATTORNEY



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

Date: February 21, 2023
To: Board of City Commissioners
From: Lindsey McNabb-Fox, Finance Director
Subject: Fund 001 - General Fund to fund an operational shortfall in the Expo Center with sales tax revenues exceeding budget estimates.

Background: A total budget amendment in the amount of \$525,000 for the General Fund should be considered.

General Fund

The Heart of Oklahoma Expo Center is managed and operated by a third-party vendor, OVG360, formerly known as Global Spectrum, dba Spectra Venue Management. At the time of the formulation of the FY22-23 Budget, the City was presented with a budget for the Expo Center that was based on estimate values, not historical expenses. As stated in the contract with OVG360, the Expo must provide the City with monthly financial statements. After receiving several months of financial statements, the City determined that the approved budget would be insufficient to cover actual expenditures. The amount for appropriation is as follows:

- \$525,000 – General Fund – Other Contractual Services – Expo Center

The additional appropriation will be funded by sales tax collections projected to exceed budget estimates in the General Fund.

Financial Impact: See Budget Amendment

Attachments: Budget Amendment - 001 General Fund

Staff Recommendation: Approval of the item.

City of Shawnee
2022-2023 Budget Amendment
General Fund

Estimated Revenue, Fund Balance, or Transfers IN

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	40010			Sales Tax	14,152,999.61	525,000.00	14,677,999.61
							-
				Total	14,152,999.61	525,000.00	14,677,999.61

Appropriations

Fund Number	Account Number	Project Code	Line Item	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
001	5-1210-53390			Other Contractual Services	600,000.00	525,000.00	1,125,000.00
							-
							-
							-
							-
							-
					-	-	-
					600,000.00	525,000.00	1,125,000.00

Approved by the City Commission this _____

Explanation of Budget Amendment:

To fund an operational shortfall in the Expo Center with sales tax revenues exceeding budget estimates.

Approved:

Mayor _____
 Attest: _____

City Clerk _____

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



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

Date: February 16, 2023
To: City Commission
From: Lindsey McNabb-Fox, Finance Director
Subject: February 2023 Sales and Use Tax Deposit

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

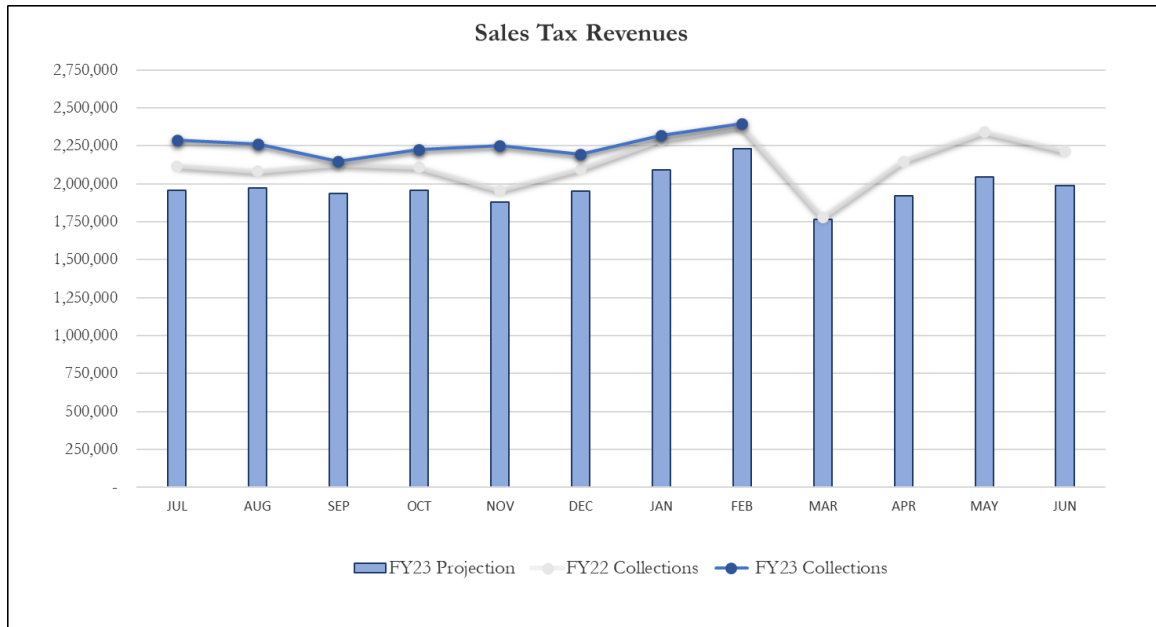
- Sales Tax Collection Allocated by Fund - The February sales tax deposit was \$2,398,036.33 including interest of \$1,984.68, to be allocated as follows:

<u>Fund</u>	<u>Allocation</u>
General Fund	\$ 1,370,306.47
2018 Capital Improvements Fund	342,576.62
Capital Improvements Fund	265,496.89
Street Improvements Fund	299,754.54
Economic Development Fund	34,257.67
Police Sales Tax Fund	42,822.07
Fire Sales Tax Fund	42,822.07
Total Sales Taxes Collected	<u>\$ 2,398,036.33</u>

- Finance Department Report - Sales and use tax collections totaled \$2,745,829.62 for February 2023. Sales tax projections are based on an average of the most recent three years

of sales tax history. For the year, sales tax collections are up \$2,103,013 or 13.1%, over the projected budget year-to-date. Use tax collections are up \$69,795 or 3.15%, above the projected budget year-to-date.

○ Fiscal Year 2023 Sales Tax Collections and Performance:

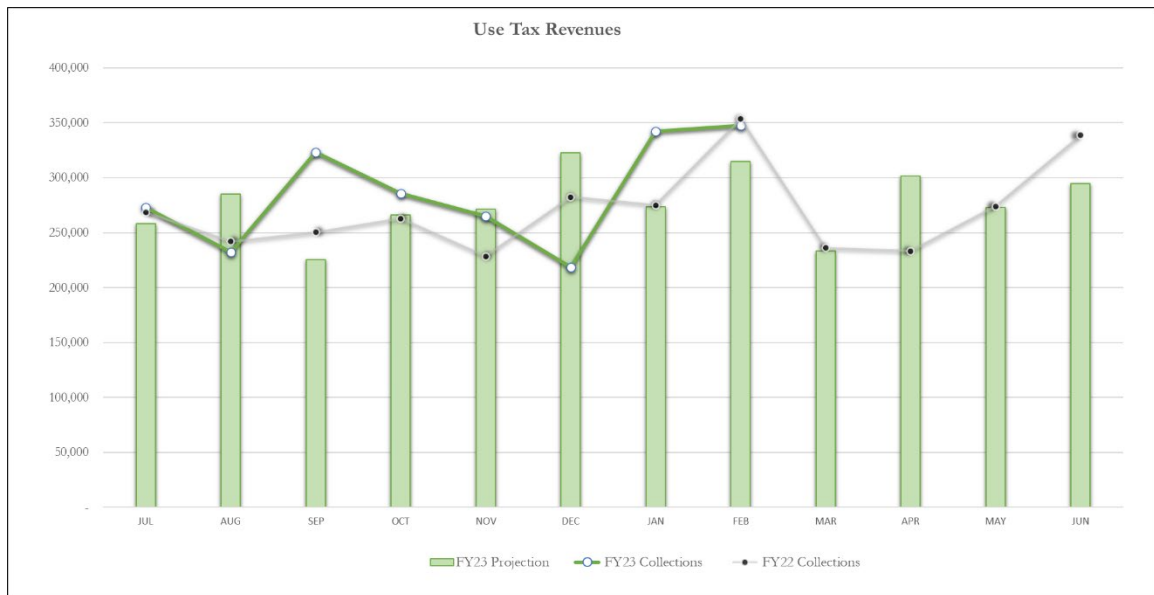


	Projected Budget	Actual	Amount Variance	Percentage Variance
Sales Tax Receipts - February 2023	\$ 2,228,137	\$ 2,398,036	\$ 169,900	7.63%
Sales Tax Receipts (year-to-date):	\$ 15,970,354	\$ 18,073,367	\$ 2,103,013	13.17%

	February 2022	February 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 2,374,956	\$ 2,398,036	\$ 23,080	0.97%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Sales Tax Receipts (vs Prior Year):	\$ 17,141,088	\$ 18,073,367	\$ 932,279	5.44%

○ Fiscal Year 2023 Use Tax Collections and Performance:



	Projected Budget	Actual	Amount Variance	Percentage Variance
Use Tax Receipts (February 2023):	\$ 314,904	\$ 347,793	\$ 32,889	10.44%
Use Tax Receipts (year-to-date):	\$ 2,217,897	\$ 2,287,692	\$ 69,795	3.15%

	February 2022	February 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 353,551	\$ 347,793	\$ (5,758)	-1.63%

	Year To Date FY 2022	Year To Date FY 2023	Amount Variance	Percentage Variance
Use Tax Receipts (vs Prior Year):	\$ 2,163,247	\$ 2,287,692	\$ 124,445	5.75%

- Fiscal Year 2023 – General Fund Sales & Use Tax – Above Projections:

General Fund Projections (year-to-date)

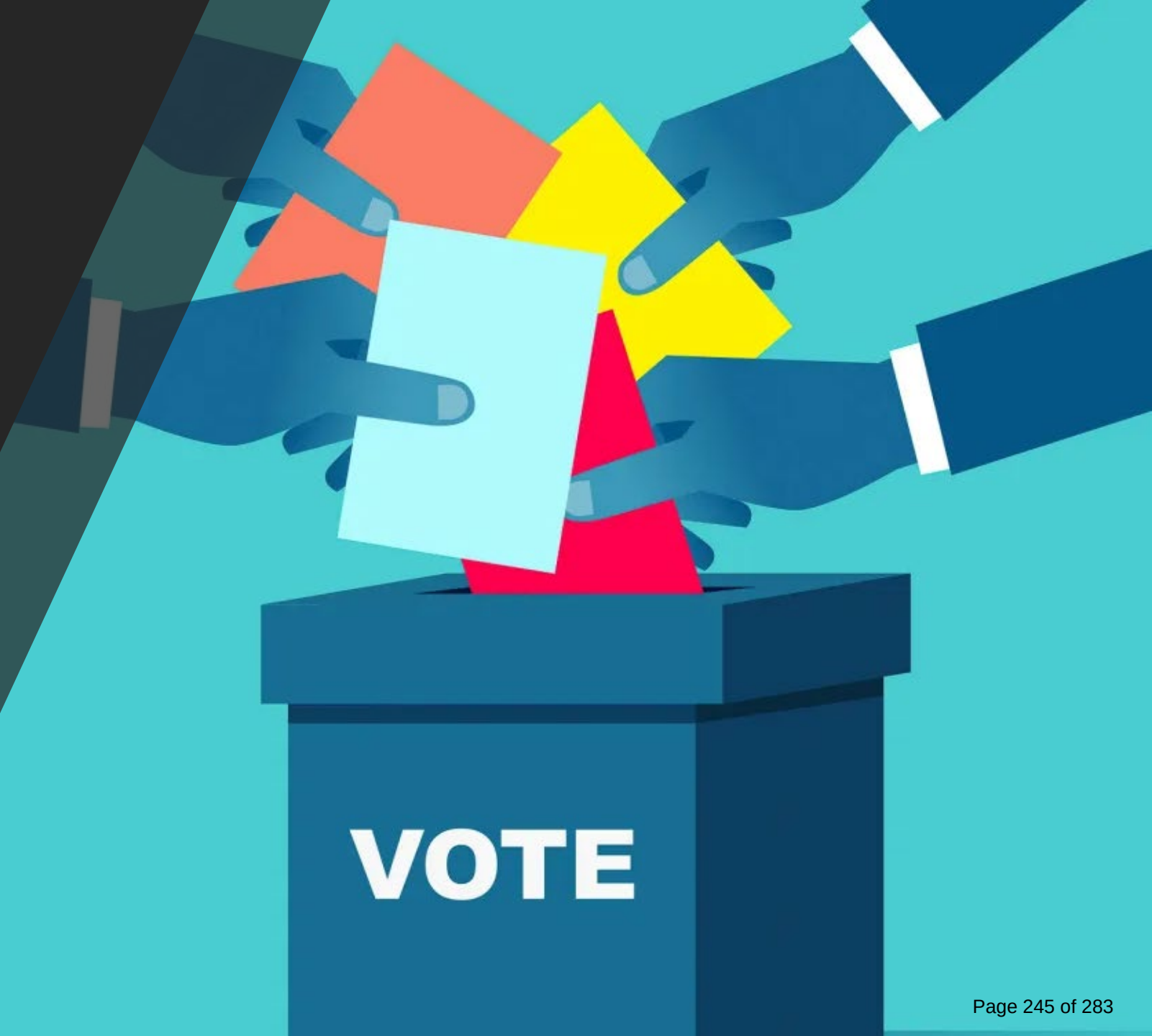
Sales Tax Above/(Below) Projections:	\$	1,201,722
Use Tax Above/(Below) Projections:	\$	69,795

Appropriated:

Aquatic Supervisor	\$	(55,170)
Part-time Rec Aide	\$	(16,820)
Retiree Health Insurance	\$	(134,500)
PIO Officer - salary & supplies	\$	(119,787)
Election costs & education materials	\$	(11,500)
Annual increase for CM & ACM	\$	(26,938)
Security services at Shawnee Splash	\$	(20,000)
Other Misc Items - 10.17.22	\$	(10,450)
Vehicle Repair & Maint	\$	(80,850)
Fuel, Oil & Lubricants	\$	(103,890)
Fire Dept Operational Review	\$	(38,550)

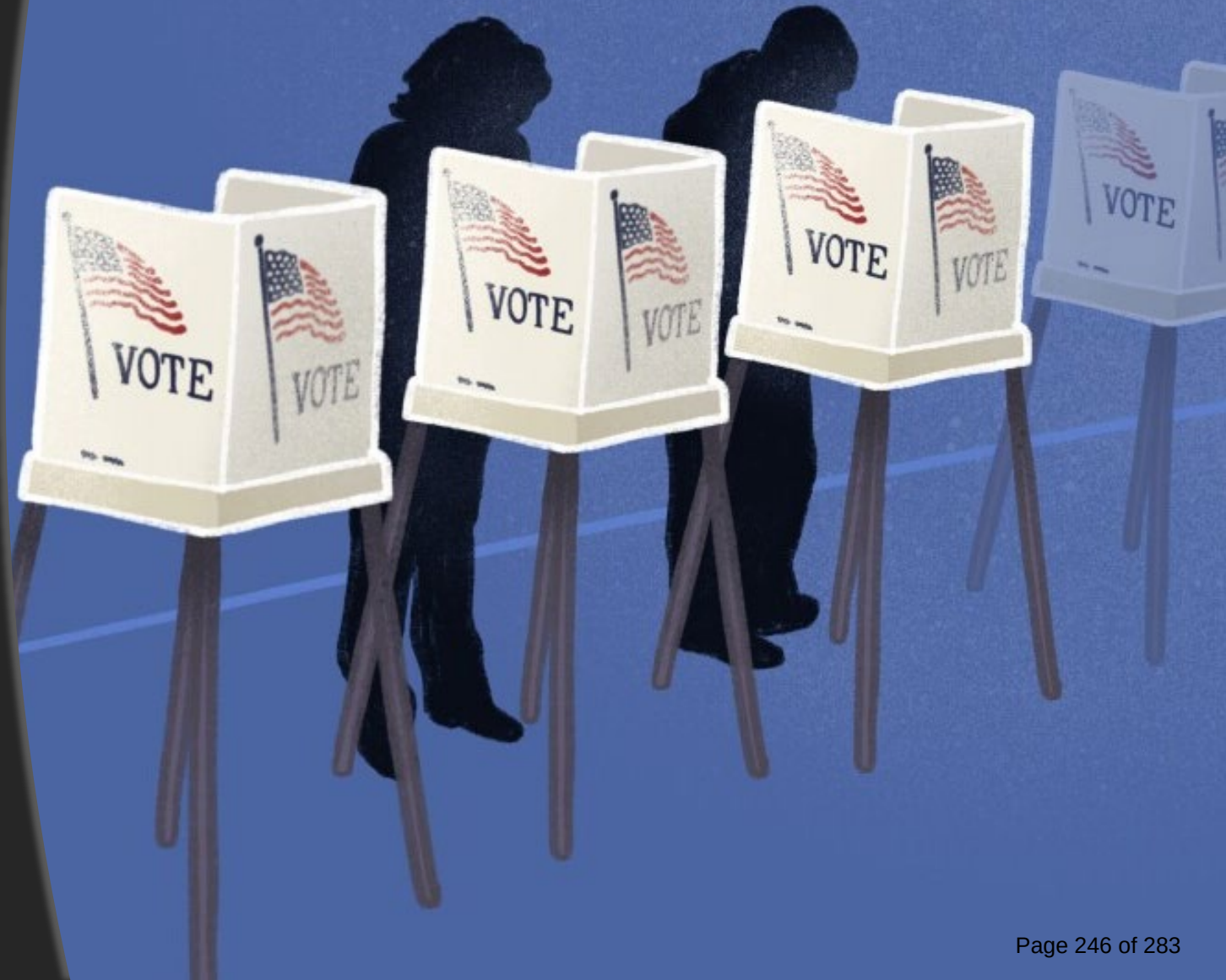
Total Unappropriated:	<u>\$</u>	<u>653,062</u>
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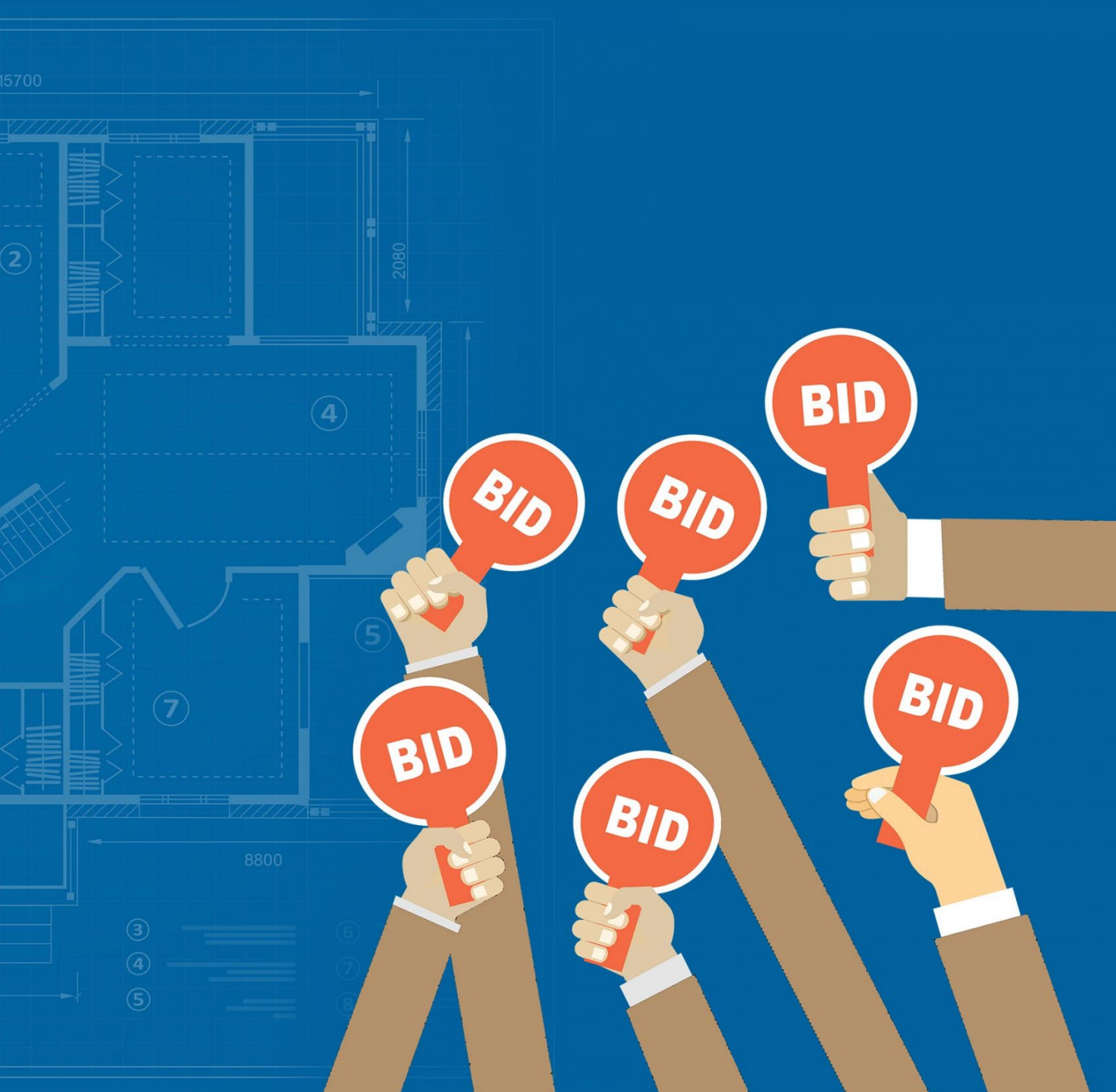
Proposed Charter Amendments 2023



Ward Specific Voting

- Pertains to changing the election of City Commissioners from an at-large electorate to the qualified voters residing in a specific ward.
- Amends:
 - Article III, Section 2
 - Article XIV, Section 3 and Section 5
- Reasoning: This proposition has been requested both from citizens and Commissioners to be brought to a vote of the people.





Competitive Bidding

- Pertains to the repeal of competitive bidding provision contained within the Charter to be replaced with language that the City shall abide by Oklahoma statutory competitive bidding requirements.
- Amends
 - Article XV, Section 2
- Reasoning: To avoid any conflict with state law pertaining to this topic, this section will be repealed and replaced with a general statement that the City will abide by State law.

Swearing-In of Mayor & Commissioners

- Pertains to the timing of the swearing-in of the Mayor and Commissioners to comport with the change from regularly scheduled, bi-monthly meetings to monthly meetings of the Board of Commissioners.
- Amends:
 - Article III, Section 4 and Section 6
- Reasoning: As pointed out by a concerned citizen, the existing language regarding the swearing-in of the Mayor and Commissioners conflicts with other provisions and creates timing issues with the terms of these elected officials.



Qualifications for City Employees

- Pertains to the repeal of residency and citizenship qualification requirements for City employees to create consistency with State and Federal laws.
- Amends:
 - Article V, Section 8
- Reasoning: To avoid any potential conflict with State and Federal laws pertaining to this topic, this section will be repealed.





Conflict of Interest Policy for Commissioners & City Employees/Officers

- Pertains to the repeal of the conflict of interest policy contained within the Charter to be replaced with language that the City shall abide by Oklahoma statutory conflict of interest policies for Commissioners, City employees, and City officers.
- Amends
 - Article XVI, Section 1
- Reasoning: To avoid any conflict with State law pertaining to this topic, this section will be removed and replaced with a general statement that the City will abide by State law.

Twin Lakes Regulation

- Pertains to the repeal of Charter provisions relating to the Shawnee Twin Lakes that are addressed in existing City ordinances and resolutions.
- Amends:
 - Article IX, Section 1
- Reasoning: To remove duplication and potential conflict with City ordinances and resolutions.



Cemetery Perpetual Care Fund

- Pertains to the repeal of the cemetery perpetual care fund provision contained within the Charter to be replaced with language that the City shall abide by Oklahoma statutory cemetery perpetual care fund requirements.
- Amends:
 - Article XII, Section 6(b)
- Reasoning: To avoid any conflict with State law pertaining to this topic, this proposition will be repealed and replaced with a general statement that the City will abide by State law.



City Commission Questions



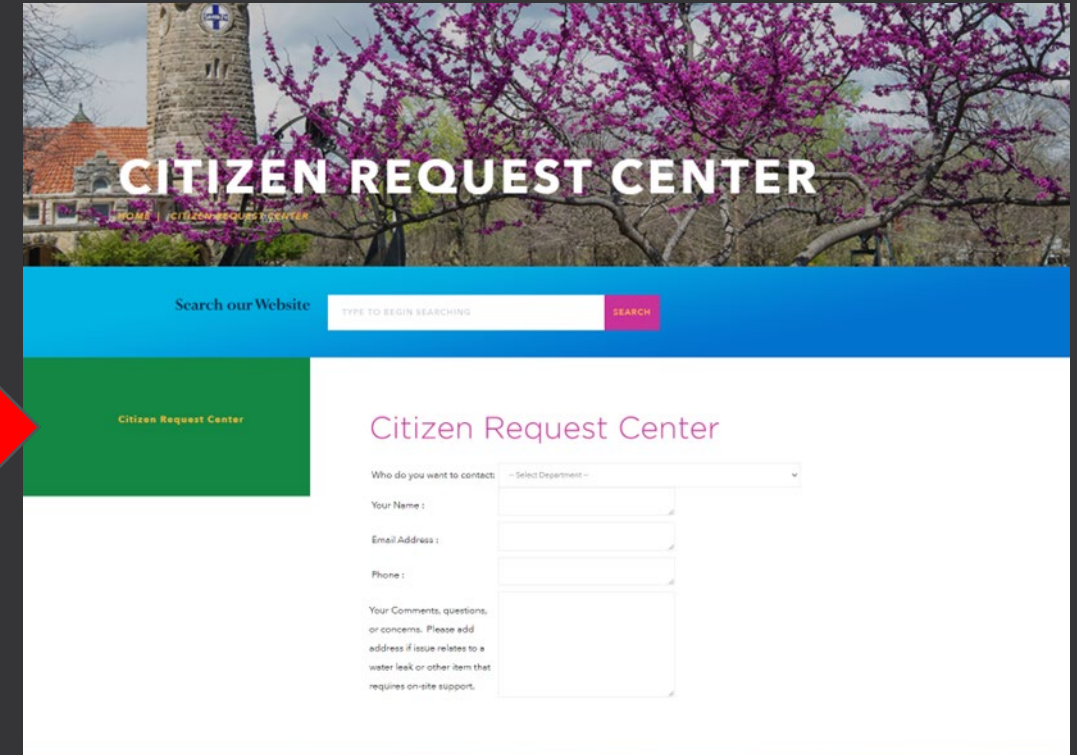
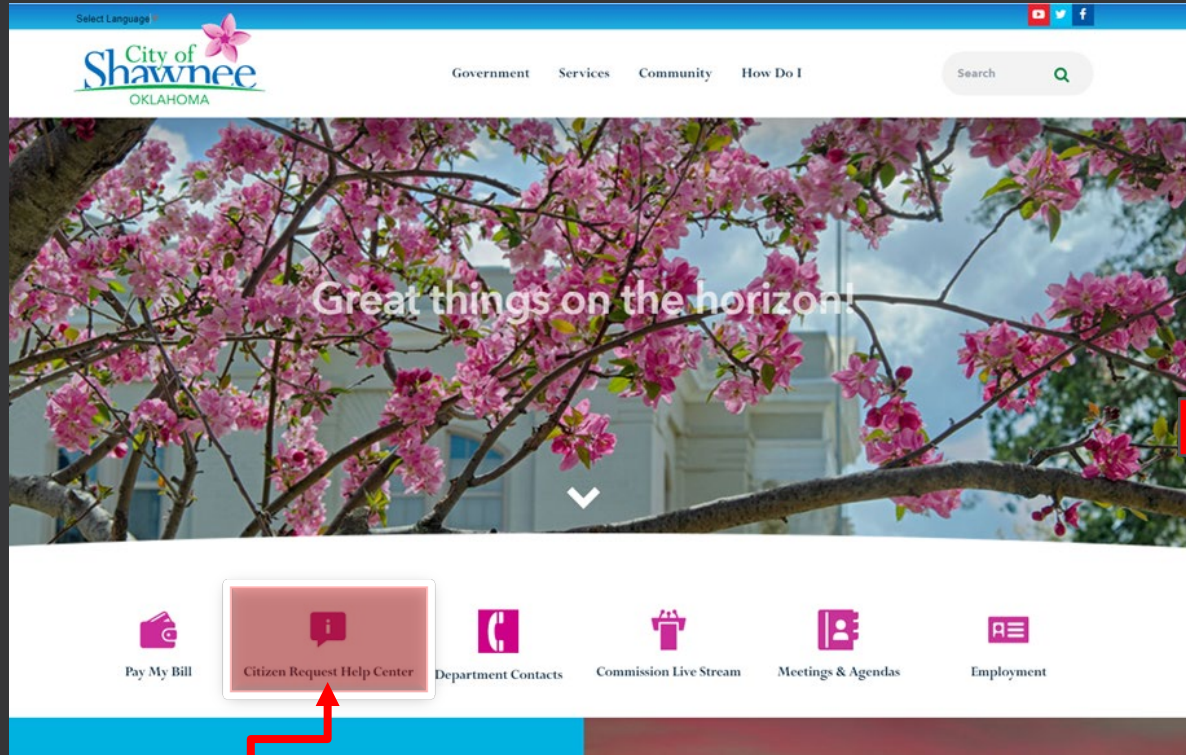


Request Portal & Citizen Engagement

February 21, 2023 – Administrative Report

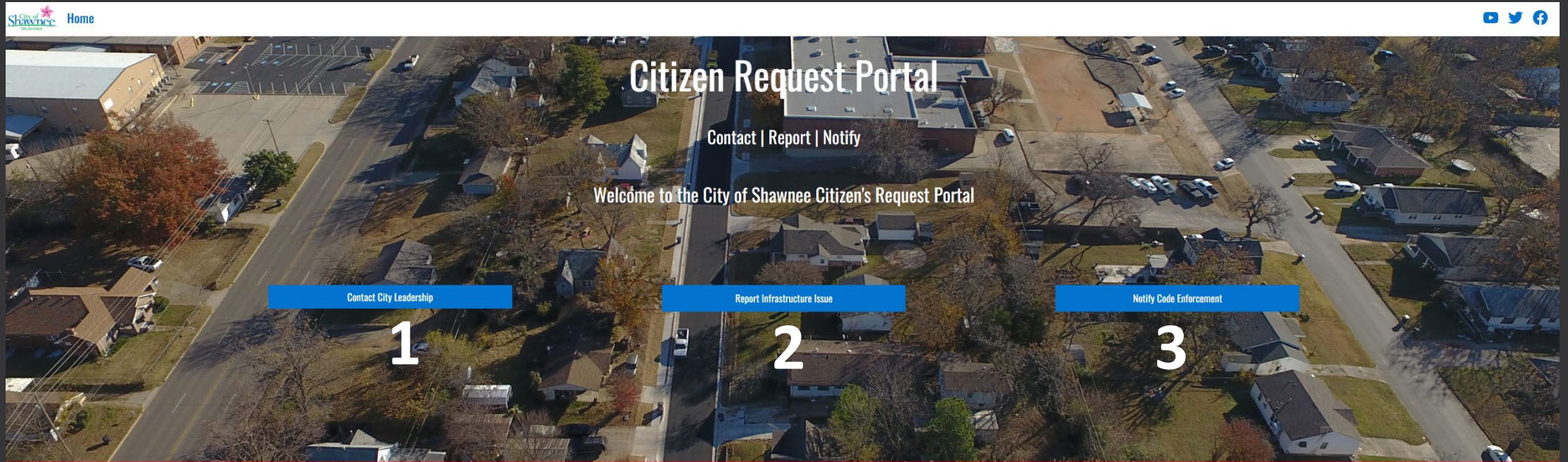
Seth Barkhimer, PE, Director of Engineering

Existing Online Reporting



Link to Citizen
Request Center

New Citizen Request Portal



If you need to report an emergency, dial 911

FAQs

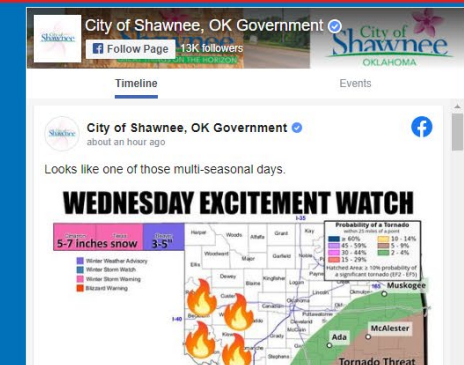
Who do I contact about Central Disposal Issues?

- Call Central Disposal: 405-275-0900

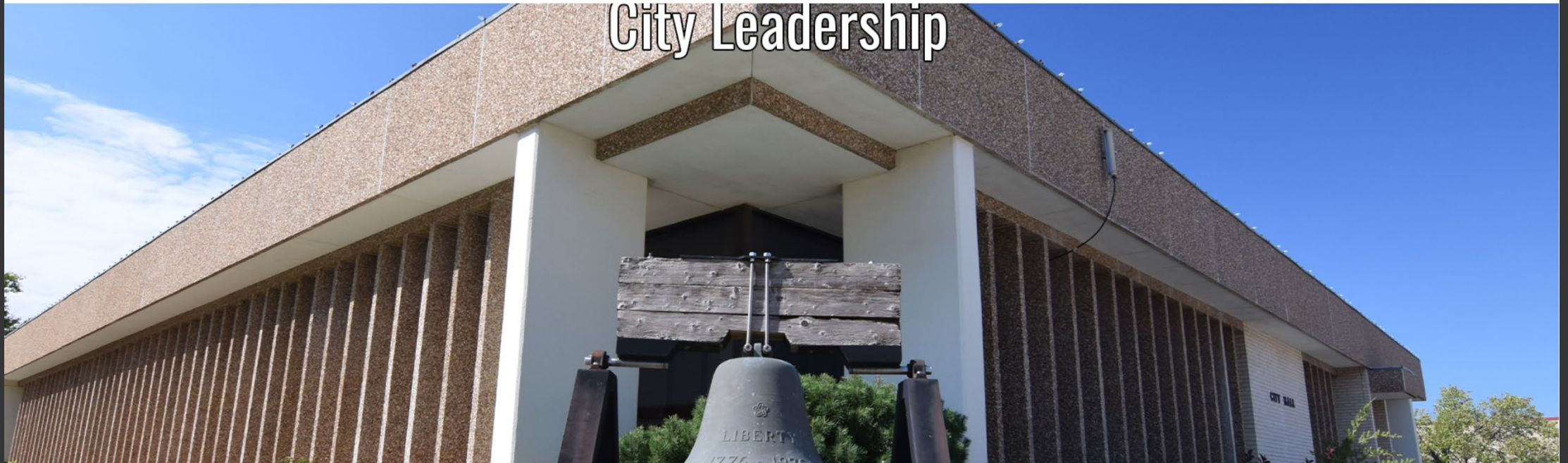
Who do I contact about Street Light Issues?

- For Traffic Signal Issues, [Report Infrastructure Issue](#)
- For Street Lighting, call OG&E Customer Service Department: 405-272-9741

Follow us on Facebook to stay updated on current issues.



Contact City Leadership



[Report Infrastructure Issue](#)

[Notify Code Enforcement](#)

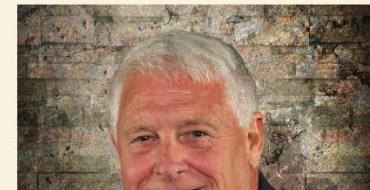
City Leadership serves to provide the best quality of life for the citizens of Shawnee. All inquiries to the City Manager's office, the Mayor and the Commissioners can be made here. Below is a directory of our City Leaders along with their emails.



Contact Andrea



Contact Jacob



Contact Mayor
Bolt

Report Infrastructure

City Infrastructure

Contact Leadership

Notify Code Enforcement

Infrastructure is vital as it allows citizens to enjoy necessities and the quality of life that is expected. How can you help? Report an infrastructure issue in the form below.



Infrastructure Includes:

- Roads
- Bridges
- Traffic Signals/Signs
- Parks & Recreation
- Utilities (Water/Sewer)



Report Infrastructure (cont.)

Report an Infrastructure Issue

Please fill out the information below. Private information submitted will not be displayed in the public reports, but may be subject to the Oklahoma Open Records Act.

Select an Issue Type

Add Issue Details

Add Contact Information

Add Attachments

Submit

Infrastructure Report Dashboard

0 Pending

0 Pending

0 Pending

0 Pending

0 Pending

Current Issues

No data

Completed Issues

STREETS - Pothole Issue

Note: This list will only display issues completed in the last 30 days.
For additional information, please submit a FOIA Request

Esri, NASA, NGA, USGS, FEMA | Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA | Azteca Systems, LLC - Cityworks® 2009 - 2023 Powered by Esri

Contact Us

City Manager	405-878-1601
Public Works	405-273-1960
Code Enforcement	405-878-1602



Notify Code Enforcement

 Home



Code Enforcement



[Contact Leadership](#)
[Report Infrastructure Issue](#)

The City of Shawnee adopts ordinances, rules and regulations that take into consideration the safety and well-being of the public. Enforcement of these ordinances can be essential to the provisions of safe and healthy living and working conditions for the members of the community.

What are Code Enforcement Violations?

- Tall Grass/Weeds
- Graffiti
- Abandoned Vehicle
- Open Sewer
- Occupying residence without Utilities
- Unsecured Structure
- Dilapidated Structure
- Lack of Property Maintenance



Notify Code Enforcement (cont.)

Notify Code Enforcement

Please fill out the information below. Private information submitted will not be displayed in the public reports, but may be subject to the Oklahoma Open Records Act.

Select a Violation Type

Issue Details

Add Contact Information

Add Attachments

Submit

Powered by ArcGIS Survey123

Code Enforcement Violations Reported

Tall Grass/Weeds

 0

Junk, Trash, & Debris

 0

Dilapidated Structure

 0

Abandoned Vehicles

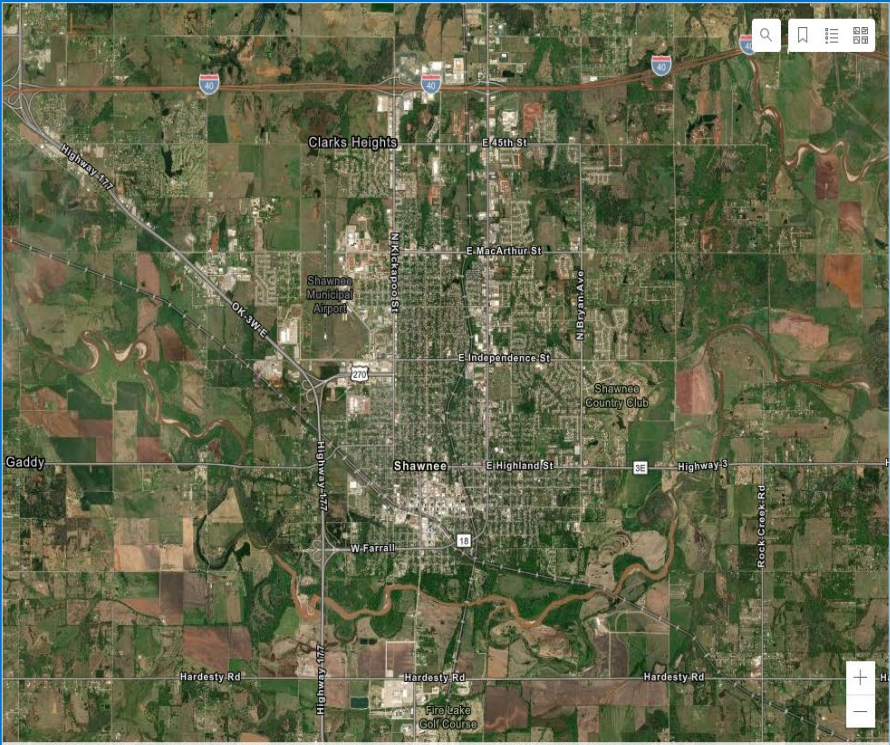
 0

Graffiti

 0

Other Violations

 0



Earthstar Geographics | Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA

Powered by Esri

Ongoing Reports

No data

Completed Reports

No data

Note: Completed Reports only show last 30 days. For additional information on reports, please submit a FOI Request.

Contact Us

City Manager	405-878-1601
Public Works	405-273-1960
Code Enforcement	405-878-1602

Frequently Asked Questions

Who do I contact about Trash Pickup Issues?

- Call Central Disposal: 405-275-0900

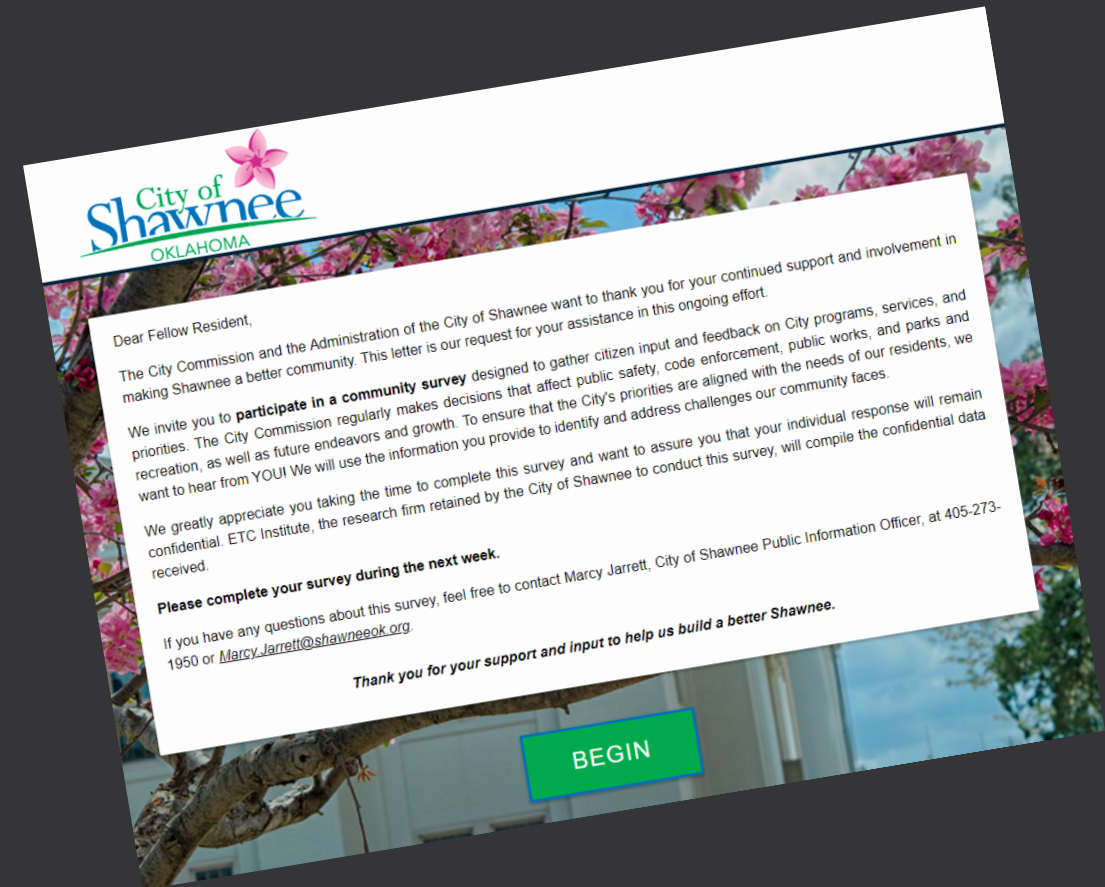
Who do I contact about Street Light Issues?

- For Traffic Signal Issues, report through the portal or call in at 405-273-1960
- For Street Lighting, call OG&E customer service department at 405-272-9741

If you need to report an emergency, dial 911!

Community Survey

- Survey Materials Complete
- Upcoming:
 - Public Education & Outreach
 - Distribution of Survey by ETC



2023 Shawnee Community Survey

Please take a few minutes to complete this resident satisfaction survey. Your input is an important part of the City's on-going effort to involve citizens in long-range planning and decision-making. If you prefer to complete the survey online, please visit shawneeksurvey.org.

1. **Perception of The City.** Using a scale of 1 to 5, where 5 means "Excellent" and 1 means "Poor," please rate Shawnee with regard to each of the following.

How would you rate your city...	Excellent	Good	Average	Below Average	Poor	Don't Know
01. As a place to live	5	4	3	2	1	9
02. As a place to raise children	5	4	3	2	1	9
03. As a place to work	5	4	3	2	1	9
04. As a place to retire	5	4	3	2	1	9
05. As a place to visit	5	4	3	2	1	9
06. As a city moving in the right direction	5	4	3	2	1	9
07. As a place you are proud to call home	5	4	3	2	1	9

2. **Please rate each major category of services provided by the City of Shawnee using a scale of 1 to 5, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied."**

How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know
01. Quality of police services	5	4	3	2	1	9

Thank you!



ShawneeOK.org

Shawnee Police Department

Crime Statistics



Statistics are reported to

- FBI-NIBS
 - National Incident-Based Reporting System
- OSBI-SIBRS
 - State Incident-Based Reporting System

FBI and OSBI disclaimer about stats

- Data considerations

- The data found on the Crime Data Explorer represents reported crime and is not an exhaustive report of all crime that occurs. It's important to consider the various factors that lead to crime activity and crime reporting in a community before interpreting the data. Without these considerations, the available data can be deceiving. Factors to consider include population size and density, economic conditions, employment rates, prosecutorial, judicial, and correctional policies, administrative and investigative emphases of law enforcement, citizens' attitudes toward crime and policing, and the effective strength of the police force.

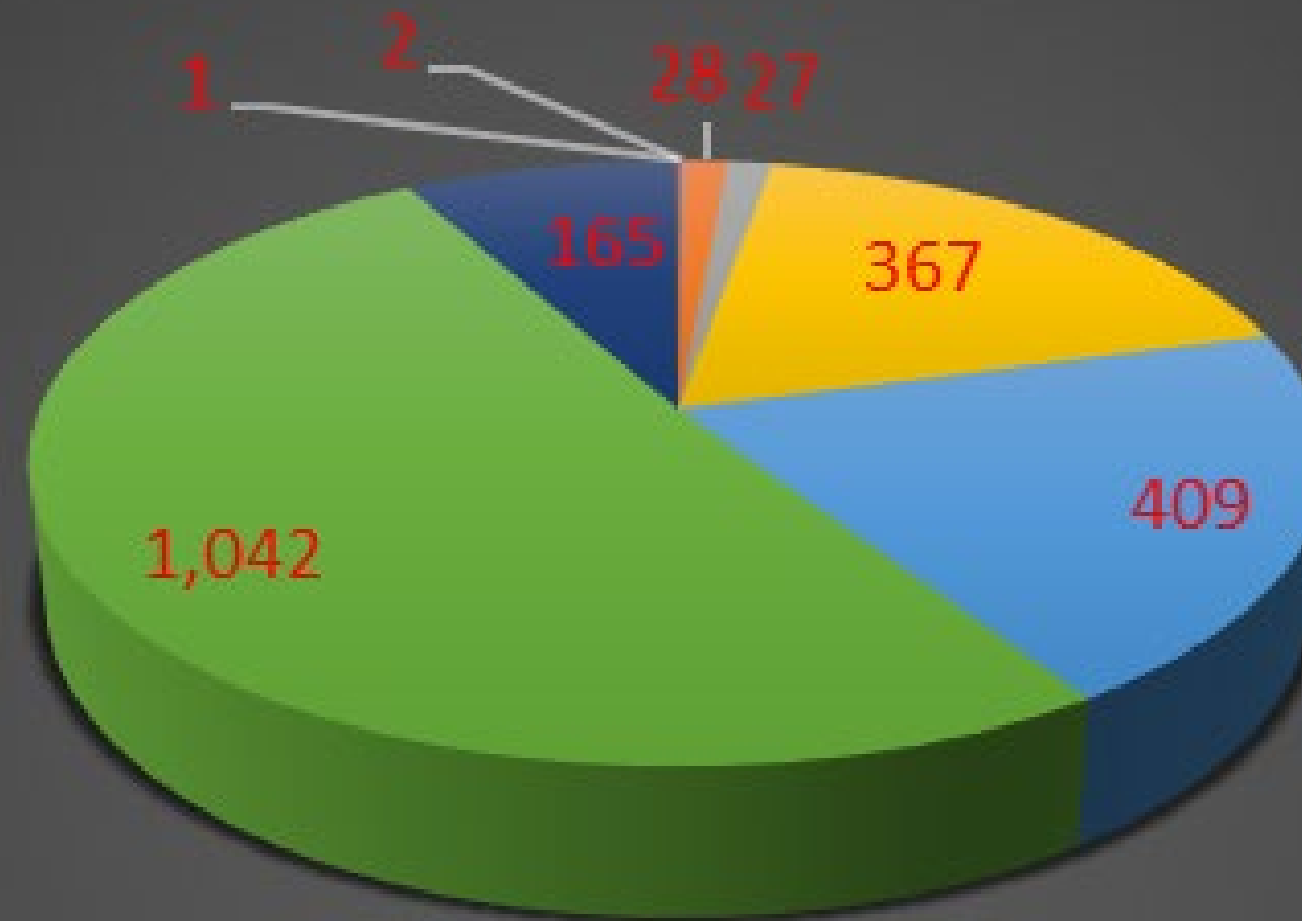
- Avoid ranking and comparisons

- Since crime is a sociological phenomenon influenced by a variety of factors, the FBI discourages ranking locations or making comparisons as a way of measuring law enforcement effectiveness. Some of this data may not be comparable to previous years because of differing levels of participation over time.

In 2018, Shawnee was ranked first
among the top ten worst cities in Oklahoma
by Ackerman Security who sells security systems

(<https://www.ackermansecurity.com/blog/business-security/most-dangerous-cities-oklahoma>)

2018



■ Murder-2

■ Rape-28

■ Robbery-27

■ Felonious Assault-367

■ Breaking & Entering-409

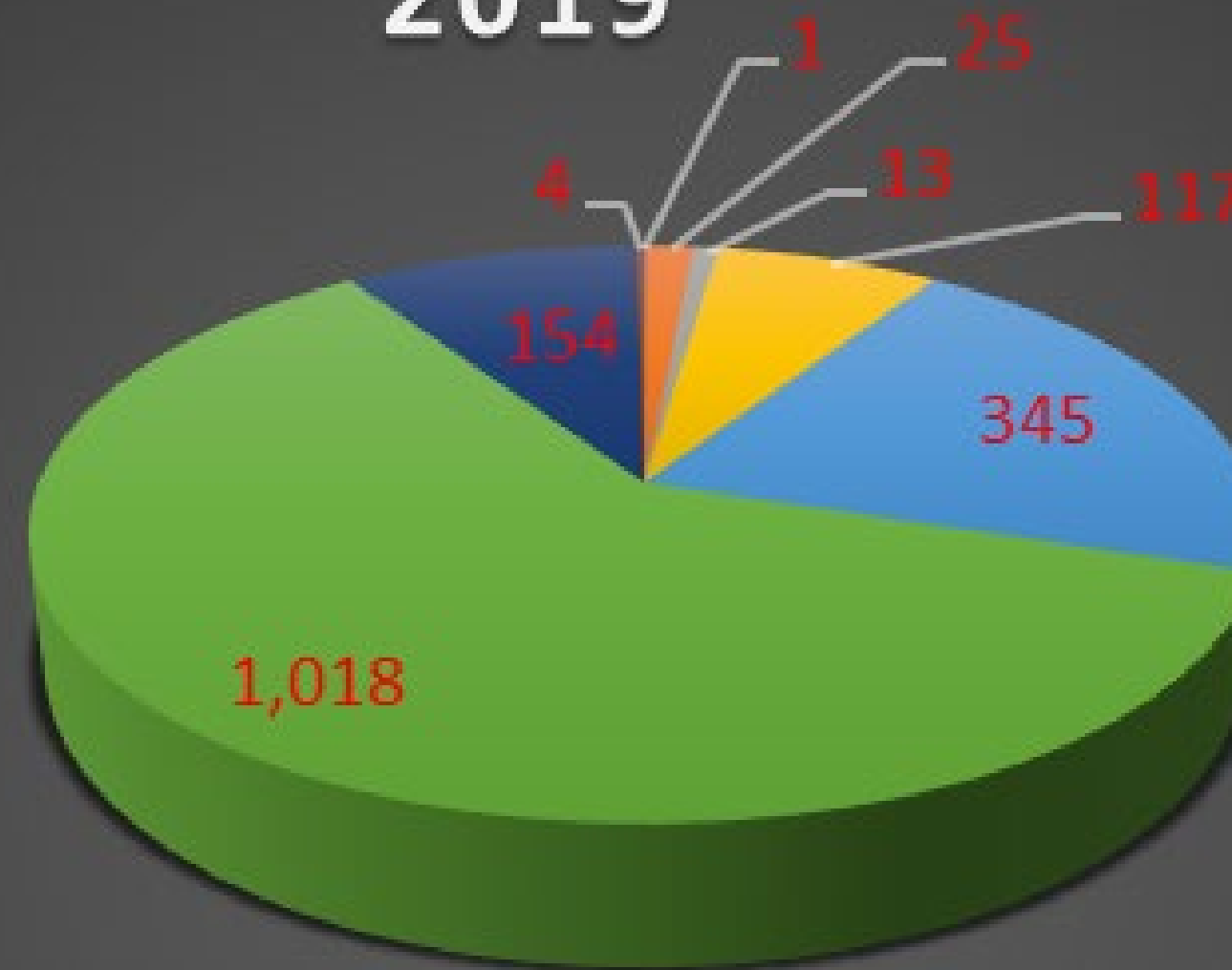
■ Larceny-1042

■ Motor Vehicle Theft-165

■ Arson-1

RMS (records management software) outdated
which caused several crimes to be misclassified

2019



■ Murder-1

■ Rape-25

■ Robbery-13

■ Felonious Assault-117

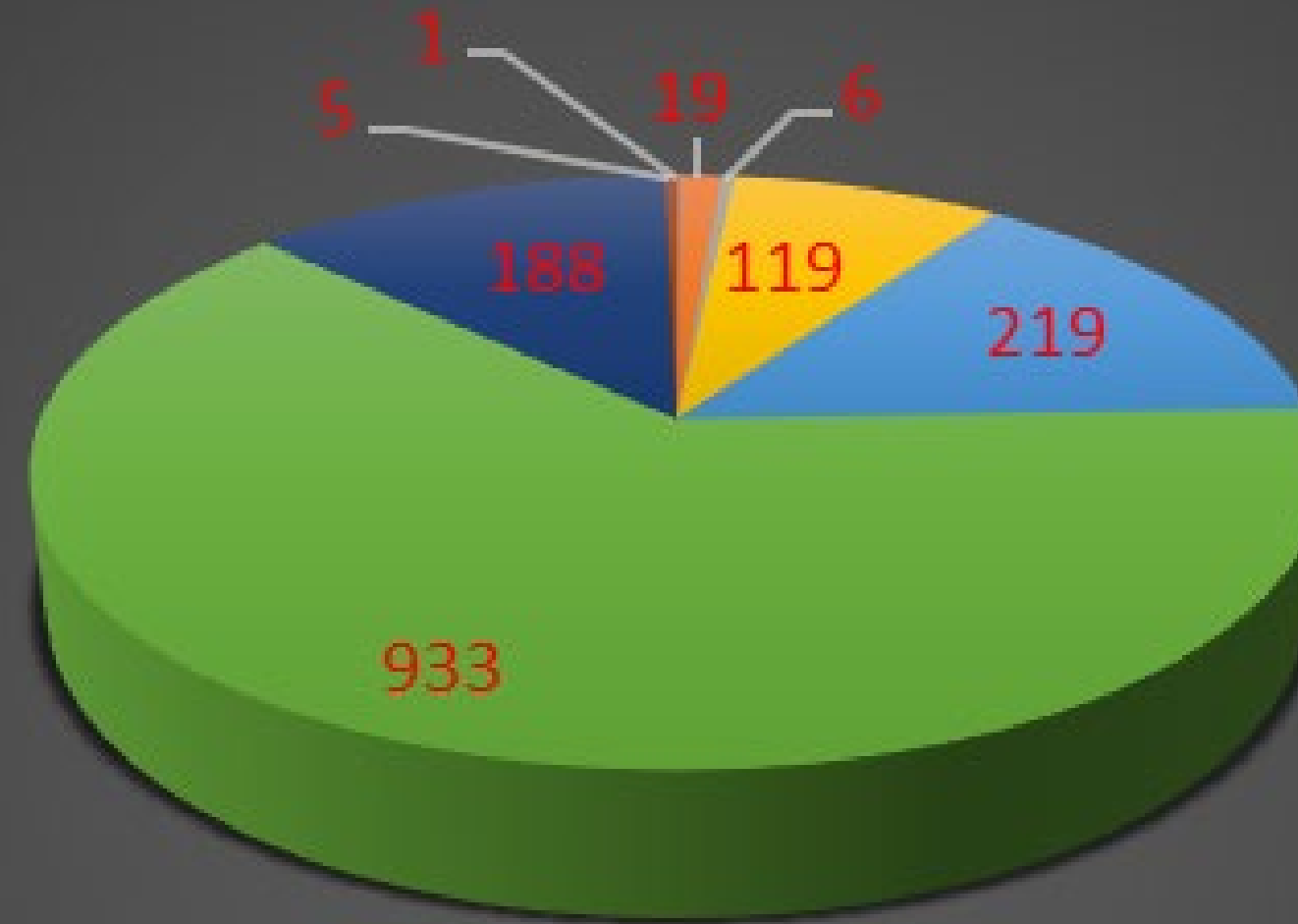
■ Breaking & Entering-345

■ Larceny-1018

■ Motor Vehicle Theft-154

■ Arson-4

2020



■ Murder-1

■ Rape-19

■ Robbery-16

■ Felonious Assault-119

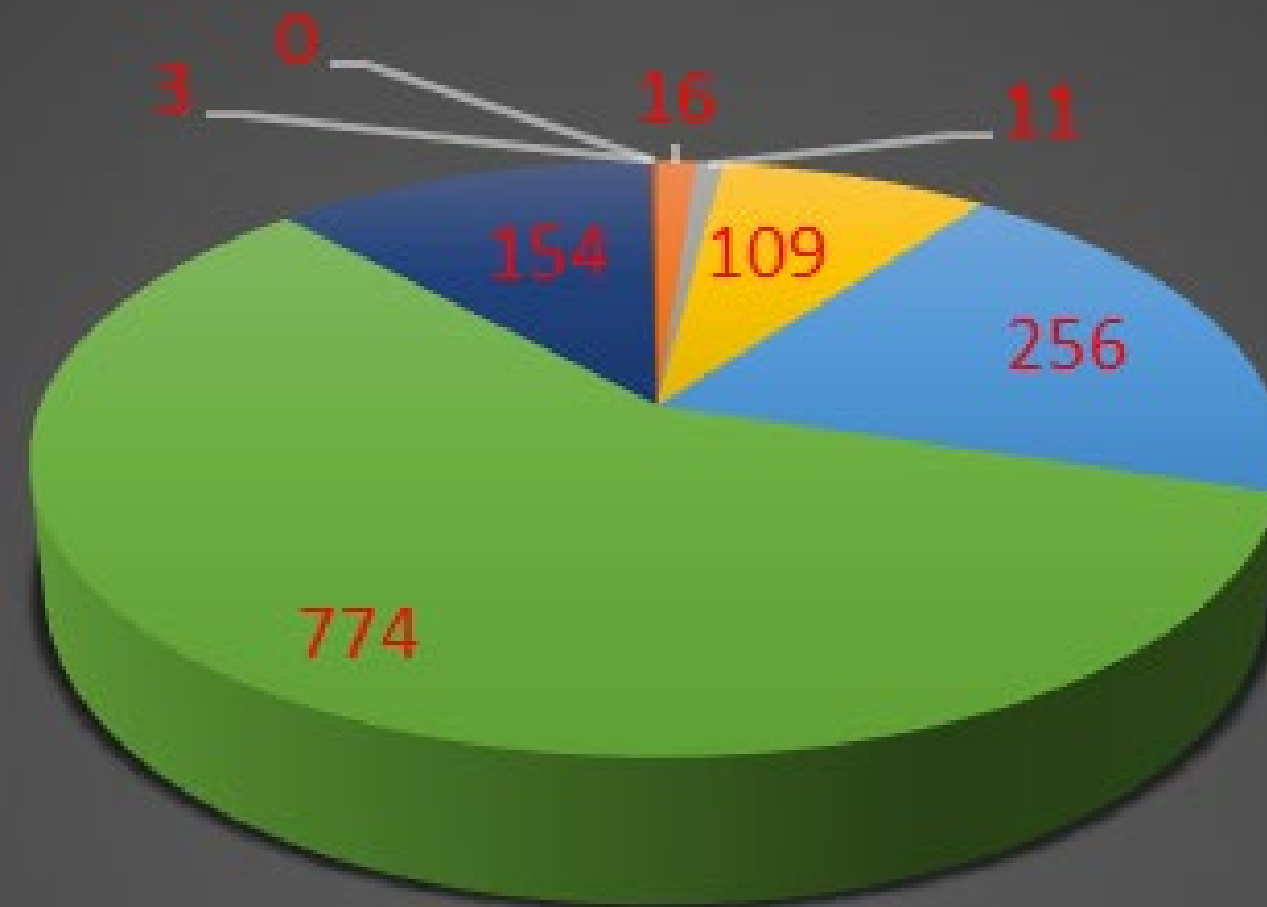
■ Breaking & Entering-219

■ Larceny-933

■ Motor Vehicle Theft-188

■ Arson-5

2021



■ Murder-0

■ Rape-16

■ Robbery-11

■ Felonious Assault-109

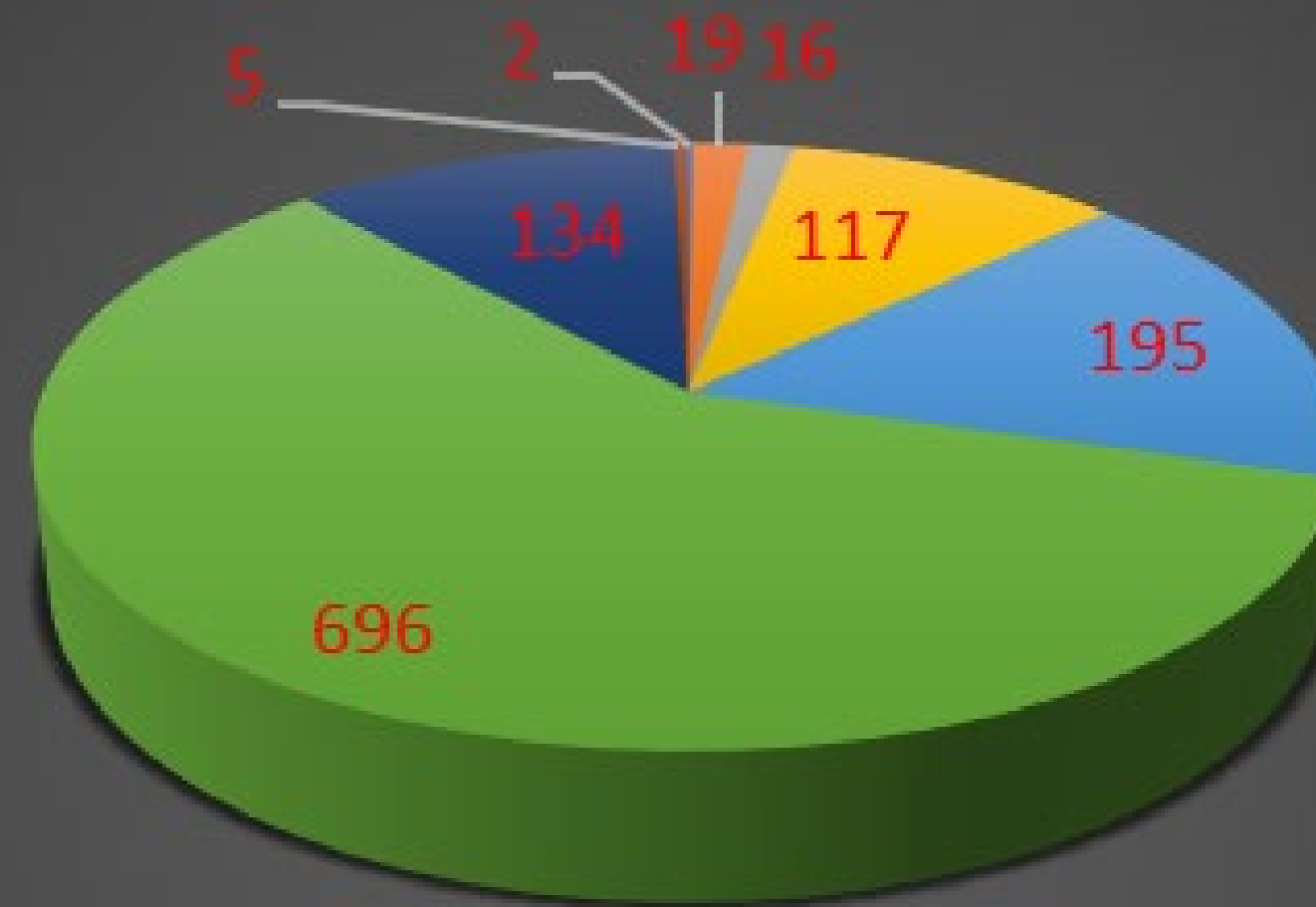
■ Breaking & Entering-256

■ Larceny-774

■ Motor Vehicle Theft-154

■ Arson-3

2022



- Murder-2
- Rape-19
- Robbery-16
- Felonious Assault-117
- Breaking & Entering-195
- Larceny-696
- Motor Vehicle Theft-134
- Arson-5

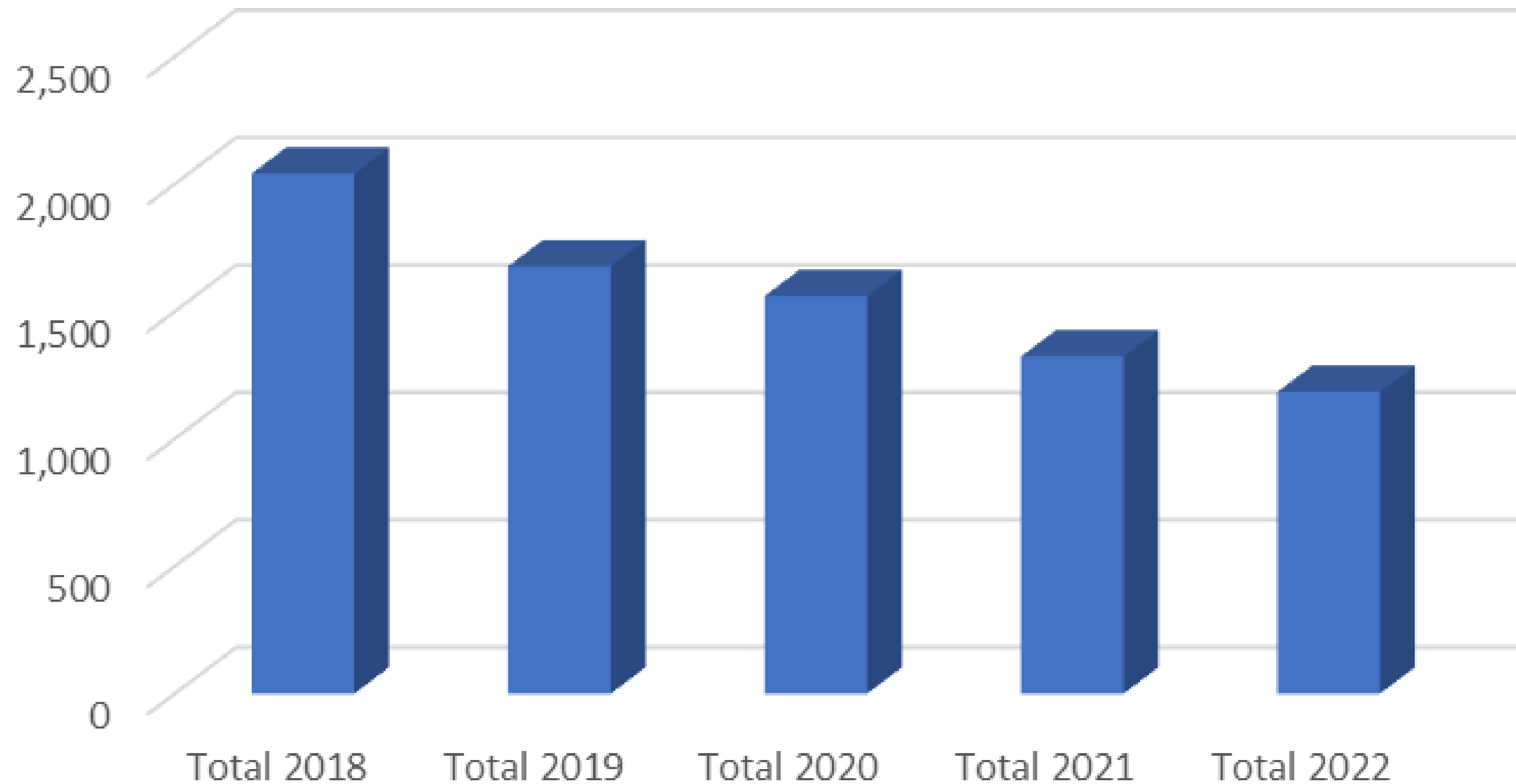
In 2020 a new RMS was implemented

Grants

- C.O.P.S.
- Safe Neighborhood (AG)
- Highway Safety
- CIT/Red Rock

With these changes, we have seen a decrease in our crime statistics

Total Crime Statistics for the past five years

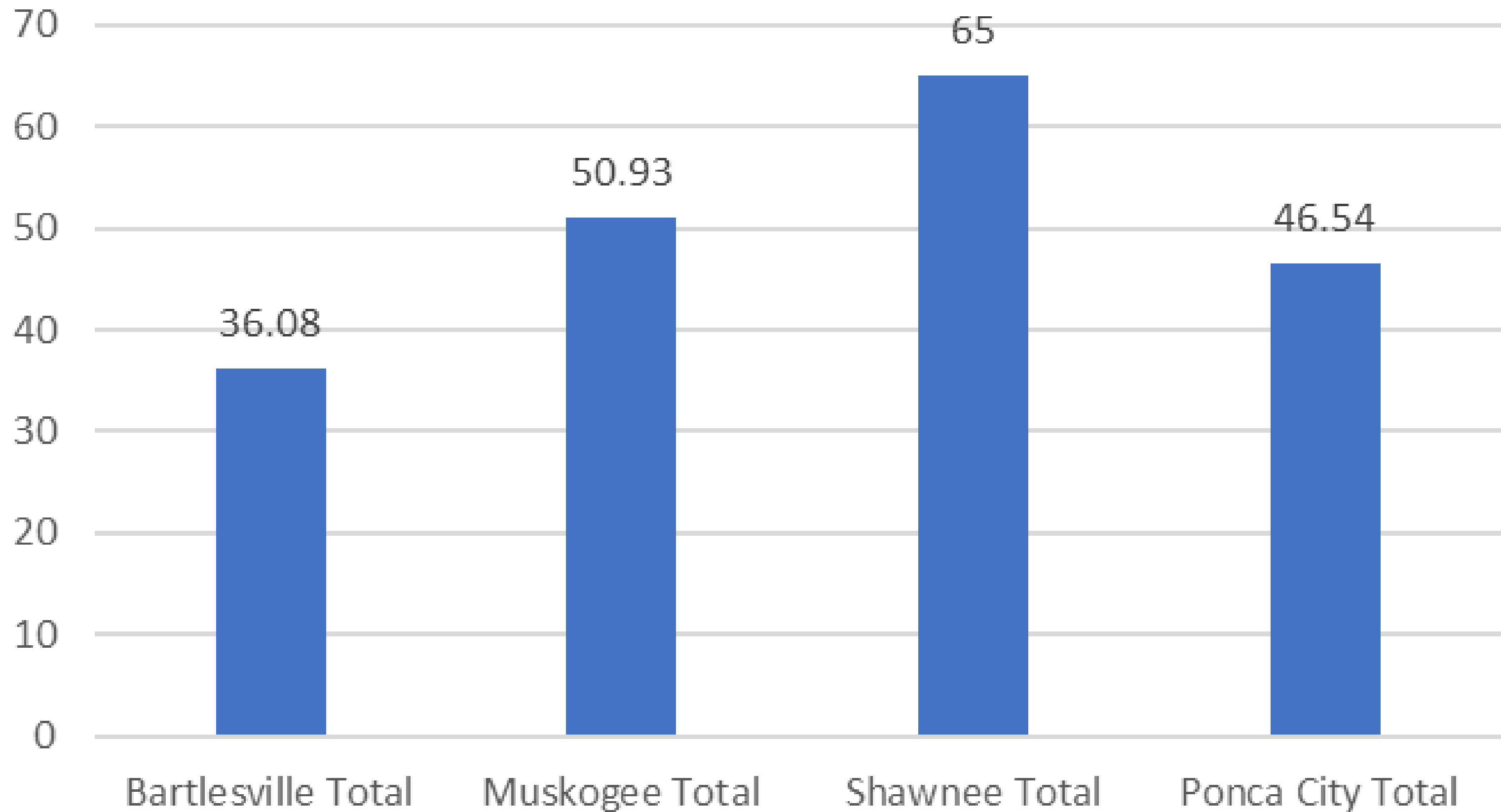


We compared Shawnee
to three other cities for the last five years,
using the latest available data provided by OSBI

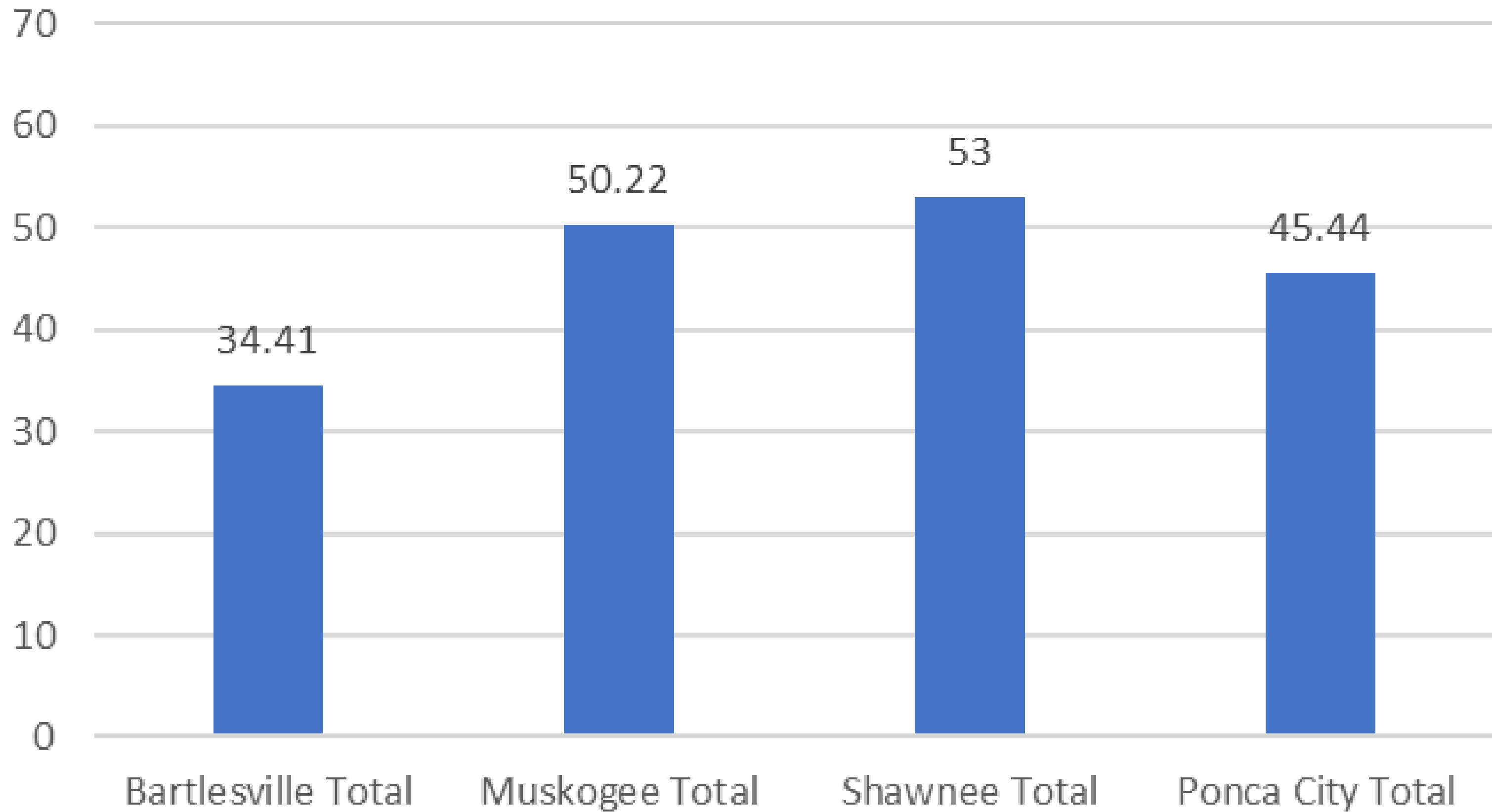
- Bartlesville
- Muskogee
- Ponca City

The comparison was across all crime rates per 1,000 residents

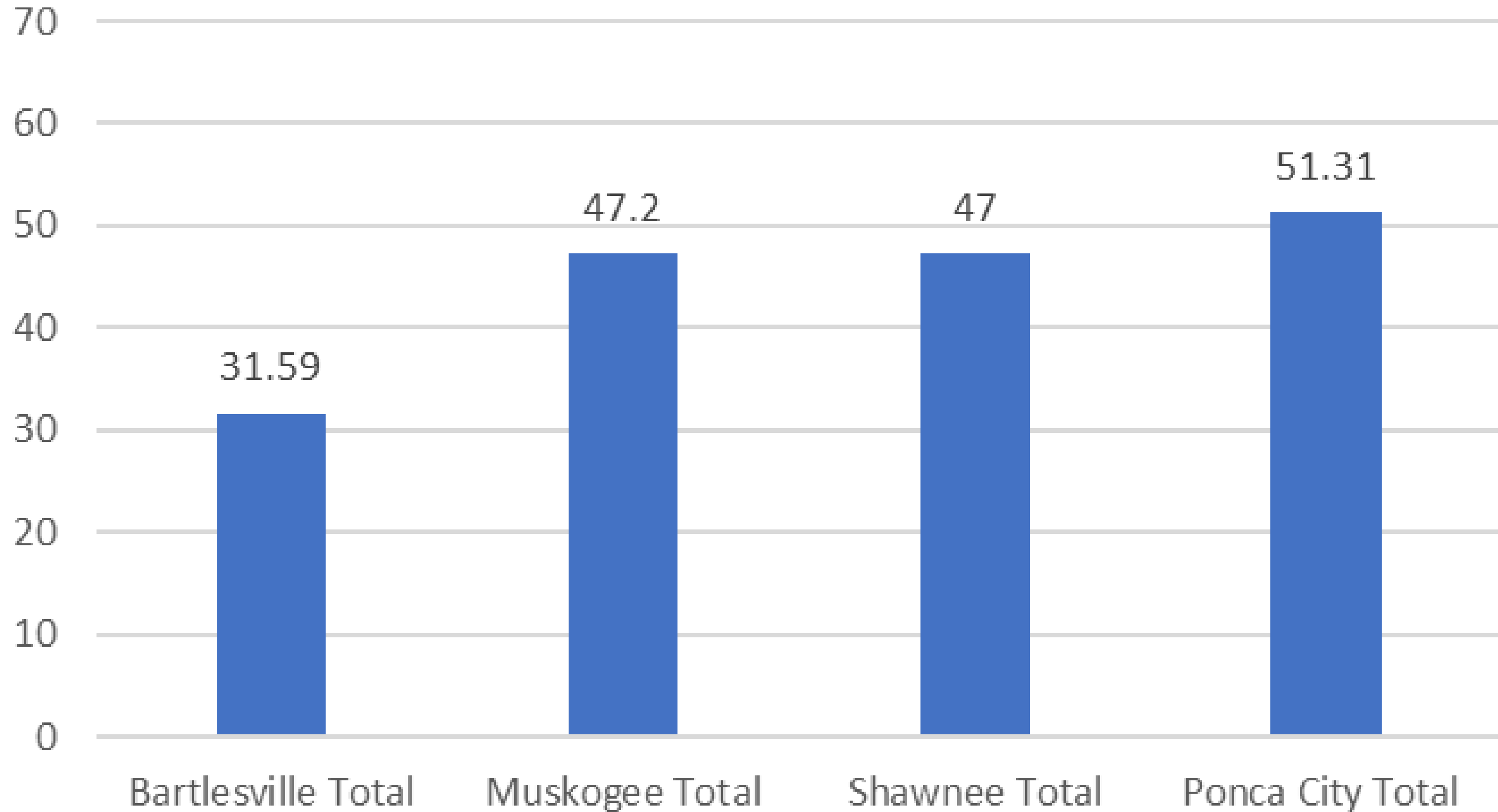
2018



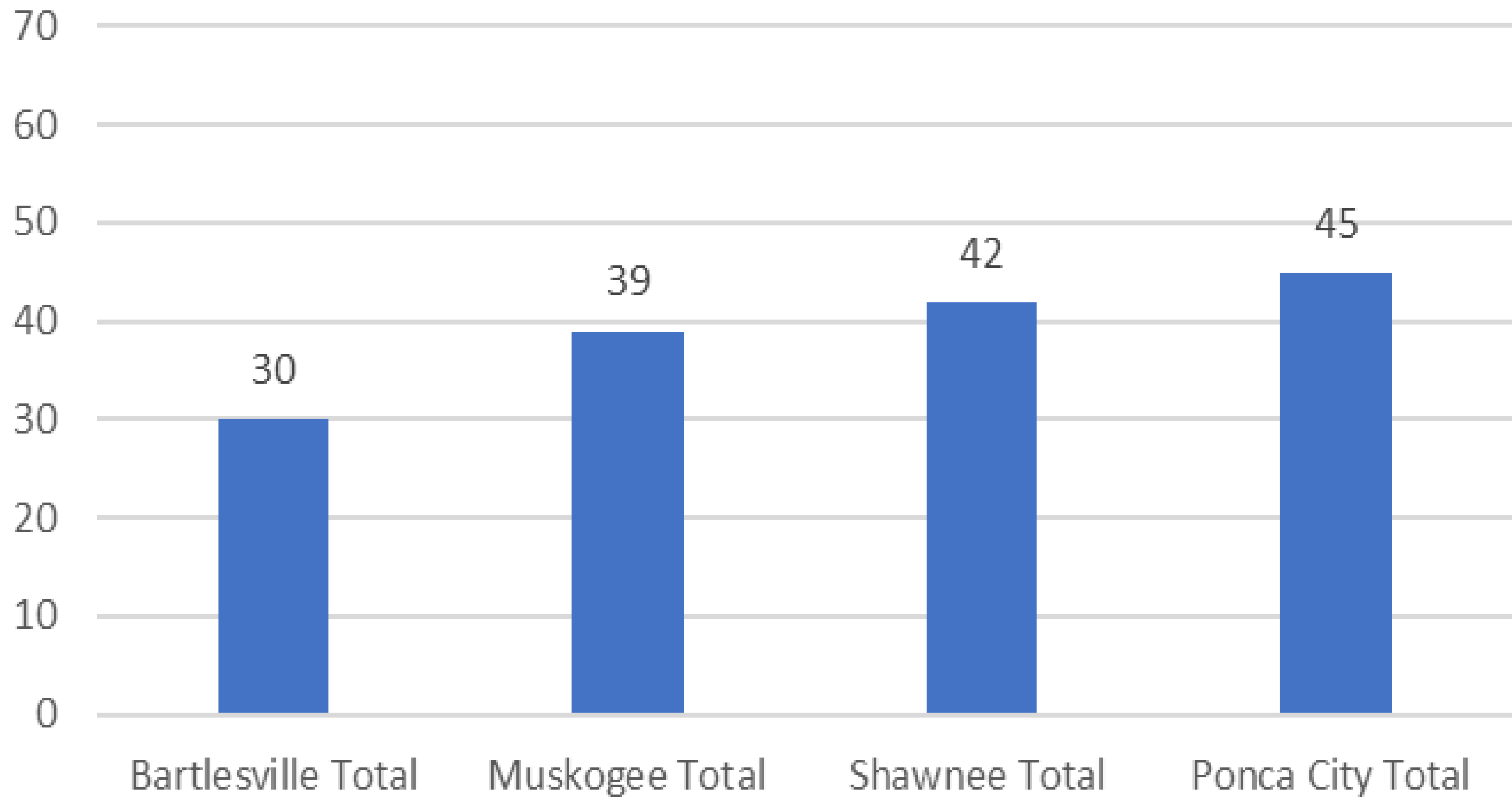
2019



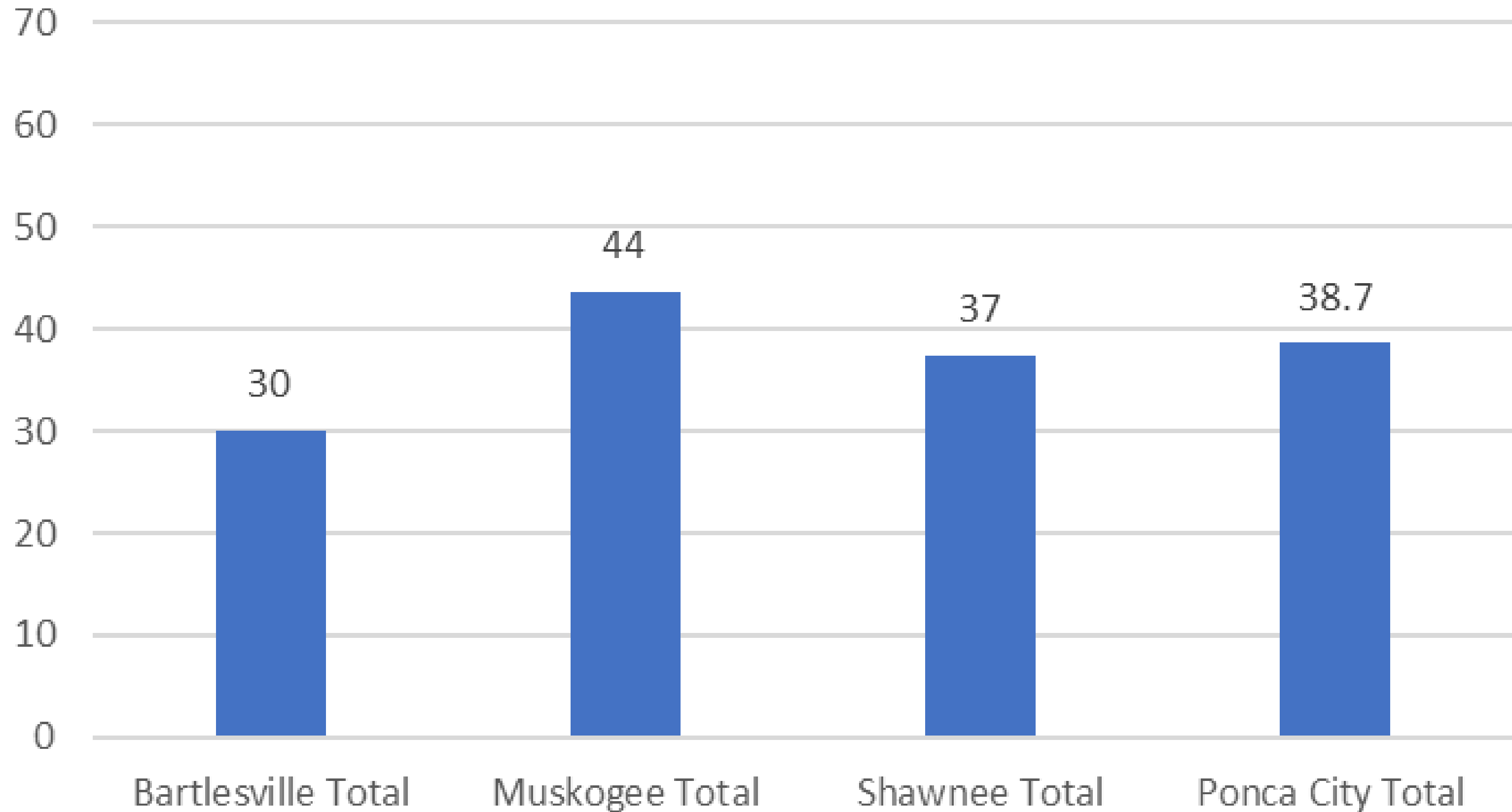
2020



2021



2022



Thank you
